

# Memorandum



**Date:** April 6, 2010

**To:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

Agenda Item No. 8(A)(1)(B)

**From:** George M. Burgess  
County Manager

**Subject:** First Amendment to Development Lease Agreement between Miami-Dade County and The Carrie Meek Foundation, Inc.

## **Recommendation**

It is recommended that the Board approve the attached First Amendment to the Development Lease Agreement between Miami-Dade County and The Carrie Meek Foundation, Inc. (CMF), to extend CMF's development schedule for premises at Opa-locka Executive Airport (OPF).

## **Scope**

OPF is located within Commissioner Barbara J. Jordan's Commission District 1.

## **Fiscal Impact/Funding Source**

CMF's development schedule and rent payments resulting from the development will be extended for 30 months.

## **Track Record/Monitor**

CMF's rent payment performance has been satisfactory. Miami-Dade Aviation Department Property Division Director Greg Owens will monitor the contract.

## **Background**

On July 17, 2008, the Board approved the Development Lease Agreement with CMF in Resolution R-836-08. The Agreement covers 121 +/- acres at OPF, and requires CMF to use, occupy, and develop the premises according to an agreed upon schedule.

CMF and MDAD have been working together to bring about the proposed significant development on CMF's leasehold site. In December 2008, the CMF issued an Expression of Interest (EOI) to select a developer for its leasehold. Seven companies submitted self certifications to the EOI. Six of the seven were deemed responsive and requested to submit complete development proposals. Of the six companies requested to submit complete development proposals, two of the six companies, Cargo Ventures and The Adler Group, joined together and submitted the only proposal for development. The remaining four firms were not heard from or submitted letters stating reasons for not responding. One of the primary reasons was due to economic condition resulting in a lack of access to capital. In March 2009, the Cargo Ventures and The Adler Group proposal was deemed non-responsive by the CMF Selection Committee for failure to include a minority component. However, since that ruling, CMF recently agreed to allow this group to conduct due diligence for a six-month period to determine development options for the non-aviation parcel.

As a result of CMF incurring delays caused by economic conditions and lack of responsiveness to its request for complete development proposals, CMF and MDAD desire to extend the development schedule of CMF's Agreement. This requires amending Article

Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners  
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1.2 (A) so as to extend the time for the development schedule and the time at which rent payments for such parcels are due by thirty (30) months.

It is therefore recommended that the Board adopt the attached Resolution approving the First Amendment to CMF's Development Lease Agreement.



Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

**DATE:** April 6, 2010

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(A)(1)(B)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(A)(1)(B)

4-6-10

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING FIRST AMENDMENT TO THE DEVELOPMENT LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CARRIE MEEK FOUNDATION, FOR PREMISES AT OPA-LOCKA EXECUTIVE AIRPORT, EXTENDING THE DEVELOPMENT SCHEDULE, AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby approves the First Amendment to the Development Lease Agreement between Miami-Dade County and The Carrie Meek Foundation for premises at Opa-locka Executive Airport, which amendment extends the development schedule, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or Mayor's designee to execute same on behalf of the County.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman  
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro  
Carlos A. Gimenez  
Barbara J. Jordan  
Dorrin D. Rolle  
Katy Sorenson  
Sen. Javier D. Souto

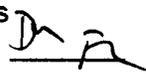
Audrey M. Edmonson  
Sally A. Heyman  
Joe A. Martinez  
Natacha Seijas  
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of April, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. 

David M. Murray

**FIRST AMENDMENT  
TO  
DEVELOPMENT LEASE AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY, FLORIDA  
AND  
THE CARRIE MEEK FOUNDATION, INC.**

This First Amendment (“First Amendment”) to that certain Development Lease Agreement dated as of August 4, 2008 (“Agreement”) between Miami-Dade County, Florida (“County”) and The Carrie Meek Foundation, Inc. (“CMF”), a Florida Not-For-Profit Corporation, is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the County and CMF,

**WHEREAS**, by Resolution No. R-836-08, the Board of County Commissioners of the County (the “Board”) approved the Agreement for CFM’s development of a certain portion of Opa-locka Executive Airport (“OPF”); and

**WHEREAS**, because CMF has incurred certain unanticipated delays in the initial development of the Premises due to, among other things, delays associated with economic conditions and delays caused by rezoning efforts at the Airport, the parties desire to extend certain of the development and rental adjustment dates provided in the Agreement;

NOW THEREFORE, in consideration of the foregoing premises and of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated into this First Amendment as if fully set forth herein.

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**2. Confirmation of Agreement Date.** The parties agree and confirm that the “Commencement Date” of the Agreement is August 4, 2008.

**3. Extension of Development Schedule.**

a. Article 1.02(A) of the Agreement is hereby deleted in its entirety and the following is substituted in place thereof so as to extend the development dates by thirty (30) months for each of the three development stages:

1.02 Investment:

(A) The Lessee shall make, or cause joint venture participants or sublessees to make, a Minimum Development Investment of one hundred ten million dollars (\$110,000,000.100) in eligible Approved Improvement Costs as determined under Article 4.09 hereof, for approved Improvements and Facilities on the leased Premises at OPF. Such investment must be made in the amount of:

(1) not less than eighteen million dollars (\$18,000,000) by the end of six and one half (6 ½) years from the Commencement Date of this Development Lease Agreement (herein, the “Lease” or “Agreement”), with such development applying to approved parcels collectively consisting of not less than 20 acres of the total 121 acre Premises;

(2) not less than sixty three million dollars (\$63,000,000) by the end of eight and one-half (8 ½) years from the Commencement Date of this Agreement, with such development applying to approved parcels collectively consisting of not less than seventy (70) acres of the total 121 acre Premises; and

(3) not less than one hundred ten million dollars (\$110,000,000) by the end of eleven and one-half (11 ½) years from the Commencement Date of this Agreement, with such development applying to the full 121± acre Premises under this Agreement.

If Lessee or its joint ventures, sublessees, or the County under Article 1.02(C) fail collectively to make such monetary investments by the indicated dates or fail collectively to develop the required acreage as noted in this Article 1.02 by such indicated dates, the County shall have the right to require Lessee to pay full land rent on the applicable acreage required to be developed at the three development stages stated in (1), (2), and (3) above as further set forth in Article 3.01(A)(2)(f) below, or shall have the

right to take back unused parcels in accordance with the provisions of Article 1.06 below.

b. Wherever in the Agreement a reference is made to the required development dates for the three stages of development, the Agreement shall be construed so that the new development dates set forth in the new Article 1.02(A) above shall apply.

**4. No Other Effect on CMF Agreement.** Except for the foregoing amendment of the Agreement, the Agreement shall remain in full force and effect.

**6. Amendment Subject to Acceptance of the FAA.** This First Amendment is subject to the review and acceptance of the FAA.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the CMF Development Lease Agreement to be executed by their appropriate officials and representatives, as of the date first above written.

[The remainder of this Page is blank]

BOARD OF COUNTY COMMISSIONERS OF  
MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
County Manager

ATTEST: Harvey Ruvin,  
Clerk

By: \_\_\_\_\_  
Deputy Clerk

The Carrie Meek Foundation, Inc, a Florida  
Not-For-Profit Corporation

By: Carrie P. Meek  
President

Carrie P. Meek  
Printed name

President  
Title

**MIAMI-DADE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
OFFICE OF THE COMMISSION AUDITOR**



Legislative Notes

**Agenda Item:** 8(A)1(B)  
**File Number:** 100469  
**Committee(s) of Reference:** Board of County Commissioners  
**Date of Analysis:** March 8, 2010  
**Type of Item:** 1<sup>st</sup> Amendment to Development Lease Agreement with Carrie Meek Foundation

**Summary**

This resolution approves the First Amendment to the Development Lease Agreement between Miami-Dade County and the Carrie Meek Foundation, Inc. (CMF), to extend CMF's development schedule and rent payments by thirty (30) months for premises at Opa-Locka Executive Airport (OPF).

The amendment refers to Article 1.02 (A) of the Development Lease to extend the time for the development schedule and the time at which rent payments for such parcels are due by thirty (30) months.

**Background and Relevant Legislation**

On July 17, 2008, the Board of County Commissioners (BCC) adopted R-836-08 approving the Development Lease Agreement (Lease) between Miami-Dade County and CMF for 121+/- acres located at OPF for a term of not more than 64 years (inclusive of a nine year development period). The Lease Commencement Date was August 4<sup>th</sup>, 2008.

The Lease required a minimum investment by CMF of \$110 million within nine years (development period) of the Commencement Date.

- \$18 million by the end of the fourth year; **1<sup>st</sup> Amendment extends to 6 ½ years;**
- \$63 million by the end of the sixth year; **1<sup>st</sup> Amendment extends to 8 ½ years;**
- Not less than \$110 million by the end of the ninth year; **1<sup>st</sup> Amendment extends to 11 ½ years.**

Pursuant to the Lease, CMF is required to distribute surplus revenues in the following manner:

- 20% to programs resulting from a Request for Proposal Process initiated by Lessee to qualified businesses and community organizations specifically engaged in job creating, job training, and business development;

- 10% to the City of Opa-Locka to be spent on programs of the City specifically designed for job training and business skills development; and
- 70% for Lessee to use in other programs and methods of its choosing, to promote economic empowerment in the community.

**Budgetary Impact**

MDAD has received \$44,168.64 to date from CMF.

**Prepared by:** Bia Marsellos