Memorandum

MIAMI-DADE COUNTY

Date:	September 4, 2012
To:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Second Amendment to Development Lease Agreement between Miami-Dade County and Miami Executive Aviation at Opa-locka Executive Airport

Agenda Item No. 8(A)(3)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Second Amendment to the Development Lease Agreement (Lease Agreement) between Miami-Dade County and Miami Executive Aviation (Miami Executive) for the premises at Opa-locka Executive Airport (OPF) increasing the Miami Executive leasehold by approximately 37,414 square feet of aircraft ramp and land needed for Miami Executive's proposed aircraft hangar development.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating item. Miami Executive will pay applicable fair-market rent on the aircraft ramp and land as established by the Board. Currently, the fair market ground rent is $9,353.50 annually. The $9,353.50 will be in addition to the $774,600 that Miami Executive pays for ground and building rent annually.

TRACK RECORD/MONITOR

Miami Executive is current in their rental payments to the County. Miami-Dade Aviation Department Business Development Coordinator Maria Anon will monitor this Lease Agreement.

BACKGROUND

Pursuant to Resolution No. R-597-05, the Board approved a 35-year Development Lease Agreement with Miami Executive for 20.97 acres (913,453.20 square feet) at OPF for construction of a 43,000-square-foot corporate hangar. Pursuant to Resolution No. R-922-07, the Board approved the First Amendment to the Miami Executive Development Lease Agreement increasing the Miami Executive's leasehold by 5,600-square-feet of land, and deleting Section 1.8 eliminating a take-back clause.

Section 1.8 was originally added to the Miami Executive lease as a protective measure for the County due to a previous tenant's potential lawsuit. With that issue resolved, and enforceable milestones included in the agreement, the take-back clause was removed to encourage financial institutions to loan funds to Miami Executive for construction of its hangar facility on the 4.34 acres.

Miami Executive's additional $3.5 million investment in OPF will increase its hangar storage and services capability through the construction of a 42,000-square-foot hangar and office support space. The new facility will be integrated into the company's fixed-base operation and provide more flexibility for aircraft storage services.

Hangar storage facilities are in great demand at OPF and this addition to Miami Executive's fixed-base operation will improve and augment the range of services offered at the Airport.

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: September 4, 2012

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

SUBJECT: Agenda Item No. 8(A)(3)

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)(3)
9-4-12

RESOLUTION NO. _____

RESOLUTION RELATING TO OPA-LOCKA EXECUTIVE AIRPORT (OPF); APPROVING SECOND AMENDMENT TO THE DEVELOPMENT LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI EXECUTIVE AVIATION (MEA) SO AS TO ADD TO THE PREMISES 37,414 SQUARE FEET OF LAND; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE SUCH SECOND AMENDMENT

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 approves the Second Amendment to the Development Lease Agreement between Miami-Dade County and Miami Executive Aviation (MEA) so as to add to the Premises 37,414 square feet of land authorizes the Mayor or designee to execute such Second Amendment for and 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:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

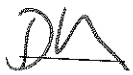
The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

SECOND AMENDMENT
TO
DEVELOPMENT LEASE AGREEMENT
BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND
MIAMI EXECUTIVE AVIATION

This Second Amendment ("Second Amendment") to that certain Development Lease Agreement dated as of June 22, 2005 ("Agreement") between Miami-Dade County, Florida ("County") and Miami Executive Aviation ("MEA") is entered into as of this ____ day of _____, 2012, by and between the County and MEA,

WHEREAS, by Resolution No. R-597-05, the Board of County Commissioners of the County (the "Board") approved the Agreement for MEA's use, occupancy, and development of a certain portion of Opa-locka Executive Airport ("OPF"); and

WHEREAS, by Resolution No. R-922-07, adopted on July 24, 2007, the Board approved the First Amendment to the MEA Agreement so as to (a) increase the MEA leasehold by approximately an additional 5,600 square feet of land, and (b) delete Section 1.8 relating to elimination of a take-back clause; and

WHEREAS, MEA wishes to increase its leasehold by approximately 37,414 square feet to construct an aircraft storage hangar to the east of its existing terminal building; and

WHEREAS, because such parcel for the proposed hangar is part of a non-movement area, the Aviation Department ("MDAD") has agreed to relinquish such non-movement area to MEA and amend MEA's lease so as to include the approximately 37,414 square feet of pavement and land onto MEA's leased premises;

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 Second Amendment as if fully set forth herein.

2. **Confirmation of Agreement Date.** The parties agree and confirm that the Agreement is dated as of June 22, 2005, and that the "Effective Date" of the Agreement is therefore June 22, 2005.

3. **Addition of Parcel to MEA's Leasehold Premises.** The MEA leasehold premises under the MEA Agreement shall be increased by the 37,414 square feet parcel, more or less, that is removed from MDAD's non-movement area. The parties acknowledge that the size of such parcel is estimated to be 37,414 square feet, but the parcel being added to the premises is solely the land whose dimensions and location are described in Exhibit A hereto.

4. **County to Add Parcel to MEA's Lease.** Effective as of 12:01 AM on the date first above given, the County shall cause the parcel described in exhibit A to be added to the MEA leasehold premises, and MEA shall assume all responsibility and obligation for such parcel as of such time and date and for the duration of the MEA lease. MEA shall commence paying ground rent on the parcel as of the Effective Date of this Second Amendment, in the manner and at the times required by MEA's Agreement.

5. **No Other Effect on MEA Agreement.** Except for the foregoing amendment of the Agreement, the Agreement and its First Amendment shall remain in full force and effect.

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

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

BOARD OF COUNTY COMMISSIONERS OF
MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor

ATTEST: Harvey Ruvin,
Clerk

By: _____
Deputy Clerk

Approved as to form
and legal sufficiency

Assistant County Attorney

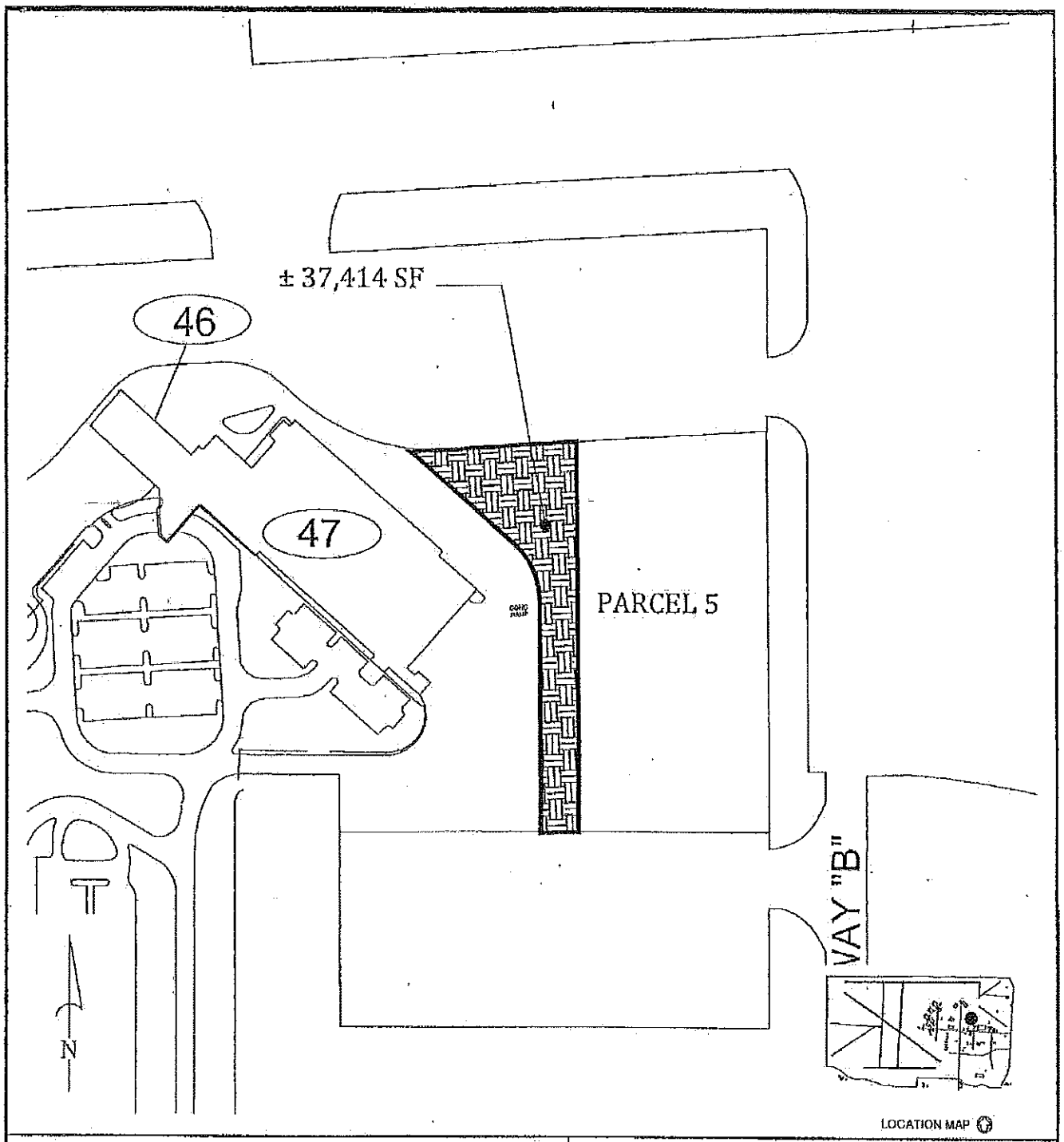
MIAMI EXECUTIVE AVIATION

By: _____
President

Guillermo Mares
Printed name

Attest: _____
Corporate Secretary

_____
Printed name



CODE:	SPACE CLASS	SQ. FT.
	Airside Vehicular Pavement	± 37,414 S.F.
	Total Land	± 37,414 S.F.

SCALE: N.T.S.	EFS #: 3214	DATE: 5-25-2012

MIAMI DADE
AVIATION DEPARTMENT
OPA-LOCKA AIRPORT

EXHIBIT A

MIAMI EXECUTIVE AVIATION, Inc.