

MEMORANDUM

TTC
Agenda Item No. 2A

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: August 27, 2015

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

SUBJECT: Resolution relating to the southwest corner of the Port of Miami; directing the County Mayor to review and evaluate a lease proposal submitted by MITC-2015, Inc., d/b/a Miami Yacht Harbor, to develop a portion of the port's southwest corner as a maritime trading center including convention space, a hotel, a yacht marina, and supporting facilities, all at no cost to the County

The accompanying resolution was prepared and placed on the agenda at the request of Co-Prime Sponsors Commissioner Bruno A. Barreiro and Commissioner Dennis C. Moss and, Co-Sponsor Commissioner Audrey M. Edmonson.



R. A. Cuevas, Jr.
County Attorney

RAC/cp



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 6, 2015

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

SUBJECT: Agenda Item No.

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 Mayor'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

Agenda Item No.

Veto _____

10-6-15

Override _____

RESOLUTION NO. _____

RESOLUTION RELATING TO THE SOUTHWEST CORNER OF THE PORT OF MIAMI; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO REVIEW AND EVALUATE A LEASE PROPOSAL SUBMITTED BY MITC-2015, INC., D/B/A MIAMI YACHT HARBOR, TO DEVELOP A PORTION OF THE PORT'S SOUTHWEST CORNER AS A MARITIME TRADING CENTER INCLUDING CONVENTION SPACE, A HOTEL, A YACHT MARINA, AND SUPPORTING FACILITIES, ALL AT NO COST TO THE COUNTY; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO CONCURRENTLY FACILITATE THE NEGOTIATION OF THE FOLLOWING AGREEMENTS: (1) AN AGREEMENT BETWEEN OR AMONG PRESENT PORT TENANT MARINE SPILL RESPONSE CORPORATION ("MSRC"), MITC-2015, INC., AND/OR MIAMI-DADE COUNTY TO ASSIGN THE CURRENT MSRC LEASE TO MITC-2015, INC. AT NO COST TO THE COUNTY; (2) A NEW LEASE WITH MSRC RELOCATING IT TO ANOTHER PORTION OF THE PORT AT NO COST TO THE COUNTY; (3) AGREEMENTS WITH THE STATE OF FLORIDA AND THE CITY OF MIAMI TO OBTAIN THE RELINQUISHMENT OR EASING OF CURRENT PORT LAND USE RESTRICTIONS; AND (4) A POST-ASSIGNMENT AMENDED AND RESTATED MSRC LEASE ALLOWING MITC-2015, INC. TO DEVELOP A PORTION OF THE PORT'S SOUTHWEST CORNER AS A MARITIME TRADING CENTER; DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO REPORT BACK TO THIS BOARD WITHIN NINETY (90) DAYS REGARDING THE PROGRESS OR OUTCOMES OF SUCH REQUESTED NEGOTIATIONS; AND DIRECTING THAT ANY AND ALL PROPOSED AGREEMENTS AND OTHER LEGISLATIVE MEASURES NECESSARY OR APPROPRIATE TO GIVE EFFECT TO THE PROPOSED DEVELOPMENT BE BROUGHT BEFORE THIS BOARD FOR APPROVAL

WHEREAS, on September 19, 1991, by Resolution Number R-1015-91, this Board authorized a ground lease with Marine Spill Response Corporation ("MSRC") for 8.69 acres of land located on the southwest corner of the Port of Miami ("Parcel") for a term of twenty (20)

years which was deemed to commence on June 1, 1993, with MSRC's option to exercise up to four renewal periods of five years each ("MSRC Lease"); and

WHEREAS, by letter dated September 27, 2012, MSRC exercised the first of its four five year renewal options, with such renewal period commencing on June 1, 2013; and

WHEREAS, the MSRC Lease has been amended twice, with the first amendment being a restatement of the MSRC Lease in December, 1992 to provide for, among other things, a more detailed description of the improvements constructed by MSRC, and with the second amendment being MSRC's permanent surrender of 2.35 acres of the Parcel back to the County (the "Returned Parcel"), which second amendment was approved by this Board by Resolution R-250-07 on March 6, 2007, and which resulted in MSRC's leasehold being reduced by said 2.35 acres (the "Amended Parcel"); and

WHEREAS, on December 6, 2011 by Resolution R-1055-11, this Board approved the Port of Miami 2035 Master Plan ("Port Master Plan") which included, among other things, potential commercial development of the southwest corner of the Port of Miami, including, among other things, a convention center, a hotel and a yacht marina; and

WHEREAS, an entity named MITC-2015, Inc. d/b/a Miami Yacht Harbor ("MITC") has made a proposal to enter or facilitate agreements for (1) the relocation of MSRC from its current leasehold to another location at the Port of Miami and the assignment of the current MSRC Lease to MITC, both at no cost to the County or MSRC, and (2) a long term land lease on the southwest corner of the Port of Miami with a proposed initial term of 45 years with one proposed option to renew for an additional 45 years, pursuant to which MITC would develop a maritime industry trade center including a yacht marina and related commercial development, such as

convention space, a hotel, and supporting facilities to be located on the Amended Parcel and/or the Returned Parcel, all at MITC's sole cost (the "Miami Yacht Harbor Project"); and

WHEREAS, as the current MSRC Lease does not permit the type of development or use contemplated by MITC, development of the proposed Miami Yacht Harbor Project by MITC would require the County to substantially amend the MSRC Lease following its potential assignment to MITC; and

WHEREAS, MITC represents that it expects the Marina Yacht Harbor Project to create a positive fiscal impact to the County of at least \$76,000,000.00 over the first ten years, including lease payments to the County, sales taxes, and ad valorem taxes; and

WHEREAS, certain legal impediments and/or required pre-conditions exist or may exist with respect to the Parcel, the Amended Parcel, the Returned Parcel, and/or other County owned land, including, without limitation, the relinquishment or relocation of the MSRC leasehold, the modification of other lease agreement restrictions with other entities, zoning ordinance amendments, and the removal of any other applicable covenants and/or land use or other restrictions, which could, collectively or individually, preclude, limit, or impair MITC's proposed development; and

WHEREAS, MITC has represented to the County that no government funding is or will be requested from the County by MSRC or MITC in connection with MITC's sought lease assignment from MSRC, the potential post-assignment amendment of the MSRC Lease, or any Port development contemplated by MITC, and that any costs that may be required for the development or construction of a new MSRC warehouse or other replacement facilities, a new MSRC berth, the contemplated maritime industry trade center, the hotel, the mega-yacht marina,

the supporting facilities, and/or other southwest corner development will be paid in full by MITC, at no cost to the County; and

WHEREAS, the Board desires the County Mayor to promptly review and evaluate MITC's lease and development proposal, determine the practicability of undertaking same, including, without limitation, the viability of satisfying necessary pre-conditions to undertaking contemplated development and the removal of actual and potential legal prohibitions and impairments, and report back to the Board within ninety (90) calendar days,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board directs the County Mayor or the County Mayor's designee to concurrently attempt to facilitate the negotiation of the following agreements: (A) an agreement between or among MSRC, MITC, and/or Miami-Dade County to assign the current MSRC lease to MITC at no cost to the County; (B) if needed, a new County lease with MSRC to relocate its prior operation to another area of the Port, at no cost to the County; (C) agreements with the State of Florida and the City of Miami to relinquish or ease any applicable Port land use restrictions and covenants that could preclude or impair the MITC proposed project in whole or in part, also at no cost to the County, unless, to the extent costs or financial obligations are imposed, MITC contracts with the City or State, as applicable to undertake and be fully responsible for all such costs and obligations; and (D) a post-assignment amended and restated MSRC lease exclusively with proposed assignee MITC allowing MITC to lease and develop the Amended Parcel and the Returned Parcel to create and operate those portions of the Miami Yacht Harbor Project consistent with applicable laws and applicable zoning, contract, and other restrictions, all at MITC's sole expense ("Amended and Restated Lease Agreement").

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Section 2. In the event the County Mayor successfully negotiates each of the potential agreements requested in Section 1 above, and in the further event all of the development elements to be authorized by the proposed Amended and Restated Lease Agreement are consistent with and not precluded by applicable laws, County contract and/or deed restrictions, and the County's then-existing Port zoning regulations, then the Mayor shall subsequently bring the proposed Amended and Restated Lease Agreement back to this Board for its consideration, provided that a condition precedent of the Amended and Restated Lease Agreement becoming effective (even after its potential approval and execution) shall be each of the other agreements listed in Section 1 of this Resolution first being approved and fully executed by all parties thereto and otherwise becoming fully effective.

Section 3. Subject to this Board's legislative sponsorship rules and applicable legislative sponsorship ordinances, this Board directs the County Mayor or the County Mayor's designee to bring all proposed agreements and other legislative measures necessary or appropriate to give effect to the above-contemplated Amended and Restated Lease Agreement back before this Board for approval either prior to or contemporaneously with bringing the potential MSRC lease assignment, new MSRC lease (if applicable), and Amended and Restated Lease Agreement back before this Board for its consideration as set forth in Section 2 above.

Section 4. The Mayor is further directed to report back to this Board within ninety (90) calendar days regarding the progress and/or outcomes of the negotiations and undertakings requested herein.

The Co-Prime Sponsors of the foregoing resolution are Commissioner Bruno A. Barreiro and Commissioner Dennis C. Moss and Co-Sponsor is Commissioner Audrey M. Edmonson.

It 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:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.



Richard Seavey