

Memorandum



Date: April 10, 2018

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Agenda Item No. 8(N)(7)

Subject: Resolution Approving a Parking and Pedestrian Agreement Between Miami-Dade County and Brickell City Centre Project, LLC which Allows Improvements in the Public Right-of-Way Surrounding the Brickell City Center Project and the Relocation of County Parking Spaces

This item was amended at the March 15, 2018 Transportation and Public Works Committee to add the following sentence to the Parking and Pedestrian Enhancements Agreement on hand written page 7 of the item. "Until said notice is provided, Miami-Dade County may continue to use the County Parking Lot." Additionally, the legal description of the parking lot has been added to the item as Exhibit 'B'.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve a Parking and Pedestrian Agreement (Agreement) with Brickell City Centre Project, LLC (Brickell City Centre) which allows improvements in the public right-of-way surrounding Brickell City Centre, and the relocation of Miami-Dade County (County) parking spaces. The term of the Agreement will commence upon its execution, and continue for a period of 10 years, and will automatically terminate unless a further extension is agreed upon in writing by the parties. Brickell City Centre is obligated to provide parking spaces for the County so long as the maintenance facility exists. The Board further authorizes the County Mayor or County Mayor's designee to execute the Agreement and to exercise all provisions contained therein.

SCOPE

The impact of this project is countywide; however, it is located within Commission District 5, represented by Commissioner Bruno A. Barreiro.

FISCAL IMPACT

This item represents a positive fiscal impact to the County as the improvements and relocation of parking spaces will be entirely funded by Brickell City Centre.

TRACK RECORD/MONITOR

The project will be monitored by Dennis Fernandez, Manager, Highway Bridge Engineering, Department of Transportation and Public Works.

BACKGROUND

On April 3, 2012, the Board passed Resolution No. R-306-12 approving a Brickell Parcel A Vacant Land Lease, and a Brickell Metromover Parcels B, C, and D Development, Maintenance, and Easement Agreement with Swire Properties, LTD. (Swire). On July 10, 2012, Swire assigned the land lease to Brickell City Centre, and on October 20, 2015, the Board passed Resolution No. R-955-15 approving an Amendment to the Lease covering only Parcel A which is not encumbered by the Metromover system, but was overbuilt by Brickell City Centre by approximately 2,240 square feet (7.47 feet wide by 299.80 feet long). The amendment to the Development Agreement covering Parcels B, C and D was revised by the Amended Lease overbuild accordingly.

This Agreement allows Brickell City Centre to provide improvements in the public right-of-way surrounding the Brickell City Centre Project, and the relocation of County parking spaces. The improvements include lighting, hardscaping, and other features that will render this portion of the right-of-way more accessible and safer for pedestrians, and shall remain perpetually open for the use and benefit of the public. Additionally, Brickell City Centre shall provide 15 parking spaces for the exclusive use of the County, to replace existing County Bridge Maintenance Facilities parking spaces which may be lost in the course of development. The parking spaces provided for County use shall be free of charge, and remain open and accessible to the County at all times and be located as per Section 3(a) of the Agreement.



Alina T. Hudak
Deputy Mayor

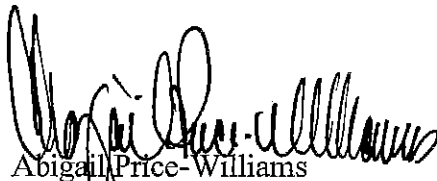


MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: April 10, 2018

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(7)

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
- ☐ Statement of social equity 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
Veto _____
Override _____

Agenda Item No. 8(N)(7)
4-10-18

RESOLUTION NO. _____

RESOLUTION APPROVING A PARKING AND PEDESTRIAN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND BRICKELL CITY CENTRE PROJECT, LLC, WHICH ALLOWS IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SURROUNDING BRICKELL CITY CENTRE PROJECT, AND THE RELOCATION OF COUNTY PARKING SPACES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE PARKING AND PEDESTRIAN AGREEMENT AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS AND ALL OTHER RIGHTS CONTAINED THEREIN

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 Parking and Pedestrian Agreement (Agreement), between Miami-Dade County and Brickell City Centre, LLC, which allows improvements in the Public right-of-way surrounding the Brickell City Centre Project, and the relocation of County parking spaces. This Board further authorizes the County Mayor or Mayor's designee to execute the attached Agreement and to exercise any cancellation and renewal provisions and all other rights contained therein.

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:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
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 10th day of April, 2018. 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.



Bruce Libhaber

PARKING AND PEDESTRIAN ENHANCEMENTS AGREEMENT

THIS PARKING AND PEDESTRIAN ENHANCEMENTS AGREEMENT (the "Agreement"), is made and entered into this ____ day of _____, 20____, by and between **Brickell City Centre Project, LLC**, a Florida limited liability company, as Trustee under Land Trust No. BCC-2012 (hereinafter referred to as the "Owner"), and **Miami-Dade County**, a political subdivision of the State of Florida (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of certain real property located in the City of Miami, Miami-Dade County, Florida, which is more particularly described in the attached **Exhibit A** (the "Owner's Property"); and

WHEREAS, Owner is constructing a mixed-use development on the Owner's Property as part of a larger development known as Brickell City Centre; and

WHEREAS, the County has certain legal rights, title, and interest in the right-of-way known as South Miami Avenue, including an area bound on the southern side by South 6th Street and bound on the northern side by South 5th Street, which includes part of a bridge span that crosses over SE 5th Street and continues over the Miami River (the "County Right-of-Way"); and

WHEREAS, the Owner's Property is abutting the east side of the County Right-of-Way, and a County employee parking lot (the "County Parking Lot") is abutting the west side of the County Right-of-Way; and

WHEREAS, as part of the Brickell City Centre project, the Owner and its affiliates are undertaking improvements in the public infrastructure and the public right-of-ways surrounding the site, including the design and construction of a traffic circle at South 6th Street and South Miami Avenue, in coordination with the County and the City of Miami; and

WHEREAS, in conjunction with these infrastructure improvements and the larger Brickell City Centre project, Owner is proposing to relocate County parking spaces from the County Parking Lot and provide pedestrian enhancements within the County Right-of-Way.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Owner and the County hereby agree as follows:

1. **Recitals.** The above recitals are true and accurate, and are incorporated herein.
2. **Effective Date; Commencement Date.** The effective date shall be the day on which the latter of the Owner or the County executes this Agreement (the "Effective Date"). The obligations under this Agreement shall not apply until after the Owner obtains a building permit for development on the County Parking Lot (the "Permit Date"). On the Permit Date, the Owner shall provide the County with written notice that the County has ninety (90) days to vacate and discontinue all use of the County Parking Lot. Until said notice is provided, Miami-Dade County

may continue to use the County Parking Lot. Beginning ninety (90) days after the Permit Date, the Owner shall comply with the obligations herein (the "Commencement Date").

3. **County Parking Spaces.** On the Commencement Date, the Owner shall provide fifteen (15) employee parking spaces for the exclusive use of the County, to replace parking spaces which may be lost from the County Parking Lot in the course of future development, subject to the following terms and conditions (the "Parking Spaces"):

- a) The Parking Spaces provided for County use shall be located in a parking area or garage owned by the Owner or its affiliates within the Brickell City Centre project, which may include, but is not limited to, garages located at 601 S. Miami Ave. (Folio No.: 01-0210-060-1220), 701 S. Miami Ave. (Folio No.: 01-0210-060-1080), 700 S. Miami Ave. (Folio No.: 01-0205-030-2080), or 9 S.E. 6th Street (Folio No.: 01-0210-060-1300). The Parking Spaces shall be contiguous at one of the above-referenced locations, and if applicable the Parking Spaces shall either be located on the same garage level or in groups of no less than five (5) on different levels of the same garage. The Owner and County (the "Parties") agree to work cooperatively in order to locate the Parking Spaces as close/convenient to the County's bridge maintenance facility as possible.
- b) The Parking Spaces provided for County use shall be free of charge and remain open and accessible to the County at all times.

4. **Pedestrian Enhancements.** On the Commencement Date, the Owner shall begin the process to install pedestrian mobility and safety enhancements in the area within the County Right-of-Way at ground level below and adjacent to the South Miami Avenue overpass, south of the 5th Street travel lanes (the "Improvements"), subject to the following terms and conditions:

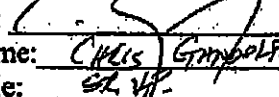
- a) The Improvements may include lighting, hardscaping, and/or other features that make this portion of the County Right-of-Way more accessible and safe for pedestrians, in a final plan and design mutually agreed upon by the Owner and County.
- b) The Improvements shall remain perpetually open for the use and benefit of the public after such construction is completed.
- c) The Owner shall be responsible, at its sole cost and expense, for the maintenance of the Improvements constructed within the County Right-of-Way. The Owner shall at all times maintain the Improvements in a safe, clean and fully functional manner, and the Owner shall not permit any obstructions in or to the sidewalk within this area.
- d) Upon lawful termination of this obligation, all Improvements shall become the sole property of the County and the Owner shall be released from any further obligations related to maintenance of the Improvements.

5. **Binding Effect; Term.** It is the express intention of the Parties that this Agreement shall bind and inure to the benefit of all the Parties, and their respective successors, assigns, and/or grantees as their interests may appear. Owner's obligations to construct and maintain the Improvements shall be binding for a term of ten (10) years from the Commencement Date, and shall thereafter automatically terminate, unless a further extension is agreed upon in writing by the Parties. Owner's obligation to provide the Parking Spaces shall continue so long as areas underneath the South Miami Avenue overpass continue to be used by the Department of Transportation and Public Works as a maintenance facility, in substantially the same manner as exists on the Effective Date.

6. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when taken together shall constitute one and the same original. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or e-mail, and the signature page of either party to any counterpart may be appended to any other counterpart.

The parties hereto have caused these presents to be executed, by proper officers thereunto duly authorized, the day and year first above written.

Brickell City Centre Project LLC,
a Florida limited liability company,
as Trustee under Land Trust No. BCC-2012

By: 
Name: Chris Grampolo
Title: GR VP

Trustee executes this Covenant solely as Trustee under Land Trust No. BCC-2012 and not individually, and no personal recovery or judgment shall ever be sought or obtained against Trustee by reason hereof.

Miami-Dade County,
a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____

Approved as to form and legal sufficiency

Print Name: _____

EXHIBIT A

LEGAL DESCRIPTION OF OWNER'S PROPERTY

Lots 1 through 7, in Block 108 South, of S.L. & J.B. PATTERSON AND J.F. AND B.T. OLIVE SUBDIVISION, according to the Plat thereof, as recorded in Plat Book B, Page 77, of the Public Records of Miami-Dade County, Florida, LESS AND EXCEPT that portion of the above described parcel conveyed by Order of Taking recorded in Official Records Book 11810, Page 2274, of the Public Records of Miami-Dade County, Florida.

Together with the following parcel:

A portion of Lots 1 and 2, Block 108S, S.L. & J.B. PATTERSON AND J.F. & B.T. OLIVE SUBDIVISION, according to the plat thereof, as recorded in Plat Book B at Page 77, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Lot 2; thence S 87°47'31" W along the North right of way line of S.E. 6th Street, also being the South line of said Block 108S for 19.62 feet; thence N 02°16'37" W for 0.19 feet to the Point of Beginning of the hereinafter described parcel of land; thence S 87°42'25" W for 55.16 feet to a point of curvature; thence Northwesterly along a 25.41 foot radius curve leading to the right through a central angle of 56°34'51" for an arc distance of 25.09 feet to a non-tangent point; thence N 02°16'37" W along a line 4.00 feet East of and parallel to the West line of said Block 108S for 17.48 feet to a point of cusp with a circular curve concave to the Northeast and whose radius point bears N 87°43'23" E; thence Southeasterly along a 25.00 foot radius curve leading to the left through a central angle of 89°55'52" for an arc distance of 39.24 feet to a point of tangency; thence N 87°47'31" E for 51.41 feet; thence S 02°16'37" E for 3.81 feet to the Point of Beginning.

The above described parcel of land lying and being in Section 38, Township 54 South, Range 41 East.

EXHIBIT "B"

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A portion of Lots 1, 2, and 3, of Block E S, MAP OF MIAMI, according to the plat thereof as recorded in Plat Book B and Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of Lot 4, of said Block E S; thence N48°58'24"E along the Southeasterly Right-of-Way Line of S.W. Miami Avenue Road for a distance of 160.14 feet to the Southwest Corner of said Lot 3; said point also being the POINT OF BEGINNING of the hereinafter described Parcel of land; thence N48°58'24"E continuing along said Right-of-Way Line for a distance of 49.43 feet to a point of curvature with a circular curve concave Southeasterly; thence Northeasterly to the right along the arc of said curve having for its elements a Radius of 25.00 feet, through a central angle of 23°38'04" for an arc distance of 10.31 feet to a point of tangency; thence N72°36'28"E for a distance of 9.39 feet to a point of intersection with the "Limits of Construction Line" as shown on the Dade County Public Works Department Right-of-Way Map Section No. 87513-2644 dated March 1981, Revised January 1983; thence S02°16'45"E along said "Limits of Construction Line" for a distance of 13.68 feet to a point of curvature concave Westerly; thence continuing along said "Limits of Construction Line" Southwesterly to the right along the arc of said curve having for its elements a Radius of 250.25 feet, through a central angle of 29°47'13" for an arc distance of 130.10 feet to a point of intersection with the South line of said Lot 1 being non-tangent to the aforementioned curve; thence S87°37'19"W along the South Line of said Lot 1 also being the North Right-of-Way line of SW 6th Street, for a distance of 9.50 feet; thence N02°17'41"W along the East line of the West 50.00 feet of said Lots 1 and 2 for a distance of 100.01 feet to a point of intersection with the South line of said Lot 3; thence S87°37'19"W along said South line for a distance of 14.15 feet to the POINT OF BEGINNING.

Said portion containing approximately 4,162 square feet, or 0.096 acres, more or less.

THIS IS NOT A SURVEY

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida, 33162
Phone: 305-633-4493 / Fax 305-631-7152 / Email fls@flsurvey.com

Drawn By	ADC	Ref. Dwg.	2018-011	Date	3/12/18
Cad No.	180276	Job No.	180276	Scale	NOT TO SCALE
Plotted	3/12/18 2:27p	Dwg No.	1018-014		

Florida Department of Transportation, District VI
Item Segment No.: N/A
State Project No.: 87513-2644
Federal Project No.: N/A
State Road No.: N/A (MIAMI-AVENUE)
County: Miami-Dade
Parcel No: Not Yet Allocated Sheet 1 of 5

EXHIBIT "B"

SURVEYOR'S NOTES & CERTIFICATION

SURVEYOR'S NOTES:

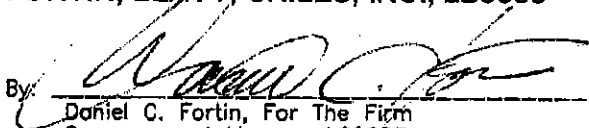
- This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
- Ownership subject to OPINION OF TITLE.
- This site lies in Section 38, Township 54 South, Range 41 East, Mrs. Hagan Donation, City of Miami, Miami-Dade County, Florida.
- Lands shown hereon containing 4,162 square feet, or 0.096 acres, more or less.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions & Topography shown hereon and Bearings & Distances are calculated based on Surveyed measurements, all per Fortin, Leavy, Skiles, Boundary #2018-011.
- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
- North Arrow and Bearings shown hereon are based on N02°16'45"W for the Florida Department of Transportation Baseline shown on the Dade County Public Works Department Right-of-Way Map for South Miami Avenue Section No. 87513-2644 Sheet 2 of 4.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on March-12, 2018, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: 
Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

This document consists of five (5) sheets and neither shall be considered full, valid and complete without the other.

THIS IS NOT A SURVEY

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CONSULTING ENGINEERS, SURVEYORS & MAPPERS
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180 Northeast 166th Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax: 305-651-7152 / Email: fls@flsurvey.com

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Florida Department of Transportation, District VI
Item Segment No.: N/A
State Project No.: 87513-2644
Federal Project No.: N/A
State Road No.: N/A (MIAMI-AVENUE)
County: Miami-Dade
Parcel No: Not Yet Allocated Sheet 2 of 5

EXHIBIT "B"

SKETCH OF LEGAL DESCRIPTION



GRAPHIC SCALE



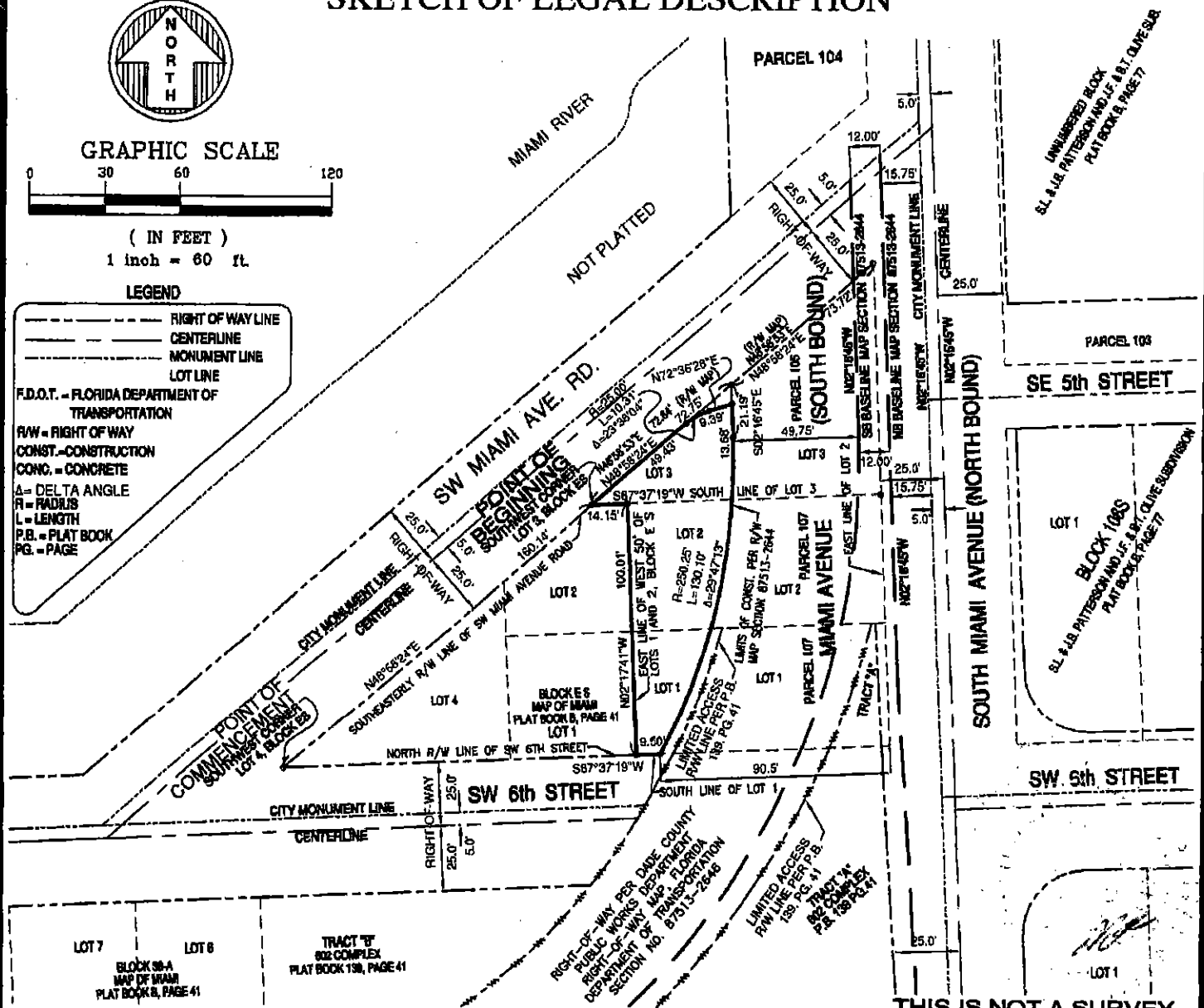
(IN FEET)
1 inch = 60 ft.

LEGEND

- RIGHT OF WAY LINE
- CENTERLINE
- MONUMENT LINE
- LOT LINE

F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION

R/W = RIGHT OF WAY
CONST. = CONSTRUCTION
CONC. = CONCRETE
Δ = DELTA ANGLE
R = RADIUS
L = LENGTH
P.B. = PLAT BOOK
PG. = PAGE



THIS IS NOT A SURVEY

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Drawn By	ADC	Ref. Dwg.	2018-011	Date	3/12/18
Cad No.	180276	Job No.	180276	Scale	1"=60'
Plotted	3/12/18 2:27p	Dwg No.	1018-014		

Florida Department of Transportation, District VI

Item Segment No.: N/A
State Project No.: 87513-2644
Federal Project No.: N/A
State Road No.: N/A (MIAMI-AVENUE)
County: Miami-Dade
Parcel No: Not Yet Allocated Sheet 3 of 5

EXHIBIT "B."

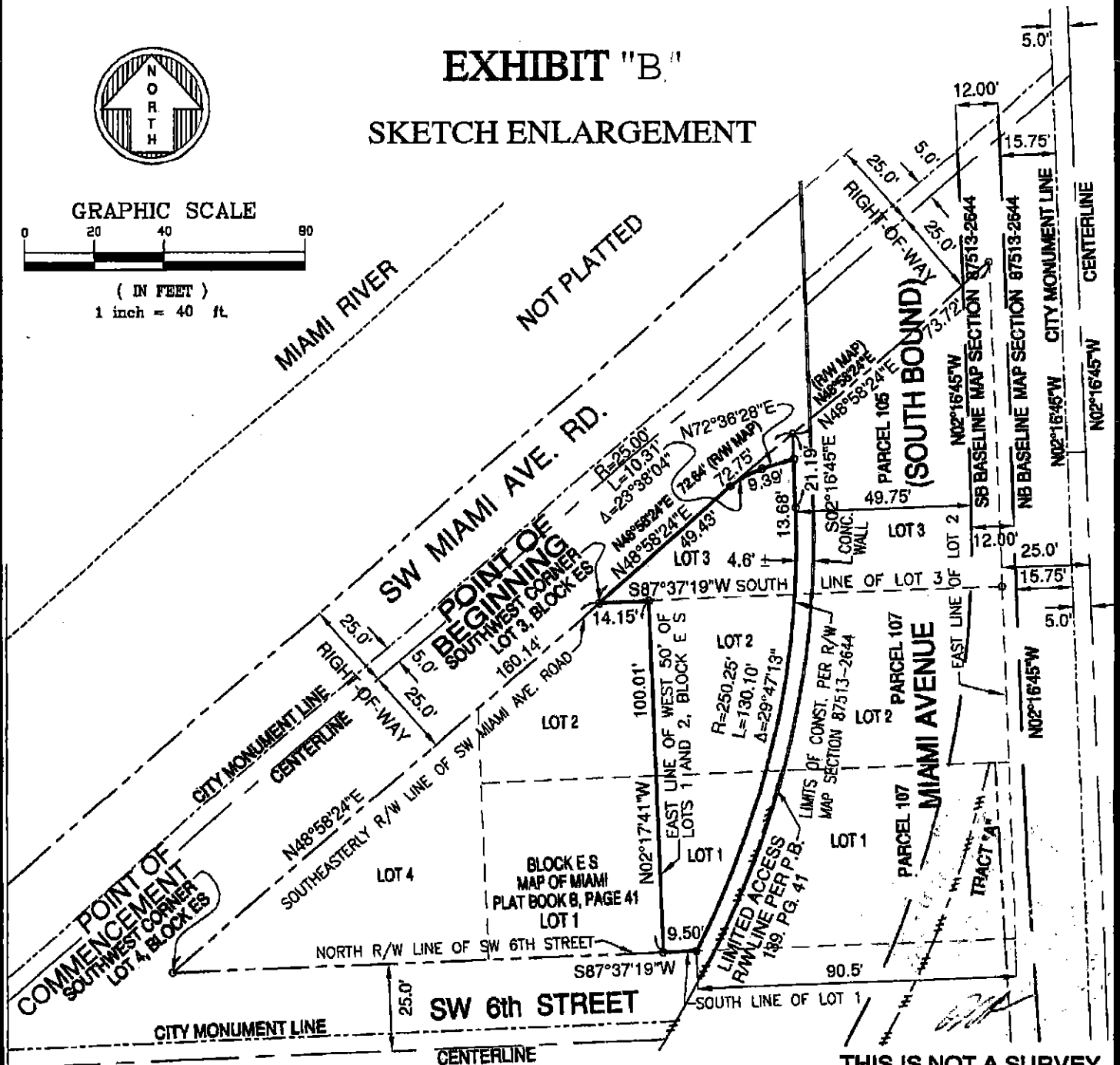
SKETCH ENLARGEMENT



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft



FORTIN, LEAVY, SKILES, INC.

CONSULTING ENGINEERS, SURVEYORS & MAPPERS
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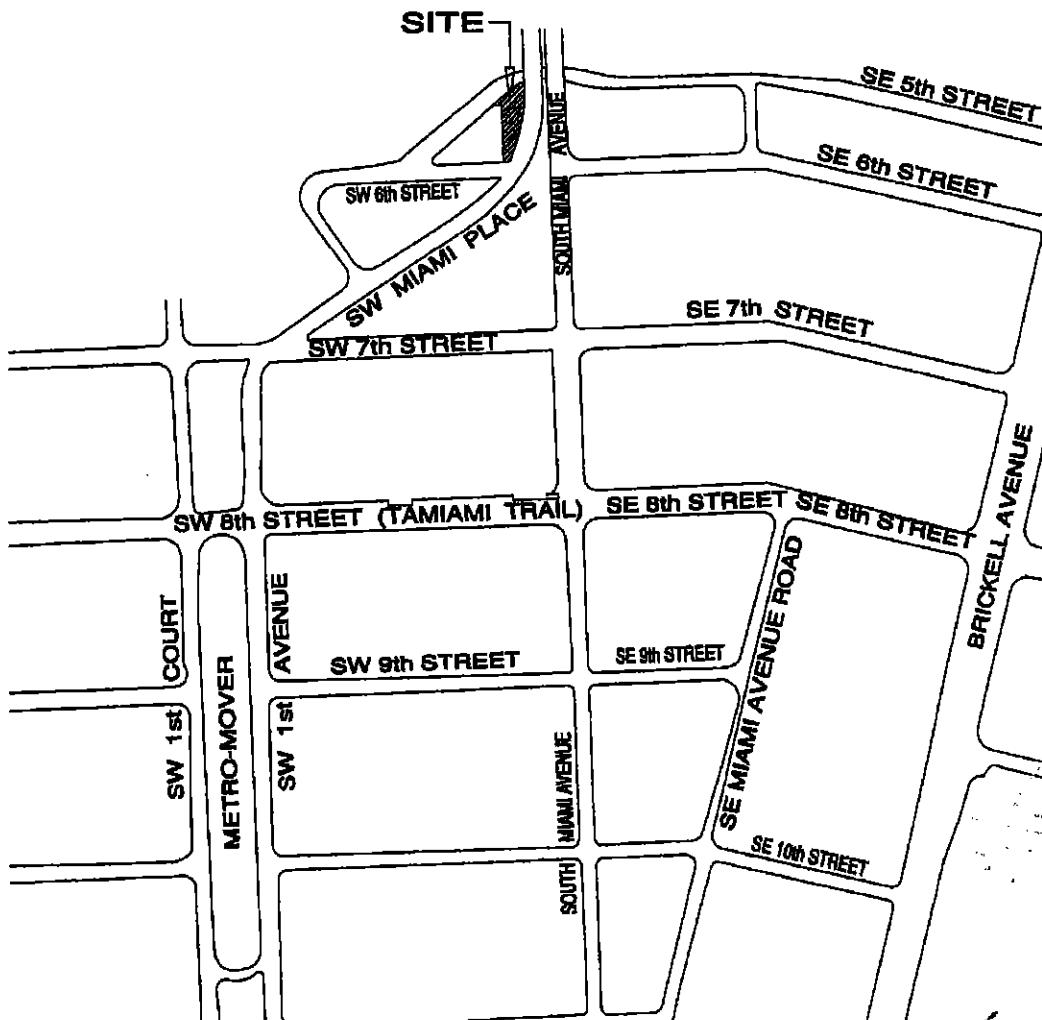
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Cad No.	180276	Job No.	180276	Scale	1"=40'
Plotted	3/12/18 2:27p	Dwg No.	1018-014		

Florida Department of Transportation, District VI

Item Segment No.: N/A
State Project No.: 87513-2644
Federal Project No.: N/A
State Road No.: N/A (MIAMI-AVENUE)
County: Miami-Dade
Parcel No: Not Yet Allocated Sheet 4 of 5

EXHIBIT "B"

LOCATION SKETCH



THIS IS NOT A SURVEY

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CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
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