Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(I)
04-24-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-401-07

RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO LEASE AGREEMENT AT 17601 N.W. 78 AVENUE, SUITES 104, 105 AND 106, WITH ADELL INVESTMENTS, INC., A FLORIDA CORPORATION, FOR PREMISES TO BE UTILIZED BY MIAMI-DADE PUBLIC LIBRARY SYSTEM FOR ITS PALM SPRINGS NORTH BRANCH LIBRARY; AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED 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 Amendment to Lease Agreement between Miami-Dade County and Adell Investments, Inc., a Florida Corporation, for premises to be utilized by Miami-Dade Public Library System for its Branch Library, in the form attached hereto and made a part hereof; authorizes the Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the Mayor or his designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner Carlos A. Gimenez, who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	absent
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of April, 2007. 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

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

Memorandum

MIAMI-DADE COUNTY

Date: April 24, 2007

Agenda Item No. 8(F)(1)(I)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Amendment to Lease Agreement at 17601 N.W. 78 Avenue, Suites 104, 105 & 106, with Adell Investments, Inc. for the Miami-Dade Public Library System
Property # 2010-00-00

The attached Amendment to Lease Agreement has been prepared by General Services Administration at the request of the Miami-Dade Public Library System and is recommended for approval.

PROPERTY:	17601 N.W. 78 Avenue, Suites 104, 105 & 106 Palm Springs North
COMMISSION DISTRICT:	13
OWNER:	Adell Investments, Inc., a Florida Corporation
COMPANY PRINCIPALS:	Jorge Quintana - 50% Julio Quintana - 50%
USE:	5,336 square feet of air-conditioned store-front space on the first floor.

PURPOSE OF AMENDMENT:

a) To increase the leased square footage of the "Demised Premises" from 3,500 square feet to 5,336 square feet, by adding an additional 1,836 square foot area hereinafter referred to as "Expanded Space."

b) Effective upon occupancy of Expanded Space, the annual rent will increase from $66,500.04 to $101,384.00, which is equal to $19.00 per square foot on an annual basis, the same rate as is currently in effect for the existing leased space.

c) The additional rent for Common Area Maintenance is currently $875.00 per month, and will increase to $1,334.00 per month effective August 1, 2007. The Tenant's pro-rata share of the demised premises will increase from 11.2% to 17.08%

d) Landlord has agreed to complete the necessary construction and tenant improvements to the expanded space, as specified in "Item 6" of the Amendment, at no additional cost to the County.

JUSTIFICATION:

The Miami-Dade Public Library System needs additional space in order to expand its educational, informational and recreational services to community residents. The current site is a store-front space located near the Palm Springs North Elementary School that has excellent visibility and is heavily used by the Palm Springs North Community.

FINANCIAL IMPACT:

The annual base rent will increase to $101,384.00 which is equal to $19.00 per square foot (the current per square foot rate); thereby increasing the total base rental by $34,883.96 annually. The annual base rent for the fourth and fifth years of the initial lease term will increase to $104,425.52, which is equal to $19.57 per square foot effective August 16, 2007. The monthly Common Area Maintenance (CAM) shall increase to $1,334.00, which is equal to $3.00 per square foot.

The total financial impact for year one of the Amendment to the lease agreement is estimated to be $148,789.36, which is comprised of the following:

First-year Occupancy Cost:

	Total Dollars	PSF
Direct Expense:		
Annual Rent (Actual)	$101,384.00	$19.00
Janitorial	$ 8,004.00	$ 1.50
Electricity	$ 9,338.00	$ 1.75
CAM Expenses	$ 16,008.00	$ 3.00
Total Base Rent	$134,734.00	$25.25
Indirect Expense:		
Phones / Data Installation	$ 10,000.00	
Lease Management Fee (4%)	$ 4,055.36	
Total Cost, first year:	$148,789.36	

EFFECTIVE DATES OF AMENDMENT:

This Amendment to Lease Agreement is effective upon approval by the Board of County Commissioners and will be coterminous with the existing lease agreement.

CURRENT LEASE:

The current lease agreement was approved by the Board on March 16, 2004 by Resolution No. R-306-04. The lease is for a five-year term, with two additional two-year renewal option periods. The current annual rental amount is $66,500.04, which is equal to $19.00 per square foot. The lease is currently in the third year of the initial term.

FUNDING SOURCE: Library Taxing District. This item has been budgeted by the Miami-Dade Public Library System.

COMMENTS: Attached for your information is a copy of the previously approved resolution and memorandum with information concerning the lease.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: April 24, 2007

FROM: Murray A. Greenberg County Attorney

SUBJECT: Agenda Item No. 8(F)(1)(I)

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

AMENDMENT TO LEASE

THIS AGREEMENT made this day of , 2007, by and between, ADELL INVESTMENTS, INC., a Florida Corporation, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein called the "TENANT,"

WITNESSETH:

WHEREAS, by Resolution No. R-306-04, adopted by the Board of County Commissioners on March 16, 2004, the Board authorized a Lease between the above named parties for that certain property located at 17601 N.W. 78 Avenue, Suite 107-111, Palm Springs North, Florida; and

WHEREAS, both LANDLORD and TENANT are desirous of amending said Lease as set forth below (hereinafter referred to as "Amendment"); and

WHEREAS, by Resolution No. , adopted , 2007, the Board of County Commissioners has authorized the amending of said Lease;

NOW, THEREFORE, in consideration of the restrictions and covenants herein contained, it is agreed that the said Lease is hereby amended as follows:

1. Recitals: The foregoing recitals are true and correct and incorporated herein by this reference.

2. The Additional Space: The demised premises consisting of the initial 3,500 square feet shall be increased by approximately 1,836 square feet located at 17601 N.W. 78 Avenue, Suites 104, 105 and 106 hereinafter referred to as "Expanded Space." The new total square footage of the demised premises is 5,336 square feet.

3. Rental Rate: $19.00 per square foot on an annual basis. Effective upon occupancy of Expanded Space the annual rent will increase from $66,500.04 (equal to $19.00 per square foot on an annual basis) to $101,384.00 (equal to $19.00 per square foot on an annual basis).

4. Additional Rent: Common Area Maintenance, Real Estate Taxes and Insurance: The TENANT shall continue to pay an additional $3.00 per square foot as its contribution toward common area maintenance, real estate taxes and insurance referred to as "CAM." The current additional rent for "CAM" is $875.00 per month and is in the third year of the initial lease term of August 16, 2006 through August 15, 2007. The monthly "CAM" will increase to $1,334.00 per month on an annual basis effective August 1, 2007. The additional 1,836 square feet shall increase the TENANT's pro-rata share of the demised premises from 11.2% to 17.08%.

5. This Amendment shall become effective the later of (i) the effective date of the resolution of the Board of County Commissioner's approving the Amendment; or (ii) the date that LANDLORD turns the "Expanded Space" over to TENANT, subject to the work set forth herein being completed.

6. Landlord's Work: LANDLORD acknowledges that LANDLORD, as inducement to enter into this Amendment to Lease Agreement, has covenanted and agreed, at LANDLORD's sole cost and expense, to do the following work:

The following are the initial requirements for the build-out of the "Expanded Space" and these requirements may change during a more detailed future visit to the site with a Miami-Dade Construction Manager.

a. LANDLORD shall provide demolition of the existing walls, plugging of additional bathroom lines and redirecting of electrical and HVAC lines as necessary.
b. LANDLORD shall be responsible to adapt and incorporate the additional 1,836 square feet into a new demised premises consisting of a combined total of approximately 5,336 square feet.
c. LANDLORD shall install new VCT flooring to match the existing flooring as per Library specifications. Colors to be approved by TENANT.
d. LANDLORD shall match existing light fixtures, and install lighting to measure 60 foot candles throughout the additional 1,836 square feet of space.

e. LANDLORD shall paint the additional space to match the existing space in accordance with Library specifications.

f. LANDLORD shall ensure that all build-out materials are free of asbestos.

7. If County's requirements set forth above in paragraph 6 change, such changes shall also be made at LANDLORD's sole cost and expense and shall be approved in writing and signed by both LANDLORD and TENANT and made a part of the General Services Administration property file for documentation. The specific layout of TENANT's plans showing communication lines and electrical needs shall be provided to LANDLORD following approval of this Amendment.

8. LANDLORD shall substantially complete all work and improvements as set forth in the TENANT's Plans within sixty (60) calendar days of the issuance of a building permit. Issuance of a Certificate of Occupancy shall determine when substantial completion has occurred, and shall so notify both parties hereto.

9. LANDLORD shall relocate existing tenants occupying the "Expanded Space" by May 31, 2007 and shall deliver to the TENANT vacant possession of the demised premises no later than August 1, 2007.

10. LANDLORD shall not charge TENANT any construction supervision, management supervision, consultation, or other fees with respect to the construction of the improvements to the demised premises. TENANT has the right to inspect the premises during construction of the improvements to the demised premises. TENANT has the right to inspect the premises during construction, and all industry standard work that is reasonably unsatisfactory to TENANT must be corrected or repaired at LANDLORD's expense.

In all other respects the said Lease, as amended, shall remain in full force and effect in accordance with the terms and conditions specified therein.

IN WITNESS WHEREOF, the LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

ADELL INVESTMENTS, INC.
a Florida Corporation

WITNESS

WITNESS

By: _____
Julio Quintana (LANDLORD)
Vice President

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

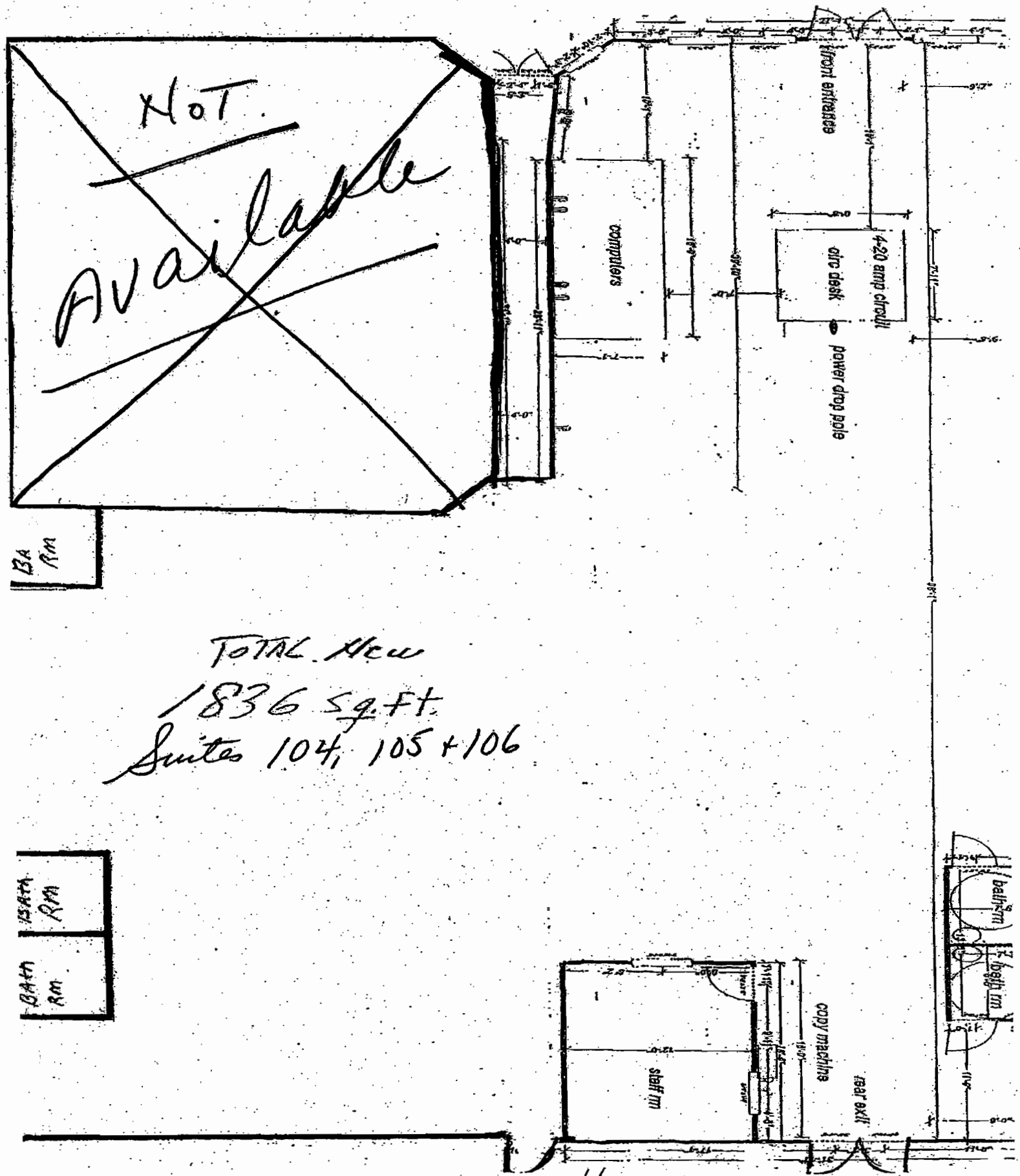
DADE COUNTY FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
George M. Burgess (TENANT)
County Manager

Approved by County Attorney as to
form and legal sufficiency: _____

Prepared by: _____
Real Estate Officer
General Services Administration

LIBRARY - Palm Springs North
17601 N.W. 78 Avenue



07-17-06;01:50PM;PREMIERE 1 : # 2/ 2

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(F)(1)(D)
3-16-04

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

RESOLUTION NO. R-306-04

17601 N.W. 78th Ave. Suites 107-111

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT ~~17611, 17621, 17631, 17641 & 17651~~ N.W. 78th AVENUE, PALM SPRINGS NORTH WITH ADELL INVESTMENTS, INC., A FLORIDA CORPORATION, FOR PREMISES TO BE UTILIZED BY MIAMI-DADE COUNTY FOR A MINI-LIBRARY; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED 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 Lease Agreement between Miami-Dade County and Adell Investments, Inc., a Florida corporation, for premises to be utilized by the Miami-Dade Public Library System for a mini-library, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Miami-Dade County; and authorizes the County Manager to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner Dennis C. Moss, who moved its adoption. The motion was seconded by Commissioner Sen. Javier D. Suoto and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson absent
Katy Sorenson, Vice-Chairperson aue

Bruno A. Barreiro	aye	Jose "Pepe" Diaz	absent
Betty T. Ferguson	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Jimmy L. Morales	aye
Dennis C. Moss	aye	Dorrin D. Rolle	aye
Natacha Seijas	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of March, 2004. 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

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

Approved by County Attorney as
to form and legal sufficiency.

By: KAY SULLIVAN
Deputy Clerk

Richard B. Rosenthal

MEMORANDUM

Agenda Item No. 7(F)(1)(D)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

DATE: March 16, 2004

SUBJECT: Lease Agreement at 17611 to 17651 N.W. 78 Avenue, Palm Springs North, with Adell Investments, Inc., for the Miami-Dade Public Library System Property # 2010-00-00

FROM: George M. Burgess
County Manager

The attached Lease Agreement has been prepared by General Services Administration at the request of Miami-Dade Public Library System and is recommended for approval.

PROPERTY:	17611, 17621, 17631, 17641 & 17651 N.W. 78th Avenue, Palm Springs North.
OWNER:	Adell Investments, Inc., a Florida corporation.
COMPANY PRINCIPALS:	Jorge Quintana - 50% Julio Quintana - 50%
USE:	3,500 square feet of air-conditioned storefront space for a mini-library, together with parking in common with other tenants.
JUSTIFICATION:	The Miami-Dade Public Library System wishes to expand its services to the Palm Springs North Community by opening a mini-library in the area to facilitate the educational and informational needs of community residents. This site is a storefront space located near the Palm Springs North Elementary School that has excellent visibility and ample parking.
LEASE TERM:	Five years with two additional two-year renewal option periods.
RENTAL RATE:	Annual rent is $66,500.04, which is equal to $19.00 per square foot. The base rent for the second and third years of the initial lease term shall remain the same. The base rent for the fourth and fifth years of the initial term shall increase to $68,495.04 which is equal to $19.57 per square foot. The annual base rent for the renewal option periods will be adjusted by three percent (3%) each period.
LEASE CONDITIONS:	The County is responsible for electricity, HVAC maintenance, janitorial, custodial and exterminating services. The Landlord is responsible for water, trash disposal, plumbing, and the exterior of the building, including all HVAC repairs, electrical lines, fixtures, the

+ 14

roof and parking area. The Tenant agrees to pay an additional $3.00 per square foot as its contribution toward common area maintenance (CAM), real estate taxes and insurance for the first three years of the initial lease term. In the fourth year of the initial term of the lease the CAM shall be adjusted and Tenant is responsible for its proportionate share of the difference in expenses over the base year 2004, including real estate taxes, insurance and common area maintenance.

EFFECTIVE DATES: Commencing ten days after approval by the Board of County Commissioners unless vetoed by the mayor, and if vetoed it shall become effective only upon an override of this Board, and completion of alterations by Landlord and acceptance by Tenant, and terminating five (5) years thereafter.

CANCELLATION PROVISION: The Tenant may cancel the lease at any time after the thirty sixth (36th) month of the initial lease term by (a) giving Landlord ninety (90) days prior written notice; and (b) paying the Landlord the remaining balance of tenant improvement build-out costs amortized over a sixty (60) month period, not exceeding $60,000.00.

FUNDING SOURCE: Library Taxing District. This item has been budgeted by the Miami-Dade Public Library System.

OTHER PROPERTIES EVALUATED: 16885 N.W. 67 Avenue – rate of $25.00 per square foot, plus Common Area Maintenance charge (CAM) of $5.25 per square foot.

Country Club Shopping Center, at 18642 N.W. 186 Street – rate of $18.00 to $20.00 per square foot, plus CAM of $5.50 per square foot.

Palmetto Lakes Shopping Center, at 5624 N.W. 57 Avenue – rate of $18.00 to $22.00 per square foot, plus CAM of $4.50 per square foot.

Assistant County Manager