DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New contract [X] OTR [ ] CO [ ] SS [ ] BW [ ] Emergency [ ]

Previous Contract/Project No. N/A

Requisition/Project No.: RFP-00688

TERM OF CONTRACT: Long-Term ground lease with options-to-renew up to 99 years

Requisition/Project Title: Wynwood Development

Description: Development of three (3) parcels of land in Wynwood, City of Miami.

User Department(s): Community Action Human Services Department

Issuing Department: Procurement

Contact Person: Manny Jimenez

Phone: 305-375-4425

Estimated Cost: $0

Funding Source: General Fund

REVENUE GENERATING: Yes

ANALYSIS

Commodity/Service No: 90903/90930 Development & Construction Companies

Trade/Commodity/Service Opportunities

Contract/Project History of Previous Purchases For Previous Three (3) Years

Check Here [X] if this is a New Contract/Purchase with no Previous History

EXISTING 2ND YEAR 3RD YEAR

Contractor: N/A

Small Business Enterprise:

Contract Value:

Comments:

Continued on another page(s): Yes [X] No

RECOMMENDATIONS

SBE Set-Aside Sub-Contractor Goal Bid Preference Selection Factor

% % %%

Basis of Recommendation:

Signed: Manny Jimenez Date to SBD: 09-28-2017

Date Returned to PM: ____________________
Future Solicitation (Draft)

MIAMI-DADE COUNTY, FLORIDA  Contract No. RFP00688

2.0 Scope of Services

2.1 Introduction/Background
Miami-Dade County is seeking Proposals from experienced developers with a proven track record of successfully completing mixed-use development projects, for the development of three (3) parcels of land, all currently owned by Miami-Dade County. The three (3) parcels of land are offered as is, where is without further contribution from the County; hereinafter described as the “Site.” The Proposer must anticipate developing, operating, and maintaining the development project that it proposes for the Site. The Site is located in Wynwood, which has become a globally recognized destination for art, fashion, technology companies, and other creative enterprises in the City of Miami.

The County, through its Community Action and Human Services Department (CAHSD), has determined that the three (3) parcels comprising the Site are currently underutilized. If both timely and properly redeveloped, these properties can better serve the surrounding community, and provide a profitable income stream to the County, which can be used to expand programs to County residents. Currently operating from the three (3) parcels is the De Hostos Senior Center and certain County programs that are offered by the Community Action and Human Services Department. The De Hostos Senior Center offers hot meals, classes, counseling, and other services to senior citizens in the Wynwood area.

Wynwood is a neighborhood located within the City of Miami, which is bursting with world famous artwork, including commissioned murals on commercial buildings. Wynwood is chockfull of retail venues, including restaurants, art galleries, clothing stores, breweries, and night clubs. The Wynwood neighborhood is located in the heart of the City of Miami, just north of downtown Miami and Overtown, beginning at approximately Northwest 20 Street. Previously, Wynwood was an industrial district, occupied by mostly warehouses, many of which were abandoned in the late 1990s. Then, during the mid-2000’s, the Wynwood area began to experience revitalization and attract significant investment, due initially to the Art Basel event located in Wynwood. This has contributed to the creation of an explosion of street graffiti on abandoned buildings in Wynwood. Artists traveled from around the world to create what is now the Wynwood Walls, leading to a significant interest and investment in the Wynwood area. Fashion and art are two (2) major industry components that regularly attract businesses to the area. Currently, Wynwood is home to over 70 art galleries, five (5) museums, and 12 art studios. Regular weekend art fairs are held on the second Sunday of each month, as well as the Wynwood Walls. Wynwood serves as a major tourist destination by itself, with tens of thousands of people visiting Wynwood annually.

Wynwood is accessible by the County’s Metrobus system, and has a population of about 43,410 people (49.5% males, 50.5% females). The City of Miami total population is approximately 419,777 with a median age of 34.8 year. The total number of households within Wynwood is 15,146 with an average income of $30,735 per household and an average net worth of $221,500.

The County anticipates awarding a long-term ground lease agreement, with options to renew, up to ninety-nine (99) year total period, at the County’s sole discretion.

2.2 Proposal Requirements
Any development project envisioned for the Site must consist of a minimum of 16,000 square feet of space set-aside, and to be utilized by the County, at no charge, for Miami-Dade County’s Community Action and Human Services Department, and/or a County program, or other approved program or service, to be solely determined by the County. Currently, the set-aside space is expected to be used by Miami-Dade County to relocate the De Hostos Senior Center, for a public library, and for certain County programs administered by the Community Action and Human Services Department (i.e., for rental/mortgage assistance, job development, computer training). In anticipation of the De Hostos Senior Center being relocated into the new development project, the facility must be both situated and located with the development project so that hot meals can be cooked on the premises, and thereby anticipating the applicable Florida Building Code requirements, including, but not limited to, a ventilation hood, grease trap, hot and cold water lines,
space for large coolers and freezers, adjacent restrooms, and upgraded electrical voltage. All of the space set aside for the County will need to be fully built-out (turnkey, as noted below) by the Selected Proposer, as part of its development project. Additionally, the De Hostos Senior Center, as well as the programs offered by the Community Action and Human Services Department, must be maintained operational during construction of the new development project, either on the Site, or at another facility in the community (with no interruption of services). To the extent that the De Hostos Senior Center and/or the existing County programs need to be moved from the Site during the period of construction, the Selected Proposer shall be required to temporarily relocate the De Hostos Senior Center and the County programs, to a separate location during the period of construction in keeping within the guidelines listed below.

**Temporary Relocation Guidelines**
- Minimum Square Footage: 16,000 sq. ft.
- Number of Parking Spaces: As required by the Florida Building Code, with five (5) additional designated spots for the handicapped
- Number of Phone & Fax Lines Required: 10
- Number of Offices for Employees: Total 7 offices (2 offices - De Hostos, and 5 offices – CAHSD)
- Internet Connections: LAN and Wireless; Level: MetroE
- There must not be an interruption of existing County services
- Costs for relocation of services shall not be charged to the County

The Selected Proposer will be solely responsible for securing all necessary construction and permanent sources of financing, as well as any and all licenses and permits prior to and after construction.

Should a Proposer elect to include in its Proposal a residential housing component, such component can be market-rate housing, or alternatively, should include a mixture of income eligibility requirements that include a range of affordability (Note: There is not a requirement for residential housing on the Site; and there is not a pre-determined requirement that any number or percentage of the units must be set-aside for a certain group or category of income eligibility.)

Further, the development project must be completed with an issued Certificate of Use and Occupancy within three (3) years of the date of execution of the lease agreement between the County and the Selected Proposer. The selected Proposer must return the tenants to the redeveloped property within 60 days after the selected Proposer has secured a Certificate of Use and Occupancy.

### 2.3 The Project Site
The Site being offered pursuant to this Solicitation is comprised of approximately 42,312 square feet (based upon information from County records, not a survey). The Site consists of three (3) parcels of land, on Northwest 29th Street and NW 2nd Avenue, in the Wynwood area, City of Miami as outlined in Attachment 1, Project Site. The location of the Site offers a sizeable amount of both vehicular and pedestrian traffic. Additionally, the Site currently has a 32,018 square foot building built on it, which must be demolished, at the sole cost and expense of the Selected Proposer. The addresses and folio numbers comprising the Site are as follows:

- 211 N.W. 29th Street – 01-3125-024-1780 (Lot Size 21,000 Squared Feet)
- 2948 N.W. 2nd Avenue – 01-3125-024-1590 (Lot Size 14,962 Squared Feet)
- 220 N.W. 30th Street – 01-3125-024-1600 (Lot Size 6,350 Squared Feet)

### 2.4 Mixed-Use Development
The Site must be developed as a mixed-use Project (for example, a single building, that blends a combination of residential, commercial, retail, office, cultural, or institutional uses), or any other use permitted by the zoning for the
Future Solicitation (Draft)

MIAMI-DADE COUNTY, FLORIDA

Contract No. RFP00688

property, with an area consisting of at least 16,000 square feet set-aside in a building for use by the County, as previously described in this Solicitation. The County’s anticipated uses for the set-aside space will be the De Hostos Senior Center, a public library, and office space for the County programs. However, there is no stipulated or stated requirement as to the exact location of the space inside of the development project (any floor within the Project is acceptable), so long as the minimum square footage is provided in a meaningful manner that is acceptable by the County for its intended uses. The set-aside space shall be in turn-key condition, including all furniture, fixtures, and equipment (notably, as part of the negotiations for the lease agreement, the County will provide details regarding the level of finishes and the requirements for the furniture, fixtures, and equipment).

Note: There is no requirement that all of the set-aside space for the County must be contiguous, so long as at least 4,000 square feet are contiguous for the De Hostos Senior Center, 6,000 square feet are contiguous for the public library, and 6,000 square feet are set-aside and contiguous the County programs offered by the Community Action and Human services Department.

2.5 Community Involvement and Resources
The Selected Proposer should consider contacting various local agencies and governmental entities to determine the specific interests and desires of the Wynwood Community. Some community resources include the following:

- Wynwood Business Improvement District (BID)
  310 N.W. 26th Street, Suite 1, Miami, Florida 33127

- Wynwood Design Review Committee (WDRC)
  City of Miami, Planning and Zoning Department
  444 S.W. 2nd Avenue, Third Floor, Miami, Florida 33130

- Miami-Dade Tourist Development Council
  111 N.W. 1st Street, 13 Floor, Miami, Florida 33128

- Greater Miami Convention & Visitors Bureau
  701 Brickell Avenue, Suite 2700, Miami, FL 33131

2.6 Design Guidelines
Project must conform to the design guidelines outlined by the Florida Building Code, the City of Miami Planning Department, the City of Miami Zoning Code (Miami 21), the requirements imposed by this Solicitation, along with any negotiated lease agreement between the County and the Selected Proposer. It should be noted that required sustainable design elements will include at least the minimum of Leadership in Energy & Environmental Design (LEED) Silver certification for new construction. Additional information regarding sustainable or “green building standards” will be discussed and negotiated with the Selected Proposer during lease negotiations.

Further, as part of the Project, the Selected Proposer shall comply with the County’s Art in Public Places requirements as applicable. The requirements can be reviewed in Attachment 2, Section 2-11.15 of the County Code.

The Project must be visually appealing and welcoming to the entire community. It cannot be offensive or provide elements that can be determined to be obscene, annoying, degrading, distasteful, hideous, unpleasant, or hateful. The architectural design features must be a priority and include, but are not limited to, the following: 1) pedestrian safety, with sufficient lighting and open space; 2) clear and distinct entrances and egress; 3) residential units, if any, must be sensitive to the traffic on Northwest 29th Street; and 4) modern architectural creativity that enhances the neighborhood.
In addition, the County reserves the right to modify the design elements any of the Proposals submitted in response to this Solicitation. Such modifications can be to the façade, shape, and/or the interior space of any building included in the development project.

2.7 Parking and Open Space
Parking and open space for all uses must comply with the City of Miami Zoning Code (Miami 21), along with the Florida Building Code, and their various requirements. Further, Proposers must take into consideration that the senior citizens will be utilizing the services of the De Hostos Senior Center, and often times they have greater parking needs and desires over other residents of the community, including a preference for closer proximity to any entrance.

2.8 Zoning
The property is located within the boundaries of the City of Miami and, therefore, is subject to the development restrictions imposed and enforced by the City of Miami. According to the City of Miami’s Zoning Code, the Site is zoned Civic Institutional (CI). Further, there are certain City of Miami landscaping requirements that the Proposers must take into consideration while planning any development project. Such landscaping requirements can be found by visiting the City of Miami website (www.Miami21.org). In addition, according to the City of Miami, the Miami Comprehensive Neighborhood Plan (MCNP) represents a guide for existing and future development, which MCNP consists of certain standards and a land use pattern that must be adhered to, unless changed by the approval of the City of Miami. Information regarding the goals, objectives, and policies of the MCNP, including determining if any changes are necessary in order to develop a proposed development project, can be found by reviewing the MCNP Volume 1 guide, located on the City of Miami website (http://www.miamigov.com/planning/docs/plans/MCNP_January2013.pdf). All of the foregoing information is provided for convenience and informational purposes only and should not be relied upon by Proposers.

Zoning changes, including changes to an abutting zone, and/or changes to the comprehensive master development plan, if reasonably anticipated to receive approval by the City of Miami, may be suggested by a Proposer, and will be evaluated by the Selection Committee based upon the Selection Committee’s assessment of the proposed changes.

Note: It is recommended that Proposers visit the City of Miami website for Zoning Information (www.MiamiGis.com), and/or contact the City of Miami Zoning Department to determine specific development restrictions for the Site. Copy of the City of Miami zoning information for CI is included in Attachment 3.

2.9 Land Ownership, and Land Use
Fee simple title ownership of the Site shall remain in the name of the County. The Site will be leased to the Selected Proposer under a long-term lease agreement. The County is amenable to having the leasehold interest collateralized by a mortgage that is for a project on the Site.

2.10 Environmental
It is the Selected Proposer’s sole responsibility to determine if any environmental conditions exist on the Site, and to secure any environmental assessments and/or studies. The County will assist in the preparation and review of such assessments and/or studies. However, the Selected Proposer will be solely and fully responsible for providing any and all information and paying the cost of any and all studies and analyses required for completion of any such assessments and/or studies. The Selected Proposer will be solely responsible for any environmental remediation of the Site, if required. The County does not make or offer any representation or warranty, whatsoever, regarding the condition of the Site or its sustainability for the uses contemplated by this Solicitation.

2.11 Selected Proposer’s Responsibilities
The Selected Proposer will be required to perform the following:

1) The Project/building must be named after “Eugenio Maria De Hostos”.

2) Assemble a Development Team including the professional, technical, and construction entities (i.e., lead architect, general contractor, engineer, legal counsel, non-profit operator, if applicable, marketing agent, and managing agent). The Development Team will design, construct, and sell and/or lease the Project. The Selected Proposer will be responsible for the ongoing operation, maintenance, and management of the Site after the development project is completed.

3) Prepare conceptual site plans, floor plans, elevations, landscaping, samples of exterior building materials, and detailed specifications, and submit them to the County (specifically the Community Action and Human Services Department) for review and approval, prior to submission to any other governmental entity.

4) Fund and undertake any environmental review, soil testing, and/or remediation on the Site.

5) Properly demolish the existing structure(s) on the Site, and remove the debris to an appropriate landfill or other approved waste disposal location.

6) Provide an equity contribution and any guarantees as required by the construction lender, secure construction financing, and meet any other terms and conditions required by the lease agreement between the County and the Selected Proposer, and all construction and permanent lenders.

7) Pay any and all taxes associated with the development of the Site, and all recording fees and taxes associated with filing a lease memorandum and project financing. After completion, pay any other taxes that may be associated with the development project and/or the Site.

8) Temporarily relocate the De Hostos Senior Center, and the County programs, from the Site, to a temporary location, during the period of demolition and construction, and the return the De Hostos Senior Center, and the County programs to the Site upon the completion of the development project, at no cost to the County.

9) Should the Selected Proposer elect to sell condominium interests on the Site, the Selected Proposer shall be responsible for creating and filing any condominium documents.

10) Market any and all commercial and/or residential units in accordance with the requirements and policy as stated in the Selected Proposer's market guidelines, as approved by the County.

11) Submit upon contract award, and continuing until Certificate of Occupancy, on a quarterly basis, status reports to the County regarding the project's construction, financing, marketing, sales/leasing, and management.

12) Work with the business owners, community leaders, and residents in the Wynwood neighborhood to help improve and revitalize the Wynwood area.

2.12 Payments to the County
The selected Developer shall pay rent to the County for the use of the Site as follows:

1) Initial Rent
   The selected Developer shall pay the County one rate of rent (Initial Rent) for the period between the award of the Agreement by the Board of County Commissioners and the date that the selected Developer is able to
occupy the portion of the development covered under the Agreement resulting from this Solicitation (Date of Beneficial Occupancy).

2) **Guaranteed Rent**
   After the Date of Beneficial Occupancy and through the termination date of the Agreement, the selected Developer shall pay the County a minimum Guaranteed Rent in accordance with the terms of the resulting Agreement.

3) **Percentage Rent**
   In addition to a minimum Guaranteed Rent, the selected Developer shall pay the County a percentage of gross sales over a negotiated breakpoint. The Percentage Rent will override the established minimum Guaranteed Rent once it surpasses a percentage of gross sales over the negotiated breakpoint. The Percentage Rent will not act as a supplemental or additional charge on top of the established monthly minimum.

2.13 **Ground Lease Agreement**
The Site will be leased to the Selected Proposer under a long-term Ground Lease Agreement, in accordance with the term of years as agreed to by the County and the Selected Proposer, up to ninety-nine (99) years. The Site will be leased in its “as-is” “where-is” condition, including without limitation, all existing entitlements, easements, and any environmental conditions and hazards. The lease agreement will contain requirements to ensure that the Selected Proposer demolishes the existing building, and develops the Site in accordance with the plans and specifications reviewed and approved by the County, and that the development of the project moves forward at a reasonable pace.

2.14 **Financing**
It is the sole responsibility of the Selected Proposer to apply for and obtain construction and permanent financing from the lender(s) and other entities in amounts consistent with the lease agreement. At this point in time, Miami-Dade County will not be contributing any funding toward any project on the Site. The Selected Proposer may use different and/or a combination of lenders for construction and/or permanent financing. The amount of the Selected Proposer’s equity will be determined by the lender(s). Each Proposer will be required to submit a term sheet and a letter of intent (or a commitment letter) from a lender indicating willingness to lend an amount necessary for construction financing of the development project within one (1) year of selection of the Selected Proposer. Should the Selected Proposer fail, for any reason, to secure such term sheet and a letter of intent (or a commitment letter) from a lender, the County shall be free to terminate any agreement that it may have with the Selected Proposer regarding development of the Site.

Selected Proposer may use subsidy sources from the County. Selected Proposer must comply with all terms of any subsidy programs that are utilized. However, absent the receipt of a subsidy from the County, depending upon the type and amount of such subsidy, the Selected Proposer shall be required to complete the proposed development project in a timely manner.

2.15 **Real Property Taxes and Charges**
As County-owned property, the Site is currently not subject to real estate taxes. However, such tax exemption may not be available during or after completion of any development project by the Selected Proposer. It is the responsibility of the Selected Proposer, in conjunction with its legal counsel, to determine any and all tax consequences which may arise due to the Selected Proposer developing the project on County-owned land. The County makes no representations or warranties as to the continued availability of any exemption or tax benefit, or to the Selected Proposer’s ability to receive any such exemption or benefit.

2.16 **Schedule**
The Project construction phase shall be completed, as evidenced by an issued Certificate of Use and/or Occupancy, obtained within three (3) years of the date of execution of the lease agreement. An exact schedule of completion, including milestones and any possible penalties for failure to adhere to the schedule shall be the subject of negotiation during the process of formulating a ground lease with the Selected Proposer.

2.17 Services Applicable to All Phases of Work to be Provided
The Selected Proposer shall:

1) Provide the County with a financing plan, including detailed development and operating budgets.

2) Provide quarterly reports to the County on the progress of the Scope of Services and development efforts, including work completed, associated costs, schedule, and budgetary requirements.

3) Secure additional financing, as needed, to ensure overall project completion, such as loans or grants from other governmental entities at the state or federal level.

4) Obtain a full financial credit underwriting/subsidy layering review to be paid for by the Selected Proposer prior to loan closing (loan closing will not occur without this step), when and if there are loans arranged for the development project.

5) Provide the design, construction, and quality control services for the development.

6) Execute and deliver to the County Certificates and Policies of Insurance prior to commencing any operations, which indicate the Selected Proposer has insurance coverage in the type, amount, and classifications, pursuant to the lease agreement, and any other required document or agreement, including, but not limited to a Development and Restricted Covenant Agreement.