

METROCENTER REDEVELOPMENT SCOPE OF SERVICES



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ISSUED BY MIAMI-DADE COUNTY:
Internal Services Department

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**ATTACHMENT 1
SCOPE OF SERVICES**

3.1 Project Background

Miami-Dade County (County) is offering approximately 17.0 contiguous acres of County-owned land within downtown Miami, Florida (the Development Site), for private redevelopment via a long-term Development Agreement. The Development Site represents a combination of excess land and underutilized parcels formed from eleven (11) primary sites, the majority of which are improved and occupied with public uses that will need to be relocated and/or reconstructed in order to vacate the lands for development. The Development Site will be subdivided into Development Pads which each represent an area of land on which improvements are intended to be constructed.

The Development Site, currently branded as “MetroCenter,” is part of a larger 28±-acre area which serves as the seat of the Miami-Dade County Government (Government Center), directly connected to the Metrorail Government Center Station and external transportation networks, at the center of the Miami urban landscape.

The County, established 185 years ago in January 1836, spans a 2,000-acre area in southeast Florida, and is home to over 2.7 million residents and 88,000 businesses. The County operates on a \$9.5 billion budget and employs 26,000 full-time positions. It operates under a home rule charter, allowing the political autonomy to plan and implement policies that are consistent with the best interest of the community. This redevelopment is being undertaken as part of the County’s continued commitment to excellence in governance for residents and businesses alike, leveraging the County-owned assets for both economic and social benefit.

As it exists in 2022, the Government Center is developed with approximately 3.3 million square feet of County-owned improvements including governmental office, courts, public parking and a modest amount of retail, of which 1.1 million square feet are located on the Development Site. As repositioned, the Development Site could support between 17± and 23± million square feet of new development, subject to financial feasibility and market demand, to complement those governmental and public uses which will remain within the larger Government Center footprint.

The intensity, value and potential of the underlying assets allows the County to leverage the Development Site to address multiple challenges in our community, balancing highest and best use with social impact to bring both economic and societal reward to the community.

The RFP, **Attachment 2, Design Guidelines** describes the Development Site and building design objectives and the expected quality of design, as well as specific design requirements for various aspects of the Project. The purpose of the Design Guidelines is to deliver sufficient information to be used by the Master Developer for the future creation of the Master Plan and Project design. The Development Agreement will include a process for requesting modifications to the Design Guidelines, as applicable and where impractical or infeasible, or to optimize design elements, for approval by the County. For avoidance of doubt, the creation of a Master Plan and Project design will be a future responsibility of the selected Proposer, however a draft of the Master Plan will be part of the Phase 2 Proposals.

3.2 Property Information

The Development Site is comprised strictly of County-owned property, which has been rezoned under the County’s regulatory authority and jurisdiction to a) promote Transit-Oriented Development principles and b) entitle the Development Site for high intensity, urban, mixed-use development that maximizes the property to attract private development alongside the public assets. This zoning is formally known as Chapter 33-11(c), Government Center Rapid Transit Zone (Government Center RTZ), of the Miami-Dade County Code of Ordinances (Code) and benefits the sites with a generous density of 500 units per acre plus bonuses, unlimited floor area ratio, and unlimited height subject only to the limitations set by the Federal Aviation Administration for air-traffic to and from the nearby, County-owned Miami International Airport (generally 550 to 750 vertical feet). The land area associated with the larger zoning district approximates 28 net acres which encompass the 17.0-acre Development Site, including nine (9) sites potentially for vertical development approximating 14.3 net acres and two (2) sites (1b and 1c) potentially for a central park approximating 2.7 net acres. The term “net” refers to the physical square footage or acreage within the individual site boundaries as reflected in the boundary survey (pending) and does

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not include public roadways or rights-of-way at the perimeter of each site. The site area for density and floor area purposes, however, may potentially include lands to the middle of the right-of-way (the gross lot area). The classification of net or gross is made for non-regulatory, descriptive purposes. The Master Developer shall verify all land areas as part of the development planning and any regulatory approvals sought required for development and construction of the property.

All sites anticipated for redevelopment are currently improved and will require demolition and relocation of certain existing users, further described in **Section 3.9, Improvements for County Use**. Critical to the Project is the continuity of County Services and appropriate phasing of the demolition and relocation of same.

3.3 Development Agreement and Leases

The County anticipates providing control of the Development Site to the Master Developer through a Development Agreement, with subsequent long-term Leases as individual sites are readied for development. The Development Agreement shall contain the terms, conditions, and obligations under which development rights to the property to be developed will be granted to the Master Developer.

The County will receive remuneration in the form of ground rent and other financial proceeds, appropriately priced to the market, in exchange for the property rights transferred in the Development Site, including the exclusive right provided to Master Developer at the issuance of the Development Agreement, and the rights provided through the subsequent Leases. Certain of these proceeds can potentially be offset by the cost of the public improvements which the County will require within the Project.

The Development Agreement and any subsequent Lease are subject to approval by the Board of County Commissioners. However, the approval may be in the form of pre-approval as to form and terms of subsequent Leases at the time the Development Agreement is approved rather than individual Leases. Nothing in this statement is intended to subvert standard regulatory approvals for buildings and site plans.

Each Lease shall transfer the property rights for development and use of a specific property of the Development Site to the Master Developer, subject to specific improvements to be constructed by Master Developer (such as the Downtown Intermodal Terminal and a public library) on behalf of the County. Each Lease will become effective upon the Master Developer fulfilling all obligations precedent to same in accordance with the Development Agreement.

It is anticipated that each Lease will have a total maximum term of 99 years but may contain renewal terms, the length of which will be based upon the scope of the development proposed and will be established during the negotiation process for such Lease. The County may allow the renewal terms for any Lease to be automatic provided the Master Developer has remained in compliance with the provisions of the Lease and there are no defaults or breaches. There shall be automatic rent adjustments to reflect market value of the property that is the subject of a Lease at all renewals, such market value to be based upon the use of the property at such time including any proposed repositioning to capture changes in highest and best use or market dynamics.

The Development Agreement will allow for the Master Developer to enter into financing arrangements and Sub-Leases between the Master Developer and a third party (i.e., Sub-Lessee) transferring the interests required to effectuate the construction of the project on a Development Pad in accordance with the Master Plan for the successful planning, land development, construction and delivery of the Project. The Development Agreement will define which rights can be transferred.

The Development Agreement will provide conceptual and actual guidelines to the entire development to be completed by the Master Developer including the spaces to be set aside by Master Developer for County and public purposes, as well as the County's obligations and roles in the planning and effectuation for same. The Development Agreement and subsequent Leases will each specify remuneration to be paid to the County for all capital events including but not limited to refinancing of permanent debt, sale of an interest in the real estate including those effected through the sale, in full or partial, or restructuring of a partnership invested in any part of the Project.

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3.4 Project Goals

Specific goals for the Project are for a development that (note that these are not listed in order of importance):

1. Blended Highest & Best Economic and Social Use

- (a) Balances economic highest and best use (as supported by income to the County) with social benefits including primary and secondary education, affordable and market rate housing, transportation, cultural amenities and open spaces, supported by a mix of uses such as commercial, hospitality, and retail tenants that contribute to the economic base and further the establishment of a seamless, active, self-sustaining, urban neighborhood;
- (b) Has a measurable return on investment, including economic/financial and social impacts;
- (c) Has demonstrative market demand, marketability characteristics, and financial feasibility including the ability to remunerate the County for its interest in the land, whether through upfront payments for the Development Agreement and subsequent Leases, ground Lease payments, construction of public spaces as identified herein, or any combination thereof;
- (d) Provides for the unique incorporation of the mixed-income and affordable housing into large-scale, high-intensity, highrise towers that are atypical to the traditional affordable housing models;
- (e) Contributes to a creative, viable solution to the critical affordable housing challenge by identifying real cost savings (not shortcuts) in the construction and delivery of residential units, which can be passed on to residents;
- (f) Incorporates aggressive project schedules, based upon foreseeable and supportable economic, market, and demographic projections in order to efficiently deliver the project with its highest market share, and highest market responsive uses, over the development period; and
- (g) Seeks to attract global and local corporations and institutions to be part of the community, whether as a tenant or partner in development, to serve as pinnacles for the social, economic, and financial impacts of the community.

2. World-Class Planning and Urban Design

- (a) Demonstrates excellence, creativity, and innovation in architectural design and a layout which maximizes the use of the entire Development Site;
- (b) Incorporates open space, scalable amenities within the public-facing footprints and common areas of buildings constructed on site, provides connectivity to the existing Stephen P. Clark Government Center (SPCC) and Metrorail areas, and proposes a manner of connectivity to future open spaces within the Development Site;
- (c) Integrates design and active features that consider quality of life and safety for residents, employees, businesses, and visitors, such as wide-open walkways that are protected from the heat and rain, and avoidance of narrow, remote, and dark corridors and spaces;
- (d) Maximizes orientation and connectivity between the spaces with a focus including walkability, connectivity, the pedestrian experience, and pedestrian and bicycle safety;
- (e) Transforms the Development Site into an exciting and vibrant destination attractive to businesses, community residents, visitors and transit customers;
- (f) Incorporates resource-efficient features that contribute to the long-term resiliency of the Development Site;
- (g) Co-locates synergistic uses in order to share spaces where possible between, for instance, educational facilities, wellness center, cultural facilities and park spaces;
- (h) Incorporates Transit-Oriented Development (TOD) principles that
 - o Encourages use of public transportation and ridership;
 - o Leverages the possibility for direct connection to transit services including the Metrorail, Metromover, and Metrobus; and
 - o Inclusion of components that take maximum advantage of the proximity and convenient accessibility to of the development site to Government Center Station and which provides a functional and aesthetic physical connection between the development and the Station.

3. Public Operations and Efficiencies

- (a) Provides a replacement facility prior to demolition for each County use that will be redeveloped and minimizes the

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- relocations required for County uses that will be retained on the Development Site, as well as the costs for such relocations;
- (b) Provides a realistic project schedule and starts construction of the first phase (to include the Downtown Intermodal Terminal) of construction within twenty-four (24) months of the effective date of the Development Agreement;
- (c) Maintains the County's ability to operate all County uses including but not limited to the Stephen P. Clark Government Center, Metrorail, Metromover, Library, HistoryMiami, Fleet Parking, Fueling and Maintenance, , Daycare, Commission Chambers, with minimal disturbance and minimizes disruption to visitors and staff of those County facilities; and
- (d) Preserves at all times access to the Metrorail and Metromover and does not diminish the County's level of service for its Transit operations.

3.5 Master Plan

3.5.1 Master Plan Overview

The Master Developer shall be responsible for preparing a Master Plan to include all steps requisite to the successful planning, financing, marketing, and delivery of up to 23.0± million square feet of new, mixed-use construction within a cohesive, planned development. The Master Plan shall establish the anticipated density, intensity, building height, site plan including Development Pads, potential mix of uses for individual Development Pads, delegating open spaces and rights-of-way, connectivity, orientation, design standards and goals, infrastructure development and related funding plan, and means of transferring property rights to Sub-Lessees and end-users. The Master Plan is subject to approval by the County.

The Master Developer shall be responsible for executing the Master Plan for the orderly take-down of the different properties in the Development Site, undertaken over a long-term period, anticipated to be 12 to 15 years. The Project will require the demolition and replacement of several County-occupied or operated improvements over this long-term. The Master Developer shall support the take-down and development schedule through appropriate market research, analysis, planning and coordination of the demolition and replacement of the County improvements. Phasing shall ensure that a replacement for a County facility be provided prior to demolition of same.

To allow the Master Developer to plan for the most market-responsive development program, the County is intentionally not defining the timing and phasing of these uses, except for the requirement to include the Downtown Intermodal Terminal in the first phase per **Section 3.4, Item 3(b)**, above. It is anticipated that the Master Developer will have development partners as part of the vertical construction and development over the long term which cannot be identified until the specific property is taken-down/taken down, such as the Sub-Lessees.

3.5.2 Master Plan Objectives

The Master Plan shall meet the following objectives.

1. Describes the concept for development and includes the entire Development Site;
2. Is financially feasible and allows sufficient flexibility for the Project to adapt to market shifts over the long-term in order to remain competitive, financially feasible, and capture maximum market share;
3. Seeks to create a thriving, safe, interactive, 24-hour community, incorporating transit-oriented development principles to build upon the transit and civic infrastructure in-place and connect it with, for example, new office, retail, affordable and market-rate residential, hotel, primary and secondary educational and healthcare uses that are accompanied by actively programmed cultural, parks, and open spaces, under the lens of environmental resiliency and sustainability;
4. Identifies and addresses quality of life issues including pedestrian safety, environmental concerns and opportunities;
5. Seeks to achieve economic highest and best use by including office space that is balanced between large, corporate headquarters and small businesses;
6. Incorporates a site plan that subdivides the Development Site into:
 - (a) Development Pads (separate, independent development sites) which can be legally separated, financed, constructed and operated with improvements to their highest and best use; and

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- (b) designated open spaces including parks, green spaces, and manners of connectivity between the different sites. Such site plan shall incorporate urban planning standards that maximize orientation and connectivity between the spaces; and maximize the footprint to encourage transit-oriented development principles, walkability, connectivity, and pedestrian and bicycle safety;
7. The Master Plan should include a flow chart for pedestrians and vehicles to display how they are interconnected throughout the Development Site;
 8. Should incorporate the “Government Center Development Recommendations” prepared by the Miami-Dade County of Regulatory and Economic Resources Department (RER), Development Services Division, which is provided in **Attachment 2, Design Guidelines**;
 9. Incorporate the sustainability and resiliency requirements described in **Attachment 2, Design Guidelines**;
 10. Should incorporate an Infrastructure Master Plan that:
 - (a) Identifies current conditions;
 - (b) Identifies, plans for and establishes the financial and construction responsibility for potential major infrastructure upgrades and expansion required for the larger district including: (i) those which are typical to development construction costs and/or site-specific (anticipated costs to be borne by Development Pad); and (ii) those potential off-sites which pose an extraordinary development cost which could require or benefit from a specialized funding mechanism such as a Community Development District (CDD);
 - (c) Evaluates current public funding mechanisms and whether they provide sufficient means to address extraordinary costs, to provide infrastructure that is considerate of long-term growth and planning, including resiliency and sustainability goals, both within and outside the district;
 - (d) Identifies a funding structure that is flexible and accounts for fair-share cost contribution from all public and private stakeholders within established legal and policy framework;
 - (e) Coordinates with the County for any current proposed and funded capital projects impacting or proximate to the Development Site, as applicable;
 11. Identifies opportunities to create connectivity west to the Miami River, south to the Underline project (see Miami-Dade County website at <https://www.miamidade.gov/global/transportation/the-underline.page> for further information on that project), or other points of pedestrian & micro-mobility including under the Metrorail and the Historic Overtown Culture and Entertainment District;
 12. Plans for coordination with the Department of Transportation and Public Works, Transportation Planning Organization, and other transit agencies and stakeholders to encompass programs such as Vision Zero, Neat Streets, and Micro Mobility plans in progress as part of the Master Plan goals;
 13. Plans for the engagement of external stakeholders including, but not limited to, State of Florida Department of Transportation (DOT) and City of Miami for rights-of-way and points of connectivity including safety, connectivity, and continuity of surface and wayfinding designs; and
 14. Incorporates the County’s goals for relocations of certain assets per **Section 3.9, Improvements for County Use** in order to make the sites available for development to highest and best use; affordable and workforce housing integrated overall; a parking plan to differentiate between public and private parking, including 2,000 public parking spaces accessible to employees and visitors to the Government Center, plus 132 spaces for the County’s Fleet operations including 50 with Level II EV capacity; and residential uses that generate economic activity and allow residents to have a “live-work-play” lifestyle, incorporating a mix of incomes and unit types including affordable, workforce, and market rate, and specifically sensitive the affordability challenges in our community. Such innovation could include a mix of housing types, such as traditional rental apartments, condominium units, townhomes, student-oriented housing, senior housing and micro units.

3.6 Master Developer Obligations

The Master Developer shall be responsible for coordinating, implementing, and delivering the entire development Project over a long-term development period. These responsibilities shall include the following.

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3.6.1 Project Planning Activities

The Master Developer shall be responsible for:

1. Creation of a Funding, Maintenance, and Operations Plan for common area infrastructure and open spaces that fall outside of the legally defined areas transferred to the Sub-Lessee for the final Development Pads with all such costs to be borne by the Master Developer and/or its Sub-Lessees or end-users;
2. Coordination with all internal and external stakeholders, both regulatory and non-regulatory, having authority or a legal interest in the Project and Development Site; and
3. Coordination with County users to plan and effectuate the relocation of certain uses within the Project such as Library; Internal Services Department, Parking and Fleet; Parks Recreation and Open Spaces (PROS); Juvenile Assessment Center; and the Board of County Commissioners for which the relocation and cost of space will be a negotiated offset against the ground rent paid to the County for the Project.

3.6.2 Development Program Planning and Due Diligence

The Master Developer shall create a successful development program and adapt the site for maximum market acceptance and financial feasibility including, but not limited to, performing:

1. Market research;
2. Marketability analysis to determine appropriate product mix within the Master Plan;
3. Forecast of absorption, retail pricing, initial and ongoing expenses, and net income to the Project;
4. Valuation and financial analysis that identifies the highest and best use for each site over time, supported by tests of financial feasibility thru peer-supported present value indicators including, but not limited to the internal rate of return (IRR);
5. Development of a flexible construction program for the interim and long-term, allowing for the refinement of mix of uses and types of occupants including, but not limited to, retail tenants, office tenants, condominium owners, and government users, as the project plan progresses (for instance, a development plan that proposes, 1.0 million square feet of office on a specific site should allow for sensitivity to replace the office with other market uses, and vice versa, as market conditions evolve over the development term); and
6. Development of a resiliency plan that focuses on sustainable building and environmental practices that can be measured and replicated through each phase as applicable.

3.6.3 Land Planning Activities

The Master Developer shall be responsible for land plan activities to include the following additions and/or refinements to the Master Plan activities:

1. The actual subdivision of the assets from the lands to be retained in County control including filing of a master plat that incorporates reservation of space for public activities including open spaces as identified in the Master Plan;
2. Coordination with external stakeholders including but not limited to the City of Miami and the State of Florida for right-of-way planning including roadways, sidewalks, paths and greenways, which facilitate pedestrian safety and seamless connectivity within the Project;
3. Refinement of Infrastructure Planning following Master Plan footprint for all on- and off-site regulatory and operational requirements including water and sewer, stormwater management, electrical, power, fiber, and internet for the Development Site and to the individual Development Pads;
4. Applying for, obtaining and maintaining any and all permits, licenses, easements, property rights and approvals, necessary prior to, during and after construction;
5. All development fees imposed in connection with the development by the City, County or any other agency of appropriate jurisdiction;

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6. All off-site public improvements and/or infrastructure required for the Development Site (streets, street widening, streetlights, sidewalks, water/sewer infrastructure, landscaping, etc.);
7. Submission of plan(s) to mitigate any disruption to County, other public and/or private operations and/or impacts to County, public and/or private facilities. The plan(s) must be approved in writing by the County prior to commencement of any work that may impact County, public or private operations and/or facilities.
8. Environmental review and assessments required by any authority having jurisdiction over such matters including performing any and all studies and analyses required for such review and assessments and for any remediation of the Site, if required, at its sole expense;
9. Applying for and obtaining any zoning, land use, site plan approval, and/or any other land use planning, changes and/or waivers from the appropriate agency having jurisdiction. (The County does not make or offer any representation or warranty that any such requested changes will be granted.);
10. Obtaining or causing Sub-Lessees to obtain, as applicable, any and all access permits from the City of Miami, State of Florida, County, and/or any authority with such jurisdiction; and
11. Completing a comprehensive due diligence process regarding development of the Development Site.

3.6.4 Master Land Development Activities

The Master Developer shall be responsible for land development activities to include the permitting, financing, construction and delivery of all open spaces, utilities, infrastructure, drainage, roadway and right-of-way improvements required to make the Development Pads available for construction.

3.6.5 Project Development Activities

The Master Developer shall be responsible for:

1. Branding and marketing of the Project to Sub-Lessees, and occupants, in order to attract the Project's fair share of sustainable market demand;
2. Collaboration and partnership with any Sub-Lessee for each site (or groups of sites), including negotiation and effectuation of Sub-Leases at market value and pass-throughs of participation rent to be paid to the County as the vested landowner (in addition to Master Developer base rent);
3. As applicable, coordination with the State of Florida and other regulatory agencies the agreements necessary to allow for the development and sale of condominiums on the leased Development Site;
4. Creation of a financial entity (or district) that requires each Sub-Lessee to pay a fair-share of open space and common area improvements, operations, and maintenance; and
5. Construction and delivery of each parcel, whether by the Master Developer, or contracted for through a Sub-Lease to a Sub-Lessee.

3.6.6 Design & Construction

The Master Developer shall be responsible for all design and construction activities to bring the end-development to fruition as guided by the Design Guidelines herein, whether directly through its own entity, or by Sub-Lease to a qualified entity procured as further established herein, as follows:

1. Obtaining certified, insured, experienced and reputable architectural, engineering and construction services including a general contractor, project manager and subcontractors;
2. Commencement and completion of the construction of the Project in a timely manner and in accordance with the applicable rules, regulations, ordinances and standards required by the County, City of Miami and any other applicable regulatory agency;
3. Making and/or causing to be made any alteration, relocation, or replacement of any County facilities, either temporary or permanent, and with any measures required to maintain County operations during development;

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4. Making and/or causing to be made any extension, relocation and/or upgrading of utilities, including utilities serving existing County facilities, or connection of new utilities, if necessary;
5. Ensuring, prior to construction, that the Master Developer's designated Project Manager, its contractors and/or Subcontractors, as determined appropriate in the sole discretion of the County, meet with County staff to provide relevant information regarding construction related activities. Upon commencement of construction, such meetings will be required as frequently as deemed appropriate by the County;
6. Any damage or impacts to County, public or private systems, facilities or operations resulting from activities undertaken or authorized by the Master Developer must be immediately remediated at the Master Developer's sole expense. If required by the County, the Master Developer must prepare and submit a monitoring, mitigation and remediation plan. The plan, if required, must receive the written approval of the County and be executed by the Master Developer;
7. Ensuring coordination of certain activities which may potentially impact County facilities and/or operations may require the presence of County employees or representatives to monitor and coordinate activities. The Master Developer shall be responsible for all costs incurred as a result of such activities, including but not limited to, payment for all expenses incurred by the County in providing employees or representatives to monitor and coordinate activities;
8. Obtaining bonding and/or assurance of completion as required by law and in a manner acceptable to the County; and
9. Providing, as required either through the Development Agreement or Lease, a warranty to the County and its assigns for the Downtown Intermodal Terminal.

3.6.7 Contract Management & Delivery

The Master Developer shall be responsible for:

1. Coordination of community outreach activities, in accordance with any requirements or specifications by the County for same;
2. Public Record Filing and Recordation of Agreement, and Lease(s) or any other agreements required, if applicable, and payment of all recording fees;
3. The Development Site is County-owned and is not currently subject to real estate taxes; however, it is the responsibility of the Master Developer (and thus to be included in its contractual obligation with Sub-Lessees) to determine any and all tax consequences which may arise as a result of placing a development on the Development Site and for the payment of any and all taxes associated with the development of the Development Site, including but not limited to, ad valorem real estate taxes, that may be associated with the Project and/or the Development Site. Such requirement shall not be transferred from Master Developer to a Sub-Lessee; and
4. Submission of status reports to the County regarding the Project development. Frequency, subject matter and details covered in status reports will be determined by the County and may be changed at any time at the discretion of the County.

3.7 Master Developer Financial Responsibilities

1. The Master Developer shall provide any and all financing required to meet its obligations under the Development Agreement. The financing may be provided via private debt and/or equity, for the anticipated costs of the Project including reasonable reserves to address construction, design, and operation lifecycle replacement and contingencies. The Master Developer shall not be authorized to mortgage, pledge, or assign the Project or any of Master Developer's rights and/or interests under the Project, whether to transfer the Project itself or to obtain financing, without the County's express written approval. Master Developer may not use the full faith and credit of the County to secure financing.
2. The Master Developer shall have the capacity to finance the Project equity and to obtain debt for design and construction through the full operating period to the end of the term of the Project.
3. The financing of the Project may **not** allow for the cross-collateralization or cross-defaulting with any other property, project or other assets. Further, if the development is phased with separate components, each phase or component of the Project must be independently financed and the financing of any phase(s) or component(s) may not allow for cross-collateralization or cross-defaulting with any other phase(s) or component(s).

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3.8 Master Developer's Due Diligence Responsibilities

1. The property is being offered for development on an "as is" basis. The Master Developer is solely responsible for completing a comprehensive due diligence process regarding development of the Development Site including but not limited to environmental studies and securing environmental approvals such as NEPA, survey and site plan approvals, title research and curing of any title defects necessary to make the sites available for development (with the County's support). The County disclaims all responsibility and liability for the completeness or accuracy of any information that it provides.
2. The County does not represent or warrant the condition of the Development Site, its suitability for the uses contemplated by the Master Developer or that development approvals or permits will be issued for the uses contemplated by the Master Developer. The Master Developer shall be solely responsible for obtaining all such approvals and permits and for resolving any objections to the proposed uses, regardless of the source of such objections. The County does not guarantee or represent, in any way, that it will provide support or assistance to the Master Developer in obtaining development approvals or permits or resolving objections to the proposed uses, including but not limited to, objections to such uses by community organizations, community activists, elected City of Miami or Miami-Dade County officials or officials charged with issuing such approvals and permits.
3. The Development Agreement will include provisions for termination should the Master Developer fail or is otherwise unable, for any reason, to secure adequate financing for the Project, and in conformity with the schedule contained in the Development Agreement.

3.9 Improvements for County Use

The Master Developer shall provide public improvements required by the County for its benefit (public) and/or the benefit of its stakeholders, as summarized below. See also **Attachment 2, Design Guidelines**. The improvements identified shall be legally separated to allow for the County's right for occupancy and control, as applicable within the Master Developer's larger structure, either through condominium, perpetual easement, or long-term lease. It is anticipated that the public improvements shall be mixed with additional private-market uses, in order to maximize the use of the entire Development Site.

1. Downtown Intermodal Terminal with a direct connection to the Government Center Station Metrorail and Metromover
2. Fleet Parking, Fueling and Maintenance (for governmental fueling) to be repositioned on-site or relocated in the immediate market area
3. Cultural Arts Campus including signature Library and space for HistoryMiami with shared open spaces and common areas amenities as possible
4. Juvenile Assessment Center, including office and services space, preferably (if possible) incorporated into new, private commercial development on the Children's Courthouse Site Excess Land
5. Office space of approximately 60,000 square feet for use by PROS for headquarters and interactive lobby
6. Recreation, Wellness and Conservation center of approximately 45,000 square feet, preferred to be within a 5-minute walk of the other PROS headquarters and shared / synergy with proximate cultural and education space
7. New County Commission Chambers to include:
 - (a) 36,000± square feet for commissioner office and conference room space for use by the Board of County Commissioners and their supporting uses currently housed at SPCC
 - (b) 7,350± square feet for commission chambers / flexible auditorium space
8. Construct and reserve up to 2,000 spaces for public parking for to be operated by the County in perpetuity, at its adopted parking rates and policies
9. Daycare to include sufficient capacity to meet the demand from the existing daycare facility. The daycare planning shall allow for a mixed-income model including self-pay and participation of subsidized (but funded) daycare and family services through HeadStart or other programs coordinated by the Miami-Dade Community Action and Human Services Department (CAHSD) and managed by the daycare operator. The existing daycare facility is subject to a lease with the YWCA which

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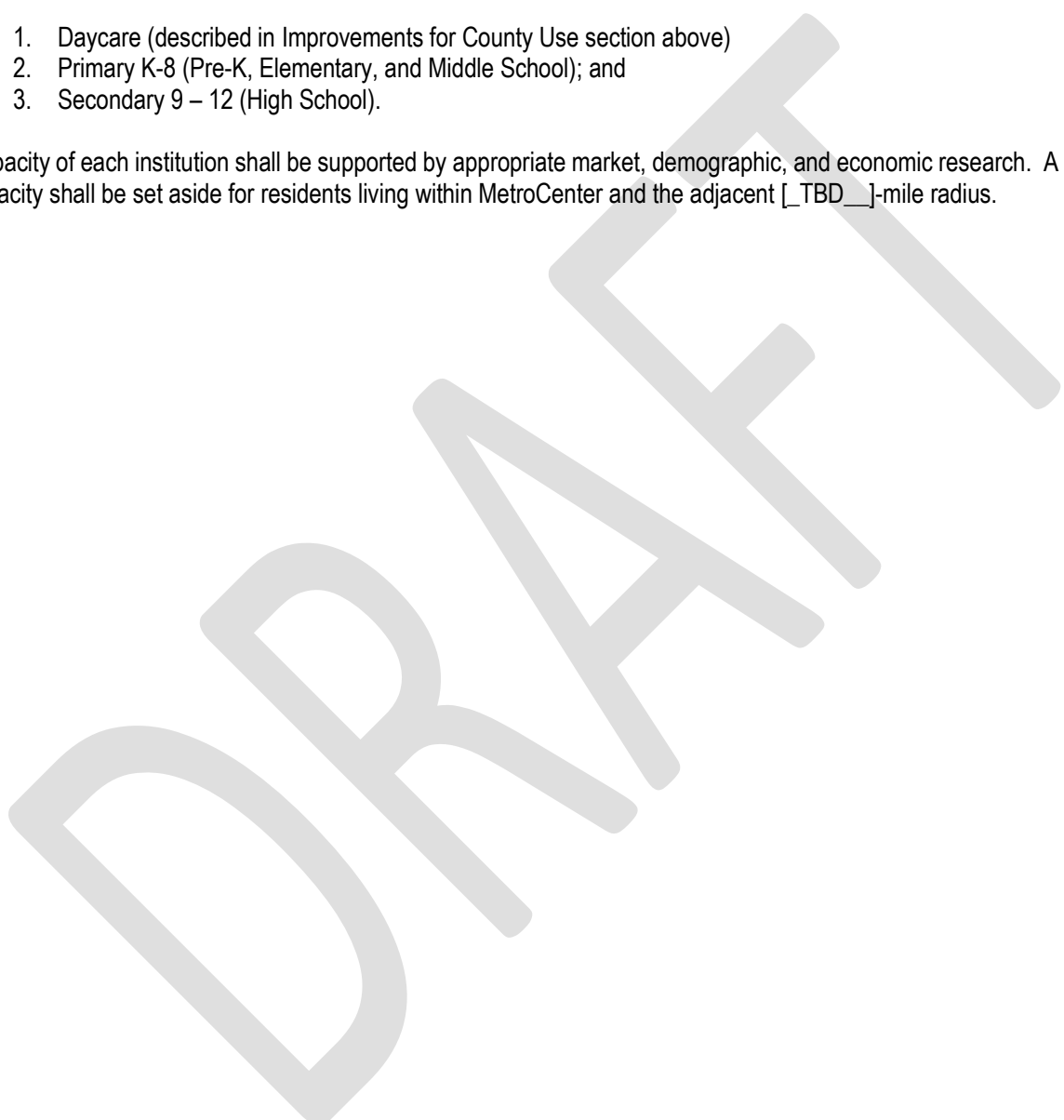
was renewed for the 5-year period May 2022 thru April 2027, at a rate of \$1.00 per year to the County, and a 180-day cancellation clause. YWCA shall be given the right of first refusal for the new daycare within the Development Site.

3.10 Educational Uses

The Master Developer shall include educational facilities in the Master Plan, focused on a continuum of education to empower the residents from infancy through university years, including:

1. Daycare (described in Improvements for County Use section above)
2. Primary K-8 (Pre-K, Elementary, and Middle School); and
3. Secondary 9 – 12 (High School).

The capacity of each institution shall be supported by appropriate market, demographic, and economic research. A [TBD] percent of the capacity shall be set aside for residents living within MetroCenter and the adjacent [TBD]-mile radius.



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3.11 Development Site

1. The Development Site is approximately 17.0 acres in size, which could potentially support between 17± and 23± million square feet of development (including parking), subject to financial feasibility and market demand. The property is zoned Rapid Transit Zone (RTZ) – Government Center Subzone, in accordance with Section 33C-11 of the Miami-Dade County Code of Ordinances. A summary of the sites included within the Project and an aerial location map are provided in **Exhibit 1, Development Site Summary**.
2. The Master Developer will have the right to enter, access, and occupy each individual Development Pad to fulfill its obligations when property control transfers to Master Developer per the applicable Lease. Such obligations will include to secure and insure the Development Pad. All Master Developer activities on the Development Site must be conducted with sensitivity to the continued operations of the Stephen P. Clark Center, Metrorail, Metromover and bus lines.
3. The Development Site currently serves multiple uses including office space, parking, library, museum, designated green space as part of the Downtown Government Center Master Plan, a daycare, a portion of a larger vita course, and secured surface parking for government officials. These uses shall be provided for in the redevelopment plan.
4. The development of the Project will require planning activities with current stakeholders including the Internal Services Department (as Property Manager of the SPCC), and the Department of Transportation and Public Works, in order to maintain accessibility to SPCC and the Metrorail and Metromover.
5. Development of the eastern portion of the site adjacent to the Metrorail will be subject to regulatory controls of the County and the Federal Transit Administration (FTA). Development of the areas immediately adjacent and west of the Metrorail will be subject to regulatory controls of the County. Roadways, sidewalks, and non-County-owned rights-of-way are subject to the additional and separate jurisdiction of the City of Miami.
6. The Development Site includes property purchased, in part, with funds provided by the FTA. Accordingly, the Development Agreement must comply with all FTA requirements for joint development. (Information related to FTA regulations regarding joint development can be found at <https://www.transit.dot.gov/jointdevelopment>.)
7. For all development adjacent to the Metrorail and Metromover systems, Master Developer shall at all times adhere to the requirements set forth in the “Department of Transportation and Public Works Adjacent Construction Manual” published by the Department of Transportation and Public Works, Office of Safety and Security and the “County Construction Safety Manual” which are provided in **Attachment 2, Design Guidelines**.
8. On July 24, 2018, the Board of County Commissioners adopted Ordinance No. 18-81 expanding the County’s Fixed-Guideway Rapid Transit System Development Zone and creating the Government Center Subzone. The Development Site is located within this Government Center Subzone. Any zoning applications or building permits on-site will be processed through the County; further, any development or construction over or connecting to the Department of Transportation and Public Works-owned real property at the easternmost portion of site adjacent to the Metrorail shall require additional approvals and construction standards from the FTA; any development, construction, or impacts to the rights-of-way including roadways and sidewalks shall require coordination with and approval from the City of Miami.
9. The Master Developer will be responsible for obtaining all Environmental Studies, Geotechnical, property and underground utilities surveys, as part of the development due diligence on site, as well as obtaining all permits and approvals necessary for the Project including, but not limited to, the following. To the extent that remediation for any of the below conditions is necessary the cost of same shall be the responsibility of the Master Developer and considered accounted for in the ground rent provided to the County in exchange for the rights transferred in property through the Development Agreement and each Lease.
 - (a) Geotechnical: As required by regulatory or permitting agencies, the Master Developer shall perform geotechnical testing and soil borings to determine load bearing capacity of the Site, interpret the testing data and provide a geotechnical report to the County.
 - (b) Hazardous Material: The Master Developer shall be responsible for all environmental testing required as part of the site development including, but not limited to, an American Society for Testing and Materials (ASTM) Phase I Environmental Site Assessment, any additional environmental diligence and testing required by the Miami-Dade

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- County Department of Regulatory and Environmental Resources (RER) and, as applicable, perform remediation necessary to obtain approvals for Development Site from RER in its role as a regulatory agency for environmental and hazardous materials.
- (c) Utilities: The Master Developer will coordinate all utility interfaces with the County including, but not limited to, central chilled water piping, electrical infrastructure, underground sanitary and storm water connections, and fire mains.
 - (d) Impact to Third Parties: The Master Developer will coordinate with City of Miami, Miami-Dade Internal Services Department regarding the SPCC, and Miami-Dade Department of Transportation and Public Works regarding the Metromover, Metrorail and bus lines to ensure mitigation of potential impacts by the Project, including the construction staging area, and any others that may be relevant (see the Department of Transportation and Public Works Adjacent Construction Manual).
 - (e) Agreements with Utility Companies: The Master Developer will seek construction phase and final operating agreements with utility companies including but not limited to Miami-Dade Water and Sewer Department, Florida Power and Light, and any other required utility companies.
 - (f) Permitting: The Master Developer will obtain planning, building and zoning permits from the County.
 - (g) Survey: The County has obtained a Sketch of Boundary and Topographic Survey for the SPCC site from Miller Legg, which is provided in **Attachment 2, Design Guidelines**. The County's own professional survey staff within the Department of Transportation and Public Works have prepared additional, formal surveys of the remaining properties in the Development Site dated July 2022. The County makes no warranty as to the accuracy of the information on this survey and is providing same to facilitate the solicitation process. The Master Developer shall be responsible for verifying the information on the Survey prior to reliance thereon and, if and as needed, acquiring additional surveys by a certified professional surveyor licensed in the State of Florida experienced and experienced in the urban Miami area.

3.12 Key County Departments and Stakeholders

This Project will be accomplished through the commitment and coordination of several key County departments and internal stakeholders as follows:

1. Miami-Dade County Internal Services Department, as Property Owner and Project Lead;
2. Miami-Dade County Department of Transportation of Public Works, as Property Owner with a vested interest in the transit improvements including a new bus terminal as part of this Project;
3. Miami-Dade County Department of Regulatory and Environmental Resources, as an integral contributor to the design and standards of the larger project, separate of its regulatory role which in no way will be subverted as part of this Project;
4. Miami-Dade County Public Housing and Community Development Department, to consult on the affordable housing component of the Project, as applicable;
5. Miami-Dade County Public Library System, as a perpetual tenant/user within the vertical development of the Project;
6. Miami-Dade County Department of Parks, Recreation, and Open Spaces, as a stakeholder in the future programming of open spaces, and a perpetual tenant/user for office and Wellness Center within the vertical development of the Project;
7. Miami-Dade County Cultural Affairs to coordinate for the relocation and new construction of a facility for HistoryMiami, and the programming for open spaces with cultural activities, and Art in Public Places; and
8. Juvenile Services Department.

There will be coordination with external stakeholders to include:

- HistoryMiami;
- YWCA (Daycare tenant) and Community Action and Human Services Department for related HeadStart program within the Daycare;
- FTA, to the extent that the Master Developer proposes using any of the land within the existing Metrorail right-of-way (including air-rights); and

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- Florida Department of Transportation, to the extent any approvals may be required for adjacencies and rights-of-way.

3.13 Management, Maintenance, and Operations Responsibilities

The Development Agreement will include technical provisions informing the design of public improvements incorporated into the Project by the Master Developer. The responsibilities of the Master Developer will include all financing, planning, design, construction, and delivery of the Project, and all costs related to same, whether undertaken by the Master Developer and/or its Sub-Lesseees. The property management, maintenance of the real property and any related furnishings, fixtures and equipment, and operations of the programs and uses within the different spaces are anticipated to be divided between the parties as follows. The intent of this division is to provide the County the autonomy to manage the use, security and operations of County-occupied space and the Master Developer / Sub-Lessee the obligation for maintenance of structural and building components for the larger buildings in which the County will occupy space.

	Management, Repairs, and Replacements	Maintenance (including Utilities, Janitorial, Security)	Day to Day Operations
Downton Intermodal Terminal	County	County	County
Public Library and all back-of-house areas	Master Developer or Sub-Lessee	County	County
Commission Chambers & Auditorium Space	County and/or Assigns	County	County
County-Occupied Office Space (Commission, PROS and any future assigns to same)	County and/or Assigns	County	County, as applicable
HistoryMiami	County and/or Assigns	County and/or Assigns	County and/or Assigns
Common Areas within Building Improvements	Master Developer	Master Developer	Master Developer
Common Areas and Open Spaces on Site (External to Building Improvements)	Master Developer	Master Developer	County
Parking	Master Developer	County	County

3.14 Ownership

1. The County is the undivided owner of the land underlying the Project, and the County and/or its successors and its assigns shall retain fee simple ownership of the land underlying the Project.
2. The County shall provide the Master Developer with Leases for those lands and air rights required to construct the entire Project; subsurface rights shall be non-exclusive, and the Master Developer shall not have the right to transfer sub-surface or air rights to any other party except to a tenant via Sub-Lease as a party to the development to facilitate the Project, and not for profit.
3. The Master Developer shall transfer the complete interest in the Downtown Intermodal Terminal upon completion of construction to the County by way of a Condominium deed, an Easement in Perpetuity, a [TBD]-year lease with a subsequent [TBD]-year renewal at the County’s sole discretion, or other options which may be acceptable to the FTA.
4. The Master Developer shall maintain ownership of all vertical and site improvements constructed by Master Developer as part of the Project for the life of the applicable Lease. The County shall be named as a beneficiary of any interests held including those provided for construction and underwriting purposes and shall at all times be contingent lienholder on any financing and transfer of interests in such improvements.

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5. Except for the Downtown Intermodal Terminal, Master Developer shall transfer the County-requested improvements to the County via perpetual easement or lease, cancellable only at the County's discretion or default of obligations specific to said easement(s) or lease(s).

3.15 Payment Structure and Source of Funding

1. The County will reimburse or otherwise make remuneration to the Master Developer for the Downtown Intermodal Terminal, with funding to include the Charter County Transit Surtax.
2. In exchange for the County-owned land required to construct the Project, including all surface, sub-surface and air rights to be granted as part of the Development Agreement, the Master Developer shall provide remuneration to the County in the form of an Annual Ground Base Rent and Participation Rent.
3. In exchange for the public improvements to be constructed by Master Developer and provided to the County via lease, condominium deed, or easement, the Master Developer shall receive remuneration from the County in the form of an Annual Payment. Such annual payment shall be based upon the total cost of the improvements, and exclude any land, but including Master Developer profit up to [TBD] percent and shall be consistent with the amortization of the improvements at their construction cost over a 30-year period at a rate not to exceed [TBD].
4. In any year when the payment due to the County from the Master Developer is either more or less than the payment due from the County to Master Developer, the party owing more than the other shall pay the net difference between the payments due. The Downtown Intermodal Terminal is intentionally excluded from such credit calculation.
5. The County intends to seek sources of funding for the public improvements after the Development Agreement is effective. The Master Developer's financial plan shall allow for flexibility for the County to make financial contributions towards any public improvement at different milestones including, but not limited to, bonds, grants, and any other revenue stream which the County can avail for same.

**EXHIBIT 1
DEVELOPMENT SITE SUMMARY**

This exhibit provides a summary of the sites included within the Project, some excluded sites, and an aerial location map.

Sites within Project

Site #	Site Name / Current Use	Site Area (Acres)	Address / Folio	Potential Min. Dev. Sq. Ft.	Potential Max. Dev. Sq. Ft.	Potential Height (Ft)
1a	Stephen P. Clark Center (SPCC) North Excess Land / (Surface Parking & Daycare Tenant)	3.1	111 NW 1 St. 01-4137-023-0020 (Portion)	3,241,000	4,861,000	750
1b	Central Park Space at SPCC (Vita Course, Open Space)	1.9	See #1 Above	1,986,000	2,980,000	750
1c	SPCC - Existing Commission Chambers	0.8	See #1 Above	836,000	1,255,000	750
2	Hickman Office Building (Parks, Recreation and Open Spaces HQ; Juvenile Assessment Center Office & Intake)	1.7	275 NW 2 St. 01-0109-050-1090	1,629,000	2,222,000	550
3a	Motor Pool Lot (County Fleet Surface Parking)	0.8	120 NW 2 Ave, et al 01-0110-080-1010, 1020, 1030, 1040	767,000	1,045,000	600
3b	Hickman Parking Garage (Public Parking)	1.9	270 NW 2 St. 01-0110-080-1070	1,821,000	2,483,000	600
3c	Motor Pool Gas Station (County Fleet Service & Fuel)	0.3	150 NW 2 Ave. 01-0110-080-1160	287,000	392,000	600
4	Cultural Plaza Office & Garage (Public Office and Parking)	1.7	50 NW 2 Ave. 01-0111-090-1020 (Portion)	1,629,000	2,222,000	650
5	140 Building (In process of demolition, no current uses)	0.5	140 W. Flagler St. 01-0114-040-1080	479,000	653,000	700
6	Cultural Plaza (Public Library and HistoryMiami Museum)	3.3	20 NW 1 Ave. 01-4137-027-0010 (Portion)	3,162,000	4,312,000	750
7	Children's Courthouse Surface Lot (Judicial Parking)	1.0	155 NW 3 St. 01-4137-070-0010 (Portion)	958,000	1,307,000	750
Total Redevelopment (Net) Site Acreage (Excluding Rights-of-Way)		17		16,795,000	23,732,000	

**Note: The potential minimum and maximum development square feet columns are provided for informational purposes. The actual square feet per site will be determined pursuant to the Master Plan which will require park and open spaces, reducing the figures illustrated above.*

**EXHIBIT 1
DEVELOPMENT SITE SUMMARY**

The following are active County Developments in MetroCenter that are not part of the Development Site and are provided for informational purposes only.

MetroCenter Excluded Sites

Site #	Site Name / Current Use	Site Area (Acres)	Address / Folio	Potential Min. Dev. Sq. Ft.	Potential Max. Dev. Sq. Ft.	Potential Height (Ft)
8	Historically Designated Dade County Courthouse / Sale in process; limited to Adaptive Re-Use	1.66	73 W. Flagler St. 01-0111-050-1060	270,000	270,000	28
9	New Civil Courthouse Under Construction (P3)	0.57	Portion of 101 W. Flagler St. 01-4137-027-0010	537,968	537,968	
10	North River Towers RFP Issued	1.05	395 NW 1 St. & 24 NW N. River Dr., 01-0110-090-1120 & 01-0111-020-1080	815,900	953,214	

Aerial Location Map



Notes: Illustrative Purposes Only. Not to Scale. NW 1 Avenue has been realigned immediately west of the Family Courthouse. Development site includes the option of connecting to the Metrorail / Metromover at the eastern (right) edge of Site 1a, which is under the purview of Miami-Dade County Department of Transportation and Public Works and subject to Federal Transit Administration (FTA) Grant Management oversight and approvals for the use of such space.