

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY ADVERTISED PUBLIC HEARING, ACCEPTING THE RECOMMENDATION OF THE CITY'S FINANCE AND ECONOMIC RESILIENCY COMMITTEE, AND WAIVING, BY 5/7TH VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT IN SECTION 82-39(a) OF THE CITY CODE, FINDING THAT THE PUBLIC INTEREST WOULD BE SERVED BY WAIVING SUCH CONDITION; APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A NEW LEASE AGREEMENT BETWEEN THE CITY (LANDLORD) AND MIAMI BEACH WATERSPORTS CENTER, INC. (TENANT) FOR A PERIOD OF NINE (9) YEARS, COMMENCING ON FEBRUARY 1, 2021 AND ENDING ON JANUARY 31, 2030, FOR THE USE OF CITY-OWNED PROPERTY LOCATED AT 6500 INDIAN CREEK DR A/K/A THE RONALD W. SHANE WATERSPORTS CENTER, CONTAINING A TWO-STORY BUILDING AND A BOAT HOUSE, FOR THE CONTINUED OPERATION OF A ROWING CENTER.

WHEREAS, on December 14, 1988, the City ("Landlord"), and Miami Beach Jewish Community Center, Inc. (JCC), a not-for-profit corporation, as tenant, entered into a Lease Agreement for the use of a portion of the property located at 6500 Indian Creek Drive, to construct, operate, and maintain a rowing facility, at the JCC's sole cost and expense, as amended (the "Amended and Restated Lease Agreement"); and

WHEREAS, on April 17, 1996, the Mayor and City Commission adopted Resolution No. 96-21955, approving an Assignment of Lease, assigning all interest in the Amended and Restated Lease Agreement to Miami Beach Watersports Center, Inc., as lessee ("Tenant"); and

WHEREAS, on July 10, 2002, the City and Tenant entered into that certain Second Amended and Restated/Consolidated Lease (the "Second Amended Lease"), approving Tenant's proposal to construct a second story to the existing building on the leased premises, at Tenant's sole cost and expense; as well as adding an additional parcel of land to the leased premises, for the construction of a dry dock at Tenant's sole cost and expense; and

WHEREAS, in 2007, Tenant completed a two million dollar (\$2,000,000.00) expansion project on the leased premises, which included the construction of a dry dock facility and a second story to the existing building (collectively, the "buildings and improvements"), now known as the Ronald W. Shane Center (the "Facility"); and

WHEREAS, Tenant secured a portion of the financing for the expansion project from its benefactor, Dr. Ronald W. Shane's foundation, the Shane Family Foundation Corporation (the "Foundation"), pursuant to an unsecured loan, in the amount of \$850,000.00; and

WHEREAS, Tenant currently owes the Foundation approximately \$792,000.00 ("Capital Contribution Balance"); and

WHEREAS, the Second Amended Lease expires on May 21, 2021; and

WHEREAS, on November 13, 2020, the Finance and Economic Resiliency Committee

(FERC) discussed the Tenant's request for a new lease and recommended in favor of approving the new lease based upon the following essential terms:

- **Demised Premises:** 6500 Indian Creek Drive, Miami Beach, Florida 33139;
- **Term:** Nine (9) year term, with the early termination of the existing Second Amended Lease, in order provide Tenant with additional time to repay/amortize the Capital Contribution Balance;
- **Rent:** Ten Dollars (\$10.00) payable annually;
- **Uses:** Primary operation, a rowing center; opportunities for education for children and adults; a unique and enjoyable venue for rowing and other watersport related activities, special events, receptions, and community meetings; a catalyst for community promotion of its waterway usage; enhancement of rowing-related water recreational education programs; and continued development of adaptive rowing program; second floor hall for hire, leased to third parties for conferences and meetings, catered events and receptions;
- **Turnover of Buildings and Improvements:** The City would be transferred the buildings and improvements via a quit claim deed prior to the end of the existing term and the City would insure the buildings and improvements as part of its stock, thereby reducing the Tenant's operating expenses;
- **Tenant Maintenance Responsibility:** Tenant would retain responsibility over the operation, management and payment of all utilities, janitorial, pest control, grounds maintenance services, repair and replacement of all improvements, fixtures, and equipment on the Demised Premises; maintenance of the elevator, HVAC, and interior plumbing, electrical and paint;
- **City's Maintenance Responsibility:** The City would be responsible for the repair or replacement (at the City's sole discretion), of the capital improvements or infrastructure (i.e. including, but not limited to, the roof, structural elements and infrastructure, HVAC replacement, exterior structural plumbing and sewer lines, and structural electrical, seawall, exterior windows etc.) and maintenance of the exterior paint for the Demised Premises; and
- **City's Use:** The City would have use of the Facility at no cost to the City, for meetings, events, and as a polling station; and

WHEREAS, the City Manager recommends in favor of accepting the recommendation of FERC and waiving, by 5/7ths vote, the formal competitive bidding requirement in Section 82-39(a) of the City Code, finding that the public interest would be served by waiving such condition, and approving the proposed new lease agreement, incorporated herein by reference and attached to this Resolution as Exhibit "A", for a nine year term, commencing on February 1, 2021 and ending on January 31, 2030.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission, following a duly advertised public hearing, hereby accept the recommendation of the City's Finance and Economic Resiliency Committee, and waive, by 5/7th vote, the formal competitive bidding requirement in Section 82-39(a) of the City Code, finding that the public interest would be served by waiving such condition; approve and authorize the Mayor and City Clerk to execute a new lease agreement between the City (Landlord) and Miami Beach Watersports Center, Inc. (Tenant) for a period of nine (9) years, commencing on February 1, 2021 and ending on January 31, 2030, for the use of City-owned property located at 6500 Indian Creek Dr a/k/a the Ronald W. Shane Watersports Center, containing a two-story building and a boat house, for the continued operation of a rowing center.

PASSED and ADOPTED this ____ day of _____ 2021.

ATTEST:

Dan Gelber, Mayor

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

1/7/21
Date