

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON FIRST READING, PURSUANT TO SECTION 82-37(A)(2) OF THE CITY CODE, AN AMENDMENT TO THE CITY'S LONG-TERM LEASE (THE "AMENDMENT") WITH THE GREATER MIAMI JEWISH FEDERATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (THE "FEDERATION") FOR THE HOLOCAUST MEMORIAL SITE LOCATED AT 1933-1945 MERIDIAN AVENUE (THE "MEMORIAL"), ATTACHED AS AN EXHIBIT TO THE COMMISSION MEMORANDUM ACCOMPANYING THIS RESOLUTION, WHICH AMENDMENT: (1) EXTENDS THE TERM OF THE EXISTING LEASE FOR AN ADDITIONAL TWENTY-ONE (21) YEARS; AND (2) EXPANDS THE LEASED PREMISES TO INCLUDE THE ADJACENT MUNICIPAL PARKING LOT AT 775 19TH STREET (THE "ADDITIONAL PREMISES"), FOR THE SOLE PURPOSE OF PERMITTING THE FEDERATION, AT ITS SOLE COST AND EXPENSE, TO DEVELOP, CONSTRUCT, OPERATE, AND MAINTAIN A STATE OF THE ART HOLOCAUST MEMORIAL COMMUNITY LEARNING CENTER ON THE ADDITIONAL PREMISES, FOR THE PRESENTATION OF EXHIBITS, LECTURES AND OTHER INTERACTIVE PROGRAMMING THAT CONNECTS THE HOLOCAUST EXPERIENCE TO CONTEMPORARY CIVIC LIFE AND PROMOTES TOLERANCE, REMEMBRANCE AND GLOBAL HUMAN RIGHTS; FURTHER, WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENT OF SECTION 82-39 OF THE CITY CODE, FINDING THAT THE PUBLIC INTEREST WOULD BE SERVED BY WAIVING SUCH REQUIREMENTS; FURTHER, WAIVING, BY 5/7THS VOTE, THE ART IN PUBLIC PLACES CONTRIBUTION REQUIREMENT, PURSUANT TO SECTION 82-587(C)(1) OF THE CITY CODE, FINDING THE WAIVER TO BE IN THE BEST INTEREST OF THE CITY; FURTHER, PROVIDING THAT THE AMENDMENT SHALL BE SUBJECT TO THE APPROVAL BY A VOTE OF AT LEAST SIXTY PERCENT OF THE CITY'S VOTERS VOTING IN A CITY-WIDE REFERENDUM, IN ACCORDANCE WITH SECTION 1.03(B)(3) OF THE CITY CHARTER; AND FURTHER SETTING THE PUBLIC HEARING FOR THE SECOND AND FINAL READING/PUBLIC HEARING OF THE RESOLUTION.

WHEREAS, the City is the owner of the property located at 1933-1945 Meridian Avenue, the current site of the Holocaust Memorial ("Memorial"); and

WHEREAS, on January 26, 2000, the City entered into a 99-year lease agreement with the Holocaust Memorial Committee, Inc. (the "Lease"), to operate and maintain the Holocaust Memorial located at 1933-1945 Meridian Avenue (the "Memorial"); and

WHEREAS, on January 16, 2008, the Lease was assigned to the Greater Miami Jewish Federation, Inc. ("Federation") pursuant to Resolution No. 2008-26732; and

WHEREAS, the Federation has successfully operated and maintained the Memorial since that time, and the Federation's existing Lease for the Memorial expires in 78-years, on March 8, 2099; and

WHEREAS, the Memorial is dedicated to teaching and inspiring through Holocaust education, cultural programs and initiatives, visitations to the Memorial, and outreach to the community, and the

goal of the Memorial is to illuminate the dangers of antisemitism, racism, persecution and other hatreds through the lens of the murder of 6 million Jews and others who perished during the Holocaust in Europe from 1939-1945; and

WHEREAS, the Memorial is a solemn gathering place for our community, a symbol of strength that expresses the Holocaust through art and beauty, and the Memorial serves as a reminder for the future, encouraging visitors to learn about the Holocaust, remember and honor its victims and survivors, and confront issues of genocide, anti-semitism, and unchecked, divisive movements grounded in hatred; and

WHEREAS, there is no entrance fee to visit the Memorial, and all of its programming for the community is free to the general public, and the Memorial is open every day, including holidays; and

WHEREAS, over the years, the Memorial has served as a focal point for Holocaust-related education efforts, serving thousands of schoolchildren, teachers, college students, and the City's residents and visitors; and

WHEREAS, prior to the COVID-19 pandemic, the Memorial concluded the year with over 100,000 visitors, including more than 11,000 students from South Florida, primarily from Miami-Dade County, and this does not include the Memorial's robust social media, new initiatives for teachers, and materials that are widely distributed throughout the U.S.; and

WHEREAS, although the visitor experience at the Memorial is impactful, the Memorial lacks facilities that would permit the presentation of changing exhibits, lectures and other programming and related activities, and, as a result, many local and regional visitors to the Memorial rarely visit the Memorial more than once; and

WHEREAS, at the State of the City address on February 24, 2020, Mayor Gelber announced that he intended to sponsor a proposed transaction for a modest expansion of the Memorial, which would include the footprint for the adjacent parking lot at 775 19th Street, currently used as a surface parking lot with only 22 parking spaces (5 of which are already designated for the Memorial); and

WHEREAS, the Federation has proposed an expansion of the existing Memorial site, and a corresponding modest extension of the existing Lease, to allow the Federation to expand the Memorial and develop a community center to activate the Holocaust Memorial through interactive experiences; and

WHEREAS, the Federation has proposed that the current Lease for the Memorial be amended to include a portion of the City owned surface parking lot, adjacent to the Memorial, located at 775 19th Street, Miami Beach, equal to approximately 12,000 square feet ("Additional Premises"), the Additional Premises is more particularly described in Exhibit "B" to the Memorandum Accompanying this Resolution; and

WHEREAS, the proposed transaction would be structured as an amendment to the existing Lease (the "Lease Amendment"), which would extend the term of the existing Lease for an additional 21 years, for a total term of 99-years from the effective date of the Lease Amendment, and include the Additional Premises as part of the Lease, for the sole purpose of providing the Federation with the ability to design, construct, operate and maintain a cultural center at the Memorial, at the Federation's sole cost and expense; and

WHEREAS, the Lease Amendment is attached as Exhibit "A" to the Commission Memorandum accompanying this Resolution, and as further set forth in the Lease Amendment, the Lease Amendment would include:

- (1) Extend the term of the existing Lease for an additional 21 years (for a total term of 99 years from the effective date of the Lease Amendment);
- (2) Include the Additional Premises as part of the Lease;
- (3) Provide for the development of the Project at the Federation's sole cost and expense (with the development related terms set forth more fully below);
- (4) Specify that the use of the Additional Premises will be limited to a community center providing educational and cultural exhibits, events and programming compatible with and complementing the Memorial, as well as ancillary uses consisting of a gift pavilion for the sale of commemorative pictures and similar personal items, and a café serving light fare and not to exceed 1,000 square feet;
- (5) Require the Federation to accept the Additional Premises in its as-is condition, including without limitation, environmental condition;
- (6) Clarify that prior to commencement of construction, the City will have the right to continue to use the Additional Premises as a surface parking lot;
- (7) Indemnify the City for losses in connection with any lawsuit challenging the validity of the Lease Amendment, any governmental approvals, or the failure of the Federation to complete construction in accordance with the Lease Amendment;
- (8) Provide each party with termination rights. Specifically, the Federation will have the right to terminate the Lease Amendment for convenience prior to issuance of the building permit for the Project. The City will have the right to terminate the Lease Amendment as a result of any default by the Federation, including failure to satisfy the conditions precedent to commencement of construction and/or achieve the outside dates for commencement of construction and completion of construction;
- (9) The annual rent for the entire leased premises under the existing Lease would remain unchanged at the current annual rent of \$10.00; and

WHEREAS, the proposed cultural center would consist of approximately 7,000 square feet for learning and education space, exhibition space (both temporary and permanent), performance space and outdoor landscaped areas designed by the architect Arquitectonica (collectively, the "Project"); and

WHEREAS, the Project is intended to activate the Memorial through interactive and other programming to reach broader audiences by educating students and the public about tolerance, human rights and the need for global understanding and community, the Concept Plan for the Project is attached as Exhibit "C" to the Memorandum accompanying this resolution; and

WHEREAS, the Federation's obligations with respect to development and construction of the Project will be incorporated into the Lease Amendment, and the City Commission shall approve the Concept Plan design of the Project as part of its approval of the Lease Amendment; and

WHEREAS, the Federation's possession of the Additional Premises and commencement of construction will be subject to the satisfaction of certain conditions, including (1) approval by the City's Design Review Board ("DRB"); (2) delivery of acceptable payment and performance bonds naming the City as a co-obligee; (3) delivery of a budget for the costs of construction; (4) City's approval of the general contractor/design builder for the Project; (5) delivery of the general construction contract with the approved general contractor/design builder; and (6) the City's receipt of satisfactory evidence that the Federation has sufficient funds to build the Project; and

WHEREAS, the Lease Amendment sets certain target milestones for the timely completion of the Project which include: (1) target date for DRB approval within 24-months after the effective Date; (2) final building permit within 21-months of DRB approval (3) commencement of construction within 24-months of DRB approval; and (3) completion of construction within 36 months after DRB approval; and

WHEREAS, the Project will not require any funding to be provided by the City, and does not contemplate changing any of the terms of the existing Lease, except as provided in the Lease Amendment; and

WHEREAS, in furtherance of the Federation's commitment that the City will not be required to provide funding for the Project, the Federation has signed a reimbursement agreement with the City, and has agreed to reimburse the City for its out-of-pocket costs and expenses in connection with the due diligence and negotiation of the proposed Lease Amendment, including parking rate consulting fees, outside counsel, surveys, and other reviews, as may be reasonably required by the City; and

WHEREAS, at the March 26, 2021 Finance and Economic Resiliency Committee, following a presentation by the Federation of the proposed Memorial expansion and Lease Amendment, the members of the Committee unanimously recommended that the Mayor and City Commission approve a Lease Amendment consistent with the Terms Sheet; and

WHEREAS, at the April 21, 2021 City Commission meeting, the Mayor and City Commission adopted Resolution # 2021-31688, accepting the recommendation of the City's Finance and Economic Resiliency Committee to approve the Term Sheet for the Lease Amendment; and

WHEREAS, pursuant to Section 82-37 of the City Code, the Lease Amendment would require two readings before the City Commission, with the second reading being a public hearing; and

WHEREAS, the Lease Amendment would require the waiver of competitive bidding and the appraisal requirement under Section 82-39 of the City Code, by a 5/7ths vote by the City Commission; and

WHEREAS, additionally, the Lease Amendment contemplates a waiver of the Art in Public Places contribution requirement, pursuant to Section 82-587(C)(1) of the City Code, with a finding that such waiver is in the best interest of the City; and

WHEREAS, the Planning Department's analysis, required pursuant to Section and 82-38 of the City Code, is attached to the Memorandum accompanying this Resolution as Exhibit "D"; and

WHEREAS, pursuant to Section 1.03(b)(3) of the City Charter, which requires voter referendum approval for the sale or lease of ten years or more of certain City-owned property located in the Civic and Convention Center District (the "CCC District"), including, specifically, all City-owned surface parking lots located in the CCC District, the Lease Amendment shall require approval by sixty percent (60%) of the voters voting in a Citywide referendum; and

WHEREAS, for the reasons outlined in the Commission Memorandum accompanying this Resolution, the Administration recommends approval of the Lease Amendment on first reading, and recommends setting the second and final reading/public hearing for the July 28, 2021 City Commission meeting.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby approve, on first reading, pursuant to Section 82-37(A)(3) of the City Code, an Amendment to the City's long-term lease (the "Amendment") with the Greater Miami Jewish Federation, Inc., a Florida not-for-profit corporation (the "Federation") for the Holocaust Memorial site located at 1933-1945 Meridian Avenue (the "Memorial"), attached as an exhibit to the Commission Memorandum Accompanying this Resolution, which Amendment: (1) extends the term of the Existing Lease for an additional twenty-one (21) years; and (2) expands the Leased Premises to include the adjacent municipal parking lot at 775 19th Street (the "Additional Premises"), for the sole purpose of permitting the Federation, at its sole cost and expense, to develop, construct, operate, and maintain a state of the art Holocaust Memorial community learning center on the Additional Premises, for the presentation of exhibits, lectures and other interactive programming that connects the Holocaust experience to contemporary civic life and promotes tolerance, remembrance, and global human rights; and further, waiving, by 5/7th vote, the competitive bidding and appraisal requirement of Section 82-39 of the City Code, finding that the public interest would be served by waiving such requirements; further, waiving, by 5/7th vote, the Art in Public Places contribution requirement, pursuant to Section 82-587(C)(1) of the City Code, finding such waiver to be in the best interest of the City; and further, providing that the Amendment shall be subject to the approval by a vote of at least sixty percent of the City's voters voting in a City-wide referendum, in accordance with Section 1.03(B)(3) of the City Charter; and further, setting the public hearing for the second and final reading/public hearing of the Resolution.

PASSED and ADOPTED this ____ day of _____ 2021.

ATTEST:

Dan Gelber, Mayor

Rafael E. Granado, City Clerk

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

TRD 6-16-21
City Attorney Date