

USE AGREEMENT

THIS USE AGREEMENT, made and entered into this 18th day of OCTOBER, ²⁰⁰⁰~~2001~~, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic of the State of Florida (hereinafter called "LESSEE") and the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation of the State of Florida (hereinafter called the "LESSOR").

WITNESSETH:

WHEREAS, the citizenry of Miami Beach desire certain improvements to the North Beach Elementary School site (hereinafter called "SCHOOL") for the enhancement of their community; and

WHEREAS, LESSEE and LESSOR affirm that the desired improvements will better serve the community at large; and

WHEREAS, LESSEE can only provide these improvements by displacing the existing on-site SCHOOL parking, thus requiring LESSEE to seek additional parking within the jurisdictional limits of LESSOR; and

WHEREAS, LESSOR owns and has under its jurisdiction various suitable parking facilities, adjacent to and nearby the SCHOOL, capable of being utilized by LESSEE for parking purposes; and

WHEREAS, LESSOR is desirous of leasing to LESSEE its parking facilities, and LESSEE is desirous of leasing from LESSOR these facilities; and

WHEREAS, the City of Miami Beach has authorized the lease of said parking facilities by the adoption of Resolution 2000-24124, at its meeting of OCTOBER 18, 2000; and

WHEREAS, the School Board has authorized the lease of said parking facilities in accordance with Board Item No. J-7, at its meeting of February 14, 2001.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I.

PREMISES TO BE LEASED

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the following described facilities, totaling forty-eight (48) parking spaces, hereinafter collectively called the "DEMISED PREMISES," lying and being in the City of Miami Beach, County of Miami-Dade, State of Florida, and more particularly described in Exhibit "A," attached hereto and made a part hereof, to wit:

- Twenty-four (24) dedicated metered parking spaces along 42nd Street (hereinafter called "METERED PARKING"); and
- Twenty-four (24) dedicated parking spaces in the last row of the surface lot on 42nd Street, (hereinafter called "SURFACE LOT"); and

II.

TERM

The initial term of this agreement shall be five (5) years commencing on the date when the DEMISED PREMISES are needed by the LESSEE due to the starting date of the construction for the on-site SCHOOL improvements (hereinafter called the "COMMENCEMENT DATE"). LESSEE and LESSOR shall confirm the COMMENCEMENT DATE in writing, and the same shall become a part of this agreement by reference. Said term may be renewed upon the mutual consent of the LESSEE and LESSOR for an

unlimited number of terms of five (5) years each, upon the same terms and conditions as provided herein, subject to the provisions set forth under Article IV hereof, provided the LESSEE gives written notice to the LESSOR of such intent to renew no later than one (1) year prior to the expiration of the then current term, and the LESSOR agrees in writing.

III.

USE OF PROPERTY

The specific areas of use by the LESSEE shall be limited to the DEMISED PREMISES as identified in Exhibit "A", or as the same may be amended from time to time as provided for under Article V of this agreement.

LESSEE shall have full custody, right and use of the METERED PARKING from 7:00 a.m. to 7:00 p.m., Monday through Friday, year round. LESSEE shall have full custody, right and use of the SURFACE LOT from 7:00 a.m. - 7:00 p.m., Monday through Friday, beginning on the earlier of September 1 or the date that teachers are to report to work, and ending on the earlier of June 30 or the last date that teachers report for work, but in no event more than a maximum of ten (10) months each year, collectively called "LESSEE'S period of use."

LESSOR shall have full and exclusive control, custody, right and use of the DEMISED PREMISES at all other times.

LESSOR shall provide LESSEE with decals and erect proper signage in order to clearly specify and make available the DEMISED PREMISES for LESSEE during LESSEE'S period of use. All unauthorized vehicles parking in the DEMISED PREMISES during LESSEE'S period of use, shall be removed by LESSOR.

IV.

CONSIDERATION

Other than as stipulated in Article V, LESSEE does hereby covenant and agree to

pay LESSOR, and LESSOR does hereby covenant and agree to accept from LESSEE, as full consideration for the use and occupancy of the DEMISED PREMISES, the sum of FOUR THOUSAND THREE HUNDRED TWENTY DOLLARS (\$4,320.00) per year, payable in twelve (12) equal monthly installments of THREE HUNDRED SIXTY DOLLARS (\$360.00). The rental rate has been determined at \$30 per parking space per month (50% of the City adopted monthly parking rate) for the SURFACE LOT parking spaces, for the period of November 1st to April 30th. There shall be no charge to the LESSEE for the METERED PARKING spaces.

Payments shall commence on the COMMENCEMENT DATE, as stipulated under Article II, herein.

On an annual basis during the term of this Agreement, LESSOR may, at LESSOR'S discretion, conduct a review of parking usage within the SURFACE LOT. In the event LESSOR determines that LESSEE'S use of the SURFACE LOT prohibits LESSOR from meeting increased public demand for this parking facility, resulting in a loss of revenue to LESSOR, LESSOR may require an increase in rent. LESSOR shall notify LESSEE, in writing, of any such increase in rent, and said increase shall be effective one hundred eighty (180) days after receipt by LESSEE of LESSOR'S notice. In the event of notification of a rent increase, LESSEE shall have the right to cancel this agreement by giving LESSOR at least ninety (90) days written notice prior to the effective date of said cancellation.

V.

ADDITIONAL PROVISIONS

In the event that LESSOR or LESSEE desire a change in the location of any particular parking space, the party wishing the modification must seek the written authorization of the other party. Any relocation must provide for the same total number of spaces and may not adversely impact on LESSEE'S or LESSOR'S operations. In the event that a modification reduces or eliminates the number of spaces designated in the SURFACE LOT, LESSOR shall reduce the rental rate by \$30.00 per space for the months

of November to April (\$180 annually). In the event that a modification, initiated by LESSOR, increases the number of spaces in the SURFACE LOT, LESSOR shall not increase the rental rate to compensate for this revision.

LESSOR, or its designee, and LESSEE, or its designee, shall approve a revised Exhibit "A" reflecting the adjusted location of the DEMISED PREMISES, and the same shall become a part of this agreement by reference.

If the LESSOR requires the relocation of the DEMISED PREMISES, in whole or in part, LESSEE may cancel this agreement, in whole or in part, by giving LESSOR thirty (30) days written notice from receipt of such proposed revision, in which event, the rent shall be reduced proportionately.

VI.

LIABILITY FOR PERSONAL PROPERTY

LESSOR and LESSEE agree to insure or self insure their respective interests in personal property to the extent each deems necessary or appropriate and hereby mutually waive all rights to recovery for loss or damage by any means and waive all rights to recovery for loss and damage to such property by any cause whatsoever. LESSOR and LESSEE hereby waive all rights of subrogation against each other under any policy or policies they may carry on property placed or moved on the DEMISED PREMISES.

VII.

LIABILITY FOR DAMAGE OR INJURY

LESSOR shall not be liable for any damage or injury which may be sustained by LESSEE or any persons on the DEMISED PREMISES during the LESSEE'S period of use, other than damage or injury resulting from the negligence or intentional wrongdoing on the part of LESSOR, its agents, representatives or employees.

LESSEE shall not be liable for any damage or injury which may be sustained by LESSOR or any persons on the DEMISED PREMISES during LESSOR'S period of use,

other than damage or injury resulting from the negligence or intentional wrongdoing on the part of LESSEE, its agents, representatives or employees.

VIII.

INDEMNIFICATION

LESSEE does hereby agree to indemnify and hold harmless LESSOR to the extent of the limitations included within Section 768.28, Florida Statutes, from any and all personal injury or damage claims, liability, losses and causes of action which may arise solely as a result of LESSEE'S negligence in its use of the DEMISED PREMISES. However, nothing herein shall be deemed to indemnify LESSOR for any liability or claim arising out of the negligence, performance or failure of performance of LESSOR or as a result of the negligence of any unrelated third party.

LESSOR does hereby agree to indemnify and hold harmless LESSEE to the extent of the limitations included within Section 768.28, Florida Statutes, from any and all personal injury or damage claims, liability, losses and causes of action which may arise as a result of LESSOR'S negligence in its use of the DEMISED PREMISES. However, nothing herein shall be deemed to indemnify LESSEE for any liability or claim arising out of the negligence, performance or failure of performance of LESSEE or as a result of the negligence of any unrelated third party.

IX.

UTILITIES

LESSOR shall have the sole responsibility for the payment for all utilities consumed on the DEMISED PREMISES as well as all connection and installation charges thereof.

X.

MAINTENANCE OF DEMISED PREMISES

LESSOR shall have the sole responsibility for the maintenance of the DEMISED PREMISES.

XI.

DAMAGE OR DESTRUCTION

In the event the DEMISED PREMISES, collectively or individually, should be destroyed or so damaged by fire, windstorm or other casualty to the extent that the DEMISED PREMISES are rendered untenable or unfit for the purpose of LESSEE (as solely defined by LESSEE'S Department of Safety, Environment and Hazard Management), either party may cancel this agreement in whole or in part, by giving written notice to the other. To the extent that spaces within the SURFACE LOT are impacted and rendered untenable, the rent for those spaces will be reduced proportionately effective as of the date of the casualty. However, if LESSEE fails to exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage, LESSOR shall cause the DEMISED PREMISES to be repaired and placed in tenantable condition as expeditiously as possible, unless alternate parking facilities are provided by LESSOR as per Article V. Should LESSOR fail to repair and render the DEMISED PREMISES tenantable within a reasonable time from the date of destruction or damage, then LESSEE shall have the right to immediately cancel this agreement, in whole or in part, in which event LESSOR shall reimburse LESSEE for any rental payments made for the unusable spaces in the SURFACE LOT for the period after the casualty.

XII.

ASSIGNMENT AND SUBLETTING OF PREMISES

LESSEE shall not, at any time during the term of this agreement, sublet in part or whole the DEMISED PREMISES, or assign this agreement or any portion or part thereof without the prior written permission of LESSOR.

XIII.

WARRANTIES OF TITLE AND QUIET POSSESSION

Subject to the terms, conditions and covenants of this agreement, LESSOR covenants that LESSOR is seized of the DEMISED PREMISES in fee simple and has full right to make this agreement and that LESSEE shall have quiet and peaceable possession

of the DEMISED PREMISES during the term of the agreement without hindrance or molestation by LESSOR.

XIV.

LESSORS'S RIGHT OF ENTRY

LESSOR, or any of its agents, shall have the right to enter the DEMISED PREMISES during the period of LESSEE'S use to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation of said property, provided such activities do not unreasonably interfere with LESSEE'S ability to utilize the DEMISED PREMISES for the purpose intended.

XV.

CANCELLATION

Other than as stipulated in Articles IV, V, XI, and XXIV, either party shall have the right to cancel this agreement at any time by giving the other written notice at least one hundred eighty (180) days prior to the effective date of said cancellation.

XVI.

NOTICE AND GENERAL CONDITIONS

A. All notices or other communications which shall or may be given pursuant to this agreement shall be in writing and shall be delivered by personal service or by certified mail addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

In the case of notice or communication to LESSOR:

The City of Miami Beach
Attention: City Manager
1700 Convention Center Drive
Miami Beach, Florida 33139

In the case of notice or communication to LESSEE:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. 2 Avenue, Suite 912
Miami, Florida 33132

With a copy to:

Miami-Dade County Public Schools
Governmental Affairs and Land Use Policy and Acquisition
Attention: District Director
1450 N.E. 2 Avenue, Suite 525
Miami, Florida 33132

A. Title and paragraph headings are for convenient reference and not intended to confer any rights or obligations upon the parties to this agreement.

B. For purposes of the agreement, the Superintendent of Schools shall be the party designated by the LESSEE to grant or deny all approvals required by the agreement or to cancel this agreement as provided herein.

XVII.

SURRENDER OF PREMISES

Upon the termination, cancellation or expiration of this agreement or any extension thereof, LESSEE shall remove from the DEMISED PREMISES any personal property and shall promptly and peacefully surrender and deliver possession of the DEMISED PREMISES to the LESSOR.

XVIII.

NON-DISCRIMINATION

LESSOR and LESSEE agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, sexual orientation, mental or physical disability, in the use of the DEMISED PREMISES and improvements

thereof. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred in the use of the DEMISED PREMISES, this agreement automatically terminates without any further action on the part of the non-discriminatory party, effective the date of the Court Order.

XIX.

AMENDMENTS

LESSOR and LESSEE, by mutual agreement, shall have the right, but not the obligation, to amend this agreement. Such amendments shall be effective only when in writing and signed by both LESSOR and LESSEE and shall be incorporated as part of this agreement.

XX.

CONSTRUCTION OF AGREEMENT

This agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be in Miami-Dade County, Florida.

XXI.

SEVERABILITY

In the event any paragraph, clause or sentence of this agreement or any future amendment is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject agreement and the balance of the agreement shall not be affected by the deletion thereof, provided to do so would not render interpretation of the lease provisions ambiguous or a nullity.

XXII.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Both parties shall comply with all applicable laws, ordinances and codes of Federal, State and Local Governments, including the Americans with Disabilities Act, as they apply to this agreement.

XXIII.

WAIVER

No waiver of any provision hereof shall be deemed to have been made unless such waiver is in writing and signed by LESSOR or LESSEE. The failure of either party to insist upon strict performance of any of the provisions or conditions of this agreement shall not be construed as waiving or relinquishing in the future any such covenants or conditions, but the same shall continue and remain in full force and effect.

XXIV.

DEFAULT PROVISION

LESSOR shall provide LESSEE with written notice of any failure to perform or comply with the terms and conditions contained herein to be performed by LESSEE. If LESSEE fails to cure said default within thirty (30) days of receipt of written notice, or does not provide LESSOR with a written response within thirty (30) days after receiving written notification, indicating the status of the LESSEE'S resolution of the violations and providing for a schedule to correct all deficiencies, LESSOR shall have the right to terminate this agreement upon ten (10) days additional written notice to LESSEE.

LESSEE shall provide LESSOR with written notice of any failure to perform or comply with the terms and conditions contained herein to be performed by LESSOR. If LESSOR fails to cure said default within thirty (30) days of receipt of written notice, or does not provide LESSEE with a written response within thirty (30) days after receiving written notification, indicating the status of the LESSOR'S resolution of the violations and providing for a schedule to correct all deficiencies, LESSEE shall have the right to terminate this agreement upon ten (10) days additional written notice to LESSOR.

XXV.

ENTIRE AGREEMENT

This agreement represents the total agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have individually, through their proper officials, executed this agreement the day and year first hereinabove written.

LESSOR:

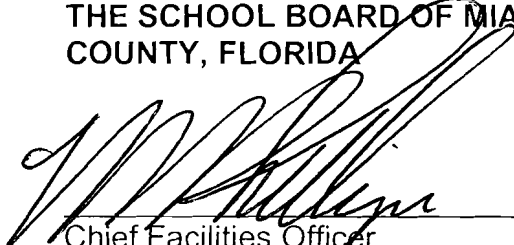
THE CITY OF MIAMI BEACH, FLORIDA



Neisen O. Kasdin
Mayor

LESSEE:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA



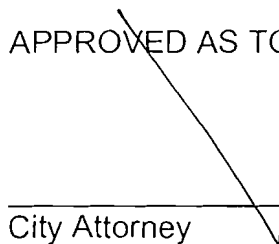
Chief Facilities Officer
Facilities Planning and Construction

ATTEST:



City Clerk

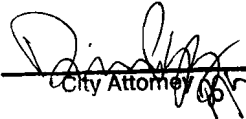
APPROVED AS TO FORM:


City Attorney

APPROVED AS TO FORM:


Attorney for the Board

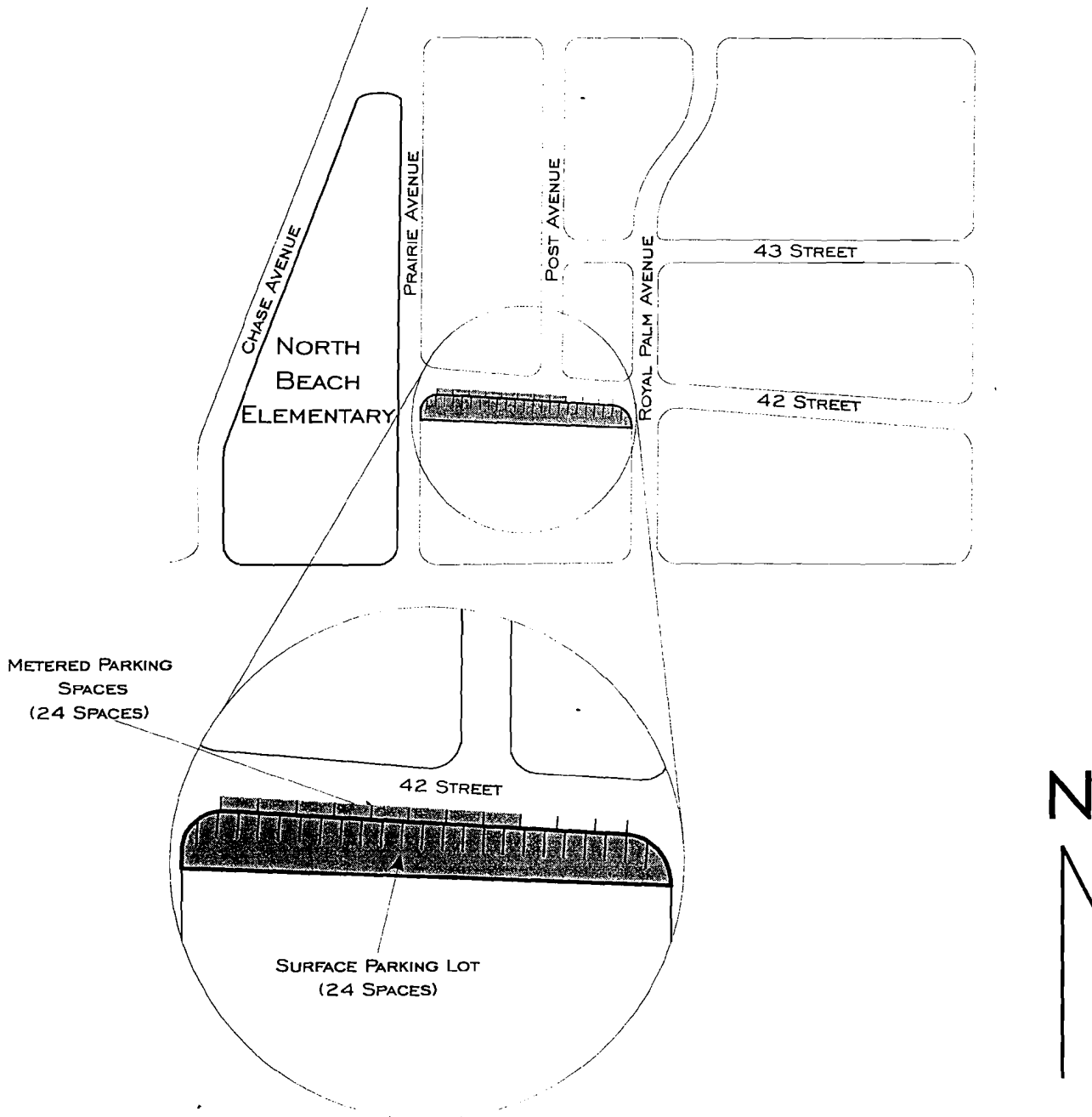
**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

3/27/01
Date

EXHIBIT "A"



LEGEND



DEMISED PREMISES
(TOTAL OF 48 PARKING
SPACES)

RESOLUTION NO. 2000-24124

A RESOLUTION OF THE MAYOR AND CITY COMMISSION APPROVING A LEASE AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, TO LEASE 75 PARKING SPACES ADJACENT TO NORTH BEACH ELEMENTARY, LOCATED AT 4100 PRAIRIE AVENUE, AND WAIVING BY 5/7^{THS} VOTE THE PUBLIC BIDDING AND APPRAISAL REQUIREMENTS, PURSUANT TO SECTION 82-39 OF THE CITY CODE, FINDING SAID WAIVER TO BE IN THE BEST INTEREST OF THE CITY.

WHEREAS, during FY 99, the Mayor's Ad Hoc Committee on Schools and the City Administration reviewed various options relating to the proposed expansion of North Beach Elementary; and

WHEREAS, the primary issues that were unresolved related to the removal of the tennis court at the school's northern end and the placement of parking to accommodate the school's faculty and staff; and

WHEREAS, on September 9, 1999, a community meeting was held at North Beach Elementary to address these outstanding two issues and the consensus at the meeting was to replace the tennis courts with a new basketball court; and

WHEREAS, on September 22, 1999, the Mayor and City Commission endorsed the North Beach expansion plans, including the proposed use of 75 municipal parking spaces; and

WHEREAS, in accordance with North Beach Elementary's expansion plans, Miami-Dade County Public Schools (MDCPS) is requesting to enter into a long-term lease with the City, for the use of 75 parking spaces; and

WHEREAS, after numerous meetings, and as presented on September 22, 1999, the Administration has offered to provide parking for the school's faculty and staff at the maximum discount rate permitted, as follows:

- twenty four (24) dedicated metered parking spaces along 42nd Street at no charge, and
- twenty four (24) dedicated parking spaces in the last row of the surface lot on 42nd Street at 50% of the monthly rate (\$30) during the peak season, and
- twenty seven (27) parking spaces in the 42nd Street parking garage at 50% of the monthly rate (\$30) during the peak season; and

WHEREAS, the proposed discounted rate provides for annual payments to the City of \$9,180 for the 75 spaces; and

WHEREAS, in a further effort to compromise, and based upon MDCPS payment of only incremental costs in other similar situations, the City's discounted rate will only apply during the six (6) peak months, during the months of November to April, until such time that increased utilization in the current non-peak months is evidenced; and

WHEREAS, the proposed Lease Agreement provides for the City to notify the School Board in the event of a proposed increase in rate and is for a five (5) years, with extension options of five (5) years each, upon the mutual consent of the parties and subject to an annual review of parking rates based upon the actual usage realized at the garage and surface lot; and

WHEREAS, while land limitations restrict the availability of options for expansion, the proposal endorsed by Miami-Dade County Public Schools utilizes existing school property and remedies parking needs by utilizing City parking adjacent and nearby to the school; and

WHEREAS, the Administration supports this proposal including the provision of discounted parking rates for MDCPS; and

WHEREAS, pursuant to the provisions of Section 82-36 through 82-40 (the "Shapiro Ordinance") of the Miami Beach City Code, the lease of any City-owned property for a period of five years or more, including option periods, is subject to the following conditions:

- a Planning Department analysis
- a public hearing to obtain citizen input
- an advertised public bidding process
- an independent appraisal to determine the fair market or rental value of the property; and

WHEREAS, said Ordinance further provides that except for the public hearing and the Planning Department analysis, the above referenced conditions may be waived by a 5/7th vote of the City Commission upon a finding that the public interest would be served by waiving such conditions; and

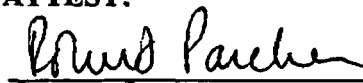
WHEREAS, waivers will be required for the public bidding process and independent appraisal for this transaction; and

WHEREAS, a public hearing has been scheduled on this date, and the Planning Department analysis of the proposed Lease Agreement is presented.

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 approve a Lease Agreement with the School Board of Miami-Dade County, Florida, to lease 75 parking spaces adjacent to North Beach Elementary, located at 4100 Prairie Avenue, and waiving by 5/7th vote the Public Bidding and Appraisal Requirements, pursuant to Section 82-39 of the City Code, finding said waiver to be in the best interest of the City.

PASSED AND ADOPTED this 18th day of October, 2000

ATTEST:


CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


MAYOR

JMG\CMC\rar

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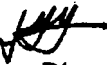

City Attorney

10-12-00
Date

CITY OF MIAMI BEACH
PLANNING DEPARTMENT



To: Christina M. Cuervo
Assistant City Manager

From: Jorge G. Gomez 
Planning and Zoning Director

Date: October 10, 2000

Subject: Analysis of Proposed Lease of the City Owned Property to be
Used for Parking for North Beach Elementary School
(Ordinance 92-2783)

Pursuant to your request, this memorandum serves to provide an analysis of the lease of City Owned Property at the following locations:

Metered Parking: 24 metered parking spaces along 42nd Street.
Surface Lot: 24 parking spaces in the last row of the surface lot on 42nd Street.
Parking Garage: 27 parking spaces in the 42nd Street parking garage.

Section 82-38 of the Code of the City of Miami Beach requires that any proposed sale or lease of city-owned land be analyzed from planning perspective in order that the City Commission and the public are fully apprised of all conditions relating to the proposed sale or lease. What follows, herein, are each of the eight criteria prescribed in said section and a response to each:

1. Whether or not the proposed use is in keeping with City goals and objectives and conforms to the City Comprehensive Plan.

The Future Land Use Map of the City's Comprehensive Plan designates the 42nd Street corridor as CD-3 Commercial High Intensity, and the Surface Lot and Parking Garage sites as P, Parking. The use of the subject areas for parking would conform to the land use designation contained in the Comprehensive Plan.

The leasing of the parking spaces to the School Board would also be in conformance with Policy 2.2 of the Intergovernmental Coordination Element of the City's Comprehensive Plan, which requires the City to coordinate with the Miami-Dade Public Schools, and continue to seek, where feasible and mutually acceptable, to collocate schools with other public facilities to the extent possible.

2. **The impact on adjacent property, including the potential positive or negative impacts such as diminution of open space, increased traffic, noise level or enhanced property values, improved development patterns and provision of necessary services. Based on the proposed use of the property, the City shall determine the potential impact of the project on City utilities and other infrastructure needs and the magnitude of costs associated with needed infrastructure improvements. Should it become apparent that further evaluation of traffic impact is needed, the proponent shall be responsible for obtaining a traffic impact analysis from a reputable traffic engineer.**

The proposed use of the parking spaces by the school should have no impact, in terms of property value, to the surrounding area, nor should it have a negative impact on the area vis-a-vis traffic or noise levels.

3. **A determination as to whether or not the proposed use is in keeping with a public purpose and community needs, such as expanding the City's revenue base, reducing City costs, creating jobs, creating a significant revenue stream and improving the community's overall quality of life.**

The plans for expansion of the North Beach Elementary School facilities entail the displacement of existing on-site parking at the school. Therefore, the school seeks to acquire additional parking off-site. By entering into the lease of these 75 parking spaces, the City will help to ensure that the much needed expansion of the school facilities is undertaken.

4. **Determination as to whether or not the development is in keeping with the surrounding neighborhood, will block views, or create other environmental intrusions, and evaluation of the design and aesthetic considerations of the project.**

The 75 spaces in question are existing parking spaces, thus having no visual, physical, or environmental effects on the surrounding area.

5. **The impact on adjacent properties, whether or not there is adequate parking, street, and infrastructure needs.**

The proposed use of the parking spaces by the school should not have negative impact on the current availability of parking for the rest of the surrounding neighborhood, as there is currently adequate public parking already existing in the 41st Street area to meet the present demand for parking from the area.

Additionally, it should be noted that the proposal would split the total of 75 spaces into three separate subareas, minimizing the impact on any one of the three subareas.

The use of the subject parking space by the school will have no effect on the City's infrastructure in that the proposed parking use has the same operational characteristics as prior parking uses.

6. **A determination as to whether or not alternatives are available for the proposed disposition, including assembly of adjacent properties, and whether the project could be accomplished under a private-ownership assembly.**

There are no realistic alternative sites in the 41st Street area which could be used for parking by the elementary school. The collocation of public facilities, in this case the use of City parking facilities by the School Board, is encouraged by policies in Chapter 163, Florida Statutes, and in Rule 9J-5 of the Florida Administrative Code, and is preferable to requiring the School Board to seek out other alternatives within the busy 41st Street corridor.

7. **Within the constraints of public objectives, the department should examine financial issues such as job generation, providing housing opportunities, and the return to the City for its disposition of property.**

The proposed use of the spaces by the school would have a public benefit in terms of generating jobs, perhaps through faculty and staff positions created within the school by the proposed expansion. The presence of the elementary school directly benefits the City's schoolchildren, and helps to promote a vital and viable residential community, where people want to work and live.

8. **Such other items as the Planning Department may deem appropriate in analysis of the proposed disposition.**

Planning Staff has concluded that the lease of the subject parking spaces to the School Board for use by North Beach Elementary School would not have a negative impact to the City.

cc: Jose Damien, Asset Manager
Saul Frances, Assistant Parking Director

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JGG/RGL/rgl
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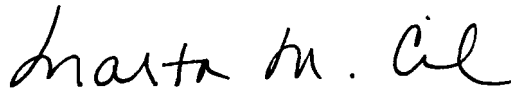
**Use Agreement between the School Board of Miami-Dade County and the City of Miami
Beach for additional staff parking for North Beach Elementary School**

July 13, 2001

Page 2

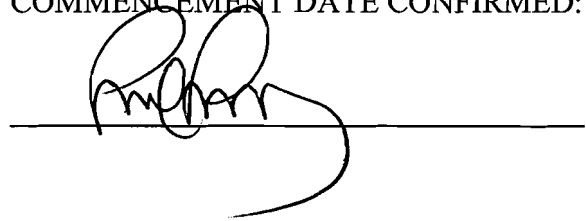
I thank you for your immediate attention to this matter. In the meantime, please feel free to call me at (305) 995-2867 if you have any questions.

Very truly yours,



Marta M. Cil
Real Estate Specialist

COMMENCEMENT DATE CONFIRMED:



MMC:hf
C-037

cc: Mr. F. Craig Sturgeon
Ms. Ana Rijo-Conde
Ms. Aida Marrero
Mr. Fernando Albuerne
Mr. Larry Freeland
Mr. Michael A. Levine
Mr. Albert Poza

received
7/20/2001
11:30 AM

received 11:30Am
7/20/01
MIAMI-DADE COUNTY PUBLIC SCHOOLS

GOVERNMENTAL AFFAIRS AND LAND USE POLICY AND ACQUISITION • 1450 N.E. 2nd Avenue, Room 525 • MIAMI, FLORIDA 33132
(305) 995-7280

Roger C. Cuevas
Superintendent of Schools

Miami-Dade County School Board

Ms. Perla Tabares Hantman, Chair
Dr. Michael M. Krop, Vice Chair
Dr. Robert B. Ingram
Ms. Betsy H. Kaplan
Mrs. Manty Sabatés Morse
Ms. Jacqueline V. Pepper
Mr. Demetrio Pérez, Jr., M. S.
Dr. Marta Pérez
Dr. Solomon C. Stinson

July 13, 2001

Mr. Saul Frances, Parking Director
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

Re: Use Agreement between the School Board of Miami-Dade County and the City of Miami Beach for additional staff parking for North Beach Elementary School

Dear Mr. Frances:

It was a pleasure speaking with you on Thursday, July 5, 2001 regarding the above-referenced matter. As you know, the District, under the terms of the above-referenced use agreement (Agreement), is entitled to use 48 dedicated parking spaces (Parking Spaces), which will be reserved therefor by way of decal and appropriate signage. As you may also know, the Agreement provides that the initial term thereof shall commence on the date when the Parking Spaces are needed by the District due to the start of construction at North Beach Elementary School (School). As we discussed, construction of the improvements at the School commenced on June 18, 2001. Accordingly, as required under Article II of the Agreement, this letter shall serve to confirm that the commencement date of the Agreement shall be July 23, 2001. Please confirm the City's agreement with the foregoing date by signing below, returning a copy of this letter to me via facsimile at (305) 995-7295 and mailing the original of same to me at the address listed above.

Additionally, you requested that a list of staff members authorized to use the Parking Spaces, as well as copies of their vehicle registration, be forwarded to you so that the City could issue parking decals for same. Please note, however, that although the School will require use of the Parking Spaces for its summer school staff beginning on July 23, 2001, the School will not be able to assemble the list until after the regular school staff reports on August 20, 2001, and therefore, the foregoing information will be forwarded to you shortly after that date. In the meantime, we ask that the City proceed to erect the proper signage and otherwise ensure that the Parking Spaces are available for use by the District by July 23, 2001.

received
7/20/2001
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