

## **RESOLUTION NO.**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, TO CONSIDER APPROVAL, FOLLOWING FIRST READING/PUBLIC HEARING OF A DEVELOPMENT AGREEMENT AS AUTHORIZED UNDER SECTION 118-4 OF THE CITY CODE, AND SECTIONS 163.3220 - 163.3243, FLORIDA STATUTES, BETWEEN THE CITY AND 1698 ALTON ROAD VENTURES LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND 1681 WEST VENTURES LLC, A FLORIDA LIMITED LIABILITY COMPANY (COLLECTIVELY THE "DEVELOPER"), WHICH DEVELOPMENT AGREEMENT: (1) MEMORIALIZES THE CONDITIONS FOR VACATING THE CITY'S 20 FOOT WIDE PUBLIC RIGHT-OF WAY, RUNNING PARALLEL TO ALTON ROAD, BETWEEN ALTON ROAD AND WEST AVENUE, BETWEEN 17TH STREET AND LINCOLN ROAD ("CITY PARCEL"); (2) GRANTS TO THE CITY A PERPETUAL UTILITY AND ACCESS EASEMENT ACROSS THE CITY PARCEL; (3) ENSURES THE PAYMENT TERMS FOR DEVELOPER'S PAYMENT OF A VOLUNTARY MONETARY CONTRIBUTION TO THE CITY, IN THE AMOUNT OF \$665,000 (THE "VOLUNTARY CONTRIBUTION"); AND (4) DELINEATES CERTAIN CONDITIONS FOR THE CONSTRUCTION OF THE PROJECT, LOCATED AT 1698 ALTON ROAD AND 1681 & 1683 WEST AVENUE, MIAMI BEACH, FLORIDA (COLLECTIVELY THE "DEVELOPER'S PARCELS"), AS A MIXED-USE PROJECT WITH RESIDENTIAL AND RETAIL/RESTAURANT USES AND STRUCTURED PARKING, CONSISTENT WITH THE CD-2 ZONING DISTRICT REGULATIONS; FURTHER SETTING THE SECOND PUBLIC HEARING AND FINAL READING OF THE DEVELOPMENT AGREEMENT FOR A TIME CERTAIN.**

**WHEREAS**, 1698 Alton Road Ventures LLC, a Florida limited liability company, and 1681 West Ventures LLC, a Florida limited liability company (collectively the "Developer") owns the properties located at 1698 Alton Road and 1681 & 1683 West Avenue, Miami Beach, Florida (collectively the "Developer's Parcels") and intends to develop the Developer's Parcels as a mixed-use project with residential and retail/restaurant uses and structured parking, consistent with the CD-2 zoning regulations; and

**WHEREAS**, the City of Miami Beach holds a right-of-way dedication to a 20 foot wide public right-of way, running parallel to Alton Road, between Alton Road and West Avenue, between 17th Street and Lincoln Road ("Alton Court Property"); and

**WHEREAS**, Developer seeks to have the City vacate the north 100 feet of the Alton Court Property located between Developer's Parcels, for the entire 20 foot width thereof ("City Parcel"); and

**WHEREAS**, the remainder of the Alton Court Property will not be vacated, and

**WHEREAS**, Developer has requested that the City vacate the City Parcel in order to incorporate such property, (including, without limitation, the Floor Area Ratio ("FAR") attributable thereto) into the Project, subject to the conditions and restrictions delineated in the attached Development Agreement; and

**WHEREAS**, the City's Finance and Citywide Projects Committee analyzed the appraised value of the City Parcel as set forth in the Appraisal Report by Waronker and Rosen, Inc., dated April 20, 2016 addressed to the City, and recommended that a thirty percent (30%) discount be applied to the appraised value set forth therein because the full bundle of rights are not being utilized by the Developer, which is \$665,000; and

**WHEREAS**, the developer has voluntarily proffered a voluntary contribution to the City of \$665,000 to the City; and

**WHEREAS**, based upon the foregoing, the parties seek to enter into a Development Agreement; and

**WHEREAS**, the City is a Florida municipal corporation with powers and authority conferred under the Florida Constitution, the Municipal Home Rule Powers Act, Florida Statutes and the Miami Beach City Charter and Code of Ordinances; and

**WHEREAS**, the City has all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal and governmental functions, and render municipal services, including the authority to adopt, implement and enforce (together with any other required governmental approvals) comprehensive plans, zoning ordinances, redevelopment plans, and other police power and legislative measures necessary to assure the health, safety and general welfare of the City and its inhabitants; and

**WHEREAS**, in contemplation of this Project, Developer will be seeking to enter into a development agreement with the City pursuant to Sections 163.3220 - 163.3243, Florida Statutes ("Development Agreement") to memorialize the terms and conditions of the Project, including the vacation of the Vacation Parcel, and any other conditions imposed by the City Commission; and

**WHEREAS**, the attached Development Agreement, among other things, is intended to and shall constitute a development agreement between the parties pursuant to Sections 163.3220-163.3243, Florida Statutes 2014 commonly referred to as the "Florida Local Government Development Agreement Act" (the "Act") and Section 118-4 of the City's Code; and

**WHEREAS**, adoption of a Development Agreement, requires two duly noticed public

hearings in compliance with Section 163.3225 of the Act; and

**WHEREAS**, the City, in approving the Development Agreement must determine that the Project and this Agreement are in compliance with the City's Comprehensive Plan and Land Development Regulations as of the Effective Date; and determined that it is in the City's best interest to address the issues covered by this Agreement in a comprehensive manner, in compliance with all applicable laws, ordinances, plans, rules and regulations of the City; and

**WHEREAS**, the City has determined that the Project, the vacation of the City Parcel, and the Voluntary Contribution will benefit the City and the public; and

**WHEREAS**, Sections 163.3220 – 163.3243, Florida Statutes, and Section 118-4 of the City's Code require two public hearings on the Development Agreement; and

**WHEREAS**, the Development Agreement shall provide, amongst other things, the following terms and conditions:

- (a) Developer shall pay a voluntary public contribution (hereinafter the "Voluntary Contribution") of \$665,000 to the City in connection with the vacation of the City Parcel.
- (b) City Commission shall have full discretion on its allocation and use of the Voluntary Contribution.
- (c) Developer shall designate a portion of the on-site project parking, no less than 30 parking spaces, as public parking.
- (d) Developer shall prohibit any habitable structures, parking spaces, deck space or amenities from being placed in or above the City Parcel. The City Parcel shall be used solely for a pedestrian and or vehicular "bridge" to link the Developer's Parcels, and as contemplated in the Design Review Board and Planning Board approvals for the project.
- (e) Developer's Project, shall be developed as a mixed-use project with residential and retail/restaurant uses and structured parking, [and in accordance with the Order, dated May 3, 2016 of the City's Design Review Board], and consistent with the CD-2 zoning regulations of the City's Land Development Regulations (the Project),
- (f) Developer will make the first payment of the Voluntary Contribution, in the amount of \$199,500, plus reimbursement to the City for the cost of the Appraisal Report, in the amount of \$10,500, within ten (10) business days following the City Commission's final approval of the Development Agreement.
- (g) Developer will apply for a full Building Permit for the Project, no later than June 16, 2017.
- (h) Developer will pay the City the balance of the Voluntary Contribution within ten (10) business days following the issuance of the vertical/shell building permit for the Project. Upon receipt of this payment, the City shall deliver a quit claim

deed to Developer for the City Parcel. The actual vacation of the City Parcel shall only be effective as of the date Developer makes the final payment of the Voluntary Contribution and receives the deed. The payment shall be non-refundable.

- (i) The City shall reserve a non-exclusive, perpetual, public access easement over the entire portion of the City Parcel.
- (j) The Developer shall pave the entirety of alley (Alton Court between 17<sup>th</sup> and Lincoln Road), and replace, underground power lines and utilities.
- (k) The Developer shall resurface, hardscape and landscape of the entirety of the City Parcel.
- (l) The Developer shall install City-approved street signage; including directional signage, beach access signage and similar signs (including private signage).
- (m) The Developer shall be solely responsible for and shall install any necessary drainage structures, facilities or improvements as may be necessary or required for the Project and City Parcel.
- (n) Developer shall install new water and sanitary sewer pipes, along the north 145 feet of the City Parcel, to replace that portion of the existing pipes located in the City Parcel. All remaining existing utilities controlled by the City and located underground within the City Parcel will be replaced or improved by Developer at the direction and reasonable discretion of the City's Public Works Director.
- (o) There is a pole mounted transformer ("FP&L Equipment") and other existing equipment ("Other Equipment") located in the City Parcel that is related to the stormwater pump station located on 17<sup>th</sup> Street. The Developer shall coordinate with FP&L and the City's Public Works Department for the removal and/or relocation of the FP&L Equipment and Other Equipment, at the direction and reasonable discretion of FPL (Florida Power & Light) and the City's Public Works Director, or his designee. The existing overhead utility lines (electrical, cable and telephone) and other pole mounted equipment shall be relocated, with the direction of FPL or any other applicable utility providers and the City's Public Works Director.
- (p) The existing geometry of Alton Court between 17<sup>th</sup> and Lincoln Road shall be substantially followed in the design of the Alton Road Improvements. No change in the location of the sidewalks, curbs and gutters shall be permitted without the prior written consent of the City.
- (q) The Developer shall pay for the City's reasonable outside counsel fees.

**WHEREAS**, the City and Developer have negotiated the attached Development Agreement.

**NOW THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** the Mayor and City Commission approve, following first reading/public hearing of the attached Development Agreement as authorized under Section 118-4 of the City Code, and Sections 163.3220 – 163.3243, Florida Statutes, between the City and 1698 Alton Road Ventures LLC, a Florida Limited Liability Company, and 1681 West Ventures LLC, a Florida Limited Liability Company (collectively the "Developer"), which Development Agreement: (1) memorializes the conditions for vacating the city's 20 foot wide public right-of way, running parallel to Alton Road, between Alton Road and West Avenue, between 17th Street and Lincoln Road ("city parcel"); (2) grants to the city a perpetual utility and access easement across the city parcel; (3) ensures the payment terms for developer's payment of a voluntary monetary contribution to the city, in the amount of \$665,000 (the "Voluntary Contribution"); and (4) delineates certain conditions for the construction of the project, located at 1698 Alton Road and 1681 & 1683 West Avenue, Miami Beach, Florida (Collectively The "Developer's Parcels"), as a mixed-use project with residential and retail/restaurant uses and structured parking, consistent with the cd-2 zoning district regulations; further setting the second public hearing and final reading of the development agreement for a time certain.

**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

\_\_\_\_\_  
Philip Levine, Mayor

\_\_\_\_\_  
Rafael Granado, City Clerk

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

*[Signature]*  
City Attorney

11-3-16  
Date

*[Signature]*