



Budget Amendment Form

Department: Utilities Administration	Date: 4/9/2024
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Fund(s) to be changed: Enterprise Fund

GL Account	GL Line Item	Transfer to:	Transfer from:
430.30.533.4404	Building Lease	\$ 138,250.00	
430.00.389.3890	Appropriation of Fund Balance		\$ 138,250.00
TOTAL (Columns must be equal)		\$ 138,250.00	\$ 138,250.00

Description:

Six months of lease expense, plus one month fee for a total of \$138,250 (7@\$19,750).



NORTH BAY VILLAGE
EST. 1945

North Bay Village Recommendation Memorandum

ITEM NO. 11.D

DATE: April 9, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ralph Rosado, PhD, AICP, Village Manager

**SPONSORED
BY:**

SUBJECT: A Resolution Authorizing Lease Negotiations with the Owner of 1353 NW 79 Street - Chief of Staff Leo Cosio (Village Manager Ralph Rosado, PhD, AICP)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A LETTER OF INTENT WITH 1353 NW LLC FOR THE LEASE OF THE REAL PROPERTY LOCATED AT 1353 NW 79 STREET (IDENTIFIED FOR PROPERTY TAX PURPOSES BY FOLIO NO. 30-31111-044-0110); APPROVING AN AGREEMENT WITH COLLIERS INTERNATIONAL FLORIDA, LLC FOR ASSISTANCE WITH IDENTIFYING LOCATIONS AND NEGOTIATING A LEASE FOR THE VILLAGE'S PUBLIC WORKS FACILITY; WAIVING COMPETITIVE BIDDING; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission authorize the Village Manager to enter into lease negotiations for the property located at 1353 NW 79 Street.

BACKGROUND AND ANALYSIS

The Village seeks to rent a property to accommodate its Public Works operational and storage needs. The Village is engaged with a third party to redevelop the Village-owned property at 1851 Galleon Street which currently serves as the Public Works Yard. Due to the forthcoming development project on that site, the Village needs an alternative location where to relocate its vehicles and materials.

The Village hired the real estate firm Colliers, one of the firms on the City of Miami's pre-qualified real estate advisory list and a firm that the Village previously worked with on

projecting the financial implications of adding additional floors to the Sunbeam project, to assist with this search.

Our Public Works Superintendent selected the property at 1353 NW 79th Street as her first choice. It is conveniently located directly West of the Village on 79th Street. With a lot size of 33,507 sq. ft. and an industrial facility of 2,579 sq. ft., 1353 NW 79th Street is also an optimal site to accommodate the following Public Works operational and storage needs:

- 3 sanitation trucks
- 8 pickup trucks
- 10 regular vehicles
- 3 trailers
- 10 commercial garbage tanks
- 1 trash pump trailer
- General storage 30x30
- 4 containers - 53 ft each
- Bathrooms
- Shower
- Lockers
- Break room
- Public Works Superintendent office
- Internet capability
- 24/7 access
- Keys for each employee
- Security cameras

The attached Letter of Intent (LOI) sent to the property owner on behalf of the Village provides the following principal terms and conditions:

- Owner and tenant have 45 days from the date of the LOI to enter into a lease agreement.
- Tenant will be responsible for all maintenance and repairs, except for the structural elements of the property.
- Tenant will be responsible for maintaining the property insured and for payment of real estate taxes.
- Lease term of 5 years with an option to extend for an additional 5 years.

The 45-day period prior to entering into a lease agreement allows for any necessary County zoning approvals to be secured for usage of the site for Public Works-related needs.

The agreement with Colliers and their proposed compensation for identifying this site and others and for preparing a comparative market analysis to aid in negotiating the price for the property is also attached.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

In the Enterprise Fund - Transfer from Appropriation of Fund Balance (430.00.389.3890) \$138,250 and Transfer to Building Lease (430.30.533.4404) \$138,250.

PERSONNEL IMPACT

NONE

ATTACHMENTS

1353 NW 79th St - Street View.png

1353 NW 79th St - Street View 2.png

1353 NW 79th St - Site Specifications.png

1353 NW 79th St - Site Comparables.jpg

Colliers - Statement of Work - PW Site 040124.pdf

Resol -LOI for Lease of Property for PW-BA.DOCX

Exhibit A - Signed LOI - 1353 NW 79th St.pdf

Exhibit B - Budget Amendment - PW Lease.pdf

RESOLUTION NO. 2024-028

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A LETTER OF INTENT WITH 1353 NW LLC FOR THE LEASE OF THE REAL PROPERTY LOCATED AT 1353 NW 79 STREET (IDENTIFIED FOR PROPERTY TAX PURPOSES BY FOLIO NO. 30-3111-044-0110); APPROVING AN AGREEMENT WITH COLLIERS INTERNATIONAL FLORIDA, LLC FOR ASSISTANCE WITH IDENTIFYING LOCATIONS AND NEGOTIATING A LEASE FOR THE VILLAGE'S PUBLIC WORKS FACILITY; WAIVING COMPETITIVE BIDDING; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to lease real property owned by 1353 NW LLC located at 1353 NW 79 Street, identified for property tax purposes by Folio No. 30-3111-044-0110, for the Village's public works purposes (the "Property"); and

WHEREAS, the Village Commission desires to approve the letter of intent attached hereto as Exhibit "A" for the lease of the Property (the "Letter of Intent") and authorize the Village Manager to negotiate a lease agreement consistent with the terms and conditions provided in the Letter of Intent; and

WHEREAS, Section 3.02(A) of the Village Charter provides that the Village Commission "may acquire property within or without the corporate limits of the Village for any municipal purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, or lease provided such amount of expenditure for real property shall not exceed twenty percent (20%) of the current total operating budget of the Village"; and

WHEREAS, the Village Manager recommends that the Village utilize Colliers International Florida, LLC ("Colliers") to identify potential public works facility sites and negotiate a lease (the "Services"); and

WHEREAS, the Village Manager further recommends that the Village Commission waive competitive bidding for the Services as Colliers is a real estate firm pre-qualified by the City of Miami and the delay in competitively bidding the Services would not be in the Village's best interests; and

WHEREAS, Colliers provided the Village with the proposal attached hereto as Exhibit “A” (the “Proposal”) for the Services in an amount not to exceed \$19,500.00; and

WHEREAS, Section 36.25(L) of the Village Code of Ordinances provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, the Village Commission finds that the process of competitive bidding and proposals for the Services is not in the best interest of the Village; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the “Budget”); and

WHEREAS, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this Resolution, by authorizing the line-item transfers as further provided in Exhibit “B” attached hereto and incorporated herein; and

WHEREAS, the Village Commission finds that adoption of this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Letter of Intent; Authorization. That the Village Commission hereby approves the Letter of Intent attached hereto as Exhibit “A” for the lease of the Property. That the Village Commission hereby authorizes the Village Manager to negotiate and execute a lease agreement consistent with the terms and conditions provided in the Letter of Intent, subject to approval by the Village Attorney as to form and legal sufficiency. The Village Commission further authorizes the Village Manager to expend budgeted funds and conduct the necessary due diligence and inspections, including but not limited to environmental inspections and zoning due

diligence, of the Property. The Village Commission further authorizes the Village Manager to expend budgeted funds for the resulting lease of the Property.

Section 3. Approval of Services by Colliers; Waiver; Authorization. That the Village Commission hereby approves the Services to be provided by Colliers, as further set forth in Exhibit "B" attached hereto. That the Village Commission hereby waives the competitive procurement requirements of the Village Code pursuant to Section 36.25(L) of the Village Code as competitive bidding for the services to be provided by Colliers as provided in Exhibit "B" is not in the best interest of the Village. That the Village Commission hereby authorizes the Village Manager to negotiate and execute the Agreement with Colliers, subject to approval by the Village Attorney as to form and legal sufficiency. The Village Commission further authorizes the Village Manager to expend budgeted funds in an amount not to exceed \$19,500 for the Services provided by Colliers.

Section 4. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line-item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

Section 5. Implementation. That the Village Commission authorizes the Village Manager and Village Attorney to take any and all action necessary to implement the intent and purpose of this Resolution.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner Streitfeld who moved its adoption. The motion was seconded by Commissioner Rotondaro and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	<u>Yes</u>
Vice Mayor Richard Chervony	<u>Absent</u>
Commissioner Goran Cuk	<u>Yes</u>
Commissioner Andy Rotondaro	<u>Yes</u>
Commissioner Rachel Streitfeld	<u>Yes</u>

PASSED AND ADOPTED on this 9th day of April, 2024.

Brent Latham

Brent Latham, Mayor

ATTEST:

Alba L. Chang

Alba L. Chang, CMC
Village Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Haydee

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT "A"

North Bay Village
April 1, 2024
page 1 of 4



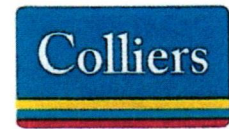
1353 NW LLC
3006 Aviation Avenue, 3A
Miami, FL 33133

RE: Proposed Lease of property located at 1353 NW 79th Street, Miami, FL.
Folio # 30-3111-044-0110

Mr. Azad,

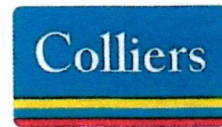
This letter ("Letter of Intent") sets forth the terms and conditions upon which the undersigned Tenant is interested in leasing the referenced Property from the Owner:

1. **Parties:** Tenant" – North Bay Village, a Florida municipal corporation, and/or assigns.
"Owner" - 1353 NW LLC.
2. **Property:** That real property more particularly described on Exhibit "A" attached hereto (the "Property").
3. **Lease:**
 - a. Owner and Tenant shall use good faith efforts to enter into a lease agreement for the Property (the "Lease") within forty-five (45) days of the date of this Letter of Intent. Should the Lease not have been executed by each of Tenant and Owner within such period, this Letter of Intent shall terminate automatically unless extended in writing by the Tenant and Owner.
 - b. Tenant will be responsible for all maintenance and repairs, except to the structural elements of the Property.
 - c. Tenant will be responsible to maintain the property insured and for payment of real estate taxes.
 - d. The Lease shall contain other customary representations, warranties, covenants, and agreements acceptable to Tenant and Owner.
4. **Base Rent:** Base rent shall be \$237,000 per annum (\$19,750/month).
5. **Term:** The Lease will have an initial term of 5 years with an option to extend for an additional 5 years. Tenant shall give Landlord nine (9) months prior written notice of intention to renew lease. Rental rate for option period shall based on prevailing market rate for comparable properties (to be detailed in lease).
6. **Inspection period:** Immediately upon execution of this Letter of Intent and prior to entering into the Lease, Owner shall use best efforts to cooperate with Tenant, and to provide Tenant with all pertinent information on, as well as access to, the Property for the performance of a complete physical inspection of the Property including, without limitation, preparation of boundary line, spot and topographical surveys, soil sampling and boring tests, environmental and hazardous waste and substance investigations and such other engineering and mechanical inspections and investigations as Tenant may reasonably require. Tenant shall indemnify Owner against any mechanic's liens arising from Tenant's inspections or other claims, costs, liabilities or expenses (including reasonable attorneys' fees) against the Tenant or Owner's ownership in the Property resulting from Tenant's negligence or willful misconduct in the performance of its inspections.



7. **Brokerage Commission:** None – Tenant's Broker, Colliers International, LLC shall be compensated by Tenant under separate agreement.
8. **Exclusivity:** Upon full execution of this Letter of Intent, Owner agrees not to market or otherwise solicit, negotiate, disseminate information or entertain offers for the lease of the Property until such time as the terms and conditions set forth herein are no longer in full force and effect.
9. **Non-Binding:** Tenant and Owner acknowledge that this Letter of Intent does not constitute a binding contractual agreement between the parties, except for the Owner's exclusivity obligations pursuant to Section 8 hereof, which shall be binding on the parties. This Letter of Intent does set forth an understanding in principle and the present intention of the parties to enter into a Lease, upon terms and conditions mutually acceptable to the parties and their respective counsel. Notwithstanding the foregoing, this Letter of Intent should in no way be construed as a commitment to purchase or to sell the Property.
10. **Counterparts:** This Letter of Intent may be executed in separate counterparts by each of Tenant and Owner, which counterparts may be delivered by facsimile transmission or otherwise, each of which shall be an original and all of which taken together shall constitute one and the same Letter of Intent.
11. **Acceptance:** The Owner may accept the terms contained herein by executing a signed copy of this Letter of Intent and delivering the same to Tenant on or before 5:00 p.m. on April 2, 2024. It is understood and agreed that if Owner has not executed and delivered this Letter of Intent by such date and time, then this Letter of Intent shall expire and be no further force and effect.
12. **Confidentiality:** Tenant and Owner agree to treat the terms of this Letter of Intent as confidential not to reveal, communicate, publish, disclose or make known to any person, orally or in writing, such terms, either directly or indirectly, in each case. Tenant and Owner acknowledge and agree that this Letter of Intent is an offer within the meaning of Fla. Stat. § 166.045 and it is therefore exempt from public disclosure pursuant to Fla. Stat. § 119.07.
13. **Contingent on Village Commission Approval:** This Letter of Intent and the execution of the Lease are contingent on approval by the Village Commission of North Bay Village. Notwithstanding the foregoing, the exclusivity obligations set forth in Section 8 is immediately operative and binding upon Owner.

Signature page follows



If the foregoing accurately sets forth the Owner's understanding of the Tenant's and Owner's mutual intentions, the Owner should so indicate by signing the space provided below and returning it to the undersigned.

Tenant

North Bay Village
a Florida municipal corporation

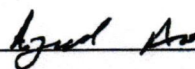
By: 

Name: Dr. Ralph Rosado

Title: Village Manager

Owner

1353 NW LLC
a Florida limited liability company

By:  4/1/24

Name: Azad Ali

Title: Manager

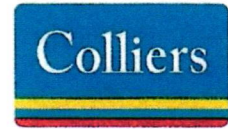


Exhibit "A"
 Description of Property



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 03/14/2024

PROPERTY INFORMATION	
Folio	30-3111-044-0110
Property Address	1353 NW 79 ST MIAMI, FL 33147-8264
Owner	1353 NW LLC
Mailing Address	3006 AVIATION AVE 3A MIAMI, FL 33133
Primary Zone	6051 UC EDGE - MIXED USE CORRIDOR (MC) 4 MAX HT
Primary Land Use	2729 AUTOMOTIVE OR MARINE : MIXED USE - COMMERCIAL
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	
Living Area	
Adjusted Area	2,579 Sq.Ft
Lot Size	33,507 Sq.Ft
Year Built	1967



ASSESSMENT INFORMATION				
Year	2023	2022	2021	
Land Value	\$2,010,420	\$603,126	\$603,126	
Building Value	\$106,118	\$106,118	\$93,384	
Extra Feature Value	\$18,522	\$18,522	\$18,522	
Market Value	\$2,135,060	\$727,766	\$715,032	
Assessed Value	\$800,542	\$727,766	\$715,032	

BENEFIT INFORMATION				
Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	\$1,334,518		

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION	
HILL SIDE ACRES AMD PL PB 7-35	
LOTS 1 & 2 LESS R/W - BEG AT NW	
COR LOT 2 E189.73FT S162.88FT SW	
TH SWLY ALG CURVE TO RT A/D OF	
88.31FT W103.89FT N178.42FT TO	

TAXABLE VALUE INFORMATION				
Year	2023	2022	2021	
COUNTY				
Exemption Value	\$0	\$0	\$0	
Taxable Value	\$800,542	\$727,766	\$715,032	
SCHOOL BOARD				
Exemption Value	\$0	\$0	\$0	
Taxable Value	\$2,135,060	\$727,766	\$715,032	
CITY				
Exemption Value	\$0	\$0	\$0	
Taxable Value	\$0	\$0	\$0	
REGIONAL				
Exemption Value	\$0	\$0	\$0	
Taxable Value	\$800,542	\$727,766	\$715,032	

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
11/17/2023	\$1,900,000	33990-1976	Qual on DOS, multi-parcel sale
08/07/2020	\$100	32051-4729	Corrective, tax or QCD; min consideration
08/07/2020	\$675,000	32051-4717	Forced sale; under duress; foreclosure prevention
06/08/2020	\$405,100	31969-1083	Federal, state or local government agency