



# City of Miami

## Legislation

### Resolution: R-21-0321

City Hall  
3500 Pan American Drive  
Miami, FL 33133  
www.miamigov.com

**File Number: 9351**

**Final Action Date: 7/22/2021**

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), APPROVING, SETTING FORTH, AND SUBMITTING TO THE ELECTORATE A PROPOSED AMENDMENT TO SECTION 29-B OF THE CHARTER OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("CHARTER"), TITLED "CITY-OWNED PROPERTY SALE OR LEASE-GENERALLY," TO AUTHORIZE THE CITY COMMISSION, BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, TO WAIVE COMPETITIVE BIDDING AND TO NEGOTIATE AND EXECUTE A GROUND LEASE AND MASTER DEVELOPMENT AGREEMENT ("LEASE"), IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, BETWEEN THE CITY OF MIAMI ("CITY") AND BISCAYNE MARINE PARTNERS, LLC ("MARINA PARC") FOR APPROXIMATELY TWENTY-SEVEN (27) ACRES OF CITY-OWNED PROPERTY (INCLUDING UPLANDS AND SUBMERGED LANDS) IN VIRGINIA KEY AND GENERALLY LOCATED AT 3301, 3307, 3605, AND 3501 RICKENBACKER CAUSEWAY, MIAMI, FLORIDA AND IDENTIFIED AS FOLIO NOS. 01-4217-000-0020, 01-4218-000-0030, 01-4218-000-0031, 01-4218-000-0010, AND 01-4217-000-0030 (COLLECTIVELY, "PROPERTY") FOR AN INITIAL TERM OF FORTY-FIVE (45) YEARS WITH TWO (2) FIFTEEN (15) YEAR RENEWAL TERMS, FOR A CUMULATIVE TERM INCLUSIVE OF BOTH RENEWALS NOT TO EXCEED SEVENTY-FIVE (75) YEARS, AND PROVIDING FOR A PRIVATELY FUNDED MINIMUM CAPITAL INVESTMENT BY MARINA PARC OF ONE HUNDRED FIFTEEN MILLION DOLLARS (\$115,000,000.00) WITH THE FOLLOWING MINIMUM ANNUAL RENT STRUCTURE: (A) BASE RENT EQUAL TO THE GREATER OF FAIR MARKET VALUE AS DETERMINED BY TWO (2) INDEPENDENT STATE-CERTIFIED APPRAISERS OR TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$2,750,000.00) ("BASE RENT") WITH TEN PERCENT (10%) OF THE BASE RENT TO BE ALLOCATED TO THE VIRGINIA KEY BEACH PARK TRUST PLUS (B) PERCENTAGE RENT EQUAL TO SIX PERCENT (6%) OF THE GROSS REVENUES GENERATED FROM WET SLIPS, DRY STORAGE, AND FUEL SALES, AND FOUR PERCENT (4%) OF GROSS REVENUES GENERATED FROM SUBLEASE INCOME AND OTHER INCOME-GENERATING SOURCES RECEIVED ("PERCENTAGE RENT") AND (C) ANY RENT INCREASES AND/OR ADDITIONAL RENTS NEGOTIATED BY THE PARTIES; AUTHORIZING THE USE OF THE PROPERTY FOR MIXED-USE WATERFRONT FACILITIES INCLUDING, BUT NOT LIMITED TO, MARINAS, BOATYARDS, DOCK MASTER'S OFFICES, SHIP'S STORES, DRY RACK BOAT AND OTHER VESSEL STORAGE, WET SLIP DOCKS, RESTAURANTS, MARINE-RELATED RETAIL, FUEL FACILITIES, AND OTHER RECREATIONAL AND MARINE RELATED USES, AND SUCH LEASE SUBJECT TO COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, REGULATIONS, AND RESTRICTIONS IMPOSED UPON THE PROPERTY BY LAW OR BY CONTRACT, WITH RESTRICTIONS, REVERSIONS, AND RETENTION BY THE CITY OF ALL OTHER RIGHTS; CALLING FOR A SPECIAL ELECTION AND PROVIDING THAT THE CHARTER AMENDMENT BE SUBMITTED TO THE ELECTORATE AT THE SPECIAL ELECTION TO BE HELD ON

NOVEMBER 2, 2021; DESIGNATING AND APPOINTING THE CITY CLERK AS THE OFFICIAL REPRESENTATIVE OF THE CITY COMMISSION WITH RESPECT TO THE USE OF VOTER REGISTRATION BOOKS AND RECORDS; FURTHER DIRECTING THE CITY CLERK TO CAUSE A CERTIFIED COPY OF THE HEREIN RESOLUTION TO BE DELIVERED TO THE SUPERVISOR OF ELECTIONS OF MIAMI-DADE COUNTY NOT LESS THAN FORTY-FIVE (45) DAYS PRIOR TO THE DATE OF SUCH SPECIAL ELECTION; PROVIDING AN IMMEDIATE EFFECTIVE DATE.

**SPONSOR(S): City Commission**

WHEREAS, the City of Miami ("City") is the owner in fee simple of the waterfront properties in Virginia Key known as Rickenbacker Marina and Marine Stadium Marina, consisting of approximately twenty-seven (27) acres of combined uplands and submerged lands, located generally at 3301, 3307, 3605, and 3501 Rickenbacker Causeway, Miami, Florida and identified as folio nos. 01-4217-000-0020, 01-4218-000-0030, 01-4218-000-0031, 01-4218-000-0010, and 01-4217-000-0030 (collectively, "Property"); and

WHEREAS, Biscayne Marine Partners, LLC ("Marina PARC") desires to design and develop the Property for the purposes of constructing a mixed-use waterfront marine campus including, but not limited to, marinas, boatyards, dock master's offices, ship's stores, dry rack boat and other vessel storage, wetslip docks, restaurants, marine related retail, fuel facilities, and other recreational and marine-related uses ("Project"); and

WHEREAS, the City and Marina PARC desire to negotiate and enter into a Ground Lease and Master Development Agreement ("Lease") for the construction and operation of the Project on the Property for an initial term of forty-five (45) years with two (2) fifteen (15) year options to renew for a maximum possible term of seventy-five (75) years; and

WHEREAS, Marina PARC shall invest a minimum of one hundred fifteen million dollars (\$115,000,000.00) in private capital for the construction and development of the Project; and

WHEREAS, Marina PARC shall pay to the City an annual minimum base rent equal to the greater of fair market value as determined by two (2) independent State certified appraisers or two million seven hundred and fifty thousand dollars (\$2,750,000.00) ("Base Rent"); and

WHEREAS, the City will allocate ten percent (10%) of the Base Rent for the Virginia Key Beach Park Trust; and

WHEREAS, in addition to the Base Rent, Marina PARC shall pay to the City an annual minimum percentage rent equal to six percent (6%) of the gross revenues generated from wet slips, dry storage, and fuel sales, and four percent (4%) of gross revenues generated from sublease income and other income-generating sources received from the Project ("Percentage Rent"); and

WHEREAS, for purposes of calculating Percentage Rent, gross revenues shall mean the total amount of income received by Marina PARC prior to any deductions; and

WHEREAS, the City shall negotiate with Marina PARC to ensure the financial return to the City meets or exceeds fair market value through a minimum rent, profit sharing, or other similar financial contribution from Marina PARC to the City, but in no event less than the Base Rent plus Percentage Rent; and

WHEREAS, Marina PARC proposes to design, fund, construct, and operate the Project, which will include, without limitation, floating dock systems, a public coastal promenade, and ample parking facilities; and

WHEREAS, the Project will help implement major components of the Virginia Key Master Plan; and

WHEREAS, the Lease shall provide reasonable and increased public access to the water and reasonable public use of the Property and shall comply with other waterfront setback and view-corridor requirements of the Charter of the City of Miami, Florida, as amended ("City Charter"); and

WHEREAS, the approval of the Lease shall be subject to compliance with all laws, regulations, or restrictions imposed upon the Property; and

WHEREAS, Marina PARC shall be responsible for all expenses and costs associated with the Project and Property, including, without limitation, reimbursing the City for all bond funds and other restricted funds utilized at the Property or any portion thereof and any costs imposed by the State pursuant to the deed restriction; and

WHEREAS, the City Commission has determined that the Lease and Project are in the City's best interest; and

WHEREAS, pursuant to Resolution No. R-21-0290 adopted on July 8, 2021, the City Attorney was directed to draft the proposed ballot language contained herein; and

WHEREAS, this Resolution does not confer any contractual or leasehold rights in the Property to Marina PARC unless and until (i) the electorate has cast a favorable vote approving the proposed City Charter amendment; (ii) the Lease is negotiated and approved by a 4/5ths vote of the City Commission at the Commission's sole and absolute discretion; and (iii) following approval by the City Commission, the Lease is executed by the authorized officers of Marina PARC and the City, respectively;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. In accordance with Section 6.03 of the Miami-Dade County Home Rule Charter, a Special Election is being called and directed in the City from 7:00 A.M. until 7:00 P.M. on Tuesday, November 2, 2021 for the purpose of submitting to the qualified electors of the City for their approval or disapproval the proposed City Charter amendment for the Lease as stated herein.

Section 3. Section 29-B of the City Charter is proposed to be amended in the following particulars:<sup>1</sup>

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<sup>1</sup> Words and/or figures stricken through shall be deleted. Underscored words and/or figures shall be added. The remaining provisions are now in effect and remain unchanged. Asterisks indicate omitted and unchanged material.

"CHARTER AND CODE OF THE CITY OF MIAMI, FLORIDA

SUBPART A. THE CHARTER

Sec. 29-B. City-owned property sale or lease-Generally.

Notwithstanding any provision to the contrary contained in this Charter or the City Code, and except as provided below, the city commission is prohibited from favorably considering any sale or lease of property owned by the city unless there is a return to the city of fair market value under such proposed sale or lease. The city commission is also prohibited from favorably considering any sale or lease of city-owned property unless (a) there shall have been, prior to the date of the city commission's consideration of such sale or lease, an advertisement soliciting proposals for said sale or lease published in a daily newspaper of general paid circulation in the city, allowing not less than ninety (90) days for the city's receipt of proposals from prospective purchasers or lessees, said advertisement to be no less than one-fourth ( $\frac{1}{4}$ ) page and the headline in the advertisement to be in a type no smaller than 18- point and, (b) except as provided below, there shall have been at least three (3) written proposals received from prospective purchasers or lessees; however, if there are less than three (3) such proposals received and if the guaranteed return under the proposal whose acceptance is being considered is equal to fair market value the city commission determines that the contemplated sale or lease will be in the city's best interest then, subject to the approval of a majority of the votes cast by the electorate at a referendum, the sale or lease may be consummated. Any lease for the development of improvements of city-owned property which has been approved by voter referendum shall require additional voter approval for a development on City-owned property where the developer has not obtained the necessary building permits within four (4) years of the effective date of the lease. Such section shall not be applicable when the delay in the performance of any obligation is as a result of force majeure, or litigation that questions the validity of the vote, or the City Commission action to place the question for referendum, then the performance of such obligation shall be extended by the length of the delay. In the case of city-owned property which is not waterfront, when the value of such property to be sold or leased (individual leaseholds within a single city-owned property shall not be considered as a single parcel of property for such valuation purposes) is five hundred thousand dollars (\$500,000) or less, based on an appraisal performed by a state-certified appraiser, the city commission, by a 4/5ths affirmative vote, may sell or lease said city- owned property after compliance with the advertisement requirements set forth above but without the necessity of a referendum.

The above provisions and any other city requirements for competitive bidding shall not apply when:

- (a) conveying property to implement housing programs or projects which are intended to benefit persons or households with low and/or moderate income, the criteria of which to be provided for by federal and/or state law or by the city commission;

- (b) conveying property to implement projects authorized under the Florida Community Redevelopment Act of 1969, as amended;
- (c) conveying property to implement projects of any governmental agency or instrumentality;
- (d) disposing of property acquired as a result of foreclosure;
- (e) disposing of property acquired in connection with delinquent taxes which properties were conveyed to the city by the Miami-Dade board of county commissioners under the provisions of Section 197.592 Florida Statutes, as amended; and
- (f) disposing of non-waterfront property to the owner of an adjacent property when the subject property is 7,500 square feet or less or the subject non-waterfront property is non-buildable.

Notwithstanding anything herein to the contrary, the city commission, by a 4/5ths affirmative vote, may:

- (a) grant a lessee of city-owned property a one-time extension during the last five years of its lease, without the necessity of a referendum, for the purpose of funding additional capital improvements. The extended term shall not exceed twenty-five percent of the original term or ten years, whichever is less. The granting of such an extension is subject to the lessee paying fair market rent as determined by the city at the time of such extension and not being in default of its lease with the city nor in arrearage of any monies due the city; and
- (b) amend the Lease Agreement between the City of Miami and Biscayne Bay Restaurant Corp., d/b/a Rusty Pelican, dated February 13, 1970, as amended, to (i) extend the lease for an additional term of fifteen (15) years, with the option to renew for two (2) additional five (5) year periods, (ii) increase the amount of the minimum guarantee to the City to at least \$360,000 per lease year effective upon execution of the lease amendment, and (iii) require Rusty Pelican to complete capital improvements to the property, including a public baywalk, in the amount of not less than \$3 Million, within twenty-four (24) months of the effective date of the lease amendment; and
- (c) waive competitive bidding and execute a lease with Dade Heritage Trust, Inc. for the City-owned building located at 190 Southeast 12th Terrace, for a term of thirty (30) years, with two (2) thirty (30) year renewals, for minimum annual rent of \$600.00 with Consumer Price Index adjustments, with restrictions, reversions, and retention by the City of all other rights; and
- (d) waive competitive bidding and execute a Fifth Amendment to the Lease Agreement with Aligned Bayshore Marina, LLC, also known as Monty's, to extend the current lease term by an additional term of approximately thirty-two (32) years (to expire May 31, 2067), with two (2) ten (10) year

options to renew for a total term of fifty-two (52) years (to expire May 31, 2087); which will increase minimum rent payment by an additional two hundred thousand dollars (\$200,000.00) per lease year, for a minimum of ten million dollars (\$10,000,000.00) over the base term of the amended Lease Agreement, or one and three quarters percent (1.75%) of gross rent receipts from the Property, whichever is greater, as additional rent due to the City and, commencing January 1, 2019, minimum annual total rent (inclusive of the additional minimum rent) shall be one million five hundred thousand dollars (\$1,500,000.00), plus an additional twenty five thousand dollars (\$25,000.00) to be paid on an annual basis for the full amended term to a special fund to be established by the City for the benefit of low income housing renovation; further providing capital improvements to the Property of a minimum of seven million five hundred thousand dollars (\$7,500,000.00) to be spent within three (3) years of the electorate's approval of the Fifth Amendment to the Lease Agreement; further creating a capital account requiring a minimum additional investment in the Property of four million dollars (\$4,000,000.00) over the amended Lease term, inclusive of the renewal options; requiring a Transfer Fee payment to the City if the Property is transferred or assigned; and further requiring a Refinancing Fee payment to the City should the Property be refinanced after the initial refinancing.

- (e) waive competitive bidding and approve the Fifth Modification to the Lease with ESJ JI Leasehold, LLC, which modifies the remaining term of approximately forty three (43) years and extends the Term from the year 2060 to the year 2099 and includes a Fifteen (15) year option to extend the Lease to the year 2114; providing an additional annual rent payment of Two Hundred Fifty Thousand Dollars (\$250,000.00) increasing, once the proposed hotel has stabilized, to the greater of One Million Two Hundred Twenty Thousand Dollars (\$1,220,000.00) or Five Percent (5%) of annual hotel gross revenues from a new privately funded hotel development with a minimum cost of Fifty Million Dollars (\$50,000,000.00) with a maximum of Three Hundred (300) rooms and a maximum height of One Hundred Thirty (130) feet, at ESJ's expense and option, and a design subject to City approval and successful land use and zoning changes, as necessary, with said rent being in addition to the currently received greater of annual rent of Five Hundred Two Thousand One Hundred Sixty Eight Dollars (\$502,168.00) and percentage rent from Jungle Island revenue; with parking spaces sufficient to meet zoning ordinance requirements; ancillary improvements consisting of retail and/or restaurant space of up to ten thousand (10,000) square feet and meeting room space of up to thirty thousand (30,000) square feet; with an aggregate payment of Seven Hundred Thousand Dollars (\$700,000.00) towards the Ichimura-Miami Japanese Gardens for construction of a walkway to Jungle Island and necessary repairs and maintenance of the Ichimura-Miami Japanese Gardens; payments totaling Seven Hundred Fifty Thousand Dollars (\$750,000.00) over a ten (10) year period to be used for affordable housing; establishing a reserve account for capital repairs of Two Hundred Thousand Dollars (\$200,000.00) per year; implementing a transfer fee of Three Percent (3%) of gross sales proceeds if the Property is transferred or assigned;

implementing a refinancing fee of One Percent (1%) of refinancing loan proceeds if the Property is refinanced after the initial refinancing.

- (f) waive competitive bidding to negotiate and execute a Ground Lease and Master Development Agreement with Miami Freedom Park, LLC, for a total lease term of ninety-nine (99) years, for approximately seventy-three (73) acres of City-owned property located generally at 1400 Northwest 37th Avenue, Miami, Florida 33125, also known as Melreese County Club, with a minimum annual base rent payable to the City equal to the greater of (a) fair market value as determined by state certified appraisers or (b) five percent (5.0%) of rent from the retail, office, and hotel development within the Demised Property, but annual base rent of no less than three million five hundred seventy-seven thousand three hundred sixty-five dollars (\$3,577,365.00), in addition to a contribution to the City of twenty million dollars (\$20,000,000.00) payable over thirty (30) years in annual installments, and any rent increases and/or additional rents negotiated by the parties; authorizing the use of the Demised Property for a soccer stadium; with at least one (1) million square feet of art and entertainment center including food and beverage venues, offices, retail, and a hotel with at least 750 units and conference center with ancillary commercial uses, guaranteeing a living wage for all on-site employees, further requiring MFP to undertake the remediation and Site development for a public park of approximately fifty-eight (58) acres to be developed on property adjacent to the Demised Property as MFP's sole cost, with any restrictions, reversions, and retention by the City of all other rights including at least a one (1%) transfer fee payable to the City, with such Lease and Master Development Agreement requiring City Commission approval by a four-fifths ( $\frac{4}{5}$ ths) vote.
- (g) waive competitive bidding to negotiate and execute a Ground Lease and Master Development Agreement with Biscayne Marine Partners, LLC for mixed-use waterfront facilities including, but not limited to, marinas, boatyards, dock master's offices, ship's stores, dry rack boat and other vessel storage, wet slip docks, restaurants, marine-related retail, fuel facilities, and other recreational and marine-related uses of approximately twenty-seven (27) acres of City-owned property located generally at 3301, 3307, 3605, and 3501 Rickenbacker Causeway, Miami, Florida and identified as Folio Nos. 01-4217-000-0020, 01-4218-000-0030, 01-4218-000-0031, 01-4218-000-0010, and 01-4217-000-0030 for an initial term of forty-five (45) years with two (2) fifteen (15) year options to renew for a total possible lease term of seventy-five (75) years, with a privately funded minimum capital investment of one hundred fifteen million dollars (\$115,000,000.00), and providing for the following minimum annual rent structure: (a) base rent equal to the greater of fair market value as determined by two (2) independent state certified appraisers or two million seven hundred fifty thousand dollars (\$2,750,000.00) ("Base Rent"), with ten percent (10%) of such Base Rent to be allocated to the Virginia Key Beach Park Trust plus (b) percentage rent equal to six percent (6%) of the gross revenues generated from wet slips, dry storage, and fuel sales, and four percent (4%) of gross revenues generated from sublease income and other income-generating sources received and (c) any rent increases and/or

additional rents negotiated by the parties, with any restrictions, reversions, and retention by the City of all other rights, and such Lease requiring City Commission approval by a four-fifths (4/5ths) vote.

Notwithstanding anything in this Charter to the contrary, the City may enter into leases or management agreements, for any City-owned submerged lands, with entities having a possessory or ownership interest in the abutting riparian uplands for building marinas, docks or like facilities, using methods adopted by ordinance on the condition that such leases or management agreements result in a return to the City of at least fair market value."

Section 4. The Special Election shall be held at the polling places in the precincts designated, all as shown on Exhibit No. 1, attached and incorporated, or as may be designated by the Supervisor of Elections of Miami-Dade County ("Supervisor"), in conformity with the provisions of the general laws of the State of Florida ("State"). The Precinct Election Clerks and Inspectors to serve at said polling places on said Special Election date shall be those designated by the Supervisor for such purpose in accordance with the general laws of the State. A description of the registration books and records which pertain to Special Election precincts wholly or partly within the City and which the City is adopting and desires to use for holding such Special Election is all voter information cards, registration books, records, and certificates pertaining to electors of the City and established and maintained as official by the Supervisor in conformity with the provisions of the general laws of the State are hereby adopted and declared to be, and shall hereafter be recognized and accepted as, official voter information cards, registration books, records, and certificates of the City.

Section 5. In compliance with Section 100.342, Florida Statutes (2020), regarding any Special Election not otherwise provided for, there shall be at least thirty (30) days' notice of the Special Election by publication in a newspaper of general circulation in the City. The City Clerk is authorized and directed to publish notice of the adoption of this Resolution and of the provisions hereof at least twice, once in the fifth week and once in the third week prior to the week in which the aforesaid Special Election is to be held in newspaper(s) of general circulation in the City which notice shall be substantially in the following form:

NOTICE OF SPECIAL ELECTION  
TO AMEND THE MIAMI CITY CHARTER TO BE HELD ON  
TUESDAY, NOVEMBER 2, 2021  
IN THE CITY OF MIAMI, FLORIDA

PURSUANT TO RESOLUTION NO. R-21-0321

A Special Election will be held on Tuesday, November 2, 2021 from 7:00 A.M. until 7:00 P.M. in the City of Miami, Florida at the polling places in the several Special Election precincts designated by the Supervisor of Elections of Miami-Dade County, Florida as set forth herein unless otherwise provided by law and submitting to the qualified electors of the City of Miami, Florida the following question:

Shall Miami's Charter be amended authorizing City to waive competitive bidding, negotiate, execute 75 year waterfront lease (marinas, restaurants, marine related uses) of approximately 27 acres (generally 3301, 3307, 3605, 3501 Rickenbacker Causeway) with Biscayne Marine Partners LLC, for minimum:



- \$115,000,000 tenant capital investment
- \$2,750,000 annual rent (10% for Virginia Key Beach Park Trust) or fair market value
- 6% gross boat storage, fuel revenues; 4% gross revenues from other sources?

This Charter amendment will amend Section 29-B of the Miami City Charter to authorize the City Commission, by a four-fifths (4/5ths) affirmative vote, to waive competitive bidding and to negotiate and execute a Ground Lease and Master Development Agreement ("Lease"), in a form acceptable to the City Attorney, between the City and Biscayne Marine Partners, LLC for mixed-use waterfront facilities including, but not limited to, marinas, boatyards, dock master's offices, ship's stores, dry rack boat and other vessel storage, wet slip docks, restaurants, marine related retail, fuel facilities, and other recreational and marine related uses of approximately twenty-seven (27) acres of City-owned property located generally at 3301, 3307, 3605, and 3501 Rickenbacker Causeway, Miami, Florida and identified as Folio Nos. 01-4217-000-0020, 01-4218-000-0030, 01-4218-000-0031, 01-4218-000-0010, and 01-4217-000-0030 for an initial term of forty-five (45) years with two (2) fifteen (15) year options to renew for a total possible lease term of seventy-five (75) years, with a privately funded minimum capital investment of one hundred fifteen million dollars (\$115,000,000.00), and providing for the following minimum annual rent structure: (a) base rent equal to the greater of fair market value as determined by two (2) independent state certified appraisers or two million seven hundred fifty thousand dollars (\$2,750,000.00) ("Base Rent"), with ten percent (10%) of such Base Rent to be allocated to the Virginia Key Beach Park Trust plus (b) percentage rent equal to six percent (6%) of the gross revenues generated from wet slips, dry storage, and fuel sales, and four percent (4%) of gross revenues generated from sublease income and other income-generating sources received and (c) any rent increases and/or additional rents negotiated by the parties, with such Lease subject to compliance with all applicable laws, rules, regulations, and restrictions imposed upon the property by law or by contract, with restrictions, reversions, and retention by the City of all other rights.

By order of the Commission of the City of Miami, Florida.

Section 6. The official ballot to be used at said Special Election shall be in full compliance with the laws of the State with respect to vote-by-mail ballots and to the use of the mechanical voting machines or the Computer Election System and shall be in substantially the following form:

"Official Ballot"  
 Special Election  
 Miami, Florida  
 November 2, 2021

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 Proposed Charter Amendment for the Lease  
 and Development of Virginia Key Marina.  
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Shall Miami's Charter be amended authorizing City  
 to waive competitive bidding, negotiate, execute 75

year waterfront lease (marinas, restaurants, marine related uses) of approximately 27 acres (generally 3301, 3307, 3605, 3501 Rickenbacker Causeway) with Biscayne Marine Partners LLC, for minimum:

- \$115,000,000 tenant capital investment
- \$2,750,000 annual rent (10% for Virginia Key Beach Park Trust) or fair market value
- 6% gross boat storage, fuel revenues; 4% gross revenues from other sources?

Yes

No

Section 7. The form of the ballot shall be in accordance with requirements of general election laws. Electors desiring to vote in approval of the Question described above shall be instructed to vote their selection next to the word "YES" within the ballot containing the statement relating to the Question. Electors desiring to vote to disapprove the Question shall be instructed to vote their selection next to the word "NO" within the ballot containing the statement relating to the Question. Once individuals are satisfied with their choice, they shall press the "Vote" button and the ballot shall be cast.

Section 8. The City Clerk shall cause to be prepared vote-by-mail ballots containing the Question set forth in Section 6 above for the use of vote-by-mail electors entitled to cast such ballots in said Special Election.

Section 9. All qualified electors of the City shall be permitted to vote in said Special Election and the Supervisor is hereby requested, authorized, and directed to furnish, at the cost and expense of the City, a list of all qualified electors residing in the City as shown by the registration books and records of the Office of the Supervisor and duly certify the same for delivery to and for use by the election officials designated to serve at the respective polling places in said Special Election precincts.

Section 10. For the purpose of enabling persons to register who are qualified to vote in said Special Election on Tuesday, November 2, 2021 and who have not registered under the provisions of the general laws of the State and Chapter 16 of the Code of the City of Miami, Florida, as amended, or who have transferred their legal residence from one voting precinct to another in the City, they may register Monday through Friday from 8:00 A.M. to 5:00 P.M. at the Miami-Dade County Elections Department located at 2700 Northwest 87<sup>th</sup> Avenue, Miami, Florida within such period of time as may be designated by the Supervisor. In addition to the above place and times, qualified persons may register at such branch offices and may also use any mobile registration van for the purpose of registration in order to vote in the herein described Special Election during such times and on such dates as may be designated by the Supervisor.

Section 11. Todd B. Hannon, the City Clerk, or his duly appointed successor, is hereby designated and appointed as the official representative of the City Commission in all transactions with the Supervisor related to matters pertaining to the use of the registration books and the holding of said Special Election.

Section 12. The City Clerk shall deliver a certified copy of this Resolution to the Supervisor not less than forty-five (45) days prior to the date of the Special Election.

Section 13. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.<sup>2</sup>

APPROVED AS TO FORM AND CORRECTNESS:

  
Victoria Méndez, City Attorney 8/6/2021

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<sup>2</sup> If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

## **Precinct List**

### **FOR SELECTED DISTRICT**

**DISTRICT:**  City: Miami

<b><u>Prec/PP</u></b>	<b><u>Place Name</u></b>	<b><u>Office Location</u></b>	<b><u>CITY</u></b>	<b><u>ZIP</u></b>
465.0	West End Park Community House	250 SW 60 Ave	Miami	33144
498.0	Eden Eglise Adventist DU 7th Jour	7777 N Miami Ave	Miami	33150
499.0	Liberty Square Community Center	6304 NW 14 Ave	Miami	33147
501.0	Jesse J. McCrary Jr. Elementary School	514 NW 77 St	Miami	33150
502.0	Legion Memorial Park	6447 NE 7 Ave	Miami	33138
503.0	H U D	1407 NW 7 St	Miami	33125
504.0	Legion Memorial Park	6447 NE 7 Ave	Miami	33138
505.0	St. Matthew Freewill Baptist Church	6700 NW 2 Ave	Miami	33150
506.0	Edison Courts Community Center	325 NW 62 St	Miami	33150
507.0	Thena C. Crowder Elementary School	757 NW 66 St	Miami	33150
508.0	Liberty Square Community Center	6304 NW 14 Ave	Miami	33147
509.0	The Universal Church of The Kingdom of God	3501 W Flagler St	Miami	33135
510.0	The Universal Church of The Kingdom of God	3501 W Flagler St	Miami	33135
511.0	Jordan Grove Baptist Church	5946 NW 12 Ave	Miami	33127
512.0	St. Paul Institutional AME Church	1892 NW 51 Ter	Miami	33142
514.0	iTech @ Thomas A. Edison Educational Center	6101 NW 2 Ave	Miami	33127
515.0	Toussaint Louverture Elementary School	120 NE 59 St	Miami	33137
516.0	Morningside Park	750 NE 55 Ter	Miami	33137
517.0	Arthur E. Teele Jr Community Center	6301 NE 2 Ave	Miami	33138
518.0	Church of God Prophecy #1	4528 NW 1 Ave	Miami	33127
519.0	Shadowlawn Elementary School	149 NW 49 St	Miami	33127
520.0	Carrie P. Meek Art Center	1350 NW 50 St	Miami	33142
521.0	Edison Towers	5821 NW 7 Ave	Miami	33127
522.0	Moore Park	765 NW 36 St	Miami	33127
523.0	Ebenezer United Methodist Church	2001 NW 35 St	Miami	33142
524.0	Coral Way K-8 Center	1950 SW 13 Ave	Miami	33145
526.0	Curtis Park Community House	1901 NW 24 Ave	Miami	33125
527.0	Juan P. Duarte Park	1776 NW 28 St	Miami	33142
528.0	Allapattah Branch Library	1799 NW 35 St	Miami	33142
529.0	Jose De Diego Middle School	3100 NW 5 Ave	Miami	33127
530.0	Comstock Elementary School	2420 NW 18 Ave	Miami	33142
531.0	Claude Pepper Community Center II	750 NW 18 Ter	Miami	33136
531.1	Claude Pepper Community Center II	750 NW 18 Ter	Miami	33136
532.0	Christ Episcopal Church	3481 Hibiscus St	Miami	33133

**Precinct List**  
**FOR SELECTED DISTRICT**

**DISTRICT:**  City: Miami

<b><u>Prec/PP</u></b>	<b><u>Place Name</u></b>	<b><u>Office Location</u></b>	<b><u>CITY</u></b>	<b><u>ZIP</u></b>
533.0	Culmer Neighborhood Service Center	1600 NW 3 Ave	Miami	33136
533.1	Culmer Neighborhood Service Center	1600 NW 3 Ave	Miami	33136
534.0	Miami Fire Station #2	1901 N Miami Ave	Miami	33136
534.1	Miami Fire Station #2	1901 N Miami Ave	Miami	33136
534.2	Miami Fire Station #2	1901 N Miami Ave	Miami	33136
535.0	Paul Laurence Dunbar K-8 Center	505 NW 20 St	Miami	33127
536.0	Phillis Wheatley Elementary School	1801 NW 1 Pl	Miami	33136
536.1	Phillis Wheatley Elementary School	1801 NW 1 Pl	Miami	33136
537.0	Wynwood Community Resource Center	2902 NW 2 Ave	Miami	33127
538.0	Temple Israel of Greater Miami	137 NE 19 St	Miami	33132
540.0	Comstock Elementary School	2420 NW 18 Ave	Miami	33142
541.0	First Presbyterian Church	609 Brickell Ave	Miami	33131
542.0	Jack Orr Senior Center	550 NW 5 St	Miami	33128
543.0	H U D	1407 NW 7 St	Miami	33125
544.0	Trinity Cathedral Hall	464 NE 16 St	Miami	33132
545.0	Miami Police Benevolent Association	2300 NW 14 St	Miami	33125
546.0	Miami City Hall	3500 Pan American Dr	Miami	33133
547.0	Miami Fire Station #7	314 Beacom Blvd	Miami	33135
548.0	Miami-Dade County Auditorium	2901 W Flagler St	Miami	33135
549.0	Kensington Park Elementary School	711 NW 30 Ave	Miami	33125
550.0	Miami Fire Fighter Benevolent Association	2980 NW S River Dr	Miami	33125
550.1	Miami Fire Fighter Benevolent Association	2980 NW S River Dr	Miami	33125
551.0	Grapeland Park	1550 NW 37 Ave	Miami	33125
552.0	Armando Badia Senior Center	25 Tamiami Blvd	Miami	33144
553.0	Robert King High Community House	7025 W Flagler St	Miami	33144
554.0	Iglesia Bautista Misionera Renovacion	50 NW 51 Pl	Miami	33126
556.0	Kinloch Park Community Center	455 NW 47 Ave	Miami	33126
557.0	Sunlight Miami	4585 W Flagler St	Miami	33134
558.0	Kinloch Park Community Center	455 NW 47 Ave	Miami	33126
559.0	Ebenezer Freewill Baptist Church	4111 SW 4 St	Miami	33134
560.0	Kinloch Park Middle School	4340 NW 3 St	Miami	33126
561.0	Iglesia Bautista Resurreccion	2323 SW 27 Ave	Miami	33145
563.0	Jose Marti Park Gymnasium	434 SW 3 Ave	Miami	33130
564.0	Hispanic Branch Library	1398 SW 1 St	Miami	33135

**Precinct List**  
**FOR SELECTED DISTRICT**

**DISTRICT:**  City: Miami

<b><u>Prec/PP</u></b>	<b><u>Place Name</u></b>	<b><u>Office Location</u></b>	<b><u>CITY</u></b>	<b><u>ZIP</u></b>
565.0	Riverside Elementary School	1190 SW 2 St	Miami	33130
566.0	Jose Marti Park Gymnasium	434 SW 3 Ave	Miami	33130
567.0	Simpson Park Recreation Building	55 SW 17 Rd	Miami	33129
568.0	Simpson Park Recreation Building	55 SW 17 Rd	Miami	33129
569.0	Stanley Axlrod UTD Towers	1809 Brickell Ave	Miami	33129
570.0	Coral Way K-8 Center	1950 SW 13 Ave	Miami	33145
571.0	Shenandoah Branch Library	2111 SW 19 St	Miami	33145
572.0	Shenandoah Elementary School	1023 SW 21 Ave	Miami	33135
573.0	Rene Janero Recreation Center	1800 SW 21 Ave	Miami	33145
574.0	Rene Janero Recreation Center	1800 SW 21 Ave	Miami	33145
575.0	Central Christian Church of Dade County	222 Menores Ave	Coral Gables	33134
576.0	Coral Gate Park Community Center	1415 SW 32 Ave	Miami	33145
577.0	Frankie S. Rolle Service Center	3750 S Dixie Hwy	Miami	33133
578.0	Providence Road/Coral Baptist Church	2732 SW 32 Ave	Miami	33133
579.0	Silver Bluff Elementary School	2609 SW 25 Ave	Miami	33133
580.0	Jesse J. McCrary Jr. Elementary School	514 NW 77 St	Miami	33150
581.0	Little Havana Housing Project #1	1759 SW 5 St	Miami	33135
582.0	Vizcaya Village Garage - Historic Garage	3250 S Miami Ave	Miami	33129
583.0	Miami Fire Station #8	2975 Oak Ave	Miami	33133
584.0	Frankie S. Rolle Service Center	3750 S Dixie Hwy	Miami	33133
585.0	Elizabeth Virrick Park	3255 Plaza St	Miami	33133
586.0	Miami-Dade Water & Sewer Authority	3575 S Le Jeune Rd	Miami	33133
587.0	Plymouth Congregational Church	3400 Devon Rd	Miami	33133
588.0	Allapattah Branch Library	1799 NW 35 St	Miami	33142
588.1	Allapattah Branch Library	1799 NW 35 St	Miami	33142
589.0	Allapattah Branch Library	1799 NW 35 St	Miami	33142
591.0	Malcolm Ross Senior Center	2800 NW 18 Ave	Miami	33142
591.1	Malcolm Ross Senior Center	2800 NW 18 Ave	Miami	33142
592.0	Curtis Park Community House	1901 NW 24 Ave	Miami	33125
593.0	Citrus Grove Middle School	2153 NW 3 St	Miami	33125
594.0	Juan P. Duarte Park	1776 NW 28 St	Miami	33142
595.0	Juan P. Duarte Park	1776 NW 28 St	Miami	33142
596.0	Miami Fire Station #7	314 Beacom Blvd	Miami	33135
597.0	Moore Park	765 NW 36 St	Miami	33127

## **Precinct List**

### **FOR SELECTED DISTRICT**

**DISTRICT:**  City: Miami

<b><u>Prec/PP</u></b>	<b><u>Place Name</u></b>	<b><u>Office Location</u></b>	<b><u>CITY</u></b>	<b><u>ZIP</u></b>
598.0	Moore Park	765 NW 36 St	Miami	33127
599.0	Wynwood Community Resource Center	2902 NW 2 Ave	Miami	33127
624.0	Knights of Columbus Miami Council 1726	3601 S Miami Ave	Miami	33133
655.0	Jack Orr Senior Center	550 NW 5 St	Miami	33128
655.1	Jack Orr Senior Center	550 NW 5 St	Miami	33128
656.0	Jack Orr Senior Center	550 NW 5 St	Miami	33128
656.1	Jack Orr Senior Center	550 NW 5 St	Miami	33128
658.0	Trinity Cathedral Hall	464 NE 16 St	Miami	33132
658.1	Trinity Cathedral Hall	464 NE 16 St	Miami	33132
659.0	Trinity Cathedral Hall	464 NE 16 St	Miami	33132
659.1	Trinity Cathedral Hall	464 NE 16 St	Miami	33132
659.2	Trinity Cathedral Hall	464 NE 16 St	Miami	33132
667.0	Shenandoah Branch Library	2111 SW 19 St	Miami	33145
668.0	Simpson Park Recreation Building	55 SW 17 Rd	Miami	33129
669.0	Iglesia Adventista del Septimo Dia	862 SW 4 St	Miami	33130
670.0	Miami-Dade County Auditorium	2901 W Flagler St	Miami	33135
971.0	Kinloch Park Middle School	4340 NW 3 St	Miami	33126
974.0	Kinloch Park Community Center	455 NW 47 Ave	Miami	33126
975.0	Claude Pepper Community Center II	750 NW 18 Ter	Miami	33136
976.0	Paul Laurence Dunbar K-8 Center	505 NW 20 St	Miami	33127
978.0	Morningside K-8 Academy	6620 NE 5 Ave	Miami	33138
980.0	Comstock Elementary School	2420 NW 18 Ave	Miami	33142
981.0	Allapattah Neighborhood Service Center	1897 NW 20 St	Miami	33142
981.1	Allapattah Neighborhood Service Center	1897 NW 20 St	Miami	33142
982.0	Alfred I. DuPont Building	169 E Flagler St	Miami	33131
982.1	Alfred I. DuPont Building	169 E Flagler St	Miami	33131
983.0	Trinity Cathedral Hall	464 NE 16 St	Miami	33132
984.0	Alfred I. DuPont Building	169 E Flagler St	Miami	33131
984.1	Alfred I. DuPont Building	169 E Flagler St	Miami	33131
985.0	Jack Orr Senior Center	550 NW 5 St	Miami	33128
987.0	Curtis Park Community House	1901 NW 24 Ave	Miami	33125
987.1	Curtis Park Community House	1901 NW 24 Ave	Miami	33125
989.0	H U D	1407 NW 7 St	Miami	33125
990.0	H U D	1407 NW 7 St	Miami	33125

# Christina White

Supervisor of Elections



Miami-Dade County, FL

## **Precinct List** **FOR SELECTED DISTRICT**

**DISTRICT:**  City: Miami

<b><u>Prec/PP</u></b>	<b><u>Place Name</u></b>	<b><u>Office Location</u></b>	<b><u>CITY</u></b>	<b><u>ZIP</u></b>
991.0	Iglesia Bautista Misionera Renovacion	50 NW 51 Pl	Miami	33126
991.1	Iglesia Bautista Misionera Renovacion	50 NW 51 Pl	Miami	33126
992.0	Iglesia Bautista Misionera Renovacion	50 NW 51 Pl	Miami	33126
993.0	Vizcaya Village Garage - Historic Garage	3250 S Miami Ave	Miami	33129
994.0	Ebenezer Freewill Baptist Church	4111 SW 4 St	Miami	33134
995.0	Knights of Columbus Miami Council 1726	3601 S Miami Ave	Miami	33133
996.0	Vizcaya Village Garage - Historic Garage	3250 S Miami Ave	Miami	33129
997.0	Miami Police Benevolent Association	2300 NW 14 St	Miami	33125
999.0	Morningside Park	750 NE 55 Ter	Miami	33137

**Total Number of Precincts**

**145**