

Facilities Planning and Construction
Paul J. Phillips, Chief Facilities Officer

SUBJECT: AUTHORIZATION TO EXECUTE A LEASE AGREEMENT WITH THE CITY OF NORTH MIAMI FOR THE CONSTRUCTION AND OPERATION OF A NEW K-8 EDUCATIONAL FACILITY

At its meeting of January 13, 1999, the Board authorized staff to negotiate with the City of North Miami (City) for the leasing of the necessary acreage to construct a new K-8 facility near Florida International University's north campus. The City has approached the District with a proposal for the Board to lease City-owned land near the intersection of Bay Vista Boulevard and N.E. 151 Street for the construction and operation of a new K-8 educational facility (see attached location map). The City and District have developed an Elementary-Middle School Educational Facility Ground Lease Agreement (K-8 lease) that will allow for the long-term lease of City-owned land for this purpose. The City-owned land intended for this purpose abuts environmentally sensitive mangrove areas and therefore, any development is contingent upon review and approval from environmental protection agencies, and a determination by such agencies that sufficient acreage is available for construction.

Pursuant to negotiating procedures, Management Team meetings were held on March 22, 1999, and April 23, 1999 for direction on negotiating strategies and parameters. Based on this direction, terms and conditions of the proposed K-8 lease are as follows:

- forty-year term, with three additional ten-year option periods, at the mutual option of the City and Board;
- rent at \$1.00 per year;
- the District will construct all improvements using the State Requirements for Educational Facilities (SREF) and will be solely responsible for design criteria, plan review and inspections;
- the City shall only have the right to cancel the agreement in the event the District defaults under the terms of the lease and fails to cure the default;
- the District shall have six months to conduct all appropriate site investigations and testing, and shall have one year to determine the extent and cost of off-site improvements. Should the Board determine the site is unsuitable or infeasible due to mitigation, infrastructure or other costs, environmental issues or other operational concerns, the District may cancel the agreement without penalty;

- the City shall have the right to use the recreational and other improvements, including the soccer field, for City activities and programs, and shall reimburse the District for all additional costs borne by the District for maintenance, custodial and utilities generated as a result of City activities;
- in consideration of District use of City lands, the District shall contemplate operating the new school as a Magnet School or School of Choice. Further, it will be the District's intent to provide relief for William J. Bryan Elementary, Natural Bridge Elementary and North Miami Middle Schools for the first year of occupancy of the new educational facility;
- the City shall have the right to make additional recreational improvements to the school site, at its sole cost and expense, with District approval; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required by this lease, or to cancel this lease.

The proposed K-8 lease has been reviewed by the School Board Attorney's Office and by the Office of Risk and Benefits Management. The Administrative Director of School Operations, Region Superintendent of Region II, and Deputy Superintendent of School Operations recommend approval of this agreement.

A copy of the proposed K-8 lease will be placed on file in the Citizen Information Center and the Recording Secretary's Office.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute the Elementary-Middle School Educational Facility Ground Lease Agreement with the City of North Miami, for the construction and operation of a new K-8 educational facility, at a rate of \$1.00 per year, and under the terms and conditions set forth above.

MAL:slr

LOCATION MAP

