

Facilities Planning and Construction
Suzanne A. Marshall, Chief Facilities Officer (Construction)

**SUBJECT: AUTHORIZATION TO EXECUTE A LEASE AGREEMENT WITH
HOSANNA COMMUNITY BAPTIST CHURCH FOR PARKING FACILITIES
AT OLINDA ELEMENTARY SCHOOL**

Hosanna Community Baptist Church (Church) owns a half-acre parcel of vacant land directly across the street from Olinda Elementary School (School), and is planning to construct a 4,690 square foot church facility (see location map). Due to the undersized nature of the site, the Church has insufficient room to construct the number of parking spaces required by local building code. In an attempt to remedy this situation, the Church has applied for a zoning variance from Miami-Dade County (County) to allow it to construct fewer parking spaces on the site. The County Department of Planning and Zoning has recommended denial of the Church's zoning variance, in large part due to the deficiency of on-site parking. The Church is now seeking to lease the existing School parking lot, consisting of 66 spaces, to address this issue.

Pursuant to established procedures, a Management Team (MT) meeting was held on January 14, 2002 for direction on negotiating strategies and parameters. The MT recommended that the Board enter into a lease agreement with the Church for the parking facilities at the School under the following terms and conditions:

- a one-year term with two additional one-year option periods at the option of the Board;
- \$1 per year rent, subject to the School having the right to use the 30 parking spaces located at the Church at no cost, on an as-needed and space-available basis, with 72 hours advance notice;
- use of the full School parking lot on Sundays only, between the hours of 9:30 a.m. and 1:30 p.m. Such use will be restricted exclusively to parishioners and guests of the Church;
- the lease shall commence on the date that the Church secures a Certificate of Occupancy (CO) for its new building. Should the Church fail to secure the CO by February 13, 2003, the lease agreement shall be null and void;
- the Church must lock all parking lot gates at the completion of its use and remove all unauthorized vehicles from the School parking lot prior to use of the lot by the School;

- the Church shall indemnify the District and shall maintain a policy of General Liability Insurance in the amount of \$1,000,000;
- in addition to cancellation provisions in the event of default and damage or destruction, either party may cancel the agreement at any time without penalty, with 60 days advance written notice; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required by this lease agreement, or to cancel this lease agreement.

The proposed Lease Agreement has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management. The Principal of Olinda Elementary School, Region Superintendent for Region III, and Deputy Superintendent of School Operations recommend approval of the agreement.

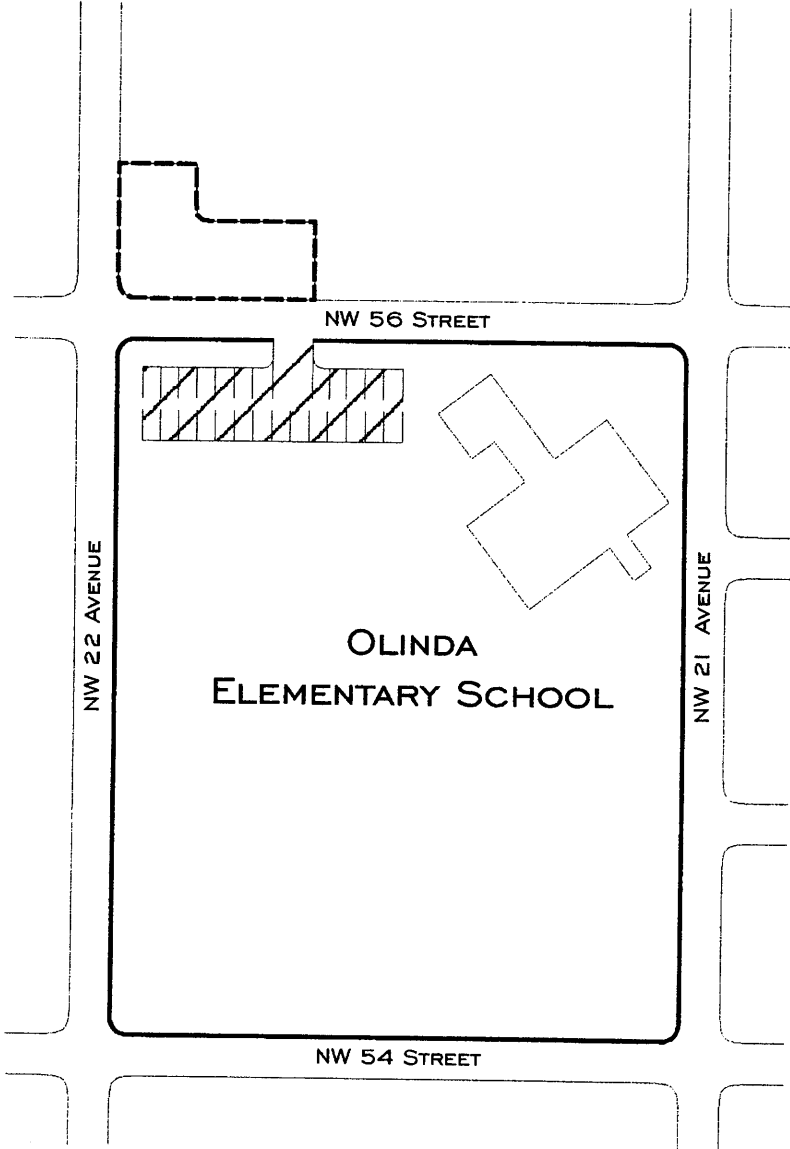
A copy of the Lease Agreement will be placed on file in the Citizen Information Center and the Recording Secretary's Office.

RECOMMENDED:



That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute a Lease Agreement with Hosanna Community Baptist Church for the use of parking facilities at Olinda Elementary School, at \$1 per year rent, and under the terms and conditions set forth above.

MAL:rr

LOCATION MAP



LEGEND

	HOSANNA COMMUNITY BAPTIST CHURCH PROPERTY
	PROPOSED DEMISED PREMISES

