

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2016-59

A RESOLUTION AUTHORIZING ENTERING INTO AN AMENDMENT TO THE PARKING MANAGEMENT AGREEMENT WITH DUNVEGAN2, LLC IN WHICH THE CITY WOULD CONTINUE AS THE EXCLUSIVE MANAGER FOR THE PARKING LOT LOCATED AT 153 ARAGON AVE, CORAL GABLES, FLORIDA.

WHEREAS, per Resolution 2012-152, Dunvegan2, LLC (the "Owner), a Florida limited liability company and the City entered into a Parking Management Agreement (the "Agreement") in which the City would exclusively manage the parking lot (the "Lot") located at 153 Aragon Avenue, Coral Gables, Florida; and

WHEREAS, the City receives 35% of the parking revenue as the management fee and disburses 65% to the Owner and the Owner remains responsible for all taxes and assessments related to the Lot; and

WHEREAS, the Parties would like to remain the exclusive management of the Lot and recommend increasing Owner's share of parking revenue from 65% to 75%; early renew the Agreement that would end on September 16, 2016 and add a five (5) years renewal option that would all take effect the sooner of sixty (60) days or when the parking charges increase to \$3.00 per hour; and

WHEREAS, the City Commission finds that entering into the Agreement would be beneficial to the City;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon the adoption hereof.

SECTION 2. That the Agreement is hereby authorized in substantially the form attached hereto as Exhibit "A."

SECTION 3. That the City Commission does hereby authorize the City Manager to execute the Agreement with such modifications to the form attached hereto as Exhibit "A" as may be approved by the City Manager and City Attorney in order to implement the intent of this resolution.

SECTION 4. That this resolution shall become effective immediately upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS FIFTEENTH OF MARCH, A.D., 2016.

(Moved: Quesada / Seconded: Lago)

(Yeas: Quesada, Slesnick, Keon, Lago, Cason)

(Unanimous; 5-0 Vote)

(Agenda Item: C-2)

APPROVED:



JIM CASON

MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



CRAIG E. LEEN
CITY ATTORNEY

AMENDMENT
TO
PARKING MANAGEMENT AGREEMENT

This Amendment ("Amendment") to the Parking Management Agreement entered into as of this ____ day of _____, 2016, by and between the CITY OF CORAL GABLES, a Florida municipal corporation ("City") and DUNVEGAN2, LLC, Florida Corporation ("Owner") whose address for purposes hereof is 1260 Mendavia Ave, Coral Gables, FL 33146.

WITNESSETH:

WHEREAS, the City and Owner entered into a Parking Management Agreement executed as of September 25, 2012 (the "Agreement"), whereby the Owner appointed the City as the exclusive manager of the parking lot located at 153 Aragon Ave, Coral Gables, FL 33134 (the "Lot"); and

WHEREAS, the initial term allowed for a renewal of five years effective September 16, 2017 unless either party gave notice of the other party's intent to terminate the Agreement not less than three months prior to the end of the Term; and

WHEREAS, either party has the right to terminate the Agreement at any time upon at least a ninety (90) days' written notice; and

WHEREAS, the City retained 35% of Parking Revenue as the Management Fee and disbursed 65% to the Owner and the Owner remained responsible for all taxes and assessments related to the Lot; and

WHEREAS, the Owner would like to increase the Owner's share of Parking Revenue and the City would like to retain the exclusive management of the Lot; and

WHEREAS, the parties hereto wish to amend the Agreement hereinafter provided.

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are true and correct, and are hereby incorporated by reference.
2. Any capitalized term not otherwise defined herein, shall have the meaning ascribed thereto in the Lease.
3. The Owner has request and the City hereby agrees to increase the Owner's share of Parking Revenues from 65% to 75%.

4. The Parties agree that execution of this amendment triggers the renewal option anticipated in the original Agreement. The term of the Agreement now ends on September 16, 2022 unless otherwise terminated by either party pursuant to the original Agreement.

5. The Parties further agree that the term shall extend for an additional renewal period of five (5) years through September 16, 2027 unless either party shall give notice to the other party of its intention to terminate the Agreement not less than three months prior to the end of the Term.

6. The terms of this agreement shall take effect when the Parking Charges increase to \$3.00 per hour but not less than sixty (60) days after execution.

7. All other terms, covenants, and conditions of the Agreement not otherwise amended by these presents are hereby confirmed and ratified.

8. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Tenant has executed this Amendment as of the date and year first above written.

ATTEST:

CITY:

**CITY OF CORAL GABLES, a
Florida municipal corporation**

By: _____
Name: Walter J. Foeman
Title: City Clerk

By: _____
Name: Cathy Swanson-Rivenbank
Title: City Manager

**APPROVED AS TO FORM AND
LEGAL
SUFFICIENCY:**

By: _____
Name: Craig E. Leen
Title: City Attorney

**DEPARTMENT DIRECTOR
APPROVAL**

Kevin J. Kinney
Parking Director

WITNESS:

OWNER:

DUNVEGAN2, LLC

Name: _____

By: _____
Name: Louis Sabia
Title: Manager

Name: _____

By: _____
Name: Nancy Sabia
Title: Manager