

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF CORAL GABLES, FLORIDA, APPROVING A THIRD AMENDMENT TO THE PURCHASE AND SALE AGREEMENT RELATED TO A LAND EXCHANGE WITH C/LEJEUNE, LLC, INVOLVING THE CITY'S CURRENT PUBLIC SAFETY BUILDING LOCATED AT 2801 SALZEDO STREET AND THE VACANT PARCEL LOCATED AT 250 MINORCA AVENUE, THAT WILL BE IMPROVED WITH A NEW PUBLIC SAFETY BUILDING AND A PUBLIC MIXED USE PARKING GARAGE STRUCTURE, AND INVOLVING THE PARCELS LOCATED AT 290, 272, 250, AND 244 VALENCIA AVENUE AND AT 297 AND 247 ALMERIA AVENUE, ALLOWING FOR THE CONVEYANCE OF THE SALZEDO PARCEL TO THE OWNERS OF THE VALENCIA/ALMERIA PARCELS

WHEREAS, on March 28, 2017, pursuant to Ordinance No. 2017-08, the City Commission authorized the City Manager and City Attorney to negotiate and enter into a Purchase and Sale Agreement related to a land exchange involving the parcels at 2801 Salzedo Street and 250 Minorca Avenue for the purpose of constructing a new public safety building for the City of Coral Gables; and

WHEREAS, on April 6, 2017, the City and C/LeJeune, LLC ("Developer") (collectively referred to as the "Parties") executed the Purchase and Sale Agreement (the "Agreement"); and

WHEREAS, on October 9, 2017, the Parties executed a First Amendment to the Purchase and Sale Agreement for the purpose of extending the proposed Minorca Possession Date for a period of forty-five (45) days in order to address delays caused by the impacts of Hurricane Irma; and

WHEREAS, on November 22, 2017, the Parties executed a Second Amendment to the Purchase and Sale Agreement for the purpose of further extending the proposed Minorca Possession Date for a period of thirty (30) days; and

WHEREAS, recently, Developer approached the City about the possibility of further amending the Agreement to allow for an additional land exchange relating to certain real properties identified under folio #s 03-4117-005-2330, 2340, 2350, 2370, 2390, 2410, 2680, 2610, and 2600 (the "Valencia/Almeria Parcels"); and

WHEREAS, Developer desires to amend the Agreement to permit Developer, if Developer acquires the Valencia/Almeria Parcels, to convey the Salzedo Parcel to one or more of the current owners of the Valencia/Almeria Parcels ("Mercedes"); and

WHEREAS, the City and Developer have negotiated the terms for a Third Amendment to the Purchase and Sale Agreement, substantially in the form attached hereto as **Exhibit A**; and

WHEREAS, the following are the key terms provided for in the Third Amendment to the Purchase and Sale Agreement:

- Right of First Offer – The requirements of Section 20(A) of the Agreement, where any conveyance by Developer of the Salzedo Parcel would be subject to a right of first offer held by the City for a period of one year (the “ROFO Period”), shall not be applicable with respect to Developer’s conveyance of the Salzedo Parcel to Mercedes. In the event that the Salzedo Parcel is conveyed to Mercedes, then for the remainder of the ROFO Period, the provisions of Section 20(A) would apply only to any conveyance of the Valencia/Almeria Parcels by Developer to any unaffiliated entity and not to the Salzedo Parcel.
- Permitted and Restricted Uses – Should the Salzedo Parcel be conveyed to Mercedes, the use restrictions set forth in Section 20(B) of the Agreement shall be applicable to the Valencia/Almeria Parcels and not to the Salzedo Parcel.
- Impact Fee Credit – Should the Salzedo Parcel be conveyed to Mercedes, then the impact fee credit set forth in the Agreement shall not be applicable to the Salzedo Parcel; instead the Developer may use the credit in connection with the development of the Valencia/Almeria Parcels.
- Central Business District (CBD) – Acknowledgement that the Valencia/Almeria Parcels are located in the CBD in the same fashion as the Agreement acknowledged that the Salzedo Parcel is located within the CBD for the purpose of establishing eligibility for receipt of transfer of development rights.
- Development Rights – Should the Salzedo Parcel be conveyed to Mercedes, then the same assurances provided in the Agreement on the Salzedo Parcel are provided on the Valencia/Almeria Parcels and vests Mercedes with its intended use (luxury motor vehicle sales) as of the closing date of the Salzedo Parcel.
- Direct Conveyance – Should Developer acquire the Valencia/Almeria Parcels prior to the Salzedo Closing Date, then upon thirty (30) days prior written notice by Developer, the City shall convey the Salzedo Parcel to Mercedes directly on the Salzedo Closing Date, and Developer would pay the Purchase Price (subject to adjustments, as provided in the Agreement) to the City.
- Closing Date – The Proposed Salzedo Closing Date has been extended by two (2) months from December 23, 2020 to February 23, 2021.

WHEREAS, the City Commission has weighed and balanced the competing interests and finds that, the proposed purchase and sale transaction, with the amendments described herein, serve a public purpose and the best interests of the City; and

WHEREAS, pursuant to Section 2-1097 of the City Code, and as was required for the adoption of Ordinance No. 2017-08, this Ordinance requires a 4/5 majority vote on first and second reading for passage; and

WHEREAS, the City Commission finds it is in the best interests of the City to waive other requirements of the Procurement Code pursuant to Sections 2-501 and 2-1089, which also requires a 4/5 majority vote; and

WHEREAS, the City Commission finds that it is in the best interests of the City to proceed with the purchase and sale transaction, including the terms set forth in the Third Amendment to the Purchase and Sale Agreement.

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

SECTION 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That the City Commission does hereby authorize the City Manager and City Attorney to execute the Third Amendment to the Purchase and Sale Agreement, in substantially the form attached hereto as **Exhibit A**, with such modifications as approved by the City Manager and City Attorney.

SECTION 3. Any other requirements of the Procurement Code are waived pursuant to Sections 2-583 and 2-2011 of the City Code.

SECTION 4. The City Manager and City Attorney are authorized to make edits or corrections to the Agreement prior to execution in order to effectuate the Commission’s purpose.

SECTION 5. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

SECTION 7. This Ordinance shall become effective upon the date of its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, A.D. 2019.

APPROVED:

RAUL VALDES-FAULI

MAYOR

ATTEST:

BILLY Y. URQUIA
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

MIRIAM SOLER RAMOS
CITY ATTORNEY