

TOWN OF BAY HARBOR ISLANDS

BLOCK 11 COMMITTEE MEETING

FINAL AGENDA

February 25, 2020

CALL TO ORDER: 9:30 a.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

1. **Discussion and Review** of the status of the Block 11 Parking Lot Leases. Enclosed are the current lease agreement between the Town and property owners.
2. **Discussion and Recommendation** with regards to the renewal of the Block 11 Parking Lot Leases.

ADJOURNMENT

AGENDA ITEM REPORT

February 25, 2020

ITEM NUMBER: 1.

ITEM: Discussion and Review of the status of the Block 11 Parking Lot Leases. Enclosed are the current lease agreement between the Town and property owners.

DESCRIPTION:

Bay Harbor Executive Offices, Inc and Hippo Land Inc., are the property owners of Block 11 (Alley behind Town Hall) leased parking spaces. The current lease agreements will expire on March 31st, 2020. They respectfully request the Town consider a rent increase for the lease of the parking spaces.

Bay Harbor Executives Office, Inc

Current rate

\$610 X 11 parking spaces = \$6,710 annual rate

Proposed annual rate of \$13,000

Which is equivalent to \$1,181.82 per parking space, per year

(\$1,181.82 X 11 parking spaces = \$13,000.02)

Hippo Land, Inc.

Current Rate

\$610 X 15 parking spaces = \$9,150 annual rate

Proposed annual rate of \$14,340

(\$956 X 15 parking spaces = \$14,340)

Enclosed is a copy of the lease agreement and other supporting documents.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Juan C. Jimenez, Town Manager

ATTACHMENTS

1. Hippo Land - Lease Agreement 2020

2. Bay Harbor Executive Office Lease - 3-2020
3. Hippo Land Inc - Proposal
4. Bay Harbor Executives, Inc - Proposal

LEASE

THIS LEASE, executed this 12th day of August, 2019, between
HIPPO LAND, INC., a Florida corporation, the owner of the following described real property,
the Lessor, and the **TOWN OF BAY HARBOR ISLANDS**, Florida, the Lessee.

WITNESSETH

The Lessor for and in consideration of the rent herein reserved to be paid by the
Lessee, and in consideration of the covenants herein to be kept and performed by the Lessee, do
hereby lease and demise unto said Lessee the following described premises, situate, lying and
being in the Town of Bay Harbor Islands, County of Dade, State of Florida:

That portion of Lots 8, 9, and 10 in Block 11, **BAY
HARBOR ISLANDS** according to the Plat thereof,
recorded in Plat Book 46, Page 5, of the Public
Records of Miami-Dade County, Florida, more
particularly bounded and described as follows:

Beginning at a point in the northerly line of said Lot
8 at its intersection with the easterly line of Bay
Harbor Terrace; thence running easterly along the
northerly line of said Lots 8, 9 and 10, a distance of
150 feet more or less to the westerly line of Lot 11;
thence turning at a right angle and running southerly
along the westerly line of Block 11 a distance of 50
feet; thence turning at a right angle and running
westerly along a line parallel to the northerly line of
said Lots 8, 9 and 10 a distance of 150 feet more or
less to the easterly line of Bay Harbor Terrace;
thence turning at a right angle and running northerly
along the said easterly line of Bay Harbor Terrace a
distance of 50 feet more or less to the point of
beginning.

TO HAVE AND TO HOLD the said premises unto said Lessee from the
1st day of April, 2019, to and including the 31st day of March, 2020, the Lessee
yielding and paying to the Lessor the following rental:

The entire rental for this period to be the rate of \$610 per parking space per year payable as
follows: \$610 X 15 PARKING SPACES = NINE THOUSAND ONE HUNDRED AND FIFTY
DOLLARS (\$9,150.00) on the 1st day of APRIL, of each year stipulated in this agreement, with
the said rental to be payment in advance for the year next ensuing after the date of payment.

The Lessee agrees to keep, conform to and abide by each and every of the following which are hereby made conditions of this Lease:

1. The premises shall be used only for the purpose of offstreet parking, sidewalks, ingress and egress roads, and incidental beautification of the offstreet parking.

2. The land hereby leased is declared to be exempt from state, county and city taxes of any nature and description whatsoever for the term of this Lease.

3. The Lessor hereby covenants with the Lessee that, upon the performance by the Lessee of all the conditions hereinabove set forth on the part of the Lessee to be performed, Lessee may quietly have, hold, occupy and use the above-described premises without interruption.

4. The Lessee hereby agrees to indemnify and save the Lessor harmless of any and all liability, loss, damage, claims, costs, expenses, taxes and judgments of any nature and description whatsoever arising out of, in connection with, or in anyway related to the land lease herein.

5. In the event that any repairs, maintenance, changes or modifications are necessary to the buildings located adjacent to the leased premises, whether ordinary or required pursuant to applicable building or zoning codes, which would deny or restrict access to the leased premises, the Lessee agrees that the Lessor shall not be liable for any loss in parking meter revenue or other damages incurred by the Lessee in connection therewith. Notwithstanding the foregoing, the Lessee shall be permitted to charge parking fees to contractors and workers engaged in said repairs, maintenance, changes or modifications.

6. Lessee is responsible for maintenance of the leased premises.

7. Hippo Land is to be named as additional insured on town liability policy, solely with regard to the leased property.

IN WITNESS WHEREOF, the respective parties hereto have caused these presents to be signed, sealed, and delivered on the day and year first above written.

Witnesses:

[Signature]
[Signature]

HIPPO LAND, INC., a Florida corporation

By: [Signature] L.P.

Attest: _____

(Corporate Seal)
(Lessor)

Witnesses:

[Signature]
[Signature]

TOWN OF BAY HARBOR ISLANDS

By: [Signature]

MAYOR

Attest: [Signature]

TOWN CLERK

(Corporate Seal)
(Lessee)

This document prepared by:
CRAIG B. SHERMAN, ESQ.
City Attorney
Sherman Law Offices Chartered
1000 Corporate Drive, Suite 310
Fort Lauderdale, FL 33334

LEASE

THIS LEASE, executed this 14th day of October, 2019, between **BAY HARBOR EXECUTIVE OFFICES, INC.**, a Florida corporation, the owner of the following described real property, the Lessor, and the **TOWN OF BAY HARBOR ISLANDS**, Florida, the Lessee.

WITNESSETH

The Lessor for and in consideration of the rent herein reserved to be paid by the Lessee, and in consideration of the covenants herein to be kept and performed by the Lessee, do hereby lease and demise unto said Lessee the following described premises, situate, lying and being in the Town of Bay Harbor Islands, County of Dade, State of Florida:

That portion of Lots 12 and 13, in Block 11, **BAY HARBOR ISLANDS** according to the Plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida, more particularly bounded and described as follows: Beginning at a point in the northerly line of said Lot 13 at its intersection with the westerly line of Lot 14; thence running westerly along the northerly line of said Lots 12 and 13, a distance of 100 feet more or less to the easterly line of Lot 11; thence turning at a right angle and running southerly along the westerly line of lot 12 a distance of 50 feet; thence turning at a right angle and running easterly along a line parallel to the northerly line of said Lots 12 and 13 a distance of 100 feet more or less to the westerly line of Lot 14; thence turning at a right angle and running northerly along the said easterly line of Lot 14 a distance of 50 feet more or less to the point of beginning.

TO HAVE AND TO HOLD the said premises unto said Lessee from the 1st day of April, 2019, to and including the 31st day of March, 2020, the Lessee yielding and paying to the Lessor the following rental:

The entire rental for this period to be the rate of \$610 per parking space per year payable as follows: \$610 X 11 PARKING SPACES = SIX THOUSAND SEVEN HUNDRED

Page 1 of 3

AND TEN DOLLARS (\$6,710.00) on the 1st day of APRIL, of each year stipulated in this agreement, with the said rental to be payment in advance for the year next ensuing after the date of payment.

The Lessee agrees to keep, conform to and abide by each and every of the following which are hereby made conditions of this Lease:

1. The premises shall be used only for the purpose of off-street parking, sidewalks, ingress and egress roads, and incidental beautification of the off-street parking.
2. The land hereby leased is declared to be exempt from state, county and city taxes of any nature and description whatsoever for the term of this Lease.
3. The Lessor hereby covenants with the Lessee that, upon the performance by the Lessee of all the conditions herein above set forth on the part of the Lessee to be performed, Lessee may quietly have, hold, occupy and use the above-described premises without interruption.
4. The Lessee hereby agrees to indemnify and save the Lessor harmless of any and all liability, loss, damage, claims, costs, expenses, taxes and judgments of any nature and description whatsoever arising out of, in connection with, or in anyway related to the land lease herein.
5. In the event that any repairs, maintenance, changes or modifications are necessary to the buildings located adjacent to the leased premises, whether ordinary or required pursuant to applicable building or zoning codes, which would deny or restrict access to the leased premises, the Lessee agrees that the Lessor shall not be liable for any loss in parking meter revenue or other damages incurred by the Lessee in connection therewith.

Notwithstanding the foregoing, the Lessee shall be permitted to charge parking fees to contractors and workers engaged in said repairs, maintenance, changes or modifications.

6. Lessee is responsible for maintenance of the leased premises.

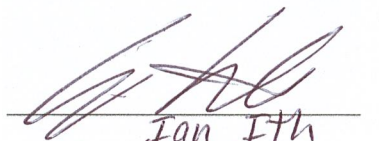
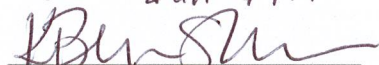
7. The Lessor is to be named as additional insured on town liability policy, solely with regard to the leased property.

8. Both parties have the right to cancel this agreement upon 60 days written notice to the other party.

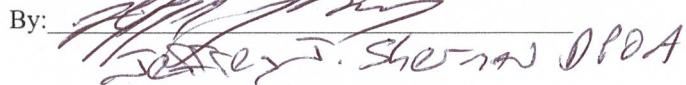
Page 2 of 3

IN WITNESS WHEREOF, the respective parties hereto have caused these presents to be signed, sealed, and delivered on the day and year first above written.

Witnesses:


Ian ITH

Kristen B Sherman

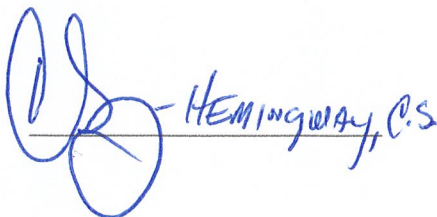
BAY HARBOR EXECUTIVE OFFICES, INC.,
a Florida corporation

By: 
Ian ITH

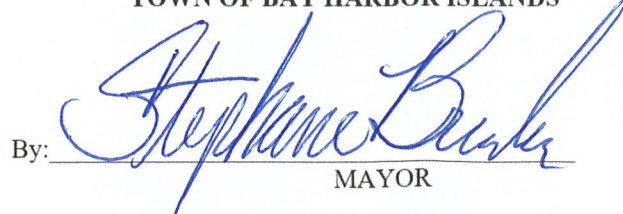
Attest: _____

(Corporate Seal)
(Lessor)

Witnesses:


Hemingway, C.S.

TOWN OF BAY HARBOR ISLANDS

By: 
MAYOR



Attest: 
TOWN CLERK
(Corporate Seal)
(Lessee)

DURABLE FAMILY POWER OF ATTORNEY

BY THIS DURABLE FAMILY POWER OF ATTORNEY, I, OFELIA SHERMAN,
of Miami-Dade County, Florida, appoint as my attorney in fact to
manage my affairs my son, JEFFREY J. SHERMAN.

This durable family power of attorney shall not be affected by any physical or mental disability that I may suffer except as provided by statute, and shall be exercisable from this date. All acts done by my attorney pursuant to this power shall bind me, my heirs, devisees, trust beneficiaries, and personal representatives. This power of attorney is nondelegable.

All of my property and interests in property, real and personal, of whatever nature or wheresoever situate are subject to this durable family power of attorney.

Specifically, without limiting the broad powers conferred by the preceding provisions, I authorize my attorney in fact to:

1. Collect all sums of money and other property that may be payable or belonging to me, and to execute receipts, releases, cancellations or discharges.

2. Settle any account in which I have any interest and to pay or receive the balance of that account as the case may require.

3. Enter any safe deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions, substitutions and replacements.

4. Borrow money on such terms and with such security as my attorney may think fit and to execute all notes, mortgages and other instruments that my attorney finds necessary or desirable.

5. Draw, accept, endorse or otherwise deal with any checks or other commercial or mercantile instruments, specifically including the right to make withdrawals from any savings account or building and loan deposits, regardless of any interest penalties that might result from such withdrawals.

6. Redeem bonds issued by the United States Government or any of its agents, any other bonds and any certificates of deposit or other similar assets belonging to me.

7. Sell bonds, shares of stock, warrants, debentures, or other assets belonging to me, and execute all assignments and other instruments necessary or proper for transferring them to the purchaser or purchasers, and give good receipts and discharges for all money payable in respect to them.

8. Invest the proceeds of any redemptions or sales and any other or my money, in bonds, shares of stock and other securities as my attorney shall think fit.

9. Vote at all meetings of stockholders of any company and otherwise act as my attorney or proxy in respect of my shares of stock or other securities or investments that now or hereafter belong to me, and appoint substitutes or proxies with respect to any of those shares of stock.

10. Execute on my behalf any tax return and act for me in any examination, audit, hearing, conference or litigation relating to taxes, including authority to file and prosecute refund claims, and enter into any settlements.

11. Sell, rent, lease for any term, or exchange any real estate or interests in it for such considerations and upon such terms and conditions as my attorney may see fit, and execute, acknowledge and deliver all instruments conveying or encumbering title to property owned by me alone as well as any owned by me and another person jointly.

12. Prosecute, defend and settle all actions or other legal proceedings touching my estate or any part of it or touching any matter in which I may be concerned in any way.

13. Purchase bonds issued by the United States that can be applied at face or maturity value on account of estate tax liabilities, commonly known as "flower bonds".

14. Authorize the discontinuance of any heroic or unusual measures for the unnatural or undue prolongation of my life.

Statement of desires concerning life prolonging care and treatment, services and procedures:

My dying shall not be artificially prolonged under the circumstances set forth below and I do hereby declare as follows:

A. If at any time I should have a terminal condition and my attending physician(s) has (have) determined that there can be no recovery from such condition and my death is imminent, and where the application of life prolonging procedures would serve only to

artificially prolong the dying process, I direct that such procedures be withheld or withdrawn and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort, care or to alleviate pain. I desire that nutrition and hydration (food and water) be withheld or withdrawn when the application of such procedures will serve only to prolong, artificially, the process of dying.

B. In the absence of my ability to give directions regarding the use of such life prolonging procedures, it is my intention that this Declaration shall be honored by my family and physician(s) as a final expression of my legal right to refuse medical or surgical treatment and accept the consequences for such refusal.

15. To make a qualified disclaimer on my behalf under Section 2518 of the Internal Revenue Code (or any successor provisions with substantially the same effect) and under applicable state law, of any interest in property that could be disclaimed by me, regardless of whether my attorney in fact may benefit personally as a result of such disclaimer.

16. To have full and unimpeded access to all of my digital assets and information, passwords, login ID's and account information from any holders thereof, including emails.

STATEMENT OF RELEASE REQUIRED BY HEALTH INSURANCE PORTABILITY ACT (HIPAA)

The person named above shall have the status, power, uthority, rights and title as my Agent/Personal Representative(s) for all purposes as provided in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. 104-191, 45 CFR §160-164, and under any and all state laws intended to provide privacy protection to me related to my medical, psychological, psychiatric, health, drug or other such records and/or information (all such state laws shall be hereinafter referred to as State-HIPAA laws).

I authorize my Agent/Personal Representative to execute any and all releases and other documents necessary in order to obtain disclosure to my Agent/Personal Representative of my patient records and other Protected Health Information that may be subject to and protected under HIPAA and/or any State-HIPAA laws.

I authorize my Agent/Personal Representative to appoint a Patient Advocate for me, who may be any person so designated by my Agent/Personal Representative. My Patient Advocate shall have the same right to ask questions and receive information regarding my medical condition(s), treatment, and any proposed treatment as I

and my Agent/Personal Representative would have, and the right to be in attendance to me at all times.

The powers conferred upon my attorney in fact extend to all of my right, title and interest in property in which I may have an interest jointly with any other person, whether in an estate by the entirety, joint tenancy or tenancy in common.

This instrument is executed by me in the State of Florida, but it is my intention that this power of attorney shall be exercisable in any other state or jurisdiction where I may have any property or interests in property.

I hereby confirm all acts of my attorney in fact pursuant to this power.

Any act that is done under this power of attorney shall be valid and binding on me unless the party claiming benefit from such act had actual notice prior to such act that this power of attorney had been revoked.

BY THE EXECUTION HEREOF, I INDICATE THAT I UNDERSTAND THE PURPOSE AND EFFECT OF THIS DOCUMENT, AND FURTHER THAT I AM OF SOUND AND DISPOSING MIND AND MEMORY AND SUFFER NO IMPAIRMENT OR INCAPACITY EITHER PHYSICAL OR MENTAL, NOR AM I ACTING UNDER CONSTRAINT OR UNDUE INFLUENCE, AT THE DATE OF THE EXECUTION HEREOF.

IN WITNESS WHEREOF, I have set my hand and seal this 21st day of May, 2019.

Signed, sealed and delivered
in presence of:

[Signature]

Printed Name: Derranis Mendez

[Signature]

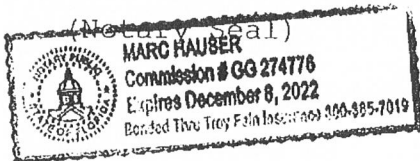
Printed Name: Moises Hernandez

[Signature]

OFELIA SHERMAN

STATE OF FLORIDA) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 21st day of MAY, 2019 by OFELIA SHERMAN who (☒) is personally known or (☐) has produced _____ as identification.



[Signature]
Notary Public State of Florida

Marlene Siegel

From: Maythe Martin
Sent: Wednesday, January 29, 2020 11:15 AM
To: Marlene Siegel; Alba Chang
Cc: J C Jimenez
Subject: FW: Parking lot contract

Hi, Marlene and Alba—

JC would like to set up a Block 11 council meeting with respect to Wittels proposal below.

Thank you!

Maythe

From: kathwhite <kathwhite@bellsouth.net>
Sent: Wednesday, January 29, 2020 11:02 AM
To: J C Jimenez <jcjimenez@bayharborislands-fl.gov>
Subject: Parking lot contract

Good Morning JC,

I hope this note finds you and your family well.

I reviewed the lease and I am requesting an increase in rent as you promised last year. I have been very cooperative with the town for many years and everything goes up except this lease, so I think it's fair to increase the rent to \$ 9.56 per space.

Please call me so we can move forward.

Respectfully,

Michael Wittels, M.D.

Wittels Orthopaedic &
Sports Medicine Center
1085 Kane Concourse
Bay Harbor Islands, Fl.33154
305-866-4664

Total Control Panel

[Login](#)

To: jcimenez@bayharborislands-fl.gov
From: kathwhite@bellsouth.net

Message Score: 10
My Spam Blocking Level: High

High (60): [Pass](#)
Medium (75): [Pass](#)
Low (90): [Pass](#)

Alba Chang

From: Maythe Martin
Sent: Monday, February 10, 2020 3:23 PM
To: Marlene Siegel
Cc: Alba Chang
Subject: FW: Bay Harbor Executive Parking Lot

FYI

From: Jeffrey J. Sherman <jeffreys@uw.edu>
Sent: Monday, February 10, 2020 11:25 AM
To: J C Jimenez <jcjimenez@bayharborislands-fl.gov>; Kristy Brewer Sherman <kbrewersherman@yahoo.com>
Subject: RE: Bay Harbor Executive Parking Lot

Hello JC,

This letter is regarding the parking lot behind 1045 Kane Concourse. As you know, Bay Harbor Executive has been charging the Town of Bay Harbor the same amount of rent for that parking lot for at least 10 years. At this time, we are requesting that the Town increase the rent payment to Bay Harbor Executive Offices to \$13,000/year. We came to this number based on comparisons in other areas and negotiations with private parking companies. Our research suggests that the current rent is significantly under market value. We hope to continue to work with you and the Town in the future. Thank you and please feel free to call or e-mail with questions.

Jeff Sherman
206-883-4552

From: J C Jimenez [<mailto:jcjimenez@bayharborislands-fl.gov>]
Sent: Tuesday, November 05, 2019 9:01 AM
To: Kristy Brewer Sherman; Marlene Siegel; Maythe Martin
Cc: Jeffrey J. Sherman
Subject: RE: Bay Harbor Executive Parking Real Estate Taxes

Thank you. We will pay this asap.

J.C. Jimenez, ICMA-CM
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Office: 305-866-6241
Email: jcjimenez@bayharborislands-fl.gov



AGENDA ITEM REPORT

February 25, 2020

ITEM NUMBER: 2.

ITEM: Discussion and Recommendation with regards to the renewal of the Block 11 Parking Lot Leases.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

None