Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(R)(1)(A)

Date: May 8, 2007

To: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Lease agreement with the City of Miami Springs for a 5.7 acre parcel of land adjacent to the Miami Springs High School located at 751 Dove Avenue to use as an athletic field and as a dog park

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve and adopt the attached resolution authorizing the execution of a lease agreement between Miami-Dade County and the City of Miami Springs for the City of Miami Springs to use a 5.7 acre parcel of land adjacent to the Miami Springs High School located at 751 Dove Avenue as an athletic field and as a dog park. The lease agreement is for a ten (10) year period from the date of execution of the lease agreement.

SCOPE OF AGENDA ITEM

The agenda item is for a 5.7 acre parcel of land in the City of Miami Springs, Commission District 6.

FISCAL IMPACT/FUNDING SOURCE

There is a fiscal impact to Miami-Dade County. The total dollar lease agreement amount payable to Miami-Dade County is $6368.00.

TRACK RECORD/MONITOR

MDWASD's Intergovernmental Affairs Manager will monitor the lease agreement.

BACKGROUND

Miami-Dade County owns a 5.7 acre parcel of real property located adjacent to the Miami Springs High School located at 751 Dove Avenue in the City of Miami Springs. On April 4, 1995 the City of Miami Springs and the County entered into a lease agreement for the aforesaid property for the City's use as an athletic field. The City of Miami Springs has requested to continue to lease the property from the County to use as an athletic field and as a dog park. At this time, the County has no need for this property and has agreed to continue to lease the property to the City of Miami Springs. The term of the lease is for a ten (10) year period from the date of execution of this agreement with a total dollar lease amount of $6368.00. The new lease agreement has been approved by the City of Miami Springs.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: May 8, 2007

FROM: Murray A. Greenberg County Attorney

SUBJECT: Agenda Item No. 8(R)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(R)(1)(A)
5-8-07

RESOLUTION NO. _____

RESOLUTION APPROVING EXECUTION OF LEASE AGREEMENT WITH THE CITY OF MIAMI SPRINGS FOR 751 DOVE AVENUE BY THE COUNTY TO THE CITY FOR USE OF AN ATHLETIC FIELD AND DOG PARK

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the execution of the lease agreement with the City of Miami Springs for 751 Dove Avenue by the County to the City for use of an athletic field and dog park, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of May, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency: DM

David M. Murray

LEASE AGREEMENT BETWEEN THE CITY OF MIAMI SPRINGS
AND
MIAMI- DADE COUNTY

751 DOVE AVENUE

THIS Lease Agreement, made and entered into this _____ day of_____ _____2006, between the City of Miami Springs, hereinafter referred to as the "LESSEE", a municipal corporation organized and existing under the laws of the State of Florida, and Miami-Dade County, hereinafter referred to as the "LESSOR", a political subdivision of the State of Florida.

W I T N E S S E T H:

WHEREAS, Miami-Dade County owns a 5.7 acre parcel of real property located in the City of Miami Springs adjacent to the Miami Springs High School located at 751 Dove Avenue which is identified by the sketch and legal description attached hereto as Exhibit "A"; and,

WHEREAS, the City and the County entered into a lease agreement on April 4, 1995, for property located 751 Dove Avenue, and

WHEREAS, City has requested to continue to be permitted to lease the aforesaid property for the purpose of utilizing the existing athletic field and a dog park on the property; and,

WHEREAS, the County has no need at the present time for the property, and

WHEREAS, Miami-Dade County has agreed to continue to lease the aforesaid Property for the purpose of utilizing the existing athletic field and a dog park on the property; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby consent and agree that the above recitations are true and further covenant and agree to the following terms and conditions:

1. Lease Property - The Lessor hereby leases to the Lessee, and the Lessee hereby agrees to lease from the Lessor, the 5.7 acres of real property located adjacent to the Miami Springs High School located at 751 Dove Avenue which is identified by the sketch and legal description attached hereto as Exhibit "A".

2. Term - The term of this Lease Agreement shall be for a ten (10) year period. The lease term shall begin on the day and year first written above.

3. Lease Payment - In consideration of the covenants contained herein, the Lessee's annual lease amount shall equal the stormwater utility charge imposed by the City for the leased property, as shown on Exhibit "A", for the term of this Lease Agreement, currently $636.80 annually. The City's invoice to the Lessor for the said stormwater utility charge shall not include the assessment for the 5.7 acres.

4. Use of Leased Property - The leased property consists of an existing baseball field with two (2) above-ground dugouts and a backstop; the City additionally wishes to construct a dog park, which construction, if it occurs, will be at no cost to the County. The Lessee hereby accepts the property in its present condition and intends to utilize the area as an athletic field for its recreation department programs and for use as a dog park. In addition, the Lessee may permit the use of the property for recreational purposes by community groups or athletic leagues under such rules and regulations as may be promulgated by the Lessee. The Lessee agrees that it will not permit any unlawful or offensive use of the property, and will prohibit the use of alcoholic beverages on the property. The County makes no representations as to the fitness of the property for these uses. The City has had opportunity to inspect the site prior to entering into this Agreement.

5. Improvements by Lessee - The Lessee may make improvements and install such facilities on the leased property as may be required for the operation of its programs described herein, including the proposed 560 square foot building for new restrooms and concession facilities. Such improvements are to be at the sole cost and expense of the Lessee and the plans for any improvements must be submitted to the Lessor for approval prior to the construction or installation of such improvements.

The Lessee acknowledges that the Lessor maintains certain underground utility lines that are located around the perimeter of the leased property. The Lessee agrees not to install or construct any permanent improvements over any of Lessor's underground utility lines, and that Lessee will not otherwise interfere with Lessor's access thereto or operations thereof.

Upon the expiration or cancellation of this lease, title to all permanent improvements to the land shall be vested in the Lessor without any compensation due the Lessee. Any facilities or personal property which may be removed with damaging the property, such as bleachers, lighting, or backstops shall remain the Lessee's property, and may be removed by the Lessee provided the leased property is restored to its original condition at the beginning of the Lease term, except ordinary wear and tear and Acts of God.

6. Maintenance - The Lessee shall keep and maintain the leased property, including all septic tanks, and all other equipment and personal property placed thereon, in good repair and in a safe and clean condition at all times.The Lessor agrees to replace any grass that may be damaged by Lessor in gaining access to its underground utility lines.

7. Utilities - All utilities required for the operation of the leased property shall be placed in the name of the Lessee, and the cost of all such utilities shall be the sole responsibility of the Lessee.

8. Trash Removal - The Lessee shall provide for the removal of all litter and trash from the leased property at its expense on a regular basis.

9. Insurance Provisions - The Lessee shall provide Public Liability Insurance naming the Lessor as an additional insured with minimum limits of $100,000 per person, $200,000 per occurrence. In addition, the leased property and the Lessor

shall be covered by the Lessee's Two Million ($2,000,000.00) Dollar excess coverage policy with the Florida Municipal Insurance Trust.

The aforesaid Public Liablity Insurance shall cover liability from all activities and operations of the Lessee in regard to the leased property in accordance with the contractual liability assumed by the Lessee in this Lease Agreement.

The Lessee agrees to provide the Lessor with thirty (30) days written notice prior to the termination, cancellation or non-renewal of the coverage provided herein.

The Lessee shall also maintain Worker's Compensation Insurance on all its employees working on the leased property during the entire term of this lease.

10. Indemnification and Hold Harmless - In addition to the foregoing insurance requirements, the Lessee does hereby agree to indemnify, save harmless, and defend the Lessor from and against any and all claims, liability, losses, causes of action, cost or expense of whatever kind or nature (including,but not by way of limitation, attorney's fee's) which may arise out of the Lessee's control, operation, and utilization of the leased property, or the activities of the Lessee, Lessee's agents, employees, customers, invitees, suncontractors and contractors on or about the leased property.

11. Cancellation - Either party shall have the right to cancel this Lease Agreement at any time by giving the other notice in writing at least three (3) months prior to the effective date of cancellation.

12. Notices - It is understood and agreed between the parties hereto that written notice addressed to Lessee and mailed or delivered to the City Manager, the City of Miami Springs, 201 Westward Drive, Miami Springs, Florida 33166, shall constitute sufficient notice to the Lessee, and written notice addressed to Lessor and mailed or delivered to the MIAMI-DADE COUNTY, ATTENTION: Director; 3071 S.W. 38th Avenue, Miami, Florida, 33146,shall constitute notice to the Lessee to comply with the terms of this Lease. Notices provided herein in this paragraph shall include all notices required in this Lease or required by law.

13. Assignment and Subletting - The Lessee shall not be permitted to assign or sublet this Lease Agreement. However, the Lessee's grant of authority for the utilization of the leased premises during the term thereof by any third party in accordance with the terms and conditions of this lease shall not be considered an assignment or subletting by Lessee.

14. Non-Discrimination - The Lessor adheres to a policy of non-discrimination and herein requires that there shall be no discrimination based on race, color, religion or national origin in connection with the leased property operated and maintained under this lease by the Lessee. The Lessee agrees to conform to this policy in its use of the leased property.

15. Abandonment or Default - In the event the Lessee shall abandon or vacate the leased property before the end of the term of this Lease or any other extension thereof, or if the property shall be used by the Lessee for any purpose other than as permitted herein, or if the Lessee shall fail to comply with any covenants or provisions of this Lease, the Lessor may, at its option, terminate this Agreement upon

thirty (30) days advance written notice, unless the default is cured by the Lessee within thirty (30) days after receiving written notice thereof from the Lessor.

16. Peaceful Possession - So long as Lessee fulfills and abides by the terms, conditions, and covenants of this Lease, Lessor agrees the Lessee shall and may peaceably have, hold and enjoy the leased property above described, without hindrance or molestation by the Lessor.

17. Surrender of Premises - Lessee agrees to surrender to Lessor at the end of the term of this Lease, any extension thereof, or upon cancellation, said leased property in as good condition as said property was at the beginning of the term of this Lease, ordinary wear and tear and Acts of God excepted.

18. Written Agreement - This Lease contains the entire agreement between the parties hereto and may only be modified by a subsequent agreement regarding the subject matter hereof.

(The rest of this page is intentionally left blank)

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

LESSOR:

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD
OF COUNTY COMMISSIONERS

ATTEST:

By:_____

BY:_____
County Manager

LESSEE:

CITY OF MIAMI SPRINGS

ATTEST:

BY: Magali Valls
CITY CLERK

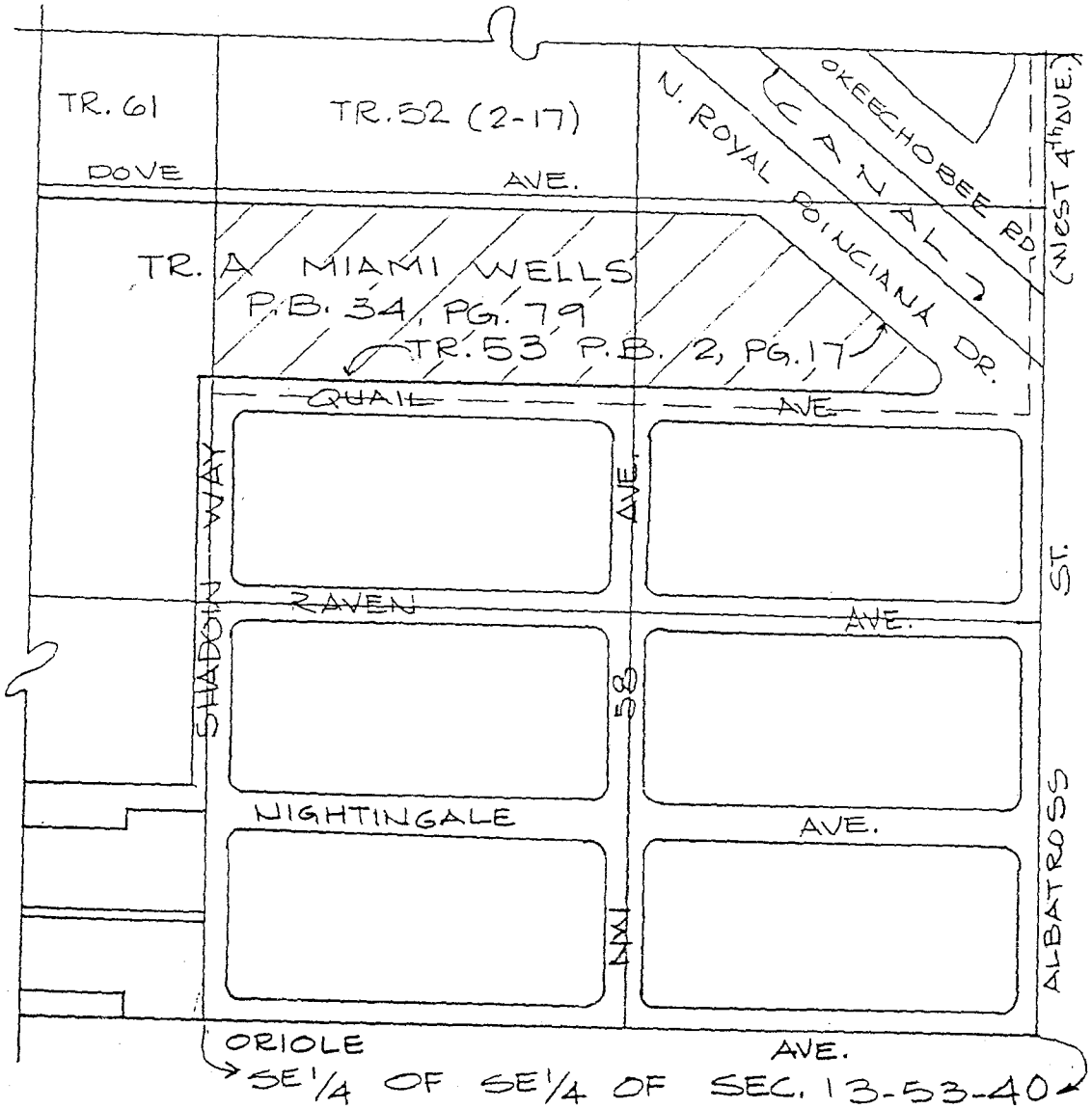
BY: James R. Borgmann
City Manager

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

Approved as to form and legal sufficiency:

_____
City Attorney for the City of Miami Springs



LEGAL DESCRIPTION

The East portion of Tract A of MIAMI WELLS according to the plat thereof as recorded in Plat Book 34 at Page 79 of the Public Records of Dade County, Florida, also known as Tract 53 of FLORIDA FRUIT LANDS according to the plat thereof as recorded in Plat Book 2 at Page 17 lying in Section 13, Township 53 South, Range 40 East, Dade County, Florida, less the areas dedicated for public right of way on the north, east and south boundaries.

EXHIBIT A

TRACT 53 OF FLORIDA FRUIT LAND CO. SUB.
P.B. 2. PG 17

MIAMI – DADE WATER AND SEWER DEPARTMENT	
DATE 12-21-94	SCALE 1"= 300'
E.R.	Dwg. No.

DRAWN M.
CHECKED R.W.

P.I.N. 05 3013 002 0010