

Memorandum



Date: October 4, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Trail Glades Range Lease Amendment

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

Recommendation

It is recommended that the Board approve the execution of the attached Lease Amendment (Exhibit A) with the Florida Department of Agriculture and Consumer Services, Division of Forestry (DOF) to reduce County-owned land leased to DOF at Trail Glades Range, located at 17601 SW 8 Street. The land is needed for redevelopment of the Range.

Scope

Trail Glades Range, located at 17601 SW 8 Street, is in Commission District 12. The Lease Amendment with the DOF reduces their leased area, allowing the Miami-Dade County Park and Recreation Department (MDPR) to construct twenty recreational vehicle parking spaces.

Fiscal Impact/Funding Source

The funding source for the project is Building Better Communities (BBC) General Obligation Bond (GOB) funds allocated to BBC-GOB Project No. 44, Trail Glades Range, index code CPD044PR1780 and successors. There will be a one-time funded expense for a fence and landscaping requested by DOF to separate the properties estimated at \$25,500. No additional maintenance costs are anticipated as the site is within the current maintenance area of Trail Glades Range. The additional twenty recreational vehicle parking spaces will directly increase revenue by an estimated annual amount of \$4,000, and indirectly increase revenue through increased usage of the range, trap and skeet rounds sold and merchandise sold at the range store.

Track Record/Monitor

The Planning and Research Division of MDPR will handle the execution and recording of the final lease amendment documents.

Background

In 1966, the County leased a portion of Trail Glades Range to DOF for control of wildfires in the area (Exhibit B). The Park and Recreation Department plans to make improvements at Trail Glades Range. Plans for adding recreational vehicle parking spaces to the parking lots include a portion of the current leased area. The twenty additional recreational vehicle parking spaces will increase revenue from visitors traveling from outside the county to participate in events. DOF accepted the reduction of the leased area, provided that the Park and Recreation Department install a fence and a hedge to limit views of the leased area (Exhibit C).

Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
Page No. 2

Attachments



Lisa Martinez, Senior Advisor



MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: October 4, 2011

FROM: R. A. Cuevas, Jr.
County Attorney

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

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(A)
10-4-11

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT TO LEASE AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF FORESTRY AT TRAIL GLADES RANGE RESULTING IN EXPENDITURE OF \$25,500 OF THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDINGS FROM PROJECT NO. 44 AND AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, the Florida Department of Agriculture and Consumer Services Division of Forestry and Miami-Dade County entered into a Lease Agreement in 1966 for the use of certain lands within Trail Glades Range, located at 17601 SW 8 Street; and

WHEREAS, the Florida Department of Agriculture and Consumer Services Division of Forestry and Miami-Dade County have agreed to amend the Lease Agreement to reduce the leased land; and

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 a Lease Amendment between Miami-Dade County and the Florida Department of Agriculture and Consumer Services Division of Forestry for a reduction in the leased land, in substantially the form attached hereto and made a part hereof which would result in the expenditure of \$25,500 of Building Better Communities General Obligation Bond Funding from

Project No. 44 funds; authorizes the County Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or Mayor's designee to exercise any and all rights conferred therein.

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:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of October, 2011. 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.



Monica Rizo

Exhibit A

FDACS CONTRACT #

AMENDMENT TO LEASE AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,
DIVISION OF FORESTRY

016931

THIS AMENDMENT TO LEASE AGREEMENT is made and entered into this ___ day of _____ 2011, by and between MIAMI-DADE COUNTY, FLORIDA, 111 NW First Street, Miami, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") and the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY, 3125 Conner Boulevard, C25, Tallahassee, Florida 32399, an agency of the State of Florida, (hereinafter referred to as "FDOF").

WHEREAS, the County and FDOF entered into a Lease Agreement for a portion of Trail Glades Range Park, dated August 18, 1966 (the "Lease Agreement"), a copy of which is attached as Exhibit "A"; and

WHEREAS, the Lease Agreement included a specific demised premises at Trail Glades Range Park to be used by the FDOF;

WHEREAS, the County and FDOF now desire to amend the Lease Agreement to modify the legal description of the demised premises to allow for the County to redevelop Trail Glades Range Park;

NOW THEREFORE, in consideration of the foregoing and for the mutual covenants, representations and warranties and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Recitations Incorporated by Reference** The forgoing recitations references are true and correct and incorporated herein by reference.
2. **Legal Description Modification** The legal description of the demised premises is hereby amended to provide that the County may utilize a portion of the previously demised premises which is more specifically described on the attached Exhibit B for the redevelopment of the Trail Glades Range Park.
3. **Buffering**: The County agrees to provide and install vegetation to serve as a visual buffer between the FDOF premises and the park development, and the County and FDOF agree to cooperatively maintain the vegetation .
4. **Fencing**: The County agrees to provide, install, and maintain a chain link fence along the newly established boundary line, described as "North 87 degrees 42 minutes 17 seconds East 99.89 feet" and "South 60 degrees 16 minutes 05 seconds East 206.55 feet" shown on Exhibit B. This fence will connect to the existing chain link fence to prevent unauthorized access onto the FDOF demised premises.

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IN WITNESS WHEREOF, the parties hereto have executed this document as of the date mentioned above.

(OFFICIAL SEAL)

ATTEST

HARVBY RUVIN, CLERK

By: _____
Deputy Clerk

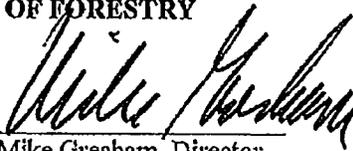
Approved as to form and
legal sufficiency

By: _____
County Attorney

MIAMI-DADE COUNTY, FLORIDA
BY ITS MAYOR

By: _____
County Mayor

FLORIDA DEPARTMENT
AGRICULTURE AND
CONSUMER SERVICES, DIVISION
OF FORESTRY

By: 
Mike Gresham, Director
Division of Administration

This Instrument prepared
Under the direction of
Martin Sybbilis, Esq.
County Attorney
Miami-Dade County
111 NW First Street
Miami, Florida 33128

Exhibit B

LEASE OF COUNTY LANDS

THIS LEASE AGREEMENT, made and entered into this ¹⁵ ~~18~~ day of *August*, 1966 by and between DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "County," and the STATE OF FLORIDA, FLORIDA BOARD OF FORESTRY, TALLAHASSEE, FLORIDA, hereinafter called the "Tenant,"

WITNESSETH:

WHEREAS, the County is the owner of certain property in Dade County, Florida, known as the Trail Glade Ranges, and described as follows:

NW $\frac{1}{4}$ of Section 6, Township 54 South,
Range 39 East

WHEREAS, the Florida Board of Forestry has requested the County to lease certain land hereinafter described within the Trail Glade Ranges for the purpose of erecting a fire tower in connection with fire control for the benefit of residents and taxpayers of Dade County, Florida; and

WHEREAS, Dade County, by and through its Board of County Commissioners, has authorized the leasing of said County lands for the purposes herein set forth, in accordance with the provision of Resolution No. duly adopted on

NOW, THEREFORE, in consideration of the premises, and the covenants, conditions, limitations and agreements herein contained, the County hereby leases to the Tenant, and the Tenant hereby hires from the County, the following described lands, situate, lying and being in Section 6, Township 54 South, Range 39 East, Dade County, Florida, to wit:

Commence at the Southwest corner of the Southeast quarter of the Northwest quarter of Section 6, Township 54 South, Range 39 East thence run Northerly, along the west line of the Southeast quarter of the Northwest quarter of said Section 6, for a distance of 225 feet to a point. Thence Easterly, at an angle to the right, of 90°00'00", a distance of 80 feet to a point; said point being the Point of Beginning of the parcel of land hereinafter described. Thence Northerly, at an angle to the left, of 90°00'00", along a line parallel to and 80 feet East of the West line of the Southeast quarter of the Northwest quarter of said Section 6, for a distance of 325 feet to a point. Thence Easterly, at an angle to the right, of 90°00'00", a distance of 200 feet to a point. Thence Southeasterly, at an angle to the right, of 45°00'00", a distance of 106.07 feet to a point. Thence Southerly, at an angle to the right, of 45°00'00", along a line parallel to and 355 feet Easterly of the West line of the Southeast quarter of the Northwest quarter of said Section 6, for a distance of 250 feet to a point. Thence Westerly, at an angle to the right, of 90°00'00", a distance of 275 feet to the Point of Beginning.

Containing all 2 acres, be the same more or less, subject, however, to all conditions, restrictions, limitations and reservations, easements and rights-of-way for public road purposes and public utilities;

TO HAVE AND TO HOLD the same unto the said Tenant for a term of twenty-five (25) years from and after the date of this lease agreement for and as a rental of One Dollar (\$1.00) receipt of which is hereby acknowledged for the use and occupancy of said lands, subject, however, to the conditions, covenants and agreements on the part of the Tenant to be kept, observed and performed.

It is understood and agreed that said land shall be used for State Forestry purposes in connection with fire control. In the event that said land shall cease to be used for legitimate State Forestry purposes for a continuous period of two (2) years, then said lands shall revert to the County, and the Tenant shall have no further rights, title and interest therein; but shall have the right to remove from said lands any and all improvements, fixtures, goods, wares, merchandise, and any other properties it may have placed thereon.

The Tenant, at the expiration of this lease shall have the option to extend the term thereof for a period of twenty-five (25) years from the date of the expiration upon the same terms and conditions as herein provided, and the Tenant shall give to the County written notice not less than sixty (60) days prior to the date of termination herein fixed, of its intention to renew this lease. However, if the County shall be required to cancel or terminate this lease agreement in the public interest and acquire the use and occupancy of the demised premises for a County purpose, then the Tenant, upon receipt of six (6) months written notice, will remove from said lands any and all improvements, fixtures, goods, wares, merchandise, and any other properties it may have placed thereon.

The parties hereto mutually covenant, warrant, represent and agree as follows:

1. That said lands shall be utilized only for the purposes as are outlined above. The Tenant, at its own expense, may make such improvements and construct such facilities upon said lands as shall be reasonably necessary to place the demised property and premises in such state or condition that they may be used for the purposes for which this lease is made and entered into, provided, however, that all plans

for the erection of any buildings or other improvements, or landscaping, shall be first submitted to the Director of the Dade County Park and Recreation Department for report and recommendation and forwarding to the County Manager for approval before any work is started. All persons, firms or corporations dealing with the Tenant in the respect to the furnishing of any labor, services or material for the improvement of said demised premises are hereby placed on notice that no liens of any nature or character shall be imposed upon or enforced against said lands, but that credit and liability of the Tenant only shall be relied upon for payment of the cost of such improvements.

2. The Tenant shall keep and maintain the demised premises and all facilities and equipment located thereon in a state of good repair and clean condition at all times. The Tenant shall comply with all requirements of the County governing parks and public property and shall dispose of all garbage and waste in accordance with such rules and regulations as shall be promulgated by the County. The Tenant shall neither permit nor permit any violations of the laws, rules and regulations of the County, State, or Federal Government upon the demised premises.
3. The Tenant shall indemnify and save the County harmless from any and all claims, liability, losses and causes of actions which may arise out of this lease agreement. The Tenant shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.
4. That this lease shall not be assigned nor shall the demised premises, or any part thereof, be sublet nor shall the Tenant grant any license or sub-lease in respect to any of the improvements or facilities maintained, operated or located upon the demised premises, without prior written consent of the County Manager or by action by the Board of County Commissioners.

5. That if the Tenant defaults in any of the Tenant's undertakings in this lease or fails to perform, abide by or comply with any of the conditions, covenants, provisions or agreements herein set forth, or if the Tenant abandons the demised premises, then, and in any such event, the County at its election, may terminate this lease and declare it cancelled by appropriate Resolution. All notices given under this lease shall be in writing and delivered by either certified or registered mail. Notice shall be effectively served by the County upon the Tenant when addressed to the Tenant and mailed to any officer of the Tenant. Notice shall be effectively served by the Tenant upon the County when addressed to the Board of County Commissioners and mailed to the Dade County Courthouse.
6. That the failure of the County in any one or more instances to insist upon the strict performance of any of the covenants of this lease or to make an election to terminate for breach of the terms of this lease, shall not be construed as a waiver or relinquishment for the future of any covenant, condition, agreement or election, but the same shall continue and remain in full force and effect.
7. The County, or any of its agents shall have the right to enter the said demised premises during all reasonable working hours to examine the same, periodically, during the term of this lease.
8. The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601, dated March 24, 1964, that there shall be no discrimination based on race, color, creed or national origin in connection with any County property or facilities operated or maintained under lease, license or other agreement from Dade County or its agencies.

For the accomplishment of this policy, the Tenant by this lease shall comply with the intent of Resolution No. 9601, dated March 24, 1964, involving the use, operation and maintenance of the property and facilities included in this

lease agreement.

- 9. The Tenant will comply with all present and future rules and regulations of the Park and Recreation Department.
- 10. The Tenant will at its own expense be responsible to pay all water, electric, gas and other utility charges, licenses, taxes and necessary permits or other operating expenses during the term of this lease agreement.

IN WITNESS WHEREOF, the County and Tenant have caused this lease agreement to be executed by their respective and duly authorized officers the day and year first written above.

(OFFICIAL SEAL)

ATTEST:

E. B. LEATHERMAN, Clerk
 By: Edward D. Freilan
 EDWARD D. FREILAN
 Deputy Clerk

DADE COUNTY, FLORIDA
 BY ITS BOARD OF
 COUNTY COMMISSIONERS
[Signature]
 Vice Mayor

(OFFICIAL SEAL)

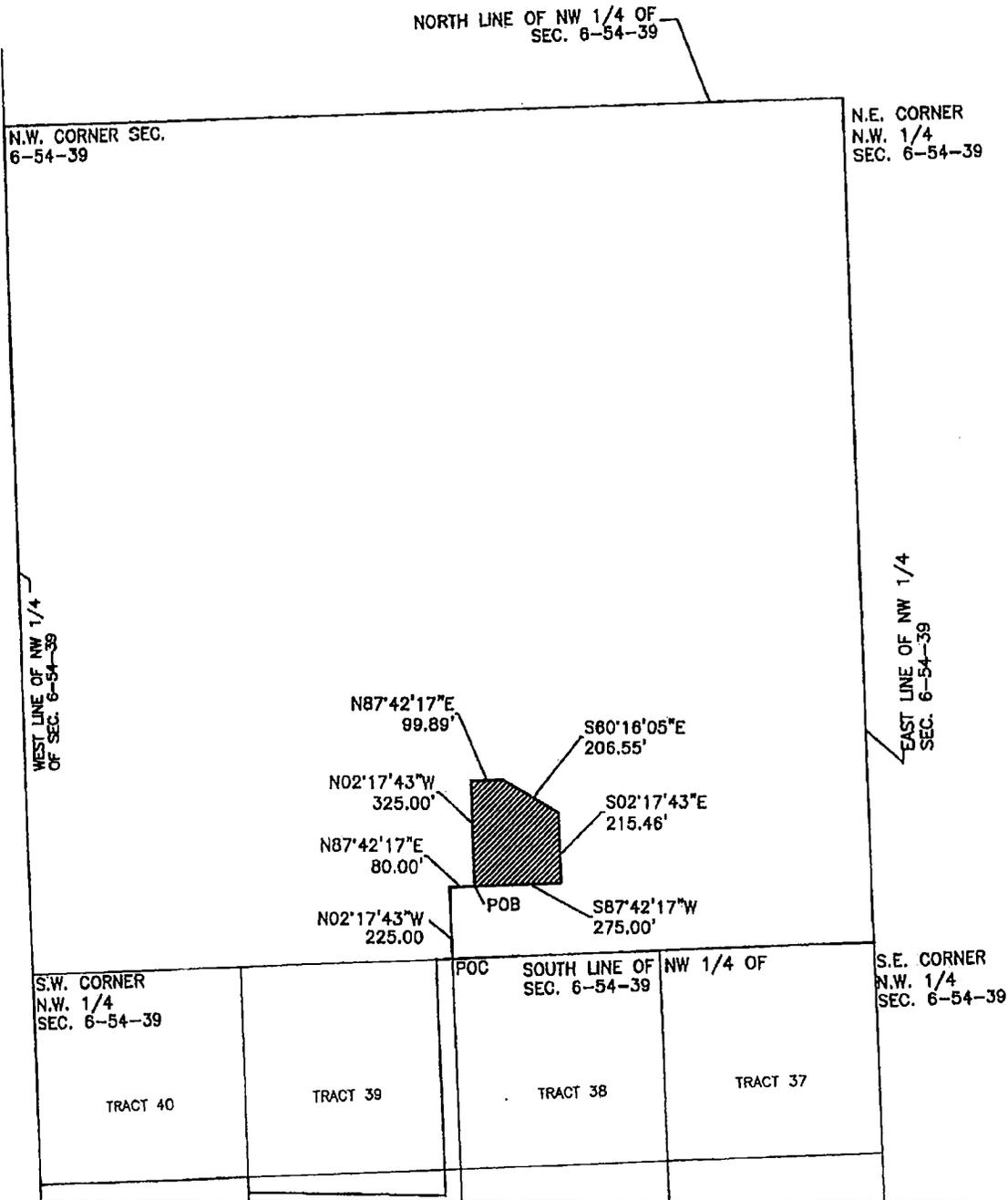
ATTEST:

John G. Humphreys
 Secretary

FLORIDA BOARD OF FORESTRY
 By: E. L. Laughlin
 President

Exhibit C

SKETCH OF LEASE AREA



NOTES
THIS IS NOT A SURVEY

PREPARED BY:
AYLWARD ENGINEERING & SURVEYING, INC.
 3222 Ridge Trace
 Davie, Florida 33328
 954-424-5852 or 305-827-2216
 LB No. 5183
 DATE: 9/9/2010
 PROJECT NO. 08-117

Sharon Aylward Cox 9/13/10
 SHARON AYLWARD COX, P.S.M. 5450
 THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGAL DESCRIPTION

Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, Township 54 South, Range 39 East; thence run N02°17'43"W, along the West line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 6 for a distance of 225.00 feet to a point; thence run N87°42'17"E, at an angle to the right of 90°00'00", a distance of 80.00 feet to the Point of Beginning; thence N02°17'43"W, at an angle to the left of 90°00'00", along a line parallel to and 80.00 feet East of the West line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 6, for a distance of 325.00 feet; thence N87°42'17"E, at angle to the right of 90°00'00", a distance of 99.89 feet; thence S60°16'05"E a distance of 206.55 feet ; thence S02°17'43"E along a line parallel to and 355.00 feet Easterly of the West line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 6 for a distance of 215.46 feet; thence S87°42'17"W at an angle to the right of 90°00'00", a distance of 275.00 feet to the Point of Beginning.

PREPARED BY:

AYLWARD ENGINEERING & SURVEYING, INC.

3222 Ridge Trace
Davie, Florida 33328
954-424-5852 or 305-827-2216
LB No. 5183
DATE: 9/9/2010
PROJECT NO. 08-117

SHEET 2 OF 2


SHARON AYLWARD COX, P.S.M. 5450

THIS SURVEY NOT VALID WITHOUT THE
SIGNATURE AND ORIGINAL RAISED SEAL OF
THE FLORIDA LICENSED SURVEYOR AND
MAPPER.

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