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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 9(A)(10)

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

DATE: May 3, 2011

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

SUBJECT: Resolution rescinding Resolution Nos. R-875-09 relating to conveyance o Miami Lakes West Park and R-876-09 relating to conveyance of other local parks; approving interlocal agreement with Town of Miami Lakes (Town) for conveyance of various local parks, awarding $134,100.00 of Safe Neighborhood Parks (SNP) discretionary interest earnings to Town, and to execute interlocal agreement, County deeds and SNP Grant Agreement for such parks with Town

Resolution No. R-355-11

The accompanying resolution was prepared by the Office of Capital Improvements and placed on the agenda at the request of Prime Sponsor Chairman Joe A. Martinez.

R. A. Cuevas, Jr.
County Attorney

RAC/jls

Memorandum

MIAMI-DADE COUNTY

Date: May 3, 2011

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

From: Alina T. Hudak
County Manager

Subject: Resolution Regarding Quality Neighborhoods Improvements Program obligations, Safe Neighborhood Parks Allocations, Building Better Communities General Obligation Bond Allocations and Conveyance of Parks in the Town of Miami Lakes

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution to resolve a number of related outstanding issues with the Town of Miami Lakes regarding Quality Neighborhoods Improvements Program (QNIP) obligations, Safe Neighborhood Parks (SNP) allocations, Building Better Communities General Obligation Bond (BBC GOB) Program funds, and the conveyance of local parks to the Town of Miami Lakes.

Scope

The scope of this agenda item impacts Commission District 13.

Fiscal Impact

The attached resolution has a positive fiscal impact. Once approved, the County will receive payment of outstanding and past due QNIP debt service obligations from the Town of Miami Lakes in the amount of $1,042,511 plus the Town's 2010-2011 QNIP obligation of $153,423, as well as approve an Interlocal Agreement to provide for timely payment of future QNIP obligations of the Town of Miami Lakes totaling $1,994,499 through FY 2023-24, or $153,423 annually through FY 2023-24, based on the current debt-service schedule. SNP funding in the total amount of $346,100 is to be provided by the County to the Town as authorized pursuant to County Ordinance No. 96-115, as amended. In addition, $206,226 in pending reimbursements under BBC GOB Project No. 68- "Miami Lakes - Royal Oaks Park Development Project" which were being withheld until the QNIP issues were resolved have been released. Project No. 68 was a voter-approved project to be funded from BBC GOB program funds and has been completed.

Track Record/Monitoring

The Town will implement the projects. The County's Office of Capital Improvements (OCI), George Navarrete, Director, will monitor the BBC and SNP projects. The County's Office of Strategic Business Management (OSBM), Jennifer Glazer-Moon, Special Assistant/Director, will monitor timely payment of QNIP obligations.

Background

Since 1999, Miami-Dade County has issued Florida Public Service Tax Revenue Bonds – Unincorporated Municipal Service Area (UMSA) to fund capital infrastructure improvements under the QNIP program. Portions of UMSA that later incorporated continued to have responsibility for the pro-rata payment of QNIP debt service. Since FY 2003-04, however, the Town of Miami Lakes has failed to remit payments on behalf of its residents. The Town's annual obligation is $153,423, and its outstanding balance owed to the County through and including fiscal year 2010-11 is $1,195,934.

With the concurrence of the Board of County Commissioners and consistent with the County's policy toward delinquent debts, certain monies have been withheld from the Town pending resolution of the QNIP debt, including $346,100 in SNP funds recommended for approval by the SNP Citizens' Oversight

Committee (COC) for projects at parks within the Town and $206,226 under a BBC GOB interlocal agreement between the Town and the County for BBC GOB Project No. 68- "Miami Lakes – Royal Oaks Park Development Project." The administration has recently been engaged in meaningful negotiations with the Town and has reached a tentative agreement on the payment of the outstanding QNIP debt which is being presented for this Board's approval as part of this item. Project No. 68 was a voter-approved BBC GOB project which was successfully completed by the Town in October 2009. The applicable federal tax rules prevent the County from reimbursing the Town beyond 18 months from project completion. The 18 month deadline expired on April 16, 2011. As a result, and as allowed by County code, the administration released the $206,226 subject to Board ratification.

The Town is seeking to have the Board award the SNP funds to the Town for park projects and to ratify the County Manager's reimbursement of the BCC GOB funds. The Town also seeks the conveyance of a number of parks within the Town, a list of which was previously approved by the Board pursuant to Resolution Nos. R-785-09 and R-786-09 on June 30, 2009. The attached resolution rescinds Resolution No. R-785-09 relating to Miami Lakes West Park and Resolution No. R-786-09 relating to the various other parks in order to consolidate the conveyance of all of the parks into a single Interlocal Agreement and to approve a modified version of the Interlocal Agreement that also addresses the past due and future QNIP debt service share payments.

In order to achieve a mutually acceptable settlement of all outstanding issues and ensure timely payment of both the Town's past-due QNIP obligations and future obligations totaling $3,190,439 through FY 2023-24, the administration held numerous meetings with Town leaders. The Town has agreed to remit its FY 2010-11 payment of $153,423 and pay its entire past-due balance of $1,042,511 within thirty (30) days of the effective date of the Resolution approving this item, and further agreed to remain current on all future QNIP obligations.

Upon receipt of the agreed-upon payment of $1,195,934, the County would execute the standard SNP Grant Agreement in the amount of $346,100 (the amount recommended for allocation to the Town by the COC which includes $200,000 for Royal Oaks Park, $100,000 for Sevilla Estates Park and $46,100 for Miami Lakes Park). The Board has previously indicated its intent to award those funds only after resolution of the QNIP issues. However, because delays may have rendered one or more of the above-listed parks ineligible for SNP funding, this resolution would permit the County Mayor or Mayor's designee to execute an SNP Grant Agreement to fund any other eligible park project within the Town, subject to the same regulations and limitations.

Also contingent upon the receipt of the $1,195,934 payment, the County would execute the attached Interlocal Agreement and execute the attached County deed for the conveyance of the local parks within Miami Lakes. The conveyances would be made under the same terms as other similar conveyances of County neighborhood parks to municipalities; for example, all County residents would enjoy equal access to the parks, regardless of whether they are Town residents.

Jennifer

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: May 3, 2011

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

SUBJECT: Agenda Item No. 9(A)(10)

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. 9(A)(10)
5-3-11

RESOLUTION NO. R-355-11

RESOLUTION RESCINDING RESOLUTION NOS. R-875-09 RELATING TO CONVEYANCE OF MIAMI LAKES WEST PARK AND R-876-09 RELATING TO CONVEYANCE OF OTHER LOCAL PARKS; APPROVING INTERLOCAL AGREEMENT WITH TOWN OF MIAMI LAKES (TOWN) FOR CONVEYANCE OF VARIOUS LOCAL PARKS, AWARDING $346,100.00 OF SAFE NEIGHBORHOOD PARKS (SNP) DISCRETIONARY INTEREST EARNINGS TO TOWN, AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE INTERLOCAL AGREEMENT, COUNTY DEEDS AND SNP GRANT AGREEMENT FOR SUCH PARKS WITH TOWN, ALL SUBJECT TO SATISFACTION OF CONDITION PRECEDENT; AND RATIFYING COUNTY MANAGER'S ACTIONS IN DISBURSING BUILDING BETTER COMMUNITIES GENERAL OBGLIGATION FUNDS TO TOWN

WHEREAS, on June 30, 2009, the Board of County Commissioners (the "Board") approved Resolution No. R-875-09 which approved an interlocal agreement with the Town of Miami Lakes (the "Town") for the conveyance of Miami Lakes West Park, subject to the fulfillment of certain conditions precedent; and

WHEREAS, on June 30, 2009, the Board also approved Resolution No. R-876-09 which approved an interlocal agreement with the Town of Miami Lakes (the "Town") for the conveyance of various other local parks within the Town boundaries subject to the fulfillment of certain conditions precedent; and

WHEREAS, the Board desires to rescind Resolution Nos. R-875-09 and R-876-09 because the County and the Town have incorporated the conveyance of all the local parks in the Town, including Miami Lakes West Park, into one agreement and have incorporated all of the conditions precedent from Resolution Nos. R-875-09 and R-876-09 into an amended version of

5

the prior interlocal agreements and into this Resolution; and

WHEREAS, the County and the Town desire to enter into an Interlocal Agreement to govern the conditions by which various parks that formerly were part of the Unincorporated Municipal Service Area can be transferred to the Town and to agree to a repayment schedule for the Town's debt service share of the QNIP bonds; and

WHEREAS, the County also desires to award Safe Neighborhood Parks ("SNP") bond funds to the Town for park projects at Royal Oaks Park, Miami Lakes Park, and Sevilla Estates Park, or for any other eligible project within a park owned by the Town; and

WHEREAS, the Board wishes to ratify the County Manager's disbursement of Building Better Communities General Obligation Bond ("BBC GOB") funds to the Town as reimbursement for outstanding invoices incurred by the Town pursuant to an Agreement between the Town and the County to fund BBC GOB Project No. 68- "Miami Lakes – Royal Oaks Park Development Project"; 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:

Section 1. This Board hereby rescinds Resolution No. R-875-09 relating to the conveyance of Miami Lakes West Park to the Town and Resolution No. R-876-09 relating to the conveyance of various other local parks within Miami Lakes to the Town.

Section 2. This Board hereby approves the Interlocal Agreement between the County and the Town, in substantially the form attached hereto and made a part hereof, subject to the Town paying $1,195,134.00 to the County, which represents (i) all sums currently past due to the County for the Town's pro-rata share of the debt service on the QNIP bonds, and (ii) the Town's

fiscal year 2010-2011 debt service share payment, within thirty (30) days of the effective date of this Resolution ("Condition Precedent").

Section 3. Subject to the fulfillment of the Condition Precedent set forth herein, this Board authorizes the County Mayor or Mayor's designee to execute the Interlocal Agreement with the Town in substantially the form attached hereto as Attachment 1 and the County deed(s) for the parks named in the attached Interlocal Agreement in substantially the form attached hereto as Attachment 2 and to exercise any renewal, cancellation and termination provisions of such agreement.

Section 4. Subject to the fulfillment of the Condition Precedent set forth herein, this Board awards a total of $346,100 of Safe Neighborhood Parks ("SNP") bonds discretionary interest earnings to the Town for:

(a) Royal Oaks Park in the amount of $200,000;

(b) Miami Lakes Park in the amount of $46,100; and

(c) Sevilla Estates Park in the amount of $100,000,

or for any other eligible project within a park owned by the Town and as may be approved by the County Mayor or Mayor's designee in the County's sole discretion, and authorizes the County Mayor or Mayor's designee to execute the standard SNP grant agreement(s) with the Town for such project, following approval by the County Attorney's Office, and to exercise any renewal, cancellation and termination provisions of such agreement(s).

Section 5. Pursuant to Section 2-8.1(h)(2) of the Code of Miami-Dade County, Florida, this Board hereby ratifies the County Manager's disbursement of BBC GOB funds to the Town as reimbursement for outstanding invoices incurred by the Town pursuant to an Agreement between the Town and the County to fund BBC GOB Project No. 68- "Miami Lakes – Royal Oaks Park Development Project".

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3RD day of May, 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.
Monica Rizo

ATTACHMENT 1

INTERLOCAL AGREEMENT
BETWEEN
MIAMI-DADE COUNTY AND
TOWN OF MIAMI LAKES

This is an Interlocal Agreement between Miami-Dade County, a political subdivision of the State of Florida ("COUNTY") and the Town of Miami Lakes, a municipal corporation of the State of Florida ("TOWN"), entered into this _____ day of _____, 2011 (the "Agreement").

WITNESSETH

WHEREAS, the COUNTY owns local parks that were previously part of the Miami Lakes Special Tax District within the TOWN boundaries, (Exhibit A); and

WHEREAS, the COUNTY ceased funding the Miami Lakes Special Tax District; and

WHEREAS, the COUNTY wishes to convey to the TOWN and the TOWN wishes to receive said local parks ("Parks"), including Miami Lakes West Park (P-74), within the former Miami Lakes Special Tax District, and

WHEREAS, it is in the best interest of the COUNTY and the TOWN to provide recreational facilities and opportunities to residents of the TOWN and the COUNTY,

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS THE COUNTY AND THE TOWN AGREE AS FOLLOWS:

1. **Conveyance of Real Property**

   1.1 The COUNTY shall convey to the TOWN the Parks currently under COUNTY ownership listed in the "Miami Lakes Special Tax District Parks Legal Descriptions" attached to and incorporated herein as Exhibit "A". The transfer of the Parks shall be by execution and delivery to the Town of a County Deed(s) in a form approved by the County Attorney.

   1.2 The properties and facilities are conveyed in an as-is condition, and subject to all easements and restrictions of record.

   1.3 Prior to conveyance of the Parks, the COUNTY shall take all steps necessary to transfer and/or assign any warranties or guarantees the COUNTY may have for Park improvements, fixtures or equipment to the TOWN.

   1.4 The Town Manager and the County Mayor or Mayor's designee shall mutually agree to the date of the transfer to the TOWN and execution of the conveyance documents, provided further that the transfer of the Parks shall occur no later than 120 days from the date of execution of this Agreement.

1.5 The conveyance from the COUNTY to the TOWN may include the conveyance of County-owned personal property, fixtures and equipment located at or in use at the Parks, which shall be determined solely by the COUNTY during a walk through examination by staff designated by the County Mayor or Mayor's designee and the Town Manager.

1.6 Upon conveyance of the Parks, the COUNTY shall provide the TOWN, at the TOWN's expense, a copy of all permits, plans, and any other documents pertaining to the COUNTY's operation of the Parks that the COUNTY may have in its possession. The COUNTY shall have no obligation, however, to create, recreate, construct, or reconstruct any permit, plan, or any other document (e.g. "as-builts") not in its possession as of the date of conveyance.

2. **Restrictions Related to the TOWN's Use of the Property**

As a condition to the acceptance of the Property, the TOWN agrees that:

2.1 The Parks shall be used as public parks, and the Parks shall be open to all members of the public.

2.2 The TOWN shall not discriminate against Miami-Dade County residents in program registration, pricing or other policies as they relate to the use of the Parks.

2.3 Except as specifically exempted, Article 7 of the Miami-Dade County Home Rule Charter shall apply to the Parks.

Should the TOWN violate any of the restrictions or conditions listed in Sections 2.1 through 2.3 and Sections 3.1 through 3.4, the COUNTY shall provide the TOWN with written notice of the alleged violations including a statement that "The COUNTY may exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the TOWN shall cure the violation. If the violation is of a type that cannot be cured within this time period, the TOWN shall notify the COUNTY in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the Board of County Commissioners. If the TOWN fails to cure the violation within the specified time period, as determined within the sole discretion of the COUNTY, then the COUNTY shall have the right, but not the obligation to exercise an immediate right of re-entry by providing notice of same and title to the subject Park and any improvements thereon shall revert to and vest in the COUNTY, without the necessity of obtaining a court order therefore. Upon same, the TOWN shall deed the Park by Warranty Deed to the COUNTY and the TOWN specifically waives, by acceptance of the Deed and execution of this Agreement, any entitlement to or right to seek any compensation whatsoever for said Park, and any monetary investments and improvements made to the subject Park shall be forfeited without any right to compensation.

3. Further conditions

3.1 The COUNTY issued Public Service Tax Revenue Bonds, Series 1999, [also known as, and referred to herein as, Quality Neighborhood Improvement Program ("QNIP") bonds] prior to the TOWN's incorporation, which are currently outstanding. The QNIP bonds are payable from Public Service Taxes for electrical, water and gas services. The TOWN recognizes and agrees that, through and including fiscal year 2009-2010, it owes the County $1,042,511.00 in past due payments of its pro-rata share of debt service on the QNIP bonds ("Debt Service Share"). The TOWN agrees to pay the past due amount of $1,042,511.00 plus its 2010-2011 Debt Service Share of $153,423.00, for a total payment of **$1,195,934.00** within thirty (30) days of the approval of this Agreement by the Board of County Commissioners. Further, the TOWN agrees to timely pay its Debt Service Share until such time as the debt service on the QNIP bonds has been legally defeased and/or paid in full.

Commencing in fiscal year 2011-2012, the TOWN shall annually remit to the COUNTY, on or before September 30th of each fiscal year, its annual Debt Service Share in the amount of $153,423.00, based on the current debt-service schedule attached hereto as Exhibit "B", through FY 2023-24.

3.2 The TOWN's Debt Service Share shall be determined by expressing the Public Service Taxes collected within the TOWN at the time of incorporation as a percentage of the total Public Service Taxes collected within the unincorporated area of Miami-Dade County at the time of the TOWN's incorporation and apply that percentage to the total annual debt service on the QNIP bonds. Thus, the TOWN recognizes and agrees that its Debt Service Share is 2.9%. The TOWN may prepay its proportionate share of the aforementioned bonds at any time during the life of the bonds without penalty.

3.3 By accepting this Agreement, the TOWN agrees that it will make every good faith effort to operate and maintain the Parks in a manner that provides appropriate active and passive recreational opportunities to park users.

3.4 The Parks will be operated and maintained in a manner equal to or better than existing conditions.

3.5 Any permits and agreements between the COUNTY and non-profit or for-profit organizations within Parks will be terminated upon execution of this Agreement.

4. Indemnification

4.1 Prior to the execution of this agreement, the COUNTY shall provide the TOWN with any known claims, litigation or other proceedings that may be pending regarding the COUNTY's operation of the Parks.

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4.2 Prior to the conveyance of the Parks, the COUNTY does hereby agree to indemnify and hold harmless the TOWN to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of $200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the COUNTY. However, nothing herein shall be deemed to indemnify the TOWN from any liability or claim arising out of the negligent performance or failure of performance of the TOWN or any unrelated third party. Notwithstanding the foregoing, the COUNTY's indemnification obligations shall be limited to personal injuries and/or property damage claims, liabilities, losses, causes of action or judgments that occurred prior to the date of conveyance.

4.3 After the conveyance of the Parks, the TOWN does hereby agree to indemnify and hold harmless the COUNTY to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the TOWN shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of $200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the TOWN. However, nothing herein shall be deemed to indemnify the COUNTY from any liability or claim arising out of the negligent performance or failure of performance of the COUNTY or any unrelated third party.

4.4 The indemnification provided in Section 4.2 shall additionally include any claims that were filed before the date of conveyance for alleged violations of the Americans with Disabilities Act.

5. Notices

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by hand delivery, or by overnight delivery to the addresses as follow (or any other address that the party to be notified may have designated to the sender by like notice):

County: Miami-Dade County Mayor
111 N.W. First Street, Suite 2910
Miami, Florida 33128

Copied to: County Attorney, Miami-Dade County

111 N.W. First Street, Suite 2810
Miami, Florida 33128

and Director, Miami-Dade County Parks and Recreation Department
275 NW 2nd Street, 5th Floor
Miami, Florida 33128

TOWN: TOWN Manager,
Town of Miami Lakes
15150 NW 79th Court, 1st Floor
Miami Lakes, Florida 33016

Copied to: Town Attorney
c/o Weiss Serota et al
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134

6. Entire Agreement

The Town and the County agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

7. Amendments

This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document. Notwithstanding any provision herein, this Agreement in no way obviates or nullifies the obligations of the TOWN under the Town Charter.

8. Severability

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

9. Assignment

Neither this Agreement nor any term nor provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

10. Governing Law

This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

TOWN OF MIAMI LAKES,
a municipal corporation

By: _____
Town Mayor

By: _____
Town Attorney

MIAMI-DADE COUNTY
a political subdivision of
the State of Florida

By its Board of County Commissioners:

By: _____
Honorable Joe A. Martinez, Chairman

ATTEST:
By: _____
Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

_____
County Attorney

Exhibit A
Miami Lakes Special Tax District Parks
Legal Descriptions

PARCEL NAME	PLAT NAME	PB	PB PG	ID #
LOT "D"	FIRST ADDN TO MIAMI LAKES SEC SIX	85	90	2023-33
LOT 22	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-01
LOT 41	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-02
P-01	MIAMI LAKES-LOCH LOMOND	76	91	2014-01
P-02	MIAMI LAKES SEC ONE	75	35	2024-01
P-02	MIAMI LAKES-LOCH LOMOND	76	91	2014-02
P-03	MIAMI LAKES SEC ONE	75	35	2024-02
P-03	MIAMI LAKES-LOCH LOMOND	76	91	2014-03
P-04	MIAMI LAKES SEC ONE	75	35	2024-03
P-05	MIAMI LAKES SEC ONE	75	35	2024-04
P-06	MIAMI LAKES SEC ONE	75	35	2024-05
P-07	MIAMI LAKES SEC ONE	75	35	2024-06
P-08	MIAMI LAKES SEC ONE & RIP RIGHTS	75	35	2024-07
P-10	MIAMI LAKES SEC 2	76	70	2024-08
P-11	MIAMI LAKES SEC 2	76	70	2024-09
P-12	MIAMI LAKES SEC 3	78	47	2024-10
P-13	MIAMI LAKES SEC 3	78	47	2024-11
P-14	MIAMI LAKES SEC 3	78	47	2024-12
P-15	MIAMI LAKES SEC 4	79	8	2023-01
P-16	MIAMI LAKES SEC 4	79	8	2023-02
P-17	MIAMI LAKES SEC 4	79	8	2023-03
P-18	MIAMI LAKES SEC 4	79	8	2023-04
P-19	MIAMI LAKES SEC 4	79	8	2023-05
P-20	MIAMI LAKES SEC 4	79	8	2023-35
P-21	MIAMI LAKES SEC 5	79	81	2023-06
P-22	MIAMI LAKES SEC 5	79	81	2023-07
P-23	MIAMI LAKES SEC 5	79	81	2023-08
P-24	MIAMI LAKES SEC 6	81	66	2023-09
P-25	MIAMI LAKES-LOCH LOMOND WEST	91	95	2023-10
P-26	MIAMI LAKES HILDA TOWNHOUSE SECTION	81	72	2023-11
P-27	MIAMI LAKES HILDA TOWNHOUSE SECTION	81	72	2023-12
P-28	MIAMI LAKES SEC 6	84	34	2023-13
P-29	MIAMI LAKES SEC 7	84	34	2023-14
P-30	MIAMI LAKES SEC 7	84	34	2023-15
P-31	MIAMI LAKES SEC 7	84	34	2023-16
P-32	MIAMI LAKES SEC 7	84	34	2023-17
P-33	MIAMI LAKES IND PARK SEC 3	85	62	2024-13
P-34	MIAMI LAKES IND PARK SEC 5	93	96	2024-14
P-35	MIAMI LAKES -LAKE MARTHA SEC	86	76	2023-18
P-36	MIAMI LAKES -LAKE MARTHA SEC	86	76	2023-19
P-37	MIAMI LAKES PARK ADDITIONS	89	73	2023-20
P-38	MIAMI LAKES PARK ADDITIONS & RIP RIGHTS	89	73	2023-21
P-39	MIAMI LAKES PARK ADDITIONS & RIP RIGHTS	89	73	2023-22
P-40	MIAMI LAKES-LOCH LOMOND WEST	91	95	2023-23
P-41	MIAMI LAKES-LOCH LOMOND WEST	91	95	2014-04
P-42	MIAMI LAKES CYPRESS VILLAS SECTION	92	26	2023-24
P-43	MIAMI LAKES CYPRESS VILLAS SECTION	92	26	2023-25
P-44	MIAMI LAKES-LAKE KATHERINE	93	43	2024-15
P-44	MASON-SMITH OF MIAMI LAKES	93	100	2023-26
P-45	MIAMI LAKES KATHARINE VILLAS	93	43	2024-16
P-46	MIAMI LAKES KATHARINE VILLAS	93	43	2024-17
P-47	MIAMI LAKES KATHARINE VILLAS	93	43	2024-18
P-48	MIAMI LAKES-LOCH LOMOND EAST	93	44	2014-05

Exhibit A
Miami Lakes Special Tax District Parks
Legal Descriptions

P-49	MIAMI LAKES-LOCH LOMOND EAST	93	44	2014-06
P-50	MIAMI LAKES LOCH NESS SECTION	93	45	2014-07
P-51	MIAMI LAKES LOCH NESS SECTION	93	45	2014-08
P-52	MIAMI LAKES LOCH NESS SECTION	93	45	2014-09
P-53	MIAMI LAKES LOCH ANDREWS	99	92	2023-27
P-54	MIAMI LAKES IND PARK SEC 6	100	21	2024-19
P-56	MIAMI LAKES WINDMILL GATE SEC	103	41	2013-02
P-57	MIAMI LAKES WINDMILL GATE SEC	103	41	2013-03
P-58	MIAMI LAKES WINDMILL GATE SEC	103	41	2013-04
P-59	MIAMI LAKES EAGLE NEST SEC PT 1	106	14	2024-20
P-60	MIAMI LAKES EAGLE NEST SEC PT 1	106	14	2024-21
P-61	MIAMI LAKES EAGLE NEST SEC PT 2	106	22	2013-05
P-62	MIAMI LAKES LOCH ISLE	110	19	2023-28
P-63	MIAMI LAKES LOCH ISLE	110	19	2023-29
P-64	MIAMI LAKES LOCH ISLE	110	19	2023-30
P-65	MIAMI LAKES LOCH ISLE	110	19	2023-31
P-66	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-03
P-67	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-04
P-68	MIAMI LAKES-LAKE GLENN ELLEN	113	99	2022-05
P-69	MIAMI LAKES-LAKE SANDRA	115	6	2022-06
P-70	MIAMI LAKES-LAKE SANDRA	115	6	2022-07
P-71	MIAMI LAKES-LAKE SANDRA	115	6	2022-08
P-72	MIAMI LAKES-LAKE SANDRA	115	6	2022-09
P-73	MIAMI LAKES-LAKE SANDRA	115	6	2022-10
P-74	MIAMI LAKES MEADOW WALK	116	13	2014-10
P-74	MIAMI LAKES IND PARK SEC 9	117	76	2022-11
P-75	MIAMI LAKES-LAKE CYNTHIA SECTION ONE	125	29	2022-12
P-76	MIAMI LAKES-LAKE CAROL	127	31	2022-13
P-77	MIAMI LAKES-LAKE CAROL	127	31	2022-14
P-78	MIAMI LAKES-LAKE CAROL REPLT 4	134	41	2022-15
P-79	MIAMI LAKES-LAKE CAROL	127	31	2022-16
P-80	MIAMI LAKES-LAKE CYNTHIA SECTION 2	127	35	2022-17
P-81	MIAMI LAKES-LAKE CYNTHIA SECTION 2	127	35	2022-18
P-82	MIAMI LAKES-LAKE ELIZABETH SECTION ONE	128	71	2022-19
P-83	MIAMI LAKES-LAKE ELIZABETH SECTION 4	134	40	2022-20
TRACT "A"	MIAMI LAKES LOCH ISLE	110	19	2023-32
TRACT "A"	As per BCC RESOLUTION # 10319, NOVEMBER 30,1964	N/A	N/A	2024-22
NOTE	This listing does not include various cul-de-sacs and greenways, formerly maintained by the Special Taxing District, but contained within the rights-of-way			

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Exhibit "B"

$77,640,000
Miami-Dade County, Florida
Public Service Tax Revenue Bonds (UMSA Public Improvements)
Series 1999
Debt Service Schedule

Fiscal Year Ending September 30,	Type	Interest Rate	Principal	Interest	Total Debt Service	Miami Lakes Yearly Payments
2012	Serial	4.38%	2,860,000	2,471,975	5,331,975	153,423
2013	Serial	5.00%	2,995,000	2,334,537	5,329,537	153,423
2014	Serial	5.13%	3,140,000	2,179,200	5,319,200	153,423
2015	Serial	5.13%	3,290,000	2,014,432	5,304,432	153,423
2016	Serial	5.13%	3,450,000	1,841,719	5,291,719	153,423
2017	Serial	5.25%	3,620,000	1,658,288	5,278,288	153,423
2018	Serial	5.25%	3,805,000	1,463,381	5,268,381	153,423
2019	Term 1	5.00%	3,995,000	1,263,625	5,258,625	153,423
2020	Term 1	5.00%	4,200,000	1,058,750	5,258,750	153,423
2021	Term 2	5.00%	4,415,000	843,375	5,258,375	153,423
2022	Term 2	5.00%	4,645,000	616,875	5,261,875	153,423
2023	Term 2	5.00%	4,880,000	378,750	5,258,750	153,423
2024	Term 2	5.00%	5,135,000	128,375	5,263,375	153,423
			72,290,000	51,310,802	123,600,802	1,994,499

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Instrument prepared under the direction of
Monica Rizo, Assistant County Attorney:
111 N.W. 1 Street, 28 Floor
Miami, Florida 33128-1907

COUNTY DEED

THIS DEED, made this day of , 20__ A.D. by **MIAMI-DADE COUNTY, FLORIDA** (the "County"), a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **TOWN OF MIAMI LAKES** (the "Town"), party of the second part, whose address is 8004 N.W.154th Street, PMB #378, Miami Lakes, Florida 33016.

***WITNESSETH*:**

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, Miami Lakes Special Tax District Parks, to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

EXHIBIT A

The Town shall: a) maintain the properties in perpetuity as public parks, b) agree to govern itself, in regards to the subject property, in accordance with Article 7 of the County Charter, c) keep the parks open to all Miami-Dade County residents, d) allow Miami-Dade County residents equal access and use of the parks and not discriminate in program registration, pricing and other policies, (e) timely pay its pro-rata share of debt service on Quality Neighborhood Improvement Program (QNIP) bonds ("Debt Service Shares") until such time as the debt service on the QNIP bonds has been legally defeased and/or paid in full and timely pay its past due amounts of Debt Service Share, all in accordance with the Interlocal Agreement dated [ ] by and between the County and the Town, and (f) make every good faith effort to develop, operate and maintain the parks in a manner that provides appropriate active and

passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the Town to abide by any of the restrictions listed in (a) through (f), the County shall provide the Town with written notice of the alleged violations including a statement that "The County may exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the Town shall cure the violation. If the violation is of a type that cannot be cured within this time period, the Town shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the Board of County Commissioners. If the Town fails to cure the violation within the specified time period, as determined within the sole discretion of the County, then the County shall have the right, but not the obligation to exercise an immediate right of re-entry by providing notice of same and title to the subject park and any improvements thereon shall revert to and vest in the County, without the necessity of obtaining a court order therefore. Upon same, the Town shall deed the park by Warranty Deed to the County and the Town specifically waives, by acceptance of this County Deed, any entitlement to or right to seek any compensation whatsoever for said park, and any monetary investments and improvements made to the subject park shall be forfeited without any right to compensation.

This grant conveys only the interest of the County and its Board of County Commissioners in the properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

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(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

Reviewed by: _____
Alina T. Hudak,
County Manager

By: _____
Honorable Joe A. Martinez
Chairman, Board of County
Commissioners

Approved for legal sufficiency: _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 20___.

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