

MEMORANDUM

Agenda Item No. 8(O)(2)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

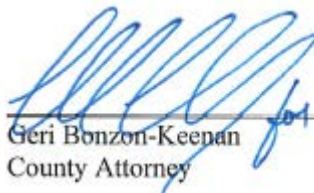
DATE: May 6, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, pursuant to section 125.37, Florida Statutes, an agreement to exchange property between Miami-Dade County and the Town of Miami Lakes for the purpose of exchanging 1,742 square feet of property owned by the County at 6350 Lake Patricia Drive, Miami Lakes, Florida, for 1,742 square feet of property owned by the Town of Miami Lakes at 6350 Lake Patricia Drive, Miami Lakes, Florida; waiving certain provisions of Implementing Order 8-4; authorizing the County Mayor to execute the exchange of property agreement, to exercise any and all rights conferred therein, and to take all other actions necessary to effectuate same; and authorizing the Chairman or Vice Chairman of the Board to execute a County deed and to accept conveyance of the property to be received from the Town of Miami Lakes

Resolution No. R-405-25

The accompanying resolution was prepared by the Water & Sewer Department and placed on the agenda at the request of Prime Sponsor Senator René García.


Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Date: May 6, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
County Mayor

Subject: Resolution Authorizing an Agreement to Exchange Property between Miami-Dade County and the Town of Miami Lakes Pursuant to Section 125.37, Florida Statutes, and Authorizing Execution of a County Deed

Executive Summary

This item seeks authorization from the Board of County Commissioners (the “Board”) to enter into an Exchange of Property Agreement (the “Agreement”) between Miami-Dade County (the “County”) and the Town of Miami Lakes (the “Town”) for the purpose of exchanging a 1,742 square foot parcel of land owned by the County (the “County Property”) for a 1,742 square foot parcel of land owned by the Town (the “Town Property”). The Town Property is needed by the Water and Sewer Department (“WASD”) in order to upgrade and relocate Pump Station 329 (“PS 329”). Pursuant to the deadlines in the Consent Decree between the County, the U.S. Environmental Protection Agency (“EPA”), the State of Florida and the Florida Department of Environmental Protection (“FDEP”) entered into by the parties in 2013 (the “Consent Decree”), the upgrade and relocation of PS 329 must be completed by December 31, 2026. Aside from paying the closing costs and recording fees that are estimated at \$150, the property exchange will not result in a fiscal impact to the County because both properties are equal in size and value.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the County, pursuant to Section 125.37, Florida Statutes, to enter into the Agreement with the Town in order to exchange the County and Town Properties. A copy of the Agreement is attached hereto as Exhibit 1.

Scope

The Town owns a 15,682 square foot parcel located at 6350 Lake Patricia Drive, Miami Lakes, Florida, which is depicted on Exhibit B to the Agreement, and bears Folio No. 32-2024-003-2750. The County Property, depicted on Exhibit A to the Agreement, is a sliver of property located within the Town Property at 6350 Lake Patricia Drive, Miami Lakes, Florida and bears Folio No. 32-2024-003-2720. The Town Property, which is also depicted on Exhibit B to the Agreement, is a 1,742 square foot portion of the property owned by the Town that will be exchanged for the County Property. Both properties are in Commission District 13, which is represented by Senator Rene Garcia.

Fiscal Impact/Funding Source

This is a one-time agreement between the County and the Town, which will result in an equal exchange of properties. No monies will be exchanged for the land; however, there will be a minimal fiscal impact to the County for this transaction. Specifically, the County has agreed to pay the closing costs and recording fees, which are estimated at \$150.00 and will be paid through Operating Revenues.

Track Record/Monitoring

WASD’s Assistant Director, Engineering, Nelson Perez Jacome, P.E., will manage the administration of the exchange of properties.

Delegation of Authority

The item authorizes the County Mayor or County Mayor’s designee to execute the Agreement and exercise any and all rights conferred therein. It also authorizes the Chairperson or Vice-Chairperson of the Board to execute the County Deed attached to the Agreement as Exhibit E.

Background

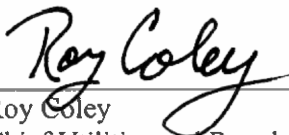
Pursuant to Section 24-42.3 of the Code of Miami-Dade County and the Consent Decree, WASD created the Pump Station Improvement Program (“PSIP”) to upgrade the wastewater collection and transmission system, including WASD’s pump stations and force mains. The County must complete upgrades to PS 329 by December 31, 2026.

As part of the upgrades, the County is proposing to remove and relocate PS 329, at its sole cost and expense, to an area within the Town Property that would provide WASD with better access to the new upgraded PS 329 and would decrease the number of disruptions to the Town Property. The County will also design and construct the upgraded PS 329 to provide greater sewer capacity to the surrounding area.

To accommodate the relocation of the new PS 329, the Town will convey the Town Property to the County immediately upon execution of this Agreement so that the County can begin relocation of PS 329. Upon completion of the relocation of PS 329, and within ninety (90) days of WASD receiving certification of PS 329 from the Miami-Dade County Department of Regulatory and Economic Resources (“RER”), the County will convey the County Property to the Town.

Pursuant to Section 125.37, Florida Statutes, whenever, in the opinion of the Board, the County holds and possesses any real property not needed for County purposes, and such property may be to the best interest of the County exchanged for another piece of real property, which the County may desire to acquire for County purposes, the Board is authorized and empowered to make such an exchange. As required by Section 125.37, Florida Statutes, notice of the exchange of the County and Town Properties has been published once a week for at least two (2) weeks in a newspaper of circulation within the County.

The Town approved the exchange of the County Property for the Town Property on October 29, 2024 through Ordinance No. 24-333, which is attached hereto as Exhibit 2.



Roy Coley
Chief Utilities and Regulatory Services Officer

EXHIBIT 1

AGREEMENT FOR EXCHANGE OF PROPERTY
BETWEEN
MIAMI-DADE COUNTY
AND
THE TOWN OF MIAMI LAKES

THIS AGREEMENT (hereinafter “Agreement”) is entered into and made effective this ___ day of _____, 20__ (“Effective Date”), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter, the “County”), and the **TOWN OF MIAMI LAKES**, a municipal corporation of the State of Florida (hereinafter, the “Town”, and collectively with the County, the “Parties”).

RECITALS

WHEREAS, the Town is the fee simple owner of certain real property located 6350 Lake Patricia Drive, Miami Lakes, Florida, bearing Folio No. 32-2024-0003-2750 (hereinafter, the “Town Property”); and

WHEREAS, the County is the fee simple owner of 1,742 square feet of real property located within 6350 Lake Patricia Drive, Miami Lakes, Florida, bearing Folio No. 32-2024-003-2720 (hereinafter, the “County Property”), as depicted and legally described in Exhibit “A”; and

WHEREAS, the Miami-Dade Water and Sewer Department (hereinafter, “WASD”) owns and operates Pump Station 329, which is located on the County Property; and

WHEREAS, in order to bring Pump Station 329 into compliance with the requirements and regulations set forth by United States Environmental Protection Agency (USEAP), the County must complete upgrades to Pump Station 329 by December 31, 2025; and

WHEREAS, as part of the upgrades, the County is proposing to remove and relocate Pump Station 329, at its sole cost and expense, to an area within the Town Property that would provide WASD with better access to the new upgraded Pump Station 329 and would decrease the number of disruptions to the Town Property; and

WHEREAS, the County will also design and construct the upgraded Pump Station 329 to provide greater sewer capacity to the surrounding area; and

WHEREAS, in order to accommodate the relocation of the new upgraded Pump Station 329, the Town has agreed to convey a portion of the parcel of the Town Property to the County; and

WHEREAS, the parcel to be conveyed by the Town to the County (the “Town Parcel”) totals 1,742 square feet and is depicted and legally described in Exhibit “B”; and

WHEREAS, in exchange for the Town conveying the Town Parcel to the County, the County will convey the County Property to the Town at no cost to either Party; and

WHEREAS, the Parties acknowledge and agree that the property exchange involves properties of similar size and value; and

WHEREAS, pursuant to Section 125.37, Florida Statutes, the Town desires to convey the Town Parcel to the County in exchange for the County conveying the County Property to the Town; and

WHEREAS, the County will fund all costs associated with the upgrades, removal and relocation of Pump Station 329 and will own, operate and maintain Pump Station 329 going forward; and

WHEREAS, the Town will convey the Town Parcel to the County immediately upon execution of this Agreement so that the County can begin relocation of Pump Station 329; and

WHEREAS, upon completion of the relocation of Pump Station 329 and upon receiving certification of the new Pump Station 329 from the Miami-Dade County Department of Regulatory and Economic Resources ("RER"), the County will convey the County Property to the Town within ninety (90) days from receipt of the RER certification,

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

TERMS:

1. INCORPORATION OF RECITALS.

The foregoing Recitals are true and correct and are incorporated herein by reference. If there is a conflict between any of the Recitals and the Terms of this Agreement, the Terms set forth below shall control.

2. PROPERTY TO BE EXCHANGED AND INTEREST CONVEYED.

A) The County Property.

The County hereby promises and agrees to convey to the Town by County Deed the County Property, which bears the following legal description:

A portion of Tract C and Tract P-3 of "Miami Lakes-Section One", according to the plat thereof as recorded in Plat Book 75, Page 35, of the Public Records of Miami-Dade County, Florida:

Commence at the southeast corner of said Tract P-3; thence along the east boundary of said Tract P-3, North 00*00'00" west 15.19 feet to the point of beginning, thence south 90*00'00" west 92.00 feet; thence along the east boundary of said Tract C, North 00*00'00" west 4.81 feet; thence south 90*00'00" west 60.42 feet; thence north 00*00'00" west 15.00 feet; thence north 90*00'00" east 60.42 feet; thence along said east boundary of Tract C, south 00*00'00" east 12.00 feet; thence North 90*00'00" east 38.20 feet; thence North 00*00'00" west 2.19 feet; thence North 90*00'00" east 53.80 feet; thence along said east boundary of said Tract P-3, South 00*00'00" East 10.00 feet to the point of beginning.

Said lands situate, lying and being in Miami-Dade County, Florida and Containing 1,743 square feet, more or less, by calculations (0.040 acres).

B) The Town Parcel.

The Town hereby promises and agrees to convey to the County by Town Deed the Town Property, which bears the following legal description:

A portion of Tract C and Tract P-3 of "Miami Lakes-Section One", According to the plat thereof as recorded in Plat Book 75, Page 35, of the Public Records of Miami-Dade County, Florida.

Begin at the southwest corner of said Tract C; thence along the west boundary of said Tract C, North 00*00'00" West 12.00 Feet; thence along the north boundary of said Tract C, North 90*00'00" East 5.00 Feet; thence North 00*00'00" West 3.00 Feet; thence north 90*00'00" East 52.57 Feet; thence South 00*00'00" East 32.00 Feet; these South 90*00'00" West 52.57 Feet; thence North 00*00'00" West 17.00 Feet; thence Along the South Boundary of said Tract C, South 90*00'00" West 5.00 Feet to the point of Beginning.

Said lands situate, lying, and being in Miami-Dade County, Florida and containing 1742 square feet (0.040 Acres) more or less.

3. NO CASH CONSIDERATION.

For purposes of this Agreement, it is understood and agreed that no cash consideration will be paid by either Party.

4. FAIR EXCHANGE OF PROPERTIES.

The County and the Town agree it is the intent of the Parties hereto that this transaction does not represent individual sales of properties, but to the contrary, it is one interdependent transaction, constituting a fair exchange of properties for good and valuable consideration. A diagram showing both parcels relative to one another within the Town Property is attached hereto as Exhibit "C".

5. PROPERTY AND POSSESSION.

Immediately upon execution of this Agreement by both Parties, the Town will deliver to the County a fully executed Town Deed in substantially the same form as attached hereto as Exhibit "D" for the Town Property in "AS IS, WHERE IS CONDITION."

The County will deliver to the Town a fully executed County Deed for the County Property within ninety (90) days after the completion of the Pump Station 329 upgrades and receipt of RER certification. The County Deed will be in substantially the form attached hereto as Exhibit "E".

6. DISCLOSURE.

The County warrants that there are no facts which materially and adversely affect the value of the County Property, the physical conditions of the County Property and/or which would inhibit, prevent or discourage the Town or any future Town from utilizing the County Property for the Town's intended and anticipated uses.

The Town warrants that there are no facts which materially and adversely affect the value of the Town Parcel, the physical conditions of the Town Parcel and/or which would inhibit, prevent or discourage the Town or any future County from utilizing the Town Parcel for the County's intended and anticipated uses.

7. LITIGATION.

If the Town or the County incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be entitled to recover any and all such costs and expenses, including but not limited to, court costs and reasonable attorney fees incurred during litigation, including any trials and appeals.

8. NO WAIVER OF SOVEREIGN IMMUNITY.

Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the Town or the County's immunity, sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

9. ASSIGNMENT.

The Agreement shall not be assigned, transferred or otherwise conveyed to any other Party in whole or in part, without prior written consent of both the County and the Town.

10. NOTICES.

Any notice required or permitted to be given under this Agreement, unless otherwise agreed to herein, shall be delivered by hand, by electronic mail, by the United States Post Office, sent Certified Mail, Return Receipt Requested, postage pre-paid, signature confirmation upon

delivery, and addressed as described below, and all such notices will be deemed effective or received only upon receipt or refusal of delivery.

Notice to the Town: Edward Pidermann, Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
pidermanne@miamilakes-fl.gov

With a copy to: Raul Gastesi, Esq., Town Attorney
8105 N.W. 155 Street
Miami Lakes, FL 33016
rgastesi@gastesi.com

Notice to the County: Miami-Dade County
Water and Sewer Department
Roy Coley, Director
3071 SW 38 Avenue
Miami, Florida 33147
Roy.Coley@miamidade.gov

With a copy to: Miami-Dade County
Patty Palomo, Chief, Intergovernmental Affairs
3071 SW 38 Avenue, Suite 156
Miami, Florida 33128
patty.palomo@miamidade.gov

11. SUCCESSOR IN INTEREST.

All of the terms of this Agreement, including but not limited to, the representations, warranties and covenants of the Parties, shall be binding upon and shall inure to the benefit of the Parties and their respective successors, administrators and assigns.

12. ENTIRE AGREEMENT AND MODIFICATION.

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior agreements or representations relating to its subject matter. This Agreement cannot be amended, modified, or altered, except by written agreement executed by all the Parties.

13. GOVERNING LAW.

This Agreement has been negotiated and executed in Florida. The Parties hereby agree that this Agreement shall be construed and governed in accordance with the laws of the State of Florida, without application of conflict of laws principles, and venue shall be in Miami-Dade County, Florida.

14. SAVINGS CLAUSE.

In the event any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, ineffective, unenforceable or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

15. NUMBERS AND GENDER.

Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

16. HEADINGS.

The headings or captions in this Agreement are inserted for the convenience of reference only and shall not be deemed to alter any provision of this Agreement or affect its meaning or construction.

17. EXHIBITS.

All references in this Agreement to exhibits, schedules, paragraphs, subparagraphs and sections refer to the respective subdivisions of this Agreement, unless the reference expressly identifies another document.

18. BROKERAGE.

There are no brokerage fees or commissions payable with respect to the conveyance of the County Property to the Town and/or of the Town Property to the County.

19. SURVIVAL.

All representations and warranties made in the Agreement, and all obligations in this Agreement, which by their terms must be performed after the transfer or conveyance, shall survive the transfer or conveyance.

20. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and by each Party on a separate but identical counterpart, each of which, when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first hereinabove written, and they intend to be legally bound hereby to all of the terms and conditions of this Agreement.

TOWN OF MIAMI LAKES, A
FLORIDA MUNICIPAL CORPORATION

By: Joshua Dieguez
Josh Dieguez, Mayor

ATTEST:

Gina M. Inguanzo
Gina M. Inguanzo,
Town Clerk

Approved as to Form:

Raul Gastesi, Esq.
Raul Gastesi, Esq.,
Town Attorney

Lorenzo Cobiella, Esq.
Lorenzo Cobiella, Esq.

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

By: _____
Daniela Levine Cava
County Mayor

ATTEST:

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER

By: _____
(Deputy Clerk Signature)

Print Name: _____ Date: _____

Approved for form and legal sufficiency:

Assistant County Attorney

EXHIBIT A



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 6/12/2023

Property Information	
Folio:	32-2024-003-2720
Property Address:	6350 LAKE PATRICIA DR Miami Lakes, FL 33014-3079
Owner	MIAMI-DADE COUNTY WATER AND SEWER
Mailing Address	3071 SW 38 AVE MIAMI, FL 33148-1520
PA Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	224 Sq.Ft
Lot Size	1,742 Sq.Ft
Year Built	1962



Assessment Information			
Year	2022	2021	2020
Land Value	\$3,484	\$3,484	\$3,484
Building Value	\$4,528	\$3,984	\$3,984
XF Value	\$0	\$0	\$0
Market Value	\$8,012	\$7,468	\$7,468
Assessed Value	\$8,012	\$7,468	\$7,440

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction			\$28
County	Exemption	\$8,012	\$7,468	\$7,440

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
24 52 40 .04 AC MIAMI LAKES SEC ONE PB 75-35 TRACT C LOT SIZE 1742 SQ FT F/A/JU 30-2024-003-2720

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$8,012	\$7,468	\$7,440
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$8,012	\$7,468	\$7,468
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$8,012	\$7,468	\$7,440
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$8,012	\$7,468	\$7,440
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

MIAMI-DADE COUNTY
SEC.24-TWN.52S-RGE.40E

EXHIBIT 'A'
THIS DOCUMENT IS
NOT VALID WITHOUT
ALL SHEETS

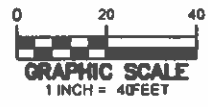
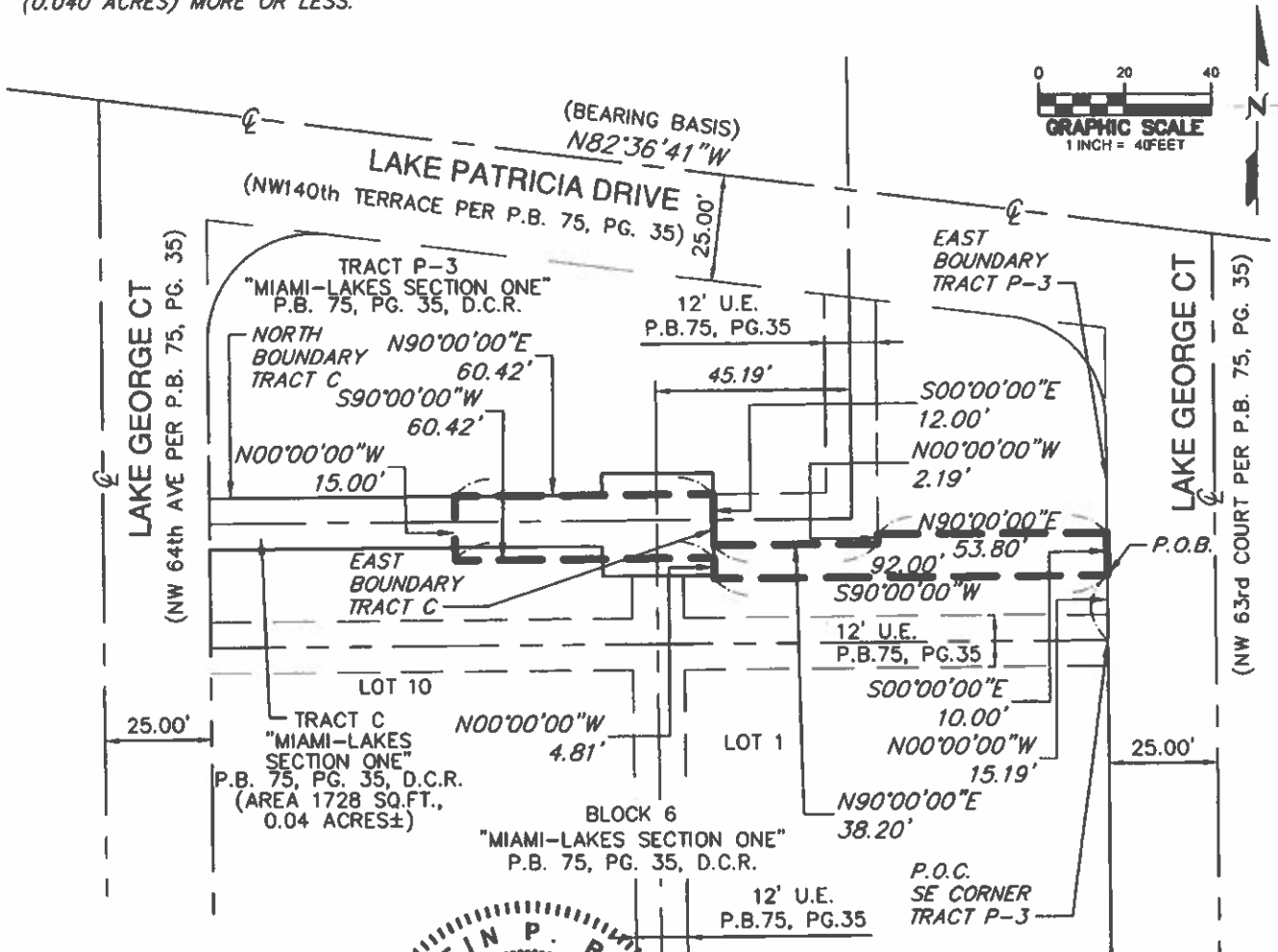
LEGAL DESCRIPTION:

A PORTION OF TRACT C AND TRACT P-3 OF "MIAMI LAKES-SECTION ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 75, PAGE 35, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

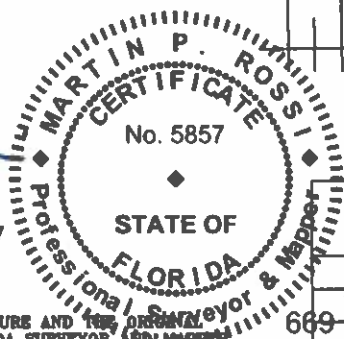
COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT P-3; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT P-3, NORTH 00°00'00" WEST 15.19 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90°00'00" WEST 92.00 FEET; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT C, NORTH 00°00'00" WEST 4.81 FEET; THENCE SOUTH 90°00'00" WEST 60.42 FEET; THENCE NORTH 00°00'00" WEST 15.00 FEET; THENCE NORTH 90°00'00" EAST 60.42 FEET; THENCE ALONG SAID EAST BOUNDARY OF TRACT C, SOUTH 00°00'00" EAST 12.00 FEET; THENCE NORTH 90°00'00" EAST 38.20 FEET; THENCE NORTH 00°00'00" WEST 2.19 FEET; THENCE NORTH 90°00'00" EAST 53.80 FEET; THENCE ALONG SAID EAST BOUNDARY OF SAID TRACT P-3, SOUTH 00°00'00" EAST 10.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 1743 SQUARE FEET (0.040 ACRES) MORE OR LESS.



Martin P. Rossi

MARTIN P. ROSSI, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 5857
2747 N ANDREWS WAY,
FT. LAUDERDALE, FL 33309
Date:



THIS IS NOT A BOUNDARY SURVEY

6350 LAKE PATRICIA DRIVE

MIAMI LAKES, MIAMI-DADE COUNTY, FL 33014

FOR MIAMI-DADE WATER AND SEWER DEPARTMENT

DATE: MARCH 28, 2023

SCALE: 1"=40'

DRAWN BY: L.P.

2 OF 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER

EXHIBIT B



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/24/2024

PROPERTY INFORMATION

Folio	32-2024-003-2750
Property Address	0 , FL
Owner	TOWN OF MIAMI LAKES
Mailing Address	8004 NW 154 ST PMB#378 MIAMI LAKES, FL 33016
Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	15,682 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	\$32,932	\$31,364	\$31,364
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$32,932	\$31,364	\$31,364
Assessed Value	\$32,932	\$31,364	\$31,364

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021
Municipal	Exemption	\$32,932	\$31,364	\$31,364

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

24 52 40 .36 AC
MIAMI LAKES SEC ONE PB 75-35
TRACT P-3
LOT SIZE 15682 SQUARE FEET
F/A/J 30-2024-003-2750

TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	\$32,932	\$31,364	\$31,364
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$32,932	\$31,364	\$31,364
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$32,932	\$31,364	\$31,364
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$32,932	\$31,364	\$31,364
Taxable Value	\$0	\$0	\$0

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
06/06/2011	\$0	27713-2240	Federal, state or local government agency

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SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

MIAMI-DADE COUNTY
SEC.24-TWN.52S-RGE.40E

EXHIBIT 'B'
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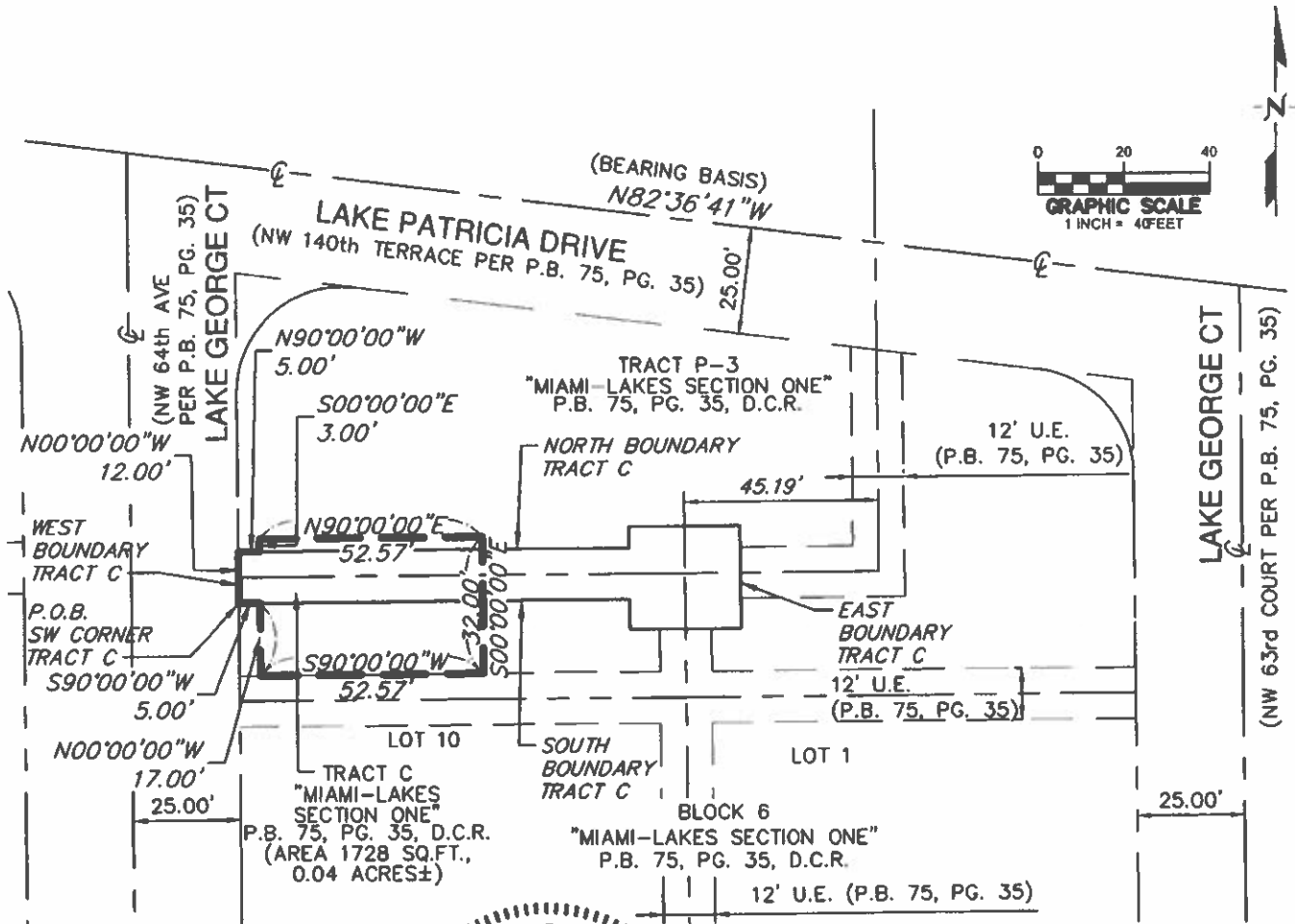
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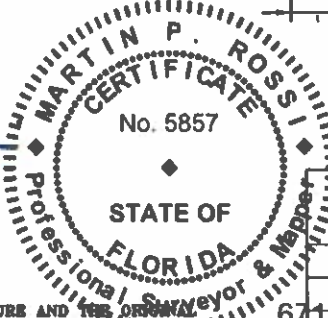
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT C; THENCE ALONG THE WEST BOUNDARY OF SAID TRACT C, NORTH 00°00'00" WEST 12.00 FEET; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT C, NORTH 90°00'00" EAST 5.00 FEET; THENCE NORTH 00°00'00" WEST 3.00 FEET; THENCE NORTH 90°00'00" EAST 52.57 FEET; THENCE SOUTH 00°00'00" EAST 32.00 FEET; THENCE SOUTH 90°00'00" WEST 52.57 FEET; THENCE NORTH 00°00'00" WEST 17.00 FEET; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT C, SOUTH 90°00'00" WEST 5.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING CONTAINING 1742 SQUARE FEET (0.040 ACRES) MORE OR LESS.



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State of Florida - License No. 5857
2747 N ANDREWS WAY,
FT. LAUDERDALE, FL 33309
Date:



THIS IS NOT A BOUNDARY SURVEY
6350 LAKE PATRICIA DRIVE
MIAMI LAKES, MIAMI-DADE COUNTY, FL 33014
FOR MIAMI-DADE WATER AND SEWER DEPARTMENT
DATE: MARCH 28, 2023 SCALE: 1"=40'
DRAWN BY: L.P. 2 OF 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER

EXHIBIT D

Return to:

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

Folio No. 32-2024-003-2750

TOWN DEED

THIS DEED, made this _____ day of _____, A.D. 20____, by and between **THE TOWN OF MIAMI LAKES**, a municipal corporation of the State of Florida, whose address is: 6601 Main Street, Miami Lakes Florida, 33014, party of the first part, and **MIAM-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is: Suite 220, Miami-Dade Government Center, 111 N.W. 1 Street, Miami, Florida 33128-1970, party of the second part,

WITNESSETH:

THAT the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors, and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

A portion of Tract "C" and Tract P-3 of "MIAMI LAKES-SECTION ONE", according to the plat thereof, as recorded in Plat Book 75, Page 35 of the Public Records of Miami-Dade County, Florida.

Begin at the southwest corner of said Tract C; thence along the west boundary of said Tract C, North 00*00'00" West 12.00 Feet; thence along the north boundary of said Tract C, North 90*00'00" East 5.00 Feet; thence North 00*00'00" West 3.00 Feet; thence north 90*00'00" East 52.57 Feet; thence South 00*00'00" East 32.00 Feet; these South 90*00'00" West 52.57 Feet; thence North 00*00'00" West 17.00 Feet; thence Along the South Boundary of said Tract C, South 90*00'00" West 5.00 Feet to the point of Beginning.

Said lands situate, lying, and being in Miami-Dade County, Florida and containing 1742 square feet (0.040 Acres) more or less.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

This grant conveys only the interest of the Mayor and its Town Council in the property 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 Mayor, acting by the Council of said Board, the day and year aforesaid.

ATTEST: GINA M. INGUANZO, TOWN CLERK By: _____ Town Clerk Date: _____	TOWN OF MIAMI LAKES, FLORIDA , a political subdivision of the State of Florida, BY ITS MAYOR By: _____ Manny Cid, Mayor
---	---

The foregoing was authorized and approved by Resolution No. _____ of the Town Council of Town of Miami Lakes, Florida, on the _____ day of _____, A.D. 20_____.

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

MIAMI-DADE COUNTY
SEC.24-TWN.52S-RGE.40E

EXHIBIT 'B'
THIS DOCUMENT IS
NOT VALID WITHOUT
ALL SHEETS

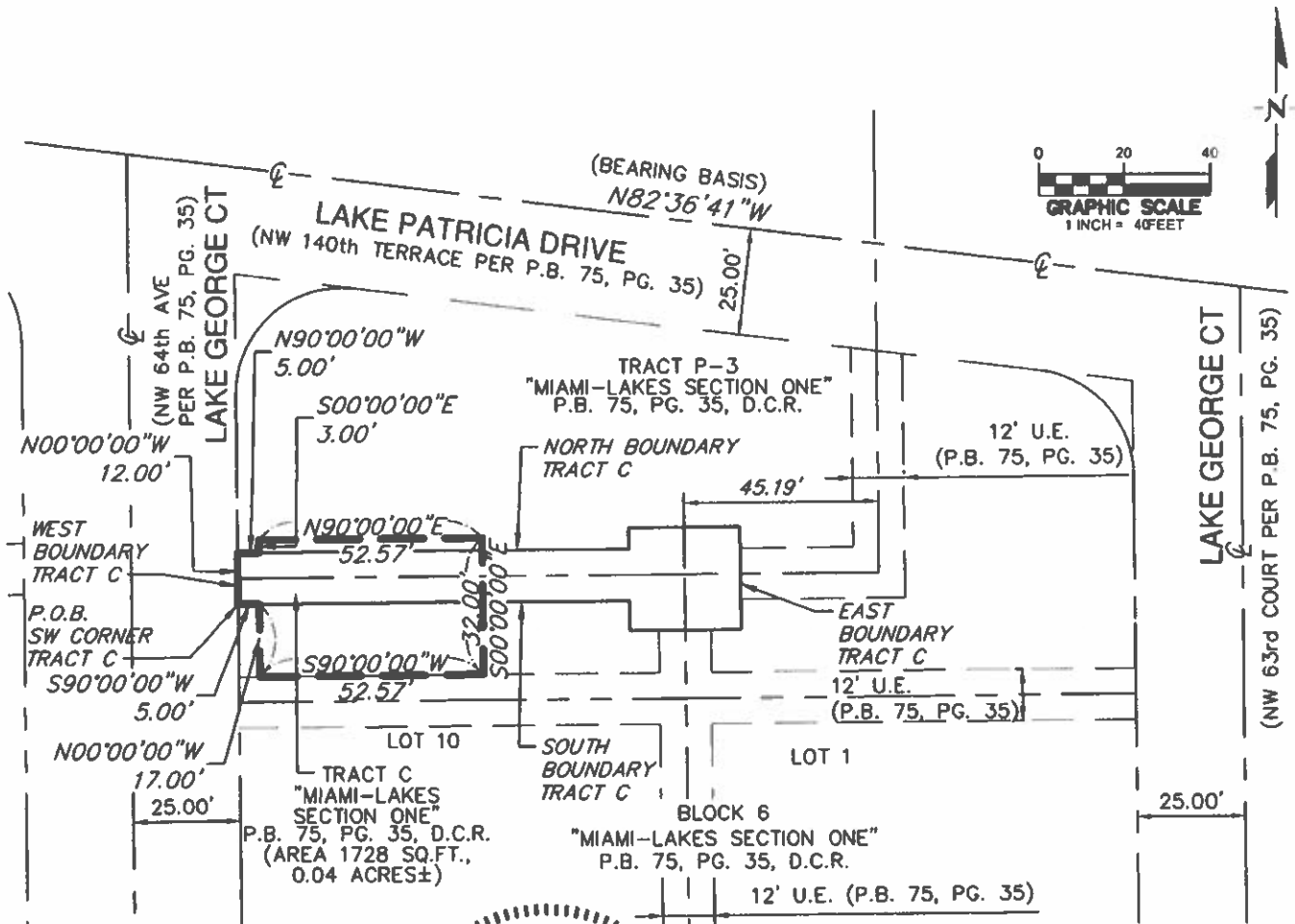
LEGAL DESCRIPTION:

A PORTION OF TRACT C AND TRACT P-3 OF "MIAMI LAKES-SECTION ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 75, PAGE 35, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA,

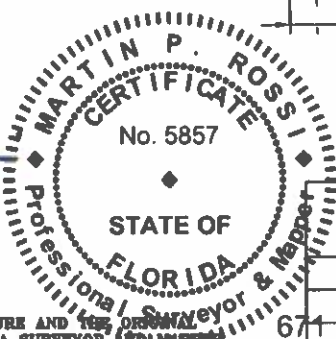
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT C; THENCE ALONG THE WEST BOUNDARY OF SAID TRACT C, NORTH 00°00'00" WEST 12.00 FEET; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT C, NORTH 90°00'00" EAST 5.00 FEET; THENCE NORTH 00°00'00" WEST 3.00 FEET; THENCE NORTH 90°00'00" EAST 52.57 FEET; THENCE SOUTH 00°00'00" EAST 32.00 FEET; THENCE SOUTH 90°00'00" WEST 52.57 FEET; THENCE NORTH 00°00'00" WEST 17.00 FEET; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT C, SOUTH 90°00'00" WEST 5.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING CONTAINING 1742 SQUARE FEET (0.040 ACRES) MORE OR LESS.



Martin P. Rossi
MARTIN P. ROSSI, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 5857
2747 N ANDREWS WAY,
FT. LAUDERDALE, FL 33309
Date:



THIS IS NOT A BOUNDARY SURVEY

6350 LAKE PATRICIA DRIVE
MIAMI LAKES, MIAMI-DADE COUNTY, FL 33014
FOR MIAMI-DADE WATER AND SEWER DEPARTMENT

DATE: MARCH 28, 2023	SCALE: 1"=40'
DRAWN BY: L.P.	2 OF 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER

EXHIBIT E

Return to:

Miami-Dade Water and Sewer Department
3071 S.W. 38 Avenue, Room 152
Miami, FL 33146
c/o Patty Palomo

Folio No. 32-2024-003-2720

COUNTY DEED

THIS DEED, made this ____ day of _____, A.D. 20__ , by and between **MIAM-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is: Suite 220, Miami-Dade Government Center, 111 N.W. I Street, Miami, Florida 33128-1970, party of the first part, and **THE TOWN OF MIAMI LAKES**, a municipal corporation of the State of Florida, whose address is: 6601 Main Street, Miami Lakes, Florida, 33014, party of the second part,

WITNESSETH:

TUAT the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors, and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

A portion of Tract "C" and Tract "P-3" of "MIAMI LAKES-SECTION ONE", according to the plat thereof, as recorded in Plat Book 75, Page 35 of the Public Records of Miami-Dade County, Florida.

Commence at the southeast corner of said Tract P-3; thence along the east boundary of said Tract P-3, North 00*00'00" west 15.19 feet to the point of beginning, thence south 90*00'00" west 92.00 feet; thence along the east boundary of said Tract C, North 00*00'00" west 4.81 feet; thence south 90*00'00" west 60.42 feet; thence north 00*00'00" west 15.00 feet; thence north 90*00'00" east 60.42 feet; thence along said east boundary of Tract C, south 00*00'00" east 12.00 feet; thence North 90*00'00" east 38.20 feet; thence North 00*00'00" west 2.19 feet; thence North 90*00'00" east 53.80 feet; thence along said east boundary of said Tract P-3, South 00*00'00" East 10.00 feet to the point of beginning.

Said lands situate, lying, and being in Miami-Dade County, Florida and containing 1743 square feet (0.040 Acres) more or less.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

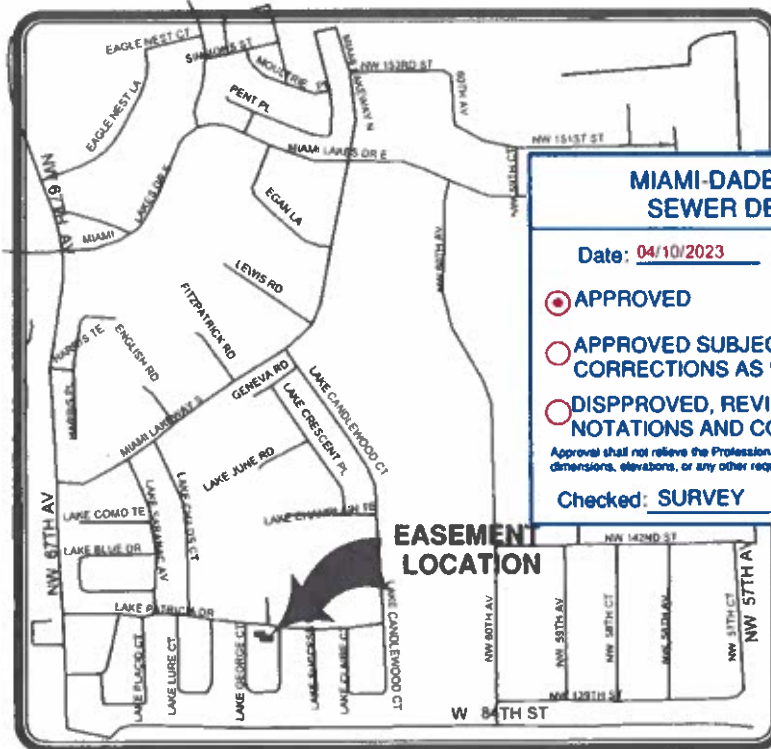
IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chairman or Vice-Chairman of said Board, the day and year aforesaid.

ATTEST:	MIAMI-DADE COUNTY, FLORIDA,
JUAN FERNANDEZ-BARQUIN,	a political subdivision of the State of
CLERK OF SAID BOARD	Florida,
	BY ITS BOARD OF COUNTY
	COMMISSIONERS
By: _____	By: _____
Deputy Clerk	Anthony Rodriguez, Chairman
Print Name: _____	
Date: _____	

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

**SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
LOCATION MAP
MIAMI-DADE COUNTY
SEC.24-TWN.52S-RGE.40E**

**EXHIBIT 'A'
THIS DOCUMENT IS
NOT VALID WITHOUT
ALL SHEETS**



NOT TO SCALE

MIAMI-DADE WATER AND SEWER DEPARTMENT

Date: 04/10/2023

APPROVED

APPROVED SUBJECT TO NOTATIONS AND CORRECTIONS AS INDICATED

DISAPPROVED, REVISE AS INDICATED BY NOTATIONS AND CORRECTIONS, AND RESUBMIT

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions, elevations, or any other requirements of the design.

Checked: SURVEY Reviewed: Jose B.

SURVEYOR NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS "SKETCH & LEGAL DESCRIPTION" HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON.
3. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENT(S) OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.
4. BEARINGS ARE BASED ON A PLAT BEARING OF N82°36'41"W ALONG THE CENTER LINE OF LAKE PATRICIA DRIVE, ALL DISTANCES AS SHOWN ARE BASED ON THE US SURVEY FOOT.
5. SURVEY REFERENCES (ALL FROM MIAMI-DADE PUBLIC RECORDS):
 - a. PLAT BOOK 75, PAGE 35
6. SINCE NO OTHER INFORMATION WAS FURNISHED OTHER THAN WHAT IS CITED IN THE SOURCES OF DATA, THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

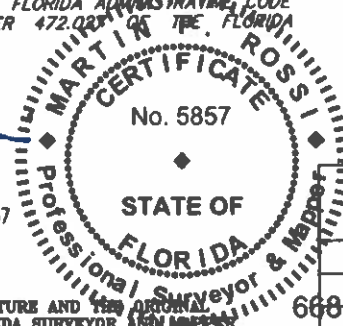
ABBREVIATIONS:

- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- P.B. - PLAT BOOK
- PG. - PAGE
- D.C.R. - MIAMI-DADE COUNTY RECORDS
- SQ.FT. - SQUARE FEET
- ℄ - CENTERLINE

I HEREBY CERTIFY THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEVE AND FURTHER, THAT SAID SKETCH MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA PURSUANT TO RULE 5J-17, FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472 OF THE FLORIDA STATUTES.

Martin P. Rossi

MARTIN P. ROSSI, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 5857
2747 N ANDREWS WAY,
FT. LAUDERDALE, FL 33309
Date: _____



Martin P Rossi Digitally signed by Martin P Rossi
Date: 2023.04.04 07:32:57 -04'00'

THIS IS NOT A BOUNDARY SURVEY

**6350 LAKE PATRICIA DRIVE
MIAMI LAKES, MIAMI-DADE COUNTY, FL 33014**

FOR MIAMI-DADE WATER AND SEWER DEPARTMENT

DATE: MARCH 28, 2023

SCALE: N.T.S.

DRAWN BY: L.P.

1 of 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER

668

EXHIBIT 2

ORDINANCE NO. 24-333

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA; APPROVING THE DEVISING OF CERTAIN LAND OWNED BY THE TOWN OF MIAMI LAKES IN CONSIDERATION FOR LAND OWNED BY MIAMI-DADE COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) owns certain land where Miami-Dade County maintains owns certain property which is maintained for the operation of a pump-station; and

WHEREAS, Miami-Dade County desires to relocate the pump-station to another near-by location better described in the plans marked Exhibit “A”; and

WHEREAS, if granted, this transfer will “free-up” green space that is currently unavailable for Town use; and

WHEREAS, pursuant to the Town of Miami Lakes Charter, Section 4.3, any conveyance of land must be done by Ordinance; and

WHEREAS, the Town Council believes that it is in the Town’s best interest to executed this land exchange with Miami-Dade County.

WHEREAS, on October 29, 2024 the Town Council met and passed the proposed Ordinance in Second Reading; and

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES AS FOLLOWS:

Section 1. **Recitals.** Each of the above stated recitals is true and correct and is incorporated herein by this reference.

Section 2. Approving the Conveyance of Land. The Town Council hereby approves the conveyance of a real property and the acceptance of land from Miami-Dade County as further described in Exhibit “A.”

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Providing for Authority. The Town Council hereby provides the Town Manager, or his assign, and the Town Attorney, or his assign, with authority to negotiate and executed any document(s) as may be necessary to effectuate this agreement in substantially the same form as attached hereto as Exhibit “A.”

Section 5. Expenditure of Budgeted Funds. The Town Council approves the expenditure of budgeted funds, as necessary, to carry out this Ordinance.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon its adoption on second reading.

Additions to the Ordinance in First Reading shall be reflected by underlined, and deletions shall be reflected as ~~strike-throughs~~. Additions to the Ordinance between first reading and second reading shall be reflected by a double underline, and deletions between first reading and second reading shall be reflected by a ~~double-strike through~~.

FIRST READING

The foregoing ordinance was offered by Councilmember Collazo who moved its adoption on first reading. The motion was seconded by Councilmember Dieguez and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	No
Vice Mayor Tony Fernandez	Yes
Councilmember Luis E. Collazo	Yes
Councilmember Josh Dieguez	Yes
Councilmember Ray Garcia	No
Councilmember Bryan Morera	Yes
Councilmember Marilyn Ruano	Yes

Passed on first reading this 15th day of October 2024

Additions to the Ordinance in First Reading shall be reflected by underlined, and deletions shall be reflected as ~~strike throughs~~. Additions to the Ordinance between first reading and second reading shall be reflected by a double underline, and deletions between first reading and second reading shall be reflected by a ~~double strike through~~.

SECOND READING

The foregoing ordinance was offered by Vice Mayor Fernandez who moved its adoption on second reading. The motion was seconded by Councilmember Ruano and upon being put to a vote, the vote was as follows:

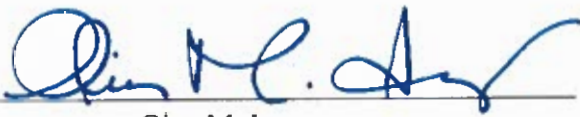
Mayor Manny Cid	No
Vice Mayor Tony Fernandez	Yes
Councilmember Luis E. Collazo	Yes
Councilmember Josh Dieguez	Yes
Councilmember Ray Garcia	Yes
Councilmember Bryan Morera	Yes
Councilmember Marilyn Ruano	Yes

Passed and adopted on second reading this 29th of October 2024.



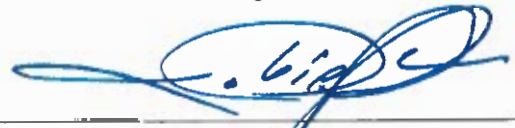
Manny Cid
MAYOR

Attest:



Gina M. Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:



Lorenzo Cabiella
Gastesi, Lopez and Mestre, PLLC
DEPUTY TOWN ATTORNEY

Additions to the Ordinance in First Reading shall be reflected by underlined, and deletions shall be reflected as ~~strike throughs~~. Additions to the Ordinance between first reading and second reading shall be reflected by a double underline, and deletions between first reading and second reading shall be reflected by a ~~double strike through~~.



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: May 6, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(2)

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**
- Statement of social equity required**
- Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- No committee review**
- Applicable legislation requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved David La Laine Carr Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(2)
5-6-25

RESOLUTION NO. R-405-25

RESOLUTION APPROVING, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, AN AGREEMENT TO EXCHANGE PROPERTY BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES FOR THE PURPOSE OF EXCHANGING 1,742 SQUARE FEET OF PROPERTY OWNED BY THE COUNTY AT 6350 LAKE PATRICIA DRIVE, MIAMI LAKES, FLORIDA, FOR 1,742 SQUARE FEET OF PROPERTY OWNED BY THE TOWN OF MIAMI LAKES AT 6350 LAKE PATRICIA DRIVE, MIAMI LAKES, FLORIDA; WAIVING CERTAIN PROVISIONS OF IMPLEMENTING ORDER 8-4; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE EXCHANGE OF PROPERTY AGREEMENT, TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAME; AND AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN OF THE BOARD TO EXECUTE A COUNTY DEED AND TO ACCEPT CONVEYANCE OF THE PROPERTY TO BE RECEIVED FROM THE TOWN OF MIAMI LAKES

WHEREAS, Miami-Dade County (the "County") is the owner of real property, bearing Folio Number 32-2024-003-2720, located within 6350 Lake Patricia Drive, Miami Lakes, Florida; and

WHEREAS, the Town of Miami Lakes (the "Town") is the owner of real property, bearing Folio Number 32-2024-003-2750, located at 6350 Lake Patricia Drive, Miami Lakes, Florida; and

WHEREAS, in order to comply with the Consent Decree between the County, the United States Environmental Protection Agency, the State of Florida and the Florida Department of Environmental Protection entered into by the parties in 2013 (the "Consent Decree"), the Miami-Dade Water and Sewer Department ("WASD") must upgrade Pump Station 329 by December 31, 2026; and

WHEREAS, the County Property is a sliver of property, approximately 1,742 square feet in size, that is located within the Town Property at 6350 Lake Patricia Drive, Miami Lakes, Florida (the “County Property”), as more specifically described on Exhibit A to the Agreement to Exchange Property attached to the accompanying County Mayor’s memorandum as Exhibit 1; and

WHEREAS, the Town Property, as more specifically described on Exhibit B to the Agreement to Exchange Property attached to the accompanying County Mayor’s memorandum as Exhibit 1, is another sliver of property, approximately 1,742 square feet in size, that is located within the Town Property at 6350 Lake Patricia Drive, Miami Lakes, Florida (the “Town Property”); and

WHEREAS, in order to upgrade, and, in the future, have better access to Pump Station 329 for purposes of operation and maintenance, the County and the Town have determined that relocating Pump Station 329 to the Town Property would be beneficial for both the County and the Town; and

WHEREAS, for this reason, the County and the Town seek to exchange the County Property and Town Property; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor’s memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the Board desires to waive the requirements of Implementing Order 8-4 as it relates to the administrative review and determinations by the County Mayor and the County’s People and Internal Operations Department (“PIOD”) and the Regulatory and Economic Resources Department (“RER”),

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The Board adopts and incorporates the foregoing recitals and accompanying County Mayor's memorandum as if fully set forth herein.

Section 2. The Board hereby approves, pursuant to section 125.37, Florida Statutes, conveyance of the County Property to the Town in exchange for conveyance of the Town Property to the County. The Town shall immediately convey the Town Property to the County via the Town Deed, in substantially the form attached as Exhibit D to the Agreement to Exchange Property, and the County shall convey the County Property to the Town via County Deed, in substantially the form attached as Exhibit E to the Agreement to Exchange Property, within 90 days of WASD receiving certification of the relocated Pump Station 329 from the County's Department of Regulatory and Economic Resources..

Section 3. The Board: (1) finds that, pursuant to section 125.37, Florida Statutes: (a) after Pump Station 329 has been constructed on the Town Property, the County will not need the County Property for County purposes, and (b) conveyance of the County Property to the Town in exchange for conveyance of the Town Property to the County is in the best interests of the County; and (2) waives the provisions of Implementing Order 8-4 regarding the administrative review process, findings and memoranda by the County Mayor and the County's PIOD and RER Departments.

Section 4. The Board authorizes the County Mayor or County Mayor's designee to execute the Agreement to Exchange Property with the Town, in substantially the form attached to the accompanying County Mayor's memorandum as Exhibit 1.

Section 5. The Board authorizes the Chairman or the Vice Chairman to execute and deliver a statutory County Deed conveying the County Property and authorizes the Chairman or Vice Chairman to accept a Town Deed from the Town conveying the Town Property and to file said deed in the public records of Miami-Dade County.

Section 6. Pursuant to Resolution No. R-974-09, this Board: (a) directs the County Mayor or County Mayor’s designee to record said instruments of conveyance accepted herein in the public records of Miami-Dade County, Florida and to provide a recorded copy of the instrument to the Clerk of the Board within 30 days of execution of said instruments; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of the instrument together with this resolution.

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

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Raquel A. Regalado	aye	Micky Steinberg	aye
District 6 - Vacant			

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of May, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis