

Office of School Facilities  
Jaime G. Torrens, Chief Facilities Officer

- SUBJECT:**
- 1) **AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN INTERLOCAL AGREEMENT (“ILA”) WITH THE CITY OF DORAL (“CITY”) TO AMEND THAT CERTAIN MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY AND FLORDADE, LLC, TO PROVIDE THAT IN LIEU OF THE REQUIRED 1,926 STUDENT STATION K-12 CHARTER SCHOOL TO BE BUILT ON AN APPROXIMATE 4-ACRE SITE LOCATED ON THE NORTHWEST CORNER OF FUTURE N.W. 102 AVENUE AND THE PROPOSED N.W. 77 TERRACE RIGHT-OF-WAY, DORAL (“SITE A”), AN APPROXIMATE 1,200 STUDENT STATION K-8 (“SCHOOL”) WILL BE BUILT, OWNED AND OPERATED BY MIAMI-DADE COUNTY PUBLIC SCHOOLS (“DISTRICT”) INSTEAD;**
  - 2) **IN ORDER TO FACILITATE CONSTRUCTION OF THE SCHOOL BY THE DISTRICT, ADOPT RESOLUTION NO. 15-062, DESIGNATING THE SCHOOL BOARD-OWNED LAND LOCATED ON THE WEST SIDE OF S.W. 157 AVENUE BETWEEN S.W. 44 STREET AND S.W. 45 STREET, UNINCORPORATED MIAMI-DADE COUNTY (“SITE B”) TO BE UNNECESSARY FOR EDUCATIONAL PURPOSES, SOLELY FOR THE EXPLICIT PURPOSE OF EXCHANGING WITH FLORDADE LLC, SITE B FOR SITE A, WITH ADDITIONAL CASH BACK TO THE BOARD;**
  - 3) **AUTHORIZE THE SUPERINTENDENT AND/OR THE CHAIR, AS APPLICABLE, TO EXECUTE ANY OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE SUBJECT TRANSACTIONS;**
  - 4) **AUTHORIZE THE SCHOOL BOARD ATTORNEY TO EXECUTE THE WAIVER OF CONFLICT LETTER FROM GREENBERG TRAUIG, WHICH FIRM IS SERVING SOLELY AS COUNSEL FOR DEVELOPER IN THIS TRANSACTION;**
  - 5) **IN THE EVENT NEGOTIATIONS ARE UNSUCCESSFUL, RESCIND RESOLUTION NO. 15-062**

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**COMMITTEE: FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC  
FRAMEWORK:**

**FINANCIAL EFFICIENCY/STABILITY**

**REVISED**

**F-1**

Introduction

The Board, at its meeting of April 15, 2015, authorized the Superintendent to explore with the City of Doral (“City”) and Flordade, LLC (“Developer”), a partnership through which the Board would build and subsequently own and operate a 1,200 student station K-8 facility on an approximate 4-acre parcel located on the northwest corner of future N.W. 102 Avenue and the proposed N.W. 77 Terrace right-of-way (“Site A”) in lieu of the currently required 1,926 student station K-12 charter school. To that end, the Board also authorized the District to explore with Developer a possible property trade, through which Site A would be exchanged for property owned by the Board on the west side of S.W. 157 Avenue between S.W. 44 Street and S.W. 45 Street (“Site B”) with additional cash to the Board; all pursuant to the governing Board policy 7315 – Disposal of Surplus Land and Other Real Property which permits the Board to dispose of such property through a trade to a private entity, provided the value of the Board-owned site is of greater or equal value.

Following the Board action, the District met with representatives of Developer and City to further discuss this possible partnership. Pursuant to the governing Board policy, the District and Developer commissioned appraisals of both parcels; the respective Market Value results are shown below.

Sites	District Commissioned Appraisals	Developer Commissioned Appraisals
A (Developer Owned)*	\$4,000,000	\$6,625,000
B (Board-Owned)**	\$6,900,000	\$4,813,000

\* Ready to Build Condition

\*\*As Is Condition

The value of Site A in the District commissioned appraisal is based on conveyance of the site to the Board fully cleared, leveled and filled to grade, with roads and utilities extended to the site, and with off-site storm water retention provided by the Developer. The value of Site B was based on its currently undeveloped condition, and will be conveyed to Developer in an “as-is” “where-is” condition, with the Developer responsible for all future development costs including but not limited to mitigation of wetlands, clearing, filling and storm water retention, as well as for complying with all applicable zoning and land use regulations.

While the Developer commissioned appraisals contain a higher value for Site A than for Site B, Developer has agreed to utilize the Market Value amounts determined by the District’s appraiser, with the difference in the two Market Values (\$2,900,000) to be provided to the District as a one-time cash payment at Closing. From this amount, \$1 million will be appropriated toward the construction of an auditorium at Miami Arts Studio 6-12 @ Zelda Glazer. This allocation will be reflected in the upcoming 2015-2016 Capital Plan.

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Based on all of the foregoing, District staff is recommending that the Board authorize the Superintendent to finalize negotiations and execute an Interlocal Agreement (“ILA”) with the City such that the current provisions in its Master Development Agreement with Developer be modified to reflect that in lieu of a proposed 1,926 student station K-12 charter school on Site A, the District will build and operate a 1,200 student station K-8

facility. Additionally, District staff is recommending that the Board authorize the exchange of (Developer-owned) Site A for (Board-owned) Site B, with cash back to the Board, as well as execute any other documents necessary to effectuate the exchange of the properties. As part of the exchange, Site B will also need to be declared unnecessary for educational purposes, solely for the explicit purpose of the subject exchange. In the event negotiations on the exchange of the sites are unsuccessful, the designation of Site B as being unnecessary for educational purposes will be rescinded.

Terms and conditions of the proposed transactions will include provisions for all required due diligence activities by the District necessary to assure the suitability of Site A for educational purposes, and also provide for an ability to terminate the agreement in the event key elements are not met, including lack of approval by the City to amend the Development Agreement, and/or lack of approval by the City of the ILA, environmental issues with Site A that cannot be resolved to the District's satisfaction and at no cost to the Board.

#### Proposed Terms and Conditions of Transaction

- The Board shall exchange Site B, as legally described in Exhibit "B", for Site A, as legally described in Exhibit "A";
- the Developer shall provide an additional \$2,900,000 to the District as a one-time cash payment at Closing, reflecting the difference in the Market Value between the two sites, and appropriated as noted above;
- the parties shall each have sixty (60) days to conduct all necessary due diligence activities, including environmental site assessments, Title work, and jurisdictional reviews;
- the two properties will be exchanged in fee simple, free and clear from all encumbrances and liens of any kind whatsoever;
- Site B (Board-owned site) will be conveyed to the Developer in its "as-is" "where-is" condition. Site A (Developer-owned) will be conveyed to the Board with all required mitigation fees to develop the parcel in place, all water retention requirements met on the Developer's adjacent parent tract, all rights-of-way and roads abutting the property in place, de-mucked and filled in accordance with District specifications, which includes permitting and payment of any required wetland mitigation fees, and fenced to the District's specifications. The Board shall have the right to monitor, inspect and approve this site development work to ensure it is performed in accordance with District specifications;
- the exchange Closing is anticipated to take place prior to November 30, 2015, unless otherwise extended by mutual agreement of both parties. An out date for Closing acceptable to both parties will be included in the final Exchange Agreement. Approval of the ILA by the City and completion of all site development conditions to be provided by the Developer shall be satisfied prior

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to Closing;

- the Exchange Agreement may be terminated, in the event of any of the following occurrences:
  - o Either party may terminate in the event of Title issues which are unable to be cured, or accepted by the other party as a Title defect;
  - o Either party may terminate prior to the end of the sixty (60) day due diligence period, if, in its sole and absolute discretion, that party does not desire to accept the exchange of properties;
  - o The Board may terminate in the event the Developer does not receive all governmental and quasi-governmental approvals for the required development improvements on Site A;
  - o The Board may terminate in the event all necessary jurisdictional approvals for the siting of a school on Site A (e.g. Miami-Dade Aviation Department restrictions, environmental or archeological restrictions, etc.) are not received;
  - o Either party may terminate in the event of damage or destruction to, or the taking by eminent domain of, the other parties parcel; and
  - o Either party may terminate in the event the City fails to amend its Master Development Agreement with Developer and fails to approve the ILA, both of which are required in order to allow Site A to be developed, owned and operated by the Board.
  
- in the event of default by either party, which default is not cured, the non-defaulting party shall be entitled to all remedies available at law or in equity, which may include, but not be limited to, the right to damages and/or to seek specific performance of the defaulting party's obligations; and
  
- the Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals or extensions required by the Agreement, or to cancel or terminate the Agreement.

All required documents will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, prior to execution. A copy of the appraisal reports will be submitted to the Board as supplemental information. Due to its voluminous nature, this information will be submitted in CD format, and a hard copy placed with Citizen's Information and the Recording Secretary to the Board, prior to the meeting of August 5, 2015.

Waiver of Conflict Letter

Developer and its affiliates have selected Greenberg Traurig ("GT") to serve as its legal counsel in this transaction. Greenberg Traurig has represented in the past and presently represents the Board in other unrelated transactions, but not in this one. To that end, GT has proffered a waiver of conflict letter ("GT Letter") for the Board's

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consideration and approval, a copy of which will also be submitted to the Board as supplemental information.

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**RECOMMENDED:** That The School Board of Miami-Dade County, Florida:

- 1) authorize the Superintendent to finalize negotiations and execute an Interlocal Agreement (“ILA”) with the City of Doral (“City”) to amend that certain Master Development Agreement between the City and Flordade, LLC, to provide that in lieu of the required 1,926 student station K-12 charter school to be built on an approximate 4-acre site located on the northwest corner of future N.W. 102 Avenue and the proposed N.W. 77 Terrace right-of-way, Doral (“Site A”), an approximate 1,200 student station K-8 (“School”) will be built, owned and operated by Miami-Dade County Public Schools (“District”) instead;
- 2) in order to facilitate construction of the School by the District, adopt Resolution no. 15-062, designating the School Board-owned land located on the west side of S.W. 157 Avenue between S.W. 44 street and S.W. 45 Street, unincorporated Miami-Dade County (“Site B”) to be unnecessary for educational purposes, solely for the explicit purpose of exchanging with Flordade LLC, Site B for Site A, with additional cash back to the Board;
- 3) authorize the Superintendent and/or the Chair, as applicable, to execute any other documents necessary to effectuate the subject transactions;
- 4) authorize the School Board Attorney to execute Waiver of Conflict Letter from Greenberg Traurig, which firm is serving solely as counsel for Developer in this transaction;
- 5) in the event negotiations are unsuccessful, rescind Resolution No. 15-062.

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MAL:

# EXHIBIT "A"

## LEGAL DESCRIPTION:

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 8; thence N01deg43min29secW, along the West Line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet; thence N89deg39min25secE, along a line 730.00 feet North and parallel with the South line of said Section 8, for a distance of 2597.39 feet; thence N01deg44min24secW for a distance of 546.30 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue along the last described line for a distance of 466.00 feet to a point of cusp of a circular curve to the right, concave to the Northwest; thence Southwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 89deg59min42sec, for an arc distance of 39.27 feet to a point of tangency; thence S88deg15min18secW, along the South line of a Conservation Easement as recorded in O.R.B. 25884 at page 3930 of the Public Records of Miami-Dade County, for a distance of 363.94 feet; thence S01deg44min24secE for a distance of 417.43 feet to a point on the arc of a circular curve to the left, concave to the Northeast, a radial line from said point bears N10deg31min19secE; thence Southeasterly along the arc of said curve, having for its elements a radius of 2260.00 feet, through a central angle of 09deg17min09sec, for an arc distance of 366.27 feet to a point of compound curvature of a circular curve to the left, concave to the Northwest, thence Northeasterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 92deg58min34sec, for an arc distance of 40.57 feet to the POINT OF BEGINNING.

Containing 174,242.37 Square Feet or 4.00 Acres more or less.

# EXHIBIT “B”

**PARCEL ONE:**

The South ½ of Tract 17, of MIAMI EVERGLADES LAND COMPANY SUBDIVISION SECTION 20, according to the Plat thereof, as recorded in Plat Book 2, Page 3 of the Public Records of Dade County, Florida.

**PARCEL TWO:**

Tract 19, and the North ½ Tract 18, of MIAMI EVERGLADES LAND COMPANY LIMITED SUBDIVISION, in Section 20 Township 54 South, Range 39 East, according to the Plat thereof, as recorded in Plat Book 2, Page 3 of the Public Records of Dade County, Florida.

**PARCEL THREE:**

South ½ of Tract 18, Section 20 Township 54 South, Range 39 East, of MIAMI EVERGLADES LAND COMPANY SUBDIVISION, in Plat Book 2, Page 3 of the Public Records of Dade County, Florida

**RESOLUTION NO. 15-062**

**A RESOLUTION OF THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (“BOARD”), DETERMINING THAT CERTAIN BOARD-OWNED LAND IS UNNECESSARY FOR EDUCATIONAL PURPOSES**

**WHEREAS**, the Board owns and has under its jurisdiction certain land located on the west side of S.W. 157 Avenue between S.W. 44 Street and S.W. 45 Street, unincorporated Miami-Dade County, consisting of approximately 24.7 acres (Board Site), that is capable of being utilized in the best interest of the people of Miami-Dade County; and

**WHEREAS**, after due consideration and consultation, the Board has determined that the Board Site described in Exhibit 1 attached hereto, is unnecessary for educational purposes, solely for the explicit purpose of exchanging the Board Site for an approximate 4-acre parcel located on the northwest corner of future N.W. 102 Avenue and the proposed N.W. 77 Terrace right-of-way, Doral (Subject Site); and

**WHEREAS**, in the event negotiations for the exchange of these properties are unsuccessful, the designation of the Board Site as being unnecessary for educational purposes shall be automatically rescinded.

**NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA THAT:**

SECTION 1. The above recitals are true and ratified and adopted by this reference.

SECTION 2. The School Board of Miami-Dade County, Florida, hereby designates the Board Site described in Exhibit 1 attached hereto as unnecessary for educational purposes, solely for the explicit purpose of exchanging the Board Site for the Subject Site.

SECTION 3. In the event negotiations for the exchange of these properties are unsuccessful, the designation of the Board Site as unnecessary for educational purposes shall be automatically rescinded.

SECTION 4. This Resolution shall take effect immediately upon its passage.

ADOPTED this Fifth day of August, A.D., 2015

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary



Exhibit 1 ] REVISED  
to Resolution No. 15-062

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