

RESOLUTION NO. 14-1194

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE A COVENANT AGREEMENT WITH MIAMI-DADE COUNTY FOR THE MAINTENANCE OF BEAUTIFICATION MASTER PLAN IMPROVEMENTS MADE WITHIN TOWN LIMITS ON COUNTY-OWNED ROADS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (“the Town”) is known for its beautiful tree lined streets, parks, and green spaces; and

WHEREAS, on January 14, 2014, the Town, in its commitment to become the most uniformly beautiful municipality in South Florida, passed Resolution Number 14-1170 adopting the Miami Lakes Town-Wide Beautification Master Plan; and

WHEREAS, several of the major improvements outlined in the Miami Lakes Town-Wide Beautification Master Plan such as the street treatments and landscaping occur on NW 87 Avenue and NW 67 Avenue, which are both Miami-Dade County-owned roads; and

WHEREAS, in order to proceed with the improvements on these roads, Miami-Dade County has requested that the Town execute a covenant agreement (“Covenant Agreement”) for the maintenance of the beautification master plan improvements in a form similar to that which is attached hereto as Exhibit “A;” and

WHEREAS, the final Covenant Agreement will not include streetlight maintenance as referenced in the sample agreement attached hereto as Exhibit “A;” and

WHEREAS, the final Covenant Agreement will provide the Town with the ability to make the improvements, subject to approval by County Public Works, as long as the maintenance of said improvements is handled by the Town for its life; and

WHEREAS, Staff respectfully recommends that the Town Council authorize the Town Manager to complete negotiations and execute a Covenant Agreement with Miami-Dade County for the construction and maintenance of Beautification Master Plan improvements made on County road medians and right-of-ways within the Town limits;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorizing Negotiation of Covenant Agreement. The Town Council of the Town of Miami Lakes, Florida hereby authorizes the Town Manager and/or his designee to negotiate a Covenant Agreement, to be approved as to form and legality by the Town Attorney, with Miami-Dade County for the construction and maintenance of Beautification Master Plan improvements made on County road medians and right-of-ways within the Town limits.

Section 3. Execution of Covenant Agreement. The Town Manager is hereby authorized to execute a Covenant Agreement similar to that which is attached hereto as Exhibit "A" with the condition that the final Covenant Agreement not include streetlight maintenance as referenced in the attached sample hereto as Exhibit "A" and subject to the approval of the Covenant Agreement as to form and legality by the Town Attorney.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

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Passed and adopted this 8th day of April, 2014.

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

Mayor Wayne Slaton	<u>yes</u>
Vice Mayor Manny Cid	<u>yes</u>
Councilmember Tim Daubert	<u>yes</u>
Councilmember Tony Lama	<u>yes</u>
Councilmember Cesar Mestre	<u>yes</u>
Councilmember Frank Mingo	<u>yes</u>
Councilmember Nelson Rodriguez	<u>yes</u>

Wayne Slaton
Wayne Slaton
MAYOR

Attest:

M. Tejada
Marjorie Tejada
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi Jr.
Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

**COVENANT FOR MAINTENANCE OF CERTAIN IMPROVEMENTS WITHIN
MIAMI-DADE COUNTY RIGHT-OF-WAY BETWEEN THE TOWN OF MIAMI LAKES
AND MIAMI-DADE COUNTY**

WHEREAS, the Town of Miami Lakes and Miami-Dade County are mutually desirous of providing assurances for the future continued maintenance, repair and replacement of the enhanced elements constructed in this project; and

WHEREAS, the Town of Miami Lakes shall be solely responsible for the operation and maintenance of the landscaping, irrigation system, benches, trash receptacles, bus shelters and associated lighting, entrance signs and associated lighting, concrete curb and gutter, concrete sidewalks, concrete separators, and colored paver crosswalks and intersections along XXXXXXXXXXXXXXXXXXXX, within the public road right-of-way (the "Improvements").

NOW, THEREFORE, in consideration of the covenants herein provided, the Town of Miami Lakes agrees as follows:

1. To maintain and repair, when necessary, the Improvements. If it becomes necessary for Miami-Dade County to make repairs or maintain the Improvements including restoration of street, by reason of the Town of Miami Lakes' failure to do so, such expense shall be paid by the Town of Miami Lakes.
2. The Town of Miami Lakes does hereby agree that Miami-Dade County Public Works and Waste Management Department (PWWM) will be responsible for the operation and maintenance of the any associated roadway lighting system. Further, the Town of Miami Lakes acknowledges that the PWWM does not stock the specific pole installed by the Town of Miami Lakes. In the event lighting poles are damaged PWWM will replace damaged lighting poles from the inventory of standard lighting poles normally maintained in stock. In the event that the Town of Miami Lakes desires to replace a damaged lighting pole with a pole identical to the poles initially installed, the Town of Miami Lakes will provide such lighting pole at its sole expense for installation by the PWWM. PWWM reserves the right to replace the entire roadway lighting system to a system of Miami-Dade County's choosing at any time it is determined to be in the best interest of Miami-Dade County to do so.
3. To the extent allowed by Florida Statute 768.28, the Town of Miami Lakes does hereby agree to indemnify and hold Miami-Dade County harmless from any and all liability for personal injury/property damage that may arise by virtue of the Town of Miami Lakes' own negligence which may come from Miami-Dade County permitting the installation of these item(s) within the public right-of-way, or from the Town of Miami Lakes' negligent failure to maintain or operate the Improvements.
4. The Town of Miami Lakes does hereby agree to remove or relocate the Improvement(s) at the Town of Miami Lakes' own expense, within 60 days notice by PWWM to do so. Failure to comply with this notice will result in the County causing the Improvement(s) to be removed and all costs incurred in the removal and disposal of the Improvement(s) shall be assessed against the Town of Miami Lakes.

5. The undersigned further agrees that these conditions shall be deemed a covenant between the Town of Miami Lakes and Miami-Dade County and shall remain in full force and effect and be binding on the Town of Miami Lakes until such time as this obligation has been cancelled by an affidavit filed in the Public Records of Miami-Dade County, Florida by the Director of the PWWM (or their fully authorized representative).

Signed, sealed, executed and acknowledged on the _____ day of _____, 20____, at Miami, Florida.

Signed, sealed and delivered in the presence of:

_____ (SEAL)
_____ (SEAL)

DRAFT

(ACKNOWLEDGMENT - INDIVIDUAL)

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this ____ day of _____, A.D. 20 _____,
before me personally appeared, _____

_____ to me known to be the person ____ described in and who executed the foregoing Covenant to the
County of Miami-Dade, a body Corporate, and a political subdivision of the State of Florida, and
_____ acknowledged to me the execution thereof to be _____ free act and deed for
the uses and purposes therein mentioned.

WITNESS my signature and official seal at _____ in the County
and State aforesaid, the day and year last aforesaid.

Notary Public, State of _____
My Commission expires: _____

(ACKNOWLEDGMENT - CORPORATION)

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, this day personally appeared _____
and _____ both being to me well know and know by me to be
the _____ President and _____ Secretary of
the _____ a Corporation under the laws of the
State of _____, and which said Corporation is known by me to be the person
described in and which executed the foregoing Covenant, the said officers of the said
Corporation being likewise known by me to be the officers thereof who, in their official capacities
as such officers of said Corporation executed, signed and delivered the said Covenant as the
act and deed of said Corporation, and the said officers of said Corporation then and there
severally acknowledged to and before me that they executed the said Covenant, acting in their
said official capacities, for and as the act and deed of the said Corporation and in its name, and
impressed thereon its Corporate Seal, for the uses and purposes therein mentioned, and after
being thereunto by the said Corporation duly authorized and directed.

WITNESS my hand and official Seal at _____ in the County and
Sate aforesaid, on this, the _____ day of _____, A.D. 20 _____.

Notary Public, State of _____
My Commission expires: _____