

MEMORANDUM

Agenda Item No. 8(L)(1)

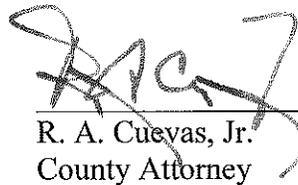
TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 17, 2013

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

SUBJECT: Resolution accepting the donation and installation of landscaping improvements from Terra Doral Commons Residential, LLC, a Florida Limited liability company on County-Owned Property for the purpose of creating a buffer between the county-owned resources recovery facility on the south side of NW 74 Street generally between NW 97 Avenue and NW 102 Avenue and the Doral Commons PUD Development

The accompanying resolution was prepared by the Public Works and Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



R. A. Cuevas, Jr.
County Attorney

RAC/lmp

Memorandum



Date: September 17, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

Subject: Acceptance of Landscaping Improvements on County Property (Resources Recovery Facility)– Buffer Landscape Plan for Doral Commons

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Agreement between Terra Doral Commons Residential, LLC, a Florida limited liability company (the "Developer") and Miami-Dade County (the "County") for landscaping improvements as detailed in the attached "Doral Commons Buffer Landscape Plan." The Developer proposes to donate and install landscaping improvements at its sole cost and expense within the boundaries of County-owned property located on the south side of NW 74 Street generally between 97 Avenue and NW 102 Avenue for the purpose of creating an aesthetic buffer between the Doral Commons residential development and the County's Resources Recovery Facility (RRF). The Developer has agreed to maintain the landscaping improvements for a one (1) year period immediately following the completion of its installation and acceptance by the County. The proposed landscaping improvements will enhance the existing landscaped area adjacent to the RRF.

Scope

Installation of landscaping improvements by the Developer will add to the existing native plantings and create an aesthetic buffer for commuters as well as residents along NW 74 Street between NW 97 Avenue and NW 102 Avenue. This project is located in Commission District 12, Commissioner Jose "Pepe" Diaz.

Fiscal Impact/Funding Source

The Developer will obtain and install the landscaping improvements at its sole cost and expense. After the first year, maintenance of the landscaping improvements will be incorporated into the ongoing landscape maintenance program at the site. No additional costs from the landscaping improvements are anticipated and no specialized pruning or trimming is required because the native plant material requires little, if any maintenance.

Track Record/Monitor

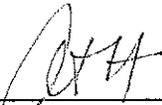
This contract will be monitored by Frank Gomez, Division Director for Landfill Operations in the Public Works and Waste Management Department (PWWM).

Background

As part of development of the Doral Commons PUD Development ("Doral Commons"), the Developer has proposed the donation, installation and limited maintenance of landscaping improvements within the RRF property located on the south side of NW 74 Street generally between NW 97 Avenue and NW 102 Avenue for the purpose of creating an aesthetic buffer between Doral Commons and the RRF. The proposed landscaping improvements include 176 Royal Palm trees, 78 Mahogany trees, and 520 Small Leaf Clusia shrubs.

Honorable Rebeca Sosa, Chairwoman
and Members, Board of County Commissioners
Page 2

The above described area contains native landscape plantings, but the proposed landscaping improvements will enhance the aesthetics and depth of the current buffer. The Developer will provide the landscaping improvements at its sole cost and expense. In addition, the Developer will provide maintenance for a period of one (1) year after the landscaping improvements have been installed and accepted by the County. The landscaping improvements will be the sole property of the County. The County will be under no legal obligation to replace any of the Developer provided landscaping improvements.



Alina T. Hudak
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 17, 2013

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

SUBJECT: Agenda Item No. 8(L)(1)

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(1)
9-17-13

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE DONATION AND INSTALLATION OF LANDSCAPING IMPROVEMENTS FROM TERRA DORAL COMMONS RESIDENTIAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY ON COUNTY-OWNED PROPERTY FOR THE PURPOSE OF CREATING A BUFFER BETWEEN THE COUNTY-OWNED RESOURCES RECOVERY FACILITY ON THE SOUTH SIDE OF NW 74 STREET GENERALLY BETWEEN NW 97 AVENUE AND NW 102 AVENUE AND THE DORAL COMMONS PUD DEVELOPMENT

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

WHEREAS, as part of the development of the Doral Commons PUD Development ("Doral Commons") the Developer has proposed the donation and installation of certain landscaping improvements within property owned by the County located on the south side of NW 74 Street generally between NW 97 Avenue and NW 102 Avenue (the "County Property") for the purpose of creating a buffer between Doral Commons and the County Property; and

WHEREAS, the proposed landscaping improvements include 176 Royal Palm trees, 78 Mahogany trees, and 520 Small Leaf Clusia shrubs to be planted along the north property line of the County Property and which are more specifically depicted by the plan entitled "Doral Commons Buffer Landscape Plan," prepared by Witkin Hults Design Group, dated February 25, 2013, and consisting of four (4) sheets (the "Landscaping Improvements"); and

WHEREAS, the Developer shall donate and install the Landscaping Improvements on the County Property at its sole cost and expense; and

WHEREAS, the Developer will be responsible for and provide maintenance for a period of one (1) year after the Landscaping Improvements have been installed by the Developer on the County Property and accepted by the County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the donation and installation of Landscaping Improvements from Terra Doral Commons Residential, LLC, a Florida Limited liability company on County-Owned Property for the purpose of creating a buffer between the County-owned Resources Recovery facility on the south side of NW 74 Street generally between NW 97 Avenue and NW 102 Avenue and the Doral Commons PUD Development as proposed and authorizes the County Mayor or County Mayor's designee to execute the attached Agreement on behalf of Miami-Dade County and exercise any and all powers and options within the Agreement including termination.

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

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passes and adopted this 17th day of September, 2013. 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 the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
To form and legal sufficiency.

R

Thomas H. Robertson

AGREEMENT FOR INSTALLATION OF LANDSCAPING

This Agreement is made and entered into this _____ day of _____, 2013 (the "Effective Date"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), and TERRA DORAL COMMONS RESIDENTIAL, LLC, a Florida limited liability company (the "Developer").

RECITALS

WHEREAS, as part of the development of the Doral Commons PUD Development ("Doral Commons"), the Developer has proposed the donation and installation of certain landscaping improvements within property owned by the County located on the south side of NW 74 Street generally between NW 97 Avenue and NW 102 Avenue (the "County Property") for the purpose of creating a buffer between Doral Commons and the County Property;

WHEREAS, the proposed landscaping improvements include 176 Royal Palm (*Roystonea elata*) trees, 78 Mahogany (*Swietenia mahogany*) trees, and 520 Small Leaf Clusia (*Clusia guttifera*) to be planted along the north property line of the County Property and which are more specifically depicted by the plan entitled "Doral Commons, Doral, Florida, Buffer Landscape Plan," as prepared by Witkin Hults Design Group and consisting of four (4) sheets dated revised 3/25/2013 (the "Landscaping Improvements");

WHEREAS, the Developer shall donate and install the Landscaping Improvements on the County Property at its sole cost and expense; and

WHEREAS, the Developer will be responsible for and provide maintenance for a period of one (1) year after the Landscaping Improvements have been installed by the Developer on the County Property and accepted by the County.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, receipt, sufficiency, and adequacy of which is hereby acknowledged, and subject to the terms and conditions hereof, the parties to this Agreement agree as follows:

1. Recitals. The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.
2. Description of Landscaping Improvements. As defined hereinabove, the Landscaping Improvements shall consist of 176 Royal Palm (*Roystonea elata*) trees, 78 Mahogany (*Swietenia mahogany*) trees, and 520 Small Leaf Clusia (*Clusia guttifera*) as depicted by the plan entitled "Doral Commons, Doral, Florida, Buffer Landscape Plan," as prepared by Witkin Hults Design Group and consisting of four (4) sheets dated revised 3/25/2013, and attached hereto as Exhibit "A" to be planted on the north property line of the County Property located on the south side of NW 74 Street between NW 97 Avenue and NW 102

Avenue in Doral, Florida. Said landscaping plan shall be reviewed and accepted by the County in writing prior to the installation of the Landscaping Improvements. The Developer shall not substantially change or deviate from the original plans and specifications for the Landscaping Improvements without prior written approval by the County.

3. Installation of Landscaping Improvements. The Developer shall obtain and install or cause the installation of the Landscaping Improvements at its own expense and at no cost to the County. The Developer and its assigns shall be deemed to have a limited right of entry over and on the County Property for the purpose of installing the aforescribed Landscaping Improvements. This access shall only be during normal business hours and upon approval in advance by the County within 48 hours of any entry. The Developer or its assigns shall follow all directions concerning entry, means of ingress and egress, and location within the County Property provided by the County. The County shall have the right to inspect said installation prior to the acceptance of the Landscaping Improvements.
4. Acceptance of Landscaping Improvements. Upon completion of the installation of the Landscaping Improvements by the Developer, the County shall conduct a final inspection of said installation and shall notify the Developer in writing of its acceptance or rejection of the Landscaping Improvements within three (3) business days of inspection.
5. Maintenance of Landscaping Improvements. The Developer agrees to maintain the plantings for the Landscaping Improvements for the first year following the County's acceptance of the Landscaping Improvements. Said maintenance shall include but shall not be limited to periodic trimming, cutting, weeding, mowing, fertilizing, watering, curb edging, litter pick-up, and necessary replanting (the "Maintenance Services"). Thereafter, the Landscaping Improvements shall be the sole property of the County, with no obligation or requirement to maintain said improvements.
6. Indemnification. To the extent permitted by law, the Developer does hereby indemnify and hold the County harmless of and from any and all loss or liability that the County may sustain or incur by reason of the Developer's installation and/or maintenance of the Landscaping Improvements, including any that may result from or arise out of the Developer's misfeasance, malfeasance, non-feasance, negligence or failure to carry out its obligations under this Agreement. The Developer shall defend the County in any action brought whether in the name of the County or not. Said indemnification and hold harmless shall include but not be limited to: (A) direct costs and damages and (B) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the County that relate thereto. Provided, however, it is understood that this section does not indemnify the County to the extent a claim is caused solely by the wrongful acts, omissions or negligence of County.
7. Term of Agreement. This Agreement shall be effective until the first anniversary of the Developer's receipt of written notice of acceptance of the Landscaping Improvements.

Upon the first anniversary of the Developer's receipt of the written acceptance of the Landscaping Improvements from the County, the Developer and County shall have no other obligations under this Agreement and it shall be of no further force and effect.

8. Termination. The parties may mutually agree to terminate this Agreement at any time for any reason by providing at least thirty (30) days written notice to the other party of intent to terminate this Agreement pursuant to this provision.
9. Entire Agreement. The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between the parties and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.
10. Amendment and Waiver. This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.
11. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.
12. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of this Agreement and Florida law, the laws of Florida shall prevail.
13. Authority. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.
14. Costs and Fees. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that to the extent permitted by applicable law, the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.
15. Successors and Assignment. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Developer and the County, their successors and assigns, and shall likewise burden each party according to the terms hereof. This Agreement may not be assigned, in whole or in part of all parties, and such written consent shall not be unreasonably withheld.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original and all collectively deemed one instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Signed, sealed, executed and acknowledged on this 2 day of July, 2013 in Miami-Dade County, Florida.

Signed, Sealed, Attested and Delivered in our presence

TERRA DORAL COMMONS RESIDENTIAL, LLC
a Florida limited liability company

By: *[Signature]*

Pedro Martin, Manager
Printed Name and Title

[Signature]

Witness

Adam Aeller
Witness Printed Name

[Signature]

Witness

Sandra Ramos
Witness Printed Name

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 2 day of July, A.D. 2013, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Pedro A. Martin the Manager of Terra Doral Commons Residential, LLC, who is personally known to me, or proven, by producing the following identification: _____, and in whose name the foregoing instrument is executed and that said officer(s) severally acknowledged before me that Pedro executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official seal in the County and State aforesaid, the day and the year aforesaid.

[Signature]
Notary Signature
Sandra Ramos
Printed Name of Notary

NOTARY SEAL/STAMP



Notary Public, State of Florida
My commission expires: 4/30/2016
Commission/Serial No. EE178548

Signed, Sealed, Attested and
Delivered in our presence

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

Witness

By: _____

Witness Printed Name

Printed Name and Title

Witness

Witness Printed Name

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this _____ day of _____, A.D. 2013, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____ the _____ of Miami-Dade County, Florida, a political subdivision of the State of Florida, who is personally known to me, or proven, by producing the following identification: _____, and in whose name the foregoing instrument is executed and that said officer(s) severally acknowledged before me.

WITNESS my hand and official seal in the County and State aforesaid, the day and the year aforesaid.

NOTARY SEAL/STAMP

Notary Signature

Printed Name of Notary

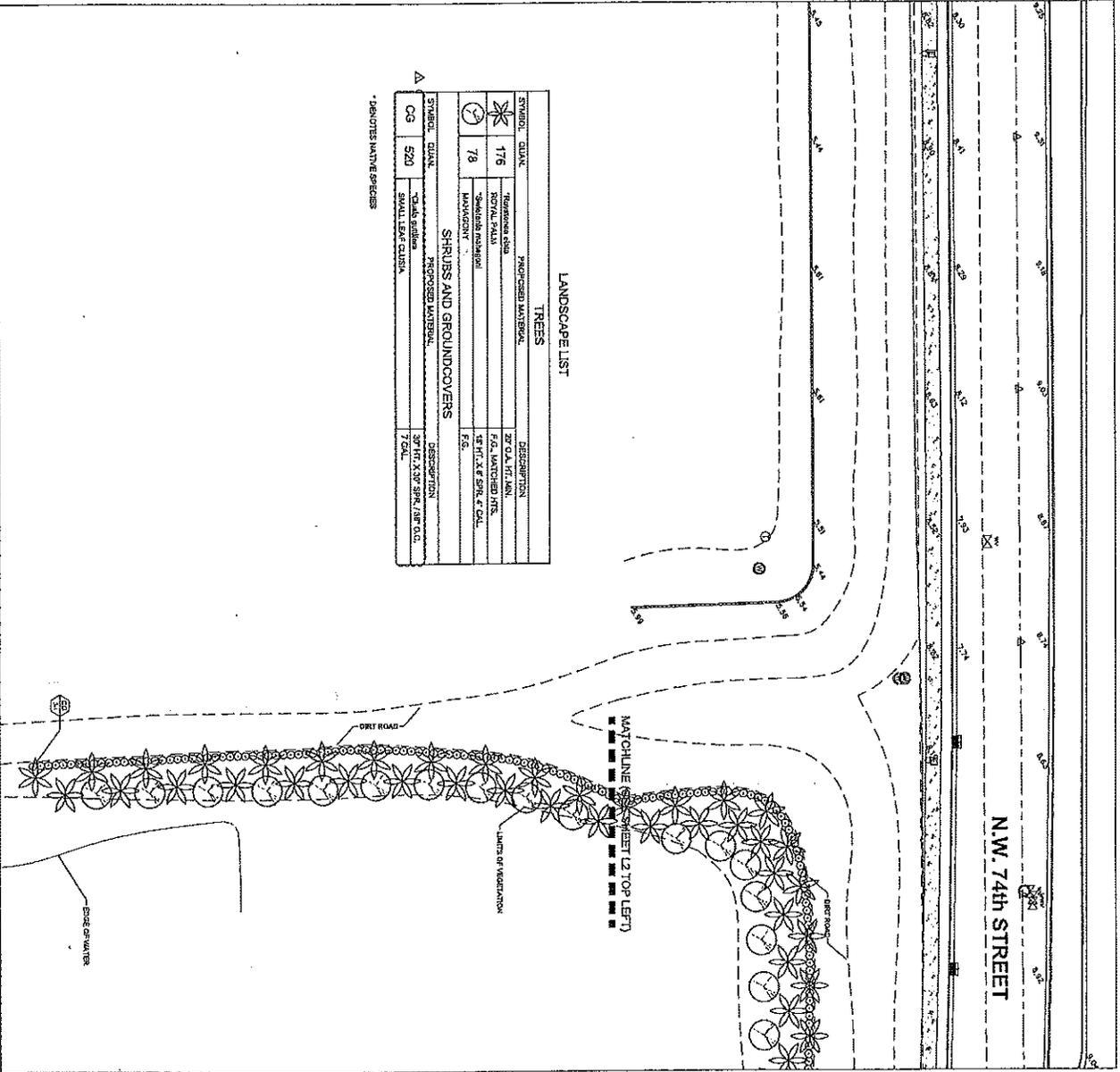
Notary Public, State of Florida
My commission expires: _____
Commission/Serial No. _____

EXHIBIT "A"

Description of Landscaping Improvements:

LANDSCAPE PLAN

Scale: 1"=20'-0"



LANDSCAPE LIST

SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
	176	TERRAZZO AND ROYAL PALM	20' DIA. HT. 100'
	78	SHRUBS AND GROUNDCOVERS	FOL. MATCHED WTS. 18' HT. X 18' SPK. 4' DIA.
	CG	SHRUBS AND GROUNDCOVERS	F.S.
	520	SMALL LEAF CLIMA	DESCRIPTION 30' HT. X 30' SPK. 18" DIA. 7' DIA.

• DENOTES NATIVE SPECIES

NORTH

Doral Commons
Doral, FL

BUFFER LANDSCAPE PLAN

14

WITKIN HULST DESIGN GROUP
301 South 71st Avenue, Doral, FL 33126
Phone: 305.851.1111 Fax: 305.851.8555
www.witkinhulst.com

DATE: 02/27/13
DRAWN BY: LDC
CHECKED BY: LDC

PROJECT: 13-200013 - ARESA DRIVE

SCALE: 1"=20'-0"

DATE: 02/27/13

PROJECT: 13-200013 - ARESA DRIVE

SCALE: 1"=20'-0"

DATE: 02/27/13

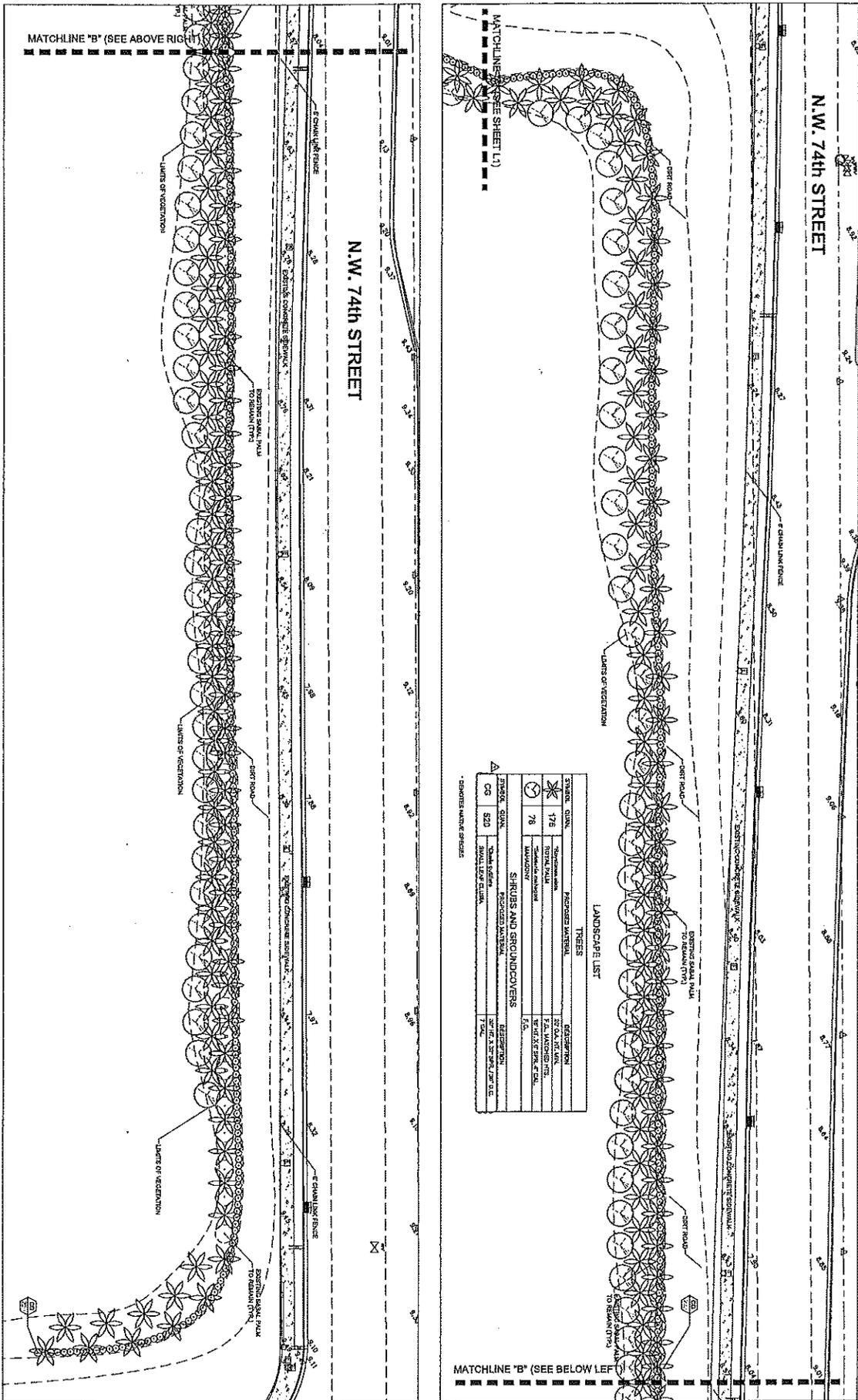
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SCALE: 1"=20'-0"

DATE: 02/27/13

PROJECT: 13-200013 - ARESA DRIVE

SCALE: 1"=20'-0"

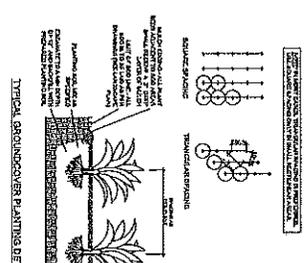
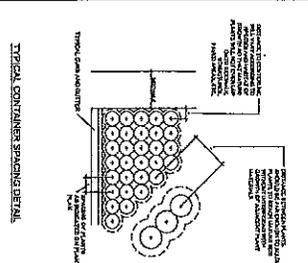
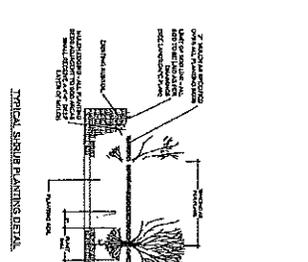
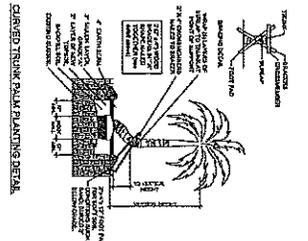
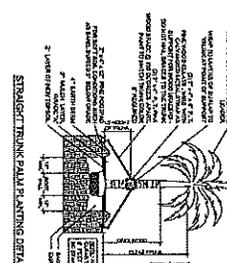
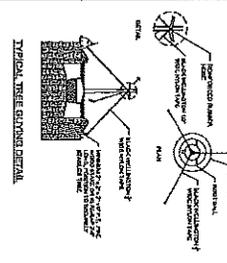
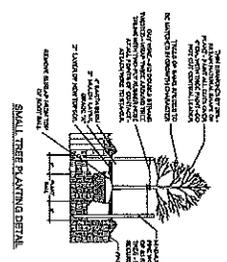
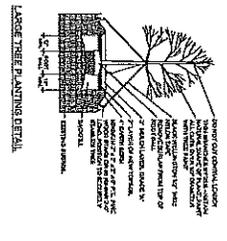


LANDSCAPE PLAN

Scale: 1"=20'-0"



<p>DATE: 11/11/2010 DRAWN BY: J. L. LAYTON CHECKED BY: J. L. LAYTON PROJECT: DORAL COMMONS</p>	<p>SCALE: 1"=20'-0"</p>	<p>PROJECT: DORAL COMMONS DORAL, FL BUFFER LANDSCAPE PLAN 15</p>	<p>WITKIN HULTS DESIGN GROUP 3775 S.W. 21st Avenue, Fort Lauderdale, FL 33311 Phone: 954.333.9911 Fax: 954.333.9922 www.witkindesign.com</p>
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PLANTING NOTES:

- All plant material is to be Florida Number 1 or better pursuant to the Florida Department of Agriculture's Grades and Standards for Nursery Plants.
- All plants are to be top dressed with a minimum 3" layer of Melaleuca mulch, Eucalyptus mulch or equal.
- Planting plans shall take precedence over plant list in case of discrepancies.
- Any changes are to be made without the prior consent of the Landscape Architect and Owner. Additions and or deletions to the plant material must be approved by the project engineer.
- Landscape Contractor is responsible for providing their own square footage layouts and field verification for 100% soil coverage for all areas specified.
- All landscape areas are to be provided with automatic irrigation system which provides 100% coverage, and 50% overlap.
- All trees in lawn areas are to receive a 24" diameter mulched saucer at the base of the trunk.
- Trees are to be planted within parking islands after soil is brought up to grade. Deeply set root balls are not acceptable.
- Planting soil for topsoil and backfill shall be 50/50 mix, nermadee (vee). Planting soil for annual beds to be comprised of 50% Canadian peat moss, 25% salt free coarse sand and 25% Avicelle.
- Tree and shrub pits will be supplemented with 'Agiform Peat', 21 gram size with a 20-10-10 analysis or substitute application accepted by Landscape Architect. Deliver in manufacturer's standard containers showing weight analysis and name of manufacturer.

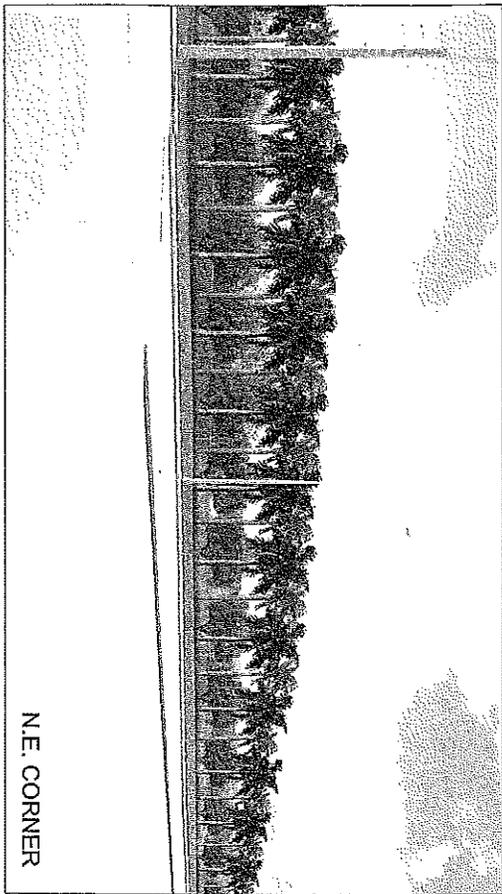
SOD NOTES:

- Sod is to be grade 'X' weed free.
- All areas marked 'X' ANNE shall be sod seeded with St. Augustine Florissant sod sod. See first on plan. All areas marked 'B' shall be sod seeded with Floripidan.
- Provide a 2" deep blanket of planting soil as described in planting notes this sheet. Prior to planting, remove stones, sticks, etc. from the sub soil surface. Excavate existing non-conforming soil as required so that the finish grade of sod is flush with adjacent pavement or top of curb as well as adjacent sod in the case of sod patches.
- Place sod on moistened soil, with edges tightly butted. In staggered rows at right angles to slopes.
- Keep edge of sod bed a minimum of 18" away from groundcover beds and 24" away from edges of shrub beds and 36" away from trees, measured from center of plant.
- Sod shall be watered immediately after installation to uniformly wet the soil to at least 2" below the bottom of the sod strip.
- Excavate and remove excess soil so top of sod is flush with top of curb or adjacent pavement or adjacent existing soil.

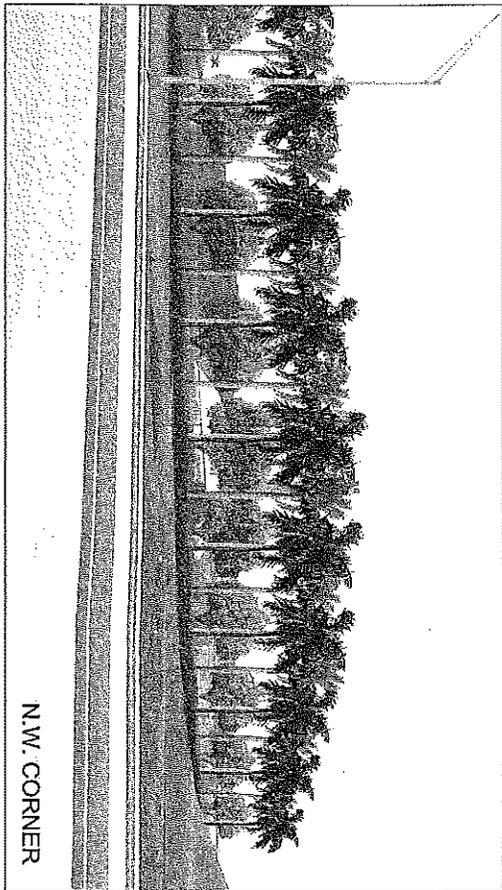
GENERAL NOTES:

- The Landscape Contractor is to locate and verify all underground and overhead utilities prior to beginning work. Contractor to provide utility companies and /or General Contractor prior to digging for field verification. The Owner and the Landscape Architect shall not be responsible for any changes to utility or irrigation lines (see Roadway Plans for more utility notes).
- Landscape Contractor is to verify all current drawings and check for discrepancies and bring to the attention of the Landscape Architect prior to commencing work.
- All unattended and unplanted tree pits are to be properly banded and flagged during installation.
- All planting plans are issued as drawings for the project. Any deviations, site changes, corrections are to be brought to the attention of the Landscape Architect for verification prior to installation.

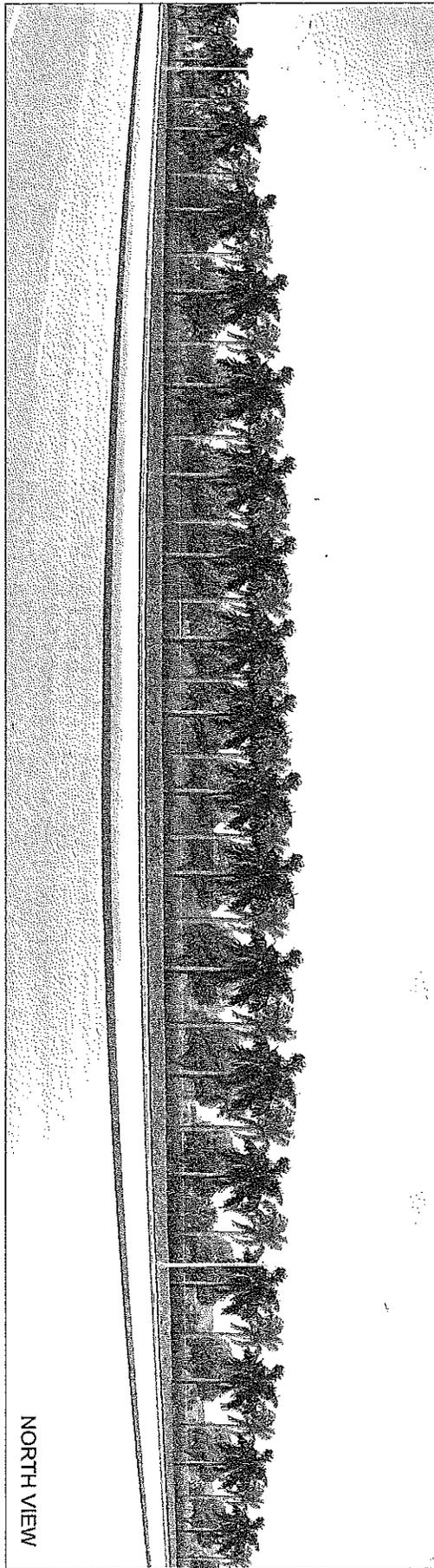
 <p>WITKIN HULTS DESIGN GROUP 307 West 21st Street Fort Lauderdale, FL 33311 www.witkinhults.com</p>	<p>Doral Commons Doral, FL LANDSCAPE DETAILS 16</p>	<p>DATE: 11/13/2010</p> <p>PROJECT: Doral Commons</p> <p>DESIGNER: WITKIN HULTS DESIGN GROUP</p> <p>DATE: 11/13/2010</p> <p>SCALE: 1/8" = 1'-0"</p> <p>DATE: 11/13/2010</p> <p>SCALE: 1/8" = 1'-0"</p> <p>DATE: 11/13/2010</p> <p>SCALE: 1/8" = 1'-0"</p>
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N.E. CORNER



N.W. CORNER



NORTH VIEW

Drawing: **Final**
 Date: 2/25/2013
 Sheet: 17 of 18
 Project: **Doral Commons**
 Scale: 1/8" = 1'-0"
 Designer: J. L. ...
 Checker: ...
 Date Plotted: ...
L-4

Date: ...
 Title: ...
 Author: ...
 Project: ...

Drawing: ...
 Date: ...
 Sheet: ...
 Project: ...

Project: **Doral Commons**
 Doral, FL
 BUFFER RENDERINGS
17

WITKIN HULTS
DESIGN GROUP
 207 South 27th Avenue, Fort Lauderdale, FL 33308
 Phone: 954.333.6633 | Fax: 954.333.6634
 www.witkinhults.com