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

MEMORANDUM

Agenda Item No. 8(F)(1)

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

DATE: April 3, 2012

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

SUBJECT: Resolution approving terms of and execution by County Mayor of a covenant running with the land located at 275 N.W. 2 Street related to required parking; and directing County Mayor to record covenant in the public records of the County as required by Resolution No. R-974-09

Resolution No. R-277-12

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

R. A. Cuevas, Jr.
County Attorney

RAC/jls

Memorandum

MIAMI-DADE COUNTY

Date: April 3, 2012

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

From: Edward Marquez
Deputy Mayor

Subject: Resolution Authorizing Execution of a Parking Covenant for County-owned property located at 275 NW 2 Street, Miami

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute a Parking Covenant for County-owned property located at 275 NW 2 Street, Miami, FL.

This Parking Covenant is required by the City of Miami and is associated with the construction of the West Lot Multi-use facility. Due to the construction of this facility, there was a reduction of 16 parking spaces previously attributed to the adjoining building (Hickman Building). In order to stay in compliance with the City of Miami Zoning Ordinance, the City requires that the County covenant to provide these 16 parking spaces at an off-site location immediately south of NW 2 Street.

OWNER:	Miami-Dade County, Internal Services Department
TAX FOLIO NUMBER:	01-0109-050-1090
SIZE:	Approximately 1.69 acres
LOCATION:	275 N.W. 2 Street, Miami
COMMISSION DISTRICT:	5
COMMISSION DISTRICT IMPACTED:	5
ZONING:	G/I – Government and Institutions. According to Sustainability, Planning and Economic Enhancement Department, the existing use is a permitted use under the current zoning.
BACKGROUND:	The County owns the entire block of land situated between NW 2 Street and NW 3 Street and between NW 1 Avenue and NW 2 Avenue. The western portion of the block is developed with the Hickman Building, located at 275 NW 2 Street, a County-owned office building, currently occupied by the Parks, Recreation and Open Spaces and Juvenile Services Departments. The County is constructing a public parking garage/office building on a County-owned surface parking lot located immediately east of the Hickman Building. The

construction commenced on February 25, 2010 and is expected to be completed by May 1, 2012.

JUSTIFICATION: The design of the parking/office building has resulted in a reduction of 16 surface parking spaces that are required for the Hickman Building. To remain in compliance with the City of Miami Zoning Ordinance which regulates offsite parking, the County is required to enter into and record a Parking Covenant with the City of Miami, assuring that the County will accommodate the 16 parking spaces at the Hickman Garage located at 270 NW 2 Street, immediately across the street and south of the Hickman Building, which is also owned by the County.

FISCAL IMPACT/
FUNDING SOURCES: The Parking Covenant has no fiscal impact to the County. The West Lot Multi-Use Facility project is funded by Capital Asset Acquisition Bonds 2009 proceeds. Index Code CPES9BGSMUFC Sub object Code 94210.

MONITOR: Dirk Duval, Real Estate Officer

DELEGATED
AUTHORITY: Authorizes the County Mayor or the County Mayor's designee to execute and record this Parking Covenant in substantially the form attached hereto.

MEMORANDUM

(Revised)

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

DATE: April 3, 2012

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

SUBJECT: Agenda Item No. 8(F)(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 Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)
4-3-12

RESOLUTION NO. R-277-12

RESOLUTION APPROVING TERMS OF AND EXECUTION BY COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OF A COVENANT RUNNING WITH THE LAND LOCATED AT 275 N.W. 2 STREET RELATED TO REQUIRED PARKING; AND DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD COVENANT IN THE PUBLIC RECORDS OF THE COUNTY AS REQUIRED BY RESOLUTION NO. R-974-09

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the terms of and authorizes the execution by the County Mayor or County Mayor's designee of a covenant running with the land on County-owned property located at 275 NW 2nd Street, Miami, in substantially the form attached hereto and made a part hereof. Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or the County Mayor's designee to record said Parking Covenant in the Public Records of Miami-Dade County, Florida, to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument, and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of April, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. GBK

Geri Bonzon-Keenan

Memorandum

MIAMI-DADE COUNTY

Date: October 31, 2011

To: Edward Marquez
Deputy Mayor

From: Mayor Carlos A. Gimenez

Subject: Design Build Contract No. W80052

In accordance with the letter opinion issued by Robert Meyers, Executive Director, Miami-Dade Commission on Ethics and Public Trust, dated August 31, 2011 ("Ethics Opinion"), I hereby delegate to you all delegable authority relating to the administration of Design Build Contract No. W80052 between Munilla Construction Management, LLC dba MCM and Miami-Dade County (hereinafter the "MCM Contract") for the West Lot Multi-Use Facility. You should exercise this authority and utilize your own judgment and should take all actions which are in the best interest of Miami-Dade County and consistent with the County Code, regulations, rules and the contract documents. Consistent with the Ethics Opinion, I will not be participating in any decisions made regarding this contract. In the event an issue arises in the exercise of delegated authority which requires action by the County Mayor and that action is not delegable under Florida law, the Miami-Dade County Home Rule Charter (e.g., waiver of competitive bidding) or the County Code (e.g., Mayoral sponsorship of an agenda item to be considered by the County Commission), please seek an opinion from the Ethics Commission regarding the appropriate course of action as recommended in the Ethics Opinion.

c: Robert A. Cuevas, Jr., County Attorney
Joe Centorino, Executive Director, Commission on Ethics and Public Trust
Christopher Agrippa, Clerk of the Board
Lester Sola, Director, Internal Services
Wendi Norris, Internal Services

This instrument prepared by, or under the
Supervision of (and after recording, return to):

Miami-Dade County
Internal Services Department
Real Estate Development Division
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128

(Reserved for Clerk of Courts)

PARKING COVENANT

KNOW ALL MEN BY THESE PRESENTS that the undersigned Miami-Dade County, a political subdivision of the State of Florida ("Owner"), hereby makes, declares and imposes on the land herein described, this Parking Covenant (the "Covenant"), running with the title to the land described on Exhibit "A" herein, which shall be binding on Owner, and its heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them.

WHEREAS, Owner is the owner of that certain property located in Miami-Dade County, Florida more particularly described on **Exhibit "A",** which is attached hereto and made a part hereof (the Hickman Property"); and

WHEREAS, Owner, or its successors or assigns, intends to develop within the Hickman Property the West Lot Multi-use Facility; and

WHEREAS, pursuant to the plans designed in accordance with the permit for site improvement at the Hickman Property under City of Miami Building Department, Process Number 110004478, sixteen (16) existing parking spaces will be located on an off-site location on the block immediately South of NW 2 Street; and

WHEREAS, Owner desires to enter into this Covenant in order to assure the City of Miami (the "City") that the Owner will provide sixteen (16) parking spaces dedicated to the Hickman Property, as more particularly described below.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

1. The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

2. Owner desires to enter into this Covenant to assure the City that as part of the development of the Hickman Property, the owner shall comply with and shall be bound by the terms and provisions of this covenant.

3. In the event the Hickman Property is sold or conveyed subsequent to the recordation of this Covenant, each of the subsequent owner(s) and their heirs, successors and assigns, if any, shall be bound by the terms, provisions and conditions of this Covenant.

4. Owner and City agrees that the Hickman Property located at 275 NW 2nd Street, Miami, Florida, will be in compliance with the approved plans and documents, provided sixteen (16) parking spaces located off site on the block immediately south of NW 2nd Street, are dedicated for the use of the Hickman Property.

5. In the event any of the above referenced sixteen (16) parking spaces are rendered unavailable for a period greater than ninety (90) consecutive days, the Owner hereby covenants and agrees to procure and replace one (1) parking space for each parking space rendered unavailable for use by the Project, subject to approval by the City; provided, however, the Owner shall not be required to replace any of the sixteen (16) parking spaces which are rendered unavailable for a period longer than ninety (90) consecutive days as a result of construction, maintenance or any other reason which in the reasonable opinion of both the Owner and the City will not lead to a permanent loss of the parking space for use by the Project.

6. The provisions of this instrument shall become effective upon their recordation in the Public Records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the following: (i) the then owner of the Hickman Property and (ii) the Director of the Department of Zoning of the City of Miami, or his/her respective designee or successor, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Hickman Property for the purposes herein intended.

7. This Covenant may be modified, amended, or released as to any portion of the Hickman Property by a written instrument executed on behalf of the City and the Owner. Should this instrument be modified, amended or released, the Director of the Department of Zoning of the City of Miami shall execute a written instrument in recordable form to be recorded in the Public Records of Miami-Dade County, Florida, effectuating and acknowledging such modification, amendment, or release, in the form approved by the City Attorney.

8. Enforcement shall be by action against the parties or persons violating or attempting to violate any covenants in this Covenant. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

9. Invalidation of any of these covenants by judgment of court shall not affect any of the other provisions, which shall remain in full force and effect.

10. All rights, remedies and privileges gained herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges as may be available to it.

11. This Covenant shall be recorded in the Public Records of Miami-Dade County, Florida at Owners' expense.

Signed, witnessed, executed and acknowledged this _____ day of _____, 2012.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

MIAMI-DADE COUNTY,
A Political Subdivision of the State of Florida

By:_____
Carlos A. Gimenez, Mayor

Approved for legal sufficiency. _____

APPROVED AS FORM AND CORRECTNESS:

_____
CITY ATTORNEY

APPROVED:

_____
ZONING ADMINISTRATOR

EXHIBIT "A"

Legal Description:

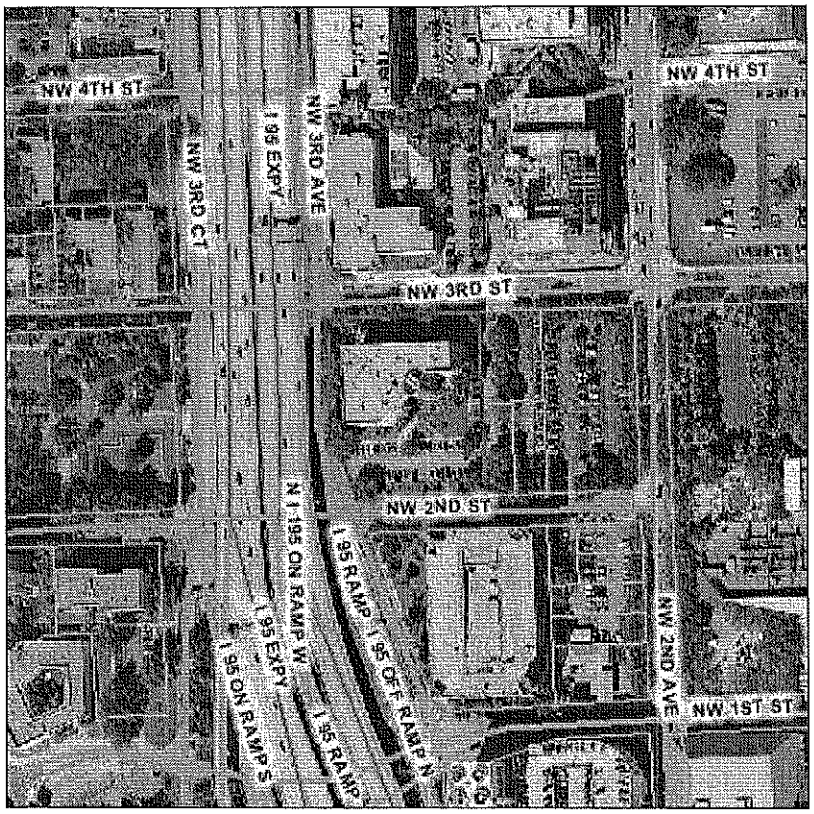
Lots 6 through 15, block 95N, Miami according to the plat thereof, as requested in plat book "B" at page 41, of the Public Records of Miami-Dade County, Florida.

My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map



Aerial Photography - 2009 0 131 ft

This map was created on 1/27/2012 8:36:41 AM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.

Close

Summary Details:

Folio No.:	01-0109-050-1090
Property:	275 NW 2 ST
Mailing Address:	MIAMI-DADE COUNTY GSA R/E MGMT 111 NW 1 ST STE 2460 MIAMI FL 33128-1929

Property Information:

Primary Zone:	8000 GOVERNMENT & INSTITUTIONS
CLUC:	0047 DADE COUNTY
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	1
Lot Size:	73,514 SQ FT
Year Built:	1979
Legal Description:	MIAMI NORTH PB B-41 LOTS 6 THRU 15 BLK 95 LOT SIZE 73514 SQ FT OR 20047-3590 1101 3

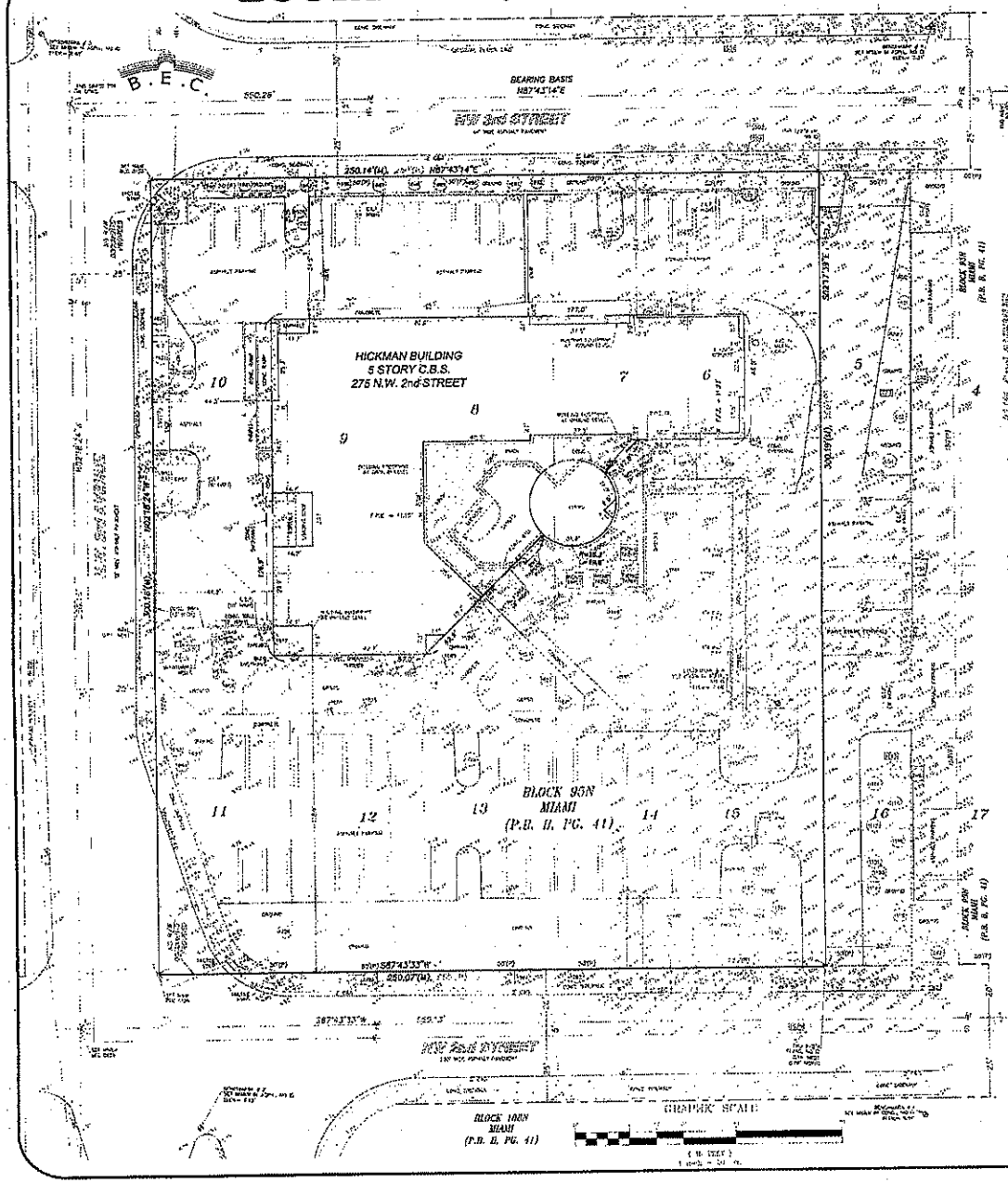
Assessment Information:

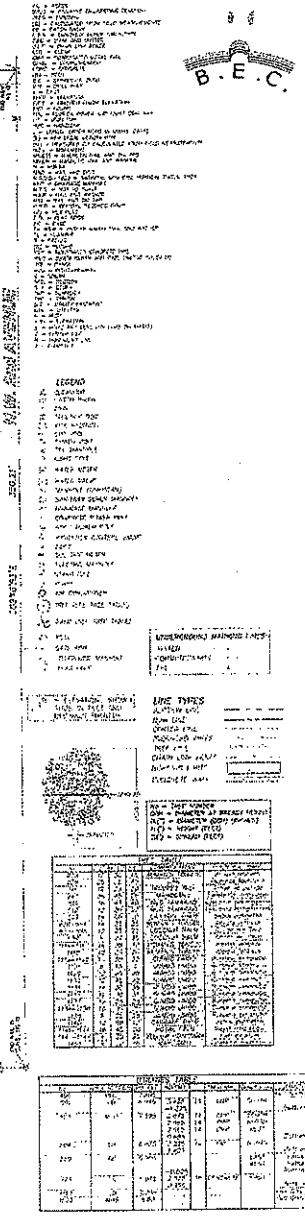
Year:	2011	2010
Land Value:	$3,400,023	$3,400,023
Building Value:	$3,303,500	$3,303,500
Market Value:	$6,703,523	$6,703,523
Assessed Value:	$6,703,523	$6,703,523

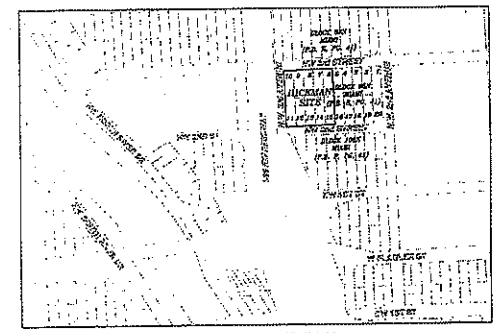
Taxable Value Information:

Year:	2011	2010
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$6,703,523/ $0	$6,703,523/ $0
County:	$6,703,523/ $0	$6,703,523/ $0
City:	$6,703,523/ $0	$6,703,523/ $0
School Board:	$6,703,523/ $0	$6,703,523/ $0

BOUNDARY / TOPOGRAPHIC SURVEY







LOCATION SKETCH
CITY OF MIAMI-DADE COUNTY FLORIDA
SCALE: 1"=300'

LEGAL DESCRIPTION

SURVEYOR'S NOTES

SURVEYOR'S CERTIFICATE:
I hereby certify that the attached "BOUNDARY SURVEY / TOPOGRAPHIC SURVEY" was prepared in accordance with the Minimum Technical Standards for Surveying and Mapping, set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

Date: 11-30-2010

BISCAYNE ENGINEERING COMPANY, INC.
Consulting Engineers Planners Surveyors

HICKMAN SITE, 275 N.W. 2nd ST
FOR MIAMI-DADE COUNTY DESIGN & CONSTRUCTION SERVICES

ORDER No. 03-79678
SHEET No. 1 OF 1

13

DC-5315