

MEMORANDUM

Agenda Item No. 8(0)(1)

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

DATE: June 4, 2013

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

SUBJECT: Resolution approving agreement
between the County, The Village
of Miami, Ltd. and the City of
Miami for The Village Miami,
Ltd. to construct roadway
improvements at their own cost
in the public right-of-way in the
City of Miami

Resolution No. R-443-13

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.



R. A. Cuevas, Jr.
County Attorney


RAC/smm

Memorandum



Date: June 4, 2013

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

From: Carlos A. Gimenez
Mayor 

Subject: Resolution approving an agreement between the County, The Village Miami, Ltd. and the City of Miami for the Village Miami, Ltd. to construct roadway improvements in the public right-of-way within the City of Miami on land abutting Miami-Dade Water and Sewer Department's property

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached agreement between the County, The Village Miami, Ltd. and the City of Miami for the Village Miami, Ltd., the developer, to construct roadway improvements in the public-right-of-way within the City of Miami on land owned by The Village Miami, Ltd. and abutting Miami-Dade Water and Sewer Department's (WASD) property.

SCOPE OF AGENDA ITEM

The roadway improvements will be constructed in Commission District 3, Audrey M. Edmonson.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to the County. The Village Miami, Ltd. will construct the roadway improvements at their own expense in the estimated amount of \$50,456.00.

TRACK RECORD/MONITOR

WASD's Assistant Director of Finance, Frances G. Morris, will monitor this agreement.

BACKGROUND

This agreement (as attached) was prepared by the City of Miami for review and execution by the County, The Village Miami, Ltd. and the City of Miami. The agreement authorizes The Village Miami, Ltd. to construct roadway improvements in the public-right-of-way within the City of Miami on land owned by The Village Miami, Ltd. and abutting WASD's property.

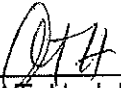
The Village Miami, Ltd. owns the land between N.W. 10 Avenue and N.W. 7 Avenue, from N.W. 69 Street to N.W. 67 Street, with the exception of Folio No. 01-3114-001-0010, which is owned by WASD. WASD's property abuts the developer's property along the north right-of-way line of N.W. 68 Street and immediately along the northerlymost 97 feet of the east side thereof. WASD's lot is approximately 4.59 acres bounded to the north by N.W. 68 Street, to the south by N.W. 67 Street to the west by N.W. 10 Avenue and to the east 283 feet from N.W. 7 Court. WASD's property houses three (3) water storage tanks. Additionally, several water and sewer pipelines are located between N.W. 67 Street and N.W. 69 Street and between N.W. 10 Avenue and N.W. 7 Avenue. See Exhibit A attached to this memorandum.

After this agreement is fully executed by all parties, The Village Miami, Ltd. may proceed with the re-platting process of the lands owned by itself and WASD in order to close the public right-of-ways along

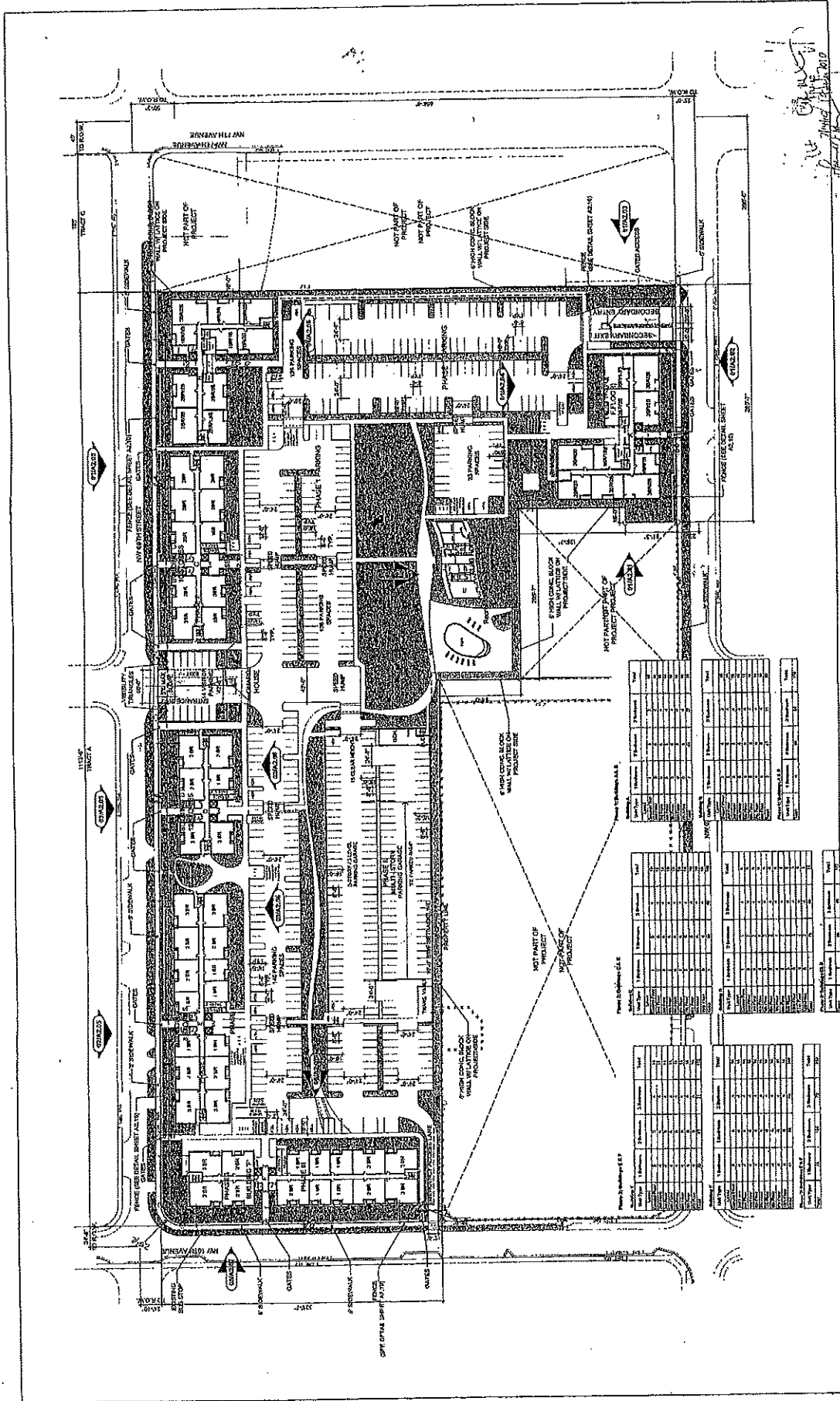
Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners
Page 2

N.W. 68 Street and N.W. 7 Court and construct the roadway improvements. Eventually, The Village Miami, Ltd. will build an apartment complex as depicted in Exhibit B (attached to this memorandum) on their property. This re-plat process is codified in Chapter 54, Section 54-46, and Chapter 55 of the Code of the City of Miami, which Code sections require that any proposed plat submitted to the City of Miami Commission must be accompanied by an agreement, such as the one attached, that has been fully executed by all landowners whose lands are part of the re-plat.

Prior to the County approving and recording the final new plat, a sign-off condition has been imposed at the County level to safeguard WASD's facilities (see letter dated October 24, 2011, attached hereto as Exhibit C) by making sure the following easements are granted to WASD before the developer's construction begins: 1) a 12 foot easement for the existing 4-inch water pipeline and a 15 foot easement for the 10-inch gravity sewer line that runs along the existing right-of-ways of N.W. 68 Street and N.W. 7 Court, and 2) an ingress and egress easement along N.W. 68 Street with the appropriate turn-around radius to secure access to the north side of WASD's lands located within the re-platted lands.

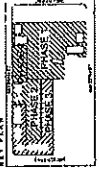


Alina T. Hudak
Deputy Mayor



TITLE: **AA-1-00B**
 RELEASE DATE: 14 JULY 2010
 SEAL: *[Signature]*
 15 July 2010

SITE PLAN
 PHASE 3
 SCALE: 1"=50'-0"



The Villages Apartments
 MIAMI, FLORIDA
 Project # 2398
 MAJOR USE SPECIAL PERMIT

SHEET DEVELOPER:
THE VILLAGE MIAMI, LTD.
 6500 N.W. 25th Avenue
 Miami, Florida 33147
 T: 305 696 4450 F: 305 696 4455

ARCHITECTONICA
 ARCHITECTS
 1000 BROADWAY
 SUITE 1000
 MIAMI, FLORIDA 33139
 T: 305 571 1111 F: 305 571 1112



Water and Sewer
P. O. Box 330316 • 3575 S. Lejeune Road
Miami, Florida 33233-0316
T 305-665-7471

miamidade.gov

October 24, 2011

Horacio Pulido, P.S.M.
City of Miami - Public Works Department
444 S.W. 2nd Avenue, Suite 412
Miami, Florida 33130

Via U.S. Mail

RE: NORTHWESTERN TRACTS – Tentative Plat No. 1708 (T-22517)
Section 14-53-41

Dear Mr. Pulido:

Although there are no Miami-Dade Water and Sewer Department (WASD) facilities located within the platted easement, as per PB 52, Page 26, WASD indeed owns, maintains and operates existing water/sewer facilities located within the boundaries of the Right of Ways of NW 68th Street and NW 7th Court, which are intended to be closed and vacated by this subdivision.

WASD does not object to the approval of this Tentative Plat, provided that standard WASD Utility Easements with a minimum vertical clearance of 25 feet be dedicated by this plat as follows:

- A 12' WASD UE and a 15' WASD along the NW 68th Street and NW 7th Street, as applicable. These easements can be combined, as long as minimum width are observed along the sides of existing mains.
- An Ingress-Egress easement along NW 68th Street with appropriate turn around radius return in order to provide access to the herein proposed Tract B (WASD's site). Radius return to be accommodate within the currently platted right of way or within the adjacent parcel to the North (herein proposed Tract A).

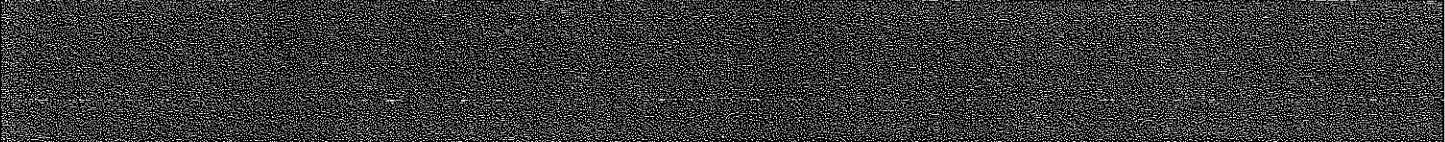
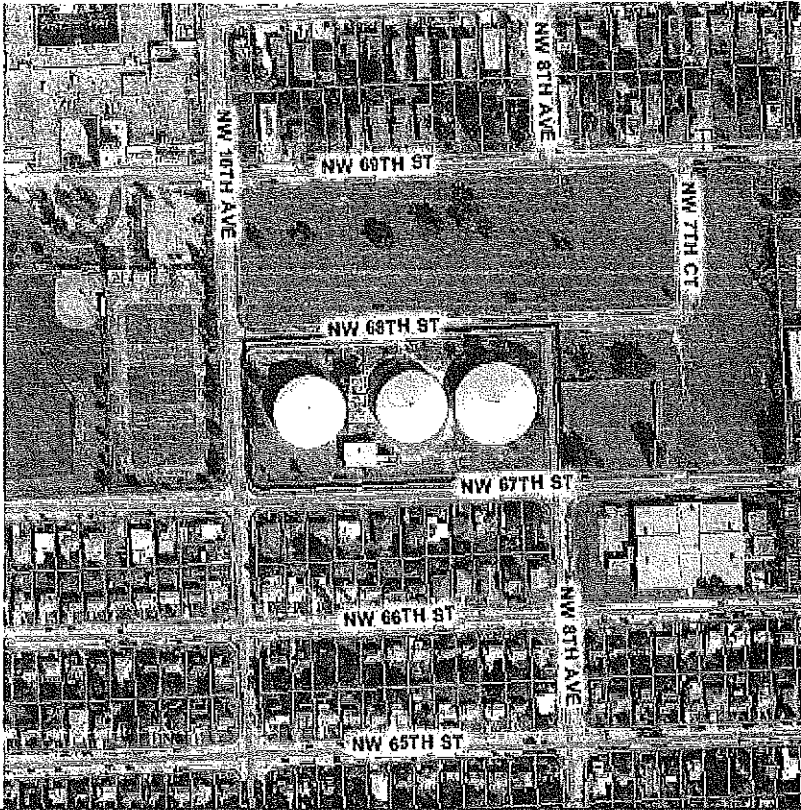
We respectfully request that WASD's consent be asked before Final Plat approval in order to ensure that our requirements have been met. Should you have any questions regarding this matter, do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Odalys C. Bello", written over a horizontal line.

Odalys C. Bello, P.S.M.
Right of Way - Plans Review - New Customer Division -WASD
3575 S. Le Jeune Rd. 3rd Floor
Miami, Florida 33146-2221
obello@miamidade.gov.

cc: Sergio Garcia, P. E., WASD Plans Review Section Manager
file



Loading..

Summary Details:

Folio No.:	01-3114-001-0010
Property:	911 NW 67 ST
Mailing Address:	MIAMI-DADE COUNTY WATER AND SEWER 3071 SW 38 AVE MIAMI FL 33146-1520

Property Information:

Primary Zone:	8000 COMMUNITY FACILITIES
CLUC:	0047 DADE COUNTY
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	1
Lot Size:	4.59 ACRES
Year Built:	0
Legal Description:	WATER STORAGE NO 1 PB 52-26 TR A & S25FT OF NW 68 ST LYG N & ADJ CLOSED PER R-97- 906 LOT SIZE 200053 SQ FT

Assessment Information:

Year:	2012	2011
Land Value:	\$550,146	\$550,146
Building Value:	\$280,000	\$280,000
Market Value:	\$830,146	\$830,146
Assessed Value:	\$830,146	\$830,146

Taxable Value Information:

Year:	2012	2011



MEMORANDUM

(Revised)

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

DATE: June 4, 2013

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

SUBJECT: Agenda Item No. 8(O)(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(0)(1)
6-4-13

RESOLUTION NO. R-443-13

RESOLUTION APPROVING AGREEMENT BETWEEN THE COUNTY, THE VILLAGE OF MIAMI, LTD. AND THE CITY OF MIAMI FOR THE VILLAGE MIAMI, LTD. TO CONSTRUCT ROADWAY IMPROVEMENTS AT THEIR OWN COST IN THE PUBLIC RIGHT-OF-WAY IN THE CITY OF MIAMI TOTALING \$50,456.00 ON LAND ABUTTING MIAMI-DADE WATER AND SEWER DEPARTMENT'S PROPERTY ALONG THE NORTH RIGHT-OF-WAY LINE OF N.W. 68 STREET AND IMMEDIATELY ALONG THE NORTHERLY MOST 97 FEET OF THE EAST SIDE THEREOF; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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

WHEREAS, The Village Miami, Ltd., a developer, owns the land between N.W. 10 Avenue and N.W. 7 Avenue, from N.W. 69 Street to N.W. 67 Street, with the exception of Folio No. 01-3114-001-0010, which is owned by WASD; and

WHEREAS, WASD owns a 4.59 acre lot bounded to the north by N.W. 68 Street, to the south by N.W. 67 Street, to the west by N.W. 10 Avenue and to the east 283 feet from N.W. 7 Court ("WASD's Property"), which property bears Folio No. 01-3114-001-0010; and

WHEREAS, WASD's Property abuts the developer's property along the north right-of-way line of N.W. 68 Street and immediately along the northerly most 97 feet of the east side thereof; and

WHEREAS, WASD's Property houses three (3) water storage tanks, and several County-owned water and sewer pipelines are located between N.W. 67 Street and N.W. 69 Street from N.W. 10 Avenue and N.W. 7 Avenue; and

WHEREAS, The Village Miami, Ltd. intends to build an apartment complex on its property but must have the property re-platted in order to proceed; and

WHEREAS, the re-plat, to be known as the Northwestern Tract, will include WASD's Property; and

WHEREAS, prior to re-platting, pursuant to its Code, the City of Miami requires that various road improvements be made and that an agreement to that effect be executed by all landowners whose lands are to be included in the re-plat, a copy of which is attached hereto and is entitled "Agreement for Construction of Certain Improvements Pursuant to provisions of Chapter 54, Section 54-46, and Chapter 55 of the Code of the City of Miami, Florida" (the "Agreement"); and

WHEREAS, as indicated in the Agreement, The Village Miami, Ltd. will pay for and complete all required roadway improvements, and the County will not be responsible for any of the costs or construction for such required roadway improvements,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the attached Agreement and authorizes the County Mayor or County Mayor's designee to execute same and exercise the provisions contained therein.

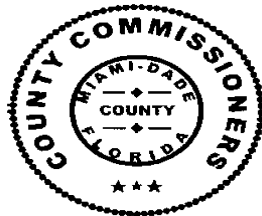
The foregoing resolution was offered by Commissioner **Sally A. Heyman** who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of June, 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 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.

SED

Sarah E. Davis

improvements, it is not in the public interest that such construction of work should be prolonged to the extent that it would have a disorganizing effect upon the neighborhood. After the work is started, the Owner hereby agrees to complete said work diligently so as to complete it in a reasonable length of time as determined by the Department of Public Works. Time is of the essence in performance of the work.

2. In accordance with the provisions of said Chapter 54, Section 54-46 and Chapter 55, of the Code of the City of Miami, Florida, as amended, the Owner herewith deposits to the City a Cashier's Check in the amount of \$50,456.00, which amount is not less than one hundred (100%) percent of the estimated cost of the construction of the improvements listed in the attached Exhibit "B", plus thirty-two (32%) percent for engineering and contingent costs and damages. The cashier's check shall be as is defined by Florida Statute § 673.1041 ("Negotiable Instrument) and otherwise comply with applicable provisions of Chapter 673, Florida Statutes applicable to cashier's checks. Upon completion and acceptance of the construction of said improvements and only after submission by the Owner, to the City of Miami Department of Public Works, the conditions of the deposit thereof being such that if the Owner shall fully faithfully perform the work in accordance with the terms of this Agreement and has submitted to the City of Miami Department of Public Works, a letter from a Registered Surveyor and Mapper certifying that the Permanent Reference Monuments indicated on the Plat have been properly installed and are in place, the amount of said check shall be returned to the Owner; otherwise, in the event of the failure or neglect of the Owner to perform said agreement, said check shall be applied by said City to the cost of constructing or completing the improvements, together with any engineering and contingent costs, and any damages direct or indirect, not to exceed thirty-two (32%) percent thereof, which the City may sustain on account of the failure of the Owners to carry out and execute the provisions of this Agreement. Owner further covenants and agrees to pay the City reasonable attorneys' fees in the Owner's default.
3. The City shall have the right to collect the sum estimated to construct or complete the improvements set forth in Exhibit "B", said sum to be estimated by the Department of Public Works of the City, which shall include engineering and contingent costs and any damages direct or indirect, not to exceed thirty-two (32%) thereof, plus reasonable attorneys' fees which the City may sustain on account of the failure of the Owner to carry out and execute the provisions of this Agreement; provided further that the City Commission of Miami, Florida, shall have the right to construct, or cause to be constructed, after public advertisement and receipt of bids, the improvements as provided for in said Agreement, and in the event that the City Commission of Miami, Florida, exercises such right, it shall have the right to collect the final costs of said improvements, together with any engineering and contingent costs, and any damages direct or indirect, not to exceed thirty-

two (32%) percent thereof, plus reasonable attorneys' fees, which the City may sustain on account of the failure of the Owner to carry out and execute all the provisions of this Agreement. Said Cashier's Check is attached hereto as Exhibit "C" and made a part hereof by reference.

4. This Agreement will be recorded by the Owner in the Public Records of Miami-Dade County within thirty (30) days of its acceptance by the City at the Owners own cost and expense. Within thirty (30) days of being recorded the Owner will provide a certified copy of the recorded instrument to the City of Miami Public Works Director at 444 S.W. 2 Avenue, 8th Floor, Miami, Florida 33130-1910.
5. The Owner and the City agree that Miami-Dade County, which owns a portion of the land to be re-platted as shown on Exhibit "A", is not considered the Owner for purposes of this Agreement and shall not be responsible, financially or in any other way, for any of the improvements required to the Northwestern Tract as imposed by this Agreement and shown on Exhibit "B" hereto. Additionally, the Owner and the City agree that Miami-Dade County shall not be responsible for performance or completion of any of the improvements identified on Exhibit "B". Further, Miami-Dade County shall not be liable for any claims, damages or causes of action that arise, directly or indirectly, as a result of the improvements or performance of the improvements shown on Exhibit "B".

IN WITNESS WHEREOF, the Owner has caused this Agreement to be executed this 14 day of March, A.D., 2015.

ATTEST: [Signature]

Secretary

The Village Miami, Ltd. a Florida Limited partnership

By and through its General New Urban Development, LLC, a limited liability company

[Signature]
President (Corporation)

(Corporate Seal)

ATTEST: N/A
Secretary

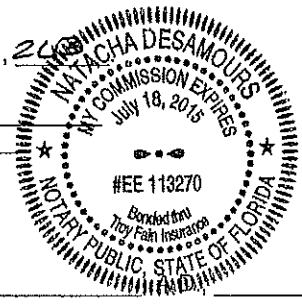
(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I hereby certify: That on this day personally appeared before me Natasha Desamours an officer duly authorized to administer oaths and take acknowledgments, OLIVER L. GROSS and _____ and _____ respectively of _____ Corporation, and who are (is) personally known to me or who have produced _____ and _____ respectively as identification and who executed the foregoing instrument and acknowledged the execution thereof to be _____ free act and deed as such officer for the purposes therein expressed and who did (did not) take an oath.

Witness: My hand and official seal this 14 day of March, A.D., 2015

Signature of Person Taking Acknowledgement: [Signature]
Print Name of Acknowledger: Natasha Desamours
Notary Public, State of FL
Serial Number, (if any) EE113276
My Commission Expires: 7/18/15



Approved and accepted on behalf of the City of Miami, Florida, this _____ day of _____

WITNESS TO SIGNATURE _____

PRINT NAME (FIRST WITNESS) _____

WITNESS TO SIGNATURE _____

PRINT NAME (SECOND WITNESS) _____

By: _____
Director, Department of Public Works

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Miami-Dade County Mayor

Approved by County Attorney as
to form and legal sufficiency:

By: _____

CORPORATION FORM

IN WITNESS WHEREOF, the OWNER have caused these presents to be executed on and signed in its name by its proper officer and its corporate seal to be affixed hereto and attested to by its Secretary, the day and year first above set forth.

Signed, Sealed and Delivered in the Presence of:

[Signature]
WITNESS TO SIGNATURE

Elon METOYER
PRINT NAME (FIRST WITNESS)

By: [Signature]
President

Attest: N/A
Secretary

(Corporate Seal)

[Signature]
WITNESS TO SIGNATURE

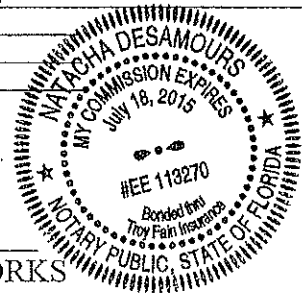
Charles Sims
PRINT NAME (SECOND WITNESS)

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I hereby certify: That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Oliver H. Gross and _____ and _____ respectively of _____ Corporation, and who are (is) personally known to me or who have produced _____ and _____ respectively as identification and who executed the foregoing instrument and acknowledged the execution thereof to be _____ free act and deed as such officer for the purposes therein expressed and who did (did not) take an oath.

Witness: My hand and official seal this 14 day of March, A.D., 2013.

Signature of Person Taking Acknowledgement: [Signature]
Print Name of Acknowledger: Natacha Desamours
Notary Public, State of FL
Serial Number, (if any) EE 113276
My Commission Expires: 7/18/15



APPROVED:

DIRECTOR, DEPARTMENT OF PUBLIC WORKS

This Instrument Prepared by

Department of Law
City of Miami, Florida
Attention: City Attorney
444 SW 2nd Avenue, Suite #945
Miami, Fl. 33130.