

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 3, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a
Restrictive Covenant Agreement
between Miami-Dade County
and the Town of Miami Lakes
related to the Miami Lakes
Branch Library renovation and
expansion project; authorizing
the County Mayor to record the
Restrictive Covenant Agreement
and exercise all rights contained
therein

Resolution No. R-883-23

The accompanying resolution was prepared by the Library Department and placed on the agenda at the request of Prime Sponsor Senator René García.


Geri Bonzon-Keenan
County Attorney

GBK/gh

Memorandum



Date: October 3, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Resolution Approving a Restrictive Covenant Between Miami-Dade County and the Town of Miami Lakes Related to the Miami Lakes Branch Library Renovation and Expansion Project

Executive Summary

The purpose of this item is for the Board of County Commissioners (Board) to approve a Restrictive Covenant Agreement (Covenant) with the Town of Miami Lakes (Town) related to an upcoming renovation and expansion project to the Miami Lakes Branch Library (Library), located at 6699 Windmill Gate Road, Miami Lakes, FL 33014. The Town requested the Covenant as part of the recent site plan and rezoning approvals for the renovation and expansion project at the Library. The Covenant seeks to ensure that the property continues to be utilized as a library and conforms with existing Deed restrictions on the property.

Recommendation

It is recommended that the Board approve the Covenant between Miami-Dade County (the County) and the Town as a condition of the site plan and rezoning approvals received from the Town on June 6, 2023, for the improvement of the Library.

Scope

The Miami Lakes Branch Library is located at 6699 Windmill Gate Road, Miami Lakes, FL 33014, in County Commission District 13, which is represented by Senator Rene Garcia.

Fiscal Impact/Funding Source

There is no fiscal impact to the County resulting from this Covenant.

Track Record/Monitor

Library Assistant Director, Lydia Lopez, will be responsible for monitoring the Covenant.

Delegated Authority

Upon approval of this item, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the Covenant.

Background

In 1978, Sengra Corporation deeded the property to the County for the construction of a public library. The Special Warranty Deed conveying the property contained a restriction for the use of the property as a public library site. The Miami Lakes Branch Library has been providing library services to the community since it opened to the public in February 1981.

The Miami-Dade Public Library System (Library System) has been working to update and modernize its 50 facilities throughout the County and is in the process of renovating and expanding the Miami

Lakes Branch to better serve residents. The renovation includes the addition of approximately 5,000 square feet to the existing facility, new impact-resistant windows and doors, a new energy-efficient “cool roof,” electronic vehicle (EV) charging stations, a new Children’s Room and YOUmedia Miami technology space, a renovated auditorium, new multipurpose community rooms, and new energy-efficient LED lighting. These renovations align with the County’s resiliency efforts in capital projects, while providing the services, programs, and amenities available in our newest library facilities.

Because the Library is located within the Town, the Town is responsible for zoning and site plan approval. In addition to site plan approval, the project also required a zoning correction because the current zoning of the property as RU-TH (Residential Town House) is a non-conforming use in the Town’s Comprehensive Plan. The Town’s recommended zoning is BU-2 (Special Business District). The Town considered the County’s application for rezoning and redevelopment at its May 9, 2023 and June 6, 2023 Council meetings. As part of the zoning and site plan approval, the Town required the Covenant (Attachment 1 to the resolution) with the County to ensure that the property continues to be exclusively used as a public library for the use and enjoyment of the public. Under the terms of the original Special Warranty Deed and this Covenant, should the site cease to be used as a public library, then it will be dedicated to the perpetual use of the public for a passive park, which the County shall develop as an open space for park and recreational purposes. The Covenant is consistent with the 1978 Special Warranty Deed restriction requiring the site to be used for a public library. As such, approval of this Covenant is recommended as it does not impose any new requirements on the County, and will allow the County to proceed with permitting, bid, and award for this improvement project.



Morris Copeland, CPM
Chief Community Services Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 3, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(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
- ☐ Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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. 9(A)(1)
10-3-23

RESOLUTION NO. _____ R-883-23

RESOLUTION APPROVING A RESTRICTIVE COVENANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES RELATED TO THE MIAMI LAKES BRANCH LIBRARY RENOVATION AND EXPANSION PROJECT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD THE RESTRICTIVE COVENANT AGREEMENT AND EXERCISE ALL RIGHTS CONTAINED THEREIN

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:

Section 1. Approves, in substantially the form attached hereto as Attachment 1, the Restrictive Covenant Agreement between Miami-Dade County and the Town of Miami Lakes related to the Miami Lakes Branch Library renovation and expansion project, ensuring continued use of the property as a public library.

Section 2. Authorizes the County Mayor or County Mayor's designee to record the Restrictive Covenant Agreement in the public records and exercise all rights contained therein of the Restrictive Covenant Agreement.

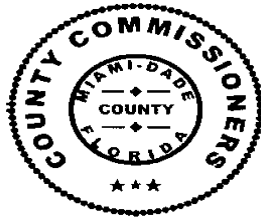
The foregoing resolution was offered by Commissioner **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK



By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mjs

Melanie J. Spencer

ATTACHMENT 1

Prepared By and Return To:
Lorenzo Cobiella, Esq.
Gastesi, Lopez and Mestre, PLLC
8105 N.W. 155 Street
Miami Lakes, Florida 33016

RESTRICTIVE COVENANT AGREEMENT

This RESTRICTIVE COVENANT AGREEMENT (this "Agreement"), dated as of _____, 2023, is entered into by the Town of Miami Lakes, a Florida Municipal Corporation (the "Town"), and Miami-Dade County ("County"), a political subdivision of the State of Florida. Together the Town and County shall be referred to jointly as the "Parties."

RECITALS

WHEREAS, contemporaneously herewith, the County, via its Miami-Dade Public Library System ("Library") has submitted an application for re-zoning and a site plan for the re-development of the Miami Lakes Branch Library located at 6699 Windmill Gate Road, Miami Lakes, Florida 33014 and legally described as: See Exhibit "A." (hereinafter referred to as the ("Site")); and

WHEREAS, on May 9, 2023 and June 6, 2023, a series of Public Hearings was conducted where the Town's governing body considered the County's application for the rezoning and redevelopment of the Site. Attached as Exhibit "B" is a true and correct copy of Staff Report for Zoning Application ZONE2023-0126, and Site Plan Application PHSP2023-0127 (hereinafter referred to as the "Applications"); and

WHEREAS, on April 24, 1978 the County entered into a Special Warranty Deed when the Sengra Corporation conveyed the Site to the County and the Warranty Deed restricted the use of the site as a public library, and if the site ceases to be used as a library, then it is dedicated to the perpetual use of the public for a park, which the County shall develop as a landscaped open space for park and recreational purposes; and

WHEREAS, in consideration for approval of the Applications, the Parties have agreed to the following:

AGREEMENT

NOW, THEREFORE, as a material inducement for the Town's approval of the Applications, and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Restriction on Site. The County shall use the Site exclusively as a public library for the use and enjoyment of the public. Should the Site cease to be used as a public library, then it will be dedicated to the perpetual use of the public for a passive park, which the County shall develop as a landscaped open space for park and recreational purposes.

2. Enforcement and Remedies. Each covenant, agreement and obligation of this Agreement shall be enforceable by any party hereto, their successors and assigns by a proceeding for specific performance or a prohibitive or mandatory injunction, or by a suit or action to recover damages, in addition to all other remedies available at law or in equity. If legal proceedings are instituted in connection with the rights or enforcement of the remedies provided in this Agreement, the prevailing party shall be entitled to recover its costs and expenses including, without limitation, reasonable attorneys' fees. The "prevailing party" is the party that obtains substantially the result sought, whether by settlement, dismissal or judgment, and if such dismissal occurs other than by settlement, it is the non-dismissing party. Notwithstanding the foregoing, if the judgment obtained awards only nominal damages, then neither party is the prevailing party. The obligation for payment of any costs due hereunder shall constitute a lien against the real property owned by the defaulting party; provided, however, that such lien shall be subject and subordinate any first priority security deed encumbering such real property.
3. Notices. Any notice to any party hereto shall be in writing and shall be deemed given (a) the date personally delivered to the recipient of such notice, or (b) the third (3rd) day after deposit in the U.S. Mail, postage-prepaid certified mail, return-receipt requested addressed to the recipient at the address provided for below or such other place as any party hereto, may designate by providing written notice thereof in the manner herein described.

With copies to: County Attorney's Office
Attn: Melanie Spencer
111 NW 1st Street
28th Floor
Miami, FL 33128

4. Covenant Running with the Land. The terms, conditions, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon the heirs, representatives, successors and assigns of the parties hereto.
5. Miscellaneous.
- a. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the subject matter contained herein. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. If any provision of this Agreement is invalid or unenforceable in whole or in part, the validity or enforceability of the other provisions of this Agreement shall not be affected.
- b. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.
- c. This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida.

THIS AGREEMENT has been executed as of the date first set forth above.

Signed, sealed and delivered in the presence of:

"County"
Miami-Dade County
By: County Mayor

Print Name:_____

By:_____
Daniella Levine Cava
Mayor

Print Name:_____

STATE OF FLORIDA)
)

COUNTY OF)
MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ____ physical presence
or ____ online notarization this ____ day of _____, 2023, by XXXXXX as
XXXXXX of the Miami-Dade County, a political subdivision of the State of Florida. He is [
] personally known to me or [] has produced _____
as identification.