



RESOLUTION # 2015-38

RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR A COVENANT OF CONSTRUCTION WITHIN MIAMI-DADE COUNTY RIGHT OF WAY REQUESTING PERMISSION TO INSTALL BRICK PAVERS; INSTALL SOLAR POWERED PEDESTRIAN CROSSWALK FLASHERS; INSTALL RAISED CURB AND GUTTER IN CENTER OF RIGHT-OF-WAY AND INSTALL ALEXANDRIA PALMS AND GROUND COVERS IN CENTER MEDIUM IN THE AREA DESCRIBED AS 901 S.W. 62ND AVE, WEST MIAMI, FL IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS ON FILE WITH THE DEPARTMENT OF PUBLIC WORKS AND WASTE MANAGEMENT; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the City of West Miami hereinafter referred to as "owner", is the owner of the real property described in the attached Covenant of Construction within Miami-Dade County Right-of-Way desires to accomplish the purpose outlined in the accompanying Covenant of Construction within the Miami-Dade County Right-of-Way, and

WHEREAS, the Mayor and City Commission understand that the execution of the Memorandum of Understanding, attached hereto and made a part hereof, with Miami-Dade County would enhance the image of the City of West Miami, and

WHEREAS, said owner has agreed to the terms and conditions set forth in this resolution in consideration for the granting of the permit by Miami-Dade County.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI AS FOLLOWS:

SECTION 1. The aforementioned statements are true and correct and adopted as is fully stated herein.

SECTION 2. That the City Manager is authorized to execute the Memorandum of Understanding with Miami-Dade County for the enhancement of the image of the City of West Miami by undertaking the construction described in the attached Memorandum of Understanding.

SECTION 3. In consideration of the approval and issuance of the permit by the Miami-Dade County Public Works, Waste Management Department, the Owner agrees as follows:

a) To maintain and repair, when necessary, the above mentioned item(s) installed within the dedicated right of way. If it becomes necessary for the County to make repairs or maintain said item(s) without limitation, restoration of streets and sidewalks within public right of way by reason of the Owner's failure to do so, such expense shall be paid by the Owner or shall constitute a lien against the above described property until paid.

b) The Owner does hereby agree to indemnify, save and hold Miami-Dade County harmless and defend from any and all liability including legal fees and court costs which may arise by virtue of Miami-Dade County permitting the installation of these item(s) within the public right of way.

c) The Owner does hereby agree to remove or relocate their facilities at their own expense, within 60 days' notice by the Public Works & Waste Management Department to do so. Failure to comply with this notice will result in the County causing the items(s) to be removed and a lien being placed on the property and/or assessed against the owner for all costs incurred in the removal and disposal of the item(s).

d) The City of West Miami further agrees that these conditions shall be deemed a covenant running with the land in favor of Miami-Dade County and shall remain in full force and effect and be binding on the City of West Miami, its assigns, 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 Public Works & Waste Management Department (or fully authorized representative of Miami-Dade County).

e) That the Manager of the City of West Miami has the legal authority to enter into this agreement.

SECTION 4. This Resolution shall take effect immediately upon passage by the City Commission and signature of the Mayor.

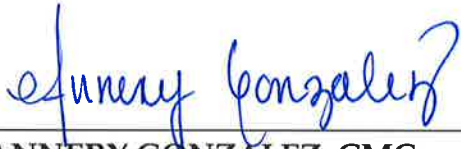
PASSED AND ADOPTED this 15th of July 2015.

APPROVED:



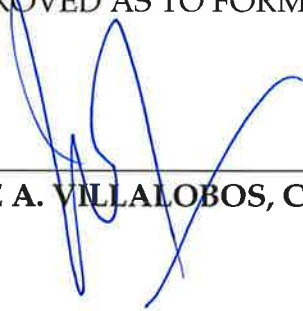
EDUARDO H. MUHIÑA, MAYOR

ATTEST:



**ANNERY GONZALEZ, CMC
CITY CLERK**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



JOSE A. VILLALOBOS, CITY ATTORNEY

ROLL CALL:

MAYOR EDUARDO H. MUHIÑA	<u>Y</u>
VICE -MAYOR JUAN M. BLANES	<u>Y</u>
COMMISSIONER CANDIDA BLANCA	<u>NOT PRESENT</u>
COMMISSIONER RHONDA A. RODRIGUEZ	<u>Y</u>
COMMISSIONER LUCIANO L. SUAREZ	<u>Y</u>



Public Works & Waste Management Department
111 NW First Street, 14th Floor
Miami, FL 33128

**COVENANT OF CONSTRUCTION
WITHIN MIAMI-DADE COUNTY RIGHT OF WAY**

WHEREAS, City of West Miami

Hereinafter referred to as the OWNER(S) of the following described property:

901 SW 62 Avenue, West Miami, Fl Folio# 15-4012-000-0170
Property Address

Request(s) permission to install the item(s) listed below within the public right-of-way in accordance with the approved plans and specifications on file with the Department of Public Works & Waste Management.

- a. Install brick pavers on SW62 Ave and SW 9 St.
- b. Install solar power pedestrian crosswalk flashers
- c. Install raised curb and gutter in center of right-of-way
- d. Install Alexandria palms and ground cover in center medium

IN CONSIDERATION of the approval and issuance of the permit by the Miami-Dade County Public Works & Waste Management Department, the Owner(s) agree(s) as follows:

1. To maintain and repair, when necessary, the above mentioned item(s) installed within the dedicated right of way. If it becomes necessary for the County to make repairs or maintain said item(s) without limitation, restoration of streets and sidewalks within public right of way by reason of the Owner's failure to do so, such expense shall be paid by the Owner or shall constitute a lien against the above described property until paid.
2. The Owner does hereby agree to indemnify, save and hold Miami-Dade County harmless and defend from any and all liability including legal fees and court costs which may arise by virtue of Miami-Dade County permitting the installation of these item(s) within the public right of way.
3. The Owner does hereby agree to remove or relocate their facilities at their own expense, within 60 days' notice by the Public Works & Waste Management Department to do so. Failure to comply with this notice will result in the County causing the items(s) to be removed and a lien being placed on the property and/or assessed against the owner for all costs incurred in the removal and disposal of the item(s).
4. The undersigned further agrees that these conditions shall be deemed a covenant running with the land in favor of Miami-Dade County and shall remain in full force and effect and be binding on the undersigned, his/their heirs and assigns, 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 Public Works & Waste Management Department (or fully authorized representative).
5. That all individual(s) signing this agreement have the legal authority to enter into this agreement.

Signature of Owner
PRINT NAME _____
STATE OF FLORIDA COUNTY OF MIAMI-DADE
Sworn to and subscribed before me this _____
day of _____, 20____
(SEAL) _____
 Personally known Produced Identification
Type of Identification Produced _____

Signature of Owner
PRINT NAME _____
STATE OF FLORIDA COUNTY OF MIAMI-DADE
Sworn to and subscribed before me this _____
day of _____, 20____
(SEAL) _____
 Personally known Produced Identification
Type of Identification Produced _____

Approved as to form and legal sufficiency for the City of West Miami
Jose Villalobos, City Attorney _____ CMLC 10/01/2014