

RESOLUTION No. 2008-56-743

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN ADDENDUM TO THE AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND THE MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT FOR THE PROVISION OF WATER AND SEWER SERVICES, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in September 2006, the City Council approved an Agreement between Miami-Dade County Water and Sewer Department and the City of Miami Gardens for water and sewer services to serve the Miami Gardens Community Center, and

WHEREAS, that Agreement has expired and it is necessary for the parties to extend the Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORITY: The City Manager and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Addendum to that Agreement between the City of Miami Gardens and the Miami-Dade County Water and Sewer Department for the provision of water and sewer services at the Miami Gardens Community Center, a copy of which is attached hereto as **Exhibit A**.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to the Miami-Dade County Water and Sewer Department, and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON MARCH 26, 2008.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, CMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilman Williams
SECONDED BY: Councilman Bratton

VOTE: 6-1

Mayor Shirley Gibson	<u> X </u> (Yes)	<u> </u> (No)
Vice Mayor Barbara Watson	<u> X </u> (Yes)	<u> </u> (No)
Councilman Melvin L. Bratton	<u> X </u> (Yes)	<u> </u> (No)
Councilman Oliver G. Gilbert III	<u> x </u> (Yes)	<u> </u> (No)
Councilman Aaron Campbell	<u> x </u> (Yes)	<u> </u> (No)
Councilwoman Sharon Pritchett	<u> </u> (Yes)	<u> x </u> (No)
Councilman André Williams	<u> x </u> (Yes)	<u> </u> (No)

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City of Miami Gardens

1515 NW 167th Street
Building 5, Suite 200
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilman Aaron Campbell Jr.
Councilwoman Sharon Pritchett
Councilman André Williams

Agenda Cover Page

Date: **March 26, 2008**

Fiscal Impact: No Yes

(If yes, explain in Staff Summary)

Funding Source: N/A

Contract/P.O. Requirement: Yes No

Sponsor Name/Department:

Danny O. Crew, City Manager

Public hearing

Ordinance

1st Reading

Advertising requirement: Yes No

RFP/RFQ/Bid #

Quasi-Judicial

Resolution

2nd Reading

Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN ADDENDUM TO THE AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND THE MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT FOR THE PROVISION OF WATER AND SEWER SERVICES, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary

In September 2006, Council approved the resolution to allow the City Manager to enter into an agreement for water and sanitary services. Since that time, the agreement has expired.

The attached legislation authorizes the City Manager to execute an addendum to the agreement between Miami Dade County Water and Sewer Department and the City of Miami Gardens in order to render water and sewer service to the City's property, now known as Miami Gardens Community Center, identified as Folio No. 34-2104-001-0030 (County ID# 19596).

RECOMMENDATION: It is recommended that the City Council approve the addendum extending the date of the agreement to establish and service water and sewer connections for Miami Gardens Community Center.

CAROL CITY COMMUNITY CENTER, ID# 19596

**ADDENDUM NUMBER ONE
TO
AGREEMENT
FOR
WATER AND SANITARY SEWAGE FACILITIES
FOR
CAROL CITY COMMUNITY CENTER
BETWEEN
MIAMI - DADE COUNTY
AND
CITY OF MIAMI GARDENS**

This instrument prepared by:

**Michael Suchogorski
New Business Supervisor
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221**

CAROL CITY COMMUNITY CENTER, ID# 19596

THIS ADDENDUM, made and entered into this 11 day of April, 2008, by and between **Miami - Dade County**, a political subdivision of the State of Florida, hereinafter designated as the "**COUNTY**", and, **City Of Miami Gardens**, a municipal corporation of the State of Florida, hereinafter designated as the "**CITY**";

WITNESSETH

WHEREAS, the **COUNTY** and the **CITY** entered into an **Agreement** for **The Construction of Water and Sanitary Sewage Facilities** for "**Carol City Community Center, ID# 19596**" dated December 20, 2006, recorded in Official Records Book 25309 at Pages 3845 – 3874 of the Public Records of Miami-Dade County, Florida, hereinafter referred to as "**The Agreement**", and

WHEREAS, the **CITY** has been delayed in meeting the performance requirements specified in paragraph twenty-five (25) of **The Agreement**, and

WHEREAS, the **CITY** is now able to proceed with the development of the **CITY'S** property in accordance with said performance requirements, and

WHEREAS, the **COUNTY** is willing to enter into this **Addendum** provided that the **CITY** abides by any policies or standards of the **COUNTY** which have been revised since the date of **The Agreement**, and

WHEREAS, the **CITY** is willing to abide by such policies or standards as specified in this **Addendum**;

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties hereto to be made and performed, and in consideration of the benefits to accrue to each of the parties hereto, it is covenanted and agreed to as follows:

1. Paragraph twenty (20) of The Agreement is hereby modified to read as follows:

FACILITIES EASEMENTS. If the facilities contemplated herein or any portion thereof are installed within private property outside of public right-of-way, the facilities shall be installed in the center of a twelve (12) foot wide easement for water facilities and fifteen (15) foot wide easement for sewer facilities. Both require a twenty-five (25) foot minimum vertical clearance above the finished grade. The **DEPARTMENT** shall have twenty-four (24) hour access to the easement for emergency purposes. If the facilities are not located in platted easements, then easements shall be granted to the **COUNTY** by the **CITY** prior to the **COUNTY'S** installation of a water meter and/or the rendition of sewer service to the **CITY'S** property. The **CITY** may not place any structures in an easement area which would prevent the **DEPARTMENT**, at its sole discretion, from making full use of the easement, and the **CITY** shall remove same, at the **CITY'S** cost, at the direction of the **COUNTY**. The **CITY** may place structures in the easement area if such structures can be removed, with minimal effort by the **DEPARTMENT**, in the event that such structures need to be removed in order for the **DEPARTMENT** to make use of the easement; the **CITY** places such structures in the easement area at his

own risk, and the **DEPARTMENT** shall not be liable for any costs incurred by the **CITY** in replacing any such structures removed by the **DEPARTMENT**.

2. Paragraph twenty-one (21) of **The Agreement** is hereby modified to read as follows:

CONNECTION/FRONTAGE BY OTHERS. Parties other than the **CITY** who own property, other than the **CITY'S** property, which has frontage to any water main installed outside of the **CITY'S** property pursuant to this Agreement, may apply to the **COUNTY** for connections to said water main. If said parties actually connect and/or abut said facilities, the **COUNTY** will impose a construction connection charge equal to thirty dollars (\$30.00) for the twelve (12) inch water main, multiplied by the front foot length of the connecting/abutting property which fronts and/or abuts the water main as measured along the route of the main. The **COUNTY** will also impose construction connection charges on such other parties if said water main is required, in accordance with guidelines and criteria established by the **DEPARTMENT**, in order to provide adequate service for the fronting/abutting property. Said construction connection charges will not be required or collected from other parties for single-family residences occupied or under construction prior to the date of this Agreement. The **COUNTY** shall repay said construction connection charges to the **CITY** within ninety (90) days of receipt of same. However, the **COUNTY'S** liability for repayment to the **CITY** shall be limited to those amounts actually collected from others. This provision shall remain in effect for a

period of twelve (12) years from the date of the Absolute Bill of Sale for the water main facilities constructed by the **CITY**. Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes** will accrue on all construction connection charges from the date of the Absolute Bill of Sale for the water main facilities constructed by the **CITY** to the date of payment by the connecting/abutting party. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes** at the time of payment by the connecting/abutting party. It shall be the **CITY'S** responsibility to provide the **COUNTY** with current mailing addresses during the twelve (12) year period. In accordance with the **DEPARTMENT'S** "Schedule of Water and Wastewater Fees and Charges" the **DEPARTMENT** shall retain a "Developer Repayment Fee" currently in the amount of 2.5% of the gross repayment amount established herein. This fee is subject to revision by the Board of County Commissioners at any time. The fee percentage used will be the current rate at the time of the payment.

3. Paragraph twenty-five (25) of **The Agreement** is hereby modified to read as follows:

TERM OF AGREEMENT. Both the **DEVELOPER** and the **COUNTY** recognize that time is of the essence and that this Agreement shall be deemed null and void and unenforceable if the **DEVELOPER** fails to comply with any of the following conditions, where applicable:

a. After execution of this Addendum, work on the water and/or sewer facilities shall

commence within one hundred eighty (180) days from the execution date. Work shall be considered to have commenced and be in active progress when engineering drawings are submitted to the **DEPARTMENT** for review and approval, and, upon the **DEPARTMENT'S** issuance of said approval, a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the construction of the water and/or sewer facilities throughout the day on each full working day, weather permitting.

- b. Once the **CITY** commences work on the water and/or sewer facilities, said work cannot be suspended, abandoned, or not in active progress for a period exceeding one hundred eighty (180) days.
- c. The remedies specified herein are cumulative with and supplemental to any other rights which the **COUNTY** may have pursuant to the law or any other provision of this agreement.

4. **Exhibit "C" of The Agreement** is hereby replaced by **Exhibit "C"** attached hereto.

All terms and conditions of **The Agreement** not specifically modified by this **Addendum** shall remain in full force and effect.

CAROL CITY COMMUNITY CENTER, ID# 19596

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials as of the day and year above written.

WITNESSETH:

MIAMI - DADE COUNTY

[Signature]
signature

Sunny Macin
print name

[Signature]
signature

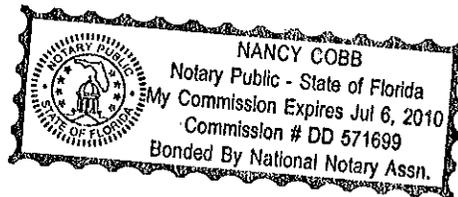
Nancy Cobb
print name

By: [Signature]
John W. Renfrow, P.E., Director
Miami-Dade Water and Sewer
Department

STATE OF FLORIDA
COUNTY OF MIAMI - DADE

The foregoing instrument was acknowledged before me this 11 day of April, 2008, by John W. Renfrow, P.E., Director, of the Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.

[Signature]
Notary Public



WITNESSETH:

**CITY OF MIAMI GARDENS, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA**

Ronetta Taylor
signature

By: [Signature]
signature

Ronetta Taylor
print name

Danny O. Crew
print name

Krista Woods
signature

Approved as to form and Legal Sufficiency:
[Signature]
City Attorney

Krista Woods
print name

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 31st day of March, 2008, by Dr. Danny O. Crew, who is personally known to me or and has hasn't produced N/A as identification and did/did not take an oath.

[Signature]
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Antranette Pierre
Commission # DD668896
Expires: JUNE 15, 2011
BONDED THRU ATLANTIC BONDING CO., INC.
Serial Number

Antranette Pierre
print name

Approved for Legal Sufficiency:
[Signature]
Assistant County Attorney

EXHIBIT "C" OF AGREEMENT
BETWEEN
MIAMI - DADE COUNTY
AND
CITY OF MIAMI GARDENS

BUILDING CONNECTION SCHEDULE

<u>Units</u>	<u>Gallonage (gpd)</u>	<u>Completion of Building Connection</u>
Construct and connect 17,728 sq-ft health spa, gym with showers	6,205	2008 - 2009
Construct and connect 2,500 sq-ft of office space	250	2008 - 2009
Construct and connect a two hundred fifty (250) - seat auditorium	750	2008 - 2009
Construct and connect a public swimming pool for sixty-five (65) persons	650	2008 - 2009
A public park (with toilet facilities) for 30 persons	150	2008 - 2009
Construct and connect 7,200 sq-ft storage space	36	2008 - 2009