

**RESOLUTION NO. 2016-R-116**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE INSTALLATION AND MAINTENANCE OF SPEED HUMPS AT DESIGNATED SECTIONS OF KEYSTONE BOULEVARD AND NORTH BAYSHORE DRIVE, IN ACCORDANCE WITH THE INTERGOVERNMENTAL AGENCY AGREEMENT EXECUTED BETWEEN THE CITY OF NORTH MIAMI AND MIAMI-DADE COUNTY; FURTHER AUTHORIZING THE CITY MANAGER TO REMOVE NONCONFORMING SPEED HUMPS AT DESIGNATED SECTIONS OF KEYSTONE POINT; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, a number of City of North Miami (“City”) residents have become increasingly concerned about vehicles speeding on Keystone Boulevard and North Bayshore Drive, and have expressed a desire to have traffic calming devices installed for the wellbeing of pedestrians and motorists alike; and

**WHEREAS**, in response to these concerns, City administration conducted a traffic study which demonstrated a consistent speeding problem on the subject streets, whereby traffic reaches an eighty-five (85) percentile speed of 32 miles per hour where the maximum speed limit is 25 miles per hour; and

**WHEREAS**, pursuant to Section 2-95.1 of the Miami-Dade County (“County”) Code of Ordinances, the County’s Traffic and Transportation Department (“Traffic Department”) has exclusive jurisdiction over all traffic control devices and must approve the engineering, installation and maintenance of all traffic calming devices including speed humps on City streets; and

**WHEREAS**, on July 30, 2014, the City and County executed an Intergovernmental Agency Agreement (attached hereto as Exhibit “A”) whereby the Traffic Department authorized the City to engineer, install and maintain speed humps on City streets, pursuant to Section 2-96.1 of the County Code of Ordinances; and

**WHEREAS**, Keystone Boulevard and North Bayshore Drive are municipal streets operated and maintained by the City; and

**WHEREAS**, the County requires the removal of nonconforming speed humps at

designated sections of Keystone Point, as depicted in the corresponding Council Report attached as reference; and

**WHEREAS**, the Mayor and City Council hereby authorize the installation and maintenance of speed humps at designated sections of Keystone Boulevard and North Bayshore Drive, in conjunction with the removal of nonconforming speed humps at designated sections of Keystone Point, as a crucial step in protecting the public health, safety and welfare, while concurrently safeguarding both public and private property.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1. Authority to Install and Maintain Speed Humps.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the installation and maintenance of speed humps at designated sections of Keystone Boulevard and North Bayshore Drive, in accordance with the Intergovernmental Agency Agreement executed between the City of North Miami and Miami-Dade County (attached hereto as Exhibit "A").

**Section 2. Authority to Remove Nonconforming Speed Humps.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to remove nonconforming speed humps at designated sections of Keystone Point, as depicted in the corresponding Council Report attached hereto by reference.

**Section 3. Effective Date.** This Resolution shall become effective upon adoption.

**PASSED AND ADOPTED** by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 7th day of November, 2016.

\_\_\_\_\_  
DR. SMITH JOSEPH  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:



\_\_\_\_\_  
JEFF P. H. CAZEAU, ESQ.  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Keys

Seconded by: Galvin

**Vote:**

Mayor Smith Joseph, D.O., Pharm. D.  
Vice Mayor Alix Desulme  
Councilman Scott Galvin  
Councilwoman Carol Keys, Esq.  
Councilman Philippe Bien-Aime

<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)

OFFICIAL FILE COPY  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
DADE COUNTY, FLORIDA

**INTERGOVERNMENTAL AGENCY AGREEMENT  
TO PERFORM TRAFFIC ENGINEERING FUNCTIONS**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS (AGREEMENT), made and entered into this 30<sup>th</sup> day of July, 2014, by and between the **CITY OF NORTH MIAMI, FLORIDA**, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the **CITY** and **MIAMI-DADE COUNTY (COUNTY)**, a political subdivision of the STATE OF FLORIDA, MIAMI-DADE County.

**WITNESSETH**

WHEREAS, pursuant to Section 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of the **COUNTY**; and

WHEREAS, the **CITY** desires to assume the installation and maintenance responsibilities of certain traffic engineering functions pertaining to its local municipal streets only; and

WHEREAS, the **COUNTY** has determined that the **CITY** is both equipped and able to perform the traffic engineering functions as herein specified on its local streets; and

WHEREAS the **CITY** has, by proper resolution attached hereto and by reference made a part hereof, authorized its officer(s) to enter into this **AGREEMENT**.

NOW THEREFORE, the **CITY** and the **COUNTY** agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The **CITY** will only install and maintain the following designated types of traffic control devices and only on those local municipal streets operated and maintained by the **CITY** within its boundaries:

**Speed Humps**

**Traffic Circles**

Traffic calming devices may be installed on local municipal streets only after an appropriate traffic engineering study has been performed and sealed and signed plans have been submitted to the Public

Works and Waste Management Department of the **COUNTY** for its review and approval.

3. The **CITY** shall attach a decal to the back of the sign panels indicating ownership and date of installation.

4. The **CITY** assumes sole and complete responsibility for the maintenance of all such signs that are installed by the **CITY** within its boundaries.

5. The **CITY** assumes sole and complete liability for any accidents and/or injuries which may or are alleged to occur or arise out of the installation, operation or maintenance of said traffic control devices, and hereby indemnifies and saves harmless the **COUNTY** from any and all claims of negligence as a result of the installation, operation or maintenance of said signs.

6. All traffic control signs installed by the **CITY** in accordance with this **AGREEMENT** shall conform to the applicable requirements established by the following publications:

Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6.1e-1989), including latest revisions.

Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration.

Miami-Dade County Public Works Manual (available from the Public Works and Waste Management Department, Reproduction Services, 111 NW 1 Street, Suite 1604, Miami, FL 33128)

7. For installation of traffic control devices, the **CITY** shall hire a **COUNTY** licensed contractor or perform the work in-house by the **CITY** Public Works crew.

8. Should the **CITY** install street name signs at the same site where a stop-top street name exists, then the **CITY** shall utilize the other corners of the intersection. Subsequently, the **CITY**, shall remove the **COUNTY'S** stop-top street name signs by an approved sign contractor. All signs and hardware removed shall be dismantled and returned to the Traffic Signals and Signs Division of the **COUNTY'S** Public Works and Waste Management

Department.

9. The CITY shall be responsible for keeping records of any and all installations and repairs, and furnishing pertinent documents as and when said records may be requested.

10. Failure to carry out any of the duties and responsibilities assumed herein by the CITY may result in termination of this AGREEMENT, at the sole discretion of the COUNTY.

IN WITNESS WHEREOF, the CITY and the COUNTY have set their hands the day and year above written.

Attest:

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
County Deputy Clerk

MIAMI-DADE COUNTY

By: \_\_\_\_\_  
Deputy Mayor



Approved as to form and legal sufficiency:

\_\_\_\_\_  
Assistant County Attorney

Attest:

By: \_\_\_\_\_  
City Clerk

CITY OF NORTH MIAMI

By: \_\_\_\_\_  
City Manager

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Attorney