

To: The Honorable Mayor and City Council

From: Maxine Calloway, A.A.C.P., Community Planning & Development Director

Date: January 8, 2013

RE: Resolution Granting Signage Easement to School Board of Miami-Dade County

RECOMMENDATION

Staff recommends approval of the proposed Resolution authorizing the City Manager to execute a Grant of Easement with the School Board of Miami-Dade County for the installation, operation, and maintenance of a freestanding identification sign for Alonzo & Tracy Mourning Senior High School on the North Miami Stadium property located at 2555 Northeast 151 Street.

BACKGROUND

The proposed sign is a freestanding identification sign containing an electronic message display. The sign will be erected on the North Miami Stadium property pending approval of the easement agreement, as the location originally sought on the County swale in front of the school was deemed prohibited by the County. . Since there is no room for the sign on the school site where it can be seen from the street, the School Board is requesting the easement for placement on City's property where the sign will be most visible.

At its meeting of December 19, 2012 the Board of Adjustment granted a variance to allow the sign faces to be 64 square feet in area when 40 square feet is the maximum permitted by the land development regulations. The Board conditioned the variance on the following:

1. That an easement agreement is approved by the City Council for the sign to be located on the North Miami Stadium property, which is owned by the City and adjacent to the school site.
2. That the sign complies with all other criteria specified in the amended sign ordinance including that criteria specifically pertaining to electronic message centers in Section 5-1503.F.
3. That the City be permitted reasonable use of the sign for advertisement of official City events.

Staff believes the granting of the easement will support the schools overall vision and will enable them to erect the sign.

Attachments

Resolution
Grant of Easement

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE A GRANT OF EASEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, TO THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF A FREESTANDING DOUBLE FACED LED ILLUMINATED IDENTIFICATION SIGN ON CITY OWNED PROPERTY, FOR THE USE OF THE ALONZO & TRACY MOURNING SENIOR HIGH SCHOOL BISCAYNE BAY CAMPUS; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, on December 13, 2005, the School Board of Miami-Dade County, Florida (“School Board”), and the City of North Miami (“City”) entered into an Interlocal Agreement, as subsequently amended, providing for mutual cooperation relating to the financing, construction, maintenance and operation of new educational and recreational facilities within the City, for the benefit of the City, the School Board and their respective student populations and residents; and

WHEREAS, the School Board is requesting permission to erect on City property, a freestanding double faced LED illuminated identification sign (“School Sign”) for the recently constructed Alonzo & Tracy Mourning Senior High School, situated at 2601 NE 151st Street; and

WHEREAS, City administration recommends the execution of a Grant of Easement, in substantially the attached form, to allow the School Board requisite access to City property for the installation, operation, and maintenance of the proposed School Sign; and

WHEREAS, the Mayor and City Council find that authorizing the City Manager and City Attorney to negotiate and execute a Grant of Easement to the School Board for a School Sign, is in the best interest of the City, and advantageous to the public health, safety and welfare.

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

Section 1. Authority of City Manager and City Attorney. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to negotiate and execute a Grant of Easement, in substantially the attached form, to the

School Board of Miami-Dade County, Florida, for the installation, operation and maintenance of a freestanding double faced LED illuminated identification sign on City owned property, for the use of the Alonzo & Tracy Mournig Senior High School Biscayne Bay Campus, attached hereto as "Exhibit A".

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of January, 2013.

ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

| | | |
|--------------------------------------|-------------|------------|
| Mayor Andre D. Pierre, Esq. | _____ (Yes) | _____ (No) |
| Vice Mayor Marie Erlande Steril | _____ (Yes) | _____ (No) |
| Councilperson Michael R. Blynn, Esq. | _____ (Yes) | _____ (No) |
| Councilperson Scott Galvin | _____ (Yes) | _____ (No) |
| Councilperson Jean R. Marcellus | _____ (Yes) | _____ (No) |

Prepared by and Return to:
Regine M. Monestime
City Attorney
CITY OF NORTH MIAMI
776 N.E. 125 Street
North Miami, FL 33161

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GRANT OF EASEMENT

THIS GRANT OF EASEMENT, is made this ____ day of _____, 2012, between the CITY OF NORTH MIAMI, a municipal corporation of the State of Florida, (hereinafter called "GRANTOR"), having its principal office at 776 NE 125th Street, North Miami, FL 33161, and MIAMI-DADE COUNTY SCHOOL BOARD, a public body corporate and politic existing under the laws of the State of Florida, (hereinafter called "GRANTEE"), having its principal office at _____. The GRANTEE and the GRANTOR are at times referred to herein, collectively, as the "PARTIES".

WITNESSETH

The GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the GRANTOR, has granted and does hereby grant to the GRANTEE, its successors and assigns, forever, the right and privilege of a non-exclusive easement on the property of the GRANTOR, shown and described on "EXHIBIT A", attached hereto and made a part hereof (hereinafter called "EASEMENT"), to install, operate and maintain a double face illuminated school use sign, with back to back electronic light emitting diode (LED) message with color video display (hereinafter called "SIGN"), and all appurtenances thereto, with the full right of ingress thereto and egress therefrom, on the express condition as provided herein.

The GRANTEE shall regulate the right of ingress thereto and egress therefrom so as not

to conflict with normal operations of the GRANTOR. However, the GRANTEE shall have full right to enter upon the EASEMENT at any time when normal operations or emergency repairs of the SIGN is required. GRANTEE shall also have the right to clean and keep the EASEMENT clear of trees and undergrowth which may interfere with the SIGN.

By acceptance of this instrument and to the extent provided and allowed under Section 768.28, Florida Statutes, the GRANTEE agrees to indemnify and hold harmless the GRANTOR from any and all lawsuits, claims, judgments, losses, damages, costs or charges including attorney's fees and court costs solely arising from the installation, maintenance, repair, use or existence of the GRANTEE'S SIGN.

The GRANTEE, during the course of future operation of the SIGN, shall not encroach beyond the boundaries of the EASEMENT or any other easement that may be granted by the GRANTOR. Should the EASEMENT be abandoned or discontinued by law or otherwise, or no longer of use for the purposes intended, or if the GRANTEE does not comply with any term, covenant, or condition of this instrument, then said EASEMENT shall automatically cease and revert with the right of immediate possession and right of entry to the GRANTOR or its successors in interest.

The GRANTOR does hereby affirm that it has full power and authority to grant this EASEMENT and GRANTEE accepts the property in "as is" condition.

Any disputes between the PARTIES under this instrument will be resolved in accordance with the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes, as amended from time to time.

(The rest of this page is intentionally blank.)

IN WITNESS WHEREOF, the PARTIES have executed this EASEMENT by their respective proper officers duly authorized the day and year first written above.

Signed, sealed and delivered
in the presence of a Witness:

GRANTOR:

By: _____

By: _____

Print Name: _____

Print Name: Stephen E. Johnson
Title: City Manager

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, who is personally known to me or who has produced _____ as identification.

Notary Signature

Print Name
Notary Public – State of Florida
Commission No:
My Commission Expires:

Signed, sealed and delivered
in the presence of a Witness:

GRANTEE:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, who is personally known to me or who has produced _____ as identification.

Notary Signature

Print Name
Notary Public – State of Florida
Commission No:
My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION AND SKETCH