

RESOLUTION NO. R-2009-160

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND COUNTRY BILL'S LAWN CARE, LLC FOR THE STORAGE OF COMMERCIAL EQUIPMENT; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami is the owner of certain property commonly known as Biscayne Landing; and

WHEREAS, Country Bill's Lawn Care, LLC is a business located in the City of North Miami providing lawn care services to the Biscayne Landing project; and

WHEREAS, the Country Bill's needs to have the ability to store commercial equipment on the Biscayne Landing; and

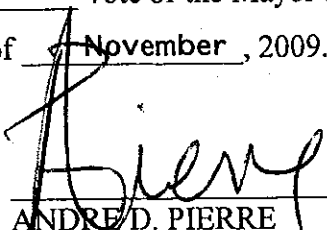
WHEREAS, the Mayor and City Council desires to allow Country Bill's to park and/or store certain commercial equipment on Biscayne Landing.

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

Section 1. Authority of the City Manager. The City Manager is hereby authorized to execute an agreement with Country Bill's Lawn Care, LLC in substantially the same form as in Exhibit A.

Section 2. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 24 day of November, 2009.



ANDRE D. PIERRE
MAYOR

ATTEST:

Rep for
Jacque Vieira
ALIX DESULME
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

V. Lynn Whitfield
V. LYNN WHITFIELD
CITY ATTORNEY

SPONSORED BY: COUNCILPERSON SCOTT GALVIN

Moved by: Councilman Blynn

Seconded by: Councilman Galvin

Vote:

| | | | | |
|---------------------------------------|----------|-------|-----------------|------|
| Mayor Andre D. Pierre | <u>X</u> | (Yes) | <u> </u> | (No) |
| Vice Mayor Marie Erlande Steril | <u>X</u> | (Yes) | <u> </u> | (No) |
| Councilperson Michael R. Blynn | <u>X</u> | (Yes) | <u> </u> | (No) |
| Councilperson Scott Galvin | <u>X</u> | (Yes) | <u> </u> | (No) |
| Councilperson Jean Rodrigue Marcellus | <u>X</u> | (Yes) | <u> </u> | (No) |

AGREEMENT FOR STORAGE OF COMMERCIAL VEHICLES

THIS AGREEMENT entered into on this _____ day of _____, 2009, between City of North Miami, hereinafter referred to as "City" a political subdivision incorporated under the laws of the State of Florida and Country Bill's Lawn Care, LLC, hereinafter referred to as "Country Bill's", a limited liability corporation under the laws of the State of Florida, with a principal business location of 13363 NE 16th Avenue, North Miami, Florida to establish conditions under which Country Bill's shall be allowed to store certain commercial equipment on property located in City.

WHEREAS, the City is the owner of certain property commonly known as the site for Biscayne Landing; and

WHEREAS, said property is currently encumbered by a Ground Lease to Biscayne Landing, LLC and is the subject of a foreclosure legal matter; and

WHEREAS, City has been advised that Biscayne Landing is allowing Country Bill's to park certain commercial equipment on the property which is being used for the Biscayne Landing project; and

WHEREAS, the parties acknowledge that the City cannot force Biscayne Landing to allow Country Bill's to park commercial equipment upon the property; and

WHEREAS, the parties agree that the sole purpose of this Agreement is to set forth under what conditions the City agrees not to cite Country Bill's for the commercial equipment being store equipment on site at Biscayne Landing.

NOW, THEREFORE, in consideration of the obligations and the performance of the provisions herein contained the sufficiency of which being hereby acknowledged, the parties hereto agree as follows:

1. Country Bill's shall be allowed to park and/or store the following items on-site at Biscayne Landing:

- 1 dump truck
- 1 bucket truck
- 1 bobcat
- 1 water storage truck
- 1 irrigation truck
- 1 trailer, measuring 10' x 30'
- 1 Toro scooter
- 1 pick-up truck
- 2 lawn mowers
- 1 trailer, measuring 12' x 6'

2. The parties agree that the equipment which may be parked and/stored at this location is to be used solely for work at Biscayne Landing and that in the event any of the equipment is utilized off the site of Biscayne Landing, it must be removed from the location and will no longer be permitted to be parked and/or stored there on a continuous basis.
3. Nothing in the preceding paragraph shall prohibit Country Bill's from removing the listed equipment from the site for refueling, maintenance and cleaning.
4. Country Bill's agrees to maintain the equipment in good working order and to insure that the equipment has no leaks at any time.
5. This Agreement shall be for a term of six (6) months and renewable by City Staff for a period not to exceed six (6) months.
6. This Agreement can be null and void at anytime that Biscayne Landing and/or any of its successors under the Ground Lease advise Country Bill's to remove the equipment.

7. In the event Country Bill's violates any of the terms of this Agreement, the Agreement can be deemed cancelled and Country Bill's shall immediately remove the equipment from the site within 48 hours.
8. In the event Country Bill's fails to remove the equipment from the site upon notification of a violation of this Agreement, City shall have the right to secure the equipment and/or fine Country Bill's a sum not to exceed Two Hundred Fifty Dollars (\$250.00) per day until the equipment is removed.
9. In no way does this Agreement interfere with the rights of Biscayne Landing to take legal action to remove Country Bill's from the property.
10. Notices to City provided for herein shall be sufficient if sent (i) by certified mail, return receipt requested, postage prepaid, or (ii) by hand delivery, or (iii) via recognized overnight delivery service, in any case addressed to:

City Manager
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

With copy to: City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

and notices to Country Bill's, shall be sufficient if sent (i) by certified mail, return receipt requested, postage prepaid, or (ii) by hand delivery, or (iii) via recognized overnight delivery service, in any case addressed to:

Country Bill's Lawn Care, LLC
c/o John Allred
13363 NE 16th Avenue
North Miami, Florida 33181

11. This Agreement contains the entire agreement between the parties and any modifications must be in writing.
12. Any dispute over the terms of this Agreement shall be governed by the laws of the State of Florida and the proper venue for any such action shall be Miami-Dade County, Florida.

IN WITNESS WHEREOF, this Agreement is executed as of the _____ day of _____, 2009.

WITNESSES:

CITY OF NORTH MIAMI

By: _____
Name: _____
Title: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

CITY ATTORNEY

COUNTRY BILL'S LAWN CARE, LLC

By: _____
Name: _____
Title: _____