



City of Miami

Legislation

Resolution: R-13-0219

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 13-00581

Final Action Date: 6/13/2013

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE A ROADWAY TRANSFER AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ("DEPARTMENT"), FOR THE TRANSFER OF STATE ROAD 5/US-1/BRICKELL AVENUE, MIAMI, FLORIDA, FROM THE DEPARTMENT STATE HIGHWAY SYSTEM TO THE CITY OF MIAMI ("CITY") STREET SYSTEM; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ALL OTHER AGREEMENTS, PERMITS AND ANY OTHER RELEVANT DOCUMENTS THAT MAY BE REQUIRED TO EFFECTUATE THE TRANSFERS.

WHEREAS, the Florida Department of Transportation ("Department") has completed a countywide analysis of potential roadway transfers and has identified corridors for possible transfer between governmental jurisdictions; and

WHEREAS, the City of Miami ("City") desires to assume jurisdictional responsibility for Brickell Avenue from I-95 to Southwest 8 Street, Miami, Florida; and

WHEREAS, the City will request the transfer of additional streets from the City Street System to the State of Florida Department of Transportation State Highway System by mutual agreement, and a subsequent Roadway Transfer Agreement, to be determined by September 30, 2013; and

WHEREAS, the City agrees with the terms and conditions contained in the Agreement, and these transfers are mutually agreed upon between the City and the Department;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as fully set forth in this Section.

Section 2. The City Manager is authorized {1} to execute the Roadway Transfer Agreement, in substantially the attached form, with the Department, for the transfer of State Road 5/US-1/Brickell Avenue, Miami, Florida, from State Road 9/I-95 to State Road 90/Southwest 8 Street, Miami, Florida, from the Department State Highway System to the City Street System.

Section 3. The City Manager is further authorized {1} to execute all other agreements, permits and any other relevant documents that may be required to effectuate the transfer.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{2}

Footnotes:

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

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**FLORIDA DEPARTMENT OF TRANSPORTATION & THE CITY OF MIAMI
ROADWAY TRANSFER AGREEMENT
SR 5/ BRICKELL AVENUE FROM SR 9/I-95 TO SR 90/US 41/SW 8 STREET**

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the “DEPARTMENT”, and CITY OF MIAMI, hereinafter called the “CITY”;

WITNESSETH

WHEREAS, the DEPARTMENT has requested the transfer of SR 5/ Brickell Avenue from SR 9/I-95 to SR 90/US 41/SW 8 Street from the State of Florida Department of Transportation State Highway System to the CITY Street System and this transfer is mutually agreed upon, between the CITY and the DEPARTMENT; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Section 335.0415, Florida Statutes;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CITY and the DEPARTMENT agree as set forth below:

This Agreement sets forth the terms and conditions under which the CITY and the DEPARTMENT will abide. The commencement of jurisdictional and maintenance responsibilities is the date of the approval of the roadway transfer by the Secretary of the Department of Transportation.

- (a) The CITY accepts all responsibility for the road right-of-way and for operation and maintenance of the roadway, including bridges. In addition to the roadbed, this agreement includes all curbs, culverts, and drainage structures within the right-of-way at the time of transfer. The CITY shall be responsible for maintenance of public sidewalks, bike paths, and other ways in the right-of-way.
- (b) The DEPARTMENT gives up all rights to the road, including the right-of-way, except as may be specified in this Agreement.
- (c) Prior to the transfer, the DEPARTMENT will offer an opportunity for a public hearing stating the intent to remove this road from the State Highway System.
- (d) The CITY shall be responsible for maintaining and operating all traffic signals, and lighting systems within the right-of-way.
- (e) It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, or railroad crossing agreement or other such agreement, relating to this transfer, shall be transferred to the CITY at the same time and in the same manner as jurisdictional responsibility. If the agreements were made between the DEPARTMENT and the CITY, and the DEPARTMENT will no longer be involved after the transfer takes place, new agreements or amended agreements shall be made

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between the DEPARTMENT and the CITY. These agreements shall be negotiated and signed prior to District Secretary approval of the final Transfer Agreement. Copies of any existing permits, agreements and easements shall be turned over to the receiving entity for their records.

- (f) There is evidence of historical/archaeological resources within the right of way being transferred, as documented in the Cultural Resources Assessment Survey for the Jurisdictional Transfer of US1/Brickell Avenue from I-95 to SW 8th Street, Miami-Dade County, Final Report dated October 2013, prepared by Janus Research (hereinafter “CRA Survey”). The CITY agrees to maintain any and all cultural resources located within the right of way being transferred, in accordance with the CRA Survey recommendations, if any, and to comply with the provisions of Section 267.061, Florida Statutes. The CITY shall at all times take the necessary steps to avoid adverse impacts to the historical/archaeological resources. Copy of the CRA Survey shall be delivered to the CITY for its records. The obligations hereunder shall be ongoing obligations of the CITY upon the transfer of the right of way from the DEPARTMENT.
- (g) The CITY agrees to be responsible for inspection, management and performance of all maintenance components of the facility being transferred as identified in this agreement. All maintenance activities formerly performed by the Department’s Maintenance Division within the limits of this transfer will now be performed by the CITY. The CITY agrees to inspect, manage and maintain all assets within the transfer limits consistent with the Department’s maintenance practices and standards as outlined in the following Publications:
- Topic Number 375-020-002, Contract Maintenance Inspection and Reporting
 - Topic Number 850-000-015, Roadway and Roadside Maintenance
 - Topic Number 850-050-003, Guardrail Inspection and Maintenance
 - Topic Number 850-055-025, Single and Multi-Post Sign Inspection
 - Topic Number 850-065-002, Maintenance Rating Program and Handbook
 - FHWA “Guidelines for the Installation, Inspection, Maintenance and Repair of Structural Supports for Highway Signs, Luminaries, and Traffic Signals”
 - NPDES Statewide Stormwater Management Plan
 - Standard Specifications for Road and Bridge Construction
- (h) Existing deeds or right-of-way maps will be recorded by the DEPARTMENT in the public land records of Miami-Dade in which the rights-of-way are located. If right-of-way maps do not exist, the DEPARTMENT shall make maps and file them for possible future use. If the right-of-way is conveyed by Quit-Claim Deed, the same shall also be recorded in the public records of Miami-Dade County.
- (i) The City, by Resolution R-13-0219, dated June 13, 2013, has authorized the execution of this Agreement, further authorizes the terms and conditions of this Agreement, and directs its officials to comply with all provisions hereunder.

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- (j) To the best of the DEPARTMENT's knowledge and belief:
- a. There are no pending actions or claims against the DEPARTMENT relating to the road segment and the DEPARTMENT has not received notice in any form of such action or claim or possible action or claim;
 - b. There are no contaminants, pollutants, man-made substances, or toxic or hazardous substances on or in the road segment.
- (k) The commencement of jurisdictional and maintenance responsibilities is the date of the approval of the Roadway Transfer by the Secretary of Transportation.

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements either verbal or written between the parties hereto.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

For communication purposes, the parties may be reached at the following addresses and phone numbers.

Florida Department of Transportation
District Six
1000 NW 111 Avenue
Miami, Florida 33172
Telephone: 305-470-5197
Fax: 305-470-5189
Attn: Gus Pego, P.E.
District Secretary

City of Miami
Office of the City Manager
444 S.W. 2nd Ave
Miami, FL 33130-1910
Telephone: 305-416-1025
Fax: 305-416-1019
Attn: Johnny Martinez, P.E.
City Manager

Each party is an independent contractor and is not an agent of the other party. Nothing contained in the Agreement shall be construed to create any fiduciary relationship between the parties, during or after the performance of this Agreement. Neither party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

If any part of the Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

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CITY OF MIAMI

BY: _____
Authorized Signature

ATTEST: _____
Clerk

LEGAL REVIEW:

Local Legal Counsel

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

BY: _____
District Secretary

ATTEST: _____

LEGAL REVIEW:

District Legal Counsel



FREQUENTLY ASKED QUESTIONS

Posed during Public Hearing
Transfer of Brickell Avenue from
The Florida Department of Transportation to the City of Miami
From the US 1/I-95 merge/diverge ramp to SR 90/SE 8 Street

Tuesday, January 21, 2014
6:30 p.m. - 8:30 p.m.
First Presbyterian Church of Miami
609 Brickell Avenue, Miami, Florida 33131

- 1. The traffic and pedestrian lights at 4th Street / Brickell Avenue and at 5th Street / Brickell Avenue turn green at the same time. Will this intersection be part of the transfer, and can this be resolved?**
FDOT will evaluate both intersections in an effort to define the problem and determine if improvements can be made. These 2 locations are not part of the transfer.
- 2. Will the transfer bring any changes to the operation of the Brickell Bridge?**
The Brickell drawbridge operations are managed by the US Coast Guard. Bridge openings are limited during the morning and afternoon rush hours, and also at lunch time, in order to reduce the delays for vehicular traffic on Brickell during these time periods. The transfer does not include the bridge, and will not change the bridge operations.
- 3. What steps are in place to improve the pedestrian crossing on the south side of Brickell Avenue / 8th Street intersection for pedestrians crossing with baby strollers? How will it be different from the north side of Brickell Avenue?**
FDOT will perform a review of the SE 8th Street/Brickell Avenue intersection to determine if there are sufficient pedestrian crossing times, and whether any improvements can be made. The Brickell / 8th Street intersection will remain under FDOT control.
- 4. What are the tax effects, if any, to residents of the City as a result of this transfer?**
For information regarding taxation, please contact City of Miami Public Works Director, Nzeribe Ihekwaba, at (305) 416-1200.
- 5. Will any trees along Brickell Avenue be affected as a result of this transfer?**
For information regarding current and future landscaping maintenance along Brickell Avenue, please contact City of Miami Public Works Director, Nzeribe Ihekwaba, at (305) 416-1200.
- 6. What are the maintenance costs associated with Brickell Avenue?**
FDOT spends approximately \$65,000 annually to maintain Brickell Avenue in the limits of the transfer. This does not include landscape maintenance, which is maintained by the City under an agreement with FDOT.
- 7. Who will pay for maintenance of Brickell Avenue after the transfer?**
Upon completion of the transfer, the City will cover all maintenance costs within the limits of the transfer.
- 8. What are the main benefits that Brickell residents will get from the transfer?**
For information regarding benefits to the residents of the Brickell area, please contact City of Miami Public Works Director, Nzeribe Ihekwaba, at (305) 416-1200.
- 9. Once the transfer is completed, if a permit is required for improvements of areas adjacent to Brickell Avenue, will that be done directly with the City or will there still be involvement from FDOT required?**
Upon completion of the transfer, FDOT would no longer be involved in permitting activities; this would be handled by the City.
- 10. How much money is projected over the next 10 years for maintenance and upgrade and improvement of the current infrastructure on Brickell Avenue?**
For information regarding future maintenance costs, please contact City of Miami Public Works Director, Nzeribe Ihekwaba, at (305) 416-1200.
- 11. What is the City giving for Brickell Avenue? Are any City roads being transferred to FDOT?**
At present, the City has not offered other roadways to be transferred to the State; however, FDOT remains open to discussing this option with the City.