NORTH MIAMI
FLORIDA
776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and City Council

From: Maxine Calloway, Director, Community Planning & Development Department

Date: January 22, 2013

Re: **Proposed Interlocal Agreement With Miami Dade County – Annexation Area 3**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND MIAMI-DADE COUNTY, FLORIDA, IN SUBSTANTIALLY THE ATTACHED FORM, CONCERNING THE ANNEXATION OF A TRACT OF LAND BORDERED ON THE WEST SIDE BY THE BISCAYNE CANAL, ON THE EAST SIDE BY NORTHEAST 4TH AVENUE, ON THE SOUTH SIDE BY NORTHEAST 131ST STREET, AND ON THE NORTH SIDE BY NORTHEAST 135TH STREET (OTHERWISE KNOWN AS "AREA 3"), DELINEATING MAINTENANCE, OPERATIONAL AND FINANCIAL RESPONSIBILITIES IN CONJUNCTION WITH THE ANNEXATION OF AREA 3 TO THE CITY OF NORTH MIAMI; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

REQUEST

That the Mayor and Council adopt the proposed resolution authorizing the city to enter into an interlocal agreement with Miami Dade County for the annexation of an area known as "Area 3", bordered on the west side by the Biscayne canal, on the east side by NE 4th Avenue, on the south side by NE 131 Street, and on the north side by NE 135th Street; in accordance with the Boundary Change Procedure of Article 1, Section 20-8 of the Miami Dade County Code of Ordinances.

BACKGROUND

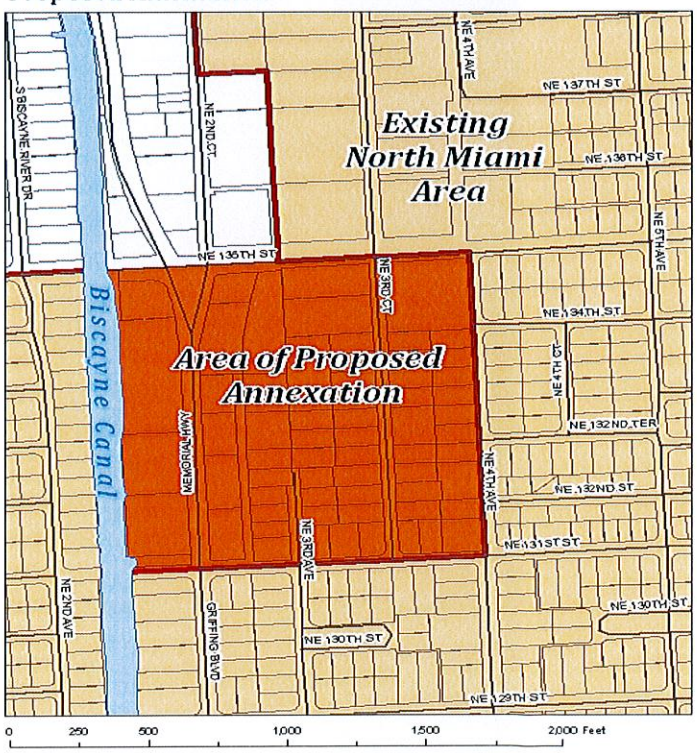
Policy 8.1.7 of the City's Comprehensive Plan encourages the City to actively pursue development and growth management opportunities through several mechanisms including but not limited to exploring annexations where necessary; Additionally, Policy 1.1.10 requires that the City conduct a study to determine the feasibility of annexing unincorporated County owned properties that are contiguous to the City's boundaries;

As such, at its' February 22, 2011 meeting the Mayor and Council adopted Resolution R-2011-22 authorizing City Administration to conduct data and analysis to determine the feasibility of annexing "Area 3 "(see location map insert). Staff subsequently conducted an analysis of the subject area and reported its

findings at the October 11th, 2011 Council meeting. Based on the data presented, the Mayor & Council adopted Resolution 2011-150 on November 22nd, 2011, which directed City Administration to file a formal annexation application with Miami Dade County Clerk's Office. The City's application was transmitted on December 14, 2011 and was subsequently accepted and deemed complete for review by the Board of County Commissioners at its meeting on January 24, 2012.

Area 3 consists of 38 acres in size, with an estimated population of 724 persons. The area is predominantly residential (48%) with 229 residential units, 36,000 square feet of commercial and **237 registered voters**. There is currently over 8 acres of vacant/undeveloped land remaining in *Area 3*, which represents approximately 21% of the total area.

Proposed Annexation



CONCLUSION (Next Steps)

County Staff reviewed the City's proposed annexation application and found that it satisfied the requirements of Chapter 20 of the Miami Dade County Code. As such, at its meeting on November 8th, 2012 the Board of County Commission unanimously voted to have the County Attorney prepare an ordinance to effectuate North Miami's boundary change. Said ordinance is scheduled for first reading on January 23, 2013.

Additionally, in accordance with Section 20-8, of the Miami Dade County Code of Ordinances, the City and County must enter into an Interlocal Agreement to outline the terms of agreement delineating the maintenance, operational and financial responsibilities in conjunction with the annexation of Area 3. Staff has reviewed the Interlocal Agreement and finds that it is consistent with the normal annexation process and further recommends acceptance of the terms as outlined in said Agreement.

As part of the process the City is also required to submit 3 certified copies of the council resolution authorizing execution of the Interlocal Agreement. The City's Resolution along with the Interlocal Agreement be included in the County's packet for second reading and adoption which is expected to be heard by the County Commission at their last meeting in March.

Area 3 will officially become a part of the City's boundaries within thirty (30) days of the formal execution of the Interlocal Agreement.

Attachments

1) Resolution
2) Draft Interlocal Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND MIAMI-DADE COUNTY, FLORIDA, IN SUBSTANTIALLY THE ATTACHED FORM, CONCERNING THE ANNEXATION OF A TRACT OF LAND BORDERED ON THE WEST SIDE BY THE BISCAYNE CANAL, ON THE EAST SIDE BY NORTHEAST 4TH AVENUE, ON THE SOUTH SIDE BY NORTHEAST 131ST STREET, AND ON THE NORTH SIDE BY NORTHEAST 135TH STREET (OTHERWISE KNOWN AS "AREA 3"), DELINEATING MAINTENANCE, OPERATIONAL AND FINANCIAL RESPONSIBILITIES IN CONJUNCTION WITH THE ANNEXATION OF AREA 3 TO THE CITY OF NORTH MIAMI; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, on November 22, 2011, the Mayor and City Council of the City of North Miami ("City"), passed and adopted Resolution Number R-2011-150, effectively authorizing the City administration to file a formal annexation application with Miami-Dade County, Florida ("County"), for the tract of land bordered on the west side by the Biscayne Canal, on the east side by Northeast 4th Avenue, on the south side by Northeast 131st Street, and on the north side by Northeast 135th Street (otherwise known as "Area 3"); and

WHEREAS, the City and the County wish to enter into an Interlocal Agreement, in substantially the attached form, delineating maintenance, operational and financial responsibilities as required by the County, in conjunction with the annexation of Area 3 to the City; and

WHEREAS, the Mayor and City Council find the approval of the Interlocal Agreement to be in the best interests of the City, and hereby authorize its execution.

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

Section 1. **Authorization to City Administration.** The Mayor and City Council of the City of North Miami, Florida, hereby approve an Interlocal Agreement between the City of North Miami and Miami-Dade County, Florida, in substantially the attached form, concerning

the annexation of a tract of land bordered on the west side by the Biscayne Canal, on the east side by Northeast 4th Avenue, on the south side by Northeast 131st Street, and on the north side by Northeast 135th Street (otherwise known as "Area 3"), delineating maintenance, operational and financial responsibilities in conjunction with the annexation of Area 3 to the City of North Miami.

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)

Interlocal Agreement

This agreement is entered into this ___ day of _____, 20__, by and between Miami-Dade County, Florida ("County") and the City of North Miami ("City"), a Florida municipal corporation.

W I T N E S S E T H

WHEREAS, section 6.04 of the Home Rule Charter for Miami-Dade County authorizes the County to approve changes to municipal boundaries; and

WHEREAS, the City desires to change its boundary to include and annex the tract of land described in the accompanying ordinance (the "Annexed Property"); and

WHEREAS, the City and the County desire to enter into an agreement that will provide for points of compromise and other matters.

WHEREAS, certain public roads on the County Road System are within the Annexed Property (hereinafter referred to as "Road Segments"); and

WHEREAS, the County and the City are desirous of transferring the underlying title and responsibility for the operation, maintenance, planning, design and construction of the Road Segments **(excluding traffic engineering functions for all Road Segments and stormwater drainage related functions for the Exempt Roads)** from the County to the City; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, jurisdiction and responsibility for public roads may be transferred by mutual Agreement of the County and the City; and

WHEREAS, Section 337.29(3), Florida Statutes, provides that title to roads transferred pursuant to Section 335.0415, Florida Statutes, shall be in the government entity to which such roads have been transferred upon the recording of a right-of-way map in the public records; and

WHEREAS, the County and the City have determined that it is in the best interest of the parties that responsibility for the operation, maintenance, planning, design and construction of the Road Segments and of any future improvements **(excluding traffic engineering functions**

for all Road Segments and stormwater drainage related functions for the Exempt Roads) thereto be transferred to the City.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

A. Debt Service. Obligations of the City.

1. **Utility Taxes and Franchise Fees.** Pursuant to current applicable law and the Code of Miami-Dade County, the County shall continue to receive and retain the electrical franchise fee generated from the Annexed Property area through the life of the franchise agreement granted by Miami-Dade County Ordinance 89-81, and utility tax revenues derived from the Annexed Property in perpetuity.

2. **Stormwater Utility Debt Service**. The City agrees to pay the County the Annexed Property area's remaining stormwater utility debt service yearly payments calculated at $255 until 2029. If the City desires to make the one-time payment, the City will make a payment of $2,870, 30 days after the execution of this agreement.

B. Solid Waste Disposal Pursuant to Section 20-8.4 of the Miami-Dade County Code, the County shall forever continue to collect and dispose of all residential waste within the Annexed Property in the same manner as though such Annexed Property area remained part of the unincorporated areas of the County, unless the authority to collect such waste is delegated by the County to the governing body of the City through a twenty (20) year interlocal agreement which provides for the collection services, and a twenty (20) year interlocal agreement which provides for disposal services in substantially the form approved by Resolution R1198-95.

C. Transfer of Public Roads

1. The above recitals are true and correct and incorporated herein.

2. The jurisdiction, ownership and control of all public roads, as defined in Section 334.03 (23), Florida Statutes, within the Annexed Property heretofore designated as part of the County road system prior to the effective date of this agreement are hereby transferred and conveyed to the City road system, except for the following roads (which are hereafter referred to as "Exempt Roads") as listed below:

   Memorial Highway from NE 131 St. to NE 135 St.

   In addition, as defined in Section 10-1, Miami-Dade County Code, the Miami-Dade Public Works Department shall remain as the administrative agency with responsibility for issuing permits and collecting fees for work in, on, under, or over public streets, thoroughfares, waterways, and utility easements on Exempt Roads.

3. The right and responsibility of all traffic engineering matters to regulate traffic and determine appropriate measures and install, maintain, modify or remove traffic control devices such as traffic signals, signs and pavement markings, including road closures (except for temporary closures for special events which authority shall remain with the City), roundabouts or other traffic-calming devices within the Annexed Property remains with the County. Nothing herein diminishes the County's jurisdiction over all traffic engineering matters within the territorial area of Miami-Dade County including within municipalities, except State road rights of way. Setting the hours and days that construction by any Department or Agency of the County in or on any public street shall be

reserved to the County with prior informed consent of the City. The right and responsibility to issue permits or to collect any fees for any construction, including utility work, and within the public rights of way of the Exempt Roads, is not transferred to the City. The rights and responsibility to issue permits or collect fees for construction, including utility work, within the public rights of way of all non-exempt roads within the Annexed Property are expressly transferred to the City by this agreement except those associated with traffic engineering. The City agrees that it shall not levy any fee or require a permit from any County Agency for work within the Annexed Property. The County shall have the authority to issue permits and collect fees for private driveway connections to the Exempt Roads within the Annexed Property as a part of the overall site plan review and permitting process.

4. The City agrees to accept all legal rights, responsibilities and obligations with respect to the Road Segments, including but not limited to the operation, maintenance, planning, design and construction of the Road Segments excluding traffic engineering for all Road Segments and stormwater drainage related functions for Exempt Roads.

5. As limited by Section 768.28, Florida Statutes the County shall remain responsible for any tort liability for any actions arising out of the County's operation and maintenance of the Road Segments prior to and up to the effective date of the transfer of such roadways. Except as otherwise provided herein, the City and the County agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action that may be brought against either party pursuant to this Agreement. The City and the County shall

each individually defend any action or proceedings brought against their respective agencies pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees that may be entered as a result thereof ,provided, however that the County shall **to the extent permitted by law and as limited by Section 768.28, Florida Statutes** remain liable and defend, indemnify and hold harmless the City, its Agents, officers and employees from any claim, dispute, action or suit arising with respect to stormwater related drainage functions on the Exempt Roads. The County shall also **to the extent permitted by law and as limited by Section 768.28, Florida Statutes** defend, indemnify and hold harmless the City its Agents, officers and employees from any claim, dispute, action or suit alleging any injury as a result of the County's performance or failure to perform the duties assumed by the County pursuant to Paragraph (C), hereof.

6. The County within thirty (30) days of the execution of this agreement shall provide the City with all of the County's Engineering Division's Section Maps, which generally depict the rights-of-way.

7. Upon execution of this Agreement, the County Mayor or his designee and City Mayor shall determine a mutually agreeable date for the recordation and transfer of the Road Segments by map or deed as defined in State Statute (excluding the Exempt Roads) following the approval of this interlocal agreement by the Board of County Commissioners. A listing of

all the road segments being transferred to the City will be provided to the County Mayor or his designee.

8. The County shall provide the City with a list of all completed, planned and/or unfunded roadway/sidewalk/stripping projects for the Road Segments and, upon the City Mayor's request, access to Plans, Specifications, Drawings, and Permits for such projects. The County shall assign to the City any existing contractor or manufacturer warranties or guarantees for any completed Roadway Projects.

9. Whenever one of the parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Carlos A. Gimenez
County Mayor
County Mayor's Office
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2910
Miami, Florida 33128
Telephone: (305) 375-5311
Facsimile: (305) 375-4658

For the City:

Stephen E. Johnson
City Manager
776 NE 125 St. – 4th Floor
North Miami, FL 33161
Telephone: (305) 895-9888
Facsimile: (305)

D. Term.

The provisions of this agreement shall be in full force and effect commencing on the date of the execution of this agreement and continuing in perpetuity.

E. Representation by the City and the County.

Each party represents that his agreement has been duly approved and executed by its governing body and that it has the required power and authority to enter into and perform the obligations hereunder.

F. Invalidation of Provisions, Severability.

Wherever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this agreement is prohibited or invalid under applicable law, the remaining provisions of this interlocal agreement shall not be affected by such invalidity.

G. Existing Agreements.

Any and all existing interlocal agreements between the County or any of its departments of agencies (such as but not limited to RER, WASD, Public Safety,

etc.) and the City of North Miami shall remain in full force and effect and shall not be altered, changed, modified, amended or terminated as a result of this agreement.

H. Effective Date and Term.

The provisions of this agreement shall be in full force and effect commencing on the date of the execution of this agreement and continuing in perpetuity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized representatives.

Attest:

CITY OF NORTH MIAMI, FLORIDA

By:_____
City Clerk

By: _____
Date

Approved for legal sufficiency and form:

_____
City Attorney

Attest:

MIAMI-DADE COUNTY, FLORIDA

Harvey Ruvin, Clerk

By:_____
Deputy Clerk

By: _____
Mayor Carlos A. Gimenez or designee

Approved for legal sufficiency and form:

_____
County Attorney