

MEMORANDUM

B&F
Agenda Item No. 2 (E)

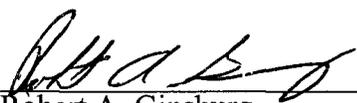
TO: Hon. Chairperson and Members
Board of County Commissioners

DATE: June 12, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Resolution approving Interlocal
Agreement between Miami-Dade
County and the City of South
Miami

The accompanying resolution was prepared and placed on the agenda at the request of the County Commission.


Robert A. Ginsburg
County Attorney

RAG/bw

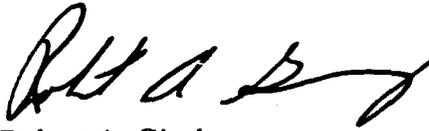


MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 8, 2003

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF SOUTH MIAMI IN CONNECTION WITH THE PROPOSED ANNEXATION BY THE CITY OF SOUTH MIAMI; AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE AGREEMENT AND TAKE ANY ACTION REQUIRED OF THE COUNTY HEREIN

WHEREAS, Section 5.04 of the Home Rule Charter establishes the framework by which the Board of County Commissioners of Miami-Dade County, after obtaining the approval of the municipal governing bodies concerned, after hearing the recommendations of the Planning Advisory Board, and after a public hearing, may by ordinance effect boundary changes; and

WHEREAS, on June 26, 2002, the City of South Miami submitted an application for the annexation of an unincorporated area adjacent to the City described as "Area A"; and

WHEREAS, the annexation of the area by the City will have an adverse fiscal impact on the Unincorporated Municipal Service Area (UMSA); and

WHEREAS, the City has agreed to eliminate the adverse fiscal impact to UMSA by contributing to the Municipal Services Trust Fund (MSTF); and

WHEREAS, on June 20, 2002, the City Commission approved a resolution authorizing the execution of an interlocal agreement between the County and the City of South Miami for UMSA Loss Reimbursement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that the Agreement by and between Miami-Dade County, Florida, and the City of South Miami is hereby approved in substantially the form attached hereto and the County Manager is hereby authorized to execute such agreement in substantially the form attached hereto and take any action required of the County herein.

The foregoing resolution was sponsored by the Board of County Commissioners and offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	"Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this _____ day of _____ 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by the County Attorney as
to form and legal sufficiency. 

By: _____
Deputy Clerk

CITY OF SOUTH MIAMI INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2003, by and between THE CITY OF SOUTH MIAMI, a municipal corporation pursuant to the laws of the State of Florida (the "City") and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County")

WITNESSETH

WHEREAS, the City desires to annex an area of lands currently part of the Unincorporated Municipal Service Area (UMSA) as outlined in the map attached to Exhibit "A", and which is more particularly legally described in Exhibit "A" attached hereto and made part hereof; and

WHEREAS, the City recognizes that the proposed annexation area contributes more revenues to the UMSA budget than is required in expenditures to serve the area and thus this area is considered a "donor" area; and

WHEREAS, the City recognizes that the loss of a "donor" area from the rest of UMSA would create a net loss to the UMSA budget and could result in the need to raise taxes or reduce services in the UMSA area; and

WHEREAS, the City recognizes that the budget for the Miami-Dade Police Department is a significant part of the UMSA budget and that a reduction in available revenues would likely impact the level of police service for the region; and

WHEREAS, the City recognizes the importance of maintaining a large police force at a regional level and that maintaining a large police force will benefit the residents of the City of South Miami;

NOW, THEREFORE, in consideration of the mutual benefits derived therefrom, the parties covenant and agree as follows:

ARTICLE I OBLIGATIONS OF THE COUNTY

The County shall for as long as this agreement is in effect:

- a. provide specialized police services to the area annexed to the City of South Miami, which such specialized police services generally include but are not limited to criminal investigation of domestic crimes, homicides, robbery, sexual crimes, narcotics, crime scene investigation and the operation of property and evidence bureaus; and

- b. provide police services in the area surrounding the City of South Miami and assistance to the area annexed to the City of South Miami.

ARTICLE II
MUNICIPAL SERVICES DURING TRANSITION PERIOD

The County, directly or through its contractors, shall continue to provide police, planning, zoning, platting, building, code enforcement, public works, and stormwater utility services to the annexation area from the effective date of the annexation through March 31, 2004.

1. Through March 31, 2004, the Miami-Dade County Department of Planning and Zoning shall continue to provide administrative services on applications for zoning hearings and administrative determinations, as described below, through March 31, 2004.
 - a. Processing of zoning applications. The Miami Dade Department of Planning and Zoning shall receive and process applications for zoning district changes, amendments to the zoning map, unusual uses, nonconforming uses, variances, sign variances, administrative variances, administrative site plan approvals, and other land development permits as provided by chapter 33 of the Miami-Dade County code (county zoning code), make substantial compliance determinations, and issue zoning clearance letters in connection with applications for building permits for new construction, alterations, or improvements on real property within the annexation area in accordance with the county zoning code and the current practice of the department, including the use of county forms and inspection procedures, for the unincorporated area of the County. The department will also receive, process and issue certificates of use, as provided by the county zoning code.
 - b. Place for making applications. All zoning applications shall be made at the offices of the Department of Planning and Zoning at Stephen P. Clark Center, located at 111 N.W. 1st Street, 11th Floor, Miami, Florida.
 - c. Processing. The department shall accept, process and schedule public hearings on zoning applications for land located in the annexation area. The department shall give the City written notice of all pending and new zoning applications for public hearings. All zoning applications and supporting documents shall be furnished to the City Manager or designee within three days of the determination that the application is bona fide and complete. The date, time and place of the zoning public hearings shall be determined by the City and shall be furnished to the department in adequate time to prepare and publish

appropriate notice. The processing of zoning applications by the department shall include one or more reports providing a complete analysis, including site data and historical background, and shall include the department's recommendations, including a recommendation whether the zoning application is consistent with the comprehensive plan and applicable land development regulations. All zoning analyses shall be furnished to the City five days in advance of the public hearing on the respective zoning applications.

- d. Substantial compliance determinations and administrative site plan approvals. The City shall make all substantial compliance determinations in connection with plans previously approved at public hearing by the County or by the City Council. The City shall also make determinations on requests for administrative site plan review. Applications for substantial compliance determinations and requests for administrative site plan review shall be referred by the department to the City Manager. The department shall provide its recommendations with the transmission of these items. The City Manager will make recommendations for action to the City Council.
- e. Administrative variances. The department shall receive, process and make recommendations to the City on applications for administrative variances from site development criteria for single family, duplex and town house developments. Upon completion of processing, the department shall transmit the applications and recommendations to the City for action by the City council.
- f. Modifications. Any modifications to the physical elements of the site plan (i.e., building footprint, parking lot, or landscaping) shall be reviewed and approved by the City Manager or designee.
- g. Certificate of use. The department shall not issue a certificate of use for any existing development where a change in use is requested unless and until the requested certificate is approved by the City in accordance with the same review procedures described for other development activity.
- h. Legal counsel. The City will provide legal counsel at zoning public hearings and to defend any claims arising out of final actions by the City on the applications.
- i. Compensation. The Miami-Dade Department of Planning and Zoning shall retain all zoning application fees, penalties, and other fees and charges collected by the Miami-Dade Department of Planning and Zoning for any application filed or processed prior to April 1, 2004.

2. Miami-Dade Building Department

a. Permitting. The Miami-Dade Building Department shall process and issue building permits for all applications received prior to April 1, 2004, for new construction, alterations, repairs or demolitions on real property within the City of South Miami's boundaries. The Miami-Dade Building Department shall process and issue all subsidiary building permits associated with a master permit issued as provided for above to ensure completion of a project. For the purpose of this agreement, a master permit is defined as the primary building permit issued by the Building Official which enables the permit holder to commence construction, alteration, repair, installation or demolition work. A subsidiary permit is any ancillary permit required under the Building Code to complete a project commenced under a master building permit as determined by the Building Official. A subsidiary permit may be in the same or a different trade as the master permit. The Miami-Dade Building Department's services shall include the performance of all required inspections, plan reviews, and the issuance of the applicable Certificate of Occupancy and/or Certificate of Completion.

b. Permit Records and Reports. On or before April 1, 2004, the Building Department shall deliver to the City Manager a written report listing each active master permit and subsidiary permit issued within the boundaries of the City. This report shall include the address of the property, the permit numbers, description of permit type, dates permits were issued and the last inspection date and type for the open permits.

The Miami-Dade Building Department shall maintain all other records related to Building Department services performed by the Miami-Dade Building Department within the City's boundaries in accordance with its current practice for the unincorporated area as required by law.

c. Compensation. The Miami-Dade Building Department shall retain all permit fees, penalties, and other fees and charges collected by the Miami-Dade Building Department for any application filed or permits issued prior to April 1, 2004. The Miami-Dade Building Department shall retain all permit fees for any required subsidiary permits issued by the Miami-Dade Building Department pursuant to the provisions of paragraph a above regardless of the date of issue.

d. Expired Permits. On or before April 1, 2004, the Miami-Dade Building Department shall provide a report to the City listing any permit for work within the City's boundaries that expired prior to April 1, 2004. The list shall include the permit number, job address, description of permit type and last inspection date and type. Each month thereafter, the Miami-Dade Building Department will provide the City with an updated report

listing any permits that expired within the previous 30 days. Copies of any available permit application, plans, files or other documents related to an expired permit may be obtained from the Miami-Dade Building Department upon written request of the City at the cost specified for the reproduction of documents contained in the Miami-Dade Building Department Building Department's fee schedule.

- e. The City shall be responsible for enforcement actions relating to any expired permit reported to the City by the Miami-Dade Building Department. The City shall also be responsible for the renewal of any expired permit on or after April 1, 2004.
- f. Building Department Authority/Responsibility. The Miami-Dade Building Department in its performance of the services set forth in this agreement is authorized and designated to continue to act on behalf of the City as the City's Building Official in accordance with any applicable building codes and Chapter 468, Florida Statutes until April 1, 2004.
- g. Enforcement. The Miami-Dade Building Department shall continue with any Building Code enforcement case initiated as a result of the receipt of a complaint or opening of a case file prior to April 1, 2004. At that time, the Miami-Dade Building Department shall close all active enforcement cases and provide the City with a copy of the case file.

The Miami-Dade Building Department shall be entitled to retain all fines, fees, costs and penalties resulting from the investigation and pursuit of any enforcement action initiated under 2(a) above regardless of whether the case is closed by the Miami-Dade Building Department or turned over to the City at a future date. This includes the payment of any lien filed or amount paid in satisfaction of a court judgment. In the event a Building Code enforcement case is turned over to the City for completion of any enforcement action, the Miami-Dade Building Department shall be entitled to collect any fines, fees, or penalties owed to the Miami-Dade Building Department as of the date the case is turned over to the City. In addition, the Miami-Dade Building Department shall be entitled to collect all enforcement fees and costs accrued in the matter of any unsafe structures enforcement case that is closed by the Miami-Dade Building Department after this Agreement is executed. If the unsafe structures enforcement case is turned over to the City, then the Miami-Dade Building Department shall only be entitled to recover those fees and costs which have accrued up to the date the case is transferred to the City.

- h. As of April 1, 2004, the Miami-Dade Building Department shall not open any new enforcement cases unless requested in writing by the

City Manager. The City agrees to pay the Miami-Dade Building Department a non-refundable enforcement case-processing fee of \$450.00 for each new enforcement case initiated at the request of the City. The fee is to be paid at the time the request for assistance is made to the Miami-Dade Building Department. Payment of the enforcement case-processing fee is not contingent upon correction of the violation. It is the Miami-Dade Building Department policy to open a case at each property where a violation has been reported. The provisions of 6(b) above shall apply to any case initiated at the request of the City.

3. Plat Approval Administrative Services.

Through March 31, 2004, the Miami-Dade County Public Works Department shall provide administrative services on applications for plat approval and waiver of plat requirements, as described below.

- a. Processing applications for plat approval and waiver of plat. The county Public Works Department shall receive and process applications for tentative and final plat approval and for waiver of plat requirements on real property located within the City as provided by chapter 28-1 (L) of the Miami-Dade County code (subdivision regulations), other provisions of the county code and the current practice of the department, including the use of county forms and inspection procedures, for the unincorporated area of the County.
- b. Place for making applications. All applications shall be made at the offices of the Division of Land Development Regulation at the Public Works Department at the Stephen P. Clark Center, located at 111 N.W. 1st Street, 14th floor, Miami, Florida
- c. Review by the City. Upon receipt of an application for approval of a tentative plat, final plat or application for waiver of plat, the department shall transmit one copy of the application and three copies of the plat, or, in the case of an application for waiver of plat, the site map to the City Manager. Upon completion of the review and processing, the department shall submit all final plats and waivers of plat to the City for approval by the City Council.
- d. Legal counsel. The City will provide legal counsel to the City Council to defend any claims arising out of final actions by the City on the applications.

4. Comprehensive Development Master Plan.

- a. The City acknowledges, that pursuant to Florida State Statutes the Miami-Dade County Comprehensive Development Master Plan (CDMP) is the controlling master plan for the City until the City prepares and adopts its own comprehensive plan for the area in accordance with chapter 163, Florida Statutes.
- b. Until the City prepares and adopts its own comprehensive plan, amendments to the CDMP must be made in accordance with the County's plan amendment process. The City will be given written notice by the County of any applications for plan amendment for property in the City's boundaries. All amendments to the CDMP within the City shall be heard and decided by the City Council. The City assumes responsibility for determining all plan amendments.
- c. The department shall provide notice to the City, in accordance with the Intergovernmental Coordination Element of the CDMP, of any proposed amendments to the plan or map for areas adjacent to the City.

5. Code Enforcement Services.

Through March 31, 2004, Miami-Dade County Team Metro, Department of Planning and Zoning, and Building Department shall provide code enforcement services in accordance with current practice in the unincorporated area and at service levels provided in the 2003-04 County budget.

- a. Team Metro. Shall provide code compliance experts to address overgrown lots, illegal signs and objects, abandoned vehicles, residential and commercial zoning violations, and minimum housing standards. The department will also address graffiti removal.
- b. Department of Planning and Zoning. The department shall provide code enforcement for commercial zoning and residential minimum housing standards.
- c. Building Department. Until April 1, 2004, the department shall, either directly or through contractors, provide code enforcement for building permit violations, unsafe structures, working without permits, and contractor fraud.

6. Public Works Services.

- a. Through March 31, 2004, the Miami-Dade County Department of Public Works, and other departments, directly or through their contractors, shall provide the following municipal public works services in accordance with current practice in the unincorporated area and at

the service levels provided in the adopted 2003 – 04 County budget. These services include: street and right-of-way maintenance services, including shoulder repair, pothole patching and asphalt patching of sidewalks and bike paths, landscape maintenance and mowing of rights-of-way and medians, swale maintenance, maintenance or replacement of traffic control signs, and maintenance of street lighting.

- b. The streets listed in Exhibit B shall remain County streets and shall be maintained by the County. The County shall transfer municipal streets to the City after the execution of this agreement. The transfer of jurisdiction shall be accomplished by resolution prepared and approved by the County and accepted by the City.
7. County Reports. The Department of Planning and Zoning, and Public Works Department will maintain records in accordance with current practice for the unincorporated area and shall provide the City, within 10 days after the end of each month, a monthly activity report of all services provided during the preceding 30-day period.
 8. The County recognizes that the proposed annexation area contributes more revenues to the UMSA budget than is required in expenditures to serve the area and thus this area is considered a “donor” area. The County agrees to update the estimated impact of the area’s annexation (residential component) on the UMSA budget and to advance fifty percent of the net surplus of the residential component to the City of South Miami on April 1, 2004.

ARTICLE II
OBLIGATIONS OF THE CITY

1. Municipal Services Trust Fund (MSTF)
 - a. The City hereby agrees to make an annual payment to the County’s MSTF for the Commercial/Business/Industrial (CBI) area as identified in Exhibit A.
 - b. The parties agree that the effective date of the City’s obligation toward the MSTF is October 1, 2004. Therefore, the first contribution will not be due until April 1, 2005, and there shall be a payment due every April 1 thereafter. The payment due will be based on the Final Certified Tax Roll for the CBI area contained within the annexation area for the previous tax year multiplied by .541 mills.
 - c. It shall be the County’s responsibility to submit a statement to the City prior to the payment being due.

2. Kendall Urban Center District. The City shall abide by the Downtown Kendall Urban Center District as set forth in Section 33-284.55 of the Code of Miami Dade County.
3. Stormwater Utility Debt Service Payment. The City agrees to pay the County the remaining stormwater utility debt service payments calculated at \$6,700 until the year 2024. The City will begin the annual debt service payment upon annexation area's inclusion into the City of South Miami Stormwater Utility.

The City agrees to make the annual debt service payment on or before each April 1. It shall be the County's responsibility to submit a statement to the City prior to the payment being due.

4. Utility and Franchise Fees. Pursuant to current applicable law and the Code of Miami-Dade County, the County shall continue to receive and retain the Electric Franchise Fee generated from the annexation area through the life of the franchise agreement, and Utility Tax revenues derived from the annexation area in perpetuity.

ARTICLE III
FAVORED NATION

Should the County approve annexation of a CBI area to another city that at the time has a per capita taxable value equal or greater to the per capita taxable value for South Miami without requiring that city mitigate at 100 percent the impact of the loss of the CBI surplus revenues on the UMSA budget, the terms of the agreement reach with that city will apply to the City of South Miami as it relates to the annexation of a part of the Dadeland CBI.

ARTICLE IV
TERM

The provisions of this agreement shall only take effect only upon the majority vote of the electors voting in the annexation election as approved by R-____-03 and continuing in perpetuity, unless otherwise indicated in this Agreement.

ARTICLE V
GOVERNING LAW

This agreement shall be governed by and constructed in accordance with the laws of the State of Florida. Venue for any litigation between the parties for any controversy arising from or related to this agreement shall be in the Eleventh Judicial Circuit in Miami-Dade County, Florida.

ARTICLE VI
ENTIRETY OF AGREEMENT

This agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the payments relating to compensating the County for loss of UMSA Revenues from the City to the County and contains the entire agreement between the parties. Accordingly, it is agreed that no deviations from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written, and this agreement may be modified, altered or amended only by written agreement duly executed by all parties hereto and their authorized representatives.

ARTICLE VII
HEADINGS

Captions and heading in this agreement are for ease of reference only and do not constitute a part of this agreement and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE VIII
RIGHTS OF OTHERS

Nothing in this agreement, expressed or implied is intended to confer upon any person other than the parties hereto; any rights or remedies under or by reason of this agreement.

ARTICLE IX.
REPRESENTATION BY CITY AND COUNTY

Each party represents that this 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 obligation under this agreement.

ARTICLE X.
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 shall be prohibited or invalid under applicable law, such provision or invalidity, without invalidating the remainder of such provisions or the remaining provision of this agreement, that the material purposes of this agreement can be determined and effectuated.

ARTICLE XI.
EXISTING AGREEMENTS

Any and all existing Interlocal Agreements between the County of any of its Departments or Agencies (such as but not limited to WASD, DERM, Public

Satiety, etc.) and the City of South Miami shall remain in full force and affect and shall not be altered, changed, modified, amended or terminated as a result of this Agreement.

ARTICLE Xii
NOTICE

Notices of the parties as provided herein should be sufficient if sent by hand-delivery, express mail or certified mail addressed as follows:

If to the County:	County Manager Suite 2900 Stephen P. Clark Center 111 N. W. First Street Miami, Fl 33128
With a required copy to:	County Attorney Suite 2800 Stephen P. Clark Center 111 N.W. First Street Miami, Fl 33128
If to the City:	City Attorney City of South Miami 6130 Sunset Drive South Miami, Fl 33143
With a required copy to:	City Manager City of South Miami 6130 Sunset Drive South Miami, Fl 33143

IN WITNESS WHEREOF the Parties hereto have set their hands and seals to this agreement the date and year first above written.

(Signature page follows)

ATTEST:

CITY OF SOUTH MIAMI
a municipal corporation

By _____
City Clerk

By: City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
City Attorney

MIAMI-DADE COUNTY
a political subdivision of
the State of Florida

By its Board of County
Commissioners:

County Manager

ATTEST:
HARVEY RUVIN, CLERK

By _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By _____
County Attorney

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**CITY OF SOUTH MIAMI
SNAPPER CREEK ANNEXATION**

Legal Description

All that part of the Southwest 1/4 of Section 36, Township 54 South, Range 40 East, Miami-Dade County, Florida, lying North of the existing Northerly municipal boundary of the Village of Pinecrest which is the centerline of the Snapper Creek (C-2) Canal according to Miami-Dade County Ordinance 95-207;

LESS and excepting that portion thereof previously included within boundaries of the City of South Miami more particularly described as: the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Southwest 1/4 of Section 36, Township 54 South, Range 40 East, also known and described as "Fuchs Park".

-AND-

A portion of the Southeast 1/4 of Section 35, Township 54 South, Range 40 East in Miami-Dade County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of said Southeast 1/4 of said Section 35; thence run Westerly along the North line of the Southeast 1/4 of said Section 35 (*centerline of SW 80th Street*) to it's point of intersection with the Northerly extension of the West line of Tract "F" of DADELAND NORTH METRORAIL STATION according to the plat thereof recorded in Plat Book 147 at Page 55 of the Public Records of Miami-Dade County Florida; thence Southerly along said Northerly extension of said West line of said Tract "F", and along said West line of said Tract "F", and along the Southerly extension of said West line of said Tract "F" to the Southerly limited access right-of-way line of State Road 878 (*Snapper Creek Expressway*) according to the Right of Way Map thereof recorded in Plat Book 88 at Page 74 of the Public Records of Miami-Dade County; thence Southeasterly, following said Southerly limited access right-of-way line of State Road 878 to it's point of intersection with the Northwesterly right-of-way line of State Road 5 (*U.S. Highway No. 1*); thence Southwesterly along said Northwesterly right-of-way line of State Road 5 to it's intersection with the centerline of the Snapper Creek (C-2) Canal; thence Southeasterly along said centerline of the Snapper Creek Canal and the Northerly municipal boundary of the Village of Pinecrest according to Miami-Dade County Ordinance 95-207, to the East line of said Southeast 1/4 of said Section 35; thence Northerly along said East line of said Southeast 1/4 of Section 35 (*centerline of SW 67th Avenue*) to the **POINT OF BEGINNING**.

Prepared by: Public Works Department
Right of Way Division
Wayne T. Sutton
June 3, 2003