MEMORANDUM

B&F
Agenda Item No. 2(D)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

DATE: September 18, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Resolution approving Interlocal Agreement with City of Hialeah

The accompanying resolution was placed on the agenda by the Board of County Commissioners.

Robert A. Ginsburg
County Attorney

RAG/bw

MEMORANDUM
(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

DATE:

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
Veto _____
Override _____

Agenda Item No.
10-7-03

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF HIALEAH IN CONNECTION WITH THE PROPOSED ANNEXATION BY THE CITY OF HIALEAH; 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 municipal boundaries are changed; and

WHEREAS, County Commission Ordinance No. _____ approved the annexation of certain property subject to conditions, including that the County and the City of Hialeah enter into this Interlocal Agreement; and

WHEREAS, the City of Hialeah has approved this Interlocal Agreement at its meeting of _____ 2003,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. The matters set forth above are hereby incorporated by reference in this Resolution.

Section 2. The Interlocal Agreement between Miami-Dade County and the City of Hialeah as required by Miami-Dade County Ordinance No. _____, is hereby approved, in substantially the form attached hereto and the County Manager is hereby authorized to execute such agreement and take any action required of the County herein.

The foregoing resolution was 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	Jose "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 7th day of October, 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

By:_____
Deputy Clerk

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

Craig H. Coller

INTERLOCAL AGREEMENT

This agreement is entered into this _____ day of _____, 2003, by and between Miami-Dade County, Florida ("County") and the City of Hialeah, Florida ("City"), a Florida municipal corporation.

W I T N E S S E T H

WHEREAS, section 5.04 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 attached Exhibit "A"; and

WHEREAS, the City and the County desire to enter into an agreement that will provide that the City will ensure that any development that is within this tract of land and outside the Urban Development Boundary be compatible with the County's Comprehensive Development Master Plan; and

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

NOW, THEREFORE, the City and the County agree as follows:

A. Definitions.

1. ***County's Comprehensive Development Master Plan*** means and refers to the Comprehensive Development Master Plan (CDMP) for Miami-Dade County, as amended.

2. ***Conform to and be consistent with the County's Comprehensive Development Master Plan*** means and refers to all action of the City of

Hialeah involving development orders or land development regulations as defined by section 163.3164(6), (7) and (23), Florida Statutes (2002) or affecting land use or development shall conform to the County's Comprehensive Development Master Plan.

3. ***City's Comprehensive Plan*** mean and refers to the City of Hialeah's Comprehensive Plan 2003-2015 that is being reviewed by the Florida Department of Community Affairs and that is subject to final adoption, or as amended.

4. ***Development*** means and refers to implementation of any use permitted on land by applicable zoning regulations or making any material change in the use or character of the land, including, but not limited to, the deposit of refuse, solid or liquid waste or fill, or the placement of structure or structures on land. When appropriate to the context, development refers to the act of zoning or rezoning through district boundary changes, site plan approvals, or otherwise, that authorizes or allows land development. Moreover, the term "development" shall also be defined pursuant to section 380.04, Florida Statutes (2002).

5. ***Urban Development Boundary*** means or refers to the Urban Development Boundary (UDB) [2005] currently found in the CDMP adopted 2005 and 2015 Land Use Plan Map for Miami-Dade County and described in the interpretative text contained in the Land Use Element of the County's Comprehensive Development Master Plan, as amended.

6. ***Land outside the Urban Development Boundary but within the Annexation Area.*** The land outside the Urban Development Boundary (UDB) means and refers to that land located within the Annexation Area bounded by NW 107 Avenue to the west, NW 97 Avenue to the east, Miami Lakes Drive to the south and NW 170th Street to the north as depicted in the map identified in attached Exhibit "B".

B. Land Inside the Urban Development Boundary (UDB):

1. The City of Hialeah agrees to file an application for an amendment to the City's Comprehensive Plan for the Annexation area to exclude residential land use classifications and zoning designations inside the UDB west of NW 97th Avenue. The City agrees to proceed with this application in good faith to a vote by the governing body on adoption. Compliance with a court order that requires the City to allow a residential land use classification or zoning designation inside the UDB west of NW 97th Avenue or compliance with a recommendation of a mediator pursuant to state law or court proceeding, or the implementation of a court-approved settlement, shall not be deemed a violation of this Agreement.

2. The City agrees to file an application for an amendment to its Comprehensive Plan for the Annexation area providing for a land use policy to govern the allocation of residential density east of NW 97 Avenue that recognizes the close proximity to blasting, rock mining and uses ancillary to rock mining that would materially impact residential

development and that such policy include a statement that it is an overall goal to avoid conflicts between blasting, rock mining and uses ancillary to rock mining that would materially impact residential development.

3. The City shall file an application for an amendment to the City's Comprehensive Plan for the Annexation area providing for an overriding policy and goal to allocate greater residential densities to points furthest from blasting, rock mining and uses ancillary to rock mining that would materially impact residential development.

4. Residential densities east of NW 97 Avenue within the Annexation Area. The City shall file an amendment to its Comprehensive Plan to provide low and medium residential densities (5 to 13 units per gross acre) east of NW 97 Avenue within the territorial boundaries of the Annexation Area. Exempted from this calculation are affordable housing developments or subsidized elderly housing developments that are owned and/or managed by the City of Hialeah or the Hialeah Housing Authority.

C. Land Outside the Urban Development Boundary (UDB)

The City agrees:

1. The location of the UDB and permitted land uses outside the UDB shall be governed by the County's Comprehensive Development Master Plan (CDMP) notwithstanding the fact that the UDB may lie within the City of Hialeah.

2. Any amendments to the UDB or land uses outside the UDB permitted by the County's CDMP shall be filed and processed according to a procedure that will require first consideration by the Planning and Advisory Board, without hearing before a Community Council, and then the Board of County Commissioners of Miami-Dade County.

3. All City of Hialeah land use regulations and development decisions outside the UDB shall conform to and be consistent with the County's CDMP.

4. The municipality shall notify the County Planning and Zoning Director of any proposals to adopt or revise the municipal Land Development Regulations (LDRs) applicable to the area outside the UDB as well as applications for zoning actions on property in that area and shall be subject to the following provisions;

   a. The County Planning and Zoning Director shall determine whether or not such proposed land development regulation or zoning action is consistent with the County's CDMP.

   b. If the Department of Planning and Zoning Director determines that the regulation or zoning action is consistent with the CDMP, he or she shall (after the appeal period as provided by this agreement) issue notice to the municipality that it may approve the proposal. If the Director determines that the regulation, revision or zoning action is inconsistent with the CDMP, the municipality shall not have authority to consider approval of the proposal.

c. The Director of Planning and Zoning shall have the authority to make recommendations to the municipality for municipal land development regulation or zoning action as found to be reasonably necessary to implement the County's CDMP.

d. The municipality shall submit to the Director of the Department of Planning and Zoning annual reports listing, by type and location, development permits issued in the area outside the UDB.

5 Notwithstanding the foregoing, if the County subsequent to this interlocal agreement changes the UDB line, then the City will acquire jurisdiction over all land use, zoning and development regulation and decisions for any additional land located within the Annexation Area, which is inside the UDB.

6. The County's Planning and Zoning Director's decisions/determinations regarding consistency of the municipality's LDRs with the County's CDMP may be appealed to the Board of County Commissioners within 14 days of the date of the Director of the Department of Planning and Zoning's decision. The Board of County Commissioners shall be the final decisionmaker upon *de novo* review.

D. Debt Service. Obligation 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 annexation area

through the life of the franchise agreement, and utility tax revenues derived from the annexation area in perpetuity.

2. **Stormwater Utility Debt Service**. The City agrees to pay the County the annexation area's remaining stormwater utility debt service payments calculated at $786.00 per year until the year 2024, or pay in a lump sum within 30 days of annexation in satisfaction of this obligation. The City will begin the annual debt service payment upon the annexation area's inclusion into the City of Hialeah's Stormwater Utility.

3. **Fire Debt Service.** The City agrees to continue paying the fire debt service for the annexation area at the appropriate millage rate until the year 2022, currently calculated at .079 mills, or pay in a lump sum within 30 days of annexation in satisfaction of this obligation. The City agrees to make the annual debt payments on or before each April 1.

E. 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.

F. Representation by City and 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.

G. Remedies.

The provisions of this agreement may be enforced by any party in law or in equity, including but not limited to an equitable action for specific performance.

H. 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.

I. Existing Agreements.

Any and all existing interlocal agreements between the County or any of its departments of agencies (such as but not limited to DERM, WASD, Public Safety, etc.) and the City of Hialeah shall remain in full force and effect and shall not be altered, changed, modified, amended or terminated as a result of this agreement.

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

Attest:

By:_____
Daniel F. DeLoach

CITY OF HIALEAH, FLORIDA

By: _____
Mayor Raul L. Martinez Date

Approved for legal sufficiency and form:

_____
William M. Grodnick
City Attorney

Attest:

Harvey Ruvin, Clerk

By:_____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA

By: _____
George Burgess Date
County Manager

Approved as to form:

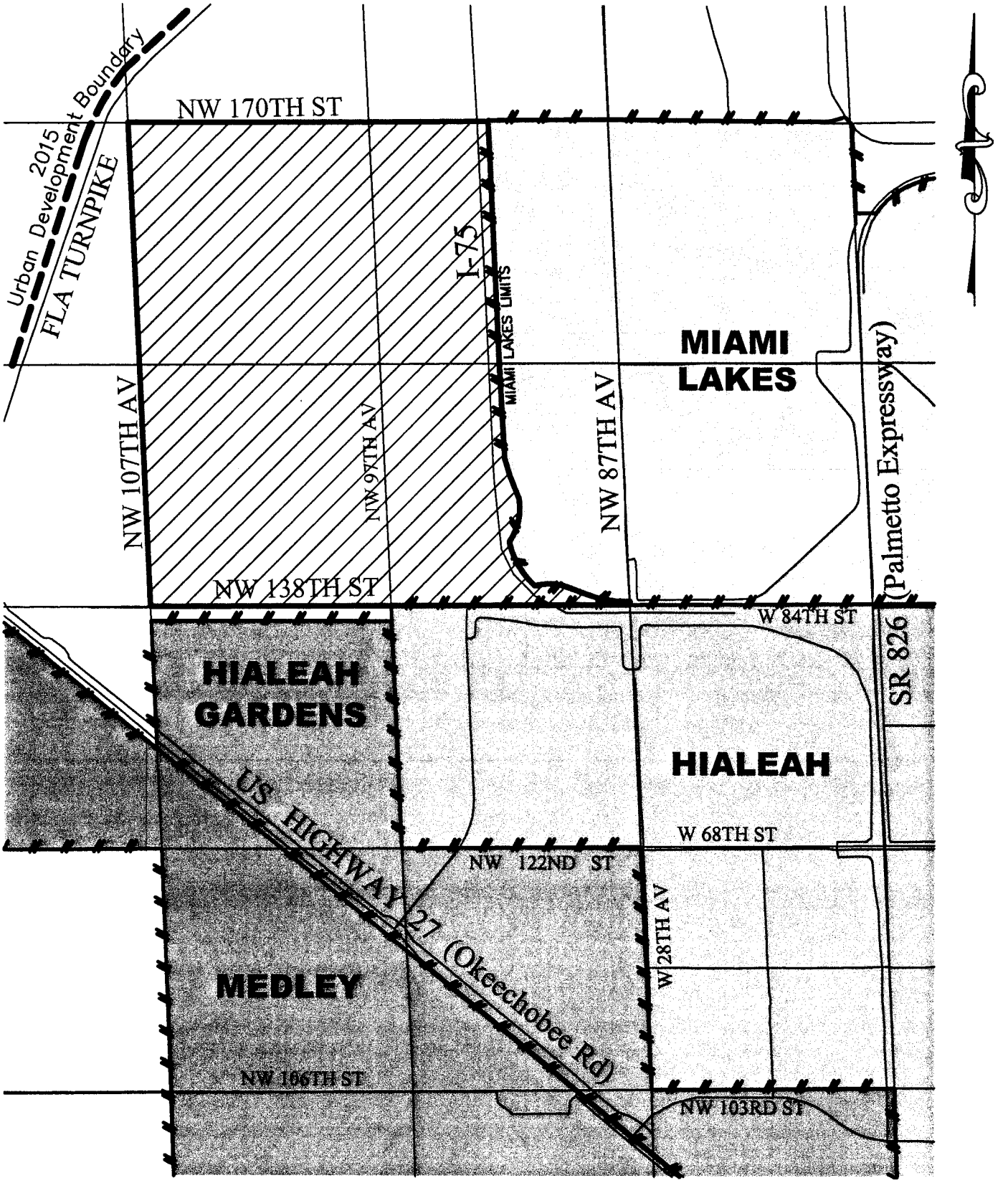
_____
County Attorney

EXHIBIT A

CITY OF HIALEAH
ANNEXATION
LEGAL DESCRIPTION

All of Section 17 and 20, Township 52 South, Range 40 East in Miami-Dade County, Florida, and those portions of Sections 16 and 21, Township 52 South, Range 40 East, lying Westerly of the City of Miami Lakes, Florida, the West boundary of said City of Miami Lakes being the East Limited Access right of way line of State Road No. 93 (I-75) as shown on the Florida State Department of Transportation Right-of-Way Map Section No. 87075-2402 dated December 1, 1978.

SEC 16,17,20&21
TWP 52 S
RGE 40 E



Proposed Annexation to Hialeah

NOT A SURVEY
1"= 3000'

EXHIBIT "B"

15

wts 7-9-03