

**MEMORANDUM**

Agenda Item No. 10(A)(1)

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

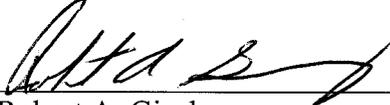
**DATE:** April 13, 2004

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Resolution approving  
Interlocal Agreement  
between Miami-Dade County  
and City of Hialeah Gardens

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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: April 13, 2004

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County Attorney

SUBJECT: Agenda Item No. 10(A)(1)

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(A)(1)  
4-13-04

RESOLUTION NO. \_\_\_\_\_

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

**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 City of Hialeah Gardens enter into this Interlocal Agreement; and

**WHEREAS**, the City of Hialeah Gardens has approved this Interlocal Agreement at its meeting of \_\_\_\_\_, 2004; and

**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 Gardens 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.

**Section 3.** This resolution shall become effective upon approval of the Interlocal Agreement in substantially the formed attached hereto by the City Commission of the City of Hialeah Gardens.

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                     | Jose "Pepe" Diaz |
| Betty T. Ferguson                     | Sally A. Heyman  |
| Joe A. Martinez                       | Jimmy L. Morales |
| Dennis C. Moss                        | Dorin D. Rolle   |
| Natacha Seijas                        | Rebeca Sosa      |
| Sen. Javier D. Souto                  |                  |

The Chairperson thereupon declared the resolution duly passed and adopted this 13<sup>th</sup> day of April, 2004. 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.



Cynthia Johnson-Stacks

## Interlocal Agreement

This agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2004, by and between Miami-Dade County, Florida ("County") and the City of Hialeah Gardens, Florida ("City"), a Florida municipal corporation.

### WITNESSETH

**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 an area of land currently part of the Unincorporated Municipal Service Area (UMSA), as outlined in the map attached to Exhibit "A".

**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

**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 Hialeah Gardens;

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

**NOW, THEREFORE**, in consideration of the mutual benefits derived from this Agreement, the parties covenant and 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 Gardens involving development orders or land development regulations as defined by section 163.3164(6), (7) and (23), Florida Statutes (2002) of affecting land use or development shall conform to the County's Comprehensive Development Master Plan.
3. ***City's Comprehensive Plan*** means and refers to the City of Hialeah Garden'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 that is located within the annexation area is bounded by the Homestead Extension of the Florida Turnpike to the west, NW 107<sup>th</sup> Avenue to the east, NW 154<sup>th</sup> Street to the south and NW 170<sup>th</sup> Street to the north as depicted in the map identified in attached Exhibit “B”.

**B. 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 Gardens.
2. Any proposed amendments to the UDB or land uses outside the UDB permitted by the County’s CDMP shall be filed and processed in accordance with procedures for applications located within the unincorporated area as set forth in the Code for Miami-Dade County. Additionally, Miami-Dade County retains jurisdiction regarding applications to amend the Master Plan in connection with Developments of Regional Impact in that portion of the annexed area outside the Urban Development Boundary.

3. All City of Hialeah Gardens 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 Miami-Dade County Department of 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 Miami-Dade County Department of 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 Miami-Dade County 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 Miami-Dade County Department of Planning and Zoning Director 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 Miami-Dade County Department of Planning and Zoning Director quarterly reports listing, by type and location, development permits issued in the area outside the UDB.
5. Miami-Dade County's Department of 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 Miami-Dade County's Department of Planning and Zoning Director's decision.
  6. 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.

**C. Obligations of the County**

The County shall for as long as this agreement is in effect provide police services in the unincorporated area surrounding or proximate to the City of Hialeah Gardens.

**D. Obligations of the City**

1. Municipal Services Trust Fund (MSTF). Mitigation.

a. The City hereby agrees to make an annual payment to the County's MSTF in an amount equivalent to .506 mills of the assessed value of the portion of the Northwest Commercial Business Industrial Area contained within the annexed area, as identified in Exhibit "B" (the "CBI area").

b. The parties agree that the City's obligation to the MSTF is the effective date of this agreement. Therefore, the first contribution will be due prior September 30, 2004, and there shall be a payment due prior to September 30 of each year thereafter. The payment due will be based on the Final Certified Tax Roll for the portion of the Northwest CBI area for the previous tax year multiplied by .506 mills.

2. Stormwater Utility Debt Service Payment. The City agrees to pay the County the remaining stormwater utility debt service payments calculated at \$15.00 per year until the year 2024 or the City agrees to make the

remaining debt service payment in one lump sum of \$300.00 each prior to September 30,2004.

3. 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.

4. Debt Service Language

Pursuant to applicable law, the County shall continue to receive all revenues from the annexation area which are pledged as revenues for County bond indebtedness until such time as the bonds debt is satisfied.

**E. Term.**

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

**F. 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.

**G. 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.

**H. 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.

**I. 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.

**J. Representation by the 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.

**K. Interdependency.**

The provisions of this agreement are interdependent upon one another, and the entire agreement shall be deemed invalid if any of its provisions are declared invalid or unconstitutional. If any of the sections of this agreement are found or adjudged to be illegal, void or of no effect, the entire agreement shall be null and void and of no force or effect.

#### **L. 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.

#### **M. Effective Date and Term**

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

#### **N. Existing Agreements**

Any and all existing Interlocal Agreements between the County and any of its Departments or Agencies (such as but not limited to WASD, DERM, Public Safety, etc.) and the City of Hialeah Gardens which are not inconsistent with this Agreement shall remain in full force and effect and shall not be altered, changed, modified, amended or terminated as a result of this Agreement.

#### **O. Notice**

Notices to 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: Charles A. Citrin, City Attorney  
City of Hialeah Gardens  
10001 NW 87<sup>th</sup> Avenue  
Hialeah Gardens, FL 33016

With a required copy to: Mayor Yioiset De La Cruz  
City of Hialeah Gardens  
10001 NW 87<sup>th</sup> Avenue

Hialeah Gardens, FL 33016

(Signature page follows)

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

ATTEST:

**CITY OF HIALEAH GARDENS**  
a municipal corporation

By \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
By: City Mayor

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

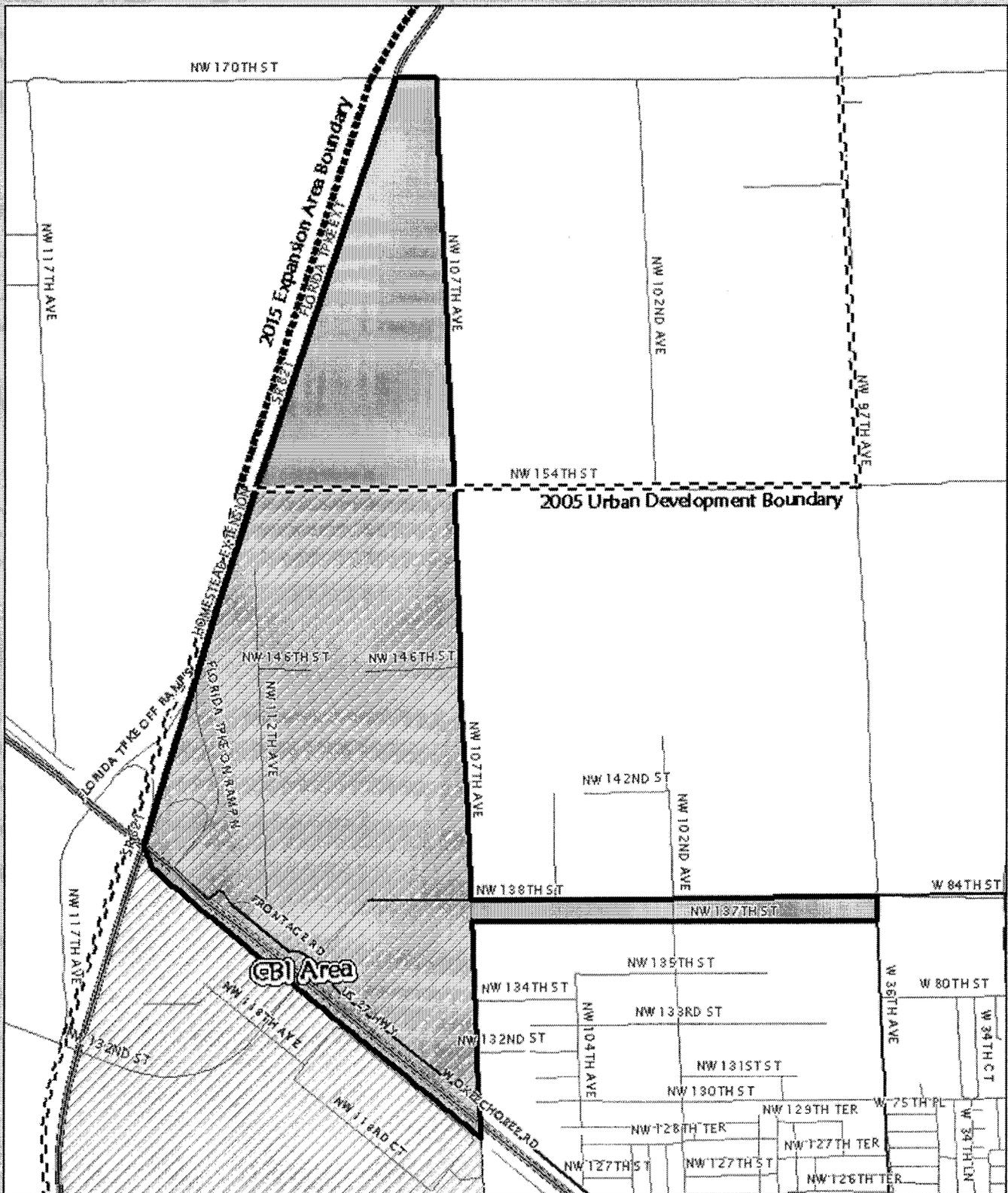
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By \_\_\_\_\_

County Attorney



Miami-Dade county  
Hialeah Gardens Annexation



**Legend**

- Hialeah Gardens Annexation
- 2015 Expansion Area Boundary
- 2005 Urban Development Boundary
- Highway
- Street
- 
- 

This map was prepared by the Miami-Dade County  
Enterprise Technology Services Department  
eServices Division  
January, 2016  
For the Office of Strategic Business Management  
Incorporation and Annexations  
And Market Contracting Services