

**MEMORANDUM**

GOE  
Agenda Item No.  
3(E)

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**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

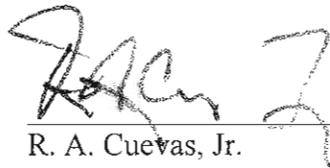
**DATE:** February 12, 2008

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution approving  
Interlocal Agreement  
between Miami-Dade  
County and City of North  
Miami Beach relating to  
proposed annexation by the  
City

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



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R. A. Cuevas, Jr.  
County Attorney

RAC/bw



# MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

DATE: March 4, 2008

FROM:   
R. A. Cuevas, Jr.  
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.  
3-4-08

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

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI BEACH IN CONNECTION WITH THE PROPOSED ANNEXATION BY THE CITY OF NORTH MIAMI BEACH; AUTHORIZING THE COUNTY MAYOR TO EXECUTE THE AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED AND TAKE ANY ACTION REQUIRED BY THE COUNTY HEREIN

**WHEREAS**, Section 6.04 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 May 9, 2005, the City of North Miami Beach submitted an application for the annexation of an unincorporated area adjacent to the City; and

**WHEREAS**, Ordinance \_\_\_\_\_ of the Code of Miami-Dade County approved the annexation subject to conditions, including that the County and the City of North Miami Beach enter into this Interlocal Agreement,

**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 North Miami Beach is hereby approved, and the Board authorizes the Mayor or designee to execute the agreement in substantially the form attached and take any action required by 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:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairman thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of March, 2008. 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.



Craig H. Coller

Y

## **Interlocal Agreement**

This agreement is entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and between Miami-Dade County, Florida (“County”) and the City of North Miami Beach, Florida (“City”), a Florida municipal corporation.

### **WITNESSETH**

**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 attached Exhibit “A”; and

**WHEREAS**, the City and the County desire to enter into an agreement that will provide that the City will conform its Comprehensive Plan to reflect and authorize all uses, densities and intensities of lawful existing development within the annexed area; and

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

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

**A. Definitions.**

1. ***City’s Comprehensive Plan*** means and refers to the City of North Miami Beach’s Comprehensive Plan as amended in October 2006.
2. ***Development*** means and refers to all lawful uses, densities and intensities of lawful development within the annexed area in existence as of the date of annexation.

**B. The City Agrees:**

1. The City of North Miami Beach agrees to file an application for an amendment to the City's Comprehensive Plan for the Annexation area to conform the City's Comprehensive Plan provisions to reflect and authorize all uses, densities and intensities of lawful existing development in the annexed area as of the date of annexation. The City agrees to proceed with this application in good faith to a vote by the governing body on adoption.

**C. 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. The City will begin the annual debt service payment upon the annexation area's inclusion into the City of North Miami Beach's Stormwater Utility.

**D. 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. This agreement is contingent upon the results of a special election determined by a majority of the qualified electors within the proposed annexation area for the sole

purpose of deciding whether such area shall be annexed to the City of North Miami Beach. In the event the election result favors the annexation of the area into the City of North Miami Beach, the County Manager is authorized to implement a plan to transition municipal services from the County to the City. Such transition shall not exceed 180 days after the special election.

**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 or agencies (such as but not limited to DERM, WASD, Public Safety, etc.) and the City of North Miami Beach 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: CITY OF NORTH MIAMI BEACH FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor Date

Approved for legal sufficiency and form:

\_\_\_\_\_

City Attorney

Attest: MIAMI-DADE COUNTY, FLORIDA

Harvey Ruvin, Clerk

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Carlos Alvarez Date  
County Mayor

Approved for legal sufficiency and form:

\_\_\_\_\_

County Attorney

## EXHIBIT A

### North Miami Beach Annexation Legal Description

The unincorporated portion of Miami-Dade County, Florida lying within the following described bounds:

On the north by NE 181 ST on the east by NE 6 AVE and on the west by NE 9 CT and on the south by NE 171 ST; on the north NE 175 ST on the east NE 13 AVE, on the west NE 10 AVE and on the south NE 167 ST; on the north NE 173 ST, on the east NE 15 AVE, on the west NE 12 AVE and on the south NE 163 ST.

As said portion of Miami-Dade County is more particularly described, as follows:

A portion of Sections 7, 8 and 17, Township 52 South, Range 42 East in Miami-Dade County, Florida being more particularly described as follows:

**BEGINNING** at a point on the south right-of-way line of NE 181 Street (Miami Gardens Drive) as shown on the plat of HIGHLAND MANOR SECTION SIX, recorded in Plat Book 60 at Page 25 of the Public Records of Miami-Dade County, Florida said point being 35 feet south of the south line of the N 1/2 of the NE 1/4 of the NW 1/4 of Section 7, Township 52 South, Range 42 East and 35 feet west of the east line of the NW 1/4 of said Section 7 being also the west right-of-way line of NE 6<sup>th</sup> Avenue; thence run southerly along the said west right-of-way line of said NE 6<sup>th</sup> Avenue to the east and west center line of Section 7, Township 52 South, Range 42 East; thence run easterly on the said east and west center line a distance of 35 feet to a point, said point being the center of said Section 7, Township 52 South, Range 42 East; thence run southerly along the north and south center line of said Section 7 to the southwest corner of the NW1/4 of the SW1/4 of the NW1/4 of the SE1/4 of said Section 7, Township 52 South, Range 42 East; thence run easterly along the north line of the S1/2 of the SW1/4 of the NW1/4 of the SE1/4 of said Section 7-52-42 to the northeast corner thereof as shown on the plat of Ritz Highlands No. 2 according to a plat thereof, recorded in Plat Book 64 at page 69, public records of Miami-Dade County, Florida; thence run southerly to the southeast corner of the SW1/4 of the NW1/4 of the SE1/4 of said Section 7-52-42; thence run easterly along the north line of the S1/2 of the SE1/4 of said Section 7-52-42 to the northwest corner of the E1/2 of the SE1/4 of the SE1/4 of said Section 7-52-42; thence run southerly to the northwest corner of the S1/2 of the NE1/4 of the SE1/4 of the SE1/4 of said Section 7-52-42; thence run easterly to the northeast corner of said S1/2 of the NE1/4 of the SE1/4 of the SE1/4 of said Section 7-52-42; thence run southerly a distance of 318.08 feet more or less to a point, said point being on the center line of NE 10<sup>th</sup> Avenue; thence run

westerly a distance of 25 feet to the west right-of-way line of NE 10<sup>th</sup> Avenue; thence run southerly along the west right-of-way line of NE 10<sup>th</sup> Avenue to a point on the south line of Section 7-52-42, said point being 25 feet west of the southeast corner of said Section 7, Township 52 South, Range 42 East; thence run easterly along the south lines of Sections 7 and 8 of Township 52 South, Range 42 East to the southeast corner of the W1/2 of the SW1/4 of said Section 8-52-42; thence run southerly along the centerline of NE 12<sup>th</sup> Avenue being also the west line of the NW 1/4 of the NE 1/4 of the NW 1/4 of Section 17-52-42 to the southwest corner thereof; thence continue southerly along the centerline of NE 12<sup>th</sup> Avenue as shown on the plat of REVISED 163<sup>RD</sup> STREET SHOPPING CENTER, recorded in Plat Book 57 at Page 25 of the Public Records of Miami-Dade County, Florida to the southwest corner of the SW 1/4 of the NE 1/4 of the NW 1/4 of said Section 17-52-42; thence run easterly along the south line of the NE 1/4 of the NW 1/4 and the W1/2 of the NW 1/4 of the NE 1/4 of said Section 17-52-42 being also the centerline of NE 163 Street to the southeast corner of the W 1/2 of the NW 1/4 of the NE 1/4 of said Section 17-52-42; thence run northerly along the centerline of NE 15<sup>th</sup> Avenue being also the east line of the W 1/2 of the NW 1/4 of the NE 1/4 of said Section 17-52-42 to the northeast corner thereof; thence continue northerly along the centerline of NE 15<sup>th</sup> Avenue to the northeast corner of the SW 1/4 of the SW 1/4 of the SE 1/4 of said Section 8-52-42; thence run westerly along the centerline of NE 169 Street being also the south line of the NW 1/4 of the SW 1/4 of the SE 1/4 of said Section 8-52-42, as shown on the plat of FULFORD BY THE SEA SECTION O, recorded in Plat Book 10 at Page 27 of the Public Records of Miami-Dade County, Florida to the southwest corner of the NW 1/4 of the SW 1/4 of the SE 1/4 of said Section 8-52-42; thence run northerly along the centerline of NE 14<sup>th</sup> Avenue being also the east line of the SW 1/4 of said Section 8-52-42 to the northeast corner of the SE 1/4 of the NE 1/4 of the SW 1/4 of said Section 8-52-42, as shown on the plat of COUNTY SQUIRE, recorded in Plat Book 105 at Page 87 of the Public Records of Miami-Dade County, Florida; thence run westerly along the centerline of NE 173 Street to the northwest corner of the SE 1/4 of the NE 1/4 of the SW 1/4 of said Section 8-52-42; thence run northerly along the centerline of NE 13<sup>th</sup> Avenue being also the east line of the NW 1/4 of the NE 1/4 of the SW1/4 of said Section 8-52-42 as shown on the plat of FIRST ADDITION TO DORVIN ESTATES, recorded in Plat Book 59 at Page 81 of the Public Records of Miami-Dade County, Florida to the northeast corner thereof; thence run westerly along the centerline of NE 175 Street on the east and west centerline of said Section 8-52-42 to the northeast corner of the West 1/2 of the SW 1/4 of said Section 8-52-42; thence continue westerly along the east and west center line of said Section 8-52-42 to the southeast corner of the NE1/4 Section 7, Township 52 South, Range 42 East; thence run northerly along the east line of the NE1/4 of said Section 7-52-42 to a point 140 feet more or less south of the northeast corner of the SE1/4 of

the SE1/4 of the NE1/4 of said Section 7-52-42; thence run westerly to a point 140 feet more or less south of the northwest corner of the said SE1/4 of the SE1/4 of the NE1/4 of said Section 7-52-42; thence run northerly a distance of 140 feet more or less to the said northwest corner of the said SE1/4 of the SE1/4 of the NE1/4 of said Section 7-52-42; thence run easterly a distance of 153.34 feet more or less to a point on the north line of the said SE1/4 of the SE1/4 of the NE1/4 of said Section 7-52-42; thence run northerly parallel to the east line of said Section 7-52-42 and 485 feet more or less westerly therefrom to a point on the south line of the NE1/4 of the NE1/4 of the NE 1/4 of said Section 7-52-42; thence run westerly to the southwest corner of the NW1/4 of the NW1/4 of the NE1/4 of said Section 7-52-42; thence continue westerly along the south line of the N1/2 of the NE1/4 of the NW1/4 of said Section 7-52-42 a distance of 35.00 to a point of intersection with the extended west right of way line of NE 6<sup>th</sup> Avenue; thence run southerly along the extended west right of way line of NE 6<sup>th</sup> Avenue being 35 feet west of and parallel with the centerline of NE 6<sup>th</sup> Avenue a distance of 35 feet more or less to a point on the west right of way line of NE 6<sup>th</sup> Avenue and the **POINT OF BEGINNING.**