

MEMORANDUM

Agenda Item No. 8(L)(1)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: November 4, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the Interlocal Agreement between the Town of Cutler Bay and the Miami-Dade County Stormwater Utility for payment by the Town of Cutler Bay of its pro- rata share of principal and interest payments on outstanding Miami-Dade County Stormwater Utility Revenue Refunding Bonds, series 2020; authorizing the County Mayor to execute same and exercise any termination provisions and all other rights contained therein; and authorizing the County Mayor to execute amendments for extensions of time

Resolution No. R-1067-25

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Danielle Cohen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: November 4, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Interlocal Agreement between the Town of Cutler Bay and the Miami-Dade County Stormwater Utility for Payment on Outstanding Miami-Dade County Stormwater Utility Revenue Refunding Bonds, Series 2020

Executive Summary

This item seeks approval from the Miami-Dade County Board of County Commissioners (Board) for the County Mayor or County Mayor's designee to execute and enter into an Interlocal Agreement (Agreement) between the Town of Cutler Bay (Town) and the Miami-Dade County Stormwater Utility (Utility). This Agreement will facilitate payment by the Town of its pro-rata share of principal and interest payments on outstanding Miami-Dade County Stormwater Utility Revenue Refunding Bonds, Series 2020 (Series 2020 Bonds), maturing in Fiscal Year 2029, until the debt is fully satisfied.

Recommendation

It is recommended that the Board adopt the attached resolution, approving and authorizing the County Mayor or County Mayor's designee to execute said Agreement, and delegates authority to the County Mayor or County Mayor's designee to execute amendments for extensions of time, to the extent necessary. The Agreement is attached as Exhibit 1 to the resolution.

Scope

The Town's municipal boundaries fall within Commission District 8, represented by Commissioner Danielle Cohen Higgins.

Delegation of Authority

Upon approval by the Board, the County Mayor or County Mayor's designee will have the authority to execute the Agreement and to exercise the termination provisions and other rights contained therein. This resolution further delegates authority to the County Mayor or County Mayor's designee to execute amendments for time extensions, after approval by the County Attorney's Office as to form and legal sufficiency.

Fiscal Impact/Funding Source

Over the five (5) year term of the agreement, the Town will pay \$797,385.06, approximately \$159,477.00 annually, for its pro-rata share of the Series 2020 Bonds to the Utility.

Track Record/Monitor

The Deputy Director of the Department of Regulatory and Economic Resources, Marina Blanco-Pape, P.E., will monitor the Agreement.

Background

The County issued Miami-Dade County Stormwater Utility Revenue Bonds to fund certain capital improvements and enhancements to the stormwater infrastructure within the Utility's Service Area, pledging stormwater utility revenue as the debt repayment funding source. Incorporated areas exempted from the Utility that were part of the Utility Service Area at the time the bonds were issued, are required to pay a pro-rata share of the debt service on such bonds pursuant to interlocal agreements.

On June 3, 2008, the Board adopted Resolution No. R-630-08, exempting the Town from the provisions of the Miami-Dade County Stormwater Utility. Pursuant to the resolution, the Town is required to pay its pro-rata share of stormwater utility debt until the bonds mature in 2029.

In 2008, the Town entered into a ten-year billing agreement with Miami-Dade County Water and Sewer Department (WASD), allowing WASD to bill and collect the Town's stormwater fees within the Town, and remit the Town's required bond debt payment to the Utility. On October 22, 2018, the Town and WASD renewed the ten (10) year billing agreement for another ten (10) years. However, on June 23, 2024, the Town notified WASD of its intent to terminate the 2018 billing agreement, with an effective date of September 30, 2024.

On May 4, 2023, the Board adopted Resolution No. R-334-23, which authorized an Intergovernmental Cooperation Agreement between the Town, the Miami-Dade County Office of the Property Appraiser (Property Appraiser) and the Miami-Dade Tax Collector (Tax Collector). The intergovernmental agreement would allow the Tax Collector to bill and collect the Town's stormwater utility fees, by including such fees on annual tax bills to properties within the Town. Collected fees would then be forwarded to the Town by the Tax Collector, with no provision for payment of the Town's bond debt service to the Utility. That agreement had an effective start date of November 1, 2023.

The proposed Interlocal Agreement between the Town and the Miami-Dade County Stormwater Utility provides a mechanism for the Town to make annual payments to the Utility for the Town's pro-rata share of the debt service on the outstanding Miami-Dade County Stormwater Utility Revenue Refunding Bonds, Series 2020, until the bonds mature in Fiscal Year 2029.

On February 19, 2025, by Town Resolution R25-15, the Town Council approved the proposed Agreement, attached hereto as Exhibit 1 to the resolution.



Roy Coley
Chief Utilities and Regulatory Services Officer



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: November 4, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(1)

Please note any items checked.

- _____ **"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**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____)** to approve
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(1)
11-4-25

RESOLUTION NO. R-1067-25

RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF CUTLER BAY AND THE MIAMI-DADE COUNTY STORMWATER UTILITY FOR PAYMENT BY THE TOWN OF CUTLER BAY OF ITS PRO-RATA SHARE OF PRINCIPAL AND INTEREST PAYMENTS ON OUTSTANDING MIAMI-DADE COUNTY STORMWATER UTILITY REVENUE REFUNDING BONDS, SERIES 2020; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ANY TERMINATION PROVISIONS AND ALL OTHER RIGHTS CONTAINED THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS FOR EXTENSIONS OF TIME

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

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

Section 1. This Board hereby approves the Interlocal Agreement (Agreement), attached hereto as Exhibit 1 and made a part hereof, between the Town of Cutler Bay (Town) and Miami-Dade County Stormwater Utility (Utility) for payment by the Town of its pro-rata share of principal and interest payments on outstanding Miami-Dade County Stormwater Utility Revenue Refunding Bonds, Series 2020 maturing in Fiscal Year 2029 and shall remain in effect until the bonds are no longer outstanding and the Town's pro-rata share of the total debt service on the bonds is fully paid.

Section 2. This Board hereby authorizes the County Mayor or County Mayor's designee to execute the Agreement on behalf of the County and exercise any termination provisions and rights contained therein.

Section 3. This Board hereby authorizes the County Mayor or County Mayor's designee to execute amendments for extensions of time, if needed, after approval by the County Attorney's Office as to form and legal sufficiency.

The foregoing resolution was offered by Commissioner **Roberto J. Gonzalez** , who moved its adoption. The motion was seconded by Commissioner **Natalie Milian Orbis** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye
Kionne L. McGhee, Vice Chairman	absent
Marleine Bastien	aye
Sen. René García	aye
Roberto J. Gonzalez	aye
Danielle Cohen Higgins	aye
Natalie Milian Orbis	aye
Micky Steinberg	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of November, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "ASR", is written over a horizontal line.

Abbie Schwaderer-Raurell

MIAMI-DADE COUNTY, FLORIDA



INTERLOCAL AGREEMENT

between

THE TOWN OF CUTLER BAY

AND

THE MIAMI-DADE COUNTY STORMWATER UTILITY

FOR

**PAYMENT BY THE TOWN OF CUTLER BAY OF ITS PRO-RATA SHARE OF
PRINCIPAL AND INTEREST PAYMENTS ON OUTSTANDING MIAMI-DADE
COUNTY STORMWATER UTILITY REVENUE REFUNDING BONDS, SERIES
2020**

MIAMI-DADE COUNTY
STORMWATER UTILITY (305) 372-6688
701 NORTHWEST FIRST COURT, SUITE 500
MIAMI, FL 33136

**INTERLOCAL AGREEMENT
BETWEEN
THE TOWN OF CUTLER BAY (TOWN)
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY)
FOR
PAYMENT BY THE TOWN OF CUTLER BAY OF ITS PRO-RATA SHARE OF PRINCIPAL
AND INTEREST PAYMENTS ON OUTSTANDING MIAMI-DADE COUNTY STORMWATER
UTILITY REVENUE REFUNDING BONDS, SERIES 2020**

THIS INTERLOCAL AGREEMENT, [the "AGREEMENT"] by and between the Miami-Dade County Stormwater Utility, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "UTILITY",] and the Town of Cutler Bay, a Florida Municipal Corporation, through its governing body, the Town Council of the Town of Cutler Bay, Florida [hereinafter sometimes referred to as "TOWN",] is entered into as follows:

WITNESSETH

WHEREAS, Section 403.0893, Florida Statutes (F.S.), authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems; and

WHEREAS, the Board of County Commissioners of Miami-Dade County [the "Board"], did, by adoption of Miami-Dade County Ordinances No. 91-66 and Ordinance No. 91-120, as amended by Ordinance Nos. 92-44 and 92-86, create a stormwater utility, and which UTILITY may operate within a municipality or municipalities; and

WHEREAS, the County issued its Miami-Dade County Stormwater Utility Revenue Bonds, Series 1999 and Series 2004 [the "Prior Bonds"] to fund certain capital improvements and enhancements to the stormwater utility within the Utility's Service Area which included the area that was incorporated as the TOWN; and

WHEREAS, the Board formally exempted the TOWN from the Miami-Dade County Stormwater Utility on June 3, 2008, through County Resolution No. R-630-08, with the condition that the TOWN continue to pay its pro-rata share of the principal and interest on the Prior Bonds; and

WHEREAS, on September 4, 2013 by County Resolution No. R-681-13, the Board authorized the issuance of Stormwater Utility Revenue Refunding Bonds, Series 2013 [the "Refunded Bonds"] to refund all Series 1999 bonds and all Series 2004 bonds, except those maturing in 2014 and 2015; and

WHEREAS, the TOWN entered a ten-year Agreement [the "2018 Agreement"] with the Miami-Dade County Water and Sewer Department ["WASD"], pursuant to County Resolution No. R-1024-18, for WASD to bill and collect the TOWN's stormwater charges within the TOWN, and retain the TOWN'S pro-rata share of its debt service on behalf of the UTILITY; and

WHEREAS, on April 7, 2020 by County Resolution No. R-292-20, the Board authorized the issuance of Stormwater Utility Revenue Refunding Bonds, Series 2020 [the “BONDS”] to refund all or a portion of the outstanding Stormwater Utility Revenue Refunding Bonds, Series 2013; and

WHEREAS, pursuant to County Resolution No. R-334-23, the TOWN, the Miami-Dade County Office of the Property Appraiser (the “Property Appraiser”) and Miami-Dade County Tax Collector (the “Collector”) entered into an Intergovernmental Cooperation Agreement for the Collector to collect stormwater charges for the TOWN within the TOWN by placing such charges on the TRIM notice and tax bill as non-ad valorem assessments, and remitting such revenue to the TOWN; and

WHEREAS, it is the intent of the UTILITY and the TOWN, through this AGREEMENT, to establish an approved alternate method of payment for the TOWN to pay its remaining pro-rata share of the Miami-Dade County Stormwater Utility Revenue Refunding Bonds, Series 2020, maturing in Fiscal Year 2029 to the UTILITY,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this AGREEMENT, the parties hereto agree as follows:

ARTICLE I TOWN AND UTILITY RESPONSIBILITIES

A. The UTILITY shall invoice the TOWN annually, and the TOWN shall pay the UTILITY by April 15 of each year commencing with Fiscal Year 2025, in accordance with the payment schedule depicted in Attachment “A” of this AGREEMENT.

B. The TOWN and the UTILITY agree that the amount to be paid annually by the TOWN to the UTILITY set forth in Attachment “A” may be increased or decreased administratively by agreement of the County Mayor and TOWN Manager based on a refinancing or restructuring of the outstanding BONDS or due to a TOWN annexation. The TOWN will have the option to satisfy the annexation area's pro-rata share of the debt service on the BONDS through a separate agreement.

C. The TOWN and the UTILITY shall maintain financial records pertaining to this AGREEMENT for 5 years after the expiration of this AGREEMENT, and shall make them available for inspection and copying at the place where the records are maintained within a reasonable time after receiving a records request.

D. The TOWN and the UTILITY shall each comply with all applicable regulations, ordinances and laws in effect in the performance of this AGREEMENT.

E. The TOWN and the UTILITY agree that if the TOWN fails to make a payment to the County pursuant to Article 1A. of this AGREEMENT for two years, then after 30 days’ written notice by the County, the County shall have the authority to collect the TOWN’s Receipts, retain the TOWN’s pro-rata share of the annual principal and interest payments on the BONDS, including any back payments due, and transfer the remainder of the TOWN’s Receipts to the TOWN. These provisions shall survive termination of this AGREEMENT, and it shall be the sole responsibility of the TOWN to take whatever actions may be necessary to avoid duplication and facilitate such collection by the County, including through cancellation by the TOWN of its Intergovernmental Cooperation Agreement with the Property Appraiser and the Collector.

ARTICLE II

TERM OF THE AGREEMENT

This AGREEMENT shall commence on October 1, 2024, and remain in full force and effect until the BONDS are no longer outstanding and the TOWN's pro-rata share of the total debt service on the BONDS is fully paid. This AGREEMENT may be terminated by mutual agreement of both parties, only if alternate method of satisfaction of any outstanding balance of the TOWN's pro-rata share of the debt service on the BONDS has been approved by the UTILITY and executed by the parties.

ARTICLE III

RIGHTS OF PARTIES; OTHERS

It is the intent and understanding of the parties that this AGREEMENT is solely for the TOWN and the UTILITY. No person or entity other than the TOWN or the UTILITY shall have any rights or privileges under this AGREEMENT in any capacity whatsoever, either as a third-party beneficiary or otherwise.

ARTICLE IV

GOVERNING LAW

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. The UTILITY and the TOWN agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this AGREEMENT or a breach of this AGREEMENT. Venue for any court action between the parties for any such controversy arising from or related to this AGREEMENT shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

ARTICLE V

ENTIRETY OF AGREEMENT

The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this AGREEMENT that are not contained in this AGREEMENT, and that this AGREEMENT contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this AGREEMENT shall be of no force or effect, and that this AGREEMENT may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

ARTICLE VI HEADINGS

Captions and headings 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 VII REPRESENTATION OF TOWN

The TOWN represents that this AGREEMENT has been duly authorized, executed and delivered by the TOWN Council of the TOWN of Cutler Bay, as the governing body of the TOWN and it has the required power and authority to perform this AGREEMENT and has granted the TOWN Manager or the TOWN Manager's Designee the required power and authority to perform this AGREEMENT.

ARTICLE VIII REPRESENTATION OF UTILITY

The UTILITY represents that this AGREEMENT has been duly approved, executed, and delivered by the Miami-Dade County Board of County Commissioners, as the governing body of the UTILITY, and it has granted the Miami-Dade County Mayor or the Mayor's Designee the required power and authority to perform this AGREEMENT.

ARTICLE IX WAIVER

There shall be no waiver of any right related to this AGREEMENT unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this AGREEMENT shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this AGREEMENT.

ARTICLE X INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of this AGREEMENT shall be interpreted in such 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 shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this AGREEMENT, provided that the material purposes of this AGREEMENT can be determined and effectuated.

ATTACHMENT A

Town of Cutler Bay Bond Debt Service Schedule
(for Remaining Fiscal Years 2025 through 2029)
Miami-Dade County Stormwater Utility Series 2020 Bonds

	2007 ERU
SWU SvcArea only	775,739
Cutler Bay (C. Bay)	20,281
SWU SvcArea + C. Bay	796,020
Cutler Bay %	0.0255

Stormwater Utility Bond Debt Service

Fiscal Year	Series 2020 Bonds			Cutler Bay Total
	MDC Total Principal	MDC Total Interest	MDC Total Debt Service (100%)	Annual Debt Service (2.55%)
2025	\$ 4,905,000	\$ 1,355,000.00	\$ 6,260,000.00	\$ 159,492.30
2026	\$ 5,150,000	\$ 1,109,750.00	\$ 6,259,750.00	\$ 159,485.93
2027	\$ 5,405,000	\$ 852,250.00	\$ 6,257,250.00	\$ 159,422.23
2028	\$ 5,680,000	\$ 582,000.00	\$ 6,262,000.00	\$ 159,543.26
2029	\$ 5,960,000	\$ 298,000.00	\$ 6,258,000.00	\$ 159,441.34
	\$ 27,100,000	\$ 4,197,000.00	\$ 31,297,000.00	\$ 797,385.06

Notes:

On September 9, 2020, the Miami-Dade County Stormwater Utility Revenue Refunding Bonds, Series 2020, refunded the Miami-Dade County Stormwater Utility Revenue Bonds, Series 2013