

RESOLUTION NO. 22- 1848

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING AN MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY AND THE CITY OF HIALEAH CONCERNING SETTLEMENT OF DISPUTES BEING LITIGATED IN THE MATTER TOWN OF MIAMI LAKES V. MIAMI-DADE COUNTY, CITY OF HIALEAH, et.al, CASE NO. 2019-29261 CA 01; PROVIDING AUTHORITY TO THE TOWN MAYOR; PROVIDING AUTHORITY OF TOWN OFFICIALS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Two east-west bridges exist on N.W. 154th Street (“N.W. 154th Street Bridge”) and N.W. 170th Street (“N.W. 170th Street Bridge”) over Interstate 75 owned by the State of Florida. The N.W. 154th Street Bridge and N.W. 170th Street Bridge are collectively referred to as the “Bridges”; and

WHEREAS, Hialeah owns the road segments west of Interstate 75 and the N.W. 154th Street Bridge and its municipal boundaries include the road segments west of Interstate 75 and the N.W. 170th Street Bridge; and

WHEREAS, Miami Lakes owns the road segments east of Interstate 75 and the N.W. 154th Street Bridge, and owns approximately southern half of the road segments east of Interstate 75 and the N.W. 170th Street Bridge, up to N.W. 87th Ave; and

WHEREAS, Miami-Dade County owns road segments west of Interstate 75 and the N.W. 170th Street Bridge and owns approximately the northern half of the road segments east of Interstate 75 and N.W. 170th Street; and

WHEREAS, the Parties are currently engaged in active litigation regarding the opening of the N.W. 170th Street Bridge only; and

WHEREAS, the Parties desire to resolve the disputes as to both the N.W.170 Street Bridge and the N.W. 154 Street Bridge openings (hereinafter the “Bridges Dispute”), with each party bearing their own fees and costs; and

WHEREAS, the Parties intend this MOU to resolve all disputes amongst them regarding the Bridges Dispute, whether or not part of the matter in litigation in Town of Miami Lakes v. Miami-Dade County, City of Hialeah, et al., Case No. 2019-29261-CA-01; and

WHEREAS, this MOU is subject to the approval of the Miami-Dade County Commission, Hialeah Council, and Miami-Lakes Town Council; and

WHEREAS, the Parties share a common goal of there being a connection to Interstate-75 at N.W. 154th Street; and

WHEREAS, in furtherance of the above-mentioned goal, the Parties will cooperate with any studies to the extent that the desire to cooperate does not bind any Party to expend public funds and will request that the Florida Department of Transportation, and all other necessary local, state and federal agencies grant any necessary approvals for the connection to Interstate-75 at N.W. 154th Street; and

WHEREAS, on April 6, 2022, the Town Council adopted an MOU that was forwarded to the City of Hialeah for adoption; and

WHEREAS, during the April meeting of the Hialeah Council, the City of Hialeah adopted the Town's MOU with modifications.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Memorandum of Understanding . The Town Council hereby approves the Memorandum of Understanding with Miami-Dade County and the City of Hialeah in substantially the same form attached hereto as Exhibit "A."

Section 3. Authorization of Town Mayor The Town Mayor is authorized to execute a copy of the Memorandum of Understanding, in substantially the same form attached hereto as Exhibit "A."

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney and/or his designee are authorized to take all steps necessary to implement the terms and conditions of the Memorandum of Understanding, in substantially the same form, attached hereto as Exhibit "A." The Town Clerk is hereby directed to record the executed copy with Miami-Dade County Recorders Office.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

*****THIS PORTION HAS BEEN LEFT INTENTIONALLY BLANK*****

Passed and adopted this 10th day of May 2022

The foregoing resolution was offered by Councilmember Dieguez who moved its adoption. The motion was seconded by Councilmember Fernandez and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	Yes
Vice Mayor Jeffrey Rodriguez	Yes
Councilmember Carlos O. Alvarez	Absent
Councilmember Luis E. Collazo	No
Councilmember Josh Dieguez	Yes
Councilmember Tony Fernandez	Yes
Councilmember Marilyn Ruano	No




MANNY CID
MAYOR

Attest:



Gina M. Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:



Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY

MEMORANDUM

Amended
Agenda Item No. 11(A)(4)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 17, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the Memorandum of Understanding between the Town of Miami Lakes, the City of Hialeah, and Miami-Dade County, and authorizing the County Mayor to execute the Memorandum of Understanding and to take all actions to effectuate the same; directing the County Mayor to identify legally available funding sources from within the fiscal year 2021-2022 County budget that independently or combined may be utilized to fund the County's obligations identified in the Memorandum of Understanding and, to the extent necessary, include any additional funding in the County Mayor's proposed budget for fiscal year 2022-2023, and future fiscal years as necessary; and urging (1) the United States Congress and the Florida Legislature to appropriate funding for the construction of on-ramps onto the Gratigny Expressway at N.W. 67th Avenue and on-ramps onto Interstate-75 at N.W. 154th Street (the "on-ramps"), (2) the Florida Department of Transportation ("FDOT") to, subject to the appropriation of funding, include funding for the on-ramps in the appropriate current and future FDOT Five-Year Work Programs, and (3) the Miami-Dade Transportation Planning Organization to take the necessary actions, such as amending its Long Range Transportation Plan and Transportation Improvement Program, to include funding in the appropriate current and future FDOT Five-Year Work Programs for the on-ramps

Resolution No. R-495-22

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.



Geri Bonzon-Keenan
County Attorney



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 17, 2022

FROM: 
Gen. Bonzon-Keenan
County Attorney

SUBJECT: Amended
Agenda Item No. 11(A)(4)

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 ____, 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) ____, or 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 *Danielle Levine* Mayor
Veto _____
Override _____

Amended
Agenda Item No. 11(A)(4)
5-17-22

RESOLUTION NO. R-495-22

RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF MIAMI LAKES, THE CITY OF HIALEAH, AND MIAMI-DADE COUNTY, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND TO TAKE ALL ACTIONS TO EFFECTUATE THE SAME; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO IDENTIFY LEGALLY AVAILABLE FUNDING SOURCES FROM WITHIN THE FISCAL YEAR 2021-2022 COUNTY BUDGET THAT INDEPENDENTLY OR COMBINED MAY BE UTILIZED TO FUND THE COUNTY'S OBLIGATIONS IDENTIFIED IN THE MEMORANDUM OF UNDERSTANDING AND, TO THE EXTENT NECESSARY, INCLUDE ANY ADDITIONAL FUNDING IN THE COUNTY MAYOR'S PROPOSED BUDGET FOR FISCAL YEAR 2022-2023, AND FUTURE FISCAL YEARS AS NECESSARY; AND URGING (1) THE UNITED STATES CONGRESS AND THE FLORIDA LEGISLATURE TO APPROPRIATE FUNDING FOR THE CONSTRUCTION OF ON-RAMPS ONTO THE GRATIGNY EXPRESSWAY AT N.W. 67TH AVENUE AND ON-RAMPS ONTO INTERSTATE-75 AT N.W. 154TH STREET (THE "ON-RAMPS"), (2) THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") TO, SUBJECT TO THE APPROPRIATION OF FUNDING, INCLUDE FUNDING FOR THE ON-RAMPS IN THE APPROPRIATE CURRENT AND FUTURE FDOT FIVE-YEAR WORK PROGRAMS, AND (3) THE MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION TO TAKE THE NECESSARY ACTIONS, SUCH AS AMENDING ITS LONG RANGE TRANSPORTATION PLAN AND TRANSPORTATION IMPROVEMENT PROGRAM, TO INCLUDE FUNDING IN THE APPROPRIATE CURRENT AND FUTURE FDOT FIVE-YEAR WORK PROGRAMS FOR THE ON-RAMPS

WHEREAS, a bridge built by the Florida Department of Transportation ("FDOT") in 1984 extends NW 170th Street—a two-lane street—over Interstate-75 ("I-75"); and

WHEREAS, a bridge built by FDOT in 1986 similarly extends NW 154th Street—a two-lane street—over I-75; and

WHEREAS, NW 170th Street and NW 154th Street have been closed to vehicular traffic just west of NW 89th Avenue before it passes over I-75; and

WHEREAS, the Town of Miami Lakes, City of Hialeah, and Miami-Dade County have been engaged in litigation regarding the opening of the NW 170th Street bridge; and

WHEREAS, the Town of Miami Lakes, City of Hialeah, and Miami-Dade County desire to resolve the disputes as to both the NW 170th Street bridge and the NW 154th Street bridge openings, whether or not part of the matter in litigation in *Town of Miami Lakes v. Miami-Dade County, City of Hialeah, et al.*, Case No. 2019-29261-CA-01; and

WHEREAS, among other provisions, the Memorandum of Understanding requires that Miami-Dade County:

- (1) request to process a Long Range Transportation Plan (“LRTP”) amendment through the Miami-Dade Transportation Planning Organization (“TPO”) to approve, authorize and/or take any and all actions necessary to allow Miami-Dade County, at its sole cost and expense, to design, improve, and open the N.W. 154th Street Bridge to be used by first responders, pedestrians, electric golf carts, bicycles, and scooters; and
- (2) to the extent it becomes necessary, relocate at its sole cost and expense the Jakey Duque monument currently located generally in the area of N.W. 154th Street and N.W. 89th Avenue, if such relocation occurs, then Miami-Dade County shall maintain and upkeep the monument; and
- (3) amend its state and federal legislative packages to advocate for the construction and funding of on-ramps onto the Gratigny Expressway at N.W. 67th Avenue; and

(4) at its sole cost and expense (i) construct certain improvements to N.W. 97th Avenue for the purpose of connecting N.W. 97th Avenue to N.W. 186th Street either directly or indirectly, and (ii) constructs an extension of N.W. 170th Street, from N.W. 97th Avenue to the Florida Turnpike, both as condition presents to the parties jointly creating a committee (“the Traffic Study Committee”) for the purposes of studying the traffic demands of the areas surrounding the N.W. 154th Street Bridge in order to make a recommendation to FDOT and the TPO regarding the opening of the N.W. 154th Street Bridge to all vehicular and pedestrian traffic; and

WHEREAS, the Memorandum of Understanding also provides that in the event that on-ramps are constructed and fully operational at N.W. 154th Street and Interstate-75, then:

(1) the Town of Miami Lakes, City of Hialeah, and Miami-Dade County agree that the Traffic Study Committee shall not be convened, or if it has convened the committee shall immediately be dissolved, and any requirements or obligations pertaining to such committee, except for the funding obligations if any costs were incurred, shall be null and void; and

(2) neither the Town of Miami Lakes nor the City of Hialeah shall raise any objections to, nor impede directly or indirectly, the construction of on-ramps nor of the opening of N.W. 154th Street Bridge to be used unimpeded for all vehicular and pedestrian traffic; and

WHEREAS, the Memorandum of Understanding between the Town of Miami Lakes, City of Hialeah, and Miami-Dade County globally settles the matters in dispute in the case of *Town of Miami Lakes v. Miami-Dade County, City of Hialeah, et al.*, Case No. 2019-29261-CA-01; and

WHEREAS, approval by the Town of Miami Lakes Council of the Memorandum of Understanding with direction to the Town Attorney to finalize negotiations between the parties, and the subsequent completion of negotiations, occurred after the printing of the Board of County Commissioner’s preliminary agenda for the May 17, 2022 Board meeting, thus providing good cause to add this item on to the final printed agenda for this meeting,

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

Section 1. Incorporates and approves the foregoing recitals as if fully set forth herein.

Section 2. Approves the Memorandum of Understanding between the Town of Miami Lakes, the City of Hialeah, and Miami-Dade County, in substantially the form attached and incorporated herein.

Section 3. Authorizes the County Mayor or County Mayor’s designee to execute the Memorandum of Understanding, in substantially the form attached and incorporated herein and to take all actions to effectuate the same.

Section 4. Directs the County Mayor or County Mayor’s designee to identify legally available funding sources from within the fiscal year 2021-2022 County Budget that independently or combined may be utilized to fund the County’s obligations identified in the Memorandum of Understanding and, to the extent necessary, include any additional funding in the County Mayor’s proposed budget for fiscal year 2022-2023, and future fiscal years as necessary.

Section 5. Urges the United States Congress and the Florida Legislature to appropriate funding for the construction of on-ramps onto the Gratigny Expressway at N.W. 67th Avenue and on-ramps onto Interstate-75 at N.W. 154th Street.

Section 6. Urges the FDOT to, subject to the appropriation of funding, include funding for the construction of on-ramps onto the Gratigny Expressway at N.W. 67th Avenue and on-ramps onto Interstate-75 at N.W. 154th Street in the appropriate current and future FDOT Five-Year Work Programs.

Section 7. Urges the TPO, as may become necessary, to take the necessary actions, such as amending its Long Range Transportation Plan and Transportation Improvement Program, to include funding in the appropriate current and future FDOT Five-Year Work Programs for the construction of on-ramps onto the Gratigny Expressway at N.W. 67th Avenue and on-ramps onto Interstate-75 at N.W. 154th Street.

Section 8. Directs the Clerk of this Board to send a certified copy of this resolution to the members of the Florida Congressional Delegation, the United States Secretary of Transportation, the Governor, the Senate President, the House Speaker, the Chair and Members of the Miami-Dade State Legislative Delegation, the Secretary of the Florida Department of Transportation, the District Six Secretary of the Florida Department of Transportation, and the Executive Director of the Miami-Dade Transportation Planning Organization.

Section 9. Directs the County's federal and state lobbyists to advocate for the actions described in sections 5 and 6 above, and authorizes and directs the Office of Intergovernmental Affairs to include this item in the 2023 State Legislative Package when it is presented to the Board, and to amend the 2022 Federal Legislative Package to include this item.

The Prime Sponsor of the foregoing resolution is Chairman Jose "Pepe" Diaz. It was offered by Commissioner **Sen. Rene Garcia**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

	Jose "Pepe" Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	absent	Danielle Cohen Higgins	absent
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	aye		

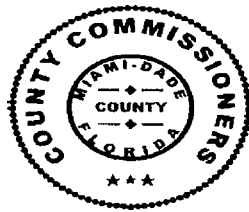
The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of May, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by 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

HARVEY RUVIN, CLERK

Basia Pruna

By: _____
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Annery Pulgar Alfonso
Bruce Libhaber

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN TOWN OF MIAMI LAKES, CITY OF HIALEAH,
AND MIAMI-DADE COUNTY, FLORIDA**

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) sets forth the terms and understanding between the Town of Miami Lakes (hereinafter “Miami Lakes” or “Town”), the City of Hialeah (hereinafter “Hialeah” or “City”), and Miami-Dade County (hereinafter “County”) (collectively the “Parties”), regarding settlement of the opening of the N.W. 170th Street bridge, an issue in dispute in the matter Town of Miami Lakes v. Miami-Dade County, City of Hialeah, et al., Case No. 2019-29261-CA-01.

RECITALS

WHEREAS, two east-west bridges exist on N.W. 154th Street (“N.W. 154th Street Bridge”) and N.W. 170th Street (“N.W. 170th Street Bridge”) over Interstate 75 owned by the State of Florida. The N.W. 154th Street Bridge and N.W. 170th Street Bridge are collectively referred to as the “Bridges”; and

WHEREAS, Hialeah owns the road segments west of Interstate 75 and the N.W. 154th Street Bridge and its municipal boundaries include the road segments west of Interstate 75 and the N.W. 170th Street Bridge; and

WHEREAS, Miami Lakes owns the road segments east of Interstate 75 and the N.W. 154th Street Bridge, and owns approximately southern half of the road segments east of Interstate 75 and the N.W. 170th Street Bridge, up to N.W. 87th Ave; and

WHEREAS, Miami-Dade County owns road segments west of Interstate 75 and the N.W. 170th Street Bridge and owns approximately the northern half of the road segments east of Interstate 75 and N.W. 170th Street; and

WHEREAS, the Parties are currently engaged in active litigation regarding the opening of the N.W. 170th Street Bridge only; and

WHEREAS, the Parties desire to resolve the disputes as to both the N.W. 170 Street Bridge and the N.W. 154 Street Bridge openings (hereinafter the “Bridges Dispute”), with each party bearing their own fees and costs; and

WHEREAS, the Parties intend this MOU to resolve all disputes amongst them regarding the Bridges Dispute, whether or not part of the matter in litigation in Town of Miami Lakes v. Miami-Dade County, City of Hialeah, et al., Case No. 2019-29261-CA-01; and

WHEREAS, this MOU is subject to the approval of the Miami-Dade County Commission, Hialeah Council, and Miami-Lakes Town Council; and

WHEREAS, the Parties share a common goal of there being a connection providing access onto Interstate-75 at N.W. 154th Street; and

WHEREAS, in furtherance of the above-mentioned goal, the Parties will cooperate with any studies to the extent that it will not bind any Party to expend public funds unless consented to by a party's legislative board, and without waiving any of its rights as a sovereign, will endeavor to obtain any approvals necessary for on-ramps to Interstate 75, provided all appropriate legal and engineering requirements are met, in addition to requesting that the Florida Department of Transportation, and all other necessary local, state and federal agencies, also grant any necessary approvals for the construction of on-ramps onto Interstate-75 at N.W. 154th Street from east and west directions. For the purposes of this Agreement, the term on-ramps excludes any reference to off-ramps; and

THEREFORE, the undersigned hereby incorporate the above Recitals and understand as follows and otherwise agree to submit to their respective legislative bodies the following terms for approval:

1. **RECITALS:** The recitals are true and correct and are incorporated herein by this reference to form a part of this Agreement.
2. **EFFECTIVE DATE:** This Agreement shall become effective, on the effective date in which the last of the three (3) requisite local government resolutions is approved giving effect to this agreement.
3. This MOU is intended to express and memorialize the settlement terms with respect to the Bridges Dispute between the Parties. The Interlocal Agreement between the Town and Hialeah dated July 11, 2007 shall be null and void and of no effect upon approval of this Agreement by all Parties.
4. **Dismissal of Lawsuit:** Miami Lakes shall voluntarily dismiss its lawsuit in the case of Town of Miami Lakes v. Miami-Dade County, et al., Case No. 2019-029261-CA-13 (the "Circuit Court Lawsuit"). Such dismissal shall be against all defendants with prejudice and shall be filed within five (5) calendar days following the Effective Date of this MOU. Each party shall bear its own costs and fees. Miami Lakes hereby releases, all defendants in the above referenced lawsuit and their present, and future shareholders, directors, officers, employees, principals, agents, independent contractors, representatives, parent corporations, subsidiaries, affiliates, predecessors, successors, assigns, attorneys, and insurers from any and all claims, actions, causes of action, counterclaims, demands, damages, fines, penalties, assessments, costs, loss of services, expenses, interest, attorneys' fees and compensation whatsoever, that were asserted or could have been asserted in the Circuit Court Lawsuit and were in any way relating to or arising out of the matter or related or arising out of the Bridges Dispute. The Court shall retain jurisdiction to enforce the terms of this Agreement.
5. **Opening and Permitting on N.W. 170th Street Bridge:** Miami Lakes and Hialeah acknowledge that Miami-Dade County has issued the construction permit applied for by Lennar Homes for the improvements to the N.W. 170 Bridge and any other roadway improvements proposed by the design plans in support of the permit as approved by Miami-

Dade County. Neither Miami Lakes nor Hialeah shall raise any objections to the issuance, administration or oversight of the aforementioned permit by the County, including the review and any approval of permit revisions, nor shall either party impede, directly or indirectly, any work performed pursuant to the permit issued by the County or the opening of the N.W. 170th Street Bridge to be used for pedestrian and vehicular traffic.

The Parties agree that vehicular travel, in either direction over the N.W. 170 Street Bridge and on any road connected thereto, shall not be restricted in any manner to any motor vehicle used for transporting persons, any motor vehicle or apparatus used by first responders, any tow trucks, or any motor vehicle owned or operated by any governmental entity or owned or operated by the contractor of any governmental entity (collectively the “Unrestricted Vehicles”). The Parties further agree that, subject to FDOT’s approval or concurrence, as necessary, and subject to the preceding sentence, no tractor truck and single trailer, semi-trailer, or multi-trailer combination, with five axles or more, or dump trucks with three or more axles shall travel eastbound over the N.W. 170 Street Bridge. With the exclusion of the Unrestricted Vehicles, all other trucks designed for or used for the carriage of goods or property travelling eastbound over the N.W. 170 Street Bridge shall turn on N.W. 87 Avenue.

6. Opening, Improvements, Permitting, and Committee on N.W. 154th Street Bridge:

The Parties agree that the County shall process a Long Range Transportation Plan (“LRTP”) amendment through the Miami-Dade Transportation Planning Organization (the “TPO”) to approve, authorize and/or take any and all actions necessary to allow the N.W. 154th Street Bridge to be designed, improved, and opened to be used by first responders, pedestrians, electric golf carts, bicycles, and scooters only. The Parties acknowledge that the TPO is a separate legislative body and its approval of any LRTP amendment is at its own discretion. Once the TPO approves such amendment, the County at its sole cost and expense will proceed to design and construct the necessary improvements to the N.W. 154th Street Bridge and connecting roadways, subject to obtaining all necessary permits, including permits from the Florida Department of Transportation (“FDOT”). At the County’s sole cost and expense, a one-lane road and all necessary associated improvements shall be built to align with the existing bridge and road segments in Miami Lakes and Hialeah (the “Linear Roadway”) to allow for first responders and SOS gates to be installed on both sides for travel in either direction. The County shall operate and maintain the Linear Roadway.

- a. Subject to (i) the improvement of N.W. 97 Avenue for the purpose of connecting N.W. 97th Avenue to N.W. 186th Street either directly or indirectly such as through a park-and-ride facility generally in the area of N.W. 186th Street, improvements which shall be determined by Miami-Dade County, and (ii) the construction of an extension of N.W. 170 Street, from N.W. 97th Avenue to the Florida Turnpike, the Parties shall jointly create a committee (the “Traffic Study Committee”) as described in this Agreement for the purposes of studying the traffic demands of the

areas surrounding the N.W. 154th Street Bridge in order to make a recommendation to FDOT and TPO for possible LRTP amendment if the committee recommends the opening of the N.W. 154th Street Bridge to all vehicular and pedestrian traffic. The Traffic Study Committee shall be empaneled a year prior to the recommendation deadline. The Traffic Study Committee will provide its recommendation on the tenth (10) anniversary of the Effective Date of this Agreement and every five (5) years thereafter until the N.W. 154th Street Bridge is opened to all vehicular traffic. If the N.W. 97th Avenue and N.W. 170th Street improvements contemplated in this paragraph have not been completed by the initial ten (10) year recommendation deadline, then the requirement to complete the study and provide the written recommendation shall be deferred on a yearly basis until such improvements have been completed.

- i. The Traffic Study Committee shall be made up of nine (9) members appointed as follows: Four (4) members appointed by Miami Lakes, two (2) members appointed by Hialeah, two (2) members appointed by Miami-Dade and the ninth (9th) member appointed by unanimous affirmative votes of the committee comprised by the Parties' appointees, but if no unanimous affirmative vote is reached within 30 days of the eighth appointment to the committee, then the League of Cities shall appoint the ninth (9th) member. All appointments shall be made no later than one year prior to the initial ten (10) year recommendation deadline provide above. All committee members must be experienced professionals in the fields of traffic engineering or transportation planning. None of the members, at the time of appointment, may be elected officials. Any party may appoint an employee of the respective appointing party serving in an executive, director or management capacity within the respective appointing party's planning, engineering, or transportation division or department. The Traffic Study Committee shall by majority vote select a traffic engineer, or traffic engineering firm (the "Traffic Engineer") to study the traffic demands within Miami Lakes and Hialeah based upon traffic conditions in existence six months prior to the recommendation deadline and reasonable assumptions in the professional judgment of the Traffic Engineer solely for the purpose of aiding the Traffic Study Committee to decide on whether opening the N.W. 154th Street Bridge to all vehicular traffic materially benefits the traffic flow in both Miami Lakes and Hialeah. The Traffic Engineer will prepare the methodology of the traffic study that will take into account data collection, traffic forecasting, performance goals and submit to the Traffic Study Committee for review and approval prior to beginning the traffic study. The traffic study shall utilize the Southeast Florida Regional Planning Model (SERPM), which shall utilize numbers based on the preloaded information of zoning, roads, volumes, etc., in order to understand the impacts to then existing level of service with and without the opening of the N.W. 154th

Street Bridge. The Traffic Engineer shall provide to the Traffic Study Committee a 20 year or fiscal year 2042/2043 forecast of traffic assuming the N.W. 154th Street Bridge opening without any additional improvements, and a 20 year or fiscal year 2042/2043 forecast with traffic improvements of traffic assuming the N.W. 154th Street Bridge opening with traffic improvements.

- ii. If the committee, by majority vote, finds opening N.W. 154th Street Bridge materially benefits the traffic flow in both Miami Lakes and Hialeah, then it shall forward its recommendation to FDOT and TPO for possible LRTP amendment. Miami Lakes and Hialeah shall fully cooperate with any potential future opening of the N.W. 154 Street Bridge. Neither Miami Lakes nor Hialeah shall raise any objections to the improvement of the bridge or roadways and shall not impede, directly or indirectly, the opening of the N.W. 154th Street Bridge to be used unimpeded for vehicular and pedestrian traffic. If the Traffic Study Committee shall vote against the opening of N.W. 154th Street Bridge, the opening shall be reconsidered using the same ad hoc committee process as referenced above at every five-year interval until the N.W. 154th Street Bridge is open or the Parties agree otherwise by formal execution of a written amendment to this Agreement. The Parties shall bear the cost of the Traffic Study Committee proceedings and the Traffic Engineer equally, except that each Party shall be responsible for the costs of its own appointments.
- b. In the event that on-ramps are constructed and fully operational at N.W. 154th Street and Interstate-75, then the Parties agree that the Traffic Study Committee shall not be convened, or if it has convened the committee shall immediately be dissolved, and any requirements or obligations pertaining to Paragraphs 6a., 6a.(i), and 6a.(ii) of this Agreement, except for the funding obligations if any costs were incurred, are null and void. If FDOT, Miami-Dade County, and/or any other appropriate entity seeks to design and build on-ramps at or near N.W. 154th Street and Interstate-75, Miami Lakes and Hialeah shall fully cooperate with such project including the opening of the N.W. 154 Street Bridge. Neither Miami Lakes nor Hialeah shall raise any objections to, nor impede directly or indirectly, the construction of on-ramps nor of the opening of N.W. 154th Street Bridge to be used unimpeded for all vehicular and pedestrian traffic.
- c. In furtherance of the goal of there being a connection to Interstate-75 at N.W. 154th Street, the Parties will cooperate with any studies and without waiving any of its rights as a sovereign, will endeavor to obtain any approvals for the on-ramps onto Interstate 75, provided all appropriate legal and engineering requirements are met, and further will request that the Florida Department of Transportation, and all other

necessary local, state and federal agencies grant any necessary approvals for the connection to Interstate-75 at N.W. 154th Street.

- d. Miami Lakes and Hialeah agree that no park will be built on the N.W. 154th Street Bridge. Neither Miami Lakes nor Hialeah will object to the County's improvement of land adjacent to the N.W. 154 Street Bridge within its physical boundaries as a Green Trail. At the County's sole cost and expense, and subject to any necessary approvals or concurrence from FDOT, and at the time the County constructs the Linear Roadway, the unimproved areas at the approaches to and away from the edges of the N.W. 154th Street Bridge will be designed and built out in a passive fashion to allow for bicycle/ walking paths, shrubbery, and benches (the "Green Trail") so long as no improvements to the Green Trail impedes the proper alignment of the prospective road over the N.W. 154th Street Bridge connecting the roadway segments between Miami Lakes and Hialeah. Upon completion of the construction of the Green Trail, Miami Lakes shall be responsible for the maintenance of all portions of the Green Trail east of the eastern edge of the N.W. 154th Street Bridge. Upon completion of the construction of the Green Trail west of the western edge of the N.W. 154th Street Bridge, Hialeah shall be responsible for the maintenance of all such portions of the Green Trail. The Green Trail shall be designed considering the potential future use of the N.W. 154 Street Bridge for unlimited vehicular traffic. The County will consult with Hialeah and Miami Lakes on the design of the Green Trail, but the Parties acknowledge that the design of the Green Trail will be in the County's ultimate discretion. No improvement to land within Miami Lakes or Hialeah for the Green Trail purposes shall supersede or have priority over the future unimpeded vehicular use of N.W. 154 Street Bridge between Miami Lakes and Hialeah. The design and construction of the Green Trail shall be done simultaneously with the design and construction of the Linear Roadway. If the N.W. 154 Street Bridge is opened to vehicular traffic and any Green Trail improvement impedes the use of rights-of-way for vehicular traffic or otherwise, the County at its sole cost and expense shall remove or relocate, if possible, the improvements in conflict.

- e. Miami Lakes and Hialeah acknowledge that Miami-Dade County and not Miami Lakes nor Hialeah, will conduct and pay for the planning, design, and construction for the improvements to the N.W. 154th Street Bridge, the Green Trail, and any other necessary roadway improvements as contemplated in this Agreement. Additionally, Miami Lakes and Hialeah acknowledge that Miami-Dade County and FDOT, as necessary will issue all necessary permits and perform all necessary inspections for the construction of the improvements to the N.W. 154th Street Bridge, the Green Trail, and any other necessary roadway improvements as contemplated in this Agreement. Neither Miami Lakes nor Hialeah shall raise any objections to the issuance of the aforementioned permit, nor shall either party

impede, directly or indirectly, the opening of the N.W. 154 Street Bridge as contemplated in this Agreement.

7. This Agreement may only be amended or rescinded in the same manner in which it is to be approved: Initiated by an item proposed and voted upon by the Town Council of Miami Lakes, City Council of Hialeah, and the Board of County Commissioners for Miami-Dade.
8. Subject to FDOT transferring Parcel 5072 to Miami-Dade County, and subject to any necessary approvals, as part of the improvements to N.W. 154th Street Bridge and Green Trail, the County shall, at the Town's election, transfer the monument in memory of Jakey Duque from its current location to an appropriate location on Parcel 5072 depicted in the attached Exhibit A where such monument will not impede the safe flow of future pedestrian and vehicular traffic. If FDOT does not transfer Parcel 5072 to Miami-Dade County, the Parties will use reasonable efforts to maintain the monument in memory of Jakey Duque in its current location and to the extent it becomes necessary, Hialeah and Miami-Dade County agree to coordinate with Miami Lakes to relocate the monument to a location acceptable to Miami Lakes. In the event that the Jakey Duque monument is relocated, Miami-Dade shall maintain and upkeep the Jakey Duque monument. Notwithstanding any provision in this Agreement, Miami Lakes agrees that the monument's location or relocation is subordinate to the proposed vehicular use and necessary roadway improvements of the N.W. 154th Street Bridge as contemplated by this Agreement.
9. The Parties agree to amend their respective state and federal legislative packages to advocate for the construction and funding of on-ramps onto the Gratigny Expressway at N.W. 67 Avenue.
10. **JOINT PREPARATION:** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties from the other.
11. **SEVERANCE:** In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective.
12. **COUNTERPARTS; ELECTRONIC SIGNATURES:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto set their hands and official seals the day and year first above written.


ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

BY: 
5-20-2022
Deputy Clerk



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

BY: 
County Mayor or County Mayor's Designee
Jimmy Morales, Chief Operations Officer

Approved by County Attorney
as to form and legal sufficiency:

Annery Pulgar Alfonso

Assistant County Attorney

ATTEST:

BY:  5/16/22
City Clerk

CITY OF HIALEAH, a municipal
corporation of the State of Florida

BY: 
Esteban Bovo, Mayor

(Affix City Seal)

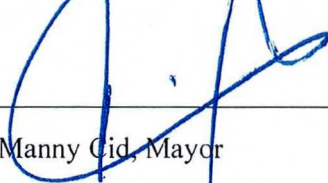
Approved by City Attorney
as to form and legal sufficiency:


City Attorney

ATTEST:

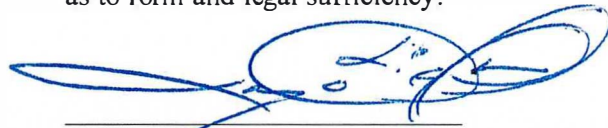
TOWN OF MIAMI-LAKES, a municipal
corporation of the State of Florida

BY: 
Town Clerk

BY: 
Manny Cid, Mayor

(Affix City Seal)

Approved by Town Attorney
as to form and legal sufficiency:



Rep. Town Attorney

