

RESOLUTION NO. 07-555

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF MIAMI LAKES AND THE CITY OF HIALEAH RESOLVING ISSUES RELATING TO THE CASE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS V. MIAMI-DADE COUNTY ET SEQ.; CASE NO. 06-2395GM PENDING IN THE STATE OF FLORIDA, DIVISION OF ADMINISTRATIVE HEARINGS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 19, 2006, Miami-Dade County Board of County Commissioners (the "Board") adopted Ordinance No. 06-43 (the "Ordinance"), which approved an application filed by Hialeah to amend the Miami-Dade County Comprehensive Development Master Plan ("CDMP");

WHEREAS, the Ordinance (i) extended the 2015 Urban Development Boundary adopted in the CDMP to encompass approximately 1140.8 gross acres located between NW 97 Avenue and the Homestead Extension of the Florida Turnpike and north of NW 154 Street (the "Property"); (ii) re-designated the Property from "Open Land" to "Industrial and Office" on the Future Land Use Map of the CDMP (the "FLUM"); (iii) added several roadway changes to the FLUM and the Traffic Circulation Subelement of the CDMP, and (iv) changed "Open Land Subareas" map and related text in the Land Use Element of the CDMP to exclude the Property;

WHEREAS, on June 22, 2006, the Florida Department of Community Affairs ("Department") issued a Statement of Intent ("SOI") and on June 23, 2006, the Department

published its Notice of Intent ("NOI"), each finding the Ordinance not "in-compliance" with the provisions of Chapter 163, Florida Statutes;

WHEREAS, on July 10, 2006, the Florida Department of Community Affairs filed its petition with the State of Florida Division of Administrative Hearing seeking the appointment of an administrative law judge to review the finding of not "in-compliance";

WHEREAS, on July 13, 2006, Miami Lakes sought to intervene in *Florida Department of Community Affairs v. Miami-Dade County*, Case No. 06-2395GM, and contemporaneously filed a Petition, supporting the finding of the Florida Department of Community Affairs that the Ordinance was not "in-compliance" (the "Petition");

WHEREAS, Miami-Dade County and Hialeah disputed the findings contained in the SOI and the allegations contained in the Petition;

WHEREAS, Miami-Dade County and the Florida Department of Community Affairs entered into a Compliance Agreement under Section 163.3184(16)(b), Florida Statutes, with respect to the Ordinance;

WHEREAS, the Florida Department of Community Affairs issued its cumulative Notice of Intent to find Remedial Amendment 06-116 (adopted by Miami-Dade County in accordance with the Compliance Agreement) "in-compliance" on October 16, 2006;

WHEREAS, on November 7, 2006, Miami Lakes amended the Petition to incorporate challenges to the Remedial Amendment 06-116 as related to the Property (the "Amended Petition"); and

WHEREAS, Miami Lakes and Hialeah have agreed not to provide east or westbound to either city on NW 154 Street to oppose an interchange for the I-75 highway at NW 154th Street;

and further to urge the Florida Department of Transportation to construct a sound barrier on both sides of I-75; and

WHEREAS, Miami Lakes and Hialeah have reached an agreement regarding the concerns and issues of Miami Lakes raised in the Petition and the Amended Petition.

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

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

Section 2. **Approval of Agreement.** The Interlocal Agreement between the Town of Miami Lakes and the City of Hialeah, attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. **Execution of Agreement.** The Mayor is authorized to execute the Agreement on behalf of the Town.

Section 4. **Authorization of Town Officials.** The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Agreement and to execute any other documents necessary to implement the Agreement.

Section 5. **Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 6. **Effective Date.** This Resolution shall be effective immediately upon adoption.

Motion to adopt by Michael Pizzi, second by Roberto Alonso.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton yes
Vice Mayor Mary Collins yes
Councilmember Roberto Alonso yes
Councilmember Robert Meador yes
Councilmember Michael Pizzi yes
Councilmember Richard Pulido yes
Councilmember Nancy Simon yes

PASSED AND ADOPTED this 10th day of July 2007.

ATTEST:

Debra Eastman
Debra Eastman, MMC
TOWN CLERK

Wayne Slaton
Wayne Slaton
MAYOR

Approved as to form and legal sufficiency
for use only by the Town of Miami Lakes:

Nancy Fyfe
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
TOWN ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN
THE TOWN OF MIAMI LAKES AND
CITY OF HIALEAH**

THIS INTERLOCAL AGREEMENT (the "Agreement") between THE TOWN OF MIAMI LAKES, a municipal corporation of the State of Florida ("Miami Lakes") and THE CITY OF HIALEAH, a municipal corporation of the State of Florida (the "Hialeah"), is entered into this ____ day of _____, 2007.

RECITALS

WHEREAS, on April 19, 2006, Miami-Dade County Board of County Commissioners (the "Board") adopted Ordinance No. 06-43 (the "Ordinance"), which approved an application filed by Hialeah to amend the Miami-Dade County Comprehensive Development Master Plan ("CDMP");

WHEREAS, the Ordinance (i) extended the 2015 Urban Development Boundary adopted in the CDMP to encompass approximately 1140.8 gross acres located between NW 97 Avenue and the Homestead Extension of the Florida Turnpike and north of NW 154 Street (the "Property"); (ii) re-designated the Property from "Open Land" to "Industrial and Office" on the Future Land Use Map of the CDMP (the "FLUM"); (iii) added several roadway changes to the FLUM and the Traffic Circulation Subelement of the CDMP, and (iv) changed "Open Land Subareas" map and related text in the Land Use Element of the CDMP to exclude the Property;

WHEREAS, on June 22, 2006, the Florida Department of Community Affairs ("Department") issued a Statement of Intent ("SOI") and on June 23, 2006, the Department published its Notice of Intent ("NOI"), each finding the Ordinance not "in-compliance" with the provisions of Chapter 163, Florida Statutes;

WHEREAS, on July 10, 2006, the Florida Department of Community Affairs filed its petition with the State of Florida Division of Administrative Hearing seeking the appointment of an administrative law judge to review the finding of not "in-compliance";

WHEREAS, on July 13, 2006, Miami Lakes sought to intervene in *Florida Department of Community Affairs v. Miami-Dade County*, Case No. 06-2395GM, and contemporaneously filed a Petition, supporting the finding of the Florida Department of Community Affairs that the Ordinance was not "in-compliance" (the "Petition");

WHEREAS, Miami-Dade County and Hialeah disputed the findings contained in the SOI and the allegations contained in the Petition;

WHEREAS, Miami-Dade County and the Florida Department of Community Affairs entered into a Compliance Agreement under Section 163.3184(16)(b), Florida Statutes, with respect to the Ordinance;

WHEREAS, the Florida Department of Community Affairs issued its cumulative Notice of Intent to find Remedial Amendment 06-116 (adopted by Miami-Dade County in accordance with the Compliance Agreement) "in-compliance" on October 16, 2006;

WHEREAS, on November 7, 2006, Miami Lakes amended the Petition to incorporate challenges to the Remedial Amendment 06-116 as related to the Property (the "Amended Petition"); and

WHEREAS, Miami Lakes and Hialeah have reached an agreement regarding the concerns and issues of Miami Lakes raised in the Petition and the Amended Petition.

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, MIAMI LAKES AND HIALEAH AGREE AS FOLLOWS:

TERMS

1. Adoption of Recitals. The above Recitals are true and correct and incorporated herein.

2. Traffic Coordination.

2.1 Interchange I-75. Miami Lakes and Hialeah hereby agree to cooperate with each other to address mutual traffic concerns and provide assurances to each other that each municipality will oppose any interchange connecting NW 154th Street to Interstate-75. The cooperation between the municipalities shall consist of the following:

2.1.1 Within 10 business days after the Effective Date, Miami Lakes and Hialeah shall sign and transmit correspondence to the Miami-Dade County Metropolitan Planning Organization requesting the removal of the proposed interchange at Interstate 75 and N.W. 154th Street from the "*Miami-Dade County Transportation Plan to the Year 2030*" (the "Plan"). A copy of the proposed letter is attached hereto as Exhibit "1".

2.1.2 Miami Lakes and Hialeah will cooperate and diligently pursue the removal of the interchange from the Plan, including but not limited to meeting with the Florida Department of Transportation and sending representatives to appear before the Metropolitan Planning Organization in support of such action.

2.2 Noise Abatement. Within 10 business days after the Effective Date, Miami Lakes and Hialeah shall sign and transmit correspondence to the Florida Department of Transportation requesting noise abatement walls adjacent to and on both sides of I-75 along the respective boundaries of each municipality. A copy of the proposed letter is attached hereto as Exhibit "2".

2.3 Northwest 154th Street.

2.3.1 During the term of this Agreement, Hialeah agrees that theoretical N.W. 154th Street on the immediate west side of I-75 shall not be accepted by Hialeah for use as a public roadway through a dedication, deed or any other legal instrument, nor shall it be designed, constructed or open as a public road in any capacity that would allow the traversal of vehicular traffic eastbound from Hialeah into Miami Lakes and Hialeah shall not take any actions that advocate, support, approve or permit, either directly or indirectly, the design, construction of or use of theoretical N.W. 154th Street on the immediate west side of I-75 as a public roadway for the traversal of vehicular traffic eastbound from Hialeah's jurisdiction into the Town until the Term expires.

2.3.2 During the term of this Agreement, Miami Lakes agrees that theoretical N.W. 154th Street on the immediate east side of I-75 shall not be accepted by Miami Lakes for use

as a public roadway through a dedication, deed or any other legal instrument, nor shall it be designed, constructed or open as a public road in any capacity that would allow the traversal of vehicular traffic westbound from Miami Lakes into Hialeah and Miami Lakes shall not take any actions that advocate, support, approve or permit, either directly or indirectly, the design, construction of or use of theoretical N.W. 154th Street on the immediate east side of I-75 as a public roadway for the traversal of vehicular traffic westbound from Miami Lakes jurisdiction into Hialeah until the Term expires.

3. Withdrawal of Petition. Within 5 days after the Effective Date, Miami Lakes shall file a motion with the State of Florida Division of Administrative Hearings seeking to dismiss with prejudice the Petition and the Amended Petition.

4. Effective Date. This Agreement shall be effective upon approval by each of the parties governing bodies and execution of the same by the last party.

5. Term.

5.1 The term of this Agreement shall commence on the Effective Date and shall continue and remain in effect unless otherwise mutually agreed to by the parties (the "Term").

6. Remedies/Enforcement. Should either party default on any of its obligations to the other party specified in Paragraph 2 of this Agreement, the non-defaulting party may avail itself of any legal or equitable remedies that may apply. Notwithstanding the preceding

sentence, the parties agree to submit to the procedures in Chapter 164, Florida Statutes, the "Florida Governmental Conflict Resolution Act," prior to initiating any litigation to enforce the terms and conditions of this Agreement."

7. Entire Agreement. Miami Lakes and Hialeah agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

8. Exhibits. The Exhibits referred to herein and attached to this Agreement are incorporated herein in full by this reference.

9. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by the law.

10. Assignment. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties, and any attempt to make such assignment shall be void.

11. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

12. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested,

addressed to the party for whom it is intended, at the place specified. For the present, the parties designate the following as the respective places for notice purposes:

If to the Town of Miami Lakes:

Town Manager Alex Rey
Town Hall
15700 N.W. 67th Avenue
Miami Lakes, Florida 33014

With a copy to:

Nina L. Boniske, Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134

If to the City of Hialeah:

Mayor Julio Robaina
City Hall
501 Palm Avenue, 4th Floor
Hialeah, Florida 33010

With a copy to:

William M. Grodnick, City Attorney
City Hall
501 Palm Avenue, 4th Floor
Hialeah, Florida 33010

13. Amendments. This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14. Filing. It is agreed that, within 5 business days following the Effective Date, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Miami-Dade County, as required by Section 163.01(11), Florida Statutes.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature below.

ATTEST:

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

By: _____
Debra Eastman, MMC
TOWN CLERK

By: _____
Wayne Slaton
MAYOR

Date: _____

Approved as to form and legality for the use
And benefit of the Town of Miami Lakes only:

By: _____
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
TOWN ATTORNEY

ATTEST:

THE CITY OF HIALEAH,
A municipal corporation of the State of Florida

By: _____
Rafael Granado, City Clerk

By: _____
Julio Robaina, City Mayor

Date: _____

Approved as to form and legality for the use
and benefit of the City of Hialeah only:

By: _____
William M. Grodnick
CITY ATTORNEY

July __, 2007

VIA EMAIL

Jose Luis Mesa, Director
Miami-Dade County
Metropolitan Planning Organization
111 N.W. First Street, 11th Floor
Miami, Florida 33131

Re: Interchange at I-75 and NW 154 Street – Removal from Long Range
Transportation Plan

Dear Mr. Mesa:

You may be aware that the City of Hialeah had applied for and obtained Miami-Dade County approval of an application to amend the County's Comprehensive Development Master Plan ("CDMP") to allow urbanization of a portion of the City of Hialeah that is located west of N.W. 97th Avenue, east of the Homestead Extension of the Florida Turnpike, north of N.W. 154th Street and south of N.W. 170th Street. In addition to the Hialeah lands, other land within the jurisdiction of the City of Hialeah Gardens and unincorporated Miami-Dade County were also included in the modified approval of this request. The City of Hialeah and the Town of Miami Lakes entered into an Interlocal Agreement resolving issues relating to the Hialeah-initiated plan amendment and accordingly, the Town of Miami Lakes withdraw its earlier objection. During the discussion surrounding the application, an inconsistency between the County's CDMP Future Land Use Map ("FLUM"), other CDMP Transportation Element Figures and the County's Long Range Transportation Plan (the "LRTP") was noted. Specifically, the LRTP provides for the construction of a new interchange at I-75 and N.W. 154 Street (the "Interchange") as a Priority II improvement in **Table 5. 2030 Cost Feasible Plan - Highway and Transit** from the *Miami-Dade Transportation Plan to the Year 2030* (Exhibit 1). However, the FLUM and other CDMP maps do not provide for that Interchange improvement.

The debate surrounding this inconsistency has led the City of Hialeah to understand that it is the desire of the City, the Miami-Dade County Board of County Commissioners and the Town Council of the Town of Miami Lakes to remove that planned Interchange from the *Miami-Dade Transportation Plan*. We should note that our discussions further included the participation of representatives of the Florida Department of Transportation, the South Florida Regional Planning Council and the State Department of Community Affairs, and these agency representatives also expressed no objection to the removal of the Interchange from the LRTP.

Therefore, please consider this letter the formal request of the City of Hialeah and the Town of Miami Lakes to commence the process necessary to remove the Interchange from the LRTP as

Mr. Jose Mesa

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unnecessary at this time and in order to ensure consistency with the County's CDMP. This is further provided in order to facilitate settlement of the pending administrative hearing. The City of Hialeah and the Town of Miami Lakes strongly support the elimination of this planned Interchange.

Thank you for your attention to this request. We are providing copies of this request to the others who participated in our discussions during and after the Application review process in order to ensure their support of this request. Please do not hesitate to call me with any questions.

Sincerely,

Julio Robaina, Mayor
City of Hialeah

Wayne Slaton, Mayor
Town of Miami Lakes

cc: Carlos Roa, Transportation Systems Manager
Mr. George Burgess, Miami-Dade County Manager
Mr. Mark Woerner, Chief Metropolitan Planning
Mr. Paul Darst, Department of Community Affairs
Ms. Alice Bravo, Florida Department of Transportation
William Grodnick, City Attorney
Ms. Debora Storch, Planning and Zoning Official

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July __, 2007

Mr. John Martinez, Secretary
FDOT District 6
Executive Office
1000 NW 111 Avenue
Miami, Florida 33172

Re: Installation of Noise Abatement Walls – East Side of Interstate 75 ("I-75") at
Town of Miami Lakes

Dear Mr. Martinez:

As you are aware, the City of Hialeah (the "City" or "Hialeah") recently applied for and Miami-Dade County approved a request to amend the County's Comprehensive Development Master Plan to allow urban uses within a portion of the City located west of I-75, east of the Homestead Extension of the Florida Turnpike, south of N.W. 170th Street and north of N.W. 154th Street. The Department of Transportation (the "Department") was very involved in the application process and you are likely aware of the numerous commitments that the City and others have made in order to address the issues that were raised. At this point, the Department of Community Affairs has published a notice of intent to find the application "in compliance" with the State Comprehensive Plan. The Town of Miami Lakes (the "Town" or "Miami Lakes") and the City have entered into an Interlocal Agreement involving issues related to the Hialeah-initiated plan amendment and has withdrawn its earlier objection to the application.

During our discussions with the Town, an unrelated matter has been brought to the City's attention, involving noise abatement walls. The City of Hialeah and the Town of Miami Lakes hereby make this formal request that the Department install noise abatement walls along the east side of I-75 in order to minimize the impacts of highway noise upon Miami-Lakes' and Hialeah's residents. We urge that you commence the appropriate administrative efforts to install such noise abatement walls along I-75 on both sides.

Thank you for your attention to this matter. Please do not hesitate to call if you have any questions.

Sincerely,

Julio Robaina
Mayor
City of Hialeah

Wayne Slaton
Mayor
Town of Miami Lakes

cc: Ms. Alice Bravo
Mr. Phil Steinmiller