



## **CITY OF MIAMI SPRINGS, FLORIDA**

**Mayor Maria Puente Mitchell**

**Vice Mayor Victor Vazquez, Ph. D.  
Councilwoman Jacky Bravo**

**Councilman Bob Best  
Councilman Walter Fajet, Ph. D.**

*Decorum: "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."*

### **CITY COUNCIL SPECIAL MEETING AGENDA**

**Thursday, October 13, 2022 – 6:00 p.m.**

**City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida  
(In-person and virtually. See pages 3-4 for additional information)**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilman Walter Fajet  
**Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Public Comments**
- 4. Resolution –** A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Interlocal Agreement With Miami-Dade County Relating To The Annexation Of Unincorporated Property Contiguous To The City Of Miami Springs As Further Described In Exhibit "A" Attached Hereto And Incorporated Herein; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date
- 5. Adjourn**



## CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:  
**Thursday, October 13, 2022 at 6:00 p.m. at  
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida  
(Physical Meeting Location)**

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

### ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The City highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.

### WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNngUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

### CALL IN TO THE PUBLIC MEETING

**Dial 305-805-5151 or 305-805-5152**

*(Alternatively, you may also dial the phone numbers below to join the meeting:  
1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782,  
1 (346) 248 7799) then input the Meeting ID: 863-9512-4146, followed by #.  
There is no participant ID. Press # again.*

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov)

### PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

**EMAILED COMMENTS:** Members of the public may email their public comments to the City in advance of the meeting. Please email the City at [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov) by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

**IN-PERSON COMMENTS:** Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

**VIRTUAL COMMENTS:** *Public comments will also be accepted during the meeting using the virtual meeting platform as follows:*

**By telephone:** To ask to speak during the meeting, call in to the meeting using the instructions above. Please press \*9 from your telephone and you will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the meeting, when your name or the last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.  
Your cooperation is appreciated in observing the time limit.

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.

#### **PUBLIC RECORDS**

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

#### **NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES**

**IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.**

#### **AMERICANS WITH DISABILITIES ACT**

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

#### **LOBBYING ACTIVITIES**

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

**Have questions or need additional information?**

**Write:** [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov)

**Call:** 305-805-5006

**Mail:** 201 Westward Drive, Miami Springs, FL 33166

**RESOLUTION NO. 2022-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO THE ANNEXATION OF UNINCORPORATED PROPERTY CONTIGUOUS TO THE CITY OF MIAMI SPRINGS AS FURTHER DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on August 9, 2017, the City of Miami Springs (the "City") submitted a boundary change application to Miami-Dade County ("County"); and

**WHEREAS**, Section 6.04 of the County's Home Rule Charter authorizes the County Board of County Commissioners ("BCC") to approve changes to municipal boundaries; and

**WHEREAS**, on July 7, 2022, the BCC adopted Resolution No. R-605-22, directing the County Attorney to prepare an ordinance and interlocal agreement that effectuates the annexation of certain property; and

**WHEREAS**, the City desires to approve the interlocal agreement (the "Agreement") with the County relating to the annexation of the Property in substantially the form attached hereto as Exhibit "A"; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** That the City Council approves the Agreement with the County in substantially the form attached hereto as Exhibit "A."

**Section 3. Authorization.** The City Council hereby authorizes the City Manager to further negotiate and execute any revisions or amendments to the Agreement relating to the proposed mitigation payments under Section D of the Agreement. The City

Manager is further authorized to negotiate and execute any required or related agreements, amendments, or documents which are necessary to implement the purposes of this Resolution and the Agreement. Execution of the Agreement, including any revisions or amendments to the Agreement, and any required or related agreements, amendments, or documents shall only be executed by the City Manager upon approval by the City Attorney as to form, content, and legal sufficiency.

**Section 4. Implementation.** That the City Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution and the Agreement.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Vice Mayor Dr. Victor Vazquez	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 13<sup>th</sup> day of October, 2022.

ATTEST: \_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY

**Interlocal Agreement**  
**Miami Springs Annexation**

This Interlocal Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Miami-Dade County, Florida ("County") and the City of Miami Springs ("City"), a Florida municipal corporation and shall become effective and enforceable on the Effective Date (as such term in defined below).

**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 currently part of the Unincorporated Municipal Service Area (UMSA), as described in the accompanying ordinance, and as outlined in the attached map and which is more particularly described in Exhibit A attached hereto and made a part hereof, (the "Annexed Property"), and in the event of any inconsistency between the boundaries of the annexation area as described in Exhibit A and the legal description in the ordinance, the boundaries of the annexation area as described by the legal description in the accompanying ordinance shall prevail; and

**WHEREAS**, the City recognizes that the Annexed Property contributes more revenues to the UMSA budget than is required in expenditures to serve the area and thus this area is considered a "donor" area; and

**WHEREAS**, the City recognizes that the loss of this "donor" area from the rest of UMSA would create a net loss to the UMSA budget and may create the need to raise taxes or reduce services in the UMSA area, or may have other negative impacts on the UMSA area; and

**WHEREAS**, the City recognizes that the budget for the Miami-Dade Police Department is a significant part of the UMSA budget and that a reduction in available revenues could impact the level of police service for the region; and

**WHEREAS**, the City recognizes the importance of maintaining a large police force at a regional level and that maintaining a large police force will benefit the residents of the City; and

**WHEREAS**, the City hereby represents to the County that it affirms and agrees with the terms of this Agreement, including but not limited to, the requirements that the City make certain payments to the County related to stormwater debt service and mitigation, and the City's obligations related to solid waste collection and disposal, the Miami-Dade Fire Rescue District, and the Miami Dade Library District, and the City further represents that it desires to, and will remain in the Miami-Dade Fire Rescue District and the Miami-Dade Library District, in perpetuity; and

**WHEREAS**, these representations by the City are made in conjunction with, and as part of the consideration of, the City's annexation application for the Annexed Property; and

**WHEREAS**, all of these representations by the City are material to the County's consideration of the City's annexation application, and the County has relied upon these representations in exercising its discretion to permit the annexation of the Annexed Property; and

**WHEREAS**, to memorialize those representations and to provide for points of compromise and other matters, the County and the City wish to enter into this Agreement; and

**WHEREAS**, pursuant to this Agreement, the City will assume certain municipal-type services once the annexation has been approved, together with certain functions, responsibilities, and obligations, and the County will retain certain services, functions, responsibilities, rights, and obligations, as set forth herein,

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

- A. The above recitals are incorporated as if fully set forth herein.**
- B. Utility Taxes.**

Pursuant to current applicable law and Chapter 20 of the Code of Miami-Dade County, Florida (“County Code”), the County shall continue to receive and retain the utility tax revenues generated from the Annexed Property in perpetuity.

**C. Stormwater Utility Bond Debt Service.**

The City agrees to pay the County the remaining stormwater utility debt service payments for the Annexed Property calculated at \$153,276.47 per year through the end of year calendar 2029, pursuant to Section 20-8.5 of the County Code. The City will begin the annual debt service payment immediately upon approval of the annexation. The City agrees to make such payments on or before March 1<sup>st</sup> of each year.

**D. Mitigation Payments.**

The entire annexation area is a Commercial Business Industrial (CBI) area, and Section 20-28 of the Code of Miami-Dade County requires all municipalities annexing a Commercial Business Industrial (CBI) area to mitigate 100% of the net excess of revenues minus expenses for the CBI annexation area. The City agrees to pay seven mitigation payments to the County of \$458,839 annually for a period of seven years to the County’s Municipal Services Trust Fund (MSTF), and the annual payment due shall be adjusted for inflation based on the Consumer Price index for the Miami-Ft. Lauderdale-West Palm area for the previous calendar year. The payment obligations to the County will be made from the City’s non-ad valorem revenues. The City agrees to make seven such annual mitigation payments on or before April 1<sup>st</sup> of each year, beginning in the year 2024, for a period of seven years. If payment is not received in full by April 1<sup>st</sup>, the City shall pay an amount equal to 5 percent of the amount of the mitigation payment outstanding as a penalty, and the City shall pay interest on the amount of unpaid mitigation equal to 1 percent for each month the payment is outstanding.



The City agrees that its contributions to the MSTF will be used to maintain police services in the unincorporated areas of Miami-Dade County, including those proximate to the City, recognizing that crime does not respect political boundaries and that the provision of police services to the neighboring UMSA communities directly benefits the City and City residents.

**E. Stormwater Management.**

The City shall execute or modify a cost-share Interlocal Agreement with the County for canal and/or drainage system maintenance activities to cover expenditure cost-share for the Annexed Property, and the City agrees to reimburse the County for canal and drainage system maintenance activities which relate to the City. All canal right-of-way, easement, reservation, and similar interests owned or otherwise controlled by Miami-Dade County shall remain with the County and are not being conveyed to the City, and nothing in this Agreement shall be interpreted or deemed to convey to the City any canal right-of-way, easement, reservation, or similar interests owned by Miami-Dade County.

**F. Solid Waste Collection and Disposal.**

Pursuant to Section 20-8.4 of the Code of Miami-Dade County, the County shall forever continue to collect and dispose of all residential waste within the Annexed Property in the same manner as though such Annexed Property remained part of the unincorporated areas of the County, unless the authority to collect such waste is delegated by the County to the governing body of the City through a 20-year interlocal agreement that provides for the collection services, and a 20-year interlocal agreement that provides for disposal services in substantially the form approved by Resolution No. R-1198-95, as amended by Resolution No. R-167-13.

Nothing in this Agreement shall be interpreted or deemed to require the County to delegate to the City the authority to collect or dispose of such waste.

In the event that the County delegates the authority to collect and dispose of such waste and the City contracts with a private waste hauler to collect residential waste within the Annexed Property, the private hauler will be obligated to comply with all obligations of such 20-year interlocal agreements, including, but not limited to, the requirements to deliver residential waste to the County's solid waste system facilities and pay the Disposal Facility Fee to the County in accordance with Section 15-25.2 of the Code of Miami-Dade County, and the City shall include these requirements in its contract with its private waste hauler.

**G. Transfer of Certain Public Roads.**

1. Certain public roads that are currently maintained by and under the jurisdiction of the County are within the Annexed Property (hereinafter referred to as "Road Segments" except that the Exempt Roads (as such term is defined below) shall not be included in the definition of "Road Segments") and, pursuant to Section 335.0415, Florida Statutes, jurisdiction and responsibility for public roads may be transferred by mutual agreement of the County and the City. In addition, Section 337.29(3), Florida Statutes, provides that title to roads transferred pursuant to Section 335.0415, Florida Statutes, shall be in the government entity to which such roads have been transferred upon the recording of a deed or right-of-way map in the public records.
2. In accordance with paragraph 1 of this section G above, upon the Effective Date, the County shall transfer the jurisdiction, ownership, and control of the Road Segments to the City; provided, however, that the County is not

transferring, and shall retain: (a) ownership of, control of and traffic engineering functions for the Exempt Roads (as such term is defined below) and such Exempt Roads shall not be included in the definition of "Road Segments"; and (b) all traffic engineering functions for all of the Road Segments and other matters referenced herein Section G. The City agrees to accept ownership, jurisdiction and control of the Road Segments to the City in accordance with the terms and conditions set forth herein. The City shall have no ownership, jurisdiction or control of the Exempt Roads. In addition to all traffic engineering functions and other matters referenced herein in Section G, the County will retain ownership, jurisdiction, and control of the following roads (which are hereafter referred to as the "Exempt Roads") as listed below:

NW 58th Street from SR 826 East ramps to East of NW 72nd Avenue; and NW South River Drive from SR 934 to 300' NW of Crane Avenue (Miami Springs City limits).

3. The right and responsibility of all traffic engineering matters to regulate traffic and determine appropriate measures and install, maintain, modify or remove traffic control devices such as traffic signals, signs, and pavement markings, roundabouts or other traffic-calming devices within the Annexed Property, including but not limited to the Road Segments, remains with the County. In addition, the County shall retain control over all road closures. Nothing herein diminishes the County's jurisdiction over all traffic engineering matters within the County, including within municipalities, except for State road rights-of-way. The County has the authority to set the hours and days that construction by any County department or agency shall take place in, or on, any public street, with prior written notice to the City. The rights and responsibility to issue permits or collect fees for

construction, including utility work, within the public rights-of-way of all Road Segments are expressly transferred to the City by this Agreement, except those associated with traffic engineering. The City agrees that it shall not levy any fee or require a permit from any County department, agency or instrumentality for work within, beneath, or upon the Road Segments. The City agrees to accept all legal rights, responsibilities and obligations with respect to the Road Segments, including, but not limited to, the operation, maintenance, planning, design, and construction of the Road Segments except for the traffic engineering.

4. As limited by Section 768.28, Florida Statutes the County shall remain responsible for any tort liability for any actions arising out of the County's operation and maintenance of the Road Segments prior to and up to the effective date of the transfer of such roadways. Following the effective date of the transfer of such roadways, the City shall be responsible and, as between the County and the City, shall have tort liability for the Road Segments, including all operations and maintenance thereof. Except as otherwise provided herein, the City and the County agree that this Agreement contains no indemnification or hold harmless agreement or provisions concerning any claims, demands, damages and causes of action that may be brought against either party by third parties relating to the Road Segments. The City and the County shall each individually defend any action or proceedings brought against their respective agencies by third parties relating to the Road Segments and shall be individually responsible for all of their respective costs, attorney's fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense

thereof, and from and against any orders, judgments or decrees that may be entered as a result thereof.

5. If requested by the City, the County shall provide the City with the County's available Engineering Division's Section Maps, which generally depict the rights-of-way, inclusive of the Road Segments.
6. Upon the Effective Date, the County Mayor and City Mayor or their respective designees shall determine a mutually agreeable date for the recordation and transfer of the Road Segments after the Effective Date.
7. If requested by the City, the County shall provide the City with a list of completed roadway/sidewalk/stripping projects for the Road Segments and, if requested by the City, access to any plans, specifications, drawings, and permits for such projects within the possession of the County's Department of Transportation and Public Works.

**H. Notice.**

Whenever one of the parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following for the purpose of giving notice:

**For the COUNTY:**

County Mayor  
Mayor's Office  
Stephen P. Clark Center  
111 N.W. 1<sup>st</sup> Street, Suite 2910  
Miami, Florida 33128  
Telephone: (305) 375-5311

Facsimile: (305) 375-4658

With a Copy to:

OMB Director  
Office of Management & Budget  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, 22<sup>nd</sup> Floor  
Miami, Florida 33128  
Telephone: 305-375-5143  
Facsimile: 305-375-5168

**For the City:**

City Mayor  
201 Westward Drive  
Miami Springs, FL 33166  
Telephone: (305) 805-5006

**I. Areas and Facilities of Countywide Significance**

Section 20-8.6 of the Code of Miami-Dade County governs Areas and Facilities of Countywide Significance. The Annexed Property includes Areas or Facilities of Countywide Significance that have been designated as such by the Board of County Commissioners pursuant to Chapter 20 of the Code of Miami-Dade County. As such, the County shall retain regulatory jurisdiction, as provided in section 20-8.6 of the Code of Miami-Dade County, over the following areas/facilities within the Annexed Property.

- 1. The areas shown on the map attached as Exhibit B as Areas or Facilities of Countywide Significance; and
- 2. The properties listed below:
  - a. Turner Guilford Knight Correctional Center (7000 NW 41st Street);
  - b. Miami-Dade Water and Sewer Department (WASD) storage yard (7301 NW 70<sup>th</sup> Street);
  - c. WASD Medley Hydrant Shop and office (7300 NW 74<sup>th</sup> Street);
  - d. WASD pump stations 0195, 0182, 0194, 0197, 0192, and 0193;

and

- e. Miami-Dade Transit William Lehman Operations and Maintenance Center (6601 NW 72<sup>nd</sup> Avenue) (currently identified by folio numbers 30-3014-031-0010 and 30-3014-031-0020).

Such regulatory jurisdiction to be retained by the County over the above-referenced areas/facilities includes, but is not limited to, jurisdiction over building permits, zoning, comprehensive development master plan, and platting.

**J. Impact Fees.**

This interlocal agreement, in of itself, does not prohibit the City from charging City impact fees, to the extent permissible by law, provided that any such City impact fees are not duplicative of impact fees charged by the County, as such County fees may be amended from time to time.

**K. Department of Regulatory and Economic Resources.**

The following provisions shall apply with respect to building permits and related matters within the Annexed Property, except, however, this Section K shall not apply with respect to those properties over which the County is retaining regulatory jurisdiction.

1. Permitting

The Miami-Dade Department of Regulatory and Economic Resources, hereinafter “RER”, shall process and issue building permits for all applications received prior to the effective date of the annexation, for new construction, alterations, repairs or demolitions on real property within the boundaries of the Annexed Property. RER shall process and issue all subsidiary building permits associated with a master permit issued or applied for prior to the effective date of the annexation as provided for above to ensure completion of a project. For the purpose of this Agreement, a master permit is defined as the primary building permit issued by the Building

Official which enables the permit holder to commence construction, alteration, repair, installation or demolition work. A subsidiary permit is any ancillary permit required under the Building Code to complete a project commenced under a master building permit as determined by the Building Official. A subsidiary permit may be in the same or a different trade as the master permit. RER's services contemplated by this paragraph shall include the performance of all required inspections, plan reviews, and the issuance of the applicable Certificate of Occupancy and/or Certificate of Completion.

2. Permit Records and Reports.

- a. Within sixty (60) days after the Effective Date, RER shall deliver to the City a written report listing each active master building permit and subsidiary building permit issued within the boundaries the Annexed Property. This report shall include the address of the property, the permit numbers, description of permit type, and the dates the permits were issued and the last inspection date and type for the open permits. This report shall be updated monthly until all of the open permits are finalized.
- b. RER shall maintain all other records related to Construction Permitting and Building Code Division services performed by RER within the Annexation Area boundaries in accordance with its current practice for the unincorporated area as required by law. Copies of such records may be obtained from RER upon request of the City at the cost specified for the reproduction of documents contained in the RER's fee schedule.

3. Compensation

RER shall retain all building permit fees, penalties, and other fees and charges collected by RER for any application filed, or permits issued, prior to the City assuming building services. RER shall retain all building permit fees for any



required subsidiary permits issued by the RER pursuant to the provisions of the initial paragraph of this section, regardless of the date of issue.

#### 4. Expired Permits

RER shall provide a report, within sixty (60) days of the Effective Date, to the City listing any building permit for work within the boundaries of the Annexed Property that expired prior to the City's assumption of building services. The list shall include the permit number, job address, description of permit type and last inspection date and type. Each month thereafter within 15 days after the end of each month, RER will provide the City with an updated report listing any building permits that expired within the previous calendar month until such time as all permits within the Annexed Property are finalized. Copies of any available permit application, plans, files or other documents related to an expired building permit may be obtained from RER upon written request of the City at the cost specified for the reproduction of documents contained in RER's fee schedule. After the Effective Date, the City shall be responsible for enforcement actions relating to any expired building permit reported to the City by the Construction Permitting and Building Code Division. It is in the complete and sole discretion of the City to engage in any enforcement action relating to any such expired permit.

For permits issued under the South Florida Building Code, an expired permit is any permit issued by the Construction Permitting and Building Code Division which lacks a final inspection approval from the Building Department and/or lacks compliance with the laws, rules or regulations of any other County, State or Federal regulatory authority having jurisdiction and has not had an inspection within 180 days of the date of issuance or from the date of the last inspection under the permit. For permits issued under the Florida Building Code, an expired permit is any building permit issued by the Construction Permitting and Building Code

Division which lacks a final inspection approval from the Construction Permitting and Building Code Division and/or lacks compliance with the laws, rules or regulations of any other County, State or Federal regulatory authority having jurisdiction which has not had an approved inspection within 180 days of the date of the issuance of the permit or within 180 days of the date of the last approved inspection made by RER. Regulatory authorities having jurisdiction include, but are not limited to, the following: Miami-Dade Fire Rescue, Miami-Dade Department of Regulatory and Economic Resources, Miami-Dade Public Works and Solid Waste Department, Miami-Dade Water and Sewer Department, Florida Department of Health and Rehabilitative Services, United States Army Corps of Engineers, State Fire Marshal, Miami-Dade County Public Schools and Miami-Dade Transit.

5. RER Authority/Responsibility

RER, in its performance of the services set forth in this Agreement, is authorized and designated to continue to act on behalf of the City as the City's Building Official in accordance with any applicable building codes and Chapter 468, Florida Statutes until the City assumes responsibility on the Effective Date. The City will assume responsibility for processing any permit applications submitted on or after the Effective Date, with the exception of certain subsidiary permits, as discussed in paragraph 1 of this section K, performing inspections on any permits issued by the City and proceeding with enforcement on expired permits and all cases transferred by the County in accordance with the terms of this Agreement. Under this Agreement, as of the Effective Date, with respect to building permits, the County will only retain authority to process applications and issue permits submitted prior to the municipal service assumption date or the date agreed to transfer services and subsidiary permits tied to master permits issued by the

County, and perform all inspections for the master and subsidiary permits issued by the County until the issuance of the Certificate of Completion, Certificate of Occupancy, or expiration of the permit.

6. Enforcement

Until the Effective Date, RER shall continue, either directly or through contractors, with any Building Code enforcement case initiated as a result of the receipt of a complaint or opening of a case file prior to the annexation approval date. Such cases include code enforcement for building permit violations, unsafe structures, and working without permits. As of the Effective Date, RER shall close all active enforcement cases and provide the City with a list of the closed cases. RER shall be entitled to retain all fines, fees, costs and penalties resulting from the investigation and pursuit of any enforcement action initiated under this section above for the cases closed by RER. This includes the payment of any lien filed or amount paid in satisfaction of a court judgment. In the event a Building Code enforcement case is turned over to the City for completion of any enforcement action, RER shall be entitled to collect any fines, fees, or penalties owed to RER as of the date the case is turned over to the City. The City shall negotiate on a case by case basis with RER on any share that it may be entitled to. In addition, RER shall be entitled to collect all enforcement fees and costs accrued in the matter of any unsafe structures enforcement case that is closed by RER after the Effective Date. If the unsafe structures enforcement case is turned over to the City, then RER shall only be entitled to recover those fees and costs which have accrued up to the date the case is transferred to the City.

Notwithstanding the transition of powers and duties provided for in this Agreement, the Building Official for Miami-Dade County and for the City may opt to enter into a separate agreement for the County's completion of specified enforcement cases

that may have been commenced by the County and are near completion, all in the interest of efficiency, cost savings and protecting the public safety. Until the execution of such agreement, all enforcement authority and responsibility shall remain with the City. Such agreement shall contain a specific identification of cases to be completed by the County, shall provide for the allocation of fees and costs relating to those cases, and shall be executed by the County Mayor or the County Mayor's designee and the City Mayor or his designee not later than sixty (60) days following the Effective Date.

**L. Restrictive Covenants.**

Pursuant to Section 20-8.8 of the County Code, Miami-Dade County shall retain jurisdiction over the modification or deletion of declarations of restrictive covenants accepted by either the Board of County Commissioners or a Miami-Dade County Community Zoning Appeals Board in connection with a Comprehensive Development Master Plan application or zoning application, regardless of whether such declaration provides for modification or deletion by a successor governmental body.

It is provided, however, that the Board of County Commissioners may not exercise such jurisdiction unless the City of Miami Springs has first approved the modification or deletion. This provision, however, shall not apply to those properties over which the County is retaining regulatory jurisdiction.

**M. Airport Zoning.**

A portion of the Annexed Property is located within the Critical Approach Zone (CAZ) and the airspace review area for Miami International Airport, as defined and depicted in article XXXVII of chapter 33 of the Code of Miami-Dade County. Properties located within such areas are subject to certain height, noise, and land use restrictions

and prohibitions, including a prohibition on educational facilities. These airport zoning regulations apply in both the unincorporated and incorporated areas of the County. For those areas of the Annexed Property over which the County is retaining regulatory jurisdiction, the City shall have no regulatory jurisdiction over said areas, and the County shall continue to apply and enforce such airport zoning regulations as if the Annexed Property remained part of the unincorporated area.

To the extent that any portion of the Annexed Property that is subject to the County's airport zoning regulations is not within the areas over which the County is retaining regulatory jurisdiction, then the City shall comply with all provisions in article XXXVII of chapter 33, as may be amended from time to time, including, but not limited to, the requirements and procedures governing the review of applications for development permits. For illustrative purposes only, a map attached to this Agreement as Exhibit C depicts the CAZ and airspace review area within the Annexed Property. The figures and maps referenced in article XXXVII of chapter 33, as may be amended from time to time, establish the boundaries of the land use compatibility restriction zones, noise compatibility restriction zones, airport height restriction areas, and other zones and sub-zones applicable to the airport. As provided in section 33-330 of the Code of Miami-Dade County, full-scale copies of the applicable figures and maps are on file with the Miami-Dade County Aviation Department (MDAD) and shall be applicable to, and controlling of, zoning for such zones and sub-zones.

**N. Fire Rescue District.**

The Annexed Property shall remain within the Miami-Dade Fire Rescue District in perpetuity.

**O. Library District.**

The Annexed Property shall remain within the Miami-Dade County Library District in perpetuity.

**P. Public Safety.**

Jurisdiction for police service in the Annexed Property, including all legal rights, responsibilities, and obligations consistent with the City's municipal policing, is hereby assumed by the City's Police Department commencing on the Effective Date.

**Q. Split parcels; City's obligation to provide surveys.**

The Annexed Property may include parcels of property ("split parcels") which are currently partially within the boundaries of the Annexed Property and partially within the boundaries of what will remain unincorporated area, and surveys are needed to determine the legal descriptions of the portions within the Annexed Property and of the portions remaining in the unincorporated area. The City agrees to provide the County with such surveys, with respect to all of the property currently located within the split parcels, and such surveys shall be prepared to the satisfaction of the Miami-Dade County Property Appraiser. The City agrees to provide such surveys, prepared to the satisfaction of the Miami-Dade County Property Appraiser, no later than 5 calendar days after the Effective Date. The City acknowledges that, if the City does not provide such surveys, prepared to the satisfaction of the Miami-Dade County Property Appraiser, to the County within 5 calendar days after the Effective Date, a delay in some or all of the Annexed Property being placed on the tax rolls for the City could result.

If the City does not provide such surveys to the County, to the satisfaction of the Miami-Dade County Property Appraiser, within 5 calendar days after the Effective Date, the County may elect, in the County's sole discretion, to prepare such surveys. If the

County elects to do so, the City shall pay the County \$300.00 per hour for such work, to be billed upon completion of such surveys, and the City shall pay such to the County within 30 days of the County sending such bill to the City.

**R. Representations by the City and the County and Authority to Enter into Agreement.**

The City has represented that it will enter into this Agreement providing for, among other things, the City to forever remain in the Miami-Dade Fire Rescue District and Miami Dade Library District, and the County has relied upon such representations in exercising its discretion to approve the annexation. In addition, each party acknowledges that this Agreement has been duly approved and executed by its governing body based on the representations referenced above, and that each party has the required power and authority to enter into and perform the obligations hereunder.

**S. 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. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, or prohibited by applicable law, then such provision shall be severed to the extent of such prohibition or invalidity, and the remaining provisions of this Agreement shall remain in full force and effect. The City hereby acknowledges and agrees, however, that if any provision of this Agreement is severed, the County may, in its sole discretion, effectuate a future boundary change to remove the Annexed Property from the boundaries of the City and make it part of the unincorporated area again. Upon the effectuation of any such future boundary change, the remaining provisions of this Agreement shall be

deemed automatically terminated, void, and of no further force and effect. These remedies are non-exclusive and shall be in addition to any other available remedies.

**T. Governing Law and Venue.**

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida, including, but not limited to, the Miami-Dade County Home Rule Charter. Venue for any litigation for any 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.

**U. Entirety of Agreement.**

Except with respect to the other interlocal agreements referenced herein, 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 be a written amendment duly executed by both parties hereto or their authorized representatives.



**V. 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.

**W. Rights of Others.**

Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

**X. Existing Agreements.**

Any and all existing interlocal agreements between the County or any of its departments or agencies (such as but not limited to RER, Miami-Dade County Stormwater Utility, Transportation and Public Works, Water and Sewer, Miami-Dade Police Department, etc.) and the City shall remain in full force and effect and shall not be altered, changed, modified, amended, or terminated as a result of this agreement unless specified herein. It is provided, however, that where this Agreement is inconsistent with any such prior Agreement, the terms of this Agreement shall supersede and control.

**Y. Effective Date and Term.**

The term "Effective Date" as used herein shall mean the effective date of the annexation. The annexation shall not be effective before this Agreement has been fully and properly executed. The Effective Date shall be the later of the occurrence of the following: (1) ten days after the Board of County Commissioners approves the ordinance accomplishing the annexation, unless vetoed by the Mayor, and if vetoed, only upon an override by the Board of County Commissioners; and (2) the date upon

which this Agreement has been fully and properly executed by both the County and the City. The provisions of this Agreement shall be in full force and effect commencing on the Effective Date and shall continue in perpetuity.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective and duly authorized representatives.

Attest:

CITY OF MIAMI SPRINGS, FLORIDA

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

By: \_\_\_\_\_  
Maria Puente Mitchell,  
Mayor

Date: \_\_\_\_\_

Approved for legal sufficiency and form:

\_\_\_\_\_  
City Attorney

Attest:

MIAMI-DADE COUNTY, FLORIDA

Harvey Ruvlin, Clerk

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

By: \_\_\_\_\_  
Mayor Daniella Levine Cava or designee

Approved for legal sufficiency and form:

\_\_\_\_\_  
Assistant County Attorney

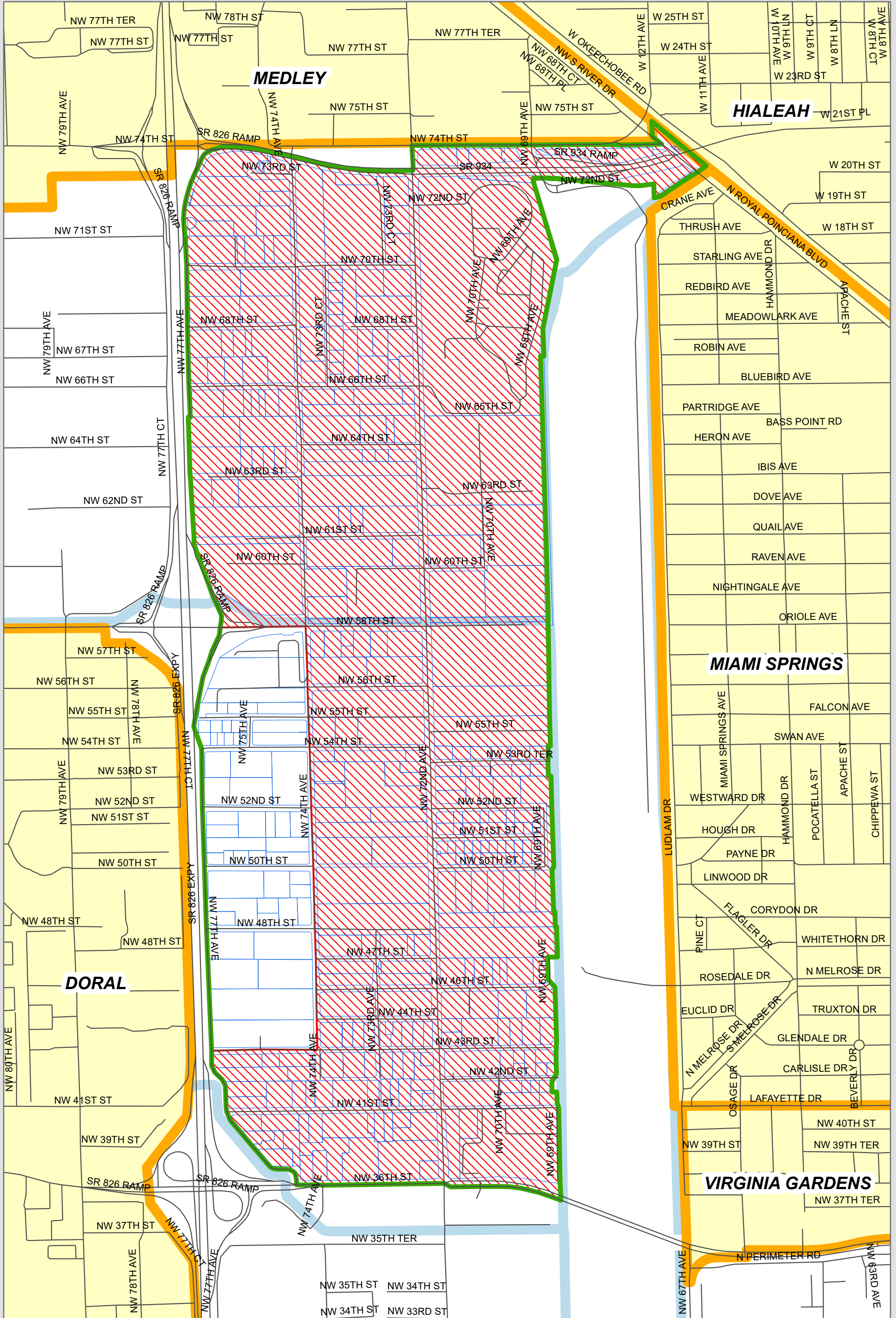
**LEGAL DESCRIPTIONS**

(Page 2 of 2)

MAP

# Miami Springs Proposed Annexation

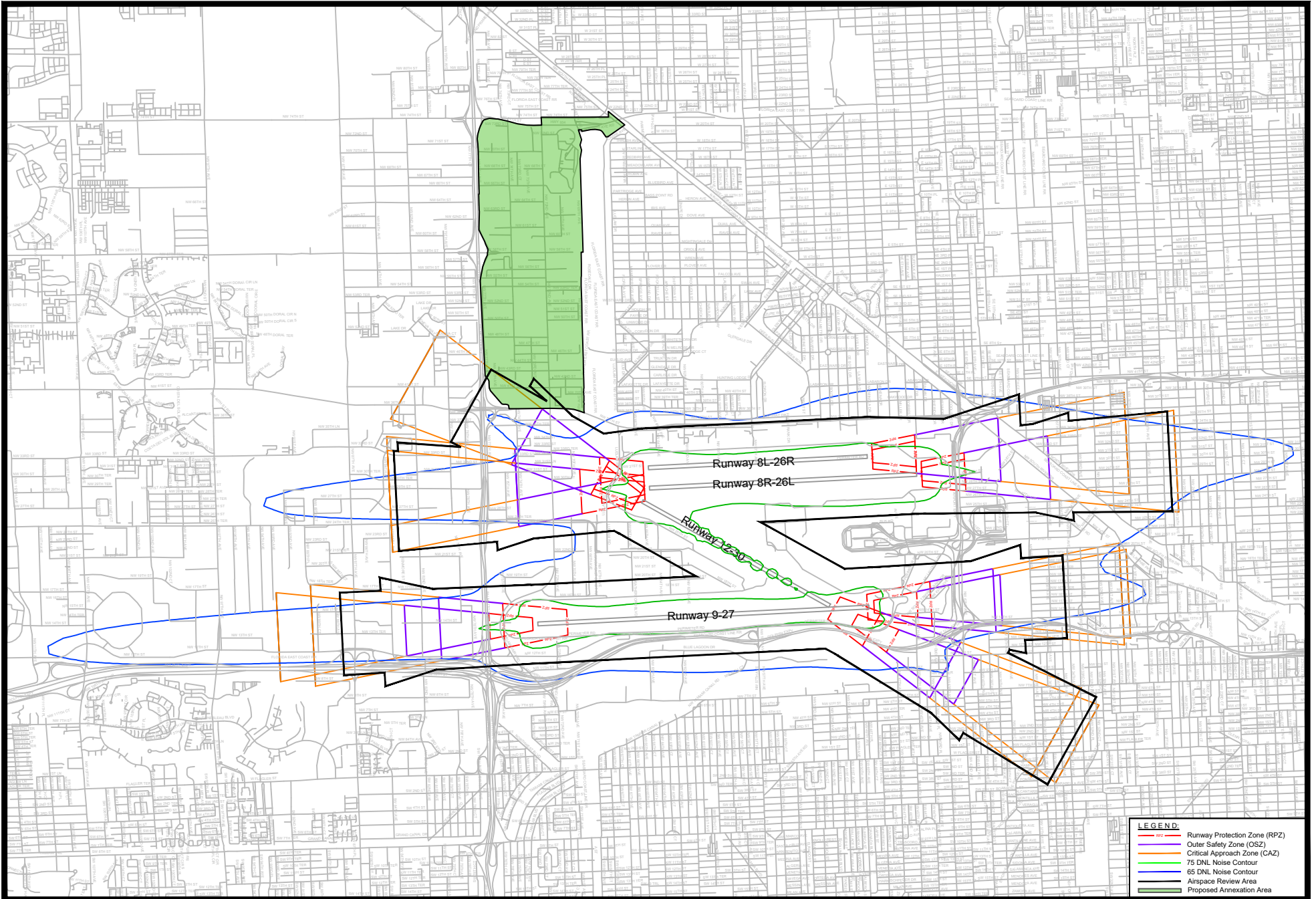
# EXHIBIT B



### Legend

- Miami Springs Annexation Area
- Areas and Facilities of Countywide Significance to Remain Under County's Regulatory Jurisdiction
- Parcels





**LEGEND:**

<span style="color: red;">—</span>	Runway Protection Zone (RPZ)
<span style="color: orange;">—</span>	Outer Safety Zone (OSZ)
<span style="color: blue;">—</span>	Critical Approach Zone (CAZ)
<span style="color: green;">—</span>	75 DNL Noise Contour
<span style="color: purple;">—</span>	65 DNL Noise Contour
<span style="color: black;">—</span>	Airspace Review Area
<span style="color: lightgreen;">—</span>	Proposed Annexation Area



### Proposed Miami Springs Annexation Area

Miami International Airport

Scale: NTS

September 2022