

RESOLUTION No. 2008-48-735

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ALL STEPS NECESSARY TO ACCEPT THE TRANSFER OF COUNTY-OWNED ROADS LOCATED WITHIN THE KINGS GARDENS COMMUNITY IN CONJUNCTION WITH THE LIVABLE NEIGHBORHOODS INITIATIVE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council previously approved the *Livable Neighborhoods Initiative*, which consists of comprehensive infrastructure improvements in the Garden Circle, Kings Gardens I & II and Vista Verde/Miramar Gardens neighborhoods, and

WHEREAS, it is necessary that the roadways in these communities be transferred to the City so that the City can complete the improvement, and

WHEREAS, a portion of the roadways within the Kings Gardens neighborhood were conveyed to Miami-Dade County as a result of the Homeowners Association becoming defunct, and

WHEREAS, it is necessary for the Miami-Dade County to convey these roadways to the City,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorize the City Manager and City Attorney to take all steps necessary to

accept the conveyance of the roadways within the Kings Gardens Community from Miami-Dade County,

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON MARCH 12, 2008.

  
SHIRLEY GIBSON, MAYOR

ATTEST:

  
RONETTA TAYLOR, CMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.  
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilman Campbell  
SECONDED BY: Councilman Bratton

VOTE: 5-1

Mayor Shirley Gibson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice Mayor Barbara Watson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Melvin L. Bratton	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Aaron Campbell	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilwoman Sharon Pritchett	<input type="checkbox"/> (Yes)	<input checked="" type="checkbox"/> (No)
Councilman André Williams	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

SKD/the  
8034555\_1

# City of Miami Gardens

1515-200 NW 167<sup>th</sup> Street  
Miami Gardens, Florida 33169



Mayor Shirley Gibson  
Vice Mayor Barbara Watson  
Councilman Melvin L. Bratton  
Councilman Aaron Campbell Jr.  
Councilwoman Sharon Pritchett  
Councilman André Williams

## Agenda Cover Page

Date: March 12, 2008

Fiscal Impact: No X Yes

(If yes, explain in Staff Summary)

Funding Source: N/A 1st Reading

Contract/P.O. Requirement: Yes  No

Sponsor Name/Department: City Manager

Public hearing

Ordinance

2nd Reading

Advertising requirement:

RFP/RFQ/Bid # N/A

Quasi-Judicial

Resolution X

Yes X No

## Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ALL STEPS NECESSARY TO ACCEPT THE TRANSFER OF COUNTY-OWNED ROADS LOCATED WITHIN THE KINGS GARDENS COMMUNITY IN CONJUNCTION WITH THE LIVABLE NEIGHBORHOODS INITIATIVE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

## Staff Summary

### Background

Last summer, the Department of Community Development began the *Livable Neighborhoods Initiative* project. This project consists of comprehensive infrastructure improvements in three (3) residential neighborhoods deemed by our Public Works Department to be among the worst in the City. The three (3) neighborhoods consist of:

- Garden Circle
- Kings Gardens I & II
- Vista Verde/Miramar Gardens

**J-12) CONSENT AGENDA  
RESOLUTION**  
County-Owned Roads within Kings  
Gardens Community

City staff has conducted numerous meetings with residents in order to provide information about the project (scope of work, timeline, etc.). One specific nuance to this project is the current ownership of the roads. Because these neighborhoods are private subdivisions, the roads within them are also considered "common areas" and owned by the homeowners [associations].

The anticipated cost of this project is projected to be \$10M-\$15M. In order for the City to move forward, these improvements would need to be incorporated as part of the City's infrastructure improvement schedule and as such the roads would need to become public right of way. City staff is currently working on obtaining the conveyance of the roads from the *Garden Circle* community. This is a tedious process, as it requires formal agreement by every individual owner of record within the specific community. In the course of project discussions with the engineering firm, it was discovered that the roads ("lots") that are within the *Kings Gardens* Community were under the ownership of Miami Dade County (GSA). This revelation was encouraging because it would mean that the transfer of the roads would simply be from one government entity to another.

City staff contacted the County GSA and explained the project scope and the need for the City to obtain ownership of the "lots". County staff was favorable to this transaction and proceeded with drafting the resolution declaring the lots surplus so that they could be transferred to the City. Said resolution was approved by the Board of County Commissioners on December 18, 2007.

It should be noted that it was originally believed that the lots in question should have already been owned by the City as part of the Road Transfer Agreement executed between the City and Miami Dade County. However, it was discovered that the lots within the Kings Gardens neighborhood were conveyed to the County as a result of the Homeowners Association become defunct, and were not part of the original inventory outlined in the Road Transfer Agreement.

The proposed resolution requests Council approval to authorize the City Manager to execute the agreement accepting these lots from the County.

**Recommendation**

It is recommended that City Council approve the attached resolution.

Instrument prepared under the approval of:  
Tom Goldstein, Assistant County Attorney  
111 N.W. 1 Street, Suite 2800  
Miami, Florida 33128-1907

Folio No's: 34-2105-013-0920      34-2105-014-0420  
                  34-2105-013-0930      34-2105-014-0950  
                  34-2105-014-0270      34-2105-014-1100

## **COUNTY DEED**

THIS DEED, made this 10<sup>th</sup> day of January, 2008 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 17-202, Miami, Florida 33128-1963, and City of Miami Gardens, party of the second part, whose address is 1515 N.W. 167 Street; Bldg 5, Suite #200, Miami Gardens, FL 33169:

### *WITNESSETH:*

That the said party of the first part, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

### LEGAL DESCRIPTION "SEE EXHIBIT A"

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

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

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

Approved for legal sufficiency. \_\_\_\_\_

The foregoing was authorized and approved by Resolution No.R-1303-07 of the Board of County Commissioners of Miami-Dade County, Florida, on the 4<sup>th</sup> day of December, 2007.

## EXHIBIT "A"

1. Folio No.: 34-2105-013-0920 (.44 AC M/L)  
Tract A, KINGS GARDENS SECTION ONE, according to the Plat thereof recorded in Plat Book 91, at Page 26 of the Public Records of Miami-Dade County, Florida.  
Lot Size 19,166 Sq Ft
2. Folio No.: 34-2105-013-0930 (.43 AC M/L)  
Tract B, KINGS GARDENS SECTION ONE, according to the Plat thereof recorded in Plat Book 91, at Page 26 of the Public Records of Miami-Dade County, Florida.  
Lot Size 18,731 Sq Ft
3. Folio No.: 34-2105-014-0270 (.23 AC M/L)  
Tract C Block 3, KINGS GARDENS SECTION TWO, according to the Plat thereof recorded in Plat Book 91, at Page 55 of the Public Records of Miami-Dade County, Florida.  
Lot Size 10,019 Sq Ft
4. Folio No.: 34-2105-014-0420 (.12 AC M/L)  
Tract D Block 4, KINGS GARDENS SECTION TWO, according to the Plat thereof recorded in Plat Book 91, at Page 55 of the Public Records of Miami-Dade County, Florida.  
Lot Size 5,227 Sq Ft
5. 34-2105-014-0950 (.95 AC M/L)  
Tract E Block 5, KINGS GARDENS SECTION TWO, according to the Plat thereof recorded in Plat Book 91, at Page 55 of the Public Records of Miami-Dade County, Florida.  
Lot size 41,382 Sq Ft
6. 34-2105-014-1100 (.12 AC M/L)  
Tract F Block 6, KINGS GARDENS SECTION TWO, according to the Plat thereof recorded in Plat Book 91, at Page 55 of the Public Records of Miami-Dade County, Florida.  
Lot size 41,382 Sq Ft



**MIAMI-DADE COUNTY CLOSING STATEMENT**

Reso. No.: R-1303-07  
Closing Date

Seller: Miami-Dade County, GSA/Real Estate Management, 111 NW 1 Street, Suite 2460, Miami, FL 33128  
Buyer: City of Miami Gardens, 1515 N.W. 167 St., Bldg. 5, Suite #200, Miami Gardens, FL 33169  
Folio Nos.: 34-2105-013-0920; 34-2105-013-0930; 34-2105-014-0270; 34-2105-014-0420; 34-2105-014-0950; 34-2105-014-1100

**Buyer Transaction**

Amount of Bid	\$10.00	Buyer Deposit	\$0.00	Total Deposit	\$10.00
Subtotal:		\$10.00		\$10.00	
<b>GROSS AMOUNT DUE FROM BUYER</b>					
<b>Additional Required Funds</b>					
Record Deed (3 Pages)	\$27.00	Recording Fees paid by Buyer	\$27.00	Record Deed (3 Pages)	\$27.00
State Documentary Stamps	0.006		0.006	State Documentary Stamps	\$-0-
County Surtax	0.0045		0.0045	County Surtax	\$-0-
Certified Copies (2)	\$7.50		\$7.50	Certified Copies (2)	\$15.00
Subtotal:				\$42.00	
<b>NET AMOUNT DUE FROM BUYER TO MIAMI-DADE COUNTY:</b>					
				\$52.00	

**Seller Transaction**

Subtotal:		\$42.00		\$42.00	
<b>NET AMOUNT DUE TO MIAMI-DADE COUNTY FROM BUYER:</b>					
				\$52.00	

Acknowledged: **Miami-Dade County**

Carmen O. Gomez, Real Estate Officer

**City of Miami Gardens**

Danny Crew, City Manager

**Payment should be made as follows:**

One cashier or certified check in the amount of \$10.00 payable to the Board of County Commissioners of Miami-Dade County  
One cashier or certified check in the amount of \$42.00 payable to Clerk of Courts for recording fees.

RESOLUTION No. 2004-72-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, FOR THE TRANSFER OF CERTAIN ROADS FROM THE COUNTY TO THE CITY, IN SUBSTANTIAL FORM AS THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR AUTHORIZATION TO THE CITY MANAGER AND CITY ATTORNEY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain public roads on the Miami-Dade County ("County") road system are within the municipal limits of the City of Miami Gardens ("Road Segments"), and

WHEREAS, the City and County are desirous of transferring the title, and responsibility for the Road Segments from the County to the City, and

WHEREAS, 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, and

WHEREAS, the City and County have determined that it is in the best interest of the parties that the ownership and responsibility for the operation, maintenance, planning, design and construction of the Road Segments be transferred to the City

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby

made a specific part of this Resolution.

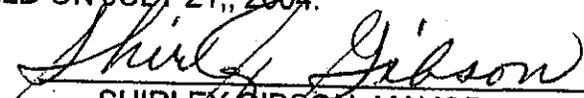
Section 2. AUTHORITY: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Interlocal Agreement with Miami-Dade County for the transfer of certain County Roads to the City, in substantial form as the Agreement attached hereto as Exhibit "A."

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to Miami-Dade County, and with one to be directed to the Office of City Attorney.

Section 4. AUTHORIZATION: The City Manager and City Attorney, are hereby authorized to take whatever steps as may be deemed necessary to fulfill the intent of this Resolution, including amending the Agreement, so long as any such amendments do not substantially alter the terms of the Agreement attached hereto as Exhibit "A."

Section 5. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JULY 21,, 2004.

  
SHIRLEY GIBSON, MAYOR

ATTEST:

  
RONETTA TAYLOR, CMC, CITY CLERK

Prepared by SONJA K. KNIGHTON, ESQ.  
City Attorney

SPONSORED BY: Danny Crew, City Manager

MOVED BY:        Councilman Braynon  
SECONDED BY:        Councilwoman Watson

VOTE:   7-0  

Mayor Gibson	<u>  x  </u> (Yes)	<u>    </u> (No)
Vice Mayor Campbell	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilman Melvin L. Bratton	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilman Oscar Braynon, II	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilwoman Audrey J. King	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilwoman Sharon Pritchett	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilwoman Barbara Watson	<u>  x  </u> (Yes)	<u>    </u> (No)

skk

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**ROAD TRANSFER AGREEMENT**

**Between**

**MIAMI-DADE COUNTY, FLORIDA**

**And**

**THE CITY OF MIAMI GARDENS**

THIS AGREEMENT made and entered into this 1st day of September, 2004, by and between: MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "COUNTY"), through its Board of County Commissioners,

AND

The City of Miami Gardens (the "CITY"), a Florida municipal corporation existing under the laws of the state of Florida.

WITNESSETH:

WHEREAS, certain public roads on the County Road System are within the municipal limits of the CITY (hereinafter referred to as "Road Segments"); and

WHEREAS, the COUNTY and the CITY are desirous of transferring the underlying title and responsibility for the planning, design, construction, improvement and maintenance for the Road Segments from the COUNTY to the CITY; and

WHEREAS, 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; and

WHEREAS, 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 right-of-way map in the public records; and

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the parties that responsibility for the operation, maintenance, planning, design and construction of the Road Segments and of any future improvements thereto be transferred to the CITY.

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

1. The above recitals are true and correct and incorporated herein.

2. The jurisdiction, ownership and control of all public roads within the corporate limits of the CITY of the "Road Segments" heretofore designated as part of the County road system prior to the effective date of this agreement are hereby transferred and conveyed to the City road system, except for the following roads (which are hereafter referred to as "Exempt Roads"):

- (a) NW 151 Street from NW 37 Avenue to SR 9
- (b) NW 173/175 Street from NW 47 Avenue to East City limits
- (c) NW 191 Street from NW 47 Avenue to North Miami Avenue
- (d) N 199 Street from NW 47 Avenue to NE 2 Avenue
- (e) NW 37 Avenue from NW 151 Street to Broward County Line
- (f) NW 22 Avenue from NW 151 Street to NW 199 Street
- (g) NW 215 Street (County Line Road) from NW 27 Avenue to NW 47 Avenue
- (h) NW 32 Avenue from NW 151 Street to County Line Road
- (i) NW 47 Avenue from SR 826 to Miami Gardens Drive

The right and responsibility to issue permits or to collect any fees for any construction, including utility work, within the public rights of way of the above exempt roads, and any future roads that are transferred to the COUNTY is not transferred to the CITY. The CITY may issue permits and collect fees for private driveway connections to the above exempt roads as a part of overall site plan review and permitting, subject to County permit fee, review and co-approval of the connection to the County road system.

3. The right and responsibility to regulate traffic and determine appropriate measures for and provide traffic control devices such as traffic signals, signs and pavement markings, including road closures (except for temporary closures for special events) or traffic-calming devices and setting the hours and days that construction by

any Department or Agency of the COUNTY in or on any public street is not transferred to the CITY. The COUNTY retains jurisdiction over traffic engineering matters within the territorial area of Miami-Dade County including within municipalities, except state road rights of way.

4. The CITY agrees to accept all legal rights, responsibilities and obligations with respect to the Road Segments, including but not limited to the planning, design, construction, improvement, and maintenance of the Road Segments as of the date in No. 8 below except for those items enumerated in No. 3 above.

5. 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.

The COUNTY agrees to continue to provide a level of service for drainage maintenance for those roads described in Number 2 of this Agreement. The CITY hereby recognizes that, should the CITY choose to opt out of the COUNTY Stormwater Utility, and the Board of County Commissioners approve the opt out option, drainage maintenance responsibility for those roads described as "Transferred" in Number 2 of this Agreement will revert to the CITY.

For the purposes of this Agreement, the COUNTY will provide the following services described above: 1. Repairs to infrastructure based on COUNTY staff recommendation; 2. Drainage inspection and maintenance once per eight years, as is the current level of service in the unincorporated service area; 3. Nine (9) street sweeping cycles per fiscal year for curb and gutter roads only; 4. Drainage inspections for flooding recommended sites for capital improvements.

The cumulative total of the above services shall not exceed the total revenues collected by the Stormwater Utility within the boundaries of the CITY, less COUNTY administrative costs, canal maintenance costs, and any other miscellaneous costs incurred by the COUNTY for stormwater management purposes within the CITY's boundaries.

6. The CITY and the COUNTY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action that may be brought against either party pursuant to this Agreement. The CITY and the COUNTY shall each individually defend any action or proceedings brought against their respective agencies pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys 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, except that the COUNTY shall remain liable and indemnify and hold harmless the CITY, its agents, officers and employees from any actions arising under Paragraph 7.

7. The COUNTY shall provide the CITY with all of the County's Engineering Division's Section Maps, which generally depict the rights-of-way.

8. Upon execution of this Agreement, the County Manager and City Manager shall determine a mutually agreeable date for the recordation and transfer of the Road Segments provided that such date shall be no later than September 30, 2004.

9. Several roadway improvement projects (the "Projects") for the Road Segments have been identified by the COUNTY and are presently funded by Federal Emergency Management Grants ("FEMA") and Quality Neighborhood Improvement Programs ("QNIP") funds. The COUNTY shall continue to perform the Projects listed in the attached Exhibit "A" and complete same, notwithstanding any contrary provisions in this Agreement.

10. The COUNTY shall provide the CITY with a list of all completed roadway projects for the Road Segments and, upon the City Manager's request, access to plans, specifications, drawings and permits for such projects. The COUNTY shall assign to the CITY any existing contractor or manufacturer warranties or guarantees for any completed roadway projects.

11. 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 as the respective places for giving notice:

For the COUNTY:

George M. Burgess

County Manager  
County Manager's Office  
Stephen P. Clark Center  
111 N.W. 1st Street, Suite 2910  
Miami, Florida 33128  
Telephone: (305) 375-5311  
Facsimile: (305) 375-4658

For the CITY:

City Manager  
City of Miami Gardens

\_\_\_\_\_  
Miami, FL 33\_\_\_\_\_  
Telephone: (305) \_\_\_\_\_  
Facsimile: (305) \_\_\_\_\_

12. The CITY and the COUNTY 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. 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 therewith.

13. 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 law.

14. The failure of either party to insist upon strict performance of any terms of this Agreement shall not be considered a waiver of any provisions set forth herein and shall not prevent enforcement of this Agreement.

15. 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.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

17. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through the County Manager, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2004, and the CITY, signing by and through its Mayor, authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_, 2004.

(Signature page follows)

ATTEST:

MIAMI GARDENS,  
a municipal corporation

By Ronetta Taylor  
City Clerk

Shirley Gibson

By Shirley Gibson  
Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: [Signature]  
City Attorney

MIAMI-DADE COUNTY  
a political subdivision of  
the State of Florida  
By its Board of County  
Commissioners:

[Signature]  
County Manager

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

ATTEST:  
HARVEY RUVIN, CLERK

By [Signature]  
Deputy Clerk



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By [Signature]  
County Attorney

Approved \_\_\_\_\_ Mayor

Veto \_\_\_\_\_

Override \_\_\_\_\_

Not On  
Agenda Item No. 7(L)(1)(J)  
7-27-04

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

**RESOLUTION NO. R-983-04**

**RESOLUTION AUTHORIZING EXECUTION OF A ROAD TRANSFER AGREEMENT WITH THE CITY OF MIAMI GARDENS TO TRANSFER THE JURISDICTION, OWNERSHIP AND CONTROL OF PUBLIC ROADS WITHIN THE CORPORATE LIMITS OF THE CITY OF MIAMI GARDENS; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE PROVISIONS THEREIN**

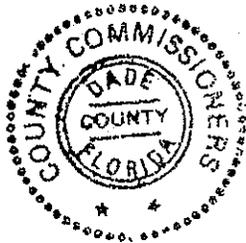
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board approves the Road Transfer Agreement between Miami-Dade County and the City of Miami Gardens, pursuant to Section 335.0415, Florida Statutes, providing for the City to assume the jurisdiction, ownership and control of public roads heretofore designated as part of the County road system prior to the effective date of this Agreement, in substantially the form attached hereto and made a part hereof; and authorizing the County Manager to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	aye		
Katy Sorenson, Vice-Chairperson	aye		
Bruno A. Barreiro	aye	Jose "Pepe" Diaz	aye
Betty T. Ferguson	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Jimmy L. Morales	aye
Dennis C. Moss	aye	Dorin D. Rolle	aye
Natacha Seijas	absent	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 27th day of July, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.



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

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. *[Signature]*  
Thomas Goldstein

By: KAY SULLIVAN  
Deputy Clerk



# MEMORANDUM

Not On  
Agenda Item No. 7(L)(1)(J)

**TO:** Honorable Chairperson Barbara Carey-Shuler Ed.D. and Members Board of County Commissioners **DATE:** July 27, 2004

**FROM:**   
George W. Burgess  
County Manager

**SUBJECT:** Interlocal Agreement  
with the City of Miami  
Gardens for the  
Transfer of Public  
Roads

## RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the execution of a Road Transfer Agreement between Miami-Dade County and the City of Miami Gardens (City). The agreement establishes the terms and conditions between the County and the City for the transfer of public roads within the municipal boundaries of the City from the County's road system to the City's road system.

## BACKGROUND

The City has requested that the County proceed with a Road Transfer Agreement to convey jurisdiction, ownership and control of public roads within its municipal limits, currently designated as part of the County road system to the City's road system.

Miami-Dade County Public Works' staff and the City have evaluated the County's road system within the municipal boundaries of the City. An agreement has been reached, by which Miami-Dade County will retain the following roads; NW 151 Street from NW 37 Avenue to SR 9, NW 173/175 Street from NW 47 Avenue to East City limits, NW 191 Street from NW 47 Avenue to North Miami Avenue, N 199 Street from NW 47 Avenue to NE 2 Avenue, NW 37 Avenue from NW 151 Street to Broward County Line, NW 22 Avenue from NW 151 Street to NW 199 Street, NW 215 Street (County Line Road) from NW 27 Avenue to NW 47 Avenue, NW 32 Avenue from NW 151 Street to County Line Road, and NW 47 Avenue from SR 826 to Miami Gardens Drive.

Section 1.01(1) of the Dade County Home Rule Charter gives Miami-Dade County the responsibility to regulate countywide traffic functions. Section 2-96.1 of the Dade County Code gives Miami-Dade County Public Works Department exclusive jurisdiction to regulate vehicular traffic in Miami-Dade County, including municipalities.

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

1. The above recitals are true and correct and incorporated herein.

2. The jurisdiction, ownership and control of all public roads within the corporate limits of the CITY of the "Road Segments" heretofore designated as part of the County road system prior to the effective date of this agreement are hereby transferred and conveyed to the City road system, except for the following roads (which are hereafter referred to as "Exempt Roads"):

- (a) NW 151 Street from NW 37 Avenue to SR 9
- (b) NW 173/175 Street from NW 47 Avenue to East City limits
- (c) NW 191 Street from NW 47 Avenue to North Miami Avenue
- (d) N 199 Street from NW 47 Avenue to NE 2 Avenue
- (e) NW 37 Avenue from NW 151 Street to Broward County Line
- (f) NW 22 Avenue from NW 151 Street to NW 199 Street
- (g) NW 215 Street (County Line Road) from NW 27 Avenue to NW 47 Avenue
- (h) NW 32 Avenue from NW 151 Street to County Line Road
- (i) NW 47 Avenue from SR 826 to Miami Gardens Drive

The right and responsibility to issue permits or to collect any fees for any construction, including utility work, within the public rights of way of the above exempt roads, and any future roads that are transferred to the COUNTY is not transferred to the CITY. The CITY may issue permits and collect fees for private driveway connections to the above exempt roads as a part of overall site plan review and permitting, subject to County permit fee, review and co-approval of the connection to the County road system.

3. The right and responsibility to regulate traffic and determine appropriate measures for and provide traffic control devices such as traffic signals, signs and pavement markings, including road closures (except for temporary closures for special events) or traffic-calming devices and setting the hours and days that construction by

10. The COUNTY shall provide the CITY with a list of all completed roadway projects for the Road Segments and, upon the City Manager's request, access to plans, specifications, drawings and permits for such projects. The COUNTY shall assign to the CITY any existing contractor or manufacturer warranties or guarantees for any completed roadway projects.

11. 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 as the respective places for giving notice:

For the COUNTY:

George M. Burgess  
County Manager  
County Manager's Office  
Stephen P. Clark Center  
111 N.W. 1st Street, Suite 2910  
Miami, Florida 33128  
Telephone: (305) 375-5311  
Facsimile: (305) 375-4658

For the CITY:

City Manager  
City of Miami Gardens

\_\_\_\_\_  
Miami, FL 33\_\_\_\_\_  
Telephone: (305) \_\_\_\_\_  
Facsimile: (305) \_\_\_\_\_

ATTEST:

**MIAMI GARDENS,**  
a municipal corporation

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

By \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY:  \_\_\_\_\_  
City Attorney

**MIAMI-DADE COUNTY**  
a political subdivision of  
the State of Florida  
By its Board of County  
Commissioners:

\_\_\_\_\_  
County Manager

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

ATTEST:  
HARVEY RUVIN, CLERK

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

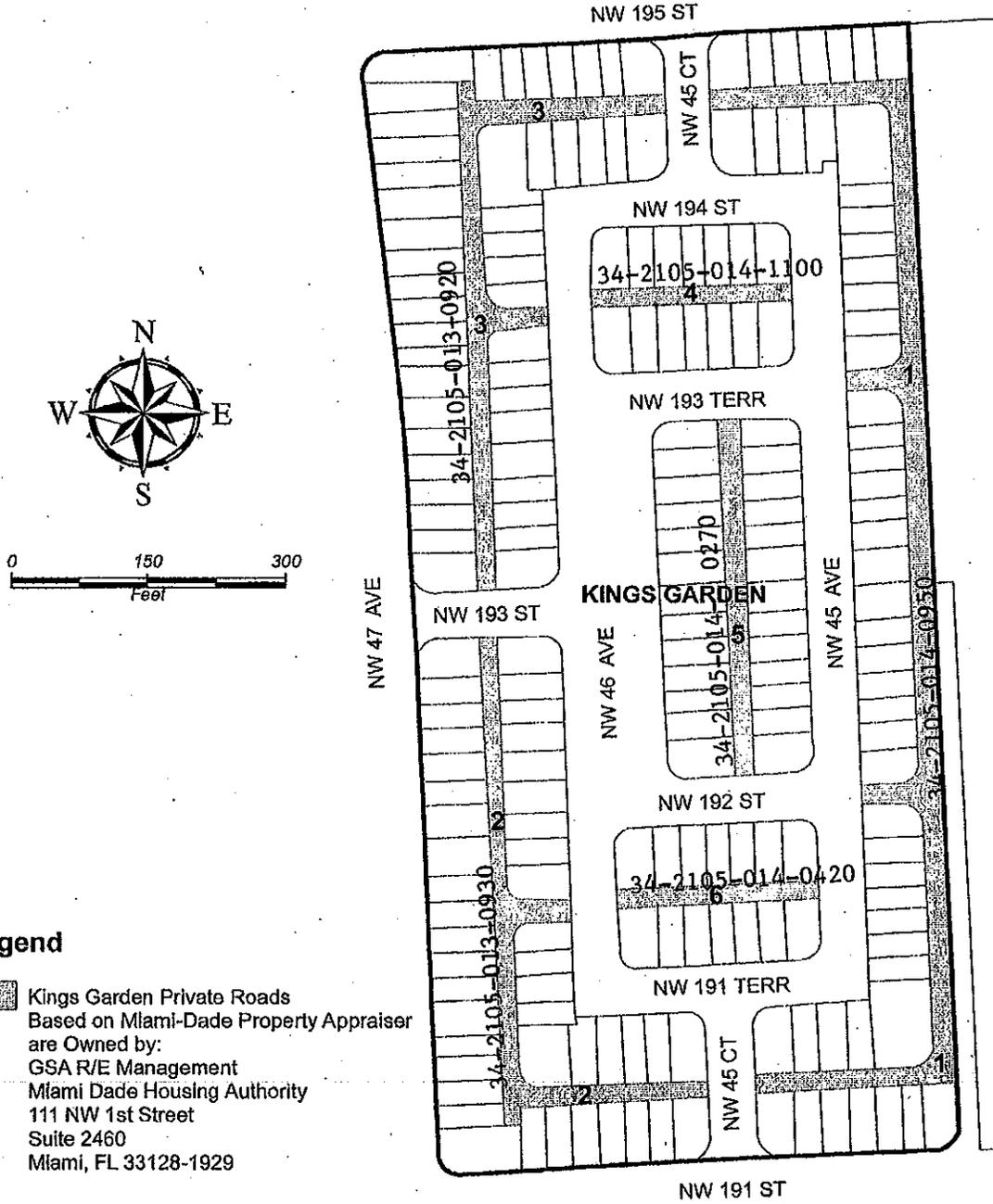
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By \_\_\_\_\_  
County Attorney

# EXHIBIT 'B'

## KINGS GARDEN COMMUNITY - PRIVATE ROADS

### City of Miami Gardens



#### Legend

 Kings Garden Private Roads  
Based on Miami-Dade Property Appraiser  
are Owned by:  
GSA R/E Management  
Miami Dade Housing Authority  
111 NW 1st Street  
Suite 2460  
Miami, FL 33128-1929

 **CRAVEN THOMPSON & ASSOCIATES, INC.**  
ENGINEERING - SURVEYING - PLANNING - LANDSCAPE ARCHITECTURE  
3563 NW 53rd STREET - FORT LAUDERDALE, FL 33309  
T: 954-739-6400 F: 954-739-6409

July 2007 RDP