

Second & Final Reading:

- 7B1.) **Ordinance No: 16-05: An Ordinance of the City Commission of the City of Florida City, Florida, approving a zoning district boundary change to the map from the C-4 Commercial Recreation District to the Planned Unit Development (PUD) District for the 9.95 acre parcel located on the West side of SW 172nd Avenue approximately 650 feet South of the intersection of SW 172nd Avenue and SW 336th Street**

By way of recap: First Reading occurred 06/14/16.

A Motion was made by Vice Mayor Butler for the Clerk to read Ordinance No: 16-05 by caption only. Seconded by Commissioner Shiver. All voted in favor. The Motion was carried.

The Clerk read Ordinance No: 16-05 by caption only.

A Motion was made by Commissioner Berry for the passing and adoption of Ordinance No: 16-05 on **SECOND & FINAL READING**. Seconded by Vice Mayor Butler. All voted in favor. The Motion was carried.

8. **NEW BUSINESS**

- A.) **Interlocal Agreement between the Miami-Dade Metropolitan Planning Organization and the City of Florida City, City of Homestead, Town of Palmetto Bay ET AL**

Recently several City Managers/Mayors met to discuss the recent actions and next steps of the Miami-Dade Metropolitan Planning Organization transit plan. The MPO Board approved six transit corridors identified as the Strategic Miami Area Rapid Transit (SMART) Plan to advance to Priority 1 Funded for the Step 3 Project Development Phase. In addition, based on coordination between the MPO, CITT and the County, the CITT Board approved the funding of the US-1 Transitway environmental document. With the next week the MPO will be considering an agenda item to amend the transportation plan with the CITT funds in order to initiate the environmental study.

In a separate resolution, the MPO Board also approved the initiation of an Implementation Plan for each of the six corridors. The MPO is seeking funding partnerships from all of the municipalities along the corridor in the amount of 4.17% or \$50,400 from each city to fund the US-1 implementation plan. The three cities on Friday past agreed to this amount and each city will be bringing an

agenda item to enter into an Interlocal agreement with the MPO to initiate this effort. The MPO will be the lead agency conducting this effort with support from the cities and county.

The Cities/Towns/Villages participating to date are: The City of Florida City; Village of Pinecrest; Town of Palmetto Bay; Town of Cutler Bay, City of Homestead and Miami-Dade County, Florida. The contribution by each party is as follows:

1. MPO shall contribute \$474,000, or 39.5% of the project funding
2. Miami-Dade County shall contribute \$474,000 or 39.5 % of the project funding
3. City of Florida shall contribute \$50,400, or 4.2% of the initial project funding
4. Village of Pinecrest, Town of Palmetto Bay, Town of Cutler Bay and City of Homestead will also contribute \$50,400, or 4.2 % of the initial project funding.

In the event the entire amount is not expended, the funds will be returned to the respective party based on the above percentages. In the event that the entire amount is not enough to cover the initial project activities cost, the MPO shall provide detailed information as to the need for additional funding, and will request funding from the Parties according to the above percentages.

Mayor was this evening seeking Commission approval to enter into an Interlocal Agreement reference the above.

Mayor indicated that the funds are available and under the City's Transportation Budget.

A Motion was made by Commissioner Berry for approval of Mayor's request. Seconded by Vice Mayor Butler. All voted in favor. The Motion was carried.

9. **CITIZEN'S PRIVILEGE**

Steven McDuffie: On behalf of the Office of State Senator Khionee McGhee-District 117

State Representative Khionee McGhee's voice in the Florida City/Homestead areas approached the podium. Mr. McDuffie informed of how pleased he is to be a part of State Representative McGhee's office and for the people of the 117th

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the Miami-Dade Metropolitan Planning Organization (MPO), hereinafter called the MPO and the **VILLAGE OF PINECREST; TOWN OF PALMETTO BAY; TOWN OF CUTLER BAY; FLORIDA CITY; CITY OF HOMESTEAD; and MIAMI-DADE COUNTY, FLORIDA**, collectively known as the "Parties."

WITNESSETH:

ARTICLE 1.00: The **PARTIES** do hereby recognize the importance of entering into a multi-agency partnership to advance efforts in connection with the Strategic Miami Area Rapid Transit (SMART) Plan which identifies the **SOUTH DADE TRANSITWAY** as one of six rapid transit priority corridors, for the development of an **IMPLEMENTATION PLAN**, as described in Article 3.00 recited herein.

ARTICLE 2.00: The Parties wish to continue the efforts already underway to improve regional mobility along the referenced rapid transit corridor. This has involved extensive collaboration and coordination among the stakeholders. In addition to the Project Development and Environmental (PD&E) study, other activities are required to support this effort, as described below.

ARTICLE 3.00: The purpose of this agreement is to develop a multi-agency partnership for undertaking the following activities to support the South Dade TransitWay Implementation plan, including but not limited to:

1. Develop a local corridor vision plan to enhance mobility, accessibility and connectivity along the corridor.
2. Develop a community engagement plan to look for input and consensus of businesses, residents and elected officials.
3. Promote the economic development along the corridor.
4. Participate in charrettes and public meetings to inform the community.
5. Establish a Project Advisory Team (PAT) with the participation of all **PARTIES** to work collaboratively to promote the advancement of rapid transit development along the South Dade TransitWay.
 - a. The MPO Executive Director or Executive Director's designee shall appoint a representative from each involved Party, as well as, any other transportation partner, as needed.
 - b. The PAT will provide guidance for the development of the activities listed above and will serve

- as a liaison to their respective entities.
- c. All Parties shall assist and provide available information to support the efforts to be conducted along the corridor.
 - d. The PAT will coordinate public outreach events with the community, municipalities, and other involved stakeholders;
6. Reach consensus on key project issues and work cooperatively towards resolving any conflicts that may arise.

ARTICLE 4.00: The **PARTIES** agree that the MPO will be the lead agency for the development of the Implementation Plan.

ARTICLE 5.00: During the performance of this agreement, the MPO will be responsible for the assignment of Consultant(s) to conduct any planning work along the referenced rapid transit corridor. The selected consultant(s) shall comply with all requirements under Title VI (Civil Rights Act of 1964), up to and including the standard Title VI Non-Discrimination Assurances.

ARTICLE 6.00: The **PARTIES** agrees to fund the Implementation Plan as per Article 10.00 of this Agreement.

1. The contribution by each Party is as follows:
 - a. MPO shall contribute \$474,000, or 39.5% of the project funding.
 - b. Miami-Dade County shall contribute \$474,000, or 39.5% of the project funding.
 - c. Village of Pinecrest shall contribute \$50,400, or 4.2% of the initial project funding.
 - d. Town of Palmetto Bay shall contribute \$50,400, or 4.2% of the initial project funding
 - e. Town of Cutler Bay shall contribute \$50,400, or 4.2% of the initial project funding
 - f. Florida City shall contribute \$50,400, or 4.2% of the initial project funding
 - g. City of Homestead shall contribute \$50,400, or 4.2% of the initial project funding
2. In the event that the entire amount is not expended, the funds will be returned to the respective party based on the above percentages.
3. In the event that the entire amount is not enough to cover the initial project activities cost, the MPO shall provide detailed information as to the need for additional funding, and will request funding from the Parties according to the above percentages.

ARTICLE 7.00: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to

and include all genders.

ARTICLE 8.00: The **PARTIES** agrees that they shall make no press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, except as otherwise required by law, during the period of this Agreement, without first notifying the MPO Executive Director or Executive Director's designee and securing consent. In the event that the **PARTIES** wishes to issue a press release or publicity release, the **PARTIES** shall seek consent from the MPO Executive Director or Executive Director's designee prior to release by providing a copy of the draft release. The MPO Executive Director or Executive Director's designee shall reply to the request of the **PARTIES** within one business day. The **PARTIES** also agrees that it shall not copyright or patent any of the data and/or information furnished in compliance with this Agreement, it being understood that, under Article 8.00 hereof, such data or information is the property of the MPO. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to Article 7.10 of this Agreement.

ARTICLE 9.00: The MPO shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such contract.

ARTICLE 10.00: The MPO shall invoice 100% of each **PARTIES** contribution as specified in Article 6.00 of this Agreement.

ARTICLE 11.00: Standards of Conduct - Conflict of Interest – the MPO covenants and agrees that it, its employees, and its contractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will be reference be made a part of this Agreement as though set forth in full.

ARTICLE 12.00: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE 13.00: No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by all parties hereto, and approved by the Governing Board of the Metropolitan Planning Organization.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed these presents this _____ day of _____, 2016.

FOR MIAMI-DADE MPO:

ATTEST:

Miami-Dade MPO Clerk of the Board

By: _____
Aileen Bouclé, Executive Director

By: _____
Zainab Salim

Date: _____

Date: _____

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney

Date: _____

ATTEST: PARTIES

Miami-Dade County

Legal Review

By: _____
Name: _____
Title: _____
Date: _____

By: _____

Village of Pinecrest

By: _____

Name: _____

Title: _____

Date: _____

Legal Review

By: _____

Town of Palmetto Bay

By: _____

Name: _____

Title: _____

Date: _____

Legal Review

By: _____

Town of Cutler Bay

By: _____

Name: _____

Title: _____

Date: _____

Legal Review

By: _____

Florida City

By: _____

Name: _____

Title: _____

Date: _____

Legal Review

By: _____

City of Homestead

By: _____

Name: _____

Title: _____

Date: _____

Legal Review

By: _____

COMMITTEE REPORTS

1. Light Rail on Busway to Florida City

Mayor discussed the extension of the light rail or busway to Florida City. When the Metro Rail was originally built there were plans that Florida City would have better transportation out of Florida City. The promise was never kept. The County at this time is seeking to apply for a grant with the Federal Government to bring rail service to Florida City to connect to Dadeland and the rest of the County. It's not going to be Metro Rail that is being proposed, which is overhead, it's going to be light rail which is on the bed that the buses now travel, except it will go just like Metro Rail making all the stops like Metro Rail.

Mayor voiced at the next commission meeting a Resolution will be prepared in support of the above.

State Rep Mc Ghee has teamed with the Mayors of Florida City and Homestead, Palmetto Bay, Pinecrest and Cutler Bay to fight on behalf of their respective constituencies. Transportation is a leading issue. As part of the voter-approved People's Transportation Plan surtax, funds will go toward rail service in the City of Florida City.

2. Operation zero Tolerance- Police Plan

The City has had a severe upswing of violence in the City within the past year. It became clear to the Chief and Mayor that doing the same "old thing" without results was not acceptable. They both therefore devised an operation called "Operation Zero Tolerance in Florida City."

According to Mayor Wallace, within the past 45 days 45 arrests have been made pertaining to serious crime in Florida City. Another item worth mentioning is a recent murder that was committed in the city whereby the suspect was apprehended within 24 hours.

This is just the first part of Operation Zero Tolerance where the perpetrators were taken into custody quietly by the Florida City Police Dept. Mayor continued, voicing the City has put increased resources from the City to combat crime with results. Mayor commended the Chief and staff of the Florida City Police Dept.

B.) Resolution No: 15-06: A Resolution of the City Commission Supporting the Extension of the Miami-Dade County Metrorail System from the South Dadeland Station to the City of Florida City; Providing for Implementation; providing for an effective date

The City of Florida City is located more than 25 miles from Miami-Dade County's major employment and cultural centers in Coral Gables and downtown Miami. Florida City residents often endure severe traffic congestion and prohibitive commuting times while traveling to these locations for work and/or recreation.

Florida City, City Commission supports the expansion of public transportation facilities within the County in order to alleviate traffic congestion, establish alternative environmentally friendly methods of transportation and increase the mobility of residents through the County.

The extension of the Miami-Dade County Metrorail system from its present southernmost station located in South Dadeland to the City of Florida City would serve to provide residents of the City of Florida City, as well as the rest of the southern portion of the County, an environmentally friendly mode of public transportation that would alleviate traffic congestion and increase mobility throughout the County.

The City Commission strongly supports the extension of the Miami-Dade County Metrorail system to the City of Florida City.

Resolution No: 15-06 supports the extension of the Miami-Dade County Metrorail system from the South Dadeland station to the City of Florida City.

A Motion was made by Commissioner Berry for the Clerk to read Resolution No: 15-06 by caption only. Seconded by Commissioner Butler. All voted in favor. The Motion was carried.

The floor opened for public comments. There were no comments from the public. The floor closed.

A Motion was made by Commissioner Brown for the passing and adoption of Resolution No: 15-06. Seconded by Commissioner Butler. All voted in favor. The Motion was carried.

RESOLUTION NO: 15-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, SUPPORTING THE EXTENTION OF THE MIAMI-DADE COUNTY METRORAIL SYSTEM FROM THE SOUTH DADELAND STATION TO THE CITY OF FLORIDA CITY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Florida City is located more than 25 miles from Miami-Dade County's (the "County") major employment and cultural centers in Coral Gables and downtown Miami; and

WHEREAS, Florida City residents often endure severe traffic congestion and prohibitive commuting times while traveling to these locations for work and/or recreation; and

WHEREAS, the City Commission supports of the expansion of public transportation facilities within the County in order to alleviate traffic congestion, establish alternative environmentally friendly methods of transportation and increase the mobility of residents throughout the County; and

WHEREAS, the extension of the Miami-Dade County Metrorail system from its present southernmost station located in South Dadeland to the City of Florida City would serve to provide residents of the City of Florida City, as well as the rest of the southern portion of the County, an environmentally friendly mode of public transportation that would alleviate traffic congestion and increase mobility throughout the County.

WHEREAS, the City Commission strongly supports the extension of the Miami-Dade County Metrorail system to the City of Florida City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Metrorail Extension Encouraged. That the City Commission hereby expresses its strong support for the extension of the Miami-Dade County Metrorail system from its present southernmost station to the City of Florida City.

Section 3. Implementation. That the City Commission hereby directs the City Clerk to transmit a certified copy of this resolution to the Miami Dade County Board of County Commissioners, the Board of Miami-Dade County Metropolitan Planning Organization and the Miami-Dade Citizens Independent Transportation Trust.

RESOLUTION NO: 15-06

Section 4. Effective Date. That this Resolution shall take effect immediately upon adoption hereof.

PASSED AND ADOPTED THIS 24th day of March, 2015.


OTIS T. WALLACE, MAYOR

ATTEST:


JENNIFER A. EVELYN, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


JEFF P. CAZEAU, CITY ATTORNEY

Offered by: **MAYOR**

Motion to adopt by Comm. Brown seconded by Comm. Butler

FINAL VOTE AT ADOPTION

Mayor Otis T. Wallace	<u>Yes</u>
Vice Mayor R. S. Shiver	<u>Yes</u>
Commissioner Eugene D. Berry	<u>Yes</u>
Commissioner Avis Brown	<u>Yes</u>
Commissioner Sharon Butler	<u>Yes</u>