

ORDINANCE NO. 2022-__

AN ORDINANCE OF THE VILLAGE OF PINECREST, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF PINECREST AND CITY OF SOUTH MIAMI REGARDING REAL PROPERTIES ALONG KENDALL DRIVE, LOCATED WITHIN THE MUNICIPAL BOUNDARIES OF BOTH THE VILLAGE OF PINECREST AND CITY OF SOUTH MIAMI; PROVIDING FOR AUTHORIZATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it has come to the attention of the Village of Pinecrest (“Village”) and City of South Miami (“City”) that certain properties along Kendall Drive are located, in part, within both the municipal boundaries of the Village and the City (the “Properties”); and

WHEREAS, Florida Statutes Sections 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969,” as amended, permits local governments to make the most efficient use of their powers to enable them to cooperate with other local governments on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Village and the City find that it is in the best interests of each to enter into an Interlocal Agreement to outline the procedures and responsibilities, setting forth the terms and conditions, inclusive of development regulations, zoning, code compliance, review and approval of permits, and other related matters (the “Agreement”); and

WHEREAS, pursuant to Section. 163.01 of the Florida Statutes (the “Florida Interlocal Cooperation Act of 1969”), the Village and City have the authority to enter into this Agreement, as set forth in Exhibit “A,” attached hereto and incorporated for all purposes; and

WHEREAS, this Agreement, as set forth herein, meets the minimum requirements outlined in Florida Statutes Section 163.01; and

WHEREAS, the Village Council finds that the adoption of this Ordinance is in the best interests and welfare of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA, AS FOLLOWS:

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

Section 2. **Approval.** The Village Council hereby approves the Agreement in substantially the same form as provided for in Exhibit “A” attached hereto, subject to the Village Attorney’s approval as to form, content and legal sufficiency.

Section 3. **Authorization.** The Village Council hereby authorizes the Village Manager to execute the Agreement in substantially the same form as provided for in Exhibit “A” attached hereto, subject to the Village Attorney’s approval as to form, content and legal sufficiency.

Section 4. **Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. **Conflict.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. **Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this 8th day of February, 2022.

PASSED AND ADOPTED on second reading this 12th day of April, 2022.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Motion on Second Reading by:
Second on Second Reading by:

Vote:

**INTERLOCAL AGREEMENT
BETWEEN
THE VILLAGE OF PINECREST
AND
CITY OF SOUTH MIAMI**

THIS INTERLOCAL AGREEMENT (the “Agreement”) by and between the Village of Pinecrest, a Florida municipal corporation organized under the laws of the State of Florida (the “Village”), and the City of South Miami, a municipal corporation organized under the laws of the State of Florida (the “City”), is entered into this ___ day of _____, 2022.

WITNESSETH

WHEREAS, Florida Statutes Sections 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969,” as amended, permits local governments to make the most efficient use of their powers to enable them to cooperate with other local governments on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Village and the City find that it is in the best interests of each to enter into an Interlocal Agreement with regard to certain real properties each of which encroach on the municipal boundaries of both the Village and the City; and

WHEREAS, the real properties described in Exhibit “A,” attached hereto and made a part hereof for all purposes, are located substantially within the municipal boundary of the Village (the “Village Property” or “Village Properties”); and

WHEREAS, the real properties described in Exhibit “B,” attached hereto and made a part hereof for all purposes are located substantially within the municipal boundary of the City (the “City Property” or “City Properties”); and

WHEREAS, the Village Properties and City Properties are further described within that certain map attached hereto and made a part hereof for all purposes as Exhibit “C”; and

WHEREAS, the real property described in Exhibit “A”, in Exhibit “B,” and further described in Exhibit “C” attached hereto and made a part hereof for all purposes, jointly makes up the “Properties” or “Property”; and

WHEREAS, the Village and City mutually desire to enter into this Agreement in order to set forth the covenants, terms, and conditions for such items relating to the Properties, inclusive of development regulations, zoning, code compliance, and other related matters; and

WHEREAS, pursuant to Section. 163.01 of the Florida Statutes (the “Florida Interlocal Cooperation Act of 1969”), the Village and City have the authority to enter into this cooperative Agreement; and

WHEREAS, this Agreement, as set forth herein, meets the minimum requirements outlined in Florida Statutes Section 163.01; and

WHEREAS, this Agreement serves a public purpose, and is in the best interest of the Village and the City.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Village and City enter into this Interlocal Agreement and agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The Village and the City through their applicable personnel involved in their respective fields will consult with each other as to any building, planning, zoning, permitting, regulatory, and other related issues of municipal concern regarding the Village Properties and City Properties or any one of them as applicable.
3. The Village has the responsibility for the review, process, and approve all zoning, building and code compliance matters for those properties shown as the Village Properties. Accordingly, it may charge for and receive any and all process, permit, impact fees or other fees normally charged by the Village in the development and construction of any portion of the Village Properties. The Village building official has the responsibility for the issuance of all Certificates of Occupancy or Certificates of Completion for those properties shown as the Village Properties.
4. The City has the responsibility for the review, process, and approve zoning, building and code compliance matters for those properties shown as the City Properties. Accordingly, it may charge for and receive any and all process, permit, impact fees or other fees normally charged by the City in the development and construction of any portion of the City Properties. The City building official has the responsibility for the issuance of all Certificates of Occupancy or Certificates of Completion for those properties shown as the City Properties.
5. In the instance in which the Village is issuing a permit, the Village's Zoning Code and other land development regulations shall be applied with respect to the review and approval of development on the Properties. Likewise, in the instance in which the City is issuing a permit, the City's Zoning Code and other land development regulations shall be applied with respect to the review and approval of development on the Properties. The City agrees that the Village may approve plat(s) for the Village Properties pursuant to Section 177.071, Florida Statutes. Likewise, the Village agrees that the City may approve plat(s) for the City Properties pursuant to Section 177.071, Florida Statutes.
6. The Parties agree that pursuant to Section 468.617, Florida Statutes, the Village's building code inspector may serve as the building inspector for the Village Properties and the City's building code inspector may serve as the building inspector for the City Properties.

7. The Village and the City acknowledge and agree that the Miami-Dade County Property Appraiser and Tax Collector's offices will continue to appraise the Properties, certify the annual tax roll, and collect real property ad valorem tax revenues for the Village Properties and City Properties and allocate the tax revenues in the same manner in which it has done so in the years prior to the execution of this Agreement.
8. The term of this Agreement is for an initial period of five (5) years from the Effective Date. The Agreement will automatically renew for additional five-year terms unless terminated as provided for in this Agreement.
9. Either party may terminate this Agreement for good cause, which is any cause found by a majority vote of either the Village Council or the City Commission to be in the interests of the public health, safety, and general welfare to require termination at any time by giving the other party three hundred sixty-five (365) days advance written notice of such termination.
10. All notices required pursuant to this Agreement must be in writing and must be delivered by hand or by United States Postal Services, certified mail service, postage prepaid, return receipt requested, addressed to the following addresses of record:

Yocelyn Galiano, Village Manager, or the manager's successor in office
The Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, FL 33156

Shari Kamali, City Manager, or the manager's successor in office
City of South Miami City Hall
6130 Sunset Drive
South Miami, FL 33143
11. The parties will attempt to resolve their disputes and controversies arising under this Agreement by the Procedural Options Afforded by the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes, as amended. This will be a condition precedent to any civil action between the parties arising out of this Agreement.
12. Florida law applies to the interpretation of this Agreement. Venue is in Miami-Dade County, Florida.
13. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof can be predicated upon any prior representations or agreements whether oral or written. Any amendments to or waivers of the provisions herein must be made by the parties in writing.

14. This Agreement may be recorded in the Public Records of Miami-Dade County for the purposes of public notice and information.

15. Effective Date means the date that this Agreement is fully executed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement this ____ day of _____, 2022.

VILLAGE OF PINECREST

CITY OF SOUTH MIAMI

By: _____
Yocelyn Galiano, Village Manager

By: _____
Shari Kamali, City Manager

ATTEST:

ATTEST:

By: _____,
Priscilla Torres, Village Clerk

By: _____
Nkenga Payne, City Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

APPROVED AS TO FORM, LANGUAGE LEGAL SUFFICIENCY, AND EXECUTION THEREOF:

By: _____
Weiss Serota Helfman Cole + Bierman, City Attorney

By: _____
Thomas Pepe, City Attorney

Exhibit "A"

Village Properties

(Located in Miami-Dade County within the Village of Pinecrest)

- 1. Folio No. 09-4036-000-0920
Folio No. 20-5001-001-0080
(a/k/a: 5811 N. Kendall Drive)**

- 2. Folio No. 09-4036-000-0910
Folio No. 20-5001-001-0070
(a/k/a: 5795 N. Kendall Drive)**

- 3. Folio No. 09-4036-000-0930
Folio No. 20-5001-001-0100
(a/k/a: 5787 SW 88 Street)**

Exhibit "B"
City Properties

(Located in Miami-Dade County within the City of South Miami)

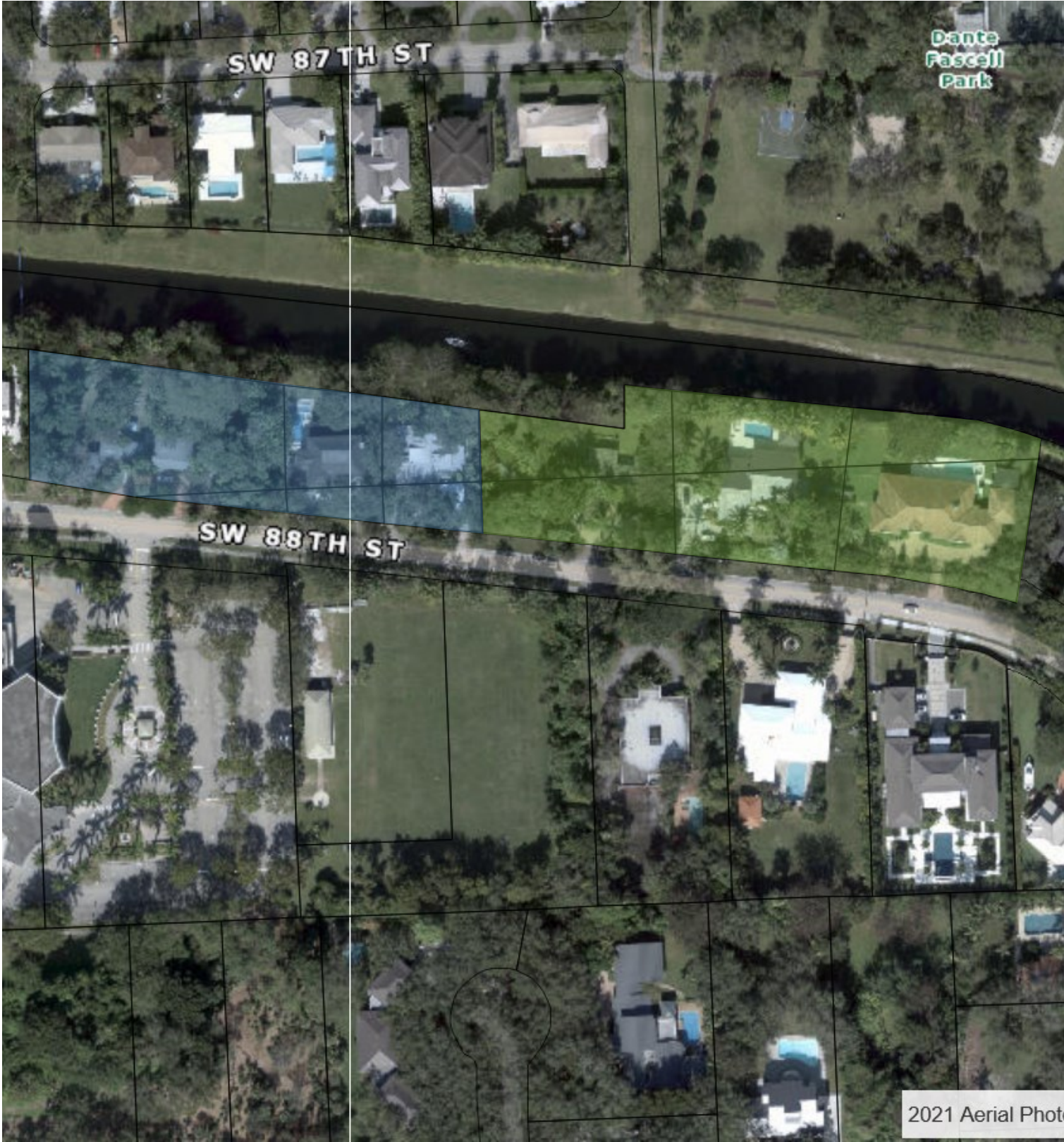
- 1. Folio No. 09-4036-000-0950
Folio No. 20-5001-001-0410
(a/k/a: 5865 SW 88 Street)**

- 2. Folio No. 09-4036-000-0960
Folio No. 20-5001-001-0400
(a/k/a: 5855 SW 88 Street)**

- 3. Folio No. 09-4036-000-0940
Folio No. 20-5001-001-0401
(a/k/a: 5845 SW 88 Street)**

Exhibit “C”
Map of
Village Properties and City Properties

Exhibit C



- Village Properties
- City Properties