

# **Town of Miami Lakes, Florida**

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## **AGENDA**

### **Special Meeting**

**November 15, 2017**

**4:30 PM**

### **Government Center**

6601 Main Street Miami Lakes, FL 33014

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Moment of Silence**
- 5. Public Comments**

All comments or questions from the attending public to the Council shall be directed to the Mayor, in a courteous tone. No person other than the Council and the person recognized by the Mayor as having the floor, shall be permitted to enter into discussion without the permission of the Mayor. To ensure the orderly conduct and efficiency of the meeting, public comments shall be limited to three (3) minutes maximum per person; however, the Mayor may authorize the extension of the aforesaid time frame, and any extension shall apply to other individuals speaking on the same subject.

No clapping, applauding, heckling, verbal outburst in support of, or in opposition to a speaker or his/her remarks shall be permitted. Should a member of the audience become unruly, or behave in any manner that disrupts the orderly and efficient conduct of the meeting, the Mayor is given the right and the authority to require such person to leave the Council Chambers.

As a courtesy to others, all electronic devices must be set to silent mode to avoid disruption of the proceedings.

## **6. Resolutions**

**A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AMONG F71-1, LLC, F69-1, LLC, LENNAR HOMES, LLC, AND THE TOWN OF MIAMI LAKES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE (Gastesi)**

**B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ISSUE A WORK ORDER TO HW LOCHNER UNDER CONTRACT 2017-32HL; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS;**

**MODIFYING BUDGETED LINE ITEMS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK ORDER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.(Rey)**

**7. Adjournment**

This meeting is open to the public. A copy of this Agenda and the backup therefore, has been posted on the Town of Miami Lakes Website at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) and is available at Town Hall, 6601 Main Street, Miami Lakes 33014. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact Town Hall at 305-364-6100 two days prior to the meeting.

Anyone wishing to appeal any decision made by the Miami Lakes Town Council with respect to any matter considered at this meeting or hearing will need a record of the proceedings and for such purpose, 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.

Any member of the public wishing to speak on a public hearing matter on this Agenda or under public comments for items not on this Agenda, should fill out a speaker card and provide it to the Town Clerk, prior to commencement of the meeting. Any person presenting documents to the Town Council should provide the Town Clerk with a minimum of 12 copies.



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor & Councilmembers  
**From:** Raul Gastesi, Town Attorney  
**Subject:** First Amendment to Development Agreement among F71-1, LLC, F-69-1, LLC, Lennar Homes, LLC, and the Town of Miami Lakes  
**Date:** 11/15/2017

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**Recommendation:**

Please see Memo attached.

**Background:**

Please see Memo attached.

**ATTACHMENTS:**

Description

Memorandum

Resolution Approving the First Amendment to Development Agreement

Development Exhibit A: First Amendment to Development Agreement



# WEISS SEROTA HELFMAN COLE & BIERMAN

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

## MEMORANDUM

**TO:** Honorable Mayor and Town Council of the Town of Miami Lakes

**FROM:** Matthew Mandel, Esq., Matthew Ramenda, Esq., and Haydee Sera, Esq.

**DATE:** November 15, 2017

**RE:** First Public Hearing to Consider a First Amendment to Development Agreement among F71-1, LLC, F69-1, LLC, Lennar Homes, LLC, and the Town of Miami Lakes as a result of the settlement of *F71-1, LLC and F69-1, LLC v. Town of Miami Lakes* (Case No.: 2016-015279-CA-01) (the "Breach of Contract Lawsuit") and the following lawsuits (the "Public Records Lawsuits"):  
*F71-1, LLC v. Ceasar Mestre* (Case No.: 2017-006866-CA-01);  
*F71-1, LLC v. Manny Cid* (Case No.: 2017-006887-CA-01);  
*F71-1, LLC v. Tim Daubert* (Case No.: 2017-006885-CA-01);  
*F71-1, LLC v. Tony Lama* (Case No.: 2017-006891-CA-01);  
*F71-1, LLC v. Frank Mingo* (Case No.: 2017-006892-CA-01); and  
*F71-1, LLC v. Nelson Rodriguez* (Case No.: 2017-006900-CA-01)

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### Recommendation:

It is recommended that the Town of Miami Lakes (the "Town") Council move to adopt a Resolution approving a First Amendment to Development Agreement among F71-1, LLC, F69-1, LLC, Lennar Homes, LLC, and the Town.

### Background:

On March 28, 2011, the Town Council adopted Resolution No. 11-883, which approved a Chapter 163, Florida Statutes, Development Agreement (the "Development Agreement") concerning the future development of certain Property more particularly defined therein as "Parcel A," "Parcel B," and "Parcel C," which Property is generally located at the northeast and northwest corners of NW 154<sup>th</sup> Street and NW 87<sup>th</sup> Avenue.

Pursuant to Sections 9 and 10 of the Development Agreement, the first developer ("First Developer") of any of the three parcels identified in the Development Agreement is required to complete the following roadway infrastructure improvements ("Roadway Improvements"):

1. construction of an additional southbound left-turn lane at NW 82nd Avenue and

- NW 154th Street;
2. construction of an exclusive westbound right-turn lane at NW 82nd Avenue and NW 154th Street;
3. construction of an exclusive eastbound right-turn lane at NW 82nd Avenue and NW 154th Street;
4. construction of an additional eastbound through lane on NW 154th Street from NW 79th Court to NW 77th Court;
5. construction of an additional southbound left-turn lane at NW 154th Street and NW 79th Avenue; and,
6. construction of an exclusive northbound right-turn lane at NW 138th Street and NW 87th Avenue.
7. completion of construction of NW 154th Street to 60 feet west of NW 89th Avenue prior to issuance of the first building permit, and
8. completion of landscaping of NW 87th Avenue adjacent to its property (including medians).

Parcel A was acquired by Lennar Homes LLC (“Lennar”) who became the “First Developer” under the Development Agreement.

On June 7, 2016, the Town Council, pursuant to Resolution 15-1336 and Ordinance 16-192, adopted a Resolution confirming that Lennar could satisfy the Town’s transportation concurrency requirements for the residential development of the Property by paying the applicable mobility fee. Pursuant to Resolution 15-1336 and Ordinance 16-192, the First Developer and the Town have agreed to dispense with the required construction of Item Nos. 1 through 5 of the Roadway Improvements in exchange for the First Developer paying a mobility fee. Item No. 6 of the Roadway Improvements is not within the jurisdiction of the Town. Lennar has agreed to perform and is in the process of completing Item No. 7 of the Roadway Improvements and Miami-Dade County has agreed to perform and is in the process of completing Item No. 8 of the Roadway Improvements.

On June 23, 2016, F71-1, LLC and F69-1, LLC filed a lawsuit against the Town alleging breach of the Development Agreement. The lawsuit is pending in Miami-Dade Circuit Court as *F71-1, LLC and F69-1, LLC v. Town of Miami Lakes* (Case No.: 2016-015279-CA-01) (the “Breach of Contract Lawsuit”).

On March 22, 2017, F71-1, LLC filed six separate lawsuits against Town Councilmembers alleging violations of Chapter 119, Florida Statutes (Florida’s Public Records Act). The lawsuits are pending in Miami-Dade Circuit Court as follows: *F71-1, LLC v. Ceasar Mestre* (Case No.: 2017-006866-CA-01); *F71-1, LLC v. Manny Cid* (Case No.: 2017-006887-CA-01); *F71-1, LLC v. Tim Daubert* (Case No.: 2017-006885-CA-01); *F71-1, LLC v. Tony Lama* (Case No.: 2017-006891-CA-01); *F71-1, LLC v. Frank Mingo* (Case No.: 2017-006892-CA-01); and *F71-1, LLC v. Nelson Rodriguez* (Case No.: 2017-006900-CA-01) (collectively, the “Public Records Lawsuits”). F71-1, LLC later amended the Public Records Lawsuits to include the Town as a defendant.

Over the last several months, the Town, F71-1, LLC, and F69-1, LLC have been involved in settlement negotiations to resolve the Breach of Contract Lawsuit and the Public Records Lawsuits. At the July 25, 2017 Town Council meeting, the Town Council adopted Resolution No. 17-1467 approving and ratifying the terms and conditions of a settlement agreement in the Breach of

Contract Lawsuit and the Public Records Lawsuits. Although the Town Council approved the settlement agreement, it was not executed by the parties who felt further, substantive revisions should be made to the settlement agreement.

As such, between July 25, 2017 and October 18, 2017, the parties conducted further settlement negotiations and revised the settlement agreement. On October 18, 2017, the Town Council adopted Resolution No. 17-1488 approving the revised Settlement Agreement (the "Settlement").

The approved Settlement requires that the Development Agreement be modified to reflect the changes contemplated by the Settlement (i.e., to reflect and confirm the actions taken by the Town and/or the First Developer with respect to the Roadway Improvements as described in Resolution No. 16-1383 and the Settlement Agreement). The Parties have agreed to amend and/or modify the Development Agreement in accordance with Section 163.3225, Florida Statutes, which requires two public hearings and compliance with certain notice requirements, including publication in a newspaper of general circulation approximately 7 days before each public hearing. Pursuant to the Settlement, the amendments to the Development Agreement must take place within forty-five days of the execution of the Settlement.

As litigation counsel for the Town and the Councilmembers in the Breach of Contract and Public Records Lawsuits, and in furtherance of the Settlement, our Firm has drafted a First Amendment to the Development Agreement ("First Amendment"). In accordance with the Town's previous actions and the Settlement, the First Amendment only modifies Sections 9 and 10 of the Development Agreement. All other provisions of the Development Agreement remain the same.

The proposed First Amendment has been reviewed by the Town Attorney, Raul Gastesi, Jr., Esq., and the Town's Land Use Counsel, Nancy Stroud, Esq. In addition, the First Amendment has been circulated for review to counsel for the parties to the Agreement, to wit: Melissa Tapanes, Esq. of Bercow Radell Fernandez & Larkin as land use counsel for F71-1, LLC and F69-1, LLC, and Juan Mayol, Esq. of Holland & Knight as land use counsel for Lennar Homes, LLC.

If the Council approves of the First Amendment at the first public hearing on November 15, 2017, a second public hearing will take place during the regular Town Council meeting on December 5, 2017 at 6:30 p.m. Pursuant to Section 163.3225, Florida Statutes, the day, time, and place at which the second public hearing will be held must be announced at the first public hearing.

After the second hearing, if the Council adopts the Resolution approving the First Amendment, certain actions are to take place pursuant to the Settlement Agreement. These actions include: F71-1, LLC and F69-1, LLC dismissing with prejudice the Breach of Contract and Public Records Lawsuits. In addition, the Town will pay or cause F71-1, LLC and F69-1, LLC to be paid \$86,575.94 in full settlement of the Breach of Contract Lawsuit and the Public Records Lawsuits within five business days of the Final Public Hearing Approval (as defined in the Settlement Agreement).

We are available to answer the Council's questions regarding these matters.

**Attachments:**

1. Resolution
2. Resolution - Exhibit A: First Amendment to Development Agreement

**RESOLUTION NO. 17-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE  
TOWN OF MIAMI LAKES, FLORIDA APPROVING A  
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
AMONG F71-1, LLC, F69-1, LLC, LENNAR HOMES, LLC,  
AND THE TOWN OF MIAMI LAKES; PROVIDING FOR  
INCORPORATION OF RECITALS; PROVIDING FOR  
AUTHORIZATION; PROVIDING FOR EXECUTION; AND  
PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on March 28, 2011, the Town of Miami Lakes (the “Town”) Council adopted Resolution No. 11-883, which approved a Chapter 163, Florida Statutes, Development Agreement (the "Development Agreement") concerning the future development of certain Property more particularly defined therein as “Parcel A,” “Parcel B,” and “Parcel C,” and

**WHEREAS**, the parties to the original Development Agreement were F71-1, LLC, F69-1, LLC and the Town; and

**WHEREAS**, F71-1, LLC and F69-1, LLC are the legal and equitable owners of those certain parcels of land, located at the Northwest and Northeast corners of Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town and identified by Miami-Dade County Tax Folio No. 32-2016-000-0020 (“Parcel C” or “Dunnwoody Lake Commercial Area”) and 32-2015-001-0500 (“Parcel B” or “Dunnwoody Forest”); and

**WHEREAS**, on January 7, 2016, Lennar Homes, LLC (“Lennar”) acquired from F71-1, LLC and became the developer of that certain parcel of land, located at the Northwest corner of Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town, as identified by Miami-Dade County Tax Folio No. 32-2016-000-0040 and as identified in Miami-Dade County Official Records at Plat Book 172 Page 35 (“Parcel A” or “Dunnwoody Lake Residential Area”); and

**WHEREAS**, pursuant to Sections 9 and 10 of the Development Agreement, the first developer (“First Developer”) of any of the three parcels identified in the Development Agreement is required to complete certain roadway infrastructure improvements to achieve a transportation final concurrency determination (“Roadway Improvements”); and

**WHEREAS**, after approving the Development Agreement, on February 3, 2015, by Resolution No. 15-1281, the Town commissioned an Alternative to Concurrency Study to encourage multimodal concurrency mitigation to supplement more traditional on and off-site transportation improvements (such as those contemplated in Section 9(b) of the Development Agreement), and determine methods to allow for the mitigation of transportation impacts of development that will more equitably fund multimodal mobility improvements rather than only

automobile related improvements, as well as encourage better quality development and be more business friendly by providing for a simpler and less time-intensive approval process; and

**WHEREAS**, on November 3, 2015, the Town adopted Resolution No. 15-1336, which established that F71-1, LLC could satisfy the Town's transportation concurrency requirements for the development of the Dunnwoody Lake Residential Area by voluntarily selecting from a number of alternatives, including providing for alternative mitigation as set forth in the Alternative to Concurrency Study, if adopted by the Town Council; and

**WHEREAS**, on April 16, 2016, the Town Council adopted Ordinance No. 16-192 (the "Mobility Fee Ordinance"); and

**WHEREAS**, Section 13-2009(g) of the Mobility Fee Ordinance provides that, "a property owner with an existing transportation concurrency determination or determination of vested rights may voluntarily, subject to acceptance by the Town, choose to forego that previous determination and instead be subject to [the] Mobility Fee Ordinance;" and

**WHEREAS**, Lennar requested that the Town reaffirm the findings of Resolution No. 15-1336 by accepting its payment of the applicable mobility fee under the Mobility Fee Ordinance in lieu of the transportation concurrency determination made under the Development Agreement; and

**WHEREAS**, on June 7, 2016, the Town Council adopted Resolution No. 16-1383, confirming that Lennar could satisfy the Town's transportation concurrency requirements for the residential development of the Property by paying the applicable mobility fee under the Mobility Fee Ordinance; and

**WHEREAS**, a dispute has arisen between F71-1, LLC, F69-1, LLC, and the Town concerning F71-1, LLC and F69-1, LLC's remaining obligations regarding the Roadway Improvements, which dispute is pending in Miami-Dade Circuit Court and styled *F71-1, LLC and F69-1, LLC v. Town of Miami Lakes* (Case No.: 2016-015279-CA-01) (the "Breach of Contract Lawsuit"); and

**WHEREAS**, disputes have also arisen between F71-1, LLC, Town Councilmembers and the Town concerning alleged violations of Chapter 119, Florida Statutes (Florida's Public Records Act), which disputes are pending in Miami-Dade Circuit Court and are styled as follows (collectively, the "Public Records Lawsuits"): *F71-1, LLC v. Ceasar Mestre* (Case No.: 2017-006866-CA-01); *F71-1, LLC v. Manny Cid* (Case No.: 2017-006887-CA-01); *F71-1, LLC v. Tim Daubert* (Case No.: 2017-006885-CA-01); *F71-1, LLC v. Tony Lama* (Case No.: 2017-006891-CA-01); *F71-1, LLC v. Frank Mingo* (Case No.: 2017-006892-CA-01); and *F71-1, LLC v. Nelson Rodriguez* (Case No.: 2017-006900-CA-01); and



**WHEREAS**, the Town, F71-1, LLC, and F69-1, LLC have agreed to settle the Breach of Contract Lawsuit and the Public Records Lawsuits; and

**WHEREAS**, on July 25, 2017, the Town Council adopted Resolution No. 17-1467 approving and ratifying the terms and conditions of a settlement agreement in the Breach of Contract Lawsuit and the Public Records Lawsuits; and

**WHEREAS**, subsequent to the adoption of Resolution No. 17-1467, the Town, F71-1, LLC, and F69-1, LLC engaged in further settlement discussions and agreed to revise their agreement, which, although approved by the Town Council, had not been executed by any of the parties; and

**WHEREAS**, on October 18, 2017, the Town Council adopted Resolution No. 17-1488 approving and ratifying the terms and conditions of a revised settlement agreement in the Breach of Contract Lawsuit and the Public Records Lawsuits (the “Settlement”); and

**WHEREAS**, the Settlement requires that the Development Agreement be modified to reflect the changes contemplated by the Settlement, which confirm the actions taken by the Town in Resolution No. 16-1383; and

**WHEREAS**, the Town Council has considered the First Amendment to the Development Agreement, attached hereto as Exhibit “A,” at two duly and properly noticed public hearings on November 15, 2017 and December 5, 2017, in compliance with Section 163.3225 of the Florida Local Government Development Agreement Act; and

**WHEREAS**, the Town Council finds that the First Amendment to the Development Agreement is consistent with the Town’s Comprehensive Plan and land development regulations; and

**WHEREAS**, the Town Council has determined that it is in the public interest to address the issues covered by the First Amendment to the Development Agreement in a comprehensive manner and at two public hearings, in compliance with all applicable laws, ordinances, plans, rules and regulations of the Town, while allowing the F71-1, LLC, F69-1, LLC, and Lennar to proceed in the development of the Property in accordance with existing laws and policies, subject to the terms of the First Amendment to the Development Agreement; and

**WHEREAS**, the Town Council finds that is in the best interest of the Town to approve the First Amendment to the Development Agreement.

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

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

**Section 2.**     **Approval.** The Town Council hereby approves of the First Amendment to the Development Agreement attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

**Section 3.**     **Authorization.** The Town Manager, the Town Attorney, and litigation counsel at Weiss Serota Helfman Cole & Bierman, P.L. are authorized to take all actions necessary to implement the terms and conditions of the First Amendment to the Development Agreement.

**Section 4.**     **Execution.** The Mayor is authorized to execute the First Amendment to the Development Agreement on behalf of the Town in the form attached hereto as Exhibit “A.”

**Section 5.**     **Effective Date.** This Resolution shall take effect immediately upon adoption.

**[THIS SPACE INTENTIONALLY LEFT BLANK.]**

**PASSED AND ADOPTED** this \_\_\_\_\_ day of December, 2017.

The foregoing Resolution was moved for adoption by \_\_\_\_\_ and seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Mayor Manny Cid \_\_\_\_\_

Vice Mayor Frank Mingo \_\_\_\_\_

Councilmember Luis Collazo \_\_\_\_\_

Councilmember Tim Daubert \_\_\_\_\_

Councilmember Ceasar Mestre \_\_\_\_\_

Councilmember Nelson Rodriguez \_\_\_\_\_

Councilmember Marilyn Ruano \_\_\_\_\_

\_\_\_\_\_  
Manny Cid  
MAYOR

Attest:

\_\_\_\_\_  
Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

**EXHIBIT A**

**(First Amendment to Development Agreement)**

## **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter, the "Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 ("Execution Date"), by and among F71-1, LLC and F69-1, LLC (together, the "Owner"), Lennar Homes, LLC (hereinafter, "Lennar"), and the Town of Miami Lakes, Florida, a Florida municipal corporation (hereinafter, the "Town"), who shall collectively be referred to as the "Parties."

### **WITNESSETH:**

**WHEREAS**, on March 28, 2011, the Owner and the Town entered into a Development Agreement ("Agreement"), which was approved by Town Resolution No. 11-883; and

**WHEREAS**, the Owner is the legal and equitable owner of those certain parcels of land, located at the Northwest and Northeast corners of Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town and identified by Miami-Dade County Tax Folio No. 32-2016-000-0020 ("Parcel C" or "Dunnwoody Lake Commercial Area") and 32-2015-001-0500 ("Parcel B" or "Dunnwoody Forest"); and

**WHEREAS**, on January 7, 2016, Lennar acquired from the Owner and became the developer of that certain parcel of land, located at the Northwest corner of Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town, as identified by Miami-Dade County Tax Folio No. 32-2016-000-0040 and as identified in Miami-Dade County Official Records at Plat Book 172, Page 35 ("Parcel A" or "Dunnwoody Lake Residential Area"); and

**WHEREAS**, together, Dunnwoody Lake – Parcel A, Dunnwoody Lake Commercial Area, and Dunnwoody Forest shall collectively be referred to as the "Property;" and

**WHEREAS**, Section 9 of the Agreement sets forth the requirements and conditions for Transportation Final Concurrency Determination; and

**WHEREAS**, pursuant to Sections 9 and 10 of the Agreement, Lennar, as the first developer of a portion of the Property, was required to complete the following roadway infrastructure improvements (collectively, the "Roadway Improvements"):

Roadway Improvement No. 1. construction of an additional southbound left-turn lane at NW 82nd Avenue and NW 154th Street (pursuant to Section 9(a)(v) of the Agreement);

Roadway Improvement No. 2. construction of an exclusive westbound right-turn lane at NW 82nd Avenue and NW 154th Street (pursuant to Section 9(a)(v) of the Agreement);

Roadway Improvement No. 3. construction of an exclusive eastbound right-turn lane at NW 82nd Avenue and NW 154th Street (pursuant to Section 9(a)(v) of the Agreement);

Roadway Improvement No. 4. construction of an additional eastbound through lane on NW 154th Street from NW 79th Court to NW 77th Court (pursuant to Section 9(b)(i) of the Agreement);

Roadway Improvement No. 5. construction of an additional southbound left-turn lane at NW 154th Street and NW 79th Avenue (pursuant to Section 9(b)(ii) of the Agreement);

Roadway Improvement No. 6. construction of an exclusive northbound right-turn lane at NW 138th Street and NW 87th Avenue (pursuant to Section 9(b)(iii) of the Agreement);

Roadway Improvement No. 7. completion of construction of NW 154th Street to 60 feet west of NW 89th Avenue prior to issuance of the first building permit (pursuant to Section 9(a)(iv) of the Agreement); and

Roadway Improvement No. 8. completion of landscaping of NW 87th Avenue adjacent to its property (including medians); and

**WHEREAS**, after approving the Agreement, the Town commissioned an Alternative to Concurrency Study to encourage multimodal concurrency mitigation to supplement more traditional on and off-site transportation improvements (such as those contemplated in Section 9(b) of the Agreement), and determine methods to allow for the mitigation of transportation impacts of development that will more equitably fund multimodal mobility improvements rather than only automobile related improvements, as well as encourage better quality development and be more business friendly by providing for a simpler and less time-intensive approval process; and

**WHEREAS**, on November 3, 2015, the Town adopted Resolution No. 15-1336, which established that F71-1, LLC could satisfy the Town's transportation concurrency requirements for the development of the Dunnwoody Lake Residential Area by voluntarily selecting from a number of alternatives, including providing for alternative mitigation as set forth in the Alternative to Concurrency Study, if adopted by the Town Council; and

**WHEREAS**, on April 16, 2016, the Town Council adopted Ordinance No. 16-192 (the "Mobility Fee Ordinance"); and

**WHEREAS**, Section 13-2009(g) of the Mobility Fee Ordinance provides that, "a property owner with an existing transportation concurrency determination or determination of vested rights may voluntarily, subject to acceptance by the Town, choose to forego that previous determination and instead be subject to [the] Mobility Fee Ordinance;" and

**WHEREAS**, Lennar requested that the Town reaffirm the findings of Resolution No. 15-1336 by accepting its payment of the applicable mobility fee under the Mobility Fee Ordinance in lieu of the transportation concurrency determination made under the Agreement; and

**WHEREAS**, on June 7, 2016, the Town Council adopted Resolution No. 16-1383, confirming that Lennar could satisfy the Town's transportation concurrency requirements for the Dunnwoody Lake Residential Area by paying the applicable mobility fee under the Mobility Fee Ordinance; and

**WHEREAS**, on June 23, 2016, the Owner initiated litigation, styled as *F71-1, LLC and F69-1, LLC v. Town of Miami Lakes*, Case No. 2016-015279-CA-01 in the Circuit Court of the 11<sup>th</sup> Judicial Circuit ("Breach of Contract Lawsuit"), to determine the Owner's obligations regarding the Roadway Improvements; and

**WHEREAS**, on March 22, 2017, the Owner initiated the following lawsuits alleging violations of Chapter 119, Florida Statutes (the "Public Records Lawsuits"), which are pending in the Circuit Court of the 11<sup>th</sup> Judicial Circuit: *F71-1, LLC v. Ceasar Mestre*, Case No. 17-006866-CA-01; *F71-1, LLC v. Manny Cid*, Case No.: 17-006887-CA-01; *F71-1, LLC v. Tim Daubert*, Case No.: 17-006885-CA-01; *F71-1, LLC v. Tony Lama*, Case No.: 17-006891-CA-01; *F71-1, LLC v. Frank Mingo*, Case No.: 17-006892-CA-01; and *F71-1, LLC v. Nelson Rodriguez*, Case No.: 17-006900-CA-01; and

**WHEREAS**, to avoid the expense of continued litigation, the Owner and the Town have entered into a settlement agreement ("Settlement") to settle the Breach of Contract Lawsuit and the Public Records Lawsuits, which Settlement requires that the Agreement be modified to reflect the changes contemplated by the Settlement, which confirm the actions taken by the Town in Resolution No. 16-1383; and

**WHEREAS**, the Parties acknowledge and agree that Lennar and the Town, by Resolution No. 16-1383, Resolution No. 15-1336, and Ordinance No. 16-192, have dispensed with the required construction of Roadway Improvements Nos. 1 through and including 5 in exchange for Lennar's payment of a mobility fee, which the Town confirms having received; and

**WHEREAS**, the Town reaffirms its previous finding that Lennar's payment of the mobility fee is of greater benefit to the Town than the construction of Roadway Improvements Nos. 1 through and including 5; and

**WHEREAS**, the Parties acknowledge and agree that with respect to Roadway Improvements Nos. 1 through and including 5, Lennar's obligations as the first developer have been fully satisfied through payment by Lennar of the mobility fee as indicated in Resolution No. 16-1383; and

**WHEREAS**, the Parties further acknowledge and agree that Roadway Improvement No. 6 is not located within the jurisdiction of the Town and should therefore not be included as a condition for transportation concurrency determination by the Town; and

**WHEREAS**, the Parties further acknowledge and agree that Roadway Improvement No. 7 is being completed by Lennar and that Roadway Improvement No. 8 is being completed by Miami-Dade County; and

**WHEREAS**, the Parties further acknowledge and agree that neither Lennar nor the Owner, or any of their successors or assigns, have any further obligations with respect to any of the Roadway Improvements enumerated in Section 9 and 10 of the Development Agreement, or any other roadway improvements required by the Town; and

**WHEREAS**, the Parties further acknowledge and agree that neither Lennar nor the Owner, or any of their successors or assigns, have any further obligations with respect to payment of any additional mobility fees required by the Town; and

**WHEREAS**, the Parties further acknowledge and agree that, although the Town does not require any roadway improvements other than as set forth in the Agreement, as amended, Miami-Dade County (the “County”) may impose the same or other requirements upon the Owner, Lennar, and/or their successors or assigns; and

**WHEREAS**, according to Sections 163.3220 through 163.3243, Florida Statutes, known as the Florida Local Government Development Agreement Act (the “Act”), the Florida Legislature has determined that the lack of certainty in the development process can result in a waste of economic and land development resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

**WHEREAS**, the Florida Legislature has declared that assurances to a developer that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

**WHEREAS**, this Amendment is intended to and shall constitute an amendment to the Agreement among the Parties pursuant to the Act and the Settlement; and

**WHEREAS**, the Town has considered this Amendment at two public hearings, in compliance with Section 163.3225 of the Act and the Settlement; and

**WHEREAS**, this Amendment is consistent with the Town’s Comprehensive Plan and land development regulations; and

**WHEREAS**, the Town has determined that it is in the public interest to address the issues covered by this Amendment in a comprehensive manner and at public hearings, in compliance with all applicable laws, ordinances, plans, rules and regulations of the Town while allowing the Owner and Lennar to proceed in the development of the Property in accordance with the existing laws and policies, subject to the terms hereof, and the Town has agreed to enter into this Amendment with the Owner and Lennar.



**NOW, THEREFORE**, in consideration of the conditions, covenants and mutual promises herein set forth, the Owner, Lennar, and the Town agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. Amendment of Section 9 of the Agreement. Section 9 of the Agreement is amended as follows:<sup>1</sup>

9. Transportation Final Concurrency Determination.

- (a) Final concurrency determination for transportation facilities is hereby granted, and impacts of development of Parcel C have been adequately mitigated upon compliance with the following conditions, within the time frames required by this Agreement:
  - i. Owner's conveyance of the Northwest 87 Avenue Right-of-Way to Miami-Dade County pursuant to Paragraph 10(a) and Owner's conveyance of the Northwest 154 Street Right-of-Way to the Town or its assignee pursuant to Paragraph 10(b); and
  - ii. Any other transportation improvements required by the Traffic Impact Analysis and Phase I Supplemental Analysis prepared by JMD Engineering, Inc., dated February 28, 2011 and March 4, 2011, attached hereto as composite Exhibit "9", which are necessary to achieve concurrency for the phased development of Parcel C, except for construction of an exclusive northbound right-turn lane at Northwest 138 Street and Northwest 87 Avenue, which is outside of the Town's jurisdiction; and
  - iii. Construction of Northwest 87 Avenue as a four lane divided facility from Northwest 154 Street to Northwest 186 Street such that it is fully constructed and operational; and
  - iv. Widening of Northwest 154 Street to four (4) lanes from the end of the 4 lane segment east of Northwest 87 Avenue to 60 feet west of Northwest 89 Avenue, such that it is fully constructed and operational; and
  - v. Construction of an additional southbound left-turn lane, an exclusive eastbound right-turn lane, and an exclusive westbound right-turn lane at Northwest 154 Street and Northwest 82 Avenue.

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<sup>1</sup> Additions to the text are shown in underline. Deletions from the text are shown in ~~strike through~~. Revisions to the text between the first and second public hearing are indicted with **yellow highlight**.

- vi. Alternatively, the Owner may voluntarily choose to forego this transportation concurrency determination and instead be subject to Town of Miami Lakes Ordinance No. 16-192 (the “Mobility Fee Ordinance”). This alternative is applicable only to Section 9(a)(ii) and (v) of this Agreement.
- (b) A final concurrency determination is hereby granted, and impacts of development for Parcel A and Parcel B, have been adequately mitigated, subject to completion of the improvements in Paragraph 9(a) above and the following transportation improvements which must be fully constructed and operational:
- i. Construction of an additional eastbound through lane on Northwest 154 Street from Northwest 79 Court to Northwest 77 Court; and
  - ii. Construction of an additional southbound left-turn lane at Northwest 154 Street and Northwest 79 Avenue; and
  - iii. ~~Construction of an exclusive northbound right-turn lane at Northwest 138 Street and Northwest 87 Avenue; and [OMITTED.]~~
  - iv. Any other transportation improvements required by the Traffic Impact Analysis and Phase I Supplemental Analysis prepared by JMD Engineering, Inc., dated February 28, 2011 and March 4, 2011, attached hereto as composite Exhibit “9”, which are necessary to achieve concurrency for the phased development of Parcels A and B, except for construction of an exclusive northbound right-turn lane at Northwest 138 Street and Northwest 87 Avenue, which is outside of the Town’s jurisdiction.
  - v. Alternatively, the Owner may voluntarily choose to forego this transportation concurrency determination and instead be subject to the Mobility Fee Ordinance.
- (c) Building Permits. Consistent with Ordinance 02-26:
- i. No building permits for more than 150 residential units and no certificates of occupancy, use or completion for any Parcel will be issued unless and until Northwest 87 Avenue is fully constructed and operational as a four-lane median divided roadway; and
  - ii. No building permits shall be issued for any Parcel unless and until Northwest 154 Street is fully constructed and operational as a four-lane roadway from the west end of the current four lane section to approximately 60 feet west of Northwest 89 Avenue; and

- iii. In the event that Ordinance 02-26 is amended by the Town Council to provide less restrictive building permit timing provisions in Sections 7.1. and/or 7.2 of Ordinance 02-26, then the less restrictive requirements of the amended Ordinance shall apply here.
  - (d) In the event that the Owner proposes to develop the Property in phases not contemplated herein, the Owner shall submit a traffic analysis and phasing plan to analyze the transportation improvements required to mitigate the impacts of the phased development and reimburse the Town or its assignees for the review and approval, approval with conditions, or denial of such traffic analysis and phasing plan and any related required amendments to this Development Agreement. In no event shall a phasing plan operate to reduce or increase the required improvements provided under this Agreement unless the Agreement is modified pursuant to the requirements of State law.
  - (e) Owner and Town acknowledge and agree that Miami-Dade County intends to construct at its cost that portion of Northwest 87 Avenue located between Northwest 154 Street and Northwest 186 Street pursuant to MPO Project No. PW20040390 and TIP Reference Page A7-21, attached hereto as Exhibit “10”, and this improvement will provide capacity to serve development of the Property. Owner acknowledges and agrees that it is a material condition to this final concurrency determination for development of the Property, that construction of the Northwest 87 Avenue between Northwest 154 Street and Northwest 186 Street be Completed and open to traffic, as contemplated herein and that any development, construction or investment undertaken prior to completion of this and any other construction project or dedication required under this Agreement, are done so at the Owner’s risk.
  - (f) This final concurrency determination shall be valid and binding for the Entire Term of this Agreement, subject to the conditions set forth herein.
3. No Further Modifications. Except as modified herein, the terms of the Agreement shall remain unchanged and in full force and effect.
4. Effective Date and Duration. Within fourteen (14) days following approval at two public hearings and execution by all Parties, the Town shall record this Amendment in the public records of Miami-Dade County. This Amendment shall be effective upon recording in the public records of Miami-Dade County. Notwithstanding the Effective Date provided herein, the Town, the Owners, and Lennar shall act in good faith to carry out the intent of this Amendment upon the Execution Date. The duration of this Amendment shall be consistent with the Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**TOWN:**

**ATTEST:**

**TOWN OF MIAMI LAKES,  
FLORIDA**

\_\_\_\_\_  
Gina Inguanzo  
Town Clerk

By: \_\_\_\_\_  
Manny Cid  
Mayor

Dated \_\_\_\_ day of \_\_\_\_\_, 2017

Approved for form and legal sufficiency:

\_\_\_\_\_  
Town Attorney

**OWNER**

**WITNESS:**

**F71-1 LLC**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name:

STATE OF FLORIDA )

)

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida  
Print/type name: \_\_\_\_\_

WITNESS:

**F69-1 LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name:

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

Name\_\_\_\_\_

Title:\_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

STATE OF FLORIDA                    )  
COUNTY OF MIAMI-DADE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

Print/type name:\_\_\_\_\_

WITNESS:

**LENNAR HOMES, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name:

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

Name\_\_\_\_\_

Title:\_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

STATE OF FLORIDA                    )  
COUNTY OF MIAMI-DADE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

Print/type name:\_\_\_\_\_



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Alex Rey, Town Manager  
**Subject:** Award of a Work Order for to Conduct a Study on the Impacts of Opening the I-75 Bridges  
**Date:** 11/15/2017

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### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to execute a work order under an existing contract for miscellaneous engineering services, contract 2017-32HL, in the amount of \$99,776.81 to HW Lochner, to carry out the study on the impacts of opening the I-75 Bridges. This amount includes the first work order authorized for the data collection effort.

### **Background:**

On August 14th, 2017, the Town Council held a Special Call Meeting to discuss Miami-Dade County's report on the Impacts of Opening and Connecting NW 170th Street and NW 154 Street Bridges over I-75. During the discussion, the Town Council directed the Town Manager to conduct an independent study to further analyze the impacts of opening the bridges over I-75.

Town Staff decided to utilize one of our recently awarded Transportation Engineering Consultants as the best and fastest way to conduct the study. The Town Council authorized the Town Manager to enter into negotiations and subsequently award the Town's engineering consultants at the September 5, 2017 Regular Town Council Meeting. Negotiation efforts were delayed by Hurricane Irma, but resumed after the Town returned to normal operations.

The Town reached an agreement with H.W. Lochner on November 3, 2017 and the contract was executed November 7th, 2017. Once an agreement was met with H.W. Lochner, the Town requested a Work Order Proposal be drafted to conduct a study on the impacts of opening the I-75 bridges.

The purpose of the study is to evaluate the traffic impacts of the NW 154th Street and NW 170th Street bridge openings, due to population growth and construction of new developments. The study will demonstrate the roadway network needed, considering all programmed roadway improvements and planned

developments in the area.

The study will look at several no build and build scenarios to assess the current and future impacts of the I-75 bridge openings. The study will analyze the following scenarios:

- No build scenario (without American Dream Mall)- This scenario will look at the future traffic conditions, if no improvements are made to the area. This analysis will include the impacts of population growth and the construction of new developments, excluding the impacts of the American Dream Mall (ADM).

- No build scenario (with ADM)- This scenario is the same as above, but includes traffic impacts of ADM.

- Build Scenarios- Each of the following build scenarios below include two options: one without ADM impacts and another with ADM impacts

- o Build Scenario of opening both NW 154 Street and NW 170 Street bridges

- o Build Scenario of opening NW 170th Street bridge and keeping NW 154 Street bridge closed

As part of the study, a separate analysis will also be conducted to see if a connection to I-75 at either NW 170th street and NW 154th street bridges will be beneficial to the surrounding traffic.

Once, the study is completed a presentation will be made to the Town Council summarizing the results of the study.

Data collection for this project has already started since it was important to complete this effort prior to the traffic disruption created by holiday traffic and the impact of schools being out. A work order in the amount of \$18,836.70 was issued to H.W Lochner on November 9th, 2017. Thus, when combining both work orders the total project cost for the study comes out to \$99,776.61.

As budgeted, funds from the Peoples Transportation Plan (PTP 80%) – Traffic Studies line item will be used to cover the data collection cost (\$18,837). To conduct the study, funds from the Mobility Fee Trust Fund have been identified for this effort, and a budget revision is required to transfer \$80,940 from the Mobility Fee Contingency line item to the Traffic Studies line item as summarized in Exhibit A.

## **ATTACHMENTS:**

Description

**Resolution**

**Exhibit A- Budget Revision**

**Exhibit B-H.W. Lochner Work Order**

**RESOLUTION NO. 17-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ISSUE A WORK ORDER TO HW LOCHNER UNDER CONTRACT 2017-32HL; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; MODIFYING BUDGETED LINE ITEMS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK ORDER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on August 14, 2017, during a duly notified Town of Miami Lakes (“Town”) Special Call Meeting regarding Miami-Dade County’s report on opening and connecting N.W. 154<sup>th</sup> Street (154<sup>th</sup>) and N.W. 170<sup>th</sup> Street (170<sup>th</sup>) bridges over Interstate 75 (I-75), the Town Council directed the Town Manager to conduct an independent study regarding impacts of opening connecting bridges at 154<sup>th</sup> and 170<sup>th</sup> over I-75, and to negotiate a contract for the study; and

**WHEREAS**, on November 7, 2017, the Town reached an agreement with H.W. Lochner (“Lochner”), under an existing miscellaneous engineering services contract 2017-32HL; and

**WHEREAS**, the purpose of the study is to evaluate the traffic impacts of opening connecting bridges at 154<sup>th</sup> and 170<sup>th</sup>, in light of population growth and construction of new developments; and

**WHEREAS**, additionally, a separate analysis will also be conducted regarding the benefits, if any, of opening the connecting bridges at 154<sup>th</sup> and 170<sup>th</sup> to surrounding traffic; and

**WHEREAS**, once completed, the results of Lochner’s study shall be presented to the Town Council; and

**WHEREAS**, a partial work order in the amount of \$18,836.70 was provided to Lochner for data gathering; and

**WHEREAS**, the work order with Lochner to complete the 154<sup>th</sup> and 170<sup>th</sup> connecting bridge study and analysis will cost and additional \$80,939.91, for a total amount of \$99,776.61; and



**WHEREAS**, funds from the Mobility Fee Trust Fund Contingency have been identified for use in fulfilling this work order with Lochner to complete the 154<sup>th</sup> and 170<sup>th</sup> connecting bridge study and analysis; and

**WHEREAS**, Section 4 of Ordinance No. 17 – 213 authorizes the Town Council to modify any department, category total or line item of the Budget by resolutions so long as the modification does not exceed the Town’s total budgeted funds for the Fiscal Year 2017 - 2018; and

**WHEREAS**, the Town Council, in accordance with Section 4 of Ordinance No. 17 – 213, has determined that it is necessary to modify the Budget and transfer funds from the Mobility Fee Trust Fund Contingency; and

**WHEREAS**, the Town Manger recommends a budget modification and approval of a work order with Lochner in the amount of \$80,939.91 to complete the 154<sup>th</sup> and 170<sup>th</sup> connecting bridge study and analysis; and

**WHEREAS**, the Town Council agrees with the Town Manager’s recommendation to modify the budget and execute a work order with Lochner to complete the 154<sup>th</sup> and 170<sup>th</sup> connecting bridge study and analysis.

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

**Section 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Approval of the Work Order.** The Council approves the Work Order to H.W. Lochner, in the amount of \$80,939.91, in addition to the prior work order for \$18,836.70 in order to complete the 154<sup>th</sup> and 170<sup>th</sup> connecting bridge study and analysis.

**Section 3. Authorization of Town Officials.** The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Work Order to H.W. Lochner, to complete the 154<sup>th</sup> and 170<sup>th</sup> connecting bridge study and analysis.

**Section 4. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds in the amount of \$80,939.91, and to implement the terms and conditions of the Work Order.

**Section 5. Line Item Modification.** The Budget for Fiscal Year 2017-2018 adopted in Section 2 is amended as reflected in Exhibit “A” attached hereto. The revisions for each line item are within the approved expenditure authority for Fiscal Year 2017-2018. The Town Council hereby modifies the budget as set forth therein and authorizes the Town Manager to administratively adjust line items to reflect audit adjustments or line item revisions necessary to close out the Fiscal Year within each department’s expenditure authority.

**Section 6. Execution of the Contract.** The Town Manager is authorized to execute, in substantially the form attached hereto as Exhibit “B” Work Order to H.W. Lochner, in the amount of \$80,940.00, to complete the 154<sup>th</sup> and 170<sup>th</sup> connecting bridge study and analysis on behalf of the Town, and to execute any required agreements and/or documents to implement the terms and conditions of the Work Order, subject to approval as to form and legality by the Town Attorney.

**Section 7. Effective Date.** This Resolution shall be effective immediately upon adoption.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2017

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:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

---

MANNY CID  
MAYOR

Attest:

---

Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

---

Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

**TOWN OF MIAMI LAKES**  
**FY 2017-18 ADOPTED BUDGET**  
**SPECIAL REVENUE FUNDS - MOBILITY FEE TRUST**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	REVISION	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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**MOBILITY FEE TRUST ACCOUNT FUND**

**REVENUE**

MOBILITY FEE	\$382,252		\$382,252	
BUDGET CARRYFORWARD	\$195,656		\$195,656	
<b>TOTAL REVENUES</b>	<b>\$577,908</b>	<b>\$0</b>	<b>\$577,908</b>	

**EXPENDITURE**

CONTINGENCY RESERVES	\$277,908	-\$80,940	\$196,968	Contingency for mobility improvement project needs
TRAFFIC STUDIES	\$0	\$80,940	\$80,940	Impact study of opening bridges at NW 154th Street and NW 170th Street over I-75
TRANSFER TO CAPITAL-TRANSPORTATION	\$300,000		\$300,000	
<b>TOTAL EXPENDITURES</b>	<b>\$577,908</b>	<b>\$0</b>	<b>\$577,908</b>	

November 8, 2017

Michelle Gonzalez  
Senior Transportation Manager - Office of the Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014  
Phone (305) 364-6100 ext. 1200  
[gonzalezm@miamilakes-fl.gov](mailto:gonzalezm@miamilakes-fl.gov)

T 305.503.9873  
F 305.503.9882

[hwlochner.com](http://hwlochner.com)

Re: **Proposal for Professional Engineering Services:  
I-75 Bridge Openings Traffic Study at NW 154<sup>th</sup> Street and NW 170<sup>th</sup> Street**

Dear Ms. Gonzalez:

We are pleased to submit this proposal for the subject project as requested by the Town. Enclosed are the Study Scope of Services and Fee Estimate to be completed under our Professional Services Agreement, Miscellaneous Civil Engineering Services, for the services described below.

## **1. PURPOSE AND NEED**

The purpose of this study is to isolate the impacts of the 154<sup>th</sup> Street and 170<sup>th</sup> Street bridge openings, the new 170<sup>th</sup> Street/Turnpike Interchange and the SR 826/Palmetto underpasses to alleviate traffic due to population growth and construction of new developments. In addition to major roadway improvements, there are also more than 20 major planned developments within the study area, including the American Dream Mall.

Signal Warrant analysis will be performed, under separate contract (by FDOT), at the following intersections:

1. NW 159<sup>th</sup> Street at NW 77 Court
2. NW 159<sup>th</sup> Street at NW 77 Avenue
3. NW 146<sup>th</sup> Street at NW 77 Court
4. NW 146<sup>th</sup> Street at NW 77 Avenue
5. NW 154<sup>th</sup> Street/Miami Lakes Drive at NW 77 Avenue

This study will demonstrate the roadway network needed, considering all programmed roadway improvements and planned developments.

## **2. SCOPE OF WORK**

### **A. Study Area**

For the purposes of this study, the study is generally limited to Florida's Turnpike to the west, NW 77 Avenue to the east, NW 138<sup>th</sup> Street to the south and Miami Gardens/NW 186<sup>th</sup> Street to the north, as shown on Figure 1.

### **B. Traffic Volume Development**

The future hourly traffic volumes at the intersection will be calculated based on projected morning and afternoon peak turning volume ratios, the 2040 AADT SERPM Model Volumes and existing hourly ADT volumes.

## **B1. 72-Hour approach volumes (TO BE COLLECTED UNDER SEPARATE CONTRACT)**

72-Hour Bi-Directional Machine Counts will be collected during a typical weekday at the following locations:

1. North of proposed signal location on NW 159<sup>th</sup> Street at NW 77 Court (COLLECTED BY FDOT)
2. South of proposed signal location on NW 159<sup>th</sup> Street at NW 77 Court (COLLECTED BY FDOT)
3. North of proposed signal location on NW 159<sup>th</sup> Street at NW 77 Avenue (COLLECTED BY FDOT)
4. South of proposed signal location on NW 159<sup>th</sup> Street at NW 77 Avenue (COLLECTED BY FDOT)
5. North of proposed signal location on NW 146<sup>th</sup> Street at NW 77 Court (COLLECTED BY FDOT)
6. South of proposed signal location on NW 146<sup>th</sup> Street at NW 77 Court (COLLECTED BY FDOT)
7. North of proposed signal location on NW 146<sup>th</sup> Street at NW 77 Avenue (COLLECTED BY FDOT)
8. South of proposed signal location on NW 146<sup>th</sup> Street at NW 77 Avenue (COLLECTED BY FDOT)
9. NW 77 Avenue, south of NW 154<sup>th</sup> Street/Miami Lakes Drive (COLLECTED BY FDOT)
10. NW 154<sup>th</sup> Street/Miami Lakes Drive, east of NW 77 Avenue (COLLECTED BY FDOT)
11. NW 154<sup>th</sup> Street/Miami Lakes Drive, west of NW 77 Avenue (COLLECTED BY FDOT)

## **B2. AM, MIDDAY and PM peak hourly turning movement counts (TO BE COLLECTED UNDER SEPARATE CONTRACT)**

Turning Movement Counts (TMCs) will be collected during the AM (6 - 9 AM), midday (11 AM – 1 PM) and PM (4 – 7 PM) peak hours during a typical weekday at the following locations:

1. NW 154<sup>th</sup> Street/Miami Lakes Drive at NW 77 Avenue (north leg) (COLLECTED BY FDOT)
2. NW 154<sup>th</sup> Street/Miami Lakes Drive at NW 77 Avenue (south leg) (COLLECTED BY FDOT)
3. NW 154<sup>th</sup> Street/Miami Lakes Drive at NW 77 Court
4. NW 138<sup>th</sup> Street at NW 107<sup>th</sup> Avenue
5. NW 138<sup>th</sup> Street at NW 97<sup>th</sup> Avenue
6. NW 138<sup>th</sup> Street at NW 87<sup>th</sup> Avenue
7. NW 154<sup>th</sup> Street at NW 87<sup>th</sup> Avenue
8. NW 154<sup>th</sup> Street at NW 82<sup>nd</sup> Avenue
9. NW 170<sup>th</sup> Street at NW 87<sup>th</sup> Avenue
10. NW 170<sup>th</sup> Street at NW 82<sup>nd</sup> Avenue
11. NW 186<sup>th</sup> Street at NW 87<sup>th</sup> Avenue
12. NW 186<sup>th</sup> Street at NW 82<sup>nd</sup> Avenue

Note: Utilizing the collected ADT, an hourly percent of daily traffic distribution will be determined for each location.

## **B3. 2040 SERPM MODEL**

The SERPM model will be ran for the following scenarios:

- ❖ 2010 Base year AADT
- ❖ 2010 Base year AM peak
- ❖ 2010 Base year MD peak
- ❖ 2010 Base year PM peak
- ❖ Future (2040) no build AADT
- ❖ Future (2040) no build AM peak
- ❖ Future (2040) no build MD peak
- ❖ Future (2040) no build PM peak
- ❖ Future (2040) build AADT
- ❖ Future (2040) build AM peak

- ❖ Future (2040) build MD peak
- ❖ Future (2040) build PM peak

The model will be validated using the data collection study results from the *TOWN OF MIAMI LAKES ORIGIN-DESTINATION, July 2017* that calculated the NW 154<sup>th</sup> Street corridor trips east and west of SR 826/Palmetto Expressway.

## **B4. Segment Traffic Volumes**

Segment traffic volumes for the existing AM, midday and PM peak periods will be calculated from the intersection turning movement counts (TMCs).

## **B5. Additional Data Collection**

**B5.1 Signal Timing Analysis** – Existing signal timing and phasing will be obtained from Miami-Dade County Traffic Engineering. The signals can be obtained using the ATMS website and phasing and timing verified in the field.

**B5.2 Peak Season Adjustment Factors** – These factors will be used to adjust raw counts to reflect average annual for typical weekday and weekday conditions. These factors will be obtained from the FDOT Florida Traffic Online (2017) or latest available.

**B5.3 Peak Hour Factors** – The existing peak hour factor by approach will be used for hourly variation of the traffic flow in the future peak periods, as accepted by the Florida Department of Transportation (FDOT) within the Quality/Level of Service Handbook.

**B5.4 Other Data** - In addition to the traffic data counts, existing characteristics of the roadway network including intersection geometry, lane geometry and posted speeds in the traffic study area will be collected.

## **C. Existing Traffic Analysis**

### **C.1 Field Review**

Site will be visited during the morning and evening peak traffic periods or other periods, to make qualitative assessments of the intersection operation. Such factors as queue lengths, delays, vehicular conflicts or any other operational characteristics critical to evaluate the need for intersection improvements, signal control, and left turn phase, etc. shall be noted. During the field review safety conditions must also be observed and recorded.

Photographs shall be taken of all intersection approaches with emphasis on obtaining visual information that would be of value to the Department during any subsequent project plan preparation activities.

### **C2. Existing Level of Service Analysis**

Synchro/SimTraffic micro-simulation software will be used to analyze the current operational conditions of the study area during the AM, midday and PM peak period. Synchro will be used to code the network and SimTraffic will be used for the simulation portion of the analysis. The delay and level of service for each movement, approach and overall intersection will be determined according to Highway Capacity Manual methodology, along with the 95<sup>th</sup> percentile queue length for each movement. The Synchro model will be developed based upon the guidelines recommended by FHWA in Traffic Analysis Toolbox Volume III—Guidelines for Applying Traffic Microsimulation Modeling Software.

## **D. Committed Development**

The future 2040 build SERPM model will be ran taking the following into consideration, but not limited to:

## Developments

1. Future Bob Graham Senior Development
2. American Dream Mall Development
3. Bob Graham Project (along NW 170<sup>th</sup> Street)
4. Lenar development
5. New home development, east of NW 87<sup>th</sup> Avenue
6. Lucita Property
7. All other/DTPW may provide up to 20

Committed development shall be approved Town of Miami Lakes and DTPW, prior to commencement of study analysis.

## **E. Programmed Transportation Improvements**

### Roadway Improvements

1. NW 159<sup>th</sup> Street underpass (FDOT)
2. NW 146<sup>th</sup> Street underpass (FDOT)
3. NW 77<sup>th</sup> Avenue realignment at NW 154<sup>th</sup> Street/Miami Lakes Drive (FDOT)
4. NW 82<sup>nd</sup> Avenue at Oak Drive Intersection improvements
5. NW 170<sup>th</sup> Street extension, 97<sup>th</sup> to SR 91/Florida's Turnpike (6 LANE)
6. NW 97<sup>th</sup> Avenue, NW 170<sup>th</sup> Street to NW 154<sup>th</sup> Street (5 LANE)
7. NW 97<sup>th</sup> Street, north of NW 170<sup>th</sup> Street (6 LANE)
8. NW 102<sup>nd</sup> Avenue, south of NW 170<sup>th</sup> Street (5 LANES)
9. NW 102<sup>nd</sup> Avenue, north of NW 170<sup>th</sup> Street (6 LANES)
10. NW 154<sup>th</sup> Street extension to NW 107<sup>th</sup> Avenue
11. NW 87<sup>th</sup> Avenue on-ramp to SR 826
12. NW 107<sup>th</sup> Avenue connection to NW 170<sup>th</sup> Street
13. Proposed NW 67<sup>th</sup> Avenue interchange with Gratigny
14. Park-n-ride at NW 77<sup>th</sup> Avenue at NW 154<sup>th</sup> Street/Miami Lakes (MDT)
15. Texas U-Turn on SR 826/Palmetto (FDOT)
16. NW 87<sup>th</sup> Avenue extension to Okeechobee Road
17. Miami Gardens widening from 4-lanes to 6-lanes
18. Interchange connection to I-75 at NW 154<sup>th</sup> Street (FDOT)
19. Interchange connection to I-75 at NW 170<sup>th</sup> Street bridges (Turnpike/American Dream Mall)

## **F. Future Traffic**

### **F.1 Projected Underpass Volumes**

Projected morning and afternoon peak turning volumes from the 2040 SERPM model will be developed. Based on these projected morning and afternoon peak turning volumes from the 2040 SERPM model, average (movement-to-approach) turning movement ratios will be calculated for each of the turning movements at the following intersections:

1. NW 159<sup>th</sup> Street at NW 77 Court
2. NW 159<sup>th</sup> Street at NW 77 Avenue
3. NW 146<sup>th</sup> Street at NW 77 Court
4. NW 146<sup>th</sup> Street at NW 77 Avenue

Based on the calculated average turning movement ratios and the projected 2040 AADT link volumes (SERPM model), the hourly approach volumes and turning movement volumes will be developed.



## **F.2 Growth Rate**

Future intersection and link volumes for existing roadways will be calculated by applying a calculated yearly growth rate developed from FDOT and/or Miami Dade County historical count data at nearby count stations to the existing counts collected as part of this project.

## **G. Future Traffic Analysis**

The project will analyze the existing conditions and the future build-out in one phase of development. The following sections describe the methodology to be followed in performing analysis of future conditions.

### **G.1 Total Traffic**

The total peak period traffic volumes will include trips generated by the sites identified as committed development and background traffic generated by yearly growth.

#### **G1.1 Analysis Years/Alternative Analysis**

Future traffic projections for the study area will be developed using a calculated growth rate. As previously described, this project will analyze the future build-out in one phase of development in year 2040.

#### **G1.2 Roadway Network**

The programmed (funded and/or committed) transportation improvements within the traffic study area will be identified from, but not limited to the following documents:

- Florida Department of Transportation (FDOT) five year work program
- Most recent Miami-Dade County Transportation Planning Organization (TPO) Transportation Improvement Program (TIP)
- Miami-Dade County 2040 Long Range Transportation Plan
- Miami-Dade County Transit Agency current and near-term operational plans

In addition, the Programmed Transportation Improvements identified in Section F will also be included.

## **G2. Future Level of Service Analysis**

Analysis of future 2040 traffic within the study area will be performed for two scenarios: a) no-build and b) build which includes background traffic, committed development traffic, plus project traffic. A summary of alternatives are described, as follows:

- A. No build
  - 1. without Mall
  - 2. with Mall
- B. Build with Mall
  - 1. NW 170<sup>th</sup> bridge and NW 154<sup>th</sup> bridge open
  - 2. NW 170<sup>th</sup> bridge and NW 154<sup>th</sup> bridge closed
  - 3. NW 170<sup>th</sup> bridge open and NW 154<sup>th</sup> bridge closed
  - 4. NW 170<sup>th</sup> bridge closed and NW 154<sup>th</sup> bridge open
  - 5. I-75 connection at NW 170<sup>th</sup> Street, with NW 170<sup>th</sup> bridge and NW 154<sup>th</sup> bridge open
  - 6. I-75 connection at NW 154<sup>th</sup> Street, with NW 170<sup>th</sup> bridge and NW 154<sup>th</sup> bridge open
  - 7. I-75 connection at NW 170<sup>th</sup> Street, with NW 170<sup>th</sup> bridge and NW 154<sup>th</sup> bridge closed
  - 8. I-75 connection at NW 154<sup>th</sup> Street, with NW 170<sup>th</sup> bridge and NW 154<sup>th</sup> bridge closed
- C. Build without Mall

1. NW 170<sup>th</sup> bridge and NW 154<sup>th</sup> bridge open
2. NW 170<sup>th</sup> bridge and NW 154<sup>th</sup> bridge closed
3. NW 170<sup>th</sup> bridge open and NW 154<sup>th</sup> bridge closed
4. NW 170<sup>th</sup> bridge closed and NW 154<sup>th</sup> bridge open
5. I-75 connection at NW 170<sup>th</sup> Street, with NW 170<sup>th</sup> bridge and NW 154<sup>th</sup> bridge open
6. I-75 connection at NW 154<sup>th</sup> Street, with NW 170<sup>th</sup> bridge and NW 154<sup>th</sup> bridge open
7. I-75 connection at NW 170<sup>th</sup> Street, with NW 170<sup>th</sup> bridge and NW 154<sup>th</sup> bridge closed
8. I-75 connection at NW 154<sup>th</sup> Street, with NW 170<sup>th</sup> bridge and NW 154<sup>th</sup> bridge closed

The purpose of the analysis is to isolate the impacts of both the 154<sup>th</sup> Street and 170<sup>th</sup> Street bridge openings, the new 170<sup>th</sup> Street/Turnpike Interchange and the SR 826/Palmetto underpasses to alleviate traffic due to population growth and construction of new developments.

Analysis of future conditions will be performed for weekday AM, midday and PM peak hour conditions on the roadway segments within the study area based on the Florida Department of Transportation Generalized Level of Service (LOS) Tables.

Intersection levels of service will be determined for the AM, midday and PM peak period conditions using Synchro based on the procedures of the 2010 Highway Capacity Manual and Intersection Capacity Utilization.

The Levels of Service thresholds used for the analysis are based on the “Generalized” tables for Urbanized Areas within the FDOT Level of Service Handbook adopted for Miami Dade County, which is LOS E.

## **G2.1 Microsimulation**

The 2040 Synchro models (AM, Midday, PM) for the NW 154 Street arterial from NW 77 Avenue to NW 77 Court will also be utilized to optimize the arterial's signal timing and input into the modified 2040 Build CORSIM models (AM+PM).

## **G2.2 Signal Warrant Analysis (TO BE PERFORMED UNDER SEPARATE CONTRACT BY FDOT)**

All signal warrants, projected intersection level of service (LOS) and delay will form the basis of determination as to whether to justify a traffic signal. Not applicable (N/A) will be documented for all other warrants. Signal warrant analysis will be performed at the following locations:

1. NW 159<sup>th</sup> Street at NW 77 Court
2. NW 159<sup>th</sup> Street at NW 77 Avenue
3. NW 146<sup>th</sup> Street at NW 77 Court
4. NW 146<sup>th</sup> Street at NW 77 Avenue
5. NW 154<sup>th</sup> Street/Miami Lakes Drive at NW 77 Avenue

The analysis results will determine whether signals are warranted at the subject locations specified.

## **H. Report**

The results of previous subtasks within this study shall be analyzed collectively. The consultant shall then form a comprehensive report. The report shall recommend, in consideration of accepted traffic engineering practice and optimal project/user benefits, intersection improvements to include but not be limited to geometry and/or capacity enhancements, improved channelization and positive guidance, improved signal operations, which may include display adjustments or phasing and timing adjustments, and reduced fixed object and sight distance hazards. Attached to this report, in the form of appendices or figures (as appropriate), shall be the products of subtasks described above.

## **I. COORDINATION & MEETINGS**

### **I1. Methodology Meeting**

A methodology meeting shall occur between FDOT, DTWP and the Town of Miami Lakes to come to consensus on the study methodology.

### **I2. Study submission and approval**

An electric (PDF) and hard copy of the final report shall be submitted to FDOT, DTWP and the Town of Miami Lakes for approval.

## **3. CLIENT RESPONSIBILITIES**

- Provide access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform his work under this proposal.
- Place at the disposal of the Engineer all available information pertinent to the project upon which the Engineer can rely, including previous reports and any other data related to the design and construction of the project.
- Designate a person to act as the Client's representative with respect to the work to be performed, such person to have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the work covered by this proposal.

## **4. SCHEDULE AND DELIVERIES**

- Notice to Proceed (NTP)
- Traffic Counts (Contingent on FDOT counts)
- Draft Report four (4) months after NTP
- Final Report four (4) weeks after comments received

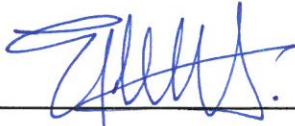
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## 5. FEE PROPOSAL

The total fee for the professional services is a Lump Sum not to exceed the amount of **\$80,939.91**. This fee will be invoiced on a monthly basis. Additional services not included in the aforementioned scope of services will require a separate proposal.

If you have any questions, please call me at (305) 503 - 9873.

Sincerely,



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**Edwin F. Mojena, PE**  
*Vice President*  
**LOCHNER**

Reviewed and approved by:

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Michelle Gonzalez  
Senior Transportation Manager  
Office of the Town Manager

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Thomas Fossler  
Procurement Manager

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Alex Rey  
Town Manager

ESTIMATE OF WORK EFFORT  
Consultant: HW Lochner

Tasks	Chief Engineer \$256.82	Project Manager \$220.70	Sr. Engineer \$190.86	Project Engineer \$141.51	Engineer Intern \$73.20	Senior Designer \$92.72	Secretary/Clerical \$73.55	TOTAL HOURS	TOTAL FEE
Study Methodology	1.00	1.00						2.00	\$477.52
Traffic Data Processing					2.00			2.00	\$146.40
Field Review (AM/MD/PM)				38.00	38.00			76.00	\$8,158.98
Field Inventory					1.50			1.50	\$109.80
Existing Condition Analysis (Including Coding and Running Synchro Network)		2.00		24.00	8.00			34.00	\$4,423.24
Trip Generation (20 planned developments)		2.00	2.00	6.00	18.00			28.00	\$2,989.78
Trip Distribution and Assignment		2.00	4.00	8.00	24.00			38.00	\$4,093.72
Future Traffic Analysis (Includes Build and No-Build Synchro and Build and No Build SERPM Model - Signal Warrant to Be Performed as part of FDOT Study)		6.00	172.00	30.00	12.00			220.00	\$39,275.82
Draft Report		6.00	45.00	6.00	12.00	6.00	3.00	78.00	\$12,417.33
Final Report		1.00	8.00	1.00	3.00	1.00	1.00	15.00	\$2,274.96
Commission Meetings/Presentations	4.00	4.00		8.00		4.00	4.00	24.00	\$3,707.24
Meetings with Staff (3 meetings @ 2 hrs per meeting)	6.00	6.00						12.00	\$2,865.12
								0.00	\$0.00
<b>Total Hours</b>	11.00	30.00	231.00	121.00	118.50	11.00	8.00	530.50	
<b>Salary Cost by Staff Category</b>	\$2,825.02	\$6,621.00	\$44,088.66	\$17,122.71	\$8,674.20	\$1,019.92	\$588.40		\$80,939.91

**TOTAL CONTRACT FEE COMPUTATIONS**

SALARY COSTS (LOADED) \$80,939.91

Subtotal \$80,939.91

Direct Expenses:

Count Type	\$ per Unit	# of Units	Total
8 Hr. Turning Movement Counts	\$1,883.67	0	\$0.00

**TOTAL FEE** \$80,939.91