

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN TOWN OF MIAMI LAKES, CITY OF HIALEAH,
AND MIAMI-DADE COUNTY, FLORIDA

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) dated _____, 2022 sets forth the terms and understanding between the Town of Miami Lakes (hereinafter “Miami Lakes” or “Town”), the City of Hialeah (hereinafter “Hialeah” or “City”), and Miami-Dade County (hereinafter “County”) (collectively the “Parties”), regarding settlement of the opening of the N.W. 170th Street bridge for unrestricted vehicular access between the Parties, an issue in dispute in the matter Town of Miami Lakes v. Miami-Dade County, City of Hialeah, et al., Case No. 2019-29261-CA-01.

RECITALS

WHEREAS, Two east-west bridges exist on N.W. 154th Street (“N.W. 154th Street Bridge”) and N.W. 170th Street (“N.W. 170th Street Bridge”) over Interstate 75 owned by the State of Florida. The N.W. 154th Street Bridge and N.W. 170th Street Bridge are collectively referred to as the “Bridges”; and

WHEREAS, Hialeah owns the road segments west of Interstate 75 and the N.W. 154th Street Bridge and its municipal boundaries include the road segments west of Interstate 75 and the ~~and~~ N.W. 170th Street Bridges; and

WHEREAS, Miami Lakes owns the road segments east of Interstate 75 and the N.W. 154th Street Bridge, and owns approximately southern half of the road segments east of Interstate 75 and the N.W. 170th Street Bridge, up to N.W. 87th Ave; and

WHEREAS, Miami-Dade County owns road segments west of Interstate 75 and the N.W. 170th Street Bridge and owns approximately the northern half of the road segments east of Interstate 75 and N.W. 170th Street; and

WHEREAS, the Parties are currently engaged in active litigation regarding the opening of the N.W. 170th Street Bridge only; and

WHEREAS, the Parties desire to resolve the disputes as to both the N.W. 170 Street Bridge and the N.W. 154 Street Bridge openings (hereinafter the “Bridges Dispute”), with each party bearing their own fees and costs; and

WHEREAS, the Parties intend this MOU to resolve all disputes amongst them regarding the Bridges Dispute, whether or not part of the matter in litigation in Town of Miami Lakes v. Miami-Dade County, City of Hialeah, et al., Case No. 2019-29261-CA-01; and

WHEREAS, this MOU is subject to the approval of the Miami-Dade County Commission, Hialeah Council, and Miami-Lakes Town Council; and

WHEREAS, the Parties share a common goal of there being a connection to Interstate-75 at N.W. 154th Street; and

WHEREAS, in furtherance of the above-mentioned goal, the Parties will cooperate with any studies to the extent that the desire to cooperate does not bind any Party to expend public funds and will request that the Florida Department of Transportation, and all other necessary local, state and federal agencies to grant any necessary approvals for the connection to Interstate-75 at N.W. 154th Street, and the Parties pledge to cooperate and will provide any and all necessary permits; ~~and~~

THEREFORE, the undersigned hereby incorporate the above Recitals and understand as follows and otherwise agree to submit to their respective legislative bodies the following terms for approval:

1. **RECITALS:** The recitals are true and correct and are incorporated herein by this reference to form a part of this Agreement.
2. **EFFECTIVE DATE:** This Agreement shall become effective on the effective date of the resolution of the Board of County Commissioners approving this Agreement.
3. This MOU is intended to express and memorialize the settlement terms with respect to the Bridges Dispute between the Parties. The Interlocal Agreement between the Town and Hialeah dated July 11, 2007 shall be null and void and of no effect upon approval of this Agreement.
4. **Dismissal of Lawsuit:** Miami Lakes shall voluntarily dismiss its lawsuit in the case of Town of Miami Lakes v. Miami-Dade County, et al., Case No. 2019-029261-CA-13 (the "Circuit Court Lawsuit"). Such dismissal shall be against all defendants with prejudice and shall be filed within five (5) calendar days following the Effective Date of this MOU. Each party shall bear its own costs and fees. Miami Lakes hereby releases, all defendants in the above referenced lawsuit and their present, and future shareholders, directors, officers, employees, principals, agents, independent contractors, representatives, parent corporations, subsidiaries, affiliates, predecessors, successors, assigns, attorneys, and insurers from any and all claims, actions, causes of action, counterclaims, demands, damages, fines, penalties, assessments, costs, loss of services, expenses, interest, attorneys' fees and compensation whatsoever, that were asserted or could have been asserted in the Circuit Court Lawsuit and were in any way relating to or arising out of the matter or related or arising out of the Bridges Dispute. The Court shall retain jurisdiction to enforce the terms of this Agreement. ~~In the event of any litigation to enforce the terms of this Agreement the prevailing party shall be entitled to an award of attorneys fees and costs.~~
5. **Opening and Permitting on N.W. 170th Street Bridge:** Miami Lakes and Hialeah acknowledge that Miami-Dade County has issued the construction permit applied for by Lennar Homes for the improvements to the N.W. 170 Bridge and any other roadway improvements proposed by the design plans in support of the permit as approved by Miami-

Dade County. Neither Miami Lakes nor Hialeah shall raise any objections to the issuance, administration or oversight of the aforementioned permit by the County, including the review and any approval of permit revisions, nor shall either party impede, directly or indirectly, any work performed pursuant to the permit issued by the County or the opening of the N.W. 170th Street Bridge to be used for pedestrian and vehicular traffic. The Parties recognize, subject to FDOT approval or concurrence, as necessary, that heavy trucks, tractor trailers, semi-trucks, and hauling trucks driving eastbound over the N.W. 170th Street Bridge shall turn left or right at N.W. 87th Avenue, with the exception of heavy trucks, tractor trailers, semi-trucks, hauling trucks, and pedestrian traffic.

Formatted: Superscript

Formatted: Superscript

6. Opening, Improvements, Permitting, and Committee on N.W. 154th Street Bridge:

The Parties agree that the County shall process a Long Range Transportation Plan ("LRTP") amendment through the Miami-Dade Transportation Planning Organization (the "TPO") to approve, authorize and/or take any and all actions necessary to allow the N.W. 154th Street Bridge to be designed, improved, and opened to be used by first responders, pedestrians, electric golf carts, bicycles, and scooters only. The Parties acknowledge that the TPO is a separate legislative body and its approval of any LRTP amendment is at its own discretion. Once the TPO approves such amendment, the County at its sole cost and expense will proceed to design and construct the necessary improvements to the N.W. 154th Street Bridge and connecting roadways, subject to obtaining all necessary permits, including permits from the Florida Department of Transportation ("FDOT"). – At the County's sole cost and expense, one lane and all necessary associated improvements shall be built to align with the existing bridge and road segments in Miami Lakes and Hialeah (the "Linear Roadway") to allow for first responders and SOS gates to be installed on both sides for travel in either direction. The County shall operate and maintain the Linear Roadway.

- a. Subject to the improvement of N.W. 97 Avenue for the purpose of connecting N.W. 97th Avenue to N.W. 186th Street either directly or indirectly such as through a park-and-ride facility generally in the area of N.W. 186th Street, improvements which shall be determined by Miami-Dade County, the Parties shall will jointly create a committee (the "Traffic Study Committee") as described in this Agreement for the purposes of studying the traffic demands of the areas surrounding the N.W. 154th Street Bridge in order to make a recommendation to FDOT and TPO for possible LRTP amendment if the committee recommends the opening of the N.W. 154th Street Bridge to all vehicular and pedestrian traffic. The Traffic Study Committee shall be empaneled a year prior to the recommendation deadline. The Traffic Study Committee will provide its recommendation on the tenth (10) anniversary of the Effective Date of this Agreement and every five (5) years thereafter until the NW 154th Street Bridge is opened to all vehicular traffic. If the N.W. 97th Avenue improvements have not been completed by the initial ten (10) year recommendation deadline, then the requirement to complete the study and

Formatted: Superscript

Formatted: Superscript

provide the written recommendation shall be deferred on a yearly basis until such improvements have been completed.

- i. The Traffic Study Committee shall be made up of nine (9) members appointed as follows: Four (4) members appointed by Miami Lakes, two (2) members appointed by Hialeah, two (2) members appointed by Miami-Dade and the ~~ninth~~^{9th} member appointed by unanimous affirmative votes of the committee comprised by the Parties' appointees, but if no unanimous affirmative vote is reached within 30 days of the eighth appointment to the committee, then the League of Cities shall appoint the ~~ninth~~^{9th} member. All appointments shall be made no later than one year prior to the initial ten (10) year recommendation deadline provide above. All committee members must be experienced professionals in the fields of traffic engineering or transportation planning. None of the members, at the time of appointment, may be elected officials. Any party may appoint an employee of the respective appointing party serving in an executive, director or management capacity within the respective appointing party's planning, engineering, or transportation division or department. The Traffic Study Committee shall by majority vote select a traffic engineer, or traffic engineering firm (the "Traffic Engineer") to study the traffic demands within Miami Lakes and Hialeah based upon traffic conditions in existence six months prior to the recommendation deadline at the time of the execution of this MOU and reasonable assumptions in the professional judgment of the Traffic Engineer solely for the purpose of aiding the Traffic Study Committee to decide on whether opening the N.W. 154th Street Bridge to all vehicular traffic materially benefits the traffic flow in both Miami Lakes and Hialeah. The Traffic Engineer will prepare the methodology of the traffic study that will take into account data collection, traffic forecasting, performance goals and submit to the Traffic Study Committee for review and approval prior to beginning the traffic studyanalysis. The traffic study shall utilize the Southeast Florida Regional Planning Model (SERPM), which shall utilize numbers based on the preloaded information of zoning, roads, volumes, etc., in order to understand the impacts to then existing level of service with and without the opening of the N.W. 154th Street Bridge. ~~without modifications.~~ The Traffic Engineer shall provide to the Traffic Study Committee a 20 year or fiscal year 2042/2043 forecast of traffic assuming the N.W. 154th Street Bridge opening without any additional improvements, and a 20 year or fiscal year 2042/2043 forecast with traffic improvements of traffic assuming the N.W. 154th Street Bridge opening with traffic improvements.

- ii. If the committee, by majority vote, finds opening N.W. 154th Street Bridge materially benefits the traffic flow in both Miami Lakes and Hialeah, then

Formatted: Superscript

Formatted: Superscript

Formatted: Superscript

it shall forward its recommendation to FDOT and TPO for possible LRTP amendment. Miami Lakes and Hialeah shall fully cooperate with any potential future opening of the N.W. 154 Street Bridge. Neither Miami Lakes nor Hialeah shall raise any objections to the improvement of the bridge or roadways and shall not impede, directly or indirectly, the opening of the N.W. 154th Street Bridge to be used unimpeded for vehicular and pedestrian traffic. If the Traffic Study Committee shall vote against the opening of N.W. 154th Street Bridge, the opening shall be reconsidered using the same ad hoc committee process as referenced above at every five-year interval until the N.W. 154th Street Bridge is open or the Parties agree otherwise by formal execution of a written amendment to this Agreement. The Parties shall bear the cost of the Traffic Study Committee proceedings and the Traffic Engineer equally, except that each Party shall be responsible for the costs of its own appointments.

b. If any kind of on-ramp, such as a slip ramp, is constructed at N.W. 154th Street and Interstate-75, then the Parties agree that the Traffic Study Committee shall not be convened, or if it has convened the committee shall immediately be dissolved, and any requirements or obligations pertaining to Paragraphs 6(a)(i)-(ii) of this Agreement, except for the funding obligations if any costs were incurred, are null and void. If FDOT, Miami-Dade County, and/or any other appropriate entity seeks to design and build on-ramps of any kind at N.W. 154th Street and Interstate-75, Miami Lakes and Hialeah shall fully cooperate with such project including the opening of the N.W. 154 Street Bridge. Neither Miami Lakes nor Hialeah shall raise any objections to, nor impede directly or indirectly, the construction of such on-ramps nor of the opening of N.W. 154th Street Bridge to be used unimpeded for all vehicular and pedestrian traffic.

c. In furtherance of the above mentioned goal of there being a connection to Interstate-75 at N.W. 154th Street, the Parties will cooperate with any studies and will request that the Florida Department of Transportation, and all other necessary local, state and federal agencies to grant any necessary approvals for the connection to Interstate-75 at N.W. 154th Street, and the Parties pledge to cooperate and will provide any and all necessary permits; and

b.

d. Miami Lakes and Hialeah agree that no park will be built on the N.W. 154th Street Bridge. Neither Miami Lakes nor Hialeah will object to the County's improvement of land adjacent to the N.W. 154 Street Bridge within its physical boundaries as a Green Trail. At the County's sole cost and expense, the unimproved areas at the approaches to and away from the edge of the N.W. 154th Street Bridge will be built

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Left, Indent: Left: 0.5", No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: List Paragraph

out, except as provided for herein, in a passive fashion to allow for bicycle/ walking paths, shrubbery, and benches (the “Green Trail”) so long as no improvements to the Green Trail impedes the proper alignment of the prospective road over the N.W. 154th Street Bridge connecting the roadway segments between Miami Lakes and Hialeah. No portion of the Green Trail, except for the bicycle/walking paths, shall be built on land west of and abutting the N.W. 154th Street Bridge in Hialeah. Upon completion of the construction of the Green Trail, Miami Lakes shall be responsible for the maintenance of all portions of the Green Trail east of the western edge of the N.W. 154th Street Bridge. -The Green Trail shall be designed considering the potential future use of the N.W. 154 Street Bridge for unlimited vehicular traffic. The County will use best efforts to consult with Hialeah and Miami Lakes on the design of the Green Trail, but the Parties acknowledge that the design of the Green Trail will be in the County’s ultimate discretion. No improvement to land within Miami Lakes or Hialeah for the Green Trail purposes shall supersede or have priority over the future unimpeded vehicular use of N.W. 154 Street Bridge between Miami Lakes and Hialeah. Furthermore, the failure of the County to obtain funding for the Green Trail improvements or any other delay in design or construction of the Green Trail shall not delay the opening of the N.W. 154 Street Bridge for first responders as contemplated by this Agreement. If the N.W. 154 Street Bridge is opened to vehicular traffic and any trail improvement impedes the use of rights-of-way for vehicular traffic or otherwise, the County at its sole cost and expense shall remove or relocate the improvements in conflict.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Superscript

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

e. Miami Lakes and Hialeah acknowledge that Miami-Dade County and not Miami Lakes nor Hialeah, will do the planning, design, and construction for the improvements to the N.W. 154th Street Bridge, the Green Trail, and any other necessary roadway improvements as contemplated in this Agreement. Additionally, Miami Lakes and Hialeah acknowledge that Miami-Dade County and FDOT, as necessary will issue all necessary permits and perform all necessary inspections for the construction of the improvements to the N.W. 154th Street Bridge, the Green Trail, and any other necessary roadway improvements as contemplated in this Agreement. Neither Miami Lakes nor Hialeah shall raise any objections to the issuance of the aforementioned permit, nor shall either party impede, directly or indirectly, the opening of the N.W. 154 Street Bridge as contemplated in this Agreement.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Left, Indent: Left: 0.5", No bullets or numbering

- d.—
7. This Agreement may only be amended or rescinded in the same manner in which it is to be approved: Initiated by an item proposed and voted upon by the Town Council of Miami Lakes, City Council of Hialeah, and the Board of County Commissioners for Miami-Dade.

8. Subject to FDOT transferring Parcel 5072 to Miami-Dade County, and subject to any necessary approvals, as part of the improvements to N.W. 154th Street Bridge and Green Trail, the County shall transfer the monument in memory of Jakey Duque from its current location to an appropriate location on Parcel 5072 depicted in the attached Exhibit A where such monument will not impede the safe flow of future pedestrian and vehicular traffic. If FDOT does not transfer Parcel 5072 to Miami-Dade County, the Parties will use reasonable efforts to maintain the monument in memory of Jakey Duque in its current location and to the extent it becomes necessary, Hialeah and Miami-Dade County agree to coordinate with Miami Lakes to relocate the monument to a location acceptable to Miami Lakes. Notwithstanding the obligation to make reasonable efforts, Miami Lakes agrees that the monument's location or relocation is subordinate to the proposed vehicular use and necessary roadway improvements of the N.W. 154th Street Bridge as contemplated by this Agreement.

Formatted: Superscript

9. **JOINT PREPARATION:** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties from the other.

10. **SEVERANCE:** In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective.

11. **COUNTERPARTS; ELECTRONIC SIGNATURES:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original signatures.

INTENTIONALLY LEFT BLANK

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Normal

IN WITNESS WHEREOF, the Parties hereto set their hands and official seals the day and year first above written.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA,

BY ITS BOARD OF

COUNTY COMMISSIONERS

HARVEY RUVIN

CLERK OF THE BOARD

BY: _____

Deputy Clerk

BY: _____

County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency:

Assistant County Attorney

|

ATTEST:

CITY OF HIALEAH, a municipal
corporation of the State of Florida

BY: _____

City Clerk

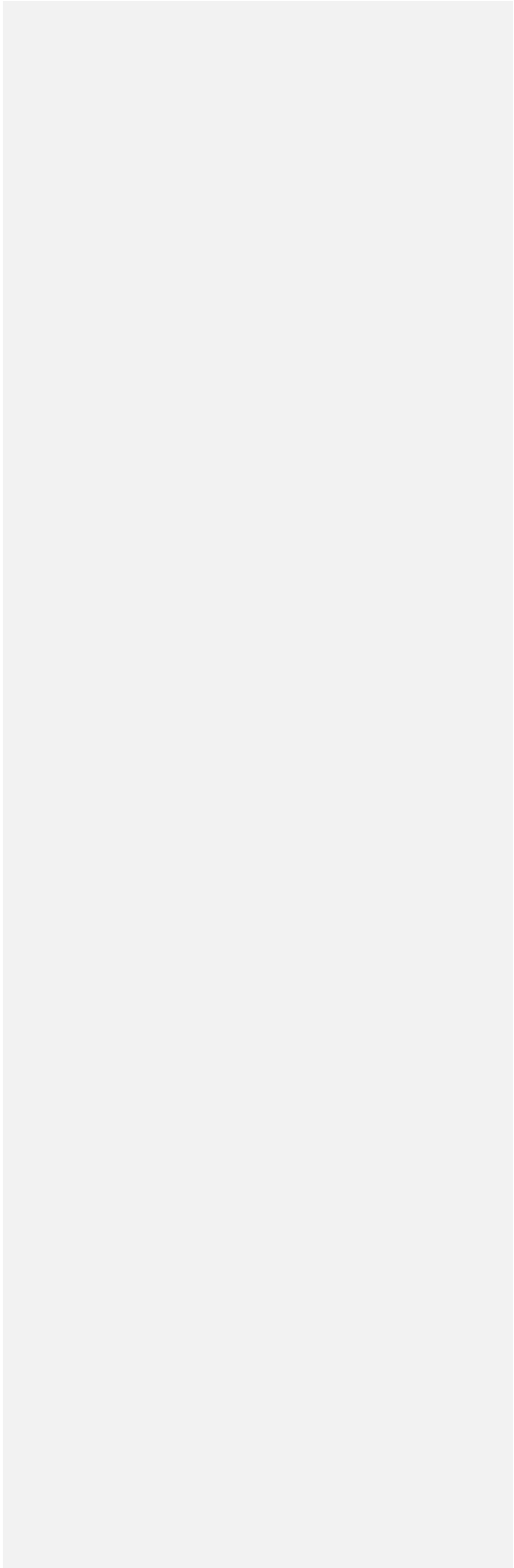
BY: _____

Esteban Bovo, Mayor

(Affix City Seal)

Approved by City Attorney
as to form and legal sufficiency:

City Attorney



|

ATTEST:

TOWN OF MIAMI-LAKES, a municipal
corporation of the State of Florida

BY: _____
Town Clerk

BY: _____
Manny Cid, Mayor

(Affix City Seal)

Approved by Town Attorney
as to form and legal sufficiency:

Town Attorney