



FPL Account Number: **72628-76035**

FPL Work Request Number:

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Doral -Bridge Doral West (L-1522) (hereinafter called the Customer), requests on this 10th day of **February, 2025** , from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) V/O NW 112 Ave and NW 41 Street, located in Doral, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
LED Roadway	263	31500	4000	11	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
STD Concrete 40' (30' MH)	11	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): WE ARE TO INSTALL 11 STD CONCRETE POLES WITH LED ROADWAY FIXTURES UTILIZING 8' ARMS. NON-FPL CONTRACTOR TO INSTALL HH AND BACKBONE AND BORE.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$275.64. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of Doral

Customer (Print or type name of Organization)

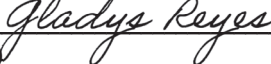
By: 
Signature (Authorized Representative)

Zeida Sardinias

(Print or type name)

Title: City Manager

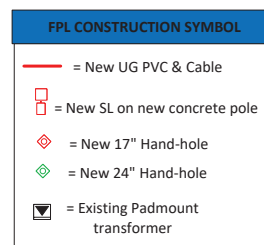
FLORIDA POWER & LIGHT COMPANY

By: 
(Signature)



Gladys Reyes

(Print or type name)

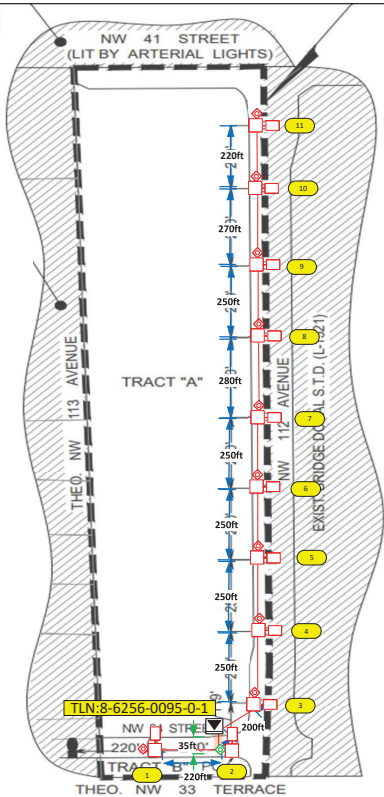
Title: Sr. LED Lighting Representative



Feeder: 810163

Product Summary				
Symbol	Description	Watts	Temp color	Quantity
	ROADWAY 31,500L 4000K	263W	4000K	11
	STD CONCRETE ARM MOUNT 40' (30' MH)			11

AS-BUILT CREW PRINT			ALL REQUIRED GEOTECH DATA MUST BE REVIEWED & IN FULL BY EITHER THE ENGINEER, VENDOR, OR BOTH AT THE LOCATION.			ALL DESIGNER COMMENTS ARE INDICATED BY THE RED BUILT PRINT. MATERIAL CHANGES SHOWN ON RED.			AS-BUILT COPY																						
FORWARDER'S SIGNATURE _____			DATE _____			FORWARDER'S SIGNATURE _____			DATE _____			SUPERVISOR'S SIGNATURE _____			DATE _____			INITIALS _____			CUST. DATE _____										
Easement? Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/> Survey/State? Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/> Work with SMD? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>												<div style="border: 1px solid black; padding: 5px; display: inline-block;">FPL</div>																			
Tree Work? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> Design/State? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> C1/Special Mbr? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>																															
ROAD City WMD		County Rd. RR Xing		County Air DR. Dist.		State Road Transm.		FAA Transm.		MDC SPTX BRIDGE DORAL WEST																					
Requested Tech. Co. Set. Poles? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>																															
Requested Tech. Co. Transfer? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>																															
Requested CAVT Transfer? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>																															
POLE LINE FEET 0'										DUCT BANK FT. 0'										Design by: Ezechieil Aclius Date: 01/19/25											
POLE LINE FT. ON TRANSFORM. POLES 0'										TRENCH FT. 0'										Drawn by: JJM Check by: Dwg. No: 1 OF 2											
TUM/MSD MODEL NO. _____										Man Poring? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> Rotted bar _____										Rural Location Sec. 08 TWP. 47 S. RGE. 25 E.											
SCALE: N.T.S.										St. Lt. MAP NO. MAP# _____										Pri MAP NO. HH0376											
WARE: R/L XXXXXXXX										M/A _____										M/A _____											



Construction Notes(customer to install conduit and handhole):

- Call Locates before digging.
- Loc. 1-11: FPL contractor to install (1) ROADWAY 31,500L 4000K and (1)STD CONCRETE ARM MOUNT 40' (30' MH)
- Verify fixture is working correctly after installation.
- Check 120V to terminal blocks.
- *CHECK VOLTAGE – CONVERT 480V to 120V or 240V* On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay. Contact the FPL PL to assist with this process.
- FPL crew to run #6 DPX cable to all locations shown in the drawing.
- All facilities to be installed within utility easement.
- Customer to contact FPL PL and coordinate staking of all locations prior LED installations. Customer is responsible for any restoration required.

FPL LED Representative: Gladys Reyes

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐



Permit Required for the
installation of lights,
trenching, and
directional
bore in the R/W

AS-BUILT CREW PRINT		ALL REQUIRED GROUND REELS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.		NEW CUSTODIARY COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON R/S		AS-BUILT COPY	
FORWARDER'S SIGNATURE		DATE		FORWARDER'S SIGNATURE		DATE	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMD? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
City		County Rd.		County Air		State Road	
WMD		RR Xing		DR. Dist.		Transm.	
Requested Tel. Co. Set Poles?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Title Attachment Per		Designed by: Ezechiele Alcius	
Requested Tel. Co. Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telephone Co. Use No.		Date: 01/19/25	
Request CAVT Transfer?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Drawn by: JIM	
POLE LINE FEET		0'		DUCT BANK FT.		0'	
POLE LINE FT. ON TRANS. POLES		0'		TRENCH FT.		0'	
TLM/LDS MODEL No.		-		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Potted by: WR XXXXXXXX	
						SCALE: N.T.S.	
						Rural Location Sec. 08 TWP. 47 S. RGE. 25 E.	
						St. Lt. MAP No. MAP# Pri Map No. HH0376	
						M/A NA	



LED Lighting Plan

Account Name:-CITY OF
DORAL

Doral West (L-1522) New
SLs

Completion Date -Calculator Tool	Date
Expected Closed Date	28-Feb-25
Material Delivery Date	18-Apr-25
Estimated Requesting Date	3-Aug-25

Going Green

This plan reduces power consumption by: 12,144.00 kWh / Year

And that eliminates: 8.54 metric tons of CO2 every year

Or removing: 2 cars from the road

TOTAL	11	\$0.00	\$545.09	\$0.00	\$0.00
-------	----	--------	----------	--------	--------

INSTALLATION DETAILS			EXISTING	Option 1	Option 2	Option 3
Installation 1		Fixture		Roadway 31,500L		
		Fixture/Pole	1	1	1	1
		Pole Type		40' with 30'MH Standard Concrete Side Mount		
		Fixture*	\$0.00	\$82.44	\$0.00	\$0.00
Quantity	11	Pole	\$0.00	\$89.54	\$0.00	\$0.00
FPL Conversion	FALSE	Maintenance	\$0.00	\$15.95	\$0.00	\$0.00
Full/Hybrid	Full	Energy	\$0.00	\$81.52	\$0.00	\$0.00
		Monthly Total	\$0.00	\$269.45	\$0.00	\$0.00

ALC Charge Details

Type	Cost
ALC	275.64

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

TRANSFER OF THE BRIDGE DORAL WEST NW 112TH AVENUE AND NW 34TH STREET, STREET LIGHTING SPECIAL TAXING DISTRICT FROM MIAMI-DADE COUNTY TO THE CITY OF DORAL

THIS AGREEMENT FOR TRANSFER OF THE BRIDGE DORAL WEST NW 112TH AVENUE AND NW 34TH STREET, STREET LIGHTING SPECIAL TAXING DISTRICT TO BE CREATED BY MIAMI-DADE COUNTY (**AGREEMENT**), made and entered into this 21ST day of August, 2024, by and between the **CITY OF DORAL, FLORIDA**, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the "City") and **MIAMI-DADE COUNTY**, a political subdivision of the STATE OF FLORIDA (hereinafter referred as the "County").

WITNESSETH

WHEREAS, the City has requested the creation and immediate transfer of control of the Bridge Doral West (Bridge Point) Street Lighting Special Taxing District ("**Special Taxing District**") from the County to the City such that the City Mayor and City Council will become the governing body responsible for the Special Taxing District; and

WHEREAS, the Special Taxing District shall be created along NW 112th Avenue between NW 34th Street and NW 41st Street, and along NW 34th Street approximately 450 feet west of NW 112th Avenue; and

WHEREAS, the City and the County are mutually desirous of transferring the Special Taxing District to the City; and

WHEREAS, the County is immediately transferring the Special Taxing District to the City upon creation, and therefore the County will not establish or provide any services or assets to the Special Taxing District; and

WHEREAS, the City shall take full responsibility for the operation and maintenance of the Special Taxing District as determined herein, including exclusive responsibility for all pre-existing and future liabilities, whether known or unknown,

NOW, THEREFORE, in consideration of the covenants herein provided, the City of Doral and Miami-Dade County agree as follows:

1. The foregoing recitals are incorporated herein.
2. This Agreement shall become effective if passed pursuant to a joint resolution of the City and County transferring the Special Taxing District ("**Transfer Date**").
3. As of the Transfer Date, the Board of County Commissioners will no longer be the governing body of the Special Taxing District and the City Mayor and City Council shall be the governing board of the Special Taxing District.

4. Prior to the Transfer Date, the County's involvement with the Special Taxing District shall be exclusively administrative to effectuate the creation and immediate transfer of the Special Taxing District to the City.
5. On Transfer Date, the County will cease all involvement, and the City will be exclusively responsible for the Special Taxing District.
6. Beginning on the Transfer Date, the City shall be responsible for all pre-existing and future liabilities of the Special Taxing District, whether known or unknown.
7. The City shall be responsible for establishing assessment rates and collecting assessments for the Special Taxing District. If the City intends on using the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, the City shall comply with the requirements of section 197.3632 of the Florida Statutes and shall make such arrangements with the Miami-Dade County Office of the Property Appraiser and Miami-Dade County Tax Collector.
8. The City shall be responsible for arranging for the Special Taxing District's utility accounts and procuring contracts with vendors to provide all necessary services to the Special Taxing District, including, but not limited to, the installation of street lights or other improvements.
9. The City shall be responsible for establishing its own protocols and policies for administration and assessment of the Special Taxing District.
10. The City shall be responsible for the continuous operation, maintenance, repair, and replacement, when necessary, of the Special Taxing District's improvements.
11. The City shall be responsible for payment of all of the Special Taxing District's expenses. It is provided, however, that such payment of the Special Taxing District's expenses incurred by the City are properly chargeable to the Special Taxing District.
12. Within sixty (60) days of the Transfer Date, the County shall provide to the City a final financial reconciliation of all known liabilities for the Special Taxing District. Any omission from the final reconciliation shall not constitute a waiver by either the County or the City for payment to or from the Special Taxing District's account.
13. The County shall issue an invoice to the City for any deficit in the Special Taxing District's account, including, but not limited to, the costs to establish the Special Taxing District. The City shall pay the invoice within sixty (60) days of receipt. It is provided, however, that such expenses incurred by the City are properly chargeable to the Special Taxing District.
14. Pursuant to section 2-8.9 of the Code of Miami-Dade County, the City is encouraged to pay the Living Wage.

15. To the extent allowed by, and subject to the limitations of, section 768.28 of the Florida Statutes, the City does hereby agree to indemnify and hold the County, its officials, employees and instrumentalities, harmless from any and all liability for any damage, injury, or claim that may arise by virtue of the Special Taxing District, or the exercise of any rights, obligations or actions under this Agreement, including, but not limited to, the City's operation of the Special Taxing District or the City's failure to provide services or maintain, repair, replace, or operate the improvements.
16. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the City and the County and shall remain in full force and effect and be binding on the City, and any permitted successors or assigns.
17. In the event that the City requests any third party to assume any of the responsibilities hereunder, the City acknowledges that such assumption shall not relieve the City from any obligations or responsibilities hereunder. Any failure by any third party shall not subject the County to any liability for any damage, injury, or claim that may arise.
18. Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under section 768.28 of the Florida Statutes, or as a waiver of the County's or City's sovereign rights.
19. The language agreed to herein expresses the mutual intent and agreement of the County and the City, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.
20. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the persons listed herein. For the present, the City and County designate the following as the respective places for notice purposes:

FOR THE COUNTY:

Miami-Dade County Mayor
111 NE 1st Street, Suite 2910,
Miami, FL 33128

FOR THE CITY:

City of Doral
Attn: City Manager
8401 NW 54 Terrace
Doral, FL 33166

With a Copy to:

Miami-Dade PROS Director
275 NW 2nd Street, 5th Floor,
Miami, FL 33128

Miami-Dade County Attorney's Office,
111 NE 1st Street, Suite 2810,
Miami, FL 33128

With a Copy to:

City of Doral
Attn: City Attorney
8401 NW 54 Terrace
Doral, FL 33166

FOR CITY OF DORAL, a municipal corporation:

B.H.

BARBARA HERNANDEZ
CITY MANAGER

ATTEST:

Connie Diaz

CITY CLERK

PRINT NAME: Connie Diaz

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Valerie Vance

NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

**FOR THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS,
FLORIDA:**

ATTEST:

BY: *[Signature]*

MAYOR OR MAYOR'S DESIGNEE
Jimmy Morales, Chief Operating Officer

Juan Fernandez-Barquin, Clerk of the Court
and Comptroller

8/21/2024

DATE

BY: *Olga Valverde*

DEPUTY CLERK

Olga Valverde – e18183

8/21/24

DATE



EXHIBIT "A"

RESOLUTION NO. 2023-49

Attached – Resolution 2023-49 approved by City Council

RESOLUTION No. 23-182

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AMENDING RESOLUTION No. 23-49 TO INCLUDE PLAT NUMBER T-24925 IN ADDITION TO T-24917 AS REQUESTED BY MIAMI-DADE COUNTY; RESOLUTION No. 23-49 SUPPORTS THE CREATION OF A LIGHTING SPECIAL TAXING DISTRICT FOR BRIDGE DORAL WEST (T-24917); AUTHORIZING THE CITY MANAGER TO AMEND THE RESOLUTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Miami-Dade County has recommended the need for the creation of a Special Taxing District for the purpose of providing lighting within the Bridge Doral West (Bridge Point) development along NW 112th Avenue between NW 34th Street and NW 41st Street, and along NW 34th Street approximately 450 feet west of NW 112th Avenue; and

WHEREAS, Miami-Dade County adopted section 18-3.1, Miami-Dade County Code, which allows the County and a municipality, by joint resolutions, to designate the governing body of such municipality as the governing body of a new Special Taxing District created wholly within the boundaries of such municipality; and

WHEREAS, the Bridge Doral West development is located entirely within the City of Doral; and

WHEREAS, the City of Doral expresses its support for the creation and establishment of a lighting Special Taxing District for the Bridge Doral West development (T-24917 & T-24925) along NW 112th Avenue between NW 34th Street and NW 41st Street, and along NW 34th Street approximately 450 feet west of NW 112th Avenue, and hereby requests transfer of control and operations of the district upon its creation by Miami-Dade County; and

WHEREAS, Resolution No. 23-49 was adopted by the Mayor and the Councilmembers on April 12, 2023, supporting the creation of the Lighting Special Taxing District and authorizing the City Manager to enter into an interlocal agreement with Miami-Dade County for the creation and transfer of said district; and

WHEREAS, on September 22, 2023, at a progress meeting with the Developer, the City was advised that Miami-Dade County requested Plat Number T-24925 to be included in the Resolution in addition to plat number T-24917 already included; and

WHEREAS, the next steps in the process are for the Board of County Commissioners to establish the Bridge Doral West Special Taxing District (T-24917 & T-24925), adopt a resolution authorizing the transfer of the district to the City of Doral, and execution of an interlocal agreement between the City and the County relating to the transfer of the district; and

WHEREAS, staff respectfully requests authorization from the Mayor and the City Councilmembers to authorize the City Manager to amend Resolution No. 23-49 to include plat number T-24925 in the Resolution language as requested by Miami-Dade County in addition to the originally included T-24917.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The amendment to Resolution No. 23-49 to include plat number T-24925 in the Resolution language as requested by Miami-Dade County in addition to the originally included T-24917 is hereby approved.

Section 3. Authorization. The City Manager is authorized to amend the Resolution and execute the interlocal agreement for transfer of the Bridge Point Doral Special Taxing District upon its creation.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

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

Res. No. 23-182

Page 4 of 4

The foregoing Resolution was offered by Councilmember Puig-Corve who moved its adoption. The motion was seconded by Vice Mayor Pineyro and upon being put to a vote, the vote was as follows:


Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 18 day of October, 2023.



CHRISTI FRAGA, MAYOR

ATTEST:


CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:


VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

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



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: June 4, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(F)(1)

Resolution No. R-474-24

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership ☐, 3/5's ☐, unanimous ☐, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ☐, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ☐, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ☐ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(F)(1)
6-4-24

RESOLUTION NO. _____ R-474-24

RESOLUTION RELATING TO THE BRIDGE DORAL WEST STREET LIGHTING SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE BOUNDARIES OF THE CITY OF DORAL, AND BOUNDED ON THE NORTH BY NW 41 STREET, ON THE EAST BY NW 112 AVENUE, ON THE SOUTH BY THEORETICAL NW 33 TERRACE, AND ON THE WEST BY THEORETICAL NW 113 AVENUE; TRANSFERRING THE SPECIAL TAXING DISTRICT TO THE CITY OF DORAL IN ACCORDANCE WITH SECTION 18-3.1 OF THE CODE OF MIAMI-DADE COUNTY; WAIVING ELECTION PURSUANT TO TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT; APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF DORAL FOR THE TRANSFER; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

WHEREAS, the Board of County Commissioners ("Board") desires to transfer the Bridge Doral West Street Lighting Special Taxing District pursuant to section 18-3.1 of the Code of Miami-Dade County, Florida ("Code"),

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board incorporates the matters set forth in the foregoing recitals as part of this Resolution.

Section 2. Pursuant to section 18-3.1 of the Code, this Board waves election by two-thirds vote of Board members present and designates the governing body of the City of Doral as the governing body of the Bridge Doral West Street Lighting Special Taxing District.

Section 3. The City of Doral shall be responsible for all pre-existing and future liabilities, for the protection of any creditors, whether known or unknown, as set forth in the Interlocal Agreement attached to the County Mayor's memorandum.

Section 4. This Board hereby approves the Interlocal Agreement in substantially the form attached to the County Mayor's memorandum, both of which are incorporated by reference, between Miami-Dade County and the City of Doral and authorizes the County Mayor or County Mayor's designee to execute said agreement and to take all actions necessary to effectuate same.

Section 5. The City of Doral will take full control of the Bridge Doral West Street Lighting Special Taxing District as provided in the Interlocal Agreement.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	absent	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

Agenda Item No. 5(F)(1)

Page No. 3

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of June, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

RC

Ryan Carlin