

# CITY OF CORAL GABLES

## - MEMORANDUM -

**TO:** Vince Lago  
Vice Mayor

**DATE:** August 19, 2020

**CC:** Mayor & Commission

**FROM:** Eduardo Santamaria  
Assistant City Manager

**SUBJECT:** Interlocal Agreement  
for Installation of Fence  
Gate at the Snapper  
Creek Lake Parkway

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Mr. Vice Mayor, you have requested a report on the referenced subject. Please see below in response to your request.

On July 9<sup>th</sup> of this year, Miami Dade County Parks and Recreation (MDPR) transmitted an email (EXHIBIT I) regarding the installation of gate at a location on a segment of existing fencing that runs along the eastern perimeter of two county owned parcels. The two parcels in question comprise the Snapper Creek Lake Parkway (shown on Exhibit II). This email was the culmination of several meetings involving Snapper Creek Lake residents (SCL), the City and Miami-Dade County (MDC). You participated in a number of these meetings, which were held to discuss SCL's requests connected to security in their gated neighborhood. Residents have expressed concerns that, during overnight hours, the parkway provides access to their neighborhood as well as a convenient escape route from, and that said access promotes criminal activity.

The desire to curb criminal activity and the presence of suspicious individuals in the neighborhood during overnight hours so as to provide for a more secure neighborhood is motivating SCL to seek the construction of the gate at the parkway. The gate would be closed from Sunset to Sunrise in accordance to standard MDPR park operating hours and would thereby restrict access to individuals seeking to engage in criminal activity in the neighborhood.

As outlined in MDPR's email, the proposed construction of the gate is subject to certain conditions, which are as follows (our comments, where present are italicized):

- Installation of the gates by the City
  - *This would be passed through to SCL by way of an encroachment covenant between the City and SCL.*
- Fence gate shall remain open from sunrise to sunset
- ADA accessibility shall be provided for public access

- No self-closing mechanism at the gate
- Gateway and gate shall be clearly demarked for public access
  - *A trail that traverses the Parkway is not only depicted on an MDC website, but is well marked with way finding signage (Exhibits III and IV). We would recommend that the signage be modified by the overseeing MDC agency to indicate only daytime access.*
- City to provide fence gate plans for County review
  - *It is my understanding that the applicant SCL has already submitted plans for county review. A formal resubmittal may be required.*
- That the pedestrian bridge above the Snapper Creek Canal be open at all times without gates
  - *MDPR's email mentions City Resolution 2016-131 (Exhibit V), specifically Section 2.(a), which sets this as a condition for the fence constructed along the right-of-way edge of the MDC owned parkway. This fence was constructed by SCL in 2016, pursuant to the passing of the referenced legislation. It is my understanding that this condition was requested by MDC.*
- No restrictions to public access or travel on a public right-of-way
  - *This is established legal standard which defines the essential concept of public access to the public right-of-way in the State of Florida.*

The email also notes requirements originating from Miami-Dade County Department of Transportation and Public Works (MDTPW). They are as follows:

- Ensure access to the park during normal hours of operation (Sunrise to Sunset)
- The party responsible for locking and unlocking the gate must be specified.
  - *This would be by SCL under the encroachment covenant with the City.*

For the City's consideration, MDPR's email also mentions the potential transfer of the Snapper Creek Lake Parkway to the City. Said transfer would be subject to the condition that it remains a park in perpetuity. This may be worthy of future consideration, however, the presence of the trail that traverses the Snapper Creek Parkway, connecting Red Road to Old Cutler Road, makes this a deeper discussion. Given the immediate concerns of the SCL, we recommend proceeding with the interlocal agreement to install the gate at this time and leave the land transfer as a future consideration.

To this end, we have drafted an interlocal agreement (Exhibit VI) for review by the County Attorney's Office, should this Commission provide direction to move this matter forward.

#### Additional Considerations

The parkway and the trail provide connectivity between Old Cutler Road and Red Road. There may be public opposition to their closing in accordance to standard park operating hours. That said the County has authorized the closure. We note that this consideration, along with others, would be resolved by the completion of the missing Old Cutler Road trail segment that would provide connectivity replacing that which is presently provided through the parkway. The completion of this trail segment is a long-standing MDC issue dating back to at least 2004.

### Summary

The residents of Snapper Creek Lake (SCL) have raised concerns regarding security in their gated neighborhood. Their concerns are heightened by access to and from their neighborhood via the Snapper Creek Parkway, which is Miami-Dade County parkland. Snapper Creek Lake residents (SCL) have requested to be able to construct and maintain a gate to be placed at an opening in an already existing fence that runs along the right-of-way edge of the parkway. The gate would be open during typical park operating hours, from sunrise to sunset. SCL would lock and unlock the gate in accordance to the operating hours.

Miami-Dade County Parks & Recreation (MDPR) has transmitted email correspondence approving SCL's request, subject to conditions. These conditions involve an interlocal agreement between the City and Miami-Dade County. MDPR is also suggesting the potential transfer the Snapper Creek Lake Parkway to the City. It is our opinion that this offer should be considered separately and that the City only consider the question regarding the gate at this time. Should the Commission desire to move forward, a draft interlocal agreement has been drafted for discussion.

I am happy to answer any further questions you might have.

CC: Peter J. Iglesias, City Manager  
Miriam Soler-Ramos, Esq., City Attorney  
Hermes Diaz, PE, Public Works Director  
Naomi Garcia-Levi, Esq. Assistant City Attorney  
Ed Hudak, Chief of Police

ATT: As noted

## EXHIBIT I (Highlights Added)

**Santamaria, Eduardo**

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**From:** Cornely, Joe (MDPR) <Joe.Cornely@miamidade.gov>  
**Sent:** Thursday, July 9, 2020 10:01 AM  
**To:** Lago, Vincente; Santamaria, Eduardo; Ramos, Miriam; Iglesias, Peter  
**Cc:** Nardi, Maria I. (MDPR); Santamaria, Eduardo; pwinkeljohn@gmssf.com; Gomez, Jorge; Diego Rodriguez; Diaz, Hermes; Diaz, Claudia (DTPW); Rodas, Paul; Martin, Sonless (DIST7); Rizo, Monica (CAO)  
**Subject:** RE: Snapper Creek Reso. 2016-131  
**Attachments:** CD10\_MiniPark2\_InterdepartmentalAgreement\_ISD-PROS.pdf

**CAUTION:** External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Vice Mayor Lago,

I hope this email finds you well. As a follow up to the on-site meeting regarding the proposed gate installation at Snapper Creek Lake Parkway. Below please find our comments:

1. If the City is willing to install and maintain the gate as you mentioned, we will need to enter into an agreement. The following needs to occur:
  1. Simple one pager interlocal agreement between the City of Coral Gables and Miami-Dade County: City to provide the draft agreement for the MD County attorney's office review.
    - i. Fence gate shall remain open from sunrise to sunset
    - ii. Public access needs to be ADA accessible
    - iii. The gate shall not have a self-closing mechanism
    - iv. Gateway and gate shall be clearly demarcated for public access
    - v. Provide signage informing pedestrians and bicyclists of public trail access
  2. City to provide the County fence gate plans for County review and approval
2. For your consideration we would like to transfer Snapper Creek Lake Parkway to the City of Coral Gables to expand your park assets. As you may know Solano Prado Park is currently being transferred to the City of Coral Gables. As a policy, the County has divested themselves of mini parks located within city boundaries and transferred them to the respective municipality, for the properties to remain as public parks in perpetuity.

We agree with the City of Coral Gables Resolution No. 2016-131. Section 2.(a) "That the pedestrian bridge above the Snapper Creek canal be maintained open with no gates at all times."; therefore, the installation of the gate cannot be in violation of the City's Resolution or regulations. We agree with the City regarding your policy that no restrictions should be provided to the public to gain access or travel on a public right-of-way.

We confirmed that Claudia Diaz from the County's Department of Transportation and Public Works (DTPW) met with Diego Rodriguez. She mentioned to Diego that the request needs to be made through the Special Taxing District (the Snapper Creek Lake Special Tax District has been transferred to the City and is managed by the City) and that DTPW would approve the gate with the following requirements:

1. The gate is only closed from sunset to sunrise, to ensure that access to the park is provided during normal hours of operation.
2. The gate approval needs to specify who will be the responsible party to lock and unlock the gate.

Please see attached example for interlocal agreement.

Very Respectfully,

Joe Cornely  
**Assistant Director,**  
Planning, Design, and Construction Excellence Division  
Miami-Dade County Parks, Recreation, and Open Spaces  
275 NW 2nd Street, 4<sup>th</sup> Floor, Suite 401  
Miami, Florida 33128  
(305) 755-7912 Office  
(786) 427- 7253 Cellular  
[Joe.Cornely@miamidade.gov](mailto:Joe.Cornely@miamidade.gov)



*"Connecting People and Parks for Life"*

*Please consider the environment before printing this email.*

*Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.*

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## EXHIBIT II Snapper Creek Lake Parkway Aerial





EXHIBIT IV Old Cutler Trail Wayfinding



Trail Wayfinding at Old Cutler Road & Snapper Creek Lakes Entrance



Trail Wayfinding at Old Cutler Road & Snapper Creek Lakes Parkway



Trail Wayfinding at Red Road & Bridge over Canal



Trail Wayfinding at Snapper Creek Lakes Parkway Gate Location



## EXHIBIT V (Highlights Added)

### CITY OF CORAL GABLES, FLORIDA

#### RESOLUTION NO. 2016-131

A RESOLUTION AUTHORIZING ENCROACHMENTS AT SNAPPER CREEK SUBDIVISION CONSISTING OF A 786 FT., 6'-0" HIGH ALUMINUM FENCE ALONG THE WEST PROPERTY LINE OF TWO MIAMI-DADE COUNTY PARCELS AND THE EAST BORDER OF THE "WATER MANAGEMENT DISTRICT" CANAL RIGHT-OF-WAY WITHIN THE SNAPPER CREEK LAKES SUBDIVISION, CORAL GABLES; SUBJECT TO REQUIREMENTS OF THE PUBLIC WORKS DEPARTMENT.

**WHEREAS**, Mr. Joseph A. Hassan, President of Snapper Creek Lakes Club, Inc., is requesting authorization for encroachments at the Snapper Creek Subdivision consisting of installation of a 786 ft., 6'-0" high aluminum fence along the west property line of two Miami-Dade County parcels and the east border of the "Water Management District" canal right-of-way within the Snapper Creek Subdivision, Coral Gables; and

**WHEREAS**, the proposed encroachment has been reviewed and approved by the City's Board of Architects on April 1, 2016, under permit number **AB-16-04- 5636**, which includes the proposed fence encroachments, shown in the plans prepared by Ruben Travieso, Architect; and

**WHEREAS**, preliminary approvals have been obtained from "South Florida Water Management District" and "Miami-Dade County Parks and Recreation Department";

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA:**

**SECTION 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

**SECTION 2.** That the request for encroachments at the Snapper Creek Lakes Subdivision consisting of installation of a 786 ft., 6'-0" high aluminum fence along the west property line of two Miami-Dade County parcels and the east border of the "Water Management District" canal right-of-way within the Snapper Creek Subdivision shall be and it is hereby approved, subject to the following requirements of the Public Works Department:


- a. That the pedestrian bridge above the Snapper Creek canal be maintained open with "no gates" at all times;
- b. That the proposed encroachments shall conform to the Florida Building Code and all pertinent Codes;
- c. That the City of Coral Gables reserves the right to remove, add, maintain, or have Snapper Creek Lakes Club, Inc. remove any of the improvements within the right-of-way, at Snapper Creek Lakes, Inc.'s expense;
- d. That Snapper Creek Lakes Club, Inc. shall maintain the proposed encroachments in good condition at all times, at Snapper Creek Lakes Club, Inc.'s expense;

- e. That in the event the Public Works Department must issue a permit for a utility cut in the future affecting the area in which the encroachments are approved, Snapper Creek Lakes Club, Inc. shall replace any portion of the approved encroachment, at Snapper Creek Lakes Club, Inc.'s expense;
- f. That Snapper Creek Lakes Club, Inc. shall meet with the City Attorney's office for the purpose of providing all of the information necessary for the office to prepare a Restrictive Covenant to be executed by Snapper Creek Lakes Club, Inc., which runs with the title of the property, and which states, in addition to the above mentioned requirements, that Snapper Creek Lakes Club, Inc. will provide Public Liability Insurance coverage for the encroachment in the minimum limits required by the City, and naming the City as an additional insured under the policy;
- g. That copies of the Restrictive Covenant, when fully executed and filed, together with certification of required insurance, be presented to the Development Services and Public Works Departments and permits thereafter be obtained for the work from both of these Departments.
- h. That a permit from the authority with jurisdiction be obtained for the gate required by South Florida Water Management District.

**SECTION 3.** That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWENTY-FOURTH DAY OF MAY, A. D., 2016.  
(Moved: Slesnick / Seconded: Quesada)  
(Yeas: Lago, Quesada, Slesnick, Keon, Cason)  
(Unanimous: 5-0 Vote)  
(Agenda Item: C-13)

ATTEST:

  
WALTER J. FOEMAN  
CITY CLERK

APPROVED:

  
JIM CASON  
MAYOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
CRAIG E. LEEN  
CITY ATTORNEY

## EXHIBIT VI Draft Interlocal for Installation of Gate

### **SNAPPER CREEK LAKE PARKWAY INTERLOCAL AGREEMENT BETWEEN THE CITY OF CORAL GABLES AND MIAMI-DADE COUNTY**

This Snapper Creek Lake Parkway Interlocal Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2020 between the City of Coral Gables, Florida (the “City”) and Miami-Dade County, Florida (the “County”) (each a “Party” and, collectively, the “Parties”) in accordance with the terms and conditions set forth herein.

**WHEREAS**, the City received a request to facilitate the installation of a pedestrian gate on County property at the canal-side entrance of Snapper Creek Lake Parkway (insert exact location) by the Snapper Creek Lakes Special Taxing District (“Special Taxing District”); and

**WHEREAS**, representatives from the City and County met on several occasions to determine the best path forward to balance the safety concerns of the residents of Snapper Creek Lakes and the need to maintain open access to several public amenities in the affected area such as the pedestrian food bridge that crosses the Snapper Creek Lake and the regional bike trail; and

**WHEREAS**, the City and County are mutually desirous of maintaining open access to Snapper Creek Lake Parkway between the hours of sunrise; and

**WHEREAS**, Coral Gables Resolution No. 2016-131 requires the footbridge to remain open with “no gates” at all times; and

**WHEREAS**, the City agrees to install, and the County agrees to allow the installation, of a gate on county property at the entrance of Snapper Creek Lake Parkway; and

**WHEREAS**, the City’s action under this Agreement is conditioned upon the Special Taxing District taking sole responsibility for locking the gate at sunset and unlocking the gate at sunrise daily, so as to maintain pedestrian access to all public amenities during regular park hours; and

**NOW, THEREFORE**, in consideration of the covenants herein provided, the County and the City agree as follows:

1. The above recitals are hereby incorporated into this Agreement as if fully set forth herein.
2. The City shall provide the plans for the gate to the County Public Works Department for approval prior to installation.
3. The gate shall remain unlocked from sunrise to sunset.
4. The City shall ensure that the gate and immediate surrounding area are ADA accessible.
5. The gate shall not have a self-closing mechanism.
6. The gateway and gate shall be clearly demarcated for public access.
7. The City shall provide signage informing pedestrians and bicyclists of the public trail.

8. The Special Taxing District shall be solely responsible for locking the gate at sunset and unlocking it at sunrise.

9. **Term.** This Agreement is intended to be in place for the duration of the existence of gate.

**10. Termination.**

11. **Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, return receipt requested, or by Federal Express, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To County: Miami-Dade County  
Stephen P. Clark Center  
111 Northwest 1st Street, 29th Floor  
Miami, Florida 33128  
Attn.: County Mayor and County Attorney

To City: City of Coral Gables  
405 Biltmore Way  
Coral Gables, Florida 33134  
Attn: City Manager and City Attorney

This Agreement shall be in effect as of the date executed by both Parties below. (Commission approvals required?)

**12. Modification.** The City and County may modify this Agreement by mutual written consent given by the County Mayor and the City Manager or their respective designees.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2020, in Miami-Dade County, Florida.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

Harvey Ruvin, Clerk

By its Board of County Commissioners

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Carlos A. Giménez, Mayor

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Assistant County Attorney

ATTEST:

CITY OF MIAMI

\_\_\_\_\_  
Billy Y. Urquia , City Clerk

\_\_\_\_\_  
Peter J. Iglesias City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

\_\_\_\_\_  
Miriam S. Ramos  
City Attorney

APPROVED AS TO INSURANCE  
REQUIREMENTS:

\_\_\_\_\_  
David Ruiz  
Risk Manager