Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(D)(1)(J)
03-06-07

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

RESOLUTION NO. R-278-07

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND THE MIAMI-DADE COUNTY STORMWATER UTILITY FOR STORMWATER MANAGEMENT; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE TERMINATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the interlocal agreement between the City of Miami Gardens and the Miami-Dade County Stormwater Utility for stormwater management responsibilities and the use of applicable funds for stormwater management work by the City of Miami Gardens and the Miami-Dade County Stormwater Utility in shared stormwater drainage systems near or within the boundaries of the City of Miami Gardens, commencing on October 1, 2006, and expiring on September 30, 2011, in substantially the form attached hereto, and made a part hereof; and authorizes the County Mayor or his designee to execute same for and on behalf of the Miami-Dade County Stormwater Utility; and to exercise the termination provisions contained therein.

The foregoing resolution was offered by Commissioner Katy Sorenson, who moved its adoption. The motion was seconded by Commissioner Sally A. Heyman and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of March, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

PST

Peter S. Tell

Memorandum

MIAMI-DADE COUNTY

Date: March 6, 2007

Agenda Item No. 8(D)(1)(J)

To: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the Execution of an Interlocal Agreement Between the City of Miami Gardens and the Miami-Dade County Stormwater Utility for Stormwater Management

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RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the execution of an interlocal agreement with the City of Miami Gardens (City) for stormwater management. This agreement is provisional upon Board approval of the City's request for exemption from the Miami-Dade County Stormwater Utility (Utility), and commenced on October 1, 2006, and will remain in effect for a period of five years, expiring on September 30, 2011. The agreement establishes relationships and responsibilities for operation and maintenance of stormwater systems shared by the City and the Utility. The City shall be responsible for an estimated annual total of $896,268 (5-year total - $4,481,340) in shared costs and the annual shared cost to the Utility is $147,032 (5-year total - $735,160).

BACKGROUND

The Utility was established as a countywide utility by the Miami-Dade County Board of Commissioners through the adoption of Ordinance 91-66, creating Article V of Chapter 24 of the Code of Miami-Dade County. The countywide applicability of this utility sets a uniform approach to stormwater management in Miami-Dade County. The municipalities were given the option to become part of the Miami-Dade County Stormwater Utility or to create their own dedicated source of stormwater funding in accordance with Section 403, Florida Statutes.

Pursuant to Resolution No. 2005-88-265, passed and adopted by the City on June 22, 2005, Ordinance No. 2006-25-106 and Resolution No. 2006-152-498, both passed and adopted by the City on December 13, 2006, the City, respectively requested exemption from the provisions of the Utility, created stormwater management regulations within its City Code with its own stormwater utility as its funding source, and approved the interlocal agreement for stormwater management. Therefore, the proposed interlocal agreement establishes relationships and responsibilities for the operation and maintenance of stormwater systems shared by the City of Miami Gardens and the Miami-Dade County Stormwater Utility.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: March 6, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(D)(1)(J)

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

RESOLUTION NO. 05-88-265

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, REQUESTING THAT PURSUANT TO SECTION 24-51 OF THE MIAMI-DADE COUNTY CODE, THAT THE BOARD OF COUNTY COMMISSIONERS EXEMPT THE CITY FROM INCLUSION IN THE COUNTY'S STORMWATER UTILITY; COMITTING TO ESTABLISH A STORMWATER UTILITY WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY IN ACCORDANCE WITH SECTION 403.0893(1)(2), OR (3), FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN INTERLOCAL AGREEMENT WITH THE COUNTY FOR THE COLLECTION OF THE CITY'S STORM WATER UTILITY FEES; AUTHORIZING THE CITY CLERK TO SEND COPIES OF THIS RESOLUTION TO THE APPROPRIATE OFFICIALS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is currently part of the Miami-Dade County Stormwater Utility (the "Utility"); and

WHEREAS, pursuant to Section 24-51, et seq., of the County Code, the City may request that the Board of County Commissioners exempt the City from the provisions of Section 24-51, et. seq., and

WHEREAS, the City Manager recommends that the City request that the County exempt the City from the Utility, commit to implement the provisions of Section 403.0893(1), (2) or (3), Florida Statutes, by creating a stormwater utility, and adopt stormwater utility fees sufficient to plan, construct, operate and maintain a stormwater management system; and

WHEREAS, the City's engineers are preparing a stormwater master plan and as part of the plan, the City Council intends on establishing a stormwater utility within the municipal boundaries of the City,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF

5

RESOLUTION NO. 2005-88-265

THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Request. The City of Miami Gardens requests that the Miami-Dade County Board of County Commissioners exempt the City from the provision of Section 24-51, e. seq.

Section 3. Commitment. The City of Miami Gardens commits to implement the applicable provisions of Section 403.0893(1), (2) or (3), Florida Statutes, to create and fund a stormwater utility within the municipal boundaries of the City of Miami Gardens.

Section 4. Authorization. The City Manager is authorized to negotiate with the County an Interlocal Agreement for the collection of City's stormwater utility fees.

Section 5. Clerk's Notification. The City Clerk is directed to file a certified copy of this Resolution with the Clerk of the Board of County Commissioners and the Director of **DERM**.

Section 6. Effective Date: This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JUNE 22, 2005.

Shirley Gibson

SHIRLEY GIBSON, MAYOR

RESOLUTION NO. 2005-88-265

ATTEST:

RONETTA TAYLOR, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:
Reviewed by Sonja K. Dickens, City Attorney

SPONSORED BY: City Manager Dr. Danny O. Crew

MOVED BY: Mayor Gibson
SECONDED BY: Councilman Bratton

VOTE: 4-0

Mayor Gibson	x (Yes)	___(No)
Vice Mayor Campbell	x (Yes)	___(No)
Councilman Melvin L. Bratton	x (Yes)	___(No)
Councilman Oscar Braynon, II	___(Yes)	___(No) Not present
Councilwoman Audrey J. King	___(Yes)	___(No) Not present
Councilwoman Sharon Pritchett	x (Yes)	___(No)
Councilwoman Barbara Watson	___(Yes)	___(No) Out of town

ORDINANCE NO. 2006-25-106

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CREATING IN THE CITY CODE OF ORDINANCES, "STORMWATER MANAGEMENT" REGULATIONS; PROVIDING FOR PURPOSE; PROVIDING DEFINITIONS; ESTABLISHING A UTILITY; PROVIDING FOR A CUSTOMER BASE; PROVIDING FOR UTILITY FEE CATEGORIES AND FEE SCHEDULES; PROVIDING FOR EXEMPTIONS; ESTABLISHING AN ENTERPRISE FUND; PROVIDING FOR ADJUSTMENTS, APPEALS, ENFORCEMENT, AND PENALTIES; PROVIDING FOR COUNTY APPROVAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens is currently part of the Miami-Dade County Stormwater Utility, and, as part of that Utility, Miami-Dade County is responsible for the maintenance of the City's Stormwater Management System ("SMS"), which includes, but is not limited to, conduits, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration facilities, and other components as well as natural waterways and the secondary canal system and its rights-of-way, and

WHEREAS, by Resolution No. 2005-88-265, adopted June 20, 2005, the City of Miami Gardens has exercised its option to be exempt from the provisions of the Miami-Dade County Stormwater Utility, and

WHEREAS, Florida local governments have authority to establish a Stormwater Management Utility ("SMU") pursuant to the Home Rule Powers provided in the Florida Constitution and Chapter 163 and 166, Florida Statutes, in order to maintain and operate the SMS, and

WHEREAS, those elements of the City storm and surface water management system that provide for collection, storage, treatment, and conveyance of stormwater are a benefit to all of the citizens, residents, and property owners of the City of Miami Gardens, Florida, and

WHEREAS, through the creation of the City SMU, the City will become responsible for the ownership, maintenance, and expansion of the existing stormwater management system located within the City's limits for the purpose of collecting and disposing of storm and other surface water, and

WHEREAS, the City Council of the City of Miami Gardens finds that although each developed property in the City has varying degrees of water retention, all properties contribute to some extent to the City's stormwater drainage issues and that all citizens and property owners of the City will benefit from the establishment of a City SMU, and

WHEREAS, the cost of operating and maintaining the SMS and the financing of existing and future repairs, replacement, improvements, and extensions thereof should, to the extent practicable, be allocated in relationship to the contribution to the need for services, and

WHEREAS, the SMS requires scheduled maintenance, rehabilitation and replacement, and

WHEREAS, public health, safety, and welfare are adversely affected by poor water quality and flooding resulting from inadequate stormwater management practices, and

WHEREAS, use of the SMS is dependent on factors that influence runoff, including land use and impervious areas, and

WHEREAS, the fee structure contained in this Ordinance is a logical, reasonable, and rational basis and means for allocating the costs for a SMU to the several types of developed properties located within the City, and is based on the relative contribution of such developed properties to the need for the SMS, and

WHEREAS, the Florida legislature, through the adoption of Section 403.0893, Florida Statutes, specifically authorizes and encourages local governments to provide stormwater management services as a utility function for which service charges may be levied, and

WHEREAS, the Federal Clean Water Act (33 U.S.C. 1251 *et. seq.*) and implementing regulations, adopted by the Federal Environmental Protection Agency (EPA), requires permitting of the City's municipal separate stormwater system to ensure that minimum water quality standards are met, and

WHEREAS, the adoption of an SMU program will generate fees needed to implement the level of service (LOS) standards contained in the City Comprehensive Plan's Drainage Element and the Capital Improvement Element, adopted in conformance with the requirements of Chapter 163, Florida Statutes, and

WHEREAS, local natural resources features (such as waterways, lakes, mangroves, wetlands, and groundwater supplies) can be protected and enhanced as part of the SMU program, and

WHEREAS, the City Council of the City of Miami Gardens finds it to be in the best interest of the health, safety, and general welfare of the residents and citizens of the City to provide for a municipal stormwater management utility to maintain and operate the SMS.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, THAT:

SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas Clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

SECTION 2. ESTABLISHMENT OF STORM WATER UTILITY: There is hereby established an Ordinance in the City of Miami Gardens called "Stormwater Management," as follows:

STORMWATER MANAGEMENT

Sec. 1. Purpose.

It is the purpose and intent of the city to create a municipal stormwater utility pursuant to Section 403.0893(1), Florida Statutes, as amended from time to time, and to establish stormwater utility fees to be levied against all developed property in the city in the amounts sufficient to plan, control, operate and maintain the City's Stormwater Management System pursuant to Section 403.0891(3), Florida Statutes.

Sec. 2. Construction.

This Ordinance shall be liberally construed to protect the public health, safety, and welfare, and to effectuate the purposes set forth herein.

Sec. 3. Definitions.

For purposes of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

(a) *Developed Property*: Real property within the city on which improvements have been made to foster commercial, residential or civic use, and/or any property on which impervious structures have been placed. For new construction, a property shall be considered developed for purposes of this Ordinance; (1) upon issuance of a certificate of occupancy or upon completion of construction or final inspection if no such certificate is issued; or (2) where construction is at least fifty percent (50%) complete and construction is halted for a period of three (3) months.

(b) *Equivalent Residential Unit ("ERU")*: The representative average impervious area of single-family residential property located in the city.

(c) *Impervious area*: Any part of any parcel of land that has been modified by the action of persons to reduce the land's natural ability to absorb and hold rainfall. This includes areas that have been cleared, graded, paved, graveled, or compacted, or covered with structures. Excluded are all lawns, landscape areas, and gardens or farming areas.

(d) *Manager*: The city manager or his or her designee.

(e) *Multi-family property*: All residential development not classified as single-family residential.

(f) *Nonresidential property*: All property not zoned or used as single-family or multi-family residential property as defined in this Ordinance.

(g) *Residential property*: Any later parcel developed exclusively for residential purposes, including but not limited to, single-family homes, manufactured homes, multi-family apartment buildings and condominiums, and transient rentals such as hotels and motels.

(h) *Single-family property*: All single-family detached residential dwelling structures. All other residential development shall be classified as multifamily.

(i) *SMU Director*: The designee of the city manager responsible for implementing the SMU function.

(j) *Stormwater*: That part of precipitation that travels over natural, altered, or improved surfaces to the nearest stream, canal, or channel or impoundment and may appear in surface waters.

(k) *Stormwater Management Plan*: An approved plan for receiving, handling, and transporting storm and surface waters within the city Stormwater Management System.

(l) *Stormwater Management System*: All natural and man-made elements used to convey stormwater from the first point of impact with the surface of the earth to a suitable outlet location internal or external to the boundaries of the city. The Stormwater Management System includes all pipes, channels, streams, canals, ditches, wetlands, sinkholes, detention/retention basins, ponds, secondary canals and their rights-of-way, and other stormwater conveyance and treatment facilities, whether public or private.

(m) *Undeveloped Property*: All real property within the city which does not meet the definition of developed property.

Sec. 3. Utility established.

(a) There is hereby created and established a Stormwater Management Utility (SMU) program, which shall provide the operational means of implementing and carrying out the functional requirements of the Stormwater Management System. The SMU program shall be part of the overall utility systems of the city.

(b) The governing body of the stormwater utility program shall be the City Council.

Sec. 4. Customer base.

All real property within the jurisdictional boundaries of the city shall be subject to SMU fees unless specifically exempted. The fees shall apply to all tax-exempt properties, including properties of federal, state, city, and county agencies and nonprofit organizations.

Sec. 5. Utility fee categories.

(a) SMU fees are established and amended as necessary to be sufficient to plan, construct, operate, and maintain the stormwater management system, as required by Section 403.0891(3), Florida Statutes. All lots and parcels subject to SMU fees in the City are divided into three (3) classes as follows;

(1) Single-family Property: Each single-family property shall be considered 1.0 ERU's for billing purposes.

(2) Multifamily: Each multifamily unit shall be considered as 0.6 ERU's for billing purposes.

(3) Houses of Worship classified by the Miami-Dade County Property Appraiser as land use type 71 shall be assessed a monthly utility fee which is fifty (50%) percent of the fee for nonresidential developed property calculated pursuant to Paragraph (a)(4) below.

(4) Nonresidential Property: The monthly utility fee for all nonresidential properties shall be billed and calculated in accordance with the following formula:

The value of one ERU for non-residential property is hereby determined to be 1,548 square feet of impervious area. (1,548 square feet of impervious area = 1.0 ERU).
In instances where multiple utility customers occupy a developed property, the city shall implement a rational and equitable proration related to the occupancy contained thereon for billing purposes.

The Utility Fee Shall = (Number of non-residential ERUs) x (rate per ERU)

A minimum value of one (1.0) ERU shall be assigned to each nonresidential property.

(b) For the purposes of calculating SMU fees, the calculation of ERUs is based upon property usage, as determined by the city and based on, but not limited by, state and county land use codes, occupational licenses, city land development regulations, and site inspections.

(c) The number of ERUs calculated for each account shall be rounded to the nearest one hundredth of a whole number.

Sec. 6. Fee schedule and payment.

(a) The fee schedule shall be adopted by separate resolution to be amended by the City Council from time to time.

(b) SMU fees shall be billed and collected as a separate line item on utility account bills. The City is authorized to utilize Miami-Dade County as an acceptable third party to perform billing services.

(c) Bills for SMU fees shall be payable at the same time and in the same manner and subject to the penalties as provided in this Section II of this Ordinance.

(d) Separate accounts for stormwater utility services only may be established if other utilities are not furnished to the property.

(e) The owner of the property is ultimately responsible for all SMU fees imposed under this Article.

Sec. 7. Exemptions.

The following real property located in the city shall be exempt from the imposition of SMU fees:

(a) Undeveloped property.

(b) Paved or improved public rights-of-way.

(c) Agriculture-classified properties under agriculture uses.

Sec. 8. Stormwater Utility Enterprise funds.

(a) An SMU Enterprise Fund (the "Fund") account, into which all revenues from SMU utility fees, connection charges, grants, or other funding sources shall be deposited and from which all expenditures related to the SMU shall be paid, is hereby established.

(b) Accounting and reporting procedures shall be consistent with Florida General Law. Expenditures from the Fund for activities that are not related to the city SMU shall not be permitted, except for a prorated charge for general government services as is in effect for other city utility operations.

(c) The monies within the fund shall be used for the exclusive use of the City's Stormwater Management Utility, including but not limited to the following;

(1) Stormwater Management services, such as studies, design, permit review, planned preparation, and development review;

(2) operation, maintenance, repair, and replacement of the stormwater collection, storage, treatment, and conveyance infrastructure;

(3) project cost related to constructing major or minor structural improvements to the stormwater-related infrastructure as provided in any City Stormwater Management Plan;

(4) administrative costs associated with the management of the SMU fee;

(5) debt service financing of stormwater-related capital improvements defined in any City stormwater management plan including City's pro rata share of the Miami-Dade County Stormwater Utility Revenue Bond Series 1999 and Series 2004;

(6) funding of any studies, including water quantity and quality monitoring aerial photography and geotechnical work associated with the planning of stormwater-related infrastructure.

Sec. 9. Request for Adjustment.

All requests for adjustment of the SMU fee shall be submitted to the SMU Director and shall be reviewed as follows:

(a) All requests shall be in writing and set forth in detail the grounds upon which an adjustment is sought. All requests shall be judged on the basis of the amount of impervious area on the lot or parcel, and/or additional or enhanced stormwater facility on or serving the lot or parcel. No credit shall be given for the installation of facilities required by county or city development codes or state stormwater regulations.

(b) Adjustment requests made during the first calendar year that the fee is imposed shall be reviewed by the SMU Director within a one-year period from the date of submission. Adjustments resulting from such requests shall be retroactive to the effective date of this Ordinance.

(c) All adjustment requests received after the first calendar year that the fee is imposed shall be reviewed by the SMU Director within a four (4) month period from the date of submission. Adjustments resulting from such requests shall be retroactive to the date of submission of the adjustment request, but shall not exceed one (1) year.

(d) The customer or property-owner requesting the adjustment may be required, at his own cost, to provide supplemental information to the SMU Director including but not limited to, facts, opinions, survey data, and engineering to substantiate customer's case. Failure to provide such information may result in a denial of the adjustment request.

(e) The SMU Director shall provide the person requesting the adjustment with a written determination of the request within the time provided herein. Any adjustments shall be prorated monthly.

Sec. 10. Appeal Process.

Any customer or property owner who disputes the result of a request made to the SMU Director for adjustment may petition in writing to the city manager for a review of said charges. The decision of the city manager shall be final.

Sec. 11. Enforcement and Penalties.

(a) Stormwater Utility Fees shall be payable when due and, if late, shall be subject to a ten (10%) percent late charge. Any unpaid balance for such fees and late charges shall be subject to an interest charge at the rate of eight (8%) per annum. Imposition of such interest charge shall commence sixty (60) days after the past due date of the fees set forth on the utility bill. Nonpayment of any portion of the Stormwater Utility fee shall be considered as nonpayment of all other utilities appearing on the bill and may result in the termination of all utility services appearing on the bill.

(b) All fees, late charge and interest accruing, thereupon due and owing to the utility which remain unpaid sixty (60) days after the past due date of the fees shall become a lien against and upon the developed property for which the fees are due and owing to the same extent and character as alien for a special assessment. Until fully paid and discharged, said fees, late charges, and interest accrued thereupon shall be, remain, and constitute a special assessment lien equal in rank and dignity with the lien of ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles, and claims in, to or against the developed property involved for the period of five years from the date said fees, late charges, and interest accrued thereupon, become a lien as set forth in this chapter. Said lien may be enforced and satisfied by the City, on behalf of the SMU, pursuant to Chapter 173, Florida Statutes, as amended from time to time, or any other method permitted by law. The lien provided for herein shall not be deemed to be in lieu of any other legal remedies for recovery of said fee, late charges, and accrued interest available in the City and to the utility.

(1) Notice. For fees which become more than sixty (60) days past due and unpaid, the City or the SMU shall cause to be filed in the office of the Clerk of the Circuit Court of Miami-Dade County, Florida, a notice of lien or statement showing a legal description of the property against which the lien is claimed, its location by street and number, the name of the owner, and an accurate statement of the fees and late charges then unpaid. A copy of such notice of lien may be mailed within a reasonable time to the owner of the property involved as shown by the records of the tax collector of the county.

(2) Satisfaction. Liens may be discharged and satisfied by payment to the City, on behalf of the utility, of the aggregate amounts specified in the notice of lien, together with interest accrued thereon, and all filing and recording fees. When any such lien has been fully paid or discharged, the City shall cause evidence of the satisfaction and discharge of such lien to be filed with the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida. Any person, firm, corporation, or other legal entity, other than the present owner of the property involved, who fully pays any such lien shall be entitled to an assignment of lien and shall be subrogated to the rights of the City and the utility with respect to the enforcement of such lien.

(3) Exemption to notice. Notwithstanding other provisions to the contrary herein, the City on behalf of the SMU shall have the discretion not to file notices of lien for fees, late charges, and interest accrued thereupon in an amount less than one hundred ($100.00) dollars. If the City or the SMU elects not to file a notice of lien, said fees, late charges, and accrued interest shall remain as debts due and owing in accordance with the provisions of this ordinance.

(4) Certificates verifying amount of debt. The utility is authorized and directed to execute and deliver upon request written certificates certifying the amount of fees, late charges, and interest accrued thereupon, which are due and owing to the utility and the City, for any developed property which is subject to payment of said fees, or the utility may certify that no fees, late charges or accrued interest are due and owing. Said certificates shall be binding upon the City and the utility. Third party requests for Certificates may incur a reasonable charge based on administration and clerical time to research, produce and transmit said Certificates.

SECTION 3: EXEMPTION: Pursuant to Section 24-61.2 of the Code of Ordinances of Miami-Dade County, this Ordinance shall become effective immediately upon its passage and the granting of an exemption from the provisions of Article IV, Chapter 24 of the Code of Ordinances of Miami-Dade County.

SECTION 4: CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY: If any section, subsection, sentence, clause,

phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. INCLUSION IN CODE: It is the intention of the City Council of the City of Miami Gardens that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Miami Gardens and that the sections of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 7. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA ON FIRST READING THIS 2ND DAY OF NOVEMBER, 2006.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA ON SECOND AND FINAL READING THIS 13th DAY OF DECEMBER, 2006.

Shirley Gibson, MAYOR

ATTEST:

Ronetta Taylor, CITY CLERK

APPROVED AS TO FORM:

Sonja K. Dickens, CITY ATTORNEY

SPONSORED BY: Dr. Danny O. Crew, City Manager

MOVED BY: Vice Mayor Braynon
SECONDED BY: Councilman Williams

VOTE: 7-0

Mayor Shirley Gibson	x (Yes)	___(No)
Vice Mayor Oscar Braynon II	x (Yes)	___(No)
Councilman Melvin L. Bratton	x (Yes)	___(No)
Councilman Aaron Campbell Jr.	x (Yes)	___(No)
Councilman André Williams	x (Yes)	___(No)
Councilwoman Sharon Pritchett	x (Yes)	___(No)
Councilwoman Barbara Watson	x (Yes)	___(No)

122732_1 DOC

RESOLUTION No. 2006-152-498

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE FIVE (5) YEAR INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND THE MIAMI-DADE COUNTY STORMWATER UTILITY FOR STORMWATER MANAGEMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 403.0893, Florida Statutes, authorizes the establishment of stormwater utilities to plan, construct, operate and maintain stormwater management systems, and

WHEREAS, the Board of County Commissioners of Miami-Dade County, did, by adoption of Miami-Dade County Ordinances No. 91-66 and Ordinance No. 91-120, as amended by Ordinance Nos 92-44 and 92-86, create a stormwater utility (hereinafter referred to as the "Utility"), and which Utility may operate within a municipality or municipalities, and

WHEREAS, it is the intent of the Utility and the City, through this Agreement, to establish relationships and responsibilities for the maintenance of shared stormwater systems by the City and the Utility, and

WHEREAS, the Utility and the City recognize that there are operating costs, as well as benefits, associated with maintaining shared stormwater drainage systems, and

WHEREAS, the Utility and the City want to share these costs in proportion to the drainage area the service provided and the benefits received,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Resolution No. 2006-152-498

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. APPROVAL: The City Council of the City of Miami Gardens approves the Five (5) Year Interlocal Agreement between the City of Miami Gardens and the Miami-Dade County Stormwater Utility for Stormwater Management.

Section 3 EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON DECEMBER 13, 2006.

ATTEST:

RONETTA TAYLOR, CMC, CITY CLERK

SHIRLEY GIBSON, MAYOR

Prepared by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: Dr. Danny O. Crew, City Manager

MOVED BY: Vice Mayor Braynon
SECONDED BY: Councilman Bratton

VOTE: 7-0

Mayor Shirley Gibson	x (Yes)	___(No)
Vice Mayor Oscar Braynon, II	x (Yes)	___(No)
Councilman Melvin L. Bratton	x (Yes)	___(No)
Councilman Aaron Campbell Jr.	x (Yes)	___(No)
Councilman Andre' Williams	x (Yes)	___(No)
Councilwoman Sharon Pritchett	x (Yes)	___(No)
Councilwoman Barbara Watson	x (Yes)	___(No)

RESOLULTION 5 YEAR STORMWATER
UTILITY MAINTENANCE AGMNT
12 13 06

MIAMI-DADE COUNTY. FLORIDA

FIVE (5) YEAR INTERLOCAL AGREEMENT

between

THE CITY OF MIAMI GARDENS
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY
FOR
STORMWATER MANAGEMENT

MIAMI-DADE COUNTY
STORMWATER UTILITY (305) 372-6656
33 SOUTHWEST SECOND AVENUE, SUITE 200
MIAMI, FL 33130

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FIVE (5) YEAR
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF MIAMI GARDENS (CITY)
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY)
FOR STORMWATER MANAGEMENT

THIS FIVE (5) YEAR INTERLOCAL AGREEMENT, [the "Agreement"] by and between the Miami-Dade County Stormwater Utility, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "UTILITY",] and the CITY of Miami Gardens Stormwater Utility, a public body corporate and politic, through its governing body, the Miami Gardens CITY Council of the CITY of Miami Gardens, Florida [hereinafter sometimes referred to as "CITY",] is entered into as follows:

WITNESSETH

WHEREAS, Section 403.0893, Florida Statutes, authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, did, by adoption of Miami-Dade County Ordinances No. 91-66 and Ordinance No. 91-120, as amended by Ordinance Nos. 92-44 and 92-86, create a stormwater utility [hereinafter referred to as the "UTILITY",] and which UTILITY may, operate within a municipality or municipalities; and

WHEREAS, it is the intent of the UTILITY and the CITY, through this Agreement, to establish relationships and responsibilities for the maintenance of shared stormwater systems by the CITY and the UTILITY; and

WHEREAS, the UTILITY and the CITY recognize that there are operating costs, as well as benefits, associated with maintaining shared stormwater drainage systems; and

WHEREAS, the UTILITY and the CITY want to share these costs in proportion to the drainage area the service provided and the benefits received,

Now, therefore, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

ARTICLE I
PURPOSES

The UTILITY and the CITY enter into this Agreement to further the following purposes:

(1) to protect and promote the public health, safety, and general welfare through the management of stormwater run-off;

(2) to maintain and improve water quality and preserve and enhance the environmental quality of the receiving waters;

(3) to control flooding that results from rainfall events;

(4) to deter unmanaged rainwater from eroding sandy soils and causing sedimentation;

(5) to deter the disruption of the habitat of aquatic plants and animals;

(6) to promote intergovernmental cooperation in effectively and efficiently managing stormwater run-off;

(7) to maintain and repair shared stormwater systems located within the limits of the drainage service areas in accordance with the approved plans. These include maintaining canals, and any required maintenance of flow control structures and stormwater pump stations and their mechanical and electrical components; maintaining stormwater systems as determined by conditions of the system, prevailing environmental conditions, and the level of service established.

(8) to provide a mechanism for the UTILITY and the CITY to share and allocate the cost of maintaining and repairing shared stormwater drainage systems as stated in (7), above.

ARTICLE II
DEFINITIONS

Agreement shall mean this document, including any written amendments, attachments, and other written documents, which are expressly incorporated by reference.

Stormwater Management Plans shall mean stormwater management plans developed by both the CITY and by the UTILITY, to meet the required level of service as established in their respective stormwater management programs or master plan pursuant to Florida Statute 403.0891.

CITY Stormwater Utility Budget shall mean the CITY's developed and approved fiscal year budget which includes a component for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the CITY's Stormwater Management Plans.

Utility Stormwater Budget shall mean the UTILITY's developed and approved fiscal year budget for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the Utility's Approved Plans.

Shared Stormwater Drainage System shall mean that portion of the drainage system owned by either the CITY or the UTILITY to which both the CITY and the UTILITY contribute stormwater runoff and which is identified in Attachment A.

Costs allocable to the CITY shall mean those portions of the actual maintenance and operating outlays budgeted by the UTILITY in its yearly budget process, which are allocated to the CITY based on the CITY's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the UTILITY.

Costs allocable to the Utility shall mean those portions of the actual maintenance and operating outlays budgeted by the CITY in its yearly budget process, which are allocated to the UTILITY based on the UTILITY's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the CITY.

Operating Outlays shall mean expenses budgeted by the CITY and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered reoccurring expenses to sustain yearly stormwater drainage operations.

Capital Outlays shall mean expenses budgeted by the CITY and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered non-reoccurring and producing a long term benefit to the users. The yearly charges allocable to the CITY or to the UTILITY shall be that amount prorated, plus interest charges and administrative fees, for no longer than the calculated useful life of the capitalized item in no case exceeding 20 years. A separate Interlocal Agreement is required for any approved Capital Outlays that may be amortized beyond the life of this Agreement.

Fiscal Year shall mean the period beginning on October 1 and ending on September 30 of the following year.

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subcontractors, third-party contractors, material men,

suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

Maintenance is defined by, and limited to, the tasks listed in the Attachment "B".

Project Manager shall mean the persons designated by the CITY and by the UTILITY to serve as the representative of each for the purposes of exchanging communications and to issue and receive directives pursuant to and within the powers provided under this Agreement.

Written notice shall mean written communication to and from the Project Managers.

ARTICLE III
STATEMENT OF WORK

The CITY AND the UTILITY shall fully and timely perform all work tasks described in this Statement of Work:

The CITY shall maintain and repair shared stormwater systems located within the limits of the drainage service areas in accordance with this Agreement and the CITY's stormwater management plan. The CITY shall be responsible for maintaining aesthetic conditions on the canals by providing for litter and minor debris removal as needed.

The UTILITY shall maintain, repair and enhance shared stormwater management systems located within the limits of the drainage service areas in accordance with the Attachment "A" and Attachment "B".

The CITY's relative stormwater runoff contribution to the UTILITY's shared drainage system and the UTILITY's relative stormwater runoff contribution to the shared drainage system is depicted in Attachment "A".

ARTICLE IV
TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of five (5) years commencing on October 1, 2006 and ending on September 30, 2011, provided, however, either party may terminate this Agreement without cause prior to the expiration date upon one (1) year's advance written notice to the other party of its decision to terminate this Agreement.

ARTICLE V
CITY AND UTILITY RESPONSIBILITIES

A. Upon the request of either the CITY or the UTILITY, each shall share information in matters related to operations, maintenance, design and construction costs and cost allocation determinations associated with shared drainage systems.

B. The CITY and the UTILITY shall provide notice to each other, as provided, in this Agreement designating their respective Project Manager. Each shall promptly notify each other of any change in the Project Manager designation by written notice as specified in this Agreement.

C. Prior to each fiscal year, the CITY will provide the UTILITY and the UTILITY will provide the CITY with a summary of shared maintenance costs on shared drainage systems. For ensuing fiscal years the CITY's and the UTILITY's estimated costs showing the shared costs allocation shall be available and transmitted to each other by March 1 of each year.

D. Commencing with fiscal year 2006-2007, the costs allocable to the CITY and the costs allocable to the UTILITY based on the relative stormwater runoff contribution to each other's shared portion of the stormwater drainage systems are included in this Agreement and presented as described in Attachment "B". Estimated total expenditures for the five (5) year term of this Agreement is also included and shall not be exceeded.

E. All shared costs are subject to review during the CITY's and UTILITY's preliminary budget process and may be accepted by the CITY and the UTILITY and are to be finalized by April 1 of each year.

These costs shall be the minimum estimated costs necessary to accomplish the functions of the CITY and the UTILITY pertaining to the shared stormwater drainage systems.

F. Upon mutual written agreement of the parties' respective Project Managers, the tasks and levels of service set forth in Attachment "B" may be adjusted due to prevailing environmental conditions, maintenance needs, or ownership, provided that the total annual estimated expenditures are not exceeded.

G. Payments by the CITY are to be made within 30 days after the bill presentation. In the event of a dispute on the paid amount, the CITY may notify the UTILITY of the nature of the dispute and the UTILITY shall make arrangements for the pertinent records to be made available for inspection by the CITY, as indicated under Article V (H) of this Agreement. The UTILITY shall reimburse the CITY for any amounts determined to have been overpaid by the CITY within 30 days after verification of the overpayment.

H. The CITY and the UTILITY shall maintain financial records for 5 years pertaining to this Agreement, and shall make them available within reasonable time after requesting them for inspection and copying by either the CITY or the UTILITY, at the place where the records are maintained.

I. The CITY and the UTILITY shall each be responsible for procuring independently all necessary permits in the performance of their respective work under this Agreement.

J. The CITY and the UTILITY shall each comply with all applicable regulations, ordinances and laws in effect in the performance of this Agreement.

ARTICLE VI
COMPENSATION/CONSIDERATION

A. It is the intent and understanding of the parties that this Agreement is solely for the CITY and the UTILITY. No person or entity other than the CITY or the UTILITY shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

ARTICLE VII
DEFAULT

CITY Event of Default

Without limitation, the failure by the CITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "CITY event of default". The UTILITY will not be required to provide one year prior notice as required under Article IV before terminating for default. The UTILITY may terminate immediately after issuing written notice of default.

If a CITY event of default should occur, the UTILITY shall have all of the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to CITY are terminated, effective upon such date as is designated by the UTILITY.

2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

UTILITY Event of Default

Without limitation, the failure by the UTILITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "UTILITY event of default". The CITY will not be required to provide one year prior notice as required under Article IV before terminating for default. The CITY may terminate immediately after written notice of default.

If a UTILITY event of default should occur, the CITY shall have all of the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to UTILITY are terminated, effective upon such date as is designated by the CITY.

2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

ARTICLE VIII
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The UTILITY and the CITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

ARTICLE IX
ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

ARTICLE X
HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE XI
RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties any rights or remedies under or by reasons of this Agreement.

ARTICLE XII
REPRESENTATION OF CITY

The CITY represents that this Agreement has been duly authorized, executed and delivered by the CITY Council of the CITY of Miami Gardens, as the governing body of the CITY and it has the required power and authority to perform this Agreement and has granted the CITY Manager the required power and authority to perform this Agreement.

ARTICLE XIII
REPRESENTATION OF UTILITY

The UTILITY represents that this Agreement has been duly approved, executed and delivered by the Board of County Commissioners, as the governing body of the UTILITY, and it has granted the Miami-Dade County Manager the required power and authority to perform this Agreement.

ARTICLE XIV
WAIVER

There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.

ARTICLE XV
INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

ARTICLE XVI
INDEPENDENT CONTRACTOR

The CITY shall perform all work and services described as an independent contractor and not as an officer, agent, servant, or employee of the UTILITY. CITY shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and CITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

The UTILITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the CITY. UTILITY shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and UTILITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

Nothing in this agreement shall be construed as creating a partnership or joint venture between the UTILITY and the CITY.

ARTICLE XVII
INDEMNIFICATION

The CITY shall indemnify and hold harmless the UTILITY and its officers, employees, agents and instrumentalities to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of that Statute from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the UTILITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the CITY or its employees, agents, servants, partners, principals or subcontractors. The CITY shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the UTILITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CITY expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CITY shall in no way limit the responsibility to indemnify, keep and save harmless and defend the UTILITY or its officers, employees, agents and instrumentalities as herein provided.

The UTILITY does hereby agree to indemnify and hold harmless the CITY to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of that Statute whereby the UTILITY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of $200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the UTILITY. However,

nothing herein shall be deemed to indemnify the CITY from any liability or claim arising out of the negligent performance or failure of performance of the CITY or any unrelated third party.

(the rest of this page intentionally left blank)

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this Agreement with a commencement date of October 1, 2006.

Attest:

CITY OF MIAMI GARDENS, FLORIDA
8950 S.W. 152 Street
Miami Gardens, FL 33157

_____ _____
CITY Clerk Date

Authorized signature on behalf
of the City of Miami Gardens, Florida.

By: _____ 1/4/07
Dr. Danny O. Crew Date
City Manager

MIAMI-DADE COUNTY, FLORIDA

By: _____ _____
George M. Burgess Date
County Manager

For the Board of County Commissioners, Miami-Dade County, Florida, as Governing Body of the Miami-Dade County Stormwater Utility.

Stephen P. Clark Center
111 N.W. 1st. Street
Miami, Florida 33128

HARVEY RUVIN, CLERK
Attest:

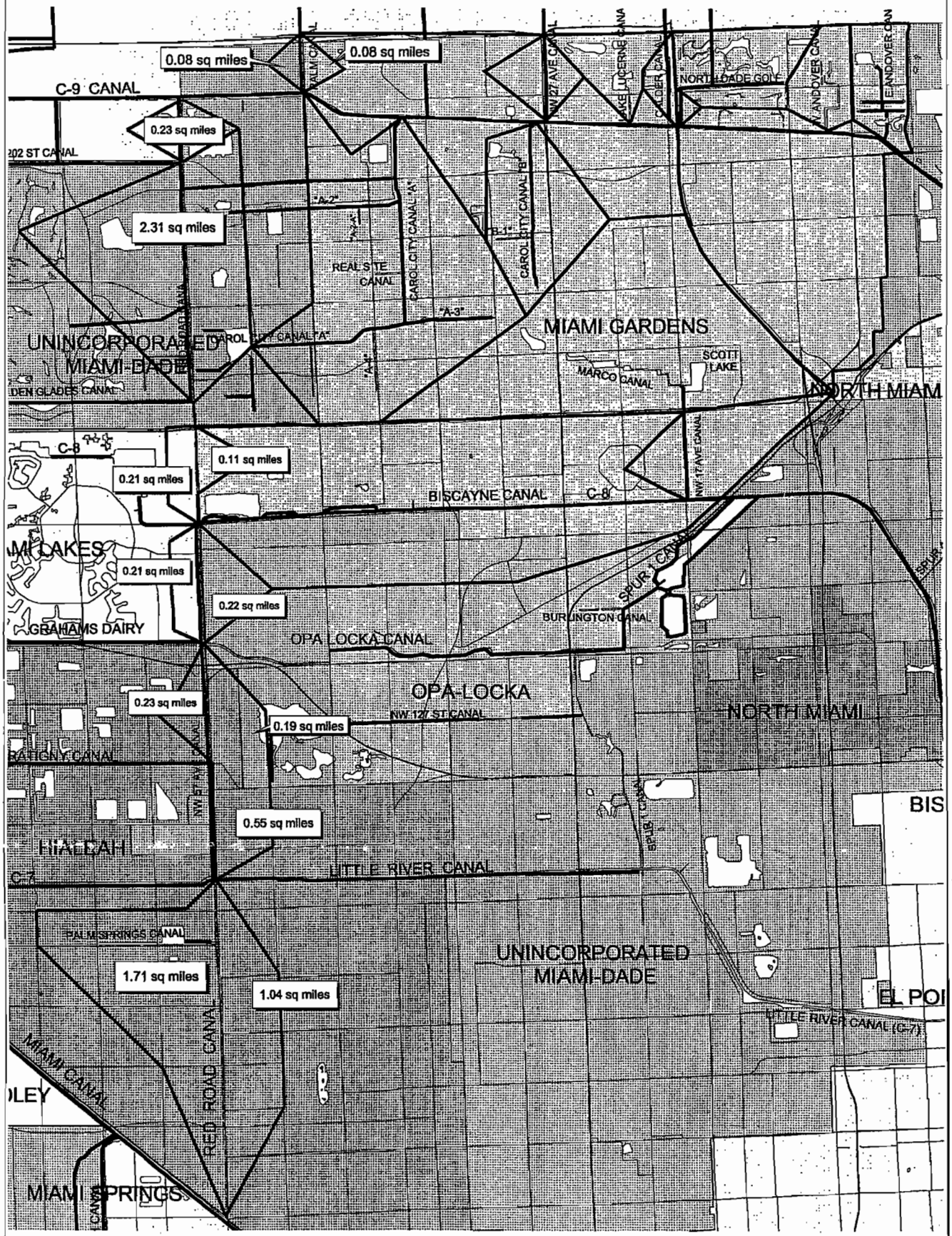
By: _____ _____
Deputy Clerk Date

ATTACHMENT "A"

Canals and Drainage Areas Map
% Share Calculation Table

(see attached exhibit)

CITY OF MIAMI GARDENS DRAINAGE AREAS



N

1 0 1 Miles

COMPILED BY : CARRIER 5/24/08

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ATTACHMENT "A"

CITY OF MIAMI GARDENS
CANAL DRAINAGE AREAS % SHARE TABLE

CANAL	DRAINAGE AREAS (SQ MILE)		% SHARE
RED ROAD CANAL			
1. Miami Gardens	0.11		2%
2. Hialeah	3.53	(1.71+1.04+0.55+0.23)	50%
3. Miami-Dade County	2.95	(0.19+0.22+2.31+0.23)	42%
4. Miami Lakes	0.42	(0.21+0.21)	6%
PALM CANAL			
1. Miami Gardens	0.08		50%
2. Miami-Dade County	0.08		50%

CANAL, LAKE	FULLY ENCLOSED	% SHARE
CAROL CITY CANALS "A " (A, A2, A2A, A3, A4) & CANALS "B" (B, B1)		100%
E. ANDOVER CANAL		100%
W. ANDOVER CANAL		100%
NORTH DADE GOLF		100%
CALDER CANAL		100%
LAKE LUCERNE CANAL		100%
NW 27 AVE CANAL		100%
MARCO CANAL		100%
NW 17 AVE CANAL		100%
REAL SITE CANAL		100%
SCOTT LAKE		100%

10/16/2006

ATTACHMENT "B"

Five (5) Year Cost Sharing Table

(see attached exhibit)

ATTACHMENT "B"

CITY OF MIAMI GARDENS
Canal Maintenance Proposed Costs FY 2006/07 - 2010/11

Canal Maintenance Estimated Cost

Selected level of service shown shaded

Culvert Cleaning - Above Water

Canal culverts	Canal	Cycles per Year 1	2	3	4	% Share	Cost
3	EAST ANDOVER	$1,300	$2,300	$3,500	$4,700	100.0	$2,300
3	WEST ANDOVER	$1,300	$2,300	$3,500	$4,700	100.0	$2,300
3	N. W. 27 AVE.	$1,300	$2,300	$3,500	$4,700	100.0	$2,300
2	LAKE LUCERNE	$900	$1,600	$2,300	$3,100	100.0	$1,600
2	CAROL CITY B	$900	$1,600	$2,300	$3,100	100.0	$1,600
1	CAROL CITY A	$400	$800	$1,200	$1,600	100.0	$800
1	CAROL CITY A2	$400	$800	$1,200	$1,600	100.0	$800
1	CAROL CITY A3	$400	$800	$1,200	$1,600	100.0	$800
1	CAROL CITY A4	$400	$800	$1,200	$1,600	100.0	$800
7	MARCO	$3,100	$5,500	$8,200	$10,900	100.0	$5,500
7	RED ROAD	$3,100	$5,500	$8,200	$10,900	2.0	$110
2	N.W. 17 AVE.	$900	$1,600	$2,300	$3,100	100.0	$1,600
	sub-total	$14,400	$25,900	$38,600	$51,600		$20,510

City Cost at Current Level of Service **$20,510**

Culvert Cleaning - Below Water

Canal culverts	Canal	Cycles per Year 1	2	3	4	% Share	Cost
3	EAST ANDOVER	$1,100	$2,200	$3,300	$4,400	100.0	$1,100
3	WEST ANDOVER	$1,100	$2,200	$3,300	$4,400	100.0	$1,100
3	N. W. 27 AVE.	$1,100	$2,200	$3,300	$4,400	100.0	$1,100
2	LAKE LUCERNE	$700	$1,500	$2,200	$3,000	100.0	$700
2	CAROL CITY B	$700	$1,500	$2,200	$3,000	100.0	$700
1	CAROL CITY A	$400	$700	$1,100	$1,500	100.0	$400
1	CAROL CITY A2	$400	$700	$1,100	$1,500	100.0	$400
1	CAROL CITY A3	$400	$700	$1,100	$1,500	100.0	$400
1	CAROL CITY A4	$400	$700	$1,100	$1,500	100.0	$400
7	MARCO	$2,600	$5,200	$7,800	$10,400	100.0	$2,600
7	RED ROAD	$2,600	$5,200	$7,800	$10,400	2.0	$52
2	N.W. 17 AVE.	$700	$1,500	$2,200	$3,000	100.0	$700
	sub-total	$12,200	$24,300	$36,500	$49,000		$9,652

City Cost at Current Level of Service **$9,652**

Mechanical Harvesting (Submersed, Emergent and Bank acres treated)

Canal		Cycles per Year 1	2	3	4	% Share	Cost
13.13	CAROL CITY B	$23,800	$47,600	$71,500	$95,300	100.0	$95,300
40.73	CAROL CITY A	$73,900	$147,800	$221,700	$295,600	100.0	$295,600
16.30	RED ROAD	$29,600	$59,200	$88,800	$118,400	2.0	$2,368
7.44	CAROL CITY A2	$13,500	$27,000	$40,500	$54,000	100.0	$54,000
1.51	CAROL CITY A2A	$2,700	$5,500	$8,200	$10,900	100.0	$10,900
2.25	REAL SITE	$4,100	$8,200	$12,200	$16,300	100.0	$16,300
4.73	CAROL CITY A3	$8,600	$17,200	$25,700	$34,300	100.0	$34,300
4.89	CAROL CITY A4	$8,900	$17,700	$26,600	$35,400	100.0	$35,400
	sub-total	$165,100	$330,200	$495,200	$660,200		$544,168

City Cost at Current Level of Service **$544,168**

ATTACHMENT "B"

CITY OF MIAMI GARDENS
Canal Maintenance Proposed Costs FY 2006/07 - 2010/11

Chemical Treatment (Submersed, Emergent and Bank acres treated)

Canal acres	Canal	Cycles per Year 1	2	3	4	% Share	Cost
14.28	EAST ANDOVER	$3,400	$6,700	$10,100	$13,400	100.0	$13,400
11.86	WEST ANDOVER	$2,800	$5,600	$8,400	$11,100	100.0	$11,100
27.22	N. DADE GOLF	$6,400	$12,800	$19,200	$25,600	100.0	$25,600
3.12	CALDER	$700	$1,500	$2,200	$2,900	100.0	$2,900
13.88	N. W. 27 AVE.	$3,300	$6,500	$9,800	$13,000	100.0	$13,000
4.47	LAKE LUCERNE	$1,100	$2,100	$3,200	$4,200	100.0	$4,200
6.02	CAROL CITY B1	$1,400	$2,800	$4,200	$5,700	100.0	$5,700
26.26	CAROL CITY B	$6,200	$12,300	$18,500	$24,700	100.0	$24,700
81.47	CAROL CITY A	$19,100	$38,300	$57,400	$76,600	100.0	$76,600
14.88	CAROL CITY A2	$3,500	$7,000	$10,500	$14,000	100.0	$14,000
3.01	CAROL CITY A2A	$700	$1,400	$2,100	$2,800	100.0	$2,800
4.50	REAL SITE	$1,100	$2,100	$3,200	$4,200	100.0	$4,200
9.46	CAROL CITY A3	$2,200	$4,400	$6,700	$8,900	100.0	$8,900
9.77	CAROL CITY A4	$2,300	$4,600	$6,900	$9,200	100.0	$9,200
7.99	SCOTT LAKE	$1,900	$3,800	$5,600	$7,500	100.0	$7,500
12.70	MARCO	$3,000	$6,000	$9,000	$11,900	100.0	$11,900
16.30	RED ROAD	$3,800	$7,600	$11,400	$15,200	2.0	$304
15.91	N.W. 17 AVE.	$3,700	$7,500	$11,200	$15,000	100.0	$15,000
	sub-total	$66,600	$133,000	$199,600	$265,900		$251,004

City Cost at Current Level of Service **$251,004**

Obstruction Removal Contingency

Canal	Cycles per Year 1	2	3	4	% Share	Cost
18 Canals	$11,300	$22,600	$33,900	$45,200	100.0	$11,300
sub-total	$11,300	$22,600	$33,900	$45,200		$11,300

City Cost at Current Level of Service **$11,300**

Mowing - Slope

Canal	Cycles per Year 1	2	3	4	% Share	Cost
3.50 NW 17 Ave.	$1,700	$3,100	$4,000	$5,300	100.0	$5,300
1.61 NW 27 Ave.	$800	$1,400	$1,800	$2,400	100.0	$2,400
10.63 Carol City B	$5,200	$9,300	$12,100	$16,100	100.0	$16,100
0.48 Carol City B1	$200	$400	$500	$700	100.0	$700
6.62 Carol City A	$3,300	$5,800	$7,500	$10,000	100.0	$10,000
3.57 Carol City A2	$1,800	$3,100	$4,100	$5,400	100.0	$5,400
0.25 Carol City A2A	$100	$200	$300	$400	100.0	$400
2.55 Carol City A3	$1,300	$2,200	$2,900	$3,900	100.0	$3,900
2.44 Carol City A4	$1,200	$2,100	$2,800	$3,700	100.0	$3,700
5.7 RED ROAD	$2,800	$5,000	$6,800	$8,500	2.0	$170
sub-total	$18,400	$32,600	$42,800	$56,400		$48,070

City Cost at Current Level of Service **$48,070**

ATTACHMENT "B"

CITY OF MIAMI GARDENS
Canal Maintenance Proposed Costs FY 2006/07 - 2010/11

Mowing - Flat

Canal	Cycles per Year					
	1	2	3	4	% Share	Cost
3.18 NW 17 Ave.	$900	$1,600	$2,100	$2,700	100.0	$2,700
3.33 Carol City A	$900	$1,600	$2,100	$2,900	100.0	$2,900
0.88 Carol City A2	$200	$400	$600	$800	100.0	$800
0.55 Carol City A2A	$200	$300	$400	$500	100.0	$500
1.77 Carol City A3	$500	$900	$1,100	$1,500	100.0	$1,500
1.53 Carol City A4	$400	$800	$1,000	$1,300	100.0	$1,300
1.97 Carol City B	$600	$1,000	$1,300	$1,700	100.0	$1,700
5.7 RED ROAD	$2,100	$4,100	$6,200	$8,200	2.0	$164
sub-total	$3,700	$6,600	$8,600	$11,400		$11,564

City Cost at Current Level of Service **$11,564**

TOTAL ANNUAL COST $1,043,300

MIAMI GARDENS SHARE ANNUAL COST **$896,268**

MIAMI GARDENS 5-YEAR COST **$4,481,340**

Note: Costs provided by MDC Public Works Department
Does not include aesthetic cleaning such as debris or litter removal
Costs for Palm Canal are not yet included