FIVE (5) YEAR INTERLOCAL AGREEMENT

between

THE TOWN OF MIAMI LAKES
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY
FOR
STORMWATER MANAGEMENT

MIAMI-DADE COUNTY
STORMWATER UTILITY (305) 372-6688
701 NORTHWEST FIRST COURT, SUITE 500
MIAMI, FL 33136

FIVE (5) YEAR
INTERLOCAL AGREEMENT
BETWEEN
THE TOWN OF MIAMI LAKES (TOWN)
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 Town of MIAMI LAKES, a Florida Municipal Corporation, through its governing body, the MIAMI LAKES Town Council of the Town of MIAMI LAKES, Florida [hereinafter sometimes referred to as "TOWN",] is entered into as follows:

WITNESSETH

WHEREAS, Section 403.0893, Florida Statutes (F.S.), 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 TOWN, through this Agreement, to establish relationships and responsibilities for the maintenance of shared stormwater systems by the TOWN and the UTILITY; and

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

WHEREAS, the UTILITY and the TOWN 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 TOWN 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, depicted on the map in Attachment "A-2", 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 TOWN 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 TOWN 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.

TOWN Stormwater Utility Budget shall mean the TOWN'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 TOWN'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 TOWN or the UTILITY to which both the TOWN and the UTILITY contribute stormwater runoff and which is further identified in Attachment "A".

Costs allocable to the TOWN 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 TOWN based on the TOWN'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 TOWN 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 TOWN.

Operating Outlays shall mean expenses budgeted by the TOWN 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 TOWN 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 TOWN 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" or other related stormwater drainage tasks agreed to by both parties' Project Managers.

Project Manager shall mean the persons designated by the TOWN 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 between the Project Managers.

ARTICLE III
STATEMENT OF WORK

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

The TOWN shall maintain and repair shared stormwater systems located within the limits of the drainage service areas, depicted on the map in Attachment "A-2", in accordance with this Agreement and the TOWN's stormwater management plan. The TOWN shall be responsible for maintaining aesthetic conditions only on canals and other water bodies within the TOWN's boundary by providing for litter and minor debris removal as needed. The TOWN has elected to perform culvert cleaning above water, flat mowing, and slope mowing within the TOWN's boundaries, and at no cost to the UTILITY.

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

The TOWN'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, 2016 and ending on September 30, 2021, 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
TOWN AND UTILITY RESPONSIBILITIES

A. Upon the request of either the TOWN 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 TOWN 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. Commencing with fiscal year 2016-2017, and after approval of the Agreement, the costs allocable to the TOWN 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 are also included and shall not be exceeded.

D. The tasks and levels of service set forth in Attachment "B" may be adjusted by the UTILITY due to prevailing environmental conditions, maintenance needs, or ownership, provided that the total annual estimated expenditures are not exceeded. The UTILITY must notify the TOWN in writing of such changes prior to the next maintenance cycle. The TOWN may also request modifications to the tasks or level of services set forth in Attachment "B". Any such work requested by the TOWN shall commence within reasonable time after the request has been made to the UTILITY. If the tasks and level of service must be adjusted in such a manner that the annual estimated expenditure will be exceeded in any given year, then approval by both parties' Project Managers must be obtained. However, the total five-year cost of the Agreement shall not be exceeded.

E. Payments by the TOWN are to be made within 30 days after the bill presentation. In the event of a dispute on the billed amount, the TOWN 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 TOWN, as indicated under Article V (H) of this Agreement. Upon resolution of the dispute, payments by the TOWN are to be made within 30 days. In the event of an overpayment by the TOWN, the UTILITY shall reimburse the TOWN within 30 days after verification of the overpayment by the UTILITY.

F. The TOWN and the UTILITY shall maintain financial records pertaining to this Agreement for 5 years after the expiration of this Agreement, and shall make them available for inspection and copying at the place where the records are maintained within a reasonable time after receiving a records request.

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

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

I. If requested, the UTILITY will provide a tentative yearly maintenance schedule at the beginning of each fiscal year. As an update to the yearly maintenance schedule, the UTILITY will coordinate (via e-mail or telephone) with the TOWN within 48 hours prior to commencing work in the TOWN. The UTILITY contact for maintenance activities will be the Division Director or the Director's Designee of the Miami-Dade County Transportation and Public Works Department's Road, Bridge, and Canal Maintenance Division.

J. Upon request by the TOWN, the UTILITY shall provide quarterly reports showing the tasks performed, dates of work completed, number of crews, and pre-audited cost of service.

ARTICLE VI
COMPENSATION/CONSIDERATION

A. It is the intent and understanding of the parties that this Agreement is solely for the TOWN and the UTILITY. No person or entity other than the TOWN 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

TOWN Event of Default

Without limitation, the failure by the TOWN to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "TOWN event of default". The UTILITY shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the UTILITY determines that a TOWN event of default has occurred, the UTILITY shall provide written notice of such default to the TOWN and allow the TOWN a thirty (30) calendar day period to rectify the "TOWN event of default".

In the event that the UTILITY determines that the TOWN event of default has not been rectified, the UTILITY shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to the TOWN 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 TOWN shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the TOWN determines that a UTILITY event of default has occurred, the TOWN shall provide written notice of such default to the UTILITY and allow the UTILITY a thirty (30) calendar day period to rectify the "UTILITY event of default".

In the event that the TOWN determines that the UTILITY event of default has not been rectified, the TOWN shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

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

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 TOWN 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

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 hereto any rights or remedies under or by reasons of this Agreement.

ARTICLE XII
REPRESENTATION OF TOWN

The TOWN represents that this Agreement has been duly authorized, executed and delivered by the Town Council of the Town of MIAMI LAKES, as the governing body of the TOWN and it has the required power and authority to perform this Agreement and has granted the Town Manager or the Town Manager's Designee 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 Mayor or the Mayor's Designee 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 this 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 TOWN shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the UTILITY. TOWN shall have control of the work performed in accordance with the terms of this Agreement and of all persons

performing the same, and TOWN 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 TOWN. 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 TOWN.

ARTICLE XVII
INDEMNIFICATION

The TOWN shall indemnify and hold harmless the UTILITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's 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 Agreement by the TOWN or its employees, agents, servants, partners, principals or subcontractors. TOWN 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, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the TOWN shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of $200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the TOWN arising out of the same incident or occurrence, exceed the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the TOWN.

The UTILITY does hereby agree to indemnify and hold harmless the TOWN 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 judgement by any one person which exceeds the sum of $200,000, or any claim or judgements or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $300,000 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 TOWN from any liability or claim arising out of the negligent performance or failure of performance of the TOWN or any unrelated third party.

IN WITNESS THEREOF, the parties hereto through their duly authorized representatives hereby execute this Agreement.

Attest:

TOWN OF MIAMI LAKES, FLORIDA
15150 N.W. 79 Court
Miami Lakes, FL 33016
Attn: Mr. Alex Rey, Town Manager
(305) 364-6100

Town Clerk — Date: 9-13-2016

Authorized signature on behalf
of the TOWN of MIAMI LAKES, Florida.

By: _____ Town Attorney — Date: 9/6/16

By: _____ Town Manager — Date: 8/24/16

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA AS GOVERNING BODY OF THE MIAMI-DADE COUNTY STORMWATER UTILITY

By: _____ Mayor or Mayor's Designee — Date: APRIL 11, 2017

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

HARVEY RUVIN, CLERK
Attest:

By: _____ Deputy Clerk — Date: 4/11/17

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

ATTACHMENT "A"

A.1 - Percent Share Calculation Table

A.2 - Canals and Drainage Areas Map

ATTACHMENT "A.1"

TOWN OF MIAMI LAKES
CANAL DRAINAGE AREAS % SHARE

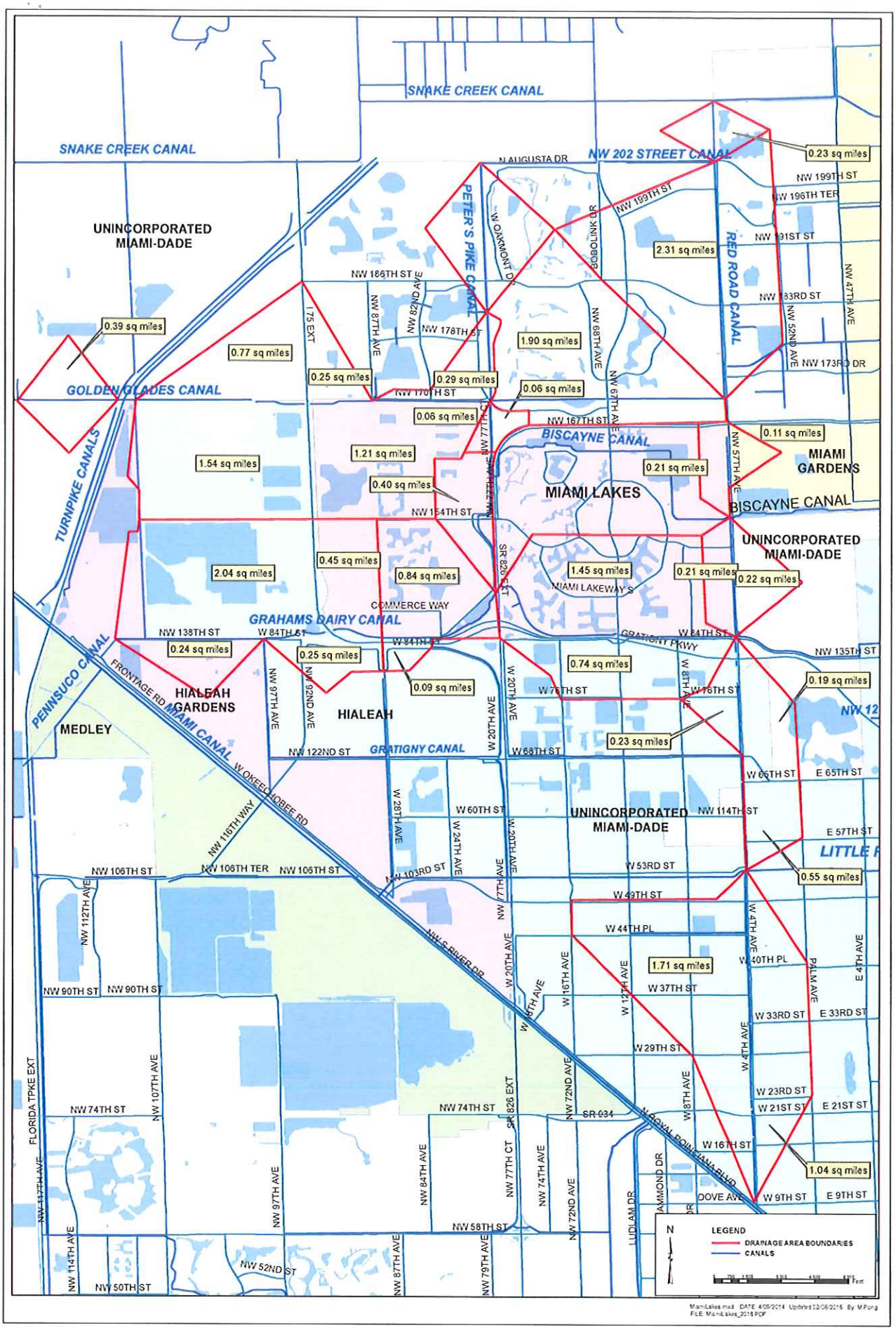
CANAL	DRAINAGE AREAS (SQ MILE)		% SHARE
RED ROAD CANAL			
1. Miami Lakes	0.42	(0.21+0.21)	6%
2. Miami Gardens	0.11		2%
3. Hialeah	3.53	(1.71+1.04+0.55+0.23)	50%
4. Miami-Dade County	2.95	(0.19+0.22+2.31+0.23)	42%
PETER'S PIKE CANAL			
1. Miami Lakes	0.46	NW 138 St to NW 170 St	88%
2. Dade County	0.06	NW 138 St to NW 170 St	12%
GOLDEN GLADES CANAL			
1. Miami Lakes	1.21		19%
2. Miami-Dade County	3.60	(0.25+0.29+0.77+0.39+1.9)	57%
3. Hialeah	1.54		24%
GRAHAM'S DAIRY CANAL			
1. Miami Lakes	2.74	(1.45+0.84+0.45)	45%
2. Hialeah	3.12	(2.04+0.34+0.74)	51%
3. Hialeah Gardens	0.24	(0.24)	4%

ATTACHMENT "B"

Five (5) Year Cost Share Table

(see attachment)

TOWN OF MIAMI LAKES
CANALS AND DRAINAGE AREAS



MiamiLakes.mxd DATE 4/09/2014 Updated 12/08/2016 By M Pong
FILE MiamiLakes_2016.PDF

ATTACHMENT "B"

TOWN OF MIAMI LAKES

Canal Maintenance Estimated Costs (FY 2016/17 - 2020/21)

Selected Level of Service Shown Shaded

Culvert Cleaning - Above Water[1]

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Red Road	$0	$0	$0	$0	6.0	$0
Peter's Pike	$0	$0	$0	$0	88.0	$0
Golden Glades	$0	$0	$0	$0	19.0	$0
Grahams Dairy	$0	$0	$0	$0	45.0	$0
sub-total	$0	$0	$0	$0		$0

Town's Annual Cost at Current Level of Service (0 cycles) **$0**

Line Item 1

Culvert Cleaning - Below Water

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Red Road	$4,300	$8,600	$12,900	$17,200	6.0	$1,032
Peter's Pike	$1,500	$3,000	$4,500	$6,000	88.0	$5,280
Golden Glades	$700	$1,400	$2,100	$2,800	19.0	$532
Grahams Dairy	$1,000	$2,000	$3,000	$4,000	45.0	$1,800
sub-total	$7,500	$15,000	$22,500	$30,000		$8,644

Town's Annual Cost at Current Level of Service (4 cycles) **$8,644**

Line Item 2

Mechanical Harvesting (submerged, emergent, and bank areas treated)

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Red Road	$26,000	$52,000	$78,000	$104,000	6.0	$6,240
Peter's Pike	$12,500	$25,000	$37,500	$50,000	88.0	$44,000
Golden Glades	$14,000	$28,000	$42,000	$56,000	19.0	$10,640
Grahams Dairy	$7,800	$15,600	$23,400	$31,200	45.0	$14,040
sub-total	$60,300	$120,600	$180,900	$241,200		$74,920

Town's Annual Cost at Current Level of Service (4 cycles) **$74,920**

Line Item 3

Herbicide Treatment (submerged, emergent, and bank areas treated)

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Red Road	$15,000	$30,000	$45,000	$60,000	6.0	$3,600
Peter's Pike	$11,200	$22,400	$33,600	$44,800	88.0	$39,424
Golden Glades	$7,000	$14,000	$21,000	$28,000	19.0	$5,320
Grahams Dairy	$13,250	$26,500	$39,750	$53,000	45.0	$23,850
sub-total	$46,450	$92,900	$139,350	$185,800		$72,194

Town's Annual Cost at Current Level of Service (4 cycles) **$72,194**

Line Item 4

ATTACHMENT "B"

TOWN OF MIAMI LAKES
Canal Maintenance Estimated Costs (FY 2016/17 - 2020/21)

Mowing - Flat[1]

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Red Road	$0	$0	$0	$0	6.0	$0
Peter's Pike	$0	$0	$0	$0	88.0	$0
Golden Glades	$0	$0	$0	$0	19.0	$0
Grahams Dairy	$0	$0	$0	$0	45.0	$0
sub-total	$0	$0	$0	$0		$0

Town's Annual Cost at Current Level of Service (0 cycles) **$0**

Line Item 5

Mowing - Slope[1]

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Red Road	$0	$0	$0	$0	6.0	$0
Peter's Pike	$0	$0	$0	$0	88.0	$0
Golden Glades	$0	$0	$0	$0	19.0	$0
Grahams Dairy	$0	$0	$0	$0	45.0	$0
sub-total	$0	$0	$0	$0		$0

Town's Annual Cost at Current Level of Service (0 cycles) **$0**

Line Item 6

Obstruction Removal / Preventative Mitigation / Emergency Repair (contingency)[2]

Canal Name	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
Red Road	$2,000	$4,000	$6,000	$8,000	6.0	$120
Peter's Pike	$2,000	$4,000	$6,000	$8,000	88.0	$1,760
Golden Glades	$2,000	$4,000	$6,000	$8,000	19.0	$380
Grahams Dairy	$2,000	$4,000	$6,000	$8,000	45.0	$900
sub-total	$8,000	$16,000	$24,000	$32,000		$3,160

Town's Annual Cost at Current Level of Service (1 cycle) **$3,160**

Line Item 7

TOTAL ANNUAL COST	**$489,000**
MDC STORMWATER UTILITY ANNUAL COST	**$330,082**
MDC STORMWATER UTILITY 5-YEAR COST	**$1,650,410**
MIAMI LAKES ANNUAL COST (Line Items 1 through 7)	**$158,918**
MIAMI LAKES 5-YEAR COST	**$794,590**

NOTES:

[1] To be performed by the Town, within the Town boundaries, at no cost to the County

[2] Obstruction Removal to be performed as needed and may include such tasks as Dead Animal Removal, Cut Vegetation, Debris Removal by Hand, and Clean Trash Interceptors. Preventative Mitigation / Emergency Repair requires Town's written approval of cost-share estimate prior to performance of any such work (e.g canal bank stabilization, headwall repair, culvert blockage removal after a storm) in order to invoice the Town.

Scheduled tasks do not include aesthetic cleaning such as debris or litter removal

Costs are not to exceed the total annual amounts unless modified in accordance with Article V, Paragraph D

Level of Service and Costs based on FY2012 to 2015 expenditures and cost projections