#### **RESOLUTION NO. 15-1287**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING A **TURF** AND **LANDSCAPE MAINTENANCE JOINT** PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR IMPLEMENTATION; AUTHORIZING THE TOWN **MANAGER** TO **EXPEND BUDGETED FUNDS:** AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENT: AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on May 11, 2004, the Town Council of the Town of Miami Lakes (the "Town") passed Resolution Number 04-228 approving a Memorandum of Agreement between the Town and the Florida Department of Transportation ("FDOT"); and

WHEREAS, the Memorandum of Agreement (the "2004 Agreement") provides for the Town to maintain the areas at the intersection of NW 154<sup>th</sup> Street and State Road 826 (the "Intersection") attractively landscaped; and

**WHEREAS**, the 2004 Agreement further provides that FDOT reimburses the Town for landscaping at the Intersection; and

WHEREAS, the maintenance area of the Intersection covered by the 2004 Agreement was 4.551 acres; and

WHEREAS, at the request of the Town, the maintenance area of the Intersection has increased to 12.935 acres; and

WHEREAS, Section 287.058(1)(d), Florida Statutes, allows the State to reimburse municipalities who elect to maintain State-owned roads located within their boundaries; and

**WHEREAS**, FDOT has pre-determined the maintenance cost to be \$447.17 per acre, for a total of \$5,784.17 per year for the increased acreage of 12.935 acres at the Intersection; and

**WHEREAS**, FDOT has agreed to reimburse the Town for the landscaping at the Intersection pursuant to a Turf and Landscape Maintenance Joint Participation Agreement (the "JPA"), a copy of which is attached hereto as Exhibit "A;" and

**WHEREAS**, the Town will have to provide a subsidy of \$4,819.88 in order to maintain the increased acreage at the Intersection up to the Town's landscape standards; and

WHEREAS, the Town Council finds that authorizing the Town Manager to enter into the JPA between FDOT and the Town for turf and landscape maintenance is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

<u>Section 1. Recitals.</u> The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval of Agreement. The Turf and Landscape Maintenance Joint Participation Agreement between the Florida Department of Transportation and the Town of Miami Lakes, a copy of which is attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

<u>Section 3. Authorization of Town Officials.</u> The Town Manager and the Town Attorney are authorized to take all action necessary to implement the terms and conditions of the Turf and Landscape Maintenance Joint Participation Agreement.

<u>Section 4. Authorization of Fund Expenditure.</u> The Town Manager is authorized to expend budgeted funds in the amount of \$4,819.88 to implement the terms and conditions of the Turf and Landscape Maintenance Joint Participation Agreement.

<u>Section 5. Execution of Agreement.</u> The Town Manager is authorized on behalf of the Town to execute the Turf and Landscape Maintenance Joint Participation Agreement, subject to approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

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Passed and adopted this 3<sup>rd</sup> day of March, 2015.

The foregoing resolution was offered by <u>Council man lang</u> who moved its adoption. The motion was seconded by <u>Council man languez</u> and upon being put to a vote, the vote was as follows:

Mayor Wayne Slaton	<u> 4es</u>
Vice Mayor Manny Cid	405
Councilmember Tim Daubert	405
Councilmember Tony Lama	yes
Councilmember Ceasar Mestre	yes
Councilmember Frank Mingo	yes
Councilmember Nelson Rodriguez	yes

Wayne Slaton MAYOR

Attest:

Marjorie Tejeda TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.

Gastesi & Associates, P.A.

**TOWN ATTORNEY** 

CONTRACT #
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# TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND TOWN OF MIAMI LAKES

This A	greement, i	is made a	and entere	ed into this	day	of		, 20	, by a	and
between th	ne State of	Florida D	)epartmen	t of Transpo	ortation, a	compoi	nent age	ncy of the	State	of
Florida, h	ereinafter r	eferred to	o as the	<b>'DEPARTN</b>	IENT', ai	nd the	Town o	f Miami	Lakes	, a
municipal	corporation	of the St	tate of Flo	rida, hereina	after referr	ed to as	the 'TC	WN'.		

#### **RECITALS:**

**WHEREAS,** the DEPARTMENT has jurisdiction and maintains the State Road (S.R.) 826/ Palmetto Expressway in the TOWN; and

**WHEREAS,** the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created median strips on the State Highway System within the corporate limits of the TOWN; and

WHEREAS, the DEPARTMENT, at the TOWN's request, has agreed to reimburse the TOWN for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

**WHEREAS**, the TOWN recognizes that said median strips areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

**WHEREAS,** the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 416709-2-78-03, and has agreed to reimburse the TOWN for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Section 339.08(e) and 339.12, Florida Statutes (F.S.);

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

#### 1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

#### 2. GENERAL REQUIREMENTS

- a. The TOWN shall submit this Agreement to its TOWN Council for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'Town of Miami Lake's Resolution', and is herein incorporated by reference.
- b. The TOWN shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.
- c. The TOWN shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "A", 'Maintenance Responsibilities'.
- d. The TOWN shall be responsible for performing the required maintenance with a frequency of twelve (12) times per year for: Intermediate Machine Mowing, Slope Mowing and twenty four (24) times per year for: Litter Removal.
- e. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program", and Index 546 of the latest FDOT Design Standards.
- f. The TOWN shall submit a work schedule to the DEPARTMENT. In addition, before the TOWN starts the work, the DEPARTMENT shall be notified, via fax or e-mail, of the state road(s) and the day(s) in which the TOWN will be working. The fax or e-mail shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197 or <a href="mailto:alex.perez@dot.state.fl.us">alex.perez@dot.state.fl.us</a>. The TOWN shall not start working until the DEPARTMENT has advised, in writing, that the submitted work schedule has been approved.
- g. The TOWN shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the TOWN.
- h. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

- i. The TOWN shall not plant additional landscaping within the limits of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form of a separate written agreement that will require the TOWN to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT
- j. This Agreement shall not obligate the DEPARTMENT to pay the TOWN to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the TOWN to maintain any such additional landscaping.

#### 3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed FIVE THOUSAND SEVEN HUNDRED EIGHTY FOUR DOLLARS AND SEVENTEEN CENTS (\$5784.17), as outlined in Exhibit "B", 'Project Limits & Financial Summary'.
- b. The DEPARTMENT agrees to pay the TOWN for the herein described services at a compensation as detailed in this Agreement.
- c. The TOWN shall furnish the services with which to maintain the PROJECT LIMITS. Said PROJECT consists of services as detailed in Exhibit "A" of this Agreement.
- d. Payment shall be made only after receipt and approval of goods and services unless advanced payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.
- e. The TOWN shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of (list deliverables):
  - i. Intermediate Machine Mowing
  - ii. Slope Mowing
  - iii. Litter Removal
- f. Invoices shall be submitted by the TOWN in detail sufficient for a proper preaudit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit "B". Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.

- g. Supporting documentation must establish that the deliverables were received and accepted in writing by the TOWN and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section c has been met.
- h. Travel costs will not be reimbursed.
- i. The TOWN providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
- j. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1)**, **F.S.**, will be due and payable, in addition to the invoice amount, to the TOWN. Interest penalties of less than one (1) dollar will not be enforced unless the TOWN requests payment. Invoices which have to be returned to the TOWN because of TOWN preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the TOWN who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- 1. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the TOWN's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- m. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the

Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year."

- n. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- o. E-verify:

The TOWN/Contractors or Vendors:

- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The TOWN shall insert the above clause into any contract entered into by the TOWN with vendors or contractors hired by the TOWN for purposes of performing its duties under this Agreement.

#### 4. COMMUNICATIONS

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To DEPARTMENT:** Florida Department of Transportation

1000 NW 111<sup>th</sup> Avenue, Room 6205

Miami, Florida 33172-5800

Attention: District Maintenance Engineer

**To TOWN:** Town of Miami Lakes

15150 NW 79 Ct.

Miami Lakes, FL 33016 Attn: Town Manager

Notices shall be deemed to have been received by the end of five (5) business days from the

proper sending thereof unless proof of prior actual receipt is provided.

#### 5. INVOICING

- a. The TOWN shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include proof that the areas under this Agreement were maintained using specified frequencies, at minimum. The supporting documents showing proof of work can be properly executed payroll, or time records, or Contractor's invoices, or vouchers evidencing in proper detail the nature and propriety of the charges.
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the TOWN from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the TOWN for the actual work it performs.
  - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the TOWN from performing it work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, payment will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

#### 6. MAINTENANCE DEFICIENCIES

If the District Maintenance Engineer determines that the TOWN is not accomplishing its responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the TOWN on notice thereof. Thereafter, the TOWN shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

- a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the TOWN; or
- b. Terminate this Agreement.

#### 7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provided in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the TOWN. Any such renewal shall be subject to the same terms and

conditions set forth in this Agreement, and shall be contingent upon both satisfactory TOWN performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

#### 8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with **Section 287.058(1)(c), F.S.,** the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the TOWN refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the TOWN pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

#### 9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

#### 10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

#### 11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the TOWN expressed in writing, executed and delivered by each party.

#### 12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

#### 13. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the TOWN shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its

officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the TOWN's exercise or attempted exercise of its responsibilities as set out in this AGREEMENT, including but not limited to, any act, action, neglect or omission by the TOWN, its officers, agents, employees or representatives in any way pertaining to this agreement, whether direct or indirect, except that neither the TOWN nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence of the DEPARTMENT.

The TOWN's obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT's option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the TOWN's receipt of the DEPARTMENT's notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this AGREEMENT. The DEPARTMENT'S failure to notify the TOWN of a claim shall not release the TOWN of the above duty to defend and indemnify the DEPARTMENT.

The TOWN shall pay all costs and fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The TOWN's evaluation of liability or its inability to evaluate liability shall not excuse the TOWN's duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the Department was solely negligent shall excuse performance of this provision by the TOWN.

TOWN OF MIAMI LAKES:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY:

TOWN MAYOR

BY:

DISTRICT SECRETARY

ATTEST:
(SEAL) TOWN CLERK

LEGAL REVIEW:

TOWN ATTORNEY

DISTRICT CHIEF COUNSEL

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and

year above written.

## **Exhibit "A" Maintenance Responsibilities**

The TOWN shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on S.R. 826/ Palmetto Expressway in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the TOWN shall maintain the all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest FDOT Design Standard, guidelines, and procedures, as may be amended from time to time. The TOWN's maintenance obligations shall include but not be limited to:

- a. Mowing, cutting and/or trimming and edging the grass and turf.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof.
- c. Maintaining existing decorative bricks, mulch and other aesthetic features currently found within these corridors.
- d. Fertilizing, insecticide, pesticide, herbicide and watering will be required to maintain the current landscape and turf in a healthy and vigorous growing condition.
- e. Paying for all water use and all costs associated therewith.
- f. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- g. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- h. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.
- i. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by (a) to (i).
- j. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- k. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of a traffic lane in the **DEPARTMENT'S** right-of-way. Lane closure requests shall be submitted through the District Six Lane

Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

FDOT Financial Project Number: 416709-2-78-03

County: Miami-Dade

**FDOT Project Manager:** Alex Perez, P.E. 305-640-7197

TOWN Project Manager: Mr. Alex Rey, Town Manager

### Exhibit "B" Project Limits & Financial Summary

Below are the PROJECT limits and acreage of the areas to be maintained by the TOWN under this Agreement.

STATE RD. NO			то	
NW quadrant of SR-826*	Palmetto Expressway	NW 154 St.	NW 164 Terr.	
SW quadrant of SR-826**	Palmetto Expressway	NW 82 Avenue	NW 154 St.	
SE quadrant of SR-826***	Palmetto Expressway	NW 145 St.	NW 154 St.	
NE quadrant of SR-826****	Palmetto Expressway	NW 154 St.	NW 67 Ave	

<sup>\*</sup>Includes both large areas adjacent to the east/west canal, and both sides of the service road along the south/north canal.

Areas above exclude: Private property, Town property, mowing by property owners as a result of Town ordinance, and maintaining areas that fall within the responsibility of other Agencies such as MMOA with Town and Permits

Item Description	Quantity	# Cycles	Total Agreement Qtys.	Unit Agreement Price	Total Current Agreement Amount
Intermediate Machine Mowing (E104-4-4)	11.005	12	132.06	\$18.88	\$2,493.29
Slope Mowing (E104-4-2)	1.93	12	23.16	\$34.86	\$807.36
Litter Removal ( E110-32-1)	12.935	24	310.44	\$8.00	\$2,483.52
					\$5,784.17

TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT: \$5784.17

<sup>\*\*</sup>Includes east side of service road minus the dog recreational area (maintained by Miami Lakes) and the fire-station

<sup>\*\*\*</sup>Includes small areas along service road and the two triangular areas on either side of the ramp at NW 154 ST

<sup>\*\*\*\*</sup>Includes all areas to the east of the service road

## Exhibit "C" Town of Miami Lake's Resolution

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