

RESOLUTION NO. 05-309

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AGREEMENT FOR BILLING OF STORMWATER CHARGES BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; RESCINDING RESOLUTION NO. 03-190; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Miami Lakes (the "Town") has requested that the Town be allowed to operate and maintain its own stormwater utility; and

WHEREAS, Miami-Dade County (the "County") approved the request on July 22, 2003; and

WHEREAS, the County has requested that the Town utilize the County to provide stormwater billing and collection services to the Town in conjunction with its County water and sewer billing; and

WHEREAS, on May 3, 2005, the Board of County Commissioners approved an Agreement for the Billing of Stormwater Charges; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to approve the agreement between the Town and the County for stormwater billing services.

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

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of Agreement. The Agreement for the Billing of Stormwater Charges between Miami-Dade County and the Town of Miami Lakes, attached 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.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Mayor is authorized to execute the Agreement on behalf of the Town.

Section 6. Rescinding Previous Action. Resolution No. 03-190 dated December 9, 2003, previously approving a prior unexecuted billing agreement, is rescinded in its entirety.

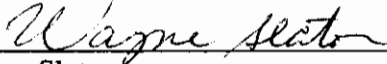
Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this tenth day of May, 2005.

Motion to adopt by Councilmember Simon, second by Vice Mayor Alonso.

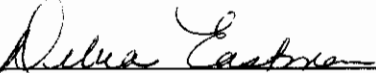
FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	yes
Vice Mayor Roberto Alonso	yes
Councilmember Mary Collins	yes
Councilmember Robert Meador	absent
Councilmember Michael Pizzi	yes
Councilmember Nancy Simon	yes
Councilmember Peter Thomson	yes




Wayne Slaton
MAYOR

ATTEST:



Debra Eastman, MMC
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza, Cole & Boniske
TOWN ATTORNEY

AGREEMENT FOR THE BILLING OF
STORMWATER CHARGES
BETWEEN
MIAMI-DADE COUNTY
AND
TOWN OF MIAMI LAKES

THIS AGREEMENT, entered into this 3rd day of MAY, 2005, by and between the TOWN OF MIAMI LAKES, FLORIDA, a municipal corporation of the State of Florida (the "TOWN"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "COUNTY").

W I T N E S S E T H:

WHEREAS, the COUNTY, through its Miami-Dade Water and Sewer Department (the "Department"), operates the water and sewer utility systems within the TOWN; and

WHEREAS, the TOWN desires to be responsible to operate and maintain the stormwater utility system within the TOWN boundaries, and

WHEREAS, by Resolution No. 1159-03, approved on October 7, 2003, by the Board of County Commissioners, as of October 1, 2003 the TOWN has been exclusively responsible to operate and maintain the stormwater utility system within the TOWN boundaries, and

WHEREAS, the TOWN has requested the COUNTY to administer, bill and collect a stormwater utility service charge simultaneously with the issuance of the COUNTY's bills for water and sewer service, and

WHEREAS, the COUNTY needs to retain, from the stormwater utility service charges it collects for the TOWN, on a monthly basis, the TOWN's pro-rata share of debt service on any Stormwater Utility Bonds outstanding on the date the Town was exempted from the Stormwater Utility by the COUNTY (the "Stormwater Bonds");

NOW, THEREFORE, in consideration of mutual advantages, it is agreed:

Section 1. The TOWN, jointly with the COUNTY, will designate and cause to be identified from time to time the water and sewer service accounts of the Department which thereafter, under the rules and regulations of the TOWN, shall be billed for

stormwater utility service charges. The TOWN shall designate the rate classifications applicable thereto in writing in a format acceptable to the COUNTY. The COUNTY shall act thereon until such designations and classifications are changed in writing by the TOWN. The TOWN understands and accepts that the COUNTY shall consider the person or persons whose names appear on the COUNTY's water and sewer service account as the persons responsible for the stormwater utility service charges at the location involved.

Section 2. The TOWN shall deliver to the COUNTY a minimum of thirty (30) calendar days in advance of the effective date its schedule of rates and any revisions of such schedule of rates by furnishing to the COUNTY a certified copy of the ordinance or other action of the TOWN promulgating said revised schedule of rates. Until the COUNTY is so furnished with a revised schedule, the COUNTY shall act upon the prior delivered schedule. The stormwater utility service charge shall be prorated in accordance with the revised schedule of rates. No security deposits shall be collected by the COUNTY nor shall delinquent penalty charges be imposed by the COUNTY on the stormwater utility charge. For the period from October 1, 2003 through March 31, 2004, the COUNTY billed the monthly stormwater rate at \$3.00 per Equivalent Residential Unit (ERU). In accordance with the TOWN's Ordinance No. 3-32, the COUNTY will rebill the stormwater charge for that period at the difference between \$3.00 and \$4.50 per ERU. Non-residential accounts are billed a monthly charge of \$4.50 per ERU with one (1) ERU equal to 2,800 sq. ft. of impervious area. The TOWN will be responsible to provide the COUNTY with the correct ERU's for each account. The COUNTY will also rebill the stormwater charge for each account where the ERU is adjusted. It shall be the TOWN's responsibility to provide the ERU's for each account in electronic format within thirty (30) calendar days of the execution of this agreement. The statement shall also include a list of active non-residential accounts not currently being billed by the COUNTY. The COUNTY will charge the TOWN a one time fee based on \$.20 per bill times the number of bills for the rebilling service, which will be deducted from the COUNTY's remittance to the TOWN for stormwater charges. Effective April 1, 2004, the COUNTY will bill the stormwater charge at \$4.50 per ERU.

Section 3. The COUNTY agrees, during the COUNTY's regular and periodic billing procedures, to cause to be billed and collected from each water and sewer customer under said accounts, as an added and designated separate item on the bill, the stormwater utility service charge, according to the schedule of rates established by the TOWN for such customer. This shall be the exclusive method for billing stormwater utility service charges by the County; no separate bills shall be issued, except for those

bills that may be generated by the TOWN. The TOWN authorizes and empowers the COUNTY to render such billing for the TOWN's account and on the payment thereof to give receipt and acquittance therefore, either by endorsement of payment upon such billings or by separate receipt. Upon the initial billing by the COUNTY to each user of stormwater utility service and at any time during the term of this agreement, as deemed necessary by the TOWN, the TOWN shall at its sole cost and expense and independent of this Agreement, advise such user of the method and arrangement between the TOWN and the COUNTY for the billing and collection of said charge by the COUNTY for and on behalf of the TOWN as the TOWN's agent. The COUNTY shall not be responsible for the notification of new owners, occupants or tenants that there is a stormwater utility service charge.

Section 4. The COUNTY agrees to observe the same diligence, policy and procedure in the billing, and collection of stormwater service accounts as is used by the COUNTY in billing and collecting its water service accounts, except that the COUNTY shall not terminate water and/or sewer service for non-payment of stormwater utility service charges, nor shall it institute or maintain suits at law for collection of stormwater utility service charges unless the customer fails to pay the COUNTY's water and sewer bill and water service is terminated by the COUNTY. The COUNTY shall not be responsible for the billing of accounts that are inactive. The COUNTY shall not file any liens on property for the collection of the stormwater utility charges. Legal actions for non-payment of stormwater utility charges shall be the sole responsibility of the TOWN. The COUNTY may provide water and sewer service to customers irrespective of said customer's failure to pay the applicable stormwater utility charge.

Section 5. The COUNTY will keep correct and proper books of accounts, showing monthly gross billings of stormwater utility service charges, and shall provide to the TOWN a monthly statement in writing, showing the net amount owed the TOWN by the COUNTY for the month covered by such statement. This statement and the remittance due the TOWN shall be provided by the COUNTY within sixty (60) days of the end of each monthly period. Based on such statement, the COUNTY shall make payment to the TOWN of the amount due, less the COUNTY's compensation for the billing and collection of said charges and less any other payments or deductions as hereinafter specifically provided in Paragraphs 7, 10, and 11 of this Agreement.

The TOWN agrees that the COUNTY shall have the authority to remit monthly payments based on the collection of stormwater

utility service charges, when the COUNTY's billings system is capable of this method of remittance.

Section 6. For billings performed from October 1, 2003 through the expiration of this agreement, the stormwater billings and remittance to the TOWN shall be as shown below:

- A. Quarterly billings represent service rendered for the previous 90 day period and shall be prorated for a period from October 1, 2003 through December 31, 2003 as follows:

October 2003 - 83.3% of the revenue billed shall be retained by the COUNTY and 16.7% shall be remitted to the TOWN.

November 2003 - 50% of the revenue billed shall be retained by the COUNTY and 50% shall be remitted to the TOWN.

December, 2003 - 16.7% of the revenue billed shall be retained by the COUNTY and 83.3% of shall be remitted to the TOWN.

- B. Monthly billings represent service rendered for the previous 30-day period, therefore, for the month of October, 2003, the revenue billed shall be prorated and 50% of the revenue shall be retained by the COUNTY and 50% of the revenue shall be remitted to the TOWN.

- C. For monthly billings performed after November 1, 2003 and quarterly billings performed after January 1, 2004, to the termination of the agreement, 100% of the billed amounts will be paid to the TOWN less the deductions as provided in Section 10 and Section 11.

Section 7. Adjustments for uncollected stormwater billings shall be made on a regular basis, at least annually, as a deduction provided in Section 5.

Section 8. Upon written request from the TOWN, the COUNTY shall make available for inspection or audit by the TOWN and its representatives at any reasonable time all of its records pertaining to the COUNTY's actions under this Agreement as agent for the TOWN and shall also furnish to the TOWN such information concerning the administration of this Agreement as the TOWN may reasonably request, including information as to delinquent stormwater utility charges and accounts not currently being billed. Should the TOWN, in any audit of the COUNTY's records, find a

discrepancy between the amount of funds remitted to the TOWN and the actual billing and collection by the COUNTY, the COUNTY shall within 30 days of receipt of written notification from the TOWN remit to the TOWN the sums owed.

Section 9. Both the TOWN and the COUNTY recognize that in the billing and collection of service charges involving thousands of customers, numerous situations arise which require discretion. The TOWN agrees with the COUNTY that the COUNTY may use its best judgment in such instances. The COUNTY's method or manner shall not be considered as negligence under or independent of the terms and conditions of this Agreement or as a breach thereof and the COUNTY shall not be liable or responsible to the TOWN for any loss in stormwater utility service charge revenues by reason of the COUNTY's discretionary handling of such situations. Specifically, the COUNTY shall have the right to remove or adjust the stormwater utility service charge from a customer's bill if the customer provides proof acceptable to the COUNTY that he or she was not the owner, occupant or tenant of the property on the date that the stormwater utility service charge was applied. However, the COUNTY shall advise the TOWN of all adjustments to TOWN accounts as part of the monthly statements provided pursuant to Section 5. Except as otherwise specified in this paragraph, any adjustments to accounts assessed a stormwater utility service charge shall be initiated solely by the TOWN and provided to the COUNTY in writing.

Section 10. The TOWN agrees to pay to the COUNTY and the COUNTY shall receive from the TOWN, by means of deduction from payments for monthly billings, compensation determined as follows:

- A. Reimbursement in the amount of \$500 to the COUNTY for costs incidental to the COUNTY's establishment of the original records necessary for the COUNTY to bill stormwater utility service charges or accounts for and on behalf of the TOWN and as the agent of the TOWN, including but not limited to (1) payroll cost and related overhead costs; (2) equipment purchased for the exclusive use of maintaining records necessary for billing said charges; (3) cost of all changes in COUNTY's billing equipment to make feasible the COUNTY's billing for stormwater utility service charges. This amount shall be deducted from the first payment to the TOWN; and

- B. For the period from October 1, 2003, until this agreement is modified pursuant to Section 11 hereinafter, a charge in the amount of eighty-seven cents (\$0.87) per bill for all accounts to be

charged the TOWN's stormwater utility service charge; and

- C. For all costs and expenses incurred and paid by the COUNTY during the preceding month in defending legal actions brought against the COUNTY by any person, firm or corporation, excluding the TOWN, involving billing or collection of stormwater utility service charges on behalf of the TOWN, or involving the COUNTY's administration of the terms and conditions of this Agreement.

The COUNTY shall notify the TOWN in writing of any legal claims filed against the COUNTY pertaining to the COUNTY's billing and collection of the TOWN's stormwater fees within thirty (30) working days of receipt of any claim. The TOWN shall have the option to defend the COUNTY on any such claims and settle or compromise the same unless such a claim involves employee dishonesty or theft.

Section 11. The TOWN agrees to pay to the COUNTY and the COUNTY shall receive from the TOWN, by means of deduction from payments for monthly billings of stormwater charges collected by the COUNTY for the TOWN, the TOWN's pro-rata share of debt service on (i) the Stormwater Bonds until they are paid in full or provision made for their payment pursuant to Article IX of Ordinance No. 98-187, enacted by the Board on December 15, 1998 in accordance with the debt service schedule set forth in Exhibit A and (ii) any obligations associated with cost sharing Stormwater Management Projects that may include, but not be limited to, canal dredging, canal maintenance and drainage projects agreed to subsequent to the date of this Agreement for which payment will be based on a mutually agreed fraction. For any payments pursuant to (ii) above, the COUNTY will inform the TOWN thirty (30) calendar days prior to the beginning of each Fiscal Year, the amount of Stormwater Fees the County will retain each month in addition to the those retained pursuant to Exhibit A.

Section 12. The COUNTY reserves the right to review and revise the charges provided for in Section 10 (B) hereinabove in accordance with applicable law and the TOWN agrees to be bound thereby, provided the COUNTY provides ninety (90) days notice to TOWN of said proposed revised charges.

Section 13. All telephone calls and correspondence from

customers regarding the stormwater utility shall be the responsibility of the TOWN. The COUNTY shall cause the telephone number for the TOWN, as provided by the TOWN, to be printed on the COUNTY's regular bill stock.

Section 14. The TOWN agrees that the COUNTY shall not be held liable for any damage, delay or other loss which the TOWN may experience as a result of the COUNTY's practices in administering this Agreement, unless such loss arises from employee dishonesty or theft.

Section 15. This Agreement shall remain in full force and effect for a period of five (5) years after its date of execution. This Agreement may be extended at that time by written mutual consent of the parties hereto, without which it shall terminate. Notwithstanding the above provisions, this Agreement shall terminate and be cancelled without further writings between the TOWN and the COUNTY upon either party providing six (6) months' notice in writing to the other party so advising the other party.

Notwithstanding the provisions of this paragraph, should the COUNTY fail to timely bill the TOWN's customers in accordance with the agreed upon billing cycles and rates or fail to remit payment to the TOWN in the timeframes specified in Paragraph 5 or 6, the TOWN may terminate this Agreement on thirty (30) days written notice to the COUNTY.

Notwithstanding the above, this Agreement may not be terminated at any time without a COUNTY approved alternate method of payment by the TOWN to the COUNTY of the TOWN's outstanding debt service obligation for the Stormwater Bonds.

Section 16. It is understood and agreed between the TOWN and the COUNTY that the COUNTY's obligation is limited to billing and collection of stormwater utility charges as specifically provided for in this Agreement.

Section 17. The TOWN shall not allow or permit construction or installation of any connections of stormwater mains which allow stormwater to enter the COUNTY's sanitary sewer system. The TOWN agrees to use its best efforts to detect and lawfully disconnect all stormwater connections to the COUNTY's sanitary sewer system within the TOWN's jurisdiction and submit within ninety (90) days of the execution of this Agreement a timetable for the elimination of such stormwater connections which is reasonably acceptable to the COUNTY.

Section 18. This Agreement shall be binding upon the

respective successors and assigns of both the TOWN and the COUNTY.

Section 19. All references to the TOWN under this Agreement that require direction to the COUNTY shall mean the Town Manager or his designee. Whenever written notice to the TOWN is required it shall be sent by Certified Mail, Return Receipt Requested, to The TOWN OF MIAMI LAKES, 6853 Main Street, Miami Lakes, Florida 33014, (Attention: Alex Rey, Town Manager). Whenever written notice to the COUNTY is required it shall be sent by Certified Mail, Return Receipt Requested, to Miami-Dade County, Miami-Dade Water and Sewer Department, 3071 S. W. 38th Avenue, Miami, Florida 33146, (Attention: Assistant Director-Finance).

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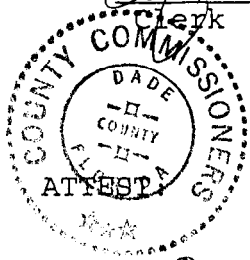
IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

MIAMI-DADE COUNTY

ATTEST: c

BY: [Signature]

BY: [Signature]
County Manager



TOWN OF MIAMI LAKES

BY: [Signature]
Town Clerk

BY: [Signature]
Mayor

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

[Signature]
Assistant County Attorney

[Signature]
Town Attorney

EXHIBIT A
DEBT SERVICE SCHEDULE

Town of Miami Lakes
Stormwater Utility Revenue Bond, Series 1999

	2003 ERU
SWU SvcArea only	850,309
Miami Lakes (ML)	20,929 ^a
SWU Svc. Area+ML	871,238 ^b
ML % of Svc. Area	2.40% ^{a/b %}

Stormwater Utility Revenue Bond Debt Service

Fiscal Year Ending September	MDC 1999 BOND Annual P&I	Miami Lakes 2.40% Annual P&I	Miami Lakes Monthly Cost
2004	\$2,899,313	\$69,584	Due in full
2005	\$2,897,318	\$69,536	Due in full
2006	\$2,897,668	\$69,544	\$5,795.34
2007	\$2,900,088	\$69,602	\$5,800.18
2008	\$2,899,288	\$69,583	\$5,798.58
2009	\$2,900,828	\$69,620	\$5,801.66
2010	\$2,898,765	\$69,570	\$5,797.53
2011	\$2,902,275	\$69,655	\$5,804.55
2012	\$2,901,495	\$69,636	\$5,802.99
2013	\$2,901,295	\$69,631	\$5,802.59
2014	\$2,901,315	\$69,632	\$5,802.63
2015	\$2,901,180	\$69,628	\$5,802.36
2016	\$2,900,500	\$69,612	\$5,801.00
2017	\$2,902,000	\$69,648	\$5,804.00
2018	\$2,898,750	\$69,570	\$5,797.50
2019	\$2,900,750	\$69,618	\$5,801.50
2020	\$2,897,500	\$69,540	\$5,795.00
2021	\$2,899,000	\$69,576	\$5,798.00
2022	\$2,899,750	\$69,594	\$5,799.50
2023	\$2,899,500	\$69,588	\$5,799.00
2024	\$2,898,000	\$69,552	\$5,796.00
Total		\$1,461,518	