

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2026-82

A RESOLUTION OF THE CITY COMMISSION APPROVING A FIRST AMENDMENT TO THE LEASE/USE AGREEMENT BETWEEN THE CITY OF CORAL GABLES (LESSOR) AND MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (LESSEE), FOR THE PROPERTY LOCATED AT: 2900 SW 72ND AVENUE, MIAMI, FLORIDA 33155, IDENTIFIED BY FOLIO NUMBER: 30-4014-010-0010, COMPRISING OF APPROXIMATELY 4.466 ACRES OF LAND FOR AN ADDITIONAL ONE-YEAR TERM (03/14/2026-03/13/2027) FOR THE CONTINUED UTILIZATION BY THE COUNTY'S DEPARTMENT OF SOLID WASTE AS A SOLID WASTE TRASH TRANSFER STATION

WHEREAS, the City of Coral Gables (Lessor) owns the real property located at 2900 SW 72nd Avenue, Miami, Florida 33155, identified by Folio Number: 30-4014-010-0010, comprising of approximately 4.466 acres of land; and

WHEREAS, pursuant to Resolution No. R-804-78, the Lessor and Lessee entered into a lease agreement for the Property dated July 31, 1978 ("Original Lease"); and

WHEREAS, pursuant to Miami-Dade County Resolution No. R-804-78, Lessee was authorized to build, and built, a waste transfer station on the Property; and

WHEREAS, the Lessor and Lessee subsequently entered into a new lease agreement for the Property pursuant to Resolution No. R-1197-95, adopted by both Lessor and Lessee on September 14, 1995 (the "Lease"); and

WHEREAS, that Lease was for a term of thirty (30) years, commencing on March 14, 1996, and terminating on March 13, 2026 (the "Term"); and

WHEREAS, the Lessee has requested, and the Lessor has agreed, to extend the Lease for one (1) additional year (03/14/2026-03/13/2027); and

WHEREAS, as additional consideration for the extension of the Lease, the Parties hereby acknowledge and agree that the Lessee has identified a suitable mulching site, for the benefit of the Lessor, for the Lessor to utilize in advance of an impending hurricane to temporarily deposit vegetation, such as trees, tree branches, leaves, and other natural flora, and such identification of the site and authorization to utilize such site shall be memorialized in a separate written agreement between the Parties; and

WHEREAS, the Parties have also agreed to amend certain other terms of the Lease as set forth herein;

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

SECTION 1. That the foregoing **“WHEREAS”** clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon the adoption hereof.

SECTION 2. That the First Amendment to Lease/Use is hereby approved in substantially the form attached hereto as Exhibit “A,” with such modifications approved by the City Manager and City Attorney consistent with the intent of the City Commission. Specifically, the City Commission’s approval is subject to resolution of an open issue regarding the termination provision regarding the County-owned mulching site. The City Manager and City Attorney are authorized to further negotiate this provision in the best interests of the City and to execute a revised agreement accordingly.

SECTION 3. This Resolution shall become effective upon its passage and adoption herein.

PASSED AND ADOPTED THIS TENTH DAY OF MARCH, A.D., 2026.

(Moved: Fernandez / Seconded: Andeson)


(Yeas: Castro, Fernandez, Lara, Anderson, Lago)

(Unanimous: 5-0 Vote)


(Agenda Item: H-5)

APPROVED:

ATTEST:

DocuSigned by:

358417D2FA884FF...

BILLY Y. URQUIA
CITY CLERK

DocuSigned by:

53B880AB93824A5...

VINCE LAGO
MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

DocuSigned by:

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CRISTINA M. SUÁREZ
CITY ATTORNEY

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("Amendment") is entered into and made effective on this _____ day of _____, 20____, by and between the **City of Coral Gables**, a municipal corporation of the State of Florida (the "Landlord"), and **Miami-Dade County**, a political subdivision of the State of Florida (the "Tenant"). The Landlord and the Tenant shall each be referred to as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the Landlord owns the real property located at 2900 SW 72nd Avenue, Miami, Florida 33155, identified by Folio Number: 30-4014-010-0010, comprising approximately 4.466 acres of land, and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, pursuant to Miami-Dade County Resolution No. R-804-78, Tenant was authorized to build, and did build, a waste transfer station on the Property; and

WHEREAS, also pursuant to Resolution No. R-804-78, the Landlord and Tenant entered into a lease agreement for the Property dated July 31, 1978 ("Original Lease"); and

WHEREAS, the Landlord and Tenant subsequently entered into a new lease agreement for the Property pursuant to Resolution No. R-1197-95, adopted on September 14, 1995, evidenced by the Lease Agreement (the "Lease") between the Landlord and the Tenant, a copy of which is attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, the Lease is for a term of thirty (30) years, commencing on March 14, 1996, and terminating on March 13, 2026 (the "Term"); and

WHEREAS, the Tenant has requested, and the Landlord has agreed, to extend the Lease Term for one (1) additional year; and

WHEREAS, the Parties have also agreed to amend certain other terms of the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions set forth herein, the Parties hereby agree as follows:

AGREEMENT

ARTICLE A
INCORPORATION OF RECITALS AND DEFINED TERMS

The foregoing recitals are true and correct and are incorporated into this Amendment by reference. All capitalized terms not otherwise defined herein shall have the meaning ascribed to in the Lease.

ARTICLE B
EFFECTIVE DATE OF THIS AMENDMENT

This Amendment shall become effective on the first day of the month following its adoption by the Miami-Dade County Board of County Commissioners (the "Board"), and expiration of the ten (10) day veto period by the County Mayor, if not vetoed, and if vetoed, shall become effective only upon an override by two-thirds (2/3) vote of the Board overriding the County Mayor's veto (the "Amendment Effective Date").

ARTICLE C
LEASED PROPERTY ADDRESS

The address of the Property as stated in the Lease - 2800 SW 72nd Avenue, Miami, Florida - is hereby amended to state the correct address of the Property as 2900 SW 72nd Avenue, Miami, Florida 33155.

ARTICLE D
EXTENDED LEASE TERM

The Lease Term is hereby extended for one (1) additional year, commencing on March 14, 2026, and terminating on March 13, 2027 (the "Extended Term"). In addition, the Tenant shall have the right to further extend the Lease Term by an additional one (1) year period, commencing on March 14, 2027, and terminating on March 13, 2028, and the annual rent for such period shall be the Base Rent.

ARTICLE E
RENT

1. Base Rent: Commencing on March 14, 2026, the Tenant shall pay to the Landlord annual base rent in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) (the "Base Rent"). The Base Rent shall be paid in a single annual installment, in advance, on or before the first day of each Lease year, without notice or demand, at the address set forth in Article F, Notices of this Amendment, or at such other address as Landlord may designate in writing.

2. Rent Adjustment: Article XV of the Lease, Rent Adjustment, is deleted in its entirety.

ARTICLE F
NOTICES

Article XIII of the Lease, Notices is hereby deleted and replaced with the following:

Any notice, request, consent, claim, demand, waiver, and other communication under this Amendment (collectively, the "Notice"), must be in writing and delivered by (a) email, (b) hand delivery, or (c) a nationally recognized overnight courier.

A Notice shall be deemed given:

- (i) if sent by email, on the date the email is transmitted to the email address designated below, **provided no bounce-back or error message is received**; and
- (ii) if delivered by hand, when delivered to the address of the receiving party with written receipt; or
- (iii) if sent by overnight courier, on the date shown on the courier's delivery confirmation.

Each Party shall maintain at least one active email address for notice purposes and promptly notify the other Party of any change of address. Failure to provide such notice shall not invalidate delivery to the prior email address. Further, any Notice delivered by email shall also be delivered by any of the methods described in (b) or (c) above.

Such notices will be addressed as follows:

If to Landlord:

City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134
Attention: Peter Iglesias, City Manager

If to Tenant:

Solid Waste Management Department
Dr. Martin Luther King Office Plaza
2525 NW 62nd Street
Miami, Florida 33147
Attention: Director Aneisha Daniel, PhD
Email: Aneisha.Daniel@miamidade.gov

With a copy to:

County Attorney's Office
Miami-Dade County

With a copy to:

People and Internal Operations Department
Office of Real Estate and Development

111 NW First Street, 28th Floor
Miami, Florida 33128

111 NW First Street, Suite 2460
Miami, Florida 33128
Attention: Alejandro Martinez-Esteve
Director
Email: Alejandro.Martinez-Esteve@miamidade.gov

ARTICLE G
PERMITTED USE OF COUNTY PROPERTY

1. The Parties hereby acknowledge and agree that the Landlord shall have a one (1) year period, with an additional one (1) year renewal period, beginning on the Amendment Effective Date of this Amendment, for the amount of Ten (\$10.00) Dollars annually (the "Permit Fee"), which the Landlord shall pay to the Tenant in a one (1) time lump sum payment, within thirty (30) calendar days of the Amendment Effective Date, for the use of a property owned by the Tenant, having Folio No.: 30-6029-000-0030, as more particularly described in Exhibit "C" attached hereto and made a part hereof (the "County Property"). The Landlord is permitted the nonexclusive right to utilize the property for the temporary placement of hurricane debris, in connection with an impending hurricane, or after the occurrence of a hurricane, which hurricane has first been declared as such by the State of Florida Division of Emergency Management, or the Office of the Governor for the State of Florida, or by the President of the United States. The County Property is a former landfill that has been capped and closed. There are currently no monitoring requirements associated with the County Property. The use of the County Property by the Landlord shall be temporary and strictly for depositing vegetation, such as trees, tree branches, leaves, and other natural flora ("Permitted Use"). Further, the Landlord hereby acknowledges and agrees that the Tenant has secured from the Florida Department of Environmental Protection the requisite pre-authorization to utilize the County Property as a Disaster Debris Management Site, as evidenced by the letter, dated February 23, 2026, from the Florida Department of Emergency Management, which is attached hereto, marked Exhibit "D," and incorporated herein by this reference.

2. Prior to mobilizing on the County Property, pursuant to this Article G, in anticipation of or following a declared hurricane, the Landlord shall provide written notice to Tenant stating (i) the anticipated period of Landlord's use of the County Property, (ii) confirmation that all permits and approvals required for such use have been obtained, and (iii) the estimated scope of activities, which at all times must comply with the Permitted Use. Such notice shall be provided as soon as practicable under the circumstances.

3. The Landlord hereby accepts the County Property in its "as-is" and "where-is" condition, with any and all faults, including, but not limited to, environmental concerns and/or hazards. It is further agreed that any clearing, removing, or otherwise improving of the property for it to be utilized by the Landlord, shall be the Landlord's sole responsibility. The Landlord shall be permitted to perform environmental testing on the County Property, including, but not limited to, conducting a Phase II Environmental Assessment, so long as the Landlord removes any and all monitoring wells and otherwise returns the County Property to its prior condition upon the expiration or termination of this Amendment. The use of the County Property by the Landlord shall be subject to any and all applicable laws and regulations, including, but not limited to, Section 403.707.1, Florida Statutes, the Code of Miami-Dade County, the regulations and requirements of the Florida Department of Environmental Protection, as well

as any applicable zoning codes and/or fire department regulations. The Landlord, before utilizing the property, shall be required to secure and maintain any and all permits, certificates, licenses and/or any other necessary governmental approvals for the Permitted Use of the County Property. Any violation of such laws, regulations, or permit conditions shall be the sole responsibility of the Landlord, and the Landlord shall be liable for any enforcement actions, penalties, fines, liens, assessments, remediation obligations, or corrective measures arising therefrom.

4. Within six (6) months from the declaration of the hurricane, the Landlord hereby agrees to remove any and all deposited vegetation (i.e. hurricane debris) from the County Property, at its sole cost and expense (and such obligation to clean the County Property shall survive the expiration or termination of this Amendment). And after the vegetation has been removed, the Landlord shall notify the Tenant, in writing, that all of the hurricane debris has been removed from the County Property, so that the Tenant may inspect the property to verify the complete removal of the hurricane debris. Further, in connection with its Permitted Use of the County Property, the Landlord hereby agrees to maintain the County Property during the one (1) year time period, including any extension thereof, including, but not limited to, removing any and all trash and debris, and otherwise keeping the County Property in good condition and appearance. The Landlord hereby acknowledges and agrees that the use of the County Property by the Landlord will be only during and/or immediately after a hurricane, and as a result, the Landlord will be responsible for undertaking any and all precautions, including training, related to hurricane preparedness, for the protection and safety of the Landlord's employees, agents, contractors, subcontractors, vendors, and assigns in connection with the Permitted Use of the County Property. And the Landlord shall take all necessary and appropriate precautions to safely perform any and all work during a hurricane or hurricane-related conditions, including, but not limited to, taking measures to protect the health and safety of employees, agents, contractors, subcontractors, vendors, or assigns, and any other individuals engaged in such work.

5. Additionally, the Landlord hereby acknowledges that it is strictly prohibited from any transfer of its permit for use of the County Property, and as such, the Landlord shall not assign, transfer, mortgage, pledge, or dispose of its permit for use of the County Property, without first obtaining the written consent of the Tenant, which consent shall be at the sole and absolute discretion of the Tenant.

6. The Landlord agrees to surrender the County Property to the Tenant, at the end of the one (1) year term, including any extension thereof, without any notice and/or demand. The Landlord is solely responsible for returning the County Property to the Tenant in as good condition as the County Property was in at the time of the Amendment Effective Date, normal wear and tear excepted. This includes, without limitation, clearing of any vegetation and/or hurricane debris, and any other corrective measures needed to return the County Property to the same condition it was in as of the Amendment Effective Date. Further, the Parties hereby acknowledge and agree that the Tenant shall not be liable for any damage or injury which may be sustained by any party or person on or about the County Property other than the damage or injury caused solely by the gross negligence of the Tenant, its officers, employees, agents, or instrumentalities. And the Landlord hereby agrees to indemnify and hold the Tenant harmless from and against any and all costs, expenses, losses and/or damages that the Tenant may incur by reasons of, in connection to, or arising from, the Landlord's use of the County Property, and/or any of the acts or omissions of the Landlord and/or its employees, agents, contractors, subcontractors, vendors and/or assigns.

7. The Landlord shall have the right to terminate this Article G of the Amendment at any time and for any reason, by giving the Tenant at least thirty (30) calendar days' prior written notice, expressly

stating in such notice the effective date of the termination of this Article G, and paying any and all fees any other costs or expenses, and removing any and all hurricane debris, prior to the termination of this Article G.

8. The Tenant shall have the right to terminate this Article G of this Amendment, at any time, without any compensation to the Landlord, upon ninety (90) calendar days' notice to the Landlord.

9. The terms of this Article G, including termination, shall standalone, and do not impact or interfere with the Parties' commitments and obligations with respect to the Tenant's lease of the Property. Should either of the Parties elect to terminate Article G according to its provisions, all other provisions of this Amendment shall remain in full force and effect.

ARTICLE H **ADDITIONAL PROVISIONS**

1. This Amendment and its Exhibits constitute the entire agreement and understanding of the Parties with respect to the matters modified or addressed by this Amendment and supersede all prior and contemporaneous communications, whether written or oral, relating to those matters. Except as expressly modified by this Amendment, all terms and conditions of the Lease shall remain in full force and effect.

2. This Amendment shall be binding upon and inure to the benefit of each Party's respective permitted successors and assigns under the Lease. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and those of the Lease, the terms and conditions of this Amendment shall control.

3. Any Articles or provisions in the Lease, not specifically amended or deleted in this Amendment remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Amendment to be executed by their appropriate officials as of the day and year first above written.

LANDLORD

THE CITY OF CORAL GABLES,
a municipal corporation of the State of
Florida

By: _____

Name: Peter Iglesias

Title: City Manager

Date: _____

ATTEST:

By: _____
Billy Y. Urquia
City Clerk

Approved as to Form and Legal Sufficiency

By: _____
Cristina Suarez
City Attorney

TENANT

MIAMI-DADE COUNTY,
a political subdivision of the State of Florida

By its BOARD OF COUNTY
COMMISSIONERS

By: _____

Name: Daniella Levine Cava

Title: Mayor

Date: _____

ATTEST:

By: _____

Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Approved as to Form and Legal Sufficiency

By: _____

Exhibit "A"

PROPERTY



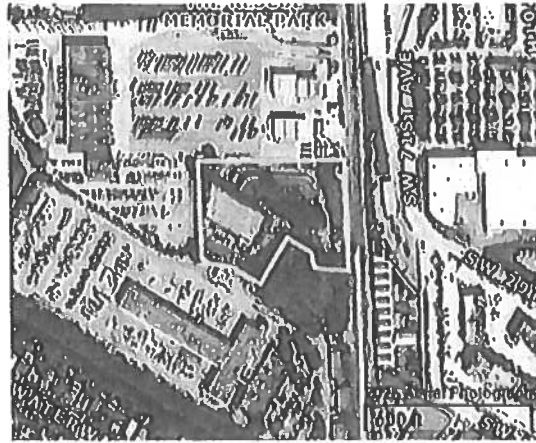
PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 10/30/2025

PROPERTY INFORMATION

Folio	30-4014-010-0010
Property Address	2900 SW 72 AVE MIAMI, FL 33155-0000
Owner	CITY OF CORAL GABLES
Mailing Address	405 DILMORE WAY CORAL GABLES, FL 33134
Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	8940 MUNICIPAL : MUNICIPAL
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	55,940 Sq.Ft
Living Area	55,940 Sq.Ft
Adjusted Area	48,518 Sq.Ft
Lot Size	209,393 Sq.Ft
Year Built	1981



ASSESSMENT INFORMATION

Year	2025	2024	2023
Land Value	\$7,956,934	\$7,956,934	\$7,956,934
Building Value	\$3,423,117	\$3,483,113	\$3,321,665
Extra Feature Value	\$416,168	\$422,590	\$429,759
Market Value	\$11,796,219	\$11,862,637	\$11,708,358
Assessed Value	\$11,468,288	\$10,425,037	\$9,477,307

BENEFITS INFORMATION

Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction	\$327,931	\$1,437,600	\$2,231,051
Municipal	Exemption	\$11,468,288	\$10,425,037	\$9,477,307

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

UTILITIES CENTER
PB 50-91
TR 1 LESS W391.32FT OF N504.56FT
& LESS BEG SW COR OF TR A OF PB
126.72 TH E743.45FT N504.76FT

TAXABLE VALUE INFORMATION

Year	2025	2024	2023
COUNTY			
Exemption Value	\$11,468,288	\$10,425,037	\$9,477,307
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$11,796,219	\$11,862,637	\$11,708,358
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$11,468,288	\$10,425,037	\$9,477,307
Taxable Value	\$0	\$0	\$0

SALES INFORMATION

Previous Sale Price OR Book-Page Qualification Description

The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser of Miami-Dade County is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser of Miami-Dade County and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <https://www.miamidadepa.gov/en/disclaimer.page>

Exhibit "B"

LEASE

LEASE AGREEMENT

THIS AGREEMENT made on the 14th day of MARCH, 1996 by and between the CITY OF CORAL GABLES, a municipal corporation of the State of Florida, hereinafter called the "LANDLORD," and DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the property described as follows:

Property situated in the County of Dade, State of Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof, including all improvements thereon, located at 2800 S.W. 72 Avenue, Miami, hereinafter called the "Leased Property,"

TO HAVE AND TO HOLD unto said TENANT for a term of thirty (30) years, commencing after approval by the Board of County Commissioners and upon execution by LANDLORD and TENANT, and terminating thirty (30) years thereafter. TENANT shall pay LANDLORD as consideration for the rights granted:

- a. At commencement of Lease, a cash payment in the amount of One Million Seven Hundred Thousand Dollars and No/100 (\$1,700,000.00), which is approximately equal to the present value of thirty (30) annual Lease payments of One Hundred Twenty-One Thousand Dollars and No/100 (\$121,000.00) discounted at four (4%) percent.
- b. LANDLORD shall receive the waste disposal and transfer fees as specified in its Standard Interlocal Agreement for Use of the County Solid Waste Management System, effective coincident with the commencement of this Lease Agreement.
- c. Beginning in the first Lease year, an annual Lease payment of Two Hundred Seventy-Nine Thousand Dollars and No/100 (\$279,000.00). Beginning in the fourth (4th) Lease year, and each subsequent year, the payment shall be increased as outlined in Article XV, "Rent Adjustment."

All payments will be payable at the beginning of each Lease year to the City of Coral Gables, as outlined in Article XIII, "Notices," or at such other place and to such other person as LANDLORD may from time to time designate in writing.

Property #4014-00-00

That certain Lease Agreement between TENANT and LANDLORD dated July 31, 1978, and approved by the Board of County Commissioners under Resolution No. R-804-78, covering the Leased Property, will terminate on commencement of this Lease Agreement.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF LEASED PROPERTY

The area of the Leased Property shall be used by TENANT for the operation of the County Solid Waste Management System and for the performance of work incidental thereto.

ARTICLE II
UTILITIES

TENANT, during the term hereof, shall pay all utility charges including water and electricity used by TENANT.

ARTICLE III
MAINTENANCE

TENANT agrees, at TENANT's sole cost and expense, to maintain and keep in good repair, condition, and appearance during the term of the Lease the entirety of the Leased Property.

ARTICLE IV
IMPROVEMENTS

Except for routine facility maintenance and repairs, TENANT may not make any alterations, additions, and/or improvements in or to the existing County building which would require the issuance of a

building permit, without the prior written consent of LANDLORD which consent shall not be unreasonably withheld. All alterations, additions, or improvements shall be at TENANT's sole cost and expense:

Upon termination of the Lease, TENANT, as owner of the existing County building on the premises, may exercise any one of the following options with regard to the building:

- a. Leave the building as is;
- b. Remove any or all contents from the building;
- c. Remove the entire building and return that portion of the property upon which the building was situated to its 1977 condition.

ARTICLE V
DAMAGE OR DESTRUCTION OF PROPERTY

In the event the building or other improvements on and to the Leased Property should be destroyed or so damaged by fire, windstorm, or other casualty, to the extent that TENANT's facilities are rendered unfit for TENANT's purposes, TENANT shall have the option of canceling this Agreement or restoring the facilities. TENANT shall notify LANDLORD within one hundred eighty (180) days of such damage or destruction of its decision to cancel or restore the facilities.

In the event that TENANT exercises its option to cancel this Agreement due to damage or destruction of its facilities, as outlined in this article, it shall be the responsibility of TENANT, at the request of LANDLORD, to remove the damaged structures at its expense and return the premises in a clean and safe condition as existed in 1977.

ARTICLE VI
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed in or moved to the Leased Property shall be at the risk of TENANT or the owner of such personal property. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to the gross negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

ARTICLE VII
LIABILITY FOR DAMAGE OR INJURY

TENANT assumes liability, where applicable, for any damage or injury which may be sustained by any party or person on the Leased Property, but only to the extent and within the limitations of Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE VIII
INDEMNIFICATION AND HOLD HARMLESS

TENANT does hereby agree to indemnify, defend, and save LANDLORD harmless, to the extent permitted by law, from any and all claims, liability, losses, and causes of action for loss or damage to the property of either party hereto or of third persons and for injuries to, or death of any person, which may arise as a result of any negligent act or omission of TENANT in connection with TENANT's occupation or use of the Leased Property.

ARTICLE IX
INSURANCE

Because TENANT is self-insured for general liability, LANDLORD cannot be named as additional insured. TENANT agrees to defend all claims brought against TENANT or LANDLORD due to TENANT's use and/or occupancy of the property: provided, however, that in this Article IX and in

Articles VI, VII, and VIII hereinabove, TENANT shall not be liable for nor shall it indemnify, defend, or save harmless the LANDLORD from liability for personal property or injuries caused in whole or in part by LANDLORD's actual use of the facility by its trucks, agents, and employees.

TENANT shall be responsible for insuring all improvements within the Leased Property.

ARTICLE X
SUBLET

Consistent with the provisions set forth in this Lease, TENANT may not sublet the Leased Property or a portion thereof without the express written approval of LANDLORD.

ARTICLE XI
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the Leased Property above described, without hindrance or molestation by LANDLORD, provided, however, that LANDLORD shall always have the use of the Solid Waste Transfer Services that may be provided on the property by TENANT.

ARTICLE XII
SURRENDER OF PROPERTY

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease, said Leased Property in as good condition as said property was at the beginning of the term of this Lease, ordinary wear and tear, and damage by fire and windstorm or other acts of God excepted.

ARTICLE XIII
NOTICES

It is understood and agreed between the parties that all notices given under this Lease shall be in writing and delivered by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

TENANT:
Metro Dade County
Real Estate Management Section
Office of Planning and Asset Management
General Services Administration
111 N.W. First Street, Suite 2460
Miami, FL 33128

LANDLORD:
City Manager
City of Coral Gables
City Hall, 405 Biltmore Way
Coral Gables, FL 33134

Written notice addressed to LANDLORD and TENANT, respectively, and mailed or delivered to the addresses stated above, shall constitute sufficient notice to LANDLORD and TENANT, respectively, to comply with the terms of this Lease. Notices provided herein in this paragraph shall include all notices required in this Lease or required by law.

ARTICLE XIV
DEFAULT

IF TENANT defaults in any of TENANT's undertakings in this Lease, or fails to perform, abide by, or comply with any of the conditions, covenants, provisions, or agreements herein set forth, and if, upon receiving written notice setting forth the details of the alleged breach, fails to correct such breach within one hundred eighty (180) days of receiving such notice, then and in any such event, the City Manager may

terminate this Lease and declare it canceled, and neither LANDLORD nor TENANT shall have any further obligation or liability under this Lease, except as to Articles VII, VIII, IX, and XVII, to the extent that liability therefore attaches prior to such termination by default.

ARTICLE XV
RENT ADJUSTMENT

The base rent for each year, beginning with the fourth (4th) complete twelve-month period occurring during the term of this Lease, shall be increased or decreased for inflation or deflation relative to increases or decreases in the U.S. Consumer Price Index (CPI) for all Urban Consumers for the Southeast Region of the United States for the period of July 1 through June 30. LANDLORD shall notify TENANT of the adjusted monthly rent, in writing, prior to the respective anniversary date if such rent adjustment occurs. In no event shall the rent adjustment exceed five percent (5%) per annum.

ARTICLE XVI
COUNTY SOLID WASTE MANAGEMENT SYSTEM

The aggregate of those Solid Waste Management facilities owned by or operated under contract with Dade County shall include the North Dade Landfill, South Dade Landfill, Resources Recovery Facility, Waste Management of Florida, Inc. Landfill in the City of Medley, Florida, Northeast Transfer Station, Central Transfer Station, West Transfer Station, and other such facilities as may be added to or deleted from time to time at the sole discretion of the County, through the County Manager or his designee.

ARTICLE XVII
ENVIRONMENTAL INDEMNIFICATION

TENANT is responsible for any and all hazardous materials or waste found on the Leased Property and resulting from TENANT's occupancy or use of the Leased Property during the term of this Lease Agreement or its predecessor agreement dated July 31, 1978, and approved by the Board of County Commissioners under Resolution No. R-804-78. The term "Hazardous Materials" shall mean any and all hazardous or toxic substances, material, waste, solid waste, or debris of any kind as defined by the Environmental Protection Agency (EPA) and any and all federal, state, or local laws past, present, and future. TENANT shall, at TENANT's sole cost and expense, promptly and diligently complete any and all audits, assessments, cleanups, and monitoring of the Property required by the provisions of this Article and indemnify, hold, and save harmless LANDLORD from any liability or damages therefrom.

In the event there is an ongoing assessment, cleanup, or monitoring of the Property at the expiration of this Lease or default by TENANT; then the Lease and terms hereof shall continue in full force and effect until such time as same is complete.

ARTICLE XVIII
AMENDMENT

All amendments to this Lease must be in writing and signed by both parties following approval by their respective governing bodies.

ARTICLE XIX
WRITTEN AGREEMENT


This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners and the Commission of the City of Coral Gables.


IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

OFFICIAL SEAL)

CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA


ATTEST:


Virginia L. Paul
City Clerk


H. C. Eads, Jr.
City Manager (LANDLORD)

Authority of Resolution No. 28902 duly passed and adopted by the Coral Gables City Commission on September 7, 1995.


APPROVED AS TO FORM AND CORRECTNESS:


City Attorney




ATTEST:

HARVEY RUVIN, CLERK

By: 
Deputy Clerk

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

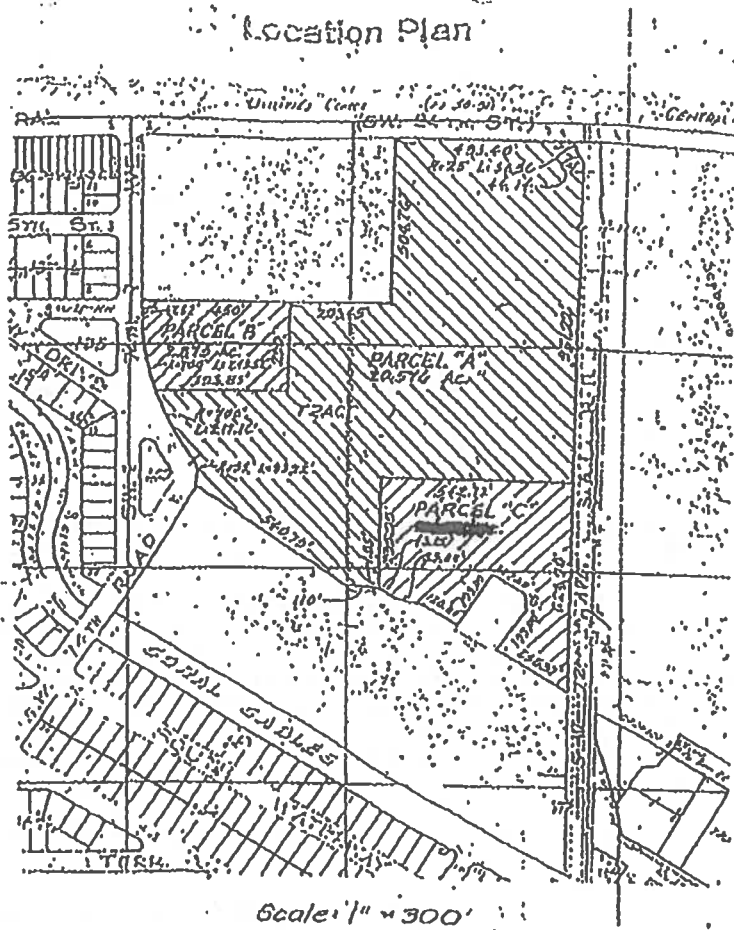
By: 
Armando Vidal, P.E.
County Manager (TENANT)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Assistant City Manager

EXHIBIT 'A'

Location Plan



Begin at the point of intersection of the West line of the East 12.50 feet of Tract 1 of UTILITIES CENTER according to the plat thereof recorded in Plat Book 50 at Page 91 of the Public Records of Dade County, Florida, with the South line of the North 1010.80 feet of said Tract 1; thence run N 87°36'30" W along the South line of the North 1010.80 feet of said Tract 1, for a distance of 542.72 feet to the point of intersection with the West line of the East 555.00 feet of said Tract 1; thence run S 0°46'30" W, along the West line of the East 555.00 feet of said Tract 1, for a distance of 335.93 feet; thence run S 57°15'06" E for a distance of 43.15 feet; thence run S 77°55'08" E for a distance of 85.00 feet; thence run S 57°15'06" E for a distance of 120.00 feet; thence run N 32°44'54" E, at right angles to the previously described course, for a distance of 193.00 feet; thence run S 57°15'06" E, at right angles to the previously described course for a distance of 102.00 feet; thence run S 10°35'38" E for a distance of 55.00 feet; thence run S 81°41'55" E for a distance of 122.24 feet to the point of intersection with the West line of the East 12.50 feet of said Tract 1; thence run N 0°46'30" E along the West line of the East 12.50 feet of said Tract 1, for a distance of 383.90 feet to the Point of Beginning. (4.466 acres)

Incinerator

3' CA 25'

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 23902

A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH METROPOLITAN-DADE COUNTY FOR LONG-TERM LEASE OF WASTE TRANSFER FACILITY AT CITY INCINERATOR SITE LOCATED AT 2800 S.W. 72ND AVENUE; AND EXECUTION OF INTERLOCAL AGREEMENT TO PROVIDE FOR WASTE DISPOSAL; AND LIMITING SAID AUTHORITY TO SPECIFIED TERMS AND CONDITIONS.

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

1. That the City Manager is hereby authorized to enter into an agreement with Metropolitan-Dade County for the long-term lease of the Waste Transfer Facility at the City Incinerator site, which is located at 2800 S.W. 72nd Avenue, and also an Interlocal Agreement to provide for waste disposal, and that the authority herein given shall be limited to the terms and conditions specified herein.

2. That the lease shall be for a period of thirty (30) years commencing on October 1, 1996.

3. That the City will receive a \$1.7 million cash payment from the County at the signing of the lease.

4. That a lease payment of \$279,000.00 will be paid annually at the beginning of each fiscal year, by the County to the City for the first three years, and beginning in the fourth year and in each subsequent year shall be subject to Consumer Price Index (CPI) increases.

5. That the County will be responsible, without prior testing, for any and all environmental repairs or clean-up on the leased premises.

6. That the City and County will enter into an Interlocal Agreement for waste disposal at \$45.00 per ton for the first three years and beginning in the fourth year and in each subsequent year shall be subject to Consumer Price Index (CPI) increases; and said agreement shall include an addendum providing for the following actions by Metro-Dade County:

(a) That the Biltmore Country Club property tax issue will be resolved favorably for the City.

(b) That the City will receive an extension of time to December 31, 1997 to comply with the County Vapor Recovery requirements and to replace the underground gasoline tanks located at the City Equipment Yard located at 340 San Lorenzo Avenue.

(c) That pending requests for annexation to the City of Coral Gables, including Coral Waterway, Pine Bay Estates and Cutler Bay/Deering Bay will be placed as a separate agenda item by the County Manager for consideration by the Metro-Dade County Commission.

(d) That the City shall benefit equally from any Interlocal Agreement the County executes with another city on terms more favorable to that city.

7. That the City Manager and City Clerk are hereby authorized to execute the Lease Agreement and the Interlocal Agreement herein authorized in behalf of the City of Coral Gables.

8. That the executed agreements shall be made a part of this resolution and kept on file in the Office of the City Clerk.

9. That this resolution shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED THIS SEVENTH DAY OF SEPTEMBER, A. D., 1995.

ATTEST:

RAUL J. VALDES-FAULI
MAYOR

VIRGINIA L. PAUL
CITY CLERK

Exhibit "C"

COUNTY PROPERTY



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 03/04/2026

PROPERTY INFORMATION	
Folio	30-6029-000-0030
Property Address	0, FL
Owner	MIAMI-DADE COUNTY, SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION			
Year	2025	2024	2023
Land Value	\$42,500	\$42,500	\$42,500
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$42,500	\$42,500	\$42,500
Assessed Value	\$40,262	\$36,602	\$33,275

TAXABLE VALUE INFORMATION			
Year	2025	2024	2023
COUNTY			
Exemption Value	\$40,262	\$36,602	\$33,275
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$42,500	\$42,500	\$42,500
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$40,262	\$36,602	\$33,275
Taxable Value	\$0	\$0	\$0

BENEFITS INFORMATION				
Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction	\$2,238	\$5,898	\$9,225
County	Exemption	\$40,262	\$36,602	\$33,275

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION
29 56 40 5 AC W1/2 OF NE1/4 OF NE1/4 OF NE1/4 A/K/A PARCEL 2 OR 13472-3088 1087 3

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
12/01/1975	\$1	00000-00000	Sales which are disqualified as a result of examination of the deed
08/01/1972	\$22,500	00000-00000	Sales which are qualified

The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser of Miami-Dade County is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser of Miami-Dade County and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <https://www.miamidadepa.gov/pa/disclaimer.page>

Exhibit "D"

Pre-Authorization Letter for Disaster Debris Management Sites (DDMS)



FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

Sent via email to: ravi.kadambala@miamidade.gov

Date: February 23, 2026

RAVI KADAMBALA
2525 NW 62 ST 5TH FLOOR
MIAMI FL 33147

RE: 2026 - Pre-Authorization for Disaster Debris Management Sites (DDMS)

Dear RAVI KADAMBALA

This is to notify you that on February 23, 2026, the Department of Environmental Protection (the Department) received your request for pre-authorization of a disaster debris management site(s) (DDMS) for 2026. Disaster debris includes hurricane/storm-generated debris and all other types of disaster debris.

The Department has evaluated your request for a DDMS at the following location(s):

Site Name: DADE COUNTY RESOURCE RECOVERY-56825
Site Address: 6990 NW 97TH AVE Miami, FL, 33178
Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed
On-Site Contact: Jeremiah Reed
(786) 878-6468, jeremiah.reed@miamidade.gov
DEP/Local Program Contact: Kevin Gallagher, (305)372-6607, kevin.gallagher@miamidade.gov

Site Name: SOUTH DADE LF-56824
Site Address: 23707 SW 97TH AVE Homestead, FL, 33032
Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed
On-Site Contact: Jeremiah Reed
(786) 878-6468, jeremiah.reed@miamidade.gov
DEP/Local Program Contact: Kevin Gallagher, (305)372-6607, kevin.gallagher@miamidade.gov

Site Name: HARP - DSWM-106171
Site Address: 27401 SW 127 AVE Miami, FL, 33032
Waste Planned for Management: Yard Trash
On-Site Contact: Jeremiah Reed
(786) 878-6468, jeremiah.reed@miamidade.gov
DEP/Local Program Contact: Kevin Gallagher, (305)372-6607, kevin.gallagher@miamidade.gov

Site Name: OLD SOUTH DADE DUMP-56820
Site Address: SW 97TH AVE & SW 248TH ST Goulds, FL, 33032

Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed
On-Site Contact: Jeremiah Reed
(786) 878-6468, jeremiah.reed@miamidade.gov
DEP/Local Program Contact: Kevin Gallagher, (305)372-6607, kevin.gallagher@miamidade.gov

Site Name: NORTH DADE LF-56822
Site Address: NW 215 ST & NW 47 AVE Opa Locka, FL, 33055
Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed
On-Site Contact: Jeremiah Reed
(786) 878-6468, jeremiah.reed@miamidade.gov
DEP/Local Program Contact: Kevin Gallagher, (305)372-6607, kevin.gallagher@miamidade.gov

Site Name: WEST KENDALL DISTRICT PARK - SOUTH DSWM-106194
Site Address: 11255 SW 157TH CT Miami, FL, 33196
Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed
On-Site Contact: Jeremiah Reed
(786) 878-6468, jeremiah.reed@miamidade.gov
DEP/Local Program Contact: Kevin Gallagher, (305)372-6607, kevin.gallagher@miamidade.gov

Site Name: 58TH ST LF (MAIN COUNTY LF)-56819
Site Address: 8831 NW 58TH ST Doral, FL, 33178
Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed
On-Site Contact: Jeremiah Reed
(786) 878-6468, jeremiah.reed@miamidade.gov
DEP/Local Program Contact: Kevin Gallagher, (305)372-6607, kevin.gallagher@miamidade.gov

Site Name: DSWM - OLD OPA LOCKA AIRPORT-104991
Site Address: EAST OF W. OKEECHOBEE RD AND N OF NW 186 ST FOLIO 30-2902-000-0010
Miami, FL, 33018
Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed
On-Site Contact: Jeremiah Reed
(786) 878-6468, jeremiah.reed@miamidade.gov
DEP/Local Program Contact: Kevin Gallagher, (305)372-6607, kevin.gallagher@miamidade.gov

Unless you receive a subsequent notification from the Department concerning the status of these sites, you may consider them pre-authorized as disaster debris management sites.

In the event of a major storm event or other disaster which results in the Department issuing an Emergency Final Order (the Order) for your county, you may begin using a temporary DDMS as necessary, while also requesting issuance of a field authorization from the Department. Once activated, a DDMS is subject to the following conditions, in addition to the requirements of the Order and Florida Statute 403.7071:

- 1) **The Department must be notified when the site is opened and begins accepting debris, and when the site is closed and all debris has been removed;**
- 2) Standing water must not be allowed to accumulate in or within 50 feet of areas used to store or process disaster debris;
- 3) Access must be controlled to prevent unauthorized dumping and scavenging;
- 4) A DDMS must have spotters to correctly identify and segregate waste types for appropriate management;
- 5) Once the site is open, a spotter must be located in the area where the waste is being deposited in order to spot and remove prohibited waste items;
- 6) A DDMS is limited to managing the waste identified above for each site; any putrescible waste received

at the DDMS must be removed within 48 hours, and all other types of prohibited waste should be managed in accordance with the guidance document (see link below);

7) Unless otherwise approved by the Department in response to a written request from you, the DDMS must cease operation and all disaster debris must be removed from the sites on or before the expiration date of an Order that has been executed by the Department, unless it is modified or extended by further authorization.

Failure to comply with the conditions of the field authorization, or failure to adequately close a site by the required closure date, may result in enforcement action by the Department.

The Department has also prepared a guidance document on the establishment, operation, and closure of a DDMS for disaster debris. This guidance document includes recommended practices, which you are expected to follow as much as practicable, as well as additional requirements from the Order. A copy of this guidance document is available on the DEP website

<https://floridadep.gov/waste/permitting-compliance-assistance/documents/guidance-establishment-operation-and-closure>

This guidance is not a substitute for federal requirements and guidance, including those from the Federal Emergency Management Agency (FEMA).

