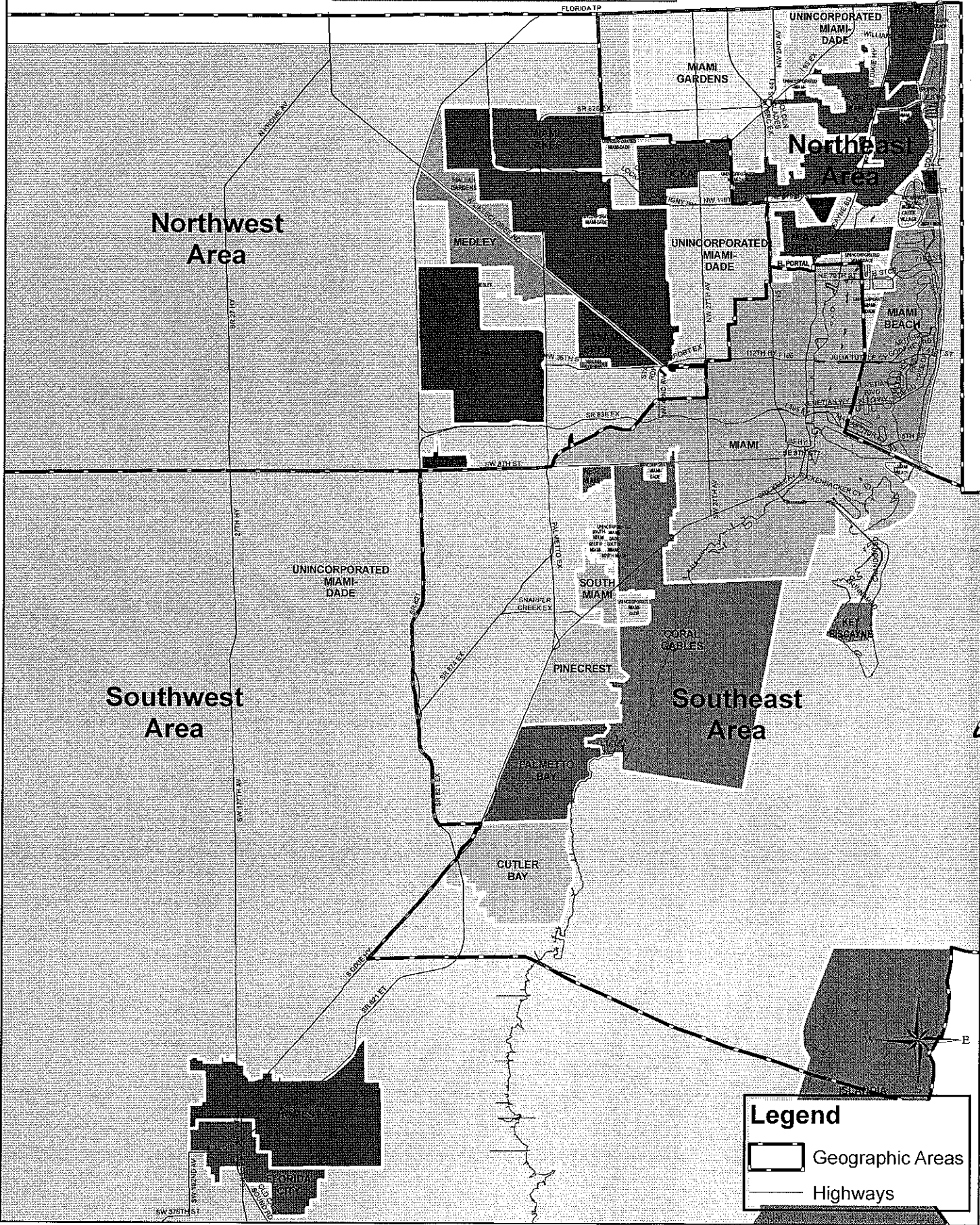


Geographic Areas



CITY OF CORAL GABLES, FLORIDA

By: _____

Donald D. Slesnick, II
Mayor

Date: _____

12/21/07

Approved as to form and legal sufficiency:

Elizabeth M. Hernandez
City Attorney

City Clerk

Walter J. Foeman



A.D.A. Engineering, Inc.
Consulting Engineers & Planners

Sanitary Sewer Connection at West Laboratory Elementary School
ADA Project No. C030-0605-39
MDCPS Project No. A0762C

11401 SW 40th Street, Suite 470
Miami, FL 33165
Phone: (305)-551-4608
Fax: (305)-551-8977
www.adaengineering.com

OPINION OF PROBABLE CONSTRUCTION COSTS

DATE: Updated 11/16/2007

ITEM	UNIT	MEASUREMENT	QUANTITY	PRICE	AMOUNT
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SANITARY SEWER CONSTRUCTION COST

Mobilization	EA		1	\$42,274	\$42,300
Survey	Acre		11.0	\$1,260	\$13,900
6" DI 90 Deg. Elbow	EA		1	\$265	\$300
24" x 6" DI Tee	EA		1	\$608	\$600
16" Butterfly Valve	EA		1	\$10,745	\$10,700
24" Butterfly Valve	EA		1	\$16,118	\$16,100
16" Tapping sleeve	EA		2	\$2,450	\$4,900
24" Tapping sleeve	EA		2	\$3,675	\$7,400
16" Line Stop	EA		1	\$13,195	\$13,200
24" Line Stop	EA		1	\$19,793	\$19,800
6" DIP Force Main	L.F.		550	\$38	\$21,000
6" C-900 PVC Sanitary Sewer	L.F.		470	\$12	\$5,500
8" C-900 PVC Sanitary Sewer	L.F.		1,338	\$19	\$25,000
Excavation and fill	C.Y.		4,034	\$14	\$56,800
6" Bedding	C.Y.		453	\$40	\$18,300
Sidewalk Restoration	S.F.		2,376	\$4	\$10,700
Asphalt Restoration	S.Y.		1,539	\$35	\$54,000
Air release valve for 4" DIP Force Main	EA		2	\$1,229	\$2,500
6" Check valve	EA		1	\$1,523	\$1,500
6" Plug valve	EA		1	\$2,074	\$2,100
Abandon Septic Tanks	EA		7	\$2,415	\$16,900
Sodding	MSF		22	\$494	\$10,700
Clean-out	EA		31	\$210	\$6,500
Sanitary Manhole(4' diameter, 10' deep)	EA		15	\$2,205	\$33,100
Sewage Pumping Station	EA		1	\$225,543	\$225,500
Excavation, Placement and MOT for Sewage Pump Stas (approx. 240 s.f.)	EA		1	\$61,425	\$61,400
Electrical connection	EA		1	\$38,955	\$39,000
Ancillary Site/Civil Items	LS		1	\$93,561	\$93,600
Clearing and Grubbing & Site Demolition	LS		1	\$48,798	\$48,800
Landscape/Irrigation	LS		1	\$25,863	\$25,900

Subtotal Site/Civil

\$888,000

Plus Contractor's General Conditions for Permits @ 1%

\$9,000

Plus Contractor's Overhead and Profit @ 17%

\$151,000

Total Opinion of Probable Construction Cost

\$1,048,000

Cost Opinion Assumptions:

1. Construction to commence within 1 year of this opinion.
2. Does not include any facility upgrades nor Americans With Disabilities Act related retrofits.
3. Does not include any contingencies for additional work that may be requested by the Owner.
4. Does not include any upgrades to City of Coral Gables utility infrastructure, other than 1-16" & 1-24" butterfly valve to be placed adjacent to proposed force main connection from West Laboratory Elementary School (i.e., no separate construction work zones that may require additional maintenance of traffic).

HAZEN AND SAWYER

Environmental Engineers & Scientists

Hazen and Sawyer, P.C.
999 Ponce de Leon Boulevard
Penthouse - Gables CitiTower
Coral Gables, FL 33134
305 443-4001
Fax: 305 443-4549

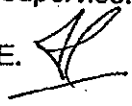
January 7, 2005

JAN 10 2005

PUBLICWORKS
DEPT.

MEMORANDUM

TO: Tom Springer, P.E.
Engineering Division Supervisor - City of Coral Gables

FROM: Ignacio L. Lizama, P.E. 
Associate

SUBJECT: West Laboratory Elementary School
Proposed Outside Sewer Connection

BACKGROUND

The City of Coral Gables (City) requested Hazen and Sawyer to review and provide commentary to the proposed outside sewer connection request for the West Laboratory Elementary School located in central Coral Gables. The School Board of Miami-Dade County proposes to abandon the school onsite septic system and connect to the City's sanitary sewer system.

The owner's consultant, Fortin, Leavy, Skiles, Inc. evaluated available connection alternatives and determined that their preferred connection method to the City's sewer system is to have a private pump station constructed on school property discharging to a proposed 6-inch ductile iron force main. This proposed force main will extend southeast along Carillo Street crossing Ponce de Leon Boulevard and tapping into the City's existing 24-inch cast iron force main which is part of the manifolded system that discharges to the Miami-Dade Water and Sewer system.

The applicant seeks Step 1 approval as outlined in City Resolution 24481 since the property lies outside any existing City sewer district.

REVIEW AND COMMENTARY

Hazen and Sawyer reviewed the information provided in the outside sewer connection request package dated December 2, 2004. Included in the sewer connection package were a topographic survey, a boundary survey, and sketch showing the proposed force main route and point of connection. Also included in the package was an allocation letter from the Department of Environmental Resources Management (DERM) indicating an average sewage flow of 7,230 GPD for the School. Using a peaking factor of 4.25, Fortin, Leavy, Skiles, Inc calculated a peak flow of 30,727.5 GPD or 21.34 gpm. These estimated sewer flows are summarized in the table below:

Table No. 1 Estimated Sewage Flows		
	Peaking Factor	Flows (gal/day)
Average	--	7,230.0 gpd
Peak	4.25	30,727.5 gpd

HAZEN AND SAWYER

Memorandum
January 7, 2005

RECOMMENDATIONS

Based on our review, we recommend the City to advise the owner to proceed with Step II of the procedures outlined in City Resolution 24481. The information already provided by the applicant satisfies the requirements of Step I of City Resolution 24481.

During the Step II process, Hazen and Sawyer recommends the following items be addressed:

1. Letter of Agreement

The property owner must submit to the City a letter of agreement with terms 1 through 20 outlined in City Resolutions 24481 and 27941. The owner has to agree with all the conditions and fees listed in said ordinances. Based on City Ordinance 27941, the connection fee for this property is \$64,527.75. This connection fee shall be paid concurrently upon signing the connection agreement.

2. Final Plans and Drawings

The property owner must provide the City with final plans and certifications for approval by the City. Hazen and Sawyer will then perform a review and provide commentary to be addressed prior to final approval by the City.

3. Permitting

The applicant needs to secure all required permits to perform this project. Our past experience indicates that permits from DERM, Miami Dade Water and Sewer Department (MDWASD) and the City of Coral Gables Public Works are required for this project. The applicant shall obtain all other permits before the City of Coral Gables Public Works permit.

Should you have any questions, please call.

Attachment

- c. R. A. Delgado, P.E. (City of Coral Gables)
- J. Kay, P.E. (City of Coral Gables)
- W. Rothman (City of Coral Gables)
- L. Hickman (City of Coral Gables)
- F. Chiriboga (Hazen and Sawyer)
- File 41014

Fortin, Leavy, Skiles, Inc.

Consulting Engineers, Surveyors & Mappers

Carl L. Skiles, PE President

Daniel C. Fortin, PSM Vice President

James W. Leavy, PSM Sec. Treasurer

180 Northeast 168th Street
North Miami Beach, Florida 33162-3412
Phone 305-653-4493
Fax 305-651-7152

December 2, 2004

Mr. R. Alberto Delgado, P.E.
Public Works Director
City of Coral Gables
285 Aragon Avenue
Coral Gables, FL 33134

Re: Request for Outside Sewer Connection Authorization
West Laboratory Elementary School
5300 Carillo Street
Coral Gables, FL 33146
FLS Job No. 17042

Dear Mr. Delgado,

Our client, The School Board of Miami-Dade County, is proposing to abandon the school onsite septic tank system and connect to the public sanitary sewer system in the area. Following the City of Coral Gables Resolution No. 24481, we are requesting your authorization for an outside sanitary sewer connection.

For your use, we have enclosed the following:

1. Applicant information (See Below)
2. School site address (See Above)
3. Topography and Boundary Survey including legal description of the subject property
4. DERM's allocation letter indicating an average sewage flow rate of 7,230 GPD
5. Peak Flow: $7,230 \text{ GPD} \times 4.25 = 30,727.50 \text{ GPD}$ or 21.34 GPM
6. Sketch showing force main route and point of connection, (Dwg No. 8002D-001)

Applicant Information:

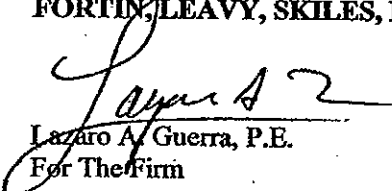
Applicant: The School Board of Miami-Dade County
Name: Mrs. Ofelia San Pedro
Title: Deputy Superintendent
Address: 1450 NE 2nd Avenue, Miami, Florida 33132
Telephone: (305) 995-4902

December 2, 2004
Mr. R. Alberto Delgado
Page 2

Please review the above documents and plans and send us a written confirmation that adequate service is available or can be made available to collect the existing school sewage flow.

Please call me if you need further information to comply with this request. Thank you for your prompt assistance.

Sincerely,
FORTIN, LEAVY, SKILES, INC.



Lázaro A. Guerra, P.E.
For The Firm

Enclosures

cc: Mrs. Lourdes Mendez-Lopez, P.A.
Offsite Utilities Planning & Development



Fortin, Leavy, Skiles, Inc.

MIAMI-DADE COUNTY, FLORIDA



2000021009500438



Issued Date: 15-OCT-2002
Expiration Date: NONE

ENVIRONMENTAL RESOURCES MANAGEMENT
WATER AND WASTEWATER DIVISION
33 S.W. 2nd AVENUE
SUITE 500
MIAMI, FLORIDA 33130-1540

MS. LOURDES MENDEZ-LOPEZ
MIAMI-DADE COUNTY PUBLIC SCHOOL BOARD
12525 NW 28 AVE ROOM 510
MIAMI, FL 33167

RE: Sewer System Treatment and Transmission Capacity Certification
for a Notice of Required Connection

Dear MS. MENDEZ-LOPEZ:

The Miami-Dade County Department of Environmental Resources Management (DERM) has reviewed a sewer service connection to serve the following project which is more specifically described in the attached project summary.

Project Name: WEST LABORATORY ELEMENTARY SCHOOL
Project Location: 5300 CARILLO STREET CORAL GABLES
Proposed Use: 439 STUDENTS 43 STAFF
Previous Flow: 0 GPD
Calculated Sewage Flow: 7230 GPD
Sewer Utility: MIAMI DADE WATER & SEWER DEPARTMENT
Receiving Pump Station: 30-0001

DERM has evaluated the request in accordance with the terms and conditions set forth in Paragraph 16 C of the First Partial Consent Decree (CASE NO. 93-1109 CIV-MORENO) between the United States of America and Miami-Dade County. DERM hereby certifies that adequate treatment and transmission capacity, as herein defined, is available for the above described project.

Furthermore, be advised that this approval does not constitute Departmental approval for the proposed project. Additional reviews and approval may be required from sections having jurisdiction over specific aspects of this project. Also, be advised that the gallons per day (GPD) flow determination indicated herein are for sewer allocation purposes only (in compliance with Consent Decree requirements) and may not be representative of GPD flows used in calculating connection fees by the utility providing the service.

By copy of this certification we are advising the appropriate building official of our Department's determination.



2000021009500438

Issued Date: 15-OCT-2002
Expiration Date: NONE

Sincerely,

John W. Renfrow, P.E.
Director
Department of Environmental Resources Management

By: *Jose Lopez* *Oct/12/04*
Jose Lopez, P.E.
Chief, Water & Wastewater Division

Attachments (2)

cc: Building Official (w/Attachments)
Utility Official (w/Project Summary Attachment)

Date: 10-08-2004

Page: 1

Applicant's Name: MR. MERRETT STIERHEIM
Applicant's Address: 1450 NE 2ND AVE

DERM Number: 2000-0210-0950-0438

Project: WEST LABORATORY ELEMENTARY SCHOOL
5300 CARILLO STREET

Proposed Use: 439 STUDENTS 43 STAFF

Pump Station: 30 -0001 Allocated flows: 7230 (GPD)
Projected NAPOT: 6.08 (HR)

#	Folio	Lot	Block	Flow (GPD)
===	=====	===	=====	=====
1	03-4130-015-0040			7230

Sec. 78-106. Sewer connection procedures for properties outside sewer districts.

106.1 Procedure.

STEP I: The applicant shall make a written preliminary request to the public works director the proposed outside sewer connection with the understanding that each outside connection may or may not be allowed based on the merit and feasibility to the city in permitting said outside sewer connections. The city will favorably consider only those applications which will not jeopardize any potential future connections by residents within the city. The written preliminary request shall include the following information before processing is initiated.

- (1) Name of applicant.
- (2) Address of applicant.
- (3) Telephone number of applicant.
- (4) Address of property to be connected.
- (5) Legal description of property to be connected.
- (6) Letter from each government agency having jurisdiction where applicant's property is located, stating that connection to the city sewer system is acceptable.
- (7) Proposed maximum, minimum and average design sewage flows from said outside connection, calculated and submitted in writing by a registered engineer currently licensed to practice in the State of Florida.
- (8) A preliminary sketch showing the applicant's property boundaries, the initially anticipated route of connection through the city, and the point of connection within the city.

Upon completion of the foregoing Step I review by the public works department, the director of public works shall advise the applicant of the Step I review results in writing.

Step II: If the Step I review is positive, or if the Step I review is negative but the applicant wishes to appeal to the city commission, the applicant shall purchase from the city clerk's office copies of City Code chapter 78, "Utilities", Resolution No. 22601, chapter 62, "Streets, Sidewalks and Other Public Places", and any other pertinent ordinances or resolutions together with the agreement terms for outside sanitary sewer connections, as hereinafter set forth.

106.2. Terms and conditions.

Agreement terms: An applicant/customer for a sanitary sewer connection for property (1) inside the city but outside existing sanitary sewer districts, or (2) outside the city, shall expressly agree to the following:

- (1) To pay a connection fee of \$2,100.00 per 1,000 gallons per day of peak demand paid concurrently upon signing this agreement. The connection charge shall be made on the basis of an agreed upon estimated gallonage, which shall be subject to review at any time after six months; usage and the final connection cost shall be adjusted to reflect actual usage if greater, but in no case less than the amount originally charged. An alternate method of payment for such sewer service connection charges may be granted whereby, in lieu of paying connection charges at time of execution of the customer agreement, the applicant or customer may be permitted to file with the city a cash bond in an amount to be agreed upon between the city manager and the customer, guaranteeing installment payments of said sewer service connection charges.

(2) To comply with all conditions set forth under chapters 62 and 78 of the City Code, Resolution No. 22601, and any other pertinent ordinances or resolutions, copies of which the applicant/customer has reviewed and fully acknowledged by agreeing hereto, except that rates applied to connecting outside the city shall be 75 percent greater than the rates applicable to the same connection within the city. If the connection is outside existing sanitary sewer districts but inside the city, the 75 percent additional rate shall not apply.

(3) To the billing and collecting of sewer service charges as determined by the city. Other agencies, for example the Miami-Dade Water and Sewer Department, may be designated by the city to bill and/or collect sewer service charges. Sewer service charges shall be due within ten days of receipt of billing by the customer. If the sewer service charges remain unpaid 30 days after due date, the city may have water services to the property disconnected. All sewer service charges to any building or structure or unit remaining unpaid 30 days after the due date shall become a lien against and upon the lands to which service has been furnished to the same extent as the lien for special assessments in the city, with the same penalties and the same right of collection and sale as would apply for Coral Gables taxes.

(4) To pay the entire cost of whatever facilities are required from the source of the sewage to the point of connection with the Coral Gables system.

(5) To furnish the city attorney with a copy of the deed for each unit of property making outside connection.

(6) To install and maintain facilities for such pre-treatment of wastes as may from time to time be found necessary to render the wastes suitable for handling and treatment by the city without creation of nuisances. Under operational difficulty, the reasonable determination by the city and the city consulting engineers shall be binding. The following shall be required in all cases:

- a. Grease separation facilities without exception.
- b. Comminutors except where flow is directly to a city comminutor.
- c. Screen at the discretion of the city in case of laundries and similar sources of rags, string and lint.
- d. Pre-chlorination in case of long force mains.

(7) To provide the city with plans and specifications in quadruplicate for applicant/customer sanitary sewer facilities as prepared by a registered civil engineer, licensed to practice in the State of Florida and fully experienced and qualified in the design of sanitary sewer systems. Said plans and specifications shall be reviewed by the city and returned to the applicant/customer marked for revision until the plans are returned marked approved and signed as such by the director of public works. A composite plan/profile survey of existing utilities shall be prepared of each Coral Gables right-of-way through which a pipeline run is proposed, showing the exact relationship between and among all existing and proposed facilities. The city may refuse to process the plans unless the composite picture is complete, so that the most feasible route with the least inconvenience to residents may be confirmed by the director of public works.

(8) To provide a cut-off valve at the point of connection with the Coral Gables system. This cut-off valve shall be shown and described in the above plans and specifications.

(9) To provide the city with a letter from said licensed/registered engineer stating that said engineering services have been retained to provide full-time resident inspection during construction and installation of said facilities. Upon completion of the installation,

said engineer shall certify in writing that the work has been fully and properly installed, and that infiltration is within allowable limits.

(10) To have proposed installation shown on said approved plans and specifications constructed and installed only by a fully licensed and qualified contractor who shall also obtain all prerequisite construction permits from each agency having jurisdiction prior to initiating work in the field. the public works director may withhold or withdraw issuance of city right-of-way permit if compliance with portions of Step II implementation by the applicant becomes overdue.

(11) To keep city informed of work progress and connections inside and outside the city so that city inspectors may confirm the integrity of the facilities at each key point.

(12) To be solely responsible for continuing maintenance and operation of said facilities. The city reserves the right to inspect the facilities and to require the applicant to have timely repairs made, where infiltration or other defects are adversely affecting the cost and operation of the city's sanitary sewer system. Failure of the applicant/customer to remedy defects shall be cause for termination of agreement and disconnection of the service. The occupants or tenants of the connected property shall be informed by the customer that the city is not responsible for such maintenance and operation.

(13) To not permit any other connection to the customer's connecting lines to the city system except those listed in the agreement. Any additional connections, if permitted, shall be subject o approval by the city as stated herein and the original connection charge shall be increased to reflect the additional sewage added. Additional connectors shall furnish the city with prior written approval by the original owner of the line and all prior connectors to said line.

(14) To limit the peak sewage flow from the outside sewer connection insofar as the property, zoning, size, type and/or density of the facility herein approved for connection, and any proposed change thereto which would generate significant increase in peak sewage discharged into the Coral Gables sanitary sewer system shall require prior approval by Coral Gables for such increased sewage discharge in accordance with the terms of this resolution.

(15) To provide that the monthly charge computed at the volumetric base rate be multiplied by a value of unity for a monthly average BOD of 250 ppm or under, said value to be increased by a surcharge factor of one-quarter percent per part per million on monthly average BOD in excess of 250 ppm, as follows and as interpolation thereof:

TABLE INSET:

MONTHLY BOD	MULTIPLIER
250 ppm or less	1.000
260	1.025
270	1.050
280	1.075
290	1.100
300	1.125

400	1.375
500	1.625
1,000	2.875

(16) To provide for and bear the cost of sampling with suitable sampling facilities when reasonable cause for sampling exists. The city shall give the customer or tenant reasonable notice when sampling is necessary, and qualified city representatives shall thereafter perform the necessary sampling as efficiently as possible.

(17) To reconnect to the city sewer system at the customer's expense in a manner acceptable to the city, when sewerage is completed to a new area in the city which can more efficiently and effectively serve the customer's outside connection.

(18) To provide liability insurance in the amounts required by Resolution No. 22601, naming the City of Coral Gables as additional insured and covering any damages to public or private property due to a failure in the customer's facilities. A certification of insurance shall be required at the execution of the agreement in a form acceptable to the City of Coral Gables.

(19) To provide a maintenance bond or other surety in the amount of five percent of the construction cost to assure timely repair of the customer's facilities should a failure occur, said surety to run in perpetuity or until the connection is no longer required.

(20) To bear the expense of recording the agreement encompassing the above terms in the Public Records of Miami-Dade County, Florida, and said agreement shall be a covenant running with the land which will state that the owner will not convey or cause to be conveyed the title to the above property without requiring the successor in title to abide by all of the terms and conditions of said agreement.

106.3. Approval. If after a review of the foregoing documents and terms which regulate all outside connections, the applicant still wishes to pursue the application, the applicant shall then request in writing to the city manager that the matter be placed on the agenda of the next regular commission meeting for consideration by the city commission. No reliance for approval by the city commission shall be assumed by the applicant before approval by the city commission publicly assembled in regular or special session.

If the city commission approves the application for outside connection, the applicant shall then have his or her consultant prepare all plans and specifications for the connection facilities for review and approval by the director of public works, as required by above agreement terms. Upon approval of said plans and specifications by the director of public works, the applicant shall arrange to meet with the city attorney for the purpose of executing the agreement for the outside connection and to pay concurrently the connection for established hereinabove.

(Ord. No. 2007-29, 9-25-2007)

Sec. 78-107. Sanitary sewer extensions.

107-1 Construction. If a sewer connection is required that is outside an existing sewer district the sewer extension shall be constructed by the entity requesting the extension (original applicant) and at their expense. Design and construction shall be in accordance with city standards and all applicable codes. The city shall have the right to inspect the new sanitary sewer improvements at any time during construction. The city shall have final approval and acceptance of work. Upon completion of construction, and

certification of acceptance by the Health Department, the city and any other appropriate entities, the original applicant shall convey to the city clear and clean title to the improvements including any and all rights-of-way and easements. All expenses shall be the responsibility of the original applicant including, but not limited to design, construction, and recording of ownership transfer.

107-2. Refunds. The original applicant of an extension of sanitary sewer service dedicated to the city shall be entitled to repayment from subsequent connectors served by the lines installed by the original applicant. Repayments shall be paid for gravity sewers, wastewater lift/pumping stations, force mains and other facilities which service a subsequent connector's property. The original applicant shall be entitled to refunds for a period of ten years for gravity sewers, wastewater lift/pumping stations and for mains from the date commencing with the date of the date of transfer of ownership of the sewer facilities to the city and after a certificate from the department of environmental resources management (DERM), stating that the improvements have been approved for main clearance, and as further described below. All references in this section to the original applicant shall be deemed to include the lawful successors or assigns of the original applicant unless expressly provided otherwise herein.

(1) Repayment shall be made from subsequent connector to the original applicant. Refunds shall be computed based on a fixed dollar amount per gallon per day (on an annual average day basis) of capacity required by the subsequent connector's property. The computation of a repayment shall be based upon the actual size, capacity and cost of the facilities installed. The city shall review the computation of all repayments and shall act as intermediary only in the event of a dispute over the amount of the refund arises.

(2) Repayments must be paid to the original applicant by subsequent connector before physically connecting to the existing mains. The city shall not issue permit for the connection until such time as good and sufficient proof that the reimbursement has been made is submitted.

(3) Per annum simple interest will accrue on all construction connection charges from the date of the original applicant's bill of sale for the sewer facilities at the rate authorized from time to time by F.S. § 687.02.

An original applicant shall not be repaid sums in excess of his original investment, less his use, in the sewer facilities.

Such payment shall only be made during a ten year period commencing with the date of transfer of ownership of the sewer facilities to the city and after a certificate from the department of environmental resources management (DERM) stating that the improvements have been approved for main clearance. It shall be the original applicant's responsibility to provide the city with a current mailing address during the ten year period.

(4) Should a subsequent connector connect to the existing main without a refund payment, the city within 30 days of receipt of written notice of same, require the subsequent connector to pay the full amount due or, at that time, the city may elect to terminate service to the subsequent connector.

(5) The city shall maintain records to show which original applicant constructed and paid originally for the wastewater facility improvements. These records will be complete, to include engineering drawings, actual costs, date completed, materials used, etc.

- (6) It will be the original applicant's responsibility to inform the city of any changes in name, address, phone number or ownership status.
- (7) The original applicant and all subsequent connectors shall provide without cost to the city any right-of-way easements required to furnish the service requested by the original applicant.
- (8) When sewer mains are to be extended within the public right-of-way or when a public utility easement is used for such purposes, the original applicant must extend the main the entire length in accordance with sizes/capacities established by the city. Such length shall originate from the terminus of existing service to a point designated by the city for effective and efficient system operation.
- (9) The following is an example of the above stated refund policy. In this example, to service his property, original applicant requires an eight inch gravity sewer line in this location. The city identifies a 16-inch gravity sewer line as necessary to accommodate the total average annual daily flow (AADF) of properties generating wastewater tributary to the sewer line in this area. The AADF capacity of a 16-inch gravity sewer in this location is designated F16 gpd. Original applicant is required to construct the 16-inch gravity sewer line in this location. Unless the city agrees to participate in the initial cost-sharing of the 16-inch gravity sewer line, original applicant must initially bear the entire cost of the 16-inch gravity sewer line, which is designated C16. The fixed dollar amount of refund per gallon per day described in subsection (1) is represented in this example as C16/F16. When connector #1, the flow of whose parcel is designated FCA#1, wishes to connect to the 16-inch line, connector #1 must pay a refund to the city equal to $FCA\#1 \times (C16/F16)$. Subsequent connector/applicant must also pay refunds to the city computed in the same manner. The city shall, in turn, repay the appropriate amounts within the durations set forth in subsection (1) and (3).
- (10) The city may require that an original applicant oversize facilities to service the subject property in order that the city may service future developers or, to improve its service.
- (11) In order to offset the city's expense of maintaining records of repayment to be paid, subsequent connectors shall pay the city a repayment administration fee (R.A.F.), which shall be in addition to the refund designated for payment to original applicant. The R.A.F. amount shall be five percent of the refund to original applicant, but the R.A.F. shall not be less than \$2,500.00. The original applicant and those subsequent connectors not required to pay refunds designated for payment to an original applicant shall not pay an R.A.F.
- (12) Total amount of refunds to original applicant shall not exceed the cost of the facilities less the cost of that portion of the facilities hydraulically required by original applicant on annual average daily flow basis. In the event that the city has contributed to the over-sizing of the facilities, total amount of refunds to original applicant shall be reduced by the amount contributed by the city.
- (13) The original applicant will be required to submit a cost estimate for all improvements prior to obtaining a city permit and approval to commence construction. If costs appear to be unusually excessive for market conditions at the time of application, the city may reject the project.
- (14) The city, or its agents, shall have the right to audit any records and books of the original applicant or any contractors or any sub-contractors to the extent such books and

records related to the performance of this agreement or any subcontract to this agreement. Such records and books shall be maintained by the original applicant, contractor or any subcontractor for a period of three years from the date the transfer of ownership is recorded.

Such records and books shall reflect control accounts and detail accounts prepared in accordance with generally accepted accounting principles. Such books and records shall be made available to the City, or its agents, within the Miami-Dade County area.

If the city, or its agents' audit discloses a cumulative actual variance of three percent or more from amounts reported to the city the original applicant, contractor or subcontractor, such audit shall be at the original applicant's expense, in which case such audit costs and any over billing shall be immediately paid to the city by the contractor.

(15) Should unusual circumstances arise whereby a subsequent connector would be required to make excessive refunds designated for payment to one or more original applicants or insufficient refunds, the city may be requested to review and resolve such a case individually, upon written application to the city.

(16) Refunds for gravity sewers, wastewater lift/pumping stations and force mains shall be due the original applicant from the date of transfer of ownership of the sewer facilities to the city is recorded and after the DERM "Final Construction Report" signed by a professional engineer who designed the system, stating that the system is ready for its intended use.

(17) In those situations in which sanitary sewer improvements within the scope of this section have been made by a community development district (the "CDD") as authorized by F.S. ch. 190, any repayment which is due from the subsequent connector to the original applicant shall be payable to the CDD unless otherwise provided by the Miami-Dade County Ordinance which created the CDD. Any such refund made to the CDD shall be administered by the city pursuant to an agreement (the "Refund Agreement") entered into between the subsequent connector, CDD and the city. The refund agreement shall be subject to the approval of the city manager and shall be approved as to form and legal sufficiency by the city attorney. It is intended that the refund agreement provides for the owners of the specially assessed property within the CDD to benefit from the authorized refund to the extent consistent with this section and F.S. ch. 190.

(Ord. No. 2007-29, 9-25-2007)

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2008-07

A RESOLUTION ESTABLISHING MINIMUM REQUIREMENTS FOR LIABILITY INSURANCE; REQUIRING WORKERS COMPENSATION INSURANCE WHERE APPLICABLE; REQUIRING AUTOMOBILE LIABILITY INSURANCE WHERE APPLICABLE; PROVIDING FOR REVIEW OF INSURANCE REQUIREMENTS BY THE HUMAN RESOURCES DIRECTOR; AND RESCINDING RESOLUTION NO. 25786.

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

SECTION 1. That the minimum requirements for Liability Insurance are hereby established for all entities and individuals who have or will enter into an agreement, lease, or contract with the City of Coral Gables and/or are obligated to indemnify and hold the City of Coral Gables harmless through a permit, resolution, ordinance or statute that does not contain specific insurance requirements, as hereinafter set forth:

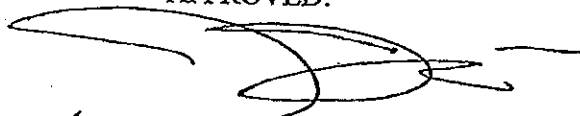
1. That all individuals and entities are required to evidence insurance coverage applicable to residential properties (one to four family dwellings) under a personal liability insurance policy with a minimum limit of liability of \$300,000 per occurrence for Bodily Injury and Property Damage Liability.
2. That all individuals and entities are required to evidence insurance coverage applicable to commercial properties under a commercial general liability insurance policy with a minimum limit of liability of \$500,000 per occurrence for Bodily Injury and Property Damage Liability.
3. That increased limits and/or other types of coverage may be required by the City including, but not limited to special risks.
4. That evidence of such insurance coverage shall be provided to the City in the form of a certificate of insurance that is acceptable to the City, including copies of all required endorsements. The City shall be entitled to receive a complete copy of any required insurance policy for review upon request.

5. That the City shall be named as additional insured on a primary and non-contributory basis, said policy shall be endorsed to include a waiver of subrogation, and contain a "severability of interest" or a "cross liability" clause without obligation of a premium payment by the City.
6. That Insurance Companies providing such coverage shall endeavor to provide the City with 30 days (10 days for non-payment of premium) advance written notice of cancellation if said policies are cancelled or non-renewed for any reason. However, it will be the legal obligation of the individual or entity evidencing insurance coverage to the City to provide by receipted delivery, any notice of cancellation, non-renewal and/or notice of claim to the attention of the City Manager, City Attorney or Human Resources Director
7. That evidence of statutory Workers Compensation coverage is required, where applicable.
8. That evidence of automobile liability insurance with limits of liability equal to or greater than the limits of liability required for personal liability and/or commercial general liability insurance is required, where applicable.
9. That self-insured retentions, self-insurance and/or captive insurance programs are permitted should the City determine that the individual or entity evidencing such coverage has the ability to finance such self-insured retention, self-insurance or captive insurance program. The City may require some form of financial guarantee to allow such self-insured retention, self-insurance and/or captive insurance program.
10. That all insurance policies evidenced to the City or required by the City shall provide coverage for any indemnification and/or hold harmless provision of any City permit, agreement, lease, contract, resolution or ordinance of the City and these instruments shall be considered, at a minimum, insured contracts by definition.
11. That the Human Resources Director or designee shall be responsible for reviewing and approving insurance requirements for compliance with the requirements as set forth herein or as contained within any City permit, agreement, lease, contract, resolution, ordinance and/or statute and is hereby authorized to approve requested waivers of such insurance requirements.
12. That this resolution supersedes Resolution No. 25786 and said resolution shall be and is hereby revoked, repealed and rescinded.

SECTION 2. That said resolution shall become effective upon the date of its passage and adoption herein.

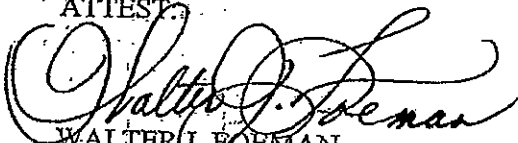
PASSED AND ADOPTED THIS EIGHT DAY OF JANUARY, A.D., 2008
(Moved: Cabrera/ Seconded: Anderson)
(Yeas: Cabrera, Kerdyk, Withers, Anderson, Slesnick)
(Unanimous: 5-Vote)
(Agenda Item: H-2)

APPROVED:



DONALD D. SLESNICK, II
MAYOR

ATTEST:



WALTER J. BOEMAN
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ
CITY ATTORNEY

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2007-29

AN ORDINANCE OF THE CITY OF CORAL GABLES, FLORIDA, AMENDING CHAPTER 78 OF THE CITY CODE BY AMENDING SECTION 78-98 ADDING DEFINITION OF SEWER DISTRICT AND BY ADDING SECTION 78-106 TO PROVIDE FOR CONNECTION TO THE SANITARY SEWER SYSTEM BY PROPERTIES LOCATED OUTSIDE EXISTING SEWER DISTRICTS, AND BY ADDING SECTION 78-107, TO PROVIDE FOR DEDICATION OF SANITARY SEWER SERVICE EXTENSIONS AND FOR A PERMISSIBLE REPAYMENT PERIOD OF TEN (10) YEARS CONCERNING SUBSEQUENT UTILITY CONSTRUCTION CONNECTION CHARGE REPAYMENT TO ORIGINAL APPLICANT FOR EXTENSIONS OF SEWER SERVICE, AND TO PROVIDE FOR COMMUNITY DEVELOPMENT DISTRICT SITUATIONS, AND ADMINISTRATIVE FEES, AND CLARIFYING PROVISIONS AS DESCRIBED HEREIN, PROVIDING FOR INCLUSION IN THE CODE, AND PROVIDING FOR AN EFFECTIVE DATE.

Sec. 78-98. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Owner, tenant, occupant and user mean the person to whom a bill for water service is rendered by Miami-Dade Water and Sewer Department for water furnished or used upon or in any particular building or structure or unit thereof, respectively.

Sanitary sewer district means an area of the City where sanitary sewer service is provided by an existing sewer sanitary gravity system (Ref. North and South Sanitary Sewer District map.)

Sanitary sewer system means all conduits and works operated by the City for the collection and conveying of sanitary sewage from the pipe connection at the property line of individual property to the point of final disposition thereof, and all equipment and facilities used in connection therewith, including all pipe lines, truck lines, pumping equipment and lift stations, now or hereafter owned or used by the City in the operation of the sanitary sewer system.

Sec. 78-106. Sewer Connection Procedures for properties outside sewer districts.

106.1 Procedure

STEP I: The applicant shall make a written preliminary request to the Public Works Director the proposed outside sewer connection with the understanding that each outside connection may or may not be allowed based on the merit and feasibility to the City in permitting said outside sewer connections. The City will favorably consider only those applications which will not jeopardize any potential future connections by residents within the City. The written preliminary request shall include the following information before processing is initiated.

1. Name of applicant.
2. Address of applicant.
3. Telephone number of applicant.
4. Address of property to be connected.
5. Legal description of property to be connected.
6. Letter from each government agency having jurisdiction where applicant's property is located, stating that connection to the City sewer system is acceptable.
7. Proposed maximum, minimum and average design sewage flows from said outside connection, calculated and submitted in writing by a registered engineer currently licensed to practice in the State of Florida.
8. A preliminary sketch showing the applicant's property boundaries, the initially anticipated route of connection through the City, and the point of connection within the City.

Upon completion of the foregoing Step I review by the Public Works Department, the Director of Public Works shall advise the applicant of the Step I review results in writing.

Step II: If the Step I review is positive, or if the Step I review is negative but the applicant wishes to appeal to the City Commission, the applicant shall purchase from the City Clerk's office copies of City Code Chapter 78, "Utilities", Resolution No. 22601, Chapter 62, "Streets, Sidewalks and Other Public Places", and any other pertinent ordinances or resolutions together with the agreement terms for outside sanitary sewer connections, as hereinafter set forth.

Sec. 78-106.2. Terms and Conditions.

Agreement Terms: An applicant/customer for a sanitary sewer connection for property (1) inside the City but outside existing sanitary sewer districts, or (2) outside the City, shall expressly agree to the following:

1. To pay a connection fee of \$2,100.00 per 1,000 gallons per day of peak demand paid concurrently upon signing this agreement. The connection charge shall be made on the basis of an agreed upon estimated gallonage, which shall be subject to review at any time after six months; usage and the final connection cost shall be adjusted to reflect actual usage if greater, but in no case less than the amount originally charged. An alternate method of payment for such sewer service connection charges may be granted whereby, in lieu of paying connection charges at time of execution of the

customer agreement, the applicant or customer may be permitted to file with the City a cash bond in an amount to be agreed upon between the City Manager and the customer, guaranteeing installment payments of said sewer service connection charges.

2. To comply with all conditions set forth under Chapters 62 and 78 of the City Code, Resolution No. 22601, and any other pertinent ordinances or resolutions, copies of which the applicant/customer has reviewed and fully acknowledged by agreeing hereto, except that rates applied to connecting outside the City shall be 75% greater than the rates applicable to the same connection within the City. If the connection is outside existing sanitary sewer districts but inside the City, the 75% additional rate shall not apply.
3. To the billing and collecting of sewer service charges as determined by the City of Coral Gables. Other agencies, for example the Miami-Dade Water and Sewer Department, may be designated by the City to bill and/or collect sewer service charges. Sewer service charges shall be due within ten (10) days of receipt of billing by the customer. If the sewer service charges remain unpaid 30 days after due date, the City may have water services to the property disconnected. All sewer service charges to any building or structure or unit remaining unpaid 30 days after the due date shall become a lien against and upon the lands to which service has been furnished to the same extent as the lien for special assessments in the City of Coral Gables, with the same penalties and the same right of collection and sale as would apply for Coral Gables taxes.
4. To pay the entire cost of whatever facilities are required from the source of the sewage to the point of connection with the Coral Gables system.
5. To furnish the City Attorney with a copy of the deed for each unit of property making outside connection.
6. To install and maintain facilities for such pre-treatment of wastes as may from time to time be found necessary to render the wastes suitable for handling and treatment by the City without creation of nuisances. Under operational difficulty, the reasonable determination by the City and the City consulting engineers shall be binding. The following shall be required in all cases:
 - a. Grease separation facilities without exception.
 - b. Comminutors except where flow is directly to a City comminutor.
 - c. Screen at the discretion of the City in case of laundries and similar sources of rags, string and lint.
 - d. Pre-chlorination in case of long force mains.

7. To provide the City with plans and specifications in quadruplicate for applicant/customer sanitary sewer facilities as prepared by a registered civil engineer, licensed to practice in the State of Florida and fully experienced and qualified in the design of sanitary sewer systems. Said plans and specifications shall be reviewed by the City and returned to the applicant/customer marked for revision until the plans are returned marked approved and signed as such by the Director of Public Works. A composite plan/profile survey of existing utilities shall be prepared of each Coral Gables right-of-way through which a pipeline run is proposed, showing the exact relationship between and among all existing and proposed facilities. The City may refuse to process the plans unless the composite picture is complete, so that the most feasible route with the least inconvenience to residents may be confirmed by the Director of Public Works.
8. To provide a cut-off valve at the point of connection with the Coral Gables system. This cut-off valve shall be shown and described in the above plans and specifications.
9. To provide the city with a letter from said licensed/registered engineer stating that said engineering services have been retained to provide full-time resident inspection during construction and installation of said facilities. Upon completion of the installation, said engineer shall certify in writing that the work has been fully and properly installed, and that infiltration is within allowable limits.
10. To have proposed installation shown on said approved plans and specifications constructed and installed only by a fully licensed and qualified contractor who shall also obtain all prerequisite construction permits from each agency having jurisdiction prior to initiating work in the field. The Public Works Director may withhold or withdraw issuance of City right-of-way permit if compliance with portions of Step II implementation by the applicant becomes overdue.
11. To keep City informed of work progress and connections inside and outside the City so that City inspectors may confirm the integrity of the facilities at each key point.
12. To be solely responsible for continuing maintenance and operation of said facilities. The City reserves the right to inspect the facilities and to require the applicant to have timely repairs made, where infiltration or other defects are adversely affecting the cost and operation of the City's sanitary sewer system. Failure of the applicant/customer to remedy defects shall be cause for termination of agreement and disconnection of the service. The occupants or tenants of the connected property shall be informed by the customer that the City is not responsible for such maintenance and operation.

13. To not permit any other connection to the customer's connecting lines to the City system except those listed in the agreement. Any additional connections, if permitted, shall be subject to approval by the City as stated herein and the original connection charge shall be increased to reflect the additional sewage added. Additional connectors shall furnish the City with prior written approval by the original owner of the line and all prior connectors to said line.
14. To limit the peak sewage flow from the outside sewer connection insofar as the property, zoning, size, type and/or density of the facility herein approved for connection, and any proposed change thereto which would generate significant increase in peak sewage discharged into the Coral Gables sanitary sewer system shall require prior approval by Coral Gables for such increased sewage discharge in accordance with the terms of this resolution.
15. To provide that the monthly charge computed at the volumetric base rate be multiplied by a value of unity for a monthly average BOD of 250 ppm or under, said value to be increased by a surcharge factor of $\frac{1}{4}\%$ per part per million on monthly average BOD in excess of 250 ppm, as follows and as interpolation thereof:
- | MONTHLY BOD | MULTIPLIER |
|-----------------|------------|
| 250 ppm or less | 1.000 |
| 260 | 1.025 |
| 270 | 1.050 |
| 280 | 1.075 |
| 290 | 1.100 |
| 300 | 1.125 |
| 400 | 1.375 |
| 500 | 1.625 |
| 1000 | 2.875 |
16. To provide for and bear the cost of sampling with suitable sampling facilities when reasonable cause for sampling exists. The City shall give the customer or tenant reasonable notice when sampling is necessary, and qualified City representatives shall thereafter perform the necessary sampling as efficiently as possible.
17. To reconnect to the City sewer system at the customer's expense in a manner acceptable to the City, when sewerage is completed to a new area in the City which can more efficiently and effectively serve the customer's outside connection.
18. To provide liability insurance in the amounts required by Resolution No. 22601, naming the City of Coral Gables as additional insured and covering any damages to public or private property due to a failure in the customer's facilities. A certification of insurance shall be required at the execution of the agreement in a form acceptable to the City of Coral Gables.

19. To provide a maintenance bond or other surety in the amount of five (5) percent of the construction cost to assure timely repair of the customer's facilities should a failure occur, said surety to run in perpetuity or until the connection is no longer required.
20. To bear the expense of recording the agreement encompassing the above terms in the Public Records of Miami-Dade County, Florida, and said agreement shall be a covenant running with the land which will state that the owner will not convey or cause to be conveyed the title to the above property without requiring the successor in title to abide by all of the terms and conditions of said agreement.

Sec. 78-106.3. Approval.

If after a review of the foregoing documents and terms which regulate all outside connections, the applicant still wishes to pursue the application, the applicant shall then request in writing to the City Manager that the matter be placed on the agenda of the next regular commission meeting for consideration by the City Commission. No reliance for approval by the City Commission shall be assumed by the applicant before approval by the City Commission publicly assembled in regular or special session.

If the City Commission approves the application for outside connection, the applicant shall then have his or her consultant prepare all plans and specifications for the connection facilities for review and approval by the Director of Public Works, as required by above Agreement Terms. Upon approval of said plans and specifications by the Director of Public Works, the applicant shall arrange to meet with the City Attorney for the purpose of executing the agreement for the outside connection and to pay concurrently the connection for established hereinabove.

Sec. 78-107. Sanitary Sewer Extensions.

107-1 Construction

If a sewer connection is required that is outside an existing sewer district the sewer extension shall be constructed by the entity requesting the extension (ORIGINAL APPLICANT) and at their expense. Design and Construction shall be in accordance with City Standards and all applicable codes. The City shall have the right to inspect the new sanitary sewer improvements at any time during construction. The City shall have final approval and acceptance of work. Upon completion of construction, and certification of acceptance by the Health Department, the City and any other appropriate entities, the ORIGINAL APPLICANT shall convey to the City clear and clean title to the improvements including any and all rights-of-way and easements. All expenses shall be the responsibility of the ORIGINAL APPLICANT including, but not limited to design, construction, and recording of ownership transfer.

107-2. Refunds.

The ORIGINAL APPLICANT of an extension of sanitary sewer service dedicated to the City shall be entitled to repayment from subsequent connectors served by the lines installed by the ORIGINAL APPLICANT. Repayments shall be paid for gravity sewers, wastewater lift/pumping stations, force mains and other facilities which service a subsequent connector's property. The ORIGINAL APPLICANT shall be entitled to refunds for a period of ten (10) years for gravity sewers, wastewater lift/pumping stations and for mains from the date commencing with the date of the date of transfer of ownership of the sewer facilities to the City and after a certificate from the Department of Environmental Resources Management (DERM), stating that the improvements have been approved for main clearance, and as further described below. All references in this section to the ORIGINAL APPLICANT shall be deemed to include the lawful successors or assigns of the ORIGINAL APPLICANT unless expressly provided otherwise herein.

1. Repayment shall be made from subsequent connector to the ORIGINAL APPLICANT. Refunds shall be computed based on a fixed dollar amount per gallon per day (on an annual average day basis) of capacity required by the subsequent connector's property. The computation of a repayment shall be based upon the actual size, capacity and cost of the facilities installed. The City shall review the computation of all repayments and shall act as intermediary only in the event of a dispute over the amount of the refund arises.
2. Repayments must be paid to the ORIGINAL APPLICANT by subsequent connector before physically connecting to the existing mains. The City of Coral Gables shall not issue permit for the connection until such time as good and sufficient proof that the reimbursement has been made is submitted.
3. Per annum simple interest will accrue on all construction connection charges from the date of the ORIGINAL APPLICANT's Bill of Sale for the sewer facilities at the rate authorized from time to time by Section 687.02, Florida Statutes

An ORIGINAL APPLICANT shall not be repaid sums in excess of his original investment, less his use, in the sewer facilities.

Such payment shall only be made during a ten (10) year period commencing with the date of transfer of ownership of the sewer facilities to the City and after a certificate from the Department of Environmental Resources Management (DERM) stating that the improvements have been approved for main clearance. It shall be the ORIGINAL APPLICANT's responsibility to provide the City with a current mailing address during the ten (10) year period.

4. Should a subsequent connector connect to the existing main without a refund payment, the City within thirty (30) days of receipt of written notice of same, require the subsequent connector to pay the full amount due or, at that time, the City of Coral Gables may elect to terminate service to the subsequent connector.

5. The City shall maintain records to show which ORIGINAL APPLICANT constructed and paid originally for the wastewater facility improvements. These records will be complete, to include engineering drawings, actual costs, date completed, materials used, etc.
6. It will be the ORIGINAL APPLICANT's responsibility to inform the City of any changes in name, address, phone number or ownership status.
7. The ORIGINAL APPLICANT and all subsequent connectors shall provide without cost to the City any right-of-way easements required to furnish the service requested by the ORIGINAL APPLICANT.
8. When sewer mains are to be extended within the public right-of-way or when a public utility easement is used for such purposes, the ORIGINAL APPLICANT must extend the main the entire length in accordance with sizes/capacities established by the City. Such length shall originate from the terminus of existing service to a point designated by the City for effective and efficient system operation.
9. The following is an example of the above stated refund policy. In this example, to service his property, ORIGINAL APPLICANT requires an eight inch (8") gravity sewer line in this location. The City identifies a sixteen inch (16") gravity sewer line as necessary to accommodate the total Average Annual Daily Flow (AADF) of properties generating wastewater tributary to the sewer line in this area. The AADF capacity of a 16" gravity sewer in this location is designated F16 gpd. ORIGINAL APPLICANT is required to construct the 16" gravity sewer line in this location. Unless the City agrees to participate in the initial cost-sharing of the 16" gravity sewer line, ORIGINAL APPLICANT MUST initially bear the entire cost of the 16" gravity sewer line, which is designated C16. The fixed dollar amount of refund per gallon per day described in paragraph (1) is represented in this example as C16/F16. When connector #1, the flow of whose parcel is designated FCA#1, wishes to connect to the 16" line, connector #1 must pay a refund to the City equal to $FCA\#1 \times (C16/F16)$. Subsequent connector/applicant must also pay refunds to the City computed in the same manner. The City shall, in turn, repay the appropriate amounts within the durations set forth in paragraph (1) and (3).
10. The City may require that an ORIGINAL APPLICANT oversize facilities to service the subject property in order that the City may service future developers or, to improve its service.

11. In order to offset the City's expense of maintaining records of repayment to be paid, subsequent connectors shall pay the City a repayment administration fee (R.A.F.), which shall be in addition to the refund designated for payment to ORIGINAL APPLICANT. The R.A.F. amount shall be five (5) percent of the refund to ORIGINAL APPLICANT, but the R.A.F. shall not be less than two thousand and five hundred dollars (\$2,500.00). The ORIGINAL APPLICANT and those subsequent connectors not required to pay refunds designated for payment to an ORIGINAL APPLICANT shall not pay an R.A.F.
12. Total amount of refunds to ORIGINAL APPLICANT shall not exceed the cost of the facilities less the cost of that portion of the facilities hydraulically required by ORIGINAL APPLICANT on annual average daily flow basis. In the event that the City has contributed to the over-sizing of the facilities, total amount of refunds to ORIGINAL APPLICANT shall be reduced by the amount contributed by the City.
13. The ORIGINAL APPLICANT will be required to submit a cost estimate for all improvements prior to obtaining a City permit and approval to commence construction. If costs appear to be unusually excessive for market conditions at the time of application, the City may reject the project.
14. The City, or its agents, shall have the right to audit any records and books of the ORIGINAL APPLICANT or any contractors or any sub-contractors to the extent such books and records related to the performance of this agreement or any subcontract to this agreement. Such records and books shall be maintained by the ORIGINAL APPLICANT, contractor or any subcontractor for a period of three (3) years from the date the transfer of ownership is recorded.

Such records and books shall reflect control accounts and detail accounts prepared in accordance with generally accepted accounting principles. Such books and records shall be made available to the City, or its agents, within the Miami-Dade County area.

If the City, or its agents' audit discloses a cumulative actual variance of three percent (3%) or more from amounts reported to the City the ORIGINAL APPLICANT, contractor or subcontractor, such audit shall be at the ORIGINAL APPPLICANT's expense, in which case such audit costs and any over billing shall be immediately paid to the City by the contractor.
15. Should unusual circumstances arise whereby a subsequent connector would be required to make excessive refunds designated for payment to one or more ORIGINAL APPLICANTS or insufficient refunds, the City may be requested to review and resolve such a case individually, upon written application to the City.

16. Refunds for gravity sewers, wastewater lift/pumping stations and force mains shall be due the ORIGINAL APPLICANT from the date of transfer of ownership of the sewer facilities to the City is recorded and after the DERM "Final Construction Report" signed by a professional engineer who designed the system, stating that the system is ready for its intended use.
17. In those situations in which sanitary sewer improvements within the scope of this section have been made by a Community Development District (the "CDD") as authorized by Chapter 190, Florida Statutes, any repayment which is due from the subsequent connector to the ORIGINAL APPLICANT shall be payable to the CDD unless otherwise provided by the Miami-Dade County Ordinance which created the CDD. Any such refund made to the CDD shall be administered by the City pursuant to an agreement (the "Refund Agreement") entered into between the subsequent connector, CDD and the City. The Refund Agreement shall be subject to the approval of the City Manager and shall be approved as to form and legal sufficiency by the City Attorney. It is intended that the Refund Agreement provides for the owners of the specially assessed property within the CDD to benefit from the authorized refund to the extent consistent with this section and Chapter 190, Florida Statutes.

Section 3. Severability.

That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code.

That it is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Code of the City of Coral Gables; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5 Effective Date

This Ordinance shall become effective immediately upon adoption on second reading, and shall also be applied retroactively to wastewater system improvements which were completed no earlier than two (2) years prior to the date of the final adoption of this Ordinance.

PASSED AND ADOPTED THIS TWENTY-FIFTH DAY OF SEPTEMBER, A.D.,
2007.


(Moved: Anderson / Seconded: Kerdyk)
(Yeas: Withers, Anderson, Cabrera, Kerdyk, Slesnick)
(Unanimous: 5-0 Vote)
(Agenda Item: E-3)

ATTEST



WALTER J. FOEMAN
CITY CLERK

APPROVED:



DONALD D. SLESNICK II
MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ
CITY ATTORNEY

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 27941

A RESOLUTION ESTABLISHING FEE FOR CONNECTION TO CITY SANITARY SEWER SYSTEM FOR PROPERTY OUTSIDE CITY OR OUTSIDE SANITARY SEWER DISTRICT, EFFECTIVE APRIL 1, 1992; AND AMENDING RESOLUTION NO. 24481 ACCORDINGLY.

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

1. That a fee increase for connecting into the Sanitary Sewer System by property outside the City, or by property inside the City but outside the existing Sanitary Sewer District is hereby established, which shall be \$2,100.00 per 1,000 gallons per day of peak demand and shall be paid concurrently upon signing the connection agreement.

2. That the fee herein authorized shall become effective on April 1, 1992 and the Sewer Connection agreement terms as set forth in Resolution No. 24481 are hereby amended accordingly.

PASSED AND ADOPTED THIS TWENTY-FIFTH DAY OF FEBRUARY, A. D., 1992.

APPROVED:

**GEORGE M. CORRIGAN
MAYOR**

ATTEST:

**VIRGINIA L. PAUL
CITY CLERK
(15)(K/B)(5)**

City of Coral Gables City Commission Meeting

Agenda Item C-4

April 13, 2010

City Commission Chambers

405 Biltmore Way, Coral Gables, FL

City Commission

Mayor Donald D. Slesnick, II

Vice Mayor William H. Kerdyk, Jr.

Commissioner Maria Anderson

Commissioner Rafael "Ralph" Cabrera, Jr.

Commissioner Wayne "Chip" Withers

City Staff

City Manager, Patrick Salerno

City Attorney, Elizabeth Hernandez

City Clerk, Walter J. Foeman

Deputy City Clerk, Billy Urquia

Public Works Project Engineer, Jim Kay

Public Speaker(s)

Dr. Carnegie, Dade County Public School System

C-4 [Start: 9:52:36 a.m.]

Resolution authorizing the execution of an agreement between the City of Coral Gables and the School Board of Miami-Dade County, Florida for a sewer connection outside the City Sanitary Sewer District to serve West Laboratory Elementary School, located at 5300 Carrillo Street, Coral Gables, Florida, subject to the requirements of the Public Works Department as provided under Chapters 62 and 78 of the City Code, Ordinance No. 2007-29 and Resolution No. 27941; and provided that the executed agreement be made part of this Resolution.

Mayor Slesnick: C-4. Who pulled C-4?

Commissioner Withers: I did.

Commissioner Cabrera: Mr. Withers did.

Commissioner Withers: And I don't know, maybe Liz remembers this; we in the past has kind of used the sewer connection to keep in check the enrollment at the different public schools, and I think it's currently 430 something at West Lab, and I didn't know if the Commission, and maybe City Manager's office can let me know, once they have this sewer connection does it allow them to add how many students seats, and how many more kids can, if they wanted to expand and

build more, can they do that?- how many more could they build?- etc. Remember Liz when we had the Gables High School and the Ponce issue, we actually used a capped enrollment.

City Attorney Hernandez: On Coral Gables Senior High, remember that was part of a pre-suit mediation process. I do believe however, in West Lab we have a certain cap; we've been doing that with schools, you know a cap on enrollment that they need to come back to increase it, they need to advise the city. We can get the numbers for you on West Lab, but I don't have them handy.

Commissioner Withers: I would like to either defer this item or see some language in there to where the sewer hook-up is based on, whatever their current enrollment is 434 I think and 43 staff, or whatever, and if they want to continue to utilize, I don't know if we can do it, but utilize the sewer system if they have to come back to this Commission at some point in time, if they want to increase the enrollment. We were able to tie enrollment numbers capped with our sewer use before. So I don't know how the rest of the Commission feels, but....

City Attorney Hernandez: A lot of that was part of a consent decree – it initiated in the '90's because of a consent decree that we had and then the issue was, you know, all this was being used, all the excess flow was being used for the schools and our homeowners need to be able to hook-up, and so that was a big concern of the City Commission, to comply with Federal consent decrees at the time. I can't tell you the number.

Commissioner Withers: Well there are two issues: one is just an unbridled growth of the school and I know we don't have a lot of control over that because the concurrency issue, we do have control over it through a sewer line I would assume, but secondly like the City Attorney said, I'd hate to suck up a lot of our capacity for the school if they did grow, and it takes it away from the residents. I don't know what we can do, but I just wanted to bring that.

Vice Mayor Kerdyk: Maybe we should defer it until you get a better understanding of what is going on there.

Mr. Kay: The current item is a response to an order from Miami-Dade County DERM for them to connect to the sewer system...

Commissioner Withers: Right.

Mr. Kay:....they are obligated to do that, they have to do that, but as far as the other numbers, how much they can...we have to get back to you on that.

Mayor Slesnick: Chip.

Commissioner Withers: Yes.

Mayor Slesnick: Chip, there is one issue that is on my mind, and I appreciate the fact that we have always expressed concern over school enrollments in our neighborhoods and so forth, and the size of schools, but I know that West Lab for some time has been working on the concept of going to 8th grade, and that provides – if that happens that provides, I'm not by the way, in that age group, my children are grown, but that does provide an incredible opportunity for many citizens to keep their children at the school through 8th grade, it actually offers another middle school choice by staying in an elementary school... Now, I don't know where that is, but I would hate to cut that off just because of the sewer connection.

Commissioner Withers: Don, listen all of my kids, four of my kids went to West Lab, I think it's an absolutely phenomenal school. I think what Pat Frost did to build that school was absolutely fantastic, I think Ms. Stevens carried along the tradition. I fully embrace West Lab's success and I fully embrace the 8th grade addition. My problem isn't with West Lab; my problem is with the Dade County School Board and the control...

Mayor Slesnick: I just meant if you add two more grades, you'd have to add a few more students that's all.

Commissioner Withers: So I don't have a problem with it, all I want to say is we might want to maintain some kind of control over the number of desks, over the capacity there, and if we have an opportunity to do it through a sewer hook-up. I just want this Commission to have the opportunity to stay involved in the campus master planning of West Lab, that's my only...

City Attorney Hernandez: So you want to be sure that we add language in there that the School Board and West Lab shall comply with the terms of the conditions of ordinance or resolution....

Commissioner Withers: I don't know how we do it, and I'd like to hear how the rest of the Commission...

City Attorney Hernandez: We can either defer it or we can add that it, it's up to you.

Commissioner Withers: Whatever – Liz, I'm bringing this up for the rest of the Commission to see how they feel about it, and again it's not trying to...Don, it's not trying to slow down the growth of West Lab the addition of the 8th grade, it's just making sure that we as a city have control over the campus master plan; and you know UM is a player in that also.

Commissioner Anderson: Sure – because of the intervening property.

Commissioner Withers: There was a talk about moving West Lab into the golf range in UM, and there was discussion about making a cul-de-sac and closing the road off, I don't know where all those plans are. I just want to stay....I just want the city to stay in the middle of that discussion, if this is the way that we can secure it, then so be it.

Commissioner Cabrera: I was actually going to pull the item, not for the reasons you pointed out, which are think are exceedingly valid, I was simply going to pull the item because I found the resolution sitting on my desk here as a revised part of the agenda, typically I study the agenda prior to the Commission meeting, so I don't know when you all got it, but I got it this morning. I don't know what the changes are and...

Commissioner Withers: I think the changes are more technical as far as the size of the main, the location of the main.

Commissioner Cabrera: I didn't want to read it during the ceremonial aspects of the Commission meeting; I wanted to do in the privacy of my office or home, wherever I study the agenda. So I found it to be kind of out of the norm to get it this late. So I was going to ask that we defer it for that reason, but I think more importantly I would support deferring it for the reasons you've cited.

Mayor Slesnick: Well, we have this suggestion but is there anything the department wants to add before we consider deferring it for a two week period.

Mr. Kay: I just think we want to probably know how this is going to be handled, either as the City Attorney suggested we defer it or make corrections to the...

City Attorney Hernandez: We can – unless there is an emergency that DERM has imposed, is there a penalty that's going to occur, we can defer it to the next meeting and we can pull the – I don't have the school ordinances on those limitations and I can't just automatically come up with those conditions.

Mayor Slesnick: Do we have anyone from the school system would like to speak on this, from the Dade County Public Schools, I think we do.

Dr. Carnegie: Yes, good morning, my name is Dr. Carnegie and I head up the Regulatory Compliance Department for the School District, and I have with my our School Board attorney representative here with me as well, and thank you for the opportunity to speak to this item. This is a DERM consent decree item, it's been going on for several years; there are penalties associated with not connecting, as a matter of fact the sewer is connected, we've done the construction work, and all we are doing is trying to button up the details right now.

Commissioner Cabrera: So this is an item that's already been done...

Dr. Carnegie: Yes...

Commissioner Cabrera:...so this is simply a formality.

Dr. Carnegie: It's a formality as far as I'm concerned; the construction is completed.