



CONSULTING ENGINEERING & SCIENCE, INC.

Civil Engineers

Coastal Engineers

Environmental Scientists

June 8, 2015

Mr. Jorge E. Acevedo, P.E., Utility Director
City of Coral Gables Public Works Department
2800 S.W. 72nd Avenue
Miami, Florida 33155

Re: Letter Agreement as per City Ordinance No. 2007-29
Biltmore Manor
1228 Anastasia Avenue
Coral Gables, Florida

Dear Mr. Acevedo:

Please accept this letter to initiate the appropriate process necessary for the City to approve the sewer connection for the above referenced property (Biltmore Manor), by means of a private sewage pump station and a new 6-inch sewer force main to an existing City-owned 6-inch sewer force main in Malaga Avenue. This property is outside a sanitary sewer district, but within City limits. It is our understanding that Commission approval must be granted, so request to include this item in the appropriate meeting is made.

This project site currently contains an 11-unit apartment complex that utilizes an on-site septic tank and drainfield system for sewage treatment and disposal. It is proposed to demolish that existing building and construct a new 11-unit apartment/condominium building.

The projected average flow is 1,650 gallons per day, or 7,260 gallons per day peak (using a 4.4 factor according to Ten States Standards). On-site sewage will flow to a new on-site private pump station which will discharge to a new 6-inch sewage force main extended to an existing 6-inch sewage force main located in Malaga Avenue, about 300 feet away.

A Legal Description of the property is attached.

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Applicant is: Biltmore Manor, LLC
c/o GOG Manager, LLC
782 N.W. 42 nd Avenue, Suite 550
Miami, Florida 33126

Please allow this letter to serve as an expressed agreement and consent by the applicant, to the following terms enumerated in the above mentioned resolutions:

1. To pay a connecting fee of \$2,100 per 1000 gallons per day of peak demand paid concurrently upon signing this agreement; amounting to \$15,246.00. The connection charge shall be adjusted to reflect actual usage if greater, but in no case less than the amount originally charged. An alternate 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 the 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 the conditions set forth under Chapters 26 and 228 of the City Code, Resolution No. 22601, and any other pertinent ordinances or resolutions, copies of which the applicant/customer has reviewed and fully acknowledge by agreeing hereto, except that rates applied to connecting outside the City shall be 75% greater than 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 charge remains 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 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 rights of collection and sale as would apply for Coral Gables taxes.

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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 the property making outside connection, or other acceptable property ownership document.

6. To install and maintain facilities for such pre-treatment of waters as may from 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. Screens at the discretion of the City in cases of laundries and similar sources of rags, string and lint.
- d. Prechlorination in the 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.

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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 the infiltration is within the allowable limits.

10. To have proposed installation shown on said approved plans and specifications constructed and installed by a fully licensed and qualified contractor, who shall 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 permits if compliance with portions of Step II implementation by the applicant become overdue.

11. To keep the 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 the defects adversely affecting the cost and operation of the City's sanitary sewer system. Failure of the applicant/customer to remedy defects shall be the cause for termination of the 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 systems except those listed in the agreement. Any additional connection, if permitted, shall be subject to approval by the City as state herein, and the original connection charge shall be increased to reflect the additional sewage added. Additional connectors also shall furnish the City with prior written approval by the original owner of the line and prior connectors to said line.

14. To limit peak sewage flow from the outside sewer connection insofar as the property, zoning, size and/or density of the facility herein approved for connection and any proposed change thereto which would generate significant increase in the peak sewage discharge into the Coral Gables Sanitary Sewer System shall require prior approval by Coral Gables for such increase 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 1/4% per part per million of monthly average of BOD in excess of 250 ppm, as follows and as interpolations 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 efficient as possible.

17. To connect to the City sewer systems 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 failure in the customer's facilities. A certificate of insurance shall be required at the execution of the agreement in a form acceptable to the City of Coral Gables.

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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 expense of recording the agreement encompassing the above terms in the Public Records of 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 the terms and conditions of said agreement.

We believe that we have covered all the required conditions in this letter. Should you have any questions, please do not hesitate to contact us.

Very Truly Yours,

CONSULTING ENGINEERING & SCIENCE, INC.



Richard B. Bochnovich, P.E.
Senior Vice President

(15019)

Biltmore Manor
1228 Anastasia Avenue
Legal Description

Lots 20 and 21, Block 7, CORAL GABLES COUNTRY CLUB SECTION PART ONE, according to the Plat thereof, as recorded in Plat Book 8 at Page 108 of the Public Records of Miami-Dade County, Florida.

Folio No: 03-4118-003-1010