

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2015-03

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SEWER CONNECTION FOR PROPERTY LOCATED OUTSIDE THE CITY'S SEWER DISTRICT AT 1231 DICKINSON DRIVE, CORAL GABLES, FLORIDA TO THE CITY OF CORAL GABLES WASTEWATER COLLECTION / TRANSMISSION SYSTEM, 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 2009-39 AND RESOLUTION NO. 2008-07; AND PROVIDED THAT THE EXECUTED AGREEMENT BE MADE PART OF THIS RESOLUTION.

WHEREAS, Keith and Schnars, P.A on behalf of the property Owner, University of Miami Real State Office is requesting authorization for an outside sewer connection to the City Sanitary sewer district to serve two new buildings with a total combined area of approximately 207,900 sq. ft. consisting of a medical office, multi-disciplinary clinics with surgery and imaging, physical therapy and chemotherapy units; and

WHEREAS, the building is located southwest of Ponce De Leon Boulevard and Dickinson Drive, Coral Gables, Florida; and

WHEREAS, the property is located within University of Miami private sewer service area new private pump station will be installed to serve the project; and

WHEREAS, as per Miami-Dade Department of Regulatory and Economic Resources, the new Pump Station shall have sufficient capacity for the proposed project and all downstream pump stations including the treatment plant have capacity at this time; and

WHEREAS, flows from the project will connect through the existing private 8-inch force main into the City's 18 inch force main located along Ponce de Leon that flows in the City's manifold force main system.; and

WHEREAS, the request consists of a sewer extension of 30 lf of 8-inch gravity line to connect into proposed private pump station discharging through proposed 486 lf of 6-inch DIP force main;

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

SECTION 1. 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 adoption hereof.

SECTION 2. That authorization is hereby given for an outside sewer connection outside the City Sanitary sewer district to serve 207,900 sq. ft. consisting of a medical office, multi-disciplinary clinics with surgery and imaging, physical therapy and chemotherapy units subject to the requirements of the Public Works Department, as set forth in Chapter 62 and 78 of the City Code, Ordinance No. 2007-29, and No. 2009-39 and Resolution No. 2008-07.

SECTION 3. That upon approval of Keith and Schnars’ Letter of Agreement, the property Owner will execute an agreement, agreeing to comply with the terms outlined in Ordinance No. 2007-29, and No. 2009-39 and Resolution No. 2008-07.

SECTION 4. That the property Owner pays a connection fee estimated to be **\$349,272** to the City of Coral Gables concurrently upon signing the agreement based on the estimated daily peak flow.

SECTION 5. That the property Owner shall provide a Maintenance or other Surety Bond in the amount of five percent (5%) of the construction cost to assure timely repairs of the Owner’s facilities should a failure occurs.

SECTION 6. That said Surety runs in perpetuity or until connection is no longer required.

SECTION 7. That the property Owner shall provide Liability Insurance in the amounts required by Resolution No. 2008-07, naming the City as additional insured, and covering any damages to public and private property due to failure in the customer’s facilities and a Certificate of Insurance shall be required at the execution of the agreement in a form of acceptable to the City of Coral Gables.

SECTION 8. That the property Owner shall provide the City with final plans and certifications for approval by the Public Works Department and Miami-Dade RER.

SECTION 9. That the property Owner shall secure all required permits to perform this project.

SECTION 10. That the executed Agreement shall be made part of this Resolution and be kept in the file in the office of City Clerk.

SECTION 11. This Resolution shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED THIS THIRTEENTH DAY OF JANUARY, A.D., 2015.

(Moved: Quesada / Seconded: Lago)

(Yeas: Quesada, Kerdyk, Lago, Cason)

(Majority: (4-0) Vote)

(Absent: Keon)

(Agenda Item: C-3)

APPROVED:



JIM CASON
MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



CRAIG E. LEEN
CITY ATTORNEY



KEITH and SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS

December 22, 2014

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

**Re: University of Miami, UHealth Gables Medical Facility
1300 Dickinson Drive, 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 (University of Miami UHealth Gables Medical Facility), by means of a new private lift station and connection to existing stub-out. 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.

UM has provided a Letter of Agreement. The projected average flow is 41,580 gallons per day. Applying a peak factor of 4.0, the peak demand equates to 166,320 GPD. The private lift station discharges to an existing stub-out located on the north side of Ponce de Leon Boulevard, feeding into the City's 24" force main located on the south side of the right-of-way.

Please allow this letter to serve as a consent by the applicant, to the following terms:

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 \$349,272.00. 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. This 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.

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. Pre-chlorination 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 cutoff 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 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 in so far 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 ¼% 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
10000	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.

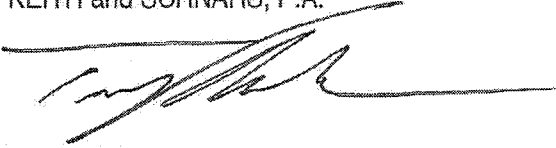
19. To provide a maintenance bond or other surety in the amount of five (5) percent of the construction cost to assure timely repair of the customer's facilities should a failure occur, said surety to run in perpetuity or until the connection is no longer required.

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.



Should you have any questions, please do not hesitate to contact us.

Very Truly Yours,
KEITH and SCHNARS, P.A.



Tim J. Hall, P.E.
Vice President, Civil Engineering

cc: Ivette Carcas – University of Miami*
*via email

Z:\Projects\17957.00 UM AMCI\Permits\CORAL GABLES\PUBLIC WORKS\ltr JAcevedo_PW_12-22-2014.docx



KEITH and SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS

City of Coral Gables Public Works
University of Miami, UHealth Gables Medical Facility
December 22, 2014 – Page 5