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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: July 17, 2008

Agenda Item No. 5(Q)

To: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-825-08

Subject: Resolution approving an agreement between Miami-Dade County and the City of Miami Springs for the transfer of the City's water and sewer systems to the County

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RECOMMENDATION

It is recommended that the Board of County Commissioners adopt the attached resolution authorizing the execution of an agreement between Miami-Dade County and the City of Miami Springs for the transfer of the City's water and sewer systems to the County, as authorized by Section 5.08(B) of the Charter of Miami-Dade County and Section 2-341 of the Code of Miami-Dade County. It is further recommended that the Board determine that the acquisition of the City's water and sewer systems is in the public interest, pursuant to section 125.3401, Florida Statutes. While the transfer requires the County to upgrade the City's water and sewer system, the net effect will positively impact the Miami-Dade Water and Sewer Department (WASD) system and City service area customers who use less than 90,000 gallons per quarter.

SCOPE OF AGENDA ITEM

The City's water and sewer systems are located in Commission District 6.

FISCAL IMPACT/FUNDING SOURCE

The execution of this agreement will provide additional yearly water and sewer revenues to the County in the approximate amount of $892,395. Improvements to the City's system will cost $13,249,000, as detailed in the background section below. The cost of these improvements will not impact existing WASD customers. The WASD rates (including a surcharge for the improvements) for new customers in the Miami Springs service transfer area who use less than 90,000 gallons per quarter will still be lower than the City's current rates.

TRACK RECORD/MONITOR

WASD's Assistant Director of Quality Assurance and Performance Auditing will monitor the agreement.

BACKGROUND

The City owns and operates its own water and sewer distribution and collection systems. On August 27, 2007, the City adopted Resolution No. 2007-3366, which approves the transfer of the City's water and sewer systems to the County subject to the execution of a mutually acceptable agreement. In order to establish the condition and value of the City's water and sewer systems, as well as the financial impact on the County's water and sewer customers, WASD staff, along with its Bond Engineer, Malcolm Pirnie, performed a system valuation of the City's water and sewer systems. In February 2007, Malcolm Pirnie submitted the "Miami Springs Valuation Analysis." The analysis identified necessary improvements to bring the condition of the City's water and sewer systems up to the County's existing level. It also included a comparative analysis based on one year of consumption between the County's and the City's 2007 billing rates. Malcolm Pirnie concluded that approximately $892,935 of additional revenue would be generated to the County once it assumes ownership of the City's systems by charging the established retail rates.

On June 4, 2008, the City approved the agreement for the transfer via Resolution No. 2008-3397. The attached agreement, prepared by the County and the City, provides for the County, through WASD, to own, operate and maintain the City's water and sewer systems after the closing date of the transfer on September 3, 2008. The proposed water and sewer service area to be transferred to the County covers approximately 3½ square miles and is generally bounded to the south by NW 36 Street, to the west by NW 67 Avenue, and to the Northeast by the Miami Canal, as shown in Exhibit A. The transfer includes transmission mains, pumping stations, distribution mains, fire hydrants, valves, meter boxes, service connections, and all other physical facilities related to the City's water and sewer systems. Upon the transfer, the County shall not assume any payment obligation or liability for any City's account payables, debt, bond indebtedness, contracts for service or supply of products, contingent liabilities, or for any other financial obligations of the City.

Based on Malcolm Pirnie's recommendations, the County will make improvements to the City's water and sewer systems to bring the systems up to County's existing level. The total projected cost is $4,830,000 for water improvements and $8,419,000 for sewer improvements, totaling $13,249,000 (Exhibit F). The City will provide $1,550,000 towards the cost of these improvements from the City's allocation of the County's General Obligation Bond Funds, and $890,000 will be provided from the County's Fire Hydrant Fund. The customers from the transfer area will be charged the County's fire hydrant fee to replenish the County's Fire Hydrant Fund. The net amount of these improvements is $10,809,000 which consists of $3,940,000 for one-time capital improvements to the water system, and $6,869,000 for the sewer system, along with $8,000,000 to be advanced to the City by the County to pay off the remaining bonds which the City's water and sewer system revenues are currently pledged to, will be offset by a surcharge to be paid by the water and sewer customers of the designated transfer area. A surcharge in the amount of $1,451,008 will be charged for a 20-year period. The surcharge amount has been calculated by the County's Financial Advisors (the Public Resources Advisory Group) and it reflects the annual debt service cost (in today's market) of funding the improvements identified by Malcolm Pirnie, redeeming the balance of the City's Utilities Systems Revenue Refunding and Improvement Bonds, Series 1998 (Bonds) and paying for the cost of issuance. The transfer of the City's water and sewer systems is conditioned upon the City paying off the Bonds prior to the closing date of the transfer.

The agreement also provides for the transfer of six city employees currently performing operations and maintenance of the City's utility systems. The policies and procedures for the transfer of the employees are detailed in Exhibit "J" of the attached agreement. In summary, the pension and civil service rights of the City employees are protected pursuant to the requirements of the County Charter. The transfer of each City employee is contingent upon satisfactory results of a physical examination, including a drug and alcohol screening and a criminal background check. The aforementioned procedures were negotiated and agreed upon by the City and County.

With the exception of the customers in the Miami Springs service transfer area that use more than 90,000 gallons per quarter, the new customer rates including the surcharge will be lower than the City's current rates. The transfer of the City's systems to the County will not impact the County's ability to provide water and sewer service to its existing customers, nor will it have a negative financial impact on existing WASD customers.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: July 17, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 5(Q)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(Q)
7-17-08

RESOLUTION NO. **R-825-08**

RESOLUTION APPROVING AGREEMENT FOR TRANSFER OF CITY OF MIAMI SPRINGS WATER AND SEWER SYSTEMS TO MIAMI-DADE COUNTY AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE AGREEMENT AND TO ACCEPT PROPERTY INSTRUMENTS AND TAKE APPROPRIATE ACTIONS TO IMPLEMENT THE AGREEMENT FOLLOWING CITY'S SATISFACTION OF CONDITIONS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that pursuant to section 125.3401, Florida Statutes, this Board determines that acquisition of the City of Miami Springs water and sewer systems is in the public interest; and hereby approves the Agreement for Transfer of City of Miami Springs Water and Sewer Systems to Miami-Dade County and authorizes the County Mayor or his designee to execute the Agreement and to accept property instruments and take appropriate actions to implement the Agreement following the City's satisfaction of conditions in Agreement and approval by the County Attorney's Office.

Y

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **aye**

Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**absent**	Sally A. Heyman	**aye**
Joe A. Martinez	**aye**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of July, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

AGREEMENT FOR TRANSFER OF CITY OF MIAMI SPRINGS WATER AND SEWER SYSTEMS TO MIAMI-DADE COUNTY

THIS AGREEMENT, made and entered into this _____ day of _____, 2008 by and between the CITY OF MIAMI SPRINGS, a municipal corporation organized and existing under the laws of the State of Florida, (the "CITY") and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, by and through its Water and Sewer Department (the "COUNTY");

W I T N E S S E T H:

WHEREAS, the CITY owns and operates water distribution and sewer collection systems ("City Systems") in the City of Miami Springs and sewer collection systems in a portion of the Village of Virginia Gardens, within Miami-Dade County, Florida, more particularly described in Section 2 of this Agreement and on the service area maps attached hereto as composite Exhibit "A"; and

WHEREAS, in furtherance of the purposes of Section 5.08 (B) of the Charter of Miami-Dade County and pursuant to the authority of Section 2-341 of the Code of Miami-Dade County, the Miami-Dade Water and Sewer Department, (the "DEPARTMENT"), operates and maintains a county-wide water and sewer system with the power to acquire, construct and operate water and sewer systems within the incorporated and unincorporated areas of Miami-Dade County; and

WHEREAS, the City Council of the City of Miami Springs has approved the transfer of the City Systems to the COUNTY in accordance with Section 180.301, Florida Statutes and pursuant to the provisions of City Resolution No. 2007-3366 adopted on August 27, 2007, attached hereto as Exhibit "B"; and

WHEREAS, the transfer of the City Systems to the COUNTY from the CITY on a mutually agreed upon date pursuant to Section 17 of this Agreement (the "Closing Date") is contingent upon the satisfaction of certain conditions set forth in Section 18 of this Agreement;

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants hereinafter contained, the sufficiency of which is hereby mutually acknowledged, agree as follows:

1. **TRANSFER OF CITY SYSTEMS**: The CITY agrees to transfer to the COUNTY, and the COUNTY agrees to accept from the CITY, the City Systems on the Closing Date provided all of the conditions set forth in Section 18 of this Agreement have been met. In consideration of the transfer of the City Systems as contemplated, the COUNTY covenants with the CITY to assume and faithfully perform and discharge all the CITY covenants and obligations assumed herein with respect to the providing of water and sewer services to all CITY customers.

2. **TRANSFER of TANGIBLE PROPERTY TO COUNTY**: In furtherance of the aforesaid transfer of the City Systems to the COUNTY, it is hereby acknowledged that the CITY will, on the Closing Date, by Bill of Sale, a copy of which is attached hereto as Exhibit "C", transfer the following tangible personal property to the COUNTY:

A. All water and sewer facilities of the CITY, of every nature, kind and description whatsoever, including, but not limited to, transmission mains, pumping stations, distribution mains, fire hydrants, valves, meters, meter boxes, service connections and all other physical facilities and property installations used in connection with the CITY's water and sewer transmission and distribution systems.

B. All customer records, accounts, customer lists, prints, plans, meter books, engineering reports, surveys, maps, as-built plans, and other documentation

used or useful in the continuing operation and maintenance of the water and sewer systems in existence at closing.

C. The vehicles, utility machinery, and generators listed on the City of Miami Springs Utility Equipment Inventory attached to the Bill of Sale, Exhibit "C" hereof (titles to the aforesaid items will be provided to the COUNTY for all such items subject to title transfer).

D. Any and all utility system spare parts that may remain in the CITY inventory at the time of transfer. (A listing of the parts inventory, existing at the time of Agreement execution, is attached to the Bill of Sale, Exhibit "C", hereof).

All of the aforesaid transferred tangible personal property shall be free and clear of all liens, encumbrances, bonds and indebtedness whatsoever, except for any "permitted exceptions" as may be hereinafter set forth herein.

3. **ASSIGNMENT OF CITY RIGHTS AND INTERESTS**: In addition to the aforesaid transfer of tangible personal property comprising the City Systems, the CITY will, by Assignment of Rights and Interests, a copy of which is attached hereto as Exhibit "D", and appropriate legal instruments, grant, assign, or convey the following CITY rights and interests to the COUNTY on the Closing Date:

A. All rights, title and interest of the CITY which it may possess in and to its privileges, licenses, authority and consent of every kind and description relating to the operation and maintenance of the City Systems located within the city limits of the City of Miami Springs and in portions of the CITY's sewer service area located within the Village of Virginia Gardens, all situated in Sections/Townships/Ranges: (13-53-40), (24-53-40), (25-53-40), (18-53-41), (19-53-41), (20-53-41), and (29-53-41) of Miami-Dade County, Florida.

B. All dedicated rights-of-way whether by recorded or unrecorded plats or deed lying within the city limits of the City of Miami Springs, all situated in Sections/Townships/Ranges: (13-53-40), (24-53-40), (25-53-40), (18-53-41), (19-53-41), (20-53-41), and (29-53-41) of Miami-Dade County, Florida; on a non-exclusive basis.

C. All such rights acquired by way of prescription, necessity, or otherwise, where the CITY's water and sewer facilities are located; on a non-exclusive basis.

D. All easement rights set forth and described in the following recorded easement documents: Book 6383, Pages 290-292; Book 6556, Pages 694-695; Book 6832, Page 19; Book 6843, Page 269; Book 6967, Page 289, Book 8130, Pages 701-704; Book 8560, Pages 328-331; and Book 19922, Pages 175-178 within the City of Miami Springs; on a non-exclusive basis.

E. All franchises of every character whatsoever, to include but not be limited to the CITY's franchised water and sewer systems service areas, and all certificates (capable of transfer), immunities, privileges, permits, licenses, leaseholds, and all rights to construct, maintain and operate systems for the procuring, distribution and transmission of water and sewer of every nature whatever in connection therewith; and all renewals, extensions, additions or modifications of any of the foregoing capable of assignment and transfer by the CITY relating to the water and sewer systems; on a non-exclusive basis.

F. All rights, title and interest of the CITY in and to any contracts or agreements with individual water and sewer customers and users of the services of the CITY.

All of the aforesaid transferred rights and interests shall be free and clear of all liens, encumbrances, bonds and indebtedness whatsoever, except for any "permitted exceptions" as may be hereinafter set forth herein.

The CITY further agrees to assign, on a non-exclusive basis, any additional right or interest, within its ownership or control, including easements and other property interests that may be discovered in the future to be reasonably required by the COUNTY for the operation of the City Systems being transferred herein. This provision shall survive the Closing Date.

4. **FINANCIAL OBLIGATIONS UPON TRANSFER**: Upon the transfer of the City Systems to the COUNTY, the COUNTY shall not assume any payment obligation or liability for any CITY account payable, debt, bond indebtedness, contract for service or supply of products, contingent liability, or for any other financial obligation of the CITY. In addition, the CITY shall continue to retain all payroll responsibilities until

closing, and shall remain liable on any interest obligation or other accrued expenses that may exist.

Meters of all water and sewer customers shall be read simultaneously by personnel of the COUNTY and the CITY as soon as is practicable after the date of closing. The COUNTY shall use this agreed upon reading as a start of service reading and billings thereafter will be performed quarterly as the COUNTY's customers are included in the existing meter reading route schedules. The CITY shall be responsible for billing service to the final read amount, refunding deposits as necessary and continuing to bill for its stormwater utility fees. The COUNTY does not assume any responsibility for existing receivables and retail customer deposits, the COUNTY will establish deposit needs in accordance with the COUNTY's Rules and Regulations on a prospective basis.

Finally, any customer advances held by the CITY for prospective construction which have not been exhausted, shall be accounted for and transferred to the COUNTY for the purposes for which the advances were intended. In addition, all sums deposited with the CITY by third parties for extensions of the City Systems shall likewise be accounted for and transferred to the COUNTY for completion of the work contemplated.

5. **DEFEASMENT OF EXISTING CITY BONDED INDEBTEDNESS**: It is mutually acknowledged and agreed that the transfer of the City Systems to the COUNTY is conditioned upon the legal defeasance of the CITY's Utilities Systems Revenue Refunding and Improvement Bonds, Series 1998 (the "Bonds") on or prior to the Closing Date. The CITY shall receive from the COUNTY certain funds necessary for the defeasance of the Bonds. In advance of the Closing Date, the COUNTY shall

make available to the CITY, $8,000,000, as verified by the Registrar and Paying Agent to be necessary along with a transfer of $644,312.50 from the CITY to retire the Bonds, in exchange for the CITY's execution and delivery of a Promissory Note in the form attached as Exhibit "E". At the required time, the COUNTY shall transfer the funds directly to the Bond Registrar and Paying Agent to be used to retire the Bonds.

In connection with the defeasance, the CITY shall provide to the COUNTY, a confirmation from the Bond Registrar and Paying Agent that all Bonds were paid off on September 2, 2008.

In order for the proper defeasement of the CITY's bonded indebtedness, the CITY is required by its bond documentation to provide advance notice of the call/redemption date to the Bond Registrar and Paying Agent no later than July 21, 2008, in order to provide bondholder notification and adequate processing time for the transaction.

At the time of the execution of this Agreement, the following schedule is contemplated for the defeasement process:

A. July 21, 2008: Advance notice of redemption provided to Bond Registrar and Paying Agent. Notice of redemption sent to securities depositaries, nationally recognized municipal bond information services, and Municipal Bonds Insurance Agency (MBIA) by July 25, 2008. Notice of redemption sent to Bondholders by July 31, 2008.

B. August 26, 2008: Wire transfer by the CITY of currently due on September 1, 2008 Bond Principal and Interest in the amount of $632,212.50 plus $12,100 for total transfer of $644,312.50; Wire transfer by COUNTY of Bond Defeasement Advance Funding in the amount of $8,000,000. These amounts total $8,644,312.50 which is the amount required to be on deposit in the sinking fund for redemption of all outstanding Series 1998 Bonds on September 1, 2008, which is their first redemption date. Both wire transfers need to be sent no later than 10:00 AM in order to insure receipt in New York City no later than 2:00 PM; the CITY provides executed Promissory Note to the COUNTY in exchange for

confirmation of wire transfer of defeasement amount to the Bond Registrar and Paying Agent.

C. August 27, 2008: One business day of cushion for receipt of payment of defeasement funding for bond redemption by Bond Registrar and Paying Agent, pursuant to paragraph B above.

D. September 2, 2008: Receipt by parties of verification/confirmation of CITY Bond defeasement by Bond Registrar and Paying Agent.

E. September 3, 2008: Closing of the transaction and exchange of all required closing documentation between the parties. Cancellation and return of CITY's Promissory Note.

In light of the foregoing, it is acknowledged that the parties must secure proper authorization from their respective governmental entities for the execution of this Agreement by no later than July 17, 2008 in order to provide sufficient time for the preparation and transmission of the required bond redemption notification on July 21, 2008. The failure or inability of the parties to comply with the foregoing deadline dates and scheduling would cause the cancellation of the transfer transaction as currently contemplated.

6. **CAPITAL IMPROVEMENTS TO CITY SYSTEMS: FUNDING FOR IMPROVEMENTS; REPAYMENT FOR DEFEASEMENT AND IMPROVEMENT FUNDING:** The parties acknowledge that the COUNTY would not accept the transfer of the City Systems unless certain "one-time" capital improvements were agreed to be made and paid by CITY customers in order to bring the various components of the existing City Systems up to the minimum standards of the COUNTY's Water and Sewer Department. Exhibit "F", attached hereto, contains a list of various water and sewer improvements recommended in the Miami Springs Utility Valuation Analysis prepared by Malcolm Pirnie, Inc dated February 2007 which estimated the cost to be

$13,249,000. The COUNTY intends to begin the one-time capital improvements to the City Systems as soon as practical after the Closing Date.

Based upon the foregoing analysis, it is projected that the required capital improvements to the existing CITY water distribution and sewer systems will require net funding from the COUNTY in the amount of $10,809,000. This amount reflects the one-time capital improvements for the water distribution system (net amount of $3,940,000) and the initial improvements for the sewer system (net amount of $6,869,000). The projected amounts are inclusive of the replenishment of $890,000 from the COUNTY's fire hydrant fees and the COUNTY receiving the CITY's current allotment from the Building Better Communities General Obligation Bond ("GOB") of $1,550,000. The CITY, therefore, agrees to assign, transfer, or otherwise authorize payment of the CITY's GOB funding to the COUNTY to be used to construct main, pipeline and other enhancements to the water delivery and sewer collection systems to increase efficiency, capacity, quality of service, and protect public health.

The CITY will, however, retain the balances currently contained within the CITY's Water and Sewer Budgetary Funds from which it will refund customer deposits (approximately $470,000), repay the debt owed to the Florida Department of Transportation for System Relocation Costs advanced on behalf of the CITY (approximately $429,000), pay the current principal and interest due on the CITY's Water and Sewer Bonds ($644,312.50), and reimburse itself for the Fiscal Year 2007-2008 Administrative Costs of operating the City Systems (approximately $440,000).

In consideration of the $8,000,000 advanced by the COUNTY to legally defease the Bonds and for repayment of the $10,809,000 advanced for system improvements

recommended in the Miami Springs Utility Valuation Analysis by Malcolm Pirnie, Inc., the CITY acknowledges that the water and sewer customers in the CITY will be billed after the Closing Date at the COUNTY's then current Fiscal Year rates for the one-time improvements, plus an additional pro-rated surcharge for the debt repayment and debt service, in their monthly/quarterly COUNTY water and sewer billings.

At the time of the completion of the transfer of the City System to the COUNTY on the Closing Date, it is contemplated that $1.451 Million will be due annually for a period of twenty (20) years. The aforesaid billing "*surcharge*" is based upon an allocation of the annual repayment amount of $1.451 Million as a percentage of the revenues anticipated to be billed to customers within the CITY each year. This "*surcharge*" will be calculated annually as part of the normal budget process and will be based upon the revenues received by the COUNTY from each prior year adjusted for any budgeted rate increases. A detailed explanation of the aforesaid annual repayment amount due from customers within the CITY and a further explanation of the "*surcharge*" calculation process is attached hereto as Exhibit "G".

Finally, the $13,249,000 of capital improvement funding from the COUNTY will include certain fire flow improvements in the amount of $890,000 within the CITY. Instead of inclusion within the aforesaid water and sewer customer monthly "*surcharge*" amount, funds paid for the fire flow improvements will be replenished by the COUNTY's monthly fire hydrant fees as part of the COUNTY's normal customer quarterly billings which include fire flow protection charges for all customers living within 660 feet of a fire hydrant.

7. **PERMITTED EXCEPTIONS TO THE CITY BILL OF SALE AND ASSIGNMENT OF RIGHTS AND INTERESTS**: The following constitutes exceptions to the intent and effectiveness of CITY's Bill of Sale and Assignment of Rights and Interests being provided to the COUNTY in this transaction.

A. **BILL OF SALE**:

1. All items are being transferred in an "AS IS" condition and without any representation or warranty.

2. The documentation being transferred is believed to be accurate, however, no representation or warranty is provided in regard hereto.

3. Due to continued operation and use, the tangible personal property identified (Exhibit "C") in the Utility Equipment Inventory and the Utility Spare Parts Valuation Analysis, may not be in working condition or otherwise in existence at closing.

B. **ASSIGNMENT OF CITY RIGHTS AND INTEREST**:

1. The CITY acknowledges its records are incomplete and makes no representation or warranty as to the items listed herein as they were provided or granted to the CITY by other parties at various times. However, the CITY is unaware of any claims, disputes, or threats that would undermine the effectiveness of the aforesaid instruments or the rights or interests they confer upon the CITY.

2. All assigned rights and interests are subject to CITY planning, building, and zoning regulations, ordinances and other restrictions, and all other present and future laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the specified rights and interests.

8. **WARRANTIES OF CITY**: The CITY hereby agrees, represents and warrants as follows:

A. There are no actions, suits, or proceedings pending, or to the CITY's knowledge, threatened against or affecting this transaction or any individual component thereof, at law or in equity, before or by any federal, state county, municipal or governmental court, department, commission,

board, bureau, agency or instrumentality which involve the possibility of any judgment, assessment or liability which would affect the ownership, right or interest of the CITY, or would constitute a lien against the CITY or its assets.

B. It will warrant and defend the COUNTY's title to, and possession of, any tangible property transferred from the CITY against all claims and persons and should a suit be filed contesting title to any such tangible property, or if any of the said tangible property should be levied against by virtue of any proceeding based on anything that occurred prior to the time of closing, the CITY shall promptly cause the tangible property to be released and the liens to be discharged without expense to the COUNTY.

C. In the event the CITY is unable, for whatever reason, to obtain any easement required by the COUNTY pursuant to this Agreement, then the CITY further warrants and agrees to pay any and all costs, including reasonable attorney's fees, incurred by the COUNTY in acquiring any easement by whatever means necessary including condemnation proceedings.

D. In the interim between execution of this Agreement and closing hereunder, the CITY will maintain and operate the said systems in a normal, proper and efficient manner to the end that the value of the same shall in no way be diminished other than by normal wear and tear.

E. The CITY shall complete the certification of sewer extension improvements approved under number SE2003-26 and the improvements to City Pump Station No. 12 as required by the Miami-Dade County Department of Environmental Resource Management (DERM). Copies of the certification documents and clearance for use of the station by DERM shall be submitted to the COUNTY by the Closing Date. Failure to comply will result in cancellation of this Agreement.

F. Upon execution of this Agreement, the CITY will not enter into any Developer Agreements which obligate it to extend either its City Systems or to furnish water and sewer service, in addition to the services now being provided, without written approval of the COUNTY.

G. The CITY is a duly organized and existing municipal corporation, incorporated and authorized under the laws of the State of Florida.

H. The execution of this Agreement has been duly authorized pursuant to Resolution No. 2008-3397 approved by the City Council of the City of Miami Springs on June 4, 2008.

I. To use its best efforts to obtain the necessary consents for the assignment or transfer of any contract, lease, license or permit to be assigned or transferred hereunder, and to perform its duties under such contracts, leases, licenses and permits without default until the Closing Date.

J. Until the Closing Date of this Agreement, the CITY shall not, without the written consent of the COUNTY, dispose of or encumber anything being transferred hereunder with the exception of any transactions occurring in the ordinary course of the CITY's business. In addition, the CITY agrees that it shall confer with the COUNTY in all matters of policy or changes thereof, which may be required until subject Closing Date.

9. **COUNTY TO FULFILL OBLIGATIONS TO RETAIL CUSTOMERS – CURRENT AND NEW AGREEMENTS**: The COUNTY agrees to fulfill the CITY's obligations to individual retail customers presently connected to the City Systems insofar as obligations relate to the furnishing of water and sewer service in accordance with the COUNTY's Rules and Regulations following the transfer of the City Systems to the COUNTY on the Closing Date.

The CITY shall proceed with any expansion or improvement of the City System as would be proper and usual in the normal course of business, provided that the terms of all agreements made before the Closing Date, but following the execution hereof, which involve the undertaking of the CITY to extend the City Systems, to install new facilities or to agree to accept new facilities installed by others, or to furnish water and sewer service, must first be approved by the COUNTY. The COUNTY shall assume the responsibilities of those developer agreements which have been approved by the CITY prior to the Closing Date.

In addition to the foregoing, and in the spirit of cooperation and the providing of all current information and documentation available, the CITY has three (3) pending

development projects in the CITY, which are more specifically described on Exhibit "H" attached hereto. It is anticipated that all the projects described herein shall be completed and operational by the Closing Date.

Finally, the CITY will assign any and all of its previous and currently performing water and sewer service customer agreements, for properties and buildings within the CITY's service area including sewer service within Virginia Gardens. As previously agreed, all such Agreements shall be assigned to the COUNTY on the Closing Date.

10. **ASSUMPTION OF MIAMI-DADE DEPARTMENT OF ENVIROMENTAL RESOURCE MANAGEMENT (DERM) CONSENT AGREEMENT BY THE COUNTY**: The COUNTY shall complete all repairs and improvements to the CITY sewer system as mandated by any federal, state or local consent decrees, more specifically, the DERM Consent Agreement, attached hereto as Exhibit "I", or as same may be modified to extend time requirements for associated work by mutual agreement between the DEPARTMENT and DERM upon the transfer of system ownership. The costs for said one-time improvements are described in Section 6 herein.

11. **IMPROVEMENTS OF CITY SYSTEMS**: Except as provided in Section 6 herein, it is the COUNTY's intent to improve the water and sewer systems at the COUNTY's sole discretion, depending on such factors as construction scheduling, material delivery and financing.

The COUNTY shall determine, in its sole discretion, whether there is a need for the installation of additional water and sewer facilities in the CITY. The COUNTY agrees to secure the CITY's written approval for the location of all additional facilities, and such approval shall not be unreasonably withheld.

12. **TRANSFER OF CITY RECORDS PRIOR TO CLOSING:** The CITY agrees to turn over to the COUNTY, prior to the Closing Date, all its records including, but not limited to, accounts, inventories, atlases, maps, easements, as-built record drawings and plats of the City Systems on both paper and digital forms.

13. **OPINION OF CITY ATTORNEY**: The CITY agrees to furnish on the Closing Date, a written opinion from its City Attorney, satisfactory to the COUNTY, that, among other matters, the CITY has complied with all requirements of law and its charter in the finalization, execution and delivery of this Agreement and that this Agreement is a legal, valid and binding obligation of the CITY, enforceable in accordance with its terms.

14. **ACCESS TO CITY RECORDS**: The COUNTY shall be entitled, in the interim between the execution hereof and the closing hereunder, to have access to such records, easements, plats, books and files of the CITY as may be necessary to set up its books and records in order to facilitate the commencement of its operation of the City Systems in an efficient manner, and to enable it to plan and design improvements to or changes in said City Systems.

15. **OTHER DOCUMENTS AND FURTHER ASSURANCES**: The parties agree that at, or any time after, the closing hereunder, each party will, upon request of the other party, execute and deliver such other documents and instruments, and such other further assurances, as may be reasonably required by the other to carry out the spirit and intent of this Agreement.

16. **NOTICES**: All notices required pursuant to this Agreement shall be properly given if mailed by United States mail addressed to the party to which notice is to be given at the following respective addresses:

John W. Renfrow, P. E., Director
Miami-Dade Water and Sewer Department
3071 S. W. 38th Avenue, Room 505
Miami, Florida 33146

James Borgmann, City Manager
City of Miami Springs
201 Westward Drive
Miami Springs, Florida 33166

17. **CLOSING DATE**: The Closing shall take place on September 3, 2008 and at a place mutually agreed to by both parties. The parties shall be responsible to deliver the following documents:

A. "Bill of Sale" from the CITY in the form provided in Exhibit "C" attached hereto.

B. An "Assignment of Rights and Interests" from the CITY in the form provided in Exhibit "D" attached hereto.

C. Legal opinion of the City Attorney from the CITY.

D. The CITY shall provide confirmation from the Bond Registrar and Paying Agent that the Bonds have been defeased.

E. The cancelled Promissory Note from the COUNTY.

F. Certified copies of all the CITY's and the COUNTY's resolutions authorizing this Agreement.

G. Such other documents and certificates that may be necessary to finalize the transfer of the City Systems.

H. The CITY shall deliver to the COUNTY appropriate legal instruments granting, assigning, or conveying the CITY's property interests to the COUNTY in a form approved by the COUNTY and the COUNTY shall accept such conveyances.

18. **CONDITIONS FOR CLOSING**: In order for this transaction to be satisfactorily closed, the following must occur:

A. Each governing body shall have authorized the execution of this Agreement by appropriate official action.

B. The CITY shall provide to the COUNTY verification from the Paying Agent of the amount of funds necessary to retire the Bonds.

C. The Bonds shall be legally defeased pursuant to Section 5 of this Agreement and the CITY shall have executed and delivered the Promissory Note to the COUNTY.

D. The COUNTY shall tender the CITY's Promissory Note marked cancelled in exchange for the confirmation by the Bond Registrar and Paying Agent that the Bonds have been defeased.

E. The CITY shall tender its "Bill of Sale" and "Assignment of Rights and Interests" to the COUNTY.

F. The COUNTY shall accept the "Bill of Sale" and "Assignment of Rights and Interests".

G. Each party shall have performed all of its duties, responsibilities and obligations required to be performed as a condition of the transfer of the City Systems under this Agreement.

H. No issues regarding the transfer of the City Systems remain unresolved.

I. The COUNTY shall declare that it is prepared to provide water and sewer services to all customers located in the City of Miami Springs Water and Sewer Service Areas.

J. The CITY will deliver to the COUNTY, copies of certification documents and DERM clearance for use of Pump Station No. 12 and gravity sewer extension permitted under approval number SE-2003-26.

K. The CITY shall deliver to the COUNTY appropriate legal instruments granting, assigning, or conveying the CITY's property interests to the COUNTY in a form approved by the COUNTY and the COUNTY shall accept such conveyances.

19. **INDEMNIFICATION**: The CITY shall indemnify and save the COUNTY, its officers and agents harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind

or nature, including reasonable counsel fees, by or on behalf of any person, party or government authority whatsoever arising out of; a) any failure by the CITY to pay any obligation not the obligation of the COUNTY under this Agreement, which failure results in lien, encumbrance or claim against the Bill of Sale or Assignment items; (b) the breach of any covenant, agreement, representation or warranty made under the terms and conditions of this Agreement; (c) the failure to perform any of the CITY's obligations under developer agreements, which are not assumed by the COUNTY by virtue of this Agreement; (d) any mechanic's lien, financing statement, security agreement, conditional bill of sale, or chattel mortgage or other title retention device filed against the CITY or any of the properties transferred under this Agreement; (e) any adverse condition of title to the property warranted against in Bill of Sale delivered at closing; (f) the failure to have a valid and proper easement, license or other right permitting any of the utility facilities and equipment to remain in their present location or which could prevent reasonable access to any of the Transferred Assets; (g) any claim against the CITY that affects the Bill of Sale or Assignment items; or (h) any litigation or cause of action arising out of the CITY's actions, performance or ownership of the City Systems prior to the Closing Date, (i) inadequate or incomplete records of CITY's property interests; (j) the removal of pavers or other decorative materials placed over water or sewer facilities; and (k) facts or circumstances occurring prior to the Closing Date within the control of the CITY. The CITY shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. This

Section shall survive the Closing Date and remain in force and effect for twenty (20) years from the Closing Date.

20. **TAXES AND FEES**: The CITY agrees that anything transferred to the COUNTY, pursuant to this Agreement and transaction, shall never be placed on the tax rolls of the CITY and that no tax will ever be imposed or levied on any of the transferred items or any extensions or improvements of said facilities. The CITY further agrees that no tax, license, franchise, permit or other fees or charges of any kind will ever be imposed upon or levied upon the COUNTY so long as it retains title to and control and operation over the water and sewer system in the CITY.

21. **PERSONNEL**: Policy and Procedures for the Transfer of the City of Miami Springs Water and Sewer Utility Employees are attached hereto as Exhibit "J".

22. **GENERAL COVENANTS AND CONDITIONS**: The following general covenants and conditions have equal applicability to the parties hereto:

A. This instrument contains the entire written agreement between the parties; it may not be varied, modified, altered or added to by oral agreement, but only by written instrument signed by all parties hereto.

B. All representations and warranties heretofore made are merged in this instrument, and any representation and warranty not appearing herein shall not constitute a part of this Agreement of the parties hereto.

C. All representations and warranties made by the COUNTY or the CITY herein which, by their terms or by specific statement herein, are intended to survive the closing, shall, upon the delivery of closing documents, survive as intended.

D. Time is of the essence.

E. The parties hereto represent and warrant to each other that there has been no broker in this transaction.

DB

F. This Agreement is entered into with the intent that the laws of the State of Florida shall govern its construction and venue for any litigation shall be in Miami-Dade County.

G. The headings used in this Agreement are for convenience only, and the parties agree that they shall be disregarded in the construction of this Agreement.

H. This Agreement was drafted with the cooperation and assistance of both parties and should not be construed more strongly against either party.

I. There are no intended third-party beneficiaries of this Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the CITY has caused this Agreement to be executed by its Mayor and its official seal to be impressed hereon and attested to by its City Clerk, pursuant to a Resolution duly adopted by the City Council of the City of Miami Springs. Miami-Dade County has caused this Agreement to be executed by its Mayor and its official seal to be impressed hereon and attested to by its County Clerk pursuant to a Resolution duly adopted by the Miami-Dade County Board of County Commissioners, as of the day and year first written above.

MIAMI-DADE COUNTY, FLORIDA

Attest:

By: _____
County Clerk

By: _____
County Mayor

Print Name: _____

Print Name: _____
Carlos Alvarez

CITY OF MIAMI SPRINGS, FLORIDA

Attest:
By: Magali Valls
City Clerk

By: _____
City Mayor

Print Name: MAGALI VALLS
Magali Valls

Print Name: William J. "Billy" Bain
William J. "Billy" Bain

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Assistant County Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
City of Miami Springs Attorney

25

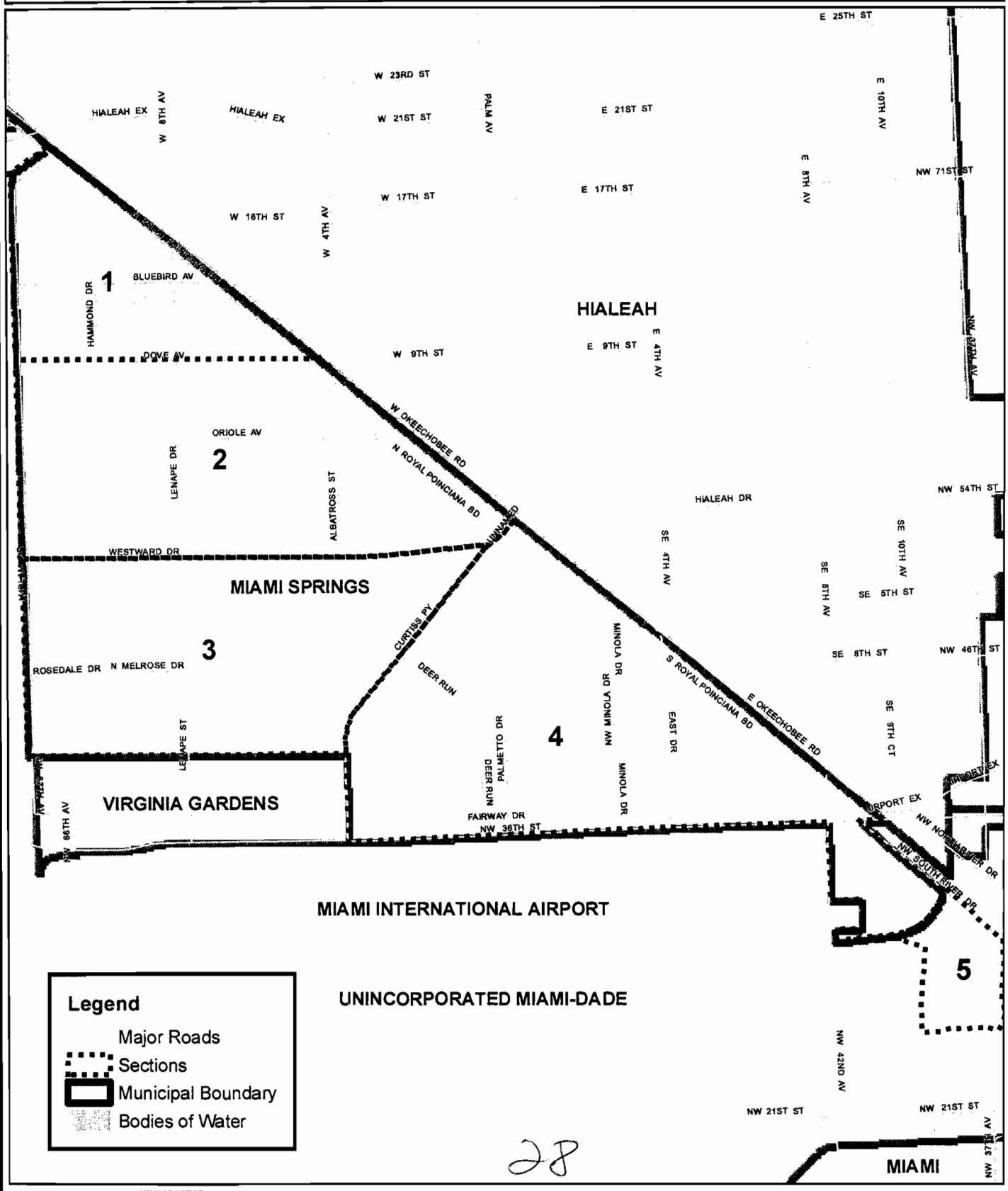
EXHIBITS LIST TO AGREEMENT BETWEEN
CITY OF MIAMI SPRINGS AND MIAMI-DADE COUNTY
FOR TRANSFER OF THE CITY WATER & SEWER SYSTEMS

EXHIBIT "A"	Water and Sewer Service Area Maps.
EXHIBIT "B"	City Resolution No. 2007-3366 and Official Statement of Position.
EXHIBIT "C"	Bill of Sale for all Tangible Personal Property.
EXHIBIT "D"	City Assignment of Rights and Interests.
EXHIBIT "E"	Promissory Note from City to County.
EXHIBIT "F"	Recommended Water and Sewer Improvements.
EXHIBIT "G"	Annual Repayment Due from City Customers and Calculation of Individual Quarterly Surcharge Amounts.
EXHIBIT "H"	Pending Development Projects
EXHIBIT "I"	Department of Environmental Resource Management (DERM) Consent Agreement.
EXHIBIT "J"	Policies and Procedures for the Transfer of the City of Miami Springs Water and Sewer Utility Employees

EXHIBIT "A"

Water and Sewer Service Area Maps

MIAMI - DADE WATER AND SEWER DEPARTMENT
MIAMI SPRINGS INDEX MAP



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MIS/GIS 07-12-07

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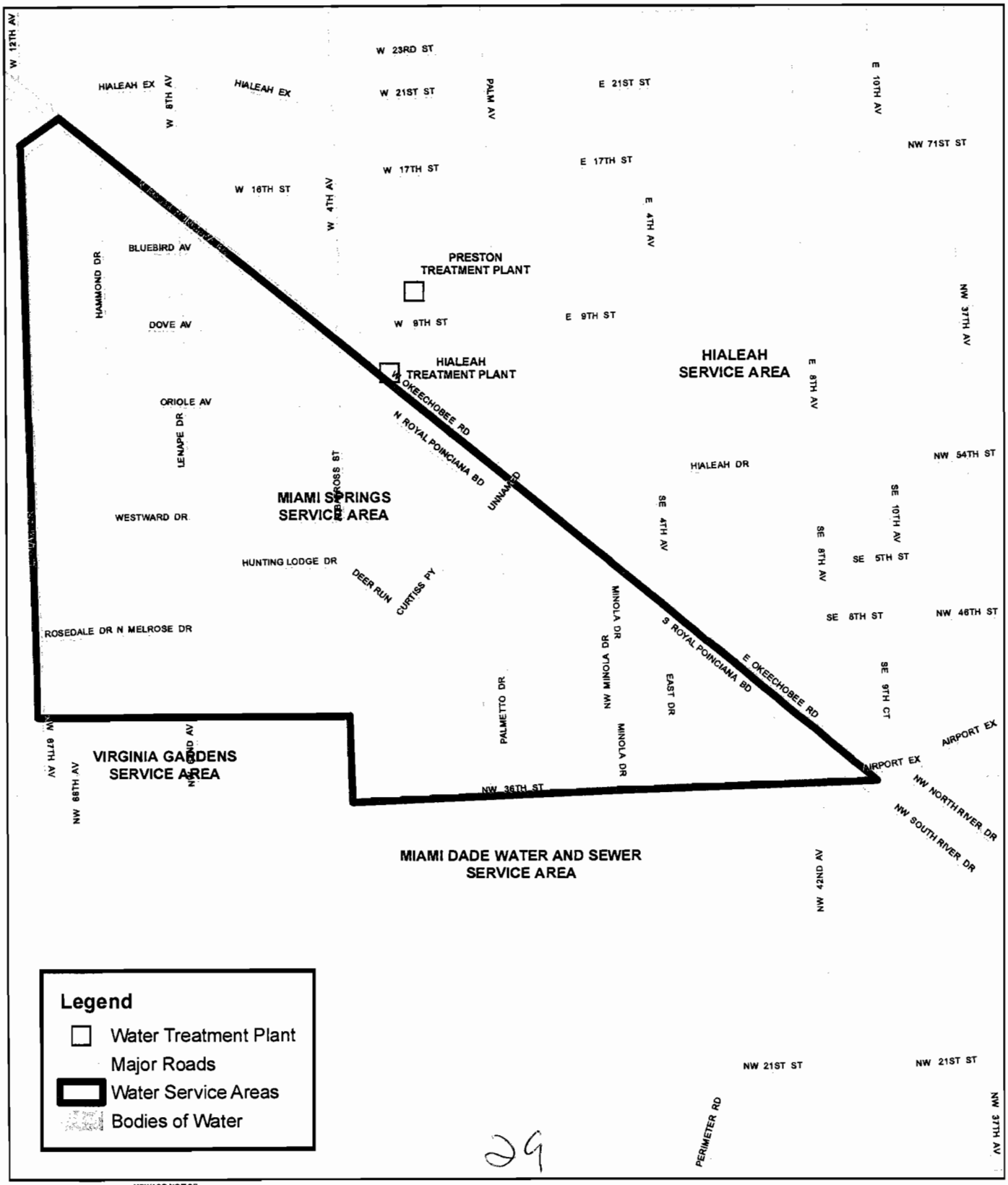
MIAMI - DADE WATER AND SEWER DEPARTMENT
MIAMI SPRINGS WATER SERVICE AREA



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MIS/GIS 09-20-07

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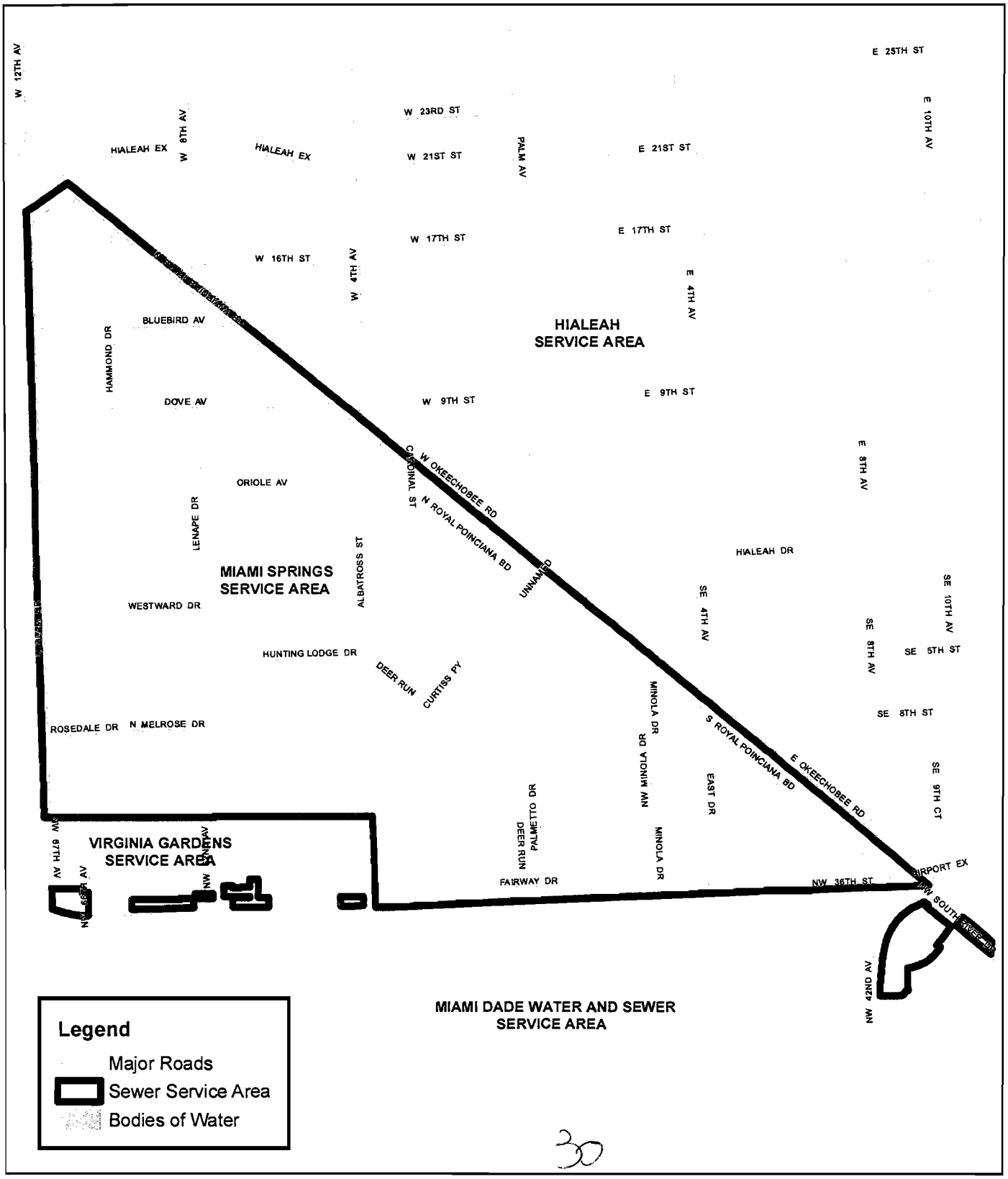
MIAMI - DADE WATER AND SEWER DEPARTMENT
MIAMI SPRINGS SEWER SERVICE AREA



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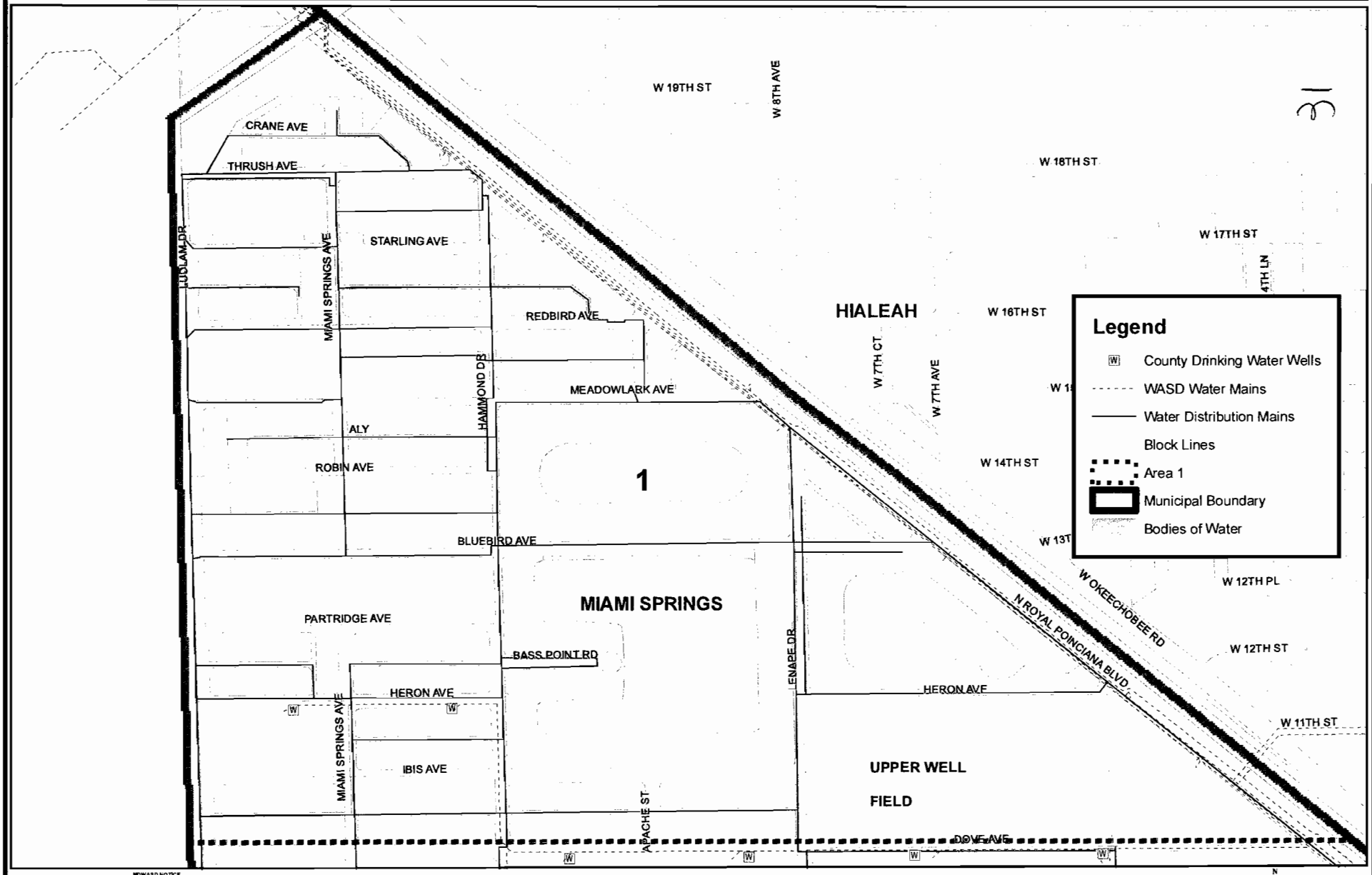
MIS/GIS 09-21-07

MIAMI - DADE WATER AND SEWER DEPARTMENT
MIAMI SPRINGS WATER DISTRIBUTION SYSTEM - AREA 1



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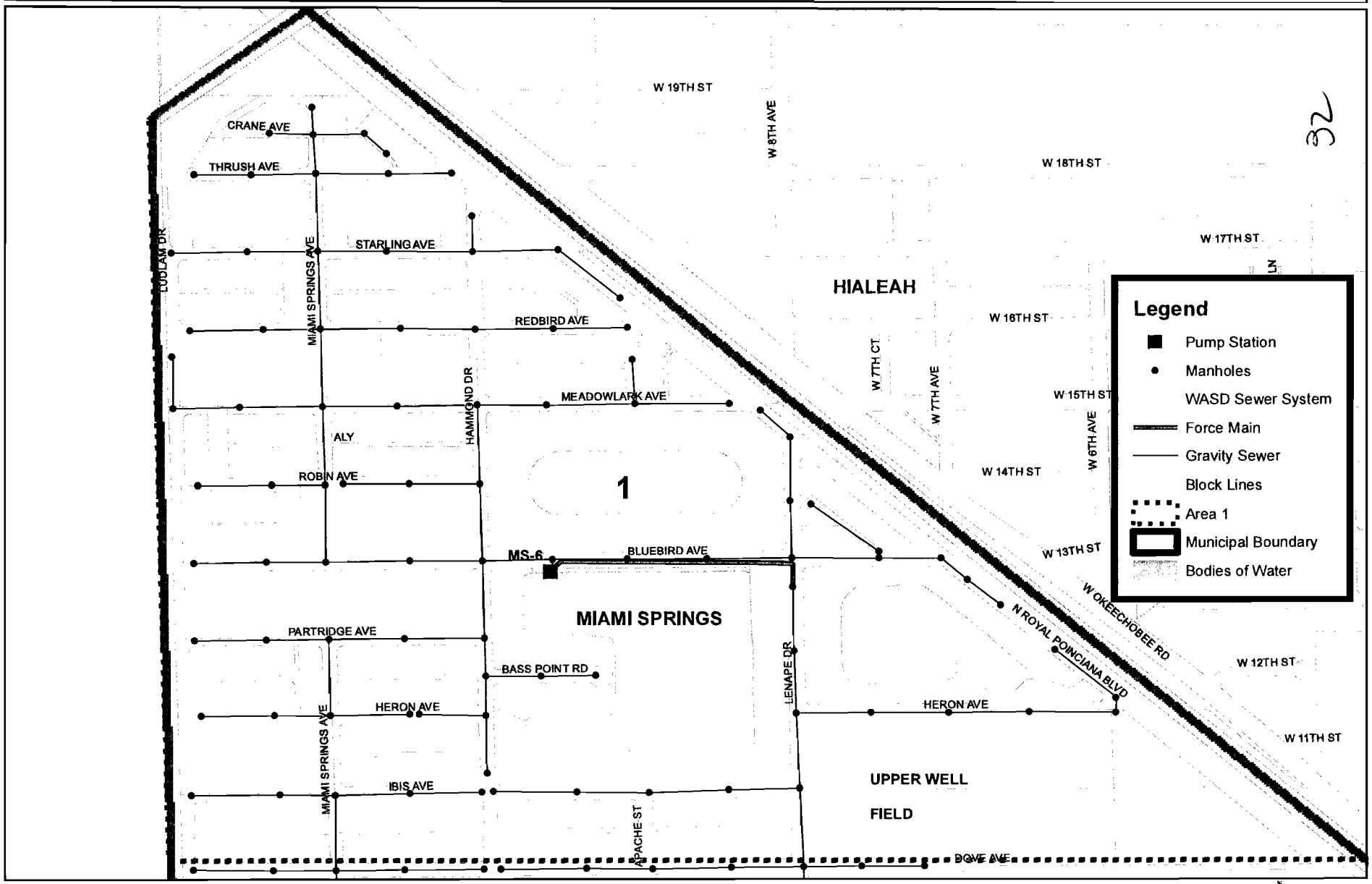
MIAMI - DADE WATER AND SEWER DEPARTMENT
MIAMI SPRINGS SEWER SYSTEM - AREA 1



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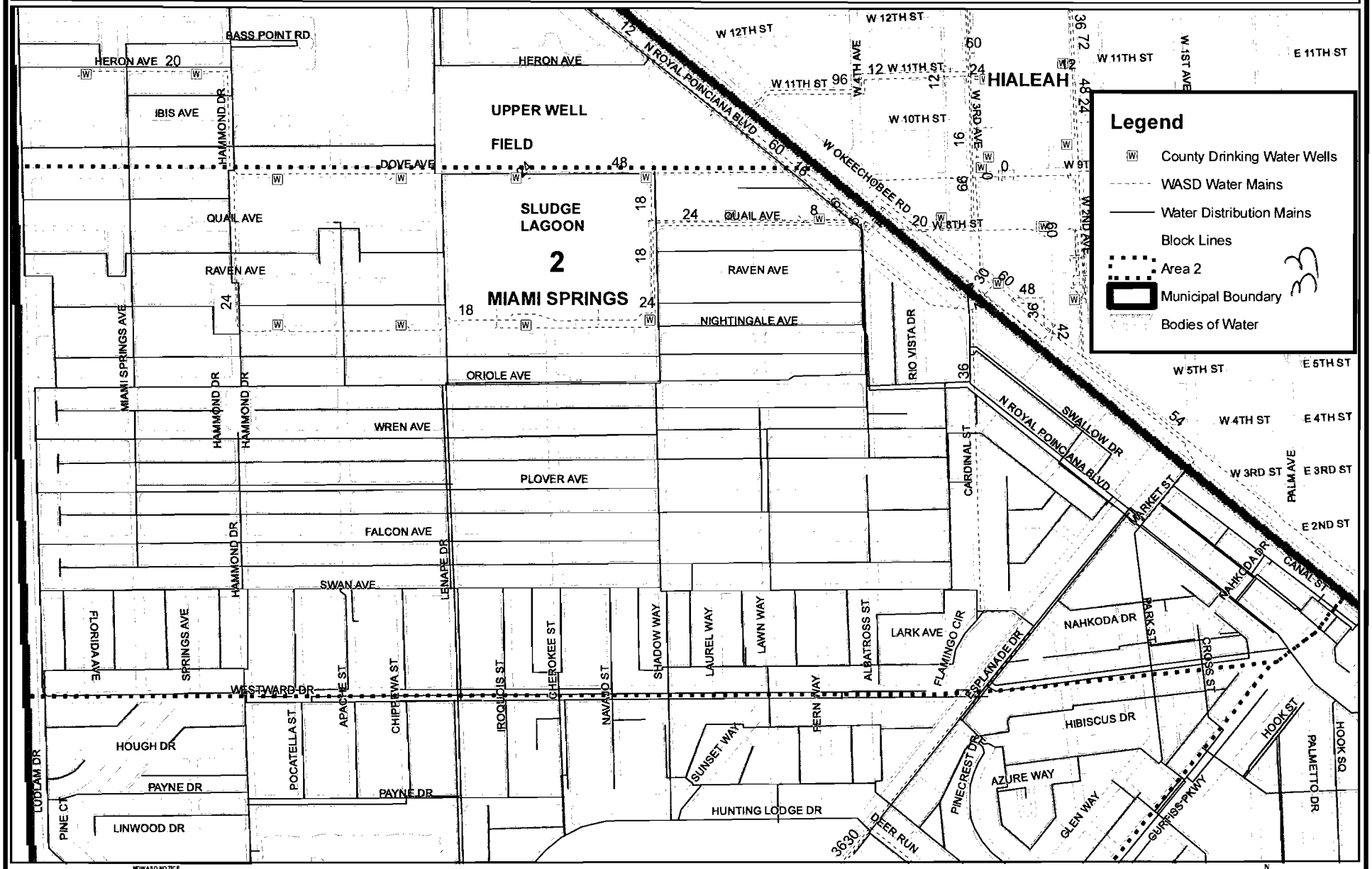
MIS/GIS 07-12-07

MIAMI - DADE WATER AND SEWER DEPARTMENT
MIAMI SPRINGS WATER DISTRIBUTION SYSTEM - AREA 2



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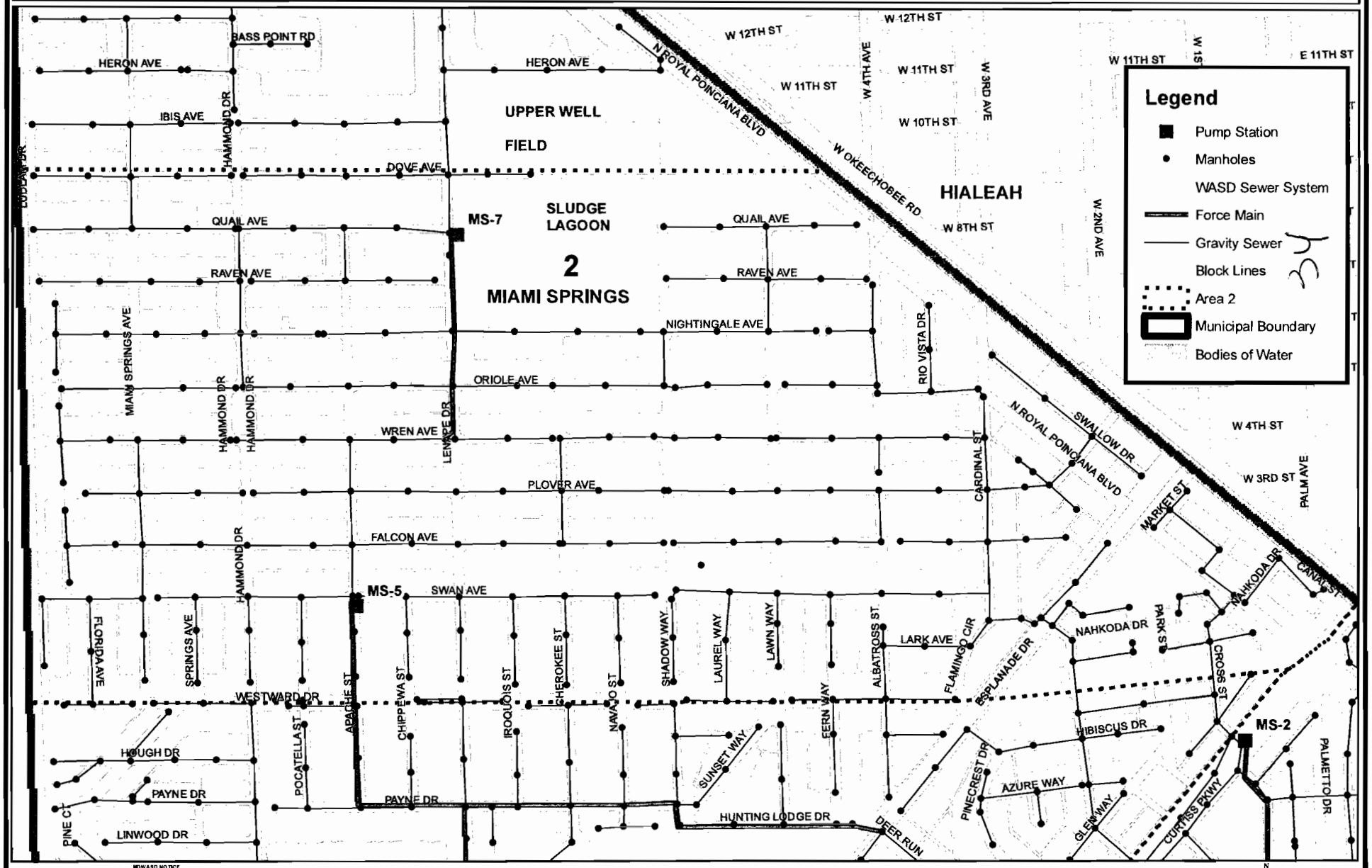
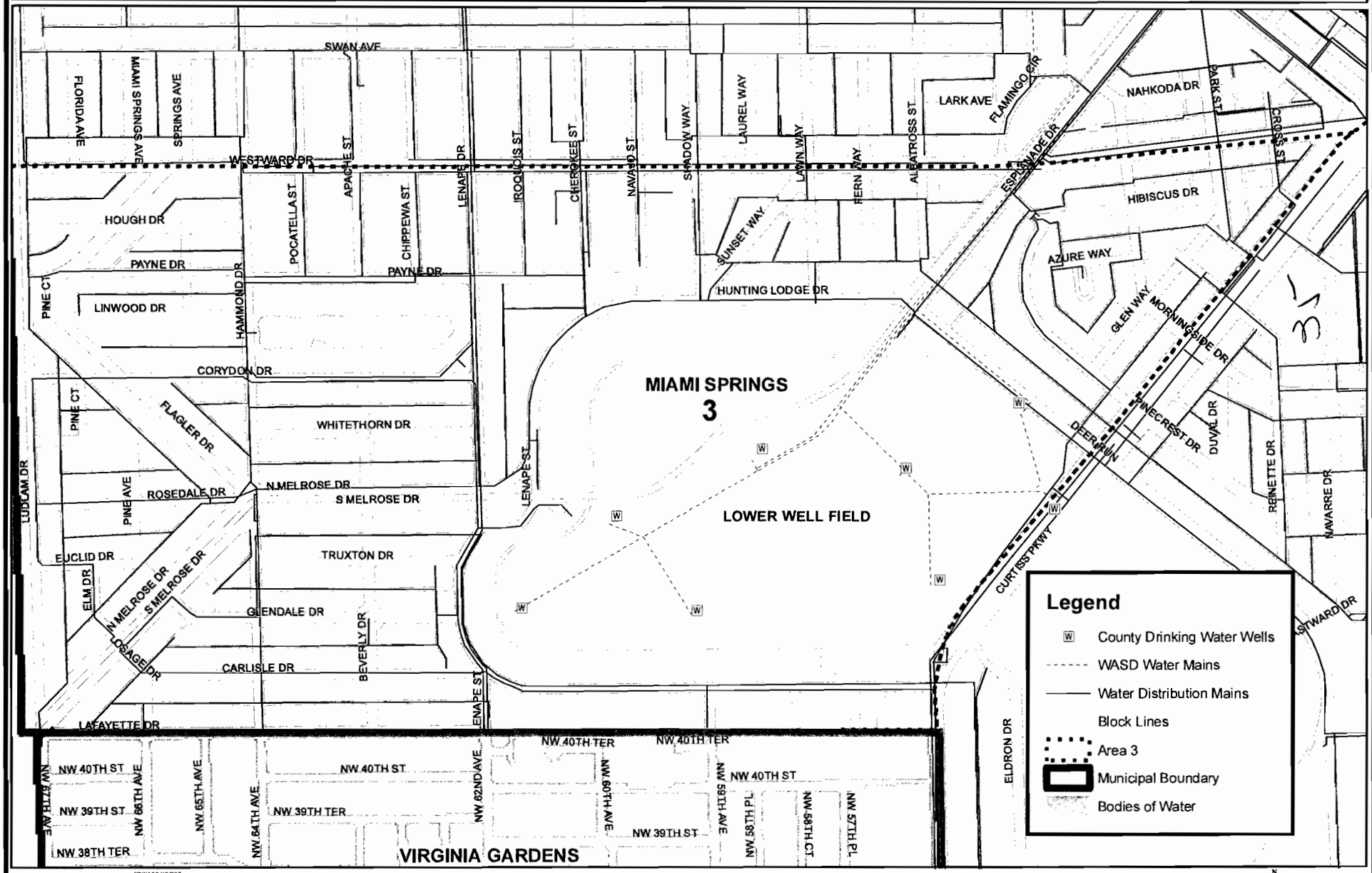
MIAMI - DADE WATER AND SEWER DEPARTMENT
MIAMI SPRINGS SEWER SYSTEM - AREA 2



MIAMI - DADE WATER AND SEWER DEPARTMENT
MIAMI SPRINGS WATER DISTRIBUTION SYSTEM - AREA 3



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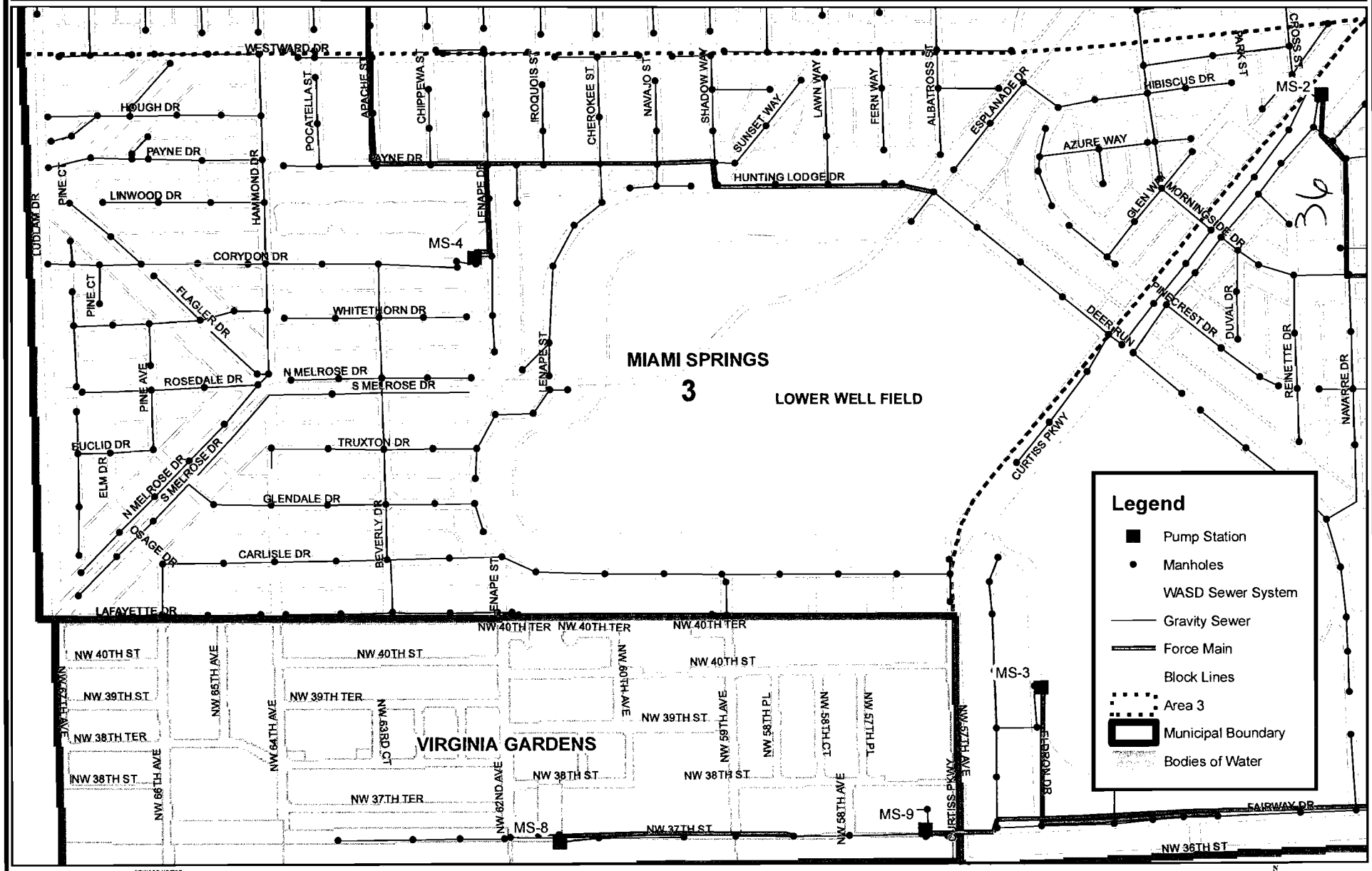
MIAMI - DADE WATER AND SEWER DEPARTMENT
MIAMI SPRINGS SEWER SYSTEM - AREA 3



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MIS/GIS 07-12-07

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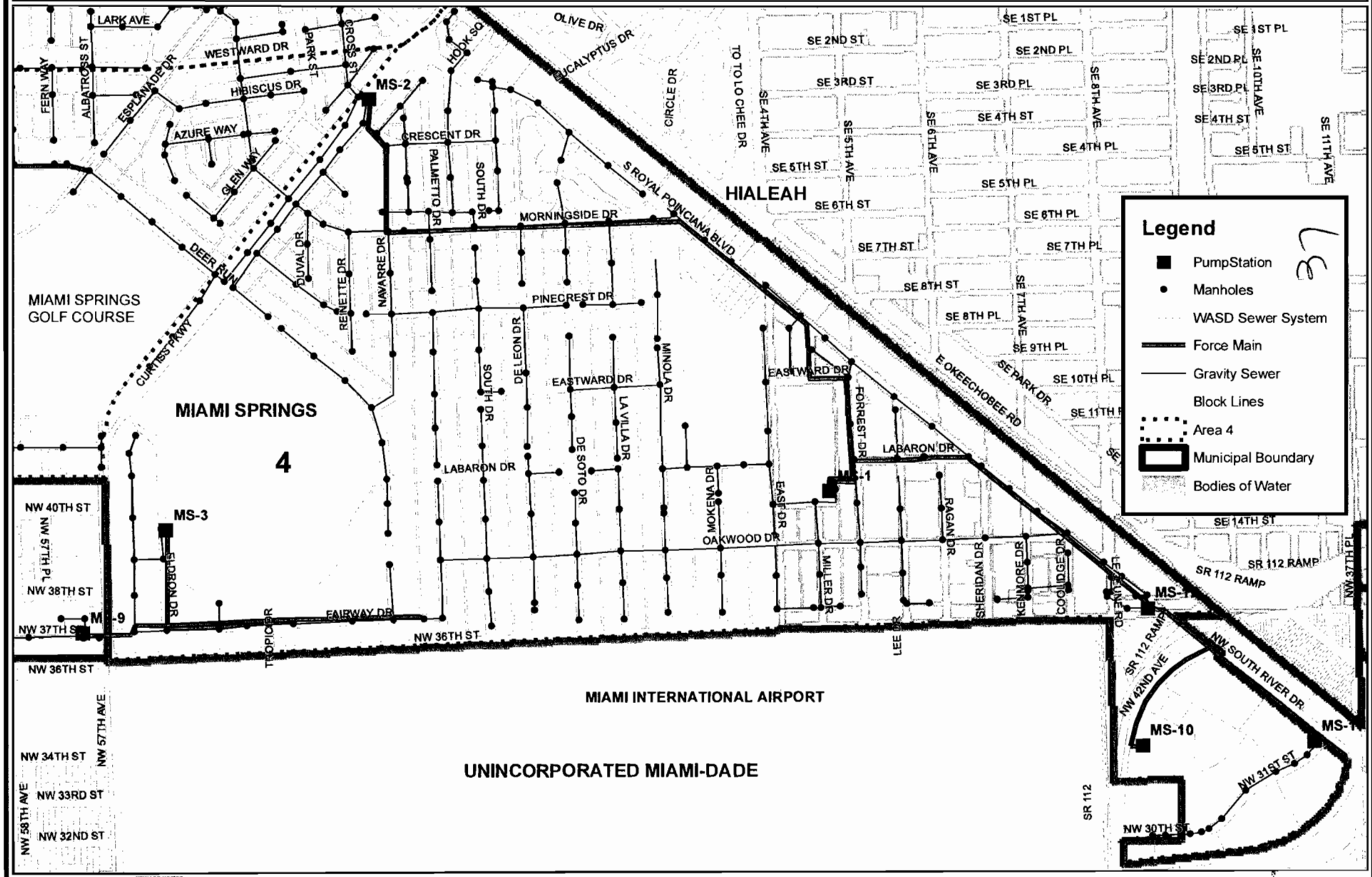
MIAMI - DADE WATER AND SEWER DEPARTMENT
MIAMI SPRINGS SEWER SYSTEM - AREA 4



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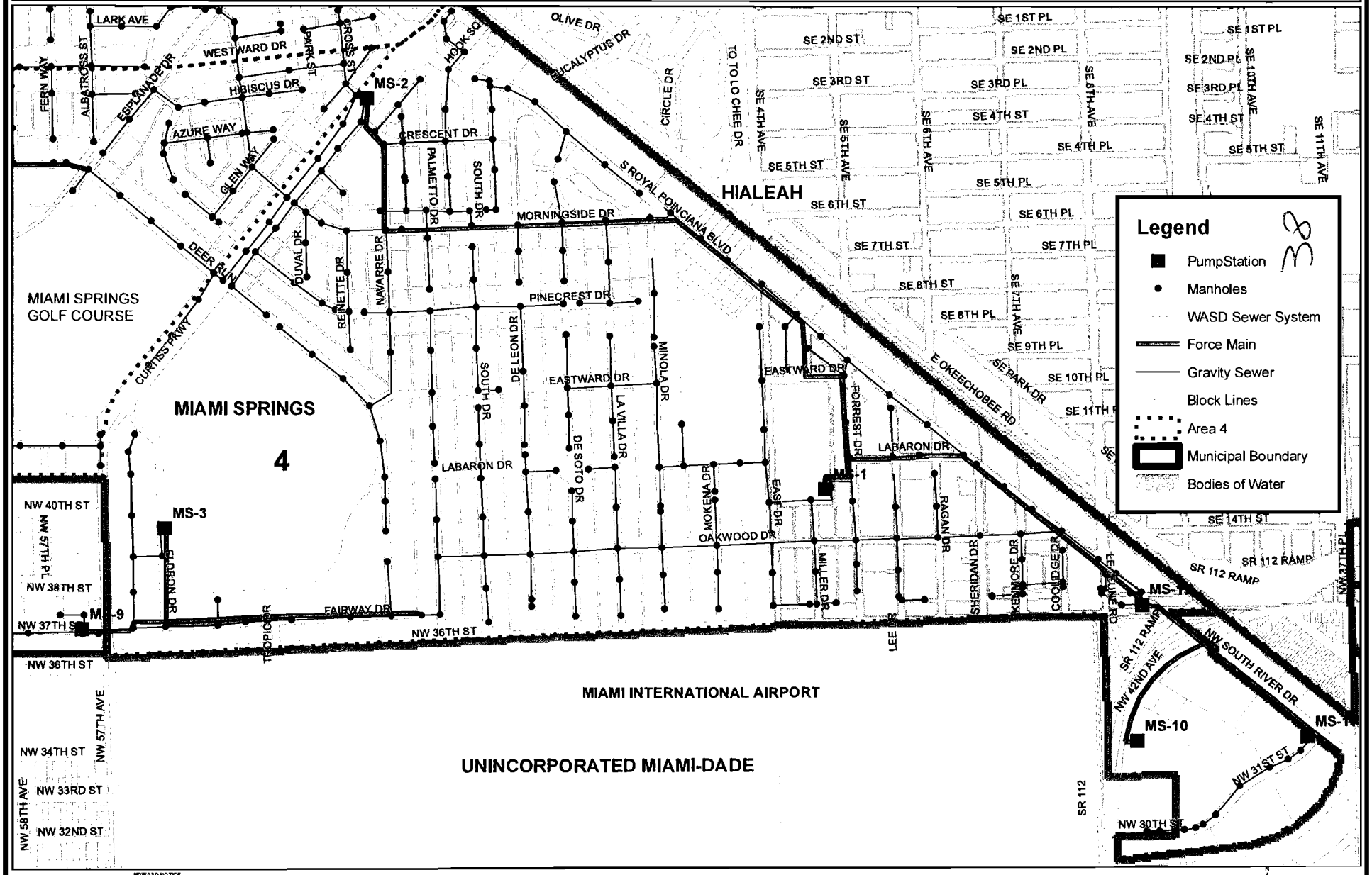
MIS/GIS 07-12-07

MIAMI - DADE WATER AND SEWER DEPARTMENT
MIAMI SPRINGS SEWER SYSTEM - AREA 4



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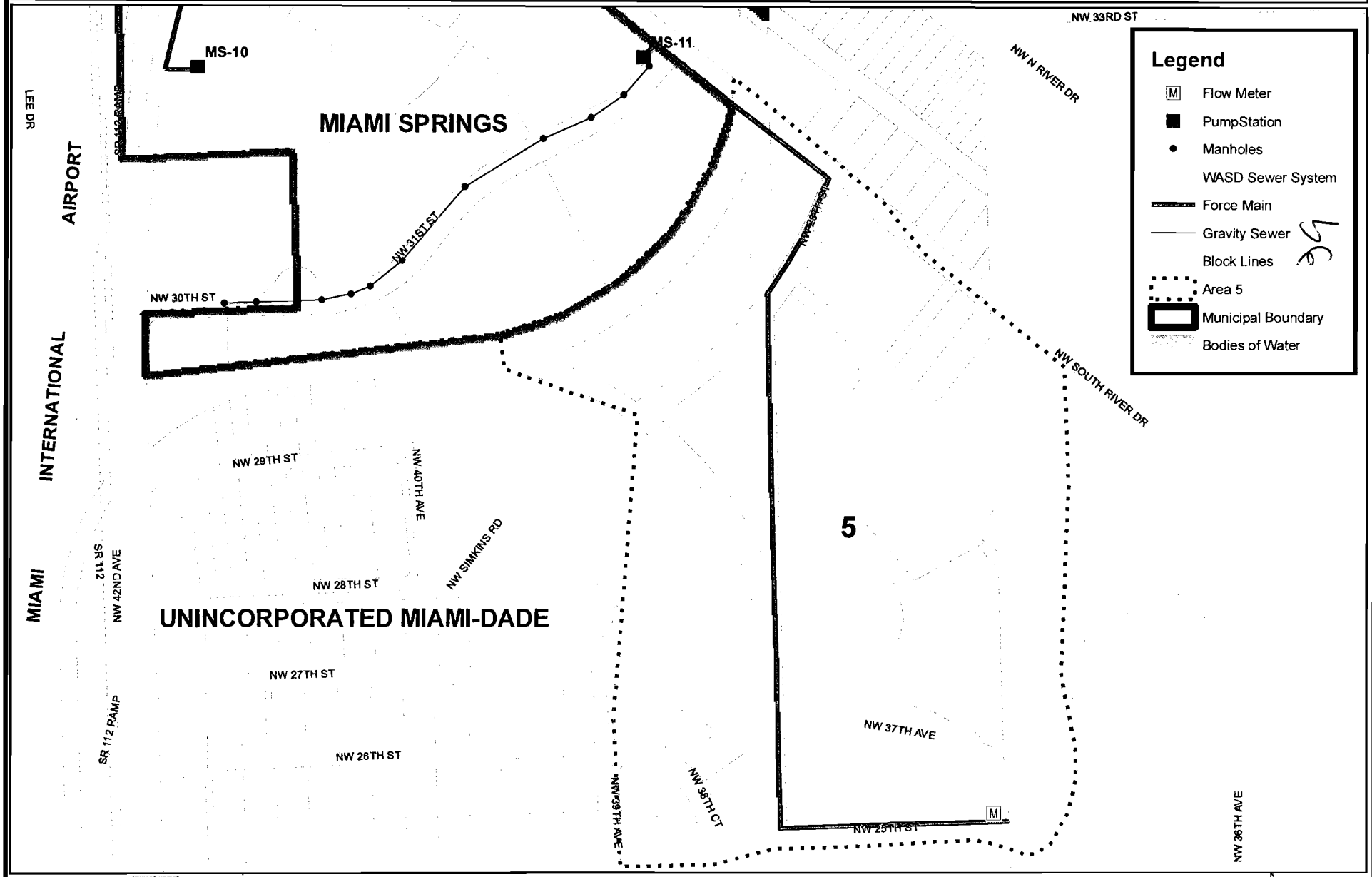
MIS/GIS 07-12-07

MIAMI - DADE WATER AND SEWER DEPARTMENT
24 IN FM FROM PUMP STATION 11 IN MIAMI SPRINGS SEWER SYSTEM - AREA 5



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MIS/GIS 07-12-07

EXHIBIT "B"

City Resolution No. 2007-3366 and Official Statement of Position

RESOLUTION NO. 2007-3366

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AUTHORIZING THE TRANSFER OF THE CITY'S WATER AND SEWER PUBLIC UTILITY SYSTEMS TO MIAMI-DADE COUNTY; DETERMINING THAT THE TRANSFER OF THE PUBLIC UTILITY SYSTEMS AND FACILITIES IS IN THE BEST INTERESTS OF THE CITY AND ITS CITIZENS; ADOPTING A "STATEMENT OF POSITION" THAT THE TRANSFER IS IN THE PUBLIC INTEREST AND THAT MIAMI-DADE COUNTY HAS THE REQUIRED EXPERTISE AND FINANCIAL ABILITY TO OPERATE THE UTILITY SYSTEMS BEING TRANSFERRED BY THE CITY; EFFECTIVE DATE.

WHEREAS, the City of Miami Springs Administrative Staff has previously contemplated the transfer of the City's Water & Sewer Public Utility Systems to Miami-Dade County; and,

WHEREAS, the City Council has conducted debate, received public comment, and heard presentations from Miami-Dade County Officials regarding the possible transfer of the City's Utility Systems to Miami-Dade County during a number of City meetings during the past year; and,

WHEREAS, pursuant to the provisions and requirements of Florida Statute Section 180.301, the City conducted a Public Hearing on August 27, 2007, to publicly discuss and receive comment regarding the possible transfer of the City's Water & Sewer Public Utility Systems to Miami-Dade County; and,

WHEREAS, at the aforesaid Public Hearing, the City considered all the criteria and requirements contained within Florida Statute Section 180.301 and determined that it was in the public interest of the City and its citizens to transfer the City Public Utility Systems to Miami-Dade County; and,

WHEREAS, as part of the Public Hearing process, the City Council reviewed, discussed and received public comment regarding a "Statement of Position" prepared by the City Administrative Staff detailing that the proposed transfer is in the public interest and that Miami-Dade County has both the expertise and financial ability to maintain and operate the Public Utility Systems to be transferred:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA:

Section 1: That the City Council of the City of Miami Springs hereby authorizes, subject to the execution of a mutually acceptable agreement of transfer between the City and the County, the transfer of the City's Water & Sewer Public Utility Systems to Miami-Dade County.

Section 2: That the City Council of the City of Miami Springs has determined, in accordance with the Public Hearing and other criteria and requirements of Florida Statute Section 180.301, that the transfer of the Public Utility Systems and facilities to Miami-Dade County is in the best interests of the City and its citizens.

Section 3: That the City Council of the City of Miami Springs hereby adopts the City's "Statement of Position", a copy of which is attached hereto as Exhibit "A", which finds that the transfer of the City's Public Utility Systems and facilities to Miami-Dade County is in the public interest and that Miami-Dade County has both the expertise and financial ability to operate the utility systems being transferred by the City.

Section 4: That the provisions of this Resolution shall be effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this 27th day of August, 2007.

The motion to adopt the foregoing resolution was offered by Councilman Garcia, seconded by Councilman Dotson, and on roll call the following vote ensued:

Vice Mayor Best	"aye"
Councilman Dotson	"no"
Councilman Garcia	"aye"
Councilman Youngs	"absent"
Mayor Bain	"aye"

Billy Bain
Mayor

ATTEST:

Magali Valls, CMC
City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

CERTIFIED COPY
CITY CLERK
CITY OF MIAMI SPRINGS
Date 1-7-08

OFFICE OF CITY MANAGER
201 WESTWARD DRIVE
MIAMI SPRINGS, FL 33166

City of MIAMI SPRINGS Florida

TELEPHONE
(305) 805-5010
FAX:
(305) 805-5040

January 29, 2008

Mr. Jorge S. Rodriguez, P.E.
Assistant Director
Miami Dade Water and Sewer Department
3071 S.W. 38 Avenue
Miami, Florida 33146

Dear Mr. ~~Rodriguez~~ Jorge:

On January 7, 2008, we mailed you a certified copy of corrected Resolution No. 2007-3366. Per your request, attached is a certified copy of Exhibit "A", which is an excerpt of the transcript of the minutes of the City Council Regular Meeting of August 27, 2007, and will serve as the City's "Statement of Position," as required by Florida Statute Section 180.301

Should you have any questions or need additional information, please contact me at (305) 805-5010.

Sincerely,

James R. Borgmann
City Manager

JRB/br

Enclosure

EXCERPTS - CITY COUNCIL REGULAR MEETING OF AUGUST 27, 2007

7. Public Hearings:

7A) PUBLIC HEARING – Resolution – A Resolution of the City Council of the City of Miami Springs Authorizing the Transfer of the City's Water and Sewer Public Utility Systems to Miami-Dade County; Determining that the Transfer of the Public Utility Systems and Facilities is in the Best Interests of the City and its Citizens; Adopting a "Statement of Position" that the Transfer is in the Public Interest and that Miami-Dade County has the Required Expertise and Financial Ability to Operate the Utility Systems Being Transferred by the City; Effective Date (Advertised: 08/15/2007)

City Attorney Jan K. Seiden read the resolution by title.

Attorney Seiden stated that a revised resolution was placed on the dais. He explained that Section 1 now reads:

"That the City Council of the City of Miami Springs hereby authorizes, subject to the execution of a mutually acceptable agreement of transfer between the City and the County, the transfer of the City's water and sewer public utility systems to Miami-Dade County."

Attorney Seiden said that Council will always have the final say because an agreement will have to be reached with the County and he did not want the resolution to be misleading to the public that whatever Council decides at this meeting will be the end of the decision making process.

Attorney Seiden explained that in Section 3 language was added after "Statement of Position" stating that:

"a copy of which is attached hereto as Exhibit "A".

Mayor Bain opened the public hearing to those persons wishing to speak.

Fred Suhr of 1268 Partridge Avenue stated his opposition to the transfer of the water and sewer system to the County because of the cost involved and the possible reduction in service. He added that there is no guarantee that the County will not raise the water rates as soon as the system is transferred. He likes the idea of the City having control over the services and the residents having the ability to communicate with the people in charge.

There were no additional speakers and the Mayor closed the public hearing.

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City Manager Borgmann presented a report to Council explaining that the transfer of the utility system is governed by Florida State Statutes, which requires the adoption of the resolution and the issuing of a Statement of Position by the City.

City Manager Borgmann referred to his memorandum dated August 27, 2007, regarding the statutory regulations regarding the sale of a water or sewer utility by a City. He said that the last paragraph states:

"A statement shall be prepared that will incorporate all of the above responses, along with any Council or customer questions and answers that may be presented at the public hearing. We will rely on the findings of the County (as detailed in the Malcolm-Pirnie Report) as they pertain to the overall physical condition of the various elements of the water and sewer systems." He stated that he was advised by the City Attorney that by attaching a copy of the transcript of the minutes to this document that it would in fact serve as the City's Statement of Position.

City Manager Borgmann stated that the various responses to each of the items that require an answer are attached to his memorandum, which he would review individually. He explained that Item one addresses the most recent available income and expense statement for the utility, which is Attachment # 1 for the financial records of Fiscal Year ended September 30, 2006.

City Manager Borgmann explained that Item two refers to the most recent available balance sheet for the utility and Attachment # 2 is the incorrect document because it is a Statement of Cash Flows and not truly a Balance Sheet listing all assets and liabilities. He asked former Finance Director William Alonso to provide a corrected Attachment # 2.

The City Manager stated that the net assets as of September 30, 2006 total $1.8 million so the system is whole financially at the current time; however, the system could require future repairs and refurbishing.

Item three requires a statement of the existing rate base of the utility for regulatory purposes and the rate charts for both the City and the County are attached, according to Mr. Borgmann. He commented that the County charges by cubic feet as opposed to thousands of gallons of water.

City Manager Borgmann stated that Item four asks for the physical condition of the utility facilities being purchased, sold, or subject to a wastewater facility privatization contract, which is Attachment #4 that includes several pages from the County's Malcolm Pirnie study. He explained that there is no disagreement with the assessment of the City's system.

City Manager Borgmann explained that he had not addressed Item five because he is trying to determine the definition of the word "reasonableness" in this particular context. They are asking for the reasonableness of the purchase, sale, or wastewater facility privatization contract price and terms. He explained that nothing is being sold and the County's offer is to take over the system for $19 million and they will charge a surcharge for twenty years over and above the basic retail rates.

City Attorney Seiden stated that in this case there is no sale per se since it will be a transfer and the County will assume the debt. All the terms are included in the documentation that have been discussed before and basically it is a transaction where the City turns over its facility assets and co-authorizes the County to utilize the easements as an owner, but there will be no particular exchange of funds.

Attorney Seiden explained that the logistics of how the County will pay off the City's bond is yet to be determined, which will be part of the agreement. He said that the purpose of the public hearing is to determine if it is appropriate and reasonable to consider the transfer and the rest of the agreement terms will come later in the process.

Vice Mayor Best said that obviously the $8.6 million bond dept would go away. He asked what it would mean financially for the City.

Former Finance Director William Alonso stated that financially it would not affect the City because water and sewer is a stand alone enterprise fund that has nothing to do with the General Fund. The debt is eliminated, the City would be giving up the revenue source and the net effect would be minimal financially.

City Manager Borgmann explained that because it is a revenue bond that financially it would be a "wash".

Vice Mayor Best commented that the only positive advantage would be the County's ability to repair the system more efficiently than the City.

Mr. Alonso stated that the County obviously has the resources to repair the system, but to a city the size of Miami Springs it is a lot of money. He explained that the residents that will benefit are the ones in the lower rate categories. From the City's point of view, the problem will be the long-term repairs that are needed for the system and in the future the rates will become higher in order to pay for the repairs that the County will take over.

Mayor Bain stated that the County is taking over the system for $19 million and subtracting the $8 million debt, the total would equal the amount of funds that the City would spend to fix the water and sewer system. In his opinion, keeping the system would financially drain the City and the residents. In addition, there could be future mandates passed down from the State and the County because of the water shortage.

The Mayor said that adopting the resolution would allow the City to continue the process and pursue the feasibility of turning over the system. He added that the City could always work with the various County representatives in order to make the turnover financially acceptable.

Councilman Dotson stated that in previous discussions when the County officials were present, Finance Director Alonso had estimated that the City would have to take on another $11MM in debt in the next couple of years in order to make repairs. A seventeen-year analysis indicated that the fees would have to be raised in order to cover a $1MM deficit.

Former Finance Director Alonso clarified that by the year 2013, the deficit would total $1.5MM.

Councilman Dotson explained that Miami Springs is a small town that takes pride in the ability to provide services, but it is becoming very difficult to operate the water and sewer system. He added that there could be future mandates as far as the water shortage that could place more restrictions on the system. Councilman Dotson stated that it could be better for the entire south Florida area to have one system in order to respond to the financial needs and future mandates. He felt that the City could be placed in a situation where it is impossible to respond.

Councilman Dotson had hoped that sleeving the sewer system would help, but the latest seventeen-year analysis revealed additional debt and higher fees. He stated that presumably the County, as a larger operator, would be able to make the repairs even though the fees will increase. Service is another issue and the residents will have to pay a fee for the County to respond when there is a problem and they will determine if it is their responsibility or property owner's.

City Manager Borgmann commented that the County service center for this area is fairly close and when a call is received they would dispatch an employee to their service center. The difference is that dispatching someone from the City's Public Works center is a five-minute trip as opposed to fifteen or twenty minutes from the County. The question is how fast the County will respond to a problem.

Vice Mayor Best stated that increasing the fees would not be enough to fix the problem and additional funds would be needed from other sources if the City were to keep the system. In addition, the Malcolm Pirnie report mentions that the City's water lines are two or four inches and the County would install eight-inch lines, which would be an improvement.

City Manager Borgmann explained that Item six addresses the impacts of the purchase, sale, or wastewater facility privatization contract on utility customers, both positive and negative. Attachment #6 is a memo that was distributed to Council on May 18, 2007, that recaps a meeting that was held to determine the particular issues as far as cost, financing, etc.

City Manager Borgmann stated that on a positive note, the $23.4 million figure that the County was proposing dropped to the $19 million range. He explained that the debt service would be in effect for twenty years and would be added to the bills of the Miami Springs system customers. The City would also need to add approximately $112.50 per service address each year to make up the reimbursement that the system presently provides for the General Fund.

City Manager Borgmann explained that there is a potential for more restrictive limitations next fiscal year depending on what happens with the vote in January regarding the property tax exemption, which is very critical to consider. Every source of revenue would have to be identified in order to supplement revenues to the General Fund.

City Manager Borgmann stated that the net charge to the residents would decrease if the County took over the system and the amounts would not be significant to a vast majority of the City's residents. When the process first began, the $19.7 million cost was not anticipated and it appeared that the savings to an average household would save $40.00 to $50.00 per month. Looking at today's users and the cost associated with the takeover of the system, the monthly savings decreased significantly. He referred to a chart showing the estimated savings ranging from $3.00 to $17.00 per month.

Councilman Dotson asked if information is available to show the breakdown of the $310,000 administrative fee.

Mr. Alonso responded that the question about the administrative fee was raised at the last Workshop meeting and he forwarded the information to the City Manager. The fees are basically a percentage for the different departments that deal with the water and sewer departments and also a percentage of the Public Works Administrative budget is charged to the enterprise funds.

City Manager Borgmann offered to provide the breakdown of the administrative fees totaling $310,000.

City Manager Borgmann said that a call out charge of $135.00 is charged to residents if the problem is found to be on the customer's side of the service line. Call out time is yet to be verified; however, response time was measured in days in a non-scientific poll of some County customers. He added that the City would lose control of the rate structure.

To answer Vice Mayor Best's question, Mr. Borgmann stated that there is no question that the City would be facing another revenue bond at some point in the near future. He said that in a given year the City could have charges between $200,000 to $300,000 due to inflow and infiltration, which is cash that would come from the fund. The City would not be responsible for these charges once the system is turned over to the County.

City Manager Borgmann said that the City cannot continue to pay the excess fees for inflow and infiltration and repairing the system is an even bigger issue. As time goes on, new breaks in the lines occur.

City Manager Borgmann stated that certain one time costs the City would incur such as defeasance costs and the leave payouts for those employees that transfer to the County were not calculated as of May 18, 2007, but now it is known that the defeasance costs for the bond are taken care of. In addition, the County will institute annual cost of living increases and there is a 4.8% increase effective October 2007, although there will not be any wholesale increases.

On the negative side, Mr. Borgmann mentioned that there may be future significant costs such as any federal mandates and/or there may come a time when the system will require a huge amount of funds for repairs. If there is not a significant reserve for these costs the City may be forced to do a defeasance and try to get bond money to cover the costs. It is difficult to predict the future of the system, both from a repair/replacement perspective and future environmental standards that may have to be met.

City Manager Borgmann explained that the impact of the pending tax reform legislation from Tallahassee is unknown, short of saying that the General Fund will not be in a position to subsidize any operations unless the cash reserves are depleted.

City Manager Borgmann stated that Item 7 (a) addresses additional investment required and the ability and willingness of the purchaser or the private firm under a wastewater facility privatization contract to make that investment, whether the purchaser is the municipality or the entity purchasing the utility from the municipality. He included attachments #7 (a) and 7 (b) as additional follow up from the City Attorney in a draft memorandum to him dated May 14, 2007, and also a memorandum from Finance Director William Alonso dated June 7, 2007, giving additional updates. The question being asked is whether or not the County is viable enough to go into this business transaction and the answer is yes.

City Manager Borgmann continued his review with Item # 8 explaining the alternatives to the purchase, sale, or wastewater facility privatization contract, and the potential impact on utility customers if the purchase, sale, or wastewater facility privatization contract is not made. The alternatives to transferring the system to the County are as follows:

i. The City's customers would have to foot the bill for any and all repairs, estimated by the County to be roughly $36-38,000,000, for the needed replacement and repairs to both the water and sewer systems.

ii. The City's customers would be responsible for payment of all future upgrades deemed necessary through edicts from various environmental protection agencies or from normal deterioration of pipes and controls.

iii. City Staff would remain responsible for compliance with all regulations and the escalating costs of achieving compliance.

iv. Due to the recent Tax Reform Act, the City may have to raise rates, in addition to increased County costs that are passed on to our customers, to assure that all costs of personnel that work on any aspect of the system are covered. The General Fund of the City will be hard pressed in the future to offset any losses in any enterprise fund.

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City Manager Borgmann stated that the ninth point addresses the ability of the purchaser or the private firm under a wastewater facility privatization contract to maintain high-quality and cost-effective utility services, whether the purchaser is the municipality or the entity purchasing the utility. His response is that the County maintains and operates a system much larger than the City's and they have indicated the ability and desire to accept transfer of the system.

Item ten addresses all moneys paid by a private firm to a municipality pursuant to a wastewater facility privatization contract and this is not applicable since it is from a private firm, according to Mr. Borgmann.

City Manager Borgmann said that the final point is that the municipality shall prepare a statement showing that the purchase, sale, or wastewater facility privatization contract is in the public interest, including a summary of the purchaser's or private firm's experience in water, sewer, or wastewater reuse utility operation and a showing of financial ability to provide the service whether the purchaser is the municipality or the entity purchasing the utility from the municipality. He explained that the City will rely on the County's data to support this requirement.

Councilman Dotson commented that this is an extremely important decision for Council to make and he is not prepared to present his final opinions. He explained that there are additional issues he would like to review, including some of the discussion at the last meeting when the County representatives were present. He asked if this resolution would obligate Council to accept whatever agreement comes from the discussion.

City Manager Borgmann clarified that the City Attorney added the language "subject to the execution of a mutually acceptable agreement" and if that point is not reached then the resolution is null and void.

City Attorney Seiden commented that the County is at a standstill in the process of turning over the system until the City gives them a statement of intent and this is shown by adopting a resolution, subject to a proper agreement. If the County includes something in the agreement that the City feels is unfair or if their terms of repayment are not appropriate, then the City would not sign the agreement and go forward. The only reason this is on the agenda tonight is because it is the next step in the process. The County would also hold a public hearing and calculate the final numbers as to how they would finance or pay off the bonds for the City.

Councilman Garcia moved to adopt the resolution and Councilman Dotson seconded the motion for discussion.

Councilman Garcia stated that Council discussed the possibility of informing the residents of the pros and cons in order to get their input. He knows that information was published in the River Cities Gazette and there has been discussion during the public meetings, but an insert in the utility bill explaining the facts would be a valuable tool. The transfer of the system is a decision that will affect every resident and Council should have their feedback.

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Councilman Garcia suggested moving forward with the resolution in order to get more information from the County and circulating the facts to the residents, pro and con for transferring the system.

To answer Councilman Dotson's question, City Attorney Seiden said that if Council disagrees with any of the terms or conditions of the agreement then it would not be a problem for the City to tell the County that Council is not ready to make a decision. If Council does not disagree with the terms and conditions and changes their opinion about making the deal, they could be accused of exercising bad faith in the negotiations.

Councilman Dotson reiterated that he is personally not prepared to make the decision about the concept of turning over the system, and he is mindful of the fact that Councilman Youngs is absent and should have the opportunity to participate in this decision. He would like to table the resolution until the next meeting.

Mayor Bain stated that he agrees with Councilman Garcia that the residents should receive information and adopting the resolution is the next step in the process that will generate more information from the County that can be circulated to the residents. He feels that postponing adoption of the resolution would only delay the process.

Councilman Garcia asked if the County set a deadline for commitment of intent.

The City Attorney explained that the County informed the City that they would not move forward unless they receive a resolution. The timing is unfortunate because the County is in the middle of the budget process and everything will be delayed. The resolution is only philosophical at this point, it is not specific, and there are no numbers or bill of sale attached. He explained that it is simply a question of whether or not the City Council is prepared philosophically, subject to the correct terms and conditions, to make a deal.

Fred Suhr of 1168 Partridge Avenue asked what would be the benefit to the County if they take over the system.

City Manager Borgmann responded that the benefit would be to continue a regionalization of the water and sewer system because the problem is a much bigger issue. He explained that when the County has an issue with sewage disposal they are under consent decree from the federal government for certain requirements and it would allow more control over the elements instead of hoping that the cities take care of their individual systems.

City Manager Borgmann said that another positive is that it would add 4,000 customers to the County's customer base. He explained that the amount of the City's inflow and infiltration is a major problem for the financial health of the City, but it is nothing to the County because of the economy of scale.

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Councilman Dotson stated that the concept is not complete in his mind and he has reservations because he does not want to begin negotiations and then decide it is not a good idea. He believes it is important to take whatever time is necessary because it is an extremely important decision and he would like to be able to support it with confidence through the negotiations.

Councilman Dotson explained that when he saw the item on the agenda he knew it was going to be difficult to evaluate it and it is a lot more than a philosophical question to him.

Vice Mayor Best commented that the approach is both philosophical and technical. Council received a lot of information, the pros and cons were discussed and to delay further discussion and negotiations at this point makes no sense.

Councilman Garcia asked Councilman Dotson if his concerns could be addressed this evening.

City Manager Borgmann offered to get more information for Councilman Dotson for the next meeting.

Councilman Dotson explained that the basic problem is the $8 million debt for the bonds. According to Mr. Alonso, if the City keeps the system it would probably acquire another $11 million debt within a year or two and that does not take into consideration the amount of funds required to renew the infrastructure for the water system, which could be another $19 million. This means it could be a $38 million debt which is a concern.

Councilman Dotson stated that he would vote for the resolution based on the best information that is available, but he would like more time to look into the possibility of sleeving because none was done last year and there is $800,000 in the upcoming budget, which would take care of some of the leaks. He said that in two or three years 70% of the system could be sleeved and the system might be salvageable.

Councilman Dotson reiterated that he would like more time to think and ask questions in order to be confident that he is making the right decision.

On roll call vote the motion carried 3-1 with Councilman Dotson casting the dissenting vote (Resolution No. 2007-3366).

****

I, Magalí Valls, City Clerk, Miami Springs, Florida, do hereby certify that the foregoing is a true copy of that portion of the minutes of the August 27, 2007 City Council Regular Meeting which will be submitted to Council for approval as the official record of that meeting.

Witness my hand and official seal of the City of Miami Springs, Florida, this 30th day of August, 2007.

Magalí Valls

Magalí Valls, CMC, City Clerk

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EXHIBIT "C"

Bill of Sale for all Tangible Personal Property

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF MIAMI SPRINGS, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "CITY", for and in consideration paid by MIAMI-DADE WATER AND SEWER DEPARTMENT, a Department of Miami-Dade County, Florida, hereinafter referred to as "COUNTY", the receipt whereof is hereby acknowledged, has granted, bargained, transferred, delivered and assigned, and by these presents does grant, bargain, transfer, deliver and assign unto the said COUNTY, its successors and assigns, the following described tangible personal property of CITY:

- All water and sewer facilities of the CITY, of every nature, kind and description whatsoever, including, but not limited to, transmission mains, distribution mains, valves, meters, meter boxes, service connections and all other physical facilities and property installations used in connection with the CITY'S water and sewer transmission and distribution systems.

- The twelve (12) sewage pumping stations owned, operated and maintained by the City as described below, to-wit:

  ~ Pump Station No. 1. Adjacent to Stafford Park within City fenced public services storage and parking area.

  ~ Pump Station No. 2. Located within the Curtiss Parkway median area approximately five hundred (500) feet south of the Downtown Circle.

  ~ Pump Station No. 3. Located inside of the City Golf Course property adjacent to Eldron Drive and north of the James Medical Clinic Building.

  ~ Pump Station No. 4. Triangle shaped property located between Lenade and Corydon Drives.

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~ Pump Station No. 5. Located in the far northwest corner of the City Recreation Complex Parking Lot (1401 Westward Drive).

~ Pump Station No. 6. Located adjacent to the Lake along Bluebird Avenue near intersection of Hammond Drive in the City swale area.

~ Pump Station No. 7. Located inside of fenced COUNTY Sludge Lagoon area adjacent to intersection of Lenape Drive and Quail Avenue.

~ Pump Station No. 8. Located along Northwest 37th Street in Virginia Gardens in the northeast corner of the Value Store It building property.

~ Pump Station No. 9. Located along Northwest 37th Street in Virginia Gardens in the southeast corner of the parking area of the Virginia Gardens Condominium property.

~ Pump Station No. 10. Located in Abraham Tract area of City between Bennigan's Restaurant and Red Roof Inn adjacent to service road.

~ Pump Station No. 11. Located in Abraham Tract area of City along Abraham Drive adjacent to intersection of Northwest South River Drive at east end of roadway.

~ Pump Station No. 12. Located within Florida Department of Transportation Road right-of-way between Northwest 36th Street, LeJeune Road, and South Royal Poinciana Boulevard.

- The five (5) lift stations owned, operated and maintained by the City as described below, to-wit:

~ Lift Station No. 5E. Located in City right-of-way adjacent to 781 Plover Avenue.

~ Lift Station No. 5W. Located in City right-of-way adjacent to 1201 Falcon Avenue.

~ Lift Station No. 6A. Located in City right-of-way adjacent to 1201 Meadowlark Avenue.

~ Lift Station No. 7E. Located in City right-of-way adjacent to 710 Nightingale Avenue.

~ Lift Station No. 7W. Located in City right-of-way adjacent to 1098 Quail Avenue.

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- All customer records, accounts, customer lists, prints, plans, meter books, engineering reports, surveys, maps, as-built plans, and other documentation used or useful in the continuing operation and maintenance of the CITY Systems.

- All vehicles, utility machinery, and generators of the City of Miami Springs Water and Sewer Utility Departments at the time of transfer (see inventory listing attached hereto; titles to the aforesaid items will be provided to the COUNTY for all such items subject to title transfer).

- Any and all utility system spare parts in the CITY Inventory at the time of transfer (see inventory listing attached hereto).

All of the aforesaid transferred tangible personal property shall be free and clear of all liens, encumbrances, bonds and indebtedness whatsoever, except that all such property is being sold and transferred in an "as is" condition and without any warranty or representation.

TO HAVE AND TO HOLD the same unto the said COUNTY, its successors, administrators and assigns forever.

AND CITY does for itself, its successors, executors, and administrators, covenant to and with the said COUNTY, its successors, administrators and assigns, that CITY is the lawful owner of the said tangible personal property; that it is free from all encumbrances, except the "permitted exceptions" contained in the Transfer Agreement between the CITY and COUNTY; and that CITY has the right to sell the same aforesaid, and that CITY will warrant and defend the sale of the said property hereby made unto the said COUNTY, its successors, administrators and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF we have hereunto set our hand(s) and seal(s) this____ day of _____ 2008.

CITY OF MIAMI SPRINGS, a Florida Municipal Corporation

Signed, sealed and delivered in our presence:
(As to Both Signatories)

BY:_____
JAMES R. BORGMANN, City Manager

_____
*Print Name:*_____

Attest:_____
Magali Valls, City Clerk

_____
*Print Name:*_____

THIS INSTRUMENT PREPARED BY: JAN K. SEIDEN, ESQ.,
City Attorney, City of Miami Springs
150 Alhambra Circle, Suite #1150
Coral Gables, FL 33134
TEL: 305/858-0220

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STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me, this _____day of _____, 2008, by JAMES R. BORGMANN, City Manager and MAGALI VALLS, City Clerk, respectively, of the City of Miami Springs, Florida who is personally known to me or who has produced (TYPE OF IDENTIFICATION) _____ as identification and who acknowledged that they have executed this instrument for the purposes expressed..

WITNESS my hand and seal in the County and State aforesaid this _____day of _____2008.

_____
NOTARY PUBLIC, State of Florida

MY COMMISSION EXPIRES:

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City of Miami Springs Utility Equipment Inventory

Item Description	Model	Vin Number	Number of Miles / Hours	Comments
Water System				
2001 John Deere Tractor	310G	T0310GX902748	1826 (Hrs - 2-15-07)	
1997 Cushman Scooter		1CHMH6609VL000202	27854	
2001 John Deere Skid Steer	250	V02608352118	N/A	Could not locate hr meter
2001 John Deere Loader	310D	T0310DB808864	4793	
2004 Ford F250 Utility	F-250 (2-Doors)	IFDNF20L54EL37209	30045	
2006 Ford F250 Utility	F-2506 (2-Doors)	IFDNF20576ED40250	5653	
Sewer System				
1989 Dodge Ram w/ Auto Crane	Dodge-Ram (2-Doors)	1B66ME3652KS107511	31282	
1993 Ford F350 Utility	F-350 (2-Doors)	1FDKF37H6PNA63911	N/A	Could not read odometer, battery was dead
1994 Ford F150 Pick Up	F-150 (2doors)	1FTEF15Y3RNB62942	87886	
2005 Freightliner Sprinter Cargo Van	Sprinter	WDYPD74475581074B	19496	
Generator No. 1	350DFCC	A940529390	517 (Hrs)	
Generator No. 2	200DFAA	1930517914	900 (Hrs)	

All equipment was inspected @ Miami Spring Facility 8-7/2007

City of Miami Springs Utility Spare Parts Valuation Analysis

Item Description	Quantity	Engineer's Unit Price	Miami Spring Total Capital Cost
Cement & Cleaners			
PVC Cleaner Clear	2	16.27	32.54
PVC Glue	3	27.03	81.09
Quart Can Empty	3	1.43	4.29
Quart Can Brush	4	2.66	10.64
Pipe Dope Tefflon	2	11.65	23.30
0.5- Inch	6	1.02	6.12
6-Inch Gate Valve Key	3	41.47	124.41
Gate Valve Key 5-ft 2 Prong	2	16.42	32.84
Auger Coupling Key	5	2.64	13.20
PVC Pipe Cutter	1	53.93	53.93
Blade PVC Pipe Cutter	2	33.14	66.28
Curve Valve KEY 6-ft	3	27.50	82.50
Curve Valve KEY 3-ft	1	34.45	34.45
Copper Tubing Cutter	3	30.84	92.52
Subtotal			**$658.11**
Pipe & Fitting PVC			
0.5 -Inch	20	0.12	2.40
0.75 -Inch	400	0.20	80.00
1-Inch	200	0.52	104.00
1.5 -Inch	100	0.28	28.00
4-Inch	31	1.94	60.14
PVC C-90			
4-Inch	474	1.93	914.82
PVC Cap 4-Inch	47	2.00	94.00
90-Degree Elbow Slip			
0.5-Inch	86	0.14	12.04
.75-Inch	35	0.16	5.60
1-Inch	32	0.24	7.68
2-Inch	12	0.69	8.28
4-Inch	1	2.00	2.00
45-Degreee Elbow Slip	18	0.30	5.40
Elbow 90 PVC			
1-Inch	18	0.30	5.40
2-Inch	6	3.35	20.10
.75-Inch	3	0.21	0.63
Subtotal			**$1,350.49**
Pipe & Fitting Iron			
Bell Joint Leak Clamp	7	240.89	1,686.23
Subtotal			**$1,686.23**
Pipe Repair Clamps			
Hose Clamp	25	1.27	31.75
Subtotal			**31.75**
Rubber Goods & Special	5	1.85	
Diaphragx Repair Kit	5	9.21	46.05
Flapper Toilet			9.25
Subtotal			**$55.30**

City of Miami Springs Utility Spare Parts Valuation Analysis

Item Description	Quantity	Engineer's Unit Price	Miami Spring Total Capital Cost
Sewer Pipe Cleaning Machines			
Blade Auger	4	12.58	50.32
Jet Nozzle	3	149.77	449.31
Subtotal			**$499.63**
Pipe, Brass, Copper, Aluminum			
Copper Tubing			
1-Inch	90	2.23	200.70
.75-Inch	24	3.69	88.56
Pipe Copper Solid	200	0.31	62.00
Elbow 45 Copper	15	0.45	6.75
Coupling Copper Sweat	9	0.28	2.52
Female	5	1.30	6.50
Male	5	1.04	5.20
Subtotal			**$372.23**
Pipe, Cast Iron			
Ductile Iron Pipe	12	7.85	94.20
6-Inch	18	6.72	120.96
4-Inch	22	6.77	148.94
Subtotal			**$364.10**
Pipe, Plastic			
Tee Slip			
1-Inch	67	0.31	20.77
.75-Inch	78	0.53	41.34
Subtotal			**$62.11**
Pipe & Fitting Stainless Steel			
Tapping Sleeve	3	324.39	973.17
Subtotal			**$973.17**
Pipe Fitting, Brass & Copper			
Meter Coupling Brass			
2-Inch	10	28.40	284.00
1.5-Inch	4	6.95	27.80
3-Inch	123	4.33	532.59
1-Inch	23	5.93	136.39
Straight Coupling Brass			
.75-Inch	15	8.39	125.85
1-Inch	19	7.88	149.72
1-Inch Mueller	6	7.75	46.50
1-Inch Comp	24	9.19	220.56
2-Inch	2	19.79	39.58
Curb Stop Brass			
.75-Inch	15	21.10	316.50
.75-Inch Mueller	28	20.71	579.88
.75-Inch Mueller Lock Wing	24	16.54	396.96
1-Inch	5	23.07	115.35
1-Inch Comp	7	26.80	187.60
1-Inch Lock Wing	17	19.22	326.74
Part Union Straight	4	5.90	23.60

City of Miami Springs Utility Spare Parts Valuation Analysis

Item Description	Quantity	Engineer's Unit Price	Miami Spring Total Capital Cost
Bushing Brass			
1-Inch	11	8.98	98.78
1 by .75-Inch	32	1.39	44.48
Bushing Brass			
Part Union Brass	14	8.98	125.72
Elbow 90 Bend Brass			
.75-Inch	4	2.48	9.92
1-Inch	22	3.25	71.50
Nipple Brass			
.75 Inch	13	1.03	13.39
2 by 4-Inch	12	9.86	118.32
3-Inch	9	3.52	31.68
1- by 4-Inch	21	4.29	90.09
.75 by 6-Inch	7	4.43	31.01
.75 by 2-Inch	14	0.95	13.30
.75 by 3-Inch	26	2.14	55.64
.75 by 4-Inch	28	1.52	42.56
Bushing Hex Brass	12	0.64	7.68
Plug Brass Rised Nut			
1-Inch	4	3.64	14.56
3-Inch	7	6.75	47.25
Corp Stop Brass			
1-Inch	1	22.60	22.60
.75-Inch	7	14.90	104.30
1-Inch Comp	10	26.34	263.40
.75-Inch Comp	4	5.00	20.00
1-Inch	4	14.86	59.44
1-Inch Tapper	8	18.84	150.72
1-Inch	7	26.42	184.94
.75-Inch	9	20.00	180.00
Tee Brass			
2-Inch	8	18.26	146.08
1-Inch	4	5.60	22.40
.75-Inch	17	1.65	28.05
Elbow Straight 90 Brass	15	2.86	42.90
Elbow 90-Degree Brass	13	6.46	83.98
Coupling Brass			
1-Inch	22	2.88	63.36
.75-Inch	27	0.90	24.30
2-Inch	10	10.67	106.70
Subtotal			**$5,828.67**
Pipe Fitting Galvanized			
Nipple			
.5 by 3-Inch	5	0.38	1.90
.5 by 5-Inch	11	0.48	5.28
.75-Inch	9	0.64	5.76
.75 by 3-Inch	6	0.72	4.32
.75 by 3.5-Inch	12	0.89	10.68
.75 by 4-Inch	13	0.91	11.83
.75 by 5-Inch	2	1.17	2.34
.75 by 6-Inch	5	1.41	7.05
.75 by 8-Inch	3	2.38	7.14
.75 by 10-Inch	6	2.60	15.60

City of Miami Springs Utility Spare Parts Valuation Analysis

Item Description	Quantity	Engineer's Unit Price	Miami Spring Total Capital Cost
Pipe Fitting Galvanized			
.75 by 12-Inch	10	3.27	32.70
1-Inch	16	0.80	12.80
1 by 2-Inch	28	0.85	23.80
1-by 3-Inch	11	1.01	11.11
1 by 4-Inch	28	1.29	36.12
1 by 5-Inch	11	1.18	12.98
1 by 6-Inch	6	1.96	11.76
1.25 by 3-Inch	6	0.67	4.02
1.25 by 4-Inch	7	1.50	10.50
1.25 by 6-Inch	7	1.20	8.40
1.5 by 4-Inch	3	0.97	2.91
1.5 by 6-Inch	6	2.42	14.52
2 by 3-Inch	4	2.26	9.04
2 by 4-Inch	7	2.34	16.38
2 by 6-Inch	7	4.19	29.33
2 by 8-Inch	9	3.63	32.67
2 by 20-Inch	3	6.15	18.45
2 by 12-Inch	4	8.51	34.04
2.5 by 18-Inch	1	11.55	11.55
Elbow 90-Degree			
.75-Inch	30	1.10	33.00
1-Inch	18	1.91	34.38
1.25-Inch	3	1.25	3.75
1.5-Inch	15	1.82	27.30
2-Inch	12	6.00	72.00
Elbow Straight 90-Degree			
.75-Inch	15	1.67	25.05
1-Inch	17	2.34	39.78
2-Inch	5	8.05	40.25
Tee Galvanized			
.75-Inch	17	1.46	24.82
1-Inch	29	2.43	70.47
1.75-Inch	3	1.00	3.00
2-Inch	2	8.79	17.58
Cap Galvanized			
.75-Inch	4	0.88	3.52
1-Inch	3	1.09	3.27
1.5-Inch	10	0.77	7.70
Plug Galvanized			
.5-Inch	5	0.43	2.15
.75-Inch	4	1.43	5.72
1-Inch	10	0.92	9.20
2-Inch	2	2.15	4.30
Reducer	9	1.30	11.70
Bushing Hex Galvanized			
.75 by .5-Inch	12	0.72	8.64
2 by .75-Inch	7	1.83	12.81
1.5 by 1-Inch	4	2.68	10.72

City of Miami Springs Utility Spare Parts Valuation Analysis

Item Description	Quantity	Engineer's Unit Price	Miami Spring Total Capital Cost
Bushing Hex Galvanized			
1.5 by .75-Inch	5	2.20	11.00
2 by 1-Inch	2	2.89	5.78
MJ TEE DI			
4-Inch	3	39.14	117.42
6-Inch	1	65.97	65.97
MJ Sleeve DI	1	23.83	23.83
MJ Accessory Kit	7	10.50	73.50
Elbow MJ 90-Degree	2	36.60	73.20
Elbow MJ 45-Degree	3	48.33	144.99
Subtotal			**$1,391.78**
Pipe Fitting Plastic			
Clean Out Adapt	8	4.36	34.88
Bushing Adapter	20	2.31	46.20
Elbow 90			
.5 by 3/8-Inch	110	0.18	19.80
4-Inch	11	5.19	57.09
.75 by 3/8-Inch	50	0.19	9.50
WYE Long Sweep	3	9.17	27.51
Tee Sanitary	11	3.72	40.92
Coupling	3	0.50	1.50
Adapter			
4-Inch Female	8	2.65	21.20
4-Inch Male	11	2.56	28.16
.5-Inch	109	0.15	16.35
.75-Inch	17	0.20	3.40
1-Inch	73	0.25	18.25
1.5-Inch	32	1.00	32.00
2-Inch	21	0.49	10.29
.5-Inch	109	0.12	13.08
.75-Inch	14	0.14	1.96
1-Inch	36	0.18	6.48
2-Inch	5	0.50	2.50
1-5-Inch	24	0.51	12.24
Plug Clean Out Adapter			
4-Inch	25	1.33	33.25
4-Inch	1	1.70	1.70
Coupling Sleep			
.5-Inch	44	0.22	9.68
1-Inch	24	0.21	5.04
1.5-Inch	21	0.38	7.98
2-Inch	13	0.66	8.58
CAP			
.5-Inch	21	0.13	2.73
.75-Inch	25	0.21	5.25
Bushing			
.75 by 5-Inch	33	0.20	6.60
1.25 by .75-Inch	54	0.27	14.58
1 by .75-Inch	12	1.53	18.36
1 by .75-Inch Slip	34	2.96	100.64
1.5 by 1.25-Inch	6	1.33	7.98

City of Miami Springs Utility Spare Parts Valuation Analysis

Item Description	Quantity	Engineer's Unit Price	Miami Spring Total Capital Cost
Bushing			
1.5 by 1-Inch	21	0.27	5.67
1.25 by 1-Inch Slip	20	0.25	5.00
TEE			
1-Inch	53	0.51	27.03
.75-Inch	14	0.25	3.50
2 by 2 by .75-Inch	8	0.84	6.72
.5-Inch	2	0.22	0.44
WYE DWV	13	4.54	59.02
Dresser Couple	24	1.72	41.28
Elbow C-900	18	24.01	432.18
Tee Funny Pipe	54	0.55	29.70
Plug	25	0.31	7.75
Male Adapter Funny Pipe			
3/8 by 5-Inch	50	0.26	13.00
.75 by 3/8-Inch	25	0.22	5.50
Breaker Repair Kit	4	1.84	7.36
Elbow 45 C-900	33	23.74	783.42
WYE C-900	6	32.45	194.70
Elbow Straight 45 C-90	7	26.58	186.06
Elbow 45	7	7.00	49.00
Elbow 22.5	18	6.50	117.00
Sewer Saddle	1	1.00	1.00
Subtotal			**$2,601.01**
Pipe Fitting, Steel, Flanged			
MJ Accessory Kit			
4-Inch	1	5.39	5.39
6-Inch	2	5.13	10.26
12-Inch	1	100.00	100.00
MJ Tapping Valve	6	269.95	1,619.70
MJ Gate Valve			
8 to 2-Inch nut	2	50.00	100.00
4 to 2-Inch nut	3	209.47	628.41
MJ Elbow 45 DI	2	42.08	84.16
Gate Valve			
2-Inch	2	31.24	62.48
.75-Inch	26	10.83	281.58
1-Inch	10	7.10	71.00
1.5-Inch	3	19.62	58.86
Saddle	2	26.42	52.84
MJ DI Mega lug			
4-Inch	10	15.80	158.00
8-Inch	2	24.75	49.50
MY Foster Adapter			
4-Inch	1	53.00	53.00
6-Inch	2	50.00	100.00
Elbow MY 22 DI	8	34.35	274.80
Gasket Flanged Accessory Kit	12	4.78	57.36
Subtotal			**$3,767.34**

City of Miami Springs Utility Spare Parts Valuation Analysis

Item Description	Quantity	Engineer's Unit Price	Miami Spring Total Capital Cost
Pipe Repair Clamps Coupling			
Coupling			
.75-Inch	17	1.31	22.27
1-Inch	9	1.90	17.10
1.25 Inch	8	3.42	27.36
1.5 Inch	18	2.28	41.04
2-Inch	9	3.29	29.61
2-Inch (Hyrax)	6	64.20	385.20
4-Inch (Hymax)	2	104.09	208.18
Repair Clamp			
1 bolt .75 by 3-Inch	6	5.19	31.14
1 bolt 2 by 3-Inch	5	5.24	26.20
2 bolt .75 by 6-Inch	5	9.20	46.00
2 bolt .1 by 6-Inch	6	1.00	6.00
Full Circle Repair Clamp			
4 by 7.5-Inch	3	40.83	122.49
6 by 12-Inch	2	84.16	168.32
6 by 16-Inch	1	230.70	230.70
8-Inch	1	103.93	103.93
Dresser Coupling			
3-Inch	4	32.92	131.68
2-Inch	9	18.08	162.72
1.5 Inch	11	6.20	68.20
1.75 Inch	13	5.40	70.20
1-Inch GI	22	11.60	255.20
.75-Inch GI	32	11.04	353.28
2-Inch DI	7	40.75	285.25
.5-Inch GI	3	3.15	9.45
Saddle			
4 by 5-Inch	1	19.82	19.82
4 by 2-Inch	2	21.59	43.18
2 by 1-Inch	12	5.00	60.00
2 by .75-Inch	14	12.09	169.26
6 by 1-Inch	4	22.60	90.40
Fernco Coupling			
4 by 4-Inch	33	3.72	122.76
4 by 4-Inch Clay PVC	13	3.21	41.73
6 by 6-Inch Plastic	2	9.90	19.80
8 by 8-Inch DI	1	1.00	1.00
8 by 8-Inch PVC	2	15.23	30.46
4 by 4-Inch Clay	8	3.83	30.64
6 by 4-Inch Clay	23	8.78	201.94
6 by 6-Inch DI	5	11.14	55.70
Hymax	4	137.44	549.76
Subtotal			**$4,237.97**
Valves Bronze			
Hose	5	3.32	16.60
Subtotal			**$16.60**

City of Miami Springs Utility Spare Parts Valuation Analysis

Item Description	Quantity	Engineer's Unit Price	Miami Spring Total Capital Cost
Valves, Iron Body			
MJ Gate Valve	4	252.00	1,008.00
Subtotal			**$1,008.00**
Sewage & Sludge			
Pump Sewage	1	2764.50	2,764.50
Bird Cage	2	750.00	1,500.00
Backup Pump Controller	2	265.00	530.00
Subtotal			**4,794.50**
Demineralizers			
Rootx 2lb Jar	55	17.11	941.05
Subtotal			**941.05**
Meters, Water			
8 Gals	10	74.35	743.50
1-Inch	4	123.83	495.32
.5-Inch	3	165.47	496.41
2-Inch	1	283.51	283.51
100 gal	1	81.50	81.50
Meter Box Lid	40	4.00	160.00
Water Meter Washer Fiber			
1-Inch	1021	0.11	112.31
2-Inch	117	0.36	42.12
Valve Box & Water Cover	6	58.75	352.50
Water PMX Lens			
3-Inch	13	8.03	104.39
1-Inch	21	10.92	229.32
Meter Register Cover & Pin	23	5.45	125.35
Meter Retaining Ring	3	8.93	26.79
Subtotal			**3,253.02**
Meter & Concrete Boxes			
Meter Box 36 Body Concrete	32	18.03	576.96
Meter Box 66 Body Concrete	3	38.79	116.37
Meter Box 668 Cover Concrete	50	10.00	500.00
Meter Box 368 Cover Concrete	3	28.39	85.17
Meter Box 669 Insert Concrete	3	10.11	30.33
Meter Box 38 Body Concrete	1	41.74	41.74
Meter Box 388 Cover Concrete	2	14.61	29.22
Meter Box 388 Lid	1	36.52	36.52
Subtotal			**1,416.31**
Hydrants, Fire			
36-Inch	4	416.67	1,666.68
42-Inch	5	477.05	2,385.25
48-Inch	5	519.18	2,595.90
Hydrants Repair Kit			
Kennady	1	102.09	102.09
Centurion	3	1.00	3.00
Ciow Medallion	3	104.40	313.20
		Subtotal	**7,066.12**

City of Miami Springs Utility Spare Parts Valuation Analysis

Item Description	Quantity	Engineer's Unit Priee	Miami Spring Total Capital Cost
Wrenches			
Meter Box Lid Lifter	1	29.72	29.72
Subtotal			**29.72**
Water Quality Monitoring			
Water Sample Water	11	1.18	12.98
Subtotal			**12.98**
Lawn Equipment			
Sprinkler Systems / Parts			
Sprinkler			
12-Inch	13	7.60	98.80
4-Inch	22	7.89	173.58
4-Inch	13	12.93	168.09
Sprinkler Toro	56	1.64	91.84
Sprinkler Nozzle			
Half Circle	35	0.95	33.25
Quarter Circle	21	0.95	19.95
Full Circle	33	0.94	31.02
Diaphram Toro Valve			
2-Inch	1	26.14	26.14
5-Inch	2	15.43	30.86
Sprinkler Valve Box	4	6.37	25.48
Valve Solenoad			
2-Inch	2	64.79	129.58
1-Inch	3	28.03	84.09
Sprinkler Bubbler Nozzle	33	0.66	21.78
Sprinkler	26	9.44	245.44
Bushing	45	0.52	23.40
Sprinkler Toro			
2-Inch	2	26.37	52.74
3-Inch	19	1.77	33.63
Sprinkler RB Nozzle	32	2.07	66.24
Coil 24 V Sprinkler Valve	5	11.67	58.35
Raik Sensor Nelson	3	19.82	59.46
Blade Metal Abrasive			
14-Inch	13	8.98	116.74
12-Inch	16	3.72	59.52
Blade Concrete Abrasive			
14-Inch	16	8.67	138.72
12-Inch	2	3.71	7.42
Subtotal			**1,796.12**
Total Spare Parts Value			**$44,214.31**

EXHIBIT "D"

City Assignment of Rights and Interests

ASSIGNMENT OF RIGHTS AND INTERESTS

KNOW ALL MEN BY THESE PRESENTS, that CITY OF MIAMI SPRINGS, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "CITY", has granted, bargained, transferred, delivered and assigned to MIAMI-DADE WATER AND SEWER DEPARTMENT, a Department of Miami-Dade County, Florida, hereinafter referred to as "COUNTY", its successors and assigns, the following rights and interests of CITY:

- All rights, title and interest of CITY which it may possess in and to its privileges, licenses, authority and consent of every kind and description relating to the operation and maintenance of CITY'S Water and Sewer Systems located within the City limits of the City of Miami Springs, and in portions of the CITY'S sewer service area located within the Village of Virginia Gardens; all situated in Sections/Townships/Ranges: (13-53-40), (24-53-40), (25-53-40), (18-53-41), (19-53-41), (20-53-41) and (29-53-41) of Miami-Dade County, Florida.

- All dedicated rights-of-way whether by recorded or unrecorded plats or deed lying within the City Limits of the City of Miami Springs, and in portions of the CITY'S sewer service area located within the Village of Virginia Gardens; all situated in Sections/Townships/Ranges: (13-53-40), (24-53-40), (25-53-40), (18-53-41), (19-53-41), (20-53-41), and (29-53-41) of Miami-Dade County, Florida; on a non-exclusive basis.

- All such rights acquired by way of prescription, necessity, or otherwise, where CITY'S water and sewer facilities are located; on a non-exclusive basis.

- All easement rights set forth and described in the following recorded easement documents : Book 6383, Pages 290-292; Book 6556, Pages 694-695; Book 6832, Page 19; Book 6843, Page 269; Book 6967, Page 289; Book 8130, Pages 701-704, Book 8560, Pages 328-331; and Book 19922, Pages 175-178 within the City of Miami Springs or within portions of the Village of Virginia Gardens; on a non-exclusive basis.

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- All franchises of every character whatsoever, and all certificates (capable of transfer), immunities, privileges, permits, licenses, leaseholds, and all rights to construct, maintain and operate systems for the procuring, distribution and transmission of water and sewer of every nature whatever in connection therewith; and all renewals, extensions, additions or modifications of any of the foregoing capable of assignment and transfer by the CITY relating to the CITY Systems; on a non-exclusive basis.

- All rights, title and interest of CITY in and to any contracts or agreements with individual water or sewer customers and users of the services of the CITY.

- In addition to the foregoing, and despite the fact that the provisions contained herein may, in some instances, be sufficient, it is the intent of the City to provide the COUNTY with any and all appropriate additional legal instruments to grant, assign, or convey the rights to control, operate and maintain all City sewage pump stations and City lift stations. Some or all of the additional legal instruments may be on a non-exclusive basis.

All of the aforesaid transferred rights and interests shall be free and clear of all liens, encumbrances, bonds and indebtedness whatsoever, except that the City makes no representation or warranty as to instruments described herein that were provided by third parties. Notwithstanding the foregoing, the City is unaware of any claims, disputes or threats that would undermine the effectiveness of the aforesaid instruments or the rights or interests they confer upon the City.

In addition, all assigned rights and interests are subject to City planning, building and zoning regulations, ordinances and other restrictions, and all other present and future laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the specified rights and interests assigned by this instrument.

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IN WITNESS WHEREOF we have hereunto set our hand(s) and seal(s) this____ day of _____ 2008.

CITY OF MIAMI SPRINGS, a Florida Municipal Corporation

Signed, sealed and delivered in our presence:
(As to Both Signatories)

BY: _____
JAMES R. BORGMANN, City Manager

_____
*Print Name:*_____

Attest:_____
Magali Valls, City Clerk

_____
*Print Name:*_____

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STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me, this _____day of _____, 2008, by JAMES R. BORGMANN, City Manager and MAGALI VALLS, City Clerk, respectively, of the City of Miami Springs, Florida who is personally known to me or who has produced (TYPE OF IDENTIFICATION) _____ as identification and who acknowledged that they have executed this instrument for the purposes expressed..

WITNESS my hand and seal in the County and State aforesaid this _____day of _____2008.

_____
NOTARY PUBLIC, State of Florida

MY COMMISSION EXPIRES:

THIS INSTRUMENT PREPARED BY: JAN K. SEIDEN, ESQ.,
City Attorney, City of Miami Springs
150 Alhambra Circle, Suite #1150
Coral Gables, FL 33134
TEL: 305/858-0220

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REC 0000 PAGE 094

FEE SIMPLE DEED | PAPCO'S FORM 3% | PAPCO PUBLISHING CORPORATION MIAMI 36, FLORIDA

Fee Simple Deed

This Indenture, *Made this* 22nd *day of* AUGUST *, A. D. 19*69 .

BETWEEN ---THE BOARD OF PUBLIC INSTRUCTION OF DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of Florida, *of the County of* Dade *and State of* Florida

party *of the first part, and* CITY OF MIAMI SPRINGS,

of the County of Dade *and State of* Florida

party *of the second part, WITNESSETH, that the said party* *of the first part, for and*

in consideration of the sum of --TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION---------- ~~Dollars,~~ *to* it *in hand paid, the receipt whereof is hereby acknowledged, has*

granted, bargained, sold and transferred, and by these presents do es *grant, bargain, sell and*

transfer unto the said party *of the second part and* its successors ~~heirs~~ *and assigns*

forever, all that certain parcel of land lying and being in the County of Dade ,

and State of Florida *, more particularly described as follows:*

A portion of the Southwest 1/4 of Section 20, Township 53 South, Range 41 East being more particularly described as follows: COMMENCE at the Northwest corner of the Southwest 1/4 of said Section 20; thence proceed due South on an assumed bearing along the West line of said Southwest 1/4 of Section 20 for 739.65 feet; thence proceed South 89 degrees 28 minutes 30 seconds East for 35 feet; thence proceed North parallel to the West line of said Southwest 1/4 of Section 20 for 39.94 feet to the Southerly right of way of Eastward Drive as shown on the Plat of FOUST SUBDIVISION, recorded in Plat Book 46, at Page 31, of the Public Records of Dade County, Florida; thence proceed South 89 degrees 20 minutes 23 seconds East along the Southerly right of way of said Eastward Drive for 415 feet; thence continue South 89 degrees 20 minutes 23 seconds East along the last mentioned course for 44.03 feet to a point on the West line of an alley as shown on the said Plat of FOUST SUBDIVISION; thence proceed South 0 degrees 03 minutes 15 second West along the West line of said alley for 824.88 feet to the Point of Beginning of the parcel hereinafter described; thence continue South 0 degrees 03 minutes 15 seconds West along the last-mentioned course for 75.00 feet; thence proceed North 89 degrees 28 minutes 30 seconds West for 43.17 feet to a point, said point being 450 feet East of the West line of the Southwest 1/4 of said Section 20; thence proceed North parallel to the West line of the Southwest 1/4 of said Section 20 for 75.00 feet; thence proceed South 89 degrees 28 minutes 30 seconds East for 43.24 feet to the POINT OF BEGINNING: lying and being in the City of Miami Springs, Dade County, Florida, and all being subject to proportionate measure.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, reminder and easement thereto belonging or in anywise appertaining: TO HAVE AND TO HOLD the same in fee simple forever

IN WITNESS WHEREOF THE BOARD OF PUBLIC INSTRUCTION OF DADE COUNTY, FLORIDA, has caused this deed to be executed by and through its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed on the day and year first above written.

Signed, Sealed and Delivered in our Presence:

Paula J. Richardson

Virginia S. Carter

THE BOARD OF PUBLIC INSTRUCTION OF DADE COUNTY, FLORIDA (SEAL)

(SEAL)

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State of Florida,

County of Dade,

I Hereby Certify *that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,* G. HOLMES BRADDOCK and E. L. WHIGHAM, respectively Chairman and Secretary of The Board of Public Instruction of Dade County, Florida, *to me well known to be the persons described in and who executed the foregoing deed, and acknowledged before me that* they *executed the same freely and voluntarily for the purpose therein expressed.*

And I Further Certify, *That the said* , *known to me to be the wife of the said* , *on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.*

Witness *my hand and official seal at* Miami, *County of* Dade *and State of* Florida, *this* 22nd *day of* August, *A.D. 19* 69.

My commission expires:
NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JUNE, 17, 1973

Virginia S. Carter
Notary Public, State of Florida.

PAPCO FORM 395 RECORD

Fee Simple Deed

E. B. LEATHERMAN
CLERK CIRCUIT COURT
TO DADE CO. FLA.

Dated

ABSTRACT OF DESCRIPTION

State of Florida
County of 5 1969
and duly recorded in Oldock M., *this* 5 1969 *day of* at M., *Instrument was filed for record, and being duly acknowledged and proven to have recorded the same on* Page 69 *of Book* 69 *of the Public Records of Dade County.*

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Circuit Court of the Judicial Circuit of said State, in and for said County.

Clerk

D. C.

PAPCO PUBLISHING CORPORATION MIAMI, FLORIDA

69R155965

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
COMPTROLLER
SEP-5'69
P.B. 10522
00.30

DADE COUNTY
142046

FLORIDA
DOCUMENTARY SUR TAX
SEP-5'69
P.B. 10522
00.55

075027

76

70R159436 '70 SEP 8 PM 3:09 REC 6967 PAGE 289

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30

6C

DEDICATION

This is to certify that SAM RICCOBONO and JOSEPHINE RICCOBONO, his wife, are the owners in fee simple of the following described property located in Dade County, Florida:

The Southerly 16 feet of Lot 11, Block 7, Foust Subdivision, Section 20, Township 53 South, Range 41 East, as recorded in Plat Book 46, at Page 31, of the Public Records of Dade County, Florida.

They hereby dedicate to the City of Miami Springs, a municipal corporation, for public use forever the said above described property. Such use to include, but not be limited to, use as a right of way or alley for vehicular or other traffic and for construction and maintenance of sanitary sewer, storm drainage, water and utility lines.

In witness whereof they have hereunto set their hands and seals this 19th day of May, 1970.

Signed, sealed and delivered in presence of:

Morton M. Beigel — S.R. Sam Riccobono (Seal)

Lester Levine — J.R. Josephine Riccobono (Seal)

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

SAM RICCOBONO and JOSEPHINE RICCOBONO, his wife,

to me well known to be the persons described in and who executed the foregoing instrument, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at Miami, County of Dade, and State of Florida, this 19th day of May, A.D. 1970.

My commission expires: 2/1/73

Morton M. Beigel
Notary Public, State of Florida at Large

STATE OF FLORIDA DOCUMENTARY STAMP TAX COMPTROLLER SEP-8'70 P.B. 10522 00.30

DADE COUNTY 2 0 0 9 8 7

117586

FLORIDA DOCUMENTARY SUR TAX SEP-8'70 P.B. 10827 00.55

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA. RECORD VERIFIED
E. B. LEATHERMAN
CLERK CIRCUIT COURT

NOTARY PUBLIC

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The party of the first part does hereby warrant that it has good title to the above described property and that it has full power and authority to grant this easement.

IN WITNESS WHEREOF the party of the first part has caused this instrument to be signed in its name by its Director, and its seal impressed thereon, attested by its Secretary, all as of the day and year first above written.

DEPARTMENT OF WATER AND SEWERS
OF THE CITY OF MIAMI

F.P.

By: Garrett Sloan
Director

Witnesses:

Florette Fowler

Irma J. Smiley

ATTEST:

By: Gordon Boddington
Secretary

State of Florida, County of Dade.
This instrument was filed for record the 28 day of Apr 1969 at 2:23 A.M. and duly recorded in OFFICIAL RECORDS Book 6383 on Page 290 File# 69R 76830
E. B. LEATHERMAN
Clerk Circuit Court
By [signature] D.C.

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, GARRETT SLOAN and GORDON BODDINGTON, Director and Secretary, respectively, of the DEPARTMENT OF WATER AND SEWERS OF THE CITY OF MIAMI, an agency and instrumentality of the City of Miami, a municipal corporation existing under the laws of the State of Florida, to me well known to be the persons described in and who executed the foregoing instrument in behalf of the DEPARTMENT OF WATER AND SEWERS OF THE CITY OF MIAMI, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed, and possess lawful power to so do.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 19th day of March, 1969.

Florette Fowler
Notary Public, State of Florida
at Large

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My Commission expires:

January 17, 1972

This instrument prepared by:
Franklin Parson
3575 So. LeJeune Road
Miami, Florida 33133

GRANT OF EASEMENT

THIS INDENTURE made this 19th day of March, 1969, between the DEPARTMENT OF WATER AND SEWERS OF THE CITY OF MIAMI, an agency and instrumentality of the City of Miami, Florida, a municipal corporation of the State of Florida, party of the first part, and THE CITY OF MIAMI SPRINGS, a municipal corporation of the State of Florida, whose address is 201 Westward Drive, Miami Springs, Florida, 33166, party of the second part;

W I T N E S S E T H:

THAT the party of the first part, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, hereby grants, gives and conveys to the party of the second part, its successors and assigns, forever, an easement exclusively for the purpose of installing and maintaining a sewage pumping station on the real estate situated in Dade County, Florida, and particularly described as follows, to wit:

"Commencing at a point on the east right-of-way line of Eldron Drive at the southwest corner of Tract B, Block 140, of the 'Revised Plat of Portion of Section 2 of COUNTRY CLUB ESTATES', as recorded in Plat Book 34, Page 40, of the Public Records of Dade County, Florida, run northward along the east right-of-way line of said Eldron Drive a distance of 650.0 feet to the point of beginning; thence run eastward at 90 degrees to Eldron Drive a distance of twenty (20) feet; thence run northward parallel to Eldron Drive a distance of thirty (30) feet; thence run westward at 90 degrees to Eldron Drive a distance of twenty (20) feet to a point on the east right-of-way line of Eldron Drive; thence run southward thirty (30) feet to the point of beginning".

79

STATE OF FLORIDA
DOCUMENTARY STAMP TAX

"A temporary construction easement measuring thirty (30) feet east and west by fifty (50) feet north and south, extending ten (10) feet to the north, east and south from the boundary of the above described permanent easement. This temporary easement shall become void upon completion of the sewage pumping station to be built in the permanent easement".

By its acceptance of the easement herein granted, the party of the second part agrees to be bound by the following terms and conditions:

1. That the party of the second part will save the party of the first part harmless from any and all claims, suits or demands, which may arise from the use of this land by the party of the second part.

2. That the party of the second part will carry adequate public liability and property damage insurance to protect itself and party of the first part from any claims or demands or suits which might arise as a result of the use of this land by the party of the second part.

3. That the party of the second part will pay any or all taxes assessed against the property herein described because of its use by party of the second part.

4. That in the event party of the second part shall fail to construct the sewage pumping station within five (5) years from the date hereof or shall discontinue the use of the sewage pumping station on the real estate above described after the pumping station shall have been constructed, this easement grant shall become null and void and title to the sewage pumping station, together with any appurtenances thereto, installed and maintained upon the land hereinabove described shall revert to party of the first part.

80

70R 72551 '70 APR 23 AM 11:57 REC 6832 PAGE 19

30

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That WILBUR E. ELSASSER and BERTHA ELSASSER, his wife, Grantors, do hereby grant to the CITY OF MIAMI SPRINGS, FLORIDA, a municipal corporation, Grantee, a permanent easement and right of way, including the right to enter upon the real estate hereinafter described, at any time that it may see fit, and construct, maintain, and repair underground pipe lines or mains, over, across, through and under the lands described as follows and located in Dade County, Florida, to-wit:

> East ten feet of Lot 22, Block 56, CINEMA PARK ADDITION TO COUNTRY CLUB ESTATES, according to the plat thereof, recorded in Plat Book 17, at Page 2, of the Public Records of Dade County, Florida.

In consideration of said Grant, the CITY OF MIAMI SPRINGS, FLORIDA, agrees to construct such pipe lines or mains at a sufficient depth to not interfere with the Grantor's use and enjoyment of said property.

IN WITNESS WHEREOF, the Grantors have hereunto caused this instrument to be executed this 13 day of February 1970.

Signed, sealed, and delivered in our presence:

Cathy Cooley

Lee a Tyler

Wilbur E. Elsasser
WILBUR E. ELSASSER

Bertha Elsasser
BERTHA ELSASSER

STATE OF FLORIDA)
: SS.
COUNTY OF DADE)

DOCUMENTARY SUR TAX FLORIDA APR 23 '70 P.B. 10827 00.55

I HEREBY CERTIFY that on this day personally appeared before me an officer duly authorized in the state and county last aforesaid, to take acknowledgments, WILBUR E. ELSASSER and BERTHA ELSASSER, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 13 day of February 1970.

Angela M. McKinney
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

81

70R 79146 '70 MAY 4 PM 2:17 OFF REC 6843 PAGE 269

Prepared by City Attorney Paul G. Hyman, 228 N. E. 2nd Avenue, Miami, Florida

.30 311 .55

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That J & M MANAGEMENT CORP., a Florida corporation, Grantor, does hereby grant to the CITY OF MIAMI SPRINGS, FLORIDA, a municipal corporation, Grantee, a permanent easement and right of way, including the right to enter upon the real estate hereinafter described, at any time that it may see fit, and construct, maintain, and repair underground pipe lines or mains, over, across, through, and under the lands described as follows, and located in Dade County, Florida, to-wit:

> North 15 feet of Lot 13, Block 141, COUNTRY CLUB ESTATES SECTION NO. 2, according to the plat thereof as recorded in Plat Book 10, at Page 79, of the Public Records of Dade County, Florida.

In consideration of said Grant, the CITY OF MIAMI SPRINGS, FLORIDA, agrees to construct such pipe lines or mains at a sufficient depth to not interfere with the Grantor's use and enjoyment of said property.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Easement to be signed in its name by its President, and its corporate seal affixed this 11 day of February 1970.

Signed, sealed, and delivered in our presence:

Lee a Tyler

Raymond Eaves

J & M MANAGEMENT CORP.
a Florida corporation

By: Myron Retzky
President

CORPORATE SEAL:

J & M MANAGEMENT CORP. CORPORATE SEAL 1966 FLORIDA

STATE OF FLORIDA)
::SS.
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid, to take acknowledgments, personally appeared Myron Retzky, to me known to be the person described as President of J & M MANAGEMENT CORP., a Florida corporation, in and who executed the foregoing instrument, and acknowledged before me that that person executed the foregoing instrument in the name of and on behalf of that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing instrument is the act and deed of that corporation.

82

WITNESS my hand and official seal in the county and state last

'73 FEB 15 AM 11:43 REC 8130 PG 701

73R 38481

17A 55

3.0

GRANT OF EASEMENT

THIS INDENTURE made this 2nd day of January, 1973, between Otto Bradley, Jr. and Phyllis A. Bradley, his wife, and henceforth known as Grantors, and the City of Miami Springs, a municipal corporation of Dade County, Florida, Grantee:

WHEREAS, Grantors are the owner of a parcel of land described as:

> Lot 1, Rancho Panfilo, as recorded in the Public Records of Dade County, Florida in Plat Book 56, at Page 40;

and,

WHEREAS, it is desirable that a utility easement be granted under, through and across a certain portion of the parcel of land hereinafter described, for the purpose of constructing and providing access to the City of Miami Springs for a Storm Sewer Catch Basin for storm water drainage; and

WHEREAS, Grantors have agreed, in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid to them by the Grantee, to grant to the Grantee an easement under, through and across the land hereinafter described for the purpose of constructing and maintaining storm water drainage facilities and other municipal facilities under a portion of the parcel of land hereinafter described,

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other valuable considerations, Grantors do hereby give, grant, and quit claim to the Grantee, City of Miami Springs, Florida, an easement for the City of Miami Springs, limited to storm water drainage pipes, water pipes, water transmission lines, sewer service transmission line, and conduits and connecting lines and Storm Sewer Catch basin; and Grantors do further grant to the Grantee, the perpetual right, privilege and authority to construct, operate and maintain the said conduits and pipes under, through and across the following described property in Dade County, Florida, to-wit:

> A uniform strip of land being twenty (20) feet in width being the West ten feet of Lot 1, Rancho Panfilio, running from South Royal Poinciana Boulevard to the Miami Canal, said Subdivision according to the plat thereof, as recorded in Plat Book 56 at Page 40 of the Public Records of Dade County, Florida.

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It is the intention that the easement herein granted shall be underground only, and that the City of Miami Springs shall have all reasonable access to the construction and maintenance

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
RICHARD P. BRINKER,
CLERK CIRCUIT COURT

of the pipes, lines and Storm Sewer Catch basin on that portion of the real property that is the subject of this easement; and that the Grantors may utilize the surface above the easement for the parking of motor vehicles in conjunction with the improvements on the real property of which the easement is a portion.

It is agreed that the Grantors shall have the right, privilege and authority at any time to tap into and hook up into any and all storm water drainage facilities constructed on the easement by the City of Miami Springs for Grantor's property drainage at the Grantor's expense with prior written approval of the plans and specifications to be approved by the City of Miami Springs City Administrator prior to the commencement of any construction.

IN WITNESS WHEREOF, the said Otto Bradley, Jr. and Phyllis A. Bradley, his wife, have hereunto set their hands and seals this 9th day of January, 1973.

Signed, sealed and delivered in the presence of:

Otto Bradley, Jr. (L.S.)
Otto Bradley, Jr.

Phyllis A. Bradley (L.S.)
Phyllis A. Bradley

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority duly qualified to take acknowledgments, this day personally appeared OTTO BRADLEY, JR. and PHYLLIS A. BRADLEY, his wife, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they acknowledged the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal this 9th day of January, 1973.

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 26, 1974
BONDED THRU FRED W. DIESTELHORST

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 26, 1974
BONDED THRU FRED W. DIESTELHORST

COUNTY 07350
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
FEB 15 '73
P.B. 11862
00.30

14886
FLORIDA
DEPT. OF REVENUE
FEB 15 '73
P.B. 10832
DOCUMENTARY SUR TAX
00.55

84

'73 FEB 15 AM 11 43 OFF REC 8130 PG 703

73R 38485

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(30)

GRANT OF EASEMENT

THIS INDENTURE made this 7th day of February, 1973, between Santeiro-Mendoza Realty Company, Grantors, and the City of Miami Springs, a municipal corporation of Dade County, Florida, Grantee:

WHEREAS, Grantors are the owner of a parcel of land described as:

> Lots 3, 4, 5 and the NW 25.0 feet of Lot 6, Block 44, CINEMA PARK, according to the Plat thereof as record-in Plat Book 17, at Page 2, of the Public Records of Dade County, Florida;

and,

WHEREAS, it is desirable that a utility easement be granted under, through and across a certain portion of the parcel of land hereinafter described, for the purpose of constructing and providing access to the City of Miami Springs for a Storm Sewer Catch Basin, and Storm Water drainage; and

WHEREAS, Grantors have agreed, in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid to them by the Grantee, to grant to the Grantee an easement under, through and across the land hereinafter described for the purpose of constructing and maintaining storm water drainage facilities and other municipal facilities under a portion of the parcel of land hereinafter described.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other valuable considerations, Grantors do hereby give, grant, and quit claim to the Grantee, City of Miami Springs, Florida, an easement for the City of Miami Springs, limited to storm water drainage pipes, water pipes, water transmission lines, sewer service transmission line, and conduits and connecting lines and Storm Sewer Catch Basin; and Grantors do further grant to the Grantee, the perpetual right, privilege and authority to construct, operate and maintain the said conduits and pipes under, through and across the following described property in Dade County, Florida, to-wit:

> A uniform strip of land being twenty-five feet in width, being the NE 1/2 of Lot 3, Block 44, CINEMA PARK, running 175 feet from Swallow Drive to the Miami Canal, said Subdivision according to the Plat thereof, as recorded in Plat Book 17, at Page 2, of the Public Records of Dade County, Florida.

It is the intention that the easement herein granted shall be underground only, and that the City of Miami Springs shall have all reasonable access to the construction and maintenance of the pipes, lines and Storm Sewer Catch Basin on that portion of the real property that is the subject of this ease-

85

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
RICHARD P. BRINKER,
CLERK CIRCUIT COURT

driveway and/or for the partial parking of motor vehicles in conjunction with the improvements on the real property of which the easement is a portion.

It is agreed that the Grantors shall have the right, privilege and authority at any time to tap into and hook up into any and all storm-water drainage facilities constructed on the easement by the City of Miami Springs for Grantor's property drainage at the Grantor's expense with prior written approval of the plans and specifications to be approved by the City Administrator of the City of Miami Springs, prior to the commencement of any construction.

IN WITNESS WHEREOF, the said officers, being President and Secretary respectively of Santeiro-Mendoza Realty Company, Grantors, have hereunto set their hands and seals this 7th day of February, 1973.

Signed and sealed in the presence of:

SANTEIRO-MENDOZA REALTY CO.

Lee A. Tyler

Luis R. Santeiro (Seal)
Luis R. Santeiro, President

Joseph Sanchez

Fernando G. Mendoza (Seal)
Fernando G. Mendoza, Secretary

STATE OF FLORIDA)

COUNTY OF DADE)

BEFORE ME, the undersigned authority duly qualified to take acknowledgements, this day personally appeared LUIS R. SANTEIRO, and FERNANDO G. MENDOZA, President and Secretary of SANTEIRO-MENDOZA REALTY COMPANY, respectively, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they acknowledged the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal this 7th day of February, 1973.

Mabel I. Huffman
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 17, 1973
BONDED THRU FRED W. DIESTELHORST

148365

FLORIDA DEPT. OF REVENUE FEB 15 '73 P.B. 10832
DOCUMENTARY SUR TAX 00.55

86

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE FEB 15 '73 P.B. 00.30

DADE COUNTY 73502

74K 8749

'74 JAN 11 AM 10:02

30 OFF REC 8560 PG 328 55

GRANT OF EASEMENT

THIS INDENTURE made this 17th day of January, 1973, between the DEPARTMENT OF WATER AND SEWERS OF THE CITY OF MIAMI, an agency and instrumentality of the City of Miami, Florida, a municipal corporation of the State of Florida, party of the first part, and THE CITY OF MIAMI SPRINGS, a municipal corporation of the State of Florida, whose address is 201 Westward Drive, Miami Springs, Florida, 33166, party of the second part;

W I T N E S S E T H:

THAT the party of the first part, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, hereby grants, gives and conveys to the party of the second part, its successors and assigns, forever, an easement exclusively for the purpose of installing and maintaining a sewage pumping station on the real estate situated in Dade County, Florida, and particularly described as follows, to wit:

"A Parcel of land lying in TRACT A, of the plat, MIAMI WELLS, as recorded in Plat Book 34 at Page 79 of the Public Records of Dade County, Florida, more particularly described as follows: COMMENCE at a point of intersection of the North and West boundary of said TRACT A; thence SOUTH on an assumed bearing along said West boundary and its Northerly extension for 304.99 feet; thence EAST for 10.00 feet to the Point of Beginning of said Parcel of land; thence continue EAST for 20.00 feet; thence SOUTH for 30.00 feet; thence WEST for 20.00 feet; thence NORTH 30.00 feet to the Point of Beginning."

SURTAX 00.55 FLORIDA JAN 11 '74 P.O. 11069 DEPT. OF INSURANCE

66220

By its acceptance of the easement herein granted, the party of the second part agrees to be bound by the following terms and conditions:

1. That the party of the second part will save the party of the first part harmless from any and all claims, suits or demands, which may arise from the use of this land by the party of the second part.

2. That the party of the second part will carry adequate public liability and property damage insurance to protect itself and party of the first part from any claims or demands or suits which might arise as a result of the use of this land by the party of the second part.

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3. That the party of the second part will pay any or all taxes

assessed against the property herein described because of its use by party of the second part.

4. That in the event party of the second part shall fail to construct the sewage pumping station within five (5) years from the date hereof or shall discontinue the use of the sewage pumping station on the real estate above described after the pumping station shall have been constructed, this easement grant shall become null and void and title to the sewage pumping station, together with any appurtenances thereto, installed and maintained upon the land hereinabove described shall revert to party of the first part.

The party of the first part does hereby warrant that it has good title to the above described property and that it has full power and authority to grant this easement.

IN WITNESS WHEREOF the party of the first part has caused this instrument to be signed in its name by its Director, and its seal impressed thereon, attested by its Secretary, all as of the day and year first above written.

DEPARTMENT OF WATER AND SEWERS
OF THE CITY OF MIAMI

By: Garrett R. Sloan
Director

Witnesses:

Flourette Fowler

Walter E. Sinn

ATTEST:

By: Gordon Boddington
Secretary

STATE OF FLORIDA)
) ss
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, GARRETT SLOAN and GORDON BODDINGTON, Director and Secretary, respectively, of the DEPARTMENT OF WATER AND SEWERS OF THE CITY OF MIAMI, an agency and instrumentality of the City of Miami, a municipal corporation existing under the laws of the State of Florida, to me well known to be the persons described in and who executed the foregoing instrument in behalf of the

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DEPARTMENT OF WATER AND SEWERS OF THE CITY OF MIAMI, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed, and possess lawful power to so do.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 17th day of January, 1973.

Florette Fowler
Notary Public, State of Florida at Large

My Commission expires:

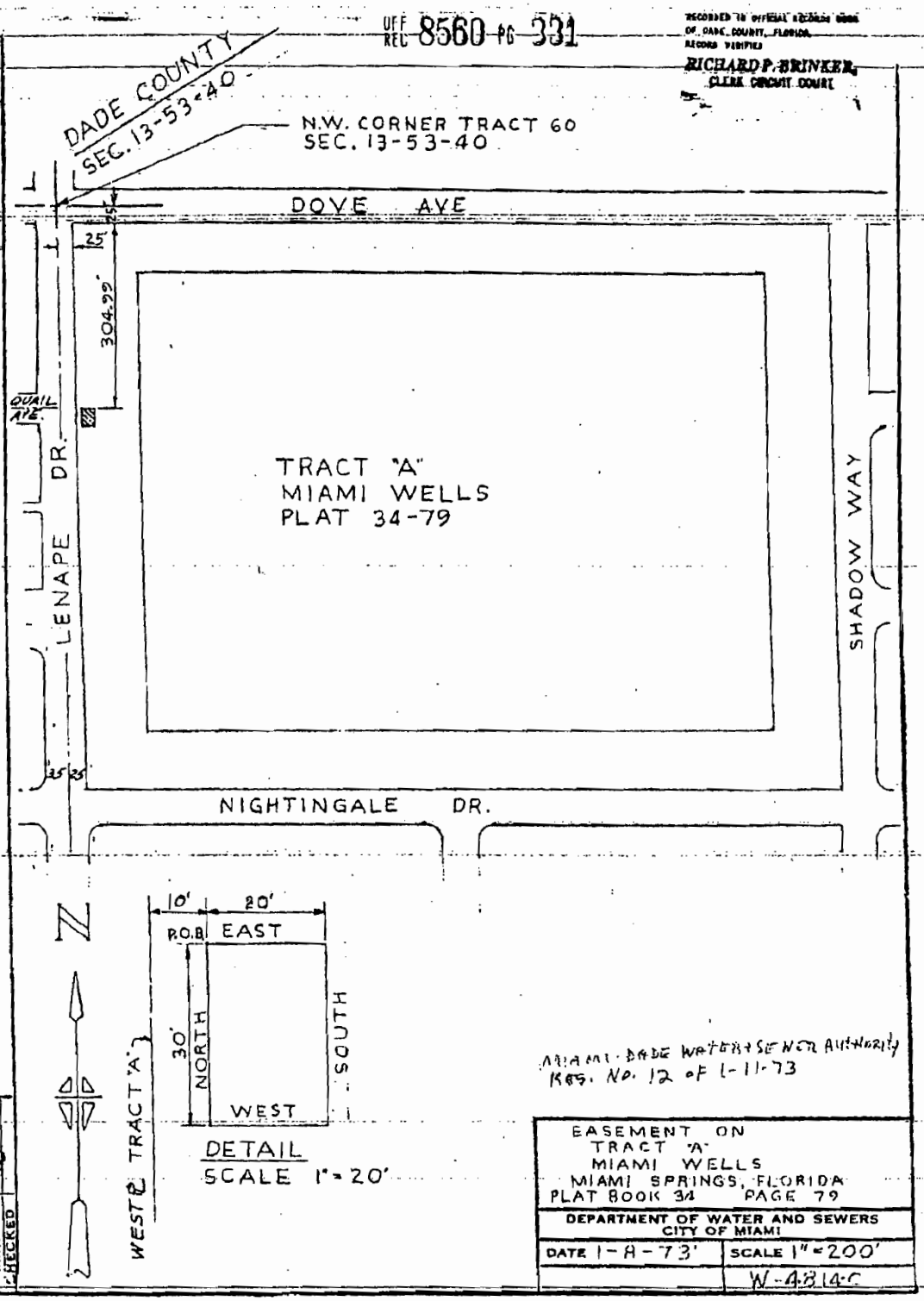
January 17, 1976

This instrument prepared by:
Walter K. Brown
3575 South LeJeune Road
Miami, Florida 33133

89

OFF REC 8560 PG 331

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA RECORD VERIFIED
RICHARD P. BRINKER, CLERK CIRCUIT COURT



MIAMI-DADE WATER & SEWER AUTHORITY
RES. NO. 12 OF 1-11-73

EASEMENT ON
TRACT "A"
MIAMI WELLS
MIAMI SPRINGS, FLORIDA
PLAT BOOK 34 PAGE 79

DEPARTMENT OF WATER AND SEWERS
CITY OF MIAMI

DATE 1-8-73	SCALE 1" = 200'
	W-4814-C

DRAWN
CHECKED

90

OFF. REC BK.

19922PG1975

01R529817 2001 SEP 27 10:10

E A S E M E N T

THE UNDERSIGNED in consideration of the payment of TEN ($10.00) DOLLARS and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to the *CITY OF MIAMI SPRINGS, its licensees agents, successors, and assigns, an easement forever for the construction, operation and maintenance of sewer lines, connections, equipment and all other required facilities to be installed from time to time, with the right to reconstruct, improve, add to, enlarge, change, maintain, and remove such facilities, or any of them, within the easement described as follows:

SEE SKETCH OF EASEMENT AND LEGAL DESCRIPTION THEREOF ATTACHED HERETO AS EXHIBIT "A".
FOLIO NO: 26-3025-001-0120

Together with the right to permit any other person, firm or corporation to connect with any facilities hereunder and lay additional lines or other facilities within the easement and to operate the same for health, safety and welfare purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or intrude into the lines of the utility systems; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets, or highways adjoining or through said property.

* City of MIAMI SPRINGS
201 WESTWARD DR.
MIAMI SPRINGS FL 33166

DDCSTPDEE 0.60 SURTX
HARVEY RUVIN, CLERK DADE COUNTY,

91

OFF. REC BK.

19922PG1976

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on this 4th day of May, 2001.

Signed, Sealed and Delivered in the presence of:

STARS & STRIPES SELF STORAGE LTD.
Corporate Name

BY:
Print Name: JOHN BERG
Title: VICE-PRESIDENT
Address: 1645 PALM BEACH LAKES BLVD.
WEST PALM BEACH, FL 33401

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared JOHN BERG who being first duly sworn by me, and who produced HIS (Driver's License) as identification, and who has signed the foregoing document for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 4 day of May 2001.

Jacquelin DuBrucq
My Commission CC902798
Expires January 17 2004

NOTARY PUBLIC, State of Florida at

MY COMMISSION EXPIRES:
1/17/04

THIS INSTRUMENT PREPARED BY:
Jan K. Seiden, Esq.
Assistant City Attorney for City of Miami Springs
2250 SW 3rd Avenue, 5th Floor
Miami, FL 33129

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My Home

miamidade.gov

ACTIVE TOOL: SELECT

Show Me:

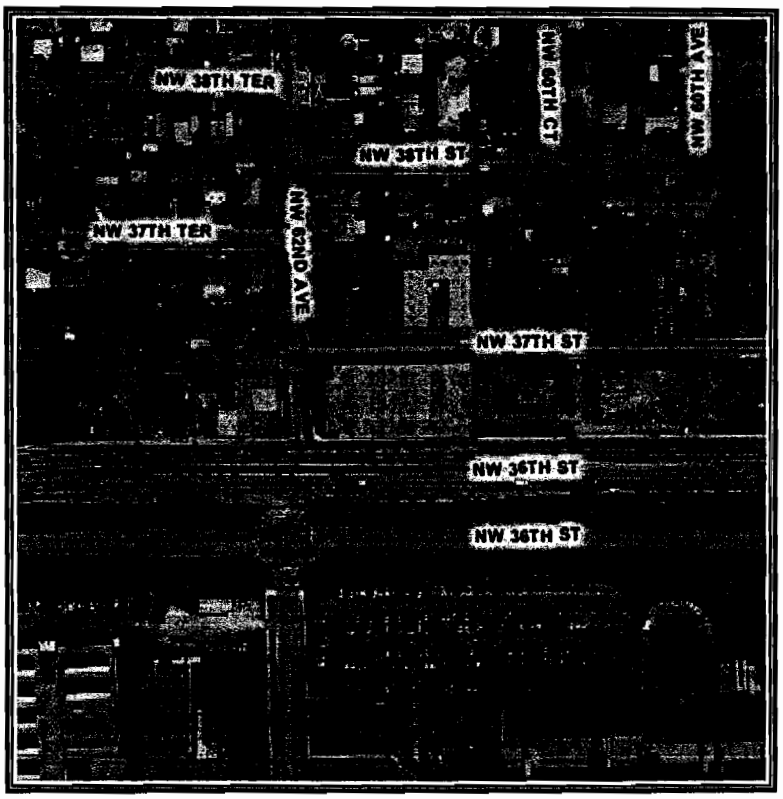
Property Information

Search By:

Select Item

Text only

Property Appraiser Tax Estimator



Digital Orthophotography - 2007

0 129 ft

Summary Details:

Folio No.:	26-3025-001-0120
Property:	6113 NW 36 ST
Mailing Address:	VALUE STORE IT VIRGINIA GARDENS 9101 NW 7 AVE MIAMI FL 33150-2001

Property Information:

Primary Zone:	6600 LIBERAL COMMERCIAL
CLUC:	0037 WAREHOUSE OR STORAGE
Beds/Baths:	0/0
Floors:	4
Living Units:	0
Adj Sq Footage:	108,600
Lot Size:	42,133 SQ FT
Year Built:	2002
Legal Description:	25 53 40 .967 AC FLA FRUIT LAND CO PB 2-17 N140FT OF TR 12 LESS E1020FT LOT SIZE 42133 SQ FT COC 25879-0419 08 2007 1

Sale Information:

Sale O/R:	25879-0419
Sale Date:	8/2007
Sale Amount:	$8,575,000

Assessment Information:

Year:	2007	2006
Land Value:	$1,263,990	$1,263,990
Building Value:	$7,236,010	$6,546,675
Market Value:	$8,500,000	$7,810,665
Assessed Value:	$8,500,000	$7,810,665
Total Exemptions:	$0	$0
Taxable Value:	$8,500,000	$7,810,665

Additional Information:

Click here to see more information for this property:
Community Development District
Community Redevelopment Area
Empowerment Zone
Enterprise Zone
Land Use

My Home | Property Information | Property Taxes | My Neighborhood | Property Appraiser

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If you experience technical difficulties with the Property Information application, or wish to send us your comments, questions or suggestions please email us at Webmaster.

Web Site
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OFF. REC BK:

EXHIBIT "A"

19922 PG 1977

(SHEET 1 OF 2)

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

(SANITARY SEWER PUMP STATION EASEMENT)

LEGAL DESCRIPTION:

A PORTION OF THE NORTH 140 FEET OF TRACT 12, LYING IN THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SECTION 25, TOWNSHIP 53 SOUTH, RANGE 40 EAST, LESS THE EAST 1020 FEET THEREOF, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, AT PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SAID SECTION 25; THENCE SOUTH 00°00'00" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E. ¼) OF SAID SECTION 25, A DISTANCE OF 1319.61 FEET; THENCE SOUTH 88°46'02" EAST A DISTANCE OF 15.02 FEET; THENCE CONTINUE SOUTH 88° 46'02" EAST, ALONG THE NORTH LINE OF SAID TRACT 12, A DISTANCE OF 285.82 FEET; THENCE SOUTH 00°01'14" WEST, ALONG THE WEST LINE OF THE EAST 1020 FEET OF SAID TRACT 12, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°01'14" WEST ALONG THE WEST LINE OF THE EAST 1020 FEET OF SAID TRACT 12, A DISTANCE OF 18.33 FEET; THENCE NORTH 88°15'36" WEST, A DISTANCE OF 9.38 FEET; THENCE NORTH 01°40'47" WEST, A DISTANCE OF 17.61 FEET; THENCE SOUTH 88°46'02" EAST, ALONG A LINE PARALLEL WITH, AND 10.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID TRACT 12, A DISTANCE OF 9.87 FEET TO THE POINT OF BEGINNING.

ALL OF THE FOREGOING LYING IN THE VILLAGE OF VIRGINIA GARDENS, MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. THIS MAP IS NOT A SURVEY
2. LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED FOR EASEMENTS, RIGHTS-OF-WAY OR ANY OTHER MATTERS OF RECORD.
3. BEARINGS BASED ON AN ASSUMED MERIDIAN AND ARE REFERENCED TO THE WEST LINE OF THE N.E.1/4 OF SECTION 25-53-40 HAVING A BEARING OF S00°00'00"E.
4. AREA OF EASEMENT= 172.5 SQUARE FEET (MORE OR LESS)

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH TO ACCOMPANY LEGAL DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 61G17-6 AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES,

NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
BISCAYNE ENGINEERING COMPANY, INC.
529 WEST FLAGLER STREET, MIAMI, FL. 33130
(305) 324-7671
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
EB-0000129
LB-0000129

MIKE J. BARTHOLOMEW
PROFESSIONAL SURVEYOR AND MAPPER NO. 5666
STATE OF FLORIDA

ORDER No.	03-75872
FIELD BOOK No.	N/A
DATE:	03-23-01
FOR: BERG'S ALL ANGLE CONSTRUCTION, INC.	

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BISCAYNE ENGINEERING COMPANY, INC.

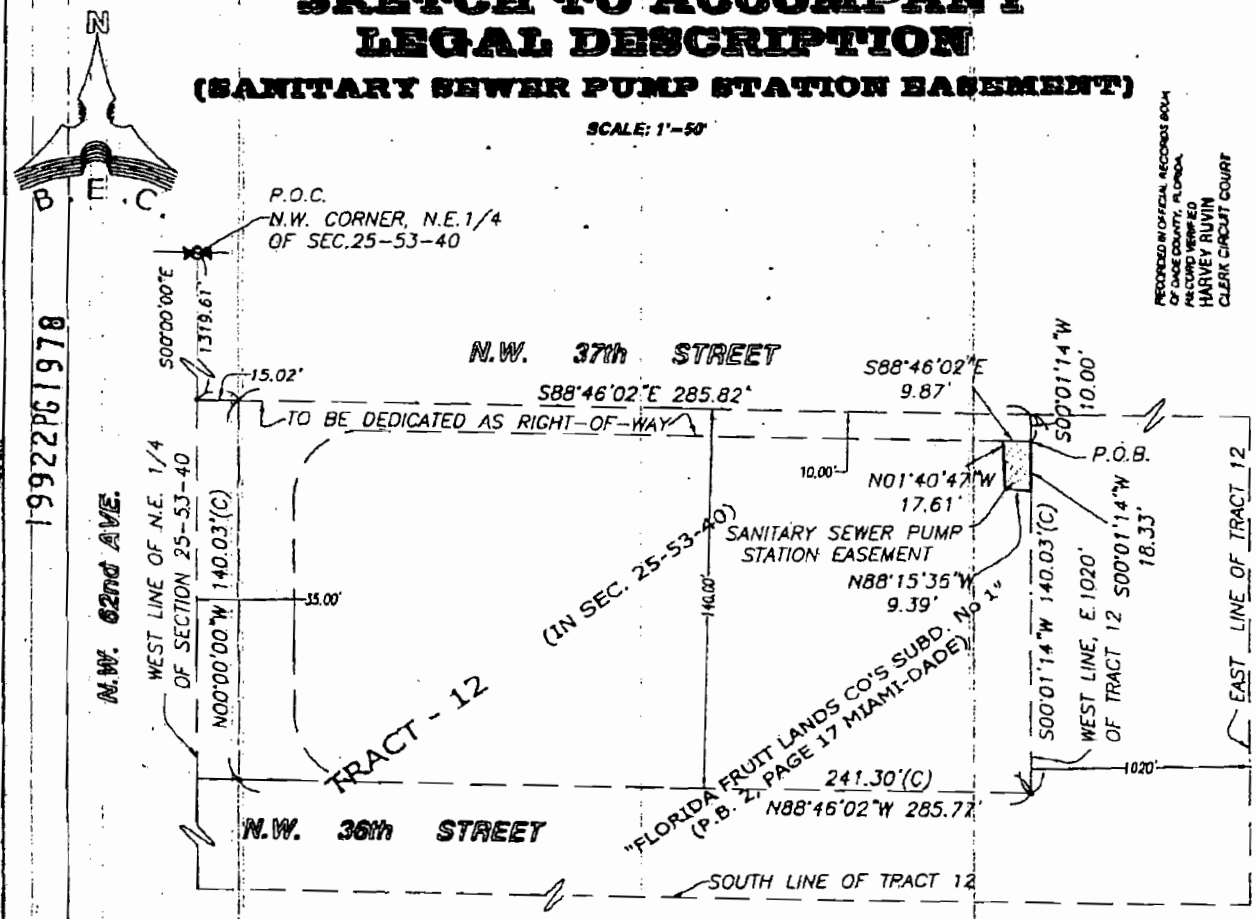
EXHIBIT "A"

(SHEET 2 OF 2)

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

(SANITARY SEWER PUMP STATION EASEMENT)

SCALE: 1"=50'



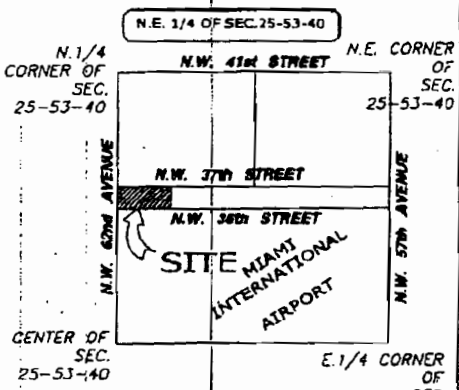
RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA. RECORD VERIFIED HARVEY RUVIN CLERK CIRCUIT COURT

19922P61978

OFF. REC. BK.

LOCATION SKETCH

B.E.C.
N.T.S.



ABBREVIATIONS

(C) = CALCULATED
PG. = PAGE
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCE
R = RADIUS
SEC. = SECTION

NOT A SURVEY

ORDER No.	03-75872
FIELD BOOK No.	N/A
DATE:	03-23-01
FOR: BERG'S ALL ANGLE CONSTRUCTION, INC.	

BISCAYNE ENGINEERING COMPANY, INC.

EXHIBIT "E"

Promissory Note From CITY TO COUNTY

PROMISSORY NOTE

Principal Amount: $8,000,000 EXECUTED THIS _____ DAY OF
Interest Rate: 6% _____, 2008.

FOR VALUE RECEIVED, the **CITY OF MIAMI SPRINGS,** a Florida Municipal Corporation ("CITY"), promises to pay to the order of **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("COUNTY"), the principal sum of Eight Million Dollars ($8,000,000) ("Principal Amount"), together with accrued interest on the Principal Amount at a fixed rate of six (6) percent per annum.

THIS PROMISSORY NOTE evidences advance funding in the amount of the Principal Amount provided by COUNTY or CITY to defease certain bonded indebtedness ("City Bonds") encumbering its Water and Sewer Utility Systems ("City Systems") in connection with the COUNTY taking title to the City Systems ("Transfer Transaction") in accordance with the Agreement for Transfer of the City of Miami Springs Water and Sewer Systems to Miami-Dade County ("Transfer Agreement") executed on the _____ day of _____, 2008.

As provided in the Transfer Agreement (Section Nos. 5 and 6), it is the intention of the parties that the Principal Amount to be advanced, the City Bonds to be legally defeased and the City Systems be transferred to the COUNTY. This Promissory Note provides security to the COUNTY for the repayment of the provided funding in the event of a default pursuant to the Transfer Agreement or other occurrence that prevents the closing of the Transfer Transaction.

Interest shall accrue on the Principal Amount from the date it is provided to CITY until the date of the Transfer Transaction is closed ("Closing Date") or until the Principal Amount is paid in full ("Accrued Interest"). On the Closing Date, this Note shall be cancelled and surrendered to the CITY in consideration of the repayment provisions outlined in Section No. 5, of the Transfer Agreement and no payments with respect to this Note shall be due the COUNTY from the CITY.

If, however, the closing of the Transfer Transaction fails to occur, then the Principal Amount, with Accrued Interest, shall be paid to the COUNTY within five business days from the failed Closing Date ("Maturity Date") and this Promissory Note shall be evidence and security of the indebtedness owed by the CITY to the COUNTY until such repayment is made by the CITY.

Accrued Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months and shall be due at the time the Principal Amount is payable. The Principal Amount shall be payable on the Maturity Date or on any date prior to the Maturity Date as designated by the CITY in writing. The Principal Amount and Accrued Interest is payable in

lawful money of the United States of America at such place or via wire transfer as the COUNTY may designate to the CITY in writing.

This Principal Amount and Accrued Interest on such Principal Amount shall be subject to prepayment in whole or in part at any time without penalty upon written notice from the CITY to the COUNTY five (5) business days prior to the payment.

THIS NOTE is an obligation of the CITY payable from any legally available revenues of the CITY. The CITY's obligations under this Note shall be extinguished on or prior to the Maturity Date upon (i) payment of the Principal Amount and Accrued Interest on such Principal Amount in full by the CITY, or (ii) the cancellation of this Note by the COUNTY as a result of the conveyance of the City's Water and Sewer Utility Systems to the COUNTY pursuant to the Transfer Agreement.

THIS NOTE is issued pursuant to the Transfer Agreement. All terms, conditions and provisions of the Transfer Agreement, including, without limitation, the remedies in the event of default are by this reference incorporated in this Note. Payment of the Note is secured by legally available revenues of the CITY in the manner and to the extent described in the Transfer Agreement.

THIS NOTE is and has all the qualities and incidents of a negotiable instrument under Article 8 of the Uniform Commercial Code, the State of Florida, Chapter 678, Florida Statutes.

IT IS HEREBY certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note does exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation. It is further certified that all of the representations, warranties and covenants made and set forth in the Transfer Agreement and in any related documents relevant to this Note, are remade and incorporated fully by their reference in this Note.

IN WITNESS WHEREOF, the City of Miami Springs, Florida has caused this Note to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor and its seal or a facsimile of such seal and attested by the manual or facsimile signature of its Clerk.

CITY OF MIAMI SPRINGS, FLORIDA

(SEAL)

By: _____
William J. "Billy" Bain, Mayor

By: _____
Magali Valls, City Clerk

EXHIBIT "F"

Recommended Water and Sewer Improvements

SUMMARY OF ONE-TIME REPAIR COSTS FOR THE WATER AND SEWER SYSTEMS

One-Time Repair Cost	
Water System	
Water Transmission Pipe Repair and Replacement	$3,897,000
Fire Hydrants Replacement	$70,000
Water Meter Replacement	$863,000
Total Water System	*$4,830,000*
Sewer System	
Sewer Pump Station Improvements	$919,000
Sewer Colllection System Improvements (I&I Study and improvements)	$7,500,000
Total Sewer System	*$8,419,000*
Total One-Time Repair Costs	**$13,249,000**

Source: Malcolm Pirnie

PROPOSED WATER SYSTEM FIRE FLOW IMPROVEMENTS

Pipe Location	Existing Pipe		New Pipe			Replaced Hydrants	Atlas Map
	Size	Material	Size	Tot. Feet	Material		
On 36th St./Curtiss Pkwy. to Palmetto	8"	Cast Iron	16"	2,714	Ductile Iron	6	E9
On 36th St./Palmetto to East Dr.	8"	Cast Iron	16"	2,706	Ductile Iron	6	F9
On 36th St./East Dr. to Canal	8"	Cast Iron	16"	3,475	Ductile Iron	7	G9/H9
On Coolidge Dr. N/O NW 36th St	2"	Cast Iron	8"	647	Ductile Iron	1	G9
Alley btw Flagler Dr.& Hammond Dr	2"	Cast Iron	8"	1,400	Ductile Iron	1	C7
Various B.U Areas @ Circle	2,4,6"	Cast Iron	12"	5,610	Ductile Iron	11	E6/F6

Source: WASD

NOTE: 32 FIRE HYDRANTS AND 4,314 WATER METERS ARE TO BE REPLACED.

PROPOSED SEWER SYSTEM IMPROVEMENTS

Pump Station Basin	Number of Segments to be Slip Lined	Linear Footage to be Slip Lined	Number of Laterals to be Repaired
1	4	1,053	23
2	7	1,539	21
3	4	947	4
4	3	797	2
5	23	7,087	28
7	2	548	0
Total	43	11,971	78

Source: Night Flow Isolation Survey by PBS&J, September 2006

NOTE: 17 SEWER PUMP STATIONS/LIFT STATIONS ELECTRICAL/ MECHANICAL COMPONENTS HAVE TO BE UPGRADED TO MEET MINIMUM WASD STANDARDS

EXHIBIT "G"

Annual Repayment Due from City Customers and Calculation of Individual Surcharge Amounts

MDWASD
Rates Analysis for Surcharge
Based on PRAG Final Report 4/30/08

Surcharge Value		$ 1,451,008
Value of Bonds		$19,185,000
annual Debt Serv		$ 1,451,008
Components		
Water	repairs (1)(a)	$3,940,000
Sewer	repairs (2)(b)	$6,869,000
	Debt	$8,000,000
Total Sewer Repairs		$14,869,000
Total		$18,809,000
Closing Costs		$376,000
		$19,185,000

Note 1 Use Fire Hydrant Construction Funds to fund 51% plus hydrants:

				Allowances	Net to Finance	
	$3,897,000	Water Transmission Pipe Repair and Replacement				
		Estimate from Ralph Terrero as to Fire Flow	51.00%	$820,032		
	$70,000	Fire Hydrants		$70,000		
	$863,000	Water Meter Replacements		$0		
Total Water	$4,830,000	Value of Construction in support of Fire Protection		$890,032	**$3,939,968**	(a)

Note 2 Use of Miami Springs GO Bond Allocation to assist in funding Sewer rehab

$919,000	Pump Station Improvements			
$7,500,000	Sewer Collection System/I & I Study & Improvements	$1,550,000		
$8,419,000		$1,550,000	**$6,869,000**	(b)

SURCHARGE AMOUNTS

/DWASD [miami springs]
City of Miami Springs
FINAL BASED ON FINAL PRAG REPORT - March 2006
4-Oct-07

Type Of Customer	Rates in Effect 2006	Miami Springs Customers Water or Sewer Only	Miami Springs Customers Water And Sewer	WASD Rates FY 2007 - Per Quarter	Gallons	Average Customer 5,000 Gal WASD	Average Customer 5,000 Gal MS	Average Customer 10,000 Gal WASD	Average Customer 10,000 Gal MS	Average Customer 15,000 Gal WASD	Average Customer 15,000 Gal MS	Average Customer 20,000 Gal	Average Customer 20,000 Gal	Average Customer 25,000 Gal	Average Customer 25,000 Gal	Average Customer 30,000 Gal	Average Customer 30,000 Gal	Average Customer 40,000 Gal	Average Customer 40,000 Gal	Average Customer 70,000 Gal	Average Customer 70,000 Gal	Average Customer 90,000 Gal	Average Customer 90,000 Gal	Average Customer 100,000 Gal	Average Customer 100,000 Gal	Average Customer 155,000 Gal	Average Customer 155,000 Gal
			WASD and Miami Springs Combined Invoices for a quarter			$31.10	$80.45	$42.85	$123.20	$61.88	$165.95	$83.33	$213.85	$110.05	$261.75	$142.05	$309.65	$209.81	$405.45	$466.31	$692.85	$637.31	$884.45	$722.73	$980.25	$1,192.99	$1,507.15
			Percent WASD Bill is of MS Bill			38.66%		34.78%		37.29%		38.96%		42.04%		45.87%		51.75%		67.30%		72.06%		73.73%		79.15%	
			Surcharged WASD Rates			$42.43	$80.45	$58.94	$123.20	$86.01	$165.95	$116.60	$213.85	$153.66	$261.75	$197.18	$309.65	$289.22	$405.45	$635.83	$692.85	$866.91	$884.45	$982.35	$980.25	$1,617.81	$1,507.15
			Water & Sewer Only ——		Savings	$38.02		$64.26		$79.94		$97.25		$108.09		$112.47		$116.23		$57.02		$17.54			-$2.10		-$110.66

Total Customers > 70,000 Gallons per month 180 per month

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EXHIBIT "H"

Pending Development Projects

PENDING DEVELOPMENT PROJECTS IN CITY

357 N. Royal Poinciana Blvd. - Mixed Use Building.

Project is presently under construction. The building site is 26,250 sq. ft. (.6 ac). The development is 6,761.77 sq. ft. of ground floor business/commercial and two upper floors of 13,728.45 sq. ft. residential, consisting of 12 two-bedroom units.

657 South Drive - Commercial Building.

Project is presently under construction. The building site is 21,300 sq. ft., or .48 acres. Currently under construction is a four-story office building with a height of 53 ft., 10 in. (to the height of the roof) or 55 ft. (to the top of the entry parapet). The project will have a total of 28, 162.79 sq. ft. of parking area. Above the parking will be two floors of office space with a gross floor area of approx. 10,650 sq. ft. (21,300 sq. ft. total office area for both upper floors).

4801 N. W. 36th Street - Gas Station/Convenience Store.

Project has received final Council approval and is in the permitting process. The lot size is 19,170 sq. ft. Development will consist of a 2,700 sq. ft. convenience store, gas station and hand carwash facility.

NOTE: In addition to the three noted Development Projects, Springview Elementary will be replacing portables with a new Media Center to be constructed on the same location. The new building is not anticipated to create greater water or sewage usage for the site.

EXHIBIT "I"

Department of Environmental Resource Management (DERM) Consent Agreement

MIAMI-DADE COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT Complainant, vs City of Miami Springs James R. Borgmann, City Manager Respondent.	)	CONSENT AGREEMENT

This Agreement is entered into by and between Miami-Dade County Department of Environmental Resources Management (hereinafter referred to as "DERM") and The City of Miami Springs (hereafter referred to as "Respondent") pursuant to Section 24-7(15)(c), Miami-Dade County Code (MDCC). This Agreement shall serve to redress violations of Chapter 24, Miami-Dade County Code and the Second and Final Consent Decree, Paragraph 22, dated September 11, 1995, of Case Number CIV-93-1109, United States vs. Miami-Dade County. The subject Agreement relates to the sanitary sewer collection system (SSCS), Permit DWO-42 that serves the City of Miami Springs, located in Miami-Dade County, Florida. The DERM finds and Respondent acknowledges the following.

FINDINGS OF FACT

1. DERM is an agency of Miami-Dade County, Florida, a political subdivision of the State of Florida which is empowered to provide for pollution control and protection of the environment within Miami-Dade County pursuant to Article VIII, Section 6 of the Florida Constitution, the Miami-Dade County Home Rule Charter and Section 403.182 of the Florida Statutes. DERM has jurisdiction over matters addressed in this Consent Agreement.
2. The Respondent is the owner and operator of a public sanitary sewer collection system that is in violation of Section 24-42.2 of Chapter 24, Miami-Dade County Code (MDCC), which provides for evaluation of sanitary sewer collection systems in order to identify and reduce infiltration and overflow into said systems.
3. The Respondent received correspondence from DERM regarding the Sanitary Sewer Evaluation Survey (SSES) requirements, beginning with a notification of the approval of the Miami-Dade County Ordinance 96-166 on January 3, 1997. Additional

correspondences regarding SSES requirements were sent to the Respondent on the following dates:

- February 2, 1997: Volume Sewer Customer Ordinance (VSCO) and Miami-Dade County Code, Section 24-13.1(A) requirements.
- February 16, 1999: SSES Guidelines
- December 6, 1999: Reminder of VSCO requirements attached to utility annual permit.
- March 16, 2005: Notice of failure to comply with SSES requirements.
- May 22, 2006: Reminder of deadline for submittal of SSES - Phase III report.
- November 6, 2006: Letter outlining SSES requirements.
- November 29, 2006: Letter to City noting the failure to provide details in the City's request for an extension in the completion of the SSES.
- April 5, 2007: Letter sent to the City Manager noting the failure of the City to provide the SSES in a timely manner, and offering to opportunity to enter into a consent agreement.

4. Respondent hereby consents to this Agreement without either admitting or denying the allegations made by DERM in the finding of facts listed above.
5. In an effort to insure continued protection of the health and safety of the public and the environment of Miami-Dade County and to facilitate compliance with Sections 24-42.2 and 24-29 of Chapter 24, MDCC and to avoid time-consuming and costly litigation, the parties hereby agree to the following, and is hereby Ordered:

COMPLIANCE AND REPORTING REQUIREMENTS

6. Respondent shall complete the SSES Phase III Report in conformance with the SSES Guidelines and DERM's letter of November 06, 2006. Respondent shall submit the completed SSES Phase III Report to: DERM, 701 NW 1 Court, Miami, Florida, 33136, Suite 200, Attention, Agustin Socarras, P.E., Chief, Water and Wastewater Engineering Section, on or before October 31, 2008. In the event that the submitted SSES Phase III Report is disapproved, the Respondent shall, within 30 (thirty) days of receipt of the disapproval notification from DERM, submit a corrected SSES Phase III Report to the DERM. In the event that the second corrected SSES Phase III Report is not submitted, or does not meet requirements and is not approvable, the Respondent shall be deemed to be in violation of this

Agreement and shall be subject to further enforcement action and the penalty provisions of paragraph 11 of this Agreement.

7. The parties agree that the City may request and the DERM may consider a one-year extension of time for the City to complete all tasks necessary to meet the requirements of a complete and acceptable final SSES report. However, in no event shall the final completion deadline be extended beyond October 31, 2009.

8. This Agreement constitutes a lawful order of the Director of the Department of Environmental Resources Management and is enforceable in any court of competent jurisdiction. Violation of any requirement of this Agreement may result in further enforcement action by DERM against the Respondent. Each violation of any of the terms or conditions of this Agreement by the Respondent shall constitute a separate offense.

ADMINSTRATIVE COSTS

9. The Respondent hereby certifies that Respondent has the financial ability to comply with the terms or conditions set forth herein and to comply with the payment requirements specified in this Agreement.

10. Respondent shall, within 30 days from the effective date of this Agreement, pay Miami-Dade County $2,000.00 to cover administrative and follow-up costs in this matter. Payment shall be sent to:

Department of Environmental Resources Management
701 NW 1 Court, Suite 7-200
Miami, Florida, 33136.
Attention: Joseph Ramdial, Environmental Code Enforcement Officer.

11. In the event Respondent fails to comply with any of the requirements of paragraphs 6, and 10 of this Consent Agreement, the Respondent shall pay DERM a civil penalty of $100.00 per day for each day of non-compliance, and the Respondent shall be subject to enforcement action in a court of competent jurisdiction for such failure pursuant to the provisions set forth in Chapter 24 Miami-Dade County Code. Within 30 (thirty) days of written notice from DERM, Respondent shall make payment of the appropriate penalties to Miami-Dade County by check or money order. Payment shall be sent to DERM, 701 NW 1 Court, Suite 7-200, Miami, Florida 33130. Attention: Joseph Ramdial, Environmental Code Enforcement Officer, Enforcement Section.

SAFETY PRECAUTION

12. Respondent shall maintain the sanitary sewer system, during the pendency of this Agreement, in a manner that shall not pose a hazard or threat to the public at large or the environment and shall not cause a nuisance or a sanitary nuisance as set forth in Chapter 24, Miami-Dade County Code.

GENERAL PROVISIONS

13. The terms and conditions set forth in this Consent Agreement may be enforced in any court of competent jurisdiction pursuant to Chapter 24, Miami-Dade County Code, the Florida Administrative Code, or the Florida Statutes.
14. Entry into this Consent Agreement does not relieve Respondent of the responsibility to comply with applicable federal, state, or local laws, regulations and ordinances.
15. Where timetables cannot be met due to circumstances beyond Respondent's control, Respondent shall submit a written request for extension to the DERM fifteen (15) days prior to the expiration of the respective timetable(s) with supporting documents to DERM, stating the cause(s) of any delay or non-compliance and the extension of time requested. A determination of the reasonableness of any delay or non-compliance shall be made by the DERM for the purposes of determining whether an extension of up to twelve (12) months may be granted or continuation of enforcement action pursuant to paragraph 11 of this Consent Agreement.
16. This Agreement shall neither be evidence of a prior violation of Chapter 24, MDCC nor shall it be deemed to impose any limitation upon any investigation or action by DERM in the enforcement of Chapter 24, Miami-Dade County Code, the Florida Administrative Code or the Florida Statutes.
17. In consideration of the complete and timely performance by the Respondent of the terms and conditions set forth in this Agreement, DERM waives its rights to seek judicial imposition of damages or criminal or civil penalties for the matters alleged in this Agreement.
18. This Consent Agreement shall become effective upon the date of execution by the Director of DERM.

9-4-07

Date

City of Miami Springs

James R. Borgmann, City Manager

Before me, the undersigned authority, personally appeared JAMES R. BORGMANN, who, after being duly sworn, deposes and says that she/he read and agreed to the foregoing.

Subscribed and sworn to before me this 4 day of September, 2007, by JAMES R. BORGMANN

(Name of affiant)

Personally Known, ✓ or Produced Identification _____.

(Check One)

Type of Identification Produced: _____

Barbara A. Robinson
BARBARA A. ROBINSON
Notary Public

Seal

Notary Public State of Florida
Barbara A Robinson
My Commission DD516556
Expires 02/26/2010

DO NOT WRITE BELOW THIS LINE OFFICE USE ONLY

10/2/07

Date

Carlos Espinosa, P.E., Director
Miami-Dade County Department
of Environmental Resources
Management

Witness

Witness

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MIAMI-DADE COUNTY

Carlos Alvarez, Mayor

ADA Coordination
Agenda Coordination
Art in Public Places
Audit and Management Services
Aviation
Building Code Compliance
Building
Business Development
Capital Improvements
Citizen's Independent Transportation Trust
Communications
Community Action Agency
Community & Economic Development
Community Relations
Consumer Services
Corrections & Rehabilitation
Countywide Healthcare Planning
Cultural Affairs
Elections
Emergency Management
Employee Relations
Enterprise Technology Services
Environmental Resources Management
Fair Employment Practices
Finance
Fire Rescue
General Services Administration
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Assessment Center
Medical Examiner
Metropolitan Planning Organization
Park and Recreation
Planning and Zoning
Police
Procurement Management
Property Appraiser
Public Library System
Public Works
Safe Neighborhood Parks
Seaport
Solid Waste Management
Strategic Business Management
Team Metro
Transit
Urban Revitalization Task Force
Vizcaya Museum and Gardens
Water and Sewer

Department of Environmental Resources Management
Office of the Director
701 NW 1st Court, Ste-400
Miami, Florida 33136-3912
T 305-372-6754 F 305-372-6759

miamidade.gov

April 5, 2007

James R. Borgmann, City Manager
City of Miami Springs
201 Westward Drive
Miami Springs, Florida 33166

CERTIFIED MAIL NO. 70050390000583356161
RETURN RECEIPT REQUESTED

RE: Failure to complete and submit the required Sanitary Sewer Evaluation Survey (SSES) for the City of Miami Springs (City) Sanitary Sewer Collection System to the DERM. Violation of Chapter 24 of the Miami-Dade County Code (MDCC).

Dear Mr. Borgmann:

Miami-Dade County Ordinance 96-166, approved by the Board of County Commissioners and which became effective on November 12, 1997, requires all publicly and privately owned or operated sanitary sewer collection and transmission systems to complete a Sanitary Sewer Evaluation Survey of their system every ten years. Said ordinance was incorporated into Section 24-42.2 of Chapter 24 of the Code of Miami-Dade County. The deadline provided for submittal of the SSES is consistent with the time frame provided in the Second Final Partial Consent Decree between the United States of America and Miami-Dade County (CASE No. CIV-93-1109).

Pursuant to Section 24-42.2 (1) of the Code of Miami-Dade County the deadline for submittal of Phase III of the SSES was November 12, 2006. A reminder letter noting this deadline date was issued by DERM on May 22, 2006, and received by the City on May 25, 2006 (Copy Attached). Another reminder notice noting the three required phases of the SSES Report and due dates was sent to the City on November 29, 2006 (Copy Attached).

The City had requested an extension of time for the submittal of the SSES in a communication dated November 8, 2006. The DERM response dated November 29, 2006 (Copy Attached) noted that the request provided no details as to the length of the extension requested, and required the City to provide additional information. To date, DERM has received no response to this letter.

In addition, DERM has not received a completed copy of the SSES report for the City. Said report is now overdue and as such, your municipal utility is in violation of the above referenced Miami-Dade County Code.

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Delivering Excellence Every Day

Be advised that the City has also not provided to DERM proof of completion of the rehabilitation work required to bring all of its sewer system into compliance with the allowed maximum Infiltration / Inflow (I/I) rate by November 12, 2006 which also constitutes a violation of the Miami-Dade County Code.

At this time, DERM is providing the opportunity for the City to enter into a Consent Agreement with this Department within 15 days of receipt of this notice to facilitate correction of the referenced violations and completion of the required work on the City's sanitary sewer utility system under a specific timetable.

It is recommended that the City schedule a meeting with the DERM within fifteen (15) days of receipt of this letter to review the matters addressed in this notice, including the requirements of the proposed Consent Agreement.

If you have any questions regarding the above or wish to schedule this meeting, please have staff of the City contact Mr. Carlos Hernandez, P.E. of the DERM at 786-315-2800.

Sincerely,

Carlos Espinosa, P.E. Director
Department of Environmental Resources Management

Encl.

Cc: Mr. Robert Williams, Interim Public Works Director

JR/lb

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Environmental Resources Management
Water & Wastewater Division
33 SW 2nd Avenue • 5th Floor
Miami, Florida 33130-1540
T 305-372-6524 F 305-372-6631

miamidade.gov

ADA Coordination
Agenda Coordination
Animal Services
Art in Public Places
Audit and Management Services
Aviation
Building
Building Code Compliance
Business Development
Capital Improvements
Citizens' Independent Transportation Trust
Commission on Ethics and Public Trust
Communications
Community Action Agency
Community & Economic Development
Community Relations
Consumer Services
Corrections & Rehabilitation
Cultural Affairs
Elections
Emergency Management
Employee Relations
Empowerment Trust
Enterprise Technology Services
Environmental Resources Management
Fair Employment Practices
Finance
Fire Rescue
General Services Administration
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Services
Medical Examiner
Metro-Miami Action Plan
Metropolitan Planning Organization
Park and Recreation
Planning and Zoning
Police
Procurement Management
Property Appraisal
Public Library System
Public Works
Safe Neighborhood Parks
Seaport
Solid Waste Management
Strategic Business Management
Team Metro
Transit
Task Force on Urban Economic Revitalization
Vizcaya Museum And Gardens
Water & Sewer

May 22, 2006
CERTIFIED MAIL NO. 7001 0320 0003 5936 4395
RETURN RECEIPT REQUESTED

Ms. Denise Yoezle, Public Services Director
City of Miami Springs
345 N. Royal Poinciana Blvd.
Miami Springs, FL 33166

RE: Sanitary Sewer Evaluation Survey (SSES) Requirements for the Miami Springs Sanitary Sewer Collection System.

Dear Ms. Yoezle:

The Second & Final Partial Consent Decree, between the United States of America and Miami-Dade County (CASE NO. 93-1109 CIV-MORENO), required Miami Dade County (Paragraph 22-B) to pass and implement an ordinance to require all publicly and privately owned or operated sanitary sewer collection and transmission systems to be evaluated in order to identify and reduce infiltration and inflow into these systems. Said ordinance was incorporated into Section 24-42.2 of Chapter 24 of the Code of Miami-Dade County.

One of the specific requirements of the VSCO Ordinance is the Sanitary Sewer Evaluation Survey.

Phases I and II of the Survey were due previously. Please **be reminded that Phase III** of the SSES, which includes the completion of required corrective work on the system, and final measurements of the system to determine compliance with infiltration rate standards, shall be delivered to DERM by **November 12, 2006.**

Be advised that the final measurement of infiltration into the utility's system are required to be made during the local rainy season between June 15 and September 15.

DERM notes that readings made during this period for the SSES might also be use in developing and refining the system model for the utility, if the measurements are extended to include significant rainfall events. For example, the data from rain events may be used to develop the required station hydrographs.

Please, give this matter your immediate attention, as failure to comply within the stated time frames will necessitate initiation of formal enforcement action

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Delivering Excellence Every Day

by the Department, pursuant to the County Code and the Federal Consent Decree.

If you have any questions about the SSES or wish to discuss these requirements, please contact Mr. Agustin Socarras, P.E. at (305) 372-6899.

Sincerely,

Agustin Socarras, P.E., Chief,
Water & Wastewater - Conveyance Section
Environmental Resources Management

cc: Doug Mundrick, USEPA
Brad Ammons, USEPA

U.S. Postal Service
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1. Article Addressed to:

Ms. Denise Yoezle, Public Services Directo
City of Miami Springs
345 N. Royal Poinciana Blvd.
Miami Springs, FL 33166

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Environmental Resources Management
Water & Wastewater Division
33 SW 2nd Avenue • 5th Floor
Miami, Florida 33130-1540
T 305-372-6524 F 305-372-6631

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Safe Neighborhood Parks
Seaport
Solid Waste Management
Strategic Business Management
Team Metro
Transit
Task Force on Urban Economic Revitalization
Vizcaya Museum And Gardens
Water & Sewer

November 29, 2006

Mr. James R. Borgmann, City Manager
345 N. Royal Poinciana Blvd.
Miami Springs, FL 33166

Re: Sanitary Sewer Evaluation Survey (SSES), request for additional time extension.

Mr. Borgmann:

This letter is a follow up of the city time extension request of November 8, 2006 for the submittal of Phase III of the SSES. The SSES is required to measure the sanitary sewers performance by inspecting, evaluating, testing and comparing performance to standards. As you have been previously notified, the Sanitary Sewer Evaluation Survey (SSES) requirement was due by November 12, 2002. However, due to the three-phase implementation, the last date for the submittal of the third and final phase of the evaluation was **November 12, 2006.**

Be reminded that your municipality, as well as all the other municipalities, was notified from the moment the ordinance was approved by the Board of County Commissioners, back in 1996. In addition, several other correspondences regarding this matter have been sent to the City since the Ordinance approval. Furthermore, DERM conducted a couple of workshops to address the specific requirements of the ordinance. All municipalities were invited to these workshops. I strongly believe DERM has made all possible efforts to keep the municipalities informed and aware of the SSES as well as all other Code requirements.

Your extension request was not specific about the additional time needed by the municipality to submit the final phase of the SSES. You must specifically indicate the time required and the reasons for the request in order for this Department to be able to review the facts and emit an appropriate extension approval or disapproval.

Agustin Socarras, P.E.
W&W Engineering Section, Head
(305) 372-6511
e-mail : socara@miamidade.gov
"Delivering Excellence Every Day"

Cc: Patricia Carney, P.E. PBS&J

Delivering Excellence Every Day

MIAMI-DADE COUNTY

Department of Environmental Resources Management
Office of the Director
33 SW 2nd Avenue, Suite 3
Miami, Florida 33130-1540
T 305-372-6700 F 305-372-6758

miamidade.gov

November 6, 2006

James R. Borgmann, City Manager
City of Miami Springs
201 Westward Drive
Miami Springs, Florida 33166

CERTIFIED MAIL NO. 7001 0320 0003 9070 2610
RETURN RECEIPT REQUESTED

RE: Sanitary Sewer Evaluation Survey (SSES) Requirements for the Miami Springs Sanitary Sewer Collection System.

Dear Mr. Borgmann:

The Second & Final Partial Consent Decree, between the United States of America and Miami-Dade County (CASE NO. 93-1109 CIV-MORENO), required Miami Dade County to pass and implement an ordinance to require all publicly and privately owned or operated sanitary sewer collection and transmission systems to be evaluated to identify and reduce infiltration and inflow into these systems. On November 12, 1996 the Miami-Dade County Board of County Commissioners adopted ordinance No. 96-168 in compliance with that requirement. Said ordinance was incorporated into Section 24-42.2 of Chapter 24 of the Code of Miami-Dade County, Florida.

One of the specific requirements of Section 24-42.2 is the Sanitary Sewer Evaluation Survey (SSES). In order to facilitate the submittal and review of the reports, this Department divided the SSES requirement into three phases:

Phase I: Preliminary system survey and flow measurement to determine which Pump Station basins need Infiltration/Inflow (I/I) reduction (standard: 5000 GPD/inch-Mile).
Due: November 12, 2002

Phase II: Submittal of final rehabilitation plan for each basin.
Due: November 12, 2002

Phase III: Rehabilitation work and final flow measurement to assure compliance with the 5000 GPD/inch-Mile standard.
Due: November 12, 2006

As you were previously notified in our letter of May 22, 2006, attached, the last phase (Phase III) of the SSES, which includes the completion of required corrective work on the system, and final measurements of the system to assure compliance with the infiltration rate standards, shall be delivered to DERM by November 12, 2006, pursuant to Chapter 24 of the Miami-Dade County Code.

Our records indicate that your municipality has submitted Phase I & II of the SSES, but phase III has not been received to date. We would like to discuss the status of the required Phase III work and would request that your designated staff contact us to set up a meeting.

If you have any questions regarding the SSES or to schedule the requested meeting, please contact Mr. Jose Gonzalez, P.E., Assistant Director at (305) 372-6795 e-mail gonzalj@miamidade.gov.

Sincerely,

Carlos Espinosa, P.E.
Acting Director

Caring for Our Environment Every Day

cc: Doug Mundrick, USEPA
Brad Ammons, USEPA
Robert Williams, Interim Public Works Director

Miami-Dade County Departments
Miami-Dade Aviation Department
Community Action Agency
Community Services
Corrections & Rehabilitation
Cultural Affairs
Department of Environmental Resources Management
Elections
Fire Rescue
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1. Article Addressed to:

James R. Borgmann, City Manager
City of Miami Springs
201 Westward Drive
Miami Springs, Florida 33166

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X R. K. Watson ☐ Agent ☐ Addressee

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PS Form 3811, February 2004 Domestic Return Receipt C. AGUIRRE 102595-02-M-1540

120

EXHIBIT "J"

Policies and Procedures for the Transfer of the City of Miami Springs Water and Sewer Utility Employees

EXHIBIT J

POLICIES AND PROCEDURES FOR THE TRANSFER OF THE CITY OF MIAMI SPRINGS WATER AND SEWER UTILITY EMPLOYEES

1. The CITY agrees that, subsequent to the execution of this Agreement by the CITY and the COUNTY, except for normal merit and longevity increases, there will be no wage adjustments, reclassifications, promotions, upgrades, or other salary or fringe benefit improvements for employees affected by this transfer. The COUNTY will not be responsible for any such increases or improvements and in the event of an action at law or equity against the COUNTY to enforce such increase, the CITY agrees to indemnify and hold harmless the COUNTY for any judgments granted in such actions.

2. The transfer of CITY employees to the COUNTY is contingent upon satisfactory results of a physical examination, including a drug and alcohol screening, and a review of the results of a pre-employment fingerprint based national criminal background check. The COUNTY shall complete all reviews, examinations and screenings of CITY employees by no later than 30 days prior to the Closing Date.

3. The rate of pay to be paid to each CITY employee upon transfer to the COUNTY will be determined as follows:

(a) A base hourly pay rate according to the CITY pay plan in existence on the Closing Date shall be determined for each employee excluding overtime, pay supplements and allowances but including longevity pay.

(b) The COUNTY will allocate each employee to an appropriate COUNTY classification. If the pay rate calculated in (a) above is not equal to a pay step within the COUNTY's pay range (for the COUNTY classification to which the employee is allocated) according to the 2008 Pay Plan for the COUNTY, then the employee's pay rate will be adjusted to the next highest step in the COUNTY's pay range.

(c) The salary anniversary date for each CITY employee shall be the date of the most recent merit pay increase, longevity pay increase or promotion received from the CITY, whichever occurred last.

(d) If the salary anniversary date established in (c) above was 26 pay periods or earlier, and if the employee was placed below the maximum step in the COUNTY's range on a non-longevity pay step, a one-step in range increase shall be granted, no sooner than 90 days after the Closing Date retroactive to the Closing Date of this Agreement, and provided the employee's performance during the 90 days is rated satisfactory or better by his supervisor during that period. The receipt of a one-step range increase shall establish a new salary anniversary date for the

employee which will coincide with the Closing Date of this Agreement.

(e) The time-in-grade longevity step shall be awarded only if the employee's rate in (b) above is either the maximum pay step in the COUNTY range or the first time-in-grade longevity step and the employee has received no increase described in (c) above for five (5) years or more. Such increase shall be granted no sooner than 90 days after the Closing Date retroactive to the Closing Date of this Agreement, and provided the employee's performance during the 90 days is rated satisfactory or better by his supervisor during that period. The receipt of a time-in-grade increase shall establish a new salary anniversary date for the employee which will coincide with the Closing Date of this Agreement.

(f) If the pay rate calculated in (b) above is greater than the maximum pay step in the COUNTY's pay range and the employee does not meet the criteria for a time-in-grade longevity pay step described in (e) above, then the employee's pay rate shall be frozen (i.e., red circled) until such time that the employee's pay rate falls within the COUNTY's pay range or the employee becomes eligible for a time-in-grade longevity pay step.

5. The COUNTY agrees that all prior full-time paid continuous service with the CITY shall be credited towards the County's fifteen (15) year longevity bonus award as authorized in the COUNTY's Pay Plan.

6. The COUNTY agrees that the amount of longevity annual leave earned (if eligible) will be based on the number of years of continuous service with the CITY. Upon separation from COUNTY service, the sick leave pay out will be calculated based upon the years of COUNTY service from the Closing Date of the Agreement, in accordance with the COUNTY's Leave Manual.

7. On the Closing Date of this Agreement the COUNTY will credit to each employee's sick leave account with the COUNTY, at the employee's pay rate as a CITY employee on the day immediately preceding the Closing Date, the lesser of either: (i) the dollar value of 80 hours of unused sick leave, or (ii) the dollar value of the employee's remaining unused sick leave hours as a CITY employee. On the Closing Date of this Agreement, the County will credit, to each employee's annual leave account with the COUNTY, at the employee's pay rate as a CITY employee on the day immediately preceding the Closing Date, the lesser of either: (i) the dollar value of 80 hours of unused annual (vacation) leave or (ii) the dollar value of the employee's remaining unused annual (vacation) leave hours as a CITY employee. The dollar values credited to the employees' respective leave accounts will then be converted to sick leave and annual leave hours at each employee's new pay rate as a COUNTY employee, which leave

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may then be used by the employee in accordance with COUNTY's Personnel Rules, leave regulations and departmental policies. The CITY will compensate the COUNTY for the dollar value of transferred sick and annual leave at the time of the Closing Date of this Agreement. Pursuant to CITY rules and practices, the CITY agrees to compensate its employees for all wages earned or benefits accrued prior to the Closing Date of this Agreement, including, but not limited to, accumulated annual leave in excess of 80 hours, holiday leave, floating holiday and compensatory leave. Holiday leave, floating holidays and compensatory leave are not transferable to the COUNTY.

8. Upon employment by the COUNTY, all CITY employees so employed shall be subject to the COUNTY's Ordinances, Resolutions, Personnel Rules, Pay Plan, Leave Manual, DEPARTMENT regulations, and applicable COUNTY collective bargaining agreements.

9. CITY employees shall certify in writing their individual acceptance of the job classification, pay rate, leave and pay anniversary dates, and leave accruals (if any) to be assigned by the COUNTY prior to the Closing Date of this Agreement. In the event any CITY employee is not in accord with the classification and pay rate to which he or she is allocated, then such employee shall have the right to use the COUNTY's classification appeal procedure.

10. All CITY employees shall be eligible to participate in any of the COUNTY's group benefit plans offered to COUNTY employees, under the same plan terms and conditions, with no "waiting period".

11. The CITY shall notify its employees in writing at least 30 days in advance of the Closing Date of this Agreement that they are being transferred to the COUNTY. The notice shall inform the employees that their pension rights will be preserved in accordance with this Agreement and that they must make a binding election of which pension plan they wish to participate in. Transferred employees will be given the option of (1) participating prospectively in the Florida Retirement System (FRS) as of the date of merger subject to the provisions of Florida Statute (F.S.) Chapter 121; or (2) remaining in the CITY's pension plan on the same terms as other CITY employees. The notice shall also inform the employees that failure to make an election will result in the employee remaining a member of the CITY's pension plan. The selection of a pension plan by the employee must be made in writing by no later than the Closing Date of this Agreement and shall be final and binding on the employee, the CITY and the COUNTY.

A. For employees who elect to participate in the Florida Retirement System, the COUNTY will make contributions to the FRS beginning on the date of merger in the same manner as it does for newly hired COUNTY employees.

B. For employees who elect to remain in the CITY pension plan, or who fail to make an election, the COUNTY will contribute to the CITY plan on behalf of the employee the same amount that the COUNTY would have contributed on the employee's behalf as though the employee had elected to participate in the FRS and, further, the COUNTY shall adjust its contributions to the City plan on behalf of the employee to correspond with the applicable FRS contribution rates as same may be adjusted from time to time. Employees electing to remain in the CITY pension plan, or who fail to make an election, shall continue to contribute to CITY pension plan at the employee contribution rate set forth in the CITY plan as same may be adjusted from time to time. The COUNTY will provide payroll deductions for these contributions and shall remit the employee contributions together with the COUNTY's contribution to the CITY pension plan monthly, in arrears, subject to FRS rules and guidelines governing compensation. The COUNTY shall have no responsibility to insure the fiscal or actuarial soundness of the CITY plan and shall not be required to make any contributions to the plan beyond what the COUNTY would have contributed to the FRS on behalf of transferred employees.