OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: January 22, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(R)(1)(A)

Resolution No. R-68-09

Subject: Interlocal Agreement between the Miami-Dade County and the City of North Miami relating to the County's Pump Station Number 347

RECOMMENDATION

It is recommended that the Board of County Commissioners adopt the attached resolution approving an interlocal agreement between Miami-Dade County and the City of North Miami relating to Miami-Dade Water and Sewer Department (WASD) Pump Station Number 347.

SCOPE OF AGENDA ITEM

The item relates to Pump Station Number 347 located at 1823 NE 150 Street, Commission District 4.

FISCAL IMPACT/FUNDING SOURCE

The County will pay $5,000 for the compilation of documents required by the Florida Department of Environmental Protection (FDEP) and Department of Environmental Resources Management (DERM) to obtain a conditional closure for contamination at the pump station. Costs will be charged to WASD's sewer regional pump station operating and maintenance expenditures account. If the conditional closure is obtained, there will be a yearly savings to WASD of approximately $10,000.

TRACK RECORD/MONITOR

WASD's Hazardous Materials Management Division Manager will monitor this agreement.

BACKGROUND

In 1977, the City of North Miami granted an easement to the Miami-Dade Water and Sewer Authority (now WASD) for property located at 1823 NE 150 Street (Folio No. 06-2221-012-0030), Exhibit B. The easement was conveyed for the construction of Pump Station Number 347 which is operated and maintained by WASD.

On February 16, 1999, a diesel fuel discharge took place at the pump station. WASD performed the cleanup, and has since monitored the site for possible contamination underneath. No further contamination has been detected; therefore WASD is now requesting a conditional closure from FDEP and DERM. If obtained, WASD will discontinue monitoring the site for contamination which will result in approximately $10,000 in savings to WASD per year (for site sampling and other tasks performed such as soil delineation). No further work will be required unless the pump station is renovated or upgraded.

In order to obtain the conditional closure, the City is required to execute and record a document entitled "Covenant Running with the Land." If the City decides to sell the property, this "Covenant" document will serve to advise the new property owner(s) of possible contamination underneath the pump station site and will hold the City responsible for making sure any contamination discovered in the future is remediated by WASD. The City approved this agreement on October 6, 2008.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: January 22, 2009

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

SUBJECT: Agenda Item No. 8(R)(1)(A)

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. 8(R)(1)(A)
1-22-09

RESOLUTION NO. **R-68-09**

RESOLUTION APPROVING EXECUTION OF AN INTERLOCAL AGREEMENT WITH CITY OF NORTH MIAMI RELATING TO THE COUNTY'S PUMP STATION NUMBER 347

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the execution of an interlocal agreement with the City of North Miami relating to the County's Pump Station Number 347 in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Katy Sorenson**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**absent**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

3

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2009. 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

INTERLOCAL AGREEMENT BETWEEN

MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI

RELATING TO PUMP STATION NO. 347

This **INTERLOCAL AGREEMENT** is made and entered into this _____day of _____2009, between **MIAMI-DADE COUNTY** a political subdivision of the State of Florida, hereinafter referred to as **"COUNTY"** and the **CITY OF NORTH MIAMI**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the **"CITY".**

WITNESSETH:

WHEREAS, the CITY owns a 43,566 square feet parcel of real property (City property) located at 1823 N.E. 150th Street as shown on sketch and legal description attached hereto as "Exhibit A"; and

WHEREAS, on October 31, 1977, the CITY granted the Miami-Dade Water and Sewer Authority (MDWASA), its successors and assigns, an easement to the CITY's property for the construction, operation and maintenance of Pump Station (P.S.) 347, a copy of such easement is attached hereto as Exhibit "B"; and

WHEREAS, the COUNTY is the successor to MDWASA; and

WHEREAS, Miami-Dade County's Water and Sewer Systems are operated by Miami-Dade Water and Sewer Department (WASD); and

WHEREAS, WASD owns and operates P.S. No. 347 that is located on the southwestern portion of the CITY property; and

WHEREAS, a diesel spill discharge occurred at the P.S. No. 347 on February 16, 1999; and

WHEREAS, WASD has performed the cleanup and monitors the site for possible diesel soil contamination underneath P.S. No. 347; and

WHEREAS, WASD requested and the CITY agreed to permit WASD to pursue a Chapter 62-770, Florida Administrative Code (FAC), conditional closure to resolve certain remediation requirements imposed by the Florida Department of Environmental Protection (FDEP) and the Department of Environmental Resources Management (DERM) which affects a portion of the property; and

WHEREAS, WASD and the CITY agree that the site meets the minimum criteria to receive approval of a conditional closure proposal from DERM and FDEP if certain actions are taken by WASD; and

WHEREAS, in order to protect the public interest and to inform future owners of the possible contamination on the property, WASD and the CITY agree that a Covenant Running with the Land must be recorded in the property records of Miami-Dade County; which covenant requires the COUNTY to remove any remaining contamination, and the site to be remediated pursuant to law in the event P.S. 347 is removed from the site.

NOW THEREFORE, the parties agree as follows:

1. The CITY agrees to execute any and all required documents to permit WASD to pursue a conditional closure under Chapter 62-770, FAC.
2. The CITY agrees to execute and record the Covenant Running with the Land, which shall remain in force until any and all conditions are met by the COUNTY to qualify the property for a Chapter 62-770, FAC, closure without conditions in the event P.S. 347 is removed or closed.
3. Subject to Section 768.28 Florida Statutes, WASD hereby agrees to indemnify the CITY for any and all damages that are caused as a result of contamination from the operation of P.S. No. 347.
4. Upon removal or closure of the WASD P.S. No. 347, WASD agrees to pursue a Chapter 62-770, FAC, closure.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their names and their corporate seals affixed and to all duplicates by their respective officers all as of the day and year written above.

ATTEST:

By: _____

Clerk

MIAMI-DADE COUNTY

By: _____ (SEAL)

County Mayor

Approved as to form and legal sufficiency:

_____

Assistant County Attorney

ATTEST:

Deputy City Clerk Jacqie Vierra

CITY OF NORTH MIAMI

By: _____

Acting City Manager

Dated: 10/6/05

APPROVED AS TO FORM:

City Attorney

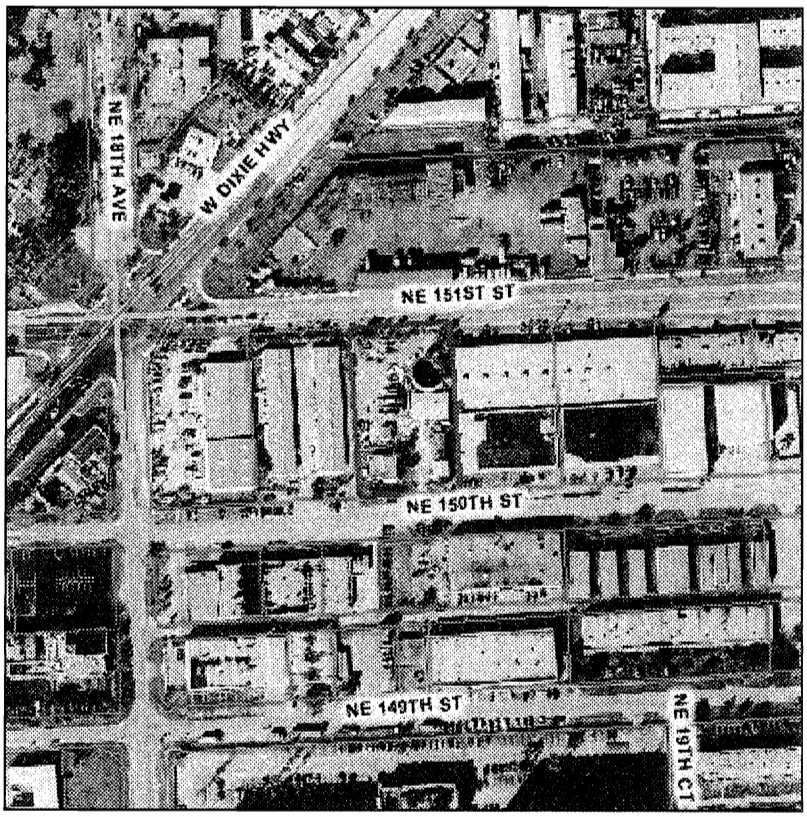
EXHIBIT A

My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map



Digital Orthophotography - 2007 0 128 ft

This map was created on 9/22/2008 3:07:36 PM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.

Close

Summary Details:

Folio No.:	06-2221-012-0030
Property:	1823 NE 150 ST
Mailing Address:	CITY OF NORTH MIAMI FINANCE DEPT PO BOX 610847 NO MIAMI BEACH FL 33261-

Property Information:

Primary Zone:	7100 INDUSTRIAL
CLUC:	0040 MUNICIPAL
Beds/Baths:	0/0
Floors:	2
Living Units:	0
Adj Sq Footage:	5,819
Lot Size:	43,566 SQ FT
Year Built:	1974
Legal Description:	FINKELS INDUSTRIAL SUB SEC 1 PB 71-62 LOT 3 BLK 1 LOT SIZE 43566 SQ FT

Sale Information:

Sale O/R:	
Sale Date:	0/0
Sale Amount:	$0

Assessment Information:*

Year:	2008	2007
Land Value:	$871,320	$697,056
Building Value:	$217,153	$204,289
Market Value:	$1,088,473	$901,345
Assessed Value:	$1,088,473	$901,345
Total Exemptions:	$1,088,473	$901,345
Taxable Value:	$0	$0

*The market and assessed values are accurately reflected.Information related to this property's exemptions and taxable values are being updated as a result of the recent passage of Amendment One and will be available shortly.

Exhibit "B"

GRANT OF EASEMENT

THIS INDENTURE, made this 31st day of October, 19 77, between THE CITY OF NORTH MIAMI, a political subdivision of the State of Florida, party of the first part, and the MIAMI-DADE WATER AND SEWER AUTHORITY, an agency and instrumentality of the County of Dade, a political subdivision organized under the Laws of the State of Florida, whose address is 3575 South LeJeune Road, Miami, Florida, a 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 TEN DOLLARS ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged by the party of the first part, has granted and does hereby grant, to the party of the second part, its successors and assigns, forever, the right, privilege and easement to construct, reconstruct, operate, maintain, relocate, repair, replace, improve, remove and inspect sewage transmission and collection facilities and all appurtenant equipment, with full right of ingress thereto and egress therefrom, on the property of the party of the first part, described as follows, to wit:

> Commencing at the Southwest corner of lot three (3), block one (1) of Finkel's Industrial Subdivision Section one, Section 21, Township 52 South, Range 42 East, a portion of the City of North Miami, Dade County, Florida as recorded in Plat Book 71, page 62 Dade County, Florida; Thence on the South Line of said Lot 3, run North 89° 23' East, a distance of 115.0 feet to a point; Thence run Due North a distance of 175.0 feet to a point; Thence run South 89° 23' West a distance of 35.0' to a point; Thence run Due South, a distance of 90.0 feet to a point; Thence run South 89° 23' West, a distance of 80.0' to a point on the West line of said Lot 3; Thence run Due South along said West Lot Line, a distance of 85.0' to the point of beginning. Said lands situate lying and being in Dade County, Florida.

The party of the first part does hereby fully warrant that it has good title to the above described property and that it has full power and authority to grant this easement. In the event that the above described property should cease to be utilized by the party of the second part for the purposes hereinbefore described, the aforementioned easement shall cease

and terminate and the property rights hereby granted shall revert immediately to the party of the first part.

IN WITNESS WHEREOF, the party of the first part by its proper officials has hereunto set its hands and seals the year and day first above written.

Signed, Sealed and Delivered in the Presence of:

Cheryl M. Rogers

Barbara E. Quirino

_____ (SEAL
THE CITY OF NORTH MIAMI

By Lawrence C. Casey
Lawrence C. Casey, City Manager

ATTEST: Clair T. Singerman
Clerk

STATE OF Florida)
) SS
COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 31st day of October, 19 77, by Lawrence C. Casey and Clair T. Singerman, City Manager and Clerk respectively, of THE CITY OF NORTH MIAMI, a political subdivision of the State of Florida, on behalf of the City.

My Commission Expires:

[illegible]

Angeline Jean Fornuggia
Notary Public - State of Florida at Large

This instrument prepared by:

William P. Burns

3575 South LeJeune Road

Miami, Florida 33133

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

10