

# Memorandum



**Date:** March 16, 2021

**To:** Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commission

Agenda Item No. 5(D)

**From:** Daniella Levine Cava  
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-207-21

**Subject:** Resolution Authorizing the Issuance of Water and Sewer System Revenue Bonds, Series 2021 in an Amount Not-to-Exceed \$700,000,000

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) adopt the accompanying resolution (Series 2021 Resolution) which authorizes the following:

- Issuance of Water and Sewer Bonds, Series 2021 (Series 2021 Bonds) in an aggregate principal amount not-to-exceed \$700 million to fund certain capital improvement projects described in Exhibit A to the Series 2021 Resolution (Series 2021 Projects), and to refinance any outstanding Tax-Exempt Commercial Paper Notes (CP Notes);
- Funding the cost of issuance and reserve requirement, if any, with proceeds of the Series 2021 Bonds or a reserve credit facility; and
- Waiver of Resolution No. R-130-06, which requires that any contracts of the County with third parties be executed and finalized prior to their placement on an agenda for Board consideration.

The Series 2021 Resolution also delegates and authorizes the Mayor or the Mayor’s designee to: (i) appoint an underwriter from the County’s pool of underwriters to sell the Series 2021 Bonds; (ii) finalize terms of the negotiated sale of the Series 2021 Bonds; (iii) determine dates, maturities, redemption provisions, series amounts and certain other details relating to such Series 2021 Bonds; (iv) select and appoint a registrar and a paying agent after a competitive process; and (v) take all actions necessary to issue the Series 2021 Bonds.

## **Scope**

The scope of the transaction is county-wide.

## **Fiscal Impact/Funding Source**

The Series 2021 Projects are included in the Water and Sewer Department’s (WASD) multi-year capital plan approved in FY21 adopted budget. The principal and interest on the proposed Series 2021 Bonds shall be payable from WASD’s net revenues.

## **Track Record/Monitoring**

Annual debt service payments and continuing disclosure will be managed by Arlesa Wood, Director of Division of Bond Administration of the Miami-Dade County Finance Department. Francis G. Morris, Chief Financial Officer of WASD, will manage funding of debt service payments and debt compliance monitoring.

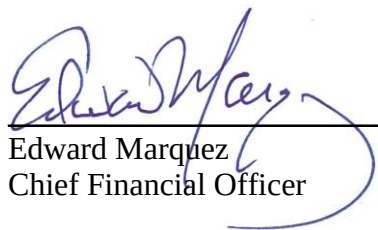
**Background**

On June 4, 2013, the Board authorized the issuance of \$4.245 billion in Water and Sewer revenue bonds to pay cost of improvements to the water and sewer utility pursuant to Ordinance No. 13-47, of which \$1,618,785,000 has been issued.

As required by Resolution No. R-1313-09, Attachment 1 shows the projected debt service schedule for the Series 2021 Bonds based on market conditions as of February 11, 2021. The aggregate principal amount of the Series 2021 Bonds is estimated to be \$618 million and the County would pay interest in the amount of \$471 million over the 30-year life of the Series 2021 Bonds.

Resolution No. R-130-06 provides that any County contract with a third party be finalized and executed prior to its placement on the agenda. The sale of the Series 2021 Bonds, which will set their final terms will not occur until after the effective date of the Series 2021 Resolution. Therefore, a waiver of Resolution No. R-130-06 is required to provide the County the maximum flexibility in the market.

Attachment



Edward Marquez  
Chief Financial Officer

## SOURCES AND USES OF FUNDS

Miami-Dade County, Florida  
FY21 Issue - Senior Debt

Dated Date 04/20/2021  
Delivery Date 04/20/2021

## Sources:

|                |                       |
|----------------|-----------------------|
| Bond Proceeds: |                       |
| Par Amount     | 618,045,000.00        |
| Premium        | 92,817,147.95         |
|                | <u>710,862,147.95</u> |

## Uses:

|                           |                       |
|---------------------------|-----------------------|
| Project Fund Deposits:    |                       |
| Series 2021 Projects      | 683,749,941.00        |
| Other Fund Deposits:      |                       |
| Debt Service Reserve Fund | 23,138,000.00         |
| Delivery Date Expenses:   |                       |
| Cost of Issuance          | 1,952,812.81          |
| Underwriter's Discount    | <u>2,021,394.14</u>   |
|                           | <u>3,974,206.95</u>   |
|                           | <u>710,862,147.95</u> |

## BOND SUMMARY STATISTICS

Miami-Dade County, Florida  
FY21 Issue - Senior Debt

|                                 |                  |
|---------------------------------|------------------|
| Dated Date                      | 04/20/2021       |
| Delivery Date                   | 04/20/2021       |
| Last Maturity                   | 10/01/2050       |
| Arbitrage Yield                 | 2.063358%        |
| True Interest Cost (TIC)        | 2.733853%        |
| Net Interest Cost (NIC)         | 2.951769%        |
| All-In TIC                      | 2.752584%        |
| Average Coupon                  | 3.656153%        |
| Average Life (years)            | 20.856           |
| Duration of Issue (years)       | 14.936           |
| Par Amount                      | 618,045,000.00   |
| Bond Proceeds                   | 710,862,147.95   |
| Total Interest                  | 471,281,327.78   |
| Net Interest                    | 380,485,573.97   |
| Total Debt Service              | 1,089,326,327.78 |
| Maximum Annual Debt Service     | 42,017,100.00    |
| Average Annual Debt Service     | 36,992,498.63    |
| Underwriter's Fees (per \$1000) |                  |
| Average Takedown                |                  |
| Other Fee                       | 3.270626         |
| Total Underwriter's Discount    | 3.270626         |
| Bid Price                       | 114.690800       |

| Bond Component   | Par Value      | Price   | Average Coupon | Average Life | PV of 1 bp change |
|------------------|----------------|---------|----------------|--------------|-------------------|
| Senior Serials   | 290,775,000.00 | 120.088 | 4.000%         | 15.422       | 291,894.50        |
| Senior Term Bond | 168,890,000.00 | 116.098 | 4.000%         | 23.527       | 163,823.30        |
| Senior Term Bond | 158,380,000.00 | 104.558 | 3.000%         | 27.985       | 142,542.00        |
|                  | 618,045,000.00 |         |                | 20.856       | 598,259.80        |

|                            | TIC            | All-In TIC     | Arbitrage Yield |
|----------------------------|----------------|----------------|-----------------|
| Par Value                  | 618,045,000.00 | 618,045,000.00 | 618,045,000.00  |
| + Accrued Interest         |                |                |                 |
| + Premium (Discount)       | 92,817,147.95  | 92,817,147.95  | 92,817,147.95   |
| - Underwriter's Discount   | -2,021,394.14  | -2,021,394.14  |                 |
| - Cost of Issuance Expense |                | -1,952,812.81  |                 |
| - Other Amounts            |                |                |                 |
| Target Value               | 708,840,753.81 | 706,887,941.00 | 710,862,147.95  |
| Target Date                | 04/20/2021     | 04/20/2021     | 04/20/2021      |
| Yield                      | 2.733853%      | 2.752584%      | 2.063358%       |

## BOND PRICING

Miami-Dade County, Florida  
FY21 Issue - Senior Debt

| Bond Component    | Maturity Date | Amount      | Rate   | Yield  | Price     |
|-------------------|---------------|-------------|--------|--------|-----------|
| Senior Serials:   |               |             |        |        |           |
|                   | 10/01/2030    | 19,260,000  | 4.000% | 1.360% | 123.330   |
|                   | 10/01/2031    | 20,050,000  | 4.000% | 1.470% | 123.332 C |
|                   | 10/01/2032    | 20,865,000  | 4.000% | 1.550% | 122.503 C |
|                   | 10/01/2033    | 21,720,000  | 4.000% | 1.610% | 121.885 C |
|                   | 10/01/2034    | 22,605,000  | 4.000% | 1.680% | 121.169 C |
|                   | 10/01/2035    | 23,525,000  | 4.000% | 1.760% | 120.357 C |
|                   | 10/01/2036    | 24,485,000  | 4.000% | 1.810% | 119.853 C |
|                   | 10/01/2037    | 25,485,000  | 4.000% | 1.860% | 119.351 C |
|                   | 10/01/2038    | 26,525,000  | 4.000% | 1.910% | 118.851 C |
|                   | 10/01/2039    | 27,610,000  | 4.000% | 1.960% | 118.354 C |
|                   | 10/01/2040    | 28,735,000  | 4.000% | 2.010% | 117.859 C |
|                   | 10/01/2041    | 29,910,000  | 4.000% | 2.050% | 117.465 C |
|                   |               | 290,775,000 |        |        |           |
| Senior Term Bond: |               |             |        |        |           |
|                   | 10/01/2046    | 168,890,000 | 4.000% | 2.190% | 116.098 C |
| Senior Term Bond: |               |             |        |        |           |
|                   | 10/01/2050    | 158,380,000 | 3.000% | 2.480% | 104.558 C |
|                   |               | 618,045,000 |        |        |           |

|                        |                |             |
|------------------------|----------------|-------------|
| Dated Date             | 04/20/2021     |             |
| Delivery Date          | 04/20/2021     |             |
| First Coupon           | 10/01/2021     |             |
| Par Amount             | 618,045,000.00 |             |
| Premium                | 92,817,147.95  |             |
| Production             | 710,862,147.95 | 115.017862% |
| Underwriter's Discount | -2,021,394.14  | -0.327063%  |
| Purchase Price         | 708,840,753.81 | 114.690800% |
| Accrued Interest       |                |             |
| Net Proceeds           | 708,840,753.81 |             |

## BOND DEBT SERVICE

Miami-Dade County, Florida  
FY21 Issue - Senior Debt

| Period<br>Ending | Principal   | Coupon | Interest       | Debt Service     |
|------------------|-------------|--------|----------------|------------------|
| 09/30/2022       |             |        | 21,916,827.78  | 21,916,827.78    |
| 09/30/2023       |             |        | 23,138,000.00  | 23,138,000.00    |
| 09/30/2024       |             |        | 23,138,000.00  | 23,138,000.00    |
| 09/30/2025       |             |        | 23,138,000.00  | 23,138,000.00    |
| 09/30/2026       |             |        | 23,138,000.00  | 23,138,000.00    |
| 09/30/2027       |             |        | 23,138,000.00  | 23,138,000.00    |
| 09/30/2028       |             |        | 23,138,000.00  | 23,138,000.00    |
| 09/30/2029       |             |        | 23,138,000.00  | 23,138,000.00    |
| 09/30/2030       |             |        | 23,138,000.00  | 23,138,000.00    |
| 09/30/2031       | 19,260,000  | 4.000% | 22,752,800.00  | 42,012,800.00    |
| 09/30/2032       | 20,050,000  | 4.000% | 21,966,600.00  | 42,016,600.00    |
| 09/30/2033       | 20,865,000  | 4.000% | 21,148,300.00  | 42,013,300.00    |
| 09/30/2034       | 21,720,000  | 4.000% | 20,296,600.00  | 42,016,600.00    |
| 09/30/2035       | 22,605,000  | 4.000% | 19,410,100.00  | 42,015,100.00    |
| 09/30/2036       | 23,525,000  | 4.000% | 18,487,500.00  | 42,012,500.00    |
| 09/30/2037       | 24,485,000  | 4.000% | 17,527,300.00  | 42,012,300.00    |
| 09/30/2038       | 25,485,000  | 4.000% | 16,527,900.00  | 42,012,900.00    |
| 09/30/2039       | 26,525,000  | 4.000% | 15,487,700.00  | 42,012,700.00    |
| 09/30/2040       | 27,610,000  | 4.000% | 14,405,000.00  | 42,015,000.00    |
| 09/30/2041       | 28,735,000  | 4.000% | 13,278,100.00  | 42,013,100.00    |
| 09/30/2042       | 29,910,000  | 4.000% | 12,105,200.00  | 42,015,200.00    |
| 09/30/2043       | 31,130,000  | 4.000% | 10,884,400.00  | 42,014,400.00    |
| 09/30/2044       | 32,400,000  | 4.000% | 9,613,800.00   | 42,013,800.00    |
| 09/30/2045       | 33,725,000  | 4.000% | 8,291,300.00   | 42,016,300.00    |
| 09/30/2046       | 35,100,000  | 4.000% | 6,914,800.00   | 42,014,800.00    |
| 09/30/2047       | 36,535,000  | 4.000% | 5,482,100.00   | 42,017,100.00    |
| 09/30/2048       | 37,830,000  | 3.000% | 4,183,950.00   | 42,013,950.00    |
| 09/30/2049       | 38,985,000  | 3.000% | 3,031,725.00   | 42,016,725.00    |
| 09/30/2050       | 40,170,000  | 3.000% | 1,844,400.00   | 42,014,400.00    |
| 09/30/2051       | 41,395,000  | 3.000% | 620,925.00     | 42,015,925.00    |
|                  | 618,045,000 |        | 471,281,327.78 | 1,089,326,327.78 |

## AGGREGATE DEBT SERVICE

Miami-Dade County, Florida  
FY21 Issue - Senior Debt

| Period Ending | FY21 Issue - Senior Debt | 2008A         | 2008B          | 2017A          | 2017B          | 2019        | 2019B         | 2019C          | 2015        |
|---------------|--------------------------|---------------|----------------|----------------|----------------|-------------|---------------|----------------|-------------|
| 09/30/2022    | 21,916,827.78            | 6,929,812.50  | 51,550,275.00  | 15,705,868.76  | 26,884,618.76  | 11,223,850  | 26,584,900    | 17,285,514.66  | 45,479,050  |
| 09/30/2023    | 23,138,000.00            | 7,081,593.75  | 51,389,468.75  | 15,705,868.76  | 26,874,143.76  | 11,223,850  | 26,584,900    | 17,285,514.66  | 45,471,625  |
| 09/30/2024    | 23,138,000.00            |               |                | 15,705,868.76  | 26,885,768.76  | 11,223,850  | 26,584,900    | 17,285,514.66  | 102,323,875 |
| 09/30/2025    | 23,138,000.00            |               |                | 15,705,868.76  | 26,883,768.76  | 11,223,850  | 26,584,900    | 17,285,514.66  | 102,144,000 |
| 09/30/2026    | 23,138,000.00            |               |                | 15,705,868.76  | 26,878,143.76  | 11,223,850  | 26,584,900    | 17,285,514.66  | 102,220,875 |
| 09/30/2027    | 23,138,000.00            |               |                | 15,705,868.76  | 26,873,518.76  | 11,223,850  | 26,584,900    | 17,285,514.66  | 101,126,500 |
| 09/30/2028    | 23,138,000.00            |               |                | 15,705,868.76  | 52,502,143.76  | 11,223,850  | 26,584,900    | 64,739,586.88  |             |
| 09/30/2029    | 23,138,000.00            |               |                | 15,705,868.76  | 52,465,643.76  | 11,223,850  | 26,584,900    | 64,542,579.93  |             |
| 09/30/2030    | 23,138,000.00            |               |                | 15,705,868.76  | 52,426,268.76  | 11,223,850  | 26,584,900    | 64,373,714.78  |             |
| 09/30/2031    | 42,012,800.00            |               |                | 29,550,868.76  | 52,448,518.76  | 18,594,850  | 26,584,900    | 27,950,493.18  |             |
| 09/30/2032    | 42,016,600.00            |               |                | 29,552,618.76  | 52,339,893.76  | 18,597,100  | 26,584,900    | 28,049,993.86  |             |
| 09/30/2033    | 42,013,300.00            |               |                | 29,551,993.76  | 52,292,768.76  | 18,599,350  | 26,584,900    | 28,097,435.51  |             |
| 09/30/2034    | 42,016,600.00            |               |                | 29,552,118.76  | 52,246,018.76  | 18,595,725  | 26,584,900    | 28,144,299.63  |             |
| 09/30/2035    | 42,015,100.00            |               |                | 29,550,993.76  | 52,192,993.76  | 18,595,225  | 26,584,900    | 28,197,390.45  |             |
| 09/30/2036    | 42,012,500.00            |               |                | 29,549,568.76  | 52,138,693.76  | 18,596,600  | 26,584,900    | 28,249,324.75  |             |
| 09/30/2037    | 42,012,300.00            |               |                | 29,554,068.76  | 52,086,093.76  | 18,598,600  | 26,584,900    | 28,299,125.00  |             |
| 09/30/2038    | 42,012,900.00            |               |                | 29,553,268.76  | 52,022,693.76  | 18,595,100  | 26,584,900    | 28,369,931.50  |             |
| 09/30/2039    | 42,012,700.00            |               |                | 29,551,068.76  | 51,960,793.76  | 18,594,850  | 26,584,900    | 28,435,610.00  |             |
| 09/30/2040    | 42,015,000.00            |               |                | 29,551,168.76  | 51,891,796.88  | 18,596,350  | 26,584,900    | 28,505,288.00  |             |
| 09/30/2041    | 42,013,100.00            |               |                | 29,552,168.76  |                | 18,598,100  | 26,584,900    | 80,397,605.50  |             |
| 09/30/2042    | 42,015,200.00            |               |                | 29,552,668.76  |                | 18,598,600  | 26,584,900    | 80,405,018.25  |             |
| 09/30/2043    | 42,014,400.00            |               |                | 29,551,268.76  |                | 18,596,350  | 26,584,900    | 80,414,160.75  |             |
| 09/30/2044    | 42,013,800.00            |               |                | 29,551,468.76  |                | 18,594,725  | 106,955,525   |                |             |
| 09/30/2045    | 42,016,300.00            |               |                | 29,551,668.76  |                | 18,596,850  | 106,954,275   |                |             |
| 09/30/2046    | 42,014,800.00            |               |                | 29,550,337.51  |                | 18,595,850  | 106,952,500   |                |             |
| 09/30/2047    | 42,017,100.00            |               |                | 29,549,918.76  |                | 18,597,800  | 106,952,300   |                |             |
| 09/30/2048    | 42,013,950.00            |               |                |                |                | 18,599,600  | 106,953,400   |                |             |
| 09/30/2049    | 42,016,725.00            |               |                |                |                | 18,594,600  | 116,563,800   |                |             |
| 09/30/2050    | 42,014,400.00            |               |                |                |                |             | 108,381,400   |                |             |
| 09/30/2051    | 42,015,925.00            |               |                |                |                |             |               |                |             |
|               | 1,089,326,327.78         | 14,011,406.25 | 102,939,743.75 | 673,282,922.14 | 840,294,284.56 | 454,350,875 | 1,344,581,000 | 820,884,645.93 | 498,765,925 |

## AGGREGATE DEBT SERVICE

Miami-Dade County, Florida  
FY21 Issue - Senior Debt

| Period<br>Ending | Aggregate<br>Debt Service |
|------------------|---------------------------|
| 09/30/2022       | 223,560,717.46            |
| 09/30/2023       | 224,754,964.68            |
| 09/30/2024       | 223,147,777.18            |
| 09/30/2025       | 222,965,902.18            |
| 09/30/2026       | 223,037,152.18            |
| 09/30/2027       | 221,938,152.18            |
| 09/30/2028       | 193,894,349.40            |
| 09/30/2029       | 193,660,842.45            |
| 09/30/2030       | 193,452,602.30            |
| 09/30/2031       | 197,142,430.70            |
| 09/30/2032       | 197,141,106.38            |
| 09/30/2033       | 197,139,748.03            |
| 09/30/2034       | 197,139,662.15            |
| 09/30/2035       | 197,136,602.97            |
| 09/30/2036       | 197,131,587.27            |
| 09/30/2037       | 197,135,087.52            |
| 09/30/2038       | 197,138,794.02            |
| 09/30/2039       | 197,139,922.52            |
| 09/30/2040       | 197,144,503.64            |
| 09/30/2041       | 197,145,874.26            |
| 09/30/2042       | 197,156,387.01            |
| 09/30/2043       | 197,161,079.51            |
| 09/30/2044       | 197,115,518.76            |
| 09/30/2045       | 197,119,093.76            |
| 09/30/2046       | 197,113,487.51            |
| 09/30/2047       | 197,117,118.76            |
| 09/30/2048       | 197,119,815.63            |
| 09/30/2049       | 177,175,125.00            |
| 09/30/2050       | 150,395,800.00            |
| 09/30/2051       | 42,015,925.00             |
|                  | 5,838,437,130.41          |

## COST OF ISSUANCE

Miami-Dade County, Florida  
FY21 Issue - Senior Debt

| Cost of Issuance             | \$/1000 | Amount       |
|------------------------------|---------|--------------|
| Bond Administration          | 1.00000 | 618,045.00   |
| Bond Counsel Fee             | 0.40169 | 248,261.25   |
| Bond Counsel Expenses        | 0.00809 | 5,000.00     |
| Disclosure Counsel Fee       | 0.28118 | 173,782.88   |
| Disclosure Counsel Expenses  | 0.00809 | 5,000.00     |
| Moody's                      | 0.21843 | 135,000.00   |
| S&P                          | 0.21034 | 130,000.00   |
| Fitch                        | 0.22652 | 140,000.00   |
| Engineer's Report (est.)     | 0.40450 | 250,000.00   |
| Printing                     | 0.00688 | 4,250.00     |
| Shipping (est.)              | 0.00809 | 5,000.00     |
| DAC                          | 0.00405 | 2,500.00     |
| Paying Agent                 | 0.00930 | 5,750.00     |
| Expense                      | 0.00036 | 223.68       |
| Financial Advisor's Fee      | 0.32360 | 200,000.00   |
| Financial Advisor's Expenses | 0.00809 | 5,000.00     |
| Contingency                  | 0.04045 | 25,000.00    |
|                              | 3.15966 | 1,952,812.81 |



## MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** March 16, 2021

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 5(D)

Please note any items checked.

- ☐ "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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 5(D)  
3-16-21

RESOLUTION NO. R-207-21

RESOLUTION AUTHORIZING ISSUANCE OF NOT TO EXCEED \$700,000,000.00 AGGREGATE PRINCIPAL AMOUNT OF MIAMI-DADE COUNTY, FLORIDA WATER AND SEWER SYSTEM REVENUE BONDS, IN ONE OR MORE SERIES, PURSUANT TO SECTION 208 OF ORDINANCE NO. 93-134, AS AMENDED, TO REFUND ALL OR A PORTION OF ANY OUTSTANDING TAX-EXEMPT CP NOTES AND PAY COSTS OF CERTAIN IMPROVEMENTS; PROVIDING FOR CERTAIN DETAILS OF BONDS AND THEIR SALE BY NEGOTIATION; AUTHORIZING MAYOR OR MAYOR'S DESIGNEE, WITHIN CERTAIN LIMITATIONS AND RESTRICTIONS, TO FINALIZE DETAILS, TERMS AND OTHER PROVISIONS OF BONDS, THEIR NEGOTIATED SALE AND REFUNDING OF REFUNDED CP NOTES; APPROVING FORMS OF AND AUTHORIZING EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS; PROVIDING CERTAIN COVENANTS; AUTHORIZING COUNTY OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH ISSUANCE, SALE, EXECUTION AND DELIVERY OF BONDS AND REFUNDING OF REFUNDED CP NOTES; WAIVING PROVISIONS OF RESOLUTION NO. R-130-06; AND PROVIDING SEVERABILITY

**WHEREAS**, the Board of County Commissioners (the "Board") of Miami-Dade County, Florida (the "County"), acting pursuant to the authority recited in Section 1(c) of this Resolution (the "Series 2021 Resolution"), owns and operates water and wastewater treatment plant facilities and a distribution and collection system and pursuant to such authority and Ordinance No. 93-134, enacted by the Board on November 16, 1993 (the "Original Ordinance" and as amended by the 2013 Ordinance (defined below), the "Master Ordinance"), is authorized to issue revenue bonds from time to time (the Master Ordinance, the 2013 Ordinance and the Series 2021 Resolution are referred to herein as the "Bond Ordinance"); and

**WHEREAS**, Section 208 of the Master Ordinance authorizes the County to issue Additional Bonds payable from Pledged Revenues; and

**WHEREAS**, pursuant to Ordinance No. 13-47, enacted by the Board on June 4, 2013 (the “2013 Ordinance”), the Board authorized the issuance of not to exceed \$4,245,000,000.00 in aggregate principal amount of Additional Bonds under the provisions of Section 208 of the Master Ordinance (the “New Money Bonds”), of which the County has issued \$1,618,785,000.00; and

**WHEREAS**, pursuant to the authority of Ordinance No. 09-67, enacted by the Board on July 23, 2009, and Resolution No. R-347-16 adopted by the Board on May 17, 2016 (collectively, the “CP Ordinance”), the County authorized the issuance from time to time of not to exceed \$400,000,000.00 aggregate principal outstanding at any one time of CP Notes (as defined in the CP Ordinance) for the principal purpose of providing temporary funding for a part of the Costs of the CIP Projects (as defined in the CP Ordinance and supplemented in the 2013 Ordinance) in anticipation of the issuance of Additional Bonds; and

**WHEREAS**, Tax-Exempt CP Notes (as defined in the CP Ordinance) may be issued prior to the issuance of the Series 2021 Bonds (defined below); and

**WHEREAS**, the part of any CIP Projects funded by such Tax-Exempt CP Notes will constitute Improvements and a Project for all purposes of the Master Ordinance; and

**WHEREAS**, the Board has determined at this time that it is in the best interests of the County and its citizens to provide for the issuance of Additional Bonds under the provisions of Section 208 of the Master Ordinance, for the purpose of refunding, together with any other available moneys, all or a portion of any then outstanding Tax-Exempt CP Notes (any then outstanding Tax-Exempt CP Notes so refunded being referred to as the “Refunded CP Notes”),

and paying Costs of the Improvements described in Exhibit A to this Series 2021 Resolution (the “Series 2021 Project”); and

**WHEREAS**, the Board desires to authorize the issuance of not to exceed \$700,000,000.00 aggregate principal amount of Miami-Dade County, Florida Water and Sewer System Revenue Bonds, in one or more Series, which constitute a portion of the New Money Bonds (the “Series 2021 Bonds”), as Additional Bonds under the provisions of Section 208 of the Master Ordinance, for the purpose of refunding, together with any other available moneys, the Refunded CP Notes, paying Costs of the Series 2021 Project, funding the Reserve Account established under the Master Ordinance (whether with proceeds of the Series 2021 Bonds or by deposit of one or more Reserve Account Credit Facilities), funding capitalized interest, if advisable, and paying costs of issuance of the Series 2021 Bonds, including the premiums on or fees for any Credit Facilities and/or Reserve Account Credit Facilities, if there is an economic benefit in accordance with Section 12 of this Series 2021 Resolution; and

**WHEREAS**, this Series 2021 Resolution constitutes a Series Resolution with respect to each Series of Series 2021 Bonds for all purposes of the Master Ordinance; and

**WHEREAS**, based upon the findings set forth in Section 2 of this Series 2021 Resolution, the Board deems it in the best financial interest of the County that the Series 2021 Bonds be sold at a public offering by negotiated sale to the Underwriters named in the Bond Purchase Agreement in accordance with the Bond Purchase Agreement and to authorize the distribution, use and delivery of the Preliminary Official Statement and the Official Statement (as all such terms are hereinafter defined), all relating to the negotiated sale of the Series 2021 Bonds; and

**WHEREAS**, the Board deems it appropriate, subject to the limitations contained in this Series 2021 Resolution, to authorize the Mayor or Mayor’s designee (the “County Mayor”), to (i) finalize the terms of the Series 2021 Bonds and the refunding of the Refunded CP Notes to the extent not provided in the Master Ordinance, the CP Ordinance, the 2013 Ordinance or this Series 2021 Resolution, including the number of Series of Series 2021 Bonds which will be issued; (ii) finalize the terms of the negotiated sale of the Series 2021 Bonds; (iii) secure one or more Credit Facilities and/or one or more Reserve Account Credit Facilities, if there is an economic benefit in accordance with Section 12 of this Series 2021 Resolution; (iv) determine whether it is advisable to fund capitalized interest on the Series 2021 Bonds; and (v) select and appoint a Registrar (the “Registrar”) and a Paying Agent (the “Paying Agent”); and

**WHEREAS**, the Board desires to provide for a Book-Entry-Only System with respect to the Series 2021 Bonds, and to approve, ratify and confirm the Blanket Issuer Letter of Representations previously executed and delivered by the County to The Depository Trust Company, New York, New York (“DTC”) relating to such Book-Entry-Only System; and

**WHEREAS**, the Board desires to accomplish the purposes outlined in the accompanying memorandum (the “County Mayor’s 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:

**Section 1. Recitals, Definitions, Authority and Rules of Construction.**

(a) **Recitals.** The recitals contained in the foregoing “WHEREAS” clauses are incorporated as part of this Series 2021 Resolution.

(b) Definitions. Capitalized terms used in this Series 2021 Resolution which are not defined shall have the meanings assigned to such terms in the Master Ordinance or in the 2013 Ordinance, unless otherwise expressly provided or the context otherwise clearly requires. In addition, unless the context otherwise clearly requires, the following capitalized terms shall have the following meanings:

“Bond Purchase Agreement” means the Bond Purchase Agreement between the County and the Underwriters related to the purchase of the Series 2021 Bonds, as authorized pursuant to Section 10.

“Defeasance Obligations” means for purposes of the Series 2021 Bonds, Government Obligations as defined in the Master Ordinance.

“Omnibus Certificate” means a certificate of the County executed by the County Mayor setting forth, among other things, the information and designations required by Section 3 of this Series 2021 Resolution.

“Regular Record Date” means the 15<sup>th</sup> day of the calendar month (whether or not a business day) next preceding each Interest Payment Date.

“Underwriters” mean the underwriters identified in and party to the Bond Purchase Agreement.

To the extent that the Series 2021 Bonds are issued in a calendar year other than calendar year 2021, all references to “2021” contained in any defined term in this Series 2021 Resolution and in the names of the accounts and subaccounts created pursuant to this Series 2021 Resolution shall, without further action of the Board, be replaced with the calendar year in which the Series 2021 Bonds are issued.

(c) Authority. This Series 2021 Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, the Home Rule Amendment and Charter of Miami-Dade County, Florida, as amended, Chapters 125 and 166, Florida Statutes, as amended, the Code of Miami-Dade County, Florida, as amended, and other applicable provisions of law (collectively, the “Act”), the Master Ordinance and the 2013 Ordinance.

(d) Rules of Construction. Any reference to any Article, Section or provision of the Constitution or laws of the State, or of federal laws, or rules or regulations, shall include such provisions as amended, modified, revised, supplemented or superseded from time to time; provided that no such change shall be deemed applicable to any particular Series 2021 Bonds in any way that would constitute an unlawful impairment of the rights of the County or any Bondholder.

**Section 2. Findings.** The Board finds, determines and declares as follows:

(a) The County is authorized under the Act and the Bond Ordinance to issue the Series 2021 Bonds to provide funds to refund the Refunded CP Notes and to pay Costs of the Series 2021 Project.

(b) In accordance with Section 218.385, Florida Statutes, as amended, and based upon the advice of Public Resources Advisory Group, which is serving as financial advisor to the County in connection with the issuance of the Series 2021 Bonds (the “Financial Advisor”), the negotiated sale of the Series 2021 Bonds is in the best interest of the County because of the need (i) for flexibility in size and structure, (ii) to update the market on credit and coverage, (iii) to premarket to investors, and (iv) to allow the County to enter the market at a time most advantageous to the County.

(c) The sale and issuance of the Series 2021 Bonds and the use of the proceeds of the Series 2021 Bonds, as provided in this Series 2021 Resolution, serve a valid public and County purpose.

(d) The Board has determined that it is in the best interest of the County to appoint the Underwriters from the County's pool of underwriters and sell the Series 2021 Bonds to them through a negotiated sale but only upon the terms and conditions set forth in this Series 2021 Resolution and as may be determined by the County Mayor, after consultation with the Financial Advisor, in accordance with the terms of this Series 2021 Resolution and set forth in the Bond Purchase Agreement and the Omnibus Certificate.

(e) The authority granted to the County Mayor in this Series 2021 Resolution is necessary for the proper and efficient implementation of the financing program contemplated by this Series 2021 Resolution, and such authorization is in the best interest of the County.

**Section 3. Authorization and Form of Series 2021 Bonds; Terms and Provisions of Series 2021 Bonds.**

(a) Authorization and Form. The Series 2021 Bonds, to be designated as "Miami-Dade County, Florida Water and Sewer System Revenue Bonds," are authorized to be issued in one or more Series, with such Series designations (including their year of issuance) as shall be set forth in the Omnibus Certificate, pursuant to Section 208 of the Master Ordinance, the 2013 Ordinance and this Series 2021 Resolution. The aggregate principal amount of the Series 2021 Bonds shall not exceed \$700,000,000.00. The Series 2021 Bonds shall be issued as fixed rate Bonds to refund, together with any other available moneys, the Refunded CP Notes, pay Costs of the Series 2021 Project, fund the Reserve Account (whether with proceeds of the Series 2021 Bonds or by the deposit of one or more Reserve Account Credit Facilities), fund capitalized

interest, if advisable, and pay the costs of issuance of the Series 2021 Bonds, including the premiums on or fees for any Credit Facilities and/or Reserve Account Credit Facilities. Prior to the delivery of the Series 2021 Bonds, there shall be filed with the County Clerk the documents, certificates and opinion required under Section 208 of the Master Ordinance.

Each of the Series 2021 Bonds shall be in substantially the form attached as Exhibit B to this Series 2021 Resolution, which form of Series 2021 Bond is approved, with such variations, omissions and insertions and such filling in of blanks as may be necessary, and approved by the County Mayor, after consultation with the County Attorney and Squire Patton Boggs (US) LLP and D. Seaton and Associates, P.A. (collectively, "Bond Counsel"), and which are not inconsistent with the provisions of the Bond Ordinance.

(b) Terms and Provisions of the Series 2021 Bonds. The County Mayor is authorized, after consultation with the Financial Advisor, the County Attorney and Bond Counsel, to approve the terms of the Series 2021 Bonds not set forth in this Series 2021 Resolution, such approval to be evidenced by the terms and provisions set forth in the Omnibus Certificate, including, without limitation, the aggregate principal amount of the Series 2021 Bonds, the number of Series of Series 2021 Bonds to be issued and the Series designations, the dated date of the Series 2021 Bonds, the interest rates of the Series 2021 Bonds, the purchase price for the Series 2021 Bonds, the maturity dates of the Series 2021 Bonds, the optional and mandatory redemption terms of the Series 2021 Bonds, if any, whether the Series 2021 Bonds shall be Serial Bonds and/or Term Bonds, and the maturity amounts as to Serial Bonds and Amortization Requirements as to Term Bonds; provided, however, that in no event shall: (i) the aggregate principal amounts of the Series 2021 Bonds exceed \$700,000,000.00; (ii) the purchase price (excluding original issue discount and original issue premium) be less than 99.00% of the

aggregate principal amount of the Series 2021 Bonds (the “Minimum Purchase Price”); (iii) the true interest cost rate (the “TIC”) on the Series 2021 Bonds exceed 5.00% (the “Maximum TIC”); and (iv) the final maturity of the Series 2021 Bonds be later than forty years from the dated date of the Series 2021 Bonds.

The Series 2021 Bonds shall be issuable only in fully registered form in denominations of \$5,000.00 or any integral multiple of \$5,000.00. Interest on Series 2021 Bonds shall be payable semiannually on April 1 and October 1 of each year (each an “Interest Payment Date”), commencing on the date determined by the County Mayor and set forth in the Omnibus Certificate.

Each Series of the Series 2021 Bonds shall be initially numbered consecutively from R-1 and upwards.

**Section 4. Execution and Authentication of Series 2021 Bonds.** The Series 2021 Bonds shall be executed as set forth in the Master Ordinance. A Certificate of Authentication of the Registrar shall appear on the Series 2021 Bonds, and no Series 2021 Bonds shall be valid or obligatory for any purpose or be entitled to any security or benefit under the Master Ordinance and this Series 2021 Resolution unless such certificate shall have been duly manually executed by the Registrar on such Series 2021 Bonds.

In case any one or more of the officers who shall have signed any of the Series 2021 Bonds shall cease to be such officer of the County before the Series 2021 Bonds so signed shall have been actually delivered, such Series 2021 Bonds may nevertheless be delivered as provided in this Series 2021 Resolution and may be issued as if the person who signed such Series 2021 Bonds had not ceased to hold such office. Any Series 2021 Bonds may be signed on behalf of the County by such person as at the actual time of the execution of such Series 2021 Bonds shall

hold the proper office, although at the date of such Series 2021 Bonds such person may not have held such office or may not have been so authorized.

**Section 5. Special Obligations of County.** The Series 2021 Bonds shall be special limited obligations of the County payable solely from and secured solely by Pledged Revenues. The Series 2021 Bonds do not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or power of the County, the State of Florida (the “State”) or any political subdivision of the State, within the meaning of any constitutional, statutory or charter provision. Neither the State nor any political subdivision of the State nor the County shall be directly or indirectly or contingently obligated to levy any ad valorem taxes on any property to pay the principal of or the interest on the Series 2021 Bonds or other related costs, or to pay the same from any other funds of the County except from the Pledged Revenues. The acceptance of the Series 2021 Bonds by the registered owners from time to time of the Series 2021 Bonds shall be deemed an agreement between the County and such registered owners that the Series 2021 Bonds and the indebtedness evidenced by the Series 2021 Bonds shall not constitute a lien upon the Water and Sewer Utility, any part of the Water and Sewer Utility, or any other property of the County, but shall constitute a lien only on the Pledged Revenues.

**Section 6. Payment and Ownership of Series 2021 Bonds.** The principal of or any premium on any Series 2021 Bond shall be payable when due to a Bondholder upon presentation and surrender of such Series 2021 Bond at the designated corporate trust office of the Paying Agent and interest on each Series 2021 Bond shall be paid on each Interest Payment Date by check or draft, mailed by the Paying Agent on that Interest Payment Date to the registered owner of the Series 2021 Bond as of the close of business on the Regular Record Date applicable to that Interest Payment Date and at the Bondholder’s address as it appears on the registration books of

the Registrar on that Regular Record Date, provided, however, that (i) so long as the ownership of such Series 2021 Bonds are maintained in a Book-Entry-Only-System by a securities depository, such payment shall be made by automatic funds transfer (“wire”) to such securities depository or its nominee and (ii) if such Series 2021 Bonds are not maintained in a Book-Entry-Only-System by a securities depository, upon written request of the registered owner of \$1,000,000.00 or more in principal amount of Series 2021 Bonds delivered 15 days prior to an Interest Payment Date, interest may be paid when due by wire in immediately available funds. If and to the extent, however, the County fails to make payment or provision for payment on any Interest Payment Date of interest on any Series 2021 Bond, interest shall be payable to the person in whose name such bond is registered at the close of business on a special record date for the payment of such defaulted interest as established by notice mailed by the Registrar to the registered owners of the Series 2021 Bonds not less than fifteen days preceding such special record date. Such notice shall be mailed to the persons in whose name the Series 2021 Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

The registered owner of any Series 2021 Bond shall be deemed and regarded as the absolute owner of the Series 2021 Bonds for all purposes of this Series 2021 Resolution. Payment of or on account of the debt service on any Series 2021 Bond shall be made only to or upon the order of that registered owner or such registered owner’s attorney-in-fact duly authorized in writing in the manner permitted by law, and neither the County nor the Paying Agent shall be affected by notice to the contrary. All payments made as described in the Series 2021 Resolution shall be valid and effective to satisfy and discharge the liability upon that Series 2021 Bond, including without limitation, the interest on that Series 2021 Bond, to the extent of the amount or amounts so paid.

**Section 7. Redemption Provisions.**

(a) General. The Board authorizes the County Mayor to determine in the Omnibus Certificate the redemption provisions with respect to the Series 2021 Bonds. The Series 2021 Bonds shall be subject to mandatory redemption from moneys in the Redemption Account and/or at the option of the County, as provided in the Omnibus Certificate and in the Series 2021 Bonds. The amount of Series 2021 Bonds constituting Term Bonds, if any, required to be redeemed in each Bond Year as set forth in the Omnibus Certificate shall constitute the Amortization Requirements for the Series 2021 Bonds in the preceding Bond Year. The execution and delivery of such Omnibus Certificate by the County Mayor shall be conclusive evidence of the approval of such redemption provisions by the Board.

Upon surrender of any Series 2021 Bond for redemption in part only, the County shall issue and the Registrar shall deliver to the registered owner of the Series 2021 Bond, without charge, a new Series 2021 Bond or Series 2021 Bonds of the same Series and maturity in authorized denominations in an aggregate principal amount equal to the unredeemed portion surrendered.

(b) Effect of Calling for Redemption. On the date so designated for redemption, notice having been mailed as provided in the Master Ordinance, the Series 2021 Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2021 Bonds on such date, together with accrued interest, if any, and moneys for payment of the redemption price, together with accrued interest, if any, being held in separate accounts by the Paying Agent in trust for the registered owners of the Series 2021 Bonds to be redeemed, interest on the Series 2021 Bonds so called for redemption shall cease to accrue, such Series 2021 Bonds shall not be deemed to be Outstanding for purposes of this Series

2021 Resolution and the Master Ordinance, and shall cease to be entitled to any lien, benefit or security under this Series 2021 Resolution or the Master Ordinance, and the registered owners of such Series 2021 Bonds shall have no rights in respect of the Series 2021 Bonds except to receive payment of the redemption price of the Series 2021 Bonds, together with accrued interest, if any, to such date.

(c) Conditional Notice of Redemption. If the Series 2021 Bonds or any portion thereof are to be optionally redeemed pursuant to the terms authorized in this Series 2021 Resolution, the County may provide a conditional notice of redemption of such Series 2021 Bonds in accordance with the terms set forth below, and the County Mayor is authorized, in her discretion, to add to the form of Series 2021 Bonds a provision reflecting this right:

Conditional Notice of Redemption. In the case of an optional redemption, the notice of redemption may state that (1) it is conditioned upon the deposit of moneys with the Paying Agent or with an escrow agent under an escrow deposit agreement, in amounts necessary to effect the redemption, no later than the redemption date or (2) the County retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a “Conditional Redemption”), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described in this subsection. Any such notice of Conditional Redemption shall be captioned “Conditional Notice of Redemption.” Any Conditional Redemption may be rescinded at any time prior to the redemption date if the County delivers a written direction to the Paying Agent directing the Paying Agent to rescind the redemption notice. The Paying Agent shall give prompt notice of such rescission to the affected Bondholders. Any Series 2021 Bonds subject to Conditional Redemption where

redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the County to make such moneys available shall constitute an Event of Default. The County shall give immediate notice to each MSIR (as hereinafter defined) and the affected Bondholders that the redemption did not occur and that the Series 2021 Bonds called for redemption and not so paid remain Outstanding.

**Section 8. System of Certificated and Uncertificated Registration.** There is established a system of registration with respect to the Series 2021 Bonds as permitted by Chapter 279, Florida Statutes, as amended, pursuant to which both certificated and uncertificated registered Series 2021 Bonds may be issued. The system shall be as described in the Official Statement. The Series 2021 Bonds shall be initially issued as book-entry-only bonds through the Book-Entry-Only System maintained by DTC which will act as securities depository for the Series 2021 Bonds. The Board reserves the right to amend, discontinue or reinstitute the Book-Entry-Only System from time to time, subject to the rights of Bondholders contained in the Bond Ordinance.

Neither the County, the Registrar nor the Paying Agent shall be liable for the failure of the securities depository of the Series 2021 Bonds to perform its obligations as described in the Official Statement, nor for the failure of any participant in the Book-Entry-Only System maintained by the securities depository to perform any obligation such participant may have to a beneficial owner of any Series 2021 Bonds.

The Board approves, ratifies and confirms the Blanket Issuer Letter of Representations previously executed and delivered by the County to DTC. The County Mayor is authorized to execute any additional documentation required by DTC, as securities depository for the Series 2021 Bonds, in connection with the issuance of the Series 2021 Bonds through DTC's Book-Entry-Only System.

**Section 9.** Appointment of Paying Agent and Registrar. The County Mayor is authorized to appoint a Paying Agent and a Registrar after a competitive process and consultation with the Financial Advisor and, after consultation with the County Attorney and Bond Counsel, to execute any necessary agreements with the Paying Agent and the Registrar.

**Section 10.** Approval of Bond Purchase Agreement and Authorization to Award the Sale of the Series 2021 Bonds. The Board approves the Bond Purchase Agreement in substantially the form on file with the Clerk's office as Exhibit C to this Series 2021 Resolution, with such additions, deletions and completions as may be necessary and approved by the County Mayor in accordance with the terms of this Series 2021 Resolution after consultation with the Financial Advisor, Bond Counsel and the County Attorney. Upon compliance by the Underwriters with the requirements of Section 218.385, Florida Statutes, as amended, the County Mayor, after consultation with the Financial Advisor, is authorized and directed to award the sale of the Series 2021 Bonds to the Underwriters upon the terms described in Section 3(b) of this Series 2021 Resolution and to finalize the terms of, and to execute the Bond Purchase Agreement between the County and the Underwriters and to deliver the Bond Purchase Agreement. The execution and delivery of the Bond Purchase Agreement by the County Mayor shall be conclusive evidence of the Board's approval of any such additions, deletions and completions and acceptance of the Underwriters' proposal to purchase the Series 2021 Bonds. The Board approves the negotiated sale of the Series 2021 Bonds to the Underwriters upon the final terms and conditions in this Series 2021 Resolution and as set forth in the Omnibus Certificate and the Bond Purchase Agreement.

**Section 11.** Approval of the Preliminary Official Statement and Final Official Statement. The use and distribution of the Preliminary Official Statement (the "Preliminary Official

Statement”) in connection with the offering and sale of the Series 2021 Bonds in substantially the form attached as Exhibit D to this Series 2021 Resolution is approved, with such variations, additions, deletions and completions as may be necessary and approved by the County Mayor, after consultation with the Financial Advisor, the County Attorney, Bond Counsel and Nabors, Giblin & Nickerson, P.A. and Manuel Alonso-Poch, P.A. (collectively, “Disclosure Counsel”). The County Mayor is authorized to deem the Preliminary Official Statement “final” for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”). The County Mayor is authorized and directed to deliver the final Official Statement (the “Official Statement”) in connection with the offering and sale of the Series 2021 Bonds. The Official Statement shall be in substantially the form of the Preliminary Official Statement, with such variations, omissions and insertions and such filling in of blanks as may be necessary and approved by the County Mayor, after consultation with the Financial Advisor, the County Attorney, Bond Counsel and Disclosure Counsel, with the delivery of the Official Statement by the County Mayor being conclusive evidence of the Board’s approval of any such variations, omissions and insertions and such filling in of blanks.

**Section 12. Credit Facilities and Reserve Account Credit Facilities.** If the County Mayor demonstrates, after consultation with the Financial Advisor, that there is an economic benefit to the County to obtain and pay for one or more Credit Facilities and/or Reserve Account Credit Facilities with respect to all or a portion of the Series 2021 Bonds, the County Mayor is authorized to secure one or more Credit Facilities and/or Reserve Account Credit Facilities with respect to all or a portion of the Series 2021 Bonds. The County Mayor is authorized to provide for the payment of any premiums on or fees for such Credit Facilities and/or Reserve Account Credit Facilities from the proceeds of the issuance of the Series 2021 Bonds and, after

consultation with the County Attorney and Bond Counsel, to enter into, execute and deliver any agreements as may be necessary to secure such Credit Facilities and/or Reserve Account Credit Facilities, with the County Mayor's execution of any such agreements to be conclusive evidence of the Board's approval of such agreements. Any such agreements shall supplement and be in addition to the provisions of the Bond Ordinance.

**Section 13.** Application of Series 2021 Bond Proceeds. The proceeds received from the sale of the Series 2021 Bonds (net of the Underwriters' discount) shall be deposited and applied as follows:

(i) To the extent not satisfied by the deposit of one or more Reserve Account Credit Facilities, proceeds of the Series 2021 Bonds in such amount as shall be set forth in the Omnibus Certificate shall be deposited in the Reserve Account.

(ii) Proceeds of the Series 2021 Bonds and any other available moneys in the amount necessary to pay the Refunded CP Notes and accrued interest thereon to their maturity date(s) shall be transferred to the Paying Agent (as defined in the CP Ordinance) to be applied to pay such principal and accrued interest or, if the Banks (as defined in the CP Ordinance) pay such principal and accrued interest, to the Banks in reimbursement for such payments.

(iii) Proceeds of the Series 2021 Bonds in an amount necessary to pay the costs of issuance of the Series 2021 Bonds shall be deposited in a special account created in the Construction Fund and designated the "Miami-Dade County, Florida Water and Sewer System Revenue Bonds, Series 2021 Cost of Issuance Account" (the "Series 2021 Cost of Issuance Account"), to be held by the County and applied to such costs of issuance of the Series 2021 Bonds; provided, however, that any premiums on or fees for Credit Facilities

and/or a Reserve Account Credit Facilities payable by the County may be paid directly by the Underwriters from the proceeds of the Series 2021 Bonds.

(iv) Subject to the last sentence of this clause (iv), the balance of the proceeds of the Series 2021 Bonds shall be deposited in a special account created in the Construction Fund with respect to the Series 2021 Bonds and designated the “Series 2021 Construction Account” (the “Series 2021 Construction Account”), to be held by the County and applied to the payment of the Costs of the Series 2021 Project (other than as described under clauses (i), (ii) and (iii) above and the next succeeding sentence). If the County Mayor determines that it is advisable to fund capitalized interest on the Series 2021 Bonds, proceeds of the Series 2021 Bonds in such amount as shall be set forth in the Omnibus Certificate shall be deposited in a special subaccount to be created in the Series 2021 Construction Account and designated the “Series 2021 Capitalized Interest Subaccount” (the “Series 2021 Capitalized Interest Subaccount”), to be held by the County and applied to the payment of capitalized interest on the Series 2021 Bonds.

(b) If more than one Series of Series 2021 Bonds are issued, separate accounts and subaccounts shall be created and designated with respect to each Series of Series 2021 Bonds and the above deposits shall be made with respect to each Series of Series 2021 Bonds as set forth in the Omnibus Certificate.

**Section 14. Creation of Subaccounts.** There are created and established for the benefit of the Series 2021 Bonds separate subaccounts in the Debt Service Fund created pursuant to Section 502 of the Master Ordinance designated “Series 2021 Bond Service Subaccount” (the “Series 2021 Bond Service Subaccount”) and “Series 2021 Redemption Subaccount” (the “Series 2021 Redemption Subaccount”). The County is authorized to create or cause to be

created such additional subaccounts as shall be necessary or advisable in connection with the issuance of the Series 2021 Bonds, including in connection with the issuance of more than one Series of Series 2021 Bonds. Amounts held in any such subaccounts are to be held solely for the benefit of the Series 2021 Bonds.

**Section 15. Tax Covenants.** The County covenants to take the actions required of it for interest on the Series 2021 Bonds to be and to remain excluded from gross income of the holders of the Series 2021 Bonds for federal income tax purposes, and not to take any actions that would affect that exclusion. In furtherance of the foregoing covenant, the County agrees that it will comply with the provisions of a tax compliance certificate to be prepared by Bond Counsel and executed and delivered on the date of issuance of the Series 2021 Bonds. The County Mayor is authorized to execute and deliver, and the Director is authorized to acknowledge, such tax compliance certificate.

Notwithstanding anything in this Series 2021 Resolution to the contrary, the requirement of the County to rebate any amounts due to the United States pursuant to Section 148 of the Code shall survive the payment or provision for payment of the principal, interest and redemption premium, if any, with respect to all or any of the Series 2021 Bonds.

**Section 16. Subordinate Obligations.** The County's obligations (i) to the State under the various State Revolving Fund Loan Agreements, (ii) to the United States Environmental Protection Agency under the loan agreements entered into by the County pursuant to the Water Infrastructure Finance and Innovation Act (the "WIFIA Loan Agreements"), and (iii) with respect to Subordinate Obligations issued pursuant to Ordinance No. 20-1 enacted by the Board on January 22, 2020 shall be subordinate to the Outstanding Bonds, the Series 2021 Bonds and any Additional Bonds and Refunding Bonds issued and delivered pursuant to the Master

Ordinance. The County Mayor is authorized and directed to deliver a certificate, if necessary, upon the issuance and delivery of the Series 2021 Bonds, to confirm the annual debt service coverage required under the State Revolving Fund Loan Agreements and the WIFIA Loan Agreements.

**Section 17. Continuing Disclosure.**

(a) The County agrees, in accordance with the provisions of, and to the degree necessary to comply with, the continuing disclosure requirements of the Rule to provide or cause to be provided for the benefit of the beneficial owners of the Series 2021 Bonds (the “Beneficial Owners”) to the Municipal Securities Rulemaking Board (“MSRB”) in an electronic format prescribed by the MSRB and such other municipal securities information repository as may be required by law or applicable legislation, from time to time (each such information repository, a “MSIR”), the following annual financial information (the “Annual Information”), commencing with the Fiscal Year ending after the issuance of the Series 2021 Bonds:

- (i) Operating Revenues and Pledged Revenues in a form which is generally consistent with the presentation of such information in the Official Statement; and
- (ii) The Department’s Comprehensive Annual Financial Report utilizing generally accepted accounting principles applicable to local governments.

The information in clauses (i) and (ii) above is expected to be available on or before June 1 of each year for the preceding Fiscal Year. The Department’s Comprehensive Annual Financial Report referred to in clause (ii) above is expected to be available separately from the information in clause (i) above and shall be provided by the County as soon as practical after acceptance of the audited financial statements from the auditors by the Department. If not available within eight (8) months from the end of the Fiscal Year, unaudited information will be provided in

accordance with the time frame set forth above and audited financial statements will be provided as soon after such time as they become available.

(b) The County agrees to provide or cause to be provided to each MSIR in the appropriate format required by law or applicable regulation, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Series 2021 Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Series 2021 Bonds, or other material events affecting the tax status of the Series 2021 Bonds;
- (vii) modifications to rights of holders of the Series 2021 Bonds, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of any property securing repayment of the Series 2021 Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of the County (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County);

(xiii) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) the appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) incurrence of a financial obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the County, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the County, any of which reflect financial difficulties.

For purposes of clauses (xv) and (xvi) above, “financial obligation” shall have the meaning set forth in the Rule.

(c) The County agrees to provide or cause to be provided, in a timely manner, to each MSIR, in the appropriate format required by law or applicable regulation, notice of its failure to provide the Annual Information with respect to itself on or prior to June 1 following the end of the preceding Fiscal Year.

(d) The obligations of the County under this Section 17 shall remain in effect only so long as the Series 2021 Bonds are Outstanding. The County reserves the right to terminate its obligations to provide the Annual Information and notices of the occurrence of the events specified in subsection (b) above if and when the County no longer remains an “obligated person” with respect to the Series 2021 Bonds within the meaning of the Rule.

(e) The County agrees that its undertaking pursuant to the Rule set forth in this Section 17 is intended to be for the benefit of the Beneficial Owners of the Series 2021 Bonds and shall be enforceable by the Beneficial Owners if the County fails to cure a breach within a reasonable time after receipt of written notice from a Beneficial Owner that a breach exists; provided, however, that any Beneficial Owner’s right to enforce the provisions of this undertaking shall be on behalf of all Beneficial Owners and shall be limited to a right to obtain specific performance of the County’s obligations under this Section 17 in a federal or state court located within the County and any failure by the County to comply with the provisions of this undertaking shall not be a default with respect to the Series 2021 Bonds.

(f) Notwithstanding the foregoing, each MSIR to which information shall be provided shall include each MSIR approved by the Securities and Exchange Commission prior to the issuance of the Series 2021 Bonds. In the event that the Securities and Exchange Commission approves any additional MSIRs after the date of issuance of the Series 2021 Bonds, the County shall, if the County is notified of such additional MSIRs, provide such information to the additional MSIRs. Failure to provide information to any new MSIR whose status as a MSIR is unknown to the County shall not constitute a breach of this covenant.

(g) The requirements of subsection (a) above do not necessitate the preparation of any separate annual report addressing only the Series 2021 Bonds. The requirements of subsection (a) may be met by the filing of an annual information statement or the County's Comprehensive Annual Financial Report, provided such report includes all of the required Annual Information and is available by June 1 of each year for the preceding Fiscal Year. Additionally, the County may incorporate any information in any prior filing with each MSIR or included in any final official statement of the County, provided such final official statement is filed with the MSRB.

(h) The County reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County, provided that the County agrees that any such modification will be done in a manner consistent with the Rule.

(i) Except to cure any ambiguity, inconsistency or formal defect or omission in the provisions of this Section 17, the County's covenants as to continuing disclosure (the "Covenants") may only be amended if:

(i) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity,

nature or status of the County or type of business conducted; the Covenants, as amended, would have complied with the requirements of the Rule at the time of award of the Series 2021 Bonds, after taking into account any amendments or change in circumstances; and the amendment does not materially impair the interests of the Beneficial Owners, as determined by Disclosure Counsel or other independent counsel knowledgeable in the area of federal securities laws and regulations; or

(ii) all or any part of the Rule, as interpreted by the staff of the Securities and Exchange Commission at the date of adoption of this Series 2021 Resolution, ceases to be in effect for any reason, and the County elects that the Covenants shall be deemed amended accordingly.

(j) Any assertion of beneficial ownership must be filed with the County, along with full documentary support as part of the written request described above.

(k) The Board further authorizes and directs the County Mayor to cause all other agreements to be made or action to be taken as required in connection with meeting the County's obligations as to the Covenants. The County Mayor shall further be authorized to make such additions, deletions and modifications to the Covenants as she shall deem necessary or desirable in consultation with the County Attorney, Bond Counsel and Disclosure Counsel.

**Section 18. Modification or Amendment.** This Series 2021 Resolution shall constitute a contract between the County and the Bondholders of the Series 2021 Bonds. Except as provided in this Series 2021 Resolution, no material amendment or modification of this Series 2021 Resolution or of any amendatory or supplemental resolution may be made without the consent of the registered owners of fifty-one percent (51%) or more in principal amount of the Series 2021 Bonds then Outstanding.

Notwithstanding anything in this Series 2021 Resolution to the contrary, (i) this Series 2021 Resolution may be amended without the consent of the Bondholders to provide clarification, correct omissions, make technical changes, comply with state laws, make such additions, deletions or modifications as may be necessary to assure compliance with Section 148 of the Code, as amended or otherwise as may be necessary to assure the exclusion of interest on the Series 2021 Bonds from gross income of the holders of the Series 2021 Bonds for federal income tax purposes, and such other amendments that do not materially adversely affect the interest of registered owners of the Series 2021 Bonds then Outstanding; and (ii) if a Credit Facility has been issued with respect to the Series 2021 Bonds, the Credit Facility Provider may give consents, on behalf of the registered owners of the Series 2021 Bonds insured or secured by it, to any of the foregoing amendments in accordance with the provisions of Section 803 of the Master Ordinance.

**Section 19. Authorization of Further Actions.** The County Mayor, the Finance Director, the County Attorney, the Clerk and other officers, employees and agents of the County are hereby authorized and directed to do all acts and things and to execute and deliver any and all documents and certificates which they deem necessary or advisable in order to consummate the issuance of the Series 2021 Bonds, the refunding of the Refunded CP Notes and the financing of the Series 2021 Project and otherwise to carry out, give effect to and comply with the terms and intent of this Series 2021 Resolution, the Series 2021 Bonds and the related documents. In the event that the County Mayor, the Finance Director, the Clerk or the County Attorney is unable to execute and deliver the contemplated documents, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the County.

**Section 20. Severability; Resolution Controlling.** In case any one or more of the provisions of this Series 2021 Resolution or any approved document shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Series 2021 Resolution or such document, as the case may be, and such other provisions shall be construed and enforced as if such illegal or invalid provisions had not been contained. All or any part of resolutions or proceedings in conflict with the provisions of this Series 2021 Resolution are to the extent of such conflict repealed or amended to the extent of such inconsistency.

**Section 21. Governing Law; Venue.** The Series 2021 Bonds are to be issued and this Series 2021 Resolution is adopted and such other documents necessary for the issuance of the Series 2021 Bonds shall be executed and delivered with the intent that, except to the extent otherwise specifically provided in such documents, the laws of the State shall govern their construction. Except as otherwise specifically provided in any such documents, venue shall lie in Miami-Dade County, Florida.

**Section 22. No Recourse Against County's Officers.** No covenant, agreement or obligation contained in this Series 2021 Resolution shall be deemed to be a covenant, agreement or obligation of any present or future official, officer, employee or agent of the County in the individual capacity of such person, and no official, officer, employee or agent of the County executing the Series 2021 Bonds shall be liable personally on the Series 2021 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2021 Bonds. No official, officer, employee, agent or advisor of the County shall incur any personal

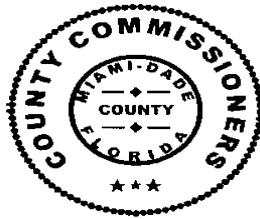
liability with respect to any other action taken by such person pursuant to this Series 2021 Resolution, provided the official, officer, employee, agent or advisor acts in good faith, but this Section 22 shall not relieve any official, officer, employee, agent or advisor of the County from the performance of any official duty provided by law or this Series 2021 Resolution.

**Section 23.** **Waivers.** The provisions of Resolution No. R-130-06, as amended, requiring that any contracts of the County with third parties be executed and finalized prior to their placement on an agenda of the Board are waived at the request of the County Mayor for the reasons set forth in the County Mayor's Memorandum.

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

|                                       |            |                        |            |
|---------------------------------------|------------|------------------------|------------|
| Jose "Pepe" Diaz, Chairman            | <b>aye</b> |                        |            |
| Oliver G. Gilbert, III, Vice-Chairman | <b>aye</b> |                        |            |
| Sen. René García                      | <b>aye</b> | Keon Hardemon          | <b>aye</b> |
| Sally A. Heyman                       | <b>aye</b> | Danielle Cohen Higgins | <b>aye</b> |
| Eileen Higgins                        | <b>aye</b> | Joe A. Martinez        | <b>aye</b> |
| Kionne L. McGhee                      | <b>aye</b> | Jean Monestime         | <b>aye</b> |
| Raquel A. Regalado                    | <b>aye</b> | Rebeca Sosa            | <b>aye</b> |
| Sen. Javier D. Souto                  | <b>aye</b> |                        |            |

The Chairperson thereupon declared this resolution duly passed and adopted this 16<sup>th</sup> day of March, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

**Melissa Adames**

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

JRA

Juliette R. Antoine

EXHIBIT A  
SERIES 2021 PROJECT

|                                                                                 |                   |
|---------------------------------------------------------------------------------|-------------------|
| WATER PROJECTS                                                                  | \$118,785,520     |
| WATER TREATMENT PLANT - FLORIDAN REVERSE OSMOSIS                                |                   |
| WATER - PIPES AND INFRASTRUCTURE PROJECTS                                       |                   |
| SOUTH MIAMI-DADE WATER TRANSMISSION MAINS IMPROVEMENTS                          |                   |
| WATER TREATMENT PLANT - ALEXANDER ORR, JR EXPANSION                             |                   |
| WATER TREATMENT PLANT - HIALEAH / PRESTON IMPROVEMENTS                          |                   |
| WATER TRANSPORTATION AND CONSTRUCTION EQUIPMENT                                 |                   |
| WATER TREATMENT PLANTS REPLACEMENT AND RENOVATIONS                              |                   |
| SOUTH MIAMI HEIGHTS WATER TREATMENT PLANT AND WELLFIELD                         |                   |
| WATER DISTRIBUTION SYSTEM EXTENSION ENHANCEMENTS                                |                   |
| NORTH MIAMI-DADE WATER TRANSMISSION MAINS IMPROVEMENTS                          |                   |
| CENTRAL MIAMI-DADE WATER TRANSMISSION MAINS IMPROVEMENTS                        |                   |
| SAFE DRINKING WATER ACT MODIFICATIONS - SWT RULE AND D-DBP                      |                   |
| SMALL DIAMETER WATER MAINS REPLACEMENT PROGRAM                                  |                   |
| <br>WASTEWATER PROJECTS                                                         | <br>\$564,964,421 |
| OCEAN OUTFALL LEGISLATION REGULATORY                                            |                   |
| WASTEWATER TREATMENT PLANTS - CONSENT DECREE PROJECTS                           |                   |
| SEWER PUMP STATION SYSTEMS - CONSENT DECREE PROJECTS                            |                   |
| WASTEWATER COLLECTION AND TRANSMISSION LINES - CONSENT DECREE PROJECTS          |                   |
| FLOW REDUCTION PROGRAM (FRP)                                                    |                   |
| SANITARY SEWER SYSTEM IMPROVEMENTS                                              |                   |
| CENTRAL MIAMI-DADE WASTEWATER TRANSMISSION MAINS AND PUMP STATIONS IMPROVEMENTS |                   |
| SOUTH DISTRICT WASTEWATER TRANSMISSION MAINS AND PUMP STATIONS IMPROVEMENTS     |                   |
| PUMP STATION IMPROVEMENTS PROGRAM                                               |                   |
| PUMP STATION GENERATORS AND MISCELLANEOUS UPGRADES                              |                   |
| WASTEWATER TREATMENT PLANTS MISCELLANEOUS UPGRADES                              |                   |
| NORTH MIAMI-DADE WASTEWATER TRANSMISSION MAINS AND PUMP STATIONS IMPROVEMENTS   |                   |
| WASTEWATER GENERAL MAINTENANCE AND OFFICE FACILITIES                            |                   |
| PEAK FLOW MANAGEMENT FACILITIES                                                 |                   |
| SOUTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT                            |                   |
| NORTH DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT                            |                   |
| CENTRAL DISTRICT UPGRADES - WASTEWATER TREATMENT PLANT                          |                   |
| SOUTH DISTRICT WASTEWATER TREATMENT PLANT EXPANSION - PHASE III                 |                   |
| SOUTH DISTRICT EXPANSION - WASTEWATER TREATMENT PLANT CAPACITY                  |                   |
| ESTABLISH A PUMP STATION RESILIENCE PROGRAM (PSRP)                              |                   |
| <br>TOTAL WATER AND WASTEWATER PROJECTS                                         | <br>\$683,749,941 |

EXHIBIT B

FORM OF SERIES 2021 BOND

No. R-

\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
MIAMI-DADE COUNTY, FLORIDA  
WATER AND SEWER SYSTEM REVENUE BOND,  
SERIES \_\_\_\_\_

INTEREST RATE

MATURITY

DATED DATE

CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County"), for value received, hereby promises to pay, but only from the special funds described in this Bond, to the Registered Owner of this Bond specified above on the date shown above, upon surrender of this Bond, the principal of this Bond and to pay to the Registered Owner of this Bond at the close of business on the Regular Record Date (defined below), but only from said special funds, interest on this Bond from the interest payment date next preceding the date on which this Bond is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date or if it is authenticated prior to the first interest payment date, in which event it shall bear interest from the Dated Date specified above, until payment of said principal amount has been made or provided for, at the interest rate shown above, computed on the basis of a 360-day year of twelve 30-day months on the first day of April and October of each year, commencing \_\_\_\_\_, 20\_\_\_. Regular Record Date for the purposes of this Bond shall mean the fifteenth day of the calendar month (whether or not a business day) next preceding the interest payment date. The interest on this Bond is payable by check or draft drawn on the Paying Agent hereinafter mentioned and the principal is payable at the designated corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, or at the duly designated office of any duly appointed alternate or successor paying agent (the "Paying Agent"), provided that for any Registered Owner of one million dollars (\$1,000,000) or more in principal amount of Bonds, such payment shall, upon the express written request of such Registered Owner delivered 15 days prior to an interest payment date, be made by wire transfer. If and to the extent, however, the County fails to make payment or provision for payment on any interest payment date of interest on this Bond, interest shall be payable to the Registered Owner of this Bond at the close of business on a special record date for the payment of such defaulted interest (the "Special Record Date") as established by notice mailed by the Registrar to the Registered Owner of this Bond not less than fifteen days preceding

such Special Record Date. Such notice shall be mailed to the person who is the Registered Owner of this Bond at the close of business on the fifth (5<sup>th</sup>) day preceding the date of mailing. The principal of and interest on this Bond shall be paid in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Bond is one of a duly authorized series of revenue bonds of the County designated as “Miami-Dade County, Florida Water and Sewer System Revenue Bonds, Series \_\_\_\_” (the “Series \_\_\_\_ Bonds”), issued for the principal purpose of [refunding the Refunded CP Notes and] paying Costs of the Series 2021 Project, pursuant to Ordinance No. 93-134, duly enacted by the Board of County Commissioners of Miami-Dade County, Florida (the “Board”) on November 16, 1993 (as amended, the “Master Ordinance”), Ordinance No. 13-47, duly enacted by the Board on June 4, 2013 (the “2013 Ordinance”), and Resolution No. R-\_\_\_\_-21, duly adopted by the Board on \_\_\_\_\_, 2021 (the “Series 2021 Resolution” and, together with the Master Ordinance and the 2013 Ordinance, the “Bond Ordinance”), reference to which Bond Ordinance is hereby made for the provisions, among others, with respect to the custody and application of the proceeds of the Series \_\_\_\_ Bonds, the funds charged with and pledged to the payment of the principal of and the interest on the Series \_\_\_\_ Bonds, the nature and extent of the security, the terms and conditions on which obligations on a parity with the Series \_\_\_\_ Bonds may be issued under the Master Ordinance, the rights, duties and obligations of the County under the Bond Ordinance and the rights of the owners of the Series \_\_\_\_ Bonds; and, by the acceptance of this Bond, the owner of this Bond assents to all the provisions of the Bond Ordinance. This Bond is issued, the Master Ordinance and the 2013 Ordinance were enacted and the Series 2021 Resolution was adopted under the authority of the Constitution and laws of the State of Florida, including, but not limited to, the Home Rule Amendment and Charter of Miami-Dade County, Florida, as amended, Chapters 125 and 166, Florida Statutes, as amended, the Code of Miami-Dade County, Florida, as amended, and all other applicable laws. Terms used in capitalized form in this Bond and not defined shall have the meanings assigned to such terms in the Bond Ordinance.

This Bond and the interest thereon is a special and limited obligation of the County, payable from and secured by a lien on and a pledge of certain income and earnings derived from the ownership and operation of the water and sewer utility (the “Utility”) of the County, subject to the prior payment of expenses of operation and maintenance of the Utility (the “Pledged Revenues”), all in the manner provided in the Master Ordinance.

The Outstanding Bonds, the Series \_\_\_\_ Bonds and any additional bonds (collectively, the “Bonds”) issued under the Master Ordinance are and will be equally and ratably secured, to the extent provided in the Master Ordinance, by the pledge of the Pledged Revenues.

This Bond shall be a special limited obligation of the County payable solely from and secured solely by Pledged Revenues. This Bond does not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or power of the County, the State or any political subdivision of the State, within the meaning of any constitutional, statutory or charter provision. Neither the State nor any political subdivision of the State nor the County shall be directly or indirectly or contingently obligated to levy any ad valorem taxes on any property to pay the principal of or the interest on this Bond or other related costs, or to pay the

same from any other funds of the County except from the Pledged Revenues. The acceptance of this Bond by the Registered Owner from time to time of this Bond shall be deemed an agreement between the County and such Registered Owner that this Bond and the indebtedness evidenced by this Bond shall not constitute a lien upon the Utility, any part of the Utility, or any other property of the County, but shall constitute a lien only on the Pledged Revenues.

The Series \_\_\_\_ Bonds maturing on October 1, \_\_\_\_ are subject to mandatory sinking fund redemption in part prior to maturity by lot, at a redemption price equal to 100% of the principal amount of the Series \_\_\_\_ Bonds to be redeemed, plus accrued interest to the date of redemption, commencing on October 1, \_\_\_\_ and on each October 1 thereafter, in the years and principal amounts set forth below:

Year

Principal Amount

---

\*Final Maturity

The Series \_\_\_\_ Bonds maturing on or before October 1, \_\_\_\_ shall not be subject to optional redemption prior to maturity. The Series \_\_\_\_ Bonds maturing on or after October 1, \_\_\_\_ are subject to optional redemption prior to maturity, at the option of the County, in whole or in part at any time, on or after October 1, \_\_\_\_, and if in part, in maturities determined by the County and by lot within a maturity, at a redemption price equal to 100% of the principal amount of the Series \_\_\_\_ Bonds or portion of such Series \_\_\_\_ Bonds to be redeemed, plus accrued interest to the date of redemption.

Any such redemption shall be made upon written notice not less than thirty (30) days prior to the redemption date to the Registered Owners of the Series \_\_\_\_ Bonds to be redeemed, in the manner and under the terms and conditions provided in the Bond Ordinance. On the date designated for redemption, notice having been given and moneys for payment of the redemption price, together with accrued interest, if any, to the redemption date, being held by the Paying Agent, all as provided in the Bond Ordinance, the Series \_\_\_\_ Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series \_\_\_\_ Bonds on such date, together with accrued interest, if any, to the redemption date, interest on the Series \_\_\_\_ Bonds so called for redemption shall cease to accrue, such Series \_\_\_\_ Bonds shall cease to be entitled to any benefit or security under the Bond Ordinance, and the Registered Owners of such Series \_\_\_\_ Bonds shall have no rights in respect of such Series \_\_\_\_ Bonds except to receive payment of the redemption price, together with accrued interest, if any, to the redemption date. If less than all of one Series \_\_\_\_ Bond is selected for redemption, the Registered Owner of such Series \_\_\_\_ Bond or his legal representative shall present and surrender such Series \_\_\_\_ Bond to the Paying Agent for payment of the principal amount of the Series \_\_\_\_ Bond called for redemption, together with accrued interest, if any, to the redemption date, and the County shall execute and the Registrar shall authenticate and deliver to or upon the order of such Registered Owner or his legal representative, without charge, for the unredeemed portion of the principal amount of the old Series \_\_\_\_ Bond, a new Series \_\_\_\_ Bond of the

same maturity, bearing interest at the same rate and of any denomination or denominations authorized by the Bond Ordinance.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Bond Ordinance, or to institute action to enforce the covenants contained in the Bond Ordinance, or to take any action with respect to any event of default under the Bond Ordinance, or to institute, appear in or defend any suit or other proceeding, except as provided in the Bond Ordinance.

Modifications or alterations of the Bond Ordinance or of any amendatory or supplemental ordinance or resolution may be made only to the extent and in the circumstances permitted by the Bond Ordinance.

This Bond is transferable by the Registered Owner in person or by his attorney duly authorized in writing at the designated corporate trust office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Series \_\_\_\_ Bond or Series \_\_\_\_ Bonds of the same maturity and interest rate and of authorized denomination or denominations for the same aggregate principal amount will be issued in exchange to the transferee.

The Registrar shall not be required to transfer or exchange any Series \_\_\_\_ Bond (a) during the period beginning on a Regular Record Date and ending on the next succeeding interest payment date, (b) during the period 15 days next preceding any selection of Series \_\_\_\_ Bonds to be redeemed or thereafter until after the mailing of any notice of redemption, or (c) called for redemption.

Each Series \_\_\_\_ Bond delivered pursuant to any provision of the Bond Ordinance in exchange or substitution for, or upon the transfer of the whole or any part of one or more other Series \_\_\_\_ Bonds, shall carry all of the rights to interest accrued and unpaid and to accrue that were carried by the whole or such part, as the case may be, of such one or more other Series \_\_\_\_ Bonds, and notwithstanding anything contained in the Bond Ordinance, such Series \_\_\_\_ Bonds shall be so dated or bear such notation, that neither gain nor loss in interest shall result from any such exchange, substitution or transfer.

No recourse shall be had for the payment of the principal of or interest on this Bond, or for any claim based on this Bond or on the Bond Ordinance, against any member, officer or employee, past, present or future, of the County or of any successor body, as such, either directly or through the County or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability of such members, officers or employees being released as a condition of and as consideration for the enactment of the Master Ordinance and the 2013 Ordinance and the adoption of the Series 2021 Resolution by the County and the issuance of this Bond.

The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered upon the books kept by the Registrar as the absolute owner for the purpose of receiving payment of, or on account of, the principal of and the interest due on this

Bond and for all other purposes; and neither the County, the Registrar nor the Paying Agent shall be affected by notice to the contrary except upon the due execution and delivery to the Registrar of the Certificate of Transfer set forth at the end of this Bond.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the Bond Ordinance to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed.

This Bond is not valid unless the Registrar's Certificate of Authentication endorsed on this Bond is duly executed.

IN WITNESS WHEREOF, Miami-Dade County, Florida has caused this Bond to be executed in its name and on its behalf by the facsimile signature of its Mayor and a facsimile of the seal to be printed hereon and attested by the facsimile signature of its Clerk and has caused this Bond to be dated as of \_\_\_\_\_.

MIAMI-DADE COUNTY, FLORIDA

[SEAL]

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk of the Board of  
County Commissioners

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds of the Series designated herein, described in the within-mentioned Bond Ordinance.

\_\_\_\_\_,  
as Registrar

By: \_\_\_\_\_  
Authorized Signatory

Date of Authentication: \_\_\_\_\_

## CERTIFICATE OF TRANSFER

FOR VALUE RECEIVED, \_\_\_\_\_, the undersigned, hereby sells, assigns and transfers unto \_\_\_\_\_ (Tax Identification or Social Security No. \_\_\_\_\_) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common  
TEN ENT -- as tenants by the entireties  
JT TEN -- as joint tenants with rights of survivorship and not as tenants in common

UNIFORM GIFT MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

Under Uniform Gifts to Minors Act

\_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the above list.

EXHIBIT C

BOND PURCHASE AGREEMENT

On file with the Clerk's office

EXHIBIT D

PRELIMINARY OFFICIAL STATEMENT

**PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2021**

**NEW ISSUE - BOOK-ENTRY ONLY**

**RATINGS:** See "RATINGS" herein.

*In the opinion of Squire Patton Boggs (US) LLP and D. Seaton and Associates, P.A., Bond Counsel, under existing law: (i) assuming continuing compliance with certain covenants and the accuracy of certain representations, interest on the Series 2021 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax, and (ii) the Series 2021 Bonds and the income thereon are exempt from taxation under the laws of the State of Florida, except estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. Interest on the Series 2021 Bonds may be subject to certain federal taxes imposed only on certain corporations. For a more complete discussion of the tax aspects relating to the Series 2021 Bonds, see "TAX MATTERS".*

\$ \_\_\_\_\_ \*  
**MIAMI-DADE COUNTY, FLORIDA**  
**WATER AND SEWER SYSTEM REVENUE BONDS,**  
**SERIES 2021**

**Dated: Date of Delivery**

**Due: October 1, as shown on the inside front cover**

Miami-Dade County, Florida (the "County") is issuing its Water and Sewer System Revenue Bonds, Series 2021 (the "Series 2021 Bonds") as fully-registered bonds in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2021 Bonds. Since purchases of beneficial interests in the Series 2021 Bonds will be made in book-entry only form in denominations of \$5,000 or any integral multiple of \$5,000, beneficial owners will not receive physical delivery of bond certificates. Interest on the Series 2021 Bonds will be payable semi-annually on October 1 and April 1 of each year, commencing October 1, 2021. Principal of the Series 2021 Bonds will be payable at the designated office of \_\_\_\_\_, as Paying Agent and Registrar for the Series 2021 Bonds. As long as DTC or its nominee is the registered owner of the Series 2021 Bonds, payments of the principal of and interest on the Series 2021 Bonds will be made directly to DTC or its nominee. See "APPENDIX I – BOOK-ENTRY ONLY SYSTEM".

Payment of the principal of and interest on the Series 2021 Bonds is secured, on a parity basis with certain other outstanding Bonds as described herein, by a pledge of and a lien on the Pledged Revenues, which consist of the Net Operating Revenues (as such terms are defined in this Official Statement) of the County's water and sewer utility system (the "Utility").

The Series 2021 Bonds are subject to optional redemption and mandatory sinking fund redemption prior to maturity under the terms and conditions as more fully described in this Official Statement.

The proceeds of the Series 2021 Bonds will be used to: [(i) refund all of the outstanding Miami-Dade County, Florida Water and Sewer System Commercial Paper Notes, Series \_\_\_\_-1 (Tax-Exempt)]; (ii) pay the costs of the Series 2021 Project (as defined herein); (iii) make a deposit to the Reserve Account; and (iv) pay the costs of issuance of the Series 2021 Bonds.

THE SERIES 2021 BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE COUNTY PAYABLE SOLELY FROM AND SECURED SOLELY BY PLEDGED REVENUES. THE SERIES 2021 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS, LIABILITY, GENERAL OR MORAL OBLIGATION, OR A PLEDGE OF THE FAITH, CREDIT OR POWER OF THE COUNTY, THE STATE OF FLORIDA (THE "STATE") OR ANY POLITICAL SUBDIVISION OF THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION. NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION OF THE STATE NOR THE COUNTY SHALL BE DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATED TO LEVY ANY AD VALOREM TAXES ON ANY PROPERTY TO PAY PRINCIPAL OF, OR THE INTEREST ON, THE SERIES 2021 BONDS OR OTHER RELATED COSTS, OR TO PAY THE SAME FROM ANY OTHER FUNDS OF THE COUNTY EXCEPT FROM THE PLEDGED REVENUES. THE ACCEPTANCE OF THE SERIES 2021 BONDS BY THE REGISTERED OWNERS FROM TIME TO TIME OF THE SERIES 2021 BONDS SHALL BE DEEMED AN AGREEMENT BETWEEN THE COUNTY AND SUCH REGISTERED OWNERS THAT THE SERIES 2021 BONDS AND THE INDEBTEDNESS EVIDENCED BY THE SERIES 2021

BONDS SHALL NOT CONSTITUTE A LIEN UPON THE UTILITY, ANY PART OF THE UTILITY, OR ANY OTHER PROPERTY OF THE COUNTY, BUT SHALL CONSTITUTE A LIEN ONLY ON THE PLEDGED REVENUES.

See the inside cover page for maturities, principal amounts, interest rates, prices, yields and initial CUSIP numbers.

This cover page contains information for quick reference only. It is *not* a complete summary of the information in this Official Statement. Investors must read this entire Official Statement, including the Appendices, to obtain information essential in making an informed investment decision with respect to the purchase of the Series 2021 Bonds.

The Series 2021 Bonds are offered when, as and if issued by the County and accepted by the Underwriters, subject to the opinions on certain legal matters relating to their issuance of Squire Patton Boggs (US) LLP, Miami, Florida, and D. Seaton and Associates, P.A., Miami, Florida, Bond Counsel for the County. Certain legal matters will be passed upon for the County by the Office of the Miami-Dade County Attorney. Certain legal matters relating to disclosure will be passed upon for the County by Nabors, Giblin & Nickerson, P.A., Tampa, Florida, and Manuel Alonso-Poch, P.A., Miami, Florida, Disclosure Counsel. Certain legal matters will be passed upon for the Underwriters by their counsel, \_\_\_\_\_, \_\_\_\_\_, Florida. Public Resources Advisory Group, St. Petersburg, Florida, has served as Financial Advisor to the County in connection with the issuance of the Series 2021 Bonds. It is expected that the Series 2021 Bonds will be available for delivery through DTC in New York, New York, on or about April \_\_, 2021.

[INSERT UNDERWRITERS]

Dated: April \_\_, 2021

---

\*Preliminary, subject to change.

\$ \_\_\_\_\_<sup>(1)</sup>  
**MIAMI-DADE COUNTY, FLORIDA**  
**WATER AND SEWER SYSTEM REVENUE BONDS,**  
**SERIES 2021**

**MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES,  
 PRICES, YIELDS AND INITIAL CUSIP NUMBERS**

\$ \_\_\_\_\_<sup>(1)</sup> Series 2021 Serial Bonds

| Maturity<br>Date <sup>(1)</sup><br>(October 1) | Principal<br>Amount <sup>(1)</sup> | Interest<br>Rate | Price | Yield | Initial<br>CUSIP No. <sup>(2)</sup> |
|------------------------------------------------|------------------------------------|------------------|-------|-------|-------------------------------------|
|                                                | \$                                 | %                |       | %     |                                     |

\$ \_\_\_\_\_<sup>(1)</sup> .\_\_ % Series 2021 Term Bonds due October 1, 20\_\_<sup>(1)</sup> Price \_\_\_\_\_ Yield \_\_.\_\_\_\_%,  
 Initial CUSIP No. \_\_\_\_\_<sup>(2)</sup>

\$ \_\_\_\_\_<sup>(1)</sup> .\_\_ % Series 2021 Term Bonds due October 1, 20\_\_<sup>(1)</sup> Price \_\_\_\_\_ Yield \_\_.\_\_\_\_%,  
 Initial CUSIP No. \_\_\_\_\_<sup>(2)</sup>

<sup>(1)</sup> Preliminary, subject to change.

<sup>(2)</sup> CUSIP numbers have been assigned by an organization not affiliated with the County and are included solely for the convenience of the Bondholders only at the time of issuance of the Series 2021 Bonds and neither the County nor the Underwriters make any representation with respect to such CUSIP numbers, nor undertake any responsibility for their accuracy now or at any time in the future. The CUSIP numbers are subject to being changed after the issuance of the Series 2021 Bonds as a result of various subsequent actions, including, but not limited to, a refunding in part of the Series 2021 Bonds.

**MIAMI-DADE COUNTY, FLORIDA**

Daniella Levine Cava, Mayor

**MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS**

Jose "Pepe" Diaz, Chairman

Oliver G. Gilbert, III, Vice-Chairman

| <b>Name</b>            | <b>District</b> | <b>Name</b>             | <b>District</b> |
|------------------------|-----------------|-------------------------|-----------------|
| Oliver G. Gilbert, III | 1               | Danielle Cohen Higgins  | 8               |
| Jean Monestime         | 2               | Kionne L. McGhee        | 9               |
| Keon Hardemon          | 3               | Senator Javier D. Souto | 10              |
| Sally A. Heyman        | 4               | Joe A. Martinez         | 11              |
| Eileen Higgins         | 5               | Jose "Pepe" Diaz        | 12              |
| Rebeca Sosa            | 6               | René Garcia             | 13              |
| Raquel A. Regalado     | 7               |                         |                 |

**COUNTY CLERK**

Harvey Ruvin

**COUNTY ATTORNEY**

Abigail Price-Williams, Esq.

**DEPUTY MAYOR/FINANCE DIRECTOR**

Edward Marquez

**WATER AND SEWER DEPARTMENT**

Josenrique Cueto, P.E., Interim Director

Hardeep Anand, P.E., Deputy Director – Capital Improvement Program

Antonio Cotarelo, P.E., Deputy Director – Operations

Frances G. Morris, Chief Financial Officer

Carmen Viera-Baker, Deputy Director-Administration

**BOND COUNSEL**

Squire Patton Boggs (US) LLP  
Miami, Florida

D. Seaton and Associates, P.A.  
Miami, Florida

**DISCLOSURE COUNSEL**

Nabors, Giblin & Nickerson, P.A.  
Tampa, Florida

Manuel Alonso-Poch, P.A.  
Miami, Florida

**FINANCIAL ADVISOR**

Public Resources Advisory Group  
St. Petersburg, Florida

**CONSULTING ENGINEER**

Arcadis U.S., Inc.  
Miami, Florida

Planning and Economics Group, Inc.  
Miami, Florida

**INDEPENDENT PUBLIC ACCOUNTANTS**

Marcum, LLP  
Miami, Florida

NO DEALER, BROKER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED BY THE COUNTY, THE DEPARTMENT OR THE UNDERWRITERS TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COUNTY, THE DEPARTMENT OR THE UNDERWRITERS. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THE SERIES 2021 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE ONLY AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISIONS OR SECTIONS IN THIS OFFICIAL STATEMENT. THE OFFERING OF THE SERIES 2021 BONDS IS MADE ONLY BY MEANS OF THIS ENTIRE OFFICIAL STATEMENT.

THIS OFFICIAL STATEMENT CONTAINS STATEMENTS WHICH, TO THE EXTENT THEY ARE NOT RECITATIONS OF HISTORICAL FACT, CONSTITUTE "FORWARD-LOOKING STATEMENTS." IN THIS RESPECT, THE WORDS "ESTIMATE," "PROJECT," "ANTICIPATE," "EXPECT," "INTEND," "BELIEF," AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD LOOKING STATEMENTS. SUCH STATEMENTS MAY BE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTEMPLATED IN SUCH FORWARD LOOKING STATEMENTS.

THE UNDERWRITERS HAVE PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. *THE UNDERWRITERS HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, THEIR RESPECTIVE RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.*

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: [WWW.MUNIOS.COM](http://WWW.MUNIOS.COM) AND [WWW.EMMA.MSRB.ORG](http://WWW.EMMA.MSRB.ORG). THIS OFFICIAL STATEMENT MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR IF IT IS PRINTED IN FULL DIRECTLY FROM SUCH WEBSITES.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2021 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE SERIES 2021 BONDS TO CERTAIN DEALERS AND OTHERS AT YIELDS HIGHER THAN THE YIELDS STATED ON THE INSIDE COVER PAGE OF THIS OFFICIAL STATEMENT, AND SUCH PUBLIC OFFERING YIELDS MAY BE CHANGED FROM TIME TO TIME, AFTER THE INITIAL OFFERING TO THE PUBLIC, BY THE UNDERWRITERS.

THE SERIES 2021 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, NOR HAS THE BOND ORDINANCE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PLEDGED REVENUES AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND INVESTMENT RISKS INVOLVED. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR GOVERNMENTAL

ENTITY OR AGENCY WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED OR RECOMMENDED THE SERIES 2021 BONDS FOR SALE. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS OFFICIAL STATEMENT FOR PURPOSES OF RULE 15c2-12 OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, AS AMENDED, AND IN EFFECT ON THE DATE HEREOF.

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## OFFICIAL STATEMENT

relating to

\$ \_\_\_\_\_ \*

**MIAMI-DADE COUNTY, FLORIDA**  
**WATER AND SEWER SYSTEM REVENUE BONDS,**  
**SERIES 2021**

### INTRODUCTION

The purpose of this Official Statement of Miami-Dade County, Florida (the "County"), which includes the inside cover page and Appendices, is to furnish certain information in connection with the issuance and sale by the County of \$ \_\_\_\_\_ \* aggregate principal amount of Miami-Dade County, Florida Water and Sewer System Revenue Bonds, Series 2021 (the "Series 2021 Bonds"). The Series 2021 Bonds are being issued pursuant to the authority of, and in compliance with, the Constitution and Laws of the State of Florida (the "State"), including without limitation, (i) Chapter 125 and Chapter 166, Florida Statutes, each as amended; (ii) the Home Rule Amendment and Charter of the County, as amended; (iii) the Code of the County, as amended; and (iv) Ordinance No. 93-134 enacted by the Board of County Commissioners of the County (the "Board") on November 16, 1993 (the "Original Ordinance"), as amended by Ordinance No. 13-47 enacted by the Board on June 4, 2013 (the "2013 Ordinance"; and together with the Original Ordinance as amended by the 2013 Ordinance, the "Master Ordinance") and Resolution No. R-\_\_\_\_\_-21 adopted by the Board on \_\_\_\_\_, 2021 (the "Series 2021 Resolution" and, together with the Master Ordinance, the "Bond Ordinance"). The full text of the Bond Ordinance is appended to this Official Statement as "APPENDIX D – THE BOND ORDINANCE."

The Series 2021 Bonds are being issued for the purposes described under the heading "PLAN OF FINANCE."

Payment of principal of and interest on the Series 2021 Bonds is secured, on a parity basis as described below, by a pledge of and lien on the Pledged Revenues, which consist of the Net Operating Revenues (as such terms are defined herein) of the County's water and wastewater utility system (the "Utility"). *See* "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS."

The Series 2021 Bonds are being issued on a parity basis as to the source and security for payment with:

(i) the \$68,300,000 original aggregate principal amount of Miami-Dade County, Florida Water and Sewer System Revenue Bonds, Series 2008A, currently outstanding in the principal amount of \$13,395,000 (the "Series 2008A Bonds");

(ii) the \$374,555,000 original aggregate principal amount of Miami-Dade County, Florida Water and Sewer System Revenue Refunding Bonds, Series 2008B, currently outstanding in the principal amount of \$97,745,000 (the "Series 2008B Bonds");

(iii) the \$481,175,000 original aggregate principal amount of Miami-Dade County, Florida Water and Sewer System Revenue Refunding Bonds, Series 2015, currently outstanding in the principal amount of \$444,995,000 (the "Series 2015 Bonds");

(iv) the \$381,355,000 original aggregate principal amount of Miami-Dade County, Florida Water and Sewer System Revenue Bonds, Series 2017A, all of which are currently outstanding (the "Series 2017A Bonds");

---

\* Preliminary, subject to change.

(v) the \$548,025,000 original aggregate principal amount of Miami-Dade County, Florida Water and Sewer System Revenue Refunding Bonds, Series 2017B, all of which are currently outstanding (the "Series 2017B Bonds");

(vi) the \$233,305,000 original aggregate principal amount of Miami-Dade County, Florida Water and Sewer System Revenue Bonds, Series 2019, all of which are currently outstanding (the "Series 2019 Bonds");

(vii) the \$663,860,000 original aggregate principal amount of Miami-Dade County, Florida Water and Sewer System Revenue Bonds, Series 2019B, all of which are currently outstanding (the "Series 2019B Bonds"); and

(viii) the \$548,090,000 original aggregate principal amount of Miami-Dade County, Florida Water and Sewer System Revenue Bonds, Series 2019C, all of which are currently outstanding (the "Series 2019C Bonds" and, collectively with the Series 2008A Bonds, the Series 2008B Bonds, the Series 2015 Bonds, the Series 2017A Bonds, the Series 2017B Bonds, the Series 2019 Bonds and the Series 2019B Bonds, the "Outstanding Bonds"), and any future Additional Bonds, Completion Bonds and Refunding Bonds and with any future Hedge Obligations. *See* "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS – Flow of Funds," " – Additional Bonds," " – Refunding Bonds," and " – Completion Bonds." Any bonds issued under the provisions of the Master Ordinance shall be referred to as the "Bonds."

This Official Statement contains descriptions of, among other things, the Series 2021 Bonds, the Bond Ordinance, the Miami-Dade Water and Sewer Department (the "Department") and the County. Such descriptions and information do not purport to be comprehensive or definitive. Certain information in this Official Statement has been provided by The Depository Trust Company, New York, New York ("DTC"). The County and the Department have not provided information in this Official Statement with respect to DTC and do not certify as to the accuracy or sufficiency of the disclosure policies of or content provided by DTC and are not responsible for the information provided by DTC. All references in this Official Statement to the Bond Ordinance and related documents are qualified by reference to such documents, and references to the Series 2021 Bonds are qualified in their entirety by reference to the form of such bonds included in the Bond Ordinance. *All capitalized terms in this Official Statement shall have the meanings assigned to such terms in the Bond Ordinance unless another meaning is ascribed to any of such terms in this Official Statement.*

## PLAN OF FINANCE

The proceeds of the Series 2021 Bonds, together with certain other available funds of the Department, will be used to: (i) [refund all of the outstanding Miami-Dade County, Florida Water and Sewer System Commercial Paper Notes, Series \_\_-1 (Tax-Exempt) (the "Refunded CP Notes"), (ii)] pay the cost of the Series 2021 Project (as defined herein), (iii) make a deposit to the Reserve Account, and (iv) pay the costs of issuance of the Series 2021 Bonds. *See* "SERIES 2021 BONDS ESTIMATED SOURCES AND USES OF FUNDS."

[The Refunded CP Notes are currently outstanding in the aggregate principal amount of \$ \_\_\_\_\_ and will be paid in full on the date of issuance of the Series 2021 Bonds. The Refunded CP Notes were issued for the purpose of providing temporary funding for a portion of the costs of the Department's Multi-Year Capital Plan (the "MYCIP"), and the Series 2021 Bonds are being issued to provide long-term financing for such expenditures.]

The Series 2021 Bonds are part of a series of Water and Sewer Revenue Bond new money issues previously issued and expected to be issued in the future by the County to fund the costs of the MYCIP. The Department's long-term MYCIP is approximately \$7.5 billion, of which approximately [\$1.9] billion has been funded. [The Department has identified approximately \$4.2 billion in capital needs to be funded over the next five fiscal years (the current MYCIP) which runs from fiscal year 2020 through 2025. An additional \$1.5 billion in capital needs is expected to be funded after 2025.] *See* "FINANCIAL OPERATIONS - Multi-Year Capital Plan" herein for a description of such capital needs and projected costs. The Series 2021 Project includes the improvements described in Exhibit A to the Series 2021 Resolution. *See* "APPENDIX D – THE BOND ORDINANCE." *See* also "SERIES 2021 BONDS ESTIMATED SOURCES AND USES OF FUNDS."

## General

The Series 2021 Bonds will be issued initially as fully registered bonds in the name of Cede & Co., as nominee of DTC, which will act as initial securities depository for the Series 2021 Bonds. Purchases of the Series 2021 Bonds will be made through a book-entry only system maintained by DTC, in denominations of \$5,000 or any integral multiple of \$5,000, and purchasers of the Series 2021 Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates. As long as DTC or its nominee is the registered owner of the Series 2021 Bonds, the principal and interest payments will be made to DTC or its nominee, which will in turn remit such principal and interest payments to DTC's Participants (as defined in APPENDIX I) for subsequent disbursement to the Beneficial Owners. *See* "APPENDIX I – BOOK-ENTRY ONLY SYSTEM."

**Mandatory Redemption.** The Series 2021 Bonds maturing on October 1, 20\_\_, are subject to mandatory sinking fund redemption in part, prior to maturity, by lot, at a redemption price equal to the principal amount of the Series 2021 Bonds to be redeemed, commencing on October 1, 20\_\_, in the years and principal amounts set forth below:

\*

The Series 2021 Bonds maturing on October 1, 20\_\_, are subject to mandatory sinking fund redemption in part, prior to maturity, by lot, at a redemption price equal to the principal amount of the Series 2021 Bonds to be redeemed, commencing on October 1, 20\_\_, and on each October 1 thereafter, in the years and principal amounts set forth below:

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Notice of Redemption. In the event any Series 2021 Bonds are called for redemption, the Paying Agent shall give notice in the name of the County, of the redemption of such Series 2021 Bonds, which notice shall (i) specify the Series 2021 Bonds to be redeemed, the CUSIP numbers, certificate numbers, the date of issue, interest rate, maturity date of the Series 2021 Bonds to be redeemed, the redemption date, the date of notice, the redemption price and the place or places where amounts due upon such redemption will be payable (which shall be the designated principal corporate trust office of the Paying Agent or of its agent) and, if less than all of the Series 2021 Bonds are to be redeemed, the numbers of the Series 2021 Bonds and the portion of Series 2021 Bonds so to be redeemed and (ii) state that on the redemption date, the Series 2021 Bonds to be redeemed shall cease to bear interest.

Notice of redemption shall be given by the Paying Agent in the name of the County by mailing a copy of the redemption notice to Cede & Co., as nominee of DTC, as registered owner of the Series 2021 Bonds, or, if DTC is no longer the registered owner of the Series 2021 Bonds, then to the then registered owners of the Series 2021 Bonds at least thirty (30) days prior to the date fixed for redemption, by first class mail and postage prepaid at their addresses appearing on the bond registration books of the County maintained by the Registrar, and if applicable, to the securities depository.

A second notice of redemption shall be given (within 60 days after the redemption date) in the manner required above, to the registered Holders of redeemed Series 2021 Bonds which have not been presented for payment within 30 days after the redemption date. However, failure to give such notice shall not affect the validity of the redemption of the Series 2021 Bonds.

Effect of Calling for Redemption. On the date so designated for redemption, notice having been mailed as provided in the Master Ordinance, the Series 2021 Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2021 Bonds on such date, together with accrued interest, if any, and moneys for payment of the redemption price, together with accrued interest, if any, being held in separate accounts by the Paying Agent in trust for the registered owners of the Series 2021 Bonds to be redeemed, interest on the Series 2021 Bonds so called for redemption shall cease to accrue, such Series 2021 Bonds shall not be deemed to be Outstanding for purposes of the Bond Ordinance, and shall cease to be entitled to any lien, benefit or security under the Bond Ordinance, and the registered owners of such Series 2021 Bonds shall have no rights in respect of the Series 2021 Bonds except to receive payment of the redemption price of the Series 2021 Bonds, together with accrued interest, if any, to such date.

Whenever any Series 2021 Bonds shall be delivered to the Paying Agent for cancellation, upon payment of the principal amount of the Series 2021 Bonds, or for replacement, transfer or exchange, such Series 2021 Bonds shall be canceled and destroyed by the Paying Agent, and counterparts of the certificate of destruction evidencing any such destruction shall be furnished to the County.

Conditional Notice of Redemption. In the case of an optional redemption of any Series 2021 Bonds, the notice of redemption may state that (1) it is conditioned upon the deposit of moneys with the Paying Agent or with an escrow agent under an escrow deposit agreement, in amounts necessary to effect the redemption, no later than the redemption date or (2) the County retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded. Any such notice of Conditional Redemption shall be captioned "Conditional Notice of Redemption." Any Conditional Redemption may be rescinded at any time prior to the redemption date if the County delivers a written direction to the Paying Agent directing the Paying Agent to rescind the redemption notice. The Paying Agent shall give prompt notice of such rescission to the affected Bondholders. Any Series 2021 Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the County to make such funds available shall constitute an Event of Default under the Bond Ordinance. The County shall give immediate notice to each MSIR (as hereinafter defined) and the affected Bondholders that the redemption did not occur and that the Series 2021 Bonds called for redemption and not so paid remain Outstanding under the Bond Ordinance.

## SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS

### Pledged Revenues

The payment of principal of and interest on the Series 2021 Bonds is secured by a pledge of and lien on the Net Operating Revenues of the Utility (the "Pledged Revenues"). For a description of the application and use of the Pledged Revenues, see "Flow of Funds" below. The Series 2021 Bonds are being issued on a parity basis as to source and security for payment with the Outstanding Bonds, any future Bonds and with certain Hedge Obligations as hereinafter described in this Official Statement. See "INTEREST RATE SWAP AGREEMENTS."

The term "Net Operating Revenues" is defined in the Master Ordinance as Operating Revenues reduced by Operating Expenses. The term "Operating Revenues" is defined in the Master Ordinance as all operating income or earnings received or accrued by the County from the ownership, operation or use of the Utility, or any part of the Utility, including, but not limited to, user charges for the provision of water service and sewer service, meter installation fees, and the like, delinquent charges and investment earnings, but shall exclude any income from the investment of the Construction Fund, proceeds from insurance (except business interruption insurance), condemnation or the disposition of property not in the ordinary course of business, Capital Facilities Charges, grants and proceeds from the sale of any obligations of the County (exclusive of short-term obligations for Utility working capital) and payments on special assessments for water and sewer improvements.

The term "Capital Facilities Charges" is defined in the Master Ordinance as all payments received by the County or the Department which are related to acquiring, constructing, expanding or equipping capacity and facilities of the Utility, for the purpose of reserving capacity in either the Water System or the Sewer System, connecting to either System, or paying or reimbursing any capital cost relating to such acquisition, construction, expansion or equipping of excess and unused capacity of either System or any expansion thereof, including connection charges and impact fees relative to the Utility, but shall not include (i) amounts received for the acceptance, treatment or disposal of sewage, (ii) amounts received from the sale of water, (iii) meter installation fees and (iv) other revenues constituting Operating Revenues.

The term "Operating Expenses" is defined in the Master Ordinance as all current expenses, paid or accrued, and any Operating Expense reserve described in Section 503 of the Master Ordinance, for the operation, maintenance and ordinary current repairs of the Utility and its components, as calculated in accordance with generally accepted accounting principles for municipal utilities ("GAAP"), including, without limitation, insurance premiums (or comparable payments under a self-insurance or risk management program), labor, cost of materials and supplies used for current operation, charges for the accumulation of appropriate reserves for current expenses not annually recurrent but which are such as may reasonably be expected to be incurred in accordance with GAAP and Credit Facility Charges, administrative expenses and professional fees and expenses, before depreciation, amortization and interest expense determined in accordance with GAAP, provided, however, there will not be taken into account:

- (a) any gain or loss resulting from either the extinguishment or refinancing of indebtedness;
- (b) loss from the sale, exchange or other disposition of capital assets not made in the ordinary course of business; and
- (c) any capital expenditures for renewal, replacement, expansion or acquisition of capital assets of the Utility (including any deposit to reserves therefor).

The Master Ordinance would permit the County to acquire a water and/or sewer system and specifically designate such system to be a "Separate System" for purposes of the Master Ordinance. Any Separate System so designated would not constitute a part of the Utility, and revenues generated by such Separate System would not constitute Operating Revenues subject to the lien of the Master Ordinance and costs allocable thereto would not be taken into account for purposes of determining Operating Expenses and Net Operating Revenues. There are currently no Separate Systems.

## Flow of Funds

Section 502 of the Master Ordinance creates the following funds and accounts (all of which are to be held by the County) for the security of the Outstanding Bonds, the Series 2021 Bonds, and any future Bonds:

- (a) the Revenue Fund;
- (b) the Debt Service Fund, and therein a Bond Service Account, a Redemption Account and a Reserve Account;
- (c) the Renewal and Replacement Fund;
- (d) the Plant Expansion Fund;
- (e) the Rate Stabilization Fund; and
- (f) the General Reserve Fund.

In addition, the Series 2021 Resolution creates the "Series 2021 Bond Service Subaccount" and the "Series 2021 Redemption Subaccount" in the Debt Service Fund.

Section 503 of the Master Ordinance requires that the County deposit all Operating Revenues of the Utility in the Revenue Fund as received, and that all moneys in the Revenue Fund be applied in the order of priority described below:

(1) The County must make withdrawals from the Revenue Fund in amounts necessary to pay Operating Expenses and to establish an Operating Expense reserve in an amount determined by the County (which may not exceed 1/6<sup>th</sup> of the budgeted Operating Expenses for the then-current Fiscal Year).

(2) Subject only to the payments and set asides described in (1) above, the remaining moneys in the Revenue Fund are required to be applied on or before the 20<sup>th</sup> day of each month in the following order:

(i) to the credit of the Bond Service Account, an amount equal to one-sixth (1/6<sup>th</sup>) of the amount of the interest payable on the Bonds of each Series on the interest payment date next succeeding (less any amount received as capitalized or accrued interest from the proceeds of any Bonds which is available for such interest payment) and an amount equal to one-twelfth (1/12<sup>th</sup>) of the next maturing installment of principal (or Accreted Value, as applicable) on all Serial Bonds then outstanding; provided, however, that:

(A) in each month intervening between the date of delivery of a Series of Bonds, and the next succeeding interest payment date and the next succeeding principal payment date, respectively, the amount specified in this subparagraph (i) shall be that amount which when multiplied by the number of deposits to the credit of the Bond Service Account required to be made during such respective periods will equal the amounts required (in addition to any amounts received as accrued interest or capitalized interest from the proceeds of such Bonds) for such next succeeding interest payment and next maturing installment of principal, respectively;

(B) the amount specified in this subparagraph (i) shall be reduced to take into account Hedge Receipts to be received on or before the succeeding interest payment date and shall be increased to provide for the payment of any Hedge Obligations to be paid on or before the succeeding interest payment date; and

(C) with respect to any Bonds (or any Hedge Agreement) bearing interest at a Variable Rate and/or payable other than semiannually, the amount specified in this subparagraph (i) for the payment of interest (or Hedge Obligation) shall be that amount necessary to provide substantially equal monthly payments for the payment of such interest (or Hedge Obligation) on the payment dates therefor;

(ii) to the credit of the Redemption Account, an amount equal to one-twelfth (1/12<sup>th</sup>) of the principal amount (or Accreted Value, as applicable) of Term Bonds of each Series then Outstanding required to be retired in satisfaction of the Amortization Requirements for such Bond Year, plus the redemption premiums, if any, which would be payable in such Bond Year if such Term Bonds were to be redeemed prior to their respective maturities from moneys held for the credit for the Debt Service Fund;

(iii) to the credit of the Reserve Account, the Reserve Account deposit requirement established by the Master Ordinance for such month; provided, however, no deposit shall be required in any month in which the amount on deposit in the Reserve Account is at least equal to the Reserve Account Requirement. If a Reserve Account Credit Facility is utilized and the Provider of the Reserve Account Credit Facility is required to advance any sums to meet Principal and Interest Requirements or other sums required to be funded from the Reserve Account, the County shall reimburse the Provider within 12 months from the date the County receives written notice of such advance by the Provider;

(iv) to the payment of principal (including amortization installment, if any) of, and premiums and interest on, and other required payments with respect to Subordinate Obligations;

(v) to the credit of the Renewal and Replacement Fund, an amount equal to one-twelfth (1/12<sup>th</sup>) of the amount to be deposited from Revenues, if any, recommended by the Consultant pursuant to the provisions of Section 607 of the Master Ordinance, to be deposited to the credit of said fund during such Fiscal Year;

(vi) in the discretion of the County, to the credit of the Rate Stabilization Fund in such sums as are determined by the County; and

(vii) to the credit of the General Reserve Fund, the balance, if any, remaining thereafter. At the election of the County, amounts credited to the General Reserve Fund may be applied to any other lawful purpose of the Utility and, to the extent legally permitted, to make contributions to other funds of the County in the amounts determined by the Board; provided, however that in the event of any deficiencies in any Accounts or Funds created by the Master Ordinance, the moneys in the General Reserve Fund shall be applied to make up all such deficiencies prior to applying any moneys in the Reserve Account or the Renewal and Replacement Fund for such purpose.

If the amount deposited in any month to the credit of any of the Accounts or Funds shall be less than the amount required to be deposited under the provisions of the Master Ordinance, the requirement therefor shall nevertheless be cumulative and the amount of any deficiency in any month shall be added to the amount otherwise required to be deposited in each month thereafter until such time as all deficiencies have been made up.

Pursuant to subparagraph (i) above, Hedge Obligations are payable on parity as to source and security with Bonds issued and Outstanding under the Bond Ordinance. The term "Hedge Obligations" is defined in the Master Ordinance as net payments required to be made by the County under a Hedge Agreement from time to time as a result of fluctuation in hedged interest rates or in the value of any index of payment and, under certain conditions set forth in the Master Ordinance, termination charges with respect to a Hedge Agreement. A "Hedge Agreement" includes, but is not limited to, an interest rate swap agreement meeting the criteria set forth in the Master Ordinance and entered into by the County as a hedging device with respect to its obligation to pay debt service on the Bonds. See "INTEREST RATE SWAP AGREEMENTS" for a description of Hedge Agreements currently in effect that have been entered into by the County.

### **Limited Obligations**

THE SERIES 2021 BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE COUNTY PAYABLE SOLELY FROM AND SECURED SOLELY BY PLEDGED REVENUES. THE SERIES 2021 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS, LIABILITY, GENERAL OR MORAL OBLIGATION, OR A PLEDGE OF THE FAITH, CREDIT OR POWER OF THE COUNTY, THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION. NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION OF THE STATE NOR THE COUNTY SHALL BE DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATED TO LEVY ANY AD VALOREM TAXES ON ANY PROPERTY TO PAY PRINCIPAL OF, OR THE INTEREST ON, THE SERIES 2021 BONDS OR OTHER RELATED COSTS, OR TO PAY THE SAME FROM ANY OTHER FUNDS OF THE COUNTY EXCEPT FROM THE PLEDGED REVENUES. THE ACCEPTANCE OF THE SERIES 2021 BONDS BY THE REGISTERED OWNERS FROM TIME TO TIME OF THE SERIES 2021 BONDS SHALL BE DEEMED AN AGREEMENT BETWEEN THE COUNTY AND SUCH REGISTERED OWNERS THAT THE SERIES 2021 BONDS AND THE INDEBTEDNESS EVIDENCED BY THE SERIES 2021 BONDS SHALL NOT CONSTITUTE A LIEN UPON THE UTILITY, ANY PART OF THE UTILITY, OR ANY OTHER PROPERTY OF THE COUNTY, BUT SHALL CONSTITUTE A LIEN ONLY ON THE PLEDGED REVENUES.

### **Rate Covenant**

The County has covenanted in Section 602 of the Master Ordinance to fix, charge and collect rates and charges for the use of the services and facilities furnished by the Utility and, from time to time and as often as it shall be necessary, to adjust such rates and charges by increasing or decreasing the same or any selected categories of such rates and charges so as to provide Net Operating Revenues in each Fiscal Year equal to (a) (i) commencing with the Fiscal Year beginning October 1, 1993, equal to one hundred ten percent (110%) of the Principal and Interest Requirements on the Bonds for such Fiscal Year, and (ii) commencing with the Fiscal Year beginning October 1, 2012, equal to one hundred twenty five percent (125%) of the Principal and Interest Requirements on the Bonds for such Fiscal Year, plus (b) in each case, one hundred percent (100%) of the required deposits into the Reserve Account (less any portion of such deposits to be deposited from proceeds of Bonds) together with any Reserve Account Credit Facility costs payable in such Fiscal Year. In addition to satisfying the debt service coverage requirements set forth above, the adjusted Net Operating Revenues remaining after deduction of the Maximum Principal and Interest Requirements on all Bonds shall be at least equal to one hundred percent (100%) of all debt service and reserve requirements on Subordinate Obligations.

The term "Principal and Interest Requirements" is defined in the Master Ordinance as the respective amounts which are required in each Fiscal Year to pay (a) principal and interest on all Bonds then Outstanding and (b) the Amortization Requirements, if any, for all Term Bonds then Outstanding for such Fiscal Year; provided, however, that: (i) the amount of such Principal and Interest Requirements for any Fiscal Year may be reduced by the amount of any capitalized interest to be used to pay interest in such Fiscal Year and by the anticipated earnings on money in the applicable Bond Service Account, and such earnings will be deposited to the credit of the applicable Bond Service Account; and (ii) the Principal and Interest Requirements for any Bonds bearing interest at a Variable Rate shall be determined as provided in the Definition of "Variable Rate" in the Master Ordinance (*see* APPENDIX D for this definition). "Maximum Principal and Interest Requirements" is defined in the Master Ordinance, as of any particular date of calculation, as the greatest amount of Principal and Interest Requirements for the then current or any future Fiscal Year.

The Master Ordinance defines "Reserve Account Credit Facility" as a surety bond, a policy of insurance, a letter of credit or other financial product obtained by the County with respect to any Bonds, from an entity meeting the criteria set forth in the Master Ordinance, which provides for payment of Principal and Interest on such Bonds in amounts not greater than the Reserve Account Requirement for such Bonds in the event of an insufficiency of available moneys to pay when due principal of, premium, if any, and interest on such Bonds.

In case the County has made deposits of Net Operating Revenues to or withdrawals from the Rate Stabilization Fund during such Fiscal Year, Net Operating Revenues shall be adjusted by subtracting the amount of any such deposits and by adding the amount of any such withdrawal.

For additional rate coverage considerations applicable to the Utility in connection with certain subordinate obligations, *see* "APPENDIX A – BOND FEASIBILITY REPORT" hereto. For more information regarding the County's participation in the State Revolving Fund Loan Program and the WIFIA (as defined herein) loan program, *see* "SUBORDINATE OBLIGATIONS" herein.

### **Reserve Account**

The Master Ordinance provides for the creation of a Reserve Account and provides, except as described below, upon the issuance of each Series of Bonds, the County shall deposit or provide for the deposit to the Reserve Account, an amount, which together with amounts on deposit therein, shall equal the Reserve Account Requirement; provided, however, the County may fund up to fifty percent (50%) of the Reserve Account Requirement applicable to a Series of Bonds over 36 months if it will not cause any rating then assigned the Outstanding Bonds to be withdrawn or reduced. The "Reserve Account Requirement" is defined in the Master Ordinance as the Maximum Principal and Interest Requirements in the then current or any subsequent Fiscal Year on all Outstanding Bonds or such lesser amount which is the greatest allowable under the Internal Revenue Code of 1986, as amended (the "Code").

In lieu of depositing cash to the Reserve Account in an amount equal to the Reserve Account Requirement, the County may elect to provide a Reserve Account Credit Facility. A "Reserve Account Credit Facility" is defined in the Master Ordinance as a surety bond, a policy of insurance, a letter of credit or other financial product obtained by the County with respect to any Bonds, from an entity that is rated in one of the two highest ratings categories by Moody's and S&P (each as defined under the caption "RATINGS" below) and which financial product provides for payment of Principal and Interest on such Bonds in amounts not greater than the Reserve Account Requirement for such Bonds in the event of an insufficiency of available moneys to pay when due principal of, premium, if any, and interest on, such Bonds.

As of September 30, 2020, the cash balance of the Reserve Account was approximately [\$79] million. Upon the issuance of the Series 2021 Bonds, there shall be on deposit in the Reserve Account [an amount in excess of the Reserve Account Requirement for all Bonds Outstanding, including the Series 2021 Bonds,] consisting of \$105,478,724.48 in cash and \$110,837,650.00 in reserve insurance policies constituting Reserve Account Credit Facilities for a total of \$216,316,374.48, which amount is [\$14,287,853.55] over the Reserve Account Requirement. The Reserve Account Credit Facilities are provided by Assured Guaranty as successor to Financial Security Assurance Inc. ("Assured") (\$43,823,316 in the aggregate), National Public Finance Guarantee Corporation as successor to Financial Guaranty Insurance Company ("NPFG") (\$36,514,334 in the aggregate) and Berkshire Hathaway Assurance Corporation ("Berkshire") (\$30,500,000 in the aggregate). Approximately \$49.6 million and \$53.1 million of the Reserve Account Credit Facilities will terminate October 1, 2025 and October 1, 2026, respectively. In order to ensure that the Reserve Account is adequately funded following the termination of such Reserve Account Credit Facilities, the Department intends to take the appropriate actions authorized under the Bond Ordinance to satisfy the Reserve Account Requirement.

The following table lists the Reserve Account Credit Facilities held in the Reserve Account as security for the Outstanding Bonds and the Series 2021 Bonds:

**MIAMI-DADE WATER AND SEWER DEPARTMENT  
RESERVE ACCOUNT CREDIT FACILITIES  
(ROUNDED, IN \$MILLIONS)**

| <b>Surety Policies</b> | <b>Amount</b>   | <b>Matures</b> |
|------------------------|-----------------|----------------|
| Assured                | \$19.07         | 10/1/2025      |
| NPFG                   | 8.21            | 10/1/2029      |
| NPFG                   | 28.31           | 10/1/2026      |
| Assured                | 24.75           | 10/1/2026      |
| Berkshire              | 30.50           | 10/1/2025      |
|                        | <b>\$110.84</b> |                |

Moneys held for the credit of the Reserve Account shall first be used for the purpose of paying the interest on and the principal of the Bonds whenever and to the extent that the available moneys held for such purpose for the

credit of the Bond Service Account and the General Reserve Fund shall be insufficient for such purpose, and thereafter for the purpose of making deposits to the credit of the Redemption Account of the Debt Service Fund pursuant to the requirements of the Master Ordinance whenever and to the extent that withdrawals from the Revenue Fund and the amount on deposit in the General Reserve Fund are insufficient for such purposes, and shall next be used to pay Payment Obligations with respect to the applicable Reserve Account Credit Facility, if any. Amounts withdrawn from the Reserve Account for the purpose of payment of debt service on any Bonds shall be replenished by substantially equal monthly deposits into the Reserve Account over a period not to exceed 60 months. If at any time the moneys held for the credit of any subaccount in the Reserve Account shall exceed the Reserve Account Requirement for those Bonds that are secured by such subaccounts, such excess shall be withdrawn by the Finance Director and deposited to the credit of the Revenue Fund.

The County may create subaccounts in the Reserve Account for any Series of Bonds. In such event, moneys in such subaccount shall be held specifically for the benefit of the respective Series of Bonds for which such subaccounts were created. In this regard, the remaining amounts on deposit would be available for payment of debt service of all Bonds, including such Series of Bonds for which a separate subaccount has been created. No such separate subaccount is currently in existence and the County is not creating a separate subaccount for the benefit of the Series 2021 Bonds.

### **Additional Bonds**

Upon satisfying certain conditions contained in Section 208 of the Master Ordinance, the County may issue additional bonds (the "Additional Bonds") and other obligations that are payable on a parity with the Series 2021 Bonds and the Outstanding Bonds. Additional Bonds may be issued (a) for the purpose of paying all or any part of the cost of constructing or acquiring any Improvements, (b) to refund any obligations of the County which financed or refinanced any Improvements, or (c) to finance termination payments relating to Hedge Agreements.

Except in the case of Refunding Bonds and Completion Bonds as described in "Refunding Bonds" and "Completion Bonds" below, the County, after satisfaction of all other conditions in the Master Ordinance, may issue Additional Bonds and any other obligations that are First Lien Obligations (which, for purposes of meeting these conditions, are deemed to be Additional Bonds) if there has been filed a certificate of the Finance Director (i) setting forth the amount of the Net Operating Revenues for any four consecutive quarters (the "Computation Period") in the six preceding quarters, subject to certain adjustments permitted under the Master Ordinance, (ii) setting forth the respective amounts of the Principal and Interest Requirements for each Fiscal Year thereafter including the Additional Bonds to be issued, (iii) certifying that the Net Operating Revenues, as adjusted in accordance with Section 208(c) of the Master Ordinance, for the Computation Period shall have equaled at least the sum of one hundred ten percent (110%) of the Maximum Principal and Interest Requirements on all Bonds to be Outstanding as of the date of such issuance, plus one hundred percent (100%) of all required deposits to the Reserve Account during the Computation Period and (iv) certifying that the Net Operating Revenues (as adjusted in accordance with Section 208(c) of the Master Ordinance) remaining after deduction of Maximum Principal and Interest Requirements on all Bonds shall be at least equal to one hundred percent (100%) of all debt service and reserve requirements on all Subordinate Obligations.

In addition to the certificate of the Finance Director described above, there shall be filed with the Finance Director a certificate signed by a Consultant meeting the criteria set forth in the Master Ordinance setting forth (x) the estimated date on which the Improvements being financed or refinanced with the Additional Bonds will be placed in operation, (y) the Consultant's estimate of the Net Operating Revenues for each of the three Fiscal Years following the Fiscal Year in which the Improvements will be placed in operation as estimated in item (x) of said certificate, taking into account the rates and charges in effect on the date of delivery of such Additional Bonds and any revised rates and charges that shall become effective prior to or during such Fiscal Year, and (z) that after taking into account (x) and (y) above, the Net Operating Revenues (as adjusted in accordance with Section 208(c) of the Master Ordinance) will satisfy the ratio set forth in (iii) of the preceding paragraph, and that the adjusted Net Operating Revenues remaining after deduction of the Maximum Principal and Interest Requirements on all Bonds shall be at least equal to one hundred percent (100%) of all debt service and reserve requirements on Subordinate Obligations.

The Series 2021 Bonds are being issued as Additional Bonds.

For additional limitations on the issuance of additional obligations payable from Net Operating Revenues of the Utility as a result of the County's participation in the WIFIA loan program, *see* "APPENDIX A – BOND FEASIBILITY REPORT" hereto. For more information regarding the County's WIFIA loan program, *see* "SUBORDINATE OBLIGATIONS – WIFIA Loan Program" herein.

### **Refunding Bonds**

The Master Ordinance provides for the issuance of "Refunding Bonds" for the purpose of providing funds for paying principal of, redemption premium and interest on all or any part of the outstanding Bonds at maturity or prior redemption date. Refunding Bonds so issued will be secured and payable from Pledged Revenues on a parity with all Bonds issued and Outstanding under the Master Ordinance. The coverage tests applicable to Additional Bonds (*see* "Additional Bonds" above) do not apply to Refunding Bonds provided that the Finance Director certifies that the Principal and Interest Requirements for each Fiscal Year thereafter (except for years subsequent to the final maturity of all the Outstanding Bonds) on account of all Bonds to be Outstanding after issuance of such Refunding Bonds and the payment and redemption of the Bonds to be paid and redeemed shall not exceed the Principal and Interest Requirements for each such Fiscal Year on account of all Bonds Outstanding immediately prior to the issuance of such Refunding Bonds. However, Refunding Bonds may also be issued by meeting the historical coverage test for Additional Bonds – *see* "Additional Bonds."

### **Completion Bonds**

The Master Ordinance provides for the issuance of "Completion Bonds" for the purpose of providing funds for paying the cost of completion of any Project for which one or more Series of Bonds have theretofore been issued, in a principal amount not greater than ten percent (10%) of the estimated cost of such Project. Completion Bonds so issued will be secured and payable from Pledged Revenues on parity with all Bonds issued under the Master Ordinance. The coverage tests applicable to Additional Bonds (and described above) are not applicable to Completion Bonds.

*See* "APPENDIX D – THE BOND ORDINANCE" for a more complete discussion on the issuance of Additional Bonds, Refunding Bonds and Completion Bonds.

### **Defeasance**

The Master Ordinance provides that in the event Bonds are defeased in the manner described in the Master Ordinance, the right, title and interest of the Holders of such Bonds in the Bond Ordinance will cease, determine and become void. *See* "APPENDIX D – THE BOND ORDINANCE."

### **Additional Covenants of the County**

The County has covenanted in the Master Ordinance that it will neither furnish free service nor provide service otherwise than in accordance with the established rate schedule for the Utility. The County has also agreed to certain restrictions on the sale or disposal of assets comprising the Utility. The County has covenanted to cause the Department to adopt an annual operating budget which may be amended from time to time, to operate the Utility in an efficient and economic manner, to maintain the Utility in good repair, and to timely pay all principal and interest payments, when due, on the Bonds, and that it will diligently enforce and collect payment of all fees and charges for the use of the Utility.

The County has further covenanted to maintain a practical insurance program for the Utility, to maintain separate records and accounts for the Utility, to keep accurate accounts of revenues, costs and expenditures, to issue annual audited financial reports of the Utility, to require, to the extent permitted by law, all lands, buildings and structures within the service area of the Utility fronting or abutting on the distribution lines to connect with and/or use the Utility, and to retain qualified Consultants and Accountants as required by the Master Ordinance. *See* "APPENDIX D – THE BOND ORDINANCE."

## **Other Obligations**

The County has incurred certain obligations, which are secured by a subordinate pledge of and lien on the Pledged Revenues. The County may also issue additional Subordinate Obligations payable on a subordinate basis to the Outstanding Bonds pursuant to the Master Ordinance. [The County expects to issue additional Subordinate Obligations in calendar year 2021.] *See* "SUBORDINATE OBLIGATIONS."

## **Remedies**

Upon an Event of Default as described in Section 701 of the Master Ordinance, the Series 2021 Bonds will not be subject to acceleration. Rather, a trustee or Bondholder acting for the Holders of all Bonds may by suit, action, mandamus or other judicial proceedings, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under and to the extent permitted by the laws of the State, or granted and contained in the Master Ordinance, and may enforce and compel the performance of all duties required in the Master Ordinance or by any applicable statutes to be performed by the County or by any officer thereof. However, nothing in the Master Ordinance shall be construed to grant to any Bondholder any lien on any property of or within the corporate boundaries of the County, and no Bondholder shall have any right to affect, disturb or prejudice the security of the Master Ordinance. *See* "ENFORCEABILITY OF REMEDIES."

## **Modifications or Supplements to Master Ordinance**

The Master Ordinance can be supplemented as set forth in Section 801 of the Master Ordinance, which relates to supplemental ordinances without consent of the Holders, and Section 802 of the Master Ordinance, which relates to supplemental ordinances with consent of the Holders. *See* "APPENDIX D – THE BOND ORDINANCE."

## **SUBORDINATE OBLIGATIONS**

The County has incurred the obligations described below which are secured by a subordinate pledge of and lien on Pledged Revenues ("Subordinate Obligations").

### **State Revolving Fund Loan Program**

Under the State Revolving Fund Loan Program, the Department has received various loan commitments in the aggregate amount of \$339,605,447 for the construction of wastewater treatment facilities. Draws against wastewater treatment loan commitments totaled [\$319,605,447] as of September 30, 2020. The Department has also received loan commitments in the aggregate amount of [\$108,014,191] for drinking water construction projects. Draws against drinking water loan commitments totaled [\$75,305,041] as of September 30, 2020. Default in payment of principal and interest on any of the loans described above or any future loans could cause an acceleration of the entire amount of such loans.

### **WIFIA Loan Program**

In 2017, the United States Environmental Protection Agency ("EPA") selected the Department to be one of 12 entities invited to apply for funding through the inaugural Water Infrastructure Finance and Innovation Act ("WIFIA") loan program. The Department closed on \$99.7 million in WIFIA funding at an interest rate of 2.89% on March 22, 2019 for its Ocean Outfall Reduction and Resiliency Enhancement Project. WIFIA will fund up to 49% of the project's estimated cost on a reimbursement basis, or \$99.7 million of this project's costs, the remainder of which is being funded through the State Revolving Fund Loan Program and Department cash on hand. In addition to the \$99.7 million project cost, the WIFIA loan will fund capitalized interest. Payments on the WIFIA loan are not due until the earlier of (i) five years after substantial completion of the project or (ii) April 1, 2028. This WIFIA loan will fund a portion of the projects to meet compliance with the Ocean Outfall Legislation.

The Department also received funding as part of the second round of the 2018 WIFIA loan program. On May 28, 2020, the Department closed on \$326.2 million in WIFIA funding at an interest rate of 1.38% for the design and construction of five new electrical distribution buildings at three wastewater treatment plants. The funding will

provide 49% of the project's estimated cost, or \$326.2 million. It is anticipated that the remainder of this project will be funded through Department cash on hand and the issuance of subordinate debt in 2021. *See* " - Expected Issuance of Subordinate Bonds" below. In addition to the \$326.2 million project cost, this WIFIA loan will fund capitalized interest. Payments on this WIFIA loan are not due until the earlier of (i) five years after substantial completion of the project or (ii) October 1, 2028.

The Department also received additional funding as part of the the WIFIA loan program. On July 15, 2020, the Department closed on \$235.2 million in WIFIA funding at an interest rate of 1.27% for upgrades to the South District Wastewater Treatment Plant. The funding will provide 49% of the project's estimated cost, or \$235.2 million. It is anticipated that the remainder of this project will be funded through Department cash on hand and the issuance of subordinate debt in 2021. *See* " - Expected Issuance of Subordinate Bonds" below. In addition to the \$235.2 million project cost, this WIFIA loan will fund capitalized interest. Payments on this WIFIA loan are not due until the earlier of (i) five years after substantial completion of the project or (ii) October 1, 2028.

In January 2021, the EPA selected the Department to be one of the entities invited to apply for a fourth round of funding through the WIFIA loan program for the Ocean Outfall Reduction and Resiliency Enhancement Project in the amount of approximately \$404 million.

### **Commercial Paper Notes**

[On May 26, 2016, the County issued its Water and Sewer System Commercial Paper Notes, Series A-1 (Tax-Exempt) (the "Series A-1 CP Notes") and its Water and Sewer System Commercial Paper Notes, Series B-1 (Tax-Exempt) (the "Series B-1 CP Notes"). As discussed under "PLAN OF FINANCE" herein, the Refunded CP Notes will be refunded with a portion of the proceeds of the Series 2021 Bonds, together with other available funds. The commercial paper program also allows for the issuance of Water and Sewer System Commercial Paper Notes, Series A-2 (Taxable) (together with the Series A-1 CP Notes, the "Series A CP Notes") and Water and Sewer System Commercial Paper Notes, Series B-2 (Taxable) (together with the Series B-1 CP Notes, the "Series B CP Notes") but to date, none have been issued. No more than \$400,000,000 in Series A CP Notes and Series B CP Notes (collectively, the "CP Notes") may be outstanding at any one time. Payment of all outstanding Series A CP Notes is secured by and payable under an irrevocable transferrable direct-pay Letter of Credit issued by Barclays Bank PLC, which expires on May 17, 2021. Payment of all outstanding Series B CP Notes is secured by and payable under an irrevocable transferrable direct-pay Letter of Credit issued by Sumitomo Mitsui Banking Corporation, acting through its New York Branch, which expires on May 17, 2021. [The County expects to let the commercial paper program expire in order to eliminate expenses of the program, but may institute a new commercial paper program in the future.]

Payment of interest on the CP Notes may be made from Pledged Revenues. However, such application of Pledged Revenues is subordinate to the pledge of Pledged Revenues to the payment of principal and interest on the Bonds, including the Series 2021 Bonds.

### **Expected Issuance of Subordinate Bonds**

The County expects to issue approximately \$\_\_\_\_\_ million in Subordinate Water and Sewer System Revenue Bonds, Series 2021 ("the Subordinate Bonds") later in 2021 to fund a portion of the improvements being funded under the WIFIA loans that closed in 2020. Payment of principal and interest on the Subordinate Bonds will be made from Pledged Revenues. However, such application of Pledged Revenues is subordinate to the pledge of Pledged Revenues to the payment of principal and interest on the Bonds, including the Series 2021 Bonds.

### **INTEREST RATE SWAP AGREEMENTS**

The County entered into interest rate swaps with respect to the Series 2015 Bonds and the Series 2019B Bonds (which interest rate swap was originally associated with the County's Water and Sewer System Revenue Refunding Bonds, Series 2013B), but terminated such interest rate swaps in early 2020. The County may enter into additional interest rate swaps or other synthetic financial instruments in the future for the purpose of hedging risk or otherwise managing the interest cost of its Utility debt. Such interest rate swaps and other synthetic financial instruments involve risks that could result in an economic loss to the County. To the extent such interest rate swaps

or other synthetic financial instruments are a "Hedge Agreement" under the Master Ordinance, the County's obligations to make periodic net payments as a result of a fluctuation in hedged interest rates or a fluctuation in the value of any interest rate index (i.e., Hedge Obligations) are payable from Pledged Revenues on a parity with the Bonds. Any termination payments or Hedge Charges that may be due from the County are payable from Pledged Revenues on a subordinate basis to the Bonds provided, however, that termination payments may be considered as Hedge Obligations and, therefore, be payable from Pledged Revenues on a parity with the Bonds if on or before the date of entering into the related agreement, the County has obtained written evidence from each Rating Agency that such agreement will not, in and of itself, result in the withdrawal or reduction of the ratings then applicable to the Bonds. The County may elect to finance such termination payments or Hedge Charges through the issuance of Additional Bonds under Section 208 of the Master Ordinance. *See* "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS – Flow of Funds" and " – Additional Bonds."

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## SERIES 2021 BONDS ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of the proceeds of the Series 2021 Bonds:

| Sources of Funds                            | Series 2021 Bonds | Series 2021B Bonds |
|---------------------------------------------|-------------------|--------------------|
| Par Amount                                  | \$                | \$                 |
| Plus: Net Original Issue Premium            |                   |                    |
| Total Sources                               | \$                | \$                 |
|                                             |                   |                    |
| Uses of Funds                               |                   |                    |
| Payment of Refunded CP Notes <sup>(1)</sup> | \$                | \$                 |
| Deposit to Series 2021 Construction Account |                   |                    |
| Deposit to Reserve Account                  |                   |                    |
| Underwriters' Discount                      |                   |                    |
| Costs of Issuance <sup>(2)</sup>            |                   |                    |
| Total Uses                                  | \$                | \$                 |

<sup>(1)</sup> Accrued interest on the Refunded CP Notes will be paid from other available County funds.

<sup>(2)</sup> Includes legal fees, financial advisory fees, printing costs and other costs associated with the Series 2021 Bonds.

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# DEBT SERVICE REQUIREMENTS ON THE OUTSTANDING BONDS, SERIES 2021 BONDS AND SUBORDINATE OBLIGATIONS

The following table sets forth the debt service requirements, *on a cash basis*, on all Outstanding Bonds, the Series 2021 Bonds and all Subordinate Obligations, as of September 30, 2020.

| Fiscal Year<br>Ending<br>Sept. 30 | Debt Service<br>on<br>Outstanding<br>Bonds <sup>(1)</sup> | Series 2021 Bonds |          | Total <sup>(3)</sup> | Total Senior<br>Debt Service | Debt Service<br>on<br>Subordinate<br>Obligations <sup>(2)(3)</sup> | Total<br>Debt Service <sup>(3)</sup> |
|-----------------------------------|-----------------------------------------------------------|-------------------|----------|----------------------|------------------------------|--------------------------------------------------------------------|--------------------------------------|
|                                   |                                                           | Principal         | Interest |                      |                              |                                                                    |                                      |
| 2021                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2022                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2023                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2024                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2025                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2026                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2027                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2028                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2029                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2030                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2031                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2032                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2033                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2034                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2035                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2036                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2037                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2038                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2039                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2040                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2041                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2042                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2043                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2044                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2045                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2046                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2047                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2048                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2049                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2050                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2051                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2052                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2053                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2054                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2055                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2056                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2057                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| 2058                              |                                                           |                   |          |                      |                              |                                                                    |                                      |
| Total <sup>(3)</sup>              |                                                           | \$                | \$       | \$                   | \$                           | \$                                                                 | \$                                   |

<sup>(1)</sup> Inclusive of all Outstanding Bonds. The interest on the Outstanding Bonds has been calculated at their respective fixed rate of interest, and the effect of the swap agreement on the Series 2015 Bonds and Series 2019B Bonds has not been taken into account. *See* "INTEREST RATE SWAP AGREEMENTS."

<sup>(2)</sup> Includes estimated debt service payments on the Subordinate Bonds. For a more complete description of such Subordinate Obligations, *see* "SUBORDINATE OBLIGATIONS" and "APPENDIX C – AUDITED FINANCIAL REPORT OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2020."

<sup>(3)</sup> Totals may not add up due to rounding.

## THE DEPARTMENT

### History

On October 3, 1972, the electorate of the County approved the formation of a new County-wide water and sewer agency by expanding the then-existing Department of Water and Sewer of the City of Miami (the "City"). Subsequently, the Board established the Miami-Dade Water and Sewer Authority (the "Authority") which began operating on April 1, 1973. On March 13, 1975, the City, the County and the Authority agreed to the transfer of all water and sewer properties, facilities and funds of the Department of Water and Sewer of the City to the Authority with the condition that certain property donated by the City would be returned to the City in the future if such property was not needed for water or sewer utility purposes.

On October 4, 1983, the Board enacted Ordinance No. 83-92, which abolished the Authority effective November 1, 1983 and established the Miami-Dade Water and Sewer Authority Department as a department within the County government. On October 19, 1993, the Department changed its name to the Miami-Dade Water and Sewer Department.

### Organization and Administration

The Department is responsible for the everyday operation and maintenance of the Utility. The Utility is administered by the Board under the supervision of the County Mayor. Josenrique Cueto, P.E. has been the Interim Director of the Department (the "Director") since December 23, 2020.

The Department is divided into two major groups, each under the supervision of a Deputy Director, and a Chief Financial Officer, with eight Assistant Directors each responsible for a number of specific divisions.

### Management

The following are brief resumes of the Director, the two Deputy Directors, two Senior Advisors and the Chief Financial Officer:

*Josenrique Cueto, P.E., Interim Director*, was appointed Interim Director of the Department on December 23, 2020. He has responsibility for the overall direction and management of the Department. He is responsible for overseeing the Department's operational, capital, and other programs along with the Utility's more than 2,800 staff members. Prior to becoming Interim Director, Mr. Cueto served as Assistant Director for Planning and Regulatory Compliance. In his role, Mr. Cueto was responsible for planning efforts associated with the Utility's long term multi-billion-dollar capital improvement program with the objective of positioning the Department as a Utility of the Future.

Mr. Cueto is a registered professional engineer in the State of Florida and holds a Bachelor degree in Civil Engineering from the University of Miami along with a Master degree in Environmental Engineering from the University of Florida. Mr. Cueto also serves on the board of directors of several professional associations, including the Miami-Dade Branch of the American Society of Civil Engineers, Region VII of the Florida Section of the American Water Works Association, and the Cuban-American Association of Civil Engineers (which he is currently serving as President).

*Hardeep Anand, P.E., Deputy Director of Capital Improvements and Regulatory Compliance*, oversees the implementation of the Capital Improvement Program for the Department. He has previously served as a division director at the Miami-Dade County Department of Environmental Resources Management, as Public Works Director with the City of Fort Lauderdale, and as an engineering consultant over a variety of utility, stormwater, environmental, solid waste and information technology projects.

Mr. Anand is a registered professional engineer in the State and holds a Bachelor's Degree in Civil Engineering as well as a Master's Degree in Civil Engineering and Management of Information Systems. He has over 25 years of professional engineering experience along with a combination of program management and leadership experience in the public and private sectors.

*Antonio Cotarelo, P.E., Deputy Director of Operations*, oversees all operations and maintenance of water and wastewater systems of the Utility. He previously served as Water Management division director at the Department of Environmental Resources Management, as Deputy Director of Engineering Services for Public Works and Waste Management Department and as the County Engineer administering projects of major importance encompassing engineering, bridge capital improvement and infrastructure maintenance, roadway project capacity improvements, resurfacing and striping, water management and drainage retrofit projects, street lighting, intersection improvements, sidewalks and pedestrian ramps.

Mr. Cotarelo is a registered professional civil engineer in the State and holds a Bachelor's Degree in Civil Engineering from the University of South Florida. He has over 31 years of professional civil engineering and management experience within the County.

*Frances G. Morris, Chief Financial Officer*, directs all financial strategies of the Department including internal and external financial reporting, coordination of implementation of water and sewer rates, debt financing and administration, cash flow management, investments, and budget strategies. As the financial steward of the Department, Ms. Morris also contributes to the development and implementation of the Utility's alignment with the County's Strategic Plan.

Ms. Morris received her Bachelor's degree in Business Administration with an emphasis in Accounting from Barry University in 1992. She was hired by the County in 1994 and spent four years at the County's Department of Solid Waste Management and eight years at the County's Seaport Department. She was hired as the Department's Assistant Controller in 2006, became the Assistant Director of Finance in 2010 and the CFO in 2015.

*Carmen Viera Baker, Deputy Director of Administration*, acts as the liaison between the Director's Office, County executive staff, customers, and governmental agencies. Ms. Baker's oversight furthers the goals and mission of Department's commitment to deliver exceptional service to the customers and residents of the County. She works with senior staff to ensure that the Department's activities and projects are completed efficiently and within service target levels. She is also responsible for furthering the Department's commitment to cultivate a culture of excellence within the organization with an emphasis on responsiveness, customer service, innovation, accountability, and transparency.

Ms. Baker is a graduate of Barry University with additional credentials in strategic planning, performance measurement, and executive leadership from Florida International University Institute of Government Academy for Strategic Management. Ms. Baker brings over 25 years of professional experience in managing large-scale organizational initiatives. she served as the Chief Executive Officer of a consulting firm responsible for redefining workflow processes and making comprehensive recommendations for increased organizational efficiencies in government and other institutions similar in scale to WASD.

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## **WATER AND SEWER SYSTEM**

### **General**

The Utility is divided into the Water System and the Sewer System. The Sewer System is also referred to as the "Wastewater System." The Department administers each system on a unified basis for purposes of billing but separates the two for rates, capital improvements and accounting. However, the Utility is combined for financial statement purposes. See "Note 1 – Summary of Significant Accounting Policies" in "APPENDIX C – AUDITED FINANCIAL REPORT OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2020." Water System and Sewer System funds can be used interchangeably when there is a shortfall or surplus in either system.

### **Service Area**

The Utility currently provides water and wastewater treatment to substantially all of the County either directly to retail customers or indirectly through wholesale contracts between the Department and various municipalities. The County is the largest county in the southeastern United States in terms of population. In 2019, the population of the County was estimated at approximately 2,812,130. See "APPENDIX B – GENERAL INFORMATION RELATIVE TO MIAMI-DADE COUNTY, FLORIDA."

The Department's long-term objective of expansion to County-wide operation has been achieved by the acquisition of all privately-owned utilities in the County. Since 1973, the Department has acquired 26 independent systems.

The Department supplies treated water on a wholesale basis to 15 municipally-owned water utilities in the County and to approximately 447,209 retail water customers. The only municipalities in the County that operate water treatment facilities for customers located primarily within their municipal boundaries are the City of Homestead, Florida City, the City of North Miami Beach and the City of North Miami. In addition, the Department provides wastewater transmission treatment and disposal service on a wholesale basis to 12 municipally owned wastewater utilities, Homestead Air Reserve Base, and approximately 363,444 retail wastewater customers. The City of Homestead is the only municipality in the County that owns and operates its own wastewater treatment plant. See "WATER AND SEWER SYSTEM – Sewer (Wastewater) System" below.

With the exception of four retail customers, the Department's wholesale customers are also its largest water and wastewater customers by revenues. The four exceptions are the County's Aviation Department, Florida Power & Light Company, Florida Department of Corrections and Jackson Memorial Hospital. The Aviation Department, which operates Miami International Airport and five general aviation airports, is the Department's fourth largest water customer and sixth largest wastewater customer. Florida Power & Light Company, which operates a large electric power plant in the County, is the Department's fifth largest water customer. The Florida Department of Corrections is the Department's sixth largest water customer and tenth largest wastewater customer, and Jackson Memorial Hospital is the Department's tenth largest water customer.

The Department has entered into long-term agreements with its wholesale customers. The majority of the wholesale water agreements expire between 2027 and 2030. The Department's wholesale wastewater agreements have terms expiring between 2029 and 2037, with the exception of the Florida City agreement which expires on \_\_\_\_\_, 2040. This expired agreement is currently in negotiation and such wholesale wastewater customer is adhering to the terms of the expired contract.

### **Water System**

General. The principal components of the Water System include 15 wellfields, with a total of 95 active permitted wells in the Biscayne Aquifer and five installed aquifer storage and recovery wells in the Floridan Aquifer, three major water treatment plants, five smaller water treatment plants, two lime recalcining plants, and an extensive transmission and distribution system composed of storage reservoirs, pump stations and an interconnected network of transmission and distribution mains.

Sources. The Department draws its raw water primarily from the surficial Biscayne Aquifer, a non-artesian (or near surface) aquifer which underlies an area of about 3,200 square miles in Miami-Dade, Broward and Palm Beach counties. The Upper Floridan Aquifer underlies most of the State. In Southeast Florida, it ranges from a subsurface depth of 950 feet to 1,250 feet, and it is an artesian water source. However, because water from the Upper Floridan Aquifer has a higher content of salt, its water is much more expensive to process. Therefore, the Upper Floridan Aquifer is a less desirable water source.

The South Florida Water Management District (the "District") governs the use of the State's water resources in Southeast Florida through the water use permitting process. On November 15, 2007, the District issued a consolidated 20-year Water Use Permit (the "Water Use Permit"), which sets limits on the use of the Biscayne Aquifer and Floridan Aquifer. In addition, the permit includes a schedule for the construction of the alternative water supply projects needed to meet demands, which have been incorporated into the Department's capital plan. The Water Use Permit has been amended three times, in 2010, 2012 and 2015, to reflect declines in consumption resulting from an effective water conservation program, lower than expected population growth, and the economic recession. Alternative water supply projects in the original plan have been delayed or eliminated, thereby reducing capital needs in the near term.

Pumping and Production. The Department pumps its raw water from 15 existing wellfields which use the Biscayne Aquifer as the source water supply. In order to process and prepare raw water for consumption, the Department operates three major water treatment plants, five smaller water treatment plants, two lime recalcining plants and an extensive transmission and distribution system composed of storage reservoirs, pump stations and a network of transmission and distribution water mains. The five smaller treatment plants, which have a combined treatment capacity of 14.2 million gallons per day ("mgd"), serve the extreme southern part of the County.

Water Treatment Plants. The following table reflects the permitted treatment capacities and actual flows for the County's water treatment plants.<sup>(1)</sup>

| Component                | Hialeah/Preston          | Orr                      | South Dade Water System <sup>(3)</sup> | Hialeah RO <sup>(2)</sup> |
|--------------------------|--------------------------|--------------------------|----------------------------------------|---------------------------|
| Plant Permitted Capacity | 225.0 mgd <sup>(4)</sup> | 214.7 mgd <sup>(5)</sup> | 14.2 mgd                               | 7.5 mgd <sup>(5)</sup>    |
| Actual Flows             |                          |                          |                                        |                           |
| Average Daily            | 128.8 mgd                | 181.1 mgd                | 7.1 mgd                                | 7.3 mgd                   |
| Peak Day                 | 151.0 mgd                | 212.2 mgd                | 8.7 mgd                                | 7.9 mgd                   |

<sup>(1)</sup> Water supply allocations are currently granted for source and well fields, and not specifically to plants.

<sup>(2)</sup> Hialeah Floridan Aquifer Reverse Osmosis (RO) (Joint Participation – the County and City of Hialeah).

<sup>(3)</sup> Represents five smaller water treatment plants in southern County.

<sup>(4)</sup> Hialeah Plant permit capacity is 60 mgd and Preston Plant is 165 mgd for a total of 225 mgd.

<sup>(5)</sup> Orr Plant facility capacity is 248 mgd but permitted capacity is only 214.74 mgd.

Source: The Department

The City of Hialeah ("Hialeah") reverse osmosis water treatment plant (the "Plant") is jointly owned by Hialeah and the Department, but operated by the contractor which designed and built the Plant. The County and Hialeah share equally in the operations and maintenance costs and benefit equally from the water produced at the Plant. The Plant first opened in 2015 and currently has a treatment capacity of 7.5 mgd, with an additional 2.5 mgd expected to become available at a later date.

The South Miami Heights Water Treatment Plant and Wellfield are required as a function of water supply demands. As water demands within the Department's service area materialize, additional treatment capacity from an alternative water source (Floridan Aquifer) will be necessary. Currently, the Department has sufficient permit and water treatment plant capacity to meet anticipated demands over the next ten years. The Department continues to monitor water supply needs and will proceed with the South Miami Heights Water Treatment Plant project at the appropriate time.

Transmission. High service pumping facilities located at each of the three major water treatment plants and a low pressure system deliver water directly to the Department's four high service pump stations. From there, the water is distributed through 8,574 miles of water mains, ranging in size from 2 to 72 inches in diameter, to the ultimate users.

Salt Water Front Monitoring. The County has developed with the US Geological Survey ("USGS") an advanced salt water front monitoring network, and it maintains a robust program of monitoring wells as well as data collection and analysis. These data and analyses are available to all stakeholders through the USGS. The goal of this collaborative effort is to develop a sustainable and resilient water supply for the County's projected population.

Water Conservation. To ensure a sustainable water supply for future use and to ensure the most efficient use of existing water supplies, the Department has implemented a variety of water use efficiency measures. These measures include aggressive public education outreach campaigns, a tiered rate structure, an extensive water loss reduction program, water conservation rebate incentives, legislative requirements for water conservation, and system operational measures. Reduced water consumption levels have contributed to the extension of the County's Water Use Permit, reconsideration of planned alternative water supply projects, and deferral of several other expensive infrastructure water supply projects, which include significant infrastructure and treatment costs. The Department's water audit from Fiscal Year 2018 indicated that non-account water (water that has been produced and has been used for purposes other than sale to customers, such as flushing and fire hydrants) was approximately 26.83% of total water produced, and unaccounted for water (water that has been produced and "lost", either through leaks, theft or metering inaccuracies) was approximately 5.65% of all water produced. The Department's goal for unaccounted for water is under 10%.

The Department's ongoing water conservation/water use efficiency programs include:

- Water Loss Reduction including leak detection and repair;
- Recycling of water used to backwash filters at treatment plants;
- Use of reclaimed water at the wastewater treatment plants for process water, cleanup and landscape irrigation;
- Ordinances establishing water-efficiency fixtures standards for new construction;
- Ordinance establishing landscape standards;
- Ordinances establishing permanent landscape irrigation restrictions limiting irrigation to two days a week;
- Aquifer storage and recovery;
- Implementation of a tiered water rate structure which includes a surcharge for high water use to encourage water conservation;
- Public information and education efforts, including:
  - o direct customer outreach at events and workshops
  - o advertising via radio, television, print, transit bus benches, internet and movie theatres
  - o educational publications
  - o a Children's Water Conservation Campaign including an annual Every Drop Counts Children's Poster Contest
  - o maintenance of a Water Conservation Webpage
  - o Water, Energy and Learning and Behavior (WE-LAB) Workshops
  - o Coordinating with other County departments on water conservation efforts (i.e. Office of Resilience's BE305 initiative)
- Water Conservation Incentives including:
  - o Landscape Irrigation Evaluations and Rebates Program
  - o Residential High Efficiency Fixture Rebate Program including toilets, showerheads and Faucets
  - o Senior High Efficiency Toilet Rebate Program

- o Residential Showerhead Exchange Program
- o Multi-family Showerhead Distribution Program
- o Lodging High Efficiency Toilet Rebates Program
- o Lodging Showerhead Distribution Program
- o Institutional, Commercial & Industrial High Efficiency Toilet Rebate Program

Energy Efficiency. The Department established an energy program to build on successful energy management initiatives and formalize a path to an increasingly more energy efficient utility. The Department's energy segments include wastewater treatment, water production, wastewater pump stations, and buildings which consume approximately 370 million kWh of electricity and 46 million kWh from biogas, natural gas, diesel and propane per year. Combined, this is the amount of energy it takes to power approximately 31,000 homes for one year.

The energy program is tasked with identifying and facilitating ways to reduce energy consumption and shift to renewable energy sources. The Department has an opportunity to build upon successful energy initiatives, such as using heat and gases produced from its operations as a source of energy to power its operations. These efforts, in addition to increasing the use of renewable energy sources and cost-effective investments in energy-efficient equipment and innovative technologies, enhanced data collection and analysis, are main focuses. Another key focus of the program is to raise awareness and understanding of energy issues and solutions to encourage department-wide energy saving behaviors. Together these efforts enhance the Department's ability to provide continuity of service in the face of extreme weather events and periodic electricity disruptions.

Water Quality. The Safe Drinking Water Act (the "Water Act") and the related drinking water standards in the Florida Administrative Code have established quality standards designed to reduce the allowable concentration of a variety of substances. The Water Act also requires local water utilities to issue "consumer confidence reports" describing the source and quality of the water they provide. The Department's "Water Quality Report" provides the required information, verifying the Department's continuing compliance with water quality standards.

The County is currently testing lead and copper in the main system on an annual basis. Results are available upon request, or in the County's Consumer Confidence Report, published annually and available on the County's website.

See "REGULATORY MATTERS" for a detailed description of certain regulatory matters with respect to the Water System.

### **Sewer (Wastewater) System**

General. The Department's Sewer (Wastewater) System consists of collection sewers, manholes, lift stations, force mains, interceptors, pump stations and three regional wastewater treatment plants: the North District Wastewater Treatment Plant at Interama (the "North District Plant"), the Central District Wastewater Treatment Plant at Virginia Key (the "Central District Plant") and the South District Wastewater Treatment Plant at Blackpoint (the "South District Plant").

Collection. There has been steady growth in the wastewater service provided by the Department due to an increase in total population in the County, the acquisition of small utilities and the extension of sewers to areas served by septic tank systems. The amount of wastewater treated annually, however, may vary significantly depending upon the amount of annual rainfall.

Wastewater is brought to the Department's treatment facilities through 6,422 miles of local collection facilities which include gravity sewers, manholes, lift stations and force mains. The Department has divided the County into three districts in which wastewater is collected and transmitted to a wastewater treatment plant located in each of the three districts. The districts are interconnected to allow for limited redirection of flows.

The maintenance and improvement of the Utility's 1,049 sewage pump stations owned (1,030) and operated (19) by the Department was one of the requirements of the terms of the prior consent decrees. See "REGULATORY

MATTERS." The Department's program to upgrade its sewage pump stations is continuing. A typical station upgrade includes improvements to the electric service, controls and alarm systems, the replacement of motors, the addition of pumps or a complete replacement pump station.

Groundwater, stormwater or other water not requiring treatment introduced into the Sewer System overloads pump stations and treatment plants. The cost of pumping and providing treatment for this excess water is substantial. Consequently, the Department has established an Infiltration/Inflow Reduction Program to conduct sewer system evaluations and to rehabilitate the system by repairing pipes where feasible, replacing pipes damaged beyond repair, installing leakproof manhole covers and repairing manholes. Many of the program activities are continuously funded and required to maintain the Sewer System's integrity and to continually reduce infiltration and inflow amounts. The Department is not responsible for any separate stormwater systems or their associated operating and capital costs.

The Department has an on-going program of inspection and correction to address the corrosive effects of hydrogen sulfide (a by-product of raw sewage) on its concrete force mains. The Department periodically inspects mains and implements corrective action with respect to any affected main.

Wastewater Treatment Plants. The Department operates three regional wastewater treatment plants located in various sections of the County as described above. The three plants have a combined treatment capacity of 375.5 mgd. The following table summarizes the treatment permit parameters and the actual flows of each of the County's wastewater treatment plants.

|                                                                         | North District       | Central District | South District   | Total  |
|-------------------------------------------------------------------------|----------------------|------------------|------------------|--------|
| <u>Installed Treatment Capacity</u>                                     | 120.0                | 143.0            | 112.5            | 375.5  |
| <u>Permit Parameters</u>                                                |                      |                  |                  |        |
| Annual Average Daily Flow, mgd                                          | 120.0                | 143.0            | 112.5            | 375.5  |
| Effluent CBOD <sub>5</sub> , mg/L <sup>(1)</sup>                        | 25/20 <sup>(2)</sup> | 25               | 20               | -      |
| Effluent Suspended Solids, mg/L                                         | 30/20 <sup>(3)</sup> | 30               | 5 <sup>(4)</sup> | -      |
| <u>Actual Flows 12-Month Average for Fiscal Year 2018<sup>(5)</sup></u> |                      |                  |                  |        |
| Annual Average Daily Flow, mgd <sup>(6)</sup>                           | 89.80                | 105.56           | 99.77            | 295.12 |
| Effluent CBOD <sub>5</sub> , mg/L <sup>(6)</sup>                        | 6.59                 | 6.89             | 2.82             | -      |
| Effluent Suspended Solids, mg/L <sup>(6)</sup>                          | 13.67                | 7.38             | 3.35             | -      |

<sup>(1)</sup> "CBOD<sub>5</sub>" means Chemical Biological Oxygen Demand; 5 day; "mg/L" means milligrams per liter.

<sup>(2)</sup> 25mg/L in secondary effluent going to the outfall; 20mg/L in effluent going to the wells.

<sup>(3)</sup> 30mg/L in secondary effluent going to the outfall; 20mg/L in effluent going to the wells.

<sup>(4)</sup> 5mg/L for the High Level Disinfection secondary effluent going to the wells.

<sup>(5)</sup> For the 12 months ending September 30, 2018.

<sup>(6)</sup> These levels are below those allowed by permit.

Source: The Department

Disposal of Sludge and Treated Wastewater. The disposal of the by-products of the treatment process (sludge and effluent or treated wastewater) is an important part of the Department's plans to improve and expand its Sewer System. Steps taken by the Department in accordance with this plan are discussed in the following paragraphs.

Sludge is stabilized in anaerobic digesters at the Central District and South District Plants, with sludge from the North District Plant being transmitted via pipeline to the Central District Plant for treatment. After stabilization, sludge is dewatered in centrifuges to form a cake, a material that is dry enough to be loaded and hauled in a dump truck. Stabilized sludge cake can be disposed of in Class I Solid Waste Landfills. The stabilized cake can also be used as an agricultural soil supplement because it meets the requirements for Class B material, but only with State approved permits which require a substantial amount of documentation, monitoring and record keeping. After dewatering, the sludge cake can be further dried on paved drying beds and then composted to produce Class AA residuals, which can be sold as a soil supplement with relatively few restrictions. At the South District Plant, sludge cake is further dried on paved beds and a portion is composted to Class AA standards and sold as a soil supplement. The Department has discontinued the use of the sludge drying beds and composting facilities at the Central District Plant in order to reduce odors, which had caused complaints at a neighboring residential community. To this end, the Department has

negotiated agreements to dispose of sludge cake; in accordance with these agreements, the sludge cake is disposed of by hauling and placing it in landfills or utilized as Class B agricultural soil supplement.

Disposal of treated wastewater at the North District Plant, which currently has a permitted treatment capacity of 120.0 mgd, is accomplished by discharge into the Atlantic Ocean and deep injection wells. The Central District Plant also disposes of effluent by discharge into the Atlantic Ocean. As noted below, state law now requires the Department to design and construct an alternative to the use of ocean outfalls by the end of 2025. *See* "REGULATORY MATTERS."

The South District Plant disposes of its effluent through 17 deep injection wells to the Lower Floridan Aquifer at a depth below 2,400 feet. The South District Plant has a permitted treatment capacity of 112.5 mgd. In January 2015, the Department received operating permits for all injection wells from the Florida Department of Environmental Protection ("FDEP").

The Department continues to explore different ways to reuse effluent. The practicality of reuse is affected by the cost of the added treatment, the cost of transmission and distribution systems, the possibility of contaminating the drinking water system through inadvertent cross connections, public attitudes about using treated wastewater and the quality of the water available for reuse. In April 2007, the Department completed an updated Reuse Feasibility Study. Some of the projects recommended in the Study were incorporated in the 20-year Water Use Permit and into the MYCIP (as described below); however, as a result of water demand reductions through the Water Conservation Program, reuse is no longer required by the Water Use Permit. In 2018, the Department completed its Reuse Feasibility Study to address the reuse requirements in the Ocean Outfall Legislation. The most feasible future reuse opportunities are related to industrial reuse in partnership with a major user, such as Florida Power and Light, or other arrangements with multiple stakeholders that would make large-scale reuse projects viable. *See* "REGULATORY MATTERS."

### **Impact of Hurricanes**

Hurricane Irma struck the County in September 2017 as a strong tropical storm. Although the storm caused widespread tree damage and disruption, it did not materially damage the Utility's infrastructure or adversely impact Pledged Revenues. The Department originally submitted approximately \$26,000,000 in hurricane related costs to the Federal Emergency Management Agency ("FEMA") for reimbursement. The Department and FEMA have been engaged in a rigorous review process of all Hurricane Irma projects and actual costs incurred by the Department. [As of now the review process has resulted in a reduction of the reimbursement amount to \$12,000,000. The review process is still ongoing and is expected to continue into the Fiscal Year 2020.]

[The Department is in the process of evaluating the financial impacts from Hurricane Dorian in September 2019 but anticipates the impacts primarily to be related to preparation costs.]

### **Environmental Quality Management**

The public's concern for environmental quality is reflected in many of the Department's activities, from meeting the effluent discharge quality limits and the changing water quality standards to providing facilities that are unobtrusive and have minimum adverse impact on the environment. Federal, state and local regulations regarding preservation of wetlands impact nearly all land development activities in South Florida, including those of the Department and private developers. The necessity of protecting wetlands has required revisions to the Department's construction plans in the past, and will continue to do so with such requirements possibly increasing the cost of future Department projects. If a project is essential for the welfare of the community, and damage to valuable ecologic systems is unavoidable, the permits may be issued with provisions for mitigating the losses by constructing or upgrading wetlands, planting mangroves or some similar program at a different location.

Since few sites remain for future plant locations which are not wetlands or near existing residential neighborhoods, it is anticipated that future water and sewage treatment plant expansions will require special design features such as multistory construction to minimize land requirements, special architectural and acoustical treatments, and odor control systems to make them unobtrusive.

## **Regulations**

Other than the matters described in "REGULATORY MATTERS" the Department is in compliance with all other material federal, state and local rules and regulations.

## **Everglades Remedial Program**

The federal Water Resources Development Act of 2000 approved the Comprehensive Everglades Restoration Plan ("CERP"), which was developed by a multi-agency study team led by the U.S. Army Corps of Engineers. The CERP provides a framework and guide to restore, protect and preserve the water resources of central and southern Florida, including the Everglades. The CERP includes more than 60 projects and will take more than 30 years to construct.

Pursuant to conditions of the Water Use Permit, the Department has investigated the feasibility of utilizing reclaimed water to rehydrate the coastal wetlands in proximity to the South District Wastewater Treatment Plant. No final determination has been made at this time with respect to a CERP project to rehydrate the coastal wetlands, and the Department has no formal obligations to sponsor such a project.

## **Facilities Security**

Security at the Department's facilities has remained high since the September 11, 2001 attacks, and in 2002 the Board enacted Ordinance 02-68 addressing long-term security at the Department's facilities, including wellfields and treatment plants. This ordinance specifically authorized the Department's Director to take any actions deemed necessary in an emergency to secure the Department's facilities. The Director has already determined that a need exists to maintain increased security at the Department's facilities. The Department has established an identification badging office in order to comply with Ordinance 02-68. As part of the process for issuing identification badges, criminal background checks are conducted on employees, contractors and visitors requiring access to sensitive plant areas.

The Department has implemented a number of proactive measures to enhance the security of its water facilities as well as its response capabilities. Ten staff members have been licensed in the Risk Assessment Methodology for Water for conducting vulnerability assessments. The vulnerability assessment of the water system was completed in March 2003 and submitted to the EPA as mandated. In November 2013, the Department of Homeland Security and the Army Corp of Engineers conducted a Site Assistance Visit in accordance with the National Infrastructure Protection Plan. The Department has prepared its Emergency Response Plan in accordance with the EPA regulations. This was submitted to the EPA prior to September 30, 2003 and updated in June 2014. The Emergency Response Plan has been completed for all three water plants. In accordance with federal requirements, the Department continues to assess, identify and implement feasible opportunities to minimize the vulnerability of the Department's facilities. This program is anticipated to cost in excess of \$16.5 million when fully implemented.

The EPA has not yet mandated performing vulnerability assessments of wastewater systems. The Department has performed vulnerability assessment of its wastewater system, which encompasses an assessment of its wastewater treatment facilities, the collection system, and the pumping and transmission system. The Department in conjunction with the Miami-Dade Police Homeland Security Bureau has implemented a security program consisting of security audits, physical security assessments, vulnerability assessments and security force integrity checks.

The Department has also expanded security by adding additional security supervisors to manage and coordinate all security operations at the Department's plants and facilities. Currently the Department is addressing hardening of all facilities by installing a state of the art closed-circuit television surveillance system, access control, and improving and streamlining the command and control of security operations via the newly established security operations center.

## **Insurance**

The Department is insured against loss to facilities through a blanket property insurance program covering real and personal property, including coverage for boiler and machinery, flood and terrorism perils. Scheduled

properties include various wastewater treatment plants, regional water treatment plants, pump stations, water storage facilities, maintenance facilities, ocean outfalls, headquarters building, and leased properties. The current schedule of values is approximately [\$1.8 billion].

The current program has a limit of [\$200 million with a deductible of \$1 million per occurrence for most perils, including terrorism. The program has a named windstorm deductible of \$35 million per occurrence and a boiler and machinery deductible of \$500,000 per accident. Terrorism coverage is provided for both certified and non-certified acts. The Department also purchases individual National Flood Insurance Program ("NFIP") policies for buildings located in Special Flood Hazard Areas. The flood insurance program includes an additional \$10 million in coverage over the amount available under the NFIP and five percent of total insured values for each item in a flood loss not eligible for coverage under the NFIP, in each case subject to a \$1 million per occurrence minimum].

The Department is covered under the County's self-insurance program administered by the Risk Management Division of the General Services Department in accordance with Section 768.28, Florida Statutes as amended. F.S. §768.28 provides that tort claims against municipal governments are limited to \$200,000 per claim and \$300,000 in aggregate for any event or occurrence without a specific act of the Florida Legislature. This limitation applies to most of the liability claims that arise against the County or any local government in Florida, although certain liability claims such as claims under civil rights statutes, are not subject to these limitations.

## WATER AND SEWER (WASTEWATER) CUSTOMERS AND REVENUES

### Accounts

The Department receives revenues for the sale of its water and wastewater services from retail as well as wholesale customers. The numbers of retail customers for the past five fiscal years are as follows:

#### Active Retail Customers For Fiscal Year Ended September 30,

|                                                          | 2016    | 2017    | 2018    | 2019 | 2020 |
|----------------------------------------------------------|---------|---------|---------|------|------|
| Water                                                    | 441,059 | 443,615 | 447,209 |      |      |
| Wastewater                                               | 357,882 | 361,055 | 363,444 |      |      |
| Percent Ratio Wastewater<br>Customers to Water Customers | 81.1%   | 81.3%   | 81.3%   |      |      |

Source: The Department

The ten largest customers for the Utility for Fiscal Year ended September 30, 2020, were:

#### Water System

| Name                                  | Dollar<br>Amount<br>(in thousands) | Percent of<br>Water Utility<br>Gross Revenues |
|---------------------------------------|------------------------------------|-----------------------------------------------|
| City of Miami Beach                   | \$15,372                           | 4.70%                                         |
| City of Hialeah                       | 12,044                             | 3.70                                          |
| City of North Miami                   | 6,361                              | 2.00                                          |
| Miami-Dade County Aviation Department | 3,777                              | 1.20                                          |
| Florida Power & Light Company         | 2,367                              | 0.70                                          |
| Florida Department of Corrections     | 1,796                              | 0.60                                          |
| City of Opa-locka                     | 1,667                              | 0.50                                          |
| City of Homestead                     | 1,326                              | 0.40                                          |
| City of Hialeah Gardens               | 1,289                              | 0.40                                          |
| Jackson Memorial Hospital             | 1,009                              | 0.30                                          |

Source: The Department

## Wastewater System

| <b>Name</b>                           | <b>Dollar Amount<br/>(in thousands)</b> | <b>Percent of<br/>Wastewater Utility<br/>Gross Revenues</b> |
|---------------------------------------|-----------------------------------------|-------------------------------------------------------------|
| City of Hialeah                       | \$28,581                                | 7.40%                                                       |
| City of Miami Beach                   | 25,006                                  | 6.40                                                        |
| City of North Miami                   | 11,105                                  | 2.90                                                        |
| City of North Miami Beach             | 3,904                                   | 1.00                                                        |
| City of Homestead                     | 3,492                                   | 0.90                                                        |
| Miami-Dade County Aviation Department | 3,206                                   | 0.80                                                        |
| City of Coral Gables                  | 2,827                                   | 0.70                                                        |
| City of Opa-locka                     | 2,205                                   | 0.60                                                        |
| City of Hialeah Gardens               | 2,122                                   | 0.50                                                        |
| Florida Department of Corrections     | 1,882                                   | 0.50                                                        |

*Source:* The Department

### Rates

For Fiscal Year 2019, the County water rates and water tier structure were not adjusted. For wastewater usage, the County adjusted the Base Facility Charge, which is the wastewater fixed charge component based on the size of the water meter. This base rate increase was projected to result in an approximately \$33.8 million increase in revenues for Fiscal Year 2019.

For Fiscal Year 2020, the County adopted water and wastewater rates and tier structure adjustments, effective October 1, 2019. The Department's current schedule of water and wastewater rates is attached as APPENDIX E hereto.

### Rate Comparison

The combined residential water and wastewater bills of the Department are generally lower than those of comparable water and wastewater utilities in other parts of the U.S. as shown in the following table:

#### COMPARISON OF COMBINED WATER AND SEWER CHARGES (5,236 Gallons of Residential Water and Wastewater Use)\*

| <b><u>City/County</u></b>  | <b><u>Monthly Charge</u></b> |
|----------------------------|------------------------------|
| San Francisco, California  | 151.26                       |
| Honolulu, Hawaii           | 129.35                       |
| Atlanta, Georgia           | 128.87                       |
| Cape Coral, Florida        | 106.30                       |
| Boston, Massachusetts      | 90.12                        |
| St. Petersburg, Florida    | 86.13                        |
| Hollywood, Florida         | 84.98                        |
| Philadelphia, Pennsylvania | 67.57                        |
| Broward County, Florida    | 67.16                        |
| Houston, Texas             | 66.82                        |
| Jacksonville, Florida      | 61.31                        |
| Palm Beach County, Florida | 52.70                        |
| Dallas, Texas              | 51.32                        |
| Orange County, Florida     | 50.71                        |
| Tampa, Florida             | 48.28                        |
| Miami-Dade County, Florida | 47.48                        |

\* Bills calculated using rates in effect on September 10, 2019; provided, however, Miami-Dade County reflects rates adopted October 1, 2019.

*Source:* The Department

## **Billing and Collection**

The Department is responsible for all billing and collections. Of its approximately 447,000 customers, 431,000 are billed quarterly and 16,000 are billed monthly. Whether a customer is billed monthly or quarterly depends upon consumption. Once a customer's average monthly usage, established over a one-year period, exceeds 100,000 gallons, then the customer is billed monthly. All system-produced bills are normally mailed 2 to 3 days after meter readings are obtained. The past due date on all bills is 21 days after the billing date. A 10% late charge is assessed on any portion of the water and/or wastewater charge, which remains unpaid after the past due date and a delinquent bill is mailed. Forty-two days after billed, unpaid accounts with a balance greater than \$100 are included on a potential disconnect list. Accounts from this list are processed for disconnection of service. If an account remains unpaid 10 days after service has been discontinued, the customer is sent a final bill. A special assessment lien is filed against any owner-occupied real property, which has received services and has charges that are more than 60 days past due and unpaid. The Department may proceed against lessees to collect delinquent water and wastewater charges. In the event a variance or discrepancy in a customer's usage is discovered, the Department will investigate to determine the cause. Supplemented bills will be sent to the customer with adjustments and such bills are subject to the same deadlines and penalties as regularly prepared bills. The Department issues adjusted and corrected bills for various reasons such as leaks, misreadings, coding errors, administrative rulings, back billings and stopped or inaccurate meters.

Annually, the Department analyzes and records a bad debt reserve for accounts that may be written off. Additionally, the Department performs an annual write-off of retail and non-retail accounts that are more than two years old, have been referred to a collection agency for at least one year, and determined by the Department to be uncollectible. The write-off is for accounting purposes only. The Department continues to legally pursue payment from the delinquent customer.

The State established a financial emergency board (the "State Board") to oversee the activities of the City of Opa-locka ("Opa-locka") while in a state of financial emergency. The appointed members of the State Board are authorized to monitor the finances of Opa-locka. The State Board requested the County's assistance with the management of Opa-locka's utility billings, among other things. The County and Opa-locka have entered into an agreement for the billing of water, sanitary sewage and stormwater utility services for an initial ten-year period with two five-year renewal options. The agreement includes provisions for the repayment of certain outstanding charges, and expenses incurred by the County to replace Opa-locka's meters, to be repaid over 60 monthly payments, with interest. The County commenced billing on behalf of Opa-locka in August of 2018 and Opa-locka is current with its financial obligations to the County.

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The following table sets forth the Department's collection rates for Fiscal Years 2009 through 2016, which are the Fiscal Years for which the most recent write-offs have been recorded:

|              |                        | Total Annual Aggregate of<br>Write-Offs to date |                      |                      |
|--------------|------------------------|-------------------------------------------------|----------------------|----------------------|
| Year         | Retail Billing         | Amount                                          | % of Annual Billings | Collection Rate in % |
| 2009         | \$ 372,265,000         | \$ 12,454.23                                    | 0.003%               | 100.00%              |
| 2010         | 393,420,000            | 679,356.36                                      | 0.17                 | 99.83                |
| 2011         | 428,832,000            | 1,602,347.53                                    | 0.37                 | 99.63                |
| 2012         | 429,003,000            | 1,580,280.83                                    | 0.37                 | 99.63                |
| 2013         | 437,778,000            | 1,776,800.59                                    | 0.41                 | 99.59                |
| 2014         | 465,057,000            | 1,961,842.87                                    | 0.42                 | 99.58                |
| 2015         | 486,201,000            | 1,624,047.86                                    | 0.33                 | 99.67                |
| 2016         | 520,146,000            | 999,189.97                                      | 0.19                 | 99.81                |
| <b>Total</b> | <b>\$3,532,702,000</b> | <b>\$10,236,320.24</b>                          | <b>0.29%</b>         | <b>99.71%</b>        |

| Other (Non-Retail) |                      | Total Annual Aggregate of<br>Write-Offs to date |                      |                      |
|--------------------|----------------------|-------------------------------------------------|----------------------|----------------------|
| Year               | Billed               | Amount                                          | % of Annual Billings | Collection Rate in % |
| 2009               | \$ 38,293,000        | \$ 11,237.55                                    | 0.03%                | 99.97%               |
| 2010               | 40,486,000           | 16,482.41                                       | 0.04%                | 99.96%               |
| 2011               | 26,157,000           | 83,108.75                                       | 0.32%                | 99.68%               |
| 2012               | 24,589,000           | 36,310.47                                       | 0.15%                | 99.85%               |
| 2013               | 21,876,000           | 103,133.18                                      | 0.47%                | 99.53%               |
| 2014               | 28,022,000           | 107,913.32                                      | 0.39%                | 99.61%               |
| 2015               | 28,305,000           | 22,431.35                                       | 0.08%                | 99.92%               |
| 2016               | 28,685,000           | 39,090.11                                       | 0.14%                | 99.86%               |
| <b>Total</b>       | <b>\$224,805,000</b> | <b>\$419,707.14</b>                             | <b>0.19%</b>         | <b>99.81%</b>        |

| Other (Connection Charges) |                      | Total Annual Aggregate of<br>Write-Offs to date |                      |                      |
|----------------------------|----------------------|-------------------------------------------------|----------------------|----------------------|
| Year                       | Billed               | Amount                                          | % of Annual Billings | Collection Rate in % |
| 2009                       | \$ 30,573,496        | \$ -                                            | 0.0%                 | 100.00%              |
| 2010                       | 15,978,088           | -                                               | 0.00                 | 100.00               |
| 2011                       | 13,933,000           | -                                               | 0.00                 | 100.00               |
| 2012                       | 20,509,000           | -                                               | 0.00                 | 100.00               |
| 2013                       | 25,447,000           | 1,293.00                                        | 0.01                 | 99.99                |
| 2014                       | 31,161,000           | -                                               | 0.00                 | 100.00               |
| 2015                       | 30,582,807           | -                                               | 0.00                 | 100.00               |
| 2016                       | 26,453,386           | -                                               | 0.00                 | 100.00               |
| <b>Total</b>               | <b>\$194,637,777</b> | <b>\$1,293.00</b>                               | <b>0.00%</b>         | <b>100.00%</b>       |

## **FINANCIAL OPERATIONS**

Utility Revenues, Operation and Maintenance Expenses, as well as certain assumptions and opinions pertaining to such financial data are described in the Audited Financial Report of the Department for Fiscal Year Ended September 30, 2020. *See* "APPENDIX C – AUDITED FINANCIAL REPORT OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2020."

### **Historical Results of Operations and Debt Service Coverage**

The following table summarizes historical operating results for the Utility for Fiscal Years ended September 30, 2016 through 2020. The historical results have been prepared based on information provided in the Department's audited financial statements for Fiscal Years 2016 through 2020. The table also reflects the historical debt service coverage based on historical Pledged Revenues and debt service requirements.

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**HISTORICAL OPERATING RESULTS AND DEBT SERVICE COVERAGE**  
**(\$ in thousands)**  
**(Fiscal Year Ended September 30)**

|                                                                         | 2016      | 2017      | 2018      | 2019      | 2020 |
|-------------------------------------------------------------------------|-----------|-----------|-----------|-----------|------|
| <i>OPERATING REVENUES:</i>                                              |           |           |           |           |      |
| Retail                                                                  | \$520,146 | \$554,546 | \$563,839 | \$586,158 |      |
| Wholesale                                                               | 110,951   | 123,854   | 117,735   | 118,260   |      |
| Other                                                                   | 28,685    | 28,932    | 30,275    | 30,033    |      |
| Total operating revenues                                                | \$659,782 | \$707,332 | \$711,849 | \$734,451 |      |
| <i>OPERATING AND MAINTENANCE EXPENSES:</i>                              |           |           |           |           |      |
| Source of supply                                                        | \$ 14,284 | \$ 14,193 | \$ 9,578  | \$ 13,966 |      |
| Collection system                                                       | 26,866    | 33,457    | 34,049    | 32,481    |      |
| Pumping                                                                 | 41,532    | 44,519    | 45,426    | 50,162    |      |
| Treatment                                                               | 160,186   | 152,734   | 163,435   | 169,240   |      |
| Transmission and distribution                                           | 30,554    | 31,228    | 35,783    | 39,058    |      |
| Customer accounting and service                                         | 30,239    | 34,160    | 34,787    | 33,422    |      |
| General and administrative                                              | 84,827    | 88,239    | 100,250   | 103,896   |      |
| Total operating and maintenance expenses                                | \$388,488 | \$398,530 | \$423,308 | \$442,225 |      |
| Operating income before depreciation                                    | 271,294   | 308,802   | 288,541   | 292,226   |      |
| <i>PRIMARY DEBT SERVICE COVERAGE:</i>                                   |           |           |           |           |      |
| Net Operating Revenues                                                  | \$271,294 | \$308,802 | \$288,541 | \$292,226 |      |
| Investment Earnings <sup>(1)</sup>                                      | 1,823     | 3,144     | 9,566     | 15,355    |      |
| Net Transfers from (to) Rate Stabilization Fund                         | -         | -         | -         | -         |      |
| Net revenues available for debt service                                 | \$273,116 | \$311,946 | \$298,107 | \$307,581 |      |
| Debt service requirements <sup>(2)</sup>                                | 157,036   | 161,194   | 164,449   | 173,198   |      |
| Actual coverage                                                         | 1.74x     | 1.94x     | 1.81x     | 1.78x     |      |
| Required coverage                                                       | 1.25x     | 1.25x     | 1.25x     | 1.25x     |      |
| <i>SUBORDINATED DEBT SERVICE COVERAGE:</i>                              |           |           |           |           |      |
| Net revenues available for debt service                                 | \$273,116 | \$311,946 | \$298,107 | \$307,581 |      |
| Less: Maximum principal and interest <sup>(3)</sup>                     | 161,195   | 161,195   | 171,345   | 182,569   |      |
| Adjusted net revenues                                                   | \$111,921 | \$150,751 | \$126,762 | \$125,012 |      |
| Debt service and reserve requirements <sup>(4)</sup>                    | 16,819    | 15,973    | 15,822    | 15,589    |      |
| Actual coverage                                                         | 6.65x     | 9.44x     | 8.01x     | 8.01x     |      |
| Required coverage                                                       | 1.00x     | 1.00x     | 1.00x     | 1.00x     |      |
| <i>STATE REVOLVING FUND LOANS DEBT SERVICE:</i>                         |           |           |           |           |      |
| Net revenues available for debt service                                 | \$273,116 | \$311,946 | \$298,107 | \$307,581 |      |
| Less: revenue required for primary debt service coverage <sup>(5)</sup> | 196,295   | 201,493   | 205,561   | 216,448   |      |
| Adjusted net revenues                                                   | \$ 76,821 | \$110,453 | \$ 92,546 | \$ 91,083 |      |
| Debt service requirements <sup>(6)</sup>                                | 16,819    | 15,973    | 15,822    | 15,589    |      |
| Actual coverage                                                         | 4.57x     | 6.92x     | 5.85x     | 5.84x     |      |
| Required coverage                                                       | 1.15x     | 1.15x     | 1.15x     | 1.15x     |      |

<sup>(1)</sup> Excludes interest income from Construction Fund.

<sup>(2)</sup> Represents debt service requirements on Outstanding Bonds for such Fiscal Year.

<sup>(3)</sup> Maximum Principal and Interest Requirements on the Bonds for such Fiscal Year.

<sup>(4)</sup> Debt service payments on the WIFIA loan are not expected to commence until 2028. See "SUBORDINATE OBLIGATIONS – WIFIA Loan Program" for more information.

<sup>(5)</sup> Represents 125% of primary debt service requirements.

<sup>(6)</sup> Represents debt service requirements on outstanding State Revolving Fund Loans for such Fiscal Year.

Source: Water and Sewer Department's Comprehensive Annual Financial Report for The Fiscal Year Ended September 30, 2018.

## Management's Discussion

During Fiscal Years 2014 through 2018 the Board implemented several rate increases to address the operating and maintenance cost increases that occur as a normal part of business each year. These retail rate increases take into account the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers Water and Sewerage Maintenance – U.S. City Average and are commonly referred to as "maintenance index" adjustments and Capital Program requirements. The Board's actions have resulted in a 30% increase in revenues, from \$548 million to \$712 million in five years. The Board of County Commissioners adopted rate increases of 8% effective October 1, 2013, 6% effective October 1, 2014, 6% effective October 1, 2015 and 8% effective October 1, 2016. The Department implemented a tier restructuring effective October 1, 2017. The main driver of revenue growth has been rate increases. Consumption levels for both water and wastewater were stable during this period. In addition, the Fiscal Year 2019 Adopted Budget included a retail sewer base facility charge increase of \$1.80 per 5/8-inch meter, and a retail water and wastewater tier restructure and rate adjustment for Fiscal Year 2020. These increases should continue to strengthen revenues as it is an increase in a fixed charge rather than an increase in a charge based on consumption, and an adjustment to usage tiers.

A consent decree agreement (the "2014 Consent Decree") was negotiated among the County, the U.S. Department of Justice, the State and FDEP that addresses regulatory violations resulting from failing infrastructure. The 2014 Consent Decree was presented to and adopted by the Board on May 21, 2013, lodged with the U.S. District Court for the Southern District of Florida by the U.S. Department of Justice on June 6, 2013, effective on December 6, 2013, and approved by the Court on April 9, 2014. *See* "REGULATORY MATTERS – Sewer (Wastewater) System – Consent Decree."

In Fiscal Year 2013, Senate Bill 444 Modifying the State Ocean Outfall Statute was signed into law by then Governor Rick Scott, providing additional flexibility for the affected utilities to manage peak flows and to fulfill the wastewater reuse requirements in the statute.

The Department maintains both a General Reserve Fund and a Rate Stabilization Fund to provide for contingencies and to mitigate rate increases. As of the end of Fiscal Year 2020 the Department's General Reserve Fund and Rate Stabilization Fund totaled over [\$96.2] million. The Department is also required to maintain an operations and maintenance reserve equal to two months of budgeted operations and maintenance expenses. The Department is holding [\$74.2] million in the operations and maintenance reserve for Fiscal Year 2020.

The Renewal and Replacement Fund is funded from budgeted revenues and expended typically in the same fiscal year for system maintenance and repair. As of September 30, 2020, the balance in the Renewal and Replacement Fund was approximately [\$95.1] million. The Department also maintains a Plant Expansion Fund which is funded by connection fees and is restricted by law to funding projects that expand system capacity. The Department uses funds in the Plant Expansion Fund for qualifying expansion projects or qualifying expansion components of larger projects. As of September 30, 2020, the balance in the Plant Expansion Fund was approximately [\$115.9] million.

The chart below provides the balances in the various Department funds as of September 30, 2020. As discussed above, certain funds are restricted to specific uses.

| Fund Balances <sup>(1)(2)</sup> | (in millions) |
|---------------------------------|---------------|
| Revenue Fund                    | \$            |
| General Reserve                 |               |
| Rate Stabilization Fund         |               |
| Renewal and Replacement Fund    |               |
| Plant Expansion Fund            |               |

<sup>(1)</sup> As of September 30, 2020.

<sup>(2)</sup> Does not include Debt Service Fund.

## Multi-Year Capital Plan

The Department has for many years used a formal capital program and budgeting process. Under this process, capital programs are projected forward over a six-year period and beyond and a detailed budget is adopted and appropriated for the first year of each multi-year period. Both program and budget commitments are reviewed each year and modified as necessary.

The Department continually refines its processes on cost estimation, identifying project interdependency, and reevaluates project scopes to refine the capital plan. Using this approach, the Department has deferred projects beyond the horizon of the MYCIP, reducing previous 15-year plans from \$13.3 billion for Fiscal Year 2018 to \$11.4 billion for Fiscal Year 2019. In addition to project deferrals, in order to focus on near-term projects, the Department changed the period of the MYCIP to ten years for Fiscal Year 2020. The Department also reduced the Fiscal Year 2020 MYCIP due largely to revised flow projections which defer the need for certain new water and wastewater treatment plants and associated conveyance from 2025 to 2035 or beyond. The Fiscal Year 2020 MYCIP is \$7.5 billion.

Set forth in the following table is a summary of the MYCIP for Fiscal Year 2020. The funding of the MYCIP includes proceeds of the Outstanding Bonds, Additional Bonds, Subordinate Obligations (including WIFIA loans, State revolving fund loans, commercial paper notes and Subordinate Bonds), and certain annual revenue sources of the Department. These MYCIP capital expenditures consist of the design, construction, construction management and program management expenses associated with capital improvements related to wastewater treatment, collection facilities, and pumping stations, expansion of improvements to the water treatment plants and water main rehabilitation, and other similar projects. These projects are consistent with the improvements identified in the Water and Wastewater Facilities Master Plans, the 2014 Consent Decree and the Interim Peak Flow Management Plan. The capital improvement projects are necessary to: (i) provide additional capacity to serve additional customers; (ii) meet the requirements of the regulatory actions imposed by FDEP and the EPA; (iii) provide back-up reserve capacity in the water and wastewater transmission systems; (iv) comply with level service requirements contained in the Comprehensive Development Master Plan; and, (v) improve operating efficiencies of the Utility.

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**ADOPTED FISCAL YEAR 2020 MULTI-YEAR CAPITAL PLAN<sup>(1)</sup>**  
(\$ in thousands)

**WATER**

| <b>Fund Description</b>                         | <b>Prior<sup>(2)</sup></b> | <b>2020</b>      | <b>2021</b>      | <b>2022</b>      | <b>2023</b>      | <b>2024</b>      | <b>2025</b>      | <b>Future<sup>(3)</sup></b> | <b>Total</b>       |
|-------------------------------------------------|----------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------------------------|--------------------|
| Water Renewal & Replacement Fund                | \$165,812                  | \$ 61,930        | \$ 40,337        | \$ 40,000        | \$ 40,000        | \$ 40,000        | \$ 40,000        | \$ 40,000                   | \$ 468,079         |
| Plant Expansion Fund – Water                    | 25,338                     | 10,867           | 288              | 0                | 0                | 0                | 0                | 0                           | 36,493             |
| State Revolving Loans – Water                   | 40,789                     | 6,560            | 6,958            | 307              | 0                | 0                | 0                | 0                           | 56,614             |
| Fire Hydrant Fund                               | 6,021                      | 2,500            | 2,500            | 2,500            | 2,500            | 2,500            | 2,500            | 6,449                       | 27,470             |
| General Obligation Bonds                        | 14,246                     | 1,265            | 776              | 403              | 261              | 0                | 6,895            | 0                           | 23,846             |
| Water Special Construction Fund                 | 14,769                     | 2,000            | 2,000            | 2,000            | 2,000            | 2,000            | 2,627            | 0                           | 27,396             |
| Future Water and Sewer Department Revenue Bonds | 0                          | 105,637          | 104,951          | 92,896           | 77,821           | 65,962           | 64,485           | 222,642                     | 734,394            |
| Miami Springs Construction Fund                 | 8,657                      | 4,653            | 0                | 0                | 0                | 0                | 0                | 0                           | 13,310             |
| Water Construction Fund – 2013 Bonds            | 27,158                     | 0                | 0                | 0                | 0                | 0                | 0                | 0                           | 27,158             |
| WASD Water Commercial Paper – 2015              | 121,051                    | 500              | 0                | 0                | 0                | 0                | 0                | 0                           | 121,551            |
| <b>Total Water</b>                              | <b>\$423,841</b>           | <b>\$195,912</b> | <b>\$157,810</b> | <b>\$138,106</b> | <b>\$122,582</b> | <b>\$110,462</b> | <b>\$116,507</b> | <b>\$269,091</b>            | <b>\$1,534,312</b> |

**WASTEWATER**

| <b>Fund Description</b>                         | <b>Prior<sup>(2)</sup></b> | <b>2020</b>      | <b>2021</b>      | <b>2022</b>      | <b>2023</b>      | <b>2024</b>      | <b>2025</b>      | <b>Future<sup>(3)</sup></b> | <b>Total</b>       |
|-------------------------------------------------|----------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------------------------|--------------------|
| Wastewater Renewal & Replacement Fund           | \$ 198,669                 | \$ 64,635        | \$ 59,083        | \$ 55,000        | \$ 55,000        | \$ 55,000        | \$ 55,000        | \$ 55,000                   | \$ 597,387         |
| Plant Expansion Fund – Wastewater               | 129,976                    | 51,039           | 64,821           | 31,491           | 18,454           | 20,753           | 18,000           | 0                           | 334,534            |
| General Obligation Bonds                        | 17,790                     | 10,887           | 15,803           | 19,081           | 20,535           | 30,900           | 27,393           | 0                           | 142,389            |
| Wastewater Special Construction Fund            | 5,518                      | 500              | 500              | 500              | 500              | 500              | 500              | 0                           | 8,518              |
| Future Water and Sewer Department Revenue Bonds | 0                          | 240,857          | 342,074          | 415,176          | 494,465          | 542,269          | 495,125          | 1,261,149                   | 3,791,115          |
| State Revolving Loans – Wastewater              | 21,046                     | 7,892            | 11,523           | 585              | 0                | 0                | 0                | 0                           | 41,046             |
| Miami Springs Construction Fund                 | 867                        | 0                | 207              | 252              | 0                | 0                | 0                | 0                           | 1,326              |
| Construction - 2013 Bonds                       | 168,230                    | 0                | 0                | 0                | 0                | 0                | 0                | 0                           | 168,230            |
| WASD Wastewater Commercial Paper                | 746,135                    | 59,600           | 0                | 0                | 0                | 0                | 0                | 0                           | 805,735            |
| WiFiA Loan                                      | 15,529                     | 10,122           | 27,493           | 32,349           | 14,207           | 0                | 0                | 0                           | 99,700             |
| <b>Total Wastewater</b>                         | <b>\$1,303,760</b>         | <b>\$445,532</b> | <b>\$521,504</b> | <b>\$554,434</b> | <b>\$603,161</b> | <b>\$649,422</b> | <b>\$596,018</b> | <b>\$1,316,149</b>          | <b>\$5,989,978</b> |
| <b>Combined Water And Wastewater</b>            | <b>\$1,727,601</b>         | <b>\$641,444</b> | <b>\$679,314</b> | <b>\$692,540</b> | <b>\$725,743</b> | <b>\$759,884</b> | <b>\$712,525</b> | <b>\$1,585,240</b>          | <b>\$7,524,290</b> |

<sup>(1)</sup> This Table sets forth expenditures by funding sources for the proposed MYCIP.

<sup>(2)</sup> Prior represents expenditures before Fiscal Year 2020 for active MYCIP projects.

<sup>(3)</sup> Future is defined as Fiscal Years 2026 through 2029.

Source: The Department

## REGULATORY MATTERS

### Water System

Ground Water Under Direct Influence of Surface Water. On January 5, 2006, the EPA published the Final Long Term Enhanced Surface Water Rule (the "Surface Water Rule"), which does not apply to the Department because the Department does not use surface water and the groundwater used by the Department has not been determined to be under the direct influence of surface water. However, the Northwest Wellfield is located in an area designated by the Florida Legislature as the Miami-Dade County Lake Belt Area. In order to maximize the efficient recovery of limestone in such area, the Florida Legislature approved a plan that will allow rock mining in the vicinity of the Northwest Wellfield. As excavations get closer to the Northwest Wellfield, there is limited risk of the wells coming under the influence of surface water, which may result in the Surface Water Rule applying to such wells.

In January 2006, the Florida Legislature recognized the risk to the Northwest Wellfield and imposed a "water treatment plant upgrade fee" equal to \$0.15 per ton of limerock and sand sold within the Miami-Dade County Lake Belt Area. The fee became effective January 1, 2007, and was supposed to remain in effect until the total proceeds collected reach the actual amount necessary to design and construct the necessary water treatment plant upgrades. Such amount is to be determined in an open, public solicitation. The water treatment plant upgrade will consist of upgrading the filtration and disinfection processes to meet the requirements of the Surface Water Rule. In 2011, the Florida Legislature authorized the temporary diversion of the water treatment plant upgrade fee to be used to pay for seepage mitigation projects, including groundwater or surface water management structures designed to improve wetland habitat. This diversion will continue until a total of \$20 million has been diverted or until the State makes an actual determination of groundwater being under the direct influence of surface water ("GWUDI"), at which point the funds will be re-directed to the Department to advance the surface water treatment project. The Florida Legislature passed legislation in 2015 that reduced the fee to \$0.06 per ton until July 2018; after which time the fee was discontinued. The Department has evaluated the potential of reclassification of the Northwest Wellfield to GWUDI and has made preparations to address any risk through monitoring and preventative actions. At this time, upgrades to existing facilities are not anticipated.

Stage 1 and Stage 2 DBP Rules. The Disinfectants and Disinfection Byproducts Rule (the "Stage 1 DBPR") effective January 2004, regulates disinfection byproducts ("DBPs"), which are formed when chlorine reacts with naturally occurring organic constituents in drinking water. The Department is in compliance with the Stage 1 DBPR having both modified its John E. Preston Water Treatment Plant and used alternate pretreatment approaches there to assure compliance.

The Disinfectants and Disinfection Byproducts Rule (the "Stage 2 DBPR") effective January 2006, builds on Stage 1 and includes the following requirements:

- Initial distribution system evaluations ("IDSE") to identify compliance monitoring locations with the high disinfection DBPs. The purpose of the IDSE is to determine locations of high total trihalomethanes and haloacetic acids. The results are used in conjunction with the Stage 1 DBPR compliance monitoring to identify and select Stage 2 DBPR compliance monitoring locations.
- Compliance is based on Locational Running Annual Averages, which averages the sample analytical results for water samples taken at a particular monitoring location during the previous calendar quarters.
- Requirements are specified for consecutive systems, which will apply to the Department's wholesale customers.

The Department is substantially in compliance with the Stage 2 DBPR.

Ground Water Rule. The Ground Water Rule ("GWR") provides for increased protection against microbial pathogens in public water systems that use ground water sources. In 2009, the Florida Department of Health determined that all of the Department's water treatment plants meet the 4-log virus treatment requirements of the GWR and approved the associated monitoring plans implemented by the Department to comply with the GWR.

Revised Total Coliform Rule. The Revised Total Coliform Rule became effective April 1, 2016 and establishes a maximum contaminant level for *E. coli* and uses *E. coli* and total coliforms to initiate a "find and fix" approach to address fecal contamination that could enter into the distribution system. It requires public water systems to perform assessments to identify sanitary defects and subsequently take action to correct them. The Department is substantially in compliance with this rule.

Lead and Copper Rule. The Lead and Copper Rule was promulgated in 1991 to address the control of copper and lead that may leach from home plumbing systems. The Department is substantially in compliance with this rule.

### **Sewer (Wastewater) System**

North District Wastewater Treatment Plant. On February 20, 2017, the FDEP issued an operating permit under the National Pollutant Discharge Elimination System (the "NPDES Permit"), along with an Administrative Order (the "AO"). The AO includes schedules for compliance with the Ocean Outfall Legislation, a Surface Water Quality Monitoring Plan, toxicity study, and effluent monitoring and sampling requirements, as well as a schedule for 2014 Consent Decree projects. The Department is substantially in compliance with the NPDES Permit and the AO.

Central District Wastewater Treatment Plant. On January 13, 2016, the FDEP issued an operating permit and an Amendment to Administrative Order (the "AOA") based on the point of discharge being within State waters. The Department is substantially in compliance with the NPDES Permit, the AO and the AOA.

South District Wastewater Treatment Plant. On December 6, 2005, the EPA promulgated revisions to the Federal Underground Injection Control ("UIC") Requirements for Class I Municipal Disposal Wells in Florida. The UIC rule provides a regulatory alternative for the operators of Class I municipal disposal wells in specific areas of Florida that have caused or may cause movement of fluid into underground sources of drinking water. The County's upgraded High Level Disinfection facility at the plant enables the Department to fully comply with these requirements.

South District Wastewater Treatment Plant Operating Permit. On September 19, 2017, the FDEP issued a new operating permit for the South District Wastewater Treatment Plant, with an effective date of December 10, 2017, which includes a schedule for completing some improvements at the plant. The Department is substantially in compliance with the operating permit.

Sewer System Consent Decree. On May 21, 2013, the Board authorized the execution of the 2014 Consent Decree between the County, the U.S. Department of Justice, the State and FDEP, for improvements to the County's wastewater collection and treatment system. On June 6, 2013, the Department of Justice lodged the proposed 2014 Consent Decree with the U.S. District Court for the Southern District of Florida in the lawsuit entitled *United States, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM*. On June 12, 2013 (the "Date of Lodging"), the Notice of Lodging was published in the Federal Register. The publication opened a 30-day public comment period on the proposed 2014 Consent Decree. The effective date for the 2014 Consent Decree was December 6, 2013, six months after the Date of Lodging. On April 9, 2014, the Court issued three Orders: (i) Granting Motion to enter 2014 Consent Decree; (ii) Modifying Section X of the 2014 Consent Decree (doubling the proposed stipulated penalties); and (iii) Requiring Status Reports.

The schedule for construction projects identified in the 2014 Consent Decree began on the Date of Lodging. The schedules for the remaining deliverables dealing with assessments and reports began on the date of entry of the 2014 Consent Decree. Penalty provisions became effective on the date of entry of the 2014 Consent Decree. The prior consent decrees were terminated upon entry of the 2014 Consent Decree and the 2014 Consent Decree supersedes the prior consent decrees.

The 2014 Consent Decree requires system improvements at the treatment plants and throughout the collection system originally valued at \$1.6 billion over a period of 15 years; continuation of the capacity maintenance program, including enforcement of the 10 hour criterion at pump stations; expansion of the pump station remote monitoring program (Supervisory Control and Data Acquisition – SCADA – system); maintenance and application of the wastewater collection and transmission system model; a spare parts program; application of these requirements to wholesale customers through the Volume Sewer Customer Ordinance administered by the Department of Regulatory

and Economic Resources; expansion of the Fats, Oils, and Grease control program; implementation of a sewer overflow response plan; enhancement of the information management system and the wastewater system asset management program; assessment of force mains; assessment of gravity sewers; enhancement of the pump station maintenance and operations program; enhancement of the wastewater treatment plant operations and maintenance program; and implementation of a financial analysis program to support the completion of all 2014 Consent Decree deliverables on schedule. The Department has retained a firm to provide program and construction management services for the 2014 Consent Decree program, two firms to provide design services for the wastewater treatment plants and the wastewater collection and transmission system, and a fourth firm to provide the capacity, management, operations and maintenance requirements. As a result, the updated estimate at completion is \$1.9 billion. The increase in cost is associated with project cost updates for the development and execution of the 2014 Consent Decree program. Specifically, with modifications that were made during the validation and design phase, which was performed in 2016. The updated construction program included additional consideration for sea level rise, the application of new technologies, and the decision to replace certain assets as opposed to rehabilitating them. The validated program had a direct effect on construction cost as well as the level of effort required to manage the various components of the program. The Department has assigned dedicated internal staff to manage these projects. The Department is substantially in compliance with the 2014 Consent Decree.

Wastewater System Overflow Violations. Any unpermitted discharge from wastewater collection and treatment systems constitutes a violation of the Clean Water Act and can be subject to both federal and state enforcement action. Overflows may occur as the result of inadequate capacity, line blockages, construction and vandalism, pipeline failures due to age or corrosion, and equipment failures at pump stations and treatment plants. The 2014 Consent Decree includes a civil penalty to account for overflows not previously included in the FDEP penalty program. During the five years between 2007 and 2011, the Department experienced annual overflow events ranging from 126 to 223 overflows resulting from line blockages. During the same period, the total estimated volume of overflows ranged from 1.8 million gallons in 2007 to 24.9 million gallons in 2010 (which included a single 72 inch force main failure that accounted for 20 million gallons of wastewater). Pipeline failures have accounted for the largest volume of wastewater system overflows, confirming the need for infrastructure replacement.

In April 2014, the County paid \$978,100 as a civil penalty for violations of the Clean Water Act and State environmental laws covering overflows documented during the five-year period from November 2007 through November 2012. The 2014 Consent Decree provides for stipulated penalties ranging from \$1,000 to \$20,000 for sewage overflows depending on overflow volumes, when the overflows occur during the duration of the 2014 Consent Decree and whether the overflows reach the waters of the United States.

During the period from 2015 through 2017, the EPA assessed stipulated penalties pursuant to Section X, Paragraph 42.(a) of the 2014 Consent Decree and the Order Modifying Section X of the 2014 Consent Decree, and FDEP assessed penalties for overflows that did not reach surface waters. The penalties assessed were not significant.

Elimination of the Use of Ocean Outfalls. Florida law was amended in 2008 to prohibit the construction of new ocean outfalls and the use of existing ones for disposal of average flows by 2025. The law was amended in 2013 to provide additional flexibility for the affected utilities to manage peak flows and to fulfill the mandated wastewater reuse requirements. The law requires the Department to (i) submit a plan by July 1, 2013 to meet the requirements of the legislation (see below description of the Department's submitted plan); and (ii) meet the provisions of the advanced wastewater treatment and management requirements by December 31, 2018, either by (a) provision of advanced wastewater treatment to all ocean outfall flows, or (b) reducing the volume of wastewater effluent disposed through ocean outfall flows between December 31, 2008 and December 31, 2025 so that the reduction in nutrients discharged would be the same as with advanced wastewater treatment, or (c) use of a combination of advanced wastewater treatment and diversion of ocean outfall flows to meet the nutrient reduction level required on December 31, 2018. After 2025, the outfalls can be used for peak flow discharges not to exceed 5% of annual flows. By December 31, 2025, a fully functioning reuse system must be installed using a minimum of 60% of the ocean outfall flows for irrigation, groundwater replenishment, industrial cooling or other acceptable forms of reclaimed water. The statute limits the required reuse to projects that are "technically and economically" feasible.

The Department submitted the Ocean Outfall Legislation Compliance Plan (the "Compliance Plan") to the Secretary of FDEP on June 28, 2013. This was a comprehensive plan which also included the wastewater facilities upgrades needed to meet future demands for the year 2035. Since 2013 when the Compliance Plan was presented to

FDEP, wastewater flows have been reassessed with more current data. The data shows lower future demands than originally anticipated. [An updated Compliance Plan (the "2019 Compliance Plan") is currently being developed as required by the Ocean Outfall Legislation and is due by December 31, 2019. The 2019 Compliance Plan will focus on the required upgrades to the two existing wastewater treatment plants with ocean outfalls, Central District and North District Wastewater Treatment Plants, to comply with the legislation requirements.]

Regarding the advanced wastewater treatment and management requirement, the Department selected the equivalent nutrient diversion method to meet this requirement, and while there have been project delays and unexpected work to bring the system to its rated capacity, the nutrient diversions goal is on target for compliance. Moreover, the Department has achieved substantial progress to date in its Injection Well Program to advance the nutrient diversion objectives set forth by the legislation. Below is the status and anticipated completion dates of on-going project activities.

- Construction is complete for two Class I industrial injection wells, and one dual-zone monitoring well at the Central District Wastewater Treatment Plant.
- Industrial well pump station at Central District Wastewater Treatment Plant was substantially completed on July 11, 2019.

The Department is on schedule to successfully comply with the legislation by December 31, 2025. To this end, preliminary design activities and project design are on-going for upgrades at the North and Central District Wastewater Treatment Plants.

#### **REPORT OF CONSULTING ENGINEER**

The County has retained Arcadis U.S., Inc. ("Arcadis"), Miami, Florida, as its consulting engineer to develop reports relating to the Utility, the MYCIP and certain financial matters. Planning and Economics Group, Inc., Miami, Florida, serves as a sub-consultant to Arcadis (together with Planning and Economics Group, Inc, collectively, the "Consulting Engineer"). The Consulting Engineer has prepared the Bond Feasibility Report dated \_\_\_\_\_, 2021, included as APPENDIX A to this Official Statement, which is included in this Official Statement in reliance upon the authority of such firms as experts in engineering and related financial matters. The Bond Feasibility Report should be read in its entirety for a complete discussion of asset conditions, operating revenues, expenses of operation and maintenance, and the assumptions and rationale underlying its forecast. To the extent that actual conditions differ from those assumed in preparing such forecasted amounts, the actual results will vary from those shown therein.

The Consulting Engineer has formed certain opinions and reached certain conclusions as a result of the analyses performed and described in the Bond Feasibility Report. These conclusions and opinions, include, but are not limited to, the following:

- Based on the assumptions applied in developing the financial projections, and described in the Bond Feasibility Report (including the implementation of certain future rate increases needed to meet the debt service coverage ratio as described in the Report), the Department is expected to generate projected Pledged Revenues sufficient in the next five years to meet the payment or deposit requirements of:
  - all expenses of the Department related to operation, maintenance, repair and replacement;
  - all reserve funds required to be established out of such Pledged Revenues;
  - the principal and interest on all Outstanding Bonds and Subordinate Obligations issued under or pursuant to the Master Ordinance, including the Series 2021 Bonds, for which such Pledged Revenues are pledged, as the same become due and payable; and
  - the rate covenants set forth in Section 602 of the Master Ordinance and in the WIFIA loan agreement.
- Based upon onsite physical inspections and investigations of major system facilities, and discussions with key Department staff, the water and wastewater systems are in fair condition and meet industry level of service requirements for the Department's customers, with steps being taken to address the

Department's renewal and replacement needs. The projects contained in the Department's proposed five-year MYCIP for Fiscal Years 2020 through 2025 are part of an overall program to provide for the water and wastewater systems continued operations and level of service expectations as well as meet 2014 Consent Decree and other regulatory requirements.

- The existing water and wastewater infrastructure, together with planned system improvements, will provide the Department with adequate water and wastewater capacity to meet demands in the service area through Fiscal Year 2025, the study period.
- The Department continues to be under the negotiated 2014 Consent Decree with EPA and FDEP, which was lodged with the US District Court on June 6, 2013, and entered on April 9, 2014. This 2014 Consent Decree closed the Department's previous First Partial Consent Decree and the Second and Final Partial Consent Decree with EPA. The 2014 Consent Decree focuses primarily on system improvements at the treatment plants, the collection system, and the continuation of the capacity maintenance program, including enforcement of the 10-hour criterion at pump stations and the pump station remote monitoring program. The 2014 Consent Decree identifies project costs of \$1.9 billion of which \$1.8 billion is related to capital projects that are reflected in the Department's Five-Year Capital Improvement Program. The Department is currently in compliance with the 2014 Consent Decree.
- The Department is subject to the State Senate Bill 1302 (Chapter 2008-232) Laws of Florida, Section 403.086(9)) as amended in 2013 by Florida Senate Bill 444, that requires the six ocean outfalls along the southeast coast of Florida that are being used for treated wastewater disposal be eliminated as a primary means of domestic wastewater discharge by 2025. The nutrient reduction requirement stated in the legislation can be met either by installation of an advance wastewater treatment option in 2018, or by an equivalent nutrient load reduction level that would need to be achieved by 2025. The Department has elected to achieve a reduction in cumulative outfall loadings of total nitrogen and total phosphorus in 2025. The Department is on target to meet this requirement. An updated Ocean Outfall Legislation Compliance Plan is required by the legislation and is due on December 31, 2019. The 2019 Compliance Plan will focus on the required upgrades to the two existing wastewater treatment plants with ocean outfalls – Central District and North district Wastewater Treatment Plants.

## **INVESTMENT CONSIDERATIONS**

### **Enforceability of Remedies**

The remedies available to the owners of the Series 2021 Bonds upon an Event of Default under the Bond Ordinance are in many respects dependent upon regulatory and judicial actions that are often subject to discretion and delay. Under existing laws and judicial decisions, the remedies provided for under the Bond Ordinance may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2021 Bonds will be qualified to the extent that the enforceability of certain legal rights related to the Series 2021 Bonds is subject to various limitations including those imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the enforcement of creditors' rights generally and by equitable remedies and proceedings generally.

### **Climate Change**

The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, and hurricanes, which could result in negative economic impacts on coastal communities like the County. Such effects can be exacerbated by a longer-term shift in the climate over several decades, including increasing global temperatures and rising sea levels.

The County is addressing the threat of climate change in the following ways: (1) conducting periodic community-wide greenhouse gas emissions inventories; implementing new policies and initiatives, including environmental protections, sustainability measures, and energy, water, and fuel conservation; and, (2) completing a

systematic assessment of the future vulnerability of the most critical County-owned infrastructure and using that information to direct investment into protective measures for some of the County's most exposed assets. The County's climate change strategy is outlined in the GreenPrint link on the County's website (<http://www.miamidade.gov/GreenPrint/>) and in the Southeast Florida Regional Climate Change Compact's (the "Compact") Regional Climate Action Plan (<http://www.southeastfloridaclimatecompact.org/wp-content/uploads/2018/04/RCAP-2.0-Abridged-Version.pdf>). For planning purposes the County relies upon the Compact's Unified Sea Level Rise Projection for Southeast Florida (<https://southeastfloridaclimatecompact.org/wp-content/uploads/2015/10/2015-Compact-Unified-Sea-Level-Rise-Projection.pdf>).

#### [DISCUSS RESILIENT FLORIDA PROGRAM]

### **Cyber-Security**

Computer networks and systems used for data transmission and collection are vital to the efficient operations of the County. County systems provide support to departmental operations and constituent services, collecting and storing sensitive data, including intellectual property, security information, proprietary business process information, information applying to suppliers and business partners, and personally identifiable information of customers, constituents and employees. The secure processing, maintenance, storage and transmission of this information is critical to departmental operations and delivery of citizen services. Increasingly, governmental entities are being targeted by cyber-attacks seeking to obtain confidential data or disrupt critical services. A rapidly changing cyber risk landscape may introduce new vulnerabilities which attackers/hackers attempt to exploit to obtain sensitive information or cause service disruptions. Employee error and/or malfeasance may also contribute to data loss or other system disruptions. Any such event could compromise networks and the confidentiality, integrity and availability of systems and associated stored information. The potential disruption, unauthorized access, modification, disclosure or destruction of data could result in interruption of the efficiency of County commerce, initiation of legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, disruptions in operations and/or citizen services, potentially triggering a loss of confidence in County operations which could ultimately adversely affect County revenues. The County has established a dedicated Enterprise Security Office tasked with the protection of County digital assets through a defense in depth approach to risk and vulnerability mitigation, implementation of policy and compliance standards and cyber incident response capabilities.

### **Coronavirus (COVID-19)**

[The Novel Coronavirus 2019 ("COVID-19") pandemic, along with various governmental measures taken to protect public health in light of the pandemic, has had an adverse impact on global financial markets and economies, including financial markets and economic conditions in the United States. The impact of the COVID-19 pandemic on the U.S. economy is expected to be broad based and to negatively impact national, state and local economies. In response to such expectations, then President Trump on March 13, 2020, declared a "national emergency," which, among other effects, allows the executive branch to disburse disaster relief funds to address the COVID-19 pandemic and related economic dislocation. In addition, the U.S., the State and the County have all imposed certain health and public safety restrictions in response to COVID-19. The County cannot predict the duration of these restrictions or whether additional or new actions may be taken by government authorities including the State and/or County, to contain or otherwise address the impact of the COVID-19 or similar outbreak. For information on the County's COVID-19 response, please see the County's website at <http://www.miamidade.gov/global/initiatives/coronavirus/home.page>.

The County's finances, in the short term, are likely to be adversely affected by the continued spread of COVID-19, the various governmental actions in response thereto and changes in the behavior of businesses and people. The impact of COVID-19 is expected to result in significant decreases in state and local sales tax revenues as a result of decreased tourism and commercial activity throughout the State, including within the County. Due to the evolving nature of the outbreak and federal, State and local responses thereto, the long-term impacts of the COVID-19 crisis are unknown and dependent on factors such as the length of any shutdown and the impact on the economy as a whole and particularly within the County. The County anticipates that there will be increased costs associated with this pandemic but also anticipates that the federal government will provide some funding to assist the County with the financial impact of its response to the COVID-19 pandemic. Through June 30, 2020, the County received approximately \$474.1 million in a federal Coronavirus relief fund grant, \$207.2 million in CARES Act airport grants

and \$10.7 million in an emergency solutions grant COVID-19 round 2 response. In total, the County has received approximately \$941.7 million in federal grants through June 30, 2020, approximately 72% of which are related to the COVID-19 pandemic.

The County cannot predict with certainty whether there will be a reduction in Pledged Revenues as a result of the COVID-19 pandemic. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS" herein.]

## **LITIGATION**

The County is a defendant from time to time in various lawsuits. No litigation questioning the corporate existence of the County or the right of its officials to their respective offices, or questioning or affecting the validity of the Series 2021 Bonds or the Bond Ordinance is pending. Furthermore, to the knowledge of the Office of the County Attorney, no litigation that would materially or adversely affect the ability of the County to consummate its obligations under the Bond Ordinance, including its payment obligations thereunder, is threatened.

## **TAX MATTERS**

### General

In the opinion of Squire Patton Boggs (US) LLP and D. Seaton and Associates, P.A., Bond Counsel, under existing law (i) interest on the Series 2021 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not an item of tax preference for purposes of the federal alternative minimum tax, and (ii) the Series 2021 Bonds and the income thereon are exempt from taxation under the laws of the State, except estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. Bond Counsel expresses no opinion as to any other tax consequences regarding the Series 2021 Bonds.

The opinion on federal tax matters will be based on and will assume the accuracy of certain representations and certifications, and continuing compliance with certain covenants, of the County contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2021 Bonds are and will remain obligations the interest on which is excluded from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of the County's representations and certifications or the continuing compliance with the County's covenants.

The opinion of Bond Counsel is based on current legal authority and covers certain matters not directly addressed by such authority. It represents Bond Counsel's legal judgment as to exclusion of interest on the Series 2021 Bonds from gross income for federal income tax purposes but is not a guaranty of that conclusion. The opinion is not binding on the Internal Revenue Service (the "IRS") or any court. Bond Counsel expresses no opinion about (i) the effect of future changes in the Code and the applicable regulations under the Code or (ii) the interpretation and the enforcement of the Code or those regulations by the IRS.

The Code prescribes a number of qualifications and conditions for the interest on state and local government obligations to be and to remain excluded from gross income for federal income tax purposes, some of which require future or continued compliance after issuance of the obligations. Noncompliance with these requirements by the County may cause loss of such status and result in the interest on the Series 2021 Bonds being included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2021 Bonds. The County has covenanted to take the actions required of it for the interest on the Series 2021 Bonds to be and to remain excluded from gross income for federal income tax purposes, and not to take any actions that would adversely affect that exclusion. After the date of issuance of the Series 2021 Bonds, Bond Counsel will not undertake to determine (or to so inform any person) whether any actions taken or not taken, or any events occurring or not occurring, or any other matters coming to Bond Counsel's attention, may adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2021 Bonds or the market value of the Series 2021 Bonds.

Interest on the Series 2021 Bonds may be subject to a federal branch profits tax imposed on certain foreign corporations doing business in the United States and to a federal tax imposed on excess net passive income of certain S corporations. Under the Code, the exclusion of interest from gross income for federal income tax purposes may have certain adverse federal income tax consequences on items of income, deduction or credit for certain taxpayers, including financial institutions, certain insurance companies, recipients of Social Security and Railroad Retirement benefits, those that are deemed to incur or continue indebtedness to acquire or carry tax-exempt obligations, and individuals otherwise eligible for the earned income tax credit. The applicability and extent of these and other tax consequences will depend upon the particular tax status or other tax items of the owner of the Series 2021 Bonds. Bond Counsel will express no opinion regarding those consequences.

Payments of interest on tax-exempt obligations, including the Series 2021 Bonds, are generally subject to IRS Form 1099-INT information reporting requirements. If a Series 2021 Bond owner is subject to backup withholding under those requirements, then payments of interest will also be subject to backup withholding. Those requirements do not affect the exclusion of such interest from gross income for federal income tax purposes.

Bond Counsel's engagement with respect to the Series 2021 Bonds ends with the issuance of the Series 2021 Bonds and, unless separately engaged, Bond Counsel is not obligated to defend the County or the owners of the Series 2021 Bonds regarding the tax status of interest thereon in the event of an audit examination by the IRS. The IRS has a program to audit tax-exempt obligations to determine whether the interest thereon is includible in gross income for federal income tax purposes. If the IRS does audit the Series 2021 Bonds, under current IRS procedures, the IRS will treat the County as the taxpayer and the beneficial owners of the Series 2021 Bonds will have only limited rights, if any, to obtain and participate in judicial review of such audit. Any action of the IRS, including but not limited to selection of the Series 2021 Bonds for audit, or the course or result of such audit, or an audit of other obligations presenting similar tax issues, may affect the market value of the Series 2021 Bonds.

Prospective purchasers of the Series 2021 Bonds upon their original issuance at prices other than the respective prices indicated on the inside cover of this Official Statement, and prospective purchasers of the Series 2021 Bonds at other than their original issuance, should consult their own tax advisors regarding other tax considerations such as the consequences of market discount, as to all of which Bond Counsel expresses no opinion.

#### Risk of Future Legislative Changes and/or Court Decisions

Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may also be considered by the State legislature. Court proceedings may also be filed, the outcome of which could modify the tax treatment of obligations such as the Series 2021 Bonds. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Series 2021 Bonds will not have an adverse effect on the tax status of interest or other income on the Series 2021 Bonds or the market value or marketability of the Series 2021 Bonds. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Series 2021 Bonds from gross income for federal or state income tax purposes for all or certain taxpayers.

For example, federal tax legislation that was enacted on December 22, 2017 reduced corporate tax rates, modified individual tax rates, eliminated many deductions, repealed the corporate alternative minimum tax, and eliminated the tax-exempt advance refunding of tax-exempt bonds and tax-advantaged bonds, among other things. Additionally, investors in the Series 2021 Bonds should be aware that future legislative actions might increase, reduce or otherwise change (including retroactively) the financial benefits and the treatment of all or a portion of the interest on the Series 2021 Bonds for federal income tax purposes for all or certain taxpayers. In all such events, the market value of the Series 2021 Bonds may be affected and the ability of holders to sell their Series 2021 Bonds in the secondary market may be reduced.

Investors should consult their own financial and tax advisors to analyze the importance of these risks.

#### Series 2021 Bonds Original Issue Discount and Original Issue Premium

Certain of the Series 2021 Bonds ("Discount Series 2021 Bonds") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Series 2021 Bond. The issue price of a Discount Series 2021 Bond is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of the Discount Series 2021 Bonds of the same maturity is sold pursuant to that offering. For federal income tax purposes, OID accrues to the owner of a Discount Series 2021 Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Series 2021 Bond (i) is interest excluded from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Series 2021 Bond. A purchaser of a Discount Series 2021 Bond in the initial public offering at the issue price (described above) for that Discount Series 2021 Bond who holds that Discount Series 2021 Bond to maturity will realize no gain or loss upon the retirement of that Discount Series 2021 Bond.

Certain of the Series 2021 Bonds ("Premium Series 2021 Bonds") may be offered and sold to the public at a price in excess of their stated redemption price at maturity (the principal amount). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Series 2021 Bond, based on the yield to maturity of that Premium Series 2021 Bond (or, in the case of a Premium Series 2021 Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Series 2021 Bond), compounded semiannually. No portion of that bond premium is deductible by the owner of a Premium Series 2021 Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Series 2021 Bond, the owner's tax basis in the Premium Series 2021 Bond is reduced by the amount of bond premium that is amortized during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Series 2021 Bond for an amount equal to or less than the amount paid by the owner for that Premium Series 2021 Bond. A purchaser of a Premium Series 2021 Bond in the initial public offering who holds that Premium Series 2021 Bond to maturity (or, in the case of a callable Premium Series 2021 Bond, to its earlier call date that results in the lowest yield on that Premium Series 2021 Bond) will realize no gain or loss upon the retirement of that Premium Series 2021 Bond.

*Owners of Discount Series 2021 Bonds and Premium Series 2021 Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the existence of OID or bond premium, the determination for federal income tax purposes of the amount of OID or bond premium properly accruable or amortizable in any period with respect to the Discount Series 2021 Bonds or Premium Series 2021 Bonds, other federal tax consequences in respect of OID and bond premium, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.*

#### **DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS**

Florida law requires the County to make a full and fair disclosure of any bonds or other debt obligations which it has issued or guaranteed and which are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served as a conduit issuer). Florida law further provides, however, that if the County in good faith believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted. The County is not and has not been in default as to principal and interest on bonds or other debt obligations which it has issued as the principal obligor or guarantor.

There are several special purpose governmental authorities of the County that serve as conduit issuers of private activity bonds for purposes such as housing, industrial development and health care. Defaults have occurred in connection with some of those private activity bonds; however, such defaults affect only the defaulted issues and have no effect on the payment of the Series 2021 Bonds. The County has no obligation to pay such bonds and the conduit issuers had only a limited obligation to pay such bonds from the payments made by the underlying obligors with respect to such issues. Therefore, the County in good faith believes that defaults relating to conduit issuers are

not material with regard to the Series 2021 Bonds and any disclosure concerning any defaults of conduit financings is not necessary.

## **CONTINUING DISCLOSURE**

### **General Undertaking**

The County has covenanted in the Series 2021 Resolution, in accordance with the provisions of, and to the degree necessary to comply with, the secondary disclosure requirements of Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission (the "SEC"), to provide or cause to be provided for the benefit of the beneficial owners of the Series 2021 Bonds to the Municipal Securities Rulemaking Board (the "MSRB") via its Electronic Municipal Market Access system ("EMMA") and in an electronic format prescribed by the MSRB and such other municipal securities information repository as may be required by law or applicable regulation, from time to time (each such information repository, a "MSIR"), the information set forth in the Series 2021 Resolution, commencing with the Fiscal Year ending September 30, 2021. *See* "APPENDIX H – CONTINUING DISCLOSURE UNDERTAKING."

The County has selected Digital Assurance Certification, L.L.C. ("DAC") to serve as the County's disclosure dissemination agent for purposes of filing the information as required by the Rule with the MSRB in an electronic format prescribed by the MSRB. During any period that DAC or any other party is acting as disclosure dissemination agent for the County with respect to the County's continuing disclosure obligations, the County will comply with the provisions of any agreement by and between the County and any such disclosure dissemination agent.

The County has reserved the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County; provided that the County has agreed that any modification will be done in a manner consistent with the Rule.

### **Procedures and Past Performance**

The County has procedures in place with respect to its continuing disclosure undertakings and, as noted above, utilizes DAC to assist it in its compliance. The following information describes the instances of non-compliance with such undertakings, known to the County, in the past five years.

It has come to the County's attention that, although an executed copy of the Escrow Deposit Agreement relating to certain defeased bonds, which included as an exhibit the notices of defeasance, was filed on EMMA within ten days of the defeasance, due to an administrative oversight the County did not timely file separate defeasance notices relating to such bonds. The County filed these defeasance notices on June 25, 2019. With respect to such defeased bonds that have been subsequently called for redemption, the County has timely filed notices of optional redemption.

### **Limited Information; Limited Rights of Enforcement**

The County's obligation under its continuing disclosure undertaking with respect to the Series 2021 Bonds is limited to supplying limited information at specified times and may not provide all information necessary to determine the value of the Series 2021 Bonds at any particular time.

The County has agreed that its continuing disclosure undertaking is intended to be for the benefit of the Beneficial Owners of the Series 2021 Bonds and shall be enforceable by such Beneficial Owners if the County fails to cure a breach within a reasonable time after receipt of written notice from a Beneficial Owner that a breach exists; provided, however, that any Beneficial Owner's right to enforce the provisions of the undertaking shall be on behalf of all Beneficial Owners and shall be limited to a right to obtain specific performance of the County's obligations with respect to continuing disclosure under the Bond Resolution in a federal or state court located within the County, and any failure by the County to comply with the provisions of the undertaking shall not be a default with respect to the Series 2021 Bonds.

## **EMMA**

Under existing law, County filings of continuing disclosure under the County's continuing disclosure undertaking must be made through EMMA. Investors can access EMMA at [www.emma.msrb.org](http://www.emma.msrb.org) and follow the instructions provided on such website to locate filings by the County with respect to the Series 2021 Bonds. While all filings under the Rule must be made through EMMA, filings made by the County prior to July 1, 2009, with respect to its continuing disclosure obligations relating to the Outstanding Bonds cannot be found through EMMA and must be located through the pre-existing MSIRs.

## **RATINGS**

S&P, Moody's and Fitch (each as defined below) have assigned ratings of "\_\_\_" (\_\_\_ outlook), "\_\_\_" (\_\_\_ outlook) and "\_\_\_" (\_\_\_ outlook), respectively, to the Series 2021 Bonds. Such ratings, including any related outlook with respect to potential changes in such rating, reflect only the views of such organizations and are not a recommendation to buy, sell or hold the Series 2021 Bonds. An explanation of the procedures and methodology used by each rating agency and the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: S&P Global Ratings ("S&P"), 55 Water Street, New York, New York 10041; Moody's Investors Service, Inc. ("Moody's"), 7 World Trade Center, 250 Greenwich Street, New York, New York 10007; and Fitch Ratings ("Fitch"), 33 Whitehall Street, New York, New York 10004. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that any such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agencies concerned, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Series 2021 Bonds.

## **INDEPENDENT ACCOUNTANTS**

The financial statements of the Department for the Fiscal Year ended September 30, 2020, included in APPENDIX C were audited by Marcum, LLP, independent certified public accountants. Marcum, LLP (1) has not been engaged to perform, and has not performed since the date of its report on such financial statements, any procedures with respect to such financial statements and (2) has not performed any procedures relating to this Official Statement. The consent of Marcum, LLP for the use of the financial statements herein has not been sought. *See* "APPENDIX C – AUDITED FINANCIAL REPORT OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2020."

## **PENSIONS AND OTHER POSTEMPLOYMENT BENEFITS**

The Department, as an agency of the County, participates in and contributes to the Florida Retirement System. *See* "Note 9 – Pension Plan" in "APPENDIX C – AUDITED FINANCIAL REPORT OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2020." The County also provides health care and non-pension benefits to retired employees eligible to participate in the County's postemployment benefit plan as described in "Note 14 – Postemployment Benefits Other Than Pensions" included in APPENDIX C.

## **FINANCIAL ADVISOR**

Public Resources Advisory Group, St. Petersburg, Florida, is the Financial Advisor to the County with respect to the issuance and sale of the Series 2021 Bonds. The Financial Advisor has assisted the County in the preparation of this Official Statement and has advised the County as to other matters relating to the planning, structuring and issuance of the Series 2021 Bonds. The Financial Advisor is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

Public Resources Advisory Group is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

## UNDERWRITING

\_\_\_\_\_, as representative, and the other underwriters listed on the cover page (collectively, the "Underwriters"), have agreed pursuant to a bond purchase agreement between the County and the Underwriters with respect to the Series 2021 Bonds (the "BPA"), subject to certain conditions, to purchase the Series 2021 Bonds from the County at a purchase price of \$\_\_\_\_\_ (representing the par amount of the Series 2021 Bonds, plus/less net original issue premium/discount of \$\_\_\_\_\_, less an underwriters' discount of \$\_\_\_\_\_ (\_\_\_\_\_% of the principal amount of the Series 2021 Bonds)). The initial public offering prices and yields set forth on the inside cover of this Official Statement may be changed by the Underwriters and the Series 2021 Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2021 Bonds into investment trusts) and others at the prices lower than or yields higher than such public offering yields. The Underwriters reserve the right to over allot or effect transactions that stabilize or maintain the market prices of the Series 2021 Bonds at levels above that which might otherwise prevail in the open market and to discontinue such stabilizing, if commenced, at any time.

The Underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the BPA to be negotiated and entered into in connection with the issuance of the Series 2021 Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Series 2021 Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the Underwriters may have an incentive to recommend to the County a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary unless a larger deal size is deemed by the issuer to be financially beneficial.

Certain of the Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the Underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the County and to persons and entities with relationships with the County, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, certain of the Underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the County (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the County. Certain of the Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments. Such investment and securities activities may involve securities and instruments of the County.

In addition, certain of the Underwriters have entered into distribution agreements with affiliates or other broker-dealers (that have not been designated by the County as Underwriters) for the distribution of the Series 2021 Bonds at the original issue prices. Such agreements generally provide that the relevant Underwriter will share a portion of its underwriting compensation or selling concession with such broker-dealers.

## RELATIONSHIPS OF PARTIES

A number of the firms serving as Bond Counsel, Disclosure Counsel or Underwriters' counsel (1) have represented and may continue to represent one or more of the Underwriters in connection with other transactions in jurisdictions other than the County and (2) represent the County on certain other matters and represent certain other clients in matters adverse to the County.

## **EXPERTS**

The report of the Consulting Engineer to the Department included in APPENDIX A to this Official Statement was prepared by Arcadis, Miami, Florida, and Planning and Economics Group, Inc., Miami, Florida in connection with the Series 2021 Bonds.

## **LEGAL MATTERS**

Certain legal matters incident to the issuance of the Series 2021 Bonds are subject to the legal opinions of Squire Patton Boggs (US) LLP, Miami, Florida, and D. Seaton and Associates, P.A., Miami, Florida, Bond Counsel to the County, copies of whose legal opinions will be delivered with the Series 2021 Bonds. Certain other legal matters will be passed upon for the County by the Office of the Miami-Dade County Attorney. Certain legal matters relating to disclosure will be passed upon for the County by Nabors, Giblin & Nickerson, P.A., Tampa, Florida, and Manual Alonso-Poch, P.A., Miami, Florida, Disclosure Counsel. \_\_\_\_\_, \_\_\_\_\_, Florida, is acting as counsel to the Underwriters solely for the purposes of preparing the bond purchase agreement and any agreements among the Underwriters; they have not been asked to and are not passing on the accuracy or completeness of this Official Statement.

The proposed text of the legal opinions of Bond Counsel is set forth as APPENDIX F to this Official Statement. The proposed text of the legal opinions to be delivered to the County by Disclosure Counsel is set forth as APPENDIX G to this Official Statement. The actual legal opinions to be delivered may vary from the text of APPENDIX F or APPENDIX G, as the case may be, if necessary, to reflect facts and law on the date of delivery of the Series 2021 Bonds.

While Bond Counsel has participated in the preparation of certain portions of this Official Statement, it has not been engaged by the County to confirm or verify, and except as may be set forth in the opinions of Bond Counsel delivered to the Underwriters, expresses and will express no opinion as to the accuracy, completeness or fairness of any statements in this Official Statement, or in any other reports, financial information, offering or disclosure documents or other information pertaining to the County or the Series 2021 Bonds that may be prepared or made available by the County, the Underwriters or others to the Holders of the Series 2021 Bonds or other parties.

The legal opinions of Bond Counsel, Disclosure Counsel and the Office of the Miami-Dade County Attorney are based on existing law, which is subject to change. Such legal opinions are further based on factual representations made to Bond Counsel, Disclosure Counsel and the Office of the Miami-Dade County Attorney as of the date thereof. Bond Counsel, Disclosure Counsel and the Office of the Miami-Dade County Attorney assume no duty to update or supplement their respective opinions to reflect any facts or circumstances, including changes in law, that may thereafter occur or become effective.

The legal opinions to be delivered concurrently with the delivery of the Series 2021 Bonds express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

## **CERTIFICATE CONCERNING THE OFFICIAL STATEMENT**

Concurrently with the delivery of the Series 2021 Bonds, the County will furnish its certificate, executed by the County's Finance Director and the Department's Interim Director to the effect that, to the best of their knowledge, this Official Statement, as of its date and as of the date of delivery of the Series 2021 Bonds, does not contain any untrue statement of material fact and does not omit any material fact that should be included herein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading.

## **MISCELLANEOUS**

References to the Bond Ordinance and certain other contracts, agreements and other materials not purporting to be quoted in full are brief outlines of certain provisions and do not purport to summarize or describe all the provisions of such documents. Reference is hereby made to such documents and other materials for the complete provisions, copies of which will be furnished by the County upon written request.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. Statements in this Official Statement, while not guaranteed, are based upon information which the County believes to be reliable.

The delivery of this Official Statement by the County has been duly authorized by the Board.

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**APPENDIX A**  
**BOND FEASIBILITY REPORT**

**APPENDIX B**

**GENERAL INFORMATION RELATIVE TO  
MIAMI-DADE COUNTY, FLORIDA**

**APPENDIX C**

**AUDITED FINANCIAL REPORT OF THE MIAMI-DADE  
WATER AND SEWER DEPARTMENT FOR  
FISCAL YEAR ENDED SEPTEMBER 30, 2020**

**APPENDIX D**  
**THE BOND ORDINANCE**

**APPENDIX E**  
**SCHEDULE OF WATER AND SEWER RATES**

**APPENDIX F**  
**PROPOSED FORM OF OPINION OF BOND COUNSEL**

**APPENDIX G**

**PROPOSED FORM OF OPINION OF DISCLOSURE COUNSEL**

**APPENDIX H**  
**CONTINUING DISCLOSURE UNDERTAKING**

## APPENDIX I

### BOOK-ENTRY ONLY SYSTEM

The following description of the procedures and record keeping with respect to beneficial ownership interests in the Series 2021 Bonds, payment of interest and principal on the Series 2021 Bonds to Participants or Beneficial Owners of the Series 2021 Bonds, confirmation and transfer of beneficial ownership interest in the Series 2021 Bonds and other related transactions by and between DTC, the Participants and the Beneficial Owners of the Series 2021 Bonds is based solely on information furnished by DTC on its website. Accordingly, the County can make no representations concerning these matters or take any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the Series 2021 Bonds. The Series 2021 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond will be issued for each maturity of the Series 2021 Bonds, each in the aggregate principal amount of such maturity to be issued, as set forth on the inside cover page of this Official Statement, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P Global Ratings, a division of S&P Global Inc., rating of AA+. The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

Purchases of Series 2021 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2021 Bonds on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2021 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bond certificates representing their ownership interests in the Series 2021 Bonds, except in the event that use of the book-entry system for the Series 2021 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2021 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2021 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2021 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2021 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2021 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2021 Bonds, such as redemptions, defaults, and proposed amendments to the Bond Resolution. For example, Beneficial Owners of the Series 2021 Bonds may wish to ascertain that the nominee holding the Series 2021 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent by the Registrar and Paying Agent to DTC. If less than all of the Series 2021 Bonds within a particular maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2021 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2021 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption premium, if any, and interest payments on the Series 2021 Bonds will be made to Cede & Co., or to such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the County or the Registrar and Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct Participants or Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, nor its nominee, the Registrar and Paying Agent, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption premium and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County or the Registrar and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

**NEITHER THE COUNTY NOR THE REGISTRAR AND PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT OR INDIRECT PARTICIPANT OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE SERIES 2021 BONDS IN RESPECT OF THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT, THE PAYMENT BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT OF ANY AMOUNT IN RESPECT OF THE PRINCIPAL OR INTEREST ON THE SERIES 2021 BONDS, ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO BONDHOLDERS UNDER THE BOND RESOLUTION OR ANY CONSENT GIVEN OR ACTION TAKEN BY DTC, AS BONDHOLDER. SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF SUCH SERIES 2021 BONDS, AS NOMINEE OF DTC, THE BENEFICIAL OWNERS WILL NOT RECEIVE PHYSICAL CERTIFICATES REPRESENTING THEIR INTERESTS IN THE SERIES 2021 BONDS, AND REFERENCES HEREIN TO BONDHOLDERS OR REGISTERED HOLDERS OF SUCH SERIES 2021 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF SUCH SERIES 2021 BONDS.**

#### **Discontinuance of Book-Entry Only System**

In the event the County determines that it is in the best interest of the Beneficial Owners to obtain Series 2021 Bond certificates, the County may notify DTC and the Registrar and Paying Agent, whereupon DTC will notify the DTC Participants, of the availability through DTC of Series 2021 Bond certificates. In such event, the County shall prepare and execute, and the Registrar and Paying Agent shall authenticate, transfer and exchange, Series 2021 Bond certificates as requested by DTC in appropriate amounts and within the guidelines set forth in the Bond Ordinance. DTC may also determine to discontinue providing its services with respect to the Series 2021 Bonds at any time by giving written notice to the County and the Registrar and Paying Agent and discharging its responsibilities

with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the County and the Registrar and Paying Agent shall be obligated to deliver Series 2021 Bond certificates as described herein. In the event Series 2021 Bond certificates are issued, the provisions of the Bond Ordinance shall apply to, among other things, the transfer and exchange of such certificate and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the Registrar and Paying Agent to do so, the County will direct the Registrar and Paying Agent to cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Series 2021 Bonds to any DTC Participant having Series 2021 Bonds credited to its DTC account; or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Series 2021 Bonds.

#### **Registration, Transfer and Exchange**

In the event of discontinuance of the book-entry only system, the Series 2021 Bonds will be subject to transfer and exchange as described below. The County shall cause the Registrar and Paying Agent to be kept at the designated corporate trust office of the Registrar and Paying Agent. Upon surrender for transfer of any Series 2021 Bonds at the designated corporate trust office of the Registrar and Paying Agent, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Registrar and Paying Agent and duly executed by, the registered owner or the attorney of such owner duly authorized in writing with signature guaranteed by a member firm of STAMP, SEMP or MSP signature guaranty medallion program, the County shall execute and the Registrar and Paying Agent shall authenticate, date and deliver in the name of the transferees a new Series 2021 Bond or Series 2021 Bonds of the same maturity, and authorized denominations, for the same aggregate principal amount and of like tenor. Any Series 2021 Bond may be exchanged at the office of the Registrar and Paying Agent for the same aggregate principal amount of such Series 2021 Bonds and of like tenor. The execution by the County of any Series 2021 Bonds shall constitute full and due authorization of such Series 2021 Bonds and the Registrar and Paying Agent shall thereby be authorized to authenticate, deliver and date such Series 2021 Bonds.

The County and the Registrar and Paying Agent shall deem and treat the registered owner of any Series 2021 Bond as the absolute owner of such Series 2021 Bond for the purpose of receiving payment of or on account of principal of such Series 2021 Bond and premium, if any, thereon and interest due thereon and for all other purposes.

12:41 pm, 03/10/2021

CLERK OF THE BOARD

# Memorandum



**Date:** March 10, 2021

**To:** Melissa Adames, Director, Clerk of the Board Division

**From:** Arlesa Wood  
Division of Bond Administration

*On behalf of Arlesa Wood*

**Subject:** Filing of Certain Documents relating to the BCC meeting of March 16, 2021– Agenda Item 5(D)

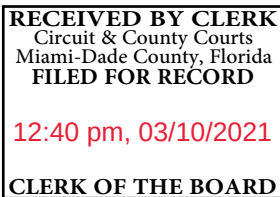
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Attached please find Exhibit C to the resolution submitted in connection with the proposed issuance of Miami-Dade County, Water and Sewer Revenue Bonds on the Board of County Commissioners Agenda for March 16, 2021 listed as Agenda Item 5(D). Please file the attached Exhibit C for the record.

If you have any questions please give me a call on extension #5147.

Attachments (1):

| <u>Exhibit</u> | <u>Description</u>      |
|----------------|-------------------------|
| C              | Bond Purchase Agreement |



\$ \_\_\_\_\_  
**MIAMI-DADE COUNTY, FLORIDA**  
**WATER AND SEWER SYSTEM REVENUE BONDS,**  
**SERIES 2021**

**BOND PURCHASE AGREEMENT**

April \_\_, 2021

Board of County Commissioners of  
Miami-Dade County, Florida  
111 Northwest First Street  
Miami, Florida 33128-1995

Ladies and Gentlemen:

BofA Securities, Inc. (the "Senior Manager"), acting on behalf of itself, UMB Financial Corporation and Rice Securities, LLC (collectively, the "Co-Senior Managers"), and Loop Capital Markets, LLC, Morgan Stanley & Co. LLC, PNC Capital Markets LLC, Stern Brothers & Co. and Stifel, Nicolaus & Company, Incorporated (collectively, the "Co-Managers" and, together with the Senior Manager and the Co-Senior Managers, the "Underwriters"), offers to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement") with Miami-Dade County, Florida (the "County"), which, upon acceptance of this offer by the County, will be binding upon the County and the Underwriters. This offer is made subject to acceptance by the County by execution of this Bond Purchase Agreement prior to 5:00 p.m. New York City time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice by the Senior Manager to the County at any time prior to its acceptance by the County.

The Senior Manager represents that it is authorized on behalf of itself and the other Underwriters to enter into this Bond Purchase Agreement and to take any other actions that may be required on behalf of the other Underwriters.

All capitalized terms not otherwise defined in this Bond Purchase Agreement shall have the same meanings as set forth in the Bond Ordinance or the Official Statement (as such terms are hereinafter defined).

1. Purchase and Sale of the Series 2021 Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and covenants set forth in this Bond Purchase Agreement, the Underwriters, jointly and severally, agree to purchase from the County, and the County agrees to sell to the Underwriters on the Closing Date (as defined in this Bond Purchase Agreement), all but not less

than all of the \$\_\_\_\_\_ aggregate principal amount of the Miami-Dade County, Florida Water and Sewer System Revenue Bonds, Series 2021 (the "Series 2021 Bonds") at the aggregate purchase price of \$\_\_\_\_\_ (representing the aggregate principal amount of the Series 2021 Bonds of \$\_\_\_\_\_ plus a net original issue premium of \$\_\_\_\_\_ and less Underwriters' discount of \$\_\_\_\_\_). The Series 2021 Bonds shall be dated the date of delivery, bear interest at the rates, be sold to the public at the prices, and mature on the dates, and be subject to redemption all as set forth on attached Schedule I to this Bond Purchase Agreement. The Series 2021 Bonds shall be more fully described in the Preliminary Official Statement, dated April \_\_, 2021, relating to the Series 2021 Bonds (the "Preliminary Official Statement"). Such Preliminary Official Statement as amended to delete preliminary language and reflect the final terms of the Series 2021 Bonds (as amended and supplemented prior to the Closing with such changes as shall be approved by the County Mayor or County Mayor's designee) is herein referred to as the "Official Statement."

(b) The Underwriters intend to make an initial bona fide public offering of the Series 2021 Bonds, solely pursuant to the Official Statement, at prices not in excess of the initial offering prices or yields not lower than the yields set forth in the Official Statement, reserving, however, the right to change such initial offering prices or yields after the initial public offering as the Senior Manager shall deem necessary in connection with the marketing of the Series 2021 Bonds and to offer and sell the Series 2021 Bonds to certain dealers (including dealers depositing the Series 2021 Bonds into investment trusts) at concessions to be determined by the Senior Manager.

(c) The Series 2021 Bonds shall be issued pursuant to the provisions of the Constitution of the State of Florida, the Home Rule Amendment and Charter of Miami-Dade County, Florida, as amended, Chapter 125 and Chapter 166, Florida Statutes, as amended, the Code of Miami-Dade County, Florida, as amended and other applicable provisions of law (collectively, the "Act") and Ordinance No. 93-134 enacted by the Board of County Commissioners of the County (the "Board") on November 16, 1993 (the "Original Ordinance"), as amended by Ordinance No. 13-47 enacted by the Board on June 4, 2013 (the "2013 Ordinance"; the Original Ordinance as amended by the 2013 Ordinance, the "Master Ordinance"), the 2013 Ordinance and Resolution No. R-\_\_\_\_-21 adopted by the Board on March 16, 2021 (the "Series 2021 Resolution" and, together with the Master Ordinance and the 2013 Ordinance, the "Bond Ordinance"). The Underwriters, through the Senior Manager, have delivered to the County a disclosure letter containing the information required by Section 218.385, Florida Statutes, which letter is attached as Schedule II hereto.

(d) The proceeds of the Series 2021 Bonds, together with any other available funds of the Miami-Dade Water and Sewer Department (the "Department"), will be used to: (i) [refund all of the outstanding Miami-Dade County, Florida Water and Sewer System Commercial Paper Notes, Series \_-1 (Tax-Exempt) (the "Refunded CP Notes");] (ii) pay costs of the Series 2021 Project; (iii) make a deposit to the Reserve Account; and (iv) pay the costs of issuance of the Series 2021 Bonds.

(e) The County authorizes the Underwriters to use and distribute copies of the Official Statement and a copy of the Bond Ordinance in connection with the public offering and sale of the Series 2021 Bonds.

(f) The County consents to and ratifies the use by the Underwriters of the Preliminary Official Statement and a copy of the Bond Ordinance for the purposes of marketing the Series 2021 Bonds in connection with the original public offer, sale and distribution of the Series 2021 Bonds by the Underwriters. The County hereby represents and warrants that the Preliminary Official Statement was deemed final by the County as of its date, except for the omission of such information which is dependent upon the final pricing of the Series 2021 Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 ("Rule 15c2-12"). The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the Municipal Securities Rulemaking Board (the "MSRB") and as may be agreed by the County and the Senior Manager. The County hereby agrees to provide an electronic copy of the Official Statement to the Underwriters.

(g) The Official Statement shall be provided for distribution, at the expense of the County, in such quantity as may be requested by the Underwriters no later than the earlier of (i) seven (7) business days after the date of this Bond Purchase Agreement or (ii) one (1) business day prior to the Closing Date, in order to permit the Underwriters to comply with Rule 15c2-12 of the United States Securities and Exchange Commission ("SEC") and the applicable rules of the MSRB, with respect to distribution of the Official Statement. The County shall prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the MSRB's Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official Statement to the Underwriters no later than one (1) business day prior to the Closing Date to enable the Underwriters to comply with MSRB Rule G-32.

(h) The County agrees to deliver to the Underwriters such reasonable quantities of the Bond Ordinance as the Underwriters may request for use in connection with the offering and sale of the Series 2021 Bonds. On or before the Closing Date, the Senior Manager shall file or cause to be filed, the Official Statement with the MSRB via its Electronic Municipal Market Access system.

## 2. Establishment of Issue Price.

(a) The Senior Manager, on behalf of the Underwriters, agrees to assist the County in establishing the issue price of the Series 2021 Bonds and shall execute and deliver to the County at Closing an "issue price" or similar certificate substantially in the form attached hereto as Exhibit "C", together with the supporting pricing wires or equivalent communications, with modifications to such certificate as may be deemed appropriate or necessary, in the reasonable judgment of the Senior Manager, the County and Squire Patton Boggs (US) LLP and D. Seaton and Associates, P.A. (collectively, "Bond Counsel"), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to

the public of the Series 2021 Bonds. All actions to be taken by the County under this section to establish the issue price of the Series 2021 Bonds may be taken on behalf of the County by the County's municipal advisor, Public Resources Advisory Group, and any notice or report to be provided to the County may be provided to the County's municipal advisor.

(b) The County represents that it will treat the first price at which 10% of each maturity of the Series 2021 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). [Except for the maturities set forth in Schedule [ ] attached hereto,] the County represents that it will treat the first price at which 10% of each maturity of the Series 2021 Bonds (the "10% Test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test). [If, as of the date hereof, the 10% Test has not been satisfied as to any maturity of the Series 2021 Bonds for which the County has elected to utilize the 10% Test, the Senior Manager agrees to promptly report to the County the prices at which Series 2021 Bonds of that maturity or maturities have been sold by the Underwriters to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% Test has been satisfied as to the Series 2021 Bonds of that maturity or maturities or the Closing Date.]]

(c) The Senior Manager confirms that the Underwriters have offered the Series 2021 Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the Official Statement. [Schedule [ ] also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2021 Bonds for which the 10% Test has not been satisfied and for which the County and the Senior Manager, on behalf of the Underwriters, agrees that the restrictions set forth in the next sentence shall apply (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2021 Bonds, the Underwriters will neither offer nor sell unsold Series 2021 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2021 Bonds to the public at a price that is no higher than the initial offering price to the public.]

(d) [The Senior Manager confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Senior Manager is a party) relating to the initial sale of the Series 2021 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of

the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Series 2021 Bonds of each maturity allocated to it until either all Series 2021 Bonds of that maturity allocated to it have been sold or it is notified by the Senior Manager that the 10% Test has been satisfied as to the Series 2021 Bonds of that maturity and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Senior Manager and as set forth in the related pricing wires, and

(B) to promptly notify the Senior Manager of any sales of Series 2021 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2021 Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the Senior Manager shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters and any selling group agreement relating to the initial sale of the Series 2021 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2021 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2021 Bonds of each maturity allocated to it until either all Series 2021 Bonds of that maturity allocated to it have been sold or it is notified by the Senior Manager or such underwriter that the 10% Test has been satisfied as to the Series 2021 Bonds of that maturity and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Senior Manager or the underwriter and as set forth in the related pricing wires.

The County acknowledges that, in making the representations set forth in this section, the Senior Manager will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Series 2021 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2021 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2021 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2021 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2021 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2021 Bonds to the public, the agreement of each broker-dealer that is a party

to such agreement to comply with the requirements for establishing issue price of the Series 2021 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement to comply with its agreement regarding the requirements for establishing issue price of the Series 2021 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2021 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2021 Bonds.]

(e) The Underwriters acknowledge that sales of any Series 2021 Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2021 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2021 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2021 Bonds to the public),

(iii) a purchaser of any of the Series 2021 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

3. Events Requiring Disclosure. If, after the date of this Bond Purchase Agreement and prior to the End of the Underwriting Period (as defined in Section 6.(x)(i) below), any event shall occur which would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the County shall notify the Underwriters thereof, and, if in the reasonable opinion of Disclosure Counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County will at its own expense forthwith prepare and furnish to the Underwriters a sufficient number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriters) which will supplement or amend the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading.

4. Good Faith Deposit. In connection with the execution of this Bond Purchase Agreement, the Senior Manager, on behalf of the Underwriters, has delivered to the County a wire transfer credited to the order of the County in immediately available federal funds in the aggregate amount of 2% of the principal amount of Series 2021 Bonds shown in the Preliminary Official Statement or \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Good Faith Deposit"), which is being delivered to the County on account of the purchase price of the Series 2021 Bonds and as security for the performance by the Underwriters of their obligation to accept and to pay for the Series 2021 Bonds. If the County does not accept this offer, the Good Faith Deposit shall be immediately returned to the Senior Manager by wire transfer credited to the order of the Senior Manager in the amount of the Good Faith Deposit, in federal funds to the Senior Manager. In the event the Closing takes place, the amount of the Good Faith Deposit shall be credited against the purchase price of the Series 2021 Bonds pursuant to Section 5. In the event of the County's failure to deliver the Series 2021 Bonds at the Closing, or if the County shall be unable at or prior to the Closing to satisfy the conditions to the obligations of the Underwriters contained in this Bond Purchase Agreement (unless such conditions are waived by the Senior Manager), or if the obligations of the Underwriters shall be terminated for any reason permitted by this Bond Purchase Agreement, the County shall immediately wire to the Senior Manager in federal funds the Good Faith Deposit without interest, and such wire shall constitute a full release and discharge of all claims by the Underwriters against the County arising out of the transactions contemplated by this Bond Purchase Agreement. In the event that the Underwriters fail other than for a reason permitted under this Bond Purchase Agreement to accept and pay for the Series 2021 Bonds upon their tender by the County at the Closing, the amount of the Good Faith Deposit shall be retained by the County and such retention shall represent full liquidated damages and not a penalty, for such failure and for any and all defaults on the part of the Underwriters and the retention of such funds shall constitute a full release and discharge of all claims, rights and damages for such failure and for any and all such defaults. It is understood by both the County and the Underwriters that actual damages in the circumstances as described in the preceding sentence may be difficult or impossible to compute;

therefore, the funds represented by the Good Faith Deposit are a reasonable estimate of the liquidated damages in this type of situation.

5. Closing. The Closing will occur before 1:00 p.m., Eastern Time, on April \_\_, 2021 or at such other time or on such earlier or later date as shall have been mutually agreed upon by the County and the Senior Manager. Prior to the Closing, the County shall deliver the Series 2021 Bonds in definitive form to the Underwriters, through the facilities of The Depository Trust Company ("DTC") utilizing the DTC Fast system of registration, bearing CUSIP numbers and duly executed and authenticated. The County has provided DTC with its blanket issuer letter of representations. The Senior Manager, on behalf of the Underwriters, will accept such delivery and pay the purchase price of the Series 2021 Bonds less the amount of the Good Faith Deposit by delivering to the County or, at the written direction of the County, to Bank of New York Mellon Trust Company, N.A. (the "Paying Agent and Registrar"), a wire transfer credited to the order of the County in immediately available federal funds. Payment for and delivery of the Series 2021 Bonds shall be made at such place as the County may designate in writing pursuant to the Series 2021 Resolution. Such payment and delivery is called the "Closing" and the date of the Closing is called the "Closing Date."

6. Representations, Warranties, and Covenants of the County. The County, by its acceptance of this Bond Purchase Agreement, represents, warrants and covenants to each of the Underwriters as of the date of this Bond Purchase Agreement that:

(a) The County is, and will be on the Closing Date, a political subdivision of the State of Florida (the "State") duly created and validly existing under the Constitution and laws of the State;

(b) The Board has full legal right, power and authority to: (i) enact and adopt, as applicable, the Bond Ordinance; (ii) execute and deliver this Bond Purchase Agreement, and the Registrar and Paying Agent Agreement between the County and the Paying Agent and Registrar (the "Paying Agent Agreement") and deliver the Official Statement; (iii) issue, sell, execute and deliver the Series 2021 Bonds to the Underwriters, as provided in this Bond Purchase Agreement; (iv) secure the Series 2021 Bonds in the manner contemplated by the Bond Ordinance; and (v) carry out and consummate all other transactions contemplated by the preceding documents and instruments; provided, however, that no representation is made by the County concerning compliance with the federal securities laws or the state securities or Blue Sky laws or the legality of the Series 2021 Bonds for investment under the laws of the various states;

(c) The Board has duly enacted the Master Ordinance and adopted the Series 2021 Resolution and has duly authorized or ratified: (i) the execution, delivery and performance of this Bond Purchase Agreement, the Paying Agent Agreement and the issuance, sale, execution and delivery of the Series 2021 Bonds; (ii) the delivery and distribution of the Preliminary Official Statement and the use, distribution and delivery of the Official Statement; and (iii) the taking of any and all such action as may be required on the part of the County to carry out, give

effect to and consummate the transactions contemplated by the preceding documents and instruments; provided, however, that no representation is made by the County concerning compliance with the federal securities laws or securities or Blue Sky laws or the legality of the Series 2021 Bonds for investment under the laws of the various states;

(d) This Bond Purchase Agreement and the Paying Agent Agreement, when executed and delivered by the parties, will, and the Bond Ordinance does, constitute the legal, valid and binding obligations of the County enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally or subject to the exercise of the State's police power and to judicial discretion in appropriate cases, and the Bond Ordinance and the Paying Agent Agreement to be delivered (or the form thereof provided) at Closing to the Underwriters will be true and correct copies of the originals thereof;

(e) The County has complied, or will at Closing be in compliance, in all material respects with the Bond Ordinance and the Paying Agent Agreement;

(f) When paid for by the Underwriters at Closing in accordance with the provisions of this Bond Purchase Agreement, and when authenticated by the Paying Agent and Registrar, the Series 2021 Bonds will be duly authorized, executed, issued and delivered and will constitute legal, valid and binding obligations of the County enforceable in accordance with their terms and the terms of the Bond Ordinance, except as may be limited by bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally or subject to the exercise of the State's police power and to judicial discretion in appropriate cases;

(g) The Master Ordinance creates a valid pledge of and lien on the Net Operating Revenues of the County's water and wastewater utility system (the "Pledged Revenues") to the extent set forth in the Master Ordinance, on a parity basis with certain Bonds Outstanding and any future Bonds issued under the Master Ordinance;

(h) At Closing, all approvals, consents and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the Series 2021 Bonds or the execution and delivery of or the performance by the County of its obligations under this Bond Purchase Agreement, the Paying Agent Agreement, the Series 2021 Bonds or the Bond Ordinance will have been obtained or made and any consents, approvals and orders so received or filings so made will be in full force and effect; provided, however, that no representation is made by the County concerning compliance with the federal securities laws or the securities or Blue Sky laws of the various states or the legality of the Series 2021 Bonds for investment under the laws of the various states;

(i) Except as may be described in the Official Statement, the County is not in breach of or in default under any applicable law or administrative regulation of the State or the United States of America relating to the County, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to

which the County is a party or is otherwise subject, the consequence of which or the correction of which would materially and adversely affect the operations of the Utility; and the execution and delivery of this Bond Purchase Agreement, the Series 2021 Bonds, and the Paying Agent Agreement and the enactment and adoption, as applicable, of the Bond Ordinance and compliance with the provisions of each of such agreements or instruments do not and will not conflict with or constitute a material breach or violation of or material default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the County is a party or is otherwise subject;

(j) Except as may be disclosed in the Official Statement, the enactment or adoption, as applicable, by the Board and performance by the County of the Bond Ordinance and the authorization, execution, delivery and performance of its obligations under this Bond Purchase Agreement, the Paying Agent Agreement and the Series 2021 Bonds, and any other agreement or instrument to which the County is a party, used or contemplated for use in consummation of the transactions contemplated by this Bond Purchase Agreement or by the Official Statement, and, to the best of the County's knowledge, compliance with the provisions of each such instrument, do not and will not conflict in any material respect with, or constitute or result in: (i) a violation of the Constitution of the State, or any existing law, administrative regulation, rule, decree or order, state or federal, or the Charter or the Code of Miami-Dade County, Florida as amended; or (ii) a breach of or default under a material provision of any agreement, indenture, mortgage, lease, note or other instrument to which the County, or its properties or any of the officers of the County as such is subject; or (iii) the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the revenues, credit, property or assets of the County under the terms of the Constitution of the State or any law, instrument or agreement;

(k) The financial statements and other historical financial and statistical information contained in the Official Statement fairly represent the financial position and results of operations of the Department as of the dates and for the periods set forth in such financial statements and statistical information, and the financial statements have been prepared in accordance with generally accepted accounting principles applied consistently, except for the changes in accounting principles noted therein, if any;

(l) Except as otherwise described in the Official Statement, there has not been any material adverse change since September 30, 2020 in the results of operations or financial condition of the Department or in the physical condition of the Utility, other than changes in the ordinary course of business or in the normal operation of the Utility;

(m) Between the time of the execution of this Bond Purchase Agreement by the County and the Closing, the County will not execute or issue any bonds or notes secured by Pledged Revenues superior to or on a parity with the Series 2021 Bonds or the Bonds Outstanding, without the written consent of the Senior Manager;

(n) The County will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters, at the Underwriters' expense, as the Senior Manager may reasonably request to qualify the Series 2021 Bonds for offer and sale and to determine the eligibility of the Series 2021 Bonds for investment under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Senior Manager may designate, provided that the County shall not be required to file a general consent to service of process or qualify to do business in any jurisdiction or become subject to service of process in any jurisdiction in which the County is not now subject to such service. It is understood that the County is not responsible for compliance with or the consequences of failure to comply with applicable Blue Sky or other state securities laws and regulations or the legality of the Series 2021 Bonds for investment under the laws of the various states;

(o) To the best of the County's knowledge and belief, other than as described in the Official Statement, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body pending, or, to the best knowledge of the County, threatened against or affecting the County: (i) to restrain or enjoin the issuance or delivery of any of the Series 2021 Bonds or the collection of the Pledged Revenues; (ii) in any way contesting or affecting: (1) the authority for the issuance of the Series 2021 Bonds; (2) the validity or enforceability of the Series 2021 Bonds, the Bond Ordinance, the Paying Agent Agreement and this Bond Purchase Agreement; or (3) the power of the Board to enact and adopt, as applicable, the Bond Ordinance and to execute and deliver the Series 2021 Bonds, the Paying Agent Agreement and this Bond Purchase Agreement, and to consummate the transactions relating to the County contemplated by the Bond Ordinance and this Bond Purchase Agreement; (iii) in any way contesting the existence or powers of the County or the Board or the title to office of any member of the Board; or (iv) in any way contesting the completeness, accuracy or fairness of the Official Statement;

(p) The County will not knowingly take or omit to take any action, which action or omission would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2021 Bonds under the Internal Revenue Code of 1986, as amended;

(q) To the best of the County's knowledge, since December 31, 1975, the County has not been in default in the payment of principal or interest on, any direct County indebtedness or other obligations in the nature of direct County indebtedness which it has issued, assumed or guaranteed as to payment of principal or interest, and the County has not entered into any contract or arrangement of any kind which might give rise to a senior lien or encumbrances on the Pledged Revenues or other assets, properties, funds or interests, if any, pledged pursuant to the Bond Ordinance, other than as described in the Official Statement;

(r) Any certificate signed by any official of the County and delivered to the Underwriters in connection with the issuance, sale and delivery of the Series 2021 Bonds shall

be deemed to be a representation and warranty by the County to each of the Underwriters as to the statements made in such certificate;

(s) The description of the Series 2021 Bonds in the Official Statement conforms in all material respects to the Series 2021 Bonds;

(t) The County will apply the proceeds of the Series 2021 Bonds in accordance with the Series 2021 Resolution and as contemplated by the Official Statement;

(u) Neither the County nor anyone authorized to act on its behalf, directly or indirectly, has offered the Series 2021 Bonds for sale to, or solicited any offer to buy the Series 2021 Bonds from, anyone other than the Underwriters;

(v) All proceedings of the Board relating to the enactment and adoption, as applicable, of the Bond Ordinance, the approval of the Paying Agent Agreement, this Bond Purchase Agreement and the Official Statement, and the approval and authorization of the issuance and sale of the Series 2021 Bonds were, or will be prior to Closing, conducted at duly convened meetings of the Board with respect to which all required notices were duly given to the public at which quorums were at all material times present and no authority or proceeding for the issuance of the Series 2021 Bonds has been or will be repealed, rescinded, or revoked;

(w) The County acknowledges and agrees that (i) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the County and the Underwriters, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the County, (iii) the Underwriters have not assumed (individually or collectively) any advisory or fiduciary responsibility in favor of the County with respect to the offering contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether any Underwriter or any affiliate of an Underwriter has provided other services or are currently providing other services to the County on other matters) and the Underwriters have no obligation to the County with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the County has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate, and (v) the Underwriters have financial and other interests that differ from those of the County;

(x) (i) For the purposes of this Bond Purchase Agreement, the term "End of the Underwriting Period" shall mean the later of (1) the Closing, or (2) upon notice as described in subsection (aa) below, the time at which the Underwriters do not retain an unsold balance of the Series 2021 Bonds for sale to the public;

(ii) The Preliminary Official Statement and the Official Statement and any amendments or supplements to each (including any financial and statistical data

included in each) will at all times prior to and including the Closing Date and prior to the End of the Underwriting Period be true, correct and complete in all material respects and will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances in which they were made, not misleading, subject to omissions permitted from the Preliminary Official Statement as provided in the Rule;

(y) Prior to the execution of this Bond Purchase Agreement, the County delivered to the Underwriters copies of the Preliminary Official Statement which the County deemed final for purposes of the Rule as of the date of the Preliminary Official Statement, except for the omission of no more than the following information: the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings, insurers and other terms of the Series 2021 Bonds depending on such matters;

(z) If the Official Statement is supplemented or amended pursuant to Section 3 of this Bond Purchase Agreement, or otherwise by the County, at the time of each supplement or amendment to the Official Statement and (unless subsequently again supplemented or amended pursuant to Section 3 of this Bond Purchase Agreement) at all times prior to the End of the Underwriting Period, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(aa) Unless otherwise notified in writing by the Underwriters on or prior to the Closing Date, the End of the Underwriting Period for the Series 2021 Bonds for all purposes of Section 3 above and Section 6.(x)(i) above, is the Closing Date. In the event such notice is given in writing by the Underwriters, the Underwriters agree to notify the County in writing following the occurrence of the End of the Underwriting Period for the Series 2021 Bonds, provided that such period shall not extend beyond twenty-five (25) days following the Closing Date;

(bb) The County will comply with the continuing disclosure commitment set out in the Series 2021 Resolution including: (i) certain annual financial information and operating data (the "Annual Information") for the period specified in the Series 2021 Resolution; (ii) timely notice of the occurrence of certain events with respect to the Series 2021 Bonds; and (iii) timely notice of the County's inability to provide the Annual Information on or before the date specified in the Series 2021 Resolution;

(cc) Except as expressly disclosed in the Preliminary Official Statement, the County has complied in all material respects with any and all continuing disclosure commitments heretofore made by the County for the past five years and will comply all material respects in the future with such commitments in accordance with and pursuant to Rule 15c2-12; and

(dd) Within a reasonable period after Closing, the Underwriters shall receive two (2) transcripts of the proceedings (hard copy or CD) relating to the authorization and issuance of the Series 2021 Bonds that shall include certified or executed copies of the Bond Ordinance and this Bond Purchase Agreement.

7. Conditions of Closing. The Underwriters have entered into this Bond Purchase Agreement in reliance on the representations, warranties and covenants of the County. The obligations of the Underwriters shall be subject to the performance by the County of its obligations to be performed at or prior to Closing, to the accuracy of and compliance with the representations, warranties and covenants of the County, in each such case as of the time of delivery of this Bond Purchase Agreement and as of Closing, and are also subject, in the discretion of the Senior Manager, to the following further conditions:

(a) At Closing: (i) the Bond Ordinance shall be in full force and effect and shall not have been repealed or amended in any material way since the date of this Bond Purchase Agreement unless agreed to by the Senior Manager; (ii) this Bond Purchase Agreement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Senior Manager and the County; (iii) the County shall have taken all action and performed all of its obligations as shall, in the opinions of Bond Counsel and Nabors, Giblin & Nickerson, P.A., Tampa, Florida and Manuel Alonso-Poch, P.A., Miami, Florida (collectively, "Disclosure Counsel") or Moskowitz, Mandell, Salim & Simowitz, P.A., Fort Lauderdale, Florida ("Counsel to the Underwriters"), be necessary in connection with the transactions contemplated by the Bond Ordinance, the Series 2021 Bonds and this Bond Purchase Agreement; (iv) the Series 2021 Bonds shall have been duly authorized, executed and delivered; and (v) the Official Statement shall not have been amended, modified or supplemented, except as provided in Section 3 of this Bond Purchase Agreement;

(b) At or prior to the Closing Date, the Underwriters shall have received the following:

(i) The opinion of the Office of the Miami-Dade County Attorney, dated the Closing Date, substantially in the form attached as Exhibit "A" to this Bond Purchase Agreement;

(ii) The final approving opinions of Bond Counsel, dated the Closing Date, in substantially the form attached to the Official Statement as Appendix F;

(iii) The opinion of Counsel to the Underwriters covering such matters as the Senior Manager may reasonably request;

(iv) The supplemental opinions of Bond Counsel, dated the Closing Date, substantially in the form attached as Exhibit "B" to this Bond Purchase Agreement;

(v) A reliance letter, addressed to the Underwriters, dated the Closing Date, with respect to the opinion of Disclosure Counsel, which opinion of Disclosure Counsel shall be substantially in the form attached to the Official Statement as Appendix G.

(c) At Closing, the Underwriters shall receive a certificate, dated the Closing Date, signed by the County Mayor, a Deputy Clerk of the County and the Department Director, to the effect that, to the best of their knowledge, information and belief: (i) the representations and warranties of the County contained in this Bond Purchase Agreement are true and correct in all material respects as of the Closing Date as if made on the Closing Date and (ii) the County has performed all obligations to be performed under this Bond Purchase Agreement as of the Closing Date;

(d) At Closing, the Underwriters shall receive copies of the Bond Ordinance, certified by the Ex-Officio Clerk or Deputy Clerk of the Board as a true and correct copy of the original, as currently in full force and effect and as not having been otherwise amended since their adoption, except as provided in this Bond Purchase Agreement;

(e) At Closing, the Underwriters shall receive letters from S&P Global Ratings ("S&P"), Moody's Investor's Service ("Moody's") and Fitch Ratings ("Fitch") confirming the underlying ratings on the Series 2021 Bonds of "\_\_\_" (\_\_\_ outlook), "\_\_\_" (\_\_\_ outlook) and "\_\_\_" (\_\_\_ outlook), respectively. All such ratings are in effect on the Closing Date and there shall have not occurred or any public notice shall have been given of any intended review, downgrading, suspension, withdrawal or negative change in credit watch status by S&P, Moody's or Fitch with respect to the Series 2021 Bonds;

(f) At Closing, the Underwriters shall receive a certification from the Paying Agent and Registrar, dated the Closing Date and addressed to the Underwriters, Bond Counsel and the County to the effect that: (i) the Paying Agent and Registrar is a banking corporation, duly organized and validly existing under the laws of the United States of America or the state of their incorporation and authorized to do business in the State, as the case may be; (ii) the Paying Agent and Registrar has duly accepted its duties under the Bond Ordinance; and (iii) the Paying Agent and Registrar has taken all necessary corporate action required to act in its role as Paying Agent and Registrar under the Bond Ordinance and to perform its duties under such documents;

(g) At Closing, the Underwriters shall receive a copy of the audited financial statements of the Department as of and for the year ended September 30, 2020 and the Report of Independent Auditors therein of Marcum LLP;

(h) At Closing, the Underwriters shall receive the letter of Arcadis U.S., Inc. (the "Consulting Engineer") addressed to the County and the Underwriters, dated the Closing Date, substantially to the effect that the Bond Feasibility Report attached to the Official Statement as Appendix A does not contain an untrue statement of a material fact or omit to state a material

fact required or necessary to be stated in the Bond Feasibility Report in order to make the statements made in such Bond Feasibility Report, in light of the circumstances under which they were made, not misleading, and that the Consulting Engineer consents to the inclusion of the Bond Feasibility Report in the Official Statement;

(i) At Closing, the Underwriters shall receive such additional legal opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the exclusion from gross income, for federal income tax purposes, of the interest on the Series 2021 Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel) and other evidence as the Senior Manager, Bond Counsel, or Counsel to the Underwriters may reasonably deem necessary, provided such additional legal opinions, certificates and other evidence are requested by the Senior Manager at least one (1) business day before Closing; and

(j) At Closing, the Underwriters shall receive two (2) copies of the Official Statement.

The foregoing opinions, certificates and other evidence shall be in form and substance reasonably satisfactory to the Senior Manager, including but not limited to, any certifications contained in any omnibus certificate delivered by the County in connection with the Closing.

If the County shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Bond Purchase Agreement, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriters nor the County shall be under any further obligation or liability to the other, except as provided in Section 9 and except that the Good Faith Deposit shall be returned to the Senior Manager by the County as provided in Section 4.

8. Termination of Bond Purchase Agreement. The Senior Manager may terminate this Bond Purchase Agreement, in its absolute discretion, without liability, by written notification to the County, if at any time subsequent to the date of this Bond Purchase Agreement and prior to the Closing:

(a) The marketability of the Series 2021 Bonds, in the reasonable opinion of the Senior Manager, has been materially adversely affected by an amendment to the Constitution of the United States of America or by any legislation (other than any actions taken or proposed by either House of Congress on or prior to the date of this Bond Purchase Agreement): (i) enacted or adopted by the United States of America; (ii) recommended to the Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States of America, the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, the Treasury Department of the United States of America or the Internal Revenue Service; or (iii) favorably reported out of the appropriate Committee for

passage to either House of the Congress by any full Committee of such House to which such legislation has been referred for consideration, or by any decision of any court of the United States of America or by any order, rule or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or any other authority or regulatory body of the United States of America, or by a release or announcement or communication issued or sent by the Treasury Department or the Internal Revenue Service of the United States of America, or any comparable legislative, judicial or administrative development adversely affecting the federal tax status of the County, its property or income, obligations of the general character of the Series 2021 Bonds, or any tax exemption of the Series 2021 Bonds; or

(b) Any legislation, rule, or regulation shall be introduced in, or be enacted or adopted by any department or agency in the State, or a decision by any court of competent jurisdiction within the State shall be rendered which, in the reasonable opinion of the Senior Manager, materially adversely affects the market for the Series 2021 Bonds or the sale, at the contemplated offering prices, by the Underwriters of the Series 2021 Bonds to be purchased by them; or

(c) Any amendment or supplement to the Official Statement, is proposed by the County or deemed necessary by Bond Counsel or Disclosure Counsel which, in the reasonable opinion of the Senior Manager (upon due inquiry by the Senior Manager and the County's Financial Advisor as to the effect such amendment or supplement has on the market price of the Series 2021 Bonds or their sale at the prices stated in this Bond Purchase Agreement), materially adversely affects the market for the Series 2021 Bonds or the sale, at the prices stated in this Bond Purchase Agreement, by the Underwriters of the Series 2021 Bonds and the County's Financial Advisor concurs in such conclusion, such concurrence not to be unreasonably withheld, conditioned or delayed; or

(d) Legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the SEC which, in the reasonable opinion of Counsel to the Underwriters, has the effect of requiring the contemplated distribution of the Series 2021 Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Ordinance, to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(e) Legislation shall be introduced by amendment or otherwise in or be enacted by, the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a Court of the United States of America shall be rendered, or a stop order, ruling, release, regulation, official statement or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter of the Series 2021 Bonds shall have been proposed, issued or made (which is beyond the control of the Senior Manager or the County to prevent or avoid) to the effect that the issuance, offering or sale of the Series 2021 Bonds, including all the underlying obligations as contemplated by this Bond Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or

sale of the Series 2021 Bonds is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Series 2021 Bonds, as contemplated by this Bond Purchase Agreement; or

(f) There shall have occurred, after the signing of this Bond Purchase Agreement, either a financial crisis or a default with respect to any debt obligation of the County, or proceedings under the federal or State bankruptcy laws shall have been instituted by the County, in either case the effect of which, in the reasonable judgment of the Senior Manager, is such as to materially and adversely affect (i) the market price or the sale at the offering prices as stated in this Bond Purchase Agreement, by the Underwriters of the Series 2021 Bonds, or (ii) the ability of the Underwriters to enforce contracts for the sale of the Series 2021 Bonds; or

(g) A general banking moratorium shall have been declared by the United States of America, New York or State authorities which, in the reasonable opinion of the Senior Manager, materially adversely affects the market price for the Series 2021 Bonds or the sale, at the contemplated offering prices, by the Underwriters of the Series 2021 Bonds; or

(h) Any national securities exchange, or any governmental authority, shall impose, as to the Series 2021 Bonds or any obligation of the general character of the Series 2021 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Underwriters, or the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any governmental authority or by any national securities exchange; or

(i) Legal action shall have been filed against the County from which an adverse ruling would materially adversely affect the transactions contemplated by this Bond Purchase Agreement, the Bond Ordinance or by the Official Statement or the validity of the Series 2021 Bonds, the Bond Ordinance or this Bond Purchase Agreement; provided, however, that as to any such litigation, the County may request and the Senior Manager may accept an opinion by Bond Counsel, or of other counsel acceptable to the Senior Manager, that in such counsel's opinion the issues raised by any such litigation or proceeding are without substance or that the contentions of any plaintiffs are without merit; or

(j) Trading in any securities of the County shall have been suspended on any national securities exchange; or any proceeding shall be pending or threatened by the SEC against the County; or a general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange or other national securities exchange shall have occurred, the effect of which, in the reasonable opinion of the Senior Manager (upon due inquiry by the Senior Manager and the County's Financial Advisor as to the effect such information or event has on the market price of the Series 2021 Bonds or their sale at the prices

stated in this Bond Purchase Agreement) materially adversely affects the market price for the Series 2021 Bonds or their sale, at the prices stated in this Bond Purchase Agreement and the County's Financial Advisor concurs in such conclusion, such concurrence not to be unreasonably withheld, conditioned or delayed; or

(k) Any information shall have become known or an event shall have occurred which, in the Senior Manager's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Official Statement, as that information has been supplemented or amended, or causes the Official Statement, as so supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required or necessary to be stated in the Official Statement in order to make the statements made in the Official Statement, in light of the circumstances under which they were made, not misleading and upon the receipt of notice of same by the County, (i) the County fails to promptly amend or supplement the Official Statement in a manner which is reasonably acceptable in form and content to the Senior Manager or (ii) the County agrees to the proposed amendment, and such disclosed information or event in the reasonable opinion of the Senior Manager (upon due inquiry by the Senior Manager and the County's Financial Advisor as to the effect such information or event has on the market price of the Series 2021 Bonds or their sale at the prices stated in this Bond Purchase Agreement) materially adversely affects the market price for the Series 2021 Bonds or their sale, at the prices stated in this Bond Purchase Agreement and the County's Financial Advisor concurs in such conclusion, such concurrence not to be unreasonably withheld, conditioned or delayed; or

(l) There shall have occurred an outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis after the execution of this Bond Purchase Agreement which, in the sole but reasonable opinion of the Senior Manager, would have a material adverse effect on the market price of the Series 2021 Bonds or their sale at the prices stated in this Bond Purchase Agreement.

9. Expenses.

(a) The County agrees to pay all expenses incident to the performance of its obligations under this Bond Purchase Agreement, including, but not limited to: (i) the cost of the preparation, printing or other reproduction (for distribution prior to, on, or after the date of acceptance of this Bond Purchase Agreement) of copies of the Preliminary Official Statement and Official Statement; (ii) charges made by rating agencies for the rating of the Series 2021 Bonds; (iii) the fees and disbursements of Bond Counsel, Disclosure Counsel, the County's Financial Advisor, the Consulting Engineer and of any other experts or consultants retained by the County; (iv) the cost of any consent letters, statements or certificates delivered by the County's accountants or consultants; (v) certain costs of issuance of the Series 2021 Bonds; and (vi) out-of-pocket expenses, including but not limited to travel, lodging, and meal expenses of the County officials and employees.

(b) The Underwriters shall pay all expenses incident to the performance of their obligations under this Bond Purchase Agreement, including, but not limited to: (i) the cost of delivering the Series 2021 Bonds to the purchasers; (ii) the fees and disbursements of Counsel to the Underwriters; and (iii) all other expenses incurred by them or any of them in connection with their offering and distribution of the Series 2021 Bonds, including the preparation, printing and separate distribution, if any, of the Blue Sky, memoranda or legal investment surveys, if any. Certain expenses of the Underwriters may be included in the expense component of the Underwriters' discount, provided that the specific purpose and amount of such expenses shall be included in the Disclosure Letter, the form of which is attached hereto as Schedule II.

(c) Except as otherwise specifically set forth in this Bond Purchase Agreement, in the event either the County or the Underwriters shall have paid obligations of the other as set forth in this Section, appropriate reimbursements and adjustments shall be made.

10. Truth in Bonding Statement. The County is proposing to issue the Series 2021 Bonds, the proceeds of which will be applied as described in Section 1(d) hereof.

(a) The debt or obligation created by the Series 2021 Bonds is expected to be repaid over a period of approximately \_\_\_\_ years. At a true interest cost (TIC) of \_\_\_\_\_%, the total interest paid over the life of the Series 2021 Bonds will be \$\_\_\_\_\_. The source of repayment or security for this proposal to issue the Series 2021 Bonds is exclusively limited to the Pledged Revenues. Authorizing the Series 2021 Bonds will result in an average of \$\_\_\_\_\_ of Pledged Revenues not being available to finance other projects of the Department each year for approximately \_\_\_\_ years.

11. Public Entity Crimes. The Senior Manager hereby represents for itself, and based upon and in reliance upon the representations received by the Senior Manager from the other Underwriters, that each Underwriter, including its employees, officers, directors, executives, partners, shareholders or agents who are active in the management of the entity, have not been charged with and convicted of a public entities crime pursuant to Section 287.133, Florida Statutes.

12. Miscellaneous.

(a) All notices, demands and formal actions shall be in writing and mailed or delivered to:

The Underwriters:

BofA Securities, Inc.  
101 East Kennedy Blvd., Suite 200  
Tampa, Florida 33602  
Attention: Doug Draper, Director

The County:

Miami-Dade County

Stephen P. Clark Center

111 N.W. First Street, Suite 2550

Miami, Florida 33128-1995

Attention: Finance Director

Miami-Dade County Water & Sewer Dept.

3071 SW 38<sup>th</sup> Avenue

Miami, Florida 33146

Attention: Water and Sewer

Department Director

(or such other addresses as may be designated in writing to the other party).

(b) This Bond Purchase Agreement will inure to the benefit of and be binding upon the parties and their successors and assigns, and will not confer any rights upon any other person. The terms "successors" and "assigns" shall not include any purchaser of any of the Series 2021 Bonds from the Underwriters merely because of such purchase.

(c) All the representations, warranties, covenants and agreements of the County in this Bond Purchase Agreement shall remain operative and in full force and effect as if made on the date of this Bond Purchase Agreement and the Closing Date, regardless of (i) any investigation made by or on behalf of any of the Underwriters, or (ii) delivery of and any payment for the Series 2021 Bonds.

(d) The agreements contained in Sections 4 and 9 shall survive any termination of this Bond Purchase Agreement.

(e) Section headings have been inserted in this Bond Purchase Agreement as a matter of convenience of reference only and it is agreed that such section headings are not a part of this Bond Purchase Agreement and will not be used in the interpretation of any provisions of this Bond Purchase Agreement.

(f) If any provision of this Bond Purchase Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, or rule of public policy, or for any other reasons, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

(g) This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

(h) This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(i) This Bond Purchase Agreement shall become effective upon the execution by the appropriate County officials of the acceptance of this Bond Purchase Agreement by the County and shall be valid and enforceable at the time of such acceptance.

(j) This Bond Purchase Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements and understandings between the parties. This Bond Purchase Agreement shall only be amended, supplemented or modified in a writing signed by both of the parties hereto.

[Remainder of page intentionally left blank]

[Signature page to Bond Purchase Agreement]

SENIOR MANAGER, on behalf of the Underwriters:

BofA SECURITIES, INC.

By:\_\_\_\_\_

Name: Doug Draper

Title: Director

[Signature page to Bond Purchase Agreement]

Accepted at \_\_\_\_\_ a.m., Eastern Time, this \_\_\_\_ day of April, 2021.

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
Edward Marquez  
Chief Financial Officer /Finance Director

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Assistant County Attorney

**SCHEDULE I**

**MIAMI-DADE COUNTY, FLORIDA**

\$ \_\_\_\_\_

**Water and Sewer System Revenue Bonds,  
Series 2021**

\$ \_\_\_\_\_ Series 2021 Serial Bonds

| <b>Maturity<br/>Date<br/>(October 1)</b> | <b>Principal<br/>Amount</b> | <b>Interest<br/>Rate</b> | <b>Price</b> | <b>Yield</b> |
|------------------------------------------|-----------------------------|--------------------------|--------------|--------------|
|                                          | \$                          | %                        |              | %            |

\$ \_\_\_\_\_ % Series 2021 Term Bonds due October 1, 20\_\_, Price \_\_\_\_\_; Yield \_\_\_\_\_%

\$ \_\_\_\_\_ % Series 2021 Term Bonds due October 1, 20\_\_, Price \_\_\_\_\_; Yield \_\_\_\_\_%

**Redemption Provisions**

Optional Redemption of Series 2021 Bonds. The Series 2021 Bonds shall be subject to optional redemption prior to maturity, at the option of the County, in whole or in part at any time, on or after October 1, 20\_\_, and if in part, in maturities determined by the County and by lot within a maturity, at a redemption price equal to 100% of the principal amount of the Series 2021 Bonds to be redeemed, plus accrued interest to the date of redemption and without premium.

Mandatory Redemption of Series 2021 Bonds. The Series 2021 Bonds maturing on October 1, 20\_\_ are subject to mandatory sinking fund redemption in part, prior to maturity, by lot, at a redemption price equal to the principal amount of the Series 2021 Bonds to be redeemed, commencing on October 1, 20\_\_, in the years and principal amounts set forth below:

| <b>Year<br/>(October 1)</b> | <b>Amount</b> |
|-----------------------------|---------------|
| 20__                        | \$            |
| 20__*                       |               |

---

\*Payment at maturity

The Series 2021 Bonds maturing on October 1, 20\_\_, are subject to mandatory sinking fund redemption in part, prior to maturity, by lot, at a redemption price equal to the principal amount of the Series 2021 Bonds to be redeemed, commencing on October 1, 20\_\_, in the years and principal amounts set forth below:

| <b>Year<br/>(October 1)</b> | <b>Amount</b> |
|-----------------------------|---------------|
| 20__                        | \$            |
| 20__*                       |               |

---

\*Payment at maturity

[Remainder of page intentionally left blank]

**NET TO COUNTY AT CLOSING**

Par Amount of Bonds \$

Plus: Original Net Issue Premium

Less: Underwriters' Discount

Less: Good Faith Deposit

**Net to County (Before Costs of Issuance)**                      **\$**

**SCHEDULE II**  
**DISCLOSURE LETTER**

April \_\_, 2021

Board of County Commissioners of  
Miami-Dade County, Florida  
111 Northwest First Street  
Miami, Florida 33128-1995

\$ \_\_\_\_\_  
**MIAMI-DADE COUNTY, FLORIDA**  
**WATER AND SEWER SYSTEM REVENUE BONDS,**  
**SERIES 2021**

Ladies and Gentlemen:

Pursuant to Section 218.385, Florida Statutes, and in reference to the issuance by Miami-Dade County, Florida (the "County") of the Miami-Dade County, Florida Water and Sewer System Revenue Bonds, Series 2021 (the "Series 2021 Bonds"), BofA Securities, Inc. (the "Senior Manager"), acting on behalf of itself, UMB Financial Corporation and Rice Securities, LLC (collectively, the "Co-Senior Managers"), and Loop Capital Markets, LLC, Morgan Stanley & Co. LLC, PNC Capital Markets LLC, Stern Brothers & Co. and Stifel, Nicolaus & Company, Incorporated (collectively, the "Co-Managers" and, together with the Senior Manager and the Co-Senior Managers, the "Underwriters"), pursuant to the Bond Purchase Agreement (the "Bond Purchase Agreement") dated April \_\_, 2021, by and among the Underwriters and the County, makes the following disclosures to the County.

The Underwriters are acting as underwriters for the public offering of the Series 2021 Bonds issued in the aggregate principal amount of \$ \_\_\_\_\_. The underwriters' discount to be paid to the Underwriters for the Series 2021 Bonds is \$ \_\_\_\_\_.

1. Expenses estimated to be incurred by the Underwriters in connection with the issuance of the Series 2021 Bonds:

|                        | <b><u>Dollar Amount</u></b> |  | <b><u>Per Bond</u></b> |
|------------------------|-----------------------------|--|------------------------|
| Underwriters' Counsel  | \$                          |  | \$                     |
| CUSIP Fee              |                             |  |                        |
| DTC                    |                             |  |                        |
| Internet Roadshow      |                             |  |                        |
| Out-of-Pocket Expenses |                             |  |                        |
| Ipreo                  |                             |  |                        |
| <br>TOTAL              | <br>\$                      |  | <br>\$                 |

2. Names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, an underwriter, bank, banker or financial consultant or advisor and who enters into an understanding with either the County or the Underwriters, directly, expressly or impliedly, to act solely as an intermediary between the County and the Underwriters for the purpose of influencing any transaction in the purchase of the Series 2021 Bonds:

None

3. The amount of underwriting spread expected to be realized:

|                  | <b>Dollar Amount</b> | <b>Per Bond</b> |
|------------------|----------------------|-----------------|
| Average Takedown | \$                   | \$              |
| Expenses         |                      |                 |
| Total            | \$                   | \$              |

4. Any other fee, bonus and other compensation estimated to be paid by the Underwriters in connection with the Series 2021 Bonds to any person not regularly employed or retained by the Underwriters:

Underwriters' Counsel's fee of \$\_\_\_\_\_

5. The name and address of the Underwriters connected with the Series 2021 Bonds:

See attached list.

[Remainder of page intentionally left blank]

[Signature page to Bond Purchase Agreement — Schedule II — Disclosure Letter]

Very truly yours,

SENIOR MANAGER, on behalf of the Underwriters:

BofA SECURITIES, INC.

By: \_\_\_\_\_  
Name: Doug Draper  
Title: Director

## NAMES AND ADDRESSES OF THE UNDERWRITERS

### Senior Manager

BofA Securities, Inc.  
101 East Kennedy Blvd., Suite 200  
Tampa, FL 33602

### Co-Senior Managers

Rice Securities, LLC  
801 Brickell Ave.  
Miami, FL 33131

UMB Financial Corporation  
5910 N. Central Expressway, Suite 1900  
Dallas, TX 75203

### Co-Managers

Loop Capital Markets LLC  
88 Pine Street, 25<sup>th</sup> Floor  
New York, NY 10005

Morgan Stanley & Co. LLC  
2825 University Drive, Suite 400  
Coral Springs, FL 33065

PNC Capital Markets LLC  
201 N. Franklin St., Suite 1500  
Tampa, FL 33602

Stern Brothers & Co.  
1325 Avenue of the Americas, Suite 2708  
New York, NY 10019

Stifel, Nicolaus & Company, Incorporated  
One Financial Plaza  
501 North Broadway  
St. Louis, MO 63102

**EXHIBIT A**  
**FORM OF MIAMI-DADE COUNTY ATTORNEY OPINION**

April \_\_, 2021

Board of County Commissioners of  
Miami-Dade County, Florida  
Miami, Florida  
U.S. Bank National Association  
Fort Lauderdale, Florida

BofA Securities, Inc.  
Tampa, Florida 33602

Re:     \$\_\_\_\_\_ Miami-Dade County, Florida Water and Sewer System  
Revenue Bonds, Series 2021

Ladies and Gentlemen:

This letter shall serve as the opinion of the Office of the Miami-Dade County Attorney of Miami-Dade County, Florida (the "County") which is being delivered pursuant to Section 7(b)(i) of the Bond Purchase Agreement between the County and BofA Securities, Inc., as representative of the Underwriters, dated April \_\_, 2021 (the "Bond Purchase Agreement"), in connection with the issuance by the County of the Series 2021 Bonds. All terms used but not defined in this opinion shall have the meanings ascribed to them in the Bond Purchase Agreement and the Bond Ordinance (described in the next paragraph).

The Series 2021 Bonds shall be issued pursuant to the provisions of the Constitution of the State of Florida (the "State"), the Home Rule Amendment and Charter of Miami-Dade County, Florida, as amended, Chapter 125 and Chapter 166, Florida Statutes, as amended, the Code of Miami-Dade County, Florida, as amended and other applicable provisions of law (collectively, the "Act") and Ordinance No. 93-134 enacted by the Board of County Commissioners of the County (the "Board") on November 16, 1993 (the "Original Ordinance"), as amended by Ordinance No. 13-47 enacted by the Board on June 4, 2013 (the "2013 Ordinance"; the Original Ordinance as amended by the 2013 Ordinance, the "Master Ordinance"), the 2013 Ordinance and Resolution No. \_\_\_\_-21 adopted by the Board on March 16, 2021 (the "Series 2021 Resolution" and, together with the Master Ordinance and the 2013 Ordinance, the "Bond Ordinance").

In our capacity as counsel to the County in connection with the issuance of the Series 2021 Bonds, we have reviewed: (i) the Act; (ii) the Bond Ordinance; (iii) the Bond Purchase Agreement; (iv) the Omnibus Certificate dated April \_\_, 2021; (v) the Official Statement relating to the Series 2021 Bonds (the "Official Statement"); and (vi) such other documents, agreements, leases, certificates and affidavits relating to the issuance of the Series 2021 Bonds as we have

deemed necessary to render the opinions expressed in this letter. The documents set forth in (iii)-(v) above are referred to collectively in this letter as the "County Documents."

Based on the foregoing and upon such further investigation and review as we have deemed necessary, we are of the opinion that:

1. The County is a political subdivision of the State, duly organized and validly existing under the Constitution and laws of the State with the full legal right, power and authority to issue the Series 2021 Bonds, to use the proceeds from such issuance in the manner contemplated by the Bond Ordinance to pay costs of the Series 2021 Project, [refund the Refunded CP Notes, ]to execute each of the County Documents and to perform its obligations under such documents.

2. The Master Ordinance is a valid ordinance of the County, the Series 2021 Resolution is a valid resolution of the County, and each has been duly enacted or adopted, as applicable, by the Board at a meeting, duly noticed, called and held in accordance with the Act.

3. The issuance of the Series 2021 Bonds has been duly authorized and approved by the County and all conditions precedent to the execution, delivery or sale of the Series 2021 Bonds under the Bond Ordinance or otherwise, including any consent, authorization, review or approval required of any governmental authority, agency or regulatory body, have been fulfilled.

4. Each of the County Documents and the Series 2021 Bonds have been duly authorized, executed and delivered by the County and assuming valid authorization, execution and delivery by the other parties to the County Documents, as applicable, constitute valid and legally binding limited obligations of the County enforceable in accordance with their terms. No representation is made concerning compliance with the federal securities laws or the securities or blue sky laws of the various states.

5. No litigation or other proceedings are pending or, to the best of our knowledge, threatened in any court or other tribunal, state or federal, against the County (i) restraining or enjoining, or seeking to restrain or enjoin, the issuance, sale, execution or delivery of any of the Series 2021 Bonds or the collection of revenues pledged under the Bond Ordinance, or (ii) in any way questioning or affecting the validity or enforceability of any provision of the Series 2021 Bonds, the Bond Ordinance or any of the County Documents, or the transactions contemplated by such instruments, or (iii) in any way questioning or affecting the validity of any of the proceedings or authority for authorization, sale, execution or delivery of the Series 2021 Bonds, or of any provision, program, or transaction made or authorized for their payment, the funding of the Series 2021 Project [or the refunding of the Refunded CP Notes], or (iv) questioning or affecting the organization of the County or title of its officers to their respective offices, except as described in the Official Statement, or (v) the adverse determination of which would materially adversely affect (a) the financial condition of the Department, (b) the ability of the Department to perform its obligations under the Series 2021

Bonds, the Bond Ordinance or any of the County Documents, or (c) the security for the Series 2021 Bonds.

6. The enactment of the Master Ordinance, the adoption of the Series 2021 Resolution, the performance by the County of its obligations under Bond Ordinance, and the authorization, execution, delivery and performance of the obligations of the County under the County Documents and the Series 2021 Bonds and any other agreement or instrument to which the County is a party, used or contemplated by the Bond Ordinance or any of the County Documents, or by the Official Statement in connection with the issuance of the Series 2021 Bonds, and the compliance with the provisions of each such instrument do not, and will not, conflict with or violate the Act, or any existing federal or state law, administrative regulation, rule, decree or order, or to the best of our knowledge, constitute or result in a breach of or default under a material provision of any agreement or instrument to which the County or its properties, or any of the officers of the County, are subject or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the terms of the Constitution of the State of Florida, any law or, to the best of our knowledge, any instrument or agreement.

7. The statements contained in the Official Statement under the captions "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS," "INTEREST RATE SWAP AGREEMENTS," "WATER AND SEWER SYSTEM," "FINANCIAL OPERATIONS," "LITIGATION," and "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," insofar as the statements contained under such headings purport to summarize certain legal matters relating to the County, the Department or certain provisions of the Series 2021 Bonds or the Bond Ordinance, fairly and accurately present the information purported to be summarized in each.

8. The Board has duly approved the use and distribution of the Official Statement at the meeting in which the Series 2021 Resolution was adopted and has duly authorized such changes, insertions and omissions as may be approved by an authorized official of the County.

The opinions expressed in this letter are generally qualified as follows:

(a) All opinions relating to the enforceability with respect to the County are subject to and limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws, in each case relating to or affecting the enforcement of creditors' rights, generally, and equitable principles that may affect remedies or injunctive or other equitable relief.

(b) All opinions are predicated upon present laws, facts, and circumstances and we assume no affirmative obligation to update the opinions if such laws, facts or circumstances change after the date of this opinion.

(c) We do not express any opinion concerning any law other than the laws of the State of Florida and the laws of the United States. No opinion is expressed as to the requirements of any federal laws which may govern the issuance, offering and sale of the

Series 2021 Bonds, except as specifically set forth in this letter, or which may govern the exclusion from income for federal income tax purposes of the interest on the Series 2021 Bonds.

(d) The opinions expressed in this letter are for the sole benefit of the parties named above and no other individual or entity may rely upon them without our prior written approval or acknowledgment.

Respectfully submitted,

MIAMI-DADE COUNTY ATTORNEY'S OFFICE

By: \_\_\_\_\_  
Assistant County Attorney

EXHIBIT B

[FORM OF BOND COUNSEL SUPPLEMENTAL OPINION]

April \_\_, 2021

BofA Securities, Inc.  
as Senior Manager on behalf of  
itself and the other Underwriters  
Tampa, Florida

Ladies and Gentlemen:

We have served as bond counsel to our client Miami-Dade County, Florida (the "County") in connection with the issuance by the County of its \$\_\_\_\_\_ aggregate principal amount of Miami-Dade County, Florida Water and Sewer System Revenue Bonds, Series 2021 (the "Series 2021 Bonds"), dated the date of this letter.

We have delivered to you on this date our opinion letter as bond counsel in connection with the original issuance of the Series 2021 Bonds (the "Bond Opinion"). This supplemental opinion letter is rendered pursuant to Section 7(b)(iv) of the Bond Purchase Agreement, dated April \_\_, 2021 (the "Purchase Agreement"), between the County and the Underwriters therein named. Capitalized terms not otherwise defined in this letter are used as defined in the Purchase Agreement.

The Underwriters may rely on the Bond Opinion as if addressed to them.

In accordance with the terms of our engagement as bond counsel, we reviewed (a) the Preliminary Official Statement dated March \_\_, 2021 (the "Preliminary Official Statement"), and (b) the Official Statement dated April \_\_, 2021 (the "Official Statement"), in each case relating to the Series 2021 Bonds. We confirm to you that we believe the statements in (1) the Preliminary Official Statement, as of its date, and (2) the Official Statement, as of its date and as of this date, under the captions "DESCRIPTION OF THE SERIES 2021 BONDS" (other than the information relating to DTC and its book-entry only system) and "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS" (other than the information relating to the Reserve Account Credit Facilities (as such term is defined in the Bond Ordinance)), insofar as those statements describe certain provisions of the Bond Ordinance and the Series 2021 Bonds, and the statements under the caption "TAX MATTERS," are accurate and fairly present the information purported to be shown.

In our capacity as bond counsel, we have examined the transcript of proceedings relating to the issuance of the Series 2021 Bonds, the Bond Ordinance and such other

documents, matters and law as we deem necessary to render the opinions and advice set forth in this letter.

Based on that examination and subject to the limitations stated below, we are of the opinion that under existing law, the Series 2021 Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Bond Ordinance is exempt from qualification under the Trust Indenture Act of 1939, as amended.

The legal opinions stated in the paragraph immediately above are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. In rendering all such opinions, we assume, without independent verification, and rely upon: (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined, and (ii) the due and legal authorization, execution and delivery of those documents by, and the valid, binding and enforceable nature of those documents upon, any parties other than the County.

This letter is being furnished only to you for your use solely in connection with the transaction described herein and may not be relied upon by anyone else or for any other purpose without our prior written consent. No statements of belief or opinions other than those expressly stated herein shall be implied or inferred as a result of anything contained in or omitted from this letter. The statements of belief and opinions expressed in this letter are stated only as of the time of its delivery and we disclaim any obligation to revise or supplement this letter thereafter. Our engagement as bond counsel in connection with the original issuance and delivery of the Series 2021 Bonds is concluded upon delivery of this letter.

Respectfully submitted,

## EXHIBIT C

### [FORM OF ISSUE PRICE CERTIFICATE]

\$ \_\_\_\_\_

**Miami-Dade County, Florida  
Water and Sewer System Revenue Bonds, Series 2021**

**Dated as of April \_\_, 2021**

### UNDERWRITER'S CERTIFICATE

BofA Securities, Inc. ("BofA"), for itself and as representative of the Underwriters (collectively, the "Underwriting Group") for the bonds identified above (the "Issue"), issued by Miami-Dade County, Florida (the "Issuer"), based on its knowledge regarding the sale of the Issue, certifies as of this date as follows:

**(1) Issue Price.** [or add HTOP provisions]

(A) As of the date of this certificate, for each Maturity of the Issue, the first price at which at least 10% of such Maturity of the Issue was sold to the Public is the respective price listed in the final Official Statement, dated April \_\_, 2021, for the Issue (the "Sale Price" as applicable to respective Maturities). The aggregate of the Sale Prices of each Maturity is \$\_\_\_\_\_ (the "Issue Price").

"Maturity" means bonds of the Issue with the same credit and payment terms. Bonds of the Issue with different maturity dates, or bonds of the Issue with the same maturity date but different stated interest rates, are treated as separate Maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

"Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Issue to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Issue to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Issue to the Public).

All capitalized terms not defined in this Certificate have the meaning set forth in the Issuer's Tax Compliance Certificate or in Attachment A to it.

- (2) **Underwriters' Discount.** The Underwriter's' discount is \$\_\_\_\_\_, being the amount by which the aggregate Issue Price (as set forth in paragraph (1)) exceeds the price paid by BofA to the Issuer for the Issue.
- (3) **Reasonably Required Reserve.** In the opinion of BofA, based on its knowledge of the financial markets, the continued existence of, and deposit of \$\_\_\_\_\_ to, the Reserve Account (as provided in the Master Ordinance) was and is a vital and necessary factor in marketing the Issue to the Public. The maximum annual debt service on the Issue is \$\_\_\_\_\_, and 125% of the average annual debt service on the Issue is \$\_\_\_\_\_.

The signer is an officer of BofA and duly authorized to execute and deliver this Certificate of BofA, for itself and as representative of the Underwriting Group. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents BofA's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Squire Patton Boggs (US) LLP and D. Seaton and Associates, P.A., as bond counsel, in connection with rendering their opinions that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that they may give to the Issuer from time to time relating to the Issue. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by other members of the Underwriting Group and/or by the Issuer and Bond Counsel.

Dated: April \_\_, 2021

BofA SECURITIES, INC., for itself and as  
representative of  
RICE SECURITIES, LLC  
UMB FINANCIAL CORPORATION  
LOOP CAPITAL MARKETS LLC  
MORGAN STANLEY & CO. LLC  
PNC CAPITAL MARKETS, LLC  
STERN BROTHERS & CO.  
STIFEL, NICOLAUS & COMPANY,  
INCORPORATED

By: \_\_\_\_\_  
Name: Doug Draper  
Title: Director