



PUBLIC MEETING NOTICE

REGULAR COUNCIL MEETING:

Date: Tuesday, March 27, 2018

Time: 7:00pm

**Location: in the Village Hall at
500 NE 87th Street**

**Members of the public are welcome and encouraged to
attend.**

Yenise Jacobi
Village Clerk

VILLAGE HALL
500 NE 87TH ST
EL PORTAL, FL 33138
CHRISTIA ALOU
INTERIM VILLAGE MANAGER



MAYOR CLAUDIA V. CUBILLOS
VICE MAYOR OMARR C. NICKERSON
COUNCILPERSON HAROLD E. MATHIS, JR.
COUNCILPERSON WERNER DREHER
COUNCILPERSON VIMARI ROMAN

Regular Council Meeting
Tuesday, March 27, 2018
Agenda
7:00 PM

Statement of Decorum

Any person making a racial or slanderous remark or who becomes boisterous while addressing the Village Council, Staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. No signs or placards shall be allowed in the Village Hall. Person exiting the Village Hall shall do so quietly.

“Pursuant to Florida Statutes, Chapter 286.0105: If a person decided to appeal any decision made by the Board, Agency or Committee with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

- A. **CALL TO ORDER**.....Mayor Claudia V. Cubillos, Presiding
- B. **SILENT MEDITATION & PLEDGE**.....Salute American Flag in Unison
- C. **ROLL CALL**.....Yenise Jacobi, Village Clerk
- D. **APPROVAL OF AGENDA**
- E. **APPROVAL OF MINUTES FOR THE FOLLOWING MEETING (S):**
 - E1. Approval of the Minutes for February Council Meeting held on March 5, 2018
- F. **ACKNOWLEDGMENT OF VISITORS AND/OR SPECIAL PRESENTATIONS:**
 - F1. Swearing in of new Reserve Officers
- G. **GOOD AND WELFARE**

(Note: This section of the agenda is reserved in the spirit of a representative democracy “of, by, and for the people” and is specifically provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to **3 MINUTES PER PERSON**, and that speakers and the audience maintain proper decorum at-large.
The speaker should keep to only issues on the agenda.)
- H. **AGENDA ITEM:**
 - H1. Village Attorney Contract
 - H2. Village Manager
 - H3. Committee Meeting – request to move from 2nd Tuesday to 3rd Tuesday
 - H4. Village Wide Traffic Study

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H5. Authorize Mayor's designee to execute the funding **Wastewater Grant Agreement WW1320CO** .

H6. Authorize Mayor's designee to execute the funding **Stormwater Loan Agreement SW1320LO**

H7. Request attorney to review and negotiate the Date County WASD Sewer Utility Agreement and bring it in a form for approval by April 16, 2018.

H8. Authorize Mayor's designee to execute the Pennoni Agency Negotiation and Additional Grant Application Proposal of \$10,000

H9. Village Manager to request Village Clerk to advertise a public hearing for Pennoni to present the Storm Water Facility Plan on April 3, 2018. 14 day advance advertising notice is required and resolution.

I. RESOLUTIONS / ORDINANCES:

**II. ORDINANCE NO. 2018-01
2nd Reading**

**CODE OF ORDINANCES
PERMIT FEE AMENDMENTS**

AN ORDINANCE OF THE VILLAGE OF EL PORTAL, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 5, APPENDIX - PERMIT FEE SCHEDULE, ZONING FEES, IN ORDER TO AMEND THE ZONING FEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

**II. ORDINANCE NO. 2018-02
2nd Reading**

**CANDIDATE 2018
ELECTIONS QUALIFYING DATES**

AN ORDINANCE OF THE VILLAGE OF EL PORTAL, FLORIDA, TO AMEND SEC. 6-4 OF THE CODE OF ORDINANCES RELATING TO CANDIDATES' QUALIFYING PERIOD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; PROVIDING FOR AN EFFECTIVE DATE.

J. MAYOR, MANAGER, COMMITTEE & ATTORNEY REPORTS:

J1. Village Mayor Report - Mayor Claudia V. Cubillos

*2018 Mayor's Town Hall Series – Saturday, April 24th 12:30 – 1:30
Hurricane Preparedness – Lessons Learned from Irma*

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J2. Village Manager Report – Christia Alou

J3. Committee Chair Remarks -

a. Public Affairs

Chairperson Harold Mathis

Easter Egg Hunt on Saturday, March 31st from 11:30 am – 1:30 pm

b. Public Works

Chairperson Werner Dreher

c. Public Safety

Chairperson Claudia V. Cubillos

d. Code Enforcement Committee

Chairperson Claudia V. Cubillos

e. Planning & Zoning

Chairperson Claudia V. Cubillos

f. Administration & Finance

Chairperson Vimari Roman

J4. Village Attorney Reports - *Attorney Norman Powell*

K. UNFINISHED BUSINESS AND GENERAL ORDERS:

L. NEW BUSINESS:

M. GOOD AND WELFARE

(Note: This section of the agenda is reserved in the spirit of a representative democracy “of, by, and for the people” and is specifically provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to **3 MINUTES PER PERSON**, and that speakers and the audience maintain proper decorum at-large. The speaker should keep to only issues on the agenda.)

N. ADJOURNMENT:

Mayor & Councilpersons

In accordance with the American With Disabilities Act of 1990, all persons with disabilities and who need special accommodations to participate in this meeting due to that disability should contact the Village Clerk’s Office at (305) 795-7880 no later than two (2) business days prior to such proceeding.

**EMPLOYMENT AGREEMENT
VILLAGE MANAGER**

This Employment Agreement ("Agreement") is made and entered into this ____ day of _____, 2018, between the Village of El Portal, Florida, a Florida municipal corporation (the "Village" or Employer), and Christia E. Alou ("Village Manager" or Employee).

WITNESSETH:

RECITALS:

WHEREAS, Article 3.01, of the Village Charter (the "Charter") requires that there shall be a Village Manager, who shall be the Chief Administrative Officer of the Village; and

WHEREAS, the Village desires to employ the services of Employee as Village Manager and Employee wishes to accept this employment.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement the parties agree as follows:

Section 1. Duties:

- 1.1 The Village Manager shall have all powers and perform all duties and responsibilities required by this Agreement, prescribed in the Charter and applicable sections of the Village Code.
- 1.2 The Village Manager shall carry out the policy directives of the Village Council.
- 1.3 The Village Manager shall carry out the annual goals set by the Village Council.
- 1.4 The Village Manager shall provide the Village Council with a monthly report, which may include a list of directives from the Village Council and the status of achievement of the same.
- 1.5 The Village Manager shall perform such other duties as may be assigned by the Village Council from time to time.

Section 2. Term:

- A. This Agreement shall remain in full force and effect until terminated by the Employer or resignation of Employee.

However, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 16 of this Agreement.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign the position at any time, subject only to the provisions set forth in Section 17 of this Agreement.

Section 3. Salary:

The Village Manager shall receive an initial annual salary in the amount of \$85,000.00, payable in equal bi-weekly installments.

Section 4. Performance Evaluations:

4.1 The Village Council shall evaluate the performance of the Village Manager after the first -90 days of the term of this Agreement during which time Village Manager shall not be entitled to severance, and thereafter an annual evaluation on the date of his/her/hir hiring.

4.2 The evaluation shall be based upon (i) the Village Manager's performance of the duties specified in Section 1 and (ii) the Village Manager's achievements of the Village Council's policy directives, and the annual goals. At the time of the scheduled evaluations, the Council will consider any potential increases in the Manager's salary, benefits and allowances, based on satisfactory performance. Based on a satisfactory performance and based on approved budget the Council may consider up to 5% increase after the first full year of employment, and a cost of living and merit increase of 3% for each year of service after the first year.

Section 5. Florida Retirement System (FRS):

The Village shall enter the Village Manager in the Florida Retirement System at the Senior Management rate and make all applicable payments into such system on behalf of the Village Manager.

Section 6. Professional Dues and Expenses:

6.1 The Village shall pay for all reasonable and customary professional dues and subscriptions necessary for the Village Manager's participation in municipal associations and organizations, as approved in the Village's annual budget. The Village shall pay for reasonable professional development expenses of the Village Manager approved by the Council or provided for in the Village annual budget.

6.2 The Village shall pay for the Village Manager's participation in those local civic non-profit job-affiliated organizations that the Village Manager is directed to participate in by the Village Council.

Section 7. **Automobile:**

In lieu of providing the Village Manager with an automobile, the Village shall provide the Village Manager with a monthly automobile allowance of \$420.00, or lease a vehicle for which the total monthly costs shall not exceed \$420.00, at the Village Manager's option. The amount may be increased from time to time by the Village Council.

Section 8. **Insurances and Benefits:**

- A. Employer Agrees to provide and to pay 100% the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for Employee.
- B. Employees Medical Benefits and those of any dependents will be covered based on the current benefits policy that the Village has place for its employees.
- C. Employer agrees to put into force and to make required premium payments for short-term and long-term disability coverage for the Employee at a rate of fifty percent (50%) of base salary.
- D. Employee may elect to submit once per calendar year to a complete physical examination, including a cardiovascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.
- E.
- F. D. Employer shall pay the amount of premium due for term life insurance in an amount equal to one hundred percent (100%) of one years salary, including all increases in the base salary during the life of this Agreement. The Employee shall designate the beneficiary of this policy.
- G.

Section 9. **Annual Leave, Sick Leave and Holidays:**

9.1 The Village Manager shall receive annually a total of two weeks (10 days) vacation leave, and a total of two weeks (10 days), sick and Personal Time Off (PTO). Such leave shall accrue equally per pay period. After two (2) years the Village Manager shall receive an additional five vacation days per year, for a total of three weeks (15 days). After five (5) years, the Village Manager shall receive five additional vacation days per year, bringing the total to four weeks (20 days).

9.2 On or before September 30 of each year, the Village Council shall elect to either carry over into the next fiscal year any unused accrued PTO leave or shall make payment to the Village Manager for the cash value of the same at the Village Manager's salary in effect on September 30. If no payment is made, it shall be presumed that the Village has elected to carry over the unused

personal leave.

9.3 The Village Manager shall be entitled to such holidays as are recognized by the Village, plus Employee's birthday.

As used in this Section, the word "day" shall mean business day. There shall be no requirement that personal leave be used in full or half day increments.

Section 10. Business Expenses and Travel:

10.1 The Village shall pay for the reasonable and customary travel expenses of the Village Manager for meetings and seminars as may be authorized by the Village Council or provided for in the Village budget.

10.2 Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses, including local expenses such as fuel, parking, transportation, meals related to attendance at meetings, admission fees for cultural and community events, membership in organizations contributing to a member's ability to fulfill leadership roles, executive stationery and communication expenses. Authorization to disburse such moneys shall be upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

Section 11. Equipment:

11.1 The Village shall provide Village Manager the use of a Cellular Telephone and a laptop to be used for business purposes during the length of employment.

11.2 The Village shall provide the Village Manager with the use of electronic equipment necessary for the Village Manager to make themselves available to perform his/her duties. Such equipment shall include those items necessary for the Village Manager to utilize the Village's computer network at all times and maintain communication with the Village's residents, Village Council and staff at all times, including a lap-top computer.

Section 12. Hours at Work and Outside Activities:

12.1 It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

12.2 The employment provided by this Agreement shall be the Employee's sole regular employment. The Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not interfere with the Employee's

performance of his/her duties hereunder or constitute a conflict of interest with his/her responsibilities under this Agreement. Any non-conflicting legal work must be outside business hours and not be within the corporate limits of the Village.

Section 13. Days:

Unless otherwise specified, any reference to day in this Agreement shall mean calendar days.

Section 14. Bonds; Hold Harmless:

14.1 The Village shall pay for the cost of any bonds to be furnished by the Village Manager, including the bond required pursuant to Section 3.05 of the Charter.

14.2 Beyond that required under federal, state or local law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Village Manager or resulting from the exercise of judgment or discretion in connection with the performance of his/her duties or responsibilities, unless the act or omission involved willful or wanton conduct.

14.3 The Employee may request, and the Employer shall not unreasonably refuse to provide, independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action, including any appeals brought by either party.

14.4 The Employer shall indemnify Employee against any and all losses, damage, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his/her duties.

14.5 Employer agrees to pay all reasonable litigation expenses of Employee throughout any pending litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending.

14.6 Employer agrees to pay Employee reasonable travel expenses when Employee serves as a witness, advisor or consultant to Employer, regarding pending litigation.

14.7 Any statement of any claim must have prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Section 15. No Reduction of Compensation:

The Village Council shall not at any time during the term of this Agreement reduce the salary or benefits provided to the Village Manager below the levels he is then entitled to receive, and, if it does, such action shall constitute a constructive termination without cause of this Agreement.

Section 16. Termination and Severance:

16.1 In accordance with the Charter, the Village Manager shall serve at the pleasure of the Village Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Council to terminate the services of the Village Manager at any time.

16.2 In the event the Village Council wishes to terminate the Village Manager, it shall do so in accordance with the provisions of this Agreement.

16.3 In the event the Village Manager is terminated by the Village Council, the Village Manager shall receive a severance payment as follows:

- A. Severance shall be paid to the Village Manager when employment is terminated without cause as specified in this Agreement and pursuant to Florida Statutes Sec.215.425 and in accordance to the following:

181-365 days from the effective date of this contract: 4 weeks

After 365 days from the effective date of this contract: 4 weeks for every year of service with a cap of 20 weeks total severance consistent with State Law.

These amounts shall be paid in two equal payments, the first upon separation from the City, the second within thirty (30) days thereafter.

Severance pay shall be construed as compensation for services performed in assisting with transition, and severance payment will not include automobile, cell phone allowance or other benefits, except that insurance benefits for the severance period shall be paid. Said payment of severance benefits made under this paragraph shall constitute full and complete payment and satisfaction of any claim the Village Manager may have against the Village arising under, or related to this Agreement or otherwise.

- B. If the City Manager is terminated with cause, said termination will take effect immediately and the City Manager shall receive four (4) weeks of salary to be paid in a lump sum within five (5) days of termination. For the purposes of this Agreement, just cause is defined and limited to mean (1) breach of any material term or condition of this Agreement after ten days (10) written notice and an opportunity to cure; (2) misconduct in office such as an act of fraud or dishonesty; (3) gross

insubordination; (4) willful neglect of duty; (5) a knowing or intentional violation of the Florida or Miami-Dade County conflict of interest and code of ethics laws; (6) moral turpitude; or, (7) conviction of any criminal act (except for minor traffic infractions).

- C. The Employee shall also be compensated for all accrued sick leave, vacation time, all paid holidays, and other time as noted in Section 9. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated by using the rate ordinarily contributed on regular compensation.

Section 17. Resignation:

In the event that the Village Manager voluntarily resigns during the Term of this Agreement, the Village Manager shall provide the Village with 30 days' advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the Village Manager under this Section, the Village Manager shall not be entitled to receive the severance package specified in Section 16.3, but the Village shall pay the Village Manager all accrued, but unpaid, personal leave calculated at the Village Manager's rate of pay in effect upon the date of termination. In the event that the resignation is as a result of a constructive termination, the Village Manager shall receive compensation as if he had been terminated without cause.

Section 18. Conflict of Interest Prohibition:

18.1 Village Manager shall not, without the express prior approval of the Village Council, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the Village, except for stock ownership in any company whose capital stock is publicly held and regularly traded during the term of employment.

18.2 The Village Manager shall abide by the provisions of Chapter 112, Florida Statutes, and the Miami-Dade County Conflict of Interest and Code of Ethics, Section 2-11.1, pertaining to public employees.

Section 19. Miscellaneous Provisions:

19.1 Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.2 Amendment. No modification, amendment or alteration in the terms or conditions contained

herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

19.3 Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

19.4 No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

19.5 Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Village Manager.

19.6 Governing Law. Florida law shall govern this Agreement, and as to venue, any litigation which may arise from this Agreement shall be filed and litigated in the state courts in Miami-Dade County, Florida.

19.7 Waiver of Jury Trial. Both the Village and the Village Manager knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this Agreement.

19.8 Notice. Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery or delivered at a Village Council meeting. Notice shall be sent as follows:

For the Village:

Honorable Mayor Claudia Cubillos
Village of El Portal
500 N.E. 87th Street
El Portal, Florida 33188-3517

For the Village Manager:

Christia E. Alou

Copy to:

Joseph S. Geller
Village Attorney
GREENSPOON MARDER, P.A.
200 East Broward Blvd
Fort Lauderdale, Florida 33301
Or to their successors.

IN WITNESS WHEREOF, the Village, by signature of the Mayor, as authorized by Section 2.02 (a) of the Village Charter, and Village Manager have signed and executed this Agreement the day and year first above written,

Claudia Cubillos, Mayor

Christia E. Alou, (Employee)

Village of El Portal

Attest:

Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:

Joseph S. Geller
Greenspoon Marder, P.A.
Village Attorneys

1st Reading: January 23, 2018

2nd Reading: _____

Adopted: _____

Effective Date: _____

ORDINANCE NO. 2018-01

CODE OF ORDINANCES: LAND DEVELOPMENT AMENDMENTS

AN ORDINANCE OF THE VILLAGE OF EL PORTAL, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 5, APPENDIX - PERMIT FEE SCHEDULE, ZONING FEES, IN ORDER TO AMEND THE ZONING FEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of El Portal has established Zoning fees in Chapter 5 of the Code of Ordinances; and,

WHEREAS, these fees have not been updated in many years, and currently are some of the lowest municipal permitting fees in Miami-Dade County; and,

WHEREAS, with an increase in interest in new development and new investments in existing buildings in El Portal, the Village requested that Planning and Zoning staff revisit the existing permit fee schedule and bring these permit fees up to date, to be more in line with other municipalities in Miami-Dade County; and,

WHEREAS, text amendments to the Appendix to Chapter 5, Permit Fee Schedule, Zoning Fees are necessary to implement the changes in these permit fees.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA:

SECTION 1. The foregoing “**WHEREAS**” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. The Code of Ordinances of the Village of El Portal is hereby amended to read as set forth in “Exhibit A” to this ordinance.

SECTION 3. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

SECTION 5. It is the intention of the Village Council that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, as amended, and known as the "Code of Ordinances" of the Village of El Portal, Florida, which provisions may be renumbered or re-lettered and the word ordinance be changed to "section", "article", or other appropriate word to accomplish such intention.

SECTION 6. If the Official Code of Ordinances of the Village of El Portal Tables of Contents or other reference portions is affected by these provisions, then changes are approved as a part of this Ordinance.

SECTION 7. This Ordinance shall take effect immediately upon passage at Second Reading.

PASSED on first reading _____, 2018

Claudia Cubillos, Mayor

ATTEST: _____
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:
Greenspoon Marder, LLP, Village Attorneys

By: _____
Joseph S. Geller, Esq.

Moved by: _____

Seconded by: _____

Vote:

Councilperson Dreher: _____ (Yes) _____ (No)

Councilperson Roman: _____ (Yes) _____ (No)

Councilperson Mathis: _____ (Yes) _____ (No)

Vice Mayor Nickerson.: _____ (Yes) _____ (No)

Mayor Cubillos: _____ (Yes) _____ (No)

“EXHIBIT A”

Chapter 5 - BUILDING AND BUILDING REGULATIONS

APPENDIX TO CHAPTER 5 - PERMIT FEE SCHEDULE

ZONING FEES

Section 1. Schedule of Requests; Fees.

Type of Request	Filing Fee
Variances	
Single family	\$200.00
Multifamily/commercial	600.00
Use exception	600.00
Signs	200.00
Single family residential	
Alteration to existing residence	200.00
New structure	300.00
Accessory building	100.00
Over 200 square feet	100.00
Fence	100.00
Swimming pool	100.00
Docks	100.00
Plus, per slip	50.00
Carport, awnings	500.00

*Amendments to the Code of Ordinances are indicated with deletions indicated by ~~striethrough~~, and insertions by underline.

<u>Type of Request</u>	<u>Filing Fee</u>
<u>Zoning Change</u>	
<u>Zoning Change Non Residential</u>	<u>\$0.75 p/ lot sf w/ min</u> <u>. \$350 max. \$10,000</u>
<u>Code Text Amendment</u>	<u>\$10,000</u>
<u>Variances Residential</u>	<u>\$500</u>
<u>Variances Non Residential</u>	<u>\$2,000</u>
<u>Site Plan Review</u>	<u>\$0.1 p/ lot sf w/ min. \$350.00</u> <u>max. \$5,000.00</u>
<u>Special Exception</u>	<u>\$3,500</u>
<u>Comprehensive Plan Changes</u>	<u><5AC=\$11,000</u> <u><10AC=\$22,000</u> <u>>10AC=\$44,000</u>
<u>Temporary Use Permits</u>	<u>\$1,500</u>
<u>Administrative Appeals</u>	<u>\$1,500</u>
<u>Signs</u>	<u>\$450</u>
<u>Fences</u>	<u>\$300</u>
<u>Right of Way Vacation</u>	<u>\$8,500</u>
<u>Single-family Alterations, Driveways, Pools, Additions</u>	<u>\$0.1 p/ lot sf w/ min. \$350.00</u> <u>max. \$5,000.00</u>

** Additional Fees may apply as per Sec. 17-52 - Cost Recovery*

** Processes not listed will be billed as per Sec. 17-52 - Cost Recovery*

~~Multifamily residential development and commercial development. Fees are based on the number of units or size of building in square feet, whichever cost is greater, as follows):~~

~~Basic fee.....\$500.00~~

~~(If in violation -1,500.00)~~

~~Plus site plan review -1,000.00~~

~~and formula fee, as outlined below~~

*Amendments to the Code of Ordinances are indicated with deletions indicated by ~~strikethrough~~, and insertions by underline.

Size of Building* (square feet)	Fee
Under 400 feet	\$ 200.00
400 — 5,999	400.00
6,000 — 11,999	600.00
12,000 — 19,999	800.00
20,000 — 27,999	1,000.00
28,000 — 37,999	1,200.00
38,000 — 47,999	1,400.00
48,000 — 59,999	1,600.00
60,000 — 71,999	1,800.00
72,000 — 85,999	2,000.00
86,000 — 99,999	2,200.00
100,000 — 174,999	2,400.00
175,000 — 249,999	2,600.00
250,000 — 349,999	2,800.00
350,000 — 499,999	3,000.00
500,000 and over	3,200.00

*Applied where applicable

*Amendments to the Code of Ordinances are indicated with deletions indicated by ~~strikethrough~~, and insertions by underline.

Number of Units*	Fee
1-14	\$ 200.00
15-29	400.00
30-49	600.00
50-69	800.00
70-94	1,000.00
95-119	1,200.00
120-149	1,400.00
150-179	1,600.00
180-214	1,800.00
215-249	2,000.00
250-324	2,200.00
325-449	2,400.00
450-699	2,600.00
700-999	2,800.00
1,000 and over	3,000.00

**Applied where applicable*

1st Reading : March 5, 2017

2nd Reading/Public Hearing

Adopted:

Effective Date:

ORDINANCE NO.: 2018-02

AN ORDINANCE OF THE VILLAGE OF EL PORTAL, FLORIDA, TO AMEND SEC. 6-4 OF THE CODE OF ORDINANCES RELATING TO CANDIDATES' QUALIFYING PERIOD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Supervisor of Elections of Miami-Dade Election County has requested that qualification of candidates for the municipal elections that will be held in November 2018, be changed on the calendar, and the Village Council desires that such qualification period be held from noon on August 13, 2018, through noon on August 24, 2018, in order to meet the Supervisor's obligations under law for preparation of the ballot and of the voting equipment.

WHEREAS, the Village Council wishes to comply with the request of the Miami Dade County Supervisor of Elections; and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA:

Section 1. RECITALS ADOPTED. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. AMENDMENT. Sec. 6-4 of the Code of Ordinance of the Village of El Portal is hereby amended to read as follows:

Those persons desiring to have their names placed upon the voting machines as candidates for the position of village mayor or councilperson shall, between noon on August 13, 2018, through noon on August 24, 2018, prior to election, obtain from and file with the village clerk a petition signed by 15 qualified electors of the village, and such petition shall be accompanied by a qualifying fee of \$1.00 and a state assessment fee of sixty-seven dollars and fifty cents (\$67.50), which is 1.5 percent of the annual salary of \$4,500.00, which shall be paid into the treasury of the village. The petition shall be in substantially the following form:

PETITION

I, _____ residing at _____ am a candidate for the office of Councilperson, Seat _____ of the Village of El Portal, Florida for the General Election for said office to be held on _____.

ENDORSEMENTS

At least fifteen (15) qualified voters of El Portal must sign petition.

TABLE INSET:

PRINTED NAME & DATE	OFFICIAL SIGNATURE WITHIN BOX	ADDRESS	DATE OF BIRTH OR REGISTRATION #
1) Date:			
2) Date:			
3) Date:			
4) Date:			
5) Date:			

The undersigned herein states that s/he circulated the above petition and that the signatures are the originals of the person named and signed, in person before her/him.

Date: _____ / _____ / _____ Circulator's signature: _____

VILLAGE USE ONLY

Petition received and filed this _____ of _____, _____ at _____ o'clock, in office of the Village Clerk, 500 NE 87th Street, El Portal, Florida 33138, along with one dollar (1.00) qualifying fee and the sixty-seven dollars and fifty cents (\$67.50), state assessment fee, paid to the Village of El Portal.

Section 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. SEVERABILITY. . If any portion, section, phrase or clause of this ordinance is held to be invalid by a court of competent jurisdiction, such ruling shall not affect the validity of the remainder of this Ordinance.

Section 5. CODIFICATION. This ordinance shall be codified in the Code of Ordinances when the code is recodify.

Section 6. EFFECTIVE DATE. This ordinance shall be effective immediately upon passage by the Village Council on second reading

PASSED AND ADOPTED on First Reading this ____ day of _____, 2018.

Claudia Cubillos, Mayor

Approved as to form and legal sufficiency:
Greenspoon Marder, PA, Village Attorneys

Attest: _____
Yenise Jacobi, Village Clerk

By: _____
Joseph S. Geller, Esq.

Vote:	
Councilperson Mathis:	____(Yes) ____ (No)
Councilperson Dreher:	____(Yes) ____ (No)
Councilperson Roman	____(Yes) ____ (No)
Vice Mayor Nickerson.:	____(Yes) ____ (No)
Mayor Cubillos:	____(Yes) ____ (No)

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Ordinance No.: 2018-02 adopted on the ____ day of _____, 2018, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this ____ day of _____, 2018.

Yenise Jacobi
Village Clerk

November 16, 2017

Proposal No. 1705919

Christia Alou, Interim Village Manager

Village of El Portal
500 NE 87th Street
El Portal, Florida 33138

Re: Supplemental Agreement to Provide Sewer Project Phase 1 Supplemental Funding Opportunity Negotiation Assistance and Agency Coordination

Dear Ms. Alou:

In accordance with your request, we are pleased to submit two (2) sets of this Supplemental Agreement to provide the Village with consulting engineering services on this Project. This Supplemental Agreement describes our scope of services to assist the Village with pursuit of supplemental grant funding opportunities for septic system abandonments/service connections and cost sharing opportunities with Miami-Dade County.

Upon review and approval, please sign and return one (1) executed copy of this Agreement to our office.

Please call us if you have any questions. We sincerely appreciate the opportunity to serve the Village of El Portal with this important Project.

Sincerely,
PENNONI ASSOCIATES, INC.



Steven L. Elias, PE.
Division Manager



Roger L. Homann
Project Manager

PROPOSAL NO. 1705919

SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT

Sewer Project Phase 1 Supplemental Funding Opportunity Negotiation Assistance and Agency Coordination

By and Between

VILLAGE OF EL PORTAL - and - PENNONI ASSOCIATES, INC.

- 1.0 GENERAL:** This is a Supplemental Agreement to the Master Agreement between PENNONI ASSOCIATES, INC. (Pennoni or Engineer) and the VILLAGE OF EL PORTAL (Village or Owner) for professional services. Except as provided for herein, the provisions of the Master Agreement between Village and Engineer dated May 23, 2017 shall apply to this Supplemental Agreement.
- 2.0 EMPLOYMENT:** The Village hereby retains the professional engineering services of Engineer. Village and Engineer, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services by Engineer and the payment for those services by Village as set forth herein.
- 3.0 PROJECT DESCRIPTION AND PURPOSE:** The Village desires to construct a wastewater collection system to serve residents within the Village. Treatment and disposal of the collected wastewater will be provided by Miami-Dade Utilities. Pennoni has assisted the Village with applying for Clean Water State Revolving Fund (CWSRF) grant/loan funding from the Florida Department of Environmental Protection (FDEP) for design and permitting of the proposed Project. A Wastewater Facilities Plan describing the Project has also been prepared and has been submitted to the FDEP. The Wastewater Facilities Plan describes a wastewater collection system to serve the entire Village and also defines the first phase (Phase 1) the Village desires to construct. CWSRF grant/loan funding for design and permitting of Phase 1 of the Project (80 percent grant/20 percent low interest loan) was approved at the FDEP funding hearing conducted on 9 August 2017.

The Village desires to pursue supplemental funding opportunities/partnerships to help make the wastewater collection system more affordable to Village residents. This includes pursuit of potential grant funding opportunities for abandonment of septic systems at private residences/businesses and construction of sewer connections on private property (cost items eligible for funding via the CWSRF grant/loan). Additional research is also needed to determine septic system abandonment requirements. In addition, the Village desires to pursue cost sharing opportunities with Miami-Dade County (County) for the Village's 20 percent low interest loan portion of the Phase 1 sewer system Project cost. The Village must also coordinate with County staff to accomplish multiple utility start-up matters (billing, maintenance, rates, ordinances, etc.). The Village desires to retain Pennoni to assist with these tasks.

- 4.0 SCOPE OF SERVICES:** Pennoni will provide, or obtain from others, professional engineering design services for this Project. Pennoni's services will include serving as the Village's engineering representative for the Project and providing customary professional civil engineering and consulting services. Pennoni makes no warranties, express or implied, under this Agreement or otherwise, in connection with Pennoni's services.

Pennoni will assist City staff with the following tasks for the proposed sanitary sewer system Project:

- Research of potential septic tank abandonment and sewer service line funding opportunities
- Coordination with grant funding entities and preparation of funding application(s) for potential septic tank abandonment and sewer service line grants

- Negotiation assistance with County Commission and staff to pursue funding assistance/cost sharing for the Village's 20 percent loan portion of the Phase 1 sewer system cost
- Research and discussions with County staff concerning the technical and permitting requirements for septic system abandonments
- General assistance to clarify sewer utility start-up matters (billing, maintenance, rates, ordinance(s), utility infrastructure ownership, etc.) which the Village will lead and accomplish as applicable

5.0 VILLAGE'S RESPONSIBILITIES: The Village will assume the following responsibilities in order to assist the Engineer in the timely and proper completion of its professional services.

- 5.1 Designate the Village Manager as the Village's representative with respect to the services to be rendered under this Agreement, and grant the Village Manager complete authority to transmit instructions, receive information, and interpret and define Village's policies and decisions with respect to Pennoni's services for this Project
- 5.2 Promptly review all of Pennoni's submittals and comment
- 5.3 Promptly review, comment on, and respond to Pennoni's questions
- 5.4 Give prompt written notice to Engineer whenever Village becomes aware of any problem with the Engineer's work, any development that affects the scope of timing of Engineer's services, or any defect or non-conformance in the work of any person
- 5.5 Help coordinate and attend meetings with County and other staff as needed for the pursuits described herein
- 5.6 Provide legal assistance for the drafting of cost sharing agreements and review of supplemental funding agreements
- 5.7 Assist with funding application efforts

6.0 EXCLUDED SERVICES: Services not included in this Agreement (Additional Services) include, but are not limited to the following:

- 6.1 Drafting of any cost sharing agreements with various entities
- 6.2 All other services not explicitly described in Section 4.0

7.0 PENNONI'S COMPENSATION

- 7.1 Pennoni's Not-to-Exceed fee, excluding reimbursable costs, to provide the services described in Section 4.0 is \$10,000.
- 7.2 Reimbursable costs incurred regarding the Project will be itemized and included in our monthly invoices in accordance with our Schedule of Hourly Rates and Reimbursable Costs defined in our Village Master Agreement.
- 7.3 If the Client elects to expand the Scope of Work to include work tasks not covered in this Supplemental Agreement or beyond the fee herein, upon written request, Pennoni will perform the requested Additional Services based on: (A) A mutually agreed upon fixed fee; or (B) The time we spend and the costs we incur to perform the work in accordance with our Village-approved Schedule of Hourly Rates and Reimbursable Costs.

8.0 OTHER MATTERS

8.1 Pennoni Associates Inc. General Terms and Conditions in accordance with our Master Agreement are applicable to this Project.

8.2 All information provided to Pennoni by the Village will be used without independent review or verification.

9.0 PAYMENT TO ENGINEER: Pennoni will submit statements to the Village for services rendered and for reimbursable expenses incurred. The Village will make prompt payment in response to Engineer's statements in accordance with the Master Agreement.

IN WITNESS WHEREOF, the Village and Pennoni have executed this Agreement in duplicate as of the date given below.

PENNONI ASSOCIATES, INC.



Beth L. Evans, AICP, LEED AP
Office Director

11/17/17

Date

VILLAGE OF EL PORTAL, FLORIDA

Village Manager

Date

RESOLUTION -----

A RESOLUTION OF THE VILLAGE OF EL PORTAL, FLORIDA RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SMALL COMMUNITY STORMWATER FACILITIES GRANT AND/OR STATE REVOLVING FUND PROGRAM; ADOPTING THE VILLAGE OF EL PORTAL STORMWATER FACILITIES PLAN FOR STORMWATER IMPROVEMENT PROJECT AND CAPITAL FINANCING PLAN DATED _____ 2018; AUTHORIZING SUBMISSION OF THE PLAN TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP); DESIGNATING THE AUTHORIZED REPRESENTATIVE; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the Village of El Portal determined that the projects recommended in the Village of El Portal Stormwater Facilities Plan for Stormwater Improvement Project are in the best interest of its citizens; and

Whereas, the Village of El Portal may seek funding from the Florida Department of Environmental Protection (FDEP) under its Small Community Wastewater Facilities Grant Program (SCWFGP) and/or State Revolving Fund (SRF) Program to fund the subject improvements to benefit Village of El Portal citizens; and

Whereas, Village Staff has requested that the Village Council approve the Village of El Portal Stormwater Facilities Plan for Stormwater Improvement Project and Capital Financing Plan in accordance with FDEP requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA:

1. The Village of El Portal hereby adopts the Village of El Portal Stormwater Facilities Plan for Stormwater Improvement Project and Capital Financing Plan.
2. The Village Council hereby authorizes the submission of this Plan to the Florida Department of Environmental Protection.
3. The Village of El Portal designates the Village Manager as the Authorized Representative to carry out the responsibilities under the SCWFGP/SRF Program and to delegate authority and responsibility to staff to carry out all activities to accomplish the goals of the Program.
4. This resolution shall become effective immediately upon adoption.

INTRODUCED AND PASSED by the Village Council of the Village of El Portal, Florida, in Regular Session, on this _____ day of _____, 2018.

**VILLAGE OF EL PORTAL, FLORIDA
VILLAGE COUNCIL**

Mayor

ATTEST:

Village Clerk

APPROVED AS TO FORM:

Village Attorney

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

VILLAGE OF EL PORTAL, FLORIDA

**CLEAN WATER STATE REVOLVING FUND
PLANNING LOAN AGREEMENT
SW1320L0**

DRAFT COPY

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT

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CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT

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**CLEAN WATER STATE REVOLVING FUND
PLANNING LOAN AGREEMENT
SW1320L0**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the VILLAGE OF EL PORTAL, FLORIDA, (Local Government) existing as a local governmental agency under the laws of the State of Florida.

RECITALS

Pursuant to Section 403.1835, Florida Statutes, and Chapter 62-503, Laws of Florida, the Department is authorized to make loans to local governmental agencies to finance the planning of wastewater pollution control facilities; and

The Local Government has made application for the financing of Planning Activities, and the Department has determined that all requirements for a loan have been met.

AGREEMENT

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this agreement.
- (2) "Authorized Representative" shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) "Citizens' Independent Transportation Trust" shall mean twenty percent of Miami-Dade's one-half percent surtax proceeds that are distributed annually to El Portal.
- (5) "Construction Related Costs" shall mean costs for Project construction, equipment, materials, demolition, contingency, legal and technical services incurred after construction bid opening, and Capitalized Interest associated with the foregoing costs.
- (6) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or

savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(7) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(8) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(9) "Gross Revenues" shall mean all income or earnings received by the Local Government from the ownership or operation of its Stormwater System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Stormwater System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Stormwater System.

(10) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(11) "Loan Application" shall mean the completed form which provides all information required to support obtaining loan financial assistance from the Department.

(12) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(13) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Local Government.

(14) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(15) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Stormwater System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(16) "Planning Activities" shall mean the planning or administrative work necessary for the Local Government to qualify for Clean Water State Revolving Fund financing for construction of wastewater transmission, collection, reuse, and treatment facilities.

(17) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Citizens Independent Transportation Trust Fund Gross

Revenues derived yearly from Miami-Dade County's Surtax after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(18) "Project" shall mean the construction of facilities planned through Planning Activities. The Project shall be defined more specifically if the Agreement is amended.

(19) "Semiannual Loan Payment" shall mean the payment due from the Local Government to the Department at six-month intervals.

(20) "Stormwater System" shall mean all devices and facilities owned by the Local Government for the collection, transmission, detention, retention, treatment, and management of stormwater.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) The Local Government knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Local Government shall undertake Planning Activities and the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection

with the Local Government's actions or omissions in its planning or administrative activities financed by this Loan or in its operation of Project facilities.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action as is necessary for compliance.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Stormwater System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Stormwater System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues; or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Government agrees to complete the Planning Activities and, if included by an amendment to this Agreement, the Project, in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. However, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Local Government covenants that this Agreement is entered into for the purpose of completing planning or administrative activities in order to construct facilities which will, in all events, serve a public purpose.

(13) The Local Government shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government’s legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$175,000	140131

(2) Audits.

(a) In the event that the Local Government expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Local Government, the Local Government must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Government shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate

entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Government shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Government expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the \$750,000 threshold has not been met. In the event that the Local Government expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Government's resources obtained from other than State entities).

(d) The Local Government is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Government should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen>.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Government directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Government directly to the Department at either of the following address:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the final amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the final amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The Local Government will ensure that any subcontracts issued under this Agreement will impose this requirement in writing.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth in Section 10.07 unless the date is revised by amendment of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROGRAM INFORMATION

4.01. RESERVED

4.02. RESERVED

4.03. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Stormwater System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.04. COMPLETION MONEYS.

In addition to the proceeds of this or subsequent Loans, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Planning Activities.

4.05. CLOSE-OUT.

After the Department establishes the final Planning Activities costs to be financed by the Loan, the amount may be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay the approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.06. LOAN DISBURSEMENTS.

This Agreement allows for funds to be advanced to the Local Government for allowable invoiced costs, under the provisions of 216.181, Florida Statutes. Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Local Government for reimbursement of the incurred Planning costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. Proof of payment will be required with the following disbursement request.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received.

(3) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Local Government for disbursements of the Planning funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-503.751, Florida Administrative Code, has been provided.

4.07. ADVANCE PAYMENT.

The Department, upon written request from the Local Government, the Advance Payment Justification Form and written approval from the State's Chief Financial Officer, if applicable, may provide an advance to the Local Government, in accordance with Section 216.181(16)(b), Florida Statutes. The Local Government must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter, or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds that have not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Local Government shall

be notified, in writing, by the Department regarding the additional requirements. Prior to releasing any advanced funds, the Local Government shall be required to provide a written acknowledgement to the Department of the Local Government's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.

If advance payment is authorized, the Local Government shall be responsible for submitting the information requested in the Interest Earned Memorandum to the Department quarterly.

ARTICLE V - RATES AND USE OF THE STORMWATER SYSTEM

5.01. RATE COVERAGE.

The Local Government shall establish, maintain, and collect the Citizens' Independent Transportation Trust which will be sufficient to provide, in each Fiscal Year, Pledge Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Government shall satisfy the requirements of any other debt obligations.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Stormwater System without making a charge based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Stormwater System so as to materially and adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE STORMWATER SYSTEM.

The Local Government shall operate and maintain the Stormwater System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Stormwater System which it deems desirable and which do not materially reduce the operational integrity of any part of the Stormwater System. All such renewals, replacements, additions, modifications and improvements shall become part of the Stormwater System.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Stormwater

System for the amount of all delinquent rates, fees and other charges where such action is permitted by law.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Each of the following events is hereby declared an event of default:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsections 6.01(1) and (7), failure to comply with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement and such failure shall continue for a period of 60 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Stormwater System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Stormwater System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Failure of the Local Government to give immediate written notice of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

Upon an event of default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Stormwater System, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Stormwater System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Stormwater System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on Loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate for a default under Subsection 6.01(1).

6.03. DELAY AND WAIVER.

No delay or omission by the Department to exercise any right or power accruing upon an event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, on equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to

Section 7.02. Any of the Pledged Revenues may be released from the lien on such Pledged Revenues in favor of the Department if the Department makes a determination, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Stormwater System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If, at any time, the Local Government shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the final amendment date.

8.03. ACCESS TO WORK SITE.

The Local Government shall provide access to offices and other sites where Planning Activities or Project work (if financed by this Loan) is ongoing, or has been performed, to authorized representatives of the Department at any reasonable time. The Local Government

shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). A final amendment establishing the final costs financed by this Loan and the actual Loan Service Fee shall be completed after the Department's final inspection of relevant documents and records.

8.06. ANNULMENT OF AGREEMENT.

The Department may unilaterally annul this Agreement if the Local Government has not drawn any of the Loan proceeds within eighteen months after the effective date of this Agreement. If the Department unilaterally annuls this Agreement, the Department will provide written notification to the Local Government.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. USE AS MATCHING FUNDS.

The EPA has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

8.09. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this

Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850) 245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

8.10. SCRUTINIZED COMPANIES.

The Local Government certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Local Government agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.11. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

- (1) The Local Government abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is

charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

ARTICLE IX - RESERVED

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The principal amount of the Loan is \$176,000, which includes \$175,000 to be disbursed to the Local Government and \$1,000 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishment of the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as \$3,500 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$175,000. The fee shall be revised with any increase or decrease amendment. The Loan Service Fee shall be based on actual Project costs and will be assessed in the final Loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayments following the final amendment.

Capitalized Interest is computed on the assessed Loan Service Fee at the Financing Rate, or rates and included in the final amendment. It accrues and is compounded annually from the final amendment date until six months before the first Semiannual Loan Payment is due. A service fee assessed in a final amendment occurring later than six months before the first Semiannual Loan Payment date would not accrue Capitalized Interest charges.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 1.16 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0.58 percent per annum and the Grant Allocation Assessment rate is 0.58 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before April 1, 2018, the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan shall be repaid in 40 Semiannual Loan Payments.

10.05. REPAYMENT SCHEDULE.

The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the final amendment. The Loan principal and Semiannual Loan Payment amounts may be revised by amendment of the Agreement. After the final disbursement of Loan proceeds, the Loan principal will be adjusted to reflect the actual dates and amounts of disbursements. Accordingly, the Semiannual Loan Payment amount shall be adjusted, taking into consideration any previous payments.

Until the principal amount of the Loan is amended, the Semiannual Loan Payment shall be in the amount of \$5,041. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which principal includes Capitalized Interest. Interest (at the Financing Rate) shall also be computed on the unpaid balance of the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Unless repayment is deferred by an amendment to this Agreement, Semiannual Loan Payments shall be received by the Department beginning on September 15, 2019 and semiannually thereafter on March 15 and September 15 of each year until all amounts due have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$179,500, which consists of the Loan principal plus the estimated Loan Service Fee.

10.06. PROJECT RELATED COSTS.

The Local Government and the Department acknowledge that actual Project costs and Planning Activities costs have not been determined as of the effective date of this Agreement. An adjustment to the Planning Activities cost may be made based on engineering bid prices. Failure to provide information for preparation of the Environmental Information Document prior to the date specified in Section 10.07 may cause adjustment of the Planning Activities costs. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final amount shall be established in the final amendment. Changes in the Planning Activities or Project costs may also occur as a result of the Local Government's audit or the Department's audit.

The Local Government agrees to the following estimates of the Planning Activities and related costs:

<u>CATEGORY</u>	<u>COST(\$)</u>
Planning Activities costs	176,000
Capitalized Interest	1,000
TOTAL (Loan Principal Amount)	176,000

10.07. SCHEDULE.

All Planning Activities shall be completed no later than the date set forth below.

(1) Invoices submitted for work performed on or after August 9, 2017 may be eligible for reimbursement.

(2) Completion of all Planning Activities for all Project facilities proposed for loan funding no later than September 15, 2018.

(3) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than March 15, 2019.

(4) The first Semiannual Loan Payment in the amount of \$5,041 shall be due September 15, 2019.

10.08. SPECIAL CONDITION.

Prior to any funds being released, the (Local Government) shall submit the following:

(1) A Legal Opinion addressing the availability of Pledged Revenues, the right to increase rates, and subordination of the pledge; and

(2) A signed contract between the engineering consulting firm and the Local Government with specific details of the planning and specialized studies work to be completed.

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement SW1320L0 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
VILLAGE OF EL PORTAL

Village Manager

Attest:

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

SEAL _____
Village Clerk

Village Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date



Water and Sewer
PO Box 330316 • 3575 S. Lejeune Road
Miami, Florida 33233-0316
T 786-268-5360 F 786-268-5150

February 14, 2018

Village of el Portal
500 NE 87 Street
El Portal, Florida 33138

Re: Sewer Agreement for Village of el Portal Septic to Gravity Sewer System Conversion, ID# 23824.

Ladies and Gentlemen:

We are pleased to enclose the water and sewer document for **Village of el Portal Septic to Gravity Sewer System Conversion, ID# 23824**. Please note the County's offer of those terms and conditions contained in the document shall expire sixty (60) days from the date of this letter.

If the document is satisfactory, please print 2 sets for execution and return to us with 1 original opinion of title using our format enclosed and \$171.50 recording fee, and, in addition, any amounts due with the execution of the document as specified in the document. Please note the legal description on the Opinion of Title should match the legal description initially submitted to the Department for the agreement preparation. Failure of the legal descriptions to match will result in time delays for your project. The documents shall not be binding upon either party until executed by the Department on behalf of the County and all monies due are received. When completed executed by the Department, we will forward one (1) fully executed copy for your files.

This instrument was prepared using the information provided to us by the property owner and/or its agent.

If you have any questions regarding this matter, please contact me at (786) 268-5209.

Very truly yours,

*Exp. 4/16/2018
Sent VIA email*

Denise Chung
Utility Development Division

Enclosures

ID# 23824_VILLAGE OF EL PORTAL SEPTIC TO GRAVITY SEWER SYSTEM CONVERSION

*NOTE: The title search period for this original Opinion must cover the time period to within 30 days prior to submittal of signed water and sewer agreements, addendum, indemnification and Hold Harmless Agreement or an assignment. FOR WARRANTY DEEDS, EASEMENTS, COVENANTS AND UNITIES OF TITLE, THE OPINION MUST COVER THE TIME PERIOD THROUGH THE DATE OF EXECUTION OF THE DEED, EASEMENT, COVENANT OR UNITY.

The opinion for all LLC agreements and N.V. property owner corporations must state that the person(s) signing the agreement or legal document has the legal power and authority to sign on behalf of and bind the entity.

**MIAMI-DADE COUNTY
MIAMI-DADE WATER AND SEWER DEPARTMENT
OPINION OF TITLE**

To: MIAMI DADE COUNTY, a political subdivision of the State of Florida.

With the understanding that this original opinion of Title is furnished to MIAMI-DADE COUNTY, FLORIDA, as an inducement for execution of an agreement covering the real property hereinafter described or for acceptance of a warranty deed, easement, covenant or unity of title, as applicable, it is hereby certified that I (we) have examined the complete Abstract of Title or Title Policy Number _____ issued by _____, dated _____ and the following: _____, covering the period from the BEGINNING to _____ A.D. _____, 2018 at _____ am/pm inclusive, of the following described real property:

(Legal description as it appears in agreement or legal document)

The project site is entirely within the jurisdictional boundaries of the Village of El Portal.

Basing my (our) opinion on said complete abstract or title policy covering said period I (we) am (are) of the opinion that on the last mentioned date the fee simple title to the above described real property was vested in: **VILLAGE OF EL PORTAL, A Florida Municipal Corporation.**

Subject to the following liens, encumbrances and other exceptions:

GENERAL EXCEPTIONS

1. All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid.
2. Rights of persons other than the above owners who are in possession.
3. Facts that would be disclosed upon accurate survey.
4. Any unrecorded labor, mechanics or materialmen's liens.
5. Zoning and other restrictions imposed by governmental authority

SPECIAL EXCEPTIONS

- No special exceptions exist
- Special exceptions (indicate details on separate sheet)

None of the exceptions listed above will restrict the use of the property for the purposes set forth in the water and sewer agreement, assignment, warranty deed, easement, covenant and unity of title, as applicable.

I, the undersigned, further certify that I am an attorney at law duly admitted to practice law in the State of Florida, and am a member in good standing of the Florida Bar.

Respectfully submitted this _____ day of _____, 2018

Print Name

Firm Name

Signature

Address

Florida Bar Number

Phone Number

**VILLAGE OF EL PORTAL SEPTIC TO GRAVITY
SEWER SYSTEM CONVERSION, ID# 23824**

**AGREEMENT
FOR
SANITARY SEWER FACILITIES
BETWEEN
MIAMI-DADE COUNTY
AND
VILLAGE OF EL PORTAL**

This instrument prepared by:

**Douglas Pile, Esq.
New Business Contracting Officer
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221**

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#171.50

**VILLAGE OF EL PORTAL SEPTIC TO GRAVITY
SEWER SYSTEM CONVERSION, ID# 23824**

THIS AGREEMENT, made and entered into at Miami-Dade County, Florida, this _____ day of _____, 2018, by and between **Miami-Dade County**, a political subdivision of the State of Florida, hereinafter designated as the "**COUNTY**", whose mailing address is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316, and the **VILLAGE OF EL PORTAL**, a Florida municipal corporation, hereinafter designated as the "**VILLAGE**", whose mailing address is: 500 N.E. 87 Street, El Portal, Florida 33138.

W I T N E S S E T H:

WHEREAS, the **VILLAGE** desires sewer service to be rendered to property under the jurisdiction of the **VILLAGE**, and

WHEREAS, the **Miami-Dade Water and Sewer Department**, hereinafter designated as the "**DEPARTMENT**", operates the sewer system owned by the **COUNTY**.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties hereto to be made and performed and in consideration of the benefits to accrue to each of the respective parties, it is covenanted and agreed to as follows:

1. **VILLAGE'S PROPERTY.** The **VILLAGE** has municipal jurisdiction over a certain tract of land in Miami-Dade County, Florida, which is legally described in **Exhibit "A"** attached hereto and made a part hereof, hereinafter sometimes described as the "**VILLAGE'S** property". The **VILLAGE** has requested that the **DEPARTMENT** render sewer service to the **VILLAGE'S** property and the **COUNTY** agrees to do so subject to the terms, covenants and conditions contained herein.

2. **WAIVER.** No delay or failure to exercise a right under this Agreement or any other Agreement shall impair or shall be construed to be a waiver thereof. No waiver or indulgence of any breach of this Agreement or series of breaches shall be deemed or construed as a waiver of any other breach of same or as voiding or altering any other obligation of the parties under this Agreement or any other Agreement. No order or directive given by the **COUNTY** or its agents shall be considered as waiving any portion of this Agreement unless done in writing by a person having actual authority to grant such waiver.

3. **VILLAGE ACKNOWLEDGMENT.** The **VILLAGE** hereby acknowledges and agrees that any right to connect the **VILLAGE'S** property to the **COUNTY'S** sewer system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the **COUNTY** and the United States, the State of Florida and/or any other governmental entity, including but not limited to, the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

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4. **PROVISION OF SERVICE AND CONNECTION CHARGES.** The **COUNTY** will dispose of sanitary sewage from the **VILLAGE 'S** property. The **VILLAGE** shall pay sewer connection charges for all the existing development within the **VILLAGE 'S** property subject to the limitations specified herein. The **VILLAGE** acknowledges that, to the extent that water or sewer service will ultimately be rendered to the **VILLAGE 'S** property by a volume customer, the **VILLAGE** is a new retail user provided water or sewer service from a volume customer, and acknowledges that it is responsible for payment of connection charges; however, in the event that water or sewer service is provided directly by the **COUNTY**, the **VILLAGE** acknowledges that it is a new retail customer of the **COUNTY** and accordingly also liable for payment of connection charges. The **VILLAGE** may be considered both a new retail customer and a new retail user provided service by a volume customer in the event that the **COUNTY** provides water service to the **VILLAGE'S** property and a volume customer provides sewer service, or vice-versa. The connection charges are based on the average daily gallons for the various building units and/or use as shown on **Exhibit "B"** attached hereto and made a part hereof, and as revised by the **COUNTY** from time to time, multiplied by the applicable rates established by the **COUNTY**. The **VILLAGE** intends to connect to the **COUNTY'S** sewer system forty (40) duplexes, sixty-nine (69) apartments, fourteen thousand two hundred seventy-four (14,274) square feet of office building, one hundred nine thousand four hundred thirty-six (109,436) square feet of school, twenty-eight thousand nine hundred forty-seven (28,947) square feet of house of worship, six hundred ninety-one (691) single-family residences (under 3,001 square feet), and ten (10) single-family residences (3,001 – 5,000 square feet), currently connected to the **COUNTY'S** water system and septic, representing an agreed total average daily gallonage of one hundred ninety-six thousand seven hundred eleven (196,711) gallons of sewer only, resulting in sewer connection charges in the amount of one million one hundred one thousand five hundred eighty-one dollars and sixty cents (\$1,101,581.60). However, sewer connection charges shall be calculated at the rates in effect at the time of actual connection to the **COUNTY'S** sewer system. The **DEPARTMENT'S** current connection charge rate is five dollars and sixty cents (\$5.60) per gallon per day for sewer. The sewer connection charge rate is subject to revision by the Board of County Commissioners at any time. The **VILLAGE** shall pay fees and/or charges specified herein at the time of issuance of Verifications Form(s). In accordance with **Chapter 1013, Florida Statutes**, public educational facilities are exempt from the **COUNTY'S** sewer connection charges. The **DEPARTMENT** shall not, under any circumstances, render sewer service to the **VILLAGE'S** property until such time as the fees and/or charges specified herein have been paid in full.

5. **OTHER USES ON THE PROPERTY.** If the **VILLAGE** constructs buildings other than those outlined in paragraph 4 above, or otherwise changes the use of structures built such that paragraph 4 is no longer an accurate description of the uses at the **VILLAGE'S** property, the **COUNTY** shall determine if additional capacity is needed, as calculated using **Exhibit "B"** attached hereto and as revised by the **COUNTY** from time to time. If additional capacity is required, connection charges, computed at prevailing rates, capacity allocation, if available, and construction connection charges, if any, shall be required to be paid by the **VILLAGE**. If requested by the **DEPARTMENT**, the **VILLAGE** shall provide the **COUNTY** a list of all tenants and building units and/or use prior to the rendition of sewer service by the **COUNTY** for the **VILLAGE'S** property.

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6. **POINTS OF CONNECTION.** The **DEPARTMENT** shall provide points of connection to the **VILLAGE** based on the project as specified in the Agreement. The **VILLAGE** shall provide plans for the **DEPARTMENT'S** review based on the points of connection. Points of connection shall not be changed without prior approval by the **DEPARTMENT**.

7. **SPECIAL CONDITION TO SERVICE.** The following sixteen (16) folios are vacant land and therefore will not be connected to sewer services under this Agreement:

18-3101-045-0010	18-3206-023-0395
18-3101-045-0020	18-3206-023-0020
18-3112-072-0011	18-3112-071-0060
18-3101-031-0530	18-3101-020-0280
18-3101-029-0195	18-3101-020-0290
18-3101-019-0150	18-3101-031-0550
18-3206-022-0151	18-3207-049-0730
19-3207-049-0910	18-3207-049-0960

8. **DESIGN AND CONSTRUCTION OF FACILITIES.** The **VILLAGE** at its own cost and expense shall cause to be designed, constructed and installed all of the necessary sewer facilities provided for in this Agreement unless otherwise specified. The facilities shall include any and all gravity sewer mains, laterals, manholes, sewer force mains, public sewage pumping station and equipment, emergency generator, emergency generator building and equipment, and all appurtenances thereto for a complete installation. The final design and construction of the facilities shall meet the requirements set forth in the latest revision of the **DEPARTMENT'S** "Rules and Regulations" for water and sewer service, shall be in accordance with the latest revision of the **DEPARTMENT'S** "Design and Construction Standard Specifications and Details", and shall be subject to approval by the **DEPARTMENT**.

9. **INSPECTION.** The **COUNTY** shall have the right but not the obligation to make engineering inspections of all the construction work performed by the **VILLAGE** under the terms of this Agreement including private facilities not to be conveyed to the **COUNTY**. Such inspections shall not be construed to constitute any guarantee on the part of the **COUNTY** as to the quality and condition of materials and workmanship. Any inspections by the **DEPARTMENT** shall not relieve the **VILLAGE** of any responsibility for proper construction of said facilities in accordance with approved plans and specifications. Furthermore, any inspections by the **DEPARTMENT** shall not relieve the **VILLAGE** of responsibility for the quality and condition of materials and workmanship.

10. **TESTS.** During construction and at the time when various tests are required, the **COUNTY'S** engineer or its authorized representative, together with the **VILLAGE'S** engineer and contractor, shall jointly be present to witness tests for determination of conformance with approved plans and specifications. The **VILLAGE** shall notify the **COUNTY** a minimum of twenty-four (24) hours in advance of the tests.

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11. **CONSTRUCTION MEETINGS.** The **COUNTY** reserves the right to schedule construction meetings with the **VILLAGE'S** representatives (Engineer, Project Manager, Construction Superintendent and others) at a place designated by the **COUNTY** with respect to project related matters upon twenty-four (24) hours' notice.

12. **SUBCONTRACTORS AND CONSULTANTS.** The **COUNTY** reserves the right, at any time, to bar any subcontractor or consultant employed by the **VILLAGE** from engaging in any sort of work or activity related to this Agreement, if such be in the interests of the **COUNTY**. In the event the **COUNTY** rejects any subcontractor or consultant, said subcontractor or consultant will immediately cease work on anything related to this Agreement. The **VILLAGE** shall not be entitled to compensation for any monies previously paid to any subcontractor or consultant if said subcontractor or consultant is rejected by the **COUNTY**.

13. **COMPLIANCE WITH ALL LAWS.** The **VILLAGE**, at its own cost and expense, shall comply with all applicable laws, statutes, rules, and ordinances in carrying out the activities contemplated herein.

14. **APPROVALS AND PERMITS.** The **VILLAGE** shall be fully responsible for obtaining all required approvals from all appropriate governmental and regulatory agencies and all necessary permits for all facilities contemplated in this Agreement. Notwithstanding anything else contained herein to the contrary, this Agreement shall not constitute or be interpreted as a waiver of any requirements of any other agency of Miami-Dade County and/or any requirements of the Code of Miami-Dade County. The **VILLAGE** is responsible for obtaining all permits as may be required for the work contemplated herein pursuant to the Code of Miami-Dade County.

15. **COUNTY AS PERMITTEE.** Certain federal, state and county agencies, including but not limited to the State of Florida Department of Transportation, the South Florida Water Management District, the U.S. Army Corps of Engineers and the Florida East Coast Railroad may require that the **COUNTY** be named as permittee for certain construction activities even though the **VILLAGE** or the **VILLAGE'S** contractor will actually perform the work. To insure that the **COUNTY** will incur no costs or liability as a result of being named permittee on such permits, the **VILLAGE** shall provide sufficient security as acceptable to the **COUNTY** which shall indemnify and protect the **COUNTY** from all claims, actions, judgments, liability, loss, cost and expense, including reasonable attorney's fees, related to work performed by the **VILLAGE** pursuant to such permits. The security shall be furnished prior to the start of construction and shall be in an amount equal to the **COUNTY'S** cost estimate for the permit work. The **VILLAGE** shall have sixty (60) days to resolve any claims by a permittor. Otherwise, the **DEPARTMENT** shall be entitled to pay said claims from the security. The **VILLAGE** shall be liable for all costs in excess of the security.

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16. **TELEMETERING CONSTRUCTION CONNECTION CHARGE.** The **DEVELOPER** shall pay a sewer construction connection charge in the amount of fifteen thousand one hundred dollars (\$15,100.00) for the installation by the **COUNTY** of telemetering equipment for two (2) sewage pumping stations to be constructed by or for the **DEVELOPER**. The **DEPARTMENT** shall not, under any circumstances, render sewer service to the **DEVELOPER'S** property until such time as the construction connection charge(s) specified herein have been paid in full.

17. **TREATMENT AND TRANSMISSION CAPACITY.** In addition to the covenants and conditions set forth herein, sewer service to be rendered by the **COUNTY** is subject to the following:

- a. Issuance of a valid operation permit by the State of Florida for the **COUNTY'S** sewage treatment facility serving the **VILLAGE'S** property which allows additional connections,
- b. Sufficient available capacity in the **COUNTY'S** sewer system and connection approval, as specified in paragraph 3 herein,

However, in no event will the **COUNTY** be obligated to supply any more sewage treatment capacity in any one year than is called for by the building connection schedule attached hereto and made a part hereof as **Exhibit "C"**. Any variation from said connection schedule which results in increased yearly demand on the sewage treatment facility capacity of the **COUNTY** not specifically provided for in **Exhibit "C"** shall be subject to the written approval and consent of the **DEPARTMENT** and shall be dependent on the various restrictions placed on the disposal of sewage by local, state and federal government agencies and the physical limitations on the **COUNTY'S** treatment capacity. If the **VILLAGE** does not utilize the yearly amount of sewage treatment facility allocation specified in **Exhibit "C"**, said amount will be available to the **VILLAGE** in the next calendar year subject to the limitations and provisions specified herein.

18. **ALLOCATION OF CAPACITY.** The **COUNTY** agrees to include the aforesaid allocation in its regional sanitary sewer system, once the **VILLAGE** is granted necessary sewer allocation, as specified in paragraph 4 hereinabove. However, it is mutually agreed and understood by the **COUNTY** and the **VILLAGE** that the allocation of capacity by the **COUNTY** does not guarantee the ability of the **COUNTY** to receive and dispose of sewage originating from the **VILLAGE'S** property. Capacity allocation is subject to local, state and federal agencies and other regulatory bodies having jurisdiction. In connection therewith, the **VILLAGE** agrees that the **COUNTY** shall not be liable or in any way responsible for any costs, claims or losses incurred by the **VILLAGE** as a result of actions by regulatory bodies, which are related to capacity allocation.

19. **FACILITIES EASEMENTS** If the facilities contemplated herein or any portion thereof are installed within private property outside of public right-of-way, the facilities shall be installed in the center of a fifteen (15) foot wide easement for sewer facilities, with a twenty-five (25) foot minimum vertical clearance above the finished grade. The **DEPARTMENT** shall have twenty-four (24) hour access to the easement for emergency purposes. If the facilities are not located in platted easements, then easements shall be granted to the **COUNTY** by the **VILLAGE** prior to the **COUNTY'S** rendition of sewer service

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to the **VILLAGE'S** property. The **VILLAGE** may not place any pavers or other structures in an easement area which would prevent the **DEPARTMENT**, at its sole discretion, from making full use of the easement, and the **VILLAGE** shall remove same, at the **VILLAGE'S** cost, at the direction of the **COUNTY**. The **VILLAGE** may place pavers or other structures in the easement area if such pavers or other structures can be removed, with minimal effort by the **DEPARTMENT**, in the event that such pavers or other structures need to be removed in order for the **DEPARTMENT** to make use of the easement; the **VILLAGE** places such pavers or other structures in the easement area at its own risk, and the **DEPARTMENT** shall not be liable for any costs incurred by the **VILLAGE** in replacing any such pavers or other structures removed by the **DEPARTMENT**.

20. **CONNECTION/FRONTAGE BY OTHERS.** Parties other than the **VILLAGE** who own property, other than the **VILLAGE'S** property, which has frontage to any gravity sewer main and/or sewer force main installed pursuant to this Agreement, may apply to the **COUNTY** for connections to said gravity sewer main and/or sewer force main. If said parties actually connect and/or abut said facilities, the **COUNTY** will impose a construction connection charge equal to twenty-nine dollars (\$29.00) for the eight (8) inch gravity sewer main and thirty-two dollars (\$32.00) for the eight (8) inch sewer force main, multiplied by the front foot length of the connecting/abutting property which fronts and/or abuts the main(s) as measured along the route of the main(s). The **COUNTY** will also impose construction connection charges on such other parties if said gravity sewer main and/or sewer force main is/are required, in accordance with guidelines and criteria established by the **DEPARTMENT**, in order to provide adequate service for the fronting/abutting property. Said construction connection charges will not be required or collected from other parties for single-family residences occupied or under construction prior to the date of this Agreement. The **COUNTY** shall repay said construction connection charges to the **VILLAGE** within ninety (90) days of receipt of same. However, the **COUNTY'S** liability for repayment to the **VILLAGE** shall be limited to those amounts actually collected from others. This provision shall remain in effect for a period of twelve (12) years from the date of the Absolute Bill of Sale for the gravity sewer main and/or sewer force main facilities constructed by the **VILLAGE**. Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes**, will accrue on all construction connection charges from the date of the Absolute Bill of Sale for the gravity sewer main and/or sewer force main facilities constructed by the **VILLAGE** to the date of payment by the connecting/abutting party. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes**, at the time of payment by the connecting/abutting party. It shall be the **VILLAGE'S** responsibility to provide the **COUNTY** with current mailing addresses during the twelve (12) year period. In accordance with the **DEPARTMENT'S** "Schedule of Water and Wastewater Fees and Charges" the **DEPARTMENT** shall retain a "Developer Repayment Fee" currently in the amount of 2.5% of the gross repayment amount established herein. This fee is subject to revision by the Board of County Commissioners at any time. The fee percentage used will be the current rate at the time of the payment.

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21. **SEWAGE PUMPING STATION JOINT USERS.** It is agreed that the sewage pumping stations and sewer force mains to be designed, constructed and installed to serve the **DEVELOPER'S** property may have capacity to serve properties other than the **DEVELOPER'S** property. Those developers or owners of other properties are hereinafter, referred to as "Pumping Station Joint Users". Pumping Station Joint User is hereby defined as any other developer, property owner, tenant or other party who utilizes a sewage pumping station installed by the **DEVELOPER** pursuant to this Agreement. The **COUNTY**, upon entering into agreements with Pumping Station Joint Users, will endeavor to collect an amount equal to the Pumping Station Joint User's pro-rata share of the cost of said facilities based on the actual cost of construction of the sewage pumping station and sewer force main less a percentage of that cost derived by dividing the average daily rated gallonage required for the **DEVELOPER'S** property by the average daily rated gallonage design capacity of the sewage pumping station and sewer force main. The **COUNTY'S** standard formula for these computations shall be followed. The actual construction cost referred to above shall include the following items for each sewage pumping station:

- a. Cost of all materials installed by the **DEVELOPER**,
- b. Cost of all labor required for the installation and related work, including the restorations of property,
- c. Ten percent (10%) of Items a. and b. above to cover engineering, inspection and overhead costs,
- d. Seven thousand five hundred fifty dollars (\$7,550.00) for telemetering fee,
- e. Less the **COUNTY'S** sewer force main oversizing credit, if any.
- f. Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes**, shall be applied to the total cost (Items a. to e. above) and will accrue from the bill of sale date of the sewage pumping station and sewer force main facilities constructed by the **DEVELOPER** to the date of payment by the Pumping Station Joint Users. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes**, at the time of payment by the Pumping Station Joint Users.

The **COUNTY** shall use diligence in its efforts to collect the sums due from Pumping Station Joint Users. However, the **COUNTY'S** liability to the **DEVELOPER** for such repayments shall be limited to those amounts actually collected from Pumping Station Joint Users. The **COUNTY** shall repay to the **DEVELOPER** those monies collected within ninety (90) days of receipt of same. This repayment provision shall remain in effect for twelve (12) years from the bill of sale date of the sewage pumping station constructed by the **DEVELOPER**. It shall be the **DEVELOPER'S** responsibility to provide the **COUNTY** with current mailing addresses during the twelve (12) year period. In accordance with the **DEPARTMENT'S** "Schedule of Water and Wastewater Fees and Charges" the **DEPARTMENT** shall retain a "Developer Repayment Fee" currently in the amount of 2.5% of the gross repayment amount established herein. This fee is subject to revision by the Board of County Commissioners at any time. The fee percentage used will be the current rate at the time of the payment.

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22. **EMERGENCY GENERATOR JOINT USERS.** It is agreed that the installation of the Generator to be designed, constructed and installed by the **DEVELOPER** may have capacity to serve properties other than the **DEVELOPER'S** property in the East side basin. Those developers or owners of other properties are hereinafter, referred to as "Generator Joint Users". Generator Joint User is hereby defined as any other developer, property owner, tenant or other party who utilizes the East side PSPS. The property specified in the agreement with the developer who actually installed the PSPS, will be excluded from paying the charges specified herein. The **COUNTY**, upon entering into agreements with Generator Joint Users, will endeavor to collect an amount equal to the Generator Joint User's pro-rata share of the cost of the Generator, in addition to the actual cost of the proposed sewage pumping station, based on the actual cost of construction of the Generator less a percentage of that cost derived by dividing the average daily rated gallonage required for the **DEVELOPER'S** property by the average daily rated gallonage design capacity of the sewage pumping station and sewer force main to be installed by other parties. The **COUNTY'S** standard formula for these computations shall be followed. The actual construction cost referred to above shall include the following items:

- a. Cost of all materials installed by the **DEVELOPER**,
- b. Cost of all labor required for the installation and related work, including the restorations of property,
- c. Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes**, shall be applied to the total cost (Items a. and b. above) and will accrue from the bill of sale date of the Generator constructed by the **DEVELOPER** to the date of payment by the Generator Joint Users. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes**, at the time of payment by the Generator Joint Users.

The **COUNTY** shall use diligence in its efforts to collect the sums due from Generator Joint Users. However, the **COUNTY'S** liability to the **DEVELOPER** for such repayments shall be limited to those amounts actually collected from Generator Joint Users. The **COUNTY** shall repay to the **DEVELOPER** those monies collected within ninety (90) days of receipt of same. This repayment provision shall remain in effect for twelve (12) years from the date of the bill of sale of the Generator constructed by the **DEVELOPER**. It shall be the **DEVELOPER'S** responsibility to provide the **COUNTY** with current mailing addresses during the twelve (12) year period. In accordance with the **DEPARTMENT'S** "Schedule of Water and Wastewater Fees and Charges" the **DEPARTMENT** shall retain a "Developer Repayment Fee" currently in the amount of 2.5% of the gross repayment amount established herein. This fee is subject to revision by the Board of County Commissioners at any time. The fee percentage used will be the current rate at the time of the payment.

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23. **CONVEYANCE OF TITLE.** Conveyance of all easements and fee simple title shall be by separate instruments in recordable form as approved by the **COUNTY** and shall be accompanied by a written opinion of title by an attorney licensed to practice law in the State of Florida, which states that the **Property Owner** is the owner of the property interest to be conveyed, subject only to liens, encumbrances and restrictions as are acceptable to the **COUNTY**. The opinion shall also state that upon execution by the **Property Owner**, a valid and enforceable easement and/or fee simple title will be vested to the **COUNTY**. The **VILLAGE** shall pay for all recording fees and for all documentary stamps. The **DEVELOPER** shall convey to the **COUNTY** fee simple title to the property on which the sewage pumping station and the emergency generator, to be owned by the **COUNTY**, is situated, subject only to title exceptions and restrictions that are acceptable to the **COUNTY**. The land so conveyed shall be sufficient for ownership and proper operation by the **COUNTY** of said station and emergency generator. The details for all conveyances are specified herein. Failure of the **VILLAGE** to provide proper conveyances shall be cause for the **COUNTY** to refuse to render service to the **VILLAGE'S** property.

24. **DRAWINGS AND CONVEYANCE DOCUMENTS.** Following completion of the sewer facilities contemplated herein for **COUNTY** ownership, the **COUNTY** shall provide a conveyance package for execution by the **VILLAGE**. The properly executed documents shall be delivered to and accepted by the **COUNTY** prior to the rendition of sewer service by the **COUNTY**. The **VILLAGE** shall pay for all recording fees and for all documentary stamps. These conveyances shall be accompanied by copies of paid bills and lien waivers, releases, or satisfactions from all persons who performed work on the **VILLAGE'S** property and all persons who incorporate materials into the property, together with a breakdown of the actual cost of said facilities. Concurrently, the **VILLAGE** shall furnish the **COUNTY** with as-built drawings which meet the requirements set forth in the latest revision of the **DEPARTMENT'S** "Rules and Regulations" and shall be in accordance with the latest revision of the **DEPARTMENT'S** "Design and Construction Standard Specifications and Details", and shall be subject to approval by the **DEPARTMENT**. Approval by the **COUNTY** of all required documents and drawings shall constitute final acceptance by the **COUNTY** of said facilities. After final acceptance, the facilities shall remain at all times the sole, complete, and exclusive property of the **COUNTY** and under the exclusive control and operation of the **COUNTY**.

25. **WARRANTY AND MAINTENANCE BOND.** The **VILLAGE** warrants that the sewer facilities to be owned by the **COUNTY** shall be free from defects in materials and workmanship for a period of one (1) year from final acceptance by the **COUNTY**. Simultaneously with the conveyance of the sewer facilities, the **VILLAGE** shall deliver to the **COUNTY** an executed maintenance bond or alternate security deposit acceptable to the **DEPARTMENT**, which guarantees the warranty. If it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the **COUNTY** of those repairs and/or replacement. The bond shall be in the amount equal to the sum of those portions of the actual cost of construction of said facilities as follows:

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<u>Types of Facilities</u>	<u>Percentage of Actual Construction Cost</u>
Gravity sewer mains	50
Sewage pumping stations, emergency generators and related facilities	100

The bonds shall have as the surety thereon only such surety company as is acceptable to the **COUNTY** and which is authorized to write bonds of such character and amount under the laws of the State of Florida. A surety company must have a **Best's Key Rating Guide General Policyholder's Rating of "A"** or better and a **Financial Category of Class "V"** or better or be acceptable to the **COUNTY**. The attorney-in-fact or other officer who signs a bond must file with such bonds a certified copy of his power-of-attorney authorizing him to do so. The Maintenance Bond may be written with the **VILLAGE'S** contractor as "Principal" and the **VILLAGE** and the **COUNTY** as "Co-obligees" or the **COUNTY** as sole "Obligee". In the alternative, the **VILLAGE** may be named as "Principal" and the **COUNTY** as "Obligee". The Maintenance Bond shall remain in force for one (1) year following the date of final acceptance by the **COUNTY** of the work done pursuant to this Agreement to protect the **COUNTY** against losses resulting from any and all defects in materials or improper performance of work. If there is no building construction underway within the **VILLAGE'S** property at the time of conveyance, the **COUNTY** shall have the right to require that the term of the Maintenance Bond be extended for a period not to exceed an additional two (2) years. Upon demand by the **COUNTY**, the **VILLAGE** shall cause to be corrected all such defects which are discovered within the warranty period or periods as set forth above, failing which the **COUNTY** shall make such repairs and/or replacements of defective work and/or materials and the **VILLAGE** and/or its Surety shall be liable to the **COUNTY** for all costs arising therefrom. The **VILLAGE** also warrants that it shall be solely responsible for the repair of any damages to said facilities caused by persons in its employment. This paragraph is subject to the limitations of **Section 768.28, Florida Statutes**.

26. **TERM OF AGREEMENT.** Both the **VILLAGE** and the **COUNTY** recognize that time is of the essence and that this Agreement shall be deemed null and void and unenforceable if the **VILLAGE** fails to comply with any of the following conditions, where applicable:

- a. After execution of this Agreement, work on the sewer facilities shall commence within three hundred sixty-five (365) days from the execution date. Work shall be considered to have commenced and be in active progress when engineering drawings are submitted to the **DEPARTMENT** for review and approval, and, upon the **DEPARTMENT'S** issuance of said approval, a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the construction of the sewer facilities throughout the day on each full working day, weather permitting.
- b. Once the **VILLAGE** commences work on the sewer facilities, said work cannot be suspended, abandoned, or not in active progress for a period exceeding three hundred sixty-five (365) days.
- c. The remedies specified herein are cumulative with and supplemental to any other rights which the **COUNTY** may have pursuant to the law or any other provision of this agreement.

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27. **INDEMNIFICATION CLAUSE.** The **VILLAGE** shall indemnify and hold harmless the **COUNTY** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **COUNTY** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of relating to or resulting from the performance of this Agreement by the **VILLAGE** or its employees, agents, servants, partners, principals, contractors and/or subcontractors. The **VILLAGE** shall pay subject to the limitations of **Section 768.28 Florida Statutes**, all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **COUNTY**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The **VILLAGE** expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the **VILLAGE** shall in no way limit the responsibility to indemnify, keep and save harmless and defend the **COUNTY** or its officers, employees, agents and instrumentalities as herein provided. The provisions in this clause shall survive the termination or expiration of this Agreement. This paragraph is subject to the limitations of **Section 768.28, Florida Statutes**.

28. **FORCE MAJEURE.** Should either party be prevented from performing any obligations herein, including but not limited to sewer service, due to or resulting from a force majeure or inevitable accident or occurrence, such party shall be excused from performance. As used herein, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by either party and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies, insurrections, riots, federal, state, county and local governmental restraints and restrictions, military action, civil disturbances, explosions, conditions in federal, state, county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, or otherwise, and other causes reasonably beyond the control of either party, whether or not specifically enumerated herein.

29. **SERVICE CHARGES.** The **VILLAGE** agrees to pay to the **COUNTY** the prevailing service charges for sewage collection and disposal within the **VILLAGE'S** property as may be applicable until the responsibility for payment of said charges is properly transferred in accordance with the **COUNTY'S** regulations.

30. **USE OF FACILITIES BY COUNTY.** The **COUNTY** reserves the right to make full use of the sewer facilities to be owned by the **COUNTY** as contemplated herein to serve other customers at any time.

31. **JURISDICTION.** With the execution of this Agreement, the **VILLAGE** certifies that the **VILLAGE** has jurisdiction over the property referred to herein.

**VILLAGE OF EL PORTAL SEPTIC TO GRAVITY
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32. **ASSIGNMENT OF AGREEMENT.** No right to any sewage disposal service commitment provided for in this Agreement shall be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director of the **DEPARTMENT** or his designee except as noted below. The consent of the **DEPARTMENT** shall not be required in connection with the sale, lease or other conveyance of property or any residential units or commercial establishments to any party who will be the ultimate user of the property, including but not limited to a bona fide purchaser, lessee, resident or occupant. The intent of this paragraph is to require consent of the **DEPARTMENT** for assignments or transfers of any sewage disposal capacity allocation to any party who holds such property as an investment for resale or who intends to develop for sale a portion of the **VILLAGE'S** property, so that the **COUNTY** can adequately determine the demand for sewage disposal capacity and plan for the fair and equitable allocation of sewage disposal capacity among the residents of Miami-Dade County. Consent, when required, shall not unreasonably be withheld by the **DEPARTMENT**. If the **VILLAGE'S** property is transferred or conveyed, the **VILLAGE** shall remain liable to the **COUNTY** for all sums of money and all obligations due hereunder unless released in writing by the **COUNTY**.

33. **ENTIRE AGREEMENT.** This Agreement supersedes all previous agreements and representations, whether oral or written, between the **VILLAGE** and the **COUNTY** and made with respect to the matters contained herein and when duly executed constitutes the complete Agreement between the **VILLAGE** and the **COUNTY**.

34. **NOTICE.** All notices given pursuant to this Agreement shall be mailed by United States Postal Service registered or certified mail to the parties at the addresses specified on page 2 of this Agreement or addresses otherwise properly furnished.

35. **RECORDING OF AGREEMENT.** This Agreement is being recorded in the public records of Miami-Dade County, Florida, for the particular purpose of placing all owners and occupants, their successors and assigns, upon notice of the provisions herein contained. The **VILLAGE** shall pay all recording fees.

36. **FLORIDA LAW.** This Agreement shall be interpreted under Florida law. Venue for any litigation relating to this Agreement shall be had in Miami-Dade County, Florida.

37. **SEVERABILITY.** If any section, subsection, sentence, clause or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected by such invalidity.

**VILLAGE OF EL PORTAL SEPTIC TO GRAVITY
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials as of the day and year above written.

WITNESSETH:

MIAMI-DADE COUNTY

signature

By: _____

print name

**Nora Palou,
New Business Contracting Officer
For: Lester Sola, Director
Miami-Dade Water and Sewer Department**

signature

print name

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **Nora Palou, New Business Contracting Officer**, for **Lester Sola, Director**, of the Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.

Notary Public

print name

Serial Number

**VILLAGE OF EL PORTAL SEPTIC TO GRAVITY
SEWER SYSTEM CONVERSION, ID# 23824**

ATTEST:

**VILLAGE OF EL PORTAL
A FLORIDA MUNICIPAL
CORPORATION**

By: _____ (SEAL) **By:** _____ (SEAL)

Village Clerk

Village Manager

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as **Village Clerk**, and _____, as **Village Manager**, of the **Village of El Portal**, a Florida municipal corporation, on behalf of the municipality. They are personally known to me or have produced _____ as identification and did/did not take an oath.

Notary Public

print name

Serial Number

Approved for Legal Sufficiency:

Assistant County Attorney

**VILLAGE OF EL PORTAL SEPTIC TO GRAVITY
SEWER SYSTEM CONVERSION, ID# 23824**

**EXHIBIT "A" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
VILLAGE OF EL PORTAL**

LEGAL DESCRIPTION

The project site is entirely within the jurisdictional boundaries of the Village of El Portal.

MIAMI - DADE WATER AND SEWER DEPARTMENT

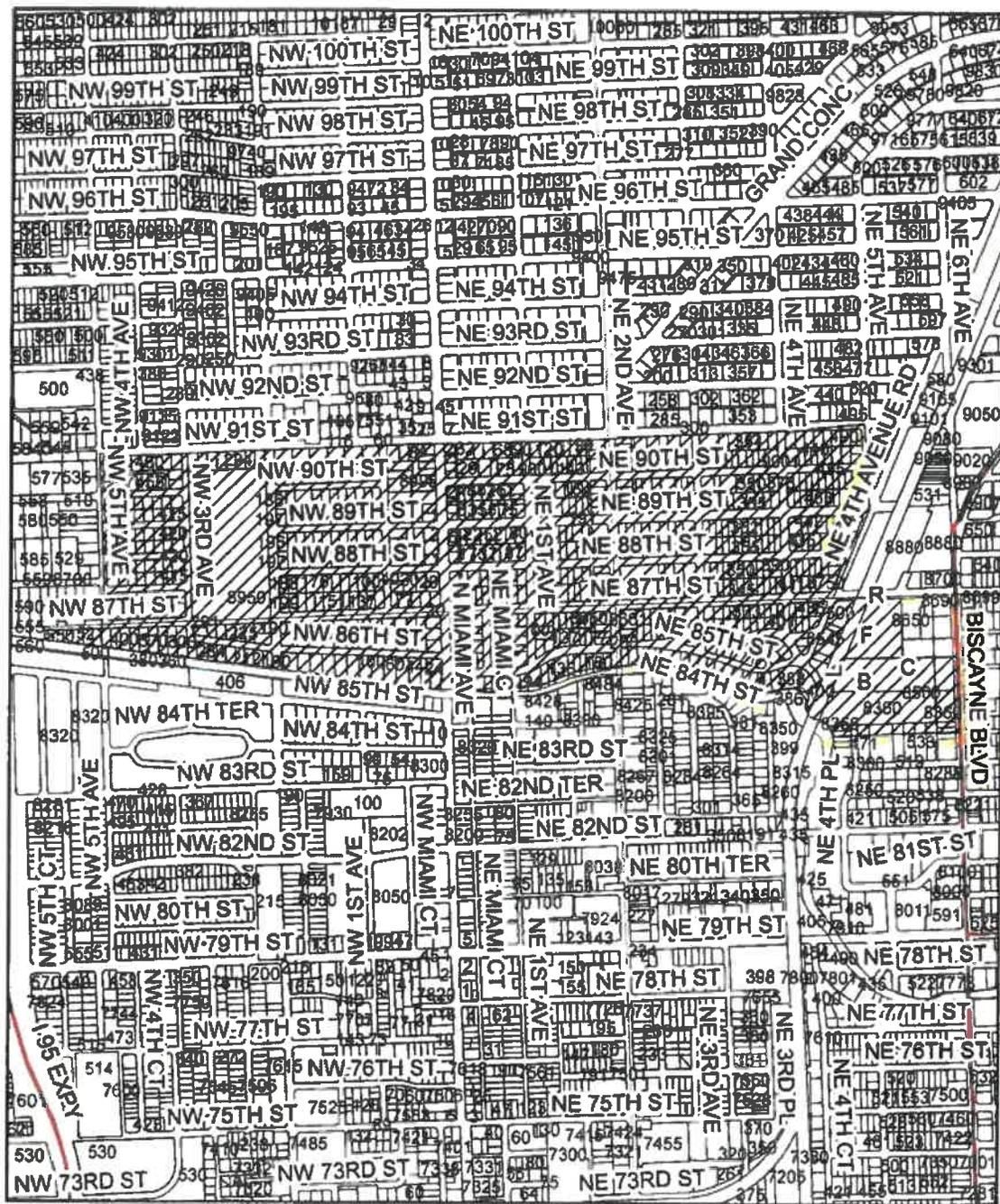


EXHIBIT "A" - 1
LOCATION SKETCH
SCALE: N.T.S
-THIS IS NOT A SURVEY-

**VILLAGE OF EL PORTAL SEPTIC TO GRAVITY SEWER
SYSTEM CONVERSION**
AGMT ID# 23824
FOLIO# SEE ATTACHED ENTIRE VILLAGE
MIAMI-DADE COUNTY SEC 01-53-41
JANUARY 4, 2018

VILLAGE OF EL PORTAL SEPTIC TO GRAVITY
SEWER SYSTEM CONVERSION, ID# 23824

EXHIBIT "B" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
VILLAGE OF EL PORTAL

SCHEDULE OF DAILY RATED GALLONAGE FOR VARIOUS OCCUPANCY

<u>TYPES OF LAND USES</u>	<u>GALLONS PER DAY (GPD)</u>
RESIDENTIAL LAND USES	
Single Family Residence	220 gpd/unit (under 3,001 sq. ft.)
	320 gpd/unit (3,001-5,000 sq. ft.)
	550 gpd/unit (over 5,000 sq. ft.)
Townhouse Residence	180 gpd/unit
Apartment	150 gpd/unit
Mobile Home Residence/Park	180 gpd/unit
Duplex or Twin Home Residence	180 gpd/unit
COMMERCIAL LAND USES	
Barber Shop	15 gpd/100 sq. ft.
Beauty Shop	25 gpd/1 00 sq. ft.
Bowling Alley	100 gpd/lane
Dentist's Office	20 gpd/100 sq. ft.
Physician's Office	20 gpd/100 sq. ft.
Bar and Cocktail Lounge	20 gpd/100 sq. ft.
Restaurant	
a) Full Service	100 gpd/100 sq. ft.
b) Fast-Food	50 gpd/100 sq. ft.
c) Take-Out	100 gpd/100 sq. ft.
Hotel or Motel	100 gpd/room
Office Building (County)	5 gpd/100 sq. ft.
Office Building (Other)	5 gpd/100 sq. ft.
Motor Vehicle Service Station	10 gpd/100 sq. ft.
Shopping Center/Mall	
a) Retail/Store	10 gpd/100 sq. ft.
Stadium, Racetrack, Ballpark, Fronton, Auditorium, etc.	3 gpd/seat
Retail/Store	10 gpd/100 sq. ft.
Theater	
a) Indoor Auditorium	3 gpd/seat
b) Outdoor Drive-in	5 gpd/space
Camper or R.V. Trailer Park	150 gpd/space
Banquet Hall	15 gpd/100 sq. ft.
a) With Kitchen	50 gpd/100 sq. ft.

**VILLAGE OF EL PORTAL SEPTIC TO GRAVITY
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TYPES OF LAND USES (CONTINUED)

GALLONS PER DAY (GPD)

Car Wash	
a) Hand-Type	350 gpd/bay
b) Automated (drive through)	5,500 gpd/bay
Coin Laundry	145 gpd/washer
Country Club	15 gpd/100 sq. ft.
a) With Kitchen	50 gpd/100 sq. ft.
Funeral Home	10 gpd/100 sq. ft.
Gas Station/Convenience Store/Mini-Mart	450 gpd/unit
a) w/ Single Automated Car Wash	1,750 gpd/unit
Health Spa or Gym	10 gpd/100 sq. ft.
Veterinarian Office	20 gpd/100 sq. ft.
Kennel	15 gpd/cage
Marina	60 gpd/slip
Food Preparation Outlet (Bakeries, Meat Markets, Commissaries, etc.)	35 gpd/100 sq. ft.
Pet Grooming	55 gpd/100 sq. ft.
INDUSTRIAL LAND USES	
Airport	
a) Common Area/Concourse	5 gpd/100 sq. ft.
b) Retail/Store	10 gpd/100 sq. ft.
c) Food Service	see restaurant use
House of Worship	10 gpd/100 sq. ft.
Hospital	250 gpd/bed
Nursing/Convalescent Home	150 gpd/bed
Public Park	
a) With toilets only	5 gpd/person
b) With toilets and showers	20 gpd/person
Other Residential Institution/Facility	CLF: 75 gpd/bed
	JAIL: 150 gpd/bed
	OTHER: 100 gpd/person
School	
a) Day care/Nursery	20 gpd/100 sq. ft.
b) Regular School (with or without cafeteria)	12 gpd/100 sq. ft.
Public Swimming Pool Facility	30 gpd/person
Industrial	
a) Warehouse/Spec. Building	1 gpd/100 sq. ft.
b) Mini Storage	1.5 gpd/100 sq. ft.
c) Industrial - Wet	20 gpd/100 sq. ft.
d) Industrial - Dry	2.5 gpd/100 sq. ft.

LEGEND:

gpd - gallons per day
sq. ft. - square feet

NOTES:

- 1) Sewage gallonage refers to sanitary sewage flow on a per unit and/or use basis for average daily flow in gallons per day.
- 2) Condominiums shall be rated in accordance with the specific type of use (e.g., apartment, townhouse, warehouse, etc.).

**VILLAGE OF EL PORTAL SEPTIC TO GRAVITY
SEWER SYSTEM CONVERSION, ID# 23824**

**EXHIBIT "C" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
VILLAGE OF EL PORTAL**

BUILDING CONNECTION SCHEDULE

<u>TYPE AND NUMBER OF UNITS</u>	<u>GALLONAGE (gpd)</u>	<u>COMPLETION OF BUILDING CONNECTION</u>
Connect to the County's sewer system:		
40 duplex residences	14,400	2018 – 2019
69 apartments	10,350	2018 – 2019
14,274 sq-ft of office	714	2018 – 2019
109,436 sq-ft of school	13,132	2018 – 2019
28,947 sq-ft of house of worship	2,895	2018 – 2019
691 single-family residences (under 3,001 sq-ft)	152,020	2018 – 2019
10 single-family residences (3,001 – 5,000 sq-ft)	3,200	2018 – 2019