

RESOLUTION NO. 2020-013

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING A CONSENT AGREEMENT BETWEEN MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES, DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM) AND THE CITY OF HIALEAH TO REDRESS UNAUTHORIZED MUNICIPAL LICENSE APPROVALS CONTRARY TO CHAPTER 24 OF THE MIAMI-DADE COUNTY CODE A COPY OF WHICH IS ATTACHED AS EXHIBIT 1; AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY TO EXECUTE THE CONSENT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through an internal audit the City determined that the City's Temporary Business Tax Receipt Program was administered in a manner that bypassed Miami-Dade County's formal regulatory review process;

WHEREAS, the improper administration of the Temporary Business Tax Receipt program resulted in businesses operating in the City of Hialeah without the required DERM approvals; and

WHEREAS, the results of the audit were self-reported and disclosed to DERM; and

WHEREAS, the City and the County have negotiated in good faith the terms of the proposed Consent Agreement in an effort to enable the City to correct the administrative error and prevent any future oversights through the issuance of development permits and licenses;

WHEREAS, it is the City's obligation to protect the health and safety of the public and the environment through strict adherence to and compliance with Chapter 24 of the Miami-Dade County Code; and

WHEREAS, in recognition of this obligation the City finds it is in the best interest of the health, safety and welfare of its citizens to approve the Consent Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The Mayor and the City Council of the City of Hialeah, Florida hereby approve the Consent Agreement between Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management and the City of Hialeah, Florida in the form attached as Exhibit 1.

Section 2: The Mayor and the City Clerk, as attesting witness, on behalf of the City, are authorized to execute the Consent Agreement, a copy of which is attached as Exhibit 1.

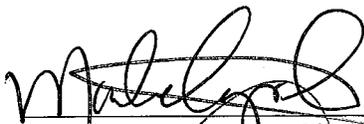
Section 3: This resolution shall become effective upon signature of the Mayor of the City of Hialeah, Florida or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

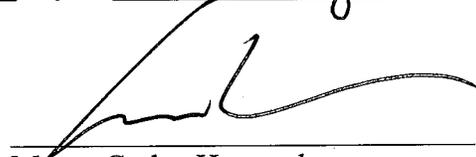
PASSED AND ADOPTED this 28 day of January, 2020.


Paul B. Hernandez
Council President

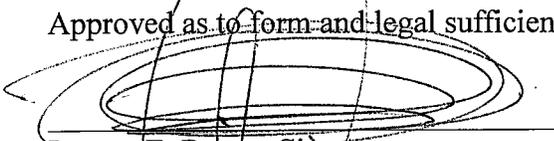
Attest:

Approved on this 29 day of January, 2020.


Maribelys Fatjo, City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena E. Bravo, City Attorney

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Resolution was adopted by a 7-0 vote with Councilmembers, Cue-Fuente, Tundidor, Hernandez, Zogby, Garcia-Roves, Perez and De la Rosa voting "Yes".



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 4th Floor
Miami, Florida 33136-3912
T 305-372-6754 F 305-372-6759

miamidade.gov

January 14, 2020

Mr. Armando Vidal, P.E., Director
Department of Public Works
City of Hialeah
3700 W. 4th Avenue
Hialeah, FL 33010

**CERTIFIED MAIL NO 7004 0750 0001 9213 4043
RETURN RECEIPT REQUESTED**

Re: Consent Agreement to redress unauthorized municipal license approvals in violation of Chapter 24, Code of Miami-Dade County.

Dear Mr. Vidal:

Enclosed please find the finalized Consent Agreement between Miami-Dade County DERM and the City of Hialeah. This Agreement represents the culmination of negotiations between DERM staff, City staff and our respective counsels. Please review and return two signed and notarized copies of the Agreement to DERM within fifteen (15) days of receipt of this correspondence.

Sincerely,

Lee N. Hefty, Director
Division of Environmental Resources Management

Enclosure: Administrative Consent Agreement

- c: Honorable Carlos Hernandez, Mayor, City of Hialeah
- Lorena E. Bravo, City of Hialeah (lbravo@hialeahfl.gov)
- Elizabeth Hernandez, Akerman (elizabeth.hernandez@akerman.com)
- Kent Edwards, Florida Department of Environmental Protection
- Brad Ammons, United States Environmental Protection Agency
- David Sherman, Assistant County Attorney, Miami-Dade County
- R. Istambouli, P.E., D. Gordon, C. Hernandez, P.E., J. Andersen, DERM

Delivering Excellence Every Day

MIAMI-DADE COUNTY DEPARTMENT OF)
REGULATORY AND ECONOMIC RESOURCES,)
DIVISION OF ENVIRONMENTAL RESOURCES)
MANAGEMENT)

Complainant,)

vs.)

City of Hialeah)

Respondent.)
_____)

CONSENT AGREEMENT

This Consent Agreement (hereafter "Agreement") is entered into by and between Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management (hereinafter referred to as "DERM") and the City of Hialeah, (hereafter referred to as "Respondent"), pursuant to Section 24-7(15)(c) of Chapter 24, Code of Miami-Dade County, Florida (hereafter referred to as "Code"). This Agreement shall serve to redress unauthorized municipal license approvals issued by the Respondent within the City of Hialeah located in Miami-Dade County, Florida, in violation of Chapter 24 of the Code.

DERM finds and Respondent acknowledges the following:

FINDINGS OF FACTS

1. Miami-Dade County, Florida, is a political subdivision of the State of Florida. DERM is a division within the County's Department of Regulatory and Economic Resources, and is empowered to provide for pollution control and protection of the environment within Miami-Dade County pursuant to Article VIII, Section 6 of the Florida Constitution, the Miami-Dade County Home Rule Charter, and Section 403.182 of the Florida Statutes. DERM has jurisdiction over matters addressed in this Agreement.
2. The Federal Consent Decree between the United States of America, the State of Florida, and Miami-Dade County, dated June 6, 2013, in Case Number 1:12-cv-24400 FAM, in a case styled as United States of America vs. Miami-Dade County (hereafter "the Federal Consent Decree"), requires in part that the County generally, and DERM specifically, establish and amend as appropriate Section 24-42.3

of Chapter 24 of the Code to require DERM's review and issuance of written certification of sanitary sewer system collection, transmission and treatment capacity prior to the approval of all Development Orders, including but not limited to building permits, certificates of occupancy, certificates of completion, certificates of use or municipal occupational licenses.

3. The Respondent is the current owner and operator of a utility wastewater collection and transmission system consisting of pumping stations, force mains and gravity sewer mains, permitted under Miami-Dade County Domestic Wastewater Operating Permit DWO-00086.
4. On May 29, 2019, the Respondent self-reported and disclosed to DERM that approximately ninety-eight (98) local businesses had been issued municipal operating authorizations in the form of "Temporary Business Tax" receipts (hereafter referred to as "TBT"), without first obtaining DERM's written approval as required by Chapter 24 of the Code and more specifically delineated below.
5. Respondent's TBT process was administered in a manner that bypassed Miami-Dade County's formal regulatory review processes, including reviews for the assessment of Miami-Dade County impact fees and critical DERM reviews to ensure that all affected wastewater collection, transmission and treatment systems have adequate transmission and treatment capacity in accordance with Section 24-42.3 of Chapter 24 of the Code. This resulted in businesses operating in the City of Hialeah, Florida without required DERM annual operating permits, in violation of Section 24-18 of Chapter 24 of the Code, operating without approved Fats, Oils and Grease control devices, in violation of Section 24-42.6 of Chapter 24 of the Code, operating in restricted Wellfield Protection Areas, in violation of Section 24-43(5) of Chapter 24 of the Code, and operating while served by public sanitary sewer systems in moratorium, in violation of Section 24-42.3 of Chapter 24 of the Code.
6. As part of Respondent's disclosure to DERM, Respondent provided a preliminary list of all businesses authorized through the TBT process and retained the services of a consultant to perform a thorough audit over a period of five (5) years from 2014 through 2019. On June 10, 2019, DERM reviewed and agreed with the scope of the audit to be performed by the Respondent's consultant.
7. On July 25, 2019, DERM issued an enforcement Notice to Respondent which required Respondent to Cease and Desist from issuing municipal operating authorizations without DERM's review and prior

written approval. The Notice directed Respondent to provide DERM with a complete listing of all businesses which had been approved through the TBT process without DERM's prior written approval. On September 19, 2019, Respondent submitted a written reply to DERM's enforcement Notice and submitted to DERM the results of a comprehensive audit which identified one-hundred one (101) businesses which Respondent had authorized through the TBT processes over a 3-year period (summary results attached hereto as "Exhibit 1").

8. Respondent hereby consents to this Agreement and its attendant obligations without either admitting or denying the allegations made by DERM in the finding of facts listed above.
9. In an effort to resolve the violation(s) described herein so as to insure continued protection of the health and safety of the public and the environment of Miami-Dade County and to facilitate compliance with Chapter 24 of the Code, and to avoid time-consuming and costly litigation, the parties hereby agree to the following, and is hereby Ordered, pursuant to Section 24-7(15) of the Code:

COMPLIANCE AND REPORTING REQUIREMENTS

10. Respondent shall, on or before March 14, 2020, and by the 14th day of each month thereafter, submit to DERM a report identifying all municipal approvals for the month prior to the reporting date which authorized the establishment of new businesses, re-authorized existing businesses, authorized changes in use, expansions of and additions to existing businesses, construction of new buildings, alterations of existing buildings, additions and expansion of existing buildings and/or occupancy of new and existing buildings, all which require the Respondent, its delegates and/or authorized agents to issue any of the following or their municipal equivalent, where otherwise required pursuant to its municipal laws: a Certificate of Use (CU), Temporary CU, Occupational License (OL), Temporary OL, Local Business Tax (LBT), Temporary LBT, Certificate of Completion (COC), Temporary COC, Certificate of Occupancy (CO), Temporary CO and/or Building or Building Subsidiary Permits. This monthly reporting requirement shall serve as an interim process until DERM determines that the Respondent has implemented effective corrective actions in accordance with an approved Corrective Action Plan (hereafter "CAP") submitted pursuant to the requirements of Paragraph 16 of this Agreement.

11. The Respondent shall, within one-hundred eighty (180) days of the effective date of this Agreement, submit to DERM the results of an expanded audit of all businesses identified in "Exhibit 1" attached hereto. Said expanded audit shall include, but not be limited to the following:
- (a) A joint field inspection by the City of Hialeah Building Official or delegate, a DERM representative at the discretion of DERM, and Respondent's consultant, of all businesses identified in "Exhibit 1";
 - (b) Identification of all permits issued by the City of Hialeah for businesses identified in "Exhibit 1," including but not limited to new construction, repairs, change of occupancy/use, additions to and alterations;
 - (c) Identification of all businesses identified in "Exhibit 1" which were not issued required Building Permit(s), but based on subsequent review and field inspections it is determined that a Building Permit and/or impact fee(s) were required;
 - (d) The expanded audit report shall document all findings from 11(a), 11(b) and 11(c) above, including but not limited to: business name, business address, property folio number, applicant name, applicant phone number, previous use, proposed/current use at time of temporary approval, date proposed/current use was approved, DERM Allocation Number and issued date, and City of Hialeah process/permit numbers, when and where such information is available, and all new construction, repairs, changes of occupancy/use, additions and alterations that were not issued a Building Permit.
12. The Respondent shall, within sixty (60) days from the acceptance and approval by DERM of the expanded audit report, issue written notification to each business identified pursuant to the requirements of this Agreement. The notification shall require each business owner to prepare and submit to the Respondent, within one-hundred eighty (180) days after receipt of notification, a certificate of use application or municipal equivalent and/or building permit application, as applicable based on the aforementioned expanded audit findings. The notification shall advise that failure to submit said applications(s) within the time period provided will be grounds for the Respondent to initiate enforcement action to obtain compliance. The notification shall also advise that the Respondent will direct all applications to Miami-Dade County for review and approval, at which time additional regulatory obligations may be required, including but not limited to the assessment of impact fees and the requirement to obtain DERM operating permits. Each written notification shall be delivered by

Certified Mail and shall copy each corresponding property owner and “DERM, c/o John Andersen, 701 NW 1st Court, 7th Floor, Miami, Florida, 33136-3912.”

13. To facilitate and expedite the approval of businesses listed in “Exhibit 1” which are served by a Sanitary Sewer Basin currently in Moratorium status, the Respondent shall implement and complete all sanitary sewer system improvements stipulated in “Exhibit 2” attached hereto.
14. The Respondent shall, within one-hundred eighty (180) days of the effective date of this Agreement, submit to DERM a Water and Sewer Utility Customer Data Set for incorporation into DERM’s GIS application, which clearly identifies each customer as WATER (served by public water but not public sewer) or WATER/SEWER (served by public water and sewer). Updated Customer Data Sets shall thereafter be submitted to DERM annually, on or before January 6 of each calendar year, in the form prescribed by DERM. See attached Municipal GIS Water and Sewer Atlas and As-Builts Submittals – Technical Guidelines, attached hereto as “Exhibit 4.”
15. The Respondent shall, within one-hundred eighty (180) days of the effective date of this Agreement, submit to DERM updated Water Atlas and As-Builts shape files following the technical guidelines in Exhibit 4. The Updated Water Atlas shape files shall thereafter be provided annually to DERM, on or before January 6 of each calendar year, in the form prescribed by DERM.
16. Respondent shall, within one-hundred eighty (180) days of the effective date of this Agreement, submit a CAP to DERM for review and approval, for the modification of Respondent’s existing intake systems or processes, and/or the implementation of new intake systems or processes, for all applications listed in Paragraph ten (10) herein that are submitted to the Respondent for review and comment. The scope of DERM’s review and approval of the CAP shall be based upon whether the CAP meets the minimum requirements identified below as (a) through (e) and the timeframes herein. DERM shall not dictate the manner in which these minimum objectives are implemented by Respondent. The modified or new systems, as applicable, shall be available for pre-deployment testing within twenty-four (24) months from DERM CAP approval and be fully deployed and functional within thirty-six (36) months from the effective date of this Agreement. Said CAP shall propose the implementation of measures which will ensure that:

- (a) Respondent's staff, its delegates and/or authorized agents, will correctly and consistently identify all submittals and applications which require DERM review and approval prior to Respondent's temporary and final approvals;
 - (b) Respondent's staff, its delegates and/or authorized agents, will not issue or grant any approvals of submittals and applications subject to the code sections of Chapter 24 as referenced in this Agreement without the Respondent's confirmation of DERM's prior written approval of the application;
 - (c) Each and every approval, temporary and final, issued or granted by Respondent's staff, its delegates and/or authorized agents, is memorialized in a form that captures the date and time of Respondent's approval, the name of Respondent's staff approving the application, the type of application being approved, the form of DERM's approval, and an image or copy of DERM's approval;
 - (d) All required information stored and available for DERM review for a period of no less than five (5) years;
 - (e) DERM has remote access to review and download data compiled from the processes implemented herein.
17. The submittals required pursuant to this Agreement are subject to review and approval, approval with conditions, or disapproval by DERM. Implementation of the approved submittals shall be completed within the timeframes provided in the DERM approval. Nothing herein shall prevent Respondent from requesting, and from DERM approving, extensions of time for good cause. If DERM disapproves any submittals, an itemized explanation will be included in the disapproval letter. The Respondent shall fully address all items detailed in the disapproval letter within the timeframes provided in said letter.
18. This Agreement constitutes a lawful order of the Director of the DERM and violation of any requirement may subject Respondent to further enforcement including court action.

SETTLEMENT COSTS

19. The Respondent hereby certifies that Respondent has the financial ability to comply with the terms or conditions set forth herein and hereby agrees to comply with any payment requirements specified in this Agreement. Provided that Respondent fully and timely complies with the requirements within this Agreement, DERM agrees that the penalties, fees and costs are the full amount imposed by DERM

and agreed to by Respondent in full satisfaction of matters contained herein, and that no other penalties, costs or fees shall be imposed, except as provided herein.

20. DERM has determined and Respondent agrees that due to the violation specified in paragraph 5 herein, a civil penalty of \$75,000 is appropriate. The Respondent shall, within thirty (30) days of the effective date of this Agreement, submit a certified check made payable to Miami-Dade County. The payment shall be sent to Miami-Dade County, Environmental Resources Management, Department of Regulatory and Economic Resources, 701 NW 1st Court, Cashier's Office, 3rd Floor, Miami, Florida, 33136-3912, c/o John Andersen, Environmental Code Enforcement Coordinator. Payment shall include the reference to "DWO-86 Penalty."
21. The Respondent is encouraged to mitigate all or a portion of the penalty assessed pursuant to Paragraph 20 of this Agreement by the implementation of DERM-approved in-kind project(s), equaling or exceeding 150% of the penalty assessed, which will result in Basin improvements that directly benefit City of Hialeah citizens and businesses and support the protection of public health. If the Respondent seeks to mitigate all or a portion of the penalty, Respondent shall, within thirty (30) days of the effective date of this Agreement, submit to DERM for review and approval a detailed "In-Kind Project Proposal." Any in-kind project(s) shall not be a project already required pursuant to Chapter 24 of the Code or the Federal Consent Decree. Should the Respondent fail to provide in-kind services in the manner approved by DERM, the Respondent shall pay the prorated amount of the \$75,000 penalty based on the outstanding percentage of in-kind services remaining.
22. Respondent shall, within thirty (30) days from the effective date of this Agreement, submit a certified check made payable to Miami-Dade County in the amount of five-hundred dollars (\$500) to cover DERM administrative and follow-up costs in this matter. Payment shall be sent to Miami-Dade County, Environmental Resources Management, Department of Regulatory and Economic Resources, 701 NW 1st Court, Cashier's Office, 3rd Floor, Miami, Florida 33136-3912, c/o John Andersen, Environmental Code Enforcement Coordinator. Payment shall include the reference to "DWO-86 Admin."
23. Within the Term of this Agreement or with respect to obligations which survive the Term of this Agreement, in the event Respondent fails to timely comply with any of the requirements of paragraphs

10, 11, 12, 16, 17, and 26 of this Agreement, upon notice of non-compliance by DERM to Respondent and opportunity to cure, upon the failure to cure said non-compliance within the time frames as specified by DERM, Respondent shall pay DERM a civil penalty of \$100.00 per violation for each day of non-compliance.

- (a) The stipulated monetary penalties provided herein shall not be construed as a limitation on DERM's ability to take any action or impose any other non-monetary penalties allowed by law, including but not limited to Chapter 24 of the Code, for failure to timely comply with any of the requirements of paragraphs 10, 11, 12, 16, 17, and 26 of this Agreement, and DERM hereby reserves the right to take such action. In such case, DERM shall give notice of its intention to take any action or impose any other non-monetary penalties allowed by law, including but not limited to those provided by Chapter 24 of the Code, and DERM shall provide Respondent with an opportunity to demonstrate compliance, or alternatively appeal DERM's decision under the terms of this Agreement, and pursuant to, and consistent with, Section 24-11 of the Code.
- (b) The stipulated monetary penalties provided herein shall continue to accrue as provided herein, during any Dispute Resolution (defined as the period of time where in the Parties are disputing any penalty to be imposed), but said stipulated monetary penalties provided herein need not be paid until the following:
 - i. If the dispute regarding stipulated monetary penalties is resolved by agreement or without timely appeal to the Environmental Quality Control Board ("EQCB"), Respondent shall pay DERM accrued penalties determined to be owing, within thirty (30) days of the effective date of the agreement concerning the penalties.
 - ii. If the dispute is appealed to EQCB and DERM prevails in whole or in part, without timely appeal of the relevant EQCB Order to the Circuit Court Appellate Division (or other appropriate appeals court), Respondent shall pay DERM all accrued penalties determined to be owed by EQCB Order, , within sixty (60) days of receiving the EQCB Order.
 - iii. If the EQCB Order is appealed, and DERM prevails in whole or in part upon appeal, Respondent shall pay all accrued penalties determined to be owed within fifteen (15) days of receiving the final Appellate Court decision.
- (c) Payment of the aforesaid penalties shall be made to Miami-Dade County by check or money order. Payment shall be sent to DERM, 701 NW 1st Court, Cashier's Office, 3rd Floor, Miami, Florida 33136-3912, c/ o John Andersen, Environmental Code Enforcement Coordinator.

GENERAL PROVISIONS

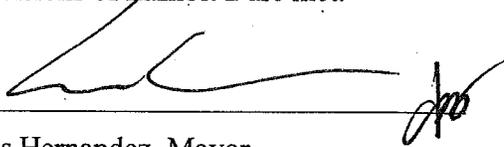
24. The terms and conditions set forth in this Agreement may be enforced in any court of competent jurisdiction pursuant to Chapter 24 of the Code, Section 1-5 of the Code, the Florida Administrative Code, or the Florida Statutes.
25. Entry into this Agreement does not relieve Respondent of the responsibility to comply with applicable federal, state, or local laws, regulations and ordinances.
26. Reports submitted by Respondent pursuant to paragraphs 10 and 11 of this Agreement shall be reviewed for completeness and accuracy and signed by an authorized City of Hialeah senior management official with the following attestation:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering such information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

27. Where timetables cannot be met, due to circumstances beyond Respondent's control, Respondent shall submit a written request for extension of the timetable(s), with supporting documents to DERM, stating the cause(s) of any delay or non-compliance and the extension of time requested. A determination of the reasonableness of the delay or non-compliance shall be made by DERM for the purposes of continuation of enforcement actions and the imposition of penalties pursuant to paragraph 23 of this Agreement. The time period to comply shall be tolled during this time and until a final determination by DERM.

28. Respondent retains the right to seek review of any action or decision of the DERM Director pursuant to Sections 24-8(5) and 24-11 of the Code unless explicitly waived in this Agreement. Further, Respondent acknowledges and agrees that the content of this Agreement shall not be subject to review, as per Section 24-7(15)(c) of the Code.
29. This Agreement shall neither be evidence of a prior violation of Chapter 24 of the Code nor shall it be deemed to impose any limitation upon any investigation or action by DERM in the enforcement of the Code, the Florida Administrative Code, or the Florida Statutes.
30. In consideration of the complete and timely performance by the Respondent of the terms and conditions set forth in this Agreement, DERM waives its rights to seek judicial imposition of damages or criminal or civil penalties for the matters alleged in this Agreement.
31. This Agreement shall become effective upon the date of execution by the Director of DERM.
32. Term. This Agreement shall remain in effect until the compliance, reporting, and implementation requirements pursuant to paragraphs 10-17 and the provisions of Exhibit 2 are met.

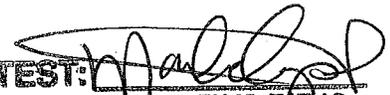
1/22/20
Date



Carlos Hernandez, Mayor
City of Hialeah

Before me, the undersigned authority, personally appeared

Carlos Hernandez,

ATTEST: 
MARBELYS FATJO
City Clerk

who after being duly sworn, deposes and says that he has read and agreed to the foregoing.

Subscribed and sworn to before me this 29 day of January, 2019²⁰

by: Carlos Hernandez

(Name of Affiant)

Personally Known or Produced Identification _____

(Check One)

Type of Identification Produced: _____



Notary Public



FOR OFFICE USE ONLY

Date

Lee N. Hefty, Director
Division of Environmental Resources Management
Department of Regulatory and Economic Resources

Witness

Witness

EXHIBIT 1 - TBT Businesses

Business Name	Address	Business Name	Address
	3777 NW 46 St, Hialeah 33146		4915 E 2 Ave Hialeah 33013
	3600 W 18 Ave 100, Hialeah 33018		5341 W 20 Ave Hialeah 33012
	4439 E 10 Ct, Hialeah 33013		1840 W 49 St 302 Hialeah 33012
	2375 W 80 St 7, Hialeah 33016		533 W 27 St Hialeah 33010
	1275 W 47 PL 301-302 Hialeah 33012		1275 W 47 PL #304 Hialeah 33012
	5999 W 16 Ave Hialeah 33012		1275 W 47 PL #302 Hialeah 33012
	1520 W 41 St Hialeah 33012		5800 Palm Ave Hialeah 33012
	2750 W 68 St 122 Hialeah 33016		2750 W 68 St 109 Hialeah 33016
	223 w 27 st Hialeah 33012		865 E 49 St Hialeah 33013
	2552 W 3 Ct A Hialeah 33012		135 W 49 St Hialeah 33012
	496 W 18 St Hialeah 33010		1120 E 25 St Hialeah 33013
	3456 W 84 St F-101 Hialeah 33018		7700 W 20 Ave Hialeah 33016
	1840 W 49 St 302 Hialeah 33012		135 W 49 St Hialeah 33012
	14450 NW 102 Ave		3110 W 84 St 6 Hialeah 33018
	875 W 20 St		3110 W 48 St 8 Hialeah 33018
	7575 W 36 Ave		5485 Palm Ave Hialeah 33012
	2631 W 79 St Hialeah 33016		1978 W 60 St Hialeah 33012
	8051 W 24 Ave 1 Hialeah 33016		5501 NW 36 Ave Hialeah 33142
	5341 W 20 Ave Hialeah 33012		5948 W 16 Ave Hialeah 33012
	3725 NW 41 St Hialeah 33142		135 W 49 St Hialeah 33012
	2470 W 3 Ave Hialeah 33010		2750 W 68 St 109 Hialeah 33016
	270 W 25 St Hialeah 33010		2750 W 68 St 109 Hialeah 33016
	2323 W 52 St Hialeah 33016		1677 W 33 PL Hialeah 33012
	1905 W 60 St Hialeah 33012		3792 W 12 Ave Hialeah 33012
	5 E 44 St Hialeah 33013		194 E 4 Ave Hialeah 33010
	5511 NW 37 Ave Hialeah 33142		135 W 49 St Hialeah 33012
	1275 W 47 PL 453 Hialeah 33012		135 W 49 St Hialeah 33012
	5341 W 20 Ave Hialeah 33012		135 W 49 St Hialeah 33012
	3675 NW 58 St Hialeah 33142		1602 Palm Ave Hialeah 33010
	2350 W 60 St 9 Hialeah 33016		8010 W Hialeah Gardens Blvd Hialeah 33018
	1275 W 47 PL 304 Hialeah 33012		7195 W 12 Ave Hialeah 33014
	564 Hialeah Dr Hialeah 33010		2750 W 68 St 125-126 Hialeah 33016
	6910 NW 37 Ave Hialeah 33147		2216 Palm Ave Hialeah 33010
	4480 E 11 Ave Hialeah 33013		1675 W 49 St Hialeah 33012
	4342 E 10 Ct Hialeah 33013		3418 W 84 St 100-110 Hialeah 33018
	455 W 23 St 1 Hialeah 33010		7105 W 12 Ave 4 Hialeah 33014
	712 Palm Ave Hialeah 33010		1255 W 46 St #18 Hialeah 33012
	5590 W 20 Ave 302 Hialeah 33016		1275 W 47 PL 432 Hialeah 33012
	621 W 20 St Hialeah 33010		4605 E 10 Ave Hialeah 33010
	2750 W 68 St 133 Hialeah 33016		135 W 49 St Hialeah 33012
	2582 W 3 Ave Hialeah 33010		1290 W 49 St 4 Hialeah 33012
	455 W 23 St 4-5 Hialeah 33010		135 W 49 St Hialeah 33012
	1275 W 47 PL #304 Hialeah 33012		2150 W 68 St 204 Hialeah 33016
	475 E Okeechobee Rd Hialeah 33010		7963 W 28 Ave Hialeah 33016
	3120 W 84 St 9 Hialeah 33018		2690 W 12 Ave Hialeah 33010
	2697 W 76 St Hialeah 33016		1060 W 29 St Hialeah 33012
	1081 E 25 St Hialeah 33013		135 W 49 St Hialeah 33012
	1536 E 4 Ave Hialeah 330103		651 W. 17 ST
	1025 SE 5 St Hialeah 33010		1060 W. 29 ST
	142 W 29 St Hialeah 33012		543 W. 27 ST
	549 W 28 St Hialeah 33010		3800 W. 12th Avenue, Suite 1

EXHIBIT 2
BASIN REHABILITATION REQUIREMENTS

- 1) The Respondent shall, within ninety (90) days of the effective date of this Agreement, submit to DERM a plan to bring all Pump Station Basins, as specified in Exhibit 3 attached hereto, into compliance with the requirements of Chapter 24 of the Code. The plan shall identify all actions being taken, or to be taken, by the Respondent to bring each Basin into compliance and shall include anticipated completion dates for each action.
- 2) The Respondent shall, within three-hundred sixty-five (365) days of the effective date of this Agreement, rehabilitate all Basins under Moratorium, excluding basins under Absolute Moratorium, for issues unrelated to Sanitary System Evaluation Survey (SSES) requirements into full compliance with the provisions of Chapter 24 of the Code. The Respondent may request no more than two (2) six-month extensions for DERM review in accordance with the provisions of paragraph 26 of this Agreement
- 3) The Respondent shall, within eighteen (18) months of the effective date of this Agreement, rehabilitate all Basins under Absolute Moratorium, and all Basins under Moratorium for SSES (exceeding 5,000 gpdim), into full compliance with the provisions of Chapter 24 of the Code. The Respondent may request no more than two (2) six-month extensions for DERM review in accordance with the provisions of paragraph 26 of this Agreement.
- 4) The Respondent shall, within three hundred-sixty-five (365) days of the effective date of this Agreement, submit a Basin Plan of Action that provides the technical and financial framework which will minimize or eliminate future Moratoriums, and that provides for remediation of future Moratoriums within twelve (12) months from the date DERM changes the status of a Basin to Incomplete Moratorium (IN) or Initial Moratorium (IM).

EXHIBIT 3 - PS Status

As of 1/14/2020

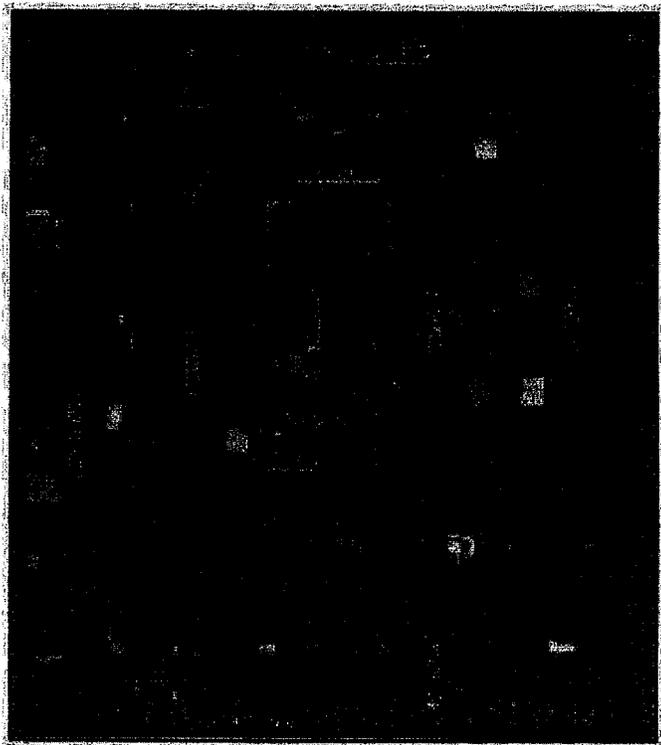
Station Number	Address	Status Code	Status Date
005	1198 E 6 ST	IN	
008	6998 NW 37 AVE	IN	
012	3511 E 9 LN	CM	
056	2750 W 2 AVE	AM	
105	3296 W 14 AVE	CM	
109	3980 W 6 AVE	IN	
116	1780 W 44 PL	IN	
119	1351 W 49 PL	IN	
124	1790 W 56 ST	IN	
127	1400 W 62 ST	AM	
128	6190 W 18 AVE	IN	
131	1250 W 69 ST	IN	
133	1425 W 72 ST	CM	
140	7999 W 18 AVE	IN	
141	8030 W 12 AVE	IN	
143	591 W 83 ST	IN	
154	2975 W 72 ST	CM	

EXHIBIT 4
Municipal GIS Water & Sewer Atlas/As-Builts Submittals
Technical Guidance
(Full Document Provided under Separate Cover)



Municipal GIS Water and Sewer
Atlas and As-Builts
Submittals

Technical Guidelines



Date:

December 4, 2018