



**MEMORANDUM
OFFICE OF THE COUNTY MANAGER**

Agenda Item No. 7(R)(1)(C)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: January 20, 2004

FROM: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", is written over the printed name of George M. Burgess.

SUBJECT: Approval of Water
Services Agreement
for Homestead Air
Reserve Base

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the Water Services Agreement for the Homestead Air Reserve Base.

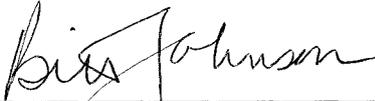
BACKGROUND

As we have reported in the past, Miami-Dade County, acting as the Local Redevelopment Agency, is finalizing negotiations with the Air Force Real Property Agency (AFRPA) for the transfer of approximately 595 acres of surplus property located adjacent to the former Homestead Air Force Base. Negotiations also include the transfer of existing infrastructure and the connection of the Homestead Air Reserve Base (HARB) to the public water system. The basis of the negotiations is the Homestead Reuse Plan and Economic Development Conveyance Application that was approved by the Board and submitted to the Air Force in December, 2001. As you may recall, our approved plan contemplates development to occur in two phases. Phase 1 incorporates those parcels (parcels 3, 4, 5 and 7) that have been remediated of any environmental contamination and, due to their location, hold the greatest potential for redevelopment. The plan further provides for a seven-year redevelopment time frame for this phase. Phase 2 provides for the development of Parcel 11 with industrial/institutional uses.

WATER SERVICES AGREEMENT

The former Homestead Air Force Base property presently receives water service from a private water treatment plant that is owned and operated by the Air Force. A component of the transfer of surplus property to Miami-Dade County includes the transfer of the well field. Therefore, the Air Force intends to disconnect the private system and put the water treatment plant out of service after it connects to the County water mains. The well field that provides the water to the base will be transferred to Miami-Dade County as part of the transfer of surplus property.

The County offered the Air Force a reduction of the water service rates paid by MDWASD retail customers. The rate offered is seventy-five percent (75%) of the standard water service rate. This water rate is made available to only the Homestead Air Reserve Base due to its unique size, historic relationship to Miami-Dade County, and status as the only air reserve base in Miami-Dade County. Furthermore, this special consideration is being recommended in recognition of the economic impact that the Base has on the Miami-Dade economy and is representative of one of the many efforts that the community is implementing to protect the Base from the 2005 Base Realignment and Closure Commission review. In the event that designation of Base be removed or modified, whether by actions of the federal Base Realignment and Closure Review, or through any other action, the reduced water rate will no longer be applicable and retail rates will be applied. All other terms and conditions of the Service Contract are standard in nature not requiring further review or consideration.



Bill Johnson
Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: January 20, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(R)(1)(C)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor

Agenda Item No. 7(R)(1)(C)

Veto _____

1-20-04

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF THE
WATER SERVICES AGREEMENT FOR THE HOMESTEAD
AIR RESERVE BASE

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that that this Board authorizes the execution of the water services agreement for the Homestead Air Reserve Base.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Richard B. Rosenthal

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HOMESTEAD AIR RESERVE BASE, ID# 17136

**SERVICE CONTRACT
FOR
WATER FACILITIES
AND
PROVISION OF WATER SERVICE
FOR
HOMESTEAD AIR RESERVE BASE
BETWEEN
MIAMI-DADE COUNTY
AND
UNITED STATES OF AMERICA**

This instrument prepared by:

Utilities Development Division
Miami-Dade Water and Sewer Department
P.O. Box 330316
Miami, Florida 33233-0316

HOMESTEAD AIR RESERVE BASE, ID# 17136

THIS SERVICE CONTRACT, made and entered into at Miami-Dade County, Florida, this _____ day of _____, 2003 by and between **Miami-Dade County**, a political subdivision of the State of Florida, as contractor for the provision of water service, hereinafter designated as the "**COUNTY**", whose mailing address is: c/o Miami-Dade Water and Sewer Department, 3575 S. LeJeune Road, Miami, Florida 33146-2221 and **United States of America**, hereinafter designated as the "**US GOVERNMENT**", represented by the Contracting Officer of the **Department of the Air Force** executing this Service Contract, whose mailing address is: c/o Homestead Air Reserve Base, 29050 Coral Sea Blvd., Box 68, Homestead, FL 33039-1299.

1. SCOPE

1.1 WATER SERVICE PROVIDER. The **Miami-Dade Water and Sewer Department**, hereinafter designated as the "**DEPARTMENT**", a department of the **COUNTY**, operates the water systems owned by the **COUNTY**.

1.2 US GOVERNMENT'S PROPERTY. The **US GOVERNMENT** owns a certain tract of land in Miami-Dade County, Florida, known as Homestead Air Reserve Base, which is legally described in **Exhibit "A"** attached hereto and made a part hereof, hereinafter, sometimes described as the "**US GOVERNMENT'S** property". The **US GOVERNMENT** has requested that the ~~DEPARTMENT~~ render water service to the **US GOVERNMENT'S** property and the **COUNTY** agrees to do so subject to the terms, covenants and conditions contained herein.

1.3 **PROVISION OF WATER SERVICE.** The **COUNTY** shall provide an adequate domestic water supply to the **US GOVERNMENT'S** property. The **US GOVERNMENT** shall purchase and receive adequate domestic water supply from the **COUNTY** to serve the **US GOVERNMENT'S** property. Upon connection to the **COUNTY** water supply system, the **US GOVERNMENT** shall disconnect the existing water treatment plant located within the **US GOVERNMENT'S** property and render it inoperable.

2. **CHARGES AND PAYMENTS**

2.1 **RATES.** The Department hereby certifies and represents to the **US GOVERNMENT** that all charges under this Service Contract are being assessed pursuant to rates, tariffs, rules and regulations as approved and as may be modified from time to time by the **COUNTY'S** Board of County Commissioners, hereinafter designated as the "BCC", except that nothing herein shall be contrary to federal law.

The **DEPARTMENT** further certifies and represents to the **US GOVERNMENT** the following: (a) that the water connection charges to be paid under this Service Contract are not in excess of charges that similar present customers of the **DEPARTMENT** would be required to pay for like service under similar circumstances, (b) that the water service rates to be paid under this Service Contract represent seventy-five percent (75%) of the water service rates paid by retail customers of the **DEPARTMENT**, subject to the following provisions: This water rate is made available to only the Homestead Air Reserve Base due to

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its unique size, historic relationship to Miami-Dade County, and status as the only air reserve base in Miami-Dade County. Should that designation be removed or modified, whether by actions of the federal Base Realignment and Closure Review, or through any other action, the **US GOVERNMENT** recognizes and agrees that the water rates specified above will no longer be applicable and the **COUNTY'S** retail rates shall apply.

2.2 WATER CONNECTION CHARGES. The **US GOVERNMENT** shall pay water

connection charges for all those units located within the **US GOVERNMENT'S** property that are to be connected to the **COUNTY'S** water system. 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, multiplied by the applicable rates established and set by the **COUNTY** for all prospective customers. The **US GOVERNMENT** intends to connect an existing military base comprised of seven hundred (700) airport employees, twenty-five (25) bar and cocktail lounge stools, two (2) recycling type car wash units, one (1) hand type car wash unit, one hundred (100) banquet hall seats, twenty-seven thousand five hundred (27,500) square feet of health spa / gym space, two hundred ninety (290) hotel rooms, two hundred twenty-two thousand six hundred one (222,601) square feet of office space, one hundred (100) full service restaurant seats, one hundred twenty-seven thousand thirty (127,030) square feet of warehouse space, four hundred thirty-two (432) square feet of barbershop space and twenty (20) fire station beds. Therefore, the agreed total average daily gallonage is eighty-five

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thousand three hundred forty-four (85,344) gallons, resulting in water connection charges in the amount of one hundred eighteen thousand six hundred twenty-eight dollars and sixteen cents (\$118,628.16). Water connection charges shall be calculated at the rates in effect at the time of actual connection to the **COUNTY'S** water system and shall be paid by the **US GOVERNMENT** prior to the **DEPARTMENT'S** installation of a water meter and the rendition of service to the **US GOVERNMENT'S** property. The **DEPARTMENT'S** current water connection charge rate is one dollar and thirty-nine cents (\$1.39) per gallon per day. The water connection charge rate is subject to revision at any time prior to actual connection. The total water connection charge amount due by the **US GOVERNMENT**, as calculated in this Section, shall be adjusted by the water main oversizing credits specified in Section 5.1 herein.

2.3 SERVICE CHARGES. The **US GOVERNMENT** agrees to pay to the **COUNTY** the prevailing service charges as established and set by the **COUNTY** for all existing and prospective customers, and as further modified by Section 2.1 herein, for water supply and fire protection to the **US GOVERNMENT'S** property as may be applicable.

Monthly water service charges billed the **US GOVERNMENT** under this Service Contract shall be based on the actual water volumes metered at the **US GOVERNMENT'S** property. The **US GOVERNMENT'S** service billings under this Service Contract for all metered water consumption shall commence the month

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following the date of initial water service. Payments hereunder shall not be made in advance of services rendered.

Invoices for water service rendered shall be prepared and submitted once each calendar month. All invoices shall contain such data as may be required to substantiate the billing, including a statement of the actual meter readings at the beginning and at the end of the billing period, total monthly water usage, and total cost of water service for the month based on the rates specified herein.

The **US GOVERNMENT** shall be responsible for payment of service charges rendered. Determination of late payment charges, if any, shall be made in accordance with the provisions of the **DEPARTMENT'S** rate tariff, terms of service, or rules and regulations.

Should any meter fail to measure accurately the volumes passing through said water meters, the charge for water consumed during the time the meter is out of service shall be based on estimated volumes as jointly determined and agreed upon by the **DEPARTMENT** and the **US GOVERNMENT**. An appropriate adjustment will be made to the next monthly **US GOVERNMENT** service bill after agreement is reached on the volume of water delivered during such period. A meter shall be deemed accurate if, when tested, it registers within plus or minus two percent (+ - 2%) of normal. The **DEPARTMENT** shall be solely responsible for any necessary maintenance and calibration of said meters.

2.4 **EXISTING SEWER SERVICE.** The **US GOVERNMENT** hereby acknowledges and agrees that the sanitary sewage flows generated within the

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US GOVERNMENT'S property are currently collected and disposed of by the **COUNTY** pursuant to a separate agreement between Miami-Dade County, as successor to Miami-Dade Water and Sewer Authority, and the **US GOVERNMENT** ("the sewer agreement") dated March 16, 1982. Collection and disposal of sewage will continue according to the terms of the sewer agreement unless and until such time as the sewer agreement terminates. Nothing contained herein is intended to supersede or alter the terms of said sewer agreement between Miami-Dade County and the **US GOVERNMENT**. All billings for sewer service shall be rendered pursuant to said sewer agreement and shall be mailed to the address on page two (2) of this Service Contract.

Notwithstanding the foregoing, if said sewer agreement terminates, the **COUNTY** and the **US GOVERNMENT** shall jointly determine the need for a subsequent sewer agreement. In any such subsequent agreement, and provided that the **US GOVERNMENT'S** property remains designated as an air-reserve base, the **US GOVERNMENT** shall be billed for sewer services at the wholesale rate then applicable for sewer services. Should that designation be removed or modified, whether by actions of the federal Base Realignment and Closure Review, or through any other action, the **US GOVERNMENT** recognizes and agrees that sewer rates specified in the sewer agreement will no longer be applicable and the **COUNTY'S** retail rates shall apply.

2.5 **OTHER USES ON THE PROPERTY.** The **US GOVERNMENT** shall notify the **DEPARTMENT** if it intends to connect existing buildings and/or construct building

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units and/or uses on the **US GOVERNMENT'S** property for which the total average daily gallonage as calculated by using **Exhibit "B"** attached hereto will increase the total average daily gallonage specified hereinabove. Additional capacity will be required, therefore, connection charges, computed at prevailing rates, capacity allocation, if available, and construction connection charges, if any, shall be increased accordingly by an addendum to this Service Contract. If applicable, the **US GOVERNMENT** shall provide the **COUNTY** a list of all tenants prior to the installation of any domestic water meters by the **COUNTY** for the **US GOVERNMENT'S** property.

3. WATER MAIN INSTALLATION AND SERVICE SPECIFICATIONS

3.1 WATER SERVICE POINT OF CONNECTION. The **COUNTY** owns and operates a twenty-four (24) inch water main located in S.W. 288th Street (a.k.a. Bougainville Boulevard) and S.W. 132nd Avenue.

3.2 WATER MAIN INSTALLATION. The **US GOVERNMENT** has installed and connected a twenty-four (24) inch water main and all appurtenances thereto for a complete installation in S.W. 288th Street from S.W. 132nd Avenue easterly to approximately seven hundred (700) feet east of S.W. 127th Avenue (a.k.a. Coral Sea Boulevard) along the entire northern boundary of the **US GOVERNMENT'S** property together with a twelve (12) inch water main and a sixteen (16) inch water

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main southerly into the **US GOVERNMENT'S** property located west of Westover Street and east of S.W. 127th Avenue, respectively.

3.3 **WATER METER ASSEMBLIES.** The **US GOVERNMENT** has installed two (2) ten (10) inch water meter assemblies within the **US GOVERNMENT'S** property connected to the aforementioned twelve (12) and sixteen (16) inch water mains located west of Westover Street and east of S.W. 127th Avenue, respectively.

3.4 **BACKFLOW PREVENTION DEVICES.** The **US GOVERNMENT** has installed appropriate backflow prevention devices downstream of each aforementioned water meter assembly and hereby agrees and acknowledges that the backflow prevention devices have passed all required tests and inspections.

3.5 **WATER SERVICE LINES.** Any water service lines two (2) inches in diameter or less that are required for the **US GOVERNMENT'S** property which will be directly connected to existing mains owned by the **COUNTY**, shall be installed by **COUNTY** personnel only. The **US GOVERNMENT** hereby agrees to pay to the **COUNTY** its standard water service line installation charge, permit fees and service fees prior to any such installation.

3.6 **PRIVATE FACILITIES.** The **US GOVERNMENT** hereby agrees and acknowledges that all private water and sewer facilities, including plumbing lines, located within the **US GOVERNMENT'S** property shall be owned, operated and

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maintained by the **US GOVERNMENT**, its successors and/or assigns. Furthermore, the **US GOVERNMENT** does hereby relieve the **COUNTY** from any responsibility or duty to operate and maintain said private facilities. Private facilities are hereby defined as, all facilities not conveyed or transferred to the **COUNTY** for operation, maintenance or ownership by the **COUNTY**.

3.7 MAINTENANCE OF PRIVATE FACILITIES. The **US GOVERNMENT** further agrees that it shall operate and maintain all private facilities in an efficient manner and in complete compatibility with the **COUNTY'S** system. The **US GOVERNMENT** agrees to make, at its sole expense, any changes or additions to its private facilities, which, from time-to-time, may be required in order to be compatible with the **COUNTY'S** system. Failure by the **US GOVERNMENT** to implement the changes or additions shall be cause for the termination of water service by the **COUNTY**.

4. TRANSFER OF WATER FACILITIES

4.1 RESPONSIBILITY OF TRANSFER OF WATER FACILITIES. Water facilities, as specified in Sections 3.2 and 3.3, have been installed within the **US GOVERNMENT'S** property as well as outside of the **US GOVERNMENT'S** property. Delegation of responsibility for the provision of all documents and instruments, and conveyance of properties required hereinbelow is hereby established as follows:

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- a. Air Force Reserve, Department of the Air Force; whose Contracting Officer is executing this contract, shall be responsible for all documents as required hereinbelow with the exception of the granting of easements for water facilities installed outside the **US GOVERNMENT'S** property.
- b. Air Force Real Property Agency, an agency of the Department of the Air Force, hereinafter designated as the "AFRPA", whose mailing address is: 1700 N. Moore Street, Suite 2300, Arlington VA 22209, pursuant to terms and conditions of "Interim Lease Agreement and Operating Agreement" (Lease No. BCA-OL-Y-01-1001) for the former Homestead Air Force Base entered into by and between the Secretary of the Air Force and the **COUNTY** and authorized by the BCC on September 14, 1995, by Resolution No. R-1191-95, and subsequent amendments, shall be responsible for the granting of easements for the water facilities installed outside of the **US GOVERNMENT'S** property.

The **US GOVERNMENT** hereby acknowledges and agrees that final acceptance by the **COUNTY** of the documents, instruments and water facilities to be provided by and required of both the **US GOVERNMENT** and AFRPA is a condition precedent to the provision of water service to the **US GOVERNMENT'S** property and the **COUNTY** shall have no obligation to provide such service absent such conveyances.

- 4.2 **FACILITIES EASEMENTS.** Easements for water facilities shall be granted to the **COUNTY**, by easements and/or other legal instruments acceptable to the

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COUNTY, in accordance with Section 4.1 above. Easements shall be a minimum width of twelve (12) feet centered on the water facilities and shall have twenty-five (25) feet of vertical clearance. Furthermore, it is hereby acknowledged and understood by the **US GOVERNMENT** and by the **COUNTY** that the **US GOVERNMENT**, due to federal government guidelines and restrictions, is unable to grant a perpetual easement for the water facilities at this time. Therefore, in an effort to expedite the provision of water service to the **US GOVERNMENT'S** property by the **COUNTY**, the **COUNTY** agrees to accept a grant of easement instrument, acceptable to the **COUNTY**, with a term of five (5) years with the understanding that the **US GOVERNMENT** shall diligently process, or seek to have processed, the necessary documentation to provide fully executed perpetual easements to the **COUNTY**. The granting of said easements is a condition precedent prior to the **COUNTY'S** installation of a water meter and/or rendition of service to the **US GOVERNMENT'S** property.

- 4.3 **DRAWINGS AND CONVEYANCE DOCUMENTS.** Following completion of the water facilities contemplated herein for **COUNTY** ownership, the **COUNTY** shall provide conveyance documents, which may include bills of sales, releases of liens, grants of easements and/or instruments, as specified herein, for execution by the **US GOVERNMENT**. Responsibility of execution of said documents and instruments shall be in accordance with Section 4.1 hereinabove. The properly executed documents shall be delivered to and accepted by the **COUNTY** prior to the rendition of water service by the **COUNTY**. Any charges imposed by the office of

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the Miami-Dade County Clerk of Circuit and County Courts, hereinafter, designated as the "**CLERK'S OFFICE**", for the recording of said instruments and/or documents shall be in accordance with the rate schedule established by the **CLERK'S OFFICE** and payable by the **US GOVERNMENT**. These conveyances shall be accompanied by copies of paid bills and/or lien waivers, releases, or satisfactions from all persons who performed work on **US GOVERNMENT'S** property and all persons who incorporate materials into the property, together with a breakdown of the actual cost of said facilities.

Concurrently, the **US GOVERNMENT** shall furnish the **COUNTY** with one (1) set of mylar as-built drawings showing specific locations and depths among other things, of all facilities as located by a licensed surveyor, along with four (4) prints of the as-built drawings which have been sealed by a surveyor and certified by the engineer of record. Approval by the **COUNTY** of all required conveyance documents, drawings and survey specified herein 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**.

4.4 **OWNERSHIP OF WATER FACILITIES.** Upon conveyance to the **COUNTY** of the aforementioned water facilities, the **DEPARTMENT** shall forthwith assume full responsibility for the operation and maintenance of said facilities.

Notwithstanding the payment of a connection charge by the **US GOVERNMENT** to the **DEPARTMENT**, transfer of the water systems, up to and including the point

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of connection shall remain in the **DEPARTMENT'S** name and the **DEPARTMENT** shall be responsible for any and loss or damage to the system and their appurtenant facilities.

4.5 **OWNERSHIP OF WATER METER.** The **COUNTY** shall provide, own and install the required water meters at its own expense as a part of any water service installation. Ownership by the **COUNTY** shall terminate at the outlet side of each water meter.

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

5. CREDITS

5.1 **WATER MAIN OVERSIZING CREDITS.** It is agreed that a sixteen (16) inch water main is necessary to adequately serve the **US GOVERNMENT'S** property. However, the **COUNTY** required that a twenty-four (24) inch water main be installed in S.W. 288th Street in order to comply with the **COUNTY'S** Public Works Manual and with the **DEPARTMENT'S** master plans, policies and regulations. Therefore, the **COUNTY** shall allow an oversizing credit of twenty dollars (\$20.00) per lineal foot for the difference between the sixteen (16) inch water main and the twenty-four (24) inch water main. The length of said twenty-four (24) inch water main is

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estimated to be three thousand four hundred fifty-nine (3,459) feet resulting in an estimated credit to the **US GOVERNMENT** of sixty-nine thousand one hundred eighty dollars (\$69,180.00).

Both parties agree that the oversizing credits shall be calculated based on the actual quantities of oversized facilities installed by the **US GOVERNMENT** as specified in the bill of materials and as-built drawings submitted by the **US GOVERNMENT** at time of conveyance and approved by the **COUNTY**. The **DEPARTMENT**, upon completion, proper conveyance to the **COUNTY** and placement into service of the oversized water facilities, shall apply the water main oversizing credits as determined herein as credits towards the water connection charges due by the **US GOVERNMENT** as specified in Section 2.2 herein.

5.2 CONNECTION/FRONTAGE BY OTHERS. Parties other than the **US GOVERNMENT** who own property, other than the **US GOVERNMENT'S** property, which has frontage to any water main installed outside of the **US GOVERNMENT'S** property pursuant to this Service Contract may apply to the **COUNTY** for connections to said water main.

If said parties actually connect, the **COUNTY** will impose a construction connection charge equal to thirty dollars (\$30.00) multiplied by the front foot length of the connecting property which fronts the water main as measured along the route of the main. The **COUNTY** will also impose construction connection charges on such other parties if said water main is required, in accordance with guidelines and criteria established by the **DEPARTMENT**, in order to provide adequate service for

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the fronting 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 Service Contract. It is further agreed that the **DEPARTMENT** shall retain payment of construction connection charges payable to the **US GOVERNMENT** for the oversized water main until such time that the amounts retained equal the amount of the oversizing credit paid to the **US GOVERNMENT**.

Thenceforth, the **DEPARTMENT** shall apply said construction connection charges as credits towards the service charges due by the **US GOVERNMENT** as specified in Section 2.3 herein. However, the **COUNTY'S** liability for repayment to the **US GOVERNMENT** 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 water main facilities constructed by the **US GOVERNMENT**. 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 water main facilities constructed by the **US GOVERNMENT** to the date of payment by the connecting party. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes** at the time of payment by the connecting party. It shall be the **US GOVERNMENT'S** responsibility to provide the **COUNTY** with current mailing addresses during the twelve (12) year period.

6. PLANT AND SYSTEM CAPACITY

6.1 TREATMENT AND TRANSMISSION CAPACITY. In addition to the covenants and conditions set forth herein, water service to be rendered by the COUNTY is subject to available water by the COUNTY. However, in no event will the COUNTY be obligated to supply any more water 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 water resources 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 availability of the water resource and the various restrictions placed on the supply of water by local, state and federal government agencies and the physical limitations on the COUNTY'S supply and treatment capacity. If the US GOVERNMENT does not utilize the yearly amount of water treatment facility allocation specified in Exhibit "C", said amount will be available to the US GOVERNMENT in the next calendar year subject to the limitations and provisions specified herein.

6.2 ALLOCATION OF CAPACITY. The COUNTY agrees to include the aforesaid allocation in its regional water supply, production and transmission facilities. However, it is mutually agreed and understood by the COUNTY and the US GOVERNMENT that the allocation of capacity by the COUNTY does not guarantee the ability of the COUNTY to supply water for the US GOVERNMENT'S property. Capacity allocation is subject to local, state and federal agencies and

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other regulatory bodies having jurisdiction. In connection therewith, the **US GOVERNMENT** agrees that the **COUNTY** shall not be liable or in any way responsible for any costs, claims or losses incurred by the **US GOVERNMENT** as a result of actions by regulatory bodies, which are related to capacity allocation.

7. SERVICE CONTRACT GENERAL PROVISIONS

7.1 TERM OF SERVICE CONTRACT. This Service Contract shall continue in effect until terminated at the option of the **US GOVERNMENT** by the giving of written notice not less than thirty (30) days in advance of the effective date of termination. In the event that the **US GOVERNMENT** terminates this Service Contract, the **DEPARTMENT** shall cut and disconnect the **US GOVERNMENT'S** property from the **COUNTY'S** water system at the metering stations serving the **US GOVERNMENT'S** property.

7.2 ENFORCEABILITY. This Service Contract, when duly authorized, executed and delivered by each party hereto, shall constitute a legal, valid and binding obligation of each enforceable against the other in accordance with its terms.

7.3 ENTIRE SERVICE CONTRACT. This Service Contract supersedes all previous service contracts, agreements and representations, whether oral or written, between the **US GOVERNMENT** and the **COUNTY** and made with respect to the provision of water service to the **US GOVERNMENT'S** property and when duly executed

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constitutes the complete Service Contract between the
US GOVERNMENT and the **COUNTY**.

7.4 **MODIFICATION.** It is acknowledged by both parties that there may be circumstances, which require Supplemental Service Contracts between the **DEPARTMENT** and the **US GOVERNMENT**. To the extent that any such Supplemental Service Contracts are not consistent with the terms and conditions of this Service Contract, the **US GOVERNMENT** and the **DEPARTMENT** may enter into such contracts to supplement the provisions of this Service Contract. No alteration, change or modifications of the terms of this Service Contract shall be valid unless made in writing and signed by both parties hereto.

7.5 **SEVERABILITY.** If any part of this Service Contract is held to be invalid, the remainder of this Service Contract shall not be affected thereby.

7.6 **ASSIGNMENT OF SERVICE CONTRACT.** No right to any water supply service commitment provided for in this Service Contract 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

HOMESTEAD AIR RESERVE BASE, ID# 17136

to require consent of the **DEPARTMENT** for assignments or transfers of any water 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 **US GOVERNMENT'S** property, so that the **COUNTY** can adequately determine the demand for water capacity and plan for the fair and equitable allocation of water capacity among the residents of Miami-Dade County. Consent, when required, shall not unreasonably be withheld by the **DEPARTMENT**. If the **US GOVERNMENT'S** property is transferred or conveyed, the **US GOVERNMENT** shall remain liable to the **COUNTY** for all sums of money and all obligations due hereunder unless released in writing by the **COUNTY**.

7.7 **FORCE MAJEURE.** Should either party be prevented from performing any obligations herein, including but not limited to water 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 the 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,

HOMESTEAD AIR RESERVE BASE, ID# 17136

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.

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

7.9 **RECORDING OF SERVICE CONTRACT.** This Service Contract 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. Any charges imposed by the **CLERK'S OFFICE** for the recording of this Service Contract shall be in accordance with the rate schedule established by the **CLERK'S OFFICE** and payable by the **US GOVERNMENT.**

HOMESTEAD AIR RESERVE BASE, ID# 17136

IN WITNESS WHEREOF, the parties hereto have caused this Service Contract to be executed by their respective officials as of the day and year above written.

WITNESSETH:

UNITED STATES OF AMERICA

Henry Burgain
signature

HENRY BURGAIN
print name

Gwendolyn M. Rackley
signature

GWENDOLYN M. RACKLEY
print name

STATE OF Florida
COUNTY OF Miami-Dade

By: John G. Marshburn

Contracting Officer
Department of the Air Force

JOHN G. MARSHBURN
CONTRACTING OFFICER
print name and title

The foregoing instrument was acknowledged before me this 18th day of November, 2003, by JOHN G. MARSHBURN, Contracting Officer of the Department of the Air Force, who is personally known to me or and has/hasn't produced _____ as identification and did/did not take an oath.

Connie E. Dodson
Notary Public
CONNIE E. DODSON
print name

CC 910 138
Serial Number

Approved as to form and legal sufficiency:

Assistant County Attorney
Miami-Dade County

[Signature]
Approved as to form and legal sufficiency:
Installation General Counsel, 482nd FW
Department of the Air Force

ATTEST:
HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
County Manager

EXHIBIT "A" OF SERVICE CONTRACT
BETWEEN
MIAMI-DADE COUNTY
AND
UNITED STATES OF AMERICA

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Sections 6 and 7, Township 57 South, Range 40 East and Sections 1, 2, 11, 12, 13 and 14, Township 57 South, Range 39 East, Dade County, Florida, more particularly described as follows:

Commencing at the northwest corner of said Section 6, Township 57 South, Range 40 East: thence, following the West Line of the aforesaid Section 6, run South 00° 51' 16" East for a distance of 997.75 feet to a concrete monument with standard C.O.E. brass disk; thence, leaving the aforesaid West Line, run North 88° 25' 33" East for a distance of 289.40 feet to a concrete monument with standard C.O.E. brass disk and the POINT OF BEGINNING of the hereafter described parcel of land; thence run North 88° 25' 33" East for a distance of 838.43 feet to a 1" iron pipe set in dirt; thence run South 32° 10' 13" East for a distance of 227.22 feet to a concrete monument with standard C.O.E. brass disk; thence continue South 32° 10' 13" East for a distance of 160.13 feet to a point in a canal; thence run North 88° 26' 49" East for a distance of 35.01 feet to a concrete monument with standard C.O.E. brass disk; thence continue North 88° 26' 49" East for a distance of 1,294.52 feet to an aluminum disk set in concrete; thence run North 87° 55' 21" East for a distance of 703.36 feet to a concrete monument with standard C.O.E. brass disk; thence run South 40° 22' 28" East for a distance of 859.04 feet to a concrete monument with standard C.O.E. brass disk; thence continue South 40° 22' 28" East for a distance of 161.56 feet to a concrete monument with standard C.O.E. brass disk; thence run North 49° 48' 21" East for a distance of 309.26 feet to a concrete monument with standard C.O.E. brass disk; thence run South 40° 21' 59" East for a distance of 84.68 feet to a concrete monument with standard C.O.E. brass disk; thence continue South 40° 21' 59" East for a distance of 311.83 feet to a concrete monument with standard C.O.E. brass disk; thence run South 49° 48' 21" West for a distance of 309.41 feet to a concrete monument with standard C.O.E. brass disk; thence run South 40° 55' 05" East for a distance of 810.38 feet to a concrete monument with standard C.O.E. brass disk; thence following the arc of a clockwise curve to the right described by Delta = 15° 36' 56", Radius = 1,095.92 feet, Arc Length = 298.69 feet and whose chord bears South 41° 01' 38" West for a distance of 297.76 feet to a concrete monument with standard C.O.E. brass disk; thence run South 49° 14' 27" West for a distance of 791.10 feet to a concrete monument with standard C.O.E. brass disk; thence run South 00° 34' 22" East for a distance of 243.03 feet to a concrete monument with standard C.O.E. brass disk; thence run South 88° 49' 18" West for a distance of 286.55 feet to a concrete monument with standard C.O.E. brass disk; thence continue South 88° 49' 18" West for a distance of 4.81 feet to a point under exposed tree roots; thence run South 49° 14' 11" West for a distance of 2.80 feet to a concrete monument with standard C.O.E. brass disk; thence continue South 49° 14' 11" West for a distance of 1,353.30 feet to a concrete monument with standard C.O.E. brass disk; thence run South 00° 44' 50" East for a distance of 477.54 feet to a standard C.O.E. brass disk in asphalt; thence run South 89° 13' 41" West for a distance of 50.76 feet to a concrete monument with standard C.O.E. brass disk; thence run South 00° 40' 59" East for a distance of 663.86 feet to a concrete monument with standard C.O.E. brass disk; thence run North 89° 00' 30" East for a distance of 49.98 feet to a standard C.O.E. brass disk in asphalt; thence run South 00° 40' 14" East for a distance of 1,048.75 feet to an aluminum disk set in bedrock; thence run South 89° 00' 38" West for a distance of 49.98 feet to a concrete monument with standard C.O.E. brass disk; thence run South 89° 08' 54" West for a distance of 609.90 feet to an aluminum disk set in bedrock; thence run North 00° 41' 44" West for a distance of 350.03 feet to a found P.K. Nail in a concrete pad; thence run South 89° 07' 50" West for a distance of 1,468.07 feet to a concrete monument with standard C.O.E. brass disk;

EXHIBIT "A" OF SERVICE CONTRACT
BETWEEN
MIAMI-DADE COUNTY
AND
UNITED STATES OF AMERICA

LEGAL DESCRIPTION CONTINUED

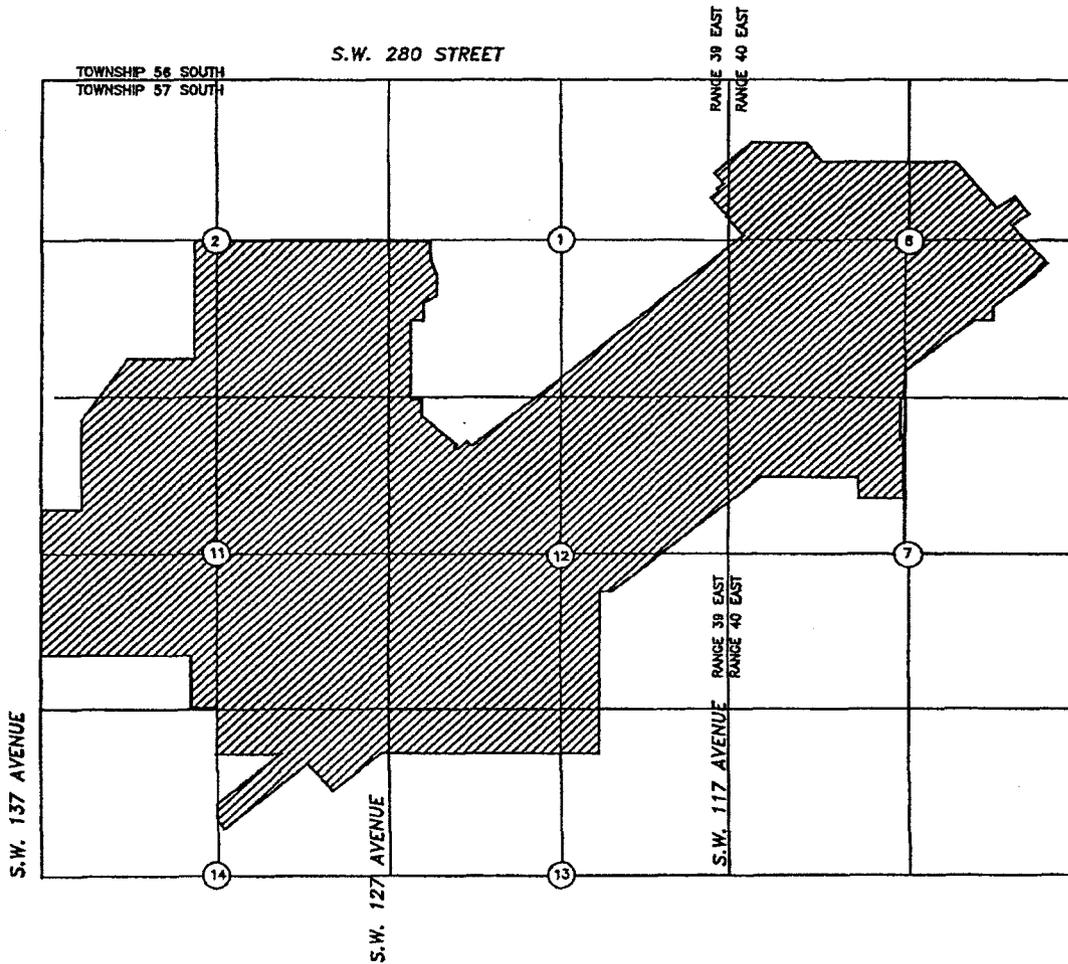
thence run South 49° 41' 54" West for a distance of 677.25 feet to a concrete monument with standard C.O.E. brass disk; thence run South 49° 41' 27" West for a distance of 1,345.51 feet to a concrete monument with standard C.O.E. brass disk; thence run South 49° 41' 54" West for a distance of 1,039.35 feet to a concrete monument with standard C.O.E. brass disk; thence run South 89° 31' 54" West for a distance of 169.68 feet to a concrete monument with standard C.O.E. brass disk; thence run South 00° 44' 18" East for a distance of 1,998.47 feet to a 1" iron pipe set in asphalt; thence run South 00° 35' 04" East for a distance of 750.09 feet to a concrete monument with standard C.O.E. brass disk; thence run South 89° 24' 21" West for a distance of 666.29 feet to an aluminum disk set in bedrock; thence run South 89° 19' 48" West for a distance of 2,679.91 feet to an aluminum disk set in asphalt; thence run South 89° 32' 43" West for a distance of 75.37 feet to an aluminum disk set in bedrock; thence run South 49° 03' 02" West for a distance of 485.12 feet to a concrete monument with standard C.O.E. brass disk; thence run South 49° 55' 01" West for a distance of 499.91 feet to an aluminum disk set in bedrock; thence run North 40° 57' 45" West for a distance of 562.55 feet to a 5/8" rebar set in center of 3" stem of original monument; thence run South 48° 46' 46" West for a distance of 25.09 feet to a 5/8" rebar set in center of 3" stem of original monument; thence run North 41° 04' 15" West for a distance of 50.06 feet to a 5/8" rebar set in center of 3" stem of original monument; thence run South 49° 03' 21" West for a distance of 1,674.65 feet to an aluminum disk set in concrete; thence run North 37° 41' 41" West for a distance of 200.63 feet to an aluminum disk set in concrete; thence run North 00° 51' 28" West for a distance of 260.01 feet to an aluminum disk set in concrete; thence run North 49° 03' 28" East for a distance of 1,305.59 feet to an aluminum disk set in concrete; thence run South 89° 22' 21" West for a distance of 998.99 feet to a concrete monument with standard C.O.E. brass disk; thence run South 89° 49' 54" West for a distance of 29.61 feet to an aluminum disk set in asphalt; thence run North 00° 52' 06" West for a distance of 749.89 feet to a 1" iron pipe set in concrete block; thence run South 89° 13' 22" West for a distance of 295.69 feet to a 1" iron pipe set in asphalt; thence run North 01° 46' 51" West for a distance of 907.27 feet to a concrete monument with standard C.O.E. brass disk; thence run South 89° 10' 13" West for a distance of 2,362.07 feet to a concrete monument with standard C.O.E. brass disk; thence run North 01° 46' 55" West for a distance of 1,732.08 feet to a standard C.O.E. brass disk in asphalt; thence run North 00° 58' 43" West for a distance of 743.96 feet to a concrete monument with standard C.O.E. brass disk; thence run North 88° 52' 32" East for a distance of 671.80 feet to a brass disk set in concrete; thence run North 00° 59' 42" West for a distance of 1,520.02 feet to an aluminum disk set in concrete; thence run North 32° 15' 08" East for a distance of 1,234.85 feet to an aluminum disk set in concrete; thence run North 89° 05' 40" East for a distance of 1,042.91 feet to an aluminum disk set in concrete; thence run North 00° 24' 07" West for a distance of 1,992.55 feet to a railroad spike in centerline of Biscayne Drive; thence run North 89° 05' 43" East along centerline of said Biscayne Drive for a distance of 3,631.66 feet to a standard C.O.E. brass disk in centerline of Biscayne Drive; thence run South 02° 19' 49" East for a distance of 50.00 feet to a concrete monument with standard C.O.E. brass disk; thence run South 01° 53' 05" East for a distance of 286.60 feet to a standard C.O.E. brass disk in asphalt; thence run South 19° 25' 28" East for a distance of 278.74 feet to a concrete monument with standard C.O.E. brass disk; thence run South 00° 17' 11" West for a distance of 334.06 feet to a concrete monument with standard C.O.E. brass disk; thence run South 57° 48' 29" West for a distance of 212.89 feet to a concrete monument with standard C.O.E. brass disk; thence run South 02° 09' 40" West for a distance of 314.10 feet to a concrete monument with standard C.O.E. brass disk; thence run North 89° 33' 27" West for a distance of 192.19 feet to a concrete monument with standard C.O.E. brass disk;

EXHIBIT "A" OF SERVICE CONTRACT
BETWEEN
MIAMI-DADE COUNTY
AND
UNITED STATES OF AMERICA

LEGAL DESCRIPTION CONTINUED

thence run South 00° 39' 40" East for a distance of 1,367.58 feet to a concrete monument with standard C.O.E. brass disk; thence run North 89° 02' 28" East for a distance of 176.22 feet to a concrete monument with standard C.O.E. brass disk; thence run South 01° 19' 45" East for a distance of 232.56 feet to a concrete monument with standard C.O.E. brass disk; thence run South 48° 15' 46" East for a distance of 649.78 feet to a concrete monument with standard C.O.E. brass disk; thence run South 40° 24' 39" East for a distance of 109.16 feet to a concrete monument with standard C.O.E. brass disk; thence run South 47° 13' 30" West for a distance of 45.66 feet to a concrete monument with standard C.O.E. brass disk; thence run South 42° 06' 01" East for a distance of 23.79 feet to a concrete monument with standard C.O.E. brass disk; thence run North 48° 59' 18" East for a distance of 209.24 feet to a concrete monument with standard C.O.E. brass disk; thence run South 42° 14' 11" East for a distance of 117.32 feet to a concrete monument with standard C.O.E. brass disk; thence run North 49° 03' 12" East for a distance of 999.95 feet to a concrete monument with standard C.O.E. brass disk; thence run North 49° 03' 34" East for a distance of 1,000.08 feet to a concrete monument with standard C.O.E. brass disk; thence run North 49° 03' 52" East for a distance of 999.93 feet to a standard C.O.E. brass disk set in asphalt; thence run North 49° 22' 19" East for a distance of 748.66 feet to a concrete monument with standard C.O.E. brass disk; thence run North 44° 12' 45" West for a distance of 20.32 feet to a concrete monument with standard C.O.E. brass disk; thence run North 49° 03' 14" East for a distance of 26.08 feet to a concrete monument with standard C.O.E. brass disk; thence run South 41° 02' 34" East for a distance of 20.13 feet to a concrete monument with standard C.O.E. brass disk; thence run North 48° 04' 22" East for a distance of 226.48 feet to a concrete monument with standard C.O.E. brass disk; thence run North 49° 03' 31" East for a distance of 1,000.03 feet to a standard C.O.E. brass disk set in asphalt; thence run North 49° 03' 27" East for a distance of 553.49 feet to a standard C.O.E. brass disk set in asphalt; thence run North 41° 07' 10" West for a distance of 285.55 feet to a concrete monument with standard C.O.E. brass disk; thence run North 40° 37' 58" West for a distance of 122.76 feet to a concrete monument with standard C.O.E. brass disk; thence run North 13° 49' 46" East for a distance of 22.17 feet to a concrete monument with standard C.O.E. brass disk; thence run North 40° 59' 35" West for a distance of 407.60 feet to a concrete monument with standard C.O.E. brass disk; thence run North 49° 41' 39" East for a distance of 185.68 feet to a concrete monument with standard C.O.E. brass disk; thence run North 45° 18' 08" West for a distance of 48.24 feet to a concrete monument with standard C.O.E. brass disk; thence run North 46° 16' 22" East for a distance of 96.15 feet to a concrete monument with standard C.O.E. brass disk; thence run South 41° 33' 06" East for a distance of 35.50 feet to a concrete monument with standard C.O.E. brass disk; thence run North 36° 19' 32" East for a distance of 40.41 feet to a concrete monument with standard C.O.E. brass disk; thence run North 42° 39' 15" West for a distance of 246.15 feet to a concrete monument with standard C.O.E. brass disk; thence run North 47° 20' 22" East for a distance of 780.90 feet to the POINT OF BEGINNING.

MIAMI-DADE COUNTY
 SECS. 1,2,11,12,13 & 14-57-39
 &
 SECS. 6 & 7-57-40



PORTIONS OF SEC. 1, 2, 11, 12, 13 AND 14 TWP 57 S. RGE 39 E. AND SEC. 6 AND 7 TWP 57 S. RGE 40 E.

EXHIBIT "A"-1

LOCATION SKETCH FOR: HOMESTEAD AIR RESERVE BASE ID#17136

DRAWN: ECG

CHECKED:

SCALE: NTS

DATE: 08/08/03

MIAMI - DADE WATER AND SEWER DEPARTMENT

**EXHIBIT "B" OF SERVICE CONTRACT
BETWEEN
MIAMI-DADE COUNTY
AND
UNITED STATES OF AMERICA**

SCHEDULE OF DAILY RATED GALLONAGE FOR VARIOUS OCCUPANCY

<u>TYPES OF LAND USES</u>	<u>GALLONS PER DAY</u>
Adult Congregate Living Unit / Residential Type Institution or Facility (Not a Nursing Home or Convalescent Home)	100 gpd/person
Airport	5 gpd/passenger <i>PLUS</i> 10 gpd/employee
Apartment	200 gpd/unit
Banquet Hall	25 gpd/seat
Barber Shop	10 gpd/100 sq. ft.
Bar and Cocktail Lounge	15 gpd/seat (stool)
Beauty Shop	75 gpd/chair
Bowling Alley	100 gpd/lane
Camper or R.V. Trailer Park	150 gpd/space
Car Wash	
a) Recycling-Type	750 gpd/bay
b) Hand-Type	3,500 gpd/bay
Coin Laundry	225 gpd/washer
Country Club	25 gpd/member
Dental Office	250 gpd/dentist <i>PLUS</i> 200 gpd/wet chair
Duplex or Twin Home Residence	250 gpd/unit
Factory	
a) With showers	20 gpd/100 sq. ft.
b) Without showers	10 gpd/100 sq. ft.
Food Preparation Outlet (Bakeries, Meat Markets, Commissaries, etc.)	(350 gpd minimum) 50 gpd/100 sq. ft.
Funeral Home	10 gpd/100 sq. ft.
Gas Station / Convenience Store / Mini-Mart	450 gpd/unit
Health Spa or Gym	35 gpd/100 sq. ft.
Hospital	250 gpd/bed
Hotel or Motel	100 gpd/room

HOMESTEAD AIR RESERVE BASE, ID# 17136

<u>TYPES OF LAND USES (CONTINUED)</u>	<u>GALLONS PER DAY</u>
House of Worship	3 gpd/seat
Kennel	30 gpd/cage
Laundromat	225 gpd/washer
Marina	40 gpd/boat slip
Mobile Home Residence / Park	300 gpd/unit
Motor Vehicle Service Station	10 gpd/100 sq. ft.
Nursing / Convalescent Home	150 gpd/bed
Office Building	10 gpd/100 sq. ft.
Pet Grooming	10 gpd/100 sq. ft. PLUS 75 gpd/tub
Physician Office	250 gpd/physician
Public Park	
a) With toilets	5 gpd/person
b) With showers and toilets	20 gpd/person
Public Swimming Pool Facility	10 gpd/person
Restaurant	(350 gpd minimum)
a) Full-Service	50 gpd/seat
b) Fast-Food	35 gpd/seat
c) Take-Out	50 gpd/100 sq. ft.
School	
a) Day care / Nursery	5 gpd/student
b) Regular School	10 gpd/student
c) With cafeteria, add	5 gpd/student
d) With showers, add	5 gpd/student
e) Teachers and Staff	15 gpd/person
Shopping Center (dry uses only)	5 gpd/100 sq. ft.
Single Family Residence	350 gpd/unit
Speculation Building	20 gpd/1,000 sq. ft.
Stadium, Racetrack, Ballpark, Fronton, Auditorium, etc.	3 gpd/seat
Store (dry uses only)	5 gpd/100 sq. ft.
Theater	
a) Indoor Auditorium	3 gpd/seat
b) Outdoor Drive-in	5 gpd/space
Townhouse Residence	250 gpd/unit
Veterinarian Office	250 gpd/veterinarian PLUS
a) With kennels	30 gpd/cage
Warehouse	
a) Regular or Industrial	20 gpd/1,000 sq. ft.
b) Mini Storage or Mini Warehouse	5 gpd/1,000 sq. ft.

LEGEND:

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

NOTES:

- 1) Gallonage refers to 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. (i.e. apartment, townhouse, etc.)

HOMESTEAD AIR RESERVE BASE, ID# 17136

EXHIBIT "C" OF SERVICE CONTRACT
BETWEEN
MIAMI-DADE COUNTY
AND
UNITED STATES OF AMERICA

BUILDING CONNECTION SCHEDULE

<u>TYPE AND NUMBER OF UNITS</u>	<u>GALLONAGE (gpd)</u>	<u>COMPLETION OF BUILDING CONNECTION</u>
700 airport employees	7,000	2003 - 2004
25 bar and cocktail lounge stools	375	2003 - 2004
2 car wash units (recycling type)	1,500	2003 - 2004
1 car wash unit (hand type)	3,500	2003 - 2004
100 banquet hall seats	2,500	2003 - 2004
27,500 sq. ft. health spa / gym space	9,625	2003 - 2004
290 hotel rooms	29,000	2003 - 2004
222,601 sq. ft. office space	22,260	2003 - 2004
100 full service restaurant seats	5,000	2003 - 2004
127,030 sq. ft. warehouse space	2,541	2003 - 2004
432 sq. ft. barbershop space	43	2003 - 2004
20 fire station beds	2,000	2003 - 2004