



**20- Year Water Supply
Facilities Work Plan**

Prepared by



an Employee Owned Company

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EXCEPTIONAL SOLUTIONS

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TABLE OF CONTENTS

Sections

1.0	INTRODUCTION	2
1.1	Statutory History	2
1.2	Statutory Requirements	3
2.0	BACKGROUND INFORMATION	
2.1	Overview	5
2.2	Relevant Regional Issues	7
3.0	DATA ANALYSIS	
3.1	Population Information	8
3.2	Maps of Current and Future Areas Served	8
3.3	Potable Water Level of Service Standard	10
3.4	Population and Potable Water Demand Projections by Each Local Government Utility	10
3.5	Water Supply Provided by Other Entities	14
3.6	Conservation	17
3.7	Local Government Specific Actions, Programs, Regulations, Opportunities	18
3.8	Regional and Countywide Issues	18
3.9	Reuse	19
4.0	CAPITAL IMPROVEMENTS	
4.1	Work Plan Projects	19
4.2	Capital Improvements/Schedule	22
5.0	GOALS, OBJECTIVES AND POLICIES	25
6.0	CONCLUSION	25

Appendix A – Miami Dade Water & Sewer Department Water Agreement

1.0 INTRODUCTION

The purpose of the Town of Surfside 20-Year Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction. Chapter 163, Part II, F.S., requires local governments to prepare and adopt Work Plans into their Comprehensive Plans within 18 months after the water management district approves a regional water supply plan. The updated Lower East Coast Supply Plan was approved by the South Florida Water Management District (SFWMD) on February 15, 2007; therefore, the deadline for local governments within the Lower East Coast jurisdiction to amend their comprehensive plans, and adopt a Work Plan is August 15, 2008.

Residents of the Town of Surfside purchase their water directly from Miami Dade Water and Sewer Department (WASD). Under this arrangement, the Town of Surfside Public Works Department coordinates with Miami Dade to ensure that adequate capacity is available for existing and future customers and that supporting infrastructure, such as the water lines, are adequately maintained.

The Town of Surfside Water Supply Facilities Work Plan will reference data from WASD's 20 year water supply plan, since the town is a wholesale customer. According to state guidelines, the Work Plan and the comprehensive plan amendment must address the development of traditional and alternative water supplies, bulk sales agreements and conservation and reuse programs that are necessary to serve existing and new development for a minimum of a 10-Year planning period. This plan matches the WASD plan in planning length of 20 years.

The Town's Work Plan is divided into six sections:

1. Introduction
2. Background Information
3. Data Analysis
4. Capital Improvements
5. Goals, Objectives, and Policy Discussion
6. Conclusion

1.1 Statutory History

In 2002, 2004, and 2005 Florida Legislature enacted bills to address the State's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapter 163 and 373 Florida Statutes (F.S.) by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for

improving coordination between the local land use planning and water supply planning.

1.2 Statutory Requirements

The following highlights the statutory requirements:

1. Coordinate appropriate aspects of its comprehensive plan with the appropriate water management district's regional water supply plan. [163.3177(4) (a), F.S.]
2. Ensure that its future land use plan is based upon availability of adequate water supplies and public facilities and services. [s.163.3177 (6) (a), F.S., effective July 1, 2005.] Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted to the Department of Community Affairs (DCA) for review. The submitted package must also include an amendment to the Capital Improvements Element, if necessary, to demonstrate that adequate public facilities will be available to serve the proposed Future Land Use Map modification.
3. Ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the local government anticipates issuing a certificate of occupancy and consult with the applicable water supplier prior to approving building permit, to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy. [s.163.3180 (2) (a), F.S., effective July 1, 2005.] This "water supply concurrency" is now in effect, and local governments should be complying with the requirement for all new development proposals. In addition, local governments should update their comprehensive plans and land development regulations as soon as possible to address these statutory requirements. The latest point at which the comprehensive plan must be revised to reflect the concurrency requirements is at the time the local government adopts plan amendments to implement the recommendations of the Evaluation and Appraisal Report (EAR).
4. For local government subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:
 - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated regional water supply plan, or the alternative project

proposed by the local government under s. 373.0361(7), F.S. [s. 163.3177(6)(c), F.S.];

- b. Identify the traditional and alternative water supply projects, bulk sales agreements, and the conservation and reuse programs necessary to meet current and future water use demands within the local government's jurisdiction [s. 163.3177(6)(c), F.S.]; and
- c. Include a water supply facilities work plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development. [s. 163.3177(6) (c), F.S.] Amendments to incorporate the water supply facilities work plan into the comprehensive plan are exempt from the twice-a-year amendment limitation. [s. 163.3177(6) (c), F.S.]

- 5. Revise the 5-Year Schedule of Capital Improvements to include any water supply, reuse, and conservation projects and programs to be implemented during the five-year period.
- 6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the appropriate regional water supply plan, the applicable District Water Management Plan, as well as applicable consumptive use permit(s). [s.163.3177 (6) (d), F.S.]

If the established planning period of a comprehensive plan is greater than ten years, the plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for established planning period, considering the appropriate regional water supply plan. [s.163.3167 (13), F.S.]

- 7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with applicable regional water supply plans and regional water supply authorities' plans. [s.163.3177 (6) (h) 1. F.S.]
- 8. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with applicable regional water supply plans and regional water supply authorities' plans. [s.163.3177 (6) (h) 1. F.S.]
- 9. Address in the EAR, the extent to which the local government has implemented the 10-year water supply facilities work plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, bulk sales agreements, and conservation and reuse programs are meeting local water use demands. [s.163.3191 (2) (1), F.S.]

2.0 – BACKGROUND INFORMATION

2.1 Overview

The Town of Surfside is located between Miami Beach to the south and Bal Harbour to the north with the Atlantic Ocean to the east and the Village of Indian Creek and Bay Harbor Islands, separated by Indian Creek to the west. The Town of Surfside was incorporated on May 18, 1935 by 35 residents who signed the incorporation documents as members of the private Surf Club, which remains a significant landmark in Surfside.

The Town of Surfside is an evolving municipality consisting of approximately 329.5 acres. Approximately 67.3% is comprised of residential uses, 2.1% General Retail Services, 2.6% Community Facilities, and 28% of all other uses. The largest increase seen from 1995 to 2007 has been an increase in Moderate Density Residential. Private recreation facilities and parking have been redeveloped into residential to provide additional housing.

LAND USE INTENSITY

Table 2.1
Existing Land Use
For Illustrative Purposes Only

Existing Land Use	Land Area (ac)		
	1995	2007	% Change
Low Density Residential	173.8	173.7	-0.06
Moderate Density Residential	1.8	17.2	+855
High Density Residential/Tourist	33.7	31.1	-8
General Retail Services	5.5	6.8	+23
Private Recreation	18.6	0.8	-2,226
Community Facilities	37.0 +/- 35	8.5 +/- 35	-335
Parking	10.0	4.5	-123
Vacant/Undeveloped	2.8	4.3	+55
ROW	81.6	82.5	+1
Total Town Area (ac)	365	365	No Change

Source: Town of Surfside 1989 Comp Plan; 1995 EAR GIS calculations prepared by the Town of Surfside; Calvin, Giordano & Associates, 2007.

The largest increase from 1995 to 2007 has been in Moderate Density Residential land use. Private recreation facilities and parking have been redeveloped into residential use to provide additional housing. **Figure 2.1**

illustrates the Town of Surfside existing land use and **Figure 2.2** illustrates future land use.

Figure 2.1

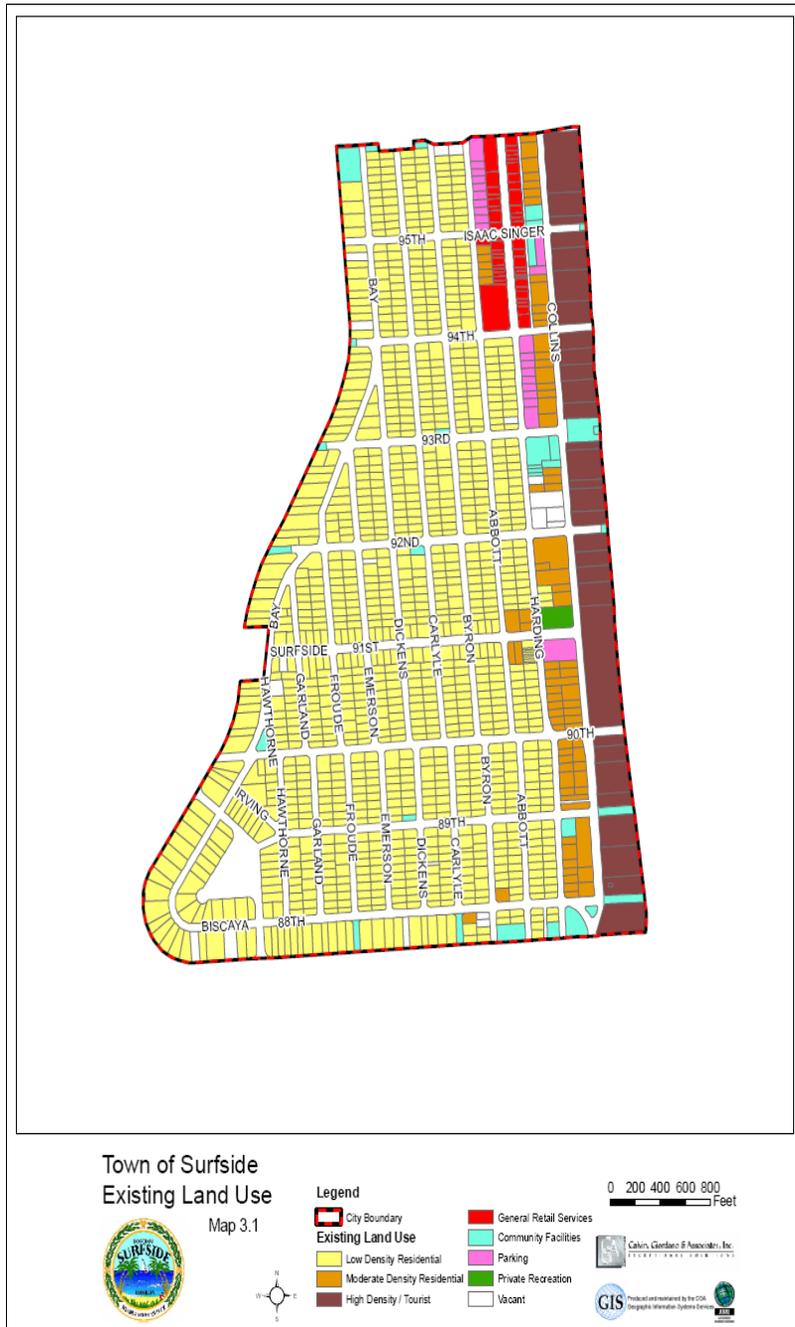
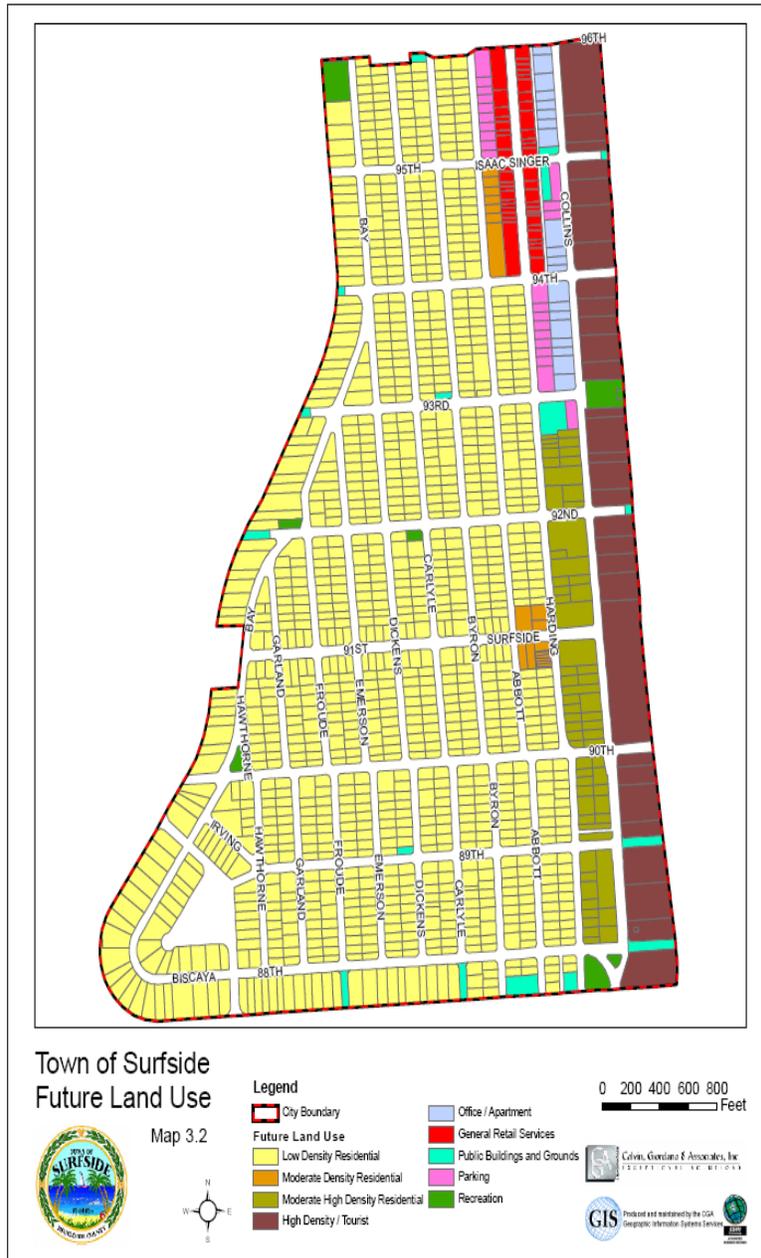


Figure 2.2



2.2 Relevant Regional Issues

As the state agency responsible for water supply in the Lower East Coast planning area, the South Florida Water Management District (SFWMD) plays a pivotal role in resource protection, through criteria used for Consumptive Use Permitting. As pressure increased on the Everglades ecosystem resource, the Governing Board initiated rule making to limit increased allocations dependent on

the Everglades system. As a result, the Regional Water Availability Rule was adopted by the Governing Board on February 15, 2007 as part of the SFWMD's Consumptive Use Permit Program. This reduced reliance on the regional system for future water supply needs, mandates the development of alternative water supplies, and increasing conservation and reuse.

3.0 – DATA ANALYSIS

3.1 Population Information

For the purposed of this report WASD population projections will be used to calculate projected water demands. WASD gathered population data found in **Table 3.1** from Miami-Dade County Department of Planning and Zoning (P&Z) and was derived from Transportation Analysis Zones (TAZ). The population projection were presented and accepted by the South Florida Water Management District (SFWMD).

Table 3.1
WASD Gathered Population Data

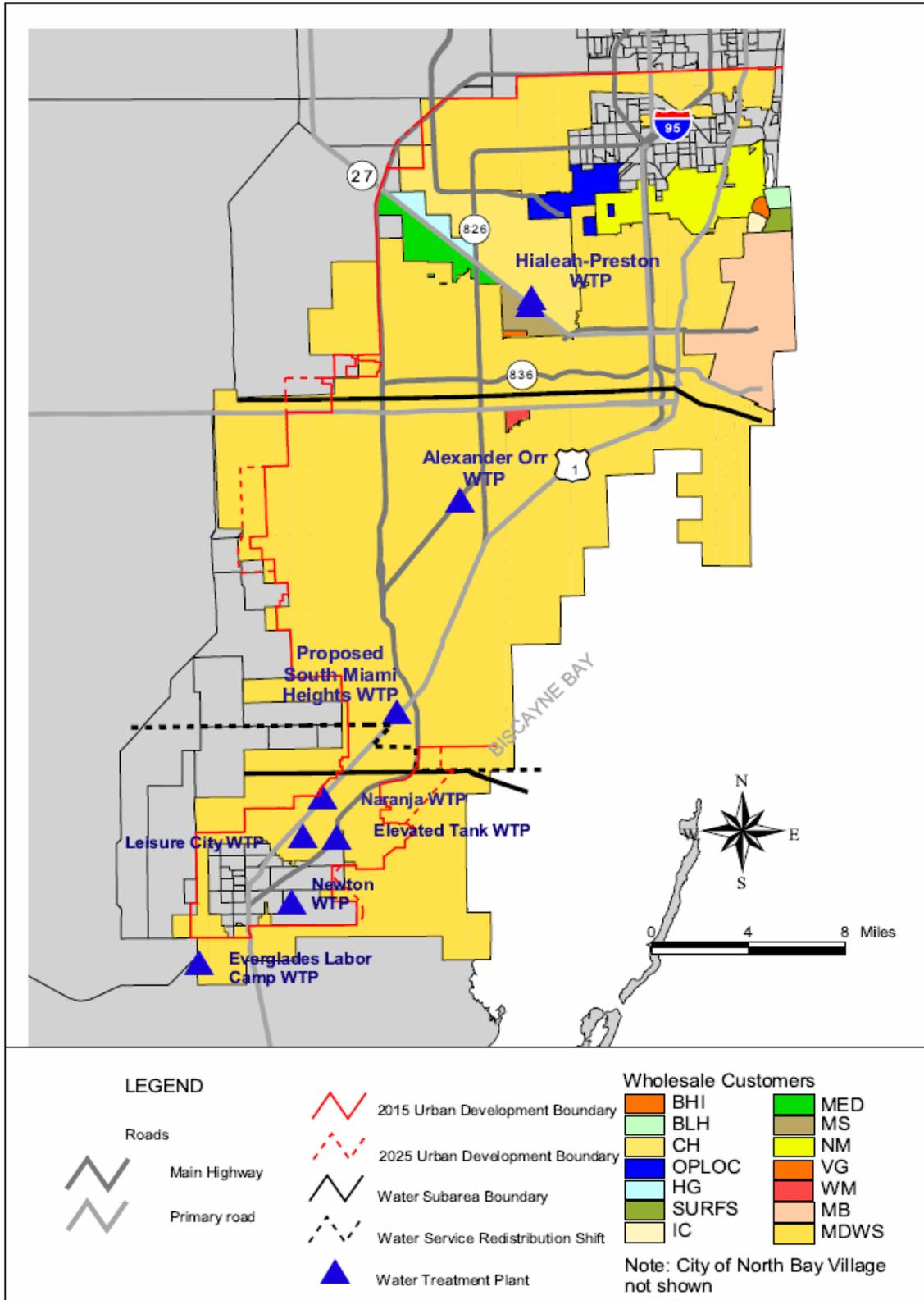
Municipality	Municipal Population Projections					
	Year					
	2007	2010	2015	2020	2025	2030
Town of Surfside	5,159	5,280	5,483	5,680	5,878	6,076

Source: Miami-Dade County Planning and Zoning Department, WASD 20 Year Water Supply Plan.

3.2 Map of Areas Served

The Town of Surfside is a wholesale customer and receives water in the Miami-Dade Water and Sewer Department Hialeah-Preston service area. The Hialeah-Preston service area is illustrated in **Figure 3.1**.

Figure 3.1



Source: Miami Dade County 2008 Water Supply Facilities Work Plan.

3.3 Potable Water Level of Service Standard

The Town of Surfside currently coordinates with WASD to meet existing and projected demands based on level of service (LOS). The existing LOS for the Town of Surfside based on WASD goals for potable water is as follows:

- a) The regional treatment system shall operate with a rated maximum daily capacity no less than 2 percent above the maximum daily flow for the preceding year, and an average daily capacity 2 percent above the average daily system demand for the preceding 5 years.
- b) Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi.
- c) Water quality shall meet all federal, state, and County primary standards for potable water.
- d) Countywide storage capacity for finished water shall equal no less than 15 percent of the Countywide average daily demand.
- e) The level of service (LOS) standard for potable water facilities shall be 155 gallons capita per day.

The 155 gallons capita per day (gpcd) value is WASD system wide finished water rate which was calculated by taking historical data. In 2007 the actual gpcd value for the town of surfside was 206 gpcd. The Town of Surfside is aware of this high gpcd value and is currently working with WASD to implement Water efficiency plans, public education, and BMPs to reduce the Town of Surfside’s gpcd value.

3.4 Population and Potable Water Demand Projections by Each Local Government Utility

Population projections for WASD’s entire service area in five year increments from year 2007 to 2027 and year 2030 are shown in **Table 3.3**. Overall, the population served by WASD is expected in increase approximately 26.2% from year 2006 to year 2030. WASD’s population projections are illustrated in Section 3.0 **Table 3.2**.

**Table 3.3
WASD Population Projections**

Year	Total WASD	Total County
2007	2,250,944	2,494,805
2012	2,349,221	2,670,569
2017	2,487,519	2,834,172
2022	2,609,268	2,979,533
2027	2,731,018	3,124,894
2030	2,804,068	3,212,111

Source: Miami-Dade Planning & Zoning Department

HISTORIC WATER DATA

Table 3.4
TOWN OF SURFSIDE HISTORIC WATER DATA

Municipality	Water Consumptions (MGD)			Municipal Population			Per Capita		
	2005	2006	2007	2005	2006	2007	2005	2006	2007
Town of Surfside	1.06	1.09	1.06	5078	5119	5159	209	214	206

Source: Miami Dade County WASD.

Table 3.4 indicates historic potable water consumed by the Town of Surfside. **Table 3.4** was developed by gathering billing data from the Town of Surfside and Miami Dade Water and Sewer Department (WASD).

Water Demand Projections

The Town of Surfside does not provide its own water supply and as a result it purchases water from WASD. The following projections are based on WASD 20-Year Water Supply Facilities Work Plan.

WASD water demand projections are based on initial system-wide finished water daily per capita use rate of 155 gallons per capita per day (gpcd). Historic raw and finished water uses for year 2001 through year 2006 are illustrated in **Table 3.5**. In addition, **Table 3.6** provides the projected raw and finished water use for year 2007 through year 2030. **Table 3.6** also provides projected raw water from the Biscayne and Floridan Aquifer in five-year increments to indicate future demands. Finally, **Table 3.7** provides water supply demands according to wholesale customers.

Table 3.5
Miami-Dade Water and Sewer Department (WASD)
Past Water Use (2001-2006)

FINISHED WATER HISTORICAL USE							RAW WATER HISTORICAL USE				
Year	Population served	Per Capita Usage (gpcd)	Total Annual Use (MG)	Average Month Use (MG)	Max Month Use (MG)	Ratio Max: Average Month	Total Annual Use (MG)	Average Month Use (MG)	Max Month Use (MG)	Ratio Max: Average Month	Ratio Finished: Raw (Total Annual Use)
TOTAL WASD WATER SYSTEM SERVICE AREA											
2001	2,073,679	151.28	114,493	9,541	9,927.5	1.04	117,159	9,763	10,129	1.04	1.0233
2002	2,103,951	156.99	120,614	10,051	10,961.4	1.09	122,931	10,244	11,163	1.09	1.0192
2003	2,134,223	158.51	123,511	10,293	10,676.1	1.04	125,884	10,490	10,878	1.04	1.0192
2004	2,164,495	156.90	124,301	10,358	10,861.1	1.05	126,685	10,557	11,063	1.05	1.0192
2005	2,194,768	154.96	124,098	10,341	10,734.8	1.04	126,670	10,556	11,031	1.04	1.0207
2006	2,225,040	153.30	124,677	10,390	10,988.6	1.06	127,019	10,585	11,170	1.06	1.0188
	5 year average (02-06)	156.13			3 year average (04-06)	1.05			3 year average (04-06)	1.05	1.02

Source: Miami-Dade County Planning and Zoning Department, WASD 20 Year Water Supply Plan.
From WASD Raw and Finished Water Historical Data 2001-2006

**Table 3.6
Miami-Dade Water and Sewer Department (WASD)
Water Demand Projection**

Year	Population	Finished Water Use (gpcd)	AADD Finished Water Use (MGD)	Water Conservation (MGD) Credit	Adjusted Finished Water Demand (MGD)	Adjusted Finished Water Use (gpcd)
2007	2,250,944	155	348.90	1.09	347.81	154.52
2008	2,230,894	155	345.79	2.24	343.55	154.00
2009	2,260,476	155	350.37	3.53	346.84	153.44
2010	2,290,058	155	354.96	4.82	350.14	152.90
2011	2,319,639	155	359.54	6.34	353.20	152.27
2012	2,349,221	155	364.13	7.77	356.36	151.69
2013	2,378,803	155	368.71	9.28	359.43	151.10
2014	2,408,385	155	373.30	10.09	363.21	150.81
2015	2,438,819	155	378.02	10.89	367.13	150.53
2016	2,463,169	155	381.79	11.70	370.09	150.25
2017	2,487,519	155	385.57	12.51	373.06	149.97
2018	2,511,869	155	389.34	13.30	376.04	149.71
2022	2,609,268	155	404.44	16.46	387.98	148.69
2027	2,731,018	155	423.31	19.62	403.69	147.82
2030	2,804,068	155	434.63	19.62	415.01	148.00

Source: Miami-Dade County Planning and Zoning Department, WASD 20 Year Water Supply Plan.

**Table 3.7
Water Supply Service Area
Wholesale Customers**

Municipality	Water Supply by WASD-Projected AADF Finished Water (mgd) – 155 gpcd					
	Year					
	2007	2010	2015	2020	2025	2030
Bay Harbour	0.63	0.65	0.68	0.71	0.74	0.77
Bay Harbour Islands	0.96	0.99	1.04	1.08	1.12	1.17
Hialeah	35.40	36.42	38.13	39.35	40.58	41.81
Hialeah Gardens	3.62	3.84	4.20	4.57	4.93	5.30
Indian Creek Village	0.01	0.01	0.01	0.01	0.01	0.01
Medley	0.09	0.10	0.11	0.11	0.12	0.13
Miami Beach	16.47	17.15	18.29	19.30	20.30	21.31
Miami Springs	2.42	2.45	2.51	2.55	2.59	2.63
North Bay Village	1.26	1.30	1.38	1.45	1.53	1.61
North Miami	10.76	11.24	13.0	12.43	13.00	13.41
North Miami Beach	7.60					n/a
Opa Locka	2.86	2.91	3.01	3.09	3.17	3.25
Surfside	0.80	0.82	0.85	0.88	0.91	0.94
Virginia Gardens	0.33	0.34	0.35	0.36	0.38	0.39
West Miami	0.91	0.92	0.92	0.93	0.93	0.93
Total	84.17	79.14	84.47	86.82	90.32	93.65

Source: 2007 Miami Dade 20 Year Water Supply Plan.

3.5 Water Supply Provided by Other Entities

The Miami-Dade County 20-Year Water Supply Facilities Work Plan was completed in 2008. The intent of the County Work Plan is to meet the statutory requirements mentioned in subsection 1.2 of this plan and to coordinate WASD's water supply initiatives with the Lower East Coast Water Supply Plan Update, prepared by the South Florida Water Management District.

The WASD's service area is the entire Miami-Dade County within the Urban Development Boundary (UDB), excluding portions of North Miami, North Miami Beach, Homestead and Florida City. The areas within the Urban Expansion are included in the planning horizon after 2015. The following summarizes WASD Work Plan:

- Description of population and water demand projections (Table 3.6 and 3.7 Water Supply Service Area, Retail and Wholesale Customers, respectively, by Municipality provides municipal population projections and projected AADF "Annual Average Daily Flow" finished water based on 155 gpcd. The population information was derived from Miami-Dade County Department of Planning and Zoning Transportation Analysis Zone (TAZ) 2004 population data. This subsection also provides a brief discussion of WASD's conservation and reuse programs.);
- Water Supply Facilities Work Plan details the facilities and proposed alternative water supply (AWS) projects that are planned in order to meet the water demands through 2030. The intent of the AWS projects is to assist WASD in meeting the water demands within their respective service area. These projects are expected to be completed increments consistent with the projected growth set forth in the Plan. The AWS projects and annual average daily demand (AADD) assumes that all current wholesalers will remain in WASD system through 2030, except for the City of North Miami Beach. The AWS projects are included in the County's Capital Improvement Element.

In the 20-Year Work Plan, WASD is committed to meet the water demand for the municipalities within the service area. The Town of Surfside is served by the Hialeah-Preston subarea. The Hialeah and John E. Preston WTPs are located at 200 W. 2nd Avenue and 1100 W. 2nd Avenue, respectively. The adjacent facilities in Hialeah share interconnected source water and finished water storage capacity. These two plants serve the Hialeah- Preston subarea, generally, the service area that lies north of Flagler Street. The two plants have similar treatment processes. The Hialeah-Preston WTPs are to receive groundwater from five Upper Floridan Aquifer wells located in the Miami Springs Wellfield and the Northwest Wellfield. These blending activities of brackish and fresh water are proposed to occur at the Hialeah-Preston WTPs by 2010. There are plans to re-rate and upgrade the Hialeah WTP to a capacity of 70 mgd, if necessary.

The Town of Surfside water distribution system consists of 11 miles of cast iron pipe installed in 1938 (see Figure 3-2). Primary mains feeding the system run under the Town's streets and vary in size from 6-inch to 16-inches in diameter, which feed three-inch and four-inch water lines located along the rear property lines. The four-inch lines provide service. The existing meters are constantly being calibrated and serviced to improve the accuracy of the flow readings for the entire system. The service area is the municipal boundary.

Figure 3-2



3.6 Conservation

Countywide Issues

The Miami-Dade Water Use Efficiency Plan

Currently, the Miami-Dade Water and Sewer Department (WASD) is implementing all Best Management Practices (BMPs) included in the 20-year Water Use Efficiency Plan, which was approved by the South Florida Water Management District. The Town of Surfside is currently working with WASD to implement the efficiency plan. The Town's Engineers are currently evaluating the existing water system by gathering data and performance data analysis to identify any type of flaws in the system. City engineers coordinate existing and proposed projects with WASD to assure all BMPs are being met.

Water Conservation Plans and Development Codes

In addition, all of WASD's wholesale customers are required to submit a Water Conservation Plan to the Department's Water Use Efficiency Section as mandated by County Ordinance 06-177, Section 32-83.1 of the Miami-Dade County Code. The Plan is currently in the process of being adopted by the Town of Surfside. The plan will identify BMPs based on population characteristics and type of service for each municipal service area.

Miami-Dade County has developed recommendations for new development that would achieve higher water use savings than currently required by code. The recommendations were developed by an Advisory Committee and were presented to the Board of County Commissioners (BCC) on June 5, 2007. These Water Conservation recommendations were adopted by Ordinance on February 5, 2008. The Ordinance requires that a manual for implementation of the recommendations be developed by July 2008. These Water efficiency recommendations represent an additional 30% to the water savings identified in the 20-year Water Use Efficiency Plan. All applicants will be required to comply with these future code requirements. The list of recommendations submitted to the BCC and the Ordinance relating to water use efficiency standard are presented in Appendix D and are also posted in the Miami-Dade Water Conservation Portal.

Per Capita Consumption

Furthermore, Miami-Dade Water and Sewer Department will establish per capita consumption for all municipalities including those in WASD's retail customer service area. Based on this data, the Department will work with the municipalities to address those with higher than average per capita's and will target programs for those areas. The County anticipates that the implementation of the BMPs identified in the 20-year Water Use Efficiency Plan will result in an adjusted system wide per capita of 155 gpcd by year 2027.

Historically the Town of Surfside's per capita value was over the system average of 155 gpcd. The Town of Surfside is aware of the high per capita value and is currently working with WASD to reduce the per capita value down to 155 gpcd by 2010.

The Town of Surfside will continue to comply with all Miami-Dade County water use efficiency requirements. The Town of Surfside recently completed the Utility Profile required by County Ordinance 06-177, and will continue to work with WASD's Water Use Efficiency Section to develop the Town's Water Conservation Plan and identify best management practices (BMPs).

3.7 Local Government Specific Actions, Programs, Regulations, Opportunities

The Town will coordinate future water conservation efforts with WASD and SFWMD to ensure that proper techniques are applied. In addition, the Town will continue to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation in a cost-effective and environmentally sensitive manner. The Town will continue to actively support the SFWMD and Miami-Dade County in the implementation of new regulations or programs that are design to conserve water during the dry season.

The Town of Surfside engineers are aware of the need for future water conservation and will coordinate with WASD and the SFWMD to assure BMPs, regulations, and other conservation plans are being implemented.

3.8 Regional and County-wide Issues

For the past years, the State of Florida is leading the nation in water reuse. The water reuse effort in the state is primarily led by utilities, local governments, the water management districts and state agencies. The intent of their efforts is to implement water reuse programs that increases the volume of reclaimed water used and promotes public acceptance of reclaimed water. In addition to the public and private efforts, there are two sections of the Florida Statutes (Secs.403.064(1) and 373.250(1) F.S.) that promote water reuse as a formal state objectives. According to the Florida Statutes, "These sections further conclude that water reuse programs designed and operated in compliance with Florida's rules governing reuse are deemed protective of public health and environmental quality." In addition, Section 403.064(1), F.S., concludes that "reuse is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems."

The Town of Surfside is in full support of the water reuse initiatives under consideration by both the SFWMD and Miami-Dade County. The County has committed to implement a total of 170 mgd of water reuse as noted in the County's 20-year water use permit. In the 20-year Work Plan, the County

identified a number of water reuse projects and their respective schedule. According to the Work Plan, “reuse projects will recharge the aquifer with highly treated reclaimed water and will be in place before additional withdrawals over the base condition water use are made from the Alexander Orr and South Dade sub area wellfields. In addition, reuse irrigation projects are anticipated for the North and Central District Wastewater Treatment Plants. These projects will be implemented in the City of North Miami and North Miami Beach, and currently under construction for Key Biscayne.”

3.9 Reuse

The Town of Surfside currently does not have a wastewater treatment facility, therefore no reuse system currently online. The Town of Surfside is in full support of the water reuse initiatives under consideration by both the SFWMD and Miami Dade’s WASD.

4.0 CAPITAL IMPROVEMENTS

4.1 Work Plan Projects

The following proposed alternative water supply (AWS) projects are to meet MDWAS’s increased water demands through 2030, which encompasses the proposed 20-year Consumption Use Permit period. AWS projects have been identified to meet water demands in the WASD service area and are presented in **Table 4.1** and **Figure 5-1** (of the MSWASD 20 Year Water Supply Plan). It is important to note that any improvements made to the Hialeah Preston Plant have direct affects on the Town of Surfside and neighboring local governments. Improvement made to the plant will increase the capacity and allow opportunity for future redevelopment within its service areas.

Table 4.1

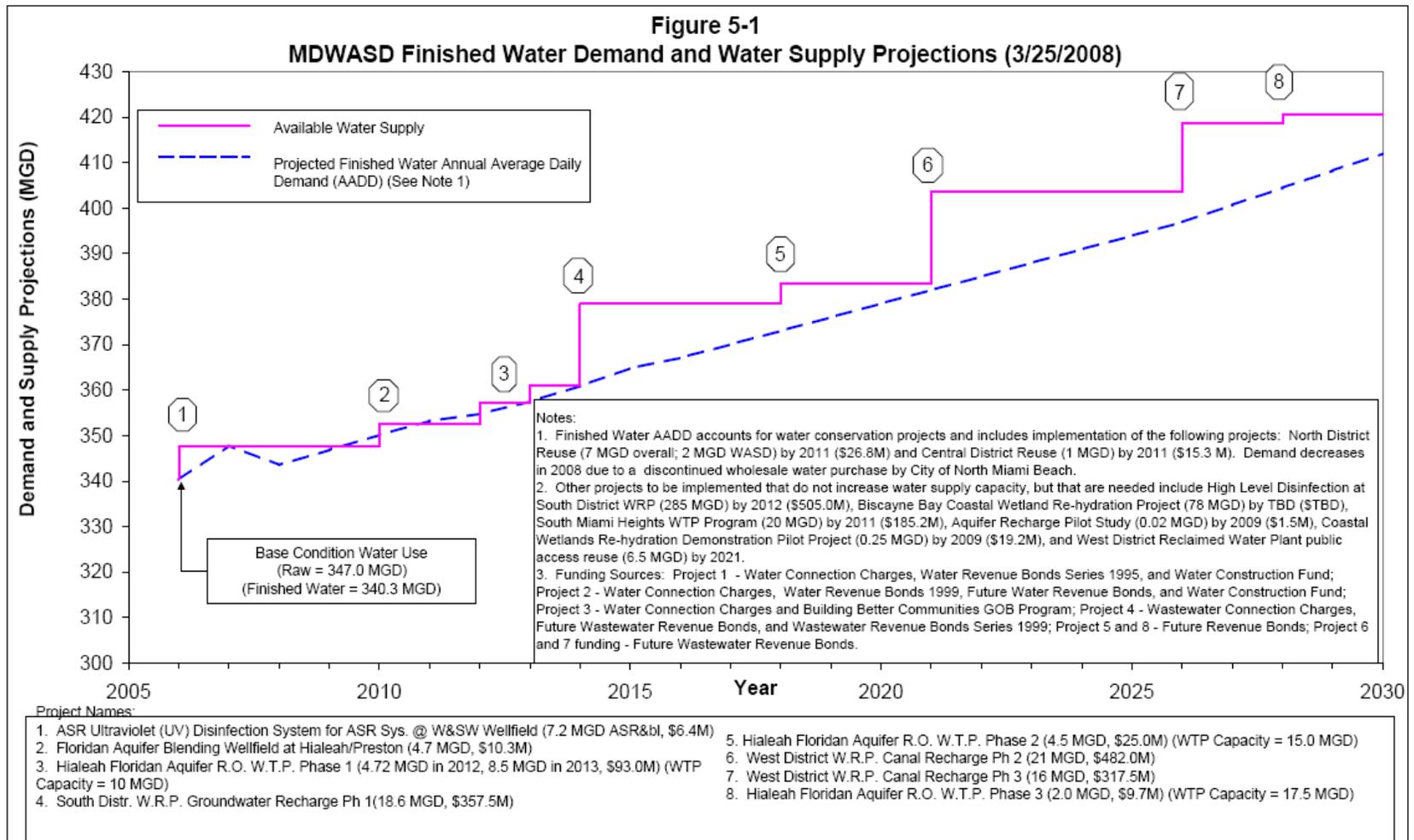
Year	Annual Average Finished Water Quantity in MGD and Source		
2007	7.20	ASR Ultraviolet (UV) Disinfection System for ASR Sys. @ W&SW Wellfield	AWS
2009	4.70	Floridan Aquifer Blending Wellfield at Hialeah/Preston	AWS
2011	8.50	Hialeah Floridan R.O. W.T.P. Phase 1 (WTP Initial Capacity 10.0 MGD)	AWS
2012	2.00	North District W.W.T.P. Reuse Projects	Credit
2012	1.00	Central Distr. W.W.T.P. Reuse Project	Credit
2013	18.60	South Distr. W.R.P. Groundwater Recharge Ph 1	Offset
2017	4.50	Hialeah Floridan R.O. W.T.P. Phase 2 (WTP Total Capacity 15.0 MGD)	AWS
2020	21.00	West District W.R.P. Canal Recharge Ph 2	Offset
2025	16.00	West District W.R.P. Canal Recharge Phase 3	Offset
2027	2.00	Hialeah Floridan R.O. W.T.P. Phase 3 (WTP Total Capacity 17.5 MGD)	AWS
Subtotal	85.50		
Water Conservation	19.62	20-year Water Use Efficiency Plan (4/6/2007)	Credit
Total	105.12		

Note:

Non-revenue potential real water loss reduction target is 14.25 MGD by 2017

No credit give for reuse projects in North District and Central District W.W.T.P.s. Future credits may be given to offset increases in per capita consumption.

Source: WASD 20-Year Water Supply Facilities Work Plan



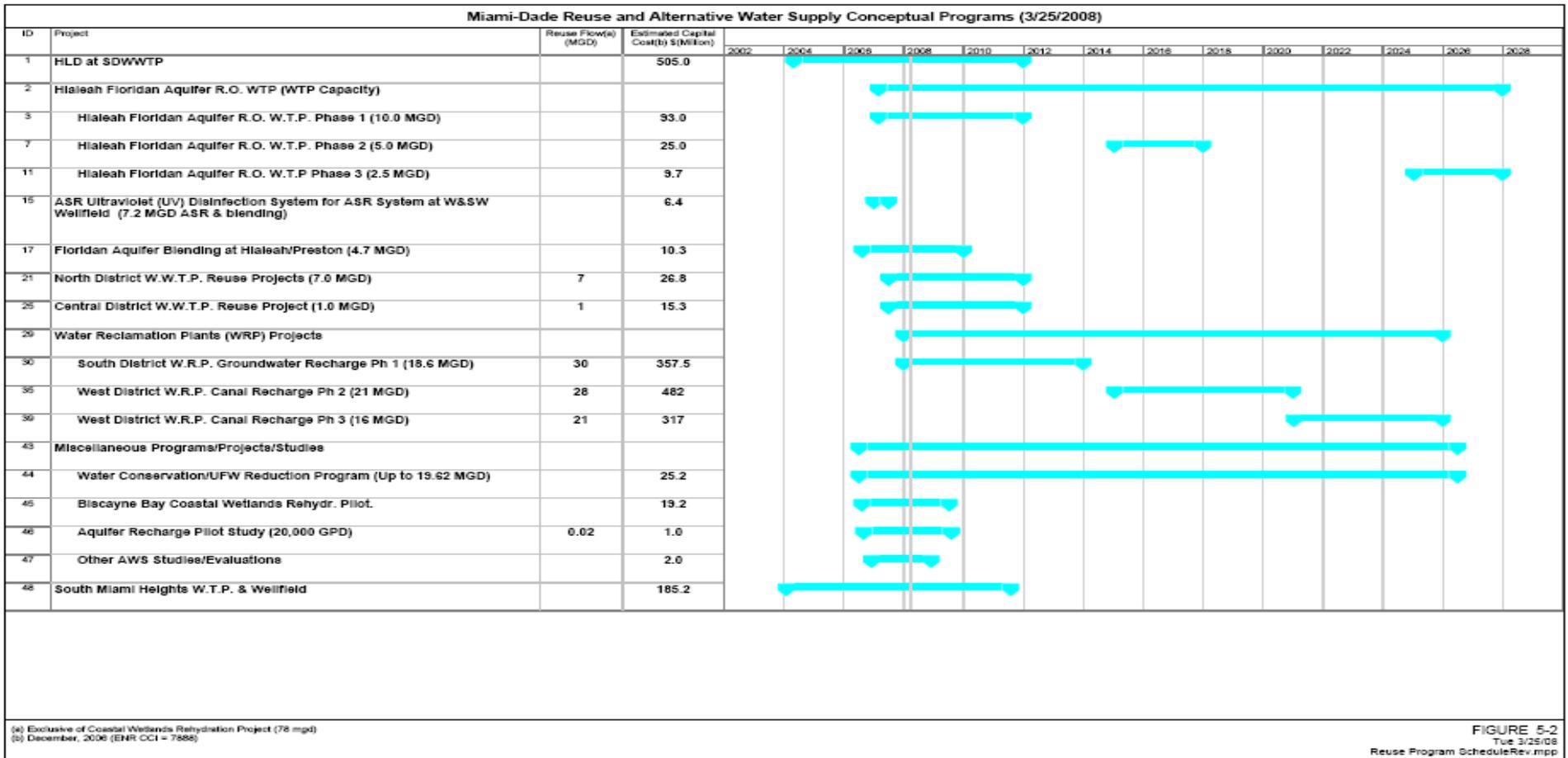
3/25/2008
Figure 5-1 stepChart.rev.xls

Source: WASD 20-Year Water Supply Facilities Work Plan

4.2 Capital Improvements/Schedule

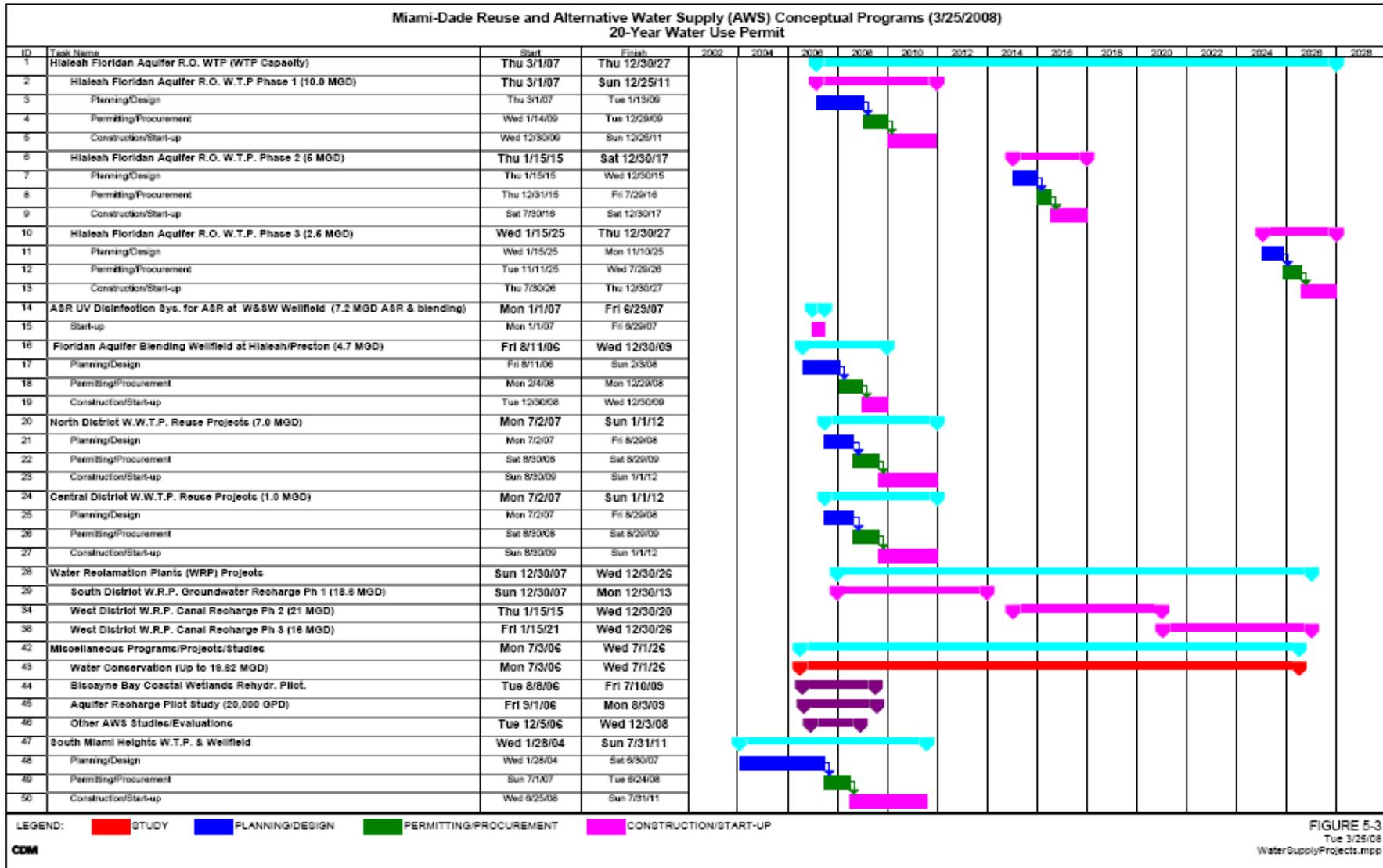
Figure 4.1 and Figure 4.2 are to be completed in increments commensurate with the projected growth. Table 4.2 indicated WASD Water/Alternative Water Supply CIE Program.

Figure 4.1



Source: WASD 20-Year Water Supply Facilities Work Plan

Figure 4.2



Source: WASD 20-Year Water Supply Facilities Work Plan

**Table 4.2
WASD Water/Alternative Water Supply CIE Program**

Project Name	Expenditure ^(a) (In Millions of Dollars)						Six Year Totals
	2007/ 2008	2008/ 2009	2009/ 2010	2010/ 2011	2011/ 2012	2012/ 2013	
Sewer Facilities							
Village of Key Biscayne Reuse Distr. System	2.85	0.00	0.00	0.00	0.00	0.00	2.85
Biscayne Bay Coastal Wetlands Rehydr. Pilot.	0.11	2.98	9.12	5.56	0.00	0.00	17.77
Aquifer Recharge Pilot Study (20,000 gpd)	0.24	2.00	0.00	0.00	0.00	0.00	2.24
North District W.W.T.P. Reuse Projects (7.0 mgd)	1.53	6.17	12.93	6.16	0.00	0.00	26.79
Central District W.W.T.P. Reuse Project (1.0 mgd)	0.90	3.36	7.03	4.00	0.00	0.00	15.29
South District W.R.P. Groundwater Recharge Ph 1 (18.6 mgd)	8.93	17.87	34.48	78.81	121.40	96.00	357.49
West District W.R.P. Canal Recharge Ph 2 (21 mgd)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
West District W.R.P. Canal Recharge Ph 3 (16 mgd)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Biscayne Bay Coast. Wetlands Reh. (75.7 mgd)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Water Facilities							
South Miami Heights W.T.P. & Wellfield	13.14	19.12	26.58	12.92	12.48	0.00	84.24
ASR Ultraviolet (UV) Disinfection System for ASR Syst. @W&SW Wellfield(7.2 mgd ASR&bl)	6.83	0.00	0.00	0.00	0.00	0.00	6.83
Floridan Aquifer Blending at Hialeah/Preston(4.7 mgd)	0.82	2.57	6.60	0.00	0.00	0.00	9.99
Hialeah Floridan Aquifer R.O. W.T.P. Phase 1 (10.0 mgd)	10.49	18.29	34.44	26.67	2.66	0.00	92.55
Hialeah Floridan Aquifer R.O. W.T.P. Phase 2 (5.0 mgd)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hialeah Floridan Aquifer R.O. W.T.P. Phase 3 (2.5 mgd)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	45.84	72.36	131.18	134.12	136.54	96.00	616.04

Source: MDWASD CDMP CIE

^(a) December, 2006 Dollars (ENR CCI=7888)

5.0 GOALS, OBJECTIVES AND POLICIES

The Town of Surfside adopted several new goals, objectives and policies into the Future Land Use, Potable Water, Conservation, Capital Improvement and Intergovernmental Coordination Elements of the Comprehensive Plan that address water supply sources and facilities, as well as conservation and reuse programs based on the comprehensive plan requirements in Chapter 9J-5, Florida Administrative Code. The Town of Surfside intends to implement and monitor compliance with this 10-Year Water Supply Facilities Work Plan through the adoption and review of amendments to the Comprehensive Plan as part of its future Evaluation and Appraisal Reports.

6.0 CONCLUSION

The South Florida Water Management District has determined that the Biscayne Aquifer water source is not sufficient to meet future demands. Miami Dade County Water and Sewer Department currently supplies potable water services to the Town of Surfside through a mutual agreement. Miami Dade County Water and Sewer Department has evaluated the impact of implementing new alternative water sources projects to meet the projected water demands for all their existing and proposed customers.

The water supply work plan is formulated to demonstrate that the Miami Dade County Water and Sewer Department has the capacity to provide potable water to all their wholesale customers for the next 20-year planning period. The Town of Surfside must coordinate with Miami Dade Water and Sewer Department and South Florida Water Management District to continue research and implement future projects to reduce the reliance on the Biscayne Aquifer.

CONTRACT
BETWEEN
MIAMI-DADE COUNTY
AND
TOWN OF SURFSIDE, FLORIDA
PROVIDING FOR THE RENDITION OF WATER SERVICE

M THIS CONTRACT, made and entered into this 26th day of July, 2007 between Miami-Dade County, a political subdivision of the State of Florida, referred to as the "COUNTY" and TOWN OF SURFSIDE, a municipal corporation organized and existing under the laws of the State of Florida, referred to as the "TOWN".

W I T N E S S E T H:

WHEREAS, on May 2, 1995, the COUNTY and the TOWN entered into a Contract providing for the rendition of water service by the COUNTY to the TOWN, and

WHEREAS, on May 10, 2006, the COUNTY and the South Florida Water Management District (SFWMD) entered into a contract which requires the COUNTY to obtain twenty (20) year water service contracts with its volume water customers to coincide with the request of the COUNTY for twenty (20) year Consumptive Use Permits issued by the SFWMD, and

WHEREAS, without a twenty (20) year contract with the TOWN, the water supply source for the TOWN, may be allocated from an alternative more expensive source for the TOWN, and

WHEREAS, the COUNTY and the TOWN desire to enter into this Contract so the COUNTY can continue to render water service to the TOWN for a twenty (20) year period, and

WHEREAS, the Miami-Dade Water and Sewer Department, referred to as the "Department", operates and maintains the COUNTY's water system.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth, the COUNTY and TOWN agree as follows:

Town of Surfside
Water Service Contract
04/09/2007

1

1. Insofar as it may be lawful to do so in accordance with the terms and limitations of any Consumptive Use Permit issued the COUNTY by the SFWMD and subsequent to the terms herein, the COUNTY shall sell and deliver to the TOWN, and the TOWN shall purchase and receive from the COUNTY all potable water necessary to fulfill the water requirements of the TOWN during the effective period of this Contract. All water delivered by the COUNTY shall be of good and potable quality satisfactory for domestic use and shall be of similar quality as that furnished to the COUNTY's other customers. Potable water obtained by the TOWN from the COUNTY may be utilized to serve the TOWN's customers in its existing water service area or future water service area(s) that the TOWN is legally authorized to serve.

2. Notwithstanding the obligations of Paragraph 1 above, if the COUNTY should have an insufficient supply of water available to fulfill the total requirements of all customers of the COUNTY due to prohibitions, restrictions, limitations or requirements of local, state or federal governments having jurisdiction over such matters or due to any other cause beyond the COUNTY's control including but not limited to those specifically set forth in Paragraph 22 below, the COUNTY shall be deemed to have fully performed its duties and to have discharged its obligations if it furnishes and delivers the TOWN's prorata share of such supply as determined by the COUNTY. The COUNTY will not be discriminatory in its delivery of water service. The COUNTY shall give expeditious notice to the TOWN whenever the COUNTY becomes aware of conditions which could reasonably lead to an outage or shortage of such potable water supply or which may bring about such condition. Notwithstanding the preceding, the County shall not be obligated to take or omit any action to ensure current or future water supply to the TOWN.

3. The TOWN agrees to be bound by existing and future standards, laws, rules and regulations which may be enacted by the COUNTY or as may be necessary to ensure continued compliance with local, state and federal laws and regulations and permit conditions.

4. The water furnished will be delivered by the COUNTY and will be accepted and received by the TOWN at the following points of delivery:

- a. 88 Street and Byron Avenue
- b. 91 Street and Byron Avenue
- c. 95 Street and Byron Avenue

Additional points of delivery may be established at such times and places as shall be mutually agreed by the Director of the Department and the TOWN. The TOWN shall bear the entire cost and expense of establishing each such additional point of delivery,

obtaining such easements as may be needed and furnishing all necessary labor and materials required to connect with the COUNTY's main, all in accordance with plans and specifications which are subject to approval of the COUNTY. The TOWN will supply and install meter(s) and transfer ownership to the COUNTY. The TOWN shall convey to the COUNTY, by appropriate bill of sale, as shown on Exhibit "A" attached hereto, and Grants of Easements, all of the TOWN's right, title and interest in and to the tees or crosses in the feeder mains, meters, meter vaults and all piping, valves and appurtenances between and including the aforesaid tees or crosses and the valve immediately on the discharge side of the meters. The COUNTY shall thenceforth own, control, operate and maintain such facilities. Readings of each meter at all points of delivery shall be taken by the COUNTY on or about the 28th day of each month and shall be used for monthly billing purposes under the provisions of Paragraph 11 below.

5. The Parties agree and warrant that their respective water distribution and transmission system and any extensions shall be constructed, operated and maintained in accordance with the requirements of all applicable federal, state, county and other local laws, rules and regulations. The operation and maintenance of all facilities on the TOWN side of the meters shall be the responsibility of the TOWN. Upon reasonable notice that the TOWN is in violation of this Agreement, the TOWN shall provide the COUNTY with access to the TOWN's distribution and transmission system. Said inspections shall be made at reasonable times and upon reasonable notice in such manner as to least disturb the normal operation of the TOWN.

6. In order for the COUNTY to adequately plan for future water demands, within ninety days following execution of this contract and on or before each January 1 thereafter, the TOWN shall submit to the COUNTY the TOWN's projected annual water needs for the next five years. Within 120 days of the COUNTY's receipt of the TOWN's projected annual water needs for the next five years, the COUNTY will notify the TOWN of the COUNTY's ability or inability to meet such needs, which is subject to local, state and federal agencies and other regulatory bodies having jurisdiction over such matters. The TOWN agrees that the COUNTY shall not be liable or in any way responsible for any cost, claims or losses incurred by the TOWN as a result of actions by regulatory bodies.

Notwithstanding the preceding, nothing contained herein shall require the COUNTY to take or omit any action to ensure that the expected demand is satisfied. Any representation as to the County's ability to satisfy expected demands is conditional, and shall not obligate the County to deliver any specific amount of water.

7. The COUNTY shall own, operate and maintain metering stations at the points of delivery listed above which will measure all potable water delivered by the COUNTY to the TOWN. The metering stations shall be of standard make and type installed in a readily accessible location with checking or calibration devices. The installation shall indicate flow with an error not to exceed plus or minus two percent of full scale reading (true accuracy). The Department, at its sole expense, shall check the accuracy of each metering installation once every six months, or at such other time intervals as it may deem appropriate. The Department shall provide the results of the checking to the TOWN's Public Works Director no later than thirty (30) days after the meter is checked. Such checking shall be at a reasonable time, mutually agreeable to the Department and the TOWN. If found to be in error exceeding two (2) percent of true accuracy, the meter shall be recalibrated to the satisfaction of the parties. If such error of more than two(2) percent is discovered, bills for the periods following the prior meter accuracy check shall be adjusted to reflect the quantity of over-read or under-read exceeding two (2) percent. In calculating such billing adjustment it will be assumed that the meter inaccuracy existed for the entire time interval between meter accuracy tests. The billing adjustment shall be made at the same rate in effect during the period of meter inaccuracy.

8. The TOWN may request and the COUNTY agrees to perform a meter accuracy test at any reasonable time acceptable to both parties. If the meter is found to be in error exceeding two percent true accuracy, it shall be recalibrated as described above and the entire cost for such testing and recalibration shall be paid for by the COUNTY. If the meter is found performing within two (2) percent true accuracy, the meter accuracy test shall be paid for by the TOWN within thirty (30) days of receiving the COUNTY's invoice.

9. In the event of complete or partial failure of any meters to register the TOWN's water consumption, the COUNTY may determine the estimated water consumption based on the most recent ~~twelve~~ (12) full months of consumption measured by the meters when they were operating properly or another method mutually agreed upon by the Department and the TOWN. To the extent possible, the COUNTY shall repair all failed meters within thirty (30) days of the determination that the meter has completely or partially failed.

10. It shall be the obligation and duty of the TOWN to transmit the water at its own expense from each point of delivery to the place or places of ultimate use. The COUNTY shall not be responsible for insufficient pressure for either domestic or fire flow service, nor be required to correct any fluctuation in pressure occurring beyond any point of delivery. The existing normal level of service to the TOWN is 50-55 psig at an average

daily flow of approximately 4,000,000 gallons per day into the 30" Broad Causeway water main referenced in Paragraph 14. In the event that the pressure on the COUNTY's point of delivery drops to the low pressure telemetry alarm level setting of 40 psig, the COUNTY shall notify Surfside Police Department and the Miami-Dade County Fire Department of such low pressure alarm condition by a telephone auto-dialer (the "Auto-Dialer"). The COUNTY shall provide at least a 72 hour notice before any planned decrease in pressure which would affect the TOWN's and the Miami-Dade County Fire Department's ability to deliver services to any TOWN customer.

11. The TOWN shall pay to the COUNTY, as compensation for the treatment and transmission of all water delivered to the TOWN, a monthly charge for such service based on a uniform rate for the COUNTY's volume customers. The rate shall be calculated for each Department fiscal year based on projections from the prior Department fiscal year and based on the sum of the following:

(a) That portion of all budgeted annual operating and maintenance expenses, including taxes assessed, if any, for the COUNTY's regional water system divided by the projected total amount of flow used to bill all the COUNTY's water customers over the same time period.

(b) That portion of the budgeted annual renewal and replacement expenses for the COUNTY's regional water system divided by the total projected amount of flow used to bill all the COUNTY water customers over the same time period.

(c) That portion of the COUNTY's budgeted annual interest obligations of outstanding notes and bonds for the COUNTY's regional water system divided by the projected total amount of flow used to bill all the COUNTY water customers over the same time period.

(d) That portion of the budgeted annual charge for the amortization of the COUNTY's outstanding notes and bonds for the COUNTY's regional water system, to be consistent with the requirements under law, divided by the total projected amount of flow used to bill all the COUNTY's water customers over the same time period.

(e) That portion of the budgeted annual charge for customer accounting and service, for the COUNTY's regional water system divided by the total projected of flow used to bill all the COUNTY's water customers over the same time period.

(f) That portion of projected annual administration and general expenses, for the COUNTY's regional water system, divided by the total projected amount of flow used to bill all the COUNTY's water customers over the same time period.

(g) That portion of the charge for debt service coverage requirement for bond issues for the COUNTY's regional

water system divided by the total projected amount of flow used to bill all the COUNTY's water customers over the same time period.

12. The TOWN, with the assistance of the COUNTY, shall prepare a water conservation plan for its distribution system, to the satisfaction of the COUNTY, and shall implement the tenets of such plan. This plan shall comply with applicable local, state and federal conservation rules and guidance, as appropriate. The COUNTY may impose a surcharge on the use of such amounts of water by the TOWN as could be conserved by the TOWN through the implementation of a conservation plan, provided that the surcharge is applied uniformly to all volume water customers of COUNTY. The amount of the surcharge is subject to the review and approval of the Board of County Commissioners. Water conservation is necessary to meet the public water supply demands of the COUNTY.

13. The COUNTY reserves the right to revise or modify the rate and the method of calculation included in Paragraph 11 as may be approved by the Board of County Commissioners in accordance with applicable law and the TOWN agrees to be bound thereby. The COUNTY will attempt to provide the TOWN with a preliminary rate and shall to provide such rate a minimum of six (6) weeks in advance of any rate increase effective date. The TOWN recognizes and agrees that the adopted rate may differ from the preliminary rate. The TOWN recognizes and agrees that the COUNTY intends to implement in the future such charges or rate structures, including but not limited to peak flow surcharges, as it deems necessary to fairly recover its costs for any needed infrastructure improvements. The TOWN further recognizes and agrees that the COUNTY's right to revise or modify the rate or methods of calculation under this paragraph is not limited solely to revisions or modifications allowing the COUNTY to recover costs for infrastructure improvements.

14. In addition to the monthly payment calculated in accordance with Paragraph 11 hereinabove, the TOWN shall pay to the COUNTY an asset charge representing the TOWN's proportionate share of the COUNTY's costs for the construction of water main improvements in Broad Causeway and Kane Concourse which costs are calculated as shown below:

A charge per month for interest and depreciation in an amount equal to fifteen thousand one hundred twenty-five dollars and sixty-four cents (\$15,125.64) representing seven-tenths of one percent (0.7%) of \$2,160,805 for the cost of the thirty (30) inch main in Broad Causeway; plus two thousand eight hundred dollars (\$2,800.00) representing seven-tenths of one percent (0.7%) of \$400,000 for the cost of installing the twenty-four (24) inch main in Kane Concourse. This charge shall remain in effect through December 2008.

15. For the purpose of billing the TOWN for the charges specified in Paragraph 14 hereinabove, the COUNTY will establish the TOWN's proportionate share by dividing the TOWN's metered consumption by the total water consumption of the TOWN, Indian Creek Village, Bay Harbor Islands and Bal Harbour Village.

16. The COUNTY grants the TOWN the right to audit all Department records related to the computation of the rates for each fiscal year. Upon written notice, the COUNTY shall make available for the TOWN such records at the offices of the Department on an annual basis. In the event that such audit indicates any discrepancy between the rates used by the COUNTY in computing the monthly service charges to the TOWN and the amount paid by the TOWN determined as a result of the audit, and following the COUNTY's acceptance of the audit findings, the COUNTY shall make an adjustment, for that fiscal year, in the service charges previously paid by the TOWN. The audit must be completed on or before the end of each fiscal year for which the rates apply. Adjustments shall not be made for prior fiscal years.

17. Billings for services provided in accordance with this contract shall be rendered monthly. Invoices will be mailed by the tenth day of the month following the month for which service has been provided, based on meter readings taken by Department employees on or about the 28th day of each month. Amounts billed on such invoices are due when rendered. In the event the TOWN disputes a bill, the TOWN shall provide the COUNTY with notice of the reasons for non-payment and shall escrow such portion of the bill that is disputed in an interest-bearing account. The parties shall promptly meet and use good faith efforts to resolve the dispute within forty-five(45) days of the notice. Except for any portion of a bill disputed by the TOWN, payments not received by the Department on or before twenty-five (25) days after the postmark date of the bill shall be considered past due. All past due invoices shall be subject to a late charge as established by the COUNTY, such charge to reimburse the Department for costs in processing and otherwise administering late payments. In addition, per annum interest shall accrue on the past due charges including the late charges at the maximum legal rate provided by Florida law for contracts in which no interest rate is specified, for each day, including Saturdays, Sundays and holidays, from the past due date until the date of receipt by the Department. For purposes of this paragraph, date of receipt shall be the date of actual receipt by the Department if hand delivered or mailed, or date of transfer to the Department's bank, if electronic funds transfer is used.

18. Any and all suits brought by either party shall be instituted and maintained in any court of competent jurisdiction in Miami-Dade County, Florida. In all such suits, the prevailing party shall be entitled to receive costs and reasonable attorney's fees. The amount of such costs and fees shall be determined by the court in which such actions are brought.

19. The TOWN shall accept delivery of water transmitted at a flow rate as nearly uniform as practical throughout each daily 24-hour period during November, December, January, February, March and April of each year and at all such other times when the daily quantity delivered shall exceed the average daily quantity delivered during the preceding six (6) months set forth above. The COUNTY shall have the right to make such tests as it shall deem necessary, and at such times as it shall deem to be appropriate, to determine to what extent the maximum 60-minutes sustained demand imposed upon the facilities of the COUNTY by the requirements of the TOWN between the hours of 6:00 A.M. and 9:00 P.M. is exceeding the average daily demand for the same month. For the purpose of making each such test and of ascertaining and utilizing the result to give effect to the provisions of this Paragraph, the COUNTY shall use a recording flow meter installed at each of the points of delivery provided for in Paragraph 4 above. Such tests shall apply to each of the six (6) months set forth above and to any other month in which the average daily demand is equal to or greater than the average daily demand for the six (6) months considered collectively. Provided however, that no test allowed by this paragraph shall occur on less than three (3) business days notice to the TOWN.

20. The TOWN shall establish, impose, maintain and collect, or shall cause to be established, imposed, maintained and collected at all times throughout the effective period such rates and charges for water distributed as will enable it to pay in full all amounts to which the COUNTY shall be entitled.

21. No property taxes shall be levied or collected by the TOWN upon the properties of the Department. Additionally, the TOWN shall not impose any zoning changes upon the properties of the Department.

22. Any cessation of water services and any consequences caused by force majeure, inevitable accident or occurrence or cause beyond the reasonable control of either Party, shall not constitute a breach of this Contract and neither party shall be liable to the other or its inhabitants or customers for any damage resulting from such cessation or interruption of water service. 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, fires, earthquakes, landslides, hurricanes, epidemics, explosions or other forces of nature, strikes, lockouts, other industrial disturbances, wars, blockades, acts of terrorism, insurrections, riots, federal, state, county and local governmental restrictions, regulations and restraints, military action, civil disturbances, or conditions in federal, state, county and local permits.

Neither party shall be liable for its failure to carry out its obligations under the contract during a period when such party is rendered unable, in whole or in part, by force majeure or inevitable accidents or occurrences to carry out such obligations, but the obligations of the party or parties relying on such force majeure shall be suspended only during the continuance of any inability so caused and for no longer period of an unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party to excuse its failure to perform by reason of force majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a force majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by force majeure unless the failure to give timely notice causes material prejudice to the other party.

23. In accordance with the provision of County Ordinance No. 89-95 as currently in effect and as may be amended or revised in the future, the TOWN shall require all new retail users, as defined in the Ordinance, to pay the COUNTY's water and sewer connection charges. The TOWN shall not render water service, sewer service or both to any new retail user until a written receipt from the Department is provided to the TOWN. Pursuant to Ordinance No. 05-167, the provision of water and/or sewer service to new retail users by the TOWN who did not pay the appropriate charges, shall render the TOWN liable to the COUNTY for the payment of such charges.

24. In consideration of good and valuable consideration received from the COUNTY and in consideration of the covenants in this Contract, the TOWN agrees to indemnify and save harmless forever, the COUNTY, its officers, agents and employees from all claims, liability, actions, loss, cost and expense, including attorney's fees, which may be sustained by the COUNTY, its officers, agents, and employees due to, caused by, or arising from the negligence of the TOWN, its officers, employees and agents in connection with the performance of this Contract. The TOWN agrees to defend against any claims brought or actions filed against the COUNTY, its officers, agents and employees in connection with the subject of the indemnities contained herein.

25. In consideration of good and valuable consideration received from the TOWN and in consideration of the covenants in This Contract, the COUNTY agrees to indemnify and save harmless forever, the TOWN, its officers, agents and employees from all claims, liability, actions, loss, cost and expense, including attorney's fees, which may be sustained by the TOWN, its officers,

agents, and employees due to, caused by, or arising from the negligence of the COUNTY, its officers, employees and agents in connection with the performance of this Contract. The COUNTY agrees to defend against any claims brought or actions filed against the TOWN, its officers, agents and employees in connection with the subject of the indemnities contained herein.

26. Notwithstanding the above, nothing shall create any liability of the COUNTY or TOWN beyond the scope of Section 768.28 Florida Statutes, as currently in effect or as lawfully amended in the future.

27. No rights pursuant to this contract shall be assignable by the TOWN unless the COUNTY agrees in writing.

28. This Contract shall be and remain in full force and effect for a period of twenty (20) years from the date of execution of this Contract providing the SFWMD extends the current Consumptive Use Permits for a twenty (20) year period. The TOWN shall comply with the terms and conditions of the Consumptive Use Permit issued by the SFWMD and any revisions or modifications to such permit. Where the Consumptive Use Permit requires reporting of various measures to the SFWMD, or requires actions be taken to the satisfaction of the SFWMD, the TOWN shall make such reports or take such actions as necessary to comply with the terms of the Permit. The County shall notify the TOWN of any such actions which are necessary and shall allow a reasonable time for compliance by the TOWN.

29. The TOWN grants to the COUNTY the right to provide reuse water for non-drinking purposes, when available, within the TOWN subject to federal, state and local laws and regulations in effect and as may be amended in the future, subject to the issuance of construction permits by the TOWN and upon the TOWN's Manager giving approval in writing which shall not be unreasonably withheld. The TOWN agrees to accept and utilize re-use water in lieu of potable water, if such water is provided by the COUNTY through a distribution system installed in the TOWN at the COUNTY's expense, to the extent the use for which the COUNTY is offering such re-use water is permitted by law.

30. All notices required pursuant to this Contract shall be properly given if mailed by United States registered or certified mail addressed to the party to which notice is to be given at the following respective addresses:

Miami-Dade County
c/o The Director
Miami-Dade Water and Sewer Department
3071 SW 38 Avenue
Miami Florida 33146

Town of Surfside
Water Service Contract
04/09/2007

10

TOWN OF SURFSIDE
Mayor
9293 Harding Avenue
Surfside, Florida 33154

31. This contract shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

32. This Contract contains the entire Contract of the parties with respect to the subject matter and replaces and supersedes all prior contracts or understandings, oral or written, with respect to such subject matter, and such contracts or understandings are now void and no longer in effect.

33. If any Section of this Contract is found to be null and void, the other Sections shall remain in full force and effect.

(THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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



MIAMI-DADE COUNTY

By: [Signature] (SEAL)
County Mayor

ATTEST:

TOWN OF SURFSIDE

By: [Signature]
Town Clerk

By: [Signature] (SEAL)
Town Manager

Approved as to form and legal sufficiency:

Approved as to form:

[Signature]
Assistant County Attorney

[Signature]
Attorney for Town of Surfside

Exhibit "A"

ABSOLUTE BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That TOWN OF SURFSIDE, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid and delivered by Miami-Dade County, a political subdivision of the State of Florida, hereinafter called GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the GRANTEE, its successors and assigns, that portion of the GRANTOR's water facilities installed to provide an additional point of connection south of _____ Street and _____ Avenue in Miami-Dade County.

The GRANTOR hereby assigns and transfers to the GRANTEE all of its rights, title and interest to the following:

- a. Any and all rights, licenses and permits from the Department of the Army Corps of Engineers and State of Florida, Department of Environmental Regulation issued to the TOWN in connection with the construction of the sewage facilities.
- b. Any and all other rights, interest, easements, licenses and permits issued or granted by any other governmental authority, person, firm or corporation in connection with the sewage facilities conveyed to the GRANTEE hereunder.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns forever. GRANTOR does covenant to and with the GRANTEE, its successors and assigns, that GRANTOR is the lawful owner of the above described; that said property is free from all encumbrances; that GRANTOR has good right to sell the same aforesaid; that GRANTOR will warrant and defend the sale of the said property unto the GRANTEE, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this _____ day of _____, 2007.

ATTEST:

TOWN Clerk

TOWN OF SURFSIDE

TOWN Manager