

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	November 21, 2006	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Public Hearing	

Submitted By: Water Utilities Department  
Submitted For: Water Utilities Department

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a Reclaimed Water Agreement with Addison Reserve Country Club, Inc.

**Summary:** This Reclaimed Water Agreement outlines the conditions necessary for Addison Reserve Country Club, Inc to use reclaimed water to irrigate two existing golf courses. The Department will be granted utility easements to construct, maintain, repair, replace, and operate the reclaimed water piping and equipment on the golf course property. The property owner will be provided an eight-inch meter to accommodate peak irrigation demands unique to golf courses. Although the Department does not have an established reclaimed water commodity rate for an eight-inch meter, the property owner has agreed to pay the current six-inch meter rate. Should the Department amend its Uniform Policies and Procedures Manual to include a monthly fee for an eight-inch reclaimed water meter, then the monthly rate to be paid by the property owner shall automatically be adjusted to the eight-inch rate, with no amendment to this Agreement required.

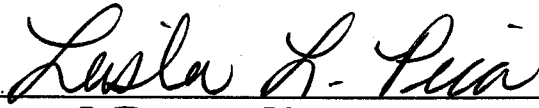
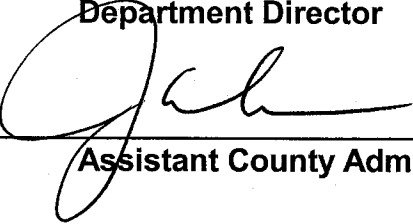
District 5

(MJ)

**Background and Justification:** While the Department Director has been delegated the authority to enter into Standard Reclaimed Water Agreements, Board approval is being sought in this case because unique conditions are required. The property owner has agreed to provide the Department with the necessary easements to construct, maintain, repair, replace and operate reclaimed water piping and equipment. The Department has agreed to provide the property owner with reclaimed water service via an eight-inch meter to facilitate peak flow demands for the golf courses. The property owner also agrees to pay the Department's standard reclaimed water rate. The Department is committed to promoting economically and technically feasible alternative water resources such as reclaimed water. Under this program, the Department is currently delivering an average of 10 million gallons per day of reclaimed water to adjacent developments and golf courses such as Indian Spring, Westchester, Gleneagles and Polo Trace.

**Attachments:**

- 1. Location Map
- 2. Two (2) Original Reclaimed Water Agreement

Recommended By:		10/27/06
	Department Director	Date
Approved By:		11-13-06
	Assistant County Administrator	Date

## **II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Operating Expense	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$ 26,000.00)</u>	<u>(\$ 24,000.00)</u>	<u>(\$ 24,000.00)</u>	<u>(\$ 24,000.00)</u>	<u>(\$ 24,000.00)</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$ (26,000.00)</u>	<u>\$ (24,000.00)</u>	<u>\$ (24,000.00)</u>	<u>\$ (24,000.00)</u>	<u>\$ (24,000.00)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Budget Account No:** Fund 4000 Agency 720 Org 4200 RSRC 4370

Is Item Included in Current Budget?      Yes **X**      No

Reporting Category **N/A**


**B. Recommended Sources of Funds/Summary of Fiscal Impact:**


The County will receive \$2,000 per month.

C. Department Fiscal Review: \_\_\_\_\_

### III. REVIEW COMMENTS

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

  
 OFMB 11-6-06  
 atv 11.6.06  
 11/6/06 PM 10-31-06  
 11/7/06

  
 Contract Development and Control 11/7/06

Legal Sufficiency:

This Contract complies with our contract review requirements.

**B. Legal Sufficiency:**

WOLW 11/8/06  
Assistant County Attorney

**C. Other Department Review:**

Department Director

This summary is not to be used as a basis for payment.

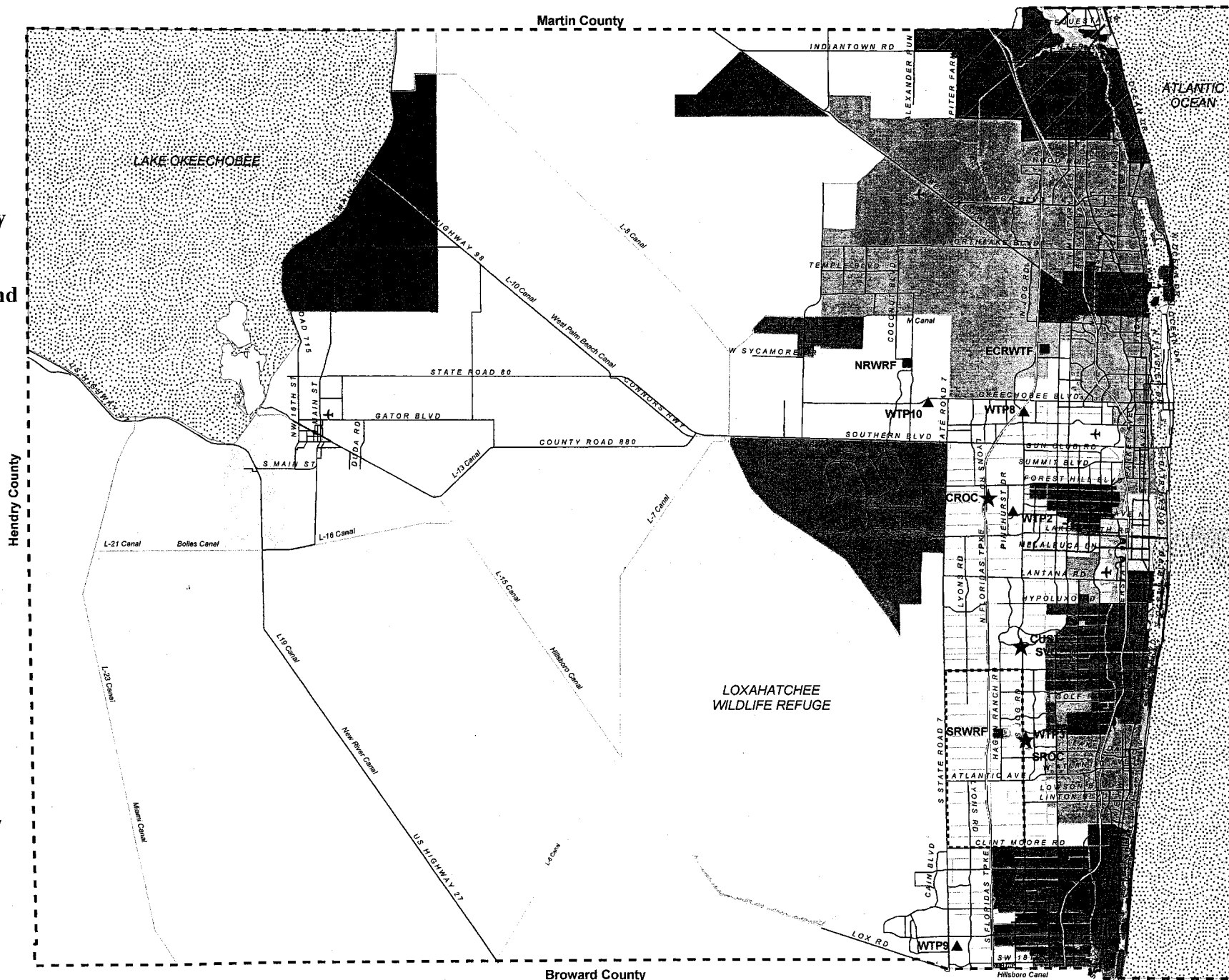


Palm Beach County  
Water Utilities  
Department  
Service Area (SA) and  
Major Facilities

Attachment 1

Legend

- P.B.C.W.U.D. SA
- Mandatory Reclaimed SA
- - - - - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- Wetlands



## RECLAIMED WATER AGREEMENT

THIS AGREEMENT made and entered into this 27 day of September, 2006, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility" and ADDISON RESERVE COUNTRY CLUB, INC., hereinafter referred to as "Property Owner".

**WHEREAS**, Property Owner owns property located in Palm Beach County, Florida, and as more fully described in **Exhibit "A"** attached hereto and made a part hereof, and hereinafter referred to as the "Property";

**WHEREAS**, Property Owner desires to use its existing irrigation facilities to use Reclaimed Water supplied by Utility;

**WHEREAS**, upon the conditions set forth herein, Utility will own the Reclaimed Water facilities up to and including the meters for operation and maintenance purposes;

**WHEREAS**, Property Owner shall use Reclaimed Water for irrigation purposes only; and

**WHEREAS**, to encourage and facilitate conservation of water resources, the parties desire to enter into this Agreement.

**NOW, THEREFORE**, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The parties agree to the provision of Reclaimed Water by Utility to Property Owner through one eight (8) inch meter. The Point of Service between the Reclaimed Water facilities of Utility and Property Owner shall be determined prior to Service Initiation and shall be at a mutually acceptable location.
3. This Agreement shall become effective upon approval by both parties. The Effective Date of this Agreement shall be the date the Agreement is ratified by the Palm Beach County Board of County Commissioners.
4. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
  - (a) "UPAP" – The Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as adopted and amended from time to time by the Palm Beach County Board of County Commissioners. Said document controls the terms of this Agreement;
  - (b) "Service" – The readiness and ability on the part of Utility to furnish Reclaimed Water to the property;
  - (c) "Point of Service" – Generally, the end of the meter shut-off valve as further defined in Chapter 1 of the UPAP;
  - (d) "Service Initiation" – The date Reclaimed Water is supplied by Utility for its intended use by Property Owner; and
  - (e) "Reclaimed Water" – Water that has received at least secondary treatment and basic disinfection and is reused after flowing out of a wastewater treatment facility.
5. Prior to Service Initiation, Property Owner shall grant to Utility an easement for the purpose of constructing, maintaining, repairing, replacing and operating, as necessary and appropriate, Utility's pipes and other equipment up to the Point of Service and for ingress and egress for the foregoing purposes. The utility easement referenced above shall be recorded in the Palm Beach County Public Records for the purpose of perfecting the grant of the easement set forth therein.
6. Property Owner shall be responsible for the design and construction, of the Reclaimed Water facilities from the termination point of the Utility's existing pipeline as of the Effective Date of this Agreement to the Point of Service (said termination point hereafter referred to as the "Point of Connection."). A depiction of the Point of Connection is attached

hereto and incorporated herein as **Exhibit "B."** Property Owner shall also be responsible for the design, construction, modification, operation, and maintenance of the Reclaimed Water Facilities on Property Owner's side of the Point of Service. Prior to Service Initiation and following completion of construction of the segment of pipeline from the Point of Connection to the Point of Service, Property Owner shall transfer ownership of this segment to the Utility in a form acceptable to Utility. Utility shall own and be responsible for the operation and maintenance of this segment of the pipeline.

7. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the Property Owner, Utility covenants and agrees that it will allow the connection of the Reclaimed Water facilities installed by Property Owner to the Reclaimed Water facilities of Utility in accordance with the terms and intent of this Agreement. Such connection and Reclaimed Water usage shall be in accordance with rules and regulations of the Health Department, the Department of Environmental Protection and the UPAP.

8. The UPAP does not currently contain a monthly fee for an eight inch Reclaimed Water meter. Therefore, the monthly fee for Reclaimed Water payable by Property Owner to Utility shall be the amount set forth in the UPAP for non-residential six inch Reclaimed Water meters, which is currently \$2,000.00 per meter per month. The parties agree that, should the UPAP be amended to include a monthly fee for an eight inch reclaimed water meter, then the monthly rate to be paid by Property Owner shall automatically be adjusted to the eight inch rate, with no amendment to this Agreement required. Property Owner shall also be responsible for all other fees applicable to reclaimed water as stated in the UPAP. The timely payment by Property Owner of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. Further, if Utility cannot supply Reclaimed Water for any period of time at twenty-five (25) PSI, the monthly fee shall be reduced pro rata for any such period. Property Owner shall submit as-built drawings to Utility showing the existing irrigation system which will use the Reclaimed Water to be provided by Utility.

9. Upon submission of this Agreement, Property Owner, at their expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgage or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgage for Utility Easement as supplied by the Utility. Property Owner must submit a letter from an attorney licensed to do business in Florida confirming clear title for any Property without a mortgage or lien.

10. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify and enforce rules, regulations and fees covering the provision of Reclaimed Water Service to the Property. Such rules, regulations and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or customers located upon the Property shall be identical to fees charged for the same classification or service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any customer of the Reclaimed Water Service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Agreement.

11. Property Owner or his assignee shall not have the right to and shall not connect to the Reclaimed Water facilities by the Utility until approval for such connection has been granted by the Utility. The parties hereto further agree that the expense of construction, operation and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of the Property Owner or other than Utility. In addition, the Property Owner or his Assignee agrees to comply with all rules and regulations of the UPAP, Department of Health, and DEP pertaining to the Reclaimed Water Irrigation Systems. The Reclaimed Water provided under this Agreement shall be used only for irrigation purposes only and on the Property shown in **Exhibit "A"**. Property Owner shall not permit the flow of Reclaimed Water into any adjoining property whatsoever.

12. The sale, conveyance, transfer of assignment of this Agreement by the Property Owner shall only be performed in accordance with the provisions of UPAP.

13. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Property Owner, shall be mailed or delivered to Property Owner at:

Addison Reserve Country Club, Inc.  
7201 Addison Reserve Boulevard  
Delray Beach, Florida 33446

And if to Utility, shall be mailed or delivered at:

Palm Beach County Water Utilities Department  
Contract Management Section  
P. O. Box 16097  
West Palm Beach, FL 33416-6097

14. The rights, privileges, obligations and covenants of Property Owner and Utility shall survive the completion of the Work of Property Owner with respect to completing the Reclaimed Water facilities and services to the Property as a whole.

15. Unless Property Owner is requesting additional capacity for the property described in **Exhibit "A"**, this Agreement shall supersede, null and void all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter contained herein, and when duly executed, constitutes the entire agreement between the Property Owner and Utility. No additions, alterations or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alternations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, Property Owner and Utility have executed or have caused this Agreement, with the named Exhibit attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:  
SHARON R. BOCK, CLERK AND  
COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

By: \_\_\_\_\_  
~~Tony Masiotti, Chairman~~  
Addie L. Greene, Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Director-Water Utilities

WITNESSES:

Juli A. Barter  
Juli A. Barter  
Print or Type Name

Dana Waggoner  
Dana Waggoner  
Print or Type Name

PROPERTY OWNER:

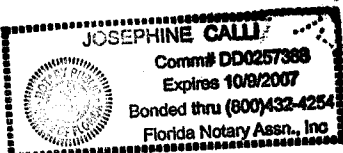
By: [Signature]  
President  
Title

NOTARY CERTIFICATE  
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27 day of Sept, 2006 by Michael Demet of ADDISON RESERVE CC corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Seal of Notary)

[Signature]  
Signature of Notary



\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

07/26/2006 13:07 FAX 5613556461

PBC ATTORNEY

007

Dec-06-05 10:51am From-SACHS SAX IN

+5619941992

T-372 P.002/002 F-635

**EXHIBIT "A"**

Tract B of ADDISON RESERVE PLAT ONE, according to the Plat thereof recorded in Plat Book 75, Page 143 of the Public Records of Palm Beach County, Florida.

Tracts C, D, E, F, H and M of that certain Plat entitled ADDISON RESERVE PLAT ONE, recorded in Plat Book 75, Pages 143 through 149, in the Public Records of Palm Beach County, Florida.

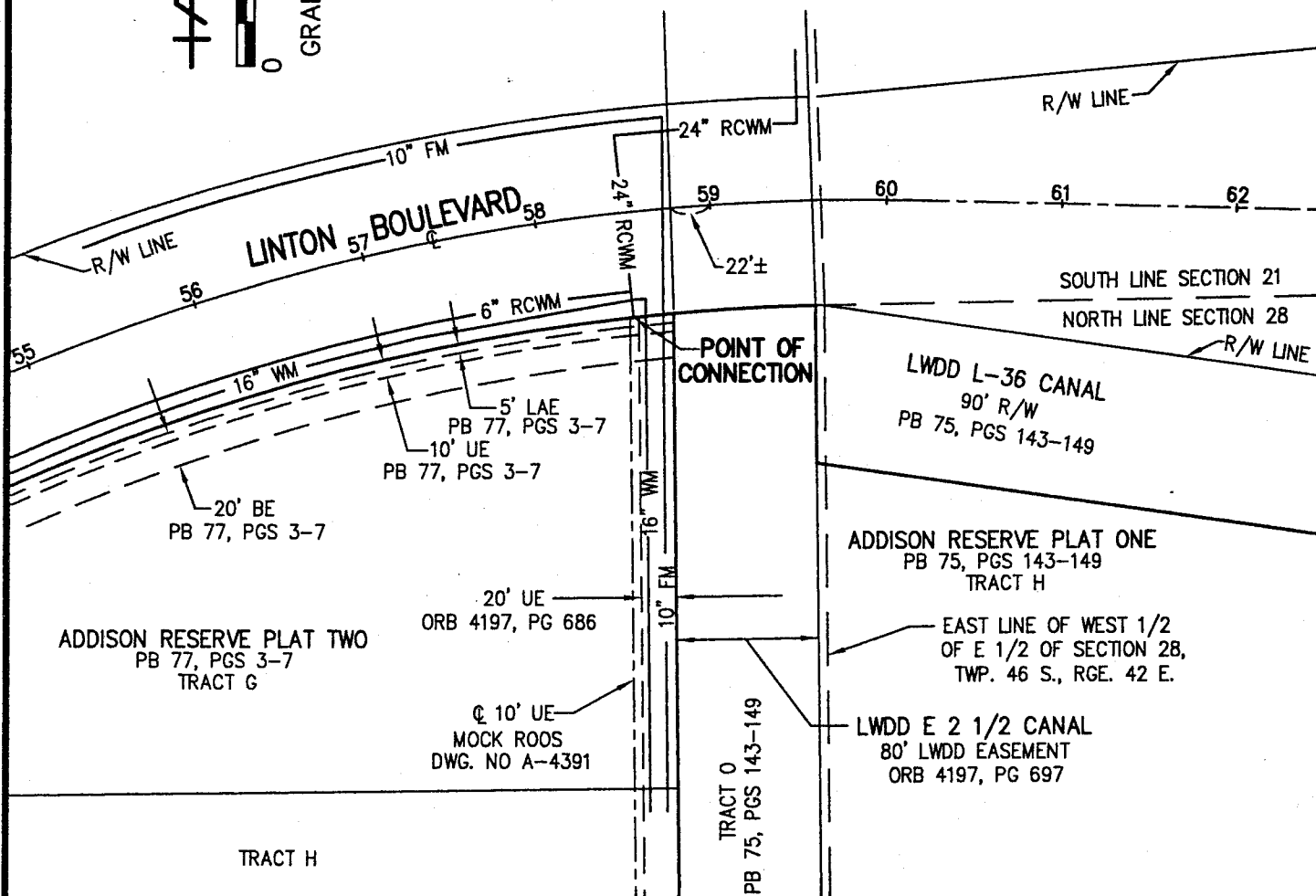
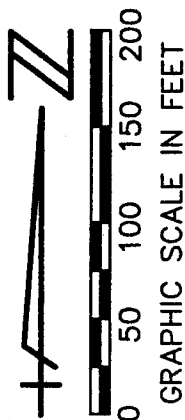
Tracts G and H of that certain Plat entitled ADDISON RESERVE PLAT TWO, recorded in Plat Book 77, Pages 3 through 8, of the Public Records of Palm Beach County, Florida.

Tracts GC-1, GC-2, GC-3, GC-4, GC-5, GC-6 of that certain Plat entitled ADDISON RESERVE THREE, recorded in Plat Book 78, Pages 5 through 12, in the Public Records of Palm Beach County, Florida.

Tracts GC-1, GC-2, GC-3, GC-4, GC-5, GC-6, GC-7 of that certain Plat entitled ADDISON RESERVE PLAT FOUR, recorded in Plat Book 79, Pages 76 through 81, in the Public Records of Palm Beach County, Florida.



Exhibit "B"



LEGEND

BE	BUFFER EASEMENT	PB	PLAT BOOK
CL	CENTERLINE	RCWM	RECLAIMED WATER MAIN
—	EASEMENT LINE	R/W	RIGHT-OF-WAY
FM	FORCE MAIN	—	SECTION LINE
LAE	LIMITED ACCESS EASEMENT	UE	UTILITY EASEMENT
LWDD	LAKE WORTH DRAINAGE DISTRICT	WM	WATER MAIN
ORB	OFFICIAL RECORDS BOOK		
PG(S)	PAGE(S)		
PBCO	PALM BEACH COUNTY		

NOTE:

LINTON BOULEVARD STATIONING AND UNDERGROUND UTILITY DATA APPROXIMATE LOCATION FROM PBCO PROJECT NO. 04-066  
24" RECLAIMED WATER DISTRIBUTION EXPANSION - PHASE V  
SHEET 8 OF 12  
DATED AUGUST 16, 2006

SHEET 1 OF 1  
SEC. 28, TWP. 46 S., RGE. 42 E.

REV: 09-25-06

FL. E.B. NO. 48

FL. L.B. NO. 48

FIELD: -

DRAWN: MAG

APPR: MHC

**MOCK ROOS**  
ENGINEERS SURVEYORS PLANNERS

5720 Corporate Way, West Palm Beach, Florida 33407  
(561) 683-3113, fax 478-7248

**POINT OF CONNECTION**  
**RECLAIMED WATER MAIN**  
ADDISON RESERVE  
PLAT TWO  
PLAT BOOK 77, PAGES 3-7  
PALM BEACH COUNTY

SCALE: 1"=100'

DATE: 09-18-06

P.A.NO. A5058.04

DR. NO. A-4406