

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

=====

| | | | |
|-----------------------|-----------------------------------|---------------------------|--------------------|
| Meeting Date: | February 27, 2007 | Consent [X] | Regular [] |
| | | Public Hearing [] | |
| Submitted By: | Water Utilities Department | | |
| Submitted For: | Water Utilities Department | | |

=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Potable Water and Wastewater Development Agreement with the Florida Department of Transportation, Florida's Turnpike Enterprise (FDOT) for construction of improvements at the Turnpike's West Palm Beach Service Plaza.

Summary: The FDOT is constructing a new law enforcement and dispatch center for the Florida Highway Patrol's Troop "L" at the Turnpike's West Palm Beach Service Plaza. Under the terms of this Agreement, FDOT will construct new and upgrade existing infrastructure to comply with Department standards; transfer ownership of all infrastructure to the Palm Beach County Water Utilities Department; provide the Department with utility easements for access to the newly acquired infrastructure; and pay all standard utility rates and fees as outlined in the Department's Uniform Policies and Procedures Manual (UPAP). The Department agrees to own, operate, and maintain all potable water and wastewater facilities up to identified points of service. While the Department Director has been delegated the authority to enter into standard development agreements, Board approval is being sought in this case due to the specialized nature of this request.

District 6

(MJ)

Background and Justification: The Department's UPAP contains a standard development agreement form that is utilized in most instances for concurrency reservations, and which can be executed at the Department level. Due to the complexity of the construction and issues unique to FDOT owned property, a non-standard development agreement is required.

Attachments:

1. Location Map
2. Three (3) Original Potable Water and Wastewater Development Agreements (DA No. 02-01116-000)

Recommended By:  1/31/07
Department Director **Date**

Approved By:  2/9/07
Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2007 | 2008 | 2009 | 2010 | 2011 |
|---|------------------------------|-----------------|-----------------|-----------------|-----------------|
| Capital Expenditures | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| External Revenues | <u>(\$186,600.00)</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</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>(\$186,600.00)</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |

Budget Account No.: Fund 4011 Dept. 721 Unit 4211 Revenue 6691

Is Item Included in Current Budget? Yes No

Reporting Category N/A

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

The County will receive one-time Service Initiation Fees of \$186,600 under the terms of this agreement.

C. Department Fiscal Review: Debra M West

III. REVIEW COMMENTS

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

John Smith 2-6-07 OFMB
Don J. Jacobs 2-16-07 Contract Development and Control

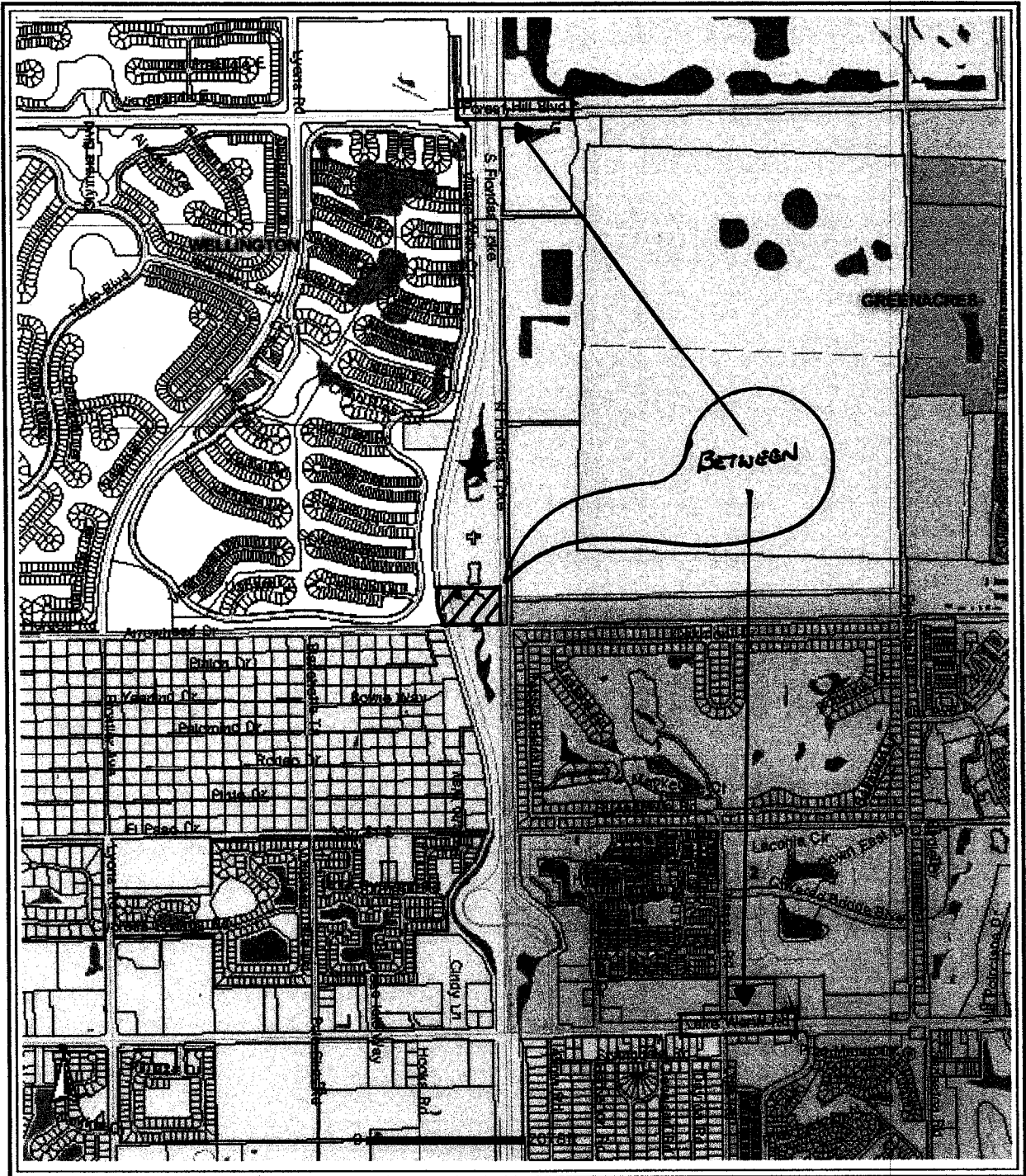
B. Legal Sufficiency: 2-6-07 2-2-07 2-17-07 This Contract complies with our contract review requirements.

Assistant County Attorney 218/07

C. Other Department Review:

 Department Director

Attachment 1



Florida's Turnpike Enterprise - New Florida Highway Patrol Campus @ WPB Service Plaza

Map Scale 1:24938

Map produced on 1/19/2007

<http://cwgisweb.co.palm-beach.fl.us/GeoNav/presentation/mapping/printnew.asp?MAPUR...> 1/19/2007

POTABLE WATER AND WASTEWATER

CHARGE #1023 RETURN VIA WILL CALL #133
ATTN: MARK FALLON, CONTRACT MANAGEMENT,
PBC WATER UTILITIES DEPT,
8100 FOREST HILL BLVD, WPB, FL 33413

SDA # 02-01116-000

POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT (DA)

THIS AGREEMENT made and entered into this _____ day of _____, 200__, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE, hereinafter referred to as "Property Owner."

WITNESSETH

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 "Property", whereupon Property Owner plans to construct the Florida Highway Patrol campus at the West Palm Beach Service Plaza (Mile Post 94 on Florida's Turnpike (SR 91); and

WHEREAS, Property Owner desires to construct potable water and wastewater facilities hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of certain completed potable water and wastewater facilities for operation and maintenance purposes; and

WHEREAS, Property Owner understands that this contract for service in no way entitles Property Owner to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Board of County Commissioners; and

WHEREAS, in the interest of public health and to encourage the use of central water and wastewater facilities, Utility desires 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 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 may be amended from time to time, which is incorporated herein by reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water to and to collect wastewater from the property;
 - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with pipes of Property Owner as further defined in Chapter 1 of the UPAP. For purposes of this Agreement, the specific Point of Service for the wastewater system shall be at Manhole #1 (Station 34+84), as shown on Exhibit "B", which is attached hereto and incorporated herein. Utility shall own and maintain the onsite wastewater system from Manhole #1 downstream, and Property Owner shall own and maintain the wastewater system upstream of Manhole #1. For purposes of this Agreement, the specific Point of Service for the potable water system shall be as set forth on the meter detail drawings found in Chapter 4 of the UPAP.
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single-family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;
 - (e) "Mandatory Agreement Payment (MAP)" - twelve months of Guaranteed Revenue Fees plus applicable Franchise Fees payable to Utility upon submission of an SDA or renewal agreement for each ERC (or ERIC) represented in the Agreement;

POTABLE WATER AND WASTEWATER

- (f) "Service Initiation" - the date a potable water meter or wastewater connection is requested;
 - (g) "Guaranteed Revenue Fee" - the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses;
 - (h) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
 - (i) "Standard Development Renewal Agreement (SDRA)" - an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs/ERICs in a Standard Development Agreement for an additional five (5) years; and
 - (j) "Franchise Fee" - A percentage surcharge applied to all of the Utility's fees for Customers within portions of the Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Property Owner hereby grants and gives to Utility a permit for the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities on the County's side of the Point of Service, in, under, upon, over and across the present and future streets, roads, reserved utility sites and public places as provided for in this Agreement. The continued operation of this permit is a prerequisite to the County's continued provision of potable water and/or wastewater service to the Property. Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water and wastewater facilities; that in the event Utility is required or desires to install any of its potable water and wastewater facilities in lands within the Property lying outside the permit area described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary permits for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Utility requires an approximate unobstructed area of ten (10) feet on either side of its pipeline facilities. Property Owner will cooperate with Utility to minimize encroachments into these unobstructed areas. If future improvements by Property Owner encroach into the unobstructed areas, then Property Owner will relocate the impacted facilities, to the satisfaction of Utility, and at the Property Owner's sole cost as part of the improvement project. The facilities will be relocated to areas on-site where the required unobstructed areas can again be maintained, operated, and/or expanded. The plans for all relocations shall be reviewed and approved by the Utility thru the normal permitting process. Furthermore, should any encroachment preclude the Utility from any of the permit rights set forth above, Property Owner shall either remove the encroachment or relocate the impacted facilities, at Property Owner's sole cost, and as agreed upon between the Utility and the Property Owner.
4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Property Owner, Utility covenants and agrees that it will allow the connection of the potable water distribution and wastewater collection facilities installed by Property Owner to the potable water and wastewater facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply and wastewater collection and disposal operation of Utility.
5. Property Owner is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Property Owner agrees to pay in accordance with the UPAP:
- (a) a MAP per each ERC for the requested capacity upon submission of this Agreement; and
 - (b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional potable water and wastewater facilities will be completed in phases designed to coincide with the need for

POTABLE WATER AND WASTEWATER

service to Property Owner and other Property Owners in the service area. Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Potable Water and Wastewater Agreement is:

| | | | |
|----------------|--------------------|---------------|-------------------|
| Potable Water: | \$140.76 per ERC x | 24.95 ERCs = | \$3,511.96 |
| Wastewater: | \$197.52 per ERC x | 24.95 ERCs = | \$4,928.12 |
| | | Franchise Fee | \$0.00 |
| | | TOTAL | \$8,440.08 |

Upon receipt of the MAP, Utility agrees to reserve 24.95 ERCs of Potable Water and Wastewater system capacity for Property Owner until **February 28, 2012**, which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

Property Owner acknowledges that it is the sole responsibility of Property Owner to provide payment of a new MAP at the then current fees thirty (30) days before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by ten (10) ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the rate applicable to the original Agreement. Any amendments to the SDA shall be binding upon both Utility and Property Owner and subject to all applicable rules and regulations of Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

- Property Owner hereby agrees to construct and to transfer ownership and control up to the Point of Service to Utility, at no cost, the on-site and off-site potable water distribution, and wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water and wastewater facilities for operation and maintenance purposes. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution and wastewater collection systems for the Property. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the potable water distribution, and wastewater collection systems as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees, Installation Fees, and other fees as set forth in the UPAP.

During the construction of the potable water distribution and wastewater collection systems by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built

POTABLE WATER AND WASTEWATER

plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Property Owner hereby agrees to transfer to Utility title to all potable water distribution and wastewater collection systems installed by Property Owner's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility by Bill of Sale in a form supplied by Utility the complete on-site and off-site potable water distribution and wastewater collection system as constructed by Property Owner and approved by Utility, along with the required Cost Documentation and Property Owner's No Lien Affidavit. Utility's acceptance of the potable water distribution and wastewater collection system installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification.

Property Owner hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and any other applicable fees as set forth in the UPAP at the then current rate. A schedule of the fees now in effect is attached hereto and incorporated herein as Exhibit "C" for reference only.

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. The construction and transfer of ownership of the potable water distribution and wastewater collection system does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the potable water and wastewater facilities transferred to or owned by Utility.

Property Owner agrees with Utility that all potable water and wastewater facilities conveyed to Utility for use in connection with providing potable water and wastewater service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water and wastewater services to the Property and to the occupants of each residence or building constructed thereon.

7. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of potable water and wastewater 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 of 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 potable water and wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.
8. Property Owner or his assignee shall not have the right to and shall not connect to the potable water and wastewater facilities of Utility until approval for such connection has been granted by 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 Property Owner or other than Utility.
9. 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:

**ATTN: DISTRICT UTILITY ADMINISTRATOR
PO BOX 613069,
OCOEE, FL 34761-3069;**

POTABLE WATER AND WASTEWATER

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097.

10. 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 potable water and wastewater facilities and services to any phased area and to the Property as a whole.
11. 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 herein contained, and when duly executed, constitutes the entire agreement between 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, alterations, 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.

12. Additional Conditions:

None.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

POTABLE WATER AND WASTEWATER

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

ATTEST:

Clerk (or Deputy Clerk)

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: Bevin A. Beaudet
Bevin A. Beaudet, Department Director
or Designee

WITNESSES:

PROPERTY OWNER:
Florida Department of Transportation,
Florida's Turnpike Enterprise

Mildred L. Davis
Mildred L. Davis
Typed or Printed Name

By: Christopher Warren
Christopher Warren, P.E.
Deputy Executive Director and
Chief Operating Officer

Sandra Wilde
Signature
Sandra Wilde
Typed or Printed Name

{ Corporate }
Seal }

Approved as to form and legality:

By: Jack R. Leonard
Jack R. Leonard
Office of the Turnpike General Counsel

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF ORANGE

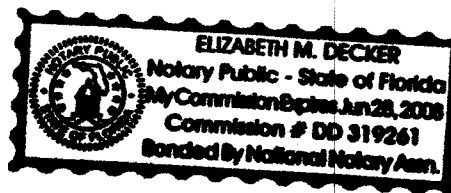
The foregoing instrument was acknowledged before me this 23rd day of JANUARY, 2007 by Christopher L. Warren, P.E., Deputy Executive Director and Chief Operating Officer of Florida's Turnpike Enterprise. He/she is personally known to me or has produced a current Florida driver's license as identification.

My Commission
Expires: _____

Elizabeth M. Decker
Signature of Notary

Typed, Printed, or Stamped Name of Notary

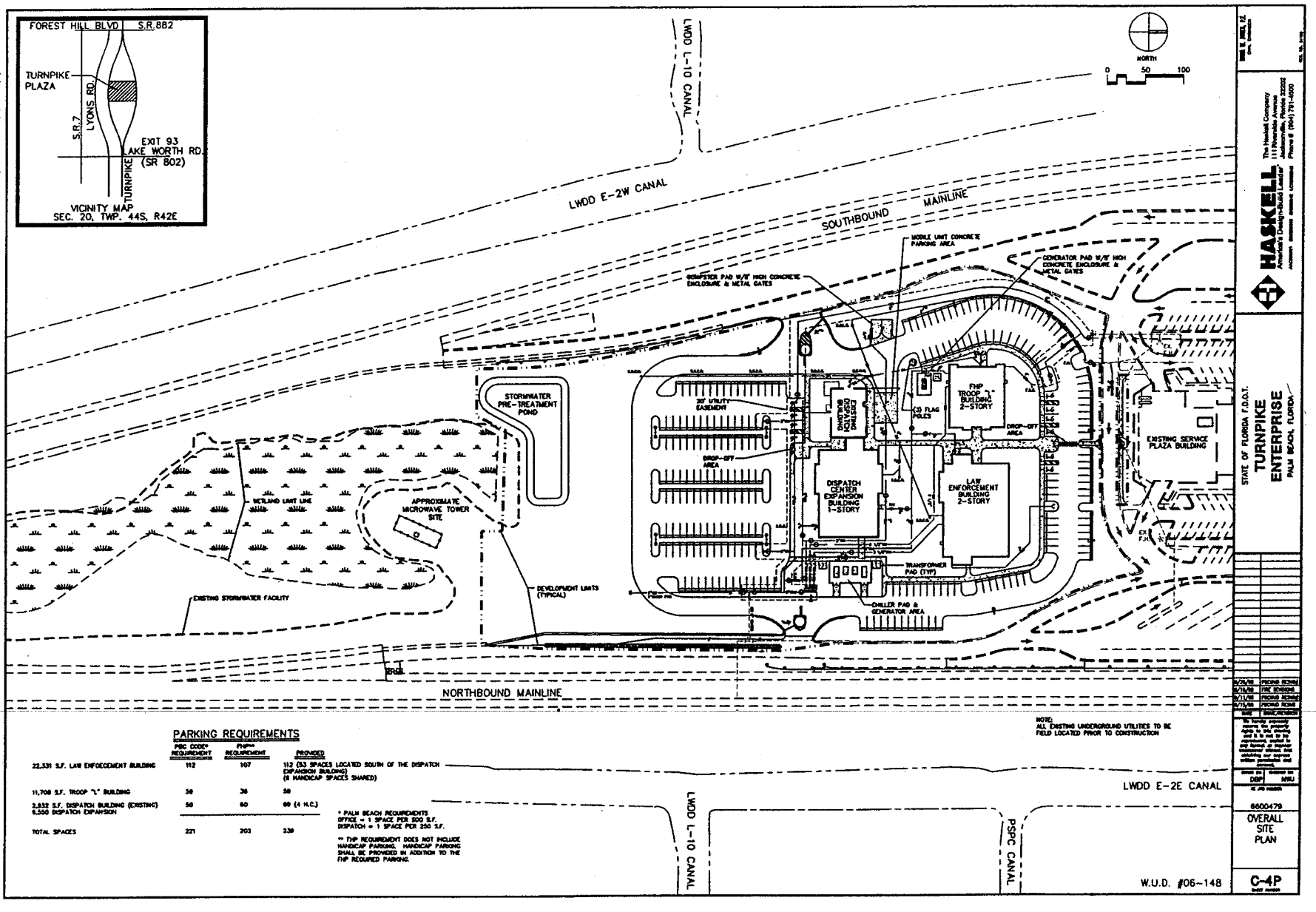
Notary Public
Serial Number _____



POTABLE WATER AND WASTEWATER

EXHIBIT "A"

SITE PLAN



SCALE 1/8" = 1'-0"
 THE HASKELL COMPANY
 ARCHITECTS
 1111 BIRCHWOOD AVENUE
 PALM BEACH, FLORIDA 33480
 PHONE 561-731-4500

STATE OF FLORIDA F.O.D.T.
TURNPIKE ENTERPRISE
 PALM BEACH, FLORIDA

| | |
|----------|------------------|
| DATE | DESCRIPTION |
| 12/15/06 | FINAL |
| 12/15/06 | FOR PERMITS |
| 12/15/06 | FOR RECORD |
| 12/15/06 | FOR CONSTRUCTION |
| 12/15/06 | FOR ARCHIVE |

6600479
 OVERALL SITE PLAN
 C-4P

PARKING REQUIREMENTS

| S.F. BUILDING | F.P.M.P. REQUIREMENTS | | PROVIDED |
|---|-----------------------|-------------|---|
| | REQUIREMENT | REQUIREMENT | |
| 22,331 S.F. LAW ENFORCEMENT BUILDING | 112 | 107 | 112 (63 SPACES LOCATED SOUTH OF THE DISPATCH EXPANSION BUILDING) (8 HANDICAP SPACES SHARED) |
| 11,708 S.F. TROOP "L" BUILDING | 58 | 36 | 58 |
| 2,832 S.F. DISPATCH BUILDING (EXISTING) | 50 | 60 | 60 (4 H.C.) |
| 8,550 DISPATCH EXPANSION | | | |
| TOTAL SPACES | 221 | 203 | 238 |

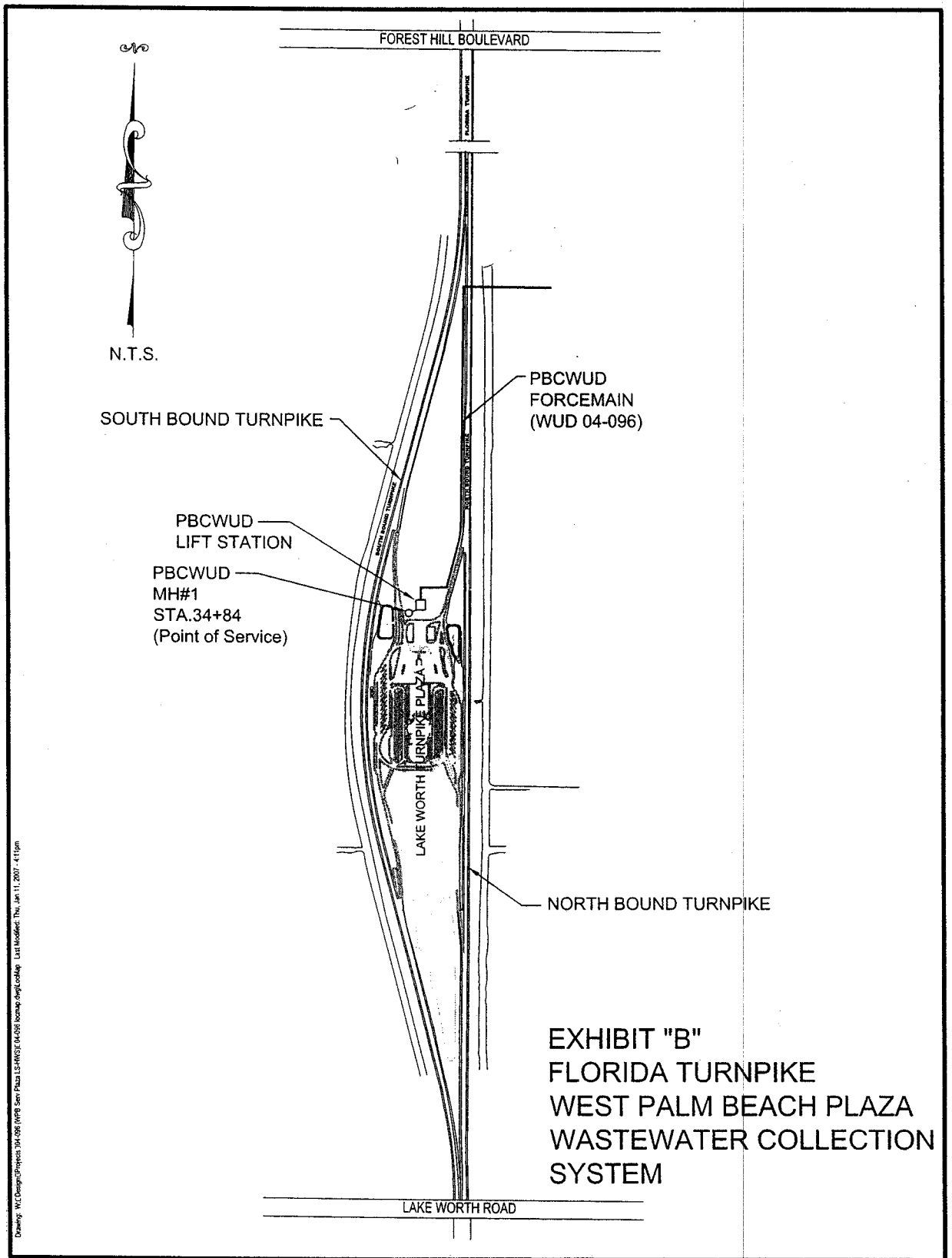
* PALM BEACH REQUIREMENTS
 OFFICE = 1 SPACE PER 200 S.F.
 DISPATCH = 1 SPACE PER 250 S.F.
 ** F.P.M.P. REQUIREMENT DOES NOT INCLUDE HANDICAP PARKING. HANDICAP PARKING SHALL BE PROVIDED IN ADDITION TO THE F.P.M.P. REQUIRED PARKING.

NOTE: ALL EXISTING UNDERGROUND UTILITIES TO BE FIELD LOCATED PRIOR TO CONSTRUCTION

POTABLE WATER AND WASTEWATER

EXHIBIT "B"

UTILITY SITE PLAN



Drawing: W.C. Design/Projects 7M-096 (WPB) See Plans LS-FH01E/M-096 for map details. Last Modified: Thu, Jan 11, 2007 - 4:15pm

POTABLE WATER AND WASTEWATER

**EXHIBIT "C"
SCHEDULE OF FEES AND COSTS**



PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

**8100 Forest Hill Boulevard
West Palm Beach, Florida 33413-3336
(561) 493-6056 or (561) 493-6057 or (561) 493-6058**

NAME: FDOT - Florida's Turnpike Enterprise **INVOICE:** **QUOTE**
MAILING ADDRESS: Attn: District Utility Administrator, PO Box 613069, Ocoee, FL 34761-3069
CONTACT PERSON: Lawrence Hayduk **PHONE:** (407) 532-3999
 Ext 3423
SUBDIVISION/PHASE: WPB/LW Service Plaza - FHP Campus **FAX:** (407) 822-5821
TYPE OF SERVICE: Combined Water Sewer **DATE:** 1/11/2007
 X

METER INSTALLATION FEES

| QUANTITY | | | METER SIZE | UNIT PRICE | | | PRICE | TOTALS |
|----------|------|-----|------------|------------|------------|------------|--------------------------------------|-------------------|
| Drop | Full | Tap | | Drop | Full | Tap | | |
| | | | 5/8" | \$135.00 | \$410.00 | \$2,000.00 | | |
| | | | 1" | \$195.00 | \$550.00 | \$2,500.00 | | |
| 1 | | | 1 1/2" | \$520.00 | \$1,430.00 | \$3,000.00 | \$520.00 | |
| 1 | | | 2" | \$1,430.00 | \$2,080.00 | \$4,000.00 | \$1,430.00 | |
| | | | 3" | \$1,950.00 | * | * | | |
| | | | 4" | \$3,000.00 | * | * | | |
| | | | Other | | | | \$0.00 | |
| | | | | | | | METER INSTALLATION FEE TOTAL: | \$1,950.00 |

CONNECTION FEES

| | PRICE |
|------------------------------|-------------------|
| Water | \$35,560.00 |
| Sewer | \$49,900.00 |
| Other: 6" Fireline | \$57,000.00 |
| CONNECTION FEE TOTAL: | 142,460.00 |

THIRD PARTY REIMBURSEMENT

SERVICE FEE (0193000000)

GUARANTEED REVENUE FEES

| | TOTAL ERCs | MONTHLY FEE PER ERC | # OF MONTHS | PRICE |
|--------------------------------------|---------------|---------------------------|----------------|------------------|
| Water | 24.95 | 11.73 | 60.00 | \$17,559.81 |
| Sewer | 24.95 | 16.46 | 60.00 | \$24,640.62 |
| GUARANTEED REVENUE FEE TOTAL: | | | | 42,200.43 |

MISCELLANEOUS FEES AND ADJUSTMENTS:

Credit for existing installations (if any): 0.00

QUOTE TOTAL (VALID UP TO 30 DAYS FROM QUOTE DATE): **\$186,610.43**

TO BE INSTALLED AT The new FHP campus at the WPB/LW Service Plaza.

NOTE: Due to an anticipated change in the above fees to be effective 04/01/07, any meter installations beyond that date will be made at the then current fees in the Department's Uniform Policies and Procedures Manual.