

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 05, 2009 Consent [X] Regular []
Public Hearing []

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

I. EXECUTIVE BRIEF

Motion: Staff recommends motion to approve: a Reclaimed Water Service Agreement with Emerald Dunes Golf Course, LLC.


Summary: The recent expansion of the Palm Beach County Water Utilities Department's (Department) reclaimed water system provides the opportunity for existing developments and golf courses to install infrastructure to convey reclaimed water into lakes for subsequent irrigation through the existing irrigation system. The Board of County Commissioners adopted Standard Reclaimed Water Service Agreements (Standard Agreement) on November 20, 2007 (3K-3), and permitted execution of Standard Agreements at the Department level. Conditions unique to this property location require modifications to the Standard Agreement. In exchange for required easement(s), the County is agreeing to reimburse out-of-pocket expenses associated with the preparation of the easement, up to \$5,000. District 2 (MJ)

Background and Justification: The Department was authorized by the Board of County Commissioners on November 20, 2007 (3K-3) to incorporate Lake Discharge Irrigation System Agreements into the UPAP. The Agreement is a Standard form that is utilized in most instances for irrigation through the existing irrigation system, and which can be executed at the Department level. However, conditions unique to this property location require modifications to the Standard Agreement and BCC approval is therefore required. The Department is committed to promoting economically and technically feasible alternative water resources such as reclaimed water.

Attachments:

- 1. Two (2) Original Development Agreements 01-90004-000
- 2. Copy of Agenda Item (3K-3) November 20, 2007 BCC Meeting
- 3. Location Map

Recommended By:  4/24/09
Department Director Date

Approved By:  5/1/09
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Operating Expenditures	<u>\$5,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues		<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>\$5,000.00</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 4001 Dept. 720 Unit 1110 Object 3401

Is Item Included in Current Budget? Yes No

Reporting Category N/A

**B. Recommended Sources of Funds/Summary of Fiscal Impact:
One-time expenditure to funded from user fees.**

C. Department Fiscal Review: Selma M West

III. REVIEW COMMENTS

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

[Signature] 4/29/09
 4/28/09 OFMB *TM* 4/28 *CM* 4/28/09

[Signature] 4/29/09
 Contract Development and Control
[Signature] Jones 4/29/09

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Signature] 4/29/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

RWSA # 01-90004-000

**RECLAIMED WATER SERVICE AGREEMENT – LAKE DISCHARGE IRRIGATION
SYSTEM**

THIS AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2009, by and between PALM BEACH COUNTY, a subdivision of the State of Florida (hereinafter referred to as "Utility"), and EMERALD DUNES GOLF COURSE, LLC, a Delaware limited liability company (hereinafter referred to as "Manager").

WHEREAS, Manager either owns the property set forth in Exhibit "A" which is attached hereto and incorporated herein (hereinafter referred to as "Property"), or has been granted the authority to control and/or maintain an Irrigation System on the Property; and

WHEREAS, Manager has the authority to enter into this Agreement; and

WHEREAS, Manager desires to allow the County to discharge Reclaimed Water into On-Site Stormwater Retention Ponds for irrigation purposes; and

WHEREAS, upon the conditions set forth herein, Utility will own and maintain the Reclaimed Water facilities up to the Point of Service and Manager will own and/or maintain the Irrigation System on the Property from the Point of Service; and

WHEREAS, Manager shall use Reclaimed Water for landscape 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, Manager 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 adopted and amended from time to time by the Palm Beach County Board of County Commissioners. Except to the extent inconsistent herewith, 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(s) of Service" – the point where the Reclaimed Water exits the Utility System and is discharged into the lake(s).
 - (d) "Lake Discharge Irrigation System" – an Irrigation System in which the Reclaimed Water supplied by Utility is discharged under controlled conditions into On-Site Stormwater Retention Ponds.
 - (e) "Required Utility Facilities" – Reclaimed Water facilities which are required to be constructed to connect the Utility System with the Irrigation System.

- (f) "Utility System" – The Reclaimed Water facilities owned and operated by Utility. The Utility System shall include the Required Utility Facilities following conveyance of same by Manager to Utility.
- (g) "Service Initiation" – the date Reclaimed Water is supplied by Utility for its intended use by Manager.
- (h) "Reclaimed Water" – water that: (i) has received at least secondary treatment and high level disinfection; (ii) complies with all regulatory standards, including, without limitation, those set forth in F.A.C. Section 62-610, and (iii) is reused after flowing out of a wastewater treatment facility.
- (i) "Irrigation System" - a network of pipes, pumping facilities, storage facilities, sprinkler heads, On-Site Stormwater Retention Ponds, and appurtenances on Manager's side of the Point of Service designed for landscape irrigation purposes. While certain components of the Irrigation System may not be owned by Manager, said components are still considered part of the Irrigation System for purposes of this Agreement.
- (j) "On-Site Stormwater Retention Ponds" – a body or bodies of water designed to collect, store and/or convey stormwater.

3. Manager shall submit to Utility engineering plans and specifications prepared and sealed by a professional engineer registered in the State of Florida showing the Required Utility Facilities. Utility will advise Manager's engineer of any sizing requirements as mandated by the UPAP. All such plans and specifications, including hard copy and electronic media, submitted to Utility 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, Manager shall construct, at Manager's expense, the Required Utility Facilities, as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied to cover the cost of the plan review and inspection.

During the installation of the Required Utility Facilities, 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 Required Utility Facilities have been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Manager of its responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media, shall be submitted to Utility upon completion of construction of the Required Utility Facilities.

Utility hereby agrees to accept ownership of the Required Utility Facilities upon completion of installation of same. Manager hereby agrees to transfer to Utility title to all Required Utility Facilities installed by Manager's contractor up to the Point of Service, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of 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, Manager shall convey to Utility, in a form supplied by Utility, the Required Utility Facilities as constructed by Manager and approved by Utility, along with the required Cost Documentation and Owner's No Lien Affidavit.

Prior to Service Initiation, Manager shall convey to Utility an easement for the purpose of constructing, maintaining, repairing, replacing, and operating, as necessary and appropriate, the Required Utility Facilities and for ingress and egress for the foregoing purposes. If all or a portion of the easement area is not owned by Manager, then Manager shall be responsible for acquiring an easement(s) from the property owner(s) to Utility for the purpose of constructing, maintaining, repairing, replacing, and operating, as necessary and appropriate, the Required Utility Facilities and for ingress and egress for the foregoing purposes. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of \$50.00

per linear foot of any granted utility easement (based on the length of the centerline of the easement). Said title policy shall confirm the grantor's right to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. Utility's acceptance of the Required Utility Facilities installed by Manager shall be in accordance with the provisions as set forth in the UPAP. All installations by Manager or its contractor that are conveyed to Utility shall be warranted by Manager or its contractor for one year from the date of Service Initiation. All Required Utility Facilities shall be located within an easement if not located within platted or dedicated public rights-of-way. The utility easements referenced above shall be recorded in the Palm Beach County Public Records.

4. Utility's performance under this Agreement is specifically contingent upon Utility's acquisition of a National Pollutant Discharge Elimination System (NPDES) permit from Florida Department of Environmental Protection (FDEP) for discharge into On-Site Stormwater Retention Ponds. Utility does not guarantee that the NPDES permit will be issued, and any costs incurred by Manager prior to Utility's acquisition of the NPDES permit shall be at Manager's own risk. Manager shall also provide Utility with evidence from the governing drainage district that discharge of Reclaimed Water into On-Site Stormwater Retention Ponds is permitted. Manager shall comply with all permit conditions set forth in the NPDES permit. Manager shall be responsible for the design, construction, modification and operation of the Irrigation System, and shall be responsible for ensuring that the Irrigation System is designed, constructed, modified and operated in accordance with rules and regulations of the Health Department, the FDEP, the UPAP, the Palm Beach County Reclaimed Water Ordinance, and any other entity with jurisdiction over usage of Reclaimed Water. Prior to Service Initiation, Manager shall provide Utility a written confirmation of notice to all property owners that Reclaimed Water will be utilized in the Irrigation System. Manager shall hold harmless, indemnify, and release Utility from and against all liabilities, damages, penalties, claims, costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to the operation of the Irrigation System, except where said liabilities, damages, penalties, claims, costs and expenses are the result of the negligent or intentional acts or omissions of Utility. Upon the accomplishment of all the prerequisites contained in this Agreement to be performed by Manager, Utility covenants and agrees that it will allow the connection of the Irrigation System to the Utility System (which will include any Required Utility Facilities) in accordance with the terms and intent of this Agreement.

5. Manager hereby requests and Utility agrees to provide to Manager via a Lake Discharge System a maximum annual flow of one hundred forty-eight million (148,000,000) gallons of Reclaimed Water subject to a maximum monthly flow of twenty-two million nine hundred thousand (22,900,000) gallons. Utility does not guarantee a continuous availability of Reclaimed Water at the Point of Service. The flow amounts are subject to any usage/withdrawal restrictions imposed by the South Florida Water Management District, FDEP, or any other authority with jurisdiction over water use on the Property. Utility may modify and vary the flow rate of Reclaimed Water at the Point of Service while maintaining the maximum monthly flow rate during those months in which such flow is needed. Manager shall install an automatic float-controlled shut-off valve assembly at each point of discharge of Reclaimed Water into On-Site Stormwater Retention Ponds. The float elevation shall be in accordance with permit conditions set by FDEP and shall automatically shut off the flow of Reclaimed Water in order to avoid violations of said permit conditions. Manager shall be solely responsible for complying with all permit conditions related to float elevations.

6. Any modifications to the Irrigation System must be approved by Utility. Any change or modification to the level control system for On-Site Stormwater Retention Ponds including overflow weirs/bleeders must be approved in advance by Utility. Manager shall provide a report to Utility, consisting of a log of daily readings of each lake system's water level; in a form acceptable to Utility and shall include an electronic version (MS Excel format) on a monthly basis, submitted no later than the 15th of the following month.

7. Manager shall be responsible for payment of any and all applicable fees and charges required under UPAP for Reclaimed Water Service. The timely payment by Manager of all fees and charges in accordance with the terms set forth herein shall be

considered essential to the continued performance by Utility of all terms and conditions of this Agreement.

8. Manager shall provide Utility evidence satisfactory to Utility that Manager has the authority to enter into this Agreement.

9. 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 Manager 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 Manager, upon any other entity holding by, through or under Manager, and upon any customer of the Reclaimed Water Service provided to the Property by Utility

10. Manager shall not have the right to, and shall not, connect to the Utility System 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 Manager or other than Utility. In addition, Manager agrees to comply with all rules and regulations of the UPAP, Department of Health, DEP, and/or any other authority with jurisdiction over water use on the Property. The Reclaimed Water provided under this Agreement shall be used for landscape irrigation purposes only and solely on the Property shown in Exhibit "A".

11. Any conveyance, transfer or assignment of this Agreement by Manager must be approved in advance by Utility.

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

Emerald Dunes Golf Course, LLC
Attention: John Haas
2100 Emerald Dunes Drive
West Palm Beach, FL 33411

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

13. This Agreement shall supersede, null and void all previous agreements or representations, either verbal or written, heretofore in effect between Manager and Utility, made with respect to the matter contained herein, and when duly executed, constitutes the entire agreement between Manager and Utility.

14. 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.

15. 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.

16. Utility shall have the right to terminate Reclaimed Water Service in the event of non-compliance by the Manager with any of the conditions of this Agreement.

17. The Special Conditions attached hereto as Exhibit "B" are a part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, Manager 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 & Comptroller (or Deputy Clerk)

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

By: _____
John F. Koons, Chairman

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

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

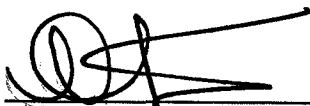
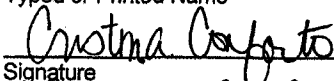
**WATER UTILITIES DEPARTMENT
FINANCE AND ADMINISTRATION
APPROVAL**

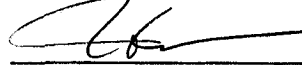
By: _____
Director of Finance and Administration
PBC Water Utilities Department

WITNESSES:

MANAGER:

EMERALD DUNES GOLF COURSE, LLC, a Delaware limited liability company
By: EMERALD DUNES GOLF CLUB, LLC, a Delaware limited liability company, Its Sole Member


Signature
Alexandra Fullerton
Typed or Printed Name

Signature
CRISTINA CONFORTO
Typed or Printed Name

By: 
Signature
John R. Fraser
Typed or Printed Name
Manager
Title

Signature

Signature

Typed or Printed Name

By: _____
Signature
Name: _____
Title: _____

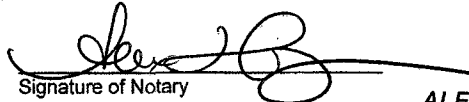
(CORPORATE SEAL)

NOTARY CERTIFICATE

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 20th day of March, 2009, by JOHN R. FRASER, MANAGER of EMERALD DUNES GOLF CLUB, LLC, a Delaware limited liability company, SOLE MEMBER of EMERALD DUNES GOLF COURSE, LLC, a Delaware limited liability company. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: _____


Signature of Notary

ALEX HOFMANN
Notary Public, State of New York
No. 01HO6028348
Qualified in New York County
Commission Expires July 26, 2009

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____ of EMERALD DUNES GOLF CLUB, LLC, a Delaware limited liability company, SOLE MEMBER of EMERALD DUNES GOLF COURSE, LLC, a Delaware limited liability company. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: _____

Signature of Notary

Typed, Printed, or Stamped Name of Notary
Notary Public
Serial Number _____

WITNESSES:

MANAGER:

EMERALD DUNES GOLF COURSE, LLC, a Delaware limited liability company
By: EMERALD DUNES GOLF CLUB, LLC, a Delaware limited liability company, its Sole Member

Signature _____
Typed or Printed Name _____

By: _____
Signature _____
John R. Fraser
Typed or Printed Name _____
Manager
Title _____

Signature _____
Typed or Printed Name _____

Signature [Handwritten Signature]
Typed or Printed Name CAROLINE LAMBORN

By: [Handwritten Signature]
Signature _____
Name: Jessie Steiner
Title: Authorized Rep

Signature [Handwritten Signature]
Typed or Printed Name Jessie Fidsness

(CORPORATE SEAL)

STATE OF New York NOTARY CERTIFICATE
COUNTY OF New York

The foregoing instrument was acknowledged before me this 20th day of MARCH 2009, by JOHN R. FRASER, MANAGER of EMERALD DUNES GOLF CLUB, LLC, a Delaware limited liability company, SOLE MEMBER of EMERALD DUNES GOLF COURSE, LLC, a Delaware limited liability company. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: June 2, 2011

MARIA A. TORRES
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01T06093272
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES JUNE 2, 2011

[Handwritten Signature]
Signature of Notary _____
Typed, Printed, or Stamped Name of Notary _____

Notary Public
Serial Number 01T06093272

STATE OF _____ NOTARY CERTIFICATE
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2009, by _____ as _____ of EMERALD DUNES GOLF CLUB, LLC, a Delaware limited liability company, SOLE MEMBER of EMERALD DUNES GOLF COURSE, LLC, a Delaware limited liability company. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: _____

Signature of Notary _____
Typed, Printed, or Stamped Name of Notary _____

Notary Public
Serial Number _____

WITNESSES:

Signature

Typed or Printed Name

Signature

Typed or Printed Name

Signature

Typed or Printed Name

Signature

Typed or Printed Name

MANAGER:

EMERALD DUNES GOLF COURSE, LLC, a Delaware limited liability company
 By: **EMERALD DUNES GOLF CLUB, LLC**, a Delaware limited liability company,
 its Sole Member

By: _____
 Signature
 John R. Fraser
 Typed or Printed Name
 Manager
 Title

By: _____
 Signature
 Name: Jeffrey Steiner
 Title: Authorized Rep

(CORPORATE SEAL)

NOTARY CERTIFICATE

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by JOHN R. FRASER, MANAGER of EMERALD DUNES GOLF CLUB, LLC, a Delaware limited liability company, SOLE MEMBER of EMERALD DUNES GOLF COURSE, LLC, a Delaware limited liability company. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: _____

Signature of Notary

Typed, Printed, or Stamped Name of Notary

Notary Public
 Serial Number _____

NOTARY CERTIFICATE

STATE OF New York
 COUNTY OF New York

The foregoing instrument was acknowledged before me this 25th day of March, 2009, by Jeffrey Steiner as Authorized Rep of EMERALD DUNES GOLF CLUB, LLC, a Delaware limited liability company, SOLE MEMBER of EMERALD DUNES GOLF COURSE, LLC, a Delaware limited liability company. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: _____

Signature of Notary

Maria Torres
Typed, Printed, or Stamped Name of Notary

Notary Public
 Serial Number 01T06093272

MARIA A. TORRES
 NOTARY PUBLIC - STATE OF NEW YORK
 NO. 01T06093272
 QUALIFIED IN NEW YORK COUNTY
 MY COMMISSION EXPIRES JUNE 2, 2011

EXHIBIT "A"
LEGAL DESCRIPTION

(attach legal description of Golf Course less Clubhouse)

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

(GOLF COURSE AND GOLF COURSE LAKES)

A CERTAIN PARCEL IN SECTION 22, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER (S 1/4) CORNER OF SAID SECTION 22, RUN THENCE NORTH 01°27'12" EAST ALONG THE NORTH SOUTH ONE-QUARTER (NS 1/4) SECTION LINE, A DISTANCE OF 170.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 170.00 FEET NORTHERLY FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 22, ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD AS DESCRIBED IN OFFICIAL RECORD BOOK 4013, PAGES 856 THROUGH 863, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 88°45'24" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 596.45 FEET; THENCE NORTH 43°45'24" WEST, A DISTANCE OF 35.36 FEET; THENCE NORTH 01°14'36" EAST, A DISTANCE OF 368.78 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 550.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 07°34'39", A DISTANCE OF 72.74 FEET; THENCE NORTH 35°47'25" EAST, A DISTANCE OF 33.54 FEET; THENCE NORTH 77°54'54" EAST, A DISTANCE OF 127.62 FEET; THENCE SOUTH 54°42'35" EAST, A DISTANCE OF 375.94 FEET; THENCE SOUTH 77°52'24" EAST, A DISTANCE OF 700.00 FEET; THENCE NORTH 37°41'24" EAST A DISTANCE OF 383.77 FEET; THENCE NORTH 20°55'06" EAST, A DISTANCE OF 477.82 FEET; THENCE NORTH 05°51'00" WEST, A DISTANCE OF 829.99 FEET; THENCE NORTH 87°01'14" WEST, A DISTANCE OF 670.01 FEET; THENCE SOUTH 23°06'16" WEST, A DISTANCE OF 170.50 FEET; THENCE SOUTH 63°55'06" WEST, A DISTANCE OF 134.63 FEET; THENCE SOUTH 05°42'38" WEST, A DISTANCE OF 9.47 FEET; THENCE SOUTH 59°02'10" WEST, A DISTANCE OF 188.99 FEET; THENCE SOUTH 29°44'42" WEST, A DISTANCE OF 196.52 FEET; THENCE SOUTH 21°14'55" WEST, A DISTANCE OF 93.81 FEET; THENCE SOUTH 07°51'20" WEST, A DISTANCE OF 529.24 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 19°18'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 117.95 FEET; SAID CURVE HAVING A CHORD BEARING OF SOUTH 68°15'38" WEST; THENCE SOUTH 77°54'54" WEST, A DISTANCE OF 132.20 FEET; THENCE NORTH 61°42'29" WEST, A DISTANCE OF 32.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 57°26'03", A DISTANCE OF 551.33 FEET; SAID CURVE HAVING A CHORD BEARING OF NORTH 50°02'54" WEST;

THENCE NORTH 05°08'15" EAST, A DISTANCE OF 575.70 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 84°57'50"; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 148.29 FEET TO THE END OF SAID CURVE; THENCE NORTH 79°49'28" WEST, A DISTANCE OF 679.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1200.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 19°47'30", A DISTANCE OF 414.52 FEET; SAID CURVE HAVING A CHORD BEARING OF NORTH 00°48'20" WEST; THENCE NORTH 10°42'05" WEST, A DISTANCE OF 253.28 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1125.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE SUBTENDING AN ANGLE OF 11°36'58", A DISTANCE OF 228.08 FEET; THENCE SOUTH 86°32'17" EAST, A DISTANCE OF 314.89 FEET TO A POINT IN THE ARC OF A CURVE HAVING A RADIUS OF 372.37 FEET FROM SAID POINT THE RADIUS BEARS NORTH 85°44'43" EAST; THENCE SOUTHERLY, EASTERLY, NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 344°34'02", A DISTANCE OF 2239.37 FEET; THENCE NORTH 86°32'17" WEST, A DISTANCE OF 314.89 FEET TO A POINT IN THE ARC OF THE AFORESAID 1125.00 FOOT RADIUS NON-TANGENT CURVE; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 06°19'48", A DISTANCE OF 124.29 FEET; SAID CURVE HAVING A CHORD BEARING OF NORTH 09°10'27" EAST; THENCE NORTH 12°20'21" EAST, A DISTANCE OF 204.05 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1325.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 06°49'29", A DISTANCE 157.83 FEET TO A POINT OF INTERSECTION WITH A 150.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 71°06'28", A DISTANCE OF 186.16 FEET; SAID CURVE HAVING A CHORD BEARING OF NORTH 68°50'51" EAST; THENCE NORTH 33°17'37" EAST, A DISTANCE OF 400.78 FEET; THENCE NORTH 17°37'05" EAST, A DISTANCE OF 776.42 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 70°37'01"; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.25 FEET TO THE END OF THE SAID CURVE AND AN INTERSECTION WITH A CURVE HAVING A RADIUS OF 450.00 FEET, CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 16°14'06", A DISTANCE OF 127.51 FEET; SAID CURVE HAVING A CHORD BEARING OF SOUTH 88°46'30" EAST; THENCE SOUTH 80°39'27" EAST, A DISTANCE OF 193.37 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 850.00 FEET AND A CENTRAL ANGLE OF 22°06'00"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 327.86 FEET TO THE END OF SAID CURVE; THENCE NORTH 77°14'33" EAST, A DISTANCE OF 149.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1150.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 04°38'38", A DISTANCE

OF 93.21 FEET; THENCE SOUTH 11°39'14" EAST, A DISTANCE OF 785.64 FEET TO A POINT IN THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 108°30'24"; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 189.38 FEET; SAID CURVE HAVING A CHORD BEARING OF SOUTH 25°48'37" EAST; THENCE SOUTH 28°26'35" WEST, A DISTANCE OF 136.47 FEET; THENCE SOUTH 16°30'16" EAST, A DISTANCE OF 140.80 FEET; THENCE NORTH 70°18'05" EAST, A DISTANCE OF 430.17 FEET; THENCE NORTH 24°51'49" EAST, A DISTANCE OF 451.88 FEET; THENCE NORTH 06°02'57" WEST, A DISTANCE OF 570.20 FEET TO A POINT IN THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 950.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 07°59'59", A DISTANCE OF 132.64 FEET; SAID CURVE HAVING A CHORD BEARING OF NORTH 83°29'31" EAST; THENCE NORTH 79°29'31" EAST, A DISTANCE OF 180.15 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 435.00 FEET AND A CENTRAL ANGLE OF 61°48'01"; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 469.20 FEET TO THE END OF SAID CURVE; THENCE SOUTH 38°42'28" EAST, A DISTANCE OF 295.48 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 45°03'15"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 353.86 FEET TO THE END OF SAID CURVE; THENCE SOUTH 06°20'47" WEST, A DISTANCE OF 585.10 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,050.00 FEET AND A CENTRAL ANGLE OF 07°16'54"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 133.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00°56'07" EAST, A DISTANCE OF 131.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 70°31'44"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.10 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 125.00 FEET SUBTENDING A CENTRAL ANGLE OF 19°12'39", A DISTANCE OF 41.91 FEET; THENCE NORTH 39°37'03" WEST A DISTANCE OF 45.00 FEET TO A POINT IN THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 170.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 24°50'24", A DISTANCE OF 73.70 FEET; SAID CURVE HAVING A CHORD BEARING OF SOUTH 37°57'47" WEST TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHERLY ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 55.00 FEET, SUBTENDING A CENTRAL ANGLE OF 154°27'27", A DISTANCE OF 148.27 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 219.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 85°42'39"; THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 82.28 FEET TO THE END OF SAID CURVE; THENCE NORTH 85°42'39" WEST, A DISTANCE OF 190.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 55.00

FEET AND A CENTRAL ANGLE OF 56°56'23"; THENCE WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 54.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 37°20'58" WEST, A DISTANCE OF 140.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 47°17'41"; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 206.36 FEET TO THE END OF SAID CURVE; THENCE SOUTH 84°38'39" WEST, A DISTANCE OF 376.89 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 225.50 FEET AND A CENTRAL ANGLE OF 151°48'44"; THENCE WESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 597.49 FEET TO THE END OF SAID CURVE; THENCE SOUTH 67°10'05" EAST, A DISTANCE OF 915.35 FEET; THENCE NORTH 71°28'30" EAST, A DISTANCE OF 594.89 FEET; THENCE NORTH 18°31'30" WEST, A DISTANCE OF 379.46 FEET TO A POINT IN THE ARC OF A NON-TANGENT CURVE HAVING A 125.00 FOOT RADIUS CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 23°29'18", A DISTANCE OF 51.24 FEET; SAID CURVE HAVING A CHORD BEARING OF NORTH 60°46'16" EAST; THENCE SOUTH 18°31'30" EAST, A DISTANCE OF 388.91 FEET; THENCE NORTH 71°28'30" EAST, A DISTANCE OF 423.94 FEET TO A POINT IN THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 8,354.37 FEET SAID POINT BEING ON THE WEST RIGHT-OF-WAY OF THE FLORIDA TURNPIKE AS RECORDED IN PLAT BOOK 6 PAGES 62, 63, AND 64, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 01°39'53", A DISTANCE OF 242.73 FEET; SAID CURVE HAVING A CHORD BEARING OF SOUTH 19°19'01" WEST TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 416.54 FEET AND A CENTRAL ANGLE OF 60°20'03", A DISTANCE OF 438.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 80°29'01" WEST, A DISTANCE OF 131.78 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 461.00 FEET AND A CENTRAL ANGLE OF 111°56'08"; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 900.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 01°27'12" WEST, A DISTANCE OF 577.96 FEET TO A POINT IN THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 8,339.37 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 03°42'08" A DISTANCE OF 538.86 FEET; SAID CURVE HAVING A CHORD BEARING OF SOUTH 34°01'10" WEST; THENCE SOUTH 01°27'12" WEST, A DISTANCE OF 96.64 FEET TO A POINT IN THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 8,394.37 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 00°39'14", A DISTANCE OF 95.81 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 36°44'30" WEST TO A POINT IN A LINE PARALLEL WITH AND 170.00 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, ALSO BEING THE

NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD AS DESCRIBED IN OFFICIAL RECORD BOOK 4013, PAGES 856 THROUGH 863; THENCE NORTH 88° 41'31" WEST, ALONG SAID PARALLEL LINE A DISTANCE OF 769.65 FEET TO THE POINT OF BEGINNING.

LESS LAKES 1, 2, 3, 3A, 3B, 4, 6, 7, 8, 12, 12A AND LAKE FINCH AS SHOWN ON VISTA CENTER OF PALM BEACH PLAT 3, RECORDED AT PLAT BOOK 68, PAGES 128 THROUGH 134 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:

BEING A PARCEL OF LAND IN SECTION 22, TOWNSHIP 43 SOUTH, RANGE 42 EAST, AND BEING A PORTION OF PARCEL 25 AS SHOWN ON VISTA CENTER OF PALM BEACH PLAT 3 RECORDED IN PLAT BOOK 68, PAGES 128-134 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 25 AS SHOWN ON SAID VISTA CENTER OF PALM BEACH PLAT 3; THENCE SOUTH 05°51'00" EAST ALONG THE EAST LINE OF SAID PARCEL 25, A DISTANCE OF 179.69 FEET; THENCE SOUTH 84°09'00" WEST DEPARTING SAID EAST LINE A DISTANCE OF 171.55 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 25 THAT BEARS NORTH 14°08'06" EAST; THENCE NORTH 14°08'06" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 127.58 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 25; THENCE NORTH 59°06'14" EAST ALONG THE MOST NORTHERLY LINE OF SAID PARCEL 25, A DISTANCE 141.23 FEET TO THE POINT OF BEGINNING.

OK
03/31/09 (A)

EXHIBIT "B"

[attach Special Conditions]

R:\FINCHIQ Water\Reclaimed Service Agreement Last One Sent By MJones FILLEDOUT.2.doc

EXHIBIT "B"
SPECIAL CONDITIONS

Notwithstanding anything to the contrary in the Agreement, the following Special Conditions shall apply and shall supersede any contrary provisions in the Agreement.

- (a) It is the intent of the parties that Manager shall be permitted to modify the Irrigation System, and that Utility approval of said modifications to the Irrigation System will be required only if and to the extent that such modifications would result in Reclaimed Water being provided to areas not receiving Reclaimed Water as of the date of Service Initiation.
- (b) Manager will not be responsible for: (a) complying with permit conditions set forth in the Utility's NPDES Permit; and (b) any violations relating to float elevations under any permit if and to the extent that such "elevation violations" occur as a result of malfunctions in the automatic float-controlled shutoff valve or any other equipment owned by the Utility.
- (c) The Utility will use commercially reasonable efforts to ensure that reclaimed water flowing into the bodies of water known as the North Basin or the South Basin will only be used by persons withdrawing irrigation water from the North Basin or the South Basin, respectively; provided, however, Manager agrees to and understands that permits authorizing users to withdraw water from such bodies of water are issued by other governmental agencies not subject to the control of the Utility.
- (d) Service Initiation shall occur on or before April 1, 2010.
- (e) Utility does not guarantee any minimum water level at the On-Site Stormwater Retention Ponds.
- (f) Prior to Service Initiation, Manager, at no cost to Manager, shall grant to Utility, at no cost to Utility (except as provided herein), a non-exclusive perpetual utility easement for the construction, installation and maintenance of a Utility-owned Reclaimed Water main. The easement shall also provide Utility with reasonable ingress/egress to the easement area. The form and terms and conditions of the easement shall be in accordance with the mutual agreement of the parties. It is acknowledged that the Utility's preferred location for the easement is along the east side of hole #1, adjacent to the east property line of the Property. However, the location and width of the easement area shall be subject to the agreement of the parties, with the express understanding and objective that such location shall be designed to minimize damage to and disturbance of the Property and adjoining property or improvements located thereon (including, without limitation, trees, sand traps, greens and the irrigation system), which may result in the

Reclaimed Water main not being in a "straight line" from the north point of termination (the point of Reclaimed Water service connection serving the Property) to the south point of termination (the Reclaimed Water main located in the Okeechobee Boulevard right-of-way). By way of example, Manager may determine that it desires that the main be located on the west side of hole #1 in order to minimize damage to the Property and Utility acknowledges and agrees that they will honor all reasonable requests from Manager regarding the location of the Reclaimed Water main. Notwithstanding anything else in this paragraph to the contrary, the easement area shall be located to the east of the ponds that line the western edge of hole #1. Utility further acknowledges and agrees that the easement shall contain the following conditions (and other conditions once the location of the main is determined):

- (i) Utility shall use its best efforts to minimize disruption to the Property so as not to unreasonably interfere with the use of the Property for its intended purpose;
- (ii) Following completion of the installation, Utility shall pay all costs and expenses associated with fully restoring the Property, the easement area and any other property or improvements (including, without limitation, property located outside the boundaries of the Property) disturbed by the construction, installation, or maintenance of the Reclaimed Water main;
- (iii) The required repair of the Property and surrounding property shall be made promptly and shall (a) include the replacement of all grasses, trees, sand, irrigation lines, sprinkler heads, timers or equipment and other like items with identical items (unless an item is unavailable, in which event an alternative item designated by Manager, in its reasonable discretion, shall be used), (b) include the replacement of mature trees that are damaged with fully mature trees, and (c) shall otherwise cause the Property and the surrounding property to be (at a minimum) in the same condition as was existing prior to the installation, construction or maintenance of the Reclaimed Water main;
- (iv) Utility shall coordinate the timing of the installation of the Reclaimed Water main with Manager who shall have ultimate authority in determining the timing, which installation shall, absent the written consent of Manager, commence after June 1st and be completed prior to August 31st;
- (v) Utility will use its best efforts to minimize the size and number of above-ground facilities required and, where above-ground facilities are required, such facilities shall be flush mounted with the ground level;
- (vi) Utility will require any contractor used by Utility for the construction or installation of the Reclaimed water main to be licensed and adequately insured and to indemnify and hold harmless Manager against any and all

losses, claims, damages or other like items (including attorneys' fees) that may be incurred by Manager as a result of the construction or installation of the Reclaimed Water main;

- (vii) Utility will reimburse Manager for all reasonable out-of-pocket costs and expenses associated with the preparation of the easement and this Section (f) of these Special Conditions, subject to a cap of \$5,000.00;
- (viii) Utility shall be responsible for the surveying of and creation of the legal description of the easement area, which shall be provided to Manager for approval prior to execution of the easement; and
- (ix) The easement may not be assigned by Utility, except that the easement may be assigned by Utility to any successor-in-interest in the ownership of the Reclaimed Water main, and the easement may also be assigned by Utility to any contractor constructing, installing, or maintaining the Reclaimed Water main, for the duration of the time of construction, installation, or maintenance.

Agenda Item #3K-3

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

M/RK 6-0
A/965

AGENDA ITEM SUMMARY

No R#
Board Didn't Sign

Meeting Date: November 20, 2007

Consent Regular
Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) approve the Standard Reclaimed Water Service Agreement – Direct Irrigation System; B) approve the Standard Reclaimed Water Service Agreement - Lake Discharge Irrigation System; C) authorize the County Administrator or his designee to enter into both versions of the Agreements; and D) incorporate both Agreements into Chapter 3 of the Department's Uniform Policies and Procedures Manual.

Summary: The recent expansion of the Palm Beach County Water Utilities Department's (Department) reclaimed water system provides the opportunity for existing developments either to connect their irrigation systems directly to the Department's reclaimed water mains or to install infrastructure to convey reclaimed water into a development's lakes for subsequent irrigation through the development's irrigation system. These agreements provide for terms and conditions associated with either type of irrigation using reclaimed water and ensure compliance with Florida Administrative Code 62-610 governing reuse of reclaimed water. The Department recommends incorporating these agreements into Chapter 3 of its Uniform Policies and Procedures Manual (UPAP). These agreements will not be utilized for new development. Any Reclaimed Water Service Agreement requiring special conditions not specifically authorized in the UPAP shall require approval by the Board of County Commissioners. District 1,2,3,5,6 (MJ)

Background and Justification: The Palm Beach County Water Utilities Department is dedicated to promoting economically and technically feasible technologies for water conservation. One component of this effort is irrigation utilizing reclaimed water from the Department's water reclamation facilities. Reclaimed water systems offer significant advantages to consumers and the environment by reducing the demand on potable water resources and by offering consumers an alternative to reducing irrigation frequency during times of drought.

APPROVED

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF NOV 20 2007

Nancy Powell D.C.

MINUTES & RECORDS SECTION

Attachments:

1. One (1) Standard Reclaimed Water Service Agreement – Direct Irrigation System
2. One (1) Standard Reclaimed Water Service Agreement – Lake Discharge Irrigation System

Recommended By:

Billy Bean
Department Director

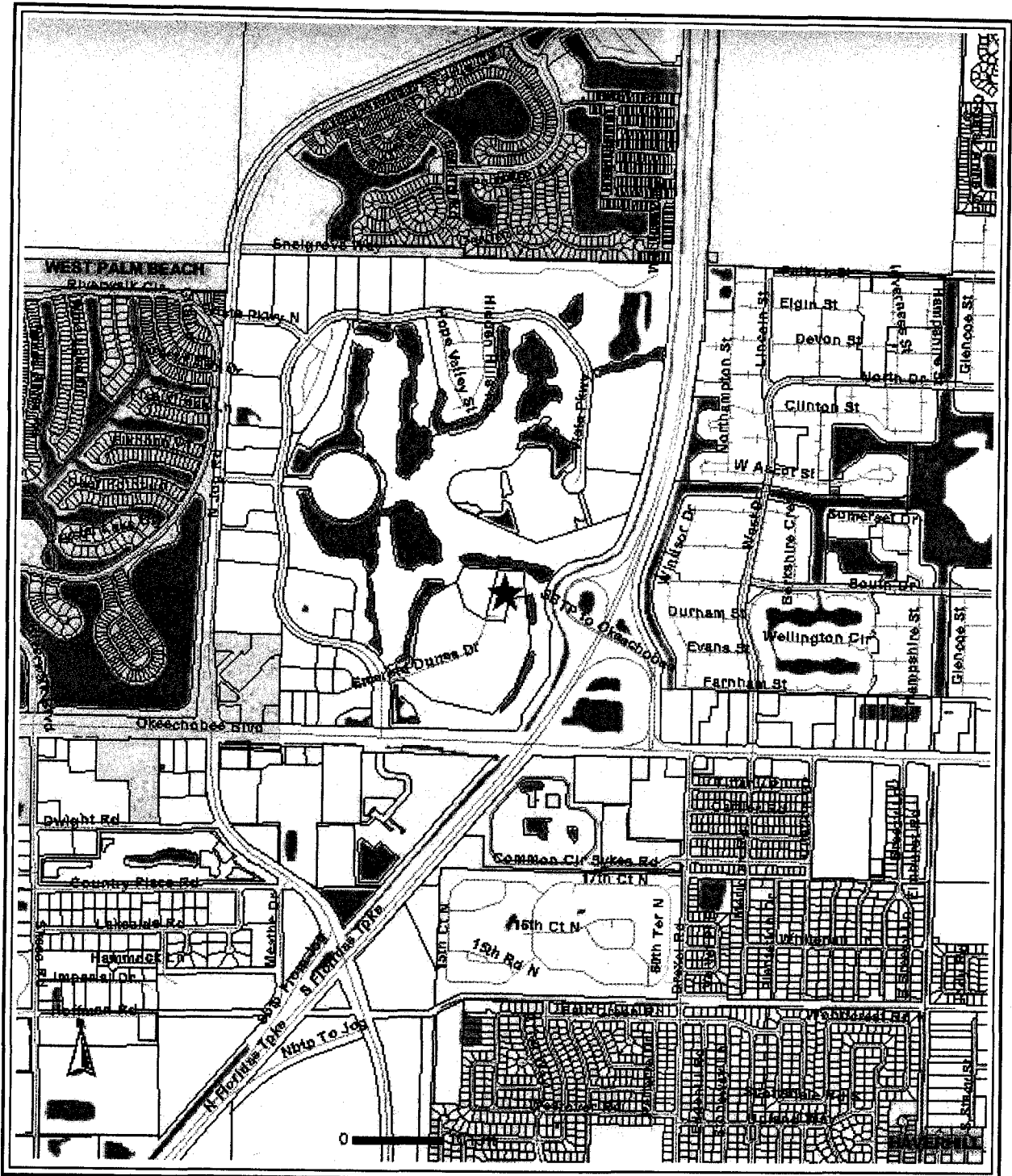
11/6/07

Date

Approved By:

Chadler
Assistant County Administrator

11/6/07
Date



EMERALD DUNES GOLF COURSE

Map Scale 1:20481

Map produced on 4/7/2009