

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	February 06, 2024	Consent [X]	Regular []
		Public Hearing []	
Department:	Water Utilities Department		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Two (2) executed Standard Potable Water and Wastewater Development Agreements, one (1) Amendment to Standard (Potable Water, Wastewater, and/or Reclaimed Water) Development Agreement, one (1) Memorandum of Understanding Regarding Reclaimed Water Service Direct System, one (1) Standard Reclaimed Water Development Agreement, and one (1) Standard Reclaimed Water Service Agreement Lake Discharge System, for the months of September and October 2023.

- A) Standard Potable Water and Wastewater Development Agreement with Joyce A. Kjellgren, SDA #02-01176-000 (District 3), Recorded in OR BK 34627 PG 1635.
- B) Standard Potable Water and Wastewater Development Agreement with Jess R. Santamaria Trustee, Rup K. Nagala, Rup K. Nagala and Roy N. Kishore Tenants in Common, Nagala Family Limited Partnership, LLLP, SDA #13-01032-000 (District 6), Recorded in OR BK 34627 PG 1644.
- C) Amendment to Standard (Potable Water, Wastewater, and/or Reclaimed Water) Development Agreement with TLH-29 Anwar, LLC and TLH-35 BAC Pioneer, LLC, SDA #01-01235-000 (District 6), Recorded in OR BK 34627 PG 1632.
- D) Memorandum of Understanding Regarding Reclaimed Water Service Direct System with Palm Beach County Facilities Development and Operations Department, MOU #03-90016-000 (District 5).
- E) Standard Reclaimed Water Development Agreement with Lakes at Polo Trace Homeowners Association, Inc., SDA #03-90015-000 (District 5), Recorded in OR BK 34627 PG 1657.
- F) Standard Reclaimed Water Service Agreement Lake Discharge System with Lakes at Polo Trace Homeowners Association, Inc., RWSA #03-90015-000 (District 5), Recorded in OR BK 34627 PG 1665.

Summary: In accordance with County PPM CW-O-051, all delegated contracts/ agreements/grants/ procurement items must be submitted by the initiating Department as a receive and file agenda item and are attached unless the documents have been recorded in the Public Records of Palm Beach County. The documents have been fully executed on behalf of the Board of County Commissioners (BCC) by the Director of the Palm Beach County Water Utilities Department (PBCWUD) in accordance with Resolutions R93-1619, R96-0228, and R2003-0539 and are now being submitted to the BCC to receive and file. Districts 3, 5 & 6 (MWJ)

Background and Justification: PBCWUD's Uniform Policies and Procedures require Standard Development Agreements to obtain concurrency for water and/or wastewater service. The terms and conditions for Standard Development Agreements are outlined in the PBCWUD Uniform Policies and Procedures Manual. The BCC delegated the authority to execute various types of Standard Development Agreements, and related documents including Standard Indemnity Agreements to the Department Director including potable water and wastewater agreements (R93-1619); reclaimed water agreements (R96-0228); and additional conditions for potable water, wastewater, and reclaimed water agreements (R2003-0539).

Background and Justification (Continued on page 3)

Attachments:

- 1. Memorandum of Understanding Regarding Reclaimed Water Service Direct System

Recommended By:	<u>Al Boyat</u>	<u>1/18/24</u>
	Department Director	Date

Approved By:	<u>Neil J. Green</u>	<u>1/26/24</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$50,648)</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>(\$50,648)</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 4000 Dept 720 Unit 4200 Object 6992

Is Item Included in Current Budget? Yes X No

Is this item using Federal Funds? Yes No X

Is this item using State Funds? Yes No X

Reporting Category N/A

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

Mandatory Agreement Payment has been paid in full (\$5,114 in FY 2023 and \$50,648 in FY 2024) and service installation fees will be paid at the time of connection.

C. Department Fiscal Review: Joony Soeman

III. REVIEW COMMENTS

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

Lois Mante 1/11/2024
OFMB #1 1/10
Mante 1/11

Sherry M. Arice 1/18/24
Contract Development and Control

B. Legal Sufficiency:

[Signature] 1/23/24
Assistant County Attorney

C. Other Department Review:

Department Director

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

- A) Standard Potable Water and Wastewater Development Agreement with Joyce A. Kjellgren, SDA #02-01176-000 (District 3), Recorded in OR BK 34627 PG 1635. This Agreement authorizes the Property Owner located along the east side of South Military Trail, between Melaleuca Lane and Lantana Road, 20 Equivalent Residential Connections (ERC's) for both water and wastewater for five (5) years.
- B) Standard Potable Water and Wastewater Development Agreement with Jess R. Santamaria Trustee, Rup K. Nagala, Rup K. Nagala and Roy N. Kishore Tenants in Common, Nagala Family Limited Partnership, LLLP, SDA #13-01032-000 (District 6), Recorded in OR BK 34627 PG 1644. This Agreement authorizes the Property Owner located west of Royal Palm Beach Boulevard, north of Okeechobee Boulevard and east of Crestwood Boulevard, 68.80 ERC's for both water and wastewater for five (5) years.
- C) Amendment to Standard (Potable Water, Wastewater, and/or Reclaimed Water) Development Agreement with TLH-29 Anwar, LLC and TLH-35 BAC Pioneer, LLC, SDA #01-01235-000 (District 6), Recorded in OR BK 34627 PG 1632. This Agreement authorizes the Property Owner located approximately 600 feet east of Pioneer Road and Lyons Road intersection, 10 ERC's for both water and wastewater for five (5) years.
- D) Memorandum of Understanding Regarding Reclaimed Water Service Direct System with Palm Beach County Facilities Development and Operations Department, MOU #03-90016-000 (District 5). This Memorandum of Understanding authorizes the Property Owner located on the southwest corner of the intersection of Flavor Pict Road and Lyons Road to direct access of Reclaimed Water for irrigation purposes.
- E) Standard Reclaimed Water Development Agreement with Lakes at Polo Trace Homeowners Association, Inc., SDA #03-90015-000 (District 5), Recorded in OR BK 34627 PG 1657. This Agreement authorizes the Property Owner located along the west side of Hagen Ranch Road between the LWDD L-30 canal and the LWDD L-31 canal to reserve Reclaimed Water.
- F) Standard Reclaimed Water Service Agreement Lake Discharge System with Lakes at Polo Trace Homeowners Association, Inc., RWSA #03-90015-000 (District 5), Recorded in OR BK 34627 PG 1665. This Agreement authorizes the Property Owner located along the west side of Hagen Ranch Road between the LWDD L-30 canal and the LWDD L-31 canal to lake discharge access of Reclaimed Water for irrigation purposes.

**MEMORANDUM OF UNDERSTANDING REGARDING RECLAIMED WATER
SERVICE - DIRECT SYSTEM**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made and entered into this 25 day of October, 2023, by and between the **Palm Beach County Water Utilities Department** (hereinafter referred to as "Utility"), and **Palm Beach County Facilities Development and Operations Department**, (hereinafter referred to as "FDO").

WHEREAS, FDO operates the property set forth in **Exhibit "A"** which is attached hereto and incorporated herein (hereinafter referred to as "Property"); and

WHEREAS, FDO desires to cause the existing Irrigation System to utilize Reclaimed Water supplied by Utility to irrigate the Property; and

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

WHEREAS, FDO 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 MOU.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, FDO 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 MOU 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 MOU.
 - (b) "Service" – the readiness and ability on the part of Utility to furnish Reclaimed Water to the Property.
 - (c) "Point(s) of Service" – the end of the meter shut-off valve as further defined in Chapter 1 of the UPAP.
 - (d) "Direct Irrigation System" – a system in which the Utility System is directly connected with the Irrigation System.
 - (e) "On-Property Utility Facilities" – Reclaimed Water facilities located on the Property 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 On-Property Utility Facilities following conveyance of same by FDO to Utility.
 - (g) "Service Initiation" – the date Reclaimed Water is supplied by Utility for its intended use by FDO.
 - (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, lakes, and other bodies of water, and appurtenances on FDO's side of the Point of Service designed to convey and apply Reclaimed Water for landscape irrigation purposes. While certain components of the Irrigation System may not be owned by FDO (i.e., lakes and other bodies of water), said components are still considered part of the Irrigation System for purposes of this MOU.

3. FDO 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-Property Utility Facilities. Utility will advise FDO'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'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, FDO shall cause to be constructed, at FDO's expense, the On-Property 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 On-Property 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 On-Property Utility Facilities have been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve FDO 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 when utilized, shall be submitted to Utility upon completion of construction of the On-Property Utility Facilities.

Utility hereby agrees to accept ownership of the On-Property Utility Facilities upon completion of installation of same. FDO hereby agrees to transfer to Utility, or to have a third-party transfer to Utility, title to all On-Property Utility Facilities installed by FDO's contractor up to the Point of Service, pursuant to the provisions of this MOU. 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, FDO shall convey or cause to be conveyed to Utility in a form supplied by Utility the On-Property Utility Facilities as constructed by FDO and approved by Utility, along with the required Cost Documentation and No Lien Affidavit.

Subsequent to construction of the On-Property Utility Facilities and prior to Service Initiation, FDO shall cause a Reservation of Easement to be recorded on the Property for the purpose of constructing, maintaining, repairing, replacing and operating, as necessary and appropriate, the On-Property Utility Facilities up to the Point of Service and for ingress and egress for the foregoing purposes. If all or a portion of the easement area is not owned by FDO, then FDO 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 On-Property Utility Facilities up to the Point of Service and for ingress and egress for the foregoing purposes. Utility's acceptance of the On-Property Utility Facilities installed by FDO shall be in accordance with the provisions as set forth in the UPAP. All installations by FDO or its contractor and conveyed to Utility shall be warranted by FDO or its contractor for one year from the date of Final DEP Certification. All On-Property Utility Facilities shall be located within an easement if not located within platted or dedicated rights-of-way. The reservation of utility easements 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.

4. Upon the continued accomplishment of all the prerequisites contained in this MOU to be performed by FDO, Utility covenants and agrees that it will allow the connection of the Irrigation System to the Utility System (which will include any On-Property Utility Facilities) in accordance with the terms and intent of this MOU. FDO 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 Department of Environmental Protection, the UPAP, the Palm Beach County Reclaimed Water Ordinance, and any other body with jurisdiction over usage of Reclaimed Water. Prior to Service Initiation, FDO shall be required to notify, in writing, all property owners which may utilize the Reclaimed Water delivered through the Irrigation System, that Reclaimed Water will be delivered through the Irrigation System.
5. FDO hereby requests [1] [1"] Reclaimed Water meter(s) for use on the Property to meet the irrigation needs of the Property. The irrigation needs for the Property have been determined by mutual agreement of FDO and Utility, and are subject to any usage restrictions imposed by any authority with jurisdiction over Reclaimed Water use on the Property.
6. FDO shall be responsible for payment of any and all applicable fees and charges required under UPAP for Reclaimed Water Service. The timely payment by FDO 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 MOU.

7. Utility does not guarantee a continuous availability of Reclaimed Water at the Point of Service, nor does Utility guarantee a minimum or maximum pressure of Reclaimed Water provided at the Point of Service. FDO shall construct/modify the Irrigation System accordingly. The County may impose limits on irrigation timing and frequency as it deems necessary.
8. Notwithstanding any provision in this MOU, 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 FDO 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 FDO, upon any other entity holding by, through or under FDO, and upon any customer of the Reclaimed Water Service provided to the Property by Utility.
9. FDO or its assignee 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 FDO or other than Utility. In addition, FDO or its Assignee agrees to comply with all rules and regulations of the UPAP, Department of Health, and DEP pertaining to the Irrigation System. The Reclaimed Water provided under this MOU shall be used for landscape irrigation purposes only and solely on the Property shown in **Exhibit "A"**. FDO shall not permit the flow of Reclaimed Water into any adjoining property whatsoever.
10. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to FDO, shall be mailed or delivered to Manager at:

**Palm Beach County FD&O/Capital Improvements
2633 Vista Parkway
West Palm Beach, FL 33411**

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

**Palm Beach County Water Utilities Department
Contract Management Section
8100 Forest Hill Boulevard
West Palm Beach, FL 33413**

11. Unless FDO is requesting additional capacity for the Property described in **Exhibit "A"**, this MOU shall supersede, null and void all previous agreements or representations, either verbal or written, heretofore in effect between FDO and Utility, made with respect to the matter contained herein, and when duly executed, constitutes the entire agreement between FDO and Utility.
12. No additions, alterations, or variations of terms of this MOU shall be valid, nor can provisions of this MOU be waived by either party, unless such additions, alternations, variations or waiver are expressed in writing and duly signed by the parties hereto.

IN WITNESS WHEREOF, FDO and Utility have executed or have caused this MOU, 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 MOU.

FDO:

Samir C. Ayala Collazo
Director, PBC Facilities Development and Operations

NOTARY CERTIFICATE

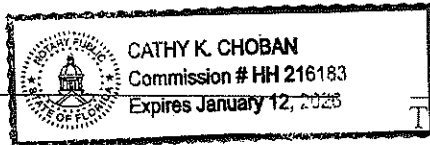
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 19 day of Oct., 2023 by ISAMI AYALA- who is () personally know to me or () has produced COLLAZO as identification.

My Commission Expires: 11/21/26

Cathy K Choban
Signature of Notary

Notary:



Cathy K Choban
Typed, Printed, or Stamped Name of Notary

UTILITY:

Ali Bayart
Director, PBC Water Utilities Department

NOTARY CERTIFICATE

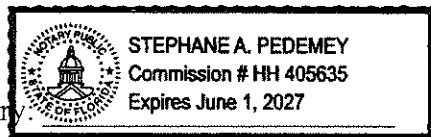
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 25 day of October, 2023 by Ali Bayart, who is () personally know to me or () has produced _____ as identification.

My Commission Expires: June 1, 2027

Stephane A. Pedemey
Signature of Notary

Notary:



Stephane Pedemey
Typed, Printed, or Stamped Name of Notary

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT "C1" (CIVIC TRACT) AND TRACT "H", AND TRACT "I",
ACCORDING TO MONTICELLO AGR - PUD PLAT ONE, AS RECORDED IN
PLAT BOOK 128, PAGES 172 THROUGH 194, PUBLIC RECORDS OF PALM
BEACH COUNTY, FLORIDA.

CONTAINING 2.886 ACRES, MORE OR LESS.