

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Reclaimed Water Agreement between Seminole County and Olympia Development Group, Inc.

**DEPARTMENT:** Environmental Services **DIVISION:** Planning, Engineering & Inspections

**AUTHORIZED BY:** *Robert G. Adorphe* **CONTACT:** Hugh Sipes **EXT.** 2117  
Robert G. Adorphe, P.E., Director Sr. Engineer

Agenda Date <u>12/14/04</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Approve and Authorize Chairman to execute the Reclaim Water Agreement between Seminole County and Olympia Development Group, Inc.

**BACKGROUND:**

The Agreement provides for the installation of a 12" inch reclaimed water main to facilitate future expansion of the County's reclaimed water system infrastructure to serve customers along McCulloch Road and Lockwood Blvd. Olympia Development Group, Inc. has agreed to provide a utility easement to the County within the Lockwood/McCulloch Retail Phase II commercial development for construction of the main, which will also serve reclaimed water to the development's irrigation system. The County will own the reclaimed main and will agree to reimburse the developer in the amount of \$10,411.20 for engineering and construction costs. Funding for the reimbursement is available in the reclaimed water system improvements account. The utility easement agreement is also on this agenda for BCC approval.

Reviewed by:
Co Atty: <u>N/A</u>
DFS: _____
Other: _____
DCM: <u><i>SS</i></u>
CM: <u><i>RA</i></u>
File No. <u>CESP02</u>

Reclaimed Water Agreement

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2004, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **OLYMPIA DEVELOPMENT GROUP, INC.**, whose address is 1060 Keene Road, Dunedin, Florida 34698, referred to as "OWNER".

**W I T N E S S E T H:**

**WHEREAS**, OWNER owns certain real property in Seminole County, Florida, hereinafter referred to as "the Property," as described in Exhibit "A," and set forth on the survey in Exhibit "B," attached to the Conditional Utility Agreement For Sewer Service; and

**WHEREAS**, OWNER requires a sewer and reclaimed water service system to serve future commercial development to be located on the Property; and

**WHEREAS**, OWNER is willing to construct a reclaimed water system and other appurtenant facilities to serve the Property and convey the reclaimed water system and appurtenant facilities to the COUNTY in return for the considerations set forth herein; and

**WHEREAS**, OWNER has executed a Conditional Utility Agreement For Sewer Service and together the Conditional Utility Agreement For Sewer Service and this Agreement (hereinafter referred to as the "Agreement") comprise the complete and entire sewer agreement between the parties,

**NOW, THEREFORE,** in consideration of the premises, the parties mutual covenants and agreements, including the cost of constructing, conveying and accepting the reclaimed water system as hereinafter defined, the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**Section 1. Recitals.** The foregoing premises are true and correct and form a material part of this Agreement upon which the parties have relied.

**Section 2. Definitions.** As used in this Agreement, certain terms and phrases appearing herein are defined as follows:

(a) **Reclaimed Water System.** The term "Reclaimed Water System" shall refer to and mean the construction of a 12 inch diameter reclaimed water main measuring approximately 330 linear feet as shown on Attachment "A" attached hereto and incorporated herein, including pipes, valves, fittings and other such pertinent facilities as are routinely placed in public rights-of-way or dedicated easements, excluding service connections. All permits and engineering design and construction contracts, plans and specifications for the Sewer System as and when filed and approved by the County's Planning Department, Development Review Division, are incorporated herein by reference.

(b) **Service Area.** The term "Service Area" shall mean and consist of the Property which is to be developed and which is described in Exhibit "A" of the Conditional Utility Agreement for Sewer Service.

**Section 3. Agreement to Construct and Convey.** OWNER agrees to construct and convey to the COUNTY the Reclaimed Water System and the

COUNTY, in reliance on the representations and warranties of OWNER contained herein and subject to the terms and conditions of this Agreement, agrees to accept the Reclaimed Water System from OWNER and pay for the cost of construction thereof upon completion of the Reclaimed Water System. OWNER represents and warrants that:

(a) OWNER shall cause the Reclaimed Water System to be designed, permitted and constructed. Any Federal, State or local permitting fees and approvals, if applicable, shall be the responsibility of the OWNER.

(b) Subject to the terms of this Agreement, the OWNER shall commence construction of the Reclaimed Water System within six (6) months and complete construction within twelve (12) months of execution of the Agreement.

(c) OWNER's agreement to construct and convey the Reclaimed Water System is in addition to OWNER's agreement to construct, install and convey, at OWNER's sole cost and expense, all other sewer transmission, collection and meter facilities necessary to provide sewer service to OWNER's Property pursuant to the Conditional Utility Agreement For Sewer Service.

**Section 4. Conveyance.** In addition to the provisions set forth in Section 11, Title to Installations Constructed by Developer, of the Conditional Utility Agreement for Sewer Service, the following shall apply:

(a) Conveyance shall be closed at the Seminole County Services Building within fifteen (15) days of the vote relating to conveyance by the Board of County Commissioners.

(b) Real and personal property taxes, if any, shall be the responsibility of the OWNER and prorated as of the date of closing. Any corrective instruments required in connection with perfecting OWNER's title shall be prepared and recorded by OWNER prior to closing.

**Section 5. Construction of Installations.** In addition to the provisions of Section 9 of the Conditional Utility Agreement for Sewer Service, the OWNER shall provide COUNTY with the proposed utility contractor's firm name, key agents, address and brief description of previous applicable jobs so that the COUNTY may approve said contractor prior to establishment of a pre-construction conference. Approval shall not be unreasonably withheld by the COUNTY.

**Section 6. Payment.** COUNTY shall reimburse OWNER for the actual costs incurred in construction of the Reclaimed Water System as described in Section 2(a) herein. The anticipated construction costs are set forth in Attachment "B" attached hereto and incorporated herein and shall not exceed TEN THOUSAND FOUR HUNDRED <sup>ELEVEN</sup> ~~TWELVE~~ AND <sup>20</sup> ~~100~~ DOLLARS (<sup>10,411.20</sup> ~~910,412.00~~). Actual costs shall include construction, labor and materials associated with construction of the Reclaimed Water System. To be eligible for reimbursement by COUNTY, the costs incurred by OWNER must be reviewed and written consent obtained from COUNTY by OWNER prior to incurring the costs. These costs shall be based on the contractor's invoices and OWNER's engineer's certification of the invoices and in accordance with cost and pay estimates approved by COUNTY. Payment shall be made as follows:

(a) Notwithstanding any other provision of this Agreement, the total repayment amount shall not exceed the amount of OWNER's contract

11/6/04  
S. J. 3-04

to construct the Reclaimed Water System together with change orders as approved by the COUNTY in writing.

(b) The COUNTY shall reimburse the OWNER for approved costs of construction of the Reclaimed Water System upon completion of construction. Payments shall be by COUNTY warrant within forty-five (45) days of receipt and approval by COUNTY of the bill of sale, contractor invoices, engineer certification of completion, Florida Department of Environmental Protection acceptance and clearance, if applicable, final COUNTY inspection and COUNTY receipt of as-builts related to the reclaimed main in accordance with this Agreement.

**Section 7. Risk of Loss.** OWNER shall bear the risk of loss or damage to the Reclaimed Water System prior to conveyance and acceptance by the COUNTY. OWNER shall restore at its expense all loss or damage within a reasonable period of time.

**Section 8. Approval of County.** As a condition precedent to COUNTY's obligations hereunder, the OWNER shall deliver to COUNTY for COUNTY's prior review and approval all plans, specifications, drawings, financial and cost projections, construction and other contracts and corresponding prices prepared for the OWNER regarding the Reclaimed Water System. Under no circumstances shall the review by the COUNTY impose on the COUNTY any liability to the OWNER for faulty design or construction of the Reclaimed Water System. It is acknowledged by the parties that the COUNTY review contemplated in this Section is only for the Reclaimed Water Sewer System and for no other purpose whatsoever. Nothing in this Section shall relieve OWNER of its obligations under this Agreement, the Conditional Utility Agree-

ment for Sewer Service, or other applicable COUNTY regulations and procedures.

**Section 9.** Access to Site. The COUNTY shall provide to the OWNER rights of access and easements over property belonging to or controlled by the COUNTY for installation of the Reclaimed Water System as required for the completion of the approved Reclaimed Water System and in accordance with the approved plans and specifications. County Development Fees related to development of the adjacent subdivision including underground utilities fees and right-of-way use fees shall not be waived by this Section.

**Section 10.** Operation and Maintenance. Upon transfer, the COUNTY shall be responsible for operation and maintenance of the Reclaimed Water System and shall assure service to all present and future connections to the Property; provided, however, that the COUNTY's obligation shall be consistent with and not greater than the COUNTY's obligation to provide such service to the public generally.

**Section 11.** Indemnification. OWNER agrees to hold harmless and indemnify the COUNTY, its Commissioners, officers, employees and agents from and against any and all claims, losses, damages, or lawsuits for damages, including any and all court costs and attorney fees arising from or related to the performance of this Agreement between OWNER and COUNTY.

OWNER further agrees to hold harmless and indemnify the COUNTY, its Commissioners, officers, employees and agents from and against any and all claims, losses, damages or lawsuits for damages resulting from:

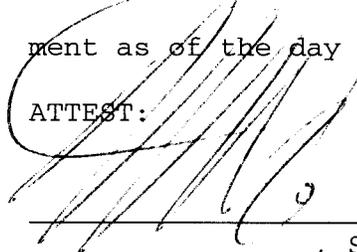
(a) any misrepresentation of a material fact contained in this Agreement or the exhibit attached hereto; or

(b) any breach of warranties made by OWNER pursuant to this Agreement.

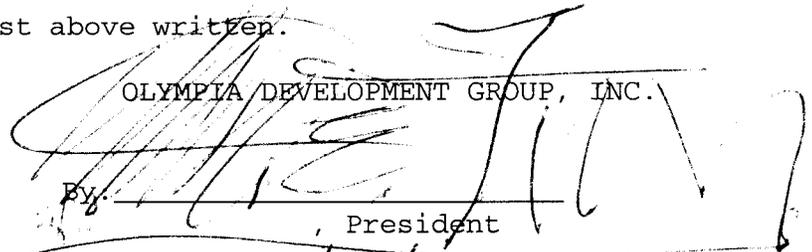
**Section 12. County's Liability.** Notwithstanding everything contained herein to the contrary, OWNER understands and agrees that the obligations of the COUNTY, including, but not limited to, the payment of costs to be made hereunder to OWNER shall not be deemed to be or constitute a pledge of the full faith and credit of the general revenues, including non-ad valorem tax revenues of the COUNTY.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

  
\_\_\_\_\_  
, Secretary

(CORPORATE SEAL)

OLYMPIA DEVELOPMENT GROUP, INC.  
  
By: \_\_\_\_\_, President

Date: 10/25/04

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

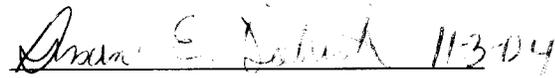
By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

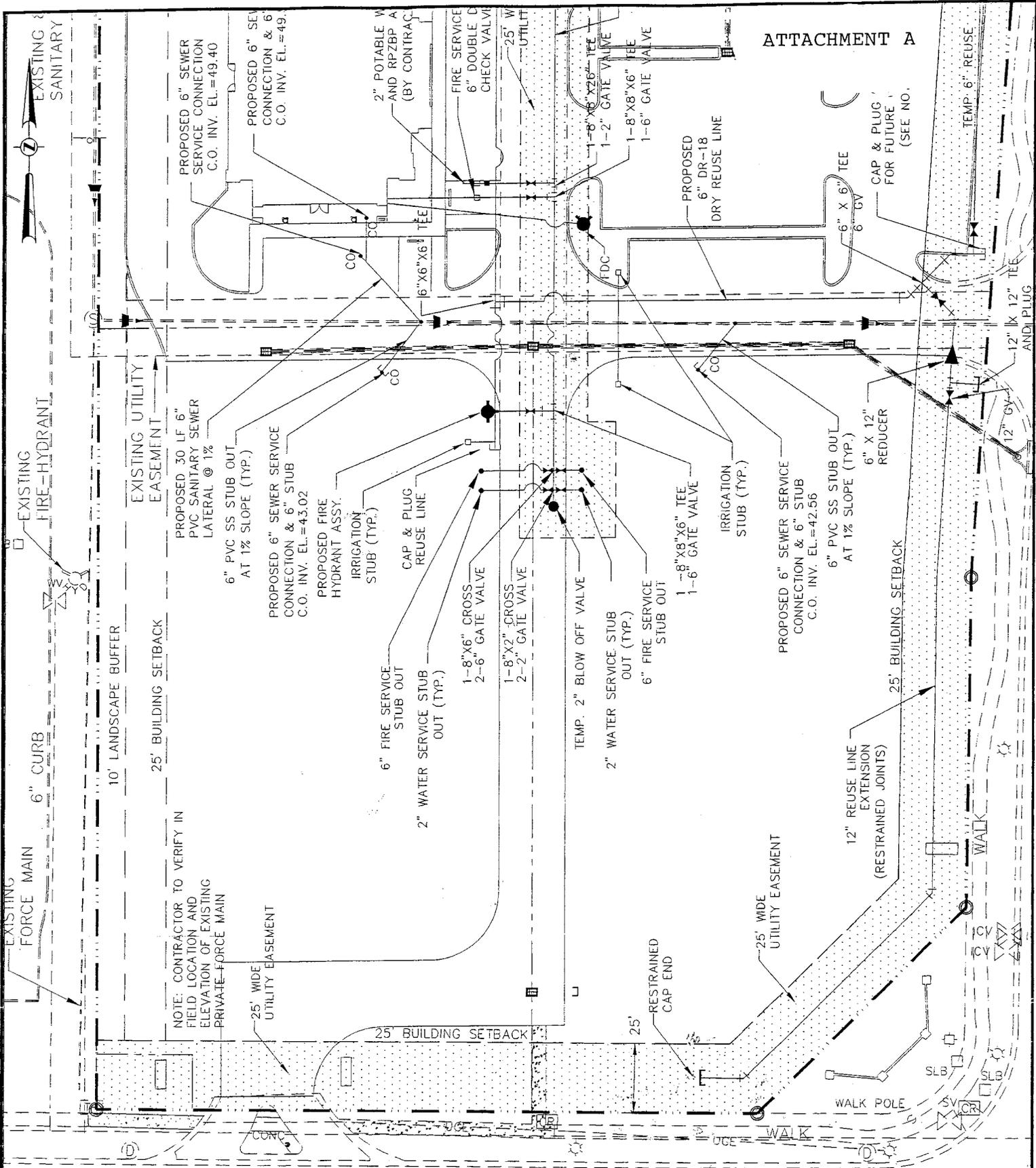
As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_  
regular meeting.

Approved as to form and  
legal sufficiency

  
\_\_\_\_\_  
County Attorney

SED/lpk  
9/22/04 9/28/04  
Reclaimed Water -Olympia Dev.

- Attachments:  
Attachment "A" - Reuse Line Depiction  
Attachment "B" - Construction Costs



**McCULLOCH ROAD** TYPE "F" CURB

 <p><b>AVID</b> ENGINEERING, INC. Our company name stands for itself...</p>	Civil Engineers Planners Traffic Engineers Landscape Architects Environmental Engineers		REUSE LINE EXHIBIT	DATE: 09-15-04
	PROJECT: LOCKWOOD/McCULLOCH RETAIL PHASE II			
	APPLICANT: OLYMPIA DEVELOPMENT			
	4901 Vineland Road, Suite 190 Orlando, Florida 32811 Tel: (407) 248-0505 Fax: (407) 248-0334 www.avideng.com		COUNTY: SEMINOLE COUNTY	SHEET: 1 OF 1

## ENGINEER'S OPINION OF PROBABLE COST

PROJECT NAME: **Lockwood / McCulloch**  
**REUSE DISTRIBUTION SYSTEM**

09/15/04

12 inch PVC (SDR-18)	330 LF	\$15.50	\$5,115.00
12 inch Gate Valve	1 EACH	\$1,500.00	\$1,500.00
6 inch Gate Valve	1 EACH	\$440.00	\$440.00
6" x 12" Reducer	1 EACH	\$196.00	\$196.00
12"x12" Tee	1 EACH	\$300.00	\$300.00
45° Bend	3 EACH	\$375.00	\$1,125.00
<b>TOTAL</b>			<b>\$8,676.00</b>
<b>SUBTOTAL ITEMS</b>			<b>\$8,676.00</b>
<b>CONTINGENCIES</b>		20%	<b>\$1,735.20</b>
<b>Grand TOTAL</b>			<b>\$10,411.20</b>