

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20030309-UTL**

1. REQUESTED MOTION:

ACTION REQUESTED:

Authorize the Chairman, on behalf of the BOCC, to execute Amendment No. 1 to the Interlocal Agreement between the Florida Department of Children and Family Services and Lee County, Florida to provide central water service to the Gulf Coast Center, which is located on the west side of Buckingham Road, approximately 3.8 miles south of Palm Beach Boulevard (S.R. 80).

WHY ACTION IS NECESSARY:

The existing on-site water treatment plant at the Gulf Coast Center is obsolete and in need of imminent replacement.

WHAT ACTION ACCOMPLISHES:

Connecting to central water service will allow the decommissioning of the Center's on-site water treatment plant.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 5

C10A

3. MEETING DATE:

06-10-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: _____

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE _____
 - ORDINANCE _____
 - ADMIN. CODE _____
 - OTHER Agmt. Amendment

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: _____
- B. DEPARTMENT: Lee County Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, Utilities Director

DATE: 5/22/03

7. BACKGROUND:

The Florida Department of Children and Family Services (DCF)(f/k/a the Department of Health and Rehabilitative Services or HRS) operates the Gulf Coast Center (GCC), a residential facility for the mentally and physically challenged in the rural Buckingham community of east Lee County.

On April 19, 1995, the DCF and Lee County entered into an Interlocal Agreement with Lee County to provide sanitary sewer service to GCC due to the fact the on-site Waste Water Treatment Plant had repeatedly malfunctioned, and was the subject of enforcement action through a Consent Order with the Florida Department of Environmental Protection.

Presently the on-site Water Treatment Plant at GCC is obsolete and in need of imminent replacement.

Lee County Utilities operates the central water system in East Lee County that currently has sufficient capacity available to permit the supply of potable water to the Gulf Coast Center, thus allowing the complete removal of the on-site water treatment plant.

(CONT'D.)

MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
<i>S. Lavender</i> Date: <u>5-23-03</u>	<i>C. Logan</i> Date: _____	N/A Date: _____	B. Dearborn Date: _____ T. Osterhout Date: <u>5-22</u>	 D. Owen Date: <u>5/27/03</u>	<i>5-28-03</i> Date: _____	<i>5/28/03</i> Date: _____	<i>5/28/03</i> Date: _____	<i>5/28/03</i> Date: _____	<i>S. Lavender</i> Date: <u>5-23-03</u>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
 Date: 5/27/03
 Time: 3:38 PM

RECEIVED BY
 COUNTY ADMIN. *EW*
5/27/03
9:00

Forwarded To:
Budget
5/27/03

Providing potable water service to Gulf Coast Center by Lee County will not result in the general availability of central water service elsewhere in the "Rural Community Preserve" land-use category, at this time, as the Lee Plan does not presently allow central water service to be provided in this land-use category, which surrounds the Gulf Coast Center in Buckingham.

However, at the suggestion and recommendation of the representatives of the Rural Preserve, an amendment has been incorporated into this round of Comprehensive Plan amendments to be submitted to DCA for approval, which will allow connection to the water main within the Preserve for those who desire to do so upon final approval and implementation by the Board.

The Department of Children and Family Services will design, permit and construct a potable water main extension with all applicable appurtenances to tie into the County's existing potable water system, and will extend a 10-inch diameter water main north from the Gulf Coast Center campus to its connection point with the County's existing main near the Buckingham Exceptional Learning Center. All construction shall conform to the Lee County Utilities Operations Manual and Chapter Ten of the Lee County Land Development Code.

The County agrees to pay the cost difference associated with installing a 10-inch instead of an 8-inch water main within the Rural Preserve (from Bird Road south to GCC) for a cost not to exceed of \$76,854.89 as shown on attached Engineer's Opinion of Probable Cost and as explained in the attached Interlocal Agreement No. 1, Page 2, Item 2.

The project is to construct 8,046' ± of 10" diameter water main, four fire hydrants and one 4" diameter master meter with all related appurtenances.

Funds for the water main upsizing are available in:

Account No. 20708648712.506540

(CIP Project/Water Transmission System Improvements/LCU Water Connection Fees/Improvement Construction)

Attachments: Engineer's Opinion of Probable Cost
4 Originals of Interlocal/Resolution

SECTION 28 TOWNSHIP 44S RANGE 26E DISTRICT #5 COMMISSIONER ALBION

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT
BETWEEN THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILY
SERVICES AND LEE COUNTY, FLORIDA

This Amendment is made and entered into this _____ day of _____, 2003, by and between the State of Florida by and through the Department of Children and Family Services, formerly known as the Department of Health and Rehabilitative Services (HRS), and Lee County, a political subdivision of the State of Florida, "County".

WITNESSETH:

Whereas, the Department of Children and Family Services operates the Gulf Coast Center, a residential facility for the mentally and physically impaired in the rural Buckingham community of east Lee County; and,

Whereas, on April 19, 1995, the Department of Children and Family Services and the County entered into an Interlocal Agreement for the provision of sewer service to Gulf Coast Center; and,

Whereas, the on-site water treatment plant at Gulf Coast Center is obsolete and in need of imminent replacement; and,

Whereas, the Division of Lee County Utilities currently operates a central water system in east Lee County that has sufficient excess capacity available to permit supply of potable water to Gulf Coast Center; and,

Whereas, in an attempt to continue to avoid introducing urban sprawl into the Buckingham area, the Lee County Comprehensive Plan (the Lee Plan), through its Objective 17.3 (formerly 19.4 in the Lee Plan) does not presently allow central water service to be provided in the "Rural Community Preserve" land-use category in Buckingham, which surrounds Gulf Coast Center; and,

Whereas, although the County will continue to designate the land of Gulf Coast Center in the "Public Facilities" land-use category and not in the "Rural Community Preserve" land-use category, potable water service provided to Gulf Coast Center by the County will not result in the providing of central water service elsewhere in the "Rural Community Preserve" land-use category; and,

Whereas, the County has adopted Resolution No. _____ on _____ (Exhibit A), acknowledging the above-stated circumstances; agreeing to allow the construction of an off-site water transmission main within the 30-foot wide easement previously purchased by the State through the Buckingham Preserve under the Original Interlocal Agreement to allow connection and service through its utility system to Gulf Coast Center; and agreeing to ensure that this service is provided in a manner consistent with the Lee Plan by conditioning these approvals with specific requirements to be mutually agreed upon in this Amendment to the original Interlocal Agreement for so long as the present "Rural Community Preserve" restrictions in the Lee County Comprehensive Plan apply.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND THE COUNTY DO HEREBY AGREE AS FOLLOWS:

- (1) The Department of Children and Family Services shall design and construct a potable water main connection from Gulf Coast Center northward, within the existing Buckingham Road right-of-way, acquired under the original Interlocal Agreement, to tie into the County's existing potable water system near Buckingham Exceptional Learning Center.
- (2) The Department of Children and Family Services will extend a 10-inch water main north from the Gulf Coast Center campus to its connection point with the County's existing 10-inch potable water main near Buckingham Exceptional Learning Center. The County agrees to pay the cost difference associated with installing a 10-inch instead of an 8-inch water main between the northern border of the "Rural Community Preserve" area of Buckingham near Bird Road south to the Gulf Coast Center campus' connection point.
- (3) The potable water main shall meet all applicable state and County requirements and specifications and shall be so certified by the design engineer retained by the Department of Children and Family Services.
- (4) The Department of Children and Family Services shall design and construct one fire hydrant located at the entrance to Gulf Coast Center and four fire hydrants along the proposed water main, north of Bird Road, that is located outside of the "Rural Community Preserve" area of Buckingham. The cost of these fire hydrants will be the financial responsibility of the Department of Children and Family Services. No fire

hydrants are to be constructed in the "Rural Community Preserve" area of Buckingham except for the fire hydrant at the entrance to Gulf Coast Center referenced above. Should the County subsequently elect to provide fire hydrants within the "Rural Community Preserve" area of Buckingham, the County shall be responsible for all design, permitting, construction and other related costs associated with their provision.

- (5) The potable water main within the "Rural Community Preserve" area of Buckingham shall remain the property of the Department of Children and Family Services or its successor agency. At such time that the comprehensive plan restrictions prohibiting County ownership of utilities within the "Rural Community Preserve" area of Buckingham are rescinded, the County will assume ownership of the potable water main, force main and pumping station within the Buckingham Rural Preserve after sufficient notice to Gulf Coast Center and execution of an appropriate legal instrument transferring ownership and executed by the parties hereto. The potable water main outside of the "Rural Community Preserve" area of Buckingham shall be dedicated and contributed to the County by the Department of Children and Family Services.
- (6) The County shall allow the connection of the potable water main to the County's water transmission and distribution system operated by the Division of Lee County Utilities in exchange and in consideration for the covenants contained in the County's standard connection agreement, and the payment of a one-time connection fee of \$25,500.00 (four-inch meter fee). The County will invoice the Department of Children and Family Services for the full amount of this connection fee when the application for a Limited Review of a Development Order Type II, along with a binding letter of agreement to connect is submitted for signature to the County.
- (7) The County hereby agrees to operate and maintain the Department of Children and Family Services' portion of the potable water main at no additional cost beyond the water rates to be paid by Gulf Coast Center. Operation and maintenance services shall include the labor and equipment necessary to perform normal maintenance and to make emergency repairs to the Department of Children and Family Services' portion of the potable water transmission line. Facilities include, but are not limited to: the Department of

Children and Family Services' portion of the potable water transmission main; gate, butterfly, air release/vacuum or other installed valving and appurtenances; fire hydrants; water meter; and any telemetry and control systems (if installed).

- (8) The County shall provide a four-inch water meter for determining the water usage by Gulf Coast Center at a cost of \$1,976.47. The Department of Children and Family Services will install the four-inch meter for Gulf Coast Center. The meter shall be located within Gulf Coast Center property, near Buckingham Road. The meter shall be placed within a utility easement granted to the County so it is accessible to Division of Lee County Utilities' personnel, or personnel of a firm retained by Lee County Utilities to "read" meters. The County reserves the right to inspect and test the flows from the meter at any reasonable time, and will coordinate notice with appropriate Gulf Coast Center staff. Meter and other components of meter assembly shall meet all applicable County requirements and specifications. The total water flow recorded by the water meter shall be recorded by Lee County Utilities once each month.

- (9) Paragraph (9) of the original Interlocal Agreement is hereby replaced by the following:

"Gulf Coast Center shall pay a monthly water and wastewater charge based on water flow recorded by the water meter provided under paragraph (8). The County shall charge Gulf Coast Center, at the appropriate County wholesale service rates established in Lee County Resolution No. 02-07-44 Utilities Rates Resolution of July 9, 2002 as it may be revised from time to time by the County for both potable water service and wastewater service (based on the metered quantity of potable water used). Any potable water used for irrigation purposes by Gulf Coast Center and metered separately may be deducted from the amount used to determine the monthly wastewater charge. The County may adjust its county-wide charges in the same manner as rate adjustments are made for other customers. Any proposal for a change in rates to be charged exclusively to the Gulf Coast Center shall be noticed to Gulf Coast Center consistent with the County's policy for such notification for rate adjustments. The County shall submit a monthly invoice to Gulf Coast Center for these utility charges, with mailing of the invoice by the County to be prior to the 15th of the month following the month of use. Payment will be made to the County before the 30th of the month of billing."

- (10) Potable water provided by Lee County Utilities shall meet all applicable drinking water standards and requirements of the U.S. Environmental Protection Agency, State of Florida Department of Environmental Protection, Florida Department of Health (FDOH) and the County. The chlorine residual at the water meter shall not be less than the minimums allowed by the above named agencies, nor shall it exceed their maximums. The water residual pressure at the water meter shall not be less than 20 pounds per square inch, gage pressure (psig) under peak usage conditions, including fire flow demands. The full design capacity of the water and sewer mains will be available to provide potable water to and process sewage from Gulf Coast Center. Should capacity to provide Gulf Coast Center's maximum day potable water demand of 0.288 MGD or process Gulf Coast Center 's 0.11 MGD annual average sewage flow not be available when needed because of commitment of capacity to others by the County, the County hereby agrees to provide the additional capacity to Gulf Coast Center up to the 0.288 MGD potable water demand or 0.11 MGD sewage flow at no additional capital cost to Gulf Coast Center.
- (11) The Department of Children and Family Services and the County shall prohibit other connections to this potable water main by any other potential potable water customer(s) whose property that may be served lies within the Lee Plan's "Rural Community Preserve" land-use category area of Buckingham for so long as the "Rural Community Preserve" restrictions in the Lee County Comprehensive Plan apply.
- (12) The Department of Children and Family Services shall pay a cash penalty of up to \$500.00 per day to the County for each violation, and until such violation is abated, should the Department of Children and Family Services knowingly allow any violations of paragraph (11) above to occur. The County Manager may levy such penalties after considering the recommendation of the Division of Lee County Utilities. These penalties are payable subject to a specific appropriation of the State Legislature. These penalties may be appealed to the Board of County Commissioners, who shall have final authority in levying any such penalties.
- (13) Until such time as ownership is transferred to the County, the Department of Children and Family Services shall provide for any future relocations of the Department of Children and Family Services' portion of the potable water main solely at its expense should it

be required by subsequent roadway or drainage work. The County agrees to provide reasonable notice to the Department of Children and Family Services of any pending roadway or drainage work, so that the Department of Children and Family Services can arrange for the necessary funding. This notice shall be in the form of a letter to the Department of Children and Family Services, to the Staff Director of General Services in Tallahassee, Florida referencing this Amendment, describing the nature and timing of such work, and providing a cost estimate for the utility relocation. This notice shall allow the Department of Children and Family Services up to two (2) fiscal years to obtain the funds needed to comply with this paragraph.

- (14) The Department of Children and Family Services shall comply with all Lee County permitting requirements prior to construction of the potable water main, including but not limited to: the obtaining of all necessary and required development orders and permits to work within the public rights-of-way, and real property acquired under the original Interlocal Agreement. Gulf Coast Center shall comply with any and all reasonable County ordinances regarding cross connection control and sewage pretreatment, including those adopted in the future in response to mandatory regulatory requirements.
- (15) The County will obtain and maintain in good standing all necessary operating licenses and permits required by appropriate Federal and State agencies, and local governments to operate the County's treatment plants and transmission facilities. The County will furnish all personnel, materials and supplies necessary to operate the treatment plants and transmission facilities in public rights-of-way or dedicated easements, and to maintain them in first-class condition in accordance with applicable regulatory standards.
- (16) In accordance with Section 255.2502, Florida Statutes, the State of Florida's performance and obligation to pay under the original Interlocal Agreement, and this amendment thereto, is contingent upon an annual appropriation by the Legislature. This provision shall not be amended, supplemented, or waived. Any provision in the original Interlocal Agreement, and this Amendment thereto, in violation of this section shall be null and void. Recognizing that the County has

certain bond covenants, operating costs and other financial obligations, it is agreed that failure of the Department of Children and Family Services or Gulf Coast Center to pay the fees as outlined in the original Interlocal Agreement and this Amendment thereto shall constitute grounds for the County to immediately discontinue water and wastewater service to Gulf Coast Center following written notice to the Department of Children and Family Services and Gulf Coast Center for non-payment of the County's water or wastewater charges, per the County's policies.

- (17) The County shall allow public access to all documents, papers, letters, or other material subject to the provisions of Florida Statutes, Chapter 119. The Department of Children and Family Services may cancel the original Interlocal Agreement and this Amendment thereto for refusal by the County to allow such public access to materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County in conjunction with the original Interlocal Agreement and this Amendment thereto.
- (18) Claims against the County, the Department of Children and Family Services or Gulf Coast Center resulting from any disagreement between the parties arising from the original Interlocal Agreement or this Amendment thereto may be resolved according to an alternative dispute resolution procedure agreed upon between the parties or as provided by law.
- (19) It is understood and agreed that in each and every respect the terms of the original Interlocal Agreement, except as amended herein, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by the parties hereto. No amendments to the original Interlocal Agreement or this Amendment thereto shall be valid or enforceable unless in writing and executed by duly authorized representatives of the parties with the same degree of formality followed by the parties in entering into and executing this Amendment.
- (20) By execution of this Amendment, neither party waives nor modifies in any manner its rights of sovereign immunity nor the limitations of liability as may be provided for by law from time to time.

IN WITNESS OF THIS AMENDMENT, the undersigned parties hereby affix the signatures of their duly authorized representatives.

ATTEST: CHARLIE GREEN
CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Approved as to Form & Legality:

By: _____
Office of the County Attorney

ATTEST: STATE OF FLORIDA, DEPARTMENT OF
CHILDREN AND FAMILY SERVICES

By: _____
NORA STARR BRAKE
Superintendent,
Gulf Coast Center

By: _____
WAYNE R. CLOTFELTER
Staff Director, General Services
Department of Children and Family
Services

Approved as to Form & Legality:

By: _____
SHARON A. KASKIE
Department of Children and Family
Services Legal Counsel

RESOLUTION NO. _____

RESOLUTION CONCERNING CENTRAL WATER SERVICE
TO GULF COAST CENTER
IN BUCKINGHAM, FLORIDA

WHEREAS, the Department of Children and Family Services (f/k/a the Department of Health and Rehabilitative Services or HRS) operates the Gulf Coast Center, a residential facility for the mentally and physically impaired in the rural Buckingham community of east Lee County; and,

WHEREAS, the on-site water treatment plant at the Gulf Coast Center is obsolete and in need of imminent replacement; and,

WHEREAS, Lee County, by and through the Division of Lee County Utilities currently operates a central water system in east Lee County that has sufficient excess capacity available to permit a supply of potable water to Gulf Coast Center; and,

WHEREAS, in an attempt to continue to avoid introducing urban sprawl into the Buckingham area, the Lee County Comprehensive Plan (the Lee Plan), through its Objective 17.3 (formerly 19.4 in the Lee Plan) does not presently allow central water service to be provided in the "Rural Community Preserve" land-use category in Buckingham, which surrounds Gulf Coast Center; and,

WHEREAS, although the County will continue to designate the land of Gulf Coast Center in the "Public Facilities" land-use category, potable water service provided to Gulf Coast Center by the County will not result in the providing of central water service elsewhere in the "Rural Community Preserve" land-use category, unless changed by an appropriate, adopted amendment to the Lee Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that in view of the foregoing circumstances, Lee County hereby agrees to allow the construction of an off-site water transmission main within the right-of-way of Buckingham Road; and agrees to ensure that this service is provided in a manner consistent with the Lee Plan by conditioning these approvals with specific requirements (20 points) to be mutually agreed upon in Amendment No. 1 to the original Interlocal Agreement dated April 19, 1995, for so long as the present "Rural Community Preserve" restrictions in the Lee County Comprehensive Plan apply in their existing structure.

THE FOREGOING RESOLUTION was offered by Commissioner _____ who moved for its adoption. The motion being seconded by Commissioner _____ and, upon being put to a vote, the vote was as follows:

Bob Janes: _____

Douglas R. St. Cerny: _____

Ray Judah: _____

Andrew W. Coy: _____

John E. Albion: _____

DULY PASSED AND ADOPTED this _____ day of _____, 2003.

ATTEST: CHARLIE GREEN
CLERK OF THE COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairperson

APPROVED AS TO FORM:

Office of the County Attorney
Lee County, Florida