

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Fourth Amendment to Seminole County/City of Lake Mary Exclusive Wholesale Sewage Treatment and Disposal Agreement

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: Joe Forte, Andrew Neff

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the Fourth Amendment to Seminole County/City of Lake Mary Exclusive Wholesale Sewage Treatment and Disposal Agreement.

District 5 Brenda Carey

Bob Briggs

BACKGROUND:

Per the City of Lake Mary's 10 year Master Plan, the City has identified the need to increase wastewater capacity to approximately 2.0 million gallons per day (MGD). Phase 1 includes an immediate capacity of 1.37 MGD. The future capacity, Phase 2, includes capacity in excess of 1.37 MGD but not exceeding 2.0 MGD.

STAFF RECOMMENDATION:

Staff recommends that the Board to approve the Fourth Amendment to Seminole County/City of Lake Mary Exclusive Wholesale Sewage Treatment and Disposal Agreement.

ATTACHMENTS:

1. Agreement

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Susan Dietrich)</p>
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FOURTH AMENDMENT TO SEMINOLE COUNTY/CITY OF LAKE MARY, FLORIDA
EXCLUSIVE WHOLESALE SEWAGE TREATMENT AND DISPOSAL AGREEMENT

THIS FOURTH AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 28th day of July, 1987, as amended, between the CITY OF LAKE MARY, a Florida municipal corporation, whose mailing address is 100 N. Country Club Road, Lake Mary, Florida 32746, hereinafter referred to as "CITY", and 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".

W I T N E S S E T H:

WHEREAS, COUNTY and CITY entered into the above referenced Agreement on July 28, 1987, as amended March 16, 1988, February 22, 1990 and April 13, 1993, to set forth the terms and conditions for the COUNTY to provide and the CITY to purchase wholesale Wastewater Service Capacity; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 25 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 3.2 of the Agreement is amended to read:

3.2 Capacity Purchase. The CITY has identified, and subject to the terms and conditions hereinafter set forth, the COUNTY agrees:

(1) To provide Wastewater Service Capacity to the CITY to satisfy the CITY's immediate Wastewater Service Capacity needs of

approximately 2.0 MGD in two (2) phases, to wit:

(a) **Phase I.** The COUNTY acknowledges the CITY's payment of all applicable Phase I Wastewater Connection Fees; therefore, the COUNTY agrees to allocate, sell and provide to the CITY for its immediate use 1.37 MGD of currently available Wastewater Service Capacity.

(b) **Phase II.** Future Wastewater Service Capacity in excess of 1.37 GPD, but not exceeding 2.0 MGD, shall be reserved by the COUNTY for the CITY. The CITY agrees to pay all applicable Wastewater Connection Fees upon the COUNTY's execution of the CITY's Florida Department of Environmental Protection (FDEP) permit application for said Wastewater Service Capacity. The COUNTY agrees to provide to the CITY capacity in excess of 1.37 GPD, but not exceeding 2.0 MGD, upon the CITY's payment to the COUNTY of all applicable Wastewater Connection Fees.

2. Section 12.1 of the Agreement is amended to read:

12.1 Payment. The CITY agrees to pay the COUNTY the Wastewater Connection Fees (at the COUNTY rate) which are in effect at the time such Wastewater Connection Fees are paid.

3. Section 12.3 of the Agreement is amended to read:

12.3 Future Payment. Available Wastewater Capacity in excess of 2.0 MGD (or such lesser volume actually purchased) may be reserved by the CITY upon payment of Wastewater Connection Fees to COUNTY. Such fees shall be based upon the rate in effect at the time of Wastewater Connection Payment to the COUNTY.

4. Except as herein modified, all terms and conditions of the Agreement, as amended, shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

5. This Fourth Amendment shall be effective upon execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

Carol A. Foster
CAROL FOSTER, City Clerk

(CORPORATE SEAL)

CITY OF LAKE MARY, FLORIDA

By: David Mealor
DAVID MEALOR, Mayor

Date: 7/9/09

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
Legal sufficiency.

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

County Attorney

SED/lpk/sjs

5/11/09, 5/13/09 6/19/09

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