

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: September 5, 2013

Contract/Lease Control #: C13-2062-WS

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: EMERALD BREEZE RESORT GROUP, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/20/2013

Term: INDEFINITE

Description of Contract/Lease: DEVELOPMENT AGREEMENT FOR WASTEWATER COLLECTION

Department: WS

Department Monitor: JEFF LITRELL

Monitor's Telephone #: 850-651-7172

Monitor's FAX # or E-mail: JLITRELL@CO.OKALOOSA.FL.US

Date Closed: _____

cc: Finance Department Contracts & Grants Office

RECEIVED AUG 05 2013

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C13-2062-WS Tracking Number: 698-13

Contractor/Lessee Name: Emerald Breeze Resort Group, LLC. Grant Funded: YES ___ NO

Purpose: Development Agreement for Waste Water Collection

Date/Term: Indefinite

Amount: County's #12,716.00 (Overall #94,573.00)

Department: WtS


Dept. Monitor Name: J. Littrell / Mark Wise

1. GREATER THAN \$50,000
 2. GREATER THAN \$25,000
 3. \$25,000 OR LESS

Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

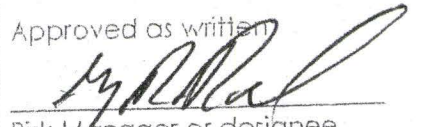
Procurement requirements are met:


 Purchasing Director or designee

Date: 8/2/13

Risk Management Review

Approved as written:

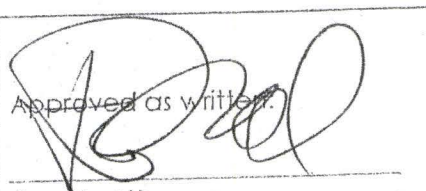

 Risk Manager or designee

4.(f) can't indemnify

Date: 8/5/13

County Attorney Review

Approved as written:


 County Attorney

Deleted indemnification's & required endorsement

Date: 8/8/13

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

 Contracts & Grants Manager

Date: _____

Mark Wise

From: Jack Allen
Sent: Friday, August 09, 2013 7:46 AM
To: Mark Wise; Gary Real
Subject: RE: Emerald Breeze coordination

I'm good!

From: Mark Wise
Sent: Thursday, August 08, 2013 3:23 PM
To: Jack Allen; Gary Real
Subject: RE: Emerald Breeze coordination

Jack & Gary,

As a follow-up to the comments by Gary and Mr. Dowd, attached is an email from Mr. Dowd with the final changes attached to it (see tracked changes version). Please let me know if you have any problems with this final version.

Thx,
Mark

Mark Wise, P.E.
Deputy Director
Okaloosa County Water & Sewer
(850) 651-7502

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Jack Allen
Sent: Thursday, August 08, 2013 2:47 PM
To: Mark Wise
Subject: Emerald Breeze coordination

Mark,
Please see comments from Real and Dowd.
Thanks,
Jack

Search Results

Current Search Terms: emerald* breeze* resort* GROUP* LLC.*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1149.20130801-1829

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into this 20th day of August, 2013, by and between OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida (the "County"), and EMERALD BREEZE RESORT GROUP, LLC (the "Developer").

RECITALS

WHEREAS, the Developer has an Okaloosa County Development Order, dated September 7, 2012, to construct the project "Emerald Breeze" (the "Project"), which generally consists of two hotels and one restaurant; and

WHEREAS, the parcel for the Project is owned by Eglin Air Force Base ("Eglin"), and the Developer and Eglin have previously entered into a 50-year Enhanced Use Lease ("EUL"); and

WHEREAS, as part of the Project, the Developer is constructing a wastewater collection system, to be connected to the County's existing wastewater collection system on Okaloosa Island. The Developer's wastewater collection system can generally be described as the following: gravity sewer system (piping and manholes), a lift station, and a force main. The Developer is already under contract with a contractor to construct the Project. See Exhibit "A" for the legal description of the Project; and

WHEREAS, the County believes in regional wastewater planning and coordination with developers, as per Section 8.2 of the Okaloosa County Water & Sewer Standard Specifications and Design Manual, as adopted by the County in June 2007.

WHEREAS, the County's existing wastewater collection system on Okaloosa Island is at capacity in certain locations; in particular, the 10" gravity sewer main on the north side of Highway 98 does not have enough capacity during peak flow periods; and

WHEREAS, the County desires to continue an excellent level of service for its customers at the lowest possible cost. To do this specifically, the County desires to upsize the Project's lift station to accommodate additional existing wastewater flow from County customers to the east, and to construct it to County standards; and

WHEREAS, subject to the terms and conditions set forth below, the parties desire to work collaboratively to establish a cost share agreement for the construction of

an upsized lift station. With the upsize, the lift station and force main are to be owned, operated, and maintained by the County.

NOW THEREFORE, in consideration of the foregoing and the mutual obligations set forth below, the parties, intending to be legally bound, agree as follows:

Section 1. Recitals. The foregoing recitals are true and are incorporated as essential terms of this Agreement.

Section 2. Obligations of the Developer.

- (a) The construction within the Project shall be governed by the conditions in the Development Order and any revised construction plans that are subsequently approved by the County. The Developer shall construct the Project's infrastructure at his expense, including the gravity sewer and force main, but excluding the lift station (outlined below). The Developer will be fully responsible for getting 230V 3-phase power to the lift station.
- (b) The Developer maintains that the value of the current proposed lift station, sized for the Project only and privately-maintained, is \$81,857.00.
- (c) The Developer will hire a contractor to construct certain time-critical components of the lift station, sized for an additional 61,000 gallons per day (GPD) of average daily flow (ADF): a concrete wetwell (with lid and hatch openings) with exterior coating, junction manhole (with exterior coating) just outside the wetwell, and one section of 12" PVC pipe between the manhole and wetwell. Before this infrastructure is installed, shop drawings shall be approved by the County. Infrastructure shall be installed per County standards and inspected by the County.
- (d) The Developer has obtained quotes/bids from contractors to perform the above-mentioned work. The lowest quote that the Developer has received is attached as Exhibit "B", for \$94,573.00. The Developer attests that this is the lowest qualified bidder meeting specifications. The Developer shall oversee the scope of work listed in the proposal for the work listed in Section 2(c) and pay the contractor upon satisfactory completion of the work and inspection by the County. The Developer assumes all the risk of any potential change orders related to this scope of work listed in Section 2(c) and Exhibit "B".
- (e) The Developer shall warranty the worked described in Section 2(b) for a period of one year, beginning after the County inspects the work and issues

a letter of acceptance. The County shall take ownership of this infrastructure upon the letter of acceptance.

- (f) The Developer, or his Engineer, will provide to the County an easement survey for the County to utilize in obtaining a Grant of Easement from Eglin for the ownership, operation, and maintenance of the lift station and force main. The survey shall be signed and sealed by a registered Florida land surveyor and shall include a metes and bounds legal description.
- (g) The Developer agrees to provide the County access to the lift station and force main for the purposes of construction, operation, and maintenance.
- (h) The Developer agrees to grant the County an easement for the purposes of construction, operation, and maintenance of the lift station contemplated hereby.

Section 4. Obligations of the County.

- (a) Upon the work listed in Section 2(c) passing inspection by the County, the County shall make a payment to the Developer in the amount of \$12,716 (amount in Section 2(d) minus the amount in Section 2(b)).
- (b) The County will procure and install the remaining components of the lift station (less time-critical), sized for an additional 61,000 GPD ADF: two pumps with guiderails, plumbing (piping, fittings, and valves) from the pumps to 5' outside the proposed valve box location, wetwell interior coating, motor control center, all other electrical appurtenances, and sitework (grading around lift station, concrete slab/drive, fence, etc). Infrastructure shall be installed per County standards.
- (c) The County will be responsible for submitting and obtaining a Grant of Easement from Eglin for the lift station and force main.
- (d) Upon completion of lift station construction, the County will produce as-built drawings and perform a start-up in coordination with the Developer's Engineer-of-Record. The County will own, operate, and maintain the lift station and force main; this includes paying the ongoing meter fees for the operation of the lift station. The County will inspect and accept the force main per standard County procedures.
- (e) The County will be responsible for designing, permitting, and constructing the gravity sewer main from the upsized lift station to the property to the

east. Said construction of the gravity sewer main from the junction manhole to the Highway 98 Right-of-Way will occur before the Developer's contractor installs the water main and force main in this vicinity along the eastern property line.

Section 5. Effective Date and Term of Agreement. This Agreement shall be effective upon the execution by all parties and shall remain in effect for the life of the lift station.

WHEREFORE, the parties to this Agreement hereto have executed the same on the day and year set out above.

Approved as to form:

OKALOOSA COUNTY, FLORIDA



COUNTY ATTORNEY

By: 

Don R. Amunds, Chairman
Board of County Commissioners



ATTEST:


Clerk of the Circuit Court



Signed, sealed and delivered

in the presence of:

[Signature]
Witness

[Signature]
Witness

EMERALD BREEZE RESORT GROUP,
LLC

By EMERALD Breeze Hospitality, LLC

By: Innisfree Hotels Inc
Managing Member

By Harlan Butler
x Harlan R. Butler
Its President

STATE OF FLORIDA
COUNTY OF Essex

The foregoing instrument was acknowledged before me this 14 day of August, 2013, by Harlan Butler, as President of EMERALD BREEZE RESORT GROUP, LLC, on behalf of the corporation, who is personally known to me, or has produced _____ as identification.

Deborah Sue Baxley
Notary Public, State of Florida

My Commission Expires: 9/3/2014

Commission No.: _____

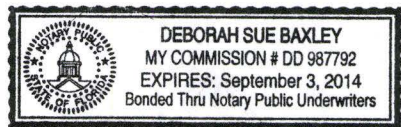
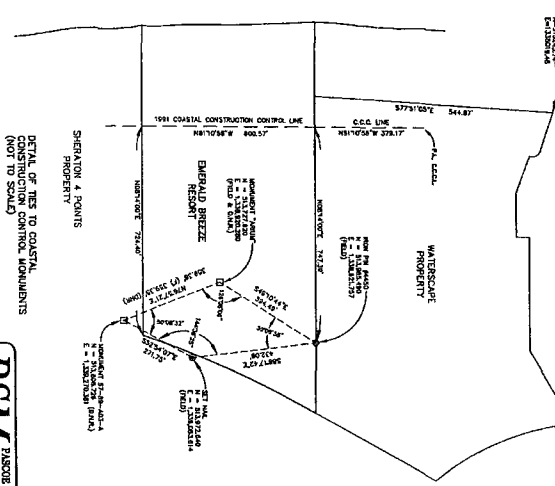
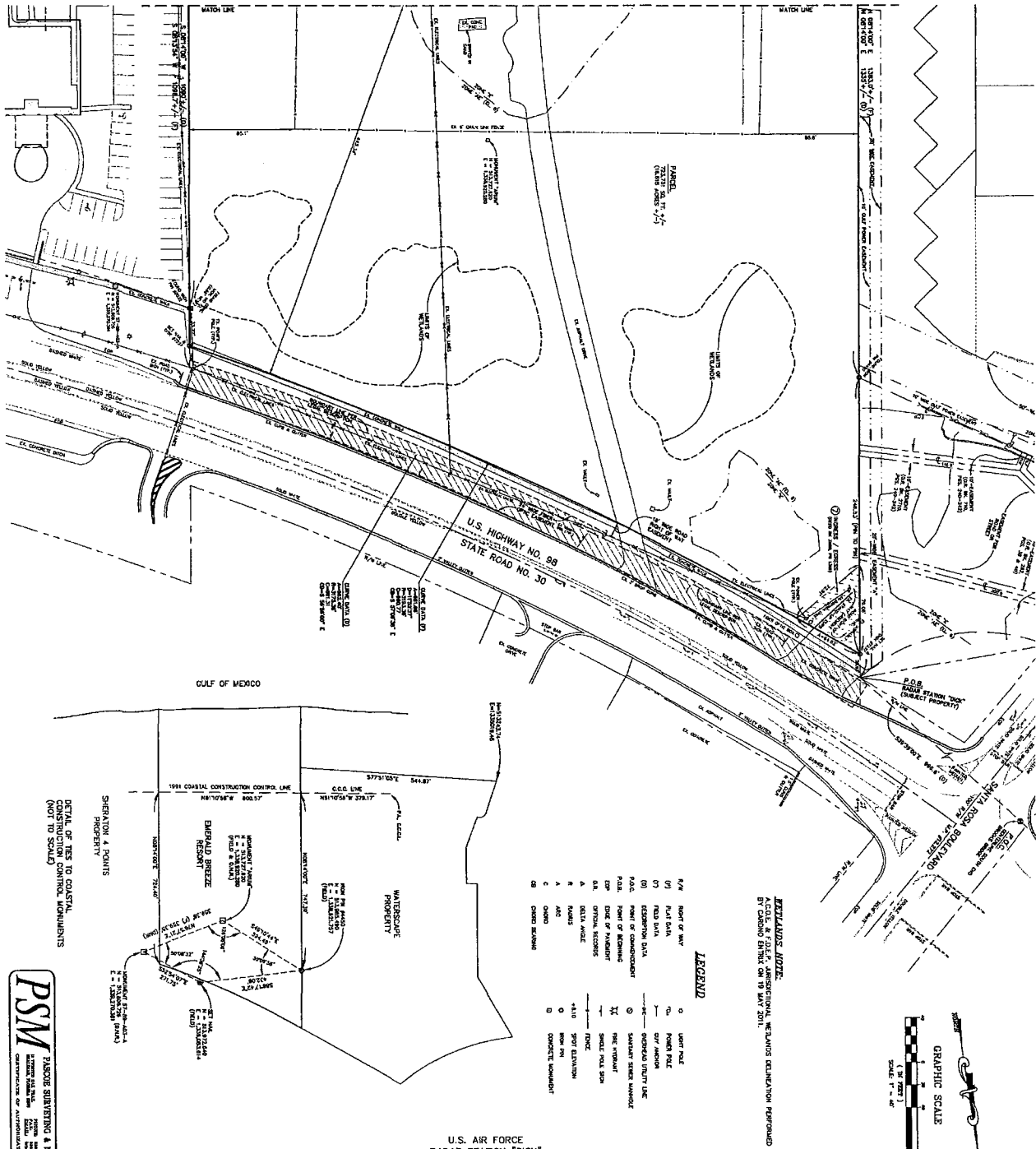
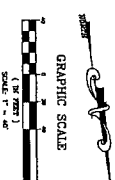


Exhibit A



EXPLANATORY NOTE:
 A LOCAL & FIELD, ABSOLUTE, WETLAND DEMARINATION PERFORMED BY CAROL SHREVE ON 19 MAY 2011.



LEGEND

N/E	NOTED BY	○	USPT POLE
U/S	FIELD DATA	○	WOODEN PILE
D	DETERMINED DATA	○	CONCRETE BURNER LINE
○	FIELD POINT OF COMMENCEMENT	○	CONCRETE BURNER LINE
○	POINT OF BEGINNING	○	CONCRETE BURNER LINE
○	END OF MONUMENT	○	CONCRETE BURNER LINE
○	ORIGINAL RECORDS	○	CONCRETE BURNER LINE
○	DELTA ANGLE	○	CONCRETE BURNER LINE
○	MARKS	○	CONCRETE BURNER LINE
○	ANG	○	CONCRETE BURNER LINE
○	CHANG	○	CONCRETE BURNER LINE
○	CHANG	○	CONCRETE BURNER LINE

PSM
 PASCOR SURVEYING & MAPPING, INC.
 1111 W. WASHINGTON AVE., SUITE 100
 FORT WALTER BEACH, FLORIDA 32248
 PHONE: 904-241-1111
 FAX: 904-241-1112
 EMAIL: info@psm-inc.com

U.S. AIR FORCE
 RADAR STATION "DICK"
 MIRACLE STRIP PARKWAY EAST
 FORT WALTON BEACH, FL 32548

ALTA/ACSM LAND/TITLE SURVEY

DATE: 6 MAY 12
 PROJ. NO.: 12-002
 SCALE: 1" = 40'
 DRAWN BY: J. W. WOOD
 CHECKED BY: J. W. WOOD
 SHEET: 2 OF 2

I hereby certify that this survey was made under my responsible charge and meets the minimum technical standards as set forth by the Florida Board of Professional Surveyors and Mappers in chapters 54-17.005, 54-17.001 and 54-17.002, pursuant to Section 472.027, Florida Statutes.

BRIAN E. PASCOE, Professional Surveyor & Mapper
 Certificate No. 5930

PREPARED FOR:
EMERALD BREEZE RESORT GROUP, LLC
 17 ACRE PARCEL IN UNDIVIDED TOWNSHIP 2 SOUTH,
 RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA

Not valid unless bearing Surveyor's embossed seal

CEI CHOCTAW ENGINEERING, INC.
 ENGINEERING • ENVIRONMENTAL • SURVEYING
 112 TRUXTON AVENUE
 FORT WALTON BEACH, FLORIDA 32547
 PHONE: 904-862-8511
 FAX: 904-862-8510
 EMAIL: ce@choctaweng.com
 CERTIFICATE OF AUTHORIZATION No. 1532



1858 Bay Oaks Circle
Milton, FL 32583

gecfl@bellsouth.net

Phone: (850) 623-0777 • Fax: (850) 623-3388

Jimmy Grissett (334) 504-1859 • Kenny Grissett (334) 504-1886

June 26, 2013

Innisfree Development
Baybridge Parkway
Gulf Breeze, FL 32502
Attn: Christian Mills

Re: Holiday Inn Fort Walton Beach

Thank you for inviting Grissetts' Excavating to price your project. We are pleased to offer you a proposal to furnish all labor, equipment, materials and supervision necessary for the successful completion of the project.

This proposal is to provide:

1. 48" diameter sanitary sewer manhole delivered and installed
2. 96" diameter lift station delivered and installed
3. Set and drive 64' wall foot of PZC-13 temporary steel. Sheet piles 30' sheets with 4 bent corners
4. Extract 64' wall foot of PXC-13 temporary steel sheets
5. Install necessary shoring
6. Provide de-watering
7. 80 tons crane
8. Long reach excavator
9. Labor, equipment, materials and supervision
10. Connect lift station to sanitary sewer manhole

This project does not include the following:

- Survey
- Engineering
- Lift Station hardware
- Plumbing or Electrical Hook-ups

Total Cost of Project \$ 94,573.00