



# Board of County Commissioners

State of Florida

## CONTRACT CONTROL FORM

DATE: 2/17/98

CONTRACT CONTROL #: C98-0036-WSI-07

BID #: N/A TYPE: ADDENDUM

AWARD TO: CAYO GRANDE, INC

EFFECTIVE DATE: 2/17/98

TERM: INDEFINITE

DESCRIPTION OF CONTRACT: WTR & SEWER CAPACITY

EXPANSION CHARGES/RATES

COUNTY DEPT/POC: WATER & SEWER / MR LEVINS

COUNTY CONTRACT TELEPHONE #: 651-7172

COUNTY CONTRACT FAX #: 651-7747

DATE CLOSED: \_\_\_\_\_

Reply To:

Courthouse  
101 E. James Lee Blvd. Crestview, FL 32536  
(850) 689-5030 FAX: 689-5059

1804 Lewis Turner Blvd. Suite 100  
Fort Walton Beach, FL 32547  
(850) 651-7105 FAX: 651-7142

**AGREEMENT REGARDING WATER  
AND SEWER CAPACITY EXPANSION CHARGES**

This agreement is made and entered into this 17th day of February, 1998 by Okaloosa County, Florida, referred to in this agreement as "The County", and Cayo Grande, Inc., a Florida Corporation doing business in Okaloosa County, Florida, and referred to in this agreement as "The Owner".

The facts which compel the parties to concur in the matters set forth in this agreement are the following:

A. Okaloosa County has adopted a series of ordinances relating to water and sewer capacity expansion charges, and setting rates. The water and sewer ordinance in Okaloosa County was first adopted as Ordinance Number 83-50, and was most recently substantially amended in November, 1993. References made to the water and sewer ordinance, as amended, in this agreement are as "The Ordinance".

B. The Ordinance requires the County to collect water and sewer capacity expansion charges from the owner or developer of each hotel/motel unit prior to construction on the same basis as a single-family residence.

C. Cayo Grande, Inc., is the owner and developer of 129 hotel/motel units built between 1994 and 1996. Cayo Grande, Inc., called the County's attention to the apparent inequity of treating hotel/motel units exactly as single-family homes, for reasons outlined in the objection, and objected to internal application of the Ordinance to hotel and motel units. The County at that time rejected the objection and required the Owner to have and use 129 water and sewer capacity expansion charges for the construction of 129 hotel/motel type units. However, as a result of that objection a water and sewer rate study was begun by committee organized for that purpose.

D. The County desires its' water and sewer ordinance to treat all businesses and residential customers fairly. In concern for that the County has conducted its rate study to assure itself that the rates charged for hotel and motel units is fair and equitable. Agreements between the County and various developers are exemplified by that which is recorded at Official Records Book 2044, Page 1770-1772, Public Records of Okaloosa County, Florida.

E. It is the desire of the Board of County Commissioners to treat Cayo Grande, Inc., in the same manner and with the same result as its treatment of other hotel and motel owners who also objected and who received favorable consideration from the Board of County Commissioners as exemplified by that agreement recorded at Book 2044, Pages 1770-1772.

F. The water and sewer rate study to which reference is made in prior agreements with hotel and motel developers has now been completed.

G. The rate study confirms that the Owner should have been required to use only one-half the sewer capacity expansion charges which the Owner did use.

H. The Board of County Commissioners desires to equitably adjust the capacity expansion charges of owner in accordance with the pending ordinance before the Board.

WHEREFORE, it is agreed between the parties as follows:

1. Cayo Grande is to have a refund credit of 64½ capacity expansion charges for water and sewer which are not to be transferred to any other owner.

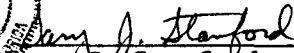
2. Upon the concurrence of Cayo Grande, Inc. with the terms of this agreement, and compliance with the Board of County Commissioners of Okaloosa County, Florida with the terms of this agreement, Cayo Grande, Inc. will forego and set aside any claim it may have for reimbursement or credits toward water and sewer capacity expansion charges.

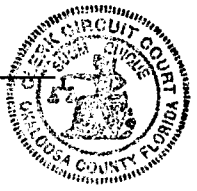
THIS AGREEMENT MADE AND EXECUTED this 17<sup>th</sup> day of February, 1998.

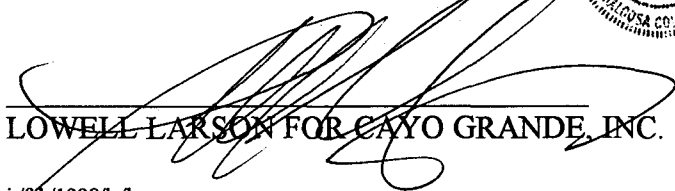
  
BOARD OF COUNTY COMMISSIONERS



ATTEST:

  
Gary J. Stanford  
Deputy Clerk



  
LOWELL LARSON FOR CAYO GRANDE, INC.

j:/Feb/1998/lc/larson.agr