

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Exhibit "G" Water Oversizing/Extension Agreement, Copper Chase

DEPARTMENT: Environmental Services **DIVISION:** PEI

AUTHORIZED BY: *John Cirillo* **CONTACT:** *Mike Harber* **EXT.** 2118
John Cirillo, Director **Mike Harber, Sr. Engineer**

Agenda Date <u>1-24-2006</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 Exhibit "G" amendment to Conditional Utility Agreement for Water with KB Homes of Orlando for oversizing/extending off-site facilities to the Copper Chase Townhomes.

BACKGROUND:

Exhibit "G" to the Conditional Utility Agreement for Water Service states the terms and conditions under which the Developer of Copper Chase Townhomes will construct a 10" water line. Staff has identified the need to oversize/extend the off-site water facility in this portion of the County's service area based on work performed by our master planning engineers. Cost associated with oversizing/extending of this facility to 10" from a 4" water line for approximately 707 lineal feet, is \$13,810.00. Adequate funds for oversizing/extensions are available for this project in the Water and Sewer Oversizings/Extension.

Reviewed by: Co Atty: <u>12/28/05</u> DFS: _____ Other: _____ DCM: <u><i>[Signature]</i></u> CM: <u><i>[Signature]</i></u> File No. <u>CES01</u>

Exhibit "G"

Water Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, 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 KB Home Orlando, LLC whose address is 8403 South Park Cir, Ste 670 Orlando, FL 32819 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 Water Service; and

WHEREAS, OWNER requires a water service system to serve future residential development to be located on the Property; and

WHEREAS, OWNER is willing to construct an off-site water system and other appurtenant facilities to serve the Property and convey the 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 Water Service to which this Agreement is attached as Exhibit "G" and together the Conditional Utility Agreement For Water Service and this Agreement comprise the complete and entire water agreement between the parties,

NOW, THEREFORE, in consideration of the premises, the parties mutual covenants and agreements, including the cost of designing, permitting, constructing, conveying and accepting the 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) Water System. The term "Water System" shall refer to and mean the construction of an off-site water transmission system on East Red Bug Lake Rd (to be renamed later) including transmission mains, stub-outs, pipes, valves, fittings and other such pertinent facilities as are routinely placed in public rights-of-way or dedicated easements. All permits and engineering design and construction contracts, plans and specifications for the Water System as and when filed with 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 Water Service.

Section 3. Agreement to Construct and Convey. OWNER agrees to construct and convey to the COUNTY the 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 Water System from OWNER and pay for the cost thereof upon completion of the Water System. OWNER represents and warrants that:

(a) OWNER shall cause to be designed, permitted and constructed, the Water System to the Property. Any Federal, State or local permitting fees and approvals, if applicable, shall be the responsibility of the OWNER; provided, however, that the COUNTY shall be responsible for the Right-of-Way use permit fee, if applicable, the Florida Department of Environmental Protection permit fee and the underground utility permit fee, all related to the off-site water main only.

(b) Subject to the terms of this Agreement, the OWNER shall commence construction of the Water System within four (4) months and complete construction within twelve (12) months of execution of the Agreement.

(c) OWNER's agreement to construct and convey the Water System is in addition to OWNER's agreement to construct, install and convey, at OWNER's sole cost and expense, all other water transmission, collection and meter facilities necessary to provide water service to OWNER's Property pursuant to the Conditional Utility Agreement For Water 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 Water 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 Water 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 Water System as described in Section 2(a) herein. The anticipated construction costs are set forth in Attachment "A" attached hereto and incorporated herein and shall not exceed \$ 13,810.⁰⁰. Actual costs shall include all design, permitting, construction, labor and materials associated with construction of the 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 to construct the Water System together with change orders as approved by the COUNTY in writing.

(b) The COUNTY shall reimburse the OWNER for approved costs of design, permitting and construction of the 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, final COUNTY inspection and COUNTY receipt of as-builts related to off-site water main in accordance with this Agreement.

Section 7. Risk of Loss. OWNER shall bear the risk of loss or damage to the 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 Water System. Under no circumstances shall the review by the COUNTY impose on the COUNTY any liability to the OWNER for faulty design or con-

struction of the Water System. It is acknowledged by the parties that the COUNTY review contemplated in this Section is only for the purpose of determining the operational acceptability of the Water System and for no other purpose whatsoever. Nothing in this Section shall relieve OWNER of its obligations under this Agreement, the Conditional Utility Agreement For Water Service, or under 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 Water System as required for the completion of the approved 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 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 water 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)

By: 
Senior Vice President

Date: 11/23/05

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.
Approved as to form and
legal sufficiency

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

Susan E. Dietrich 12-28-05

County Attorney
SED/lpk
4/23/02
exhibit G - water

Attachment:
Attachment "A" - Construction Costs

Engineer's Preliminary Estimate of Probable Incremental Cost for Proposed Water Main upsizing (ATTACHMENT "A" for Seminole County Env. Services)

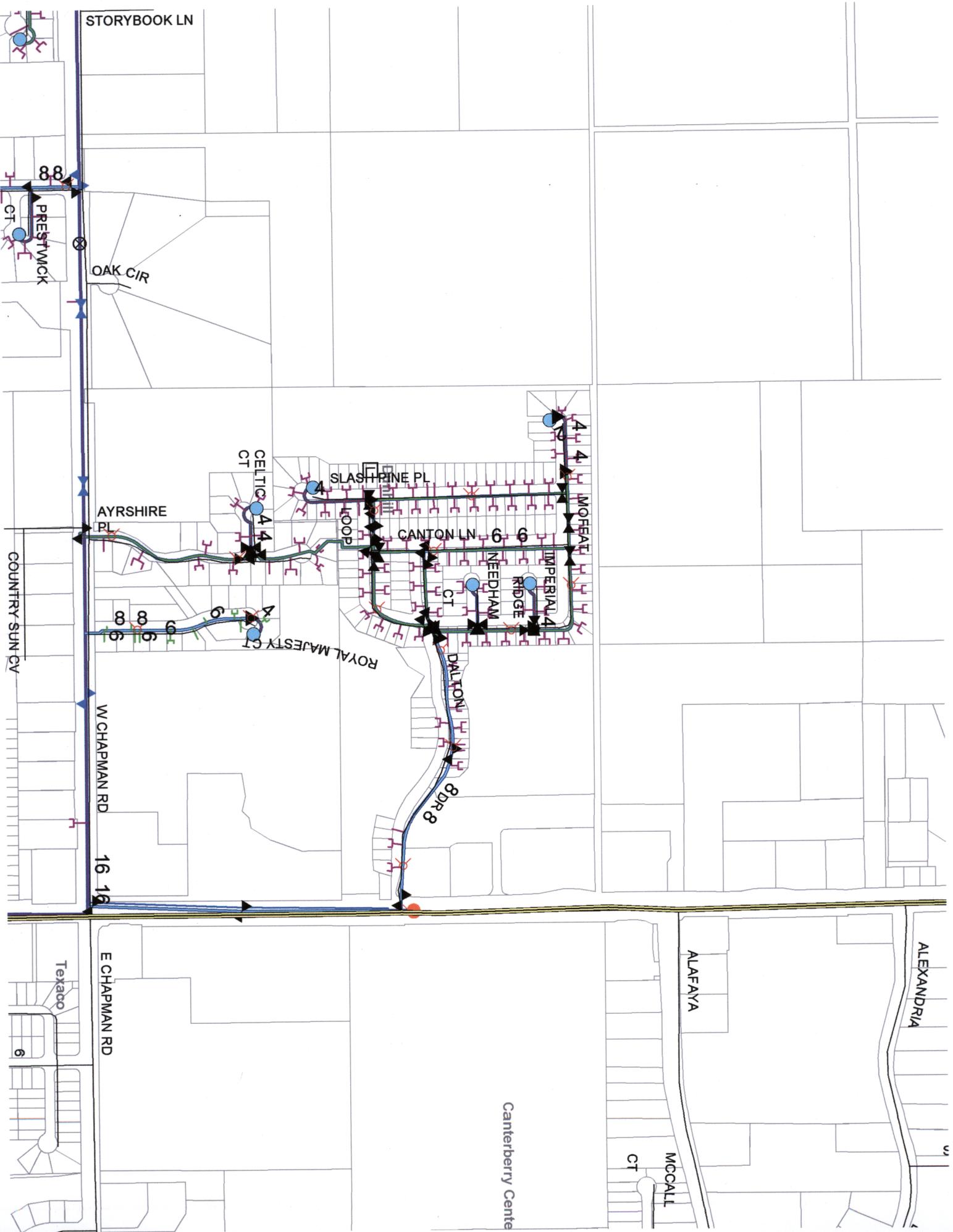
Copper Chase, in Seminole County, Florida

<u>Item No.</u>	<u>Onsite</u>	<u>Estimated Quantity</u>	<u>Unit of Measure</u>	<u>Estimated Unit Price</u>	<u>Extended Price</u>
1.00	WATER LINE				
1.01	10" PVC WATER MAIN	707	LF	\$26.50	\$18,736
1.02	10" GATE VALVE	3	EA.	\$2,500.00	\$7,500
1.03	2" BLOWOFF ASSEMBLY	1	EA.	\$500.00	\$500
1.04	FITTINGS	1	LS	\$5,000.00	\$5,000
1.05	TESTING	1	LS	\$3,500.00	\$3,500
TOTAL FOR 10" LINE					\$35,236
2.01	4" PVC WATER MAIN	707	EA.	\$18.00	\$12,726
2.02	4" GATE VALVE	3	EA.	\$1,000.00	\$3,000
2.03	2" BLOWOFF ASSEMBLY	1	LF	\$500.00	\$500
2.04	FITTINGS	1	LS	\$2,200.00	\$2,200
2.05	TESTING	1	LS	\$3,000.00	\$3,000
TOTAL FOR 4" LINE					\$21,426
Total Differential Cost for Water Main upsizing from 4" to 10"					\$13,810


12/20/05

Geoffrey Summitt, P.E.
License #58775





STORYBOOK LN

OAK CIR

AYRSHIRE PI

W CHAPMAN RD

16 16

E CHAPMAN RD

SLASH PINE PL

CANTON LN

MOHEAT

DALTON

8 DR 8

CELTIC CT

LOOP

ROYAL MAJESTY CT

CT

NEEDHAM

RIDGE

IMPERIAL

ALAFAYA

ALEXANDRIA

CT

MCCALL

Canterberry Centre

Texaco

6

COUNTRY SUN CV

88

CT

PRESTWICK