

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amended Exhibit "G" Sewer Oversizing and Extension Agreement,
Mikler Lake

DEPARTMENT: Environmental Services **DIVISION:** Business Office

AUTHORIZED BY: Robert Adolphe **CONTACT:** Becky Noggle, Sr. Coordinator **EXT.** 2143

Agenda Date 10/26/04 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve and Authorize Chairman to execute the Exhibit "G" amendments to Conditional Utility Agreements for Sewer service with Rockwell Land & Development Corporation for oversizing and extension of off-site sewer facilities to the Mikler Lake subdivision.

BACKGROUND:

Amended Exhibit "G" to the Conditional Utility Agreements for Sewer Service states the terms and conditions under which the Developer of Mikler Lake subdivision (Rockwell Land & Development Corp.) will construct a 8" force main. Staff has identified the need to extend and oversize the off-site sewer facilities in this portion of the County's service area based on work performed by our master planning engineers. Cost associated with oversizing and extension of these facilities to 8" from a 6" force main for approximately 5,850 lineal feet is \$310,603.00. Adequate funds for oversizing are available for this project in Water and Sewer Oversizings account line.

On the Submissions Memorandum dated Sept. 24, 2004 the County consented to the assignment of the Conditional Utility Agreement for Water and Sewer service from Mikler to Rockwell Land & Development Corp. Due to the sale of the property from Mikler Lake Development to Rockwell Land & Development.

Reviewed by:
Co Atty: N/A
DFS: _____
Other: _____
DCM: SS
CM: KA

File No: CESA01

AMENDMENT TO EXHIBIT "G" SEWER AGREEMENT

THIS AMENDMENT is made and entered into this ____ day of _____, 20____, and is to that certain Agreement made and entered into on the 11th day of December, 2003, between **MIKLER ROAD DEVELOPMENT LLC**, whose address is 650 S. Central Avenue, Suite 350, Oviedo, Florida 32765, hereinafter referred to as "MIKLER," 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, MIKLER and COUNTY entered into the above-referenced Agreement on December 11, 2003 for MIKLER to construct an off-site sewer system and other appurtenant facilities with capacity greater than the amount required to serve the property and the COUNTY to reimburse MIKLER for the sewer system costs for such increased capacity; and

WHEREAS, on September 24, 2004, the COUNTY consented to assignment of the Conditional Utility Agreements for Water and Sewer Service from MIKLER to ROCKWELL LAND & DEVELOPMENT CORP., 1031 West Morse Boulevard, Winter Park, Florida 32789, hereinafter referred to as "OWNER"; and

WHEREAS, the OWNER inadvertently executed an Amendment to Exhibit "G" Sewer Agreement on August 4, 2004, which document was approved by the COUNTY on August 24, 2004, prior to the aforementioned assignment; and

WHEREAS, said Amendment to Exhibit "G" Sewer Agreement although approved by COUNTY on August, 24, 2004, was not recorded in the Official

Records of Seminole County and is hereby declared null and void and of no further force or effect; and

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

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

1. Section 6 of the Agreement is amended to read:

Section 6. Payment.

COUNTY shall reimburse OWNER for the actual costs incurred in construction of the Sewer System as described in Section 2(a) herein. The construction costs are set forth in Revised Attachment "A" attached hereto and incorporated herein and shall not exceed THREE HUNDRED TEN THOUSAND SIX HUNDRED THREE AND NO/100 DOLLARS (\$310,603.00). Actual costs shall include all design, permitting, construction, labor and materials associated with construction of the Sewer 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:

* * * * *

2. Attachment "A" of the Agreement is deleted and Revised Attachment "A" attached hereto is substituted therefor.

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

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

ATTEST:

ROCKWELL LAND & DEVELOPMENT CORP.

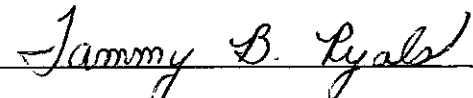
By: 

CHRISTIAN M. SWANN
ITS: PRESIDENT

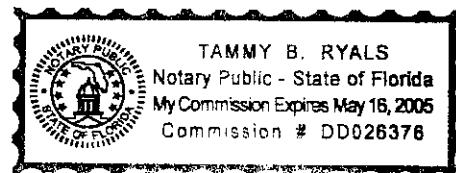
(CORPORATE SEAL)

Date: 9-30-04

I HEREBY CERTIFY that, on this 30th day of September, 2004, before me, the officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Christian M. Swann and N/A as President and N/A of ROCKWELL LAND & DEVELOPMENT CORP. and who are personally known to me or who have produced Florida Driver's License as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.



(NOTARY SEAL)



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 Commissioners
at their _____, 20____
regular meeting.

Sharon E. Dietrich 10-1-04
County Attorney

SED/lpk
9/28/04
amendment sewer agt-rockwell land

Attachment:
Revised Attachment "A" - Construction Costs

REVISED ATTACHMENT A

ENGINEER'S OPINION OF COST				
PROJECT: MIKLER LAKE SUBDIVISION				
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
TABLE A (MIKLER TO RED BUG LAKE)				
6" PVC FORCE MAIN	2737	LF	10.69	29,258.53
6" PLUG VALVE	1	EA	987.00	987.00
6"X6" WET TAP	1	EA	2,605.00	2,605.00
F.M. FITTINGS & TEST	1	LS	3,890.00	3,890.00
JACK & BORE 15" CASING	110	LF	188.00	20,680.00
RESTORATION AND MOT	1	LS	15,500.00	15,500.00
6" ON-SITE FORCE MAIN	406	LF	8.09	3,284.54
LIFT STATION	1	LS	75,200.00	75,200.00
R/W PERMIT SEMINOLE COUNTY	1	LS	2,280.00	2,280.00
TOTAL TABLE A				153,685.07
TABLE B (MIKLER TO ALOMA)				
8" PVC FORCE MAIN OFF-SITE	5820	LF	20.21	117,622.20
8" PLUG VALVE OFF-SITE	4	EA	1,362.00	5,448.00
8"X16" WET TAP	1	EA	3,948.00	3,948.00
F.M. FITTINGS & TEST OFF-SITE	1	LS	18,278.00	18,278.00
JACK & BORE 20"	322	LF	191.00	61,502.00
JACK & BORE 16"	163	LF	153.42	25,007.46
8" PVC JACK & BORE	485	LF	23.91	11,596.35
AIR RELEASE VALVE	3	EA	3,911.00	11,733.00
RESTORATION AND MOT	1	LS	21,892.00	21,892.00
8" PVC FORCE MAIN ON-SITE	406	LF	10.26	4,165.56
8" PLUG VALVE ON-SITE	1	EA	1,362.00	1,362.00
LIFT STATION	1	LS	113,876.00	113,876.00
F.M. FITTINGS & TEST ON-SITE	1	LS	4,330.00	4,330.00
R/W PERMIT SEMINOLE COUNTY	1	LS	6,356.00	6,356.00
ENGINEER DESIGN	1	LS	17,700.00	17,700.00
SURVEY FEE ROUTE SURVEY	1	LS	5,200.00	5,200.00
GEOTECHNICAL ANALYSIS	1	LS	3,200.00	3,200.00
REIMBURSIBLES	1	LS	389.00	389.00
EXTRA SERVICES FOR DESIGN	1	LS	1,437.50	1,437.50
SILT FENCE	4900	LF	1.05	5,145.00
INTEREST EXPENSE	1	LS	4,100.00	4,100.00
CONTINGENCY	1	LS	20,000.00	20,000.00

TOTAL TABLE B				464,288.07
COUNTY'S CONTRIBUTION (TABLE A - TABLE B)				310,603.00