

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: **March 20, 2012**

Consent [X]
Public Hearing []

Regular []

Department: **Water Utilities Department**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to Potable Water and Wastewater Development Agreement (Amendment) with API Cameron Park LLC (Cameron Park WUD 11-542)

Summary: Cameron Park owns property located on the south side of Atlantic Avenue, west of Sims Road. In order to provide the potable water and wastewater concurrency reservations for new developments, the Water Utilities Department (Department) required property owner to enter into a formal Standard Development Agreement (Agreement) with the Department.

Cameron Park entered into a Standard Agreement on December 30, 2005. In accordance with the Agreement, Cameron Park shall design and construct all utility facilities as required by the Department. During the design process the Department required Cameron Park to include a modification of certain existing utility facilities in Atlantic Avenue right-of-way. These modifications were not in the scope of required improvements by Cameron Park. Cameron Park agreed to perform these modifications and requested that the Department pay \$5,000 for the required modifications upon completion of the utility work. The \$5,000 payment is substantially less than what the modifications would have cost the Department if performed as a stand alone project. (WUD Project No. 11-542) District 5 (MJ)

Background and Justification: The Amendment to the Agreement is to facilitate a \$5,000 reimbursement to Cameron Park for certain modifications to existing utility facilities beyond the scope of the Development required improvements.

Attachments:

- 1. Location Map
- 2. Two (2) Original First Amendment

Recommended By:


Department Director

3/8/12
Date

Approved By:


Assistant County Administrator

3-9-12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>\$5,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$5,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Dept. 721 Unit W006 Object 6543

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The expenditure to be funded by Water Utility Department user fees.

C. Department Fiscal Review: Debra M. West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

N. Diaz 3/6/2012
OFMB
3/5/12 3/5/12

Dr. J. Sanchez 3/6/12
Contract Development and Control

This amendment complies with our review requirements.

B. Legal Sufficiency:

[Signature] 3/7/12
Assistant County Attorney

C. Other Department Review:

[Signature]
Department Director

This summary is not to be used as a basis for payment.



Layer Information	
XY (Long,Lat)	XY: -80.1309327,26.4571570
Parcels	Distance: 0 ft
Parcel Number:	00424614000007030
Area(sqft):	574192.23
Acres:	13.18
Owner:	API CAMERON PARK LLC
Location:	5530 ATLANTIC AVE
Mailing:	9200 E PANORAMA CIR STE 400
City:	ENGLEWOOD
State:	CO
Zipcode:	80112
Roads	Distance: 188 ft
SegmentId:	88674
Left Range:	14790 - 14804
Right Range:	14791 - 14803
Street:	Enclave Lakes Dr
L/R Zipcode:	33484/33484
L/R Muni:	UNINCORPORATED/UNINCORPORATED
RESP_AUTH:	PRI
TFARE_ROW:	NA
Speed Limit:	15
Lanes:	2
CFCC:	NA
Commission	Distance: 0 ft
Districts	District: 5

00-42-46-14-00-000-7030
 produced by: myGeoNav



CHARGE #1023 RETURN VIA WILL CALL #133
ATTN: CONTRACT MANAGEMENT
PBC WATER UTILITIES DEPT,
8100 FOREST HILL BLVD, WPB, FL 33413

**FIRST AMENDMENT TO STANDARD POTABLE WATER AND WASTEWATER
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT, made and entered into this _____ day of _____, 201_, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred to as "County," and **API CAMERON PARK, LLC**, a Delaware limited liability company, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, County and Property Owner entered into a Standard Potable Water and Wastewater Development Agreement ("Agreement") on December 30, 2005, and recorded in the Official Records of Palm Beach County, Florida, at Official Records Book 19790, Page 1839; and

WHEREAS, during the design process for the facilities required to serve the Property (as that term is defined in Agreement), County required Property Owner to deactivate and remove an existing 12" water main located in the Atlantic Avenue right-of-way (the "Modifications"); and

WHEREAS, the Modifications are not in the scope of the required improvements for the Property; and

WHEREAS, Property Owner is able to perform the Modifications in conjunction with the construction of the facilities for the Property; and

WHEREAS, Property Owner has agreed to perform the Modifications in exchange for a payment of \$5,000, which is substantially less than the cost to the County if the County were required to perform the Modifications as a stand-alone construction project; and

WHEREAS, County wishes to reimburse Property Owner for the Modifications in the amount of \$5,000.00.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and County hereby covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by specific reference.
2. Section 15 is hereby amended to read as follows:
 15. Additional Conditions:
 - a. The County shall reimburse Property Owner the amount of \$5,000.00 as full compensation for the Modifications. A cost estimate for the Modifications is attached hereto and incorporated herein as Exhibit "A". The County shall make the reimbursement after the completion of the Modifications and acceptance by the County. Property Owner for itself and its successors, assigns, predecessors, affiliated entities, directors, officers, employees, principals, agents and servants, hereby releases, acquits, and forever discharges any and all claims it may have against the County, its departments, divisions, elected officials and employees, for any additional payments or credits related to the Modifications.

3. Section 16 is hereby added to the Agreement, to read as follows:

16. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Property Owner, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

4. All other provisions of the Agreement, dated December 30, 2005, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Property Owner and County have executed or have caused this First Amendment to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this First Amendment.

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

[SEAL]

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Department Director

WITNESSES:

[Signature]
Anne V. Stanford
Type or Print Name

[Signature]
MICHAEL E JOHNSON
Type or Print Name

PROPERTY OWNER:

By: [Signature]
Signature
Senior Vice President
Title
Chris Hughes
Typed or Printed Name

[Corporate
Seal]

STATE OF Georgia
COUNTY White

NOTARY CERTIFICATE

The foregoing instrument was acknowledged before me this 10th day of January,
2012 by _____ He/she is personally known to me or has produced
personally known as identification.

[Signature]
Signature of Notary

Teresa Chambers
Typed, Printed, or Stamped Name
of Notary

Notary Public

Serial Number

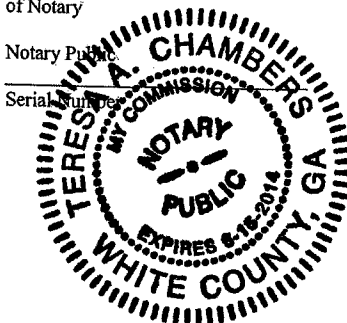


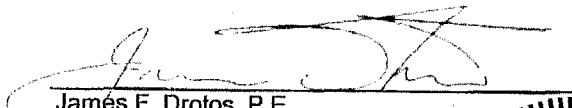
EXHIBIT "A"

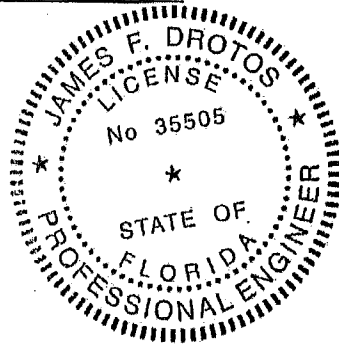
Cameron Park II
SDA Project No. 0813A.00
Watermain Removal - Sims Rd. - Opinion of Probable Cost

<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total</i>
Maintenance of Traffic	1	ea	1,250.00	\$ 1,250.00
Remove & Dispose of Existing Asphalt Pavement	30.0	sy	8.00	\$ 240.00
Roadway Pavement Restoration	30.0	sy	40.00	\$ 1,200.00
Type "F" Curb Replacement	30.0	lf	21.00	\$ 630.00
Existing Type "F" Curb Removal	30.0	lf	6.00	\$ 180.00
Remove & Dispose of Existing 12" DIP Watermain	20	lf	35.00	\$ 700.00
Remove & Dispose of Existing 12" Plug	1	ea	500.00	\$ 500.00
Remove & Dispose of Existing 12" Butterfly Valve	1	ea	300.00	\$ 300.00
			Total	\$ 5,000.00

CERTIFICATION:

I hereby certify that this Opinion of Probable Cost is true and correct to the best of my knowledge and belief.


 James F. Drotos, P.E.
 Florida Registration No. 35505
 10/28/11



LIMITED LIABILITY COMPANY RESOLUTION
(SDA)

I HEREBY CERTIFY that at a meeting of the Members of API Cameron Park LLC a limited liability company existing under the laws of the State of Delaware, held on 9 January 2012 the following resolution was duly passed and adopted and is still in full force and effect:

"RESOLVED, that Chris Hughes, as Senior Vice President of the Limited Liability Company, be and is hereby authorized, empowered and directed to execute the Standard Development Agreement(s) and all necessary related document(s), easement(s), assignment(s), transfer(s), amendment(s), or indemnity agreement(s) thereto pertaining to potable water, wastewater and/or reclaimed water between this Limited Liability Company and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS."

I further certify that said resolution is in conformity with the Limited Liability Company Agreement and there are no provisions in said Limited Liability Company Agreement which limit the power of the Members to enact the foregoing resolution or grant the authority expressed therein.

I further certify that this Limited Liability Company is in good standing with all license fees and income and franchise taxes paid, and no proceeding for the dissolution of this Limited Liability Company is in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of January 2012

2012
By: [Signature]
Signature
VICE PRESIDENT
Title
JAMES B. CURRAN
Typed or Printed Name

NOTARY CERTIFICATE

SWORN TO AND SUBSCRIBED before me this 9th day of January, 2012, by the Vice President of the aforesaid entity, who is personally known to me OR who produced personally known as identification and who did take an oath.

Teresa A Chambers
Signature of Notary

My Commission Expires: 6-15-2014

Teresa A Chambers
Typed, Printed, or Stamped Name of Notary

