

CONTRACT DATA FORM

☐ ADD NEW CONTRACT ☒ CHANGE EXISTING CONTRACT DATA ☐ DELETE CONTRACT FROM SYSTEM

1. Contract number: 94017 1527
(existing contracts only)

2. Vendor Name: City of Titusville
Vendor Address: 555 S. Washington Ave
Titusville, FL 32780
Vendor Number: _____

3. Bus. Area 0021 Cost Center 332001
G/L Act. 5340000 Internal Order _____

4. Plant PR01

5. Storage Location 0660

6. Department Name: Parks and Recreation Administration

7. Contract Description: Sewer Line Agreement - 7275 S. US1, Titusville - Mandy Hammock

8. Name of Contract Monitor: Marsha Cantrell

9. Office Director (Officer of Primary Responsibility): Charles S. Nelson

10. Agency Type ZILA 11. Original Approval Date 08/08/95 12. Renewal Approval _____

13. Contract Amt. a. Payable ☐ b. Revenue ☐ c. N/A ☒

14. Bond Type: _____ 15. Bond Amount: _____

16. Change Order # PROJECT/COMMODITY TITLE
ORIGINAL CONTRACT AMOUNT
COST OF CURRENT CHANGE ORDER

17. Comments: _____

*****DATES*****

18. Contract Term Effective 08/16/94 Expiration 08/15/24

19. TYPES OF INSURANCE:

*****DATES*****

Effective

Expiration

A. Commercial Gen. Liability:

Pending Action: _____

B. Owners/Contractors Liab.:

Pending Action: _____

C. Auto Liability:

Pending Action: _____

D. Workers' Compensation:

Pending Action: _____

E. Builders Risk:

Pending Action: _____

F. Professional Liability:

Pending Action: _____

G. Excess Liab.:

Pending Action: _____

H. Bonds:

Pending Action: _____

I. Environ. Pollution Liab.:

Pending Action: _____

J. Claims Made

(Number of Years)

20. SUBMITTED BY: C. L. Loney

Phone #: 633-2046

DATE: 11/21/01

SEND COMPLETED FORM TO: CONTRACTS ADMINISTRATION

MAIL STOP 83

AGREEMENT TO AMEND SEWER SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 8th day of August, 1995 by and between the City of Titusville and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into an Agreement on August 16, 1994, under Contract # 6101-0-94-017, Classification #R-IGS; and,

WHEREAS, the parties hereto desire to amend Exhibit "C" of said Agreement to modify the Manatee Hammock Rate Calculation for Equivalent Residential Connection;

WHEREAS, all other terms and conditions of the Agreement dated August 16, 1994, shall remain the same;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. That Exhibit "C" of the previous Agreement between the parties be amended as the attached "Revised Exhibit C" indicates, under the terms and conditions otherwise expressed therein.
2. That all the terms and conditions of Contract No. 6101-0-94-017, which is incorporated herein by this reference, not inconsistent with the provisions of this Agreement to Amend Sewer Service Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:

Sandy Crawford
Sandy Crawford, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Nancy N. Higgs
Nancy N. Higgs, Chairman

As Approved by the Board on 8-8-95.

WITNESSES:

Karen J. Rounsavall
Doris L. Davis

BY: CITY OF TITUSVILLE
Thomas A. Hagan

REVISED EXHIBIT "C"

July 25, 1995

Manatee Hammock Rate Calculation for Equivalent Residential Connection

Construction Cost	=	\$258,023.
Line Capacity	=	1268 Units
Use Rate	=	80%
Rate	=	$\frac{\text{Construction Cost}}{(\text{Line Capacity}) (\text{Use Rate})}$
Rate	=	$\frac{\$323.724.}{(1268) (.80)}$
Rate	=	\$320. per unit

I HEREBY CERTIFY THAT THE ABOVE
AND FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

CITY CLERK'S OFFICE

CITY OF TITUSVILLE, FLORIDA

DATE January 26, 1996

6101-0-94-017

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Sandy Crawford
Sandy Crawford, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Nancy N. Higgs
Nancy N. Higgs, Chairman

As Approved by the Board on 8-8-95.

WITNESSES:

Karen J. Rounsavall
Doris L. Davis

BY: CITY OF TITUSVILLE

Thomas R. Manauer

REVISED EXHIBIT "C"

July 25, 1995

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ON FILE IN THIS OFFICE.

CITY CLERK'S OFFICE
CITY OF TITUSVILLE, FLORIDA
DATE August 26, 1996

SEWER SERVICE AGREEMENT

Sandy Crawford Clerk Circuit Court
Recorded and Verified Brevard County, FL
Pgs. 8 # Names 2
Trust Fund 4.50 Fee 33.00
Stamp Dated _____

THIS SEWER SERVICE AGREEMENT ("Agreement"), made and entered into this 16th day of August, 1994; by and between the CITY OF TITUSVILLE, a municipal corporation ("City") and BREVARD COUNTY, FLORIDA ("County") whose mailing address is 2725 St. Johns Street, Melbourne, Florida 32940;

WITNESSETH

WHEREAS, the City, acting through its City Council, in its sole and absolute discretion, may provide sewer service ("Service"), to an out-of-City applicant when it finds:

1. That the demand for service shall not overload or impair substantially the existing system or substantially interfere with the needs of the City's residents; and
2. That it is in the best interest of the City to provide said Service and there is an immediate public health need or demand for such Service; and
3. That the City has the right to establish reasonable conditions as the City deems appropriate as a part of the City's agreement to extend Service to the out-of-City applicant; and

WHEREAS, the County has applied to the City for Service for a park, the legal description being more specifically described in Exhibit "A" which is attached hereto and made a part hereof by reference ("Property"); and

WHEREAS, the parties hereto wish to set forth by this Agreement the conditions, understanding and obligations imposed on each of them in connection with the Service herein requested and furnished.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration passing between the parties hereto, receipt of which is hereby acknowledged, be it agreed and committed as follows:

1. That the foregoing recitals are true and are incorporated herein by reference.
2. That the City will furnish or have available 14,200 gallons of sewer Service per day to the County for the benefit of the Property. Upon the County's request, the City in its discretion may increase or modify the volume of service. The furnishing of sewer service shall be subject to applicable City codes and ordinances, and State and Federal regulations.
3. That this Agreement shall become effective upon execution by both parties hereto and shall remain in effect for thirty (30) years from the date of execution of this agreement. Date of execution is defined as that date which the last party executes the Agreement.

BK 3415 PG 1341

657195

94 AUG 18 PM 2:21

4. That the County will pay all costs of constructing and extending the sanitary sewer system ("System") to the Property.

5. That the County will furnish to the City for the City's written approval the plans and specifications for the extension of the System, together with all appurtenances incidental to such extension, and the County shall not undertake the construction of the System until the City has approved the plans and specifications and shall be subject to such inspections and approvals as are customarily performed by the City in connection with such work.

6. That the County shall pay the applicable costs and charges required by the City's Code of Ordinances prior to Service being furnished to the Property.

7. That the City shall keep the system in good operating condition at the City's expense and maintain, to the best of the City's ability, uninterrupted service to the Property. Such service shall also be in compliance with all applicable laws and in such quantities as provided for in Item 2 above in the course of the development of the Property.

8. That the City will furnish Service at rates applicable or established for users located outside the City limits and in no event will the Property be assessed or otherwise charged more than other property owners similarly situated.

9. That all bills for Service are due and payable upon receipt or within such grace period as may, from time to time, be authorized by City Ordinance or Florida Prompt Payment Act and Service may be terminated as provided in the City's Code or Ordinances applicable to all property owners similarly situated and in no event in violation of law.

10. The City shall have access to such facilities for the purpose of inspection, maintenance, replacement, and repairs for inspections and compliance with the Municipal Code.

11. That the ownership and title to the sewer lines furnishing Service to the Property as described in Exhibit "B", shall be and remain at all times in the City. The internal portion of the system which will be installed by the County within public easement or right-of-way up to the County property or to the point of sewer lateral tap will, by Bill of Sale or other appropriate instrument and free and clear of all liens or claims of lien or other encumbrances, be transferred to the City, at no charge to the City, subject to divestment and reverter if the City is precluded by law from furnishing Service to the Property. The City may tie in such other third-party customers as the City may desire, except that no additional connections to any portion of the System, cost of which was paid by the County shall be permitted if the result of such connection would be to interfere with the ability of the City to furnish to the County the Service provided for in this Agreement. As the County has been required by the City, install the lines or appurtenances thereto which exceed the capacity needed by the County in order to service the Property, the County will pay the material cost difference between the size required by the County and the size

required by the City. If the City makes such excess capacity available to third-party customers, after taking into consideration the present and future needs of the County then, and in such event, the City will, as a condition precedent to permitting such connection, require such third-party users to reimburse the County an equitable portion of the cost of extending the sewer transmission lines and appurtenances. Attached hereto and made a part hereof is a map reflecting the area to be considered for third-party reimbursement. No third-party shall be charged for reimbursement unless it shall derive City service through the use of the line installed by the County. At the time of entering this Agreement, the estimated third party reimbursement shall be \$330.00 per equivalent ERC (Equivalent Residential Connection) as detailed in Exhibit "C". At completion of construction Exhibit "C" shall be modified to reflect specific and actual costs incurred for the project.

12. That the County will comply with all existing City Ordinances, rules and regulations relating to the City's system and all future ordinances, rules and regulations of the City having general application thereto.

13. That this Agreement shall be recorded among the Public Records of Brevard County, Florida, and the costs of recording shall be paid by the County.

14. That the parties hereto will execute such additional instruments as may, from time to time be necessary in order to implement this Agreement and this Agreement shall be binding upon the successors in interest and assigns to the respective parties hereto.

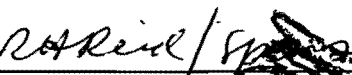
15. That upon expiration of the term of this Agreement, those facilities installed on the public right-of-ways will remain the responsibility of the City and those facilities installed within the park boundaries will remain the responsibility of the County or shall remain with the legal owner of the Property as described in Exhibit "A".


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.


CITY OF TITUSVILLE

Attest:


Karan Rounsavall
City Clerk


Randall Reid, City Manager

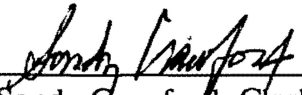
BY: 
Thomas R. Mariani, Mayor



Dwight Severs, City Attorney

BK 347581343

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Attest:


Sandy Crawford, Clerk

BY: 
Truman G. Scarborough, Jr. Chairman

As Approved by the Board on 8-16-94

STATE OF FLORIDA
COUNTY OF BREVARD

This is to certify that the foregoing is a
true and correct copy of Agreement

witness my hand
and official seal this 24th day of

August 19 94

SANDY CRAWFORD

Clerk, Circuit Court

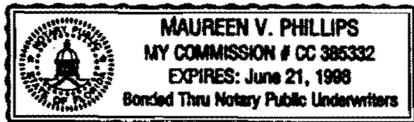
BY E. M. Kelly D.C.

Scott L. Knox, County Attorney

STATE OF FLORIDA
COUNTY OF BREVARD

Before me personally appeared Tom Mariani and Karan J. Rounsavall, Mayor and City Clerk, respectively, of CITY OF TITUSVILLE, to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged to and before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal, this 2nd day of August, 1998.4



(SEAL)

Maureen V. Phillips
Notary Public, State of Florida
at Large

My Commission Expires: 6/21/98

STATE OF FLORIDA
COUNTY OF BREVARD

Before my personally appeared Truman G. Scarborough, Jr., Chairman of the Board of County Commissioners of Brevard County, Florida, to me well known to be the person described in and who executed the foregoing instrument and she acknowledged to and before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal, this 16th day of August, 1993.



(SEAL)

Bernadette S. Talbert
Notary Public, State of Florida
at Large

My Commission Expires:

EXHIBIT "A"

All of George O. Jones Bellewood Lodge Tract according to the "Plat Map of the Bellewood Colony" as recorded in Plat Book 2, Page 117, Public Records of Brevard County, Florida.

AND

A portion of Lot 1 Block 1 Map of Town of Bellewood as recorded in Plat Book 3, Page 25, Public Records of Brevard County, Florida, more particularly described as follows: Commence at the intersection of the North line of the South 100.00 feet of said Lot 1 and the Easterly Right of Way of U.S. No. 1 (S.R.5); thence North 21°54'42" West, along said Easterly Right of Way, 156.66 feet to the Point of Beginning; thence North 44°51'57" East, 104.71 feet; thence South 21°54'42" East, parallel with the aforesaid Easterly Right of Way, 108.11 feet to a point in the centerline of a 25 foot wide State Road Department drainage easement; thence North 55°11'22" East, along said drainage easement centerline, 44.91 feet; thence South 21°54'42" East, parallel with the aforesaid Easterly Right of Way of U.S. No. 1 (S.R. 5), 99.87 feet to the North line of the South 100.00 feet of the aforesaid Lot 1, thence North 68°05'25" East, along said North line of the South 100.00 feet of Lot 1, 544.95 feet; thence North 21°54'42" West, parallel with the aforesaid Easterly Right of Way of U.S. No. 1, 20.0 feet; thence North 68°05'25" East, 50.39 feet; thence North 50°04'52" East, 96.00 feet; thence North 4°57'08" West, 61.36 feet; thence North 71°13'10" East, 72.62 feet to the

North line of the aforesaid Lot 1, Block 1; thence South 89°26'06" West, along said North line of Lot 1, Block 1, 984.63 feet to the Easterly Right of Way of U.S. No. 1 (S.R. 5); thence South 21°54'42" East, along said Easterly Right of Way, 306.10 feet to the Point of Beginning.

Subject to a 25 foot wide State Road Department drainage easement as shown on S.R.D. R/W Map Section 70020-2276 Sheet No. 7. AND Subject to an 8 foot wide water line easement recorded in Official Records Book 2462, Page 2322, of the Public Records of Brevard County, Florida AND Subject to a Florida Power & Light easement recorded in Official Records Book 510, Page 663, of the Public Records of Brevard County, Florida.

UNSUITABLE
FOR
MICROFILM

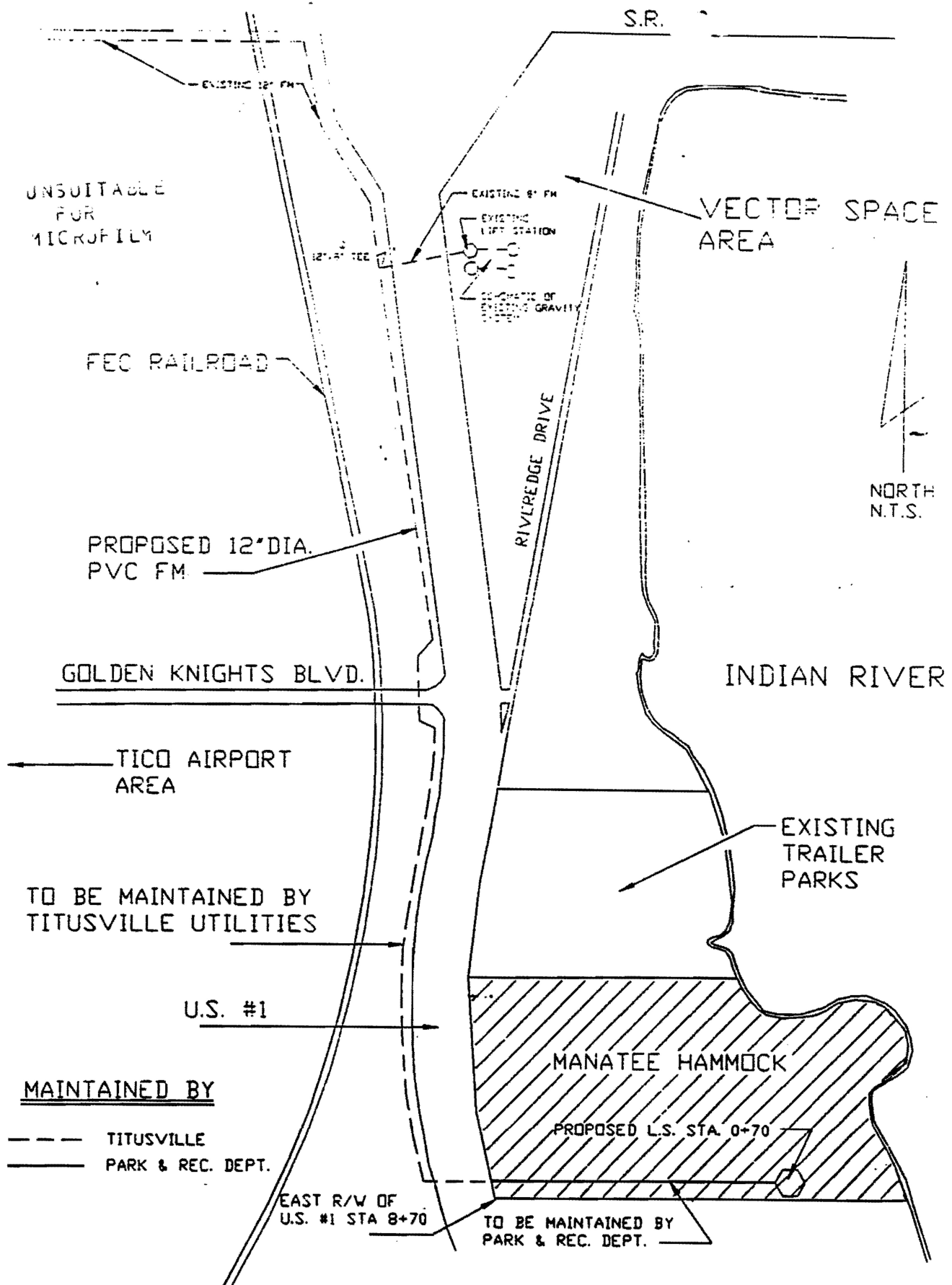


EXHIBIT " B "

EXHIBIT "C"

Manatee Hammock Rate Calculation for Equivalent Residential Connection

Construction Cost	=	\$331,680
Line Capacity	=	1268 units
Use Rate	=	80%
Rate	=	$\frac{\text{Construction Cost}}{(\text{Line Capacity}) (\text{Use Rate})}$
Rate	=	$\frac{\$331,680}{(1268) (.8)}$
Rate	=	\$326.97 per unit (Rounded to \$330 per unit)