

RESOLUTION NO. 166

A RESOLUTION AUTHORIZING AN EXTENSION OF THE SEWER SYSTEM
WITHIN THE CITY OF PARKER.

WHEREAS, the City Council of the City of Parker has determined it is in furtherance of the policies of the City and in the best interest of the health, safety and welfare of the citizens of the City of Parker to extend the collection, disposal and interceptor lines for sewage to serve those properties currently utilizing septic tanks in the Long Point area;

WHEREAS, the City Council of the City of Parker has previously adopted Resolution No. 145 detailing the intention to extend the sewer lines as set forth therein; and

WHEREAS, no written objections to the extension have been filed with the City Council.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF PARKER:

1. The City of Parker shall extend the collection, disposal and interceptor lines of its sewer system into that certain area of the City known as Long Point more particularly described in Job No. 7909, File No. E 1294, of Buchanan & Harper, Inc., on file in the office of the City Clerk of the City of Parker, the description of which is incorporated herein by reference.

2. The exact plans and specifications of the expansion are more particularly set forth in the project drawings and specifications of BCM Engineers Inc. comprising BCM Project No. 05-2008-29 on file in the office of the City Clerk of the City of Parker, all of which are incorporated herein by reference.

3. The lowest and best bidder for the project is LSLT Churchwell. The cost of construction and other incidental costs should be approximately \$153,595.15.

4. The City of Parker shall borrow the funds from and/or issue or cause to be issued bonds pursuant to and in connection with the Military Point Advanced Wastewater Treatment Facility Interlocal Agreement by and among the Cities of Parker, Callaway, and Springfield, the Town of Cedar Grove and Bay County, Florida filed with the Clerk of the Court of Bay County, Florida, on October 23, 1996, including exhibits thereto and documents referred to therein, a copy of which is on file in the office of the City Clerk of the City of Parker, and, to the extent appropriate and applicable, is incorporated herein by reference.

5. The City of Parker, by and through its designated and authorized agents, employees, Mayor and City Council members, has and intends to exercise any and all powers granted pursuant to law, including but not limited to those set forth in Chapters 166 and 180 of the Florida Statutes, as may be amended or superseded. Such powers may include but are not limited to contracting, borrowing money, acquiring easements or other interests in real property and exercising the power of eminent domain.

6. This Resolution shall take effect immediately upon its passage.

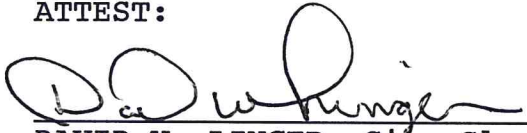
PASSED, APPROVED AND ADOPTED by the City Council of the City
of Parker, Florida, on this 15th day of April, 1997.

CITY OF PARKER



BRENDA G. HENDRICKS, Mayor

ATTEST:



DAVID W. LINGER, City Clerk

AN INTERLOCAL AGREEMENT AUTHORIZING THE COUNTY TO INCUR DEBT
TO FINANCE THE CONSTRUCTION OF CERTAIN SYSTEM IMPROVEMENTS

WHEREAS, Bay County and the cities of Parker, Springfield, Callaway and the Town of Cedar Grove entered into an Interlocal Agreement dated August 12, 1980, as amended and restated on January 15, 1991, (the "Original Interlocal Agreement") in which the parties agreed to the financing, construction and operation of a wastewater system that collects and then treats wastewater (the "System");

WHEREAS, the parties adopted a joint Resolution on December 16, 1992, in which the parties created the Wastewater Systems Board to provide advice to the cities and Bay County concerning the improvement and expansion of the System;

WHEREAS, the parties entered into Interlocal Agreements dated February 2, 1994, and August 23, 1994, providing for the payment of engineering costs to (i) design improvements for the Cherry Street Wastewater Treatment Plant (the "Cherry Street Plant") and to (ii) design improvements to and replacements for the North-South and East-West 24 inch sewer lines to reduce the inflow and infiltration problem, respectively (the "Design Improvement Interlocals");

WHEREAS, the parties to the Original Interlocal Agreement approved an Interlocal Agreement Establishing Certain Principles to Govern The Future Operation and Expansion of the Sewer System dated August 23, 1994, that provided, in part, the goals of making improvements to the Cherry Street Plant and the segregation, if economically feasible, of each party's sewer flow;

WHEREAS, there exists an immediate need to construct certain improvements to and replacements for the Cherry Street Plant, the North-South and East-West 24 inch sewer lines located in the City of Springfield to improve treatment efficiency and to reduce inflow and infiltration problems, and new gravity lines, lift stations and force mains for the City of Parker (collectively the "Projects" and individually, the "Project");

WHEREAS, this Interlocal Agreement authorizes the County to incur debt to obtain the necessary funds to construct the Projects and obligates each party to pay for its proportionate share of such debt;

WHEREAS, the parties intend in the future to enter into a new interlocal agreement that shall include provisions that (i) incorporate the terms of this Interlocal Agreement, (ii) provide for the refinancing of the original System debt (approximately \$5,848,000), (iii) provide for financing of the flow segregation Projects (approximately \$3,285,800), (iv) provide for financing of the existing lift station upgrade Projects (approximately

\$750,000), (v) provide for the financing of certain improvements to the retail collection sewer systems as may be requested by the parties, and (vi) provide for the financing of additional System improvements including additional sewer treatment capacity; provided, however, this Interlocal Agreement establishes the obligation of the parties to repay the debt to be incurred by the County as described above until such debt is satisfied, regardless of whether or not such future interlocal agreement is ever entered into.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereafter expressed, the parties hereto agree as follows:

1. Description of Projects. The Projects to be constructed are as follows:

a. *Cherry Street Plant Improvement Project ("Plant").* This Project includes a new treatment plant headworks for preliminary treatment, a new sludge pumping system, a new aeration system for the sludge digesters, a new sludge dewatering system, and a new flow meter assembly and is more specifically described on Project Drawing No. 06222.02, prepared by Baskerville-Donovan, Inc., (the "System Engineer"). The estimated total cost for the Project (construction, engineering and contingency) is \$1,875,000.

b. *North-South 24 Inch Line Project No. 1 ("N-S 1").* The County and the System Engineer shall design the repair or replacement, as appropriate, for this Project, which includes the repair of approximately 3,000 ft. of a 24 inch sewer line located within the City of Springfield and lying immediately north of Highway 22. The System Engineer anticipates that the repair will be accomplished by utilizing the Insituform or equal methodology, and the System Engineer will prepare the bid specifications. The estimated total cost (construction, engineering and contingency) for the Project is \$493,605.

c. *North-South 24 Inch Line Project No. 2 ("N-S 2").* The County and the System Engineer shall design the repair or replacement, as appropriate, for this Project, which includes the construction of a lift station and a 15 inch force main located within the City of Springfield and lying immediately south of Highway 22 and then connecting into the S-3 Pumping Station. The System Engineer will prepare the bid specifications, and the estimated total cost of the Project (construction, engineering and contingency) is \$373,454.

d. *East-West 24 Inch Line Project No. 3 ("E-W 3")*. The County and the System Engineer shall design the repair or replacement, as appropriate, for this Project, which includes the construction of an 8 inch gravity sewer, lift station and force main to serve the City of Springfield and is located within the City of Springfield on Cherry Street between Bob Little Road and Bayou Avenue. The System Engineer will prepare the bid specifications, and the estimated total cost of the Project (construction, engineering and contingency) is \$280,406.

e. *East-West 24 Inch Line Project No. 4 ("E-W 4")*. The County and the System Engineer shall design the repair or replacement, as appropriate, for this Project, which includes the construction of a 24 inch force main to serve the cities of Parker and Callaway and is located within the City of Springfield on Cherry Street between Bob Little Road and Bayou Avenue. The System Engineer will prepare the bid specifications, and the estimated total cost of the Project (construction, engineering and contingency) is \$292,008.

f. *Parker Collection System Expansion Project ("Parker")*. This Project includes the construction of new gravity lines, lift stations and force mains to expand the City of Parker's sewage collection system in the Longpoint area and an evaluation of the existing Parker sewage collection system to identify the location and extent of infiltration and inflow problems so that informed decisions can be made on which areas of the Parker sewer collection system may be in need of repair. The City of Parker and its engineer will be responsible for all aspects of this Project, including design, preparation of bid specifications, contract award, and construction management, and the estimated total cost of the Project (construction, engineering and contingency) is \$354,000.

2. Authorization to Incur Debt. The County is authorized to borrow the necessary funds to pay for the Projects and the costs incurred in such borrowing, and the parties agree to pay their proportionate shares of the debt as provided in Paragraphs 4 and 5 herein. The County shall exercise its best efforts to obtain such funds, and the County anticipates securing a short term one year loan within the next 60 days and then issuing long term bonds to pay off the short term loan and to finance the Projects. The costs incurred in obtaining such loan and in issuing such bonds and the interest rate established within such loans or bonds shall be commercially reasonable. The County will exercise its best efforts to secure a short term loan that provides for borrowing, from time to time, the funds necessary to pay Project invoices and that

provides for interest and principal payments to be made only upon the refinancing of the short term loan.

3. Authorization to Award Construction Contract to Construct Projects. As to Projects identified in Paragraph 1(a) through 1(e) above, inclusive, upon certification by the County to each party that sufficient funds have been borrowed and that the lowest and most responsive bid for each Project is within 110% of the total cost estimate of such Project, the County is authorized to enter into contracts to construct such Project or Projects.

4. Obligation to Repay Debt. The parties agree to pay, on a monthly basis, the following prorata shares of the monthly total debt service obligations incurred by the County for each Project as authorized in paragraph 2 above:

Party	Percentage Debt Service Obligation by Project					
	Plant ¹	N-S 1 ²	N-S 2 ³	E-W 3 ⁴	E-W 4 ⁵	Parker ⁶
Callaway	42.21%	14.32%	9.06%	0.00%	80.20%	0.00%
Cedar Grove	6.28%	15.09%	9.54%	0.00%	0.00%	0.00%
Parker	16.51%	0.00%	0.00%	0.00%	19.80%	100.00%
Springfield	25.00%	53.81%	70.79%	100.00%	0.00%	0.00%
Bay County	10.00%	16.78%	10.61%	0.00%	0.00%	0.00%

5. Parker Collection System Expansion. The City of Parker has requested the County to borrow an additional \$354,000 for the purposes identified in Paragraph 1(f), above. The City of Parker shall select an engineer to conduct the evaluation study and the City of Parker shall award contracts to the lowest and best bidder to complete the identified construction. Upon receipt of the certification from the City of Parker to Harold Bazzel, ex officio clerk and auditor of the County Commission, that an invoice should be paid that has been incurred pursuant to one of the authorized contracts, the Clerk may request additional documentation

¹ Percentages are based on the capacity allocations of the parties

² Percentages are based on current flow through the sewer line

³ Percentages are based on current flow through the sewer line plus the cost for Springfield to provide future expansion

⁴ Percentage is based on providing a replacement gravity line for the use of Springfield

⁵ Percentages are based on providing a replacement force main for the use of the cities of Callaway and Parker

⁶ Percentage is based on the use of the improvements by Parker

concerning the request to pay the invoice as he deems necessary and, after receipt of the certification and any requested additional documentation, the Clerk shall release such funds as are necessary to satisfy the invoice. In no event shall any obligation of the Clerk or the County exist to provide more funds to the City of Parker than the amount borrowed for this Project (\$354,000).

6. Payment to County. The parties agree to pay their prorata shares of the monthly total debt service obligations incurred by the County on or before the fifteenth day of each month, after the County has provided a statement of the monthly total debt service obligation by the first day of the month.

7. Prior Agreements. It is the intent of the parties that this Interlocal Agreement supersede the Design Improvement Interlocals to the extent of any inconsistency regarding the division and payment of the costs for the Projects identified herein.

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

Attest:

BAY COUNTY, FLORIDA,
acting by and through its
Board of County
Commissioners

Harold Boyzel
Clerk *BY: Bruce W. Wooten*
D.C.

Carol Alkman
Chairman
Date approved 10-18-94

Attest:

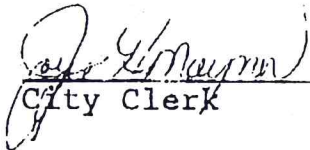
CITY OF CALLAWAY, a
municipal corporation
acting by and through its
City Commission


Spencer D. Gurnea
City Clerk

Hubert L. Rodgers
Mayor
Date approved 10-11-94

Attest:

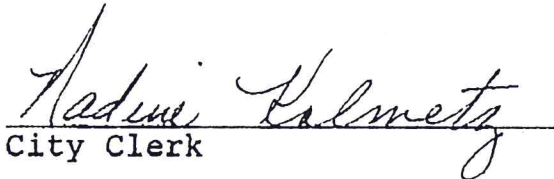
CITY OF SPRINGFIELD, a
municipal corporation
acting by and through its
City Commission



City Clerk


Mayor
Date approved 9-27-94

Attest:

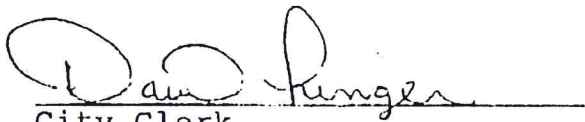
TOWN OF CEDAR GROVE, a
municipal corporation
acting by and through its
City Commission

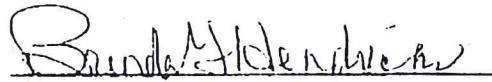

City Clerk


Mayor
Date approved 10-12-94

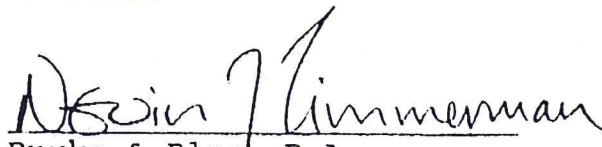
Attest:

CITY OF PARKER, a
municipal corporation
acting by and through its
City Commission



City Clerk


Mayor
Date approved 10-4-94

Approved as to correctness
of form:


Burke & Blue, P.A.
Attorneys for Bay County

Reviewed for budgetary
implications:


Mary Dayton
County Budget Officer