

RESOLUTION NO. 00-208

A RESOLUTION AUTHORIZING LEGAL SERVICES IN CONNECTION WITH THE A LOAN/GRANT RELATING TO THE INSTALLATION OF AN 8 INCH WATER LINE ALONG TYNDALL PARKWAY AND PROVIDING AN EFFECTIVE DATE.

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 construct an 8 inch water line along Tyndall Parkway ("Line");

WHEREAS, in furtherance of the construction of the Line, the City Council desires to obtain a loan/grant from the United States of America, Rural Development ("Rural"); and

WHEREAS, the City desires to officially authorize and evidence its agreement with the City Attorney and Bond Counsel for attorneys' fees and costs relating to the Line and the loan/grant from Rural.

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

1. The City of Parker hereby agrees to employ the City Attorney and Bond Counsel and to pay attorneys' fees and costs relating to the Line and the loan/grant from Rural under such terms and conditions as are substantially in accordance with those set forth on Exhibit "A" attached hereto.

2. The Mayor is hereby authorized and directed to sign the any document to effectuate the purposes of this Resolution, including but not limited to the Legal Services Agreement attached hereto.

3. 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 February, 2000.

CITY OF PARKER


BRENDA G. HENDRICKS, Mayor

ATTEST:


DAVID W. LINGER, City Clerk

EXHIBIT "A"

~~said statutes and to perform all other customary legal services necessary to the organization,~~
financing, construction, and initial operation of
an 8-inch water line along Tyndall ("system");
Parkway

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

~~1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to become duly organized and incorporated and to be authorized to undertake the proposed system.~~

1.2. Furnish advice and assistance to the governing body of the duly incorporated association in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction, and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Rural Utilities Service, U. S. Department of Agriculture; (g) entering into construction contracts; (h) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.

~~Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.~~

2. ~~4.~~ Preparation, negotiation, or review of contract with a city or other source of water supply when necessary.
3. ~~5.~~ Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply, pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; ~~rendering title opinions with reference thereto;~~ and providing for the recordation thereof.
4. ~~6.~~ Obtain necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.
5. ~~7.~~ Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.
6. ~~8.~~ When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. The attorney shall pay all bond counsel in perfecting the financing aspects, e.g., assessment procedures and completion of documents. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

SECTION B - COMPENSATION

1. Owners will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

See attached Exhibit "A"

Said fees to be payable in the following manner and at the following times:

City attorneys' fees and costs payable monthly. Bond counsel
fees and costs payable at closing on bonds and the interim financing,
if applicable.

~~SECTION CXXOTHEX PROVISIONS~~

~~1. That upon organization and incorporation the association shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual owners as a party to this Agreement, and that the owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.~~

~~2. That upon organization and incorporation should the association fail or refuse to adopt and ratify this Agreement by appropriate resolution within _____ days from the date of the commencement of its legal existence, this Agreement shall terminate and Owners shall be liable to the Attorney for payment of \$ _____, which sum represents payment in full for the organization and incorporation of the association and for all other legal services rendered to Owners under the terms of this Agreement to the date of said termination.~~

Attorney: HARMON & SLOAN, P.A.

Attorney: BRYANT, MILLER & OLIVE
P./

Timothy J. Sloan, Esq.

Randall W. Hanna

Owners: CITY OF PARKER

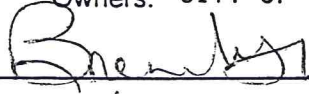


EXHIBIT "A"

Past attorneys' fees and costs relating to the Longpoint Sewer Expansion project and attorneys' fees and costs for services outside the scope of this agreement shall be paid in accordance with the attached Professional Services Agreement between Owner and Harmon & Sloan, P.A. Future attorneys' fees for services under this agreement and costs are also covered under the attached Professional Services Agreement; however, such amount shall not exceed \$15,000.00, plus one-half (1/2) of one percent (1%) of the amount in excess of \$1,000,000.00 (currently estimated to total \$16,000.00), plus out-of-pocket costs (excluding fees and costs for title opinions and fees for the issuance of title insurance).

Fees for Bond Counsel shall be \$5,000.00 plus \$2.00 per \$1,000.00 of the amount bonded (currently estimated to total \$7,400.00), plus out-of-pocket costs. In addition, Bond Counsel shall charge one-half (1/2) of the aforementioned Bond Counsel fee for any interim financing or related work.