



Interoffice Memorandum

August 27, 2018

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

A handwritten signature in black ink, appearing to read "R. Hanson", is written over the "FROM" line.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
September 11, 2018 BCC Meeting
Second Amendment to the Utility Line Construction
Reimbursement Agreement for Hamlin Groves Trail Extension
Contact Person: Andres Salcedo, P. E.
Assistant Director, Utilities Department
407-254-9719**

On April 7, 2015, the County and SLF IV/Boyd Horizon West JV, LLC (the "Developer") entered into the Utility Line Construction Reimbursement Agreement for Hamlin Groves Trail Extension (the "Agreement"). In the First Amendment to the Agreement (the "First Amendment"), effective November 29, 2016, the parties expanded the scope of the Agreement to include the construction of a water booster pump station and associated water main to provide higher water pressures to the Developer's project and other new developments west of SR 429.

The County received a recommendation of award from the Developer for the construction of the booster pump station and related mains, which exceeds the estimated amount previously approved under the First Amendment. Utilities Department staff requests that the County total payment obligation amount be increased by \$735,000, which includes the increased cost of the water booster pump station and associated water mains in addition to a 5% contingency of the submitted construction cost of \$2,179,680.61 and a 5% contingency of the \$3,232,583.95 construction cost for the Phase 2 of the utility work described under the Agreement, as amended by the First Amendment.

The County Attorney's Office staff reviewed the second amendment and finds it acceptable. Utilities Department staff recommends approval.

Action Requested: Approval and execution of Second Amendment to Utility Line Construction Reimbursement Agreement for Hamlin Groves Trail Extension by and between Orange County and SLF IV/Boyd Horizon West JV, LLC to increase the County's maximum cost obligation by \$735,000.

District 1.

BCC Mtg. Date: September 11, 2018

**SECOND AMENDMENT TO
UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT
FOR HAMLIN GROVES TRAIL EXTENSION**

THIS SECOND AMENDMENT TO UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT FOR HAMLIN GROVES TRAIL EXTENSION (the “**Second Amendment**”) is made and entered into as of the latest date of execution below by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (the “**COUNTY**”) whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, and **SLF IV/Boyd Horizon West JV, LLC**, a Delaware limited liability company (the “**OWNER**”) whose address is 7586 West Sand Lake Road, Orlando, FL 32819. Hereinafter, the **COUNTY** and the **OWNER** may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, the Parties entered into that certain Utility Line Construction Reimbursement Agreement for Hamlin Groves Trail Extension, including Exhibits A through D, approved by the Orange County Board of County Commissioners on April 7, 2015 (the “**Original Agreement**”); and

WHEREAS, the Parties entered into that certain First Amendment to Utility Line Construction Reimbursement Agreement for Hamlin Groves Trail Extension on November 29, 2016 (the “**First Amendment**”), adding a water booster pump station to the County Utility Work as defined in the First Amendment and Original Agreement; and

WHEREAS, the **COUNTY** has determined that additional funds are needed to cover the construction cost of the water booster pump station, and desire to amend the Original Agreement to increase the County’s Maximum Cost Obligation.

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt of which is acknowledged by the Parties, the Parties, each intending to be legally bound, agree as follows:

SECTION 1. RECITALS; DEFINED TERMS. The above recitals are true and correct, and form a material part of this Second Amendment. Capitalized terms used herein shall

have the meanings ascribed to them in the Original Agreement, as amended by the First Amendment and this Second Amendment.

SECTION 2. INCREASE TO COUNTY MAXIMUM COST OBLIGATION. The COUNTY's Maximum Cost Obligation is hereby increased by \$735,000.00, from \$6,344,055.61 to \$7,079,055.61.

SECTION 3. RATIFICATION OF AGREEMENT TERMS. Other than as amended by this Second Amendment, the Original Agreement, as amended by the First Amendment, remains in full force and effect in accordance with its terms and is hereby ratified in all respects.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed as of the dates indicated below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 9.11.18

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk
Print: Katie Smith

WITNESSES:

SLF IV/BOYD HORIZON WEST JV, LLC,
a Delaware limited liability company

By: Boyd Horizon West, LLC, a Florida
limited liability company, Managing
Member

T.S. Schwab

Print Name: T.S. Schwab

By: *Scott T. Boyd*
Scott T. Boyd, Manager

Date: 8/21/18

Penny Nunes

Print Name: Penny Nunes

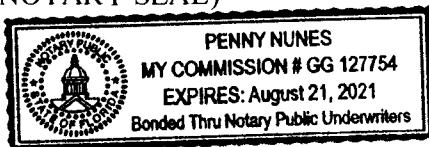
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Scott T. Boyd, Manager of Boyd Horizon West, LLC, a Florida limited liability company, Managing Member of SLF IV/BOYD HORIZON WEST JV, LLC, a Delaware limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 21st day of August, 2018. He/she ☒ is personally known to me or ☐ has produced 21A as identification and did/did not take an oath.

21st WITNESS my hand and official seal in the County and State last aforesaid this day of August, 2018

(NOTARY SEAL)



Penny Nunes
Notary Public
Print Name: Penny Nunes
My Commission Expires: _____