

RESOLUTION NO. 2017-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING THE COUNTY UTILITIES DIRECTOR, ON BEHALF OF THE INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS TO EXECUTE CERTAIN AGREEMENTS RELATING TO THE TIMING OF ACCEPTANCE OF WATER AND/OR SEWER SYSTEMS IN CERTAIN TYPES OF PHASED DEVELOPMENTS.

WHEREAS, there are instances in certain types of phased developments in which the County desires to accept for ownership and maintenance of water and sewer utilities within a particular phase of development while leaving a portion of the water and/or sewer utilities on other portions of the property still under development within the responsibility of the developer; and

WHEREAS, in such instances the County desires the developer to confirm responsibility for maintaining, repairing and owning those portions of the water and/or sewer utilities on other portions of the property still under development; and

WHEREAS, in such instances, the County also desires to maintain the right to enter onto the developer's private property in order to respond, if necessary, to a broken or defective utility line, with the developer agreeing to pay for the costs of such response; and

WHEREAS, the Board desires that the Utilities Director enter into such agreements consistent with the agreement attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA THAT:

1. The above-recitals are affirmed;
2. The Indian River County Board of County Commissioners (the "Board") hereby specifically delegates to the County Utilities Director, the authority to execute agreements on behalf of the Board in substantially the form attached hereto, and provided that all such agreements contain the signature of the County Attorney, or his designee, approving such documents as to form and legal sufficiency.
3. The Board also ratifies previous agreements entered into by the County Utilities Director that satisfy these requirements.

The foregoing Resolution was offered by Commissioner _____ and seconded by Commissioner _____, and, upon being put to a vote, the vote was as follows:

Chairman Joseph E. Flescher	_____
Vice Chairman Peter D. O'Bryan	_____
Commissioner Susan Adams	_____
Commissioner Tim Zorc	_____
Commissioner Bob Solari	_____

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The Chairman thereupon declared the Resolution duly passed and adopted this ___ day of February, 2017.

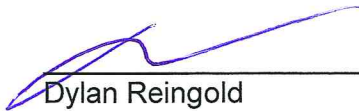
Attest: Jeffrey R. Smith, Clerk of
Court and Comptroller

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Joseph E. Flescher, Chairman

Approved as to form and legal
sufficiency:



Dylan Reingold
County Attorney

**MEMORANDUM OF UNDERSTANDING
FOR CERTAIN PHASED DEVELOPMENTS BETWEEN**

DEVELOPER

AND

INDIAN RIVER COUNTY, FLORIDA

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between _____, a Florida _____, its successors and assigns, ("Developer") and Indian River County, Florida, a political subdivision of the State of Florida, ("County").

Recitals

WHEREAS, Developer is in the process of developing a development known as _____ ("Name of Development") in Indian River County; and

WHEREAS, the County has agreed to permit _____ [description of individual project] in [Name of Development] prior to the Developer's conveyance of the water and sewer systems to the County, subject to the terms and conditions of this Memorandum of Understanding;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Developer and County hereby agree as follows:

1. The foregoing recitals are true and incorporated as if fully restated herein.
2. Developer agrees that all offsite and onsite water and sewer utilities which serve the [Name of Development] are and will remain privately owned and maintained by Developer until the offsite and onsite water and sewer utilities are completed pursuant to Utility Construction Permit _____; are dedicated to Indian River County by a bill of sale; and are accepted by the County Utilities Department and proper security has been posted for the one-year warranty. Until such time as these offsite and onsite utilities (under UCP _____) are dedicated to the County and accepted by the County Utilities Department, and acceptable warranty security has been posted with the County, Developer shall be responsible for any and all maintenance and repairs which may be required.
3. Developer agrees that the one-year warranty period for all onsite and offsite water and sewer utilities for the [Name of Development] (under UCP _____) will commence from the effective date of the Bill of Sale.

EXHIBIT "A"

4. The Developer hereby designates the following person who may be contacted any time, seven days a week, 24 hours a day, if any water or sewer system emergencies arise prior to conveyance of the utilities to, and acceptance by, the County:

Name: _____
Title: _____
Address: _____

Phone Number: _____
Email Address _____

5. Developer acknowledges that the County shall have no responsibility for maintenance, repairs or ownership of the offsite and onsite water and sewer utilities until such time as the offsite and onsite utilities are dedicated to the County (acceptable warranty security is provided) and accepted by the County Utilities Department.
6. This Memorandum of Understanding shall terminate upon dedication of the offsite and onsite utilities by bill of sale to, and acceptance by, the County, together with the posting of acceptable warranty security.
7. If the [Name of Development] is transferred by the Developer, Developer acknowledges that this Memorandum of Understanding will be preserved and recited in any document transferring title to Developer's successors and/or assigns.
8. In the event of the need to respond to broken or defective utility lines to protect the public interest, health, safety and welfare, the County shall have the right to respond should the Developer fail to immediately cure pursuant to paragraphs 2 and 5 above, and County shall have the right to resort to any and all legal remedies to recover its costs associated with such response. Further, Developer gives permission to County, County's contractors and subcontractors to enter on the [Name of the Development] for purposes of any emergency response to cure.

Signed in the presence of
the following witnesses:

Developer

sign: _____
print: _____

By: _____
Print Name
Position/Title

sign: _____
print: _____

Date: _____

Signed in the presence of
the following witnesses:

INDIAN RIVER COUNTY, FLORIDA

sign: _____

By: _____

print: _____

Authority: Resolution No. 2017-_____

sign: _____

Date: _____

print: _____

Approved as to form and
legal sufficiency:

Dylan Reingold
County Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me this ____ day of _____, 20__, by
_____, the _____ of
_____, a Florida _____, who executed on behalf of and
with the full authority of said entity, and who is either personally known to me or produced
_____ (driver's license or passport) as identification.

NOTARY:

signature: _____

(stamped seal with printed name, commission
number and commission expiration date)

SEAL:

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing was acknowledged before me this ____ day of _____, 20__, by _____, the Utility Services Director of Indian River County, Florida, a political subdivision of the State of Florida, who executed on behalf of and with the authority of the Indian River County Board of County Commissioners and who is personally known to me.

NOTARY:

signature: _____

(stamped seal with printed name, commission number and commission expiration date)

SEAL: