

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20030005-UTL

1. REQUESTED MOTION:

ACTION REQUESTED:

1) Approve construction of one 8" diameter Master Meter and an off-site force main extension serving **Cypress Point**; and, 2) authorize the Chairman, on behalf of the BOCC, to sign a Cost-sharing Agreement between Lee County Board of County Commissioners and Watermen of Cypress Point LLC. for over sizing improvements to the proposed off-site force main. This is a Developer contributed asset and the project is located on the west side of Six-Mile Cypress Parkway approximately 1 mile north of Daniels Parkway. The Developer has agreed to proceed with construction of the up-sized force main to be located on the west of Six Mile Cypress Parkway allowing reimbursement for a not-to-exceed amount of \$19,550.40 for the upsized portion of the force main extension.

WHY ACTION IS NECESSARY:

To provide potable water service, fire protection and sanitary sewer service to this proposed 212-unit multi-family residential development.

WHAT ACTION ACCOMPLISHES:

Provides adequate utility infrastructure to support development of the subject property and provides sanitary sewer service for additional undeveloped properties located on the west side Six Mile Cypress Parkway and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY: 10 - UTILITIES
COMMISSION DISTRICT #: 2

CIOE

3. MEETING DATE:

03-11-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: _____

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE _____
 - ORDINANCE _____
 - ADMIN. CODE _____
 - OTHER Approve Construction;
Cost-Sharing Agmt

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: _____
- B. DEPARTMENT: Lee County - Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, Utilities Director

DATE: 2/20/03

7. BACKGROUND:

The Letter of intent has been received.

The review fee has been paid.

The plans have been reviewed for conformance to the Lee County Utilities Operations Manual.

The Master Plan for LCU sewage force main transmission lines in South Fort Myers indicates that Lee County Utilities will provide a sewage force main on the west side of Six Mile Cypress Parkway, to provide service to the area between

(CONT'D.)

MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
J. Lavender Date: 2-24-03	[Signature] Date: 2/24	N/A Date:	T. Osterhout Date: 2-20	D. Owen Date: 2/25/03	[Signature] 2/26/03	[Signature] 2/26/03	[Signature] 2/26/03	[Signature] 2/26/03	J. Lavender Date: 2-24-03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN. [Signature]
2-25-03
4:30
COUNTY ADMIN.
FORWARDED TO:
2/26 12:00

REC'D.
BY CO. ATT.
2-25-03
1:00 PM
CO. ATT. [Signature]
FORWARDED TO:
DUCE
3:00 PM

Daniels Parkway north to Penzance Road. The preliminary design for this line was completed in 1989, but because of an insufficient customer base at the time, the line was not then constructed. Lee County Utilities now recommends Lee County construct the sewage force main. The Developer agrees to construct said improvements with reimbursement from Lee County Utilities.

The Developer proposed to construct a 4" diameter force main with all related appurtenances to the north from the proposed on-site pump station along Six Mile Cypress Parkway to connect to the existing force main located on the south side of Penzance Road, and based on Cypress Point's anticipated flow, staff agrees that Cypress Point would only require a 4" diameter force main. However, due to the limited area within the right-of-way of Six Mile Cypress Parkway to construct a parallel main in the future, one by Cypress Point and one by Lee County Utilities, to provide sanitary sewer service to other properties in the area, Lee County Utilities proposes to pay to upsize a portion (or approximately 3,700'± of the 4" diameter force main) to 6" diameter for an estimated N-T-E cost of \$19,550.40.

Lee County Utilities agrees to reimburse Cypress Point for the additional engineering, design, and permitting costs directly related to the improvements requested by Lee County Utilities including a 15% contingency for an estimated cost of \$19,550.40

This not-to-exceed cost of \$19,550.40 is the calculated portion of the project, which is a Lee County Utilities capital cost, not attributable to this development, (see attached cost estimate).

Lee County Utilities shall reimburse Cypress Point within Sixty (60) days of final acceptance of the force main by the Board of County Commissioners.

Funds are available in Account No. 20720848713.506540

Sewer Transmission System Improvements.

The project is to construct approximately 60' of 10" diameter water main, one 8" diameter Master Meter, 2,620'± of 4" and 3,700'± of 6" diameter force main with all related fittings.

The developer has elected to construct privately owned and maintained on-site water and sewer systems.

Water service will be achieved by connecting to existing infrastructure located within the right-of-way of Six-Mile Cypress Parkway.

Sanitary sewer service will be achieved by the offsite force main extension that will connect to existing infrastructure located within the right-of-way of Penzance Road

50% of the connection fees have been paid.

Project Location Map---copy attached.

No funds required.

SECTIONS 17 TOWNSHIP 45S RANGE 25E DISTRICT # 2 COMMISSIONER ST. CERNY

Attachments: 3 Originals (which include cost estimate)

◆◆◆

AGREEMENT

LEE COUNTY CONTRACT NO. _____

This Agreement is made and entered into this ____ day of _____, 2003, between **WATERMEN AT CYPRESS POINT LLC**, Developer, hereinafter referred to as **CYPRESS POINT**, and the **LEE COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as "LEE COUNTY", collectively, "the Parties".

Whereas, LEE COUNTY currently has a regional sanitary disposal system known as the Lee County Utilities Sewer System; and,

Whereas, CYPRESS POINT is desirous of connecting to said System to ensure the safe and efficient disposal of wastewater; and,

Whereas, the South Fort Myers Sewer System has sufficient capacity to treat the sewage to be generated by CYPRESS POINT; and,

Whereas, the Master Plan for the Department of Lee County Utilities' sewage force mains in South Fort Myers indicates that Lee County Utilities will provide a sewage force main within the right-of-way of Six Mile Cypress Parkway; and,

Whereas, the preliminary design for this force main was completed in 1989, however, because of insufficient customer base at the time, the force main was not constructed; and,

Whereas, Lee County Utilities is now recommending construction of a sewage force main extension from approximately one mile north of Daniels Parkway along Six Mile Cypress Parkway north to Penzance Road in order to provide sanitary sewer service to this area; and,

Whereas, CYPRESS POINT agrees to construct said force main with reimbursement from Lee County Utilities for the upsizing from 4" to 6" in diameter which is expected not-to-exceed \$19,550.40; and,

Whereas, CYPRESS POINT has proposed to construct approximately 6,320'± of 4" diameter sewage force main with all related appurtenances along the west side of Six Mile Cypress Parkway to the south side of Penzance Road; and,

Whereas, based on CYPRESS POINT'S anticipated flow, County staff agrees that CYPRESS POINT only requires a 4" diameter main; however, to minimize the number of small diameter lines within the road rights-of-way and to provide sanitary sewer service to other properties in the area, Lee County Utilities proposes to pay to upsize 3,700' of this 4" diameter line to 6" diameter; and,

Whereas, Lee County Utilities' policy is to request that developers oversize certain utility mains under construction to accommodate anticipated flows at build-out of the area, with the County paying the oversizing costs by cash reimbursements; and,

Whereas, this "upsizing" policy is in accordance with the Lee County Utilities Operation Manual; and,

Whereas, Lee County Utilities proposes construction of an 6" main to handle flows at build-out; and,

Whereas, CYPRESS POINT, by this Agreement, will proceed with the construction of a 6" diameter sewer main with LEE COUNTY reimbursing not-to-exceed \$3.94 per linear foot for upsizing, and all related appurtenances. This not-to-exceed \$19,550.40 is the calculated portion of the project, which is a LEE COUNTY capital cost not attributable to this development. (See attached Cost Estimate).

NOW THEREFORE, it is hereby agreed between the Parties as follows:

1. The above recitations are incorporated herein and affirmed by the Parties as if set out further at length.
2. CYPRESS POINT will construct a sewage force main to Lee County Utilities' standards, which will connect CYPRESS POINT to Lee County Utilities Sewer System as shown on the attached Exhibit "A".
3. The sewage force main will be constructed in accordance with the plans prepared by Neese and Associates, Inc., dated 1-30-03, which have been reviewed and approved by Lee County Utilities.
4. CYPRESS POINT will be responsible for obtaining all required Department of Environmental Protection Permits and will ensure compliance with all of Lee County Utilities' standards.
5. Lee County Utilities will reimburse CYPRESS POINT within sixty (60) days upon completion and final acceptance of the sewage force main by the Board of County Commissioners and the submittal of a detailed invoice from CYPRESS POINT to LEE COUNTY, for the actual cost for oversizing the sewage force main, not-to-exceed \$19,550.40.
6. This Agreement shall be binding upon the parties hereto, their successors and assigns, and shall be construed according to the laws of the State of Florida.
7. This Agreement constitutes the entire understanding between the Parties, and supersedes any and all other prior understandings whether written or oral.
8. Should any portion of this Agreement be deemed invalid or unenforceable, it is the intent of the Parties that the remainder of the Agreement will remain in full force and effect.
9. Should any party be required to initiate or defend legal proceedings of any nature arising out of this Agreement, the prevailing party therein shall be entitled to an award of costs and a reasonable attorney's fee incurred at any administrative level, at trial, or on appeal.
10. Notices to either party should be sent as follows:

If To County:

Rick Diaz, P.E.
Lee County Utilities
1500 Monroe Street-3rd Floor
Ft. Myers, FL 33901-5500

If to Cypress Point:

Eddy Garcia
Watermen At Cypress Point LLC
8045 NW 155th Street
Miami Lakes, FL 33016

WHEREFORE, the Parties indicate their acceptance of the terms and conditions of this Agreement by the signatures of their duly authorized representatives, below:

WATERMEN AT CYPRESS
POINT LLC

[Signature]
Witness

By: [Signature]
Manager

[Signature]
Witness

Date: 2/10/03

STATE OF FLORIDA

COUNTY OF Dee

BEFORE ME personally appeared B. Ddy Govea as manager of WATERMEN AT CYPRESS POINT LLC, known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before that he executed this said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 11 day of February, 2003.



Maria D Garcia
My Commission DD033924
Expires June 16, 2005

[Signature]
Notary Public

My Commission Expires: June 16, 2005

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of County Attorney

Force Main System Upsizing Cost Analysis

Cypress Point

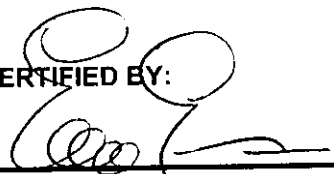
Job No. 010008.00 September 10, 2002

Prepared By: NEESE & ASSOCIATES

Description		Estimated		Total
Construction Item		Quantity	Units	Estimated Price
1	6" Automatic Air Relief Valve	1	EACH	3662.07
2	4" Automatic Air Relief Valve	-1	EACH	-3697.13
3	6"x4" Reducer	1	EACH	298.70
4	10"x4" Reducer	-1	EACH	-358.53
5	10"x6" Reducer	1	EACH	406.38
6	6" MJ 45° Bend	6	EACH	345.26
7	4" MJ 45° Bend	-6	EACH	-1620.78
8	6" C900 DR18 PVC Green	3700	LF	7.92
9	4" DR 18 PVC Green	-3700	LF	3.98
10	6" Joint Restraint	12	EACH	44.62
11	4" Joint Restraint	-12	EACH	31.28
Engineering Cost for upsizing				1,500.00

TOTAL ESTIMATED COST OF CONSTRUCTION	TOTAL	17,000.35
115% OF TOTAL COST FOR ASSURANCE OF COMPLETION	1.15	19,550.40
ESTIMATED DATE OF COMPLETION OF OFF-SITE IMPROVEMENTS	DECEMBER 2002	

LF= Linear Feet

CERTIFIED BY:  9/11/02

EDDIE E. NEESE, P.E. #18364

