WHEREAS, on August 21, 2012, Islamorada, Village of Islands (the “Village”) entered into a Design, Build and Operate (DBO) Agreement with Reynolds Water Islamorada, LLC (“Company”) to design, build and operate the Village’s wastewater system (the “DBO Agreement”); and

WHEREAS, the Village and Company wish to implement the Property Owner Service Connection Relocation Procedure, in the form attached hereto as Appendix 26 (the “Relocation Procedure”), providing for a procedure to allow property owners within the Village to request a relocation at their cost of the proposed sewer service connection point to their property; and

WHEREAS, the Village and Company desire to amend the DBO Agreement to add the Property Owner Service Connection Relocation Procedure as a new Appendix 26 to the DBO Agreement; and

WHEREAS, the Village Council finds that approval of the Second Amendment to the DBO Agreement between the Village and the Company, attached hereto as Exhibit “A”, is in the best interests of the Village.
NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Second Amendment. The Second Amendment to the Design, Build, and Operate (DBO) Agreement between the Village and the Company, a copy of which is attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Second Amendment and this Resolution.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Second Amendment.

Section 5. Execution of Second Amendment. The Village Mayor is authorized to execute the Second Amendment on behalf of the Village, and to execute any required agreements and/or documents to implement the terms and conditions of the Second Amendment, subject to the approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.
PASSED AND ADOPTED this 13th day of December, 2012.

Motion to adopt by Councilwoman Deb Gillis, second by Vice Mayor Ted Blackburn.

FINAL VOTE AT ADOPTION

Mayor Ken Philipson                  YES
Vice Mayor Ted Blackburn             YES
Councilman Mike Forster              YES
Councilwoman Deb Gillis              YES
Councilman Dave Purdo                YES

KEN PHILIPSON, MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS:

VILLAGE ATTORNEY
SECOND AMENDMENT TO DESIGN, BUILD AND OPERATE (DBO) AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS, AND REYNOLDS WATER ISLAMORADA, LLC

This Second Amendment to the Design, Build and Operate (DBO) Agreement (the “Second Amendment”) is made and entered into as of this 14th day of December, 2012, by and between Islamorada, Village of Islands (the “Village”) and Reynolds Water Islamorada, LLC, a Delaware Limited Liability Company authorized to do business in the State of Florida (the “Company”).

WITNESSETH

WHEREAS, on August 21, 2012, the Village and Company entered into that certain Design, Build and Operate (DBO) Agreement (hereinafter the “DBO Agreement”) for the design, construction and operation of the Village’s wastewater system (the “Project”); and

WHEREAS, the Village and Company wish to adopt and implement the Property Owner Service Connection Relocation Procedure, substantially in the form attached hereto as Exhibit “1” (the “Relocation Procedure”), providing for a procedure to allow property owners within the Village to request a relocation of the proposed sewer service connection point to their property; and

WHEREAS, the Relocation Procedure requires that the Company evaluate all Relocation requests from property owners and provide a cost estimate of any design and construction costs associated with the service connection relocation request, as more fully set forth in the attached Relocation Procedure; and

WHEREAS, the Village and Company desire to amend the DBO Agreement to adopt and implement the Property Owner Service Connection Relocation Procedure as a new Appendix 26 to the DBO Agreement.

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration and the mutual covenants set forth in this Second Amendment, the receipt and adequacy of which are hereby acknowledged, the Village and Company agree as follows:
Section 1. Second Amendment Controls; Defined Terms. In the event of any conflict between this Second Amendment and the DBO Agreement, it is agreed that this Second Amendment shall govern and control. This Second Amendment shall be construed as part of the DBO Agreement. All defined terms in this Second Amendment shall have the same meaning as in the DBO Agreement, except as otherwise noted herein.

Section 2. Property Owner Service Connection Relocation Procedure; Second Amendment to DBO Agreement Appendix. The DBO Agreement is amended to include a new Appendix 26, the Property Owner Service Connection Relocation Procedure, attached as Exhibit “1” to this Second Amendment.

Section 3. No Further Modifications. All other provisions of the DBO Agreement, other than as specifically amended herein, shall remain in full force and effect and are hereby ratified.

[The Remainder of the Page Intentionally Left Blank]
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Second Amendment upon the terms and conditions above stated as of the day and year first above written.

VILLAGE:

ISLAMORADA, VILLAGE OF ISLANDS,
A Florida municipal corporation

[Signature]
Ken Philipson, Mayor

Date Executed: 10/14/12

ATTEST:

[Signature]
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
Village Attorney

[COMPANY'S SIGNATURE CONTINUES ON THE NEXT PAGE]
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Second Amendment upon the terms and conditions above stated on the day and year first above written.

COMPANY:

Signed, Sealed and Delivered the presence of two witnesses:

Julie McConnell
Print Name: Julie McConnell

Kay S. Smith
Print Name: Kay S. Smith

REYNOLDS WATER ISLAMORADA, LLC, a Delaware Limited Liability Company

By: ____________________________

Mark Acceturro, President and Managing Member

Date Executed: 1/2/13

STATE OF Georgia
COUNTY OF Clayton

The foregoing instrument was acknowledged before me this 2nd day of January, 2012, by Mark Acceturro, as President and Managing Member of Reynolds Water Islamorada, LLC, a Delaware Limited Liability Company, who is [✓] personally known to me, or who [ ] has produced a ___________________________ driver’s license as identification.

Sandra J. Murphy
Notary Public
Print Name: Sandra J. Murphy
My Commission expires: 2/22/2015

(seal)
Appendix 26
Islamorada, Village of Islands
Wastewater Collection and Transmission DBO Project

Property Owner Service Connection Relocation Procedure

I. Purpose and Objective.

Pursuant to the Design, Build and Operate (DBO) Agreement (the “DBO Agreement”) between Islamorada, Village of Islands (the “Village”) and Reynolds Water Islamorada, LLC (the “Company”), dated August 21, 2012, for the wastewater collection and transmission DBO project (the “Project”), the parties hereby establish a Property Owner Service Connection Relocation Procedure (the “Procedure”), and the Company shall work with the Village through its Owner’s Representative (as said term is defined in the DBO Agreement) Team (ORT) to implement the Procedure.

One of the Village’s objectives in the Project is to design collection systems that achieve the most efficient overall cost to Village residents and property owners. The Company and Village aim to design and construct vacuum collection systems that will serve all properties using the minimum number of vacuum pits. Typically, vacuum pits will be located near the corners of properties to be served. When possible, sewer service connection points will be placed so as to minimize the residential pipe required to reach the vacuum pits. In cases where significant obstacles are present or encountered, the Village may vary from the general standard for location of vacuum pits or connection points to avoid the obstacles. Significant obstacles include physical objects that should be avoided in order to meet regulatory requirements, minimize construction costs and impacts, and preserve large trees, etc.

At the onset of the Project, some property owners expressed an interest in having flexibility to relocate their points of connection to make their overall connection costs more efficient, or to place their connections in a place that works more efficiently with their property’s physical characteristics or landscape. This Procedure establishes the steps required to allow Village property owners to request changes in their service connection points without negatively impacting the overall cost of the Project and defines potential additional costs to be paid by the property owners to offset the costs of the changes.

II. Schedule.

Before the 60 percent design development phase of each of the Village’s wastewater service areas, Village property owners may request changes to the location of their proposed wastewater service connections. Village property owners can review available design drawings available at the Company’s office. Appointments for such reviews may be required. At or before the 60 percent design development phase, the Village will host a resident’s meeting where property owners will be given an opportunity
to request any wastewater service connection location modifications. All property owner requests for changes are targeted to occur on or before the completion of the 60 percent design development phase. Any change requested after the 60 percent design development phase, and/or after a point in time where it has been determined, in the Village’s and/or Company’s sole discretion, that implementing the change would negatively impact the construction schedule or the Project, may not be considered or permitted. Furthermore, a property owner will not be permitted to make changes to its service connection location that may impact or create any changes to other properties, unless all property owners affected by the proposed change agrees in writing to the requested change. If there is a group of property owners who wish to make a change on their street and split the cost, this can be accomplished, but every affected or impacted property owner will be required to approve and sign off on the Property Owner Request for Change form.

III. Procedure.

The following Procedure will be followed by the Village, the ORT, and the Company in evaluating property owner’s requests for changes to wastewater service connection locations.

A. Step 1. Property owner or resident completes the attached “Property Owner Request for Change” Form (hereinafter may be referred to as the “Request for Change”) in the form attached hereto as Exhibit “A” and submits same to the the Company. The Company shall forward the Property Owner Request for Change Form to the Engineer of Record, if required, for design review and feedback, with a copy provided to the ORT and the Village. The Company will assist the property owner in completing the Request for Change Form, as may be requested.

B. Step 2. The Company shall evaluate the Property Owner Request for Change and prepare a “Property Owner Request for Change Cost Estimate” Form (hereinafter may be referred to as the “Cost Estimate”) in the form attached hereto as Exhibit “B” providing for costs associated with the requested service connection Request for Change. Re-design costs for the Engineer of Record, if required, will be included in the Cost Estimate. If the Company determines that the Property Owner Request for Change is a no cost change, and the property owner signs and endorses the Property Owner Request for Change Form, the Company will forward the form to the ORT and the Village, and the Company shall perform the Request for Change in the field. If there is a cost associated with the property owner Request for Change as indicated in the Property Owner Request for Change Cost Estimate, then the Company will provide the property owner with the Cost Estimate and address and discuss the Cost Estimate with the property owner. Once the Property Owner Request for Change Form and Cost Estimate are complete, the Company will provide a copy of the Request for Change and Cost Estimate to the ORT and the Village.
If there is a group of property owners who wish to make a change on their street and split the cost evenly or otherwise, every affected or impacted property owner will approve and sign off on the Property Owner Request for Change form.

C. **Step 3.** If the property owner agrees with the Request for Change and Cost Estimate, the property owner shall execute and endorse the Property Owner Request for Change Form and the Property Owner Request for Change Cost Estimate. Upon completion and execution of the Forms, the property owner will take a copy of the Forms within seven (7) calendar days to the Village Administrative Center along with payment in the amount of the Cost Estimate. Once payment is received and processed by the Village, the Village will notify the ORT, who will in turn provide direction to the Company to commence with the Request for Change in the field for the cost indicated on the Property Owner Request for Change Cost Estimate. Requests for Change will not be processed unless payment is received by the Village within seven (7) calendar days from the time the property owner receives the completed “Property Owner Request for Change” and Cost Estimate.

IV. **Cost.**

The unit price costs indicated on the attached Property Owner Request for Change Cost Estimate Form are agreed upon unit prices for the construction work. These unit prices have been pre-agreed to with the Company, Engineer of Record, and the Village, and shall be in effect for each property owner for the life of the DBO Agreement. If a work item needs to be completed in the field that is not shown on the attached Cost Estimate Form, the Company will provide the cost of such work to the Village and ORT for approval prior to any additional construction work commencing, and if approved by the Village and ORT, the Company shall pass it along to the property owner for their review and approval. No additional work, other than as listed in the approved Cost Estimate, shall be undertaken by the Company until the Company has received written approval and authorization from the Village, ORT and the property owner.

V. **Payment.**

Once the property owner executes and endorses the Property Owner Request for Change Form, Cost Estimate Form and provides proper payment to the Village, Village staff will provide confirmation to the ORT that payment has been received. The ORT will then provide written direction to the Company to commence with the Request for Change in the field for the cost indicated on the Property Owner Request for Change Cost Estimate. On a monthly basis, the ORT will include all executed Field Directives into a Change Order and process them accordingly as stipulated in the DBO Agreement, incorporating the revisions into the Company’s scope of work and payment. If the property owner does not provide proper payment to the Village, the Property Owner Request for Change will not be implemented.
ISLAMORADA, VILLAGE OF ISLANDS
WASTEWATER COLLECTION AND TRANSMISSION PROJECT
PROPERTY OWNER REQUEST FOR CHANGE
EXHIBIT "A"

Islamorada, Village of Islands requires that all costs associated with a property owner’s request(s) for changes to the Project be paid to the Village by the requesting property owner prior to the commencement of the work. Payment is to reimburse the DBO Contractor for the requested change in work.

<table>
<thead>
<tr>
<th>Change Request(s)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sketch

TOTAL AMOUNT DUE: $ *

Received By: __________________________ Date: ____________

Property Owner: __________________________ Signature Date: ____________

* See attached Cost Estimate sheet for cost breakdown
# ISLAMORADA, VILLAGE OF ISLANDS
## WASTEWATER COLLECTION AND TRANSMISSION PROJECT
### PROPERTY OWNER REQUEST FOR CHANGE
#### COST ESTIMATE
#### EXHIBIT "B"

Property Address: ________________________________

<table>
<thead>
<tr>
<th>Work Item Description</th>
<th>Unit</th>
<th>Contract Unit Price*</th>
<th>Quantity Required</th>
<th>Cost</th>
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<tbody>
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<td>3-inch Vacuum Service Connection</td>
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<tr>
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<td>Asphalt Driveway</td>
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<td>Tile Overlayed Driveways</td>
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<td>Unit Paver Driveways</td>
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<td>Topsoil and Sod Restoration</td>
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<td>Clearing and Grubbing</td>
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<td>$</td>
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<tr>
<td>Re-Mobilization</td>
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<td>See Note 1</td>
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<td>$</td>
</tr>
</tbody>
</table>

**SUBTOTAL** $______

Engineering % See Note 2 $______

**TOTAL COST** $______

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**Notes**

*Note 1 - Re-Mobilization costs will be calculated for each specific property owner request, if required.*

*Note 2 - Engineering costs will be calculated for each specific property owner request, if required.*