

ORANGE COUNTY RESOLUTION NO. 84-SW-13

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA; PROVIDING LEGISLATIVE DETERMINATIONS NECESSARY TO ALLOCATE SEWER SERVICE CAPACITY WITHIN THE EASTERN WASTEWATER SERVICE AREA; ENLARGING THE EASTERN WASTEWATER SERVICE AREA; SCHEDULING AN ALLOCATION DAY FOR THAT PORTION OF SAID SERVICE AREA WHICH IS NORTH OF HIGHWAY 50; SCHEDULING AN ALLOCATION DAY FOR THAT PORTION OF SAID SERVICE AREA WHICH IS SOUTH OF HIGHWAY 50; AUTHORIZING THE ACCEPTANCE OF LETTERS OF CREDIT; ADOPTING AN ACCEPTABLE FORM FOR THE LETTER OF CREDIT; PROVIDING AN ECONOMIC IMPACT DETERMINATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

RECITALS

1. The Board of County Commissioners of Orange County has this day adopted amendments to the Eastern Wastewater Service Area Allocation Rules.

2. The Board has determined that it has available sewer service capacity to allocate within the Eastern Wastewater Service Area.

3. The amended Eastern Wastewater Service Area Allocation Rules require the adoption of a resolution to implement certain terms and conditions of the allocation of this sewer service capacity within the Eastern Wastewater Service Area.

ACCORDINGLY, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

SECTION 1. LEGISLATIVE DETERMINATION BY THE BOARD. In its legislative, governmental capacity, the Board hereby makes the following findings and determinations:

- (1) The Board hereby determines pursuant to Section 5, Eastern Wastewater Service Area Allocation Rules ("EWSAAR"), that 3,620,000 gallons per day of sewer service capacity (hereafter "total capacity") is available for allocation and sale within the Eastern Wastewater Service Area.
- (2) The Board hereby determines to set aside 250,000 gallons per day of said total capacity for the purposes of transferring to the Eastern Wastewater Treatment Plant certain sewage flows now treated at the County's University Park Sewage Treatment Plant.
- (3) The Board hereby determines to set aside 370,000 gallons per day of said total capacity to allocate to qualified projects under Section 5(a), EWSAAR.

SECTION 2. SERVICE AREA ENLARGEMENT. The Board hereby declares the Eastern Wastewater Service Area to include those lands depicted as eligible for capacity sales in the map attached to and incorporated in this Resolution as Exhibit "A".

SECTION 3. DESIGNATION OF OCTOBER ALLOCATION DAYS. The Board hereby designates October 1, 1984, and October 8, 1984, as Allocation Days pursuant to §4, EWSAAR, and authorizes and directs the Clerk to the Board to publish notice of the Allocation Days in a newspaper of general circulation in the County in accordance with §4, EWSAAR. Pursuant to §5, EWSAAR, the Board hereby authorizes appropriate County staff to make available for allocation on October 1, 1984, 3,000,000 gallons per day of capacity to owners (or authorized agents thereof) of property located within the Eastern Wastewater Service Area and north of Highway 50 as depicted on Exhibit "A" hereof. The Board further authorizes appropriate County staff to make available for allocation on October 8, 1984, all of the remainder of said capacity offered but not allocated on October 1, 1984, to owners (or authorized agents thereof) of property located within the Eastern Wastewater Service Area and south of Highway 50.

SECTION 4. LETTERS OF CREDIT. Pursuant to §§2 and 3, EWSAAR, the Board hereby authorizes the receipt of letters of credit in lieu of cash payment from applicants on October 1, and October 8, 1984. The Board hereby adopts the form attached to and incorporated in this Resolution as Exhibit "B" as the form of the letter of credit to be submitted to the County.

SECTION 5. ECONOMIC IMPACT DETERMINATION. The Board does hereby determine and find, pursuant to §1-27(2)(b), Orange County Code, that sufficient information has been provided for the Board to assess the economic impact of this resolution on the development of real property in Orange County. The Board does hereby determine and find that no further economic impact statement or economic impact information is required in this matter.

SECTION 6. SEVERABILITY. If any provision of this resolution or the application thereof to any person or circumstance

is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

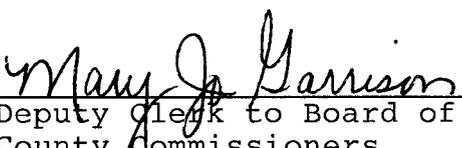
SECTION 7. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption.

RESOLVED THIS 24TH DAY OF SEPTEMBER, 1984.



Chairman, Board of County Commissioners
of Orange County

ATTEST:



Deputy Clerk to Board of
County Commissioners

EXHIBIT "A"

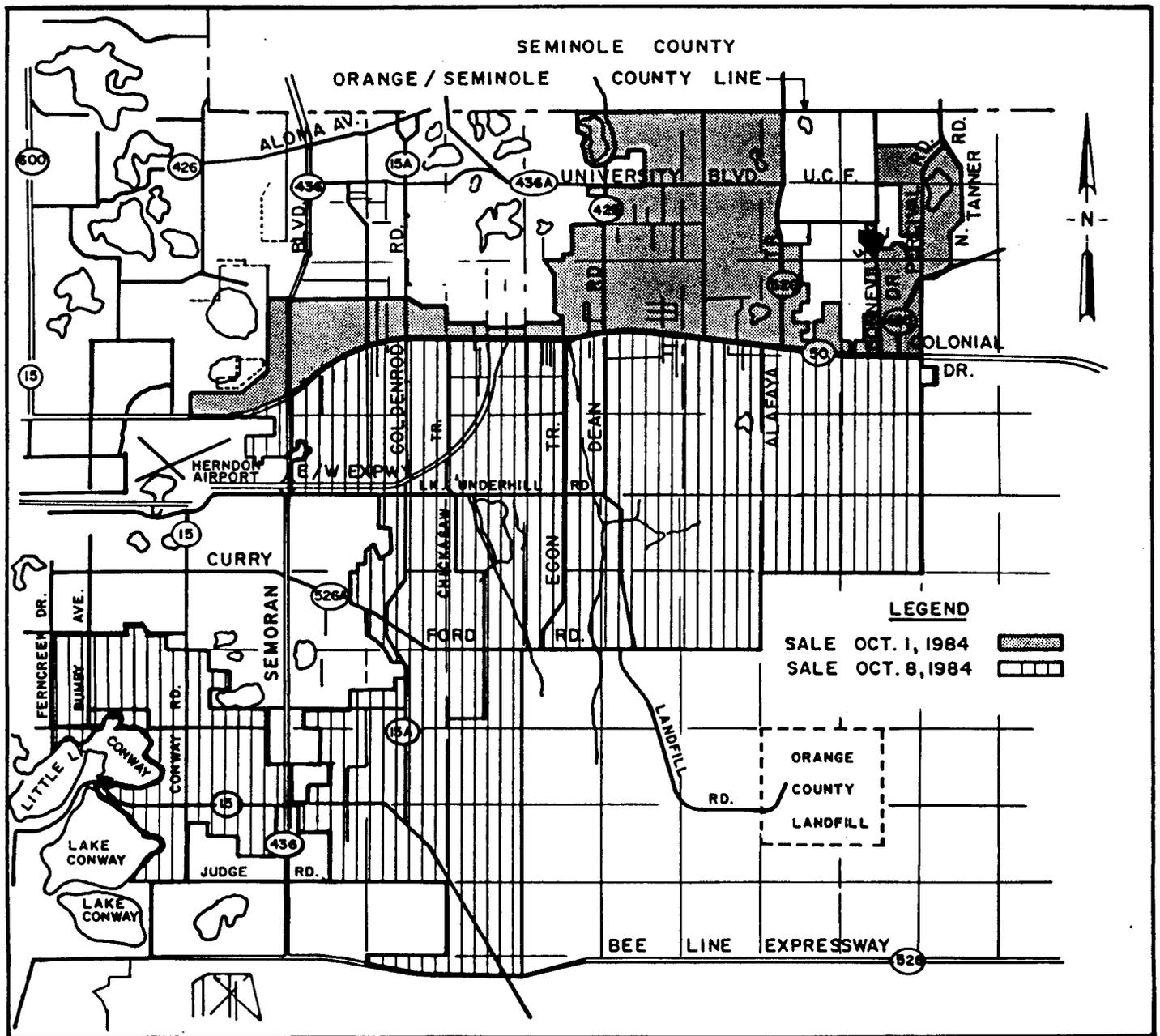


EXHIBIT "B"

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

_____, 19__

LETTER OF CREDIT NO: _____

EXPIRATION DATE: _____, 19__

Orange County, Florida
c/o its Board of County Commissioners
Orange County Courthouse
65 E. Central Blvd.
Orlando, Florida 32801

Re: Orange County Eastern Wastewater Facilities, Phase 3

Commissioners:

At the request and for the account of our customer,
_____ [or its successors] (the "Developer"),
we hereby establish this irrevocable letter of credit in your
favor.

We hereby irrevocably authorize you to draw on us
in accordance with the terms and conditions hereinafter set
forth, by a single draft in the form of Exhibit 1 attached
hereto, in an amount not exceeding \$ _____ for
payment of the unpaid "Sewer Capital Charges" due and owing
to you pursuant to County Rate Resolutions and Ordinances and
the Eastern Wastewater Service Area Allocation Rules, as amended.

The draft drawn under this Letter of Credit must state
on its face "Drawn under _____ Bank Irrevocable
Letter of Credit No. _____ issued _____, 19__"
and shall be accompanied by this Letter of Credit and a written
and completed certificate purportedly signed by the Chairman
or Vice Chairman of the Board of County Commissioners (the
"Board") and attested by the Orange County Comptroller, which
certificate shall be in the form of Exhibit 2 attached hereto
(the "Certificate"). Presentation of such draft, this Letter
of Credit and the Certificate shall be made at our offices
located at _____
in _____, Florida.

Demand for payment may be made by you under this Letter
of Credit prior to the expiration hereof at any time during
the business hours of _____ Bank at such Bank's
address set forth above on a Business Day (as hereinafter defined).

If demand for payment is made by you hereunder on a Business Day, and provided that such demand for payment and the documents presented in connection therewith conform to the terms and conditions hereof, payment shall be made to you of the amount demanded in immediately available funds not later than _____

_____ Bank's close of business on the next succeeding Business Day. As used herein "Business Day" shall mean any day other than a Saturday, Sunday, or a day on which banking institutions in the State of Florida are authorized or required by law to be closed.

If the demand for payment made by you hereunder does not conform to the terms and conditions of this Letter of Credit, _____ Bank will give you prompt notice that the purported negotiation was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor, and that _____ Bank is holding any documents at your disposal or is returning the same to you, as it may elect. Upon being notified that the purported negotiation was not effected in accordance with this Letter of Credit, you may attempt to correct such non-conforming drawing prior to the expiration date hereof if, and to the extent that, you are entitled (without regard to the provisions of this sentence) and able to do so.

This Letter of Credit shall expire at the close of business at _____ Bank's aforesaid address on the earlier to occur of the following dates: (i) the date on which the "Sewer Capital Charges" have been paid in full or (ii) the date on which the drawing hereunder has been made, but in no event shall this Letter of Credit expire on a date before June 16, 1985. This Letter of Credit shall be promptly surrendered to _____ Bank by you upon such expiration.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement referred to herein (except the Uniform Customs hereinafter referenced) or in which this Letter of Credit is referred to or to which this Letter of Credit relates herein by reference any document, instrument, or agreement.

This Letter of Credit is transferable in its entirety (but not in part) to any transferee who has succeeded you as owner or operator of the Orange County Wastewater System (as defined in Section 28-222, Orange County Code) without necessity on your part of notifying us. However, presentation of the draft for drawing on this Letter by a transferee shall be accompanied by certificate of the Chairman or Vice Chairman of the Board stating the effective date of the transfer and the transferee's name and address.

Only you (or a transferee as permitted by the terms of this Letter of Credit) may make a drawing under this Letter of Credit. Upon the payment to you or your account of the amount specified in the demand for payment hereunder, we shall be fully discharged on our obligation under this Letter of Credit, and we shall not thereafter be obligated to make any further payments under this Letter of Credit to you.

We hereby agree with you that the draft and certificate presented in compliance with the terms of this Letter of Credit will be duly honored upon presentation to _____ Bank.

This Letter of Credit shall be governed by the law in effect in the State of Florida and by the provisions of the Uniform Customs and Practice for Documentary Credits (1974 Revision), International Chamber of Commerce Publication No. 290 (the "Uniform Customs").

Communications and notices with respect to this Letter of Credit shall be in writing and shall be addressed to _____ Bank at its office specified above.

Very truly yours,

_____ BANK

By: _____
Vice President

EXHIBIT 1
SIGHT DRAFT

_____, Florida

Date

For Value Received

Pay to Orange County, Florida

U.S. _____ Dollars (U.S. \$ _____).

Drawn under _____ Bank Irrevocable
Letter of Credit No. _____ issued _____, 19____.

To: [Insert name and address

of the bank]

ORANGE COUNTY, FLORIDA

By: _____
Chairman/Vice Chairman,
Board of County Commissioners

Attest:

Orange County Comptroller

[County Seal]

EXHIBIT 2

[Insert name and
address of the bank]

_____ Date

Re: _____ Bank Irrevocable Letter of
Credit No. _____, issued _____, 19 _____

Gentlemen:

Pursuant to the Letter of Credit identified above
(which defines the terms used herein), Orange County, Florida,
hereby certifies to you that:

1. A draft in the amount of \$ _____ is being
presented to you herewith pursuant to the Letter
of Credit.
2. The "Sewer Capital Charges" as defined by and
payable by the Developer pursuant to County Rate
Resolutions and Ordinances and the Eastern Wastewater
Service Area Allocation Rules, as amended, remain
unpaid by the Developer and are currently due
and owing to Orange County.
3. [The Letter of Credit expires within 15 days
of this date.]

OR

[The date of presenting this Certificate and
drawing on the Letter of Credit is on or after
June 1, 1985 (but not later than its expiration
date).]

[NOTE: The certification may have one or more
of the above assertions in paragraph no. 3.]

EXHIBIT 2

(Continued)

IN WITNESS WHEREOF, the undersigned have executed and delivered this Certificate as of the _____ day of _____, 19____.

ORANGE COUNTY, FLORIDA

By: _____
Chairman/Vice Chairman,
Board of County Commissioners

Attest:

Orange County Comptroller

[County Seal]