

RESOLUTION NO. 94-135

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE  
COUNTY ADMINISTRATOR TO EXECUTE A CERTAIN AGREEMENT ACQUIRING  
THE MOULTRIE SERVICE DISTRICT, INC., SEWER SYSTEM.**

WHEREAS, the Owner of the Moultrie Service District Inc. sewer "system", desires to transfer to the County, on a negotiated basis, the system; and

WHEREAS, the most recent available income and expense statement for the Moultrie Service District Inc. sewer system has been examined by Board of County Commission staff and a report of such examination has been considered by the Board of County Commissioners; and

WHEREAS, the most recent available balance sheet for the Moultrie Service District, Inc. sewer system have been examined by Board of County Commission staff and a report of such examination has been considered by the Board of County Commissioners; and

WHEREAS, a statement of the existing rate base of the Moultrie Service District, Inc. sewer system has been examined by Board of County Commission staff and a report on such examination has been considered by the Board of County Commissioners; and

WHEREAS, the physical condition of the Moultrie Service District, Inc. sewer system has been examined by Board of County Commission staff and a report on that examination has been considered by the Board of County Commissioners; and

WHEREAS, the acquisition of the system and assumption of responsibilities in regards thereto is made in return for a discounted price of certain lands to be sold to the County by K.S. Toney.

WHEREAS, the Board of County Commissioners has considered the reasonableness of the terms of the proposed acquisition, the positive and negative impacts of the proposed acquisition on purchasers additional investment required by the County, alternatives to such acquisition (and impact of not making the acquisition), and ability of St. Johns County to maintain high quality, cost effective utility service for this system.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. It is found that:

(a) Acquisition of the Moultrie Service District, Inc. sewer system is reasonable based on the price and terms of the attached agreement;

(b) The County is able to make necessary investments to said system to maintain high quality cost effective service;

(c) Acquisition of said system is the best alternative for St. Johns County and persons serviced by the system; and

(d) Acquisition of said system is in the public interest.

Section 2. Any requirement of Section 125.355 Florida Statutes for appraisal of property to be acquired by the County are hereby waived in accordance with the provisions of that statute.

Section 3. Based on said findings the County Administrator is authorized to approve and execute the attached Agreement, in substantially the form attached hereto.

Section 4. The County Administrator is authorized to accept the bill of sale, easements and deeds, and execute leases as may be required by said Agreement for the transfer of the system and other property.

Section 5. The Clerk is authorized to record the Agreement and mail executed copies to all parties.

ADOPTED this 26th day of July, 1994.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Alan Roberts  
Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By: Ima Paetti  
Deputy Clerk

A G R E E M E N T

THIS AGREEMENT made and entered into this 26th day of July, 1994, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County", and K. S. TONEY, hereinafter called "Owner".

W I T N E S S E T H :

WHEREAS, the Owner of the Moultrie Service District, Inc. sewer system, desires to transfer to the County said "System"; and

WHEREAS, the acquisition of the System is in the public interest; and

WHEREAS, the County is able to make the necessary investments to the System to maintain high quality cost effective service to the citizens of St. Johns County which it services; and

WHEREAS, the acquisition of the system and assumption of responsibilities in regards thereto is made in return for a discounted price of certain lands to be sold to the County by the K.S. Toney.

NOW, THEREFORE, in consideration of the mutual benefits, promises and considerations herein set forth, it is mutually agreed as follows:

1. On condition that the parties have executed the "Contract" attached hereto as Exhibit A, all equipment used to operate the System, except the sewer plant, such as pipes, lines, pumping stations and individual sewer hook-ups (the "Equipment") shall be transferred by the Owner and Moultrie Service District, Inc. to St. Johns County. The transfer will be accomplished by the execution and delivery to the County of a Bill of Sale which shall provide that the Equipment is being transferred in as-is condition. The transfer does not include the pump station, service lines, or manholes located at the Moultrie Woods Townhouses.

2. At the time the Equipment is transferred to the County, Owner shall;

a. lease to the County the sewer plant and real property occupied by the sewer plant and percolation ponds for a period of three (3) years with an option to extend up to five (5) years, at a rental of \$1.00 per year. The lease shall provide that the County shall be responsible for maintaining, managing and insuring the sewer plant and percolation ponds. The sewer plant shall remain the property

of the Owner upon the expiration or earlier termination of the lease. Upon the expiration or earlier termination of the lease, the County shall, at its expense, allow the percolation ponds to dry and demuck and fill the ponds to the reasonable satisfaction of the Owner.

b. transfer to the County all existing exclusive or nonexclusive easements utilized in the operation of the System.

c. grant the County a non-exclusive easement of a width of 20 feet, running west from the existing sewer plant along Brinkhoff Road and then northwesterly over lands of Owner to the southerly right-of-way of State Road 207. The Easement shall revert to Owner or his assigns if utility lines are not installed therein within six (6) years following execution of this Agreement by both parties.

3. Upon expiration of the above lease agreement, the Owner and/or his assigns shall deed to the County, by Warranty Deed, a parcel of land not to exceed sixty feet (60') by sixty feet (60') in size, located within or in close proximity to the existing sewer plant site for use as a pumping station. The pumping station site shall be buffered and screened from surrounding properties by landscaping. The location of the pumping station site shall be mutually agreed upon by the County and the Owner within one hundred twenty (120) days following execution of this Agreement by both parties.

4. Prior to the lease to the County, the Owner will operate and maintain the System in his usual and customary manner. Such maintenance will include removal of weeds from the percolation ponds and cutting of areas located around the ponds. Upon acceptance of this Agreement, the County shall notify the Florida Department of Environmental Protection, "DEP", that the County will be responsible for dredging and fencing the ponds and for performing any other maintenance or improvements as required by the DEP. The County shall assume responsibility for the operation, maintenance and management of the System, including the sewer plant and percolation ponds, on the date paragraphs 1 and 2 above are effectuated which shall be no less than ten (10) days after the date of execution of this Agreement by both parties. The County shall also have the right to assess, collect, and retain fees for sewer services from persons served during the period of the lease.

5. All costs associated with the transfer of the System to the County, except the Owner's and Moultrie Service District, Inc.'s legal fees, which shall include preparation of documents to effectuate their transfer to the County shall be paid by the County.

6. If any provision or provisions of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. This Agreement will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Any future change or modification of this Agreement must be in writing and signed by both parties.

8. Notice required to be sent to the County and Owner under this Agreement shall be sent to the County c/o Mr. Nicholas M. Meiszer, County Administrator, P. O. Drawer 349, St. Augustine, FL 32085-0349 and to Owner c/o John D. Bailey, Jr., P. O. Drawer 3007, St. Augustine, FL 32085-3007.

9. This Agreement shall be effective upon the execution of the Agreement by the County Administrator, and execution by all parties hereto. The Seller shall have executed this Agreement within ten (10) days of, or before, its execution by the County Administrator. If this Agreement is not executed by expiration of that period this Agreement and any offer associated therewith will be automatically withdrawn and void.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year written above.

Signed, sealed and delivered  
in the presence of:

*Luana Pacetti*  
Print Name: LUANA PACETTI

*John F. Evans*  
Print Name: John F. EVANS

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

By: *Nicholas M. Meiszer*  
Nicholas M. Meiszer  
County Administrator  
P. O. Drawer 349  
St. Augustine FL 32085

Dated: Aug 2, 1994

ATTEST: Carl "Bud" Markel, Clerk

By: *Patricia De Grande*  
Deputy Clerk

Mabel J. McLean  
Print Name MABEL T. McLEAN

Gail Anderson  
Print Name GAIL Anderson

"OWNER"

N. S. Toney Aug 10 / 1994  
N. S. Toney  
P. O. Box 1648  
Blowing Rock, N.C. 28605

C O N T R A C T

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County", and K. S. TONEY, hereinafter called "Seller".

W I T N E S S E T H :

WHEREAS, the County is desirous of purchasing, on a negotiated basis, a portion of the non-homesteaded property owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the County to acquire ownership of the property as more fully described in Exhibit A, attached hereto incorporated by reference and made a part hereof, for the future westerly expansion of Treaty Park; and

WHEREAS, Seller also agrees to grant the County a drainage easement over and across his property as more fully shown on Exhibit B attached hereto, incorporated by reference and made a part hereof; and

WHEREAS, Seller has reduced the selling price of the property described in Exhibit A in consideration for County assuming those responsibilities set out in the agreement for acquisition of the Moultrie Service District Inc. Sewer System.

NOW, THEREFORE, it is mutually agreed as follows:

1. Seller shall sell and the County shall buy, for the purchase price hereinafter set forth, all that real estate as described in Exhibit A.

2. The purchase price of the Property to be acquired by the County shall be \$25,000.00 which the County agrees to pay the Seller or his assigns during the first month of the County 1995 fiscal year, and no later than October 31, 1994.

3. All costs associated with the purchase, except the Seller's legal fees, shall be paid by the County.

4. Upon payment of the sums specified in paragraph 2 of this Contract, the Seller shall convey to the County by Warranty Deed, the parcel of property consisting of approximately five (5) acres as described in Exhibit A, free and clear of all encumbrances.

5. Notwithstanding any other provision in this Contract, the County shall have thirty (30) days from the date of this Contract to examine the title to the real property which the County is to acquire by this Contract and may, at its sole discretion, cancel this Contract without obligation if the County determines that there is any defect or impairment of such title contrary to the interest of the County.

6. The Seller agrees to grant to the County a non-exclusive easement of a width of 30 feet, running easterly from Wildwood Drive over lands of Seller located south of lands owned by Mr. Price to the center line of the waters of Moultrie Creek, more fully shown on Exhibit B. This Easement may be utilized by the Seller or his assigns to drain surface water and storm water runoff from the Treaty Ground PUD.

7. The County agrees to release the Seller from his previous obligation to extend the drainage area within the easement recorded in OR 775/53 as agreed by the Seller. The County acknowledges and agrees that notwithstanding the wording of the Drainage Easement recorded in Official Records Book 775, Page 53, such Drainage Easement shall be non-exclusive and may be utilized by the Seller and/or his assigns to drain surface water and storm water run-off from the Treaty Ground PUD.

8. If any provision or provisions of this Contract shall be held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. This Contract will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Contract. Any future change or modification of this Contract must be in writing and signed by both parties.



10. Notice required to be sent to the County and Seller under this Contract shall be sent to the County c/o Mr. Nicholas M. Meiszer, County Administrator, P. O. Drawer 349, St. Augustine FL 320850349 and to Seller c/o John D. Bailey, Jr., P. O. Drawer 3007, St. Augustine FL 32085-3007.

11. This Contract shall be effective upon the execution of the Contract by the County Administrator, and execution by all parties hereto. The Seller shall have executed this Contract within ten (10) days of, or before its execution by the County Administrator. If the Contract is not executed by the Seller in that period, it and any offer associated therewith shall be automatically withdrawn and void.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year written above.

Signed, Sealed and delivered  
in the presence of:

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

\_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
Nicholas M. Meiszer  
County Administrator  
P. O. Drawer 349  
St. Augustine FL 32085

\_\_\_\_\_  
Print Name \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST: Carl "Bud" Markel, Clerk

By: \_\_\_\_\_  
Deputy Clerk

"SELLER"

\_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
K. S. Toney  
P. O. Box 1638  
Blowing Rock, N.C. 28605

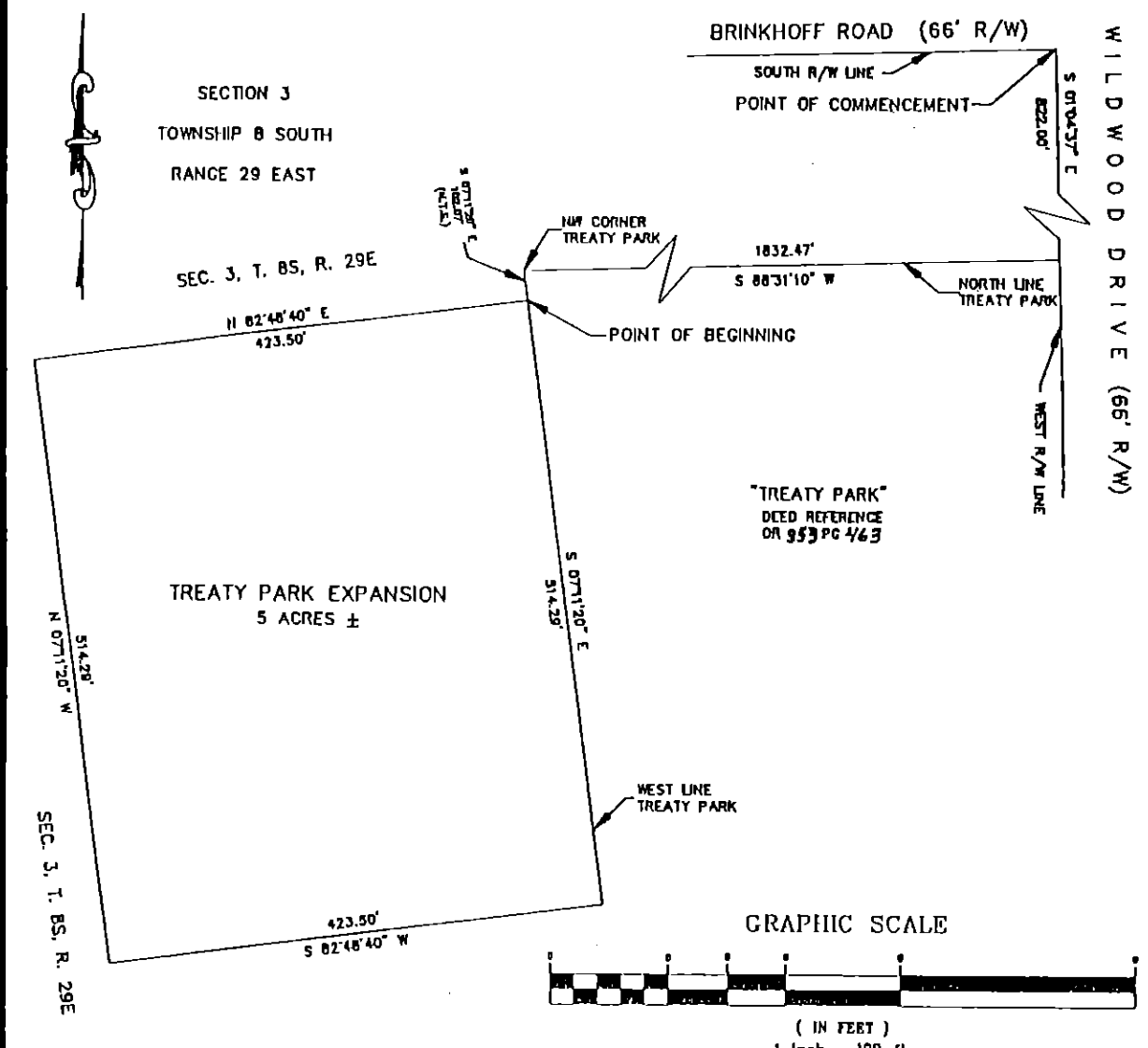
\_\_\_\_\_  
Print Name \_\_\_\_\_

EXHIBIT A

MAP SHOWING SKETCH OF

A PARCEL OF LAND IN SECTION 3, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF BRINKHOFF ROAD (AS NOW ESTABLISHED FOR A 66 FOOT RIGHT-OF-WAY) WITH THE WEST RIGHT-OF-WAY OF WILDWOOD DRIVE (FORMERLY NAPIER ROAD AND NOW ESTABLISHED FOR A 66 FOOT RIGHT-OF-WAY); THENCE SOUTH 01° 04' 37" EAST ALONG SAID WEST OF RIGHT-OF-WAY LINE 822.00 FEET; THENCE SOUTH 88° 31' 10" WEST, ALONG THE NORTHERLY LINE OF TREATY PARK, AS RECORDED IN OFFICIAL RECORDS BOOK 953, PAGE 463, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 1832.47 FEET TO THE NORTHWEST CORNER OF TREATY PARK; THENCE SOUTH 07° 11' 20" EAST, ALONG THE WESTERLY LINE OF TREATY PARK, A DISTANCE OF 102.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY LINE OF TREATY PARK, A BEARING OF SOUTH 07° 11' 20" EAST, A DISTANCE OF 514.29 FEET; THENCE SOUTH 82° 48' 40" WEST, A DISTANCE OF 423.50 FEET; THENCE NORTH 07° 11' 20" WEST, A DISTANCE OF 514.29 FEET; THENCE NORTH 82° 48' 40" EAST, A DISTANCE OF 423.50 FEET TO THE POINT OF BEGINNING CONTAINING 5.00 ACRES MORE OR LESS.



**SURVEYOR'S NOTES:**  
 1. BEARING DATUM BASED ON THE NORTHERLY LINE OF TREATY PARK.  
 2. THIS SKETCH IS NOT A SURVEY.  
 3. THIS SKETCH PREPARED FOR THE BOARD OF COUNTY COMMISSIONERS ST. JOHNS COUNTY, FLORIDA.

DRAWN BY: C.J.P.  
 SCALE: 1" = 100'  
 CADD NAME: TREATLGL.DWG  
 PROJECT NO.: N/A  
 F.B. N/A PG.  
 WILD NAME: N/A

**SURVEYOR'S CERTIFICATE:**  
 THIS CERTIFIES THAT A DESCRIPTION AND SKETCH OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THAT THE DESCRIPTION AND SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. AND THAT THE SKETCH HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

DATE SIGNED July 11, 1994  
 DATE DRAWN JULY 8, 1994

*Teary Parden*  
 TEARY PARDEN, PLS  
 NO. 5264

NOT VALID UNLESS SIGNED, DATED AND EMBOSSED WITH SEAL.

**LEGEND:**  
 R/W = RIGHT OF WAY  
 OR = OFFICIAL RECORD  
 PG(S) = PAGE(S)  
 T. = TOWNSHIP  
 R. = RANGE  
 S. = SOUTH  
 E. = EAST

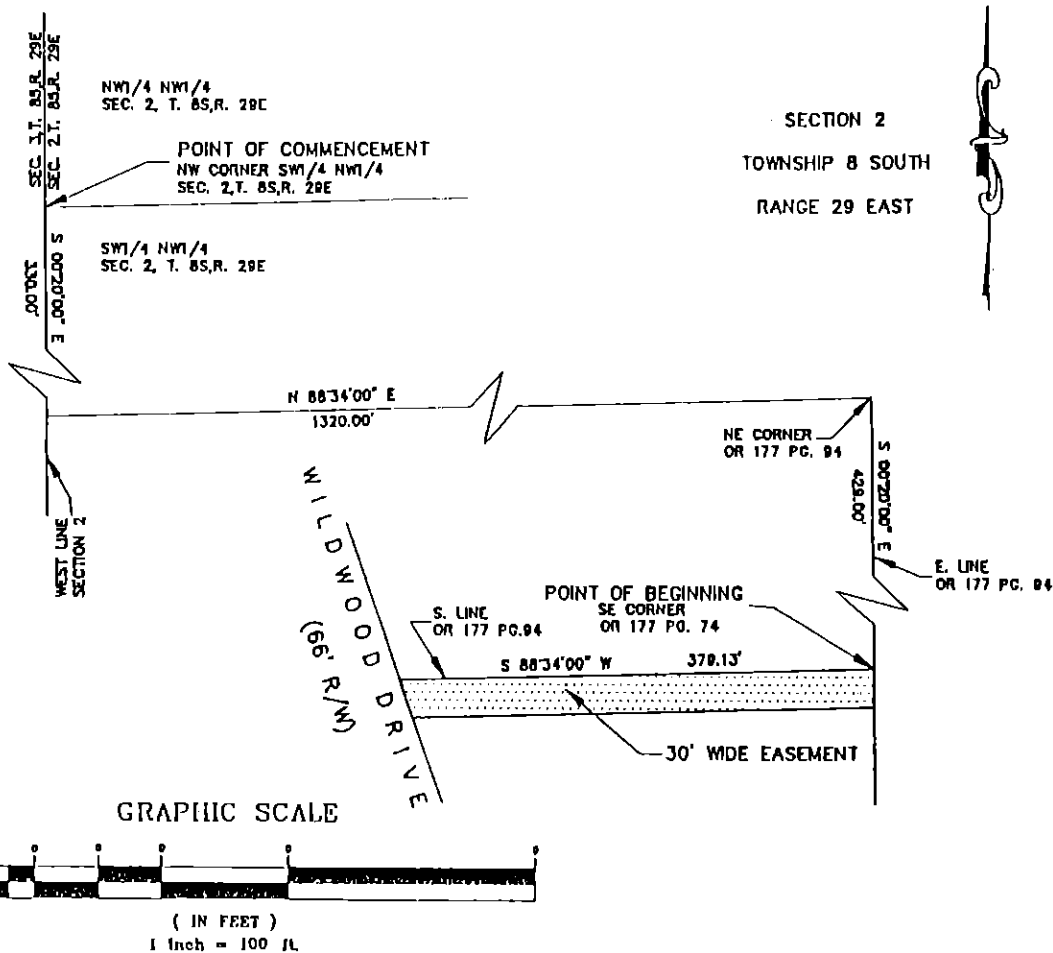
**ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT**  
 ENGINEERING DIVISION  
 4020 LEWIS SPEEDWAY - P.O. DRAWER 349  
 ST. AUGUSTINE, FLORIDA 32085  
 (904) 823-2450

EXHIBIT B

MAP SHOWING SKETCH OF

A 30 FOOT WIDE STRIP OF LAND FOR A DRAINAGE EASEMENT IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, LYING EASTERLY OF THE EAST RIGHT-OF-WAY OF WILDWOOD DRIVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30 FEET IN WIDTH, LYING 30 FEET SOUTH, PERPENDICULAR TO AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2, THENCE SOUTH 00° 20' EAST ON THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 330 FEET; THENCE NORTH 88° 34' EAST A DISTANCE OF 1320.00 FEET TO THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 177 PAGE 94, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00° 20' EAST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 429.00 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 177 PAGE 94, AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE SOUTH 88° 34' WEST, ALONG THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 177 PAGE 94, A DISTANCE OF 379.13 FEET TO THE EAST RIGHT-OF-WAY LINE OF WILDWOOD DRIVE (FORMERLY NAPIER ROAD AND NOW ESTABLISHED FOR A 66 FOOT RIGHT-OF-WAY), AND THE TERMINUS POINT OF THE HEREIN DESCRIBED LINE. SAID 30 FOOT STRIP BEING BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF WILDWOOD DRIVE AND BEING BOUNDED ON THE EAST BY THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 177 PAGE 94.



- SURVEYORS NOTES:**  
 1. BEARING DATUM BASED ON THE WEST LINE OF SEC. 2, T. 8S, R. 29E, BEING S 00 20' E.  
 2. THIS SKETCH IS NOT A SURVEY.  
 3. THIS SKETCH PREPARED FOR THE BOARD OF COUNTY COMMISSIONERS ST. JOHNS COUNTY, FLORIDA.

DRAWN BY: C.J.P.  
 SCALE: 1" = 100'  
 CADD NAME: DITCHILGL.DWG  
 PROJECT NO.: N/A  
 F.B. N/A PG.  
 WLD NAME: N/A

**SURVEYOR'S CERTIFICATE:**  
 THIS CERTIFIES THAT A DESCRIPTION AND SKETCH OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THAT THE DESCRIPTION AND SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. AND THAT THE SKETCH HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

DATE SIGNED July 11 1994  
 DATE DRAWN JULY 8 1994  
 TERRY BURDEN, PLS  
 No. 5691  
 NOT VALID UNLESS SIGNED, DATED AND EMBOSSED WITH SEAL.

**LEGEND:**  
 R/W = RIGHT OF WAY  
 OR = OFFICIAL RECORD  
 PG(S) = PAGE(S)  
 SEC. = SECTION  
 T. = TOWNSHIP  
 R. = RANGE  
 S. = SOUTH  
 E. = EAST

**ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT**  
 ENGINEERING DIVISION  
 4020 LEWIS SPEEDWAY - P.O. DRAWER 349  
 ST. AUGUSTINE, FLORIDA 32085  
 (804) 823-2450



# The St. Augustine Record

PUBLISHED EVERY AFTERNOON MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,  
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared \_\_\_\_\_

SHERRY R. FREE who on oath says that she is  
ACCOUNTING CLERK

\_\_\_\_\_ of the St. Augustine Record, a  
daily newspaper published at St. Augustine in St. Johns County, Florida: that

the attached copy of advertisement, being a \_\_\_\_\_  
NOTICE OF PUBLIC MEETING

\_\_\_\_\_ in the matter of \_\_\_\_\_  
MEETING ON JULY 12, 1994

\_\_\_\_\_ in the \_\_\_\_\_ Court,

was published in said newspaper in the issues of \_\_\_\_\_  
July 5, 1994

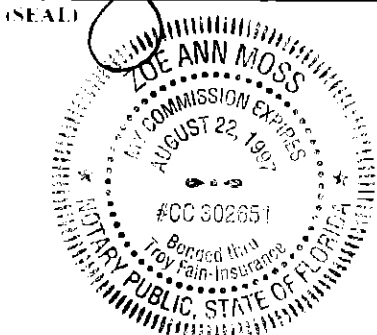
Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper has heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me Sherry R. Free  
Zoe Ann Moss

this 6th day of July

A.D. 19 94

Zoe Ann Moss  
Notary Public



NOTICE OF PUBLIC MEETING AND PUBLIC HEARING OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY PERTAINING TO THE ACQUISITION/PURCHASE OF THE MOULTRIE SERVICE DISTRICT, INC.

SEWER SYSTEM IN ST. JOHNS COUNTY, FLORIDA

NOTICE is hereby given that a public meeting and hearing of the Board of County Commissioners of St. Johns County will be held on Tuesday, July 12, 1994 at 1:30 p.m. in the Auditorium of the County Administration Building, 4020 Lewis Speedway, north of the city limits of St. Augustine, Florida, for the purpose of considering (i) the acquisition/purchase of the Moultrie Service District, Inc. sewer system in St. Johns County, Florida based upon Florida Statue Section 125.3401 and other criteria and (ii) the approval of a statement showing that the acquisition/purchase of the utility is in the public interest.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF COUNTY COMMISSIONERS WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS:

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact David Halstead, ADA Coordinator, at (904) 823-2505 at least 7 days prior to the date of the meeting.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA  
Carl "Bud" Markel, Its Clerk  
By: Yvonne Carler  
Deputy Clerk  
L633 July 5, 1994

Continued to 07-26-94