

RESOLUTION NO. 95- 29

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA CONCERNING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. AUGUSTINE BEACH (THE "CITY") AND ST. JOHNS COUNTY (THE "COUNTY") FOR THE INCLUSION OF ALL THE AREA WITHIN THE BOUNDARY OF THE CITY INTO THE ST. JOHNS COUNTY STORMWATER MANAGEMENT UTILITY.

WHEREAS, a cooperative project between the City and the County will provide a regional stormwater facility, a stormwater drainage system for the CITY, and the three-laning of CR-A1A is of mutual benefits to the parties hereto; and

WHEREAS, the City and the County agree to the inclusion of all of the property within the boundaries of the City into the stormwater management utility.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County that:

Section 1. The County Administrator is authorized to enter into an interlocal agreement substantially in the form attached hereto with the authority to negotiate items within the agreement.

PASSED AND ADOPTED, this 14 day of February, 1995.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

BY: Patricia Ward  
Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

BY: Patricia De Grande  
Deputy Clerk

**DRAFT**

**INTERLOCAL AGREEMENT**

**BETWEEN**

**THE BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

**AND**

**THE CITY COMMISSIONERS OF THE  
CITY OF ST. AUGUSTINE BEACH, FLORIDA**

**WHEREAS**, a cooperative project between the City of St. Augustine Beach (the "City") and St. Johns County (the "County") to provide a regional stormwater facility, a stormwater drainage system for the City and the three-laning of CR-A1A is of mutual benefit to the parties hereto; and

**WHEREAS**, it is expected that a regional facility between 11th Street and 16th Street near the Intercoastal Waterway would accommodate all the required stormwater needs; and

**WHEREAS**, the County has created a stormwater management utility (the "SMU") and a stormwater management system benefit area (the "SMSBA") under St. Johns County Ordinance No. 94-16; and

**WHEREAS**, a regional facility will better accommodate the stormwater from a natural disaster, thus relieving the City of potential emergency situations and flooding problems; and

**WHEREAS**, the County will be responsible for all capital improvements and maintenance and operation of the master stormwater drainage system in the City; and

**WHEREAS**, the City agrees to the inclusion of all of the property within the boundaries of the City of St. Augustine Beach within the SMU and the SMSBA.

**NOW, THEREFORE**, in consideration of the mutual benefits to each party, the County and City do hereby agree as follows:

Section 1. The County will, at County expense:

- A. Design, permit and construct the Phase I stormwater facilities sufficient to provide the stormwater drainage collection and disposal capacity needed for the City and the County. Phase I shall include the following facilities:
  - 1. The 16th Street Outfall, including re-design to use the pond southeast of the intersection of Beach Street and 16th Street;
  - 2. The regional stormwater pond and pumping station west of SR-3;
  - 3. The Mizell Road Canal crossing to Marsh Creek;
  - 4. The 11th Street Canal from SR-3 to the regional stormwater pond.
- B. The construction of the Phase I stormwater facilities shall be completed by December 31, 1997.
- C. Design, permit, and construct the Phase II stormwater facilities sufficient to provide the stormwater drainage collection and disposal capacity needed for the City and the County. Phase II shall include the following:
  - 1. The regional stormwater collection piping with underdrains from the 11th Street pond east to 2nd Avenue;
  - 2. Improve and reconstruct the existing Mickler Boulevard water collection system and underdrains from "A" Street north to 11th Street;
  - 3. The regional stormwater collection system and underdrains along 2nd Avenue from "A" Street north to 11th Street.

- D. The construction of the Phase II stormwater facilities shall be completed by December 31, 2003.
- E. Design, permit and construct improvements to CR-A1A, middle section, located between "F" Street and Pope Road. The improvements include widening of the paved roadway width, increasing the number of lanes to three, and installing drainage improvements.
- F. The construction of all improvements described in paragraph "E" shall be commenced by April and expected to be completed by April, 1996, barring any unforeseen catastrophic. The work shall be performed in a manner so as to least interfere with the normal use of business properties situated on CR-A1A.
- G. Design, permit and construct improvements to CR-A1A, southern section, located between SR-3 and "F" Street. The improvements include widening of the paved roadway width, increasing the number of lanes to three, and installing drainage improvements.
- H. The construction of all improvements described in paragraph "G" shall be commenced by November 1, 1995 and completed by September 15, 1996. The work shall be performed in a manner so as to least interfere with the normal use of business properties situated on CR-A1A.
- I. Accept ownership and responsibility for maintenance and operation of all stormwater drainage and retention facilities described in paragraph "A" and located to the west of SR-3.
- J. Provide treatment to the City drainage in the same manner as the unincorporated County drainage.
- K. Maintain and operate the existing stormwater pond at the northeast corner of 11th Street and Beach Street.

- L. Allow St. Augustine Beach to use the existing stormwater pond at 11th Street and Beach as an amenity by the issuing of a permit to the City to construct a dock and platform for viewing.
- M. Maintain and operate the existing stormwater pond at the southeast corner of 16th Street and Beach Street.
- M. Maintain and operate all elements of the stormwater management system within the City, including but not limited to:
  - 1. CR-A1A stormwater system;
  - 2. 16th Street culvert system from CR-A1A to Beach Street and south to 11th Street;
  - 3. 11th Street culvert system from CR-A1A to Beach Street;
  - 4. 2nd Avenue culvert system from "A" Street to 11th Street; and
  - 5. Mickler Boulevard culverts and ditch system from "F" Street to Pope Road.
- O. Beginning November of 1995 maintain all regional collection piping 36 inches in diameter and larger except those serving a single driveway. However, no single driveway culverts regardless of size will be maintained by the County.
- P. Maintain all ditches, swales or other non-pipe conveyances downstream of a pipe 36 inches in diameter or larger, or having a cross sectional flow area greater than 15 square feet.
- Q. Design, permit, construct, maintain and operate all such other stormwater collection and disposal facilities and improvements as may be either required of the City by law or be mutually agreed upon by the parties.

**Section 2.** The City will adopt an ordinance for inclusion of all property within the boundaries of the City within the SMU and SMSBA.

**Section 3.** By February 1, 1996, and by February 1st of each year thereafter, the City and the County will review the status of all of the projects described in this Agreement and mutually agree upon such additional projects as may be necessary to adequately address stormwater collection and disposal needs in the City.

**Section 4.** The County agrees that the annual fee assessed pursuant to County Ordinance No. 94-16, and any amendments thereto, shall not exceed \$60 dollars for each equivalent residential unit from the date of this Agreement through the year ending April 1, 2000.

**Section 5.** This Agreement shall remain in effect until October 1, 2015. However, the City may terminate this Agreement prior to said date by ordinance of the City Commission provided that the fees theretofore collected by the County from the SMSBA within the City are sufficient to compensate the County for the cost of capital improvements, including debt service, and also maintenance costs incurred by the County pursuant to this Interlocal Agreement for the benefit of the City. Said amount of compensation shall not include the cost of any portion of the road improvements or other expenditures which may not lawfully be funded by fees generated by the SMSBA; and in the event of early termination, there shall be no reimbursement due from the City to the County for such expenditures.

**Section 6.** This Agreement may be amended by written consent of the City and the County at any time.

**IN WITNESS WHEREOF,** the parties hereto have caused the execution hereof by their duly authorized officials on the dates stated below.

**CITY OF ST. AUGUSTINE BEACH**

BY: \_\_\_\_\_  
Mayor - Commissioner

Date: \_\_\_\_\_, 1995

**ATTEST:**

\_\_\_\_\_  
City Manager

(SEAL)

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Its Chairman

Date: \_\_\_\_\_, 1995

**ATTEST:**

\_\_\_\_\_  
Carl "Bud" Markel  
Clerk of the Circuit Court

(SEAL)