

RESOLUTION NO. 99- 98

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO
EXECUTE AN IMPACT FEE CREDIT AGREEMENT WITH
ST. AUGUSTINE ASSOCIATES, INC.
("ST. AUGUSTINE ASSOCIATES")**

WHEREAS, St. Augustine Associates is the Developer of certain lands contained within the St. Augustine Centre Project (the "Project") as described and approved in St. Johns County Resolution No. 97-77 (the "Development Order"); and

WHEREAS, Section 13 of St. Johns County Ordinance No. 87-57, as amended, St. Johns County Road Impact Fee Ordinance ("Road Impact Fee Ordinance") allows for impact fee credits to be granted by the Board of County Commissioners before completion of specified roadway improvements if adequate assurances are given by the applicant that the standards will be met and the feepayer posts a security bond for the costs of such construction; and

WHEREAS, in accordance with the Development Order and the Road Impact Fee Ordinance, St. Augustine Associates is entitled to certain impact fee credits for certain improvements to be made to I-95 and State Road 16, identified in the Development Order.

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

Section 1. The County Administrator is hereby authorized to approve and execute an Impact Fee Credit Agreement with St. Augustine Associates substantially in the form of that which is attached hereto and incorporated herein by reference for those improvements identified within the Development Order, which are eligible for impact fee credits.

Section 2. Upon acceptance by the County Administrator, the Clerk is instructed to record the agreement in the official records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15 day of June, 1999.

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

By: Marc Jacobsme
Its Chairman

ATTEST:

CHERYL STRICKLAND, CLERK

By: Patricia DeGrande
Deputy Clerk

**IMPACT FEE CREDIT AGREEMENT
("AGREEMENT")**

Road Impact Fees

THIS AGREEMENT is made this _____ day of _____, 1999, by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County") and **ST. AUGUSTINE ASSOCIATES, INC.** ("St. Augustine Associates").

RECITALS:

- A.** St. Augustine Associates is the Developer of certain lands contained within the St. Augustine Centre Project ("Project"), as described and approved in St. Johns County Resolution No. 97-77 (the "Development Order").
- B.** Pursuant to St. Johns County Ordinance No. 87-57, as amended, ("Road Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, as evidenced by such person's application for a building permit or certificate of occupancy ("Feepayer"), to pay a road impact fee ("Road Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads within St. Johns County.
- C.** Section 13 of the Road Impact Fee Ordinance allows impact fee credits to be granted for certain roadway improvements ("Road Impact Fee Credits").
- D.** Pursuant to the Development Order and County and Florida Department of Transportation ("FDOT") requirements, St. Augustine Associates is constructing roadway improvements to the I-95 exit ramps (Northbound and Southbound) and State Road 16, which improvements are recognized as meeting the requirements for credit.
- E.** Pursuant to the terms of the Road Impact Fee Ordinance, County and St. Augustine Associates desire to set forth their agreement and a procedure for the application and treatment of such Road Impact Fee Credits.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The total Road Impact Fee Credits will be calculated as the sum shown on Exhibit "A" in the amount of \$837,820.50 (see attached Exhibit A).
2. From and after the date hereof, all Feepayers applying for building permits or certificates of occupancy in connection with the construction of the Project shall pay the amount due under the Road Impact Fee Ordinance directly to St. Augustine Associates. Then so long as the total Road Impact Fee Credits which St. Augustine Associates has issued vouchers for under this Agreement is less than the total Road Impact Fee Credits authorized by this Agreement, St. Augustine Associates shall issue to such Feepayer a voucher evidencing full payment of Road Impact Fees in connection with such Feepayers application for a building permit or certificate of occupancy. The voucher issued by St. Augustine Associates shall contain a statement setting forth the amount of Road Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer.
3. In the event that St. Augustine Associates determines to sell all or part of the Project, St. Augustine Associates may sell, transfer, assign or convey a proportional part of the Road Impact Fee Credits to such purchaser, transferee, assignee or grantee for use within the Project for such consideration as St. Augustine Associates, in its sole discretion, determines. In such event, St. Augustine Associates shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the Road Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Road Impact Fee Credits, if any, shall remain vested in St. Augustine Associates. In no event shall St. Augustine Associates sell, transfer, assign or convey all or part of the Road Impact Credits for use outside of the Project boundaries without the approval of the County.
4. On or before January 31 of each year, so long as there remains any Road Impact Fee Credits, St. Augustine Associates shall prepare and deliver to the County Planning Department an annual report setting forth the amount of Road Impact Fee payments made by the Feepayers applying for building permits or certificates of occupancy within the Project and the remaining balance of Road Impact Fee Credits.

5. At such time as the Road Impact Fee Credits provided for hereunder have been exhausted, St. Augustine Associates or the FeePAYERS seeking building permits or certificates of occupancy within the Project shall pay to the County the Road Impact Fees as are then due and payable under the Road Impact Fee Ordinance in effect at that time.

6. Miscellaneous Provisions.
 - a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All parties to this Agreement have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

 - b. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

 - c. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders and captions and paragraph headings shall be disregarded.

 - d. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

 - e. The captions of the various paragraphs of this Agreement are inserted for the purpose of convenient reference only and shall not affect the construction or interpretation to be given any of the provisions hereof or be deemed in any manner to define, limit, modify or prescribe the scope or intent of this Agreement or any provisions hereof.

 - f. The Agreement, and any Exhibits and/or addendum made a part hereof, constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.

- g.** This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

- h.** All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date set forth above.

ST. AUGUSTINE ASSOCIATES

By: _____
Print Name: _____
Title: _____

ST. JOHNS COUNTY, FLORIDA

By: _____
Ben W. Adams, Jr.
County Administrator

EXHIBIT "A"

(Total Road Impact Fee Credits Due St. Augustine Associates)

Exhibit A

ST. AUGUSTINE CENTRE - BELZ OUTLET MALL S.R. 16 & I-95 RAMP IMPROVEMENTS							
Bid Item	Description	Unit	Qty.	Unit Price	Extended Price	Impact Fee Qty.	Credit Cost
1	Mobilization	LS	1	55,000.00	55,000.00		
2	M. O. T.	LS	1	42,805.00	42,805.00	0.50	27,500.00
3	Clearing & Grubbing	LS	1	60,000.00	60,000.00	0.50	21,402.50
4	Erosion Control	LS	1	3,500.00	3,500.00	0.50	30,000.00
5	Excavator (Regular)	CY	3,500	8.00	28,000.00	3,500	1,750.00
6	Excavator (Borrow)	CY	6,380	7.00	44,660.00	6,380	28,000.00
7	Limerock Base 4"	SY	3,618	9.00	32,562.00	2,900	44,660.00
8	Limerock Base 12.5"	SY	2,500	12.00	30,000.00	1,375	28,100.00
9	Limerock Base 14"	SY	3,600	14.00	50,400.00	3,600	16,500.00
10	Tack Coat	GA	1,000	1.10	1,100.00	800	50,400.00
11	Milling 1"	SY	16,000	1.25	18,750.00	9,300	880.00
12	Milling 1.5"	SY	4,400	2.00	8,800.00	4,400	11,625.00
13	Asphalt 1.5"	SY	2,165	53.00	114,745.00	1,350	8,800.00
14	Asphalt 4.0"	SY	2,500	11.00	27,500.00	1,375	71,550.00
15	Asphalt 5.5"	SY	3,600	13.00	46,800.00	3,600	15,125.00
16	Friction Course 5/8"	SY	10,400	2.00	20,800.00	8,340	46,800.00
17	Friction Course 1"	SY	18,800	2.50	47,000.00	11,280	16,680.00
18	12" Stab. Subgrade	SY	7,700	1.50	11,560.00	7,700	28,200.00
19	30" Endwall	EA	1	1,500.00	1,500.00	1	11,560.00
20	36" Endwall	EA	1	2,000.00	2,000.00	1	1,500.00
21	P-5 Curb Inlet	EA	2	2,000.00	4,000.00	2	2,000.00
22	Type "C" D.B. Inlet	EA	5	2,100.00	10,500.00	5	4,000.00
23	Type "F" D.B. Inlet	EA	6	1,300.00	7,800.00	6	10,500.00
24	Type "J" Manhole	EA	1	2,300.00	2,300.00	1	7,800.00
25	Separator Inlet	EA	1	2,200.00	2,200.00	0	2,300.00
26	Slots for D.B. Inlet	EA	5	500.00	2,500.00	5	0.00
27	Rebuild M.H. Cover	EA	2	1,200.00	2,400.00	2	2,500.00
28	Remove/Replace P-5 Top	EA	1	1,500.00	1,500.00	1	2,400.00
29	RCP 15"	LF	20	20.00	400.00	20	1,500.00
30	RCP 18"	LF	71	26.00	1,846.00	71	400.00
31	RCP 24"	LF	100	33.00	3,300.00	100	1,846.00
32	RCP 30"	LF	64	43.00	2,752.00	64	3,300.00
33	RCP 36"	LF	24	60.00	1,440.00	24	2,752.00
34	RCP 19"x30"	LF	133	40.00	5,320.00	65	1,440.00
35	RCP 34"x53"	LF	1,188	45.00	53,460.00	1,188	2,600.00
36	M.E.S. 24"	EA	1	1,000.00	1,000.00	1	53,460.00
37	M.E.S. 30"	EA	1	1,500.00	1,500.00	1	1,000.00
38	M.E.S. 34"x53"	EA	2	2,300.00	4,600.00	2	1,500.00
39	Type "F" Curb	LF	1,200	9.00	10,800.00	0	4,600.00
40	Conc. Separator - 4" Width	LF	370	15.00	5,550.00	0	0.00
41	Conc. Separator - Var. Width	SY	180	40.00	7,200.00	180	0.00
42	Conc. Sidewalk	SY	105	25.00	2,625.00	0	7,200.00
43	Conc. Ditch Pavement	SY	200	45.00	9,000.00	200	0.00
44	Sodding	SY	1,622	2.50	4,055.00	1,170	9,000.00
45	Seed & Mulch	SY	3,500	0.75	2,625.00	3,500	2,925.00
46	Lighting & Signalization	LS	1	345,000.00	345,000.00	0.67	2,625.00
47	Striping & Signs	LS	1	40,000.00	40,000.00	0.50	231,150.00
					1,183,145.00		
							837,820.50

O.K. J. 6/9/99