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Public Records of  
St. Johns County, FL  
Clerk# 04-033846  
O.R. 2193 PG 358  
11:14AM 05/06/2004  
REC \$37.00 SUR \$5.00

RESOLUTION NO. 2004- 95

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE TOWN OF HASTINGS AUTHORIZING ST. JOHNS COUNTY TO PAVE THE ROADS LOCATED WITHIN THE TOWN OF HASTINGS UNDER THE DIRT ROAD IMPROVEMENT PROGRAM.**

**RECITALS**

**WHEREAS**, the Town of Hastings, a political subdivision of the State of Florida has presented to the County an Interlocal Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, authorizing St. Johns County to pave the roads located within the boundaries of the Town of Hastings and St. Johns County; and

**WHEREAS**, Section 163.01, Florida Statutes authorizes St. Johns County and the Town of Hastings to enter into such an Agreement; and

**WHEREAS**, St. Johns County Public Works Department proposes to utilize the County's Dirt Road Improvement Program (DRIP) for paving those specific roadways identified in Exhibit "A" of the Interlocal Agreement; and

**WHEREAS**, the Town of Hastings will own, operate and maintain the roadways identified in the Interlocal Agreement at the expense of the Town of Hastings after they are paved; and

**WHEREAS**, in the mutual spirit of interlocal assistance and cooperation, both St. Johns County and the Town of Hastings agree to contribute effort towards the proposed improvements so that a better roadway facility for the citizens may result.

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

**Section 1.** The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

**Section 2.** The terms and conditions of the attached Interlocal Agreement are hereby approved and the Chair of the Board of County Commissioners is hereby authorized to execute said Agreement.

**Section 3.** The Clerk of Courts is instructed to record the Resolution in the Official Records of St. Johns County, Florida.

W. Let BCC Sec'y  
P. Degrande

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 4th day of May, 2004.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: *Karen R. Stern*  
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk of Courts

By: *Patricia DeBonde*  
Deputy Clerk

RENDITION DATE 5-5-04

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into this 12<sup>th</sup> day of April, 2004, by and between TOWN OF HASTINGS, a political subdivision of the State of Florida ("Town of Hastings"), and ST. JOHNS COUNTY, a political subdivision of the State of Florida ("St. Johns County").

**WHEREAS**, there are unpaved public roadways that have been identified by St. Johns County to be paved under the St. Johns County Dirt Road Improvement Program that are located within the boundaries of St. Johns County ("roadways") and also within the Town of Hastings; and

**WHEREAS**, St. Johns County has maintained some of these roads at County expense for an extended period of years; and

**WHEREAS**, there are other dirt roads within the Town of Hastings that are beyond the capability of the Town of Hastings to maintain, but that have not previously been maintained by St. Johns County; and

**WHEREAS**, St. Johns County Public Works Department proposes to utilize the County's Dirt Road Improvement Program (DRIP) for the paving of those specific roadways identified in **Exhibit "A"**, attached hereto, incorporated by reference, and made part hereof; and

**WHEREAS**, the roadways identified in **Exhibit "A"** are in need of improvement, both within the boundaries of St. Johns County and within the boundaries of the Town of Hastings; and

**WHEREAS**, St. Johns County and the Town of Hastings have determined that an Agreement is needed, in order to authorize St. Johns County to pave the roads; and

**WHEREAS**, the Town of Hastings will own, operate and maintain the roadways identified in **Exhibit "A"** at the expense of the Town of Hastings after they are paved; and

**WHEREAS**, in the mutual spirit of interlocal assistance and cooperation, both St. Johns County and the Town of Hastings agree to contribute effort towards the proposed improvements, so that a better roadway facility for citizens may result; and

**WHEREAS**, Section 163.01, Florida Statutes authorizes St. Johns County, and the Town of Hastings to enter into such an Interlocal Agreement.

**NOW, THEREFORE**, in consideration of mutual covenants and promises contained herein, it is agreed by and between the parties as follows:

**Section 1.** The following delineates the respective responsibilities of the parties:

a. St. Johns County will proceed as expeditiously as possible to prepare any required plans and obtain required permits for the DRIP paving of the roadways identified in **Exhibit "A"**.

b. St. Johns County will be responsible for all costs associated with the DRIP paving operation including roadway sub-base preparation, asphalt paving, incidental maintenance of the existing drainage system and all costs relative to the performance, administration, management and inspection of the construction work for this project.

c. St. Johns County will remain responsible for the performance of the pavement contractor with regard to any required warranty work throughout the warranty period provided in St. Johns County's existing contract for DRIP paving.

d. Town of Hastings will, upon notification by St. Johns County, be responsible for any vertical and/or horizontal adjustments to its manholes, valve boxes, water or sewer facilities, and other utility and drainage assets located within its boundaries that may become necessary in the course of construction. Any facilities or improvements not directly appurtenant to the roadways identified in **Exhibit "A"** will remain the responsibility of the Town of Hastings.

e. Immediately upon completion of the paving of each road the Town of Hastings will become responsible for the ownership, maintenance, and operation of the roadway without further recourse to assistance from St. Johns County.

f. St. Johns County and the Town of Hastings both agree to pursue these improvements: 1) cooperatively; 2) with due diligence under a mutually agreed schedule; 3) ensuring that the necessary resources are made available in a timely basis; and 4) in a manner that will contribute to all portions of the overall effort being completed under the terms and conditions of this Agreement.

g. This Agreement may be amended by mutual written agreement of St. Johns and the Town of Hastings and this Agreement may be terminated by mutual written agreement of St. Johns and the Town of Hastings.

**Section 2.** If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

**Section 3.** Both St. Johns and Town of Hastings acknowledge that this Agreement constitutes the complete agreement and understanding of both parties. Both St. Johns and

Town of Hastings acknowledge that any amendments to the Agreement shall be in writing, and approved by the appropriate legislative body.

**Section 4.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this Agreement shall be in St. Johns County, Florida.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this day and year below written.

Board of County Commissioners,  
St Johns County, Florida

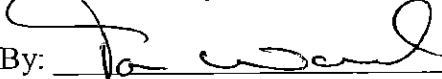
By: \_\_\_\_\_  
Karen R. Stern, Chair

Date: \_\_\_\_\_

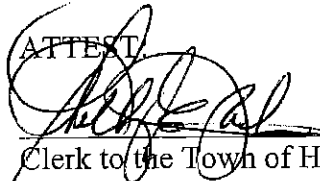
ATTEST:

\_\_\_\_\_  
Clerk to the Board of County Commissioners,  
St. Johns County, Florida

Town of Hastings

By: 

Date: April 12, 2004

ATTEST  
  
Clerk to the Town of Hastings

**HASTINGS – ST. JOHNS COUNTY  
INTERLOCAL AGREEMENT  
FOR  
DRIP PAVING  
  
EXHIBIT “A”**

**Roads that St. Johns County has maintained:**

1. **Lodge St.** from the Town Limit to North Washington St., a distance of approximately 0.13 miles.
2. **Gilmore St.** from North Washington St. to Chase St., a distance of approximately 0.28 miles.
3. **Gilmore Circle** from Gilmore St. to its dead end, a distance of approximately 0.03 miles.
4. **West George Miller Road** from its dead end east to South Dancy Ave., a distance of approximately 0.07 miles.
5. **East Manson Road** from South Main St. to Vanessa Ave., a distance of approximately 0.13 miles.
6. **Vanessa Ave.** from West George Miller Road to East Manson Road, a distance of approximately 0.06 miles.

**Roads that St. Johns County has not previously maintained:**

1. **Park Ave.** from North Orange St. to its dead end, a distance of approximately 0.07 miles.
2. **Cypress St.** from North Orange to its dead end, a distance of approximately 0.06 miles.
3. **East Cochran Ave.** from North Orange to its dead end, a distance of approximately 0.14 miles.
4. **North Calhoun St.** from East Church St. to East Lattin St., a distance of approximately 0.18 miles.

# Tables

	Year Paved	Length
Daniels Street	2001	0.22
Pompey Miller Street	2001	0.13
West Holtz Street	2001	0.34
<b>Total</b>		<b>0.69</b>

## Roads on DRIP List

	Length	Cost
Green End Lane	0.06	\$4,900.00
Hatten Lane	0.07	\$5,717.00
Reno Street	0.08	\$6,533.00
Ware Lane	0.06	\$4,900.00
Hannah Street	0.12	\$9,800.00
Merkerson Street	0.06	\$4,900.00
North Main Street	0.07	\$5,717.00
Hensley Street	0.07	\$5,717.00
<b>Total</b>	<b>0.59</b>	<b>\$48,184.00</b>

## Roads St. Johns County Maintains

	Length	Cost
Lodge Street	0.13	10,617.00
Gilmore Street	0.28	22,868.00 ✓
Gilmore Circle	0.03	2,450.00 ✓
West George Miller	0.07	5,717.00 ✓
East Manson Road	0.13	10,617.00 ✓
Vanessa Avenue	0.06	4,900.00
<b>Total</b>	<b>0.7</b>	<b>52,269.00</b>

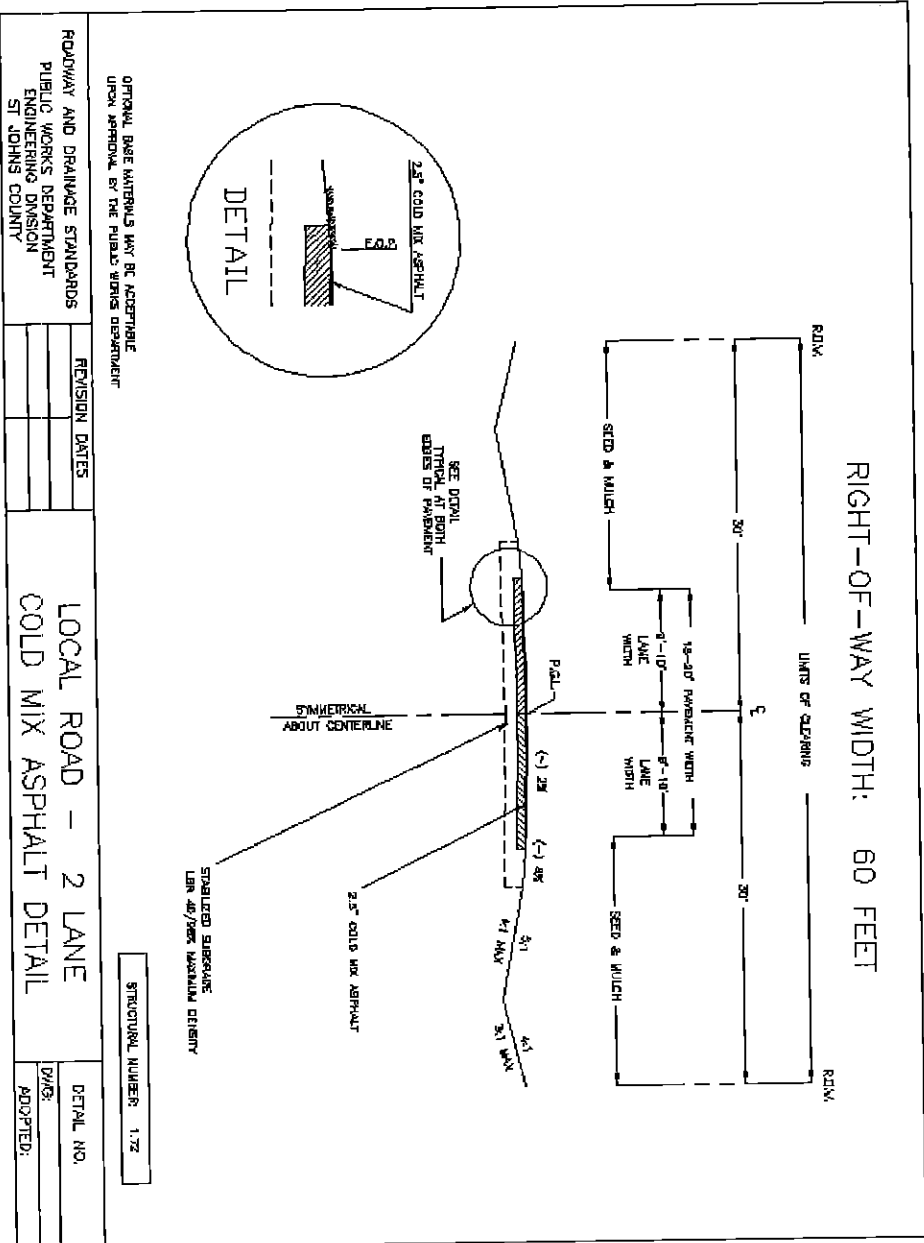
## Roads St. Johns County Does Not Maintain

	Length	Cost
Park Avenue	0.07	\$5,717.00 ✓
Cypress Street	0.06	\$4,900.00 ✓
East Cochran Avenue	0.14	\$11,434.00 ✓
North Calhoun Street	0.18	\$14,700.00 ✓
<b>Total</b>	<b>0.45</b>	<b>\$36,751.00</b>

\* Length per Mile

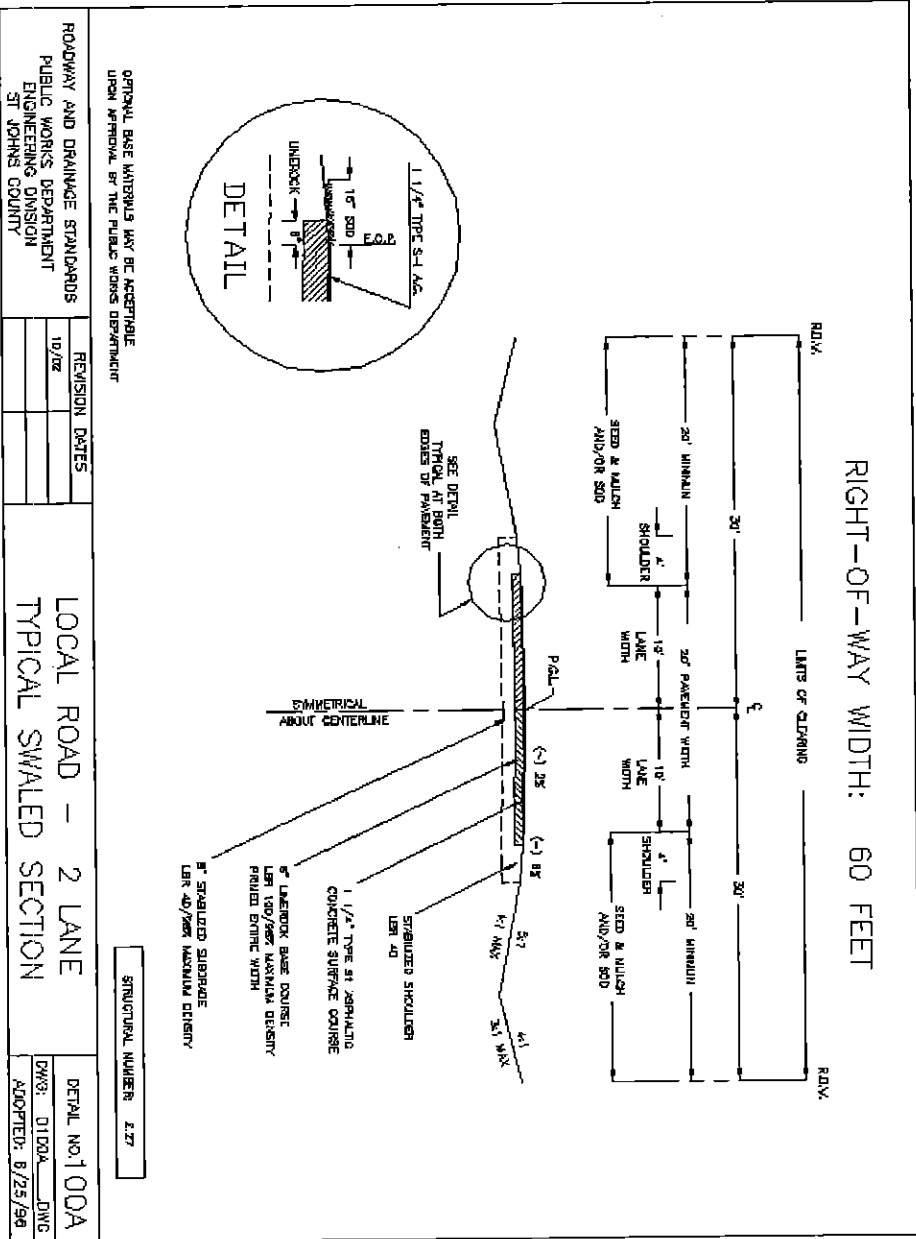
\* Cost based on FY 2003 cost per mile (\$81,671.00)

# Typical Section for a Cold Mix Road





# Typical Section for a Local Road



OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON APPROVAL BY THE PUBLIC WORKS DEPARTMENT

ROADWAY AND DRAINAGE STANDARDS  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION  
ST. JOHNS COUNTY

REVISION DATES	
10/12	

LOCAL ROAD - 2 LANE  
TYPICAL SWALED SECTION

DETAIL NO. 100A  
DWG: 0100A DWS  
ADOPTED: 8/25/98

STRUCTURAL NUMBER: 2.27