

RESOLUTION NO. 2005- 328

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA, ADDRESSING ISSUES
REGARDING COOPERATION BETWEEN THE TOWN OF
HASTINGS AND ST. JOHNS COUNTY.

WHEREAS, St. Johns County, Florida, a political subdivision of the State of Florida (the "County") and the Town of Hastings, Florida, a municipal corporation organized under the laws of the State of Florida (the "Town") are authorized to enter into interlocal agreements pursuant to Chapter 163, Florida Statutes; and

WHEREAS, the Town and County have an interlocal agreement, dated April 25, 1995, for residential solid waste pick-up services; and

WHEREAS, the Town and County have an interlocal agreement, dated October 11, 1999, for the purpose of establishing a special needs emergency shelter; and

WHEREAS, the Town and County have an interlocal agreement, dated November 28, 1990, (the Original Agreement) as amended by an interlocal agreement dated June 2, 1992, pertaining to the Town's water and sewer service area, defining service boundaries for water and sewer service and providing that the Town will only provide water services and will not provide sewer or wastewater services to County residents; and

WHEREAS, the Town and County have an interlocal agreement, dated June 10, 1997, as amended on December 12, 1997, recognizing the need to work cooperatively to delineate and establish formal water and sewer service areas for the Town and County, and identifying service area boundaries; and

WHEREAS, the Town and County have an interlocal agreement, dated November 12, 1991, for the purpose of furnishing available fire department personnel and equipment; and

WHEREAS, the Town and County have an interlocal agreement, dated August 8, 2005, providing for improvements at County expense to the air conditioning system to that portion of the Hastings High School building containing the Hastings Branch County Library; and

WHEREAS, the Town and County have an interlocal agreement, dated April 12, 2004, for the purpose of utilizing the Dirt Road Improvement Program (DRIP) to allow the County to pave certain unpaved roads that are identified in the interlocal agreement within the Town; and

WHEREAS, the Town and County have an interlocal agreement, dated April 7, 1993, in connection with the State Housing Initiatives Partnership (SHIP) Act; and

WHEREAS, the Town and County have an interlocal agreement, dated April 12, 1999, recognizing the Town as a Participating Municipality under the Land Acquisition and Management Program (LAMP); and

WHEREAS, a copy of current Interlocal Agreements between the County and the Town is attached hereto and incorporated herein as Exhibit A.

WHEREAS, the Town has recently annexed approximately 608 acres of property into the Town; and

WHEREAS, there is a need to address issues regarding cooperation between the Town and the County due to these recent annexations that are not covered adequately through the current interlocal agreements.

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

1. The County has assisted the Town of Hastings with various maintenance and operational issues over the past years. The County intends to continue that cooperative relationship whenever requested.

2. In the spirit of mutual cooperation, the County has identified the need for interlocal agreements concerning the following:

a. Roads/Drainage: There is a need to delineate maintenance responsibilities for roadway and drainage facilities within the Town of Hastings. St. Johns County currently maintains a number of local streets and drainage facilities within the Town Limits of Hastings. The following roads should be maintained by St. Johns County:

- (1) County Road 13 (Main St.) from the proposed annexation limits to the intersection with SR 207
- (2) Barrel Factory Road and South Dancy St. from the proposed annexation limits to the intersection with SR 207.
- (3) All of Hastings Blvd., which borders the annexation area on the east.
- (4) All of Leonard Road, which borders the proposed annexation area on the south.

All other roads that extend from the County into the Town would be maintained by the Town of Hastings within the Town limits. Drainage facilities that lie within the rights-of-way of the above listed roads would be maintained by St. Johns County both in the County and within the Town limits. All other drainage facilities would be maintained by the Town of Hastings within the Town limits.

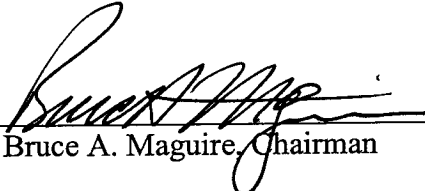
b. Permitting: The County should review requests for driveway connections from development proposals within the Town of Hastings that connect to County roadway or drainage facilities and determine appropriate roadway and drainage standards for such connections.

- c. Concurrency: The County and the Town should allow for an exchange of concurrency review for development proposals within the Town of Hastings that impact County infrastructure and facilities, and development proposals outside the Town of Hastings that impact Town infrastructure and facilities. The County and the Town should determine if common standards and methodology for concurrency review can be agreed upon.
- d. Impact Fees: The County and the Town should provide for similar impact fee revenue sharing as exist between the County and St. Augustine Beach. School impact fees should be collected by the Town.
- e. Parks/Recreation: The County and the Town should provide for Park impact fees or other funding mechanism to provide County park and recreation facilities unless the Town of Hastings is willing to provide a municipal park and recreation system.
- f. Notice: The Town should provide notice for any future annexation, rezoning, or Comprehensive Plan amendment and allow for review and comment period by the County prior to taking final action.
- g. Utilities: Ordinance 99-36, the St. Johns County Water and Wastewater Service Area Ordinance was enacted to address cost-effective and efficient service provision within the County. In accordance with this ordinance, the County and the Town should coordinate needed amendments and revisions to address, but not be limited to, the following:
 - (i) Whether the Town's existing infrastructure should be expanded and improved to accommodate additional development, and if so, would the expansion of the treatment plants be permissible;
 - (ii) Identify which entity would pay for the plant expansions and its affect on existing high water and sewer rates; and
 - (iii) Identify whether developers will build separate plants for their specific projects, and if so, which entity would operate them and would they serve customers outside the Town limits.
- h. Fire Service: The County and the Town need to update the expired Fire Service interlocal agreement.

3. The County hereby expresses its desire and willingness to enter into discussions with the Town for the above mentioned possible interlocal agreements and any other interlocal agreements desired by the Town.

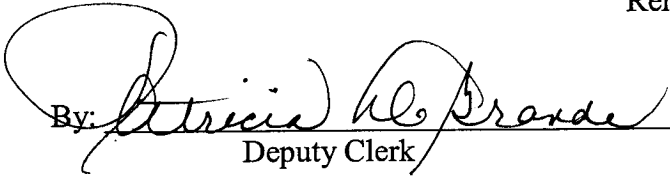
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18th day of October, 2005.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk

Rendition Date: 10-20-05

By: 
Deputy Clerk



**INTERLOCAL AGREEMENT FOR RESIDENTIAL
SOLID WASTE PICK-UP SERVICES**

THIS INTERLOCAL AGREEMENT is approved and executed this 25th day of April, 1995, by and between the Town Council of the Town of Hastings, Florida ("TOWN") and the Board of County Commissioners of St. Johns County ("COUNTY").

WHEREAS, the TOWN has found that the services provided by the TOWN for the pick-up of residential solid waste pose substantial costs to the TOWN which can not be satisfactorily recouped from the fees charged for such services by the TOWN; and

WHEREAS, the TOWN is obligated to its citizens to provide for prompt, regular and efficient pick-up of residential solid waste; and

WHEREAS, the COUNTY has the facility through its contractual arrangement with Browning Ferris Industries ("BFI") to provide the needed services at an annual rate of \$117.00 per residential unit, a rate which the TOWN finds reasonable and appropriate for the services rendered; and

WHEREAS, the COUNTY already charges each residential unit in the TOWN an annual fee of \$65.00 for disposal of solid waste at the COUNTY'S landfill;

NOW, THEREFORE, the TOWN and the COUNTY agree as follows:

SECTION 1. The TOWN and the COUNTY enter this Interlocal Agreement under the general authority provided pursuant to Section 163.01, Florida Statutes.

SECTION 2. BFI, pursuant to its contract with the COUNTY, will pick up residential solid waste within the borders of the

TOWN'S corporate limits. The service provided will include curbside pick-up of residential garbage, yard trash, and rubbish and will also include recycling of residential solid waste.

SECTION 3. The COUNTY will charge each residential unit an annual fee of \$117.00 for the services rendered by BFI. In addition to this fee, the COUNTY will continue to charge each residential unit an annual fee of \$65.00 for disposal of the collected waste at the COUNTY'S landfill.

SECTION 4. Billing for the fees charged will be accomplished by inclusion of the fees as non-ad valorem assessments on the annual ad valorem property assessment bill for each residential unit within the TOWN. Until such time as the fees can be included in the property assessment bills, the TOWN will continue to collect the fee and forward the proceeds collected to the COUNTY.

SECTION 5. The TOWN may continue to service commercial solid waste customers or may allow those commercial customers to negotiate individual agreements with BFI for the pick-up of commercial solid waste. The COUNTY will continue to charge each commercial unit within the TOWN the \$77.00/ton tipping fee for solid waste disposal at the COUNTY'S landfill.

SECTION 6. The TOWN will provide to the COUNTY all information necessary for BFI to provide the agreed services and for proper billing of the fees charged.

SECTION 7. This Agreement may be amended by written consent of the TOWN and the COUNTY at any time.

SECTION 8. This Agreement shall remain in effect until terminated by either the TOWN or the COUNTY provided that any such

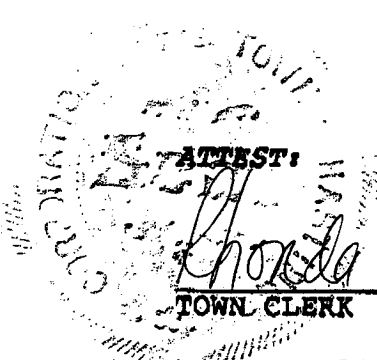
termination shall not be effective unless 120 days written notice is given prior to the anniversary of the date cited herein for execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the dates set forth below.

EXECUTED by the TOWN Council of the TOWN of Hastings, Florida on the 10th day of April, 1995.

TOWN COUNCIL OF HASTINGS

BY: [Signature]
It's MAYOR



ATTEST:
[Signature]
TOWN CLERK

EXECUTED by the Board of County Commissioners of St. Johns County, Florida on the 25th day of April, 1995.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

BY: [Signature]
It's CHAIR - Barbara Ward

ATTEST: Carl "Bud" Markel, Clerk

[Signature]
CLERK OF THE CIRCUIT COURT
c:\hastings\intracst.apr

**AGREEMENT BETWEEN ST. JOHNS COUNTY
AND THE TOWN OF HASTINGS**

THIS INTERLOCAL AGREEMENT, entered into as of the 11th day of OCTOBER, 1999, by and between ST. JOHNS COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as "COUNTY" and the TOWN OF HASTINGS, hereinafter referred to as "TOWN".

WHEREAS, the TOWN has agreed to allow COUNTY use of the Hastings Community Building (Old Hastings High School Building) as an emergency shelter; and

WHEREAS, the TOWN is currently further renovating the Hastings Community Building including the installation of fire alarm and sprinkler systems, some demolition and selective renovation and repairs to the auditorium space; and

WHEREAS, the TOWN has retained architect, Les Thomas, to work on the current grant project and his structural engineer has determined that the renovated building would meet and exceed the 100 mile per hour wind loads required for this area; and

WHEREAS, the COUNTY, at its April 20, 1999 regular meeting agreed to release \$100,000 appropriated in the General Fund (Special Contingency) to the TOWN for these specific renovation purposes at the Hastings Community Building,

NOW THEREFORE BE IT RESOLVED, that the COUNTY agrees to release these funds to the TOWN for specific use in the renovations of the Old Hastings High School in exchange for the future use of the Hastings Community Building by the COUNTY during any future (in perpetuity), declared emergency or any other mutually agreed upon use; and.

BE IT FURTHER RESOLVED, that the TOWN agrees and shall furnish to the COUNTY prior to release of the \$100,000 appropriation an itemized budget prepared by the architect, Les Thomas, detailing how the appropriation is to be spent; and

BE IT FURTHER RESOLVED that after the appropriation is expended the Town shall furnish an accounting and documentation to assure that the grant funds were used appropriately and specifically for the renovations of the Hastings Community Building as agreed hereto. Said documentation shall be delivered to St. Johns County quarterly, until the appropriation is fully expended for a period not to exceed one (1) year.

ATTEST: CHERYL STRICKLAND, CLERK

ST. JOHNS COUNTY, FLORIDA
BY ITS COUNTY ADMINISTRATOR

By: *Cheryl Strickland*

By: *Bob Allen*

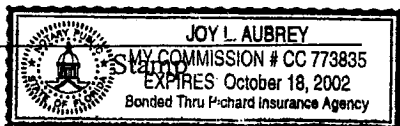
ATTEST:

TOWN OF HASTINGS, FLORIDA
BY ITS CLERK

By: *Joy L. Aubrey*
Notary

By: *Shelby Jack Varnes*
Shelby Jack Varnes, Clerk

Date: *October 11, 1999*



FILED
OCT 11 1999
AM 9:12
CLERK COUNTY COMMISSION
ST. JOHNS COUNTY FL

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HASTINGS, FLORIDA
AND THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY
AUTHORIZING THE TRANSFER OF FUNDS FOR THE PURPOSE OF
ESTABLISHING A SPECIAL NEEDS EMERGENCY SHELTER

This Interlocal Agreement is made by and between the Town of Hastings, Florida ("Town") and St. Johns County, Florida ("County");

WITNESSETH:

RECITALS:

WHEREAS, the Town and the County find that providing a special needs emergency shelter would best serve the public interest and promote the public health, safety and welfare; and

WHEREAS, the Town and the County agree that locating a special needs emergency shelter within the Town of Hastings Community Center would better provide the necessary services; and

WHEREAS, adoption of this interlocal agreement between the Town and the County is to the parties mutual advantage by allowing for a more efficient use of their powers, resources, services and facilities; and

NOW, THEREFORE, the Town and the County enter this Interlocal Agreement pursuant to Chapter 163, Florida Statutes, for the purpose of providing for the transfer of funds for a special needs emergency shelter, and for providing a method by which this purpose will be accomplished.

Section 1. Purpose. The aforementioned Recitals are hereby incorporated by reference and adopted as findings of fact and conclusions of law articulating the purpose of this Interlocal Agreement.

Section 2. Method to Accomplish the Purpose.

- a) The Town agrees to transfer the sum of \$ 83,334.00, in one lump-sum payment, to the County, on or before January 5, 2000. This being the sum of funds received from the County by the Town pursuant to a resolution and Interlocal Agreement adopted on April 20, 1999 for the renovation of an existing Town facility into an emergency shelter.
- b) The County agrees to utilize the sum referenced in paragraph (a) above as the matching fund for the State of Florida, Department of Community Affairs grant that was awarded to the County to establish a special needs emergency shelter for residents of St. Johns, Flagler and Putnam counties.
- c) Provided that the County receives the necessary funding to establish a special needs emergency shelter, the County agrees to locate said shelter


within the Town of Hastings Community Center.

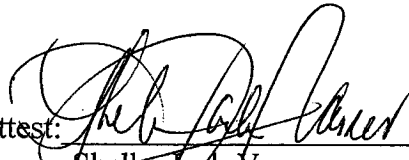
- d) The Town agrees that the said special needs emergency shelter shall serve eligible residents encompassed in paragraph (b) above.
- e) This Agreement shall terminate upon the fulfillment of the conditions listed in paragraphs (a) through (d) above.
- f) This Agreement shall be limited to its stated Purpose and Method to Accomplish the Purpose. Nothing in this Agreement shall be construed to alter the parties' respective duties, obligations, or liabilities in the acquisition, disposition, ownership, operation, maintenance, lease, sale, construction, or administration of the aforementioned shelter.

Section 3. Effective Date. This Agreement shall become effective upon filing with the Clerk of the Circuit Court of St. Johns County, Florida.

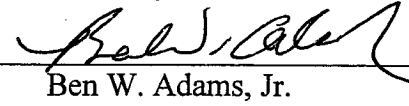
IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed by its duly authorized officers.

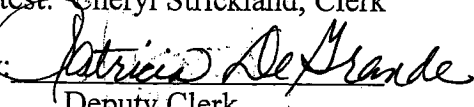
Town Council for the Town of Hastings, Florida.

By: 
Edward Singleton, Jr., Mayor
Dated: November 20, 2000.

Attest: 
Shelby Jack-Varnes
Town Clerk
(Seal)

For the Board of County Commissioners,
St. Johns County, Florida.

By: 
Ben W. Adams, Jr.
County Administrator
Dated: November 28, 2000.

Attest: Cheryl Strickland, Clerk
By: 
Patricia DeGrande
Deputy Clerk
(Seal)

CHERYL STRICKLAND
CLERK COUNTY COMMISSION
ST. JOHNS COUNTY FL

00 NOV 29 PM 4: 31

FILED



ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners

BEN W. ADAMS, JR.
County Administrator

P.O. DRAWER 349
SAINT AUGUSTINE, FL
32085-0349

PHONE (904) 823-2535
FAX (904) 823-2507
SUNCOM 865-2535

Overview: In September of 1999, the Town of Hastings was given a \$100,000 grant by St. Johns County to accomplish renovations to the Community Center allowing its use as an emergency shelter. The County has obtained \$250,000 in funding from the State of Florida to upgrade the Community Center to a Special Needs Evacuation Shelter. The State appropriation requires a 25% match, a minimum of \$83,334.

In that the Town has not yet spent any of the \$100,000 that it was given by the County for this purpose, the County asks that the Town commit this money for use as the match for the grant. The County will be responsible for all project administration, construction management and grants requirements. The State will administer project funding through the Department of Community Affairs (DCA).

The Project: Renovation of the existing Hastings Community Center to serve as a Special Needs Evacuation Shelter. Currently, the Town has as its objective the renovation of the Community Center as a standard Evacuation Shelter.

Difference from the Current Scope of Services: Incorporates into the renovation a generator and other improvements required to allow the facility to be designated a Special Needs Evacuation Shelter. All other structural and protective revisions will comply with the codes applicable to an emergency shelter. These changes allow the shelter to be used by persons who have certain medical requirements that cannot be accommodated in a standard Evacuation Shelter.

Conditions of the DCA Grant:

Funds must be used prior to June 30, 2001

- Initial Project Documents Submitted to DCA
- Progress Reports
- Financial Report
- Reimbursement Requests
- Final Close-out Report
- Other Program Updates, Reports and Information required by DCA.

Other Conditions the County Will Accomplish:

County will be responsible for accomplishment of the audit requirements and for the cost of the audit.

Other than the requested funds, the County will be responsible for all costs of the project paid in advance of the State reimbursement.

AGREEMENT

THIS AGREEMENT made and entered into this 28th day of November, A.D., 1990, by and between the TOWN OF HASTINGS, a municipal corporation, organized under the laws of Florida, hereinafter called "TOWN", and ST. JOHNS COUNTY, a political subdivision of the State of Florida, hereinafter called "COUNTY",

WHEREAS, the governing bodies of the TOWN and the COUNTY recognize the need to work cooperatively to delineate and establish formal water and sewer service areas for the TOWN and COUNTY, and

WHEREAS, the TOWN and COUNTY recognize the importance of defined service areas and the long-term planning and financial considerations related thereto, and

WHEREAS, the TOWN intends to plan, construct, and maintain utility facilities to provide water and sewer service to customers within the respective service area boundaries of the TOWN and a portion of the County adjacent to the Northern and Northwestern borders of the TOWN,

NOW, THEREFORE, in consideration of the above and based on the covenants contained herein, it is agreed by and between the parties as follows:

1. Service area boundaries are formally presented on the Engineering Maps depicted in "Exhibit 1" attached hereto and they are further described as follows and in conjunction with the following definitions:
 - A. Service Area Boundaries The boundaries of the service area are delineated as follows:
 1. Southside: by the Florida East Coast Railway right-of-way and by the TOWN limits.
 2. Westside: by Cracker Branch
 3. North and East Sides: by the wetlands bordering Cypress Creek.

- B. Marsh/Wetlands - Boundaries depicted adjacent to marsh/wetlands areas have been located based on the assumption that development would not occur beyond the City's service area boundary (i.e., into the marsh/wetland). If future development does, in fact, occur into the marsh/wetland, and adjacent to the boundary, the boundary would be modified accordingly and related utility services would then be contained within the City's service area, unless service is available from the County
- C. Water-Boundaries depicted adjacent to or within a body of water are fixed as shown, and it is not intended that the boundary be presumed to be located elsewhere within the water or be applicable to any properties adjacent or related thereto.
- D. Right-of-Way-Boundaries depicted as contained within the confines of a designated right-of-way (TOWN, COUNTY or State) shall specifically indicate that properties abutting one side of the right-of-way are within the Town's service area and properties abutting the other side of the right-of-way are within the County's service area. Boundaries depicted along and adjacent/parallel to one side of a designated right-of-way shall specifically indicate that properties abutting both sides of the right-of-way will be within the service area that encompasses the right-of-way.
- E. TOWN Limits-Boundaries depicted as being coincident with TOWN limits shall be further described and supported by TOWN codes and ordinances, or other legal documents or surveys relating thereto.

F. Other-Boundaries depicted without obvious relationship to marsh/wetland, water, right-of-way or TOWN limits boundaries, shall generally be based on the following criteria:

1. Straight-line extension of a right-of-way boundary.
2. Subdivision or development boundary.
3. Straight-line between two known and identifiable points.
4. Prescribed distance(s) from existing, identifiable point(s).
5. Section lines, as depicted on USGS maps.
6. Other criteria that may be specifically defined to accurately locate a boundary line.

These boundaries, although not accurately presentable on the map, could be readily identified for reliable interpretation of the service area boundaries.

2. Service area boundaries may, from time to time, be amended by mutual agreement of the TOWN and COUNTY.
3. Properties not included within the Town's designated water and sewer service area shall be added to the Town's service area in the event of annexation of the properties to the TOWN, provided that water and sewer service is not, at the time, available from the County.
4. Properties not included within the Town's designated water and sewer service area may be added to the Town's service area upon approval of the COUNTY, at the request of the TOWN and in response to a property owner's

application to the TOWN for water and sewer service.

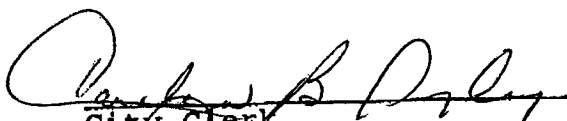
5. In the event that service area boundaries are amended, in accordance with paragraphs 2, 3, or 4 of this Agreement, the TOWN shall prepare the applicable modifications to the official Service Area Map for submittal to the COUNTY. The Mayor and the COUNTY Administrator shall be authorized to approve such Map Changes.

6. This Agreement may be amended by mutual agreement of the TOWN and COUNTY. In the event that no such amendments shall be made, this Agreement shall continue, indefinitely, in full force and effect. This Agreement may be terminated by either party upon 60 days notice to the other party.

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

ATTEST:

TOWN OF HASTINGS

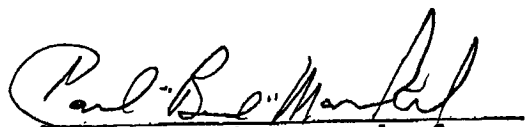

City Clerk
(Seal)



Mayor

Date: NOVEMBER 27, 1990

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA


Clerk to the Board of
COUNTY Commissioners of
St. Johns COUNTY, Florida

By: 
Chairman

(SEAL)

Date: November 28, 1990

AMENDMENT
TO
AGREEMENT

THE AGREEMENT made and entered into on the 28th day of November, A.D., by and between the TOWN OF HASTINGS, a municipal corporation, organized under the laws of Florida, hereinafter called "TOWN", and ST. JOHNS COUNTY, a political subdivision of the State of Florida, hereinafter called "COUNTY", pertaining to the TOWN'S water and sewer service area (the "Original Agreement") is hereby amended this 2nd day of June, 1992 as follows:


1. The governing bodies of the TOWN and the COUNTY recognize the need to work cooperatively to establish water service to County residents in close proximity to the TOWN,
2. The TOWN and COUNTY recognize the importance of defined service areas and the long-term planning and financial considerations related hereto,
3. The TOWN, having the ability to supply water services, shall forthwith provide potable water to the area defined in the Original Agreement,
4. The TOWN and COUNTY expressly agree that the TOWN will provide only water services and will provide no sewer or waste water services to COUNTY residents,
5. This Agreement may be amended by mutual agreement of the TOWN AND COUNTY. In the event that no such agreements shall be made, this Agreement shall continue, indefinitely, in full force and effect. This Agreement may be terminated by either party upon sixty (60) days notice to the other party,
6. All other terms and provisions of the Original Agreement shall remain in full force and effect.

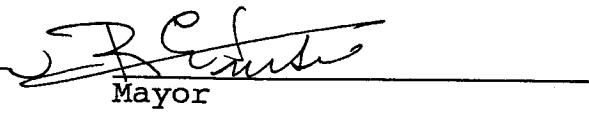
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IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this day and year below written.

ATTEST

TOWN OF HASTINGS


City Clerk


Mayor

Date: 6-15-92

ATTEST

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA


Deputy Clerk

BY: 
Its Chairman

Date: 6/15/92

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this 10 day of June, A.D., 1997, by and between the **TOWN OF HASTINGS**, a municipal corporation, organized under the laws of Florida, hereinafter called "TOWN" and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, hereinafter called "COUNTY",

WHEREAS, the governing bodies of the **TOWN** and the **COUNTY** recognize the need to work cooperatively to delineate and establish formal water and sewer service areas for the **TOWN** and **COUNTY**, and

WHEREAS, the **TOWN** and **COUNTY** recognize the importance of defined service areas and the long-term planning and financial considerations related thereto, and

WHEREAS, the **TOWN** and **COUNTY** each intend to plan, construct, and maintain utility facilities to provide water and sewer service to customers within the respective service area boundaries of the **TOWN** and **COUNTY**,

NOW, THEREFORE, in consideration of the above based on the covenants contained here, it is agreed by and between the parties as follows:

1. **SCOPE OF AGREEMENT.** The parties agree that the **TOWN** may extend water and wastewater utility services to the unincorporated areas of the **COUNTY** as described herein. The parties further agree that the **TOWN** may undertake all reasonable procedures required for the installation, operation and maintenance of all lines and connections required for the services to be provided. The **TOWN** agrees to comply with all **COUNTY** ordinances that regulate **COUNTY** rights-of-way.

2. **SERVICE AREA BOUNDARIES.** Southerly 1/4 of Sections 7 and 8, all of Sections 17, 18, 19, and 20 lying in Township 9 South, Range 28 East, St. Johns County, Florida. (See map attached)

3. **ADDITIONAL DEFINITIONS OF SERVICE AREA BOUNDARIES.**

A. **RIGHT-OF-WAY:** Boundaries depicted as contained within the confines of a designated Town, County or State right-of-way shall specifically indicate that properties abutting one side of the right-of-way are within the **TOWN's** service area.

B. **TOWN LIMITS:** Boundaries depicted as being coincident with the **TOWN's** limits shall be further described and supported by **TOWN** codes and ordinances, other legal documents or surveys relating thereto.

C. **OTHER:** County right-of-ways located on section lines will be served on both sides of the right-of-way by the **TOWN**. (i.e., Morrison Road).

4. Service area boundaries, from time to time, may be amended by mutual agreement of the TOWN and COUNTY.

5. Properties not included within the TOWN's designated water and sewer service area shall be added to the TOWN's service area in the event of annexation of the properties to the TOWN except where the COUNTY already has water and/or sewer lines and/or service is available to existing properties.

6. Properties not included with the TOWN's designated water and sewer service area may be added to the TOWN's service area upon approval by the COUNTY, at the request of the TOWN and in response to a property owner's application to the TOWN for water and sewer service.

7. In the event that service area boundaries are amended in accordance with paragraphs 2, 3, or 4 of this Agreement, the COUNTY shall prepare the applicable modification to the official Service Area Map for submittal to the TOWN. The TOWN clerk and the COUNTY Administrator shall be authorized to approve such Map changes.

8. Residents of the COUNTY will pay the same rate(s) for service as residents of the TOWN.

9. This Agreement may be amended by mutual agreement of the TOWN and COUNTY and may be terminated by either party upon sixty (60) days written notice to the other party.

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

ATTEST:

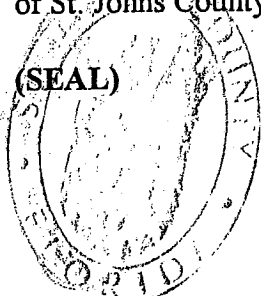
Shelley A. Barnes

(SEAL)

ATTEST:

Cheryl Strickland
Clerk to the Board of County Commissioners
of St. Johns County, Florida

(SEAL)



TOWN OF HASTINGS

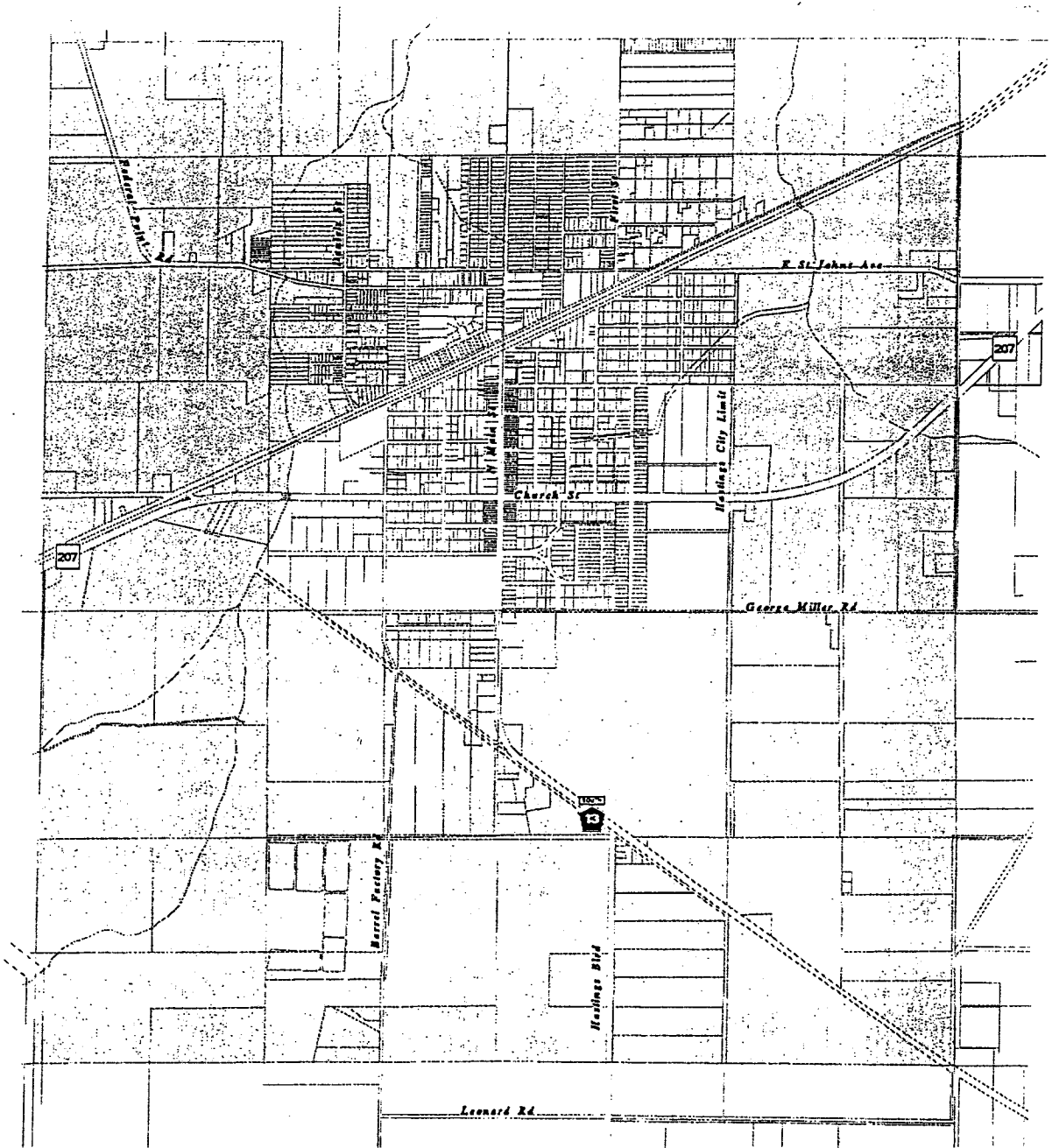
By: *[Signature]*
Mayor

Date: 7/2/97

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: *[Signature]*
Chairman

Date: June 13, 1997



Detail Map

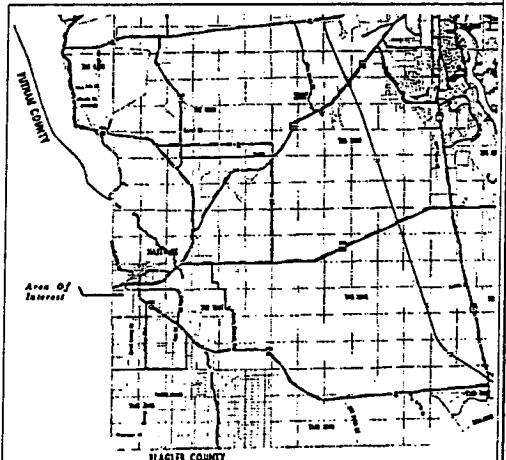
TOWN OF HASTINGS
 PROPOSED UTILITY SERVICE AREA



**TOWN OF HASTINGS
UTILITY SERVICE AREA**



Prepared By:
 St. Johns County
 G. I. Department
 May 29, 1957



VICINITY MAP
 Southwest St. Johns County

Amendment to Interlocal Agreement

Whereas, the governing bodies of the Town of Hastings and the St. Johns County entered into an Agreement on June 10, 1997 for the purpose of delineating and establishing formal water and sewer service areas, and

Whereas, the service area described in the Agreement is defined as the Southerly 1/4 of Sections 7 and 8, and all of Sections 17, 18, 19 and 20 lying in Township 9 South, Range 28 East, St. Johns County, Florida, and,


Whereas, in accordance with the Agreement, service area boundaries may be amended by mutual agreement of the Town and County by authorization of the Town Clerk and the County Administrator, and

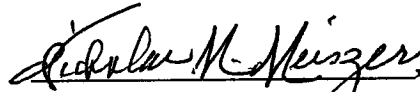
Whereas, the Town of Hastings has requested, and the County has approved, amending the service area boundaries to include: All of Section 8 and the Northwesterly 1/4 of Section 16, Township 9 South, Range 28 East, St. Johns County, Florida.

Now, therefore the Interlocal Agreement is hereby amended to include All of Section 8 and the Northwesterly 1/4 Section of Section 16, Township 9 south, Range 28 East.

Town of Hastings

St. Johns County

 Town Clerk

 County Administrator

December 05, 1997

(Date)

Nov. 26, 1997

(Date)

INTERLOCAL AGREEMENT

This agreement, made in duplicate this 12th day of November, 1991, by St. Johns County, a political subdivision of the State of Florida, hereinafter referred to as County, and the TOWNSHIP OF HASTINGS, hereinafter referred to as City.

Witnesseth: That in consideration of the mutual covenants moving interchangeably between County and City, it is hereby agreed as follows:

1. The County and the City mutually agree that they will furnish available fire department personnel and equipment to property located in St. Johns County or the Township of Hastings respectively, within the range of its capability, excluding all properties within other towns or municipalities, for the purpose of attempting to prevent the loss or destruction of such properties by fire. Provided, however, the furnishing of such personnel and equipment will be subordinate to the furnishing party's need or potential need for the use of same within the Township of Hastings or in the County of St. Johns, and such needs are not required to be placed in jeopardy by reason of this agreement.

2. The County may, in its discretion, loan or lease firefighting equipment to the City during the term of this agreement.

3. The County will as in the past provide an operating budget for County fire protection, which is funded from taxes collected in the unincorporated areas of St. Johns County. This budget is to be administered through the County Fire Director's office. The budget will consist of at least the following fire protection line items: County and City fire protection communication repairs, Insurance on County vehicles and responding County Fire personnel, vehicle rehabilitation on County owned equipment, full maintenance and repairs on County owned equipment, preventive maintenance on City and County Fire protection equipment. Preventive maintenance will consist of: oil changes and tune-ups. The County will also reimburse the City for gas, oil and lube, and for volunteer reimbursement for fire protection calls answered in St. Johns County out of the City limits of Hastings.

4. In further consideration for the protections herein provided to the County by the City, the County agrees, during the term of this agreement, to budget for and to pay the reasonable cost of insurance for the City owned equipment described on the attached Schedule A. Said insurance shall insure said equipment and shall name St. Johns County as a co-insured as to liability to the full extent allowed by law. County shall retain the original insurance policy and shall provide a copy to the City. The policy shall contain a provision prohibiting its cancellation without 30 days prior written notice to the County. Policy limits shall be determined by the County.

5. This agreement may be terminated by either party upon ninety (90) days advance written notice to the other party.

6. This agreement shall take effect immediately upon its being filed with the Clerk of the Circuit Court of St. Johns County after its execution by the parties hereto and shall stay in effect unless amended or modified as provided above, this agreement shall continue indefinitely in full force and effect.

A TRUE COPY
CARL "BUD" MARKEL
Clerk Circuit Court
By *Patricia A. Markel*
Deputy Clerk

IN WITNESS THEREOF, the County has caused these presents to be executed in its name by its BOARD OF COUNTY COMMISSIONERS, acting by the Chairman of said Board and the Township of Hastings has caused these presents to be executed by its president, all on the day and year aforesaid.

ST. JOHNS COUNTY, FLORIDA

ATTEST: CARL "BUD" MARKEL
ITS CLERK

Fred B. Bishoff
BY CHAIRMAN OF ITS
BOARD OF COUNTY COMMISSIONERS

By: James D. Hendon
Deputy Clerk

TOWN OF HASTINGS

Joseph C. Plumb
BY ITS MAYOR

ATTACHED: Schedule "A"

SCHEDULE "A"

Town of Hastings Vehicles:

1972 Ford Pumper S/N F75FVL72168

1952 Ford Pumper S/N F6R2HM14606

1975 Ford Pumper S/N F75EVX25658

INTERLOCAL AGREEMENT BETWEEN
ST. JOHNS COUNTY, FLORIDA AND THE
THE TOWN OF HASTINGS, FLORIDA

This Interlocal Agreement is entered into between St. Johns County, Florida, a political subdivision of the State of Florida (the "County") and the Town of Hastings, Florida, a municipal corporation organized under the laws of the State of Florida (the "Town").

WHEREAS, the County and the Town are authorized to enter into interlocal agreements pursuant to Chapter 163, Florida Statutes; and

WHEREAS, the County entered into a lease agreement with the Town to use a portion of the Hastings High School as the Hastings Branch County Library (the "Library Space"); and

WHEREAS, the County assisted with the restoration of the Library Space while the building itself is owned by the Town; and

WHEREAS, it has been determined that the air conditioning system for the Library Space and is not adequate to alleviate current high ambient temperatures; and

WHEREAS, a contributing factor to the air conditioning problem is the historical nature of the building and the insulation deficiencies of the current windows.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Interlocal Agreement, the parties agree as follows:

1. This Interlocal Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act.

2. The County and the Town hereby agree that the below described improvements will be made by the County to that portion of the Hastings High School building containing the Branch County Library: (1) shading of the westward facing glass elevations in a manner and degree determined by the County; (2) The County will also engage in an engineering and design review of the Library Space to determine if the corrective action is required; and (3) The County may install additional corrective space cooling enhancements to the Library Space based on the results of such review.

3. The County and the Town hereby agree that the County's costs for such improvements shall not exceed a maximum of \$75,000 as previously approved by the Board of County Commissioners, and that the Town will reasonably cooperate with the completion of these projects.

CHERYL STECKLAND
CLERK COUNTY COMMISSION
ST. JOHNS COUNTY FL

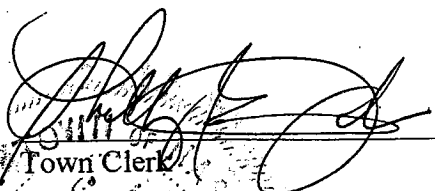
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FILED

IN WITNESS WHERE, the Town of Hastings has approved this Interlocal Agreement at its meeting held on the 8th day of August, 2005 and St. Johns County has approved this Interlocal Agreement at its meeting held on the 26th day of July, 2005.

ATTEST:

TOWN OF HASTINGS, FLORIDA


Town Clerk

By: 
Mayor

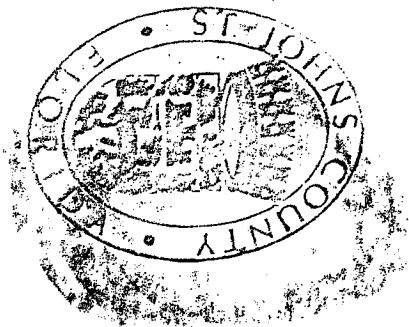
ATTEST:

Cheryl Strickland, Clerk

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: 
Deputy Clerk

By: 
Chairman



INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into this 12th 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

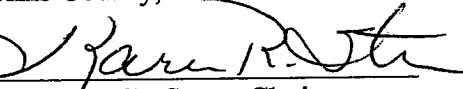
Town of Hastings acknowledge that any amendments to the Agreement shall be in writing, and approved by the appropriate legislative body.

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.

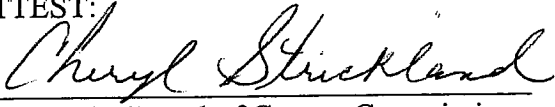


Board of County Commissioners,
St Johns County, Florida

By: 
Karen R. Stern, Chair

Date: MAY 5, 2004

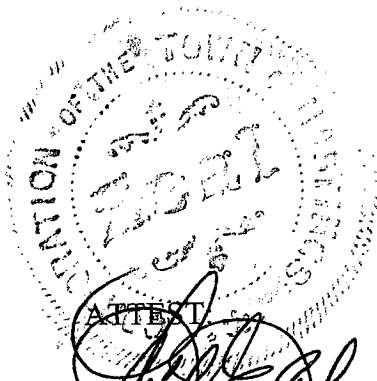
ATTEST:


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

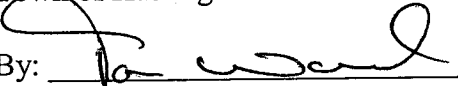
CHERYL STRICKLAND
CLERK COUNTY COMMISSION
ST. JOHNS COUNTY FL

04 MAY - 5 PM 1:00

FILED

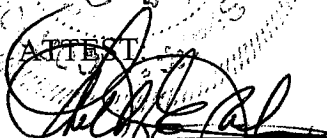


Town of Hastings

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

Roads Completed Under D.R.I.P.

	Year Paved	Length
Daniels Street	2001	0.22
Pompey Miller Street	2001	0.13
West Holtz Street	2001	0.34
Total		0.69

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
Total	0.59	\$48,184.00

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
Total	0.7	52,269.00

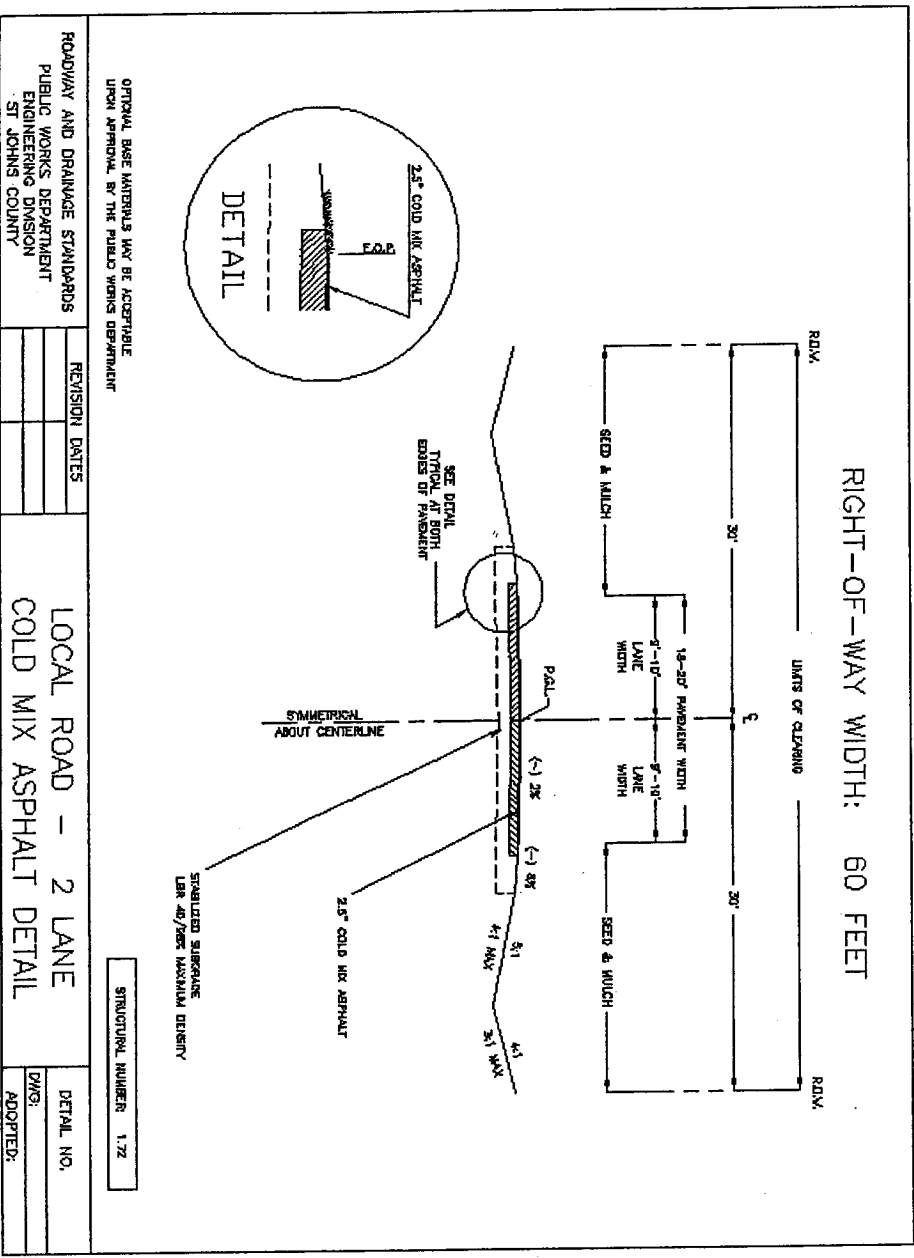
Roads St. Johns County Does Not Maintain

	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 ✓
Total	0.45	\$36,751.00

* Length per Mile

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

Typical Section for a Cold Mix 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

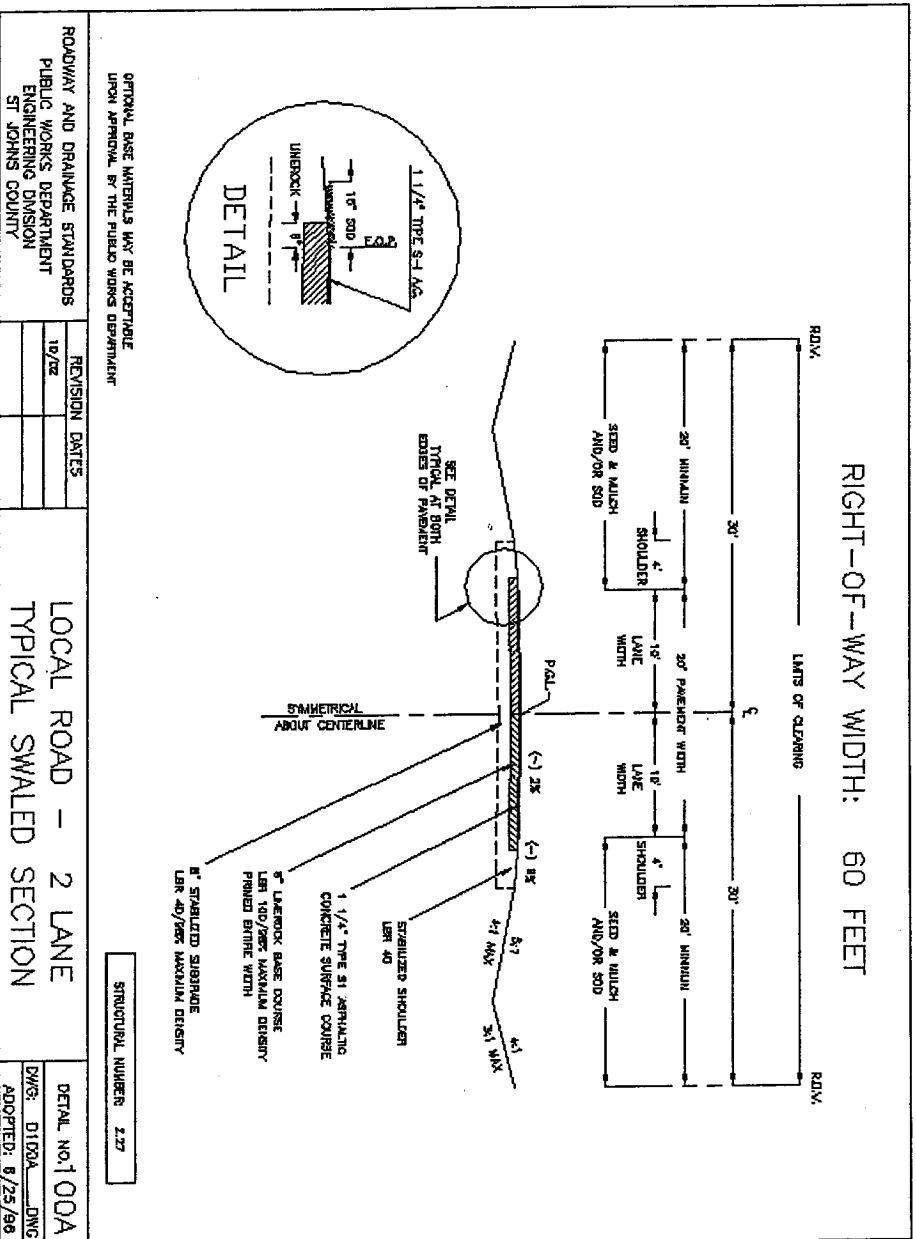
REVISION DATES

LOCAL ROAD - 2 LANE
COLD MIX ASPHALT DETAIL

DETAIL NO.

STRUCTURAL NUMBER 1.72

Typical Section for a Local Road



INTERLOCAL AGREEMENT

ON

FILED

STATE HOUSING INITIATIVE PARTNERSHIP PROGRAM

95 APR 26 A9:44

Eric Paul Mandel
CLERK OF DISTRICT COURT

THIS INTERLOCAL AGREEMENT made and entered into by St. Johns County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the "County") and the Town of Hastings, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its Town Council (the "Town") who do hereby agree one with another as follows:

- Section 1:** This Interlocal Agreement is entered into between the parties in connection with the State Housing Initiatives Partnership Act (the "Act").
- Section 2:** St. Johns County is an approved County under the Act and the Town of Hastings is a municipality within the County. The County and the Town both desire that the County participate under the Act and implement programs that are available under the Act.
- Section 3:** The parties to this Agreement have studied the Act and agree to cooperate in ensuring that the requirements and spirit of the Act are satisfied.
- Section 4:** This Agreement may be amended by mutual agreement of the "Town" and "County". In the event that no such amendments shall be made, this Agreement shall continue, indefinitely, in full force and effect. This Agreement may be terminated by either party upon sixty (60) days notice to the other party.
- Section 5:** This Agreement shall be filed with the Clerk of the Circuit Court of St. Johns County after its execution by the parties hereto.

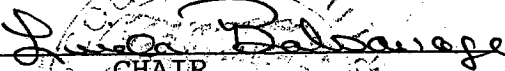
IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this day and year below written.

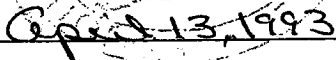
NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto agree.

ATTEST: CARL "BUD" MARKEL

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA


CLERK

BY: 
CHAIR

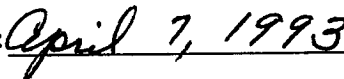
DATE: 

ATTEST:

TOWN OF HASTINGS


TOWN CLERK


MAYOR

DATE: 

FILED

'99 MAY 14 P 3:01

LEGAL SERVICES
ST. JOHNS COUNTY COMMISSION
ST. JOHNS COUNTY FL

INTERLOCAL AGREEMENT
BETWEEN ST. JOHNS COUNTY AND
TOWN OF HASTINGS

THIS AGREEMENT entered into this 12 day of April, 1999, by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County" and TOWN OF HASTINGS, hereinafter referred to as "Town".

WHEREAS, County has enacted its Ordinance No. 99-3, the St. Johns County Land Acquisition and Management Program Ordinance (hereinafter, as it may be amended from time to time, referred to as the "Ordinance"); and

WHEREAS, the Ordinance allows municipalities within the County to elect to participate in the land acquisition and management program established by the Ordinance; and

WHEREAS, the Town desires to participate in the program in the manner provided by the Ordinance; and

WHEREAS, Section 3 of the Ordinance provides that the Ordinance shall be effective within the unincorporated areas of St. Johns County, Florida and within the boundaries of each municipality within the County that expressly consents, by a current interlocal agreement with the County, to the provisions and jurisdiction of this ordinance.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN, THE COUNTY AND THE TOWN AGREE AS FOLLOWS:

1. This Agreement is entered into pursuant to Florida Statutes Section 163.01, the Florida Interlocal Cooperation Act of 1969, as amended, and pursuant to the constitutional and statutory powers of the County and the Town.
2. The Town hereby consents to the provisions and jurisdiction of the Ordinance.
3. The County hereby recognizes the Town as a Participating Municipality under the

Ordinance with the privileges and duties associated therewith.

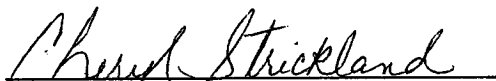
4. This Agreement may be terminated by either party by providing a written notice of termination to the other party at least thirty (30) days prior to the termination date. The notice shall state the termination date and shall expressly acknowledge and agree that the terminating party shall perform all obligations, if any, that it incurred or will incur pertaining to the Ordinance prior to the termination date.

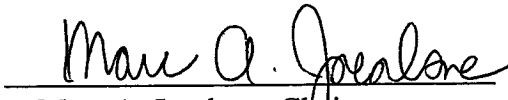
5. The County shall cause a duplicate original of this Agreement to be filed with the Clerk of the Circuit Court of St. Johns County as required by Florida Statute 163.01(11).

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

ATTEST:

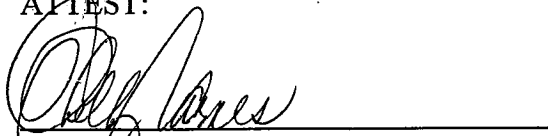

Cheryl Strickland, Clerk

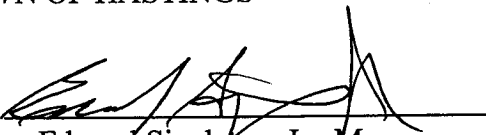
By: 
Marc A. Jacalone, Chairman

Date: 5-14-99

TOWN OF HASTINGS

ATTEST:


Shelby Barnes, Town Clerk

By: 
Edward Singleton, Jr., Mayor

Date: 04-12-99