

RESOLUTION NO. 2009-191

A RESOLUTION OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, REQUIREMENTS, RESPONSIBILITIES AND OBLIGATIONS OF A SECOND ADDENDUM TO AN APRIL 28, 1992 INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE CITY OF ST. AUGUSTINE BEACH, FLORIDA; AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE SECOND ADDENDUM ON BEHALF OF ST. JOHNS COUNTY; AND AMENDING THE FISCAL YEAR 2009 COUNTY UTILITY SERVICES BUDGET TO RECEIVE UNANTICIPATED REVENUE AND AUTHORIZING ITS EXPENDITURE BY THE ST. JOHNS COUNTY LIFT STATIONS LINE DEPARTMENT.

WHEREAS, St. Johns County, Florida (County), and the City of St. Augustine Beach, Florida (City), entered into an Interlocal Agreement dated April 28, 1992 (attached and incorporated), in order to establish terms and conditions related to transportation level of service, road maintenance, water and sewer, protection of potable water wellfields, emergency medical services and fire protection, recreation, solid waste recycling, and solid waste; and

WHEREAS, when it became apparent to the County and the City that the provisions of the original Agreement needed to be modified and expanded upon in order for the phase-out of existing septic tanks and the implementation of a sewer project contemplated by the County and the City (Sewer Project), the First Addendum (attached and incorporated) to the original Agreement was entered into on June 5, 2006; and

WHEREAS, the County and the City now desire to qualify the Sewer Project for the American Recovery and Reinvestment Act (ARRA) from the Stimulus Funds through the Florida Department of Environmental Protection (FDEP); and

WHEREAS, the qualification for FDEP Stimulus Funds requires that the City be the funding applicant for an FDEP loan through Stimulus Funds; and

WHEREAS, the City secured funds from FDEP for the planning and design of the Sewer Project; and additional grant (or grant equivalent) funds (using Stimulus Funds) for construction are anticipated in the amount of approximately \$6,448,637 and additional loan funds (using Stimulus Funds) for construction are anticipated in the amount of approximately \$3,472,343 million, with a total for construction, contingency and services during construction of approximately \$9,920,980; and

WHEREAS, both the County and the City desire to enter into a Second Addendum to the original Agreement, in order to more fully establish the terms, conditions, requirements, provisions, responsibilities and obligations of the County and the City with respect to pursuing and securing Stimulus Funds; and

WHEREAS, the County and the City drafted a Second Addendum (attached and incorporated herein) to the original Agreement, in order to more fully establish the terms, conditions, requirements, provisions, responsibilities and obligations of the County and the City with respect to pursuing and securing Stimulus Funds; and

WHEREAS, pursuant to the Second Addendum to the original Agreement, the City will apply for loan and grant funds for the Sewer Project and provide all such funds to the County to utilize for the Sewer Project, the County will construct, operate and maintain the Sewer Project as part of the County's primary utility system (the "System"), will pay to the City sums sufficient to pay the principal and interest on the City's outstanding loans (in the original principal amount of approximately \$3,472,243) used by the County for the Sewer Project, as the same become due and payable, but solely from the net water and sewer revenues of the System (the "Net Revenues") after payment of all of the County's indebtedness now or hereafter secured by a pledge of the Net Revenues (the "County's Indebtedness"), and to secure such payment obligation, the County will pledge to the City the Net Revenues, provided such pledge in favor of the City is junior, subordinate and inferior in every respect to any pledge or lien on the Net Revenues in favor of the holders of the County's Indebtedness, all in the manner and to the extent described in the Second Addendum to the original Agreement; and

WHEREAS, the County has determined that entering into the Second Addendum to the original Agreement will serve the collective interests of both St. Johns County and the City of St. Augustine Beach; and

WHEREAS, the County, when preparing its budget for Fiscal Year 2009, did not anticipate the funds derived from the FDEP loan and grant through Stimulus Funds totaling up to \$9,920,980; and the revenue of up to \$9,920,980 is intended to be used for costs and expenses associated with the Sewer Project.

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 into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

SECTION 2. The Board of County Commissioners of St. Johns County, Florida, approves and authorizes the terms, conditions, requirements, provisions, responsibilities and obligations set forth in the Second Addendum to the April 28, 1992, Interlocal Agreement between St. Johns County, Florida, and the City of St. Augustine Beach, Florida, including the pledge of Net Revenues thereunder, and authorizes the Chair of the Board of County Commissioners to execute the Second Addendum to the original Agreement on behalf of the County.

SECTION 3. The Clerk of the Courts of St. Johns County is instructed to file a copy of the Interlocal Agreement.

SECTION 4. The County Administrator, or designee, is authorized to represent St. Johns County in carrying out responsibilities associated with this Resolution. The County Administrator is authorized to delegate responsibility to appropriate County staff, in order to carry out the technical, financial, and administrative activities associated with this Resolution and the Second Addendum to the original Agreement, as well as, the First Addendum to the original Agreement, and the original Agreement itself.

SECTION 5. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

SECTION 6. The County Utility Services Fund revenue and expenditure budgets shall be adjusted to account for unanticipated funds from the City in the amount of up to \$9,920,980 for Fiscal Year 2009 and the County Lift Station Line Department is authorized to expend such funds for the Sewer Project.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of July, 2009.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

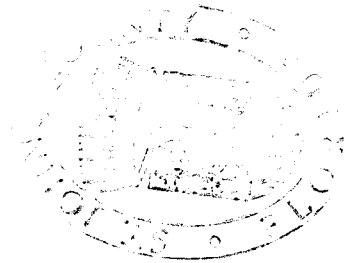
Attest:

Pam Halterman
Deputy Clerk

By:

Cyndi Stevenson
Cyndi Stevenson, Chair

RENDITION DATE 7/8/09



SECOND ADDENDUM TO THE ST. JOHNS COUNTY/CITY OF ST. AUGUSTINE BEACH INTERLOCAL AGREEMENT

THIS SECOND ADDENDUM ("Second Addendum") TO THE ST. JOHNS COUNTY/CITY OF ST. AUGUSTINE BEACH INTERLOCAL AGREEMENT (the "Agreement"), is made and entered into on this 8 day of July, 2009 by CITY OF ST. AUGUSTINE BEACH, FLORIDA ("City"), and ST. JOHNS COUNTY, FLORIDA ("County"), by and through its Board of County Commissioners.

RECITALS:

WHEREAS, the parties entered into the Agreement on April 28, 1992 (attached and incorporated as an Exhibit), to establish terms and conditions related to transportation level of service, road maintenance, water and sewer, protection of potable water wellfields, emergency medical services and fire protection, recreation, solid waste recycling, and solid waste; and

WHEREAS, when it became apparent to the County and the City that the provisions of the Agreement needed to be modified and expanded upon in order for the phase-out of existing septic tanks and the implementation of a sewer project contemplated by the parties (the "Sewer Project"), the First Addendum to the Agreement was entered into on June 5, 2006 (attached and incorporated as an Exhibit); and

WHEREAS, the County and the City now desire to qualify the Sewer Project for the American Recovery and Reinvestment Act (ARRA) from the Stimulus Funds through the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, the qualification for the FDEP Stimulus Funds requires that the City be the funding applicant for an FDEP loan through the Stimulus Funds; and

WHEREAS, in accordance with Florida law, a copy of this Second Addendum will be filed by the Clerk of Courts for the County, and the City Clerk; and

WHEREAS, entering into this Second Addendum will serve the collective interests of the County and the City.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

- I. The above representations are true and correct, and form a material part of this Second Addendum to the Agreement.
- II. The parties agree that Section 15 of the Agreement shall be further revised with respect to the sanitary sewer service provision as follows:

PART III, SECTION 15 – WATER AND SEWER

- A. **BACKGROUND.** The portion of the City that is to be served by the new sewer collection system (“Sewer Service Area or SSA”) consists of approximately 586 parcels requiring approximately 620 connections in 7 neighborhoods located on Anastasia Island in the central eastern portion of St. Johns County. A depiction of the SSA is attached to and incorporated in the First Addendum as Exhibit 1. There is a combination of existing improvements that are connected to the County wastewater system as well as improvements that are on individual on-site wastewater treatment systems (septic tank and drain field). There are a number of parcels that are not connected to the County water system and have individual potable wells. Due to the high groundwater levels associated with living on the coast, some homeowners occasionally experience problems with slow or non-draining on-site wastewater systems, with the potential of contamination of the potable wells. There also is a concern that failing septic tank systems may be contributing to the environmental quality degradation of the Matanzas River Basin.

The City secured a grant from FDEP in the original amount of \$429,300 for the planning and design of the Sewer Project, with an adjusted amount of \$882,000. This amount is subject to change, and based on the current revised construction costs is estimated at \$436,347 from grant funds and \$279,290 from the Stimulus Fund funds for a total of \$715,637. Additional principal forgiveness loan funds (using Stimulus Funds) for construction are anticipated in an amount up to \$5,938,863 and additional loan funds (using Stimulus Funds) for construction are anticipated in an amount up to \$3,982,117, with a total for construction, contingency and services during construction of \$9,920,980. Total project costs are estimated to be approximately \$10.6 million.

B. SEWER PROJECT PARAMETERS

As authorized by Section 163.01, Florida Statutes, the County shall design and install for the City, at the request of the City, a gravity sewer system for the SSA in order to assist the City with the septic tank phase-out within the SSA which the City desires to accomplish. The County’s assistance shall be subject to the following additional and different terms, conditions, and limitations:

- (i) **System Financing.** The City shall be responsible for funding the design, construction, and permitting and associated costs of the gravity system Sewer Project to the extent and in the manner set forth in this section

(i). The City shall apply for loans and principal forgiveness loans from FDEP and/or other sources for the Sewer Project in amounts agreed to by the City and the County. The City shall provide all such loan proceeds to the County to utilize for the Sewer Project as hereinafter described. The County will construct, operate and maintain the Sewer Project as part of the County's primary utility system (the "System") and provide the related services to, and collect related fees and revenues from, the residents of the City as heretofore agreed to between the City and the County with respect to the portion of the System serving the City. The County shall pay to the City sums sufficient to pay the principal and interest on the City's loans not forgiven (in the original principal amount of up to \$3,982,117) used by the County for the Sewer Project, as the same become due and payable, but solely from the net water and sewer revenues of the System (the "Net Revenues") after payment of all of the County's indebtedness now or hereafter secured by a pledge of the Net Revenues (the "County's Indebtedness"). In order to secure its payment obligations hereunder to the City, the County hereby pledges to the City the Net Revenues, provided such pledge in favor of the City is junior, subordinate and inferior in every respect to any pledge or lien on the Net Revenues in favor of the holders of the County's Indebtedness. The City shall promptly apply all Net Revenues received from the County to repay such loans in accordance with the terms thereof and deliver evidence of such payment to the County.

(ii) Installation Schedule. Subject to obtaining County Commission approval and necessary permits and other approvals, and completion of the customer notification plan, the parties contemplate that the new system shall be installed and operational within thirty-six (36) months after commencement of construction or thirty-nine (39) months after notice to proceed.

(iii) Draw Requests and Certification of Completion for Payments. The County shall fund the design of the system, site preparation, construction and installation of the gravity system Sewer Project with the City's loan proceeds. The City shall provide all loan funds made available by FDEP or other sources for the

Sewer Project to the County to pay and/or reimburse the County for all costs of the Sewer Project. The County shall submit its draw requests monthly to the City, setting forth the percentage of completion of the respective tasks involved. The County shall submit invoices to the City for payment or reimbursement from the FDEP funds in a format acceptable to FDEP for that purpose.

- (iv) The City shall be responsible for the initiation of the Stimulus Fund loan and signatory to such loan applications and agreement documents. Any loan obligation by the City not forgiven may be secured by the County's obligation hereunder to provide Net Revenues to the City to pay the debt service on such loan as the same becomes due and payable as described in section (i) above.
- (v) The City and the County shall cooperate with each other on all these matter and do all things reasonable required, necessary or desirable in connection with the Sewer Project, including assisting with preparation and submission of loan applications to FDEP, making presentations at public hearings, if requested to do so, preparing and executing loan documentation and related agreements and complying with the terms thereof.
- (vi) For the purposes of Section 381.00655, Florida Statutes, the City shall be deemed to be owner of the sewerage system that serves the SSA, until such time as the debt instruments that have been used to finance the SSA gravity system Sewer Project have been retired, upon which the ownership shall vest solely in the County.

SAVE AND EXCEPT as hereby expressly amended by, or inconsistent with, this Second Addendum, all terms and conditions of the Agreement dated April 28, 1992 and the First Addendum dated June 5, 2006, shall be and remain in full force and effect.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Addendum to the Agreement in triplicate on the days set forth below.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHN'S COUNTY, FLORIDA



(OFFICIAL SEAL)

CHERYL STRICKLAND, CLERK

ATTEST: Pam Halterman
Deputy Clerk

By: Cyndi Stevenson
Cyndi Stevenson, Chair

Date of Execution by the County:
July 8, 2009

As authorized for execution by the Board of County Commissioners at its July 7, 2009 regular meeting.

CITY OF ST. AUGUSTINE BEACH, FLORIDA

(OFFICIAL SEAL)

By: [Signature]
Mayor

Date of Execution by the City:
July 6, 2009

ATTEST: [Signature]
City Manager

As authorized for execution by the City Council at its July 6, 2009 regular meeting.

Exhibit A
St. Johns County and City of St. Augustine Beach
Interlocal Agreement

Dated: April 28, 1992

County Draft #4

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into between the CITY OF ST. AUGUSTINE BEACH, ("City"), and the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, ("County").

It is agreed between the City and County as follows:

Section 1

This Interlocal Agreement is entered into between the parties under the general authority provided under Section 163.01, Florida Statutes, and shall be known as the "St. Augustine Beach Master Interlocal Agreement."

PART I.
TRANSPORTATION - LEVEL OF SERVICE

Section 2

The purpose of this Part is to delineate the responsibilities between the parties for regulating the level of Service on State Road 3 and State Road 1A within the City and county and state roads outside the City, in order to avoid any violation of the City's and the County's Comprehensive Plans.

Section 3

For the purposes of this Part, the following definitions shall apply:

"Adopted Level of Service" means the Level of Service (LOS) Policies adopted in the City's Comprehensive Plan and Land Development Code, including any amendments thereto, and the County's Comprehensive Plan and Land Development Regulations, including any amendments thereto.

"Certificate of Concurrency" means a certification issued by the County upon approval of a development permit that adequate public facilities are available to serve the development or will be available concurrent with the impacts of the development.

"Concurrency Management Ordinance" means the County Concurrency Management Ordinance No. 91-7, and any amendments thereto. Said Ordinance shall be construed in conjunction with the County Concurrency Exemption Ordinance no. 91-6, and any amendments thereto.

"Development Order" means any action granting, denying, or granting with conditions, an application for a development permits, as defined in the County's Concurrency Management Ordinance.

"Final Development Order" means the final authorization of a development Project; the authorization of which must be granted prior to issuance of a development permit, as defined in the City's Land Development Code.

"Level of Service" shall have the same meaning as the same terms in Chapter 9J-5, Florida Administrative Code.

"Lot of Record" means (1) a lot which is part of a subdivision which has been recorded in the office of the Clerk of the Circuit Court of the County prior to February 26, 1991, or (2) a lot or parcel described by metes and bounds, the description of which has been so recorded on or before February 26, 1991.

"Major Road Network" means the road network identified in the Traffic Circulation Element of the St. Johns County Comprehensive Plan adopted by the Board of County Commissioners on September 14, 1990 and further identified as Appendix C, major Road Network published in the Concurrency Management Procedures manual and its update.

"Project" means the proposed development of a particular parcel of land involving a land use or group of land uses at a particular density pursuant to a Development Order or Final Development Order.

"Traffic Impact Area" means all roadways and intersections on which the Project's traffic is equal to or greater than 2% of peak hour maximum service volume of the adopted level of service standard for that segment. If the Project will not generate impacts equal to or greater than 2% of the said peak hour, the traffic impact area shall extend to the first road segment or segments on the Major Road Network in each direction from the exterior boundaries of the Project upon which traffic from the Project is expected to travel.

Section 4

The County shall not issue a Certificate of Concurrency under its Concurrency Management Ordinance for any Project that has a Traffic Impact Area including any portion of the sections of State Road 3 and State Road 1A located within the City limits, without first obtaining certification from the City that the issuance of the Development Order will not cause a reduction in the Level of Service for said roads below the Adopted Level of Service.

The County will notify the City of any concurrency exemptions granted under the Concurrency Exemption Ordinance for any Project that has a Traffic Impact Area including any portion of the sections of State Road 3 and State Road 1A located within the City limits.

Section 5

The City shall not issue a Final Development Order under its Land Development Code for any Project with a Traffic Impact Area which impacts County or State roads outside the City boundaries without first obtaining certification from the County that the issuance of the Development Order shall not cause a reduction in the Level of Service for said roads below the adopted Level of Service.

Section 6

The following shall be exempt from the requirements of Sections 4 and 5 of this Agreement: (1) the construction of alterations of one or two family dwellings on a lot of record, and (2) the addition or alteration of a building or structure that does not require any additional parking or any modification of existing access.

PART II. ROAD MAINTENANCE

Section 7

The purpose of this Part is to delineate the responsibilities between the parties for the maintenance of roads located within the municipal limits of the City.

Section 8

The following roads within or immediately contiguous to the municipal limits of the City are agreed to be County roads:

- (a) AIA: from its intersection with Pope Road to its intersection with State Road 3;
- (b) Pope Road: from its intersection with State Road 3 to its intersection with County Road 1A1A;
- (c) 16th Street: the portion of 16th Street from SR-3 to the west boundary of Anastasia Oaks Condos is owned by the County. From this point eastward, 16th Street is owned and maintained by the City;
- (d) 11th Street: the portion of this street from SR-3 to the western boundary of Chautauqua Beach Subdivision is owned by the County. From this point eastward, 11th Street is owned and maintained by the City;
- (e) "A" Street, including the beach ramp;
- (f) Ocean Trace Road: from its intersection with AIA to the ocean beach, including the beach ramp.

Section 9

In respect to each of the above listed County roads, the County shall be responsible at its cost to: maintain the surface of the road, including paving, repair, and resurfacing; maintenance of the road right-of-way, including mowing and drainage; and posting of traffic regulations signs. The City at its cost may provide and maintain such street lighting as the City deems necessary. However, the foregoing does not restrict the County from furnishing and maintaining any additional lighting the County deems necessary.

Section 10

Any existing sidewalks and/or bikepaths along said County roads shall be maintained by the City at its cost. This Agreement does not cover responsibility for maintenance of sidewalks and bikepaths along County roads which may be constructed in the future.

Section 11

The County and City hereby mutually agree that it is in the best interest of public safety to limit the number of driveways on the County roads listed in Section 8. Based upon this commonly shared goal, the City shall be responsible for the issuing of permits for driveways for access to said roads listed in Section 8. However, prior to issuance of any driveway permit, the City shall notify the County and allow the County five (5) working days in which to review the application for the driveway permit, and to transmit to the City any comments

which the County may have in respect to the application. Upon review of any comments received from the County or after the expiration of five (5) working days if no comments are received, the City may grant, deny, or grant with modifications the driveway permit. However, if the County responds with an objection to the issuance of a driveway permit, the City shall not issue the permit until the comments of the County are addressed and the problem is resolved.

Section 12

Termination of this part as provided herein shall not affect the legal status of the ownership of the roads described in Section 8 herein.

Section 13

This Agreement supersedes, replaces and terminates that certain interlocal agreement between the County and the City executed in late April or early March, 1989 relating to maintenance of roads within the City.

PART III. WATER AND SEWER

Section 14

The purpose of this Part is to delineate the responsibilities between the parties for the furnishings of water and sewer service within the municipal limits of the City in a manner consistent with the City's Comprehensive Plan.

Section 15

Consistent with available capacities, the County shall continue to provide adequate water and sanitary sewer service to current residents within the City, and will coordinate with the City to increase capacity as needed to meet future needs. The extension of facilities to land not currently serviced shall be the responsibility of the developer or owner of the land.

Section 16

Annually upon request, the County shall furnish a written report to the City which shall state the existing and available capacity of the water and sewer systems for service to City residents, and water consumption data on water usage by City residents. The City shall notify the County Director of Utility Services quarterly beginning January 15, 1992, of any new developments which may have a significant impact on water resources.

Section 17

Annually by July 1, representatives of the City shall initiate a meeting with representatives of the County to discuss the capacity of the County facilities, the schedule of any construction projects within the City, any County facility expansion plans, and any modifications either party feels may be necessary to the City's land use regulations pertaining to water and sewer service.

PART IV.
PROTECTION OF POTABLE WATER WELLFIELDS

Section 18

The purpose of this Part is to delineate the responsibilities between the parties for the protection of potable water wellfields within the municipal limits of the City.

Section 19

Upon identification by the County of wellfield protection areas within the City, the City shall adopt land development regulations to protect the wellfield areas from contamination. To implement this provision, upon identification by the County of the wellfield protection areas within the City, the County shall furnish to the City a map depicting the location of the wellfield protection areas. Thereupon the City shall prepare appropriate land development regulations, submit the same for review to the County, and after receiving comments from the County, the City shall adopt appropriate land development regulations.

PART V
EMERGENCY MEDICAL SERVICES AND FIRE PROTECTION

Section 20

The purpose of this part is to delineate the responsibilities between the parties for emergency medical services and fire protection within the municipal limits of the City and to supplement presently existing agreements between the City and the St. Augustine Beach Volunteer Firemen's Association (Firemen's Association) and the County and the Firemen's Association.

Section 21

The parties recognize that the County provides guidance and support to numerous volunteer fire departments in the County, including the Firemen's Association, which provides fire protection within the City as well as within certain areas outside the City limits as assigned by the County.

Section 22

The County has in effect an interlocal agreement with the Firemen's Association dated November 12, 1991, which governs provision of fire protection services in the County and the City.

Section 23

The City has in effect an interlocal agreement with the Firemen's Association dated November 7, 1988, which provides for budgetary and financial support, housing, and equipment for the Firemen's Association.

Section 24

The City agrees not to cancel, amend or modify its existing interlocal agreement with the Firemen's Association without giving the County at least thirty (30) days prior written notice.

Section 25

The County agrees not to cancel, amend or modify its existing interlocal agreement with the Firemen's Association without giving the City at least thirty (30) days prior written notice.

Section 26

The County agrees to include the City as an additional named insured on its existing general liability insurance policy with Insurance Company of North America (Policy No. G1-24-48-50-8), and any renewal or substitute thereof to cover liabilities in tort which may arise from the conduct or activities of the Firemen's Association. The County agrees not to cancel said policy of insurance, unless an equivalent substitute policy shall immediately be placed in effect, or to delete the City as an additional named insured thereunder, without providing at least thirty (30) days advance written notice to the City.

Section 27

The County currently provides, on a County-wide basis, pre-hospital care and transportation of persons needing emergency medical attention through its emergency medical services. The County will continue to provide these services to the City, and the City agrees that the County shall be the sole provider of such emergency medical services within the municipal limits of the City.

Section 28

This agreement supersedes, replaces and terminates that certain interlocal agreement between the County and the City executed April 9, 1991 by the County and May 6, 1991 by the City related to fire services.

PART VI.
RECREATION

Section 29

The purpose of this part is to delineate the responsibilities between the parties for providing recreation within the municipal limits of the City.

Section 30

The County shall continue to provide and maintain the existing recreational facilities at Ron Parker Field and also the pier and adjoining parking area at its own cost.

Section 31

The City and County will cooperate with one another in the provision of future recreational facilities within the City.

PART VII.
SOLID WASTE RECYCLING

Section 32

The purpose of this Part is to delineate the responsibilities between the parties for maintaining a recycling program within the municipal limits of the city.

Section 33

A joint application has previously been submitted by the parties to the Florida Department of Environmental Regulation (FDER), for the funding of county-wide solid waste recycling program costs including the City and other municipalities within the County. The City authorizes the County to continue to submit grant applications on behalf of the County and City through September 30, 1993, and recognizes that said applications will also be made on behalf of any other participating municipalities. The County will submit the applications in accordance with the existing grant deadlines, and any deadlines which may be subsequently imposed.

Section 34

All grant funds will be disbursed by the State directly to the County. The County will use the grant funds to provide funding for recycling program capital costs, which include equipment purchases, solid waste scales, facility construction, curbside containers, other containers, education programs, administrative costs, reimbursement of costs previously incurred by the County meeting the requirements of Rule 17-716.430, Florida Administrative Code (FAC) and for any other use permitted expressly under Rule 17-716.430 or approved by the FDER as part of the grant agreement. However, the funds will not be used as an operating subsidy or to pay for labor and vehicle costs associated with the collection and sorting of garbage. It is not anticipated that there will be any allocation of grant funds from the County to the City in cash. All grant funds received by the County will be managed and used by the County in accordance with the grant agreement and applicable state and federal laws and regulations.

Section 35

The City agrees to continue recyclable material collection meeting the requirements of the FDER Solid Waste Grant Program and the grant agreement. The method of collection and sorting to be utilized will be determined by the City, and will be in a manner which is best suited to the needs of the City while fitting within the County-wide recycling program. The County will assist the City in implementation of recyclable material collection by providing technical advice, curbside containers, and the education program.

Section 36

The County will assume responsibility for any project expenditures incurred in advance of State reimbursement of such expenses. As long as the funding for the county-wide solid waste recycling program comes from FDER grant funds, the City shall not be required to contribute any money to the recycling program or to provide any matching funds.

Section 37

The City by its designated representative, will meet on a regular basis with the County and any other municipalities entering into a like agreement with the County, to cooperate in the development and implementation of a county-wide recycling plan which will meet the recycling goals set by the State of Florida that must be achieved by the end of 1994.

Section 38

The City will promptly furnish to the County any information which may be required (a) for preparation of grant applications, (b) for preparation of any annual recycling report to the FDER as required by Section 403.706(7), Florida Statutes, and (c) responding to State and Federal audits. The County shall maintain accurate records of all expenditures and shall make the records available to the City, and to the FDER as provided for in Chapter 17-716.430, F.A.C.

Section 39

This agreement supersedes, replaces and terminates that certain interlocal agreement between the County and the City executed May 9, 1989 by the County and May 1, 1989 by the City entitled Interlocal Agreement for Joint Solid Waste Management Program.

PART VIII.
SOLID WASTE

Section 40

The purpose of this Part is to delineate the responsibilities between the parties for the disposal of solid waste generated within the municipal limits of the City.

Section 41

The County shall continue to provide disposal sites for the City's solid waste upon terms established and set forth in that certain interlocal agreement between the City and the County executed December 10, 1991 by the County and December 2, 1991 by the City and known as the solid waste assessment interlocal agreement.

Section 42

Annually by July 1, representatives of the City shall initiate a meeting with representatives of the County to review the capacity of the County's landfills to assure solid waste disposal for the City.

PART IX.
GENERAL

Section 43

This Agreement shall remain in effect until terminated by either party. Notice of termination may be given in writing to the other party at any time at least ninety (90) days prior

to the close of any fiscal year, and such termination shall be effective upon the close of that fiscal year. The notice of termination may cover all or any part of this Agreement and shall not affect any rights or obligations accruing or arising hereunder prior to termination.

Section 44

It is recognized between the parties that there are existing separate interlocal agreements between the parties on the following subjects which remain in effect and are not affected by this Interlocal Agreement: beach tolls; impact fees; E-911 emergency number system; bulk purchases; sidewalks/bikepaths; and the solid waste assessment interlocal agreement.

Section 45

Upon this agreement becoming effective, the interlocal agreements listed below are automatically terminated, and the parties waive all notice requirements for termination set forth therein:

- (1) Interlocal Agreement for Maintenance of County Roads within the City limits, undated, but executed in March, 1989;
- (2) Interlocal agreement related to fire services executed by the City on May 6, 1991 and by the County on April 9, 1991; and
- (3) Interlocal Agreement for Joint Solid Waste Management Program (Recycling) executed May 1, 1989 by the City and May 9, 1989 by the County.

The parties recognize that the terms of the above-listed agreements are included in substantially similar form in this Agreement.

Section 46

This agreement may be amended in writing by agreement of the parties. Any amendment must be executed with the same formalities as the original.

Section 47

If any section, phrase, sentence or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 48

This Agreement shall be executed in triplicate and shall take effect immediately upon filing with the Clerk of the Circuit Court after its execution by the parties hereto.

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

EXECUTED by the CITY OF ST. AUGUSTINE BEACH, on the 6th day of April, 1992.

CITY OF ST. AUGUSTINE BEACH

By: [Signature]
Its Mayor

ATTEST:

[Signature]
CITY MANAGER

EXECUTED by the BOARD OF COUNTY COMMISSIONERS of St. Johns County, Florida, on the 28 day of APRIL, 1992.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Its Chairman

ATTEST:

[Signature]
CARL "BUD" MARKEL
Clerk of the Circuit Court

Exhibit B
St. Johns County and City of St. Augustine Beach
Interlocal Agreement – First Addendum

Dated: June 5, 2006

FIRST ADDENDUM TO THE ST. JOHNS COUNTY/ST. AUGUSTINE BEACH
INTERLOCAL AGREEMENT

THIS FIRST ADDENDUM ("First Addendum") TO THE ST. JOHNS COUNTY/ST. AUGUSTINE BEACH INTERLOCAL AGREEMENT (the "Agreement"), is made and entered into on this 5th day of June 2006 by the CITY OF ST. AUGUSTINE BEACH, ("City"), and the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, ("County").

RECITALS:

WHEREAS, the parties entered into the Agreement on April 28, 1992, to establish terms and conditions related to transportation level of service, road maintenance, water and sewer, protection of potable water wellfields, emergency medical services and fire protection, recreation, solid waste recycling, and solid waste; and

WHEREAS, Section 163.01, Florida Statutes, otherwise known as the Florida Interlocal Cooperation Act of 1969 ("Act"), permits local governmental units to efficiently use their powers by enabling them to cooperate with other localities on a basis of mutual advantage and provide services and facilities to adjoining communities with economic benefits to both; and

WHEREAS, the County owns and operates wastewater facilities in St. Johns County; and

WHEREAS, the City desires to expand upon its current use of the County's expertise in the provision of wastewater services; including the ownership, operation and maintenance of such facilities within the corporate limits of the City; and

WHEREAS, the County and the City have mutually prepared a facilities plan that addresses the expansion of the current sewer collection system within the City, with provisions for installation and operation (of the "Sewer Project"); and

WHEREAS, it has become apparent to the County and the City that the provisions of the Agreement need to be modified and expanded upon in order for the phase-out of existing septic tanks and the implementation of the Sewer Project contemplated by the parties;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY AS APPEARS ON RECORD IN ST. JOHNS COUNTY, FLORIDA WITNESS MY HAND AND OFFICIAL SEAL THIS 19th DAY OF June 2006
CHERYL STRICKLAND, CLERK
Ex-Officio Clerk of the Board of County Commissioners
BY: Patricia DeGrade, P.C.

CHERYL STRICKLAND
CLERK COUNTY COMMISSIONERS
ST. JOHNS COUNTY FL.

06 JUN 14 PM 2:44

FILED



- I. The above representations are true and correct, and form a material part of this First Addendum to the Agreement.
- II. The parties agree that Section 15 of the Agreement shall be revised with respect to the sanitary sewer service provision and Section 43 of the Agreement with respect to the termination clause.

PART III, SECTION 15 – WATER AND SEWER

- A. BACKGROUND. The portion of the City that is to be served by the new sewer collection system ("Sewer Service Area or SSA") consists of 1,043 parcels requiring approximately 900 connections in 7 neighborhoods located on Anastasia Island in the central eastern portion of St. Johns County. A depiction of the SSA is attached to and incorporated in this First Addendum as Exhibit 1. There is a combination of existing improvements that are connected to the County wastewater system as well as improvements that are on individual on-site wastewater treatment systems (septic tank and drain field). There is also a combination of existing improvements that are connected to the County water system as well as improvements that have individual potable wells. Due to the high groundwater levels associated with living on the coast, some homeowners occasionally experience problems with slow or non-draining on-site wastewater systems. There also is a concern that failing septic tank systems may be contributing the environmental quality degradation of the Matanzas River Basin.

The City has secured a grant from the Florida Department of Environmental Protection ("FDEP") in the original amount of \$429,300 for the planning and design of the Sewer Project, with a current adjusted amount of \$882,000. Additional grant funds for construction are anticipated in the amount of approximately \$8,202,000. The County is on the planning list to receive an FDEP state revolving fund ("SRF") loan in the amount of approximately \$10 million. Due to the grant funds having an annual limit of \$750,000, the receipt of the grant funds will continue beyond the construction period, necessitating loan amounts that in combination with the grant exceed the actual project costs. Total project costs are estimated to be approximately \$13.6 million.

B. SEWER PROJECT PARAMETERS

As authorized by Section 163.01, Florida Statutes, the County shall design and install for the City, at the request of the City, a gravity sewer system for the SSA in order to assist the City with the septic tank phase-out within the SSA which the City desires to accomplish. The County's assistance shall be subject to the following terms, conditions, and limitations:

- (i) **Design of Gravity System.** The County shall undertake the design of the gravity sewer system which shall be installed in the SSA. With respect to any documents that are in the possession of the County, the City shall provide the County with access to and copies of necessary plans, specifications, contracts, easements, and records which the County may reasonably request in order for the County to accomplish the design of the system for the properties which will need to be accommodated within the SSA. The City shall provide such documentation within no later than thirty (30) business days of receipt of request for such documentation from the County, unless it is not feasible to provide the documentation within such time frame. If the latter should be the case, the City shall advise the County when such documentation shall be provided, and the schedule for completion of the project shall be modified accordingly as necessary.
- (ii) **Access and Connections.** The City shall permit the County access to necessary rights of way and, if necessary, assist in obtaining access to properties, with the concurrence of the respective homeowners or property owners involved, in order to inspect the existing water, wastewater, and other related facilities on the properties for which the gravity system is to be placed, upon reasonable advance request by the County. The parties agree and understand that in order for the project to be successfully developed and installed, the County must have access to the actual physical properties upon which the system will be installed for necessary inspection, testing, and verifications of the connection points, among other matters. The County and the City contemplate that the system shall be installed only in the public rights of way with stub outs, and that the individual homeowners or property owners within the SSA shall be responsible for their own plumbing and connections to the system.

- (iii) **County Leadership Role.** The City recognizes that the County has the expertise required for the efficient design, construction, operation and maintenance of the system and the City therefore agrees to partner with the County in the design, construction, operation and maintenance of the system intended to serve the residents of the City, including a collection system (gravity lines) and a transmission system (pumping stations and force mains), upon the terms and conditions contained in this First Addendum. The County shall be the lead agent and assume the responsibility with respect to the design, construction, operation and maintenance of the system.
- (iv) **Customer Notification.** Because the parties recognize that installation of a gravity system could result in a backup of sewage into the SSA residents' homes, the parties agree that they shall fully cooperate to develop an extensive communication package to individually notify all residents within the SSA of the potential for the sewage backup occurrences due to the installation of a gravity system. A form of the notification to be provided to the customers shall be in substantially the form that is attached to and incorporated in this First Addendum as Exhibit 2.
- (v) **System Financing.** The County shall be responsible for funding the design, construction, and permitting and associated costs of the gravity system Sewer Project to the extent and in the manner set forth in this section (v). The County shall determine how it shall finance the balance of the Sewer Project that remains after the application of the City grant funds. Toward this end, the County may borrow funds from FDEP or utilize other options. The City shall cooperate with the County on these matters, including assisting with preparation and submission of loan applications to FDEP and making presentations at public hearings, if requested to do so.
- (vi) **Installation Schedule.** Subject to obtaining County Commission approval and necessary permits and other approvals, and completion of the customer notification plan, the parties contemplate that Phase I of the system shall be installed and operational within thirty-six (36) months after commencement of construction or thirty-nine (39) months after notice to proceed. Phase II of the

system shall be installed upon completion of Phase I, with the system installed and operational within thirty-six (36) months after commencement of construction or thirty-nine (39) months after notice to proceed.

- (vii) Draw Requests and Certification of Completion for Payments. The County shall front fund the design of the system, site preparation, construction and installation of the gravity system Sewer Project. Thereafter, the City shall reimburse the County for these items from the grant funds made available by FDEP. The County shall submit its draw requests monthly to the City, setting forth the percentage of completion of the respective tasks involved. Should the County fund the project through an FDEP loan, such invoices shall be in a format acceptable to FDEP for that purpose. The County shall then submit such paperwork to FDEP for loan purposes and the City shall submit such paperwork to FDEP for grant reimbursement purposes.
- (viii) Permits. The County shall be responsible for obtaining any necessary permits for right of way work, construction and installation of the gravity system Sewer Project. The City agrees to reasonably cooperate with the County on permit issue matters. The contractors will be required to obtain any necessary right of way permits to do any work, but the County will not require any fees for such permits.
- (ix) Lift Station Site and Transmission Lines. The County shall install the required pump stations and transmission (force) mains needed to accommodate the new gravity system Sewer Project. The City shall cooperate with the County in the selection of appropriate sites for the location of the required pump stations. It shall be a condition precedent to the County's obligations to perform hereunder that the sites shall be agreeable to the County; that access shall be provided to the County in a deed, easement, or other written conveyance acceptable to the County in term and content for the duration of this Interlocal Agreement as modified by this First Addendum; and that the full cost of securing and providing the sites shall be borne by the County. The transmission lines shall be constructed in public rights of way with the full permission and agreement of the City.

- (x) Dedication of System and Reverter. Upon completion of the system, the system shall be dedicated jointly to the City and the County for as long as this Interlocal Agreement, as amended, remains in effect. Upon such dedication, the County shall provide collection and treatment services. Upon the expiration of the term of the First Addendum or any respective renewal, title to the system shall revert to the County, as shall all operation and maintenance requirements for the system.
- (xi) Billing. The County shall be responsible for billings, servicing, and collections on accounts for the customers within the SSA. The County shall not charge the sewer customers within the SSA rates or other charges greater than those County charges to its other wastewater customers of like size or class.
- (xii) Term. The terms included in the First Addendum shall remain in effect until such debt instruments as have been incurred for the SSA gravity system Sewer Project have been retired.
- (xiii) For the purposes of Section 381.00655, Florida Statutes, the County and City shall be deemed to be co-owners of the sewerage system that serves the SSA, until such time as the debt instruments that have been used to finance the SSA gravity system Sewer Project have been retired, upon which the ownership shall revert to the County.

SAVE AND EXCEPT as hereby expressly amended by, or inconsistent with, this First Addendum, all terms and conditions of the Agreement dated April 28, 1992, shall be and remain in full force and effect.

[Remainder of page intentionally blank].

IN WITNESS WHEREOF, the parties hereto have duly executed this First Addendum to the Agreement in triplicate on the days set forth below.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant
James E. Bryant, Chair

OFFICIAL SEAL
CHERYL STRICKLAND, CLERK

Date of Execution by County:
MAY 10, 2006

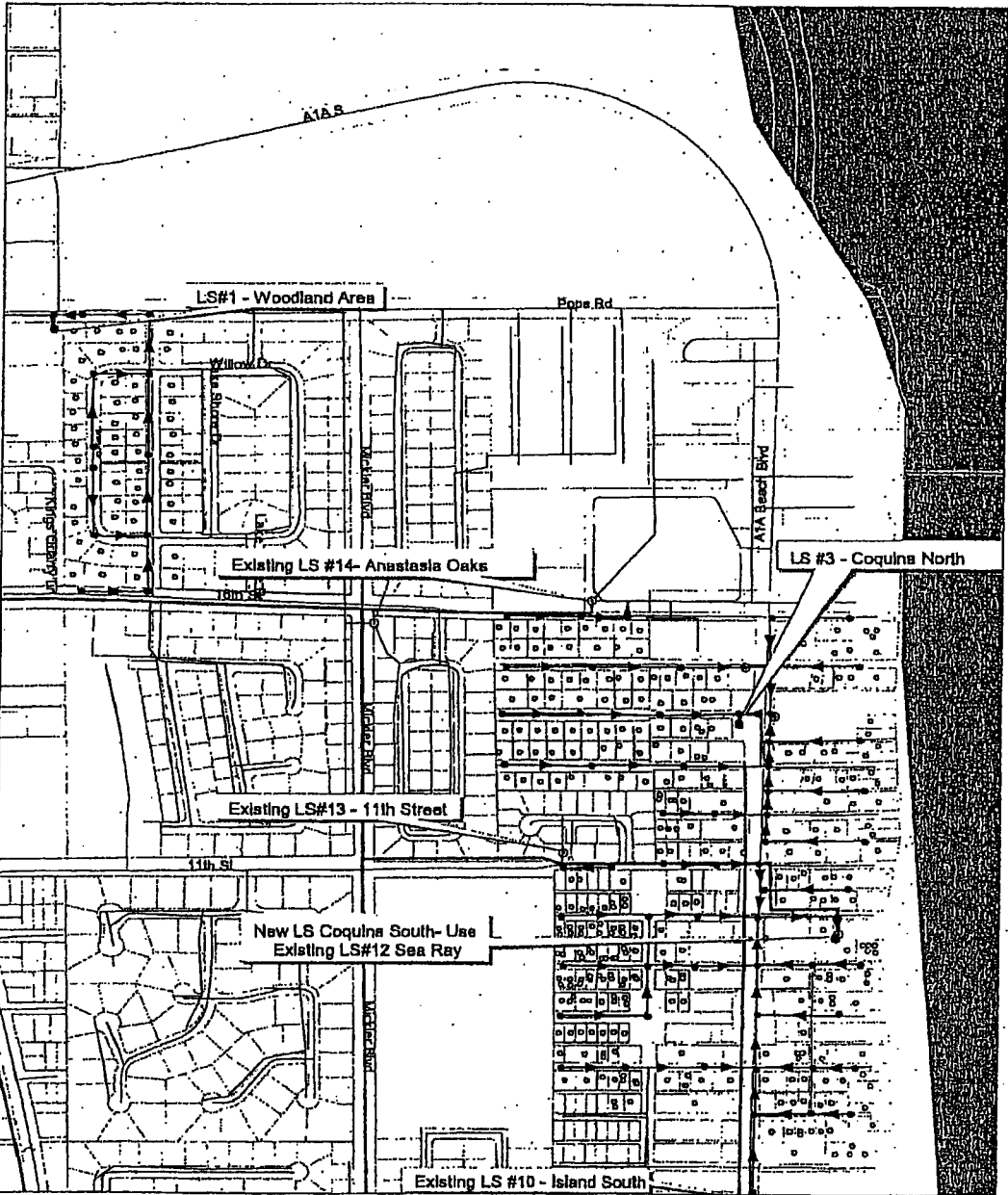
ATTEST: [Signature]
Deputy Clerk

As authorized for execution by the
Board of County Commissioners at
their MAY 2, 2006
regular meeting.

CITY OF ST. AUGUSTINE BEACH
By: [Signature]
Mayor

As authorized for execution by the
City Council at their June 5, 2006
regular meeting.

ATTEST: [Signature]
City Manager



LEGEND

- Roads
- New Force Mains
- New 8" Gravity Sewer Lines
- New Manholes
- New Lift Stations
- Existing Lift Stations
 - Private
 - SJC
- Potential Sewer Customers
- Existing Force mains
- Existing Gravity Mains
- ▭ Parcels

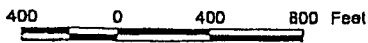
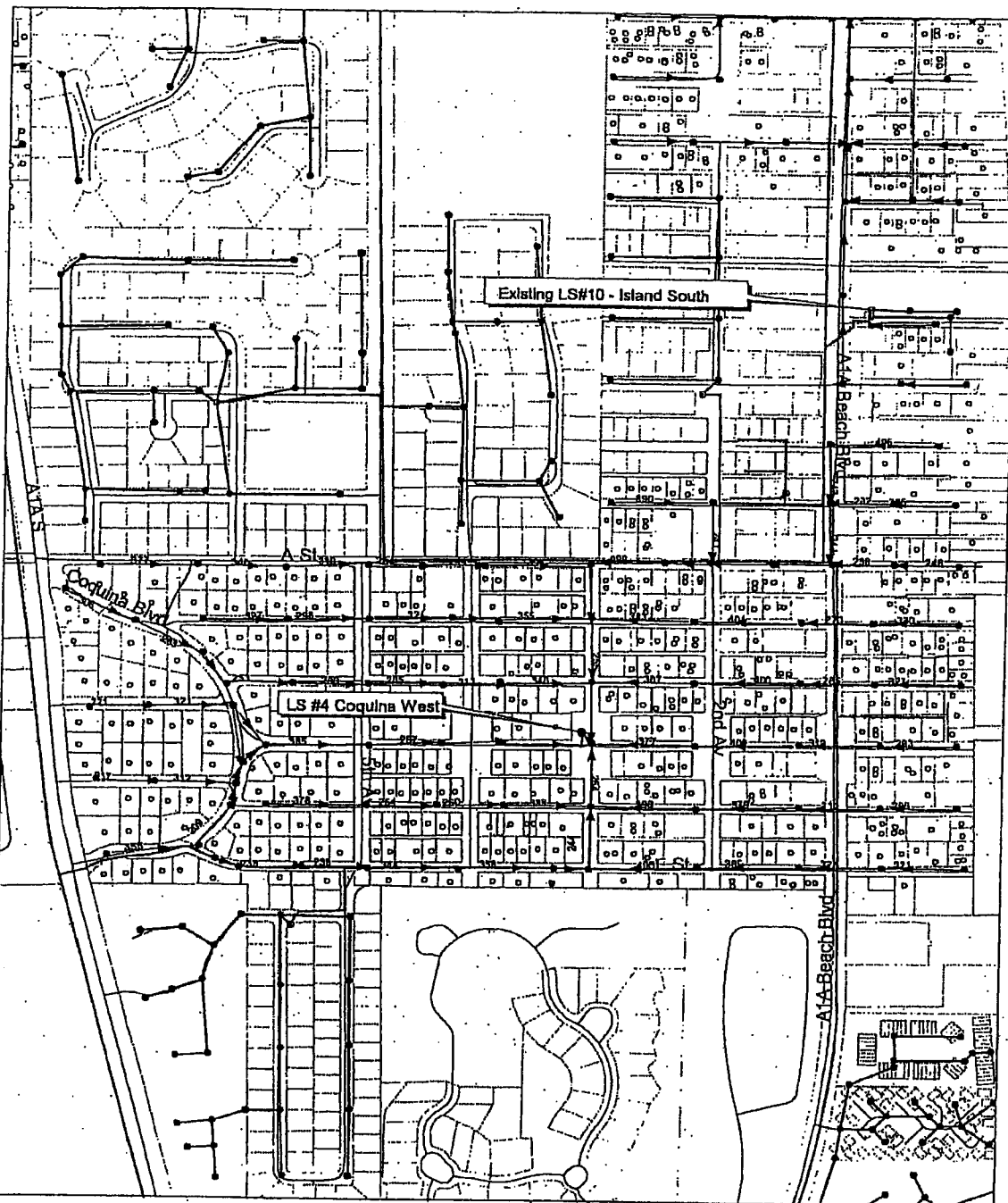


Exhibit 1
Drawing 1 of 3
Gravity Layout in Northern St. Augustine Beach
City of St. Augustine Beach, Florida

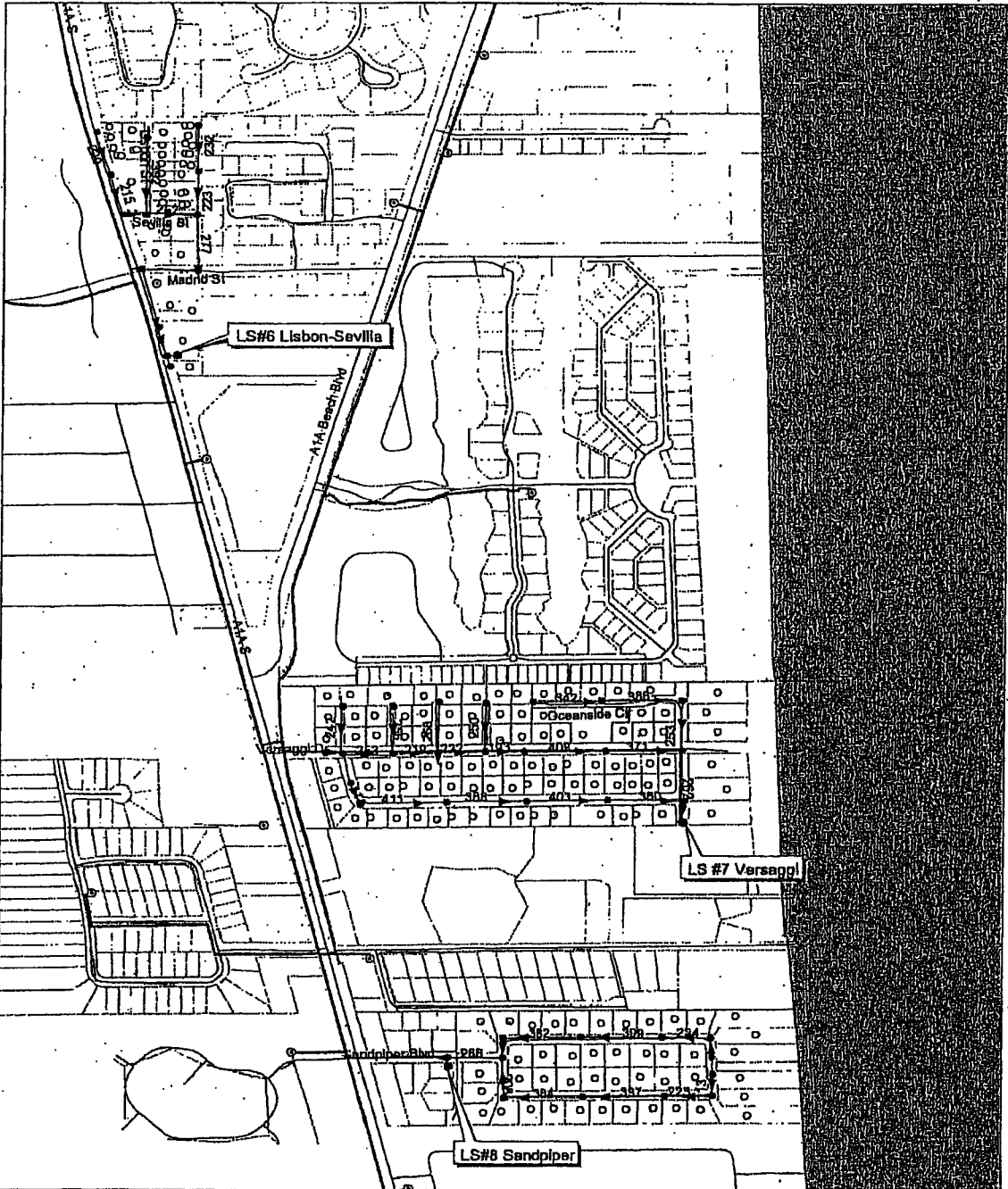


- LEGEND**
- Roads
 - New Force Mains
 - New 8" Gravity Sewer Lines
 - New Manholes
 - New Lift Stations
 - Existing Lift Stations
 - Private
 - SJC
 - Potential Sewer Customers
 - Existing Force Mains
 - Existing Gravity Mains
 - ▭ Parcels

300 0 300 600 Feet



Exhibit 1
 Drawing 2 of 3
 Gravity Layout in Central St. Augustine Beach
 City of St. Augustine Beach, Florida



- LEGEND**
- Roads
 - New Force Mains
 - New 8" Gravity Sewer Lines
 - New Manholes
 - New Lift Stations
 - Existing Lift Stations
 - Private
 - SJC
 - Potential Sewer Customers
 - Existing Force mains
 - Existing Gravity Mains
 - Parcels

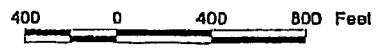


Exhibit 1
Drawing 3 of 3
**Gravity Layout in Southern St. Augustine Beach
City of St. Augustine Beach, Florida**

Exhibit 2

SJCUD COMMUNICATION TO NEW CUSTOMERS

[DATE]

[Customer/Business Name]
[Street Address 1]
[Street Address 2]
[City, State Zip]

Dear [Title] [Customer/Business]:

The purpose of this letter is to discuss the upcoming septic tank phase out and wastewater collection system construction project in portions of the City of St. Augustine Beach. A map of the area is attached. As you may know, the City together with the St. Johns County Utility Department (SJCUD) procured SRF grant funds to enable the installation of a central wastewater collection system. This new wastewater system will enable property owners in the project area to abandon their septic tanks and connect to the newly installed collection system pipes.

If your property is located within the project limits (see the attached map) and you connect to the new wastewater collection system once the installation is complete, SJCUD will be your wastewater service provider. A typical residential monthly wastewater bill will range from \$25 (based on 5,000 gallons of water use per month) to \$40 (based on a maximum of 10,000 gallons of water use per month).

SJCUD will be installing a conventional Gravity Sewer System as is found extensively throughout SJCUD's current service area. A typical gravity flowing sewer system relies on pipes that slope from high to low to transfer wastewater from individual properties to a treatment plant via pump stations. There are no moving parts in such gravity systems that can fail and impact the customer's service.

SJCUD will make every effort to avoid unnecessary inconveniences as we begin the installation of this gravity sewer system. The construction of these improvements may result in one or more inconveniences that may include water service disruptions, periodic road closures, construction noise and road reconstruction activities. SJCUD will make every effort to minimize the disruption in the affected neighborhoods.

The City will host town meetings with those property owners that will be affected by the project to provide more detailed information on project timing, construction phasing, project costs, and connection alternatives.

In the event there are questions regarding the project or utility service, we invite you to please contact Mickhael Sulayman, with the St. Johns County Utility Department, at 904-471-8486 x210.

SJCUD appreciates your patience as we move forward with improvements to better the communities and environment in which we live. Please do not hesitate to contact us with your inquiries.

Sincerely,

[SJCUD Representative]
[Title]

NOTICE OF PUBLIC HEARING FACILITIES AND FUNDING PLAN FOR THE City of St. Augustine Beach Wastewater Facilities Capital Improvement Plan Projects

COPY OF A

THE ST. AUGUSTINE RECORD

PUBLISHED EVERY MORNING 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 **CHARLES BARRETT** who on oath says that he is an 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 **NOTICE OF HEARING** in the matter **WASTEWATER FACILITIES** was published in said newspaper in the issues of


APRIL 25, 2006.

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 heretofore has 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, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that he 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 this 25TH day of APRIL, 2006.

by Charles Barrett who is personally known to me or who has produced PERSONALLY KNOWN as identification.

Patricia A. Bergquist
(Signature of Notary Public)

 Patricia A. Bergquist
My Commission DD275991
Expires December 18, 2007

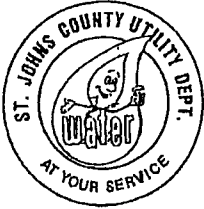
(Seal)

PATRICIA A. BERGQUIST HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY AS APPEARS ON RECORD IN ST. JOHNS COUNTY, FLORIDA WITNESS MY HAND AND OFFICIAL SEAL THIS 25 DAY OF May 2006
CHERYL STRICKLAND, CLERK
Ex-Officio Clerk of the Board of County Commissioners

BY: *Patricia DeGande*
Patricia DeGande, Deputy Clerk



Notice is hereby given that the Board of County Commissioners will hold a public hearing on the proposed funding plan for the City of St. Augustine Beach Wastewater Facilities Capital Improvement Plan Projects. The hearing will be held on Monday, April 24, 2006, at 10:00 AM in the Board of County Commissioners' Conference Room, 2701 St. Augustine, St. Augustine, Florida 32084. The Board of County Commissioners will consider and vote on the funding plan. The hearing is open to the public and anyone interested in the project is encouraged to attend. For more information, contact the Board of County Commissioners at (904) 209-0450. The hearing will be held in accordance with the Americans with Disabilities Act, and persons needing special accommodations should contact the Board of County Commissioners at (904) 209-0450 at least 48 hours prior to the date of the hearing. The Board of County Commissioners is composed of the following members: Chairman: Patricia DeGande, Deputy Clerk; Members: Patricia DeGande, Deputy Clerk; Members: Patricia DeGande, Deputy Clerk.



ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners



P.O. Box 3006
St. Augustine, Florida 32085-3006
Phone: (904) 471-2161 • Toll Free: 1-877-837-2311
Administrative Fax: (904) 461-7619
Billing Dept. Fax: (904) 461-3995

June 21, 2006

Max Royle
City Manager, City of St. Augustine Beach
2200 A1A South
St. Augustine Beach, FL 32080

Re: Update on City of St. Augustine Beach SRF Project No. SG510010

Dear Mr. Royle:

In addition to the activities associated with the processing and transmittal of the Interlocal Agreement to FDEP, CDM and ourselves have been engaged in the following activities:

A review of project scope and approach with CDM and SJCUD Engineering staff has resulted in 1) the identification of capacity and operational constraints in the existing pumping and transmission system; 2) the need to consider additional new development (customers and flows) adjacent to the project area that must be accounted for; and 3) the change in status of some properties previously identified as potential pump station sites. CDM is currently revising the project scope of services to account for these factors and is also communicating with FDEP (Don Berryhill) regarding project status and progress. SJCUD Engineering staff and CDM expect to meet in the next week or so to discuss the scope of work revisions.

Please let me know if you need additional information or clarification.

Thanks,

Frank Kenton
Utility Administrative Manager