

RESOLUTION NO. 2011-307

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS,
PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN
INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY,
FLORIDA, AND THE CITY OF ST. AUGUSTINE BEACH, FLORIDA;
PROVIDING COOPERATION AND FUNDING FOR THE WEST
AUGUSTINE COMMUNITY REDEVELOPMENT AREA SANITARY
WATER AND SEWER EXPANSION PROJECT, AND AUTHORIZING
THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS
TO EXECUTE THE AGREEMENT ON BEHALF OF
ST. JOHNS COUNTY**

WHEREAS, it is the design, purpose and intention of St. Johns County, Florida (County), and the City of St. Augustine Beach, Florida (City) to improve and expand the sanitary water and sewer system within the West Augustine Community Redevelopment Area; and

WHEREAS, the City resolved in Resolution 2009-22 and the County resolved in Resolution 2009-226 to work cooperatively to support funding initiatives for improved public sanitary sewer and water infrastructure in West Augustine Community Redevelopment Area (CRA) by implementing a 6 Plank Strategy; and

WHEREAS, the City completed the Master Plan entitled, West Augustine CRA Water and Sewer Master Plan prepared by Applied Technology & Management, dated May 2010; and

WHEREAS, the City has entered into a contract with Black & Veatch for grant writing and engineering services for West Augustine CRA utilities expansion; and

WHEREAS, the City through assistance from Black & Veatch, applied with the Florida Department of Environmental Protection State Revolving Fund (SRF) for Clean Water Grant/Loan for pre-construction funding; and

WHEREAS, \$1,886,000 has been funded through SRF to the City for pre-construction planning pending execution of a loan agreement; and

WHEREAS, the City and County jointly resolve in above mentioned resolutions to seek project funding and establish a user connection policy; and

WHEREAS, the City and the County recognize that sewer expansion is contingent upon connections to the utility and the successful enforcement of user connections to the utility; and

WHEREAS, The City agrees to execute the loan agreement with SRF for pre-construction funding of CRA Sewer Expansion in the amount of \$1.886 million and to complete the planning documents (Facility's Plan) estimated to cost up to but not exceeding \$390,000; and

WHEREAS, the County agrees to pay 50% of the City's preconstruction activity, estimated to cost up to, but not exceeding \$390,000, in the event the project does not move into construction and the City would accept payment at the rate and terms under the SRF loan agreement; and

WHEREAS, the City and County agrees that the success of sewer expansion is dependent upon the customers connecting to the system, therefore, both City and County agree that a mandatory connection enforcement policy is required; and

WHEREAS, the County supports and agrees that the City will notify customers one year in advance of utility availability and allow one year and one month (13 months) to connect as required under *Florida Statutes* before commencing monthly utility billing; and

WHEREAS, the County agrees to apply for CDBG grants for year 2013 and 2014 for tap and connection costs and septic tank abandonment for West Augustine CRA customers; and

WHEREAS, the City agrees to apply for CBDG Economic Development grant for Florida Memorial College, or any other qualified applicant, for utility expansion.

WHEREAS, the City and the County agree to apply for any other grant or loan forgiveness program during the course of project which will offset the costs of the SRF loan or individual costs to the community members; and

WHEREAS, Chapter 163, *Florida Statutes* authorizes the County and the City to enter into this Agreement.

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the proposed Interlocal Agreement (attached hereto, and incorporated herein); and

WHEREAS, the County has determined that accepting the terms of the Interlocal Agreement, and entering into said Interlocal Agreement will serve the collective interests of the County and City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Interlocal Agreement for providing an improved and expanded sanitary water and sewer system within the West Augustine CRA between St. Johns County, Florida, and the City of St. Augustine Beach, Florida, and authorizes the Board Chairman to execute the above-mentioned Interlocal Agreement on behalf of St. Johns County.

Section 3. Consistent with State law, this Agreement shall be filed with the Clerk of the Circuit Court for St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this **18th** day of **October, 2011**.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:

Pam Halterman
Deputy Clerk

By:

Joseph "Ken" Bryan
Joseph "Ken" Bryan, Chair

RENDITION DATE 10/19/11



**INTERLOCAL AGREEMENT
FOR WEST AUGUSTINE AREA
SEWER EXPANSION AND
CONNECTION POLICIES**

THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into between St. Johns County Board of County Commissioners (County), a political subdivision of the State of Florida, whose address is 500 San Sebastian Way, St. Augustine, Florida 32084, and the City of St. Augustine, Florida (City), a municipal corporation of the State of Florida, whose address is 75 King Street, St. Augustine, Florida 32084.

RECITALS

WHEREAS, the City resolved in Resolution 2009-22 and the County resolved in Resolution 2009-226 to work cooperatively to support funding initiatives for improved public sanitary sewer and water infrastructure in West Augustine Community Redevelopment Area (CRA) by implementing a 6 Plank Strategy; and

WHEREAS, the City completed the Master Plan entitled, West Augustine CRA Water and Sewer Master Plan prepared by Applied Technology & Management, dated May 2010; and

WHEREAS, the City has entered into a contract with Black & Veatch for grant writing and engineering services for West Augustine CRA utilities expansion; and

WHEREAS, the City through assistance from Black & Veatch, applied with the Florida Department of Environmental Protection State Revolving Fund (SRF) for Clean Water Grant/Loan for pre-construction funding; and

WHEREAS, \$1,886,000 has been approved for funding through SRF to the City for pre-construction planning pending execution of a loan agreement; and

WHEREAS, the City and County jointly resolve in above mentioned resolutions to seek project funding and establish a user connection policy; and

WHEREAS, the City and the County recognize that sewer expansion is contingent upon connections to the utility and the successful enforcement of user connections to the utility; and

WHEREAS, The City agrees to execute the loan agreement with SRF for pre-construction funding of CRA Sewer Expansion in the amount of \$1.886 million and to complete the planning documents (Facility's Plan) estimated to cost up to but not exceeding \$390,000; and

WHEREAS, the County agrees to pay 50% of the City's preconstruction activity, estimated to cost up to, but not exceeding \$390,000, in the event the project does not move into

construction and the City would accept payment at the rate and terms under the SRF loan agreement; and

WHEREAS, the City and County agrees that the success of sewer expansion is dependent upon the customers connecting to the system, therefore, both City and County agree that a mandatory connection enforcement policy is required; and

WHEREAS, the County supports and agrees that the City will notify customers one year in advance of utility availability and allow one year and one month (13 months) to connect as required under *Florida Statutes* before commencing monthly utility billing; and

WHEREAS, the County agrees to apply for CDBG grants for year 2013 and 2014 for tap and connection costs and septic tank abandonment for West Augustine CRA customers; and

WHEREAS, the City agrees to apply for CBDG Economic Development grant for Florida Memorial College, or any other qualified applicant, for utility expansion; and

WHEREAS, the City and the County agree to apply for any other grant or loan forgiveness program during the course of project which will offset the costs of the SRF loan or individual costs to the community members; and

WHEREAS, Chapter 163, *Florida Statutes* authorizes the County and the City to enter into this Agreement.

WITNESSETH:

Section 1. Effect of Recitals. The above Recitals are incorporated into the body of this Agreement, and said Recitals are adopted as Findings of Fact.

Section 2. Severability. 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. Controlling Law/Venue. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 4. Assignment/Transfer/Sale. In light of the scope and rationale for this Agreement, neither the County nor the City may assign, transfer, and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either the County, or the City, assign, transfer, or sell any of the rights noted in this Agreement without such prior express approval of the other party, then such action on the part of either the County,

or the City, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 5. Complete Expression of Agreement; Subsequent Amendment. Both the County and the City acknowledge that this Agreement constitutes the complete and understanding of both parties. Both the County and the City acknowledge that any amendments to this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County, and the City. It is expressly noted that any subsequent amendment to this Agreement shall be filed with both the Clerk of the Circuit Court of St. Johns County, and with the Clerk for the City of St. Augustine.

Section 6. Authority; General Responsibilities.

- A) All of the privileges and immunities and limitations for liability, exemption from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits that apply to the activity of officers, agents, or employees of either the County or the City when performing the duties of their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially, under the provisions of this Agreement.
- B) This Agreement does not, and shall not be deemed to relieve either the County, or the City, of any of their respective obligations or responsibilities imposed upon them by law, except to the extent of the actual and timely performance of those obligations or responsibilities by either the County, or the City, in which case, performance provided hereunder may be offered in satisfaction of the obligation or responsibility.
- C) The parties each shall adhere to FDEP SRF requirements stated in the Loan Agreement; paragraph 5.03 "Mandatory Connections," which states:

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

Section 7. Term of this Agreement. Unless sooner terminated as provided herein, this Agreement shall commence as of the effective date of this Agreement, and shall continue thereafter until any Grants or the SRF loan is satisfied.

Section 8. Rights and Obligations of the County.

- A) Commencing on the effective date of the Agreement, the County shall have the right to review and approve all design drawings, State DEP Permit Applications, Loan Documents, Facility's Plan that will be developed by the City in order to facilitate construction of sewer expansion in the CRA. In the event that the County does not respond with comments within ten (10) business days of receipt of such design

drawings, permit applications, Facility's plan, bid documents, grant application and loan applications, then the County waives any objections.

- B) Should the project not move to construction, the County will pay 50% of \$390,000, for the SRF Facility's Plan planning documents, with the Counties obligation not to exceed \$195,000. The County will finance the repayment over the same term and interest rate as the City's SRF Loan documents. The County will not incur a penalty for early repayment or a lump sum payment.
- C) The County shall apply for CBDG grants for West Augustine CRA for 2013 and 2014 to be dedicated to West Augustine CRA service connection and septic tank abandonment.
- D) The County agrees to apply for any other grants or loan forgiveness program that will off-set the cost of the overall project and/or costs to the individual customers.

Section 9. Rights and Obligations of the City.

- A) The City will apply for SRF pre-construction funding in the amount of \$1,886,000 for sewer expansion in the West Augustine CRA.
- B) The City will upon the effective date of this Agreement prepare the Loan Agreement and commence preparation of the Facility's Plan for sewer expansion in the West Augustine CRA. The Facility's Plan shall be shared with the County.
- C) If the project moves forward to design and construction, the City will apply for construct the improvements in conformance with the rights-of-way permits with County Public Works Department.
- D) The City agrees to apply for CBDG Economic Development grant for Florida Memorial College, or any other qualified applicant, for utility expansion.
- E) The City agrees to apply for any other grants or loan forgiveness program that will off-set the cost of the overall project and/or costs to the individual customers.

Section 10. Notices. All notices and other correspondence to the County shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

County Administrator
500 San Sebastian View
St. Augustine, FL 32084

With Copy to:

Assistant County Administrator
for the Utilities Department
500 San Sebastian View
St. Augustine, FL 32084

All Notices, and other correspondence to the City shall be delivered, either by hand (receipt of deliver is necessary), or by U.S. Mail to:

City Manager
75 King Street
St. Augustine, FL 32084

With a Copy to:
Director of Public Works
75 King Street
St. Augustine, FL 32084

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.]

Section 12. Effective Date. The effective date of this Agreement will be the latter of the two following dates: 1) the date of this Agreement is filed with the Clerk of the Circuit Court of St. Johns County, Florida and 2) the date this Agreement is filed with the City Clerk of the City of St. Augustine, Florida.

ATTEST: Strickland Clerk

COUNTY OF COUNTY
COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Deputy Clerk, County of County
Commissioners of St. Johns
County, Florida

By: _____

Date: _____

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Office of the County Attorney

ATTEST

CITY OF ST. AUGUSTINE,
FLORIDA (a municipal Corporation)

City Clerk

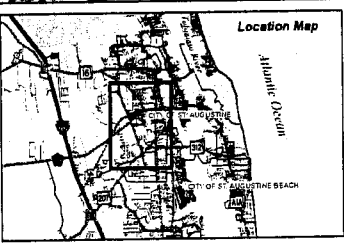
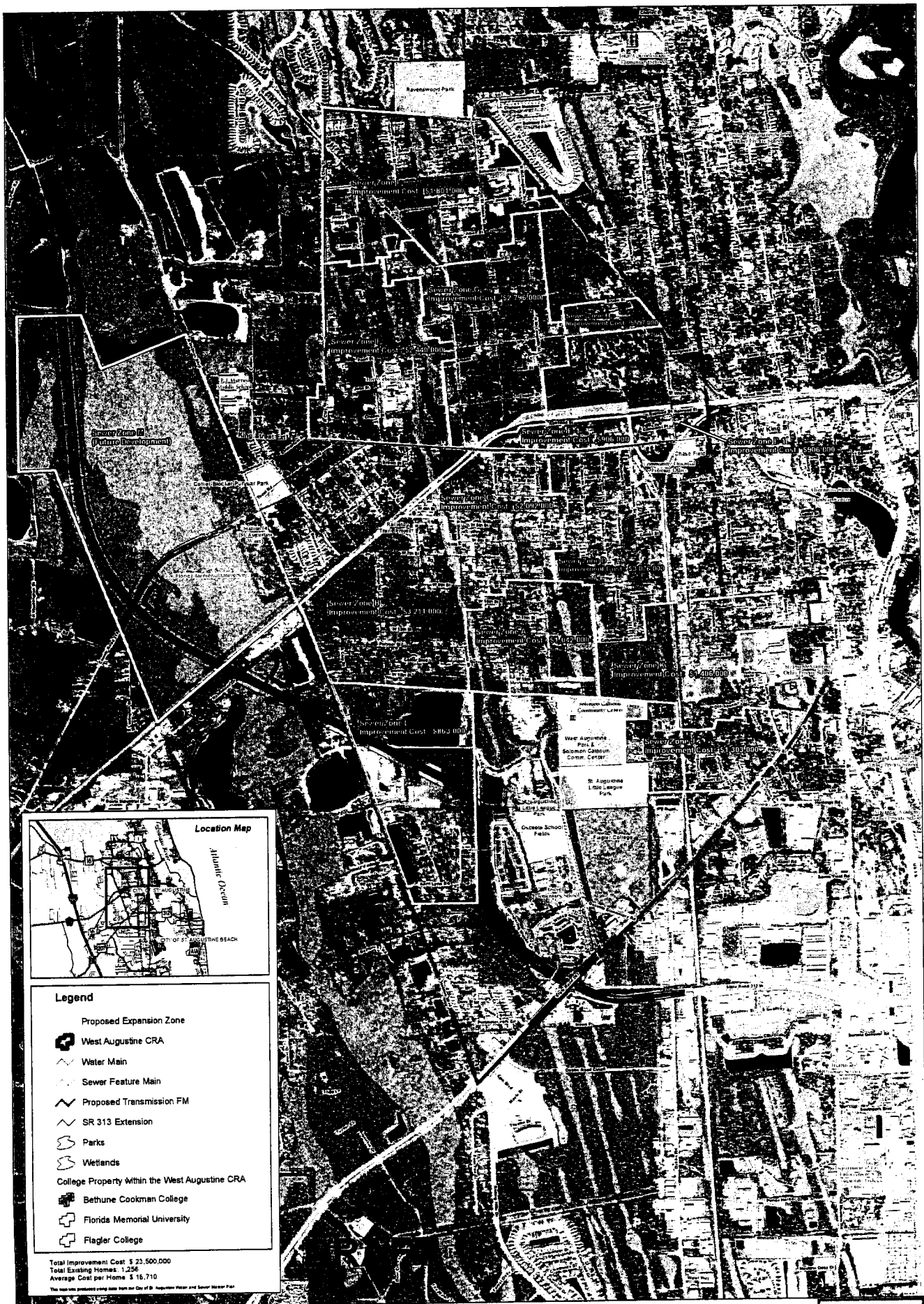
Mayor

Date: _____

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney



Legend

- Proposed Expansion Zone
- West Augustine CRA
- Water Main
- Sewer Feature Main
- Proposed Transmission FM
- SR 313 Extension
- Parks
- Wetlands
- College Property within the West Augustine CRA
- Bethune Cookman College
- Florida Memorial University
- Flagler College

Total Improvement Cost: \$ 23,500,000
 Total Existing Homes: 1,256
 Average Cost per Home: \$ 18,710

This map was prepared using data from the City of St. Augustine Water and Sewer Master Plan.



**West Augustine Community Redevelopment Area
 Sewer Master Plan Opinion of Costs Breakdown**

