

RESOLUTION NO. 2015- 236

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A COST-SHARING AGREEMENT BETWEEN THE COUNTY, THE ST. JOHNS COUNTY SCHOOL BOARD, AND CROQUET ENDEAVORS, LLC.; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE CONTRACT RENEWAL ON BEHALF OF THE COUNTY; AND RECOGNIZING UNANTICIPATED REVENUE.

RECITALS

WHEREAS, Croquet Endeavors, LLC (Croquet Endeavors) owns the 3.5 acre tract of land described in Exhibit A (the Property); and

WHEREAS, the Property is accessed via Mosquito Control Road, which is a County-owned road; and

WHEREAS, Mosquito Control Road borders Ponte Vedra-Palm Valley Rawlings Elementary School, which is owned by the St. Johns County School Board (the School Board); and

WHEREAS, Mosquito Control Road does not meet the road standards provided in the County's Land Development Code; and

WHEREAS, Croquet Endeavors desires to construct a croquet court park on the Property; and

WHEREAS, On May 6, 2014, Croquet Endeavors sought, and the County denied, a nonzoning variance to Section 6.04.07 of the County Land Development Code to accommodate road access improvements that did not meet the County's road standards; and

WHEREAS, as a result of the County's denial of the nonzoning variance, Mosquito Control Road must be brought up to County standards before the Property can be developed; and

WHEREAS, Croquet Endeavors and the School Board each use Mosquito Control Road; and

WHEREAS, the County, Croquet Endeavors, and the School Board desire to share the cost of improving Mosquito Control Road in order to bring it into compliance with the County's Land Development Code; and

WHEREAS, the County, Croquet Endeavors, and the School Board have agreed to each participate in the improvements to, and maintenance of, Mosquito Control Road (the Road Project); and

WHEREAS, pursuant to the Cost-Sharing Agreement, the School Board shall contribute \$25,000.00, and Croquet Endeavors shall contribute \$50,000, toward the cost of the Road Project; and

WHEREAS, the County and the School Board have determined that funding the Road Project serves a public purpose.

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

Section 1. The above recitals are incorporated into the body of this resolution and are adopted as findings of fact.

Section 2. The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the attached Cost-Sharing Agreement and authorizes the County Administrator, or his designee, to execute an agreement in substantially the same form as the attached agreement on behalf of the County.

Section 3. To the extent that there are typographical 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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18th day of August, 2015.

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

Attest:

Sam Halterman
Deputy Clerk

By:

Priscilla L. Bennett
Priscilla L. Bennett, Chair

RENDITION DATE 8/20/15



COST SHARING AGREEMENT

This agreement is entered into between St. Johns County (the County), a political subdivision of the state of Florida, the St. Johns County School Board (the School Board), a unit of local government charged with operating the public schools of St. Johns County, and Croquet Endeavors, LLC (Croquet Endeavors), a Florida limited liability company (the Parties).

RECITALS

WHEREAS, Croquet Endeavors leases the 3.5 acre tract of land described in Exhibit A (the Property) from the Anastasia Mosquito Control District; and

WHEREAS, the Property is accessed via Mosquito Control Road, which is a County-owned road; and

WHEREAS, Mosquito Control Road borders Ponte Vedra-Palm Valley Rawlings Elementary School, which is owned by the School Board; and

WHEREAS, Mosquito Control Road does not meet the road standards provided in the County's Land Development Code; and

WHEREAS, Croquet Endeavors desires to construct a croquet court park on the Property; and

WHEREAS, On May 6, 2014, Croquet Endeavors sought, and the County denied, a nonzoning variance to Section 6.04.07 of the County Land Development Code to accommodate road access improvements that did not meet the County's road standards; and

WHEREAS, as a result of the County's denial of the nonzoning variance, Mosquito Control Road must be brought up to County standards before the Property can be developed; and

WHEREAS, each of the Parties uses Mosquito Control Road; and

WHEREAS, the Parties desire to share the cost of improving Mosquito Control Road in order to bring it into compliance with the County's Land Development Code; and

WHEREAS, the Parties have agreed to each participate in the improvements to, and maintenance of, Mosquito Control Road (the Road Project); and

WHEREAS, each of the Parties has monies available to participate in funding the Road Project; and

WHEREAS, the County and the School Board have determined that funding the Road Project serves a public purpose.

NOW THEREFORE, in consideration of the mutual obligations set forth below and other good and valuable consideration, the sufficiency of which is mutually acknowledged, the Parties agree:

1. The above recitals are incorporated into the body of this agreement and are adopted as findings of fact.

2. Within 30 days of the effective date of this agreement, the School Board shall pay \$25,000, and Croquet Endeavors shall pay \$50,000, to the County as their contributions to funding the Road Project. The remaining costs of the Road Project shall be borne by the County.

3. The County shall make all improvements necessary to bring Mosquito Control Road into compliance with the local road standards set forth in Section 6.04.07 of the County's Land Development Code, including repaving, milling, and resurfacing the road.

4. The Parties shall comply with all applicable requirements of federal, state, and local law in their performance under this agreement. To the extent that any party needs to obtain permits, licenses, or approvals in order to perform its obligations under this agreement, that party shall be responsible for obtaining such permits, licenses, or approvals at its own expense.

5. The County's performance under this agreement is contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, funds expended by the County under this agreement shall not exceed the amount appropriated in the County's budget for that purpose. Nothing in this agreement shall create any obligation on the part of the Board to appropriate funds for the County's performance under this agreement in any given fiscal year.

6. This agreement shall not be construed to create any agency relationship, partnership, association, or joint venture between the Parties.

7. The failure of any party to insist upon strict performance of any provision of this agreement shall not be construed as a waiver of such provision on any subsequent occasion.

8. This agreement does not obligate the County to approve any subsequent application for a development order or development permit on the Property if such order or permit would not be permissible under applicable federal, state, or local law.

9. This agreement shall be governed by Florida law. Venue for any legal or administrative action arising under this agreement shall lie exclusively in St. Johns County.

10. If any part of this agreement is declared illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such part shall be severable, and the remainder of this agreement shall remain in effect.

11. The Parties acknowledge that this agreement constitutes the complete agreement and understanding between the Parties. This agreement supersedes all prior and contemporaneous agreements, understandings, representations, and warranties, whether oral or written, relating to the subject matter of this agreement. Any amendment to this agreement shall be in writing and executed by duly authorized representatives of the Parties.

12. The Parties may sign this agreement in counterparts. This agreement shall be effective when it has been executed by all of the Parties.

COUNTY

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2015.

WITNESS:

ST. JOHNS COUNTY

By: _____

County Administrator

(Please print)

ATTEST:

By: _____

Clerk

Approved as to legal sufficiency

By: _____

County Attorney

SCHOOL BOARD

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2015.

WITNESS:

SCHOOL BOARD OF ST. JOHNS
COUNTY, FLORIDA

By: _____

Chair

(Please print)

ATTEST:

By: _____

Superintendent of Schools

CROQUET

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2015.

WITNESS:

CROQUET ENDEAVORS, LLC

By: _____

(Please print)

(Please print)

Its:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instruction was acknowledged before me this ____ day of _____, 2015, by _____, as _____, of Croquet Endeavors, LLC, who appeared personally before me and () is personally known to me or () has produced a valid driver's license as identification.

Notary Public

(Name of notary, typed/stamped/printed)

My commission number:

My commission expires: