

RESOLUTION NO. 2015-317

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT FOR THE PROVISION OF UTILITY WATER AND SEWER UNIT CONNECTION FEE REFUND AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, St. Johns County, Florida (County) currently has an ordinance to refund unit connection fees for transmission mains installed by Developers;

WHEREAS, the County will collect the unit connection fees applicable to the water and sewer refund Agreement and pay the Six Mile Creek Community Development District on a quarterly basis;

WHEREAS, the water unit connection refund Agreement is valid for a twelve (12) year time limit from the date set fourth in Utility Ordinance, Section 25 -E;

WHEREAS, with respect to the provision of refund of the water and sewer unit connection fees to the Developer, the Six Mile Creek Community Development District, has complied with the terms, provisions, conditions, and requirements of the current Agreement for unit connection fee refund;

WHEREAS, the County has determined that accepting the terms of the water and sewer unit connection fee refund Agreement, **which is attached hereto, and incorporated herein**, will serve the interests of the County.

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 water and sewer unit connection fee refund agreement between St. Johns County, Florida, and the Six Mile Creek Community Development District and authorizes the County Administrator to execute this water unit connection fee refund Agreement on behalf of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20 day of October, 2015.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

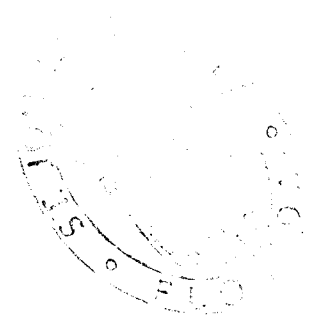
Attest:

Ram Halterman  
Deputy Clerk

By:

[Signature]  
Chair

RENDITION DATE 10/22/15



## WATER AND SEWER UNIT CONNECTION FEE REFUND AGREEMENT

**THIS WATER AND SEWER UNIT CONNECTION FEE REFUND AGREEMENT** (the "Agreement) is entered into, and made effective, this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Six Mile Creek Community Development District, a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes (herein known as the "CDD" and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida (the "COUNTY").

In consideration of the mutual promises and representations contained in this instrument, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Background.** The CDD has constructed improvements within the Six Mile Creek South portion of the Six Mile Creek PUD approved under St. Johns County Ordinance 91-37, as amended ("Whisper Creek"). Whisper Creek is located approximately 2.3 miles due South of State Road 16, and is bordered by County Road 13A (Pacetti Road) to the West and Six Mile Creek to the East, in St. Johns County, Florida as shown on attached Exhibit A.

The CDD has requested a refund pursuant to Section 25.E of the St. Johns County Utility Ordinance (Ordinance 2013-13) in consideration of the CDD's installation of approximately 9,903 feet of 16-inch (nominal) sewer force main, a regional master pump station, 11,245 feet of 20-inch (nominal) water main, 3,530 feet of 16" (nominal) water main, and 6,935 feet of 12-inch (nominal) water main and 1,850 feet of 8" (nominal) water main required to meet the utility transmission needs for the region. These water and sewer improvements, herein referred to as the "Contributed Sections" were constructed and dedicated under Whisper Creek Phase 1A and Phase 1B Improvements Projects, and are more particularly described in the modified Schedule of Values attached as Exhibit B. The location of the Contributed Sections is depicted on Exhibit A.

This Agreement states the terms and conditions upon which a refund of the transmission component of water and sewer unit connection fees paid by the CDD or others who connect to the Contributed Sections as allowed and contemplated under Ordinance 2013-13, shall be paid by the COUNTY to the CDD.

**It is expressly noted that as a condition precedent for any refund permitted under this Agreement, the CDD must first, at its expense, record this Agreement (upon proper execution by authorized representatives of both the COUNTY and the CDD) with the Clerk of Courts in the official records of St. Johns County, Florida. The failure of the CDD to have this Agreement recorded as noted above shall bar the**

**CDD from receiving any subsequent refunds on water and sewer unit connection fees until this Agreement has been properly recorded.**

2. **Limitation of Amount of Refund.** In accordance with the provisions of Section 25-E of the Ordinance 2013-13, any refund payable to the CDD as a result of future payment by the CDD of water and/or sewer unit connection fees, or as the result of payment of water and/or sewer unit connection fees by others who connect to the Contributed Sections, shall be limited to the value of the transmission component of such unit connection fees. In addition, the cumulative amount of all refund payments to the CDD pursuant to this Agreement shall in no event exceed \$4,311,421.01 (\$2,535,582.32 for Water and \$1,775,838.69 for Wastewater), which is the actual total cost of the upgrades for the Contributed Sections as verified by the final contractor's modified Schedule of Values in Exhibit B and herein referred to as the "Contributed Sections Cost".

3. **Payment of Refund in Connection with Future Connection Fee Payments.** Upon recordation of this Agreement with the Clerk of the Court, and upon payment by the CDD or others as set forth in Section 4 below of any water unit connection fees for the Whisper Creek Development or paid by others connecting to the Contributed Sections within twelve (12) years after the later of (i) the date of the recording of the easement and deed of dedication to the COUNTY or (ii) acceptance by the COUNTY of the bill of sale that grants the Contributed Sections to the COUNTY or (iii) the recordation of this Agreement with the Clerk of the Court, the CDD shall be entitled to a refund of the transmission component of any such water and/or sewer unit connection fees in an amount not to exceed the cost of the upgrades for the Contributed Sections Cost. The refund described in this Section 3 shall be paid to the CDD quarterly upon payment by the CDD or others of such water and sewer unit connection fees, whether in connection with a Capacity Commitment Agreement, or as connections are actually made, and shall be payable simultaneously with payment of such water and sewer unit connection fees. Water and sewer unit connection fees paid by the CDD after the twelve (12) year time period provided above shall not entitle the CDD to a refund under this Section 3, unless the time period in this Section 3 is extended by the COUNTY as allowed by Ordinance 2013-13 or revision thereof.

4. **Connection by Others.** In the event that other users or builders or developers connect to the Contributed Sections as depicted in Exhibit A within twelve (12) years after the later of (i) the date of recording of the easement and deed of the dedication or (ii) acceptance of the bill of sale that grants the Contributed Sections to the COUNTY or (iii) the recordation of this Agreement with the Clerk of the Court, the CDD shall be entitled to a refund equal to the value of the transmission component of any such water and/or sewer unit connection fees paid by others in an amount which, cumulatively with any other refund payments paid to the CDD under the terms of this Agreement, shall not exceed the Contributed Sections Cost.

5. **Entire Agreement.** No prior Agreements or representations shall be binding upon the parties, unless included in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties, unless in writing, and executed by the party or parties to be bound thereby.

6. **Governing Law.** This Agreement shall be governed by 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.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth above.

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name

ATTEST:

George Lareau

By: \_\_\_\_\_

Deputy Clerk

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as \_\_\_\_\_ of St. Johns County, Florida.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

NOTARY PUBLIC

State of Florida at Large

Commission # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Personally Known \_\_ or Produced I.D. \_  
[check one of the above]

Type of Identification Produced \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**Six Mile Creek Community Development  
District, a local unit of special purpose  
government organized and existing in  
accordance with Chapter 190, Florida  
Statutes**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as \_\_\_\_\_ of Six Mile Creek Community Development District ("CDD"), a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes, on behalf of the CDD.

(Print Name \_\_\_\_\_)

NOTARY PUBLIC

State of Florida at Large

Commission # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Personally Known \_\_ or Produced I.D. \_

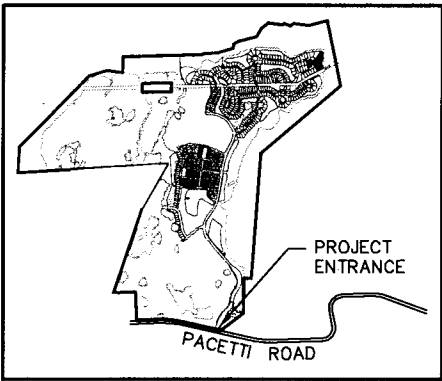
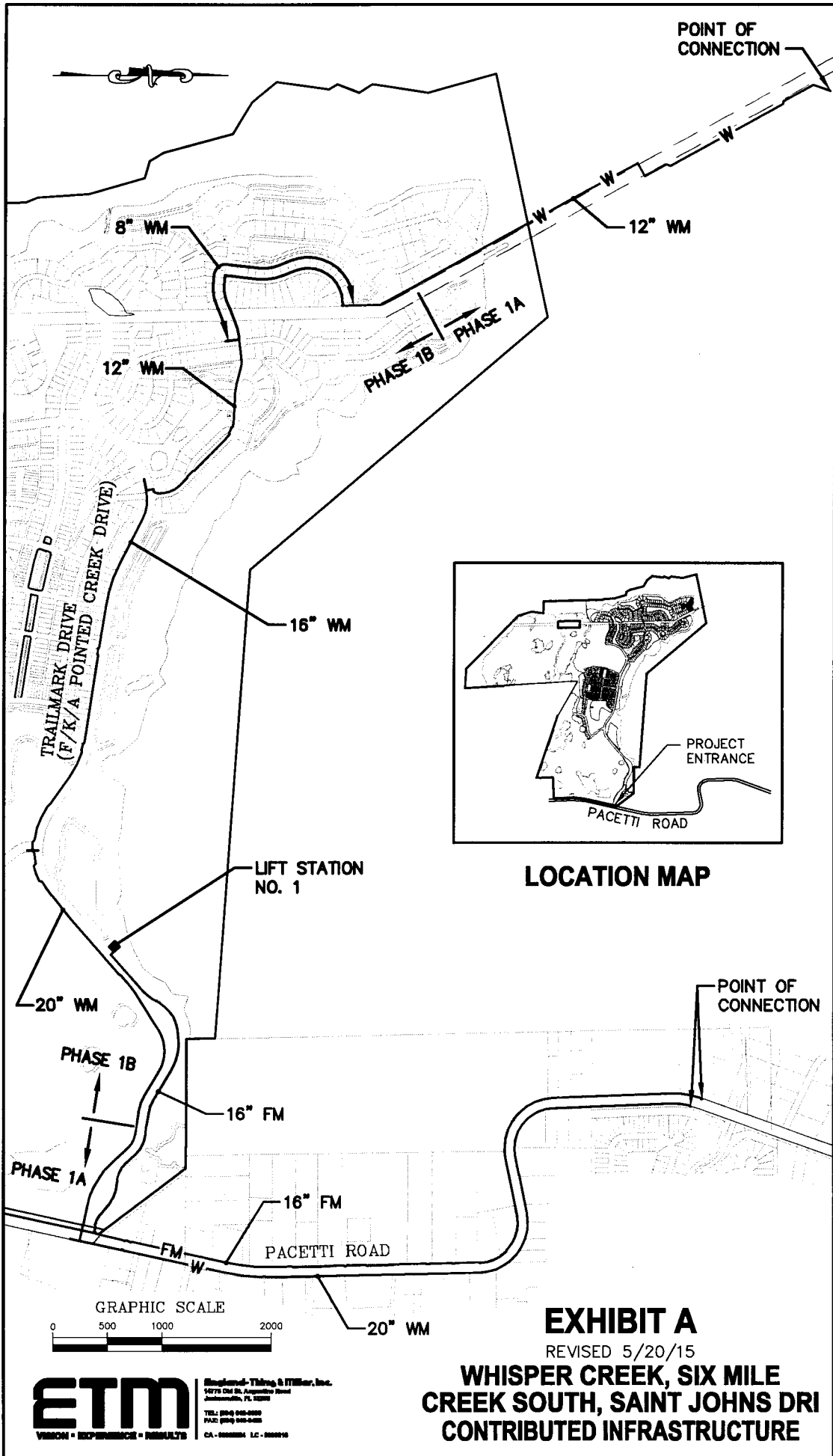
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Type of Identification Produced \_\_\_\_\_

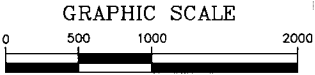
EXHIBIT A

[Map of Contributed Sections]





**LOCATION MAP**



**ETM** | Regional, Third, & Miller, Inc.  
 14775 Old St. Augustine Road  
 Jacksonville, FL 32218  
 TEL: (904) 949-4999  
 FAX: (904) 949-4444  
 CA - 000000 LC - 000010

**EXHIBIT A**  
 REVISED 5/20/15  
**WHISPER CREEK, SIX MILE  
 CREEK SOUTH, SAINT JOHNS DRI  
 CONTRIBUTED INFRASTRUCTURE**

**EXHIBIT B**

[Schedule of Values]

## Exhibit "B"

May 19, 2015

Project Name:	Whisper Creek Phase 1A Improvements
Contractor:	R.B. Baker Construction, Inc.
Developer:	Six Mile Creek Community Development District

ASSET TYPE	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
(1)	<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
	<b>Pacetti Utilities</b>				
	24" HDPE Dir Bore	LF	1155	\$ 275.17	\$ 317,825.16
	20" DR 25	LF	5990	\$ 102.46	\$ 613,735.40
	6" DR 25	LF	240	\$ 26.04	\$ 6,249.60
	General Conditions	LF	7385	\$ 5.65	\$ 41,739.50
(1)	<b>Entrance Road</b>				
	20" DR 25	LF	1025	\$ 99.49	\$ 101,977.25
	12" DR 25	LF	20	\$ 98.49	\$ 1,969.80
	General Conditions	LF	1045	\$ 8.83	\$ 9,231.49
(1)	<b>Six Mile Extension</b>				
	12" DR 25	LF	3415	\$ 48.30	\$ 164,944.50
	8" DR 25	LF	100	\$ 30.89	\$ 3,089.00
	16" HDPE Dir Bore	LF	850	\$ 185.63	\$ 157,785.50
	General Conditions	LF	4620	\$ 7.83	\$ 36,175.85
(1)	<b>Water Valves (Size and Type)</b>				
	<b>Pacetti Utilities</b>				
	20" MJ Gate Valve	EA	8	\$ 14,037.18	\$ 112,297.41
	6" MJ Gate Valve	EA	12	\$ 942.99	\$ 11,315.88
(1)	<b>Entrance Road</b>				
	20" MJ Gate Valves	EA	1	\$ 13,366.36	\$ 13,366.36
	12" MJ Gate Valves	EA	1	\$ 3,171.06	\$ 3,171.06
(1)	<b>Six Mile Extension</b>				
	12" MJ Gate Valves	EA	6	\$ 3,171.06	\$ 19,026.36
(1)	<b>Hydrants Assembly (Size and Type)</b>				
	<b>Pacetti Utilities</b>				
	5 1/4" Fire Hydrant	EA	12	\$ 4,117.13	\$ 49,405.56
	2" Flushing Hydrant	EA	2	\$ 655.90	\$ 1,311.80
(1)	<b>Entrance Road</b>				
	2" Flushing Hydrant	EA	1	\$ 655.90	\$ 655.90
(1)	<b>Six Mile Extension</b>				
	2" MJ Flushing Hydrants	EA	1	\$ 655.90	\$ 655.90
(1)	<b>Services (Size and Type)</b>				
	<b>Pacetti Utilities</b>				
	Sample Points	EA	10	\$ 480.39	\$ 4,803.90
(1)	<b>Entrance Road</b>				
	Sample Points	EA	1	\$ 480.39	\$ 480.39
(1)	<b>Six Mile Extension</b>				
	Sample Points	EA	6	\$ 480.39	\$ 2,882.34
<b>Total Water System Cost</b>					<b>\$ 1,674,095.90</b>

## Exhibit "B"

May 8, 2015

Project Name:	Whisper Creek Phase 1A Improvements
Contractor:	R.B. Baker Construction, Inc.
Developer:	Six Mile Creek Community Development District

ASSET TYPE	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
(1)	<b>Force Mains (Size, Type &amp; Pipe-Class)</b>				
	<b>Pacetti Utilities</b>				
	18" HDPE Dir Bore	LF	600	\$ 210.38	\$ 126,228.00
	16" DR 25	LF	6350	\$ 60.49	\$ 384,111.50
	8" DR 25	LF	250	\$ 53.14	\$ 13,285.00
	General Conditions	LF	7200	\$ 6.56	\$ 47,202.80
(1)	<b>Entrance Road</b>				
	16" DR 25	LF	1055	\$ 71.28	\$ 75,200.40
	General Conditions	LF	1055	\$ 8.98	\$ 9,475.17
(1)	<b>Sewer Valves (Size and Type)</b>				
	<b>Pacetti Utilities</b>				
	Air Release Valve	EA	4	\$ 3,724.06	\$ 14,896.24
	16" MJ Gate Valve	EA	6	\$ 5,859.07	\$ 35,154.42
	8" MJ Gat Valve	EA	1	\$ 1,281.77	\$ 1,281.77
(1)	<b>Entrance Road</b>				
	16" MJ Gate Valve	EA	1	\$ 5,859.07	\$ 5,859.07
(1)	<b>Gravity Mains (Size, Type &amp; Pipe Glass)</b>				
		LF		\$ -	\$ -
(1)	<b>Laterals (Size and Type)</b>				
		EA		\$ -	\$ -
(1)	<b>Manholes (Size and Type)</b>				
	4-6 foot deep	EA		\$ -	\$ -
	6-8 foot deep	EA		\$ -	\$ -
	8-10 foot deep	EA		\$ -	\$ -
	10-12 foot deep	EA		\$ -	\$ -
	> 12 foot deep	EA		\$ -	\$ -
(1)	<b>Lift Station</b>				
	Mechanical Equipment	Lump Sum		\$ -	\$ -
	Process Piping	Lump Sum		\$ -	\$ -
	Process Structure	Lump Sum		\$ -	\$ -
	Process Electrical Equipment	Lump Sum		\$ -	\$ -
	Other Improvements	Lump Sum		\$ -	\$ -
<b>Total Sewer System Cost</b>					<b>\$ 712,694.36</b>

**Exhibit "B"**

May 8, 2015

Project Name:

Whisper Creek Phase 1B Improvements

Contractor:

R.B. Baker Construction, Inc.

Developer:

Six Mile Creek Community Development District

ASSET TYPE	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>(1)</b>	<b>Water Mains (Size, Type &amp; Pipe Class)</b>				
2030	8" PVC Water	LF	1850	\$ 26.83	\$ 49,635.50
2050	12" PVC Water	LF	2670	\$ 49.02	\$ 130,883.40
2051	16" PVC Water	LF	3530	\$ 63.67	\$ 224,755.10
2052	20" PVC Water	LF	3075	\$ 99.34	\$ 305,470.50
2064	18" Casing	LF	35	\$ 66.24	\$ 2,318.40
2065	24" Casing	LF	200	\$ 87.28	\$ 17,456.00
2066	30" Casing	LF	220	\$ 110.17	\$ 24,237.40
2068	36" Casing	LF	85	\$ 149.65	\$ 12,720.25
<b>(1)</b>	<b>Water Valves (Size and Type)</b>				
2100	8" Gate Valve & Box	EA	4	\$ 1,322.19	\$ 5,288.76
2120	12" Gate Valve & Box	EA	6	\$ 2,715.84	\$ 16,295.04
2124	16" Gate Valve & Box	EA	6	\$ 5,087.34	\$ 30,524.04
2128	20" Gate Valve & Box	EA	3	\$ 12,491.11	\$ 37,473.33
<b>(1)</b>	<b>Hydrants Assembly (Size and Type)</b>				
					\$ -
<b>(1)</b>	<b>Services (Size and Type)</b>				
2170	20" Tie-in	EA	1	\$ 4,428.70	\$ 4,428.70
<b>Total Water System Cost</b>					<b>\$ 861,486.42</b>

**Exhibit "B"**

May 8, 2015

Project Name:	Whisper Creek Phase 1B Improvements
Contractor:	R.B. Baker Construction, Inc.
Developer:	Six Mile Creek Community Development District

ASSET TYPE	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>(1)</b>	<b>Force Mains (Size, Type &amp; Pipe-Class)</b>				
	16" Force Main	LF	1898	\$ 75.64	\$ 143,564.72
	16" Tie-In - FM	EA	1	\$ 2,660.00	\$ 2,660.00
<b>(1)</b>	<b>Sewer Valves (Size and Type)</b>				
	16" Gate Valve - FM	EA	0	\$ 5,004.00	\$ -
	Air Release Valve W/MH - FM	EA	1	\$ 4,192.61	\$ 4,192.61
<b>(1)</b>	<b>Gravity Mains (Size, Type &amp; Pipe Glass)</b>				
	Laterals (Size and Type)				
	Manholes (Size and Type)				
Sewer Pipeline and Appurtenances Subtotal					\$ 150,417.33
<b>(1)</b>	<b>Lift Station</b>				
	Lift Station 1	EA	1	\$ 912,727.00	\$ 912,727.00
Total Sewer System Cost					\$ 1,063,144.33