

RESOLUTION NO. 2016-99

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 RKS OF FLORIDA, LLC, 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 RKS OF FLORIDA, LLC on a quarterly basis;

WHEREAS, the water and sewer unit connection refund Agreement is valid for a nine (9) 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, RKS OF FLORIDA, LLC 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 RKS OF FLORIDA, LLC and authorizes the County Administrator to execute this water and sewer 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 5<sup>th</sup> day of April, 2016.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest:

*Pam Halterman*  
Deputy Clerk

By:

*[Signature]*  
Chair

RENDITION DATE 4/7/16



**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 \_\_\_\_\_, 2016, by and between RKS OF FLORIDA, LLC, a Florida limited liability company ("RKS"), 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.** RKS is the developer and has constructed improvements within the single-family residential development known as the Arbor Mill PUD, located within the parcel of land zoned PUD pursuant to Ordinance No. 2014-11 recorded in Official Records Book 3860, Page 1211 of the official records of St. Johns County, Florida, as amended by Ordinance No. 2015-27 recorded in Official Records Book 4057, Page 1841 of the official records of St. Johns County, Florida (collectively, the "Arbor Mill PUD"). The Arbor Mill PUD is located on County Road 16A, approximately one-third (1/3) mile northwest of the intersection of State Road 16 and County Road 16A in St. Johns County, Florida and is more particularly described on the attached and incorporated **Exhibit A**. RKS plans to develop the Property with up to 317 single-family residential units as described in the Arbor Mill PUD.

RKS has requested a refund pursuant to Section 25-E of the St. Johns County Utility Ordinance (Ordinance 2013-13) in consideration of RKS's installation of approximately 1,360 feet of 20-inch (nominal) horizontal directional drilled water main, 11,125 feet of 16-inch (nominal) water main, 210 feet of 10-inch (nominal) water main (the "Water Mains"), and 6,522 feet of 10-inch (nominal) sewer force main; 1,847 feet of 12-inch (nominal) sewer force main, together with associated 12-inch and 16-inch horizontal directional drilled (nominal) force main (the "Sewer Force Mains") required to meet the utility transmission needs for the region. The Water Mains and Sewer mains (collectively referred to herein as the "Contributed Sections") are located within the St. Johns County road rights of way and are adjacent to State Road 16, County Road 16A and Pacetti. The Contributed Sections were constructed and dedicated to the COUNTY in connection with the Arbor Mill PUD project and are more particularly described in the Schedule of Values attached as **Exhibit B**, which is incorporated herein. The location of the Contributed Sections is depicted on **Exhibit C**.

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

**It is expressly noted that as a condition precedent for any refund permitted under this Agreement, RKS must first, at its expense, record this Agreement (upon proper execution by authorized representatives of both the COUNTY and RKS) with the Clerk of Courts in the official records of St. Johns County, Florida. The failure of RKS to have this Agreement recorded as noted above shall bar RKS 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 Ordinance 2013-13, any refund payable to RKS as a result of future payment by RKS of water and sewer unit connection fees, or as the result of payment of water and 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 RKS pursuant to this Agreement shall in no event exceed \$1,412,053.82 (\$894,783.50 for Water and \$517,270.32 for Wastewater), which is the actual total cost of the Contributed Sections as verified by the final contractor's 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 RKS or others as set forth in Section 4 below of any water and/or sewer unit connection fees for the Arbor Mill PUD or paid by others connecting to the Contributed Sections within nine (9) years after the later of (i) the date of the recording of the easement and deed 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 Court, RKS shall be entitled to a refund of the transmission component of any such water and sewer unit connection fees in an amount not to exceed the Contributed Sections Cost. The refund described in this Section shall be paid to RKS quarterly upon payment by RKS 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 RKS after the nine (9) year time period provided above shall not entitle RKS 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, builders or developers connect to the Contributed Sections as depicted on Exhibit C within nine (9) years after the later of (i) the date of the recording of the easement and deed of dedication to the COUNTY or (ii) the date of 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 Court, RKS shall be entitled to a refund equal to the value of the water and sewer transmission component of any such water and sewer unit connection fees paid by others in an amount which, cumulatively with any other refund payments paid to RKS 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:

CHERYL STRICKLAND

Clerk of the Court

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

Deputy Clerk

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, 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:

**RKS OF FLORIDA, LLC, a  
Florida limited liability company**

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ of RKS OF FLORIDA, LLC, a Florida limited liability company, on behalf of the company.

\_\_\_\_\_  
(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 \_\_\_\_\_

**EXHIBIT "A"**

**[LEGAL DESCRIPTION]**





**TOGETHER WITH:**

A portion of Section 18, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 18, the same being the Southwest corner of those certain lands recorded in Official Records Book 957, Page 391 of the Public Records of said County; thence North  $89^{\circ}30'37''$  East along the Southern line of said Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and along the Southern line of said last mentioned lands, 1378.15 feet to the Southeast corner of said last mentioned lands; thence North  $02^{\circ}12'40''$  West, along the Easterly line of said lands in Official Records Book 957, Page 391, a distance of 401.73 feet for a POINT OF BEGINNING; thence the following three (3) courses continuing along the Easterly line of said lands in Official Records Book 957, Page 391; Course No. 1: North  $02^{\circ}12'40''$  West, 81.69 feet; Course No. 2: North  $87^{\circ}25'49''$  East, 158.10 feet; Course No. 3: North  $33^{\circ}53'15''$  East, 422.99 feet to the Northeastly corner of said last mentioned lands and a point sitsuate on the Southwestly right of way line of County Road No. 16-A, also known as Mill Creek Road, (formerly State Road No. 16A), a 66 foot right of way; thence South  $49^{\circ}12'14''$  East, along said Southwestly right of way line, 389.07 feet; thence South  $34^{\circ}38'56''$  West, 182.92 feet; thence South  $28^{\circ}23'15''$  West, 192.08 feet; thence South  $09^{\circ}57'02''$  West, 96.04 feet; thence North  $64^{\circ}14'12''$  West, a distance of 525.50 feet to the POINT OF BEGINNING.

Containing 5.00 acres, more or less.

**EXHIBIT "B"**

**[SCHEDULE OF VALUES]**



**St. Johns County Utility Department**  
**Asset Management**  
 Exhibit B - Schedule of Values for Arbor Mill St. Johns County

Project Name:	<u>Arbor Mill St. Johns County</u>
Contractor:	<u>A.J. Johns, Inc.</u>
Developer:	<u>RKS of Florida, LLC.</u>

	UNIT	QUANTITY	UNIT COST	TOTAL COST
20" HDPE DR 11 Offsite HDD	LF	1360	\$ 209.15	\$ 284,444.00
16" DR 25 PVC Pipe Offsite	LF	11125	\$ 39.64	\$ 440,995.00
10" HDPE DR 11 Offsite HDD	LF	210	\$ 97.05	\$ 20,380.50
	LF		\$ -	\$ -
	LF		\$ -	\$ -
16" Gate Valve	Ea	14	\$ 4,689.00	\$ 65,646.00
8" Gate Valve	Ea	2	\$ 1,159.00	\$ 2,318.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Fire Hydrants	Ea	18	\$ 4,500.00	\$ 81,000.00
			\$ -	\$ -
			\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
			\$ -	\$ -
<b>Total Water System Cost</b>				<b>\$ 894,783.50</b>



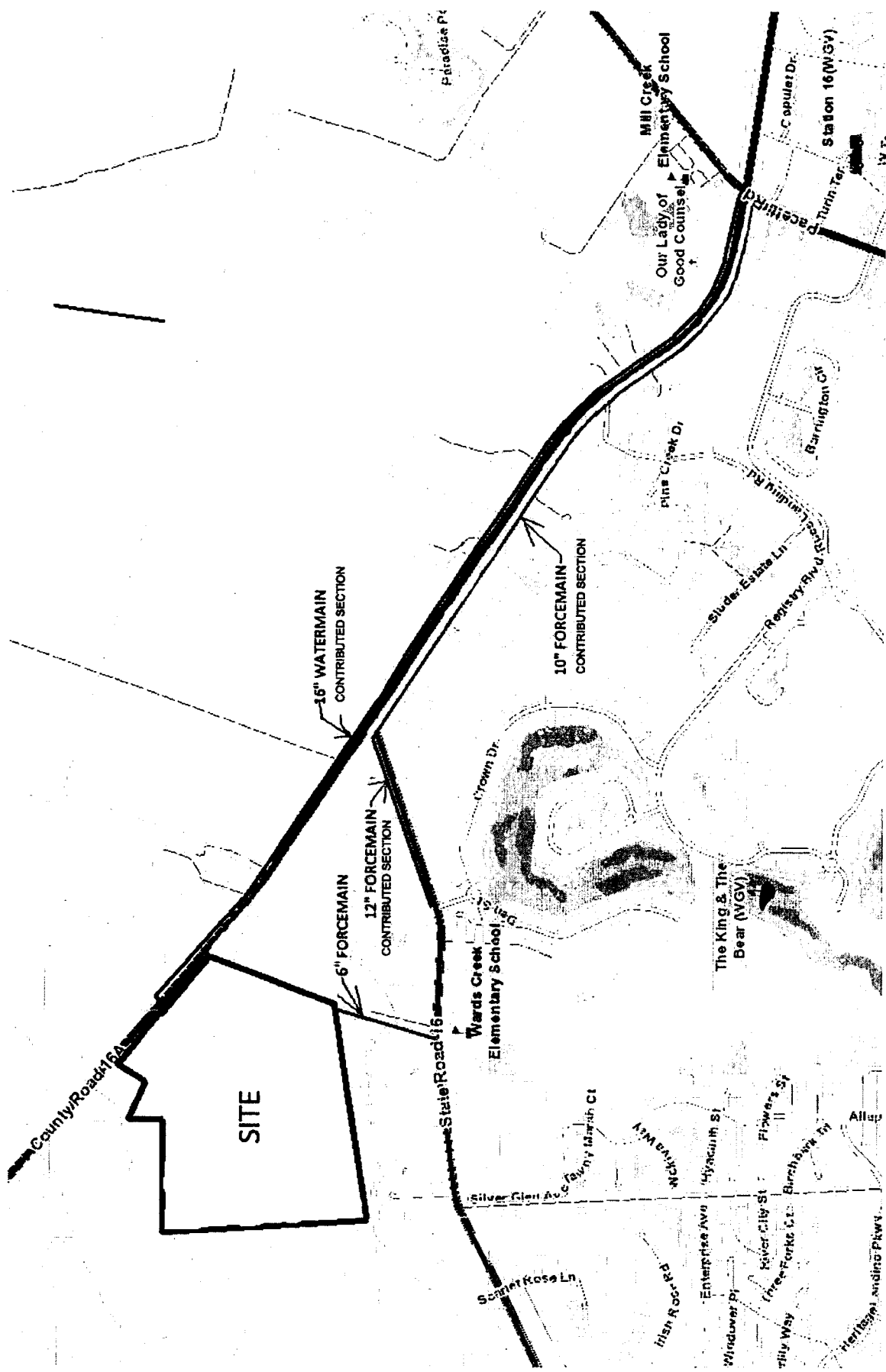
**St. Johns County Utility Department**  
**Asset Management**  
 Exhibit B - Schedule of Values for Arbor Mill St. Johns County

Project Name: Arbor Mill St. Johns County  
 Contractor: A.J. Johns, Inc.  
 Developer: RKS of Florida, LLC.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
16" DR 11 HDPE Offsite HDD	LF	480	\$ 174.55	\$ 83,784.00
12" DR 11 HDPE Offsite HDD	LF	1500	\$ 130.50	\$ 195,750.00
12" DR 25 Offsite Force Main	LF	1847	\$ 26.40	\$ 48,760.80
10" DR 25 Offsite Force Main	LF	6522	\$ 25.74	\$ 167,876.28
10" Tapping Valve	Ea	1	\$ 2,895.24	\$ 2,895.24
12" Gate Valve	Ea	3	\$ 2,015.00	\$ 6,045.00
10" Gate Valve	Ea	7	\$ 1,737.00	\$ 12,159.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
4-6 foot deep	EA		\$ -	\$ -
6-8 foot deep	EA		\$ -	\$ -
8-10 foot deep	EA		\$ -	\$ -
10-12 foot deep	EA		\$ -	\$ -
> 12 foot deep	EA		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
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>\$ 517,270.32</b>

**EXHIBIT "C"**

**[CONTRIBUTED SECTIONS LOCATION MAP]**



**PROPOSED UTILITY ROUTE FOR ARBOR MILL - ST. JOHNS COUNTY**

EXHIBIT C - CONTRIBUTED SECTION MAP