

RESOLUTION 2017 - 166

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A CONSTRUCTION AGREEMENT BETWEEN THE COUNTY AND D.R. HORTON, INC. – JACKSONVILLE; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE CONSTRUCTION AGREEMENT ON BEHALF OF THE COUNTY; AMENDING THE FISCAL YEAR 2017 IMPACT FEE BUDGET TO RECEIVE UNANTICIPATED REVENUE; AND AUTHORIZING EXPENDITURE OF THE UNANTICIPATED REVENUE BY THE ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT.

WHEREAS, D.R. Horton, Inc. – Jacksonville (“Developer”) is the developer of certain lands within the Northridge Lakes Planned Unit Development, created pursuant to St. Johns County Ordinances 2002-60, 2006-37, 2013-7, and 2016-63, and now known as Woodlawn PUD or San Salito; and

WHEREAS, St. Johns County Ordinance 2016-63 requires the Developer to construct right and left turn lanes from Woodlawn Road at both entrances to the San Salito development; and

WHEREAS, St. Johns County (“the County”) proposes to realign Woodlawn Road adjacent to the San Salito development and has undertaken the first phase of construction near the western entrance to the development; and

WHEREAS, the proposed turn lane, sidewalk, and drainage infrastructure at the eastern entrance of the San Salito development from Woodlawn Road at Palace Drive (the Turn Lane Improvements) will impact the County’s realignment of Woodlawn Road; and

WHEREAS, the County and the Developer desire for the County to construct the Turn Lane Improvements in exchange for payment from the Developer for the construction costs of the Turn Lane Improvements along the frontage of the eastern entrance of the San Salito development from Woodlawn Road to Palace Drive; and

WHEREAS, the County operating budget is annually prepared prior to knowing the actual amount of grant funds which may be received by the Impact Fee Fund; and

WHEREAS, the County, when preparing the budget for Fiscal Year 2017, did not anticipate receiving developer contribution funds for the Woodlawn Road Project; and

WHEREAS, the Developer has agreed to pay the County \$230,000 for intersection improvements that will benefit their development along Woodlawn Road; and

WHEREAS, the County has also received \$176,397 from Developer pursuant to the Concurrency and Impact Fee Credit Agreement between the County and D.R. Horton regarding the Sebastian Cove PUD, dated January 15, 2015, to improve portions of Woodlawn Road; and

WHEREAS, the County has a proposed project that will complete the renovation of Woodlawn Road in the five-year Capital Improvement Plan.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

Section 1. The above recitals are hereby adopted as findings of fact and incorporated herein.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the attached Construction Agreement between the St. Johns County and D.R. Horton, Inc. – Jacksonville, and authorizes the County Administrator, or designee, to execute the Construction Agreement on behalf of the County, in substantially the same form and format as attached.

Section 3. The Board of County Commissioners recognizes and appropriates a tentative amount up to for \$406,397 in developer contributions for the Woodlawn Road Project within the Fiscal Year 2017 Impact Fee Roads Zone B budget.

Section 4. To the extent there are typographical errors that do not substantively change the tone, tenor, or concept of this resolution, this resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 16th day of May, 2017.

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

By: _____

James K. Johns, Chair

ATTEST:

By: _____

Hunter S. Conrad, Deputy Clerk

Hunter S. Conrad, Clerk

RENDITION DATE _____



CONSTRUCTION AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into this ____ day of _____, 2017, between the St. Johns County, a political subdivision of the state of Florida (County), and D.R. Horton, Inc. – Jacksonville, a Delaware corporation (Developer).

RECITALS

WHEREAS, the Developer is the developer of certain lands within the Northridge Lakes Planned Unit Development, created pursuant to St. Johns County Ordinances 2002-60, 2006-37, 2013-7, and 2016-63, and now known as Woodlawn PUD or San Salito; and

WHEREAS, St. Johns County Ordinance 2016-63 requires the Developer to construct right and left turn lanes from Woodlawn Road at both entrances to the San Salito development; and

WHEREAS, the County proposes to realign Woodlawn Road adjacent to the San Salito development and has undertaken the first phase of construction near the western entrance to the development; and

WHEREAS, the proposed turn lane, sidewalk, and drainage infrastructure at the eastern entrance of the San Salito development from Woodlawn Road at Palace Drive (the Turn Lane Improvements) will impact the County's realignment of Woodlawn Road; and

WHEREAS, the County and the Developer desire for the County to construct the Turn Lane Improvements in exchange for payment from the Developer for the construction costs of the Turn Lane Improvements along the frontage of the eastern entrance of the San Salito development from Woodlawn Road to Palace Drive.

NOW, THEREFORE, in consideration of the terms provided below, the sufficiency of which is mutually acknowledged, the County and Developer agree:

1. Recitals. The above recitals are true and correct and by this reference are incorporated into this Agreement as findings of fact.

2. Developer Obligations.

A. No later than thirty (30) days after the effective date of this Agreement, the Developer shall pay the County the sum of Two Hundred and Thirty Thousand Dollars and NO/100 (\$230,000.00) for the construction of the Turn Lane Improvement. A schedule of estimated costs is attached as Exhibit A and incorporated into this Agreement.

B. If the Developer's construction timeframe precedes the County's construction of the Turn Lane Improvement, the Developer may construct a temporary connection to Woodlawn Road at its own expense.

3. County Obligations. Following receipt of the payment from the Developer, the County shall construct the Turn Lane Improvement in accordance with the County's Land Development Regulations.

4. Alterations, Modifications, and Removal. Any future alteration, modification, or removal to the Turn Lane Improvements by the Developer shall require prior written approval by the County and shall be subject to any and all applicable federal, state, and local laws and regulations.

5. Eminent Domain and Damages. The County's exercise of any right provided in this Agreement shall not create any right, title, interest, or estate entitling Developer to full and just compensation from the County either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. Developer waives and relinquishes all claims for compensation or damages resulting in any manner from the County's exercise of any right provided in this Agreement.

6. Indemnification. Developer shall indemnify, defend, and hold the County harmless, its officers, employees, and agents, against all claims and reasonable costs associated with this Agreement. This duty specifically does not encompass indemnifying the County for its negligence, intentional or wrongful acts, omissions, or breach of this Agreement, or for any construction or other liens associated with the County's work performed under this Agreement.

7. Notice. All notices to the County shall be delivered either by hand (receipt of delivery required), or by certified mail to:

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

Copy to: County Attorney
500 San Sebastian View
St. Augustine, FL 32084

All notices to Developer shall be delivered either by hand (receipt of delivery required), or by certified mail to:

D.R. Horton, Inc. – Jacksonville
Attn: Anthony Sharp
4220 Race Track Road
St. Johns, FL 32259

8. Governing Law and Venue. This Agreement shall be governed in accordance with the laws of the state of Florida. Venue for any action related to this Agreement shall lie exclusively in St. Johns County, Florida.

9. Assignment. Developer shall not assign, pledge or transfer any if the rights, duties and obligations provided in this Agreement without prior written consent of the County, which consent shall not be unreasonably withheld.

10. Third Party Beneficiaries. This Agreement does not confer or infer third party beneficiary status or interest to any other person or entity.

11. Relationship of the Parties. This Agreement shall not be construed to create any agency relationship, partnership, association, or joint venture between the County and the Developer.

12. Non-Waiver. The failure of either party to insist upon the strict performance or compliance with any provision of this Agreement shall not constitute a waiver or relinquishment of such provision, and all such provisions shall remain in effect unless waived or relinquished in writing.

13. Severability. If any part of this Agreement, or the application thereof, is declared void, unconstitutional, invalid, or otherwise unenforceable for any reason, such part shall be severable, and the remaining portions of the Agreement shall remain in effect.

14. Entire Agreement. This Agreement, together with all exhibits and documents incorporated herein, contains the entire agreement of the parties. No representations or promises have been made except those that are specifically provided herein. Any prior or contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, or warranties with respect to the subject matter of this Agreement are waived and superseded.

15. Authority to Execute. Each party covenants that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

16. Attorneys' Fees. In the event of any legal proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and expenses and court costs from the non-prevailing party.

IN WITNESS WHEREOF, the County and the Developer have caused these presents to be executed on the day and year first written above.

ST. JOHNS COUNTY, a political
subdivision of the State of Florida

D.R. HORTON, INC. –
JACKSONVILLE

By: _____
Michael D. Wanchick
County Administrator

By: _____
Print Name: _____
Its: _____

Northridge Unit 5 entrance off Woodlawn Rd Cost Analysis

Contractors Offsite Line Item Bid:

Tag 3: 004 (Offsite Roadways)

11 00700	Maintenance of Traffic - Offsite	1.00 Lump Sum	\$10,096.00	\$10,096.00
18 01108	Site Cut - Offsite	1,570.00 Cubic Yard	\$4.20	\$6,594.00
27 01300	Subsoil Stabilization - Offsite	3,284.00 Square Yard	\$9.37	\$30,771.08
30 01403	8" Limerock - Offsite	3,284.00 Square Yard	\$15.06	\$49,457.04
31 01502	3/4" Asphalt Pavement - Offsite	6,450.00 Square Yard	\$5.77	\$37,216.50

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Northridge Lakes Unit 5 Schedule of Values Vallencourt Construction Company, Inc.

RowNumber	AccountCode	Description	PayQuantity	Unit of Measure	Unit Price	Total Price
33	01504	1 1/4" Asphalt Pavement - Offsite	3,203.00	Square Yard	\$7.52	\$24,086.56
36	01517	Prime Limerock - Offsite	3,203.00	Square Yard	\$0.55	\$1,761.65
37	01518	Tack Coat - Offsite	6,450.00	Square Yard	\$0.55	\$3,547.50
38	01700	Striping & Signs - Offsite	1.00	Lump Sum	\$19,746.70	\$19,746.70
155	00816	Mill Asphalt 3/4" - Offsite	3,245.00	Square Yard	\$2.20	\$7,139.00
10						\$190,416.03

Cost estimate updated with current construction plan additional components

Description	Quantity	Unit Price	Total Price
Sidewalks	560 (sy)	\$3.22	\$1803.20
ADA Ramps	3 (ea)	\$164.89	\$494.67
ADA Mat	30 (sf)	\$28.58	\$857.40
18" RCP	440 (ea)	\$51.24	\$22,545.60
18" MES	1 (ea)	\$690.28	\$690.28
C-Inlet	2 (ea)	\$1,991.50	\$3,983.00
TOTAL			\$30,374.15

Total Offsite Improvement Cost = Contractors Offsite Bid Line Item + Offsite work in other line items

$$\begin{aligned}
 &= \$190,416.03 + \$30,374.15 = \$220,790.18 \\
 &= \$220,790.18 + \text{Administration} = \$230,000
 \end{aligned}$$