

RESOLUTION NO. 2018 - 264

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT FOR CONSTRUCTION AND MAINTENANCE BY THE DISTRICT OF LANDSCAPING IMPROVEMENTS IN COUNTY ROAD 210, A COUNTY ROAD RIGHT-OF-WAY; AUTHORIZING THE CHAIR, COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE INTERLOCAL AGREEMENT ON BEHALF OF THE COUNTY; INSTRUCTING THE CLERK OF THE CIRCUIT COURT TO FILE THE INTERLOCAL AGREEMENT IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY.

WHEREAS, the Twin Creeks North Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District"), and St. Johns County, Florida, a political subdivision of the State of Florida ("County") desire to enter into a Interlocal Agreement, in a form substantially similar to that attached and incorporated as Exhibit "1" to this resolution, for the construction and maintenance by the District for landscaping improvements on County Road 210, a County road right-of-way; and

WHEREAS, the District is an independent special district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*, and is authorized to construct, acquire, and maintain infrastructure improvements and services as set forth in Section 190.012(1), *Florida Statutes*; and

WHEREAS, the County and the District desire to establish and set forth in an interlocal agreement, the District's maintenance responsibilities regarding the improvements within the County right-of-way; and

WHEREAS, the County and the District find the Interlocal Agreement to be necessary, proper, and convenient to the exercise of their powers, duties, and purposes authorized by law; and

WHEREAS, the County and the District desire to exercise jointly their common powers and authority concerning maintenance of the rights-of-way; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers and liabilities of each of the governmental bodies; and

WHEREAS, Section 163.01, *Florida Statutes*, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, all Parties agree to the terms of the attached Agreement;

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

1. The above recitals are hereby adopted as findings of fact.
2. The Board of County Commissioners of St. Johns County Florida hereby approves the terms, provisions and conditions of the Interlocal Agreement between St. Johns County and the Twin Creeks North Community Development District, and authorizes the Chair, County Administrator, or designee, to execute the Interlocal Agreement, in a form substantially similar to that attached and incorporated as Exhibit "1", on behalf of the County for the purposes mentioned above.
3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.
4. The Clerk of Courts of St. Johns County is instructed to file the Interlocal Agreement in the public records of St. Johns County
5. This Resolution shall take effect immediately upon its being signed.

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 21st day of August 2018.

ATTEST: Hunter S. Conrad, Clerk

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Pam Halterman
Deputy Clerk

By: Henry Dean
Henry Dean, Chair

Rendition Date: 8/24/18

Effective Date: 8/24/18

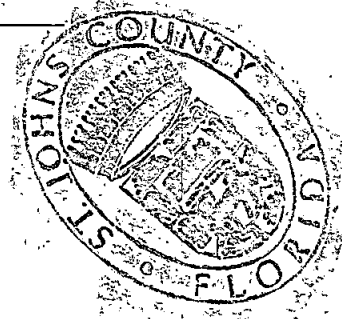


Exhibit "i"

**INTERLOCAL AGREEMENT BETWEEN TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT AND ST. JOHNS COUNTY**

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2018, by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida ("County"), and TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government ("District") and together with the County, the ("Parties").

WITNESSETH:

WHEREAS, it is the purpose and intent of this Agreement to permit and authorize the County and the District to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and to achieve the results provided for in this Agreement pursuant to section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 ("Cooperation Act"); and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the County and the District may exercise their respective powers, privileges, and authority which they may have separately, but which pursuant to this Agreement and the Cooperation Act they may exercise collectively; and

WHEREAS, the District was created pursuant to Chapter 190, Florida Statutes ("Act"), for the purpose of delivering certain community development services and facilities within and outside the boundaries of the District; and

WHEREAS, all of the lands contained within the boundaries of the District are located entirely within the boundaries of the County; and

WHEREAS, the portion of the County right-of-way known as County Road 210 as depicted on **Exhibit A** attached hereto (the "County Property") is located adjacent to the southerly property boundaries of the District; and

WHEREAS, subject to Right-of-Way Permit approval by the County, the County has agreed to allow the installation within the County Property of landscaping improvements, including, but not limited to sod, grasses, bushes, shrubs, trees and mulch, and irrigation facilities and landscaping lighting or uplighting with associated electrical facilities, in the areas depicted on **Exhibit A** (the "Permitted Landscaping Improvements"); and

WHEREAS, prior to installation, any proposed Permitted Landscaping Improvements will be administratively reviewed by County Staff to ensure compliance with the public health, safety, and welfare of the travelling public; and

WHEREAS, pursuant to its authority under the Act, the District desires to maintain the District Landscaping Improvements and, when necessary, make any necessary removal or replacements of the District Landscaping Improvements (the "District's Landscaping Improvements Maintenance").

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration as provided for herein, the Parties hereto now desire to enter into this Agreement and submit to the following terms:

Section 1. Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement, and said recitals are adopted as findings of fact.

Section 2. District's Landscaping Improvements Maintenance. The following defines the Parties' respective responsibilities as they relate to the District's Landscaping Improvements Maintenance:

- a. The District shall submit a right-of-way permit, with landscape plans signed and sealed by a Professional Engineer or Landscape Architect registered in the State of Florida, for each Permitted Landscaping Improvement proposed to be installed within the areas depicted on **Exhibit A**, to St. Johns County engineering for review and compliance with all County permitting requirements applicable to any right-of-way improvements prior to construction and installation of each Permitted Landscaping Improvement (all Permitted Landscaping Improvements approved by any and all such right-of-way permits is referred to herein as the Approved Permitted Landscaping Improvements; any such Approved Permitted Landscaping Improvements installed by the District or Twin Creeks Development Associates, LLC are collectively referred to herein as the "District Landscaping Improvements").
- b. No Permitted Landscaping Improvements (i) consisting of canopy trees (as defined in the St. Johns County Approved Tree List) can be installed within six feet (6') of back of curb; (ii) consisting of non-canopy trees (as defined in the St. Johns County Approved Tree List) can be installed within four (4') feet of back of curb; or (iii) consisting of landscaping other than sod can be installed within six feet (6') from the edge of pavement where no curb or gutter exists within the County Property.
- c. No Permitted Landscaping Improvement shall be installed so as to obstruct the field of vision of motorists or pedestrians along the County Property, whether paved or unpaved. In all cases, sight distance shall meet the requirements set forth in the Manual of Uniform Minimum Standards for

Design, Construction and Maintenance for Streets and Highways, latest edition at the time of the applicable right-of-way permit is submitted pursuant to Section 2.a. above.

- d. No Permitted Landscaping Improvements, including without limitation, fencing, walls, landscaping, irrigation, or any other improvements allowed under this Agreement shall in anyway impede or alter drainage, affect roadways in anyway, alter sight lines, or create any hazard or danger to public health, safety, or welfare.
- e. The District shall maintain or cause to be maintained the District Landscaping Improvements in the County Property subject to the terms and conditions contained herein. The cost of maintenance, repair and/or replacement of such District Landscaping Improvements shall be paid by the District. If the County determines that any of the District Landscaping Improvements need to be maintained, replaced or removed, the County shall provide written notice to the District. The District shall have thirty (30) days from its receipt of such notice to make such requested maintenance, replacement or removal of the specified District Landscaping Improvements, provided, however, that if the noncompliance is due to an event of Force Majeure, the District shall have such additional amount of time as is reasonably necessary to complete the repair, replacement or removal. Should the District fail to timely complete the maintenance, replacement or removal, the County shall have the right, but not the obligation, to make the requested maintenance, replacement or removal and invoice the District for reimbursement of the reasonable costs of the repair, replacement or removal. The District may perform the District's Landscaping Improvements Maintenance responsibilities with its own staff, or may enter into maintenance contracts with independent contractor(s), including homeowners' association(s), to perform such maintenance on behalf of the District.
- f. As used in this Agreement, the term "Force Majeure" shall mean acts of God; strikes, lock-outs, or other industrial disturbance; acts of public enemies; war; blockades; riots; acts of armed forces, militia, or public authority; epidemics; breakdown of or damage to machinery, pumps, or pipelines; landslides, earthquakes, fires, hurricanes, storms, tornadoes or floods; governmental restraints of any nature, whether federal, state, county, municipal or otherwise; explosions; failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals, whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations, whether federal, state, county, municipal or otherwise; or by any other causes not within the reasonable control of the District, and which, even through the exercise of due diligence, the District is unable to overcome.

- g. It is expressly stipulated that this Agreement is a license for permissive use only and that the placement of the District Landscaping Improvements shall not operate to create or vest any property rights to said District. Moreover, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all or any portion of the County Property, as solely determined by the County, in its reasonable discretion, any or all of said District Landscaping Improvements shall be promptly removed from said County Property at the expense of the District and relocated or reset upon agreement between the District and the County. If the District and the County are unable to agree upon the relocation of said District Landscaping Improvements, then the District shall be relieved of any further obligation after removal of said District Landscaping Improvements.
- h. Should the District decide to replace any of the District Landscaping Improvements, the District shall provide the County written notice of such intent to replace fourteen (14) days in advance of the start of the work, except for replacement of sod, grasses, bushes, flowers, shrubs and mulch as part of the regular landscape maintenance by the District. Replacement shall be to restore the District Landscaping Improvements to the original condition using the original approved designs and specifications in the applicable approved right-of-way permit. If the District desires modification of any of the District Landscaping Improvements, the District shall submit a new right-of-way permit for the County's review and approval, if such right-of-way permit is required by County ordinances.
- i. The District shall have the right to elect which components of the Approved Permitted Landscaping Improvements, if any, it will install within any portion or all of the County Property and in no event shall the District be obligated to install all or any of the Approved Permitted Landscaping Improvements or any other Permitted Landscaping Improvements within any portion or all of the County Property. The District shall not be required to maintain any Permitted Landscaping Improvements or any other landscaping improvements installed within the County Property by any party other than the District or Twin Creeks Development Associates, LLC.

Section 3. Governing Law and 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. Amendments to Agreement. The District and the County, acknowledge that this Agreement constitutes the complete agreement and understanding of both Parties. Both Parties acknowledge that any amendments to this Agreement shall be in writing, and approved by the appropriate legislative body of each entity.

Section 5. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement

shall be subject to the applicable provisions of the Florida Public Records Law (Florida Statutes, Chapter 119), and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

Section 6. Limitation on Governmental Liability. Nothing in this Agreement shall be deemed a waiver of immunity limits of liability of the County or of the District beyond any statutory limited waiver of immunity or limits of liability contained in Florida Statute Section 768.28, as amended, or other statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

No covenant, stipulation, obligation or agreement contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the County or the District in its, his or their individual capacity, and neither the members of the governing body of the County or the District nor any official executing this Agreement shall be liable personally or shall be subject to any accountability for reason of the execution by the County or the District of this Agreement or any related act.

Section 7. Term. This Agreement shall remain in effect until such time as the District has (i) removed all of the District Landscaping Improvements within the County Property and (ii) notified the County that it does not intend to install any replacement District Landscaping Improvements or any other Permitted Landscaping Improvements.

Section 8. Enforcement. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

Section 9. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

Section 10. Notices. All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

If to the County: St. Johns County Engineering Division
2740 Industry Center Road
St. Augustine, Florida 32084
Attn: County Engineer

With a Copy to: St. Johns County Office of County Attorney
500 San Sebastian View
St. Augustine, Florida 32084
Attn: Patrick McCormack, Esq., County Attorney

If to the District:

Twin Creeks North
Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a Copy to:

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, 6th Floor
Fort Lauderdale, Florida 33301
Attn: Dennis Lyles, Esq.

Section 11. Filing. After approval of this Agreement by the respective governing bodies of the County and the District, and its execution by the duly qualified and authorized officers of each of the Parties, the District shall cause this Agreement to be filed with the Clerk of the Circuit Court of St. Johns County, Florida, in accordance with the requirements of section 163.01(11), Florida Statutes.

Section 12. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Agreement shall continue in full force and effect provided that the rights and obligations of the Parties are not materially prejudiced and the intentions of the Parties can continue to be effected.

Section 13. Construction. This Agreement is the result of the negotiations among and between the County and the District such that all parties have contributed materially and substantially to its preparation, and shall not be construed more strictly against one party than the other.

Section 14. Entire Agreement. This instrument, and all the attached exhibits, constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the County and the District have each caused this Agreement to be executed and delivered as of the date indicated above.

ATTEST: _____, Clerk

Board of County Commissioners,
St. Johns County, Florida

Deputy Clerk

By: _____,
_____, Chair

Date: _____, 2018

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, who is personally known to me, and who as the _____ of St. Johns County, is authorized to act on its behalf.

Notary Public
My Commission expires: _____

ATTEST:

Twin Creeks North Community
Development District

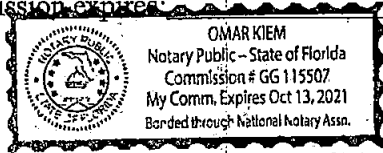
[Signature]
Print Name: Bryan K. Kinsey
Title: Assistant Secretary

By: [Signature]
Print: John T. Kinsey
Title: Chairman
Date: July 24, 2018

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 24th day of July, 2018, by John T. Kinsey, who is personally known to me, and who as the Chairman of the Board of Supervisors of the Twin Creeks North Community Development District, is authorized to act on its behalf.

[Signature]
Notary Public
My Commission expires: _____



STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 24th day of July, 2018, by Bryan Kinsey, who is personally known to me, and who as the Assist Secretary of the Board of Supervisors of the Twin Creeks Community North Community Development District, is authorized to act on its behalf.

[Signature]
Notary Public
My Commission expires: _____

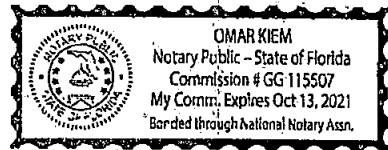
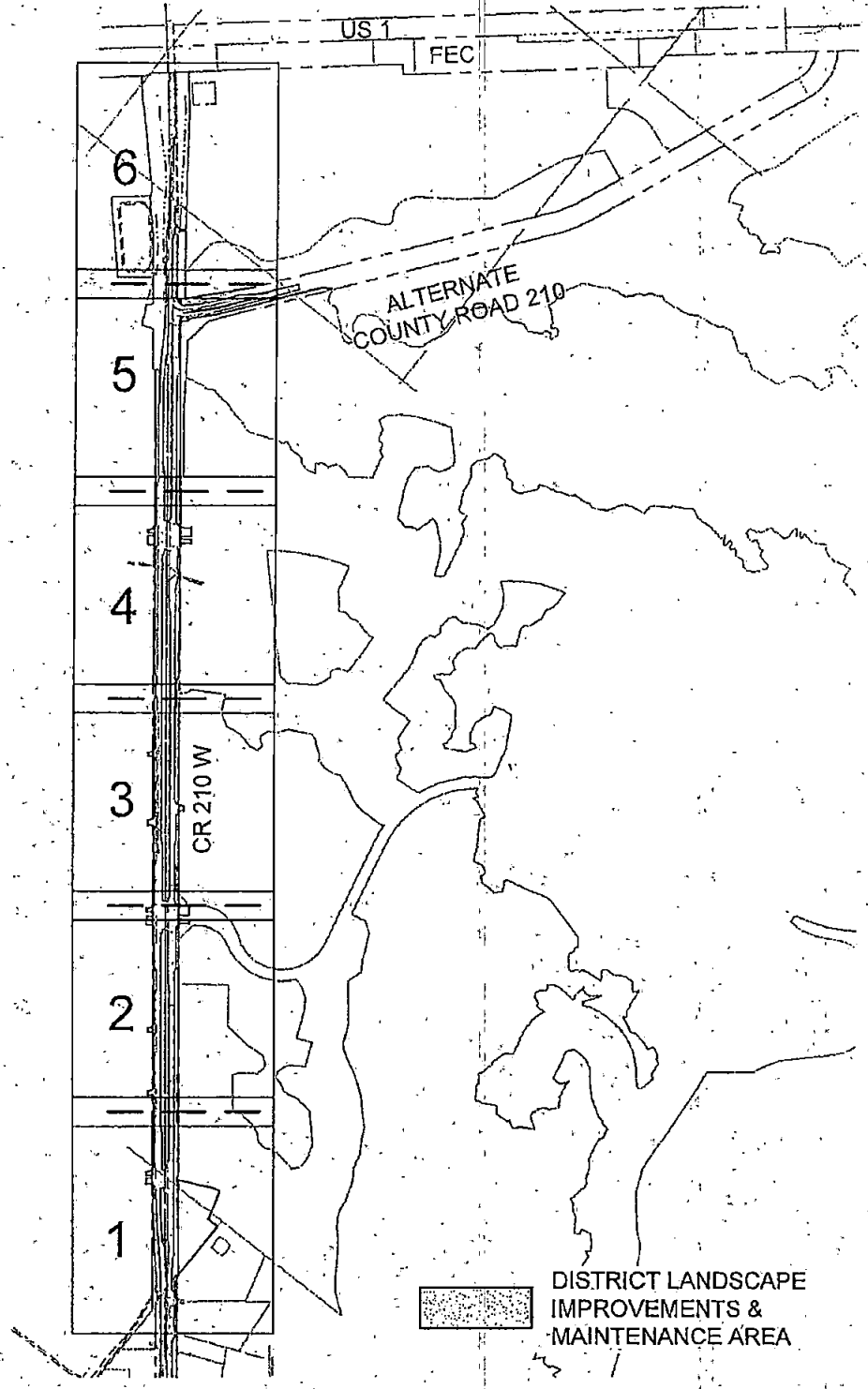


EXHIBIT A

**Depiction of County Property and Locations of Permitted Landscaping
Improvements**



P:\11111013-05 TWIN CREEKS CR 210\CADD\Exhibits\2018-02-16 LANDSCAPE IMPROV\LANDSCAPE IMPROVEMENTS.dwg [KEY SHEET] 2/19/2018 9:55:31 AM Kathy Weber

COUNTY ROAD 210 WEST

EXHIBIT A - LANDSCAPE IMPROVEMENTS

SCALE NOT TO SCALE
 DRAWING KEY SHEET
 DATE 02/19/2018
 PROJECT NO. 113013.05



13901 Sutton Park Drive South, Suite 200
 Jacksonville, Florida 32224-0229
 Office 904.739.3655
 Fax 904.730.3413

www.prosserinc.com
 Florida Certificate of Authorization Number:
 00004050

P:111111013-05 TWIN CREEKS CR 210(CADD)EXHIBIT(A)2018-02-16 LANDSCAPE IMPROVEMENTS.dwg [SHEET 1] 2/19/2018 9:55:32 AM Kathy Weber



MATCHLINE - SEE SHEET 2

BEACHWALK BOULEVARD

COUNTY ROAD 210 WEST

DRI BOUNDARY



DISTRICT LANDSCAPE IMPROVEMENTS & MAINTENANCE AREA

COUNTY ROAD 210 WEST

EXHIBIT A - LANDSCAPE IMPROVEMENTS

SCALE 1" = 200'
 DRAWING 1 OF 6
 DATE 02/19/2018
 PROJECT NO. 113013.05



13901 Sulton Park Drive South, Suite 200
 Jacksonville, Florida 32224-0229
 Office 904.739.3655
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P:\11\11013-05 TWIN CREEKS CR 210\CAD\Drawings\2018-02-16 LANDSCAPE IMPROV\LANDSCAPE IMPROVEMENTS.dwg [SHEET 2] 2/19/2018 9:55:33 AM Kathy Weber



MATCHLINE - SEE SHEET 3

COUNTY ROAD 210 WEST



DISTRICT LANDSCAPE IMPROVEMENTS & MAINTENANCE AREA

MATCHLINE - SEE SHEET 1

COUNTY ROAD 210 WEST

EXHIBIT A - LANDSCAPE IMPROVEMENTS

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DRAWING	2 OF 6
DATE	02/19/2018
PROJECT NO.	113013.05

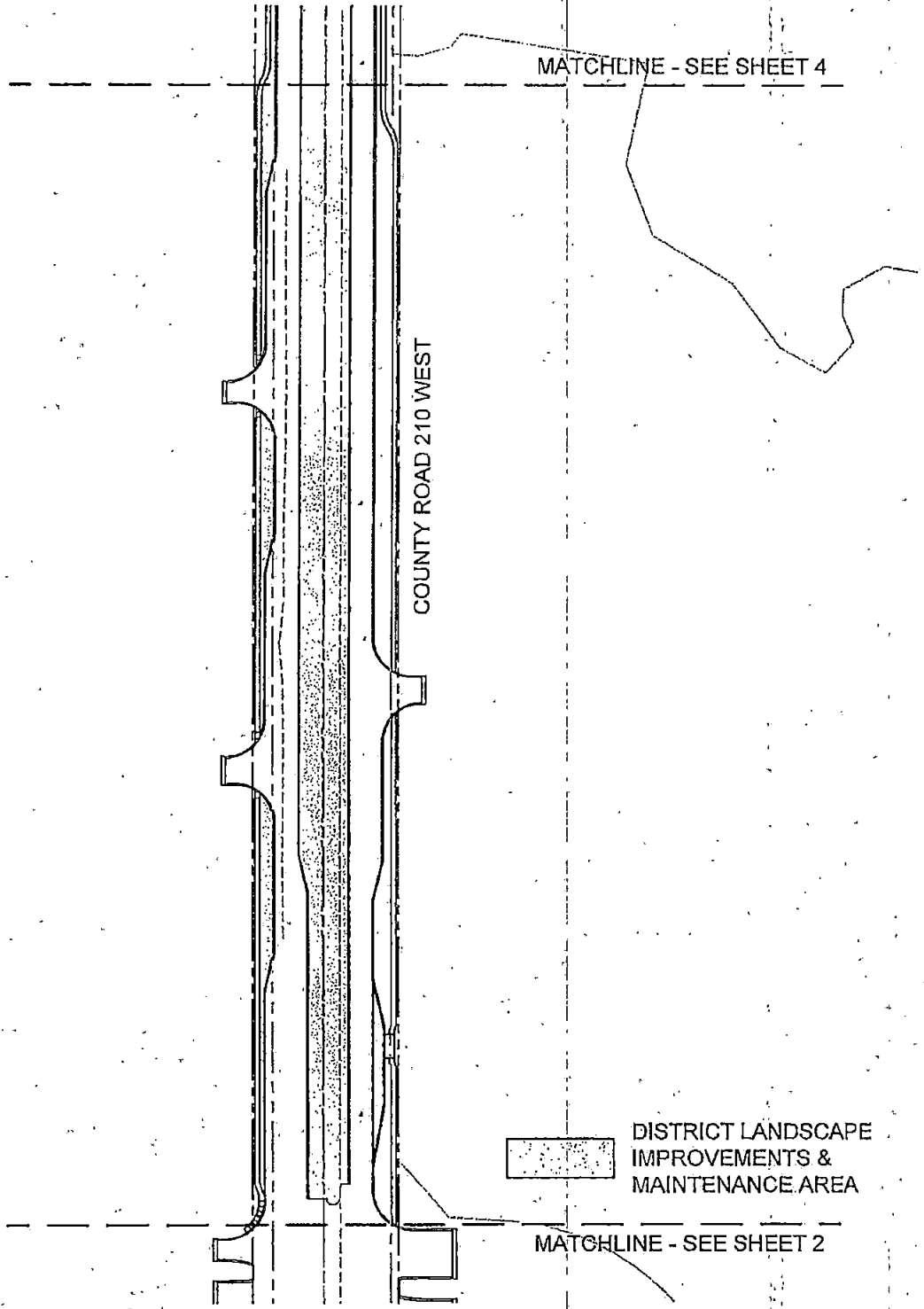


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COUNTY ROAD 210 WEST

EXHIBIT A - LANDSCAPE IMPROVEMENTS

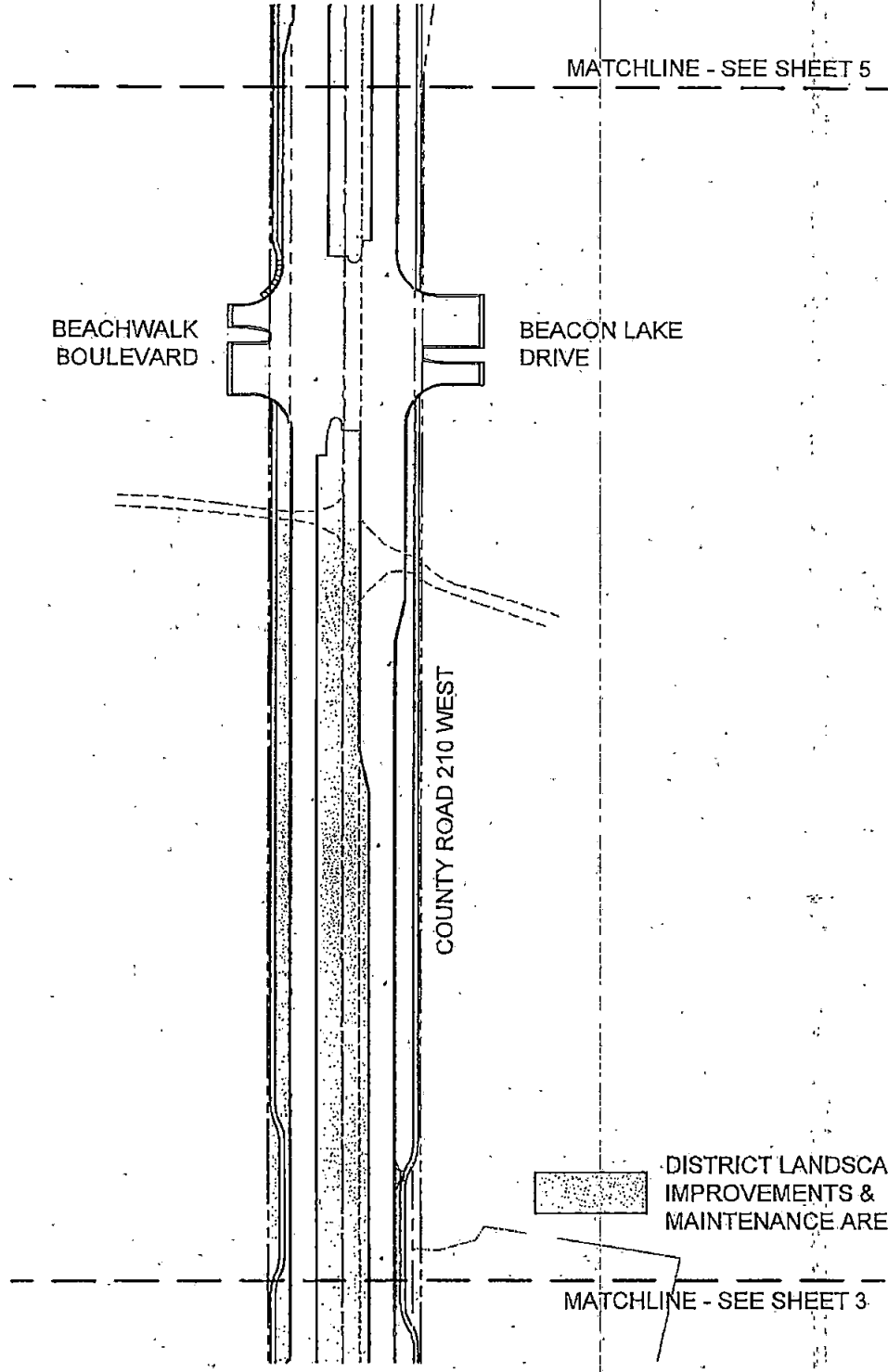
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 DATE 02/19/2018
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COUNTY ROAD 210 WEST

EXHIBIT A - LANDSCAPE IMPROVEMENTS

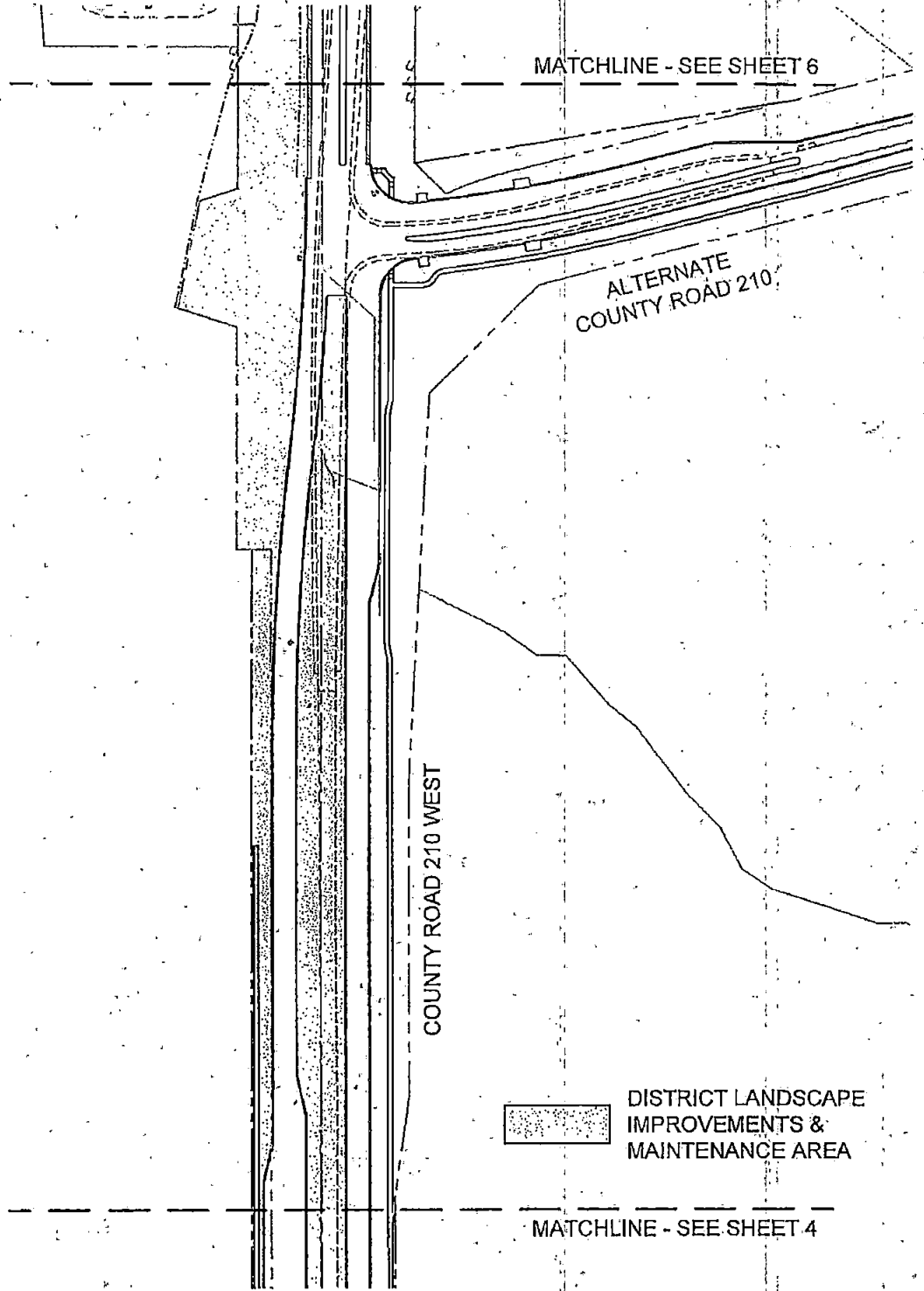
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COUNTY ROAD 210 WEST

EXHIBIT A - LANDSCAPE IMPROVEMENTS

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DRAWING 5 OF 6

DATE 02/19/2018

PROJECT NO. 113013.05

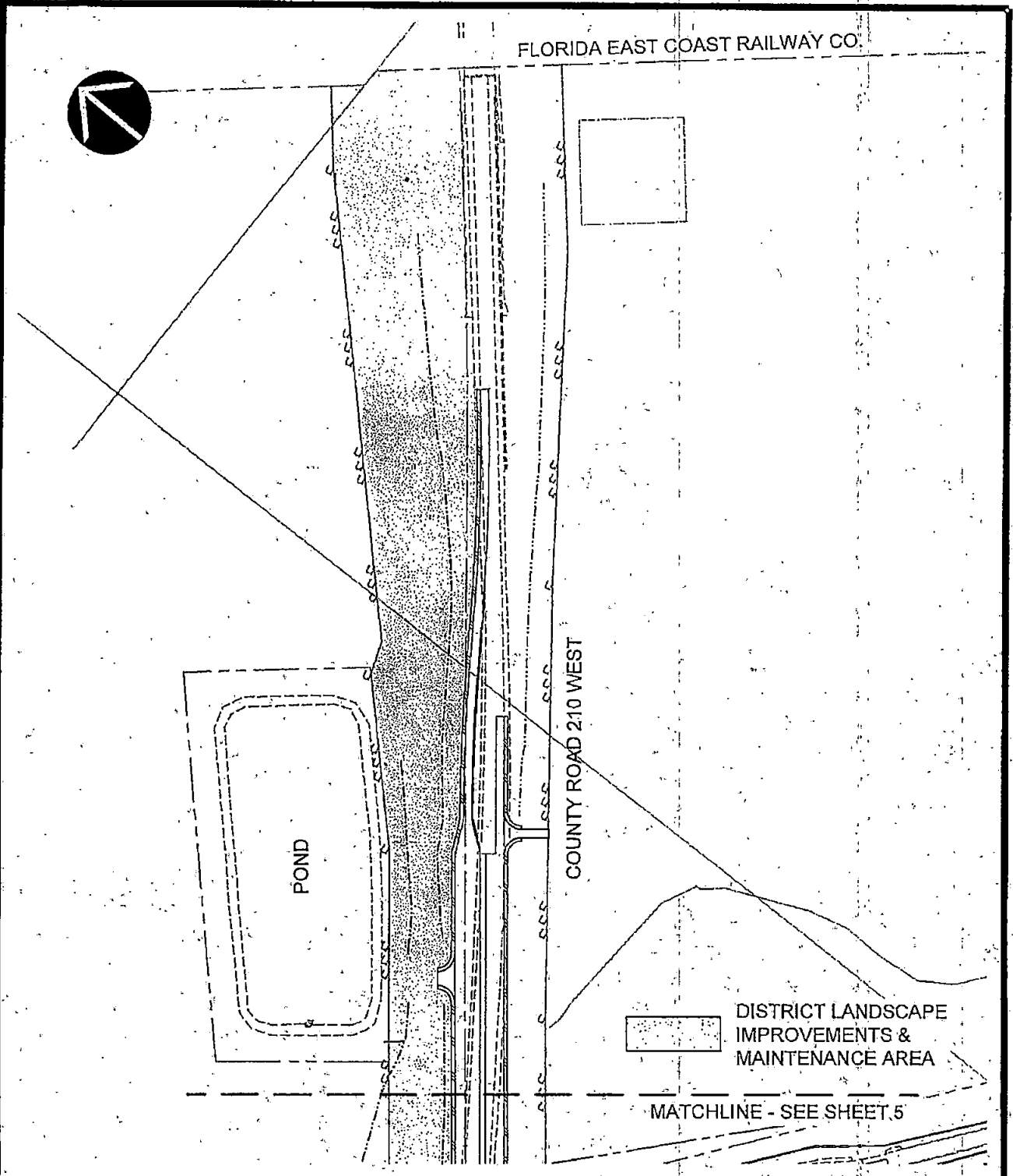


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COUNTY ROAD 210 WEST

EXHIBIT A - LANDSCAPE IMPROVEMENTS

SCALE 1" = 200'
 DRAWING 6 OF 6
 DATE 02/19/2018
 PROJECT NO. 113013.05



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