

RESOLUTION NO. 2019-293

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 PULTE HOME COMPANY, LLC, FOR THE PROVISION OF UTILITY WATER AND SEWER UNIT CONNECTION FEE REFUND AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, Pulte Home Company, LLC (Developer) is required to design, construct, and dedicate specific Water and Sewer Transmission Contributions to the County for ownership and maintenance in order for the County to provide utility service to the Villages of Valencia PUD as described in Ordinance No. 2005-75 recorded in Official Records Book 2537, Pages 1928 - 2038 of the official records of St. Johns County, Florida, as amended by Ordinance No. 2016-30 recorded in Official Records Book 4213, Page 453 of the official records of St. Johns County, Florida (collectively, the "Villages of Valencia PUD"); and

WHEREAS, the Developer is required to complete the required utility transmission contributions in various phases of the development; and

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

WHEREAS, the County and Developer have prepared the attached Unit Connection Fee Refund agreement to defining the scope, timing, and method of reimbursement for the utility transmission contributions; and

WHEREAS, due to the financial magnitude and delayed timing of the infrastructure construction the proposed water and sewer unit connection refund Agreement proposes unique provisions to allow retroactive refund of unit connection fees collected beginning July 19th, 2017, which is the date of the meter release for the third phase of the PUD, upon completion of the infrastructure; and

WHEREAS, the County will collect the unit connection fees applicable to the water and sewer unit connection fee refund Agreement and pay Developer on a quarterly basis; and

WHEREAS, the water and sewer unit connection refund Agreement is valid for a six (6) year time limit from the date set forth in Utility Ordinance, Section 25 -E; and

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:

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 approves the terms, provisions, conditions, and requirements of the Water and Sewer Unit Connection Fee Refund Agreement between St. Johns County, Florida, and Pulte Home Company, LLC, which include retroactively refunding unit connection fees collected beginning in the third phase of the Villages of Valencia PUD, and authorizes the County Administrator to execute this Water and Sewer Unit Connection Fee Refund Agreement on behalf of St. Johns County substantially in the form attached hereto.

Section 3. If there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 4. This resolution shall be effective upon adoption by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 10th day of September, 2019.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Hunter S. Conrad, Clerk

Sam Halterman
Deputy Clerk

By:

Paul M. Waldron
Paul M. Waldron, Chair

RENDITION DATE 9/17/19



WATER AND SEWER UNIT CONNECTION
FEE REFUND AGREEMENT

THIS WATER AND SEWER UNIT CONNECTION FEE REFUND AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2019, by and between PULTE HOME COMPANY , LLC, a Michigan limited liability company ("PULTE"), 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.** PULTE is the developer and has constructed improvements within the single-family residential development project known as the Villages of Valencia Phase 5 , located within the parcel of land zoned PUD pursuant to Ordinance No. 2016-30 recorded in Official Records Book 4213, Pages 453-485 of the official records of St. Johns County, Florida. Villages of Valencia Phase 5 is located on La Mancha Drive, approximately 1.0 mile East of the intersection of US Highway 1 South and East Watson Rd in St. Johns County, Florida and is more particularly described on the attached and incorporated **Exhibit A**. PULTE HOME COMPANY plans to develop the Property with up to 101 single-family residential as described in the Villages of Valencia PUD.

PULTE has requested a refund pursuant to Section 25-E of the St. Johns County Utility Ordinance (Ordinance 2013-13) in consideration of PULTE 's installation of approximately 785 feet of parallel 8-inch (nominal) water main, 20 feet of parallel 6- (nominal) water main, and 260 feet of parallel 8-inch nominal horizontal directional drilled water main (the "Water Mains), and 2,920 feet of 12-inch (nominal) sewer force main, 280' feet of 8-inch (nominal) sewer forcemain, and 130' feet of 12-inch (nominal) horizontal directional drilled sewer forcemain (the "Sewer Force Mains") required to meet the anticipated utility transmission needs for the region. The Water Mains (collectively referred to herein as the "Contributed Sections") are located within the St. Johns County road rights of way and are adjacent to Shores Boulevard, and the Sewer Force Mains are located in easements adjacent and within the development. The Contributed Sections were constructed and dedicated to the COUNTY in connection with the Villages of Valencia Phase 5 (SUBCON 2017-26) 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 are depicted on **Exhibit C**.

This Agreement states the terms and conditions upon which a refund of the transmission component of water unit connection fees paid by PULTE or others who connect to the

Contributed Sections as allowed and contemplated under Ordinance 2013-13, shall be paid by the COUNTY to PULTE.

It is expressly noted that as a condition precedent for any refund permitted under this Agreement, PULTE must first, at its expense, record this Agreement (upon proper execution by authorized representatives of both the COUNTY and PULTE) with the Clerk of Courts in the official records of St. Johns County, Florida. The failure of PULTE to have this Agreement recorded as noted above shall bar PULTE 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 PULTE as a result of future payment by PULTE of water and sewer unit connection fees, or as the result of payment of water and sewer unit connection fees by others who connect, or have connected, 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 PULTE pursuant to this Agreement shall in no event exceed \$140,634.00 for Water, which is the actual total cost of the Water Contributed Sections, and \$179,096.28 for Sewer, which is the actual cost to upgrade the proposed 4" forcemain to a 12" forcemain with in the development, 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 Connection Fee Payments.** As provided in St. Johns County Resolution 2018-____, and in accordance with Section 25-E of Ordinance 2013-13, the County will track and retain the transmission component of water and sewer unit connection fees collected within the Villages of Valencia Phase 3 between July 19th, 2017, which was the first meter release in Villages of Valencia Phase 3, and the effective date of this Agreement for the purpose of retroactively refunding said unit connection fees to PULTE. The retroactive refund will occur at the same time as the first quarterly disbursement paid to PULTE following the effective date of this Agreement. Upon recordation of this Agreement with the Clerk of the Court, and upon payment by PULTE or others as set forth in Section 4 below of any water and sewer unit connection fees for the Villages of Valencia Phases 3, 4, or 5 or paid by others connecting directly to the Contributed Sections within six (6) years after the latest of (i) the date of the recording of the easement and deed dedication to the COUNTY; (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, PULTE 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 Contributed Sections Cost. The refund described in this Section shall be paid to PULTE quarterly upon payment by PULTE 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 PULTE or others after the six (6) year time

period provided above shall not entitle PULTE 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 six (6) years after the latest 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, PULTE shall be entitled to a refund equal to the value of the 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 PULTE 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.

7. **Notice.** Any notices required or allowed to be delivered under this Agreement shall be documented in writing and shall be deemed to be delivered when (i) hand delivered to the official designated below, or (ii) upon receipt of such notice when deposited in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, addressed to a party at the address set forth under the parties names below or at such other address as the part shall have specified by written notice to the other party delivered in accordance with this Agreement:

To County: St Johns County Utilities Department
1205 State Road 16
St Augustine, FL 32084
Attention: Chief Engineer-Development
Phone: (904) 209-2700

To Developer: PULTE HOME COMPANY, LLC

124 Del Webb Parkway
Ponte Vedra, Florida 32081
Attention: President
Phone: (904) 686-3406

8. **Effective Date.** This Agreement shall be effective upon its execution by both parties and recordation with the St. Johns County Clerk of Court.

[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:

HUNTER S. CONRAD

Clerk of the Court

By: _____

Deputy Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of St. Johns County, a political subdivision of the State of 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:

**PULTE HOME COMPANY, LLC, a
Michigan 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 _____, 2019, by _____, as _____ of PULTE HOME COMPANY, LLC, a Michigan 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"

[PARCEL MAP & LEGAL DESCRIPTION]

EXHIBIT "B"

[SCHEDULE OF VALUES]



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Villages of Valencia Phase 5
 Contractor: Pipeline Constructors, Inc.
 Developer: Pulte Homes

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
ON-SITE				
10" DIP	LF	20	\$ 147.93	\$ 2,958.60
8" DR 18	LF	5108	\$ 22.92	\$ 117,075.36
8" FPVC - Water Main Drill	LF	952	\$ 64.95	\$ 61,832.40
6" DR 18	LF	100	\$ 13.31	\$ 1,331.00
4" DR 9	LF	20	\$ 9.90	\$ 198.00
2" DR 9	LF	288	\$ 6.90	\$ 1,987.20
REFUND - OFF SITE SHORES BLVD				
8" DR 18	LF	785	\$ 92.71	\$ 72,777.35
8" FPVC - Water Main Drill	LF	260	\$ 138.09	\$ 35,903.40
6" DR 18	LF	20	\$ 86.19	\$ 1,723.80
Water Valves (Size and Type)				
ON SITE				
8" Gate Valve	Ea	13	\$ 1,710.83	\$ 22,240.79
6" Gate Valve	Ea	8	\$ 1,236.25	\$ 9,890.00
4" Gate Valve	Ea	2	\$ 1,024.00	\$ 2,048.00
REFUND - OFF SITE SHORES BLVD				
8" Gate Valve	Ea	7	\$ 1,843.14	\$ 12,901.98
8" Tapping Valve	Ea	2	\$ 8,663.73	\$ 17,327.47
Hydrants Assembly (Size and Type)				
ON SITE				
6" Hydrant Assembly	Ea	8	\$ 2,178.88	\$ 17,431.04
Flushing Hydrant	Ea	2	\$ 877.30	\$ 1,754.60
Services (Size and Type)				
Short Single Service	Ea	7	\$ 641.43	\$ 4,490.01
Long Single Service	Ea	5	\$ 948.80	\$ 4,744.00
Short Double Service	Ea	25	\$ 997.84	\$ 24,946.00
Long Double Service	Ea	20	\$ 1,629.90	\$ 32,598.00
Total ON - SITE - Water System Cost				\$ 305,525.00
Total OFFSITE UCF Refund Agreement Water Contributed Section				\$ 140,634.00
TOTAL - Water Assts to be recorded				\$ 446,159.00



St. Johns County Utility Department
 Asset Management
 Schedule of Values

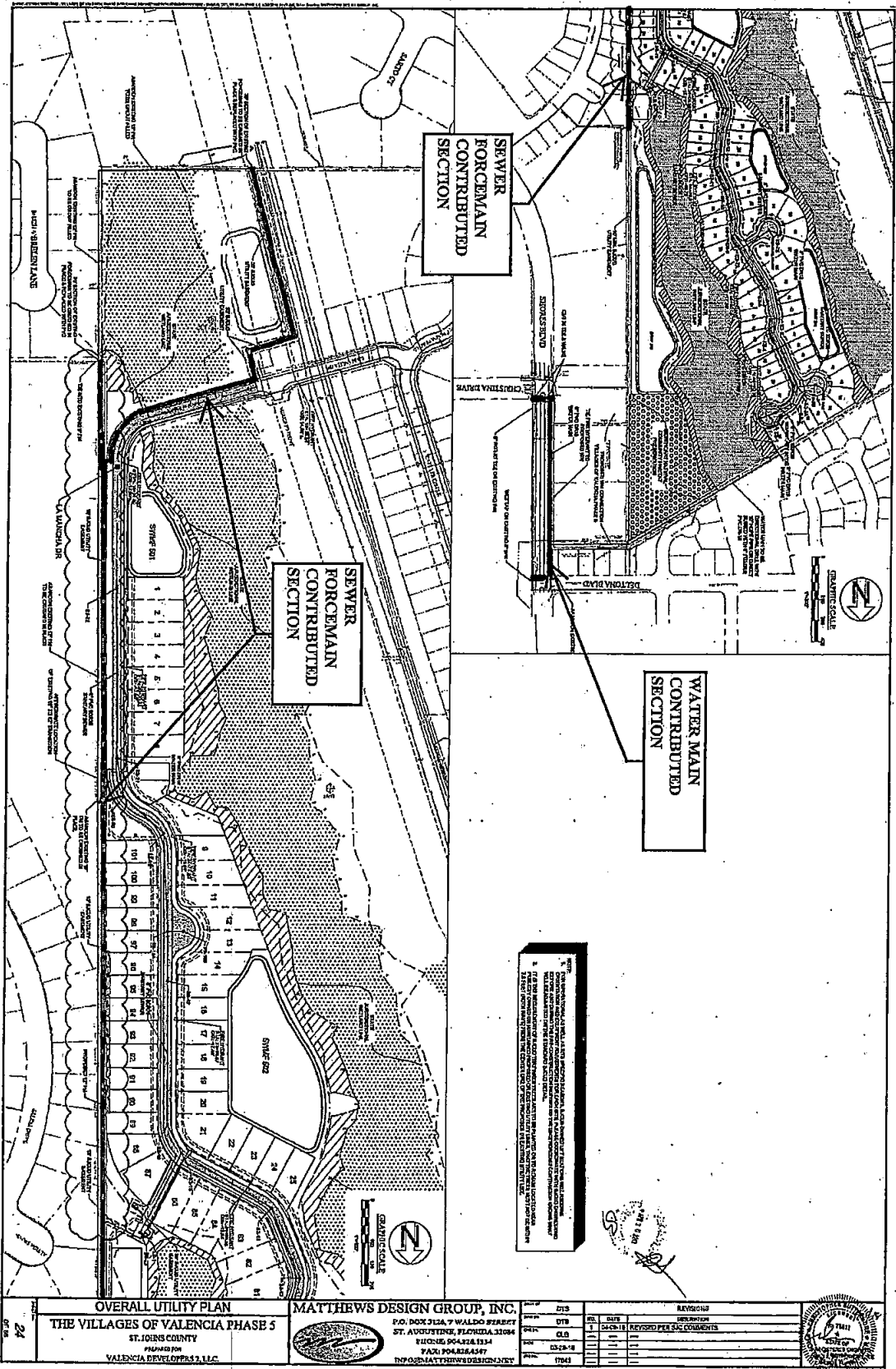
Project Name: Villages of Valencia Phase 5
 Contractor: Pipeline Constructors, Inc.
 Developer: Pulte Homes

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Force Mains (Size, Type & Pipe Class)				
ON SITE FORCE MAIN				
6" DR 18	LF	80	\$ 14.79	\$ 1,183.20
OFF SITE REFUND AMOUNT				
12" DR 18	LF	2920	\$ 57.87	\$ 168,980.40
8" DR 18	LF	280	\$ 16.61	\$ 4,650.80
12' FPVC Directional Drill	LF	130	\$ 192.47	\$ 25,021.10
4" Forcemain Credit (per UCF Agreement)	LF	2800	\$ (11.77)	\$ (32,946.72)
Sewer Valves (Size and Type)				
OFF SITE REFUND AMOUNT				
12" Gate Valve	Ea	7	\$ 2,662.96	\$ 18,640.72
4" Gate Valve Credit (per UCF Agreement)	Ea	7	\$ (750.00)	\$ (5,250.00)
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Gravity Mains (Size, Type & Pipe Class)				
8" PVC	LF	3948	\$ 29.55	\$ 116,663.40
6" PVC	LF	3248	\$ 24.98	\$ 81,135.04
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Laterals (Size and Type)				
Services	EA	101	\$ 263.90	\$ 26,653.90
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Manholes (Size and Type)				
4-6 foot deep	EA	8	\$ 4,553.38	\$ 36,427.04
6-8 foot deep	EA	7	\$ 4,940.57	\$ 34,583.24
8-10 foot deep	EA	3	\$ 6,509.00	\$ 19,527.00
10-12 foot deep	EA	5	\$ 6,515.80	\$ 32,579.00
> 12 foot deep	EA	2	\$ 11,030.08	\$ 22,060.16
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Lift Station				
Mechanical Equipment	Lump Sum	1	\$ 63,093.00	\$ 63,093.00
Process Piping	Lump Sum	1	\$ 63,093.00	\$ 63,093.00
Process Structure	Lump Sum	1	\$ -	\$ -
Process Electrical Equipment	Lump Sum	1	\$ 63,093.00	\$ 63,093.00
Other Improvements	Lump Sum	1	\$ 38,209.00	\$ 38,209.00
Total ON- SITE Sewer System Cost				\$ 598,300.00
Total OFF- SITE REFUND Sewer System Cost				\$ 217,293.00
Total OFF SITE REFUND 4" Forcemain Credit (per UCF Agreement)				\$ (38,196.72)
Total UCF Refund Agreement Sewer Contributed Section Value				\$ 179,096.28
Total Sewer Assets to be recorded				\$ 815,593.00

EXHIBIT "C"

[CONTRIBUTED SECTIONS LOCATION MAP]

EXHIBIT 'C': VILLAGES OF VALENCIA PH 5 - CONTRIBUTED SECTIONS MAP



SEWER
FORCEMAIN
CONTRIBUTED
SECTION

SEWER
FORCEMAIN
CONTRIBUTED
SECTION

WATER MAIN
CONTRIBUTED
SECTION

NOTES:
1. THE INFORMATION ON THIS PLAN IS BASED ON THE RECORD DRAWINGS AND FIELD SURVEY DATA PROVIDED BY THE CLIENT. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL VERIFICATION OF THE INFORMATION PROVIDED AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AND HAS NOT VERIFIED THE INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AND HAS NOT VERIFIED THE INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AND HAS NOT VERIFIED THE INFORMATION PROVIDED BY THE CLIENT.

OVERALL UTILITY PLAN THE VILLAGES OF VALENCIA PHASE 5 ST. JOHNS COUNTY PREPARED FOR VALENCIA DEVELOPERS, LLC		MATTHEWS DESIGN GROUP, INC. P.O. BOX 3154, 7 WALDO STREET ST. AUGUSTINE, FLORIDA 32084 PHONE: 904.824.1324 FAX: 904.824.6347 INFO@MATTHEWSDESIGN.COM		SHEET NO. 215 DATE 07/18/18 DRAWN BY CLE CHECKED BY DESIGNED BY PROJECT NO. 17041		REVISIONS NO. DATE BY COMMENTS 1 08/01/18 REVISED PER SDC COMMENTS		
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