

RESOLUTION NO. 2019-294

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

WHEREAS, Lennar Homes, LLC (Developer) is required to design, construct, and dedicate specific Water Transmission Contributions to the County for ownership and maintenance in order for the County to provide utility service to the Windward Ranch PUD as described in Ordinance No. 2014-10 recorded in Official Records Book 3857, Pages 397 - 422 of the official records of St. Johns County, Florida, as amended by Ordinance No. 2016-14 recorded in Official Records Book 4165, Page 125 of the official records of St. Johns County, Florida (collectively, the "Windward Ranch 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 unit connection refund Agreement proposes unique provisions to allow retroactive refund of unit connection fees collected beginning May 27th, 2015, which is the date of the meter release for the first phase of the PUD, upon completion of the infrastructure; and

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

WHEREAS, the water unit connection refund Agreement is valid until May 27th, 2024, which is 9 years from the date of the first meter release in the PUD, and is consistent with typical agreement terms as set forth in Utility Ordinance, Section 25 -E; and

WHEREAS, the County has determined that accepting the terms of the Water 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 Unit Connection Fee Refund Agreement between St. Johns County, Florida, and Lennar Homes, LLC, which include retroactively refunding unit connection fees collected beginning in the first phase of the Windward Ranch PUD, and authorizes the County Administrator to execute this Water 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 18th day of September, 2019.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Hunter S. Conrad, Clerk

Pam Holterman
Deputy Clerk

By:

Paul M. Waldron
Paul M. Waldron, Chair

RENDITION DATE 9/17/19



WATER UNIT CONNECTION
FEE REFUND AGREEMENT

THIS WATER UNIT CONNECTION FEE REFUND AGREEMENT (the "Agreement) is entered into, and made effective, this ____ day of ____, 2019, by and between Lennar Homes, LLC, a Florida limited liability company ("LENNAR"), 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.** LENNAR is the developer and has constructed improvements within the single-family residential development project known as the Windward Ranch PUD (formerly known as Encanta PUD), located within the parcel of land zoned PUD pursuant to Ordinance No. 2014-10 recorded in Official Records Book 3857, Pages 397 - 422 of the official records of St. Johns County, Florida, as amended by Ordinance No. 2016-14 recorded in Official Records Book 4165, Page 125 of the official records of St. Johns County, Florida (collectively, the "Windward Ranch PUD"). Windward Ranch PUD is located on State Road 16, approximately 1.8 miles northwest of the intersection of State Road 16 and Interstate 95 in St. Johns County, Florida and is more particularly described on the attached and incorporated **Exhibit A**. LENNAR plans to develop the Property with up to 580 single-family residential units and 90,000 square feet non-residential commercial/office use as described in the Windward Ranch PUD.

LENNAR has requested a refund pursuant to Section 25-E of the St. Johns County Utility Ordinance (Ordinance 2013-13) in consideration of LENNAR's installation of approximately 7,040 feet of 16-inch (nominal) water main, and 1,490 feet of 20-inch nominal horizontal directional drilled water main (the "Water 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 County Road 208. The Contributed Sections were constructed and dedicated to the COUNTY in connection with the Windward Ranch Phase 10 Offsite (SUBCON 2016000004) project and are more particularly described in the Schedule of Values attached as **Exhibit B**, which is incorporated herein. The location of the Contributed Section is 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 LENNAR or others who connect to the Contributed Sections as allowed and contemplated under Ordinance 2013-13, shall be paid by the COUNTY to LENNAR.

Windward Ranch Ph 10 Offsite (CR 208 WM) (SUBCON 2016000004)
W&S Refund Agreement
March 26, 2019

It is expressly noted that as a condition precedent for any refund permitted under this Agreement, LENNAR must first, at its expense, record this Agreement (upon proper execution by authorized representatives of both the COUNTY and LENNAR) with the Clerk of Courts in the official records of St. Johns County, Florida. The failure of LENNAR to have this Agreement recorded as noted above shall bar LENNAR 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 LENNAR as a result of future payment by LENNAR of water unit connection fees, or as the result of payment of water 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 LENNAR pursuant to this Agreement shall in no event exceed \$1,045,479.00, 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 Connection Fee Payments.** As approved by Resolution of the St. Johns County Board of County Commissioners in accordance with Section 25-E of Ordinance 2013-13, the County will track and retain the transmission component of water unit connection fees collected within the Windward Ranch PUD starting from May 27th, 2015, which was the first meter release in Phase 1 of the development, up to the date of this Agreement for the purpose of retroactively refunding to the Owner upon execution and recordation of this Agreement with the Clerk of Courts. The retroactive refund will occur once at the first quarterly disbursement following the recordation of this Agreement with the Clerk of the Court. Upon recordation of this Agreement with the Clerk of the Court, and upon payment by LENNAR or others as set forth in Section 4 below of any water unit connection fees for the Windward Ranch PUD or paid by others connecting to the Contributed Sections on or before May 27th, 2024, LENNAR shall be entitled to a refund of the transmission component of any such water unit connection fees in an amount not to exceed the Contributed Sections Cost. The refund described in this Section shall be paid to LENNAR quarterly upon payment by LENNAR or others of such water 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 unit connection fees. Water unit connection fees paid by LENNAR or others after May 27th, 2024 shall not entitle LENNAR 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** on or prior to May 27th, 2024, LENNAR shall be entitled to a refund equal to the value of the water transmission component of any such water unit connection fees paid by others in an amount which,

cumulatively with any other refund payments paid to LENNAR 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: Lennar Homes, LLC
9440 Philips Highway, Suite 7
Jacksonville, FL 32256
Attention: Vice President
Phone: (904) 380-0777

[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:

**LENNAR HOMES, 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 _____, 2019, by _____, as _____ of LENNAR HOMES, 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"

[PARCEL MAP & LEGAL DESCRIPTION]

Windward Ranch Ph 10 Offsite (CR 208 WM) (SUBCON 2016000004)
W&S Refund Agreement
March 26, 2019

EXHIBIT "B"

[SCHEDULE OF VALUES]



St. Johns County Utility Department

Asset Mangement

Schedule of Values

Project Name: Windward Ranch CR208

Contractor: Vallencourt Construction Company Inc

Developer: Lennar

Asset Type	Item	Unit	Quantity	Unit Cost	Total Cost
(1)	Water Mains (Size, Type, & Pipe Class)				
	16" DR18 PVC	LF	7040	\$ 79.96	\$ 562,918.40
	12" DR18 PVC	LF	110	\$ 29.24	\$ 3,216.40
	6" DR18 PVC	LF	120	\$ 43.07	\$ 5,168.40
	20" HDPE	LF	1490	\$ 243.30	\$ 362,517.00
					\$ -
					\$ -
					\$ -
					\$ -
(1)	Water Valves (Size and Type)				
	16" Gate Valve	EA	13	\$ 5,002.18	\$ 65,028.34
	12" Gate Valve	EA	2	\$ 2,241.63	\$ 4,483.26
	6" Gate Valve	EA	14	\$ 778.56	\$ 10,899.84
					\$ -
					\$ -
					\$ -
(1)	Hydrant Assembly (Size and Type)				
	Fire Hydrant	EA	14	\$ 2,115.77	\$ 29,620.78
	Flushing Hydrant	EA	2	\$ 813.29	\$ 1,626.58
					\$ -
					\$ -
(1)	Services (Size and Type)				
					\$ -
					\$ -
					\$ -
					\$ -
Total Water System Cost					\$ 1,045,479.00

Note: Asset Type (1) Water Pipeline and Appurteances

EXHIBIT "C"

[CONTRIBUTED SECTIONS LOCATION MAP]

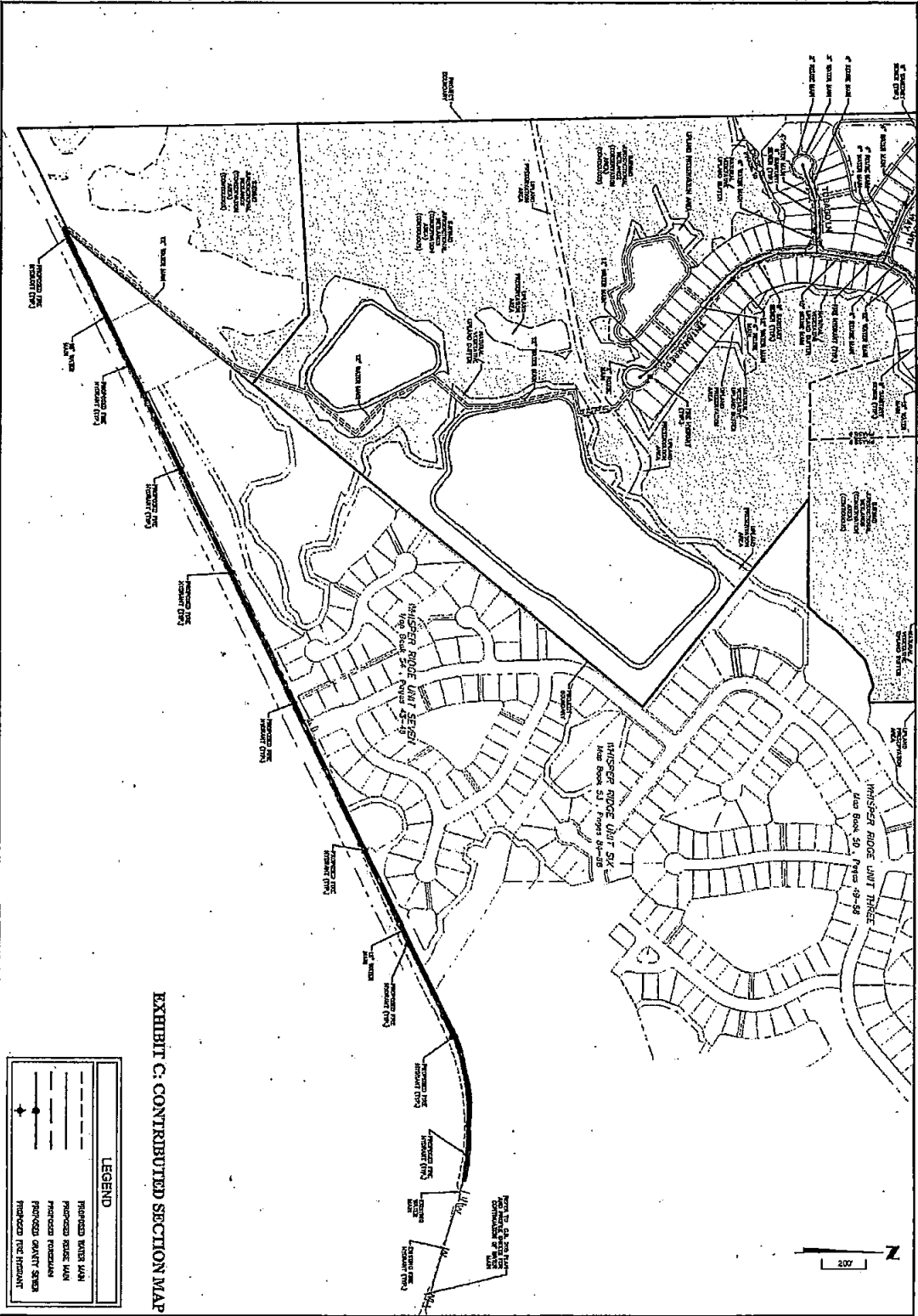


EXHIBIT C: CONTRIBUTED SECTION MAP

LEGEND	
	PROPOSED WATER MAIN
	PROPOSED SEWER MAIN
	PROPOSED GAS MAIN
	PROPOSED ELECTRIC MAIN
	PROPOSED FIRE HYDRANT

<p>WINDWARD RANCH ST. JOHN'S COUNTY PREPARED FOR LENNAR HOMES, LLC</p>	<p>MASTER UTILITY PLAN</p>	<table border="1"> <tr> <td>DATE</td> <td>BY</td> <td>REVISION</td> </tr> <tr> <td>11/11/11</td> <td>JRW</td> <td>REVISED FOR PERMITS</td> </tr> <tr> <td>11/11/11</td> <td>JRW</td> <td>REVISED FOR PERMITS</td> </tr> <tr> <td>11/11/11</td> <td>JRW</td> <td>REVISED FOR PERMITS</td> </tr> </table>	DATE	BY	REVISION	11/11/11	JRW	REVISED FOR PERMITS	11/11/11	JRW	REVISED FOR PERMITS	11/11/11	JRW	REVISED FOR PERMITS
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11/11/11	JRW	REVISED FOR PERMITS												
<p>PREPARED BY: JERRY WILLIAMS, P.E. 10000 Silver Lake Drive, Suite 200 Jacksonville, Florida 32246 904.225-2622 FAX 904.225-2051 www.cwieng.com C.A. Number: 1250 L.A. Number: LC22000011</p>		<p>CW Connelly & Wicker Inc. Planning • Engineering • Landscape Architecture</p>												

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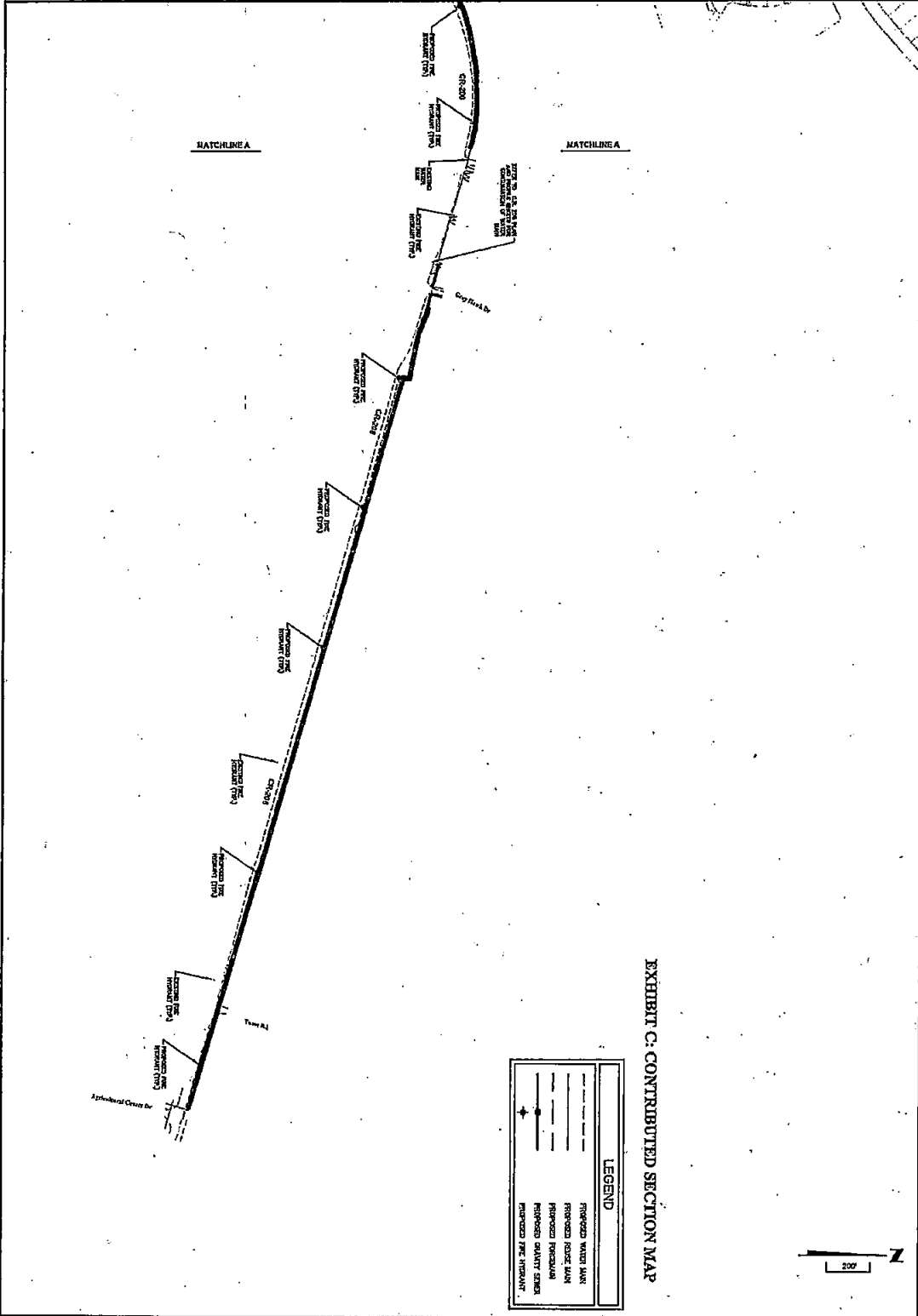


EXHIBIT C: CONTRIBUTED SECTION MAP

LEGEND	
[Symbol: Dashed line with dots]	PROPOSED WATER MAIN
[Symbol: Dashed line]	PROPOSED GAS MAIN
[Symbol: Dashed line with triangles]	PROPOSED SANITARY SEWER
[Symbol: Dashed line with squares]	PROPOSED FIRE HYDRANT
[Symbol: Arrow pointing right]	APPROXIMATE CENTER LINE

9C DATE: 1-2018	WINDWARD RANCH ST. JOHNS COUNTY PREPARED FOR: LENNAR HOMES, LLC	MASTER UTILITY PLAN	<table border="1"> <tr> <td>DATE</td> <td>REVISION</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	DATE	REVISION			Connelly & Wicker Inc. Planning • Engineering • Landscape Architecture 10060 Shiner Lake Drive, Suite 500 Jacksonville, Florida 32246 (904) 255-3030 FAX (904) 255-3031 www.conw.com C.A. Number: 3659 L.A. Number: LC2600211
	DATE	REVISION						
LESTER ELLERY WALLACE, P.E. P.E. NO. 12553 Reg. Engineer								

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