

RESOLUTION NO. 2023- 41

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF THE CONTRACT TEMPLATE FOR UTILITY SERVICE AGREEMENTS BETWEEN ST. JOHNS COUNTY AND PROPERTY OWNERS TO FACILITATE POTABLE WATER AND WASTEWATER SERVICE WITHIN THE IDENTIFIED LINE EXTENSION PROJECT ALONG NORTH WILDERNESS TRAIL FROM CANAL BOULEVARD TO 541 NORTH WILDERNESS TRAIL; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENTS ON BEHALF OF THE COUNTY; INSTRUCTING THE CLERK TO FILE EXECUTED AGREEMENTS IN THE PUBLIC RECORD; AUTHORIZING THE ST. JOHNS COUNTY UTILITY DEPARTMENT TO ACCEPT PAYMENTS PURSUANT TO THE UTILITY SERVICE AGREEMENTS AND TO CONSTRUCT THE LINE EXTENSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 5 of St. Johns County Ordinance No. 2022-37 (“Utility Ordinance”) authorizes St. Johns County (“County”) to design and construct certain utility line extension projects upon meeting certain minimum criteria; and

**WHEREAS**, Section 5 of the Utility Ordinance further reserves the right for the County to extend service lines as necessary to provide service when in the best interest of the County, which shall be facilitated by a service agreement approved by the Board of County Commissioners; and

**WHEREAS**, in response to multiple requests for the extension of potable water and wastewater service from certain property owners located in the County’s utility service area along North Wilderness Trail, the County has designed a line extension project to provide water and wastewater service to the properties identified along North Wilderness Trail north of Canal Boulevard, terminating at 541 North Wilderness Trail (“Line Extension Project”); and

**WHEREAS**, the template Utility Service Agreement (“Template Agreement”), attached hereto as Exhibit A and incorporated herein by reference, sets forth the responsibilities of all property owners within the project area will pay a proportional share contribution towards the cost of the Line Extension Project, to be designed and constructed by the County; and

**WHEREAS**, the Template Agreement will apply as a condition for all properties connecting to the Line Extension Project in the future; and

**WHEREAS**, the County has determined that approving the Template Agreement in form and authorizing the County Administrator, or designee, to execute final agreements with participating property owners 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 form and format of the attached template for use to set forth the terms, provisions, conditions, and requirements of the Utility Service Agreement between St. Johns County, Florida, and property owners connecting to the Line Extension Project.

**Section 3.** Upon a finding of legal sufficiency by the Office of the County Attorney, the County Administrator, or designee, is authorized to execute final Utility Service Agreements on behalf of St. Johns County, Florida, substantially in the form and format as the template attached hereto.

**Section 4.** The County Administrator is instructed to deliver the Utility Service Agreements to the Clerk upon execution by all parties, and the Clerk is instructed to file such executed agreements in the public records of St. Johns County, Florida.

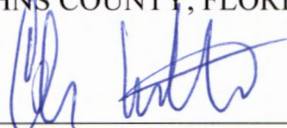
**Section 5.** The St. Johns County Utility Department is authorized to accept the payments pursuant to the executed final Utility Service Agreements and to proceed with construction of the Line Extension Project.

**Section 6.** To the extent that there are scrivener, typographical, or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

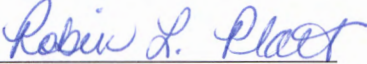
**Section 7.** This Resolution shall be effective upon adoption by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 7<sup>th</sup> day of February, 2023.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By:   
Christian Whitehurst, Chair

Attest: Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller

By:   
Deputy Clerk

**Rendition Date** FEB 07 2023



## UTILITY SERVICE AGREEMENT

**THIS UTILITY SERVICE AGREEMENT (“Agreement”)** is entered into and made effective this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, (“**Owners**”), whose mailing address is \_\_\_\_\_, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (“**County**”), whose mailing address is 500 San Sebastian View, St. Augustine, Florida 32084. For purposes of this Agreement, the Owners and the County may be collectively referred to as the “**Parties.**”

### RECITALS

**WHEREAS**, the County, through the St. Johns County Utility Department (“**SJCUD**”), is the provider of water, wastewater, and reclaimed water services, as applicable, throughout the SJCUD service area; and

**WHEREAS**, the Owners are the owners of certain real property with St. Johns County, Florida, further described in **Exhibit “A,”** attached hereto and incorporated herein by reference (“**Property**”), which is located within the County’s service area, but not currently served by SJCUD; and

**WHEREAS**, the County has received a request from the Owners for the provision of water, wastewater, and/or reclaimed water service to be provided to the Property; and

**WHEREAS**, Section 5 of the St. Johns County Utility Ordinance, Ordinance No. 2022-37 (“**Utility Ordinance**”), as may be amended from time to time, provides, among other things, that the County reserves the right to extend water, wastewater, and/or reclaimed water lines as necessary to provide service when in the best interest of the County, which shall be facilitated by a service agreement approved by the Board; and

**WHEREAS**, the County and the Owners wish to enter into this Agreement whereby the County will extend water, wastewater, and/or reclaimed water distribution lines to the Property (“**Project**”), and the Owners will pay a proportional share contribution towards the cost of the Project as provided for in **Exhibit “B,”** attached hereto and incorporated herein by reference; and

**WHEREAS**, the County has determined that it is in the best interest of the County to enter into this Agreement and to extend such distribution lines to the Property, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and representations contained in this instrument, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **EFFECT OF RECITALS.** The above recitals are true and correct and are incorporated into the body of this Agreement and adopted as findings of fact.
2. **PROJECT SCOPE.** The scope of the Project as it relates to this Agreement shall be defined as the cost for the extension of water, wastewater, and/or reclaimed water distribution



lines from the existing distribution lines to the Property (“**Line Extension**”), as depicted in **Exhibit “C,”** attached hereto and incorporated herein by reference.

Upon completion of the Project, the County shall own and maintain the Line Extension, including (i) any and all water mains and other elements of the water distribution system up to and including the water meter or meters, (ii) any and all sewer force mains and gravity sewer lines, and (iii) any and all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. The Owners or their successors and/or assigns shall be responsible for maintaining (i) any and all water lines between the water meter and the improvements served by the utility system, (ii) any and all sewer service laterals, and (iii) any reuse lines between the reuse meter and the improvements served by the utility system.

3. **PROJECT FUNDING.** The Owners shall pay to the County directly the amount set forth in Exhibit “B.” Payment shall be made prior to, and as a condition for, the provision of utility service to the Property and shall be final and non-refundable.

The Owners understand and acknowledge that payment under this Agreement represents their proportional share contribution for the cost of the Project, and not a credit toward or prepayment of any rate, charge, or fee for utility service. The Owners further understand and acknowledge that the County may charge additional customers for connecting to or receiving service from the Line Extension, or otherwise seek to recover the costs of the Project from third parties, and that the Owners shall not be entitled to a refund or reduction of their payment amount for any such recovery by the County or to in any way participate in such recovery.

4. **PROJECT MANAGEMENT.** The County shall be responsible for all project management activities to successfully complete the Project, which include but are not limited to survey, design, permitting, bidding, and construction. Nothing in this Agreement shall require or allow the Owners to perform such project management activities or be deemed to create any contractual relationship between the Owners and any contractor or subcontractor that may perform the design or construction of the Project, or any part thereof.

5. **EASEMENTS.** If applicable and upon request from the County, the Owners, their successors and/or assigns, shall convey to the County any and all utility and/or access easements depicted in Exhibit D, as necessary for the Project and for the construction, operation, and maintenance of County-owned utility infrastructure to be located on the Property, at no cost or expense to the County and substantially in the standard form and format utilized by the County for such easement rights.

6. **ENTIRE AGREEMENT.** The County and the Owners acknowledge that this Agreement, including the exhibits attached hereto, constitutes the complete agreement and understanding of the Parties relating to the subject matter of this Agreement and supersedes all previous discussions, understandings, and agreements. No prior agreements or representations shall be binding upon the Parties unless included in this Agreement. No amendment, modification, revision, 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.

7. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida without regard to choice or conflict of law provisions. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

8. **CONSTRUCTION.** This Agreement is the result of the negotiations among and between the County and the Owners such that all Parties have contributed materially and substantially to its preparation. The Parties have agreed to the text of this Agreement, and none of its provisions shall be construed against either party on the ground that such party is the author of the Agreement or any part thereof.

9. **SEVERABILITY.** If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

10. **AUTHORITY TO EXECUTE.** Each party covenants to the other party/parties 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.

***[SIGNATURES APPEAR ON FOLLOWING PAGES]***

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: Brandon J. Patty, Clerk of the Circuit Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this day\_\_ of \_\_\_\_\_, 20\_\_\_\_, 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:

**OWNERS**

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

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

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

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this day \_\_\_ of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
(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 of the Property**



## EXHIBIT “B”

### **Line Extension Project Payment Terms and Schedule**

#### **Terms to Initiate Line Extension Project for Service:**

This line extension project has been planned to be proportionally funded by the properties to which this project would ultimately serve. The Proportional Infrastructure fees shown below are calculated by dividing the total cost for St Johns County Utilities to extend each main divided by the number of properties that will have direct access for service.

**A minimum of two properties will need to execute this agreement and pay full fees for service for the Line Extension Project to be installed by St Johns County Utilities. The line extension will take approximately 6 – 10 months to construct following successful initiation of the project.**

Parcels identified in this project who connect in the future following the completion of the extension will be required to execute this service agreement and pay Proportional Infrastructure Fees and appropriate Utility fees as a condition of service. The Line Extension Estimate for this project is valid through December 30<sup>th</sup>, 2022, after which a re-evaluation and update of the Estimate will be required prior to initiating the project. The detailed Line Extension Estimate is included in this Exhibit following the Summary of Fees Section.

#### **Summary of Fees (FY 22) For each Property:**

Proportional Infrastructure – Water Main Ext	\$11,336.35
Proportional Infrastructure – Wastewater Main Ext.	\$5,042.86
Unit Connection Fee – Potable Water*	\$2,177.58
Unit Connection Fee – Wastewater*	\$3,506.94
Utility Installed Tap Fee – 2” Forcemain	\$650.00
Utility Installed Tap Fee – ¾” Residential Water Service	\$450.00
MXU Fee	\$135.00
Locate Fee	\$75.00
Account Deposit	\$100.00
<b>Total Cost for Service</b>	<b>\$23,473.73</b>

*\*Unit Connection Fees are assessed per Equivalent Residential Connection. This estimate assumes a single-family residence on each property, and does not account for potential multiple residential units or commercial improvements that may be on properties. Please contact St Johns County Utilities if your property use is not a single-family residence to update this Exhibit.*

The fees listed in this exhibit are based on Fiscal Year 2022 Rates, and shall expire on December 30<sup>th</sup>, 2022. Fiscal Year 2023 rates shall apply for payments made after December 30<sup>th</sup>, 2022, and prior to October 1<sup>st</sup>, 2023. On each October 1<sup>st</sup> and at annual intervals until full payment of infrastructure costs, the Proportional Infrastructure Fees shall be automatically “indexed” by applying to the Proportional Infrastructure Fee as of the immediately preceding September 30<sup>th</sup> an additive increment in a percentage amount equal to the percentage increase of the Consumer Price Index for all Urban Consumers (CPI-U) according to the U.S. Bureau of Labor Statistics, during the preceding fiscal year.

**St. Johns County Utility Department****Line Extension Estimate****Address: North Wilderness Tr.****Service Requested: FM Extension****Date: 8/25/2022****Completed by: Gary Pamies/Chad J Smith****External Contractor:**

Description	Qty	Units	Unit Cost	Cost
<b>4" HDPE DR-11 Green Stripe (TB Landmark)</b>	670	lf	\$ 33.90	\$ 22,713.00
<b>4" Wet-Tap (Skinner Horizontal)</b>	1	ea	\$ 450.00	\$ 450.00
<b>External Contract Subtotal</b>				<b>\$ 23,163.00</b>

**In-House Labor**

Description	Qty	Units	Unit Cost	Cost
Distribution Systems Operator I	6	hrs	\$ 32.18	\$ 193.08
Distribution Systems Operator II	6	hrs	\$ 31.50	\$ 189.00
Distribution Systems Operator II	6	hrs	\$ 31.50	\$ 189.00
Distribution Systems Operator III	6	hrs	\$ 28.04	\$ 168.24
Distribution Coordinator	6	hrs	\$ 35.85	\$ 215.10
Engineer	2	hrs	\$ 50.73	\$ 101.46
Utility Review Specialist	2	hrs	\$ 29.11	\$ 58.22
Construction Technician III	1	hrs	\$ 24.14	\$ 24.14
<b>Labor Subtotal</b>				<b>\$ 1,138.24</b>

**In-House Materials**

Description	Qty	Units	Unit Cost	Cost
4" Tapping Valve	1	ea	\$385.00	\$385.00
4" Tapping Saddle	1	ea	\$510.00	\$510.00
4" MJ Repair Sleeve	1	ea	\$44.00	\$44.00
4" DR 18 Pipe Green	10	lf	\$3.25	\$32.50
4" MJ Valve	1	ea	\$293.00	\$293.00
4" x 2" MJ Cap	1	ea	\$25.97	\$25.97
2" Green Poly Pipe	6	lf	\$1.82	\$10.92
Single Plastic Meter Box	1	ea	\$55.00	\$55.00
2" MIPT to Poly Curbstop	1	ea	\$225.00	\$225.00
4" Mega Lugs	6	ea	\$23.46	\$140.76
4" MJ Gaskets	6	ea	\$3.75	\$22.50
Adjustable Valve Box	2	ea	\$71.00	\$142.00
Sewer Lid	2	ea	\$51.00	\$102.00
Concrete Ring	2	ea	\$15.00	\$30.00
3/4" x 3-1/2" Tee Bolts	28	ea	\$2.26	\$63.28
2" MIPT to Poly Coupling	1	ea	\$64.36	\$64.36
<b>Material Subtotal</b>				<b>\$2,146.29</b>

<b>In-house Equipment</b>				
Description	Qty	Units	Unit Cost	Cost
F-350	6	ea	\$50.43	\$ 302.58
F-450	6	ea	\$63.39	\$ 380.34
F-450	6	ea	\$63.39	\$ 380.34
Trailer	6	ea	\$50.97	\$ 305.82
Excavator	6	ea	\$61.38	\$ 368.28
Cut Saw	6	ea	\$3.64	\$ 21.84
Mud Pump	6	ea	\$5.55	\$ 33.30
<b>Equipment Subtotal</b>				<b>\$ 1,792.50</b>
<b>Administrative Fee</b>				<b>\$ 7,060.01</b>
<b>Infrastructure Cost</b>				<b>\$ 28,240.03</b>
<b>Customer Infrastructure Charge</b>				<b>\$ 35,300.04</b>
<b>Number of connections along route</b>		7 ea		
<b>Infrastructure Cost per connection</b>	\$ 5,042.86	ea		
<b>Infrastructure</b>	\$ 5,042.86			
<b>WW UCF (FY 22)</b>	\$ 3,506.94			
<b>Utility Installed Tap</b>	\$ 650.00			
<b>Locate Fee</b>	\$75.00			
<b>Total Cost to Connect</b>	\$ 9,274.80			
<b>Addresses with available connections</b>	<b>PIN</b>			
511 N. Wilderness Trl.	065964 0020			
520 N. Wilderness Trl.	066020 0260			
524 N. Wilderness Trl.	066020 0265			
530 N. Wilderness Trl.	066030 0000			
531 N. Wilderness Trl.	065970 0000			
540 N. Wilderness Trl.	066040 0280			
541 N. Wilderness Trl.	065980 0000			



**St. Johns County Utility Department****Line Extension Estimate****Address: N. Wilderness Trail****Service Requested: WM Extension****Date: 8/25/2022****Completed by: Gary Pamies/Chad J Smith****External Contractor**

Description	Qty	Units	Unit Cost	Cost
<b>10" HDPE DR-11 Blue Stripe (TB Landmark)</b>	715	lf	\$ 67.54	\$ 48,291.10
<b>8" Wet-Tap (Skinner Horizontal)</b>	1	ea	\$ 550.00	\$ 550.00
<b>External Contractor Subtotal</b>				<b>\$ 48,841.10</b>

**In-House Labor**

Description	Qty	Units	Unit Cost	Cost
Distribution Systems Operator I	10	hrs	\$ 32.18	\$ 321.80
Distribution Systems Operator II	10	hrs	\$ 31.50	\$ 315.00
Distribution Systems Operator II	10	hrs	\$ 31.50	\$ 315.00
Distribution Systems Operator III	10	hrs	\$ 28.04	\$ 280.40
Distribution Coordinator	12	hrs	\$ 35.85	\$ 430.20
Engineer	2	hrs	\$ 50.73	\$ 101.46
Utility Review Specialist	2	hrs	\$ 29.11	\$ 58.22
Construction Technician III	1	hrs	\$ 24.14	\$ 24.14
<b>Labor Subtotal</b>				<b>\$ 1,846.22</b>

**In-House Materials**

Description	Qty	Units	Unit Cost	Cost
8"x 8" Tapping Sleeve	1	ea	\$675.00	\$675.00
8" DR 18 pipe blue	20	lf	\$49.00	\$980.00
10"x 8" MJ reducer	1	ea	\$62.00	\$62.00
8" tapping valve	1	ea	\$821.00	\$821.00
8" MJ 45 elbow	2	ea	\$79.71	\$159.42
10"x 10"x 6" mj tee	1	ea	\$145.00	\$145.00
8" MJ repair sleeve	1	ea	\$140.00	\$140.00
6" MJ valve	1	ea	\$550.00	\$550.00
Fire Hydrant	1	ea	\$2,096.00	\$2,096.00
10" MJ valve	1	ea	\$1,127.00	\$1,127.00
10"x 2" MJ cap	1	ea	\$88.75	\$88.75
10" DR18 pipe	4	lf	\$27.00	\$108.00
Couplin 2" MIPT to Poly	1	ea	\$64.36	\$64.36
Curbstop 2" MIPT to Poly	1	ea	\$225.00	\$225.00
Plastic single meter box	1	ea	\$55.00	\$55.00
6" DR18 pipe blue	10	lf	\$9.13	\$91.30
10" MJ cut in sleeve	1	ea	\$575.00	\$575.00
Adjustable valve box	3	ea	\$71.00	\$213.00
Water lid	3	ea	\$9.00	\$27.00

Concrete ring	3	ea	\$15.00	\$45.00
6" mega lugs	4	ea	\$31.03	\$124.12
8" mega lugs	6	ea	\$46.30	\$277.80
10" mega lugs	8	ea	\$76.00	\$608.00
6" MJ gaskets	4	ea	\$4.88	\$19.52
8" MJ gaskets	6	ea	\$5.73	\$34.38
10" MJ gaskets	8	ea	\$8.27	\$66.16
2" poly pipe blue	6	lf	\$1.82	\$10.92
3/4" x4" tee bolts	130	ea	\$2.26	\$293.80
3/4" x 3-1/2" tee bolts	30	ea	\$2.07	\$62.10
<b>Material Subtotal</b>				<b>\$9,744.63</b>

### In-house Equipment

Description	Qty	Units	Unit Cost	Cost
F-350	12	ea	\$50.43	\$ 605.16
F-450	10	ea	\$63.39	\$ 633.90
F-450	10	ea	\$63.39	\$ 633.90
Utility Trailer	10	ea	\$50.97	\$ 509.70
Excavator	10	ea	\$61.38	\$ 613.80
Cut saw	6	ea	\$3.64	\$ 21.84
Mud pump	6	ea	\$5.55	\$ 33.30

**Equipment Subtotal** \$ 3,051.60

**Administrative Fee** \$ 15,870.89

**Infrastructure Cost** \$ 63,483.55

**Customer Infrastructure Charge** \$ 79,354.44

Number of connections along route 7 ea

Infrastructure Cost per connection \$ 11,336.35 ea

<b>Infrastructure</b>	\$ 11,336.35
<b>WW UCF (FY 22)</b>	\$ 2,177.58
<b>Utility Installed Tap</b>	\$ 450.00
<b>MXU</b>	\$ 135.00
<b>Locate Fee</b>	\$ 75.00
<b>Total Cost to Connect</b>	\$ 14,173.93

Addresses with available connections	PIN
511 N. Wilderness Trl.	065964 0020
520 N. Wilderness Trl.	066020 0260
524 N. Wilderness Trl.	066020 0265
530 N. Wilderness Trl.	066030 0000
531 N. Wilderness Trl.	065970 0000
540 N. Wilderness Trl.	066040 0280
541 N. Wilderness Trl.	065980 0000



EXHIBIT "C"

Line Extension Project Map

