

**RESOLUTION NO. 2023-487**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A UTILITY COST SHARE REIMBURSEMENT AGREEMENT IN THE FORM PROVIDED BETWEEN ST. JOHNS COUNTY, FLORIDA, AND PULTE HOME COMPANY, LLC.**

**WHEREAS**, Pulte Homes Company, LLC (Developer) is the developer of a single-family subdivision known as Rolling Hills PUD; and,

**WHEREAS**, Developer was required to install a 4-inch sewer force main along Rolling Hills Drive. To accommodate utility system regional needs, the County increased the capacity of such utility infrastructure by upsizing the 4-inch main to an 8-inch main.

**WHEREAS**, Developer and County desire to enter into this Agreement to share the construction costs for only the upsize portion of the Cost Share Section, which they agree will be mutually beneficial to both parties.

**WHEREAS**, The County shall reimburse the Developer directly the total amount of \$52,245.40. This amount is the difference of the Contractor's Schedule of Values for the 8-inch force main and the Engineering Estimate for the 4-inch force main.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY**, as follows:

**Section 1.** The above Recitals are hereby incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

**Section 2.** The Board of County Commissioners approves the terms, provisions, conditions, and requirements of this agreement.

**Section 3.** Upon execution by all parties, the Clerk is instructed to file this agreement in its records of St. Johns County, Florida.

**Section 4.** 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 5.** 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 5th day of December, 2023.

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

By:   
Sarah Arnold, Chair

Effective Date: DEC 05 2023

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

Comptroller By:

Crystal Smith Deputy Clerk

Rendition Date: DEC 06 2023



## UTILITY COST SHARE AGREEMENT

**THIS UTILITY COST SHARE REIMBURSEMENT AGREEMENT** (“Agreement”) is entered into by and between **PULTE HOME COMPANY, LLC**, a Florida limited liability company (“Developer”), and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (“County”).

### RECITALS:

- a) Developer is the developer of, and will construct improvements within, a 12.7-acre single-family subdivision known as Rolling Hills PUD, located with the parcel zoned Planned Unit Development pursuant to Ordinance No. 2022-10, recorded in Official Records Book 5495, Page 1113 of the public records of St. Johns County, Florida (“Development”).
- b) For sewer service for the Development, the Developer is required to install approximately 1,590 feet of 4-inch sewer force main along Rolling Hills Drive. To accommodate utility system transmission needs, the County increased the capacity of such utility infrastructure by upsizing the 4-inch main to an 8-inch main. This new 8-inch main is collectively called the “Cost Share Section”. The Cost Share Section has been constructed and will be dedicated to the County in connection with the Development. The precise location of the connection point is more graphically depicted on the attached and incorporated **Exhibit A**. The construction cost estimate and Schedule of Values are included on the attached and incorporated **Exhibit B**.
- c) Developer and County desire to enter into this Agreement to share the construction costs for only the upsize portion of the Cost Share Section, as described in this Agreement and further depicted in Exhibit B, which they agree will be mutually beneficial to both parties. Subject to the terms and conditions provided herein, the County’s share of such costs shall be equal to the construction costs for upsizing 1,590 feet of a sewer force main from 4-inch to 8-inch.

**NOW THEREFORE**, in consideration of the mutual covenants of the parties set forth in this instrument and other good and valuable consideration, the receipt and sufficiency of which is 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 “Cost Share Project” scope as it relates to this Agreement shall be defined as the cost for the upsize portion of the Cost Share Section, which will be mutually utilized and are proposed to be installed between the connection points as depicted in **Exhibit A**. The Cost Share Project shall be constructed as part of the Developer’s overall project to connect the Development to the County utility services.

3. **TERM OF AGREEMENT.** The term of this Agreement shall begin on the date upon which the last party has dated and executed the same (“Effective Date”) and shall expire upon dedication to the County of the facilities installed under the Cost Share Project.
4. **COST SHARE PROJECT FUNDING.** The County shall reimburse the Developer directly the total amount of \$52,245.40, representing the amount of the final cost for the Cost Share Project portion of construction, and does not include the cost of design, construction management, or other miscellaneous costs or expenses, or any portion thereof, not directly related to the Cost Share Project. Upon receipt of payment, the facilities installed under the Cost Share Project shall be dedicated to County for ownership and maintenance.
5. **INDEMNITY.** The Developer shall indemnify, defend and hold the County, its officials, officers, employees, contractors, invitees and agents harmless from all claims (including tort-based, contractual, injunctive and/or equitable), losses (including personal and/or real), liability, damages, injuries, death, costs (including attorneys’ fees), suits, and administrative actions arising out of, or in connection with, the construction of the Cost Share Project. Nothing contained in this Agreement is intended to nor shall be construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statute, as amended, or other applicable statute, or of the County’s sovereign immunity. This provision shall survive the expiration or termination of this Agreement.
6. **RELATIONSHIP OF THE PARTIES.** Developer is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, official, or servant of the County. This Agreement does not and shall not be construed as or constitute an agency, partnership, joint venture or other fiduciary or confidential relationship between the County and the Developer.
7. **NO THIRD-PARTY BENEFICIARIES.** Both the Developer and the County expressly agree that nothing in this Agreement shall be construed to confer or infer third-party beneficiary status or interest to any other person or entity, including not limited to the officers, directors, members, shareholder, and owners of the Developer. Nothing in this Agreement shall be construed to create any contractual relationship between Developer and the Contractor.
8. **AMENDMENTS TO THIS AGREEMENT.** Both the Developer and the County 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. Any change, amendment, modification or revision of this Agreement shall be in writing and shall be executed by duly authorized representatives of both the Developer and the County.
9. **PROCEDURE FOR ACHIEVING ASSIGNMENT.** In light of the scope and rationale for this Agreement, neither the Developer nor the County shall assign, transfer, convey, or sell any of the rights noted in this Agreement, or associated with this Agreement, without



the prior express written approval of the other party, which shall not unreasonably be withheld. The covenants, terms, conditions, provisions, and requirements of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the law 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 exclusively in state court in St. Johns County, Florida.
11. **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.
12. **PERMITS, LICENSES, AND APPROVALS.** To the extent required by all applicable local, state, and federal laws, rules, or regulations, the Developer has or will, at its sole costs and expense, secure and maintain all permits, license, and approvals necessary for construction of the Cost Share Project.
13. **PUBLIC RECORDS.** In accordance with Chapter 119, Florida Statutes, any written documents that are submitted to the County will become the property of the County and will not be returned. All information contained within such documents shall be available for public inspection, except as otherwise provided under Chapter 119, Florida Statutes, or other Applicable Laws. If the Developer claims that any documents provided to the County are exempt from Florida's public records laws, the Developer must identify specifically any information that the Developer considers confidential, proprietary, or trade secret, and the Developer must specifically cite the applicable law creating such exemption. In the event that the County is served with a subpoena or order of a court or agency seeking disclosure of a document identified by the Developer as exempt from disclosure, the County shall notify the Developer and provide the Developer with an opportunity to seek an appropriate protective order or other relief. The County may disclose any document in accordance with a lawful court or agency order, in the event that the Developer fails to obtain a protective order or other appropriate relief barring the disclosure of the Developer's documents.

The parties acknowledge and agree that the provisions below are required to be included in this Contract pursuant to Section 119.0701(2), Florida Statutes. The inclusion of this statement and the provisions below shall not be construed to imply that the Developer has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that the Developer is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statements or provisions are otherwise applicable to the Developer. As stated below, the Developer may contact the County's custodian of public records with questions regarding the application of the public

records law; however, the Developer is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Developer with advice regarding its legal rights or obligations. The County shall provide the Developer with written notice if the name or contact information for the public records custodian changes.

The Developer shall comply with any applicable provisions of the Public Records Law. Pursuant to Section 119.0701, Florida Statutes, the Developer shall:

- a. Keep and maintain public records required by the County to perform the services provided hereunder.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Developer does not transfer the records to the County.
- d. Upon completion of this Agreement, transfer, at no cost, to the County all public records in the possession of the Developer or keep and maintain public records required by the County to perform the service. If the Developer transfers all public records to the County upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

If the Developer fails to comply with the requirements in this Section, the County may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the County within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DEVELOPER SHOULD CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (904) 209-0805, OR E-MAIL AT PUBLICRECORDS@SJCFL.US, OR MAIL AT ST. JOHNS COUNTY**

**ATTORNEY, ATTN: PUBLIC RECORDS CUSTODIAN, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084.**

14. **CONSTRUCTION.** This Agreement is the result of the negotiations among and between the County and the Developer 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.
15. **NOTICES.** Any notice to be given by a party hereto upon another party hereto in connection with this Agreement must be in writing and shall be sent to such other party at its delivery address for notice set forth below (i) by regular U.S. mail, private delivery service or recognized overnight courier, or (ii) by email transmission, addressed to the parties as follows:

If to Developer:  
Pulte Home Company, LLC  
Attn: David Crosby  
12724 Gran Bay Parkway W Suite 200  
Jacksonville, FL 32258

If to County:  
St. Johns County Utility Department  
Attn: Teri Shoemaker  
1205 SR 16  
St. Augustine, FL 32084

16. **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 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: \_\_\_\_\_

**ATTEST: Brandon J. Patty, Clerk of the Circuit  
Court & 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 the County Administrator of St. Johns County, a political subdivision of the State of Florida, on behalf of the County, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Signed, sealed and delivered  
in the presence of:

PULTE HOME COMPANY, LLC

Collin Sheppard  
Print Name: Collin Sheppard

By: David Crosby  
Its: Director Land Development

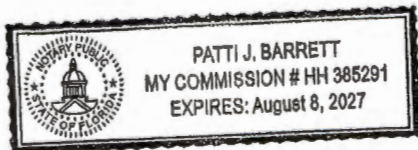
Brunson Shue  
Print Name: Brunson Shue

ATTEST:

By: Patti J. Barrett

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

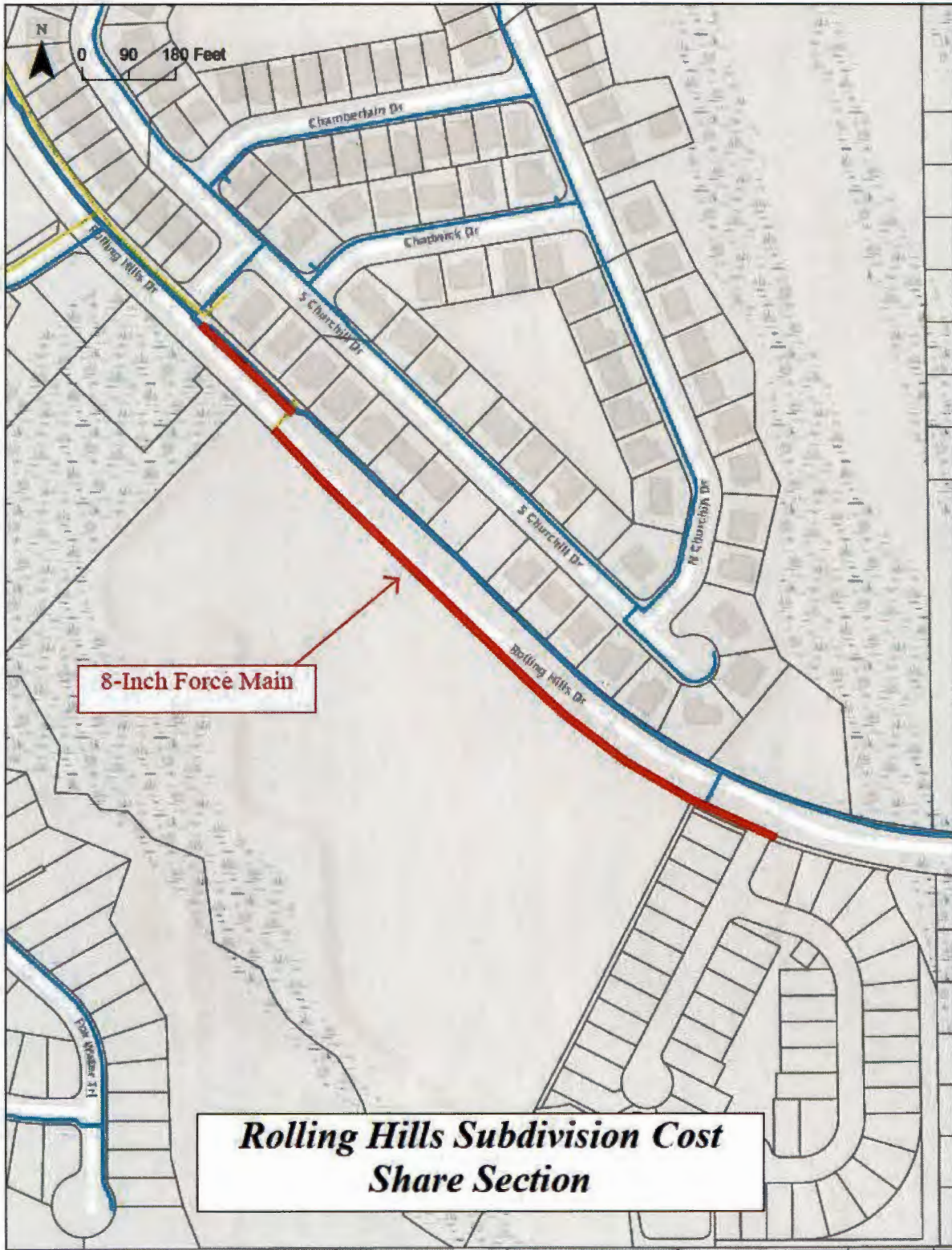
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this day 25<sup>th</sup> of October, 2023, by David Crosby, the Director of Land Development, on behalf of Pulte Home Company, LLC, who  is personally known to me or  has produced \_\_\_\_\_ as identification.



Patti J. Barrett  
Print Name: Patti J. Barrett  
Notary Public, State of FL  
My Commission Expires: 8/08/2027

EXHIBIT "A"

[LOCATION MAP]







[4-INCH FORCE MAIN CONSTRUCTION COST ESTIMATE]



2117 North Temple Avenue • P.O. Box 159, Starke, FL 32091  
Phone (904) 964-2010 • Fax (904) 964-2010

License # CUC067288 & CBC1284712  
Class V Firm # 774750000E2006

September 20, 2023

Pulte Group  
David Crosby

Re: Rolling Hills Subdivision  
Sub: 4" Force Main Pricing

David,

As requested, please find recap below. If you have any questions, please feel free to contact me.

ST. JOHNS COUNTY UTILITY DEPARTMENT ASSET MANAGEMENT SCHEDULE OF VALUES - SEWER				
Project Name:	Rolling Hills Subdivision			
Contractor:	Pipeline Constructors, Inc.			
Developer:	Pulte Group			
	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Force Mains (Size, Type &amp; Pipe Class)</b>				
4" DR18 FM	LF	500	\$ 28.84	\$ 14,420.00
6" SDR11 HDPE	LF	1090	\$ 39.50	\$ 43,055.00
<b>Sewer Valves (Size and Type)</b>				
4" Gate Valve	Ea	2	\$ 2,200.00	\$ 4,400.00
<b>Total Sewer System Cost</b>				<b>\$ 61,875.00</b>

Sincerely,

Marney Best  
Senior Project Manager