

RESOLUTION NO. 2024-165

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 WATER SERVICE TO CYPRESS POINT II; 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 from Cypress Point II property owners for the extension of water service to provide fire protection; 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 to 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.

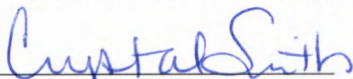
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of April, 2024.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Rendition Date APR 17 2024

By: 
Sarah Arnold, Chair

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

By: 
Deputy Clerk



UTILITY SERVICE AGREEMENT

THIS UTILITY SERVICE AGREEMENT (“Agreement”) is entered into and made effective this ____ day of _____, 2024, 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 Cypress Point II Homeowners Association (HOA) will dedicate the existing private watermains within the community to the County; 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.

The Parties understand, acknowledge, and agree that the County shall not be required to undertake the Project unless and until the existing private watermains within the Cypress Point II subdivision have been timely dedicated or otherwise conveyed to the County by the current owner of such private watermains.

3. **PROJECT FUNDING.** The Owners shall pay to the County directly the “Total Payment Due” set forth in Exhibit “B” and subject to the terms and schedule therein. 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.** 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 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 _____, 2024, 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:

By: _____
Print Name: _____

By: _____
Print Name: _____

OWNERS

By: _____
Print Name: _____

By: _____
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"

A PARCEL OF LAND SITUATED IN SECTION 4, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE N 89°05'50" E, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 1837.51 FEET TO THE EASTERLY LINE OF A 180 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY RIGHT OF WAY; THENCE N 14°32'07" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1870.93 FEET TO THE SOUTHWEST CORNER OF LOT 3, COLONIAL FARMS - UNIT ONE AS RECORDED IN MAP BOOK 15, PAGES 10-13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE N 75°27'53" E, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 460.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE S 86°06'01" E, ALONG THE SOUTH LINE OF SAND PINE LOOP, A 60 FOOT WIDE RIGHT OF WAY AS NOW ESTABLISHED, A DISTANCE OF 63.25 FEET TO THE SOUTHWEST CORNER OF LOT 51 OF SAID COLONIAL FARMS - UNIT ONE AND THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE N 75°27'53" E, ALONG THE SOUTH LINE OF SAID LOT 51, A DISTANCE OF 460.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE S 14°32'07" E, ALONG THE WEST LINES OF LOTS 90 AND 91 OF SAID COLONIAL FARMS - UNIT ONE AND THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1382, PAGE 1954 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 969.93 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE N 89°17'55" E ALONG THE SOUTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1382, PAGE 1954, OFFICIAL RECORDS BOOK 776, PAGE 1893, OFFICIAL RECORDS BOOK 1413, PAGE 1648, OFFICIAL RECORDS BOOK 1780, PAGE 660 AND ALONG THE SOUTH LINE OF CYPRESS POINT II - PHASE II AS RECORDED IN MAP BOOK 36 PAGES 54-60 ALL OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 2,662.09 FEET TO THE EAST LINE OF AFOREMENTIONED SECTION 4; THENCE S 01°22'08" E, ALONG SAID EAST LINE, A DISTANCE OF 1077.83 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE S 89°05'50" W, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 2880.52 FEET; THENCE N 14°32'07" W, DEPARTING LAST SAID LINE, A DISTANCE OF 1977.04 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND SITUATED IN SECTION 4, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE N 89°05'50" E, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 1837.51 FEET TO THE EASTERLY LINE OF A 180 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY RIGHT OF WAY; THENCE N 14°32'07" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1870.93 FEET TO THE SOUTHWEST CORNER OF LOT 3, COLONIAL FARMS - UNIT ONE AS RECORDED IN MAP BOOK 15, PAGES 10-13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE N 75°27'53" E, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 460.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT AND THE POINT OF BEGINNING FOR THE HEREIN

Revised 7/25/2021

DESCRIBED PARCEL; THENCE S 86°06'01" E, ALONG THE SOUTH LINE OF SAND PINE LOOP, A 60 FOOT WIDE RIGHT OF WAY AS NOW ESTABLISHED, A DISTANCE OF 63.25 FEET TO THE SOUTHWEST CORNER OF LOT 51 OF SAID COLONIAL FARMS - UNIT ONE; THENCE S 14°32'07" E, DEPARTING LAST SAID LINE, A DISTANCE OF 1,977.04 FEET TO THE SOUTH LINE OF AFOREMENTIONED SECTION 4; THENCE S 89°05'50" W, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 61.73 FEET; THENCE N 14°32'07" W, DEPARTING LAST SAID LINE, A DISTANCE OF 1982.49 FEET TO THE POINT OF BEGINNING.

Parcel ID # 185890-0020

File # 22101

EXHIBIT “B”

Line Extension Project Payment Terms and Conditions

1. Total Project Cost

Total Project Infrastructure Cost	\$ 356,000
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2. Proportionate Share Contribution (based on 54 lots):

Project Infrastructure Cost*	\$ 6,592.59
SJCUD Water Unit Connection Fee**	\$ 2,438.23
Cost per Lot:	\$ 9,030.82

*The Parties agree that on each October 1st, and at annual intervals until payment of the Total Payment Due, the Proportionate Share Contribution shall be automatically “indexed” by applying to the Proportionate Share Contribution as of the immediately preceding September 30th 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.

**Unit Connection Fees are assessed per Equivalent Residential Connection. The above-estimated fee is for one single-family residence and reflects Fiscal Year 2024 rates. The Parties acknowledge and understand that fees are updated each October 1st and may be updated from time to time as approved by the Board and may include a CPI-U adjustment, as provided by Ordinance 2022-37, Section 35.

EXHIBIT "C"

Line Extension Project Map

