

16

**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

6/6/2023

BCC MEETING DATE

TO: Hunter S. Conrad, County Administrator **DATE:** May 3, 2023

FROM: Colin Groff, Utility Director **PHONE:** 904 209-2703

SUBJECT OR TITLE: Capacity Commitment Agreement for 540 North Wilderness Trail.

AGENDA TYPE: Consent Agenda, Contract, Resolution

BACKGROUND INFORMATION:

The Property Owner of 540 North Wilderness Trail requests to execute a Capacity Commitment Agreement in accordance with Section 15 of the Utility Ordinance to prepay unit connection fees to reserve capacity for the eventual connection of the single-family residence to the County’s water and wastewater system. The Property Owner had also executed and paid fees for the proposed Utility Service Agreement to Extend Water and Wastewater Service along North Wilderness Trail (511 to 541) which was approved under Resolution 2023-41. Staff recommends that the Board approve the Capacity Commitment Agreement as in the best interest of the County, and accept payment from the Property Owner to reserve capacity for future connection to the system.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No
IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:
INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion adopt Resolution 2023-____, approving the terms, conditions, provisions, and requirements of the Capacity Commitment Agreement to reserve capacity for future utility service to 540 North Wilderness Trail; authorizing the County Administrator to execute the agreement on behalf of the County; and authorizing the Utility Department to accept the required payments.

For Administration Use Only:
Legal: BB 5/16/2023 **OMB:** pending **Admin:** Brad Bradley 5/25/2023

RESOLUTION NO. 2023-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF CAPACITY COMMITMENT AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE PROPERTY OWNERS OF 540 NORTH WILDERNESS TRAIL; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 15 of St. Johns County Ordinance No. 2022-37 (“Utility Ordinance”) authorizes St. Johns County (“County”) to enter into Capacity Commitment Agreements to allow property owners to reserve utility service capacity to serve future projects or improvements; and

WHEREAS, Appendix A, Exhibit C of the Utility Ordinance provides the Capacity Commitment Agreement template to utilize for execution when in the best interest of the County, and approved by the Board of County Commissioners; and

WHEREAS, the County has received a request from the Property Owners of 540 North Wilderness Trail to execute a Capacity Commitment Agreement to reserve capacity for the future connection of their single-family residence; and

WHEREAS, the County has determined that it is in the best interest of the County to enter into the Capacity Commitment Agreement and to reserve service capacity for the Property.

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 terms, conditions, provisions, and requirements of the Capacity Commitment Agreement to reserve Potable Water and Wastewater Capacity for future connection of a single-family residence at 540 North Wilderness Trail and authorizes the County Administrator, or designee, to execute the agreement on behalf of the County in substantially the same form and format as attached hereto.

Section 3. The Board of County Commissioners hereby authorizes the County Utility Department to accept the payments provided in the Capacity Commitment Agreement.

Section 4. 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 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 ___ day of _____, 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

ST. JOHNS COUNTY, FLORIDA
CAPACITY COMMITMENT AGREEMENT

Project: 540 North Wilderness Trail Application Fee Paid: \$25.00 (Pd w/ Utility Service Ag)

Owner: Michael & Ann Tyde Date Paid: 12/27/22

File No: North Wilderness W/WW Line Extension - Utility Service Agreement

Plant Name: Sawgrass WTP Service: Water
Plant Name: Players Club WRF Service: Wastewater

ST. JOHNS COUNTY, FLORIDA
CAPACITY COMMITMENT AGREEMENT

This agreement, dated _____, 20__, is entered into by the Board of County Commissioners of St. Johns County, Florida, (Board) and Michael & Ann Tyde Contractor/Developer), to guarantee Contractor/Developer the availability of a specific number of Equivalent Residential Connections (ERCs) pursuant to Section 15 of Ordinance 2022-37, the St. Johns County Utility Ordinance, as it may be amended from time to time (County Utility Ordinance), for the project known as 540 North Wilderness Trail (North Wilderness Trail W/WW Line Extension) (Project), located on property legally described below:

Single Family Residence located at 540 North Wilderness Trail, Ponte Vedra Beach, FL 32082; (PIN 066040 0280)

IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREIN AND PAYMENT OF THE FEES DESCRIBED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. This agreement is based on Contractor's/Developer's Capacity Commitment Application (Application) dated _____, File No. N Wilderness Trail W/WW Line Extension - Utility Service Agreement, which is incorporated by reference and made a part hereof. In accordance with the Application, the Contractor/Developer is hereby guaranteed the availability of ERCs as described below for the Project (committed ERCs):

ERCs

Water 1

Sewer 1

~~[Add the following paragraph, if applicable.]~~

~~Section 2. Contractor/Developer specifically acknowledges by the execution of this agreement that the number of ERCs guaranteed by this agreement is less than the total ERCs approved by the Florida Department of Environmental Protection and/or by St. Johns County for the Project. Contractor/Developer further acknowledges that the County has no obligation under this agreement to provide water and/or sewage treatment capacity above and beyond the number of ERCs designated above.~~

Section 3. Contractor/Developer agrees to pay Two Thousand One Hundred and Seventy-seven and 58/00 dollars (\$2,177.58) for the water ERCs and Three Thousand Five Hundred and Six and 94/00 dollars (\$3,506.94) for the sewer ERCs for a total of Five Thousand Eight Hundred and Nine and 52/00 dollars (\$5,809.52) to St. Johns County (County) at the time this agreement is executed, or shall make satisfactory arrangements for extended payments pursuant to Section 25 of the County Utility Ordinance, which payments represent the Unit Connection Fees, or portion thereof, assessed pursuant to Section 25 of the County Utility Ordinance. The payment covers only the committed ERCs described above and may represent only a portion of the total Unit Connection Fees due on the Project.

Section 4. Upon payment of the amount stated above, or satisfactory arrangements for extended payments, Contractor/Developer has the right to connect to the County water and/or sewer system. This provision shall not be interpreted to require Contractor/Developer to connect to the County water and/or sewer system within 12 months.

Section 5. However, if Contractor/Developer has not connected the committed ERCs in the Project prior to 12 months from the date of this Agreement; or, if connections have been made, but the physical development or vertical construction of the project has not proceeded to such an extent that the committed ERCs can practicably be used, then, in either event, Contractor/Developer shall pay water and/or sewer reserved capacity fee at the fixed minimum annual rate in effect at that time, per committed and unconnected or unused ERC

Section 6. Pursuant to Sections 15 and 16 of the County Utility Ordinance, this agreement may be terminated by the County and the ERC/EICs canceled without reimbursement of Unit Connection Fees or any other payments required by this agreement and/or Reserved Capacity Fees set forth above. The procedures set forth in Section 16 of the County Utility Ordinance shall govern any action under this paragraph.

Section 7. Any notices or correspondence related to this agreement shall be addressed as follows:

For the County:

Director of Utilities
P.O. Drawer 3006
St. Augustine, FL 32085

For the Contractor/Developer:

Michael and Ann Tyde
540 Wilderness Trail North
Ponte Vedra Beach, FL 32082

Section 8. This agreement shall be executed in duplicate, and shall not be effective until it is approved by the Board.

Attest:

Board of County Commissioners
of St. Johns County, Florida

Clerk

By: _____
Its

Date: _____

Jim R. Shoemaker
Witness
Address 1205 SR 16
St Augustine, FL 32080

Contractor/Developer/OWNER
By: Michael S. Tyde Ann M Tyde
Its

Wittbold
Witness
Address 1205 SR 16
St Augustine, FL 32080

(Corporate Seal)

Date: 4/21/23