

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, AUGUST 03, 2021 – 7:00 PM



Anyone wishing to address the city council regarding any topic on this agenda is requested to complete a card available at the city clerk's desk. Speakers are respectfully requested to limit their comments to three (3) minutes.

The city council prohibits the use of cell phones and other electronic devices which emit an audible sound during all meetings with the exception of law enforcement, fire and rescue or health care providers on call. Persons in violation may be requested to leave the meeting

AGENDA

Invocation & Pledge of Allegiance to the Flag - **Pastor Patrick Martin, Russell Baptist Church**

Roll Call

Mayor to call on members of the audience wishing to address the Council on matters not on the Agenda.

PUBLIC HEARINGS

1. First Reading of Ordinance No. O-06-2021, an ordinance requesting to rezone property from Agriculture / Industrial (County) to Planned Unit Development for the Ayrshire Development on land owned by Gustafson's Cattle, Inc., approximately 560.52 acres on CR 15 A, a portion of 016515-000-00. **Michael Daniels**

CONSENT AGENDA

All matters under the consent agenda are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Backup documentation and staff recommendations have been previously submitted to the city council on these items.

2. City Council approval of, and authorization for the Mayor to execute, Disbursement Request #3 which includes Contractor's Pay Request #2 for Williams Industrial Services, LLC, in the amount of \$459,854.82 (already paid) and Mittauer & Associates Invoice # 21289 in the amount of \$8500.00, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420. **Scott Schultz**
3. City Council approval of funding in the amount of \$125,038.65 to Gresco for electrical materials for inventory and the Magnolia Point reconductor project. **Scott Schultz**
4. City Council approval of the FY 2021 Revenues and Expenditures Report and the Quarterly Investment Report for the period ending June 30, 2021. **Marlena Guthrie**

- [5.](#) City Council approval of Magnolia Point Reconductor Phase 1- Council authorization to award Heart Utility with Phase 1 of installing the backbone feeder for the reconductor project at Magnolia Point in an amount not to exceed \$300,000. *Andy Yeager*
- [6.](#) City Council approval to pay Invoice # 1 and # 2 to SPX Transformer Solutions in the total amount of \$977,105.00 for the purchase of Chapman Transformer #3. *Andy Yeager*
- [7.](#) City Council approval of Pay Application #6 to Terry's Electric for Chapman Substation Construction Improvements in the amount of \$114,950.00, leaving a balance of \$184,126.80 in contract number LC 2020-17 in the total amount of \$879,086.00. *Andy Yeager*

COUNCIL BUSINESS

- [8.](#) FMPA - August 2021 *Bob Page*
- [9.](#) Lien Reduction Request For 704 Governors Cir *Ben Plourd*
- [10.](#) Lien Reduction Request For 402 Roberts St. *Ben Plourd*
- [11.](#) Lien Reduction Request For 115 St. Johns *Ben Plourd*
12. City Manager and City Attorney Reports and/or Correspondence/Executive Summary Reports.
13. City Council Reports and/or Correspondence.

Adjournment

The City Council meets the first and third Tuesday of each month beginning at 7:00 p.m., unless otherwise scheduled. Meetings are held in City Hall at 321 Walnut Street. Video and audio recordings of the meetings are available in the City Clerk's Office upon request.

City may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the City Council meetings can be obtained from the City Clerk's office. The Meetings are usually recorded, but are not transcribed verbatim for the minutes. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, if available, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

Persons who wish to appeal any decision made by the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The City is not responsible if the in-house recording is incomplete for any reason.

ADA NOTICE

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 5:00 p.m. on the day prior to the meeting.

PUBLIC PARTICIPATION:

Pursuant to Section 286.0114, Florida Statutes, effective October 1, 2013, the public is invited to speak on any "proposition" before a board, commission, council, or appointed committee takes official action regardless of whether the issue is on the Agenda. Certain exemptions for emergencies, ministerial acts, etc. apply. This public participation does not affect the right of a person to be heard as otherwise provided by law.

EXPARTE COMMUNICATIONS

Oral or written exchanges (sometimes referred to as lobbying or information gathering) between a Council Member and others, including staff, where there is a substantive discussion regarding a quasi-judicial decision by the City Council. The exchanges must be disclosed by the City Council so the public may respond to such exchanges before a vote is taken.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** August 3, 2021
FROM: Michael Daniels, AICP, Planning & Zoning Director
SUBJECT: Request to rezone property from Agriculture / Industrial (County) to Planned Unit Development for the Ayrshire Development on land owned by Gustafson's Cattle, Inc., approximately 560.52 acres on CR 15 A, a portion of 016515-000-00

PROPERTY DESCRIPTION

APPLICANT: Ellen Avery-Smith, Esq. of Rogers Tower, PA **OWNER:** Gustafson's Cattle, Inc.

PROPERTY LOCATION: CR 15 A

PARCEL NUMBER: 016515-000-00

FILE NUMBER: 202100301

CURRENT ZONING: Agriculture (County) / Industrial Select (County)

FUTURE LAND USE DESIGNATION: Rural Fringe (County) / Industrial (County) to Residential Low Density (City)

SURROUNDING LAND USE

NORTH: **FLU:** Recreation
Z: Recreation
Use: Undeveloped

SOUTH: **FLU:** Industrial (County)
Z: Heavy Industrial (County)
Use: Industrial / Undeveloped

EAST: **FLU:** Industrial (County)
Z: Heavy Industrial (County)
Use: Industrial

WEST: **FLU:** Rural Residential / Commercial / Agriculture (County)
Z: Agricultural Residential / Commercial (County)
Use: Single Family Homes, Commercial, Undeveloped

BACKGROUND

DEVELOPMENT DESCRIPTION:

The applicant, Ellen Avery Smith Esq, of Rogers Tower PA has submitted an annexation request for 560.52 acres on behalf of her client, D.R. Horton, as part of their contractual agreement to purchase the property from the current owner Gustafson's Cattle Inc. The property is located on the east side of CR 15A, west of

the railroad tracks, south of Green Cove Avenue, and north of Jersey Avenue. The applicant has also submitted a large-scale Future Land Use request to Residential Low Density and a site-specific Future Land Use Policy. The Future Land Use requests were approved for state transmittal on May 18th by City Council and transmitted to the Florida Department of Economic Opportunity on May 27th. The state has reviewed the submittal and identified no comment related to adverse impacts to state resources facilities. State agency review is included within your packet. Both cases as well as the annexation will be taken to City Council for final adoption/approval in August. The schedule of the public hearing dates with City Council is set forth in the table below:

Project Type	City Council
Annexation 2 nd Reading	8/17/2021
Future Land Use Map / Site Specific Adoption	8/17/2021
Zoning -- PUD	8/3 & 8/17/2021
163 Development Agreement	TBD

The site is located within the City's Electric Service Boundary. It will be served by the City's electric and sanitation services and by the Clay County Utility Authority for water and sewer.

The site historically was used as a dairy farm. The dairy farm is no longer in service, and the property has been allowed to go fallow. The property is heavily wooded with a combination of hardwood and invasive species. A large L-shaped wetland is located in the south-central portion of the property. This request is a large-scale Future Land Use Amendment which, if transmitted by City Council, shall be reviewed by the Department of Economic Opportunity prior to City Council action on adoption.

The applicant is proposing the development of 2,100 single family homes with two access points off of CR 15 A. The applicant is also proposing to build a 4-lane roadway to connect across the City property to the north and build a bridge across the railroad tracks to the east to connect to US 17. The City property to the north was bought by the City using Florida Forever Funds to develop a regional park facility. As a result, the applicant and the City are in discussions with the Florida Department of Environmental Protection (FDEP) to conduct a Land Exchange to exchange property from the Gustafson site so that a roadway can be constructed. A maximum of 231 single family units can be developed if the Land Exchange is not granted by FDEP. The applicant is also proposing a minimum of 27.8625 acres of park land within the development. This includes a minimum of a 10-acre park that will be open to the public. In addition, the applicant has agreed to pay a \$400 per dwelling unit park dedication fee to be used for capital improvements for parks throughout the City, as well as agreed to pay for the construction of a police substation, which is included in the draft developer's agreement. The project is expected to be fully built out in 20 years.

The Planning and Zoning Commission unanimously approved the PUD with staff conditions on July 27, 2021.

Public Notice

Staff advertised per the requirements of the Land Development Regulations (Sec. 101-351) by sending letters to surrounding property owners within 300', placing a legal ad in the Clay Today, and posting a Public Hearing Notice sign on the property, all approximately 10 days prior to the hearing.

Compliance with Land Development Code

Section 117-421

All proposed development requesting to be reviewed as a planned unit development shall provide the following information on the application for development approval:

1. The application for approval of a proposed development shall indicate that the development approval is requested as a planned unit development.

Analysis of Consistency: This application requests to rezone the project site from to a Planned Unit Development (PUD).

2. The application shall clearly show the calculation allowed by the future land use map per type of land use category and the calculation of the land use by type in the proposed development.

Analysis of Consistency: The total acreage for the project site is ± 560.62 acres. This application requests to rezone the entire project site to PUD. The applicant has also applied to amend the FLUM concurrent with this PUD Rezoning application. The companion application will amend the FLU designation for the site from Institutional to Residential Low Density 0->4 du/ac. Based on the proposed Residential Low Density FLU designation, a maximum of 2,242 residential units could be achieved on the project site.

3. The application shall indicate the benefit to the city for allowing the planned unit development. The benefits may include:
 - a. Permit a compact approach to the development of land such that units are clustered allowing for a larger percentage of parks and environmental sensitive areas to remain undisturbed.

Analysis of Consistency: This application will allow the development of land in a manner that is compatible with the surrounding neighborhood by provide large buffer areas but allow for flexibility in lot widths and residential type. The PUD Rezoning will increase the variety in the City's housing types and will potentially increase the variety in the City's market rate housing prices.

- b. Accomplish a more desirable environment than would be possible through the strict application of minimum requirements of the land development code;

Analysis of Consistency: Specific development standards / density controls are proposed for this PUD which will allow for the flexibility of development in terms of not requiring attached or detached garages for each dwelling unit. Such as allowing narrower public rights of way and lot width, so that additional units can be built but at the same allowing for greater tree preservation and buffering against adjacent property owners.

- c. Provide for an efficient use of land, resulting in smaller networks of utilities and streets;

Analysis of Consistency: Specific development standards / density controls are proposed for this PUD which will allow for the flexibility of development in terms of not requiring attached or detached garages for each dwelling unit. Such as allowing narrower public rights of way and lot width, so that additional units can be built but at the same allowing for greater tree preservation and buffering against adjacent property owners.

- d. Enhance the appearance of neighborhoods through preservation of natural features, the provision of underground utilities and the provisions of recreation areas and open space;

Analysis of Consistency: The proposed PUD Rezoning will allow for the development of undeveloped property with construction. Elevations of the proposed residential structures are provided in the materials included in the PUD Written Description. Development consistent with these elevations will ensure compatibility with the appearance of the neighborhood. Tree preservation and tree planting will be required to ensure the environmental and aesthetic quality of the neighborhood will be preserved and enhanced.

- e. Provide an opportunity for new approaches to ownership

Analysis of Consistency: The proposed development of this site allows for more housing options and a wider variety of single-family detached homes and attached homes.

- f. Provide an environment of stable character compatible with surrounding residential areas; and

Analysis of Consistency: This application requests the development of single family detached and attached homes on the subject property. The proposed residential units are compatible with surrounding residential development.

- g. Retain property values over the years.

Analysis of Consistency:

The proposed development will bring new residents into the City helping to preserve the community fabric in this neighborhood and retain property values into the future.

4. The application for development approval must comply with all requirements of the land development code.

Analysis of Consistency: As outlined in this application and the companion SsCPA application, the proposed PUD rezoning complies with all requirements of the Land Development Code.

Consistency with Comprehensive Plan

The applicant proposes to amend the FLUM Designation from the County's Rural Fringe and Industrial to RLD, Residential Low Density, on the subject property. The following Comprehensive Plan Elements have Goals, Objectives, and Policies (GOPs) that support the proposed amendment to the Future Land Use Map of the City of Green Cove Springs Comprehensive Plan:

- Future Land Use Element
- Transportation Element
- Housing Element
- Sanitary Sewer, Solid Waste, Drainage, Potable Water and Aquifer Recharge Element
- Conservation Element

Staff finds the application consistent with the Comprehensive Plan and the Goals, Objectives, and Policies (GOPs) therein. A more detailed discussion, including consistency statements, of the specific goals, objectives, and policies is provided below.

FUTURE LAND USE ELEMENT

Goal 1

To develop and maintain land use programs and activities to provide for the most appropriate use of the land and direct growth to suitable areas while protecting the public, health, safety and welfare.

Analysis of Consistency: The City of Green Cove Springs has had a growing need for housing as the population grows and the city develops. While new housing in the form of in-fill development has been ongoing, a large boon of housing would not be feasible with the current land area within the municipal limits. The annexation of the presently undeveloped proposed property will allow for an appropriate use of the land, which extends an existing residential area of town further southward. This will be done while simultaneously protecting or mitigating for important natural resources on-site, as well as accounting the health, safety, and welfare of future citizens / residents. The proposed development is consistent with this goal.

Policy 1.1.1

All land use decisions shall be consistent with the Conservation Element and require the analysis and/or coordination of the following:

- a. Size of development;
- b. Relationship and compatibility of proposed development with the adjacent and surrounding land uses;
- c. Compatibility and suitability of soils and topography for drainage and septic systems;
- d. Relationship to wetlands and floodplains; and
- e. Impact on adopted levels of service.

Analysis of Consistency: The proposed development will be required to meet the City's comprehensive plan and land development regulation requirements, which will ensure the size of the development is reasonable and works with the land, the development is compatible with surrounding land uses, the soils and topography are suitable for drainage systems, and the property maintains a positive relationship with wetlands maintained on-site. Adopted levels of services will be maintained throughout the construction of the development.

Policy 1.1.3

Development in the Conservation areas must be permitted by the Department of Environmental Protection, and all applicable local, state, and federal agencies, prior to receiving final approval by the City.

Analysis of Consistency: The applicant is already in discussions with the appropriate agencies to ensure the land is developed in the best manner possible and conserved lands are maintained in good conditions, not impacted by development.

Objective 1.2.1

The City shall ensure that development orders are conditioned upon the provision of essential facilities and services which meet the established Level of Service (LOS) standards and necessary to serve the proposed development by reviewing each site plan/development proposal to ensure compliance with concurrency and do not go beyond LOS threshold.

Analysis of Consistency: The property currently is undeveloped. Adopted levels of services will be maintained throughout the construction of the development.

Objective 1.2.2

The City shall continue its policy for mandatory sewer and water hookups for new development.

Analysis of Consistency: As part of the subdivision approval of this project, the development will be required to connect to CCUA's water and sewer facilities.

Policy 1.5.1

Planned Unit Developments shall be encouraged to control growth and design.

Analysis of Consistency: The applicant has presently submitted a voluntary annexation request and future land use amendment, but in the future will be submitting a Planned Unit Development rezoning application, which will allow for innovation in design as well as protection of natural resources.

TRANSPORTATION ELEMENT

Objective 2.3 Review of Proposed Development

All future development shall be reviewed to ensure that the adopted the level of service standards is met and that the development is consistent with applicable land development regulations and supports the Future Land Use Map.

Analysis of Consistency: The City and the applicant are working together to ensure the project will be consistent with and maintain adopted level of service standards, through review of a Traffic Study.

Objective 2.8

Site Development Traffic Circulation: The City shall require that all major developments and planned unit developments provide a circulation system which: provides adequate access to the major roadway network; provides for sound design of local and collector streets within such development; provides for the development of multi-use trails, and otherwise provides for the objectives and policies of the Land Use and Transportation Plan.

Analysis of Consistency: The proposed project will be designed in accordance with City requirements for circulation, access, and connectivity. The applicant is considering providing a trail throughout the proposed subdivision to connect CR 15A to US Highway 17, which will be wide enough to support public safety and encourage pedestrian activity through the subdivision.

Policy 2.10.4

The City shall review development consistent with the standards in the land development regulations to assure that adequate provisions exist for the bicycle and pedestrian.

Analysis of Consistency: As discussed above, the City is working with the applicant to ensure adequate provisions will be made for bicycles and pedestrians.

HOUSING ELEMENT

GOAL 3

The City of Green Cove Springs shall make provisions for adequate and affordable housing that meets the physical and social needs of all segments of the current and future population of the City.

Analysis of Consistency: This application would allow up to 2,242 dwelling units to be added to the housing market and will increase the variety of housing options within the City for its residents. The proposed lot sizes will also potentially increase the variety of market rate prices within the City.

Objective 3.1: Adequate and Affordable Housing

The City shall continue to assist the private sector in providing dwelling units of various types, sizes, and costs to meet the housing needs of the current and future residents and residents with special housing needs.

Analysis of Consistency: This application permits a maximum of 2,242 residential units, supporting this objective to provide dwelling units of various types, sizes, and costs.

Objective 3.2: Substandard Housing Conditions

The City shall conserve the quality of the existing housing stock and work to reduce the number of substandard housing units each year.

Analysis of Consistency: This application will allow for the development of new residential units, consistent with this objective.

SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER, AND AQUIFER RECHARGE ELEMENT

Policy 4.4.1

The City's land development regulations shall require review of all proposed development to ensure adequate retention/detention of stormwater runoff to maintain surface water quality, to encourage percolation, and reduce impacts to drainage canals, surface water, and groundwater. The City shall require proof of obtaining the appropriate drainage and stormwater permits and approvals from the DEP, SJRWMD and Army Corps of Engineers, prior to issuing development permits. No development shall be allowed to degrade surface water quality below the standards set forth in Chapter 40C-42, F.A.C. and Chapter 17-25, F.A.C.

Analysis of Consistency: The applicant is already working with and will continue to work with required agencies to ensure surface water quality is maintained, and drainage / stormwater are appropriately handled to best protect the environment and ensure public health and safety.

CONSERVATION ELEMENT

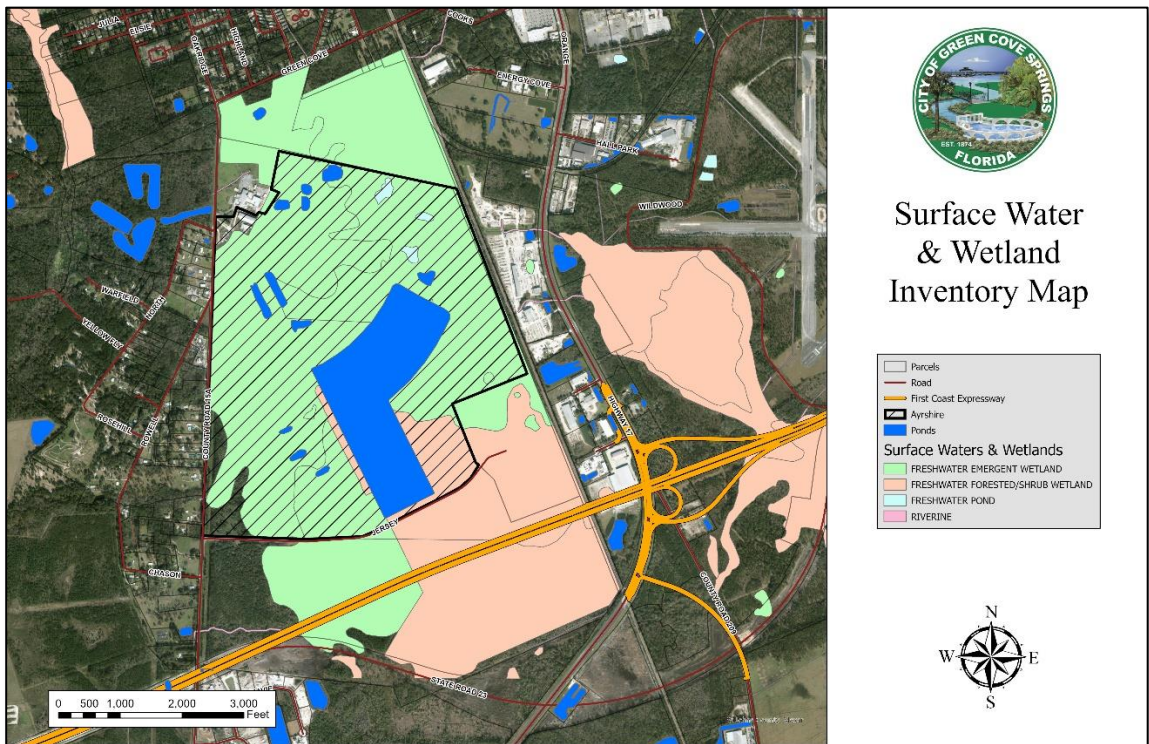
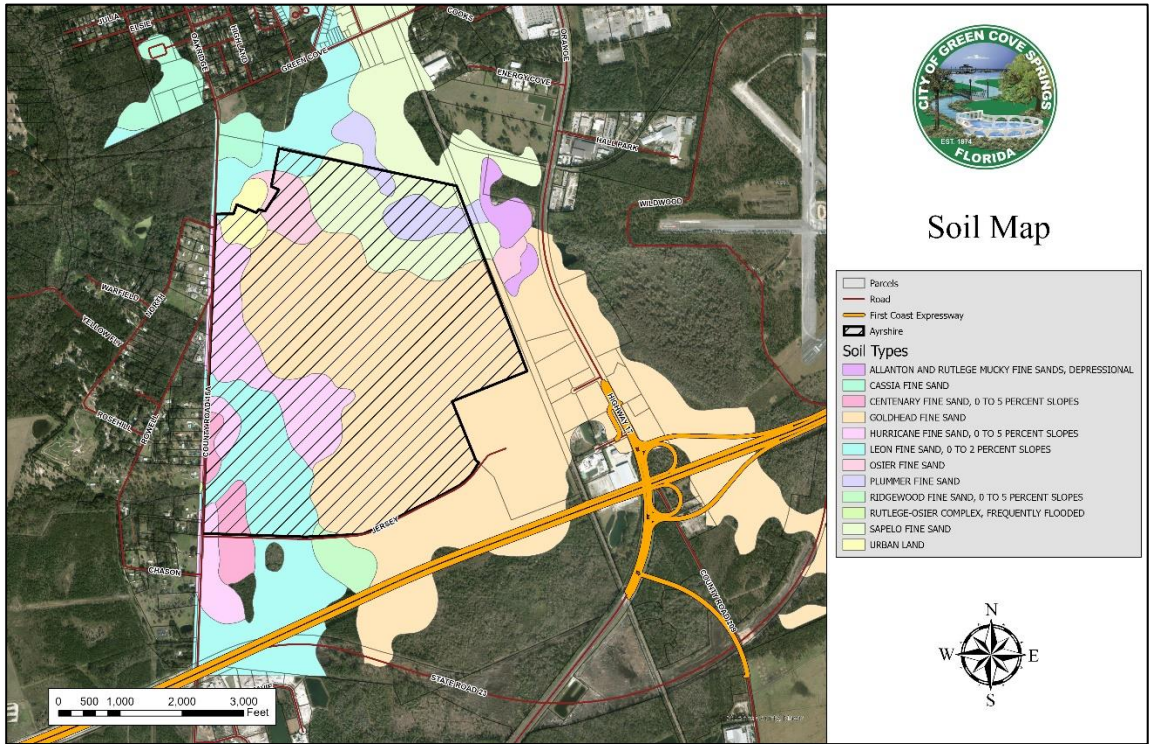
GOAL 5

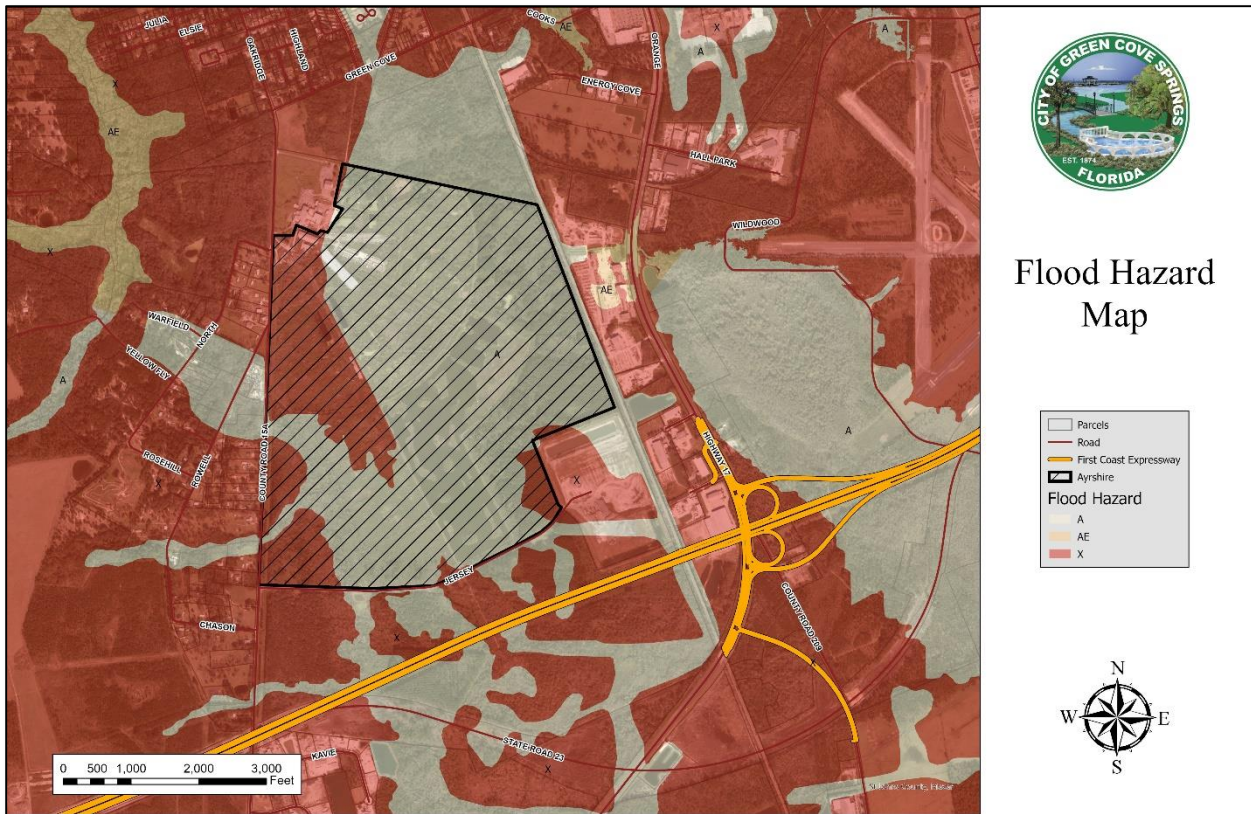
The City of Green Cove Springs shall conserve, utilize, and protect its natural resources to ensure that adequate resources are available for future generations.

Analysis of Consistency: The applicant hired Carter Environmental Services to provide an Environmental Report which is included within the packet. The report identifies the environmental processes that will have to be followed in order to move forward with the development of this property. The City, and designated state agencies will work together to ensure the protection of natural resources during development. Portions of the land will be retained as open space for visual enjoyment and conservation purposes.

Environmental Conditions Analysis

Maps of Environmental Features





Wetlands

According to the National Wetlands Inventory, most of the property is a Freshwater Emergent Wetland with a small portion being a Freshwater Forested/Shrub Wetland. The developer has hired Carter Environmental Services who has delineated the wetlands on the property. The developer shall be required to secure all required permit from the Florida Department of Environmental Protection and the St John's River Water Management District prior to development approval

Soils

There are currently 8 types of soils located onsite:

- Goldhead Fine Sand, which encompasses most of the site, is a poorly drained soil;
- Hurricane Fine Sand is a gently sloping, somewhat poorly drained soil;
- Sapelo Fine Sand is a gently sloping, poorly drained soil;
- Leon Fine Sand is a gently sloping, poorly drained soil;
- Plummer Fine Sand is a gently sloping, poorly drained soil;
- Centenary Fine Sand is a gently sloping, moderately well drained soil;
- Urban Land is an unranked soil;
- Ridgewood Fine Sand is a gently sloping, somewhat poorly drained soil;

All new development shall be required to meet the stormwater management requirements of the St John's Water Management District.

Flood Zones

According to the FEMA Flood Map Service Center, the project site is located primarily within FEMA Flood Zone A, which has a 1% annual chance of flooding and is within the 100-year floodplain. A small portion on the western edge of the property within FEMA Flood Zone X, which is outside the 100-year floodplain.

Wellfield Protection Zone

The project site is not located within or adjacent to a wellfield protection zone.

Historic Structures and Markers

There are no historic structures or markers found on the site.

Public Facilities Impact

Traffic Impacts

Land Use ¹ (ITE)	Dwelling Units/SF	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Maximum Development Potential Based on Existing FLU							
Single Family Residential (ITE 210)*	540*	9.57	5,168	.75	405	1.01	545
Light Industrial**	4,143,863**	6.97	28,883	.92	3,812	.97	4,020
Total	-	-	34,051	-	4,217	-	4,565

*Based on maximum density for Rural Fringe Future Land Use Designation and Industrial Park Future Land Use designation.

**Based on maximum square footage for in the Industrial Park Future Land Use Designation.

Land Use ¹ (ITE)	Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Proposed							
Single Family Residential (ITE 210)	2,100	9.57	21,456	.75	1,681	1.01	2,264
Total	-	-	21,456	-	1,681	-	2,264

1. Source: Institute of Transportation Engineers: Trip Generation Manual 8th Edition

Conclusion: The proposed Future Land Use Amendment would result in a decrease of potential traffic at the subject property as set forth in the above traffic impact table. A traffic study for 2,100 single family residential units has been submitted and is being reviewed by City staff and the Florida Department of Transportation (FDOT) pursuant to the City's Traffic Study Guidelines that all roadway facilities shall operate at the required Level of Service as set forth in the Comprehensive Plan.

Potable Water & Sanitary Sewer Impacts

Potable Water and Sanitary Sewer will be provided by the Clay County Utility Authority (CCUA). CCUA provides water and wastewater services to most residents within the unincorporated county, as well as some

local municipalities and a portion of Bradford County. According to their 2017 Evaluation and Appraisal Report, Clay County determined the regional facilities serving the county are capable of meeting projected demand through 2040.

Potable Water Impacts

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	34,000,000
Less Actual Water Flows	11,900,000
Projected Potable Water Demand from Proposed Project ¹	653,100

1. Source: Clay County 2040 Comprehensive Plan Exhibit C Community Facilities Element. Formula Used: 2100 dwelling units x 311 gallons per day

Conclusion: The project shall be served by the Clay County Utility Authority (CCUA). CCUA has adequate capacity for the proposed demand. The City has approved an agreement with CCUA to provide temporary service for up to 300 units until such time as CCUA has the facilities in place to serve the development.

Sanitary Sewer Impacts

System Category	Gallons Per Day (GPD)
Projected Wastewater Demand from Proposed Project ²	585,900

1. Source: Clay County 2040 Comprehensive Plan Exhibit C Community Facilities Element. Formula Used: 2100 dwelling units x 279 gallons per day

Conclusion: The project shall be served by the Clay County Utility Authority (CCUA). CCUA shall add an additional phase to the Governor's Park Plant to serve this development. The City has approved an agreement with CCUA to provide temporary service for up to 300 units until such time as CCUA has the facilities in place to serve the development.

Recreation Impacts

The Developer will be required to provide 5 acres of Recreational Space per 1,000 persons projected. Assuming the property is developed with the maximum number of single-family dwellings allowed per the proposed future land use, 2,100 units, with 2.65 persons per dwelling unit, the minimum required Recreational Space the developer would need to provide would be 27.825 acres.

Solid Waste Impacts

System Category	LBs Per Day / Tons per Year
Solid Waste Generated by Proposed Project ¹	44,520 lbs. / 8,124.9 tons
Solid Waste Facility Capacity ²	Minimum 3 Years Capacity

1. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (2100 dwelling units x 2.65 persons per dwelling unit x 8 lbs. per day)

2. Source: Clay County Comprehensive Plan

Conclusion: The City of Green Cove Springs' solid waste is disposed of at the Rosemary Hill Solid Waste Management Facility operated by Clay County. Per the Clay County Comprehensive Plan, a minimum of three (3) years capacity shall be maintained at the County's solid waste management facility. The estimated impacts from the proposed development are not expected to negatively impact the City's adopted LOS or exceed the County solid waste management facility's capacity.

Public School Facilities Impact

Conclusion: The School District of Clay County has provided a school capacity determination, which is included in this packet. The report shows that there is no capacity for Elementary Schools and partial capacity for Junior High Schools with the School Concurrency Service Areas.

STAFF RECOMMENDATION

Staff recommends approval of the first reading of Ordinance O-06-2021 for form and legality, the proposed rezoning from Agriculture/Industrial (County) to PUD for 560.62 acres for the Ayrshire Development (a portion of parcel # 016515-000-00) subject to the following conditions:

1. Shall be subject to the requirements of the site-specific Future Land Use policy set forth in Ordinance O-04-2021.
2. No more than 231 residential dwelling units may be constructed prior to the construction, approval and dedication of a four-lane roadway connecting the subject property to US 17 or an updated traffic study that shows the removal of the US Highway 17 connection shall be reviewed and approved by the City.
3. The Developer's Agreement stipulating the provision and improvements for agreed upon payments for public facilities shall be approved at such time as the traffic study mitigation requirements have been determined through the Intersection Control Evaluation (ICE) Procedure administered by the Florida Department of Transportation. No additional development order can be issued until such time as the Developer's Agreement is approved by City Council.

Motion to approve the first reading of Ordinance O-06-2021 for form and legality, to rezone the Ayrshire Development (a portion of parcel #016515-000-00) subject to the following conditions:

1. Shall be subject to the requirements of the site-specific Future Land Use policy set forth in Ordinance O-04-2021.
2. No more than 231 residential dwelling units may be constructed prior to the construction, approval and dedication of a four-lane roadway connecting the subject property to US 17 or an updated traffic study that shows the removal of the US Highway 17 connection shall be reviewed and approved by the City.
3. The Developer's Agreement stipulating the provision and improvements for agreed upon payments for public facilities shall be approved at such time as the traffic study mitigation requirements have been determined through the Intersection Control Evaluation (ICE) Procedure administered by the Florida Department of Transportation. No additional development order can be issued until such time as the Developer's Agreement is approved by City Council.

ORDINANCE NO. O-06-2021

AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA REZONING ±560.52 ACRES OF PROPERTY LOCATED EASTERLY OF OAKRIDGE AVENUE / COUNTY ROAD 15A; IDENTIFIED AS A PORTION OF TAX ID # 016515-000-00 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, and SHOWN IN EXHIBIT “B” FROM AGRICULTURAL (COUNTY) AND INDUSTRIAL (COUNTY) TO PUD – PLANNED UNIT DEVELOPMENT, SPECIFICALLY DESCRIBED IN EXHIBIT “C”; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

RECITALS

WHEREAS, an application for a site-specific amendment to the Official Zoning Map, as described below, has been filed with the City by Ellen Avery-Smith, Esq., of Rogers Tower, PA, (“Agent”) on behalf of Gustafson’s Cattle, Inc., (“Owner”); and

WHEREAS, the Owner desires to obtain approval for a Planned Unit Development (“PUD”) in the City known as Ayrshire Planned Unit Development (“PUD” or “Project”); and

WHEREAS, the Owner wishes to construct the Project, consisting of a 2,100-unit single family attached and detached subdivision, on a portion of 016515-000-00, for which the legal description is attached hereto as Exhibit “A” and is herein referred to as the “Property”; and

WHEREAS, a duly advertised quasi-judicial public hearing on the proposed amendment was conducted on July 27, 2021 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA) and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and

WHEREAS, the City Council considered the recommendations of the LPA at duly advertised quasi-judicial public hearings on August 3, 2021 and August 17, 2021 and provided for and received public participation; and

WHEREAS, the City Council has determined and found said application for the amendment, to be consistent with the City of Green Cove Springs Comprehensive Plan and Land Development Regulations; and,

WHEREAS, for reasons set forth in this Ordinance that is hereby adopted and incorporated as findings of fact, that the Green Cove Springs City Council finds and declares that the enactment of this amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA AS FOLLOWS:

Section 1. Findings of Fact and Conclusions of Law.

1. The above recitals are true and correct and incorporated herein by reference.
2. The proposed site-specific amendment to the Official Zoning Map is consistent with the Comprehensive Plan and Land Development Regulations.
3. The amendment will not cause a reduction in the adopted level of service standards for transportation, potable water, sanitary sewer, solid waste, stormwater, recreation, or public schools.

Section 2. Official Zoning Map Amended. The Official Zoning Map is hereby amended for newly annexed property from the County's Industrial and Agricultural designations to Planned Unit Development, PUD, for a portion of Tax Parcel 38-06-26-016515-000-00, in accordance with the legal description found in Exhibit "A" and map found in Exhibit "B" attached hereto and incorporated herein.

Section 3. Development Parameters. The development shall follow the parameters set forth in the PUD Written Description found in Exhibit "C" and the Conceptual Map found in Exhibit "D" attached hereto and incorporated herein.

Section 4. Ordinance to be Construed Liberally. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Green Cove Springs, Florida.

Section 5. Repealing Clause. All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 6. Severability. It is the declared intent of the City Council of the City of Green Cove Springs that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of the ordinance after the exclusions of such part or parts shall be deemed to be valid.

Section 7. Effective Date. This Ordinance shall be effective upon its passage and adoption on the second and final reading.

INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 3RD DAY OF AUGUST 2021.

FLORIDA

CITY OF GREEN COVE SPRINGS,

Edward R. Gaw, Mayor

ATTEST:

Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY
COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA,
THIS 17th DAY OF AUGUST 2021.**

FLORIDA

CITY OF GREEN COVE SPRINGS,

Edward R. Gaw, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION:

January 08, 2021

Work Order No. 21-008.00

File No. 127E-39.00A

Ayrshire North Re-Zoning

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 1545, page 513 of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Easterly right of way line of County Road 15A, (South Oakridge Avenue), a 100 foot right of way as presently established with the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established; thence Southerly along said Easterly right of way line and along the arc of a curve concave Westerly having a radius of 1959.86 feet, through a central angle of 14°47'09”, an arc length of 505.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 05°15'37” East, 504.36 feet; thence South 02°07'57” West, continuing along last said Easterly right of way line, 1331.79 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203 of said Public Records and the Point of Beginning.

From said Point of Beginning, thence Easterly and Northeasterly along the Southerly and Southeasterly boundary of last said lands, the following 12 courses: Course 1, thence South 88°31'42” East, departing last said Easterly right of way line, 282.59 feet; Course 2, thence North 21°17'17” East, 161.55 feet; Course 3, thence South 68°42'43” East, 287.10 feet; Course 4, thence South 58°52'43” East, 32.90 feet; Course 5, thence South 37°48'54” East, 22.40 feet; Course 6, thence North 70°53'31” East, 15.20 feet; Course 7, thence North 34°14'49” East, 52.23 feet; Course 8, thence South 88°17'22” East, 94.17 feet; Course 9, thence North 31°43'31” East, 427.82 feet; Course 10, thence North 73°46'32” West, 158.11 feet; Course 11, thence North 13°06'51” East, 477.10 feet; Course 12, thence North 10°55'57” East, 142.00 feet to a point lying on the Southwesterly line of those lands described and recorded as Parcel “A” in Official Records Book 3316, page 1098 of said Public Records; thence South 77°06'26” East, along last said line, 2932.48 feet to the Northwest corner of those lands described and recorded in Official Records Book 3855, page 1391 of said Public Records; thence Southerly along the westerly line thereof, the following 3 courses: Course 1, thence South 21°54'49” East, 3242.16 feet; Course 2, thence South 68°05'09” West, 1307.43 feet; Course 3, thence South 21°54'51” East, 1003.87 feet to a point lying on the Northerly line of an Access and Maintenance Easement as described and recorded in Official Records Book 3855, page 1394 of said Public Records; thence Westerly along said Northerly line, the following 26 courses: Course 1, thence South 37°01'31” West, 149.07 feet to the point of curvature of a curve concave Northwesterly having a

radius of 955.00 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of $16^{\circ}37'06''$, an arc length of 276.99 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $45^{\circ}20'05''$ West, 276.02 feet; Course 3, thence South $67^{\circ}24'13''$ West, along a non-tangent line, 105.10 feet; Course 4, thence South $53^{\circ}45'05''$ West, 12.16 feet; Course 5, thence South $13^{\circ}14'26''$ West, 24.72 feet; Course 6, thence South $63^{\circ}07'28''$ West, 859.11 feet; Course 7, thence North $26^{\circ}52'32''$ West, 5.00 feet; Course 8, thence South $63^{\circ}07'28''$ West, 382.73 feet; Course 9, thence North $26^{\circ}52'32''$ West, 31.65 feet; Course 10, thence South $63^{\circ}07'28''$ West, 74.60 feet; Course 11, thence South $26^{\circ}52'32''$ East, 36.65 feet; Course 12, thence South $63^{\circ}07'28''$ West, 102.14 feet to the point of curvature of a curve concave Northerly having a radius of 955.00 feet; Course 13, thence Westerly along the arc of said curve, through a central angle of $22^{\circ}47'15''$, an arc length of 379.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $74^{\circ}31'05''$ West, 377.32 feet; Course 14, thence South $85^{\circ}54'43''$ West, 731.91 feet; Course 15, thence North $04^{\circ}05'17''$ West, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 250.00 feet; Course 16, thence Westerly along the arc of said curve, through a central angle of $05^{\circ}44'03''$, an arc length of 25.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $88^{\circ}46'45''$ West, 25.01 feet; Course 17, thence North $88^{\circ}21'14''$ West, 61.78 feet; Course 18, thence North $19^{\circ}49'14''$ West, 8.30 feet; Course 19, thence North $55^{\circ}44'57''$ West, 30.16 feet; Course 20, thence South $67^{\circ}18'10''$ West, 29.23 feet; Course 21, thence South $07^{\circ}09'24''$ West, 17.00 feet; Course 22, thence North $88^{\circ}21'14''$ West, 362.37 feet; Course 23, thence South $01^{\circ}38'46''$ West, 5.00 feet; Course 24 thence North $88^{\circ}21'14''$ West, 800.00 feet; Course 25, thence North $01^{\circ}38'46''$ East, 10.00 feet; Course 26, thence North $88^{\circ}21'14''$ West, 355.52 feet to a point lying on the aforementioned Easterly right of way line of County Road 15A; thence North $02^{\circ}07'57''$ East, along last said Easterly right of way line, 5150.65 feet to the Point of Beginning.

Containing 560.52 acres, more or less.

EXHIBIT “C” --- PUD Written Description

Ayrshire Planned Unit Development



City of Green Cove Springs, Florida

March 22, 2021
Revised April 5, 2021
Revised June 28, 2021
Revised July 9, 2021
Revised July 21, 2021

Team Roster

Owners:

Gustafson's Cattle, Inc.
P.O. Box 600337
Jacksonville, Florida 32260

Applicant:

D.R. Horton, Inc. – Jacksonville
Bob Porter, Anthony Sharp, John Gislason
4220 Race Track Road
St. Johns, Florida 32259
(904) 421-4612

Land Planning/Civil Engineering:

Dunn & Associates, Inc.
Vince Dunn, David Taylor
8647 Baypine Road, Suite 200
Jacksonville, Florida 32256
(904) 363-8916

Transportation:

Chindalur Traffic Solutions, Inc.
Rajesh Chindalur
8833 Perimeter Park Boulevard, Suite 103
Jacksonville, Florida 32216
(904) 619-3368

Legal:

Rogers Towers, P.A.
Ellen Avery-Smith, Esq.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
(904) 825-1615

Exhibit List:

- Exhibit "A" – Legal Description of the Property
- Exhibit "B" – Conceptual Development Plan
- Exhibit "C" – Collector Road Typical Section
- Exhibit "D" – Typical Landscape Plan

A. Development Summary

This application proposes to rezone approximately 561 acres (the “Property”) from Agriculture (AG) and Industrial Select (IS) (Clay County) to Planned Unit Development (PUD) in the City of Green Cove Springs. The Property is owned by Gustafson’s Cattle, Inc. and is under contract for purchase by D.R. Horton, Inc. – Jacksonville (the “Applicant”). A legal description of the Property is attached as **Exhibit “A”**.

The requested PUD rezoning application is a companion to applications to annex the Property into the City of Green Cove Springs and to change the Future Land Use Map designation from Industrial and Rural Fringe (Clay County) to Residential Low Density in the City. The PUD is consistent with the proposed City Future Land Use Map (“FLUM”) designations set forth in the City of Green Cove Springs Comprehensive Plan.

The Property is located east of County Road 15A, north and west of U.S. Highway 17 and south of the current corporate limits of Green Cove Springs. The City owns a vacant regional park site to the north of the Property. The rest of the Property is surrounded by industrial and residential lands, some of which are developed and others are vacant.

The Applicant will provide roads, utilities, parks and other infrastructure to serve the Property. A majority of the on-site wetlands will be preserved and set aside to enhance the natural attributes of the site.

Unless specified otherwise in this PUD text and the PUD ordinance approving the same, the project will comply with applicable provisions of the City of Green Cove Springs Land Development Code (the “Code”).

B. The Property

The Property includes approximately 561 acres. Wetlands will be delineated pursuant to requirements of the St. Johns River Water Management District (“District”) and Florida Department of Environmental Protection (“FDEP”), and any proposed wetland impacts will be permitted by the District and Corps. A conceptual site plan for the Property is illustrated on the Conceptual Development Plan attached as **Exhibit “B”**.

C. Residential Development

The Property will include a maximum of 2,100 residential units, which will include single-family and townhome dwellings. No more than 30 percent of the residential units will be townhomes. Approximately 462 acres of the Property are developable.

The Property will also include parks and other recreational areas to serve the proposed residential development. Temporary construction offices and trailers, and essential services including roads, water, sewer, gas, telephone, stormwater management facilities, radio, television and electric and cellular communication towers will be permitted within residential portions of the project.

D. Non-residential Development

There will be no non-residential development within the Property except for uses ancillary to the residential development described in Section C hereof.

E. Site Development Criteria

1. Residential Criteria

a. Single-Family Residential:

1. Setbacks: The minimum building setbacks are as follows:

- a. A minimum of 50 feet from the right-of-way of County Road 15A and 20 feet from the primary internal access road labeled Jersey Avenue on the Conceptual Development Plan.
- b. Lot setbacks are: Front Yard: 20 feet from face of garage, 15 feet from front facade of house; 10 feet on Corners (with no vehicular access from Corner front yard)

Rear Yard: 10 feet

Side Yard: 6.5 feet for 43-foot-wide lots; 5 feet for all other lots

2. Building height: Buildings shall not exceed 35 feet in height.

3. Minimum lot size: 4,300 square feet.

4. Minimum lot width: 43 feet. No more than 50 percent of lots within the Project will be 43 feet wide. All other lots will be a minimum of 50 feet wide.

5. Maximum impervious surface ratio: 40 percent for the Property (the entire PUD).

6. Maximum lot coverage by buildings: 60 percent per Lot.

7. Density: There are approximately 561 acres designated for residential use within the Property. The Residential Low Density Future Land Use designation of the Property allows a maximum density of four (4) units per acre. The proposed density of 3.75 units per acre is consistent with the requirements for the Residential Low Density Future Land Use category set forth in the Green Cove Springs Comprehensive Plan.

8. Parking: Each residence will have two (2) parking spaces. Single-family homes will have enclosed garages that are a minimum of 200 square feet (10 feet by 20 feet). Recreational vehicles, boats and trailers shall not be parked in front yards, or in the minimum required side yards and shall be screened from view. The Applicant shall record a homeowners' association

(“HOA”) declaration of restrictive covenants against title to the Property that limits parking to one side of the street.

2. Townhome Criteria

a. Setbacks: The minimum building setbacks are as follows:

1. A minimum of 50 feet from the right-of-way of County Road 15A and 20 feet from the primary internal access road labeled Jersey Avenue on the Conceptual Development Plan.
2. Lot setbacks are: Front Yard: 15 feet
Rear Yard: 10 feet
Side Yard: 10 feet from property lines, 0 feet for interior lots with common wall lines, minimum 20 feet of separation between buildings

b. Building height: Townhome buildings shall not exceed 45 feet in height.

c. Minimum lot size: 1,200 square feet

d. Minimum lot width: 15 feet.

e. Maximum impervious surface ratio: 40 percent for the Property (the entire PUD).

f. Maximum lot coverage by buildings: 75 percent per townhome parcel.

g. Density. See Section E.1.a.7 for residential density calculation.

h. Parking: Townhome units will have two (2) parking spaces per unit. The townhome area shall also include one (1) guest parking space for each four (4) dwelling units.

3. Signage. On-site signs shall be permitted within the Property. Project signage shall meet the applicable requirements of Code Sections 125-13 and 125-14 except as follows:

- a. At each project entrance along County Road 15A, the Applicant shall be permitted one (1) ground sign, with a maximum of 32 square feet of advertising display area. These signs will not exceed 12 feet in height. The generation locations of these signs will be depicted on applicable construction plans. Project signs may be lighted or illuminated. The Applicant may construct a fence, masonry wall or berm or install landscaping and/or vegetation (or provide a combination thereof) to compliment the entrance feature.
- b. Construction and/or advertising signs shall be allowed as on-site temporary signs. Such signs must be removed within 30 days after the last unit is sold. The signs may be two (2) sided with each face limited to 16 square feet.
- c. Various locational, directional, model home and traffic control signs shall be allowed on site to direct traffic and for identification of sales offices, recreation areas, etc. Such signs will be a maximum of six (6) square feet in size.

G. Infrastructure

1. Drainage: A master stormwater management system shall be owned, constructed and maintained by a homeowners' association ("HOA") or a community development district ("CDD"). The stormwater management system will be constructed in accordance with the requirements of the City of Green Cove Springs and the St. Johns River Water Management District, including the construction of pond sides that slope gently into the ponds for safety purposes. The City shall have no responsibility for the ownership, operation or maintenance of stormwater ponds located within the Property, and the HOA or CDD will assume responsibility for all issues related to maintenance and operation of such ponds. The HOA or CDD shall have the right, but not the obligation, to install fences around some or all stormwater ponds within the Property; provided, however, that if pond slopes exceed 4:1, the HOA or CDD will be required to install fencing around applicable ponds. Final HOA or CDD documents will be submitted with the final plat application. The conceptual master stormwater plan for the entire PUD shall be approved prior to the City's approval of the first final plat.

2. Site Access: Vehicular access within the Property connects off-site to County Road 15A and U.S. Highway 17 in the locations depicted on the Conceptual Development Plan. The primary site access collector road will be constructed in accordance with the typical section attached as **Exhibit "C"**. In the event the primary site access collector road is not connected to U.S. Highway 17, the Applicant will provide an updated traffic study that removes the U.S. Highway 17 connection prior to the City's approval of a plat containing the 231st lot within the Property. Following completion of such traffic study, the City and the Applicant will negotiate in good faith a transportation proportionate share agreement, pursuant to Section 163.3180(5)(h), Florida Statutes, to address roadway improvements needed to mitigate for project traffic impacts. Streets interior to the project shall be publicly dedicated. Traffic calming techniques, including but not limited to raised intersections, traffic circles and shared multi-modal spaces, will be encouraged.

3. Pedestrian Circulation: An eight (8)-foot multi-use path shall be provided along one side of the primary access collector road from U.S. 17 (if the PUD is connected to U.S. 17) to County Road 15A (including east of the railroad track). No sidewalk shall be provided on the other side of such collector road. Internal project pedestrian circulation will be provided via sidewalks on one side of internal streets. No sidewalks will be provided on the other side of internal streets. Sidewalks shall be five (5) feet in width and shall be provided on one side of residential streets. Sidewalks will connect to all project park sites. Any sidewalks constructed along County Road 15A shall be six (6) feet in width, to the extent there is right-of-way adequate for six (6)-foot sidewalks.

4. Parks, Open Space and Recreational Facilities: The project will provide a minimum of five (5) acres of parks for every 1,000 residents, per Comprehensive

Plan Policy 6.3.4. The project will be presumed to have 2.65 residents per unit for the purposes of calculating park requirements under this PUD. Based on this calculation, the project will provide a minimum of 27.825 acres of parks. The Applicant, its successors and assigns, will provide recreational facilities which may include an amenity center, swimming pool, playgrounds, tot lots, pickleball courts, dog parks, walking trails, multi-purpose trails and others to serve the community. The project will include an approximately ten (10)-acre passive park located adjacent to the large pond in the central portion of the Property that contains bird rookeries (the “**Passive Park**”). The Passive Park will be owned by a community development district and will be available for use by Ayrshire residents and members of the public. The Passive Park will contain walking trails and an observation tower overlooking the rookeries.

5. Solid Waste Collection: Solid waste collection will be provided by the City.
6. Utilities: All utilities within the Project shall be underground, to the extent feasible. As part of the subdivision approval of this project, Ayrshire will extend Green Cove Springs water and wastewater facilities to the initial phase of the development. Subsequent phases will be served by CCUA once its new water and wastewater plants are completed. The Applicant will submit an underground electric layout for the project to the City for approval prior to final Construction Improvement Plan approval.
7. Transportation Systems: All transportation systems will comply with applicable provisions of City Code Chapter 113, Article II, Division 2, except for (a) the primary access collector road, for which the typical section is attached as Exhibit “C”; (b) roadways will be designed with a minimum 45-foot paved radius for cul-de-sacs, with a minimum 50 feet of right-of-way and with a ten (10)-foot utility easement; and (c) except as otherwise set forth in this PUD ordinance and its exhibits.

H. Buffering and Landscaping

1. Perimeter Buffer: A natural or landscaped buffer a minimum of 30 feet wide shall be located along the perimeters of the Property, except that the buffer along County Road 15A shall be 95 feet wide (will include existing electric and other utility easements and a minimum 20 feet of natural or landscaped area) and the buffer along the railroad line and adjacent to the property owned by Martin Marietta shall be 100 feet wide. The Applicant will be permitted to construct sidewalks within the perimeter buffer, in the general locations depicted on the Conceptual Development Plan. Buffer areas will be owned and maintained by an HOA or CDD.
2. Landscaping. A typical landscape plan for the Property is attached hereto as Exhibit “D”. Tree mitigation and landscaping will comply with applicable provisions of Code Chapter 113, Article VI. Street trees for all roadways, including the north

side of Jersey Avenue, shall comply with applicable provisions of City Code Section 113-244. Parking lots that contain more than 10 parking spaces shall meet applicable landscape requirements of City Code Section 113-246. Parking areas with ten (10) or fewer spaces will be required to provide a minimum of one (1) canopy tree, as defined by City Code, a minimum of 2.5 inches diameter breast height (“dbh”) at the time of planting, which will be planted in an area a minimum size of 200 square feet. Such tree shall be irrigated through the establishment period. The Applicant will provide tree surveys for portions of the Property subject to development with the filing of construction plans for such areas. Such tree surveys shall show all existing trees 12 inches dbh or larger and shall detail which of such trees are proposed to be saved and removed. No tree surveys will be provided for areas of the Property that will remain undisturbed. A canopy tree of a minimum 2.5 inches dbh at the time of planting shall be planted on each single-family lot prior to the City’s issuance of a certificate of occupancy. Such trees shall be irrigated through the establishment period.

3. Upland Buffers: An averaged 25-foot natural vegetative upland buffer shall be required and maintained between developed area and contiguous wetlands. The 25 feet shall be measured from the State jurisdictional wetland line.

I. Temporary Uses

Ten (10) percent of the homes within the PUD may be constructed as model homes with approved construction plans. The model homes may be built during construction of the infrastructure and may be used for sales, administration and construction offices. The City will not issue certificates of occupancy for model homes until related infrastructure construction has been completed; cleared for service and accepted by all permitting agencies, including the City. Parking for the model homes and sales offices will be located within the driveway or adjacent lot. Model homes will be required to meet applicable building code requirements for business occupancy. Development of the site and construction of the improvements will require temporary uses such as construction trailers, sales offices, temporary signage and temporary access. Temporary construction and sales trailers will be removed no later than 30 days following the issuance of a certificate of occupancy for the last home constructed on the Property. The Applicant shall be permitted to erect temporary on-site construction and real estate signage on the Property.

J. Accessory Uses

Standard residential accessory uses will be allowed within the residential building areas of the site, including but not limited to decks, swimming pools, patios, air conditioning units, walkways and sidewalks.

Accessory uses such as private garages/mother-in-law suites and storage buildings; home occupations in compliance with applicable provisions of City Code Section 117-789; model homes; guardhouses; air conditioning units and related heating/cooling units; swimming pools and pool equipment; fences, walls or hedges; gazebos and other open-air structures; boardwalks, docks, and other similar uses shall be permitted within the

Property. Accessory uses shall comply with the applicable development criteria set forth in Section E of this PUD text.

The following criteria will apply to mother-in-law suites:

1. The unit shall be accessory to and on the same property as a single-family dwelling unit.
2. The unit shall be developed in conjunction with or after development of the principal dwelling unit and the owner of the property must reside within either the principal or the accessory dwelling unit.
3. Not more than one (1) accessory dwelling unit per single-family residential lot is permitted.
4. No accessory dwelling unit shall be sold separately from the principal dwelling unit. The accessory dwelling unit and the principal dwelling unit shall be located on a single lot or parcel, or on a combination of lots or parcels.
5. The air-conditioned floor area of the accessory dwelling unit shall not exceed 50 percent of the air-conditioned floor area of the principal structure, The accessory dwelling unit shall be no less than 200 square feet of air-conditioned floor area.
6. The unit shall meet the site development criteria specified in Section E of this PUD text.
7. The unit shall be designed so that the exterior façade material is similar in appearance (material and color) of the existing principal structure.
8. A minimum of one (1), but not more than two (2) parking spaces shall be provided for the accessory dwelling unit, in addition to the spaces required for the principal dwelling unit.
9. Construction of the accessory dwelling unit, in combination with all structures on the property, shall not cause the maximum lot coverage of this PUD to be exceeded.
10. The accessory dwelling unit shall be serviced by centralized water and wastewater.
11. An accessory dwelling unit shall be treated as a townhome unit for impact fees.

K. Project Phasing

The project will be constructed in one (1), 20-year phase. Construction will be commenced by 2024 and shall be completed by December 31, 2044. For purposes of this PUD, “commencement” shall mean securing approved construction drawings. “Completion” shall be defined as the installation of horizontal infrastructure and City approval of as-builts.

L. Ownership Agreement

The Applicant, on behalf of itself and its successors and assigns, hereby agrees and stipulates to proceed with the proposed development in accordance with the PUD ordinance for this application as adopted by the Green Cove Springs City Council. The Applicant also agrees to comply with all conditions and safeguards established by the City of Green Cove Springs with respect to this Planned Unit Development application.

Ayrshire PUD - Exhibit "A"

Legal Description of the Property

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 1545, page 513 of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Easterly right of way line of County Road 15A, (South Oakridge Avenue), a 100 foot right of way as presently established with the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established; thence Southerly along said Easterly right of way line and along the arc of a curve concave Westerly having a radius of 1959.86 feet, through a central angle of 14°47'09", an arc length of 505.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 05°15'37" East, 504.36 feet; thence South 02°07'57" West, continuing along last said Easterly right of way line, 1331.79 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203 of said Public Records and the Point of Beginning.

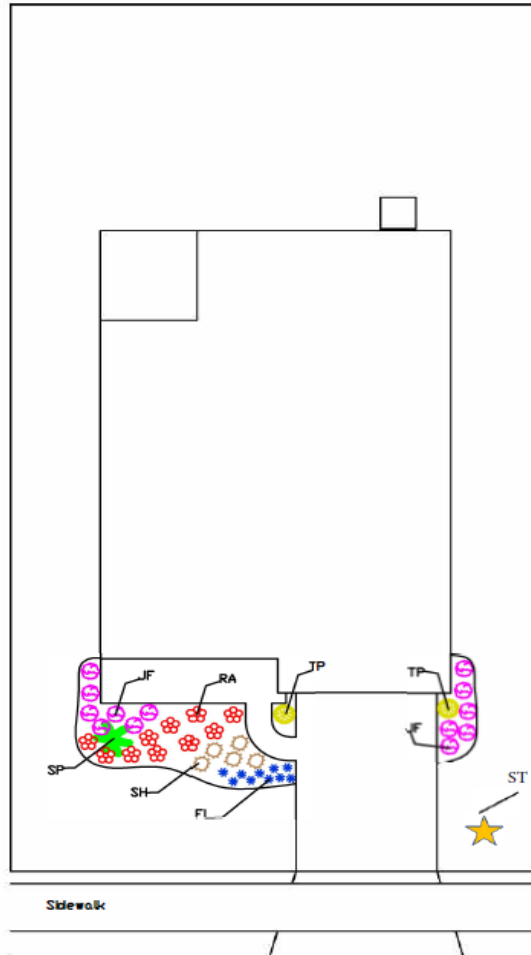
From said Point of Beginning, thence Easterly and Northeasterly along the Southerly and Southeasterly boundary of last said lands, the following 12 courses: Course 1, thence South 88°31'42" East, departing last said Easterly right of way line, 282.59 feet; Course 2, thence North 21°17'17" East, 161.55 feet; Course 3, thence South 68°42'43" East, 287.10 feet; Course 4, thence South 58°52'43" East, 32.90 feet; Course 5, thence South 37°48'54" East, 22.40 feet; Course 6, thence North 70°53'31" East, 15.20 feet; Course 7, thence North 34°14'49" East, 52.23 feet; Course 8, thence South 88°17'22" East, 94.17 feet; Course 9, thence North 31°43'31" East, 427.82 feet; Course 10, thence North 73°46'32" West, 158.11 feet; Course 11, thence North 13°06'51" East, 477.10 feet; Course 12, thence North 10°55'57" East, 142.00 feet to a point lying on the Southwesterly line of those lands described and recorded as Parcel "A" in Official Records Book 3316, page 1098 of said Public Records; thence South 77°06'26" East, along last said line, 2932.48 feet to the Northwest corner of those lands described and recorded in Official Records Book 3855, page 1391 of said Public Records; thence Southerly along the westerly line thereof, the following 3 courses: Course 1, thence South 21°54'49" East, 3242.16 feet; Course 2, thence South 68°05'09" West, 1307.43 feet; Course 3, thence South 21°54'51" East, 1003.87 feet to a point lying on the Northerly line of an Access and Maintenance Easement as described and recorded in Official Records Book 3855, page 1394 of said Public Records; thence Westerly along said Northerly line, the following 26 courses: Course 1, thence South 37°01'31" West, 149.07 feet to the point of curvature of a curve concave Northwesterly having a radius of 955.00 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of 16°37'06", an arc length of 276.99 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 45°20'05" West, 276.02 feet; Course 3, thence South 67°24'13" West, along a non-tangent line, 105.10 feet; Course 4, thence South 53°45'05" West, 12.16 feet; Course 5, thence South 13°14'26" West, 24.72 feet; Course 6, thence South 63°07'28" West, 859.11 feet; Course 7, thence North 26°52'32" West, 5.00 feet; Course 8, thence South 63°07'28" West, 382.73 feet; Course 9, thence North 26°52'32" West, 31.65 feet; Course 10, thence South 63°07'28" West, 74.60 feet; Course 11, thence South 26°52'32" East, 36.65 feet; Course 12, thence South 63°07'28" West, 102.14 feet to the point of curvature

of a curve concave Northerly having a radius of 955.00 feet; Course 13, thence Westerly along the arc of said curve, through a central angle of $22^{\circ}47'15''$, an arc length of 379.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $74^{\circ}31'05''$ West, 377.32 feet; Course 14, thence South $85^{\circ}54'43''$ West, 731.91 feet; Course 15, thence North $04^{\circ}05'17''$ West, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 250.00 feet; Course 16, thence Westerly along the arc of said curve, through a central angle of $05^{\circ}44'03''$, an arc length of 25.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $88^{\circ}46'45''$ West, 25.01 feet; Course 17, thence North $88^{\circ}21'14''$ West, 61.78 feet; Course 18, thence North $19^{\circ}49'14''$ West, 8.30 feet; Course 19, thence North $55^{\circ}44'57''$ West, 30.16 feet; Course 20, thence South $67^{\circ}18'10''$ West, 29.23 feet; Course 21, thence South $07^{\circ}09'24''$ West, 17.00 feet; Course 22, thence North $88^{\circ}21'14''$ West, 362.37 feet; Course 23, thence South $01^{\circ}38'46''$ West, 5.00 feet; Course 24 thence North $88^{\circ}21'14''$ West, 800.00 feet; Course 25, thence North $01^{\circ}38'46''$ East, 10.00 feet; Course 26, thence North $88^{\circ}21'14''$ West, 355.52 feet to a point lying on the aforementioned Easterly right of way line of County Road 15A; thence North $02^{\circ}07'57''$ East, along last said Easterly right of way line, 5150.65 feet to the Point of Beginning.

Containing 560.52 acres, more or less.

Ayrshire PUD - EXHIBIT "D"
Typical Landscape Plan

Typical Landscape Plan			
KEY	COMMON NAME	SIZE	QNTY.
TP	Topiary	15 Gallon	2
SP	Sabal Palm	15 Gallon	1
JF	Jack Frost Ligustrum	3 Gallon	13
RA	Fashion Azalea	3 Gallon	10
SH	Miss Shillers Viburnum	3 Gallon	5
FL	Flax Lilly	1 Gallon	10
ST	Shade Tree	2.5 Diameter	1



1.00 1	DRAWING	DATE	REVISED DATE	<p>This drawing and all information herein are the property of Southern Scapes, Inc. and may not be used or copied without written consent of said corporation.</p>	<p>D.R. HORTON</p> <hr/> <p>LANDSCAPE PLANTING PLAN</p>	
-----------	---------	------	--------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------	--

AYRSHIRE DEVELOPMENT AGREEMENT

THIS AYRSHIRE DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into on this ____ day of _____, 2021, by and between **D.R. HORTON, INC. – JACKSONVILLE**, a Delaware corporation (the “**Applicant**”), and the **CITY OF GREEN COVE SPRINGS**, a municipal corporation organized and existing under the laws of the State of Florida (the “**City**”). City, and Applicant may sometimes be referred to herein, collectively, as the “**Parties**.”

A. The Applicant attests and warrants that it is the contract purchaser of the property described in **Exhibit “A”** attached hereto and incorporated herein by this reference, which is located within unincorporated Clay County, Florida (the “**Property**”), and that Philip A. Fremento, as the Division President of Applicant, is authorized to execute all binding documents on behalf of Applicant.

B. The Applicant has applied to voluntarily annex the Property into the City pursuant to Section 171.044, Florida Statutes, and Ordinance No. 0-02-2021.

C. The Property is proposed to be given a Future Land Use Map (“**FLUM**”) designation of Residential Low Density. The Property is proposed to be zoned to Planned Unit Development (the “**PUD**”) and will be developed in accordance with these applicable future land use and zoning designations.

D. The Applicant desires to develop a residential project to be called Ayrshire on the Property, with a maximum of 2,100 single-family and townhome residential units (the “**Development**”).

E. The Applicant will construct certain public roadway, utility and other improvements, both on the Property and off-site, to mitigate for impacts of the Development, as set forth herein.

F. The Applicant and the City desire to enter into this Agreement to provide for the provision of certain site improvements that will benefit the Development and the public.

G. This Agreement is consistent with the City Charter, the City 2025 Comprehensive Plan and the City Land Development Code, as well as, with provisions of Chapter 163, Florida Statutes, Chapter 166, Florida Statutes, Chapter 187, Florida Statutes, Article VIII, Section 2(b), Constitution of the State of Florida and other applicable law and serves a public purpose.

H. The City has determined that the requirements of Section 163.3231, Florida Statutes, have been met in that:

- i. The City has adopted a local Comprehensive Plan that is in compliance.
- ii. The proposed development of the Property is consistent with the City of Green Cove Springs 2025 Comprehensive Plan, including the Future Land Use Map.
- iii. This Agreement constitutes a binding commitment on the part of the Applicant, its successors and assigns, to develop the Property consistent with the Comprehensive Plan and applicable provisions of the City of Green Cove Springs Land Development Code (the “**City Code**”).

I. The following is the Public Facility Schedule applicable to the development of the Property through the thirty (30) years of this Development Agreement, to 2051:

- i. Transportation. Transportation capacities will be provided by the City or other agency as set forth in its regulations and Capital Improvement Program, as amended from time to time, and in compliance with the provisions of this Agreement and the respective responsibilities of the parties.
- ii. Potable Water and Sanitary Sewer. The Clay County Utility Authority (the “**CCUA**”) will provide adequate water and wastewater service to the Property in accordance with local government development orders and interlocal agreements that have been and will be issued for development of the Property from time to time. The Applicant will construct water and sewer line extensions necessary to serve the Property, as well as other improvements in compliance with the provisions of this Agreement and the respective responsibilities of the parties.
- iii. Solid Waste. The City will provide solid waste disposal to the Property through its solid waste collection franchisee.
- iv. Drainage. Concurrently with development of the Property or portions thereof, the Applicant will provide drainage in accordance with St. Johns River Water Management District rules and in accordance with local government development orders that have been and will be issued for development of the Property from time to time, as well as other improvements in compliance with the provisions of this Agreement and the respective responsibilities of the parties.
- v. Parks/Open Space. Concurrently with development of the Property or portions thereof, the Applicant will provide parks and open space as required in applicable provisions of the City Comprehensive Plan and PUD ordinance for the Property.

J. The population density and maximum height possible for the Development under its FLUM, the PUD and current City Code include all uses in the Residential Low Density zoning district, up to a maximum of four (4) units per developable acre.

K. This Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital

facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Findings of Fact**. The Recitals set forth above are true and correct and are incorporated herein by reference as Findings of Fact.

2. **Purpose and Intent**. The Applicant and the City desire to enter into this Agreement to address their respective responsibilities for both on-site and off-site improvements related to the Development. The Parties intend to utilize this Agreement to identify the methodology to be used for allocating costs for the potable water system, the sanitary sewer system, the stormwater system and the transportation system. In addition, the Agreement identifies the available credits to the Applicant, the potential for future credits, and the City's share of financial responsibility for improvements that may benefit the City's overall utility, stormwater and transportation systems beyond that needed for this Development. The Parties do not intend to vest the Development to current land development regulations, and Applicant or its successors and assigns will be required to meet all applicable codes at the time individual development orders or permits are sought.

3. **Public Facility Improvements**. CCUA will provide water and sanitary sewer services to the Property pursuant to separate utility agreements between CCUA and the Applicant. CCUA is the applicant for temporary City water and sewer service for the site. The Applicant agrees that Applicant or the developer of each parcel, as it is developed, within the Property, shall pay the water/sewer connection/tap costs/fees for lots, units or structures within the project at the time of issuance of a building permit for the particular improvement. The Applicant agrees that Applicant or the developer of each property, as they are developed, within the Property, shall abide by all applicable federal, state and local codes, design, permitting and construction standards, requirements, policies, rules and regulations for civil site plan, utilities, stormwater and buildings. In addition, the Parties agree to the following utility and infrastructure improvements:

A. **Potable Water System**.

- i. Applicant shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing potable water on-site to the Property for its intended uses.
- ii. Applicant agrees to provide to CCUA any necessary easements on, under and across the Property for the construction, operation and maintenance of the potable water system.
- iii. Applicant shall be permitted to temporarily connect to the City water system for the first phase of the Development. If temporary capacity is

needed, the Applicant will provide such capacity in coordination with the City's Public Works Department.

B. Sanitary Sewer System.

- i. Applicant shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing sanitary sewer onsite to the Property for its intended uses.
- ii. Applicant agrees to provide to CCUA any necessary easements on, under and across the Property for the construction, operation and maintenance of the sanitary sewer system.
- iii. Applicant shall be permitted to temporarily connect to the City sewer system for the first phase of the Development. If temporary capacity is needed, the Applicant will provide such capacity in coordination with the City's Public Works Department.

C. Stormwater System.

- i. Applicant shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing stormwater capture, retention and treatment on-site to the Property for its intended uses.
- ii. Applicant agrees to provide to the City any necessary easements on, under and across the Property for the construction, operation and maintenance of the stormwater system.

D. Police Substation.

- i. The Applicant will provide a police substation office in the amenity center for the Development; which substation will be a minimum of 150 square feet. Parking for the substation will be provided in the amenity center parking lot. The Applicant will also work with the City on a police substation, as detailed in Section 5.A hereof.

4. **Transportation/Mobility Improvements.** In addition to the public facility improvements provided for in Section 3 hereof, the Applicant and the City will cooperate in providing the following transportation and mobility improvements related to the Development:

A. The Applicant shall construct, at the Applicant's expense, a collector road (the "**Connector Road**") that will run west from U.S. Highway 17, through the City's regional park site, into the Property and connect to County Road 15A. The four (4)-lane Connector Road section shall begin at U.S. Highway 17 and end at the roundabout, and a three (3)-lane Connector Road section, with center turn lane(s), shall be constructed from the roundabout to County Road

15A, as depicted on the conceptual plan attached hereto as **Exhibit “B”** and incorporated herein by this reference (the “**Conceptual Plan**”). A typical section for the Connector Road is attached hereto as **Exhibit “C”** and incorporated herein by this reference (the “**Connector Road Typical Section**”). The Applicant, its successors and assigns, shall pay for the cost of designing, permitting and constructing the Connector Road and shall receive road impact fee credits (or proportionate share or mobility fee credits, if applicable) equal to the actual cost of designing, permitting and constructing the Connector Road. Design of the Connector Road will conform to applicable requirements of the Florida Department of Transportation and the City. Once constructed, the Connector Road will be maintained by the City. The City will not issue certificates of occupancy for more than 231 residential units within the Development until either the Applicant completes construction of the Connector Road to U.S. 17 or provides a new traffic study if such connection to U.S. 17 cannot be achieved due to the location of the railroad tracks west of U.S. 17. In the event the Connector Road is not connected to U.S. Highway 17, the Applicant shall provide an updated traffic study that removes the U.S. Highway 17 connection prior to the City’s approval of a plat containing the 231st lot within the Property. Following completion of such traffic study, the City and the Applicant will negotiate in good faith a transportation proportionate share agreement, pursuant to Section 163.3180(5)(h), Florida Statutes, to address roadway improvements needed to mitigate for project traffic impacts.

B. The Applicant shall construct the Connector Road through the City regional park site, at the Applicant’s expense. The Applicant will also stub out water and sewer lines it installs within the Property to the southern boundary of the City regional park site, if so requested by the City.

C. The Applicant and the City agree that based on the Applicant’s traffic study submitted with the companion Comprehensive Plan Amendment application for the Property, no proportionate fair share, mobility or other similar mitigation payment shall be due related to the Development’s projected impacts to the regional roadway network. An interim traffic study addressing traffic distribution shall be required by the Applicant every five (5) years. The interim traffic study shall examine the Development’s traffic distribution and its impact on segment and intersection analysis to determine if additional traffic mitigation requirements are required.

5. **Land Contributions.**

A. **Police Substation.** The Applicant shall dedicate to the City a parcel of approximately one-half (1/2) acre (the “**Substation Site**”) and provide funding to the City for the construction of a 2,000-square-foot police substation (the “**Substation**”). The Applicant will work with the City on the location of the Substation Site.

B. **Schools.** The Applicant, its successors and assigns, will comply with applicable provisions of Section 163.3180(6), Florida Statutes, in providing any required school proportionate share mitigation and will pay any applicable school impact fees for the Development in the timing and manner required by law.

C. **Land Swap.** In order for the Applicant to construct the Connector Road, it will be necessary for the Applicant and the City to exchange certain real property. The

Applicant will exchange an approximately eight (8)-acre parcel within the Property, in the location labeled “Land Swap” on the Conceptual Plan, with the City for the 100-foot-wide (minimum) right-of-way for the Connector Road within the City’s regional park site, which is approximately 5.18 acres and is depicted on the Conceptual Plan. The Applicant’s parcel has a value greater than the City parcel, as required in Rule 62-818.016, Florida Administrative Code, which regulates such land exchanges. The Applicant will prepare all deeds, legal descriptions and sketches of description for the parcel exchange, at its expense.

6. **Parks.** The Applicant shall pay a per-unit park fee to the City for construction of improvements to Public Parks within the City of Green Cove Springs. The per-unit fee shall be \$400, which shall be paid by the Applicant to the City upon the filing of a building permit application for each home. The Applicant will also provide an approximately ten (10)-acre passive park adjacent to the large pond located in the central portion of the Property that contains bird rookeries (the “**Passive Park**”). The Passive Park will be owned by a community development district and will be available for use by Ayrshire residents and other residents of Green Cove Springs. The Passive Park will contain walking trails and an observation tower overlooking the rookeries.

7. **Development Timing.** The Property is intended to be developed with the phasing set forth in the PUD, which provides the Development will be constructed in one (1), 20-year phase. Construction will be commenced by December 31, 2024 and shall be completed by December 31, 2044. For purposes of the PUD, “commencement” means securing approved construction drawings for the first portion of the Development and “completion” is defined as the installation of horizontal infrastructure and City approval of as-builts. After Development commencement has occurred, there shall be development activity, which is defined as active building permits for residential development, for a five (5)-year period. If the Applicant fails to obtain a building permit from the City for the first home within the Property within five (5) years from the Applicant commencing the Development, the Applicant will lose its transportation concurrency/reserved roadway capacity for the Property and shall have to reapply for said transportation concurrency/reserved roadway capacity before commencing development. Once the Applicant obtains its first building permit for residential development within the Property, it shall be vested for transportation concurrency/reserved roadway capacity. The City shall review the Development at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with this Agreement, pursuant to Section 163.3235, Florida Statutes.

8. **Authority and Duration.** This Agreement is made and granted pursuant to Sections 163.3220-163.3243, Florida Statutes, and is effective through the thirtieth (30th) anniversary of the Effective Date of this Agreement, and any extension of this Agreement.

9. **Amendment, Extension of Agreement.** If state or federal laws are enacted after the execution of this Agreement that are applicable to and preclude the Parties’ compliance with the terms of this Agreement, this Agreement shall be modified or revoked as necessary to comply with the relevant State or federal laws, pursuant to Section 163.3241, Florida Statutes, as may be amended from time to time. The duration of this Agreement may be extended by the City pursuant to law and after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, as may be amended from time to time.

10. **Necessity to Obtain Permits.** The Applicant acknowledges its obligation to obtain all necessary federal, state and other local development permits (not mentioned herein) for development of the Property. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to development of the Property shall not relieve the Applicant or any successors or assigns of the necessity of complying with federal, state, and other local permitting requirements, conditions, terms or restrictions as may be applicable.

11. **Agreement Consistent with Comprehensive Plan and Section 163.3180, Florida Statutes (2020).** The City hereby acknowledges and agrees that (i) the Development is consistent with Florida Statutes and with the City's Comprehensive Plan and Land Development Regulations, and (ii) that the City's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan.

12. **Remedies.** Each party to this Agreement shall be entitled to seek enforcement of this Agreement against the other party consistent with Section 163.3243, Florida Statutes, as may be amended from time to time.

13. **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. When Applicant is used in this Agreement, it includes Applicant and any successors and assigns owning any rights to the Property, jointly and severally, assuming all their obligations set out in the Agreement, unless the obligations have been fully discharged.

14. **Applicable Law: Jurisdiction and Venue.** This Agreement and the rights and obligations of the City and Applicant under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida (2020). This Agreement may be enforced as provided in Section 163.3243, Florida Statutes, as may be amended from time to time. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Clay County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development contemplated by this Agreement shall not relieve Applicant or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

15. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16. **Exhibits.** All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated into this Agreement by reference.

17. **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define,

describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision of this Agreement.

18. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original; such counterparts shall constitute one and the same Agreement.

19. **Effective Date and Recordation.** This Agreement shall become effective fifteen (15) days after it has been recorded in the Public Records of Clay County (the “**Effective Date**”).

20. **Amendment.** This Agreement may be amended, cancelled or revoked consistent with the notice and hearing procedures of Section 163.3225, Florida Statutes, and the terms of Section 163.3237, Florida Statutes, as may be amended from time to time.

21. **Further Assurances.** Each party to this Agreement agrees to do, execute, acknowledges and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the City, the Parties declare their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

22. **Notices.** Any notices or reports required by this Development Agreement shall be sent to the following:

To the City: City Manager
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043

With copies to: Jim Arnold, Attorney
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043
cityattorney@greencovesprings.com

To the Applicant: D.R. Horton, Inc. – Jacksonville
Attn: John R. Gislason
4220 Race Track Road
St. Johns, Florida 32259

With copies to: Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

Passed and Duly Adopted by the City Commission of the City of St. Augustine, Florida
this ____ day of _____, 2021.

Attest:

CITY OF GREEN COVE SPRINGS,
FLORIDA, a municipal corporation

By: _____
Steve Kennedy, City Manager

Approved as to form, legal sufficiency and
execution:

By: _____
L.J. Arnold, III, City Attorney

Signed, sealed and delivered in the presence of:

D.R. HORTON INC. -JACKSONVILLE,
a Delaware corporation

Witness
Print Name:_____

By: _____
Its: _____
Date: _____

Witness
Print Name:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization on this day ___ of _____, 2021, by _____, as _____ of D.R. Horton, Inc. - Jacksonville., a Delaware corporation, on behalf of the corporation, who is (check one) personally known to me or has produced a valid driver’s license as identification.

Notary Public
Name: _____
Commission Expires: _____

EXHIBIT "A"

The Property

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 1545, page 513 of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Easterly right of way line of County Road 15A, (South Oakridge Avenue), a 100 foot right of way as presently established with the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established; thence Southerly along said Easterly right of way line and along the arc of a curve concave Westerly having a radius of 1959.86 feet, through a central angle of 14°47'09", an arc length of 505.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 05°15'37" East, 504.36 feet; thence South 02°07'57" West, continuing along last said Easterly right of way line, 1331.79 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203 of said Public Records and the Point of Beginning.

From said Point of Beginning, thence Easterly and Northeasterly along the Southerly and Southeasterly boundary of last said lands, the following 12 courses: Course 1, thence South 88°31'42" East, departing last said Easterly right of way line, 282.59 feet; Course 2, thence North 21°17'17" East, 161.55 feet; Course 3, thence South 68°42'43" East, 287.10 feet; Course 4, thence South 58°52'43" East, 32.90 feet; Course 5, thence South 37°48'54" East, 22.40 feet; Course 6, thence North 70°53'31" East, 15.20 feet; Course 7, thence North 34°14'49" East, 52.23 feet; Course 8, thence South 88°17'22" East, 94.17 feet; Course 9, thence North 31°43'31" East, 427.82 feet; Course 10, thence North 73°46'32" West, 158.11 feet; Course 11, thence North 13°06'51" East, 477.10 feet; Course 12, thence North 10°55'57" East, 142.00 feet to a point lying on the Southwesterly line of those lands described and recorded as Parcel "A" in Official Records Book 3316, page 1098 of said Public Records; thence South 77°06'26" East, along last said line, 2932.48 feet to the Northwest corner of those lands described and recorded in Official Records Book 3855, page 1391 of said Public Records; thence Southerly along the westerly line thereof, the following 3 courses: Course 1, thence South 21°54'49" East, 3242.16 feet; Course 2, thence South 68°05'09" West, 1307.43 feet; Course 3, thence South 21°54'51" East, 1003.87 feet to a point lying on the Northerly line of an Access and Maintenance Easement as described and recorded in Official Records Book 3855, page 1394 of said Public Records; thence Westerly along said Northerly line, the following 26 courses: Course 1, thence South 37°01'31" West, 149.07 feet to the point of curvature of a curve concave Northwesterly having a radius of 955.00 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of 16°37'06", an arc length of 276.99 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 45°20'05" West, 276.02 feet; Course 3, thence South 67°24'13" West, along a non-tangent line, 105.10 feet; Course 4, thence South 53°45'05" West, 12.16 feet; Course 5, thence South 13°14'26" West, 24.72 feet; Course 6, thence South 63°07'28" West, 859.11 feet; Course 7, thence North 26°52'32" West, 5.00 feet; Course 8, thence South 63°07'28" West, 382.73 feet; Course 9, thence North 26°52'32" West,

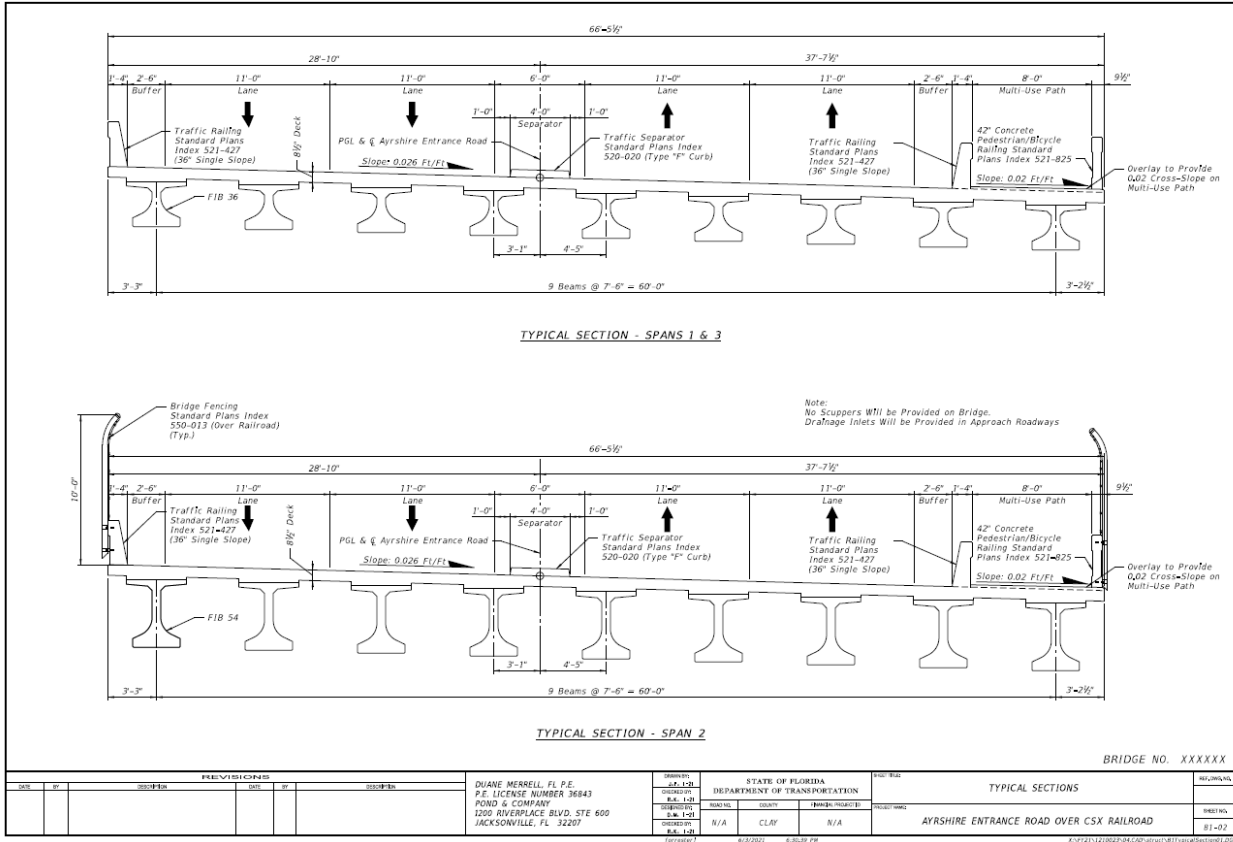
31.65 feet; Course 10, thence South $63^{\circ}07'28''$ West, 74.60 feet; Course 11, thence South $26^{\circ}52'32''$ East, 36.65 feet; Course 12, thence South $63^{\circ}07'28''$ West, 102.14 feet to the point of curvature of a curve concave Northerly having a radius of 955.00 feet; Course 13, thence Westerly along the arc of said curve, through a central angle of $22^{\circ}47'15''$, an arc length of 379.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $74^{\circ}31'05''$ West, 377.32 feet; Course 14, thence South $85^{\circ}54'43''$ West, 731.91 feet; Course 15, thence North $04^{\circ}05'17''$ West, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 250.00 feet; Course 16, thence Westerly along the arc of said curve, through a central angle of $05^{\circ}44'03''$, an arc length of 25.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $88^{\circ}46'45''$ West, 25.01 feet; Course 17, thence North $88^{\circ}21'14''$ West, 61.78 feet; Course 18, thence North $19^{\circ}49'14''$ West, 8.30 feet; Course 19, thence North $55^{\circ}44'57''$ West, 30.16 feet; Course 20, thence South $67^{\circ}18'10''$ West, 29.23 feet; Course 21, thence South $07^{\circ}09'24''$ West, 17.00 feet; Course 22, thence North $88^{\circ}21'14''$ West, 362.37 feet; Course 23, thence South $01^{\circ}38'46''$ West, 5.00 feet; Course 24 thence North $88^{\circ}21'14''$ West, 800.00 feet; Course 25, thence North $01^{\circ}38'46''$ East, 10.00 feet; Course 26, thence North $88^{\circ}21'14''$ West, 355.52 feet to a point lying on the aforementioned Easterly right of way line of County Road 15A; thence North $02^{\circ}07'57''$ East, along last said Easterly right of way line, 5150.65 feet to the Point of Beginning.

Containing 560.52 acres, more or less.

EXHIBIT "B"
Conceptual Plan

EXHIBIT "C"

Connector Road Typical Section



REVISIONS				DESIGNER DUANE MERRELL, P.E. P.E. LICENSE NUMBER 36843 POND & COMPANY 1200 RIVERLACE BLVD, STE 600 JACKSONVILLE, FL 32207	DRAWN BY N/A	CHECKED BY CLAY	DATE N/A	PROJECT NAME AYRSHIRE ENTRANCE ROAD OVER CSX RAILROAD	SHEET NO. 81-02
NO.	BY	DATE	DESCRIPTION						

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G17-23.004, F.A.C.

Introduction

This traffic impact study (TIS) was performed in support of the proposed Ayrshire PUD rezoning application. The proposed development is anticipated to include a maximum of 2,100 residential dwelling units (1,470 single-family and 630 Multi-family Townhomes). Access to the proposed development is anticipated to be provided via a roadway (bridge over the CSX railroad) connecting to US 17, via existing Jersey Avenue and an additional driveway on CR 15A (Oak Ridge Avenue).

For the purpose of this traffic study, the analysis was performed under four (4) analysis phases:

- Year 2025 (Analysis Phase 01) assumed 231 single-family dwelling units with access via a roadway on Oak Ridge Avenue.
- Year 2027 (Analysis Phase 02) assumed 500 single-family dwelling units (cumulative) with access via a roadway on Oak Ridge Avenue and a four-lane bridge from the project northern entrance to US 17 across from Hall Park Road.
- Year 2030 (Analysis Phase 03) assumed 1,000 single-family dwelling units.
- Year 2035 (Analysis Phase 04) assumed 2,100 residential dwelling units (1,470 single-family and 630 Multi-family Townhomes). A third project access via existing Jersey Avenue was also assumed for this analysis phase.

Figure 01 shows the project location. A copy of the Generalized Site Plan (GSP) provided by Dunn and Associates, Inc. is included as **Attachment A**. The methodology used in this study is consistent with the methodology discussed with the City’s Planning and Zoning Director on October 29th, 2020.

Trip Generation

Trip generation for the proposed project was estimated using the equation provided in the *Trip Generation Manual*, 10th Edition published by Institute of Transportation Engineers (ITE). **Table 01** summarizes the Daily, AM peak and PM peak hour trip generation for the proposed residential development under each of the development phases.

- Year 2025 (Analysis Phase 01) development is anticipated to generate 2,246 daily trips that include 169 AM peak and 227 PM peak trips.
- Year 2027 (Analysis Phase 02) development is anticipated to generate 4,574 daily trips (cumulative) that include 360 AM peak and 476 PM peak trips
- Year 2030 (Analysis Phase 03) development is anticipated to generate 8,648 daily trips (cumulative) that include 715 AM peak and 927 PM peak trips
- Year 2035 (Analysis Phase 04) development is anticipated to generate 17,049 daily trips (cumulative) that include 1,323 AM peak and 1,645 PM peak trips

Study Area, Existing Conditions and Data Collection

As discussed with the City’s Planning and Zoning Director and the City of Green Cove Springs traffic study guidelines, the study area includes the following intersections:

- SR 16 W at Oak Ridge Avenue
- SR 16 W / Ferris Ave. at US 17
- SR 16 E / Cooks Ln. at US 17
- Oak Ridge Avenue at Green Cove Avenue
- US 17 at Oak Ridge Avenue

- US 17 at Ayrshire Boulevard/Hall Park Road (Project Access Intersection)
- Oak Ridge Avenue at Ayrshire Boulevard (Project Access Intersection)
- Oak Ridge Avenue at Jersey Avenue (Project Access Intersection)

Figures 02 and 03 show the existing conditions at the above stated intersections. AM peak (7:00 AM to 9:00 AM) and PM peak (4:00 PM to 6:00 PM) period turning movement counts that includes autos, heavy vehicles, bicycles and pedestrians were obtained at the above stated intersections on April 22, 2021. These counts were further adjusted by applying a season factor of 0.93 (0.94*0.99) to adjust for seasonal variations. The year 2019 season factor was used as the year 2020 season factors are anticipated to be not accurate due to the COVID 19 Pandemic. The season factors were obtained from the FDOT traffic counts online portal. **Attachment B** includes the traffic counts and season factors data. **Figure 04** includes AM peak and PM peak hour turning movements at the study intersections.

Future Background Traffic Volumes

Future year traffic projections were made by applying a growth factor to existing traffic volumes. The growth factor was estimated by performing trends analysis of the historical AADT of the roadway segments within the study area. The historical AADT was obtained from the FDOT traffic counts online portal. **Table 02** summarizes the growth rate calculations. As shown in this table, majority of the roadway segments showed a negative trend. However, a minimum of 1.0% per year growth rate was applied.

- The future year 2025 traffic volumes at the study intersections were estimated by applying a growth factor of 1.04 to the year 2021 traffic volumes.
- The future year 2027 traffic volumes at the study intersection were estimated by applying a growth factor of 1.06 to the year 2021 traffic volumes.
- The future year 2030 traffic volumes at the study intersection were estimated by applying a growth factor of 1.09 to the year 2021 traffic volumes.
- The future year 2035 traffic volumes at the study intersection were estimated by applying a growth factor of 1.14 to the year 2021 traffic volumes.

Attachment C includes the historical AADT and Trends Analysis plots. **Figures 05, 06, 07 and 08** show year 2025, year 2027, year 2030 and year 2035 future conditions background traffic volumes at the study intersections respectively.

Planned and Programmed Improvements

All of the planned and programmed improvements within the transportation study area identified from the FDOT Five (5) year work program, FDOT Long Range Plan and Clay County Capital Improvement Plan document were included in the model and the segment analysis. The following planned and programmed improvements were included in the analysis. Details of these projects are included in **Attachment D**.

- First Coast Expressway: I-10 to N. Of Argyle Forest Boulevard
- First Coast Expressway: N. of Argyle Forest Boulevard to Blanding Boulevard (SR 21)
- First Coast Expressway: Blanding Boulevard (SR 21) to North of SR 16

- First Coast Expressway: North of SR 16 to East of CR 209
- First Coast Expressway (New St. Johns River Bridge): SR 16 to CR 16A (St. Johns County) by year 2027
- First Coast Expressway (St. Johns County): CR 16A to I-95

Trip Distribution and Assignment

Trip distribution for year 2025 (Analysis Phase 01) and year 2027 (Analysis Phase 02) development was determined based on existing traffic patterns (traffic entering and the exiting the City of Green Cove Springs). **Figures 09** and **10** show year 2025 and year 2027 project traffic distribution and peak hour traffic assignment at the study intersections. Following is a summary of the project traffic distribution under the year 2025 and year 2027 development conditions:

- 15% oriented to the west of SR 16 West
- 15% oriented to the south on US 17
- 35% oriented to the north on US 17
- 35% oriented to the east on SR 16E

Upon construction of the First Coast Expressway, the traffic patterns in the area are anticipated to change. Hence, trip distribution for year 2030 (Analysis Phase 03) and year 2035 (Analysis Phase 04) development conditions was obtained from the interim year 2030 model set of the Northeast Regional Planning Activity Based Model (NERPM_AB3v1) travel demand forecasting model, provided by the North Florida Transportation Planning Organization (NFTPO). **Figures 11** and **12** show year 2030 and year 2035 project traffic distribution and peak hour traffic assignment at the study intersections. Following is a summary of the project traffic distribution percentages in the vicinity of the proposed project under year 2030 and year 2035 development conditions:

- Oak Ridge Avenue – SR 16 to Project Entrance: 6.7%
- Oak Ridge Avenue – Project Entrance to US 17: 4.32%
- US 17 – Project Entrance to First Coast Expressway: 48.63%
- US 17 – SR 16 East to Project Entrance: 40.35%

Attachment E includes the travel demand model plots showing the project traffic distributions (unadjusted distributions). **Attachment F** includes a figure depicting the adjusted project traffic distribution percentages in the vicinity of the proposed development.

Build-Out Traffic Volumes

Build-out traffic volumes include the future background traffic volumes and the project traffic assignment under each of the year 2025, year 2027, year 2030 and year 2035 development conditions. **Figures 13, 14, 15** and **16** show the year 2025, year 2027, year 2030 and year 2035 development conditions respectively.

Access Intersection Turn Lanes Evaluation

A 330-foot southbound left turn lane on Oak Ridge Avenue currently exists at Jersey Avenue. The 95th percentile queue length is anticipated to be no greater than 25 feet. Hence the existing southbound left turn lane is anticipated to be adequate. The need for southbound left turn lanes on Oak Ridge Avenue at Ayrshire Boulevard and Jersey Avenue was evaluated using the

Harmelink Curves criteria and guidance. **Figure 17** includes plots evaluating the need for southbound left turn lanes on Oak Ridge Avenue at Ayrshire Boulevard and Jersey Avenue was evaluated using the Harmelink Curves criteria and guidance. As shown in these plots, a southbound left turn lane on Oak Ridge Avenue at Ayrshire Boulevard and Jersey Avenue is anticipated to be warranted under the build-out conditions of the proposed development.

The required deceleration length for 50-mph design speed is 290-feet (including 50-foot taper) for rural roadways. A storage length of 100-feet (4 vehicles) should be provided. 390-feet (including 50-foot taper) southbound left turn lanes are recommended on Oak Ridge Avenue at Ayrshire Boulevard and Jersey Avenue.

Intersection Capacity Analysis

Intersection capacity analysis of the study intersections was performed during the AM peak and PM peak periods under the existing, future background and build-out conditions using Synchro 10 software. This software uses HCM 2000/2010 procedures and methodologies in calculating LOS and delay at signalized intersections and un-signalized intersections. Existing signal timing and phasing information for the signalized study intersections were obtained from Florida Department of Transportation Traffic Operations Department. A copy of these signal timing and phasing details are included in **Attachment G**.

Table 03 summarizes the existing conditions intersection capacity analysis Delay and LOS summary during the AM peak and PM peak conditions. As shown in this table, all the critical approaches at all the study intersections are currently operating at LOS E or better with the exception of SR 16W/Ferris Street at US 17 intersection. This intersection is currently operating at LOS F during the PM peak hour.

Tables 04, 05, 06 and 07 summarize the future year 2025, year 2027, year 2030 and year 2035 background traffic conditions intersection capacity analysis Delay and LOS summary during the AM peak and PM peak conditions. As summarized in these tables, all the critical approaches at the study intersections are anticipated to operate at LOS E or better with the exception of SR 16W/Ferris Street at US 17 intersection. This intersection is anticipated to continue operating at LOS F during the PM peak hours.

Tables 08, 09, 10 and 11 summarize the future year 2025, year 2027, year 2030 and year 2035 project build-out traffic conditions intersection capacity analysis Delay and LOS summary during the AM peak and PM peak conditions. As summarized in these tables, all the critical approaches at the study intersections are anticipated to operate at LOS E or better with the exception of SR 16W/Ferris Street at US 17 intersection. This intersection is anticipated to continue operating at LOS F during the PM peak hours.

The US 17/Ferris Street intersection is currently operating at LOS F and will continue to operate at LOS F in the future. However, upon construction of the First Coast Expressway, traffic volumes at both SR 16 intersections on US 17 are anticipated to reduce and the Delay and LOS are anticipated to improve. Additionally, due to the change in traffic patterns, FDOT is anticipated

to re-time the traffic signals at these two intersections which will result in improved operational conditions.

A copy of the HCM worksheets under the existing, future background and build-out conditions are included as **Attachment H**.

US 17 and Ayrshire Boulevard: A four lane bridge connecting the proposed development and US 17 will be built by year 2027 development conditions. Upon construction, the intersection of US 17 and Ayrshire Boulevard is anticipated to require a traffic signal. Since US 17 is a FDOT roadway, the intersection is subject to FDOT's Intersection Control Evaluation (ICE) review and approval process. The ICE process is anticipated to result in either a traditional traffic signal or a Signalized R-Cut or a Signalized Median U-turn intersection control. However, for the purpose of this analysis a traditional traffic signal is assumed under the year 2027, year 2030 and year 2035 development conditions. As summarized in the above-mentioned tables, the intersection is anticipated to operate at LOS E or better under the build-out conditions of the proposed development. This intersection will be designed and constructed based on the outcome of the FDOT ICE analysis. In addition to the traffic signal, appropriate auxiliary turn lanes will be constructed on US 17 at Ayrshire Boulevard intersection.

Oak Ridge Avenue at Ayrshire Boulevard: Separate left and right turn lanes (Westbound) are recommended on Ayrshire Boulevard at Oak Ridge Avenue intersection. A maximum queue of 50 feet is anticipated on Ayrshire Boulevard at Oak Ridge Avenue. Hence, the westbound left turn lane on Ayrshire Boulevard at Oak Ridge Avenue need to provide for at least 100 feet storage plus 50 feet taper.

Summary and Conclusions

This traffic impact study (TIS) was performed in support of the proposed Ayrshire PUD rezoning application. The proposed development is anticipated to include a maximum of 2,100 residential dwelling units (1,470 single-family and 630 Multi-family Townhomes). Access to the proposed development is anticipated to be provided via a roadway (bridge over the CSX railroad) connecting to US 17, via existing Jersey Avenue and an additional driveway on CR 15A (Oak Ridge Avenue).

For the purpose of this traffic study, the analysis was performed under four (4) analysis phases:

- Analysis Phase 01 (Year 2025) assumed 231 single-family dwelling units with access via a roadway on Oak Ridge Avenue.
 - Analysis Phase 02 (Year 2027) assumed 500 single-family dwelling units (cumulative) with access via a roadway on Oak Ridge Avenue and a four-lane bridge from the project northern entrance to US 17 across from Hall Park Road.
 - Analysis Phase 03 (Year 2030) assumed 1,000 single-family dwelling units.
 - Analysis Phase 04 (Year 2035) assumed 2,100 residential dwelling units (1,470 single-family and 630 Multi-family Townhomes). A third project access via existing Jersey Avenue was also assumed for this analysis phase.
-
- Year 2025 (Analysis Phase 01) development is anticipated to generate 2,246 daily trips that include 169 AM peak and 227 PM peak trips.
 - Year 2027 (Analysis Phase 02) development is anticipated to generate 4,574 daily trips (cumulative) that include 360 AM peak and 476 PM peak trips
 - Year 2030 (Analysis Phase 03) development is anticipated to generate 8,648 daily trips (cumulative) that include 715 AM peak and 927 PM peak trips
 - Year 2035 (Analysis Phase 04) development is anticipated to generate 17,049 daily trips (cumulative) that include 1,323 AM peak and 1,645 PM peak trips

AM peak (7:00 AM to 9:00 AM) and PM peak (4:00 PM to 6:00 PM) period turning movement counts that includes autos, heavy vehicles, bicycles and pedestrians were obtained at the above stated intersections on April 22, 2021. These counts were further adjusted by applying a season factor of 0.93 (0.94*0.99) to adjust for seasonal variations. The year 2019 season factor was used as the year 2020 season factors are anticipated to be not accurate due to the COVID 19 Pandemic.

The future year 2025 traffic volumes at the study intersections were estimated by applying a growth factor of 1.04 to the year 2021 traffic volumes. The future year 2027 traffic volumes at the study intersection were estimated by applying a growth factor of 1.06 to the year 2021 traffic volumes. The future year 2030 traffic volumes at the study intersection were estimated by applying a growth factor of 1.09 to the year 2021 traffic volumes. The future year 2035 traffic volumes at the study intersection were estimated by applying a growth factor of 1.14 to the year 2021 traffic volumes.

Trip distribution for year 2025 (Analysis Phase 01) and year 2027 (Analysis Phase 02) development was determined based on existing traffic patterns (traffic entering and the exiting the City of Green Cove Springs). Following is a summary of the project traffic distribution under the year 2025 and year 2027 development conditions:

- 15% oriented to the west of SR 16 West
- 15% oriented to the south on US 17
- 35% oriented to the north on US 17
- 35% oriented to the east on SR 16E

Upon construction of the First Coast Expressway, the traffic patterns in the area are anticipated to change. Hence, trip distribution for year 2030 (Analysis Phase 03) and year 2035 (Analysis Phase 04) development conditions was obtained from the interim year 2030 model set of the Northeast Regional Planning Activity Based Model (NERPM_AB3v1) travel demand forecasting model. Following is a summary of the project traffic distribution percentages in the vicinity of the proposed project under year 2030 and year 2035 development conditions:

- Oak Ridge Avenue – SR 16 to Project Entrance: 6.7%
- Oak Ridge Avenue – Project Entrance to US 17: 4.32%
- US 17 – Project Entrance to First Coast Expressway: 48.63%
- US 17 – SR 16 East to Project Entrance: 40.35%

Build-out traffic volumes include the future background traffic volumes and the project traffic assignment under each of the year 2025, year 2027, year 2030 and year 2035 development conditions.

A 330-foot southbound left turn lane on Oak Ridge Avenue currently exists at Jersey Avenue. The 95th percentile queue length is anticipated to be no greater than 25 feet. Hence the existing southbound left turn lane is anticipated to be adequate. A southbound left turn lane on Oak Ridge Avenue at Ayrshire Boulevard is anticipated to be warranted under the build-out conditions of the proposed development. The required deceleration length for 50-mph design speed is 290-feet (including 50-foot taper) for rural roadways. A storage length of 100-feet (4 vehicles) should be provided. A 390-feet (including 50-foot taper) southbound left turn lane is recommended on Oak Ridge Avenue at Ayrshire Boulevard.

All the critical approaches at all the study intersections are currently operating at LOS E or better with the exception of SR 16W/Ferris Street at US 17 intersection. This intersection is currently operating at LOS F during the PM peak hour.

All the critical approaches at the study intersections are anticipated to operate at LOS E or better with the exception of SR 16W/Ferris Street at US 17 intersection. This intersection is anticipated to continue operating at LOS F during the PM peak hours.

All the critical approaches at the study intersections are anticipated to operate at LOS E or better with the exception of SR 16W/Ferris Street at US 17 intersection. This intersection is anticipated to continue operating at LOS F during the PM peak hours.

The US 17/Ferris Street intersection is currently operating at LOS F and will continue to operate at LOS F in the future. However, upon construction of the First Coast Expressway, traffic volumes at both SR 16 intersections on US 17 are anticipated to reduce and the Delay and LOS are anticipated to improve. Additionally, due to the change in traffic patterns, FDOT is anticipated to re-time the traffic signals at these two intersections which will result in improved operational conditions.

A four-lane bridge connecting the proposed development and US 17 will be built by build-out conditions of the Phase 02 development. Upon construction, the intersection of US 17 and Ayrshire Boulevard is anticipated to require a traffic signal. Since US 17 is a FDOT roadway, the intersection is subject to FDOT's Intersection Control Evaluation (ICE) review and approval process. The ICE process is anticipated to result in either a traditional traffic signal or Signalized R-Cut or Signalized Median U-turns intersection control. However, for the purpose of this analysis a traditional traffic signal is assumed under the Phase 02, Phase 03 and Phase 04 development conditions.

Separate left and right turn lanes (Westbound) are recommended on Ayrshire Boulevard at Oak Ridge Avenue intersection. A maximum queue of 50 feet is anticipated on Ayrshire Boulevard at Oak Ridge Avenue. Hence, the westbound left turn lane on Ayrshire Boulevard at Oak Ridge Avenue need to provide for at least 100 feet storage plus 50 feet taper.

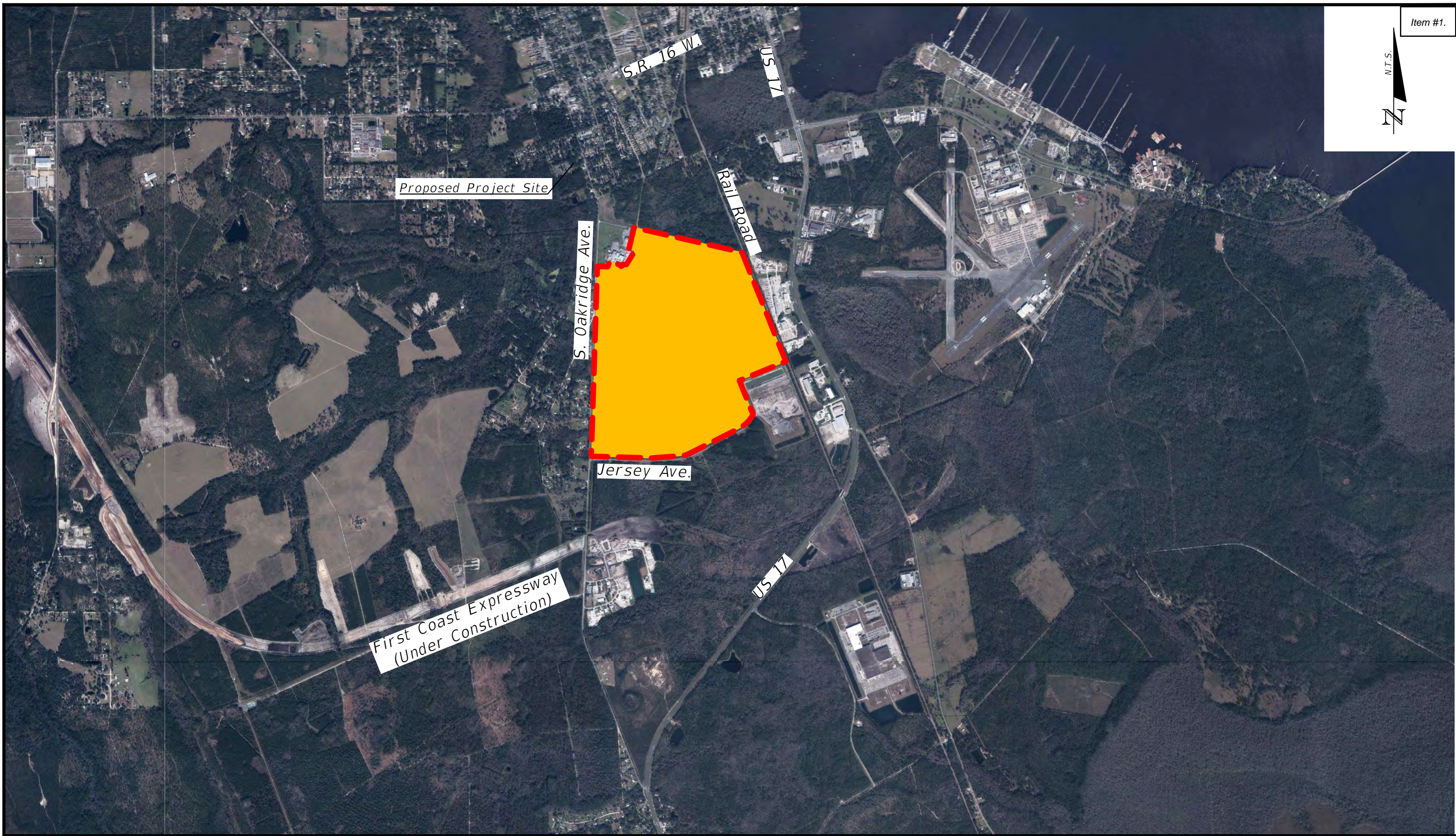


Figure 01 - Project Location



S.R. 16 W. at S. Oakridge Avenue



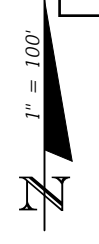
S.R. 16 W. and Ferris Street at US 17



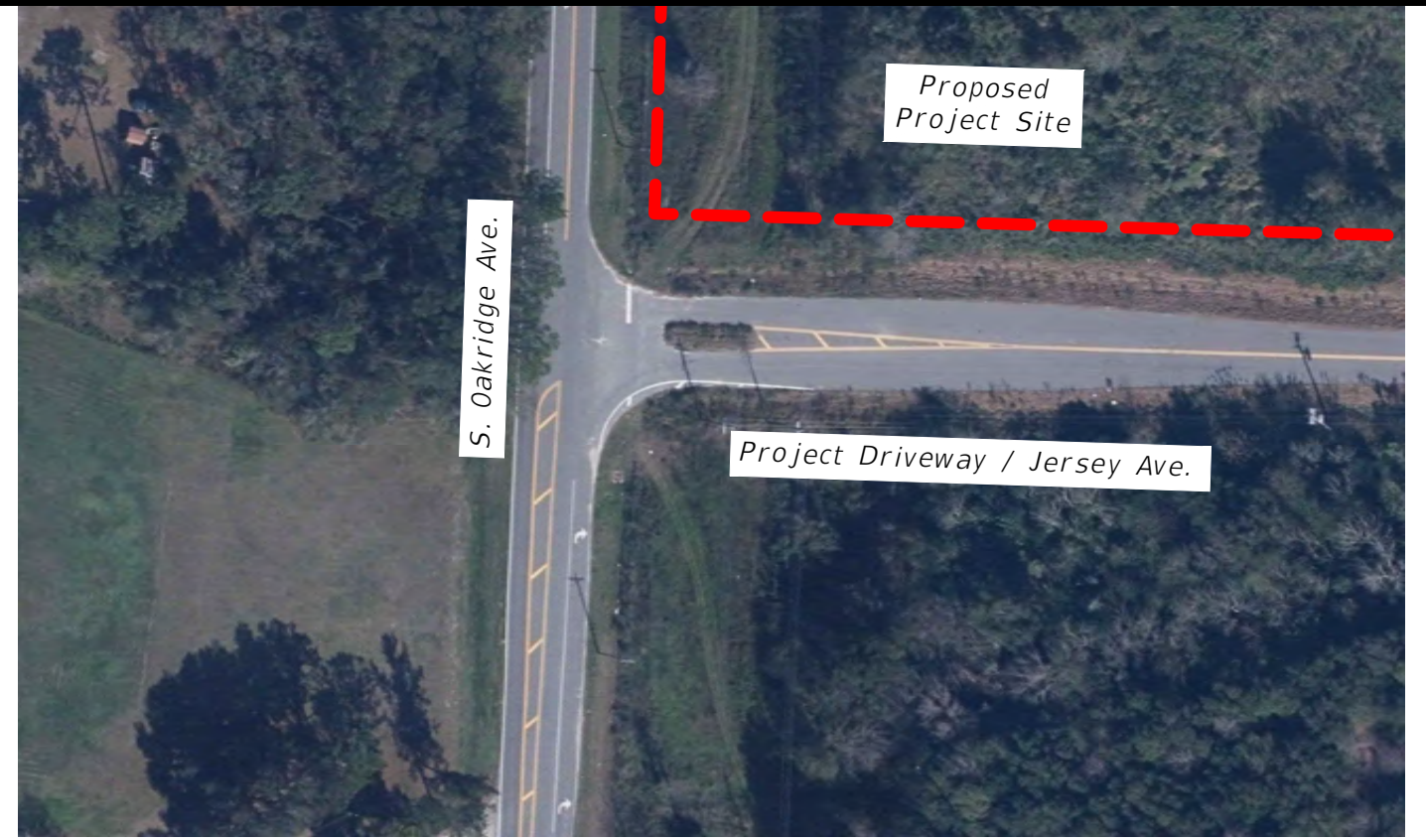
S. Oakridge Avenue at Green Cove Avenue



US 17 at Cooks Lane and S.R. 16 E. / Leonard C. Taylor Pkwy.



S. Oakridge Avenue at Project Driveway



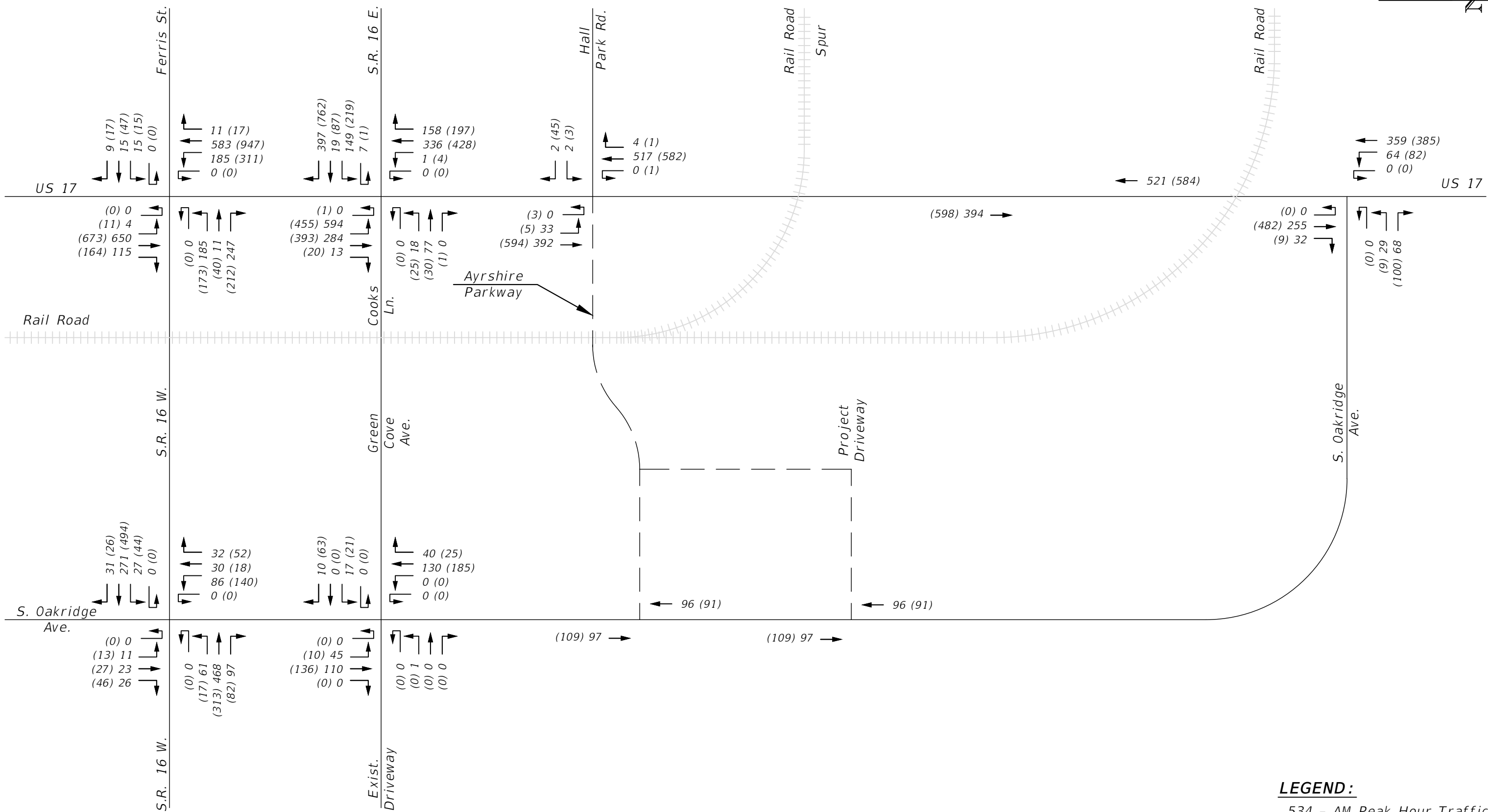
S. Oakridge Avenue at Project Driveway / Jersey Avenue



S. Oakridge Avenue at US 17



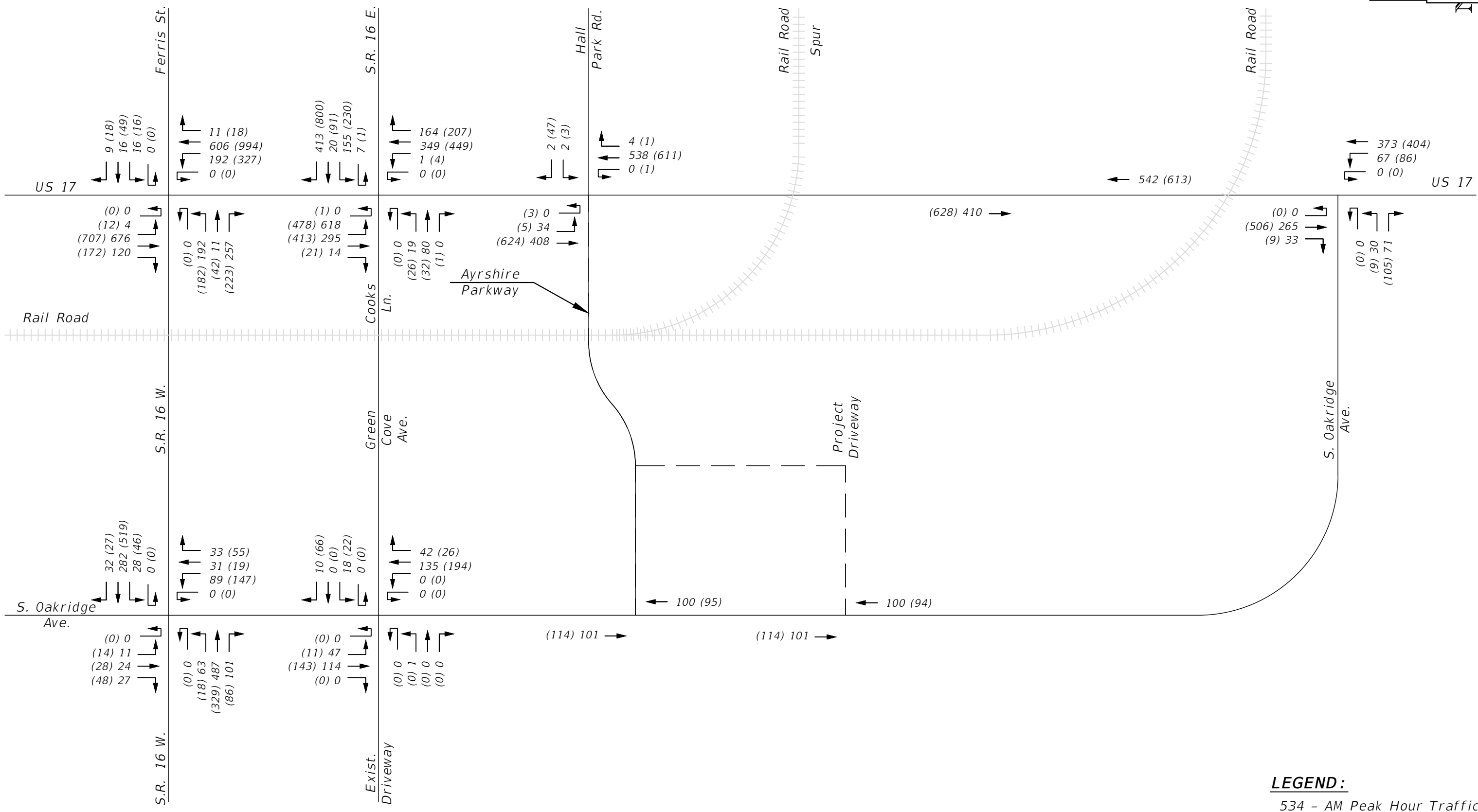
US 17 at Hall Park Road



LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic

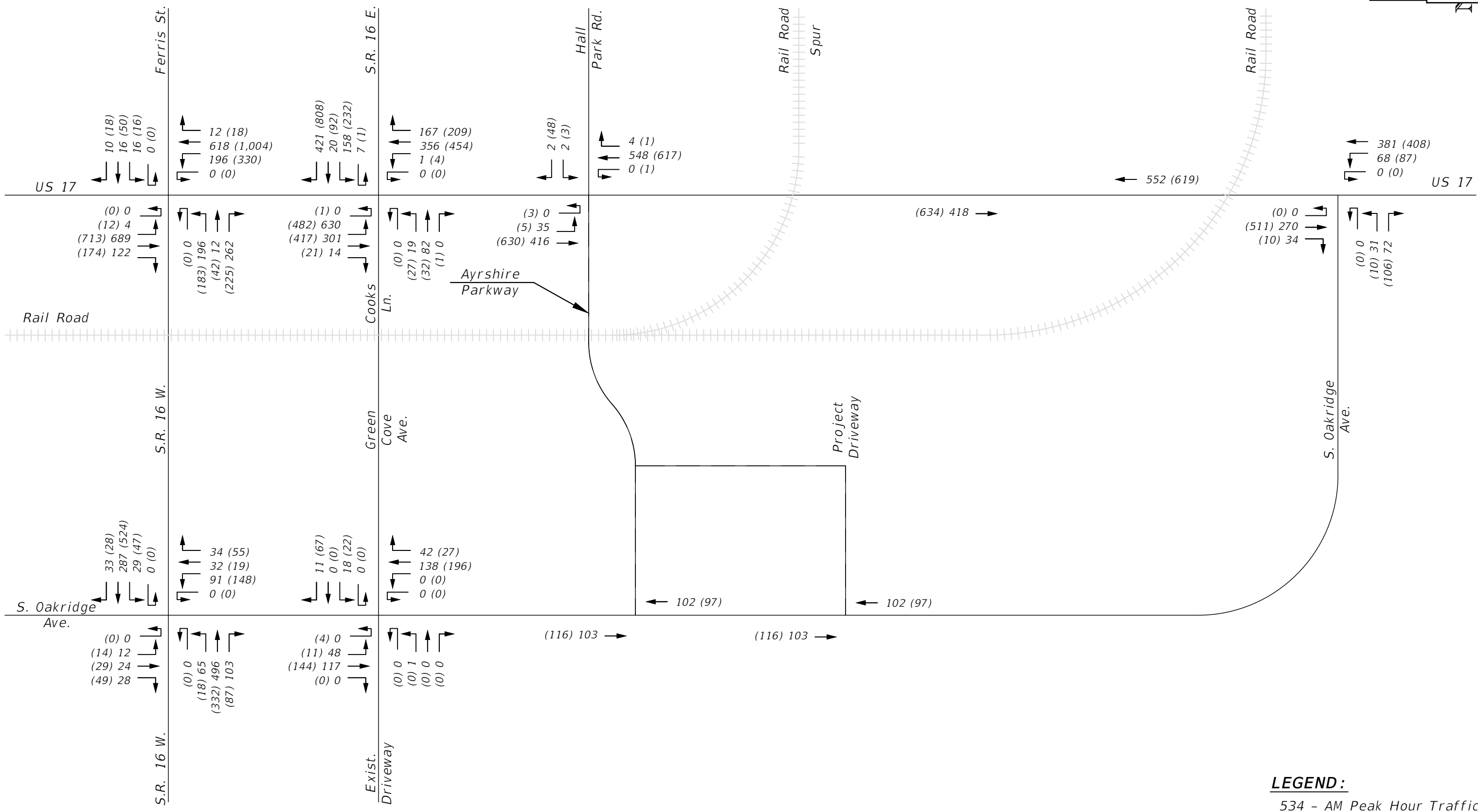
Figure 04 - Year 2021 AM and PM Peak Hour Traffic Volumes





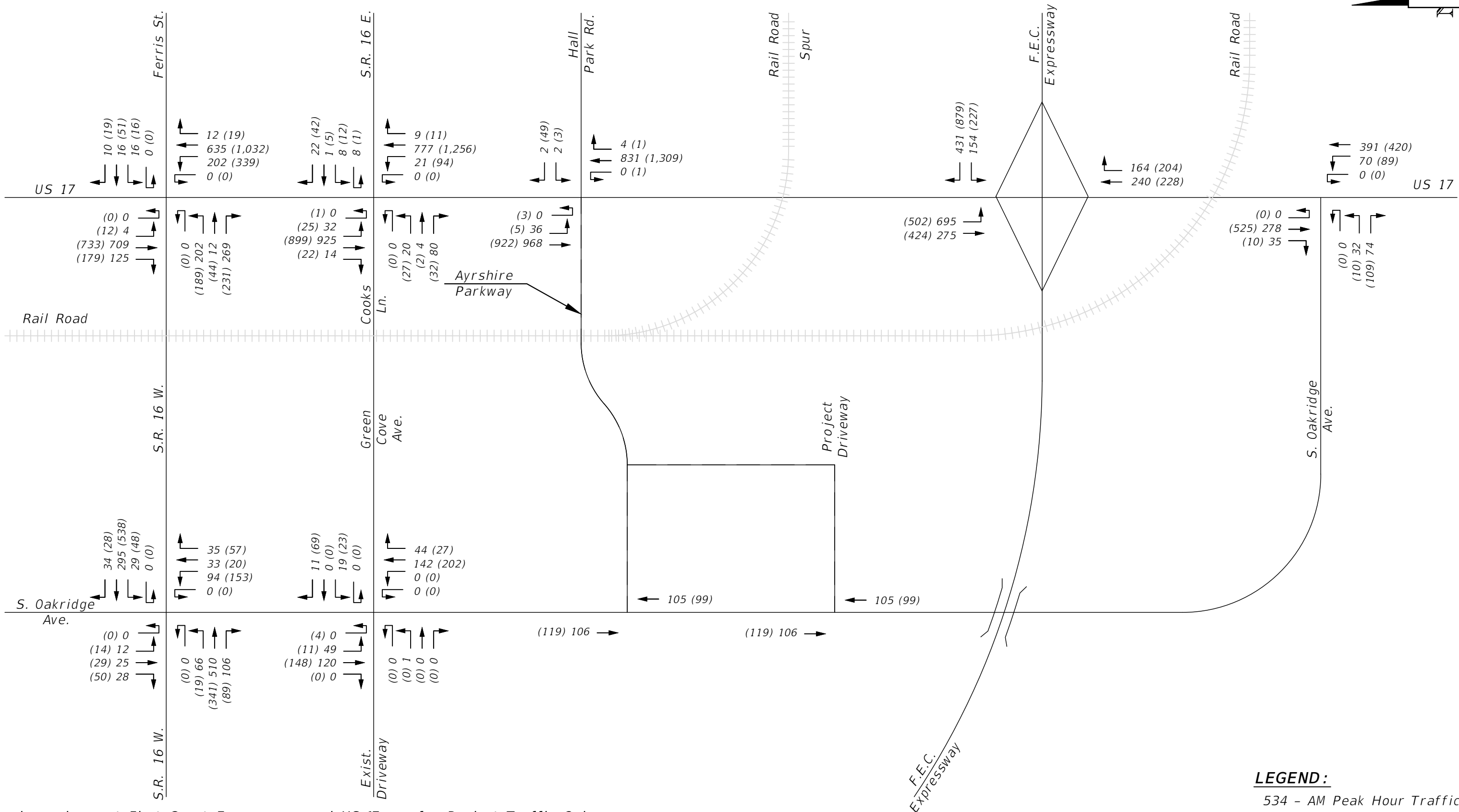
LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic

Figure 05 - Year 2025 AM and PM Peak Hour (Analysis Phase 01) Background Traffic Volumes



LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic

Figure 06 - Year 2027 AM and PM Peak Hour (Analysis Phase 02) Background Traffic Volumes



Numbers shown at First Coast Expressway and US 17 are for Project Traffic Only.

LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic

Figure 07 - Year 2030 AM and PM Peak Hour (Analysis Phase 03) Background Traffic Volumes

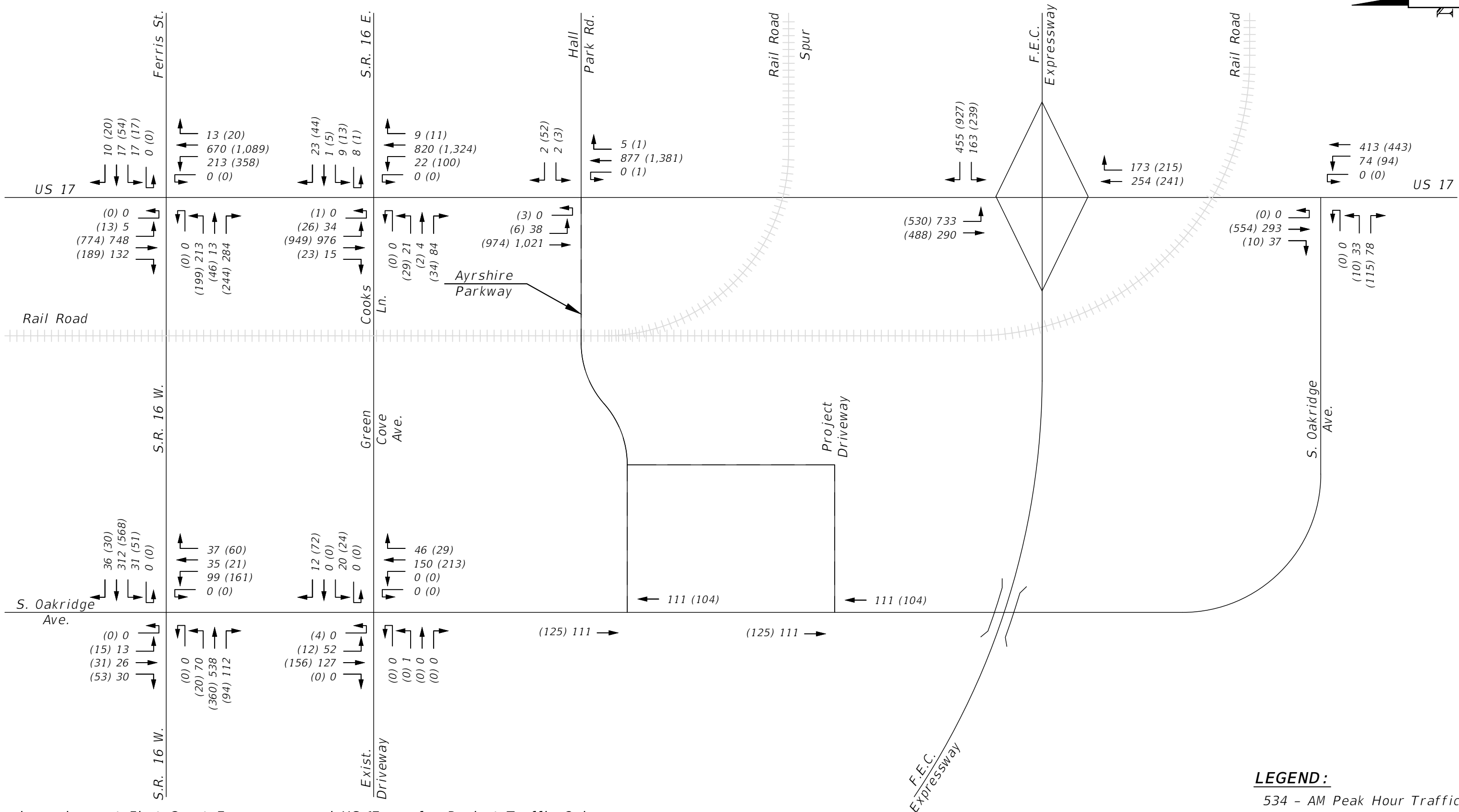
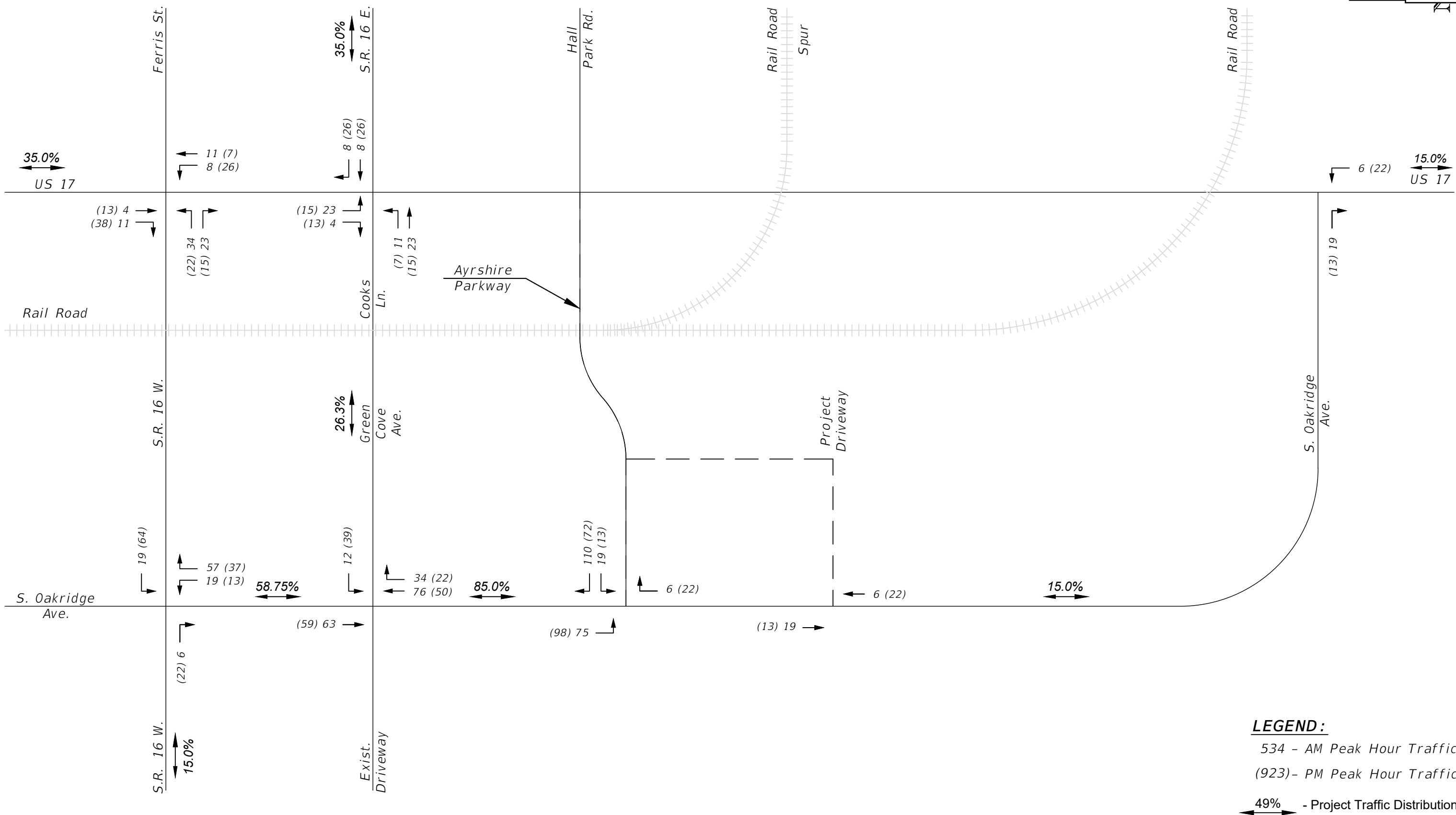
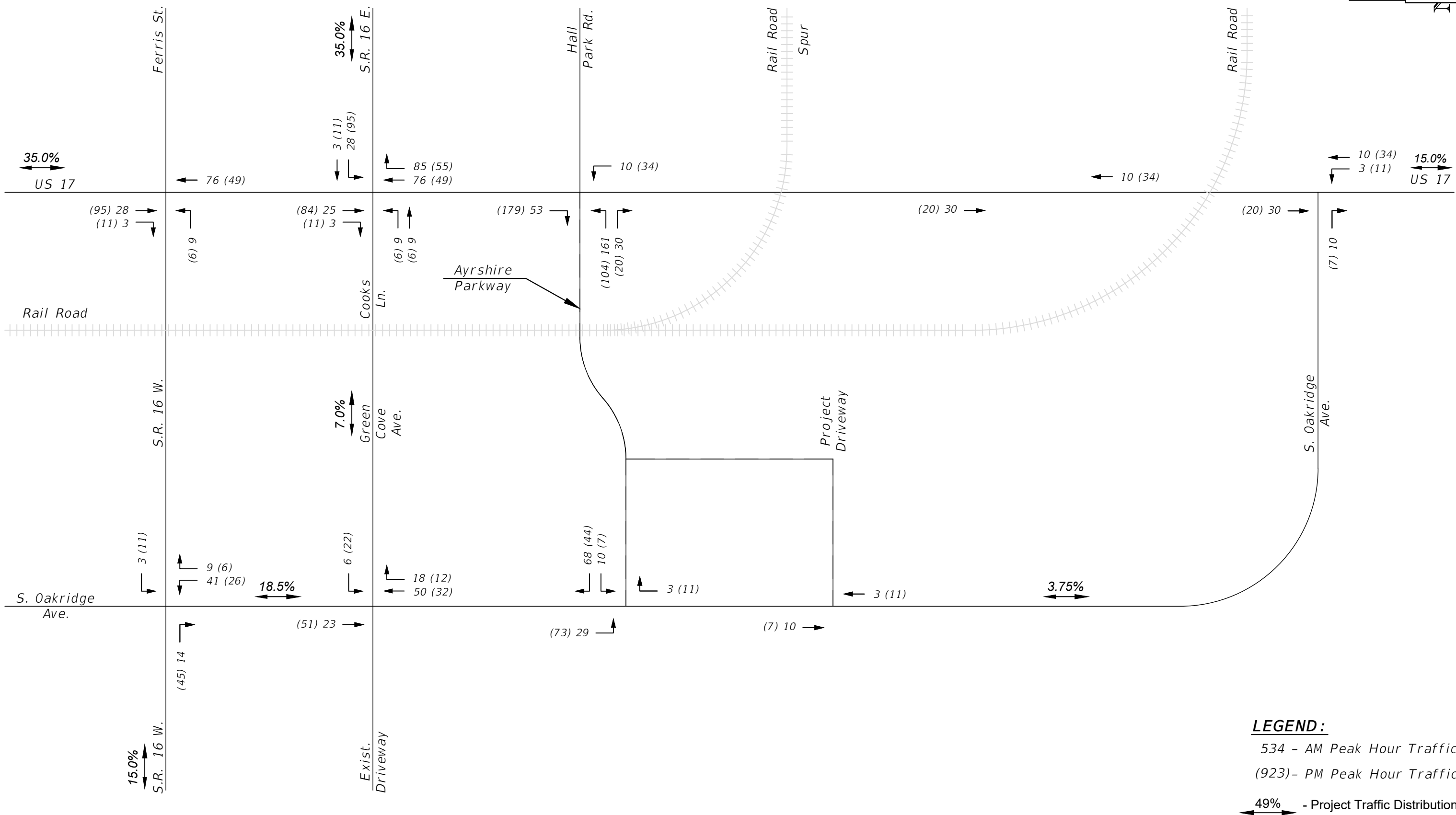


Figure 08 - Year 2035 AM and PM Peak Hour (Analysis Phase 04) Background Traffic Volumes



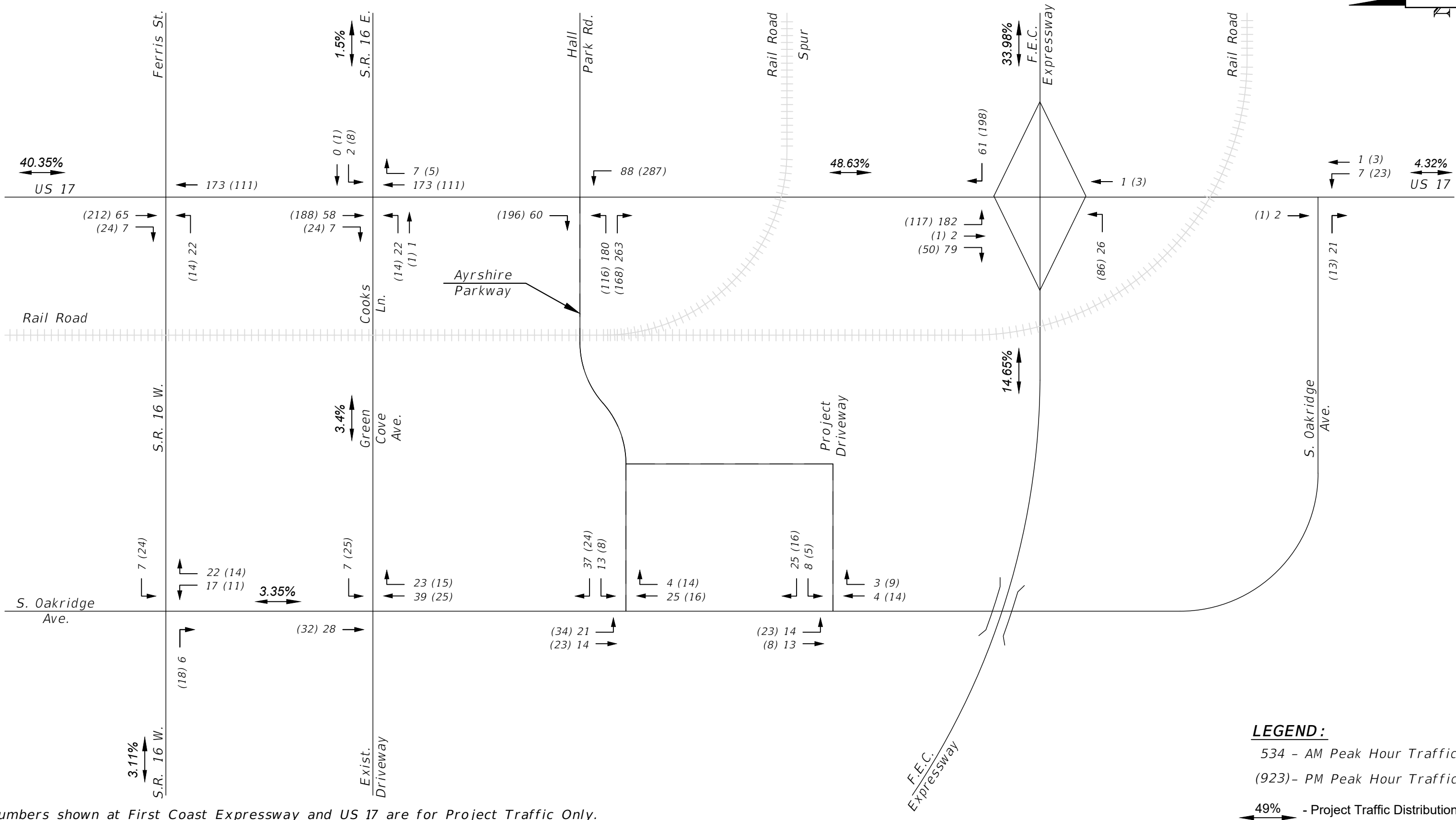
LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic
 49% - Project Traffic Distribution

Figure 09 - Year 2025 AM and PM Peak Hour (Analysis Phase 01) Project Traffic Distribution and Assignment



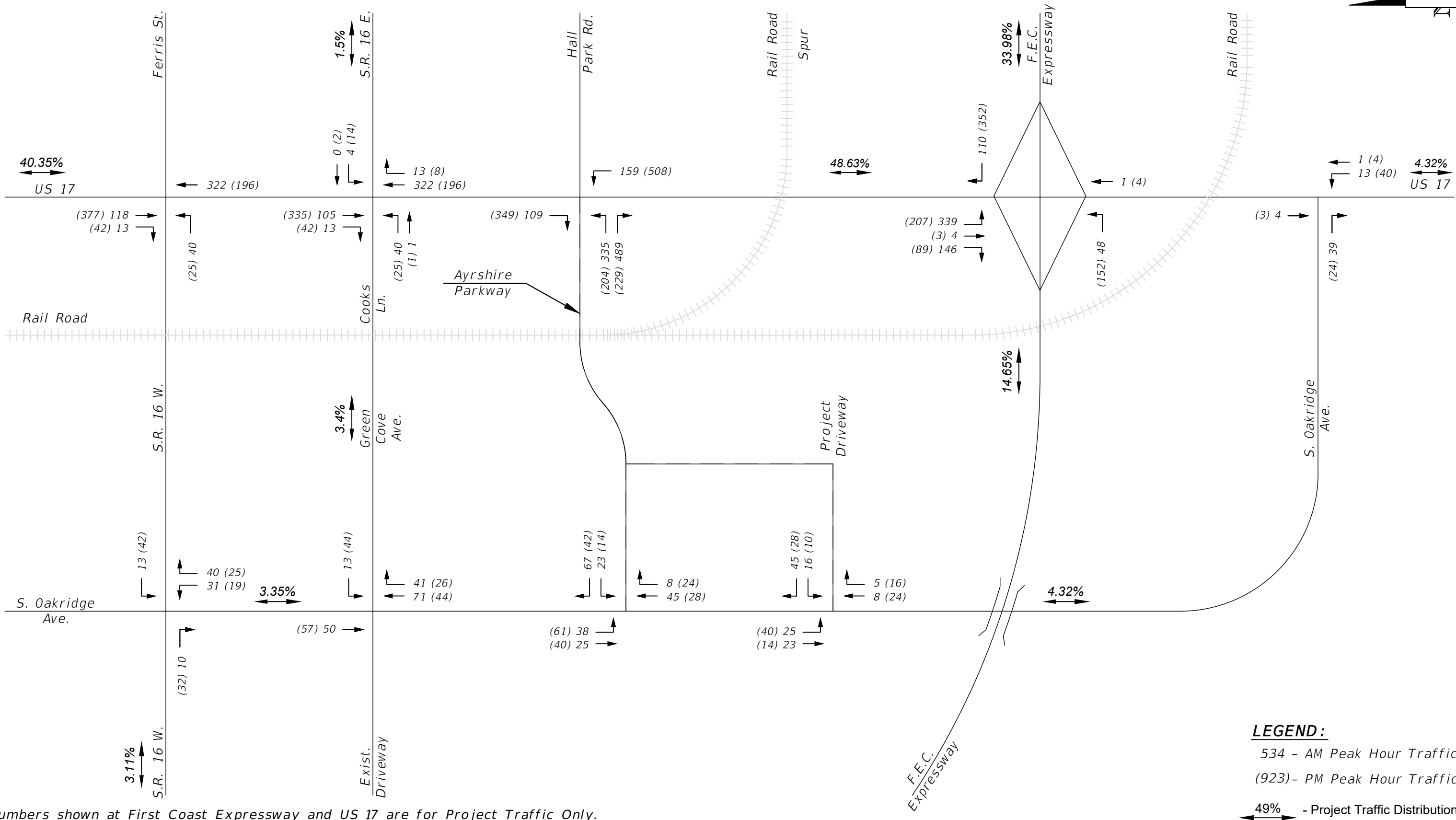
LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic
 49% - Project Traffic Distribution

Figure 10 - Year 2027 AM and PM Peak Hour (Analysis Phase 02) Project Traffic Distribution and Assignment



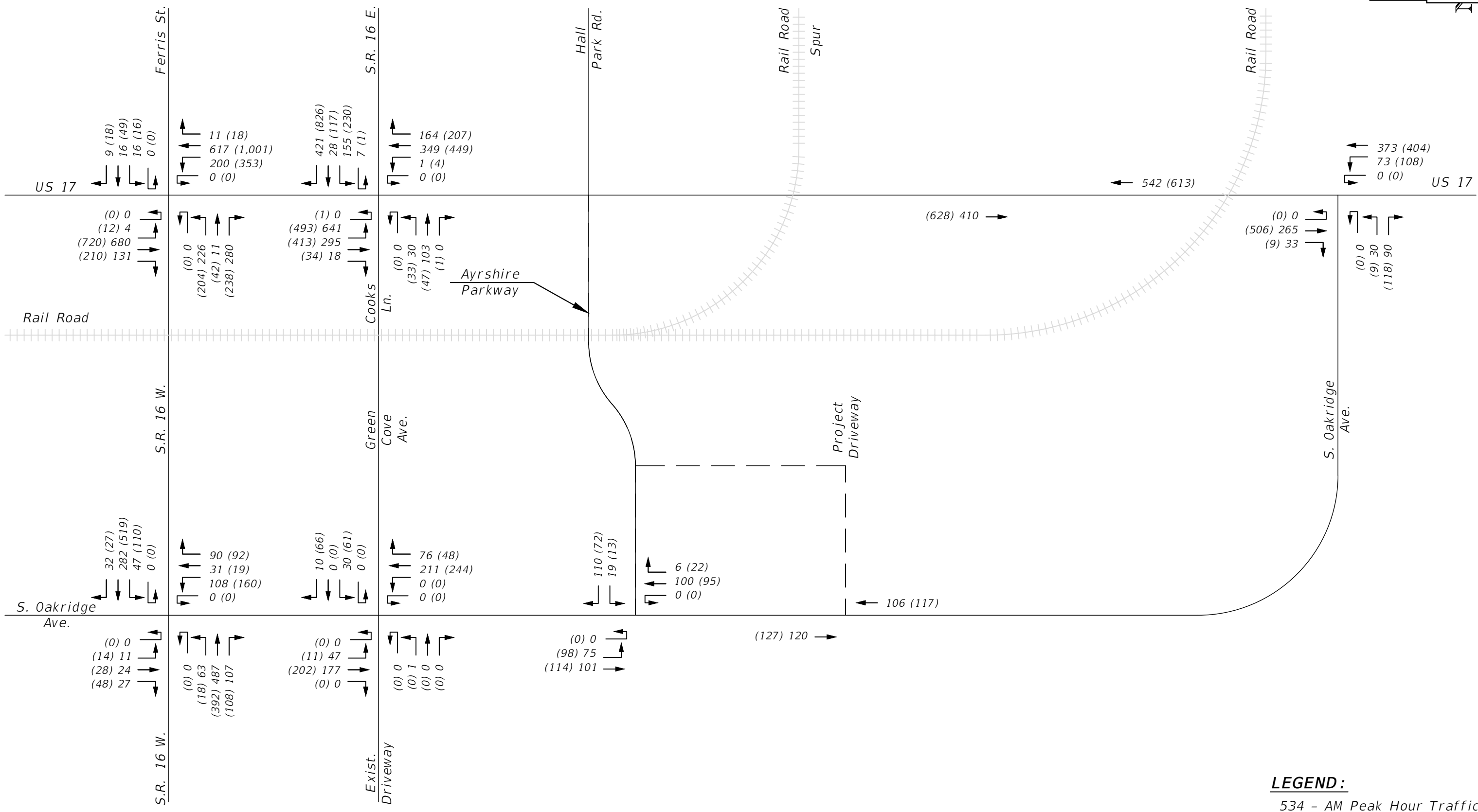
Numbers shown at First Coast Expressway and US 17 are for Project Traffic Only.

Figure 11 - Year 2030 AM and PM Peak Hour (Analysis Phase 03) Project Traffic Distribution and Assignment



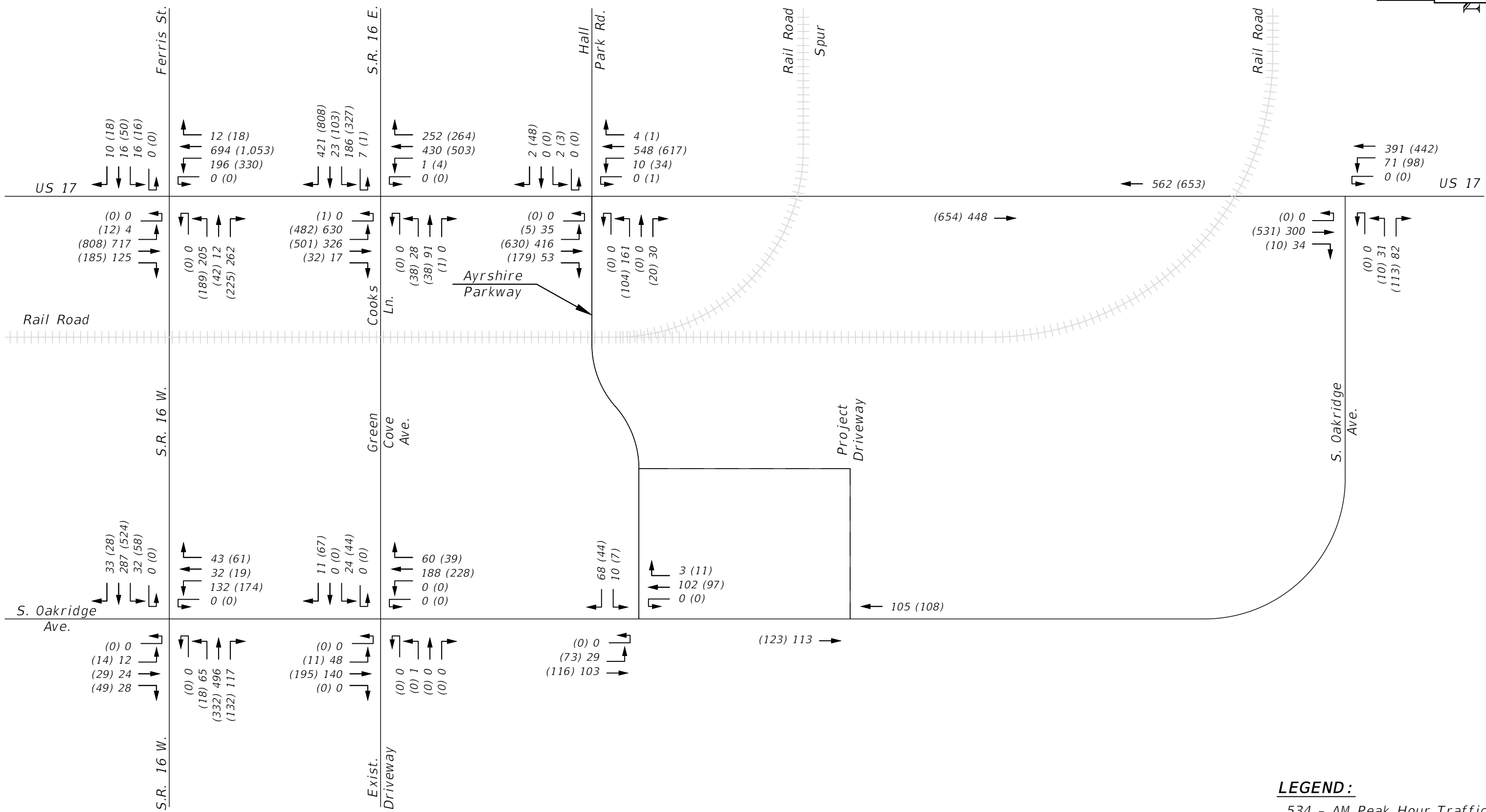
Numbers shown at First Coast Expressway and US 17 are for Project Traffic Only.

Figure 12 - Year 2035 AM and PM Peak Hour (Analysis Phase 04) Project Traffic Distribution and Assignment



LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic

Figure 13 - Year 2025 AM and PM Peak Hour (Analysis Phase 01) Build-Out Traffic Volumes



LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic

Figure 14 - Year 2027 AM and PM Peak Hour (Analysis Phase 02) Build-Out Traffic Volumes

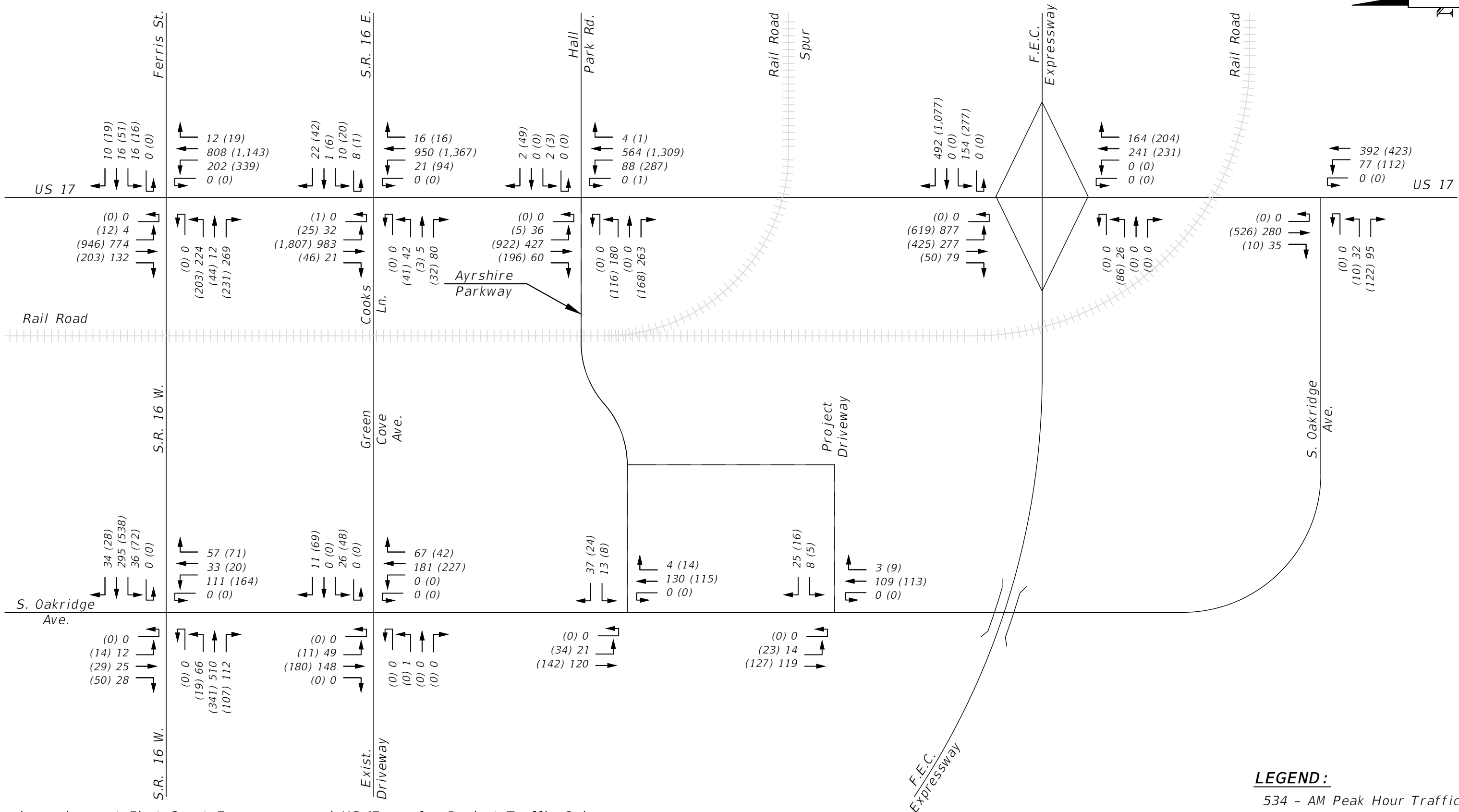
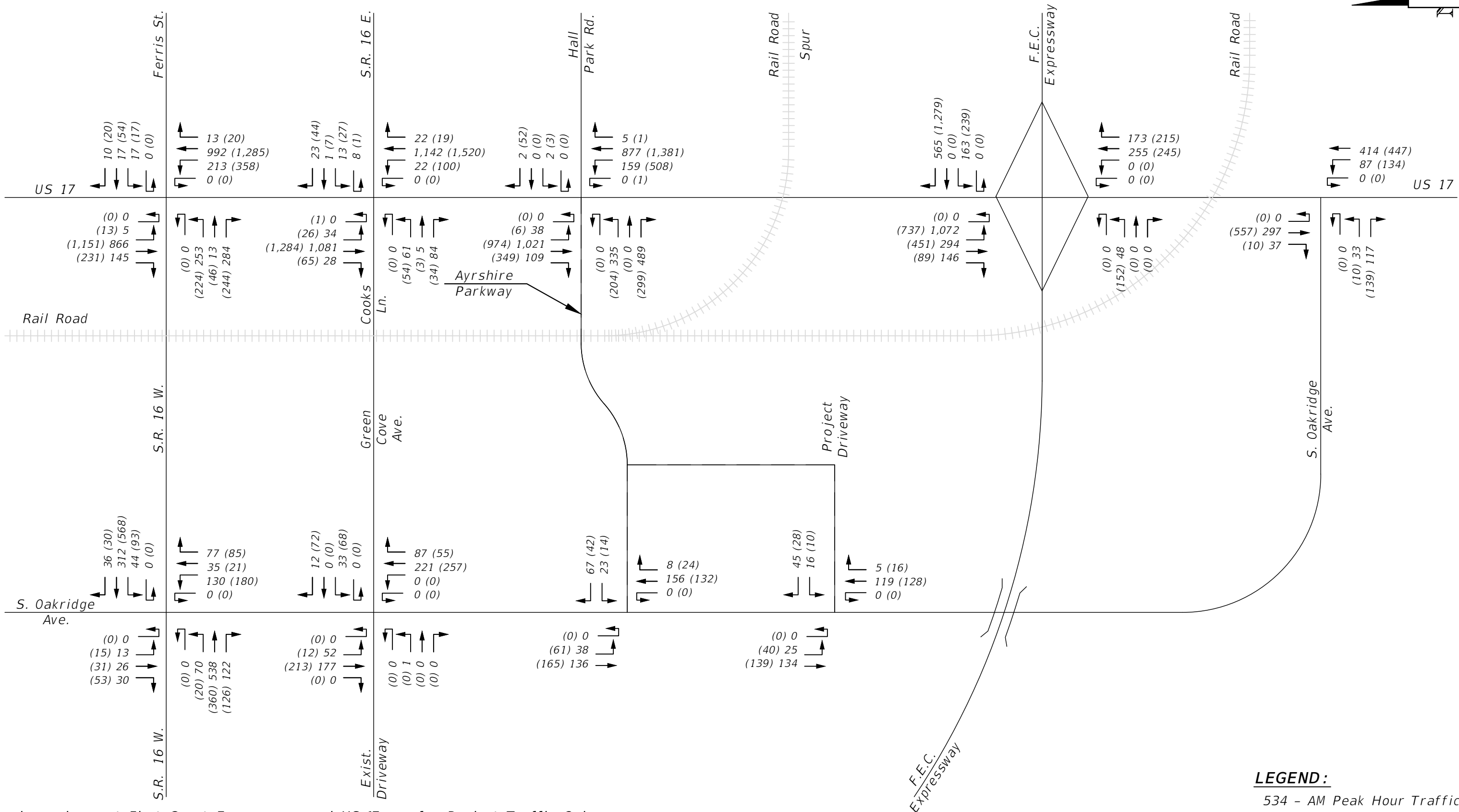


Figure 15 - Year 2030 AM and PM Peak Hour (Analysis Phase 03) Build-Out Traffic Volumes



Numbers shown at First Coast Expressway and US 17 are for Project Traffic Only.

LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic

Figure 16 - Year 2035 AM and PM Peak Hour (Analysis Phase 04) Build-Out Traffic Volumes

Table 01
Trip Generation
Ayrshire PUD, City of Green Cove Springs, FL

ITE Land Use Code	Description	Quantity	Units	Time Period	Rate or Equation	Percent Traffic		Project Trips		
						Entering	Exiting	Total	Entering	Exiting
Year 2025 (Analysis Phase 01)										
210	Single Family Home Detached	231	Dwelling Units	Daily	$\ln(T) = 0.92 \ln(X) + 2.71$	50%	50%	2,246	1,123	1,123
				AM Peak	$T = 0.71(X) + 4.80$	25%	75%	169	42	127
				PM Peak	$\ln(T) = 0.96 \ln(X) + 0.20$	63%	37%	227	143	84
Year 2027 (Analysis Phase 02)										
210	Single Family Home Detached	500	Dwelling Units	Daily	$\ln(T) = 0.92 \ln(X) + 2.71$	50%	50%	4,571	2,286	2,285
				AM Peak	$T = 0.71(X) + 4.80$	25%	75%	360	90	270
				PM Peak	$\ln(T) = 0.96 \ln(X) + 0.20$	63%	37%	476	300	176
Year 2030 (Analysis Phase 03)										
210	Single Family Home Detached	1,000	Dwelling Units	Daily	$\ln(T) = 0.92 \ln(X) + 2.71$	50%	50%	8,648	4,324	4,324
				AM Peak	$T = 0.71(X) + 4.80$	25%	75%	715	179	536
				PM Peak	$\ln(T) = 0.96 \ln(X) + 0.20$	63%	37%	927	584	343
Year 2035 (Analysis Phase 04)										
210	Single Family Home Detached	1,470	Dwelling Units	Daily	$\ln(T) = 0.92 \ln(X) + 2.71$	50%	50%	12,327	6,164	6,163
				AM Peak	$T = 0.71(X) + 4.80$	25%	75%	1,049	262	787
				PM Peak	$\ln(T) = 0.96 \ln(X) + 0.20$	63%	37%	1,341	845	496
221	Multi-Family Residential (Low-rise)	630	Units	Daily	$T = 7.56(X) - 40.86$	50%	50%	4,722	2,361	2,361
			Units	AM Peak	$\ln(T) = 0.95 \ln(X) - 0.51$	23%	77%	274	63	211
			Units	PM Peak	$\ln(T) = 0.89 \ln(X) - 0.02$	63%	37%	304	192	112
								17,049	8,525	8,524
								1,323	325	998
								1,645	1,037	608

Source: Trip Generation Manual, 10th Edition, ITE

Table 02
Trends Growth Rate Calculations
Ayrshire PUD, City of Green Cove Springs, FL

Roadway	AADT	Historic Growth Rate	Future Growth Rate
Oak Ridge Avenue	2,200	1.19%	0.91%
SR 16 East of US 17	17,900	1.75%	1.57%
SR 16 West of Oak Ridge	14,100	6.03%	4.99%
SR 16 West of US 17	12,300	3.21%	2.76%
US 17 North of SR 16 E	19,200	-1.26%	-1.26%
US 17 North of SR 16 W	22,500	0.00%	0.00%
US 17 South of SR 16 E	15,000	3.41%	2.98%
US 17 South of SR 16W	19,400	-2.22%	-2.39%
		0.01%	0.01%

Source: Attachment C

Table 03
Existing Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	37.50	D		34.20	C	
	EB	Signal	49.40	D		27.90	C	
	WB	Signal	25.50	C		42.30	D	
	NB	Signal	30.10	C		28.60	C	
	SB	Signal	26.40	C		24.00	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	33.00	C		130.10	F	
	EB	Signal	56.40	E		37.20	D	
	WB	Signal	46.90	D		40.00	D	
	NB	Signal	21.70	C		216.40	F	
	SB	Signal	29.50	C		48.70	D	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	35.00	C		38.80	D	
	EB	Signal	46.90	D		47.20	D	
	WB	Signal	26.50	C		40.00	D	
	NB	Signal	44.60	D		48.30	D	
	SB	Signal	33.60	C		28.90	C	
US 17 at Hall Park Road	SBL	Yield	9.00	A	25	9.30	A	25
	WB	Stop	18.60	A	25	11.90	B	25
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	7.80	A	25	10.90	B	-
	WB	Stop	11.80	B	25	7.70	A	25
US 17 at Oak Ridge Avenue	NBL	Yield	8.70	A	25	9.00	A	25
	EB	Stop	13.40	B	25	12.30	B	25

Source: Attachment H

Table 04
Year 2025 Background Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	40.80	D		34.70	C	
	EB	Signal	56.00	E		27.80	C	
	WB	Signal	25.70	C		43.20	D	
	NB	Signal	30.60	C		29.20	C	
	SB	Signal	26.50	C		24.10	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	33.50	C		141.90	F	
	EB	Signal	55.60	E		37.40	D	
	WB	Signal	47.70	D		40.30	D	
	NB	Signal	22.50	C		237.90	F	
	SB	Signal	30.40	C		52.10	D	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	35.40	D		40.90	D	
	EB	Signal	47.10	D		47.80	D	
	WB	Signal	27.20	C		44.40	D	
	NB	Signal	45.20	D		49.30	D	
	SB	Signal	33.90	C		29.10	C	
US 17 at Hall Park Road	SBL	Yield	9.00	A	25	9.40	A	25
	WB	Stop	18.60	C	25	12.10	B	25
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	7.80	A	25	7.80	A	-
	WB	Stop	12.00	B	25	11.00	B	25
US 17 at Oak Ridge Avenue	NBL	Yield	8.70	A	25	9.10	A	25
	EB	Stop	13.40	B	25	12.50	B	25

Source: Attachment H

Table 05
Year 2027 Background Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	42.90	D		35.00	D	
	EB	Signal	60.30	E		27.80	C	
	WB	Signal	26.00	C		43.80	D	
	NB	Signal	30.90	C		29.50	C	
	SB	Signal	26.60	C		24.10	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	33.80	C		148.10	F	
	EB	Signal	55.20	E		37.40	D	
	WB	Signal	47.70	D		40.40	D	
	NB	Signal	23.00	C		249.30	F	
	SB	Signal	30.90	C		54.00	D	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	35.70	D		42.30	D	
	EB	Signal	47.30	D		48.10	D	
	WB	Signal	27.50	C		47.40	D	
	NB	Signal	45.40	D		49.80	D	
	SB	Signal	34.10	C		29.20	C	
US 17 at Hall Park Road	SBL	Yield	9.10	A	25	9.50	A	25
	WB	Stop	19.90	C	25	12.20	B	25
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	7.90	A	25	7.80	A	-
	WB	Stop	12.10	B	25	11.10	B	25
US 17 at Oak Ridge Avenue	NBL	Yield	8.80	A	25	9.10	A	25
	EB	Stop	13.90	B	25	12.80	B	25

Source: Attachment H

Table 06
Year 2030 Background Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	46.40	D		35.60	D	
	EB	Signal	67.10	E		27.80	C	
	WB	Signal	26.40	C		44.80	D	
	NB	Signal	31.30	C		30.20	C	
	SB	Signal	26.60	C		24.20	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	34.50	C		158.10	F	
	EB	Signal	54.90	D		37.60	D	
	WB	Signal	47.80	D		40.50	D	
	NB	Signal	24.30	C		267.00	F	
	SB	Signal	31.70	C		57.90	E	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	29.40	C		44.30	D	
	EB	Signal	49.90	D		52.80	D	
	WB	Signal	30.70	C		29.10	C	
	NB	Signal	27.80	C		48.00	D	
	SB	Signal	28.20	C		37.80	D	
US 17 at Hall Park Road	SBL	Yield	53.50	F	25	14.20	B	25
	WB	Stop	10.70	B	25	24.40	C	50
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	7.90	A	25	7.80	A	-
	WB	Stop	12.30	B	25	11.20	B	25
US 17 at Oak Ridge Avenue	NBL	Yield	8.90	A	25	9.20	A	25
	EB	Stop	14.20	B	25	12.90	B	25

Source: Attachment H

Table 07
Year 2035 Background Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	53.70	D		37.00	D	
	EB	Signal	81.70	F		28.00	C	
	WB	Signal	27.20	C		47.30	D	
	NB	Signal	31.90	C		31.50	C	
	SB	Signal	26.90	C		24.30	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	35.80	D		174.90	F	
	EB	Signal	54.00	D		37.90	D	
	WB	Signal	48.20	D		40.80	D	
	NB	Signal	26.60	C		295.70	F	
	SB	Signal	33.30	C		66.00	E	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	30.00	C		47.70	D	
	EB	Signal	50.40	D		66.20	E	
	WB	Signal	30.80	C		30.60	C	
	NB	Signal	28.50	C		48.30	D	
	SB	Signal	28.80	C		44.90	D	
US 17 at Hall Park Road	SBL	Yield	11.10	B	25	15.00	B	25
	WB	Stop	66.40	F	25	27.80	D	50
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	7.90	A	25	7.80	A	-
	WB	Stop	12.50	B	25	11.50	B	25
US 17 at Oak Ridge Avenue	NBL	Yield	9.00	A	25	9.30	A	25
	EB	Stop	14.70	B	50	13.20	B	25

Source: Attachment H

Table 08
Year 2025 (Analysis Phase 01) Development Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	36.20	D		35.50	D	
	EB	Signal	45.80	D		33.60	C	
	WB	Signal	23.40	C		40.80	D	
	NB	Signal	31.80	C		29.90	C	
	SB	Signal	25.10	C		23.20	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	31.60	C		133.70	F	
	EB	Signal	52.60	E		37.60	D	
	WB	Signal	45.80	D		39.40	D	
	NB	Signal	21.00	C		220.70	F	
	SB	Signal	28.30	C		64.70	E	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	34.90	C		42.00	D	
	EB	Signal	50.30	D		49.50	D	
	WB	Signal	25.40	C		48.50	D	
	NB	Signal	43.70	D		47.60	D	
	SB	Signal	34.00	C		29.40	C	
US 17 at Hall Park Road	SBL	Yield	8.80	A	25	9.50	A	25
	WB	Stop	14.30	B	-	12.00	B	25
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	8.00	A	25	7.90	A	-
	WB	Stop	12.30	B	25	13.10	B	25
US 17 at Oak Ridge Avenue	NBL	Yield	8.50	A	25	9.20	A	25
	EB	Stop	12.00	B	25	12.20	B	25
Oak Ridge Avenue at Ayrshire Boulevard	SBL	Yield	7.6	A	25	7.7	A	25
	WBL	Stop	11.4	B	25	12.1	B	25
	WBR	Stop	9.4	A	25	9.2	A	25

Source: Attachment H

Table 09
Year 2027 (Analysis Phase 02) Development Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	37.20	D		37.10	D	
	EB	Signal	47.80	D		37.20	D	
	WB	Signal	22.90	C		42.40	D	
	NB	Signal	30.60	C		29.00	C	
	SB	Signal	25.10	C		23.20	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	32.20	C		96.70	F	
	EB	Signal	55.70	E		38.20	D	
	WB	Signal	45.70	D		46.80	D	
	NB	Signal	22.00	C		157.50	F	
	SB	Signal	29.00	C		42.40	E	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	37.30	D		45.00	D	
	EB	Signal	49.10	D		48.90	D	
	WB	Signal	27.80	C		53.30	D	
	NB	Signal	49.60	D		48.40	D	
	SB	Signal	33.40	C		32.00	C	
US 17 at Ayrshire Boulevard/Hall Park Road	Intersection	Signal	13.50	B		13.00	B	
	EB	Signal	15.00	B		16.00	B	
	WB	Signal	20.40	C		22.00	C	
	NB	Signal	14.50	B		11.90	B	
	SB	Signal	11.70	B		13.90	B	
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	7.90	A	25	7.90	A	-
	WB	Stop	12.00	B	25	13.10	B	25
Oak Ridge Avenue at Ayrshire Boulevard	SBL	Yield	7.5	A	25	7.7	A	25
	WBL	Stop	10.3	B	25	12.1	B	25
	WBR	Stop	9.2	A	25	9.2	A	25
US 17 at Oak Ridge Avenue	NBL	Yield	8.70	A	25	9.20	A	25
	EB	Stop	12.40	B	25	12.20	B	25

Source: Attachment H

Table 10
Year 2030 (Analysis Phase 03) Development Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	37.60	D		35.80	D	
	EB	Signal	48.60	D		33.20	D	
	WB	Signal	22.90	C		42.40	D	
	NB	Signal	30.30	C		29.00	C	
	SB	Signal	25.10	C		23.30	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	32.90	C		173.20	F	
	EB	Signal	53.80	D		37.70	D	
	WB	Signal	45.70	D		39.60	D	
	NB	Signal	24.00	C		245.60	F	
	SB	Signal	30.70	C		145.20	F	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	30.50	D		44.50	D	
	EB	Signal	50.50	D		46.70	D	
	WB	Signal	30.60	C		29.70	C	
	NB	Signal	28.60	C		47.10	D	
	SB	Signal	29.90	C		41.80	D	
US 17 at Ayrshire Boulevard/Hall Park Road	Intersection	Signal	14.00	B		15.70	B	
	EB	Signal	23.30	C		25.40	C	
	WB	Signal	25.50	C		31.60	C	
	NB	Signal	10.90	B		15.80	B	
	SB	Signal	12.80	B		12.50	B	
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	7.90	A	25	7.80	A	-
	WB	Stop	12.10	B	25	12.20	B	25
Oak Ridge Avenue at Ayrshire Boulevard	SBL	Yield	7.5	A	25	7.6	A	25
	WBL	Stop	10.5	B	25	10.9	B	25
	WBR	Stop	9.2	A	25	9	A	25
Oak Ridge Avenue at Jersey Avenue	SBL	Yield	7.50	A	25	7.50	A	25
	WB	Stop	9.70	A	25	9.40	A	25
US 17 at Oak Ridge Avenue	NBL	Yield	8.60	A	25	9.30	A	25
	EB	Stop	12.40	B	25	12.50	B	25

Source: Attachment H

Table 11
Year 2035 (Analysis Phase 04) Development Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	42.60	D		37.20	D	
	EB	Signal	58.20	E		35.70	D	
	WB	Signal	22.90	C		43.10	D	
	NB	Signal	32.50	C		30.70	C	
	SB	Signal	25.30	C		23.40	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	35.90	D		241.00	F	
	EB	Signal	51.90	D		38.20	D	
	WB	Signal	46.20	D		39.80	D	
	NB	Signal	29.40	C		305.50	F	
	SB	Signal	34.60	C		251.70	F	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	33.60	C		33.50	D	
	EB	Signal	53.00	D		64.20	E	
	WB	Signal	30.90	C		38.00	D	
	NB	Signal	33.10	C		35.40	D	
	SB	Signal	31.60	C		29.10	C	
US 17 at Ayrshire Boulevard/Hall Park Road	Intersection	Signal	31.00	C		55.70	E	
	EB	Signal	42.80	D		72.90	E	
	WB	Signal	38.40	D		65.20	E	
	NB	Signal	23.50	C		39.20	D	
	SB	Signal	29.30	C		72.30	E	
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	7.70	A	25	8.00	A	-
	WB	Stop	11.20	B	25	13.80	B	50
Oak Ridge Avenue at Ayrshire Boulevard	SBL	Yield	7.7	A	25	7.7	A	25
	WBL	Stop	11.4	B	25	12	B	25
	WBR	Stop	9.5	A	25	9.3	A	25
Oak Ridge Avenue at Jersey Avenue	SBL	Yield	7.50	A	25	7.60	A	25
	WB	Stop	9.70	A	25	9.80	A	25
US 17 at Oak Ridge Avenue	NBL	Yield	8.70	A	25	9.60	A	25
	EB	Stop	12.80	B	25	13.10	B	50

Source: Attachment H

Attachment A

Conceptual Site Plan
(Source: Dunn and Associates, Inc.)

**SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION
AGREEMENT
(Ayrshire)**

THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT (“**Agreement**”) is made by and among **CITY OF GREEN COVE SPRINGS**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 321 Walnut Street, Green Cove Springs, Florida 32043 (the “**City**”); **CLAY COUNTY DISTRICT SCHOOLS**, a body corporate and political subdivision of the State of Florida, whose address is 900 Walnut Street, Green Cove Springs, Florida 32043 (hereinafter referred to as “**School District**”); and **D.R. HORTON, INC. – JACKSONVILLE**, a Delaware corporation, whose address is 4220 Race Track Road, St. Johns, Florida 32259 (hereinafter referred to as the “**Developer**”).

RECITALS:

WHEREAS, Developer is the contract purchaser of that certain tract of land being approximately 561 acres located in the City of Green Cove Springs, being a portion of Clay County Parcel Identification No. 38-06-26-016515-000-00 as more particularly described on **Exhibit “A”** attached hereto incorporated herein by this reference (the “**Property**”). The location of the Property described in **Exhibit “A”** is illustrated with a map appearing in **Exhibit “B”**; and further described in the School Concurrency Reservation Certificate application entitled Ayrshire/Gustafson’s Dairy; and

WHEREAS, the Applicant has submitted an application for a development proposal seeking approval to develop a maximum of 2,100 residential dwelling units on the Property, hereinafter referred to as the “**Development Proposal**”; and

WHEREAS, the City and the School District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards (“**Level of Service**” and “**Level of Service Standards**”) consistent with the terms of the current Interlocal Agreement for Coordinated Planning, Public Educational Facility Siting and Review and School Concurrency in Clay County between the School District, the Clay County Board of County Commissioners and the local governments, including the City (the “**Interlocal Agreement**”), and the public school facilities and capital improvement elements of the respective comprehensive plans (individually, “**Element**”; plural, “**Elements**”); and

WHEREAS, at the time of this Agreement, adequate elementary and high school capacity is available to accommodate the elementary and high school students the Development Proposal is anticipated to generate by the Development Proposal; and

WHEREAS, at the adopted Level of Service standards, (i) adequate school capacity is not available for seventy-one (71) junior high students generated by the Development Proposal at the Level of Service Standard within the school concurrency services area or areas (“**Concurrency Service Area**”; “**Concurrency Service Areas**”) in which the Development

Proposal is located, to accommodate the anticipated number of public school students that the Development Proposal will generate; (ii) the needed junior high school capacity for the applicable Concurrency Service Area or Concurrency Service Areas within which the Development Proposal is located is also not available in any contiguous Concurrency Service Areas; and (iii) available junior high school capacity will not be in place or under actual construction within three (3) years after the approval of the Development Proposal; and

WHEREAS, authorizing these new residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard for public school facilities in one or more applicable Concurrency Service Areas, or will exacerbate existing deficiencies in Level of Service; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Applicant's execution of this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by these new residential dwelling units ("**Proportionate Share Mitigation**"); and

WHEREAS, the Parties further agree that the appropriate Proportionate Share Mitigation option necessary to satisfy public school concurrency is payment of Proportionate Share Mitigation in the amount of **\$1,967,552.00 for the Development Proposal, or \$936.93 per dwelling unit**, as more specifically depicted or described herein; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which the Developer shall pay funds as Proportionate Share Mitigation for the Property impacts on K-12 educational facilities under control of the School District.

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. **PARTIES.** The City, the School District and the Developer shall be collectively referred to as the "**Parties.**"

3. **LEGALLY BINDING COMMITMENT.** The Parties agree that this Agreement constitutes a legally binding commitment by the Developer to provide Proportionate Share Mitigation for the new residential dwelling units sought to be approved by City in the Development Proposal for the Property.

4. **PROPORTIONATE SHARE MITIGATION.** The Parties agree that the payment of Proportionate Share Mitigation in the total amount of \$1,967,552.00 for the Development Proposal, or \$936.93 per dwelling unit, is an appropriate Proportionate Share Mitigation option necessary to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas. Upon

the final execution of this Agreement, the School District shall issue a revised School Concurrency Determination showing adequate mitigation. The duration and effect of this School Concurrency Determination shall be in accordance with the Interlocal Agreement and the Public School Facilities Element. However, in no event shall this School Concurrency Determination, or any capacity reservation based on this Determination, continue to be effective if the Developer fails to perform its obligations under this Agreement. Conversely, once the Developer has completely performed its obligations under this Agreement, the Developer shall be entitled to rely on the School Concurrency Determination and capacity reservation to the extent of the capacity provided by the Proportionate Share Mitigation and once the Developer has completely performed its obligations under this Agreement, such right of reliance shall survive the expiration of this Agreement.

5. **TIMING**. The Parties agree that the Proportionate Share Mitigation shall occur at the time of, and be a condition for the issue by City of, final plat approval for each lot within the Property. For example, if a plat contains 100 lots, the Developer shall pay \$93,693.00 (100 lots times \$936.93 per lot) in Proportionate Share Mitigation prior to the City's approval of such plat. Each payment shall be made directly to the School District.

6. **IMPACT FEE CREDIT**. As consideration for the Developer's Proportionate Share Mitigation specified herein, the Parties agree that the City shall provide a credit of \$1,967,552.00 for the Development Proposal, or \$936.93 per dwelling unit, toward any school impact fee or exaction imposed by ordinance of the City or Clay County for the same need. Should the school impact fee or exaction be greater than the above-described credit, the Developer shall pay the difference at the time school impact fees are due. The Developer shall provide a school impact fee voucher substantially in the form of "**Exhibit C**" to the City and/or County, at the time of impact fee payment. Should the school impact fee or exaction be less, the Developer shall not be entitled to the use of any excess credits. Should school impact fees be pre-paid in order to extend the Final Certificate of Concurrency, any remaining balance due on the Proportionate Share Mitigation shall be paid at the time of final subdivision approval. Provided, however nothing in this Agreement shall be deemed to require the City to continue to levy or collect School Impact Fees, or, if levied, to levy them for any certain amount.

7. **SCHOOL CAPACITY IMPROVEMENT**. The School District agrees to apply the Proportionate Share Mitigation contributed by the Developer toward a school capacity improvement which will be added to the planned capital improvements in the Five Year District Facilities Work Plan at the time of its next annual update, and which satisfies the demands created by the Development Proposal in accordance with this Agreement.

8. **NO GUARANTEE OF LAND USE/ZONING**. Nothing in this Agreement shall require the City to approve any Land Use Amendment or Rezoning application associated with the Property.

9. **EFFECTIVE DATE**. This Agreement shall become effective on the date it is recorded in the Public Records of Clay County, Florida (the "**Effective Date**"). If this Agreement is not executed by the Developer and delivered to the City within thirty (30) days after the latter of City or School District approval of this Agreement, this Agreement shall become void.

10. **TERM.** This Agreement shall expire upon the Parties' completion of their performance of all obligations herein.

11. **STATUTORY COMPLIANCE.** The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes.

12. **NOTICES.** Whenever any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving notice:

TO THE CITY:

City Manager
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043

WITH COPIES TO:

Jim Arnold, Attorney
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043
cityattorney@greencovesprings.com

FOR SCHOOL DISTRICT:

James Fossa
Coordinator of Planning and
Intergovernmental Affairs
Clay County District Schools
900 Walnut Street
Green Cove Springs, Florida 32043

FOR DEVELOPER:

D.R. Horton, Inc. – Jacksonville
Attn: John R. Gislason
4220 Race Track Road
St. Johns, Florida 32259

WITH COPIES TO:

Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

13. **RELEASE.** Upon the performance of all obligations of all Parties hereto, the School District shall release the Developer from this Agreement, and the Developer shall release the School District and the City from any and all future claims, costs or liabilities arising out of

the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Developer's expense in the Official Records of Clay County, Florida, evidencing such performance.

14. **DEFAULT.** If any party to this Agreement materially defaults under the terms hereof, then the City shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the Developer of the property described herein fail to timely cure a default in meeting their obligations set forth herein, its Concurrency certificate, issued based upon payment and/or performance hereunder, shall be voided and that Developer and the property described herein shall lose their right to concurrency under this Agreement and their right to School Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property dependent upon such certificate will be stopped, until and unless the agreement is reinstated or the default is cured or capacity becomes available and is granted through an appropriate application. Should City or School District fail to timely cure a default in meeting their obligations set forth herein, Developer may seek any and all remedies available to it in law or equity.

15. **VENUE; CHOICE OF LAW.** Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of Clay County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

16. **CAPTIONS and PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

17. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

18. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

19. **FURTHER ASSURANCES.** The Parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

20. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all the Parties to this Agreement.

21. **ASSIGNMENT.** This Agreement runs with the land. The Developer may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all of the Parties. At the election of the School District,

such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

22. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is made for the sole benefit and protection of the parties, their successors and assigns, and no other persons shall have any right of action hereunder.

23. **COUNTERPARTS.** This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.

24. **RECORDING OF THIS AGREEMENT.** The Developer shall record this Agreement, at its expense, within fourteen (14) days after full execution, in the Clay County Public Records. Time is of the essence in the recording, and failure to timely record shall render this Agreement void.

25. **MERGER CLAUSE.** This Agreement sets forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

26. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of this Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates above each signature:

CITY of GREEN COVE SPRINGS, through its CITY COMMISSION, signing by and through its City Manager, authorized to execute same by Commission action on this _____ day of _____, 2021.

The SCHOOL DISTRICT OF CLAY COUNTY, signing by and through its Chair, authorized to execute same by District action on this _____ day of _____, 2021.

The DEVELOPER signing by _____ its _____ duly authorized to execute same, on this _____ day of _____, 2021.

CITY

Passed and Duly Adopted by the City Commission of the City of Green Cove Springs, Florida this ____ day of _____, 2021.

Attest:

CITY OF GREEN COVE SPRINGS,
FLORIDA, a municipal corporation

Print Name: _____

By: _____
Steve Kennedy, City Manager

Print Name: _____

Approved as to form, legal sufficiency and execution:

By: _____
L.J. Arnold, III, City Attorney

SCHOOL DISTRICT

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2021.

WITNESSES

**THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

Print Name: _____

By: _____, Chair

Print Name: _____

(Please Print)

ATTEST:

By: _____, Superintendent of Schools

(Please Print)

DEVELOPER

Signed, witnessed, executed and acknowledged on this ___ day of _____, 2021.

WITNESSES

DEVELOPER

D.R. HORTON INC. -JACKSONVILLE, a
Delaware corporation

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization on this day ___ of _____, 2021, by _____, as _____ of D.R. Horton, Inc. - Jacksonville., a Delaware corporation, on behalf of the corporation, who is (check one) personally known to me or has produced a valid driver's license as identification.

Notary Public

Name: _____

Commission Expires: _____

Exhibit "A"

Property

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 1545, page 513 of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Easterly right of way line of County Road 15A, (South Oakridge Avenue), a 100 foot right of way as presently established with the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established; thence Southerly along said Easterly right of way line and along the arc of a curve concave Westerly having a radius of 1959.86 feet, through a central angle of $14^{\circ}47'09''$, an arc length of 505.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $05^{\circ}15'37''$ East, 504.36 feet; thence South $02^{\circ}07'57''$ West, continuing along last said Easterly right of way line, 1331.79 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203 of said Public Records and the Point of Beginning.

From said Point of Beginning, thence Easterly and Northeasterly along the Southerly and Southeasterly boundary of last said lands, the following 12 courses: Course 1, thence South $88^{\circ}31'42''$ East, departing last said Easterly right of way line, 282.59 feet; Course 2, thence North $21^{\circ}17'17''$ East, 161.55 feet; Course 3, thence South $68^{\circ}42'43''$ East, 287.10 feet; Course 4, thence South $58^{\circ}52'43''$ East, 32.90 feet; Course 5, thence South $37^{\circ}48'54''$ East, 22.40 feet; Course 6, thence North $70^{\circ}53'31''$ East, 15.20 feet; Course 7, thence North $34^{\circ}14'49''$ East, 52.23 feet; Course 8, thence South $88^{\circ}17'22''$ East, 94.17 feet; Course 9, thence North $31^{\circ}43'31''$ East, 427.82 feet; Course 10, thence North $73^{\circ}46'32''$ West, 158.11 feet; Course 11, thence North $13^{\circ}06'51''$ East, 477.10 feet; Course 12, thence North $10^{\circ}55'57''$ East, 142.00 feet to a point lying on the Southwesterly line of those lands described and recorded as Parcel "A" in Official Records Book 3316, page 1098 of said Public Records; thence South $77^{\circ}06'26''$ East, along last said line, 2932.48 feet to the Northwest corner of those lands described and recorded in Official Records Book 3855, page 1391 of said Public Records; thence Southerly along the westerly line thereof, the following 3 courses: Course 1, thence South $21^{\circ}54'49''$ East, 3242.16 feet; Course 2, thence South $68^{\circ}05'09''$ West, 1307.43 feet; Course 3, thence South $21^{\circ}54'51''$ East, 1003.87 feet to a point lying on the Northerly line of an Access and Maintenance Easement as described and recorded in Official Records Book 3855, page 1394 of said Public Records; thence Westerly along said Northerly line, the following 26 courses: Course 1, thence South $37^{\circ}01'31''$ West, 149.07 feet to the point of curvature of a curve concave Northwesterly having a radius of 955.00 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of $16^{\circ}37'06''$, an arc length of 276.99 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $45^{\circ}20'05''$ West, 276.02 feet; Course 3, thence South $67^{\circ}24'13''$ West, along a non-tangent line, 105.10 feet; Course 4, thence South $53^{\circ}45'05''$ West, 12.16 feet; Course 5, thence South $13^{\circ}14'26''$ West, 24.72 feet; Course 6, thence South $63^{\circ}07'28''$ West, 859.11 feet; Course 7, thence North $26^{\circ}52'32''$ West, 5.00 feet; Course 8, thence South $63^{\circ}07'28''$ West, 382.73 feet; Course 9, thence North $26^{\circ}52'32''$ West,

31.65 feet; Course 10, thence South $63^{\circ}07'28''$ West, 74.60 feet; Course 11, thence South $26^{\circ}52'32''$ East, 36.65 feet; Course 12, thence South $63^{\circ}07'28''$ West, 102.14 feet to the point of curvature of a curve concave Northerly having a radius of 955.00 feet; Course 13, thence Westerly along the arc of said curve, through a central angle of $22^{\circ}47'15''$, an arc length of 379.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $74^{\circ}31'05''$ West, 377.32 feet; Course 14, thence South $85^{\circ}54'43''$ West, 731.91 feet; Course 15, thence North $04^{\circ}05'17''$ West, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 250.00 feet; Course 16, thence Westerly along the arc of said curve, through a central angle of $05^{\circ}44'03''$, an arc length of 25.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $88^{\circ}46'45''$ West, 25.01 feet; Course 17, thence North $88^{\circ}21'14''$ West, 61.78 feet; Course 18, thence North $19^{\circ}49'14''$ West, 8.30 feet; Course 19, thence North $55^{\circ}44'57''$ West, 30.16 feet; Course 20, thence South $67^{\circ}18'10''$ West, 29.23 feet; Course 21, thence South $07^{\circ}09'24''$ West, 17.00 feet; Course 22, thence North $88^{\circ}21'14''$ West, 362.37 feet; Course 23, thence South $01^{\circ}38'46''$ West, 5.00 feet; Course 24 thence North $88^{\circ}21'14''$ West, 800.00 feet; Course 25, thence North $01^{\circ}38'46''$ East, 10.00 feet; Course 26, thence North $88^{\circ}21'14''$ West, 355.52 feet to a point lying on the aforementioned Easterly right of way line of County Road 15A; thence North $02^{\circ}07'57''$ East, along last said Easterly right of way line, 5150.65 feet to the Point of Beginning.

Containing 560.52 acres, more or less.

Exhibit "B"

Property Location

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

June 14, 2021

The Honorable Edward Gaw
Mayor, City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043

Dear Mayor Gaw:

The Department of Economic Opportunity (“Department”) has reviewed the City of Green Cove Springs proposed comprehensive plan amendment (Amendment No. 21-01ESR), received on May 28, 2021, pursuant to the expedited state review process in Section 163.3184(2)(3), Florida Statutes (F.S.). We have identified no comment related to adverse impacts to important state resources and facilities within the Department’s authorized scope of review.

We are, however, providing a technical assistance comment consistent with Section 163.3168(3), F.S. The technical assistance comment will not form the basis of a challenge. It is offered either as a suggestion which can strengthen the City’s comprehensive plan in order to foster a vibrant, healthy community or is technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comment is:

Technical Assistance Comment: Staff has determined that there exists inconsistency between the text supplied in draft ordinances O-03-2021 and O-04-2021, and the proposed text amendments supplied in “exhibit A” of ordinance O-04-2021. The ordinances refer to a Future Land Use Map (FLUM) change from Clay County Rural Fringe & Industrial to City of Green Cove Springs Residential Low Density. However, proposed policy 1.14.1 states that the proposed land use change will be to Residential Medium Density. As it is written, the proposed text amendment creates internal inconsistency within the city’s comprehensive plan.

The City should revise policy 1.14.1 prior to adoption to state that the FLUM category being adopted is Residential Low Density.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

The Honorable Edward Gaw, Mayor

June 14, 2021

Page 2 of 2

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

If you have any questions concerning this review, please contact Benjamin Naselius, Planning Analyst, by telephone at (850) 717-8421 or by email at Benjamin.Naselius@deo.myflorida.com.

Sincerely,



James D. Stansbury, Chief

Bureau of Community Planning and Growth

JDS/ bn

Enclosure(s): Procedures for Adoption

cc: Michael Daniels, AICP, Planning and Zoning Director

Margo Moehring, AICP, Northeast Florida Regional Council

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "[Comprehensive Plan and Amendment Upload](https://floridajobs.secure.force.com/cpl)" (<https://floridajobs.secure.force.com/cpl>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

2198 Edison Avenue MS 2806
Jacksonville, FL 32204-2730

KEVIN J. THIBAUT, P.E.
SECRETARY

June 14, 2021

Mr. Michael Daniels, AICP
Planning and Zoning Director
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043

SUBJECT: City of Green Cove Springs Proposed Comprehensive Plan Amendment (21-1ESR)

Dear Mr. Daniels,

Pursuant to Section 163.3184(3), Florida Statutes, (F.S.) in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed proposed amendment, City of Green Cove Springs 21-1ESR.

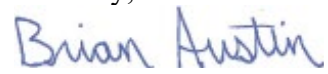
The City of Green Cove Springs has transmitted a Large Scale Future Land Use Map (FLUM) Amendment to re-designate the land use of 560.52 acres, located east of Oakridge, west of US-17, north of SR-23 (First Coast Expressway) and south of Green Cove Avenue. The amendment changes the land use from Clay County Rural Fringe and Industrial to City of Green Cove Springs Residential Low Density with a site specific text amendment that adds development conditions related to the amendment. The existing land uses allow 540 single family dwelling units and 8,287,726 sq. ft. of industrial uses. The proposed land use allows a maximum of 2,242 single family dwelling units and will increase PM Peak hour trips by 721 trips (Attachment A).

The traffic impact study provided is based upon 2,100 dwelling units and indicates the amendment will have significant impacts to State facilities. The study should be updated to include intersection analyses on the affected roadways (Project entrance at US-17, US-17 at SR-16E, US-17 at SR-16W, and US-17 at First Coast Expressway) as well as indicate improvements needed to mitigate the adverse impacts as a result of the land use amendment. FDOT is available to assist in a methodology meeting and determine any assumptions used in the updated study and in the creation of the forthcoming Development Agreement.

We appreciate the opportunity to review the proposed comprehensive plan amendment and request that a copy of the adopted amendment, along with the supporting data and analysis be transmitted within ten working days after the second public hearing for FDOT review.

If you have any questions, please do not hesitate to contact me by email: brian.austin@dot.state.fl.us or call: (904) 360-5664.

Sincerely,



Brian Austin
Transportation Planner
FDOT District Two

cc: Jennifer Carver, FDOT Central Office, Office of Policy Planning
Ray Eubanks, DEO



Florida Department of Transportation

RON DESANTIS
GOVERNOR

2198 Edison Avenue MS 2806
Jacksonville, FL 32204-2730

KEVIN J. THIBAUT, P.E.
SECRETARY

ATTACHMENT A

SUBJECT: City of Green Cove Springs Proposed Comprehensive Plan Amendment (21-1ESR)

Technical Assistance

Trip Generation

The City of Green Cove Springs has transmitted a Large Scale Future Land Use Map (FLUM) Amendment to re-designate the land use of 560.52 acres, located east of Oakridge, west of US-17, north of SR-23 (First Coast Expressway) and south of Green Cove Avenue. The amendment changes the land use from Clay County Rural Fringe and Industrial to City of Green Cove Springs Residential Low Density with a site specific text amendment that adds development conditions related to the amendment. The existing land uses allow 540 single family dwelling units and 8,287,726 sq. ft. of industrial uses. The proposed land use allows a maximum of 2,242 single family dwelling units. Table 1 shows the estimated trip generation using ITE's *Trip Generation Manual, 10th Edition*.

Table 1

Scenario	Land Use	ITE Code	Size	Units	Daily Trips	AM Peak Trips	PM Peak Trips
Existing	General Light Industrial	110	8,287,726	1,000 Sq. Ft.	31,468	682	777
	Single Family Residential	210	540	Dwelling Units	4,906	388	513
Proposed	Single Family Residential	210	2,242	Dwelling Units	18,177	1,597	2,011
Total					-18,197	+527	+721

The proposed FLUM amendment will increase PM Peak Hour trips by 721 trips.



FOR OFFICE USE ONLY	Item #1.
P Z File # _____	
Application Fee: _____	
Filing Date: _____	Acceptance Date: _____
Review Date: SRDT _____ P & Z _____ CC _____	

PUD Rezoning Application

A. PROJECT

- Project Name: Gustafson's Dairy
- Address of Subject Property: County Road 15A
- Parcel ID Number(s): 38-06-26-016515-000-0
- Existing Use of Property: Agriculture
- Future Land Use Map Designation: Rural Fringe/Industrial (Clay County)
- Existing Zoning Designation: Agricultural/Industrial (Clay County)
- Proposed Zoning Designation: Planned Unit Development (PUD)
- Acreage: 561

B. APPLICANT

- Applicant's Status Owner (title holder) Agent
- Name of Applicant(s) or Contact Person(s): Bob Porter, John Gislason Title: _____
 Company (if applicable): D.R. Horton, Inc. - Jacksonville
 Mailing address: 4220 Race Track Road
 City: St. Johns State: Florida ZIP: 32259
 Telephone: () _____ FAX: () _____ e-mail: jrgislason@drhorton.com
- If the applicant is agent for the property owner*
 Name of Owner (titleholder): Gustafson's Cattle, Inc.
 Mailing address: PO Box 600337
 City: Jacksonville State: Florida ZIP: 32260
 Telephone: () _____ FAX: () _____ e-mail: _____

* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

C. ADDITIONAL INFORMATION

- Is there any additional contact for sale of, or options to purchase, the subject property?
 Yes No If yes, list names of all parties involved:

 If yes, is the contract/option contingent or absolute?
 Contingent Absolute


D. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed zoning change and zoning designations on surrounding properties
2. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
3. Plat of the property (Maybe obtained from the Clay County Property Appraiser.)
4. Legal description with tax parcel number.
5. Boundary survey
6. Warranty Deed or the other proof of ownership
7. Site Plan
8. Written Description
9. Binding Letter
10. Fee.
 - a. \$2,000 plus \$20 per acre
 - b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any action of any kind on the development application.

All 10 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

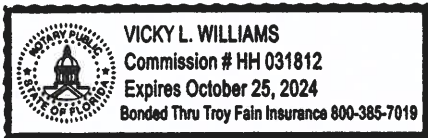
I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge:

	_____
Signature of Applicant	Signature of Co-applicant
<u>Ellen Avery-Smith</u>	_____
Typed or printed name and title of applicant	Typed or printed name of co-applicant
<u>3/23/2021</u>	_____
Date	Date
State of <u>Florida</u>	County of <u>St. Johns</u>

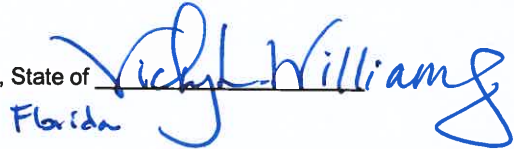
The foregoing application is acknowledged before me this 23rd day of March, 2021 by Ellen

Avery-Smith, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



Signature of Notary Public, State of Florida





PROPERTY OWNER AFFIDAVIT

Owner Name: **Gustafson's Cattle, Inc.**

Address: PO Box 600337, Jacksonville, FL 32260 Phone:

Agent Name: Ellen Avery-Smith, Esq. of Rogers Towers, P.A. & D.R. Horton, Inc. - Jacksonville

Address: c/o 100 Whetstone Place, Suite 200, St. Augustine, FL 32086 Phone: **904-825-1615**

Parcel No.: **38-06-26-016515-000-0**

Requested Action: Application for PUD Rezoning

I hereby certify that:

I am the property owner of record. I authorize the above listed agent to act on my behalf for the purposes of this application.

Property owner signature: Edwin S. Gustafson III

Printed name: Edwin S. Gustafson III

Date: 10/08/2020

The foregoing affidavit is acknowledged before me this 8th day of Oct, 2020, by EDWIN S. GUSTAFSON III, who is/are

personally known to me, or who has/have produced A FLORIDA DELIVERIES LLC
6231-217-68-333-0

as identification.
Larry A. Hunt
State of Florida
My Commission Expires 11/22/2021
Commission No. GG 155171

NOTARY SEAL

[Signature]
Signature of Notary Public, State of FL



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** August 3, 2021

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of, and authorization for the Mayor to execute, Disbursement Request #3 which includes Contractor's Pay Request #2 for Williams Industrial Services, LLC, in the amount of \$459,854.82 (already paid) and Mittauer & Associates Invoice # 21289 in the amount of \$8500.00, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

BACKGROUND

On June 7, 2016, Council provided direction for staff to pursue "Scenario #3" (See excerpt from the June 7th staff report) sewer system expansion/improvements.

Excerpt from the June 7, 2016 Staff Report

"At the October 20, 2015 meeting, Council authorized submittal of a loan application under the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) program for the "Phase I" planning portion of the project which would be completed by Mittauer & Associates. In addition, the Council approved a task order to Mittauer & Associates to prepare the planning documents necessary to secure capital financing under the SRF Program to complete a Facilities Plan, Environmental Plan, Capital Financing Plan, and associated Special Studies."

The staff report reviewed additional aspects of the analysis to date, and summarized three main development scenarios the City was considering. They are outlined as follows:

- Scenario 1: AWWTP only (no reclaimed water improvements)
- Scenario 2: AWWTP and Reclaimed Water System Improvements
- Scenario 3: AWWTP, Reclaimed Water System, and Existing Collection System Improvements

As a result of the discussions and preliminary analysis, the City selected Scenario 3, which had the following implications:

"Scenario 3 – AWWTP, reclaimed water system improvements and collection system improvements (repair and replacement of clay lines city-wide)

Project Cost	\$35,181,000
Loan Amount	\$28,681,000
Retained Earnings	\$1,000,000
Impact Fee Revenue	\$1,200,000
Grants	\$4,300,000
Annual Loan Payment	\$1,316,100"

The costs are planning-level values and the annual loan payment will be based on final bid prices, interest

rates at the time of construction loan acquisition, and accumulated grants/retained earnings/impact-fee revenue. Each scenario was reviewed with the following common variables: All scenarios assumed a 2% increase in the number of wastewater customers each year through FY'20 and a 0.5% increase each year from FY'21 through FY'25. All scenarios assumed \$6,500,000 available in grant funding, retained earnings, and impact fee revenue dedicated to the project up front in order to reduce the total loan repayment amount. Retained earnings is estimated at \$1,000,000. Impact fee revenue is estimated at \$1,200,000. Grant funding from all sources is estimated at \$4,300,000. Although, as indicated earlier in this writing, we may qualify for 45% grant funds from SRF, the total dollar amount available each year for grant funding is limited. Staff feels that \$4,300,000 is a reasonably conservative and prudent estimate as to the amount of grant dollars we may receive. However, depending on the number of projects funded by the SRF program in the next two years and the amount of grant funding available, that number can certainly increase. All scenarios assume a 2.2%, 30-year loan repayment which is in line with the Capital Financing Plan formulas. However, based on recent interest rate history in the SRF program and use of interest rate buy-downs such as requiring Davis-Bacon wage requirements and Buy-American provisions of the contractor, we may be able to realize lower interest rates when our loan is actually processed. The 30-year loan timeline contemplates repayments from FY'21 through FY'50. Reynolds Park re-development is not factored in to any of the scenarios.

On August 10, 2016, SRF staff approved SRF Project # 100400 granting the City of Green Cove Springs a \$2,261,200.00 loan with a principal forgiveness amount of \$1,491,035.00 to address the project's design, permitting, and SSES needs. These tasks were completed and the project has been completed / closed.

On October 18, 2016, the City Council adopted after second and final reading, Ordinance O-13-2016, authorizing the expenditures of up to \$34,158,100.00 for capital improvements to the City's wastewater treatment, wastewater collection and reclaimed water systems

On August 8, 2018, FDER SRF staff approved SRF Project # 100400 granting the City of Green Cove Springs a \$6,120,600.00 loan with a principal forgiveness amount of \$4,063,425.00 for Phase I Construction which includes reclaimed water, electrical and improvements to Lift Stations #2 and #4.

On October 2, 2018 Council approved Resolution No. R-29-2018, a Resolution authorizing staff to submit and mayor to execute a loan application to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) loan program for Phase I Construction of the Consolidated Advanced Wastewater Treatment Plant (AWWTP) and associated Lift Station Improvements.

On December 4, 2018, council approved and authorized the execution of the contract for SRF Project # 100400 granting the City of Green Cove Springs a \$6,120,600.00 loan with a principal forgiveness amount of \$4,063,425.00 for Phase I Construction which includes reclaimed water, electrical and improvements to Lift Stations #2 and #4.

On March 19, 2019, Council approved bid tabulations and awarded Sawcross the plant portion, and R2T the lift station portion, of the Phase I construction.

Phase I construction being completed in May of 2020, Council authorized staff to submit a Request for Inclusion (RFI) to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) for Construction Phase II, which includes construction of a 1.25 million gallon per day (MGD) - annual average daily flow (AADF), advanced wastewater treatment facility (AWWTF), in the amount of \$18,165,500.00.

On August 12, 2020, the FDEP SRF program awarded the City a \$12,000,000.00, 20 year loan, with \$4,452,835.00 in principal forgiveness (grant). Due to a limitation of available funds, the SRF program withheld \$6,186,500.00 in requested funds, which will be reviewed for award and addition to the current loan the next award period.

On 10/6/2020 City Council approved Resolution No. R-27-2020, a Resolution authorizing staff to submit and Mayor to execute the loan application for SRF Loan # 100401 to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) loan program for Phase II Construction of the Consolidated

Advanced Wastewater Treatment Plant (AWWTP) in the amount of \$12,000,000.00 with a principal forgiveness (grant) amount of \$4,452,835.00 providing for an actual repayment amount of \$7,547,165.00.

On 1/19/2021 the City Council approved of, and authorized the Mayor, City Attorney and City Clerk to execute, the Clean Water State Revolving Fund (SRF), Construction Loan Agreement WW100420, Grant Agreement SG 100421 for Phase II Construction of the Consolidated Advanced Wastewater Treatment Plant (AWWTP) in the amount of \$12,000,000.00 with a principal forgiveness (grant) amount of \$4,452,835.00 providing for an actual repayment amount of \$7,547,165.00. The original loan request was for \$18,106,500.00. Due to limited funds, the SRF program limited the award to \$12,000,000.00, with the plan to award the city an additional \$6,106,500.00 in July 2021.

On February 2, 2021, eight Sealed Bids were opened for the construction of the above referenced project. Williams Industrial was determined to be the lowest qualified bidder. The estimated budget / original SRF loan request was for \$18,106,500.00. This project came in under projected budget, including the Additive Alternates.

On 2/10/2021 Council approved the Engineer's Recommendation of Award to Williams Industrial Services, LLC, in the amount of \$15,426,644.33, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

On May 18, 2021, Council approved Disbursement Request #1 in the amount of \$35,000.00.

On June 15, 2021, Council approved Contractor's Pay Request #1 for Williams Industrial in the amount of \$669,305.42

On July 6, 2021 Council approved Disbursement #2 (which included Contractor's Pay Request #1 for Williams Industrial in the amount of \$669,305.42) in the total amount of \$710,205.42.

FISCAL IMPACT

\$468,354.82 from the Wastewater CIP Budget

RECOMMENDATION

Approve of, and authorize the Mayor to execute, Disbursement Request #3 which includes Contractor's Pay Request #2 for Williams Industrial Services, LLC, in the amount of \$459,854.82 (already paid) and Mittauer & Associates Invoice # 21289 in the amount of \$8500.00, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

Disbursement Request Package
State Revolving Fund Programs

Item #2.

1. Project Sponsor City of Green Cove Springs, Florida
2. Project Number WW100420/SG100421
3. Disbursement Request Number 3
4. Invoice Period 6/7/2021 through 6/27/2021
5. Type of Request: Partial Final
6. Federal Employer Identification Number 59-6000328
7. Mail EFT Send Remittance to:

(This must match an address setup in MyFloridaMarketPlace.com as the Vendor address).

Wells Fargo Bank N.A. Account#: 2000007820388 | ABA#: 121000248

Account Name: City of Green Cove Springs Utility Fund Savings

City Address: 321 Walnut Street, Green Cove Springs, FL 32043

Disbursement Details

(Rounded to the nearest dollar)

	Amount This Request	Total Cumulative
1. Planning and Specialized Studies (attach invoices)	\$	\$
2. Design (attach invoices)	\$	\$
3. Construction and Demolition (attach pay estimates)	\$ 459,854.82	\$ 1,129,160.24
4. Technical Services during Construction (attach invoices)	\$ 8,500.00	\$ 49,500.00
5. <u>Other (must be specified in agreement)</u>	\$	\$
6. _____	\$	\$ 1,178,660.24
7. Total cumulative to date		\$
8.. Disbursements previously requested		\$(710,305.42)
9. Amount requested for disbursement	\$ 468,354.82	\$ 468,354.82
	(Total of lines 1 through 6)	(Line 7 minus Line 8)

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

SRF_Reporting@dep.state.fl.us

**Authorized Representative's Certification
of Disbursement Request and Davis-Bacon Certification**

I, Edward Gaw, Mayor _____ ,
(name of Authorized Representative designated in the agreement)

on behalf of City of Green Cove Springs, Florida _____ , do hereby certify that:
(name of Project Sponsor)

1. The disbursement amount requested on page 1 of this form is for allowable costs for the project described in the agreement.
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation which are filed in the Project Sponsor's permanent records.
3. The Project Sponsor is required to pay such costs under the terms and provisions of contracts relating directly to the project, and the Project Sponsor is not in default of any terms or provisions of the contracts.
4. All funds received to date have been applied toward completing the project.
5. All permits and approvals required for the construction which is underway have been obtained.
6. If applicable for construction projects, I certify to the best of my knowledge and belief that the above referenced project complies with Davis-Bacon and Related Acts such that all of the laborers and mechanics employed by contractors and subcontractors during the referenced period on the contractors pay applications submitted with this disbursement request were paid wages at rates not less than those listed on the prevailing wage rate contained in the contract documents and that all applicable provisions of the Davis-Bacon and Related Acts have been met.

I also certify that interviews and periodic reviews of a representative sample of the weekly payroll data have been performed to verify that contractors and subcontractors are paying the appropriate wage rate.

I understand that falsifying information on this certification may be grounds for termination of the SRF loan agreement.

(Signature of Authorized Representative)

Mayor _____

(Title)

August 3, 2021 _____

(Date)

Period of Certification:

6/7/21 through 6/27/21

DEP Agreement No. WW100420/SG100421

Engineer's Certification of Disbursement Request

I, Jason R. Shepler, P.E., being the Professional Engineer retained by
(name of Professional Engineer)
City of Green Cove Springs, FL, am responsible for overseeing construction of the
(name of Project Sponsor)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Rule 62-604.600 (2)(b) or Rule 62-620.630(2)(a) for CWSRF or Florida Administrative Code Rule 62-555.540 (2)(b) or Rule 62-555.520(3) for DWSRF, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the contract documents;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing to the Department.



Signature of Professional Engineer

Mittauer & Associates, Inc.

Firm or Affiliation

August 3, 2021

(Date)

58760

(P.E. Number)

Period of Certification:

6/7/2021 to 6/27/2021

DEP Agreement No. WW100420/SG100421



MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

June 30, 2021

VIA EMAIL

Mr. Scott Schultz, Assistant Water Utilities Director
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

RE: Contractor's Pay Request No. 2
DEP SRF Harbor Road WRF Expansion, Ph. 2
SRF Agreement No. WW100420
City of Green Cove Springs, Florida
Mittauer & Associates, Inc. Project No. 8905-56-1

Dear Mr. Schultz:

We have reviewed Pay Request No. 2 from Williams Industrial Services, LLC and find it acceptable. We have, accordingly, indicated our approval and are forwarding an electronic copy to you for approval and payment. This pay request totals \$459,854.82.

Please do not hesitate to call should you have any questions.

Sincerely yours,
Mittauer & Associates, Inc.

Jason R. Shepler, P.E.
Vice President of Environmental Services

JRS/pj
Enclosure
cc: Williams Industrial Services, LLC

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

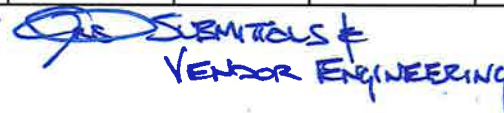
PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
DIVISION 1 - GENERAL REQUIREMENTS							
1 BONDS / BUILDER'S RISK INSURANCE	\$ 349,520.94	\$ 349,520.94		100%	\$ 349,520.94	\$ -	\$ 17,476.05
2 MOBILIZATION	\$ 123,360.33	\$ 123,360.33		100%	\$ 123,360.33	\$ -	\$ 6,168.02
3 DEMOBILIZATION	\$ 82,240.22			0%	\$ -	\$ 82,240.22	\$ -
4 START-UP & TEST PLANT	\$ 164,480.44			0%	\$ -	\$ 164,480.44	\$ -
5 SOIL & CONCRETE TESTING	\$ 123,360.33			0%	\$ -	\$ 123,360.33	\$ -
6 SITEWORK	\$ 1,254,163.36		\$ 62,708.17	5%	\$ 62,708.17	\$ 1,191,455.19	\$ 3,135.41
7 UNDERGROUND PIPING	\$ 945,762.53	\$ 58,801.76	\$ 205,000.00	28%	\$ 263,801.76	\$ 681,960.77	\$ 13,190.09
8 ABOVE GROUND PIPING	\$ 575,681.54			0%	\$ -	\$ 575,681.54	\$ -
9 LANDSCAPING/ RETAINING WALL BLOCK	\$ 328,960.88			0%	\$ -	\$ 328,960.88	\$ -
10 FENCING	\$ 164,480.44		\$ 73,358.28	45%	\$ 73,358.28	\$ 91,122.16	\$ 3,667.91
DIVISION 2 - INFLUENT STRUCTURE							
1 EXCAVATION	\$ 10,995.88			0%	\$ -	\$ 10,995.88	\$ -
2 UNDERSLAB FLOOR DRAINS	\$ 10,995.88			0%	\$ -	\$ 10,995.88	\$ -
3 STRUCTURE WALLS & ELEVATED SLABS	\$ 109,958.80			0%	\$ -	\$ 109,958.80	\$ -
4 FOUNDATIONS	\$ 109,958.80			0%	\$ -	\$ 109,958.80	\$ -
5 ERECT ACCESS STAIRS AND HANDRAILS	\$ 54,979.40			0%	\$ -	\$ 54,979.40	\$ -
6 MISC METALS	\$ 27,489.70			0%	\$ -	\$ 27,489.70	\$ -
7 EQUIPMENT	\$ 27,489.70		\$ 4,123.46	15%	\$ 4,123.46	\$ 23,366.24	\$ 206.17
8 PIPING	\$ 197,925.84			0%	\$ -	\$ 197,925.84	\$ -
DIVISION 3 - OXIDATION DITCH							
1 OXIDATION DITCH FLOOR	\$ 754,200.00		\$ 9,050.40	1%	\$ 9,050.40	\$ 745,149.60	\$ 452.52
2 OXIDATION DITCH OUTER ST. WALLS	\$ 754,200.00		\$ 9,050.40	1%	\$ 9,050.40	\$ 745,149.60	\$ 452.52

^

 S. SEMINALS &
 VENDOR ENGINEERING

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
3 OXIDATION DITCH INTERNAL WALLS	\$ 754,200.00		\$ 9,050.40	1%	\$ 9,050.40	\$ 745,149.60	\$ 452.52
4 OXIDATION DITCH CIRCULAR END WALLS	\$ 565,650.00		\$ 6,787.80	1%	\$ 6,787.80	\$ 558,862.20	\$ 339.39
5 OXIDATION DITCH DECKS & COLUMNS	\$ 377,100.00			0%	\$ -	\$ 377,100.00	\$ -
6 OXIDATION DITCH WALKWAYS	\$ 377,100.00		\$ 3,771.00	1%	\$ 3,771.00	\$ 373,329.00	\$ 188.55
7 OXIDATION DITCH ACCESSORIES & PAINTING	\$ 188,550.00			0%	\$ -	\$ 188,550.00	\$ -
DIVISION 4 - CLARIFIER FLOW SPLITTER							
1 EXCAVATION	\$ 2,376.00			0%	\$ -	\$ 2,376.00	\$ -
2 UNDERSLAB PIPING	\$ 3,564.00			0%	\$ -	\$ 3,564.00	\$ -
3 FOUNDATIONS & WALLS	\$ 35,640.00			0%	\$ -	\$ 35,640.00	\$ -
4 MISC METALS	\$ 5,940.00			0%	\$ -	\$ 5,940.00	\$ -
5 STRUCTURAL	\$ 7,128.00			0%	\$ -	\$ 7,128.00	\$ -
6 MECHANICAL	\$ 16,632.00			0%	\$ -	\$ 16,632.00	\$ -
7 PIPING	\$ 47,520.00			0%	\$ -	\$ 47,520.00	\$ -
DIVISION 5 - CLARIFIERS							
1 EXCAVATION	\$ 23,035.20			0%	\$ -	\$ 23,035.20	\$ -
2 UNDERSLAB CONCRETE ENCASED PIPING	\$ 34,552.80			0%	\$ -	\$ 34,552.80	\$ -
3 FOUNDATIONS W/ UNDERDRAINS	\$ 230,352.00			0%	\$ -	\$ 230,352.00	\$ -
4 STRUCTURAL CONCRETE WALLS	\$ 230,352.00		\$ 7,279.12	3%	\$ 7,279.12	\$ 223,072.88	\$ 363.96
5 MISC METALS	\$ 57,588.00			0%	\$ -	\$ 57,588.00	\$ -
6 CLARIFIER EQUIPMENT	\$ 115,176.00		\$ 1,497.29	1%	\$ 1,497.29	\$ 113,678.71	\$ 74.86
7 PIPING	\$ 460,704.00			0%	\$ -	\$ 460,704.00	\$ -
DIVISION 6 - RAS/WAS PUMP STATION							

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
1 EXCAVATION	\$ 4,063.20			0%	\$ -	\$ 4,063.20	\$ -
2 FOUNDATIONS	\$ 50,790.00			0%	\$ -	\$ 50,790.00	\$ -
3 ERECT BUILDING	\$ 40,632.00			0%	\$ -	\$ 40,632.00	\$ -
4 PUMPS	\$ 6,094.80			0%	\$ -	\$ 6,094.80	\$ -
5 MECHANICAL	\$ 20,316.00			0%	\$ -	\$ 20,316.00	\$ -
6 PIPING	\$ 81,264.00			0%	\$ -	\$ 81,264.00	\$ -
DIVISION 7 - FILTERS							
1 EXCAVATION	\$ 11,496.00			0%	\$ -	\$ 11,496.00	\$ -
2 FOUNDATIONS, WALLS & ELEVATED DECK	\$ 114,960.00			0%	\$ -	\$ 114,960.00	\$ -
3 SET FILTERS & DRIVE MOTORS	\$ 86,220.00			0%	\$ -	\$ 86,220.00	\$ -
4 MISC METALS	\$ 28,740.00			0%	\$ -	\$ 28,740.00	\$ -
5 WEIRS	\$ 17,244.00			0%	\$ -	\$ 17,244.00	\$ -
6 MECHANICAL	\$ 57,480.00			0%	\$ -	\$ 57,480.00	\$ -
7 PIPING	\$ 229,920.00			0%	\$ -	\$ 229,920.00	\$ -
8 PUMPS	\$ 28,740.00			0%	\$ -	\$ 28,740.00	\$ -
DIVISION 8 - CHLORINE CONTACT CHAMBER							
1 EXCAVATION	\$ 3,180.60			0%	\$ -	\$ 3,180.60	\$ -
2 SET CHEMICAL VAULT	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -
3 UNDERSLAB DRAIN PIPING	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -
4 FOUNDATIONS & WALLS	\$ 39,757.50			0%	\$ -	\$ 39,757.50	\$ -
5 STRUCTURAL	\$ 15,903.00			0%	\$ -	\$ 15,903.00	\$ -
6 MISC METALS	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -
7 CHLORINE PUMPS	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
8 MECHANICAL	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -
9 EFFLUENT PUMPS	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -
10 PIPING	\$ 52,479.90			0%	\$ -	\$ 52,479.90	\$ -
<u>DIVISION 11 - CHEMICAL FEED & STORAGE FACILITIES</u>							
1 EXCAVATION	\$ 5,032.80			0%	\$ -	\$ 5,032.80	\$ -
2 SET CATCH BASINS	\$ 7,549.20			0%	\$ -	\$ 7,549.20	\$ -
3 FOUNDATIONS W/ UNDERDRAINS	\$ 50,328.00			0%	\$ -	\$ 50,328.00	\$ -
4 PRECAST CONCRETE BOXES	\$ 12,582.00			0%	\$ -	\$ 12,582.00	\$ -
5 CHEMICAL STORAGE TANKS	\$ 25,164.00			0%	\$ -	\$ 25,164.00	\$ -
6 MISC METALS	\$ 12,582.00			0%	\$ -	\$ 12,582.00	\$ -
7 ERECT PEMB	\$ 50,328.00			0%	\$ -	\$ 50,328.00	\$ -
8 PIPING	\$ 88,074.00			0%	\$ -	\$ 88,074.00	\$ -
<u>DIVISION 12 - IN-PLANT / TRANSFER PUMP STATION & VAC CON</u>							
1 EXCAVATION	\$ 13,062.00			0%	\$ -	\$ 13,062.00	\$ -
2 WET WELL	\$ 65,310.00			0%	\$ -	\$ 65,310.00	\$ -
3 MISC METALS	\$ 26,124.00			0%	\$ -	\$ 26,124.00	\$ -
4 PUMPS	\$ 26,124.00			0%	\$ -	\$ 26,124.00	\$ -
5 PIPING	\$ 130,620.00			0%	\$ -	\$ 130,620.00	\$ -
<u>DIVISION 13 - AEROBIC DIGESTERS</u>							
1 DEMO MECHANICAL PIPING	\$ 14,340.00			0%	\$ -	\$ 14,340.00	\$ -
2 AERATORS & MOORING ARMS	\$ 143,400.00	\$ 123,324.00		86%	\$ 123,324.00	\$ 20,076.00	\$ 6,166.20

CONTRACTOR:
 PROJECT NO. 8905-56-1
 WILLIAMS INDUSTRIAL CONTRACTORS, LLC.
 MITTAUER & ASSOCIATES PROJECT NO.
 1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

GREEN COVE WWTF UPGRADES PROJECT

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
3 SUPERNATE DISCHARGE BOX	\$ 14,340.00			0%	\$ -	\$ 14,340.00	\$ -
4 AERATORS INSTALL	\$ 20,076.00			0%	\$ -	\$ 20,076.00	\$ -
5 UNDERGROUND DI PIPING	\$ 71,700.00			0%	\$ -	\$ 71,700.00	\$ -
6 INSTALL TELESCOPING VALVES	\$ 22,944.00			0%	\$ -	\$ 22,944.00	\$ -
DIVISION 14 - OPERATIONS BUILDING							
1 EXCAVATION	\$ 12,150.00			0%	\$ -	\$ 12,150.00	\$ -
2 FOUNDATIONS	\$ 121,500.00			0%	\$ -	\$ 121,500.00	\$ -
3 STRUCTURAL PEMB	\$ 121,500.00			0%	\$ -	\$ 121,500.00	\$ -
4 CMU BLOCK	\$ 30,375.00			0%	\$ -	\$ 30,375.00	\$ -
5 ERECT TRUSSES AND METAL ROOF	\$ 36,450.00			0%	\$ -	\$ 36,450.00	\$ -
6 HVAC	\$ 78,975.00			0%	\$ -	\$ 78,975.00	\$ -
7 PLUMBING	\$ 72,900.00			0%	\$ -	\$ 72,900.00	\$ -
8 INSTALL LAB MATERIALS	\$ 30,375.00			0%	\$ -	\$ 30,375.00	\$ -
9 ARCHITECTURAL ITEMS	\$ 72,900.00			0%	\$ -	\$ 72,900.00	\$ -
10 SECURITY SYSTEM	\$ 30,375.00			0%	\$ -	\$ 30,375.00	\$ -
DIVISION 16 - LINE CREW BUILDING							
1 EXCAVATION	\$ 18,062.18			0%	\$ -	\$ 18,062.18	\$ -
2 FOUNDATIONS	\$ 180,621.80			0%	\$ -	\$ 180,621.80	\$ -
3 STRUCTURAL PEMB	\$ 198,683.98			0%	\$ -	\$ 198,683.98	\$ -
4 CMU BLOCK	\$ 54,186.54			0%	\$ -	\$ 54,186.54	\$ -
5 METAL SIDING	\$ 18,062.18			0%	\$ -	\$ 18,062.18	\$ -
6 HVAC	\$ 108,373.08			0%	\$ -	\$ 108,373.08	\$ -
7 PLUMBING	\$ 72,248.72			0%	\$ -	\$ 72,248.72	\$ -

CONTRACTOR:
 PROJECT NO. 8905-56-1
 WILLIAMS INDUSTRIAL CONTRACTORS, LLC.
 MITTAUER & ASSOCIATES PROJECT NO.
 1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

GREEN COVE WWTF UPGRADES PROJECT

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
8 MISC METALS	\$ 45,155.45			0%	\$ -	\$ 45,155.45	\$ -
9 CASEWORK & CABINETS	\$ 63,217.63			0%	\$ -	\$ 63,217.63	\$ -
10 ARCHITECTURAL ITEMS	\$ 144,497.44			0%	\$ -	\$ 144,497.44	\$ -
DIVISION 17 - ELECTRICAL							
1 MOBILIZATION & TEMPORARY POWER	\$ 49,520.00	\$ 49,520.00		100%	\$ 49,520.00	\$ -	\$ 2,476.00
2 SUBMITTALS	\$ 24,760.00		\$ 23,522.00	95%	\$ 23,522.00	\$ 1,238.00	\$ 1,176.10
3 GENERAL CONDITIONS	\$ 99,040.00		\$ 14,856.00	15%	\$ 14,856.00	\$ 84,184.00	\$ 742.80
4 TESTING, START-UP, & CHECKOUT	\$ 49,520.00			0%	\$ -	\$ 49,520.00	\$ -
5 LIGHTNING PROTECTION	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
6 DEMOBILIZATION	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
7 MANHOLES	\$ 49,520.00		\$ 6,932.80	14%	\$ 6,932.80	\$ 42,587.20	\$ 346.64
8 INSTALL MANHOLES	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
9 ELECTRICAL GEAR	\$ 1,089,440.00			0%	\$ -	\$ 1,089,440.00	\$ -
10 INSTALL ELECTRICAL EQUIPMENT	\$ 74,280.00			0%	\$ -	\$ 74,280.00	\$ -
11 LIGHTING	\$ 74,280.00			0%	\$ -	\$ 74,280.00	\$ -
12 INSTALL LIGHTING	\$ 49,520.00			0%	\$ -	\$ 49,520.00	\$ -
13 UNDERGROUND CONDUIT & EXCAVATION	\$ 247,600.00		\$ 47,044.00	19%	\$ 47,044.00	\$ 200,556.00	\$ 2,352.20
14 SURFACE CONDUIT	\$ 173,320.00			0%	\$ -	\$ 173,320.00	\$ -
15 WIRE & TERMINATIONS	\$ 198,080.00			0%	\$ -	\$ 198,080.00	\$ -
16 GROUNDING	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
17 SECURITY CONDUIT & WIRE	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
18 LINE CREW LIGHTING	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
19 LINE CREW INSTALL LIGHTING	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
20 LINE CREW UNDERGROUND CONDUIT & EXCAVATION	\$ 49,520.00			0%	\$ -	\$ 49,520.00	\$ -

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
21 LINE CREW SURFACE CONDUIT	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
22 LINE CREW WIRE & TERMINATIONS	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
23 LINE CREW GROUNDING	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
TOTAL	\$ 15,426,644.00	\$ 704,527.03	\$ 484,031.12	5%	\$ 1,188,558.15	\$ 14,238,085.86	\$ 59,427.91

Stored Material Summary

Contractor's Application

For (Contract):					DFP SRF Harbor Road WRF Expansion, Ph. 2 SRF Agreement No. WW100420 City of Green Cove Springs, Florida			Application Number: 02			
Application Period:					05/21/2021-06/29/2021			Application Date: 06/29/2021			
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
16		Subm. No. 29	Subcontractor	Fencing Materials	06/01/2021		58,360.60	58,360.60			58,360.60
1845357-2	Multiple		Green Cove	Pipe fittings	06/07/2021		3,095.20	3,095.20			3,095.20
1845357-3	Multiple		Green Cove	Pipe fittings	06/11/2021		4,781.66	4,781.66			4,781.66
1843668	Multiple		Green Cove	Pipe fittings	06/12/2021		76,156.51	76,156.51			76,156.51
1855262	Multiple		Green Cove	Pipe fittings	06/17/2021		27,469.45	27,469.45			27,469.45
1845244	Multiple		Green Cove	Pipe fittings	06/18/2021		37,059.47	37,059.47			37,059.47
1845135-1	Multiple		Green Cove	Pipe fittings	06/23/2021		1,816.32	1,816.32			1,816.32
1845822	Multiple		Green Cove	Piping & fittings	05/26/2021		54,116.18	54,116.18			54,116.18
Totals							262,855.39	262,855.39			262,855.39

Invoice 16

RFE Construction & Fence Services
 4622 Castlewood Dr E
 Jacksonville, Florida 32206
 JSEB, DBE, & MBE Certified
 Phone (904) 613-1752 Fax (904) 354-7922
ronetheridge@hotmail.com

DATE: 5/24/2021

Williams Industrial Services group, LLC
 Att: Accounts Payable Manager
 100 Crescent Centre, Parkway, Suite 1240
 Tucker, GA 30084

Subcontract# 46300001SC07

DESCRIPTION	AMOUNT
Harbor Road WRF Expansion Phase 2 (City Of Green Cove)	
#46300001SC07	
• 630 LF of 8ft Composite PVC Fence (Fence Material)	\$58,360.60
Wells Fargo (Banking Info)	
999805642 (Account Number)	
121000248 (Wire)	
TOTAL	\$58,360.60

Thank you for your business!

FERGUSON®

WATERWORKS

9692 FLORIDA MINING BLVD W
 BUILDING #100
 JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845357-2	\$3,095.20	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW #149
 PO BOX 100286
 ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
 1277 HARBOR RD
 HARBOR RD WRF EXPANSION
 GREEN COVE SPRINGS, FL 32043

WILLIAMS INDUSTRIAL SVCS LLC
 100 CRESCENT CENTRE PKWY #1240
 HARBOR RD WRF EXPANSION
 TUCKER, GA 30084

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLOCAP	463000012009	JGS	HARBOR RD WRF EXPANSION	06/07/21	104544D
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
			Source Order#: 1845244 RIVER OUTFALL				
1	0	DMJ9LA24	DOM 24 MJ C153 90 BEND L/A		EA	0.00	
1	0	DMJTLA20	DOM 20 MJ C153 TEE L/A		EA	0.00	
2	0	DMJ9LA16	DOM 16 MJ C153 90 BEND L/A		EA	0.00	
4	4	DMJ4LA16	DOM 16 MJ C153 45 BEND L/A REUSE LINE WATER DRAINAGE	730.000	EA	2920.00	
INVOICE SUB-TOTAL							2920.00
TAX						Florida 5000 Cap Met	175.20
<p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p>							

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$3,095.20
----------------------	------------------	-----------	------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to

FERGUSON®

WATERWORKS

9692 FLORIDA MINING BLVD W
 BUILDING #100
 JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845357-3	\$4,781.66	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149
 PO BOX 100286
 ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
 100 CRESCENT CENTRE PKWY #1240
 HARBOR RD WRF EXPANSION
 TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
 1277 HARBOR RD
 HARBOR RD WRF EXPANSION
 GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLOCAP	463000012009	JGS	HARBOR RD WRF EXPANSION	06/11/21	104587D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 1845244 RIVER OUTFALL			
1	1	DMJ9LA24	DOM 24 MJ C153 90 BEND L/A	2613.000	EA	2613.00
1	0	DMJTLA20	DOM 20 MJ C153 TEE L/A		EA	0.00
2	2	DMJ9LA16	DOM 16 MJ C153 90 BEND L/A	949.000	EA	1898.00
INVOICE SUB-TOTAL						4511.00
TAX				Florida 5000 Cap Met		270.66

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$4,781.66
----------------------	------------------	-----------	------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to

FERGUSON®

WATERWORKS

9692 FLORIDA MINING BLVD W
 BUILDING #100
 JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1843668	\$76,156.51	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149
 PO BOX 100286
 ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
 100 CRESCENT CENTRE PKWY #1240
 HARBOR RD WRF EXPANSION
 TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
 1277 HARBOR RD
 HARBOR RD WRF EXPANSION
 GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FL2CLA	463000012032	JGS	HARBOR RD WRF EXPANSION	06/12/21	104594D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1		1 AFC2612DLAFTM	12 DI MJ RW OL SS TAPN VLV L/A	2221.000	EA	2221.00
6		6 AFC2606DLAFMM	6 DI MJ RW OL SS STEM VLV L/A	494.000	EA	2964.00
1		1 AFC2604DLAFTM	4 DI MJ RW OL SS TAPN VLV L/A	465.000	EA	465.00
1		1 AFCB84BOL	5-1/4 VO B84B HYD 3'6 OL GCSPRNGS	1600.000	EA	1600.00
1		1 AFC2516MMLAOLBG	16 DI MJ RW OL GATE VLV L/A W/ BG	5200.000	EA	5200.00
2		2 AFC2524MMLAOLBG	24 DI MJ RW OL GATE VLV L/A W/ BG CONFIRM ORIENTATION	14100.000	EA	28200.00
3		3 AFC2518MMLAOLBG	18 DI MJ RW OL GATE VLV L/A W/ BG	10375.000	EA	31125.00
INVOICE SUB-TOTAL						71775.00
				TAX	Clay	4381.51

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$76,156.51
----------------------	------------------	-----------	-------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to

FERGUSON®

WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1855262	\$27,469.45	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
100 CRESCENT CENTRE PKWY #1240
HARBOR RD WRF EXPANSION
TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
1277 HARBOR RD
HARBOR RD WRF EXPANSION
GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032	JGS	HARBOR RD WRF EXPANSION	06/17/21	IO 104640D
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
200	200	DR18GP10	10 C900 DR18 PVC GJ GREE PIPE	20.270	FT	4054.00	
200	200	DR18GPX	8 C900 DR18 PVC GJ GREE PIPE	13.510	FT	2702.00	
560	800	DR18GPU	6 C900 DR18 PVC GJ GREE PIPE	7.850	FT	6280.00	
20	20	DR18GPP	4 C900 DR18 PVC GJ GREE PIPE	3.880	FT	77.60	
20	20	DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	7.850	FT	157.00	
440	0	DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE		FT	0.00	
780	780	DR18PPP	4 C900 DR18 PVC GJ PURP PIPE	3.880	FT	3026.40	
42	42	SDR26HWSP1214	12X14 SDR26 HW PVC GJ SWR PIPE	18.910	FT	794.22	
1022	1022	SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	8.460	FT	8646.12	
84	84	SDR26HWSP14	4X14 SDR26 HW PVC GJ SWR PIPE	2.110	FT	177.24	
INVOICE SUB-TOTAL						25914.58	
TAX						Florida 5000 Cap Met	1554.87

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to Ferguson.com and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$27,469.45
----------------------	------------------	-----------	-------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to



WATERWORKS
 9692 FLORIDA MINING BLVD W
 BUILDING #100
 JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845244	\$37,059.47	59035	1 of 2

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW #149
 PO BOX 100286
 ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
 100 CRESCENT CENTRE PKWY #1240
 HARBOR RD WRF EXPANSION
 TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
 1277 HARBOR RD
 HARBOR RD WRF EXPANSION
 GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FL2CLA	463000012032	JGS	HARBOR RD WRF EXPANSION	06/18/21	104650D
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
			ALL DOMESTIC				
			PERMOX LINED				
1	0	DMJ4P4LA20	DOM 20 MJ C153 P-401 45 BEND L/A		EA	0.00	
1	0	DMJ9P4LA20	DOM 20 MJ C153 P-401 90 BEND L/A		EA	0.00	
1	0	DMJTP4LA2012	DOM 20X12 MJ C153 P-401 TEE L/A		EA	0.00	
1	0	DMJRP4LA2016	DOM 20X16 MJ C153 P-401 RED L/A		EA	0.00	
1	1	DMJ4P4LA16	DOM 16 MJ C153 P-401 45 BEND L/A	1159.000	EA	1159.00	
1	1	DMJLSP4LA16	DOM 16 MJ C153 P-401 LONG SLV L/A	1159.000	EA	1159.00	
1	1	DMJ4P4LA12	DOM 12 MJ C153 P-401 45 BEND L/A	600.000	EA	600.00	
1	0	DMJ9P4LA12	DOM 12 MJ C153 P-401 90 BEND L/A		EA	0.00	
1	1	DMJTP4LAXU	DOM 8X6 MJ C153 P-401 TEE L/A	400.000	EA	400.00	
1	1	DMJRP4LAXU	DOM 8X6 MJ C153 P-401 RED L/A	260.000	EA	260.00	
1	1	DMJ9P4LAX	DOM 8 MJ C153 P-401 90 BEND L/A	332.000	EA	332.00	
2	1	DMJ9P4LAU	DOM 6 MJ C153 P-401 90 BEND L/A	234.000	EA	234.00	
1	0	DMJCRP4LAU	DOM 6 MJ C153 P-401 CRS L/A		EA	0.00	
9	9	DMJ4P4LAU	DOM 6 MJ C153 P-401 45 BEND L/A	210.000	EA	1890.00	
1	1	DMJSCAPP4LAU	DOM 6 MJ C153 P-401 SLD CAP L/A	151.000	EA	151.00	
1	1	SP-DMJCRP4LAM	3" DOM P-401 CROSS MJ C153	450.000	EA	450.00	
1	1	DMJTP4LAM	DOM 3 MJ C153 P-401 TEE L/A	201.000	EA	201.00	
3	3	DMJ9P4LAM	DOM 3 MJ C153 P-401 90 BEND L/A	152.000	EA	456.00	
1	1	DMJRP4LAPM	DOM 4X3 MJ C153 P-401 RED L/A	215.000	EA	215.00	
1	1	DMJYP4LAPM	DOM 4X3 MJ C153 P-401 WYE L/A	134.000	EA	134.00	
1	1	DMJ4P4LAM	DOM 3 MJ C153 P-401 45 BEND L/A	71.000	EA	71.00	
2	2	DMJTP4LAPM	DOM 4X3 MJ C153 P-401 TEE L/A	201.000	EA	402.00	
1	0	DFCROSS24	DOM 24 DI 125# C110 FLG CRS		EA	0.00	
			1" TAP				
1	0	DMJTP4LA24	DOM 24 MJ C153 P-401 TEE L/A		EA	0.00	
1	0	DDMT2414CTF	24X14 MJ C153 PERMOX TEE L/A *X		EA	0.00	
1	0	DMJELRLA2414	DOM 24X14 MJ C153 RED EPOX		EA	0.00	
1	0	DMJRP4LA2416	DOM 24X16 MJ C153 P-401 RED L/A		EA	0.00	
1	1	DMJSCAPP4LA24	DOM 24 MJ C153 P-401 SLD CAP L/A	1447.000	EA	1447.00	
1	0	DMJCRP4LA16	DOM 16 MJ C153 P-401 CRS L/A		EA	0.00	
2	2	DMJTP4LA1612	DOM 16X12 MJ C153 P-401 TEE L/A	1662.000	EA	3324.00	
1	0	DMJRP4LA1614	DOM 16X14 MJ C153 P-401 RED L/A		EA	0.00	
4	0	DMJ9P4LA14	DOM 14 MJ C153 P-401 90 BEND L/A		EA	0.00	
1	1	DMJ4P4LA14	DOM 14 MJ C153 P-401 45 BEND L/A	1089.000	EA	1089.00	
1	0	DMJSP416	DOM 16 MJ C153 P-401 SLD PLUG		EA	0.00	
2	0	DMJELP9LA24	DOM 24 MJXPE 90 C153 BEND EPOX		EA	0.00	
3	0	DMJ9P4LA10	DOM 10 MJ C153 P-401 90 BEND L/A		EA	0.00	
10	10	DMJ4P4LA10	DOM 10 MJ C153 P-401 45 BEND L/A	395.000	EA	3950.00	
1	1	DMJSCAPP4LA10	DOM 10 MJ C153 P-401 SLD CAP L/A	331.000	EA	331.00	
2	0	DMJLSP4LA18	DOM 18 MJ C153 P-401 LONG SLV L/A		EA	0.00	
10	0	DMJ9P4LA18	DOM 18 MJ C153 P-401 90 BEND L/A		EA	0.00	
3	3	DMJ4P4LA18	DOM 18 MJ C153 P-401 45 BEND L/A	1480.000	EA	4440.00	
2	2	DMJTP4LA18	DOM 18 MJ C153 P-401 TEE L/A	2942.000	EA	5884.00	
TERMS: NET 10TH PROX				ORIGINAL INVOICE	TOTAL DUE	CONTINUED	

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to

FERGUSON
WATERWORKS

9692 FLORIDA MINING BLVD W
 BUILDING #100
 JACKSONVILLE, FL 32257

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845244	\$37,059.47	59035	2 of 2

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
3	3	DMJSCAPP4LA18	DOM 18 MJ C153 P-401 SLD CAP L/A	901.000	EA	2703.00
4	0	DMJ9P4LA14	DOM 14 MJ C153 P-401 90 BEND L/A		EA	0.00
1	1	DMJTP4LA14	DOM 14 MJ C153 P-401 TEE L/A	1514.000	EA	1514.00
1	1	DMJ1P4LA14	DOM 14 MJ C153 P-401 11-1/4 L/A	975.000	EA	975.00
2	2	DMJSCAPP4LA14	DOM 14 MJ C153 P-401 SLD CAP L/A	560.000	EA	1120.00
INVOICE SUB-TOTAL						34891.00
				TAX	Clay	2168.47

 LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$37,059.47
----------------------	------------------	-----------	-------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to

FERGUSON®

WATERWORKS

9692 FLORIDA MINING BLVD W
 BUILDING #100
 JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845135-1	\$1,816.32	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149
 PO BOX 100286
 ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
 100 CRESCENT CENTRE PKWY #1240
 HARBOR RD WRF EXPANSION
 TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
 1277 HARBOR RD
 HARBOR RD WRF EXPANSION
 GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH IO
149	149	FL2CLA	463000012009	JGS	HARBOR RD WRF EXPANSION	06/23/21	104693

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
16	16	A0631AN	UNDERDRAIN	80.000	EA	1280.00
64	64	A0613AA	6X6 N12 COR FAB CRS TEE	6.400	EA	409.60
			6 DUAL WALL N12 HDPE BOE SNAP COUP			
			INVOICE SUB-TOTAL			1689.60
			TAX	Clay		126.72

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to Ferguson.com and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$1,816.32
----------------------	------------------	-----------	------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to

FERGUSON®

WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845822	\$54,116.18	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW #149
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
100 CRESCENT CENTRE PKWY #1240
HARBOR RD WRF EXPANSION
TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
1277 HARBOR RD
HARBOR RD WRF EXPANSION
GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLOCAP	463000012009	JGS	HARBOR RD WRF EXPANSION	05/26/21	104453D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
6	6	FUFR1500CA12RBU	12 UFR1500-CA-U W/ BBN HDWR PVC	115.000	EA	690.00
45	45	FUFR1500CA6RBU	6 UFR1500-CA-U W/ BBN HDWR PVC	47.000	EA	2115.00
5	5	FUFR1390C12RBU	12IN UFR1390-C-U W/CTD HDWR	149.000	EA	745.00
3	3	FUFR1390C8RBU	8 JT REST C900 PIPE	84.000	EA	252.00
5	5	FUFR1390C6RBU	6 JT REST C900 PIPE	53.000	EA	265.00
12	12	FUFR1500CA20RBU	20IN 1500 RST USA BBN ACC	330.000	EA	3960.00
35	35	FUFR1500CA16RBU	16 UFR1500-CA-U W/ BBN HDWR PVC	225.000	EA	7875.00
5	5	FUFR1500CA8RBU	8 UFR1500-CA-U W/ BBN HDWR PVC	64.000	EA	320.00
23	23	FUFR1400DA24RBU	24IN 1400 RESTRAINT USA BBN	384.000	EA	8832.00
1	1	FUFR1400DA20RBU	20IN 1400 RESTRAINT USA BBN	278.000	EA	278.00
3	3	FUFR1400DA16RBU	16 UFR1400-DA-U W/ BBN HDWR DI	170.000	EA	510.00
18	18	FUFR1390C16RBU	16IN SPLT BELL RST USA BBN	365.000	EA	6570.00
37	37	FUFR1500CA4RBU	4 UFR1500-CA-U W/ BBN HDWR PVC	40.000	EA	1480.00
2	2	FUFR1400DA4RBU	4 UFR1400-DA-U W/ BBN HDWR DI	33.000	EA	66.00
4	4	FUFR1390C4RBU	4 UFR1390-C-U W/ BBN HDWR	51.000	EA	204.00
2	2	FUFR1400DA8RBU	8 UFR1400-DA-U W/ BBN HDWR DI	55.000	EA	110.00
15	15	FUFR1500SA3RBU	3IN 1500 USA TRANS BBN ACC	32.000	EA	480.00
8	8	FUFR1500CA14RBU	*0716 14 UFR1500-CA-U W/ BBN HDWR P	180.000	EA	1440.00
3	3	FUFR1400DA14RBU	14 UFR1400-DA-U W/ BBN HDWR DI	180.000	EA	540.00
10	0	SP-FUFR1390C14RBU	14 UFR1390-C-14-RB-U100		EA	0.00
20	20	FUFR1400DA10RBU	10 UFR1400-DA-U W/ BBN HDWR DI	70.000	EA	1400.00
7	7	FUFR1500CA10RBU	10 UFR1500-CA-U W/ BBN HDWR PVC	97.000	EA	679.00
2	2	FUFR1400DA16U	16 UFR1400-DA-U RESTRAINER	180.000	EA	360.00
2	2	FUFR1390C18RBU100	18IN SPLT BELL RST USA BBN	532.000	EA	1064.00
27	27	FUFR1400DA18RBU	18IN 1400 RESTRAINT USA BBN	228.000	EA	6156.00
18	18	SP-FUFR1500CA18RBU	18 UFR1500-CA-18-RB-U BBN HDWR DI	259.000	EA	4662.00
INVOICE SUB-TOTAL						51063.00
				TAX	Florida 5000 Cap Met	3063.18

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$54,116.18
----------------------	------------------	-----------	-------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to

Pay App #2

Final Audit Report

2021-06-29

Created:	2021-06-29
By:	Mikki Gathercole (msgathercole@wisgrp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApnULCFEof3PpymeGPRVDXnMluSilAgYC

"Pay App #2" History

-  Document created by Mikki Gathercole (msgathercole@wisgrp.com)
2021-06-29 - 6:50:01 PM GMT- IP address: 50.225.223.58
-  Document emailed to Alan Williams (acwilliams@wisgrp.com) for signature
2021-06-29 - 6:50:53 PM GMT
-  Email viewed by Alan Williams (acwilliams@wisgrp.com)
2021-06-29 - 6:52:23 PM GMT- IP address: 50.225.223.58
-  Document e-signed by Alan Williams (acwilliams@wisgrp.com)
Signature Date: 2021-06-29 - 6:54:15 PM GMT - Time Source: server- IP address: 50.225.223.58
-  Agreement completed.
2021-06-29 - 6:54:15 PM GMT

MITTAUER &
 ASSOCIATES, INC.
 580-1 WELLS ROAD
 ORANGE PARK, FL 32073
 904-278-0030



Invoice 21289

Item #2.

BILL TO

City of Green Cove Springs
 321 Walnut Street
 Green Cove Springs, FL
 32043
 Attn: Mike Null

DATE 06/29/2021	PLEASE PAY \$8,500.00	DUE DATE 07/19/2021
--------------------	---------------------------------	------------------------

M&A PROJECT NO.

8905-56-1

DESCRIPTION **AMOUNT**

DEP SRF HARBOR ROAD WWTF EXPANSION, PHASE 2
 BIDDING & CONSTRUCTION ADMINISTRATION
 DEP AGREEMENT NO. WW100420/SG100421
 CITY OF GREEN COVE SPRINGS, FLORIDA
 P.O. NO. 2723070

Engineering services concerning the DEP SRF Harbor Road WWTF Expansion, Phase 2, Construction Administration project including FDEP SRF and SJRWMD coordination, attendance at construction conferences, shop drawing review, City coordination, RFI responses, vendor coordination, Davis-Bacon interviews, AIS compliance reviews, and contactor correspondence during the period ending June 25, 2021.

LUMP SUM CONTRACT AMOUNT: \$696,500.00

- Item A. Administration Services, \$20,000
- Item B. Construction Bidding Services, \$8,500
- Item C. Construction Administration, \$287,500
- Item D. SRF Monitoring Requirements (Davis-Bacon & American Iron-Steel Monitoring), \$114,500
- Item E. Resident Project Representative Services, \$233,500
- Item F. Start-up Services & Operation/Maintenance Manual, \$32,500

AMOUNT PREVIOUSLY INVOICED: \$41,000.00

Amount Earned This Period 8,500.00

Thank you for your business.

TOTAL DUE **\$8,500.00**

THANK YOU.

Summary of Work
DEP SRF Harbor Road WWTF Expansion, Phase 2
Bidding & Construction Phase
DEP Agreement No. WW100420/SG100421
City of Green Cove Springs, FL
M&A Project Nos. 8905-56-1
August 3, 2021

Summary of work for Green Cove Springs Disbursement Request No. 3 to accompany the Contractor's Application for Payment No. 2 and Mittauer & Associates Invoice No. 21289, consist of:

Construction services included progress toward sitework; underground piping; fencing; influent structure equipment; oxidation ditch floor, walls, and walkways; clarifier concrete walls and equipment; and electrical work. Overall, construction services are 7.32% complete.

Technical services during construction included FDEP SRF and SJRWMD coordination, attendance at construction conferences, shop drawing review, City coordination, RFI responses, vendor coordination, and contractor correspondence. Overall, technical services during construction are 7.11% complete.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** August 3, 2021
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval of funding in the amount of \$125,038.65 to Gresco for electrical materials for inventory and the Magnolia Point reconductor project.

BACKGROUND

These materials are necessary for the Magnolia Point reconductor project and storeroom inventory. Two sets of bids were requested. Bid #1 totaled \$69,654.30. A second bid was sent out for additional materials and appurtenances. Bid #2 totaled \$55,384.35 for a grand total of \$125,038.65.

FISCAL IMPACT

\$125,038.65 initially to the electric inventory account number. Materials will be charged to projects as removed from storeroom.

RECOMMENDATION

Approve funding in the amount of \$125,038.65 to Gresco for electrical materials for inventory and the Magnolia Point reconductor project.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** August 3, 2021
FROM: Marlena Guthrie, Finance Director
SUBJECT: City Council approval of the FY 2021 Revenues and Expenditures Report and the Quarterly Investment Report for the period ending June 30, 2021.

BACKGROUND

The attached Revenues and Expenditures Report is for the period October 1, 2020 through June 30, 2021. In the General Fund, revenues are listed by category and/or major funding sources. In all funds, the budgeted figures are presented first with the actual expenditures and the variance between the budget and actual listed next. The percent of actual is the amount that has actually been received (or accrued in the case of state shared revenues) or the amounts expended as a percent of the budget for the period ending June 30, 2021. The report is prepared on a modified accrual basis with state shared revenues for the month of June 2021 (received in July 2021) accrued for the month of June 2021.

Attachment "A" reflects the City of Green Cove Springs Investments which are currently 100% deposited with the Florida State Board of Administration as of June 30, 2021.

FISCAL IMPACT

None

RECOMMENDATION

Approve the FY 2021 Revenues and Expenditures Report and the Quarterly Investment Report for the Period Ending June 30, 2021.

**GENERAL FUND
REVENUES AND EXPENDITURES
AS OF JUNE 30, 2021
75% OF YEAR**

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
GENERAL FUND REVENUES:				
Ad Valorem Taxes	1,968,056	1,912,944	(55,112)	97%
Gas Tax	349,269	242,239	(107,030)	69%
Surtax	814,357	648,468	(165,889)	80%
Franchise Fees	7,000	4,066	(2,934)	58%
Communications Svcs Tax	370,000	256,754	(113,246)	69%
Utility Taxes - Water	127,000	94,859	(32,141)	75%
Utility Taxes - Other	61,000	40,300	(20,700)	66%
Business Taxes	40,000	8,358	(31,643)	21%
Code Enforcement Fines	10,000	8,453	(1,547)	85%
State Shared Taxes/Licenses	244,549	172,290	(72,259)	70%
Sales Tax	420,668	340,178	(80,490)	81%
Municipal Fuel Rebate	8,000	4,031	(3,969)	50%
Planning and Zoning Fees	40,000	24,369	(15,631)	61%
Copying	2,000	474	(1,526)	24%
DOT Agreements	109,003	99,334	(9,669)	91%
Safety Grant-Fla League	6,000	0	(6,000)	0%
Special Events	60,000	39,398	(20,602)	66%
Interlocal - Clay County	100,000	635,144	535,144	0%
Interlocal - School Board	332,090	176,007	(156,083)	53%
Court Fines/Parking Fines	12,300	20,459	8,159	166%
Red Light Camera	900,000	718,015	(181,985)	80%
Police Education	6,000	271	(5,729)	5%
Asset Forfeiture - Federal	0	54,203	54,203	0%
Police Vest Grant	1,500	0	(1,500)	0%
DEA & DOJ Overtime	18,649	1,691	(16,958)	9%
Interest	45,000	2,006	(42,994)	4%
Private Developer	215,000	0	(215,000)	0%
Sale of Surplus	10,000	35,567	25,567	356%
Miscellaneous Income	15,000	895	(14,105)	6%
Rent-Building Department	30,000	22,500	(7,500)	75%
Rent-Augusta Savage Facility	22,740	15,570	(7,170)	68%
Pier Docking Fees	2,500	2,866	366	115%
Park Reservation Fees	15,000	13,536	(1,464)	90%
Cost Recoveries/Transfers to GF	1,686,331	1,264,748	(421,583)	75%
Reserves	51,171	0	(51,171)	0% Note #1
Grants	0	664	664	0%
Legislative Delegation	220,000	0	(220,000)	0%
TOTAL REVENUES	8,320,183	6,860,655	(1,459,528)	82%

Note #1 - The majority of budgeted Reserves in the General Fund Revenues consists of Surtax, Gas Tax, and Depreciation. These Reserves are the funding sources for various Capital uses in the General Fund as outlined in the CIP. These Reserves are reflected on this report for presentation purposes to offset the related General Fund Capital Expenditures as presented in the Budget.

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
<u>GENERAL FUND EXPENDITURES:</u>				
CITY COUNCIL:				
PERSONAL SERVICES	50,029	37,319	(12,710)	75%
OPERATING EXPENSES	26,460	3,240	(23,220)	12%
TOTAL	76,489	40,560	(35,929)	53%
CITY CLERK:				
PERSONAL SERVICES	103,690	73,790	(29,900)	71%
OPERATING EXPENSES	51,119	21,803	(29,316)	43%
TOTAL	154,809	95,594	(59,215)	62%
CITY MANAGER:				
PERSONAL SERVICES	320,129	239,882	(80,247)	75%
OPERATING EXPENSES	24,683	12,082	(12,601)	49%
TOTAL	344,812	251,963	(92,849)	73%
HUMAN RESOURCES:				
PERSONAL SERVICES	199,551	149,952	(49,599)	75%
OPERATING EXPENSES	23,536	15,282	(8,254)	65%
TOTAL	223,087	165,233	(57,854)	74%
AUGUSTA SAVAGE:				
PERSONAL SERVICES	53,505	37,906	(15,599)	71%
OPERATING EXPENSES	53,899	30,133	(23,766)	56%
CAPITAL	420,000	872,745	452,745	208%
TOTAL	527,404	940,784	413,380	178%
FINANCE:				
PERSONAL SERVICES	288,883	208,561	(80,322)	72%
OPERATING EXPENSES	40,050	34,977	(5,073)	87%
CAPITAL	0	0	0	0%
TOTAL	328,933	243,539	(85,394)	74%
INFORMATION TECHNOLOGY:				
PERSONAL SERVICES	118,358	90,282	(28,076)	76%
OPERATING EXPENSES	37,476	27,286	(10,190)	73%
CAPITAL	6,000	8,849	2,849	147%
TOTAL	161,834	126,417	(35,417)	78%
GENERAL SERVICES:				
OPERATING EXPENSES	274,613	413,907	139,294	151% Note #2
CAPITAL OUTLAY	66,000	37,378	(28,622)	57%
CONTRIBUTION TO GF RESERVES	2,923	0	(2,923)	0%
TOTAL	343,536	451,286	107,750	131%

Note #2 - Quarterly Insurance payment hasn't been allocated. This occurs during Oct., Jan., April and July.

<i>GENERAL FUND EXPENDITURES (CONT'D)</i>	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
CITY ATTORNEY:				
PERSONAL SERVICES	81,363	61,755	(19,608)	76%
OPERATING EXPENSES	29,639	15,282	(14,357)	52%
TOTAL	111,002	77,037	(33,965)	69%
DEVELOPMENT SERVICES:				
PERSONAL SERVICES	87,325	64,289	(23,036)	74%
OPERATING EXPENSES	102,902	130,316	27,414	127%
TOTAL	190,227	194,606	4,379	102%
CODE ENFORCEMENT:				
PERSONAL SERVICES	61,122	43,320	(17,802)	71%
OPERATING EXPENSES	15,943	1,631	(14,312)	10%
TOTAL	77,065	44,951	(32,114)	58%
POLICE:				
PERSONAL SERVICES	2,404,246	1,680,388	(723,858)	70%
OPERATING EXPENSES	685,661	462,568	(223,093)	67%
CAPITAL	172,050	221,976	49,926	129%
TRANSFERS OUT TO POLICE BLDG FUND	160,254	80,425	(79,829)	50%
TOTAL	3,422,211	2,445,357	(976,854)	71%
PUBLIC WORKS:				
PERSONAL SERVICES	326,783	235,377	(91,406)	72%
OPERATING EXPENSES	293,840	182,962	(110,878)	62%
CAPITAL	465,000	53,759	(411,241)	12%
TOTAL	1,085,623	472,098	(613,525)	43%
RIGHT OF WAY MTCE:				
PERSONAL SERVICES	96,223	68,098	(28,125)	71%
OPERATING EXPENSES	173,340	128,347	(44,993)	74%
CAPITAL	53,500	20,728	(32,772)	39%
TOTAL	323,063	217,173	(105,890)	67%
PARKS & RECREATION:				
PERSONAL SERVICES	207,118	159,358	(47,760)	77%
OPERATING EXPENSES	137,760	92,405	(45,355)	67%
CAPITAL	268,500	203,248	(65,252)	76%
TRANSFERS OUT TO SPRING PARK FUND	81,381	81,381	0	100%
TOTAL	694,759	536,392	(158,367)	77%

<u>GENERAL FUND EXPENDITURES (CONT'D)</u>	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
PARKS & REC PROGRAMMING:				
OPERATING EXPENSES	72,000	24,171	(47,829)	34%
TOTAL	72,000	24,171	(47,829)	34%
EQUIPMENT MTCE:				
PERSONAL SERVICES	159,596	109,864	(49,732)	69%
OPERATING EXPENSES	23,733	9,978	(13,755)	42%
TOTAL	183,329	119,842	(63,487)	65%
GRAND TOTAL ALL DEPARTMENTS	8,320,183	6,447,002	(1,873,181)	77%
EXCESS REVENUES OVER EXPENDITURES		413,652		

**UTILITY FUND
REVENUES AND EXPENDITURES
AS OF JUNE 30, 2021
75% OF YEAR**

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
REVENUES:				
<i>ELECTRIC FUND</i>				
OPERATING REVENUES	12,831,600	8,488,718	(4,342,882)	66%
RESERVES/LOAN PROCEEDS	8,532,601	2,622,266	(5,910,335)	31%
INTEREST	55,000	4,406	(50,594)	8%
OTHER REVENUES	136,400	1,226,618	1,090,218	899% Note #3
TOTAL REVENUES	21,555,601	12,342,007	(9,213,594)	57%
EXPENSES:				
PERSONAL SERVICES	1,069,017	620,210	(448,807)	58%
OPERATING EXPENSES	9,951,899	6,337,098	(3,614,801)	64%
CAPITAL	8,185,000	3,005,579	(5,179,421)	37%
OTHER EXPENSES	17,000	1,040	(15,960)	6%
COST ALLOC/TRANSFERS	1,344,434	1,008,325	(336,109)	75%
DEBT	988,251	935,918	(52,333)	95%
TOTAL EXPENSES	21,555,601	11,908,170	(9,647,431)	55%
REVENUES:				
<i>WATER FUND</i>				
OPERATING REVENUES	1,734,292	1,450,306	(283,986)	84%
RESERVES/LOAN PROCEEDS	965,000	989,866	24,866	103%
INTEREST	12,000	868	(11,132)	7%
OTHER REVENUES	23,000	24,408	1,408	106%
TOTAL REVENUES	2,734,292	2,465,447	(268,845)	90%
EXPENSES:				
PERSONAL SERVICES	693,724	491,352	(202,372)	71%
OPERATING EXPENSES	538,494	337,979	(200,515)	63%
CAPITAL	1,010,000	1,075,215	65,215	106%
OTHER EXPENSES	3,000	0	(3,000)	0%
COST ALLOC/TRANSFERS	304,697	228,523	(76,174)	75%
DEBT	184,377	156,173	(28,204)	85%
TOTAL EXPENSES	2,734,292	2,289,242	(445,050)	84%

Note #3 - Includes \$1,151,987 DOT Reimbursable.

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
REVENUES:				
	WASTEWATER FUND			
OPERATING REVENUES	2,890,903	2,404,795	(486,108)	83%
INTEREST	7,700	587	(7,113)	8%
RESERVES	60,000	96,000	36,000	160%
GRANTS/LOAN PROCEEDS	6,118,327	940,162	(5,178,165)	15%
OTHER REVENUES	26,000	24,022	(1,978)	92%
TOTAL REVENUES	9,102,930	3,465,566	(5,637,364)	38%

EXPENSES:				
PERSONAL SERVICES	693,724	507,621	(186,103)	73%
OPERATING EXPENSES	681,914	415,976	(265,938)	61%
CAPITAL	6,869,025	1,715,408	(5,153,617)	25%
OTHER EXPENSES	4,000	0	(4,000)	0%
COST ALLOC/TRANSFERS	373,940	280,455	(93,485)	75%
DEBT	142,454	141,026	(1,428)	99%
TO BE APPROPRIATED	100,000	0	(100,000)	0%
CONTRIBUTION TO RETAINED EARNINGS	237,873	0	(237,873)	0%
TOTAL EXPENSES	9,102,930	3,060,486	(6,042,444)	34%

REVENUES:				
	SOLID WASTE FUND			
OPERATING REVENUES	844,620	633,821	(210,800)	75%
LOAN PROCEEDS	340,000	0	(340,000)	0%
INTEREST	5,500	411	(5,089)	7%
TOTAL REVENUES	1,190,120	634,232	(555,888)	53%

EXPENSES:				
PERSONAL SERVICES	406,413	293,727	(112,686)	72%
OPERATING EXPENSES	269,366	78,972	(190,394)	29%
OTHER EXPENSES	3,000	0	(3,000)	0%
CAPITAL	340,000	0	(340,000)	0%
DEBT	37,423	66,012	28,589	176%
COST ALLOC/TRANSFERS	133,918	100,438	(33,480)	75%
TOTAL EXPENSES	1,190,120	539,150	(650,970)	45%

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
REVENUES:				
CUSTOMER SERVICE FUND				
TRANSFERS FROM OTHER UTILITIES	470,658	352,993	(117,665)	75%
TOTAL REVENUES	470,658	352,993	(117,665)	75%
EXPENSES:				
PERSONAL SERVICES	362,707	252,771	(109,936)	70%
OPERATING EXPENSES	67,951	45,004	(22,947)	66%
CUSTOMER SVC DEFICIT REPAYMENT	40,000	30,000	(10,000)	75%
TOTAL EXPENSES	470,658	327,775	(142,883)	70%

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
REVENUES:				
STORMWATER FUND				
OPERATING REVENUES	574,000	620,952	46,952	108% Note #4
OTHER REVENUES	150	1,244	1,094	829%
LOAN	400,000	0	(400,000)	0%
TOTAL REVENUES	974,150	622,196	(351,954)	64%
EXPENSES:				
PERSONAL SERVICES	85,520	44,401	(41,119)	52%
OPERATING EXPENSES	88,130	39,623	(48,507)	45%
OTHER EXPENSES	500	0	(500)	0%
CAPITAL	800,000	39,091	(760,909)	5%
TOTAL EXPENSES	974,150	123,115	(851,035)	13%

Note #4 - FY 21 is the fifth year for the majority of Stormwater Fund fees to be collected by Non-Ad Valorem Assessment. FY 21 is also the first year for the Stormwater User Fee.

**SPECIAL REVENUE FUND-BUILDING FUND
REVENUES AND EXPENDITURES
AS OF JUNE 30, 2021
75% OF YEAR**

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
REVENUES:				
OPERATING REVENUES	330,748	136,355	(194,393)	41%
TOTAL REVENUES	330,748	136,355	(194,393)	41%
EXPENSES:				
PERSONAL SERVICES	132,964	96,239	(36,725)	72%
OPERATING EXPENSES	197,784	118,932	(78,852)	60%
CAPITAL	0	46,251	46,251	0%
TOTAL EXPENSES	330,748	261,423	(69,325)	79%

**SPECIAL LAW ENFORCEMENT TRUST FUND
REVENUES AND EXPENDITURES
AS OF JUNE 30, 2021
75% OF YEAR**

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
REVENUES:				
CONFISCATIONS	0	0	0	0%
MISCELLANEOUS INCOME	0	0	0	0%
FROM FUND BALANCE	20,000	10,008	(9,992)	50%
TOTAL REVENUES	20,000	10,009	(9,991)	50%
EXPENSES:				
PROFESSIONAL DEVELOPMENT	15,000	8,757	(6,243)	58%
TRAVEL & PER DIEM	2,500	0	(2,500)	0%
OPERATING EXPENSES	2,500	1,252	(1,248)	50%
TOTAL EXPENSES	20,000	10,008	(9,992)	50%

**POLICE BUILDING CAPITAL IMPROVEMENT FUND
REVENUES AND EXPENDITURES
AS OF JUNE 30, 2021
75% OF YEAR**

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
REVENUES:				
TRANSFERS IN	160,254	80,425	(79,829)	50%
TOTAL REVENUES	160,254	80,425	(79,829)	50%
EXPENSES:				
DEBT	160,254	80,425	(79,829)	50%
TOTAL EXPENSES	160,254	80,425	(79,829)	50%

**SPRING PARK PROJECT FUND
REVENUES AND EXPENDITURES
AS OF JUNE 30, 2021
75% OF YEAR**

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
REVENUES:				
TRANSFERS IN	81,381	81,381	0	100%
TOTAL REVENUES	81,381	81,381	0	100%
EXPENSES:				
DEBT	81,381	81,381	0	100%
CAPITAL	0	0	0	0%
TOTAL EXPENSES	81,381	81,381	0	100%

**CITY OF GREEN COVE SPRINGS
FLORIDA STATE BOARD OF ADMINISTRATION
LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND
BALANCE AS OF JUNE 30, 2021**

PARTICIPANT RETURN 06/30/2021: .10%

FUND	AGENCY ACCT. #	BALANCE
GENERAL		1,629,254.39
UTILITY		4,012,720.28
SINKING FUND - WATER		323,397.09
SINKING - ELECTRIC		<u>758,622.08</u>
TOTAL		6,723,993.84

PER THE CITY'S INVESTMENT POLICY, SECTION XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION, A. THE FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND, 2. PORTFOLIO COMPOSITION - A MAXIMUM OF 100% OF AVAILABLE FUNDS MAY BE INVESTED IN THE FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** August 03, 2021
FROM: Andy Yeager, Electric Director
SUBJECT: Magnolia Point Reconductor Phase 1- Council authorization to award Heart Utility with Phase 1 of installing the backbone feeder for the reconductor project at Magnolia Point in an amount not to exceed \$300,000. *Andy Yeager*

BACKGROUND

The Electric Department has been gearing up for the Magnolia Point underground conductor replacement project and now we are ready to move forward. After I arrived as the Electric Director, I reviewed the project and then reached out for another review by a contractor, and then I made modifications to the project design and scope. After these changes, I am comfortable with the project and I feel more confident that from now and into the future, the electrical grid in Magnolia Point will be more reliable and we will be able to make switching changes and restore power more quickly. (Something the last design would not have allowed us to do)

We are going to be piggybacking off the current JEA contract (contract number 184918) which was negotiated in 5/2019 and awarded in October 2019 and runs through October 2022. Based on my past experiences with contracts through JEA, this bid was the most competitive one I have ever been a part of and has very small profit margins for the contractor.

This part of the work will be Phase 1 to build what is called a backbone which will support the rest of the subdivision and offer years of dependable service. Soon, we will start building the other phases of the project after the completion of this phase.

Heart Utilities has provided the attached estimate based on the plans. They will bill on actual units of work completed for each line item per the JEA contract. Staff is requesting authorization up to \$300,000 to complete this work for unknowns such as changing bad transformers that may be encountered as work progresses. Again, all work will be billed on actual units completed.

FISCAL IMPACT

Funds are budgeted for this purchase in the approved FY 21 Electric Department CIP Budget

RECOMMENDATION

Authorize a Purchase Order to Heart Utilities in an amount not to exceed \$300,000 to provide labor and equipment to install the Backbone Feeder in Phase 1 of our reconductor project in Magnolia Point.

Loc	Bid Item	JEA Construction Description	Quantity	Unit Cost	Extension
	20623	TRENCH, 24" X 4'-0" DEEP, CLASS D, LF	600	\$25.34	\$ 15,204.00
	22513	INSTALL CONDUIT ELBOW, PVC OR STEEL, 4" TC	50	\$91.23	\$ 4,561.50
	22711	DUCT BANK, DIRECT BURY, 6", 2 HIGH X 2 WIDE,	60	\$52.71	\$ 3,162.60
	23601	INSTALL PIT, ALL, EA	10	\$1,054.25	\$ 10,542.50
	23609	INSTALL THREE PHASE PADMOUNT EQUIPMENT	10	\$2,027.40	\$ 20,274.00
	24001	GROUND ROD ASSEMBLY, INSTALL, EA	10	\$50.69	\$ 506.90
	24707	SINGLE PHASE SPLICE, 350 MCM AND LARGER,	21	\$557.54	\$ 11,708.34
	24703	PULL THREE PHASE CABLE 350 MCM & LARGER,	15680	\$6.08	\$ 95,334.40
	28001	GENERAL FOREMAN - STRAIGHT TIME, Hr	16	\$76.03	\$ 1,216.48
	28007	LINEMAN - STRAIGHT TIME, Hr	32	\$102.38	\$ 3,276.16
	28010	LABORER - STRAIGHT TIME, Hr	32	\$47.64	\$ 1,524.48
	23512	ROD 4" DUCT/LF	15680	\$1.62	\$ 25,401.60
	23912	MANHOLE, PVC, CLASS II, INSTALL, EA	7	\$1,216.44	\$ 8,515.08
	24714	THREE PHASE 1000 MCM RISER POLE, EA	2	\$3,041.10	\$ 6,082.20
	24709	SINGLE PHASE TERMINATION, 350 MCM AND LAI	63	\$253.43	\$ 15,966.09
	24002	MANHOLE BONDING GROUND, INSTALL, EA	7	\$912.33	\$ 6,386.31
	21604	EXCAVATE 6'X6'X60" DEEP,ALL,EA	10	\$760.28	\$ 7,602.80
	22603	DIRECTIONAL BORE 2" CONDUIT, LF	500	\$20.27	\$ 10,135.00
	24701	PULL SINGLE PHASE PRIMARY CABLE UP TO & II	500	\$1.52	\$ 760.00
	24708	SINGLE PHASE TERMINATION, UP TO AND INCLL	20	\$101.37	\$ 2,027.40
	22512	INSTALL CONDUIT ELBOW, PVC OR STEEL, UP T	20	\$91.23	\$ 1,824.60
			Total:		\$ 252,012.44

Unit Code	Description	Sale Rate
15501	PAINT SINGLE PHASE TRANSFORMER/ENCLOSURE, ALL, EA	486.58
15502	PAINT THREE PHASE TRANSFORMER/ENCLOSURE, ALL, EA	608.22
15508	PAINT ALUMINUM/STEEL STREET LIGHT POLE, ALL, EA	486.58
15509	PAINT L4 STREET LIGHT POLE, EA.	486.58
20101	BASE COURSE, CY	48.66
20102	BACKFILL, COMPACTED, CY	32.44
20103	SELECT BACKFILL, COMPACTED, CY	40.55
20105	GROUT, 1:10, CY	150.03
20110	FLOWABLE FILL, CY	167.26
20201	TRENCH, 12" X 2', LF	24.33
20202	TRENCH, 12" X 2'-6", LF	25.95
20203	TRENCH, 12" X 3', LF	27.57
20204	TRENCH, 12" X 3'-6", LF	29.19
20205	TRENCH, 12" X 4', LF	32.44
20301	TRENCH, 24" X 2', LF	24.33
20302	TRENCH, 24" X 2'-6", LF	25.95
20303	TRENCH, 24" X 3', LF	27.57
20304	TRENCH, 24" X 3'-6", LF	29.19
20305	TRENCH, 24" X 4', LF	32.44
20306	TRENCH, 24" X 5', LF	97.32
20401	TRENCH, 30" X 2', LF	32.44
20402	TRENCH, 30" X 2'-6", LF	36.49
20403	TRENCH, 30" X 3', LF	40.55
20404	TRENCH, 30" X 3'-6", LF	44.60
20405	TRENCH, 30" X 4', LF	48.66
20406	TRENCH, 30" X 5', LF	60.82
20501	TRENCH, 42" X 3', LF	52.71
20502	TRENCH, 42" X 3'-6", LF	56.77
20503	TRENCH, 42" X 4', LF	64.88
20504	TRENCH, 42" X 5', LF	109.48
20505	TRENCH, 42" X 6', LF	129.75
20506	TRENCH, 42" X 7', LF	137.86
20507	TRENCH, 42" X 8', LF	154.08
20508	TRENCH, 42" X 9', LF	186.52
20509	TRENCH, 42" X 10', LF	194.63
20510	TRENCH, 42" X 11', LF	202.74
20511	TRENCH, 42" X 12', LF	210.85
20512	TRENCH, 42" X 13', LF	283.84
20513	TRENCH, 42" X 14', LF	324.38
20601	TRENCH, 48" X 3'-6", LF	36.49
20602	TRENCH, 48" X 4', LF	105.42
20603	TRENCH, 48" X 5', LF	113.53
20604	TRENCH, 48" X 6', LF	137.86

20605 TRENCH, 48" X 7', LF	162.19
20606 TRENCH, 48" X 8', LF	202.74
20607 TRENCH, 48" X 9', LF	223.01
20608 TRENCH, 48" X 10', LF	243.29
20609 TRENCH, 48" X 11', LF	243.29
20610 TRENCH, 48" X 12', LF	263.56
20611 TRENCH, 48" X 13', LF	304.11
20612 TRENCH, 48" X 14', LF	324.38
20613 TRENCH, 48"WIDE X 5'DEEP, UNCOMPACTED, LF	121.64
20614 TRENCH, 48"WIDE X 5'DEEP, COMPACTED, LF	141.92
20615 TRENCH, 48"WIDE X 6'DEEP, UNCOMPACTED, LF	162.19
20616 TRENCH, 48"WIDE X 6'DEEP, COMPACTED, LF	243.29
20617 TRENCH, 48"WIDE, EA FOOT OF DEPTH BEYOND 6', UNCOMF	101.37
20618 TRENCH, 48"WIDE, EA FOOT OF DEPTH BEYOND 6', COMPAC	141.92
20619 TRENCH, 12" X 4'-0" DEEP, CLASS U, LF	25.34
20620 TRENCH, 24" X 4'-0" DEEP, CLASS U, LF	25.34
20621 TRENCH, 36" X 4'-0" DEEP, CLASS U, LF	25.34
20622 TRENCH, 12" X 4'-0" DEEP, CLASS D, LF	10.14
20623 TRENCH, 24" X 4'-0" DEEP, CLASS D, LF	25.34
20624 TRENCH, 36" X 4'-0" DEEP, CLASS D, LF	25.34
20625 TRENCH, 24" X 4'-0" DEEP, CLASS D, COMPACTED, LF	25.34
20626 TRENCH, 36" X 4'-0" DEEP, CLASS D, COMPACTED, LF	25.34
20627 EACH ADDITIONAL FT OF TRENCH BEYOND 4' DEPTH, LF	10.14
20701 TRENCH, 54" X 3'-6", LF	60.82
20702 TRENCH, 54" X 4', LF	101.37
20703 TRENCH, 54" X 5', LF	141.92
20704 TRENCH, 54" X 6', LF	162.19
20705 TRENCH, 54" X 7', LF	182.47
20706 TRENCH, 54" X 8', LF	202.74
20707 TRENCH, 54" X 9', LF	223.01
20708 TRENCH, 54" X 10', LF	243.29
20709 TRENCH, 54" X 11', LF	263.56
20710 TRENCH, 54" X 12', LF	283.84
20711 TRENCH, 54" X 13', LF	324.38
20712 TRENCH, 54" X 14', LF	470.36
20801 TRENCH, 60" X 3'-6", LF	60.82
20802 TRENCH, 60" X 4', LF	81.10
20803 TRENCH, 60" X 5', LF	121.64
20804 TRENCH, 60" X 6', LF	145.97
20805 TRENCH, 60" X 7', LF	170.30
20806 TRENCH, 60" X 8', LF	210.85
20807 TRENCH, 60" X 9', LF	235.18
20808 TRENCH, 60" X 10', LF	267.62
20809 TRENCH, 60" X 11', LF	300.06

20810 TRENCH, 60" X 12', LF	364.93
20811 TRENCH, 60" X 13', LF	437.92
20812 TRENCH, 60" X 14', LF	486.58
20901 TRENCH, 72" X 3'-6", LF	121.64
20902 TRENCH, 72" X 4', LF	145.97
20903 TRENCH, 72" X 5', LF	243.29
20904 TRENCH, 72" X 6', LF	283.84
20905 TRENCH, 72" X 7', LF	324.38
20906 TRENCH, 72" X 8', LF	454.14
20907 TRENCH, 72" X 9', LF	470.36
20908 TRENCH, 72" X 10', LF	478.47
20909 TRENCH, 72" X 11', LF	486.58
20910 TRENCH, 72" X 12', LF	494.69
20911 TRENCH, 72" X 13', LF	510.90
20912 TRENCH, 72" X 14', LF	527.12
21001 EXCAVATION, 8' X 10' X 9', EA	2432.88
21002 EXCAVATION, 8' X 10' X 10', EA	2432.88
21003 EXCAVATION, 8' X 10' X 11', EA	2432.88
21004 EXCAVATION, 8' X 10' X 12', EA	2432.88
21005 EXCAVATION, 8' X 10' X 13', EA	2432.88
21006 EXCAVATION, 8' X 10' X 14', EA	2432.88
21021 EXCAVATION, 10' X 13' X 9', EA	2432.88
21022 EXCAVATION, 10' X 13' X 10', EA	2432.88
21023 EXCAVATION, 10' X 13' X 11', EA	2432.88
21024 EXCAVATION, 10' X 13' X 12', EA	2432.88
21025 EXCAVATION, 10' X 13' X 13', EA	2432.88
21026 EXCAVATION, 10' X 13' X 14', EA	2432.88
21101 EXCAVATION, 10' X 16' X 9', EA	2432.88
21102 EXCAVATION, 10' X 16' X 10', EA	2432.88
21103 EXCAVATION, 10' X 16' X 11', EA	2432.88
21104 EXCAVATION, 10' X 16' X 12', EA	2432.88
21105 EXCAVATION, 10' X 16' X 13', EA	2432.88
21106 EXCAVATION, 10' X 16' X 14', EA	2432.88
21107 EXCAVATION, 10' X 16' X 15', EA	2432.88
21201 EXCAVATION, 12' X 16' X 9', EA	2432.88
21202 EXCAVATION, 12' X 16' X 10', EA	2432.88
21203 EXCAVATION, 12' X 16' X 11', EA	2432.88
21204 EXCAVATION, 12' X 16' X 12', EA	2432.88
21205 EXCAVATION, 12' X 16' X 13', EA	2432.88
21206 EXCAVATION, 12' X 16' X 14', EA	2432.88
21207 EXCAVATION, 12' X 16' X 15', EA	2432.88
21301 EXCAVATION, 12' X 20' X 12', EA	2432.88
21302 EXCAVATION, 12' X 20' X 13', EA	2432.88
21303 EXCAVATION, 12' X 20' X 14', EA	2432.88

21304 EXCAVATION, 12' X 20' X 15', EA	2432.88
21401 CONCRETE, 3000 PSI, CY	364.93
21402 CONCRETE, 5000 PSI, CY	405.48
21403 CONCRETE, 3500 PSI, CY	385.21
21501 REBAR, #3-#8 FOR CAST-IN PLACE STRUCTURES, LB	3.24
21502 REBAR, #6-#10, LONGITUDINAL IN CONDUIT, LB	2.03
21503 REBAR, #6-#7, TRANSVERSE IN CONDUIT, LB	2.03
21600 PULLING IRONS, INSTALL, EA	113.53
21602 EXCAVATE 2'X4'X60" DEEP,ALL,EA	283.84
21603 EXCAVATE 4'X6'X60" DEEP,ALL,EA	456.17
21604 EXCAVATE 6'X6'X60" DEEP,ALL,EA	760.28
21605 INSTALL SELECT BACKFILL,CU YD	30.41
21606 EXCESSIVE ISOLATION,HR	162.19
21607 ABNORMAL LOCATE SITUATIONS,HR	263.56
21608 EQUIPMENT BUMPER,EA	233.15
21609 CABLE RACK, MANHOLE,INCLUDING 3 ARMS,EA	40.55
21610 FOAM DUCT, INSTALL, EA	15.21
21711 PRECAST MANHOLE, SET 4' X 6' X 6' MANHOLE 9' DEEP, CLAS	3649.32
21712 PRECAST MANHOLE, SET 4' X 6' X 6' MANHOLE 9' DEEP, CLAS	3649.32
21721 PRECAST MANHOLE, SET 4' X 6' X 6' MANHOLE 10' DEEP, CLA	3649.32
21722 PRECAST MANHOLE, SET 4' X 6' X 6' MANHOLE 10' DEEP, CLA	3649.32
21731 PRECAST MANHOLE, SET 4' X 6' X 6' MANHOLE 11' DEEP, CLA	3649.32
21732 PRECAST MANHOLE, SET 4' X 6' X 6' MANHOLE 11' DEEP, CLA	3649.32
21741 PRECAST MANHOLE, SET 4' X 6' X 6' MANHOLE 12' DEEP, CLA	3649.32
21742 PRECAST MANHOLE, SET 4' X 6' X 6' MANHOLE 12' DEEP, CLA	3649.32
21743 SET 4'X 6' PRECAST CONCRETE MANHOLE, EA	6589.05
21751 PRECAST MANHOLE, SET 6' X 9' X 7' MANHOLE 9' DEEP, CLAS	3649.32
21752 PRECAST MANHOLE, SET 6' X 9' X 7' MANHOLE 9' DEEP, CLAS	3649.32
21761 PRECAST MANHOLE, SET 6' X 9' X 7' MANHOLE 10' DEEP, CLA	3649.32
21762 PRECAST MANHOLE, SET 6' X 9' X 7' MANHOLE 10' DEEP, CLA	3649.32
21771 PRECAST MANHOLE, SET 6' X 9' X 7' MANHOLE 11' DEEP, CLA	3649.32
21772 PRECAST MANHOLE, SET 6' X 9' X 7' MANHOLE 11' DEEP, CLA	3649.32
21781 PRECAST MANHOLE, SET 6' X 9' X 7' MANHOLE 12' DEEP, CLA	3649.32
21782 PRECAST MANHOLE, SET 6' X 9' X 7' MANHOLE 12' DEEP, CLA	3649.32
21783 SET 6'X 9' PRECAST CONCRETE MANHOLE, EA	8616.45
21811 PRECAST MANHOLE, SET 6' X 12' X 7' MANHOLE 10' DEEP, CL	6487.68
21812 PRECAST MANHOLE, SET 6' X 12' X 7' MANHOLE 10' DEEP, CL	6487.68
21821 PRECAST MANHOLE, SET 6' X 12' X 7' MANHOLE 11' DEEP, CL	6487.68
21822 PRECAST MANHOLE, SET 6' X 12' X 7' MANHOLE 11' DEEP, CL	6487.68
21831 PRECAST MANHOLE, SET 6' X 12' X 7' MANHOLE 12' DEEP, CL	6487.68
21832 PRECAST MANHOLE, SET 6' X 12' X 7' MANHOLE 12' DEEP, CL	6487.68
21841 PRECAST MANHOLE, SET 6' X 12' X 7' MANHOLE 13' DEEP, CL	6487.68
21842 PRECAST MANHOLE, SET 6' X 12' X 7' MANHOLE 13' DEEP, CL	6487.68
21843 SET 6'X 12' PRECAST CONCRETE MANHOLE, EA	10643.85

21844 SET 8'X 12' PRECAST CONCRETE MANHOLE, EA	12671.25
21847 REMOVE PAD, ALL, EA	608.22
21849 ADJUST PAD, ALL, EA	608.22
21855 ADJUST PIT, ALL, EA	1216.44
21911 PRECAST MANHOLE, SET 6' X 12' X 10' MANHOLE 13' DEEP, C	7298.64
21912 PRECAST MANHOLE, SET 6' X 12' X 10' MANHOLE 13' DEEP, C	7298.64
21921 PRECAST MANHOLE, SET 6' X 12' X 10' MANHOLE 14' DEEP, C	7298.64
21922 PRECAST MANHOLE, SET 6' X 12' X 10' MANHOLE 14' DEEP, C	7298.64
21931 PRECAST MANHOLE, SET 6' X 12' X 10' MANHOLE 15' DEEP, C	7298.64
21932 PRECAST MANHOLE, SET 6' X 12' X 10' MANHOLE 15' DEEP, C	7298.64
21941 PRECAST MANHOLE, SET 6' X 12' X 10' MANHOLE 16' DEEP, C	7298.64
21942 PRECAST MANHOLE, SET 6' X 12' X 10' MANHOLE 16' DEEP, C	7298.64
22011 PRECAST MANHOLE, SET 8' X 12' X 7' MANHOLE 10' DEEP, CL	6487.68
22012 PRECAST MANHOLE, SET 8' X 12' X 7' MANHOLE 10' DEEP, CL	6487.68
22021 PRECAST MANHOLE, SET 8' X 12' X 7' MANHOLE 11' DEEP, CL	6487.68
22022 PRECAST MANHOLE, SET 8' X 12' X 7' MANHOLE 11' DEEP, CL	6487.68
22031 PRECAST MANHOLE, SET 8' X 12' X 7' MANHOLE 12' DEEP, CL	6487.68
22032 PRECAST MANHOLE, SET 8' X 12' X 7' MANHOLE 12' DEEP, CL	6487.68
22041 PRECAST MANHOLE, SET 8' X 12' X 7' MANHOLE 13' DEEP, CL	6487.68
22042 PRECAST MANHOLE, SET 8'X 12' X 7' MANHOLE 13' DEEP, CL	6487.68
22111 PRECAST MANHOLE, SET 8' X 16' X 7' MANHOLE 10' DEEP, CL	7298.64
22112 PRECAST MANHOLE, SET 8' X 16' X 7' MANHOLE 10' DEEP, CL	7298.64
22121 PRECAST MANHOLE, SET 8' X 16' X 7' MANHOLE 11' DEEP, CL	7298.64
22122 PRECAST MANHOLE, SET 8' X 16' X 7' MANHOLE 11' DEEP, CL	7298.64
22131 PRECAST MANHOLE, SET 8' X 16' X 7' MANHOLE 12' DEEP, CL	7298.64
22132 PRECAST MANHOLE, SET 8' X 16' X 7' MANHOLE 12' DEEP, CL	7298.64
22141 PRECAST MANHOLE, SET 8' X 16' X 7' MANHOLE 13' DEEP, CL	7298.64
22142 PRECAST MANHOLE, SET 8' X 16' X 7' MANHOLE 13' DEEP, CL	7298.64
22151 PRECAST MANHOLE, SET 8' X 16' X 7' MANHOLE 14' DEEP, CL	7298.64
22152 PRECAST MANHOLE, SET 8' X 16' X 7' MANHOLE 14' DEEP, CL	7298.64
22301 FORMS, PILE CAP, SFCA	16.22
22302 FORM, SLAB, SFCA	12.98
22303 FORM, REGULAR WALL, SFCA	24.33
22304 FORM, PILASTERED COLUMN, WALL, SFCA	21.08
22305 FORM, ELEVATED FLAT SLAB, SFCA	17.84
22306 FORM, ELEVATED TWO-WAY BEAM AND SLAB, SFCA	17.84
22307 FORMS, TRANSFORMER VAULT ACCESS CURB, SFCA	35.68
22401 MANHOLE NECK, INSTALL, EA	364.93
22405 ADJUST NON-TRAFFIC BEARING MANHOLE COVER, EA	729.86
22406 ADJUST TRAFFIC BEARING MANHOLE COVER, EA	973.15
22407 ADDITIONAL COURSE OF BRICK, EA	202.74
22408 ADJUST MANHOLE COVER AFTER MILL, EA	770.41
22409 ADJUST MANHOLE COVER BEFORE MILL, EA	770.41
22410 REPLACE BUTTERFLY MANHOLE ROOF, EA	1520.55

22510	INSTALL CONDUIT, PVC OR STEEL, UP TO 3" DIAMETER	0.25
22511	INSTALL CONDUIT, PVC OR STEEL, 4" TO 6" DIAMETER	0.25
22512	INSTALL CONDUIT ELBOW, PVC OR STEEL, UP TO 3" DIAMETER	91.23
22513	INSTALL CONDUIT ELBOW, PVC OR STEEL, 4" TO 6" DIAMETER	91.23
22602	DIRECTIONAL BORE 1" CONDUIT, LF	15.21
22603	DIRECTIONAL BORE 2" CONDUIT, LF	20.27
22604	DIRECTIONAL BORE 3" CONDUIT, LF	21.29
22605	DIRECTIONAL BORE 4" CONDUIT, LF	21.29
22625	DIRECTIONAL BORE 2-4" CONDUIT, LF	23.32
22606	DIRECTIONAL BORE 6" CONDUIT, LF	26.36
22626	DIRECTIONAL BORE 2-6" CONDUIT, LF	33.45
22700	MEASURING PULL TAPE, INSTALL, LF	1.62
22701	DUCT BANK, DIRECT BURY, 4", 2 HIGH X 2 WIDE, LF	36.49
22702	DUCT BANK, DIRECT BURY, 4", 2 HIGH X 3 WIDE, LF	44.60
22703	DUCT BANK, DIRECT BURY, 4", 2 HIGH X 4 WIDE, LF	52.71
22704	DUCT BANK, DIRECT BURY, 4", 2 HIGH X 5 WIDE, LF	60.82
22705	DUCT BANK, DIRECT BURY, 4", 3 HIGH X 3 WIDE, LF	68.93
22711	DUCT BANK, DIRECT BURY, 6", 2 HIGH X 2 WIDE, LF	52.71
22712	DUCT BANK, DIRECT BURY, 6", 2 HIGH X 3 WIDE, LF	60.82
22713	DUCT BANK, DIRECT BURY, 6", 2 HIGH X 4 WIDE, LF	68.93
22714	DUCT BANK, DIRECT BURY, 6", 2 HIGH X 5 WIDE, LF	77.04
22715	DUCT BANK, DIRECT BURY, 6", 3 HIGH X 3 WIDE, LF	77.04
22911	NON-REINFORCED CONCRETE, CLASS I, REMOVE, CF	25.34
22912	NON-REINFORCED CONCRETE, CLASS II, REMOVE, CF	40.55
22921	REINFORCED CONCRETE, CLASS I, REMOVE, CF	101.37
22922	REINFORCED CONCRETE, CLASS II, REMOVE, CF	101.37
22923	MODULAR BRICK STRUCTURE, REMOVE, CF	60.82
23011	DUCT BANK, NON-REINFORCED, 1 TO 4 DUCTS, CLASS I, REMOVE	97.32
23012	DUCT BANK, NON-REINFORCED, 1 TO 4 DUCTS, CLASS II, REMOVE	113.53
23013	DUCT BANK, REINFORCED, 1 TO 4 DUCTS, CLASS I, REMOVE	113.53
23014	DUCT BANK, REINFORCED, 1 TO 4 DUCTS, CLASS II, REMOVE	129.75
23021	DUCT BANK, NON-REINFORCED, 5 TO 8 DUCTS, CLASS I, REMOVE	113.53
23022	DUCT BANK, NON-REINFORCED, 5 TO 8 DUCTS, CLASS II, REMOVE	129.75
23023	DUCT BANK, REINFORCED, 5 TO 8 DUCTS, CLASS I, REMOVE	145.97
23024	DUCT BANK, REINFORCED, 5 TO 8 DUCTS, CLASS II, REMOVE	162.19
23031	DUCT BANK, NON-REINFORCED, 9 TO 12 DUCTS, CLASS I, REMOVE	145.97
23032	DUCT BANK, NON-REINFORCED, 9 TO 12 DUCTS, CLASS II, REMOVE	178.41
23033	DUCT BANK, REINFORCED, 9 TO 12 DUCTS, CLASS I, REMOVE	202.74
23034	DUCT BANK, REINFORCED, 9 TO 12 DUCTS, CLASS II, REMOVE	235.18
23041	DUCT BANK, NON-REINFORCED, 13 TO 16 DUCTS, CLASS I, REMOVE	202.74
23042	DUCT BANK, NON-REINFORCED, 13 TO 16 DUCTS, CLASS II, REMOVE	227.07
23043	DUCT BANK, REINFORCED, 13 TO 16 DUCTS, CLASS I, REMOVE	263.56
23044	DUCT BANK, REINFORCED, 13 TO 16 DUCTS, CLASS II, REMOVE	304.11
23051	DUCT BANK, NON-REINFORCED, 17 TO 20 DUCTS, CLASS I, REMOVE	344.66

23052 DUCT BANK, NON-REINFORCED, 17 TO 20 DUCTS, CLASS II, F	385.21
23053 DUCT BANK, REINFORCED, 17 TO 20 DUCTS, CLASS I, REMO'	405.48
23054 DUCT BANK, REINFORCED, 17 TO 20 DUCTS, CLASS II, REMC	466.30
23061 DUCT BANK, NON-REINFORCED, 21 TO 30 DUCTS, CLASS I, R	527.12
23062 DUCT BANK, NON-REINFORCED, 21 TO 30 DUCTS, CLASS II, F	608.22
23063 DUCT BANK, REINFORCED, 21 TO 30 DUCTS, CLASS I, REMO'	648.77
23064 DUCT BANK, REINFORCED, 21 TO 30 DUCTS, CLASS II, REMC	729.86
23071 ABANDON MANHOLE, CF	101.37
23101 GROUT AND SEAL DUCT, CLASS I, EA	40.55
23102 GROUT AND SEAL DUCT, CLASS II, EA	60.82
23103 SEAL DUCT UP TO 6" IN DIAMETER, EA	40.55
23104 SEAL DUCT 7" TO 18" IN DIAMETER, EA	162.19
23105 SEAL DUCT 19" TO 36" IN DIAMETER, EA	324.38
23201 DUCT BANK, 4" DUCT, 2 HIGH BY 2 WIDE, LF	72.99
23202 DUCT BANK, 4" DUCT, 2 HIGH BY 3 WIDE, LF	81.10
23203 DUCT BANK, 4" DUCT, 2 HIGH BY 4 WIDE, LF	97.32
23204 DUCT BANK, 4" DUCT, 2 HIGH BY 5 WIDE, LF	113.53
23205 DUCT BANK, 4" DUCT, 3 HIGH BY 3 WIDE, LF	121.64
23206 DUCT BANK, 4" DUCT, 3 HIGH BY 4 WIDE, LF	129.75
23207 DUCT BANK, 4" DUCT, 4 HIGH BY 3 WIDE, LF	137.86
23208 DUCT BANK, 4" DUCT, 4 HIGH BY 4 WIDE, LF	145.97
23301 DUCT BANK, 6" DUCT, 2 HIGH BY 2 WIDE, LF	97.32
23302 DUCT BANK, 6" DUCT, 2 HIGH BY 3 WIDE, LF	113.53
23303 DUCT BANK, 6" DUCT, 2 HIGH BY 4 WIDE, LF	129.75
23304 DUCT BANK, 6" DUCT, 2 HIGH BY 5 WIDE, LF	145.97
23305 DUCT BANK, 6" DUCT, 3 HIGH BY 3 WIDE, LF	162.19
23306 DUCT BANK, 6" DUCT, 3 HIGH BY 4 WIDE, LF	178.41
23307 DUCT BANK, 6" DUCT, 4 HIGH BY 3 WIDE, LF	194.63
23308 DUCT BANK, 6" DUCT, 4 HIGH BY 4 WIDE, LF	210.85
23401 COUPLE TO 3-1/2" DUCT BANK, EA	28.38
23402 COUPLE TO 4" DUCT BANK, EA	28.38
23403 COUPLE TO 3-1/2" DUCT BANK, EA	28.38
23404 COUPLE TO 4" DUCT BANK, EA	28.38
23501 SPLIT DUCT, 4", INSTALL, LF	30.41
23502 SPLIT DUCT, 6", INSTALL, LF	30.41
23510 ROD 2" DUCT, LF	1.62
23511 ROD 3" DUCT, LF	1.62
23512 ROD 4" DUCT/LF	1.62
23513 ROD 6" DUCT/LF	1.62
23601 INSTALL PIT, ALL, EA	1054.25
23604 INSTALL SINGLE PHASE PADMOUNT EQUIPMENT, ALL, EA	202.74
23605 REMOVE SINGLE PHASE PADMOUNT EQUIPMENT, ALL, EA	608.22
23606 RELOCATE SINGLE PHASE PADMOUNT EQUIPMENT, ALL, EA	608.22
23607 RELOCATE THREE PHASE PADMOUNT EQUIPMENT, ALL, EA	1784.11

23608	RELOCATE THREE PHASE PADMOUNT EQUIPMENT, ALL, EA,	5271.24
23609	INSTALL THREE PHASE PADMOUNT EQUIPMENT, ALL, EA, UF	2027.40
23610	INSTALL THREE PHASE PADMOUNT EQUIPMENT, ALL, EA 100	3041.10
23611	REMOVE THREE PHASE PADMOUNT EQUIPMENT, ALL, EA UF	4054.80
23612	REMOVE THREE PHASE PADMOUNT EQUIPMENT, ALL, EA 100	7704.12
23811	INSTALL PULL AND SERVICE BOXES, ALL, EA	253.43
23812	REMOVE PULL AND SERVICE BOXES, ALL, EA	152.06
23813	INSTALL PEDSTALS, ALL, EA	182.47
23814	REMOVE PEDSTALS, ALL EA	101.37
23911	MANHOLE, PVC, CLASS I, INSTALL, EA	912.33
23912	MANHOLE, PVC, CLASS II, INSTALL, EA	1216.44
23913	MANHOLE, PVC, CLASS I, REMOVE, EA	689.32
23914	MANHOLE, PVC, CLASS II, REMOVE, EA	1216.44
23915	SET 36"X 60"X 36" POLYMER CONCRETE MANHOLE, EA	202.74
23916	REMOVE PVC MANHOLE, EA	861.65
24001	GROUND ROD ASSEMBLY, INSTALL, EA	50.69
24002	MANHOLE BONDING GROUND, INSTALL, EA	912.33
24200	PUMP OUT MANHOLE, EA	202.74
24300	CLEAN OUT MANHOLE, EA	912.33
24400	POLE AND FIXTURE, ALL OPTIONS, REM., EA	770.41
24410	POLE AND FIXTURE, ALL OPTIONS, REM., EA	770.41
24420	POLE AND FIXTURE, ALL OPTIONS, REM., EA	770.41
24460	POLE BRACKET AND TWO FIXTURES, INSTALL OR REMOVE,	304.11
24461	POLE BRACKET AND TWO FIXTURES, INSTALL OR REMOVE,	101.37
24462	INSTALL/REMOVE ANCHOR BASE, ALL, EA	1459.73
24470	REMOVE STREET LIGHT & BASE, ALL, EA	304.11
24471	INSTALL STREET LIGHT L1, L2, L3, ALL OPTIONS, EA	1216.44
24472	INSTALL STREET LIGHT L4, ALL OPTIONS, EA	101.37
24473	INSTALL STREET LIGHT SINGLE ARM L5, L6, L12, L15, L16,	101.37
24474	INSTALL STREET LIGHT DOUBLE ARM L5, L6, L15, L16,	973.15
24475	WALL PACK FIXTURE, ALL OPTIONS, INSTALL OR REMOVE, E	608.22
24476	REMOVE STREET LIGHT L1, L2, L3, ALL OPTIONS, EA	304.11
24600	ASPHALT PAVEMENT, REMOVAL, SF	4.05
24690	ASPHALT OVERLAY LESS THAN 2" THICK, SF	6.08
24700	ASPHALT PAVEMENT AND LIMEROCK REPLACEMENT, SF	8.92
24701	PULL SINGLE PHASE PRIMARY CABLE UP TO & INCLUDING 1,	1.52
24702	PULL THREE PHASE PRIMARY CABLE UP TO & INCLUDING 1/	4.05
24703	PULL THREE PHASE CABLE 350 MCM & LARGER, LF	6.08
24704	REMOVE SINGLE PHASE PRIMARY CABLE, ALL, LF	2.03
24705	REMOVE THREE PHASE PRIMARY CABLE, ALL, LF	3.04
24706	SINGLE PHASE SPLICE, UP TO AND INCLUDING 1/0 AWG, EA	101.37
24707	SINGLE PHASE SPLICE, 350 MCM AND LARGER, EA	557.54
24708	SINGLE PHASE TERMINATION, UP TO AND INCLUDING 1/0 AV	101.37
24709	SINGLE PHASE TERMINATION, 350 MCM AND LARGER, EA	253.43

24710 SINGLE PHASE RISER POLE, EA	963.02
24711 TWO PHASE RISER POLE, EA	1165.76
24712 THREE PHASE 1/0 AWG RISER POLE, EA	1267.13
24713 THREE PHASE 350 MCM RISER POLE, EA	2027.40
24714 THREE PHASE 1000 MCM RISER POLE, EA	3041.10
24715 STRIP OUT RISER POLE - SINGLE OR MULTIPHASE - UP TO 3	304.11
24716 STRIP OUT RISER POLE - 1000 MCM, EA	1317.81
24717 PULL THREE PHASE PRIMARY CABLE UP TO & INCLUDING 1/	3.24
24718 PULL THREE PHASE CABLE 350 MCM & LARGER, LF	6.08
24801 CONCRETE SIDEWALK AND PAVEMENT 6" AND UNDER, REM	6.49
24802 CONCRETE SIDEWALK AND PAVEMENT OVER 6", REMOVE, C	30.41
24803 MODULAR PAVEMENT, REMOVE, SF	10.14
24804 MODULAR PAVEMENT, INSTALL, SF	6.49
24900 INSTALL PAD, ALL, EA	608.22
24901 CONCRETE SIDEWALK AND PAVEMENT 4" THICK, INSTALL, S	6.49
24902 CONCRETE SIDEWALK AND PAVEMENT 5" THICK, INSTALL, S	7.30
24903 CONCRETE SIDEWALK AND PAVEMENT 6" THICK, INSTALL, S	8.11
24907 REMOVE PIT, ALL, EA	608.22
25001 CONCRETE CURB AND GUTTER, REMOVE, LF	17.84
25002 CONCRETE CURB AND GUTTER, ALL TYPES, INSTALL, LF	21.90
25003 GRANITE CURB REMOVAL, LF	20.27
25201 SAW CONCRETE, LF	6.08
25202 SAW ASPHALT, LF	4.87
25301 RAKE, SEED, AND MULCH 1000 SQUARE FEET AND LESS, SF	2.53
25302 RAKE, SEED, AND MULCH 1001 TO 5000 SQUARE FEET, SF	1.42
25303 RAKE, SEED, AND MULCH 5001 SF AND ABOVE, SF	2.03
25304 GRADE AND SOD 1000 SQUARE FEET AND LESS, SF	4.05
25305 GRADE AND SOD 1001 SQUARE FEET AND ABOVE, SF	2.84
25306 REMOVE/REPLACE SOD,SF	2.84
25400 DRILL HOLE IN MANHOLE FOR CONDUIT STUB-OUT,	364.93
25500 PULL PROPER SIZE DUCT SLUG THRU DUCT, ALL OPTIONS,	3.24
25601 PRIMARY, CABLE REMOVAL, UP TO 1/0, LF	3.24
25602 PRIMARY, CABLE REMOVAL, 1/0 TO 400 KCM, LF	4.05
25603 PRIMARY, CABLE REMOVAL, 401 KCM TO 750 KCM, LF	4.87
25604 SECONDARY, CABLE REMOVAL, 500 KCM OR SMALLER, LF	4.05
25605 12/2 SECONDARY CABLE INSTALLATION, LF	3.04
25606 #2 COPPER SECONDARY CABLE INSTALLATION, LF	2.43
25607 2/0 TRIPLEX SECONDARY CABLE INSTALLATION, LF	3.04
25608 4/0 TRIPLEX SECONDARY CABLE INSTALLATION, LF	3.04
25609 SPLICE OR TERMINATION, SECONDARY, INSTALL, ALL, EA	136.85
25610 REMOVE SPLICE/TERMINATION SECONDARY, ALL, EA	5.07
25612 INSTALL SECONDARY CABLE UP TO & INCLUDING 4/0 AND FI	1.52
25613 INSTALL SECONDARY CABLE 350 AND LARGER, ALL, LF	2.03
25614 REMOVE SECONDARY CABLE UP TO & INCLUDING 4/0 AND F	1.52

25615 REMOVE SECONDARY CABLE 350 AND LARGER, ALL, LF	2.03
25616 SPLICE/TERMINATE SECONDARY, INSTALL, ALL, EA	10.14
25617 REMOVE SPLICE/TERMINATION SECONDARY, ALL, EA	5.07
25618 INSTALL & REMOVE UNDERGROUND SECONDARY RISER,ALI	456.17
28001 GENERAL FOREMAN - STRAIGHT TIME, Hr	76.03
28002 GENERAL FOREMAN - TIME AND A HALF (1.5 X STRAIGHT TII	158.14
28003 GENERAL FOREMAN - DOUBLE TIME (2.0 X STRAIGHT TIME),	210.85
28004 FOREMAN (EQUIP. OPERATOR) - STRAIGHT TIME, Hr	83.53
28005 FOREMAN (EQUIP. OPR.) - TIME AND A HALF (1.5 X STR TIME	125.29
28006 FOREMAN (EQUIP. OPR.) - DOUBLE TIME (2.0 X STR TIME)Hr	167.06
28007 LINEMAN - STRAIGHT TIME, Hr	102.38
28008 LINEMAN - TIME AND A HALF (1.5 X STRAIGHT TIME), Hr	153.58
28009 LINEMAN - DOUBLE TIME (2 X STRAIGHT TIME), Hr	163.81
28010 LABORER - STRAIGHT TIME, Hr	47.64
28011 LABORER - TIME AND A HALF (1.5 X STRAIGHT TIME), Hr	70.96
28012 LABORER - DOUBLE TIME (2.0 X STRAIGHT TIME), Hr	115.16
28013 FOREMAN - STRAIGHT TIME, Hr	70.96
28014 FOREMAN - TIME AND A HALF (1.5 X STRAIGHT TIME), Hr	106.44
28015 FOREMAN - DOUBLE TIME (2.0 X STRAIGHT TIME), Hr	165.44
28029 Electrical Contractor, Straight Time, hr.	182.47
29001 Hammer for Backhoe,HR	50.69
29002 Hammer, PNEUMATIC, 80 LB,HR	18.25
29003 Generator, 1 TO 5.0 KW,HR	14.19
29004 Cutting torch and Gas,HR	15.21
29005 Portable Welder,HR	15.21
29006 Vibrator, Concrete,HR	8.11
29007 Compactor, Roller, 2 Drum 2000 LB,HR	18.65
29008 Air Compressor,(250 CFM HOUR),HR	20.27
29009 Truck, Flatbed, 14 Foot to 16 Foot,HR	25.34
29010 Truck, Pickup, 4 Wheel Drive, HR	15.21
29011 Truck, Tractor 4X2,HR	64.88
29012 Truck, Flatbed, 14 to 16 Foot, HR	25.34
29013 Truck, Dump, 12 Yard,HR	35.48
29014 Truck, Dump, 6 Yards, HR	25.34
29015 Truck, Water, 1 Ton for Well Drilling,HR	91.23
29016 Truck, Dump, 16 Yards, HR	76.03
29017 Truck, Bucket, 42 Foot Working Height, HR	30.41
29018 Truck, Corner/center Mount, HR	65.89
29019 Truck, Utility Line, HR	65.89
29020 Trailer, Semi Tractor, Hr	105.42
29021 Trailer, water tank, engine driven discharge,HR	20.27
29022 Crane, 15 Ton, HR	126.71
29023 Crane 40 Ton, HR	146.99
29024 Crane 75 Ton, HR	170.30

29025 Crane, 90 Ton, HR	283.84
29026 Backhoe, CASE 580C or Equal with Transport Trailer, Hr	30.41
29027 Backhoe, CASE 780C or Equal with Transport Trailer, Hr	60.82
29028 Backhoe, Crawler Type with Transport Trailer, Hr	45.62
29029 Bulldozer, D4 Cat or Equal, Hr	133.81
29030 Bulldozer, D6 Cat or Equal, Hr	182.47
29031 Tractor and Mower, Bush Hog, Hr	60.82
29032 Trencher, Davis 40+4 or Equal with Transport Trailer, Hr	45.62
29033 Pump, Single Diaphragm, 5 HP Minimum, Hr	15.21
29034 Pump, 4" Jet with Intake and Discharge Hose, Hr	25.34
29035 Pump, 6" for Well Point Operation, Hr	68.93
29036 Pump, 6" for Well Point Operation, WK	4865.76
29037 Air Compressor with One Hammer, 100 CFM Minimum, Hr	35.48
29038 Air Compressor, 250 CFM Hour, Hr	45.62
29043 Saw, Concrete, Walking Type, Hr	36.49
29044 Saw, Concrete, Handheld Type, Hr	30.41
29045 Trailer, Material/Equipment, 6 Wheel, Hr	10.14
29046 Tamper, Power, 5HP Minimum, Hr	15.21
29047 Van, Splicer/Equipment, Hr	52.71
29050 Ground Penetrating Radar Unit, Hr	101.37
29051 Bore and Jack Equipment, Hr	648.77
29052 Directional Boring Equipment & Tank Truck, Hr	405.48
29053 Truck Mounted Ground Rod Driving Equipment, Hr	101.37
29054 Distribution Conductor Stringing Equipment	152.06
29055 Reel Carrier for Distribution Conductor	10.14
29056 Distibution Dollie	0.81
99999 REIMBURSABLE	1.00



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** August 03, 2021
FROM: Andy Yeager, Electric Director
SUBJECT: Approval to pay Invoice # 1 and # 2 to SPX Transformer Solutions in the total amount of \$977,105.00 for the purchase of Chapman Transformer #3. *Andy Yeager*

BACKGROUND

To be able to supply the growing city of Green Cove Springs with more capacity and reliable energy into the future. It was decided after much debate to purchase a transformer from SPX Transformer Solutions and add it to our other two transformers at Chapman Substation.

We put in the order and entered a contract on 7/23/2020 with SPX Transformer Solutions and the transformer was delivered on 5/28/2021 to the Chapman Substation. We are now in the process of burying underground cable to riser poles outside the substation and energizing the transformer.

There are two invoices, one is for the transformer and one is for the field assembly and testing of the transformer at the Chapman Substation which is both covered in the contract.


FISCAL IMPACT

Funds are budgeted for this purchase in the approved FY 21 Electric Department CIP Budget

RECOMMENDATION

Authorize as an action to pay SPX Transformer Solutions in the amount of \$ 977,105.00 which is the total of the combined two invoices attached

INVOICE

 <p>SPX TRANSFORMER SOLUTIONS</p> <p>SPX TRANSFORMER SOLUTIONS, INC. 400 South Prairie Avenue Waukesha, WI 53186-5969</p> <p>BILL TO: CITY OF GREEN COVE SPRINGS Accounts Payable 321 WALNUT STREET GREEN COVE SPRINGS FL 32043 USA</p>		Invoice Number: 90032165		Invoice Date: 06/09		Item #6.	
		Project Number: GT-05319		Order Number: 5319		Date Shipped: 05/25/2021	
		Customer Purchase Order: Contract		Customer Number: 3766			
		Channel Partner No: 500002		Purchase Order Date: 07/23/2020			
		Channel Partner: Electric Sales Associates		Company Code: 2000			
		Terms of Payment: Within 30 days Due net					
Additional Info:				SHIP TO:			
				CITY OF GREEN COVE SPRINGS Chapman Substation 4530-3 CR 15A Int. Taylons&Boulevard Rds GREEN COVE SPRINGS FL 32043 USA			
Bill of Lading:			Shipped From:		Freight Terms:		
			GOLDSBORO, NC		FOB/ Pad		
Item	Description	Quantity Ordered	Quantity Invoiced	Unit Price	Amount		
10	Transformer	1	1	Included	\$879,394.50		
90% Upon Shipment							
Subtotal before Taxes:					\$879,394.50		
Total Invoice Amount:					\$879,394.50		

Correspondence: 400 S.Prairie,Waukesha,WI 53186-5969 **Remit To Address:** PO Box 277311 Atlanta, GA 30384-7311


Wire Transfer Information: Bank of America/SPX Transformer Solutions, INC./New York NY
Account Number 3750584433 ABA#0260-0959-3

Automatic Clearing House (ACH) Information: Bank of America/SPX Transformer Solutions, INC./New York NY
Account Number 3750584433 ABA# 1110-0001-2

Swift Information: BOFAUS3N

Please contact Accounting at 262-547-0121 for any questions regarding this document.

INVOICE

 <p>SPX TRANSFORMER SOLUTIONS</p> <p>SPX TRANSFORMER SOLUTIONS, INC. 400 South Prairie Avenue Waukesha, WI 53186-5969</p> <p>BILL TO: CITY OF GREEN COVE SPRINGS Accounts Payable 321 WALNUT STREET GREEN COVE SPRINGS FL 32043 USA</p>		Invoice Number: 90032286		Invoice Date: 06/24		Item #6.	
		<p>Project Number: GT-05319</p> <p>Date Shipped: 05/25/2021</p> <p>Customer Purchase Order: Contract</p> <p>Channel Partner No: 500002</p> <p>Channel Partner: Electric Sales Associates</p> <p>Terms of Payment: Within 30 days Due net</p>		<p>Order Number: 5319</p> <p>Order Date: 07/23/2020</p> <p>Customer Number: 3766</p> <p>Purchase Order Date: 07/23/2020</p> <p>Company Code: 2000</p>			
Additional Info:			SHIP TO:				
			CITY OF GREEN COVE SPRINGS Chapman Substation 4530-3 CR 15A Int.Taylons&Boulevard Rds GREEN COVE SPRINGS FL 32043 USA				
Bill of Lading:		Shipped From:		Freight Terms:			
		GOLDSBORO, NC		FOB/ Pad			
Item	Description	Quantity Ordered	Quantity Invoiced	Unit Price	Amount		
10	Transformer	1	1	Included	\$97,710.50		
10% Upon Completion of Field Assembly and submission of Field Test Report							
Subtotal before Taxes:					\$97,710.50		
Total Invoice Amount:					\$97,710.50		

Correspondence: 400 S.Prairie,Waukesha,WI 53186-5969 **Remit To Address:** PO Box 277311 Atlanta, GA 30384-7311

Wire Transfer Information: Bank of America/SPX Transformer Solutions, INC./New York NY
Account Number 3750584433 ABA#0260-0959-3

Automatic Clearing House (ACH) Information: Bank of America/SPX Transformer Solutions, INC./New York NY
Account Number 3750584433 ABA# 1110-0001-2

Swift Information: BOFAUS3N

Please contact Accounting at 262-547-0121 for any questions regarding this document.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** August 3, 2021
FROM: Mike Null
SUBJECT: Approval of Pay Application #6 to Terry's Electric for Chapman Substation Construction Improvements in the amount of \$114,950.00, leaving a balance of \$184,126.80 in contract number LC 2020-17 in the total amount of \$879,086.00. *Andy Yeager*

BACKGROUND

At the December 8, 2020 City Council meeting, Council awarded ITB LC 2020-17 to perform construction work at the Chapman Substation to Terry's Electric in the amount of \$879,086.00.

At the March 16, 2021 Council meeting, Council approved Pay Application #1 in the amount of \$227,171.99 for payment.

At the April 6, 2021 Council meeting, Council approved Pay Application #2 in the amount of \$83,855.41 for payment.

At the April 20, 2021 Council meeting, Council approved Pay Application #3 in the amount of \$39,600.00 for payment.

At the May 18, 2021 Council Meeting, Council approved Pay Application #4 in the amount of \$106,594.30 for payment.

At the July 6, 2021 Council Meeting, Council approved Pay Application #5 in the amount of \$122,787.50 for payment.

Terry's Electric has submitted Pay Application # 6 in the amount of \$114,950.00 for payment. The City's Engineer, Patterson & Dewar, as well as city staff have reviewed the pay application and find it to be complete and recommend approval for payment.

FISCAL IMPACT

The funds for the construction project in the amount of \$879,086.00 are in the Electric Department's FY 2021 capital project fund.

RECOMMENDATION

Approve Pay Application #6 to Terry's Electric for Chapman Substation Construction Improvements in the amount of \$114,950.00, leaving a balance of \$184,126.80 in contract number LC 2020-17 in the total amount of \$879,086.00.



1531 Hunt Club Blvd, Suite 200
Gallatin, TN 37066

(615) 527-7084
pdengineers.com

July 23, 2021

Mr. Mike Null
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

**Subject: Chapman Substation & SCADA Installation, Construction Contract LC 2020-17
Terry's Electric – Application for Payment No. 6**

Mr. Null,

Enclosed is the Contractor's sixth invoice for the subject project. We have reviewed the invoice and recommend payment as follows:

Original Contract Amount	\$	879,086.00
Total Amount Due to Date	\$	731,536.00
Less Retainage (5%)	\$	(36,576.80)
Net Amount Due to Date	\$	694,959.20
Less Previously Recommended Payments	\$	(580,009.20)
Net Amount Due this Application	\$	114,950.00
Balance Remaining	\$	184,126.80

Please forward payment directly to the address noted on the invoice. If you have any questions or comments, please feel free to call me at (615) 527-7077.

Sincerely,

Patterson & Dewar Engineers, Inc.

A handwritten signature in black ink that reads 'P. Anthony Hanson'.

P. Anthony Hanson, P.E.
Principal Engineer
ahanson@pdengineers.com

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City of Green Cove Springs
321 Walnut St
Green Cove Springs, FL 32043

PROJECT: Chapman Sub
600 N Thacker Ave
Kissimmee, FL 34741

APPLICATION NO: 6
PERIOD TO: 6/30/2021

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR
_ SUBCONTRACTOR

FROM (SUBCONTRACTOR): Terrys Electric Inc
600 N Thacker Ave Ste A
Kissimmee, FL 34741-4800

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: 8193 Chapman PO#2722725

CONTRACT DATE:

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

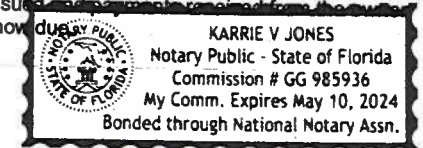
1. ORIGINAL CONTRACT SUM	\$	<u>879,086.00</u>
2. Net Change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>879,086.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$	<u>731,536.00</u>
5. RETAINAGE:		
a. <u>5.00</u> % of Completed Work	\$	<u>36,576.80</u>
b. <u>0.00</u> % of Stored Material	\$	<u>0.00</u>
Total retainage (Line 5a + 5b)	\$	<u>36,576.80</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>694,959.20</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>580,009.20</u>
8. CURRENT PAYMENT DUE	\$	<u>114,950.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>184,126.80</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner or Contractor	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Certificates for Payment were issued and payments received from the owner or contractor, and that current payment shown herein is now due.

SUBCONTRACTOR: Terrys Electric Inc
600 N Thacker Ave Ste A
Kissimmee, FL 34741-4800

By: Pat Murphy / COO



Date: 6/28/21

State of: Florida
County of: Osceola
Subscribed and Sworn to before me this 28th Day of June 20 21
Notary Public: Karrie V Jones
My Commission Expires: May 10, 2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 114,950.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: P Anthony Henson
By: _____ Date: 07/23/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Subcontractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner, Contractor or Subcontractor under this Contract.

AIA Type Document
Application and Certification for Payment

Item #7.

TO (OWNER): City of Green Cove Springs
 321 Walnut St
 Green Cove Springs, FL 32043

PROJECT: Chapman Sub
 600 N Thacker Ave
 Kissimmee, FL 34741

APPLICATION NO: 6
PERIOD TO: 6/30/2021

DISTRIBUTION TO:
 - OWNER
 - ARCHITECT
 - CONTRACTOR
 - SUBCONTRACTOR

FROM Terrys Electric Inc
(SUBCONTRACTOR): 600 N Thacker Ave Ste A
 Kissimmee, FL 34741-4800

VIA (ARCHITECT):

**ARCHITECT'S
 PROJECT NO:**

CONTRACT FOR: 8193 Chapman PO#2722725

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
Job Expense									
1	Mobilization	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00	0.00	1,750.00
2	Foundations / Pilings	228,086.00	228,086.00	0.00	0.00	228,086.00	100.00	0.00	11,404.30
3	Conduits / Cable Trench	130,000.00	104,000.00	6,500.00	0.00	110,500.00	85.00	19,500.00	5,525.00
4	Grounding	75,000.00	56,250.00	15,000.00	0.00	71,250.00	95.00	3,750.00	3,562.50
5	Structures	65,000.00	58,500.00	6,500.00	0.00	65,000.00	100.00	0.00	3,250.00
6	Equipment	85,000.00	63,750.00	21,250.00	0.00	85,000.00	100.00	0.00	4,250.00
7	Bus System	95,000.00	33,250.00	33,250.00	0.00	66,500.00	70.00	28,500.00	3,325.00
8	Control Enclosure	70,000.00	10,500.00	38,500.00	0.00	49,000.00	70.00	21,000.00	2,450.00
9	Control Cable / Terms	88,000.00	13,200.00	0.00	0.00	13,200.00	15.00	74,800.00	660.00
10	Bond	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00	0.00	400.00
REPORT TOTALS		\$879,086.00	\$610,536.00	\$121,000.00	\$0.00	\$731,536.00	83.22	\$147,550.00	\$36,576.80

PARTIAL RELEASE OF CLAIM OF LIEN

Project: Chapman Substation	Date of Contract: 12/14/2020
Contract: Substation Construction	Owner: City of Green Cove Springs
Contractor: Terry's Electric	Purchase Order No.: 2722725

The undersigned lienor, in consideration of payment in the amount of \$ 879,086 (total contract), hereby partially releases its claim of lien for labor, services, or materials furnished on the above-mentioned project.

The undersigned lienor acknowledges previous receipt of \$ 580,009.20 and is executing this waiver and release in exchange for a check or checks in the additional amount of \$ 114,950. This partial release of claim of lien expressly and totally is conditioned on receipt of the check or checks and the collection of the funds in the amount of \$ 114,950

There remains unpaid \$ 184,126.80

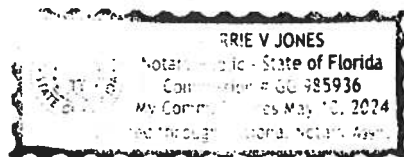
Lienor: **TERRY'S ELECTRIC**

Signed Pat Murphy
 Name Pat Murphy
 Title COO
 Date Signed 6/28/21

STATE OF FLORIDA
 COUNTY OF Osceola

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, on June 28th, 2021, by Pat Murphy (name of person making statement).

(NOTARY SEAL)



Karrie V Jones
 (Signature of Notary Public-State of Florida)
Karrie V Jones
 (Name of Notary Typed, Printed, or Stamped)

FMPA Monthly Report

August 2021

Rate Call

The average price of natural gas for the month was \$3.02. Daily natural gas prices have fluctuated in the \$3.60 - 4.20 range and natural gas pricing continues its upward trend. The forward pricing curve moved to 36% above the FY21 budgeted natural gas price.

The peak for the month occurred on 11 June at 5 PM.

Natural gas accounted for 78% of the generation mix. Coal was 14% and nuclear was 5%. Solar generation was 1%.

The Vero Beach cost recovery account stands at \$4.3 million. This is \$5.3 million below the planned target.

Board of directors

The Board of Directors approved the refinancing of St Lucie debt and the nomination of Board officers.

Information items included a third-party sales margin summary, review of the APPA position on climate change, review of distribution reliability and notice of annual Continuing Disclosure report.

Executive Committee

The Executive Committee approved the sunseting of the Conservation and Renewable Energy Advisory Committee (CREAC), nomination of Executive Committee officers and the FPL transmission refund.

Information items were the same as those in the Board of Directors meeting.

Policy Makers Liaison Committee

The Policy Makers Liaison Committee approved the election of officers and the FY22 meeting schedule.

Information items included a report by the General Manager and CEO, update on the All-Requirements Project and Municipal Power cost, Electric Distribution Reliability update and a discussion of the APPA position on climate change.

The presentations from the PMLC agenda are include for your review.



MEETING AGENDA PACKAGE

Policy Makers Liaisons Committee

July 22, 2021
3:00 to 4:00 p.m.

Meeting Being Held at:

Naples Grande Beach Resort
475 Seagate Drive, Naples, FL

**Dial-in information: 407-404-7556 or 855-831-5534,
Access Code 13244#**

+ + + + + + + + + + +

Policy Makers Liaisons Committee

- Dan Robuck, Leesburg – Chair
- Robert Page, Green Cove Springs – Vice Chair
- Bil Spaude, Bushnell
- Kristine Petersen, Clewiston
- Rick Cochrane, Fort Meade
- Tom Perona, Fort Pierce
- George Forbes, Jacksonville Beach
- Robert Barrios, Key West
- Ethel Urbina, Kissimmee
- Rae Hemphill, Kissimmee, Alternate
- Bill Conrad, Newberry
- Brent Malever, Ocala
- Keith Trace, St. Cloud
- Scott Roberts, Starke

Community Power + Statewide Strength

MEMORANDUM

TO: Policy Makers Liaisons Committee
FROM: Mark McCain
DATE: July 13, 2021
RE: Policy Makers Liaisons Committee Meeting
Thursday, July 22, 2021, 3:00 p.m. to 4:00 p.m. [NOTE TIME]
PLACE: Naples Grande Beach Resort, 475 Seagate Dr., Naples, FL [NOTE PLACE]
TEAMS: **In-Person and Telephonic - 407-404-7556 or 855-831-5534, Conf. ID 13244#**,
(If you have trouble connecting, please call 407-355-7767)

Chair Dan Robuck, Presiding

The mission of the Committee is to facilitate the education of elected or appointed governing body members of FMPA's member utility systems, and to foster opportunities for greater communication and knowledge among governing body members regarding the business and projects of FMPA.

AGENDA

1. Call to Order, Roll Call, Declaration of Quorum
2. Set Agenda (by vote)
3. Consent Agenda
 - a. Approval of the Minutes for the Meeting Held April 14, 2021
4. Action Items
 - a. Election of Committee Officers (Mark McCain)
 - b. Approval of 2021-2022 Meeting Schedule (Mark McCain)
5. Report from the General Manager and CEO (Jacob Williams)
6. Information Items
 - a. Update on All-Requirements Project and Municipal Power Costs (Jacob Williams)
 - b. Electric Distribution Reliability Update (Cairo Vanegas)
 - c. APPA Climate Discussions and Comparison of Legislative Proposals (Jacob Williams)
7. Member Comments
8. Announcements
 - a. Next Meeting (if schedule approved): Wednesday, October 20, 2021 at FMPA, 8553 Commodity Circle, Orlando, FL
9. Adjourn

One or more participants in the above referenced public meeting may participate by telephone. At the above location there will be a speaker telephone so that any interested person can attend this public meeting and be fully informed of the discussions taking place either in person or by telephone communication. If anyone chooses to appeal any decision that may be made at this public meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the oral statements and evidence upon which such appeal is based. This public meeting may be continued to a date and time certain, which will be announced at the meeting. Any person requiring a special accommodation to participate in this public meeting because of a disability, should contact FMPA at (407) 355-7767 or 1-(888)-774-7606, at least two (2) business days in advance to make appropriate arrangements.

**QUORUM REQUIREMENT
(MAJORITY OF AVERAGE NUMBER OF MEMBERS PRESENT FROM LAST
4 PMLC MEETINGS)**

July 29, 2020 – 7 present

October 14, 2020 – 8 present

January 20, 2021 – 7 present

April 15, 2021 – 7 present

**AGENDA ITEM 1 - CALL TO ORDER,
ROLL CALL, DECLARATION OF
QUORUM**

**Policy Makers Liaisons Committee Meeting
July 22, 2021**

**AGENDA ITEM 2 – SET AGENDA (by
vote)**

**Policy Makers Liaisons Committee Meeting
July 22, 2021**

AGENDA ITEM 3 – CONSENT AGENDA

- a. Approval of Minutes for the Meetings
Held April 14, 2021**

**Policy Makers Liaisons Committee Meeting
July 22, 2021**

MINUTES
FMPA TELEPHONIC POLICY MAKERS LIAISONS COMMITTEE MEETING
FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO, FL 32819
DATE: WEDNESDAY, APRIL 14, 2021
TIME: 1:00 P.M.

**MEMBERS
PRESENT**

Bob Page, Green Cove Springs
George Forbes, Jacksonville Beach
Robert Barrios, Key West (via telephone)
Rae Hemphill, Kissimmee
Dan Robuck, Leesburg
Bill Conrad, Newberry (via telephone)
Keith Trace, St. Cloud

**OTHERS
PRESENT**

Jody Young, Bushnell

**STAFF
PRESENT**

Jacob Williams, General Manager & CEO
Ken Rutter, Chief Operating Officer
Mark McCain, Vice President of Member Services and
Public Relations
Jody Finklea, General Counsel & CLO
Dan O'Hagan, Asst. General Counsel & Regulatory
Compliance Counsel
Mike McCleary, Manager of Member Services
Cairo Vanegas, Manager of Member Services
Sue Utley, Executive Assistant to CEO / Asst. Secretary to Board
Susan Schumann, Public Relations and External Affairs
Manager

Item 1 – Call to Order, Roll Call, Declaration of Quorum

Chair Dan Robuck, called the meeting to order at 1:00 p.m. on Wednesday, April 14, 2021, at Florida Municipal Power Agency, 8553 Commodity Circle, Orlando, Florida. A roll call was taken and 7 members were present.

Item 2 – Set Agenda (By Vote)

MOTION: George Forbes, Jacksonville Beach, moved to set the agenda as presented. Bill Conrad, Newberry, seconded the motion. Motion carried 7 – 0

Item 3 – Consent Agenda

3a – Approval of the Minutes for the meeting held October 14, 2020

MOTION: George Forbes, Jacksonville Beach, moved approval of the Minutes of January 20, 2021. Bob Page, Green Cove Springs, seconded the motion. Motion carried 7 – 0.

Item 4 – Report from the General Manager

Jacob Williams reported on the year-to-date progress on the Goals Scorecard.

Item 5 – Information Items

- a. Lessons from the Texas Energy Crisis

Jacob Williams presented information on the energy crisis in Texas and the Midwest.

- b. Florida Legislative Update

Ryan Matthews, Peebles, Smith and Matthews, LLC, reported on what the upcoming issues are for public power in Florida.

- c. Estimated Impact of CLEAN Future Act in Congress

Jacob Williams and Navid Nowakhtar gave a presentation on the impacts of the CLEAN Future Act draft legislation in Congress.

- d. Follow Up from FMPA's Strategic Planning Workshop

Jacob Williams reported the top five Board of Directors strategic priorities and the Executive Committee's top three strategic priorities and next actions for both.

Item 6 – Member Comments

Dan Robuck, Leesburg, said there is money available from the Federal government for cities to add solar and car charging stations.

Item 7 – Announcements

- a. Next Meeting: Thursday, July 22, 2021 at the Naples Grande Beach Resort, 475 Seagate Drive, Naples, FL

Item 9 - Adjourn

There being no further business, the meeting was adjourned at 2:11 p.m.

Dan Robuck
Chairman

Sue Utley
Assistant Secretary

Date Approved _____

DR/su

AGENDA ITEM 4 – ACTION ITEMS

a. Election of Committee Officers

**Policy Makers Liaisons Committee Meeting
July 22, 2021**



4a – Election of Committee Officers

Policy Makers Liaisons Committee

July 22, 2021

Committee Charter Describes Officer Election Process

Nominations and Elections by the Committee from the Floor

- Committee elects two officer annually: Chair and Vice Chair
- Elections held every July or when there is a vacancy
- Officers serve until the next July election
- Nominations come from the Committee prior to an elective vote
- Quorum Requirement: Majority of appointed Liaisons (or their alternate) present in person or by electronic means
- Majority vote; one vote per city on the Committee

Current Officers as Elected in 2020

Existing Officers Willing to Serve Another Year, If Nominated

Current Officers Elected 2020

- Chair
Dan Robuck
City of Leesburg
- Vice Chair
Bob Page
City of Green Cove Springs

Nomination Considerations

- Historically, PMLC has maintained officers for at least two years to promote leadership continuity
- Both current officers willing to serve again, if nominated

Recommended Motions

- Nominate a Chair and Vice Chair
- Elect a Chair and Vice Chair

AGENDA ITEM 4 – ACTION ITEMS

**b. Approval of 2021-2022 Meeting
Schedule**

**Policy Makers Liaisons Committee Meeting
July 22, 2021**



4b – Approval of 2021-2022 Meeting Schedule

Policy Makers Liaisons Committee
July 22, 2021

Charter States PMLC Shall Meet at Least Annually

Historically, Committee Has Opted to Meet Quarterly

- Committee required to meet at least annually at FMEA Annual Conference
- Over the years, Committee has decided to meet quarterly
- Meetings typically held day before FMPA governing board meetings
- Policy Makers meet informally at noon for lunch
- Business meetings held starting at 1 p.m.

Recommended Meeting Schedule for 2020-2021

Meeting Dates Day Before FMPA Governing Board Meetings

- Wednesday, October 20, 2021
- Wednesday, January 19, 2022
- Wednesday, April 20, 2022
- At FMEA Annual Conference in July 2022 (TBD)

Recommended Motion

Move approval of the Policy Makers Liaisons Committee's meeting schedule for 2021-2022, as recommended.

**AGENDA ITEM 5 – REPORT FROM
THE GENERAL MANAGER**

**Policy Makers Liaisons Committee Meeting
July 22, 2021**

Fiscal 2021 Management Goals through June 30, 2021

Item #8.

| Goal | Status | Actual | YTD Actual | YTD Target | FY'21 Target | Comment |
|--------------------------------------------------------------------------------------------|---------------------|----------|------------|------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.Safety | Lost-time Accidents | 0 | 1 | 0 | 0 | No lost time accidents in June. |
| | OSHA Recordables | 0 | 1 | 0 | 0 | |
| 2.Compliance | Environmental | 0 | 0 | 0 | 0 | Potential CIP Self Report related to scanning external media |
| | Financial | 0 | 0 | 0 | 0 | |
| | Regulatory | 0 | 0 | 0 | 0 | |
| 3.Low Cost
(\$/MWh) | Under \$70/MWh | \$61.00* | \$70.13* | \$74.31 | < \$70.00 | * May 2021. June 2021 data will updated for the mtg. YTD May 2021 MWh sales 3.2% > budget. All-in Costs ~\$4 /MWh (6.0%) < YTD target due to O&M (9%), assigned project costs (10%), admin & gen.(11%) offset by net fuel costs (2%) > target. |
| | Fuel | \$25.67* | \$22.44* | \$22.19 | \$22.19 | |
| | Non-Fuel | \$35.33* | \$47.69* | \$52.12 | \$47.81 | |
| 4.Stanton I and Stanton II
Decision from OUC to reduce power costs and emissions | | | | | | Engineering design underway
Working with OUC on post conversion energy scheduling concepts
OUC recommendation on timing of conversion by September |

| Goal | Status | Actual | YTD Actual | YTD Target | FY'21 Target | Comment |
|-------------------|----------------------------------|--------|------------|------------|--------------|--------------------------------------------------------------------------------------------------------------------|
| 5.Cyber Security | Breaches | 0 | 0 | 0 | 0 | |
| | Phishing tests | 2.7% | 3.8% | 5% or < | 5% or < | Two people clicked the email link this month and one of them entered their credentials into a fake Amazon webpage |
| | Member assessments | 0 | 2 | 3 | 5 | Seven assessments in progress |
| 6.Reliability | CC EAF | 99.8% | 92.2% | 88.5% | 90% | TCEC was in forced outage due to a mechanically bound CT #2 bearing blower diverter and associated switch failure. |
| | SI black start and trans. backup | 0 | 11 | 11 | 100% | |
| | SAIDI Reduction | 0 | 4 | 8 | 10 | |
| 7.Member Services | Leadership member visits | 3 | 61 | 56.25 | 75 | |
| | Projects managed for members | 2 | 14 | 15 | 20 | Clewiston system map, Starke power factor correction |
| 8.Value of Muni | Member info updates | 1 | 11 | 12 | 16 | Alachua, Bartow, Chattahoochee, FPUA, GCS, Havana, Jacksonville Beach, KUA, New Smyrna Beach, Ocala, Wauchula |
| | Presentations
Social media | 2 | 9 | 8 | 10 | Bartow, Chattahoochee, FPUA (7/19), KUA Lake Worth, Leesburg, New Smyrna (9/28), Newberry, Starke, Wauchula |

| Goal | Status | Actual | YTD Actual | YTD Target | FY'21 Target | Comment Item #8. |
|--------------------------|------------------------------------------|--------|------------|------------|--------------|---------------------------------------------------------------------------------------|
| 9.Load Management | Dev. opportunities for 5 MW | 0 | 0 | | 5 | Visits underway with 13 ARP cities. Thus far 5 cities surveyed with potential for 2MW |
| 10.Financing | Restructure debt | 0 | 1 | 1 | 1 | Done |
| | Extend debt to include R&R funding | 0 | 0 | 0 | 1 | St. Lucie refi underway. Should select UW soon. NPV of 5% or greater expected |
| | Prepaid gas min. svgs. of \$0.20/mmBtu | 0 | 0 | 0 | 1 | Two transactions approved awaiting closure in June and summer only before EC in June |
| 11.Transmission | Neg. service upgrade for LWB & Homestead | | | | | LWB engineer work ongoing, Homestead development in progress |
| 12.People | 360 training for Leadership & mgmt. | 0 | 11 | 6.4 | 11 | All 11 Directors/Managers Completed |
| | Mgmt. outreach to diverse prof. groups | .5 | 2.5 | 1.5 | 3 | Jacob - AABE membership
Linda – NABA membership; contact at NSBE |
| | Individual development plans | 21 | 50 | 50 | 50 | Completed by March 31. Now follow-up on plans |
| | FMPA Fleet Team Sharing – Days | 0 | 131 | 75 | 100 | |

**AGENDA ITEM 6 – INFORMATION
ITEMS**

- a. Update on All-Requirements Project
and Municipal Power Costs**

**Policy Makers Liaisons Committee Meeting
July 22, 2021**



4a – Update on All-Requirement Project and Municipal Power Costs

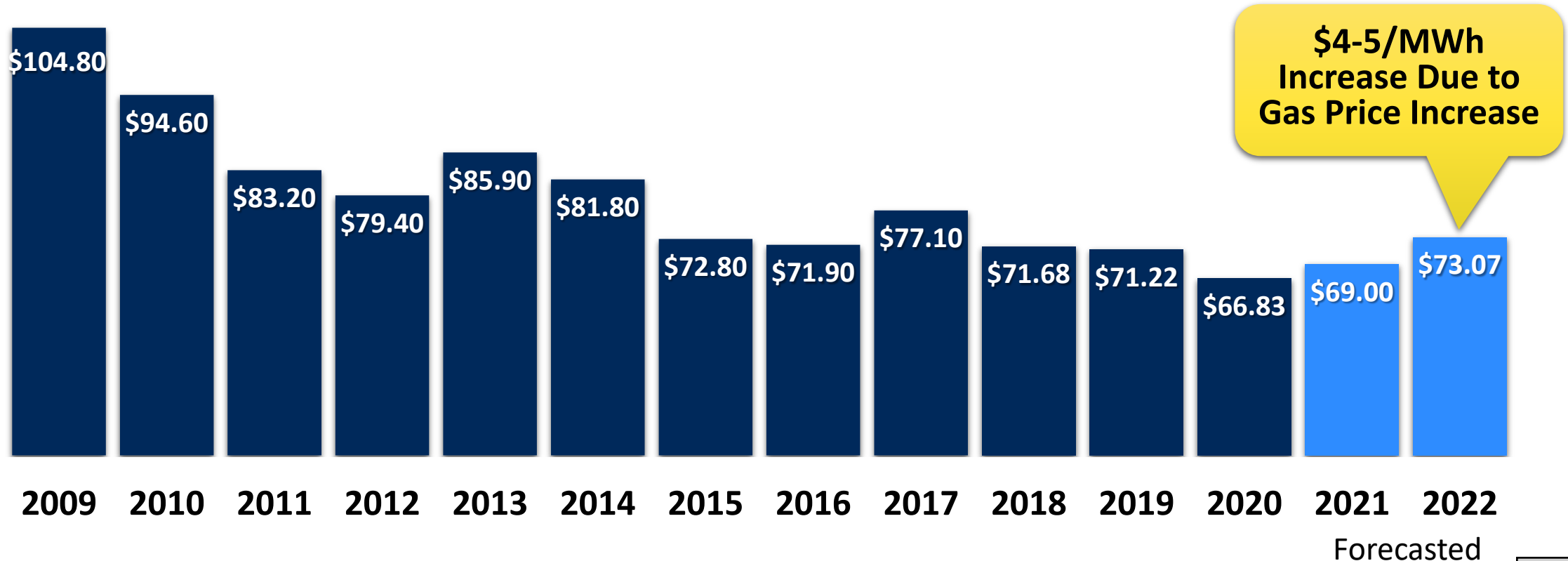
Policy Makers Liaisons Committee
July 22, 2021

FMPA's Power Costs Lowest Since 2004

36% Below 2009 Costs; \$220M Lower in Overall Costs in FY20

All-Requirements Project Power Costs

Average cost per 1,000 kWh billed by fiscal year, historic and forecasted



FMPA Focused on Reducing Controllable Costs

Recent Efforts to Save \$30.8M Annually, or ~\$5 per MWh

| Major Cost-Saving Efforts for Fiscal 2021 | Fiscal Year Savings |
|---------------------------------------------------------|---------------------|
| Margin from off-system capacity and energy sales | \$12.8 million |
| Pre-paid natural gas and physical hedges | \$6.0 million |
| Debt financing for capital expenditures | \$4.0 million |
| Continued above average availability of combined cycles | \$8.0 million |

| Future Cost-Savings Efforts Underway | Potential Savings |
|---------------------------------------------------------|-------------------------------|
| Stanton conversion from coal to natural gas | \$6-\$15 million ¹ |
| Continued above average availability of combined cycles | \$7.0 million |

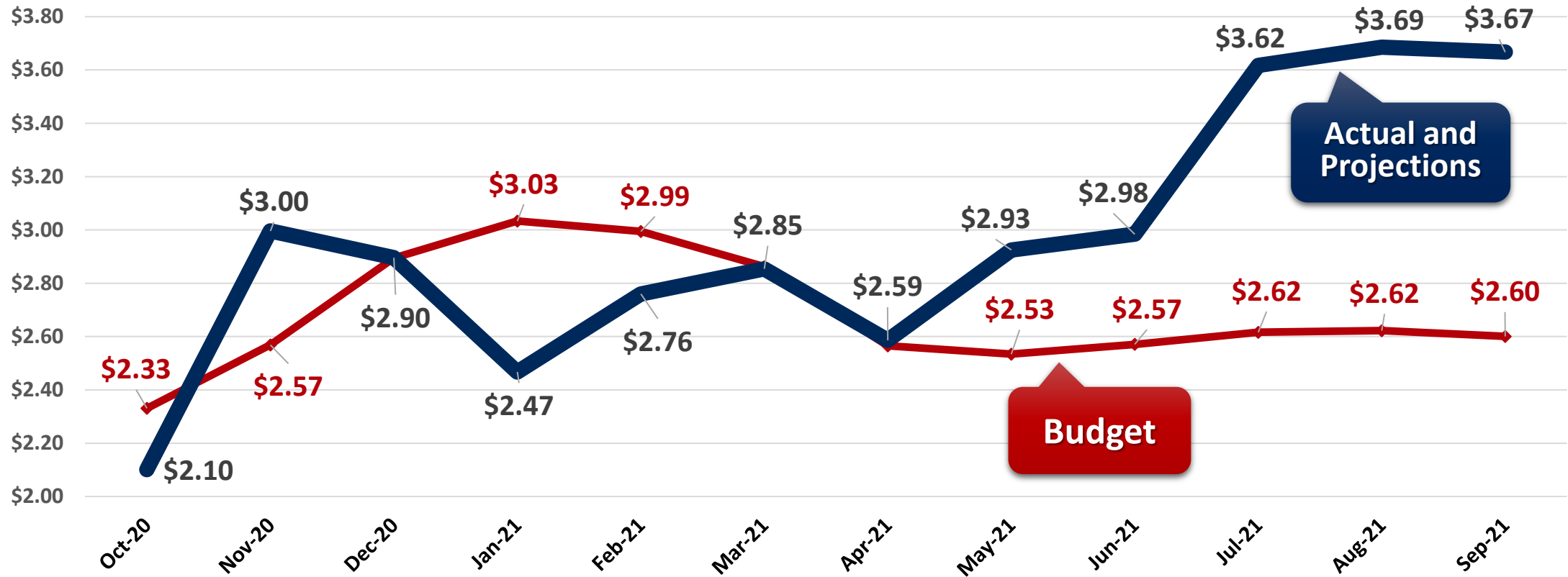
¹ Estimated savings per year once completed

Natural Gas Prices Rising Pressuring Power Cost

Wholesale Power Costs \$6-7/MWh Higher Due to Gas Prices

NYMEX Natural Gas Prices

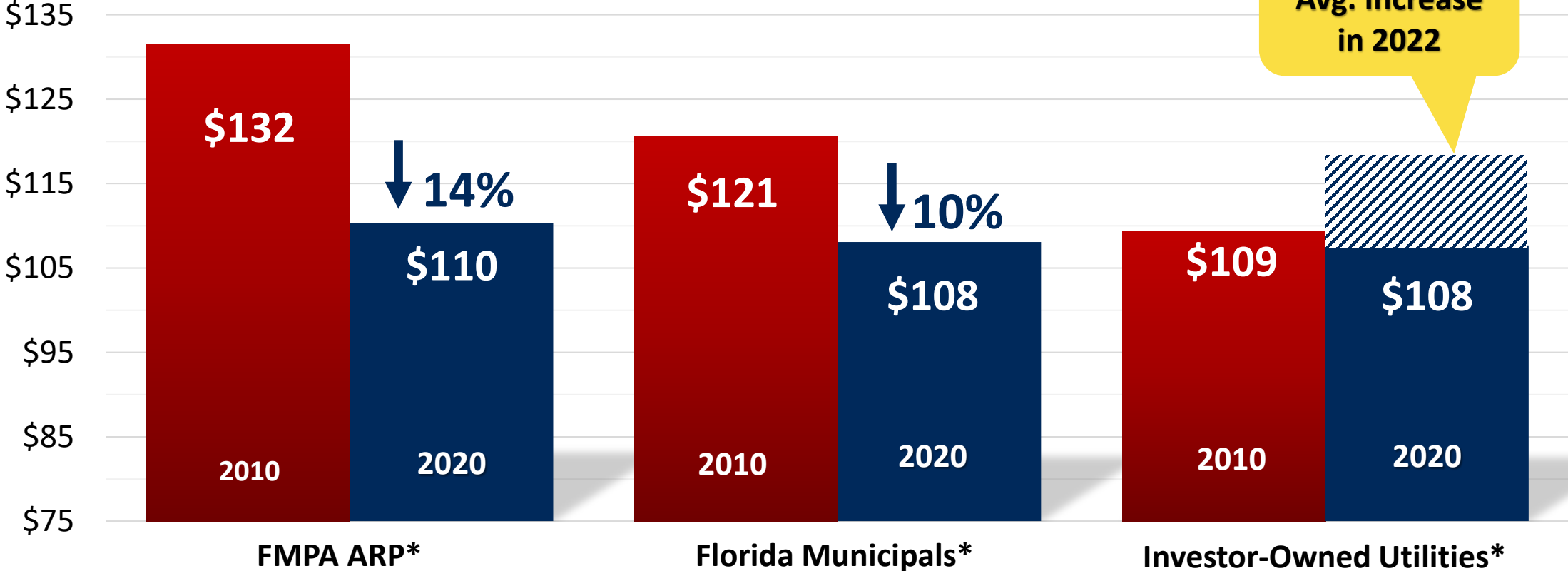
Price per MMBtu as of July 9, 2021, FMPA actual and projections



Average Municipal Retail Rates Competitive with IOUs

There's More to Do for All Municipals to Be Competitive Locally

1,000 kWh Residential Bill



* 2010 and 2020 ARP, Municipal and IOU rates weighted by 2010 and 2019 annual load, Calendar Year

Base Rates for Investor-Owned Utilities Going Up

Lowest IOUs Requested Rate Increases of 10-19% on 1/1/22

| Utility | Current Rate
1,000 kWh ¹ | Percent Increase in Residential Electric Rates
by Effective Date | | | | Return on
Equity |
|-----------------------------|----------------------------------------|---------------------------------------------------------------------|--------|--------|--------|---------------------|
| | | 1/1/22 | 1/1/23 | 1/1/24 | 1/1/25 | |
| FPL ² | \$103.02 | 10.6% | 3.6% | 1.9% | 1.3% | 11.5% |
| Duke Florida ³ | \$127.36 | 3-4% | 1-2% | 1-2% | -- | 9.85% |
| Tampa Electric ⁴ | \$105.25 | 19.2% | TBD | TBD | -- | 10.75% |

1 [Florida PSC](#), Florida investor-owned electric utilities total cost for 1,000 kilowatt hours residential service, May 1, 2021, through December 31, 2021

2 [News Service of Florida](#), FPL's proposed rate increases and ROE are subject to approval by the Florida Public Service Commission.

3 [Florida PSC Approves Duke Energy Florida Rates Through 2024](#). The rate increases are in ranges because caveats in the approved rates, such as federal and/or state income-tax changes, could alter the increases.

4 [News Service of Florida](#), Tampa Electric's proposed rate increases and ROE are subject to approval by the Florida Public Service Commission.

**AGENDA ITEM 6 – INFORMATION
ITEMS**

b. Electric Distribution Reliability Update

**Policy Makers Liaisons Committee Meeting
July 22, 2021**



6b – Electric Distribution Reliability Update

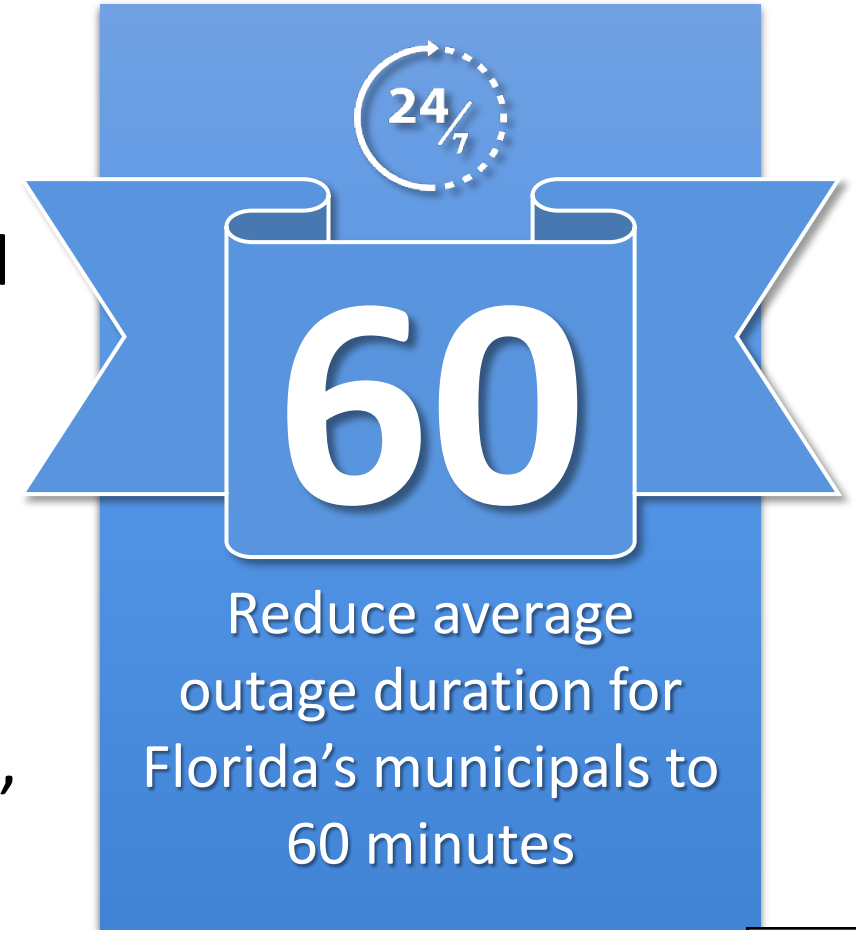
Policy Makers Liaisons Committee

July 22, 2021

Helping Members Enhance Reliability to Customers

Investment Needed in Electric System to Improve Performance

- Customers expect more reliable power
- Investor-owned utilities (IOUs) are making system investments and setting new standard for reliability
- Some municipals perform excellent in reliability but performance on some indices varies widely
- As municipal rates become more competitive, need to invest back in systems

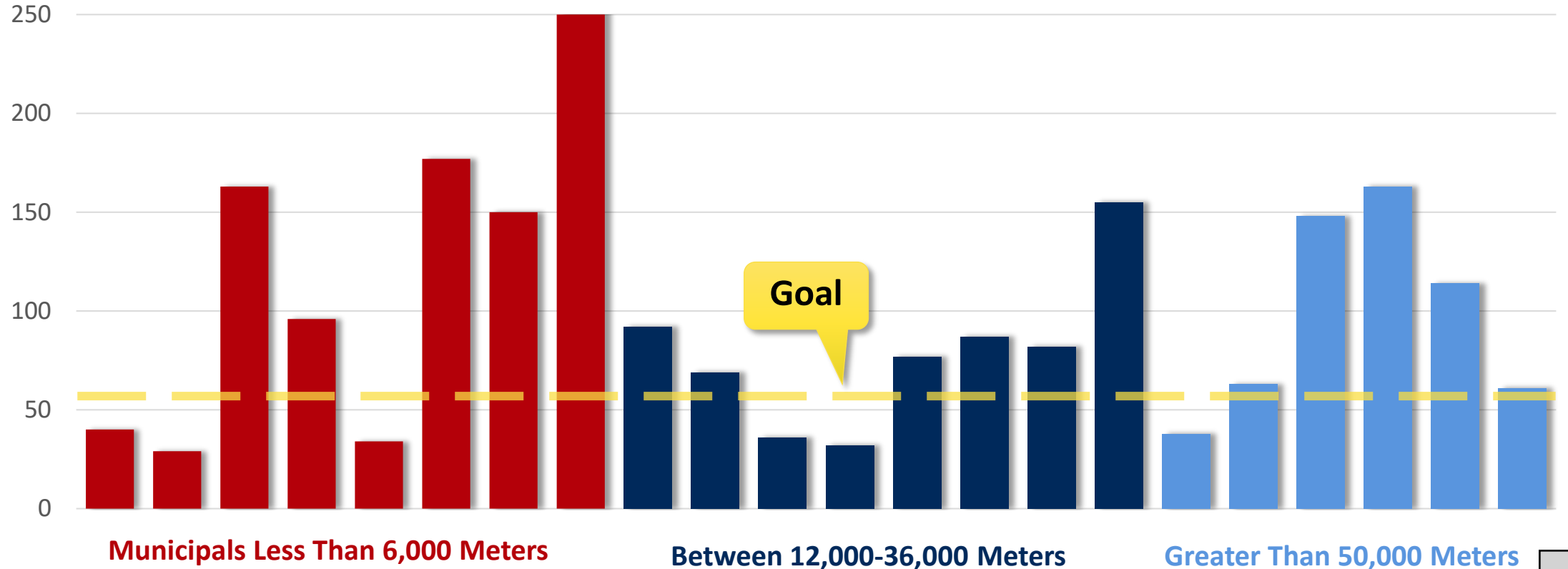


Municipal Reliability Performance Varies Widely

Effort Required to Meet SAIDI Goal of 60 Minutes

Average Outage Duration (SAIDI) for Municipals That Provide Data to FMPA

In minutes for FY 2020

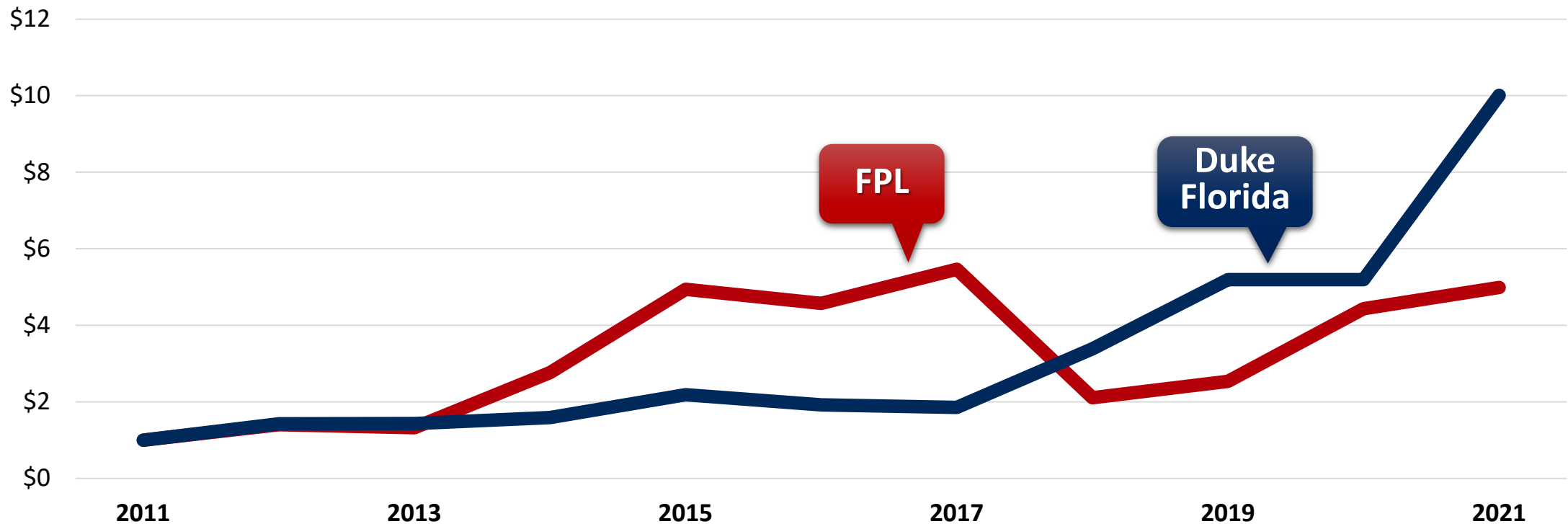


IOU Spend on Reliability Up ~4-10 Times Since 2011

Reinvestment in the System Impacts Reliability Performance

Investor-Owned Utility (IOU) Spending on Reliability

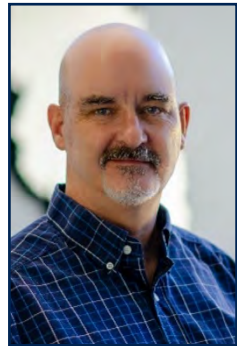
Dollar increases from base year of 2011



SOURCE: Distribution Reliability Report filed with Florida Public Service Commission

FMPA Has a Team of Experts to Provide Assistance

Recently Added Alan to the Team to Support This Initiative



Alan O'Heron, P.E.
Engineer, 33 years of substation design and operations experience



Cairo Vanegas
Engineer, 23 years of experience in T&D operations and engineering



Mike McCleary
Former lineman and senior manager with 39 years operational experience



Sharon Samuels
23 years experience administrating FMPA's contract products & services

Conclusion: Focus Needed to Improve Reliability

As Wholesale Costs Come Down, Need to Invest in Systems

- IOUs investing in their systems are achieving best-ever performance
- Municipals of all sizes need to focus on reliability. If we don't improve, we risk falling behind
- Municipal investment on maintenance and system improvements required to reverse the trends
- FMPA offers subject-matter experts and an array of contract services to support munis with reliability best practices

**AGENDA ITEM 6 – INFORMATION
ITEMS**

**c. APPA Climate Discussions and
Comparison of Legislative Proposals**

**Policy Makers Liaisons Committee Meeting
July 22, 2021**



6c – APPA Climate Discussions and Comparison of Legislative Proposals

Policy Makers Liaisons Committee

July 21, 2021

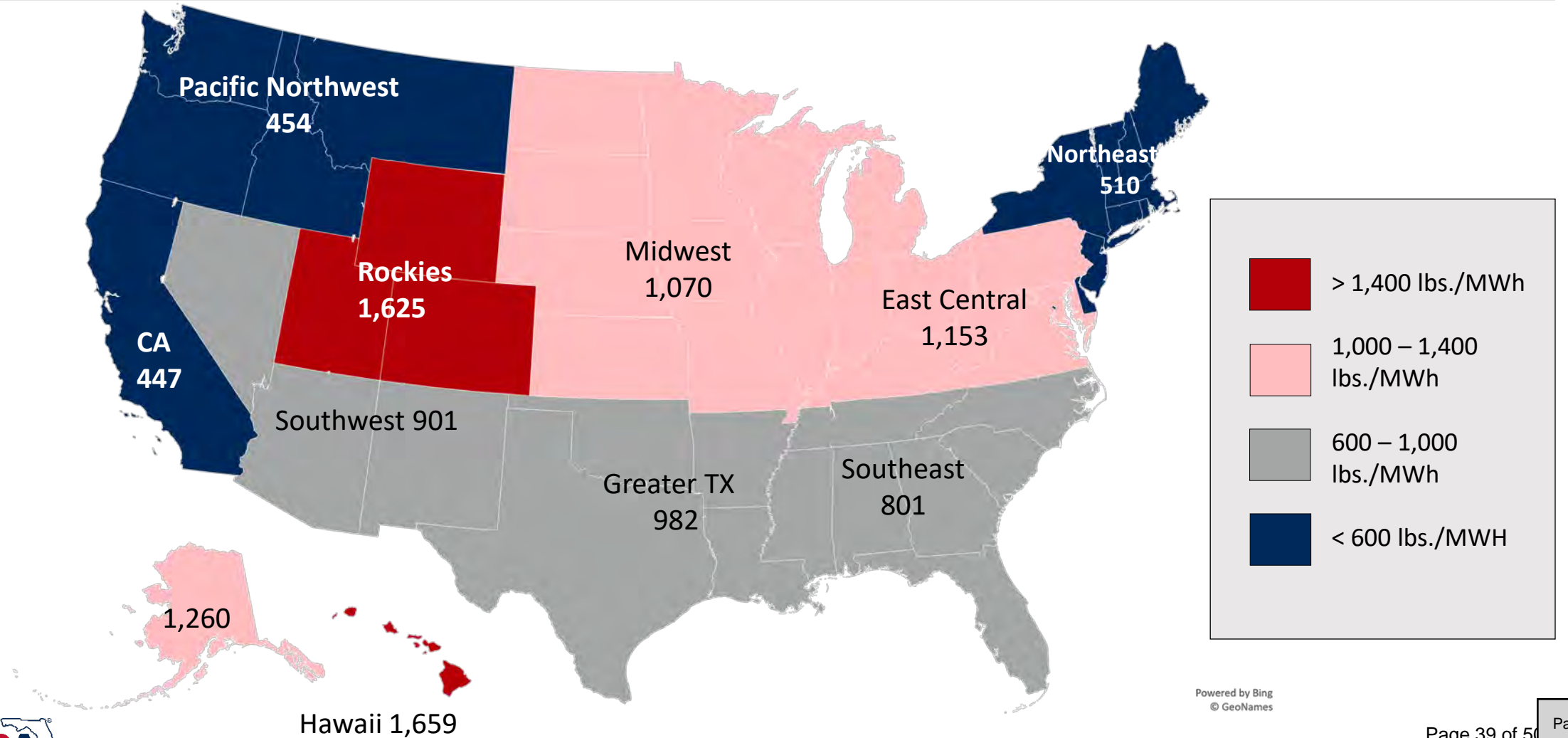
Climate Legislation a Top Priority for Administration

APPA Developing Climate Position to Participate in Discussions

- Climate legislation a top priority of administration - First Executive Order was Keystone Pipeline
- Administration called for electric sector to have net-zero carbon emissions by 2035
- APPA engaged Climate Task Force of CEOs from ~30 joint action agencies and large public power utilities to update the APPA position
- Task force wrapping up six-month effort for presentation to APPA Board in July
- Differences in generation mix, access to renewables and energy usage guided conversations around the need to balance emission reductions and have affordable, reliable power
- APPA position to help influence legislative proposals in coming months
- Two proposals (CLEAN Future Act and DeGette) represent range of alternatives with significantly different impacts to Florida customers (200%–300% increase to consumers vs. 25%–40%)

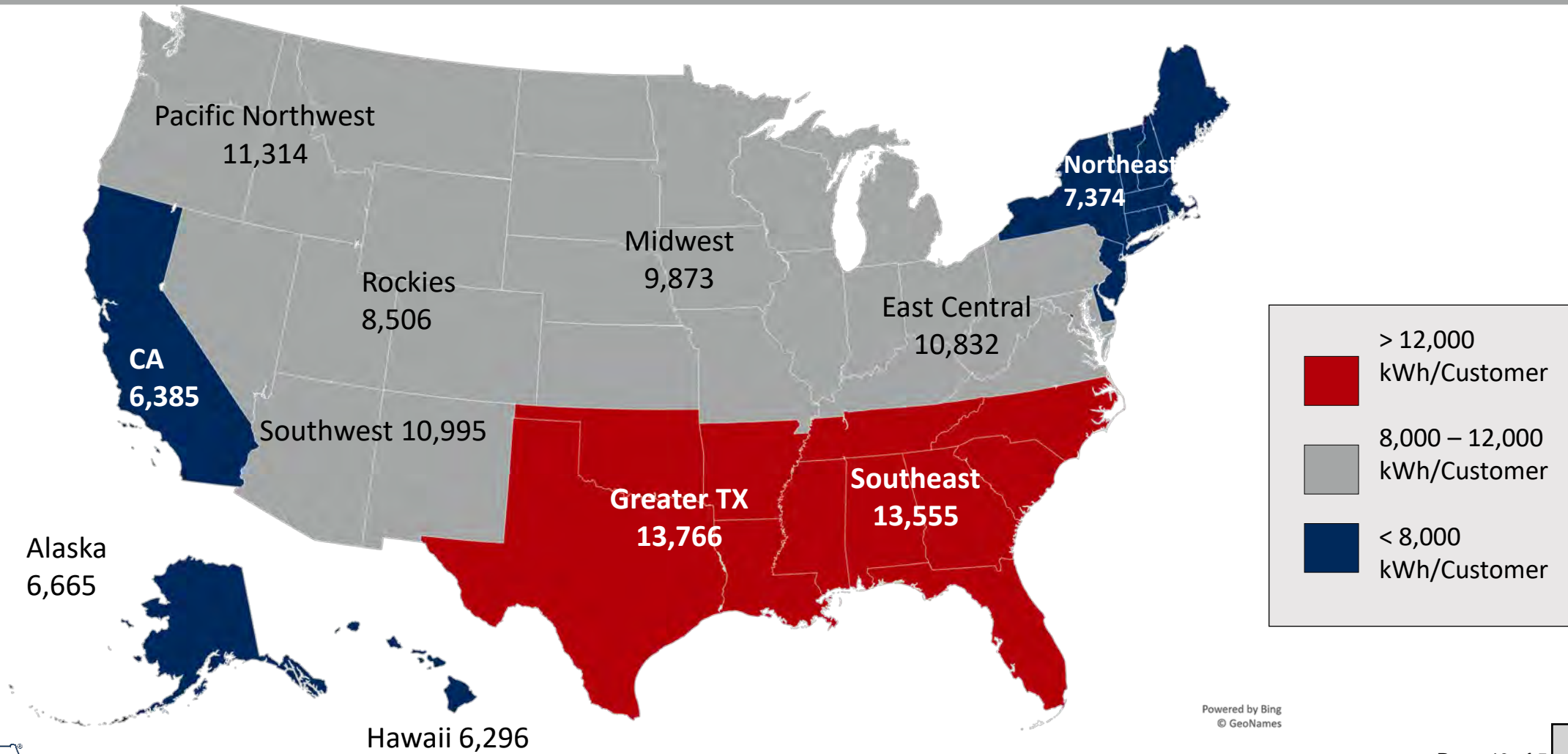
U.S. Regional Electric Generation CO₂ Emissions (lbs./MWh)

Emissions Driven in Part by Access to Natural Resources



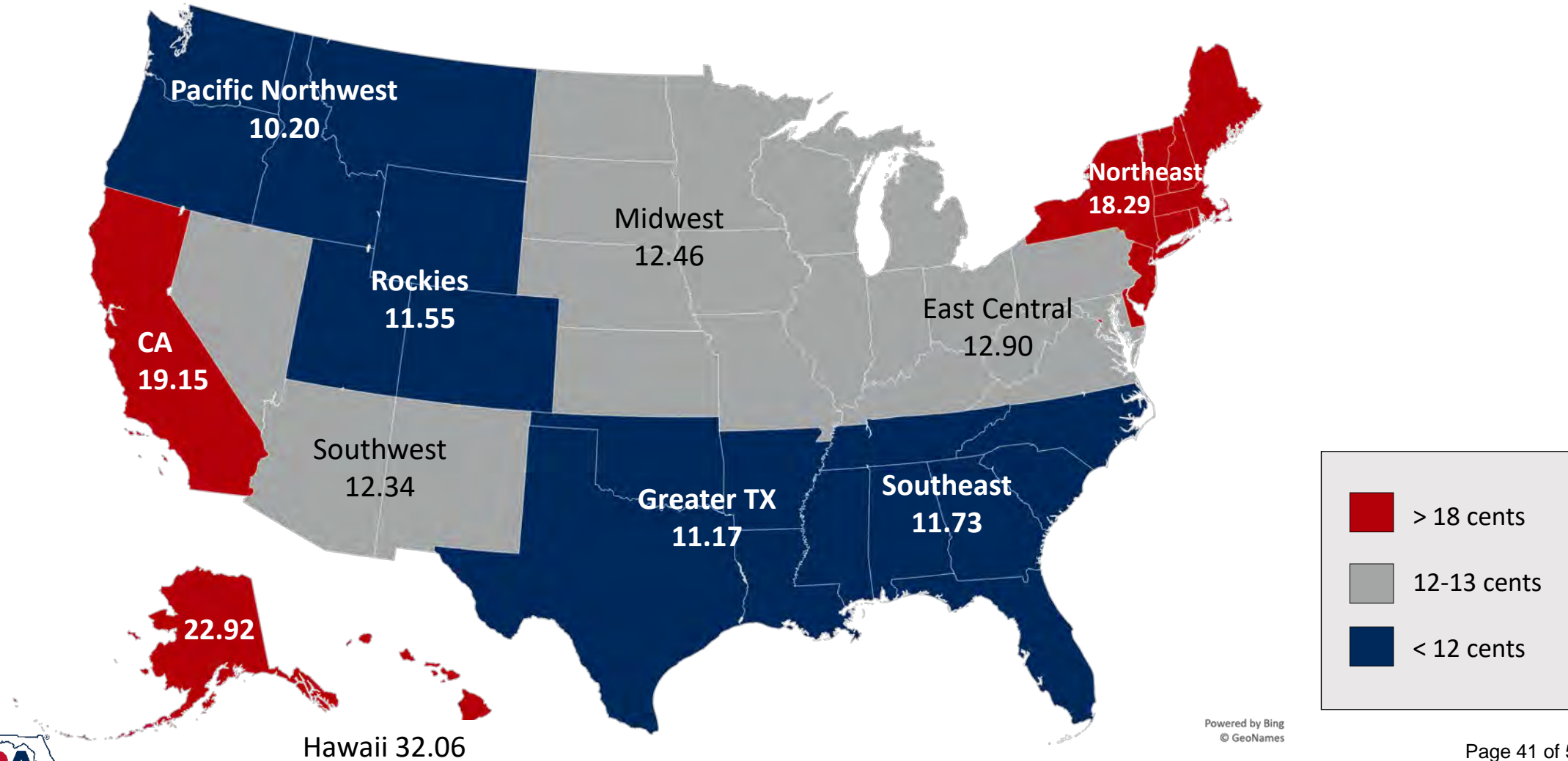
U.S. Residential Customer Consumption (kWh/Cust.)

Significant Difference in Usage Driven by Air Conditioning



U.S. Average Residential Retail Price (cents/kWh)

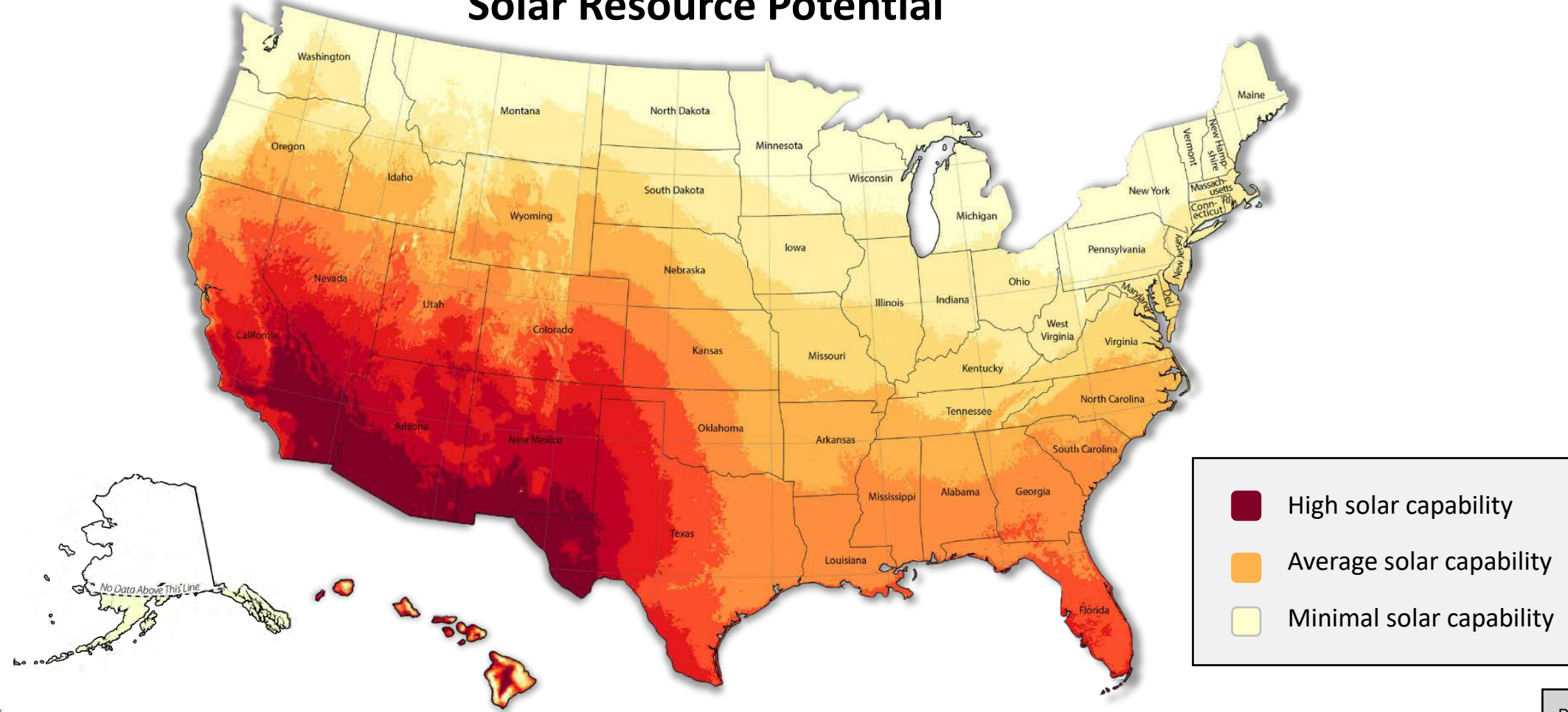
Higher Consumption Regions Tend to Have Lower Prices



U.S. Solar Capability Predominate in SW, SE

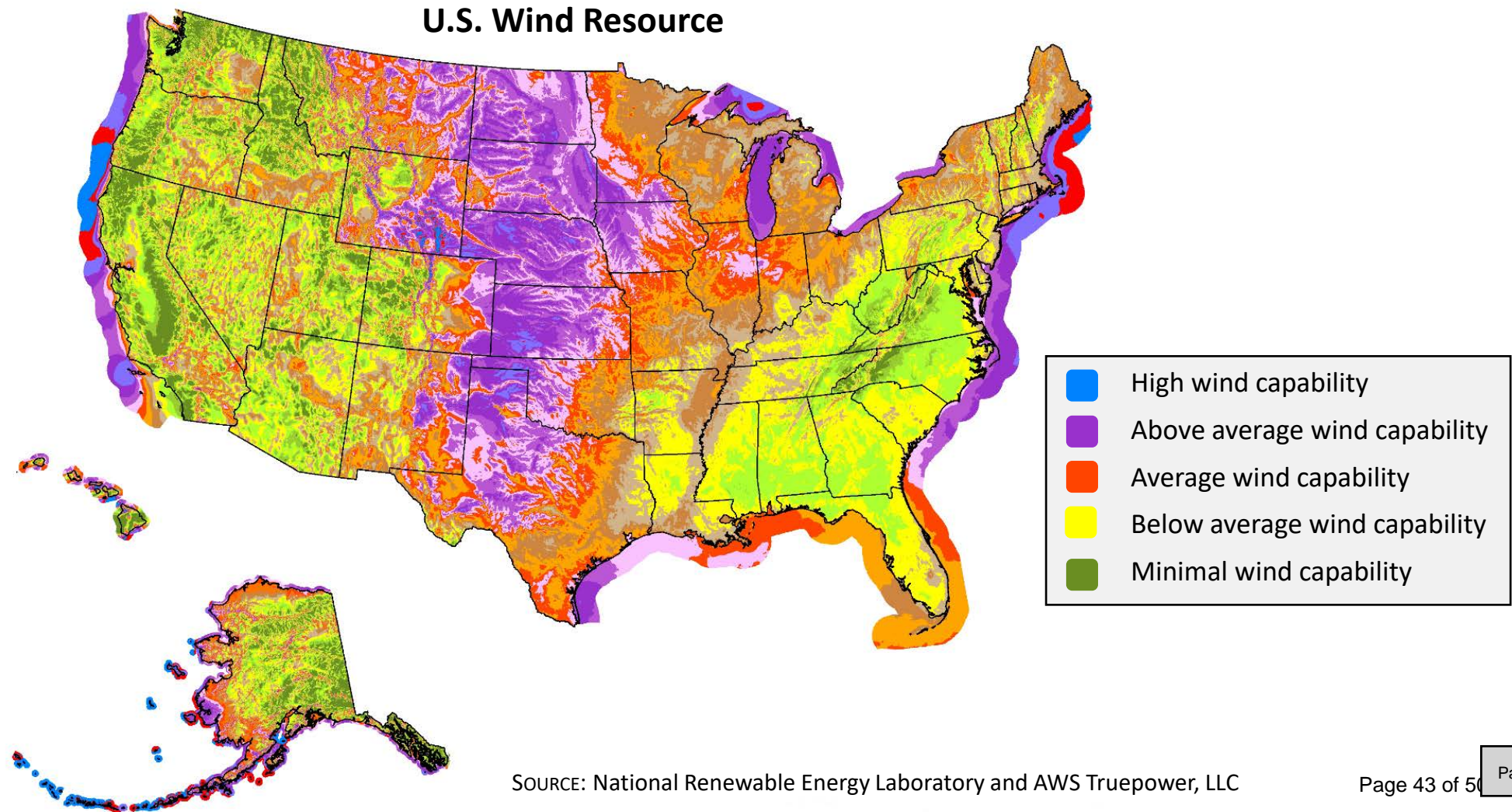
Solar Much More Unreliable Even in Florida, North Limited

Solar Resource Potential



U.S. Wind Access Strong in Middle U.S.

Very Limited in Most of Eastern U.S.



FMPA Input into APPA Draft Climate Position

Balance Emission Reductions with Power Costs and Reliability

- Few public power utilities could meet net-zero emission goals by 2035, majority cannot cost-effectively meet goal until ~2050 – similar to IOUs
- CO₂ emission reduction legislation must keep power supply reliable and affordable and have provisions if power costs rise too much in a region
 - APPA recognizes significant rate increases disproportionately hurt fixed and low-income customers
- To meet CO₂ reduction goals, new technologies must be developed and be cost effective to ensure affordable and reliable power
- Ensure cost-effective dispatchable resources remain available to serve loads until energy storage technology is commercially developed and cost effective to ensure grid reliability and rate affordability
- Significant nationwide research and development budget is required to develop these new technologies
- Significant transmission additions needed in U.S.; Federal siting authority needed for multi-state projects
- Numerous federal agencies including DOE, EPA, FERC and NERC must work together to implement, monitor cost and reliability impacts of such legislation and should report impacts to Congress every five years

Legislative Proposals Differ in Process and Impact

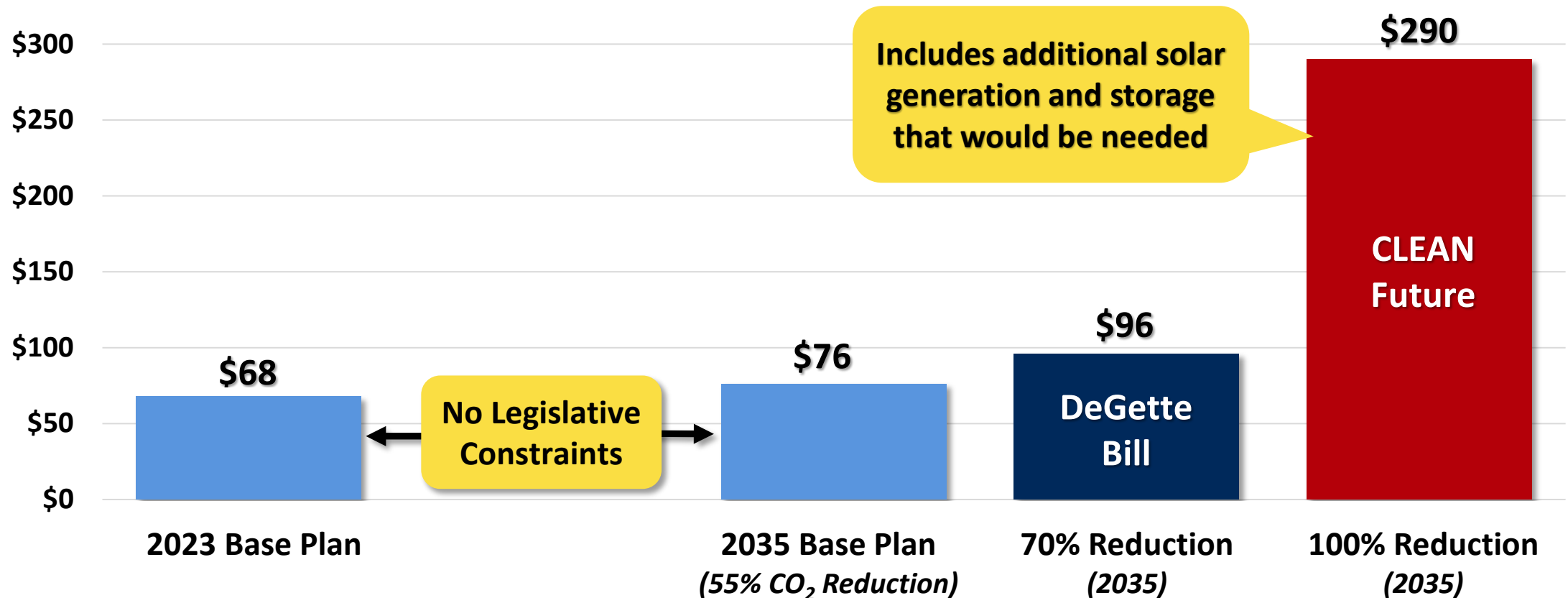
Florida Customers Could See Significant Rate Increases

| CLEAN Future Act | DeGette Bill |
|------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Net-zero by 2035 | Net-zero by 2050 – smoother path to goal |
| Alternative emission payments escalated by fixed-amount plus inflation | Alternative emission payments escalated at lower fixed-rate and no inflation |
| No rate protection mechanism for 2035 and beyond | Continued rate protection mechanism through 2050 |
| Florida costs increase 200% – 300% above baseline by 2035 | Florida costs increase 25% – 40% above baseline by 2035 |

ARP Avoids Penalties Through '35 Under DeGette Bill

Lack of Penalties Keep Rates Lower on Path to 2050

Estimated ARP Wholesale Power Rate* (\$/MWh)



*All cases assume no more than 3% inflation, no ITC. ITC may help provide a small cost offset on amortized solar assets.

Florida Response to Alternatives Would Differ

Pace of Investment Could Crowd Out Future Viable Technology

| CLEAN Future Act | DeGette Bill |
|-----------------------------------------------------------------------------|------------------------------------------------------------------------|
| Significant overbuild on solar and storage – 10 X current Florida capacity | Slower solar build, time for storage gains |
| Many multiples of new transmission need permitting and new construction | Transmission additions at a pace similar to today's level |
| Customer cost burden ramps significantly through 2035 | Continued rate protection mechanism through 2050 minimizes increases |
| Limited time for alternative tech (e.g., clean hydrogen) to become low cost | Smoother transition operationally with open-ended approach to new tech |

AGENDA ITEM 7 – MEMBER COMMENTS

**Policy Makers Liaisons Committee Meeting
July 22, 2021**

AGENDA ITEM 8 – ANNOUNCEMENTS

- a. Next Meeting: Wednesday, October 20, 2021
at FMPA, 8553 Commodity Circle, Orlando,
FL**

**Policy Makers Liaisons Committee Meeting
July 22, 2021**

AGENDA ITEM 9 – ADJOURN

**Policy Makers Liaisons Committee Meeting
July 22, 2021**



**BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE
OF THE CITY OF GREEN COVE SPRINGS, FLORIDA**

Item #9.

CODE ENFORCEMENT CASE:- 201900076
MAGISTRATE CASE:- 201900076

CITY OF GREEN
COVE SPRINGS, FLORIDA

vs.

HONEYCUTT ERIC
704 GOVERNOR CIR
GREEN COVE SPRINGS FL 32043

CFN # 2020049670
OR BK: 4357 PG: 1160 Pages1 of 2
Recorded:9/24/2020 1:46 PM Doc: LN
Tara S. Green, CLAY County Clerk, FL
Rec: \$18.50
Deputy Clerk WESTA

ORDER OF VIOLATION - IMPOSITION OF LIEN

The Special Magistrate of the City of Green Cove Springs, Florida, states as findings of fact and conclusions of law in the present case, the following:

- (1) That on October June 19th, 2019, a hearing was held whereby HONEYCUTT ERIC was found to be in violation of the Green Cove Springs City Code with regard to property Parcel no.38-06-26-018067-010-00, also known as 704 Governors Cir, Green Cove Springs, FL 32043-2423, (the "Property");
- (2) That HONEYCUTT ERIC, is the owner of the property in Green Cove Springs, Florida with the parcel no.38-06-26-018067-010-00 (the "property");
- (3) That the Property owner was properly notified of said violations and given a reasonable time to bring the property into compliance;
- (4) That the Property owner was properly notified of the hearing held on June 19th, 2019.
- (5) That at the October June 19th, 2019, hearing the Property owner was given until July 31st, 2019 to bring the property into compliance.
- (6) Administrative fine of One Hundred Dollars (\$100) was assessed.
- (7) That a daily fine of Twenty-Five Dollars (\$25) per day was ordered for each day the Property remained out of compliance after July 31st, 2019.
- (8) That as of July 15th, 2020 the administrative fine of one hundred dollars (\$100) has not been paid. The daily fines have accumulated to the amount of Eight Thousand, Seven Hundred and Fifty Dollars (\$8,750);

ACCORDINGLY, it is hereby ORDERED AND ADJUDGED that

(A)HONEYCUTT ERIC is assessed \$8,850 on the current fine and a lien shall be assessed on the Property. Furthermore, an ongoing daily fine of \$25 per day is assessed until such time as the property is brought into compliance.

(B)A certified copy of this Order Imposing Fine and Lien shall be recorded in the public records of Clay County, Florida and shall continue as a lien against the Property upon which the violation exists and upon any other real or personal property owned by HONEYCUTT ERIC, pursuant to Section 162.09, F.S.

DONE AND ORDERED this 21st day of July 2020, in Green Cove Springs, Clay County, Florida.

J. Garfield Hurt

J. GARFIELD HURT,
SPECIAL MAGISTRATE
CITY OF GREEN COVE SPRINGS, FLORIDA

Attest:

Heather Glisson

PUBLIC NOTARY, STATE OF FLORIDA



I hereby certify this document consisting of 2 page(s)
and further identified as imposition of lien
to be a true and correct copy of the original instrument of the
City of Green Cove Springs, Clay County, Florida, on this
21st day of July, 2020.

By: *Erin West*
Erin West, City Clerk
(Not valid without City Seal)





STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** 08/03/2021
FROM: Ben Plourd, Code Enforcement
SUBJECT: Lien Reduction Request For 704 Governors Cir

BACKGROUND

Previous owner issued notice of repeat violation on May 21st, 2019, for overgrown grass/weeds and numerous property maintenance violations. Compliance was not met, and the case was brought to hearing on June 19th, 2019. Property was found in violation and assessed a \$100 administration fee. A daily fine of \$25 was ordered to start August 1st, 2019, if the violations were not corrected. Property was brought back to the special magistrate on July 21st, 2020. The daily fines had accumulated to \$8,750 plus the \$100 admin fee. A lien was imposed in the amount of \$8,850. The property remained in violation and the \$25 per day fine was ordered to continue.

Property was sold on May 7th, 2021; however, the lien was not paid off. The new owner obtained the required permits and cleaned up the property which is now in compliance.

Property owner is asking for the lien in the amount of \$8,850 be reduced.

Total lien amount \$8,850

FISCAL IMPACT

\$8,850 for the existing lien on the property.

RECOMMENDATION

City recommends the request be denied, lien amount assessed was due to ongoing and repeated code violations that were still present at the time of the property changing owners. The lien was recorded with the county clerk and would have been discoverable during a lien/title search done before the property changed hands.



**BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE
OF THE CITY OF GREEN COVE SPRINGS, FLORIDA**

CODE ENFORCEMENT CASE:- 201600097
MAGISTRATE CASE:- 201600097

CITY OF GREEN
COVE SPRINGS, FLORIDA

CFN # 2017045228
OR BK: 4008 PG: 2075 Pages1 of 1
Recorded:8/31/2017 4:07 PM Doc: LN
Tara S. Green, CLAY County Clerk, FL
Rec: \$10.00
Deputy Clerk WESTA

vs.

FLA TRUST SERVICES LLC TRUSTEE
402 ROBERTS ST S
GREEN COVE SPRINGS FL 32043

CFN # 2018053138
OR BK: 4130 PG: 1347 Pages1 of 1
Recorded:10/9/2018 3:47 PM Doc: LN
Tara S. Green, CLAY County Clerk, FL
Rec: \$10.00
Deputy Clerk WESTA

ORDER IMPOSING FINE AND LIEN

The Special Magistrate of the City of Green Cove Springs, Florida, states as findings of fact and conclusions of law in the present case, the following:

(1) That FLA TRUST SERVICES LLC TRUSTEE are the owners of the property in Green Cove Springs, Florida with the parcel no.38-06-26-017007-001-73, also known as 402 Roberts ST S, Green Cove Springs, FL 32043-3828 (the "Property").

LOT 73 GREEN COVE HEIGHTS AS REC O R 3920 PG 1088.

(2) That on 08/16/17 a hearing was held whereby FLA TRUST SERVICES LLC TRUSTEE was found to be in violation of the Green Cove Springs City Code with regard to property in Green Cove Springs, Florida.

(3) That the property owners were properly notified and about the hearing held on 08/16/17, regarding the imposition of fine and lien;

(4) That the City of Green Cove Springs is imposing fine on the property in the amount of \$8625 which includes administrative fine and recovery cost.

ACCORDINGLY, it is hereby ORDERED AND ADJUDGED that,

(A)FLA TRUST SERVICES LLC TRUSTEE is assessed fine in the amount of \$8625 which includes administrative fine and recovery cost for violations of the Green Cove Springs City Code at the Property.

(B)A certified copy of this Order Imposing Fine and Lien shall be recorded in the public records of Clay County, Florida, and shall continue as a lien against the Property upon which the violation exists and upon any other real or personal property owned byFLA TRUST SERVICES LLC TRUSTEE, pursuant to Section 162.09, F.S.(2006).

DONE AND ORDERED this 16th day of August, 2017, in Green Cove Springs, Clay County, Florida.

J. GARFIELD HURT,
SPECIAL MAGISTRATE
CITY OF GREEN COVE SPRINGS, FLORIDA

Attest:

KIMBERLEY FARNSWORTH
CODE ENFORCEMENT CLERK
CITY OF GREEN COVE SPRINGS, FLORIDA

I hereby certify this document consisting of 1 page(s) and further identified as Order Imposing Fine and Lien to be a true and correct copy of the original instrument of the City of Green Cove Springs, Clay County, Florida, on this 8th day of October, 2018.

By: Kimberley Thomas
Julia W. Clevinger, City Clerk
(Not valid without City Seal)

Kimberley Thomas, Interim



BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA

Item #10.

CODE ENFORCEMENT CASE:- 201600097
MAGISTRATE CASE:- 201600097

CITY OF GREEN COVE SPRINGS, FLORIDA

vs.

FLA TRUST SERVICES LLC TRUSTEE
402 ROBERTS ST S
GREEN COVE SPRINGS FL 32043

CFN # 2017053811
OR BK: 4023 PG: 389 Pages1 of 1
Recorded:10/23/2017 11:51 AM Doc: LN
Tara S. Green, CLAY County Clerk, FL
Rec: \$10.00
Deputy Clerk WESTA

ORDER IMPOSING FINE AND LIEN

The Special Magistrate of the City of Green Cove Springs, Florida, states as findings of fact and conclusions of law in the present case, the following:

(1) That FLA TRUST SERVICES LLC TRUSTEE are the owners of the property in Green Cove Springs, Florida with the parcel no.38-06-26-017007-001-73, also known as 402 Roberts ST S, Green Cove Springs, FL 32043-3828 (the "Property").

LOT 73 GREEN COVE HEIGHTS AS REC O R 3920 PG 1088.

(2) That on 10/18/17 a hearing was held whereby FLA TRUST SERVICES LLC TRUSTEE was found to be in violation of the Green Cove Springs City Code with regard to property in Green Cove Springs, Florida.

(3) That the property owners were properly notified and about the hearing held on 10/18/17, regarding the imposition of fine and lien;

(4) That the City of Green Cove Springs is imposing fine on the property in the amount of \$196.8 which includes administrative fine and recovery cost.

ACCORDINGLY, it is hereby ORDERED AND ADJUDGED that,

(A)FLA TRUST SERVICES LLC TRUSTEE is assessed fine in the amount of \$196.8 which includes administrative fine and recovery cost for violations of the Green Cove Springs City Code at the Property.

(B)A certified copy of this Order Imposing Fine and Lien shall be recorded in the public records of Clay County, Florida, and shall continue as a lien against the Property upon which the violation exists and upon any other real or personal property owned byFLA TRUST SERVICES LLC TRUSTEE, pursuant to Section 162.09, F.S.(2006).

DONE AND ORDERED this 19th day of October, 2017, in Green Cove Springs, Clay County, Florida.

CFN # 2018052828
OR BK: 4130 PG: 378 Pages1 of 1
Recorded:10/8/2018 1:21 PM Doc: LN
Tara S. Green, CLAY County Clerk, FL
Rec: \$10.00
Deputy Clerk WESTA

J. Garfield Hurt
J. GARFIELD HURT,
SPECIAL MAGISTRATE
CITY OF GREEN COVE SPRINGS, FLORIDA

Attest:

Micah O'Shields signature

MICAH O'SHIELDS
CODE ENFORCEMENT CLERK
CITY OF GREEN COVE SPRINGS, FLORIDA

hereby certify this document consisting of 1 page(s)
and further identified as Order Imposing Fine & Lien
to be a true and correct copy of the original instrument of the
City of Green Cove Springs, Clay County, Florida, on this
4th day of October, 2018.

By: Kimberly Thomas
Julia W. Clevinger, City Clerk
(Not valid without City Seal)

Kimberly Thomas, Intern City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** 08/03/2021
FROM: Ben Plourd, Code Enforcement
SUBJECT: Lien Reduction Request For 402 Roberts St.

BACKGROUND

Previous owner issued notice of violation on June 29th, 2016, for overgrown grass/weed and fence in disrepair. A daily fine of \$25 was assessed starting after September 8th, 2016. While the daily fine was accruing the property, ownership transferred to FLA TRUST SERVICES LLC TRUSTEE. The new property owner was advised of the violations and the fines. On August 16th, 2017, the Special Magistrate signed an order allowing the city to abate all remaining violations including the overgrown weeds/grass and the fence, as well as assessing a lien in the amount of \$8625 which included accrued daily fines and administrative costs. On October 18th, 2017 a lien in the amount of \$196.80 was assessed, this included the cost of work done by the city as well as administrative cost.

As of today, the property is in compliance.

Total lien amount \$8,821.80

FISCAL IMPACT

\$8,821 for the existing lien on the property.

RECOMMENDATION

City recommends the request be denied, lien amounts assessed were due to ongoing and repeated code violations

BEFORE THE CODE ENFORCEMENT BOARD, SPECIAL MAGISTRATE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA

CODE ENFORCEMENT CASE #:15-65
MAGISTRATE CASE #: 15-65-CE

CITY OF GREEN
COVE SPRINGS, FLORIDA

v.

TOWNSEND, JACK F.

CFN # 2016006461
OR BK: 3828 PG: 1216 Pages1 of 2
Recorded:2/8/2016 11:24 AM Doc: LN
Tara S. Green, CLAY County Clerk, FL
Rec: \$18.50
Deputy Clerk WESTA

ORDER IMPOSING FINE AND LIEN

The Special Magistrate of the City of Green Cove Springs, Florida, states as findings of fact and conclusions of law in the present case, the following:

- (1) That TOWNSEND, JACK F, are the owners of the property in Green Cove Springs, Florida with the parcel no. 38-06-26-017264-000-00 (the "Property");
- (2) That on January 20, 2016 a hearing was held whereby TOWNSEND, JACK F. was found to be in violation of the Green Cove Springs City Code with regard to property in Green Cove Springs, Florida.
- (3) That the property owners were properly notified and did not appear at the hearing held on January 20, 2016, regarding the imposition of fine and lien;
- (5) That the City of Green Cove Springs is requesting lien on the property in the amount of Nine Thousand dollars (\$9000.00) which includes daily fines and administrative cost to 01/20/2016.

ACCORDINGLY, it is hereby **ORDERED AND ADJUDGED** that,

- (A) TOWNSEND, JACK F. is assessed recovery costs in the amount of Nine Thousand dollars (\$9000.00) which includes daily fines and administrative cost for violations of the Green Cove Springs City Code at the Property.
- (B) TOWNSEND, JACK F. shall have thirty (30) days to pay the fine, if the fine is not paid;

CFN # 2018052834
OR BK: 4130 PG: 384 Pages1 of 2
Recorded:10/8/2018 1:21 PM Doc: LN
Tara S. Green, CLAY County Clerk, FL
Rec: \$18.50
Deputy Clerk WESTA

(C) A certified copy of this Order Imposing Fine and Lien shall be recorded in the public records of Clay County, Florida, and shall continue as a lien against the Property upon which the violation exists and upon any other real or personal property owned by TOWNSEND, JACK F., pursuant to Section 162.09, F.S. (2006).

DONE AND ORDERED this 27th day of January, 2016, in Green Cove Springs, Clay County, Florida.

J. Garfield Hurt
J. GARFIELD HURT,
SPECIAL MAGISTRATE
CITY OF GREEN COVE SPRINGS, FLORIDA

Attest:

Kimberley Farnsworth
KIMBERLEY FARNSWORTH
CODE ENFORCEMENT CLERK
CITY OF GREEN COVE SPRINGS, FLORIDA

I hereby certify this document consisting of 2 page(s) and further identified as Order Imposing Fine and Lien to be a true and correct copy of the original instrument of the City of Green Cove Springs, Clay County, Florida, on this 9th day of October, 2018.

By: Kimberly Thomas
Julia W. Clevinger, City Clerk
(Not valid without City Seal)

Kimberly Thomas, Interim City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** 08/03/2021
FROM: Ben Plourd, Code Enforcement
SUBJECT: Lien Reduction Request For 115 St. Johns

BACKGROUND

The previous property owner was cited several times for overgrown weeds/grass. These violations resulted in four separate liens being placed on the property. Three of the liens were assessed in 2013, the lien totals, \$390.24, \$169.89 and \$169.89 include administrative costs and fees for the city cutting the overgrown weeds/grass. The fourth lien in the amount of \$9,000 was assessed in 2016 and includes a onetime fine of \$200 and a daily fine of \$100 running from September 24th 2015, until December 21st, 2015. Property has been vacant for several years and has remained in compliance due to neighbors maintaining the grass.

Ownership was transferred to William C. Higgins from the previous owner through a quit claim deed recorded on June 3rd, 2021.

Mr. Higgins paid all four of the liens off in June, 2021. However, Mr. Higgins has requested a lien reduction of the \$9,000 lien.

FISCAL IMPACT

\$9,000 for the existing lien on the property

RECOMMENDATION

City recommends the request be denied, lien amount assessed was due to ongoing and repeated code violations. All liens were recorded with the county clerk and would have been discoverable during a lien/title search done before the property changed hands.