

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, SEPTEMBER 03, 2024 – 7:00 PM



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.

Anyone wishing to address the City Council is requested to complete a card at the City Clerk's desk. Speakers are respectfully requested to abide by the following procedures:

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|---------------------------------------------------------------|-------------------------------------------------|
| <i>*Limit your comments to three (3) minutes</i> | <i>*No debating and rebuttals</i> |
| <i>*Speak directly to the Mayor not staff or the audience</i> | <i>*Time cannot be allocated to others</i> |
| <i>*No raising your hand and speaking from the audience</i> | <i>*Only speak one (1) time per agenda item</i> |
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AGENDA

Invocation & Pledge of Allegiance to the Flag - **Pastor Brown, Harbor Road Ministries**

Roll Call

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

AWARDS & RECOGNITION

1. Proclamation: Lineman Appreciation Day

PRESENTATIONS

2. FMPA - September 2024 **Bob Page**

PUBLIC HEARINGS

3. Second and final reading of Ordinance No. O-17-2024 requesting a modification to the Rookery Planned Unit Development (PUD) regarding the percentages, types and design criteria of proposed housing units. **Michael Daniels**
4. Second and final reading of Ordinance No. O-16-2024 - Request for rezoning of 24.22 acres of property located in the 4000 block of South US 17:
From: MUH, Mixed Use Highway To: C-2, General Commercial **Michael Daniels**
5. Second and final Reading of Ordinance No. O-19-2024, requesting for closure of transportation connection between Grove Street and St Johns Avenue. **Michael Daniels**
6. Public Hearing and approval of Final Assessment Resolution No. R-17-2024, a Resolution relating to reimposition of Solid Waste Service Assessments in the Magnolia West Assessment Area, Approving the Solid Waste Roll; and Confirming the Initial Assessment Resolution. **L.J. Arnold, III**

- [7.](#) Public Hearing and approval of Final Assessment Resolution No. R-18-2024. A Resolution relating to the reimposition of Stormwater Management Service Assessments against real property within the City of Green Cove Springs; Approving the Stormwater Assessment Roll; and Confirming the Initial Assessment Resolution. ***L.J. Arnold III***
- [8.](#) First Public Hearing and approval of Resolution No. R-19-2024 adopting the Tentative Millage Rate for Fiscal Year 2024/2025 and set September 17, 2024, at 7:00 p.m. as the final hearing date. ***Sue Wang***
- [9.](#) First Public Hearing on the Fiscal Year 2024/2025 Annual Operating Budget and approval of Resolution No. R-20-2024 adopting the Tentative Annual Operating Budget for Fiscal Year 2024/2025 and set September 17, 2024, at 7:00 p.m. as the final hearing date. ***Sue Wang***
- [10.](#) First Public Hearing on the Five-Year Capital Improvement Plan for Fiscal Year 2025/2029 and approval of Resolution No. R-21-2024 adopting the Tentative Capital Improvement Plan for Fiscal Year 2025/2029. ***Sue Wang***
- [11.](#) First reading of Ordinance No. O-20-2024, amending City Code Chapter 90, Article III, Electric Utility. ***Mike Null***
- [12.](#) First reading of Ordinance No. O-21-2024 authorizing water rate changes for Fiscal Year 2025. ***Mike Null***
- [13.](#) First reading of Ordinance No. O-22-2024 authorizing wastewater rate changes for Fiscal Year 2025. ***Mike Null***
- [14.](#) First reading of Ordinance No. O-23-2024 which increases the City stormwater utility base charge from \$6.00 to \$7.00 per parcel per month for fiscal year 2025. ***Mike Null***
- [15.](#) First reading of Ordinance No. O-24-2024 authorizing reclaimed water (irrigation) rate changes for Fiscal Year 2025. ***Mike Null***
- [16.](#) First reading of Ordinance No. O-25-2024 which amends the residential solid waste monthly rates for City provided services from \$19.95 to \$21.95 monthly and for governmental, industrial commercial and the like noncontainerized services from \$27.04 to \$29.75 effective October 1, 2024. ***Mike Null***
- [17.](#) Public Hearing to receive input on removal of playground covering and picnic facilities at Vera Francis Hall Park from CDBG Grant Contract # H2426. ***Mike Null***

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.

- [18.](#) City Council approval of CAC Revised By-Laws. ***Kimberly Thomas***

- [19.](#) City Council approval of Resolution No. R-14-2024 which changes City Council meeting times beginning October 1, 2024. ***L.J. Arnold III***
- [20.](#) City Council ratification of funding in the amount of \$35,750.00 to Emerald Transformer for purchase of single-phase electric transformers. ***Scott Schultz***
- [21.](#) City Council approval for warehouse staff to purchase certain electric, water and wastewater materials which have long lead times and short availability timelines with executive staff approval and subsequent Council ratification. ***Scott Schultz***
- [22.](#) City Council approval for blanket purchase order funding (annual PO) for Fiscal Year 2025 to Gate Petroleum (city vehicle / equipment fuel) in the amount of \$200,000.00, Advanced Environmental Laboratories (water / wastewater lab services) in the amount of \$56,550.00 and Hawkins Inc. (water wastewater chemicals) in the amount of \$214,500.00. ***Scott Schultz***
- [23.](#) City Council approval for design services for stormwater upgrades on Walnut Street, North Highland and Vermont Street to Mittauer and Associates, Inc. in the amount of \$35,000.00. ***Greg Bauer***
- [24.](#) City Council Approve Pay Application #5 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$967,600.38. ***Greg Bauer***
- [25.](#) City Council Approve Pay Application #5- Walnut Street Improvements, to provide roadway, utility, pedestrian and streetscape improvements on Walnut St from Palmetto Ave to the River in the amount of \$550,007.44 to CGC, Inc. ***Greg Bauer***
- [26.](#) City Council approval of Resolution No. R-15-2024, a Resolution authorizing a new FDOT Maintenance Agreement, Contract No. TBD, for the period of October 18, 2024 through October 17, 2027 in the amount of \$41,900.00 (annually) and authorizing the Mayor, City Clerk, and City Attorney to execute said Agreement. ***Greg Bauer***
- [27.](#) City Council approval of pay application #1 to Kirby Development, Inc. In the amount of \$123,926.79, for the Julia Street Stormwater Improvement Project. ***Greg Bauer***
- [28.](#) City Council approval of Preliminary Plat and Improvement Plan for the Graylon Oaks Residential Subdivision. ***Michael Daniels***
- [29.](#) City Council approval of the Final Plat for phase 1 of the Rookery Development for a portion of parcel #: 016515-008-00. ***Michael Daniels***
- [30.](#) City Council approval of the Sawcross (Tender Contractor) Pay Request #4, in the amount of \$381,425.00, for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF), as part of 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***
- [31.](#) City Council approval of Minutes. ***Erin West***
Regular Session: 7/16/2024

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- [32.](#) City Council ratification of funding in the amount of \$50,894.94 to Jax Utilities Management for installation of a sewer manhole to serve the future Clay County Habitat for Humanity development. *Mike Null*
- [33.](#) City Council approval of Resolution No. R-22-2024 adopting the 2024/25 CRA Budget. *Michael Daniels*
- [34.](#) City Council Approval of Resolution R-23-2024 and for Mayor to sign Amendment #1 to CDBG Contract H2426, extending the grant deadline from January 31, 2024 to January 31, 2025. *Mike Null*

COUNCIL BUSINESS

35. City Council approval of 3 additional appointments to the 2024 Charter Review Committee. *Erin West*
- [36.](#) City Manager & City Attorney Reports / Correspondence
37. City Council Reports / 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.

Proclamation

WHEREAS, America is powered by thousands of independently owned and operated electric generating facilities known as power plants that generate electric energy; and

WHEREAS, those power plants are connected to a complex energy system called the electric grid that is comprised of over five million miles of transmission and distribution lines that deliver energy to homes, businesses, churches, hospitals, and schools across the country; and

WHEREAS, the electric grid must be maintained in operation 24 hours a day, 7 days a week, and 365 days a year in rain, cold, hurricanes and tornadoes and must be capable of withstanding any hazards that occur, and

WHEREAS, this system of electric lines is kept in a high state of readiness by over 114,000 dedicated and skilled men and women known as electric line workers that work for all independently owned and operated utilities across America; and

WHEREAS, electric line workers are a cohesive group that must work as highly effective teams in very hazardous situations under rigorous conditions that respond to disaster areas to restore power to victim's homes and has been ranked as one of the 10 most dangerous jobs in which 30-60 people lose their lives annually; and

WHEREAS, the City of Green Cove Springs line workers are dedicated and hardworking men and women who risk their lives daily working in extremely dangerous situations to ensure the reliable delivery of electric energy to the City of Green Cove Springs homes and businesses; and

WHEREAS, it is most fitting and proper that the City of Green Cove Springs set aside a special day to recognize City of Green Cove Springs hometown heroes, our electrical line workers.

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

Section 1. August 26, 2024, is proclaimed as **"Lineman Appreciation Day"**.

Section 2. A true copy of this Proclamation shall be spread upon the Official Minutes of the City Council of the City of Green Cove Springs.

DONE AND PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 3RD DAY OF SEPTEMBER 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA





Steven R. Kelley, Mayor

ATTEST:


Erin West, City Clerk

FMPA Report

September 2024

Rate Call

The average price of natural gas for the month was \$3.09. Daily natural gas prices for the past month have begun to move upward; they have ranged from \$2.29 to 2.03. Gas storage has moved into the upper limit of historic ranges but still remains exceptional high and continues to dampen prices.

Rate Stability Program future purchases were made for the summer of 2025 period (\$3.32) and the summer of 2026 (\$3.47).

Natural gas accounted for 83% of the generation mix. Coal was 9%; nuclear was 4%. Solar generation was 1%.

The peak for the month was 8 July at 3 PM.

Board of Directors

The Board had no action items on the agenda.

Information items covered amendments to Solar projects II & III, update on the Annual Continuing Disclosure Report, new credit provider for the Pooled Loan program and proposed modifications to FY 25 procurement procedures.

Executive Committee

The Executive Committee approved procedures to allow staff to approve repricing of prepaid natural gas prepaid.

Information items cover amendments to Solar II & III projects, update on the Annual Disclosure Report, ARP Pooled Loan early payoff, proposed modifications to FY 25 procurement procedures and proposed spending authority modifications for FY 25.

Joint Board of Directors and Executive Committee Meeting on Stanton Energy Center and Florida Municipal Power Pool Options

Facts

- Stanton coal highest cost meaningful resource in portfolio for All Requirements Project (ARP)
- Orlando Utility Commission (OUC) formally announced closure of Stanton I in 2025 and conversion of Stanton II to natural gas in 2027
- FMPA believes participation in the coal project terminates with conversion of Stanton II to natural gas.

- FMPA acquired additional capacity (Sand Lake, Mulberry and Orange natural gas generation) in anticipation of Stanton closure and conversion.
- FMPA acknowledged post ownership environmental obligations.
- FMPA offered payment for certainty of outcome, to provide OUC alternate capacity and numerous timing options.
- Audit issues for FY 22 and FY 23 have been settled.

FMPA's BoD and Executive Committee extensively discussed the issues with OUC's FMPA BoD representative and OUC's Chief Operating Officer. It was acknowledged that OUC had been a reliable and satisfactory energy providing partner. However, cost issues needed to be addressed for a successful future partnership.

The meeting concluded with the FMPA's BoD and Executive Committee asking staff to review all the facts and data available and make a best and final offer to OUC within 60 days. It was also suggested OUC might consider a similar approach.

Investigating a possible expansion of the Florida Municipal Power Pool (FMPP) has occurred over the last year. There would be substantial benefits to expansion with most of the benefits accruing to other participants. Study participants concluded that the best approach would be to walk before running. Participants will develop proposals for coordinating outages to optimize reserves and reserve sharing for more than 30 minutes.

FMPA will review its best options for a balancing authority.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** September 3, 2024

FROM: Gabriel Barro, Planning and Zoning

SUBJECT: Second and final reading of Ordinance O-17-2024 requesting a modification to the Rookery Planned Unit Development (PUD) regarding the percentages, types and design criteria of proposed housing units *Michael Daniels*

PROPERTY DESCRIPTION

APPLICANT: Ellen Avery-Smith,
Rogers Towers P.A.

OWNERS: Rookery Investors LLC
ADJ Rookery LLC
DR Horton Inc Jacksonville

PROPERTY LOCATION: South of Green Cove Ave, East of 15A, West of US17

PARCEL NUMBER: 016515-008-00, 016515-008-02, 016515-008-003

FILE NUMBER: MOD-24-001

CURRENT ZONING: Planned Unit Development

FUTURE LAND USE DESIGNATION: Neighborhood

SURROUNDING LAND USE

<p>NORTH: FLU: Public Z: Recreational Use: Vacant</p>	<p>SOUTH: FLU: Industrial (County) Z: IS Heavy Industrial (County) Use: Manufacturing</p>
<p>EAST: FLU: Industrial (County) Z: IB Light Industrial (County), IS Heavy Industrial (County) Use: Light Manufacturing</p>	<p>WEST: FLU: Neighborhood Z: AR Agricultural Residential (County) Use: Single Family</p>

BACKGROUND

The Rookery Residential PUD is located on CR 15 A, south of Green Cove Avenue. It consists of 560 acres and has been approved for development of 2,100 single and multifamily residential units.

Phase 1 of the Rookery Development, which is currently under construction, will consist of 231 single-family houses constructed along the eastern edge of S Oakridge Ave. Phase 2A includes the extension of Pearce Boulevard to connect from the end of Phase 1, over the CSX Railroad Tracks to connect to US 17, where a signalized intersection will be constructed across from Hall Park Road. Phase 2B, which is also under construction, will include an additional 248 single-family houses as well as 292 townhomes.

DEVELOPMENT MODIFICATION

The applicant has submitted a request for a modification to the Rookery PUD regarding the percentage, types and design criteria of the proposed housing units. The current PUD written description allows a maximum of 30% of the units to be developed as townhouses while the remaining 70% would be used for single family housing. The requested modification would allow for 10% duplexes, 30% townhouses, and 60% single family housing.

The language from the existing and proposed PUD Written Description is provided below:

Existing

C. Residential Development

The property will include a maximum of 2,100 residential units, which will include a single-family and townhouse dwellings. No more than 30 percent of the residential units will be townhomes.

Proposed Revision:

C. Residential Development

The property will include a maximum of 2,100 residential units, which will include single-family homes, duplexes, and townhomes. No more than 30 percent of the residential units will be townhomes, and no more than 10 percent of the residential units will be duplexes.

Addition of Site Development Criteria for duplexes provided in section E.3:

3. Duplex 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: 20 feet from face of garage, 15 feet from front façade of house; 10 feet on corners (with no vehicular access from Corner front yard)
Rear: 10 feet
Side Yard: 5 feet from property lines, 0 feet for interior lots with common wall lines, minimum 10 feet of separation between buildings
- b. Building height: Buildings shall not exceed 35 feet in height.
- c. Minimum lot size: 1,800 square feet.
- d. Minimum lot width: 16 feet.
- e. Minimum home size: 1,200 square feet.
- f. Maximum impervious surface ratio: 40 percent for the Property (the entire PUD).
- g. Maximum lot coverage by buildings: 60 percent per lot.
- h. 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.
- i. Parking: Each duplex unit will have two (2) parking spaces. Duplex units 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.
- j. Location Criteria: Duplex units cannot be located within the same development pod as single-family units. Duplex units and townhomes are permitted to be located within the same development pod. No single-family lot can be subdivided to allow for the development of two duplex units. City staff

shall confirm that the owner has complied with the criteria set forth in this Subsection E.1.c during site plan review.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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 health, safety and welfare of the public.

Objective 1.2

The city shall strive to cultivate a sustainable land use pattern by preventing the proliferation of urban sprawl, ensuring the efficient provision of services, and implementing smart growth principles.

Policy 1.2.3

The City shall promote more compact and energy resource efficient residential development where the location and surrounding infrastructure supports multiple modes of transportation.

Policy 1.2.4

The City shall explore permitting new types of housing developments

TRANSPORTATION ELEMENT

Goal 2:

The City shall operate and maintain a multi-modal transportation system to facilitate the efficient movement of people and goods.

Objective 2.5

All future development shall be required to provide an adequate internal circulation system that is integrated into the surrounding network and minimizes impacts on the existing system.

Policy 2.5.3

The City shall review development applications to ensure that adequate capacity is available to serve the proposed project. The latest version of Trip Generation Manual published by the Institute of Transportation Engineers (ITE) shall be used to determine the number of trips that the proposed development will produce or attract.

Policy 2.5.7

The City shall require new subdivisions to provide “stub-outs” to adjoining undeveloped lands to promote road connectivity, and to connect to existing roadways that are “stubbed-out” at their boundaries.

HOUSING ELEMENT

Goal 3:

The City of Green Cove Springs shall make provisions for safe, affordable, quality housing that meets the needs of all segments of the current and future population of the City while preserving and enhancing the community’s physical appearance and cultural diversity and protecting the interests of those with special housing needs

Objective 3.1

The City shall foster the provision of 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

Policy 3.1.2

The City shall promote the development of housing types for all income ranges, including low- and moderate-income households.

STAFF RECOMMENDATION

Staff is recommending approval of the proposed PUD modification request. The Planning and Zoning Commission unanimously approved the request on July 23, 2024

RECOMMENDED MOTION:

Motion to recommend approval of the second and final reading of Ordinance O-17-2024 regarding amending and restating the PUD text and concept plan pursuant to revisions to the percentages, types and design criteria of proposed housing units within the Rookery PUD.

ORDINANCE NO. O-17-2024

AN ORDINANCE AMENDING THE ROOKERY PLANNED UNIT DEVELOPMENT TO ALLOW FOR DUPLEXES AS AN ADDITIONAL RESIDENTIAL PRODUCT TYPE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of Green Cove Springs, Florida (the "City") approved a planned unit development known as the Rookery (formerly Ayrshire) under Ordinance No. O-06-2021 on August 17, 2021; and

WHEREAS, the City Council (the "Council") of the City of Green Cove Springs, Florida (the "City") approved an amendment to revise the geographical boundaries of the Rookery PUD under Ordinance No. O-09-2022 on May 3, 2022, which replaced Ordinance No. O-06-2021; and

WHEREAS, the City has received a request to amend Exhibit "C," Section C (Residential Development) and Section E (Site Development Criteria) of Ordinance No. O-09-2022 to add duplexes (2-unit residential dwelling) as a residential product type, to add development and locational criteria, and to revise the maximum percentage for each product type within the PUD; and

WHEREAS, the PUD approved for the Rookery in O-09-2022 will be replaced by this ordinance; and

WHEREAS, the City has the authority pursuant to its home rule and other statutory powers to rezone properties within the City; and

WHEREAS, a duly advertised public hearing was conducted on the proposed amendment on June 25, 2024 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 6, 2024 and September 3, 2024 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 THE CITY OF GREEN COVE SPRINGS, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. Rookery PUD Amended. The Rookery PUD, for the real property described in Exhibit “A” hereto, is hereby revised.

SECTION 4. That Exhibit “C” regarding the PUD for Rookery Development, is hereby revised and replaced.

SECTION 5. 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 6. REPEALING CLAUSE. All ordinance or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

SECTION 7. 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 8. EFFECTIVE DATE. Upon its adoption by the City Council, this ordinance shall become effective immediately.

INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 6TH DAY OF AUGUST 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney

PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 3rd DAY OF SEPTEMBER 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney

EXHIBIT A

Legal Description of PUD 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 and a portion of Parcel "A" as described and recorded in Official Records Book 3316, page 1098, both 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 Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established, with the Westerly right of way line of CSX Railroad, a 100 foot right of way as presently established; thence South $21^{\circ}54'49''$ East, along said Westerly right of way line, 1424.74 feet to the Point of Beginning.

From said Point of Beginning, thence South $21^{\circ}54'49''$ East, continuing along said Westerly right of way line, 1502.39 feet to the Northeast corner of those lands described and recorded in Official Records Book 3855, page 1391, of said Public Records; thence North $77^{\circ}06'26''$ West, departing said Westerly right of way line and along the Northerly line of last said lands, 66.98 feet to the Northwesterly corner thereof; thence Southerly along the Westerly boundary line of last said lands 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 that certain Access & Maintenance Easement 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, departing said Westerly boundary line, 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 Easterly right of way line of County Road 15A (South Oakridge Avenue), a 100 foot right of way as presently established; thence North $02^{\circ}07'57''$ East, along said Easterly right of way line, 5150.65 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203, of said Public Records; thence Easterly along the Southerly and Southeasterly lines of last said lands the following 9 courses: Course 1, thence South $88^{\circ}31'42''$ East, departing 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 to the Easterly most corner

thereof; thence South $58^{\circ}16'29''$ East, departing said Southeasterly line, 30.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 175.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $16^{\circ}53'45''$, an arc length of 51.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $40^{\circ}10'24''$ East, 51.42 feet; thence North $41^{\circ}22'44''$ West, along a non-tangent line, 29.96 feet to a point on a non-tangent curve concave Southerly having a radius of 198.38 feet; thence Easterly along the arc of said curve, through a central angle of $47^{\circ}45'50''$, an arc length of 165.38 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $73^{\circ}41'49''$ East, 160.63 feet; thence South $05^{\circ}22'04''$ West, along a non-tangent line, 24.76 feet to a point on a non-tangent curve concave Southwesterly having a radius of 175.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $67^{\circ}09'24''$, an arc length of 205.12 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $51^{\circ}03'13''$ East, 193.58 feet; thence South $77^{\circ}07'44''$ East, along a non-tangent line, 945.04 feet; thence North $49^{\circ}36'09''$ East, 172.16 feet; thence North $27^{\circ}02'28''$ East, 20.00 feet; thence North $60^{\circ}40'11''$ West, 35.15 feet; thence North $31^{\circ}37'11''$ East, 86.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 120.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $87^{\circ}21'29''$, an arc length of 182.96 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $63^{\circ}04'27''$ East, 165.75 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 950.00 feet, through a central angle of $06^{\circ}31'27''$, an arc length of 108.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $16^{\circ}08'00''$ East, 108.12 feet; thence North $12^{\circ}52'16''$ East, 174.12 feet to the point of curvature of a curve concave Easterly having a radius of 1250.00 feet; thence Northerly along the arc of said curve, through a central angle of $17^{\circ}35'55''$, an arc length of 383.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $21^{\circ}40'14''$ East, 382.43 feet; thence Northeasterly along the arc of a non-tangent curve concave Southeasterly having a radius of 1441.24 feet, through a central angle of $05^{\circ}53'59''$, an arc length of 148.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $26^{\circ}05'53''$ East, 148.34 feet; thence North $29^{\circ}02'53''$ East, 373.29 feet to the point of curvature of a curve concave Southeasterly having a radius of 517.02 feet; thence Northeasterly along the arc of said curve, through a central angle of $39^{\circ}09'19''$, an arc length of 353.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $48^{\circ}37'32''$ East, 346.49 feet; thence North $68^{\circ}05'11''$ East, along a non-tangent line, 70.00 feet to the Point of Beginning.

Exhibit "B"

Map of PUD amendment for the Rookery, 016515-008-00

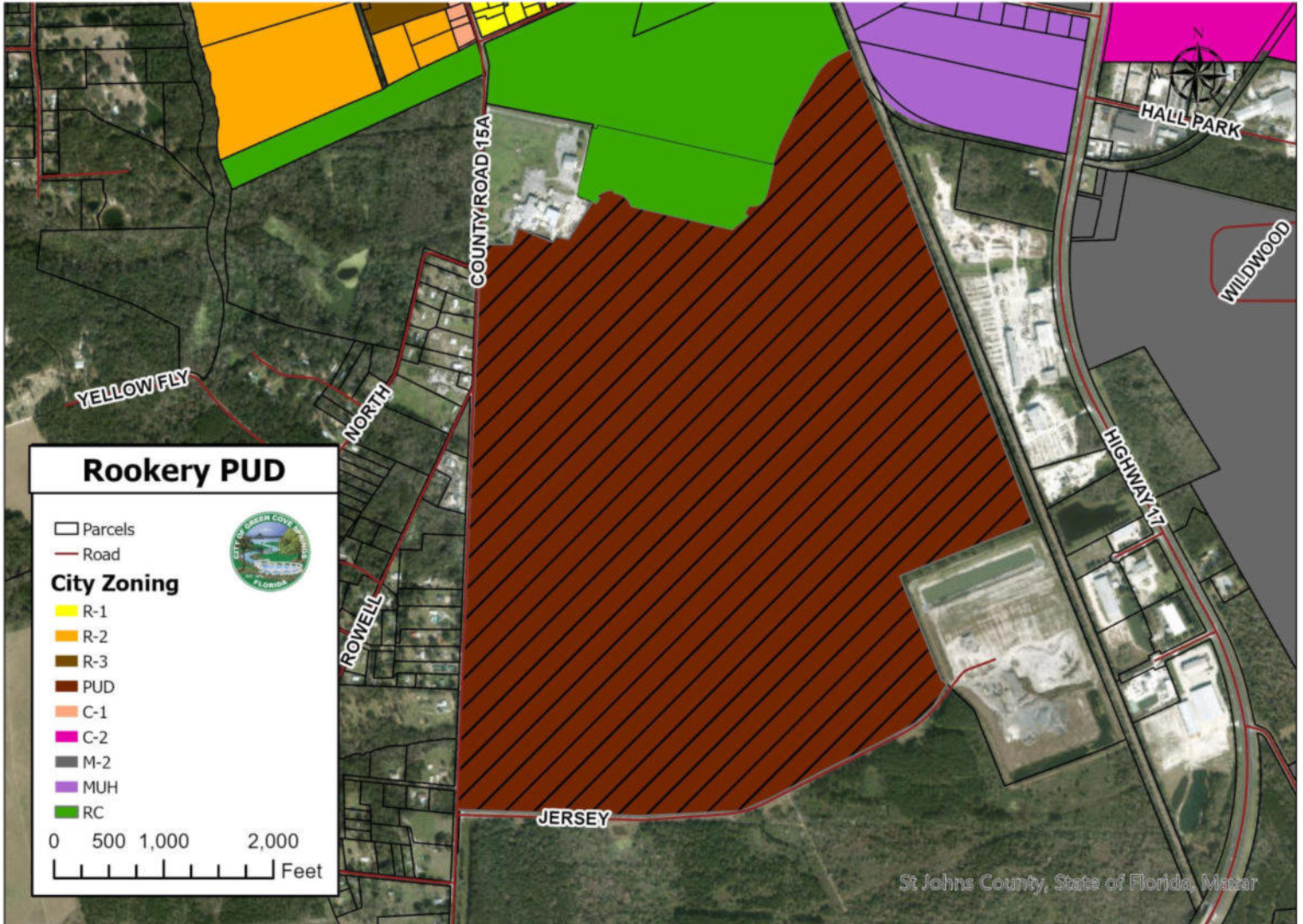


EXHIBIT "C"

PUD for Rookery Development

Rookery Planned Unit Development
(formerly Ayrshire)

City of Green Cove Springs, Florida

July 31, 2024

Team Roster

Owners:

D.R. Horton, Inc. – Jacksonville, Rookery Investors LLC, ADJ Rookery LLC
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 amend and restate the Planned Unit Development (“PUD”) text for the Rookery PUD, approved by the Green Cove Springs City Council on August 17, 2021 as Ordinance No. 0-06-2021 and amended on May 3, 2022 as Ordinance No. O-09-2022. The proposed revisions include adding a new residential product type – duplexes; adding development standards for duplexes; and providing limits on the number and location of duplexes within the Rookery PUD.

The PUD includes approximately 560 acres (the “Property”). The Property is owned by D.R. Horton, Inc. – Jacksonville, Rookery Investors LLC and ADJ Rookery LLC (collectively, the “Owners”). A legal description of the Property is attached as **Exhibit “A”**.

The Future Land Use Map (“FLUM”) designation of the Property is Residential Low Density. The Rookery PUD is consistent with the Residential Low Density FLUM designation of the Property 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 Owners 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 560 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 homes, duplexes and townhomes. No more than 30 percent of the residential units will be townhomes, and no more than 10 percent of the

residential units will be duplexes. 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. Single-Family Residential:

- 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: 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
- b. Building height: Buildings shall not exceed 35 feet in height.
- c. Minimum lot size: 4,300 square feet.
- d. 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.
- e. Minimum home size: 1,200 square feet.
- f. Maximum impervious surface ratio: 40 percent for the Property (the entire PUD).
- g. Maximum lot coverage by buildings: 60 percent per Lot.
- h. Density: There are approximately 560 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.

- i. 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 Owners 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. Duplex 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: 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: 5 feet from property lines, 0 feet for interior lots with common wall lines, minimum 10 feet of separation between buildings

- b. Building height: Buildings shall not exceed 35 feet in height.
 - c. Minimum lot size: 1,800 square feet.
 - d. Minimum lot width: 21 feet.
 - e. Minimum home size: 1,200 square feet.
 - f. Maximum impervious surface ratio: 40 percent for the Property (the entire PUD).
 - g. Maximum lot coverage by buildings: 60 percent per Lot.
 - h. 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.
 - i. Parking: Each duplex unit will have two (2) parking spaces. Duplex units 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.
 - j. Locational Criteria: Duplex units cannot be located within the same development pod as single-family units. Duplex units and townhomes are permitted to be located within the same development pod. No single-family lot can be subdivided to allow for the development of two duplex units. City staff shall confirm that the Owner has complied with the criteria set forth in this Subsection E.3 during site plan review.
4. 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, Jersey Avenue, and U.S. 17, the Owners shall be permitted either two (2) ground signs on each side of the entry road or one (1) two-sided ground sign on one side of the road. For example, if the ground sign is two-sided, it can be “rectangular” shaped with the sign display on each side or “V” shaped, where you can read the sign coming from either direction. The sign advertising display

can be maximum of 32 square feet for each side of the sign for a total of 64 square feet, if the sign is two-sided. The square foot measurement will be based on the letters only, if the sign display is letters mounted to a wall. If the sign is a mounted panel, the square foot measurement will be based on the size of the panel. These signs will not exceed 12 feet in height with an architectural embellishment (i.e., a tower or column) that can exceed the sign height of 12 feet. Each sign will also be allowed to have an additional architectural enhancement, such as a water feature element (i.e., a fountain). At the roundabout, that is internal to the development, a sign with an architectural embellishment, such as a fountain, that relates to the roundabout geometrically, will be allowed. Other signs that can be included are neighborhood signs, community wayfinding signs, and street themed signs that enhance the development. The general locations of these signs will be depicted on applicable construction plans. Project signs may be lighted or illuminated. The Owners may construct a fence, masonry wall or berm or install landscaping and/or vegetation (or provide a combination thereof) to compliment the entrance feature. Architectural embellishment, including but not limited to height, size and location, is subject to staff approval based on compatibility with the proposed development, roadway and surrounding properties related to each proposed sign.

- 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 (aka South Oakridge Avenue) 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 Owners 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 Owners 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. With respect to County Road 15A, subject to City approval, the Owners will construct or pay for the construction of certain traffic calming modes, which may include but not limited to speed humps and crosswalks, to allow safe passage of school children across the street to Charles E. Bennett Elementary School. Such traffic calming devices shall be installed on the City-maintained portion of County Road 15A south of State Road 16. Until the internal primary site access collector road to U.S. Highway 17 is completed, the Owners will also instruct its construction contractors and other tradespeople who drive commercial and other large vehicles to access the Project from the south, via U.S. Highway 17 and then north on County Road 15A. Following completion of the primary site access collector road, the Owners will instruct its construction contractors and other tradespeople who drive commercial and other large vehicles to access the Project from U.S. 17 either via the primary site access collector road or heading north on County Road 15A.
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 Owners, their 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 Rookery 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, Rookery 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 Owners 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 Owners 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 Owners 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 Owners 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 Owners, on behalf of themselves and their 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 Owners 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.

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 and a portion of Parcel "A" as described and recorded in Official Records Book 3316, page 1098, both 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 Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established, with the Westerly right of way line of CSX Railroad, a 100 foot right of way as presently established; thence South 21°54'49" East, along said Westerly right of way line, 1424.74 feet to the Point of Beginning.

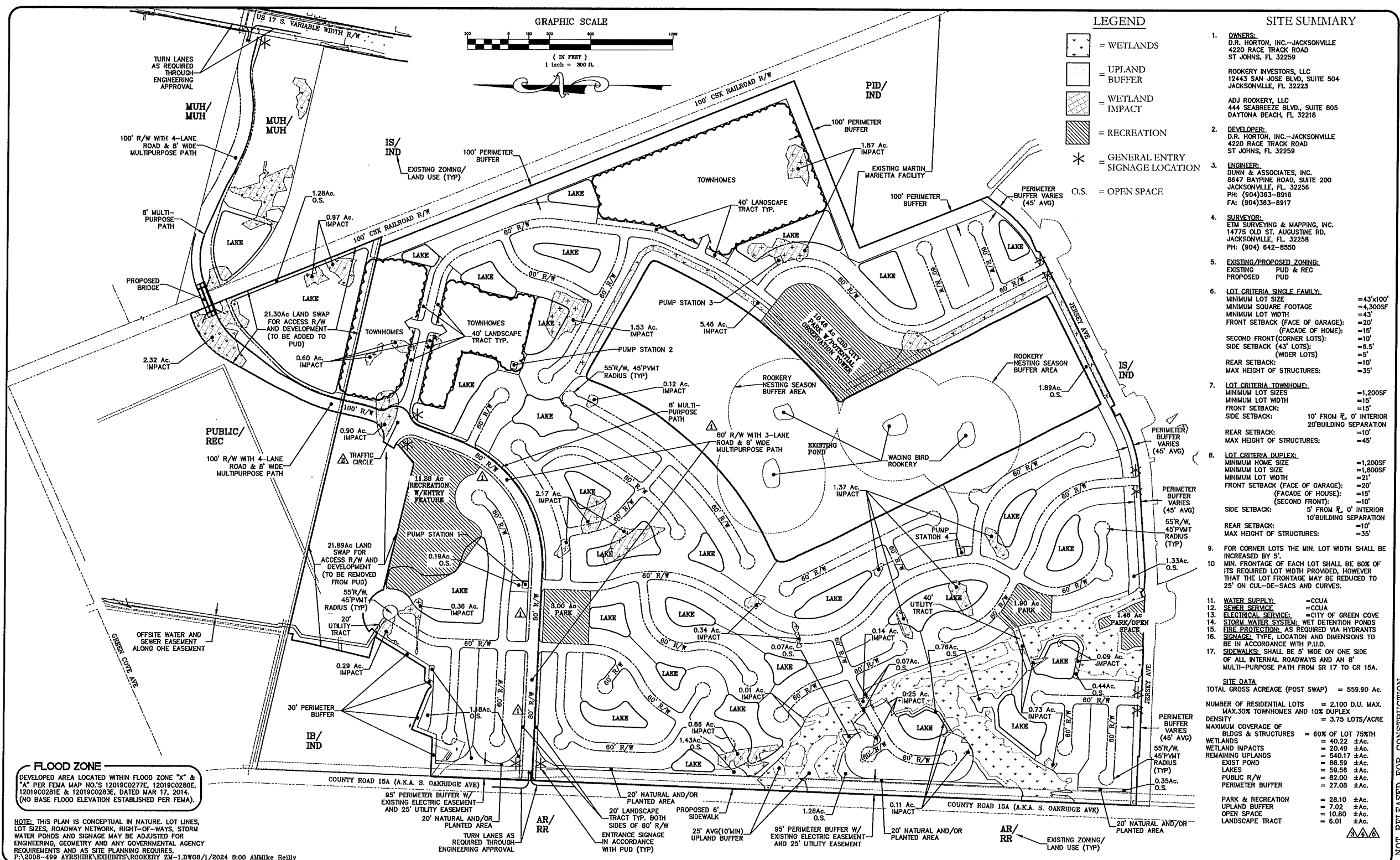
From said Point of Beginning, thence South 21°54'49" East, continuing along said Westerly right of way line, 1502.39 feet to the Northeast corner of those lands described and recorded in Official Records Book 3855, page 1391, of said Public Records; thence North 77°06'26" West, departing said Westerly right of way line and along the Northerly line of last said lands, 66.98 feet to the Northwesterly corner thereof; thence Southerly along the Westerly boundary line of last said lands 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 that certain Access & Maintenance Easement 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, departing said Westerly boundary line, 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°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°31'05" West, 377.32 feet; Course 14, thence South 85°54'43" West, 731.91 feet; Course 15, thence North 04°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°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°46'45" West, 25.01 feet; Course 17, thence North 88°21'14" West, 61.78 feet; Course 18, thence North 19°49'14" West, 8.30 feet; Course 19, thence North 55°44'57" West, 30.16 feet; Course 20, thence South 67°18'10" West, 29.23 feet; Course 21, thence South 07°09'24" West, 17.00 feet; Course 22, thence North 88°21'14" West, 362.37 feet; Course 23, thence South 01°38'46" West, 5.00 feet; Course 24, thence North 88°21'14" West, 800.00 feet; Course 25, thence North 01°38'46" East, 10.00 feet; Course 26, thence North 88°21'14" West, 355.52 feet to a point lying on the Easterly right of way line of County Road 15A (South Oakridge Avenue), a 100 foot right of way as presently established; thence North 02°07'57" East, along said Easterly right of way line, 5150.65 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203, of said Public Records; thence Easterly along the Southerly and Southeasterly lines of last said lands the following 9 courses: Course 1, thence South 88°31'42" East, departing 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 to the Easterly most corner thereof; thence South 58°16'29" East, departing said Southeasterly line, 30.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 175.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 16°53'45", an arc length of 51.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 40°10'24" East, 51.42 feet; thence North 41°22'44" West, along a non-tangent line, 29.96 feet to a point on a non-tangent curve concave Southerly having a radius of 198.38 feet; thence Easterly along the arc of said curve, through a central angle of 47°45'50", an arc length of 165.38 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 73°41'49" East, 160.63 feet; thence South 05°22'04" West, along a non-tangent line, 24.76 feet to a point on a non-tangent curve concave Southwesterly having a radius of 175.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 67°09'24", an arc length of 205.12 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 51°03'13" East, 193.58 feet; thence South 77°07'44" East, along a non-tangent line, 945.04 feet; thence North 49°36'09" East, 172.16 feet; thence North 27°02'28" East, 20.00 feet; thence North 60°40'11" West, 35.15 feet; thence North 31°37'11" East, 86.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 120.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 87°21'29", an arc length of 182.96 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 63°04'27" East, 165.75 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 950.00 feet, through a central angle of 06°31'27", an arc length of 108.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 16°08'00" East, 108.12 feet; thence North 12°52'16" East, 174.12 feet to the point of curvature of a curve concave Easterly having a radius of 1250.00 feet; thence Northerly along the arc of said curve, through a central angle of 17°35'55", an arc length of 383.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 21°40'14" East, 382.43 feet; thence

Northeasterly along the arc of a non-tangent curve concave Southeasterly having a radius of 1441.24 feet, through a central angle of $05^{\circ}53'59''$, an arc length of 148.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $26^{\circ}05'53''$ East, 148.34 feet; thence North $29^{\circ}02'53''$ East, 373.29 feet to the point of curvature of a curve concave Southeasterly having a radius of 517.02 feet; thence Northeasterly along the arc of said curve, through a central angle of $39^{\circ}09'19''$, an arc length of 353.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $48^{\circ}37'32''$ East, 346.49 feet; thence North $68^{\circ}05'11''$ East, along a non-tangent line, 70.00 feet to the Point of Beginning.

Containing 559.90 acres, more or less.

Exhibit "B"
Conceptual Development Plan



NOT RELEASED FOR CONSTRUCTION

- ### SITE SUMMARY
- OWNERS:**
D.R. HORTON, INC.—JACKSONVILLE
4220 RACE TRACK ROAD
ST JOHNS, FL 32259

ROOKERY INVESTORS, LLC
12443 SAN JOSE BLVD, SUITE 504
JACKSONVILLE, FL 32223

ADJ ROOKERY, LLC
444 SEABREEZE BLVD., SUITE 805
DAYTONA BEACH, FL 32218
 - DEVELOPER:**
D.R. HORTON, INC.—JACKSONVILLE
4220 RACE TRACK ROAD
ST JOHNS, FL 32259
 - ENGINEER:**
DUNN & ASSOCIATES, INC.
8647 BOYPINE ROAD, SUITE 200
JACKSONVILLE, FL 32256
PH: (904)363-8916
FA: (904)363-8917
 - SURVEYOR:**
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE RD,
JACKSONVILLE, FL 32258
PH: (904) 642-8550
 - EXISTING/PROPOSED ZONING:**
EXISTING PUD & REC
PROPOSED PUD
 - LOT CRITERIA SINGLE FAMILY:**
MINIMUM LOT SIZE = 43'x100'
MINIMUM SQUARE FOOTAGE = 4,300SF
MINIMUM LOT WIDTH = 43'
FRONT SETBACK (FACE OF GARAGE) = 20'
(FAÇADE OF HOME) = 15'
SECOND FRONT (CORNER LOTS) = 10'
SIDE SETBACK (43' LOTS) = 6.5'
(WIDER LOTS) = 5'
REAR SETBACK = 10'
MAX HEIGHT OF STRUCTURES = 35'
 - LOT CRITERIA TOWNHOME:**
MINIMUM LOT SIZES = 1,200SF
MINIMUM LOT WIDTH = 15'
FRONT SETBACK = 15'
SIDE SETBACK: 10' FROM R, 0' INTERIOR
20' BUILDING SEPARATION
REAR SETBACK = 10'
MAX HEIGHT OF STRUCTURES = 45'
 - LOT CRITERIA DUPLEX:**
MINIMUM HOME SIZE = 1,200SF
MINIMUM LOT SIZE = 1,800SF
MINIMUM LOT WIDTH = 21'
FRONT SETBACK (FACE OF GARAGE) = 20'
(FAÇADE OF HOUSE) = 15'
(SECOND FRONT) = 10'
SIDE SETBACK: 5' FROM R, 0' INTERIOR
10' BUILDING SEPARATION
REAR SETBACK = 10'
MAX HEIGHT OF STRUCTURES = 35'
 - FOR CORNER LOTS THE MIN. LOT WIDTH SHALL BE INCREASED BY 5'.
 - MIN. FRONTAGE OF EACH LOT SHALL BE BOX OF ITS REQUIRED LOT WIDTH PROVIDED, HOWEVER THAT THE LOT FRONTAGE MAY BE REDUCED TO 25' ON CUL-DE-SACS AND CURVES.
 - WATER SUPPLY:** = CCUA
 - SEWER SERVICE:** = CCUA
 - ELECTRICAL SERVICE:** = CITY OF GREEN COVE
 - STORM WATER SYSTEM:** WET DETENTION PONDS
 - FIRE PROTECTION:** AS REQUIRED VIA HYDRANTS
 - DEBRIS:** TYPE, LOCATION AND DIMENSIONS TO BE IN ACCORDANCE WITH P.U.D.
 - SIDEWALKS:** SHALL BE 5' WIDE ON ONE SIDE OF ALL INTERNAL ROADWAYS AND AN 8' MULTI-PURPOSE PATH FROM SR 17 TO CR 15A.
- SITE DATA**
TOTAL GROSS ACREAGE (POST SWAP) = 559.90 Ac.
NUMBER OF RESIDENTIAL LOTS = 2,100 D.U. MAX.
MAX. 30% TOWNHOMES AND 10% DUPLEX
DENSITY = 3.75 LOTS/ACRE
MAXIMUM COVERAGE OF BLDGS & STRUCTURES = 60% OF LOT 75X110
WETLANDS = 40.22 ±Ac.
WETLAND IMPACTS = 20.49 ±Ac.
REMAINING UPLANDS = 540.17 ±Ac.
EXIST POND = 88.59 ±Ac.
LAKES = 59.56 ±Ac.
PUBLIC R/W = 82.00 ±Ac.
PERIMETER BUFFER = 27.08 ±Ac.
PARK & RECREATION = 28.10 ±Ac.
UPLAND BUFFER = 7.02 ±Ac.
OPEN SPACE = 10.80 ±Ac.
LANDSCAPE TRACT = 6.01 ±Ac.

REVISIONS			
NO.	DATE	DESCRIPTION	BY:
1	8-4-21	LABEL 80' R/W WITH 3 LANE RD	VJD
2	8-22-21	REVISED ROUNDABOUT ARRANGEMENT & PROPERTY ACCESS	GRW
3	1-1-22	REV. LAND SWAP PARCEL AND SITE PLAN	VJD
4	1-1-22	INCREASE LAND SWAP PARCEL TO 21.89AC & REV SITE PLAN TO SURVEYED WETLANDS	VJD
5	8-1-24	MINOR UPDATES TO LAYOUT AND ZONING CRITERIA	VJD

DESIGNED BY: DAI
DRAWN BY: MR
CHECKED BY: VJD
SCALE: 1" = 300'
DATE: August 1, 2024
PROJ. NO.: 2008-499

Dunn & Associates, Inc.
CIVIL ENGINEERS / LAND PLANNERS
8647 Boypine Road, Suite 200
Jacksonville, Florida 32256
Phone: (904)363-8916 Fax: (904)363-8917
www.dunneng.com

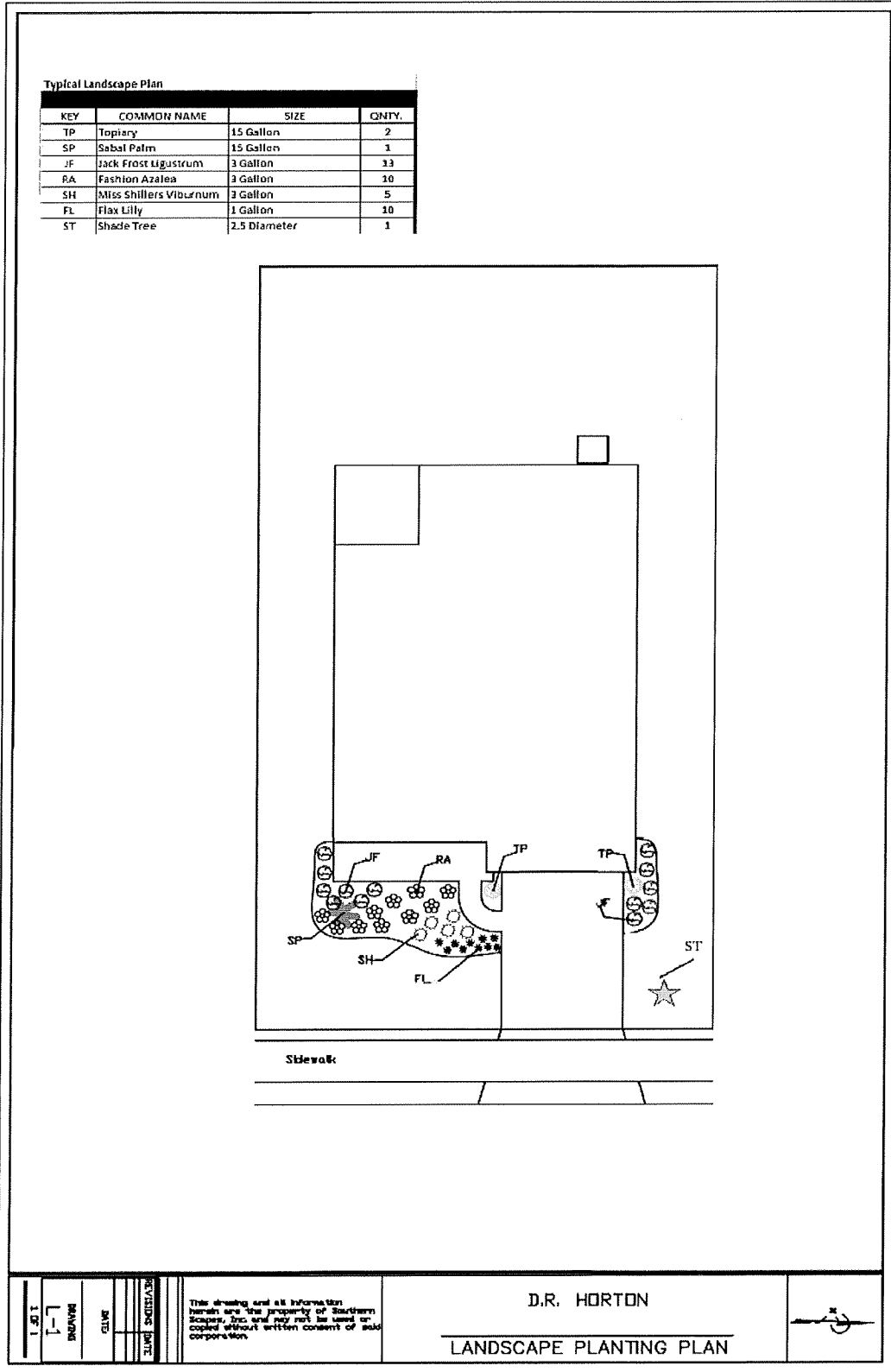
THE ROOKERY
FOR:
D.R. HORTON INC. - JACKSONVILLE
GREEN COVE SPRINGS, FLORIDA
ZONING MAP

Sheet No. 1 of 1
ZM-1
DWG. NO.

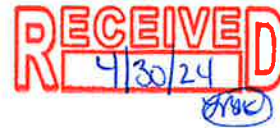
VINCENT J. DUNN ENGINEER NO. 98482
DAVID M. TAYLOR ENGINEER NO. 41164
GLEN R. WIEGER ENGINEER NO. 81410
CERTIFICATE OF AUTOREGISTRATION NO. 27198

EXHIBIT "D"

Typical Landscape Plan



April 29, 2024



VIA OVERNIGHT MAIL

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

**Re: Ayrshire/Applications for Planned Unit Development Modification,
Commercial Rezoning**

Dear Mr. Daniels:

The purpose of this letter is to transmit two rezoning applications for properties owned by clients of our firm located in the City of Green Cove Springs. The first application is for a modification to the existing Ayrshire Planned Unit Development (“PUD”) approved as Ordinance Nos. O-06-2021 and O-09-2022. The second application is to rezone land located adjacent to the Ayrshire PUD for commercial use.

Our clients D.R. Horton, Inc. – Jacksonville, Rookery Investors LLC and ADJ Rookery LLC (collectively the “Owners”) are the owners of the approximately 561 acres located within the Ayrshire PUD. The Owners are requesting to add a new residential product type – duplexes – to the permitted uses within the PUD and provide development standards for such units.

D.R. Horton, Inc. – Jacksonville also owns property located between the Ayrshire PUD and U.S. Highway 17 with Clay County Parcel Identification No. 38-06-26-016579-000-00 (the “Commercial Parcel”). The future land use designation of the Commercial Parcel is Industrial, and the zoning district is Mixed Use Highway (“MUH”). D.R. Horton would like to rezone the Commercial Parcel from MUH to Commercial High Intensity (“C2”).

Enclosed are applications for the PUD Modification and Rezoning described above, along with supporting documents related to the same. If you will please let us know the application fee for each package, we will send you checks for payment.

We look forward to working with you on these applications.

Sincerely yours,

Ellen Avery-Smith

Michael Daniels
April 29, 2024
Page 2

Item #3.

cc: City Attorney Jim Arnold, Esq.
John Gislason
Anthony Sharp

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Rookery Planned Unit Development
(formerly Ayrshire)

City of Green Cove Springs, Florida

March 14, 2022 July 31, 2024

Team Roster

Owners:

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

Applicant:

D.R. Horton, Inc. – Jacksonville, Rookery Investors LLC, ADJ Rookery LLC

~~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 amend and restate the Planned Unit Development (“PUD”) text for the ~~Ayrshire~~Rookery PUD, approved by the Green Cove Springs City Council on August 317, 2021 as Ordinance No. 0-06-2021- and amended on May 3, 2022 as Ordinance No. O-09-2022. The proposed revisions include changing~~adding~~ a new residential product type – duplexes; adding development standards for duplexes; and providing limits on the number and location of duplexes within the Rookery PUD~~name from Ayrshire to Rookery.~~

The PUD includes approximately 560 acres (the “Property”), ~~which was rezoned in August 2021 from Agriculture (AG) and Industrial Select (IS) (Clay County) to PUD in the City of Green Cove Springs (the “Original PUD”).~~ The Property is owned by ~~Gustafson’s Cattle, Inc. and is under contract for purchase by D.R. Horton, Inc. – Jacksonville (the “Applicant”).~~, Rookery Investors LLC and ADJ Rookery LLC (collectively, the “Owners”). A legal description of the Property is attached as **Exhibit “A”**.

~~The Original PUD was a companion to applications to annex the Property into the City of Green Cove Springs and to change the Future Land Use Map Future Land Use Map (“FLUM”) designation from Industrial and Rural Fringe (Clay County) to of the Property is Residential Low Density in the City. The annexation and Comprehensive Plan Amendment applications were approved by the City Council on August 3, 2021.~~

~~The Rookery PUD is consistent with the Residential Low Density Future Land Use Map (“FLUM”) designations for~~FLUM designation of the Property 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~~Owners 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 560 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 homes, duplexes and townhome dwellings.~~townhomes.~~ No more than 30 percent of the residential units will be townhomes, and no more than 10 percent of the residential units will be duplexes. 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~~

a1. Single-Family Residential:

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

a1. 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.~~ 2. 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

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

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

4d. 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.

- 5e. Minimum home size: 1,200 square feet.
- 6f. Maximum impervious surface ratio: 40 percent for the Property (the entire PUD).
- 7g. Maximum lot coverage by buildings: 60 percent per Lot.
- 8h. Density: There are approximately 560 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.
- 9i. 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 Owners shall record a homeowners' association ("HOA") declaration of restrictive covenants against title to the Property that limits parking to one side of the street.

4.2. 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. Duplex 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: 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: 5 feet from property lines, 0 feet for interior lots with common wall lines, minimum 10 feet of separation between buildings

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

c. Minimum lot size: 1,800 square feet.

d. Minimum lot width: 21 feet.

e. Minimum home size: 1,200 square feet.

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

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

h. 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.

i. Parking: Each duplex unit will have two (2) parking spaces. Duplex units 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.

j. Locational Criteria: Duplex units cannot be located within the same development pod as single-family units. Duplex units and townhomes are permitted to be located within the same development pod. No single-family lot can be subdivided to allow for the development of two duplex units. City staff shall confirm that the Owner has complied with the criteria set forth in this Subsection E.3 during site plan review.

4. 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, Jersey Avenue, and U.S. 17, the ApplicantOwners shall be permitted either two (2) ground signs on each side of the entry road or one (1) two-sided ground sign on one side of the road. For example, if the ground sign is two-sided, it can be “rectangular” shaped with the sign display on each side or “V” shaped, where you can read the sign coming from either direction. The sign advertising display can be maximum of 32 square feet for each side of the sign for a total of 64 square feet, if the sign is two-sided. The square foot measurement will be based on the letters only, if the sign display is letters mounted to a wall. If the sign is a mounted panel, the square foot measurement will be based on the size of the panel. These signs will not exceed 12 feet in height with an architectural embellishment (i.e., a tower or column) that can exceed the sign height of 12 feet. Each sign will also be allowed to have an additional architectural enhancement, such as a water feature element (i.e., a fountain). At the roundabout, that is internal to the development, a sign with an architectural embellishment, such as a fountain, that relates to the roundabout geometrically, will be allowed. Other signs that can be included are neighborhood signs, community wayfinding signs, and street themed signs that enhance the development. The general locations of these signs will be depicted on applicable construction plans. Project signs may be lighted or illuminated. The ApplicantOwners may construct a fence, masonry wall or berm or install landscaping and/or vegetation (or provide a combination thereof) to compliment the entrance feature. Architectural embellishment, including but not limited to height, size and location, is subject to staff approval based on compatibility with the proposed development, roadway and surrounding properties related to each proposed sign.
- 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 (aka South Oakridge Avenue) 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 ApplicantOwners 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 ApplicantOwners 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. With respect to County Road 15A, subject to City approval, the ApplicantOwners will construct or pay for the construction of certain traffic calming modes, which may include but not limited to speed humps and crosswalks, to allow safe passage of school children across the street to Charles E. Bennett Elementary School. Such traffic calming devices shall be installed on the City-maintained portion of County Road 15A south of State Road 16. Until the internal primary site access collector road to U.S. Highway 17 is completed, the ApplicantOwners will also instruct its construction contractors and other tradespeople who drive commercial and other large vehicles to access the Project from the south, via U.S. Highway 17 and then north on County Road 15A. Following completion of the primary site access collector road, the ApplicantOwners will instruct its construction contractors and other tradespeople wo drive commercial and other large vehicles to access the Project from U.S. 17 either via the primary site access collector road or heading north on County Road 15A.

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 Owners, their 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 Rookery 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, Rookery 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~~Owners 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 Owners 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 Owners 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 ApplicantOwners 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~~Owners, on behalf of ~~itself~~themselves and ~~its~~their 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~~Owners 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.

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 and a portion of Parcel "A" as described and recorded in Official Records Book 3316, page 1098, both 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 Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established, with the Westerly right of way line of CSX Railroad, a 100 foot right of way as presently established; thence South 21°54'49" East, along said Westerly right of way line, 1424.74 feet to the Point of Beginning.

From said Point of Beginning, thence South 21°54'49" East, continuing along said Westerly right of way line, 1502.39 feet to the Northeast corner of those lands described and recorded in Official Records Book 3855, page 1391, of said Public Records; thence North 77°06'26" West, departing said Westerly right of way line and along the Northerly line of last said lands, 66.98 feet to the Northwesterly corner thereof; thence Southerly along the Westerly boundary line of last said lands 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 that certain Access & Maintenance Easement 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, departing said Westerly boundary line, 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°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°31'05" West, 377.32 feet; Course 14, thence South 85°54'43" West, 731.91 feet; Course 15, thence North 04°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°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°46'45" West, 25.01 feet; Course 17, thence North 88°21'14" West, 61.78 feet; Course 18, thence North 19°49'14" West, 8.30 feet; Course 19, thence North 55°44'57" West, 30.16 feet; Course 20, thence South 67°18'10" West, 29.23 feet; Course 21, thence South 07°09'24" West, 17.00 feet; Course 22, thence North 88°21'14" West, 362.37 feet; Course 23, thence South 01°38'46" West, 5.00 feet; Course 24, thence North 88°21'14" West, 800.00 feet; Course 25, thence North 01°38'46" East, 10.00 feet; Course 26, thence North 88°21'14" West, 355.52 feet to a point lying on the Easterly right of way line of County Road 15A (South Oakridge Avenue), a 100 foot right of way as presently established; thence North 02°07'57" East, along said Easterly right of way line, 5150.65 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203, of said Public Records; thence Easterly along the Southerly and Southeasterly lines of last said lands the following 9 courses: Course 1, thence South 88°31'42" East, departing 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 to the Easterly most corner thereof; thence South 58°16'29" East, departing said Southeasterly line, 30.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 175.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 16°53'45", an arc length of 51.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 40°10'24" East, 51.42 feet; thence North 41°22'44" West, along a non-tangent line, 29.96 feet to a point on a non-tangent curve concave Southerly having a radius of 198.38 feet; thence Easterly along the arc of said curve, through a central angle of 47°45'50", an arc length of 165.38 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 73°41'49" East, 160.63 feet; thence South 05°22'04" West, along a non-tangent line, 24.76 feet to a point on a non-tangent curve concave Southwesterly having a radius of 175.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 67°09'24", an arc length of 205.12 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 51°03'13" East, 193.58 feet; thence South 77°07'44" East, along a non-tangent line, 945.04 feet; thence North 49°36'09" East, 172.16 feet; thence North 27°02'28" East, 20.00 feet; thence North 60°40'11" West, 35.15 feet; thence North 31°37'11" East, 86.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 120.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 87°21'29", an arc length of 182.96 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 63°04'27" East, 165.75 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 950.00 feet, through a central angle of 06°31'27", an arc length of 108.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 16°08'00" East, 108.12 feet; thence North 12°52'16" East, 174.12 feet to the point of curvature of a curve concave Easterly having a radius of 1250.00 feet; thence Northerly along the arc of said curve, through a central angle of 17°35'55", an arc length of 383.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 21°40'14" East, 382.43 feet; thence

Northeasterly along the arc of a non-tangent curve concave Southeasterly having a radius of 1441.24 feet, through a central angle of $05^{\circ}53'59''$, an arc length of 148.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $26^{\circ}05'53''$ East, 148.34 feet; thence North $29^{\circ}02'53''$ East, 373.29 feet to the point of curvature of a curve concave Southeasterly having a radius of 517.02 feet; thence Northeasterly along the arc of said curve, through a central angle of $39^{\circ}09'19''$, an arc length of 353.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $48^{\circ}37'32''$ East, 346.49 feet; thence North $68^{\circ}05'11''$ East, along a non-tangent line, 70.00 feet to the Point of Beginning.

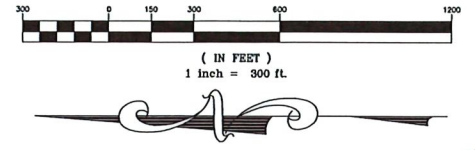
Containing 559.90 acres, more or less.

Exhibit "B"
Conceptual Development Plan

THE ROOKERY

NOT RELEASED FOR CONSTRUCTION

GRAPHIC SCALE



LEGEND

- = WETLANDS
- = UPLAND BUFFER
- = WETLAND IMPACT
- = RECREATION
- = GENERAL ENTRY SIGNAGE LOCATION
- = OPEN SPACE

SITE SUMMARY

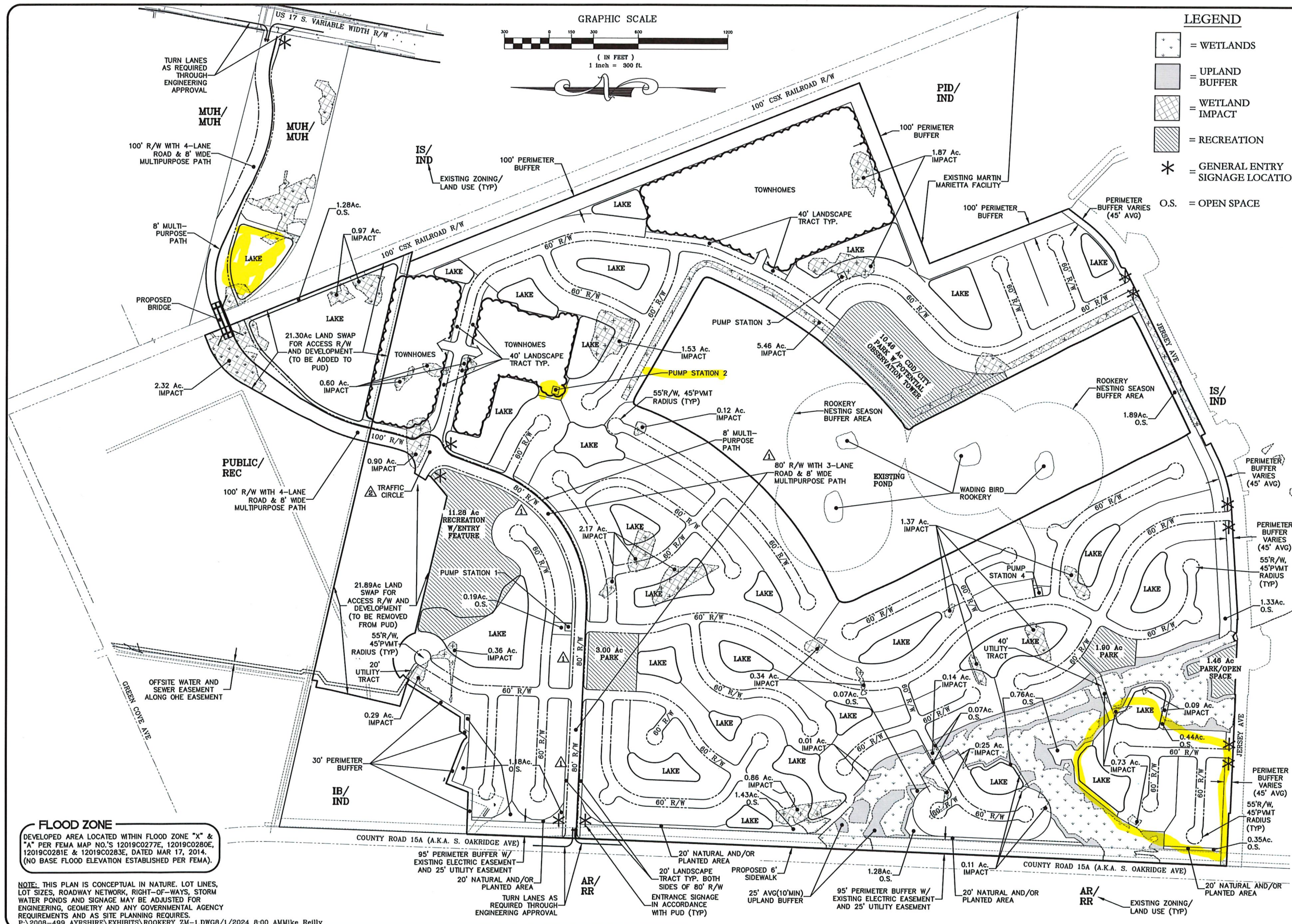
1. **OWNERS:**
D.R. HORTON, INC. - JACKSONVILLE
4220 RACE TRACK ROAD
ST. JOHNS, FL 32259

ROOKERY INVESTORS, LLC
12443 SAN JOSE BLVD, SUITE 504
JACKSONVILLE, FL 32223

ADJ ROOKERY, LLC
444 SEABREEZE BLVD., SUITE 805
DAYTONA BEACH, FL 32218
2. **DEVELOPER:**
D.R. HORTON, INC. - JACKSONVILLE
4220 RACE TRACK ROAD
ST. JOHNS, FL 32259
3. **ENGINEER:**
DUNN & ASSOCIATES, INC.
8647 BAYPINE ROAD, SUITE 200
JACKSONVILLE, FL 32256
PH: (904)363-8916
FA: (904)363-8917
4. **SURVEYOR:**
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE RD,
JACKSONVILLE, FL 32258
PH: (904) 642-8550
5. **EXISTING/PROPOSED ZONING:**
EXISTING PUD & REC
PROPOSED PUD
6. **LOT CRITERIA SINGLE FAMILY:**
MINIMUM LOT SIZE = 43'x100' = 4,300SF
MINIMUM SQUARE FOOTAGE = 43'
MINIMUM LOT WIDTH = 15'
FRONT SETBACK (FACE OF GARAGE): = 20'
FRONT SETBACK (FAÇADE OF HOUSE): = 15'
SECOND FRONT (CORNER LOTS): = 10'
SIDE SETBACK (43' LOTS): = 6.5'
SIDE SETBACK (WIDER LOTS): = 5'
REAR SETBACK: = 10'
MAX HEIGHT OF STRUCTURES: = 35'
7. **LOT CRITERIA TOWNHOME:**
MINIMUM LOT SIZES = 1,200SF
MINIMUM LOT WIDTH = 15'
MINIMUM LOT WIDTH = 15'
FRONT SETBACK: = 15'
SIDE SETBACK: 10' FROM R, 0' INTERIOR
REAR SETBACK: 20' BUILDING SEPARATION
REAR SETBACK: = 10'
MAX HEIGHT OF STRUCTURES: = 45'
8. **LOT CRITERIA DUPLEX:**
MINIMUM HOME SIZE = 1,200SF
MINIMUM LOT SIZE = 1,800SF
MINIMUM LOT WIDTH = 21'
FRONT SETBACK (FACE OF GARAGE): = 20'
FRONT SETBACK (FAÇADE OF HOUSE): = 15'
FRONT SETBACK (SECOND FRONT): = 10'
SIDE SETBACK: 5' FROM R, 0' INTERIOR
REAR SETBACK: 10' BUILDING SEPARATION
REAR SETBACK: = 10'
MAX HEIGHT OF STRUCTURES: = 35'
9. FOR CORNER LOTS THE MIN. LOT WIDTH SHALL BE INCREASED BY 5'.
10. MIN. FRONTAGE OF EACH LOT SHALL BE 80% OF ITS REQUIRED LOT WIDTH PROVIDED, HOWEVER THAT THE LOT FRONTAGE MAY BE REDUCED TO 25' ON CUL-DE-SACS AND CURVES.
11. **WATER SUPPLY:** = CCUA
12. **SEWER SERVICE:** = CCUA
13. **ELECTRICAL SERVICE:** = CITY OF GREEN COVE
14. **STORM WATER SYSTEM:** WET DETENTION PONDS
15. **FIRE PROTECTION:** AS REQUIRED VIA HYDRANTS
16. **SIGNAGE:** TYPE, LOCATION AND DIMENSIONS TO BE IN ACCORDANCE WITH P.U.D.
17. **SIDEWALKS:** SHALL BE 5' WIDE ON ONE SIDE OF ALL INTERNAL ROADWAYS AND AN 8' MULTI-PURPOSE PATH FROM SR 17 TO CR 15A.

SITE DATA

TOTAL GROSS ACREAGE (POST SWAP)	= 559.90 Ac.
NUMBER OF RESIDENTIAL LOTS	= 2,100 D.U. MAX.
MAX. 30% TOWNHOMES AND 10% DUPLEX	
DENSITY	= 3.75 LOTS/ACRE
MAXIMUM COVERAGE OF BLDGS & STRUCTURES	= 60% OF LOT 75%TH
WETLANDS	= 40.22 ±Ac.
WETLAND IMPACTS	= 20.49 ±Ac.
REMAINING UPLANDS	= 540.17 ±Ac.
EXIST POND	= 86.59 ±Ac.
LAKE	= 59.56 ±Ac.
PUBLIC R/W	= 82.00 ±Ac.
PERIMETER BUFFER	= 27.08 ±Ac.
PARK & RECREATION	= 28.10 ±Ac.
UPLAND BUFFER	= 7.02 ±Ac.
OPEN SPACE	= 10.80 ±Ac.
LANDSCAPE TRACT	= 6.01 ±Ac.

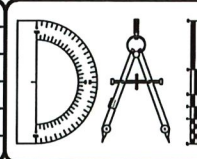


FLOOD ZONE
DEVELOPED AREA LOCATED WITHIN FLOOD ZONE "X" & "A" PER FEMA MAP NO. S 12019C0277E, 12019C0280E, 12019C0281E & 12019C0283E, DATED MAR 17, 2014. (NO BASE FLOOD ELEVATION ESTABLISHED PER FEMA).

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE. LOT LINES, LOT SIZES, ROADWAY NETWORK, RIGHT-OF-WAYS, STORM WATER PONDS AND SIGNAGE MAY BE ADJUSTED FOR ENGINEERING, GEOMETRY AND ANY GOVERNMENTAL AGENCY REQUIREMENTS AND AS SITE PLANNING REQUIRES.
P: 2008-499 AYRSHIRE EXHIBITS\ROOKERY ZM-1.DWG/1/2024 8:00 AM Mike Reilly

REVISIONS		
NO.	DATE	DESCRIPTION
1	8-4-21	LABEL 80' R/W WITH 3 LANE RD
2	9-22-21	REVISED ROUNDABOUT ARRANGEMENT & PROPERTY ACCESS
3	1-21-22	REV. LAND SWAP PARCEL AND SITE PLAN
4	3-3-22	INCREASE LAND SWAP PARCEL TO 21.89AC & REV. SITE PLAN TO SURVEYED WETLANDS
5	8-1-24	MINOR UPDATES TO LAYOUT AND ADD DUPLEX CRITERIA

DESIGNED BY: DAI
DRAWN BY: MR
CHECKED BY: VJD
SCALE: 1" = 300'
DATE: August 1, 2024
PROJ. NO.: 2008-499



Dunn & Associates, Inc.
CIVIL ENGINEERS / LAND PLANNERS
8647 Baypine Road, Suite 200
Jacksonville, Florida 32256
Phone: (904)363-8916 Fax: (904)363-8917
www.dunneng.com

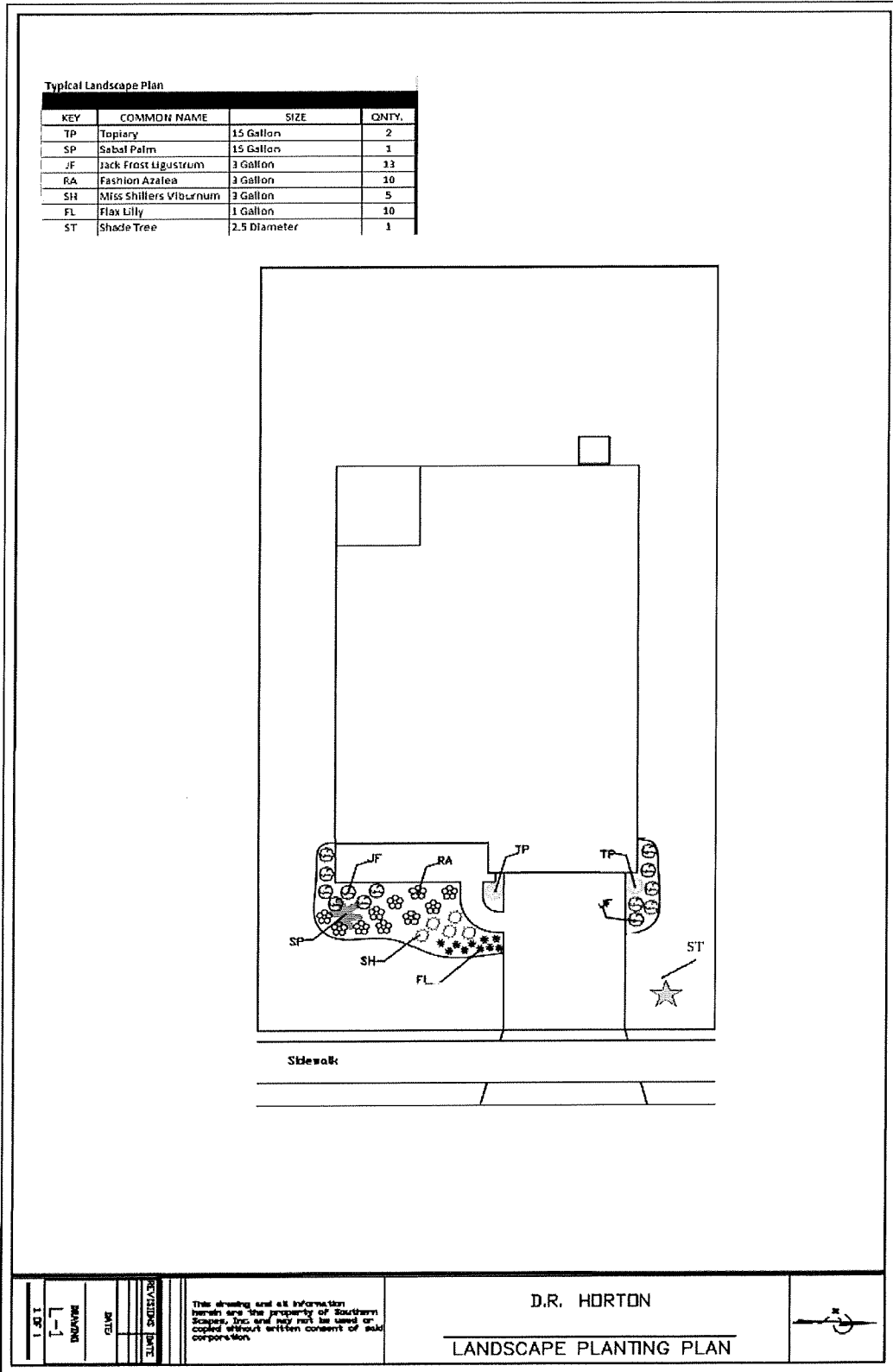
THE ROOKERY
FOR:
D.R. HORTON INC. - JACKSONVILLE
GREEN COVE SPRINGS, FLORIDA
ZONING MAP

VINCENT J. DUNN ENGINEER NO. 98452
DAVID M. TAYLOR ENGINEER NO. 44184
GLEN R. WIEGER ENGINEER NO. 01419
CERTIFICATE OF AUTHORIZATION NO. 27169

Sheet No. 1 of 1
ZM-1
DWG. NO.

EXHIBIT "D"

Typical Landscape Plan





FOR OFFICE USE ONLY		Item #3.
P Z File #	_____	
Application Fee:	_____	
Filing Date:	_____ Acceptance Date: _____	
Review Date:	SRDT _____ P & Z _____ CC _____	

PUD Modification Application

A. PROJECT

- Project Name: Ayrshire
- Address of Subject Property: County Road 15A / Green Cove Avenue
- Parcel ID Number(s): See attached
- Existing Use of Property: Under development
- Future Land Use Map Designation : Residential Low Density (RLD)
- Existing Zoning Designation: Planned Unit Development (PUD)
- Proposed Zoning Designation: Planned Unit Development (PUD)
- Acreage: 5 6 1

B. APPLICANT

- Applicant's Status Owner (title holder) Agent
- Name of Applicant(s) or Contact Person(s): Ellen Avery-Smith, Esq. Title: _____
 Company (if applicable): Rogers Towers, P.A.
 Mailing address: 100 Whetstone Place, Suite 200
 City: St. Augustine State: Florida ZIP: 32086
 Telephone: (904) 824-0879 FAX: (904) 825-4070 e-mail: eaverysmith@rtlaw.com
- If the applicant is agent for the property owner*
 Name of Owner (titleholder): See attached list of owners
 Mailing address: 4220 Race Track Road
 City: St. Johns State: Florida ZIP: 32259
 Telephone: 904) 899-5915 FAX: () e-mail: jrgislason@drhorton.com

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

C. ADDITIONAL INFORMATION

1. 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]
Signature of Applicant

Signature of Co-applicant

Anand Jobalia
Typed or printed name and title of applicant

Typed or printed name of co-applicant

4.24.24
Date

Date

State of Florida County of Volusia

The foregoing application is acknowledged before me this 24 day of April, 2024, by Anand

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

NOTARY SEAL
[Signature]

Signature of Notary Public, State of Florida



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

William Smith
Signature of Co-applicant

Typed or printed name and title of applicant

Elben Arey-Smith
Typed or printed name of co-applicant

Date

4/24/24
Date

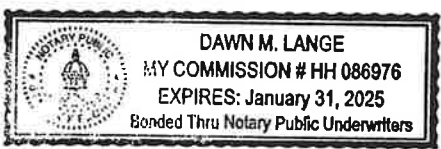
State of Florida

County of St. Johns

The foregoing application is acknowledged before me this 24 day of April, 2024 by _____

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

NOTARY SEAL

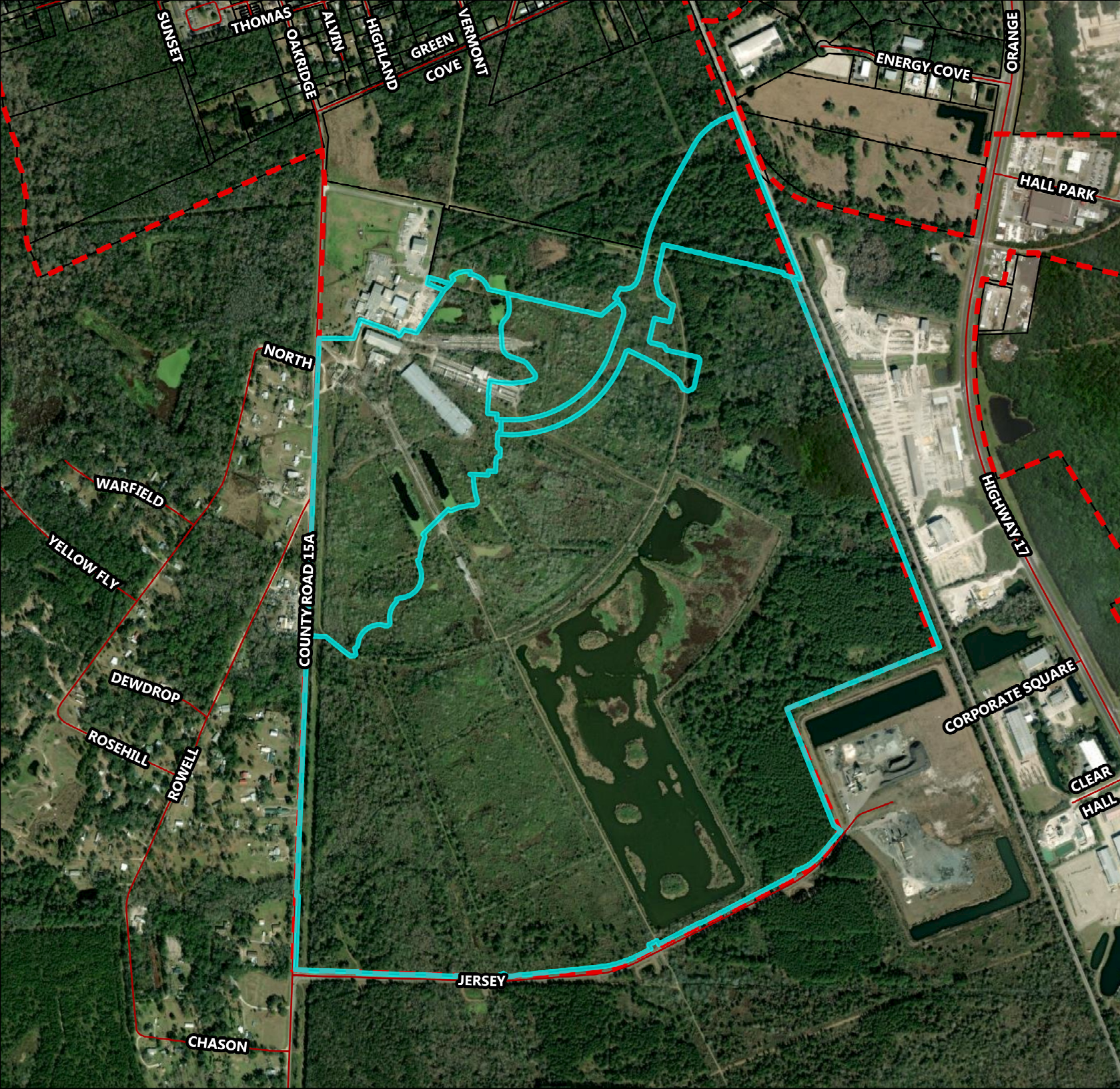


Signature of Notary Public, State of Florida
Dawn M. Lange



Legend

- Roads
- Target Parcel
- Parcels



March 3, 2022
Page 1 of 3

Work Order No. 20-355.06
File No. 127H-15.06A

The Rookery PUD Parcel

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 and a portion of Parcel "A" as described and recorded in Official Records Book 3316, page 1098, both 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 Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established, with the Westerly right of way line of CSX Railroad, a 100 foot right of way as presently established; thence South 21°54'49" East, along said Westerly right of way line, 1424.74 feet to the Point of Beginning.

From said Point of Beginning, thence South 21°54'49" East, continuing along said Westerly right of way line, 1502.39 feet to the Northeast corner of those lands described and recorded in Official Records Book 3855, page 1391, of said Public Records; thence North 77°06'26" West, departing said Westerly right of way line and along the Northerly line of last said lands, 66.98 feet to the Northwesterly corner thereof; thence Southerly along the Westerly boundary line of last said lands 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 that certain Access & Maintenance Easement 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, departing said Westerly boundary line, 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°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°31'05" West, 377.32

March 3, 2022
Page 2 of 3

Work Order No. 20-355.06
File No. 127H-15.06A

The Rookery PUD Parcel (continued)

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 Easterly right of way line of County Road 15A (South Oakridge Avenue), a 100 foot right of way as presently established; thence North $02^{\circ}07'57''$ East, along said Easterly right of way line, 5150.65 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203, of said Public Records; thence Easterly along the Southerly and Southeasterly lines of last said lands the following 9 courses: Course 1, thence South $88^{\circ}31'42''$ East, departing 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 to the Easterly most corner thereof; thence South $58^{\circ}16'29''$ East, departing said Southeasterly line, 30.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 175.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $16^{\circ}53'45''$, an arc length of 51.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $40^{\circ}10'24''$ East, 51.42 feet; thence North $41^{\circ}22'44''$ West, along a non-tangent line, 29.96 feet to a point on a non-tangent curve concave Southerly having a radius of 198.38 feet; thence Easterly along the arc of said curve, through a central angle of $47^{\circ}45'50''$, an arc length of 165.38 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $73^{\circ}41'49''$ East, 160.63 feet; thence South $05^{\circ}22'04''$ West, along a non-tangent line, 24.76 feet to a point on a non-tangent curve concave Southwesterly having a radius of 175.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $67^{\circ}09'24''$, an arc length of 205.12 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $51^{\circ}03'13''$ East, 193.58 feet; thence South $77^{\circ}07'44''$ East, along a non-tangent line, 945.04 feet; thence North $49^{\circ}36'09''$ East, 172.16 feet; thence North $27^{\circ}02'28''$ East, 20.00 feet; thence North $60^{\circ}40'11''$ West, 35.15 feet; thence North $31^{\circ}37'11''$ East, 86.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 120.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $87^{\circ}21'29''$, an arc length of 182.96 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $63^{\circ}04'27''$ East, 165.75 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 950.00 feet, through a central angle of $06^{\circ}31'27''$, an arc length of 108.17 feet to the point of tangency of said curve, said arc being

March 3, 2022
Page 3 of 3

Work Order No. 20-355.06
File No. 127H-15.06A

The Rookery PUD Parcel (continued)

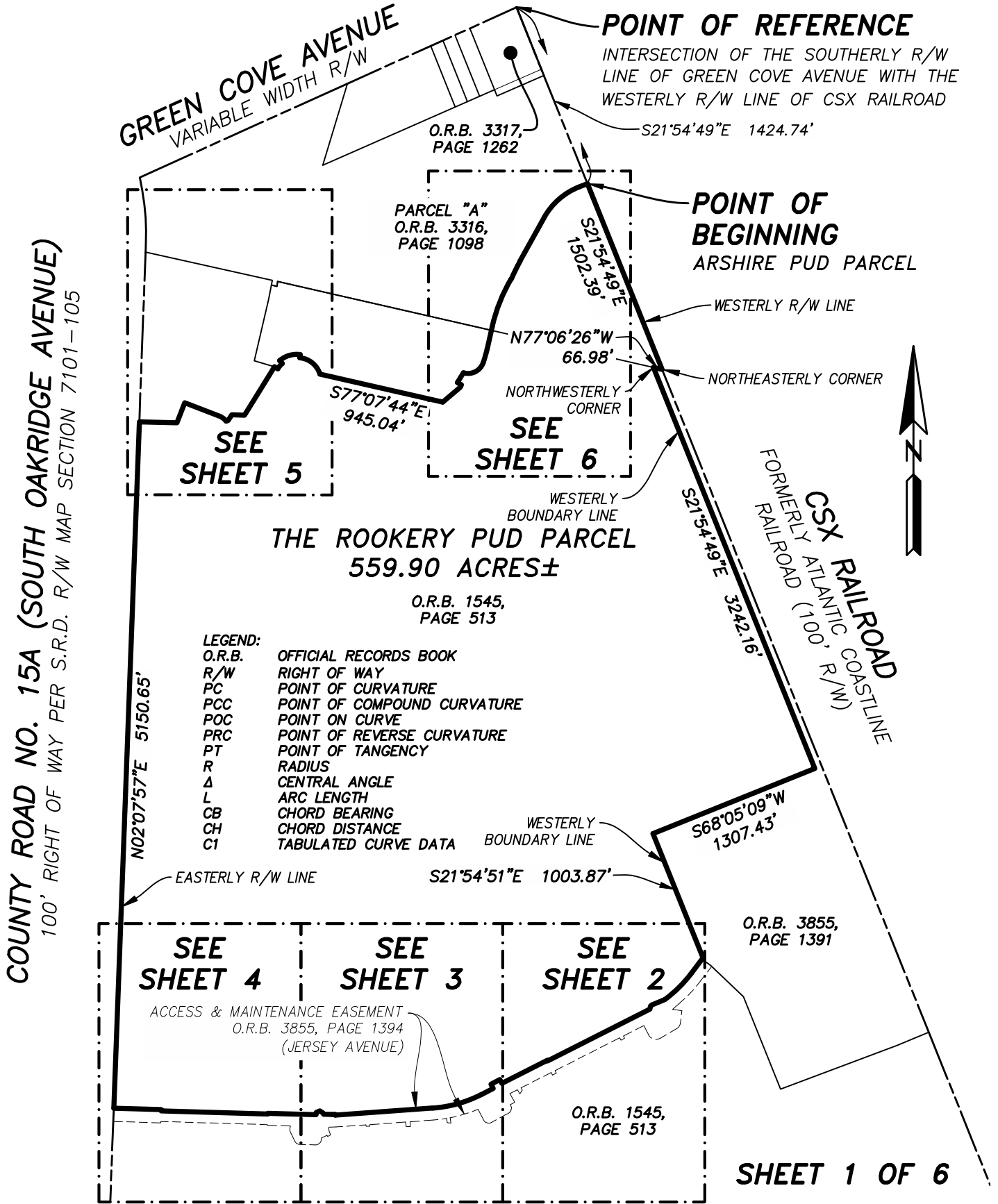
subtended by a chord bearing and distance of North $16^{\circ}08'00''$ East, 108.12 feet; thence North $12^{\circ}52'16''$ East, 174.12 feet to the point of curvature of a curve concave Easterly having a radius of 1250.00 feet; thence Northerly along the arc of said curve, through a central angle of $17^{\circ}35'55''$, an arc length of 383.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $21^{\circ}40'14''$ East, 382.43 feet; thence Northeasterly along the arc of a non-tangent curve concave Southeasterly having a radius of 1441.24 feet, through a central angle of $05^{\circ}53'59''$, an arc length of 148.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $26^{\circ}05'53''$ East, 148.34 feet; thence North $29^{\circ}02'53''$ East, 373.29 feet to the point of curvature of a curve concave Southeasterly having a radius of 517.02 feet; thence Northeasterly along the arc of said curve, through a central angle of $39^{\circ}09'19''$, an arc length of 353.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $48^{\circ}37'32''$ East, 346.49 feet; thence North $68^{\circ}05'11''$ East, along a non-tangent line, 70.00 feet to the Point of Beginning.

Containing 559.90 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

Item #3.

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, AND A PORTION OF PARCEL "A" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3316, PAGE 1098, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

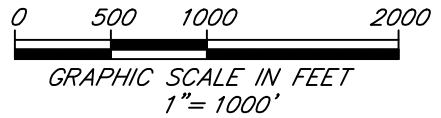


LEGEND:

O.R.B.	OFFICIAL RECORDS BOOK
R/W	RIGHT OF WAY
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
POC	POINT ON CURVE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
C1	TABULATED CURVE DATA

GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE WESTERLY RIGHT OF WAY LINE OF CSX RAILROAD, BEING SOUTH 21°54'49" EAST.



ETM
Surveying & Mapping, Inc.
 VISION • EXPERIENCE • RESULTS

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



Digital Signature by: Bob L. Pittman, P.S.M.

14775 Old St. Augustine Road, Jacksonville, FL. 32258
 Tel: (904) 642-8550 Fax: (904) 642-4165
 Certificate of Authorization No.: LB 3624

SCALE: 1"=1000'
 DATE: MARCH 3, 2022

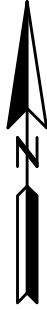
BOB L. PITTMAN
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA PSM No. 4827

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1545, PAGE 513, AND A PORTION OF PARCEL "A" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3316, PAGE 1098, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY.

Item #3.

MATCHLINE SEE SHEET 1

THE ROOKERY PUD PARCEL
559.90 ACRES±



O.R.B. 1545,
PAGE 513

WESTERLY
BOUNDARY LINE
S21°54'51"E 1003.87'
S37°01'31"W 149.07'
R=955.00'
Δ=16°37'06"
L=276.99'
CB=S45°20'05"W
CH=276.02'

S67°24'13"W 105.10'
S53°45'05"W 12.16'
S13°14'26"W 24.72'

NORTHERLY LINE

N26°52'32"W 5.00'
S63°07'28"W 859.11'

ACCESS & MAINTENANCE EASEMENT
O.R.B. 3855, PAGE 1394
(JERSEY AVENUE)

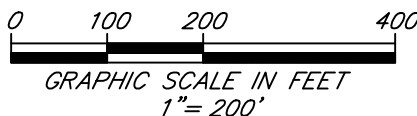
O.R.B. 1545,
PAGE 513

MATCHLINE SEE SHEET 3

S63°07'28"W 382.73'

- LEGEND:
- O.R.B. OFFICIAL RECORDS BOOK
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PCC POINT OF COMPOUND CURVATURE
 - POC POINT ON CURVE
 - PRC POINT OF REVERSE CURVATURE
 - PT POINT OF TANGENCY
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - C1 TABULATED CURVE DATA

SHEET 2 OF 6
SEE SHEET 1 FOR GENERAL NOTES.



PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO.

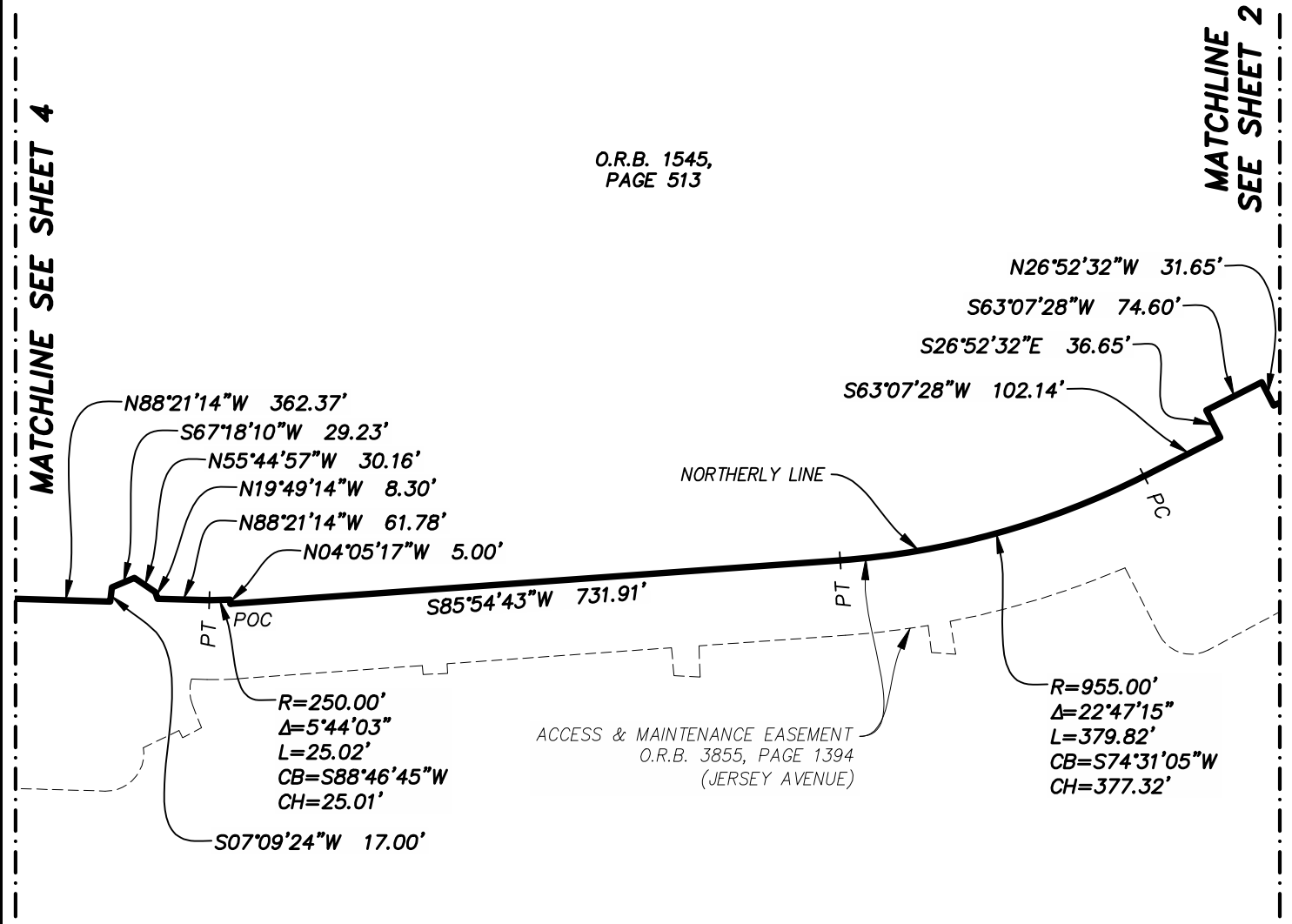
Page 68

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1545, PAGE 513, AND A PORTION OF PARCEL "A" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3316, PAGE 1098, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY.

Item #3.



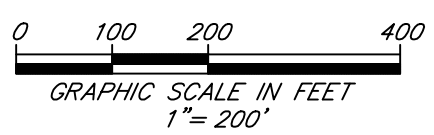
THE ROOKERY PUD PARCEL
559.90 ACRES±



- LEGEND:
- O.R.B. OFFICIAL RECORDS BOOK
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
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 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - C1 TABULATED CURVE DATA

O.R.B. 1545,
PAGE 513

SHEET 3 OF 6
SEE SHEET 1 FOR GENERAL NOTES.



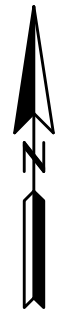
PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. _____

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1545, PAGE 513, AND A PORTION OF PARCEL "A" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3316, PAGE 1098, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY.

Item #3.

MATCHLINE SEE SHEET 1

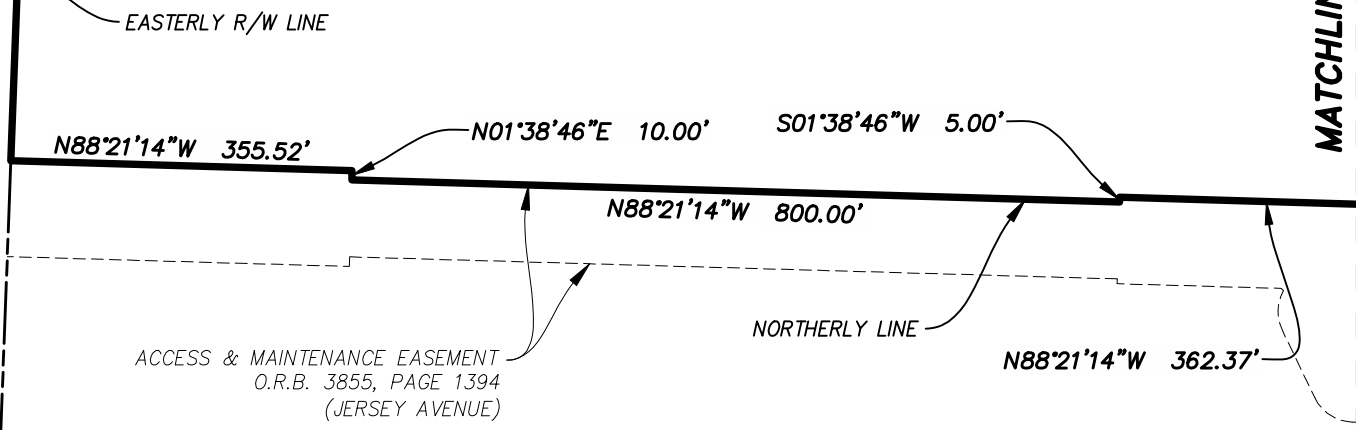
COUNTY ROAD NO. 15A (SOUTH OAKRIDGE AVENUE)
 100' RIGHT OF WAY PER S.R.D. R/W MAP SECTION 7101-105
 N02°07'57"E 5150.65'



THE ROOKERY PUD PARCEL
 559.90 ACRES±

O.R.B. 1545,
 PAGE 513

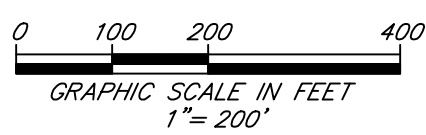
MATCHLINE SEE SHEET 3



ACCESS & MAINTENANCE EASEMENT
 O.R.B. 3855, PAGE 1394
 (JERSEY AVENUE)

O.R.B. 1545,
 PAGE 513

- LEGEND:
- O.R.B. OFFICIAL RECORDS BOOK
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PCC POINT OF COMPOUND CURVATURE
 - POC POINT ON CURVE
 - PRC POINT OF REVERSE CURVATURE
 - PT POINT OF TANGENCY
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - C1 TABULATED CURVE DATA



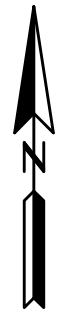
PREPARED BY:
ETM SURVEYING & MAPPING, INC.
 14775 OLD ST. AUGUSTINE ROAD
 JACKSONVILLE, FL 32258 (904) 642-8550
 CERTIFICATE OF AUTHORIZATION NO. _____

SHEET 4 OF 6
 SEE SHEET 1 FOR GENERAL NOTES.

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1545, PAGE 513, AND A PORTION OF PARCEL "A" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3316, PAGE 1098, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY.

Item #3.

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	175.00'	16°53'45"	51.61'	N40°10'24"E	51.42'
C2	198.38'	47°45'50"	165.38'	N73°41'49"E	160.63'
C3	175.00'	67°09'24"	205.12'	S51°03'13"E	193.58'

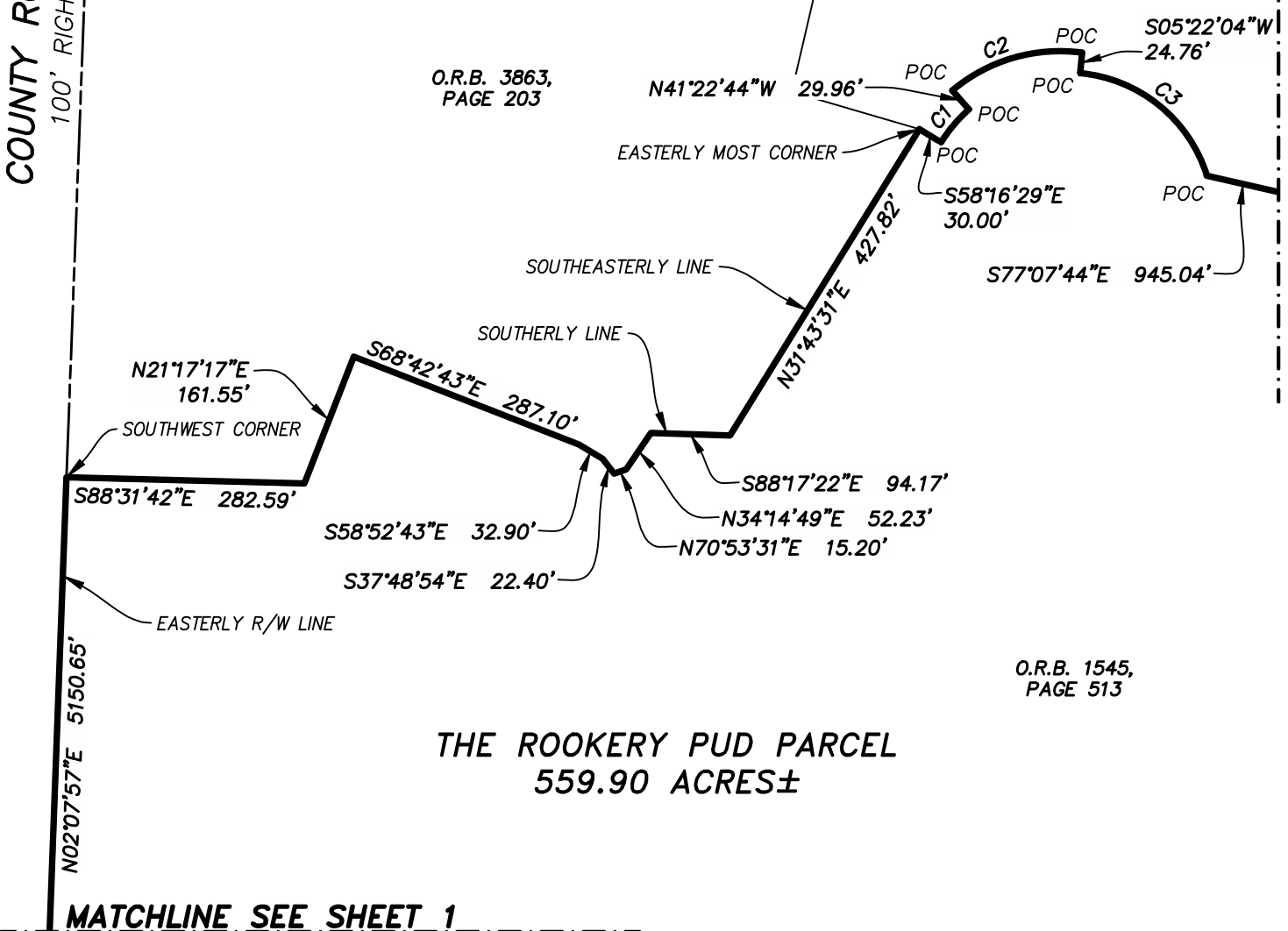


PARCEL "A"
O.R.B. 3316,
PAGE 1098

COUNTY ROAD NO. 15A (SOUTH OAKRIDGE AVENUE)
100' RIGHT OF WAY PER S.R.D. R/W MAP SECTION 7101-105

- LEGEND:
- O.R.B. OFFICIAL RECORDS BOOK
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PCC POINT OF COMPOUND CURVATURE
 - POC POINT ON CURVE
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 - PT POINT OF TANGENCY
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
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 - C1 TABULATED CURVE DATA

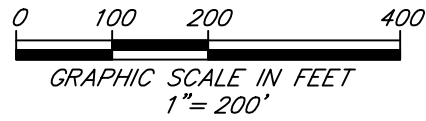
MATCHLINE
SEE SHEET 1



THE ROOKERY PUD PARCEL
559.90 ACRES±

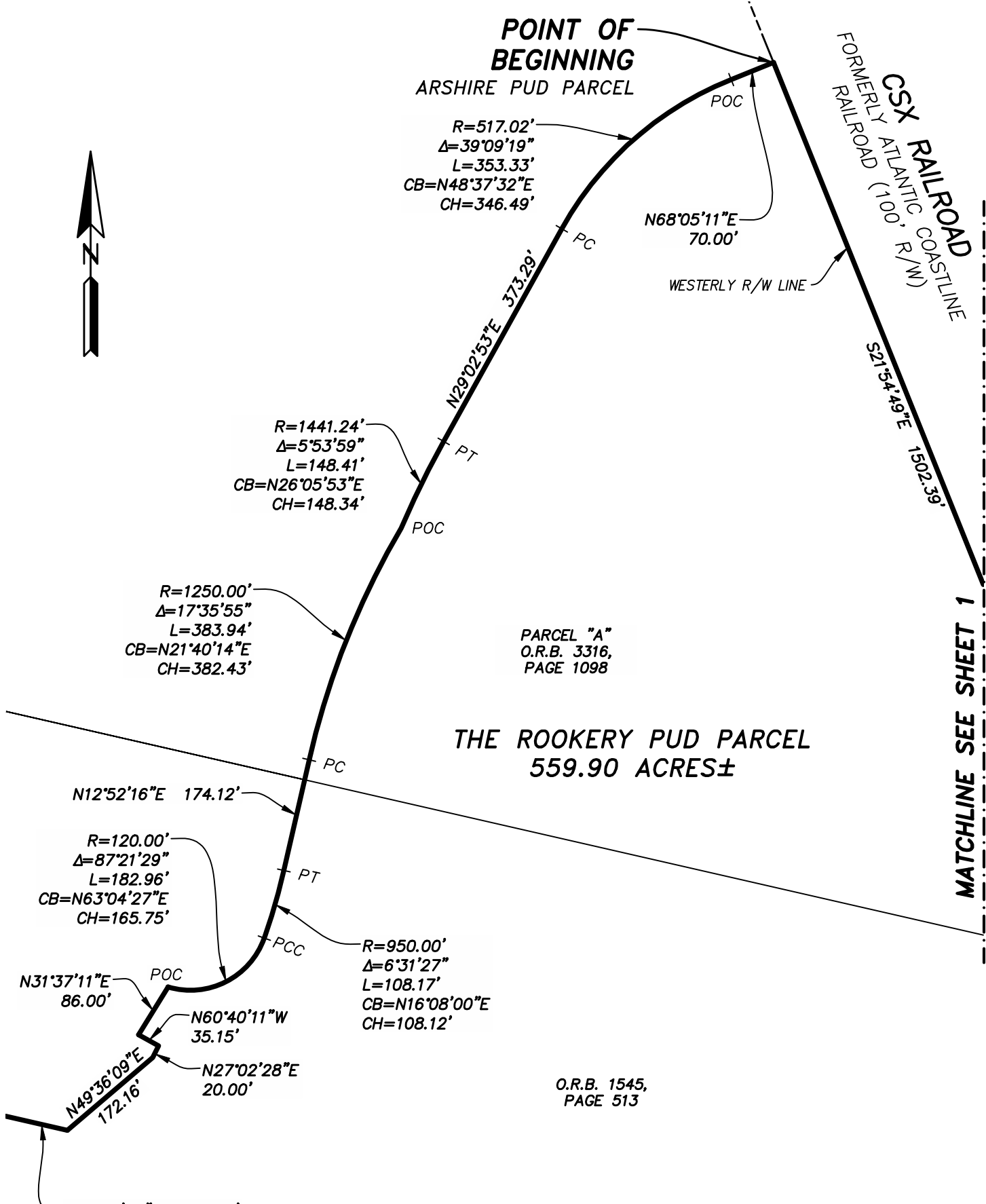
MATCHLINE SEE SHEET 1

SHEET 5 OF 6
SEE SHEET 1 FOR GENERAL NOTES.



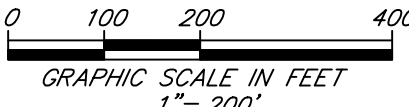
PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. _____

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1545, PAGE 513, AND A PORTION OF PARCEL "A" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3316, PAGE 1098, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY.



- LEGEND:**
- O.R.B. OFFICIAL RECORDS BOOK
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PCC POINT OF COMPOUND CURVATURE
 - POC POINT ON CURVE
 - PRC POINT OF REVERSE CURVATURE
 - PT POINT OF TANGENCY
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - C1 TABULATED CURVE DATA

SHEET 6 OF 6
SEE SHEET 1 FOR GENERAL NOTES.



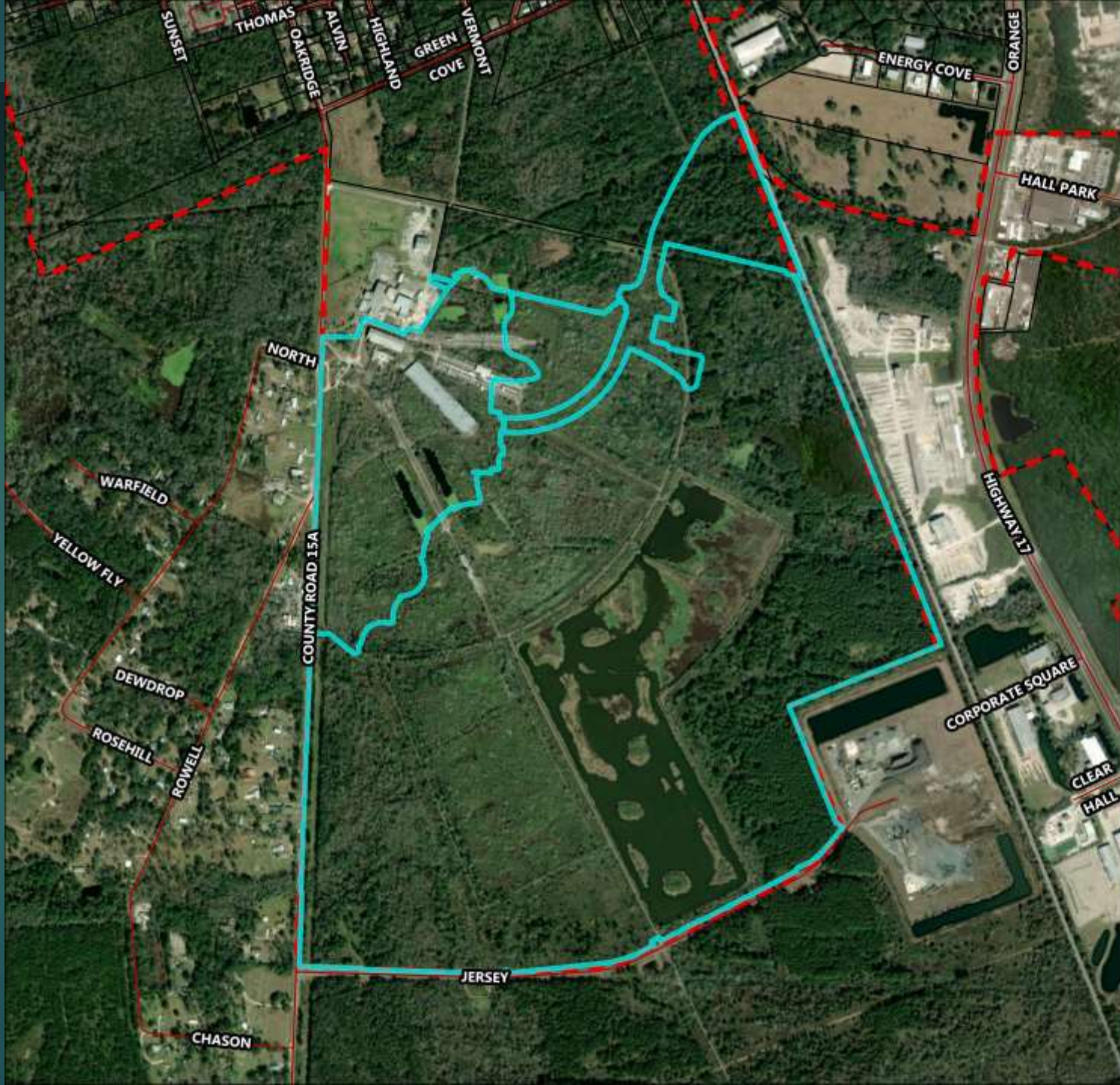
PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. _____

Second and final reading of Ordinance O-17-2024 requesting a modification to the Rookery Planned Unit Development (PUD) regarding the percentages, types and design criteria of proposed housing units

Property and Applicant Information

SUBJECT:	First reading of Ordinance O-17-2024 requesting a modification to the Rookery Planned Unit Development (PUD) regarding the percentages, types and design criteria of proposed housing units
APPLICANT/AGENT:	Ellen Avery-Smith Rogers Towers, P.A.
PROPERTY OWNER:	Rookery Investors LLC ADJ Rookery LLC DR Horton Inc Jacksonville
LOCATION:	South of Green Cove Ave and West of US 17
ACREAGE:	±559.90 acres (Per application and Clay County Property Appraiser)

Property Location



Item #3.

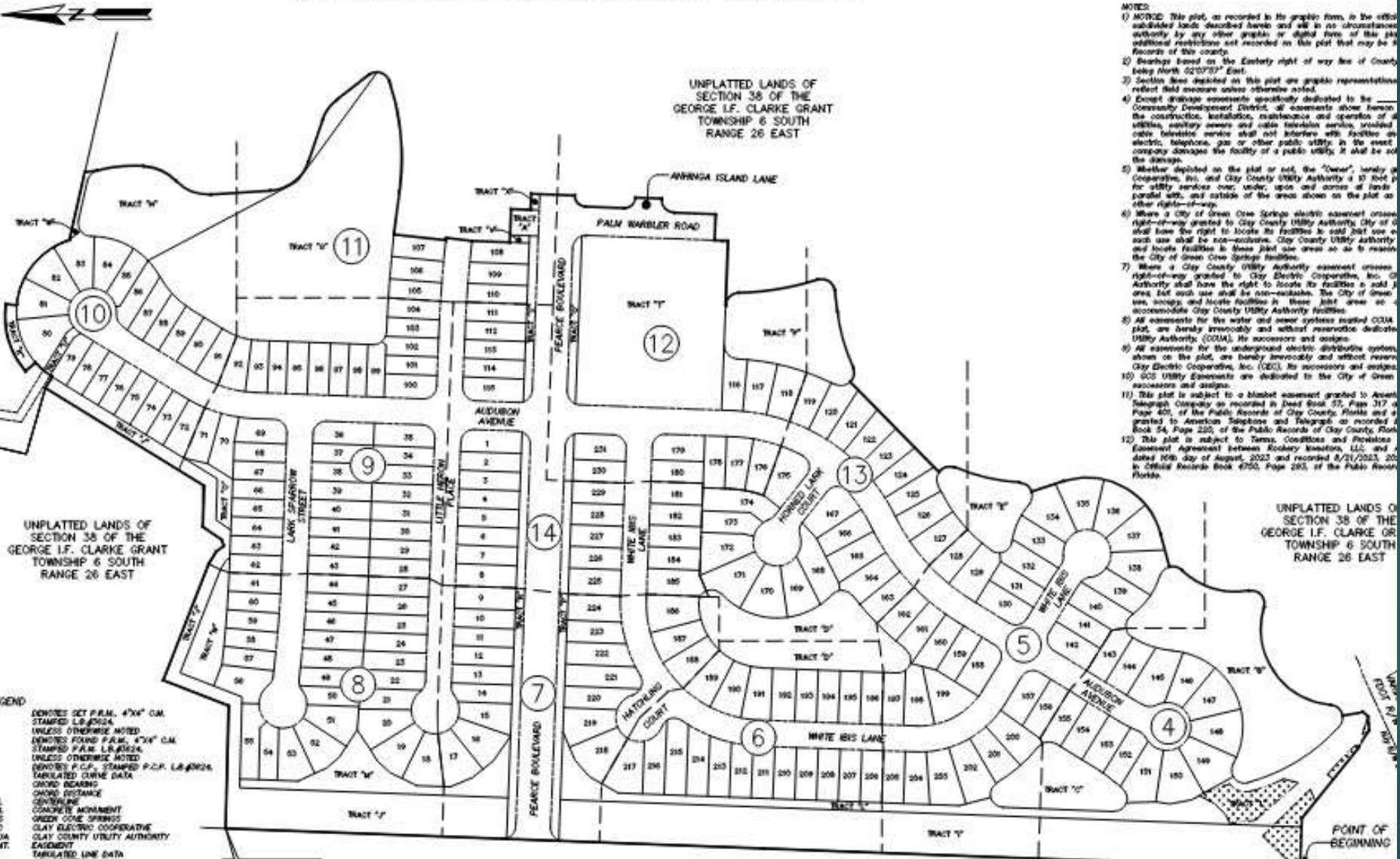
Legend

- Roads
- Target Parcel
- Parcels

ROOKERY PHASE 1

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CITY OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA.

Item #3.



- NOTES:
- 1) NOTICE: This plat, as recorded in its graphic form, is the official subdivided lands described herein and will in no circumstances be altered by any other graphic or digital form of this plat. Additional restrictions not recorded on this plat that may be in the Records of this county.
 - 2) Boundaries based on the Easement right of way line of County being North 02°07'07" East.
 - 3) Section lines depicted on this plat are graphic representations and reflect field measure unless otherwise noted.
 - 4) Except drainage easements specifically dedicated to the Community Development District, all easements show herein the construction, installation, maintenance and operation of a utility, sanitary sewers and cable television service. Irrigated cable television service shall not interfere with facilities for electric, telephone, gas or other public utility. In the event company damages the facility of a public utility, it shall be for the damage.
 - 5) Whether depicted on the plat or not, the "Owner", hereby grants to Clay County Utility Authority a 10' foot easement for utility services over, under, upon and across all lands parallel with, and outside of the areas shown on the plat as other rights-of-way.
 - 6) Where a City of Green Cove Springs electric easement crosses right-of-way granted to Clay County Utility Authority City of Green Cove Springs shall have the right to locate its facilities in such use shall be non-exclusive. Clay County Utility Authority and locate facilities in these joint use areas so as to remain the City of Green Cove Springs facilities.
 - 7) Where a Clay County Utility Authority easement crosses right-of-way granted to Clay Electric Cooperative, Inc. or Authority shall have the right to locate its facilities in such use areas, but such use shall be non-exclusive. The City of Green Cove Springs and locate facilities in these joint use areas so as to accommodate Clay County Utility Authority facilities.
 - 8) All easements for the water and sewer systems located on this plat, are hereby irrevocably and without reservation dedicated to the City of Green Cove Springs Utility Authority (CSUA). Its successors and assigns.
 - 9) All easements for the underground electric distribution systems shown on the plat, are hereby irrevocably and without reservation dedicated to Clay Electric Cooperative, Inc. (CEC). Its successors and assigns.
 - 10) CEC Utility Easements are dedicated to the City of Green Cove Springs and assigns.
 - 11) This plat is subject to a blanket easement granted to Ameri-Telegraph Company as recorded in Deed Book 37, Page 317 of Page 401, of the Public Records of Clay County, Florida and is granted to American Telephone and Telegraph as recorded in Book 54, Page 225, of the Public Records of Clay County, Florida.
 - 12) This plat is subject to Terms, Conditions and Provisions Easement Agreement between Rookery Investors, LLC and dated 10th day of August, 2023 and recorded 8/31/2023, 2023 in Official Records Book 4755, Page 293, of the Public Records of Florida.

Phase 1

UNPLATTED LANDS OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT TOWNSHIP 6 SOUTH RANGE 26 EAST

UNPLATTED LANDS OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT TOWNSHIP 6 SOUTH RANGE 26 EAST

GEND
 DENOTES SET P.M.L. 4"x4" C.M.
 STAMPED L.P.#2524
 UNLESS OTHERWISE NOTED
 DENOTES FOUND P.M.L. 4"x4" C.M.
 STAMPED P.M.L.#18224
 UNLESS OTHERWISE NOTED
 DENOTES P.C.P. STAMPED P.C.P. L.P.#2024
 TABULATED CURVE DATA
 GRADE BEARING
 CHAIN DISTANCE
 CENTERLINE
 CONCRETE MONUMENT
 GREEN COVE SPRINGS
 CLAY ELECTRIC COOPERATIVE
 CLAY COUNTY UTILITY AUTHORITY
 EASEMENT
 TABULATED LINE DATA
 ARC LENGTH
 LICENSED BUSINESS
 NON-RADIAL LOT LINE
 NORTH AMERICAN VERTICAL DATUM
 OFFICIAL RECORDS BOOK
 PLAT BOOK
 POINT OF CURVATURE
 PAGE
 POINT OF TANGENCY
 POINT OF COMPASS CURVATURE
 PERMANENT CONTROL POINT
 POINT OF REVERSE CURVATURE
 PERMANENT REFERENCE MONUMENT
 RADIAL LOT LINE
 RADIAL
 RIGHT OF WAY
 CENTRAL ANGLE
 SHEET REFERENCE NUMBER
 MATCHLINE

STATE PLANE GRID
 N: 20450701.6236
 E: 4326751.9466

Line/Line
 20mg PUD & REC
 Area 74.06 Acres
 Number of Lots 231
 Minimum Lot Width: 43 feet

Building Setbacks
 Minimum Front Setback: 30 feet for front (back of garage)
 Minimum Side Setback: 15 feet for front facade
 Minimum Side Setback: 47' into 0.5' set, wider into 5' set
 Minimum Rear Setback: 10 feet



STATE PLANE GRID
 N: 2045233.6212
 E: 4326660.0425

POINT OF BEGINNING
 ED & W LINE
 M020797E 4762.00

POINT REFERE
 INTERSECTION OF THE N
 STATE ROAD No. 25 W
 R/W LINE OF COUNTY A

PREPARED BY:
 ETM SURVEYING & MAP
 14775 OLD ST. AUGUSTINE
 JACKSONVILLE, FL 32258 (904)
 CERTIFICATE OF AUTHORIZATION A

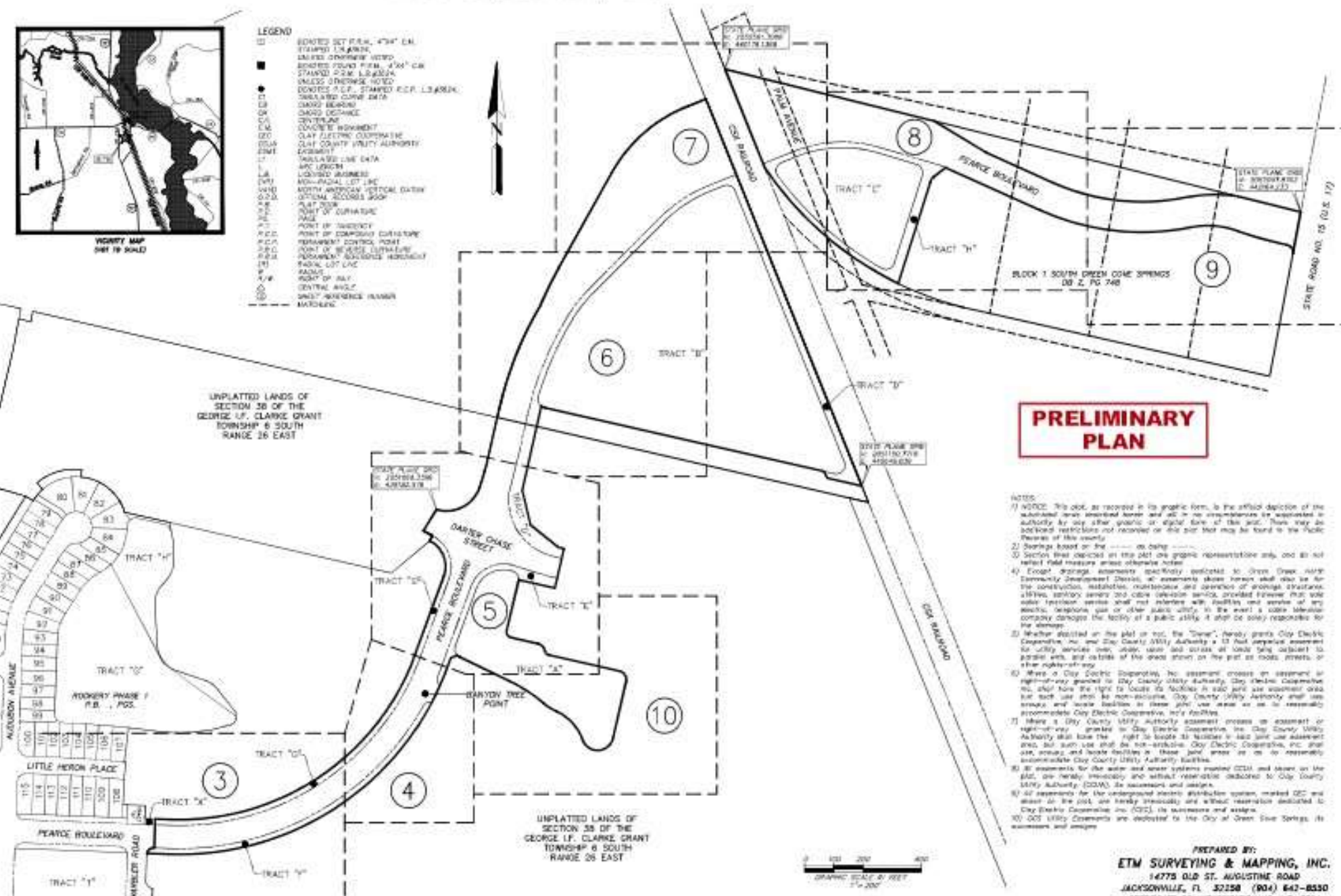
ROOKERY PHASE 2A

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA.

Item #3.

Phase 2A

- LEGEND**
- EDITED SET P.M. 434' O.A.
 - STAMPED L.A. AREA
 - EDITED CENTER MARK
 - EDITED FOUND P.M. 434' O.A.
 - STAMPED P.M. L.A. AREA
 - UNLESS OTHERWISE NOTED
 - EDITED S.C.P. STAMPED E.C.P. L.A. AREA
 - UNPLATTED CURVE DATA
 - CHORD BEARING
 - CHORD DISTANCE
 - CENTERLINE
 - CONCRETE MONUMENT
 - CLAY ELECTRIC COOPERATIVE
 - CLAY COUNTY UTILITY AUTHORITY
 - ELEVATION
 - TANGENT LINE DATA
 - ARC LENGTH
 - LOCATED BUSINESS
 - NON-RADIAL LOT LINE
 - NORTH AMERICAN VERTICAL DATUM
 - OPTIMAL RECORDS BOOK
 - PLAT BOOK
 - POINT OF CURVATURE
 - PALE
 - POINT OF TANGENCY
 - POINT OF COMPOUND CURVATURE
 - REPARMENT CONTROL POINT
 - POINT OF REVERSE CURVATURE
 - PERMANENT SURVEY MONUMENT
 - RADIAL LOT LINE
 - RADIAL
 - RIGHT OF WAY
 - CENTRAL ANGLE
 - SPLIT REFERENCE NUMBER
 - MARKING



UNPLATTED LANDS OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT TOWNSHIP 6 SOUTH RANGE 26 EAST

UNPLATTED LANDS OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT TOWNSHIP 6 SOUTH RANGE 26 EAST

PRELIMINARY PLAN

- NOTES:**
- 1) NOTICE: This plat, as received in its graphic form, is the official depiction of the subdivided lands described herein and all in no circumstances be accepted in authority by any other person or official body of this state. There may be additional restrictions not recorded on this plat that may be found in the Public Records of this county.
 - 2) Bearings based on the ----- as being -----
 - 3) Section lines depicted on this plat are graphic representations only, and do not reflect field measure areas otherwise shown.
 - 4) Except drainage easements specifically indicated on Green Creek North Community Development District, all easements shown herein shall also be for the construction, installation, maintenance and operation of drainage structures, ditches, sanitary sewers and other collection services, provided however that said other collection services shall not interfere with facilities and service of any electric, telephone, gas or other public utility. In the event a cable television company damages the facility of a public utility, it shall be solely responsible for the damage.
 - 5) Whether depicted on the plat or not, the "Owner" hereby grants Clay Electric Cooperative, Inc. and Clay County Utility Authority a 10-foot perpetual easement for utility services (gas, water, sewer and electric) and other lines being dedicated to public use, and outside of the areas shown on the plat as roads, streets, or other rights-of-way.
 - 6) Where a Clay County Cooperative, Inc. easement crosses an easement or right-of-way granted to Clay County Utility Authority, Clay Electric Cooperative, Inc. shall have the right to locate its facilities in said joint use easement areas but such use shall be non-exclusive. Clay County Utility Authority shall use, occupy and locate facilities in these joint use areas as to its easement accommodate Clay Electric Cooperative, Inc.'s facilities.
 - 7) Where a Clay County Utility Authority easement crosses an easement or right-of-way granted to Clay Electric Cooperative, Inc. Clay County Utility Authority shall have the right to locate its facilities in said joint use easement areas, but such use shall be non-exclusive. Clay Electric Cooperative, Inc. shall use, occupy and locate facilities in these joint use areas as to its easement accommodate Clay County Utility Authority facilities.
 - 8) All easements for the water and sewer systems owned (COU) and shown on the plat, are hereby irrevocably and without reservation dedicated to Clay County Utility Authority (COU), its successors and assigns.
 - 9) All easements for the underground electric distribution system, marked DEC and shown on the plat, are hereby irrevocably and without reservation dedicated to Clay Electric Cooperative, Inc. (CEC), its successors and assigns.
 - 10) COU Utility Easements are dedicated to the City of Green Cove Springs, its successors and assigns.



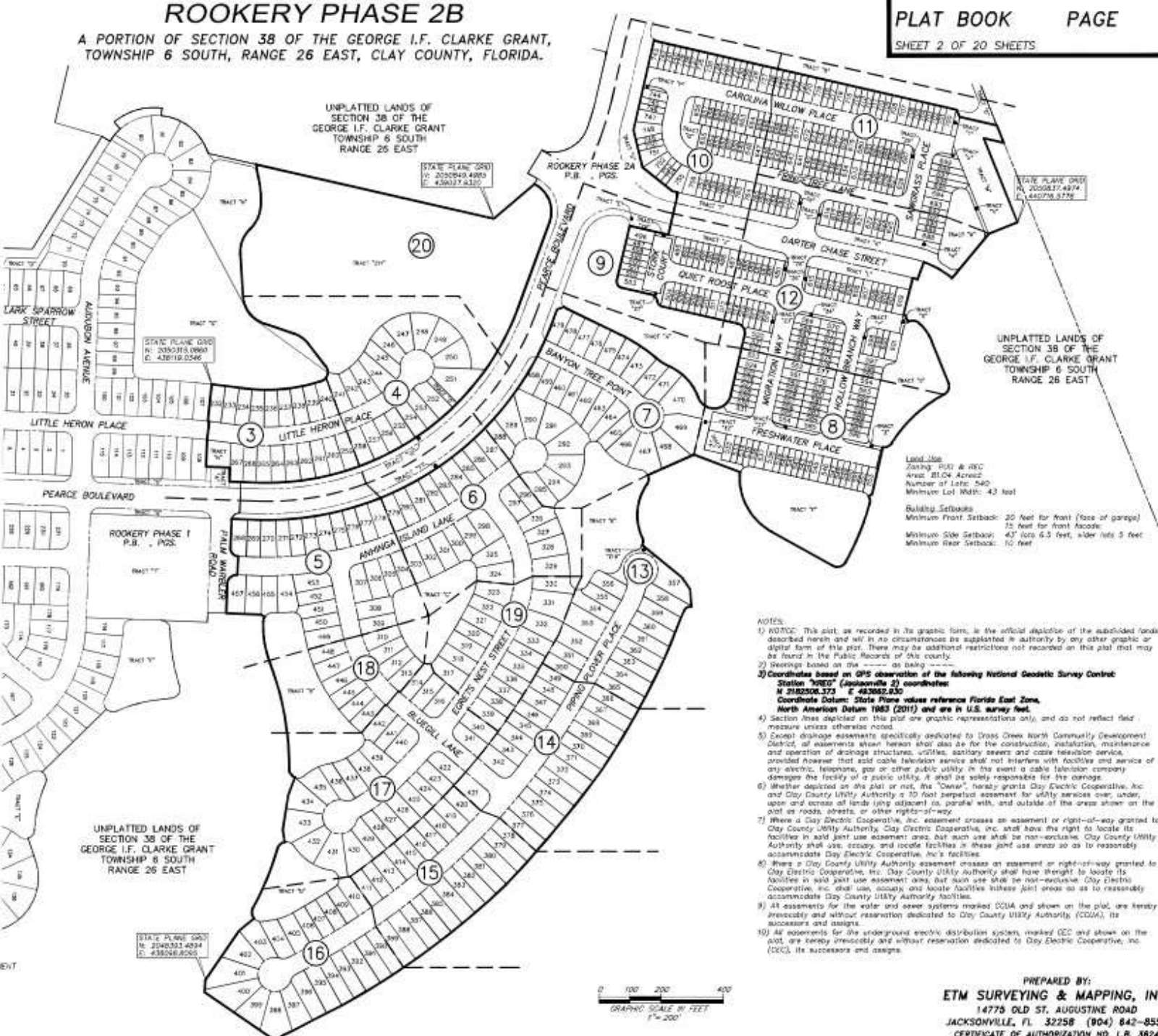
PREPARED BY:
ETM SURVEYING & MAPPING, INC.
 14775 OLD ST. AUGUSTINE ROAD
 JACKSONVILLE, FL 32258 (904) 642-8550
 CERTIFICATE OF AUTHORIZATION NO. L.R. 3824

ROOKERY PHASE 2B

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA.

Item #3.

Phase 2B



Land Use:
Zoning: R10 & R10C
Area: 81.04 Acres
Number of Lots: 540
Minimum Lot Width: 43 feet

Building Setbacks:
Minimum Front Setback: 20 feet for front (face of garage)
75 feet for front facade
Minimum Side Setback: 43' for 6.5 feet, wider lots 5 feet
Minimum Rear Setback: 10 feet

- NOTES:**
- 1) NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of this plat. There may be additional restrictions not recorded on this plat that may be found in the Public Records of this county.
 - 2) Bearings based on the ----- as being -----
 - 3) Coordinates based on GPS observation of the following National Geodetic Survey Control Station "1987" (Jacksonville 2) coordinates:
N 2182508.373 E 483662.830
Coordinate Datum: State Plane values reference Florida East Zone, North American Datum 1983 (2011) and are in U.S. survey feet.
 - 4) Section lines depicted on this plat are graphic representations only, and do not reflect field measure unless otherwise noted.
 - 5) Except drainage easements specifically dedicated to Deep Creek North Community Development District, all easements shown herein shall also be for the construction, installation, maintenance and operation of drainage structures, utilities, sanitary sewers and cable television service, provided however that said cable television service shall not interfere with facilities and service of any electric, telephone, gas or other public utility. In the event a cable television company damages the facility of a public utility, it shall be solely responsible for the damage.
 - 6) Whether depicted on this plat or not, the "Owner" hereby grants Clay Electric Cooperative, Inc. and Clay County Utility Authority a 10 foot perpetual easement for utility services over, under, upon and across all lands lying adjacent to, parallel with, and outside of the area shown on the plat or roads, streets, or other right-of-way.
 - 7) Where a Clay Electric Cooperative, Inc. easement crosses an easement or right-of-way granted to Clay County Utility Authority, Clay Electric Cooperative, Inc. shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay County Utility Authority shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate Clay Electric Cooperative, Inc.'s facilities.
 - 8) Where a Clay County Utility Authority easement crosses an easement or right-of-way granted to Clay Electric Cooperative, Inc. Clay County Utility Authority shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay Electric Cooperative, Inc. shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate Clay County Utility Authority facilities.
 - 9) All easements for the water and sewer systems marked CCWA and shown on the plat, are hereby irrevocably and without reservation dedicated to Clay County Utility Authority (CCWA), its successors and assigns.
 - 10) All easements for the underground electric distribution system, marked CEC and shown on the plat, are hereby irrevocably and without reservation dedicated to Clay Electric Cooperative, Inc. (CEC), its successors and assigns.



PREPARED BY:
ETM SURVEYING & MAPPING, INC
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 842-8556
CERTIFICATE OF AUTHORIZATION NO. L.B. 3824

Page 78

PUD Agreement Proposed Modifications

- ▶ **Current PUD Written Description**

- ▶ **C. Residential Development**

The property will include a maximum of 2,100 residential units, which will include a single-family and townhouse dwellings. No more than 30 percent of the residential units will be townhomes.

- ▶ **Proposed Revision:**

- ▶ **C. Residential Development**

The property will include a maximum of 2,100 residential units, which will include single-family homes, duplexes, and townhomes. No more than 30 percent of the residential units will be townhomes, and no more than 10 percent of the residential units will be duplexes.

- ▶ **Additional Revisions:**

- ▶ **Site and Locational Development Criteria**

Housing

- ▶ **Objective 3.1**

- ▶ The City shall foster the provision of 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

- ▶ **Policy 3.1.2**

- ▶ The City shall promote the development of housing types for all income ranges, including low- and moderate-income households.

- ▶ 2022 Comprehensive Plan Data and Analysis:

- ▶ *The housing stock of Green Cove Springs is predominately comprised of single family detached dwellings, with limited options available for those who desire and/or necessitate more dense housing types*

PUD Agreement Proposed Modifications

▶ Parking Requirements:

- ▶ Each duplex unit will have two (2) parking spaces. Duplex units 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.
- ▶ No parking is permitted on private streets maintained by the HOA
- ▶ Public streets only allow parking on one side of the street per the HOA/PUD, lot size/layout for duplexes will dictate where on-street parking would be allowed if any within a duplex development at development review.

Staff Recommendation

Staff is recommending approval of the proposed PUD modification request. The Planning and Zoning Commission unanimously approved the request on July 23, 2024.

RECOMMENDED MOTION:

Motion to recommend approval of the second and final reading of Ordinance O-17-2024 regarding amending and restating the PUD text and concept plan pursuant to revisions to the percentages, types and design criteria of proposed housing units within the Rookery PUD.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** September 3, 2024
FROM: Gabriel Barro, Planning and Zoning
SUBJECT: Second and final reading of Ordinance O-16-2024 - Request for rezoning of 24.22 acres of property located in the 4000 block of South US 17:
 From: MUH, Mixed Use Highway
 To: C-2, General Commercial

PROPERTY DESCRIPTION

APPLICANT: Ellen Avery Smith, Rogers Towers, PA **OWNER:** DR Horton Inc.

PROPERTY LOCATION: West of US17 and East of Rookery Development

PARCEL NUMBER: Parcel # 016579-000-00

FILE NUMBER: ZON-24-004

CURRENT ZONING: MUH, Mixed Use Highway

FUTURE LAND USE DESIGNATION: Industrial

SURROUNDING LAND USE

NORTH: **FLU:** Industrial
Z: Mixed-Use Highway
Use: Undeveloped

SOUTH: **FLU:** Industrial
Z: IB Heavy Industrial / Industrial
 Select (County)
Use: Single Family / Light
 Manufacturing

EAST: **FLU:** Industrial
Z: IB Heavy Industrial (County)
Use: Light manufacturing / Vacant

WEST: **FLU:** Neighborhood / Public
Z: PUD / Recreational
Use: Vacant

BACKGROUND

The property was annexed into the City in 2008 as part of the Energy Cove Industrial Park and given a Future Land Use Designation of Mixed-Use Highway. The zoning for the property, in conformance with the Mixed Use Highway Land Use Designation, includes 16.92 acres as M-2 Industrial and 7.25 acres as C-2 General Commercial. As part of the Comprehensive Plan update in 2022, the Future Land Use designation was changed to Industrial.

The property owner, DR Horton, Inc-Jacksonville, along with partner ADJ Rookery LLC are in the process of developing the 561-acre property to the west of the subject property into a 2,100-unit residential development named the Rookery. As part of the Rookery development, a spine road, Pearce Boulevard is being constructed from the Rookery development to the west over the Railroad tracks onto the subject property to connect to US 17. A signalized intersection, directly across from Hall Park Road is planned at US 17 with the new roadway to the west and Hall Park Road to the east.

The applicant, Rogers Tower PA, has requested a re-zoning for the property located on the Western edge of US17, located to the East of the current Rookery Development site, for parcel 016579-000-00, from MUH, Mixed Use Highway to C-2, General Commercial.

Excerpts of the Rookery development plan and the Pearce Boulevard connection to US 17 through the subject property are provided in the packet.

PROPERTY DESCRIPTION:

The property covers approximately 24.22 acres and is located between US 17 and the CSX Rail line, south of Energy Cove Ln. Currently, the property is vacant and is mostly open fields with scattered hardwood and pine trees.

Phase 1 of the Rookery development will see 231 single-family houses constructed, followed by Phase 2A which will see the beginning of Pearce Blvd. Phase 2B will include an additional 248 single-family houses as well as 292 townhomes.

Pearce Blvd will begin at S Oakridge Ave, running east through Phase 1 and Phase 2B. This road will then cross over the CSX rail line and along the northern boundary of the subject property until it connects to US17. Once completed, Pearce Blvd will take up approximately half of the available space of the subject property. 14 acres of the subject property will remain.

Figure 1. Aerial Map



Figure 2. Current Zoning

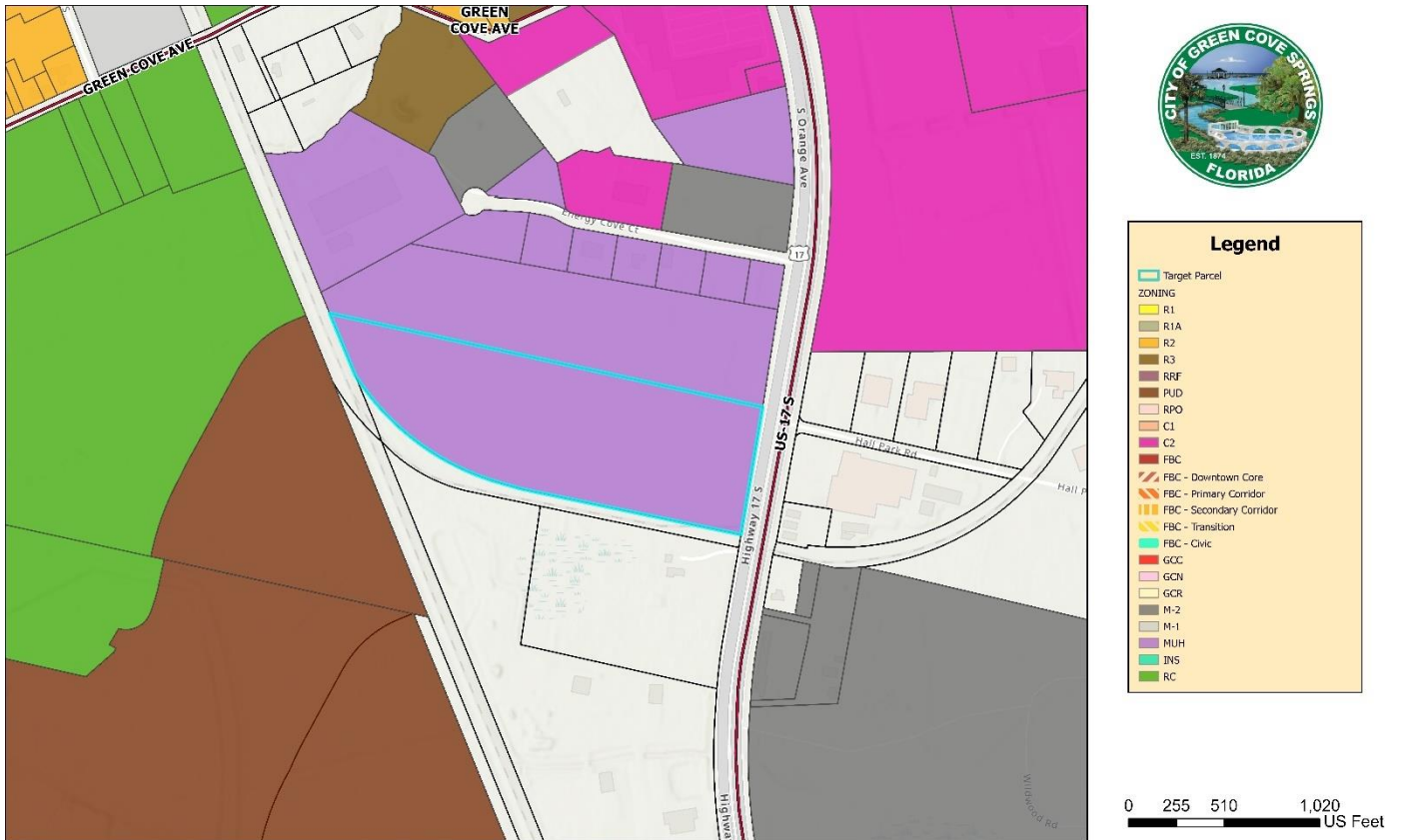


Figure 3. Proposed Zoning



The site is located within the City’s Water, Sewer Service, and Electric Boundaries. It will be served by the City’s utilities and sanitation services.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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.

Policy 1.1.1 e: Industrial (IND): This FLUC is intended to accommodate primarily light and heavy manufacturing, distribution, and storage, in addition to heavy commercial and professional office uses.

iii. Density: NA iv. Maximum Intensity: 0.6 FAR.

Policy 1.2.6 The City shall require new development to connect to the City’s centralized potable water and sanitary sewer system.

TRANSPORTATION ELEMENT

Objective 2.8 Site Development Traffic Circulation: All future development shall be required to provide an adequate internal circulation system that is integrated into the surrounding network and minimizes impacts on the existing system.

Policy 2.5.6 The LDC shall require developments that locate on a principal or minor arterial to:

d. Provide adequate and safe entrance intersection(s) including turn lanes, acceleration/deceleration lanes, signalization, signage, and pavement marking as appropriate, and

e. Prevent the creation of hazardous traffic conditions, such as excessive curb cuts which may interfere with the function of the roadway.

CONSERVATION ELEMENT

Goal 1: The city shall conserve, utilize, and protect its natural resources to ensure that adequate resources are available for future generations.

Objective 5.2 Manage Development Impacts: Land development code shall protect ecological systems which are sensitive to development impacts and provide important natural functions for maintenance of environmental quality. Soil conditions, native vegetative communities (including forests), natural drainage areas, and wetlands shall be evaluated to ensure development impacts are minimized.

Policy 5.2.1 The city shall ensure the preservation of native and significant vegetative communities through the implementation of its Landscape and Tree Protection Ordinance

PUBLIC FACILITIES IMPACT

Traffic Impacts

Land Use ¹ (ITE)	Square Footage/Dwelling Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Existing ²	633,000	NA	11,135	NA	546	NA	1,081
Shopping Center**	633,000	42. 70	27,030	.96	608	3.7 1	2,348
Adjusted for Pearce Blvd	370,869	42. 70	15,836	.96	356	3.7 1	1,376

1. Source: Institute of Transportation Engineers: Trip Generation Manual 9th Edition

2. Calculated by adding 70% of Industrial Park uses with 30% of Shopping Center uses (MUH zoning)

Conclusion: There are no development plans at this time as a result, the traffic impacts were calculated two: the maximum floor area ratio (.6)* based on the assumption of a Shopping Center at a maximum FAR of .6 per the comprehensive plan requirements. Actual development plans will have a lower impact due to the proposed Pearce Boulevard roadway improvement which will take up significant portions of the acreage thereby leaving a much smaller buildable area, as well as meeting the site plan requirements. Project uses will be required to pay the applicable mobility fees prior to final construction approval to mitigate for transportation impacts. For a large shopping center, they would pay \$10,997 per 1,000 square feet of floor area.

Potable Water Impacts

Commercial

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	4,200,000
Less actual Potable Water Flows ¹	1,013,000
Residual Capacity ¹	3,187,000
Projected Potable Water Demand from Proposed Project ²	69,653
Residual Capacity after Proposed Project	3,115,126

1. Source: City of Green Cove Springs Public Works Department

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: .11 x sq ft (based on historical data)

Conclusion: The impact was calculated based on potential industrial uses. As shown in the table above, there is adequate capacity for this use of type. The City has existing water lines installed at this location.

Sanitary Sewer Impacts – South Plant WWTP

Commercial

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	350,000
Current Loading ¹	270,000
Committed Loading ¹	330,000
Projected Sewer Demand from Proposed Project ²	69,653
Residual Capacity after Proposed Project	-321,874

1. Source: City of Green Cove Springs Public Works Department

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: .11 x sq ft (based on historical data)

Conclusion: The impact was calculated based on potential commercial or residential uses. The project site is served by the South Plant Wastewater Treatment Plant (WWTP). As shown in the table above, when factoring in the current loading and the committed loading, this WWTP is over capacity to handle the estimated impacts resulting from the proposed application. The committed loading is related to the Rookery Development which will be completed in two years prior to the commencement of this project. At such time, the Rookery capacity will be served by a new wastewater treatment facility provided by the Clay County Utility Authority. Once the facility is built, the capacity temporarily reserved to the Rookery shall be available for this development. In addition, the remaining demand will be sent via force main to the Harbor Road plant, where the City has an excess capacity of approximately 700,000 gallons per day. As a result, there is adequate capacity. The City has existing sewer lines at this location.

Solid Waste Impacts

Commercial

System Category	LBs Per Day / Tons per Year
Solid Waste Generated by Proposed Project ¹	None
Solid Waste Facility Capacity ²	Minimum 3 Years Capacity

1. Source: City of Green Cove Springs does not provide commercial sanitation services, prospective sanitation collection franchisees shall comply with City Code Section 66-10.

Solid Waste Impacts

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. For commercial developments, the City does not provide Curbside Service; commercial locations must instead contract with an approved franchisee for containerized collection.

EXISTING ZONING

Mixed Use Highway (MUH) - 70% industrial and 30% commercial land uses. The industrial land uses primarily consist of storage, warehousing, and light manufacturing facilities. The commercial land uses primarily consist of retail and service establishments, such as business and professional offices, hotels, automobile sales, service and repair, and restaurants. No residential land uses are permitted. The maximum Floor Area Ratios for the industrial land uses shall be .70 and the commercial land uses shall have a maximum Floor Area Ratio of .30

PROPOSED ZONING

The commercial high intensity (CHI), C-2 general commercial zoning category district is intended for intensive commercial uses which generally require a conspicuous and accessible location convenient to streets carrying large volumes of traffic.

STAFF COMMENTS

This zoning category is intended for intensive commercial uses which generally require a conspicuous and accessible location convenient to streets carrying large volumes of traffic.

C-2 uses include commercial uses and drive through facilities typically associated with high intensity uses adjacent to arterial roadways.

C-2 Zoning is compatible with the Industrial Future Land Use Designation as set forth in City LDC, Sec. 117-2(c).

This property owner in coordination with the Rookery Residential Development will construct a signalized intersection upon completion of Pearce Boulevard at the US 17 Intersection across from Hall Park Road. This will create safer vehicular turning movements and is conducive for high volume commercial development.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request to C-2, General Commercial.

RECOMMENDED MOTION:

Motion to recommend approval of the second and final reading of Ordinance O-16-2024 to amend the Zoning of Parcel ID 016579-000-00 from MUH, Mixed Use Highway to C-2, General Commercial.

ORDINANCE NO. O-16-2024

AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA REZONING ±24.22 ACRES OF REAL PROPERTY GENERALLY LOCATED ON US HIGHWAY 17 S, IDENTIFIED AS OF A PORTION TAX ID NUMBER 016579-000-00, MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM MUH, MIXED USE HIGHWAY TO C-2, COMMERCIAL HIGH INTENSITY; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the City has received a request to rezone the subject parcel from Mixed Use Highway (MUH) to Commercial High Intensity (C-2); and

WHEREAS, the City has the authority pursuant to its home rule and other statutory powers to rezone properties within the City; and

WHEREAS, a duly advertised public hearing was conducted on the proposed rezoning on June 23, 2024 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 a duly advertised public hearing on August 6, 2024 and September 3, 2024 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. Zoning Map Amended. The Zoning Map is hereby amended for the following property from Mixed Use Highway to Commercial High Intensity (C-2). A portion of Tax Parcel Number 38-06-26-016579-000-00 in accordance with the legal description found in Exhibit “A” and map found in Exhibit “B” attached hereto.

Section 2. 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 3. Repealing Clause. All ordinance or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 4. 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 5. Effective Date. 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 City that the plan amendment package is complete in accordance with Chapter 163.3184 F.S. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administrative Council enters a final order determining this adopted amendment to be in compliance in accordance with Chapter 163.3184 F.S. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this plan amendment has become effective.

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 6th DAY OF AUGUST 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, 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 3rd DAY OF SEPTEMBER 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney

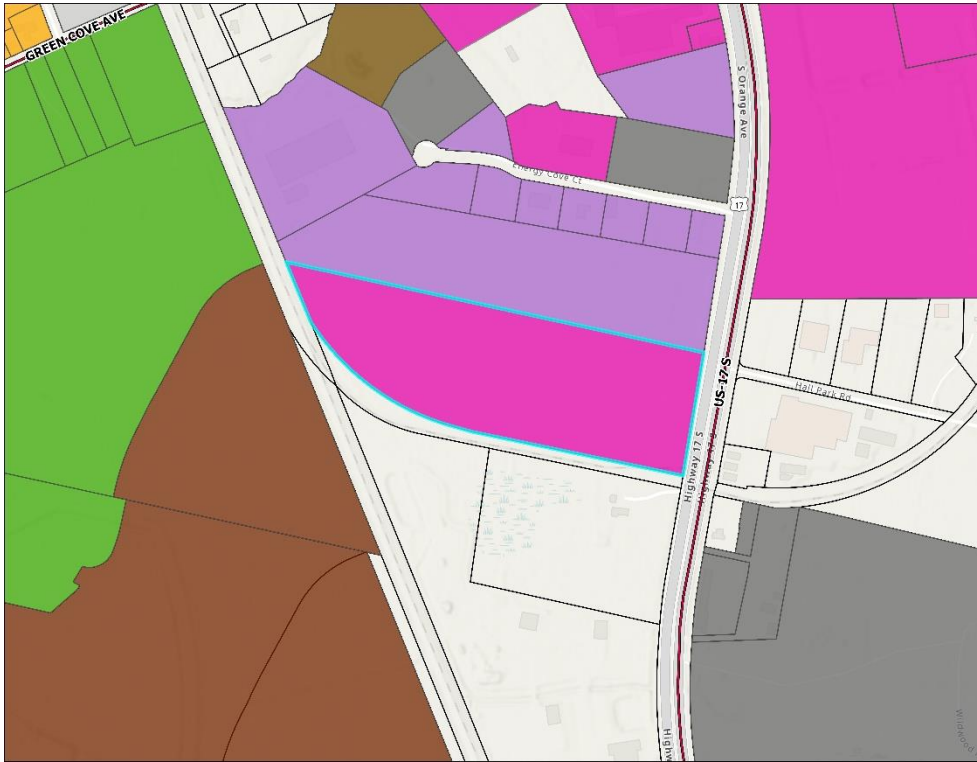
EXHIBIT “A”

Tax Parcel Number 38-06-26-016579-000-00

LEGAL DESCRIPTION

A parcel of land consisting of a portion of Lot 3, Block 37, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, together with a portion of Lots 17,18,19 and 20, Block 1, South Green Cove Springs, according to map recorded in Deed Book "Z", page 748 of said public records, all in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, said parcel being more particularly described as follows: Commence at the southwest corner of Lot 1, Block 1, said Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet; thence South 61 degrees 51 minutes 10 seconds West, 136.06 feet to the northeasterly line of the CSX Transportation Railroad; thence on said northeasterly line, South 23 degrees 22 minutes 55 seconds East, 142.94 feet to the point of beginning; thence South 77 degrees 29 minutes 59 seconds East, 2,046.21 feet to the westerly line of State Road No. 15 (U.S. Highway No. 17); thence on said westerly line, South 09 degrees 09 minutes 52 seconds West, 576.61 feet to the northerly line of Spring Street (also being the northerly line of a railroad spur as per Judgment Lien Book No. 1, page 30 of said public records; thence on said northerly line, North 78 degrees 47 minutes 45 seconds West, 1050.24 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 1175.0 feet, an arc distance of 893.71 feet to the northeasterly line of said CSX Transportation Railroad, said arc being subtended by a chord bearing and distance of North 57 degrees 00 minutes 32 seconds West, 872.21 feet; thence on said northeasterly line, North 23 degrees 22 minutes 55 seconds West, 362.84 feet to the point of beginning.

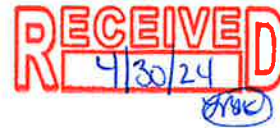
EXHIBIT "B"



Legend	
	Target Parcel
ZONING	
	R1
	R1A
	R2
	R3
	RRF
	PUD
	RPO
	CL
	C2
	FBC
	FBC - Downtown Core
	FBC - Primary Corridor
	FBC - Secondary Corridor
	FBC - Transition
	FBC - Civic
	GCC
	GCN
	GCR
	M-2
	M-1
	MUH
	INS
	RC

0 237.5 475 950 US Feet

April 29, 2024



VIA OVERNIGHT MAIL

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

**Re: Ayrshire/Applications for Planned Unit Development Modification,
Commercial Rezoning**

Dear Mr. Daniels:

The purpose of this letter is to transmit two rezoning applications for properties owned by clients of our firm located in the City of Green Cove Springs. The first application is for a modification to the existing Ayrshire Planned Unit Development (“PUD”) approved as Ordinance Nos. O-06-2021 and O-09-2022. The second application is to rezone land located adjacent to the Ayrshire PUD for commercial use.

Our clients D.R. Horton, Inc. – Jacksonville, Rookery Investors LLC and ADJ Rookery LLC (collectively the “Owners”) are the owners of the approximately 561 acres located within the Ayrshire PUD. The Owners are requesting to add a new residential product type – duplexes – to the permitted uses within the PUD and provide development standards for such units.

D.R. Horton, Inc. – Jacksonville also owns property located between the Ayrshire PUD and U.S. Highway 17 with Clay County Parcel Identification No. 38-06-26-016579-000-00 (the “Commercial Parcel”). The future land use designation of the Commercial Parcel is Industrial, and the zoning district is Mixed Use Highway (“MUH”). D.R. Horton would like to rezone the Commercial Parcel from MUH to Commercial High Intensity (“C2”).

Enclosed are applications for the PUD Modification and Rezoning described above, along with supporting documents related to the same. If you will please let us know the application fee for each package, we will send you checks for payment.

We look forward to working with you on these applications.

Sincerely yours,

Ellen Avery-Smith

Michael Daniels
April 29, 2024
Page 2

Item #4.

cc: City Attorney Jim Arnold, Esq.
John Gislason
Anthony Sharp

Page 96



FOR OFFICE USE ONLY		Item #4.
P Z File #	_____	
Application Fee:	_____	
Filing Date:	_____	Acceptance Date: _____
Review Date:	SRDT _____	P & Z _____ CC _____

Rezoning Application

A. PROJECT

- Project Name: Rookery Commercial
- Address of Subject Property: U.S. Highway 17
- Parcel ID Number(s): 38-06-26-016579-000-00
- Existing Use of Property: Industrial / Vacant
- Future Land Use Map Designation : Industrial
- Existing Zoning Designation: Mixed Use Highway (MUH)
- Proposed Zoning Designation: Commercial High Intensity (C2)
- Acreage: 10

B. APPLICANT

- Applicant's Status Owner (title holder) Agent
- Name of Applicant(s) or Contact Person(s): Ellen Avery-Smith, Esq. Title: _____
 Company (if applicable): Rogers Towers, P.A.
 Mailing address: 100 Whetstone Place, Suite 200
St. Augustine Florida 32080
 City: _____ State: _____ ZIP: _____
 Telephone: (904) 824-0879 FAX: (904) 825-4070 e-mail: Eaverysmith@rtlaw.com

- If the applicant is agent for the property owner*
 Name of Owner (titleholder): D.R. Horton, Inc. - Jacksonville
4220 Race Track Road
 Mailing address: _____
St. Johns Florida 32259
 City: _____ State: _____ ZIP: _____
 Telephone: 904 824-0879 FAX: 9(04) 825-4070 e-mail: irgislason@drhorton.com

* 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: See above-listed owners and agent information.

 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

Ellen Avery-Smith

Signature of Co-applicant

Ellen Avery-Smith, Esq. of Rogers Towers, P.A.

Typed or printed name and title of applicant

Typed or printed name of co-applicant

Date

4/24/24

Date

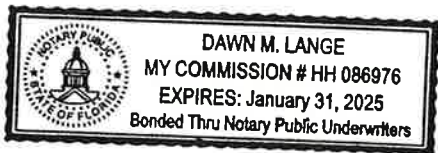
State of Florida

County of St. Johns.

The foregoing application is acknowledged before me this 24 day of April, 2024 by _____

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

NOTARY SEAL



Signature of Notary Public, State of Florida

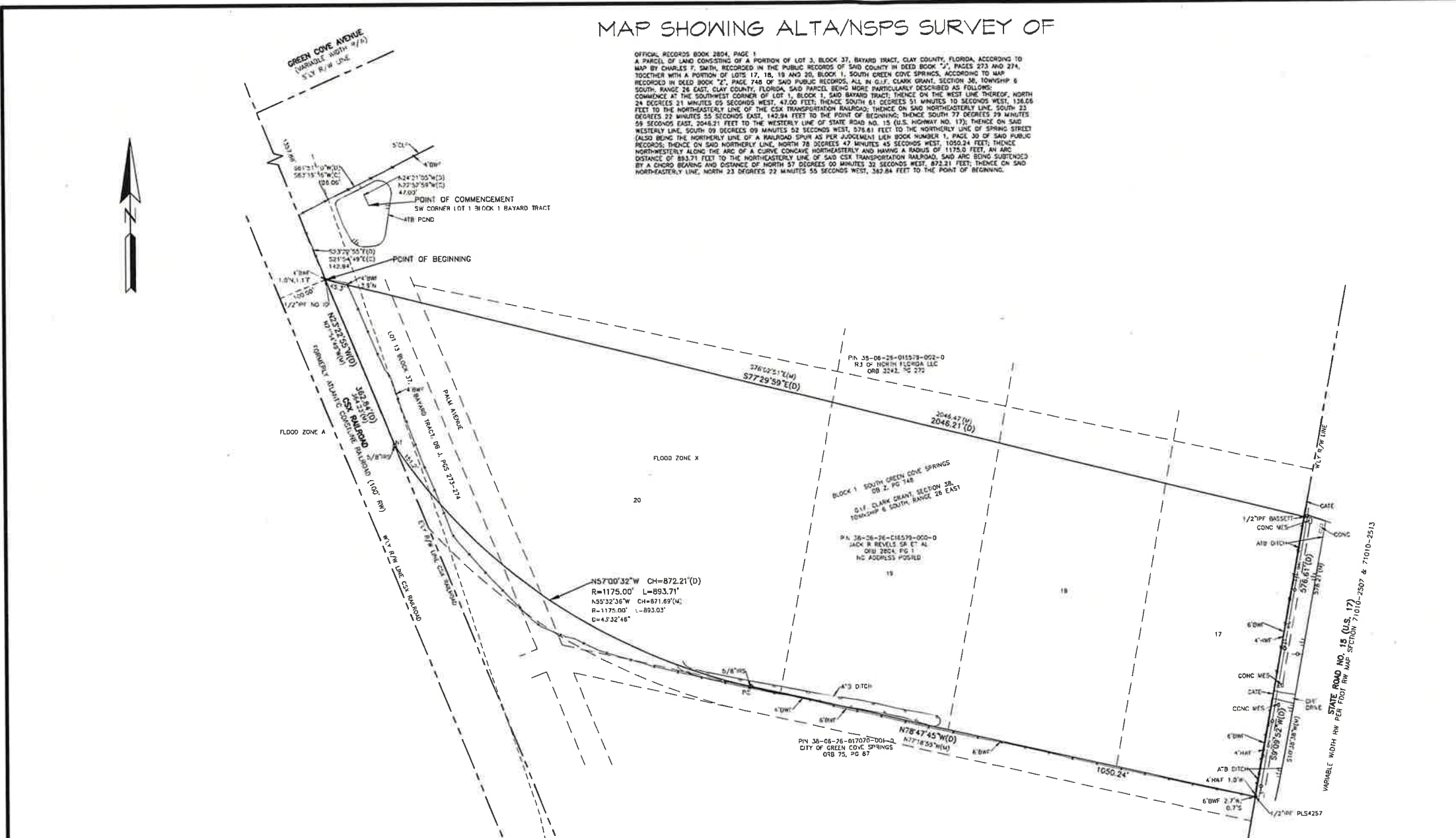
Dawn M. Lange

MAP SHOWING ALTA/NSPS SURVEY OF

OFFICIAL RECORDS BOOK 2804, PAGE 1
 A PARCEL OF LAND CONSISTING OF A PORTION OF LOT 3, BLOCK 37, BAYARD TRACT, CLAY COUNTY, FLORIDA, ACCORDING TO MAP BY CHARLES F. SMITH, RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY IN DEED BOOK "A", PAGES 273 AND 274, TOGETHER WITH A PORTION OF LOTS 17, 18, 19 AND 20, BLOCK 1, SOUTH GREEN COVE SPRINGS, ACCORDING TO MAP RECORDED IN DEED BOOK "C", PAGE 748 OF SAID PUBLIC RECORDS, ALL IN G.L.F. CLARK GRANT, SECTION 36, TOWNSHIP 6 SOUTH, RANGE 28 EAST, CLAY COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, SAID BAYARD TRACT; THENCE ON THE WEST LINE THEREOF, NORTH 24 DEGREES 21 MINUTES 09 SECONDS WEST, 41.00 FEET; THENCE SOUTH 61 DEGREES 51 MINUTES 10 SECONDS WEST, 126.65 FEET TO THE NORTHEASTLY LINE OF THE CSX TRANSPORTATION RAILROAD; THENCE ON SAID NORTHEASTLY LINE, SOUTH 23 DEGREES 21 MINUTES 09 SECONDS EAST, 142.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 77 DEGREES 29 MINUTES 58 SECONDS EAST, 2048.21 FEET TO THE WESTERN LINE OF STATE ROAD NO. 15 (U.S. HIGHWAY NO. 17); THENCE ON SAID WESTERN LINE, SOUTH 09 DEGREES 09 MINUTES 52 SECONDS WEST, 578.61 FEET TO THE NORTHERLY LINE OF SPRING STREET (ALSO BEING THE NORTHERLY LINE OF A RAILROAD SPUR AS PER JUDGMENT LEM BOOK NUMBER 1, PAGE 20 OF SAID PUBLIC RECORDS; THENCE ON SAID NORTHERLY LINE, NORTH 78 DEGREES 47 MINUTES 45 SECONDS WEST, 1050.24 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1178.3 FEET, AN ARC DISTANCE OF 883.71 FEET TO THE NORTHEASTLY LINE OF SAID CSX TRANSPORTATION RAILROAD, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 57 DEGREES 00 MINUTES 32 SECONDS WEST, 873.21 FEET; THENCE ON SAID NORTHEASTLY LINE, NORTH 23 DEGREES 22 MINUTES 55 SECONDS WEST, 382.84 FEET TO THE POINT OF BEGINNING.



VICINITY MAP N.T.S.



SURVEYOR'S NOTES:

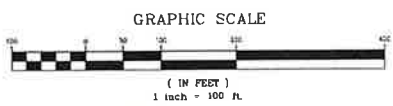
- THIS IS A BOUNDARY SURVEY.
- OWNERSHIP OF FENCES, IF ANY, UNDETERMINED; FENCE TIES ARE TO THE FACE OF THE FENCING.
- THIS IS A SURFACE LOCATION SURVEY ONLY; UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER LINES, SEWER LINES, DRAINAGE LINES, ELECTRIC LINES, CABLE TELEVISION AND TELEPHONE LINES WERE NOT LOCATED BY THIS SURVEY; VISIBLE ABOVEGROUND APPURTENANCES WERE LOCATED AS DELINEATED ON THIS MAP, UNLESS OTHERWISE NOTED.
- THIS IS A COPYRIGHTED DOCUMENT; NO PORTION OF IT MAY BE REPRODUCED, WHOLLY OR IN PART, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF R.E. HOLLAND & ASSOCIATES, INC.
- THIS SURVEY MAP DOES NOT REFLECT OR DETERMINE OWNERSHIP.
- THE RELATIVE LINEAR DISTANCE ACCURACY FOR THIS SURVEY EXCEEDS 1:10,000.
- ALL MEASUREMENTS ARE IN U.S. STANDARD FEET AND WERE MADE WITH A THEODOLITE AND ELECTRONIC DISTANCE MEASURING DEVICE AND/OR STEEL TAPE.
- THE FIELD WORK WAS COMPLETED ON 11-13-20.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE WESTERY RIGHT OF WAY LINE OF STATE ROAD 15 BY A BEARING OF S10°38'36"W.
- THE LANDS SHOWN HEREON LIE WITHIN FLOOD ZONES "A" AND "X", AS SHOWN ON FLOOD INSURANCE RATE MAP 1201900281E (PANEL 281E) COMMUNITY NUMBER 120065, DATED MARCH 17, 2014 AND FLOOD LINES SHOWN ARE PER SAID MAPS; FLOOD ZONE ELEVATIONS ARE RELATIVE TO NAVY(1985). SAID FLOOD ZONE IS NOT WARRANTED BY THE UNDERSIGNED UNLESS THIS SURVEY IS ISSUED IN CONJUNCTION WITH A SIGNED AND SEALED FLOOD ZONE ELEVATION CERTIFICATE FROM THIS FIRM. FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE; UNLESS OTHERWISE NOTED, RECORD AND MEASURED DIMENSIONS AGREE.
- THIS SURVEY IS CERTIFIED ONLY TO THE NAMED PARTIES HEREON AND MAY NOT BE TRANSFERRED TO ANY THIRD PARTIES OR SUCCESSORS IN TITLE, AND SAID SURVEY IS FURTHER CERTIFIED AS BEING CORRECT AS OF THE LAST DATE OF FIELD SURVEY.
- THIS PARCEL CONTAINS 1,054,879 SQUARE FEET, OR 24.22 ACRES, MORE OR LESS.
- THERE IS NO VISIBLE EVIDENCE OF A CEMETERY ON THE SUBJECT PROPERTY.
- THE SIGNING SURVEYOR HAS RELIED SOLELY AND EXCLUSIVELY ON AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE, ISSUED BY CHICAGO TITLE INSURANCE COMPANY, TITLE ORDER NO. 8779836, DATED SEPTEMBER 10, 2020, FOR INFORMATION REGARDING EASEMENTS AND LEGAL DESCRIPTIONS USED IN THE PERFORMANCE OF THIS SURVEY.

SCHEDULE B SECTION 2

- RESTRICTIONS, COVENANTS, CONDITIONS AND OTHER MATTERS AS SET FORTH IN THAT INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 2712, PAGE 1932. (BLANKETS SUBJECT PROPERTY)
- EASEMENT SET FORTH IN OFFICIAL RECORDS BOOK 3544, PAGE 1318. (NOT PLOTTABLE)

LEGEND

ATB	APPROXIMATE TOP OF BANK	LB	LICENSED BUSINESS
BWF	BARBED WIRE FENCE	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
(C)	CALCULATED	(M)	MEASURED
CH	CHORD	MES	METERED END SECTION
CLF	CHAIN LINK FENCE	OHU	OVERHEAD UTILITY
CONC	CONCRETE	ORB	OFFICIAL RECORDS BOOK
(D)	DEED	PC	POINT OF CURVATURE
DB	DEED BOOK	POS(S)	PARCEL(S)
Δ	DELTA	PSI	PARCEL IDENTIFICATION NUMBER
—	DOT ANCHOR	PSM	PROFESSIONAL SURVEYOR & MAPPER
—	HOR WIRE FENCE	R-	RADIUS
ID	IDENTIFICATION	R/W	RIGHT OF WAY
● IFF	IRON PIPE FOUND	—	SOI
○ IFS	IRON ROD SET	—	WOOD POWER POLE



SURVEYOR'S CERTIFICATE

TO NEED CERTS

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED, WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARDS DETAIL REQUIREMENTS FOR ALTA/NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8a, 8b, 7b(1), 7c, 8, 9, 11, 13, 14, 19 & 20 OF TABLE A THEREOF; THE FIELDWORK WAS COMPLETED ON 11/13/2020

DATE: 11/16/2020

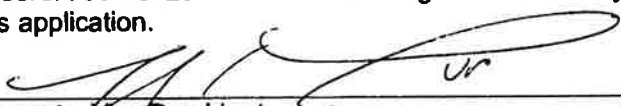


SCALE 1"=100'

DATE NOVEMBER 16, 2020

BOB L. FITMAN
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA, L.S. No. 4827
 Pfitman@etmsurvey.com



PROPERTY OWNER AFFIDAVIT

Owner Name: D.R. Horton Inc. - Jacksonville	
Address: 4220 Race Track Road., Saint Johns Fl 32259	Phone:
Agent Name: Ellen Avery-Smith, Esq. of Rogers Towers, P.A.	
Address: 100 Whelstone Place, Suite 200, St. Augustine, FL 32086	Phone: 904-825-1615
Parcel No.: 38-06-26-016579-000-000	
Requested Action: Application for a PUD Modification	
<p>I hereby certify that:</p> <p>I am the property owner of record. I authorize the above listed agent to act on my behalf for the purposes of this application.</p> <p>Property owner signature: <u></u> Philip A. Fremento, Vice President</p> <p>Printed name: <u>D.R. Horton, Inc. - Jacksonville</u></p> <p>Date: <u>4/23/24</u></p> <p>The foregoing affidavit is acknowledged before me this <u>23</u> day of <u>April</u>, 20<u>24</u>, by <u>Philip A. Fremento, Vice President</u> of <u>D.R. Horton, Inc. - Jacksonville</u>, who is/are <u>personally known to me, or who has/have produced</u> _____ as identification.</p>	
<p>NOTARY SEAL</p> 	<p>DEBORAH E. MCCLURE Commission # GG 967814 Expires July 10, 2024 Bonded Thru Budget Notary Services</p> <p><u></u> Signature of Notary Public, State of <u>Florida</u></p>

CFN # 2023056065, OR BK: 4772 PG: 1944, Pages 1 / 4, Recorded 11/13/2023 10:40 AM, Doc: D
TARA S. GREEN Clerk of Court and Comptroller, Clay County, FL Rec: \$35.50 Doc D: \$1,544.20
Deputy Clerk BlankenshipT

Prepared By and Return to:
Pam Bowser
DHI TITLE OF FLORIDA, INC.
12276 San Jose Blvd., Suite 739
Jacksonville FL 32223

FILE 121-230103027

Sales Price: \$220,576.43
Documentary Stamps: \$1,544.20

Space Above This Line For Recording Data

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 9th day of **November, 2023**, by **Rookery Investors, LLC, a Florida limited liability partnership** whose address is **12443 San Jose Blvd., Suite 504, Jacksonville FL 32223 ("Grantor")**, to **D.R. HORTON, INC. - Jacksonville, a Delaware corporation**, whose address is **4220 Race Track Road, Saint Johns, FL 32259 ("Grantee")**.

WITNESSETH, that said Grantor, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, the following described land (the "Property"), situate, lying and being in **Clay County, Florida** to wit:

A parcel of land consisting of a portion of Lot 3, Block 37, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, together with a portion of Lots 17,18,19 and 20, Block 1, South Green Cove Springs, according to map recorded in Deed Book "Z", page 748 of said public records, all in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the southwest corner of Lot 1, Block 1, said Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet; thence South 61 degrees 51 minutes 10 seconds West, 136.06 feet to the northeasterly line of the CSX Transportation Railroad; thence on said northeasterly line, South 23 degrees 22 minutes 55 seconds East, 142.94 feet to the point of beginning; thence South 77 degrees 29 minutes 59 seconds East, 2,046.21 feet to the westerly line of State Road No. 15 (U.S. Highway No. 17); thence on said westerly line, South 09 degrees 09 minutes 52 seconds West, 576.61 feet to the northerly line of Spring Street (also being the northerly line of a railroad spur as per Judgment Lien Book No. 1, page 30 of said public records; thence on said northerly line, North 78 degrees 47 minutes 45 seconds West, 1050.24 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 1175.0 feet, an arc distance of 893.71 feet to the northeasterly line of said CSX Transportation Railroad, said arc being subtended by a chord bearing and distance of North 57 degrees 00 minutes 32 seconds West, 872.21 feet; thence on said northeasterly line, North 23 degrees 22 minutes 55 seconds West, 362.84 feet to the point of beginning.

TO HAVE AND TO HOLD the same in fee simple, forever.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple, forever.

This conveyance is made **SUBJECT TO** the following, provided, however, any reference thereto shall not serve to reimpose the same:

See Exhibit "A"

AND the Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple and has good right and lawful authority to sell and convey said Property, and hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under the Grantor, but against no others.

N WITNESS WHEREOF, Grantor has unto set its hand and seal on the day and year written above.

Signed, sealed and delivered
in the presence of:

**Rookery Investors, LLC, a Florida limited liability
company**

**By: Matovina & Company, a Florida corporation,
Its Manager**

Sharon A. Hudson
Witness

By: Gregory E. Matovina
Gregory E. Matovina, President

Print Name: SHARON A. HUDSON

Pam Bowser
Witness

Pam Bowser
Print Name

BK: 4772 PG: 1946

STATE OF FLORIDA)

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this 8th day of November, 2023, by **Greg Matovina as President of Rookery Investors, LLC, a Florida limited liability company**, on behalf of the company, who is personally known to me or has produced _____ as identification.



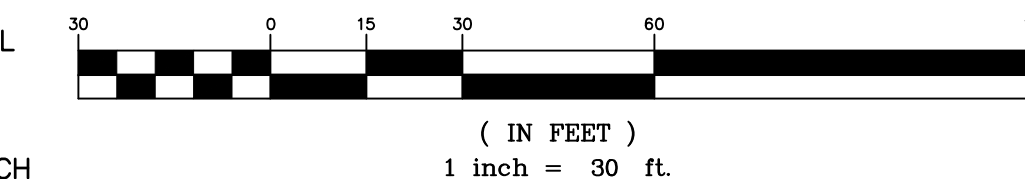
SHARON A. HUDSON
Commission # HH 460421
Expires December 11, 2027

Sharon A. Hudson
Notary Public
Printed Name: Sharon A Hudson
Commission Number: HH 460421
Commission Expiration: 12/11/2027

EXHIBIT "A"

1. Taxes and assessments for the year 2024 and subsequent years which are not yet due and payable.
2. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village, or port authority for unpaid service charges for service by any water systems, sewer systems or gas systems serving the lands described herein.
3. Restrictions, reservations, covenants, easements, conditions and all other matters as shown on Plat recorded in Deed Book J, Page 273 and 274 of the Public Records of Clay County, Florida.
4. Restrictions, reservations, covenants, easements, conditions and all other matters as shown on Plat recorded in Deed Book Z, Page 748, of the Public Records of Clay County, Florida.
5. Restrictions, reservations, covenants, easements, conditions and all other matters as shown on Plat recorded in Plat Book 1, Page 31-34, of the Public Records of Clay County, Florida.
6. Easement for Access and Utilities as contained in that certain instrument recorded in Official Records Book 4681, Page 1724, of the Public Records of Clay County, Florida.
7. Declaration of Easement Agreement as contained in that certain instrument recorded in Official Records Book 4750, Page 293, of the Public Records of Clay County, Florida.
8. Rights or claims of parties in possession under unrecorded leases not shown by the Public Records

GRAPHIC SCALE



PAVEMENT MARKING NOTES:

ALL LANE LINE, EDGE LINE AND SKIP LINE PLACEMENT AND DIMENSIONAL SPECIFICATIONS SHALL ADHERE TO THE LATEST FDOT STANDARD PLANS INDEX 711-001 EXCEPT AS NOTED BELOW.

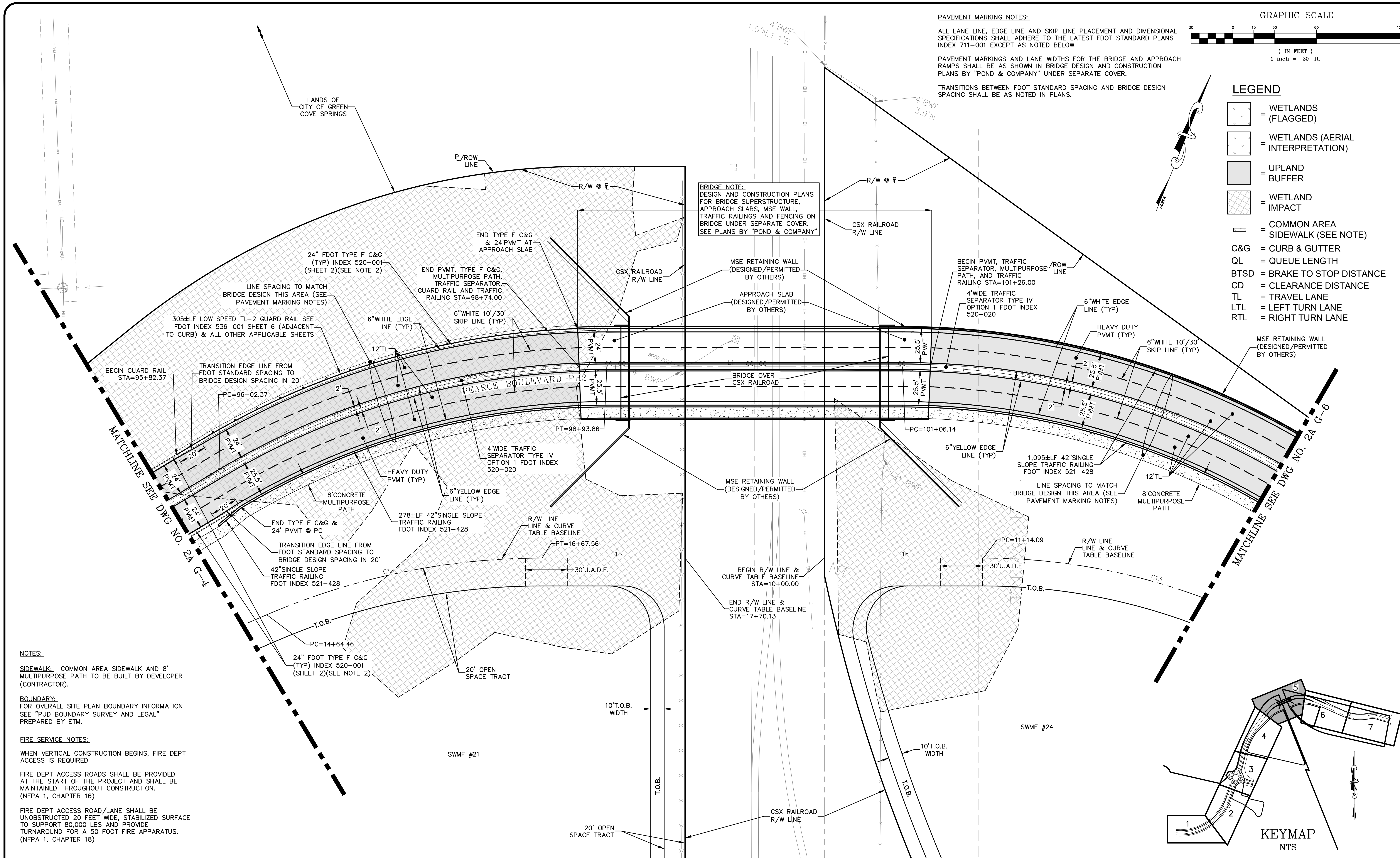
PAVEMENT MARKINGS AND LANE WIDTHS FOR THE BRIDGE AND APPROACH RAMPS SHALL BE AS SHOWN IN BRIDGE DESIGN AND CONSTRUCTION PLANS BY "POND & COMPANY" UNDER SEPARATE COVER.

TRANSITIONS BETWEEN FDOT STANDARD SPACING AND BRIDGE DESIGN SPACING SHALL BE AS NOTED IN PLANS.

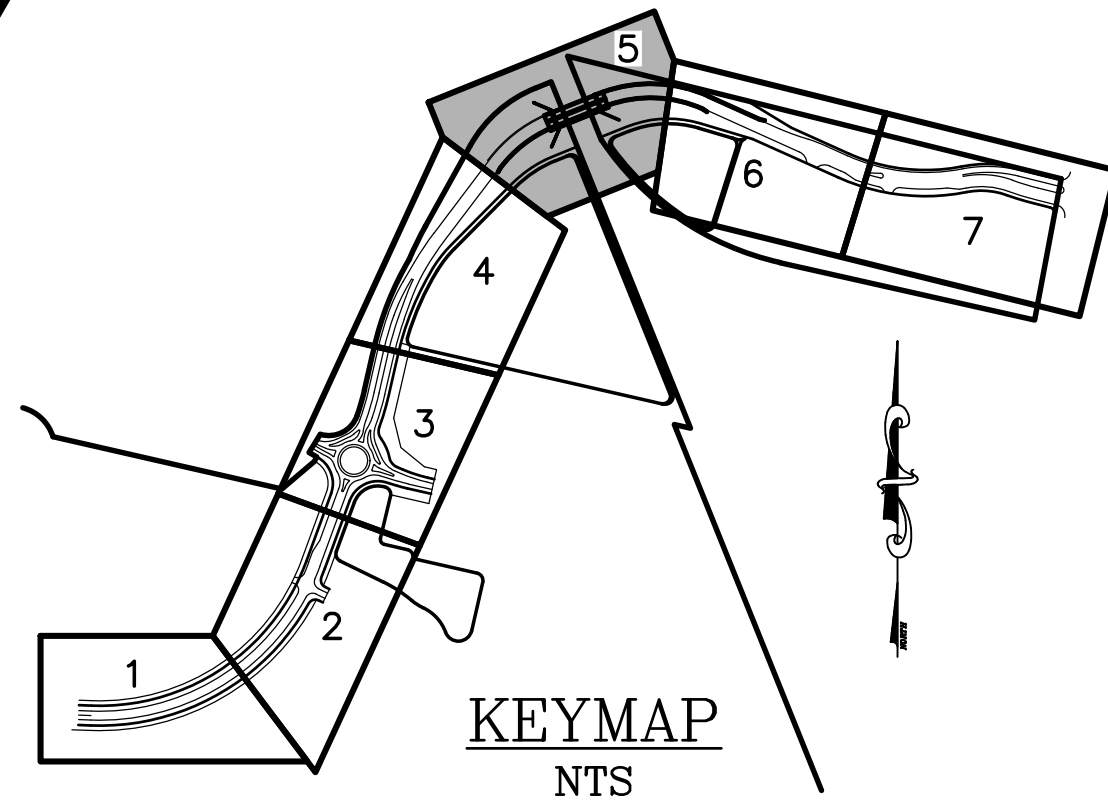
LEGEND

- = WETLANDS (FLAGGED)
- = WETLANDS (AERIAL INTERPRETATION)
- = UPLAND BUFFER
- = WETLAND IMPACT
- = COMMON AREA SIDEWALK (SEE NOTE)
- C&G = CURB & GUTTER
- QL = QUEUE LENGTH
- BTSD = BRAKE TO STOP DISTANCE
- CD = CLEARANCE DISTANCE
- TL = TRAVEL LANE
- LTL = LEFT TURN LANE
- RTL = RIGHT TURN LANE

BRIDGE NOTE:
DESIGN AND CONSTRUCTION PLANS FOR BRIDGE SUPERSTRUCTURE, APPROACH SLABS, MSE WALL, TRAFFIC RAILINGS AND FENCING ON BRIDGE UNDER SEPARATE COVER. SEE PLANS BY "POND & COMPANY"



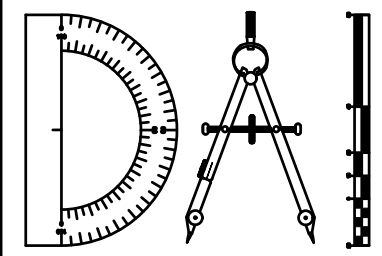
- NOTES:**
- SIDEWALK:** COMMON AREA SIDEWALK AND 8' MULTIPURPOSE PATH TO BE BUILT BY DEVELOPER (CONTRACTOR).
 - BOUNDARY:** FOR OVERALL SITE PLAN BOUNDARY INFORMATION SEE "PUD BOUNDARY SURVEY AND LEGAL" PREPARED BY ETM.
 - FIRE SERVICE NOTES:**
 - WHEN VERTICAL CONSTRUCTION BEGINS, FIRE DEPT ACCESS IS REQUIRED
 - FIRE DEPT ACCESS ROADS SHALL BE PROVIDED AT THE START OF THE PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. (NFPA 1, CHAPTER 16)
 - FIRE DEPT ACCESS ROAD/LANE SHALL BE UNOBSTRUCTED 20 FEET WIDE, STABILIZED SURFACE TO SUPPORT 80,000 LBS AND PROVIDE TURNAROUND FOR A 50 FOOT FIRE APPARATUS. (NFPA 1, CHAPTER 18)



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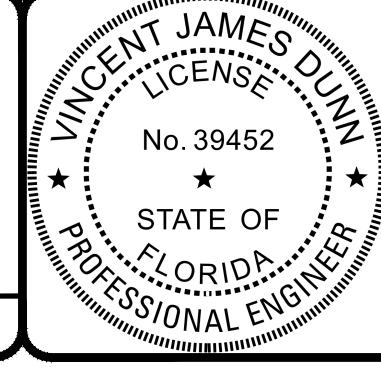
REVISIONS		
NO.	DATE	DESCRIPTION

DESIGNED BY: DAI
 DRAWN BY: MR/NS/SM/SS
 CHECKED BY: VJD
 SCALE: 1" = 30'
 DATE: 9/21/2023
 PROJ. NO.: 2008-499-2



Dunn & Associates, Inc.
 CIVIL ENGINEERS / LAND PLANNERS
 8647 Baypine Road, Suite 200
 Jacksonville, Florida 32256
 Phone: (904)363-8916 Fax: (904)363-8917
 www.dunneng.com

THE ROOKERY - PH 2A, 2B & (PHASE 3 CLEARING & GRADING)
 FOR:
D.R. HORTON INC. - JACKSONVILLE
 CLAY COUNTY, FLORIDA
 2A GEOMETRY PLAN - PEARCE BLVD

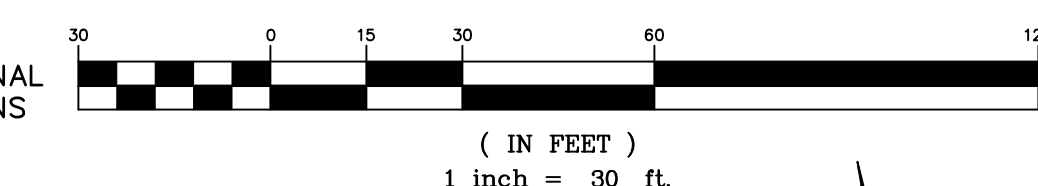


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VINCENT J. DUNN ENGINEER NO. 39452
 DAVID M. TAYLOR ENGINEER NO. 44184
 GLEN R. WIEGER ENGINEER NO. 81412

Sheet No. 22 of 130
2A G-5
 DWG. NO.

GRAPHIC SCALE

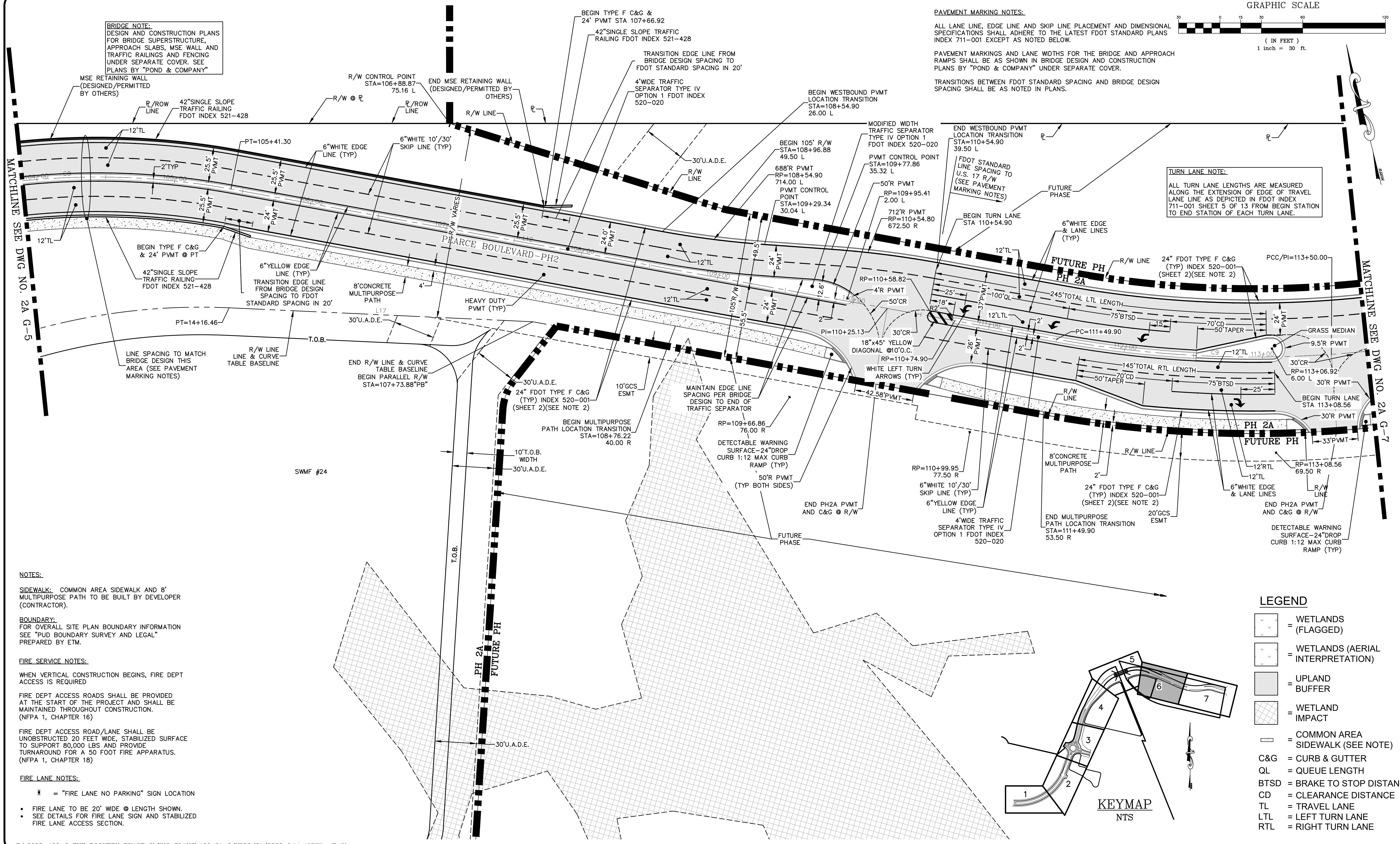


BRIDGE NOTE: DESIGN AND CONSTRUCTION PLANS FOR BRIDGE SUPERSTRUCTURE, APPROACH SLABS, MSE WALL AND TRAFFIC RAILINGS AND FENCING UNDER SEPARATE COVER. SEE PLANS BY "POND & COMPANY"

PAVEMENT MARKING NOTES:

ALL LANE LINE, EDGE LINE AND SKIP LINE PLACEMENT AND DIMENSIONAL SPECIFICATIONS SHALL ADHERE TO THE LATEST FDOT STANDARD PLANS INDEX 711-001 EXCEPT AS NOTED BELOW. PAVEMENT MARKINGS AND LANE WIDTHS FOR THE BRIDGE AND APPROACH RAMPS SHALL BE AS SHOWN IN BRIDGE DESIGN AND CONSTRUCTION PLANS BY "POND & COMPANY" UNDER SEPARATE COVER. TRANSITIONS BETWEEN FDOT STANDARD SPACING AND BRIDGE DESIGN SPACING SHALL BE AS NOTED IN PLANS.

TURN LANE NOTE: ALL TURN LANE LENGTHS ARE MEASURED ALONG THE EXTENSION OF EDGE OF TRAVEL LANE LINE AS DEPICTED IN FDOT INDEX 711-001 SHEET 5 OF 13 FROM BEGIN STATION TO END STATION OF EACH TURN LANE.



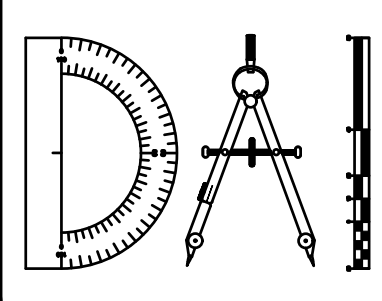
NOTES: SIDEWALK: COMMON AREA SIDEWALK AND 8' MULTIPURPOSE PATH TO BE BUILT BY DEVELOPER (CONTRACTOR). BOUNDARY: FOR OVERALL SITE PLAN BOUNDARY INFORMATION SEE "PUD BOUNDARY SURVEY AND LEGAL" PREPARED BY ETM. FIRE SERVICE NOTES: WHEN VERTICAL CONSTRUCTION BEGINS, FIRE DEPT ACCESS IS REQUIRED. FIRE DEPT ACCESS ROADS SHALL BE PROVIDED AT THE START OF THE PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. (NFPA 1, CHAPTER 16) FIRE DEPT ACCESS ROAD/LANE SHALL BE UNOBSTRUCTED 20 FEET WIDE, STABILIZED SURFACE TO SUPPORT 80,000 LBS AND PROVIDE TURNAROUND FOR A 50 FOOT FIRE APPARATUS. (NFPA 1, CHAPTER 18) FIRE LANE NOTES: "FIRE LANE NO PARKING" SIGN LOCATION. FIRE LANE TO BE 20' WIDE @ LENGTH SHOWN. SEE DETAILS FOR FIRE LANE SIGN AND STABILIZED FIRE LANE ACCESS SECTION.

LEGEND: WETLANDS (FLAGGED), WETLANDS (AERIAL INTERPRETATION), UPLAND BUFFER, WETLAND IMPACT, COMMON AREA SIDEWALK (SEE NOTE), C&G = CURB & GUTTER, QL = QUEUE LENGTH, BTSD = BRAKE TO STOP DISTANCE, CD = CLEARANCE DISTANCE, TL = TRAVEL LANE, LTL = LEFT TURN LANE, RTL = RIGHT TURN LANE. KEYMAP NTS: A small map showing the project location within a larger site context.

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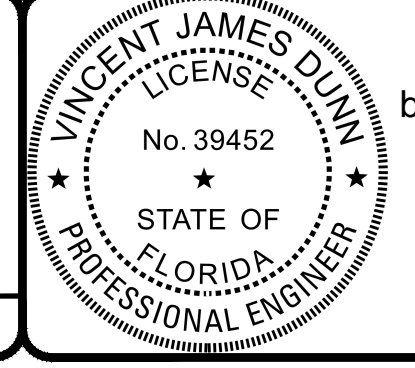
Table with 4 columns: NO., DATE, DESCRIPTION, BY. It contains a list of revisions.

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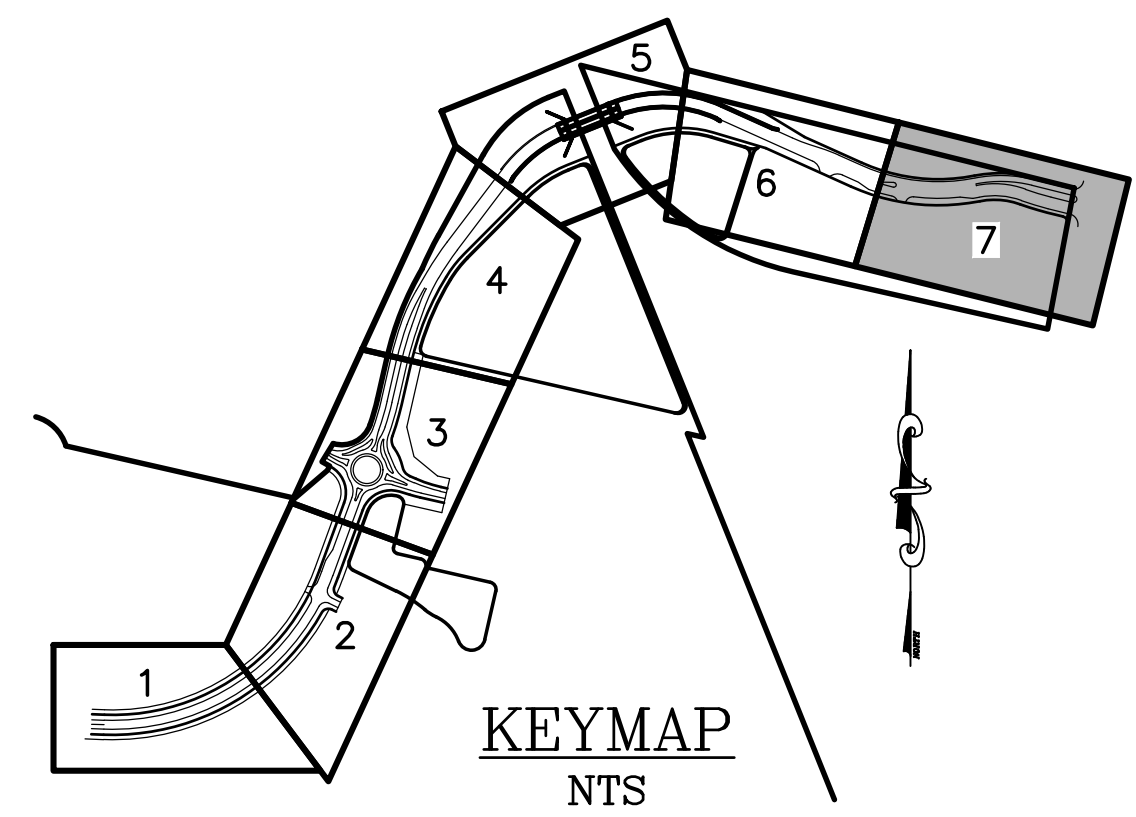
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FOR:
D.R. HORTON INC. - JACKSONVILLE
CLAY COUNTY, FLORIDA
2A GEOMETRY PLAN - PEARCE BLVD



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DAVID M. TAYLOR ENGINEER NO. 44184
GLEN R. WIEGER ENGINEER NO. 81412

Sheet No. 23 of 130
2A G-6
DWG. NO.



NOTES:

SIDEWALK: COMMON AREA SIDEWALK AND 8' MULTIPURPOSE PATH TO BE BUILT BY DEVELOPER (CONTRACTOR).

BOUNDARY: FOR OVERALL SITE PLAN BOUNDARY INFORMATION SEE "PUD BOUNDARY SURVEY AND LEGAL" PREPARED BY ETM.

PAVEMENT MARKING NOTES:

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FIRE SERVICE NOTES:

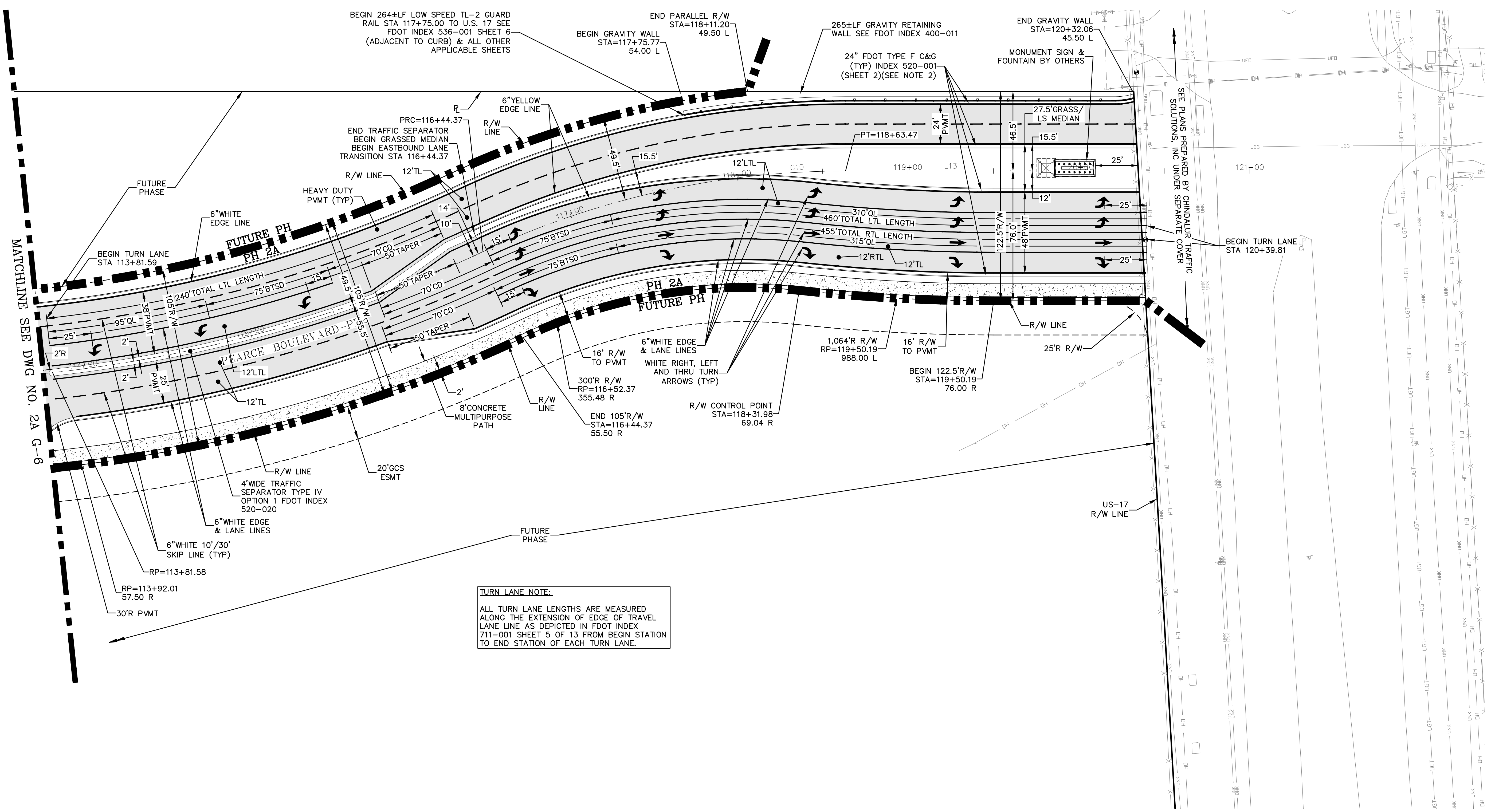
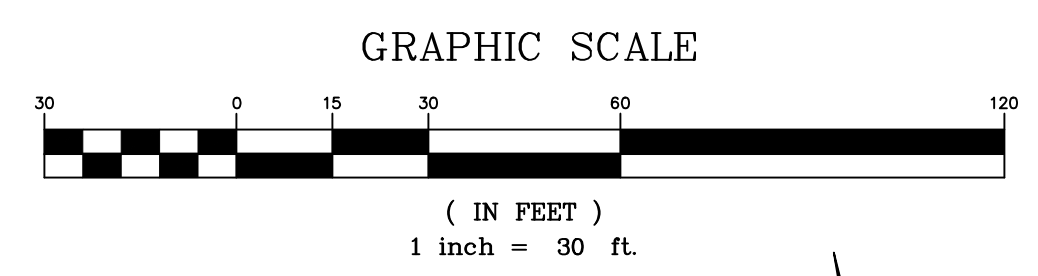
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LEGEND

- COMMON AREA SIDEWALK (SEE NOTE)
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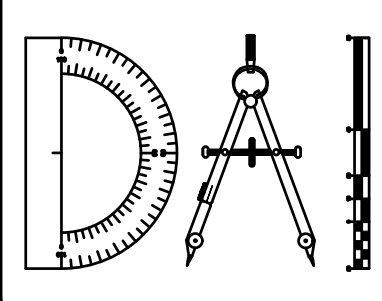


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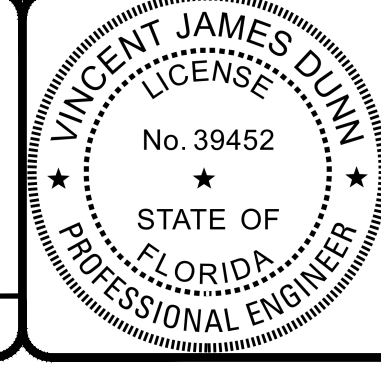
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GLEN R. WIEGER ENGINEER NO. 81412

Sheet No. 24 of 130
2A G-7
DWG. NO.

**Request for rezoning of parcel 016579-000-00
located to the West of US 17 and South of
Energy Cove Lane from MUH, Mixed Use
Highway to C-2, General Commercial**

Property and Applicant Information

SUBJECT:	Request for rezoning of parcel 01 6579-000-00 located to the West of US 17 and South of Energy Cove Lane from MUH to C-2
APPLICANT/AGENT:	Ellen Avery-Smith, Rogers Towers, P.A.
PROPERTY OWNER:	D.R. Horton, Inc.
LOCATION:	West of US 17 and South of Energy Cove Lane
ACREAGE:	±24.4 acres (Per boundary survey and legal description)

Property Location



Item #4.



Legend

- Roads
- Target Parcel
- Parcels





Legend

	Target Parcel
ZONING	
	R1
	R1A
	R2
	R3
	RRF
	PUD
	RPD
	C1
	C2
	FBC
	FBC - Downtown Core
	FBC - Primary Corridor
	FBC - Secondary Corridor
	FBC - Transition
	FBC - Civic
	GCC
	GCN
	GCR
	M-2
	M-1
	MUH
	INS
	RC

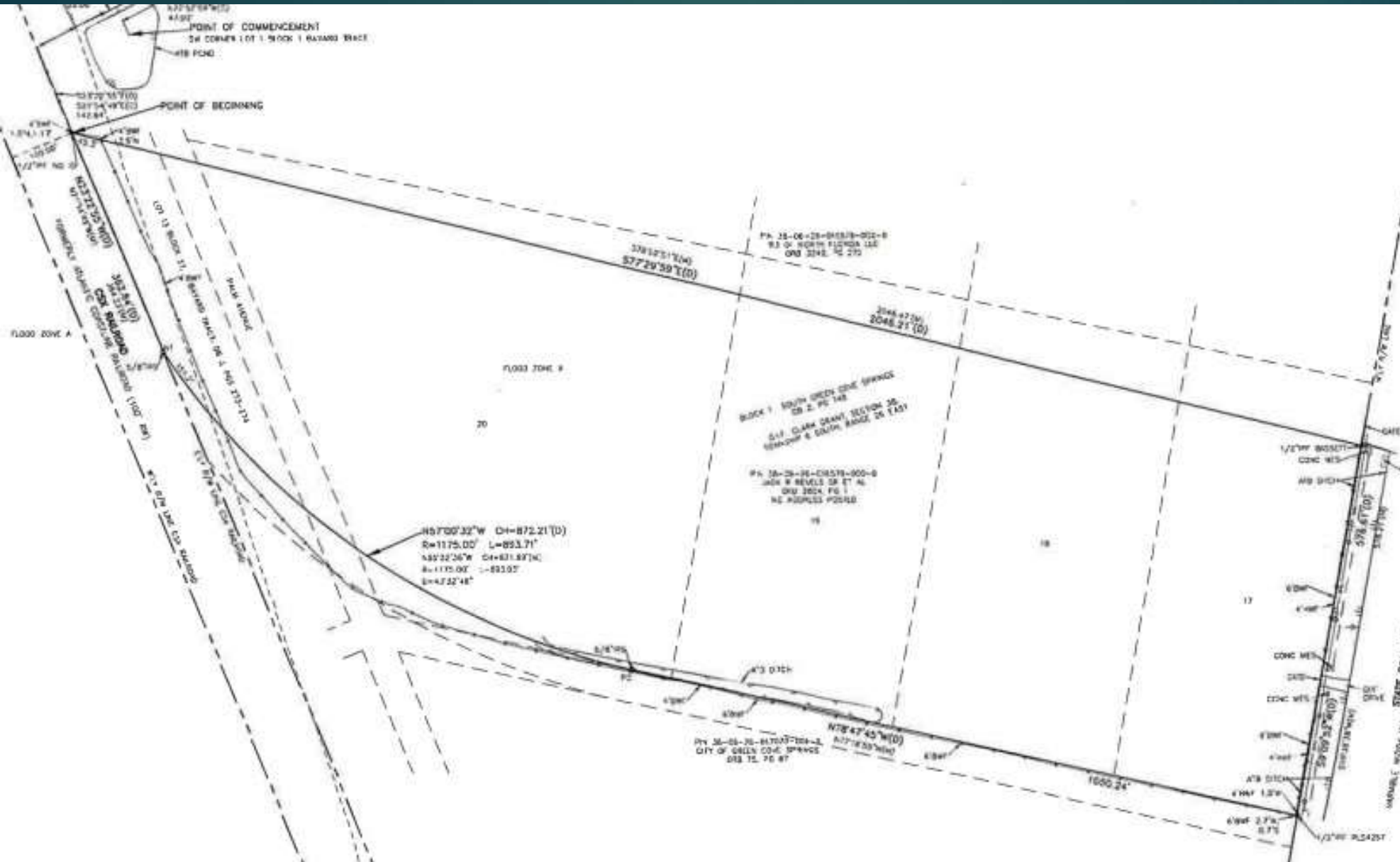
0 255 510 1,020 US Feet

Proposed Zoning

C-2 (Commercial High Intensity)

- ▶ C-2 is intended for high intensity commercial establishments requiring adequate road connections due to higher traffic flow

Boundary Survey

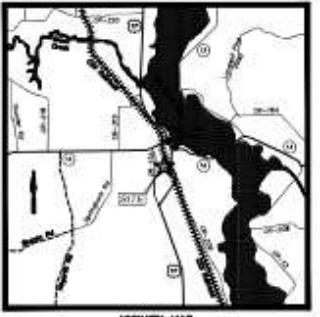


ROOKERY PHASE 2A

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA.

Item #4.

Pearce Blvd



- LEGEND**
- DENOTES SET P.P.M., 4"x4" C.M. STAMPED L.B.#3824, UNLESS OTHERWISE NOTED
 - DENOTES FOUND P.P.M., 4"x4" C.M. STAMPED P.F.# L.B.#3824, UNLESS OTHERWISE NOTED
 - DENOTES P.C.P., STAMPED P.C.P. L.B.#3824
 - TABULATED CURVE DATA
 - CHORD BEARING
 - CHORD DISTANCE
 - CENTERLINE
 - CONCRETE MONUMENT
 - CLAY ELECTRIC COOPERATIVE
 - CLAY COUNTY UTILITY AUTHORITY
 - EASEMENT
 - TABULATED LINE DATA
 - L, ARC LENGTH
 - L.B., LICENSED BUSINESS
 - (NR), NON-RADIAL LOT LINE
 - N.A.D., NORTH AMERICAN VERTICAL DATUM
 - O.R.S., OFFICIAL RECORDS BOOK
 - P.B., PLAT BOOK
 - P.C., POINT OF CURVATURE
 - P.C., PAGE
 - P.T., POINT OF TANGENCY
 - P.C.C., POINT OF COMPOUND CURVATURE
 - P.C.P., PERMANENT CONTROL POINT
 - P.R.C., POINT OF REVERSE CURVATURE
 - P.R.M., PERMANENT REFERENCE MONUMENT
 - (R), RADIAL LOT LINE
 - R, RADIUS
 - R/W, RIGHT OF WAY
 - C.A., CENTRAL ANGLE
 - S.A., SHEET REFERENCE NUMBER
 - M, MATCHLINE

UNPLATTED LANDS OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT TOWNSHIP 6 SOUTH RANGE 26 EAST

UNPLATTED LANDS OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT TOWNSHIP 6 SOUTH RANGE 26 EAST

PRELIMINARY PLAN

- NOTES:**
- 1) NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will, in no circumstances be supplanted in authority by any other graphic or digital form of this plat. There may be additional restrictions not recorded on this plat that may be found in the Public Records of this county.
 - 2) Bearings based on the _____ as being _____.
 - 3) Section lines depicted on this plat are graphic representations only, and do not reflect field measure unless otherwise noted.
 - 4) Except drainage easements specifically dedicated to Cross Creek North Community Development District, all easements shown hereon shall also be for the construction, installation, maintenance and operation of drainage structures, utilities, sanitary sewers and cable television service, provided however that said cable television service shall not interfere with facilities and service of any electric, telephone, gas or other public utility. In the event a cable television company damages the facility of a public utility, it shall be solely responsible for the damage.
 - 5) Whether depicted on the plat or not, the "Owner", hereby grants Clay Electric Cooperative, Inc. and Clay County Utility Authority a 10 foot perpetual easement for utility services over, under, upon and across all lands lying adjacent to, parallel with, and outside of the areas shown on the plat as roads, streets, or other rights-of-way.
 - 6) Where a Clay Electric Cooperative, Inc. easement crosses an easement or right-of-way granted to Clay County Utility Authority, Clay Electric Cooperative, Inc. shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay County Utility Authority shall use, occupy, and locate facilities in these joint use areas as so to reasonably accommodate Clay Electric Cooperative, Inc.'s facilities.
 - 7) Where a Clay County Utility Authority easement crosses an easement or right-of-way granted to Clay Electric Cooperative, Inc. Clay County Utility Authority shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay Electric Cooperative, Inc. shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate Clay County Utility Authority facilities.
 - 8) All easements for the water and sewer systems marked CCUA and shown on the plat, are hereby irrevocably and without reservation dedicated to Clay County Utility Authority (CCUA), its successors and assigns.
 - 9) All easements for the underground electric distribution system, marked DEC and shown on the plat, are hereby irrevocably and without reservation dedicated to Clay Electric Cooperative, Inc. (CEC), its successors and assigns.
 - 10) CCS Utility Easements are dedicated to the City of Green Cove Springs, its successors and assigns.



PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3824

Trip Calculations

Traffic Impacts							
Land Use ¹ (ITE)	Square Footage/Dwelling Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Shopping Center**	633,000	42.70	27,030	.96	608	3.71	2,348
Existing ²	633,000	NA	11,135	NA	546	NA	1,081
Adjusted for Pearce Blvd	370,869	42.70	15,836	.96	356	3.71	1,376

- ▶ Square footage includes entire property. Actual buildable square footage will be lower once Pierce Blvd is constructed.
- ▶ Existing trip calculations is based on what is allowed by the current MUH zoning (70% industrial/30% commercial). This includes 70% of trips estimated by the ITE Trip Generation Manual 9th edition, added to 30% of trips calculated for a shopping center.

Compatibility

- ▶ The C-2 General Business Zoning district is a commercial zoning district which is intended for intensive uses that generate high traffic volumes. The subject property is located on US 17 which is a 4-lane principal arterial roadway and has a Future Land Use Designation of Industrial.
- ▶ Pearce Blvd shall be constructed connecting US 17 to CR 15A which is planned as part of the Rookery development.
- ▶ A traffic signal shall be installed at US 17 / Pearce Blvd—across from Hall Park Road

Staff Recommendation

- ▶ Recommend approval of second and final reading of ordinance O-16-2024, to amend the Zoning from MUH to C-2 for 24.22 acres of property located just West of US 17 and South of Energy Cove Lane



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** September 3, 2024
FROM: Michael Daniels, AICP, Development Services Director
SUBJECT: Second and final Reading of Ordinance O-19-2024, requesting for closure of transportation connection between Grove Street and St Johns Avenue *Michael Daniels*

PROPERTY DESCRIPTION

APPLICANT: James G Whitehouse, Esq.,
St. Johns Law Group **OWNER:** Springs Chapel Corp.

PROPERTY LOCATION: Grove Street/St Johns Avenue Intersection

FILE NUMBER: PHR-24-001

SURROUNDING LAND USE

EAST:	FLU: Neighborhood Z: R-1 Use: Residential (Single Family)	WEST:	FLU: Mixed Use / Commercial Z: Gateway Corridor Commercial / Residential Use: Church / School/ Undeveloped Property
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BACKGROUND

The property to the northwest of the intersection of St Johns Avenue and Grove Street is owned by Springs Chapel Corporation. The property is currently used as both a church and a school.

The property was approved for a Site Development Plan for the Orange Avenue Baptist Church by the City Council on May 7, 1997. After the approval of the site development plan, it was determined that due to traffic concerns along US 17 was required to secure a special exception to allow church uses within the R-1 Zoning District with rear access to St Johns Avenue. The Special Exception was approved on July 1, 1997, with the following conditions:

1. Orange Avenue Baptist Church shall bring all remaining properties into compliance with the current zoning requirements by acquiring a Special Exception and that the properties be made one single property through the filing of a Site Development Plan, that depicts the existing development, proposed development, landscaping, access, buffering and parking, and that this Site Development Plan be submitted and approved within 6 months of this meeting, and subject to the property being limited to one driveway, constructed to City standards, off St. Johns Avenue and depicted on the Site Development Plan.

In 2016, an amendment by Crossroads School was approved amending the original special exception to allow a school to be located at the site subject to the following conditions:

1. Ingress and egress for the school shall be limited to North Orange Avenue. No ingress and egress for the school shall be permitted off of St Johns Avenue.
2. The school shall comply with all comments from the City of Green Cove Springs Building Official and Clay County Fire Marshal.
3. An agent authorization for the Special Exception shall be executed by a director of the Springs Baptist Church Corporation, listed with the State of Florida.
4. Any parking created shall comply with the required landscaping requirements.
5. All signs on the property shall comply with Chapter 110 of the City Code.

In 2023, a code enforcement violation was issued to the property owner for failure to comply with the approved Special Exception approved in 2016, the violations included non-compliance with the following requirements:

1. Ingress and egress shall be limited to Orange Ave.
2. Lighting shall not encroach onto adjacent property.

The property owner has complied with the lighting issue by screening the lighting with a shield to limit the amount of encroachment onto adjacent property. To address the ingress and egress issue, the applicant requested a revision to their approved special exception for the school which was taken to the Planning and Zoning Commission on June 25, 2024. The request for a special exception revision was approved by the Planning and Zoning Commission on a 3-2 vote subject to the conditions set forth in the attached Springs Academy special exception approval letter and staff report. One of the conditions of approval was the following was:

- *Block Grove Street at St Johns Avenue with a permanent barrier. Grove Street must be closed prior to the start of the school year, which is August 13, 2024, subject to City Council approval.*

Two other conditions of the Special Exception involve the timing of completion of the proposed special exception improvements:

- *Secure a Site Development Plan approval subject to the special exception requirements within 120 days; and*
- *Completion of construction of the improvements set forth in the approved Site Development Plan and conditions within the Special Exception within 6 months subsequent to Site Plan approval*

As a result, of these condition that were approved by the Planning and Zoning Commission, the applicant is requesting that the intersection of St Johns Avenue and Grove Street be closed to all vehicular traffic movements as a condition of their special exception.

Due to the timing of the improvements, it shall be necessary for the applicant to provide a temporary barrier and temporary drop-off / pickup stacking plan prior to the school year starting on August 12, 2024. As a result, of comments at the first public hearing, staff added the condition to add a 30 notice to surrounding property owners if the City Council would consider revisiting the access in the future. In addition, staff added the condition that the applicant/owner shall be required to pay the city a fee if the temporary barriers provided by the City are not replaced by the applicant if the closure is approved.

Comprehensive Plan Factual Support

Objective 1.3. Character and Compatibility

Future development and redevelopment projects shall protect the City's unique character, historic neighborhoods, and high quality of life.

Policy 1.3.4. The City shall require all new development and redevelopment projects to integrate harmoniously into established neighborhoods through the use of buffering, open space, landscaping, and other site design tools.

Policy 1.3.5. The City shall ensure that all existing, new, and expanded subdivisions are consistent with the sustainability, character, compatibility, resource preservation, and economic development efforts of the City.

Policy 1.3.6. The City shall prohibit future encroachment of nonresidential development into established neighborhoods which are incompatible with the character of the area.

Attachments Include:

- Ordinance O-19-2024
- Application
- Site Sketch by Applicant
- Property Owner Affidavit
- Staff Report for Special Exception Revision for the Springs Chapel Church and School, SE 24-002
- SE 24-002 Special Exception Approval Letter
- PZB Minutes from 6/25/24

STAFF RECOMMENDATION

Staff recommends approval of the closure of the St Johns Avenue/Grove Street intersection with the following conditions:

- Provide a temporary barrier prior to the start of the school year that restricts access to Grove Street from St Johns Avenue that complies with FDOT Standard Plans for Road Construction design criteria Index 102-100 and provide reflectors as approved by City staff. If barrier is not timely constructed pursuant to these requirements, the applicant shall be required to pay a barricade fee to the City as set forth in Section 62-59.
- As part of the construction of the Site Development Plan as required by the approved Special Exception (SE-24-002) for the Church/School located at 1106 N Orange Avenue, the applicant/developer shall be required to remove the asphalt and lime rock within the portion of closed right-of-way from St Johns Avenue for 10' from the Right of Way as shown on Exhibit "B", as well as sod, landscape and buffer the area meeting the following requirements:
 - Provide a 6' high brick, stone or concrete block wall as set forth in the buffering requirements in Sec. 113-243(f) of the City Land Development Code at 10' from the right of way line as shown on Exhibit "B".
 - Small trees as set forth in the landscape buffer specifications in Sec. 113-243(f)(8) providing an average of 1 tree per 25 lineal feet and irrigating through the establishment period of said landscaping.
 - Provide a continuous hedge row pursuant to the specifications set forth in Sec. 113-244(f)(8)(b.).
 - Maintenance Agreement pursuant to Sec. 101-331 of the City LDC shall be required as part of the Site Development Plan approval.
 - Provide a 30-day notice to property owners within 300' of the Grove Street/St Johns Avenue intersection, if City Council were to consider reopening access at this location.

RECOMMENDED MOTIONS:

Motion to recommend approval of the second and final reading of Ordinance O-19-2024 to close and discontinue access between Grove Street and St Johns Avenue subject to staff comments.

ORDINANCE NO. O-19-0024

AN ORDINANCE CLOSING AND DISCONTINUING ACCESS BETWEEN GROVE STREET AND ST JOHNS AVENUE, AS SHOWN IN EXHIBIT “A”, BUT RETAINING OWNERSHIP OF SAID PORTION FOR LANDSCAPING AND OTHER GOVERNMENTAL USES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of Green Cove Springs, Florida (the "City") received a request from St. Johns Law Group. (the “Applicant”) to close and discontinue access between St Johns Avenue and Grove Street; and

WHEREAS, the City owns the right-of-way for the intersection of St Johns Avenue and Grove Street; and

WHEREAS, prohibiting access to Grove Street from St Johns Avenue was a condition of the applicant’s Special Exception regarding the Springs Academy school located on 1106 N Orange Avenue and will minimize the impact on St. Johns Avenue, a primarily residential street, from the school; and

WHEREAS, no other property owners will be landlocked or adversely affected by such closure; and

WHEREAS, the portion proposed for closure would be better served as a wall and landscaped open space, which the City will maintain and continue ownership of for the benefit of City residents.

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

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. AUTHORITY. This ordinance is adopted pursuant to the provisions of the Code; Article VIII, Section 2, Florida Constitution; sections 166.021 and 166.041, Florida Statutes, the City Charter of the City of Green Cove Springs; and other applicable provisions of law.

SECTION 3. DEFINITIONS AND INTERPRETATIONS. Unless otherwise defined herein, all capitalized terms in this ordinance shall have the meanings set forth in the Green Cove Springs City Code.

SECTION 4. APPLICANT OWNER REQUIREMENTS. Springs Chapel Corp shall:

- a. Provide and maintain a temporary barrier prior to the start of the school year that restricts access to Grove Street from St Johns Avenue that complies with FDOT Standard

Plans for Road Construction design criteria Index 102-100, subject to approval by Public Works staff until a permanent barrier is constructed. If a barrier is not timely constructed pursuant to these requirements, the applicant, Springs Chapel Corp, shall be required to pay a barricade fee to the City as set forth in Section 62-59, City Code.

- b. As part of the construction of the Site Development Plan as required by the approved Special Exception (SE-24-002) for the Church/School located at 1106 N Orange Avenue, the applicant, Spring Chapel Corp, shall be required to remove the asphalt and lime rock within the portion of closed right-of-way from St Johns Avenue for 10' from the Right of Way as shown on Exhibit "B", as well as sod, landscape and buffer the area meeting the following requirements:
- Provide a 6' high brick, stone or concrete block wall as set forth in the buffering requirements in Sec. 113-243(f) of the City Land Development Code at 10' from the right of way line as shown on Exhibit "B".
 - Small Trees as set forth in the landscape buffer specifications in Sec. 113-243(f)(8) providing an average of 1 tree per 25 lineal feet and irrigating through the establishment period of said landscaping.
 - Provide a continuous hedge row pursuant to the specifications set forth in Sec. 113-244(f)(8)(b.).
 - A Maintenance Agreement pursuant to Sec. 101-331 of the City LDC shall be required as part of the Site Development Plan approval.

SECTION 5. NOTIFICATION OF INTERSECTION

Prior to the City Council reopening or changing access at this intersection, notice to property owners within 300' of the Grove/St Johns intersection shall be provided, with proposed changes and date/time/location of public hearing(s) to consider the access revisions.

SECTION 6. CLOSURE AND DISCONTINUED USE OF A PORTION OF THE INTERSECTION OF ST JOHNS AVENUE AND GROVE STREET AS IDENTIFIED IN EXHIBIT "A".

A portion of St Johns Avenue from the northern Right-of-Way line of Grove Street to the southern Right-of-Way line of Grove Street and identified on Exhibit "A", is hereby closed; and use of this portion of right-of-way for vehicular traffic is discontinued subject to the requirements set forth in Section 4 above. The City shall maintain ownership of this portion of the right-of-way.

SECTION 7. CONFLICTS. If any portion of this Ordinance is in conflict with any other ordinance, then the provisions of this ordinance shall govern.

SECTION 8. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 9. EFFECTIVE DATE. This ordinance shall become effective immediately on the date City Council approves the ordinance on 2nd reading

INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 6th DAY OF AUGUST 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 3rd DAY OF SEPTEMBER, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

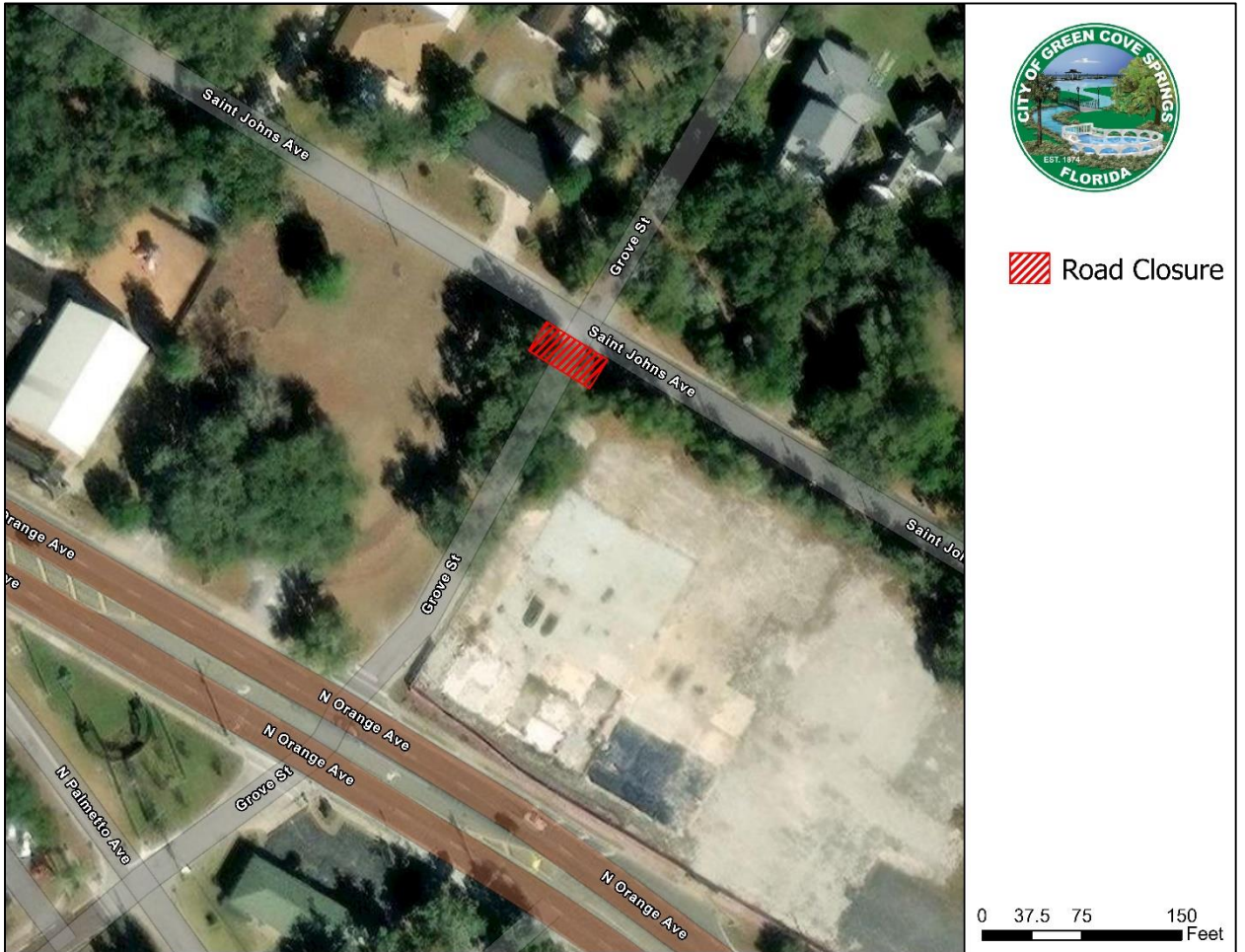
ATTEST:

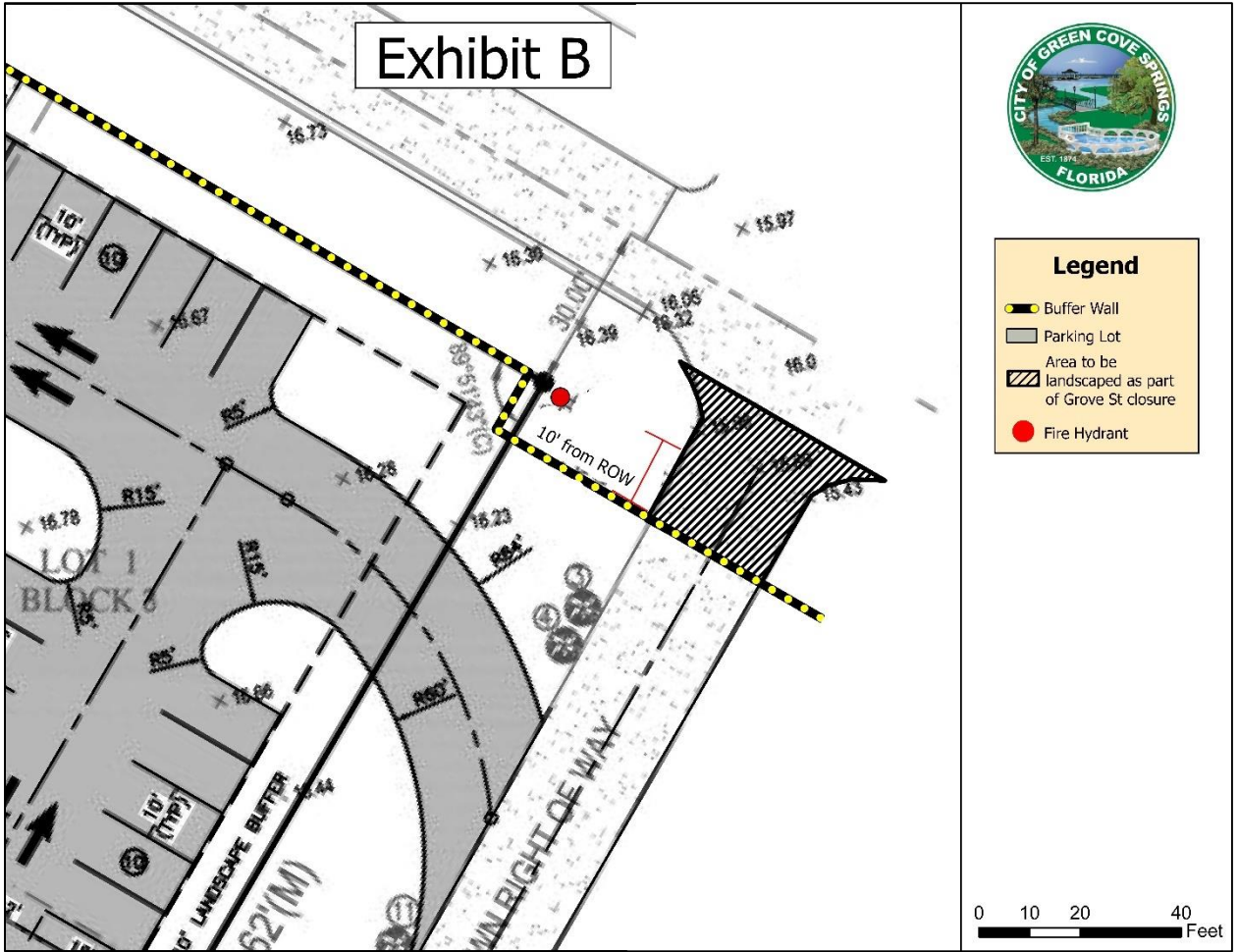
Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney

Exhibit "A"







FOR OFFICE USE ONLY
 Approved Denied Approval with conditions below
 Case Number: _____
 Planning & Zoning Director: _____

City of Green Cove Springs Public Hearing Request

You must have all information for your application to be considered complete. Incomplete applications will not be accepted. E-mail: planning@greencovesprings.com

A. PROCESS:

1. Submit by Application Deadline (see Review Schedule)
2. Staff Review (SDRT)
3. Planning & Zoning Board and / or City Council Review

B. TYPE OF PUBLIC HEARING & REQUEST DESCRIPTION

TYPE: Request for Closure of Connection between Grove St. and St. Johns Avenue (Per PZB / Citizen Recommendation)

DESCRIPTION:

Pursuant to the City Planning and Zoning Board's approval of a special exception for Springs Chapel and School, they recommended the applicant to petition the city commission to close the connection at Grove Street and St. Johns Ave. This request was in conformity with the St. Johns Avenue neighborhood's request for the same and as a condition of the approval. Hence this request for the commission to authorize the city manager to permit this closure of that connection as a win-win for all parties.

C. APPLICATION INFORMATION

1. NAME OF PETITIONER: James G. Whitehouse, Esq. for Springs Chapel (1106 N Orange Ave)
2. PETITIONER INFORMATION:
 ADDRESS: 104 Sea Grove Main Street
 CITY: St. Augustine STATE: FL ZIP CODE: 32080
 E-MAIL: jameswhitehouse@sjlawgroup.com PHONE NUMBER: 9044950400
3. ADDRESS OF SUBJECT PROPERTY: 1106 N. Orange Avenue GCS, FL 32043
4. PARCEL ID NUMBER(S): 38-06-26-017553-000-00
5. PROPERTY ACREAGE: 2.8 acres
6. EXISTING USE OF PROPERTY: Church and School
7. CURRENT LAND USE DESIGNATION: Mixed Use
8. CURRENT ZONING DESIGNATION: Gateway Corridor Commercial and Gateway Corridor Residential

D. SUBMITTAL REQUIREMENTS: With the application, please submit the following items.

1. Deed or other proof of ownership
2. Legal Description
3. Notarized signature of the property owner(s) & and the agent's signature, if applicable
4. Sketch Plan, if applicable
5. Fee:
 - a. \$125
 - b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements.



I/We certify and acknowledge that:

- 1. Advertising fees will be owed prior to moving forward to the Planning & Zoning Board and / or City Council.
- 2. I/We must comply with the requirements of the City of Green Cove Springs.
- 3. I/We will attend the public hearing(s) for this request

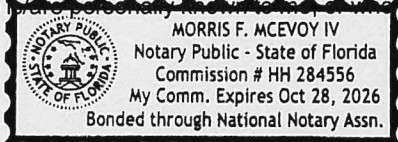
** Owners' authorization attached*

Signature of Property Owner
Christian Pope, Pastor
 Typed or printed name of Owner
07/02/2024
 Date

Signature of Agent (if applicable)
James G. Whitehouse, Esq.
 Typed or printed name of Agent
07/02/2024
 Date

 State of Florida County of St. Johns
 The foregoing application is acknowledged before me this 2nd day of July, 2024, by James Whitehouse, who is present personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



[Handwritten Signature]

Office Use Only:

Date Received: _____ Review Date: _____

Petition contains all required information: Yes _____ No _____

FLUM: _____ Zoning: _____

Petition is consistent with Comprehensive Plan: _____

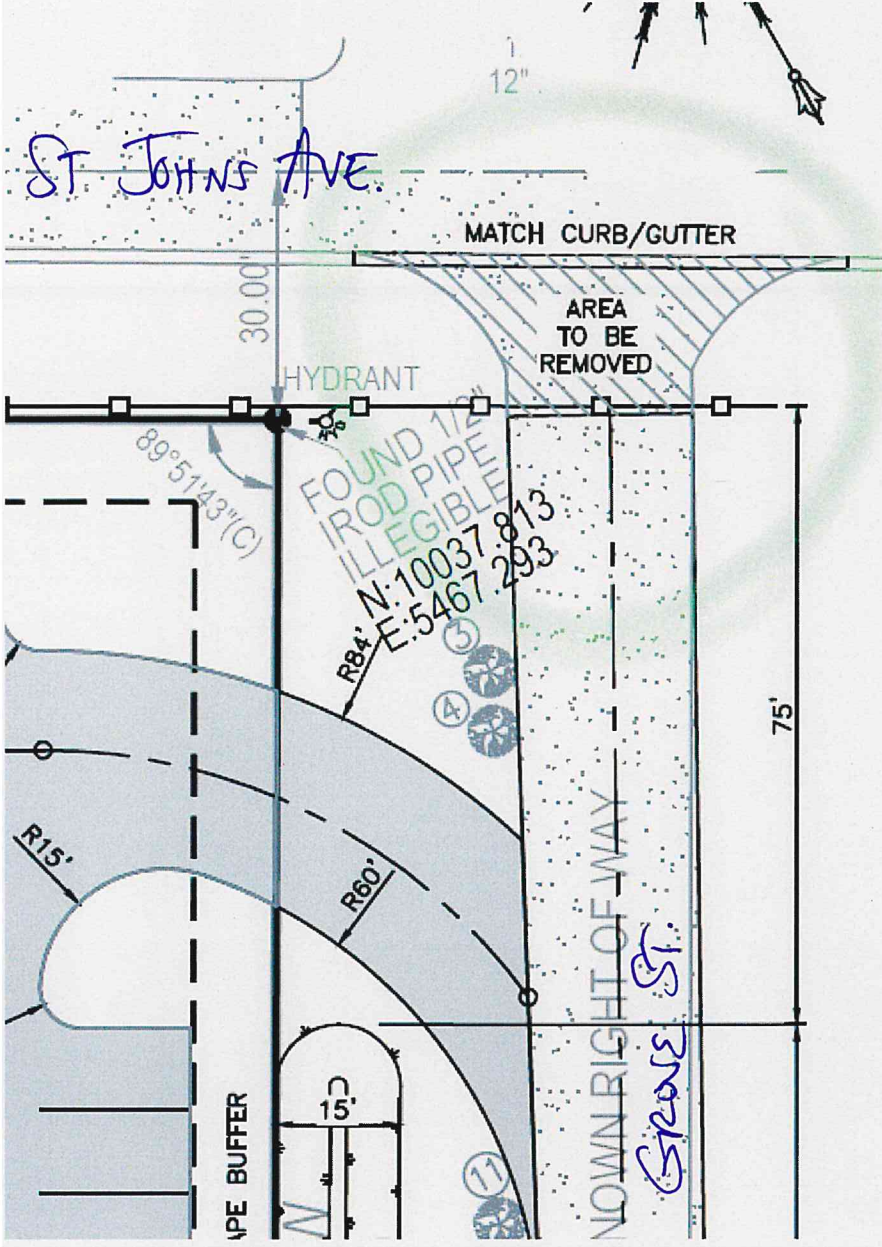
Petition is consistent with Zoning: _____

Petition Accepted: Yes _____ No _____

Comments/Conditions of Approval: _____

Petition Rejected: Yes _____ No _____

Reason: _____



TOCOI π **Engine**

ENGINEER OF RECORD
CHARLES SOHM

FLORIDA
REGISTRATION NUMBER:
79289

714 NORTH ORANGE AVENUE, GREEN COVE SF
PH: 904-215-1388 E.B. NUMBER

Item #5.



PROPERTY OWNER AFFIDAVIT

Owner Name: Springs Chapel Corp. (Pastor Christian Pope)	
Address: 1106 N. Orange Ave.	Phone:
Agent Name: James G. Whitehouse, Esq. (St. Johns Law Group)	
Address: 104 Sea Grove Main Street	Phone: 904-495-0400
Parcel No.: 38-06-26-017553-000-00	
Requested Action: Land Use Applications - Special Exception	

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: [Signature]

Printed name: Christian Pope for Springs Chapel Corp.

Date: 5/6/2024

The foregoing affidavit is acknowledged before me this 6 day of May, 2024, by Christian Pope, who is/are personally known to me, or who has/have produced personally known

as identification.



[Signature]
Signature of Notary Public, State of FL



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Planning and Zoning Commission **MEETING DATE:** June 25, 2024
FROM: Gabriel Barro, Planning and Zoning
SUBJECT: Review of Special Exception application for use of the south portion of the property for Springs Chapel as off-street parking

PROPERTY DESCRIPTION

APPLICANT: James G Whitehouse, Esq.,
St. Johns Law Group **OWNER:** Springs Chapel Corp.

PROPERTY LOCATION: 1106 N Orange Avenue

PARCEL NUMBER: 017553-000-00

FILE NUMBER: SE 24-002

CURRENT ZONING: Gateway Corridor Commercial, Gateway Corridor Residential, Low Density Residential R-1

FUTURE LAND USE DESIGNATION: Mixed-Use / Neighborhood

SURROUNDING LAND USE

NORTH: FLU: Neighborhood
Z: GCC / R-1
Use: Commercial / Residential

SOUTH: FLU: MU
Z: GCC
Use: Vacant

EAST: FLU: Neighborhood
Z: R-1
Use: Residential (Single Family)

WEST: FLU: MU / Public
Z: GCC / Institutional
Use: Food / Vacant Non-Residential

BACKGROUND

The property was approved for a Site Development Plan for the Orange Avenue Baptist Church by the City Council on May 7, 1997. Subsequent to the approval of the site development plan, it was determined that due to traffic concerns along US 17 was required to secure a special exception to allow church uses within the R-1 Zoning District. The Special Exception was approved on July 1, 1997 with the following conditions:

- Orange Avenue Baptist Church shall bring all remaining properties into compliance with the current zoning requirements by acquiring a Special Exception and that the properties be made one single property through the filing of a Site Development Plan, that depicts the existing

development, proposed development, landscaping, access, buffering and parking, and that this Site Development Plan be submitted and approved within 6 months of this meeting, and subject to the property being limited to one driveway, constructed to City standards, off St. Johns Avenue and depicted on the Site Development Plan.

In 2013, an amendment to the approved Site Development was submitted for approval which provided a driveway connection from the Church property to St Johns Avenue to the east.

According to Section 117-62(3) of the City Code, churches with their attendant education and recreational buildings and off-street parking areas are allowed by special exception in the Residential Low Density zoning district. In 2016, an amendment by Crossroads School was approved amending the original special exception to allow a school to be located at the site subject to the following conditions:

1. Ingress and egress for the school shall be limited to North Orange Avenue. No ingress and egress for the school shall be permitted off of St Johns Avenue.
2. The school shall with all comments from the City of Green Cove Springs Building Official and Clay County Fire Marshal.
3. An agent authorization for the Special Exception shall be executed by a director of the Springs Baptist Church Corporation, listed with the State of Florida.
4. Any parking created shall comply with the required landscaping requirements.
5. All signs on the property shall comply with Chapter 110 of the City Code.

Code Enforcement

The church has a history of non-compliance with regulations defined in past special exceptions.

In 2017, two code enforcement violations were issued to the property owner. One for accumulation of garbage and improper use of a carport. The other for failure to comply with the approved site plans and staff recommendations from 2013 and 2016: ingress and egress shall be limited to Orange Ave.

The Special Exception issued in 2016 allowed for a school at 1106 N Orange Ave for a maximum of 100 students. The school currently hosts 156 students, per the National Center for Education Statistics Private School Survey Data.

The same Special Exception from 2016 references a site plan from 2014 which required a hedge or fence with 85% opacity be placed along St. Johns Ave as part of a landscape buffer. No hedge or fence is currently in place.

In 2023, a code enforcement violation was issued to the property owner for failure to comply with the approved Special Exception approved in 2016: ingress and egress shall be limited to Orange Ave. This violation is still active.

The church is requesting an amendment to their 2016 Special Exception regarding approval to allow a school at 1106 N Orange Avenue with compliance with seeking to provide a buffered off street parking area to address the issue of vehicle stacking on streets surrounding the property, as addressed by the surrounding residents. The property is used as a K-12 educational facility and sees higher than normal traffic volume during drop off and pick up hours.

Due to a history of non-compliance with past Special Exceptions and the current code enforcement violation, staff is recommending that failure to obtain and comply with the current special exception results in a fine of \$25 per day retroactive to the 29th of April, 2024.

Special Exception Review Criteria

When deciding on special exception requests, the Site Development Review Team (SDRT) will ensure the following criteria are satisfied:

- (1) Compliance with all elements of the comprehensive plan.
The proposed request is consistent with the Comprehensive Future Land Use Policy 1.1.1(c), which allows the Gateway Corridor Commercial Zoning District within the Mixed Use Future Land Use Designation
- (2) The establishment, maintenance or operation of the special exception will not be detrimental to or endanger the public health, safety, or general welfare, and is not contrary to established standards, regulations or ordinances of other governmental agencies.
The proposed development will meet this criteria with the addition of certain requirements.
- (3) Each structure or improvement is so designed and constructed that it is not unsightly, undesirable or obnoxious in appearance to the extent that it will hinder the orderly and harmonious development of the city and the zoning district in which it is proposed.
The construction plan will meet this criteria with the addition of a landscape buffer, decorative wall along St. Johns Ave, and 1 tree per every 25 ft along St Johns Ave.
- (4) The special exception will not adversely impact the permitted uses in the zoning district nor unduly restrict the enjoyment of other property in the immediate vicinity nor substantially diminish or impair property values within the area.
The proposed use will be consistent with the existing uses in the gateway corridor and will not negatively impact the area with the addition of certain requirements.
- (5) The establishment of the special exception will not impede the orderly development and improvement of the surrounding property for uses permitted in the zoning district.
The proposed use will not impact the improvement of surrounding properties.
- (6) Adequate water supply and sewage disposal facilities will be provided in accordance with state and county health departments.
Water and sewer are available.
- (7) Adequate access roads, onsite parking, onsite loading and unloading berths, and drainage have been or will be provided where required.
Vehicles will enter the parking lot off of Grove St and be directed through a pickup line. Vehicles will then exit onto N Orange Ave.
- (8) Adequate measures have been taken to provide ingress and egress to the property, which is designed in a manner to minimize traffic congestion on local roads.
Access is provided off N Orange Ave and Grove St.
- (9) Adequate screening and buffering of the special exception will be provided, if needed.
Landscape buffers will be provided along areas abutting neighborhoods.
- (10) The special exception will not require signs or exterior lighting which will cause glare, adversely impact area traffic safety or have a negative economic effect on the area. Any signs or exterior lighting required by the special exception shall be compatible with development in the zoning district.
The special exception will not require signs specific to it.
- (11) The special exception will conform to all applicable regulations of the zoning district in which it is proposed.

STAFF RECOMMENDATION

Staff recommends approval of the modifications to the Special Exception, subject to the following conditions:

- Define the maximum number of students to no more than 156 students.
- Addition of or modification to any existing structure/facility on the site as of the approval of this modification, will require a modification to the Special Exception.
- Provide parking calculations along with site plans.
- Provide a tree survey showing the location of existing trees, comply with the tree preservation requirements set forth in Sec. 113-274~279.
- Secure permits from FDOT for state road access/driveway.
- Ingress and egress are prohibited on St. Johns Avenue. Provide a gate on the St. Johns Avenue driveway, to be closed during school hours.
- A 6' high wall and trees (1 per 25 feet) to be provided along St. Johns Avenue as part of the required landscape buffer per Sec. 113-243.
- Gate at access to St. Johns Avenue must be closed and secured during drop-off hours, school hours and pick-up hours.
- Provide vehicle stacking to scale, each vehicle should be 10' in width and 20' in length. A minimum of 200' of stacking shall be provided.
- Block Grove Street at St Johns Avenue with a permanent barrier. Grove Street must be closed prior to the start of the school year, which is August 13, 2024, subject to City Council approval.
- Provide a temporary stacking plan for school drop off and pickup with no access from St. Johns Avenue.
- Special Exception shall be limited to Springs Chapel Corp. Any change in ownership shall require modification to the Special Exception.
- Upon approval, failure to comply will result in pulling of the current and past Special Exceptions.

Submittal timeframes

1. Secure a Site Development Plan approval subject to the special exception requirements within 120 days; and
2. Completion of construction of the improvements set forth in the approved Site Development Plan and conditions within the Special Exception within 6 months subsequent to Site Plan approval; and
3. Not meeting these timeframes shall be considered a violation of the approved Special Exception and shall be grounds for the special exception to be returned to the Planning and Zoning Commission for revocation of the Special Exception; and
4. Any other violations of the Special Exception and Site Development Plan shall follow the Code Enforcement procedure set forth in Chapter 22 of the Green Cove Springs City Code.



City of Green Cove Springs

Phone: (904) 297-7500
 Fax: (904) 284-8118
www.greencovesprings.com

321 Walnut Street
 Green Cove Springs, FL 32043
 Florida Relay – Dial 7-1-1

July 16, 2024

James Whitehouse, Esq., BCS
 St. Johns Law Group
 104 Sea Grove Main Street
 St. Augustine, FL 32080
jameswhitehouse@sjlawgroup.com

RE: SE-24-002 Special Exception for Springs Chapel

The City of Green Cove Springs received your application for a modification to the special exception by Springs Chapel for the Springs Academy on the property located at 1106 N Orange Avenue/Parcel #017553-000-00 on May 6, 2024.

The special exception was approved by the Planning and Zoning Commission on June 25, 2024 subject to the following conditions and submittal timelines:

Conditions-

1. Define the maximum number of students to no more than 156 students.
2. Addition of or modification to any existing structure/facility on the site as of the approval of this modification, will require a modification to the Special Exception.
3. Provide parking calculations along with site plans.
4. Provide a tree survey showing the location of existing trees, comply with the tree preservation requirements set forth in Sec. 113-274~279.
5. Secure permits from FDOT for state road access/driveway.
6. Ingress and egress are prohibited on St. Johns Avenue. Provide a gate on the St. Johns Avenue driveway, to be closed during school hours.
7. A 6' high wall and trees (1 per 25 feet) to be provided along St. Johns Avenue as part of the required landscape buffer per Sec. 113-243.
8. Gate at access to St. Johns Avenue must be closed and secured during drop-off hours, school hours and pick-up hours.
9. Provide vehicle stacking to scale, each vehicle should be 10' in width and 20' in length. A minimum of 200' of stacking shall be provided.
10. Grove Street must be closed prior to the start of the school year, which is August 13, 2024, subject to City Council approval.
11. Provide a temporary stacking plan for school drop off and pickup with no access from St. Johns Avenue.

12. Special Exception shall be limited to Springs Chapel Corp. Any change in ownership shall require modification to the Special Exception.
13. Upon approval, failure to comply will result in pulling of the current and past Special Exceptions.

Submittal timeframes-

1. Secure a Site Development Plan approval subject to the special exception requirements within 120 days; and
2. Completion of construction of the improvements set forth in the approved Site Development Plan and conditions within the Special Exception within 6 months subsequent to Site Plan approval; and
3. Not meeting these timeframes shall be considered a violation of the approved Special Exception and shall be grounds for the special exception to be returned to the Planning and Zoning Commission for revocation of the Special Exception; and
4. Any other violations of the Special Exception and Site Development Plan shall follow the Code Enforcement procedure set forth in Chapter 22 of the Green Cove Springs City Code.

Please contact me directly at mdaniels@greencovesprings.com if you have any questions.

Sincerely,



Michael Daniels, AICP
Development Services Director
City of Green Cove Springs

CITY OF GREEN COVE SPRINGS PLANNING & ZONING BOARD MEETING

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, JUNE 25, 2024 – 5:00 PM



MINUTES

Chairman Danley called the meeting to order at 5:00pm.

ROLL CALL

Board Members Present: Board Member Henrietta Francis, Board Member Justin Hall, Board Member Phil Vetter, Vice Chairman Joshua Hobbs, Chairman Josh Danley

Staff Members Present: Steve Kennedy, City Manager, Mike Null, Assistant City Manager, Michael Daniels, Development Services Director, Gabriel Barro, Staff Planner, Lyndie Knowles, Development Services Representative

APPROVAL OF MINUTES

1. Approval of the Minutes of the May 28, 2024 Meeting

Motion was made to approve the minutes of the May 28, 2024 meeting.

Motion made by Board Member Francis, Seconded by Board Member Hall. Voting Yea: Board Member Francis, Board Member Hall, Board Member Vetter, Vice Chairman Hobbs, Chairman Danley

Motion passed 5-0.

PUBLIC HEARINGS

2. Review of Special Exception application for use of the south portion of the property for Springs Chapel as off-street parking

Staff Planner, Gabriel Barro presented the request for modification of the Special Exception for Springs Chapel. Staff recommended approval with the conditions of meeting all conditions within specified timeframes.

Chairman Danley opened the public hearing.

The applicant, James Whitehouse, was present and presented his case before answering questions from the board members.

It was noted by Development Services Director, Michael Daniels that the closing of Grove Street at St. Johns Avenue will require City Council approval.

Several neighboring property owners were in attendance to speak against the modification. Beverly Beauregard asked questions regarding the closing of Grove Street. Mr. Daniels

clarified that it would be a permanent barrier. She also inquired about the lights within the new parking area. Mr. Daniels noted that the lighting will be addressed during site plan approval which will come back before the board. Ms. Beauregard asked if the church decided to move, could someone else come in and set up in the same manner. The special exception is specified to the current property owner and if a new owner came in, they would have to apply for a new special exception. Ms. Beauregard stated for the record that she would prefer the proposed parking/drop off area to remain grass.

Regina Horwath brought up that there are no sidewalks on St. Johns Avenue so when she walks her dog, it is scary with the traffic. She stated that previously there were houses on the southeast portion of the lot. She took issue with the statement on the application that said the change would increase property values and noted that the statement was subjective, and she disagrees. She also stated that she did not care for the applicant proposed fence/ landscaping. She has questions regarding the existing trees and Mr. Daniels noted that we have tree preservation requirements and that will be addressed during the site plan review. Ms. Horwath also had issues with the dumpster location and is concerned with the additional noise it may cause. She would prefer that the area in question remain vacant or be homes and stay residential. She inquired about the gate that was mentioned. The gate referenced is existing and the conditions to the special exception would require that gate to be closed during school hours including drop off and pick up.

Eileen Ott noted that she lives across from the school. She and her husband were present for the 2016 special exception and doesn't feel that the conditions of that special exception were not adhered to. She said she was under the impression that the school was for originally 30 children and up to 100 children that were special needs. She said that she cannot figure out how many children are enrolled by visiting the school's website. She feels that the issues have been addressed only when the residents raise concerns. She doesn't think that the location can support 156 students. Board member Francis asked if when she raised concerns, were they addressed. Mrs. Ott said that eventually, but that additional concerns continue to exist. She feels that as the number of children attending, the traffic will increase and that will include students that will drive.

Richard Ott reiterated the concerns of the previous residents. He provided an email outlining his concerns and a copy of the minutes of the 2016 meeting regarding the current special exception for the school. He noted the issues and violations that had been brought against the church over the years. He does not understand why the church/school needs an additional 70 spaces for parking. He feels that this is a prelude to more growth. He asked if parking will be paved. Mr. Daniels responded that it will be paved, and that stormwater will be addressed during the site plan approval process. Mr. Ott inquired on the timelines of the conditions which were outlined in the presentation. He also mentioned the conditions of the previous special exception have not been met. He also raised concerns regarding the noise of the children throughout the school day and during dismissal. He feels the school is "out of control". Board member Francis asked what Mr. Ott suggests. He said he would like to keep them under control, but he thinks the residential lots should stay residential. Ultimately, he feels it should be shut down. Vice Chairman Hobbs inquired on the history of the church and how long it has been in operation. He asked if Mr. Ott would prefer it to stay a grass lot. He would like to see a solid wall but against their commercial portion and not against the residential lot. He does not want a paved parking lot on a residential zoned lot.

Terry Kelly noted that the 2016 special exception limited their access to US 17, not Grove Street, St. Johns Avenue or Governors. He says there has been no compliance since 2016. He stated that his property value has decreased. He expressed concerns about the landscaping not being maintained, trash coming into his yard, lights bleeding into his yard and the noise from the children. He echoed the concern that the school remains non-compliant. He does not agree that the gate at St. Johns is being used for church use only. He would like to see a solid wall across the entire east side of the parcel. He does not feel there are any compliance enforcement capabilities. Chairman Danley expressed that he thought the solid wall would solve most of the issues. Mr. Kelly agreed that a "beautiful wall" would be agreeable for himself. Vice Chairman Hobbs also agreed that this would be a potential along with the limitation of the number of students. Vice Chairman Hobbs also inquired about code enforcement of the area and Mr. Daniels responded that code enforcement has cited the property regarding access, and they are currently under a code enforcement order which has led to this modification application. Mr. Kelly feels that moving the access to St. Johns Avenue would solve a lot of the issues. Discussion was had regarding the gate at St. Johns Avenue, but Mr. Kelly would like all access removed.

Mr. Whitehouse responded to a few of the comments and he and his client understands that the solid wall would be the more agreeable option. He feels that these issues can be addressed, and they can work with the neighbors during the site plan process. In response to the additional parking, the church is a 300-seat church, and they are trying to increase the parking for the church with this addition as well.

Mr. Ott objected that they need additional parking for the church.

Board Member Vetter asked Mr. Whitehouse about the number of students currently. Mr. Whitehouse stated that his client is asking for 156 students. Per the National Center for Education Statistics Private School Survey Data has the current reported enrollment at 156 but that was not confirmed by the applicant. Mr. Vetter also asked for a better definition of the decorative wall/permanent barrier. Mr. Daniels confirmed that it would be a solid block masonry wall and that would come back before the board during the site plan approval process. Mr. Vetter proposed an alternative stacking plan and Mr. Whitehouse argued why the current proposed plan is more desirable in the eyes of his client.

City Attorney Jim Arnold gave a reminder to the board regarding ex-parte communication.

Mr. Kelly came back to the podium to agree that the city is growing but that the residents are asking the City to protect them. He also brought the concern that a confirmed number of currently enrolled students was not provided by the applicant.

Mr. White house explained that the order and the conditions will protect the residents. He feels that these conditions will alleviate the issues.

Ms. Beauregard came back up to get clarification on the type of wall. It was again confirmed that it will be a solid block concrete block masonry wall. Again, it was reiterated that the design would come back to the board for approval during the site plan review process.

Chairman Danley closed the public hearing.

Board discussion followed. Board Member Hall expressed concern about closing off the access to Grove Street and the addition of a permanent parking area. Mr. Daniels explained that the residential area could go back to being residential, but it could not be a commercial use. Mr. Hall would prefer not to have a paved surface parking area and keep access on/off US 17. Mr. Daniels brought up the concern that stacking could potentially impact US 17. From the city's standpoint, it is required for parking to be paved.

Mr. Daniels explained the process for code enforcement violations on this type of property, the history of the code enforcement for this specific property and that the idea is to find a permanent solution.

Board Member Francis shared that she feels blocking off Grove Street now will prevent future issues. She also feels like once these conditions are in place, this will solve the current issues.

Vice Chairman Hobbs asked Chairman Danley his professional opinion as a real estate agent if the closing of Grove would negatively impact the properties real estate prospects. Chairman Danley's opinion was that it would not.

A motion was made to approve the special exception modification subject to the conditions and submittal timelines which are as follows:

Conditions-

- 1. Define the maximum number of students to no more than 156 students.**
- 2. Addition of or modification to any existing structure/facility on the site as of the approval of this modification, will require a modification to the Special Exception.**
- 3. Provide parking calculations along with site plans.**
- 4. Provide a tree survey showing the location of existing trees, comply with the tree preservation requirements set forth in Sec. 113-274~279.**
- 5. Secure permits from FDOT for state road access/driveway.**
- 6. Ingress and egress are prohibited on St. Johns Avenue. Provide a gate on the St. Johns Avenue driveway, to be closed during school hours.**
- 7. A 6' high wall and trees (1 per 25 feet) to be provided along St. Johns Avenue as part of the required landscape buffer per Sec. 113-243.**
- 8. Gate at access to St. Johns Avenue must be closed and secured during drop-off hours, school hours and pick-up hours.**
- 9. Provide vehicle stacking to scale, each vehicle should be 10' in width and 20' in length. A minimum of 200' of stacking shall be provided.**

10. . Grove Street must be closed prior to the start of the school year, which is August 13, 2024, subject to City Council approval.
11. Provide a temporary stacking plan for school drop off and pickup with no access from St. Johns Avenue.
12. Special Exception shall be limited to Springs Chapel Corp. Any change in ownership shall require modification to the Special Exception.
13. Upon approval, failure to comply will result in pulling of the current and past Special Exceptions.

Submittal timeframes:

1. Secure a Site Development Plan approval subject to the special exception requirements within 120 days; and
2. Completion of construction of the improvements set forth in the approved Site Development Plan and conditions within the Special Exception within 6 months subsequent to Site Plan approval; and
3. Not meeting these timeframes shall be considered a violation of the approved Special Exception and shall be grounds for the special exception to be returned to the Planning and Zoning Commission for revocation of the Special Exception; and
4. Any other violations of the Special Exception and Site Development Plan shall follow the Code Enforcement procedure set forth in Chapter 22 of the Green Cove Springs City Code.

Motion made by Board Member Francis, Seconded by Vice Chairman Hobbs.
Voting Yea: Board Member Francis, Vice Chairman Hobbs, Chairman Danley
Voting Nay: Board Member Hall, Board Member Vetter

Motion passed 3-2.

3. Review of Special Exception application to allow for a street wall along US 17 as a design option at the Clay County Economic Development Building site

Gabriel Barro, staff planner, presented the application for special exception.

Chairman Danley opened the public hearing.

Charlie Latham, Assistant County Manager, was present and thanked the board for their consideration.

Chairman Danley closed the public hearing.

Motion was made to approve the special exception to allow for a street wall along US 17 as a design option at the Clay County Economic Development Building site.

Motion made by Vice Chairman Hobbs, Seconded by Board Member Hall.

Voting Yea: Board Member Francis, Board Member Hall, Board Member Vetter, Vice Chairman Hobbs, Chairman Danley

Motion passed 5-0

4. Review of Zoning Amendment Request for Parcel 016579-000-00 from Mixed Use Highway, MUH to General Commercial, C2

This item was tabled until the July 23, 2024 Planning and Zoning meeting at the request of the applicant.

5. Review of Modification of Rookery (formerly Ayrshire) Planned Unit Development

This item was tabled until the July 23, 2024 Planning and Zoning meeting at the request of the applicant.

ACTION ITEMS

6. Review of a Site Development Plan for the Clay County Economic Development Building at 633 N Orange Avenue

Gabriel Barro, staff planner, presented the application for a Site Development Plan for the Clay County Economic Development Building at 633 N Orange Avenue. This was presented during the presentation for item # 3.

Motion was made to approve the Site Development Plan for the Clay County Economic Development Building at 633 N Orange Avenue subject to staff comments due to City Council approval.

Motion made by Board Member Hall, Seconded by Vice Chairman Hobbs. Voting Yea: Board Member Francis, Board Member Hall, Board Member Vetter, Vice Chairman Hobbs, Chairman Danley

Motion passed 5-0

BOARD BUSINESS

Development Services Director, Michael Daniels shared that the Community Redevelopment Agency would be holding a public art workshop on July 9th and that involvement from the board would be welcome.

The Live Local Act has been updated by the State. The changes and the proposed SOP presented at the July meeting.

Chairman Hobbs inquired about the Rivers House project. Director Daniels said that the last low bidder was disqualified and that it would be going back out to bid on July 18th.

Chairman Francis asked about the status of the renovation of the Augusta Savage auditorium. Assistant City, Mike Null spoke regarding that item and said it would be going back out for bid in the new few weeks.

Another project, Graylon Oaks, that was approved by the board previously will now be coming back to Council for final approval soon.

Assistant City Manager, Mike Null gave an update on the Walnut Street renovation. The full project should be completed by the end of August 2024. Vice Chairman Hobbs asked if there was any plans to add brick roadways in other areas of the city. Unfortunately the brick is less cost effective than asphalt but they will be using stamped asphalt in some areas.

City Attorney Jim Arnold reminded the board that they can make suggestions to change conditions of approvals on items if they think something may be beneficial to all parties.

Board discussion followed.

ADJOURNMENT

Chairman Danley adjourned the meeting at 7:14pm

NEXT MEETING: TUESDAY, JULY 23, 2024 AT 5:00PM

CITY OF GREEN COVE SPRINGS, FLORIDA

Joshua Danley, Chairman

Attest:

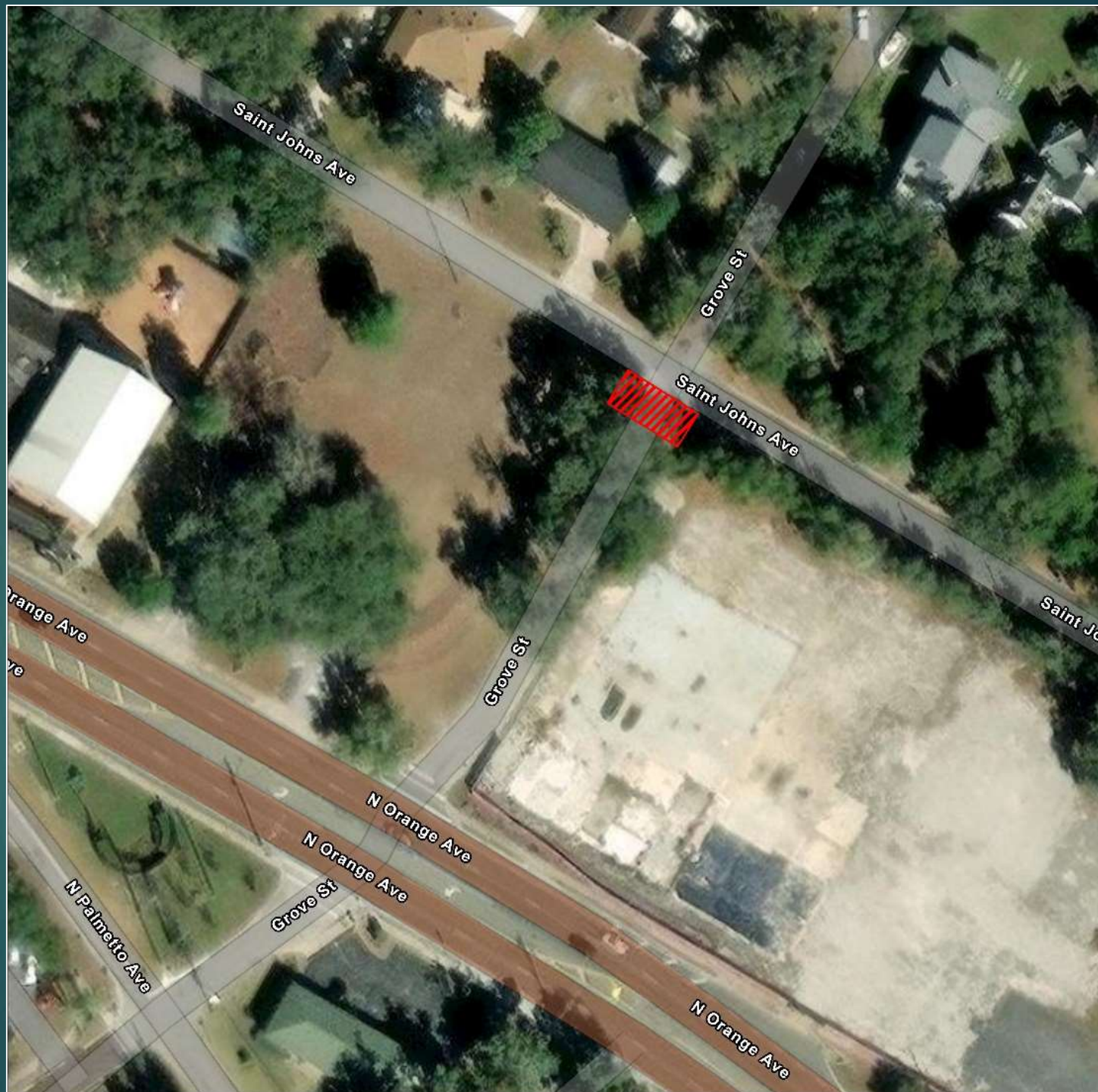
Lyndie Knowles, Development Services Rep.

Second and final Reading of Ordinance O-19-2024,
requesting for closure of transportation connection
between Grove Street and St Johns Avenue

Property and Applicant Information

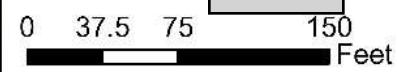
SUBJECT:	Request for a modification to an existing special exception for a church/school on a portion residential property at 1106 N Orange Avenue
APPLICANT/AGENT:	James G Whitehouse St Johns Law Group
PROPERTY OWNER:	Springs Chapel Corp Pastor Christian Pope
LOCATION:	1106 North Orange Avenue

Aerial Location



Item #5.

 Road Closure



Grove St (West)



Item #5.

St Johns (North)

Item #5.



St Johns south

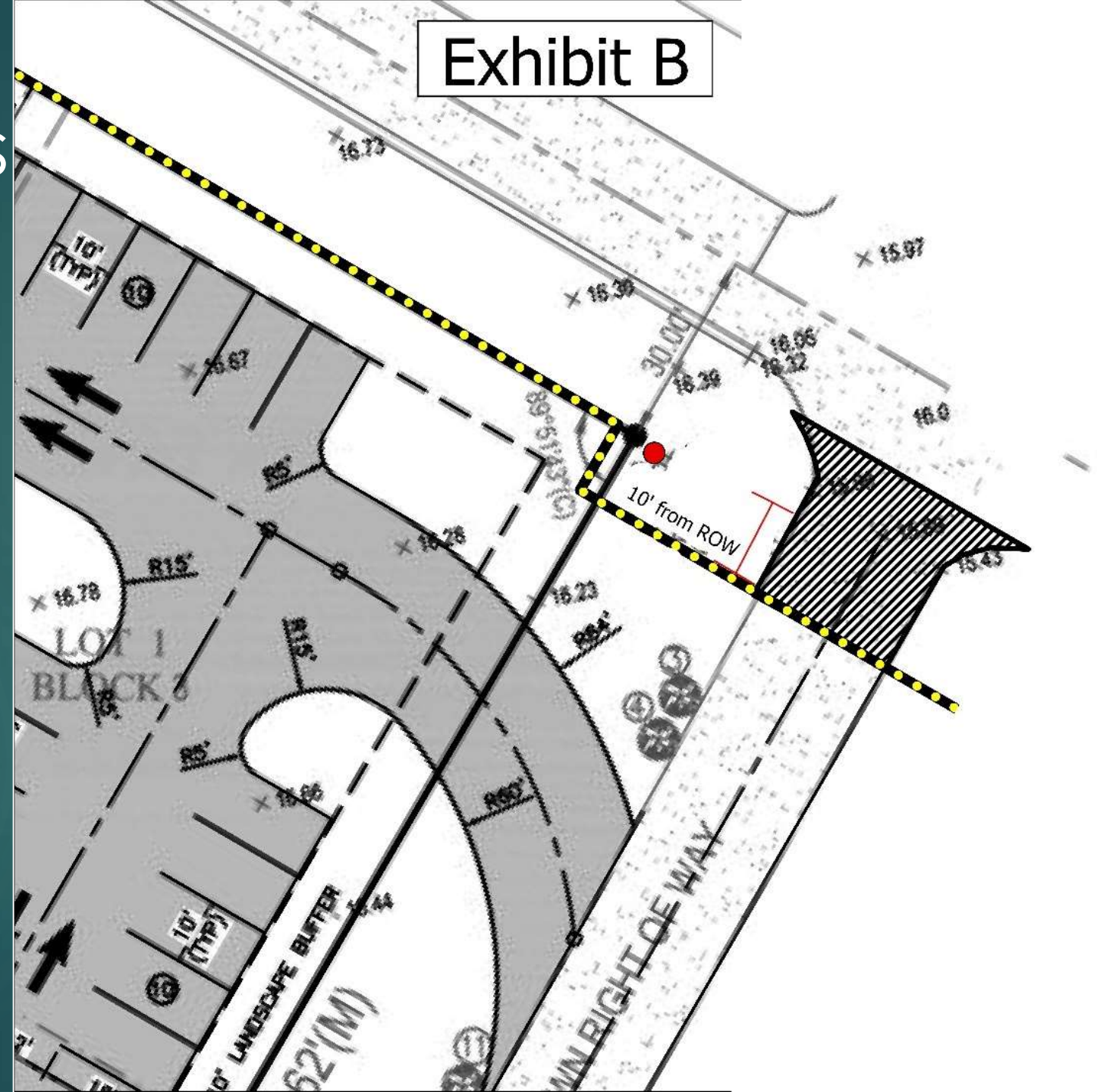


Spring Chapel Special Exception SE 24-02

- ▶ Approved by the Planning and Zoning Commission on June 25, 2024 with conditions including the following requirement to:
 - ▶ Block Grove St at St. Johns Ave with a permanent barrier. Grove St must be closed prior to the start of the school year, which is August 13, 2024 (requires Council approval)

Road Closure Requirements

Exhibit B



Legend

- Buffer Wall
- Parking Lot
- Area to be landscaped as part of Grove St closure
- Fire Hydrant

Changes from the August 6th First Reading

- ▶ Notification Requirements if Council revisits access closure in the future
- ▶ Condition that the applicant/owner shall be required to pay the city a daily fee if the temporary barriers provided by the City are not replaced by the applicant if the closure is approved.

Staff Recommendation:

- ▶ Staff recommends approval of the closure with the following conditions:
 - Provide and maintain a temporary barrier that complies with FDOT Standard Plans for Road Construction design criteria Index 102-100 and provide reflectors as approved by City staff.
 - If a barrier is not timely constructed pursuant to these requirements, the applicant, Springs Chapel Corp, shall be required to pay a barricade fee to the City as set forth in Section 62-59, City Code. Permanent Barrier (with site plan submittal)
 - Provide a 6' high brick, stone or concrete block wall as set forth in the buffering requirements in Sec. 113-243(f) of the City Land Development Code at 10' from the right of way line as shown on Exhibit "B".
 - Small trees as set forth in the landscape buffer specifications in Sec. 113-243(f)(8) providing an average of 1 tree per 25 lineal feet and irrigating through the establishment period of said landscaping.
 - Provide a continuous hedge row
 - Maintenance Agreement

Recommended Motion:

- ▶ Motion to recommend approval of the second and final reading of Ordinance O-19-2024 to close and discontinue access between Grove Street and St Johns Avenue subject to staff comments.

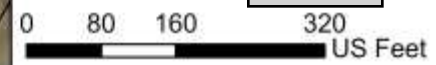
Property Location

Item #5.



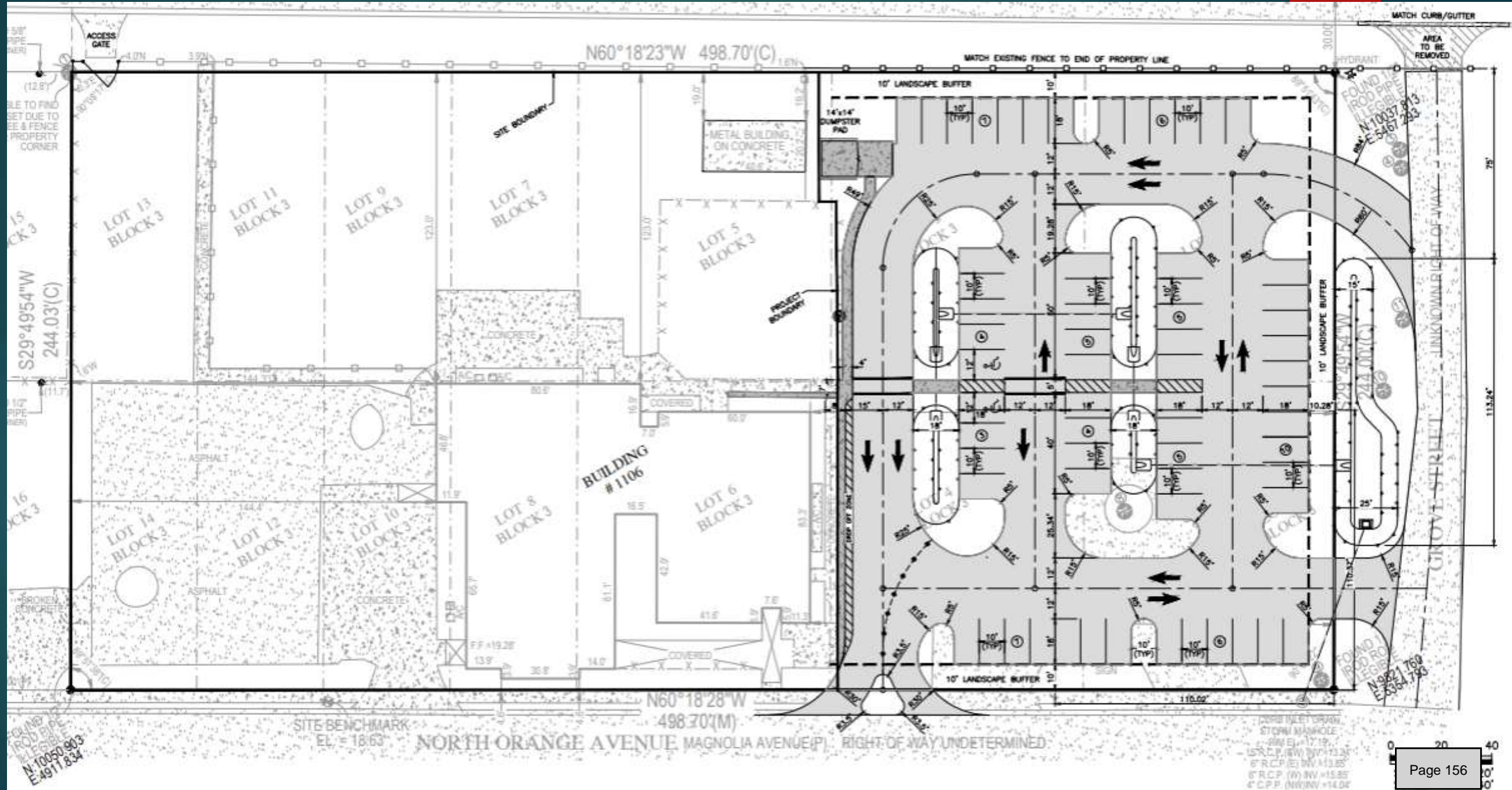
Legend

- Roads
- Target Parcel
- Parcels



Master Plan

Item #5.



SE 24-2 Special Exception Conditions

- ▶ Define the maximum number of students to no more than 156 students.
- ▶ Addition of or modification to any existing structure/facility on the site as of the approval of this modification, will require a modification to the Special Exception.
- ▶ Provide parking calculations along with site plans.
- ▶ Provide a tree survey showing the location of existing trees, comply with the tree preservation requirements set forth in Sec. 113-274~279.
- ▶ Secure permits from FDOT for state road access/driveway.
- ▶ Ingress and egress are prohibited on St. Johns Avenue. Provide a gate on the St. Johns Avenue driveway, to be closed during school hours.
- ▶ A 6' high wall and trees (1 per 25 feet) to be provided along St. Johns Avenue as part of the required landscape buffer per Sec. 113-243.
- ▶ Gate at access to St. Johns Avenue must be closed and secured during drop-off hours, school hours and pick-up hours.
- ▶ Provide vehicle stacking to scale, each vehicle should be 10' in width and 20' in length. A minimum of 200' of stacking shall be provided.
- ▶ Grove Street must be closed prior to the start of the school year, which is August 13, 2024, subject to City Council approval.
- ▶ Provide a temporary stacking plan for school drop off and pickup with no access from St. Johns Avenue.

SE 24-2 Special Exception Conditions (continued)

- ▶ Special Exception shall be limited to Springs Chapel Corp. Any change in ownership shall require modification to the Special Exception.
- ▶ Upon approval, failure to comply will result in pulling of the current and past Special Exceptions.
- ▶ Submittal timeframes-
- ▶ Secure a Site Development Plan approval subject to the special exception requirements within 120 days; and
- ▶ Completion of construction of the improvements set forth in the approved Site Development Plan and conditions within the Special Exception within 6 months subsequent to Site Plan approval; and
- ▶ Not meeting these timeframes shall be considered a violation of the approved Special Exception and shall be grounds for the special exception to be returned to the Planning and Zoning Commission for revocation of the Special Exception; and
- ▶ Any other violations of the Special Exception and Site Development Plan shall follow the Code Enforcement procedure set forth in Chapter 22 of the Green Cove Springs City Code.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** September 3, 2024

FROM: L. J. Arnold III, City Attorney

SUBJECT: Public Hearing and approval of Final Assessment Resolution No. R-17-2024, a Resolution relating to reimposition of Solid Waste Service Assessments in the Magnolia West Assessment Area, Approving the Solid Waste Roll; and Confirming the Initial Assessment Resolution.

BACKGROUND

The City duly passed City Ordinance No. O-04-2016 on April 5, 2016. A copy of the Staff Report in support of such Ordinance is attached hereto for explanatory purposes. The City also has passed Resolution No. R-10-2024 (copy attached), which was the next step in the process to authorize the collection of solid waste and recyclable material assessments within the Magnolia West Subdivision. This Final Assessment Resolution R-17-2024 is the next step in that process and must be adopted following the public hearing. Staff and outside legal counsel recommend passage of the subject Resolution as outlined herein. This is our ninth year of collecting Solid Waste Service Assessments yearly rather than monthly.

FISCAL IMPACT

The City should collect all of the solid waste service assessments within Magnolia West. This method of collection will ensure that all homes pay for their monthly solid waste services on a yearly basis.

RECOMMENDATION

Approve Resolution No. R-17-2024, a Resolution which authorizes the City to collect Solid Waste Assessments within the Magnolia West Subdivision.

RESOLUTION NO. R-17-2024

A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS WITHIN THE MAGNOLIA WEST ASSESSMENT AREA IN THE CITY OF GREEN COVE SPRINGS, FLORIDA; PROVIDING FINDINGS, AUTHORITY, DEFINITIONS AND INTERPRETATION; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY LOCATED THE MAGNOLIA WEST ASSESSMENT AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE UPDATED SOLID WASTE ASSESSMENT ROLL AND PROVIDING FOR COLLECTION; CONFIRMING THE PRELIMINARY RATE RESOLUTION; PROVIDING FOR EFFECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of Green Cove Springs, Florida (the "City"), has enacted Chapter 78, Article VII of the Green Cove Springs Code of Ordinances (the "Code"), which authorizes the imposition of annual Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection services, facilities and programs against certain Residential Property within the City; and

WHEREAS, the City Council has enacted Chapter 66 of the City of Green Cove Springs Code of Ordinances (the "Solid Waste Ordinance"), which implements equitable fees and charges for the provision of Solid Waste and Recyclable Materials collection services, facilities, and programs; and

WHEREAS, the imposition of an annual Solid Waste Service Assessment for Solid Waste and Recyclable Materials collection services, facilities and programs for each Fiscal Year is an equitable and efficient method of allocating and apportioning the Solid Waste Cost among parcels of Residential Property; and

WHEREAS, the City Council desires to reimpose an assessment for Solid Waste and Recyclable Materials collection services, facilities and programs within the Magnolia West Assessment Area using the tax bill collection method for the Fiscal Year beginning on October 1, 2024; and

WHEREAS, on July 16, 2024, the Council adopted Resolution No. R-10-2024 (the "Preliminary Rate Resolution"), containing a brief and general description of the Solid Waste and Recyclable Materials collection services, facilities and programs to be provided to Residential Property, describing the method of apportioning the Solid Waste Cost to compute the Solid Waste Service Assessment for Solid Waste and Recyclable Materials collection services, facilities and programs against Residential Property, designating a rate of assessment, and directing preparation of the Solid Waste Assessment Roll and provision of the notice required by the Code; and

WHEREAS, to reimpose Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2024, the Code requires the City Council to adopt an Annual Rate Resolution, which

Resolution No. R-17-2024
Page 2 of 11

confirms or repeals the Preliminary Rate Resolution with such amendments as the City Council deems appropriate, establishes the rate of assessment, and approves the Solid Waste Assessment Roll for the upcoming Fiscal Year after hearing comments and objections of all interested parties; and

WHEREAS, the updated Solid Waste Assessment Roll has heretofore been made available for inspection by the public, as required by the Code; and

WHEREAS, notice of a public hearing has been published and, if required by the terms of the Code, mailed to each Owner of Residential Property proposed to be assessed notifying such Owners of their opportunity to be heard; an affidavit regarding the form of notice mailed to each Owner of Residential Property being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B; and

WHEREAS, a public hearing was held on September 3, 2024, and comments and objections of all interested persons have been heard and considered as required by the terms of the Code.

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

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. AUTHORITY. This resolution is adopted pursuant to Chapter 78, Article VII of the Green Cove Springs Code of Ordinances (the "Code"); Chapter 66 of the Green Cove Springs Code of Ordinances (the "Solid Waste Ordinance"); Resolution No. R-09-2016, as amended (the "Initial Assessment Resolution"); Resolution No. R-14-2016 (the "Final Assessment Resolution"); Resolution No. R-10-2024 (the "Preliminary Rate Resolution"); Article VIII, Section 2(b), Florida Constitution; the City of Green Cove Springs Charter; sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 3. DEFINITIONS AND INTERPRETATION.

(A) This resolution constitutes the Annual Rate Resolution as defined in the Code for the reimposition of Solid Waste Service Assessments.

(B) All capitalized terms in this resolution shall have the meanings defined in the Code, the Solid Waste Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the Preliminary Rate Resolution.

(C) Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and

the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 4. REIMPOSITION OF SOLID WASTE SERVICE ASSESSMENTS.

(A) The Tax Parcels of Residential Property included in the Solid Waste Assessment Roll are hereby found to be specially benefited by the provision of Solid Waste and Recyclable Materials collection services, facilities and programs described in the Preliminary Rate Resolution in the amount of the Solid Waste Service Assessment set forth in the updated Solid Waste Assessment Roll, a copy of which was present at the above referenced public hearing through electronic media and is incorporated herein by reference.

(B) It is hereby ascertained, determined and declared that each parcel of Residential Property within the Magnolia West Assessment Area will be benefited by the City's provision of Solid Waste and Recyclable Materials collection services, facilities and programs in an amount not less than the Solid Waste Service Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution.

(C) Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit, as set forth in the Code, the Initial Assessment Resolution, the Final Assessment Resolution, and the Preliminary Rate Resolution, from the Solid Waste and Recyclable Materials collection services, facilities and programs to be provided and a legislative determination that the Solid Waste Service Assessments are fairly and reasonably apportioned among the Residential Properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(D) The method for computing Solid Waste Service Assessments described in the Preliminary Rate Resolution is hereby approved.

(E) For the Fiscal Year beginning October 1, 2024, the Solid Waste Cost of \$138,285.00 shall be allocated among all parcels of Residential Property within the Magnolia West Assessment Area, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels. An annual rate of assessment equal to \$263.40 is hereby approved for each Dwelling Unit for the Fiscal Year beginning October 1, 2024.

(F) Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection and disposal services, facilities and programs in the amounts included in the Solid Waste Assessment Roll are hereby levied and imposed on all parcels of Residential Property in the Magnolia West Assessment Area.

(G) Any shortfall in the expected Solid Waste Service Assessment proceeds due to any reduction or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Council shall be supplemented by any legally available funds, or combination

of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments.

(H) The Solid Waste Service Assessments shall constitute a lien upon the Residential Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for Solid Waste Service Assessments shall be deemed perfected upon adoption by the City Council of this Annual Rate Resolution. Upon perfection, the lien for Solid Waste Service Assessments collected under the Uniform Assessment Collection Act shall attach to the property included on the roll as of the prior January 1, the lien date for ad valorem taxes.

(I) As authorized in the Code, interim Solid Waste Service Assessments are also levied and imposed against all Residential property for which a Certificate of Occupancy is issued after adoption of this Annual Rate Resolution based upon the rates of assessment approved herein.

SECTION 5. CONFIRMATION OF PRELIMINARY RATE RESOLUTION. The Preliminary Rate Resolution is hereby confirmed.

SECTION 6. APPROVAL OF SOLID WASTE ASSESSMENT ROLL AND COLLECTION.

(A) The updated Solid Waste Assessment Roll, a copy of which was present at the above referenced public hearing and is incorporated herein by reference, is hereby approved.

(B) Additionally, the Solid Waste Assessment Roll, as approved, includes those Tax Parcels of Residential Property that cannot be set forth in that Solid Waste Assessment Roll due to the provisions of Section 119.071(4), Florida Statutes, concerning exempt “home addresses.”

(C) The Solid Waste Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in the Code, shall be delivered to the Tax Collector for collection using the Uniform Assessment Collection Act as provided in Section 78-266 of the Code. The Solid Waste Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(D) Any Solid Waste Service Assessments or charges imposed on Government Property shall not be included on the Stormwater Assessment Roll and shall continue to be collected pursuant to Chapter 66 of the Green Cove Springs Code.

SECTION 7. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the Solid Waste Assessment Roll and the levy and lien of the Solid Waste Service Assessments for Solid Waste

Resolution No. R-17-2024
Page 5 of 11

and Recyclable Materials collection and disposal services, facilities or programs) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Rate Resolution.

SECTION 8. EFFECTIVE DATE. This Annual Rate Resolution shall take effect immediately upon its passage and adoption.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 3RD DAY OF SEPTEMBER, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney

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APPENDIX A

AFFIDAVIT REGARDING NOTICE MAILED TO PROPERTY OWNERS

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Steve Kennedy, who, after being duly sworn, deposes and says:

1. Steve Kennedy as City Manager of the City of Green Cove Springs, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with Chapter 78, Article VII of the Green Cove Springs Code of Ordinances (the "Ordinance") and in conformance with Resolution No. R-10-2024 (the "Preliminary Rate Resolution").

2. Mr. Kennedy has caused the notices required by the Ordinance to be prepared in conformance with the Preliminary Rate Resolution. An exemplary form of such notice is attached hereto. He has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before August 13, 2024, Mr. Kennedy directed the mailing of the above-referenced notices in accordance with Section 78-206 of the Ordinance and the Preliminary Rate Resolution by First Class mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Clay County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANT SAYETH NOT.

Steve Kennedy, affiant

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of physical presence or online notarization, this ____ day of _____, 2024 by Steve Kennedy, City Manager, City of Green Cove Springs, Florida. He is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
My Commission Expires: _____
Commission No.: _____

Resolution No. R-17-2024
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APPENDIX B
PROOF OF PUBLICATION

Resolution No. R-17-2024
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APPENDIX C
FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the City Council or the authorized agent of the City of Green Cove Springs, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for solid waste services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above-described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Clay County Tax Collector by September 15, 2024.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Clay County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this ____ day of _____, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

By: _____
Steven R. Kelley, Mayor

[to be delivered to Clay County Tax Collector prior to September 15]

LOCALiQ FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

CityOf GreenCoveSprings
City Of Green Cove Springs
321 WALNUT STREET
GREEN COVE SPRINGS FL 32043

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Florida Times-Union, published in Duval and Clay Counties, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Duval and Clay Counties, Florida, or in a newspaper by print in the issues of, on:

08/12/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/12/2024

Keegan Deoran
MM

Legal Clerk

Notary, State of WI, County of Brown

8-25-26

My commission expires

Publication Cost:	\$2900.72	
Tax Amount:	\$0.00	
Payment Cost:	\$2900.72	
Order No:	10463458	# of Copies:
Customer No:	763882	0
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF STORMWATER SERVICE NON-AD VALOREM ASSESSMENTS

Item #6.

Notice is hereby given that the City Council of the City of Green Cove Springs, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments within the entire incorporated area of the City, as shown below, for fiscal year October 1, 2024 – September 30, 2025, and future fiscal years to fund the cost of providing Stormwater Management Services to such properties and to authorize collection of such assessments on the tax bill.

The hearing will be held at 7:00 p.m. on September 3, 2024, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk, Erin West, (904) 297-7500, ext. 3307, at least three (3) business days prior to the meeting.

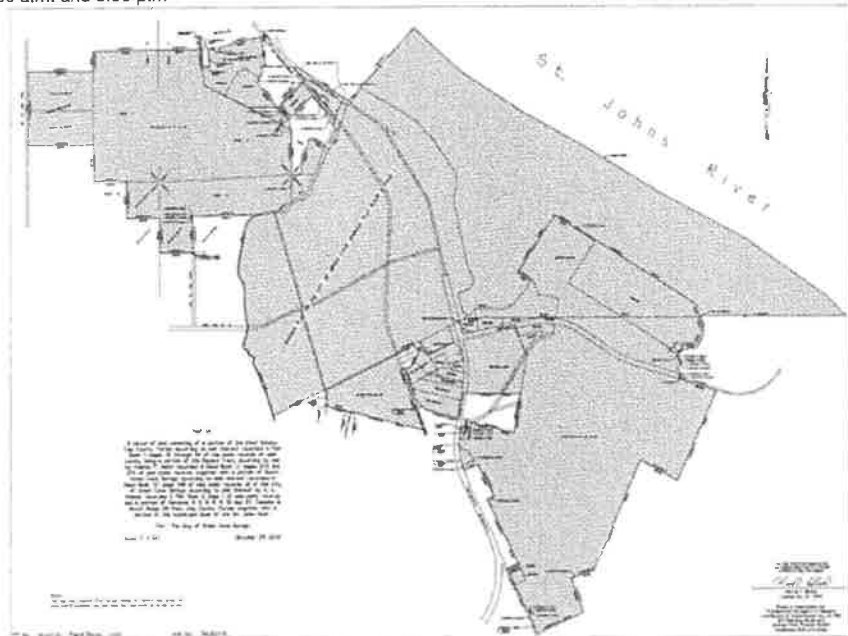
The Stormwater Assessment contains two, separate components. The first component – the Base Charge – will fund the City's baseline, citywide management, operations and maintenance services for the stormwater management system and will be generally allocated equally among all Tax Parcels within the City. The annual Stormwater Assessment rate for the Base Charge for the upcoming Fiscal Year and future fiscal years will be \$84.00 for each Tax Parcel.

The second component – the Usage Charge -- will fund the City's additional Stormwater Management Services provided to developed property. These stormwater management services are necessitated by the existence of Impervious Area that impedes or restricts infiltration of rainfall into the soil, which then increases the need for City services and facilities to convey, retain, and treat increased volume of Stormwater runoff from developed property and the Usage Charge is based upon the estimated amount of stormwater runoff generated by impervious surface on the Developed Property, as measured by the number of Net ESUs assigned to each parcel of property. The City has determined that a typical single-family residence in the Stormwater Service Area includes 3,000 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." Generally, the number of ESUs were calculated individually for each parcel of developed property by dividing the impervious surface area by 3,000 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. The annual Stormwater Assessment rate for the Usage Charge for the upcoming Fiscal Year and future fiscal years will be \$300.00 for each Net ESU.

Copies of the Master Service Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, the Preliminary Rate Resolution, and the updated assessment roll are available for inspection at the office of the City Clerk, located at City Hall, 321 Walnut Street, Green Cove Springs, Florida.

The Stormwater Assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions, please contact the City at (904) 297 7500, Monday through Thursday, between 7:00 a.m. and 5:30 p.m



City of Green Cove Springs

Erin West, City Clerk
321 Walnut Street
Green Cove Springs, FL 32043

Steve Kennedy, City Manager

PUBLISHED ON AUGUST 12, 2024

JV-40029430

LOCALiQ FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

CityOf GreenCoveSprings
City Of Green Cove Springs
321 WALNUT STREET
GREEN COVE SPRINGS FL 32043

STATE OF WISCONSIN, COUNTY OF BROWN

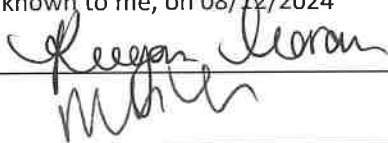
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Florida Times-Union, published in Duval and Clay Counties, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Duval and Clay Counties, Florida, or in a newspaper by print in the issues of, on:

08/12/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/12/2024

Legal Clerk



Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost:	\$2577.91	
Tax Amount:	\$0.00	
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Order No:	10463517	# of Copies:
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR
COLLECTION OF SOLID WASTE SERVICE NON-AD VALOREM ASSESSMENTS**

Item #6.

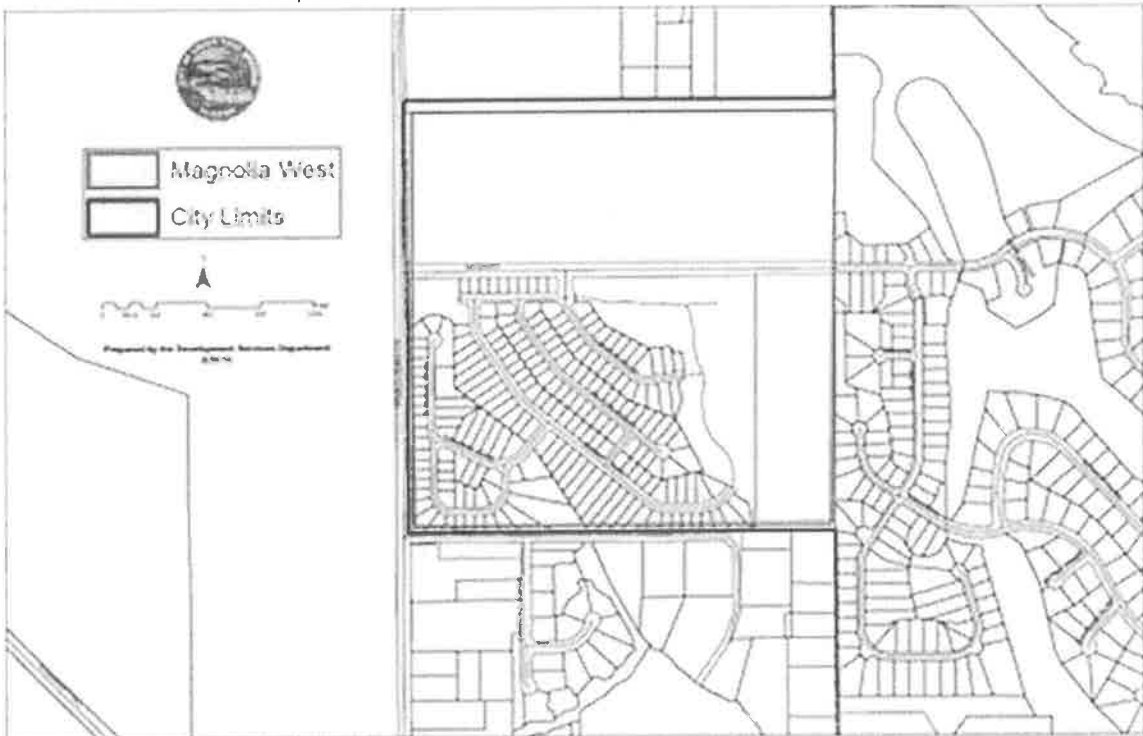
Notice is hereby given that the City Council of the City of Green Cove Springs, will conduct a public hearing to consider reimposing Solid Waste Service Assessments against certain improved residential properties located within the Magnolia West assessment area of the City, as shown below, for the fiscal year October 1, 2024 – September 30, 2025 and future fiscal years to fund the cost of solid waste and recyclable materials collection services, facilities, and programs, provided to such properties and to authorize collection of such assessments on the tax bill.

The hearing will be held at 7:00 p.m. on September 3, 2024, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk, Erin West, (904) 297-7500, ext. 3307, at least three (3) business days prior to the meeting.

The Solid Waste Service Assessments will be generally computed by multiplying the number of dwelling units on each parcel by the rate of assessment. The rate of assessment for the upcoming fiscal year and future fiscal years shall be \$263.40 for each dwelling unit. Copies of the updated assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessments are available for inspection at the office of the City Clerk, located at City Hall, 321 Walnut Street, Green Cove Springs, Florida.

The Solid Waste Service Assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions, please contact the City at (904) 297-7500, Monday through Thursday between 7:00 a.m. and 5:30 p.m.



City of Green Cove Springs

Erin West, City Clerk
321 Walnut Street
Green Cove Springs, FL 32043

Steve Kennedy, City Manager

PUBLISHED ON AUGUST 12, 2024

JV-40029502

RESOLUTION NO. R-10-2024

A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, RELATING TO THE COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS WITHIN THE MAGNOLIA WEST ASSESSMENT AREA IN THE CITY OF GREEN COVE SPRINGS, FLORIDA; DESCRIBING THE METHOD OF ASSESSING SOLID WASTE COSTS AGAINST RESIDENTIAL PROPERTY; DIRECTING THE CITY MANAGER TO PREPARE OR DIRECT THE PREPARATION OF A SOLID WASTE ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING FOR THE PROPOSED SOLID WASTE SERVICE ASSESSMENTS AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR COLLECTION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of Ordinance No. O-04-2016, as codified in Article VII, Chapter 78 of the Green Cove Springs Code of Ordinances (the "Code"), Resolution No. R-09-2016, as amended (the "Initial Assessment Resolution"), Resolution No. R-14-2016 (the "Final Assessment Resolution"), Article VIII, Section 2(b), Florida Constitution, sections 166.021 and 166.041, Florida Statutes, the City Charter of the City of Green Cove Springs, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

- (A) This Resolution constitutes the Preliminary Rate Resolution as defined in Section 78-167 of the Code which initiates the annual process for updating the Solid Waste Assessment Roll and directs the reimposition of Solid Waste Assessments for the Fiscal Year beginning October 1, 2024.
- (B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in Sections 78-167 and 66-1 of the Code, the Initial Assessment Resolution, and the Final Assessment Resolution.
- (C) Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 3. LEGISLATIVE DETERMINATIONS. The legislative determinations embodied in Section 78-164 of the Code, the Initial Assessment Resolution, and the Final Assessment Resolution are affirmed and incorporated herein by reference.

SECTION 4. PROVISION OF SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION; DETERMINATION OF SOLID WASTE COST; ESTABLISHMENT OF SOLID WASTE SERVICE ASSESSMENTS.

- (A) The Solid Waste Cost to be assessed and apportioned among benefited parcels for the Fiscal Year beginning October 1, 2024, is \$138,285.00. The approval of this Preliminary Rate Resolution determines the amount of the Solid Waste Cost. The remainder of such Fiscal Year budget for Solid Waste and Recyclable Materials collection services, facilities, and programs shall be funded from available City revenue other than Solid Waste Service Assessments.
- (B) For the Fiscal Year in which Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection services, facilities, and programs are imposed, the Solid Waste Cost shall be allocated among all Tax Parcels of Residential Property, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels.
- (C) A rate of assessment equal to \$263.40 for each Dwelling Unit on each Tax Parcel of Residential Property within the Magnolia West Assessment Area for Solid Waste and Recyclable Materials collection services, facilities, and programs is hereby approved for the Fiscal Year beginning October 1, 2024.
- (D) The rate of the Solid Waste Service Assessments established in this Preliminary Rate Resolution shall be the rates applied by the City Manager in the preparation of the updated Solid Waste Assessment Roll for the Fiscal Year commencing October 1, 2024, as provided in Section 5 of this Preliminary Rate Resolution.
- (E) Upon the imposition of Solid Waste Assessments for Solid Waste and Recyclable Materials collection services, facilities, and programs against Residential Property located within the Magnolia West Assessment Area, the City shall provide Solid Waste and Recyclable Materials collection services, facilities, and programs to such Residential Property. All or any portion of the Solid Waste Cost to provide such Solid Waste and Recyclable Materials collection services, facilities, and programs shall be funded from proceeds of the Solid Waste Service Assessments. The remaining cost, if any, required to provide Solid Waste and Recyclable Materials collection services, facilities, and programs shall be funded by legally available City revenues.
- (F) The Magnolia West Assessment Area created in Section 4 of the Initial Assessment Resolution, as amended by Section 3 of the Final Assessment Resolution, is hereby confirmed and established as the service area for the Fiscal year beginning on October 1, 2024, and it is hereby ascertained, determined, and declared each parcel of Residential Property located within the Magnolia West Assessment Area will be benefited by the City's provision of Solid Waste and Recyclable Materials collection services, facilities, and programs in an amount not less than the Solid Waste Service Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution

SECTION 5. SOLID WASTE ASSESSMENT ROLL.

- (A) The City Manager is hereby directed to prepare, or direct the preparation of, the

updated Solid Waste Assessment Roll for the Fiscal Year beginning October 1, 2024, in the manner provided in Section 78-204 of the Code.

- (B) Such updated Solid Waste Assessment Roll shall contain the following: (1) a summary description of all Residential Property within the Magnolia West Assessment Area conforming to the description contained on the Tax Roll; (2) the name and address of the Owner of each Tax Parcel as shown on the Tax Roll, if available; (3) the number of Dwelling Units attributable to the Tax Parcel; and (4) the amount of the Solid Waste Service Assessment for Solid Waste and Recyclable Materials collection services, facilities, and programs.
- (C) The updated Solid Waste Assessment Roll shall be open to public inspection. The foregoing shall not be construed to require that the updated Solid Waste Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each Tax Parcel can be determined by use of a computer terminal available to the public.
- (D) It is hereby ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection services, facilities, and programs (1) is a fair and reasonable method of apportioning the Solid Waste Cost among parcels of Residential Property; and (2) is an equitable and efficient mechanism to address payment delinquencies and recover funds advanced for Solid Waste and Recyclable Materials collection services, facilities, and programs which are allocable to the specific parcels of Residential Property.

SECTION 6. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 7:00 p.m. on September 3, 2024, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of (1) receiving and considering any comments on the Solid Waste Service Assessments from affected property owners; and (2) authorizing the imposition of such Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection services, facilities, and programs and collection on the same bill as ad valorem taxes.

SECTION 7. NOTICE BY PUBLICATION. The City Clerk shall publish a notice, as required by Section 78-205 of the Code, in substantially the form attached hereto as Appendix A. Such notice shall be published not later than August 13, 2024, in a newspaper generally circulated in the City.

SECTION 8. NOTICE BY MAIL.

- (A) If required by Section 78-209(f) of the Code, the City Manager shall provide notice by first class mail to the Owner of each Tax Parcel of Residential Property, as required by Section 78-206 of the Code, in substantially the form attached hereto as Appendix B. Such notices shall be mailed not later than August 13, 2024.
- (B) For Tax Parcels with exempt "home addresses" pursuant to Section 119.071(4), Florida Statutes, the City Manager shall work with the Property Appraiser and/or Tax Collector for provision of notice.

SECTION 9. METHOD OF COLLECTION. The Solid Waste Service Assessments shall be collected from all Residential Property within the Magnolia West Assessment Area pursuant to the Uniform Assessment Collection Act as provided in Section 78-266 of the Code.

SECTION 10. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 16TH DAY OF JULY, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA




Steven R. Kelley, Mayor

ATTEST:



Erin West, City Clerk

APPROVED AS TO FORM ONLY:



L. J. Arnold, III, City Attorney

APPENDIX A
FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 13, 2024

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR
COLLECTION OF SOLID WASTE SERVICE NON-AD VALOREM ASSESSMENTS**

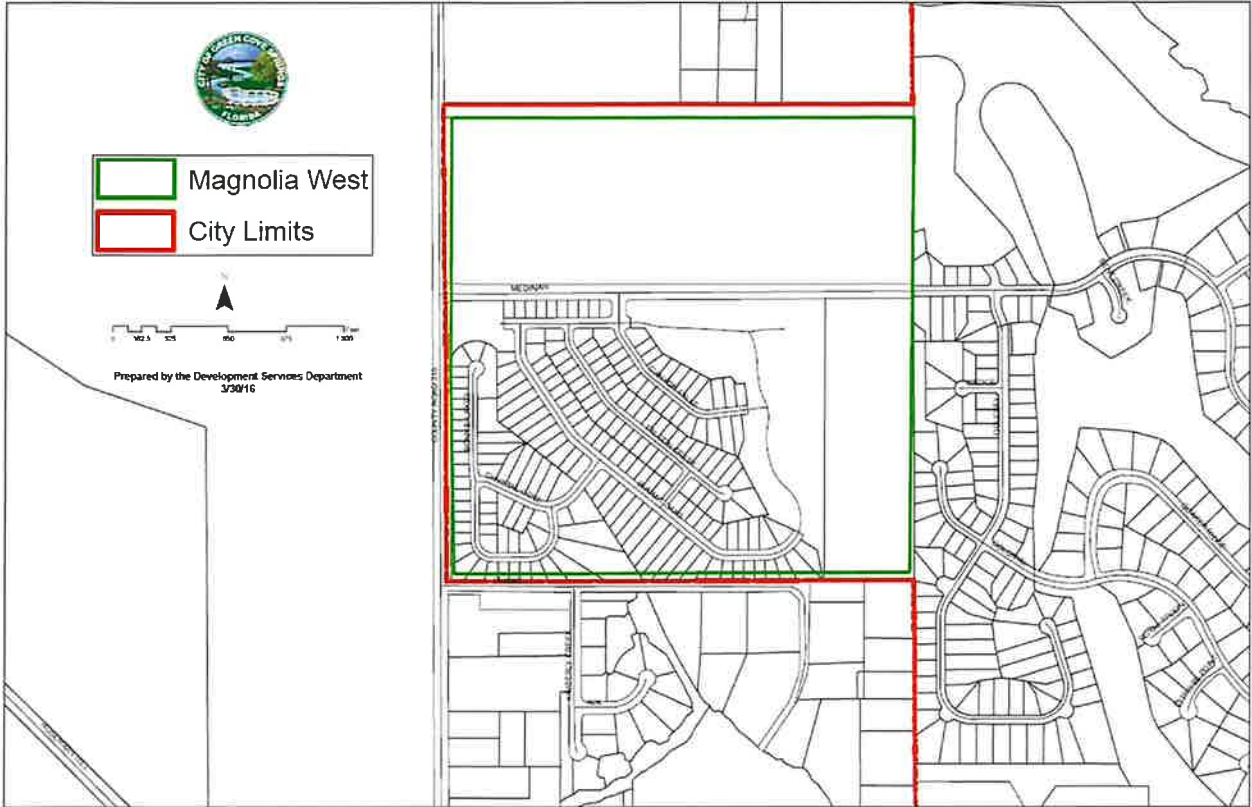
Notice is hereby given that the City Council of the City of Green Cove Springs, will conduct a public hearing to consider reimposing Solid Waste Service Assessments against certain improved residential properties located within the Magnolia West assessment area of the City, as shown below, for the fiscal year October 1, 2024 – September 30, 2025 and future fiscal years to fund the cost of solid waste and recyclable materials collection services, facilities, and programs, provided to such properties and to authorize collection of such assessments on the tax bill.

The hearing will be held at 7:00 p.m. on September 3, 2024, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk, Erin West, (904) 297-7500, ext. 3307, at least three (3) business days prior to the meeting.

The Solid Waste Service Assessments will be generally computed by multiplying the number of dwelling units on each parcel by the rate of assessment. The rate of assessment for the upcoming fiscal year and future fiscal years shall be \$263.40 for each dwelling unit. Copies of the updated assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessments are available for inspection at the office of the City Clerk, located at City Hall, 321 Walnut Street, Green Cove Springs, Florida.

The Solid Waste Service Assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions, please contact the City at (904) 297-7500, Monday through Thursday between 7:00 a.m. and 5:30 p.m.



City of Green Cove Springs

Erin West, City Clerk
321 Walnut Street
Green Cove Springs, FL 32043

Steve Kennedy, City Manager

APPENDIX B
FORM OF NOTICE TO BE MAILED

FORM OF NOTICE TO BE MAILED

***** NOTICE TO PROPERTY OWNER *****

City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043-3441

CITY OF GREEN COVE SPRINGS, FLORIDA
NOTICE OF HEARING TO IMPOSE AND PROVIDE
FOR COLLECTION OF SOLID WASTE SERVICE
NON-AD VALOREM ASSESSMENTS
NOTICE DATE: AUGUST 13, 2024

Owner Name
Address
City, State Zip

Tax Parcel # _____

As required by Section 197.3632, Florida Statutes, notice is given by the City of Green Cove Springs (the "City"), that an annual assessment for solid waste and recyclable materials collection services, facilities, and programs using the tax bill collection method, may be levied on your property for the fiscal year October 1, 2024 – September 30, 2025 and future fiscal years. The purpose of this assessment is to fund solid waste and recyclable materials collection services, facilities, and programs benefiting residential property located within the Magnolia West assessment area of the City. The total annual solid waste assessment revenue to be collected within the City, is estimated to be \$138,285.00 The annual solid waste service assessment is based on the number of residential dwelling units contained on each parcel of property. The rate of assessment for the upcoming fiscal year shall be \$263.40 for each dwelling unit.

The total number of residential dwelling units on the above parcel is 1.

The maximum solid waste service assessment for the above parcel is \$263.40 for Fiscal Year 2024-25 and future fiscal years.

A public hearing will be held at 7:00 p.m. on September 3, 2024, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk, Erin West, at least three (3) business days prior to the meeting.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Master Service Assessment Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, the Preliminary Rate Resolution, and the updated assessment roll are available for inspection at the City Clerk's office, 321 Walnut Street, Green Cove Springs, Florida.

Both the solid waste service non-ad valorem assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November 2024. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your solid waste service assessment, please contact the City at (904) 297-7500, Monday through Thursday between 7:00 a.m. and 5:30 p.m.

***** THIS IS NOT A BILL *****

**CITY OF GREEN COVE SPRINGS, FLORIDA
STAFF REPORT
FOR MEETING OF APRIL 5, 2016**



SUBJECT: Second and Final Reading of Ordinance No. O-04-2016 authorizing the City to impose and collect non-ad valorem special assessments against real property within the City for services, facilities, programs and local improvements to certain City owned stormwater and solid waste utilities

BACKGROUND: As we know, the City now bills each parcel owner for our monthly stormwater charge. The City has been considering different collection methods for the stormwater utility charges and rates throughout the entire City. At present, the City has approved an availability or base charge of \$3.50 per parcel per month which offsets some, but not all, of the expenses of the stormwater system. One method of collection as authorized by the proposed Ordinance, rather than monthly billing, will allow the City to collect stormwater base charges on a yearly basis on a property owner's ad valorem tax bill similar to the way the County collects the \$84.00 (\$7.00 monthly) yearly landfill charge to all County residences. This assessment will be City wide in application.

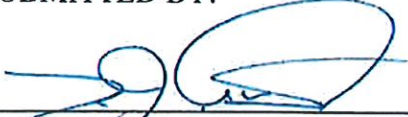
The City also has considered alternative methods for collections of our monthly solid waste fees for non-commercial accounts within the Magnolia West ("MW") subdivision. This consideration is based in part upon the difficulty of collection in the subdivision because the City provides only stormwater and solid waste utilities. As you know, this subdivision was annexed into the City and the area is not within our electric, sewer or water service area. The City may also use the non-ad valorem special assessment method of collection as outlined above and approved by the subject Ordinance for solid waste with the MW subdivision. City staff tried diligently, but unsuccessfully, to have the MW subdivision assess itself on the tax rolls and then remit the yearly solid waste fees (\$18.00 monthly/\$216.00 yearly) to us. They are allowed legally to do so because they were established as a separate legal entity known as a Community Development District ("CDD").

FISCAL IMPACT / FUNDING SOURCE: The City should eventually collect close to one hundred percent (100%) of the subject charges on stormwater and solid waste.

RECOMMENDATION: Staff recommends approval of Ordinance No. O-04-2016 on second and final reading.


MOTION: Approve Ordinance No. O-04-2016 on second and final reading.

SUBMITTED BY:



L. J. Arnold, III, City Attorney

APPROVED BY:



Danielle J. Judd, City Manager

ORDINANCE NO. O-04-2016

AN ORDINANCE RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS AND LOCAL IMPROVEMENTS IN THE CITY OF GREEN COVE SPRINGS, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF ASSESSMENTS AGAINST PROPERTY WITHIN THE INCORPORATED AREA OF THE CITY OF GREEN COVE SPRINGS; PROVIDING CERTAIN DEFINITIONS AND DEFINING THE TERMS "ASSESSMENT," "SERVICE ASSESSMENT," AND "CAPITAL ASSESSMENT"; PROVIDING FOR THE CREATION OF ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING FOR INCLUSION IN CHARTER PROVISION FOR ADOPTION OF RATES FOR MUNICIPAL SERVICES; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING EXEMPTIONS AND HARDSHIP ASSISTANCE; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; AUTHORIZING THE ISSUANCE OF OBLIGATIONS SECURED BY ASSESSMENTS AND PROVIDING FOR THE TERMS THEREOF; PROVIDING THAT THE CITY'S TAXING POWER SHALL NOT BE PLEDGED; PROVIDING REMEDIES; DEEMING THAT PLEDGED REVENUES SHALL BE CONSIDERED TRUST FUNDS; PROVIDING FOR THE REFUNDING OF OBLIGATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I

INTRODUCTION

SECTION 1.01. DEFINITIONS. As used in this Ordinance, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"Annual Rate Resolution" means the Resolution described in Sections 3.08 and 4.08 hereof, approving an Assessment Roll for a specific Fiscal Year.

"Assessed Property" means all parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the service, facility or program or provision of a Local Improvement identified in the Initial Assessment Resolution.

"Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements or the Service Cost of services that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. The term "Assessment" shall include Capital Assessments and Service Assessments.

"Assessment Area" means any of the areas created by Resolution of the City Council pursuant to Section 2.01 hereof, that specially benefit from a Local Improvement or service, facility, or program.

"Assessment Roll" means the special assessment roll relating to an Assessment approved by a Final Assessment Resolution pursuant to Section 3.06 or Section 4.06 hereof or an Annual Rate Resolution pursuant to Section 3.08 or Section 4.08 hereof.

"Assessment Unit" means the unit or criteria utilized to determine the Assessment for each parcel of property, as set forth in the Initial Assessment Resolution. "Assessment Units" may include, by way of example only and not limitation, one or a combination of the following: front footage, platted lots or parcels of record, vested lots, land area, improvement area, equivalent residential connections, permitted land use, trip generation rates, rights to future trip generation capacity under applicable concurrency management regulations, property value or any other physical characteristic or reasonably expected use of the property that has a logical relationship to the Local Improvement or service to be funded from proceeds of the Assessment.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel or property of any kind. This term shall include mobile homes or any vehicles serving in any way the function of a building.

"Building Permit" means an official document or certificate issued by the City, under the authority of ordinance or law, authorizing the construction or siting of any Building within the City. The term "Building Permit" shall also include set up or tie down permits for those structures or Buildings, such as a mobile home, that do not require a Building Permit in order to be constructed.

"Capital Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation, reconstruction, renewal or replacement (including demolition, environmental mitigation and relocation) of Local Improvements and imposition of the related Assessments under generally accepted accounting principles and including reimbursement to the City for any funds advanced for Capital Cost and interest on any interfund or intrafund loan for such purposes.

"City" means the City of Green Cove Springs, Florida.

"City Council" means the governing body of the City of Green Cove Springs, Florida.

"City Manager" means the chief administrative officer of the City, or such person's designee.

"County" means Clay County, Florida.

"Final Assessment Resolution" means the Resolution described in Sections 3.06 and 4.06 hereof which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the imposition of an Assessment.

"Fiscal Year" means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the City.

"Government Property" means property owned by the United States of America or any agency thereof, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

"Initial Assessment Resolution" means the Resolution described in Sections 3.02 and 4.02 hereof which shall be the initial proceeding for the identification of the service, facility, program, or Local Improvement for which an Assessment is to be made and for the imposition of an Assessment.

"Local Improvement" means a capital improvement constructed or installed by the City for the special benefit of a neighborhood or other Assessment Area.

"Maximum Assessment Rate" means the maximum rate of assessment established by the Final Assessment Resolution for the service, facility, program, or Local Improvement identified in the Initial Assessment Resolution.

"Obligations" means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases, reimbursable advances by the City, or any other obligation issued or incurred to finance any portion of the Project Cost of Local Improvements and secured, in whole or in part, by proceeds of the Assessments.

"Ordinance" means this Master Capital Project and Service Assessment Ordinance, as it may be amended from time-to-time.

"Owner" shall mean the Person reflected as the owner of Assessed Property on the Tax Roll.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Pledged Revenue" means, as to any series of Obligations, (A) the proceeds of such Obligations, including investment earnings, (B) proceeds of the Assessments pledged to secure the payment of such Obligations, and (C) any other legally available non-ad valorem revenue pledged, at the City Council's sole option, to secure the payment of such Obligations, as specified by the ordinance or Resolution authorizing such Obligations.

"Preliminary Rate Resolution" means the Resolution described in Section 3.08 hereof initiating the annual process for updating the annual Assessment Roll and directing the reimposition of Service Assessments pursuant to an Annual Rate Resolution.

"Project Cost" means (A) the Capital Cost of a Local Improvement; (B) the Transaction Cost associated with the Obligations which financed the Local Improvement; (C) interest accruing on such Obligations for such period of time as the City Council deems appropriate; (D) the debt service reserve fund or account, if any, established for the Obligations which financed the Local Improvement; and (E) any other costs or expenses related thereto.

"Property Appraiser" means the Property Appraiser of Clay County.

"Service Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Service Cost of services that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution.

"Service Cost" means the amount necessary in any Fiscal Year to fund the provision of a defined service, facility, or program which provides a special benefit to Assessed Property, and can include, but not be limited to: (A) the cost of physical construction, reconstruction or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the cost of computer services, data processing, and communications; (F) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever; (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial, legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the City relating to the provision of said services; (M) all costs associated with the structure, implementation, collection, and enforcement of the Assessments, including any service charges of the Clerk, Tax Collector, or Property Appraiser, and delinquent amounts from prior impositions, and amounts necessary to off-set discounts received for early payment of Assessments pursuant to the Uniform Assessment Collection Act or for early payment of Assessments collected pursuant to Section 5.02 herein; (N) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of the service, facility, or program to be funded by the Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the City Council by subsequent Resolution; (O) an amount for contingencies and anticipated delinquencies and uncollectible Assessments; and (P) reimbursement to the City or any other Person for any moneys advanced for any costs incurred by the City or such Person in connection with any of the foregoing items of Service Cost.

"Tax Collector" means the Tax Collector of Clay County.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Transaction Cost" means the costs, fees and expenses incurred by the City in connection with the issuance and sale of any series of Obligations, including but not limited to (A) rating agency and other financing fees; (B) the fees and disbursements of bond counsel; (C) the underwriters' discount; (D) the fees and disbursements of the City's financial advisor; (E) the costs of preparing and printing the Obligations, the preliminary official statement, the final official statement, and all other documentation supporting issuance of the Obligations; (F) the fees payable in respect of any municipal bond insurance policy; (G) administrative, development, credit review, and all other fees associated with any pooled commercial paper or similar interim financing program; and (H) any other costs of a similar nature incurred in connection with issuance of such Obligations.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, as amended from time-to-time, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. FINDINGS. It is hereby ascertained, determined, and declared that:

(A) Pursuant to Article VIII, section 2(b), Florida Constitution, and sections 166.021 and 166.041, Florida Statutes, the City has all powers of local self-government to perform municipal functions and to render municipal services in a manner not inconsistent with law and such power may be exercised by the enactment of City Ordinances.

(B) The Assessments to be imposed pursuant to this Ordinance shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(C) The Assessments to be imposed pursuant to this Ordinance are imposed by the City Council, not the County, Property Appraiser or Tax Collector. The duties of the Property Appraiser and Tax Collector under the Uniform Assessment Collection Act are ministerial.

(D) The purpose of this Ordinance is to: (1) provide procedures and standards for the imposition of Assessments within the City by Resolution under the general home rule powers of a municipality to impose special assessments; and (2) authorize a procedure for the funding of public services, facilities, programs, or Local Improvements providing special benefit to subsequently identified property within the City.

(E) In accordance with Section 2.12 of the Green Cove Springs City Charter, this Ordinance is intended to grant authority for the levy of special assessments by subsequent Resolution to fund both municipal services and capital projects. Notwithstanding that special assessments may be collected on the annual ad valorem tax bill in accordance with Section 197.3632, Florida Statutes, said special assessments are not legally taxes as contemplated under Article VII, section 1(a) of the Florida Constitution and therefore, the rates may be set by Resolution.

ARTICLE II

GENERAL PROVISIONS

SECTION 2.01. CREATION OF ASSESSMENT AREAS.

(A) The City Council is hereby authorized to create Assessment Areas in accordance with the procedures set forth herein to include property located within the incorporated area of the City that is specially benefitted by the services, facilities, programs, or Local Improvements proposed for funding from the proceeds of Assessments to be imposed therein.

(B) Either the Initial Assessment Resolution proposing each Assessment Area or the Final Assessment Resolution creating each Assessment Area shall include brief descriptions of the proposed services, facilities, programs, or Local Improvements, a description of the property to be included within the Assessment Area, and specific legislative findings that recognize the special benefit to be provided by each proposed service, facility, program, or Local Improvements to property within the Assessment Area.

SECTION 2.02. REVISIONS TO ASSESSMENTS. If any Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court of competent jurisdiction, or if the City Council is satisfied that any such Assessment is so irregular or defective that the same cannot be enforced or collected, or if the City Council has omitted to include any property on the Assessment Roll which property should have been so included, the City Council may take all necessary steps to impose a new Assessment against any property benefitted by the Service Costs, Capital Costs or Project Costs following as nearly as may be practicable, the provisions of this Ordinance and in case such second Assessment is annulled, vacated, or set aside, the City Council may obtain and impose other Assessments until a valid Assessment is imposed.

SECTION 2.03. PROCEDURAL IRREGULARITIES. Any informality or irregularity in the proceedings in connection with the levy of any Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Assessment as finally approved shall be competent and sufficient evidence that such Assessment was duly levied, that the Assessment was duly made and adopted, and that all other proceedings adequate to such Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that

the party objecting was materially injured thereby. Notwithstanding the provisions of this Section, any party objecting to an Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

SECTION 2.04. CORRECTION OF ERRORS AND OMISSIONS.

(A) No act of error or omission on the part of the Property Appraiser, Tax Collector, City Manager, City Council, their deputies, employees, or designees, shall operate to release or discharge any obligation for payment of an Assessment imposed by the City Council under the provision of this Ordinance.

(B) When it shall appear that any Assessment should have been imposed under this Ordinance against a lot or parcel of property specially benefited by the provision of a service, facility, program, or Local Improvement, but such property was omitted from the Assessment Roll, the City Council may, upon provision of appropriate notice as set forth in this Article, impose the applicable Assessment for the Fiscal Year in which such error is discovered, in addition to the applicable Assessment due for the prior two Fiscal Years. Such total Assessment shall become delinquent if not fully paid upon the expiration of 60 days from the date of the adoption of said Resolution. The Assessment so imposed shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles and claims in and to or against the real property involved and may be collected as provided in Article V hereof.

(C) The City Manager shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the Owner of any Assessed Property, to correct any error in applying the Assessment apportionment method to any particular property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction that reduces an Assessment shall be considered valid ab initio and shall in no way affect the enforcement of the Assessment imposed under the provisions of this Ordinance. Any such correction which increases an Assessment or imposes an Assessment on omitted property shall first require notice to the affected owner in the manner described in Sections 3.05 and 4.05 hereof, as applicable, providing the date, time and place that the City Council will consider confirming the correction and offering the owner an opportunity to be heard. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the City Manager and not, the Property Appraiser or Tax Collector.

(D) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the City Manager.

SECTION 2.05. LIEN OF ASSESSMENTS.

(A) Upon the adoption of the Assessment Roll, all Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid.

(B) The lien for an Assessment shall be deemed perfected upon adoption by the City Council of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for an Assessment collected under the Uniform Assessment Collection Act shall attach to the property as provided by law. The lien for an Assessment collected under the alternative method of collection provided in Section 5.02 shall be deemed perfected upon adoption by the City Council of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable, and shall attach to the property on such date of adoption.

SECTION 2.06. AUTHORIZATION FOR EXEMPTIONS AND HARDSHIP ASSISTANCE.

(A) The City Council, in its sole discretion, shall determine whether to provide exemptions from payment of an Assessment for Government Property or other property whose use is wholly or partially exempt from ad valorem taxation under Florida law.

(B) The City Council, in its sole discretion, shall determine whether to provide a program of hardship assistance, either through monetary contributions or extended payment terms, to City residents who are living below or close to the poverty level and are at risk of losing title to their homes as a result of the imposition of an Assessment.

(C) The City Council shall designate the funds available to provide any exemptions or hardship assistance. The provision of an exemption or hardship assistance in any one year shall in no way establish a right or entitlement to such exemption or assistance in any subsequent year and the provision of funds in any year may be limited to the extent funds are available and appropriated by the City Council. Any funds designated for exemptions or hardship assistance shall be paid by the City from funds other than those generated by the Assessment.

(D) Any shortfall in the expected Assessment proceeds due to any hardship assistance or exemption from payment of the Assessments required by law or authorized by the City Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the City Council is improper or otherwise adversely affects the validity of the Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of an Assessment upon each affected Tax Parcel in the amount of the Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the City Council.

ARTICLE III**SERVICE ASSESSMENTS****SECTION 3.01. GENERAL AUTHORITY.**

(A) The City Council is hereby authorized to impose an annual Service Assessment to fund all or any portion of the Service Cost on benefitted property at a rate of assessment based on the special benefit accruing to such property from the City's provision of the subsequently identified service, facility, or program.

(B) The amount of the Service Assessment that is imposed each Fiscal Year against each parcel of Assessed Property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the Service Cost among properties on a basis reasonably related to the special benefit provided by the service, facility, or program funded with assessment proceeds.

(C) Nothing contained in this Ordinance shall be construed to require the imposition of Assessments against Government Property.

(D) All Service Assessments shall be imposed in conformity with the procedures set forth in this Article III.

SECTION 3.02. INITIAL ASSESSMENT RESOLUTION. The first step for the initial imposition of a Service Assessment shall be the City Council's adoption of an Initial Assessment Resolution (A) describing the property to be located within any proposed Assessment Area; (B) containing a brief and general description of the services, facilities, or programs to be provided; (C) determining the Service Cost to be assessed; (D) describing the method of apportioning the Service Cost and the computation of the Assessments for specific properties; (E) establishing an estimated assessment rate for the upcoming Fiscal Year; (F) establishing a Maximum Assessment Rate, if desired by the City Council; (G) authorizing the date, time, and place of a public hearing to consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and (H) directing the City Manager to (1) prepare the initial Assessment Roll, as required by Section 3.03 hereof; (2) publish the notice required by Section 3.04 hereof; and (3) mail the notice required by Sections 3.05 hereof.

SECTION 3.03. SERVICE ASSESSMENT ROLL.

(A) The City Manager shall prepare, or direct the preparation of, the initial Assessment Roll for the Service Assessments, which shall contain the following:

- (1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.
- (2) The name of the Owner of the Assessed Property.

- (3) The number of Assessment Units attributable to each parcel.
- (4) The amount of the Service Assessment to be imposed against each Assessed

Property.

(B) Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be available in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Service Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

SECTION 3.04. NOTICE BY PUBLICATION. Upon completion of the initial Assessment Roll and each year thereafter, the City Manager shall publish notice of a public hearing to adopt the Final Assessment Resolution and approve the aforementioned initial Assessment Roll. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.

SECTION 3.05. NOTICE BY MAIL.

(A) For the initial Fiscal Year in which a Service Assessment is imposed by the City Council against Assessed Property pursuant to the Uniform Assessment Collection Act and in addition to the published notice required by Section 3.04, the City Manager shall provide notice of the proposed Service Assessment by first class mail to the owner of each parcel of property subject to a Service Assessment.

(B) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.

(C) Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. Failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Service Assessment imposed by the City Council pursuant to this Ordinance.

(D) Notice by mail for Fiscal Years after the initial Fiscal Year shall be controlled by Section 3.08(F) hereof.

SECTION 3.06. FINAL ASSESSMENT RESOLUTION.

(A) The last step for the imposition of a Service Assessment for the initial Fiscal Year shall be the City Council's adoption of a Final Assessment Resolution.

(B) At the time named in the notices required by Sections 3.04 and 3.05 or to such time as an adjournment or continuance may be taken by the City Council, the City Council shall receive any written objections of interested persons and may then, or at any subsequent meeting of the City Council, adopt the Final Assessment Resolution which shall (A) create any Assessment Area; (B) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the City Council; (C) establish the Maximum Assessment Rate, if desired by the City Council and set the rate of assessment to be imposed in the upcoming fiscal

year; (D) approve the initial Assessment Roll, with such amendments as it deems just and right; and (E) determine the method of collection.

(C) All parcels assessed shall derive a special benefit from the service, facility, or program to be provided or constructed and the Service Assessment shall be fairly and reasonably apportioned among the properties that receive the special benefit.

(D) All objections to the Final Assessment Resolution shall be made in writing, and filed with the City Manager at or before the time or adjourned time of such hearing.

(E) The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Assessments are imposed or reimposed hereunder.

SECTION 3.07. EFFECT OF FINAL ASSESSMENT RESOLUTION. The Service Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the Maximum Assessment Rate, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Service Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action on the Final Assessment Resolution. The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Service Assessments, such other official as the City Council by Resolution shall designate.

SECTION 3.08. SUBSEQUENT YEAR ADOPTION PROCEDURES.

(A) Annually, during the budget adoption process, the City Council shall determine whether to reimpose a Service Assessment for each Fiscal Year following the initial Fiscal Year. If the City Council elects to reimpose a Service Assessment, the procedures in this Section 3.08 shall be followed.

(B) The first step for the reimposition of an annual Service Assessment after the initial Fiscal Year shall be the adoption of a Preliminary Rate Resolution by the City Council (1) containing a brief and general description of the services, facilities, or programs to be provided; (2) determining the Service Cost to be assessed for the upcoming Fiscal Year; (3) establishing the estimated assessment rate for the upcoming Fiscal Year; (4) establishing or increasing a Maximum Assessment Rate, if desired by the City Council; (5) authorizing the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Annual Rate Resolution for the upcoming Fiscal Year; and (6) directing the City Manager to (a) update the Assessment Roll; (b) provide notice by publication and first class mail to affected Owners in the event circumstances described in subsection (F) of this Section so require; and (c) directing and authorizing any supplemental or additional notice deemed proper, necessary or convenient by the City.

(C) The second step for the reimposition of an annual Service Assessment after the initial Fiscal Year shall be the adoption of an Annual Rate Resolution by the City Council. At the public hearing established in the Preliminary Rate Resolution or to which an adjournment or continuance may be taken by the City Council, the City Council shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the City Council, adopt the Annual Rate Resolution, which shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year; and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the City Council deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, or any subsequent Preliminary Rate Resolution, together with modifications, if any, that are provided and confirmed in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) Nothing herein shall preclude the City Council from providing annual notification to all Owners of Assessed Property in the manner provided in Sections 3.04 and 3.05 or any other method as provided by law.

(E) The City Council may establish or increase a Maximum Assessment Rate in an Initial Assessment Resolution or Preliminary Rate Resolution and confirm such Maximum Assessment Rate in the Final Assessment Resolution or Annual Rate Resolution in the event notice of such Maximum Rate Assessment has been included in the notices required by Section 3.04 and 3.05.

(F) In the event (1) the proposed Assessment for any Fiscal Year exceeds the rates of assessment adopted by the City Council, including a Maximum Assessment Rate, if any, that were listed in the notices previously provided to the Owners of Assessed Property; (2) the purpose for which the Assessment is imposed or the use of the revenue from the Assessment is substantially changed from that represented by notice previously provided to the Owners of Assessed Property; (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Assessment from that represented by notice previously provided to the Owners of Assessed Property; or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owners of such Assessed Property as provided by law. Such notice shall substantially conform with the notice requirements set forth in Sections 3.04 and 3.05 and inform the Owner of the date, time, and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Service Assessment imposed by the City Council pursuant to this Ordinance.

(G) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action on

the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Assessment not challenged within the required 20-day period for those Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(H) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 5.02 is used to collect the Assessments, such other official as the City Council by Resolution shall designate. If the Assessment against any property shall be sustained, reduced, or abated by the court, an adjustment shall be made on the Assessment Roll.

SECTION 3.09. INTERIM SERVICE ASSESSMENTS.

(A) An interim Service Assessment may be imposed against all property, for which a Certificate of Occupancy is issued, after adoption of the Annual Rate Resolution. The amount of the interim Service Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Rate Resolution for the Fiscal Year for which the interim Service Assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Service Assessment may also include an estimate of the subsequent Fiscal Year's Service Assessment.

(B) No Certificate of Occupancy shall be issued until full payment of the interim Service Assessment is received by the City. Issuance of the Certificate of Occupancy without the payment in full of the interim Service Assessment shall not relieve the Owner of such property of the obligation of full payment. Any interim Service Assessment not collected prior to the issuance of the Certificate of Occupancy may be collected pursuant to the Uniform Assessment Collection Act as provided in Section 5.01 of this Ordinance or by any other method authorized by law. Any interim Service Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

ARTICLE IV

CAPITAL ASSESSMENTS

SECTION 4.01. GENERAL AUTHORITY.

(A) The City Council is hereby authorized to impose Capital Assessments against property located within an Assessment Area to fund all or any portion of the Capital Cost or Project Cost, if obligations are issued, of Local Improvements based on the special benefit accruing to such property from the City's provision of the subsequently identified Local Improvement.

(B) The amount of the Capital Assessment shall be computed in a manner that fairly and reasonably apportions the Capital Cost or Project Cost, if obligations are issued, among the parcels of property within the Assessment Area based upon objectively determinable Assessment Units and reasonably related to the special benefit provided by the Local Improvement.

(C) Nothing contained in this Ordinance shall be construed to require the imposition of Capital Assessments against Government Property.

(D) All Capital Assessments shall be imposed in conformity with the procedures set forth in this Article IV.

SECTION 4.02. INITIAL ASSESSMENT RESOLUTION. The first step for the initial imposition of a Capital Assessment shall be the City Council's adoption of an Initial Assessment Resolution (A) describing the property to be located within the proposed Assessment Area; (B) containing a brief and general description of the Local Improvements to be provided; (C) determining the Capital Cost or Project Cost to be assessed for Local Improvements; (D) describing the method of apportioning the Capital Cost or Project Cost and the computation of the Capital Assessments for specific properties; (E) establishing an estimated assessment rate for the upcoming Fiscal Year; (F) describe the provisions, if any, for acceleration and prepayment of the Capital Assessment; (G) describe the provisions, if any, for reallocating the Capital Assessment upon future subdivision; (H) establishing a Maximum Assessment Rate, if desired by the City Council; (I) authorizing the date, time, and place of a public hearing to consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and (J) directing the City Manager to (1) prepare the initial Assessment Roll, as required by Section 4.03 hereof; (2) publish the notice required by Section 4.04 hereof; and (3) mail the notice required by Sections 4.05 hereof.

SECTION 4.03. CAPITAL ASSESSMENT ROLL.

(A) The City Manager shall prepare, or direct the preparation of, the initial Assessment Roll for Capital Assessments, which shall contain the following:

- (1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.
- (2) The name of the Owner of the Assessed Property.

- (3) The number of Assessment Units attributable to each parcel.
- (4) The amount of the Capital Assessment to be imposed against each Assessed Property.

(B) Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be available in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Capital Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

SECTION 4.04. NOTICE BY PUBLICATION. Upon completion of the initial Assessment Roll and each year thereafter, the City Manager shall publish notice of a public hearing to adopt the Final Assessment Resolution and approve the aforementioned initial Assessment Roll. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.

SECTION 4.05. NOTICE BY MAIL.

(A) For the initial Fiscal Year in which a Capital Assessment is imposed by the City Council against Assessed Property pursuant to the Uniform Assessment Collection Act and in addition to the published notice required by Section 4.04, the City Manager shall provide notice of the proposed Capital Assessment by first class mail to the owner of each parcel of property subject to a Capital Assessment.

(B) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.

(C) Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. Failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Capital Assessment imposed by the City Council pursuant to this Ordinance.

(D) Notice by mail for Fiscal Years after the initial Fiscal Year shall be controlled by Section 4.08(B) hereof.

SECTION 4.06. FINAL ASSESSMENT RESOLUTION.

(A) The last step for the imposition of a Capital Assessment for the initial Fiscal Year shall be the City Council's adoption of a Final Assessment Resolution.

(B) At the time named in the notices required by Sections 4.04 and 4.05 or to such time as an adjournment or continuance may be taken by the City Council, the City Council shall receive any written objections of interested persons and may then, or at any subsequent meeting of the City Council, adopt the Final Assessment Resolution which shall (1) create any Assessment Area; (2) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the City Council; (3) establish the maximum amount of the Capital Assessment for each Assessment Unit and levy the rate of assessment for the upcoming Fiscal

Year; (4) approve the initial Assessment Roll, with such amendments as it deems just and right; and (5) determine the method of collection.

(C) All parcels assessed shall derive a special benefit from the Local Improvement to be provided or constructed and the Capital Assessment shall be fairly and reasonably apportioned among the properties that receive the special benefit.

(D) All objections to the Final Assessment Resolution shall be made in writing, and filed with the City Manager at or before the time or adjourned time of such hearing.

(E) The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Assessments are imposed or reimposed hereunder.

SECTION 4.07. EFFECT OF FINAL ASSESSMENT RESOLUTION. The Capital Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Capital Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action on the Final Assessment Resolution. The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Capital Assessments, such other official as the City Council by resolution shall designate.

SECTION 4.08. SUBSEQUENT YEAR ADOPTION PROCEDURES.

(A) Annually, during the budget adoption process, the City Council shall adopt an Annual Rate Resolution for each Fiscal Year in which Capital Assessments will be imposed to fund the Capital Cost or Project Cost of a Local Improvement. The Annual Rate Resolution shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the City Council deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, as confirmed or amended by the Final Assessment Resolution. Failure to adopt an Annual Assessment Resolution during the budget adoption process for a Fiscal Year may be cured at any time.

(B) In the event (1) the proposed Capital Assessment for any Fiscal Year exceeds the Maximum Assessment Rate included in notice previously provided to the Owners of Assessed Property; (2) the purpose for which the Capital Assessment is imposed is substantially changed from that represented by notice previously provided to the Owners of Assessed Property; (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Capital Assessment from that represented by notice previously provided to the owners of Assessed Property; or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owner of such Assessed Property as provided by law. Such notice shall substantially conform with the notice requirements set forth in Sections 4.04 and 4.05 and inform

the Owners of the date, time and place for the adoption of the Annual Rate Resolution. The failure of an Owner to receive such supplemental notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Capital Assessment imposed by the City Council pursuant to this Ordinance.

(C) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Assessment not challenged within the required 20-day period for those Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method described in Section 5.02 is used to collect the Capital Assessments, such other official as the City Council by Resolution shall designate. If the Capital Assessment against any property shall be sustained, reduced, or abated by the City Council, an adjustment shall be made on the Assessment Roll.

ARTICLE V

COLLECTION AND USE OF ASSESSMENTS

SECTION 5.01. METHOD OF COLLECTION.

(A) Unless otherwise directed by the City Council, the Assessments shall be collected pursuant to the Uniform Assessment Collection Act, and the City shall comply with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

(B) The amount of an Assessment to be collected using the Uniform Assessment Collection Act for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for prior years' assessment for a comparable service, facility, program, or Local Improvement provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the Uniform Assessment Collection Act; (2) notice is provided to the Owner; and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Assessment upon certification of a non-ad valorem roll to the Tax Collector by the City.

SECTION 5.02. ALTERNATIVE METHOD OF COLLECTION. In lieu of using the Uniform Assessment Collection Act, the City may elect to collect the assessment by any other method which is authorized by law or provided as follows:

(A) The City shall provide assessment bills by first class mail to the owner of each affected parcel of property, other than government property. The bill or accompanying explanatory material shall include (1) a brief explanation of the assessment; (2) a description of the assessment units used to determine the amount of the assessment; (3) the number of assessment units attributable to the parcel; (4) the total amount of the parcel's assessment for the appropriate period, (5) the location at which payment will be accepted; (6) the date on which the assessment is due; and (7) a statement that the assessment constitutes a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

(B) A general notice of the lien resulting from imposition of the assessments shall be recorded in the official records of Clay County, Florida. Nothing herein shall be construed to require that individual liens or releases be filed in the official records.

(C) The City shall have the right to collect all delinquent assessments in the manner provided by law. An assessment shall become delinquent if it is not paid within thirty (30) days from the due date. The City or its agent shall notify any property owner who is delinquent in payment of an assessment within sixty (60) days from the date such assessment was due. Such notice shall state in effect that the City or its agent will initiate a foreclosure action and cause the foreclosure of such property subject to a delinquent assessment in a method now or hereafter provided by law for foreclosure of mortgages on real estate, or otherwise as provided by law.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as an individual person or corporation. The City may join in one foreclosure action the collection of assessments against any or all property assessed in accordance with the provisions hereof. All delinquent property owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City and its agents, including reasonable attorney fees, in collection of such delinquent assessments and any other costs incurred by the county as a result of such delinquent assessments including, but not limited to, costs paid for draws on a credit facility and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) In lieu of foreclosure, any delinquent assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the owner in the manner required by law and this article; and (2) any existing lien of record on the affected parcel for the delinquent assessment is supplanted by the lien resulting from certification of the Assessment Roll to the Tax Collector.

SECTION 5.03. GOVERNMENT PROPERTY. In lieu of using the Uniform Assessment Collection Act to collect Assessments from Government Property, the City may elect to use any other method authorized by law or provided by this Section as follows:

(A) The City shall provide Assessment bills by first class mail to the Owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment; (2) a description of the unit of measurement used to determine the amount of the Assessment; (3) the number of units contained within the parcel; (4) the total amount of the parcel's Assessment for the appropriate period; (5) the location at which payment will be accepted; and (6) the date on which the Assessment is due.

(B) Assessments imposed against Government Property shall be due on the same date as all other Assessments and, if applicable, shall be subject to the same discounts for early payment.

(C) An Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The City shall notify the Owner of any Government Property that is delinquent in payment of its Assessment within 60 days from the date such Assessment was due. Such notice shall state that the City will initiate a mandamus or other appropriate judicial action to compel payment.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) As an alternative to the foregoing, an Assessment imposed against Government Property may be collected on the bill for any utility service provided to such Government Property. The City Council may contract for such billing services with any utility not owned by the City.

ARTICLE VI

ISSUANCE OF OBLIGATIONS

SECTION 6.01. GENERAL AUTHORITY.

(A) Upon adoption of the Final Assessment Resolution imposing Capital Assessments to fund a Local Improvement or at any time thereafter, the City Council shall have the power and is hereby authorized to provide by Resolution, at one time or from time to time in series, for the issuance of Obligations to fund the Project Cost thereof.

(B) If issued, the principal of and interest on each series of Obligations shall be payable from Pledged Revenue. At the option of the City Council, the City may agree, by Resolution, to budget and appropriate funds to make up any deficiency in the reserve account established for the Obligations or in the payment of the Obligations, from other non-ad valorem revenue sources. The City Council may also provide, by Resolution, for a pledge of or lien upon proceeds of such non-ad valorem revenue sources for the benefit of the holders of the Obligations. Any such Resolution shall determine the nature and extent of any pledge of or lien upon proceeds of such non-ad valorem revenue sources.

SECTION 6.02. TERMS OF THE OBLIGATIONS. If issued, the Obligations shall be dated, shall bear interest at such rate or rates, shall mature at such times as may be determined by Resolution of the City Council, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions, all as may be fixed by the City Council. Said Obligations shall mature not later than 40 years after their issuance. The City Council shall determine by Resolution the form of the Obligations, the manner of executing such Obligations, and shall fix the denominations of such Obligations, the place or places of payment of the principal and interest, which may be at any bank or trust company within or outside of the State of Florida, and such other terms and provisions of the Obligations as it deems appropriate. The Obligations may be sold at public or private sale for such price or prices as the City Council shall determine by Resolution. The Obligations may be delivered to any contractor to pay for construction of the Local Improvements or may be sold in such manner and for such price as the City Council may determine by Resolution to be for the best interests of the City.

SECTION 6.03. VARIABLE RATE OBLIGATIONS. At the option of the City Council, Obligations may bear interest at a variable rate.

SECTION 6.04. TEMPORARY OBLIGATIONS. Prior to the preparation of definitive Obligations of any series, the City Council may, under like restrictions, issue interim receipts, interim certificates, or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been executed and are available for delivery. The City Council may also provide for the replacement of any Obligations which shall become mutilated, destroyed or lost. Obligations may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance.

SECTION 6.05. ANTICIPATION NOTES. In anticipation of the sale of Obligations, the City Council may, by Resolution, issue notes and may renew the same from time to time. Such notes may be paid from the proceeds of the Obligations, the proceeds of the Capital Assessments, the proceeds of the notes and such other legally available moneys as the City Council deems appropriate by Resolution. Said notes shall mature within five years of their issuance and shall bear interest at a rate not exceeding the maximum rate provided by law. The City Council

may issue Obligations or renewal notes to repay the notes. The notes shall be issued in the same manner as the Obligations.

SECTION 6.06. TAXING POWER NOT PLEDGED. Obligations issued under the provisions of this Ordinance shall not be deemed to constitute a general obligation or pledge of the full faith and credit of the City within the meaning of the Constitution of the State of Florida, but such Obligations shall be payable only from Pledged Revenue in the manner provided herein and by the Resolution authorizing the Obligations. The issuance of Obligations under the provisions of this Ordinance shall not directly or indirectly obligate the City to levy or to pledge any form of ad valorem taxation whatever therefore. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any such Obligations or the interest thereon or to enforce payment of such Obligations or the interest thereon against any property of the City, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the Pledged Revenue.

SECTION 6.07. TRUST FUNDS. The Pledged Revenue received pursuant to the authority of this Ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the Resolution authorizing issuance of the Obligations. Such Pledged Revenue may be invested by the City, or its designee, in the manner provided by the Resolution authorizing issuance of the Obligations. The Pledged Revenue upon receipt thereof by the City shall be subject to the lien and pledge of the holders of any Obligations or any entity other than the City providing credit enhancement on the Obligations.

SECTION 6.08. REMEDIES OF HOLDERS. Any holder of Obligations, except to the extent the rights herein given may be restricted by the Resolution authorizing issuance of the Obligations, may, whether at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce any and all rights under the laws of the State of Florida or granted hereunder or under such Resolution, and may enforce and compel the performance of all duties required by this part, or by such Resolution, to be performed by the City.

SECTION 6.09. REFUNDING OBLIGATIONS. The City may, by Resolution of the City Council, issue Obligations to refund any Obligations issued pursuant to this Ordinance, or any other obligations of the City theretofore issued to finance the Project Cost of a Local Improvement and provide for the rights of the holders hereof. Such refunding Obligations may be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding Obligations to be refunded. If the issuance of such refunding Obligations results in an annual Assessment that exceeds the estimated maximum annual Capital Assessments set forth in the notice provided pursuant to Section 4.05 hereof, the City Council shall provide notice to the affected property owners and conduct a public hearing in the manner required by Article IV of this Ordinance.

ARTICLE VII

MISCELLANEOUS PROVISIONS

SECTION 7.01. APPLICABILITY. This Ordinance and the City Council's authority to impose assessments pursuant hereto shall be applicable throughout the City.

SECTION 7.02. ALTERNATIVE METHOD.

(A) This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City, shall be liberally construed to effect the purposes hereof.

(B) Nothing herein shall preclude the City Council from directing and authorizing, by Resolution, the combination with each other of (1) any supplemental or additional notice deemed proper, necessary, or convenient by the City; (2) any notice required by this Ordinance; or (3) any notice required by law, including the Uniform Assessment Collection Act.

(C) *Alternative method.* This Ordinance shall be deemed to provide an additional and alternative method for the imposition and collection of Assessments and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence.

(D) *Liberally construed.* This Ordinance, being necessary for the welfare of the inhabitants of the City, particularly the owners of property located therein, shall be liberally construed to effect the purposes hereof.

SECTION 7.03. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 7.04. CONFLICTS. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7.05. CODIFICATION. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Green Cove Springs; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 7.06. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and adoption on the second and final reading.

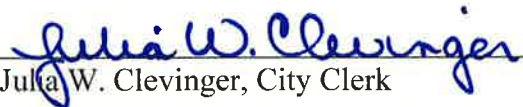
INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 22ND DAY OF MARCH, 2016.

CITY OF GREEN COVE SPRINGS, FLORIDA



B. Van Royal, Mayor

ATTEST:



Julia W. Clevinger, City Clerk

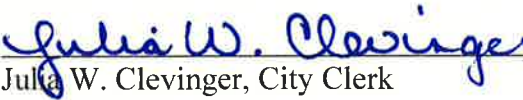
PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 5TH DAY OF APRIL, 2016.

CITY OF GREEN COVE SPRINGS, FLORIDA




B. Van Royal, Mayor

ATTEST:



Julia W. Clevinger, City Clerk

APPROVED AS TO FORM:



L. J. Arnold, III, City Attorney



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** September 3, 2024

FROM: L. J. Arnold III, City Attorney

SUBJECT: Public Hearing and approval of Final Assessment Resolution R-18-2024. A Resolution relating to the reimposition of Stormwater Management Service Assessments against real property within the City of Green Cove Springs; Approving the Stormwater Assessment Roll; and Confirming the Initial Assessment Resolution. *L.J. Arnold III*

BACKGROUND

The City duly passed City Ordinance No. O-04-2016 on April 5, 2016. A copy of the Staff Report in support of such ordinance is attached hereto for explanatory purposes. The City also has passed Resolution R-09-2024 (copy attached), which was the next step in the legal process to authorize the collection of Stormwater Management Service Assessments within the entire City. This Final Assessment Resolution R-18-2024 is the next step in that process and must be adopted following the public hearing. This is the ninth year of collecting Stormwater Management Service Assessments yearly rather than monthly. Staff and outside legal counsel recommend approval of the subject Resolution as outlined above.

FISCAL IMPACT

The City should collect more from these assessments than has been the case with billing each parcel owner in the City on a monthly basis.

RECOMMENDATION

Approve Resolution No. R-18-2024, a Resolution which authorizes the City to collect Stormwater Service Management Assessments within the entire City.

RESOLUTION NO. R-18-2024

A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; PROVIDING FINDINGS, AUTHORITY, DEFINITIONS AND INTERPRETATION; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST CERTAIN REAL PROPERTY WITHIN THE INCORPORATED AREA OF THE CITY OF GREEN COVE SPRINGS ESTABLISHED AS THE STORMWATER SERVICE AREA; APPROVING THE UPDATED STORMWATER SERVICE ASSESSMENT ROLL AND PROVIDING FOR COLLECTION; CONFIRMING THE PRELIMINARY RATE RESOLUTION; PROVIDING FOR EFFECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of Green Cove Springs, Florida (the "City") has enacted Chapter 78, Article VII of the Green Cove Springs Code of Ordinances (the "Code"), which authorizes the imposition of annual Stormwater Service Assessments for Stormwater Management Services against certain Assessed Property within the City; and

WHEREAS, the City Council has enacted Chapter 70 of the City of Green Cove Springs Code of Ordinances (the "Stormwater Ordinance"), which created a municipal Stormwater Utility and implements equitable Stormwater Utility Fees and Charges for the provision of needed Stormwater Management Services; and

WHEREAS, the imposition of an annual Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Service Cost among the Tax Parcels that are specially benefited thereby; and

WHEREAS, the City Council desires to reimpose an assessment for Stormwater Management Services within the City's Stormwater Service Area using the tax bill collection method for the Fiscal Year beginning on October 1, 2024; and

WHEREAS, on July 16, 2024, the Council adopted Resolution No. R-09-2024 (the "Preliminary Rate Resolution"), geographically identifying the area within which the City provides Stormwater Management Services and those properties to be benefited by the City's Stormwater Management Services (the "Stormwater Service Area"), describing the method of assessing the cost of the City's Stormwater Management Services against properties located within the Stormwater Service Area, directing the preparation of the updated Stormwater Assessment Roll, and directing the provision of the notices if required by the Code; and

WHEREAS, to reimpose Stormwater Service Assessments for the Fiscal Year beginning on October 1, 2024, the Code requires the City Council to adopt an Annual Rate Resolution, which confirms or repeals the Preliminary Rate Resolution with such amendments as the City Council deems appropriate, establishes the rate of assessment, and approves the Stormwater Assessment

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Roll for the upcoming Fiscal Year after hearing comments and receiving objections of all interested parties; and

WHEREAS, the updated Stormwater Assessment Roll has heretofore been made available for inspection by the public, as required by the Code; and

WHEREAS, notice of a public hearing has been published in accordance with the Code and, if required by the terms of the Code, mailed to each affected property owner in accordance with the Code, notifying such property owners of the opportunity to be heard; an affidavit regarding the form of notice mailed to each Owner of Residential Property being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B; and

WHEREAS, a public hearing was held on September 3, 2024, and comments and objections of all interested persons have been heard and considered as required by the terms of the Code.

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

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. AUTHORITY. This resolution is adopted pursuant to the provisions of Chapter 78, Article VII of the Green Cove Springs Code of Ordinances (the "Code"); Chapter 70 of the Green Cove Springs Code of Ordinances (the "Stormwater Ordinance"); Resolution No. R-12-2020 (the "Amended and Restated Initial Assessment Resolution"); Resolution No. R-15-2020 (the "Amended and Restated Final Assessment Resolution"); Resolution No. R-09-2024 (the "Preliminary Rate Resolution"); Article VIII, Section 2, Florida Constitution; sections 166.021 and 166.041, Florida Statutes; City of Green Cove Springs Charter; and other applicable provisions of law.

SECTION 3. DEFINITIONS AND INTERPRETATIONS.

(A) This resolution constitutes the Annual Rate Resolution as defined in the Code for the reimposition of Stormwater Service Assessments.

(B) Unless otherwise defined below, all capitalized terms in this resolution shall have the meanings defined in the Code, the Stormwater Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, and the Preliminary Rate Resolution.

(C) Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 4. REIMPOSITION OF STORMWATER SERVICE ASSESSMENTS.

(A) The Tax Parcels of Assessed Property included in the Stormwater Assessment Roll are hereby found to be specially benefited by the City's Stormwater Management Services described in the Preliminary Rate Resolution in the amount of the Stormwater Service Assessment set forth in the updated Stormwater Assessment Roll, a copy of which was present at the above referenced public hearing through electronic media and is incorporated herein by reference.

(B) It is hereby ascertained, determined and declared that each parcel of Assessed Property within the Stormwater Service Area will be benefited by the City's provision of Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution.

(C) Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit, as set forth in the Code, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, and the Preliminary Rate Resolution, from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the Assessed Property that receives the special benefit as set forth in the Preliminary Rate Resolution.

(D) The method for computing Stormwater Service Assessments described in the Preliminary Rate Resolution is hereby approved.

(E) For the Fiscal Year beginning October 1, 2024, the Stormwater Base Service Cost of \$338,604.00 shall be assessed and apportioned among all Tax Parcels of Assessed Property within the Stormwater Service Area equally on a per Tax Parcel basis. As provided in Section 70-7 of the Stormwater Ordinance, a rate of assessment equal to \$84.00 for each Tax Parcel to fund the Stormwater Base Service Cost is hereby approved for the Fiscal Year beginning October 1, 2024.

(F) For the Fiscal Year beginning October 1, 2024, the Stormwater Usage Service Cost of \$1,290,686.40 shall be assessed and apportioned among all Tax Parcels of Developed Property within the Stormwater Service Area based upon the special benefit accruing to such Developed Property from the City's provision of Stormwater Management Services, measured by the number of Net ESUs attributable to each Tax Parcel, as determined in accordance with Section 70-9 of the Stormwater Ordinance after the application of any Mitigation Credits as determined in accordance

with the City's Mitigation Credit Policy, as amended. As provided in Section 70-8 of the Stormwater Ordinance, a rate of assessment equal to \$300.00 for each Net ESU to fund the Stormwater Usage Service Cost is hereby approved for the Fiscal Year beginning October 1, 2024.

(G) Stormwater Service Assessments in the amounts included in the Stormwater Assessment Roll are hereby levied and imposed on all Tax Parcels of Assessed Property and all Developed Property, as applicable, included in the Stormwater Assessment Roll.

(H) Any shortfall in the expected Stormwater Service Assessment proceeds due to any reduction or exemption from payment of the Stormwater Service Assessments required by law or authorized by the City Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Stormwater Service Assessments.

(I) The Stormwater Service Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for Stormwater Service Assessments shall be deemed perfected upon adoption by the City Council of this Annual Rate Resolution. Upon perfection, the lien for Stormwater Service Assessments collected under the Uniform Assessment Collection Act shall attach to the property included on the roll as of the prior January 1, the lien date for ad valorem taxes.

(J) As authorized in the Code, interim Stormwater Assessments are also levied and imposed to fund the Stormwater Usage Service Cost against any Tax Parcel for which a Certificate of Occupancy is issued after adoption of this Annual Rate Resolution based upon the rates of assessment approved in Section 4(F) herein.

SECTION 5. CONFIRMATION OF PRELIMINARY RATE RESOLUTION. The Preliminary Rate Resolution is hereby confirmed.

SECTION 6. APPROVAL OF STORMWATER ASSESSMENT ROLL AND COLLECTION.

(A) The updated Stormwater Assessment Roll, copies of which was present or available at the public hearing and is incorporated herein by reference, is hereby approved.

(B) Additionally, the Stormwater Assessment Roll, as approved, includes those Tax Parcels of Assessed Property within the Stormwater Service Area, that cannot be set forth in that Stormwater Assessment Roll due to the provisions of Section 119.071(4), Florida Statutes, concerning exempt "home addresses."

(C) The Stormwater Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in the Code, shall be delivered to the Tax Collector for collection using the Uniform Assessment Collection Act as provided in Section 78-266 of the Code. The Stormwater Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(D) Any Stormwater Service Assessments or charges imposed on Government Property shall not be included on the Stormwater Assessment Roll and shall continue to be collected pursuant to Section 70-8 of the Stormwater Ordinance.

SECTION 7. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the Stormwater Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Rate Resolution.

SECTION 8. EFFECTIVE DATE. This Annual Rate Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 3RD DAY OF SEPTEMBER, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney

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APPENDIX A

AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Steve Kennedy, who, after being duly sworn, deposes and says:

1. Steve Kennedy as City Manager of the City of Green Cove Springs, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with Chapter 78, Article VII of the Green Cove Springs Code of Ordinances (the "Ordinance") and in conformance with Resolution No. R-09-2024 (the "Preliminary Rate Resolution").

2. Mr. Kennedy has caused the notices required by the Ordinance to be prepared in conformance with the Preliminary Rate Resolution. An exemplary form of such notice is attached hereto. He has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before August 13, 2024, Mr. Kennedy directed the mailing of the above-

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referenced notices in accordance with Section 78-206 of the Ordinance and the Preliminary Rate Resolution by First Class mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Clay County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANT SAYETH NOT.

Steve Kennedy, affiant

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of physical presence or online notarization, this ____ day of _____, 2024 by Steve Kennedy, City Manager, City of Green Cove Springs, Florida. He is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No.: _____

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APPENDIX B

PROOF OF PUBLICATION

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APPENDIX C

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the City Council or the authorized agent of the City of Green Cove Springs, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for Stormwater Management Services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above-described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Clay County Tax Collector by September 15, 2024.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Clay County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this _____ day of _____, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

By: _____
Steven R. Kelley, Mayor

[to be delivered to Clay County Tax Collector prior to September 15]

LOCALiQ FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

CityOf GreenCoveSprings
City Of Green Cove Springs
321 WALNUT STREET
GREEN COVE SPRINGS FL 32043

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Florida Times-Union, published in Duval and Clay Counties, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Duval and Clay Counties, Florida, or in a newspaper by print in the issues of, on:

08/12/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/12/2024

Keegan Deoran
MM

Legal Clerk

Notary, State of WI, County of Brown

8-25-26

My commission expires

Publication Cost:	\$2900.72	
Tax Amount:	\$0.00	
Payment Cost:	\$2900.72	
Order No:	10463458	# of Copies:
Customer No:	763882	0
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF STORMWATER SERVICE NON-AD VALOREM ASSESSMENTS

Item #7.

Notice is hereby given that the City Council of the City of Green Cove Springs, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments within the entire incorporated area of the City, as shown below, for fiscal year October 1, 2024 – September 30, 2025, and future fiscal years to fund the cost of providing Stormwater Management Services to such properties and to authorize collection of such assessments on the tax bill.

The hearing will be held at 7:00 p.m. on September 3, 2024, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk, Erin West, (904) 297-7500, ext. 3307, at least three (3) business days prior to the meeting.

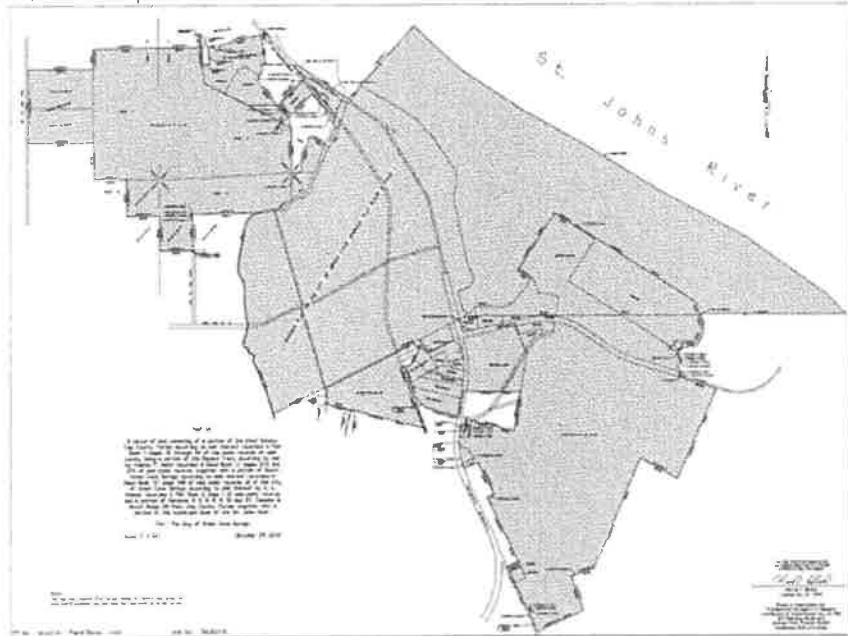
The Stormwater Assessment contains two, separate components. The first component – the Base Charge – will fund the City's baseline, citywide management, operations and maintenance services for the stormwater management system and will be generally allocated equally among all Tax Parcels within the City. The annual Stormwater Assessment rate for the Base Charge for the upcoming Fiscal Year and future fiscal years will be \$84.00 for each Tax Parcel.

The second component – the Usage Charge -- will fund the City's additional Stormwater Management Services provided to developed property. These stormwater management services are necessitated by the existence of Impervious Area that impedes or restricts infiltration of rainfall into the soil, which then increases the need for City services and facilities to convey, retain, and treat increased volume of Stormwater runoff from developed property and the Usage Charge is based upon the estimated amount of stormwater runoff generated by impervious surface on the Developed Property, as measured by the number of Net ESUs assigned to each parcel of property. The City has determined that a typical single-family residence in the Stormwater Service Area includes 3,000 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." Generally, the number of ESUs were calculated individually for each parcel of developed property by dividing the impervious surface area by 3,000 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. The annual Stormwater Assessment rate for the Usage Charge for the upcoming Fiscal Year and future fiscal years will be \$300.00 for each Net ESU.

Copies of the Master Service Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, the Preliminary Rate Resolution, and the updated assessment roll are available for inspection at the office of the City Clerk, located at City Hall, 321 Walnut Street, Green Cove Springs, Florida.

The Stormwater Assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions, please contact the City at (904) 297 7500, Monday through Thursday, between 7:00 a.m. and 5:30 p.m



City of Green Cove Springs

Erin West, City Clerk
321 Walnut Street
Green Cove Springs, FL 32043

Steve Kennedy, City Manager

PUBLISHED ON AUGUST 12, 2024

JV-40029430

LOCALiQ FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

CityOf GreenCoveSprings
City Of Green Cove Springs
321 WALNUT STREET
GREEN COVE SPRINGS FL 32043

STATE OF WISCONSIN, COUNTY OF BROWN

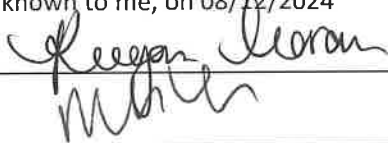
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Florida Times-Union, published in Duval and Clay Counties, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Duval and Clay Counties, Florida, or in a newspaper by print in the issues of, on:

08/12/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/12/2024

Legal Clerk



Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost:	\$2577.91	
Tax Amount:	\$0.00	
Payment Cost:	\$2577.91	
Order No:	10463517	# of Copies:
Customer No:	763882	0
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR
COLLECTION OF SOLID WASTE SERVICE NON-AD VALOREM ASSESSMENTS**

Item #7.

Notice is hereby given that the City Council of the City of Green Cove Springs, will conduct a public hearing to consider reimposing Solid Waste Service Assessments against certain improved residential properties located within the Magnolia West assessment area of the City, as shown below, for the fiscal year October 1, 2024 – September 30, 2025 and future fiscal years to fund the cost of solid waste and recyclable materials collection services, facilities, and programs, provided to such properties and to authorize collection of such assessments on the tax bill.

The hearing will be held at 7:00 p.m. on September 3, 2024, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk, Erin West, (904) 297-7500, ext. 3307, at least three (3) business days prior to the meeting.

The Solid Waste Service Assessments will be generally computed by multiplying the number of dwelling units on each parcel by the rate of assessment. The rate of assessment for the upcoming fiscal year and future fiscal years shall be \$263.40 for each dwelling unit. Copies of the updated assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessments are available for inspection at the office of the City Clerk, located at City Hall, 321 Walnut Street, Green Cove Springs, Florida.

The Solid Waste Service Assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions, please contact the City at (904) 297-7500, Monday through Thursday between 7:00 a.m. and 5:30 p.m.



City of Green Cove Springs

Erin West, City Clerk
321 Walnut Street
Green Cove Springs, FL 32043

Steve Kennedy, City Manager

PUBLISHED ON AUGUST 12, 2024

JV-40029502

RESOLUTION NO. R-09-2024

A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, RELATING TO THE PROVISIONS OF STORMWATER MANAGEMENT SERVICES; ESTIMATING THE COST OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; DESCRIBING THE METHOD OF CHARGING THE COST OF STORMWATER MANAGEMENT SERVICES AGAINST ASSESSED PROPERTY; DIRECTING THE CITY MANAGER TO PREPARE OR DIRECT THE PREPARATION OF A STORMWATER SERVICE ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING FOR THE PROPOSED STORMWATER SERVICE ASSESSMENTS AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR COLLECTION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of Ordinance No. O-04-2016, as codified in Article VII, Chapter 78 of the Green Cove Springs Code of Ordinances (the "Code"), Chapter 70 of the City of Green Cove Springs Code of Ordinances (the "Stormwater Ordinance"), Resolution No. R-12-2020 (the "Amended and Restated Initial Assessment Resolution"), Resolution No. R-15-2020 (the "Amended and Restated Final Assessment Resolution"), Article VIII, Section 2(b), Florida Constitution, sections 166.021 and 166.041, Florida Statutes, the City Charter of the City of Green Cove Springs, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

- (A) This Resolution constitutes the Preliminary Rate Resolution as defined in Section 78-167 of the Code which initiates the annual process for updating the Stormwater Assessment Roll and directs the reimposition of Stormwater Service Assessments for the Fiscal Year beginning October 1, 2024.
- (B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in Sections 78-167 of the Code, Section 70-4 of the Stormwater Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution.
- (C) Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 3. LEGISLATIVE DETERMINATIONS. The legislative determinations embodied in the Section 78-164 of the Code, the Amended and

Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution are affirmed and incorporated herein by reference.

SECTION 4. PROVISION OF STORMWATER MANAGEMENT SERVICES; DETERMINATION OF STORMWATER SERVICE COST; ESTABLISHMENT OF STORMWATER SERVICE ASSESSMENTS.

- (A) The Stormwater Base Service Cost to be assessed and apportioned among benefited Tax Parcels of Assessed Property within the Stormwater Service Area for the Fiscal Year beginning October 1, 2024, is \$338,604.00. For each Fiscal Year in which Stormwater Assessments for Stormwater Management Services are imposed, the Stormwater Base Service Cost shall be allocated among all Tax Parcels of Assessed Property within the Stormwater Service Area equally on a per Tax Parcel basis. A rate of assessment equal to \$84.00 for each Tax Parcel to fund the Stormwater Base Service Cost is hereby approved for the Fiscal Year beginning October 1, 2024.
- (B) The Stormwater Usage Service Cost to be assessed and apportioned among benefited Tax Parcels of Developed Property within the Stormwater Service Area for the Fiscal Year beginning October 1, 2024, is \$1,290,686.40. For each Fiscal Year in which Stormwater Assessments for Stormwater Management Services are imposed, the Stormwater Usage Service Cost shall be allocated among all Tax Parcels of Developed Property within the Stormwater Service at a rate of assessment based upon the special benefit accruing to such Developed Property from the City's provision of Stormwater Management Services, measured by the number of ESUs attributable to each Tax Parcel, as determined in accordance with Section 70-9 of the Stormwater Ordinance after the application of any Mitigation Credits as determined in accordance with the City's Mitigation Credit Policy adopted in Resolution R-10-2020. A rate of assessment equal to \$300.00 for each Net ESU to fund the Stormwater Usage Service Cost is hereby approved for the Fiscal Year beginning October 1, 2024.
- (C) The Stormwater Assessment will be computed for each Tax Parcel within the Stormwater Service Area by (1) multiplying the number of Net ESUs attributable each Tax Parcel of Developed Property by the per Net ESU rate of \$300.00 to fund that Tax Parcel's portion of the Stormwater Usage Service Cost and then (2) adding the applicable \$84.00 rate per Tax Parcel to fund that Tax Parcel's portion of the Stormwater Base Service Cost.
- (D) The rate of the Stormwater Service Assessments established in this Preliminary Rate Resolution shall be the rates applied by the City Manager in the preparation of the updated Stormwater Assessment Roll for the Fiscal Year commencing October 1, 2024, as provided in Section 5 of this Preliminary Rate Resolution.
- (E) Upon the imposition of Stormwater Service Assessments for Stormwater Management Services against Tax Parcels located within the Stormwater Service Area, the Stormwater Utility created in Section 70-5 of the Stormwater Ordinance shall provide Stormwater Management Services to

such property. All or any portion of the Stormwater Service Cost to provide such Stormwater Management Services shall be funded from proceeds of the Stormwater Service Assessments. The remaining cost, if any, required to provide Stormwater Management Services shall be funded by legally available City revenues.

- (F) The Stormwater Service Area created in Section 4 of the Amended and Restated Initial Assessment Resolution is hereby confirmed and established as the service area for the Fiscal year beginning on October 1, 2024, and it is hereby ascertained, determined, and declared each Tax Parcel of Assessed Property located within the Stormwater Service Area will be benefited by the City's provision of Stormwater Management Services in an amount not less than the Stormwater Service Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. STORMWATER ASSESSMENT ROLL.

- (A) The City Manager is hereby directed to prepare, or direct the preparation of, the updated Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2024, in the manner provided in Section 78-204 of the Code.
- (B) Such updated Stormwater Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the Stormwater Service Area conforming to the description contained on the Tax Roll; (2) the name and address of the Owner of each Tax Parcel as shown on the Tax Roll, if available; (3) the number of Assessment Units attributable to the Tax Parcel; and (4) the amount of the Stormwater Service Assessment for Stormwater Management Services.
- (C) The updated Stormwater Assessment Roll shall be open to public inspection. The foregoing shall not be construed to require that the Stormwater Assessment Roll be in printed form if the amount of the Stormwater Service Assessment for each Tax Parcel can be determined by use of computer terminal available to the public.
- (D) It is hereby ascertained, determined, and declared that the foregoing method of determining the Stormwater Service Assessments for Stormwater Management Services (1) is a fair and reasonable method of apportioning the Stormwater Service Cost among parcels of Assessed Property; and (2) is an equitable and efficient mechanism to address payment delinquencies and recover funds advanced for Stormwater Management Services which are allocable to specific parcels of Assessed Property.

SECTION 6. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 7:00 p.m. on September 3, 2024, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of (1) receiving and considering any comments on the Stormwater Service Assessments from affected property owners; and (2) authorizing the imposition of such Stormwater Service Assessments for Stormwater Management Services and collection on the same bill as ad valorem taxes.

SECTION 7. NOTICE BY PUBLICATION. The City Clerk shall publish a notice, as required by Section 78-205 of the Code, in substantially the form attached hereto as Appendix A. Such notice shall be published not later than August 13, 2024, in a newspaper generally circulated in the City.

SECTION 8. NOTICE BY MAIL.

(A) If required by Section 78-209(f) of the Code, the City Manager shall provide notice by first class mail to the Owner of each Tax Parcel of Assessed Property, as required by Section 78-206 of the Code, in substantially the form attached hereto as Appendix B. Such notices shall be mailed not later than August 13, 2024.


(B) For Tax Parcels with exempt "home addresses" pursuant to Section 119.071(4), Florida Statutes, the City Manager shall work with the Property Appraiser and/or Tax Collector for provision of notice.

SECTION 9. METHOD OF COLLECTION. The Stormwater Service Assessments shall be collected from all Assessed Property pursuant to the Uniform Assessment Collection Act as provided in Section 78-266 of the Code.

SECTION 10. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 16TH DAY OF JULY, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA




Steven R. Kelley, Mayor

ATTEST:



Erin West, City Clerk

APPROVED AS TO FORM ONLY:



L. J. Arnold, III, City Attorney

APPENDIX A
FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 13, 2024

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR
COLLECTION OF STORMWATER SERVICE NON-AD VALOREM ASSESSMENTS**

Notice is hereby given that the City Council of the City of Green Cove Springs, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments within the entire incorporated area of the City, as shown below, for fiscal year October 1, 2024 – September 30, 2025, and future fiscal years to fund the cost of providing Stormwater Management Services to such properties and to authorize collection of such assessments on the tax bill.

The hearing will be held at 7:00 p.m. on September 3, 2024, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk, Erin West, (904) 297-7500, ext. 3307, at least three (3) business days prior to the meeting.

The Stormwater Assessment contains two, separate components. The first component – the Base Charge -- will fund the City's baseline, citywide management, operations and maintenance services for the stormwater management system and will be generally allocated equally among all Tax Parcels within the City. The annual Stormwater Assessment rate for the Base Charge for the upcoming Fiscal Year and future fiscal years will be \$84.00 for each Tax Parcel.

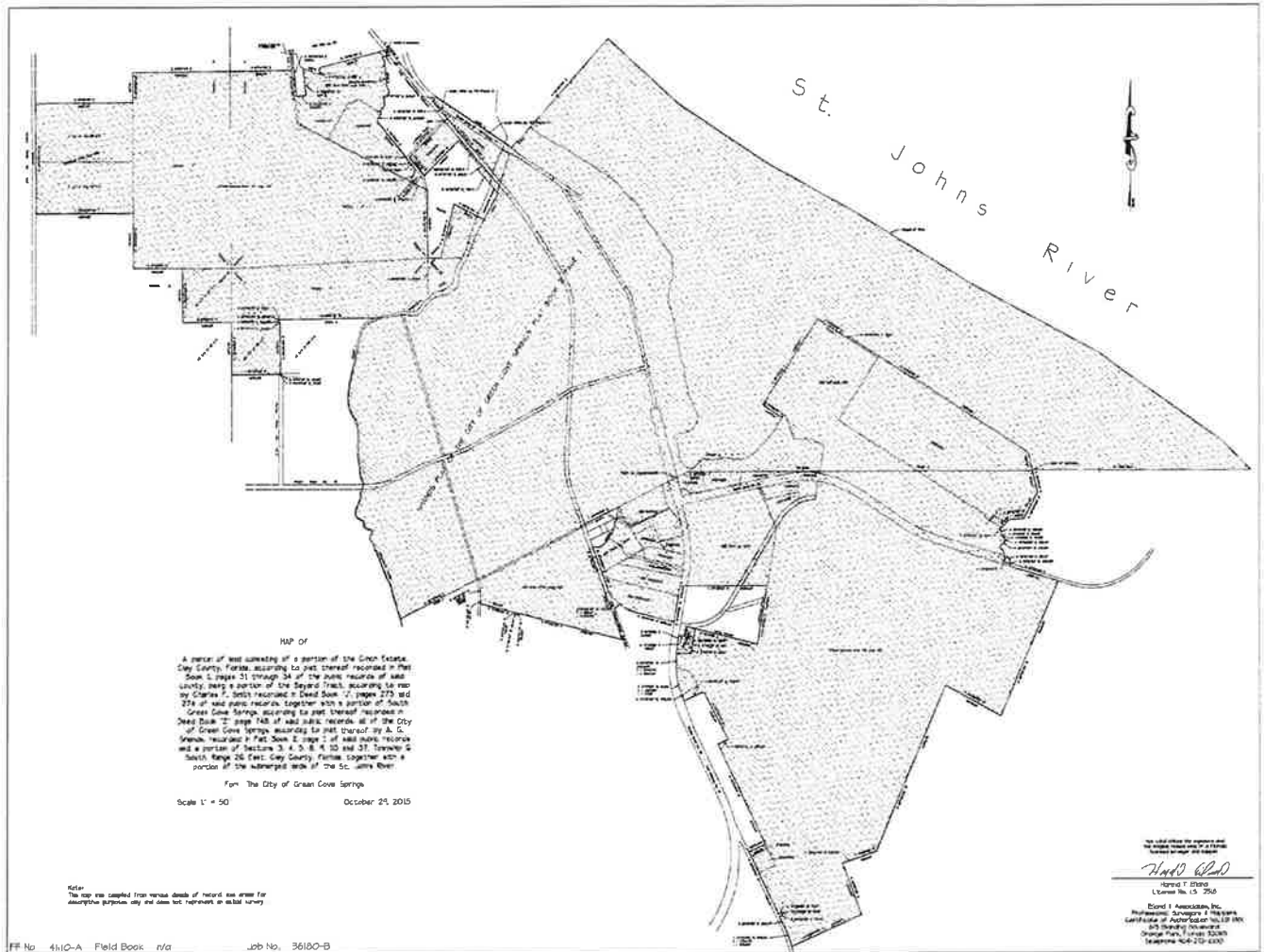
The second component – the Usage Charge -- will fund the City's additional Stormwater Management Services provided to developed property. These stormwater management services are necessitated by the existence of Impervious Area that impedes or restricts infiltration of rainfall into the soil, which then increases the need for City services and facilities to convey, retain, and treat increased volume of Stormwater runoff from developed property and the Usage Charge is based upon the estimated amount of stormwater runoff generated by impervious surface on the Developed Property, as measured by the number of Net ESUs assigned to each parcel of property. The City has determined that a typical single-family residence in the Stormwater Service Area includes 3,000 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." Generally, the number of ESUs were calculated individually for each parcel of developed property by dividing the impervious surface area by 3,000 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. The annual Stormwater Assessment rate for the Usage Charge for the upcoming Fiscal Year and future fiscal years will be \$300.00 for each Net ESU.

Copies of the Master Service Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, the Preliminary Rate Resolution, and the updated assessment roll are available for inspection at the office of the City Clerk, located at City Hall, 321 Walnut Street, Green Cove Springs, Florida.

The Stormwater Assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Unless proper

steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions, please contact the City at (904) 297-7500, Monday through Thursday, between 7:00 a.m. and 5:30 p.m.



City of Green Cove Springs

Erin West, City Clerk
321 Walnut Street
Green Cove Springs, FL 32043

Steve Kennedy, City Manager

APPENDIX B
FORM OF NOTICE TO BE MAILED

FORM OF NOTICE TO BE MAILED

***** NOTICE TO PROPERTY OWNER *****

City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043-3441

CITY OF GREEN COVE SPRINGS, FLORIDA
NOTICE OF HEARING TO IMPOSE AND PROVIDE
FOR COLLECTION OF STORMWATER SERVICE
NON-AD VALOREM ASSESSMENTS
NOTICE DATE: AUGUST 13, 2024

Owner Name
Address
City, State Zip

Tax Parcel # _____

As required by Section 197.3632, Florida Statutes, notice is given by the City of Green Cove Springs (the "City"), that an annual assessment for Stormwater management services using the tax bill collection method, may be levied on your property for the fiscal year October 1, 2024 – September 30, 2025, and future fiscal years. The purpose of this assessment is to fund stormwater management services benefiting all property located within the City. The Stormwater Assessment contains two, separate components. The first component – the Base Charge -- will fund the City’s baseline, citywide management, operations and maintenance services for the stormwater management system and will be generally allocated equally among all Tax Parcels within the City. The total annual assessment revenue to be collected within the City is estimated to be \$338,604.00 for the stormwater base service cost.

The second component – the Usage Charge -- will fund the City’s additional Stormwater Management Services provided to developed property. The total annual assessment revenue to be collected within the City is estimated to be \$1,290,686.40 for the stormwater usage service cost. These stormwater management services are necessitated by the existence of Impervious Area that impedes or restricts infiltration of rainfall into the soil, which then increases the need for City services and facilities to convey, retain, and treat increased volume of Stormwater runoff from developed property and the Usage Charge is based upon the estimated amount of stormwater runoff generated by impervious surface on the Developed Property, as measured by the number of Net ESUs assigned to each parcel of property. The City has determined that a typical single-family residence in the Stormwater Service Area includes 3,000 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." Generally, the number of ESUs were calculated individually for each parcel of developed property by dividing the impervious surface area by 3,000 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs.

The total number of Tax Parcels associated with the above parcel is ____.

The total number of Net ESUs assigned to the above parcel is _____.

The maximum stormwater assessment for the above parcel for the Base Charge is \$84.00 for Fiscal Year 2024-25 and future fiscal years.

The maximum stormwater assessment of the above parcel for the Usage Charge is \$ ____ for Fiscal Year 2024-25 and future fiscal years.

The TOTAL MAXIMUM STORMWATER ASSESSMENT for the above parcel is \$ __ for Fiscal Year 2024-25 and future fiscal years.

A public hearing will be held at 7:00 p.m. on September 3, 2024, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the

Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk, Erin West, at least three (3) business days prior to the meeting.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Master Service Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, the Preliminary Rate Resolution, and the updated assessment roll are available for inspection at the City Clerk's Office, 321 Walnut Street, Green Cove Springs, Florida.

Both the stormwater service non-ad valorem assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November 2024. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your stormwater service assessment, please contact the City at (904) 297-7500, Monday through Thursday, between 7:00 a.m. and 5:30 p.m.

*****THIS IS NOT A BILL*****

**CITY OF GREEN COVE SPRINGS, FLORIDA
STAFF REPORT
FOR MEETING OF APRIL 5, 2016**



SUBJECT: Second and Final Reading of Ordinance No. O-04-2016 authorizing the City to impose and collect non-ad valorem special assessments against real property within the City for services, facilities, programs and local improvements to certain City owned stormwater and solid waste utilities

BACKGROUND: As we know, the City now bills each parcel owner for our monthly stormwater charge. The City has been considering different collection methods for the stormwater utility charges and rates throughout the entire City. At present, the City has approved an availability or base charge of \$3.50 per parcel per month which offsets some, but not all, of the expenses of the stormwater system. One method of collection as authorized by the proposed Ordinance, rather than monthly billing, will allow the City to collect stormwater base charges on a yearly basis on a property owner's ad valorem tax bill similar to the way the County collects the \$84.00 (\$7.00 monthly) yearly landfill charge to all County residences. This assessment will be City wide in application.

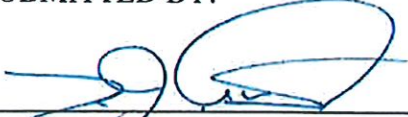
The City also has considered alternative methods for collections of our monthly solid waste fees for non-commercial accounts within the Magnolia West ("MW") subdivision. This consideration is based in part upon the difficulty of collection in the subdivision because the City provides only stormwater and solid waste utilities. As you know, this subdivision was annexed into the City and the area is not within our electric, sewer or water service area. The City may also use the non-ad valorem special assessment method of collection as outlined above and approved by the subject Ordinance for solid waste with the MW subdivision. City staff tried diligently, but unsuccessfully, to have the MW subdivision assess itself on the tax rolls and then remit the yearly solid waste fees (\$18.00 monthly/\$216.00 yearly) to us. They are allowed legally to do so because they were established as a separate legal entity known as a Community Development District ("CDD").

FISCAL IMPACT / FUNDING SOURCE: The City should eventually collect close to one hundred percent (100%) of the subject charges on stormwater and solid waste.

RECOMMENDATION: Staff recommends approval of Ordinance No. O-04-2016 on second and final reading.

MOTION: Approve Ordinance No. O-04-2016 on second and final reading.

SUBMITTED BY:



L. J. Arnold, III, City Attorney

APPROVED BY:



Danielle J. Judd, City Manager

ORDINANCE NO. O-04-2016

AN ORDINANCE RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS AND LOCAL IMPROVEMENTS IN THE CITY OF GREEN COVE SPRINGS, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF ASSESSMENTS AGAINST PROPERTY WITHIN THE INCORPORATED AREA OF THE CITY OF GREEN COVE SPRINGS; PROVIDING CERTAIN DEFINITIONS AND DEFINING THE TERMS "ASSESSMENT," "SERVICE ASSESSMENT," AND "CAPITAL ASSESSMENT"; PROVIDING FOR THE CREATION OF ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING FOR INCLUSION IN CHARTER PROVISION FOR ADOPTION OF RATES FOR MUNICIPAL SERVICES; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING EXEMPTIONS AND HARDSHIP ASSISTANCE; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; AUTHORIZING THE ISSUANCE OF OBLIGATIONS SECURED BY ASSESSMENTS AND PROVIDING FOR THE TERMS THEREOF; PROVIDING THAT THE CITY'S TAXING POWER SHALL NOT BE PLEDGED; PROVIDING REMEDIES; DEEMING THAT PLEDGED REVENUES SHALL BE CONSIDERED TRUST FUNDS; PROVIDING FOR THE REFUNDING OF OBLIGATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I

INTRODUCTION

SECTION 1.01. DEFINITIONS. As used in this Ordinance, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"Annual Rate Resolution" means the Resolution described in Sections 3.08 and 4.08 hereof, approving an Assessment Roll for a specific Fiscal Year.

"Assessed Property" means all parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the service, facility or program or provision of a Local Improvement identified in the Initial Assessment Resolution.

"Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements or the Service Cost of services that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. The term "Assessment" shall include Capital Assessments and Service Assessments.

"Assessment Area" means any of the areas created by Resolution of the City Council pursuant to Section 2.01 hereof, that specially benefit from a Local Improvement or service, facility, or program.

"Assessment Roll" means the special assessment roll relating to an Assessment approved by a Final Assessment Resolution pursuant to Section 3.06 or Section 4.06 hereof or an Annual Rate Resolution pursuant to Section 3.08 or Section 4.08 hereof.

"Assessment Unit" means the unit or criteria utilized to determine the Assessment for each parcel of property, as set forth in the Initial Assessment Resolution. "Assessment Units" may include, by way of example only and not limitation, one or a combination of the following: front footage, platted lots or parcels of record, vested lots, land area, improvement area, equivalent residential connections, permitted land use, trip generation rates, rights to future trip generation capacity under applicable concurrency management regulations, property value or any other physical characteristic or reasonably expected use of the property that has a logical relationship to the Local Improvement or service to be funded from proceeds of the Assessment.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel or property of any kind. This term shall include mobile homes or any vehicles serving in any way the function of a building.

"Building Permit" means an official document or certificate issued by the City, under the authority of ordinance or law, authorizing the construction or siting of any Building within the City. The term "Building Permit" shall also include set up or tie down permits for those structures or Buildings, such as a mobile home, that do not require a Building Permit in order to be constructed.

"Capital Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation, reconstruction, renewal or replacement (including demolition, environmental mitigation and relocation) of Local Improvements and imposition of the related Assessments under generally accepted accounting principles and including reimbursement to the City for any funds advanced for Capital Cost and interest on any interfund or intrafund loan for such purposes.

"City" means the City of Green Cove Springs, Florida.

"City Council" means the governing body of the City of Green Cove Springs, Florida.

"City Manager" means the chief administrative officer of the City, or such person's designee.

"County" means Clay County, Florida.

"Final Assessment Resolution" means the Resolution described in Sections 3.06 and 4.06 hereof which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the imposition of an Assessment.

"Fiscal Year" means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the City.

"Government Property" means property owned by the United States of America or any agency thereof, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

"Initial Assessment Resolution" means the Resolution described in Sections 3.02 and 4.02 hereof which shall be the initial proceeding for the identification of the service, facility, program, or Local Improvement for which an Assessment is to be made and for the imposition of an Assessment.

"Local Improvement" means a capital improvement constructed or installed by the City for the special benefit of a neighborhood or other Assessment Area.

"Maximum Assessment Rate" means the maximum rate of assessment established by the Final Assessment Resolution for the service, facility, program, or Local Improvement identified in the Initial Assessment Resolution.

"Obligations" means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases, reimbursable advances by the City, or any other obligation issued or incurred to finance any portion of the Project Cost of Local Improvements and secured, in whole or in part, by proceeds of the Assessments.

"Ordinance" means this Master Capital Project and Service Assessment Ordinance, as it may be amended from time-to-time.

"Owner" shall mean the Person reflected as the owner of Assessed Property on the Tax Roll.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Pledged Revenue" means, as to any series of Obligations, (A) the proceeds of such Obligations, including investment earnings, (B) proceeds of the Assessments pledged to secure the payment of such Obligations, and (C) any other legally available non-ad valorem revenue pledged, at the City Council's sole option, to secure the payment of such Obligations, as specified by the ordinance or Resolution authorizing such Obligations.

"Preliminary Rate Resolution" means the Resolution described in Section 3.08 hereof initiating the annual process for updating the annual Assessment Roll and directing the reimposition of Service Assessments pursuant to an Annual Rate Resolution.

"Project Cost" means (A) the Capital Cost of a Local Improvement; (B) the Transaction Cost associated with the Obligations which financed the Local Improvement; (C) interest accruing on such Obligations for such period of time as the City Council deems appropriate; (D) the debt service reserve fund or account, if any, established for the Obligations which financed the Local Improvement; and (E) any other costs or expenses related thereto.

"Property Appraiser" means the Property Appraiser of Clay County.

"Service Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Service Cost of services that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution.

"Service Cost" means the amount necessary in any Fiscal Year to fund the provision of a defined service, facility, or program which provides a special benefit to Assessed Property, and can include, but not be limited to: (A) the cost of physical construction, reconstruction or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the cost of computer services, data processing, and communications; (F) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever; (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial, legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the City relating to the provision of said services; (M) all costs associated with the structure, implementation, collection, and enforcement of the Assessments, including any service charges of the Clerk, Tax Collector, or Property Appraiser, and delinquent amounts from prior impositions, and amounts necessary to off-set discounts received for early payment of Assessments pursuant to the Uniform Assessment Collection Act or for early payment of Assessments collected pursuant to Section 5.02 herein; (N) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of the service, facility, or program to be funded by the Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the City Council by subsequent Resolution; (O) an amount for contingencies and anticipated delinquencies and uncollectible Assessments; and (P) reimbursement to the City or any other Person for any moneys advanced for any costs incurred by the City or such Person in connection with any of the foregoing items of Service Cost.

"Tax Collector" means the Tax Collector of Clay County.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Transaction Cost" means the costs, fees and expenses incurred by the City in connection with the issuance and sale of any series of Obligations, including but not limited to (A) rating agency and other financing fees; (B) the fees and disbursements of bond counsel; (C) the underwriters' discount; (D) the fees and disbursements of the City's financial advisor; (E) the costs of preparing and printing the Obligations, the preliminary official statement, the final official statement, and all other documentation supporting issuance of the Obligations; (F) the fees payable in respect of any municipal bond insurance policy; (G) administrative, development, credit review, and all other fees associated with any pooled commercial paper or similar interim financing program; and (H) any other costs of a similar nature incurred in connection with issuance of such Obligations.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, as amended from time-to-time, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. FINDINGS. It is hereby ascertained, determined, and declared that:

(A) Pursuant to Article VIII, section 2(b), Florida Constitution, and sections 166.021 and 166.041, Florida Statutes, the City has all powers of local self-government to perform municipal functions and to render municipal services in a manner not inconsistent with law and such power may be exercised by the enactment of City Ordinances.

(B) The Assessments to be imposed pursuant to this Ordinance shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(C) The Assessments to be imposed pursuant to this Ordinance are imposed by the City Council, not the County, Property Appraiser or Tax Collector. The duties of the Property Appraiser and Tax Collector under the Uniform Assessment Collection Act are ministerial.

(D) The purpose of this Ordinance is to: (1) provide procedures and standards for the imposition of Assessments within the City by Resolution under the general home rule powers of a municipality to impose special assessments; and (2) authorize a procedure for the funding of public services, facilities, programs, or Local Improvements providing special benefit to subsequently identified property within the City.

(E) In accordance with Section 2.12 of the Green Cove Springs City Charter, this Ordinance is intended to grant authority for the levy of special assessments by subsequent Resolution to fund both municipal services and capital projects. Notwithstanding that special assessments may be collected on the annual ad valorem tax bill in accordance with Section 197.3632, Florida Statutes, said special assessments are not legally taxes as contemplated under Article VII, section 1(a) of the Florida Constitution and therefore, the rates may be set by Resolution.

ARTICLE II

GENERAL PROVISIONS

SECTION 2.01. CREATION OF ASSESSMENT AREAS.

(A) The City Council is hereby authorized to create Assessment Areas in accordance with the procedures set forth herein to include property located within the incorporated area of the City that is specially benefitted by the services, facilities, programs, or Local Improvements proposed for funding from the proceeds of Assessments to be imposed therein.

(B) Either the Initial Assessment Resolution proposing each Assessment Area or the Final Assessment Resolution creating each Assessment Area shall include brief descriptions of the proposed services, facilities, programs, or Local Improvements, a description of the property to be included within the Assessment Area, and specific legislative findings that recognize the special benefit to be provided by each proposed service, facility, program, or Local Improvements to property within the Assessment Area.

SECTION 2.02. REVISIONS TO ASSESSMENTS. If any Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court of competent jurisdiction, or if the City Council is satisfied that any such Assessment is so irregular or defective that the same cannot be enforced or collected, or if the City Council has omitted to include any property on the Assessment Roll which property should have been so included, the City Council may take all necessary steps to impose a new Assessment against any property benefitted by the Service Costs, Capital Costs or Project Costs following as nearly as may be practicable, the provisions of this Ordinance and in case such second Assessment is annulled, vacated, or set aside, the City Council may obtain and impose other Assessments until a valid Assessment is imposed.

SECTION 2.03. PROCEDURAL IRREGULARITIES. Any informality or irregularity in the proceedings in connection with the levy of any Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Assessment as finally approved shall be competent and sufficient evidence that such Assessment was duly levied, that the Assessment was duly made and adopted, and that all other proceedings adequate to such Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that

the party objecting was materially injured thereby. Notwithstanding the provisions of this Section, any party objecting to an Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

SECTION 2.04. CORRECTION OF ERRORS AND OMISSIONS.

(A) No act of error or omission on the part of the Property Appraiser, Tax Collector, City Manager, City Council, their deputies, employees, or designees, shall operate to release or discharge any obligation for payment of an Assessment imposed by the City Council under the provision of this Ordinance.

(B) When it shall appear that any Assessment should have been imposed under this Ordinance against a lot or parcel of property specially benefited by the provision of a service, facility, program, or Local Improvement, but such property was omitted from the Assessment Roll, the City Council may, upon provision of appropriate notice as set forth in this Article, impose the applicable Assessment for the Fiscal Year in which such error is discovered, in addition to the applicable Assessment due for the prior two Fiscal Years. Such total Assessment shall become delinquent if not fully paid upon the expiration of 60 days from the date of the adoption of said Resolution. The Assessment so imposed shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles and claims in and to or against the real property involved and may be collected as provided in Article V hereof.

(C) The City Manager shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the Owner of any Assessed Property, to correct any error in applying the Assessment apportionment method to any particular property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction that reduces an Assessment shall be considered valid ab initio and shall in no way affect the enforcement of the Assessment imposed under the provisions of this Ordinance. Any such correction which increases an Assessment or imposes an Assessment on omitted property shall first require notice to the affected owner in the manner described in Sections 3.05 and 4.05 hereof, as applicable, providing the date, time and place that the City Council will consider confirming the correction and offering the owner an opportunity to be heard. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the City Manager and not, the Property Appraiser or Tax Collector.

(D) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the City Manager.

SECTION 2.05. LIEN OF ASSESSMENTS.

(A) Upon the adoption of the Assessment Roll, all Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid.

(B) The lien for an Assessment shall be deemed perfected upon adoption by the City Council of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for an Assessment collected under the Uniform Assessment Collection Act shall attach to the property as provided by law. The lien for an Assessment collected under the alternative method of collection provided in Section 5.02 shall be deemed perfected upon adoption by the City Council of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable, and shall attach to the property on such date of adoption.

SECTION 2.06. AUTHORIZATION FOR EXEMPTIONS AND HARDSHIP ASSISTANCE.

(A) The City Council, in its sole discretion, shall determine whether to provide exemptions from payment of an Assessment for Government Property or other property whose use is wholly or partially exempt from ad valorem taxation under Florida law.

(B) The City Council, in its sole discretion, shall determine whether to provide a program of hardship assistance, either through monetary contributions or extended payment terms, to City residents who are living below or close to the poverty level and are at risk of losing title to their homes as a result of the imposition of an Assessment.

(C) The City Council shall designate the funds available to provide any exemptions or hardship assistance. The provision of an exemption or hardship assistance in any one year shall in no way establish a right or entitlement to such exemption or assistance in any subsequent year and the provision of funds in any year may be limited to the extent funds are available and appropriated by the City Council. Any funds designated for exemptions or hardship assistance shall be paid by the City from funds other than those generated by the Assessment.

(D) Any shortfall in the expected Assessment proceeds due to any hardship assistance or exemption from payment of the Assessments required by law or authorized by the City Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the City Council is improper or otherwise adversely affects the validity of the Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of an Assessment upon each affected Tax Parcel in the amount of the Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the City Council.

ARTICLE III

SERVICE ASSESSMENTS

SECTION 3.01. GENERAL AUTHORITY.

(A) The City Council is hereby authorized to impose an annual Service Assessment to fund all or any portion of the Service Cost on benefitted property at a rate of assessment based on the special benefit accruing to such property from the City's provision of the subsequently identified service, facility, or program.

(B) The amount of the Service Assessment that is imposed each Fiscal Year against each parcel of Assessed Property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the Service Cost among properties on a basis reasonably related to the special benefit provided by the service, facility, or program funded with assessment proceeds.

(C) Nothing contained in this Ordinance shall be construed to require the imposition of Assessments against Government Property.

(D) All Service Assessments shall be imposed in conformity with the procedures set forth in this Article III.

SECTION 3.02. INITIAL ASSESSMENT RESOLUTION. The first step for the initial imposition of a Service Assessment shall be the City Council's adoption of an Initial Assessment Resolution (A) describing the property to be located within any proposed Assessment Area; (B) containing a brief and general description of the services, facilities, or programs to be provided; (C) determining the Service Cost to be assessed; (D) describing the method of apportioning the Service Cost and the computation of the Assessments for specific properties; (E) establishing an estimated assessment rate for the upcoming Fiscal Year; (F) establishing a Maximum Assessment Rate, if desired by the City Council; (G) authorizing the date, time, and place of a public hearing to consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and (H) directing the City Manager to (1) prepare the initial Assessment Roll, as required by Section 3.03 hereof; (2) publish the notice required by Section 3.04 hereof; and (3) mail the notice required by Sections 3.05 hereof.

SECTION 3.03. SERVICE ASSESSMENT ROLL.

(A) The City Manager shall prepare, or direct the preparation of, the initial Assessment Roll for the Service Assessments, which shall contain the following:

- (1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.
- (2) The name of the Owner of the Assessed Property.

- (3) The number of Assessment Units attributable to each parcel.
- (4) The amount of the Service Assessment to be imposed against each Assessed

Property.

(B) Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be available in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Service Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

SECTION 3.04. NOTICE BY PUBLICATION. Upon completion of the initial Assessment Roll and each year thereafter, the City Manager shall publish notice of a public hearing to adopt the Final Assessment Resolution and approve the aforementioned initial Assessment Roll. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.

SECTION 3.05. NOTICE BY MAIL.

(A) For the initial Fiscal Year in which a Service Assessment is imposed by the City Council against Assessed Property pursuant to the Uniform Assessment Collection Act and in addition to the published notice required by Section 3.04, the City Manager shall provide notice of the proposed Service Assessment by first class mail to the owner of each parcel of property subject to a Service Assessment.

(B) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.

(C) Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. Failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Service Assessment imposed by the City Council pursuant to this Ordinance.

(D) Notice by mail for Fiscal Years after the initial Fiscal Year shall be controlled by Section 3.08(F) hereof.

SECTION 3.06. FINAL ASSESSMENT RESOLUTION.

(A) The last step for the imposition of a Service Assessment for the initial Fiscal Year shall be the City Council's adoption of a Final Assessment Resolution.

(B) At the time named in the notices required by Sections 3.04 and 3.05 or to such time as an adjournment or continuance may be taken by the City Council, the City Council shall receive any written objections of interested persons and may then, or at any subsequent meeting of the City Council, adopt the Final Assessment Resolution which shall (A) create any Assessment Area; (B) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the City Council; (C) establish the Maximum Assessment Rate, if desired by the City Council and set the rate of assessment to be imposed in the upcoming fiscal

year; (D) approve the initial Assessment Roll, with such amendments as it deems just and right; and (E) determine the method of collection.

(C) All parcels assessed shall derive a special benefit from the service, facility, or program to be provided or constructed and the Service Assessment shall be fairly and reasonably apportioned among the properties that receive the special benefit.

(D) All objections to the Final Assessment Resolution shall be made in writing, and filed with the City Manager at or before the time or adjourned time of such hearing.

(E) The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Assessments are imposed or reimposed hereunder.

SECTION 3.07. EFFECT OF FINAL ASSESSMENT RESOLUTION. The Service Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the Maximum Assessment Rate, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Service Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action on the Final Assessment Resolution. The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Service Assessments, such other official as the City Council by Resolution shall designate.

SECTION 3.08. SUBSEQUENT YEAR ADOPTION PROCEDURES.

(A) Annually, during the budget adoption process, the City Council shall determine whether to reimpose a Service Assessment for each Fiscal Year following the initial Fiscal Year. If the City Council elects to reimpose a Service Assessment, the procedures in this Section 3.08 shall be followed.

(B) The first step for the reimposition of an annual Service Assessment after the initial Fiscal Year shall be the adoption of a Preliminary Rate Resolution by the City Council (1) containing a brief and general description of the services, facilities, or programs to be provided; (2) determining the Service Cost to be assessed for the upcoming Fiscal Year; (3) establishing the estimated assessment rate for the upcoming Fiscal Year; (4) establishing or increasing a Maximum Assessment Rate, if desired by the City Council; (5) authorizing the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Annual Rate Resolution for the upcoming Fiscal Year; and (6) directing the City Manager to (a) update the Assessment Roll; (b) provide notice by publication and first class mail to affected Owners in the event circumstances described in subsection (F) of this Section so require; and (c) directing and authorizing any supplemental or additional notice deemed proper, necessary or convenient by the City.

(C) The second step for the reimposition of an annual Service Assessment after the initial Fiscal Year shall be the adoption of an Annual Rate Resolution by the City Council. At the public hearing established in the Preliminary Rate Resolution or to which an adjournment or continuance may be taken by the City Council, the City Council shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the City Council, adopt the Annual Rate Resolution, which shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year; and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the City Council deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, or any subsequent Preliminary Rate Resolution, together with modifications, if any, that are provided and confirmed in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) Nothing herein shall preclude the City Council from providing annual notification to all Owners of Assessed Property in the manner provided in Sections 3.04 and 3.05 or any other method as provided by law.

(E) The City Council may establish or increase a Maximum Assessment Rate in an Initial Assessment Resolution or Preliminary Rate Resolution and confirm such Maximum Assessment Rate in the Final Assessment Resolution or Annual Rate Resolution in the event notice of such Maximum Rate Assessment has been included in the notices required by Section 3.04 and 3.05.

(F) In the event (1) the proposed Assessment for any Fiscal Year exceeds the rates of assessment adopted by the City Council, including a Maximum Assessment Rate, if any, that were listed in the notices previously provided to the Owners of Assessed Property; (2) the purpose for which the Assessment is imposed or the use of the revenue from the Assessment is substantially changed from that represented by notice previously provided to the Owners of Assessed Property; (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Assessment from that represented by notice previously provided to the Owners of Assessed Property; or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owners of such Assessed Property as provided by law. Such notice shall substantially conform with the notice requirements set forth in Sections 3.04 and 3.05 and inform the Owner of the date, time, and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Service Assessment imposed by the City Council pursuant to this Ordinance.

(G) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action on

the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Assessment not challenged within the required 20-day period for those Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(H) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 5.02 is used to collect the Assessments, such other official as the City Council by Resolution shall designate. If the Assessment against any property shall be sustained, reduced, or abated by the court, an adjustment shall be made on the Assessment Roll.

SECTION 3.09. INTERIM SERVICE ASSESSMENTS.

(A) An interim Service Assessment may be imposed against all property, for which a Certificate of Occupancy is issued, after adoption of the Annual Rate Resolution. The amount of the interim Service Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Rate Resolution for the Fiscal Year for which the interim Service Assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Service Assessment may also include an estimate of the subsequent Fiscal Year's Service Assessment.

(B) No Certificate of Occupancy shall be issued until full payment of the interim Service Assessment is received by the City. Issuance of the Certificate of Occupancy without the payment in full of the interim Service Assessment shall not relieve the Owner of such property of the obligation of full payment. Any interim Service Assessment not collected prior to the issuance of the Certificate of Occupancy may be collected pursuant to the Uniform Assessment Collection Act as provided in Section 5.01 of this Ordinance or by any other method authorized by law. Any interim Service Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

ARTICLE IV

CAPITAL ASSESSMENTS

SECTION 4.01. GENERAL AUTHORITY.

(A) The City Council is hereby authorized to impose Capital Assessments against property located within an Assessment Area to fund all or any portion of the Capital Cost or Project Cost, if obligations are issued, of Local Improvements based on the special benefit accruing to such property from the City's provision of the subsequently identified Local Improvement.

(B) The amount of the Capital Assessment shall be computed in a manner that fairly and reasonably apportions the Capital Cost or Project Cost, if obligations are issued, among the parcels of property within the Assessment Area based upon objectively determinable Assessment Units and reasonably related to the special benefit provided by the Local Improvement.

(C) Nothing contained in this Ordinance shall be construed to require the imposition of Capital Assessments against Government Property.

(D) All Capital Assessments shall be imposed in conformity with the procedures set forth in this Article IV.

SECTION 4.02. INITIAL ASSESSMENT RESOLUTION. The first step for the initial imposition of a Capital Assessment shall be the City Council's adoption of an Initial Assessment Resolution (A) describing the property to be located within the proposed Assessment Area; (B) containing a brief and general description of the Local Improvements to be provided; (C) determining the Capital Cost or Project Cost to be assessed for Local Improvements; (D) describing the method of apportioning the Capital Cost or Project Cost and the computation of the Capital Assessments for specific properties; (E) establishing an estimated assessment rate for the upcoming Fiscal Year; (F) describe the provisions, if any, for acceleration and prepayment of the Capital Assessment; (G) describe the provisions, if any, for reallocating the Capital Assessment upon future subdivision; (H) establishing a Maximum Assessment Rate, if desired by the City Council; (I) authorizing the date, time, and place of a public hearing to consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and (J) directing the City Manager to (1) prepare the initial Assessment Roll, as required by Section 4.03 hereof; (2) publish the notice required by Section 4.04 hereof; and (3) mail the notice required by Sections 4.05 hereof.

SECTION 4.03. CAPITAL ASSESSMENT ROLL.

(A) The City Manager shall prepare, or direct the preparation of, the initial Assessment Roll for Capital Assessments, which shall contain the following:

- (1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.
- (2) The name of the Owner of the Assessed Property.

- (3) The number of Assessment Units attributable to each parcel.
- (4) The amount of the Capital Assessment to be imposed against each Assessed Property.

(B) Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be available in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Capital Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

SECTION 4.04. NOTICE BY PUBLICATION. Upon completion of the initial Assessment Roll and each year thereafter, the City Manager shall publish notice of a public hearing to adopt the Final Assessment Resolution and approve the aforementioned initial Assessment Roll. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.

SECTION 4.05. NOTICE BY MAIL.

(A) For the initial Fiscal Year in which a Capital Assessment is imposed by the City Council against Assessed Property pursuant to the Uniform Assessment Collection Act and in addition to the published notice required by Section 4.04, the City Manager shall provide notice of the proposed Capital Assessment by first class mail to the owner of each parcel of property subject to a Capital Assessment.

(B) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.

(C) Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. Failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Capital Assessment imposed by the City Council pursuant to this Ordinance.

(D) Notice by mail for Fiscal Years after the initial Fiscal Year shall be controlled by Section 4.08(B) hereof.

SECTION 4.06. FINAL ASSESSMENT RESOLUTION.

(A) The last step for the imposition of a Capital Assessment for the initial Fiscal Year shall be the City Council's adoption of a Final Assessment Resolution.

(B) At the time named in the notices required by Sections 4.04 and 4.05 or to such time as an adjournment or continuance may be taken by the City Council, the City Council shall receive any written objections of interested persons and may then, or at any subsequent meeting of the City Council, adopt the Final Assessment Resolution which shall (1) create any Assessment Area; (2) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the City Council; (3) establish the maximum amount of the Capital Assessment for each Assessment Unit and levy the rate of assessment for the upcoming Fiscal

Year; (4) approve the initial Assessment Roll, with such amendments as it deems just and right; and (5) determine the method of collection.

(C) All parcels assessed shall derive a special benefit from the Local Improvement to be provided or constructed and the Capital Assessment shall be fairly and reasonably apportioned among the properties that receive the special benefit.

(D) All objections to the Final Assessment Resolution shall be made in writing, and filed with the City Manager at or before the time or adjourned time of such hearing.

(E) The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Assessments are imposed or reimposed hereunder.

SECTION 4.07. EFFECT OF FINAL ASSESSMENT RESOLUTION. The Capital Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Capital Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action on the Final Assessment Resolution. The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Capital Assessments, such other official as the City Council by resolution shall designate.

SECTION 4.08. SUBSEQUENT YEAR ADOPTION PROCEDURES.

(A) Annually, during the budget adoption process, the City Council shall adopt an Annual Rate Resolution for each Fiscal Year in which Capital Assessments will be imposed to fund the Capital Cost or Project Cost of a Local Improvement. The Annual Rate Resolution shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the City Council deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, as confirmed or amended by the Final Assessment Resolution. Failure to adopt an Annual Assessment Resolution during the budget adoption process for a Fiscal Year may be cured at any time.

(B) In the event (1) the proposed Capital Assessment for any Fiscal Year exceeds the Maximum Assessment Rate included in notice previously provided to the Owners of Assessed Property; (2) the purpose for which the Capital Assessment is imposed is substantially changed from that represented by notice previously provided to the Owners of Assessed Property; (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Capital Assessment from that represented by notice previously provided to the owners of Assessed Property; or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owner of such Assessed Property as provided by law. Such notice shall substantially conform with the notice requirements set forth in Sections 4.04 and 4.05 and inform

the Owners of the date, time and place for the adoption of the Annual Rate Resolution. The failure of an Owner to receive such supplemental notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Capital Assessment imposed by the City Council pursuant to this Ordinance.

(C) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Assessment not challenged within the required 20-day period for those Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method described in Section 5.02 is used to collect the Capital Assessments, such other official as the City Council by Resolution shall designate. If the Capital Assessment against any property shall be sustained, reduced, or abated by the City Council, an adjustment shall be made on the Assessment Roll.

ARTICLE V

COLLECTION AND USE OF ASSESSMENTS

SECTION 5.01. METHOD OF COLLECTION.

(A) Unless otherwise directed by the City Council, the Assessments shall be collected pursuant to the Uniform Assessment Collection Act, and the City shall comply with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

(B) The amount of an Assessment to be collected using the Uniform Assessment Collection Act for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for prior years' assessment for a comparable service, facility, program, or Local Improvement provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the Uniform Assessment Collection Act; (2) notice is provided to the Owner; and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Assessment upon certification of a non-ad valorem roll to the Tax Collector by the City.

SECTION 5.02. ALTERNATIVE METHOD OF COLLECTION. In lieu of using the Uniform Assessment Collection Act, the City may elect to collect the assessment by any other method which is authorized by law or provided as follows:

(A) The City shall provide assessment bills by first class mail to the owner of each affected parcel of property, other than government property. The bill or accompanying explanatory material shall include (1) a brief explanation of the assessment; (2) a description of the assessment units used to determine the amount of the assessment; (3) the number of assessment units attributable to the parcel; (4) the total amount of the parcel's assessment for the appropriate period, (5) the location at which payment will be accepted; (6) the date on which the assessment is due; and (7) a statement that the assessment constitutes a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

(B) A general notice of the lien resulting from imposition of the assessments shall be recorded in the official records of Clay County, Florida. Nothing herein shall be construed to require that individual liens or releases be filed in the official records.

(C) The City shall have the right to collect all delinquent assessments in the manner provided by law. An assessment shall become delinquent if it is not paid within thirty (30) days from the due date. The City or its agent shall notify any property owner who is delinquent in payment of an assessment within sixty (60) days from the date such assessment was due. Such notice shall state in effect that the City or its agent will initiate a foreclosure action and cause the foreclosure of such property subject to a delinquent assessment in a method now or hereafter provided by law for foreclosure of mortgages on real estate, or otherwise as provided by law.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as an individual person or corporation. The City may join in one foreclosure action the collection of assessments against any or all property assessed in accordance with the provisions hereof. All delinquent property owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City and its agents, including reasonable attorney fees, in collection of such delinquent assessments and any other costs incurred by the county as a result of such delinquent assessments including, but not limited to, costs paid for draws on a credit facility and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) In lieu of foreclosure, any delinquent assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the owner in the manner required by law and this article; and (2) any existing lien of record on the affected parcel for the delinquent assessment is supplanted by the lien resulting from certification of the Assessment Roll to the Tax Collector.

SECTION 5.03. GOVERNMENT PROPERTY. In lieu of using the Uniform Assessment Collection Act to collect Assessments from Government Property, the City may elect to use any other method authorized by law or provided by this Section as follows:

(A) The City shall provide Assessment bills by first class mail to the Owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment; (2) a description of the unit of measurement used to determine the amount of the Assessment; (3) the number of units contained within the parcel; (4) the total amount of the parcel's Assessment for the appropriate period; (5) the location at which payment will be accepted; and (6) the date on which the Assessment is due.

(B) Assessments imposed against Government Property shall be due on the same date as all other Assessments and, if applicable, shall be subject to the same discounts for early payment.

(C) An Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The City shall notify the Owner of any Government Property that is delinquent in payment of its Assessment within 60 days from the date such Assessment was due. Such notice shall state that the City will initiate a mandamus or other appropriate judicial action to compel payment.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) As an alternative to the foregoing, an Assessment imposed against Government Property may be collected on the bill for any utility service provided to such Government Property. The City Council may contract for such billing services with any utility not owned by the City.

ARTICLE VI

ISSUANCE OF OBLIGATIONS

SECTION 6.01. GENERAL AUTHORITY.

(A) Upon adoption of the Final Assessment Resolution imposing Capital Assessments to fund a Local Improvement or at any time thereafter, the City Council shall have the power and is hereby authorized to provide by Resolution, at one time or from time to time in series, for the issuance of Obligations to fund the Project Cost thereof.

(B) If issued, the principal of and interest on each series of Obligations shall be payable from Pledged Revenue. At the option of the City Council, the City may agree, by Resolution, to budget and appropriate funds to make up any deficiency in the reserve account established for the Obligations or in the payment of the Obligations, from other non-ad valorem revenue sources. The City Council may also provide, by Resolution, for a pledge of or lien upon proceeds of such non-ad valorem revenue sources for the benefit of the holders of the Obligations. Any such Resolution shall determine the nature and extent of any pledge of or lien upon proceeds of such non-ad valorem revenue sources.

SECTION 6.02. TERMS OF THE OBLIGATIONS. If issued, the Obligations shall be dated, shall bear interest at such rate or rates, shall mature at such times as may be determined by Resolution of the City Council, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions, all as may be fixed by the City Council. Said Obligations shall mature not later than 40 years after their issuance. The City Council shall determine by Resolution the form of the Obligations, the manner of executing such Obligations, and shall fix the denominations of such Obligations, the place or places of payment of the principal and interest, which may be at any bank or trust company within or outside of the State of Florida, and such other terms and provisions of the Obligations as it deems appropriate. The Obligations may be sold at public or private sale for such price or prices as the City Council shall determine by Resolution. The Obligations may be delivered to any contractor to pay for construction of the Local Improvements or may be sold in such manner and for such price as the City Council may determine by Resolution to be for the best interests of the City.

SECTION 6.03. VARIABLE RATE OBLIGATIONS. At the option of the City Council, Obligations may bear interest at a variable rate.

SECTION 6.04. TEMPORARY OBLIGATIONS. Prior to the preparation of definitive Obligations of any series, the City Council may, under like restrictions, issue interim receipts, interim certificates, or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been executed and are available for delivery. The City Council may also provide for the replacement of any Obligations which shall become mutilated, destroyed or lost. Obligations may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance.

SECTION 6.05. ANTICIPATION NOTES. In anticipation of the sale of Obligations, the City Council may, by Resolution, issue notes and may renew the same from time to time. Such notes may be paid from the proceeds of the Obligations, the proceeds of the Capital Assessments, the proceeds of the notes and such other legally available moneys as the City Council deems appropriate by Resolution. Said notes shall mature within five years of their issuance and shall bear interest at a rate not exceeding the maximum rate provided by law. The City Council

may issue Obligations or renewal notes to repay the notes. The notes shall be issued in the same manner as the Obligations.

SECTION 6.06. TAXING POWER NOT PLEDGED. Obligations issued under the provisions of this Ordinance shall not be deemed to constitute a general obligation or pledge of the full faith and credit of the City within the meaning of the Constitution of the State of Florida, but such Obligations shall be payable only from Pledged Revenue in the manner provided herein and by the Resolution authorizing the Obligations. The issuance of Obligations under the provisions of this Ordinance shall not directly or indirectly obligate the City to levy or to pledge any form of ad valorem taxation whatever therefore. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any such Obligations or the interest thereon or to enforce payment of such Obligations or the interest thereon against any property of the City, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the Pledged Revenue.

SECTION 6.07. TRUST FUNDS. The Pledged Revenue received pursuant to the authority of this Ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the Resolution authorizing issuance of the Obligations. Such Pledged Revenue may be invested by the City, or its designee, in the manner provided by the Resolution authorizing issuance of the Obligations. The Pledged Revenue upon receipt thereof by the City shall be subject to the lien and pledge of the holders of any Obligations or any entity other than the City providing credit enhancement on the Obligations.

SECTION 6.08. REMEDIES OF HOLDERS. Any holder of Obligations, except to the extent the rights herein given may be restricted by the Resolution authorizing issuance of the Obligations, may, whether at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce any and all rights under the laws of the State of Florida or granted hereunder or under such Resolution, and may enforce and compel the performance of all duties required by this part, or by such Resolution, to be performed by the City.

SECTION 6.09. REFUNDING OBLIGATIONS. The City may, by Resolution of the City Council, issue Obligations to refund any Obligations issued pursuant to this Ordinance, or any other obligations of the City theretofore issued to finance the Project Cost of a Local Improvement and provide for the rights of the holders hereof. Such refunding Obligations may be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding Obligations to be refunded. If the issuance of such refunding Obligations results in an annual Assessment that exceeds the estimated maximum annual Capital Assessments set forth in the notice provided pursuant to Section 4.05 hereof, the City Council shall provide notice to the affected property owners and conduct a public hearing in the manner required by Article IV of this Ordinance.

ARTICLE VII

MISCELLANEOUS PROVISIONS

SECTION 7.01. APPLICABILITY. This Ordinance and the City Council's authority to impose assessments pursuant hereto shall be applicable throughout the City.

SECTION 7.02. ALTERNATIVE METHOD.

(A) This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City, shall be liberally construed to effect the purposes hereof.

(B) Nothing herein shall preclude the City Council from directing and authorizing, by Resolution, the combination with each other of (1) any supplemental or additional notice deemed proper, necessary, or convenient by the City; (2) any notice required by this Ordinance; or (3) any notice required by law, including the Uniform Assessment Collection Act.

(C) *Alternative method.* This Ordinance shall be deemed to provide an additional and alternative method for the imposition and collection of Assessments and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence.

(D) *Liberally construed.* This Ordinance, being necessary for the welfare of the inhabitants of the City, particularly the owners of property located therein, shall be liberally construed to effect the purposes hereof.

SECTION 7.03. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 7.04. CONFLICTS. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7.05. CODIFICATION. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Green Cove Springs; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 7.06. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and adoption on the second and final reading.

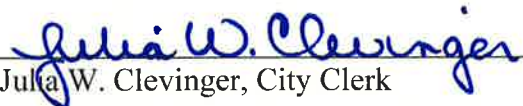
INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 22ND DAY OF MARCH, 2016.

CITY OF GREEN COVE SPRINGS, FLORIDA



B. Van Royal, Mayor


ATTEST:



Julia W. Clevinger, City Clerk

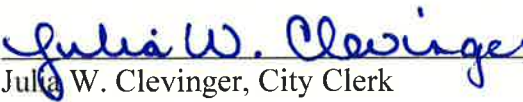
PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 5TH DAY OF APRIL, 2016.

CITY OF GREEN COVE SPRINGS, FLORIDA




B. Van Royal, Mayor

ATTEST:



Julia W. Clevinger, City Clerk

APPROVED AS TO FORM:



L. J. Arnold, III, City Attorney



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** September 3, 2024

FROM: Sue Wang, Finance Director

SUBJECT: First Public Hearing and approval of Resolution No. R-19-2024 adopting the Tentative Millage Rate for Fiscal Year 2024/2025 and set September 17, 2024, at 7:00 p.m. as the final hearing date.

BACKGROUND

The first issue to be discussed at the City of Green Cove Springs public hearing on the millage rate is the percentage increase in millage over the rolled back rate. Council instructed staff on July 23, 2024, to advertise a millage rate of 6.0000 mills. The current year proposed millage rate of 5.7000 mills is an increase of 28.12% of the rolled back rate of 4.4490. The 5.7000 millage rate will generate \$4,230,810 or \$986,864 more than the 2024 Ad Valorem revenue to fund general fund operations. Of the \$4,230,810 Ad Valorem revenue, the City's share is \$4,205,335 and CRA's share is \$25,475.

The proposed budget for FY 2024/2025 that was released to Council on August 8, 2024, was based on a millage rate of 5.7000 which reflected the Ad Valorem revenue at 97% of the \$4,230,810 proceeds, which is \$4,079,175 for the City and \$24,710 for CRA as shown in the proposed Budget.

The Staff Report for July 23, 2024 is attached for your reference as it has Millage Dynamics and other reference materials. Also attached are the 420 forms with advertised millage rate of 6.0000.

At all hearings, the Council shall hear comments regarding the millage rate and citizens shall be allowed to speak and ask questions prior to the adoption of any measures by the Council.

FISCAL IMPACT

N/A

RECOMMENDATION

Approve Resolution R-19-2024 and tentatively adopt the millage rate of _____ for FY 2024/2025 and set September 17, 2024, at 7:00 p.m. as the final public hearing on the millage rate.

RESOLUTION NO. R-19-2024

A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, OF CLAY COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA FOR FISCAL YEAR 2024/2025; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Green Cove Springs of Clay County, Florida on September 3, 2024, adopted Fiscal Year 2024/2025 Tentative Millage rates following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Green Cove Springs of Clay County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Clay County has been certified by the County Property Appraiser to the City of Green Cove Springs as \$742,247,307.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA THAT:

1. The Fiscal Year 2024/2025 proposed operating millage rate is 5.7000 mills, which is more than the rolled-back rate of 4.4490 mills by 28.12%.
2. This Resolution will take effect immediately upon its adoption.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 3rd DAY OF SEPTEMBER 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Special Session **MEETING DATE:** July 23, 2024
FROM: Sue Wang, Finance Director
SUBJECT: Establish Tentative Millage Rate for Fiscal Year 2024/2025.

BACKGROUND

The Form 420 provided by the Property Appraiser (copy attached) reflects an actual property tax valuation of \$742,247,307 for next year, an increase of \$52,046,049 from the prior year's final taxable value of \$690,201,258 which is an increase of 7.5%. The increase is reflected at 100% and has not been discounted to 97%. This includes \$4,469,237 dedicated increment value to the CRA (see attached DR-420TIF form).

The Administration is recommending a 5.7000 millage rate in the proposed budget in order to address the negative unassigned Fund Balance for General Fund based on the audit report for Fiscal Year 2023. Four schedules are attached for your reference. One is titled Millage Dynamics, and the others Ad Valorem Revenue FY 2025, Property Taxes FY 2025 and City/CRA Ad Valorem Breakdown FY2025. They demonstrate among other things, the impact the ad valorem tax has on homeowners using various millage rates. In addition to Form 420s, we included Form 420MM-P (Maximum Millage Levy Calculation-Preliminary Disclosure). The 5.7000 rate will require an unanimous vote by Council and would generate \$4,230,810, but when discounted to 97% is \$4,103,885. It must also be noted that the impact from the Council's decision to implement additional exemptions for seniors are included in these figures. The impact is minimal, but this does reflect in this year's exemptions.

The millage rate set at tonight's meeting will be certified to the respective parties and will be used on the TRIM notices that will be mailed to taxpayers in August 2024 by the Clay County Property Appraiser's office notifying them of the proposed millage and the hearing dates. If Council sets a millage rate at the final budget hearing that is greater than the vote set at this meeting, then new TRIM notices will have to be mailed at the City's expense. Council may decrease the millage rate prior to the final hearing without having to send out notices. Council needs to set September 3 and September 17 as the tentative and final hearing dates to hear comments from the public on the proposed millage rates, operating budget, and capital improvement plan and these are the dates that will be reported to the Property Appraiser and Department of Revenue. For Green Cove Springs, these dates fall on regular Council meeting dates. The City cannot hold its hearings the same dates as the School Board or the County. Their dates are set as July 30 and September 12 for the School Board and September 10 and September 24 for the County. To comply with advertising and other TRIM requirements, the City's first public hearing needs to be held on September 3 and the final hearing on September 17.

FISCAL IMPACT

N/A

RECOMMENDATION

- 1) **Council approval of _____ as the tentative millage rate for fiscal year 2024/2025.**
- 2) **Set September 3 at 7:00 pm as the first public hearing on the millage, budget, and CIP.**
- 3) **Set September 17 at 7:00 pm as the second and final hearing on the millage, budget, and CIP.**

MILLAGE DYNAMICS FY 2025

Millage Rate	Current Year Taxable Value	FY 25	FY 25	FY 24	Inc/Dec	% Change
		Gross Proceeds	Discount Proceeds	Current Year Proceeds		FY 24 / FY 25 Proceeds
2.6000	\$742,247,307	\$1,929,843	\$1,871,948	\$3,243,946	-\$1,371,998	-42.29%
2.6110	\$742,247,307	\$1,938,008	\$1,879,867	\$3,243,946	-\$1,364,079	-42.05%
2.9821	\$742,247,307	\$2,213,456	\$2,147,052	\$3,243,946	-\$1,096,894	-33.81%
3.6000	\$742,247,307	\$2,672,090	\$2,591,928	\$3,243,946	-\$652,018	-20.10%
3.8000	\$742,247,307	\$2,820,540	\$2,735,924	\$3,243,946	-\$508,022	-15.66%
4.1275	\$742,247,307	\$3,063,626	\$2,971,717	\$3,243,946	-\$272,229	-8.39%
4.4490	\$742,247,307	\$3,302,258	\$3,203,191	\$3,243,946	-\$40,755	-1.26%
4.7000	\$742,247,307	\$3,488,562	\$3,383,905	\$3,243,946	\$139,959	4.31%
5.0000	\$742,247,307	\$3,711,237	\$3,599,899	\$3,243,946	\$355,953	10.97%
5.5000	\$742,247,307	\$4,082,360	\$3,959,889	\$3,243,946	\$715,943	22.07%
5.7000	\$742,247,307	\$4,230,810	\$4,103,885	\$3,243,946	\$859,939	26.51%

**AD VALOREM REVENUE
2025**

	FY 2024'25 MILLAGE RATE	ROLLED-BACK RATE	MAX MILLAGE RATE	MAX MILLAGE RATE	ANYTHING OVER 5.1723MILLS
	(# 4, DR 420 MMP)	(#16 DR 420-PRIOR YEAR)	(#13 DR 420MMP)	(#14 DR 420MMP)	(#14 DR 420MMP)
			(Majority Vote)	(2/3 Vote)	(UNANIMOUS)
% INC FROM FY 2024 INCOME OF \$3,243,946 at 100%	7.54%	1.81%	7.59%	18.35%	30.42%
MILLAGE RATES:	4.7000	4.4490	4.7021	5.1723	5.7000
TAXABLE VALUE	\$742,247,307	\$742,247,307	\$742,247,307	\$742,247,307	\$742,247,307
REV. GENERATED 100%	\$3,488,562	\$3,302,258	\$3,490,121	\$3,839,126	\$4,230,810
Budgeted at 97%	\$3,383,905	\$3,203,191	\$3,385,417	\$3,723,952	\$4,103,885

ANYTHING OVER 5.1723 MUST BE A UNANIMOUS VOTE

PROPERTY TAXES										
FY 2024/2025										
FISCAL YEAR	ALLOWABLE VALUATION	TAX RATE	TAX REVENUE	% INCREASE DECREASE	FULL MILL GENERATES REVENUE OF	DISCOUNT MILL GENERATES REVENUE OF				
24-25	742,247,307	4.4490	3,302,258		742,247	719,980	Rolled-back Rate			
23-24	742,247,307	4.7000	3,488,562		742,247	719,980	Prior Year Millage Rate			
23-24	742,247,307	5.5000	4,082,360		742,247	719,980				
23-24	742,247,307	5.7000	4,230,810	7.54%	742,247	719,980	Proposed Millage Rate			
23-24	690,201,258	4.7000	3,243,946	9.52%	690,201	669,495				
22-23	630,187,660	4.5000	2,835,844	13.25%	630,188	611,282				
21-22	556,461,965	3.8000	2,114,555	5.29%	556,462	539,768				
20-21	528,479,105	3.8000	2,008,221	10.11%	528,479	512,625				
19-20	479,957,037	3.8000	1,823,837	7.52%	479,957	465,558				
18-19	446,401,768	3.6000	1,607,046	12.18%	446,402	433,010				
17-18	397,937,669	3.6000	1,432,576	7.51%	397,938	386,000				
16-17	370,129,769	3.6000	1,332,467	7.47%	370,130	359,026				
15-16	344,409,056	3.6000	1,239,873	2.76%	344,409	330,633				
14-15	335,144,554	3.6000	1,206,520	2.71%	335,145	321,739				
13-14	326,309,541	2.9821	973,088	1.10%	326,310	313,257				
TAXABLE VALUES OF HOMES (thousands)										
(after \$50K exemption)										
MILLAGE RATE	\$25 TAX DUE (ROUNDED)	\$50 TAX DUE (ROUNDED)	\$75 TAX DUE (ROUNDED)	\$100 TAX DUE (ROUNDED)	\$125 TAX DUE (ROUNDED)	\$150 TAX DUE (ROUNDED)	\$200 TAX DUE (ROUNDED)	\$225 TAX DUE (ROUNDED)	\$300 TAX DUE (ROUNDED)	
4.4490	111	222	334	445	556	667	890	1,001	1,335	Rolled-back Rate
4.7000	118	235	353	470	588	705	940	1,058	1,410	Prior Year Rate
5.5000	138	275	413	550	688	825	1,100	1,238	1,650	
5.7000	143	285	428	570	713	855	1,140	1,283	1,710	Proposed Millage Rate



CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

Item #8.

Rule 12D-16.002
 Florida Administrative Code
 Effective 11/12

Year : 2024	County : Clay
Principal Authority : City of Green Cove Springs	Taxing Authority : City of Green Cove Springs - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	681,392,900	(1)
2.	Current year taxable value of personal property for operating purposes	\$	60,009,095	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	845,312	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	742,247,307	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	8,632,902	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	733,614,405	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	690,201,258	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Number 1 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (9)
Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.		
SIGN HERE	Signature of Property Appraiser:	Date :		
	Electronically Certified by Property Appraiser	6/28/2024 2:41:50 AM		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	4.7000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	3,243,946	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	3,243,946	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	4,469,237	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	729,145,168	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	4.4490	per \$1000	(16)
17.	Current year proposed operating millage rate	6.0000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	4,453,484	(18)

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE - SIGN AND SUBMIT
----------------------------------------------	-----------------------------------------------------------------------------------	------------------------------------

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	3,243,946	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		4.4490 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	3,302,258	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	4,453,484	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		6.0000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		34.8600 %	(27)

First public budget hearing	Date : 9/3/2024	Time : 7:00 PM EST	Place : 321 Walnut St Green Cove Springs 32043
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SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer : Electronically Certified by Principal Taxing Authority			Date : 7/29/2024 8:00:01 AM	
	Title : L. Steve Kennedy - City Manager		Contact Name and Contact Title : Xiuchun Wang - Finance Director		
	Mailing Address : 321 Walnut Street,		Physical Address : 321 Walnut Street, Green Cove Springs Florida 32043		
	City, State, Zip : Green Cove Springs Florida 32043		Phone Number : (904) 297-7033, ext. 3309		Fax Number :

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



Reset Form

Print Form

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2024	County : Clay
Principal Authority : City of Green Cove Springs	Taxing Authority : City of Green Cove Springs - Operating
Community Redevelopment Area : Green Cove Springs	Base Year : 2023

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	53,419,614	(1)
2.	Base year taxable value in the tax increment area	\$	48,715,154	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	4,704,460	(3)
4.	Prior year Final taxable value in the tax increment area	\$	48,715,154	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	0	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date :	6/28/2024 2:41:50 AM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.0000 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> If value is zero or less than zero, then enter zero on Line 6b	\$	4,469,237	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	0	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> If value is zero or less than zero, then enter zero on Line 7e	\$		(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer : Electronically Certified by Principal Taxing Authority	Date :	7/29/2024 8:00:01 AM	
	Title : L. Steve Kennedy - City Manager	Contact Name and Contact Title :	Xiuchun Wang - Finance Director	
	Mailing Address : 321 Walnut Street,	Physical Address :	321 Walnut Street, Green Cove Springs Florida 32043	
	City, State, Zip : Green Cove Springs Florida 32043	Phone Number :	Fax Number :	(904) 297-7033, ext. 3309

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.



MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

Reset Form

Print Form

Item #8.

P
R. 57/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2024	County: Clay		
Principal Authority: City of Green Cove Springs	Taxing Authority: City of Green Cove Springs - Operating		
1. Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(1)
IF YES, STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2. Current year rolled-back rate from Current Year Form DR-420, Line 16	4.4490	per \$1,000	(2)
3. Prior year maximum millage rate with a majority vote from 2023 Form DR-420MM, Line 13	4.2447	per \$1,000	(3)
4. Prior year operating millage rate from Current Year Form DR-420, Line 10	4.7000	per \$1,000	(4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5. Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$		(5)
6. Prior year maximum ad valorem proceeds with majority vote <i>(Line 3 multiplied by Line 5 divided by 1,000)</i>	\$		(6)
7. Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$		(7)
8. Adjusted prior year ad valorem proceeds with majority vote <i>(Line 6 minus Line 7)</i>	\$		(8)
9. Adjusted current year taxable value from Current Year form DR-420 Line 15	\$		(9)
10. Adjusted current year rolled-back rate <i>(Line 8 divided by Line 9, multiplied by 1,000)</i>		per \$1,000	(10)
Calculate maximum millage levy			
11. Rolled-back rate to be used for maximum millage levy calculation <i>(Enter Line 10 if adjusted or else enter Line 2)</i>	4.4490	per \$1,000	(11)
12. Adjustment for change in per capita Florida personal income <i>(See Line 12 Instructions)</i>		1.0569	(12)
13. Majority vote maximum millage rate allowed <i>(Line 11 multiplied by Line 12)</i>	4.7021	per \$1,000	(13)
14. Two-thirds vote maximum millage rate allowed <i>(Multiply Line 13 by 1.10)</i>	5.1723	per \$1,000	(14)
15. Current year proposed millage rate	6.0000	per \$1,000	(15)
16. Minimum vote required to levy proposed millage: (Check one)			
<input type="checkbox"/> a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.			
<input type="checkbox"/> b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.			
<input checked="" type="checkbox"/> c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.			
<input type="checkbox"/> d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.			
17. The selection on Line 16 allows a maximum millage rate of <i>(Enter rate indicated by choice on Line 16)</i>		6.0000	per \$1,000 (17)
18. Current year gross taxable value from Current Year Form DR-420, Line 4	\$	742,247,307	(18)

Taxing Authority :		DR-420MM-P	
		Item #8.	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 4,453,484	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 4,453,484	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE. SIGN AND SUBMIT.	
			
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 4,453,484	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 4,453,484	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	(25)
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Electronically Certified by Principal Taxing Authority		7/29/2024 8:00:01 AM
	Title :	Contact Name and Contact Title :	
	L. Steve Kennedy - City Manager	Xiuchun Wang - Finance Director	
	Mailing Address :	Physical Address :	
321 Walnut Street,	321 Walnut Street, Green Cove Springs Florida 32043		
City, State, Zip :	Phone Number :	Fax Number :	
Green Cove Springs Florida 32043	(904) 297-7033, ext. 3309		

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2024 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2024 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2024 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

All TRIM forms for taxing authorities are available on our website at

<http://floridarevenue.com/property/Pages/Forms.aspx>



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** September 3, 2024
FROM: Sue Wang, Finance Director
SUBJECT: First Public Hearing on the Fiscal Year 2024/2025 Annual Operating Budget and approval of Resolution No. R-20-2024 adopting the Tentative Annual Operating Budget for Fiscal Year 2024/2025 and set September 17, 2024, at 7:00 p.m. as the final hearing date.

BACKGROUND

The second issue to be discussed at the City of Green Cove Springs public hearing on the millage rate and the budget is the tentative Annual Operating Budget. At all public hearings, the Council shall hear comments regarding the budget and citizens shall be allowed to speak and ask questions prior to the adoption of any measures by the Council. The total proposed operating budget released at the August 8, 2024 budget workshop, for the City of Green Cove Springs for Fiscal Year 2025 is \$64,408,066 which is \$6,517,636 more than Fiscal Year 2024.

The attached Budget By Fund Type to Resolution No. R-20-2024 reflects the original budget as presented on August 8, 2024.

At the August 13, 2024 meeting, the Council approved a 3% increase of Electric Rate to fund salary increases recommended by the wage study. This along with items discussed at the budget workshop resulted in adjustments totaling \$635,948 as of August 30, 2024, that increased the total budget to \$65,044,014.

Should the Council enact the recommendations, then the total operating budget would become \$65,044,014 as shown in Exhibit B and the Resolution has been prepared accordingly to meet Council actions.

FISCAL IMPACT

N/A

RECOMMENDATION

Approve Resolution No. R-20-2024 and tentatively adopt the Annual Operating Budget for FY 2024/2025 and set September 17, 2024, at 7:00 p.m. as the final public hearing on the budget.

RESOLUTION NO. R-20-2024

A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS OF CLAY COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2024/2025; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Green Cove Springs of Clay County, Florida, on September 3, 2024, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Green Cove Springs of Clay County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2024/2025 in the amount of \$65,044,014.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA THAT:

1. The Fiscal Year 2024/2025 Tentative Budget attached hereto as Exhibit 'B' be adopted.
2. This Resolution will take effect immediately upon its adoption.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 3rd DAY OF SEPTEMBER 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney

BUDGET BY FUND TYPE

	Adopted FY 20/21	Adopted FY 21/22	Adopted FY 22/23	Adopted FY 23/24	Proposed FY 24/25
General Fund	\$ 8,320,183	\$ 14,022,960	\$ 15,889,645	\$ 15,899,291	\$ 14,786,849
Special Law Enforcement Trust	20,000	20,000	20,000	16,100	16,100
Building Fund	330,748	364,638	406,825	406,198	433,556
CRA Fund					47,492
Debt Service Fund - Police EOC	160,254	159,867	160,438	160,000	159,474
Debt Service Fund - Spring Park	81,381	80,930	81,445	81,000	81,396
Electric	21,555,601	17,368,100	21,131,511	21,721,913	23,452,149
Water	2,734,292	3,726,100	3,257,133	4,559,613	3,611,900
Wastewater	9,102,930	17,169,600	10,129,360	8,433,760	10,581,800
Solid Waste	1,190,120	832,420	1,273,437	1,552,294	1,397,240
Customer Service	470,658	454,252	648,203	618,037	902,295
Stormwater	974,150	1,628,818	1,175,697	3,456,224	5,532,001
Reclaimed Water	-	-	986,000	986,000	1,621,548
Self Insurance Fund					1,784,266
Disaster Fund	-	-	-	-	-
Total	\$ 44,940,317	\$ 55,827,685	\$ 55,159,694	\$ 57,890,430	\$ 64,408,066

CITY OF GREEN COVE SPRINGS

ANNUAL BUDGET
FISCAL YEAR
2024 - 2025
APPROVED BUDGET



**City of
Green Cove Springs
FLORIDA**



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INTRODUCTION TO CITY BUDGETING

Defining a City Budget

A City Budget is a plan for using City government's financial resources. The budget estimates proposed spending for a given period and estimates the proposed means of paying for them. Two components of a budget are the revenue or sources and the expenditure or uses.

Defining Revenue

Revenues are the financial resources. The City of Green Cove Springs has a large variety of revenue sources including property taxes, licenses, permits, charges for services, fines, and grants.

Defining Expenditure

Expenditure is a use of financial resources. There are three types of expenditures: operating, capital and debt. Operating expenditures include the day-to-day expenses such as salaries, supplies, utilities, and equipment purchases. Capital expenditures include construction of roads, parks, buildings, and the purchase of land. Debt is the expense related to principal and interest on long-term bonds and notes issued by the City.

Defining Fund Balance

Fund balances are funds carried over from the previous fiscal year. The City has a variety of uses for fund balance including reserve for future capital projects, for emergencies and catastrophes, for certain bond issues, and for other contingencies and expenditures.

Defining Fund Accounting

Government budgeting divides the budget into categories called funds. Fund accounting and budgeting allows a government to budget and account for revenues restricted by law or policy. Some restrictions are imposed by national accounting standards, the federal and state governments and by the City Council. As a result, the City develops a budget with categories to reflect imposed restrictions. This is done by using a variety of funds. Funds allow the City to segregate the restricted revenues and related expenditures.

The City budget has various funds that account for restricted revenues and expenditures. Each fund must balance – revenues (sources) must equal expenditures (uses) – and each fund must be separately monitored. The City budget, adopted each year by the Council, is the total of all funds.

THE BUDGET PROCESS

The process of compiling the City of Green Cove Springs annual budget is practically a year-round activity. The basis for the process is statutory deadlines established by the State of Florida. The Finance Department establishes the remainder of the process to ensure necessary information is collected, priorities are determined, and recommendations can be made by the City Manager to the Council. The City Manager is the official Budget Officer for the City of Green Cove Springs. The Council establishes tax rates and adopts the annual budget.

The budget process began with a review and consideration of comments from the prior year budget process. This led to the budget “kick-off” meeting in April 2024 with Department Directors. Directions for the budget process were provided and written budget instructions were distributed. Departments were instructed to prepare budgets using a “continuation” funding level. “Continuation” level funding is the level of funding needed to provide the same level of service in the next fiscal year as was provided in the current fiscal year.

The City Manager formally presents the Proposed Budgets in August 2024. The Council and public review, changes, and formal adoption lasts through late September.

This includes workshops with the Council to discuss the operating budget and the capital improvement budget.

The proposed millage rates for FY 2024/2025 was set on July 23, 2024. The proposed millage rates are used by the Property Appraiser to prepare Truth-in-Millage or “TRIM” notices which will be distributed in mid-August. TRIM notices advise County taxpayers of how tax rates proposed by all local taxing authorities combines with current information on assessed value of real property and how it will affect the taxes on each taxed parcel of land. The TRIM notice also serves as the official notification of the time and place of the first public hearing for adoption of tentative millage rates and budget by each taxing authority.

State law requires two public budget hearings. The first public budget hearing will be held on September 3, 2024. After hearing public testimony, the Council will adopt tentative millage rates and a proposed FY 2024/2025 budget. The second public hearing will be held on September 17, 2024. The hearing will be advertised by a published notice and a published breakdown of the millage rates and budget. Like the first public hearing, the Council will hear public testimony prior to adopting the final millage rates and the final budget.

SUMMARY INFORMATION

The proposed budget for FY 2024/2025 increased \$7,153,584 from the FY 2023/2024 approved budget.

The Operating Budget

Expenditures

The major component of the budget is the operating budget, which is the portion that pays for the day-to-day services. The operating budget is composed of five types of expenditures: personal services, operating expenses, capital outlay, debt service and grants and aids.

Personal Services reflects salaries of elected officials, salaried and hourly employees, and temporary employees. It includes overtime pay, mandatory contributions to the Florida Retirement System, social security and Medicare Taxes and employee health insurance, and life insurance premiums.

Operating Expense reflects costs of supplies, utilities, fuel, rent, professional service contracts, etc. Increases in this area reflect mostly adjustments for materials, supplies, fuel, and other operating costs.

Capital Outlay reflects costs of equipment, fleet, data processing and other equipment. The changes in this category represent mainly equipment and vehicles necessary to replace an aging fleet and equipment in various City Departments.

Debt Service reflects legally obligated payments (principal and interest), reserves, and debt administration costs on outstanding borrowings of the City.

Grants and Aids reflect amounts appropriated to regional governments, agencies, or other not-for-profit organizations and businesses to support programs or activities provided by those organizations that provide benefit to the City.

Revenues

Property Taxes – Overall, the City’s taxable value increased by \$52.0 million or 7.54% from FY 2023/2024.

Other Taxes – There are increases in other tax revenue which includes increased receipts from existing taxes, which include the Infrastructure Surtax, Telecommunications Taxes, Gas Taxes, and Sales Taxes.

Charges for Services – The charges and fees associated with the operations of the City’s utility system are \$27.6 million or \$2.5 million more than FY 2023/2024.

Licenses and Permits – The City Council authorizes the collection of Building Permit Fees that are used as an offset for the cost of building inspection operations.

Additional detailed information on the City’s Millage Rate and Major Revenues Sources historical data can be found in Appendix section.

BUDGET BY FUND TYPE

	Adopted FY 20/21	Adopted FY 21/22	Adopted FY 22/23	Adopted FY 23/24	Proposed FY 24/25
General Fund	\$ 8,320,183	\$ 14,022,960	\$ 15,889,645	\$ 15,899,291	\$ 14,921,852
Special Law Enforcement Trust	20,000	20,000	20,000	16,100	16,100
Building Fund	330,748	364,638	406,825	406,198	445,016
CRA Fund					47,492
Debt Service Fund - Police EOC	160,254	159,867	160,438	160,000	159,474
Debt Service Fund - Spring Park	81,381	80,930	81,445	81,000	81,396
Electric	21,555,601	17,368,100	21,131,511	21,721,913	23,852,351
Water	2,734,292	3,726,100	3,257,133	4,559,613	3,611,900
Wastewater	9,102,930	17,169,600	10,129,360	8,433,760	10,581,800
Solid Waste	1,190,120	832,420	1,273,437	1,552,294	1,440,311
Customer Service	470,658	454,252	648,203	618,037	936,687
Stormwater	974,150	1,628,818	1,175,697	3,456,224	5,548,433
Reclaimed Water	-	-	986,000	986,000	1,616,936
Self Insurance Fund					1,784,266
Disaster Fund	-	-	-	-	-
Total	\$ 44,940,317	\$ 55,827,685	\$ 55,159,694	\$ 57,890,430	\$ 65,044,014

BUDGET SUMMARY
CITY OF GREEN COVE SPRINGS, FLORIDA - FISCAL YEAR 2024-2025
THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF GREEN COVE SPRINGS ARE 12.4%
MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

General Fund 5.7000 MILLS

ESTIMATED REVENUES	GENERAL FUND	SPECIAL REVENUE	CRA	DEBT SERVICE	ENTERPRISE UTILITIES	SELF INSURANCE FUND	TOTAL ALL FUNDS
Taxes	Millage per \$1000						
Ad Valorem Taxes	5.7000	4,079,175	47492				4,126,667
Sales & Use Taxes		2,790,980					2,790,980
Licenses & Permits		541,045					541,045
Intergovernmental Revenue		4,306,366			318,750		4,625,116
Charges for Services		1,190,595	349,500		27,631,130	1,744,266	30,915,491
Fines & Forfeitures		838,550					838,550
Investment Income		73,996			151,945		225,941
Miscellaneous Revenues		31,145	4,000		161,302	40,000	236,447
Other Financing Sources					16,789,500		16,789,500
TOTAL SOURCES	\$13,851,852	\$353,500	\$47,492	-	\$45,052,627	\$1,784,266	\$61,089,737
Transfers In	1,070,000	11,460		240,870	2,535,791		3,858,121
Fund Balances/Reserves/Net Assets		96,156					96,156
TOTAL REVENUES, TRANSFERS & BALANCES	\$14,921,852	\$461,116	\$47,492	\$240,870	\$47,588,418	\$1,784,266	\$65,044,014
EXPENDITURES							
General Governmental Services	3,226,008						3,226,008
Public Safety	5,070,621	461,116					5,531,737
Physical Environment	1,286,349				41,379,692		42,666,041
Transportation	2,215,180						2,215,180
Economic Environment			47,492				47,492
Culture & Recreation	2,882,824						2,882,824
Debt Services				240,870	2,324,939		2,565,809
TOTAL EXPENDITURES	\$14,680,982	\$461,116	\$47,492	\$240,870	\$43,704,631	\$0	\$59,135,091
Transfers Out	240,870	-			3,617,251		3,858,121
Internal Service Fund Uses						1,784,266	1,784,266
Fund Balances/Reserves/Net Assets	0	-		-	266,536		266,536
TOTAL APPROPRIATED EXPENDITURES	\$14,921,852	\$461,116	\$47,492	\$240,870	\$47,588,418	\$1,784,266	\$65,044,014
TRANSFERS, RESERVES & BALANCES	\$14,921,852	\$461,116	\$47,492	\$240,870	\$47,588,418	\$1,784,266	\$65,044,014

THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.

**SCHEDULE A- ESTIMATED
 REVENUES & RESERVES**

ACCOUNT NO.	DESCRIPTION		
	GENERAL FUND - 001		
	BALANCE FORWARD	0	
	AD VALOREM TAXES	4,079,175	
	SALES & USE TAX	2,790,980	
	PERMITS & FEES	541,045	
001-3341100	GRANTS/LOANS	0	
	INTERGOVERNMENTAL	4,306,366	
	CHARGES FOR SERVICES	1,190,595	
	FINES & FORFEITURES	838,550	
	INVESTMENT INCOME	73,996	
	MISCELLANEOUS	31,145	
	OTHER FINANCING SOURCES	0	
	TRANSFERS	1,070,000	

	GENERAL FUND	14,921,852	
		=====	
	DISASTER FUND - 101		
	BALANCE FORWARD	0	
	AD VALOREM TAXES	0	
	SALES & USE TAX	0	
	PERMITS & FEES	0	
	INTERGOVERNMENTAL	0	
	CHARGES FOR SERVICES	0	
	FINES & FORFEITURES	0	
	INVESTMENT INCOME	0	
	MISCELLANEOUS	0	
	OTHER FINANCING SOURCES	0	
	TRANSFERS	0	

	DISASTER FUND	0	
		=====	
	BUILDING PERMIT FUND - 102		
	BALANCE FORWARD	80,056	
	AD VALOREM TAXES	0	
	SALES & USE TAX	0	
	PERMITS & FEES	0	
	INTERGOVERNMENTAL	0	
	CHARGES FOR SERVICES	349,500	
	FINES & FORFEITURES	0	
	INVESTMENT INCOME	0	
	MISCELLANEOUS	4,000	
	OTHER FINANCING SOURCES	0	
	TRANSFERS	11,460	

	BUILDING PERMIT FUND	445,016	
		=====	

**SCHEDULE A- ESTIMATED
 REVENUES & RESERVES**

ACCOUNT NO.	DESCRIPTION		
	SPECIAL LAW ENFORC. FUND - 104		
	BALANCE FORWARD	16,100	
	AD VALOREM TAXES	0	
	SALES & USE TAX	0	
	PERMITS & FEES	0	
	INTERGOVERNMENTAL	0	
	CHARGES FOR SERVICES	0	
	FINES & FORFEITURES	0	
	INVESTMENT INCOME	0	
	MISCELLANEOUS	0	
	OTHER FINANCING SOURCES	0	
	TRANSFERS	0	

	SPECIAL LAW ENFORCEMENT FUND	16,100	
		=====	
	CRA - 107		
	BALANCE FORWARD	0	
	AD VALOREM TAXES	47,492	

	CRA FUND	47,492	
		=====	
	GEN. CAPITAL IMPRO. FUND - 300		
	BALANCE FORWARD	0	
	AD VALOREM TAXES	0	
	SALES & USE TAX	0	
	PERMITS & FEES	0	
	INTERGOVERNMENTAL	0	
	CHARGES FOR SERVICES	0	
	FINES & FORFEITURES	0	
	INVESTMENT INCOME	0	
	MISCELLANEOUS	0	
	OTHER FINANCING SOURCES	0	
	TRANSFERS	159,474	

	GENERAL CAPITAL IMPRO. FUND	159,474	
		=====	
	SPRING PARK CAP. IMPRO. - 310		
	BALANCE FORWARD	0	
	AD VALOREM TAXES	0	
	SALES & USE TAX	0	
	PERMITS & FEES	0	
	INTERGOVERNMENTAL	0	
	CHARGES FOR SERVICES	0	
	FINES & FORFEITURES	0	
	INVESTMENT INCOME	0	
	MISCELLANEOUS	0	
	OTHER FINANCING SOURCES	0	

**SCHEDULE A- ESTIMATED
REVENUES & RESERVES**

ACCOUNT NO.	DESCRIPTION		
	TRANSFERS	81,396	

	SPRING PARK CAPITAL IMPRO FUND	81,396	
		=====	

**SCHEDULE A- ESTIMATED
 REVENUES & RESERVES**

ACCOUNT NO.	DESCRIPTION		
	ELECTRIC UTILITY - 401		
	BALANCE FORWARD	0	
	AD VALOREM TAXES	0	
	SALES & USE TAX	0	
	PERMITS & FEES	0	
	INTERGOVERNMENTAL	0	
	CHARGES FOR SERVICES	18,632,100	
	FINES & FORFEITURES	0	
	INVESTMENT INCOME	107,049	
	MISCELLANEOUS	113,202	
	OTHER FINANCING SOURCES	5,000,000	
	TRANSFERS	0	

	ELECTRIC FUND	23,852,351	
		=====	
	WATER UTILITY - 402		
	BALANCE FORWARD	0	
	AD VALOREM TAXES	0	
	SALES & USE TAX	0	
	PERMITS & FEES	0	
	INTERGOVERNMENTAL	0	
	CHARGES FOR SERVICES	2,511,000	
	FINES & FORFEITURES	0	
	INVESTMENT INCOME	21,000	
	MISCELLANEOUS	18,500	
	OTHER FINANCING SOURCES	1,061,400	
	TRANSFERS	0	

	WATER FUND	3,611,900	
		=====	
	WASTEWATER UTILITY - 403		
	BALANCE FORWARD	0	
	AD VALOREM TAXES	0	
	SALES & USE TAX	0	
	PERMITS & FEES	0	
	INTERGOVERNMENTAL	0	
	CHARGES FOR SERVICES	3,900,000	
	FINES & FORFEITURES	0	
	INVESTMENT INCOME	14,200	
	MISCELLANEOUS	22,600	
	OTHER FINANCING SOURCES	6,645,000	
	TRANSFERS	0	

	WASTEWATER FUND	10,581,800	
		=====	

**SCHEDULE A- ESTIMATED
REVENUES & RESERVES**

ACCOUNT NO.	DESCRIPTION		
	SOLID WASTE UTILITY - 404		
	BALANCE FORWARD	0	
	AD VALOREM TAXES	0	
	SALES & USE TAX	0	
	PERMITS & FEES	0	
	INTERGOVERNMENTAL	0	
	CHARGES FOR SERVICES	995,544	
	FINES & FORFEITURES	0	
	INVESTMENT INCOME	9,697	
	MISCELLANEOUS	7,000	
	OTHER FINANCING SOURCES	385,000	
	TRANSFERS	43,071	

	SOLID WASTE FUND	1,440,311	
		=====	
	CUSTOMER SERVICE - 405		
	BALANCE FORWARD	0	
	AD VALOREM TAXES	0	
	SALES & USE TAX	0	
	PERMITS & FEES	0	
	INTERGOVERNMENTAL	0	
	CHARGES FOR SERVICES	0	
	FINES & FORFEITURES	0	
	INVESTMENT INCOME	0	
	MISCELLANEOUS	0	
	OTHER FINANCING SOURCES	0	
	TRANSFERS	936,687	

	CUSTOMER SERVICE	936,687	
		=====	
	STORMWATER - 406		
	BALANCE FORWARD	0	
	AD VALOREM TAXES	0	
	SALES & USE TAX	0	
	PERMITS & FEES	0	
	INTERGOVERNMENTAL	318,750	
	CHARGES FOR SERVICES	1,520,550	
	FINES & FORFEITURES	0	
	INVESTMENT INCOME	0	
	MISCELLANEOUS	0	
	OTHER FINANCING SOURCES	3,698,100	
	TRANSFERS	11,033	

	STORMWATER	5,548,433	
		=====	

**SCHEDULE A- ESTIMATED
 REVENUES & RESERVES**

ACCOUNT NO.	DESCRIPTION		
-------------	-------------	--	--

RECLAIMED WATER - 407			
	BALANCE FORWARD	0	
	AD VALOREM TAXES	0	
	SALES & USE TAX	0	
	PERMITS & FEES	0	
	INTERGOVERNMENTAL	0	
	CHARGES FOR SERVICES	71,936	
	FINES & FORFEITURES	0	
	INVESTMENT INCOME	0	
	MISCELLANEOUS	0	
	OTHER FINANCING SOURCES	0	
	TRANSFERS	1,545,000	

	RECLAIMED WATER	1,616,936	
		=====	
SELF INSURANCE - 408			
	BALANCE FORWARD	0	
	CHARGES FOR SERVICES	1,744,266	
	INVESTMENT INCOME	0	
	MISCELLANEOUS INCOME	40,000	

	SELF INSURANCE	1,784,266	
		=====	
	TOTAL - BEG. BAL. & REVENUE	65,044,015	

**SCHEDULE B - APPROPRIATED
 EXPENDITURES & RESERVES**

ACCOUNT NO.	DESCRIPTION		
	GENERAL FUND - 001		
	CITY COUNCIL	70,844	
	CITY CLERK	223,500	
	CITY MANAGER	460,779	
	HUMAN RESOURCES	521,963	
	FINANCE	563,106	
	INFORMATION TECHNOLOGY	460,614	
	GENERAL SERVICES	744,170	
	CITY ATTORNEY	181,031	

	TOTAL - GG	3,226,008	=====
	CODE ENFORCEMENT	129,274	
	POLICE	4,941,347	

	TOTAL - PS	5,070,621	=====
	PUBLIC WORKS	1,368,337	
	EQUIPMENT MAINTENANCE	267,373	
	RIGHT-OF-WAY MAINTENANCE	579,470	

	TOTAL TRANSPORTATION	2,215,180	=====
	DEVELOPMENT SERVICE	1,286,349	

	TOTAL - EE	1,286,349	=====
	AUGUSTA SAVAGE ARTS & COMM	1,797,487	
	PARKS	1,001,337	
	PARKS & REC. PROGRAMMING	84,000	

	TOTAL - CR	2,882,824	=====
	INTERFUND TRANSFERS	240,871	

	GENERAL FUND - EXPENDITURES	14,921,852	
001-2420000	FUND BAL - ENDING UNASSIGNED	0	
001-2428000	FUND BAL - SURTAX	0	

	RESERVES & CONTINGENCY - GF	0	

	TOTAL GENERAL FUND	14,921,852	

**SCHEDULE B - APPROPRIATED
 EXPENDITURES & RESERVES**

ACCOUNT NO.	DESCRIPTION		
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DISASTER FUND - 101
EXPENDITURE                                0
RESERVE & CONTINGENCY                      0
-----
TOTAL - DISASTER FUND - PS                  0
=====
  
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BUILDING PERMIT FUND - 102
EXPENDITURES                               445,016
RESERVES & CONTINGENCIES                   0
-----
TOTAL - BUILDING PERMITS - EE              445,016
=====
  
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SPECIAL LAW ENFORC. FUND - 104
EXPENDITURES                               16,100
RESERVES & CONTINGENCIES                   0
-----
TOTAL - LAW ENFORC - PS                   16,100
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CRA - 107
EXPENDITURES                               47,492
-----
TOTAL - CRA                               47,492
=====
  
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GEN. CAPITAL IMPRO FUND - 300
EXPENDITURES                               159,474
RESERVES & CONTINGENCIES                   0
-----
TOTAL - GEN CAP IMPRO - DEBT              159,474
=====
  
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SPRING PARK CAP FUND - 310
EXPENDITURES                               81,396
RESERVES & CONTINGENCIES                   0
-----
TOTAL - SPRING PARK CAP - DEBT            81,396
  
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**SCHEDULE B - APPROPRIATED
 EXPENDITURES & RESERVES**

ACCOUNT NO.	DESCRIPTION		
	ELECTRIC UTILITIES - 401		
	EXPENDITURES	13,608,456	
	DEBT SERVICE	853,953	
	CAPITAL OUTLAY	8,152,000	
	TRANSFER OUT	1,237,942	
	TOTAL EXPENDITURES	23,852,351	
401-2420000	FUND BAL - UNRESTRICTED	0	
	TOTAL ELECTRIC - PE	23,852,351	
	WATER - 402		
	EXPENDITURES	1,847,379	
	DEBT SERVICE	195,684	
	CAPITAL OUTLAY	1,221,400	
	TRANSFER OUT	318,505	
	TOTAL EXPENDITURES	3,582,968	
402-2420000	FUND BAL - ENDING WATER	28,932	
	TOTAL WATER - PE	3,611,900	
	WASTEWATER - 403		
	EXPENDITURES	2,062,518	
	DEBT SERVICE	503,776	
	CAPITAL OUTLAY	5,955,000	
	TRANSFER OUT	1,970,574	
	TOTAL EXPENDITURES	10,491,868	
403-2420000	FUND BAL - ENDING WASTEWATER	89,932	
	TOTAL WASTEWATER - PE	10,581,800	
	SOLID WASTE - 404		
	EXPENDITURES	907,906	
	DEBT SERVICE	57,176	
	CAPITAL OUTLAY	385,000	
	TRANSFER OUT	90,229	

**SCHEDULE B - APPROPRIATED
 EXPENDITURES & RESERVES**

ACCOUNT NO.	DESCRIPTION		
	TOTAL EXPENDITURES	1,440,311	-----
404-2420000	FUND BAL - ENDING SOLID WASTE	0	-----
	TOTAL SOLID WASTE - PE	1,440,311	=====
	CUSTOMER SERVICE - 405		
	EXPENDITURES	794,415	
	DEBT SERVICE	0	
	CAPITAL OUTLAY	0	
	TRANSFER OUT	0	
	TOTAL EXPENDITURES	794,415	-----
405-2420000	FUND BAL - ENDING CUSTOMER SER	142,272	-----
	TOTAL CUSTOMER SERVICE - PE	936,687	=====
	STORMWATER - 406		
	EXPENDITURES	262,182	
	DEBT SERVICE	714,350	
	CAPITAL OUTLAY	4,566,500	
	TRANSFER OUT	0	
	TOTAL EXPENDITURES	5,543,032	-----
406-2420000	FUND BAL - ENDING STORMWATER	5,400	-----
	TOTAL STORMWATER - PE	5,548,432	=====
	RECLAIMED WATER - 407		
	EXPENDITURES	71,936	
	DEBT SERVICE	0	
	CAPITAL OUTLAY	1,545,000	
	TRANSFER OUT	0	
	TOTAL EXPENDITURES	1,616,936	-----
	TOTAL RECLAIMED WATER - PE	1,616,936	=====
	SELF INSURANCE - 408		
	EXPENDITURES	1,784,266	-----

**SCHEDULE B - APPROPRIATED
EXPENDITURES & RESERVES**

ACCOUNT NO.	DESCRIPTION		
	TOTAL EXPENDITURES	1,784,266	-----
408-2720000	FUND BALANCE	0	-----
	TOTAL SELF INSURANCE	1,784,266	=====
	TOTAL EXPENDITURES & RESERVES	65,044,013	=====

Schedule C
CAPITAL OUTLAY

Item #9.

ACCOUNT_NO.	DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL FY2024	PROJECTED FY2024	2025_BUDGET APPROVED
001-1111-5006400	GENERAL FUND - 001 EQUIPMENT	0	0	1,500	0	0	0
	CITY COUNCIL	0	0	1,500	0	0	0
001-1211-5006400	EQUIPMENT	1,510	0	0	0	0	0
	CITY CLERK	1,510	0	0	0	0	0
	CITY MANAGER	0	0	0	0	0	0
	HUMAN RESOURCES	0	0	0	0	0	0
001-1313-5006400	EQUIPMENT	0	4,918	0	0	0	0
	FINANCE	0	4,918	0	0	0	0
001-1314-5006400	EQUIPMENT	42,739	8,279	45,000	87,412	90,000	45,000
	INFORMATION TECHNOLOGY	42,739	8,279	45,000	87,412	90,000	45,000
001-1319-5006220	BUILDING IMPROVEMENTS	0	0	150,000	0	0	184,490
001-1319-5006400	INFORMATION TECHNOLOGY	216,204	117,933	0	0	0	0
001-1319-5006500	CAPITAL OUTLAY-GENERAL FUND	0	4,275	0	0	0	0
	GENERAL SERVICES	216,204	122,208	150,000	0	0	184,490
	CITY ATTORNEY	0	0	0	0	0	0
	TOTAL - GENERAL GOVERNMENT	260,453	135,405	196,500	87,412	90,000	229,490
	CODE ENFORCEMENT	0	0	0	0	0	0
001-2021-5006200	BUILDINGS	4,200	0	0	0	0	0
001-2021-5006220	BUILDING IMPROVEMENTS	46,801	19,890	0	0	0	77,480
001-2021-5006400	EQUIPMENT	24,482	278,663	131,507	59,253	59,253	182,307
001-2021-5006431	VEHICLES	91,562	104,703	150,000	267,548	270,000	207,609
001-2021-5006443	EQUIPMENT	0	142,399	0	0	0	7,736
	POLICE	167,045	545,655	281,507	326,801	329,253	475,132
	TOTAL - PUBLIC SAFETY	167,045	545,655	281,507	326,801	329,253	475,132

Schedule C
CAPITAL OUTLAY

001-3052-5006200	BUILDINGS	201,474	18,644	0	46,850	46,850	0
001-3052-5006300	IMPROVEMENTS OTHER THAN BLDGS	145,995	976,694	0	1,057	1,057	0
001-3052-5006304	PAVEMENT MARKINGS	2,933	1,929	15,000	5,537	15,934	5,000
001-3052-5006370	STREET PAVING	65,058	62,859	2,000,000	10,397	3,216,000	0
001-3052-5006380	DIRT TO PAVE (5 CENT GAS TAX)	0	44,000	800,000	0	0	400,000
001-3052-5006400	EQUIPMENT	0	5,938	130,000	112,360	112,360	0
001-3052-5006431	VEHICLES	0	0	90,000	66,289	66,289	0
001-3052-5006493	SIGN PROGRAM	19,951	14,934	30,000	15,298	23,000	30,000
001-3052-5006495	SIDEWALK PROGRAM	66,453	102,915	45,000	533,302	742,552	45,000
	PUBLIC WORKS	501,864	1,227,912	3,110,000	791,089	4,224,042	480,000
001-3090-5006400	EQUIPMENT	0	0	31,000	10,380	10,380	11,500
	EQUIPMENT MAINTENANCE	0	0	31,000	10,380	10,380	11,500
001-3053-5006400	EQUIPMENT	0	13,785	97,000	107,986	107,986	74,500
	RIGHT-OF-WAY MAINTENANCE	0	13,785	97,000	107,986	107,986	74,500
	TOTAL TRANSPORTATION	501,864	1,241,697	3,238,000	909,456	4,342,408	566,000
001-1515-5006400	EQUIPMENT	0	0	1,500	0	3,264	0
001-1515-5006431	VEHICLES	0	0	30,000	27,784	27,784	0
001-1515-5006500	CAPITAL OUTLAY	0	0	229,000	0	0	1,000,000
	DEVELOPMENT SERVICE	0	0	260,500	27,784	31,048	1,000,000
	TOTAL - PHYSICAL ENVIRONMENT	0	0	260,500	27,784	31,048	1,000,000
001-1214-5006326	IMPROVEMENTS	170,705	7,730	1,567,600	34,198	70,000	1,647,600
	AUGUSTA SAVAGE ARTS & COMM	170,705	7,730	1,567,600	34,198	70,000	1,647,600
001-3072-5006300	IMPROVT OTHER THAN BLDGS	201,684	144,827	490,000	312,036	507,377	470,000
001-3072-5006400	EQUIPMENT	49,233	6,237	23,500	13,883	13,883	24,000
001-3072-5006430	PALMETTO TRAIL	84,953	1,452,077	0	35,132	35,132	0
	PARKS	335,870	1,603,141	513,500	361,051	556,392	494,000
	PARKS & REC. PROGRAMMING	0	0	0	0	0	0
	TOTAL - CULTURAL & RECREATION	506,575	1,610,871	2,081,100	395,249	626,392	2,141,600

Schedule C
CAPITAL OUTLAY

Item #9.

	TOTAL GENERAL FUND	1,435,937	3,533,628	6,057,607	1,746,702	5,419,101	4,412,222
101-1006-5006403	DISASTER FUND - 101 ARPA - WALNUT ST IMPROVEMENTS	0	0	0	1,956,196	0	0
	TOTAL - DISASTER FUND - PUBLIC SAFETY	0	0	0	1,956,196	0	0
102-1516-5006400	BUILDING PERMIT FUND - 102 EQUIPMENT	0	1,963	0	0	0	6,000
	TOTAL - BUILDING PERMITS - PUBLIC SAFETY	0	1,963	0	0	0	6,000
	SPECIAL LAW ENFORC. FUND - 104						
	TOTAL - LAW ENFORC - PUBLIC SAFETY	0	0	0	0	0	0
107-1515-5006500	CRA - 107 CAPITAL OUTLAY	0	0	0	0	0	47,492
	TOTAL - CRA - ECONOMIC ENVIRONMENT	0	0	0	0	0	47,492
	GEN. CAPITAL IMPRO FUND - 300						
	TOTAL - GEN CAP IMPRO - DEBT	0	0	0	0	0	0
	SPRING PARK CAP FUND - 310						
	TOTAL - SPRING PARK CAP - DEBT	0	0	0	0	0	0

Schedule C
CAPITAL OUTLAY

ELECTRIC UTILITIES - 401							
401-3031-5006201	BUILDING IMPROVEMENTS	0	0	3,000,000	0	0	5,000,000
401-3031-5006300	IMPROVEMENTS OTHER THAN BLDGS	0	50,101				
401-3031-5006301	EXTEND NEW LINES	0	0	200,000	6,118	50,000	100,000
401-3031-5006400	EQUIPMENT	0	0	350,000	14,909	5,000	90,000
401-3031-5006404	EQUIPMENT-VEHICLES	0	0	316,000	96,453	96,453	335,000
401-3031-5006500	CAPITAL OUTLAY-ELECTRIC	6,693	0				
401-3031-5006501	CONVERT UG RADIAL FEEDS TO LOO	0	0	75,000	11,797	30,000	40,000
401-3031-5006502	CONVERT NORTHEM TO 23CB			0	0	0	75,000
401-3031-5006510	MAGNOLIA POINT 3RD FEED	0	0	0	0	0	50,000
401-3031-5006511	LED CONVERSION OF STREET LIGHT	0	0	75,000	0	20,000	0
401-3031-5006512	BLACK CREEK VILLAGE	0	46,140				
401-3031-5006514	HIGHLAND APARTMENTS	18,888	0				
401-3031-5006515	CHAPMAN 2 EXTENSION -2 CIRCUIT	0	0	350,000	0	250,000	0
401-3031-5006516	Reliability Project	0	513,759	0	0	0	50,000
401-3031-5006517	1729 Verdad Project	0	41,359				
401-3031-5006518	Concert North End of Town - Reliabi	0	42,860				
401-3031-5006519	DESIGNATED SYSTEM NEUTRAL	0	0	150,000	0	100,000	10,000
401-3031-5006520	COUNTY ROAD 209 HARDENING	24,314	0				
401-3031-5006521	Rookery Subdivision Project	0	62,712	0	0	0	1,500,000
401-3031-5006522	ROOKERY TRANSFORMERS			0	0	0	702,000
401-3031-5006550	REYNOLDS INDUSTRIAL PARK	0	0	50,000	0	10,000	0
401-3031-5006990	ELECTRIC SYS MATERIALS	0	0	250,000	9,112	200,000	200,000
TOTAL ELECTRIC - PHYSICAL ENVIRONMENT		49,895	756,931	4,816,000	138,389	761,453	8,152,000
WATER - 402							
402-3033-5006200	BUILDING IMPROVEMENT	0	2,189	50,000	42,336	10,000	25,000
402-3033-5006350	NEW METER READING INFRASTRUCTURE &	0	41,223				
402-3033-5006391	WATER LINE REPLACEMENT	19,789	0	20,000	0	20,000	20,000
402-3033-5006393	NEW/REPLACE VALVES	0	0	10,000	24,430	25,000	10,000
402-3033-5006395	NEW METERS INSTALLED	15,455	0	20,000	26,821	20,000	20,000
402-3033-5006396	LINE EXTENSIONS	6,127	8,325	10,000	23,240	25,000	30,000
402-3033-5006400	EQUIPMENT	6,483	81,300	50,000	40,222	55,000	55,000
402-3033-5006401	C.R. 315 UTILITY RELOCATIONS	0	0	450,000	0	0	450,000
402-3033-5006402	REYNOLDS/SOUTH SERVICE IMPROVE	0	0	250,000	0	0	0
402-3033-5006403	TREATMENT PLANT	10,099	61,132	0	15,000	12,000	0
402-3033-5006405	REYNOLDS WATER SYSTEM IMPROVEM	0	0	600,000	0	0	0
402-3033-5006406	C.R. 209 S. WATER & SEWER FORC	14,767	0	485,000	0	0	485,000
402-3033-5006407	REYNOLDS HIGH SRV PUMP IMPR AN	0	0	281,500	0	200,000	126,400
402-3033-5006500	CAPITAL OUTLAY-WATER	0	21,800				
TOTAL WATER - PHYSICAL ENVIRONMENT		72,720	215,969	2,226,500	172,049	367,000	1,221,400
WASTEWATER - 403							
403-3035-5006200	BUILDINGS	0	0	0	34,500	35,000	0
403-3035-5006300	IMPROVE OTHER THAN BLDGS	17,189	0	25,000	19,437	25,000	25,000
403-3035-5006301	LINE EXTENSIONS	9,700	34,239	20,000	22,981	25,000	20,000
403-3035-5006302	LIFT STATION IMPROVEMENTS	0	84,965	800,000	5,831	300,000	400,000
403-3035-5006304	MANHOLE REHABILITATION	13,832	27,625	30,000	5,500	10,000	35,000

Schedule C
CAPITAL OUTLAY

403-3035-5006305	HMGP GRANTS - LIFT STATION GEN	184,312	40,823	0	2,800	2,800	0
403-3035-5006317	REHAB SEWER LINES	37,135	93,480	190,000	0	0	250,000
403-3035-5006350	NEW METER READING INFRASTRUCTURE	0	0	0	13,008	15,000	0
403-3035-5006396	LINE EXTENSIONS	0	0	0	1,440	2,000	0
403-3035-5006400	EQUIPMENT-PLANT/LIFT STATION R	33,526	39,432	50,000	20,425	40,000	75,000
403-3035-5006401	EQUIPMENT/VEHICLES	0	84,205	1,000,000	2,401	2,500	1,550,000
403-3035-5006403	C.R. 315 UTILITY RELOCATIONS	0	0	343,750	0	0	600,000
403-3035-5006404	REYNOLDS/SOUTH SERVICE IMPROVE	0	0	100,000	0	0	0
403-3035-5006405	CR 209 S FORCE MAIN EXTENSION	0	0	400,000	0	0	500,000
403-3035-5006406	C.R. 209 S. WATER & SEWER FORC	0	0	485,000	0	0	0
403-3035-5006500	CAPITAL OUTLAY-WW	9,290,452	1,992,143	1,000,000	1,367,641	2,000,000	2,500,000
	TOTAL WASTEWATER - PHYSICAL ENVIRONMENT	9,586,146	2,396,911	4,443,750	1,495,963	2,457,300	5,955,000
	SOLID WASTE - 404						
404-3034-5006431	VEHICLES	0	0	573,000	203,439	203,439	385,000
	TOTAL SOLID WASTE - PE	0	0	573,000	203,439	203,439	385,000
	CUSTOMER SERVICE - 405						
405-3038-5006400	EQUIPMENT	4,459	3,584	0	6,470	6,470	0
	TOTAL CUSTOMER SERVICE - PHYSICAL ENVIRONMENT	4,459	3,584	0	6,470	6,470	0
	STORMWATER - 406						
406-3036-5006307	STORMWATER IMPROVEMENTS	89,869	245,424	1,834,436	1,327,853	110,957	4,266,500
406-3036-5006431	VEHICLE	0	0	550,000	562,487	562,487	300,000
406-3036-5006400	EQUIPMENT	74,715					
	TOTAL STORMWATER - PHYSICAL ENVIRONMENT	164,583	245,424	2,384,436	1,890,341	673,444	4,566,500
	RECLAIMED WATER - 407						
407-3039-5006994	RECLAIMED WATER SYSTEM	0	0	986,000	0	300,000	1,545,000
	TOTAL RECLAIMED WATER - PHYSICAL ENVIRONMENT	0	0	986,000	0	300,000	1,545,000
	TOTAL CAPITAL OUTLAY	11,313,741	7,154,410	21,487,293	7,609,549	10,188,207	26,290,614

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20030)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
001 - GENERAL FUND							
BEG. BALANCES & REVENUES							
001-2400100	FUND BAL - BEG. ARPA FUNDS	0	0	1,320,107	0	0	0
001-240700	FUND BAL - BEG GAS TAX 5 CENT	0	0	570,000	0	609,278	0
001-2408000	FUND BAL - BEG - SURTAX	0	0	18,363	0	1,971,575	0
001-2409000	FUND BALANCE - UNRESTRICTED	0	0	0	0	1,574,839-	0

	USE OF FUND BALANCE	0	0	1,908,470	0	1,006,014	0
=====							
TAXES							
AD VALOREM TAXES							
001-3111000	AD VALOREM TAXES-CURRENT	2,042,197	2,738,310	3,159,361	3,133,059	3,133,059	4,079,175

	TOTAL AD VALOREM TAXES	2,042,197	2,738,310	3,159,361	3,133,059	3,133,059	4,079,175

OTHER TAXES							
001-3211000	BUSINESS TAX	35,532	35,060	40,000	19,485	19,055	40,000
001-3122100	6% GAS TAX CNTY OPT (R-G)	246,248	252,079	248,176	178,220	237,086	236,922
001-3122110	GAS TAX LOCAL OPT 5 CENTS (R-G)	117,262	124,177	124,367	89,964	120,866	123,115
001-3126000	FL 7TH CENT SURTAX (R-S)	1,247,165	1,518,086	1,567,405	1,251,107	1,689,556	1,594,363
001-3132200	COMMUNICATIONS SVCS TAX	441,579	534,220	518,032	445,232	603,660	603,428
001-3141000	UTILITY TAX-WATER	137,441	144,516	145,000	123,232	138,654	138,654
001-3149000	UTILITY TAX-OTHER	54,641	52,453	60,000	43,467	54,498	54,498

	TOTAL OTHER TAXES	2,279,868	2,660,591	2,702,980	2,150,708	2,863,375	2,790,980

	TOTAL AD VALOREM & OTHER TAXES	4,322,065	5,398,901	5,862,341	5,283,767	5,996,434	6,870,155
=====							
PERMITS AND FEES							
001-3130000	FRANCHISE FEES	9,248	21,700	8,000	201,336	207,000	48,983
001-3243100	IMPACT FEE - MOBILITY FEE	0	0	0	22,975	22,975	332,062
001-3243200	IMPACT FEE-PARK FEE	0	0	0	0	0	160,000

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20030)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	TOTAL PERMITS AND FEES	9,248	21,700	8,000	224,311	229,975	541,045

	INTERGOVERNMENTAL						
001-3124001	INTERLOCAL-SCHOOL BOARD	343,423	261,066	371,088	390,123	425,923	218,937
001-3351200	STATE REVENUE SHARING	365,272	460,735	442,754	422,491	459,342	464,598
001-3513000	POLICE EDUCATION	10,827	2,384	10,000	7,265	8,000	10,094
001-3351400	MOBILE HOME LICENSING	1,849	1,856	2,500	1,611	2,000	1,591
001-3351500	BEVERAGE LICENSE	5,595	7,692	5,000	3,927	3,927	3,878
001-3351800	SALES TAX 1/2 CENT	560,739	689,097	706,589	552,489	749,766	686,466
001-3351900	ARPA REVENUE	1,232,706	816,279	0	0	2,246,837	0
001-3354100	MUNICIPAL FUEL REBATE	8,740	0	10,000	5,678	10,000	10,000
001-3423111	DOT-SIGNAL MAINTENANCE	36,184	37,172	37,172	39,840	39,840	39,840
001-3423112	SAFETY GRANT-FLA LEAGUE	0	0	6,000	0	0	6,000
001-3439000	DOT MEDIAN MAINTENANCE	31,425	41,900	41,900	41,900	41,900	41,900
001-3439100	DOT STREET LIGHTING	36,165	0	39,319	81,948	81,948	39,319
001-3439110	TREE MITIGATION	0	0	0	3,407	3,407	3,407
001-3472910	FEMA REVENUE	0	119,411	0	59,244	59,244	0
001-3515001	USDOJ - COPS GRANT	0	0	49,000	0	0	0
001-3515113	2020 JAG-DIRECT PROGRAM GRANT	1,583	0	0	44,246	44,246	44,246
001-3515114	2021-FBSFA-F2-037 FDLE GRANT	1,573	0	0	0	0	0
001-3515115	FDLE 2020 CESF PROGRAM GRANT	1,071	0	0	0	0	0
001-3515125	JADG-POL/GUN/TAS.VEST	0	0	1,505	0	0	0
001-3515127	DEA OT-SHERF TASK FC-GUZM	0	0	0	13,243	20,000	0
001-3515136	DOJ-OT-CARPENTER	17,589	0	8,000	0	0	0
001-3515140	GRANT - LLI - DOCK EXTENSION	0	0	0	0	300,000	0
001-3515142	GRANT - FDOT - PALMETTO - G2390	0	1,029,722	0	496,010	496,010	0
001-3832236	GRANTS	0	0	2,284,232	0	0	2,736,090
001-3832238	LEGISLATIVE DELEGATION	0	0	100,000	0	0	0
001-3832239	PRIVATE DEVELOPER	0	0	18,000	0	0	0
001-3125210	POLICE STATE CONTRIBUTION	145,216	156,185	0	179,306	179,306	0
001-3341100	GRANTS/LOANS	0	0	0	15,000	15,000	0

	TOTAL INTERGOVERNMENTAL	2,799,956	3,623,499	4,133,059	2,357,728	5,186,696	4,306,366

	CHARGES FOR SERVICES						
001-3410000	GEN GOVT-QUALIFYING FEES	2,061	720	0	0	0	0
001-3412000	PLANNING & ZONING FEES	40,676	41,684	40,000	66,401	90,568	72,000

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20030)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
001-3414000	CERTIFICATION & COPYING	475	1,434	1,000	1,619	1,700	2,000
001-3472500	SPECIAL EVENTS-AUGUSTA SAVAGE	360	166-	0	0	0	0
001-3472800	DONATIONS SPECIAL EVENTS	32,321	30,954	25,000	43,722	50,000	50,000
001-3472900	REC SPECIAL EVENTS	46,638	26,140	45,000	30,565	30,565	25,000
001-3699201	RELAY FOR LIFE	30	0	0	0	0	0
001-3699205	RIVERFEST SPECIAL EVENTS REVENUE	0	0	0	12,723	12,723	0
001-3699210	CHRISTMAS SPECIAL EVENTS REVENUE	0	0	0	3,575	3,700	0
001-3699215	150TH CELEBRATION SPECIAL EVENTS RE	0	0	0	1,094	3,890	0
001-3699223	RENT-BUILDING DEPARTMENT	40,000	40,000	40,000	30,000	40,000	40,000
001-3699225	RENT AUGUSTA SAVAGE FACIL	28,979	11,445	67,500	61,883	73,135	73,135
001-3699229	LEASE REVENUE	48,227	51,112	0	0	0	0
001-3699230	PIER DOCKING FEES	7,064	3,136	6,000	4,576	5,983	6,000
001-3724100	PARK RESERVATION FEES	25,837	27,083	30,000	19,558	19,600	30,000
001-3820000	COST RECOVERIES-WATER	140,176	140,176	157,448	144,327	157,448	157,448
001-3821000	COST RECOVERIES-WASTEWATR	160,645	160,645	239,521	219,561	239,521	239,521
001-3832110	COST RECOVERIES-SOLID WST	68,449	68,449	124,761	114,364	124,761	70,000
001-3832120	COST RECOVERIES-ELECTRIC	282,195	282,195	425,491	390,033	425,491	425,491
TOTAL CHARGES FOR SERVICES		924,133	885,008	1,201,721	1,144,002	1,279,084	1,190,595
FINES AND FORFEITURES							
001-3222100	CODE ENFORCE FINES	54,093	9,857	30,000	15,849	16,449	15,000
001-3510000	ASSET FORFEITURE-FEDERAL	36,108	19,829	0	18,699	20,000	2,850
001-3511000	COURT FINES & FORFEITURES	22,560	21,322	30,000	16,268	20,500	20,500
001-3511010	RED LIGHT CAMERA REVENUE	1,034,443	761,350	1,250,000	608,315	667,555	800,000
001-3540000	PARKING FINES	845	1,275	700	256	300	200
TOTAL FINES AND FORFEITURES		1,148,049	813,634	1,310,700	659,387	724,804	838,550
INVESTMENT INCOME							
001-3611000	INTEREST EARNED	3,411	70,451	0	52,693	63,190	25,000
001-3611050	INTEREST EARNED - LEASES	6,566	6,179	0	0	0	0
001-3612000	INTEREST ON FSBA INVEST	13,876	80,807	75,000	81,623	89,050	48,996
TOTAL INVESTMENT INCOME		23,853	157,437	75,000	134,316	152,240	73,996
MISCELLANEOUS							

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20030)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
001-3472902	SPEC EVENT-OUTSIDE CONTRIBUTION	3,149	1,763-	28,000	0	0	0
001-3651000	SALE OF SURPLUS	38,342	1,311	15,000	14,665	15,000	15,000
001-3699200	MISCELLANEOUS INCOME	1,611	14,990	2,000	6,962	8,000	1,000
001-3699300	FIRE TRUCK PROJECT	18,534	1,622	0	145	145	145
001-3640000	SALE OF FIXED ASSETS	0	12,176	0	14,216	14,216	15,000
TOTAL MISCELLANEOUS		61,635	28,335	45,000	35,988	37,361	31,145
OTHER FINANCING SOURCES							
TOTAL OTHER FINANCING SOURCES		0	0	0	0	0	0
TRANSFERS							
001-3830310	TRANSFER FROM 310	0	649,828	0	0	0	0
001-3832103	TRANSFER F/ELECTRIC	850,000	850,000	986,000	903,833	986,000	750,000
001-3832105	TRANSFER F/WATER	100,000	100,000	120,000	110,000	120,000	120,000
001-3832106	TRANS F/WWATER	135,000	135,000	200,000	183,333	200,000	200,000
001-3832107	TRANSFER F/SWASTE	20,000	20,000	48,000	44,000	48,000	0
TOTAL TRANSFER		1,105,000	1,754,828	1,354,000	1,241,167	1,354,000	1,070,000
TOTAL BEG. BALANCE & REVENUES		10,393,939	12,683,341	15,898,291	11,080,665	15,966,608	14,921,852

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20030)

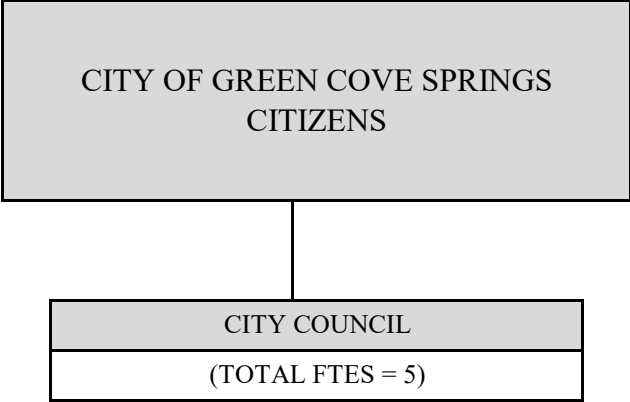
G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	CITY COUNCIL - 1111 - GG	80,800	87,887	91,490	53,911	64,004	70,844
	CITY CLERK -1211 - GG	146,781	205,873	186,623	182,521	207,648	223,500
	CITY MANAGER - 1212 - GG	384,612	430,428	478,016	403,339	452,998	460,779
	HUMAN RESOURCES - 1213 - GG	244,599	325,456	546,035	416,711	565,738	521,963
	FINANCE - 1313 - GG	354,288	434,596	499,139	442,124	525,156	563,106
	INFORMATION TECH - 1314 -GG	278,182	298,909	337,412	393,304	441,793	460,614
	GENERAL SERVICES - 1319 -GG	642,558	631,580	708,959	690,769	573,177	744,170
	CITY ATTORNEY - 1414 - GG	227,134	370,525	168,785	197,162	230,136	181,031
	TOTAL - GENERAL GOV SVC	2,358,954	2,785,253	3,016,459	2,779,841	3,060,649	3,226,008
	CODE ENFORC - 1517 - PS	48,585	85,962	105,482	81,390	95,236	129,274
	POLICE DEPARTMENT - 2021 - PS	3,723,476	4,881,973	4,747,806	4,547,131	4,920,878	5,100,821
	TOTAL - PUBLIC SAFETY	3,772,061	4,967,936	4,853,288	4,628,521	5,016,113	5,230,095
	PUBLIC WORKS - 3052 - T	1,197,159	2,080,453	3,893,073	1,538,518	5,080,349	1,368,337
	RIGHT OF WAY - 3053 - T	281,601	443,953	538,006	567,944	633,421	579,470
	EQUIPMENT MAINT - 3090 -T	182,363	233,421	253,128	217,602	252,058	267,373
	TOTAL - TRANSPORTATION	1,661,123	2,757,827	4,684,207	2,324,064	5,965,827	2,215,180
	DEVELOPMENT SRV - 1515 - PE	314,057	244,460	593,145	248,656	301,980	1,286,349
	TOTAL PHYSICAL ENVIRONMENT	314,057	244,460	593,145	248,656	301,980	1,286,349
	AUGUSTA SAVAGE CNT - 1214 - CR	298,629	131,245	1,723,983	152,159	206,884	1,797,487
	PARKS - 3072 - CR	781,933	2,041,932	944,209	893,217	1,182,289	1,082,734
	PARKS & REC PROG - 3073 - CR	72,123	79,000	84,000	65,800	84,000	84,000
	TOTAL - CULTURE & RECREATION	1,152,685	2,252,177	2,752,192	1,111,175	1,473,174	2,964,220
	INTERFUND TRANSFERS	0	0	0	0	0	0
	TOTAL EXPENDITURES	9,258,879	13,007,653	15,899,291	11,092,257	15,817,743	14,921,852

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20030)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED	
	ENDING CASH	1,135,060	324,312-	1,000-	11,592-	148,865	0-	

**CITY COUNCIL
(001-1111)**

All powers of the City shall be vested in the City Council except as otherwise provided by law or by the Charter. As the City's governing body, the City Council exercises legislative authority through the enactment of Ordinances and Resolutions. The City Council is responsible for the formulation of public policy, and sets guidelines for and adopts the annual operating and capital improvement budgets.



BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
CITY COUNCIL							
PERSONAL SERVICES							
001-1111-5001100	EXECUTIVE SALARIES	31,200	31,400	31,205	28,400	31,000	31,205
001-1111-5002100	FICA	2,264	2,284	2,387	2,065	2,391	2,387
001-1111-5002200	RETIREMENT	16,361	17,921	16,046	16,665	18,311	18,311
001-1111-5002300	LIFE/HEALTH INSURANCE	908	1,686	1,014	832	1,612	1,378
001-1111-5002400	WORKERS COMPENSATION	90	89	98	99	99	106

	TOTAL PERSONAL SERVICES	50,823	53,380	50,750	48,061	53,414	53,388
=====							
OPERATING EXPENSES							
001-1111-5003100	PROFESSIONAL SERVICES	20,000	22,000	22,000	0	0	0
001-1111-5003101	MAINT SUPPORT/SOFTWARE	828	766	890	899	890	1,006
001-1111-5004000	TRAVEL & PER DIEM	1,474	4,146	6,800	0	3,000	6,800
001-1111-5005100	OFFICE SUPPLIES	37	0	100	0	0	100
001-1111-5005200	OPERATING SUPPLIES	3,934	2,633	2,500	1,829	2,000	2,500
001-1111-5005400	BOOKS, PUB, SUB & MEMBER...	1,933	3,503	3,500	3,122	3,500	3,600
001-1111-5005410	PROFESSIONAL DEVELOPMENT	1,770	1,460	3,450	0	1,200	3,450

	TOTAL OPERATING EXPENSES	29,977	34,507	39,240	5,849	10,590	17,456

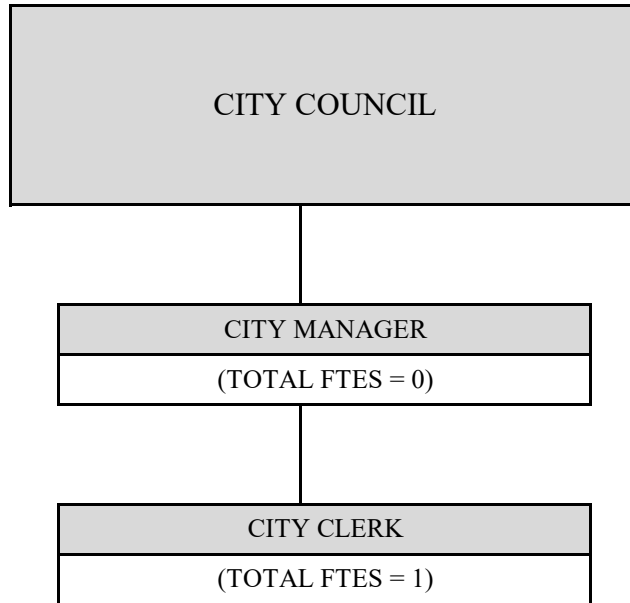
CAPITAL OUTLAY							
001-1111-5006400	EQUIPMENT	0	0	1,500	0	0	0

	TOTAL CAPITAL OUTLAY	0	0	1,500	0	0	0
=====							
TRANSFERS							

	TOTAL TRANSFERS	0	0	0	0	0	0
=====							
	TOTAL EXPENDITURES	80,800	87,887	91,490	53,911	64,004	70,844
=====							

CITY CLERK
(001-1211)

The City Clerk collects, manages and disseminates information produced and used by the City; maintains and archives the official records of City business; prepares and manages the agenda and minutes for City Council meetings; and efficiently meets all statutory obligations with respect to public records retention and legislative actions of the City of Green Cove Springs.



BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

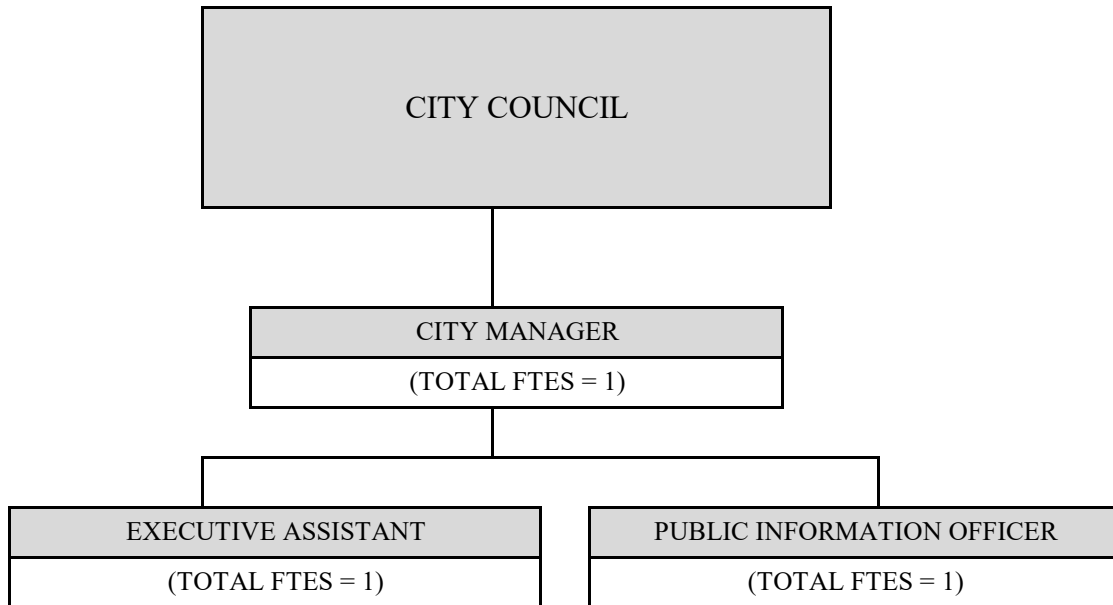
G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
CITY CLERK							
PERSONAL SERVICES							
001-1211-5001200	SALARIES	65,843	78,089	74,115	71,323	78,162	88,734
001-1211-5001400	OVERTIME	1,005	0	0	0	0	0
001-1211-5002100	FICA	4,586	5,515	5,670	4,968	5,980	6,788
001-1211-5002200	RETIREMENT	19,745	22,302	21,501	24,620	26,982	30,631
001-1211-5002300	LIFE/HEALTH INSURANCE	12,765	30,742	17,816	15,876	29,544	24,100
001-1211-5002400	WORKERS COMPENSATION	191	207	230	233	233	248
TOTAL PERSONAL SERVICES		104,135	136,856	119,332	117,020	140,901	150,501
=====							
OPERATING EXPENSES							
001-1211-5003100	PROFESSIONAL SERVICES	360	360	361	330	330	361
001-1211-5003101	MAINT SUPPORT/SOFTWARE	512	666	410	1,026	1,026	348
001-1211-5003420	CONT SERVICES	11,524	16,495	17,600	13,953	14,703	20,270
001-1211-5004000	TRAVEL & PER DIEM	1,299	906	1,600	964	964	2,400
001-1211-5004100	COMMUNICATIONS	0	51	0	0	0	0
001-1211-5004610	EQUIPMENT MAINTENANCE	14,302	39,821	44,200	44,108	44,200	46,100
001-1211-5004700	PRINTING & BINDING	0	0	200	0	0	200
001-1211-5005100	OFFICE SUPPLIES	0	0	200	0	0	200
001-1211-5005200	OPERATING SUPPLIES	3,041	5,381	800	1,294	1,400	1,000
001-1211-5005400	BOOKS, PUB, SUB & MEMBERS	265	400	380	120	380	380
001-1211-5005403	EAP PROGRAM	0	0	40	0	40	40
001-1211-5005410	PROFESSIONAL DEVELOPMENT	9,834	4,936	1,500	3,705	3,705	1,700
TOTAL OPERATING EXPENSES		41,136	69,017	67,291	65,501	66,748	72,999
=====							
CAPITAL OUTLAY							
001-1211-5006400	EQUIPMENT	1,510	0	0	0	0	0
TOTAL CAPITAL OUTLAY		1,510	0	0	0	0	0
=====							
TRANSFERS							

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	TOTAL TRANSFERS	0	0	0	0	0	0
	TOTAL EXPENDITURES	146,781	205,873	186,623	182,521	207,648	223,500

CITY MANAGER
(001-1212)

The City Manager is appointed by the City Council and serves at the pleasure of the Council. As the Chief Administrative Officer for the City of Green Cove Springs, the City Manager is responsible for the administration of all City affairs, personnel, and departments, as well as the execution of the City Council’s 2025 Vision Plan and its Goals. The City Manager’s Office oversees all general government programs and services, as well as enterprise operations for six municipal utilities (electric, water, sewer, reclaimed water, stormwater, and solid waste). The City Manager ensures that City laws, ordinances, resolutions, and policies are followed; attends all Council meetings; prepares the Annual City Budget and Capital Improvement Plan; and performs other duties as assigned by the City Council.



BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

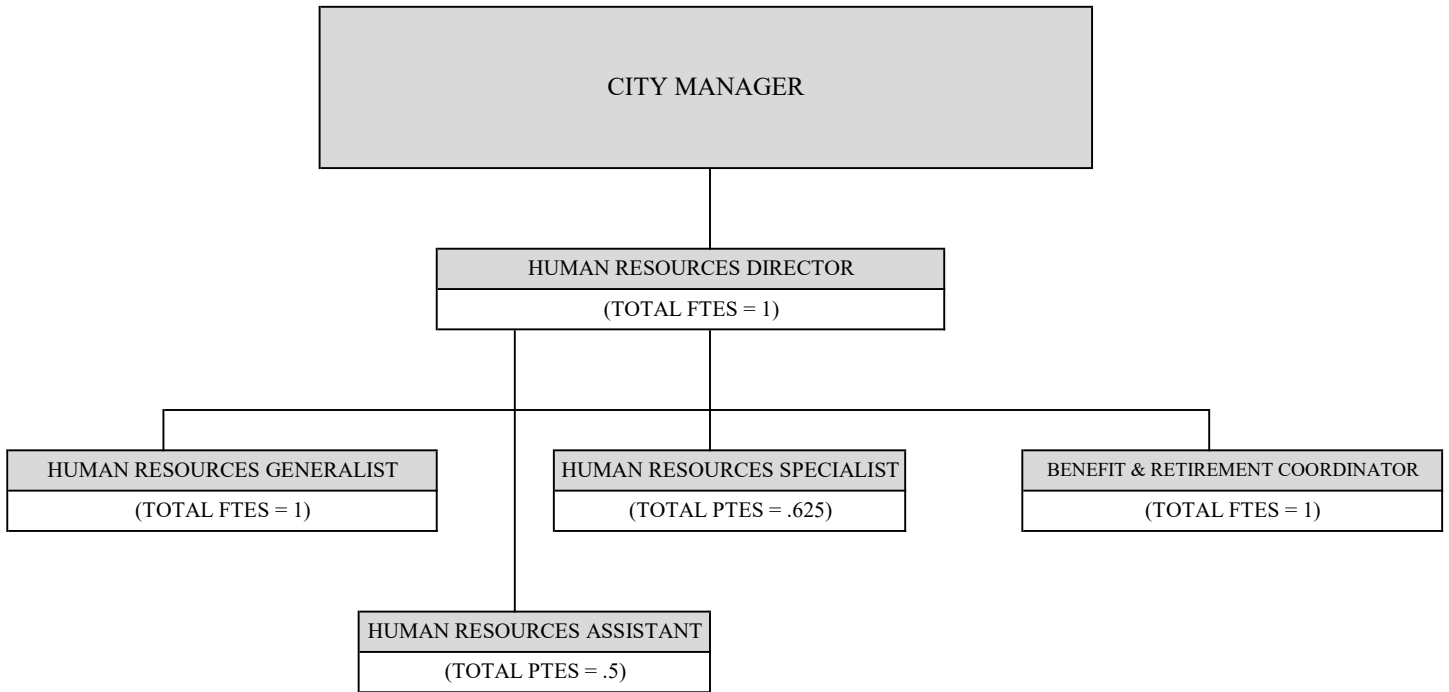
G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
CITY MANAGER							
PERSONAL SERVICES							
001-1212-5001200	SALARIES	259,386	285,377	280,826	271,352	296,625	309,822
001-1212-5001400	OVERTIME	6,635	10,378	5,000	6,349	7,000	5,000
001-1212-5002100	FICA	19,359	21,397	21,866	19,524	22,201	24,084
001-1212-5002200	RETIREMENT	11,735	14,672	13,550	14,655	15,813	18,269
001-1212-5002230	MANAGER'S OFFICE - RETIREMENT-	22,918	25,468	24,758	23,945	25,816	26,013
001-1212-5002300	LIFE/HEALTH INSURANCE	30,313	40,517	41,254	36,036	46,450	54,510
001-1212-5002400	WORKERS COMPENSATION	733	800	886	897	897	955
TOTAL PERSONAL SERVICES		351,079	398,609	388,140	372,758	414,802	438,653
OPERATING EXPENSES							
001-1212-5003100	PROFESSIONAL SERVICES	1,080	1,710	61,100	1,942	1,955	1,200
001-1212-5003101	MAINT SUPPORT/SOFTWARE	4,116	2,929	1,100	1,661	1,661	2,100
001-1212-5004000	TRAVEL & PER DIEM	3,045	5,483	3,200	3,389	3,500	3,200
001-1212-5004100	COMMUNICATIONS	14,602	12,199	15,000	10,748	15,000	6,000
001-1212-5004110	POSTAGE/FREIGHT	87	460	0	0	0	0
001-1212-5005100	OFFICE SUPPLIES	489	543	800	0	0	800
001-1212-5005200	OPERATING SUPPLIES	1,982	4,255	2,500	9,221	10,000	4,100
001-1212-5005400	BOOKS, PUB, SUBSCRIPTIONS	2,504	1,903	2,350	2,500	2,500	2,400
001-1212-5005401	WELLNESS MEMBERSHIP	240	60	240	0	0	240
001-1212-5005403	EAP PROGRAM	0	230	86	352	80	86
001-1212-5005410	PROFESSIONAL DEVELOPMENT	5,389	2,045	3,500	770	3,500	2,000
TOTAL OPERATING EXPENSES		33,532	31,819	89,876	30,582	38,196	22,126
CAPITAL OUTLAY							
TOTAL CAPITAL OUTLAY		0	0	0	0	0	0
TRANSFERS							

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	TOTAL TRANSFERS	0	0	0	0	0	0
		=====	=====	=====	=====	=====	=====
	TOTAL EXPENDITURES	384,612	430,428	478,016	403,339	452,998	460,779
		=====	=====	=====	=====	=====	=====

**HUMAN RESOURCES
(001-1213)**

Responsible for the administration of the City's Personnel Policies and Procedures; advising management in all areas of human resources administration including employee health and morale. Serves as ADA Coordinator, Safety Coordinator and administers Drug-Free Workplace Program. Maintains City Human Resources Records and recruits highly qualified employees. Administers City's insurance programs and benefit plans.



BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
HUMAN RESOURCES							
PERSONAL SERVICES							
001-1213-5001200	SALARIES	135,044	176,860	261,860	208,993	234,590	251,026
001-1213-5001300	SALARIES-PART TIME	19,391	32,269	32,521	52,307	56,000	32,515
001-1213-5001400	OVERTIME	1,404	1,932	500	0	0	500
001-1213-5002100	FICA	11,723	16,080	22,559	19,396	21,926	21,729
001-1213-5002200	RETIREMENT	34,778	48,172	53,242	57,136	60,065	63,462
001-1213-5002300	LIFE/HEALTH INSURANCE	6,300	24,994	23,590	17,609	29,652	31,909
001-1213-5002400	WORKERS COMPENSATION	482	533	591	599	599	637
TOTAL PERSONAL SERVICES		209,122	300,840	394,863	356,040	402,832	401,777
=====							
OPERATING EXPENSES							
001-1213-5003100	PROFESSIONAL SERVICES	1,764	2,581	52,948	31,123	52,948	5,000
001-1213-5003101	MAINT SUPPORT/SOFTWARE	1,252	1,113	1,198	1,785	1,785	2,000
001-1213-5003420	CONTRACT SERVICES	26,860	12,653	90,000	11,165	90,000	104,036
001-1213-5004000	TRAVEL & PER DIEM	0	1,558	1,500	1,172	1,500	1,500
001-1213-5004100	COMMUNICATIONS	0	51	0	2,096	2,807	0
001-1213-5004110	POSTAGE/FREIGHT	0	0	50	0	0	0
001-1213-5004910	ADVERTISING	225	0	200	63	200	200
001-1213-5005100	OFFICE SUPPLIES	0	0	700	0	0	500
001-1213-5005200	OPERATING SUPPLIES	4,361	3,528	2,100	7,237	5,566	1,050
001-1213-5005400	BOOKS, PUB, SUB & MEMBERSHIPS	400	123	976	0	0	900
001-1213-5005401	WELLNESS MEMBERSHIP	0	3,010	0	5,380	6,600	3,500
001-1213-5005410	PROFESSIONAL DEVELOPMENT	615	0	1,500	650	1,500	1,500
TOTAL OPERATING EXPENSES		35,477	24,616	151,172	60,671	162,906	120,186
=====							
CAPITAL OUTLAY							
TOTAL CAPITAL OUTLAY		0	0	0	0	0	0
=====							
TRANSFERS							

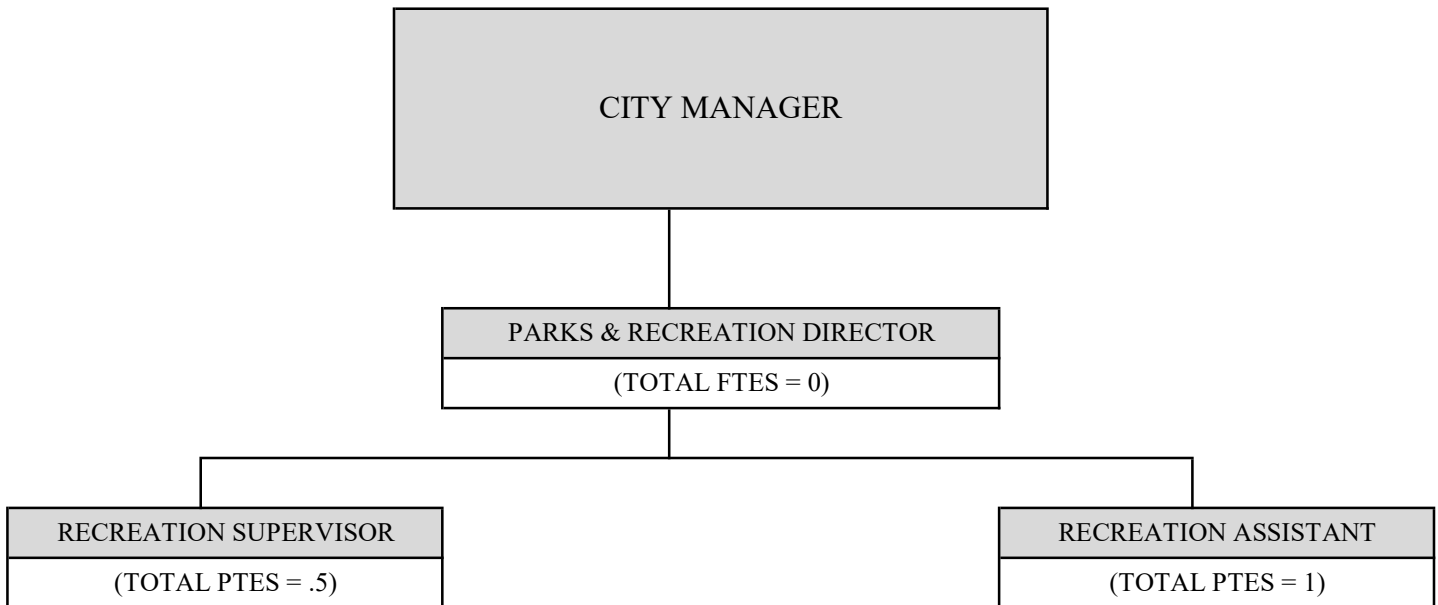
BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	TOTAL TRANSFERS	0	0	0	0	0	0
	TOTAL EXPENDITURES	244,599	325,456	546,035	416,711	565,738	521,963

AUGUSTA SAVAGE ARTS & COMMUNITY CENTER
(001-1214)

To enrich the quality of life for the community by providing activities and events that promote education, health, wellness, and the arts. To preserve local history through the Arts and Education. The Green Cove Springs Parks and Recreation Department oversees the following programs at the Thomas Hogans Memorial Gym:

- Nutrition and Wellness Programs
- Math, Science, and Reading Enrichment Summer Camp
- Community Youth Activities
- Adult Education Programs
- Mentoring Programs
- Collaboration with other Community Organizations



BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
AUGUSTA SAVAGE ARTS & COMM CNT							
PERSONAL SERVICES							
001-1214-5001300	SALARIES-PART TIME	43,481	55,297	53,009	46,460	50,933	52,239
001-1214-5002100	FICA	3,326	4,230	4,055	3,554	3,896	3,996
001-1214-5002200	RETIREMENT	4,843	6,841	6,313	6,407	6,912	7,120
001-1214-5002400	WORKERS COMPENSATION	2,679	2,726	3,051	3,090	3,090	3,290

	TOTAL PERSONAL SERVICES	54,329	69,094	66,428	59,511	64,831	66,646
=====							
OPERATING EXPENSES							
001-1214-5003100	PROFESSIONAL SERVICES	256	90	6,000	222	500	6,000
001-1214-5003101	MAINT SUPPORT/SOFTWARE	0	0	2,000	0	0	2,000
001-1214-5004312	UTILITIES	37,192	26,299	29,000	24,131	27,000	29,000
001-1214-5004500	INSURANCE	11,279	12,788	15,955	18,325	18,325	19,241
001-1214-5004610	AUGUSTA SAVAGE COMMUNITY CENTER -	0	0	0	59	0	0
001-1214-5004642	HOGANS GYM-OP/MTCE	7,580	4,741	21,000	3,353	10,000	6,000
001-1214-5004644	A. SAVAGE OP/MTCE	6,904	7,474	5,000	4,261	5,219	5,000
001-1214-5004645	AMI KIDS - OP/MTCE	4	690	0	2,840	3,600	5,000
001-1214-5004646	MENTORING CENTER - OP/MTCE	2,200	778	5,000	424	552	3,000
001-1214-5004647	FOOD PANTRY - OP/MTCE	0	640	0	440	413	1,000
001-1214-5004648	HEAD START - OP/MTCE	169	27	0	311	1,000	1,000
001-1214-5005200	OPERATING SUPPLIES	8,010	894	6,000	4,083	5,444	6,000

	TOTAL OPERATING EXPENSES	73,595	54,421	89,955	58,450	72,053	83,241

CAPITAL OUTLAY							
001-1214-5006326	IMPROVEMENTS	170,705	7,730	1,567,600	34,198	70,000	1,647,600

	TOTAL CAPITAL OUTLAY	170,705	7,730	1,567,600	34,198	70,000	1,647,600
=====							
TRANSFERS							

	TOTAL TRANSFERS	0	0	0	0	0	0

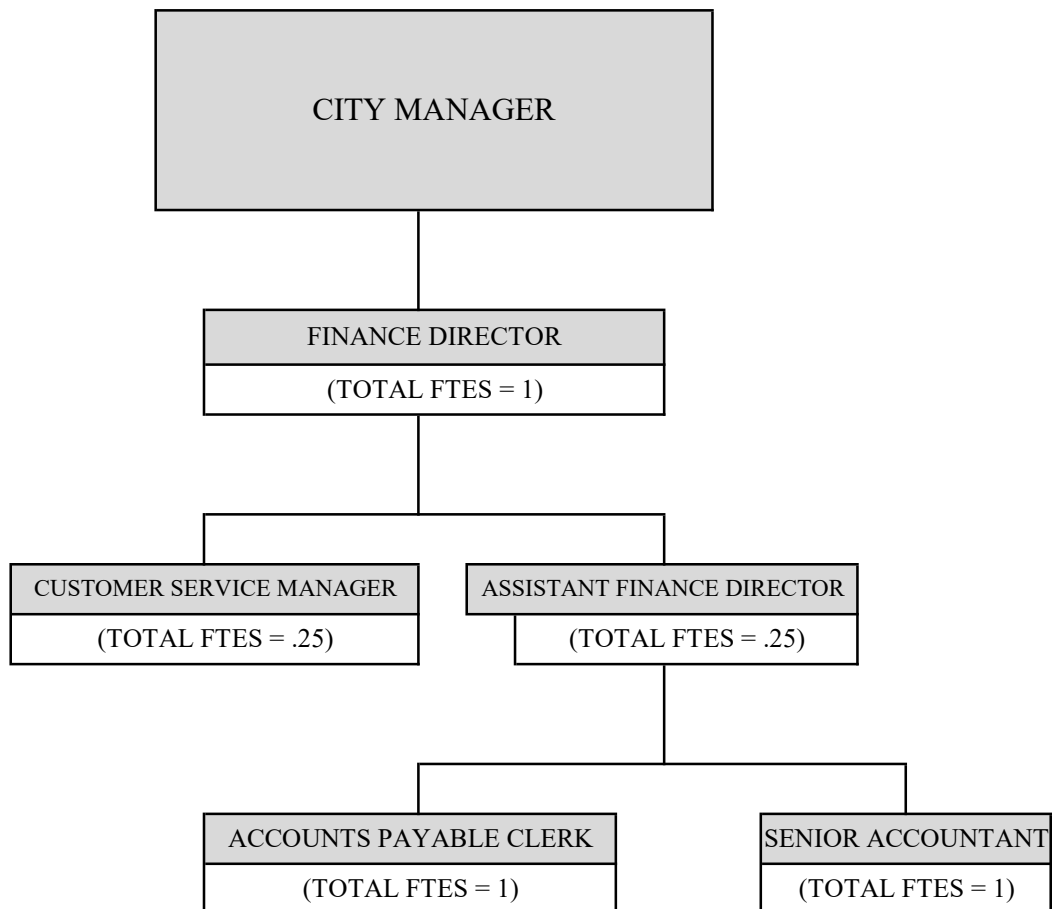
Item #9.

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	TOTAL EXPENDITURES	298,629	131,245	1,723,983	152,159	206,884	1,797,487

FINANCE
(001-1313)

The Finance Department is responsible for management of the City's cash and investments; disbursement of city checks and administration of city debt (bonds), collection and recording of city receipts and banking relations. The Department is also responsible for preparation of financial reports and all related reports including the preparation of the annual report to the State Department of Banking and Finance and annual audit. The Department prepares all financial reports and tax returns and administers the Annual Operating Budget and Five Year Capital Improvement Plan.



BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

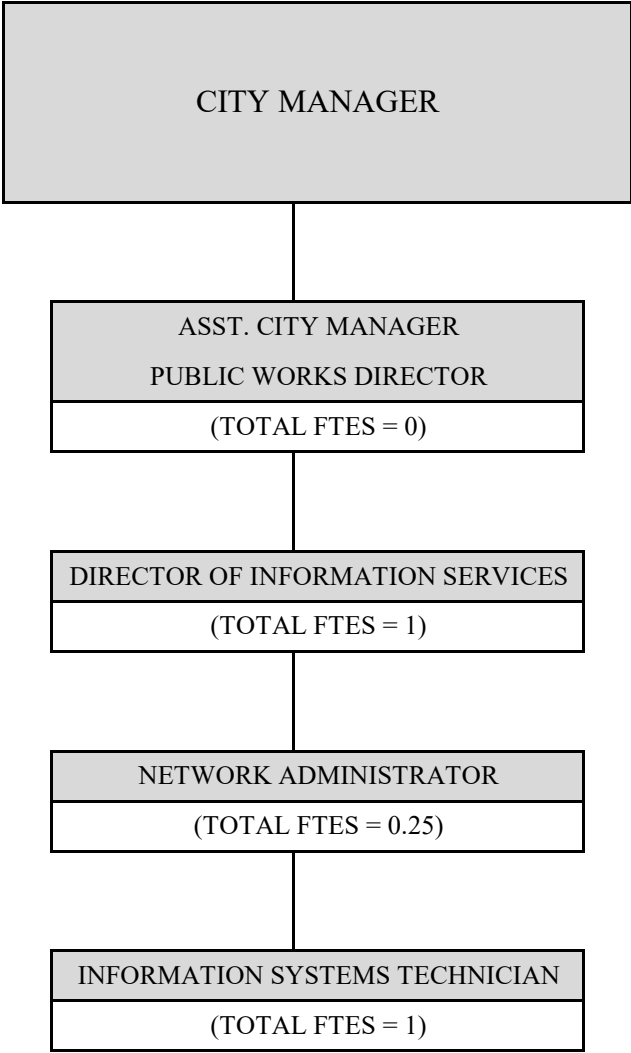
G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
FINANCE							
PERSONAL SERVICES							
001-1313-5001200	SALARIES	225,596	265,963	268,235	198,261	223,797	298,486
001-1313-5001400	OVERTIME	15	341	1,000	2,167	2,828	1,500
001-1313-5002100	FICA	16,974	19,451	20,596	14,497	16,289	22,949
001-1313-5002200	RETIREMENT	41,503	57,057	53,859	39,776	45,695	68,809
001-1313-5002230	RETIREMENT-NATIONWIDE	2,859	0	0	1,398	1,709	4,030
001-1313-5002300	LIFE/HEALTH INSURANCE	17,071	49,236	47,605	17,294	37,655	43,874
001-1313-5002400	WORKERS COMPENSATION	642	682	755	765	765	814
TOTAL PERSONAL SERVICES		304,660	392,728	392,050	274,158	328,736	440,461
OPERATING EXPENSES							
001-1313-5003100	PROFESSIONAL SERVICES	1,260	19,753	51,264	62,356	65,000	21,260
001-1313-5003101	MAINT SUPPORT/SOFTWARE	13,468	13,033	13,225	14,338	14,338	56,000
001-1313-5003200	ACCOUNTING & AUDITING	19,000	13,800-	19,000	22,919	25,000	19,950
001-1313-5003420	TEMPORARY LABOR	0	0	0	48,749	59,927	0
001-1313-5004000	TRAVEL & PER DIEM	1,537	5,029	3,000	1,725	3,000	5,000
001-1313-5004100	COMMUNICATIONS	4,639	4,145	4,600	3,764	4,600	5,000
001-1313-5004110	POSTAGE/FREIGHT	0	29	0	0	0	0
001-1313-5004610	EQUIPMENT MAINTENANCE	0	17	4,500	582	4,500	1,000
001-1313-5005100	OFFICE SUPPLIES	1,392	1,595	1,200	607	1,200	2,000
001-1313-5005200	OPERATING SUPPLIES	4,783	1,251	2,820	9,975	11,000	3,000
001-1313-5005400	BOOKS, PUB, SUB & MEMBERS	100	340	235	300	725	1,190
001-1313-5005401	WELLNESS MEMBERSHIP	160	0	120	0	0	120
001-1313-5005403	EAP PROGRAM	0	583	125	388	130	125
001-1313-5005410	PROFESSIONAL DEVELOPMENT	3,289	4,975	7,000	2,264	7,000	8,000
TOTAL OPERATING EXPENSES		49,628	36,949	107,089	167,966	196,420	122,645
CAPITAL OUTLAY							
001-1313-5006400	EQUIPMENT	0	4,918	0	0	0	0

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	TOTAL CAPITAL OUTLAY	0	4,918	0	0	0	0
	TRANSFERS						
	TOTAL TRANSFERS	0	0	0	0	0	0
	TOTAL EXPENDITURES	354,288	434,596	499,139	442,124	525,156	563,106

INFORMATION TECHNOLOGY
(001 - 1314)

To provide support services to City government for computer hardware, software, networks, and telecommunications using current technology.



BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
INFORMATION TECHNOLOGY							
PERSONAL SERVICES							
001-1314-5001200	SALARIES	107,593	135,964	159,675	158,446	171,675	218,708
001-1314-5001300	SALARIES-PART TIME	0	0	0	3,728	3,728	0
001-1314-5001400	OVERTIME	2,069	2,149	1,000	3,859	4,500	0
001-1314-5002100	FICA	7,393	9,692	12,292	11,276	12,835	16,731
001-1314-5002200	RETIREMENT	18,851	17,018	18,994	31,991	35,000	55,658
001-1314-5002300	LIFE/HEALTH INSURANCE	18,876	41,794	28,432	24,226	39,549	51,470
001-1314-5002400	WORKERS COMPENSATION	309	326	361	366	366	389
TOTAL PERSONAL SERVICES		155,090	206,943	220,754	233,892	267,653	342,956
=====							
OPERATING EXPENSES							
001-1314-5003100	PROFESSIONAL SERVICES	1,375	2,499	1,000	2,100	2,100	2,000
001-1314-5003101	MAINT SUPPORT/SOFTWARE	66,671	69,705	50,000	61,019	62,000	50,000
001-1314-5005200	OPERATING SUPPLIES	11,783	11,376	20,000	8,841	20,000	20,000
001-1314-5005300	OUTSIDE IT SERVICES	404	0	500	0	0	500
001-1314-5005401	WELLNESS MEMBERSHIP	120	30	120	0	0	120
001-1314-5005403	EAP PROGRAM	0	77	38	40	40	38
TOTAL OPERATING EXPENSES		80,353	83,687	71,658	72,000	84,140	72,658
=====							
CAPITAL OUTLAY							
001-1314-5006400	EQUIPMENT	42,739	8,279	45,000	87,412	90,000	45,000
TOTAL CAPITAL OUTLAY		42,739	8,279	45,000	87,412	90,000	45,000
=====							
TRANSFERS							
TOTAL TRANSFERS		0	0	0	0	0	0
=====							
TOTAL EXPENDITURES		278,182	298,909	337,412	393,304	441,793	460,614
=====							

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED	
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GENERAL SERVICES
(001-1319)

The General Services Department consists of expenses that are not department specific and includes the expenses relative to operation, maintenance, and general office expenditures for City Hall. Most of the insurance, excluding Workers Compensation and Police Liability, is reflected in the General Services Department. It also includes non-operating accounts such as Contingency and Contribution to Fund Balance for the General Fund.

CITY MANAGER
(TOTAL FTES = 0)

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

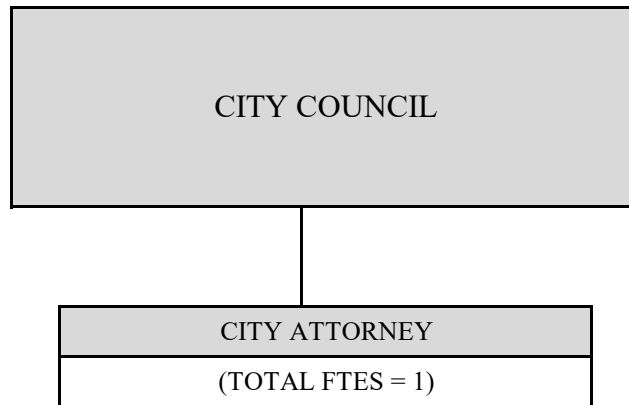
G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
GENERAL SERVICES							
PERSONAL SERVICES							
001-1319-5001400	OVERTIME	0	0	0	198	0	0
TOTAL PERSONAL SERVICES		0	0	0	198	0	0
OPERATING EXPENSES							
001-1319-5003100	PROFESSIONAL SERVICES	12,272	31,846	42,090	11,740	42,090	42,090
001-1319-5003200	ACCOUNTING & AUDITING	14,500	0	6,500	7,841	7,842	6,825
001-1319-5003423	ARTS & REC EXPENSES	107,545	102,610	90,000	175,157	180,000	150,000
001-1319-5003425	DONATIONS SPECIAL EVENT EXPENSES	20,462	18,751	115,500	0	0	0
001-1319-5003525	SPECIAL EVENTS - RIVERFEST EXPENSE	0	0	0	10,236	12,068	11,967
001-1319-5003550	SPECIAL EVENTS - CHRISTMAS EXPENSE	0	0	0	2,928	4,000	0
001-1319-5003575	SPECIAL EVENTS - 150TH CELEBRATION	0	0	0	16,157	20,000	4,000
001-1319-5004000	TRAVEL & PER DIEM	1,009	0	0	0	0	0
001-1319-5004100	COMMUNICATIONS	99,503	104,897	90,000	113,746	113,054	120,000
001-1319-5004110	POSTAGE/FREIGHT	2,196	24,376	6,100	659	6,100	6,100
001-1319-5004300	UTILITIES-ELECTRIC	29,468	25,730	24,000	21,341	24,000	24,000
001-1319-5004320	UTILITIES - WATER/SEWER	19,053	15,349	13,000	15,936	18,146	20,000
001-1319-5004330	STORMWATER FEES	4,305	14,112	15,000	3,373	4,225	5,000
001-1319-5004500	INSURANCE	31,364	51,984	62,769	259,361	72,093	75,698
001-1319-5004610	EQUIPMENT MAINTENANCE	1,944	19,614	7,000	1,785	7,000	7,000
001-1319-5004640	BUILDING MAINTENANCE	46,521	68,384	60,000	30,222	35,000	60,000
001-1319-5004910	ADVERTISING	1,547	2,866	3,000	238	3,000	3,000
001-1319-5005100	OFFICE SUPPLIES	249	47	3,000	0	0	3,000
001-1319-5005200	OPERATING SUPPLIES	33,421	1,854	20,000	11,257	20,000	20,000
001-1319-5005400	BOOKS, PUB, SUB & MEMBERSHIPS	996	90	1,000	40	1,000	1,000
TOTAL OPERATING EXPENSES		426,354	482,511	558,959	682,017	569,618	559,680
CAPITAL OUTLAY							
001-1319-5006220	BUILDING IMPROVEMENTS	0	0	150,000	4,995	0	184,490
001-1319-5006400	INFORMATION TECHNOLOGY	216,204	117,933	0	0	0	0

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
001-1319-5006500	CAPITAL OUTLAY-GENERAL FUND	0	4,275	0	0	0	0
	TOTAL CAPITAL OUTLAY	216,204	122,208	150,000	4,995	0	184,490
	TRANSFERS						
001-1319-5009992	CONTINGENCY	0	26,861	0	3,559	3,559	0
	TOTAL TRANSFERS	0	26,861	0	3,559	3,559	0
	TOTAL EXPENDITURES	642,558	631,580	708,959	690,769	573,177	744,170

CITY ATTORNEY
(001-1414)

The City Attorney provides sound legal and related legal services to the City Council, City Manager and all other boards, commissions, departments and employees of the City; ensures that the City follows its Charter, the City Code, and Laws of the State of Florida. The office prosecutes and defends suits for and on behalf of the City and prepares or reviews all bonds, contracts and other legal instruments of concern to the City and assists in retaining outside legal assistance as needed. The City Attorney also routinely responds to citizen inquires and appears at many civil, charitable and governmental functions representing the City.

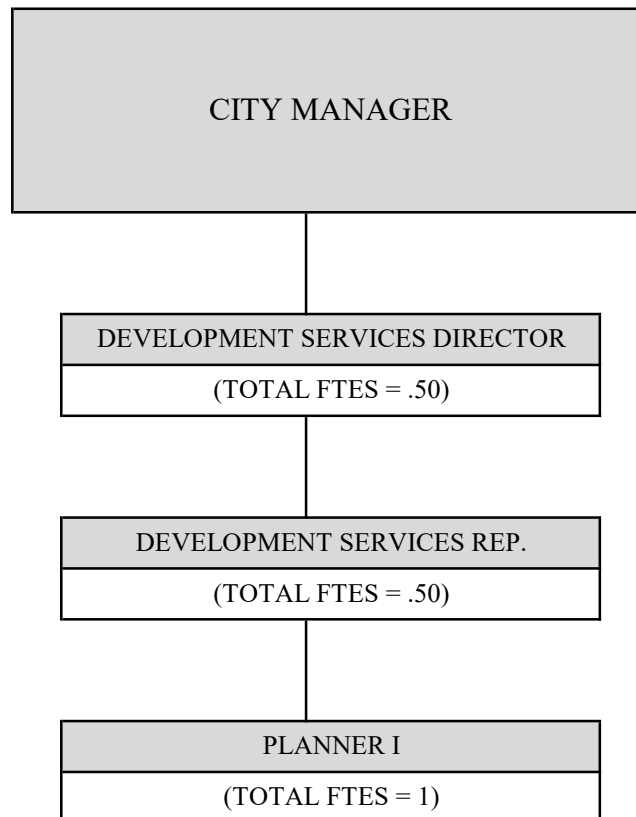


BUDGET APPROPRIATIONS - DETAIL
 GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
CITY ATTORNEY							
PERSONAL SERVICES							
001-1414-5001200	SALARIES	74,886	78,746	82,686	74,806	82,688	91,155
001-1414-5002100	FICA	5,530	5,823	6,325	5,522	6,326	6,973
001-1414-5002210	RETIREMENT-ICMA	11,233	11,812	12,403	11,221	11,812	13,673
001-1414-5002300	LIFE/HEALTH INSURANCE	13,667	32,406	25,086	16,801	31,099	25,583
001-1414-5002400	WORKERS COMPENSATION	188	207	230	233	233	248
TOTAL PERSONAL SERVICES		105,504	128,995	126,730	108,582	132,158	137,632
=====							
OPERATING EXPENSES							
001-1414-5003100	PROFESSIONAL SERVICES	13,800	12,858	36,361	39,701	45,000	36,361
001-1414-5003101	MAINT SUPPORT/SOFTWARE	166	239	156	268	268	300
001-1414-5003102	LITIGATION EXPENSES	103,817	225,907	0	47,701	50,000	0
001-1414-5004000	TRAVEL & PER DIEM	642	0	1,500	0	0	1,500
001-1414-5005200	OPERATING SUPPLIES	2,400	2,400	2,400	600	2,400	3,600
001-1414-5005400	BOOKS, PUB, SUB & MEMBERSHIPS	0	0	100	0	0	100
001-1414-5005403	EAP PROGRAM	0	77	38	40	40	38
001-1414-5005410	PROFESSIONAL DEVELOPMENT	805	50	1,500	270	270	1,500
TOTAL OPERATING EXPENSES		121,630	241,530	42,055	88,579	97,978	43,399
=====							
CAPITAL OUTLAY							
TOTAL CAPITAL OUTLAY		0	0	0	0	0	0
=====							
TRANSFERS							
TOTAL TRANSFERS		0	0	0	0	0	0
=====							
TOTAL EXPENDITURES		227,134	370,525	168,785	197,162	230,136	181,031
=====							

DEVELOPMENT SERVICES
(001-1515)

The Development Services Department promotes the quality of life while protecting the health, safety, and welfare of City residents through comprehensive planning and development review programs. These include activities and functions such as site plan review and compliance with land development regulations, redevelopment initiatives, grant administration and visioning.



BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

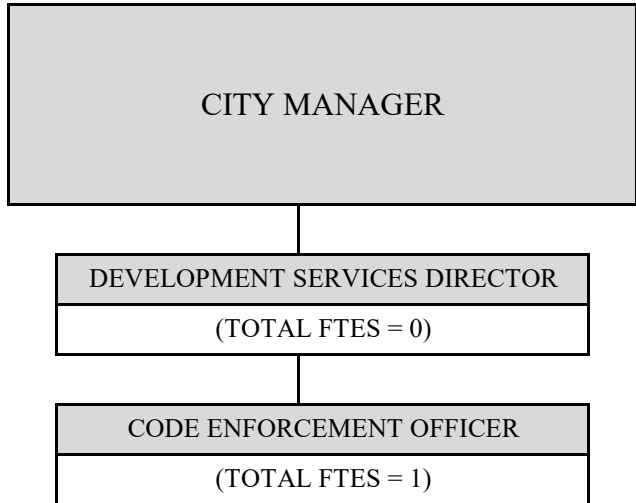
G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
DEVELOPMENT SERVICES							
PERSONAL SERVICES							
001-1515-5001200	SALARIES	69,400	82,434	132,862	82,001	89,780	138,991
001-1515-5001400	OVERTIME	505	1,254	500	702	1,500	0
001-1515-5002100	FICA	5,177	6,374	10,202	6,294	6,765	10,633
001-1515-5002200	RETIREMENT	15,979	22,344	26,075	22,789	24,802	31,403
001-1515-5002300	LIFE/HEALTH INSURANCE	3,380	6,256	11,271	3,502	6,546	5,467
001-1515-5002400	WORKERS COMPENSATION	200	207	230	233	233	248
TOTAL PERSONAL SERVICES		94,642	118,869	181,140	115,521	129,626	186,741
=====							
OPERATING EXPENSES							
001-1515-5003100	PROFESSIONAL SERVICES	214,773	101,897	137,500	78,015	110,200	53,661
001-1515-5003101	MAINT SUPPORT/SOFTWARE	6,305	4,238	6,391	2,790	6,391	11,333
001-1515-5003102	Non-Capital Equipment	0	0	0	3,264	4,000	0
001-1515-5003114	PROF SERV-MATCH PILOT GRANT	0	0	0	5,000	5,000	25,000
001-1515-5004000	TRAVEL & PER DIEM	135	0	500	590	1,000	1,000
001-1515-5004100	COMMUNICATIONS	1,488	4,096	0	3,484	4,000	0
001-1515-5004110	POSTAGE/FREIGHT	476	441	400	182	400	400
001-1515-5004910	ADVERTISING	2,868	11,251	3,500	9,161	10,000	4,000
001-1515-5005100	OFFICE SUPPLIES	139	112	500	248	500	500
001-1515-5005200	OPERATING SUPPLIES	469	1,438	500	1,357	1,200	500
001-1515-5005230	VEHICLE FUEL	60	0	75	0	0	75
001-1515-5005400	BOOKS, PUB, SUB & MEMBERSHIPS	1,354	50	500	0	500	500
001-1515-5005401	WELLNESS MEMBERSHIP	60	15	120	0	120	120
001-1515-5005403	EAP PROGRAM	0	38	19	20	19	19
001-1515-5005410	PROFESSIONAL DEVELOPMENT	8,713-	2,016	1,500	1,240	1,240	2,500
TOTAL OPERATING EXPENSES		219,415	125,591	151,505	105,351	144,570	99,608
=====							
CAPITAL OUTLAY							
001-1515-5006400	EQUIPMENT	0	0	1,500	0	0	0
001-1515-5006431	VEHICLES	0	0	30,000	27,784	27,784	0

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
001-1515-5006500	CAPITAL OUTLAY	0	0	229,000	0	0	1,000,000
	TOTAL CAPITAL OUTLAY	0	0	260,500	27,784	27,784	1,000,000
	TRANSFERS						
	TOTAL TRANSFERS	0	0	0	0	0	0
	TOTAL EXPENDITURES	314,057	244,460	593,145	248,656	301,980	1,286,349

CODE ENFORCEMENT
(001-1517)

To promote Community awareness of, and encourage voluntary compliance with Municipal Codes to protect the public health, safety and welfare of Green Cove Springs businesses and residents.



BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
CODE ENFORCEMENT							
PERSONAL SERVICES							
001-1517-5001200	SALARIES	34,367	52,439	52,977	47,751	52,000	68,640
001-1517-5001400	OVERTIME	0	0	500	0	0	0
001-1517-5002100	FICA	2,612	3,945	4,091	3,620	4,324	5,251
001-1517-5002200	RETIREMENT	3,824	6,484	6,370	6,485	7,742	9,356
001-1517-5002300	LIFE/HEALTH INSURANCE	2,081	11,442	7,458	6,734	12,052	10,708
001-1517-5002400	WORKERS COMPENSATION	1,357	1,482	1,640	1,661	1,661	1,769

	TOTAL PERSONAL SERVICES	44,241	75,792	73,036	66,251	77,779	95,724
=====							
OPERATING EXPENSES							
001-1517-5003100	PROFESSIONAL SERVICES	380	370	5,000	330	360	5,000
001-1517-5003101	MAINT SUPPORT/SOFTWARE	385	1,488	240	268	268	240
001-1517-5003111	MAGISTRATE EXPENSES	113	88	1,250	0	0	1,250
001-1517-5004000	TRAVEL & PER DIEM	0	1,741	1,000	1,165	1,165	1,000
001-1517-5004100	COMMUNICATIONS	720	444	900	235	500	900
001-1517-5004500	INSURANCE	362	405	506	581	581	610
001-1517-5004620	VEHICLE MAINTENANCE	28	55	250	583	583	250
001-1517-5005100	OFFICE SUPPLIES	29	363	300	132	300	300
001-1517-5005200	OPERATING SUPPLIES	594	3,206	0	477	1,500	1,000
001-1517-5005230	VEHICLE FUEL	1,208	769	1,000	676	1,000	1,000
001-1517-5005400	BOOKS, PUB, SUB & MEMBERSHIPS	75	141	500	0	0	500
001-1517-5005410	PROFESSIONAL DEVELOPMENT	451	1,099	1,500	590	1,200	1,500
001-1517-5005500	DEMOLITION	0	0	20,000	10,100	10,000	20,000

	TOTAL OPERATING EXPENSES	4,344	10,171	32,446	15,139	17,457	33,550

CAPITAL OUTLAY							

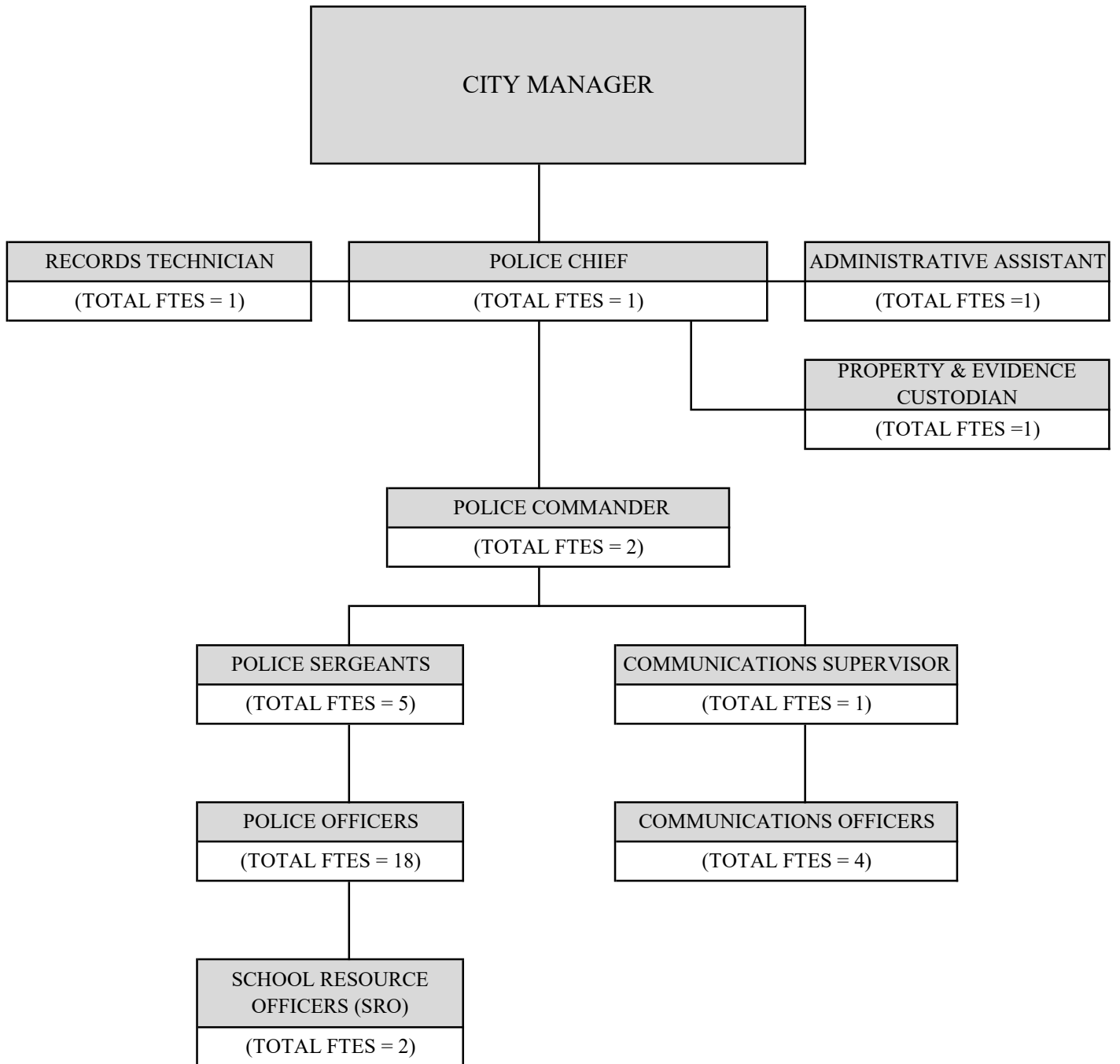
	TOTAL CAPITAL OUTLAY	0	0	0	0	0	0
=====							
TRANSFERS							

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	TOTAL TRANSFERS	0	0	0	0	0	0
	TOTAL EXPENDITURES	48,585	85,962	105,482	81,390	95,236	129,274

**POLICE
(001-2021)**

The Green Cove Springs Cove Springs Police Department is dedicated to partnering with our community in order to improve the quality of life of our citizens and visitors. We strive to continually enhance our community relations.



BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	POLICE						
	PERSONAL SERVICES						
001-2021-5001200	SALARIES	1,418,515	1,701,079	1,882,212	1,630,720	1,763,890	1,888,578
001-2021-5001300	SALARIES-PART TIME	85,292	53,110	90,465	93,697	104,722	100,672
001-2021-5001301	PART TIME DISPATCHER	25,624	17,934	107,690	28,327	32,746	91,676
001-2021-5001302	PART TIME CROSSING GUARDS	9,130	11,353	31,200	9,828	11,300	11,873
001-2021-5001311	SALARIES-DISPATCH	186,062	232,598	218,827	244,242	258,805	232,351
001-2021-5001400	OVERTIME	116,297	124,577	80,000	147,638	150,000	130,000
001-2021-5001411	OVERTIME-DISPATCH	43,436	52,281	35,000	52,655	52,992	35,000
001-2021-5001500	INCENTIVE	17,059	18,215	20,000	26,946	30,000	20,000
001-2021-5002100	FICA	119,138	140,449	158,560	139,442	156,677	163,653
001-2021-5002110	FICA-CROSSING GUARDS	698	868	2,387	752	1,066	908
001-2021-5002111	FICA-DISPATCH	18,501	22,705	27,656	24,486	27,382	27,466
001-2021-5002200	RETIREMENT	389,453	506,319	379,376	532,101	381,952	409,809
001-2021-5002209	RETIREMENT-CROSSING GUARD	772	1,046	3,716	990	1,407	1,618
001-2021-5002220	RETIREMENT-FLA LEAGUE	7,668	17,026	10,100	21,120	22,441	22,000
001-2021-5002221	FRS RETIREMENT-DISPATCH	14,582	21,370	41,811	27,448	32,976	33,902
001-2021-5002231	NATIONWIDE RETIREMENT-DISPATCH	7,977	10,059	6,700	8,687	9,323	12,495
001-2021-5002300	LIFE/HEALTH INSURANCE	131,357	366,222	271,403	203,947	361,840	354,673
001-2021-5002311	HEALTH INS-DISPATCH	25,660	44,961	30,896	13,845	34,663	22,715
001-2021-5002400	WORKERS COMPENSATION	81,682	87,009	96,815	98,338	98,338	104,411
001-2021-5002411	WORKERS COMP-DISPATCH	798	830	0	0	0	0
001-2021-5002415	WORKS COMP-CROSSING GUARDS	534	682	0	0	0	0
	TOTAL PERSONAL SERVICES	2,700,235	3,430,693	3,494,814	3,305,208	3,532,519	3,663,800
	OPERATING EXPENSES						
001-2021-5003100	PROFESSIONAL SERVICES	14,848	13,983	28,000	31,956	33,000	4,400
001-2021-5003101	MAINT SUPPORT/SOFTWARE	29,511	67,117	46,100	59,360	84,036	66,059
001-2021-5003420	CONTRACT SERVICES	44,817	46,105	59,000	44,283	50,000	53,050
001-2021-5003425	DONATIONS SPECIAL EVENT EXPENSES -	0	0	0	24,221	30,000	0
001-2021-5004000	TRAVEL & PER DIEM	14,555	16,298	10,000	3,201	3,157	10,000
001-2021-5004100	COMMUNICATIONS	23,302	36,114	60,030	57,400	58,000	52,000
001-2021-5004110	POSTAGE/FREIGHT	937	1,181	1,200	265	350	1,000
001-2021-5004300	UTILITIES-ELECTRIC	35,014	30,943	30,000	24,964	30,000	30,000

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

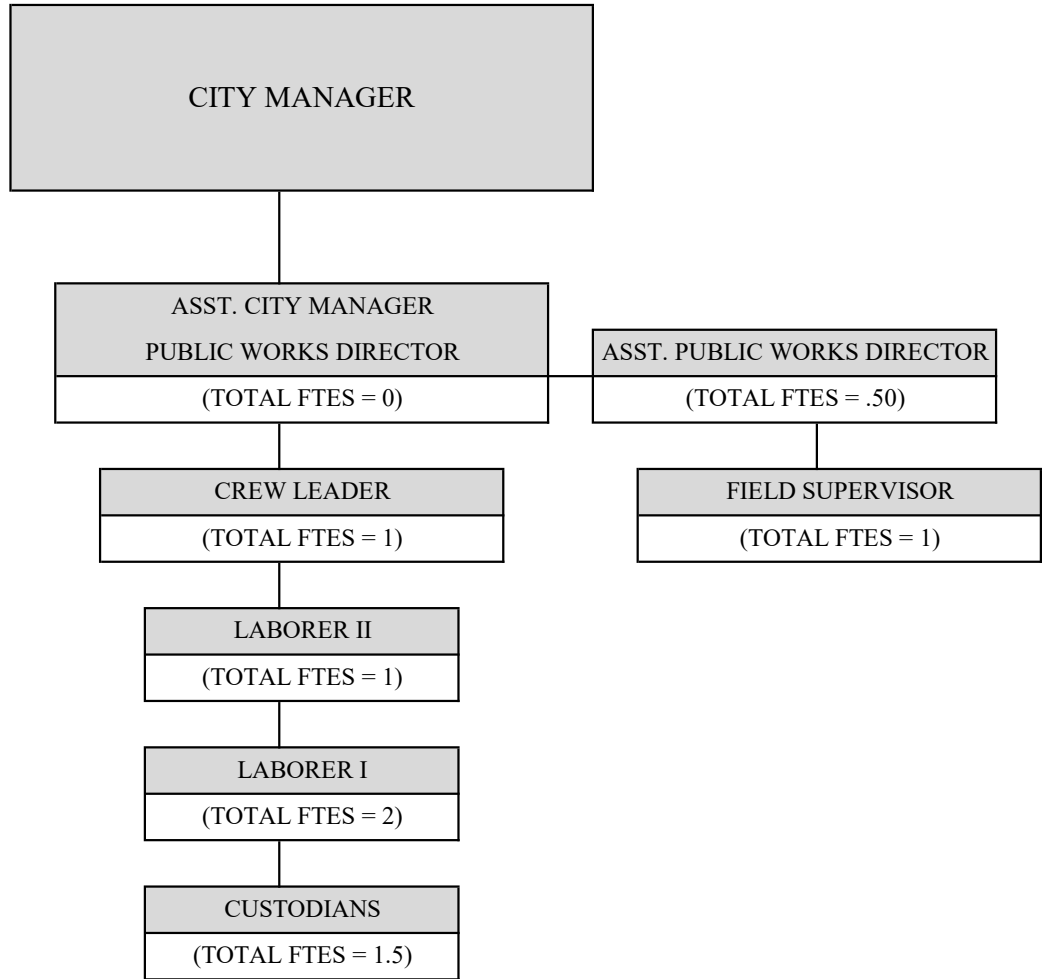
G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
001-2021-5004320	UTILITIES - WATER/SEWER	3,136	3,297	5,000	4,258	5,000	5,000
001-2021-5004500	INSURANCE	62,447	62,882	78,452	90,105	90,105	94,611
001-2021-5004610	EQUIPMENT MAINTENANCE	8,465	6,495	5,000	1,318	5,000	4,000
001-2021-5004615	RED LIGHT CAMERA/RENT/FEE	234,138	276,490	260,000	191,376	255,216	260,000
001-2021-5004616	RED LIGHT CAMERA LEGAL FEES	338	0	3,000	0	0	3,000
001-2021-5004620	VEHICLE MAINTENANCE	35,640	41,974	30,000	34,816	34,960	30,000
001-2021-5004640	BUILDING MAINTENANCE	9,746	18,117	25,000	4,829	10,000	20,000
001-2021-5004700	PRINTING & BINDING	2,237	4,060	2,500	3,242	4,054	2,000
001-2021-5004910	ADVERTISING	0	204	300	350	420	150
001-2021-5005100	OFFICE SUPPLIES	4,953	3,668	3,000	3,412	3,500	3,000
001-2021-5005200	OPERATING SUPPLIES	48,592	37,982	40,000	44,316	45,000	40,000
001-2021-5005220	UNIFORMS	24,353	24,187	24,000	41,838	50,101	24,000
001-2021-5005221	VESTS-USDOJ GRANT	0	0	0	165	165	0
001-2021-5005230	VEHICLE FUEL	74,782	71,720	75,000	68,561	75,000	75,000
001-2021-5005400	BOOKS, PUB, SUB & MEMBERSHIPS	1,346	1,650	1,500	2,160	2,160	1,625
001-2021-5005401	WELLNESS MEMBERSHIP	1,670	540	2,520	0	0	2,520
001-2021-5005403	EAP PROGRAM	0	1,766	883	685	800	0
001-2021-5005410	PROFESSIONAL DEVELOPMENT	17,302	5,460	20,000	21,894	22,000	20,000
001-2021-5005440	EXPLORER POST EXPENSES	4,200	0	0	0	0	0
001-2021-5005445	COMMUNITY AFFAIRS	0	120	1,000	2,649	4,366	1,000
TOTAL OPERATING EXPENSES		696,329	772,353	811,485	751,966	896,390	802,415
CAPITAL OUTLAY							
001-2021-5006200	BUILDINGS	4,200	0	0	0	0	0
001-2021-5006220	BUILDING IMPROVEMENTS	46,801	19,890	0	0	0	77,480
001-2021-5006400	EQUIPMENT	24,482	278,663	131,507	60,573	62,000	182,307
001-2021-5006431	VEHICLES	91,562	104,703	150,000	269,416	270,000	207,609
001-2021-5006443	EQUIPMENT	0	142,399	0	0	0	7,736
TOTAL CAPITAL OUTLAY		167,045	545,655	281,507	329,989	332,000	475,132
TRANSFERS							
001-2021-5009998	TRANSFERS OUT	159,867	133,272	160,000	159,968	159,968	159,474
TOTAL TRANSFERS		159,867	133,272	160,000	159,968	159,968	159,474

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED	
	TOTAL EXPENDITURES	3,723,476	4,881,973	4,747,806	4,547,131	4,920,878	5,100,821	
=====								

**PUBLIC WORKS
(001-3052)**

To provide quality, cost effective maintenance, repair, and expansion of the City's infrastructure for the public health, safety and welfare in the areas of Streets, Traffic Control Systems (including street signs), Facilities Maintenance, and Stormwater. To provide professional management of the Water, Wastewater, Solid Waste, Parks, Right-of-Way Maintenance, and Equipment Maintenance Departments which have their own budgets.



BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

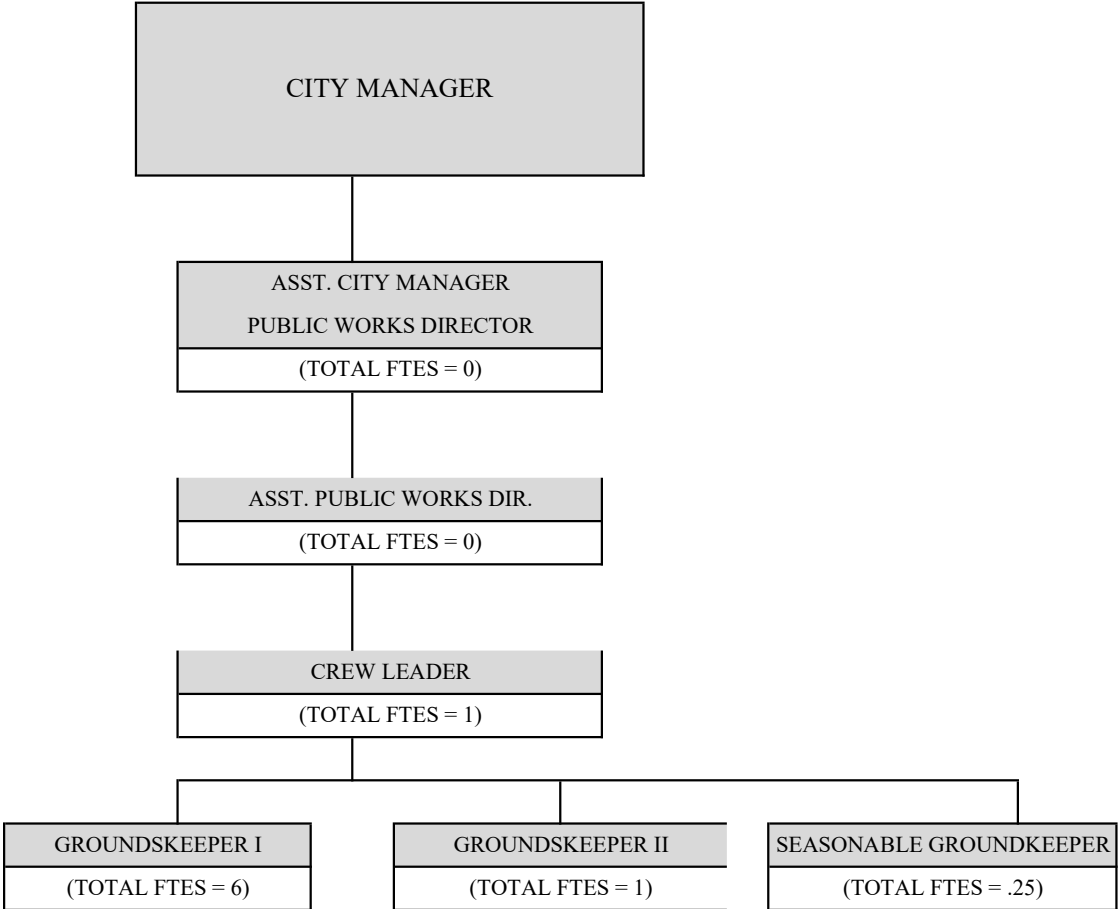
G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
PUBLIC WORKS							
PERSONAL SERVICES							
001-3052-5001200	SALARIES	225,962	259,661	264,076	285,476	316,239	283,744
001-3052-5001300	PUBLIC WORKS - SALARIES-PART TIME	12,777	45,767	50,546	17,674	12,412	53,248
001-3052-5001400	OVERTIME	22,190	15,796	6,200	24,723	31,912	6,200
001-3052-5002100	FICA	18,010	23,430	24,543	24,000	26,311	26,254
001-3052-5002200	RETIREMENT	30,941	42,678	41,013	43,200	47,040	46,614
001-3052-5002230	RETIREMENT-NATIONWIDE	20	20	0	0	0	0
001-3052-5002300	LIFE/HEALTH INSURANCE	49,399	81,085	51,235	40,755	81,528	72,183
001-3052-5002400	WORKERS COMPENSATION	21,567	29,369	32,676	33,092	33,092	35,240
TOTAL PERSONAL SERVICES		380,865	497,806	470,289	468,920	548,534	523,483
=====							
OPERATING EXPENSES							
001-3052-5003100	PROFESSIONAL SERVICES	2,800	5,620	7,212	3,335	3,676	7,212
001-3052-5003101	MAINT SUPPORT/SOFTWARE	2,056	3,718	1,700	2,859	2,859	9,574
001-3052-5004000	TRAVEL & PER DIEM	1,087	0	200	555	740	200
001-3052-5004100	COMMUNICATIONS	4,370	4,087	4,300	3,423	3,600	4,500
001-3052-5004110	POSTAGE/FREIGHT	230	80	100	324	415	200
001-3052-5004200	TREE MAINTENANCE	27,100	29,600	25,000	18,550	24,733	30,000
001-3052-5004300	UTILITIES-ELECTRIC	18,450	8,590	16,000	7,198	10,000	16,000
001-3052-5004310	UTILITIES-STREET LIGHTS	120,306	112,941	89,000	98,167	103,341	99,000
001-3052-5004320	UTILITIES - WATER/SEWER	1,510	2,146	2,000	1,969	2,016	2,000
001-3052-5004500	INSURANCE	15,780	16,875	21,053	24,180	24,180	25,389
001-3052-5004610	EQUIPMENT MAINTENANCE	937	1,736	10,000	16,448	20,000	10,000
001-3052-5004611	RAILROAD SIGNAL MAINT	16,714	21,083	15,000	0	0	15,000
001-3052-5004613	TRAFFIC SIGNAL MAINT	19,790	9,192	37,172	5,838	7,784	37,172
001-3052-5004620	VEHICLE MAINTENANCE	14,744	12,056	6,000	11,209	13,711	15,000
001-3052-5004640	BUILDING MAINTENANCE	6,881	4,851	6,000	13,746	16,867	15,000
001-3052-5004910	ADVERTISING	42	722	200	0	0	200
001-3052-5005100	OFFICE SUPPLIES	516	418	750	452	591	750
001-3052-5005200	OPERATING SUPPLIES	33,635	31,017	35,000	34,203	35,364	40,000
001-3052-5005220	UNIFORMS	3,049	915	2,100	1,535	1,607	2,100
001-3052-5005230	VEHICLE FUEL	11,288	17,445	13,000	18,778	21,791	13,000
001-3052-5005310	STREET MAINTENANCE	8,311	14,099	15,000	11,476	12,217	15,000

**BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)**

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
001-3052-5005330	LANDFILL FEES - STREETS	2,074	711	3,000	537	716	3,000
001-3052-5005332	WEED CONTROL	0	600	0	0	0	0
001-3052-5005400	BOOKS, PUB, SUB & MEMBERSHIPS	0	50	500	0	0	500
001-3052-5005401	WELLNESS MEMBERSHIP	300	90	240	0	0	300
001-3052-5005403	EAP PROGRAM	0	513	257	266	266	257
001-3052-5005410	PROFESSIONAL DEVELOPMENT	2,461	5,371	2,000	1,011	1,300	3,500
TOTAL OPERATING EXPENSES		314,430	304,528	312,784	276,059	307,773	364,854
CAPITAL OUTLAY							
001-3052-5006200	BUILDINGS	201,474	18,644	0	46,850	46,850	0
001-3052-5006300	IMPROVEMENTS OTHER THAN BLDGS	145,995	976,694	0	1,057	1,057	0
001-3052-5006304	PAVEMENT MARKINGS	2,933	1,929	15,000	5,537	15,934	5,000
001-3052-5006370	STREET PAVING	65,058	62,859	2,000,000	10,397	3,216,000	0
001-3052-5006380	DIRT TO PAVE (5 CENT GAS TAX)	0	44,000	800,000	0	0	400,000
001-3052-5006400	EQUIPMENT	0	5,938	130,000	112,479	112,360	0
001-3052-5006431	VEHICLES	0	0	90,000	66,289	66,289	0
001-3052-5006493	SIGN PROGRAM	19,951	14,934	30,000	17,629	23,000	30,000
001-3052-5006495	SIDEWALK PROGRAM	66,453	102,915	45,000	533,302	742,552	45,000
TOTAL CAPITAL OUTLAY		501,864	1,227,912	3,110,000	793,539	4,224,042	480,000
TRANSFERS							
001-3052-5009998	TRANSFERS OUT	0	50,207	0	0	0	0
TOTAL TRANSFERS		0	50,207	0	0	0	0
TOTAL EXPENDITURES		1,197,159	2,080,453	3,893,073	1,538,518	5,080,349	1,368,337

RIGHT-OF-WAY MAINTENANCE
(001-3053)

To maintain all right-of-ways within the City limits in a safe, quality, and cost effective manner that promotes pride in the community and contributes positively to the quality of life for all uses of our right-of-ways.



**BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)**

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
RIGHT-OF-WAY MAINTENANCE							
PERSONAL SERVICES							
001-3053-5001200	SALARIES	70,765	253,707	280,797	291,847	322,500	300,363
001-3053-5001400	OVERTIME	1,504	10,490	500	7,569	8,631	1,200
001-3053-5002100	FICA	5,412	19,697	21,519	22,105	24,427	23,070
001-3053-5002200	RETIREMENT	6,355	31,650	33,467	40,416	44,475	41,062
001-3053-5002230	RETIREMENT-NATIONWIDE	1,354	0	0	0	0	0
001-3053-5002300	LIFE/HEALTH INSURANCE	10,159	58,707	69,821	55,307	80,468	95,159
001-3053-5002400	WORKERS COMPENSATION	4,431	10,728	11,942	12,094	12,094	12,879
TOTAL PERSONAL SERVICES		99,980	384,978	418,046	429,338	492,594	473,732
=====							
OPERATING EXPENSES							
001-3053-5003100	PROFESSIONAL SERVICES	856	3,997	722	3,353	4,000	2,000
001-3053-5003400	CONT SERVICES	165,907	12,954	0	0	0	0
001-3053-5004610	EQUIPMENT MAINTENANCE	3,973	12,423	5,000	11,906	12,007	10,000
001-3053-5004620	VEHICLE MAINTENANCE	3,729	1,546	2,000	3,019	3,500	3,000
001-3053-5005200	OPERATING SUPPLIES	2,449	5,689	4,000	3,229	3,635	4,000
001-3053-5005220	UNIFORMS	367	887	1,000	947	1,263	2,000
001-3053-5005230	VEHICLE FUEL	4,340	7,541	10,000	8,136	8,407	10,000
001-3053-5005403	EAP PROGRAM	0	77	38	30	30	38
001-3053-5005410	PROFESSIONAL DEVELOPMENT	0	75	200	0	0	200
TOTAL OPERATING EXPENSES		181,622	45,189	22,960	30,620	32,841	31,238

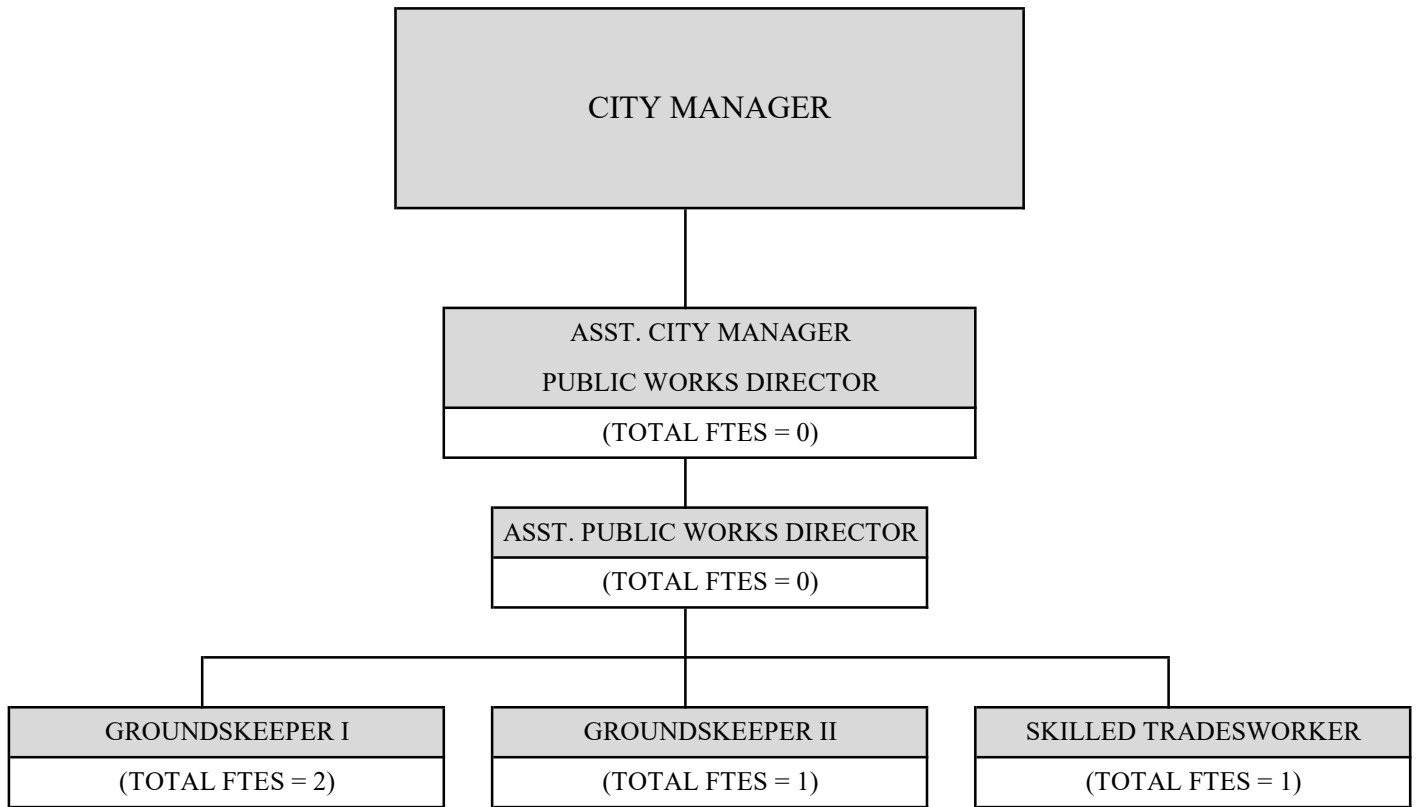
CAPITAL OUTLAY							
001-3053-5006400	EQUIPMENT	0	13,785	97,000	107,986	107,986	74,500
TOTAL CAPITAL OUTLAY		0	13,785	97,000	107,986	107,986	74,500
=====							
TRANSFERS							
TOTAL TRANSFERS		0	0	0	0	0	0

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED	
	TOTAL EXPENDITURES	281,601	443,953	538,006	567,944	633,421	579,470	

**PARKS
(001-3072)**

To maintain the City Parks, recreational facilities, and swimming pool in a manner that promotes citizen pride in the City and contributes positively to the quality of life for all users of these facilities.



**BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)**

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	PARKS						
	PERSONAL SERVICES						
001-3072-5001200	SALARIES	102,157	84,729	87,826	52,352	61,820	127,331
001-3072-5001300	SALARIES-PART TIME	13,744	22,550	16,992	25,478	30,013	0
001-3072-5001400	OVERTIME	21,473	31,454	4,000	33,256	37,029	5,000
001-3072-5002100	FICA	10,121	10,451	8,325	8,364	10,398	10,123
001-3072-5002200	RETIREMENT	14,974	16,787	12,964	14,899	18,558	17,996
001-3072-5002230	RETIREMENT-NATIONWIDE	50	0	0	0	0	0
001-3072-5002300	LIFE/HEALTH INSURANCE	12,861	23,679	15,023	5,665	15,658	21,390
001-3072-5002400	WORKERS COMPENSATION	10,126	11,469	12,762	12,925	12,925	13,763
	TOTAL PERSONAL SERVICES	185,506	201,120	157,892	152,938	186,401	195,603
	OPERATING EXPENSES						
001-3072-5003100	PROFESSIONAL SERVICES	1,929	9,980	1,625	59,013	105,000	80,000
001-3072-5003101	MAINT SUPPORT/SOFTWARE	288	0	500	268	500	500
001-3072-5003424	LANDSCAPING	8,484	5,920	25,000	13,000	20,000	20,000
001-3072-5004100	COMMUNICATIONS	87	0	220	0	0	220
001-3072-5004200	TREE MAINTENANCE	0	0	0	3,000	3,000	0
001-3072-5004300	UTILITIES-ELECTRIC	17,864	13,641	12,500	13,403	33,706	12,500
001-3072-5004320	UTILITIES - WATER/SEWER	14,924	18,796	12,000	15,556	16,232	13,000
001-3072-5004500	INSURANCE	39,740	44,916	56,037	64,361	64,361	67,579
001-3072-5004610	EQUIPMENT MAINTENANCE	5,626	2,512	4,000	6,661	8,512	10,000
001-3072-5004620	VEHICLE MAINTENANCE	1,871	1,092	3,000	763	929	3,000
001-3072-5004640	BUILDING MAINTENANCE	18,234	18,223	8,000	38,976	43,467	35,000
001-3072-5005200	OPERATING SUPPLIES	54,529	25,125	47,000	34,858	47,000	47,000
001-3072-5005202	POOL SUPPLIES	8,680	5,113	10,000	2,033	2,500	10,000
001-3072-5005211	GCS ATH ASSOC CONTRIB	0	5,000	5,000	5,000	5,000	5,000
001-3072-5005220	UNIFORMS	3,569	811	1,500	0	1,500	1,500
001-3072-5005230	VEHICLE FUEL	3,643	4,415	5,000	3,771	4,296	5,000
001-3072-5005401	WELLNESS MEMBERSHIP	120	30	120	0	120	120
001-3072-5005403	EAP PROGRAM	0	230	115	130	130	115
001-3072-5005410	PROFESSIONAL DEVELOPMENT	39	423	200	845	1,127	1,200
	TOTAL OPERATING EXPENSES	179,627	156,226	191,817	261,637	357,380	311,734

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED

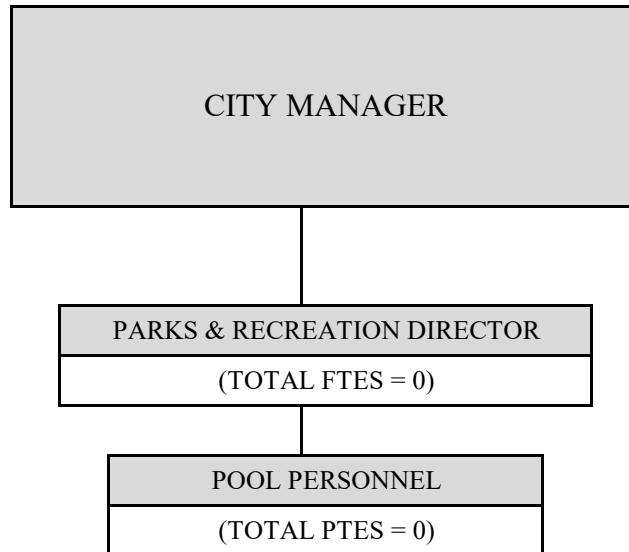
	CAPITAL OUTLAY						
001-3072-5006300	IMPROVT OTHER THAN BLDGS	201,684	144,827	490,000	348,442	507,377	470,000
001-3072-5006400	EQUIPMENT	49,233	6,237	23,500	14,513	15,000	24,000
001-3072-5006430	PALMETTO TRAIL	84,953	1,452,077	0	35,132	35,132	0

	TOTAL CAPITAL OUTLAY	335,870	1,603,141	513,500	398,086	557,509	494,000
=====							
	TRANSFERS						
001-3072-5009998	TRANSFERS OUT	80,930	81,445	81,000	80,555	81,000	81,396

	TOTAL TRANSFERS	80,930	81,445	81,000	80,555	81,000	81,396
=====							
	TOTAL EXPENDITURES	781,933	2,041,932	944,209	893,217	1,182,289	1,082,734
=====							

PARKS & RECREATION PROGRAMMING
(001-3073)

The Parks and Recreation Programming mission is to provide a variety of recreation, education and human health programs, that contribute to the well-being of the citizens of Green Cove Springs. Also, to provide safe and well maintained parks and offer affordable programs for the community.

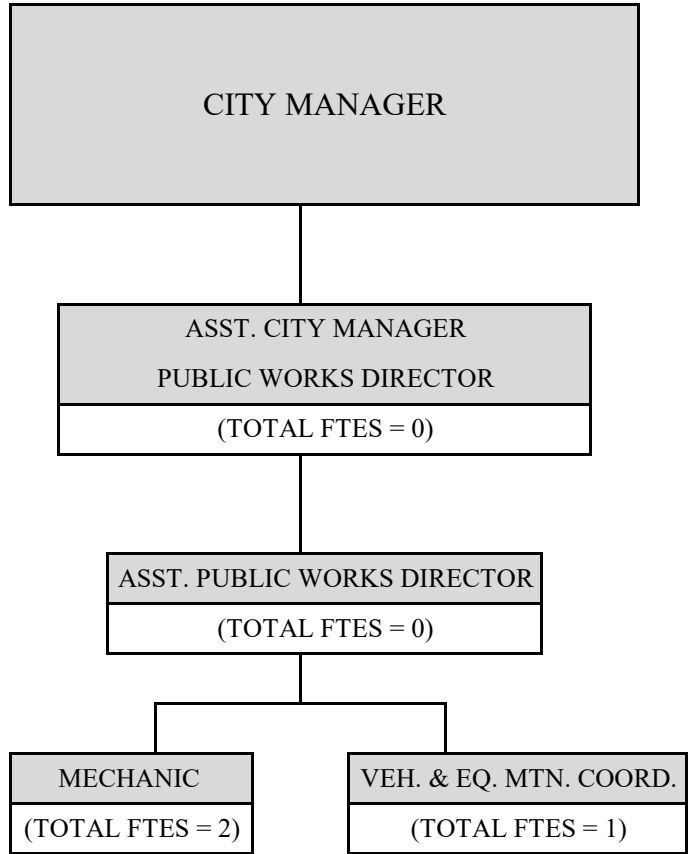


**BUDGET APPROPRIATIONS - DETAIL
 GENERAL FUND (RPT 20040)**

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	PARKS & RECREATION PROGRAMMING						
	PERSONAL SERVICES						
	TOTAL PERSONAL SERVICES	0	0	0	0	0	0
	OPERATING EXPENSES						
001-3073-5003100	PROFESSIONAL SERVICES	72,000	79,000	84,000	65,800	84,000	84,000
001-3073-5005202	POOL SUPPLIES	123	0	0	0	0	0
	TOTAL OPERATING EXPENSES	72,123	79,000	84,000	65,800	84,000	84,000
	CAPITAL OUTLAY						
	TOTAL CAPITAL OUTLAY	0	0	0	0	0	0
	TRANSFERS						
	TOTAL TRANSFERS	0	0	0	0	0	0
	TOTAL EXPENDITURES	72,123	79,000	84,000	65,800	84,000	84,000

EQUIPMENT MAINTENANCE
(001-3090)

To provide comprehensive maintenance to all City vehicles, equipment and emergency stand-by power generators ensuring that they are readily available and safe for daily operations and emergency response.



**BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)**

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
EQUIPMENT MAINTENANCE							
PERSONAL SERVICES							
001-3090-5001200	SALARIES	119,547	145,769	140,085	134,967	145,685	155,347
001-3090-5001400	OVERTIME	3,195	2,562	3,000	4,288	5,717	3,000
001-3090-5002100	FICA	8,828	10,840	10,946	10,190	11,087	12,114
001-3090-5002200	RETIREMENT	13,357	17,972	16,782	18,754	20,248	21,583
001-3090-5002300	LIFE/HEALTH INSURANCE	16,830	38,084	22,091	19,737	36,075	30,144
001-3090-5002400	WORKERS COMPENSATION	3,937	4,090	4,560	4,618	4,618	4,918
TOTAL PERSONAL SERVICES		165,694	219,317	197,464	192,555	223,430	227,105
=====							
OPERATING EXPENSES							
001-3090-5003100	PROFESSIONAL SERVICES	1,080	1,300	1,500	1,568	1,850	2,300
001-3090-5003101	MAINT SUPPORT/SOFTWARE	288	239	3,300	567	1,000	3,300
001-3090-5003420	TEMPORARY LABOR	0	0	0	26	26	0
001-3090-5004300	UTILITIES-ELECTRIC	546	477	500	341	500	500
001-3090-5004320	UTILITIES - WATER/SEWER	3,202	2,812	2,500	2,236	2,417	3,000
001-3090-5004500	INSURANCE	384	405	506	581	581	610
001-3090-5004610	EQUIPMENT MAINTENANCE	97	640	3,000	113	151	2,500
001-3090-5004620	VEHICLE MAINTENANCE	102	695	800	1,252	1,669	1,500
001-3090-5004640	BUILDING MAINTENANCE	1,421	0	500	8	8	2,000
001-3090-5005200	OPERATING SUPPLIES	6,729	5,445	9,000	6,720	7,000	9,000
001-3090-5005220	UNIFORMS	1,549	571	1,200	0	1,200	1,200
001-3090-5005230	VEHICLE FUEL	1,151	1,413	1,200	1,215	1,305	1,200
001-3090-5005401	WELLNESS MEMBERSHIP	120	30	120	0	0	120
001-3090-5005403	EAP PROGRAM	0	77	38	40	40	38
001-3090-5005410	PROFESSIONAL DEVELOPMENT	0	0	500	0	500	1,500
TOTAL OPERATING EXPENSES		16,668	14,104	24,664	14,667	18,247	28,768
=====							
CAPITAL OUTLAY							
001-3090-5006400	EQUIPMENT	0	0	31,000	10,380	10,380	11,500
=====							

BUDGET APPROPRIATIONS - DETAIL
GENERAL FUND (RPT 20040)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	TOTAL CAPITAL OUTLAY	0	0	31,000	10,380	10,380	11,500
	TRANSFERS						
	TOTAL TRANSFERS	0	0	0	0	0	0
	TOTAL EXPENDITURES	182,363	233,421	253,128	217,602	252,058	267,373

BUDGET APPROPRIATIONS - DETAIL
101 - DISASTER FUND (RTP 20050)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	101 - DISASTER FUND						
	BEG. BALANCES & REVENUES						
	USE OF FUND BALANCE	0	0	0	0	0	0
	TAXES						
	AD VALOREM TAXES						
	TOTAL AD VALOREM TAXES	0	0	0	0	0	0
	OTHER TAXES						
	TOTAL OTHER TAXES	0	0	0	0	0	0
	TOTAL AD VALOREM & OTHER TAXES	0	0	0	0	0	0
	PERMITS AND FEES						
	TOTAL PERMITS AND FEES	0	0	0	0	0	0

BUDGET APPROPRIATIONS - DETAIL
101 - DISASTER FUND (RTP 20050)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	INTERGOVERNMENTAL						
	TOTAL INTERGOVERNMENTAL	0	0	0	0	0	0
	CHARGES FOR SERVICES						
	TOTAL CHARGES FOR SERVICES	0	0	0	0	0	0
	FINES AND FORFEITURES						
	TOTAL FINES AND FORFEITURES	0	0	0	0	0	0
	INVESTMENT INCOME						
	TOTAL INVESTMENT INCOME	0	0	0	0	0	0
	MISCELLANEOUS						
	TOTAL MISCELLANEOUS	0	0	0	0	0	0
	OTHER FINANCING SOURCES						
	TOTAL OTHER FINANCING SOURCES	0	0	0	0	0	0
	TRANSFERS						
	TOTAL TRANSFER	0	0	0	0	0	0
	TOTAL BEG. BALANCE & REVENUES	0	0	0	0	0	0
	HURRICANE - HERMINE	0	0	0	0	0	0

BUDGET APPROPRIATIONS - DETAIL
101 - DISASTER FUND (RTP 20050)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	HURRICANE - MATTHEW	0	0	0	0	0	0
	HURRICANE - IRMA	0	0	0	0	0	0
	HURRICANE - IAN	0	0	0	0	0	0
	COVID	0	0	0	0	0	0
	ARPA	0	0	0	1,956,196	0	0
	HURRICANE - NICOLE	0	0	0	0	0	0
	TOTAL EXPENDITURES	0	0	0	1,956,196	0	0
	ENDING CASH	0	0	0	1,956,196-	0	0

BUDGET APPROPRIATIONS - DETAIL
 101 - DISASTER FUND (RPT 20060)

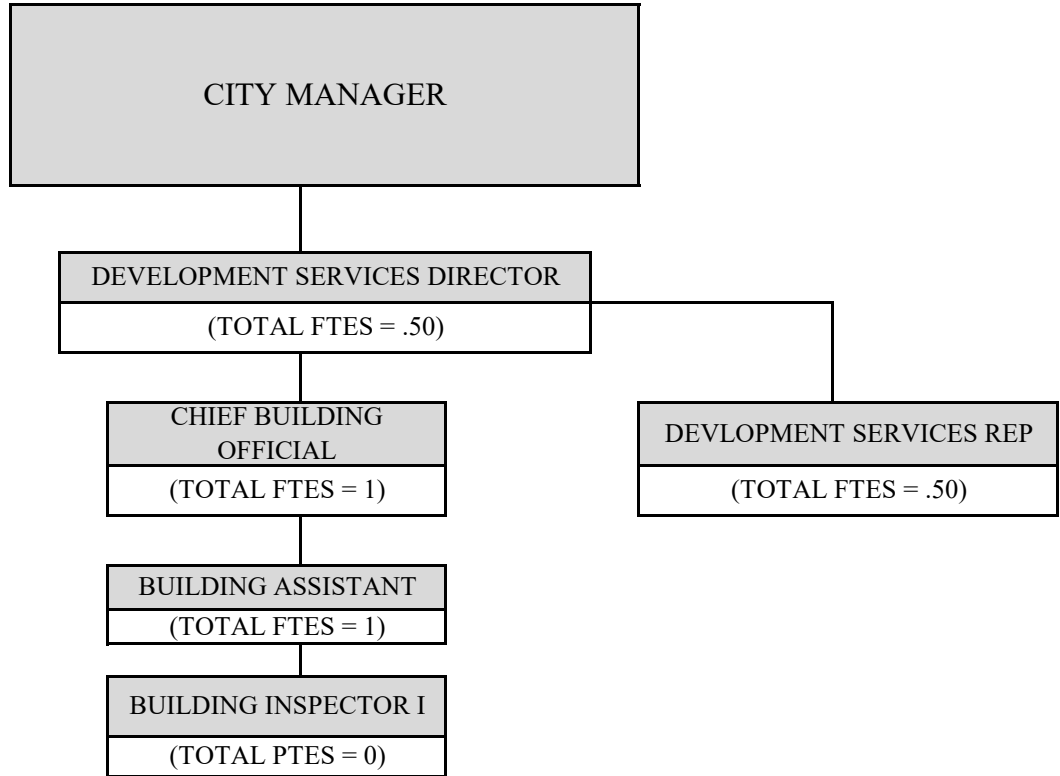
G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	HURRICAN - HERMINE						
	TOTAL HURRICANE HERMINE	0	0	0	0	0	0
	HURRICANE - MATTHEW						
	TOTAL HURRICANE MATTHEW	0	0	0	0	0	0
	HURRICAN - IRMA						
	TOTAL HURRICANE IRMA	0	0	0	0	0	0
	HURRICANE - IAN						
	TOTAL HURRICANE IAN	0	0	0	0	0	0
	COVID						
	TOTAL COVID	0	0	0	0	0	0
	ARPA						
101-1006-5006403	ARPA - WALNUT ST IMPROVEMENTS	0	0	0	1,956,196	0	0
	TOTAL ARPA	0	0	0	1,956,196	0	0
	HURRICAN - NICOLE						
	TOTAL HURRICANE NICOLE	0	0	0	0	0	0
	TRANSFERS						
	TOTAL TRANSFERS	0	0	0	0	0	0

BUDGET APPROPRIATIONS - DETAIL
101 - DISASTER FUND (RPT 20060)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	TOTAL EXPENDITURES	0	0	0	1,956,196	0	0
	TOTAL EXPENDITURES	0	0	0	0	0	0

BUILDING FUND
(102)

To ensure development proposals comply with building codes and ordinances, regulations and standards set forth by the Florida Building Code by reviewing building plans, issuing permits, and performing inspections at the various stages of construction.



BUDGET APPROPRIATIONS - DETAIL
102 - BUILDING PERMIT FUN (RPT 20063)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
102 - BUILDING PERMIT FUND							
BEG. BALANCES & REVENUES							
102-2400000	FUND BAL - BEG. BUILDING FUND	0	0	52,698	0	0	80,056
	USE OF FUND BALANCE	0	0	52,698	0	0	80,056
=====							
CHARGES FOR SERVICES							
102-3221000	BLDG PERMITS-RESIDENTIAL	107,474	116,221	165,000	115,562	130,000	165,000
102-3221010	BLDG PERMITS-COMMERCIAL	74,636	35,799	165,000	255,026	278,000	165,000
102-3221100	BLDG INSPECTIONS	2,100	7,300	4,500	950	1,500	4,500
102-3222000	PLAN REVIEWS	9,240	7,530	10,000	14,115	14,620	10,000
102-3222301	SURCHARGE	3,310	0	5,000	5,256	6,000	5,000
	TOTAL CHARGES FOR SERVICES	196,760	166,850	349,500	390,909	430,120	349,500

FINES AND FORFEITURES							
	TOTAL FINES AND FORFEITURES	0	0	0	0	0	0

INVESTMENT INCOME							
	TOTAL INVESTMENT INCOME	0	0	0	0	0	0

MISCELLANEOUS							
102-3699240	SCHOOL IMPACT FEES	2,022	0	4,000	0	0	4,000
	TOTAL MISCELLANEOUS	2,022	0	4,000	0	0	4,000

OTHER FINANCING SOURCES							
	TOTAL OTHER FINANCING SOURCES	0	0	0	0	0	0

TRANSFERS							

BUDGET APPROPRIATIONS - DETAIL
102 - BUILDING PERMIT FUN (RPT 20063)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
102-3823000	TRANSFERS IN FROM ELECTRIC FUND	0	0	0	0	0	11,460
	TOTAL TRANSFER	0	0	0	0	0	11,460
	TOTAL BEG. BALANCE & REVENUES	198,782	166,850	406,198	390,909	430,120	445,016
	BUILDING PERMIT	356,879	379,554	406,198	383,693	442,994	445,016
	TOTAL EXPENDITURES	356,879	379,554	406,198	383,693	442,994	445,016
	ENDING CASH	158,097-	212,704-	0	7,216	12,874-	0

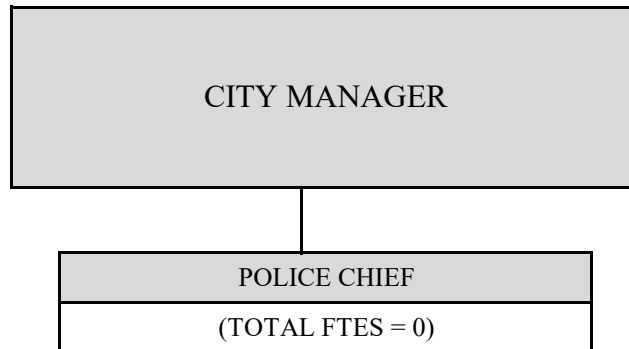
BUDGET APPROPRIATIONS - DETAIL
102 - BUILDING PERMIT FUND(RPT 20064)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
BUILDING PERMIT							
PERSONAL SERVICES							
102-1516-5001200	SALARIES	109,841	213,202	241,724	240,118	270,469	245,921
102-1516-5001400	OVERTIME	505	1,254	0	182	250	150
102-1516-5002100	FICA	8,363	16,289	18,492	17,794	20,049	18,824
102-1516-5002200	RETIREMENT	20,528	38,292	38,718	44,117	49,374	45,916
102-1516-5002300	LIFE/HEALTH INS	3,641	10,657	12,103	17,965	23,738	31,146
102-1516-5002400	WORKERS COMPENSATION	310	326	361	366	366	389
TOTAL PERSONAL SERVICES		143,187	280,020	311,398	320,543	364,246	342,346
=====							
OPERATING EXPENSES							
102-1516-5003100	PROFESSIONAL SERVICES	148,230	33,009	20,000	941	1,001	20,000
102-1516-5003101	MAINT SUPPORT/SOFTWARE	14,046	16,041	17,300	20,382	20,000	17,300
102-1516-5003210	AUDITING	5,000	0	5,000	6,031	7,000	5,250
102-1516-5004000	TRAVEL & PER DIEM	0	0	0	0	0	500
102-1516-5004400	RENTS & LEASES	40,000	40,000	40,000	30,000	40,000	40,000
102-1516-5004500	INSURANCE	428	468	584	671	671	704
102-1516-5004610	EQUIPMENT MAINTENANCE	3,970	3,828	4,000	2,107	4,000	4,000
102-1516-5004700	PRINTING & BINDING	0	0	1,000	0	0	1,000
102-1516-5004910	ADVERTISING	46	0	200	0	0	200
102-1516-5005100	OFFICE SUPPLIES	266	432	1,000	825	1,000	1,000
102-1516-5005200	OPERATING SUPPLIES	1,218	2,114	3,000	560	3,000	3,000
102-1516-5005230	VEHICLE FUEL	208	598	500	1,148	1,500	500
102-1516-5005400	MEMBERSHIP DUES	0	0	0	277	277	1,000
102-1516-5005401	WELLNESS MEMBERSHIP	60	15	120	0	0	120
102-1516-5005403	EAP PROGRAM	0	192	96	100	100	96
102-1516-5005410	PROFESSIONAL DEVELOPMENT	219	875	2,000	110	200	2,000
TOTAL OPERATING EXPENSES		213,692	97,572	94,800	63,151	78,748	96,670
=====							
CAPITAL OUTLAY							
102-1516-5006400	EQUIPMENT	0	1,963	0	0	0	6,000

BUDGET APPROPRIATIONS - DETAIL
102 - BUILDING PERMIT FUND(RPT 20064)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	TOTAL CAPITAL OUTLAY	0	1,963	0	0	0	6,000
	TRANSFERS						
	TOTAL TRANSFERS	0	0	0	0	0	0
	TOTAL EXPENDITURES	356,879	379,554	406,198	383,693	442,994	445,016
	TOTAL EXPENDITURES	0	0	0	0	0	0

SPECIAL LAW ENFORCEMENT TRUST
(104)



BUDGET APPROPRIATIONS - DETAIL
104 - SPEICAL LAW ENFORC (RPT 20070)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	104 - SPECIAL LAW ENFORCEMENT						
	BEG. BALANCES & REVENUES						
104-2400000	FUND BAL - BEG. SPECIAL LAW ENFORCE	0	0	16,100	0	16,000	16,100
	USE OF FUND BALANCE	0	0	16,100	0	16,000	16,100
	FINES AND FORFEITURES						
	TOTAL FINES AND FORFEITURES	0	0	0	0	0	0
	INVESTMENT INCOME						
	TOTAL INVESTMENT INCOME	0	0	0	0	0	0
	MISCELLANEOUS						
	TOTAL MISCELLANEOUS	0	0	0	0	0	0
	OTHER FINANCING SOURCES						
	TOTAL OTHER FINANCING SOURCES	0	0	0	0	0	0
	TRANSFERS						
	TOTAL TRANSFER	0	0	0	0	0	0
	TOTAL BEG. BALANCE & REVENUES	0	0	16,100	0	16,000	16,100
	SPECIAL LAW ENFORCEMENT	0	21,521	16,100	0	16,100	16,100
	TOTAL EXPENDITURES	0	21,521	16,100	0	16,100	16,100

BUDGET APPROPRIATIONS - DETAIL
104 - SPECIAL LAW ENFORC (RPT 20080)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
PERSONAL SERVICES							

	TOTAL PERSONAL SERVICES	0	0	0	0	0	0

OPERATING EXPENSES							
104-2021-5005200	POLICE - OPERATING SUPPLIES	0	17,536	1,100	0	1,100	1,100
104-2021-5005410	POLICE - PROFESSIONAL DEVELOPMENT	0	3,985	15,000	0	15,000	15,000

	TOTAL OPERATING EXPENSES	0	21,521	16,100	0	16,100	16,100

CAPITAL OUTLAY							

	TOTAL CAPITAL OUTLAY	0	0	0	0	0	0

DEBT SERVICE							

	TOTAL DEBT SERVICE	0	0	0	0	0	0

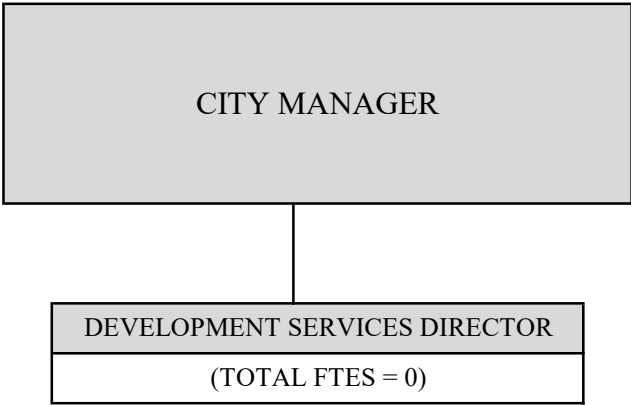
TRANSFERS							

	TOTAL TRANSFERS	0	0	0	0	0	0

	TOTAL EXPENDITURES	0	21,521	16,100	0	16,100	16,100
=====							

CRA
(107-1515)

The purpose of the Community Redevelopment Agency is to rehabilitate, conserve, and redevelop areas within its geographical boundaries as shown on the Community Redevelopment District Map in accordance with the Community Redevelopment Plan. The Community Redevelopment Agency (CRA) was established in 2023 upon approval by the City of Green Cove Springs and the Clay County Board of County Commissioners of slum and blight within the designated area pursuant to statutory requirements. The members of the CRA serve as the Community Redevelopment Agency and governing board. The CRA includes 2 members appointed by the City Council, 2 members appointed by the County Commission and the 5th member appointed by the other four members. The CRA is staffed by the Development Services Department.



BUDGET APPROPRIATIONS - DETAIL
 107 - CRA (RPT 20085)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	107 - COMMUNITY REDEVELOPMENT						
	BEG. BALANCES & REVENUES						
	USE OF FUND BALANCE	0	0	0	0	0	0
	TAXES						
107-3111000	AD VALOREM TAXES-CURRENT	0	0	0	0	0	47,492
	TOTAL TAXES	0	0	0	0	0	47,492
	TOTAL BEG. BALANCE & REVENUES	0	0	0	0	0	47,492
	COMMUNITY REDEVELOPMENT AGENCY	0	0	0	0	0	47,492
	TOTAL EXPENDITURES	0	0	0	0	0	47,492
	ENDING CASH	0	0	0	0	0	0

BUDGET APPROPRIATIONS - DETAIL
107 - CRA (RPT 20087)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	PERSONAL SERVICES						
	TOTAL PERSONAL SERVICES	0	0	0	0	0	0
	OPERATING EXPENSES						
	TOTAL OPERATING EXPENSES	0	0	0	0	0	0
	CAPITAL OUTLAY						
107-1515-5006500	CAPITAL OUTLAY	0	0	0	0	0	47,492
	TOTAL CAPITAL OUTLAY	0	0	0	0	0	47,492
	TOTAL EXPENDITURES	0	0	0	0	0	47,492

BUDGET APPROPRIATIONS - DETAIL
300- GEN CAPITAL PRO FUND (RPT 20090)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	300 - GENERAL CAPITAL IMPRO						
	BEG. BALANCES & REVENUES						
	USE OF FUND BALANCE	0	0	0	0	0	0
	OTHER FINANCING SOURCES						
	TOTAL OTHER FINANCING SOURCES	0	0	0	0	0	0
	TRANSFERS						
300-3832101	TRANSFERS IN	159,867	133,272	160,000	159,968	159,968	159,474
	TOTAL TRANSFER	159,867	133,272	160,000	159,968	159,968	159,474
	TOTAL BEG. BALANCE & REVENUES	159,867	133,272	160,000	159,968	159,968	159,474
	GEN. CAPITAL IMPR - POLICE EOC	159,867	160,438	160,000	159,968	159,968	159,474
	TOTAL EXPENDITURES	159,867	160,438	160,000	159,968	159,968	159,474
	ENDING CASH	0	27,166-	0	0-	0	0

BUDGET APPROPRIATIONS - DETAIL
300 - GEN CAPITAL IMPROV (RPT 20100)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	PERSONAL SERVICES						
	TOTAL PERSONAL SERVICES	0	0	0	0	0	0
	OPERATING EXPENSES						
	TOTAL OPERATING EXPENSES	0	0	0	0	0	0
	CAPITAL OUTLAY						
	TOTAL CAPITAL OUTLAY	0	0	0	0	0	0
	DEBT SERVICE						
300-2021-5007100	PRINCIPAL ON DEBT	148,000	151,000	153,000	153,000	153,000	155,000
300-2021-5007200	INTEREST ON NOTE	11,867	9,438	7,000	6,968	6,968	4,474
	TOTAL DEBT SERVICE	159,867	160,438	160,000	159,968	159,968	159,474
	TRANSFERS						
	TOTAL TRANSFERS	0	0	0	0	0	0
	TOTAL EXPENDITURES	159,867	160,438	160,000	159,968	159,968	159,474

BUDGET APPROPRIATIONS - DETAIL
310 - SPRING PARK CAP IMPRO (RPT 20110)

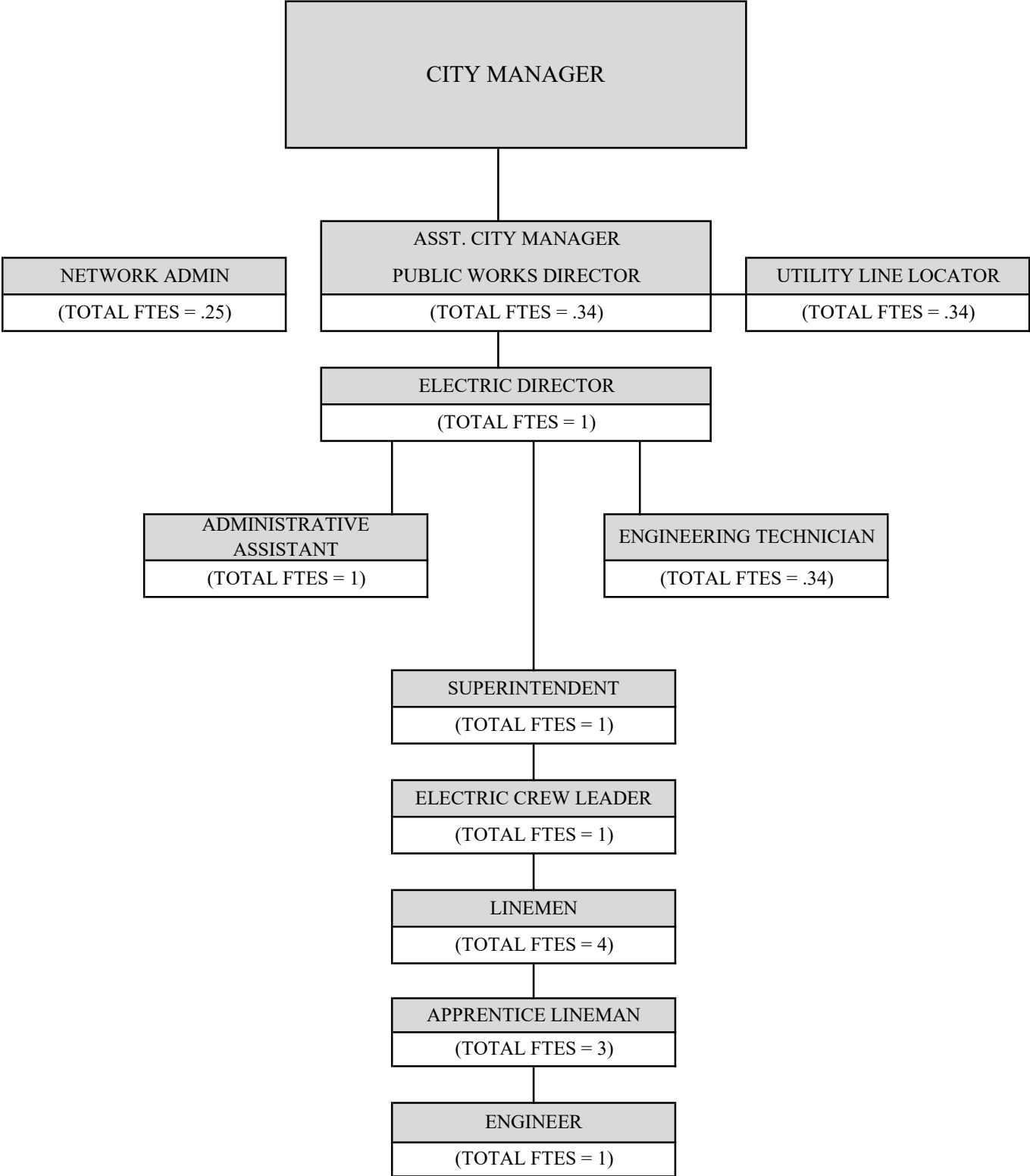
G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	310 - SPRING PARK CAPITAL IMPR						
	BEG. BALANCES & REVENUES						
	USE OF FUND BALANCE	0	0	0	0	0	0.00
	OTHER FINANCING SOURCES						
	TOTAL OTHER FINANCING SOURCES	0	0	0	0	0	0.00
	TRANSFERS						
310-3832101	TRANSFERS IN	80,930	81,445	81,000	80,555	80,938	81,396.25
	TOTAL TRANSFER	80,930	81,445	81,000	80,555	80,938	81,396.25
	TOTAL BEG. BALANCE & REVENUES	80,930	81,445	81,000	80,555	80,938	81,396.25
	SPRING PARK CAPITAL IMPROV 310	80,930	81,445	81,000	80,938	80,938	81,396.25
	TOTAL EXPENDITURES	80,930	81,445	81,000	80,938	80,938	81,396.25
	ENDING CASH	0	0	0	383-	0	0.00

BUDGET APPROPRIATIONS - DETAIL
310 -SPRING PARK CAP IMPRO (RPT 20120)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	PERSONAL SERVICES						
	TOTAL PERSONAL SERVICES	0	0	0	0	0	0.00
	OPERATING EXPENSES						
	TOTAL OPERATING EXPENSES	0	0	0	0	0	0.00
	CAPITAL OUTLAY						
	TOTAL CAPITAL OUTLAY	0	0	0	0	0	0.00
	DEBT SERVICE						
310-3072-5007100	PRINCIPAL PAYMENT ON DEBT	65,000	67,000	68,000	68,000	68,000	70,000.00
310-3072-5007200	INTEREST ON DEBT	15,930	14,445	13,000	12,938	12,938	11,396.25
	TOTAL DEBT SERVICE	80,930	81,445	81,000	80,938	80,938	81,396.25
	TRANSFERS						
	TOTAL TRANSFERS	0	0	0	0	0	0.00
	TOTAL EXPENDITURES	80,930	81,445	81,000	80,938	80,938	81,396.25

**ELECTRIC
(401-3031)**

To provide safe and reliable electric service to the citizens and customers of Green Cove Springs at the lowest cost possible consistent with sound business practices.



BUDGET APPROPRIATIONS - DETAIL
401 - ELECTRIC FUND (RPT 20130)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
401 - ELECTRIC FUND							
BEG. BALANCES & REVENUES							
401-2400000	FUND BAL - UNRESTRICTED	0	0	1,117,313	0	0	0
	USE OF FUND BALANCE	0	0	1,117,313	0	0	0
=====							
INTERGOVERNMENTAL							
401-3435542	GRANT - EECBG/Others	0	0	0	250,000	250,000	0
401-3435544	EMERG MNGMENT GRANT - 4283-55R	0	42,277	0	0	0	0
	TOTAL INTERGOVERNMENTAL	0	42,277	0	250,000	250,000	0

CHARGES FOR SERVICES							
401-3431000	ELECTRIC SALES	15,382,720	13,925,520	17,250,000	12,842,449	13,491,023	16,489,000
401-3431100	NET OVER/UNDER RECOVERY POWER COSTS	54,575-	334,084-	0	0	0	0
401-3431510	NIGHT LIGHTS	68,670	70,976	68,500	71,864	75,358	70,000
401-3431520	ELECTRIC CONNECTION	3,875	5,125	10,000	4,250	5,000	5,000
401-3431540	ELECTRIC DEPT SERVICES	54,052	9,123	0	14,751	15,000	13,000
401-3431541	TEMPORARY SERVICE CONNECTION FEE	2,600	3,900	3,500	3,200	3,900	3,500
401-3431550	POLE RENTAL	50,762	50,945	51,600	51,021	51,021	51,600
401-3433540	DEVELOPERS AGREEMENT	8,109	0	0	0	0	0
401-3433550	CAPITAL IMPROV TRUST	375,207	232,863	0	855,919	900,000	2,000,000
	TOTAL CHARGES FOR SERVICES	15,891,419	13,964,368	17,383,600	13,843,455	14,541,302	18,632,100

FINES AND FORFEITURES							
	TOTAL FINES AND FORFEITURES	0	0	0	0	0	0

INVESTMENT INCOME							
401-3433610	INTEREST FSBA	30,477	181,946	100,000	179,277	214,099	107,049
	TOTAL INVESTMENT INCOME	30,477	181,946	100,000	179,277	214,099	107,049

BUDGET APPROPRIATIONS - DETAIL
401 - ELECTRIC FUND (RPT 20130)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED

MISCELLANEOUS							
401-3651000	SALE OF SURPLUS	25,120	6,347	15,000	6,530	7,000	5,000
401-3699150	BAD DEBTS COLLECTED	2,447	544	6,000	2,071	2,842	3,000
401-3699200	MISC INCOME	23,082	36,037	20,000	116,991	94,710	30,202
401-3699300	MISCELLANEOUS/LATE FEES	78,115	75,039	75,000	76,891	74,000	75,000
401-3699401	DSM Revenue	4,966	2,240	5,000	2,988	3,000	0

	TOTAL MISCELLANEOUS	133,731	120,207	121,000	205,472	181,552	113,202

OTHER FINANCING SOURCES							
401-3849994	LOAN PROCEEDS	0	0	3,000,000	0	0	5,000,000

	TOTAL OTHER FINANCING SOURCES	0	0	3,000,000	0	0	5,000,000

TRANSFERS							

	TOTAL TRANSFER	0	0	0	0	0	0

	TOTAL BEG. BALANCE & REVENUES	16,055,627	14,308,798	21,721,913	14,478,204	15,186,953	23,852,351
=====							
EXPENDITURES							
	EXPENDITURES	15,802,285	15,218,525	15,066,613	10,017,768	12,511,079	13,996,443
	DEBT SERVICE	154,325	142,437	853,300	133,279	853,279	853,953
	CAPITAL OUTLAY	0	0	4,816,000	166,911	776,453	8,152,000
	TRANSFER OUT	850,000	949,275	986,000	903,833	986,000	849,955

	TOTAL EXPENDITURES	16,806,611	16,310,237	21,721,913	11,221,792	15,126,811	23,852,351
=====							
ENDING CASH							
	ENDING CASH	750,984-	2,001,439-	0	3,256,412	60,142	0
=====							

BUDGET APPROPRIATIONS - DETAIL
401 - ELECTRIC FUND (RPT 20140)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
PERSONAL SERVICES							
401-3031-5001200	SALARIES	770,006	1,052,696	1,091,617	979,030	1,070,000	1,175,452
401-3031-5001300	ELECTRIC - PART-TIME SALARIES	30,840	32,672	0	0	0	0
401-3031-5001400	OVERTIME	93,969	58,750	60,500	53,590	55,000	50,000
401-3031-5001510	STANDBY	20,475	20,288	32,000	19,604	25,628	32,000
401-3031-5002100	FICA	66,155	84,071	90,585	78,065	85,674	96,195
401-3031-5002200	RETIREMENT	114,421	158,795	155,086	159,974	173,000	192,169
401-3031-5002205	RETIREMENT- CHANGE IN NPL (AUDIT AD	141,093	388,442	0	0	0	0
401-3031-5002230	RETIREMENT - NATIONWIDE	4,342	5,158	4,758	4,575	5,017	5,000
401-3031-5002300	LIFE/HEALTH INSURANCE	74,512	166,360	109,522	89,977	165,447	154,443
401-3031-5002320	OPEB EXPENSE	76,087	15,779-	0	0	0	0
401-3031-5002400	WORKERS COMPENSATION	38,352	43,712	48,654	49,274	49,274	52,471
TOTAL PERSONAL SERVICES		1,430,252	1,995,164	1,592,722	1,434,088	1,629,040	1,757,730
OPERATING EXPENSES							
401-3031-5003100	PROFESSIONAL SERVICES	72,415	19,654	8,000	25,051	25,636	37,507
401-3031-5003101	MAINT SUPPORT/SOFTWARE	7,550	16,045	4,500	12,425	12,425	7,419
401-3031-5003200	ACCOUNTING & AUDITING	11,000	68,900	11,000	24,427	25,000	11,550
401-3031-5003410	TREE TRIMMING	162,647	185,029	225,000	184,178	224,320	275,000
401-3031-5003420	CONTRACTUAL SERVICES	23,781	138,883	70,000	112,241	124,418	70,000
401-3031-5003423	TEMPORARY LABOR	540-	0	0	0	0	0
401-3031-5004000	TRAVEL & PER DIEM	2,781	420	5,500	658	658	6,000
401-3031-5004100	TELEPHONE	8,093	8,624	4,500	6,409	7,500	4,500
401-3031-5004110	POSTAGE/FREIGHT	97	0	0	0	0	0
401-3031-5004300	UTILITIES-ELECTRIC	5,549	4,273	5,000	2,818	5,000	5,000
401-3031-5004310	PURCHASE OF ENERGY	10,882,403	9,704,492	11,000,000	6,582,953	8,500,000	9,550,000
401-3031-5004320	UTILITIES - WATER/SEWER	716	663	1,600	561	1,000	1,600
401-3031-5004330	ST LUCIE PARTICIPATION	753,432	614,274	643,824	523,593	650,000	650,000
401-3031-5004340	STORMWATER FEES	262	339	630	48	60	630
401-3031-5004500	INSURANCE	53,367	57,112	71,253	81,837	81,837	85,929
401-3031-5004610	EQUIPMENT REPAIRS & MTCE	6,862	3,888	3,500	8,254	10,000	0
401-3031-5004620	VEHICLE MAINTENANCE	50,731	56,272	40,000	13,660	31,880	40,000
401-3031-5004640	BUILDING MAINTENANCE	8,870	6,118	2,000	19,276	23,681	10,000
401-3031-5004902	DEMAND SIDE MGT PROGRAM	7,175	5,650	16,000	3,850	5,000	0
401-3031-5004910	ADVERTISING	0	94	100	65	65	100
401-3031-5005100	OFFICE SUPPLIES	1,312	586	1,000	494	994	1,000

BUDGET APPROPRIATIONS - DETAIL
401 - ELECTRIC FUND (RPT 20140)

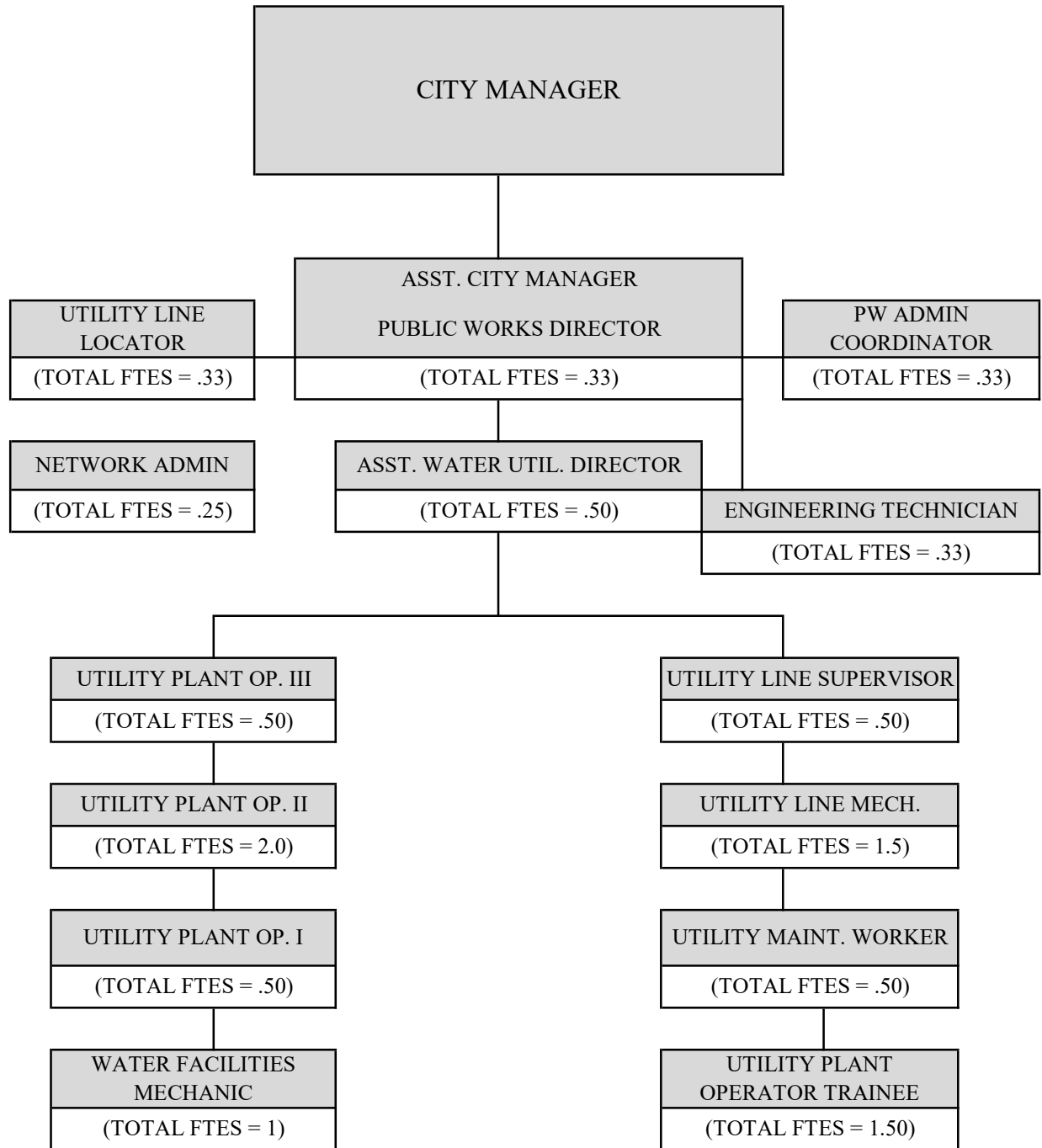
G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
401-3031-5005200	OPERATING SUPPLIES	98,900	34,125	50,000	36,630	37,020	50,000
401-3031-5005210	STORM EXPENSES	17,746	24,200	75,000	0	0	75,000
401-3031-5005211	DONATIONS	10,000	10,000	10,000	10,000	10,000	10,000
401-3031-5005220	SAFETY EQUIPMENT	32,463	32,270	40,000	30,257	38,182	45,000
401-3031-5005230	VEHICLE FUEL	26,614	27,414	20,000	29,407	32,235	20,000
401-3031-5005401	WELLNESS MEMBERSHIP	600	150	600	0	0	0
401-3031-5005403	EAP PROGRAM	0	103	51	53	51	0
401-3031-5005410	PROFESSIONAL DEVELOPMENT	11,538	11,732	18,000	1,018	9,018	18,000
401-3031-5005440	FMEA DUES	16,328	15,578	16,000	15,578	15,578	16,000
401-3031-5005900	DEPRECIATION	1,159,403	1,273,259	0	0	0	0
401-3031-5005910	COLLECTION EXPENSE	0	0	500	0	0	0
401-3031-5005990	MATERIALS & SUPPLIES	453,452	355,287	425,000	223,883	314,938	425,000
401-3031-5007230	INTEREST ON DEBT	244	0	0	0	0	0
401-3031-5008000	BAD DEBTS EXPENSE	6,577	316-	15,000	878	5,000	8,000
401-3031-5009512	REGULATORY ASSESSMENT FEE	2,143	2,504	2,000	2,207	2,210	2,000
401-3031-5009990	COST RECOVERY & ALLOCATION	282,195	282,195	425,491	390,033	425,491	425,491
401-3031-5009993	CUSTOMER SERVICE ALLOCATION	195,329	263,544	262,842	240,939	262,842	387,987
TOTAL OPERATING EXPENSES		14,372,034	13,223,361	13,473,891	8,583,681	10,882,039	12,238,713
CAPITAL OUTLAY							
401-3031-5006201	BUILDING IMPROVEMENTS	0	0	3,000,000	0	0	5,000,000
401-3031-5006301	EXTEND NEW LINES	0	0	200,000	6,118	50,000	100,000
401-3031-5006400	EQUIPMENT	0	0	350,000	14,909	20,000	90,000
401-3031-5006404	EQUIPMENT-VEHICLES	0	0	316,000	96,453	96,453	335,000
401-3031-5006501	CONVERT UG RADIAL FEEDS TO LOOP FEE	0	0	75,000	11,797	30,000	40,000
401-3031-5006502	CONVERT NORTHEM TO 23CB	0	0	0	0	0	75,000
401-3031-5006510	MAGNOLIA POINT 3RD FEED	0	0	0	0	0	50,000
401-3031-5006511	LED CONVERSION OF STREET LIGHTS	0	0	75,000	0	20,000	0
401-3031-5006515	CHAPMAN 2 EXTENSION -2 CIRCUIT FEED	0	0	350,000	0	250,000	0
401-3031-5006516	Reliability Project	0	0	0	0	0	50,000
401-3031-5006519	DESIGNATED SYSTEM NEUTRAL	0	0	150,000	0	100,000	10,000
401-3031-5006521	Rookery Subdivision Project	0	0	0	0	0	1,500,000
401-3031-5006522	ROOKERY TRANSFORMERS	0	0	0	0	0	702,000
401-3031-5006550	REYNOLDS INDUSTRIAL PARK	0	0	50,000	0	10,000	0
401-3031-5006990	ELECTRIC SYS MATERIALS	0	0	250,000	37,634	200,000	200,000
TOTAL CAPITAL OUTLAY		0	0	4,816,000	166,911	776,453	8,152,000

BUDGET APPROPRIATIONS - DETAIL
401 - ELECTRIC FUND (RPT 20140)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	DEBT SERVICE						
401-3032-5007100	PRINCIPAL ON DEBT SERIES 2018&2021	0	0	720,000	0	720,000	733,000
401-3032-5007230	INTEREST ON DEBT SERIES 2018&2021	154,325	142,437	133,300	133,279	133,279	120,953
	TOTAL DEBT SERVICE	154,325	142,437	853,300	133,279	853,279	853,953
	TRANSFERS						
401-3031-5009994	TRANSFER TO GENERAL FUND	850,000	850,000	986,000	903,833	986,000	750,000
401-3031-5009996	TRANSFERS OUT TO DISASTER FUND	0	99,275	0	0	0	0
401-3031-5008200	TRANSFERS OUT RETAINED EARNINGS TO	0	0	0	0	0	43,071
401-3031-5009300	TRANSFERS OUT RETAINED EARNINGS TO	0	0	0	0	0	34,392
401-3031-5009997	TRANSFERS OUT TO STORMWATER FUND	0	0	0	0	0	11,033
401-3031-5009998	TRANSFERS OUT TO BUILDING FUND	0	0	0	0	0	11,460
	TOTAL TRANSFERS	850,000	949,275	986,000	903,833	986,000	849,955
	TOTAL EXPENDITURES	16,806,611	16,310,237	21,721,913	11,221,792	15,126,811	23,852,351

**WATER
(402-3033)**

To provide the citizens of Green Cove Springs with a safe and dependable supply of drinking water that meets or exceeds all regulatory requirements in a cost effective manner within the resources available.



BUDGET APPROPRIATIONS - DETAIL
 402 - WATER FUND (RPT 20150)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
402 - WATER FUND							
BEG. BALANCES & REVENUES							
402-2400000	FUND BAL - BEG. WATER	0	0	337,613	0	0	0
	USE OF FUND BALANCE	0	0	337,613	0	0	0
=====							
INTERGOVERNMENTAL							
	TOTAL INTERGOVERNMENTAL	0	0	0	0	0	0

CHARGES FOR SERVICES							
402-3433000	WATER SALES	1,904,535	2,054,175	2,000,000	1,901,724	2,160,636	2,400,000
402-3433510	WATER TAPS	32,700	21,750	10,000	26,150	26,700	25,000
402-3433511	NEW METER INSTALL FEES	308-	0	0	0	0	0
402-3433520	WATER DEPT SERVICES	4,403	30	6,000	0	8,000	6,000
402-3433540	WATER IMPROVEMENT TRUST	44,225	40,720	30,000	26,515	30,000	30,000
402-3433541	DEVELOPER'S AGREEMENT	13,701	0	30,000	0	0	0
402-3435551	EXTENSION REIMBURSEMENT	10,750	18,500	20,000	13,250	20,000	20,000
402-3651200	FIRE PROTECTION AVAIL CHG	15,900	14,373	15,000	28,429	30,000	30,000
	TOTAL CHARGES FOR SERVICES	2,025,906	2,149,547	2,111,000	1,996,068	2,275,336	2,511,000

FINES AND FORFEITURES							
	TOTAL FINES AND FORFEITURES	0	0	0	0	0	0

INVESTMENT INCOME							
402-3433610	INTEREST FSBA	6,005	33,544	30,000	35,324	42,021	21,000
	TOTAL INVESTMENT INCOME	6,005	33,544	30,000	35,324	42,021	21,000

MISCELLANEOUS							

BUDGET APPROPRIATIONS - DETAIL
402 - WATER FUND (RPT 20150)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
402-3640000	GAIN (LOSS) SALE OF ASSET	0	2,910	0	0	0	0
402-3651000	SALE OF SURPLUS	1,431	0	1,000	1,219	1,400	3,000
402-3699150	Bad Debts Collected	0	0	500	0	0	500
402-3699200	MISC INCOME	2,494	8,497	1,000	14,596	15,991	12,000
402-3699300	MISCELLANEOUS-LATE FEES	11,726	5,739	12,000	2,559	2,699	3,000
TOTAL MISCELLANEOUS		15,651	17,147	14,500	18,374	20,090	18,500

OTHER FINANCING SOURCES							
402-3849994	LOAN PROCEEDS	0	0	2,066,500	0	200,000	1,061,400
TOTAL OTHER FINANCING SOURCES		0	0	2,066,500	0	200,000	1,061,400

TRANSFERS							
TOTAL TRANSFER		0	0	0	0	0	0

TOTAL BEG. BALANCE & REVENUES		2,047,562	2,200,238	4,559,613	2,049,766	2,537,447	3,611,900
=====							
WATER		2,169,055	2,871,532	2,014,513	1,769,747	2,020,817	2,045,884
DEBT SERVICE		40,322	43,227	198,600	28,047	198,544	195,684
CAPITAL OUTLAY		0	0	2,226,500	174,208	425,000	1,221,400
TRANSFER OUT		100,000	100,000	120,000	110,000	120,000	120,000
TOTAL EXPENDITURES		2,309,377	3,014,759	4,559,613	2,082,002	2,764,361	3,582,968
=====							
402-2420000	FUND BAL - ENDING WATER	0	0	0	0	0	28,932
ENDING CASH		261,815-	814,521-	0	32,236-	226,914-	0-
=====							

BUDGET APPROPRIATIONS - DETAIL
402 - WATER (RPT 20160)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
PERSONAL SERVICES							
402-3033-5001200	SALARIES	423,734	593,387	658,249	554,591	600,313	580,256
402-3033-5001300	OTHER SALARIES AND WAGES	3,752	0	15,000	0	0	0
402-3033-5001400	OVERTIME	41,967	70,932	60,000	63,470	65,826	58,500
402-3033-5001510	STANDBY	10,679	10,154	20,000	9,252	10,277	19,500
402-3033-5002100	FICA	35,684	46,723	57,624	45,364	51,352	50,357
402-3033-5002200	RETIREMENT	49,107	73,142	82,615	76,349	85,547	87,615
402-3033-5002205	RETIREMENT- CHANGE IN NPL (AUDIT AD	2,576	183,069	0	0	0	0
402-3033-5002230	RETIREMENT - NATIONWIDE	4,214	5,006	4,618	4,441	5,026	4,507
402-3033-5002300	LIFE/HEALTH INSURANCE	59,814	159,929	117,634	86,456	156,840	164,917
402-3033-5002320	OPEB EXPENSE	5,725	17,591	0	0	0	0
402-3033-5002400	WORKERS COMPENSATION	23,471	25,427	28,313	28,674	28,674	29,771
TOTAL PERSONAL SERVICES		660,724	1,185,358	1,044,053	868,597	1,003,854	995,423
OPERATING EXPENSES							
402-3033-5003100	PROFESSIONAL SERVICES	10,842	5,786	10,000	11,919	15,412	14,624
402-3033-5003101	LOOP FEED DESIGN	0	1,400	0	372	300	0
402-3033-5003102	MAINT SUPPORT/SOFTWARE	4,512	6,194	4,000	9,671	10,000	4,875
402-3033-5003200	AUDITING	6,000	15,900	6,000	7,237	7,237	6,300
402-3033-5003401	ELEVATED TANK MAINTENANCE	52,588	42,588	55,000	45,457	62,270	53,625
402-3033-5003402	LABORATORY SERVICES	2,309	4,011	4,000	7,171	7,686	7,800
402-3033-5003420	CONTRACTUAL SERVICES	0	0	0	482	660	0
402-3033-5003423	TEMP LABOR	8,049	14,164	10,000	13,225	18,116	11,700
402-3033-5004000	TRAVEL & PER DIEM	85	0	500	255	500	370
402-3033-5004100	COMMUNICATION	9,991	8,387	6,000	9,595	12,400	7,800
402-3033-5004110	POSTAGE/FREIGHT	1,146	1,718	700	2,557	4,000	975
402-3033-5004300	UTILITIES-ELECTRIC	95,379	85,388	100,000	83,115	105,000	100,000
402-3033-5004320	UTILITIES - WATER/SEWER	151	161	200	137	149	195
402-3033-5004321	UTILITIES - WATER (CCUA)	125,814	236,744	200,000	130,347	139,530	200,000
402-3033-5004330	STORMWATER FEES	1,460	516	1,500	0	0	1,500
402-3033-5004500	INSURANCE	24,360	22,010	31,949	36,695	36,695	38,530
402-3033-5004610	EQUIPMENT MAINTENANCE	2,964	3,548	6,000	1,183	6,000	5,850
402-3033-5004613	LINE MAINTENANCE	82,336	60,981	70,000	108,903	110,000	68,250
402-3033-5004615	HYDRANT MAINTENANCE	19,251	2,801	10,000	19,216	30,000	9,750
402-3033-5004616	PLANT MAINTENANCE	26,099	21,397	35,000	23,203	24,933	29,250
402-3033-5004620	VEHICLE MAINTENANCE	2,550	5,288	3,000	4,500	5,000	2,925

BUDGET APPROPRIATIONS - DETAIL
402 - WATER (RPT 20160)

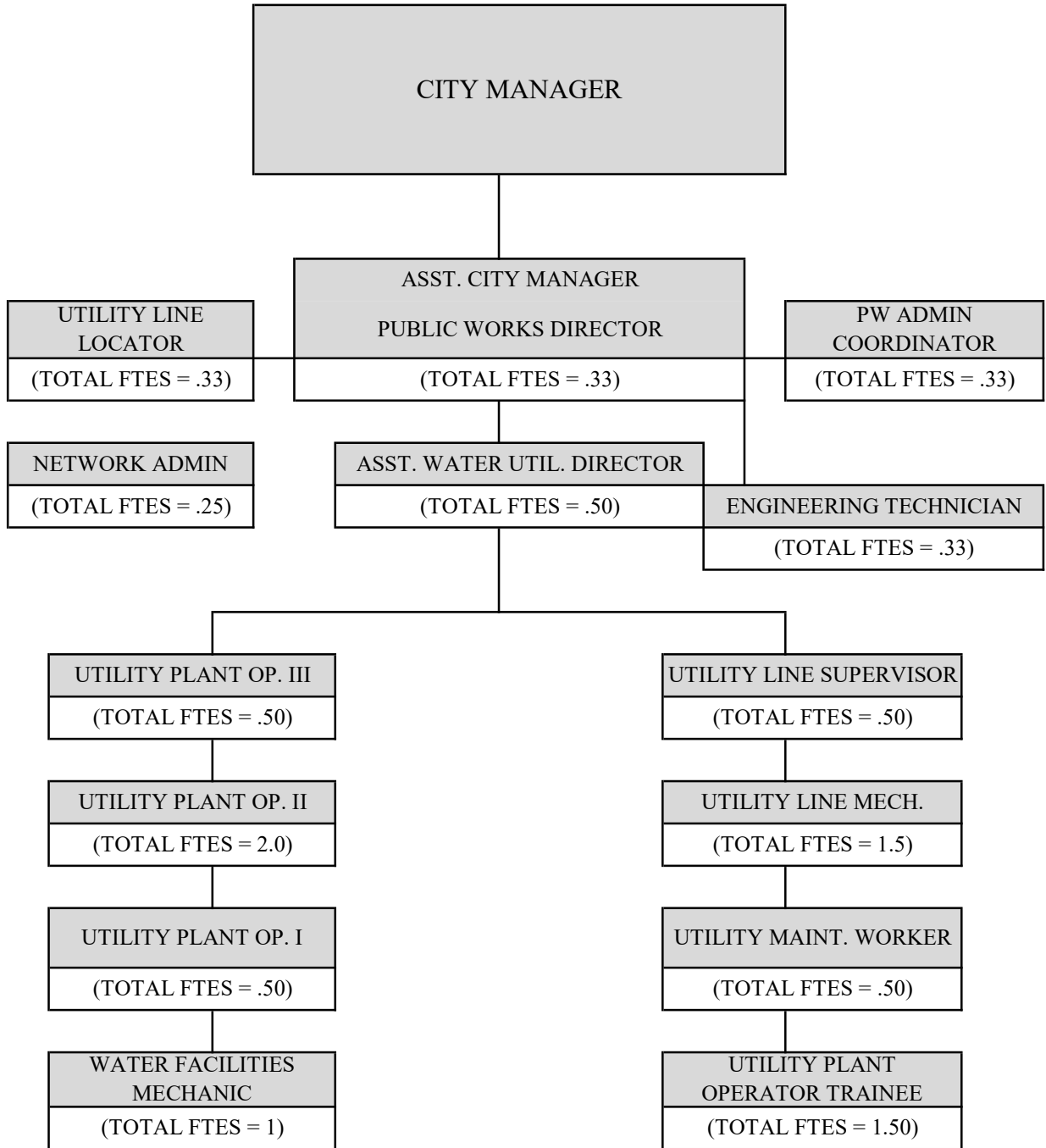
G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
402-3033-5004640	BUILDING MAINTENANCE	2,068	5,787	2,500	4,912	6,222	4,875
402-3033-5004910	ADVERTISING	971	253	500	101	500	500
402-3033-5005100	OFFICE SUPPLIES	811	602	500	23	0	500
402-3033-5005200	OPERATING SUPPLIES	23,740	68,081	30,000	32,067	33,338	29,250
402-3033-5005211	CHEMICALS	32,986	49,233	50,000	55,319	57,441	58,500
402-3033-5005212	LABORATORY SUPPLIES	2,815	2,860	6,000	601	705	5,850
402-3033-5005215	DONATIONS	5,000	5,000	5,000	5,000	6,849	4,875
402-3033-5005220	UNIFORMS	3,246	1,228	750	1,059	1,536	2,439
402-3033-5005230	VEHICLE FUEL	19,045	16,148	20,000	15,736	18,211	19,500
402-3033-5005400	BOOKS,PUB, SUB & MEMBERS	654	1,584	1,000	290	400	975
402-3033-5005401	WELLNESS MEMBERSHIP	360	90	360	0	0	0
402-3033-5005403	EAP PROGRAM	0	498	250	259	1,031	0
402-3033-5005410	PROFESSIONAL DEVELOPMENT	1,885	3,936	3,000	1,031	759	2,925
402-3033-5005900	DEPRECIATION	697,067	697,059	0	0	0	0
402-3033-5008000	BAD DEBTS EXPENSE	1,686	19,819	3,000	241	330	0
402-3033-5009990	COST RECOVERY & ALLOCATION	140,176	140,176	157,448	144,327	157,448	157,448
402-3033-5009993	CUSTOMER SVC ALLOCATION	99,935	134,837	136,303	124,944	136,303	198,505
	TOTAL OPERATING EXPENSES	1,508,331	1,686,174	970,460	901,151	1,016,963	1,050,461
	CAPITAL OUTLAY						
402-3033-5006200	BUILDING IMPROVEMENT	0	0	50,000	42,336	50,000	25,000
402-3033-5006391	WATER LINE REPLACEMENT	0	0	20,000	0	20,000	20,000
402-3033-5006393	NEW/REPLACE VALVES	0	0	10,000	24,430	25,000	10,000
402-3033-5006395	NEW METERS INSTALLED	0	0	20,000	26,821	30,000	20,000
402-3033-5006396	LINE EXTENSIONS	0	0	10,000	23,279	25,000	30,000
402-3033-5006400	EQUIPMENT	0	0	50,000	40,341	55,000	55,000
402-3033-5006401	C.R. 315 UTILITY RELOCATIONS	0	0	450,000	0	0	450,000
402-3033-5006402	REYNOLDS/SOUTH SERVICE IMPROVEMENTS	0	0	250,000	0	0	0
402-3033-5006403	TREATMENT PLANT	0	0	0	17,000	20,000	0
402-3033-5006405	REYNOLDS WATER SYSTEM IMPROVEMENTS	0	0	600,000	0	0	0
402-3033-5006406	C.R. 209 S. WATER & SEWER FORCE MAI	0	0	485,000	0	0	485,000
402-3033-5006407	REYNOLDS HIGH SRV PUMP IMPR AND FIR	0	0	281,500	0	200,000	126,400
	TOTAL CAPITAL OUTLAY	0	0	2,226,500	174,208	425,000	1,221,400
	DEBT SERVICE						
402-3033-5007100	PRINCIPAL ON DEBT-BONDS	0	0	172,200	0	172,075	176,472

BUDGET APPROPRIATIONS - DETAIL
402 - WATER (RPT 20160)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
402-3033-5007230	INTEREST ON DEBT-BONDS	40,322	43,227	26,400	28,047	26,469	19,212
	TOTAL DEBT SERVICE	40,322	43,227	198,600	28,047	198,544	195,684
	TRANSFERS						
402-3033-5009994	TRANSFER TO GENERAL FUND	100,000	100,000	120,000	110,000	120,000	120,000
	TOTAL TRANSFERS	100,000	100,000	120,000	110,000	120,000	120,000
	TOTAL EXPENDITURES	2,309,377	3,014,759	4,559,613	2,082,002	2,764,361	3,582,968

**WASTEWATER
(403-3035)**

To provide the citizens of Green Cove Springs with a safe and reliable wastewater service that meets or exceeds all regulatory requirements in a cost effective manner within the resources available.



BUDGET APPROPRIATIONS - DETAIL
403 - WASTEWATER (RPT 20170)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
403 - WASTEWATER FUND							
BEG. BALANCES & REVENUES							
403-2400000	FUND BAL - BEG. WASTEWATER	0	0	1,691,410	0	0	0
	USE OF FUND BALANCE	0	0	1,691,410	0	0	0
=====							
INTERGOVERNMENTAL							
403-3435542	DEVELOPER'S AGREEMENT	6,151	0	0	0	0	0
	TOTAL INTERGOVERNMENTAL	6,151	0	0	0	0	0

CHARGES FOR SERVICES							
403-3435000	WASTEWATER SALES	3,206,300	3,294,541	3,350,000	3,267,738	3,565,409	3,800,000
403-3435540	WASTEWATER IMPROVEMENT	68,000	72,000	0	46,000	50,000	60,000
403-3435542	DEVELOPER'S AGREEMENT	6,151	0	0	0	0	0
403-3435551	LINE EXTEN-REIMBURSEMENT	11,250	30,500	20,000	35,750	40,000	40,000
	TOTAL CHARGES FOR SERVICES	3,291,702	3,397,041	3,370,000	3,349,488	3,655,409	3,900,000

FINES AND FORFEITURES							
	TOTAL FINES AND FORFEITURES	0	0	0	0	0	0

INVESTMENT INCOME							
403-3433610	INTEREST FSBA	4,064	21,880	20,000	23,904	28,435	14,200
	TOTAL INVESTMENT INCOME	4,064	21,880	20,000	23,904	28,435	14,200

MISCELLANEOUS							
403-3651000	SURPLUS SALES	1,863	1,695	3,000	0	0	2,000
403-3699150	BAD DEBTS COLLECTED	0	0	500	0	0	500
403-3699200	MISC INCOME	252	1,841	100	106	2,202,437	100

BUDGET APPROPRIATIONS - DETAIL
403 - WASTEWATER (RPT 20170)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
403-3699300	MISCELLANEOUS-LATE FEES	20,188	18,073	20,000	22,688	24,460	20,000
	TOTAL MISCELLANEOUS	21,800	21,609	23,600	22,794	2,226,897	22,600
	OTHER FINANCING SOURCES						
403-3849994	LOAN PROCEEDS	0	0	3,328,750	0	300,000	6,645,000
	TOTAL OTHER FINANCING SOURCES	0	0	3,328,750	0	300,000	6,645,000
	TRANSFERS						
	TOTAL TRANSFER	0	0	0	0	0	0
	TOTAL BEG. BALANCE & REVENUES	3,323,716	3,440,531	8,433,760	3,396,186	6,210,741	10,581,800
	WASTEWATER	2,681,420	3,246,236	2,308,010	1,962,183	2,214,624	2,288,092
	DEBT SERVICE	7,216	15,788	496,000	13,562	151,341	503,776
	CAPITAL OUTLAY	0	0	4,443,750	1,971,026	2,457,300	5,955,000
	TRANSFER OUT	135,000	135,000	1,186,000	183,333	500,000	1,745,000
	TOTAL EXPENDITURES	2,823,636	3,397,024	8,433,760	4,130,103	5,323,265	10,491,868
403-2420000	FUND BAL - ENDING WASTEWATER	0	0	0	0	0	89,932
	ENDING CASH	500,081	43,506	0	733,918-	887,476	0-

BUDGET APPROPRIATIONS - DETAIL
403 - WASTEWATER FUND (RPT 20180)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
PERSONAL SERVICES							
403-3035-5001200	SALARIES	396,160	540,791	676,004	545,637	614,316	580,256
403-3035-5001300	OTHER SALARIES AND WAGES	3,752	0	15,000	0	0	0
403-3035-5001400	OVERTIME	61,544	78,536	60,000	90,359	100,579	58,500
403-3035-5001510	STANDBY	11,279	12,655	20,000	11,203	12,400	19,500
403-3035-5002100	FICA	35,117	44,102	58,982	46,969	52,863	50,357
403-3035-5002200	WASTEWATER PLANT - RETIREMENT	48,899	67,803	84,630	78,946	87,859	87,615
403-3035-5002205	RETIREMENT- CHANGE IN NPL (AUDIT AD	3,962-	165,808	0	0	0	0
403-3035-5002230	RETIREMENT - NATIONWIDE	4,214	5,006	4,618	4,441	4,786	4,508
403-3035-5002300	LIFE/HEALTH INSURANCE	55,551	139,120	117,703	83,708	145,340	164,917
403-3035-5002320	OPEB EXPENSE	3,334	13,217	0	0	0	0
403-3035-5002400	WORKERS COMPENSATION	23,471	25,427	28,313	28,674	28,674	29,771
TOTAL PERSONAL SERVICES		639,359	1,092,464	1,065,250	889,936	1,046,817	995,424
OPERATING EXPENSES							
403-3035-5003100	PROFESSIONAL SERVICES	11,132	8,268	20,000	22,243	26,926	19,500
403-3035-5003101	MAINT SUPPORT/SOFTWARE	2,379	2,418	4,000	2,032	2,032	9,750
403-3035-5003200	AUDITING	8,000	0	10,000	12,063	12,063	10,500
403-3035-5003421	LABORATORY SERVICES	41,673	38,863	50,000	33,538	34,400	48,750
403-3035-5003423	TEMP LABOR	10,743	7,741	15,000	12,061	15,000	14,625
403-3035-5004000	TRAVEL & PER DIEM	15	17-	5,000	0	0	4,875
403-3035-5004100	COMMUNICATIONS	8,673	7,101	6,000	7,152	7,500	9,750
403-3035-5004110	POSTAGE/FREIGHT	1,334	2,643	3,000	1,306	1,290	2,925
403-3035-5004300	UTILITIES-ELECTRIC	250,808	209,556	225,000	186,333	191,511	224,250
403-3035-5004320	UTILITIES - WATER/SEWER	5,565	21,684	5,000	3,307	3,711	4,875
403-3035-5004330	STORMWATER FEES	3,255	4,518	3,000	143	147	2,925
403-3035-5004500	INSURANCE	28,575	30,162	37,631	43,221	43,221	44,246
403-3035-5004600	REPAIRS & MAINTENANCE	0	25,078	20,000	0	0	0
403-3035-5004610	EQUIPMENT MAINTENANCE	3,318	4,974	7,000	7,896	8,000	10,606
403-3035-5004612	LIFT STATION REPAIR/MAINT	36,966	15,226	40,000	26,173	30,003	39,000
403-3035-5004613	LINE MAINTENANCE	42,550	24,076	40,000	43,704	43,103	39,000
403-3035-5004616	PLANT REPAIR	37,114	30,317	40,000	20,796	22,000	39,000
403-3035-5004618	SLUDGE MANAGEMENT	51,328	78,832	70,000	57,919	71,740	68,250
403-3035-5004620	VEHICLE MAINTENANCE	9,027	16,656	10,000	4,669	5,570	9,750
403-3035-5004640	BUILDING MAINTENANCE	1,842	4,454	2,000	4,433	5,930	1,950
403-3035-5004910	ADVERTISING	0	253	400	99	136	390
403-3035-5005100	OFFICE SUPPLIES	538	478	500	0	0	500

BUDGET APPROPRIATIONS - DETAIL
403 - WASTEWATER FUND (RPT 20180)

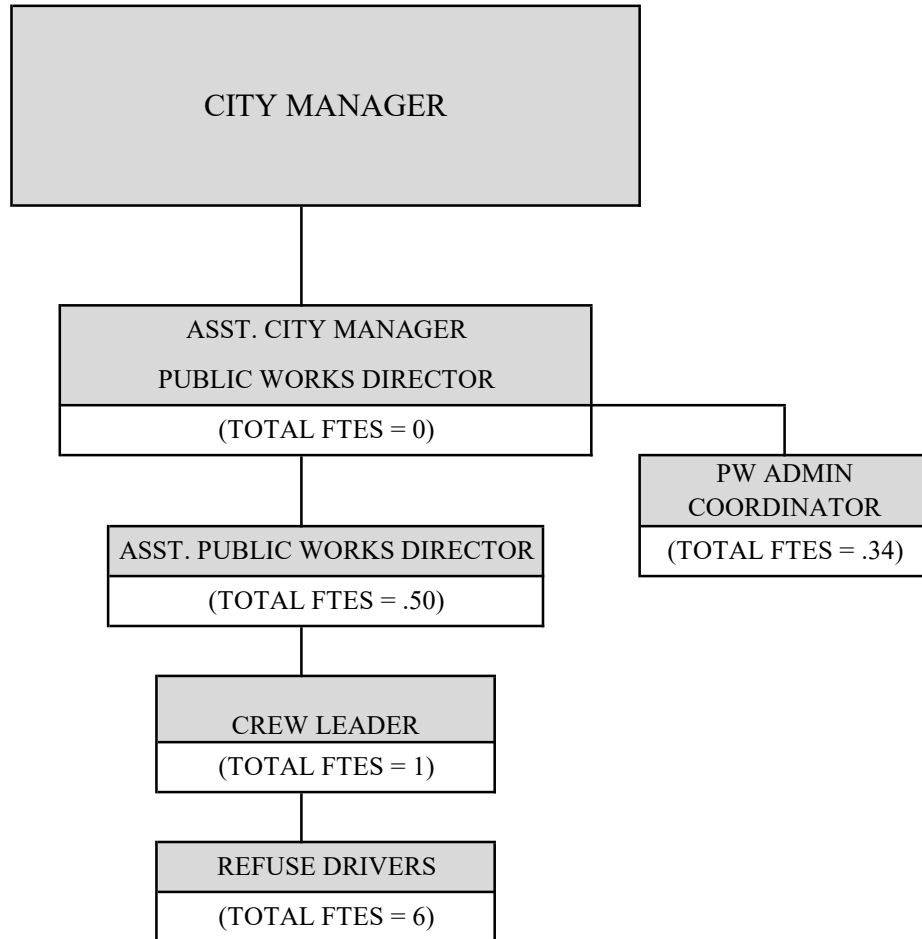
G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
403-3035-5005200	OPERATING SUPPLIES	18,564	27,985	20,000	26,804	30,211	19,500
403-3035-5005210	RECLAIMED WATER MATERIALS & OPERATI	0	21	10,000	0	0	0
403-3035-5005211	CHEMICALS	126,481	164,334	160,000	143,614	157,708	156,000
403-3035-5005212	LABORATORY SUPPLIES	10,197	10,181	15,000	26,665	31,267	14,625
403-3035-5005215	DONATIONS	5,000	5,000	5,000	5,000	6,849	4,875
403-3035-5005220	UNIFORMS	1,611	155	750	1,228	1,768	2,925
403-3035-5005230	VEHICLE FUEL	23,720	17,213	15,000	16,611	19,410	19,500
403-3035-5005400	BOOKS, PUB, SUBS & MEMBERSHIPS	295	312	1,000	15	21	1,000
403-3035-5005401	WELLNESS MEMBERSHIP	370	120	500	0	0	488
403-3035-5005403	EAP PROGRAM	0	498	250	259	259	244
403-3035-5005410	PROFESSIONAL DEVELOPMENT	2,534	2,554	3,000	1,620	1,645	3,000
403-3035-5005900	DEPRECIATION	1,020,687	1,078,369	0	0	0	0
403-3035-5008000	BAD DEBTS	3,560	123-	5,000	427	658	0
403-3035-5009990	COST RECOVERY & ALLOC	160,645	160,645	239,521	219,561	239,521	239,521
403-3035-5009993	CUSTOMER SVC ALLOCATION	113,563	153,224	154,208	141,357	154,208	225,574
TOTAL OPERATING EXPENSES		2,042,061	2,153,772	1,242,760	1,072,247	1,167,807	1,292,668
CAPITAL OUTLAY							
403-3035-5006200	BUILDINGS	0	0	0	34,500	35,000	0
403-3035-5006300	IMPROVE OTHER THAN BLDGS	0	0	25,000	24,937	25,000	25,000
403-3035-5006301	LINE EXTENSIONS	0	0	20,000	22,981	25,000	20,000
403-3035-5006302	LIFT STATION IMPROVEMENTS	0	0	800,000	105,031	300,000	400,000
403-3035-5006304	MANHOLE REHABILITATION	0	0	30,000	5,500	10,000	35,000
403-3035-5006305	HMGP GRANTS - LIFT STATION GENERATO	0	0	0	2,800	2,800	0
403-3035-5006317	REHAB SEWER LINES	0	0	190,000	0	0	250,000
403-3035-5006350	NEW METER READING INFRASTRUCTURE &	0	0	0	13,008	15,000	0
403-3035-5006396	LINE EXTENSIONS	0	0	0	1,440	2,000	0
403-3035-5006400	EQUIPMENT-PLANT/LIFT STATION REPAIR	0	0	50,000	22,960	40,000	75,000
403-3035-5006401	EQUIPMENT/VEHICLES	0	0	1,000,000	2,401	2,500	1,550,000
403-3035-5006403	C.R. 315 UTILITY RELOCATIONS	0	0	343,750	0	0	600,000
403-3035-5006404	REYNOLDS/SOUTH SERVICE IMPROVEMENTS	0	0	100,000	0	0	0
403-3035-5006405	CR 209 S FORCE MAIN EXTENSION TO BA	0	0	400,000	0	0	500,000
403-3035-5006406	C.R. 209 S. WATER & SEWER FORCE MAI	0	0	485,000	0	0	0
403-3035-5006500	CAPITAL OUTLAY-WW	0	0	1,000,000	1,735,469	2,000,000	2,500,000
TOTAL CAPITAL OUTLAY		0	0	4,443,750	1,971,026	2,457,300	5,955,000
DEBT SERVICE							

BUDGET APPROPRIATIONS - DETAIL
403 - WASTEWATER FUND (RPT 20180)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
403-3035-5007100	WASTEWATER PLANT - PRINCIPAL ON DE	0	0	481,500	0	137,631	490,818
403-3035-5007230	INTEREST ON DEBT	7,216	15,788	14,500	13,562	13,710	12,958
TOTAL DEBT SERVICE		7,216	15,788	496,000	13,562	151,341	503,776
TRANSFERS							
403-3035-5009994	TRANSFER TO GENERAL FUND	135,000	135,000	200,000	183,333	200,000	200,000
403-3035-5009998	TRANSFERS TO RECLAIMED WATER FUND	0	0	986,000	0	300,000	1,545,000
TOTAL TRANSFERS		135,000	135,000	1,186,000	183,333	500,000	1,745,000
TOTAL EXPENDITURES		2,823,636	3,397,024	8,433,760	4,130,103	5,323,265	10,491,868

SOLID WASTE
(404-3034)

To provide the citizens of Green Cove Springs with superior, friendly, personalized solid waste collection services including recycling, yard trash, garbage, tires, white goods, and miscellaneous household items utilizing a combination of contract services and City crews.



BUDGET APPROPRIATIONS - DETAIL
 SOLID WASTE FUND (RPT 20190)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
404- SOLID WASTE FUND							
BEG. BALANCES & REVENUES							
404-2400000	FUND BAL - BEG. SOLID WASTE	0	0	84,274	0	0	0
	USE OF FUND BALANCE	0	0	84,274	0	0	0
INTERGOVERNMENTAL							
	TOTAL INTERGOVERNMENTAL	0	0	0	0	0	0
CHARGES FOR SERVICES							
404-3431540	SOLID WASTE DEPT SERVICES	0	9,206	0	0	0	0
404-3434300	RESIDENTIAL FEES	644,009	665,881	682,000	621,120	675,266	756,485
404-3434301	RESIDENTIAL FEES-SPECIAL ASSESSMENT	115,032	114,003	118,000	120,518	120,518	138,285
404-3434311	CONSTRUCTION DEBRIS	3,600	4,800	4,800	5,892	6,500	5,400
404-3434400	DUMPSTER FEES	2,992	1,774	6,420	1,510	1,647	1,647
404-3434500	FRANCHISE FEES	81,479	81,931	70,000	106,358	117,461	93,727
	TOTAL CHARGES FOR SERVICES	847,112	877,595	881,220	855,398	921,392	995,544
FINES AND FORFEITURES							
	TOTAL FINES AND FORFEITURES	0	0	0	0	0	0
INVESTMENT INCOME							
404-3433610	INTEREST FSBA	2,845	15,316	6,200	16,732	19,905	9,697
	TOTAL INVESTMENT INCOME	2,845	15,316	6,200	16,732	19,905	9,697
MISCELLANEOUS							
404-3699150	Bad Debts Collected	0	0	200	0	0	0
404-3699200	MISCELLANEOUS INCOME	393	728	2,000	6,184	8,000	2,000

**BUDGET APPROPRIATIONS - DETAIL
SOLID WASTE FUND (RPT 20190)**

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
404-3699300	MISCELLANEOUS-LATE FEES	4,753	4,038	5,400	4,483	4,891	5,000
	TOTAL MISCELLANEOUS	5,145	4,766	7,600	10,667	12,891	7,000
	OTHER FINANCING SOURCES						
404-3849994	LOAN PROCEEDS	0	0	573,000	0	0	385,000
	TOTAL OTHER FINANCING SOURCES	0	0	573,000	0	0	385,000
	TRANSFERS						
404-3810000	TRANSFERS IN FROM ELECTRIC FUND	0	0	0	0	0	43,071
	TOTAL TRANSFER	0	0	0	0	0	43,071
	TOTAL BEG. BALANCE & REVENUES	855,102	897,677	1,552,294	882,797	954,188	1,440,311
	SOLID WASTE	876,438	1,139,962	874,094	895,498	1,012,794	998,135
	DEBT SERVICE	8,469	6,152	57,200	57,176	80,083	57,176
	CAPITAL OUTLAY	0	0	573,000	203,439	203,439	385,000
	TRANSFER OUT	20,000	20,000	48,000	44,000	48,000	0
	TOTAL EXPENDITURES	904,907	1,166,114	1,552,294	1,200,113	1,344,317	1,440,311
	ENDING CASH	49,805-	268,437-	0	317,316-	390,129-	0

BUDGET APPROPRIATIONS - DETAIL
404 - SOLID WASTE (RPT 20200)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
PERSONAL SERVICES							
404-3034-5001200	SALARIES	335,238	402,633	351,878	371,821	390,995	388,777
404-3034-5001400	OVERTIME	15,501	25,223	12,000	26,448	30,000	12,000
404-3034-5002100	FICA	22,827	29,360	27,837	29,714	31,646	30,659
404-3034-5002200	RETIREMENT	33,879	45,693	40,959	45,113	48,250	54,516
404-3034-5002205	RETIREMENT- CHANGE IN NPL (AUDIT AD	23,687	110,672	0	0	0	0
404-3034-5002230	RETIREMENT - NATIONWIDE	3,754	4,702	4,315	4,269	4,688	4,688
404-3034-5002300	LIFE/HEALTH INSURANCE	55,691	101,780	55,324	46,770	92,723	81,774
404-3034-5002320	OPEB EXPENSE	7,148	10,422	0	0	0	0
404-3034-5002400	WORKERS COMPENSATION	28,468	30,791	34,251	34,687	34,687	36,938
TOTAL PERSONAL SERVICES		511,898	761,276	526,564	558,822	632,990	609,352
OPERATING EXPENSES							
404-3034-5003100	PROFESSIONAL SERVICES	2,832	5,557	4,852	3,706	5,000	4,582
404-3034-5003200	AUDITING	2,500	0	2,500	3,015	3,015	2,625
404-3034-5003420	CONTAINER PICKUP FEES-SW	8,881	10,464	10,000	12,250	13,552	13,000
404-3034-5003421	COMMERCIAL LANDFILL FEES-COUNTY	7,065	6,734	8,000	7,354	7,801	8,000
404-3034-5004100	COMMUNICATION/FREIGHT	242	0	250	0	0	0
404-3034-5004110	POSTAGE/FREIGHT	0	2,347	250	0	0	250
404-3034-5004500	INSURANCE	8,165	8,827	11,013	12,649	12,649	13,281
404-3034-5004610	EQUIPMENT MAINTENANCE	170	106	0	43	15	0
404-3034-5004620	VEHICLE MAINTENANCE	34,612	63,920	30,000	53,163	66,928	50,000
404-3034-5004910	ADVERTISING	180	399	500	0	500	500
404-3034-5005100	OFFICE SUPPLIES	0	0	200	0	200	200
404-3034-5005200	OPERATING SUPPLIES	21,711	27,862	25,000	29,442	31,000	48,000
404-3034-5005220	UNIFORMS	2,106	789	1,050	100	133	1,050
404-3034-5005230	VEHICLE FUEL	52,440	45,824	60,000	38,191	45,208	45,000
404-3034-5005401	WELLNESS MEMBERSHIP	240	60	240	0	240	240
404-3034-5005402	SPECIAL ASSESSMENT FEES	2,287	2,280	2,500	2,389	3,185	2,500
404-3034-5005403	EAP PROGRAM	0	461	230	239	230	230
404-3034-5005410	PROFESSIONAL DEVELOPMENT	123	261	400	250	400	400
404-3034-5005900	DEPREC RES SET ASIDE	106,294	73,117	0	0	0	37,596
404-3034-5008000	BAD DEBTS	820	59	1,100	228	304	1,100
404-3034-5009990	COST RECOVERY & ALLOC	68,449	68,449	124,761	114,364	124,761	70,000
404-3034-5009993	CUSTOMER SVC ALLOCATION	45,425	61,289	64,684	59,294	64,684	90,229

BUDGET APPROPRIATIONS - DETAIL
404 - SOLID WASTE (RPT 20200)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	TOTAL OPERATING EXPENSES	364,540	378,686	347,530	336,676	379,805	388,783

	CAPITAL OUTLAY						
404-3034-5006431	VEHICLES	0	0	573,000	203,439	203,439	385,000

	TOTAL CAPITAL OUTLAY	0	0	573,000	203,439	203,439	385,000

	DEBT SERVICE						
404-3034-5007100	PRINCIPAL ON DEBT	0	0	52,100	48,459	52,100	54,297
404-3034-5007230	INTEREST ON DEBT	8,469	6,152	5,100	8,718	27,983	2,879

	TOTAL DEBT SERVICE	8,469	6,152	57,200	57,176	80,083	57,176

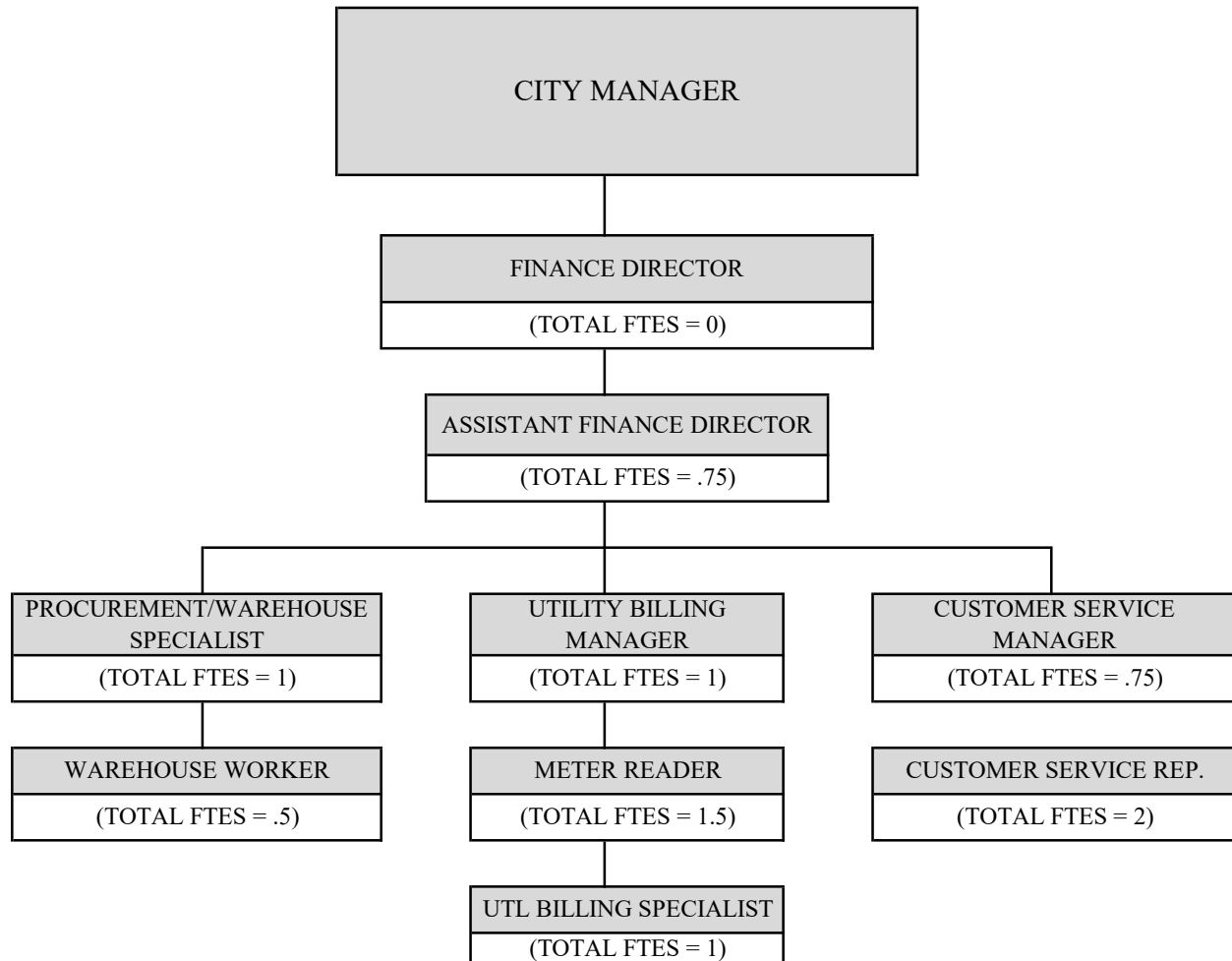
	TRANSFERS						
404-3034-5009994	TRANSFER TO GENERAL FUND	20,000	20,000	48,000	44,000	48,000	0

	TOTAL TRANSFERS	20,000	20,000	48,000	44,000	48,000	0

	TOTAL EXPENDITURES	904,907	1,166,114	1,552,294	1,200,113	1,344,317	1,440,311
=====							

CUSTOMER SERVICE (405-3038)

The Customer Service Department is responsible for the reading of electric and water meters and the billing of electric, water, wastewater, stormwater, and solid waste services. Meters are read and billed in three (3) cycles with the bill printing performed by an outside vendor. The Warehouse is also a part of Customer Service maintaining materials and supplies in the warehouse to a level that meets the needs of the City. Warehouse Staff also purchases fuel, maintains fuel levels, and performs routine maintenance of fuel pumps and tanks.



BUDGET APPROPRIATIONS - DETAIL
405 - CUSTOMER SERVICE (RPT 20210)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	405 - CUSTOMER SERVICE						
	BEG. BALANCES & REVENUES						
	USE OF FUND BALANCE	0	0	0	0	0	0
	INTERGOVERNMENTAL						
	TOTAL INTERGOVERNMENTAL	0	0	0	0	0	0
	CHARGES FOR SERVICES						
	TOTAL CHARGES FOR SERVICES	0	0	0	0	0	0
	FINES AND FORFEITURES						
	TOTAL FINES AND FORFEITURES	0	0	0	0	0	0
	INVESTMENT INCOME						
	TOTAL INVESTMENT INCOME	0	0	0	0	0	0
	MISCELLANEOUS						
	TOTAL MISCELLANEOUS	0	0	0	0	0	0
	OTHER FINANCING SOURCES						
	TOTAL OTHER FINANCING SOURCES	0	0	0	0	0	0
	TRANSFERS						
405-3810010	TRANSFERS IN FROM ELECTRIC FUND	0	0	0	0	0	34,392

BUDGET APPROPRIATIONS - DETAIL
405 - CUSTOMER SERVICE (RPT 20210)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
405-3849993	TRANSFER FROM UTILITIES	454,252	612,894	618,037	566,534	618,037	902,295
	TOTAL TRANSFER	454,252	612,894	618,037	566,534	618,037	936,687
	TOTAL BEG. BALANCE & REVENUES	454,252	612,894	618,037	566,534	618,037	936,687
	CUSTOMER SERVICE	471,495	760,258	618,037	561,824	648,970	794,415
	DEBT SERVICE	0	0	0	0	0	0
	CAPITAL OUTLAY	0	0	0	6,470	6,470	0
	TRANSFER OUT	0	0	0	0	0	0
	TOTAL EXPENDITURES	471,495	760,258	618,037	568,294	655,440	794,415
405-2420000	FUND BAL - ENDING CUSTOMER SERVICE	0	0	0	0	0	142,272
	ENDING CASH	17,243-	147,364-	0	1,760-	37,403-	0

BUDGET APPROPRIATIONS - DETAIL
405 - CUSTOMER SERVICE (RPT 20220)

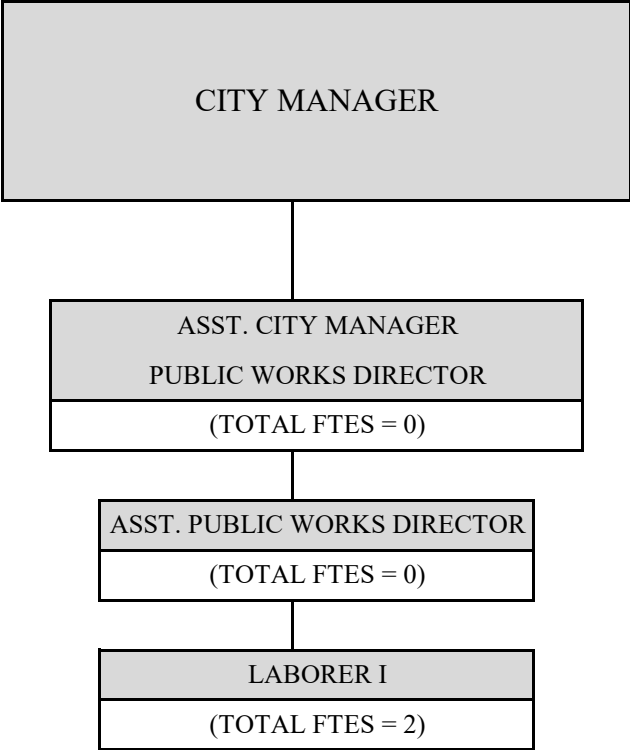
G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
PERSONAL SERVICES							
405-3038-5001200	SALARIES	267,220	356,464	345,695	308,671	333,279	464,141
405-3038-5001300	SALARIES-PART TIME	14,733	33,991	53,810	34,981	38,433	25,522
405-3038-5001400	OVERTIME	4,970	4,534	5,500	3,409	5,415	5,500
405-3038-5001510	STANDBY	3,488	4,162	5,000	3,938	4,313	5,000
405-3038-5002100	FICA	20,602	27,288	31,365	25,361	27,539	38,262
405-3038-5002200	RETIREMENT	31,237	45,825	48,287	46,944	50,643	67,538
405-3038-5002205	RETIREMENT- CHANGE IN NPL (AUDIT AD	18,250	114,155	0	0	0	0
405-3038-5002300	LIFE/HEALTH INSURANCE	36,456	84,464	43,846	42,380	79,554	72,321
405-3038-5002320	OPEB EXPENSE	5,693	5,122	0	0	0	0
405-3038-5002400	WORKERS' COMPENSATION	6,771	9,483	10,564	10,699	10,699	11,393
TOTAL PERSONAL SERVICES		398,034	685,488	544,067	476,383	549,876	689,678
OPERATING EXPENSES							
405-3038-5003100	PROFESSIONAL SERVICES	3,327	2,462	2,540	2,398	2,540	2,540
405-3038-5003101	MAINT SUPPORT/SOFTWARE	1,712	1,854	2,100	1,072	2,100	2,100
405-3038-5003200	AUDITING	2,000	0	2,000	2,413	2,413	2,100
405-3038-5003421	CONT SERV MUNICODE BILLING	31,973	33,648	32,000	31,578	32,000	45,000
405-3038-5004000	TRAVEL & PER DIEM	0	503	0	1,797	3,000	0
405-3038-5004100	COMMUNICATION & FREIGHT	628	411	700	135	700	700
405-3038-5004110	POSTAGE	4,367	5,516	5,000	883	1,000	9,000
405-3038-5004500	INSURANCE	1,100	1,154	1,439	1,653	1,653	1,737
405-3038-5004610	EQUIPMENT MAINTENANCE	7,715	1,547	16,000	23,715	30,000	24,000
405-3038-5004620	VEHICLE	1,829	2,053	1,500	1,188	1,500	1,500
405-3038-5005100	OFFICE SUPPLIES	1,539	4,010	1,700	5,834	7,000	2,500
405-3038-5005200	OPERATING SUPPLIES	2,902	3,342	3,500	6,043	6,500	3,500
405-3038-5005220	UNIFORMS	302	170	1,560	0	0	1,560
405-3038-5005230	VEHICLE FUEL	5,330	5,282	3,500	3,139	3,500	3,500
405-3038-5005401	WELLNESS MEMBERSHIP	240	30	240	0	0	0
405-3038-5005403	EAP PROGRAM	0	365	191	189	189	0
405-3038-5005410	PROFESSIONAL DEVELOPMENT	0	2,974	0	3,406	5,000	5,000
405-3038-5005900	DEPRECIATION	8,497	9,451	0	0	0	0
TOTAL OPERATING EXPENSES		73,461	74,770	73,970	85,441	99,095	104,737
CAPITAL OUTLAY							

BUDGET APPROPRIATIONS - DETAIL
405 - CUSTOMER SERVICE (RPT 20220)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
405-3038-5006400	EQUIPMENT	0	0	0	6,470	6,470	0
	TOTAL CAPITAL OUTLAY	0	0	0	6,470	6,470	0
	DEBT SERVICE						
	TOTAL DEBT SERVICE	0	0	0	0	0	0
	TRANSFERS						
	TOTAL TRANSFERS	0	0	0	0	0	0
	TOTAL EXPENDITURES	471,495	760,258	618,037	568,294	655,440	794,415

STORMWATER
(406-3036)

To provide quality, cost effective maintenance, repair and expansion of the City's stormwater infrastructure to protect the public health, safety, welfare and property of the citizens of Green Cove Springs. To improve flood protection, water quality, and groundwater recharge through education, coordination and management of stormwater systems.



BUDGET APPROPRIATIONS - DETAIL
406 - STORMWATER (RPT 20230)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
406 - STORMWATER FUND							
BEG. BALANCES & REVENUES							
406-2400000	FUND BAL - BEG. STORMWATER	0	0	4,388	0	0	0
406-2400100	FUND BAL - BEG. - ARPA FUNDS	0	0	1,176,936	0	0	0

	USE OF FUND BALANCE	0	0	1,181,324	0	0	0
=====							
INTERGOVERNMENTAL							
406-3832238	LEGISLATIVE DELEGATION	0	0	318,750	0	0	318,750

	TOTAL INTERGOVERNMENTAL	0	0	318,750	0	0	318,750

CHARGES FOR SERVICES							
406-3431000	STORMWATER FEES	238,739	123,043	250,000	198,815	220,000	225,000
406-3431100	STORMWATER FEES SPECIAL ASSESSMENT	588,432	575,546	1,150,000	1,253,443	1,253,177	1,290,000

	TOTAL CHARGES FOR SERVICES	827,171	698,589	1,400,000	1,452,258	1,473,177	1,515,000

FINES AND FORFEITURES							

	TOTAL FINES AND FORFEITURES	0	0	0	0	0	0

INVESTMENT INCOME							

	TOTAL INVESTMENT INCOME	0	0	0	0	0	0

MISCELLANEOUS							
406-3699150	BAD DEBTS COLLECTED	0	0	150	0	0	150
406-3699300	LATE FEES	5,693	2,095-	6,000	4,403	5,400	5,400
406-3699320	GRANTS	0	74,238	0	0	0	0

	TOTAL MISCELLANEOUS	5,693	72,143	6,150	4,403	5,400	5,550

BUDGET APPROPRIATIONS - DETAIL
406 - STORMWATER (RPT 20230)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	OTHER FINANCING SOURCES						
406-3849994	LOAN	0	0	550,000	0	2,396,923	3,698,100
	TOTAL OTHER FINANCING SOURCES	0	0	550,000	0	2,396,923	3,698,100
	TRANSFERS						
406-3811000	TRANSFERS IN FROM ELECTRIC FUND	0	0	0	0	0	11,033
	TOTAL TRANSFER	0	0	0	0	0	11,033
	TOTAL BEG. BALANCE & REVENUES	832,863	770,732	3,456,224	1,456,661	3,875,500	5,548,433
	STORMWATER	250,949	410,072	274,994	220,970	271,647	262,182
	DEBT SERVICE	0	0	0	179,705	410,306	714,350
	CAPITAL OUTLAY	0	0	2,384,436	2,687,243	2,762,487	4,566,500
	TRANSFER OUT	0	0	0	0	0	0
	TOTAL EXPENDITURES	250,949	410,072	2,659,430	3,087,918	3,444,440	5,543,032
406-2420000	FUND BAL - ENDING STORMWATER	0	0	796,794	0	0	5,400
	ENDING CASH	581,914	360,660	0	1,631,256-	431,060	0

BUDGET APPROPRIATIONS - DETAIL
406 - STORMWATER FUND (RPT 20240)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
PERSONAL SERVICES							
406-3036-5001200	SALARIES	59,990	79,310	80,471	67,977	76,440	89,440
406-3036-5001400	OVERTIME	2,017	3,681	1,000	797	1,000	1,000
406-3036-5002100	FICA	6,622	6,187	6,233	5,169	5,759	6,919
406-3036-5002200	RETIREMENT	8,100	10,094	9,704	9,260	10,525	12,327
406-3036-5002300	HEALTH LIFE INS	8,079	21,747	14,966	10,444	20,674	11,030
406-3036-5002400	WORKERS COMP	9,349	9,750	10,793	10,930	10,930	11,640
406-3039-5002205	RETIREMENT- CHANGE IN NPL (AUDIT AD	12,532	23,738	0	0	0	0
406-3039-5002320	OPEB EXPENSE	4,969-	2,335	0	0	0	0
TOTAL PERSONAL SERVICES		101,719	156,842	123,167	104,578	125,328	132,355
OPERATING EXPENSES							
406-3036-5003100	PROFESSIONAL SERVICES	1,045	5,560	50,000	53,644	53,000	52,000
406-3036-5003200	ACCOUNTING & AUDITING	2,000	0	2,000	2,412	2,412	2,100
406-3036-5004000	TRAVEL AND PER DIEM	0	0	100	0	0	100
406-3036-5004610	EQUIPMENT MTCE	7,595	1,701	25,000	1,974	2,000	1,000
406-3036-5004620	VEHICLE MTCE	2,754	5,295	2,000	12,400	16,364	2,000
406-3036-5004910	ADVERTISING	330	957	200	63	84	200
406-3036-5005100	OFFICE SUPPLIES	0	0	100	0	100	100
406-3036-5005200	OPERATING EXPENSES	9,792	4,215	5,000	2,137	2,500	5,000
406-3036-5005220	UNIFORMS	912	133	350	483	644	350
406-3036-5005230	VEHICLE FUEL	4,732	3,144	5,000	993	1,262	5,000
406-3036-5005320	STORMWATER MTCE	11,195	130,153	5,000	14,703	14,703	5,000
406-3036-5005322	NPDES STORMWATER	0	0	5,000	0	5,000	5,000
406-3036-5005331	STREET SWEEPING	5,155	3,689	10,000	4,736	5,000	10,000
406-3036-5005332	WEED CONTROL	0	0	30,000	0	20,000	30,000
406-3036-5005400	BOOKS,PUB,SUB & MEMBERSHIP	0	0	200	0	200	200
406-3036-5005401	WELLNESS MEMBERSHIP	0	0	200	0	200	200
406-3036-5005402	SPECIAL ASSESSMENT FEES	11,390	11,770	10,500	21,374	21,374	10,500
406-3036-5005403	EAP PROGRAM	0	154	77	80	80	77
406-3036-5005410	PROFESSIONAL DEVELOPMENT	138	573	1,000	1,385	1,385	1,000
406-3036-5005900	DEPRECIATION	99,754	111,959	0	0	0	0
406-3036-5008000	STWATER-BAD DEBTS EXPENSE	0	0	100	8	11	0
TOTAL OPERATING EXPENSES		156,793	279,304	151,827	116,392	146,319	129,827
CAPITAL OUTLAY							

BUDGET APPROPRIATIONS - DETAIL
406 - STORMWATER FUND (RPT 20240)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
406-3036-5006307	STORMWATER IMPROVEMENTS	0	0	1,834,436	2,124,755	2,200,000	4,266,500
406-3036-5006431	VEHICLE	0	0	550,000	562,487	562,487	300,000

	TOTAL CAPITAL OUTLAY	0	0	2,384,436	2,687,243	2,762,487	4,566,500

	DEBT SERVICE						
406-3036-5007100	PRINCIPAL ON DEBT	0	0	0	0	0	244,000
406-3036-5007230	INTEREST ON DEBT	0	0	0	123,683	354,284	470,350
406-3036-5007241	DEBT INSURANCE COSTS	0	0	0	56,022	56,022	0

	TOTAL DEBT SERVICE	0	0	0	179,705	410,306	714,350

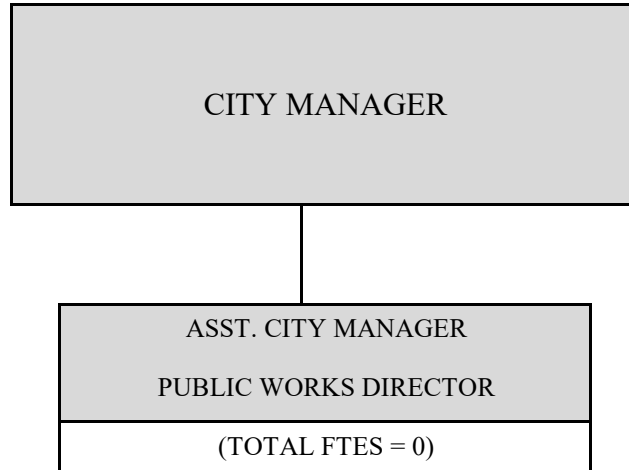
	TRANSFERS						

	TOTAL TRANSFERS	0	0	0	0	0	0

	TOTAL EXPENDITURES	258,512	436,145	2,659,430	3,087,918	3,444,440	5,543,032
=====							

RECLAIMED WATER
(407-3039)

The Mission of the Reclaimed Water Division of the City of Green Cove Springs Water Department is to encourage and expand the use of reclaimed water to reduce withdrawals from the Florida Aquifer and reduce nutrient discharges to the St. Johns River and its tributaries.



BUDGET APPROPRIATIONS - DETAIL
407 - RECLAIMED WATER FUND (RPT 20250)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
	407 - RECLAIMED WATER FUND						
	BEG. BALANCES & REVENUES						
	USE OF FUND BALANCE	0	0	0	0	0	0
	INTERGOVERNMENTAL						
	TOTAL INTERGOVERNMENTAL	0	0	0	0	0	0
	CHARGES FOR SERVICES						
407-3435000	RECLAIMED WATER - SALES	0	0	0	0	0	71,936
	TOTAL CHARGES FOR SERVICES	0	0	0	0	0	71,936
	FINES AND FORFEITURES						
	TOTAL FINES AND FORFEITURES	0	0	0	0	0	0
	INVESTMENT INCOME						
	TOTAL INVESTMENT INCOME	0	0	0	0	0	0
	MISCELLANEOUS						
	TOTAL MISCELLANEOUS	0	0	0	0	0	0
	OTHER FINANCING SOURCES						
	TOTAL OTHER FINANCING SOURCES	0	0	0	0	0	0
	TRANSFERS						

BUDGET APPROPRIATIONS - DETAIL
407 - RECLAIMED WATER FUND (RPT 20250)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
407-3832101	TRANSFERS IN FROM WASTEWATER	0	0	986,000	0	300,000	1,545,000
	TOTAL TRANSFER	0	0	986,000	0	300,000	1,545,000
	TOTAL BEG. BALANCE & REVENUES	0	0	986,000	0	300,000	1,616,936
	RECLAIMED WATER	60,610	60,609	0	0	0	71,936
	DEBT SERVICE	0	0	0	0	0	0
	CAPITAL OUTLAY	0	0	986,000	0	300,000	1,545,000
	TRANSFER OUT	0	0	0	0	0	0
	TOTAL EXPENDITURES	60,610	60,609	986,000	0	300,000	1,616,936
	ENDING CASH	60,610-	60,609-	0	0	0	0

BUDGET APPROPRIATIONS - DETAIL
407 - RECLAIMED WATER FUND (RPT 20260)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
PERSONAL SERVICES							
407-3039-5001200	RECLAIMED WATER - SALARIES	0	0	0	0	0	29,757
407-3039-5001400	RECLAIMED WATER - OVERTIME	0	0	0	0	0	3,000
407-3039-5001510	RECLAIMED WATER - STANDBY	0	0	0	0	0	1,000
407-3039-5002100	RECLAIMED WATER - FICA	0	0	0	0	0	2,582
407-3039-5002200	RECLAIMED WATER - RETIREMENT	0	0	0	0	0	4,493
407-3039-5002230	RECLAIMED WATER - RETIREMENT - NATI	0	0	0	0	0	231
407-3039-5002300	RECLAIMED WATER - LIFE/HEALTH INS	0	0	0	0	0	8,457
407-3039-5002400	RECLAIMED WATER - WORKERS COMPENSAT	0	0	0	0	0	1,526

	TOTAL PERSONAL SERVICES	0	0	0	0	0	51,047

OPERATING EXPENSES							
407-3039-5003100	RECLAIMED WATER - PROFESSIONAL SERV	0	0	0	0	0	750
407-3039-5003101	RECLAIMED WATER - MAINT SUPPORT/SOF	0	0	0	0	0	250
407-3039-5003200	RECLAIMED WATER - AUDITING	0	0	0	0	0	300
407-3039-5003421	RECLAIMED WATER - LABORATORY SERVIC	0	0	0	0	0	2,750
407-3039-5003423	RECLAIMED WATER - TEMP LABOR	0	0	0	0	0	400
407-3039-5004000	RECLAIMED WATER - TRAVEL & PER DIE	0	0	0	0	0	600
407-3039-5004100	RECLAIMED WATER - COMMUNICATIONS	0	0	0	0	0	25
407-3039-5004110	RECLAIMED WATER - POSTAGE/FREIGHT	0	0	0	0	0	400
407-3039-5004300	RECLAIMED WATER - UTILITIES - ELECT	0	0	0	0	0	50
407-3039-5004320	RECLAIMED WATER - UTILITIES - WATER	0	0	0	0	0	2,000
407-3039-5004330	RECLAIMED WATER - STORMWATER FEES	0	0	0	0	0	75
407-3039-5004500	RECLAIMED WATER - INSURANCE	0	0	0	0	0	1,134
407-3039-5004610	RECLAIMED WATER - EQUIPMENT MAINTEN	0	0	0	0	0	300
407-3039-5004613	RECLAIMED WATER - LINE MAINTENANCE	0	0	0	0	0	3,500
407-3039-5004616	RECLAIMED WATER - PLANT REPAIR	0	0	0	0	0	1,500
407-3039-5004620	RECLAIMED WATER - VEHICLE MAINTENAN	0	0	0	0	0	150
407-3039-5004640	RECLAIMED WATER - BUILDING MAINTENA	0	0	0	0	0	250
407-3039-5004910	RECLAIMED WATER - ADVERTISING	0	0	0	0	0	25
407-3039-5005100	RECLAIMED WATER - OFFICE SUPPLIES	0	0	0	0	0	25
407-3039-5005200	RECLAIMED WATER - OPERATING SUPPLIE	0	0	0	0	0	1,500
407-3039-5005211	RECLAIMED WATER - CHEMICALS	0	0	0	0	0	3,000
407-3039-5005212	RECLAIMED WATER - LABORATORY SUPPLI	0	0	0	0	0	300
407-3039-5005215	RECLAIMED WATER - DONATIONS	0	0	0	0	0	250
407-3039-5005220	RECLAIMED WATER - UNIFORMS	0	0	0	0	0	125

BUDGET APPROPRIATIONS - DETAIL
407 - RECLAIMED WATER FUND (RPT 20260)

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
407-3039-5005230	RECLAIMED WATER - VEHICLE FUEL	0	0	0	0	0	1,000
407-3039-5005400	RECLAIMED WATER - BOOKS, PUB, SUBSC	0	0	0	0	0	50
407-3039-5005401	RECLAIMED WATER - WELLNESS MEMBERSH	0	0	0	0	0	18
407-3039-5005403	RECLAIMED WATER - EAP PROGRAM	0	0	0	0	0	13
407-3039-5005410	RECLAIMED WATER - PROFESSIONAL DEVE	0	0	0	0	0	150
407-3039-5005900	DEPRECIATION	60,610	60,609	0	0	0	0

	TOTAL OPERATING EXPENSES	60,610	60,609	0	0	0	20,889

	CAPITAL OUTLAY						
407-3039-5006994	RECLAIMED WATER SYSTEM	0	0	986,000	0	300,000	1,545,000

	TOTAL CAPITAL OUTLAY	0	0	986,000	0	300,000	1,545,000

	DEBT SERVICE						

	TOTAL DEBT SERVICE	0	0	0	0	0	0

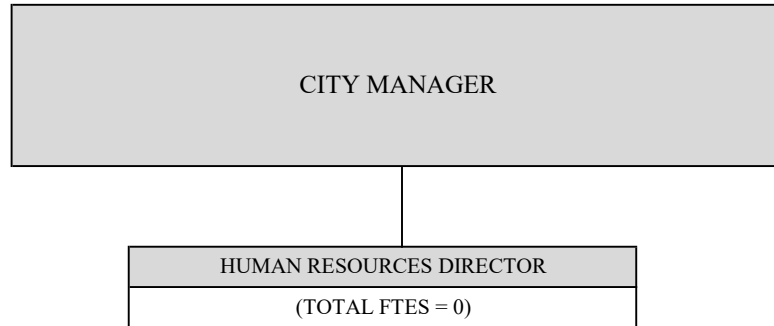
	TRANSFERS						

	TOTAL TRANSFERS	0	0	0	0	0	0

	TOTAL EXPENDITURES	60,610	60,609	986,000	0	300,000	1,616,936
=====							

**SELF INSURANCE FUND
(408-1213)**

The City's medical insurance coverage is self-funded by the City and provides medical benefits to eligible employees. The City customizes the medical plans and the self-insurance fund annually to meet the specific medical care needs of employees. The program is managed by the Human Resources Department and a Third-Party Administrator (TPA) that processes the medical claims for the employee benefit plans, collect premiums, and provide utilization reports of claims.



BUDGET APPROPRIATIONS - DETAIL
 408 - SELF-INSURANCE FUND

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
407 - RECLAIMED WATER FUND							
BEG. BALANCES & REVENUES							
408-2720000	FUND BALANCE	0	0	0	107,380-	0	0
	USE OF FUND BALANCE	0	0	0	107,380-	0	0
=====							
CHARGES FOR SERVICES							
408-3431000	SELF INSURANCE - EMPLOYER CONTRIBUT	0	0	0	765,021	1,528,707	1,534,266
408-3432000	SELF INSURANCE - EMPLOYEE CONTRIBUT	0	0	0	165,474	201,923	210,000
408-3433000	SELF INSURANCE - RETIREE CONTRIBUTI	0	0	0	12,828	0	0
	TOTAL CHARGES FOR SERVICES	0	0	0	943,322	1,730,630	1,744,266
=====							
INVESTMENT							
408-3611000	SELF INSURANCE - INVESTMENT INCOME	0	0	0	0	0	0
	TOTAL INVESTMENT	0	0	0	0	0	0
=====							
MISCELLANEOUS							
408-3699200	SELF INSURANCE - MISCELLANEOUS INCO	0	0	0	35,222	40,000	40,000
	TOTAL MISCELLANEOUS	0	0	0	35,222	40,000	40,000
=====							
	TOTAL BEG. BALANCE & REVENUES	0	0	0	871,165	1,770,630	1,784,266
=====							
	TOTAL EXPENDITURES	0	0	0	1,307,165	1,660,120	1,784,266
=====							
408-2720000	FUND BALANCE	0	0	0	107,380-	0	0
	ENDING CASH	0	0	0	328,620-	110,510	0
=====							

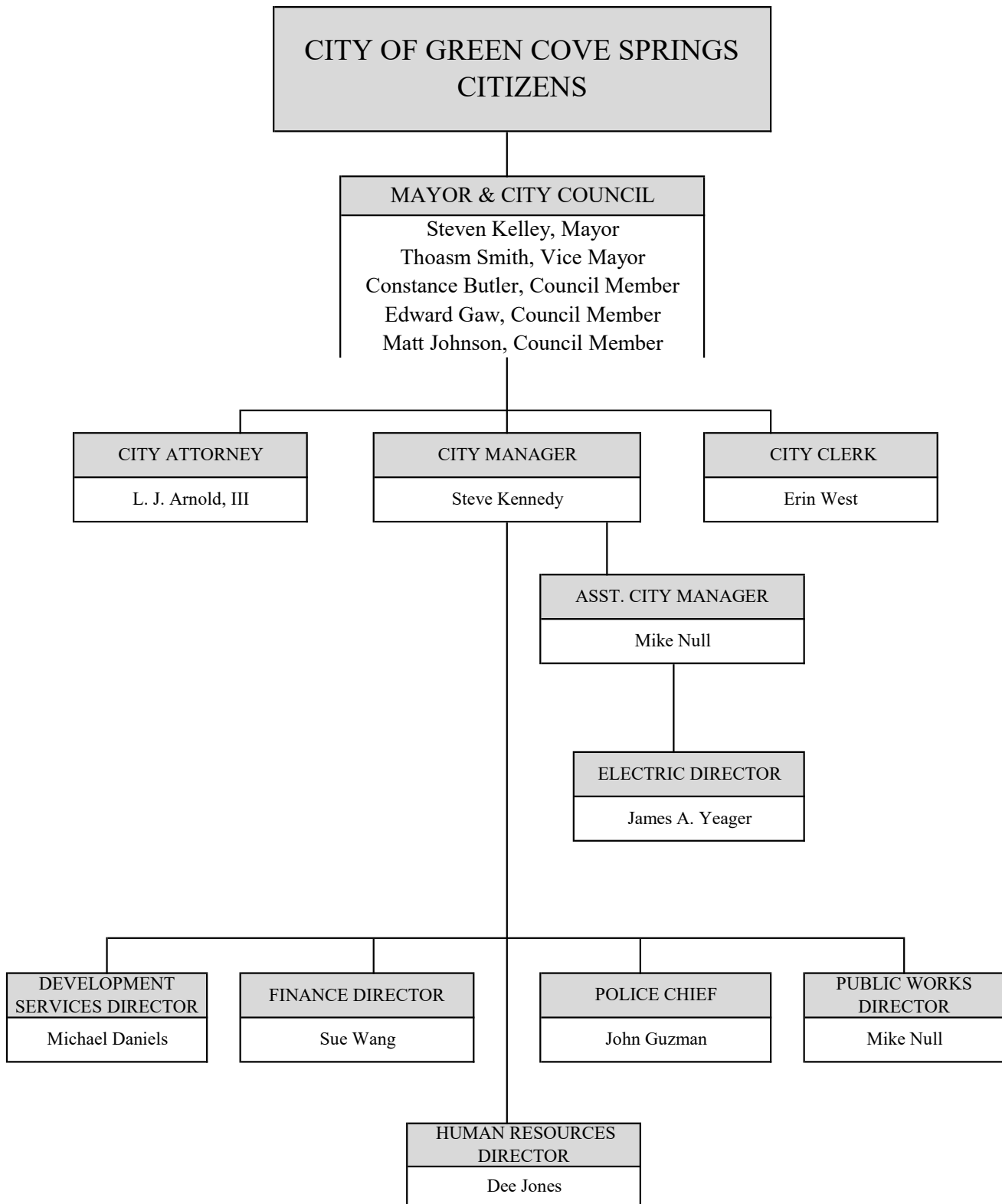
BUDGET APPROPRIATIONS - DETAIL
408 - SELF- INSURANCE

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FY2022	ACTUAL FY2023	BUDGET FY2024	ACTUAL YTD FY2024	PROJECTED FY2024	2025 BUDGET APPROVED
PERSONAL SERVICES							
408-1213-5002310	SELF INSURANCE - HEALTH CLAIMS	0	0	0	981,457	1,300,000	1,404,266
408-1213-5002320	SELF INSURANCE - FIXED COSTS	0	0	0	0	0	0
408-1213-5003410	CONTRACTUAL SERVICES	0	0	0	325,708	360,120	380,000

	TOTAL PERSONAL SERVICES	0	0	0	1,307,165	1,660,120	1,784,266

	TOTAL EXPENDITURES	0	0	0	1,307,165	1,660,120	1,784,266
=====							

CITY OF GREEN COVE SPRINGS GOVERNMENT



CITY OF GREEN COVE SPRINGS FY 2025 BUDGET CALENDAR

DATE(S)	ACTIVITY	PARTICIPANTS
<i>APRIL 2024</i>		
T 16	Budget kick-off meeting - distribute Operating Budget & CIP Worksheets	City Manager, Finance, Depts
<i>MAY 2024</i>		
T 14	Dept. heads submit Operating Budgets and Capital Improvement Worksheets to Finance	Finance, Depts
<i>JUNE 2024</i>		
M-TH 3-6	City Manager meets with individual dept heads to review Operating Budgets and Capital Improvement Worksheets	City Manager, Finance, Depts
M-W 10-27	City Manager & Finance prepare Operating and Capital Improvement Budgets	City Manager, Finance
<i>JULY 2024</i>		
M 1	Receive DR420 from Property Appraiser Contact School Board, & BOCC for hearing dates (TBD)	Finance Finance Director
M-TH 1-25	Finalize Budget & CIP	City Manager, Finance Director
TH 25	City Manager submits Operating Budget & Final CIP to Council	City Manager
T 23	Council establishes tentative millage rate and sets dates for public hearings.	
<i>AUGUST 2024</i>		
TH 1	Finance certifies millage rate to tax appraiser & 1st hearing date to adopt tentative budget, millage & CIP - due within 35 days of certification. Send DR420 & MMP to Appraiser & Tax Collector	Finance Director
TH 8	8 AM Budget Workshop for Outside Agencies, Health Insurance Plan and All Utility Enterprise Funds & associated CIP, General Fund Revenues and Expenditures & associated CIP, Police Building Capital Improvement Fund, Spring Park Capital Improvement Fund, Building Special Revenue Fund & associated CIP, and Special Law Enforcement Trust Fund	Council, City Manager, Depts
T 13	8 AM Budget Workshop - Review/Complete any unfinished Budget Issues	Council, City Manager, Depts
M 19	Estimated Date: Notice of Proposed Millage Rates mailed to taxpayers by County	Council, City Manager, Depts
TH 22	Tentative Budget put on website to announce public hearing dates	Finance

CITY OF GREEN COVE SPRINGS FY 2025 BUDGET CALENDAR

SEPTEMBER 2024

T	3	Tentative budget, millage and CIP hearings/ adoption	Council, City Manager, Depts
		1st reading of Resolution to pass Millage, Budget and CIP Cannot be held sooner than 10 days after notices mailed by appraiser	
F	6	Send ads to newspaper for advertising in Clay Today newspaper-final budget & millage hearings/adoption on 9/17/24. Send Budget Summary & Notice of Tax Increase/Decrease (Make sure proper summary is used due to whether rolled back rate & millage are equal). Clay Today uses a Thursday date	Finance Director
TH	12	Ad appears in Clay Today for final hearing on budget & millage	Clay Today
T	17	Final Hearing on budget, millage, CIP & adoption of all	Council, City Manager, Depts
		Must be within 15 days after tentative adoption- must be at least 2 but not greater than 5 days after the ad 2nd and Final hearing on Ordinance to adopt Millage, Budget and CIP.	
W	18	Fax & mail Precertification to DOR Form 487V along with millage resolutions	Finance Director
F	20	Certify adopted millage to Property Appraiser, Tax Collector & DOR (within 3 days of final hearing) (Send resolution on millage only) Send to DOR as well. Receipt of Resolution is official notification of millage approved by Council	Finance Director
OCTOBER 2024			
T	1	Put final Budget on website	Finance
W	2	Complete & certify DR - 422 on E-Trim to Property Appraiser, Tax Collector, & DOR Must be within 3 days of receipt of form from Property Appraiser. Send form 487V to DOR - include DR420 MM in TRIM package	Finance Director
TH	3	Certify compliance with SS 200.065 & SS 200.068 to DOR within 30 days of final adoption. Send Form 487, Cover Sheet, DR422 & 487V to DOR - include DR 420-MM in TRIM package.	Finance Director

DEBT SERVICE OVERVIEW

Municipalities in Florida are authorized by State Statutes (Sec. 166.111, F.S.) to borrow money, contract loans, and issue bonds (the term “bonds” is defined to include bonds, indentures, notes, certificates of indebtedness, mortgage certificates, or other obligations or evidences of indebtedness of any type or character) from time to time to finance the undertaking of any capital or other project for the purposes permitted by the State Constitution and may pledge the funds, credit, property, and taxing power of the municipality for the payment of such bonds.

At the end of Fiscal Year 2024, the City estimates having total outstanding long-term debt (excluding St. Lucie and All Requirements debt to FMPA) of \$38,193,409.

Listed below is a summary of the City’s estimated Long-Term Debt on September 30, 2024.

Description	Interest Rate	Principal Balance	Final Maturity Date
Electric:			
Capital Projects	1.712%	\$ 7,065,000	07/01/33
St. Lucie Project (Note 1)		\$ 337,176	
All Requirements (Note 2)		\$ 7,743,653	
Water:			
Capital Projects	2.63%	\$ 807,000	04/01/29
Capital Projects-Design	1.71%	\$ 173,012	08/15/32
Water Infrastructure improvements	2.00%	\$ 2,171,400	4/15/2035
Wastewater:			
Capital Projects-Pre-Const.	2.29%	\$ 29,803	09/15/36
Capital Projects-Design	.66%	\$ 544,940	11/15/38
Capital Projects-Construction	.59%	\$ 1,487,134	06/15/40
Capital Projects-Construction	0.00%	\$ 9,011,065	02/15/38
Solid Waste:			
Garbage Trucks – 2	3.25%	\$ 82,311	10/22/25
Stormwater:			
Stormwater projects	2.29%	\$ 8,557,000	04/1/44
Lease sewer vac truck	4.844%	\$ 589,000	04/1/34
Construction Fund:			
Police Facility / EOC	1.63%	\$ 313,000	07/01/26
Spring Park	2.25%	\$ 524,000	07/01/31

Note 1: The annual debt service is paid out of the total cost each month. These costs include purchased power as well as debt service. The annual payment for 2023 is estimated at \$337,176.

Note 2: The annual debt service on the All Requirements is made through the formula for computing purchase power annually and not budgeted as a separate line item. The principal balance is estimated as of this date.

CITY OF GREEN COVE SPRINGS - DEBT SCHEDULE - ALL FUNDS

DEBT SERVICE REQUIREMENTS / SCHEDULE OF OUTSTANDING PRINCIPAL

Payment YE 9/30	Governmental Funds		Enterprise Funds		ANNUAL DEBT SERVICE
	Principal	Interest	PRINCIPAL	INTEREST	
2025	225,000	15,871	1,745,711	656,603	2,643,185
2026	230,000	11,742	2,310,829	662,498	3,215,069
2027	73,000	8,190	2,322,248	622,342	3,025,780
2028	75,000	6,525	2,360,777	582,627	3,024,929
2029	76,000	4,838	2,404,405	539,109	3,024,351
2030	78,000	3,116	2,272,133	497,547	2,850,796
2031	80,000	1,350	2,313,962	456,802	2,852,115
2032			2,327,454	415,659	2,743,113
2033			2,371,040	371,298	2,742,338
2034			1,561,726	326,280	1,888,005
2035			1,435,731	295,995	1,731,726
2036			1,295,436	269,742	1,565,179
2037			1,318,520	242,696	1,561,216
2038			833,276	214,856	1,048,133
2039			573,417	185,911	759,328
2040			549,000	156,371	705,371
2041			580,000	124,421	704,421
2042			612,000	91,183	703,183
2043			647,000	56,077	703,077
2044			683,000	19,096	702,096
TOTAL	837,000	51,631	30,517,665	6,787,113	38,193,409

CITY OF GREEN COVE SPRINGS - DEBT SCHEDULE - GOVERNMENTAL

DEBT SERVICE REQUIREMENTS / SCHEDULE OF OUTSTANDING PRINCIPAL

Payment YE 9/30	EOC, Series 2016A		Spring Park, 2016B		ANNUAL		ANNUAL
	Principal	Interest	Principal	Interest	PRINCIPAL	INTEREST	DEBT SERVICE
2025	155,000	4,474	70,000	11,396	225,000	15,871	240,871
2026	158,000	1,932	72,000	9,810	230,000	11,742	241,742
2027	-	-	73,000	8,190	73,000	8,190	81,190
2028	-	-	75,000	6,525	75,000	6,525	81,525
2029	-	-	76,000	4,838	76,000	4,838	80,838
2030	-	-	78,000	3,116	78,000	3,116	81,116
2031	-	-	80,000	1,350	80,000	1,350	81,350
2032	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-
TOTAL	313,000	6,406	524,000	45,225	837,000	51,631	888,631

CITY OF GREEN COVE SPRINGS - DEBT SCHEDULE - ENTERPRISE FUNDS

DEBT SERVICE REQUIREMENTS / SCHEDULE OF OUTSTANDING PRINCIPAL

Payment YE 9/30	Electric, Series 2021 Electric Rev - Pledged		Water, Series 2019 Water Rev - Pledged		Water, SRF 100102 Water Rev - Pledge		Water, SRF 100440 Water Rev - Pledge		Wastewater, SRF 100400 Wastewater Rev - Pledged		Wastewater, SRF 100401 Wastewater Rev - Pledged		Wastewater, SRF 100402 Wastewater Rev - Pledged		Wastewater, SRF 100420 Wastewater Rev - Pledged	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2025	733,000	120,953	153,000	19,212	23,472	2,859			2,184	670	37,802	3,659	98,521	8,629	352,435	-
2026	746,000	108,404	157,000	15,136	23,875	2,456	205,681	42,405	2,235	620	38,051	3,410	99,103	8,047	704,870	-
2027	758,000	95,632	161,000	10,954	24,285	2,046	209,815	38,271	2,286	568	38,303	3,159	99,689	7,461	704,870	-
2028	771,000	82,655	166,000	6,654	24,702	1,628	214,033	34,053	2,339	516	38,556	2,907	100,278	6,872	704,870	-
2029	784,000	69,456	170,000	2,236	25,126	1,204	218,335	29,751	2,393	462	38,811	2,653	100,870	6,280	704,870	-
2030	797,000	56,034	-	-	25,557	773	222,723	25,363	2,448	407	39,068	2,397	101,466	5,684	704,870	-
2031	812,000	42,389	-	-	25,996	334	227,200	20,886	2,504	350	39,326	2,140	102,066	5,084	704,870	-
2032	825,000	28,488	-	-	-	-	231,767	16,319	2,562	293	39,586	1,880	102,669	4,481	704,870	-
2033	839,000	14,364	-	-	-	-	236,425	11,661	2,621	234	39,848	1,620	103,276	3,874	704,870	-
2034	-	-	-	-	-	-	241,177	6,909	2,681	173	40,111	1,357	103,886	3,264	704,870	-
2035	-	-	-	-	-	-	164,242	2,061	2,743	111	40,376	1,093	104,500	2,650	704,870	-
2036	-	-	-	-	-	-	-	-	2,806	48	40,643	827	105,117	2,033	704,870	-
2037	-	-	-	-	-	-	-	-	-	-	40,912	559	105,738	1,412	704,870	-
2038	-	-	-	-	-	-	-	-	-	-	33,547	289	106,539	611	200,190	-
2039	-	-	-	-	-	-	-	-	-	-	-	43	53,417	158	-	-
2040	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	7,065,000	618,374	807,000	54,191	173,012	11,299	2,171,400	227,677	29,803	4,452	544,940	27,992	1,487,134	66,541	9,011,065	-

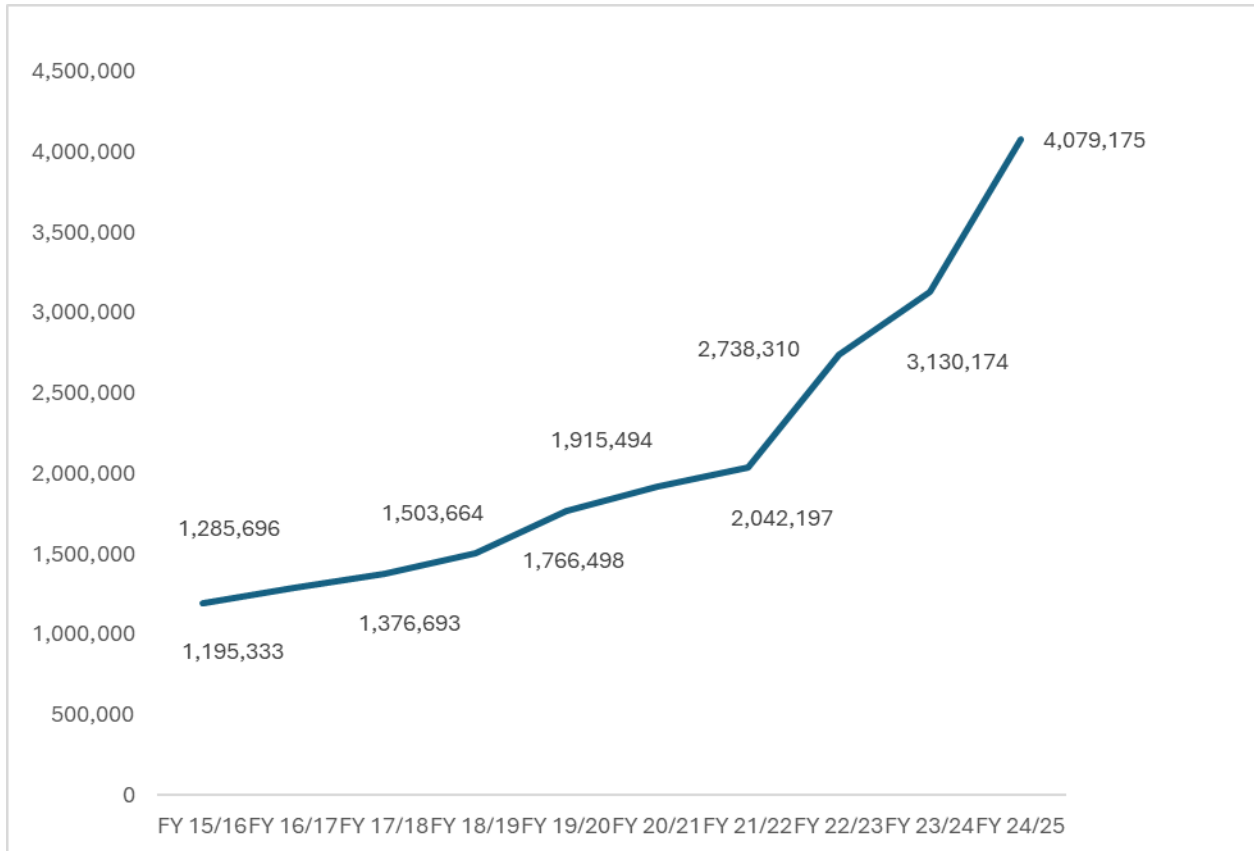
Payment YE 9/30	Lease- Purchase Sewer Cleaner Sewer Vac Truck		Solid Waste, 2019 (2) Garage Trucks		2024 StormWater Assessment Revenue Note Stormwater Project		ANNUAL PRINCIPAL INTEREST		ANNUAL DEBT SERVICE
	Principal	Interest	Principal	Interest	Principal	Interest	PRINCIPAL	INTEREST	DEBT SERVICE
2025	47,000	27,393	54,297	2,879	244,000	470,350	1,745,711	656,603	2,402,314
2026	49,000	25,068	28,014	575	257,000	456,380	2,310,829	662,498	2,973,327
2027	52,000	22,621	-	-	272,000	441,629	2,322,248	622,342	2,944,590
2028	54,000	20,054	-	-	285,000	427,287	2,360,777	582,627	2,943,404
2029	57,000	17,366	-	-	303,000	409,702	2,404,405	539,109	2,943,514
2030	60,000	14,532	-	-	319,000	392,358	2,272,133	497,547	2,769,679
2031	63,000	11,553	-	-	337,000	374,066	2,313,962	456,802	2,770,765
2032	66,000	8,429	-	-	355,000	355,770	2,327,454	415,659	2,743,113
2033	69,000	5,159	-	-	376,000	334,387	2,371,040	371,298	2,742,338
2034	72,000	1,743.84	-	-	397,000	312,832.97	1,561,726	326,280	1,888,005
2035	-	-	-	-	419,000	290,080	1,435,731	295,995	1,731,726
2036	-	-	-	-	442,000	266,834	1,295,436	269,742	1,565,179
2037	-	-	-	-	467,000	240,725	1,318,520	242,696	1,561,216
2038	-	-	-	-	493,000	213,956	833,276	214,856	1,048,133
2039	-	-	-	-	520,000	185,710	573,417	185,911	759,328
2040	-	-	-	-	549,000	156,371	549,000	156,371	705,371
2041	-	-	-	-	580,000	124,421	580,000	124,421	704,421
2042	-	-	-	-	612,000	91,183	612,000	91,183	703,183
2043	-	-	-	-	647,000	56,077	647,000	56,077	703,077
2044	-	-	-	-	683,000	19,096	683,000	19,096	702,096
TOTAL	589,000	153,918	82,311	3,454	8,557,000	5,619,215	30,517,665	6,787,113	37,304,778

AD VALOREM PROPERTY TAX

General Fund Ad Valorem Property Taxes are derived from all non-exempt real and personal property located within the City of Green Cove Springs. General Fund Ad Valorem Taxes are used to provide primary support for City-wide programs such as administrative services, law enforcement, park services, election services, and growth management services.

For FY 2024/2025, 97% of projected collections are budgeted.

PROPERTY TAX COLLECTIONS



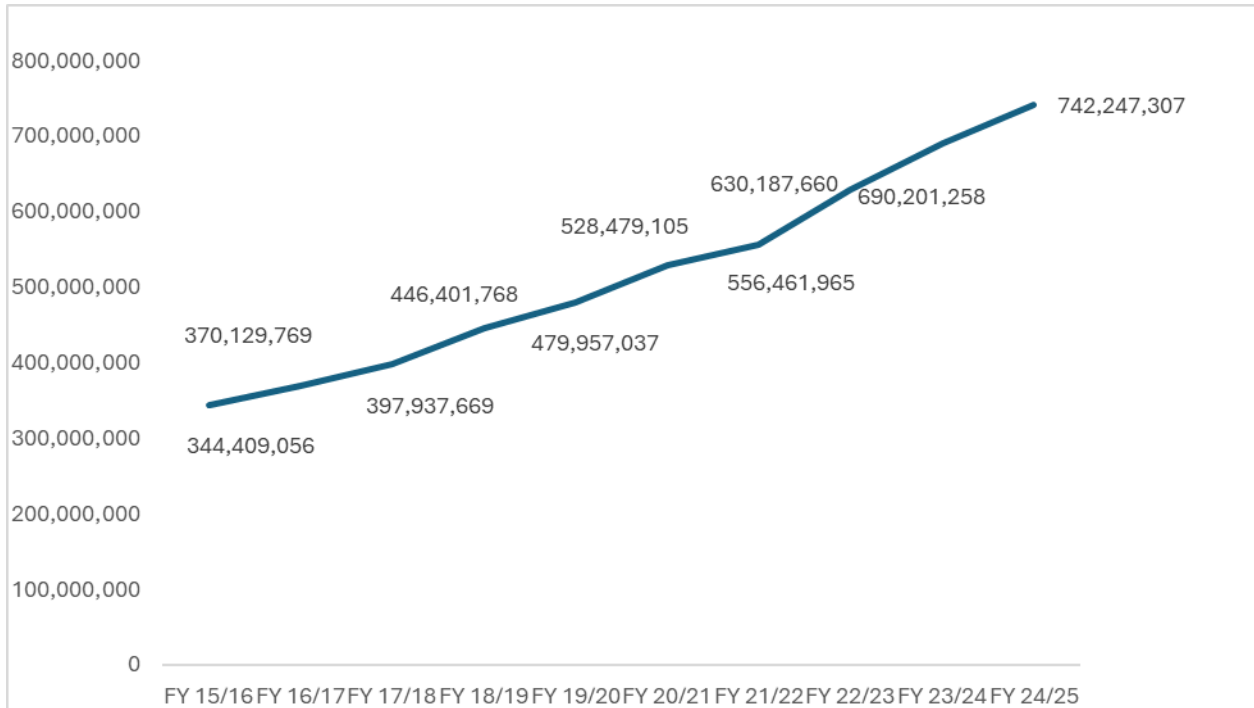
PROPERTY VALUES – MILLAGE RATE HISTORICAL

The City of Green Cove Springs' tax base has increased since FY 14/15 mainly due to an increase in the millage rate, increasing value of real property and new construction. For FY 2024/2025, the General Fund millage rate was approved at 5.7000 mills.

Millage Rate History

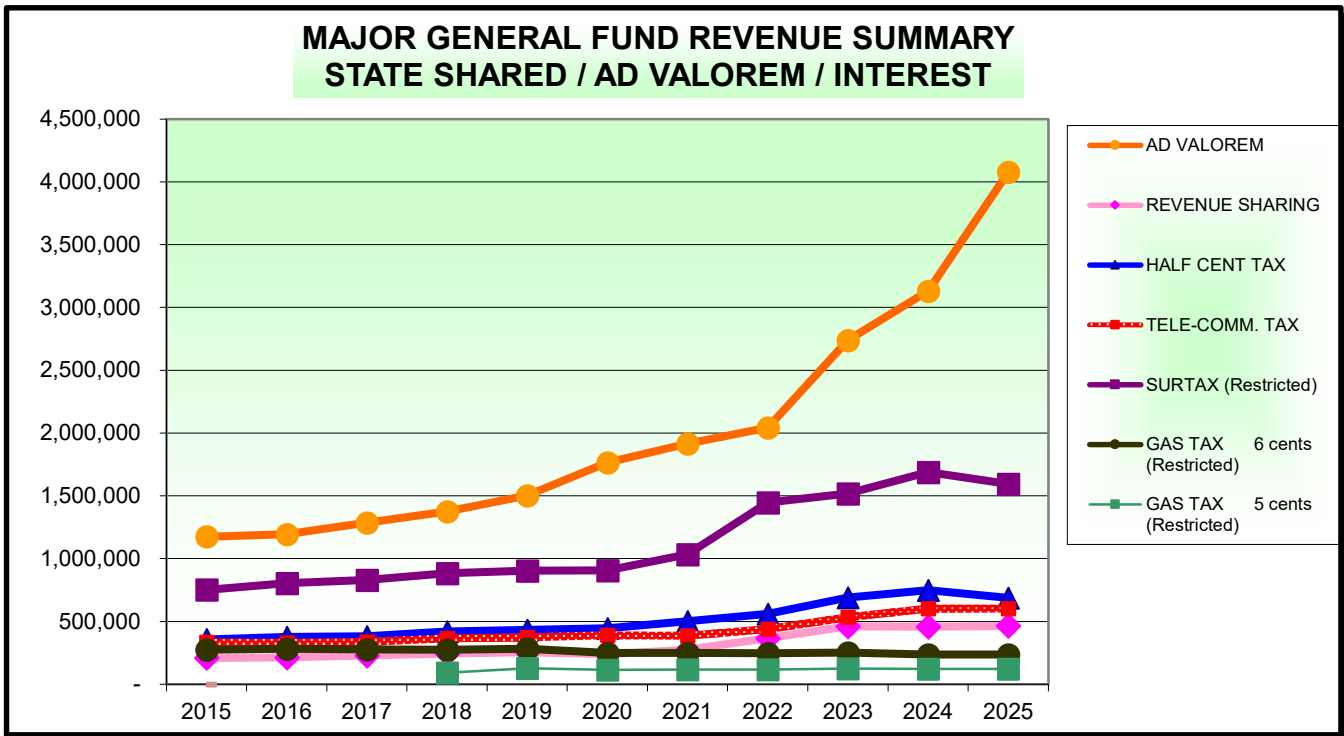
FY 1991 – 2006	2.611
FY 2007	2.6
FY 2008 – 2012	2.57
FY 2013 - 2014	2.9821
FY 2015-2019	3.6000
FY 2020-2022	3.8000
FY 2023	4.5000
FY 2024	4.7000
FY 2025	5.7000

Property Values

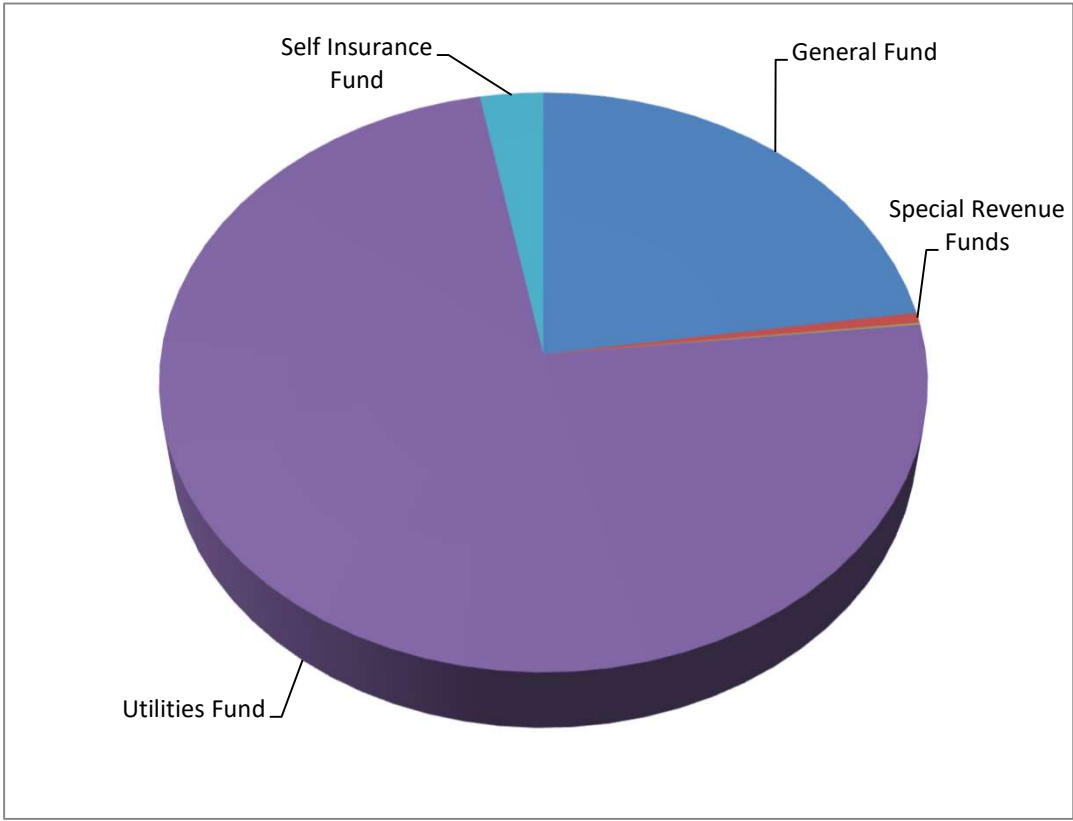


MAJOR REVENUE SOURCES

	3111000	3351200	3351800	3132200	3126000	3122100	3122110	
	AD VALOREM	REVENUE SHARING	HALF CENT TAX	TELE- COMM. TAX	SURTAX (Restricted)	GAS TAX 6 cents (Restricted)	GAS TAX 5 cents (Restricted)	TOTAL
2015	1,175,895	209,782	358,581	336,791	752,653	275,275		3,108,977
2016	1,195,333	213,776	375,804	330,365	804,608	281,523		3,201,409
2017	1,285,696	230,086	381,631	337,521	830,966	276,799		3,342,699
2018	1,376,683	243,404	419,894	367,671	884,292	275,849	91,231	3,659,024
2019	1,503,664	255,262	432,658	375,112	904,083	284,757	126,963	3,882,499
2020	1,766,498	238,015	445,840	392,425	907,795	249,770	114,008	4,114,351
2021	1,915,494	275,321	502,634	387,699	1,034,033	248,428	116,466	4,480,075
2022	2,042,197	365,272	560,738	441,579	1,447,165	246,248	117,262	5,220,461
2023	2,738,310	460,735	689,097	534,220	1,518,086	252,079	124,177	6,316,704
2024	3,130,174	459,342	749,766	603,660	1,689,556	237,086	120,866	6,990,450
2025	4,079,175	464,598	686,466	603,428	1,594,363	236,922	123,115	7,788,067
TOTAL	22,209,119	3,415,593	5,603,109	4,710,471	12,367,600	2,864,736	934,088	



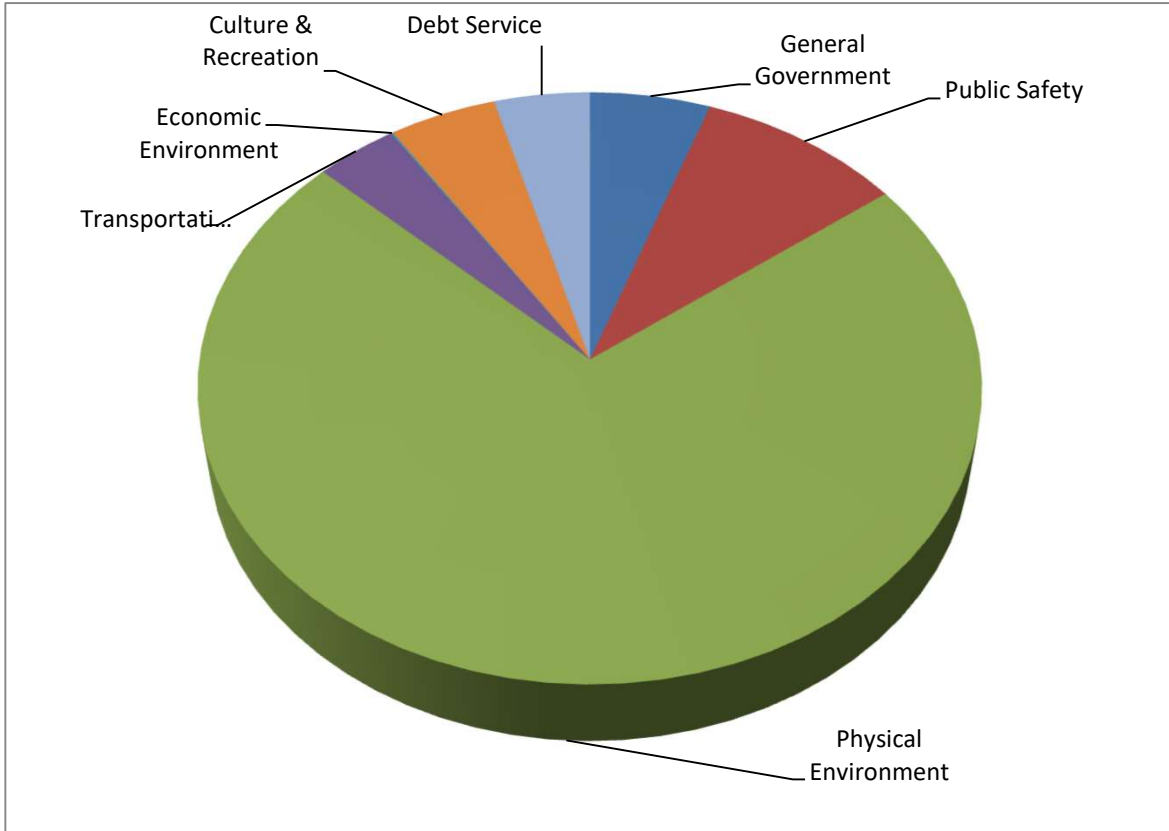
Analysis of Revenues Sources By Fund FY 24'25



FUND REVENUES & OTHER FINANCING SOURCES (Before Interfund Transfers)

General Fund	\$ 13,851,852	22.67%	
Special Revenue Funds	353,500	0.58%	
Debt Service Fund	47,492	0.08%	
Utilities Fund	45,052,627	73.75%	
Self Insurance Fund	1,784,266	2.92%	
Total Revenues & Sources Before Transfers	61,089,737	100.00%	
General Fund	1,070,000		} Transfers from Other Funds
Special Revenue Funds	11,460		
Debt Service Fund	240,870		
Utilities Fund	2,535,791		
	3,858,121		
Total Revenues, Sources & Transfers	64,947,858		
Fun Balances/Reserves/Net Assets	96,156		
Total Revenues, Transfers & Balances	\$ 65,044,014		

Analysis of Expenditures/Expenses By Functional Activity FY 24'25



FUND EXPENDITURES & TRANSFERS (Before Interfund Transfers)

General Government	\$ 3,226,008	5.46%
Public Safety	5,531,737	9.35%
Physical Environment	42,666,041	72.15%
Transportation	2,215,180	3.75%
Economic Environment	47,492	0.08%
Culture & Recreation	2,882,824	4.87%
Debt Service	2,565,809	4.34%

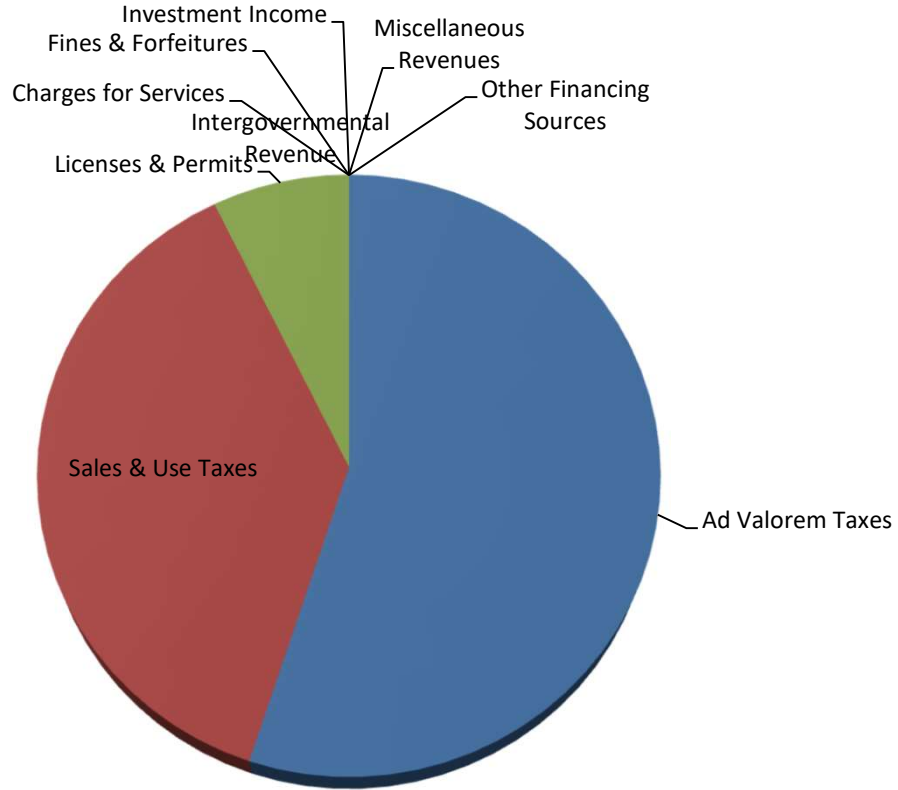
Total Expenditures & Sources Before Transfers	59,135,091	100.00%
-----------------------------------------------	------------	---------

General Government	240,870	Transfers to Other Funds
Public Safety	-	
Physical Environment	-	
Transportation	-	
Utilities Fund	3,617,251	
	3,858,121	

Self Insurance Fund Uses	1,784,266
Total Expenditures, Sources & Transfers	64,777,478
Fund Balances/Reserves/Net Assets	266,536

Total Expenditures, Transfers & Balances	\$ 65,044,014
------------------------------------------	---------------

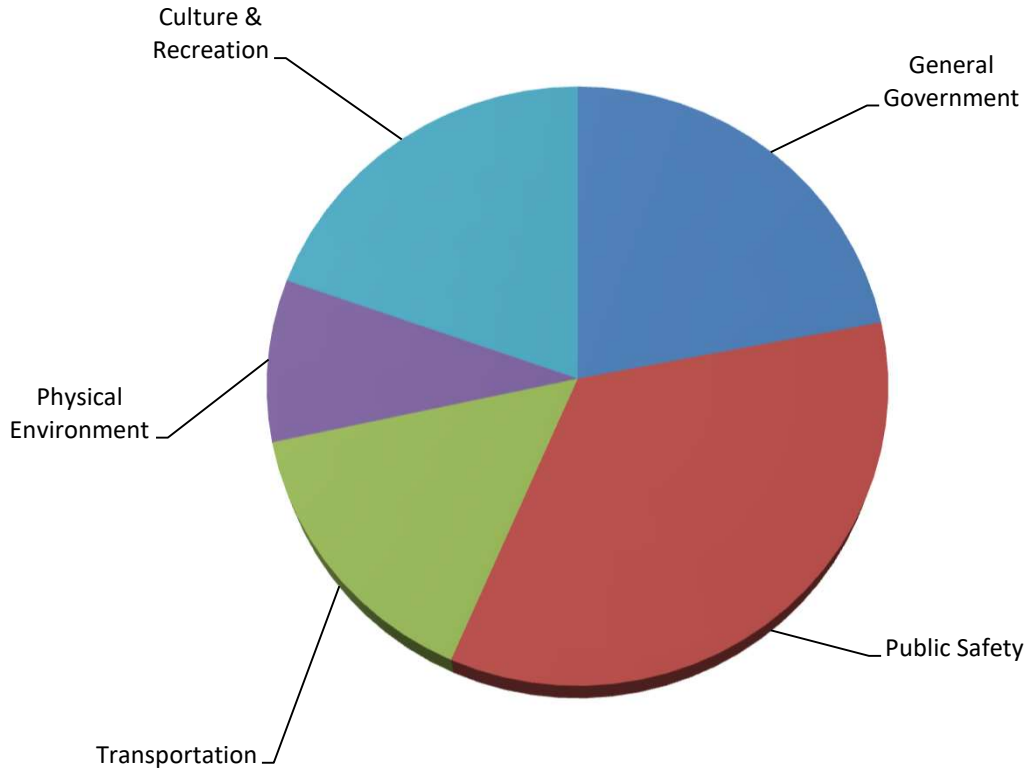
General Fund Sources FY 24'25



GENERAL FUND SOURCES by Type

Ad Valorem Taxes	4,079,175	29.45%
Sales & Use Taxes	2,790,980	20.15%
Licenses & Permits	541,045	3.91%
Intergovernmental Revenue	4,306,366	31.09%
Charges for Services	1,190,595	8.60%
Fines & Forfeitures	838,550	6.05%
Investment Income	73,996	0.53%
Miscellaneous Revenues	31,145	0.22%
Other Financing Sources	-	0.00%
Total Revenues & Sources Before Transfers	13,851,852	100.00%
 Transfers In	 1,070,000	
Total Revenues, Sources & Transfers	14,921,852	
 Fund Balance		
Total Revenues, Transfers, & Fund Balance	14,921,852	

General Fund Expenditures FY 24'25



GENERAL FUND EXPENDITURES by Functional Activity

General Government	3,226,008	21.97%
Public Safety	5,070,621	34.54%
Transportation	2,215,180	15.09%
Physical Environment	1,286,349	8.76%
Culture & Recreation	2,882,824	19.64%
Total Expense (excluding transfers out)	\$14,680,982	100.00%
Transfers Out	240,870	
Reserves	-	
Total Expenditures & Reserves	\$14,921,852	

SCHEDULE - TRANSFERS

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FYR 2022	ACTUAL FYR 2023	BUDGET FYR 2024	ACTUAL YEAR TO DATE	FY2025 APPROVED
**** TRANSFERS IN ****						
001-3832103	TRANSFER F/ELECTRIC	850,000	850,000	986,000	903,833	750,000
001-3832105	TRANSFER F/WATER	100,000	100,000	120,000	110,000	120,000
001-3832106	TRANS F/WWATER	135,000	135,000	200,000	183,333	200,000
001-3832107	TRANSFER F/SWASTE	20,000	20,000	48,000	44,000	0

	GENERAL FUND - 001	1,105,000	1,105,000	1,354,000	1,241,167	1,070,000
=====						

	DISASTER FUND - 101	0	0	0	0	0
=====						

102-3823000	TRANSFERS IN FROM ELECTRIC FUND	0	0	0	0	11,460

	BUILDING PERMIT FUND - 102	0	0	0	0	11,460
=====						

	SPECIAL LAW ENFORC. FUND - 104	0	0	0	0	0
=====						

300-3832101	TRANSFERS IN	159,867	133,272	160,000	159,968	159,474

	GENERAL CAPITAL IMPROV - 300	159,867	133,272	160,000	159,968	159,474
=====						

310-3832101	TRANSFERS IN	80,930	81,445	81,000	80,555	81,396

	SPRING PARK CAP. IMPRO. - 310	80,930	81,445	81,000	80,555	81,396
=====						

	ELECTRIC UTILITY - 401	0	0	0	0	0
=====						

	WATER UTILITY - 402	0	0	0	0	0
=====						

	WASTEWATER UTILITY - 403	0	0	0	0	0
=====						

404-3810000	TRANSFERS IN FROM ELECTRIC FUND	0	0	0	0	43,071

	SOLID WASTE UTILITY - 404	0	0	0	0	43,071
=====						

405-3810010	TRANSFERS IN FROM ELECTRIC FUND	0	0	0	0	34,392
405-3849993	TRANSFER FROM UTILITIES	454,252	612,894	618,037	566,534	902,295

	CUSTOMER SERVICE - 405	454,252	612,894	618,037	566,534	936,687
=====						

SCHEDULE - TRANSFERS

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FYR 2022	ACTUAL FYR 2023	BUDGET FYR 2024	ACTUAL YEAR TO DATE	FY2025 APPROVED	
406-3811000	TRANSFERS IN FROM ELECTRIC FUND	0	0	0	0	11,033	
	STORMWATER - 406	0	0	0	0	11,033	
407-3832101	TRANSFERS IN FROM WASTEWATER	0	0	986,000	0	1,545,000	
	RECLAIMED WATER - 407	0	0	986,000	0	1,545,000	
	TOTAL - TRANSFERS IN	1,800,049	1,932,611	3,199,037	2,048,224	3,858,121	

SCHEDULE - TRANSFERS

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FYR 2022	ACTUAL FYR 2023	BUDGET FYR 2024	ACTUAL YEAR TO DATE	FY2025 APPROVED
	**** TRANSFERS OUT ****					
	GENERAL SERVICES	0	0	0	0	0
001-2021-5009998	TRANSFERS OUT	159,867	133,272	160,000	159,968	159,474
	POLICE	159,867	133,272	160,000	159,968	159,474
001-3052-5009998	TRANSFERS OUT	0	50,207	0	0	0
	PUBLIC WORKS	0	50,207	0	0	0
001-3072-5009998	TRANSFERS OUT	80,930	81,445	81,000	80,555	81,396
	PARKS	80,930	81,445	81,000	80,555	81,396
	GENERAL FUND - 001	240,797	264,924	241,000	240,523	240,871
	DISASTER FUND - 101	0	0	0	0	0
	BUILDING PERMIT FUND - 102	0	0	0	0	0
	SPECIAL LAW ENFORC. FUND - 104	0	0	0	0	0
	GEN. CAPITAL IMPRO FUND - 300	0	0	0	0	0
	SPRING PARK CAP FUND - 310	0	0	0	0	0
401-3031-5009993	CUSTOMER SERVICE ALLOCATION	195,329	263,544	262,842	240,939	387,987
401-3031-5008200	TRANSFERS OUT RETAINED EARNINGS TO	0	0	0	0	43,071
401-3031-5009300	TRANSFERS OUT RETAINED EARNINGS TO	0	0	0	0	34,392
401-3031-5009997	TRANSFERS OUT TO STORMWATER FUND	0	0	0	0	11,033
401-3031-5009998	TRANSFERS OUT TO BUILDING FUND	0	0	0	0	11,460
401-3031-5009994	TRANSFER TO GENERAL FUND	850,000	850,000	986,000	903,833	750,000
401-3031-5009996	TRANSFERS OUT TO DISASTER FUND	0	99,275	0	0	0

SCHEDULE - TRANSFERS

G/L ACCOUNT	G/L DESCRIPTION	ACTUAL FYR 2022	ACTUAL FYR 2023	BUDGET FYR 2024	ACTUAL YEAR TO DATE	FY2025 APPROVED
	ELECTRIC UTILITIES - 401	1,045,329	1,212,819	1,248,842	1,144,772	1,237,942
=====						
402-3033-5009993	CUSTOMER SVC ALLOCATION	99,935	134,837	136,303	124,944	198,505
402-3033-5009994	TRANSFER TO GENERAL FUND	100,000	100,000	120,000	110,000	120,000

	WATER - 402	199,935	234,837	256,303	234,944	318,505
=====						
403-3035-5009993	CUSTOMER SVC ALLOCATION	113,563	153,224	154,208	141,357	225,574
403-3035-5009994	TRANSFER TO GENERAL FUND	135,000	135,000	200,000	183,333	200,000
403-3035-5009998	TRANSFERS TO RECLAIMED WATER FUND	0	0	986,000	0	1,545,000

	WASTEWATER - 403	248,563	288,224	1,340,208	324,691	1,970,574
=====						
404-3034-5009993	CUSTOMER SVC ALLOCATION	45,425	61,289	64,684	59,294	90,229
404-3034-5009994	TRANSFER TO GENERAL FUND	20,000	20,000	48,000	44,000	0

	SOLID WASTE - 404	65,425	81,289	112,684	103,294	90,229
=====						

	CUSTOMER SERVICE - 405	0	0	0	0	0
=====						

	STORMWATER - 406	0	0	0	0	0
=====						

	RECLAIMED WATER - 407	0	0	0	0	0
=====						

	TOTAL - TRANSFERS OUT	1,800,049	2,082,093	3,199,037	2,048,224	3,858,121
=====						

Div.	Department	FTE	Salaries		Wages Part-time	Overtime	Incentives/ Standby		FICA	WC		Pension	Insurance	Leave	Total
			Full	5001200			5001300	5001400		5001200	5002100				
001-1111	City Council	5.00		31,205					2,387	106	18,311	1,014		51,903	
001-1211	City Clerk	1.00		88,734					6,788	248	30,631	17,811		144,212	
001-1212	City Manager	3.00		309,822		5,000			24,084	955	44,282	40,116		424,259	
001-1213	HR	3.00		251,026		500			19,242	637	59,112	23,499		354,015	
001-1213-P	HR	1.13			32,515				2,487	-	4,350	-		39,352	
001-1214-p	Augusta Savage	1.50			52,239				3,996	3,290	7,120	-		66,646	
001-1313	Finance	3.50		298,486		1,500			22,949	814	68,809	32,319		424,876	
001-1314	IT	2.25		218,708					16,731	389	55,658	38,202		329,688	
001-1319	General Services	0.00		-					-	-	-	-		-	
001-1414	City Attorney	1.00		91,155					6,973	248	13,673	18,855		130,904	
001-1515	Developmental Services	2.00		138,991					10,633	248	31,403	4,059		185,333	
001-1517	Code Enforcement	1.00		68,640					5,251	1,769	9,356	8,008		93,024	
001-2021	PD	30.00		1,888,578		130,000	20,000		155,951	104,411	409,809	261,200		2,969,949	
001-2021-p	PD	2.00			100,672				7,701	-	-	421		108,795	
001-2021-D	PD - DISPATCH	4.00		232,351		35,000			20,452	-	33,902	16,344		338,049	
001-2021-D-P	PD - DISPATCH	2.00			91,676				7,013	-	12,495	378		111,563	
001-2021-CG-p	PD-CROSSING GUARDS	1.00			11,873				908	-	1,618	49		14,449	
001-3052	PW	5.50		283,744		6,200			22,181	35,240	39,356	52,978		439,698	
001-3052-p	PW	1.50			53,248				4,073	-	7,258	224		64,803	
001-3053	Right of Way	8.25		300,363		1,200			23,070	12,879	41,062	70,157		448,730	
001-3072	Parks	3.00		127,331		5,000			10,123	13,763	17,996	15,515		189,729	
001-3072p		0.00		-					-	-	-	-		-	
001-3073	Parks & Recs Programming	0.00		-					-	-	-	-		-	
001-3090	Equipment Maintenance	3.00		155,347		3,000			12,114	4,918	21,583	22,224		219,185	
	Subtotal General Funds	85		4,484,481	342,223	187,400	20,000		385,109	179,915	927,783	623,371		7,150,282	
102-1516	Building Permit Fund	3.00		245,921		150			18,824	389	45,916	22,974		334,174	
104-2021	Special Law Enforcement Fund	0.00		-					-	-	-	-		-	
	Subtotal	3.00		245,921	-	150	-		18,824	389	45,916	22,974	-	334,174	
300-2021	General Capital Improvement													-	
310-3072	Spring Park Capital Improvement Fund													-	
	Subtotal													-	
401-3031	Electric Utility	13.27		1,175,452		50,000	32,000		96,195	52,471	197,169	113,884		1,717,171	
402-3033	Water Utility	10.07		595,135		60,000	20,000		51,648	30,534	89,862	124,103		971,281	
402-3033-p	Water Utility	0.00		-					-	-	-	-		-	
403-3035	Wastewater Utility	10.07		595,135		60,000	20,000		51,648	30,534	89,862	124,103		971,281	
403-3035-p	Wastewater Utility	0.00		-					-	-	-	-		-	
404-3034	Solid Waste Utility	7.84		388,777		12,000			30,659	36,938	54,516	60,434		583,324	
405-3038	Customer Service	7.50		464,141		5,500	5,000		36,310	11,393	64,060	53,542		639,946	
405-3038-p	Customer Service	1.00			25,522				1,952	-	3,479	-		30,953	
406-3036	Stormwater	2.00		89,440		1,000			6,919	11,640	12,327	8,177		129,503	
407-3039	Reclaimed water	0.00		-					-	-	-	-		-	
	Subtotal Utility Funds	52		3,308,079	25,522	188,500	77,000		275,331	173,510	511,274	484,244	-	5,043,459	
901	General Fixed Assets													-	
902	General Long- Term Debt													-	
	Subtotal													-	
	Grand Total	139.38		8,038,480	367,745	376,050	97,000		679,265	353,814	1,484,973	1,130,589	-	12,527,915	

Note:

1. Workers Comp is allocated separately
2. Additional health insurance is allocated based on each cost center's share.

Total without Workers Comp and Health Insurance

11,043,512

FULL-TIME EQUIVALENT POSITIONS SUMMARY

DEPARTMENT NAME	APPROVED FY 19/20	APPROVED FY 20/21	APPROVED FY 21/22	APPROVED FY 22/23	APPROVED FY 23/24	PROPOSED FY 24/25
GENERAL FUND						
City Council	5.00	5.00	5.00	5.00	5.00	5.00
City Clerk	1.00	1.00	1.00	1.00	1.00	1.00
City Manager	3.00	3.00	3.00	3.00	3.00	3.00
Human Resources	2.00	2.00	2.00	4.25	3.63	4.13
Augusta Savage	0.00	0.00	0.00	1.50	1.50	1.50
Finance	3.50	3.50	3.50	3.50	3.50	3.50
Information Technology	1.00	1.00	2.00	2.00	2.25	2.25
City Attorney	1.00	1.00	1.00	1.00	1.00	1.00
Development Services	1.50	1.00	1.00	2.00	2.00	2.00
Code Enforcement	1.00	1.00	1.00	1.00	1.00	1.00
Police	34.00	35.00	37.00	39.00	40.50	36¹
Public Works	6.00	4.50	4.50	7.00	7.00	7.00
Right-of-Way Maintenance	2.00	2.00	2.00	6.00	8.00	8.25
Parks	4.00	4.00	5.00	6.50	2.50	4.00
Parks & Recreation -Programming	1.00	0.00	0.00	0.00	0.00	0.00
Equipment Maintenance	3.00	3.00	3.00	3.00	3.00	3.00
BUILDING	3.50	2.00	2.00	2.00	3.00	3.00
ELECTRIC (1)	10.02	10.02	10.02	11.52	12.27	13.27
WATER	8.32	8.32	8.32	8.32	10.07	10.07
WASTEWATER	8.32	8.32	8.32	8.32	10.07	10.07
SOLID WASTE	8.34	7.84	7.84	7.84	7.84	7.84
CUSTOMER SERVICE	6.50	6.50	6.50	8.00	8.00	8.50
STORMWATER	2.00	2.00	2.00	2.00	2.00	2.00
TOTALS	116.00	112.00	116.00	133.75	138.13	101.38

1. Police shows full time positions only in FY25



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** September 3, 2024

FROM: Sue Wang, Finance Director

SUBJECT: First Public Hearing on the Five-Year Capital Improvement Plan for Fiscal Year 2025/2029 and approval of Resolution No. R-21-2024 adopting the Tentative Capital Improvement Plan for Fiscal Year 2025/2029.

BACKGROUND

The third issue to be discussed at the City of Green Cove Springs public hearing on the millage rate and the budget is the tentative Five-Year Capital Improvement Plan. At all hearings, the Council shall hear comments regarding the Capital Improvement Plan and citizens shall be allowed to speak and ask questions prior to the adoption of any measures by the Council. The total proposed Capital Improvement Plan released on August 8, 2024, for the City of Green Cove Springs for the Fiscal Year 2025 is \$26,237,122.

FISCAL IMPACT

N/A

RECOMMENDATION

Approve Resolution No. R-21-2024 and tentatively adopt the Five-Year Capital Improvement Plan for FY 2025/2029 and set September 17, 2024 at 7:00 p.m. as the final public hearing on the Capital Improvement Plan.

RESOLUTION NO. R-21-2024

A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS OF CLAY COUNTY, FLORIDA, ADOPTING THE TENTATIVE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2025/2029; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Green Cove Springs of Clay County, Florida, on September 3, 2024, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Green Cove Springs of Clay County, Florida, set forth the appropriations and revenue estimate for the Capital Improvement Program for Fiscal Year 2024/2025 in the amount of \$26,237,122.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA THAT:

1. The Fiscal Year 2024/2025 tentative Capital Improvement Program attached hereto as Exhibit 'A' be adopted.
2. This Resolution will take effect immediately upon its adoption.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 3rd DAY OF SEPTEMBER 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney

Exhibit A



**CITY OF GREEN COVE SPRINGS
FIVE YEAR
CAPITAL IMPROVEMENT PLAN
FY 2024/2025 - FY 2028/2029**

CITY OF GREEN COVE SPRINGS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
FY 2024/2025 THROUGH FY 2028/2029

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**CITY OF GREEN COVE SPRINGS
FIVE YEAR CAPITAL IMPROVEMENT PLAN
FY 2024/2025 THROUGH FY 2028/2029**

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CITY OF GREEN COVE SPRINGS
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FY 2024/2025 THROUGH FY 2028/2029

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FY 2024/2025 THROUGH FY 2028/2029**

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**CITY OF GREEN COVE SPRINGS
FIVE YEAR
CAPITAL IMPROVEMENT PLAN
FY 2024/2025 - FY 2028/2029**

CITY COUNCIL

Steven Kelley, Mayor

Thomas Smith, Vice Mayor

Edward Gaw, Council Member

Matt Johnson, Council Member

Constance Butler, Council Member

CITY ADMINISTRATION

Steve Kennedy, City Manager

Mike Null, Assistant City Manager / Public Works Director

CAPITAL IMPROVEMENT PROGRAM OVERVIEW

This Capital Improvement Program (CIP) provides for the acquisition, reconstruction, initial features and equipment of facilities and any related costs for land acquisition, land improvements, design, and engineering. Examples of Capital Improvements include construction of new facilities, expansion of existing facilities, rehabilitation of roads, construction of sidewalks, and beautification of parks. The summary is organized by activity and by type of project. Within each subsection, there is a summary of funding sources and additional cost associated with the project.

FUNDING SOURCE CODES:

ARPA	American Rescue Plan Act
BOCC	Board of County Commissioners
CIT	Capital Improvement Trust
CITR	Capital Improvement Trust Reserve
DR	Depreciation Reserve
FCT	Florida Communities Trust Grant
FCTR	Florida Communities Trust Reserve
FDOT	Florida Department of Transportation Grant
FRDAP	Florida Recreation Development Assistance Program
FFTR	Federal Forfeiture Funds Transfer
G	Grants
G/LD	Grants / Legislative Delegation
GT	Gas Tax - Current
GTR	Gas Tax Reserve
5 Cent GT	5 Cent Gas Tax - Current
IK	In-Kind
LD	Legislative Delegation
L	Loan (To Be Secured)
PD	Private Developer
R	Revenue
RE	Reimbursable from Customer
REYPK	Preparation for Reynolds Industrial Park
ST	Surtax – Current
STR	Surtax Reserve
STWB	Stormwater Base Fees
STWU	Stormwater Usage Fees
TF	Trust Fund/Reserves
TR	Transfers
UCASH	Unrestricted Cash



**CITY OF GREEN COVE SPRINGS
FIVE YEAR
CAPITAL IMPROVEMENT PLAN
FY 2024/2025 - FY 2028/2029**

GENERAL FUND

FY 2024/25 GENERAL FUND PROJECT FUNDING SOURCES										
3832236 3832238										
ACCT. #	PROJECT	SURTAX	GAS TAX	LOAN	GRANTS	LEGISLATIVE DELGATION	ARPA	OTHER	TOTAL	
AUGUSTA SAVAGE - 1214										
6326	Gym Interior (replace gym floor- scrape ceiling)	250,000								250,000
6326	Gym Lockers									-
6326	Cafeteria building interior				1,397,600					1,397,600
	Total Augusta Savage	\$ 250,000	\$ -	\$ -	\$ 1,397,600	\$ -	\$ -	\$ -	\$ -	\$ 1,647,600
INFORMATION TECHNOLOGY - 1314										
6400	Equipment							45,000		\$ 45,000
	Total General Services	\$ -	\$ -	\$ -	\$ -			\$ 45,000	\$ -	\$ 45,000
GENERAL SERVICES - 1319										
6220	Install new City Hall Generator	46,000			138,490					\$ 184,490
	Total General Services	\$ 46,000	\$ -	\$ -	\$ 138,490			\$ -	\$ -	\$ 184,490
DEVELOPMENT SERVICES - 1515										
6500	Capital Outlay - Wayfinding Plan									-
6500	Capital Outlay - River House Restoration									-
6500	Downtown Parking (Walnut/Spring Street), Festival Parking on Magnolia Avenue				1,000,000					1,000,000
6500	CRA Public Art Improvements									-
	Total Development Services	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
POLICE - 2021										
6220	Building	77,480								77,480
6400	Equipment	190,043								190,043
6431	Police Cars & Equipment for Vehicles	207,609								207,609
	Total Police	\$ 475,132	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,132

FY 2024/25 GENERAL FUND PROJECT FUNDING SOURCES										
3832236 3832238										
ACCT. #	PROJECT	SURTAX	GAS TAX	LOAN	GRANTS	LEGISLATIVE DELGATION	ARPA	OTHER	TOTAL	
	PUBLIC WORKS - 3052									
6304	Pavement Markings		5,000							5,000
6370	Brick Street Repairs									-
6495	Sidewalk Program: Various Streets		45,000							45,000
6380	Contribution to Habitat - Palmer St Construction Carry Forward from FY24	150,000	250,000							400,000
6400	Equipment (replace #202D)									-
6493	Sign Program		30,000							30,000
	Total Public Works	\$ 150,000	\$ 330,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 480,000
	RIGHT OF WAY MAINTENANCE - 3053									
6400	Equipment		74,500							\$ 74,500
	Total Right of Way Maintenance	\$ -	\$ 74,500	\$ -	\$ -			\$ -	\$ -	\$ 74,500
	PARKS - 3072									
6300	Marcite Swimming Pool	65,000								65,000
	ADA Accessible Chair Pool	5,000								5,000
	Park Improvements - (RTP 50%) (\$200,000 FRDAP Grant)	200,000			200,000					400,000
	ASF Park Phase II - (FRDAP 100%)									-
6400	Equipment - Small Equipment							24,000		24,000
	Total Parks	\$ 270,000	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ 24,000	\$ -	\$ 494,000
	EQUIPMENT MAINTENANCE - 3090									
6400	Equipment							11,500		\$ 11,500
	Total Right of Way Maintenance	\$ -	\$ -	\$ -	\$ -			\$ 11,500	\$ -	\$ 11,500
	GENERAL FUND TOTAL	\$ 1,191,132	\$ 404,500	\$ -	\$ 2,736,090	\$ -	\$ -	\$ 80,500	\$ -	\$ 4,412,222

001 - 1214 AUGUSTA SAVAGE ARTS & COMMUNITY CENTER **FY 2024/2025 THRU FY 2028/2029 CAPITAL IMPROVEMENT PROGRAM**

ACCOUNT NUMBER	PROJECT	FUNDING SOURCE					
			24/25	25/26	26/27	27/28	28/29
Revenues & Other Sources:							
3126000	Surtax - Current	ST	250,000	150,000	275,000	200,000	35,000
3832236	Grant	G	1,397,600	-	-	-	-
3832238	Grant - Legislative Delegation	G/LD	-	100,000	300,000	-	-
3832236	FRDAP Grant	FRDAP	-	-	-	-	-
3832101	Surtax - Reserve	STR	-	-	-	-	-
Total Revenues & Other Sources			\$ 1,647,600	\$ 250,000	\$ 575,000	\$ 200,000	\$ 35,000
Expenditures & Other Uses:							
6326	Improvements:						
	Pickleball Courts -Resurface Courts	ST					35,000
	Classroom Interiors - Headstart	ST			275,000		
	Cafeteria Building Interior (CDBG-CV Grant)	G	1,397,600				
	Cafeteria Exterior	ST		150,000			
	Gym Exterior	ST				200,000	
	Gym Locker Rooms	G/LD		100,000	300,000		
	Gym Interior (replace gym floor- scrape ceiling)	ST	250,000				
Total Expenditures & Other Uses			\$ 1,647,600	\$ 250,000	\$ 575,000	\$ 200,000	\$ 35,000

001 - 1214 AUGUSTA SAVAGE ARTS & COMMUNITY CENTER **FY 2024/2025 CIP PROJECT PRIORITY**

RANK	ACCOUNT NUMBER	ACCOUNT NAME	FUNDING SOURCE	AMOUNT	BRIEF EXPLANATION
1	6326	Gym Floor/Ceiling	ST	250,000	Replace Gym Floor and Scrape Ceiling
2	6326	Cafeteria building interior	G	1,397,600	Restore the interior of the building and kitchen
	TOTAL			\$ 1,647,600	

001 - 1314 INFORMATION TECHNOLOGY							
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
	<u>Revenues & Other Sources:</u>						
	Revenue	R	45,000	45,000	45,000	45,000	45,000
3832104	Depreciation Reserve	DR					
Total Revenue & Other Sources			\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
	<u>Expenditures & Other Uses:</u>						
6400	Equipment	R					
	City Network Refresh		5,000	10,000			
	City Wi-Fi Refresh		10,000	10,000	15,000		
	Scale VM Host Upgrades		20,000		20,000		
	Storage Upgrades						25,000
	Cybersecurity Enhancements		10,000			35,000	
	Fiber Expansion / Maintenance			25,000			
	IoT Smart City				10,000	10,000	
	Server Upgrades						20,000
Total Expenditures & Other Uses			\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000

001 - 1319 GENERAL SERVICES **FY 2024/2025 THRU FY 2028/29 CAPITAL IMPROVEMENT PROGRAM**

ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
	<u>Revenues & Other Sources:</u>						
3832104	Depreciation Reserve	DR					
3832236	HMGP-Covid 19 Grant	G	138,490				
3832101	Surtax Reserve	STR	-				
3126000	Surtax - Current	ST	46,000	500,000	815,000	50,000	
Total Revenues & Other Sources			\$ 184,490	\$ 500,000	\$ 815,000	\$ 50,000	\$ -
	<u>Expenditures & Other Uses:</u>						
6220	Building Improvements						
	Finish N/S Wing Upper Floor City Hall	ST		500,000	800,000		
	Install new City Hall Generator	ST/G	184,490				
	Repair Stucco and Paint City Hall	ST				50,000	
	Re-seal Parking Lot City Hall	ST			15,000		
Total Expenditures & Other Uses			\$ 184,490	\$ 500,000	\$ 815,000	\$ 50,000	\$ -

001 - 1515 DEVELOPMENT SERVICES **FY 2024/2025 THRU FY 2028/2029 CAPITAL IMPROVEMENT PROGRAM**

ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
	<u>Revenues & Other Sources:</u>						
3832236	Grants	G	1,000,000	1,000,000	500,000		-
	Revenue	R	-	-	-	1,330,000	
Total Revenue & Other Sources			\$ 1,000,000	\$ 1,000,000	\$ 500,000	\$ 1,330,000	\$ -
	<u>Expenditures & Other Uses:</u>						
6400	Equipment						
	Dell Latitude 3420 - Thomas Smith	R					
6431	Vehicles	R					
6500	Capital Outlay						
	Wayfinding Plan	G					
	Rivers House Restoration	R/G					
	Downtown Parking (Walnut/Spring Street), Festival Parking on Magnolia Avenue	G	1,000,000	1,000,000			
	Magnolia Avenue Festival Street	G			500,000		
	City Hall Park and Removal of Park Roadways	R				1,200,000	
	City owned Catalyst Site for restaurant development(out for bid)	R					-
	Gustoffson Park Improvement - tennis courts	R				90,000	
	Gustoffson Park Improvements - shuffleboard courts	R				40,000	
	Acquisition of Regional Parking Areas						
	Acquisition / Construction of Regional Stormwater Areas						
	CRA Public Art Improvements						

001 - 2021 POLICE			FY 2024/25 THRU FY 2028/29 CAPITAL IMPROVEMENT PROGRAM				
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE					
			24/25	25/26	26/27	27/28	28/29
	Revenues & Other Sources:						
3831000	Federal Forfeiture Funds Transfer	FFTR	-	-	-	-	-
3832101	Surtax - Reserve	STR	475,132	586,747	586,747	541,819	484,414
3832500	ARPA Funds Transfer	ARPA	-	-	-	-	-
	Revenue	R	-	-	-	-	-
Total Revenues & Other Sources			\$ 475,132	\$ 586,747	\$ 586,747	\$ 541,819	\$ 484,414
	Expenditures & Other Uses:						
6220	Building Improvements (Security)- New Fence	STR	70,000				
	Building Improvements (Security) - 4 CCTV Evidence	STR	2,992				
6220	Building Improvements (Security) - 4 CCTV Main Building	STR	2,992				
6220	Building Improvements (Security) - 2 Storage Building CCTV	STR	1,496				
6400	AXON Officer Safety Plan (Tasers & Body Cameras) 5 year payment plan for total \$275,618.41	STR	57,405	57,405	57,405	57,405	
6400	Police Radios (1 car radio & a portable radio)	STR	11,878				
6400	AXON Fleet (18 Car Cameras) 5 year payment plan for \$224,640	STR	44,928	44,928	44,928		
6400	Dell Patrol Laptop Computers - 20 Units	STR	57,096				
6400	Desktop Computers - 6 Workstations	STR	11,000				
6431	3 Patrol Vehicles (SUVs, Paint, Decals, Tint, Equipment)	STR	207,609				
6431	7 Patrol Vehicles	STR		484,414	484,414	484,414	484,414
6443	2 Speed Detection/Data Collection Devices	STR	7,736				
Total Expenditures & Other Uses			\$ 475,132	\$ 586,747	\$ 586,747	\$ 541,819	\$ 484,414

001 - 3052 PUBLIC WORKS **FY 2024/25 THRU FY 2028/29 CAPITAL IMPROVEMENT PROGRAM**

ACCOUNT NUMBER	PROJECTS	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
	<u>Revenues & Other Sources:</u>						
	Unfunded	ST/UNFUNDED	-	1,510,000	1,000,000	500,000	500,000
3126000	Surtax - Current	ST	-	-	-	-	-
	Revenue	R	-	260,000	10,000	-	-
3122100	Gas Tax - Current	GT	80,000	280,000	280,000	280,000	280,000
3832102	Gas Tax Reserve	GTR		-	-	-	-
3832101	Surtax Reserve	STR	150,000	-	-	-	-
3832500	ARPA Funds Transfer	ARPA	-	-	-	-	-
3832236	Grants	G	-	-	-	-	-
38321XX	5 Cent Gas Tax Reserve	5 CENT GTR	250,000	-	-	-	-
3122110	5 Cent Gas Tax	5 CENT GT		120,000	120,000	120,000	120,000
Total Revenues & Other Sources			\$ 480,000	\$ 2,170,000	\$ 1,410,000	\$ 900,000	\$ 900,000
	<u>Expenditures & Other Uses:</u>						
6200	Buildings: PW New Compound Construction (New Shop, Parking Lot, Equipment Storage Area)	ST/UNFUNDED		1,510,000	1,000,000	500,000	500,000
6300	Improvements at PW - Other than Buildings:	R					
6304	Pavement Marking	GT	5,000	5,000	5,000	5,000	5,000
	<u>Streets:</u>						
6370	Street Paving						
	Resurfacing - Asphalt Overlay	GT		200,000		200,000	

001 - 3052 PUBLIC WORKS		FY 2024/25 THRU FY 2028/29 CAPITAL IMPROVEMENT PROGRAM					
ACCOUNT NUMBER	PROJECTS	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
	Brick Street Repairs	GT			200,000		200,000
63XX	Contribution to Habitat - Palmer St Construction Carry Forward from FY24	ST/GT	400,000				
6495	Sidewalk Program: <i>Various Streets</i>						
	Repairs to sidewalks that are a safety hazard	GT	45,000	45,000	45,000	45,000	45,000
6431/6400	Vehicles/Large Equipment						
6431	Replace #222- Single Cab 2004 Dodge Ram	R		55,000			
6431	Replace #203 - 2007 Chevrolet Trail Blazer	R		45,000			
6400	Purchase Skid Steer attachments	R			10,000		
6400	Replace #202D - John Deere 544 Front End Loader	R		150,000			
6400	Concrete Mixer	R		10,000			
6493	Sign Replacement Program	GT	30,000	30,000	30,000	30,000	30,000
6380	Dirt to Pave Program out of Road Segment Analysis (Foster Ln, Olive Circle and MLK)	5 Cent GT/ST		120,000	120,000	120,000	120,000
Total Expenditures & Other Uses			\$ 480,000	\$ 2,170,000	\$ 1,410,000	\$ 900,000	\$ 900,000

001 - 3052 PUBLIC WORKS			FY 2024/25 CIP PROJECT PRIORITY		
RANK	ACCOUNT NUMBER	ACCOUNT NAME	FUNDING SOURCE	AMOUNT	BRIEF EXPLANATION
1	6495	Sidewalk Program: Various Streets	GT	45,000	Preventive Maintenance
2	6493	Sign Program	GT	30,000	Sign Replacement Program
3	6304	Pavement Marking	GT	5,000	Preventive Maintenance
4	6370	Contribution to Habitat - Palmer St Construction Carry Forward from FY24	STR / 5-cent	400,000	Contribution to Habitat - Palmer St Construction Carry Forward from FY24
		TOTAL		\$ 480,000	

001 - 3053 RIGHT OF WAY MAINTENANCE		FY 2024/2025 THRU FY 2028/2029 CAPITAL IMPROVEMENT PROGRAM					
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
	<u>Revenues & Other Sources:</u>						
	Gas Tax	GT	74,500	14,000	14,000		21,000
Total Revenue & Other Sources			\$ 74,500	\$ 14,000	\$ 14,000	\$ -	\$ 21,000
	<u>Expenditures & Other Uses:</u>						
6400	Equipment						
	Replace #622 - 2012 Scag Mower, 48 in.	R	13,500		14,000		14,000
	Replace #635 - 2007 Ford Van	R	55,000				
	Add Lawn Trailer	R	6,000				7,000
	Replace #627 - 2018 Scag Mower, 61 in.	R		14,000			
Total Expenditures & Other Uses			\$ 74,500	\$ 14,000	\$ 14,000	\$ -	\$ 21,000

001 - 3072 PARKS

FY 2024/25 THRU FY 2028/29 CAPITAL IMPROVEMENT PROGRAM

ACCOUNT NUMBER		FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
<u>Revenues & Other Sources:</u>							
3832238	Grant - Legislative Delegation	LD		1,000,000			
	Revenue	R	24,000	10,000	25,000	10,000	26,000
3832236	FRDAP Grant	FRDAP	200,000	287,500		325,000	125,000
3832236	Grant	G		873,000	125,000		
3832101	Surtax - Reserve	STR					
3126000	Surtax - Current	ST	270,000	662,500	125,000	125,000	125,000
3832239	Public Private Partnership	PPP			2,000,000		
Total Revenues & Other Sources			\$ 494,000	\$ 2,833,000	\$ 2,275,000	\$ 460,000	\$ 276,000

001 - 3072 PARKS **FY 2024/25 THRU FY 2028/29 CAPITAL IMPROVEMENT PROGRAM**

ACCOUNT NUMBER		FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
	<u>Expenditures & Other Uses:</u>						
	Improvements:						
6300	City Pier Extension - Phase II (\$873K FBIP grant / \$500K ST)	G/ST		1,373,000			
6300	Marcite Swimming Pool	ST	65,000				
6300	ADA Accesible Chair Pool	ST	5,000				
	Vera Francis Hall Park						
6300	<u>VFH Park Phase VI - (FRDAP 75%) (\$112,500 Grant)</u>	FRDAP/ST		150,000			
	<u>VFH Park Phase VII - (FRDAP 100%)</u>	FRDAP				150,000	
6300	<u>ASF Park Phase I - (FRDAP 100%)</u>	FRDAP					
	<u>ASF Park Phase II - (FRDAP 100%)</u>	FRDAP		50,000			
	ASF Park Phase III- (FRDAP 100%)					50,000	
6300	Gustafsons Regional Park						
	Park Improvements - (\$200,000 FRDAP Grant)	G/ST	400,000	250,000	250,000	250,000	250,000
	Swimming Pool Facility	PPP			2,000,000		
	Equipment						
6400	Small Equipment, Weed Eaters, Blowers, Chain Saws	R	10,000	10,000	10,000	10,000	10,000
6400	Replace #623 - 2013 Scag Mower, 61 in.	R	14,000		15,000		16,000
6300	Governors Creek Boat Ramp Design and Phase I Construction	LD		1,000,000			
Total Expenditures & Other Uses			\$ 494,000	\$ 2,833,000	\$ 2,275,000	\$ 460,000	\$ 276,000

001 - 3072 PARKS **FY 2024/25 CIP PROJECT PRIORITY**

RANK	ACCOUNT NUMBER	ACCOUNT NAME	FUNDING SOURCE	AMOUNT	BRIEF EXPLANATION
1	6300	Marcite Swimming Pool (carry over from 23/24)	ST	65,000	Marcite Swimming Pool
3	6300	Gustafsons Regional Park Improvements (50% Match)	FRDAP/ST	400,000	New Trails and Pavilions
4	6300	ADA Accessible Chair- Pool	ST	5,000	Nearing end of useful life
6	6400	Small Equipment, Weed Eaters, Blowers, Chain Saw	R	10,000	Replace old tools and equipment
7	6400	Replace #623 - 2013 Scag Mower, 61 in.	R	14,000	Exceeded life expectancy
		TOTAL		\$ 494,000	

001 - 3090 EQUIPMENT MAINTENANCE		FY 2024/25 THRU FY 2028/29 CAPITAL IMPROVEMENT PROGRAM					
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
	<u>Revenues & Other Sources:</u>						
	Revenue	R	11,500		7,000		
3832104	Depreciation Reserve	DR					
Total Revenue & Other Sources			\$ 11,500	\$ -	\$ 7,000	\$ -	\$ -
	<u>Expenditures & Other Uses:</u>						
6400	Equipment - Wheel Balancer	R	\$11,500				
	Equipment- Diagnostic Equipment	R			7,000		
Total Expenditures & Other Uses			\$ 11,500	\$ -	\$ 7,000	\$ -	\$ -

FY 2024/25 ESTIMATED RESTRICTED FUND BALANCES - GENERAL FUND			
GENERAL FUND	Gas Tax	Surtax	TOTAL
Restricted Balance as of 09/30/23, per Audit:			
Local Option Fuel Tax, 5-cent, capital	572,694		572,694
Local Option Fuel Tax, 6-cents, operating & capital	184,465		184,465
Discretionary Surtax, infrastructure, land for recreation, conservation, closure of municipal-owned solid waste landfills		2,371,594	2,371,594
Estimated Revenues FY 23'24:			
Local Option Fuel Tax, 5 -cent	120,866		120,866
Local Option Fuel Tax, 6-cent	237,086		237,086
Motor Fuel	80,000		
Discretionary Surtax		1,689,556	1,689,556
Estimated Appropriations Expended for FY 23'24:			
Local Option Fuel Tax	(1,070,990)		(1,070,990)
Discretionary Surtax		(3,529,691)	(3,529,691)
Estimated Balance 09/30/24			
	\$ 124,121	\$ 531,459	\$ 655,580
Estimated Revenue FY 24'25:			
Local Option Fuel Tax, 5-cent	123,115		123,115
Local Option Fuel Tax, 6-cent	236,922		236,922
Motor Fuel	80,000		
Discretionary Surtax		1,594,363	1,594,363
Appropriations for FY 24'25			
Local Option Fuel Tax	(554,500)		(554,500)
Discretionary Surtax		(1,191,132)	(1,191,132)
Estimated Balances 09/30/2025			
	\$ 9,658	\$ 934,690	\$ 864,349



**CITY OF GREEN COVE SPRINGS
FIVE YEAR
CAPITAL IMPROVEMENT PLAN
FY 2024/2025 - FY 2028/2029**

UTILITY FUND

FY 2024/25 UTILITY FUND PROJECT FUNDING SOURCES										
		3849994	3699320				3832238			
ACCT #	PROJECT	LOAN PROCEEDS	REVENUE	GRANTS	REIMB.	OTHER	CAPITAL TRUST FUND	LEGISLATIVE DELGATION	TOTAL	
	ELECTRIC - 401-3031									
6201	Electric Operations Renovations-Structure	5,000,000							5,000,000	
6515	Voltage Conversion on North End of Town					75,000			75,000	
6400	Equipment					90,000				
6404	Vehicles					335,000			335,000	
6501	Reliability Projects					50,000			50,000	
6301	Extend New Lines				100,000				100,000	
6301	Magnolia Ave. North Feed					50,000			50,000	
6990	System Materials					200,000			200,000	
6519	Designated System Nuetral					10,000			10,000	
6501	UG Reliability (loop feed)					40,000			40,000	
6521	Rookery Subdivision Project						1,500,000		1,500,000	
6522	ROOKERY TRANSFORMERS						702,000		702,000	
	Total Electric	\$ 5,000,000	\$ -	\$ -	\$ 100,000	\$ 850,000	\$ 2,202,000		\$ 8,152,000	
	WATER - 402-3033									
6200	Building Improvement		25,000						25,000	
6391	Water Line Replacement		20,000						20,000	
6393	Replace Valves		10,000						10,000	
6395	New Meters to Install (reimbursable)				20,000				20,000	
6396	Line Extensions (reimbursable)				30,000				30,000	
6406	CR 209/Russell Road Utility Relocations	485,000							485,000	
64XX	CR 315 Utility Relocations	450,000							450,000	
6402	Reynolds/South Service Territory Water System Improvements								-	
6405	Lead Service Line Inventory								-	
6400	Replace Truck #804-2009 F150 Pickup		55,000						55,000	
6407	Reynolds High Service Pump Improvements & Fire Protection Improvements Design FY 23	126,400							126,400	
	Total Water	\$ 1,061,400	\$ 110,000	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 1,221,400	
	WASTEWATER - 403-3035									
6300	Structural R&R - stop-gap repairs only as needed		25,000						25,000	
6301	WW Collection System-Line Extensions (reimbursable)				20,000				20,000	
6302	Lift Station Rehab (Re-pipe 3 per year)		400,000						400,000	
6400	Small Equipment (Plants, line Maintenance)		75,000						75,000	
6403	CR 315 Utility Relocations - County expansion of road, Relocation is required. Both water & sewer total \$687,500	600,000							600,000	
6405	CR 209 S Force Main extension to Bayard Road	500,000							500,000	

FY 2024/25 UTILITY FUND PROJECT FUNDING SOURCES										
		3849994	3699320				3832238			
ACCT #	PROJECT	LOAN PROCEEDS	REVENUE	GRANTS	REIMB.	OTHER	CAPITAL TRUST FUND	LEGISLATIVE DELGATION	TOTAL	
6304	Manhole Rehab		35,000						35,000	
6317	Rehab Sewer Lines-Routine		200,000						200,000	
6317	Point Repairs (30 locations per SSES/various sz) (\$1,000,000)		50,000						50,000	
6400	Replace Vehicle # 906, Dodge Caliber		50,000						50,000	
6404	Trailer mounted Centrifuge for sludge processing. Hope to include in HRAWWTF Phase II funding	1,500,000							1,500,000	
6500	Phase II Consolidated AWWTP Construction and Construction Management (AWT Improvements) Carryover, projected completion Dec. 22/Jan. 23	2,500,000					-		2,500,000	
Total Wastewater		\$ 5,100,000	\$ 835,000	\$ -	\$ 20,000	\$ -	\$ -		\$ 5,955,000	
SOLID WASTE - 404-3034										
6431	Replace #709 Recycle Truck 2018 Freightliner M210		190,000						190,000	
6431	Add one new Garbage Truck for growth		195,000						195,000	
Total Solid Waste		\$ 385,000	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 385,000	
STORMWATER - 406-3036										
6307	Stormwater Improvements									
	West Street Drainage	carryover TBD							-	
	Julia Street (Design FY 22, Construction FY 23) (\$400K STWU)	1,009,000							1,009,000	
	Park Street (Grant) (LD \$318,750; STWU \$338,750)		338,750					318,750	657,500	
	Clay St. Storm Basin	2,000,000							2,000,000	
	Ferris St. Storm Basin	carryover TBD							-	
	Roberts St.	400,000							400,000	
	407 Highland Ave. (Design FY 24, Const FY 26)	100,000							100,000	
	Cove Subdivision Pipe Lining Project	carryover TBD							-	
	Oakridge Ave from North St to MLK	100,000							100,000	
6431	Replace Sweeper - Loan to be secured		300,000						300,000	
Total Stormwater		\$ 3,909,000	\$ 338,750	\$ -	\$ -	\$ -	\$ -	\$ 318,750	\$ 4,566,500	
RECLAIMED WATER - 407-3039										
6500	Design and Permitting, RW Main for Magnolia Point		1,545,000						1,545,000	
Total Reclaimed Water		\$ 1,545,000	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,545,000	
UTILITY FUND TOTAL		\$ 17,000,400	\$ 1,283,750	\$ -	\$ 170,000	\$ 850,000	\$ 2,202,000	\$ 318,750	\$ 21,824,900	

401 - 3031 ELECTRIC **FY 2024/2025 THRU FY 2028/2029 CAPITAL IMPROVEMENT PROGRAM**

ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
	<u>Revenues & Other Sources:</u>						
3431540	Revenue	R	-	-	-	-	-
3435551	Reimbursable	RE	100,000	-	-	-	-
3810010	Unrestricted Cash	UCASH	850,000	675,000	685,000	560,000	660,000
3433550	Capital Improvement Trust	CIT	2,202,000	50,000	100,000	100,000	75,000
3849994	Loan	L	5,000,000	2,000,000	-	-	-
Total Revenues & Other Sources			\$ 8,152,000	\$ 2,725,000	\$ 785,000	\$ 660,000	\$ 735,000
	<u>Expenditures and Other Uses:</u>						
6201	Electric Operations Renovations						
	New Building for Electric Department	L	5,000,000				
6301	Extend New Lines						
	Convert north end of town to 23k voltage	UCASH	75,000	75,000	75,000	75,000	75,000
6301	Magnolia Ave. North Feed	UCASH	50,000	50,000	50,000	50,000	50,000
6400	Equipment						
	Electric Reclosures and Capacitor Banks	UCASH	90,000	100,000	75,000	50,000	50,000
	New Remote Read Electric Meters & Installation	UCASH	-				
6500	Capital Outlay - Electric						
	Replace transformer #2 at Chapman Substation	L		2,000,000			
	Reliability Project	UCASH	50,000				
6521	Rookery Subdivision Project	CIT	1,500,000	50,000	100,000	100,000	75,000
6522	ROOKERY TRANSFORMERS						
	Magnolia Ave District Project	UCASH	702,000				

401 - 3031 ELECTRIC		FY 2024/2025 THRU FY 2028/2029 CAPITAL IMPROVEMENT PROGRAM					
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
6404	Vehicles	UCASH	335,000	200,000	200,000	100,000	200,000
6550	Reynolds Industrial Park	UCASH	-				
6519	Designated System Neutral	UCASH	10,000	10,000	10,000	10,000	10,000
6990	System Materials	UCASH	200,000	200,000	200,000	200,000	200,000
6511	LED Lighting Conversion	UCASH	-				
6501	UG Reliability (loop feed)	UCASH	40,000	40,000	75,000	75,000	75,000
Total Expenditures & Other Uses			\$ 8,152,000	\$ 2,725,000	\$ 785,000	\$ 660,000	\$ 735,000

402-3033 WATER			FY 2024/2025 THRU FY 2028/2029 CAPITAL IMPROVEMENT PROGRAM				
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
	<u>Revenues & Other Sources:</u>						
3435551	Reimbursable	RE	50,000	55,000	55,000	60,000	60,000
3849993	Depreciation Reserve	DR	55,000	-	-	-	-
	Revenue	R	55,000	35,000	40,000	40,000	40,000
3433540	Trust Fund/Reserves	TF	-	500,000	-	-	-
3832239	Private Developer	PD	-	-	-	-	-
3849994	Loan (To be Secured) - SRF	L/G	1,061,400	500,000	5,100,000	5,000,000	-
Total Revenues & Other Sources			\$ 1,221,400	\$ 1,090,000	\$ 5,195,000	\$ 5,100,000	\$ 100,000
	<u>Expenditures & Other Uses:</u>						
6200	Building Improvement	R	25,000				
6391	Loop Energy Cove Court (will let development of parcel or Master Plan drive easement obtainment) (\$20K)	PD					
6393	Replace Valves	R	10,000	15,000	15,000	15,000	15,000
6394	Meter Replacement (Program Complete. Next Generation to follow)	R					
6395	New Meters Install	RE	20,000	25,000	25,000	25,000	25,000

402-3033 WATER			FY 2024/2025 THRU FY 2028/2029 CAPITAL IMPROVEMENT PROGRAM				
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE					
			24/25	25/26	26/27	27/28	28/29
	<u>Water Line Replacements/Upgrades</u>						
6391	Water Line Replacement	R	20,000	20,000	25,000	25,000	25,000
6396	Line Extensions	RE	30,000	30,000	30,000	35,000	35,000
	Water Main - Governors Creek (part of consolidated AWWTP) (\$360,000 beyond FY 28)	L/G					
	Magnolia Point Culdesacs 2" Water Main Upgrades. 17 culdesacs, 4/year, \$75,000.00 each. (\$1,275,000 total) Postponed, maybe cancelled, due to SB 64/Magnolia Point Reclaimed Water System (See WW/RW CIP)	L/G					
6405	City-Wide Water Distribution System Upgrade: Elimination of AC water mains and other upgrades (\$6,620,000 beyond FY 29)	L/G					
6401	CR 315 Utility Relocations - County expansion of road, Relocation is required. Both water & sewer total \$800,000	L/G	450,000				
6402	Reynolds/South Service Territory Water System Improvements - Loop around property adjacent to FCE. Reynolds development controls implementation.	L/G			1,500,000	2,000,000	
6405	CR 209 S Water Main Extension to Bayard Rd Staff have received many draft site plans, first real development will trigger implementation	L/G	485,000				
6400	<u>Equipment/Vehicles</u>						
	Replace Truck #804-2009 F150 Pickup	DR	55,000				

402-3033 WATER			FY 2024/2025 THRU FY 2028/2029 CAPITAL IMPROVEMENT PROGRAM				
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
6403	<u>Treatment Plants</u>						
	Bonaventure Water Plant (new facility to improve pressure/flow to Magnolia Point) Postponed due to SB 64-Magnolia Point Reclaimed Water System (See WW/RW CIP), however there are system benefits						
	HRWTP GST #3 Construction. Project already designed and permitted. Timing still under consideration. MP Reclaimed Water Project could change need.	L/G		500,000	600,000		
	Reynolds Plant upgrade - Two (2) - 16" well Design & Construction Reynolds development could change timing and location. (\$3,000,000 each)	L/G			3,000,000	3,000,000	
6407	Reynolds High Service Pump Improvements & Fire Protection Improvements Design. Total cost 326,400	L	126,400				
	ReyWTP & HRWTP Ground Storage Tank Rehabilitation Reynolds development could change timing	TF		500,000			
TBD	PFAS Testing Estimated \$10,000.00						
Total Expenditures & Other Uses			\$ 1,221,400	\$ 1,090,000	\$ 5,195,000	\$ 5,100,000	\$ 100,000

402 - 3033 WATER **FY 2024/25 CIP PROJECT PRIORITY**

RANK	ACCOUNT NUMBER	ACCOUNT NAME	FUNDING SOURCE	AMOUNT	BRIEF EXPLANATION
1	6401	CR 315 Utility Relocations -	R	450,000	Pending - County continues to delay project
2	6405	CR 209 S Water Main Extension to Bayard Rd	L	485,000	Staff have received many draft site plans, first real development will trigger implementation
3	6407	Reynolds High Service Pump Improvements & Fire Protection Improvements	L	126,400	Funded by SRF loan, will spend 200,000 FY24
4	6400	Replace vehicle # 804, 2009 F-150	DR	55,000	
5	6200	Building Improvement	R	25,000	
6	6393	Replace Valves	R	10,000	
7	6395	New Meters Install	RE	20,000	
8	6391	Water Line Replacement	R	20,000	
9	6396	Line Extensions	RE	30,000	
		TOTAL		\$ 1,221,400	

403-3035 WASTEWATER			FY 2024/2025 THRU FY 2028/2029 CAPITAL IMPROVEMENT PROGRAM				
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
	Revenues & Other Sources:						
3435551	Reimbursable	RE	20,000	25,000	25,000	30,000	30,000
	Revenue	R	835,000	835,000	940,000	990,000	975,000
3849994	Loan/Grant - AWWTP	L/G	4,000,000	7,150,000	200,000	5,400,000	9,200,000
3849994	Loan	L	1,100,000	-	-	-	-
3849993	Depreciation Reserve	DR	-	-	-	-	-
3910010	Trust Fund/Reserves	TF	-	500,000	-	-	-
3343500	Grant - FEMA/HMGP	G	-	-	-	-	-
Total Revenues & Other Sources			\$ 5,955,000	\$ 8,510,000	\$ 1,165,000	\$ 6,420,000	\$ 10,205,000
	Expenditures & Other Uses:						
	Improvements other than Buildings:						
6300	Structural R & R	R	25,000	25,000	25,000	25,000	30,000
	WW Collection System						
6301	Line Extensions (reimbursable)	RE	20,000	25,000	25,000	30,000	30,000
6302	Lift Station Rehab (Re-pipe 3 per year)	R	400,000	450,000	450,000	500,000	500,000
	Conversion of LS 318 to gravity	TF		500,000			
6304	Manhole Rehab (120 locations per SSES)	R	35,000	35,000	40,000	40,000	45,000
	Rehab Sewer Lines (Routine)						
6317	Rehab sewer Lines -- Routine	R	200,000	200,000	250,000	250,000	300,000
6317	Rehab Sewer Lines (AWWTP) Updated per SSES. Will manage project by project, not major initiative						
	Rehab 1,125 LF 18" VC Sewer Line (\$200000)	L/G		200,000			
	Rehab 660 LF 15" VC Sewer Line (\$100,000)	L/G			100,000		

403-3035 WASTEWATER **FY 2024/2025 THRU FY 2028/2029 CAPITAL IMPROVEMENT PROGRAM**

ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
	Rehab 750 LF 12" VC Sewer Line (\$100,000)	L/G			100,000		
	Rehab 250 LF 12" VC Sewer Line (\$200,000)	L/G				200,000	
	Rehab 650 LF 10" VC Sewer Line (\$200,000)	L/G				200,000	
	Rehab 900 LF 10" VC Sewer Line (\$500,000)	L/G					500,000
	Rehab (pipe burst) 1,300 LF 10" VC Sewer Line (\$400,000)	L/G					400,000
	Rehab 24,200 LF 8" VC Sewer Line (\$2,500,000)	L/G					2,500,000
	Rehab 7,500 LF 8" VC Sewer Line to SWWTP--Not part of SSES (\$800,000)	L/G					800,000
	Point Repairs (30 locations per SSES/various sz) (\$1,000,000)	R	50,000	50,000	75,000	75,000	100,000
	Scioto Court Gravity Replacement - Carryover	TF					
6404	Reynolds/South Service Territory / SR23 Force Main Extension - Loop around Reynolds park Reynolds development controls implementation	L/G					
6403	CR 315 Utility Relocations - County expansion of road, Relocation is required. Both water & sewer total \$687,500	L	600,000				
6405	CR 209 S Force Main extension to Bayard Road	L	500,000				
	Equipment -- Plant & Lift Station Repair						
6400	Small Equipment (Plants, Line Maintenance)	R	75,000	75,000	100,000	100,000	
6401	Equipment/Vehicles						
	Replace Vehicle # 906, Dodge Caliber	R	50,000				
	Trailer mounted Centrifuge for sludge processing. Hope to include in HRAWWTF Phase II funding	L/G	1,500,000				

403-3035 WASTEWATER			FY 2024/2025 THRU FY 2028/2029 CAPITAL IMPROVEMENT PROGRAM				
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
6500	TREATMENT PLANTS & LIFT STATIONS						
	Consolidated Advanced WW Treatment Plant (AWWTP)						
	Phase II Consolidated AWWTP Construction and Construction Management (AWT Improvements) Carryover, projected completion Dec. 22/Jan. 23	L/G	2,500,000				
	Phase III Consolidated AWWTP Construction and Construction Management (SWWTF Decommissioning and PS 2/4 16" FM) Hope to include centrifuge, which will move line 45 (\$1,000,000.00) above to this line.	L/G		6,000,000			
	Consolidated AWWTP Phase IV (second 1.25 MGD plant at Harbor Road) Engineering, Design, & Permitting (engineering, design & permitting 80% complete)	L/G		200,000			
	Consolidated AWWTP Phase IV Construction	L/G				5,000,000	5,000,000
	HRAWWTF Outfall Improvements. Uncover end, extend further into river	L/G		750,000			
	Septic tank Phaseout, \$10 million	L/G					
Total Expenditures & Other Uses			\$ 5,955,000	\$ 8,510,000	\$ 1,165,000	\$ 6,420,000	\$ 10,205,000

403 - 3035 WASTEWATER

FY 2024/25 CIP PROJECT PRIORITY

RANK	ACCOUNT NUMBER	ACCOUNT NAME	FUNDING SOURCE	AMOUNT	BRIEF EXPLANATION
1	6500	Phase II Consolidated AWWTP	L/G	2,500,000	Construction and Construction Management (AWT Improvements) Carryover
8	6401	Trailer mounted Centrifuge for sludge processing	L	1,500,000	Will try to roll into HRWWTF Pahse II Loan
3	6403	CR 315 Utility Relocations	L	600,000	County expansion of road, Relocation is required.
5	6405	CR 209 S Force Main extension to Bayard Road	L	500,000	Pending development
6	6302	Lift Station Rehab (Re-pipe 3 per year)	R	400,000	
7	6304	Manhole Rehab (120 locations per SSES)	R	35,000	
8	6401	Replace Vehicle 906	R	50,000	
9	6400	Small Equipment (Plants, Line Maintenance)	R	75,000	
11	6317	Point Repairs (30 locations per SSES/various sz) (\$607,500)	R	50,000	
12	6300	Structural R & R	R	25,000	
13	6301	Line Extensions (reimbursable)	RE	20,000	
14	6317	Rehab sewer Lines -- Routine	R	200,000	
		TOTAL		\$ 5,955,000	

404 - 3034 SOLID WASTE		FY 2024/2025 THRU FY 2028/2029 CAPITAL IMPROVEMENT PROGRAM					
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
	<u>Revenues & Other Sources:</u>						
3895000	Depreciation Revenue	DR	-	-	-		-
3849994	Loan (To be Secured)	L	385,000	190,000	390,000	165,000	-
3434300	Revenue	R	-	-	-	-	-
Total Revenues & Other Sources			\$ 385,000	\$ 190,000	\$ 390,000	\$ 165,000	\$ -
	<u>Expenditures & Other Uses:</u>						
6431	Equipment / Vehicles						
	Replace #709 Recycle Truck 2018 Freightliner M210	L	190,000				
	Replace #701 Garbage Truck 2017, Freightliner	L		190,000			
	Add one new Garbage Truck for growth	L	195,000				
	Replace #712 Garbage Truck 2021, Freightliner	L			195,000		
	Replace #713 Garbage Truck 2021, Freightliner	L			195,000		
	Replace #720 - 2015 Claw Truck Freightliner	DR				165,000	
Total Expenditures & Other Uses			\$ 385,000	\$ 190,000	\$ 390,000	\$ 165,000	\$ -

404 - 3034 SOLID WASTE **FY 2024/25 CIP PROJECT PRIORITY**

RANK	ACCOUNT NUMBER	ACCOUNT NAME	FUNDING SOURCE	AMOUNT	BRIEF EXPLANATION
1	6431	Vehicles - Replace #709 - Recycle Truck 2018 Frieghtliner M210	L	190,000	Exceeded life expectancy
2	6431	Vehicles - Add Garbage Truck	L	195,000	Growth (Rookery)
		TOTAL		\$ 385,000	

406 - 3036 STORMWATER **FY 2024/25 THRU FY 2028/29 CAPITAL IMPROVEMENT PROGRAM**

ACCOUNT NUMBER	PROJECTS	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
	<u>Revenues & Other Sources:</u>						
3431100	Stormwater Usage Fees	STWU					
3699320	Grants (CDBG)	G					
3699301	Transfer in from General Fund (ARPA Funds)	TR					
3810000	Transfer in from Fund Balance	TR					
3832238	Legislative Delegation	LD					
	Loan - Series 2023	L23	4,266,500	1,700,000			
	Loan - Series 2026	L26			4,145,000	1,705,000	
3849994	Loan (To be Secured)	L	300,000				
Total Revenues & Other Sources			\$ 4,566,500	\$ 1,700,000	\$ 4,145,000	\$ 1,705,000	\$ -
	<u>Expenditures & Others Uses:</u>						
	<u>Stormwater</u>						
6307	Stormwater Improvements						
	West Street Drainage			carryover TBD			
	Julia Street (Design FY 22, Construction FY 23) (\$400K STWU)	L23	1,009,000				
	Park Street (Grant) (LD \$318,750; STWU \$338,750)	L23	657,500				
	Clay St. Storm Basin	L23	2,000,000				
	Ferris St. Storm Basin			carryover TBD			
	Esplanade Ave. Stormwater	L26			850,000		
	Roberts St.	L23	400,000				
	407 Highland Ave. (Design FY 24, Const FY 26)	L23/26	100,000			700,000	

406 - 3036 STORMWATER		FY 2024/25 THRU FY 2028/29 CAPITAL IMPROVEMENT PROGRAM					
ACCOUNT NUMBER	PROJECTS	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
	Cove Subdivision Pipe Lining Project		carryover TBD				
	Oakridge Ave from North St to MLK	L23/265	100,000	1,700,000	1,500,000		
	Property Purchases	L26			50,000		
	Vermont Ave S - Pipe Ditch	L26			200,000	880,000	
	Walnut St and Vermont Ave (Design & Construction)	L26			175,000	825,000	
	Gum Street Headwall	L26			70,000		
	Lewis Street Head Wall	L26			300,000		
	Elmore Street Headwall	L26			300,000		
6431	Replace Sweeper - Loan to be secured	L	300,000				
Total Expenditures & Other Uses			\$ 4,566,500	\$ 1,700,000	\$ 4,145,000	\$ 1,705,000	\$ -

406 - 3036 STORMWATER **FY 2024/25 CIP PROJECT PRIORITY**

RANK	ACCOUNT NUMBER	ACCOUNT NAME	FUNDING SOURCE	AMOUNT	BRIEF EXPLANATION
1	6307	Stormwater Improvements - West Street		Carryover	Construction (Carried over from FY24)
2	6307	Stormwater Improvements - Park Street	L23	657,500	Construction
3	6307	Julia Street Stormwater Improvements	L23	1,009,000	Construction
4	6307	Replace Sweeper	L	300,000	Old one has far exceeded life expectancy
5	6307	Clay Street Storm Basin	L23	2,000,000	Construction
6	6307	Oakridge Ave from North St to MLK	L23	100,000	Completion of Design
7	6307	Roberts Street	L23	400,000	
8	6307	407 Highland Ave	L23	100,000	Design
		TOTAL		\$ 4,566,500	

407 - 3039 RECLAIMED WATER			FY 2024/25 THRU FY 2028/29 CAPITAL IMPROVEMENT PROGRAM				
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	24/25	25/26	26/27	27/28	28/29
	Revenues & Other Sources:						
3832101	Transfers in from Wastewater	TR	1,545,000	500,000	3,500,000	6,500,000	5,000,000
Total Revenues & Other Sources			\$ 1,545,000	\$ 500,000	\$ 3,500,000	\$ 6,500,000	\$ 5,000,000
6994	Reclaimed Water System						
	Design and Permitting, RW Main for Magnolia Point	L	1,545,000				
	Construction of RW Main for Magnolia Point	L/G			2,000,000	5,000,000	5,000,000
	Construction of Phase I, Mag. Point RW System ("Red 9")	TR		500,000			
	Construction & Construction Management HR AWWTP (Phase IV) Reclaimed Water Service System	TR			1,500,000	1,500,000	
Total Expenditures & Other Uses			\$ 1,545,000	\$ 500,000	\$ 3,500,000	\$ 6,500,000	\$ 5,000,000

FY 2024/25 ESTIMATED RESTRICTED/INTERNAL ALLOCATIONS FROM FU				
	401	402	403	
UTILITY FUND	ELECTRIC CAPITAL IMPROVEMENT TRUST	WATER CAPITAL IMPROVEMENT TRUST	WASTEWATER CAPITAL IMPROVEMENT TRUST	TOTAL
Balance 09/30/2023 per Audit	134,347	674,557	1,279,366	2,088,270
Estimated Revenues FY 23'24:				
Improvement Trust Account (Permit)	900,000	25,000	45,000	970,000
Estimated Expenditures in FY 23'24:		-		-
Estimated Balances 09/30/24	\$ 1,034,347	\$ 699,557	\$ 1,324,366	3,058,270
Estimated Revenues FY 24'25:	2,000,000	30,000	72,000	2,102,000
Estimated Expenditures in FY 24'25:	(2,202,000)	-	-	(2,202,000)
Estimated Balances 09/30/25	\$ 832,347	\$ 729,557	\$ 1,396,366	\$ 2,958,270

CITY OF GREEN COVE SPRINGS EQUIPMENT LIST

City of Green Cove Springs Fleet

Grid By Department

Department Item #10. Equipment Name

Make /Model

Current Odometer

Building	Equipment Name	Make /Model	Current Odometer
500	Pickup 500	2014 Ford 150	31,716

Units: 1

Green Cove Springs Fleet

Grid
By Department

Department

Equipment Name

Make /Model

Item #10.

Code Enforcement

502

Escape 502

2017 Ford Escape

42,076

Units: 1

Green Cove Springs Fleet

Item #10.
By Department
Department

Equipment Name

Make /Model

Current Odometer

Customer Services

506	Pickup 506	2015 Nissan Frontier	95,003
507	Pickup 507	2016 Nissan Frontier	42,497
508	Forklift 508	2020 Toyota 8FGU25	169

Units: 3

Green Cove Springs Fleet

Item #10.
By Department
Department

Equipment Name

Make /Model

Current Odometer

Development Services
510

Escape 510

2023 Ford Escape

247

Units: 1

Green Cove Springs Fleet

Item #10.

Department: Equipment Name

Make /Model

Current Odometer

Item #	Department	Equipment Name	Make /Model	Current Odometer
401	Electric	BucketTruck 401D	2008 Sterling Acterra	49,920
403		Pickup 403	2009 Ford 150 4 x 4	94,547
404		Digger Truck 404D	2016 International 4300	16,587
405		Bucket Truck 405D	2016 International Bucket 4300	43,960
408		Bucket Truck 408D	2018 Freightliner M2-106	22,156
411		Pickup 411 was 274 transfer 12-21-21	2005 Ford F-350 XL Utility Body	61,190
416		Excavator Mini 416D was 800D	2006 John Deere 35D	2,783
417		Bucket Truck 417D	2021 Freightliner AA55E	10,291
418		Bucket Truck 6.7L 418D	2022 F550 Altec Super Duty	6,755
419		Digger Derek Truck 419D	2023 Freightliner M2-106	5,665
421		Pickup 421	2022 Ford 150 4x4	38,548
422		Pickup 422	2022 Ford 350 4 x4 696 gas	4,295
426		Pickup 426	2024 Ford XL 350 4 x4	303
432		Pickup 432	2024 Ford Maverick	1,363
435		Digger Truck 435D	2000 Chevrolet C8500	19,968

Units: 15

Green Cove Springs Fleet

Item #10.
By Department
Department

Equipment Name

Make /Model

Current Odometer

Equip Maint			
301	Pickup 301D	2009 Ford 250 Utility Body	43,239
529	Forklift 529	2000 Daewoo	2,551

Units: 2

Green Cove Springs Fleet

Item #10.
By Department
Department Equipment Name

Make /Model

Current Odometer

Information Technology

509	Pickup 509	2006 Chevrolet Silverado 1500	227,171
511	Explorer 511 was 402	2009 Ford 4 x 2	104,075

Units: 2

Green Cove Springs Fleet

Grid By Department

Item #10.

Department Equipment Name

Make /Model

Current Odometer

Parks

623	Mower 623M	2013 Scag Turf Tiger STT61V-75	2,187
629	Pickup 629	2019 Ford XL 150	14,376
630	Mower 630M	2020 Scag STT11-61V-26CH-EF	224
633	Pickup 633	2021 Ford F250 4 X 2	13,480
634	Mower 634M	2022 Scag STT11-61V-31BV Tun	186
639	Mower 639M	2023 Scag 61in deck STT1161V-4	76
694	Bush Hog 694D	1983 John Deere DE19766	1,007
697	Utility Cart 697	2015 John Deere Gator 4x2	2,186

Units:

8

Green Cove Springs Fleet

Grid #10.
By Department

Department Equipment Name Make /Model Current Odometer

Police Dept	Equipment Name	Make /Model	Current Odometer
123	Car 123	2017 Chevrolet Camaro	80,826
125	Car 125	1940 Chevrolet Master Deluxe	36,499
139	Car 139	2009 Chevrolet Impala	92,339
140	Car 140	2010 Chevrolet Impala	81,004
143	Car 143	2012 Chevrolet Impala	88,979
144	Car 144	2013 Ford Taurus	130,167
146	Car 146	2013 Chevrolet Impala	65,752
147	Car 147	2013 Chevrolet Impala	78,080
148	Tahoe 148	2001 Chevrolet Tahoe	243,460
149	Explorer 149	2015 Ford Explorer	87,453
150	Explorer 150	2015 Ford Explorer	103,064
152	Explorer 152	2016 Ford Explorer	75,782
153	Car 153	2016 Ford Taurus Sedan	67,713
156	Golf Cart 156	2017 Ezgo TXT	3
157	Golf Cart 157	2017 Ezgo TXT Gas	32
159	Car 159	2017 Ford Taurus	43,763
160	Car 160	2018 Ford Fusion	73,528
161	Car 161	2018 Ford Fusion	49,848
162	Car 162	2018 Ford Fusion	61,449
163	Car 163	2019 Ford Interceptor	73,025
164	Explorer 164	2019 Ford Explorer	56,470
165	Explorer 165	2019 Ford Explorer	71,018
166	Explorer 166	2019 Ford Explorer	55,450
167	Explorer 167	2019 Ford Explorer	39,779
168	Explorer 168	2019 Ford Explorer	58,907
169	Explorer 169	2021 Ford Explorer	57,754
170	Tahoe 170	2014 Chevrolet Tahoe	108,934
171	Explorer 171	2021 Ford Explorer	39,449

Green Cove Springs Fleet

Grade: By Department

Item #10.

Department	Equipment Name	Make /Model	Current Odometer
Police Dept.	Car 175	2020 Ford Fusion	37,352
175	Explorer 176	2020 Ford Explorer	41,042
176	Explorer 177	2021 Ford Explorer	27,840
177	Explorer 178	2022 Ford Explorer	19,173
178	Tahoe 179	2021 Chevrolet Tahoe K-9 Unit	32,397
179	Van 180	2022 Honda Odyssey EXL	75,900
180	Boat 181	2023 Boston Whaler Magic Tilt E	105
181 B	Explorer 182	2023 Ford Explorer	5,944
182	Explorer 183	2023 Ford Explorer	7,875
183	Car 184	2024 Nissan 2.5 Altima S	4,012
184	Explorer 185	2023 Ford Explorer Interceptor	2,818
185	Pickup 186	2023 Ford F150 Police Responder	4,836
186	Pickup 187	2023 Ford F150 Police Responder	3,005
187	Pickup 188	2023 Ford F150 Crew Cab	1,273
188			

Units: 42

Green Cove Springs Fleet

Grid
Item #10.

By Department

Department

Equipment Name

Make /Model

Current Odometer

Public Works

Grid	Equipment Name	Make /Model	Current Odometer
201	Flat Dump Bed 2011D	2006 Ford F450 Dump Truck	25,607
202	Front End Loader 202D	2007 John Deer 544J	6,370
203	Trail Blazer 203	2007 Chevrolet Trail Blazer	61,354
204	Dump Truck 204D	2007 Sterling 255 HP SLT7500 (38,090
210	Pickup 210	2009 Ford F-150 4x4	60,305
216	Expedition 216	2017 Ford Expedition 119 XL 4x4	24,556
217	Pickup 217D	2016 Ford F-450 4x2 165	22,887
221	Fire Truck 221E	1942 Dodge	64,915
222	Pickup 222 was 954 8-16-22	2004 Dodge Ram 1500	51,461
229	Pickup 229	2023 Ford Crew Cab F250 4 x 4	4,418
232	232D	2023 John Deere skid steer load	40
281	John Deer Backhoe 281D	2002 John Deere 3105G	4,952
289	Roller AR 13 289	2002 Multiquip AR-13 G	2,315
505	Car 505	2007 Dodge Caliber 07	83,742

Units:

14

Green Cove Springs Fleet

By Department

Item #10.

Department: Equipment Name

Make /Model

Current Odometer

ROW Maintenance

610	Pickup 610	2007 Ford F-150	56,643
618	Mower 618M	2009 Scag STT61V-27KA	3,095
622	Mower 622M	2012 Scag Turf Tiger 27hp 61in	1,742
624	Tractor Kubota 624D	2014 Kubota/ w Bat Wig M8560	750
626	Pickup 626	2016 Ford F-150	25,235
627	Mower 627M	2018 Scag STT11-1V-25-KA Turf	851
628	Mower 628M	2019 Scag SMT-61V-BV Turf Tig	786
631	Mower 631M	2020 Scag STT11-61V-26CH-EFI	167
635	Van 635 was207	2007 Ford E-250	33,389
636	Mower 636M	2023 Scag 61in deck Turf Tiger	264
637	Mower 637M	2023 Scag 61in deck STT1161V-4	165
638	Mower 638M	2023 Scag 48in deck STT1148V-2	110
640	Pickup 640	2023 Ford F150 4 X 4	1,724
641	Pickup 641	2023 Ford Crew Cab F-150 4 x 4	3,155
642	Mower Hover 642	2023 Hooverpro H192271	0
698	Utility Cart 698	2015 John Deere Gator 4x2	1,393
699	Mower 699M Bat Wing	2013 Land Pride RC4015	170

Units: 17

Green Cove Springs Fleet

Grid By Department

Item #10.

Department	Equipment Name	Make /Model	Current Odometer
Solid Waste			
700	Pickup 700	2007 Ford F150	77,451
701	Garbage Truck 701D	2017 Freightliner 108SD	40,535
702	Claw Truck 702D	2006 Sterling 24 cubic yd bed A	86,664
709	Recycling Truck 709D	2018 Freightliner M2106	31,695
710	Claw Truck 710D	2018 Freightliner M2106	36,432
711	Pickup 711	2020 Ford F150	14,793
712	Garbage Truck 712D	2021 Freightliner M2-106	27,002
713	Garbage Truck 713D	2021 Freightliner M2-106	25,199
720	Claw Truck 720D	2015 Freightliner TL3 Lighting L	60,517
721	Claw Truck 721D	2024 Freightliner TB-5256 Lightl	1,570

Units: 10

Green Cove Springs Fleet

By Department

Item #10.

Department: Equipment Name

Make /Model

Current Odometer

Stormwater Utility

Department	Equipment Name	Make /Model	Current Odometer
209	Sweeper 209D	2008 Elgin Pelican Series NP	7,131
223	Dump Truck 223D	2018 Freightliner M2106	12,107
224	Tractor Kubota 224D	2017 Kubota R530R43 R5511-1	1,868
228	Pickup 228	2019 Ford F-150 XL	23,251
230D	Vac-Con 230D	2023 114SD V312LHAEN/1300	654
231	Excavator - 231D	2022 John Deere 60G	261
290	Excavator Tractor 290D	2010 John Deere 50D D	2,297
632	Utility Cart 632	2021 John Deere Gator 4 x 2 HP	245

Units: 8

Green Cove Springs Fleet

Grid By Department

Item #10.

Department	Equipment Name	Make /Model	Current Odometer
Waste Water			
904	Pickup 904	2010 Ford F-150	78,885
905	Pickup 905D	2016 Ford F450 with 4000lb cra	44,584
906	Dump Truck 906D was 276D	1996 Ford LN8000	45,714
907	VacCon 907D	2018 Freightliner Chassis	7,628
909	Mower 909M was 608M transfer to W/MW	2006 Scag STT61V-27KAFD750	1,258
910	Pickup 910 transfer w/mw 10-17-23 was 611	2007 Ford F-150	41,326
911	Pickup 911	2020 Ford F-350 Crew Cab 4 x4	25,908
912	Van 912	2020 Ford Connect	21,565
914	JD Loader 914	2023 John Deere 331G #156 SKI	97
917	Utility Cart 917	2023 John Deere Gator 4X2	1
955	Pickup 955	2006 Ford F-150	97,178

Units: 11

Green Cove Springs Fleet

Grid By Department

Item #10.

Department	Equipment Name	Make /Model	Current Odometer
Water			
804	Pickup 804	2009 Ford F-150	82,321
806	Excavator 806D	2016 Caterpillar 303.5	891
807	Car 807 was 116 transfer 3/19/18	2006 Chevrolet Impala	88,604
809	Pickup 809	2021 Ford F250 4x2 X2AH	20,577
811	Pickup 811	2022 Ford 4 x 2 F250	5,263
812	Pickup 812	2022 Ford F250 4 x 2 Super cab	1,296
813	Pickup 813	2022 Ford Ranger 4 x 4 Supercr	12,696
814	Mower 814	2024 Scag Turf ST11152V-26 52"	0
Units:	8		



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council, Regular Session **MEETING DATE:** September 3, 2024
FROM: Andy Yeager, Electric Director
SUBJECT: First Reading of Ordinance No. O-20-2024, amending City Code Chapter 90, Article III, Electric Utility. *Mike Null*

BACKGROUND

In following the recommendations of the Electric Department Rate Study received by City Council in July 2023 and in order to cover the increasing costs of operating the City Electric Utility, it is necessary to increase electric rates. Ordinance O-20-2024, attached, reflects a 10% increase of all rate components across all rate classes.

It is also necessary to increase the per lot fee paid by the developer of a subdivision from \$1,300 per lot, set in 2015, to \$2,200 per lot. This increase is necessary to cover the cost of materials and installation required to provide electric service to each new lot.

The rates adopted in this ordinance will take effect immediately upon passage and will be reflected in the October 2024 billings.

FISCAL IMPACT

10% increase in revenues received from monthly billing for electric service.

RECOMMENDATION

Approve first reading of Ordinance No. O-20-2024 for form and legality, to amend City Code Chapter 90, Article III, Electric Utility, and set September 17, 2024 at 7:00 PM as the second and final reading.

ORDINANCE NO. O-20-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AMENDING CITY CODE CHAPTER 90, UTILITIES, ARTICLE III, ELECTRIC UTILITY, DIVISION 3. ENTITLED “RATES AND CHARGES FOR ELECTRIC”, SECTION 90-121 ENTITLED “RATE SCHEDULE FOR ELECTRICITY FURNISHED”; AND SECTION 90-123 ENTITLED “FEES FOR CAPITAL INSTALLATION IN THE ELECTRIC DEPARTMENT”; PROVIDING FOR REPEALER, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.

WHEREAS, Chapter 90, Utilities, Article III, Electric Utility, Division 3 establishes rates and charges for electric service from the City’s Electric System; and

WHEREAS, the City hired an independent rate consultant to review and perform a rate study on the City’s electric service rates; and

WHEREAS, the City has now determined that it is necessary to make certain changes to its electric service rates; and

WHEREAS, the City intends to file its revised tariff sheets with the Florida Public Service Commission upon approval of this Ordinance, with an effective date of such revised tariff sheets of [date], subject to approval by the Florida Public Service Commission; and

WHEREAS, increases in material and construction costs necessitate an increase in the per lot fee paid by developers of subdivisions for installation of electric infrastructure to each lot; and

WHEREAS, in order to enact such rates, the City Council has proposed this Ordinance.

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

SECTION 1. The City Council declares that changes are necessary to implement policy recommendations on the Electric Utility System. City Code Chapter 90, Article III, Electric Utility is hereby amended to read as follows:

Sec. 90-122. - Rate schedule for electricity furnished.

The following schedule of rates and charges to be imposed, assessed and collected by the city for electric energy, facilities and services furnished by the city to its customers, including the initial deposit, and other connection and service charges, is hereby adopted and established. Such rates shall be reviewed bi-annually.

(1) Residential service, as defined in section 90-59, for the following:

a. *Character of service.* Alternating current; regulated frequency of 60 cycles; delivered at approximately 120/240 volts, single-phase; other phases and voltages as required when available.

b. *Available.* Within the service area of the electric utility of the city.

c. *Monthly meter reading.* All quantities of electrical energy shown by regular monthly watt-hour meter readings to have been delivered shall be charged the rate provided in subsection (1)d of this section.

d. *Rate per month.*

1. Customer service charge: ~~\$45.00~~ 16.50.

2. Shall apply to each account whether or not there is consumption.

3. Energy charge for the first 1,000 kWh consumed in a billing month, per kWh: ~~0.10790~~ 0.11869.

4. Energy charge for each additional kWh above 1,000, per kWh: ~~0.11222~~ 0.12344.

(2) General service nondemand (commercial), as defined in section 90-59, for the following:

a. *Character of service.* Alternating current; regulated frequency of 60 cycles; delivered at approximately 120/240 volts, single-phase; other phases and voltages as required when available.

b. *Available.* Within the service area of the electric utility of the city.

c. *Rate per month.*

1. Customer service charge: ~~\$45.00~~ 16.50.

2. Energy charge (all kWh), per kWh: ~~0.11470~~ 0.12617.

d. *Minimum monthly bill.* A minimum monthly electric bill shall be rendered to each customer whose application has been approved for general service nondemand service, for an amount equal to the customer service charge.

e. *Bulk power cost adjustment.* The bulk power cost adjustment shall be as provided in subsection (6)b of this section.

(3) General service demand (commercial), as defined in section 90-59, for the following:

a. *Character of service.* Alternating current; regulated frequency of 60 cycles, single-phase or three-phase, at voltages less than 600 volts line-to-line, as required when available.

b. *Available.* Within the service area of the electric utility of the city. Applicable to all customers who qualify for a demand rate who have an operable demand meter installed, as defined in section 90-59.

c. *Rate per month.*

1. Customer service charge : ~~\$60.00~~ 66.00.
2. Demand charge (all kW), per kW: ~~\$9.04~~ 9.91.
3. Energy charge (all kWh), per kWh: ~~\$0.08432~~ 0.09275.

d. *Minimum bill.* The minimum bill shall be the customer service charge, plus the demand charge times the minimum demand kW.

e. *Bulk power cost adjustment.* The bulk power cost adjustment shall be as provided in subsection (6)b of this section.

(4) General service large demand (industrial), as defined in section 90-59, for the following:

a. *Character of service.* Alternating current; regulated frequency of 60 cycles, single-phase or three-phase, at voltages less than 60 volts line-to-line, as required when available.

b. *Available.* Within the service area of the electric utility of the city. Applicable to all customers who qualify for a demand rate who have an operable demand meter installed, as defined in section 90-59.

c. *Rate per month.*

1. Customer service charge: ~~\$250.00~~ 275.00.
2. Demand charge (all kW), per kW: ~~\$10.07~~ 11.08.
3. Energy charge (all kWh), per kWh: ~~0.07402~~ 0.08142.

d. *Minimum bill.* The minimum bill shall be the customer service charge plus the demand charge times the minimum demand kW.

e. *Change of classification of account.* Any existing general service large demand customer who constructs additional facilities under a separate demand metered account may have such new account classed as general service large demand from the date of service connection, provided the following are met:

1. The existing large service demand account has maintained a minimum kilowatt demand of 1,000 kW or greater for each of the preceding 12 months; and
2. The new account, in the sole opinion of the city, is anticipated as attaining in not less than six months a monthly demand of 200 kW or greater and a load factor of greater than 70 percent. Should such new account not have met such criteria after 12 months of operation, the city shall allow such account to continue as general service large demand provided the customer's combined general service large demand accounts when summed together would qualify for such classification based on this section.

f. *Bulk power cost adjustment.* The bulk power cost adjustment shall be as provided in subsection (6)b of this section.

(5) Master-metered service, as defined in section 90-59, for the following:

- a. *Character of service.* Alternating current; single or three-phase, regulated frequency of 60 cycles; at a locally-available system primary voltage.
- b. *Available.* Within the service area of the electric utility of the city. This rate schedule is not available to residential subdivisions or individually metered residences or businesses, and resale of electric service is not permitted.
- c. *Rate per month.*
 1. Customer service charge: ~~\$53.50~~ 58.85.
 2. Energy charge (all kWh), per kWh: ~~\$0.110~~ 0.12100.
- d. *Minimum bill.* The minimum bill shall be the customer service charge.
- e. *Bulk power cost adjustment.* The bulk power cost adjustment shall be as provided in subsection (6)b of this section.

(6) Rate stabilization; power cost adjustment.

- a. *Rate stabilization fund.* An amount may be established from time to time by the city by resolution to be deposited (rate stabilization fund deposit or RSFD) in a rate stabilization fund which shall be used at the discretion of the city

council to offset increases in the cost of power to the city (rate stabilization fund adjustment or RSFA) or for other lawful electric utility purposes, including, but not limited to, expansions, renewals and replacement of electric utility facilities. The rate stabilization fund deposit and rate stabilization fund adjustment, if any, may be included in the calculation of the bulk power cost adjustment in accordance with the provisions in subsection (6)b of this section, or may be handled in a similarly equitable manner as a separate billing line item.

b. *Bulk power cost adjustment.*

1. *Determined by city.* The bulk power cost adjustment (BPCA) will be determined each month by the city. This factor is designed to recover the cost of bulk power supply and related expenses actually incurred by the city to provide electric service to its customers. Bulk power supply costs shall include the following:

- (i) Cost of power purchased from any bulk power supplier for use in the city's electric system.
- (ii) The cost of transmission services to deliver bulk power to the city's substations.
- (iii) The cost of any equipment owned or leased by the city to generate power.
- (iv) The cost of operation including fuel and maintenance of city-owned or city-operated power generating equipment.
- (v) Other costs directly related to securing bulk power supply for the city, such as professional services to issue, evaluate, and negotiate bulk power supply contracts, and regulatory fees associated with bulk power supply.

2. *Under recovery.* If the BPCA under recovers the actual costs of bulk power supply and related expenses, the city will increase the BPCA to collect the under recovery. If the BPCA over collects actual costs of bulk power supply and related expenses, the city will decrease the fuel adjustment to credit back to customers the over recovery. In order to stabilize fluctuations in the BPCA, the city manager may determine to phase in such increases or decreases over time. In no case, however, will cumulative under or over collections be allowed to exceed eight percent of the fiscal year's annual adopted bulk power supply budget without appropriate adjustments to the BPCA. All over recovered funds remaining at the end of a fiscal year would be carried over to the subsequent fiscal year to be applied to the BPCA calculation for future months.

3. *Definitions.* The following words, terms and phrases, when used in this subsection (6), shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bulk power cost (BPC) means all electric energy costs during the calculation period related to the purchase of wholesale power and the capacity costs associated with the joint action agency ownership of generation.

Bulk power cost adjustment (BPCA) means the difference between the adjusted bulk power unit cost and the power cost base, stated in cost per kilowatt-hour, as determined by the calculation. This is also referred to as the purchased power/fuel adjustment factor.

Bulk power cost true-up (BPCT) means the difference between the bulk power cost actually incurred and the bulk power cost recovered through the power cost base and the bulk power cost adjustment that may be deposited in or removed from a true-up account, as applicable. The BPCT is that portion of the true-up account to be recovered from or returned to customers through the calculated BPCA.

Power cost base (PCB) means the bulk power-related cost that is embedded within the base retail rate, stated in cost per kilowatt-hour. The energy charge includes a power cost base of ~~\$0.085~~ 0.08015 per kWh in the base rate.

Rate stabilization fund adjustment (RSFA) means funds to offset sudden and/or temporary changes in the cost of power may be deposited in or removed from a rate stabilization fund, as applicable. The RSFA is that portion of the rate stabilization fund to be recovered from or returned to customers through the calculated BPCA.

System loss factor means the factor applied to adjust the bulk power unit cost from a basis of cost per kilowatt-hour of purchases to a basis of cost per kilowatt-hour of sales.

(7) Rates when demand history for a customer has not yet been established with the electric utility. All customers who initially request either the general service large demand (industrial) or general service demand (commercial) rate class will be billed under the general service nondemand (commercial) rate class until such time as an applicable consumption history with the electric utility justifies, and the customer requests, reclassification as a demand account based on the definitions contained in section 90-59 has been established. The city shall determine the appropriate rate class for the customer based on consumption history as defined in section 90-59.

Ordinance No. O-270-202423
Page 7 of 8

(Code 1983, § 23-53.1; Code 2001, § 78-83; Ord. No. O-16-99, § 1(23-53.1), 4-27-1999; Ord. No. O-14-2000, § 1(23-53.1), 11-21-2000; Ord. No. O-08-2007, § 2, 6-5-2007; Ord. No. O-12-2008, § 1, 6-17-2008; Ord. No. O-12-2010, § 1, 10-19-2010; Ord. No. O-05-2013, § 1, 4-9-2013; Ord. No. O-10-2015, § 1, 8-4-2015; Ord. No. O-14-2015, § 1, 9-15-2015)

SECTION 2. AMENDMENT TO SECTION 90-123(e) OF THE GREEN COVE SPRINGS CITY CODE. The first two sentences of Chapter 90, Article III, Division 3, Section 90-123(e) of the Green Cove Springs City Code is hereby amended and restated as follows:

(e) Responsibilities of developer. The developer shall be responsible for paying a capital installation fee of ~~\$1,300.00~~ \$2,200.00 per lot. The aforementioned fee amount may be increased by the city from time to time, upon posted notice at city hall, by not more than the increase in such amount as is required by cover all of the city’s actual costs for capital installations. The fee shall be paid to the city within 30 days of the subdivision plat recording date. If any fee increase is posted by the city after the initial payment of the fee by a developer, the city will provide specific information to the developer evidencing its actual costs, and the developer shall have 30 days to pay such increased amount invoiced by the city.

SECTION 23. REPEALER. Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 34. SEVERABILITY. The various parts, sections, and clauses of this Ordinance are hereby declared severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

SECTION 45. EFFECTIVE DATE. This Ordinance shall become effective upon passage.

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 SEPTEMBER, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

Ordinance No. O-270-202423
Page 8 of 8

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF
THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 17TH DAY OF
SEPTEMBER, 2024.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney



Notice to all Billing Customers
of the
City of Green Cove Springs
Water and Wastewater Utilities
Pursuant to Section 180.136, Florida Statutes

The City of Green Cove Springs City Council will consider rate increases to its Water, Wastewater and Reclaimed Water rates and charges at public hearings to be held on Tuesday, September 3, 2024, and Tuesday, September 17, 2024. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED WATER RATES (20% Increase)

Monthly Base Charge: Each customer must pay a monthly base charge for each metered point of connection to the City's water system based upon the water meter size associated with each connection point.

3/4"	\$16.60	per month	3"	\$66.38	per month
1"	\$24.65	per month	4"	\$265.51	per month
1 1/2"	\$35.09	per month	6"	\$489.60	per month
2"	\$48.55	per month	8"	\$697.07	per month
			10"	\$912.83	per month

Water Consumption Charge(s): Each customer must pay for water consumed through each connection point based upon service type:

<i>Residential Potable Service</i>			<i>Commercial Potable Service</i>		
0-3,000 gallons	\$0.86	per 1,000 gallons	0-10,000 gallons	\$2.82	per 1,000 gallons
3,001-10,000 gallons	\$2.82	per 1,000 gallons	10,001-15,000	\$2.89	per 1,000 gallons
10,001-15,000 gallons	\$2.89	per 1,000 gallons	15,001-20,000	\$2.99	per 1,000 gallons
15,001-20,000 gallons	\$2.99	per 1,000 gallons	20,001 gallons and over	\$3.07	per 1,000 gallons
20,001 gallons and over	\$3.07	per 1,000 gallons			
<i>Residential Irrigation Service</i>			<i>Commercial Irrigation Service</i>		
0-10,000 gallons	\$2.89	per 1,000 gallons	0-10,000 gallons	\$2.89	per 1,000 gallons
10,001-15,000 gallons	\$2.99	per 1,000 gallons	10,001-15,000	\$2.99	per 1,000 gallons
15,001-20,000 gallons	\$3.80	per 1,000 gallons	15,001-20,000	\$3.80	per 1,000 gallons
20,001 gallons and over	\$4.98	per 1,000 gallons	20,001 gallons and over	\$4.98	per 1,000 gallons

PROPOSED WASTEWATER RATES (5% Increase)

Monthly Base Charge: Each customer must pay for wastewater discharged into the City's wastewater collection system based upon customer class:

3/4"	\$37.61	per month	3"	\$246.84	per month
1"	\$66.63	per month	4"	\$654.10	per month
1 1/2"	\$130.81	per month	6"	\$1234.13	per month
2"	\$187.56	per month	8"	\$2073.34	per month
			10"	\$2961.89	per month

<i>Residential Service</i>			<i>Commercial Service</i>		
0-3,000 gallons	\$0.71	per 1,000 gallons	0-3,000 gallons	\$0.71	per 1,000 gallons
3,001-10,000 gallons	\$6.84	per 1,000 gallons	3,001-10,000	\$6.84	per 1,000 gallons
10,001-15,000 gallons	\$7.05	per 1,000 gallons	10,001-15,000	\$7.05	per 1,000 gallons
15,001-20,000 gallons	\$7.28	per 1,000 gallons	15,001-20,000	\$7.28	per 1,000 gallons
20,001 gallons and over	\$7.54	per 1,000 gallons	20,001-50,000	\$7.54	per 1,000 gallons
<i>Residential wastewater shall not exceed \$200.00 per month</i>			50,001 gallons and over	\$7.77	per 1,000 gallons

The Reclaimed Water Fund (Utility) and proposed rates were established in 2016. As the city has not had a fully functional **residential** reclaimed water system, there has been no update or review of the rates since 2016. Beginning in early 2025, upon completion of improvements to the Harbor Road Water Reclamation Facility, the city will begin supplying reclaimed water to customers that have reclaimed water infrastructure in their development.

The proposed reclaimed water rates mirror the potable water irrigation rates.

PROPOSED RECLAIMED WATER RATES

Monthly Base Charge: Each customer must pay a monthly base charge for each metered point of connection to the City's water system based upon the water meter size associated with each connection point.

3/4"	\$16.60	per month	3"	\$66.38	per month
1"	\$24.65	per month	4"	\$265.51	per month
1 1/2"	\$35.09	per month	6"	\$489.60	per month
2"	\$48.55	per month	8"	\$697.07	per month
			10"	\$912.83	per month

Water Consumption Charge(s): Each customer must pay for water consumed through each connection point based upon service type:

<i>Residential Irrigation Service</i>			<i>Commercial Irrigation Service</i>		
0-10,000 gallons	\$2.89	per 1,000 gallons	0-10,000 gallons	\$2.89	per 1,000 gallons
10,001-15,000 gallons	\$2.99	per 1,000 gallons	10,001-15,000	\$2.99	per 1,000 gallons
15,001-20,000 gallons	\$3.80	per 1,000 gallons	15,001-20,000	\$3.80	per 1,000 gallons
20,001 gallons and over	\$4.98	per 1,000 gallons	20,001 gallons and over	\$4.98	per 1,000 gallons

All water, wastewater, and reclaimed water utility users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits.

The City of Green Cove Springs City Council will consider rate increases to its Electric rates and charges at public hearings to be held on Tuesday, September 3, 2024, and Tuesday, September 17, 2024. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED ELECTRIC RATES (10% increase)

Monthly Customer Service Charge (Base Rate)
<ul style="list-style-type: none"> Residential: \$16.50 General Service Non-Demand (Commercial): \$16.50 General Service Demand (Commercial): \$66.00 Master-Metered: \$58.85 General Service Large Demand (Industrial): \$275.00
Monthly Energy Charges
<ul style="list-style-type: none"> Residential under 1,000 kwh: 0.11869 Residential above 1,000 kwh: 0.12344 General Service Non-Demand (Commercial): 0.12617 General Service Demand (Commercial): 0.09275 Master-Metered: 0.12100 General Service Large Demand (Industrial): 0.08142
Monthly Demand Charges
<ul style="list-style-type: none"> Residential: N/A General Service Non-Demand (Commercial): N/A General Service Demand (Commercial): \$9.91 Master-Metered: N/A General Service Large Demand (Industrial): \$11.08

The City of Green Cove Springs City Council will consider rate increases to its Solid Waste rates and charges at public hearings to be held on Tuesday, September 3, 2024, and Tuesday, September 17, 2024. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED SOLID WASTE RATES (10% INCREASE)

Residential: \$21.95
Commercial: \$29.75

The City of Green Cove Springs City Council will consider rate increases to its Stormwater Utility rates and charges at public hearings to be held on Tuesday, September 3, 2024, and Tuesday, September 17, 2024. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED STORMWATER UTILITY RATES

Base Fee
<ul style="list-style-type: none"> Residential & Commercial: \$84 per parcel/per year (INCREASE \$1/PARCEL/MONTH OR 16.7%)
User Fee
<ul style="list-style-type: none"> Residential Single-Family Home: \$300 per year (UNCHANGED) Non-Single-Family Parcels: \$300 per ESU (Equivalent Stormwater Unit) per year (UNCHANGED)

LEGAL NOTICE

CITY OF GREEN COVE SPRINGS - 321 WALNUT STREET - GREEN COVE SPRINGS, FLORIDA 32043
TEL. (904) 297-7500 - FAX (904) 284-8118

For Immediate Release/Run Once In Legal Section of Newspaper
Furnish Proof of Publication to the City Clerk

Bill to: City of Green Cove Springs
321 Walnut Street, Green Cove Springs, FL 32043
Attn: Erin West

Date: August 22, 2024
Contact: Erin West, CMC, City Clerk
Phone: (904) 297-7500, ext. 3307 **Fax:** (904) 284-8118

Run Once: **Legal Ad Section on August 29, 2024 – Furnish Affidavit**
Run Once: **Legal Ad Section on September 12, 2024 – Furnish Affidavit**

PUBLIC HEARING NOTICE

The City of Green Cove Springs proposes to adopt the following Ordinance:

ORDINANCE NO. O-20-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AMENDING CITY CODE CHAPTER 90, UTILITIES, ARTICLE III, ELECTRIC UTILITY, DIVISION 3. ENTITLED “RATES AND CHARGES FOR ELECTRIC”, SECTION 90-121 ENTITLED “RATE SCHEDULE FOR ELECTRICITY FURNISHED” AND SECTION 90-123 ENTITLED “FEES FOR CAPITAL INSTALLATION IN THE ELECTRIC DEPARTMENT”; PROVIDING FOR REPEALER, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.

The following public hearing has been scheduled and will be held in the City Council Chambers, 321 Walnut Street, Green Cove Springs, to hear comments, if any, regarding said Ordinance:

City Council: First Reading on Tuesday, September 3, 2024 at 7:00 p.m. or shortly thereafter
City Council: Second & Final Reading on Tuesday, September 17, 2024 at 7:00 p.m. or shortly thereafter

Please be advised that if a person decides to appeal any decision made by the City Council with respect to any matter considered at this scheduled public hearing, he will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact City Hall at (904) 297-7500 at least three (3) days prior to the meeting. Hearing impaired persons may access through (904) 284-4849 (TDD).

Said Ordinance is available at City Hall for review during the hours of 7:30 AM to 5:00 PM, Monday through Thursday.

All interested individuals are invited to attend this public hearing.

City of Green Cove Springs
Erin West, City Clerk
321 Walnut Street
Green Cove Springs, FL 32043
L. Steve Kennedy, City Manager



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** September 3, 2024
FROM: Scott Schultz, Assistant Water Utilities Director
SUBJECT: City Council approval on First Reading of Ordinance O-21-2024 authorizing water rate changes for Fiscal Year 2025.

BACKGROUND

Sec. 90-253. Water usage and monthly minimum charges.

- (a) *Rates schedule.* The rates, fees and charges for water service furnished by the water system of the city, referred to as a water charge, shall be based upon the quantity of water, determined by metering, furnished to each user's premises each month. The owner, occupant or tenant of each lot or parcel of land connected with or using the water system shall pay for the use of, and for the services furnished by the water system, a water charge according to the following schedule:

Base Charges for all water meters are as follows:

Meter Size	Monthly Base Charge*
¾"	\$13.83 <u>\$16.60</u>
1"	\$20.54 <u>\$24.65</u>
1-½"	\$29.24 <u>\$35.09</u>
2"	\$40.46 <u>\$48.55</u>
3"	\$55.32 <u>\$66.38</u>
4"	\$221.26 <u>\$265.51</u>
6"	\$408.00 <u>\$489.60</u>
8"	\$580.89 <u>\$697.07</u>
10"	\$760.69 <u>\$912.83</u>
* Base charge does not include any usage.	

Residential Potable	Monthly Charge per 1,000 Gallon of use					
	Block Size	<3,000 Gallons	3,001—10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons

Rate (\$/1,000 gal)	\$0.72 <u>\$0.86</u>	\$2.35 <u>\$2.82</u>	\$2.41 <u>\$2.89</u>	\$2.49 <u>\$2.99</u>	\$2.56 <u>\$3.07</u>
Residential Irrigation	Monthly Charge per 1,000 Gallon of use				
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	\$2.41 <u>\$2.89</u>	\$2.49 <u>\$2.99</u>	\$3.17 <u>\$3.80</u>	\$4.15 <u>\$4.98</u>	
Commercial Potable	Monthly Charge per 1,000 Gallon of use				
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	\$2.35 <u>\$2.82</u>	\$2.41 <u>\$2.89</u>	\$2.49 <u>\$2.99</u>	\$2.56 <u>\$3.07</u>	
Commercial Irrigation	Monthly Charge per 1,000 Gallon of use				
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	\$2.41 <u>\$2.89</u>	\$2.49 <u>\$2.99</u>	\$3.17 <u>\$3.80</u>	\$4.15 <u>\$4.98</u>	

- (b) *Water utility users outside the city limits.* All water users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits.
- (c) *Application of charges.* The charges in this section shall apply to all classes of users, including residential and commercial (industrial, institutional, charitable or otherwise), except as otherwise provided in this Code.
- (d) *Maximum monthly bill.* There shall be no maximum charge per month.
- (e) *Minimum monthly bill.* The minimum residential and commercial charge shall be the base charge based on the user's potable water meter size. The base charge does not include any usage.
- (f) *Bulk water rates.* Bulk or wholesale water rates shall be calculated to reflect the city's cost of providing water service to those entities entering into an agreement with the city. Such rates will be determined on an individual basis by the city.
- (g) *Commercial* as defined within this section, includes all uses other than residential.
- (h) *Annual rate increase.* The City Manager shall issue a written report to the City Council during the annual budget process recommending any necessary water rate adjustments.
- (i) *Computation of use.* A consumption of a fraction of any 1,000 gallons shall be the same as using the entire 1,000 gallons.

FISCAL IMPACT

20% increase in the Water Fund Operating Budget

RECOMMENDATION

Approve First Reading of Ordinance O-21-2024 authorizing water rate changes for Fiscal Year 2025 and set September 17, 2024 at 7:00 PM as the second and final reading.

ORDINANCE NO. O-21-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, MODIFYING WATER RATES BY AMENDING CITY CODE CHAPTER 90 UTILITIES, ARTICLE III - WATER SERVICE, DIVISION 3 - RATES AND CHARGES, SECTION 90-253 ENTITLED "WATER USAGE AND MONTHLY MINIMUM CHARGES"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND SETTING AN EFFECTIVE DATE.

WHEREAS, On July 16, 2024, the City Council authorized the notice of a proposed Water Rate Increase; and

WHEREAS, public notices have been sent to all utility customers in accordance with FSS Chapter 180.136.

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

Section 1. City Code Section 90-253, entitled "Water usage and monthly minimum charges," which establishes water rates, is hereby amended to read as follows, effective on September 17, 2024:

Sec. 90-253. Water usage and monthly minimum charges.

- (a) *Rates schedule.* The rates, fees and charges for water service furnished by the water system of the city, referred to as a water charge, shall be based upon the quantity of water, determined by metering, furnished to each user's premises each month. The owner, occupant or tenant of each lot or parcel of land connected with or using the water system shall pay for the use of, and for the services furnished by the water system, a water charge according to the following schedule:

Base Charges for all water meters are as follows:

Meter Size	Monthly Base Charge*
3/4"	\$13.83 <u>\$16.60</u>
1"	\$20.54 <u>\$24.65</u>
1-1/2"	\$29.24 <u>\$35.09</u>
2"	\$40.46 <u>\$48.55</u>
3"	\$55.32 <u>\$66.38</u>
4"	\$221.26 <u>\$265.51</u>

6"	\$408.00 <u>\$489.60</u>
8"	\$580.89 <u>\$697.07</u>
10"	\$760.69 <u>\$912.83</u>

* Base charge does not include any usage.

Residential Potable		Monthly Charge per 1,000 Gallon of use				
Block Size	<3,000 Gallons	3,001—10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	\$0.72 <u>\$0.86</u>	\$2.35 <u>\$2.82</u>	\$2.41 <u>\$2.89</u>	\$2.49 <u>\$2.99</u>	\$2.56 <u>\$3.07</u>	
Residential Irrigation		Monthly Charge per 1,000 Gallon of use				
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons		
Rate (\$/1,000 gal)	\$2.41 <u>\$2.89</u>	\$2.49 <u>\$2.99</u>	\$3.17 <u>\$3.80</u>	\$4.15 <u>\$4.98</u>		
Commercial Potable		Monthly Charge per 1,000 Gallon of use				
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons		
Rate (\$/1,000 gal)	\$2.35 <u>\$2.82</u>	\$2.41 <u>\$2.89</u>	\$2.49 <u>\$2.99</u>	\$2.56 <u>\$3.07</u>		
Commercial Irrigation		Monthly Charge per 1,000 Gallon of use				
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons		
Rate (\$/1,000 gal)	\$2.41 <u>\$2.89</u>	\$2.49 <u>\$2.99</u>	\$3.17 <u>\$3.80</u>	\$4.15 <u>\$4.98</u>		

- (b) *Water utility users outside the city limits.* All water users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits.
- (c) *Application of charges.* The charges in this section shall apply to all classes of users, including residential and commercial (industrial, institutional, charitable or otherwise), except as otherwise provided in this Code.
- (d) *Maximum monthly bill.* There shall be no maximum charge per month.

- (e) *Minimum monthly bill.* The minimum residential and commercial charge shall be the base charge based on the user's potable water meter size. The base charge does not include any usage.
- (f) *Bulk water rates.* Bulk or wholesale water rates shall be calculated to reflect the city's cost of providing water service to those entities entering into an agreement with the city. Such rates will be determined on an individual basis by the city.
- (g) *Commercial* as defined within this section, includes all uses other than residential.
- (h) *Annual rate increase.* The City Manager shall issue a written report to the City Council during the annual budget process recommending any necessary water rate adjustments.
- (i) *Computation of use.* A consumption of a fraction of any 1,000 gallons shall be the same as using the entire 1,000 gallons.

Section 2. CODIFICATION. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Green Cove Springs as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word “ordinance” may be changed to “section” or other appropriate word.

Section 3. REPEALER. Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 4. SEVERABILITY. The various parts, sections and clauses of this Ordinance are hereby declared severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption.

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 SEPTEMBER, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, 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 SEPTEMBER, 2024.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelly, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney



**Notice to all Billing Customers
of the
City of Green Cove Springs
Water and Wastewater Utilities**
Pursuant to Section 180.136, Florida Statutes

The City of Green Cove Springs City Council will consider rate increases to its Water, Wastewater and Reclaimed Water rates and charges at public hearings to be held on Tuesday, September 3, 2024, and Tuesday, September 17, 2024. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED WATER RATES (20% Increase)

Monthly Base Charge: Each customer must pay a monthly base charge for each metered point of connection to the City's water system based upon the water meter size associated with each connection point.

3/4" \$16.60 per month	3" \$66.38 per month
1" \$24.65 per month	4" \$265.51 per month
1 1/2" \$35.09 per month	6" \$489.60 per month
2" \$48.55 per month	8" \$697.07 per month
	10" \$912.83 per month

Water Consumption Charge(s): Each customer must pay for water consumed through each connection point based upon service type:

<i>Residential Potable Service</i>		<i>Commercial Potable Service</i>	
0-3,000 gallons	\$0.86 per 1,000 gallons	0-10,000 gallons	\$2.82 per 1,000 gallons
3,001-10,000 gallons	\$2.82 per 1,000 gallons	10,001-15,000	\$2.89 per 1,000 gallons
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15,001-20,000 gallons	\$2.99 per 1,000 gallons	20,001 gallons and over	\$3.07 per 1,000 gallons
20,001 gallons and over	\$3.07 per 1,000 gallons		
<i>Residential Irrigation Service</i>		<i>Commercial Irrigation Service</i>	
0-10,000 gallons	\$2.89 per 1,000 gallons	0-10,000 gallons	\$2.89 per 1,000 gallons
10,001-15,000 gallons	\$2.99 per 1,000 gallons	10,001-15,000	\$2.99 per 1,000 gallons
15,001-20,000 gallons	\$3.80 per 1,000 gallons	15,001-20,000	\$3.80 per 1,000 gallons
20,001 gallons and over	\$4.98 per 1,000 gallons	20,001 gallons and over	\$4.98 per 1,000 gallons

PROPOSED WASTEWATER RATES (5% Increase)

Monthly Base Charge: Each customer must pay for wastewater discharged into the City's wastewater collection system based upon customer class:

3/4" \$37.61 per month	3" \$246.84 per month
1" \$66.63 per month	4" \$654.10 per month
1 1/2" \$130.81 per month	6" \$1234.13 per month
2" \$187.56 per month	8" \$2073.34 per month
	10" \$2961.89 per month

<i>Residential Service</i>		<i>Commercial Service</i>	
0-3,000 gallons	\$0.71 per 1,000 gallons	0-3,000 gallons	\$0.71 per 1,000 gallons
3,001-10,000 gallons	\$6.84 per 1,000 gallons	3,001-10,000	\$6.84 per 1,000 gallons
10,001-15,000 gallons	\$7.05 per 1,000 gallons	10,001-15,000	\$7.05 per 1,000 gallons
15,001-20,000 gallons	\$7.28 per 1,000 gallons	15,001-20,000	\$7.28 per 1,000 gallons
20,001 gallons and over	\$7.54 per 1,000 gallons	20,001-50,000	\$7.54 per 1,000 gallons
<u>Residential wastewater shall not exceed \$200.00 per month</u>		50,001 gallons and over	\$7.77 per 1,000 gallons

The Reclaimed Water Fund (Utility) and proposed rates were established in 2016. As the city has not had a fully functional **residential** reclaimed water system, there has been no update or review of the rates since 2016. Beginning in early 2025, upon completion of improvements to the Harbor Road Water Reclamation Facility, the city will begin supplying reclaimed water to customers that have reclaimed water infrastructure in their development.

The proposed reclaimed water rates mirror the potable water irrigation rates.

PROPOSED RECLAIMED WATER RATES

Monthly Base Charge: Each customer must pay a monthly base charge for each metered point of connection to the City's water system based upon the water meter size associated with each connection point.

3/4" \$16.60 per month	3" \$66.38 per month
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2" \$48.55 per month	8" \$697.07 per month
	10" \$912.83 per month

Water Consumption Charge(s): Each customer must pay for water consumed through each connection point based upon service type:

<i>Residential Irrigation Service</i>		<i>Commercial Irrigation Service</i>	
0-10,000 gallons	\$2.89 per 1,000 gallons	0-10,000 gallons	\$2.89 per 1,000 gallons
10,001-15,000 gallons	\$2.99 per 1,000 gallons	10,001-15,000	\$2.99 per 1,000 gallons
15,001-20,000 gallons	\$3.80 per 1,000 gallons	15,001-20,000	\$3.80 per 1,000 gallons
20,001 gallons and over	\$4.98 per 1,000 gallons	20,001 gallons and over	\$4.98 per 1,000 gallons

All water, wastewater, and reclaimed water utility users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits.

The City of Green Cove Springs City Council will consider rate increases to its Electric rates and charges at public hearings to be held on Tuesday, September 3, 2024, and Tuesday, September 17, 2024. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED ELECTRIC RATES (10% increase)

Monthly Customer Service Charge (Base Rate)
<ul style="list-style-type: none"> Residential: \$16.50 General Service Non-Demand (Commercial): \$16.50 General Service Demand (Commercial): \$66.00 Master-Metered: \$58.85 General Service Large Demand (Industrial): \$275.00
Monthly Energy Charges
<ul style="list-style-type: none"> Residential under 1,000 kwh: 0.11869 Residential above 1,000 kwh: 0.12344 General Service Non-Demand (Commercial): 0.12617 General Service Demand (Commercial): 0.09275 Master-Metered: 0.12100 General Service Large Demand (Industrial): 0.08142
Monthly Demand Charges
<ul style="list-style-type: none"> Residential: N/A General Service Non-Demand (Commercial): N/A General Service Demand (Commercial): \$9.91 Master-Metered: N/A General Service Large Demand (Industrial): \$11.08

The City of Green Cove Springs City Council will consider rate increases to its Solid Waste rates and charges at public hearings to be held on Tuesday, September 3, 2024, and Tuesday, September 17, 2024. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED SOLID WASTE RATES (10% INCREASE)

Residential: \$21.95
Commercial: \$29.75

The City of Green Cove Springs City Council will consider rate increases to its Stormwater Utility rates and charges at public hearings to be held on Tuesday, September 3, 2024, and Tuesday, September 17, 2024. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED STORMWATER UTILITY RATES

Base Fee
<ul style="list-style-type: none"> Residential & Commercial: \$84 per parcel/per year (INCREASE \$1/PARCEL/MONTH OR 16.7%)
User Fee
<ul style="list-style-type: none"> Residential Single-Family Home: \$300 per year (UNCHANGED) Non-Single-Family Parcels: \$300 per ESU (Equivalent Stormwater Unit) per year (UNCHANGED)

LEGAL NOTICE

CITY OF GREEN COVE SPRINGS - 321 WALNUT STREET - GREEN COVE SPRINGS, FLORIDA 32043
TEL. (904) 297-7500 - FAX (904) 284-8118

For Immediate Release/Run Once In Legal Section of Newspaper
Furnish Proof of Publication to the City Clerk

Bill to: City of Green Cove Springs
321 Walnut Street, Green Cove Springs, FL 32043
Attn: Erin West

Date: August 22, 2024
Contact: Erin West, CMC, City Clerk
Phone: (904) 297-7500, ext. 3307 **Fax:** (904) 284-8118

Run Twice: **Legal Ad Section on August 29, 2024 – Furnish Affidavit**
 Legal Ad Section on September 12, 2024 – Furnish Affidavit

PUBLIC HEARING NOTICE

The City of Green Cove Springs proposes to adopt the following Ordinance:

ORDINANCE NO. O-21-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, MODIFYING WATER RATES BY AMENDING CITY CODE CHAPTER 90 UTILITIES, ARTICLE IV - WATER SERVICE, DIVISION 3 - RATES AND CHARGES, SECTION 90-253 ENTITLED “WATER USAGE AND MONTHLY MINIMUM CHARGES”; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND SETTING AN EFFECTIVE DATE.

The following public hearing has been scheduled and will be held in the City Council Chambers, 321 Walnut Street, Green Cove Springs, to hear comments, if any, regarding said Ordinance:

City Council: First Reading on Tuesday, September 3, 2024 at 7:00 p.m. or shortly thereafter
City Council: Second & Final Reading on Tuesday, September 17, 2024 at 7:00 p.m. or shortly thereafter.

Please be advised that if a person decides to appeal any decision made by the City Council with respect to any matter considered at this scheduled public hearing, he will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact City Hall at (904) 297-7500 at least three (3) days prior to the meeting. Hearing impaired persons may access through (904) 284-4849 (TDD).

Said Ordinance is available at City Hall for review during the hours of 7:30 AM to 5:00 PM, Monday through Thursday.

All interested individuals are invited to attend this public hearing.

City of Green Cove Springs
Erin West, City Clerk
321 Walnut Street
Green Cove Springs, FL 32043
L. Steve Kennedy, City Manager



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** September 3, 2024
FROM: Scott Schultz, Assistant Water Utilities Director
SUBJECT: City Council approval on First Reading of Ordinance O-22-2024 authorizing wastewater rate changes for Fiscal Year 2025.

BACKGROUND

City Code Section 90-376, entitled "Wastewater Rates" which establishes wastewater rates, is hereby amended to read as follows, effective on September 17, 2024:

Sec. 90-376. – Wastewater rates.

- (a) *Rates schedule.* The rates, fees and charges for wastewater service furnished by the wastewater system of the city, referred to as a "wastewater charge," shall be based upon the quantity of potable water, determined by metering, furnished to each user's premises each month. The owner, occupant or tenant of each lot or parcel of land which is connected with or uses the wastewater system shall pay for the use of, and for the services and facilities furnished by the wastewater system, a wastewater charge according to the following schedule.

Base charges for all wastewater accounts are as follows:

Meter Size	Monthly Base Charge*
¾"	\$35.82 <u>\$37.61</u>
1"	\$63.46 <u>\$66.63</u>
1-½"	\$124.58 <u>\$130.81</u>
2"	\$178.63 <u>\$187.56</u>
3"	\$235.09 <u>\$246.84</u>
4"	\$622.95 <u>\$654.10</u>
6"	\$1,175.36 <u>\$1,234.13</u>
8"	\$1,974.61 <u>\$2073.34</u>
10"	\$2,820.85 <u>\$2,961.89</u>
* Base charge does not include any usage.	

- (b) *Wastewater utility users outside the city limits.* All wastewater utility users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits.
- (c) *Application of charges.* The charges in this section shall apply to all classes of users, including residential and commercial (industrial, institutional, charitable or otherwise), except as otherwise provided in this Code.
- (d) *Maximum monthly bill.* The maximum monthly residential bill shall be \$200.00. There shall be no maximum commercial charge per month.
- (e) *Minimum monthly bill.* The minimum residential and commercial charge shall be the base charge based on the user's potable water meter size. The base charge does not include any usage.
- (f) *Bulk wastewater rates.* Bulk or wholesale wastewater rates shall be calculated to reflect the city's cost of providing wastewater service to those entities entering into an agreement with the city. Such rates will be determined on an individual basis by the city.

Residential		Monthly Charge per 1,000 Gallon of use				
Block Size	<3,000 gallons	3,001—10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	\$0.68 <u>\$0.71</u>	\$6.51 <u>\$6.84</u>	\$6.71 <u>\$7.05</u>	\$6.93 <u>\$7.28</u>	\$7.18 <u>\$7.54</u>	
Commercial		Monthly Charge per 1,000 Gallon of use				
Block Size	<3,000 gallons	3,001—10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	20,001—50,000 gallons	>50,001 gallons
Rate (\$/1,000 gal)	\$0.68 <u>\$0.71</u>	\$6.51 <u>\$6.84</u>	\$6.71 <u>\$7.05</u>	\$6.93 <u>\$7.28</u>	\$7.18 <u>\$7.54</u>	\$7.40 <u>\$7.77</u>

- (g) *Commercial* as defined within this section, includes all uses other than residential.
- (h) *Annual rate increase.* The City Manager shall issue a written report to the City Council during the annual budget process recommending any necessary wastewater rate adjustments.
- (i) *Computation of use.* A consumption of a fraction of any 1,000 gallons shall be the same as using the entire 1,000 gallons.

FISCAL IMPACT

5% increase in the Wastewater Fund Operating Budget

RECOMMENDATION

Approve First Reading of Ordinance O-22-2024 authorizing wastewater rate changes for Fiscal Year 2025 and set September 17, 2024 at 7:00PM as the second and final reading.

ORDINANCE NO. O-22-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, MODIFYING WASTEWATER RATES BY AMENDING CITY CODE CHAPTER 90 - UTILITIES, ARTICLE IV - SEWERS AND SEWAGE DISPOSAL, DIVISION 3 - RATES AND CHARGES, SECTION 90-376 ENTITLED "WASTEWATER RATES"; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND SETTING AN EFFECTIVE DATE.

WHEREAS, On July 16, 2024 the City Council authorized the notice of a proposed Wastewater Rate Increase; and

WHEREAS, public notices have been sent to all utility customers in accordance with FSS Chapter 180.136.

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

City Code Section 90-376, entitled "Wastewater Rates" which establishes wastewater rates, is hereby amended to read as follows, effective on September 17, 2024:

Sec. 90-376. – Wastewater rates.

- (a) *Rates schedule.* The rates, fees and charges for wastewater service furnished by the wastewater system of the city, referred to as a "wastewater charge," shall be based upon the quantity of potable water, determined by metering, furnished to each user's premises each month. The owner, occupant or tenant of each lot or parcel of land which is connected with or uses the wastewater system shall pay for the use of, and for the services and facilities furnished by the wastewater system, a wastewater charge according to the following schedule.

Base charges for all wastewater accounts are as follows:

Meter Size	Monthly Base Charge*
¾"	\$35.82 <u>\$37.61</u>
1"	\$63.46 <u>\$66.63</u>
1-½"	\$124.58 <u>\$130.81</u>
2"	\$178.63 <u>\$187.56</u>
3"	\$235.09 <u>\$246.84</u>

4"	\$622.95 <u>\$654.10</u>
6"	\$1,175.36 <u>\$1,234.13</u>
8"	\$1,974.61 <u>\$2073.34</u>
10"	\$2,820.85 <u>\$2,961.89</u>
* Base charge does not include any usage.	

- (b) *Wastewater utility users outside the city limits.* All wastewater utility users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits.
- (c) *Application of charges.* The charges in this section shall apply to all classes of users, including residential and commercial (industrial, institutional, charitable or otherwise), except as otherwise provided in this Code.
- (d) *Maximum monthly bill.* The maximum monthly residential bill shall be \$200.00. There shall be no maximum commercial charge per month.
- (e) *Minimum monthly bill.* The minimum residential and commercial charge shall be the base charge based on the user's potable water meter size. The base charge does not include any usage.
- (f) *Bulk wastewater rates.* Bulk or wholesale wastewater rates shall be calculated to reflect the city's cost of providing wastewater service to those entities entering into an agreement with the city. Such rates will be determined on an individual basis by the city.

Residential		Monthly Charge per 1,000 Gallon of use				
Block Size	<3,000 gallons	3,001—10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	\$0.68 <u>\$0.71</u>	\$6.51 <u>\$6.84</u>	\$6.71 <u>\$7.05</u>	\$6.93 <u>\$7.28</u>	\$7.18 <u>\$7.54</u>	
Commercial		Monthly Charge per 1,000 Gallon of use				
Block Size	<3,000 gallons	3,001—10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	20,001—50,000 gallons	>50,001 gallons
Rate (\$/1,000 gal)	\$0.68 <u>\$0.71</u>	\$6.51 <u>\$6.84</u>	\$6.71 <u>\$7.05</u>	\$6.93 <u>\$7.28</u>	\$7.18 <u>\$7.54</u>	\$7.40 <u>\$7.77</u>

- (g) *Commercial* as defined within this section, includes all uses other than residential.

- (h) *Annual rate increase.* The City Manager shall issue a written report to the City Council during the annual budget process recommending any necessary wastewater rate adjustments.
- (i) *Computation of use.* A consumption of a fraction of any 1,000 gallons shall be the same as using the entire 1,000 gallons.

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 SEPTEMBER, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, 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 SEPTEMBER, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney



Notice to all Billing Customers
of the
City of Green Cove Springs
Water and Wastewater Utilities
Pursuant to Section 180.136, Florida Statutes

The City of Green Cove Springs City Council will consider rate increases to its Water, Wastewater and Reclaimed Water rates and charges at public hearings to be held on Tuesday, September 3, 2024, and Tuesday, September 17, 2024. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED WATER RATES (20% Increase)

Monthly Base Charge: Each customer must pay a monthly base charge for each metered point of connection to the City's water system based upon the water meter size associated with each connection point.

3/4"	\$16.60	per month	3"	\$66.38	per month
1"	\$24.65	per month	4"	\$265.51	per month
1 1/2"	\$35.09	per month	6"	\$489.60	per month
2"	\$48.55	per month	8"	\$697.07	per month
			10"	\$912.83	per month

Water Consumption Charge(s): Each customer must pay for water consumed through each connection point based upon service type:

<i>Residential Potable Service</i>			<i>Commercial Potable Service</i>		
0-3,000 gallons	\$0.86	per 1,000 gallons	0-10,000 gallons	\$2.82	per 1,000 gallons
3,001-10,000 gallons	\$2.82	per 1,000 gallons	10,001-15,000	\$2.89	per 1,000 gallons
10,001-15,000 gallons	\$2.89	per 1,000 gallons	15,001-20,000	\$2.99	per 1,000 gallons
15,001-20,000 gallons	\$2.99	per 1,000 gallons	20,001 gallons and over	\$3.07	per 1,000 gallons
20,001 gallons and over	\$3.07	per 1,000 gallons			
<i>Residential Irrigation Service</i>			<i>Commercial Irrigation Service</i>		
0-10,000 gallons	\$2.89	per 1,000 gallons	0-10,000 gallons	\$2.89	per 1,000 gallons
10,001-15,000 gallons	\$2.99	per 1,000 gallons	10,001-15,000	\$2.99	per 1,000 gallons
15,001-20,000 gallons	\$3.80	per 1,000 gallons	15,001-20,000	\$3.80	per 1,000 gallons
20,001 gallons and over	\$4.98	per 1,000 gallons	20,001 gallons and over	\$4.98	per 1,000 gallons

PROPOSED WASTEWATER RATES (5% Increase)

Monthly Base Charge: Each customer must pay for wastewater discharged into the City's wastewater collection system based upon customer class:

3/4"	\$37.61	per month	3"	\$246.84	per month
1"	\$66.63	per month	4"	\$654.10	per month
1 1/2"	\$130.81	per month	6"	\$1234.13	per month
2"	\$187.56	per month	8"	\$2073.34	per month
			10"	\$2961.89	per month

<i>Residential Service</i>			<i>Commercial Service</i>		
0-3,000 gallons	\$0.71	per 1,000 gallons	0-3,000 gallons	\$0.71	per 1,000 gallons
3,001-10,000 gallons	\$6.84	per 1,000 gallons	3,001-10,000	\$6.84	per 1,000 gallons
10,001-15,000 gallons	\$7.05	per 1,000 gallons	10,001-15,000	\$7.05	per 1,000 gallons
15,001-20,000 gallons	\$7.28	per 1,000 gallons	15,001-20,000	\$7.28	per 1,000 gallons
20,001 gallons and over	\$7.54	per 1,000 gallons	20,001-50,000	\$7.54	per 1,000 gallons
<u>Residential wastewater shall not exceed \$200.00 per month</u>			50,001 gallons and over	\$7.77	per 1,000 gallons

The Reclaimed Water Fund (Utility) and proposed rates were established in 2016. As the city has not had a fully functional residential reclaimed water system, there has been no update or review of the rates since 2016. Beginning in early 2025, upon completion of improvements to the Harbor Road Water Reclamation Facility, the city will begin supplying reclaimed water to customers that have reclaimed water infrastructure in their development.

The proposed reclaimed water rates mirror the potable water irrigation rates.

PROPOSED RECLAIMED WATER RATES

Monthly Base Charge: Each customer must pay a monthly base charge for each metered point of connection to the City's water system based upon the water meter size associated with each connection point.

3/4"	\$16.60	per month	3"	\$66.38	per month
1"	\$24.65	per month	4"	\$265.51	per month
1 1/2"	\$35.09	per month	6"	\$489.60	per month
2"	\$48.55	per month	8"	\$697.07	per month
			10"	\$912.83	per month

Water Consumption Charge(s): Each customer must pay for water consumed through each connection point based upon service type:

<i>Residential Irrigation Service</i>			<i>Commercial Irrigation Service</i>		
0-10,000 gallons	\$2.89	per 1,000 gallons	0-10,000 gallons	\$2.89	per 1,000 gallons
10,001-15,000 gallons	\$2.99	per 1,000 gallons	10,001-15,000	\$2.99	per 1,000 gallons
15,001-20,000 gallons	\$3.80	per 1,000 gallons	15,001-20,000	\$3.80	per 1,000 gallons
20,001 gallons and over	\$4.98	per 1,000 gallons	20,001 gallons and over	\$4.98	per 1,000 gallons

All water, wastewater, and reclaimed water utility users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits.

The City of Green Cove Springs City Council will consider rate increases to its Electric rates and charges at public hearings to be held on Tuesday, September 3, 2024, and Tuesday, September 17, 2024. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED ELECTRIC RATES (10% increase)

Monthly Customer Service Charge (Base Rate)
<ul style="list-style-type: none"> Residential: \$16.50 General Service Non-Demand (Commercial): \$16.50 General Service Demand (Commercial): \$66.00 Master-Metered: \$58.85 General Service Large Demand (Industrial): \$275.00
Monthly Energy Charges
<ul style="list-style-type: none"> Residential under 1,000 kwh: 0.11869 Residential above 1,000 kwh: 0.12344 General Service Non-Demand (Commercial): 0.12617 General Service Demand (Commercial): 0.09275 Master-Metered: 0.12100 General Service Large Demand (Industrial): 0.08142
Monthly Demand Charges
<ul style="list-style-type: none"> Residential: N/A General Service Non-Demand (Commercial): N/A General Service Demand (Commercial): \$9.91 Master-Metered: N/A General Service Large Demand (Industrial): \$11.08

The City of Green Cove Springs City Council will consider rate increases to its Solid Waste rates and charges at public hearings to be held on Tuesday, September 3, 2024, and Tuesday, September 17, 2024. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED SOLID WASTE RATES (10% INCREASE)

Residential: \$21.95
Commercial: \$29.75

The City of Green Cove Springs City Council will consider rate increases to its Stormwater Utility rates and charges at public hearings to be held on Tuesday, September 3, 2024, and Tuesday, September 17, 2024. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED STORMWATER UTILITY RATES

Base Fee
<ul style="list-style-type: none"> Residential & Commercial: \$84 per parcel/per year (INCREASE \$1/PARCEL/MONTH OR 16.7%)
User Fee
<ul style="list-style-type: none"> Residential Single-Family Home: \$300 per year (UNCHANGED) Non-Single-Family Parcels: \$300 per ESU (Equivalent Stormwater Unit) per year (UNCHANGED)

LEGAL NOTICE

CITY OF GREEN COVE SPRINGS - 321 WALNUT STREET - GREEN COVE SPRINGS, FLORIDA 32043
TEL. (904) 297-7500 - FAX (904) 284-8118

For Immediate Release/Run Once In Legal Section of Newspaper
Furnish Proof of Publication to the City Clerk

Bill to: City of Green Cove Springs
321 Walnut Street, Green Cove Springs, FL 32043
Attn: Erin West

Date: August 22, 2024
Contact: Erin West, CMC, City Clerk
Phone: (904) 297-7500, ext. 3307 **Fax:** (904) 284-8118

Run Twice: **Legal Ad Section on August 29, 2024 – Furnish Affidavit**
 Legal Ad Section on September 12, 2024 – Furnish Affidavit

PUBLIC HEARING NOTICE

The City of Green Cove Springs proposes to adopt the following Ordinance:

ORDINANCE NO. O-22-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, MODIFYING WASTEWATER RATES BY AMENDING CITY CODE CHAPTER 90 - UTILITIES, ARTICLE V - SEWERS AND SEWAGE DISPOSAL, DIVISION 3 - RATES AND CHARGES, SECTION 90-376 ENTITLED “WASTEWATER RATES”; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND SETTING AN EFFECTIVE DATE.

The following public hearing has been scheduled and will be held in the City Council Chambers, 321 Walnut Street, Green Cove Springs, to hear comments, if any, regarding said Ordinance:

City Council: First Reading on Tuesday, September 3, 2024 at 7:00 p.m. or shortly thereafter
City Council: Second & Final Reading on Tuesday, September 17, 2024 at 7:00 p.m. or shortly thereafter

Please be advised that if a person decides to appeal any decision made by the City Council with respect to any matter considered at this scheduled public hearing, he will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact City Hall at (904) 297-7500 at least three (3) days prior to the meeting. Hearing impaired persons may access through (904) 284-4849 (TDD).

Said Ordinance is available at City Hall for review during the hours of 7:30 AM to 5:00 PM, Monday through Thursday.

All interested individuals are invited to attend this public hearing.

City of Green Cove Springs
Erin West, City Clerk
321 Walnut Street
Green Cove Springs, FL 32043
L. Steve Kennedy, City Manager



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council, Regular Session **MEETING DATE:** September 3, 2024
FROM: Mike Null, Asst. City Manager
SUBJECT: Approve on first reading as to form only City Ordinance No. O-23-2024 which increases the base charge City stormwater utility for fiscal year 2025.

BACKGROUND

The City created a stormwater utility in 2012 with a base charge per tax parcel. Then a usage charge was added based upon a formula set forth in 2020 per Ordinance No. O-01-2020. The City needs to increase the base charge from \$6.00 per parcel per month to \$7.00 per parcel per month in order to fund the purchase of a street sweeper to replace the current street sweeper. There is no proposed increase in the user fee.

FISCAL IMPACT

The City will receive an increase in revenues of approximately \$40,000 per year to fund annual debt service payments for a new street sweeper.

RECOMMENDATION

Approve Ordinance No. O-23-2024 as to form only on first reading and set September 17, 2024 at 7:00PM as the second and final reading.

ORDINANCE NO. O -19- 2023

AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA INCREASING THE BASE CHARGE RATE FOR THE STORMWATER UTILITY FROM \$6.00 TO \$7.00 MONTHLY PER PARCEL; AMENDING CITY CODE SECTION 70-7 (C); PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that an increase in the base charge for the stormwater utility is reasonable and necessary to protect the health, safety and welfare of the general public, and to offset the reasonable costs associated with the operation and maintenance of its stormwater utility system.

NOW THEREFORE, BE IT ENACTED by the City Council of the City of Green Cove Springs as follows:

SECTION 1. City Code Section 70-7 Base Charge, Subsection (c), shall be amended to read as follows:

(c) For government property within the incorporated area of the city, the monthly base charge shall be ~~\$6.00~~ \$7.00 for each tax parcel of developed property and undeveloped property. The city manager or his or her designee will prepare a list of all tax parcels within the city. The monthly base charge may be amended from time to time by ordinance.

SECTION 2. The base charge for all non-governmental property shall be amended as provided in Article VII, Chapter 78 of the City Code.

SECTION 3. CODIFICATION. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Green Cove Springs as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word “ordinance” may be changed to “section” or other appropriate word.

SECTION 4. REPEALER. Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. The various parts, sections and clauses of this Ordinance are hereby declared severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective October 1, 2024.

INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, ON THIS 3RD DAY OF SEPTEMBER, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, THIS 17TH DAY OF SEPTEMBER, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney

* Base charge does not include any usage.

Residential Irrigation		Monthly Charge per 1,000 Gallon of use			
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	\$2.41 <u>\$2.89</u>	\$2.49 <u>\$2.99</u>	\$3.17 <u>\$3.80</u>	\$4.15 <u>\$4.98</u>	
Commercial Irrigation		Monthly Charge per 1,000 Gallon of use			
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	\$2.41 <u>\$2.89</u>	\$2.49 <u>\$2.99</u>	\$3.17 <u>\$3.80</u>	\$4.15 <u>\$4.98</u>	

- (b) *Reclaimed water utility users outside the city limits.* All reclaimed water users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits.
- (c) *Application of charges.* The charges in this section shall apply to all classes of users, including residential and commercial (industrial, institutional, charitable or otherwise), except as otherwise provided in this Code.
- (d) *Maximum monthly bill.* There shall be no maximum charge per month.
- (e) *Minimum monthly bill.* The minimum residential and commercial charge shall be the base charge based on the user's potable water meter size. The base charge does not include any usage.
- (f) *Bulk reclaimed water rates.* Bulk or wholesale reclaimed water rates shall be calculated to reflect the city's cost of providing reclaimed water service to those entities entering into an agreement with the city. Such rates will be determined on an individual basis by the city.
- (g) *Commercial* as defined within this section, includes all uses other than residential.
- (h) *Annual rate increase.* The City Manager shall issue a written report to the City Council during the annual budget process recommending any necessary reclaimed water rate adjustments.
- (i) *Computation of use.* A consumption of a fraction of any 1,000 gallons shall be the same as using the entire 1,000 gallons.

FISCAL IMPACT

Adjustment in the Reclaimed Water Fund Operating Budget to match Potable Water Irrigation. There are currently no revenues from reclaimed water.

RECOMMENDATION

Approve First Reading of Ordinance O-24-2024 authorizing reclaimed water rate changes for Fiscal Year 2025 and set September 17, 2024 at 7:00PM as the second and final reading.

ORDINANCE NO. O-26-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, MODIFYING RECLAIMED WATER RATES BY AMENDING CITY CODE CHAPTER 90 UTILITIES, ARTICLE IX – RECLAIMED WATER SYSTEM, DIVISION 3 - RATES AND CHARGES, SECTION 90-575 ENTITLED “WATER USAGE AND MONTHLY MINIMUM CHARGES”; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND SETTING AN EFFECTIVE DATE.

WHEREAS, On July 16, 2024, the City Council authorized the notice of a proposed Irrigation Rate Increase; and

WHEREAS, public notices have been sent to all utility customers in accordance with FSS Chapter 180.136.

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

Section 1. City Code Section 90-575, entitled “Reclaimed Water usage and monthly minimum charges,” which establishes reclaimed water rates, is hereby amended to read as follows, effective on September 17, 2024:

Sec. 90-575. Reclaimed water usage and monthly minimum charges.

- (a) *Rates schedule.* The rates, fees and charges for reclaimed water service furnished by the reclaimed water system of the city, referred to as a reclaimed water charge, shall be based upon the quantity of reclaimed water, determined by metering, furnished to each user's premises each month. The owner, occupant or tenant of each lot or parcel of land connected with or using the reclaimed water system shall pay for the use of, and for the services furnished by the reclaimed water system, a reclaimed water charge according to the following schedule:

Meter Size	Monthly Base Charge*
3/4"	\$13.83 <u>\$16.60</u>
1"	\$20.54 <u>\$24.65</u>
1-1/2"	\$29.24 <u>\$35.09</u>
2"	\$40.46 <u>\$48.55</u>
3"	\$55.32 <u>\$66.38</u>

4"	\$221.26 <u>\$265.51</u>
6"	\$408.00 <u>\$489.60</u>
8"	\$580.89 <u>\$697.07</u>
10"	\$760.69 <u>\$912.83</u>
* Base charge does not include any usage.	

Residential Irrigation	Monthly Charge per 1,000 Gallon of use			
	Block Size <10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons
Rate (\$/1,000 gal)	\$2.41 <u>\$2.89</u>	\$2.49 <u>\$2.99</u>	\$3.17 <u>\$3.80</u>	\$4.15 <u>\$4.98</u>

Commercial Irrigation	Monthly Charge per 1,000 Gallon of use			
	Block Size <10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons
Rate (\$/1,000 gal)	\$2.41 <u>\$2.89</u>	\$2.49 <u>\$2.99</u>	\$3.17 <u>\$3.80</u>	\$4.15 <u>\$4.98</u>

- (b) *Reclaimed water utility users outside the city limits.* All reclaimed water users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits.
- (c) *Application of charges.* The charges in this section shall apply to all classes of users, including residential and commercial (industrial, institutional, charitable or otherwise), except as otherwise provided in this Code.
- (d) *Maximum monthly bill.* There shall be no maximum charge per month.
- (e) *Minimum monthly bill.* The minimum residential and commercial charge shall be the base charge based on the user's reclaimed water meter size. The base charge does not include any usage.
- (f) *Bulk reclaimed water rates.* Bulk or wholesale reclaimed water rates shall be calculated to reflect the city's cost of providing reclaimed water service to those entities entering into an agreement with the city. Such rates will be determined on an individual basis by the city.
- (g) *Commercial* as defined within this section, includes all uses other than residential.
- (h) *Annual rate increase.* The City Manager shall issue a written report to the City Council during the annual budget process recommending any necessary reclaimed water rate adjustments.

- (i) *Computation of use.* A consumption of a fraction of any 1,000 gallons shall be the same as using the entire 1,000 gallons.

Section 2. CODIFICATION. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Green Cove Springs as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word “ordinance” may be changed to “section” or other appropriate word.

Section 3. REPEALER. Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 4. SEVERABILITY. The various parts, sections and clauses of this Ordinance are hereby declared severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption.

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 SEPTEMBER, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, 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 SEPTEMBER, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelly, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney



Notice to all Billing Customers
of the
City of Green Cove Springs
Water and Wastewater Utilities
Pursuant to Section 180.136, Florida Statutes

The City of Green Cove Springs City Council will consider rate increases to its Water, Wastewater and Reclaimed Water rates and charges at public hearings to be held on Tuesday, September 3, 2024, and Tuesday, September 17, 2024. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED WATER RATES (20% Increase)

Monthly Base Charge: Each customer must pay a monthly base charge for each metered point of connection to the City's water system based upon the water meter size associated with each connection point.

3/4"	\$16.60	per month	3"	\$66.38	per month
1"	\$24.65	per month	4"	\$265.51	per month
1 1/2"	\$35.09	per month	6"	\$489.60	per month
2"	\$48.55	per month	8"	\$697.07	per month
			10"	\$912.83	per month

Water Consumption Charge(s): Each customer must pay for water consumed through each connection point based upon service type:

<i>Residential Potable Service</i>			<i>Commercial Potable Service</i>		
0-3,000 gallons	\$0.86	per 1,000 gallons	0-10,000 gallons	\$2.82	per 1,000 gallons
3,001-10,000 gallons	\$2.82	per 1,000 gallons	10,001-15,000	\$2.89	per 1,000 gallons
10,001-15,000 gallons	\$2.89	per 1,000 gallons	15,001-20,000	\$2.99	per 1,000 gallons
15,001-20,000 gallons	\$2.99	per 1,000 gallons	20,001 gallons and over	\$3.07	per 1,000 gallons
20,001 gallons and over	\$3.07	per 1,000 gallons			
<i>Residential Irrigation Service</i>			<i>Commercial Irrigation Service</i>		
0-10,000 gallons	\$2.89	per 1,000 gallons	0-10,000 gallons	\$2.89	per 1,000 gallons
10,001-15,000 gallons	\$2.99	per 1,000 gallons	10,001-15,000	\$2.99	per 1,000 gallons
15,001-20,000 gallons	\$3.80	per 1,000 gallons	15,001-20,000	\$3.80	per 1,000 gallons
20,001 gallons and over	\$4.98	per 1,000 gallons	20,001 gallons and over	\$4.98	per 1,000 gallons

PROPOSED WASTEWATER RATES (5% Increase)

Monthly Base Charge: Each customer must pay for wastewater discharged into the City's wastewater collection system based upon customer class:

3/4"	\$37.61	per month	3"	\$246.84	per month
1"	\$66.63	per month	4"	\$654.10	per month
1 1/2"	\$130.81	per month	6"	\$1234.13	per month
2"	\$187.56	per month	8"	\$2073.34	per month
			10"	\$2961.89	per month

<i>Residential Service</i>			<i>Commercial Service</i>		
0-3,000 gallons	\$0.71	per 1,000 gallons	0-3,000 gallons	\$0.71	per 1,000 gallons
3,001-10,000 gallons	\$6.84	per 1,000 gallons	3,001-10,000	\$6.84	per 1,000 gallons
10,001-15,000 gallons	\$7.05	per 1,000 gallons	10,001-15,000	\$7.05	per 1,000 gallons
15,001-20,000 gallons	\$7.28	per 1,000 gallons	15,001-20,000	\$7.28	per 1,000 gallons
20,001 gallons and over	\$7.54	per 1,000 gallons	20,001-50,000	\$7.54	per 1,000 gallons
<u>Residential wastewater shall not exceed \$200.00 per month</u>			50,001 gallons and over	\$7.77	per 1,000 gallons

The Reclaimed Water Fund (Utility) and proposed rates were established in 2016. As the city has not had a fully functional **residential** reclaimed water system, there has been no update or review of the rates since 2016. Beginning in early 2025, upon completion of improvements to the Harbor Road Water Reclamation Facility, the city will begin supplying reclaimed water to customers that have reclaimed water infrastructure in their development.

The proposed reclaimed water rates mirror the potable water irrigation rates.

PROPOSED RECLAIMED WATER RATES

Monthly Base Charge: Each customer must pay a monthly base charge for each metered point of connection to the City's water system based upon the water meter size associated with each connection point.

3/4"	\$16.60	per month	3"	\$66.38	per month
1"	\$24.65	per month	4"	\$265.51	per month
1 1/2"	\$35.09	per month	6"	\$489.60	per month
2"	\$48.55	per month	8"	\$697.07	per month
			10"	\$912.83	per month

Water Consumption Charge(s): Each customer must pay for water consumed through each connection point based upon service type:

<i>Residential Irrigation Service</i>			<i>Commercial Irrigation Service</i>		
0-10,000 gallons	\$2.89	per 1,000 gallons	0-10,000 gallons	\$2.89	per 1,000 gallons
10,001-15,000 gallons	\$2.99	per 1,000 gallons	10,001-15,000	\$2.99	per 1,000 gallons
15,001-20,000 gallons	\$3.80	per 1,000 gallons	15,001-20,000	\$3.80	per 1,000 gallons
20,001 gallons and over	\$4.98	per 1,000 gallons	20,001 gallons and over	\$4.98	per 1,000 gallons

All water, wastewater, and reclaimed water utility users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits.

The City of Green Cove Springs City Council will consider rate increases to its Electric rates and charges at public hearings to be held on Tuesday, September 3, 2024, and Tuesday, September 17, 2024. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED ELECTRIC RATES (10% increase)

Monthly Customer Service Charge (Base Rate)
<ul style="list-style-type: none"> Residential: \$16.50 General Service Non-Demand (Commercial): \$16.50 General Service Demand (Commercial): \$66.00 Master-Metered: \$58.85 General Service Large Demand (Industrial): \$275.00
Monthly Energy Charges
<ul style="list-style-type: none"> Residential under 1,000 kwh: 0.11869 Residential above 1,000 kwh: 0.12344 General Service Non-Demand (Commercial): 0.12617 General Service Demand (Commercial): 0.09275 Master-Metered: 0.12100 General Service Large Demand (Industrial): 0.08142
Monthly Demand Charges
<ul style="list-style-type: none"> Residential: N/A General Service Non-Demand (Commercial): N/A General Service Demand (Commercial): \$9.91 Master-Metered: N/A General Service Large Demand (Industrial): \$11.08

The City of Green Cove Springs City Council will consider rate increases to its Solid Waste rates and charges at public hearings to be held on Tuesday, September 3, 2024, and Tuesday, September 17, 2024. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED SOLID WASTE RATES (10% INCREASE)

Residential: \$21.95
Commercial: \$29.75

The City of Green Cove Springs City Council will consider rate increases to its Stormwater Utility rates and charges at public hearings to be held on Tuesday, September 3, 2024, and Tuesday, September 17, 2024. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED STORMWATER UTILITY RATES

Base Fee
<ul style="list-style-type: none"> Residential & Commercial: \$84 per parcel/per year (INCREASE \$1/PARCEL/MONTH OR 16.7%)
User Fee
<ul style="list-style-type: none"> Residential Single-Family Home: \$300 per year (UNCHANGED) Non-Single-Family Parcels: \$300 per ESU (Equivalent Stormwater Unit) per year (UNCHANGED)



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council, Regular Session **MEETING DATE:** September 3, 2024
FROM: Mike Null, Asst. City Manager
SUBJECT: Approve on first reading Ordinance O-25-2024 which amends the residential solid waste monthly rates for City provided services from \$19.95 to \$21.95 monthly and for governmental, industrial commercial and the like noncontainerized services from \$27.04 to \$29.75 effective October 1, 2024.

BACKGROUND

Staff is proposing a 10% increase in solid waste rates in order to cover increased operating costs of the enterprise. The proposed FY 2025 solid waste budget is balanced based on this increase.

FISCAL IMPACT

The funds received by the City for this proposed increase will obviously reflect a ten (10) percent increase in revenue to cover expenses.

RECOMMENDATION

Approve Ordinance No. O-25-2024 as to form only on first reading and set September 17, 2024 at 7:00PM as the second and final reading.

ORDINANCE NO. O-25-2024

AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA INCREASING RESIDENTIAL GARBAGE AND TRASH COLLECTION RATE FROM \$19.95 TO \$21.95 MONTHLY; AMENDING CITY CODE SECTION 66-7 (1) RESIDENTIAL (COLLECTION RATES AND CHARGES); INCREASING NONCONTAINERIZED COMMERCIAL, INDUSTRIAL, GOVERNMENTAL AND THE LIKE FROM \$27.04 TO \$29.75 MONTHLY; AMENDING CITY CODE SECTION 66-7(2); PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that a \$2.00 upward adjustment in monthly residential garbage and trash collection is necessary and reasonable to fund the solid waste utility; and

WHEREAS, the City Council has determined that an upward adjustment from \$27.04 to \$29.75 monthly for noncontainerized commercial, industrial, governmental and the like is reasonable and necessary to fund the solid waste utility.

NOW THEREFORE, BE IT ENACTED by the City Council of the City of Green Cove Springs as follows:

SECTION 1. City Code Section 66-7 Collection rates and charges, Subsection (1), shall be amended to read as follows:

(1) *For residential*, one garbage can (unless otherwise approved by the city) with two pickups per week for each family unit, residence or apartment and one yard waste, not to exceed 20 plastic bags plus a three-foot by three-foot by six-foot stack of tree limbs per pickup per week, monthly charge: ~~\$19.95~~ \$21.95.

SECTION 2. Section 66-7(2) of the City Code is hereby amended to read as follows:

(2) For noncontainerized commercial, industrial, governmental, and the like, up to two garbage cans, with two pickups per week as approved by the director of public works in section 66-2, monthly charge: ~~\$27.04~~ \$29.75.

SECTION 3. CODIFICATION. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Green Cove Springs as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word “ordinance” may be changed to “section” or other appropriate word.

SECTION 4. REPEALER. Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. The various parts, sections and clauses of this Ordinance are hereby declared severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective October 1, 2024.

INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, ON THIS 3RD DAY OF SEPTEMBER, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, THIS 17TH DAY OF SEPTEMBER, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** September 3, 2024
FROM: Mike Null, Asst. City Manager
SUBJECT: Public Hearing to receive input on removal of playground covering and picnic facilities at Vera Francis Hall Park from CDBG Grant Contract # H2426. *Mike Null*

BACKGROUND

In 2021, City Council applied for and received a \$700,000 grant to provide funding for three projects:

1. Highland Avenue Sidewalk Project
2. West Street Stormwater Project
3. Shade Cover and Picnic Facilities at Vera Francis Hall (VFH) Park

The purchasing requirements for CDBG program projects are extremely onerous, and require a significant amount of stipulations, limitations, labor and advertising requirements. The shade cover for the playground at VFH Park can be purchased and installed for under \$20,000, for which a purchase order can be issued under a piggyback bid or with three written quotes. However, the CDBG purchasing requirements include a formal bid process for anything over \$5,000. This requires at least 30 days publication in the Florida Times Union, emails to over 550 WBE/MBE companies in Clay County and every surrounding county, Davis-Bacon Wage requirements, and many other onerous items. This \$20,000 could easily end up costing over \$100,000 just due to all the strings attached.

Based on the above information, it is in the best interest of the citizens for this portion of the project to be removed from the CDBG grant funds and be funded solely by funds already designated as matching funds in the grant. The \$70,000 in CDBG grant funding allocated for the park improvements will then be re-allocated to the sidewalk project. This will also simplify all of the other aforementioned requirements, which are already being duplicated because of the two separate projects. The attached advertisement, which was run in the newspaper as required, provides additional information.

FISCAL IMPACT

This change will result in cost savings for the park project.

RECOMMENDATION

Pending comments from the public, request a modification to the CDBG grant agreement number H2426 to remove the park components of the grant, and authorize the Mayor to sign any and all documents needed to effect this change.

ADVERTISEMENT

CITY OF GREEN COVE SPRINGS - 321 WALNUT STREET - GREEN COVE SPRINGS, FLORIDA 32043
TEL. (904) 297-7500 - FAX (904) 284-8118

For Immediate Release/Run Once, **Block Display Advertisement (as small as possible)**
PLEASE SEND AFFIDAVITS AS PROOF OF PUBLICATION ASAP TO:

Fred Fox Enterprises, Inc. & City of Green Cove Springs
P. O. Box 840338 321 Walnut Street
St. Augustine, FL 32080 Green Cove Springs, FL 32043

Bill to: City of Green Cove Springs
321 Walnut Street, Green Cove Springs, FL 32043
Attn: Erin West

Date: August 22, 2024
Contact: Erin West, City Clerk
Phone: (904) 297-7500, ext. 3307 **Fax:** (904) 284-8118
Any questions regarding this ad, please contact Fred Fox at Fred Fox Enterprises, Inc. at (904) 810-5183.

Run Once: **As a Block Display Advertisement on August 29, 2024 – Furnish Affidavit**

PUBLIC HEARING NOTICE

The City of Green Cove Springs has received a Community Development Block Grant – #22DB-OP-04-20-02-N22 in the amount of seven hundred thousand dollars (\$700,000.00) from the Florida Commerce Department. The funds were awarded to the City of Green Cove Springs to replace the existing stormwater piper in a certain area of the City, to install sidewalks on Highlands Avenue and Center Street and to install the shade cover over the existing playground and construct a new picnic facility. The stormwater piping and sidewalks project has been bid out and the bids received exceeded the CDBG budget. The City is requesting approval from Florida Commerce to remove the park improvements (shade cover and new picnic facility) from the CDBG budget.

The City of Green Cove Springs does not anticipate any displacement of persons will occur as a result of the amended planned CDBG-NR funded project; if any persons are displaced as a result of these planned activities, the City of Green Cove Springs will assist with relocation payments based on uniform act requirements.

A public hearing to provide citizens an opportunity to comment on the proposed change of the scope of the City’s CDBG #22DB-OP-04-20-02-N22 project will be held on Tuesday, September 3, 2024 at 7:00 p.m. or as soon thereafter as possible at the City of Green Cove Springs City Council Chambers, located at 321 Walnut Street, Green Cove Springs, Florida. To obtain additional information concerning the application and the public hearing, contact Mr. Mike Null, Assistant City Manager at (904) 297-7500 extension 3324.

Citizens can submit written comments concerning the proposed reallocation of the CDBG #22DB-OP-04-20-02-N22 to Mr. Mike Null, Assistant City Manager, City of Green Cove Springs, 321 Walnut Street, Green Cove Springs, Florida 32043 or can e-mail the comments to Mr. Null at mnull@greencovesprings.com.

The public hearing is being conducted in a handicapped accessible location. Any person needing special accommodations such an interpreter for the hearing or visually impaired and any non-English speaking person wishing to attend the public hearing should contact should contact Erin West, City Clerk at (904) 297-7500, ext. 3307 or by e-mail at ewest@greencovesprings.com at least five calendar days prior to the meeting and an interpreter will be provided.

The City of Green Cove Springs Is A Fair Housing/Equal Opportunity/Handicap Accessible Jurisdiction.

City of Green Cove Springs

Erin West, City Clerk
321 Walnut Street
Green Cove Springs, FL 32043
L. Steve Kennedy, City Manager

Green Cove Springs Citizen Advisory Committee

By-Laws Article I~ Name

The name of this group is the Green Cove Springs Citizens Advisory Committee ("GCSCAC"). GCSCAC is a complete volunteer committee of the City of Green Cove Springs. For future references to these By-Laws, the "GCSCAC" acronym can be shortened to "CAC".

Article II ~ Purpose

The CAC shall provide input and feedback on matters of public opinion regarding a variety of issues related to the operation of the City of Green Cove Springs. The input received may be factored into various decisions made by the City of Green Cove Springs.

Article III ~ Officers

The officers of the CAC shall be Chair, Vice-Chair and Secretary. The duties of each office are:

Chairperson~ To preside over all meetings of the CAC and to call special meetings as needed. The Chairperson will be a non-voting member of the CAC, unless needed in a deadlock.

Vice Chairperson~ To perform the duties of the Chairperson in his or her absence.

Secretary~ To record meeting summaries, attendance, prepare required reports, notify members of dates and times of meetings and such other duties as required or directed by the Chairperson. Notices of meetings shall be emailed to the CAC Coordinator at least one (1) week in advance of each meeting of the CAC, including a meeting agenda.

Initially, officers will be elected from the committee at large at the second meeting of the CAC and will serve until the election of new officers. Subsequently, officers will be elected from the Committee at large at the normally scheduled monthly meeting in October of each year for a term of two (2) years beginning the first meeting of November. No member shall serve more than two (2) consecutive terms without a majority vote of the current committee.

In the event the Chair is unable to serve their full term, the Vice-Chair shall, if accepted, fill the Chair position for the remaining term or until the next scheduled election of officers. A new Vice-Chair will be elected from the committee at large and serve the remaining term or until the next scheduled election of officers.

If unaccepted, a new Chair will be elected from the committee at large and serve the remaining term or until the next scheduled election of officers.

In the event the Vice-Chair and/or Secretary are unable to serve their full term, a new Vice-Chair and/or Secretary will be elected from the committee at large and serve the remaining term or until the next scheduled election of officers.

In the absence of the Chairperson and the Vice Chairperson, a temporary Chairperson shall be selected by the members present for that one (1) meeting.

Article IV ~ Duties of the Committee

1. Provide general citizen feedback, views, and recommendations via the to the Mayor, City Council and City Manager related to issues, proposals, concepts or Ordinances and any other feedback requests that may be presented to the Group or other topics the committee, by a majority CAC vote, decides to explore.
2. Review and participate in various work elements as well as future plans and initiatives to be presented for consideration.
3. Provide a methodology whereby actions and recommendations of the CAC can be conveyed to the general citizenry through identified methods.
4. Participate in Community Outreach activities.
5. Meet with the Mayor, City Council or City Manager on an as-needed basis.
6. This is not a Policy Making committee, but an Advisory Committee. Feedback gathered may be used to develop ordinances, policies and directions of the City through the Mayor, City Council and City Manager.

Article V ~ Composition and Terms

New CAC membership will be considered throughout the year and members will be voted on and initially appointed or re-appointed by the CAC on a quarterly schedule (January, April, July, October). Members will serve one two-year term before re-appointment; at which time a new oath will be signed. All terms will begin in the quarter immediately following the appointment date.

Membership on the Committee is limited to: (A) Residents of the City of Green Cove Springs; (B) Clay County residents who reside within one (1) mile of the existing city limits of the City of Green Cove Springs; or, (C) Business owners, whose business is located within the city limits of the City of Green Cove Springs and who have a current business license issued by the City of Green Cove Springs; (D) Business owners, whose business is located within 1 mile of the existing city limits or utility service area of Green Cove Springs.

Article VI ~ Meeting

Regular meetings of the CAC shall meet on the 2nd Thursday of each month at 6:30 PM in the Green Cove Springs Police Department EOC. All meetings will be coordinated with the CAC Coordinator. Regular meetings that fall on Holidays will be cancelled or rescheduled to an alternate Thursday and so noted on the CAC Meeting Minutes.

In order for business to be transacted or for a meeting to be considered official, at least one- third (1/3) of the roster members of the CAC must be present.

Any vote will be considered valid if at least one- third (1/3) of the roster members of the CAC members present vote in favor of a properly made and seconded motion from the membership.

Any CAC member who is absent without excuse for two (2) consecutive meetings, may be removed from membership of the CAC. Excused notices must be provided to the Chairman, Secretary, or CAC Coordinator.

All meetings will be governed by the current edition of Robert's Rules of Order. All meetings will follow the agenda format below:

AGENDA

Call to Order

Chairman to call on members of the audience wishing to address the Council on matters not on the agenda.

Approval of Minutes

New Business

Old Business

Adjournment

Article VII~ Amendments to By-Laws

These By-laws are intended to serve as a guide for minimum participation by members of the CAC. Members may recommend amendments of the By-laws in order to improve the Committee's overall performance. Notice of the intent to revise the By-laws must be given in the agenda that is distributed one (1) week prior to the meeting at which the amendment(s) shall be discussed. A vote of eighty (80%) percent of the members present shall be required for the recommended change to the By-laws to be valid. Amendments to the By-laws of the CAC must be ratified by the Mayor and Council of the City of Green Cove Springs.

Adopted this ____ day of _____ 202__

Charles Sohm, Chairman
Green Cove Springs Citizens Advisory Committee

Approved by the Mayor and City Council on _____

Steven R. Kelley, Mayor
City of Green Cove Springs

Erin West, City Clerk
City of Green Cove Springs

Green Cove Springs Citizen Advisory Committee

By-Laws Article I~ Name

The name of this group is the Green Cove Springs Citizens Advisory Committee ("GCSCAC"). GCSCAC is a complete volunteer committee of the City of Green Cove Springs. For future references to these By-Laws, the "GCSCAC" acronym can be shortened to "CAC".

Article II ~ Purpose

The CAC shall provide input and feedback on matters of public opinion regarding a variety of issues related to the operation of the City of Green Cove Springs. The input received may be factored into various decisions made by the City of Green Cove Springs.

Article III ~ Officers

The officers of the CAC shall be Chair, Vice-Chair and Secretary. The duties of each office are:

Chairperson~ To preside over all meetings of the CAC and to call special meetings as needed. The Chairperson will be a non-voting member of the CAC, **unless needed in a deadlock**.

Vice Chairperson~ To perform the duties of the Chairperson in his or her absence. ~~When serving as the acting Chairperson, the Vice Chairperson shall be a non-voting member of the CAC.~~

Secretary~ To record meeting summaries, attendance, prepare required reports, notify members of dates and times of meetings and such other duties as required or directed by the Chairperson. Notices of meetings shall be emailed to the ~~City Clerk~~ **CAC Coordinator** and ~~CAC members~~ at least one (1) week in advance of each meeting of the CAC, including a meeting agenda.

Initially, officers will be elected from the committee at large at the second meeting of the CAC and will serve until the election of new officers. Subsequently, officers will be elected from the Committee at large at the normally scheduled monthly meeting in October of each year for a term of two (2) years beginning ~~January 1 of the following year~~ **the first meeting of November**. No member shall serve more than two (2) consecutive terms without a majority vote of the current committee.

In the event the Chair is unable to serve their full term, the Vice-Chair shall, if accepted, fill the Chair position for the remaining term or until the next scheduled election of officers. A new Vice-Chair will be elected from the committee at large and serve the remaining term or until the next scheduled election of officers.

If unaccepted, a new Chair will be elected from the committee at large and serve the remaining term or until the next scheduled election of officers.

In the event the Vice-Chair and/or Secretary are unable to serve their full term, a new Vice-Chair and/or Secretary will be elected from the committee at large and serve the remaining term or until the next scheduled election of officers.

In the absence of the Chairperson and the Vice Chairperson, a temporary Chairperson shall be selected by the members present for that one (1) meeting.

Article IV ~ Duties of the Committee

1. Provide general citizen feedback, views, and recommendations via the to the Mayor, City Council and City Manager related to issues, proposals, concepts or Ordinances and any other feedback requests that may be presented to the Group or other topics the committee, by a majority CAC vote, decides to explore.
2. Review and participate in various work elements as well as future plans and initiatives to be presented for consideration.
3. Provide a methodology whereby actions and recommendations of the CAC can be conveyed to the general citizenry through identified methods.
4. Participate in Community Outreach activities.
5. Meet with the Mayor, City Council or City Manager on an as-needed basis.
6. This is not a Policy Making committee, but an Advisory Committee. Feedback gathered may be used to develop ordinances, policies and directions of the City through the Mayor, City Council and City Manager.

Article V ~ Composition and Terms

~~Initial members of the CAC will serve until January 2023. Subsequently, interested members will serve another two (2)-year term subject to reappointment by the Mayor and City Council. All terms will commence in January when appointments to the CAC shall be done by the Mayor and City Council of Green Cove Springs. New members may be solicited and appointed throughout the year.~~

New CAC membership will be considered throughout the year and members will be voted on and initially appointed or re-appointed by the CAC on a quarterly schedule (January, April, July, October). Members will serve one two-year term before re-appointment, at which time a new oath will be signed. All terms will begin in the quarter immediately following the appointment date.

Membership on the Committee is limited to: (A) Residents of the City of Green Cove Springs; (B) Clay County residents who reside within one (1) mile of the existing city limits of the City of Green Cove Springs; or, (C) Business owners, whose business is located within the city limits of the City of Green Cove Springs and who have a current business license issued by the City of Green Cove Springs; (D) Business owners, whose business is located within 1 mile of the existing city limits or utility service area of Green Cove Springs.

Article VI ~ Meeting

Regular meetings of the CAC shall meet on the 2nd Thursday of each month at 6:30 PM in the ~~Council Chambers of the City of Green Cove Springs~~ **Green Cove Springs Police Department EOC**. All meetings will be coordinated with the ~~City Manager or his designee~~ **CAC Coordinator**. Regular meetings that fall on Holidays will be **cancelled or** rescheduled to an alternate Thursday and so noted on the CAC Meeting ~~Calendar~~ **Minutes**.

~~Special meetings may be called by the Chairperson as may be required as is herein provided.~~

In order for business to be transacted or for a meeting to be considered official, at least one- third (1/3) of the roster members of the CAC must be present.

Any vote will be considered valid if a ~~simple majority~~ **at least one- third (1/3) of the roster members** CAC members present vote in favor of a properly made and seconded motion from the membership.

Any CAC member who is absent without excuse for two (2) consecutive meetings, may be removed from membership of the CAC. Excused notices must be provided to the Chairman, Secretary, or **CAC Coordinator**.

All meetings will be governed by the current edition of Robert's Rules of Order. All meetings will follow the agenda format below:

AGENDA

Call to Order

Chairman to call on members of the audience wishing to address the Council on matters not on the agenda.

Approval of Minutes

~~Committee Topic(s)~~-New Business

~~Committee Discussion~~ Old Business

Adjournment

Article VII~ Amendments to By-Laws

These By-laws are intended to serve as a guide for minimum participation by members of the CAC. Members may recommend amendments of the By-laws in order to improve the Committee's overall performance. Notice of the intent to revise the By-laws must be given in the agenda that is distributed one (1) week prior to the meeting at which the amendment(s) shall be discussed. A vote of eighty (80%) percent of the members present shall be required for the recommended change to the By-laws to be valid. Amendments to the By-laws of the CAC must be ratified by the Mayor and Council of the City of Green Cove Springs.

Adopted this 8th day of August 2024



Charles Sohm, Chairman
Green Cove Springs Citizens Advisory Committee

Approved by the Mayor and City Council on _____

Steven R. Kelley, Mayor
City of Green Cove Springs

Erin West, City Clerk
City of Green Cove Springs



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session
Consent Agenda

MEETING DATE: September 3, 2024

FROM: L. J. Arnold III, City Attorney

SUBJECT: Consider passage of Resolution No. R-14-2024 which changes City Council meeting times beginning October 1, 2024.

BACKGROUND

The City Council has determined that it is in the citizens and city staff's best interest to commence their regular meetings at 6:00 P.M. rather than 7:00 P.M., beginning October 1, 2024.

FISCAL IMPACT

None

RECOMMENDATION

Motion to approve Resolution R-14-2024.

RESOLUTION NO. R-14-2024

A RESOLUTION OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA CHANGING THE TIME FOR REGULAR CITY COUNCIL MEETINGS FROM 7:00 P.M. TO 6:00 P.M. EST, BEGINNING OCTOBER 1, 2024; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council desires for good cause and a public purpose to change the times for commencement of their regular meetings as mentioned in City Charter Section 2.10 from 7:00 p.m. to 6:00 p.m. EST, beginning October 1, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are hereby adopted herein.

SECTION 2. All regular meetings of the City Council beginning October 1, 2024, shall commence at 6:00 p.m. rather than 7:00 p.m., EST.

SECTION 3. REPEALING CLAUSE. All resolutions or parts of resolution in conflict herewith are hereby repealed.

SECTION 4. 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 resolution 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 resolution, and the remainder of the resolution after the exclusions of such part or parts shall be deemed to be valid.

SECTION 5. EFFECTIVE DATE. This Resolution shall be effective upon passage.

DONE AND RESOLVED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA IN REGULAR SESSION THIS 3RD DAY OF SEPTEMBER, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM AND LEGALITY:

L. J. Arnold, III, City Attorney



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** September 3, 2024
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council ratification of funding in the amount of \$35,750.00 to Emerald Transformer for purchase of single-phase electric transformers. *Scott Schultz*

BACKGROUND

The electric department utilizes a wide variety of transformers in the electric system. Transformers continue to have a long lead time, some taking almost two years to receive. Emerald Transformer had an inventory of a common size transformer the utility uses and offered them to the city. In order to purchase before another utility, immediate confirmation of the desire to purchase was required.

Approval was solicited and received from executive staff.

FISCAL IMPACT

\$35,750.00 to the Electric Department inventory account

RECOMMENDATION

Ratification of funding in the amount of \$35,750.00 to Emerald Transformer for purchase of single-phase electric transformers.

August 13, 2024

Quote Number: 00004594

Andy (James) Yeager
City of Green Cove Springs
1288 Harbor Road
Green Cove Springs, FL 32043
(904)408-2703
jyeager@greencovesprings.com

Dear Andy (James),

Thank you for considering Emerald Transformer for your transformer and electrical equipment needs. Emerald Transformer offers our clients a broad spectrum of transformer and electrical equipment service needs, along with environmental services and can dispose of hazardous material at or through an Emerald Transformer owned and operated facility. In addition to managing your transformer service needs, Emerald Transformer also provides:

- Electrical Equipment Refurbishment
- Facility Decontamination/Remediation Services
- PCB Contaminated Oil Retrofilling
- Transformer and Equipment Decommissioning-Including PCB Disposal
- Oil Processing and Laboratory Analysis
- Transformer and Equipment Parts
- In-Field Technical Services

We appreciate the opportunity to be of service. If you have any questions regarding this proposal, please contact me at (850) 520-3002.

Sincerely,

Steve Ricke
Emerald Transformer

Transformer Quote

Product	Quantity	Unit Price	Subtotal
Stock Single Phase Padmount 50 KVA 65 Degree C Rise, 60 Hertz HV: 22860GRDY/13200 125 kV Loop Feed LV: 240/120 30 kV No Taps Bayonet Fusing Non-PCB Mineral Oil (ONAN) (2)Dead Front Wells & 15 kV Inserts (3)4 Hole Spade ANSI Type 2	5	\$7,150.00	\$35,750.00
Estimated Total:			\$35,750.00

Shipping: Prepaid & Allowed

Lead Time: 2-4 Weeks ARO

Warranty: 5 Years

FOB: Destination

GENERAL TERMS & CONDITIONS

Except where superseded by an existing agreement, the following terms and conditions apply to this quoted business:

- Emerald Transformer guarantees rates are firm for 30 days and order times will vary from 6-12 weeks.
- If the customer cancels an order, the customer may incur cancellation and restocking fees.
- Where modifications to the original transformer specifications become necessary, Emerald Transformer will obtain customer authorization for such modifications and a revised quoted price to fulfill order.
- Standard repair pricing includes a new PRV and gaskets. All other parts will be at additional cost.
- Pricing unless otherwise reflected does not include transportation or offloading fees at customer site. All rigging and removal from the truck/trailer is the responsibility of the customer. Customer is also responsible for loading the truck/ trailer when returning equipment.
- Emerald Transformer' standard credit terms are Net 30 days.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Local, state, and federal fees/taxes are not included and the customer is responsible to pay any such fees where applicable.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Emerald Transformer reserves the right to decline to enter into such an agreement without prejudice or penalty.

For order processing to proceed we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number.

Signed:

Date:

Purchase Order Number:



STANDARD LIMITED WARRANTY

Standard Limited Warranty: Subject to the limitations set forth herein, Emerald Transformer warrants that all equipment, of any make or type, that has been serviced by an Emerald Transformer facility and that has been in normal use and undergone normal service ("Covered Equipment"), will be free from defects in material (excluding customer supplied materials) and workmanship for a period of three (3) years from the date of delivery of the equipment by Emerald Transformer to the customer (the "Warranty").

Upon receipt of a warranty claim with respect to Covered Equipment, Emerald Transformer will perform a warranty analysis to determine whether the cause of the Covered Equipment's failure is covered under the terms of this Warranty. Emerald Transformer is not responsible for any repairs to or alterations of the Covered Equipment made by anyone other than Emerald Transformer without a specific written authorization from Emerald Transformer. If requested by Emerald Transformer, the customer shall promptly return the Covered Equipment to Emerald Transformer, freight prepaid, prior to any warranty analysis or attempted repair of the Covered Equipment. Emerald Transformer is not responsible for loss of or damage to the Covered Equipment in transit. Emerald Transformer's obligations under this Warranty are limited to, at its sole option, replacing, repairing or refunding the total amount paid by the customer to Emerald Transformer in connection with the Covered Equipment confirmed to be defective and covered under the terms of this Warranty by Emerald Transformer. Emerald Transformer is not responsible for replacing any paint or finish on the Covered Equipment that did not originate from an Emerald Transformer facility.

Notwithstanding anything to the contrary herein, this Warranty does not apply to damage to the Covered Equipment caused by:

- a. Acts of God, including, but not limited to, lightning, tornadoes, hurricanes, floods, or other natural occurrences;
- b. normal wear and tear, abnormal conditions of use, improper installation or maintenance, accident, neglect or misuse; or
- c. the supply of defective parts by, or improper repairs made by, anyone other than Emerald Transformer without a specific written authorization from Emerald Transformer.

Liability Limitations: THIS WARRANTY IS THE SOLE WARRANTY PROVIDED BY EMERALD TRANSFORMER. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY EXCLUDED.

NO EMPLOYEE, AGENT OR DISTRIBUTOR OF EMERALD TRANSFORMER HAS ANY AUTHORITY, EXPRESSED OR IMPLIED, TO CHANGE OR EXPAND THE TERMS OF THIS WARRANTY, OR TO BIND EMERALD TRANSFORMER TO ANY WARRANTY TERMS OTHER THAN THE TERMS SPECIFICALLY SET FORTH HEREIN.

THIS WARRANTY MAY BE ASSERTED ONLY BY THE CUSTOMER, AND NOT BY THE CUSTOMER'S CUSTOMERS OR THIRD PARTIES. UNDER NO CIRCUMSTANCES SHALL EMERALD TRANSFORMER BE LIABLE FOR LIQUIDATED DAMAGES OR FOR COLLATERAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION. THE AGGREGATE TOTAL LIABILITY OF EMERALD TRANSFORMER IN CONNECTION WITH THE PERFORMANCE OF THIS WARRANTY SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO EMERALD TRANSFORMER IN CONNECTION WITH THE COVERED EQUIPMENT.

REV JAN 2015 SWRS

From: Steve Kennedy <skennedy@greencovesprings.com>
Sent: Thursday, August 15, 2024 1:58 PM
To: Scott Schultz <sschultz@greencovesprings.com>
Cc: Mike Null <mnull@greencovesprings.com>; Sue Wang <swang@greencovesprings.com>
Subject: Re: Pre-Council Approval of Transformer Purchase

Go ahead!
Sent from my iPhone

From: Mike Null <mnull@greencovesprings.com>
Sent: Thursday, August 15, 2024 1:56 PM
To: Scott Schultz <sschultz@greencovesprings.com>; Steve Kennedy <skennedy@greencovesprings.com>; Sue Wang <swang@greencovesprings.com>
Subject: RE: Pre-Council Approval of Transformer Purchase

Yes, please proceed.

Mike Null
Assistant City Manager
City of Green Cove Springs
ph (904)297-7500, ext. 3324
fx (904)284-8609

From: Scott Schultz <sschultz@greencovesprings.com>
Sent: Thursday, August 15, 2024 1:49 PM
To: Mike Null <mnull@greencovesprings.com>; Steve Kennedy <skennedy@greencovesprings.com>; Sue Wang <swang@greencovesprings.com>
Subject: Pre-Council Approval of Transformer Purchase

Good afternoon:

You may recall that the council approved purchasing certain items in advance, then seeking ratification, when there is a shortage availability of materials. I probably need to do an updated staff report to re-confirm approval.

There are some transformers needed by the electric department. A vendor has some available, but we must secure them as soon as possible. You will see a requisition for them (quote attached) and I will follow up (pending your approval) with a ratification staff report, which will include re-confirmation of advance purchases.

Scott Schultz
Water & Wastewater Utilities
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043
(904) 219-7540



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** September 3, 2024
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval for warehouse staff to purchase certain electric, water and wastewater materials which have long lead times and short availability timelines with executive staff approval and subsequent Council ratification.

BACKGROUND

Some inventory items are still experiencing supply chain shortages. These materials have long lead times and short availability windows. Vendors contact customers to notify them of availability but require confirmation of desire to purchase within 24 hours. In rare circumstances warehouse staff will need to commit to purchase immediately. Council authorized warehouse staff to utilize the immediate commitment process and subsequent ratification process in 2020. This staff report is to refresh that option when needed.

FISCAL IMPACT

Dependent on purchases

RECOMMENDATION

Approve warehouse staff to purchase certain electric, water and wastewater materials which have long lead times and short availability timelines with executive staff approval and subsequent Council ratification.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** September 3, 2024
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval for blanket purchase order funding (annual PO) for Fiscal Year 2025 to Gate Petroleum (city vehicle / equipment fuel) in the amount of \$200,000.00, Advanced Environmental Laboratories (water / wastewater lab services) in the amount of \$56,550.00 and Hawkins Inc. (water wastewater chemicals) in the amount of \$214,500.00.

BACKGROUND

Gate Petroleum: Utilizing a multi-agency bid of which Green Cove Springs is a party

Advanced Environmental: Piggybacking on the City of Atlantic Beach bid

Hawkins: Due to continued instability in the market, utilizing a quarterly pricing process previously approved by the Council

FISCAL IMPACT

Gate Petroleum: Charged to each department based on usage

Advanced Environmental:

- Water: \$7800.00
- Wastewater: \$48,750.00

Hawkins:

- Water: \$58,500.00

Wastewater: \$156,000.00

RECOMMENDATION

Approve blanket purchase order funding for Fiscal Year 2025 to Gate Petroleum in the amount of \$200,000.00, Advanced Environmental Laboratories in the amount of \$56,550.00 and Hawkins Inc. in the amount of \$214,500.00.

SPECIAL CONDITIONS

Questions on Bid shall be in writing to Shelly Vongchanta, Coordinator of Purchasing, sent via email to shelly.vongchanta@myoneclay.net no later than September 6, 2022.

Any and all written questions received shall be reviewed, responded to and if deemed necessary an official response shall be issued by the Purchasing Department in the form of an Addendum. This process shall constitute the only official means by which additional information regarding this bid shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any bidder's proposal and shall not be considered in the evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Bidders may be disqualified who solicit or receive (even if unsolicited) additional information regarding the bid by any other means than the process described herein.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above in General Conditions and Special Conditions.

This sheet and the accompanying bid constitute an offer from the Bidder.

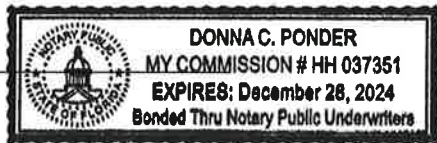
Vendor's Name and Date: Gate Fuel Service 09/01/22

Signature of Authorized Representative: *W. Michael Love*

Print Name of Authorized Representative: W. Michael Love

SWORN TO AND SUBSCRIBED BEFORE ME THIS 13th DAY OF SEPT, 2022

NOTARY PUBLIC
My Commission Expires:



Donna C. Ponder

If any or all parts of the bid are accepted by Clay County, an authorized Representative of the Purchasing Department shall affix their signature hereto, and this shall then constitute the written agreement between the parties.

Bertha Stapp, Supervisor of Purchasing 10/10/2022
Authorized Representative of The School Board of Clay County Date

Authorized Representative of Clay County Board of County Commissioners Date

Authorized Representative of The City of Green Cove Springs Date

Authorized Representative of The Town of Orange Park Date



Item #22.

School Board of Clay County

October 6, 2022 - Regular Board Meeting

Title

C15 - BID to be awarded

Description

Award BID as required per FS 287, DOE 6A-1.012 and School Board Policy

a. Unleaded Gasoline, #2 Undyed Diesel and Dyed Diesel Fuel Bid #22-BA-128. Contract Period is for a three (3) year period from December 1, 2022 through November 30, 2025 with the option to renew for an additional three (3) year contract period upon mutual agreement, in writing. Cooperative Bid established for the purchase and delivery of Unleaded Gasoline, #2 Undyed Diesel and Dyed Diesel Fuel needs for The School Board of Clay County, Clay County Board of County Commissioners, The City of Green Cove Springs and The Town of Orange Park. The vendor awarded is the lowest most qualified responsive bidder meeting specifications.

Gap Analysis

Participating Agencies require vendors to provide products and services to ensure uninterrupted operations throughout the County.

Previous Outcomes

Prior Board approved Bid will expire, but was used successfully during the past terms to provide quality services and products to Clay County.

Expected Outcomes

Upon approval by the Board, we expect the vendor to provide quality services and products at the terms and conditions listed in the Cooperative Bid.

Strategic Plan Goal

Goal 2; Strategy 2.4; Ensure effective and efficient use of resources for fiscal stability.

Recommendation

Award BID as follows:

- a. Unleaded Gasoline, #2 Undyed Diesel and Dyed Diesel Fuel Bid #22-BA-128:
- Gate Fuel Services, Inc., PO Box 23627, Jacksonville, FL 32241

Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, Phone: (904)336-6721, Email: susan.legutko@myoneclay.net

Financial Impact

a. Unleaded Gasoline, #2 Undyed Diesel and Dyed Diesel Fuel Bid #22-BA-128: Total estimated expenditure for the three (3) year contract will vary based on individual agency usage. The School Board of Clay County estimates \$4,000,000 from General Revenue.

Review Comments

Attachments

No attachments available



SUBMIT BIDS TO:
**SCHOOL BOARD OF CLAY COUNTY
 PURCHASING DEPARTMENT**

800 Center Street
 Green Cove Springs, Florida 32043

**INVITATION TO BID
 Acknowledgement Form**

Page 1 of 39 Pages	BID WILL BE OPENED AT: 2:00 P.M., SEPTEMBER 14, 2022 and may not be withdrawn within 90 days after such date and time.	ITB NO. 22-BA-128
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POSTING TIME & DATE 10:00 A.M. July 28, 2022	PURCHASING DEPARTMENT REPRESENTATIVE Shelly Vongchanta Coordinator of Purchasing Email: shelly.vongchanta@myoneclay.net	BID TITLE UNLEADED GASOLINE, #2 UNDYED DIESEL AND DYED DIESEL FUEL
---------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------

VENDOR NAME Gate Fuel Service, Inc	"NO BID" REASON FOR NOT SUBMITTING BID To qualify as a respondent, bidder shall submit only this bidder acknowledgement form and it shall be received no later than the stated bid opening date and hour.
----------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

VENDOR MAILING ADDRESS PO Box 23627
CITY-STATE-ZIP Jacksonville, FL 32241
TELEPHONE NUMBER: () 904-448-2992
FAX NUMBER: () 904-448-7041
EMAIL ADDRESS: dponder@gatepetro.com

W. Michael Love

 AUTHORIZED SIGNATURE (MANUAL)

W. Michael Love

 AUTHORIZED SIGNATURE (TYPED or PRINTED)

President

 TITLE

I hereby certify that I am submitting the following information as my firm's (Bidder) bid and am authorized by Vendor/Contractor/Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, conditions contained in ITB, and any released Addenda and understand that the following are requirements of ITB and failure to comply shall result in disqualification of bid submitted; Bidder certifies this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services(s), and is in all respects fair and without collusion or fraud. Bidder acknowledges that all information contained herein is part of the public record as defined by State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate.

SEALED BIDS: All Bid sheets, requested documents, and this acknowledgement form shall be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the bid number, date and time of the bid opening and the company name. All Bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to Bid being considered Non-Responsive.

- SIGNATURE REQUIRED CHECKLIST:**
- Documents shall be submitted with Bid
 - INVITATION TO BID ACKNOWLEDGEMENT FORM (Page 1)
 - TERMS AND CONDITIONS ACCEPTANCE (Page 27)
 - BID TENDER FORM (Pages 29-30)
 - CERTIFICATION REGARDING LOBBYING (Page 33)
 - CERTIFICATION REGARDING NON DISCRIMINATION (Page 34)
 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION (Page 35)
 - DRUG-FREE WORKPLACE CERTIFICATION (Page 36)
 - NON-COLLUSION AFFIDAVIT (PAGE 37)
 - DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST (Page 38)
 - BIDDER'S STATEMENT PRINCIPAL PLACE BUSINESS (Page 39)

- SUBMITTAL REQUIRED CHECKLIST:**
- Documents submitted with Bid or within 24 hours upon request.
- CERTIFICATE OF INSURANCE
 - SPECIFICATIONS

GENERAL CONDITIONS

INTENT AND USAGE

This is a cooperative bid for “**UNLEADED GASOLINE, #2 UNDYED DIESEL AND DYED DIESEL FUEL**” to be furnished as specified herein for use by each of the following entities, hereinafter referred to collectively as “Clay County”:

The School Board of Clay County
Clay County Board of County Commissioners
The City of Green Cove Springs
The Town of Orange Park

Each of the above listed entities shall make their own award with their respective governing bodies. Purchase orders issued and payments made under this bid shall be the responsibility of each entity listed.

It is the intent of this bid to establish an open end contract that shall provide the total Unleaded Gasoline, #2 Undyed Diesel and Dyed Diesel Fuel needs, as specified herein, for three (3) years with the option to renew for an additional three (3) year contract period, by mutual agreement between Clay County and the awarded vendor(s).

BIDDER'S RESPONSIBILITY

It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein, on the attached bid documents, and on any Addenda issued thereto.

BID SUBMITTAL

Completed bid shall be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids shall be time stamped in the School Board of Clay County Purchasing Department on or before Due Date and Time listed on Acknowledgement Form. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 800 Center Street, Green Cove Springs, Florida 32043. Bids submitted by telegraphic, email, or facsimile transmission shall not be accepted. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring School Board of Clay County to pay for any portion of the delivery cost or the complete delivery cost. Bids delivered to any location, other than 800 Center Street, Green Cove Springs, FL 32043, shall not be accepted.

SEALED BID REQUIREMENTS

Unless otherwise specified, bidders shall use the form(s) furnished by the Purchasing Department, of the School Board of Clay County, Florida (“Clay County”) and enter information only in the spaces where a response is requested. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a bid. Bidders may use an attachment as an addendum to the bid if sufficient space is not available on the original form(s) for the bidder to enter a complete response. For purpose of evaluation, the bidder shall indicate any and all variances from specifications, terms, and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the product or service fully complies with the specifications, terms and conditions herein.

GENERAL CONDITIONS

Bid must contain a NOTARIZED signature of an authorized representative, officer or employee having authority to legally bind the company or firm in the space provided. All bids shall be completed in ink or typewritten. Use of erasable ink or pencil is not permitted. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. Clay County reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.

BID OPENING

All bids shall be received no later than September 14, 2022 at 2:00 P.M. All bids received after that time shall not be considered. It is the bidder's responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, shall not be considered. The public opening shall acknowledge receipt of the bids only, details concerning pricing or the offering may or may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bid files may be examined during normal working hours by appointment.

CONE OF SILENCE

Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any Clay County Board member, any Evaluation Committee Member, or any other Clay County employee after Clay County Purchasing Department releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Clay County representative. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by Clay County. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to Board Members or offer contributions to Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to Clay County. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by Clay County. Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.

SUBSTITUTIONS

Clay County SHALL NOT accept substitute shipments of any kind. Awardee(s) are expected to furnish the brand quoted in their bid once awarded by Clay County. Any substitute shipments shall be returned at Awardee's expense.

QUANTITIES SPECIFIED

Clay County reserves the right to increase or decrease the quantity of any of the items, products, goods or services included in this bid. Quantities stated are for bidders guidance only and no guarantee is given or implied as to quantities that shall be used during the contract period. Estimated quantities are based upon previous needs and estimated usage. Estimated quantities shall be used for the purpose of evaluating low bid.

BID BONDS / PERFORMANCE BONDS

Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, Clay County shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.

GENERAL CONDITIONS

PRICES QUOTED

Firm prices shall be bid and include all packing, handling, shipping and/or delivery cost to any point in Clay County. Give both unit price and extended total. In case of discrepancy in computing the amount of the bid, the Unit Price quoted shall govern. All prices quoted shall be F.O.B. destination and freight prepaid. The contractor shall be paid upon submission of invoices to Clay County at the prices stipulated on the contract. Bidder is requested to offer a cash discount for prompt invoice payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time shall be computed from the date of satisfactory delivery at place of acceptance or from a receipt of correct invoice at the Clay County offices, whichever is later.

PROPRIETARY INFORMATION

Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of their bid is confidential and exempt, bidder shall identify, in writing, the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

INVOICING AND PAYMENT

Contractor shall be paid in accordance with the Florida Prompt Payment Act, F.S. Chapter 218, upon submission of invoices to Clay County offices at the prices stipulated on the contract at the time the order is placed, less deductions, if any, after delivery and acceptance of goods in accordance with the Florida Prompt Payment Act. An original invoice that references a Clay County purchase order number shall be submitted for payment. Failure to follow these instructions may result in delay in processing invoices for payment.

INSURANCE / LICENSES / PERMITS

Bidder, by virtue of submitting a bid, shall be in full compliance with LIABILITY INSURANCE, LICENSES AND PERMITS as specified herein. Bidder shall take special notice that Clay County shall be listed as Certificate Holder (with a 30-day Notice of Cancellation or Change in Coverage) and listed as additional insured including but not limited to the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated as applicable to be at least A- with FSC VI or B+ with FSC V or better in the current AM Best Guide. All policies must remain in effect during the performance of the contract.

Where Awardees are required to enter or go onto Clay County property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to Clay County occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.

GENERAL CONDITIONS

LICENSES, CERTIFICATIONS AND REGISTRATIONS

As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Clay County. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within 24 hours upon request by Clay County.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Supervisor of Purchasing within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.

MISTAKES

Bidders are expected to examine specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to the bid. Failure to do so shall be at Bidder's risk.

CONDITION AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

DELIVERY

All deliveries shall be F.O.B. indicated destination, freight fully prepaid. Title to the goods shall pass to Clay County upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, Vendor retains the sole insurable interest in the goods. Time of delivery is an important consideration for Clay County in making the award. Clay County reserves the right to cancel any order, or any part thereof, without obligation if delivery is not made within the time specified. Any delivery made after cancellation of the order shall be returned at the Vendor's expense.

AWARDS

Clay County reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received as the best interest of Clay County may require. When it is determined there is no competition to the lowest, responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

Upon award of this bid, the successful bidder(s) shall be notified of the award configuration in writing by the School Board of Clay County Purchasing Department. The bidder(s) who is awarded a contract resulting from this Invitation to Bid is cautioned not to provide goods and services to any Clay County site or to any Clay County employee prior to receiving a purchase order issued by the Purchasing Department for the Clay County entity submitting the order. Notification of award is not to be construed as authorization to provide goods or services. Clay County is not obligated to pay invoices for the provision of goods or services for which Clay County Purchasing offices have not issued a purchase order, or invoices resulting from purchase order changes not previously authorized by Clay County.

GENERAL CONDITIONS

TAXES

Clay County is exempt from Federal Excise Tax on gasoline and diesel fuel used in all vehicles for governmental use. It shall be the responsibility of the successful bidder(s), NOT Clay County, to claim reimbursement from the IRS. It is understood that in order to meet this requirement the fuel supplier must be registered with the IRS and must supply a certificate to be filled out by Clay County. All prices quoted shall be quoted less all taxes.

SEVERABILITY

In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid.

SAFETY STANDARDS/ OSHA/ MSDS

The Awardee warrants that the product supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA), as amended, and the failure to comply with this condition shall be considered as a breach of contract. The bidder further certifies that if they are the successful bidder and delivered product is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall be borne solely by the bidder. The Manufacturer, Importer, or Distributor of a toxic substance shall provide all Material Safety Data Sheets (MSDS) with their bid. (See Florida's Right-To-Know Law, Chapter 442, Florida Statutes)

ASBESTOS / FORMALDEHYDE / LEAD-FREE

All building materials, pressed boards, and furniture supplied to Clay County shall be 100% asbestos free and 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free shall be supplied. All material supplied to Clay County must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead free shall be supplied to Clay County.

MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Any manufacturer's names, trade names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate the manufacturer's name and product number on bid form. Bidder shall submit descriptive literature and/or complete specifications with their bid. The bidder shall also explain in detail the reason(s) why the proposed equivalent meets the specifications and should not be considered an exception thereto. Clay County reserves the right to determine acceptance of item(s) as an approved equivalent. Bids that do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand shall be received and considered in complete compliance with the specifications as listed on the bid form. The Purchasing Department shall be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon Clay County unless evidenced by a Change Notice issued and signed by an authorized representative of Clay County.

GENERAL CONDITIONS

TIED BID

In the event of tied or identical bids, preference shall be given to the bid which certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S. If all tied bids have a drug-free workplace program certification, then preference shall be given to the bidder whose business is physically located in Clay County, Florida. If neither vendor is located in Clay County, Florida then preference shall be given to the bidder whose business is physically located in the State of Florida.

If more than one tied bidder is located in Clay County, Florida or if no tied bidder or more than one tied bidder is located in the State of Florida, the award of the tied bid shall be decided by the flip of a coin in the presence of witnesses. The coin flip shall be administered by the Supervisor of Purchasing who shall designate the calling of heads or tails.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

TOXIC SUBSTANCES IN CONSTRUCTION, REPAIR OR MAINTENANCE OF EDUCATIONAL FACILITIES

(Fla. Statute 1013-49: (1) All toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair or maintenance of educational facilities have restricted usage provisions. (2) Before any such substance may be used the contractor shall notify the SBCC Superintendent or the SBCC Project Manager/Supervisor in writing at least three (3) working days prior to using the substance. The notification shall contain: (a) The name of the substance to be used; (b) Where the substance is to be used; and (c) When the substance is to be used. A copy of a material safety data sheet shall be attached to the notification for each such substance.

SERVICE AND WARRANTY

Unless otherwise specified, the bidder shall define any warranty service and replacements that shall be provided during and subsequent to this contract. Bidders shall explain on an attached sheet to what extent warranty and service facilities are provided. All materials and/or services furnished under this bid shall be warranted by the vendor/distributor /manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items bid shall be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the successful bidder shall repair and/or replace any defects without cost to Clay County with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment and shall make any such repairs and/or replacements immediately upon notice from Clay County.

DISPUTES

In the event of a conflict between the documents, the order of priority of shall be as follows:

- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBCC shall be final and binding on both parties.

GENERAL CONDITIONS

SAMPLES

Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will upon request, be returned at the Bidder's expense. Each individual sample must be labeled with Bidder's name, bid number and item number. Samples of successful bidders' items may remain on file with the Purchasing Department for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within thirty (30) days after bid opening date. If request is not made within this time, the samples shall be disposed of by a Clay County representative.

EXPENDITURE

No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. Clay County is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of Clay County.

NON-CONFORMANCE TO CONTRACT CONDITIONS

Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Delivery of non-conforming items or failure to deliver items by the delivery date set forth in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

- a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
- b) All departments being advised not to do business with Awardee.

INSPECTION, ACCEPTANCE AND TITLE

Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by Clay County unless loss or damage resulted from negligence by Clay County. Awardee shall be responsible for filing, processing and collecting all damage claims.

FACILITIES

Pre-award inspection of contractor's facilities may be made prior to award of contract. Clay County reserves the right to inspect the Awardee's facilities at any time with prior notice. Bids shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid, have a record of performance for a reasonable period of time; have sufficient financial support equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with best business practices in the industry and as determined in discretion by the proper authorities of Clay County. Clay County may use the information obtained from this section in determining whether Bidder is a responsible bidder.

PURCHASING AGREEMENTS AND STATE TERM CONTRACTS

The purchasing agreements and state term contract available under F.S. 287.056 have been reviewed.

GENERAL CONDITIONS

PROTESTING

Any actual or prospective bidder who disputes the reasonableness, or competitiveness of the terms and conditions / specifications of the invitation to bid or contract award recommendation, shall file a written Notice of Protest with the Superintendent of Schools within 72 hours of the posting of bid solicitation or posting of the bid tabulation with recommendation and shall file a formal written protest within ten (10) working days following the filing of Notice of Protest. Any person who files an action protesting this bid pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Clay County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$5000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. Failure to observe such timeliness shall constitute a waiver of proceedings and of right to protest as set forth in Chapter 120, Florida Statutes. Bid Tabulation / Recommendation of Award shall be posted online at oneclay.net/purchasing with the hard copy posted in the SBCC Purchasing Department at 800 Center Street, Green Cove Springs, Florida after the intended recommendation is announced on or about September 16, 2022. This tabulation shall remain posted for a minimum period of 96 hours. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

CANCELLATION / TERMINATION

In the event, the awarded bidder violates any of the provisions of this bid or fails to perform their obligation under this contract in a manner satisfactory to Clay County as per specifications, the Supervisor of Purchasing shall give written notice to the vendor setting forth the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to Clay County for immediate cancellation of the contract. Failure of the vendor to correct deficiencies shall give Clay County the right to cancel this contract, but failure by Clay County to exercise this right, in any instance, shall not prevent the subsequent exercise of this right by Clay County or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service.

Upon cancellation, hereunder Clay County may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. Clay County reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, Clay County shall be relieved of all obligations under said contract. Clay County shall only be required to pay to the award bidder that amount of the contract actually satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor. Clay County may cancel the contract upon ninety (90) days written notice for reasons other than cause and vendor shall have no legal recourse or cause of action against Clay County for damages resulting from said cancellation.

GENERAL CONDITIONS

GOVERNING LAWS AND VENUE

This ITB, any award(s) resulting from this ITB, and all transaction from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts located in Clay County, Florida without regards to principles of conflicts of law.

USE OF OTHER CONTRACTS

Clay County reserves the right to utilize any other contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

LOBBY

Bidders are hereby advised that they shall not lobby with any Clay County personnel or Clay County Board Members regarding this bid. All oral or written inquiries shall be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or Clay County Personnel on the award of this contract. Any bidder or any individuals that lobby on behalf of a bidder shall result in the rejection/disqualification of said bid.

PURCHASES BY OTHER GOVERNMENTAL AGENCIES

D.O.E. Regulation #6A1.012(5): With the consent and agreement of successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by same terms and conditions as stated herein with exception of venue of litigation of disputes which may be changed to include only the state courts in the county in which the governmental agency is located.

ETHICS

All bidders shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

JESSICA LUNSFORD ACT

Requirement applies for the School Board of Clay County only. In accordance with the Jessica Lunsford Act the bidder and all their employees, as required by law, shall undergo and pass a Level II fingerprinting and background check as required by F.S. 1012.465,467 or 468 and possess a School Board of Clay County fingerprinting clearance card prior to entry upon School Board of Clay County property. All costs associated with obtaining fingerprinting and background check shall be at no expense to the School Board of Clay County. To obtain information on when and how to obtain fingerprinting log on to the School Board of Clay County website at oneclay.net/purchasing click on "Jessica Lunsford Act Information" or contact the Human Resources Division at (904) 336-6716.

GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department in writing at once indicating in their submittal the specific regulation that required an alteration. Clay County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to Clay County.

GENERAL CONDITIONS

BIDDER'S EMPLOYEE RESPONSIBILITY

All employees and/or sub-contractors of the Contractor shall be considered to be at all times the sole employees and responsibility of Contractor under their sole direction and not an employee or agent of Clay County. The contractor shall supply competent employees/sub-contractors and Clay County may require the Contractor to remove an employee/sub-contractor it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Clay County property is not in the best interest of Clay County. Contractors and all their employees and/or sub-contractors shall be in accordance with Jessica Lunsford Act (School Board of Clay County) and E-Verify. Each employee/sub-contractor of contractor shall have and wear proper identification while on Clay County property and are required to sign in/out at main office or other designated place upon arrival and when leaving job site, if applicable. Radios/other audio items are not to be used and Smoking is prohibited on Clay County property.

PATENTS AND ROYALTIES

The Awardee, without exception, shall indemnify and save harmless Clay County and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Clay County. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

ASSIGNMENT

Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from Clay County. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from Clay County. The successful vendors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company, or corporation without prior written consent of Clay County. The successful vendors have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful vendor obligations cannot be delegated.

PURCHASE AGREEMENT

This bid, all addenda, and the corresponding Purchase Orders shall constitute the complete agreement. Clay County shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any Clay County employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on Clay County.

FISCAL NON-APPROPRIATIONS CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing department shall notify the vendor of such an occurrence and the bid and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to Clay County.

GENERAL CONDITIONS

EXTENSION

Clay County reserves the option to renew this contract, or any portion thereof, for additional contract periods. Extension of the contract period shall be by mutual agreement in writing.

In addition to any extension options contained herein, Clay County is granted the right to extend any award resulting from this bid for the period of time necessary for Clay County to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of Clay County's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

INDEMNIFICATION

Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of Clay County's liability beyond that which is set forth in 768.28 Florida Statute, or to otherwise waive Clay County's sovereign immunity, or to require Clay County to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of Clay County, its Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify Clay County, indemnify, defend and hold harmless Clay County, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against Clay County, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees.

This indemnification clause shall not be construed to require any indemnitor to indemnify the Clay County, for any negligence on the part of Clay County, its agents or employees. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar. This indemnification/hold harmless provision shall survive the termination of any contract with Clay County.

PROHIBIT ACQUISITION OF UNNECESSARY OR DUPLICATIVE ITEMS

(2CFR 200.318 (d)/7 CFR 3016.36(b): Grantee and subgrantee procedures shall provide for review of proposed procurement to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

ANTI-DISCRIMINATION

The Bidder certifies that Bidder is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.

GENERAL CONDITIONS

DISCRIMINATION

Pursuant to Florida Statute 287.134, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

FORCE MAJEURE

Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party:

- (i) gives the other party prompt notice of such cause; and
- (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

PUBLIC ENTITY CRIMES

Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS

Clay County is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of Clay County's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):

- a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
- b) Vendors/Consultants that Clay County reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.07(5)(a)2 and 6]

GENERAL CONDITIONS

CONFIDENTIAL RECORDS

Requirement applies for the School Board of Clay County only. Notwithstanding any provision to the contrary within this Contract, any party contracting with Clay County under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless Clay County and its officers and employees for any violation of this section, including, without limitation, defending Clay County and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon Clay County, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon Clay County arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awardee agrees that it may create, receive from or on behalf of Clay County, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall:

- (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Clay County in writing;
- (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and
- (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of Clay County, Awardee agrees to provide Clay County with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for Clay County to terminate any Agreement with Awardee.

PUBLIC RECORDS

Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of duties under this Agreement. Accordingly, in addition to all other Public Records obligations, Contractor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to Clay County, upon its request and free of charge, a copy of each record which Contractor seeks to produce in response to a public records request.
- c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its obligations under the Agreement, transfer to Clay County, at no cost, all Agreement Data in Contractor's possession or otherwise keep and maintain such data/records as required by law.

GENERAL CONDITIONS

All records transmitted to Clay County must be provided in a format that is compatible with Clay County's information technology systems. Contractor's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by Clay County without penalty.

Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

RECORDS ACCESS

(34 CFR 80.36 (i)(10)): All vendors, contracts and subcontractors shall give access to Clay County, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

E-VERIFY

The Contractor named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Contract, the Contractor certifies that it, and any subcontractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with section 895.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The Contractor must maintain a copy of such affidavit for the duration of the Contract. This section serves as notice to the Contractor that, pursuant to the terms of section 448.095(2)(c)1 and 2, Florida Statutes, Clay County shall terminate this Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If Clay County has a good faith belief that the subcontractor, without the knowledge of the Contractor, has knowingly violated section 448.09(1) or 448.095(2), F.S., Clay County shall notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

If Clay County terminates a contract with a Contractor pursuant to sec. 448.095(2)(c), F.S., the Contractor will not be awarded a public contract for at least one year after the date of such termination.

COMPLIANCE WITH FEDERAL REGULATIONS

All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.

GENERAL CONDITIONS**RECORDS RETENTION**

(2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

(2 CFR §200.322) Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Pursuant to Florida Statute 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or for \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to 215.473 or is engaged in business operations in Cuba or Syria.

The company/vendor certifies by submission and signature of this bid that: it is not on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; the Scrutinized Companies that Boycott Israel list, engaged in a boycott of Israel or that it is not engaged in business operations in Cuba or Syria. Any contract for goods or services of any amount may be terminated at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

A contract for goods and services of \$1 million or more may be terminated at the option of the awarding body if the company is found to have submitted false certification, has been placed on any of the other lists in this section or has been engaged in business operations in Cuba or Syria.

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GENERAL CONDITIONS**FEDERAL RULES**

Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by Clay County using Federal Funds shall contain the procurement provisions of Appendix II to Part 200, as applicable. The following rules apply:

RULE (A) CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(42 U.S.C. 7401-7671q.) and (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (A) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (A) during the term of an award resulting from this procurement process.

RULE (B) ENERGY POLICY AND CONSERVATION ACT

(2 CFR §910.120, 10 CFR §600.236) Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (B) above, when federal funds are expended by Clay County, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (B) during the term of an award resulting from this procurement process.

RULE (C) EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when Clay County expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

RULE (D) DAVIS-BACON ACT

(40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

GENERAL CONDITIONS

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Clay County expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

RULE (E) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Clay County, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

RULE (F) CONTRACT BREACH

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (F) above, when Clay County expends federal funds, Clay County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

GENERAL CONDITIONS**RULE (G) TERMINATION**

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (G) above, for all contracts involving Federal funds in excess of \$10,000, Clay County reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

RULE (H) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

RULE (I) DEBARMENT AND SUSPENSION

(Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by Clay County, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

RULE (J) BYRD ANTI-LOBBYING AMENDMENT

(31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

GENERAL CONDITIONS

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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SPECIAL CONDITIONS

THIS CONTRACT PERIOD SHALL BE FROM DECEMBER 1, 2022 THROUGH NOVEMBER 30, 2025 WITH THE OPTION TO RENEW BY MUTUAL AGREEMENT BETWEEN CLAY COUNTY AND THE SUCCESSFUL VENDOR FOR AN ADDITIONAL THREE (3) YEAR CONTRACT.

1. It is the intention of Clay County to purchase the item (s) as specified herein from a source(s) of supply that shall give prompt and convenient shipment and service. Any failure of the supplier to comply with these conditions shall be cause for terminating any contract resulting from this bid solicitation. Termination shall be effective immediately upon notice by Clay County.
2. For purposes of bid evaluation, bidders must indicate any and all variances to the specifications, terms and conditions as stated in this document no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.
3. Bidders must be adequately equipped, supplied and staffed to promptly and efficiently furnish, deliver and dispense all products upon which proposals are submitted. Clay County reserves the right to require affidavits of analysis on fuels delivered by the Contractor showing that said items meet specifications at any time during the Contract period.
4. Clay County reserves the right, before awarding the Contract, to require a bidder to submit such evidence of these qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a bidder, including past performance (experience) with Clay County, in making the award in the best interest of Clay County.
5. Competency of Bidders: Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid, have a record of performance for reasonable period of time; have sufficient financial support equipment and organization to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined in discretion by the proper authorities of Clay County.
6. All trucks making deliveries must be metered and equipped with Sealed State approved compartment markers.
7. In the event of any price disturbance for Motor Fuels in the Clay County area, Clay County shall receive the benefit of seller's lowest net consumer transport prices in effect on date of delivery in the event such price is lower than prices established under a contract resulting hereunder, and Clay County shall be notified in writing immediately upon change in product prices by the supplying Contractor.
8. In the event of imposed Federal or State Petroleum Product Allocation Regulations or any similar petroleum product limiting legislation, the Contractor shall provide full support to the Clay County Purchasing Departments in application for maximum allowable allocation levels of gasoline and diesel fuels, as may be applicable to end users qualifying under the classifications or providers to the public, Emergency and Sanitation Services.

SPECIAL CONDITIONS

9. The successful bidder (s) shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract, or of any or all of their or its rights, title or interest herein, or their or its power to execute such Contract to any person, company or corporation without prior written consent of Clay County. The successful bidder has the sole and exclusive responsibility for furnishing and delivering petroleum products in accordance with this contract. The successful bidders obligations are NOT transferable.
10. No proposal shall be awarded to any person or firm which is in arrears to Clay County upon any debt or Contract or which is a defaulter as surety or otherwise upon any obligations to Clay County or who has failed to perform faithfully any previous Contract with Clay County.
11. All pricing to remain firm. Consideration of price increases shall be done when such escalations are justified, reasonable and acceptable to Clay County, and are accompanied by documentation supporting all claims and annual renewal trends. Any price increases must be documented and approved by Clay County only when a written request is received a minimum of forty-five (45) days prior to the requested date the new pricing is to take effect. It is also expected that de-escalation of prices will be extended to Clay County if the market so reflects. Clay County reserves the right to not renew any contract regardless of price considerations.
12. Contractor Liability: The Contractor shall indemnify for all injuries to any and all persons (including death) or damage to property including but not limited to property of Clay County occurring on account of or in connection with the furnishing and delivering of the Petroleum Products hereunder, and shall indemnify and hold harmless Clay County from any and all loss and liability upon any and all claims for damages on account of such injuries to persons (including death) or damage to property or on account of any neglect, fault or default of the Contractor, their subcontractors, or their respective agents, servants or employees and from all costs and expenses including attorney's fees in suits which may be brought against Clay County on account of any such injuries to persons, (including death) or damage to property or on account of any such neglect, fault or default as aforesaid; it being distinctly understood, stipulated and agreed that the Contractor shall be solely responsible and liable for and shall fully protect and indemnify Clay County against any and all claims for injuries to persons (including death) or damage to property occasioned by or resulting from methods of processes in the furnishing and delivering of the Petroleum Products. If compensation is paid to the Contractor for any such injury to person or damage to property resulting from judgment or award in any action or proceeding, the Contractor shall upon demand promptly reimburse Clay County for any payments made by it on account thereof. The Contractor shall also indemnify Clay County from any liability as to pollution in the furnishing or delivering of petroleum products.
13. Contractor and Subcontractor Insurance:
- GENERAL LIABILITY AND UMBRELLA: The Contractor shall maintain General Liability Insurance – General Aggregate \$2,000,000.00, Fire Damage (per occurrence)
- \$1,000,000.00, Personal Injury \$1,000,000.00, Products \$2,000,000.00, Umbrella (Per occurrence) \$5,000,000.00, Aggregate \$5,000,000.00.

SPECIAL CONDITIONS

WORKERS COMPENSATION INSURANCE: The Contractor shall take out and maintain during the life of this Contract, Workers' Compensation Insurance for all of their employees employed at the site of the project. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate insurance satisfactory to the Owner, for the protection of their employees not otherwise protected. The Contractor is responsible for assuring that valid Workers' Compensation

Insurance as required by Chapter 440, Florida Statutes is maintained on all employees and subcontractors.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to Clay County.

Insurance certificate(s) reflecting the required coverage shall be submitted to Clay County (Attn: PURCHASING DEPARTMENT) prior to any work being performed under this Contract. These insurance certificate(s) shall be submitted directly from the successful vendor's Insurance Agent and shall reflect a thirty (30) day notice of cancellation or change in coverage. Clay County shall be named as a Certificate Holder and all appropriate certificates shall name Clay County as additionally insured. ***No payments shall be made to vendors that have not filed proof of the required insurance coverage with Clay County Purchasing Department.***

14. Spillage Protection: Prior to commencement of work the successful Vendor shall submit evidence that Clay County shall be protected against any accidental spillage that might occur during the transfer of fuels from trucks to storage tanks. This evidence shall be in the following form:

- *1. Clean-up Plan
or
- 2. Third Party Liability Insurance coverage for spillage/pollution.

*If a clean up plan is submitted it shall include at a minimum:

- a. Emergency Contact Personnel
- b. Detailed description of Method of Clean-up

15. Sub-Contracts:

A. Nothing contained in these specifications/conditions shall be construed as creating any contractual relationship between any sub-contractor and Clay County.

B. The Contractor shall be as fully responsible to Clay County for the acts and omissions of any sub-contractors and of persons employed by the sub-contractor as they are for the acts and omissions of person directly employed by him.

SPECIAL CONDITIONS

16. Default:

A. In the event of delivery of Petroleum Product of a quality not complying with the specifications or failure to comply with delivery requirements, Clay County may purchase its Petroleum Product requirements hereunder in the open market or as Clay County may otherwise elect for a period which, in the opinion of Clay County may be necessary, and charge the Contractor with any additional cost and expense as hereinafter provided, or Clay County may declare the Contractor in default and terminate the Contract because of the Contractor's breach of Contract.

B. Clay County shall be the sole judge of the necessity to purchase the Petroleum Product in the open market or otherwise and the amount thereof, in case in delay in delivery or defection from quality specifications.

C. Default of Contract: Clay County may by written notice to the Contractor terminate this Contract if the Contractor has been found to have failed to perform their obligation under this Contract in a manner satisfactory to the County as per specifications. The date of termination shall be stated in the notice. Clay County shall be sole judge of non-performance.

D. Time is of the essence in this Contract. It is agreed that if the Contractor is to be delayed in making deliveries in excess of forty-eight (48) hours, due to cause beyond their control, they shall immediately notify Clay County by telephone, providing specific reasons for non-delivery and date deliveries shall be resumed. Written confirmation of such delay shall be immediately furnished to each of the following:

Clay County School Board
Purchasing Department
800 Center Street
Green Cove Springs, FL 32043

Clay County Board of County Commissioners
Purchasing Department
P. O. Box 988 (mailing)
Green Cove Springs, FL 32043

City of Green Cove Springs
Purchasing Department
321 Walnut Street
Green Cove Springs, FL 32043

Town of Orange Park
Public Works Department
700 Ash Street
Orange Park, FL 32073

Should any such delay in the opinion of Clay County necessitate the purchase elsewhere of Petroleum Products, Clay County shall have the right to make such purchase without liability to the Contractor and without liability on the part of Clay County. If purchases are so made, the total amount of Petroleum Products to be furnished by the Contractor hereunder may be reduced to the extent of the purchases so made.

17. Damages:

A. Failure of the Contractor to comply with this Contract shall give Clay County the right to cancel this Contract, but waiver of this right, in any instance, shall not prevent the subsequent exercise of this right by Clay County or prejudice its claim for damages resulting from such default or breach of Contract.

B. All petroleum products shall be carefully loaded and protected during transportation and delivery. Any Petroleum products which before their final acceptance, are found to be unsatisfactory shall be removed and be replaced by satisfactory petroleum products by and at the expense of the Contractor.

SPECIAL CONDITIONS

18. Bid proposals are solicited on the following basis:

A. Bidders Cost: This figure shall be determined by using the average unit cost at the Jacksonville, Florida terminal, as published weekly in the Oil Price Information Service (OPIS). Price adjustments shall be made each Monday.

B. Fixed Fee Per Gallon: This is the fixed amount to be added to the vendor's cost for each gallon of fuel delivered to Clay County. This figure shall remain FIRM for the period of the Contract. The fixed fee shall include any delivery cost from the bidder's terminal to the delivery location plus other administrative or handling charges, inspection fees, profit, etc. The fixed fee shall be added to the bidders actual cost to arrive at the total price per gallon of fuel delivered to the locations designated in paragraph 19 on page 25. DO NOT INCLUDE TAXES IN THE FIXED FEE.

C. Invoice furnished Clay County must show as separate line items:

- 1) Bidders cost (OPIS)
- 2) Fixed fee per gallon
- 3) Tax

19. Delivery points and storage capacities may be changed at the option of Clay County during the Contract period. Deliveries shall be delivered into tanks on an as-and-when required basis. Current delivery points:

Locations	Fuel Type	Tank Capacity/ Tank Type	Monitoring System
A. Clay County School Board			
1) School Bus Garage 800 Center Street Green Cove Springs, FL	Diesel Unleaded	10,000 / Underground 10,000 / Underground	Veedor Root Veedor Root
2) Middleburg Pump Annex 3802 State Rd. 220 Middleburg, FL	Diesel Unleaded Diesel	10,000 / Underground 10,000 / Underground 10,000 / Underground	Veedor Root Veedor Root Veedor Root
3) Keystone Annex 6800 C.R. 315C Keystone Heights, FL	Diesel	4,000 / Aboveground	Manual Gauge
B. Clay County BOCC			
1) Clay County Public Works Dept 5 Esplanade Avenue Green Cove Springs, FL	Diesel Unleaded	15,000 / Aboveground 15,000 / Aboveground	Veedor Root Veedor Root
2) Fire Station #14 4003 Everette Avenue Middleburg, FL	Diesel Unleaded	12,000 / Underground 12,000 / Aboveground	Veedor Root Veedor Root
3) EOC 2519 SR 16 West Green Cove Springs, FL	Diesel	4,000 / Aboveground	Veedor Root

SPECIAL CONDITIONS

Locations	Fuel Type	Tank Capacity/ Tank Type	Monitoring System
C. City of Green Cove Springs			
900 West Gum Street Green Cove Springs, FL	Diesel Unleaded	2,000 / Aboveground 6,000 / Aboveground	None
C. Town of Orange Park			
700 Ash Street Orange Park, FL	Diesel Unleaded	12,000 / Aboveground 12,000 / Aboveground	Veedor Root

**See page 31 for Boiler, Generators and Ground Maintenance locations.

20. Schedule of Delivery: It shall be the responsibility of the successful bidder to maintain an adequate supply of Gasoline and Diesel Fuel at all sites at all times. It is, of course, expected that the vendor shall use a delivery schedule that results in the most economical situation for all involved. No deliveries shall be accepted during any period (time) which shall cause interruption of service or operations of Clay County. Clay County shall make available to the Contractor ease of access to fueling facilities. Scheduling shall be such that Transport deliveries vs Tankwagon deliveries shall be made as often as possible.

ALL DELIVERIES OF 8,000 GALLONS GASOLINE (OR MORE) OR 7000 GALLONS DIESEL (OR MORE) SHALL BE ADJUSTED TO 60 DEGREES FAHRENHEIT.

TANKS ARE NOT TO BE FILLED MORE THAN 6" FROM TOP TO AVOID OVERFLOW CAUSED BY EXPANSION.

21. Testing for Adherence to Specifications: The State Department of Agriculture shall be requested to make a test of the products should there be any question to the quality furnished under this contract. Should it be determined that any products purchased does not meet specifications, terms or conditions, such gasoline or diesel fuel must be picked up immediately by seller (as directed by Clay County) and full credit given. In addition, vendor shall be liable for any fees or charges incurred for testing if product fails.

Bids shall be submitted on the enclosed BID TENDER FORM. Bidders may use an attachment as an addendum to the Bid Form if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a bid. Any such modifications or alterations that a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents. Any modifications or alterations may or may not be accepted by Clay County in whole or in part. Prior to submitting a bid, it is the sole responsibility of bidder to ensure that all addenda releases are received, and that all bid and addenda requirements have been completed and that all required submittals have been included.

Sealed bids shall be received by the School Board of Clay County Purchasing Department, until 2:00 P.M., September 14, 2022. The public opening shall acknowledge receipt of the bids but details concerning pricing or the offering may or may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bids by fax, telegram, e-mail or telephone are not acceptable. All bids submittals should be clearly marked on the outside of the envelope/package with the bid name, bid number, opening date and time.

BID TENDER FORM

All items shall be free from water, foreign matter, and shall meet or exceed State of Florida Specifications for type of fuel.

Item 1: Unleaded Gasoline E10 9.0 RVP

- R= Research Octane and M= Motor Octane
- Minimum Octane rating: R + M2 = 87
- 7.8 RVP may only be purchased when 9.0 RVP is unavailable
- Shall be volatile hydrocarbon fuel, free from water and suspended matter, and suitable for use as fuel in internal combustion engines

Item 2: Diesel Fuel #2 Legal for Motor Vehicle Use on Road Undyed 15 ppm

- Shall be suitable for use in motor vehicles with diesel engines

Item 3: Diesel Fuel Off-Road Dyed for Boiler, Generators and Ground Maintenance

- Shall be suitable for use in generators, boilers and ground maintenance equipment

Quantities may increase or decrease in accordance with actual requirements. Quantities listed below are estimates for bid purposes only. Estimates below are for 12-month fuel requirements.

	ITEM 1 UNLEADED	ITEM 2 DIESEL #2	ITEM 3 DIESEL DYED
School Board of Clay County	100,000	450,000	40,500
Clay County Board of County Commissioners	500,000	375,000	0
City of Green Cove Springs	20,000	13,000	1,200
Town of Orange Park	80,000	22,000	4,300
ESTIMATED TOTALS	700,000	860,000	46,000

(INTENTIONALLY LEFT BLANK)

BID TENDER FORM

Low bid shall be calculated as follows:

Tankwagon Bid Price = Total Cost per Gallon minus Fixed Fee and Bidders Cost

Transport Bid Price = Total Cost per Gallon minus Fixed Fee and Bidders Cost

Five percent (5%) of the total gallons for each Item shall be calculated as Tankwagon bid price listed and ninety-five percent (95%) of the total gallons for each item shall be calculated at the Transport Bid Price listed. The sum of these figures shall be used to determine low bid. The cost, if any, listed for the metered ticket shall be reviewed for reasonableness - should a bid list an unreasonable cost for the metered ticket, the bid could be disqualified. Tankwagon is approximately 3000-4000 gallons and Transport is approximately 7200-7500 gallons.

For comparison purposes, the price listed for bidders cost shall be the Oil Price Information Service (OPIS) prices as of **July 7, 2022 Jacksonville, Florida Rack Average 9.0 RVP.**

- Item 1: Bidders Cost shall be located under OPIS Gross Ethanol (10%) Rack Average
- Item 2: Bidders Cost shall be located under OPIS Gross Ultra Low Sulfur Distillate Rack Average
- Item 3: Bidders Cost shall be located under OPIS Gross Ultra Low Sulfur Red Dye Distillate Rack Average

<u>ITEM</u>	<u>EST. QTY</u>	<u>*BIDDERS COST PER GALLON</u>	<u>FIXED FEE TANKWAGON/TRANSPORT</u>	<u>=</u>	<u>TOTAL COST PER GAL. TANKWAGON/TRANS.</u>
1.	700,000	325.06	+0.0591 / +.0079	=	3.3097 / 3.2585
2.	860,000	386.51	+0.0691 / +.0178	=	3.9342 / 3.8829
3.	46,000	388.59	+0.2164 / -.064	=	4.1023 / 3.8219

4. Additional cost (if any) for metered tickets, if required: 0

**Bidders Cost" is pulled from OPIS Prices as of July 7, 2022.

BID TENDER FORM

Low Bid Calculation:

Item 1: Unleaded Gasoline E10 9.0 RVP

35,000 Gallons X Total Cost per Gallon Tankwagon Bid Price = \$ 115,839.50

665,000 Gallons X Total Cost per Gallon Transport Bid Price = \$ 2,166,902.50

Item 2: Diesel Fuel #2 Legal for Motor Vehicle Use on Road Undyed 15 ppm

43,000 Gallons X Total Cost per Gallon Tankwagon Bid Price = \$ 169,170.60

817,000 Gallons X Total Cost per Gallon Transport Bid Price = \$ 3,172,329.30

Item 3: Diesel Fuel Off-Road Dyed for Boiler, Generators and Ground Maintenance

2,300 Gallons X Total Cost per Gallon Tankwagon Bid Price = \$ 9,435.29

43,700 Gallons X Total Cost per Gallon Transport Bid Price = \$ 167,017.03

TOTAL OF ITEMS 1, 2, AND 3 \$ 5,800,694.22

NOTE: ALL BID SHEETS, PAGES 1-39 MUST BE EXECUTED AND SUBMITTED IN A SEALED ENVELOPE. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN IN ADDITION TO THE ADDRESS, THE DATE AND TIME OF THE BID OPENING. ALL BIDS ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same equipment, furniture or supplies, and in all respects is fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor.

Gate Fuel Service, Inc 09/01/22
VENDOR NAME DATE

 President
AUTHORIZED SIGNATURE OF BIDDER TITLE

ATTACHMENT 1
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: Gate Fuel Service, Inc

Street address: 9540 San Jose Blvd

City, State, Zip: Jacksonville, FL 32257

Cerified By: W. Michael Love
(type or print)

Title: President

Signature/Date: 

ATTACHMENT 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Bidder: Gate Fuel Service, Inc.

W. Michael Love

Printed Name

Signature: 

President

Title of Authorized Representative

Date: 09/01/22

ATTACHMENT 4
DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Florida Stat. as follows:

Preference to businesses with drug-free workplace programs - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Gate Fuel Service, Inc

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

W. Michael Love
(Printed Name)


(Signature)

President
(Title)

09/01/22
(Date)

ATTACHMENT 5
NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

My name is (INSERT NAME W. Michael Love). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY Gate Fuel Service, Inc) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY Gate Fuel Service, Inc) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Gate Fuel Service, Inc

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

W. Michael Love
(Printed Name)


(Signature)

President
(Title)

09/01/22
(Date)

ATTACHMENT 6
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee
NA	NA	NA
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBCC.

I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBCC have been identified above.

W. M. De
Signature

Gate Fuel Service, Inc
Company Name

ATTACHMENT 7
BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each Bidder)

Name of bidder: Gate Fuel Service, Inc

Identify the state in which the bidder has their principal place of business: Florida

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business:
NA

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for any Out-of-State Bidder)

NOTICE: Section 287.084.(2), Fla. Stat., provides that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of any attorney at law licensed to practice law in that foreign state, as to the preferences, if any or non, granted by the law of the state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contract." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any public contracts to business entities whose principal places of business are in that state. [Please describe applicable preference(s) and identify applicable state law(s)]

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in the political subdivision.

_____ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in the political subdivision. [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state bidder's attorney: _____

Printed name of out-of-state bidder's attorney: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (____) _____ - _____

E-mail address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____



**CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT**

800 Center Street, Green Cove Springs, FL 32043
P (904) 336-6736 W oneclay.net

SUPERINTENDENT OF SCHOOLS
David S. Broskie

Item #22.

BOARD MEMBERS:

Janice Kerekes, District 1
Mary Bolla, District 2
Beth Clark, District 3
Tina Bullock, District 4
Ashley Gihousen, District 5

ADDENDUM 2 POSTED AT 11:00 A.M., ON AUGUST 31, 2022

ADDENDUM 2 FOR ITB #22-BA-128
UNLEADED GASOLINE, #2 UNDYED DIESEL AND DYED DIESEL FUEL

NOTE: Vendor Questions and District Responses are hereby incorporated into the Bid.

Question 1:

Will a metered bill of lading be acceptable in place of the metered truck requirement? If a BOL is not acceptable, can you provide proof of a metered ticket as requested?

Answer:

Please see Addendum 1, Questions 3 and 8.

Question 2:

Are vendors required to remotely monitor tank levels regularly?

Answer:

Please see Addendum 1, Question 2.

Question 3:

- Of the 2,300 gallons listed as tank wagon delivery for off-road dyed diesel, which of these sites are to be included in this total?
- Of the 43,700 gallons listed as tank wagon delivery for off-road dyed diesel, which of these sites are to be included in this total?

Answer:

The low bid calculation on page 30 should reflect the tankwagon/transport prices from page 29, and is used solely for the purpose of awarding the bid.

Question 4:

Of the sites provided that are indicated as boilers, generators, and ground maintenance, which of these are to have tank wagon deliveries to them?

Answer:

Delivery to these sites is to be determined based on the number of gallons being delivered, with a minimum of 200 gallons for those tanks that have a capacity of more than 250 gallons, as stated on page 31.



**CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT**

800 Center Street, Green Cove Springs, FL 32043
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SUPERINTENDENT OF SCHOOLS
David S. Broskie

BOARD MEMBERS:
Janice Kerekes, District 1
Mary Bolla, District 2
Beth Clark, District 3
Tina Bullock, District 4
Ashley Gihousen, District 5

Question 5:

Which of the volumes included does the ground maintenance gas fit under?

Answer:

Please see bid document page 28.

REMINDER: Bids are DUE at 2:00 P.M., on September 14, 2022.

Except as noted above, all other Conditions and Specifications remain unchanged. Include, as part of your bid submittal an executed copy of this Addendum.

Sign and return this ADDENDUM 2 with your submittal

VENDOR NAME: Gate Fuel Service, Inc. _____
(Print)

SIGNATURE: W. Michael Love _____

NAME & TITLE: W. Michael Love, President _____
(Print)



CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT

800 Center Street, Green Cove Springs, FL 32043
P (904) 336-6736 W oneclay.net

SUPERINTENDENT OF SCHOOLS
David S. Broskie

Item #22.

BOARD MEMBERS:

Janice Kerekes, District 1
Mary Bolla, District 2
Beth Clark, District 3
Tina Bullock, District 4
Ashley Gihousen, District 5

ADDENDUM 1 POSTED AT 10:00 A.M., ON AUGUST 17, 2022

ADDENDUM 1 FOR ITB #22-BA-128
UNLEADED GASOLINE, #2 UNDYED DIESEL AND DYED DIESEL FUEL

NOTE: Vendor Questions and District Responses are hereby incorporated into the Bid.

Question 1:

Please clarify if seals are required for both tankwagon and transport trucks. Sealed compartments are not typical.

Answer:

Seals will not be required.

Question 2:

- Please clarify method of order and delivery for transport and tankwagon facilities. Is this a call and demand contract or strictly inventory managed by vendor?
- Are there split drop deliveries between products and/or between tanks/sites? How frequently does your current provider make deliveries to the various locations to maintain adequate supply levels?

Answer:

Entity will call when needing a delivery (call and demand contract).

Question 3:

Bid Tender Form: "the cost, if any, listed for the metered ticket shall be reviewed for reasonableness – should a bid list an unreasonable cost for the metered ticket, the bid could be disqualified." Please clarify that "metered ticket" is the tankwagon delivery made with metered trucks and no other meaning for metered is implied.

Answer:

No other meaning is implied.

Question 4:

Please identify if Clay County wants both a tankwagon AND a transport fixed fee and total cost for items 1,2,3.

Answer:

Bid Tender Form is requesting a tankwagon / transport fixed fee and total cost for items 1 through 3.

Question 5:

There are a large number of generators listed. Are these used on a regular basis, tested or require topping off on any specific schedule?

Answer:

Generators are tested on a regular basis, but there is no specific schedule for topping off.



CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT

800 Center Street, Green Cove Springs, FL 32043
P (904) 336-6736 W oneclay.net

SUPERINTENDENT OF SCHOOLS
David S. Broskie

Item #22.

BOARD MEMBERS:

Janice Kerekes, District 1
Mary Bolla, District 2
Beth Clark, District 3
Tina Bullock, District 4
Ashley Gihousen, District 5

Question 6:

- Is this bid an all or none bid or may a vendor only bid on transport and the larger tankwagon sized deliveries?
- Is it the intent of the County to award a single vendor?

Answer:

Please refer to page 5 "General Conditions" under the heading "Awards."

Question 7:

- Please provide the bid tab from the last event that this contract was awarded.
- Please provide the tabulations for the current contract.
- May I please get a bid tabulation from the last award of this contract?
- Will you provide the last bid tabulation?
- Please provide all bid submission and contract documents from the last awarded bidder.

Answer:

All documents pertaining to the currently awarded contract for fuels can be found on the SBCC website under "Awarded Bids and RFP's": <https://ba.myoneclay.net/purchasing>

Question 8:

- Please provide the following invoice samples from the previous 90 days: transport diesel, transport gasoline, tankwagon diesel, transport diesel.
- May I please get a copy of the most recent fuel invoice and supporting Bill of Lading for each location?
- Please provide a current invoice.
- Please provide bill of ladings for all fuel grades on this solicitation.

Answer:

As each entity (School Board of Clay County, Clay County Board of County Commissioners, City of Green Cove Springs, and Town of Orange Park) each have their own departments to handle billing and payments, and their own policies for obtaining public records, a public records request will have to be submitted to each entity for this request.

Question 9:

Please provide tax exemptions/ certificates.

Answer:

See attached.

Question 10:

- Can you please provide the start date for deliveries?
- When does the city plan to award the contract?

Answer:

December 1, 2022.



CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT

800 Center Street, Green Cove Springs, FL 32043
 P (904) 336-6736 W oneclay.net

SUPERINTENDENT OF SCHOOLS
 David S. Broskie

BOARD MEMBERS:

Janice Kerekes, District 1
 Mary Bolla, District 2
 Beth Clark, District 3
 Tina Bullock, District 4
 Ashley Gihousen, District 5

Question 11:

- Who is the current incumbent for the contract?
- Who is your current vendor?

Answer:

Gate Petroleum

Question 12:

Will bids be considered responsive if electronic signatures are used (i.e. DocuSign) or are wet signatures required for bids to be considered responsive?

Answer:

Both means of signatures are acceptable. However Bid submissions MUST be either mailed or hand delivered to the School Board of Clay County purchasing offices no later than the bid due date and time. SBCC does not currently accept electronic submissions.

Question 13:

Please describe the process for submitting invoices.

Answer:

Vendor provides invoice to end user departments to verify delivery, and end user departments follow their entity's process for invoice payments.

Question 14:

Is the use of common carriers allowed for deliveries.

Answer:

Delivery is at the discretion of the Vendor. All vehicles must be properly equipped and represent awarded Vendor(s). All transportation and delivery costs shall be included in bid pricing.

Question 15:

Are there any reporting requirements? If yes, please describe them.

Answer:

Vendor is responsible for any/all reporting requirements mandated by federal, state and local laws. For the purpose of this bid, a quarterly report for fuel tax refund is done by each entity.

Question 16:

- Can you please confirm there are no bonds (Bid, Payment or Performance) required for this solicitation?
- Are Performance Bonds required for this bid?
- Is there a bid bond amount required for this bid?

Answer:

There are no bond requirements.



**CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT**

800 Center Street, Green Cove Springs, FL 32043
P (904) 336-6736 W oneclay.net

SUPERINTENDENT OF SCHOOLS
David S. Broskie

BOARD MEMBERS:

Janice Kerekes, District 1
Mary Bolla, District 2
Beth Clark, District 3
Tina Bullock, District 4
Ashley Gihousen, District 5

Question 17:

Can you please confirm there are no DBE (MWBE, HUB, etc) goals for this bid?

Answer:

Submission from MWBE, DBE, HUB, etc. vendors is always encouraged and welcome. There are no MWBE related goals set for this bid.

Question 18:

Will the above ground tanks require the delivery truck to provide a pump for offloading?

Answer:

Yes.

Question 19:

Can you please provide a link or phone number for the bid opening?

Answer:

Bid opening will be at SBCC purchasing offices located at 800 Center Street, Green Cove Springs, FL 32043.

Question 20:

We prefer to receive payment via ACH/bank draft. Will the County submit payment only via ACH/bank draft?

Answer:

Each entity has their own policies on bank drafts. Clay County BOCC and SBCC can issue ACH payments. City of Green Cove Springs does not utilize ACH.

Question 21:

- Please provide a breakdown of fuel being delivered to each tank per site and average delivery size.
- Please provide the estimated annual volume for each fuel per site.

Answer:

The bill of lading for each site can be obtained through a public records request for each entity.

Question 22:

What are the payment terms?

Answer:

Please refer to page 4 "General Conditions" under the heading "Invoicing and Payment."



**CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT**

800 Center Street, Green Cove Springs, FL 32043
P (904) 336-6736 W oneclay.net

SUPERINTENDENT OF SCHOOLS
David S. Broskie

BOARD MEMBERS:

- Janice Kerekes, District 1
- Mary Bolla, District 2
- Beth Clark, District 3
- Tina Bullock, District 4
- Ashley Gihousen, District 5

Question 23:

Can we please have a list of bidders invited to submit a proposal?

Answer:

There is no definitive list of bidders as this bid is advertised online.

REMINDER: Bids are DUE at 2:00 P.M., on September 14, 2022.

Except as noted above, all other Conditions and Specifications remain unchanged. Include, as part of your bid submittal an executed copy of this Addendum.

Sign and return this ADDENDUM 1 with your submittal

VENDOR NAME: Gate Fuel Service, Inc
(Print)

SIGNATURE: *W. Michael Love*

NAME & TITLE: W. Michael Love, President
(Print)



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

Item #22.

R. 10/15

85-8013573611C-8	10/31/2017	10/31/2022	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SCHOOL DISTRICT OF CLAY COUNTY
 900 WALNUT ST
 GREEN COVE SPRINGS FL 32043-3129

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



General Tax Administration
Child Support Enforcement
Property Tax Administration
Administrative Services
Information Services

SCHOOL DISTRICT OF CLAY COUNTY

85-8013573611C-8

- | | |
|-------------------------------------|-----------------------------------|
| 1. Adult Education | 23. Middleburg Elementary |
| 2. Argyle Elementary | 24. Middleburg High |
| 3. Bannerman Learning Center | 25. Montclair Elementary |
| 4. Charles E. Bennett Elementary | 26. Oakleaf High |
| 5. Clay High School | 27. Oakleaf Jr. High |
| 6. Clay Hill Elementary | 28. Oakleaf Village Elementary |
| 7. Clay Virtual Academy | 29. Orange Park Elementary |
| 8. Coppergate Elementary | 30. Orange Park High |
| 9. Discovery Oaks Elementary | 31. Orange Park Jr High |
| 10. Doctors Inlet Elementary | 32. R.M Paterson Elementary |
| 11. Fleming Island Elementary | 33. Plantation Oaks Elementary |
| 12. Fleming Island High | 34. Rideout Elementary |
| 13. Florida Youth Challenge Academy | 35. Ridgeview Elementary |
| 14. Green Cove Springs Jr High | 36. Ridgeview High |
| 15. Grove Park Elementary | 37. S. Bryan Jennings Elementary |
| 16. Keystone Heights Elementary | 38. Shadowlawn Elementary |
| 17. Keystone Heights Jr/Sr High | 39. Swimming Pen Creek Elementary |
| 18. Lake Asbury Elementary | 40. Thunderbolt Elementary |
| 19. Lake Asbury Jr High | 41. Tynes Elementary |
| 20. Lakeside Elementary | 42. W.E. Cherry Elementary |
| 21. Lakeside Jr High | 43. Wilkinson Elementary |
| 22. McRae Elementary | 44. Wilkinson Jr. High |



CERTIFICATE OF LIABILITY INSURANCE

DATE: 06/22/2022 Item #22.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102176832-FUE*-GAWU-22-23 Precas	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:		FAX (A/C, No.):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED GATE Fuel Service, Inc. c/o GATE Petroleum Company 9540 San Jose Blvd Jacksonville, FL 32257	INSURER A : ACE American Insurance Company		22687
	INSURER B : ACE Property & Casualty Insurance Company		20699
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** ATL-004585496-26 **REVISION NUMBER:** 17

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		HDO G47298283	06/30/2022	06/30/2023	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			ISA H10689569	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	X		XOO G71548296 004 Umb is follow form of primary subj to policy terms, cond & exclusions	06/30/2022	06/30/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C50668782	06/30/2022	06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Unleaded Gasoline, #2 Undyed Diesel & Dyed Diesel Fuel, Bid #17-BA-122.
 Clay County School Board is included as an Additional Insured with respect to General Liability and Umbrella Liability as required by written contract subject to the policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Clay County School Board
 900 Walnut Street
 Green Cove Springs, FL 32043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

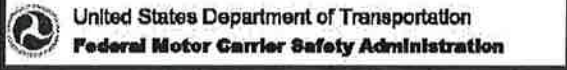
Marsh USA Inc.

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USDOT Number: _____ Date Received: _____

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to Gate Fuel Service, Inc. of FL
(Motor Carrier name) *(Motor Carrier state or province)*

Dated at Wilmington, DE 19803 on this 15th day of JUNE, 20 22.

Amending Policy Number: ISA H10689569 Effective Date: 06/30/2022

Name of Insurance Company: ACE American Insurance Company


JOHN J. LUPICA, President

Countersigned by: _____
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 215 - 640 - 4555.

Cancellation of this endorsement may be effected by the company or the Insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the Insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Fillings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in <u>49 CFR 171.8</u> , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in <u>49 CFR 173.403</u> .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in <u>49 CFR 172.101</u> ; hazardous waste, hazardous materials, and hazardous substances defined in <u>49 CFR 171.8</u> and listed in <u>49 CFR 172.101</u> , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in <u>49 CFR 173.403</u> .	\$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

Gate Fuel Service, Inc.
Attn: Kathy Harris
P.O. Box 23627
Jacksonville, FL 32241

9/14/2022
12:41PM

School Board of Clay County
800 Center Street
Green Cove Springs, FL 32043

ITB No. 22-BA-128

**UNLEADED GASOLINE, #2
UNDYED DIESEL AND
DYED DIESEL FUEL**

**Date Due: Sept 14, 2022
Time Due: 2:00 pm**

RESOLUTION NO. 20-54

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA AWARDED RFP NO. 21-01 MULTI-YEAR CONTRACT FOR ENVIRONMENTAL LABORATORY SERVICES.

WHEREAS, the City advertised RFP No. 21-01 Multi-Year Contract for Environmental Laboratory Services, and received two proposals prior to the October 22, 2020 4:30 p.m. deadline; and

WHEREAS, this contract is to provide laboratory testing for drinking water, wastewater and stormwater as required by regulatory agencies and permits; and

WHEREAS, staff evaluated the proposals and both have excellent past records and qualifications, along with local full service capability; and

WHEREAS, as noted in the RFP, up to three simultaneous multi-year contracts may be awarded for laboratory analysis for water wastewater and stormwater testing; and

WHEREAS, staff recommends awarding contracts to both Advanced Environmental Laboratories, Inc. and Pace Analytical Services; and

WHEREAS, funds totaling \$65,000 are budgeted in Fiscal Year 2021 for laboratory services in the water production account 400-5502-533-3400 and the sewer treatment account 410-5508-535-3400.

NOW THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach, Florida, as follows:

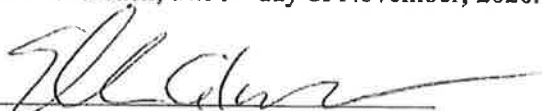
SECTION 1. The City Commission hereby authorizes awarding RFP 21-01 to the following companies: Advanced Environmental Laboratories and Pace Analytical Services.

SECTION 2. The term of each contract shall be in effect for a period of five (5) calendar years. As noted in the RFP, each contract's expiration date will be extended to expire January 31, 2026.

SECTION 3. Notwithstanding the provisions contained in Sections 1 and 2 above, the City's obligations under the contract shall be subject to annual appropriations as may be approved as part of the City's annual budgets in fiscal years 2022, 2023, 2024 and 2025.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.


PASSED AND ADOPTED by the City of Atlantic Beach, this 9th day of November, 2020.


Ellen Glasser, Mayor

Attest:


Donna L. Bartle, City Clerk

Approved as to form and correctness:


Brenna M. Durden, City Attorney

**CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT**

AGENDA ITEM: Multi-Year Contract for Environmental Laboratory Services RFP No. 21-01
SUBMITTED BY: Troy Stephens, Public Utilities Director
DATE: October 28, 2020
MEETING DATE: November 9, 2020

BACKGROUND: This contract is to provide laboratory testing for drinking water, wastewater and stormwater as required by regulatory agencies and permits. (Water and wastewater process control testing and compliance testing that do not require Department of Health laboratory certification are conducted on-site by City staff.)

A request for proposals (RFP) was advertised and two proposals were received prior to the October 22, 2020 4:30 p.m. deadline, from Advanced Environmental Laboratories, Inc. and Pace Analytical Services. Staff reviewed the proposals and ranked the laboratories based on the following criteria:


- Past Record of Professional Services
- Firm's Professional Qualifications and Staffing
- Range of Services
- Staff Availability and Capability to Meet Deadlines
- Reporting
- Financial Responsibility and Insurance
- Proximity
- Cost

Both laboratories have excellent past records and qualifications, along with local full service capability. As noted on the RFP, up to three simultaneous multi-year contracts may be awarded for laboratory analyses for water, wastewater and stormwater testing.

BUDGET: Laboratory services are scheduled on an as-needed basis. Funds totaling \$65,000 are budgeted in FY2021 for laboratory services in the water production account 400-5502-533-3400 and the sewer treatment account 410-5508-535-3400.

RECOMMENDATION: Award two multi-year contracts for Environmental Laboratory Services to both Advanced Environmental Laboratories, Inc. and Pace Analytical Services. The term of each contract shall be in effect for a period of five (5) calendar years, and, as noted in the RFP, this contract's expiration date will be extended to expire January 31, 2026.

ATTACHMENTS: Resolution No. 20-54
Ranking sheet for RFP No. 21-01

REVIEWED BY CITY MANAGER: 

**EVALUATION OF PROPOSALS FOR MULTI-YEAR CONTRACT FOR ENVIRONMENTAL
LABORATORY SERVICES
RFP 21-01**

RFP's reviewed and evaluated by Steve Swann and Troy Stephens on October 27, 2020

Firm	Past Record of Professional Services [4]	Firm's Professional Qualifications and Staffing [5]	Range of Services [3]	Staff Availability and Capability to Meet Deadlines [4]	Reporting [4]	Financial Responsibility and Insurance [2]	Proximity [3]	Cost [2]	Total Score	Rank
Advanced Environmental Laboratories, Inc.	(5.0) (5.0) 20.00	(5.0) (5.0) 25.00	(5.0) (4.0) 13.50	(5.0) (5.0) 20.00	(4.5) (5.0) 19.00	(4.5) (4.0) 8.50	(5.0) (5.0) 25.00	(4.5) (5.0) 9.50	140.50	1st
Pace Analytical Services	(5.0) (5.0) 20.00	(3.5) (5.0) 21.25	(5.0) (5.0) 15.00	(4.0) (4.0) 16.00	(4.5) (4.0) 17.00	(4.5) (5.0) 9.50	(4.5) (4.0) 21.25	(4.0) (4.2) 8.20	128.20	2nd



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Council Meeting **MEETING DATE:** October 3, 2023
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval to enter into quarterly “contracts” (Agreements) with Hawkins, Inc. for purchase of water and wastewater treatment chemicals, to maintain supply until market pricing and availability stabilizes. *Scott Schultz*

BACKGROUND

On 5/2/17 Council approved Bid # 03-17-02 awarding the contract to supply water and wastewater treatment chemicals to Hawkins, Inc. The contract initiated 5/2/2017, with the ability to extend four more years (which the city did), ending on 5/1/2022.

During FY22 preparation to prepare a Request for Proposals to initiate another 5-year contract, vendors were not willing to enter into a contract for longer than one year, and some of the vendors do not intend to quote due to supply chain issues. Availability of Sodium Bisulfite is an industry-wide concern. Without this chemical, we cannot de-chlorinate wastewater and send it to the River. This is a concern for all utilities that discharge to surface waters.

On 8-16-22, Council approved entering into quarterly agreements with Hawkins for water /wastewater treatment chemicals until the market stabilizes.

While there has been some improvement, there is still instability in the chemical market. Hawkins has been the city’s chemical provider for approximately eight years and has been a reliable source and business partner. Hawkins has agreed to continue quarterly agreements where chemical pricing will be adjusted based on market pricing, which could lead to increases or decreases in price. The historical prices for chemicals are listed below.

Sodium Hypochlorite:

- FY 19-21: \$1.21 / gallon
- FY 22: \$1.75 / gallon
- FY23: \$1.99 / gallon

Sodium Bisulfite:

- FY 19-21: \$2.65 / gallon
- FY 22: \$2.99 / gallon
- FY23: \$3.85 / gallon

In short, staff is requesting to continue quarterly agreements with Hawkins for water and wastewater treatment chemicals.

FISCAL IMPACT

Approximately \$160,000.00 to the wastewater fund

Approximately \$50,000.00 to the water fund

RECOMMENDATION

Approve quarterly “contracts” (Agreements) with Hawkins, Inc. for purchase of water and wastewater treatment chemicals, to maintain supply until market pricing and availability stabilizes



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** September 3, 2024

FROM: Greg Bauer

SUBJECT: City Council approval for design services for stormwater upgrades on Walnut Street, North Highland and Vermont Street to Mittauer and Associates, Inc. in the amount of \$35,000.00.
Greg Bauer

BACKGROUND

On the 12/19/23 Regular Session, The City Council passed Resolution No. R-26-2023, authorizing the City to borrow an amount not to exceed \$8,560,000.00 to finance the acquisition and construction of certain improvements to the City's Stormwater utility.

It has come to the City's attention that drainage issues have deteriorated along Walnut Street between North Highland and Vermont Avenue. Poor drainage during rain events have been documented along the southern portions of Walnut Street right of way towards Vermont Avenue. The proposal for design will produce construction drawings and permitting for bidding purposes. This project is listed in the "second tranch" or "second loan" portion of the Stormwater 10-year CIP plan at \$1,000,000 as "Walnut St and Vermont Ave". Having the plans shovel-ready will allow the City to be in a better position to pursue grant dollars to help expedite this project.

FISCAL IMPACT

\$35,000.00 - Stormwater CIP.

RECOMMENDATION

Approve a task order for design services for stormwater upgrades on Walnut Street, North Highland and Vermont Street to Mittauer and Associates, Inc. in the amount of \$35,000.00.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

WORK ORDER NO.: _____

PURCHASE ORDER NO.: _____

PROJECT NAME: Oakridge Avenue Drainage Improvements (M&A Project 8905-66-1)
Amendment No. 1 – Walnut Street Drainage Improvements

CITY: CITY OF GREEN COVE SPRINGS, a political subdivision of the State of Florida

PROJECT MANAGER: Jason R. Shepler, P.E. (Vice President of Environmental Services)

CONSULTANT: Mittauer & Associates, Inc.

CONSULTANT’S ADDRESS: 580-1 Wells Road
Orange Park, Florida 32073

Execution of the Work Order by the CITY shall serve as authorization for the CONSULTANT to provide for the above project, professional services as set out in the Scope of Services attached as “Attachment A”, to that certain Agreement dated 21st day of April, 2021 between the CITY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS (Check all that apply):

- DRAWINGS/PLANS/SPECIFICATIONS
- DETAILED SERVICES AND TASKS FOR PROJECT OR STUDY
- SPECIAL CONDITIONS
- _____

The CONSULTANT shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon receipt of a Purchase Order by the CONSULTANT. The CONSULTANT shall provide the following deliverables at denoted times:

- The services defined within this Task Order are related to the larger Oakridge Avenue Drainage Improvements project. Deliverables and time of completion of tasks will be incorporated into that project scope.

METHOD OF COMPENSATION:

- (a) This Work Order is issued on a:
 - "Lump Sum Basis"
 - "Hourly Rate Basis" with a "Not-to-Exceed" amount
 - "Hourly Rate Basis" with a "Limitation of Funds" amount

- (b) If the compensation is based on a "Lump Sum Basis," then the CONSULTANT shall perform all work required by this Work Order for the sum of Thirty-five Thousand DOLLARS (\$35,000.00). In no event shall the CONSULTANT be paid more than the "Lump Sum Fee" Amount.

- (c) If the compensation is based on an "Hourly Rate Basis" with a "Not-to-Exceed" Amount, then the CONSULTANT shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$ _____). The CONSULTANT'S compensation shall be based on the actual work required by this Work Order.

- (d) If the compensation is based on an "Hourly Rate Basis" with a "Limitation of Funds" Amount, then the CONSULTANT is not authorized to exceed the "Limitation of Funds" amount of _____ DOLLARS (\$ _____) without prior written approval of the CITY. Such approval, if given by the CITY, shall indicate a new "Limitation of Funds" amount. The CONSULTANT shall advise the CITY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the "Limitation of Funds" amount. The CITY shall compensate the CONSULTANT for the actual work performed under this Work Order.

The CITY shall make payment to the CONSULTANT in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the CONSULTANT that this Work Order, until executed by the CITY, does not authorize the performance of any services by the CONSULTANT and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 2024, for the purposes stated herein.

MITTAUER & ASSOCIATES

Witness

By: _____
Joseph A. Mittauer, President

CITY OF GREEN COVE SPRINGS

Witness

By: _____
Steve Kennedy, City Manager

Date: _____

Encl.: ATTACHMENT A – SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
ATTACHMENT A: SCOPE OF SERVICES

WORK ORDER NO.: _____

PURCHASE ORDER NO.: _____

PROJECT NAME: Oakridge Avenue Drainage Improvements
Amendment No. 1 – Walnut Street Drainage Improvements
(M&A Project 8905-66-1)

It has come to the City’s attention that drainage issues exist along Walnut Street between North Highland Avenue and Vermont Avenue. Poor drainage during rain events has been documented along the southern portions of the Walnut Street right of way towards Vermont Avenue. This area abuts the eastern limits of the original project scope and extends approximately one block east. To confirm existing drainage patterns and potential solutions, the area of review with associated surveying will include those limits enclosed as **Figure 1**.

The project’s original scope of work is modified as follows:

ITEM A - ENGINEERING DESIGN SERVICES

Expand the project limits to include the **Figure 1** area. It is anticipated the drainage modifications in this area will be addressed separately from the Oakridge basin improvements due to elevation changes. The improvements will be incorporated into the 30%, 60%, 90%, and Bid milestone submittals.

ITEM B - TOPOGRAPHIC & BOUNDARY SURVEY

A topographic and right-of-way boundary survey will be completed for the limits depicted in **Figure 1**.

ITEM D - ENVIRONMENTAL SCIENCE

The proposed improvements do not anticipate encroachment into wetland areas. Should this condition change, the Engineer will notify the City and coordinate additional services.

ITEM F - PERMITTING

The proposed improvements do not anticipate permitting requirements. Should this condition change, the Engineer will notify the City and coordinate additional services.

CONDITIONS

The following items are excluded from the Engineer’s scope of work:

- Client shall provide copies of all available Client records as may be required for the Engineer to complete these services.
- The Client shall provide all regulatory agency permit application fees and related items required by the agencies, as well as copies of boundary surveys, plat maps, aerial and/or tax maps that may be available to the Client.
- Should land acquisition or easements be required for this project, the Client shall provide all services that may be required such as property appraisals, legal surveys, easements, title searches, zoning changes, attorney fees, recording fees, or value engineering.

EXCLUSIONS

- Environmental or stormwater permitting for Amendment No. 1 area.
- Geotechnical and other subsurface investigations.
- Grant funding applications or Grant Administration.
- Bid Administration and Construction Administration
- Resident (part-time or full-time) observation services.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SCHEDULE OF FEES

The following lump sum fees shall be added to the original contract values:

For Item A - Engineering Design Services	=	\$ 20,000
<u>For Item B - Topographic & Boundary Survey</u>	=	<u>\$ 15,000</u>
TOTAL	=	\$ 35,000

The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should it be required by law.



AMENDMENT No. 1 LIMITS

GREEN COVE SPRINGS JR HIGH SCHOOL SPORTS FIELD

GREEN COVE SPRINGS JR HIGH SCHOOL

CARL PUGH PARK



MITTAUER & ASSOCIATES, INC.
 CONSULTING ENGINEERS

580-1 WELLS ROAD, ORANGE PARK, FLORIDA 32073
 TEL. (904) 278-0030 FAX. (904) 278-0840 FLORIDA RY No. 6569

CITY OF GREEN COVE SPRINGS
 Oakridge Ave Drainage Improvements
 Amendment No. 1 Limits
 Clay County, Florida

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STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** September 3rd, 2024
FROM: Greg Bauer, Assistant Public Works Director
SUBJECT: City Council Approve Pay Application #5 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$967,600.38.

BACKGROUND

This project award incorporates two sections of the 2020 CDBG-NR grant that the City received in 2021. This project will construct the sidewalk portion as well as the stormwater portion of the grant project, with the CDBG grant funding \$600,000 of the work.

The city received two bids on this project. Besch and Smith submitted a bid of \$4,963,773.23 and CGC submitted a bid of \$9,111,431.00. The Besch and Smith bid is approximately \$2,000,000 over budget. Staff met with Besch and Smith and identified \$263,413.53 in value engineering opportunities as well as at least \$334,400.50 in direct purchasing opportunities, which will result in approximately \$23,000 in tax savings by the City purchasing the materials directly.

The recommended award amount of \$4,700,359.70 includes the reduction of \$263,413.53 in value engineering items for the stormwater portion of the project. The direct purchase items will be removed from the contract by change order once awarded to realize the tax savings to be applied to the stormwater portion of the project as well. Staff recommends award of the project to Besch and Smith in the amount of \$4,700,359.70.

FISCAL IMPACT

As presented, the sidewalk portion of the project is \$670,223.49. This item is not specifically included in the FY 2024 approved budget; rather it was not completed in FY 2023. This portion of the contract will be funded by:

- \$267,000 in CDBG grant funds, and
- \$403,223.49 in funds re-allocated from the “Dirt Road Paving Program” line item upon Council approval.
 - As discussed during the budget process this year, the City does not intend to use dirt road funding to pave dirt roads.

The stormwater portion of the project represents the remaining \$4,030,136.21. This portion of the project will be funded by:

- \$1,000,000 of unexpended funds from the FY 2023 CIP budget for this project,
- \$333,000 in CDBG grant funds,
- \$1,176,936 in stormwater loan proceeds intended for this project, and

- \$1,520,200.21 in stormwater loan proceeds intended for the Oakridge and Highland project upon Council approval.

This stormwater funding plan along with the incorporation of the \$8,500,000 loan and additional loan-funded projects will be presented to Council at a future meeting in a formal budget amendment.

Original contract price- \$4,030,136.21

Remaining contract amount- \$2,232,318.48

Please note for record keeping purposes pay application #1 was submitted in April with the amount of \$0.00 requested. The contractor began construction on the sidewalk portion of the project during this time period.

RECOMMENDATION

Approve Pay Application #5 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$967,600.38.

APPLICATION AND CERTIFICATE FOR PAYMENT

Owner: City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

PROJECT: West Street Drainage & Highland Ave Sidewalk
West Street
Green Cove Springs, FL 32043

APPLICATION NO. 5
PERIOD TO: 8/31/2024

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR
 PROGRAM MNGR

CONTRACTOR: Besch and Smith Civil Group, Inc.
345 Cumberland Industrial Ct.
St Augustine, FL 32095
904-260-6393

Project # 2023-14

CONTRACT DATE: 4/11/2024

CONTRACT FOR: SITEWORK

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in	ADDITIONS	DEDUCTIONS
Total	\$0.00	\$0.00
Approved this Month		
Number	Date Approved	
1	6/25/2024	1,461.18
TOTALS		\$0.00
Net change by Change Orders		\$1,461.18

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

CONTRACTOR: Besch and Smith Civil Group, Inc.

By: *Nicole Besch / President* 8/23/2024

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$	4,700,359.70
2. Net Change by Change Orders	\$	1,461.18
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	4,701,820.88
4. TOTAL COMPLETED & STORED TO DATE (Column I on G703)	\$	3,618,002.92
5. RETAINAGE		
a. 5 % of Completed Work	\$	180,900.15
(Column L on G703)		
b. 10 % of Stored Material	\$	0.00
Total Retainage (Line 5a + 5b or (Total in Column L of G703)	\$	180,900.15
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	3,437,102.77
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	2,469,502.39
8. CURRENT PAYMENT DUE	\$	967,600.38
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	1,264,718.11
State of Florida, <i>St Johns</i>		
Subscribed and sworn to before me this date <i>August 23, 2024</i>		
<i>Tammy Manzy-Stewart</i>		
Notary Public <i>Tammy Manzy-Stewart</i> Notary Public, State of Florida		
My Commission Expires: <i>3/14/2026</i> Commission Expires 03/14/2026		
Commission No. <i>JH240430</i>		

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the applied for) \$967,600.38

OWNER:
By: _____ Date: _____

ENGINEER:
By: _____ Date: _____

This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

APPLICATION AND CERTIFICATE FOR PAYMENT

Owner: City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

PROJECT: West Street Drainage
West Street
Green Cove Springs, FL 32043

APPLICATION NO. 5
PERIOD TO: 8/31/2024

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR
 PROGRAM MNGR

CONTRACTOR: Besch and Smith Civil Group, Inc.
345 Cumberland Industrial Ct.
St Augustine, FL 32095
904-260-6393

Project # 2023-14

CONTRACT DATE: 4/11/2024

CONTRACT FOR: SITEWORK

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in			
Total		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders		\$0.00	\$0.00

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$	4,030,136.21
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	4,030,136.21
4. TOTAL COMPLETED & STORED TO DATE (Column I on G703)	\$	3,025,904.91
5. RETAINAGE		
a. 5 % of Completed Work	\$	151,295.25
(Column L on G703)		
b. 10 % of Stored Material	\$	0.00
Total Retainage (Line 5a + 5b or (Total in Column L of G703)	\$	151,295.25
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	2,874,609.66
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	1,907,009.28
8. CURRENT PAYMENT DUE	\$	967,600.38
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	1,155,526.55

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

CONTRACTOR: Besch and Smith Civil Group, Inc.

By: *Nuale Besch / President*
8/23/2024

State of Florida, *St Johns*
Subscribed and sworn to before me this date *August 23, 2024*
Notary Public *Tammy Manzy-Stewart*
Manzy-Manzy-Stewart
Notary Public, State of Florida
Commission Expires: 03/14/2026
Commission No. HH240430
My Commission Expires: *3/14/2026*

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the applied for) \$967,600.38

OWNER:
By: *Charles Sohn, Toci ENGINEERING* Date:
ENGINEER: *Charles Sohn* Date: *8/26/24*
This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 5
 APPLICATION DATE: 8/25/2024
 PERIOD TO: 8/31/2024

PROJECT NAME: West Street Drainage

A ITEM NO.	B DESCRIPTION OF WORK	C	D	E	F	G		H	I
		ORIGINAL SCHEDULED VALUE	FROM PREVIOUS APPLICATION VALUE	THIS PERIOD VALUE	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	GENERAL CONDITIONS- WEST ST DRAINAGE	\$659,888.90	\$ 308,960.22			\$308,960.22	46.82%	\$350,928.68	\$15,448.01
2	SILT FENCE	\$21,776.22		\$ 10,000.00		\$10,000.00	45.92%	\$11,776.22	\$500.00
3	INLET PROTECTION	\$8,745.22		\$ 3,000.00		\$3,000.00	34.30%	\$5,745.22	\$150.00
4	NPDES PERMIT AND MONITORING	\$6,756.62	\$ 1,000.00	\$ 1,500.00		\$2,500.00	37.00%	\$4,256.62	\$125.00
5	CLEARING GRUBBING AND STRIPPING	\$34,895.63	\$ 34,895.63			\$34,895.63	100.00%	\$0.00	\$1,744.78
6	HOLD POWER POLES	\$17,348.02	\$ 17,348.02			\$17,348.02	100.00%	\$0.00	\$867.40
7	SIDEWALK REMOVAL	\$14,221.69	\$ 10,200.00	\$ 4,021.69		\$14,221.69	100.00%	\$0.00	\$711.08
8	CURB REMOVAL	\$21,753.60	\$ 16,000.00	\$ 2,500.00		\$18,500.00	85.04%	\$3,253.60	\$925.00
9	ADJUST/RELOCATE WATER VALVES	\$17,563.32	\$ 8,000.00	\$ 4,000.00		\$12,000.00	68.32%	\$5,563.32	\$600.00
10	REMOVE 6" CONCRETE PAVING	\$2,882.88	\$ 2,882.88			\$2,882.88	100.00%	\$0.00	\$144.14
11	REMOVE EXIST. CL FENCE	\$2,607.60	\$ 2,607.60			\$2,607.60	100.00%	\$0.00	\$130.38
12	8" SEWER MAIN REMOVAL 5.90LB/LF	\$3,644.40		\$ 3,644.40		\$3,644.40	100.00%	\$0.00	\$182.22
13	REMOVE WATERMAIN (8")	\$6,631.20	\$ 6,631.20			\$6,631.20	100.00%	\$0.00	\$331.56
14	REMOVE 18" CMP	\$49,271.82	\$ 5,000.00	\$ 25,000.00		\$30,000.00	60.89%	\$19,271.82	\$1,500.00
15	REMOVE 30" CMP	\$112,403.06	\$ 40,000.00	\$ 72,403.06		\$112,403.06	100.00%	\$0.00	\$5,620.15
16	REMOVE 36" CMP	\$59,455.03	\$ 30,000.00	\$ 15,000.00		\$45,000.00	75.69%	\$14,455.03	\$2,250.00
17	REMOVE 54" CMP	\$141,001.50	\$ 112,515.10			\$112,515.10	79.80%	\$28,486.40	\$5,625.76
18	REMOVE EXISTING PRECAST STRUCTURES (0/4)	\$7,551.48	\$ 5,000.00	\$ 2,551.48		\$7,551.48	100.00%	\$0.00	\$377.57
19	REMOVE EXISTING PRECAST STRUCTURES (4/6)	\$14,987.40	\$ 8,000.00	\$ 3,000.00		\$11,000.00	73.39%	\$3,987.40	\$550.00
20	REMOVE EXISTING PRECAST STRUCTURES (6/8)	\$19,482.82	\$ 10,000.00	\$ 3,000.00		\$13,000.00	66.73%	\$6,482.82	\$650.00
21	REMOVE EXISTING PRECAST STRUCTURES (8/10)	\$22,877.26	\$ 16,000.00	\$ 3,000.00		\$19,000.00	83.05%	\$3,877.26	\$950.00
22	REMOVE EXISTING PRECAST STRUCTURES (10/12)	\$16,426.65	\$ 16,426.65			\$16,426.65	100.00%	\$0.00	\$821.33
23	SAW CUT ASPHALT	\$6,531.32	\$ 9,855.49			\$9,855.49	150.90%	(\$3,324.17)	\$492.77
24	R AND R FENCE AT POND	\$4,003.39	\$ 6,531.32			\$6,531.32	163.14%	(\$2,527.93)	\$326.57
25	DEWATER FOR STORM INSTALLATION	\$129,501.73	\$ 77,000.00	\$ 35,000.00		\$112,000.00	86.49%	\$17,501.73	\$5,600.00
26	STRIP TOPSOIL (HAUL OFFSITE)	\$7,446.00	\$ 15,000.00			\$15,000.00	201.45%	(\$7,554.00)	\$750.00
27	BORROW FILL (TRUCK MEASURE) FILL FOR SIDEWALK REMOVAL	\$110,915.00	\$ 42,000.00	\$ 45,000.00		\$87,000.00	78.44%	\$23,915.00	\$4,350.00
28	REMOVAL AND REPLACEMENT OF UNSUITABLE SOILS IN PIPE TR	\$223,968.00	\$ 115,000.00	\$ 45,000.00		\$160,000.00	71.44%	\$63,968.00	\$8,000.00
29	SWALE GRADING	\$3,155.20	\$ 10,000.00			\$10,000.00	316.94%	(\$6,844.80)	\$500.00
30	ROUGH GRADING SITE	\$17,992.92	\$ 5,000.00	\$ 6,000.00		\$11,000.00	61.14%	\$6,992.92	\$550.00
31	FINE GRADING SITE (ROUGH GRADE MINUS CONCRETE AREA)	\$21,069.40	\$ 8,000.00	\$ 8,000.00		\$8,000.00	37.97%	\$13,069.40	\$400.00
32	FINE GRADING POND SLOPES	\$2,037.74				\$0.00	0.00%	\$2,037.74	\$0.00
33	CURB GRADING	\$9,081.60	\$ 3,000.00	\$ 3,000.00		\$6,000.00	66.07%	\$3,081.60	\$300.00
34	R&R 4" CHAINLINK FENCE	\$10,121.67				\$0.00	0.00%	\$10,121.67	\$0.00
35	8" DR-18 PIPE WATER	\$9,661.80	\$ 9,661.80			\$9,661.80	100.00%	\$0.00	\$483.09
36	CONNECT TO EXIST 8"	\$6,642.46	\$ 6,642.46			\$6,642.46	100.00%	\$0.00	\$332.12
37	8"SDR-26 6/8' GRAVITY SEWER	\$17,208.20				\$0.00	0.00%	\$17,208.20	\$0.00
38	CONNECT TO EXIST (SEWER)	\$20,122.80				\$0.00	0.00%	\$20,122.80	\$0.00
39	SEWER BYPASS PUMPING	\$28,863.63	\$ 28,863.63			\$28,863.63	100.00%	\$0.00	\$1,443.18
40	18" HDPE (0/6") DRAINAGE 7 RUNS	\$69,084.00	\$ 36,019.62	\$ 15,000.00		\$51,019.62	73.85%	\$18,064.38	\$2,550.98
41	18" HDPE (6/8") DRAINAGE 1 RUN	\$23,100.40	\$ 15,000.00	\$ 8,100.40		\$23,100.40	100.00%	\$0.00	\$1,155.02
42	30" HDPE 6/8 DRAINAGE 4 RUNS	\$317,842.20	\$ 150,000.00	\$ 140,000.00		\$290,000.00	91.24%	\$27,842.20	\$14,500.00
43	30" HDPE (8/10) DRAINAGE 2 RUNS	\$37,237.80	\$ 37,237.80			\$37,237.80	100.00%	\$0.00	\$1,861.89

44	36" HDPE (8/10) DRAINAGE 4 RUNS	\$159,984.00	\$ 145,000.00	\$ 14,984.00		\$159,984.00	100.00%	\$0.00	\$7,999.20
45	36" HDPE (10/12) DRAINAGE 2 RUNS	\$73,029.60	\$ 73,029.60			\$73,029.60	100.00%	\$0.00	\$3,651.48
46	48" HDPE (8/10) DRAINAGE 2 RUNS	\$147,984.20	\$ 45,000.00	\$ 50,000.00		\$95,000.00	64.20%	\$52,984.20	\$4,750.00
47	48" HDPE (10/12) DRAINAGE 6 RUNS	\$336,160.00	\$ 164,817.75	\$ 75,000.00		\$239,817.75	71.34%	\$96,342.25	\$11,990.89
48	48" HDPE (12/14) DRAINAGE 1 RUN	\$36,372.40	\$ 36,372.40			\$36,372.40	100.00%	\$0.00	\$1,818.62
49	CURB INLET (0/4') (WE-6,WE-16,WE-18)	\$38,370.54	\$ 20,191.88	\$ 18,178.66		\$38,370.54	100.00%	\$0.00	\$1,918.53
50	CURB INLET (4/6') (WE-10,WE-12,WE-14,WE-17)	\$52,199.04	\$ 20,000.00	\$ 32,199.04		\$52,199.04	100.00%	\$0.00	\$2,609.95
51	CURB INLET (6/8') (WE-4,WE-15,WE-19)	\$44,448.63	\$ 34,284.42	\$ 5,000.00		\$39,284.42	88.38%	\$5,164.21	\$1,964.22
52	CURB INLET (8/10') (WE-8,WE-11,WE-13)	\$56,870.25	\$ 56,870.25			\$56,870.25	100.00%	\$0.00	\$2,843.51
53	CURB INLET (10/12') (WE-5,WE-7,WE-9)	\$62,314.62	\$ 62,314.62			\$62,314.62	100.00%	\$0.00	\$3,115.73
54	CURB INLET (12/14') (WE-3)	\$20,149.20	\$ 20,149.20			\$20,149.20	100.00%	\$0.00	\$1,007.46
55	STORM MANHOLE (6/8') (D-7,D-8)	\$22,179.94		\$ 22,179.94		\$22,179.94	100.00%	\$0.00	\$1,109.00
56	STORM MANHOLE (8/10') (D-5,D-6,WE-59B,WE-61)	\$55,234.92	\$ 27,617.46	\$ 15,000.00		\$42,617.46	77.16%	\$12,617.46	\$2,130.87
57	STORM CONFLICT MANHOLE (8/10') (D-5A)	\$11,241.81	\$ 11,241.81			\$11,241.81	100.00%	\$0.00	\$562.09
58	STEEL CASING FOR CONFLICT STRUCTURE	\$12,264.05		\$ 12,264.05		\$12,264.05	100.00%	\$0.00	\$613.20
59	STORM MANHOLE (10/12') (D-2,D-3,D-4)	\$47,061.03	\$ 47,061.03			\$47,061.03	100.00%	\$0.00	\$2,353.05
60	48"POURED IN PLACE MES SUBCONTRACTOR (D-1)	\$8,241.19	\$ 4,000.00			\$4,000.00	48.54%	\$4,241.19	\$200.00
61	6" CONCRETE PAVING	\$10,276.06	\$ 2,000.00			\$2,000.00	19.46%	\$8,276.06	\$100.00
62	18" CITY STANDARD CURB (SUBCONTRACTOR)	\$64,574.40	\$ 10,000.00	\$ 30,000.00		\$40,000.00	61.94%	\$24,574.40	\$2,000.00
63	CONCRETE FLUMES	\$2,133.84				\$0.00	0.00%	\$2,133.84	\$0.00
64	4" CONCRETE SIDEWALK (SUBCONTRACTOR)	\$88,098.21	\$ 20,000.00	\$ 45,000.00		\$65,000.00	73.78%	\$23,098.21	\$3,250.00
65	CONCRETE SIDEWALK RAMPS (SUBCONTRACTOR)	\$11,754.45	\$ 5,000.00			\$5,000.00	42.54%	\$6,754.45	\$250.00
66	TEMP ASPHALT	\$153,201.88	\$ 153,201.88			\$153,201.88	100.00%	\$0.00	\$7,660.09
67	LIMEROCK & SUBGRADE RESTORATION	\$297,497.72	\$ 70,000.00	\$ 175,000.00		\$245,000.00	82.35%	\$52,497.72	\$12,250.00
68	1.5" S-III ASPHALT PAVING (SP-9.5)	\$120,417.50		\$ 60,000.00		\$60,000.00	49.83%	\$60,417.50	\$3,000.00
69	STRIPING & SIGNS	\$7,480.28				\$0.00	0.00%	\$7,480.28	\$0.00
70	SLAB SOD (BAHIA) SUB (FINE GRADE AREAS)	\$16,250.40		\$ 6,000.00		\$6,000.00	36.92%	\$10,250.40	\$300.00
71	CREDIT LAY DOWN AREA	(\$13,000.00)	\$ (3,640.00)			(\$3,640.00)	28.00%	(\$9,360.00)	(\$182.00)
72	CREDIT QC MANUAL	(\$1,000.00)	\$ (1,000.00)			(\$1,000.00)	100.00%	\$0.00	(\$50.00)
73	CREDIT TELEVISIONING STORM PIPE	(\$30,000.00)	\$ (15,000.00)			(\$15,000.00)	50.00%	(\$15,000.00)	(\$750.00)
74	CREDIT HOLDING OF POWER POLES	(\$17,348.02)	\$ (17,348.02)			(\$17,348.02)	100.00%	\$0.00	(\$867.40)
75	CREDIT SEWER BY-PASS	(\$28,863.63)	\$ (28,863.63)			(\$28,863.63)	100.00%	\$0.00	(\$1,443.18)
76	CREDIT TEMPORARY ASPHALT	(\$153,201.88)	\$ (153,201.88)			(\$153,201.88)	100.00%	\$0.00	(\$7,660.09)
77	CREDIT OF MATERIALS CONTINGENCY	(\$10,000.00)	\$ (10,000.00)			(\$10,000.00)	100.00%	\$0.00	(\$500.00)
78	CREDIT FOR DETOURS	(\$10,000.00)	\$ (10,000.00)			(\$10,000.00)	100.00%	\$0.00	(\$500.00)
	TOTAL:	\$4,030,136.21	\$2,007,378.19	\$ 1,018,526.72	\$0.00	\$3,025,904.91	75.08%	\$1,004,231.30	\$151,295.25

APPLICATION AND CERTIFICATE FOR PAYMENT

Owner: City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

PROJECT: Highlands Ave Sidewalk
West Street
Green Cove Springs, FL 32043

APPLICATION NO.5
PERIOD TO:8/31/2024

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR
 PROGRAM MNGR

CONTRACTOR: Besch and Smith Civil Group, Inc.
345 Cumberland Industrial Ct.
St Augustine, FL 32095
904-260-6393

Project # 2023-14

CONTRACT DATE: 4/11/2024

CONTRACT FOR: SITEWORK

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in	ADDITIONS	DEDUCTIONS
Total	\$0.00	\$0.00
Approved this Month		
Number	Date Approved	
1	6/25/2024	1,461.18
TOTALS		\$1,461.18
Net change by Change Orders		\$0.00
		\$1,461.18

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

CONTRACTOR: Besch and Smith Civil Group, Inc.

By:

Nicole Besch / President
8/23/2024

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$	670,223.49
2. Net Change by Change Orders	\$	1,461.18
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	671,684.67
4. TOTAL COMPLETED & STORED TO DATE (Column I on G703)	\$	592,098.01
5. RETAINAGE		
a. 5 % of Completed Work	\$	29,604.90
b. 10 % of Stored Material	\$	0.00
Total Retainage (Line 5a + 5b or (Total in Column L of G703)	\$	29,604.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	562,493.11
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	562,493.11
8. CURRENT PAYMENT DUE	\$	(0.00)
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	109,191.56

State of Florida, *St Johns*
Subscribed and sworn to before me this date *August 23, 2024*
Notary Public *Tammy Manzy-Stewart*
My Commission Expires: *3/14/2026*
Notary Public, State of Florida
Commission Expires: 03/14/2026
Commission No. HH240430

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the applied for) (\$0.00)

OWNER:
By: _____ Date: _____

ENGINEER:
By: _____ Date: _____

This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 5
 APPLICATION DATE: 8/25/2024
 PERIOD TO: 8/31/2024

PROJECT NAME: Highlands Ave Sidewalk

A ITEM NO.	B DESCRIPTION OF WORK	C	D	E	F	G		H	I
		ORIGINAL SCHEDULED VALUE	FROM PREVIOUS APPLICATION VALUE	THIS PERIOD VALUE	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	GENERAL CONDITIONS HIGHLANDS AVE SIDEWALKS	\$120,173.46	\$ 105,092.16			\$105,092.16	87.45%	\$15,081.30	\$5,254.61
2	SILT FENCE	\$30,756.17	\$ 30,756.17			\$30,756.17	100.00%	\$0.00	\$1,537.81
3	INLET PROTECTION	\$12,353.02	\$ 8,717.66			\$8,717.66	70.57%	\$3,635.36	\$435.88
4	NPDES PERMIT AND MONITORING	\$9,546.48	\$ 6,100.23			\$6,100.23	63.90%	\$3,446.25	\$305.01
5	CLEARING GRUBBING AND STRIPPING	\$44,249.53	\$ 44,249.53			\$44,249.53	100.00%	\$0.00	\$2,212.48
6	SAW CUT CONCRETE	\$4,768.98	\$ 4,768.98			\$4,768.98	100.00%	\$0.00	\$238.45
7	SAW CUT ASPHALT	\$1,576.80	\$ 1,576.80			\$1,576.80	100.00%	\$0.00	\$78.84
8	REMOVE EXISTING PLANTERS	\$2,431.22	\$ 2,431.22			\$2,431.22	100.00%	\$0.00	\$121.56
9	SIDEWALK REMOVAL INCLUDES FLUMES	\$1,523.34	\$ 1,523.34			\$1,523.34	100.00%	\$0.00	\$76.17
10	REMOVE ASPHALT (ROADWAY)	\$1,233.54	\$ 1,233.54			\$1,233.54	100.00%	\$0.00	\$61.68
11	REMOVE 6" CONCRETE PAVING	\$4,811.94	\$ 4,811.94			\$4,811.94	100.00%	\$0.00	\$240.60
12	CURB REMOVAL	\$1,875.65	\$ 1,875.65			\$1,875.65	100.00%	\$0.00	\$93.78
13	REMOVE & REPLACE DOT MAILBOX	\$12,394.89	\$ 12,394.89			\$12,394.89	100.00%	\$0.00	\$619.74
14	RELOCATE EXISTING FIRE HYDRANT	\$21,411.45	\$ 21,411.45			\$21,411.45	100.00%	\$0.00	\$1,070.57
15	RELOCATE EXISTING SIGNS	\$2,100.14	\$ 2,100.14			\$2,100.14	100.00%	\$0.00	\$105.01
16	ADJUST WATER METER BOX	\$3,466.92	\$ 3,466.92			\$3,466.92	100.00%	\$0.00	\$173.35
17	ADJUST AT&T HAND BOX	\$3,150.27	\$ 3,150.27			\$3,150.27	100.00%	\$0.00	\$157.51
18	STRIP TOPSOIL (HAUL OFFSITE)	\$15,543.00	\$ 15,543.00			\$15,543.00	100.00%	\$0.00	\$777.15
19	BORROW FILL (TRUCK MEASURE)	\$22,618.08	\$ 22,618.08			\$22,618.08	100.00%	\$0.00	\$1,130.90
20	ROUGH GRADING SITE	\$9,355.50	\$ 9,355.50			\$9,355.50	100.00%	\$0.00	\$467.78
21	FINE GRADING SITE (ROUGH GRADE MINUS CONCRETE AREAS)	\$16,582.72	\$ 12,000.00			\$12,000.00	72.36%	\$4,582.72	\$600.00
22	6" CONCRETE PAVING	\$50,004.27	\$ 50,004.27			\$50,004.27	100.00%	\$0.00	\$2,500.21
23	TURNDOWN SIDEWALK (SUBCONTRACTOR)	\$5,802.06	\$ 5,802.06			\$5,802.06	100.00%	\$0.00	\$290.10
24	4" CONCRETE SIDEWALK (SUBCONTRACTOR)	\$163,465.20	\$ 163,465.20			\$163,465.20	100.00%	\$0.00	\$8,173.26
25	CONCRETE SIDEWALK RAMPS (SUBCONTRACTOR)	\$25,769.92	\$ 25,769.92			\$25,769.92	100.00%	\$0.00	\$1,288.50
26	18" CITY STANDARD CURB (SUBCONTRACTOR)	\$6,774.88	\$ 6,774.88			\$6,774.88	100.00%	\$0.00	\$338.74
27	SLAB SOD (BAHIA) SUB (FINE GRADE AREAS)	\$14,586.88	\$10,000.00			\$10,000.00	68.55%	\$4,586.88	\$500.00
28	HYDROBLAST EXISTING STOP BARS AND CROSSWALKS	\$600.51	\$ 600.51			\$600.51	100.00%	\$0.00	\$30.03
29	NEW STRIPING STOP BARS AND CROSSWALKS	\$13,042.52	\$ 13,042.52			\$13,042.52	100.00%	\$0.00	\$652.13
30	NEW SIGNAGE INCLUDING SOLAR POWERED SIGN	\$25,354.79				\$0.00	0.00%	\$25,354.79	\$0.00
31	HANDRAIL	\$22,899.36				\$0.00	0.00%	\$22,899.36	\$0.00
32	CO#1	\$1,461.18	\$ 1,461.18			\$1,461.18	100.00%	\$0.00	\$73.06
	TOTAL:	\$671,684.67	\$592,098.01	\$ -	\$0.00	\$592,098.01	88.15%	\$79,586.66	\$29,604.90

- Parking
- Sidewalks
- Landscape
- Bike Lanes
- Pedestrian and Vehicular movement and interaction.

Attached to this staff report, you will find excerpted pages from the Walnut Street Design Study (Pages 1-11) and one sheet that resulted from the 5-day charette associated with the Downtown Master Plan (Page 12). Based on all the public, stakeholder, professional and Council input from the previously mentioned studies, staff is moving forward with design as follows:

1. The 400 Block of Walnut Street (Palmetto to Orange) – Proposed Option 1 on page 5 of the attached excerpted sheets. This option offers the best combination of bike and pedestrian mobility, retention of some on-street parking and maximization of sidewalk space for outdoor sales or dining.
2. The 300 and 200 Block of Walnut Street (Orange to the River) – Following Page 12 from the design charette, we will move forward with the assumption that the ultimate goal is to line the streets with buildings while maximizing on-street parking. Proposed Option 1 will be the basis for design and be adapted as appropriate.
3. The roadway surface will be real brick from Palmetto to Magnolia. Beyond those areas, the surface of Walnut Street will be stamped asphalt to be re-painted regularly. Intersections will vary. The surface of side streets will be determined based on the life-cycle costs of those streets along with aesthetics.
4. The sidewalks will be concrete with brick inlay bands.
5. The other design concepts and considerations in the attached pages will be included in the project as appropriate including but not limited to:
 - a. The mid-block crossing with planting beds and removable bollards shown on page 4
 - b. Proposed improvements to the pedestrian connection
 - c. Landscaping and lighting improvements.

The next steps will be to reach out to one of our continuing services engineers to design the project. Staff will discuss with the engineer the most economical way to review and design the area that is bounded by Palmetto Ave on the west, Center Street on the north, the River on the east and Cove Street on the south. The intent is that the first phase of construction will include total permanent construction of the Walnut Street right-of-way from Palmetto to the River, to the extent practical. Staff will also include cosmetic and surface parking improvements throughout the design area to the extent practical while minimizing sunk costs when permanent construction does occur.

(END BACKGROUND FROM MARCH 15, 2022 MEETING)

Included in the backup materials this evening are selected sheets from the current plan set that show the proposed roadway, hardscape and landscape improvements.

The design portion of the project is behind schedule for two reasons. First, about two months into the design, the project manager from WGI left the company and there was no communication through the transition. This led to a significant learning curve for the new project manager. Second, the engineer’s cost estimate came in significantly over budget, so the City and engineering team have been working continuously over the last few months on value engineering options to reduce the estimated cost without sacrificing the desired project elements. Following is the anticipated schedule as of this writing:

<u>Milestone</u>	<u>Date</u>
Submit SJRWMD permit for parking lot	March 3, 2023
Update Council with options for value-engineering	March 7, 2023
Public Update Workshop	March 23, 2023
100% plans completed	April 1, 2023
Receive SJRWMD construction permit	April 28, 2023
Advertise Project for bid	May 4, 2023
Bids due	June 1, 2023
Council Award bid	June 20, 2023
Notice to Proceed (Construction Begins)	July 3, 2023
Construction Complete (9 months)	March 30, 2024

This update is being provided to Council this evening to answer any questions prior to bid advertisement. Staff will conduct a workshop on March 23 at 6:30 PM to provide an update to the public, with special emphasis on the affected property owners immediately adjacent to the project. Once the plans are complete and the SJRWMD permit is issued, we will advertise the project for bid and bring back to Council for an award recommendation.

(END BACKGROUND FROM MARCH 7, 2023 MEETING)

Per the schedule given at the March 7 Council meeting, the bid was advertised May 4, 2023 with an opening date of June 6, 2023. There were at least nine (9) general contractors that downloaded the plans from the city website, but only one bid was received. That bid was in the amount of \$5,656,747, almost double the engineer’s estimate, from CGC, Inc. Staff reached out to the non-responsive bidders and most indicated that the project was too complicated to take on while they have a full plate of easier projects at present. Therefore, city staff decided to work with the low bidder to reduce the cost to an awardable amount.

Since then, CGC and city staff have been working diligently to analyze the bid. We verified that the quantities of work estimated by CGC matched the quantities of work estimated by the design engineers, WGI. We evaluated the removal of certain scopes of work to reduce the project. Council should keep in mind from the previous update that staff had already worked with WGI on value-engineering, so there was very little left to value-engineer the project without losing the desired design components of this streetscape and walkability project. In the end, staff felt that the removal of components such as landscaping, lighting and hardscape would not be acceptable given the nature and intent of the project.

Therefore, staff asked CGC to provide quotes for phases; (1) to complete all work from Palmetto Ave to Orange Ave, and (2) to complete all work from Palmetto Ave to Magnolia Ave. Simultaneously, city staff worked to obtain quotes for various project components as if we were the general contractor, since

we were also considering this option. However, we were unsuccessful in obtaining bids from some of the trades.

CGC provided a price of \$2,392,751.00 for the block from Palmetto Ave to Orange Ave as a base bid and a price of \$779,996.00 to add the block from Orange Ave to Magnolia Ave. This total amount of \$3,172,747.00 is proportionate to the same scope of work in the breakdown of the engineers estimate, so staff feels this is a reasonable price based on the initial bid and the revised scope of work. Staff recommends awarding Bid 2023-08 with the revised scope and revised price to CGC as presented. CGC estimates that work can begin in January 2024 given their current workload and take approximately six (6) months to complete. If Council approves this award, the City will work with the property owners in this area regarding schedule and access to create the least impact to their businesses as possible.

FISCAL IMPACT

Funding is available from:

- Approximately \$1,000,000 in the FY 23 budget that was not expended on the Public Works Compound (in anticipation that it would be needed for this project).
- Funding programmed for this project in the FY 23 budget.
- Funding programmed for this project in the FY 24 budget.
- **Original Contract Amount- \$3,172,747.00**
- **Remaining contract Amount- \$189,882.86**

RECOMMENDATION

Approve Pay Application #5- Walnut Street Improvements, to provide roadway, utility, pedestrian and streetscape improvements on Walnut St from Palmetto Ave to the River to CGC, Inc. in the amount \$550,007.44.

APPLICATION AND CERTIFICATION FOR PAYMENT

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

PROJECT: **Walnut Street Improvements**
 Green Cove Springs, Florida

AIA DOCUMENT G702
 APPLICATION NO: 5-FIVE

PAGE ONE OF TWO PAGES

Item #25.

FROM CONTRACTOR:
CGC, Inc.
 7036 12th Street W.
 Jacksonville, Florida 32220

VIA ARCHITECT: **WGI, Inc.**
 4371 US Hwy 17 S.
 Ste 203
 Fleming Island, FL 32003

PERIOD TO: **8/31/2024**
 PROJECT NOS: **2023-08**
 PO DATE: **9/19/23**

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>3,172,747.00</u>
2. Net change by Change Orders	\$	<u>47,105.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>3,219,852.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>3,189,441.20</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>\$159,472.06</u>
b. <u>0</u> % of Stored Material (Column F on G703)	\$	<u>Included in above</u>

Total Retainage (Lines 5a + 5b or

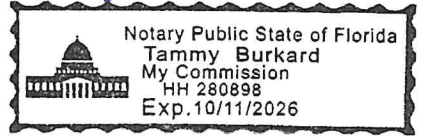
Total in Column I of G703) \$ 159,472.06

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>3,029,969.14</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>2,479,961.70</u>
8. CURRENT PAYMENT DUE	\$	<u>550,007.44</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>189,882.86</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$32,232.00	
Total approved this Month	\$14,873.00	
TOTALS	\$47,105.00	\$0.00
NET CHANGES by Change Order	\$47,105.00	

The undersigned Contractor certifies that to the best of the Contractor'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 Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **CGC, Inc.**
 By: [Signature] Date: 08/26/24
 Richard C. Gaskin, Jr., President
 State of: **FL** County of: **Duval**
 Subscribed and sworn to before me this 26th day of August, 2024
 Notary Public: [Signature], Tammy Burkard
 My Commission expires: 10/11/26



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the 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 Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(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 with the amount certified.)

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5-FIVE

APPLICATION DATE: 8/26/2024

PERIOD TO: 8/31/2024

ARCHITECT'S PROJECT NO: 2023-08

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	BASE BID - WEST (Palmetto Ave. to US17/Orange Ave.)	\$2,392,751.00	\$2,344,340.20	\$28,000.00	\$0.00	\$2,372,340.20	99.15%	\$20,410.80	\$118,617.01
2	ALTERNAT #1 - EAST (US17/Orange Ave. to Magnolia Ave.)	\$779,996.00	\$233,913.80	\$536,082.20	\$0.00	\$769,996.00	98.72%	\$10,000.00	\$38,499.80
3	CO #1 - Phase 1, Removal & Replace Existing Light Pole Bases (4)	\$32,232.00	\$32,232.00		\$0.00	\$32,232.00	100.00%	\$0.00	\$1,611.60
4	CO #2 - Phase 1, Removal & Replace Existing Light Pole and Concrete with New Base	\$14,873.00	\$0.00	\$14,873.00	\$0.00	\$14,873.00	100.00%	\$0.00	\$743.65
GRAND TOTALS		\$3,219,852.00	\$2,610,486.00	\$578,955.20	\$0.00	\$3,189,441.20	99.1%	\$30,410.80	\$159,472.06



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** September 3, 2024
FROM: Greg Bauer, Assistant Public Works Director
SUBJECT: City Council approval of Resolution No. R-15-2024, a Resolution authorizing a new FDOT Maintenance Agreement, Contract No. TBD, for the period of October 18, 2024 through October 17, 2027 in the amount of \$41,900.00 (annually) and authorizing the Mayor, City Clerk, and City Attorney to execute said Agreement.

BACKGROUND

The City entered into a Maintenance Agreement with the Florida Department of Transportation (FDOT) in July 2003 for the maintenance of right-of-ways for State Highways throughout the City. A history of annual payments from FDOT are listed below:

- 2003 - 2006 \$35,000.00
- 2006 - 2009 \$35,000.00
- 2009 - 2012 \$37,963.77
- 2012 - 2015 \$37,963.77
- 2015 - 2018 \$38,673.64
- 2018 - 2021 \$38,673.64
- 2021 - 2024 \$38,673.64
- 2024 - 2027 \$41,900.00 (Proposed)

This new Agreement is for a three (3) year consecutive period. Invoices are sent to FDOT on a quarterly basis.

FISCAL IMPACT

Revenues received annually in the amount of \$41,900.00 from the Florida Department of Transportation for the period of October 18, 2024 through October 17, 2027.

RECOMMENDATION

Approve Resolution No. R-15-2024, a Resolution authorizing a Maintenance Agreement, Contract No. TBD, with the Florida Department of Transportation for the period of October 18, 2024 through October 17, 2027, and authorization for the Mayor, City Clerk, and City Attorney to execute said Contract.

RESOLUTION NO. R-15-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA AUTHORIZING A MAINTENANCE AGREEMENT, CONTRACT NO. TBD, WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City Council and the Florida Department of Transportation desire to enter into a maintenance agreement setting forth the various rights, duties and responsibilities for the city maintenance of certain state roads.

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

SECTION 1. That the City Council of the City of Green Cove Springs hereby authorizes the Maintenance Agreement, Contract No. TBD, between the City and the Florida Department of Transportation dated October 18, 2024, through October 17, 2027; and

SECTION 2. That the Mayor, City Clerk, and City Attorney are hereby authorized to execute said Maintenance Agreement, Contract No. TBD, attached hereto and marked Exhibit "A".

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN DUPLICATE, IN REGULAR SESSION THIS 3rd DAY OF September, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the **City of Green Cove Springs**, Florida ("Agency").

-RECITALS-

- 1. The Department owns and currently maintains those portions of the state highway system identified in Exhibit "A" ("Property"); and
- 2. The Agency desires to improve the aesthetic appearance of the Property; and
- 3. The Agency desires to assume the maintenance responsibilities of the Property; and
- 4. The Property is within or adjacent to the corporate limits of the Agency; and
- 5. The Department is amenable to the Agency's desires and will compensate the Agency for their maintenance efforts pursuant to Section 335.055, Florida Statutes, and in accordance with the terms and conditions of this Agreement; and
- 6. The Agency will be compensated quarterly at such time as Agency provides a completed copy of the form identical to attached Exhibit "B" demonstrating completion of the quarterly maintenance responsibilities required by the terms and conditions of this Agreement; and
- 7. The Agency, by Resolution No. R-15-2024 dated 09/03/2024, attached as Exhibit "C", authorizes its officers to enter this Agreement.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS & EXHIBITS

The above recitals and attached exhibits, if any, are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. TERM

The term of this Agreement shall be for a period of three (3) consecutive years, unless otherwise terminated by the Department in writing. The operation, maintenance, and repair duties required by paragraph 6, below, will actually commence on 10/18/2024.

4. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

5. COMPLIANCE

The Agency shall perform this Agreement, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, St. Johns River Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard, Clay County, Florida and other local governmental entities ("Governmental Law").

6. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain & repair the Property in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. For purposes of this Agreement, unless otherwise noted in Exhibit "A", the locations to be maintained by the Agency shall be maintained pursuant to the maintenance standards as defined in the Department's Maintenance Rating Program ("MRP") Handbook and in accordance with Department Procedure, *Roadway and Roadside Maintenance*, Topic No. 850-000-015-I, and all Governmental Law, as defined in Paragraph 5, above. Should the Department determine that any item of maintenance related to the Property has fallen below the desired maintenance standard, the Agency agrees to immediately bring the deficient item up to the maintenance standard, at its sole cost and expense. The Agency will not be held responsible for a failed MRP rating, so long as such rating is not based on any negligence, intentional or wrongful act, omission or breach of contract by the Agency.

B. The Agency shall, at a minimum, maintain all turf and landscaped areas within the Property, including, without limitation, by performing the following:

(1) Routinely mow, cut and trim all grass and turf-(total greenscape) a minimum of 1 time per calendar month, as well as remove grass and turf clippings from the roadway/curb/sidewalk, in accordance with the State of Florida "Guide for Roadside Vegetation Management" (2012), as the same may be constituted and amended from time to time, and the local National Pollutant Discharge Elimination System (NPDES) permit requirements; and

(2) Routinely prune and trim all plants and trees a minimum of 1 time per calendar month, for aesthetic purposes and for the benefit of the health, safety and welfare of those members of the public traversing or otherwise utilizing the Property; and

(3) Routinely remove dead, diseased, or otherwise deteriorated plants a minimum of 1 time per calendar month; and

(4) Routinely keep litter removed from the Property a minimum of 1 time per calendar month; and

(5) Remove and dispose of all trimmings, roots, litter and other material resulting from the activities described herein; and

(6) Routinely edge and sweep any excess grass from sidewalks, curbs, and gutters a minimum of 3 times per year on a 4-month cycle, i.e., March, July, October; and

(7) Routinely sweep roadways, curbs, and gutters, valley gutters, intersections, and barrier wall gutters a minimum of 1 time per calendar month.

C. The Department and the Agency shall be responsible jointly for clean-up, removal and disposal of debris within the Property following and resulting from natural disasters, including, without limitation, hurricanes and tornadoes.

D. If the Department determines that the Agency is not maintaining the Property in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

E. If the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency was corrected, the Department, within its discretion, shall: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency; or (2) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

F. If at any time in the sole determination of the Department, the integrity or safety of the Property requires immediate maintenance for the benefit of public health, safety or welfare, the Department may perform such maintenance it deems appropriate under the circumstances. The Department shall attempt to notify the Agency prior to action under this section but may take necessary steps to correct emergency situations prior to such notification in order to prevent eminent danger to public health, safety or welfare.

G. The Parties' representatives and points of contact for the administration of this Agreement shall be identified in the "Notice" section of this Agreement.

7. MAINTENANCE OF TRAFFIC

A. The Agency shall be responsible for the maintenance of traffic ("MOT") at all times during the performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of this Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; (3) the Department's Standard Plans, Index 102-600; and (4) other applicable Governmental Law.

B. If the Agency fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the Agency's sole cost and expense. Should the Department perform MOT, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

8. MODIFICATIONS

A. The Department may require the Agency to improve or modify the Property if the Department determines: (1) improvements or modifications are required by applicable Governmental Law; or (2) improvements or modifications will benefit the Department in the conduct of its business.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the "Maintenance" section of this Agreement.

C. Improvements and modifications shall be constructed and completed by the Agency within sixty (60) days of the date of the Department's written notice requiring improvements or modifications.

9. ADDITIONAL LANDSCAPING

The Agency shall not install additional landscaping within the Property without first seeking and obtaining required approvals and permits from the Department. Such additional landscaping shall be automatically included within, and subject to, the provisions of this Agreement.

10. PERMISSIVE USE

This Agreement creates a permissive use only. The Agency shall not acquire any right, title, interest or estate in the Property by virtue of the execution, operation, effect or performance of this Agreement.

11. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

12. REMOVAL

The Department may require modification, relocation or removal of the landscaping, plants, trees, and other improvements located on or within the Property without liability to the Agency if: (1) any such improvements are not maintained in accordance with the terms and provisions of this Agreement; (2) modification, relocation or removal of any such improvements is required by applicable Governmental Law; or (3) the Department determines that modification, relocation or removal of any such improvements is necessary or will benefit the Department in the conduct of its business. The Agency shall modify, relocate or remove improvements designated by the Department for modification, relocation or removal and shall restore the Property to a condition that satisfies the requirements of applicable Governmental Law within thirty (30) days of the Department's written notice requiring modification, relocation or removal. The Agency shall bear all cost and expense of the modification, relocation, removal and restorative work, including, without limitation, the cost of required permits.

13. PAYMENTS TO AGENCY

A. The Department shall compensate the Agency for the performance of this Agreement in the amount of **\$10,475.00** per quarter for a total sum of **\$41,900.00** per year. Payments shall commence at the conclusion of the first three-month period following the Effective Date of this Agreement, upon the Department's written acceptance of the Agency's completion of the quarterly maintenance responsibilities by the Department. The Department shall suspend payment of any sums due hereunder without penalty or interest if the Agency is in breach of any term or provision of this Agreement at the time payment is due. In the event this Agreement is terminated, payment shall be prorated for the quarter in which termination occurs.

B. Prior to each quarterly payment, the Agency shall provide a completed copy of the form identical to attached Exhibit "B" demonstrating completion of the quarterly maintenance responsibilities in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables of the maintenance responsibilities established in Paragraph 6(B)(1-7), above, as required by the terms and conditions of this Agreement.

14. PAYMENTS TO DEPARTMENT

All Department invoices submitted to the Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Fla. Stat., until paid in full.

15. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time. The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the Agency as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes, as the same may be amended from times to time.

17. NOTICE

All notices, communications and determinations between the parties hereto and those required by this Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

- Department: Florida Department of Transportation
Attention: Pattie Yakaboski, Maintenance Manager-Contracts
3600 DOT Road
St Augustine, Florida 32084

- Agency: City of Green Cove Springs
ATTN: Mike Null
321 Walnut Street
City of Green Cove Springs, Florida 32043

18. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

19. INITIAL DETERMINATION OF DISPUTES

The Department’s District Two Secretary (“District Secretary”) shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement.

20. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement that are not resolved to the mutual satisfaction of the parties by the Department’s District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

21. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of this Agreement, including, without limitation, damages allegedly flowing there from.

22. ASSIGNMENT

The Agency may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department’s District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform this Agreement.

23. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

24. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in this Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of this Agreement has been negotiated fairly at arm’s length; (iii) it fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of this Agreement.

25. ENTIRE AGREEMENT

This instrument, together with the attached exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

26. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

27. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

28. INTERPRETATION

No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

29. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

30. SEVERANCE

If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

31. COMPUTATION OF TIME

In computing any period of time prescribed in this Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

32. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

33. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established with the Department of Banking and Finance. The duties of the Vendor Ombudsman include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline at 1-800-848-3792.

34. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund this Agreement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a

statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.”

35. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.
- B. Upon request from the Department’s custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.
- D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department’s custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant’s response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement consisting of nine (9) pages, exclusive of exhibits.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: Travis Humphries, P.E.

Printed Name: Elizabeth Engle

Title: District Two Director of Operations

Title: Executive Secretary

Date: _____

Date: _____

Legal Review:

By: _____
Office of the General Counsel
Florida Department of Transportation

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SIGNATURES ON FOLLOWING PAGE**

Agency

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for Agency

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EXHIBIT "A"
 City of Green Cove Springs
 Maintenance Locations

State Road	Street Name	From	To	Litter Removal (AC)	Small Machine Mowing (AC)	Mechanical Sweeping (mile)	Tree Trimming (mile)	Curb/Sidewalk Edging (mile)
				541	485	543	492	545
16	SR 16 West	Green Cove Springs City Limit	SR 15 / US 17	2.2	2	2.32	0	6.66
16	SR 16 East	SR 15 / US 17	Beginning of 4-Lane	10.17	9.25	0	0.42405	1.27
15	US 17	Harbor Rd	Green Cove City Limit	9.81	8.92	5.08	0	11.2

Totals	22.18	20.17	7.4	0.42405	19.13
Cycles Per Year	12	9	12		2
Total Qty's Per Year	266.16	181.53	88.73	0.42	38.26
Total Cost Per Year	\$3,992.40	\$13,865.06	\$3,723.29	\$424.05	\$19,895.20

Overall Yearly Cost \$41,900.00

Quarterly Amount \$10,475.00

EXHIBIT "B"
(QUARTERLY MAINTENANCE ACTIVITIES CHART)

Activity Number	Activity Title	Activity Description
485	Small Machine Mowing	Mowing the roadside with small hand or riding mowers having a cutting width of 40 inches or less.
492	Tree Trimming	The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under activity 487). To include the chipping and/or removal of all debris from work site.
541	Roadside Litter Removal	Cleaning roadways and roadsides of debris, such as cans, bottles, paper, trash, and Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
543	Road Sweeping - Mechanical	Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
545	Edging and Sweeping	Removal of vegetation and debris from the curb, gutter, and sidewalk.

Agreement #:

Billing Period:

Work Activity Number	Unit of Measure	Units Completed	Completion Date	Completion Date	Completion Date
485	Acre				
492	Mile				
541	Acre				
543	Curb Mile				
545	Mile				

Approved by Legal 07/25/24

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EXHIBIT "C"
(RESOLUTION)



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** September 3, 2024
FROM: Greg Bauer, Assistant Public Works Director
SUBJECT: City Council approval of pay application #1 to Kirby Development, Inc. In the amount of \$123,926.79, for the Julia Street Stormwater Improvement Project. *Greg Bauer*

BACKGROUND

On the 12/19/23 Regular Session, The City Council passed Resolution No. R-26-2023, authorizing the City to borrow an amount not to exceed \$8,560,000.00 to finance the acquisition and construction of certain improvements to the City’s Stormwater utility. The Julia Street Stormwater Improvement Project went through the formal bid process. Kirby Development, Inc. was the low bid.

The project consists of replacing approximately 1,200 linear feet (LF) of drainage pipe. Drainage pipe sizes range from 18” to 36”. The drainage improvement project will consist of the installation of 6 inlets, manholes, and end walls. The project consists of curb and gutter, asphalt/roadway, sidewalk/driveway and riprap demolition and replacement.

On 8/6/24 City Council approved Change Order #1 in the amount of \$61,767.30. Change order #1 was submitted to mitigate the conflict with the storm drainage system and the proximity of the electrical power poles. Change Order #1 includes moving the drainage system away from the poles with double inlet structures and changing the pipe material to Reinforced Concrete Pipe (RCP). The changes will allow for the electrical power poles to be safely held in place.

Pay application #1 is presented to Council for approval in the amount of \$123,926.79

Original contract amount- \$1,239,910.03

Change order #1 amount - \$61,767.30.

New contract amount- \$1,301,677.33

Total contract remaining- \$1,177,750.54

FISCAL IMPACT

\$123,926.79 - Stormwater CIP.

RECOMMENDATION

Approve pay application #1 to Kirby Development, Inc. in the amount of \$123,926.79, for the Julia Street Stormwater Improvement Project.

KIRBY DEVELOPMENT, INC

Item #27.

QUANTITIES FOR PARTIAL PAYMENT

(Attachment TO APPLICATION FOR PAYMENT)

PROJECT NAME: **Julia Street Stormwater Improvement Project**
 CONTRACTOR: **Kirby Development, Inc**
 ADDRESS: **108 Lee Road Jacksonville, Florida**
 PHONE NO: **904-821-5010**

PAY REQUEST NO.: **1 (ONE)**
 FROM: **7/15/2024** To: **8/27/2024**
 CONTRACT NO.: **2024-02**
 PURCHASE ORDER NO.: **0**

Item No.	Bid No.	Description of Item	U/M	Qty Bid	Unit Cost	Total Cost	PRIOR WORK COMPLETED		COMPLETED THIS PERIOD		TOTAL WORK COMPLETED		
							Prior Qty Installed	Prior Work Completed	Units Installed	Completed This Period	Total Units Installed	Total Installed	% Complete
1		Mobilization	LS	1	\$249,560.69	249,560.69	0.00	0.00	0.30	74,868.21	0.30	74,868.21	0.30
2		Maintenance of Traffic	LS	1	\$109,976.03	109,976.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3		Sediment Barrier	LF	2409	\$3.29	7,925.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4		Litter Removal	AC	2.915	\$2,477.76	7,222.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5		Mowing	AC	2.915	\$2,151.36	6,271.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6		Clearing and Grubbing	AC	1.046	\$59,380.96	62,112.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7		Removal Of Exsting Concrete	SY	729	\$41.26	30,078.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8		Type B Stabilization	SY	3109	\$20.67	64,263.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9		Reworking Lime Rock Base, 4"	SY	363	\$51.40	18,658.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10		Limerock- New Material for Reworking Base	CY	4	\$68.04	272.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11		Optional Base Group 1	SY	2454	\$28.71	70,454.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12		Milling Exsting Aspahlit Pavement, 2 1/2 Avg depth	SY	363	\$15.72	5,706.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13		Superpave Asphalt Concrete, Traffic B	TN	202.4	\$204.80	41,451.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14		Inlets,Curb Type J-5, <10'	EA	3	\$10,108.80	30,326.40	0.00	0.00	0.30	3,032.64	0.30	3,032.64	0.10
15		Inlets,Curb Type J-6, <10'	EA	1	\$14,304.40	14,304.40	0.00	0.00	0.30	4,291.32	0.30	4,291.32	0.30
16		Manhole, COJ Type J-5 < 10'	EA	1	\$15,342.83	15,342.83	0.00	0.00	0.30	4,602.85	0.30	4,602.85	0.30
17		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"SD	LF	675	\$236.90	159,907.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18		PIPE CULVERT, OPTIONAL MATERIAL, Elliptical, 30"SD	LF	55	\$290.68	15,987.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"SD	LF	405	\$277.00	112,185.00	0.00	0.00	150.00	41,550.00	150.00	41,550.00	0.37

QUANTITIES FOR PARTIAL PAYMENT

(Attachment TO APPLICATION FOR PAYMENT)

PROJECT NAME: **Julia Street Stormwater Improvement Project**
 CONTRACTOR: **Kirby Development, Inc**
 ADDRESS: **108 Lee Road Jacksonville, Florida**
 PHONE NO: **904-821-5010**

PAY REQUEST NO.: **1 (ONE)**
 FROM: **7/15/2024** To: **8/27/2024**
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Item No.	Bid No.	Description of Item	U/M	Qty Bid	Unit Cost	Total Cost	PRIOR WORK COMPLETED		COMPLETED THIS PERIOD		TOTAL WORK COMPLETED			
							Prior Qty Installed	Prior Work Completed	Units Installed	Completed This Period	Total Units Installed	Total Installed	% Complete	
20		Winged Concrete Endwalls, U-Type Index 430-040,36"	EA	1	\$ 7,014.12	7,014.12	0.00	0.00	0.30	2,104.24	0.30	2,104.24	0.30	
21		Concrete Curb & Gutter, COJ Standard Curb	LF	2143	\$ 44.25	94,827.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
22		Concre Curb Flush Curb	LF	22	\$ 43.01	946.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
23		Concrete Sidewalk and Driveways, 6' Thick	SY	479	\$ 129.00	61,791.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
24		Riprap,Rubble,Bank and Shore	TN	122.9	\$ 151.38	18,604.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
25		Bedding Stone	TN	52.1	\$ 80.10	4,173.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
26		Performance Turf,Sod	SY	2529	\$ 9.75	24,657.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27		Single Post Sign, F&I Ground Mount, Up to 12SF	AS	4	\$ 499.50	1,998.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
28		Painted Pavment Marking,Standard,White,Soild 24" for stop Line	LF	21	\$ 87.00	1,827.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
29		Painted Pavment Marking,Standard,Yellow, Soild 6"	GM	0.016	\$ 129,000.00	2,064.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
30		CO#1 RCP Pipe	LS	1	\$ 12,961.00	12,961.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
31		CO#1 Double Inlet Structures	LS	1	\$ 48,806.30	48,806.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		TOTALS				1,301,677.33		0.00		130,449.25		130,449.25		

CERTIFICATE OF PARTIAL PAYMENT

PAYMENT # 1(one)

TOTAL DUE THIS PAYMENT \$123,926.79

CERTIFICATE OF THE VENDOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this certificate are correct and that all work has been performed and/or material applied in full accordance with the terms and conditions of the contract. I further certify that all subcontractors and suppliers having an interest in the contract have been provided their pro rata shares of the payment out of previous progress payments received for all work completed and materials furnished in the previous period, less any retainage withheld by the prime contractor pursuant to an agreement with a subcontractor. I further certify that within 10 days after receipt of payment hereon the contractor shall remit payment due to those subcontractors and suppliers hired by the contractor that furnished labor, services, or materials, the undisputed cost of which to the contractor is reflected in the payment application for which this certificate is issued. I further certify that the contractor will ensure that any subcontractor receiving such payment shall within 7 days thereafter remit payment due to subcontractors and suppliers hired by the subcontractor that furnished labor, services, or materials, the cost of which to the subcontractor is reflected in the payment application for which this certificate is issued.

Date: 8/27/2024 Vendor: Kirby Development, Inc

By: **Brian Kluge**
Digitally signed by Brian Kluge
DN: cn=Brian Kluge, o=Kirby Development, email=Brian.Kluge@kirbydevelopment.com
Reason: I am the author of this document
Date: 2024.08.27 10:51:18
Full Text: PDF Version: 9.9.0



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO:	Planning and Zoning Commission	MEETING DATE:	September 3, 2024
FROM:	Michael Daniels, Development Services		
SUBJECT:	Request for Approval of Preliminary Plat and Improvement Plan for the Graylon Oaks Residential Subdivision		

PROPERTY DESCRIPTION

APPLICANT:	Brent White	OWNER:	Graylon Oaks Land Trust
PROPERTY LOCATION:	500 & 600 Block of Vermont Avenue		
PARCEL NUMBER:	016478-000-00 & 016742-000-00		
FILE NUMBER:	PLIP-21-001		
CURRENT ZONING:	Planned Unit Development		
FUTURE LAND USE DESIGNATION:	Neighborhood		

SURROUNDING EXISTING LAND USE

NORTH:	FLU: Neighborhood Z: R-3 Use: Mobile Home Park	SOUTH:	FLU: Neighborhood Z: R-1 Use: Single family housing
EAST:	FLU: Neighborhood Z: R2 & R-3 Zoning Use: Undeveloped/Single family housing	WEST:	FLU: Neighborhood Z: R-1 Use: Undeveloped Single family housing

BACKGROUND

The applicant, has submitted a preliminary plat and improvement plan for the development of 14 residential lots.

The subject property is identified as Tax Parcel Number 016748-000-00 & 016742-000-00 and is approximately ±3.8 acres in size. The site is undeveloped and vegetation on the site consists of large oak trees, camphor trees, cabbage palms and saw palmetto bushes.

The property was approved for a Future Land Use change from Low Density Residential to Medium Density Residential in 2020. In addition, the applicant was approved for a zoning change from R-1

to Planned Unit Development. The ordinance for the approved Planned Unit Development (05-2020) is included in the packet.

Development Plan

The submitted construction plans include 14 residential lots that have a minimum lot size of 60 feet in width and 6,000 square feet in lot area. All of the dwelling units will be a minimum of 1,200 square feet with an enclosed garage.

Ingress, Egress and Circulation

Access shall be provided off of Vermont Avenue. A 6' sidewalk shall also be provided along Vermont Avenue adjacent to the subdivision. Each individual unit shall have a minimum of two parking spaces including an enclosed garage that is a minimum of 10' * 20'.

Drainage Retention

The drainage retention area is shown in the northeastern portion of the site and has been reviewed and approved by the City's stormwater consultant. The project's Civil Engineer, William Schaefer with the Dominion Engineering Group, will self-certify pursuant to the requirements set forth by the Florida Department of Environmental Protection.

Landscaping and Buffer Plan

The landscape plan is showing the removal of 1,247 inches of trees. Per code the City requires a mitigation of 440" of trees. The applicant is preserving 6 trees onsite that accounts for 179.5 inches and they will be planting an additional 58 trees for an additional 271 caliper inches in order to comply with the tree planting requirement. In addition, the applicant will provide 9 shrubs per 100 feet along the southern and western perimeters and provide one shade tree per every 50' as required by the approved PUD plan.

A certified arborist shall be hired to evaluate all of the trees to be saved on the site and ensure adequate root area is provided and grade changes and tree protection is not altered during the construction process.

Management of Common Areas

All common areas and stormwater management facilities /drainage areas shall be maintained by a legally established Homeowner's or Property Owner's Association. All finalized legal documents demonstrating the creation of the HOA or POA and its responsibilities must be submitted with the Final Plat submittal for the Graylon Oaks PUD. Regulations regarding Guarantees and Sureties as stipulated in Chapter 101, Article II, Division 5 and Subdivision 5 shall be provided as part of the subdivision approval process.

The Preliminary Plat and Improvement Plan have been submitted to staff and have been approved by the Site Development Review Team. This includes the performance bond as required per the City Land Development Code, Chapter 101, Article II, Division 5, Subdivision V which is enclosed.

Public Facilities Impact

Traffic Impacts

Land Use ¹ (ITE)	Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Proposed							
Residential Condo/TH (ITE 230)	28	5.81	174	0.52	16	0.54	16
Total	-	-	174	-	16	-	16

1. Source: Institute of Transportation Engineers: Trip Generation Manual 9th Edition

Conclusion: The proposed development of 28 dwelling units on the ±3.8-acre site would result in a potential net increase of 30 Annual Average Daily Trips (AADT).

Potable Water Impacts

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	4,200,000
Less actual Potable Water Flows ¹	1,013,000
Residual Capacity ¹	3,187,000
Projected Potable Water Demand from Proposed Project ²	11,130
Residual Capacity after Proposed Project	3,176,870

1. Source: City of Green Cove Springs Public Works Department

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 30 dwelling units x 2.72 persons per du x 150 gal per person

Conclusion: As shown in the table above, the City of Green Cove Springs has the capacity to meet the demands from the estimated impacts resulting from the proposed PUD Rezoning application. Therefore, the proposed PUD rezoning will not exceed the City's adopted LOS or permitted capacity.

Sanitary Sewer Impacts – South Plan WWTP

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	350,000
Current Loading ¹	278,000
Committed Loading ¹	343,000
Projected Potable Water Demand from Proposed Project ²	9,139
Residual Capacity after Proposed Project	-259,139

1. Source: City of Green Cove Springs Public Works Department

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 28 dwelling units x 2.65 persons per du x 120 gal per person

Conclusion: The project site is served by the South Plant Wastewater Treatment Plant (WWTP). As shown in the table above, when factoring in the current loading and the committed loading, this WWTP is over capacity to handle the estimated impacts resulting from the proposed application. The remaining demand will be sent via force main to the Harbor Road plant, where the City has an excess capacity of approximately 700,000 gallons per day. As a result, there is adequate capacity.

Solid Waste Impacts

System Category	LBs Per Day / Tons per Year
-----------------	-----------------------------

Solid Waste Generated by Proposed Project ¹	609 lbs. / 111 tons
Solid Waste Facility Capacity ²	Minimum 3 Years Capacity

1. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (28 dwelling units x 2.72 persons per dwelling unit x 8 lbs. per day) x 365
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 PUD Rezoning 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

Land Use (ITE)	Units	Elem.		Middle		High	
		Rate ¹	Total	Rate ¹	Total	Rate ¹	Total
Proposed							
Condo/TH (ITE 230)	28	0.0329	0.987	0.0099	0.297	0.0205	0.615
Net Generation	-	-	1	-	1	-	1

1. Source: School District of Clay County, Educational Facilities Plan, FY 2018/19-2022/23, based on multifamily

Conclusion: The applicant had reserved capacity until April 2023 but because the project did not move forward the applicant has resubmitted their school concurrency application. The application shall be reviewed and final action shall be taken by the school board prior to the final plat approval.

STAFF RECOMMENDATION

Staff is recommending approval of this request because the application is in compliance with the Comprehensive Plan and is compatible with the surrounding neighborhood.

RECOMMENDED MOTION

Recommend to City Council a motion to approve the preliminary plat and improvement plan for the Graylon Oaks Subdivision subject to the following comments:

1. Subject to the requirements set forth PUD ordinance (O-5-2000).
2. HOA documents shall be provided prior to final plat.

LEGAL DESCRIPTION AS SHOWN OFFICIAL RECORD BOOK 2815, PAGE 524

A PARCEL OF LAND SITUATED IN LOT "C", BLOCK 102, PALMER AND FERRIS TRACT, GREEN COVE SPRINGS, CITY COUNTY, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 44 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF HENRY LENDERS LAND THENCE RUNNING EASTERLY SIX CHAINS AND THIRTY SIX LINKS PARALLEL WITH C10DEVIEW AVENUE TO VERMONT AVENUE, THENCE ALONG THE WEST SIDE OF VERMONT AVENUE NORTHERLY NINETY-SIX FEET, THENCE WESTERLY SIX CHAINS AND THIRTY-SIX LINKS TO H. LENDERS EAST LINE, THENCE SOUTHERLY ALONG LENDERS EAST LINE ONE HUNDRED FEET TO THE PLACE OF BEGINNING; CONTAINING ONE ACRE MORE OR LESS, THE SAME BEING A PORTION OF A CERTAIN FOUR ACRE LOT CONVEYED BY WM. THOMPSON CO MRS. M.E. BEMIS BY DEED DATED DECEMBER 21ST, 1883, RECORDED IN BOOK "L" PAGES 605 & 606 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

LESS EXCEPT OFFICIAL RECORDS BOOK 3331, PAGE 1520, PARCEL 1

A PARCEL OF LAND SITUATED IN LOT "A" AND LOT "B", BLOCK 102, PALMER AND FERRIS TRACT, IN THE TOWN OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT "A", BLOCK 102, PALMER AND FERRIS TRACT IN THE TOWN OF GREEN COVE SPRINGS, AND RUN NORTH 64 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF LOT "A", WHICH IS ALSO THE SOUTH LINE OF THE TOWN OF GREEN COVE SPRINGS, FOR A DISTANCE OF 79.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ON LAST SAID LINE NORTH 64 DEGREES 00 MINUTES 00 SECONDS EAST, 30.17 FEET; THENCE NORTH 20 DEGREES 00 MINUTES 00 SECONDS WEST, 211.16 FEET; THENCE SOUTH 64 DEGREES 00 MINUTES 00 SECONDS WEST, 110.21 FEET TO THE WEST LINE OF SAID LOT "B"; THENCE ON LAST SAID LINE, AND ON THE WEST LINE OF SAID LOT "A", SOUTH 20 DEGREES 00 MINUTES 00 SECONDS EAST, 100.55 FEET; THENCE NORTH 64 DEGREES 00 MINUTES 00 SECONDS EAST, 79.83 FEET; THENCE SOUTH 20 DEGREES 00 MINUTES 00 SECONDS EAST, 110.61 FEET TO THE POINT OF BEGINNING.

GRAYLON OAKS (PUBLIC ROADS) FOR GRAYLON OAKS LAND TRUST

VERMONT AVENUE
GREEN COVE SPRINGS, FLORIDA

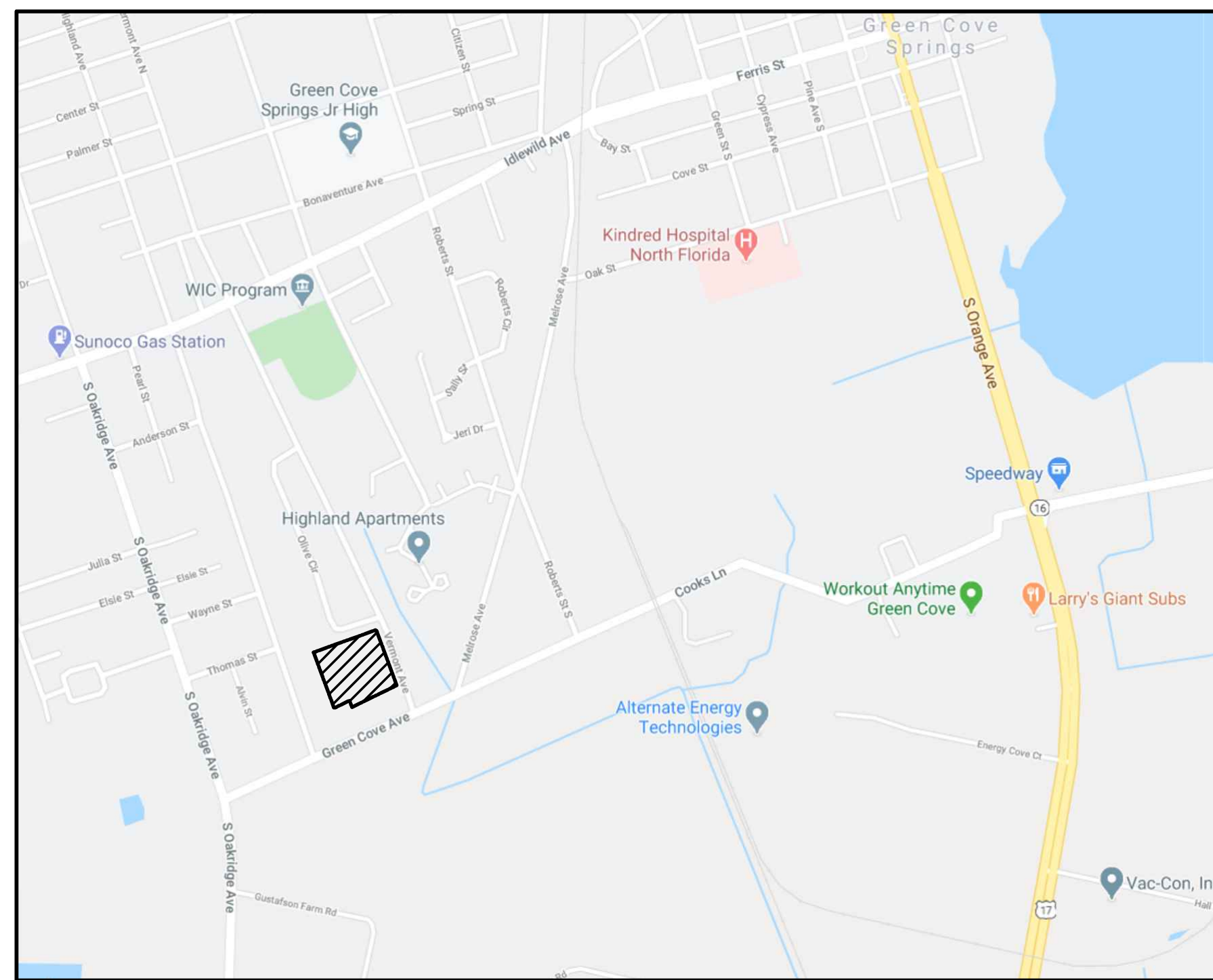
PROJECT OWNER AND CONSULTANTS

OWNER: GRAYLON OAKS LAND TRUST
4279 CEDAR ROAD
ORANGE PARK, FLORIDA 32065
CONTACT: BRENT WHITE
TEL: (904) 219-8358

ENGINEER: DOMINION ENGINEERING GROUP, INC.
4348 SOUTHPPOINT BLVD, SUITE 201
JACKSONVILLE, FLORIDA 32216
CONTACT: MIKE BOWLES
TEL: (904) 854-4500 FAX: (904) 854-4505

LANDSCAPE: GODARD DESIGN ASSOCIATES, INC
541 OLEANDER STREET
NEPTUNE BEACH, FLORIDA 32266
CONTACT: BRETT GODARD
TEL: (904) 247-7729

SURVEYOR: BARTRAM TRAIL SURVEYING, INC.
1501 COUNTY ROAD 315, SUITE 106
GREEN COVE SPRINGS, FL 32043
CONTACT: XXXXXXXX
TEL: (904) 284-2224



LOCATION MAP
N.T.S.



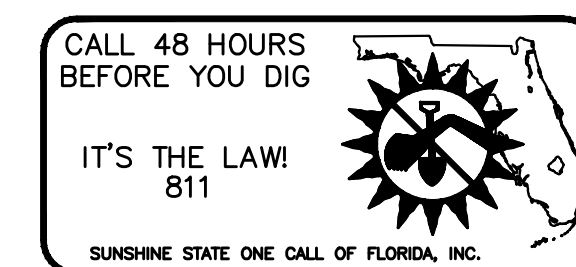
INDEX OF DRAWINGS

- T-1 COVER SHEET
- C1 PRE DEVELOPMENT PLAN
- C2 GEOMETRY PLAN
- C3 PAVING AND DRAINAGE PLAN
- C4 MASTER UTILITY PLAN
- C5 PLAN AND PROFILE
- C6 EROSION CONTROL PLAN
- C7-C8 PAVING AND DRAINAGE DETAILS
- C9 GENERAL NOTES
- C10 CLAY COUNTY GENERAL NOTES
- C11 SWPPP-CONTRACTORS REQUIREMENTS
- C12 EROSION AND SEDIMENT CONTROL DETAILS
- C13 SWPPP-CONTRACTORS CERTIFICATIONS
- C14 MAINTENANCE OF TRAFFIC
- C15 STANDARD WATER AND SEWER SYSTEM NOTES
- C16 STANDARD WATER SYSTEM DETAILS
- C17 STANDARD WATER SERVICE DETAILS
- C18 STANDARD LOCATOR WIRING INSTALLATION
- C19 STANDARD SEWER SYSTEM DETAILS
- C20 STANDARD GRAVITY SEWER SERVICE DETAILS
- L1 TREE REMOVAL/PRESERVATION PLAN
- L2 LANDSCAPE GENERAL NOTES
- L3 LANDSCAPE PLAN
- L4 LANDSCAPE SPECIFICATIONS



REGISTRY No. 26821

PIN # 38-06-26-016748-000-00

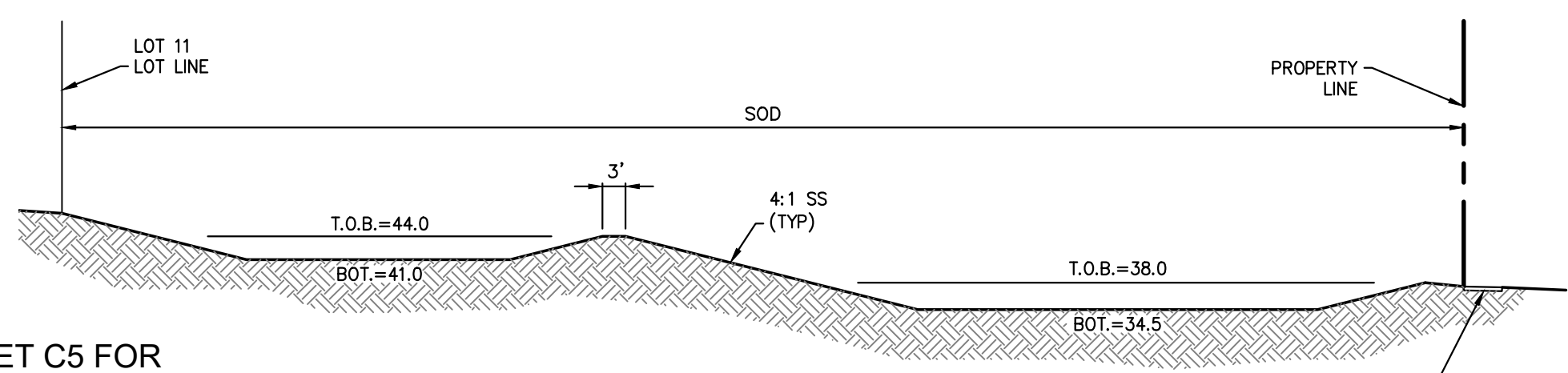


REVISIONS	
FDEP 10-2 SUBMITTAL	06/15/2020
BID SET	08/18/2020
COUNTY SUBMITTAL 1	12/15/2020
COUNTY SUBMITTAL 2	01/11/2022
COUNTY SUBMITTAL 3	06/03/2022
COUNTY SUBMITTAL 3	08/08/2022

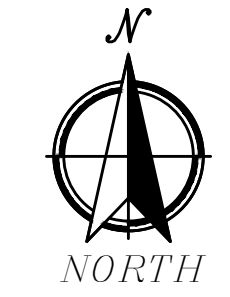
WILLIAM E. SCHAEFER, P.E.
FLA. REGISTERED ENGINEER # 40229

DEG JOB No. 2103.007 (GRAYLON OAKS)

Structure Table	
Structure Name	Structure Details
S1 DBL CURB INLET	RIM = 45.25 INV OUT = 41.75
S2 CURB INLET	RIM = 45.50 INV IN = 41.65 INV OUT = 41.65
S3 STORM MANHOLE	RIM = 47.50 INV IN = 41.30 INV OUT = 41.10
S4 24" MES	INV IN = 41.00
S5 CURB INLET	RIM = 37.65 INV OUT = 35.40
S6 CURB INLET	RIM = 37.55 INV IN = 35.30 INV OUT = 34.60
S7 STORM MANHOLE	RIM = 39.20 INV IN = 34.30 INV OUT = 34.30
S8 18" MES	INV IN = 34.20
S9 OUTFALL STRUCTURE	SEE SHEET C7
S10 OUTFALL STRUCTURE	SEE SHEET C7
S11 12"x18" FDOT HEADWALL	INV IN = 34.00

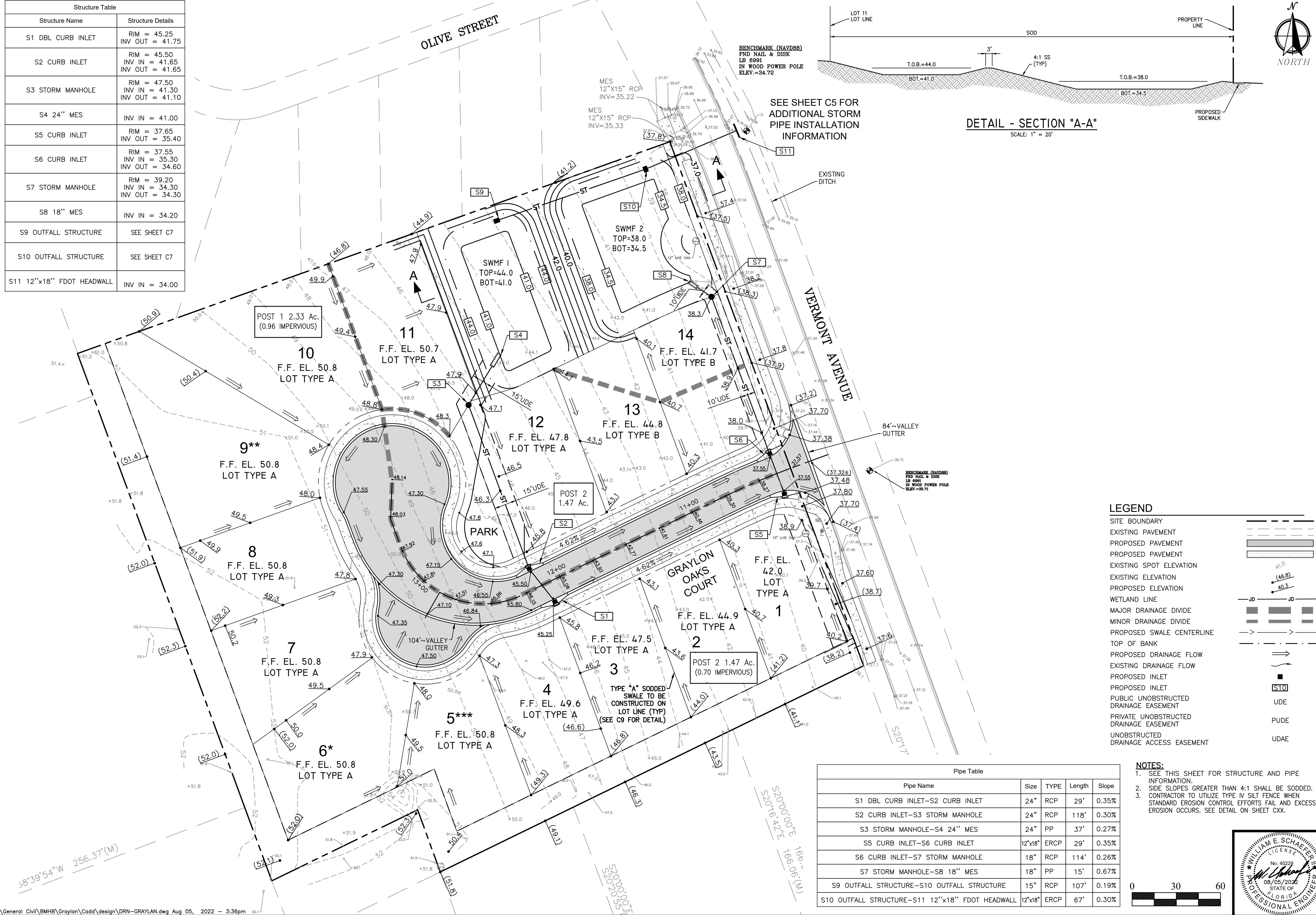


DETAIL - SECTION "A-A"
SCALE: 1" = 20'



DOMINION ENGINEERING GROUP, INC.
PLANNERS AND ENGINEERS
4348 SOUTHPOINT BLVD, SUITE 204, JACKSONVILLE, FLORIDA 32216
TEL: 904-854-4500 C.A. NUMBER: 26821 FAX 904-854-4505
www.dom-eng.com

GRAYLON OAKS
FOR
GRAYLON OAKS LAND TRUST
PAVING AND DRAINAGE PLAN



LEGEND

SITE BOUNDARY	---
EXISTING PAVEMENT	▨
PROPOSED PAVEMENT	▨
EXISTING SPOT ELEVATION	41.0
PROPOSED SPOT ELEVATION	(46.8)
EXISTING ELEVATION	40.3
PROPOSED ELEVATION	40.3
WETLAND LINE	—W—
MAJOR DRAINAGE DIVIDE	—M—
MINOR DRAINAGE DIVIDE	—m—
PROPOSED SWALE CENTERLINE	—S—
TOP OF BANK	—T—
PROPOSED DRAINAGE FLOW	→
EXISTING DRAINAGE FLOW	→
PROPOSED INLET	S10
PROPOSED INLET	S10
PUBLIC UNOBSTRUCTED DRAINAGE EASEMENT	UDE
PRIVATE UNOBSTRUCTED DRAINAGE EASEMENT	PUDE
UNOBSTRUCTED DRAINAGE ACCESS EASEMENT	UDAE

- NOTES:**
- SEE THIS SHEET FOR STRUCTURE AND PIPE INFORMATION.
 - SIDE SLOPES GREATER THAN 4:1 SHALL BE SODDED. CONTRACTOR TO UTILIZE TYPE IV SILT FENCE WHEN STANDARD EROSION CONTROL EFFORTS FAIL AND EXCESSIVE EROSION OCCURS. SEE DETAIL ON SHEET CXX.

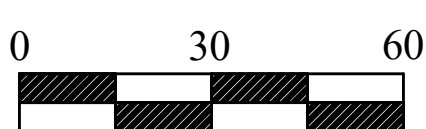
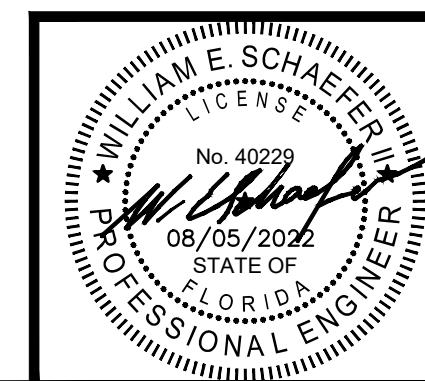
Pipe Table

Pipe Name	Size	TYPE	Length	Slope
S1 DBL CURB INLET-S2 CURB INLET	24"	RCP	29'	0.35%
S2 CURB INLET-S3 STORM MANHOLE	24"	RCP	118'	0.30%
S3 STORM MANHOLE-S4 24" MES	24"	PP	37'	0.27%
S5 CURB INLET-S6 CURB INLET	12"x18"	ERCP	29'	0.35%
S6 CURB INLET-S7 STORM MANHOLE	18"	RCP	114'	0.26%
S7 STORM MANHOLE-S8 18" MES	18"	PP	15'	0.67%
S9 OUTFALL STRUCTURE-S10 OUTFALL STRUCTURE	15"	RCP	107'	0.19%
S10 OUTFALL STRUCTURE-S11 12"x18" FDOT HEADWALL	12"x18"	ERCP	67'	0.30%

REVISIONS

NO.	DATE	DESCRIPTION

PLOT DATE:
DRAWN BY: JMM
DESIGNED BY: WES
CHECKED BY: WES
SCALE: AS NOTED
JOB NO.:
© LATEST DATE HEREON SHEET NO.



C3

OF



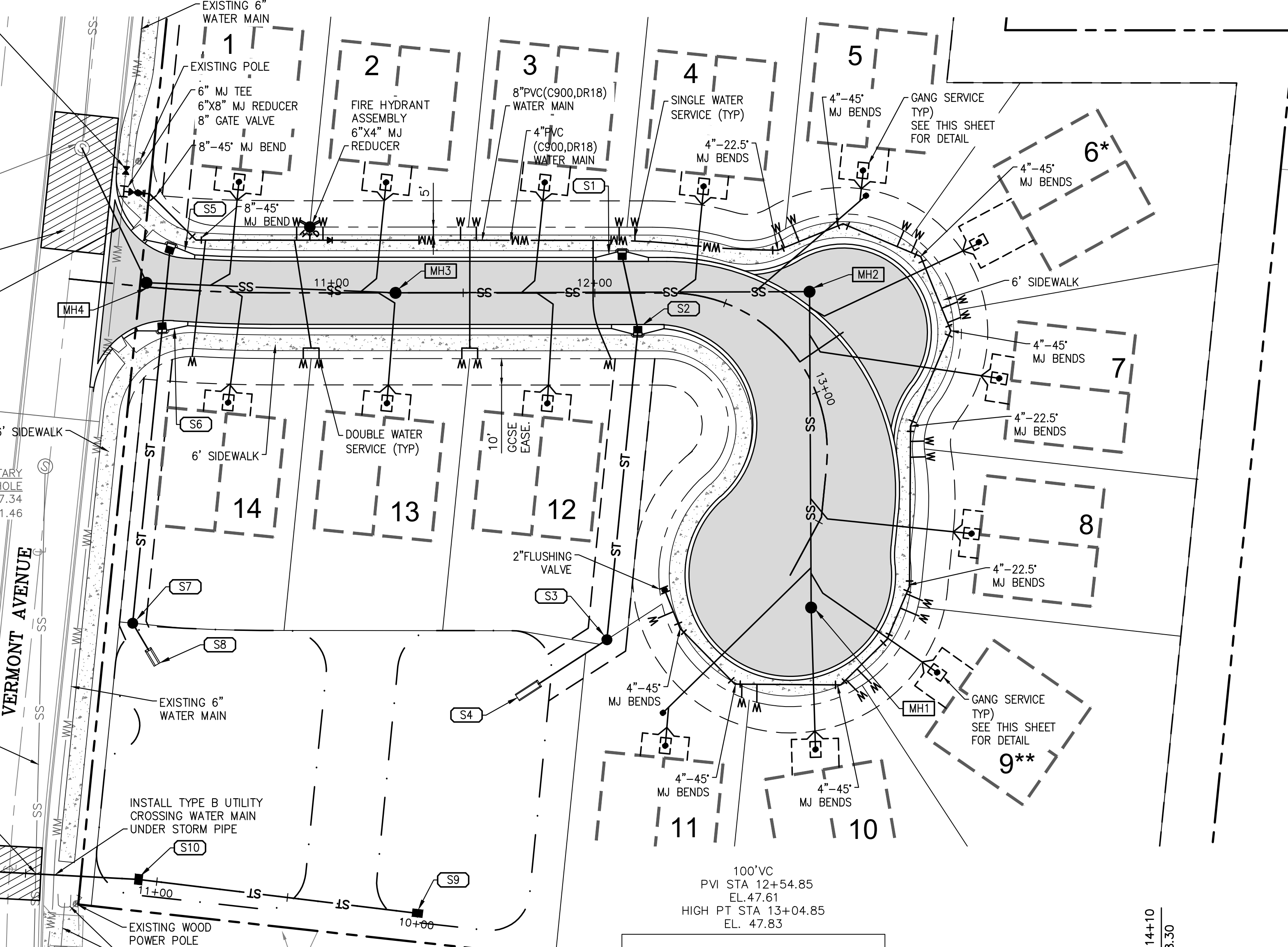
CONTRACTOR TO COORDINATE WITH THE CITY OF GREEN COVE SPRINGS THE INSTALLATION TIME AND NUMBER OF CUSTOMERS AFFECTED BY WATER MAIN SHUT DOWN.

EXIST. SANITARY MANHOLE RIM=37.69 8" PVC INV(SE)=33.51 CORE EXISTING MANHOLE AT EL. 33.6 CASE X PAVEMENT REPAIR (SEE DETAIL ON SHEET C9) INSTALL TYPE B UTILITY CROSSING WATER MAIN UNDER SEWER PIPE EXISTING WATER SERVICE (CONTRACTOR TO VERIFY LOCATION PRIOR TO CONSTRUCTION) 6' SIDEWALK

SEE SHEET C13 FDOT INDEX 102-603 MAINTENANCE OF TRAFFIC FOR DRIVEWAY AND UTILITY CONNECTION ON VERMONT AVE.

EXISTING 8" SEWER MAIN STORM PIPE OVER EXISTING SEWER MAIN CASE X PAVEMENT REPAIR (SEE DETAIL ON SHEET C8) S11

CONTRACTOR TO COORDINATE WITH THE CITY OF GREEN COVE SPRINGS THE INSTALLATION TIME AND NUMBER OF CUSTOMERS AFFECTED BY WATER MAIN SHUT DOWN.

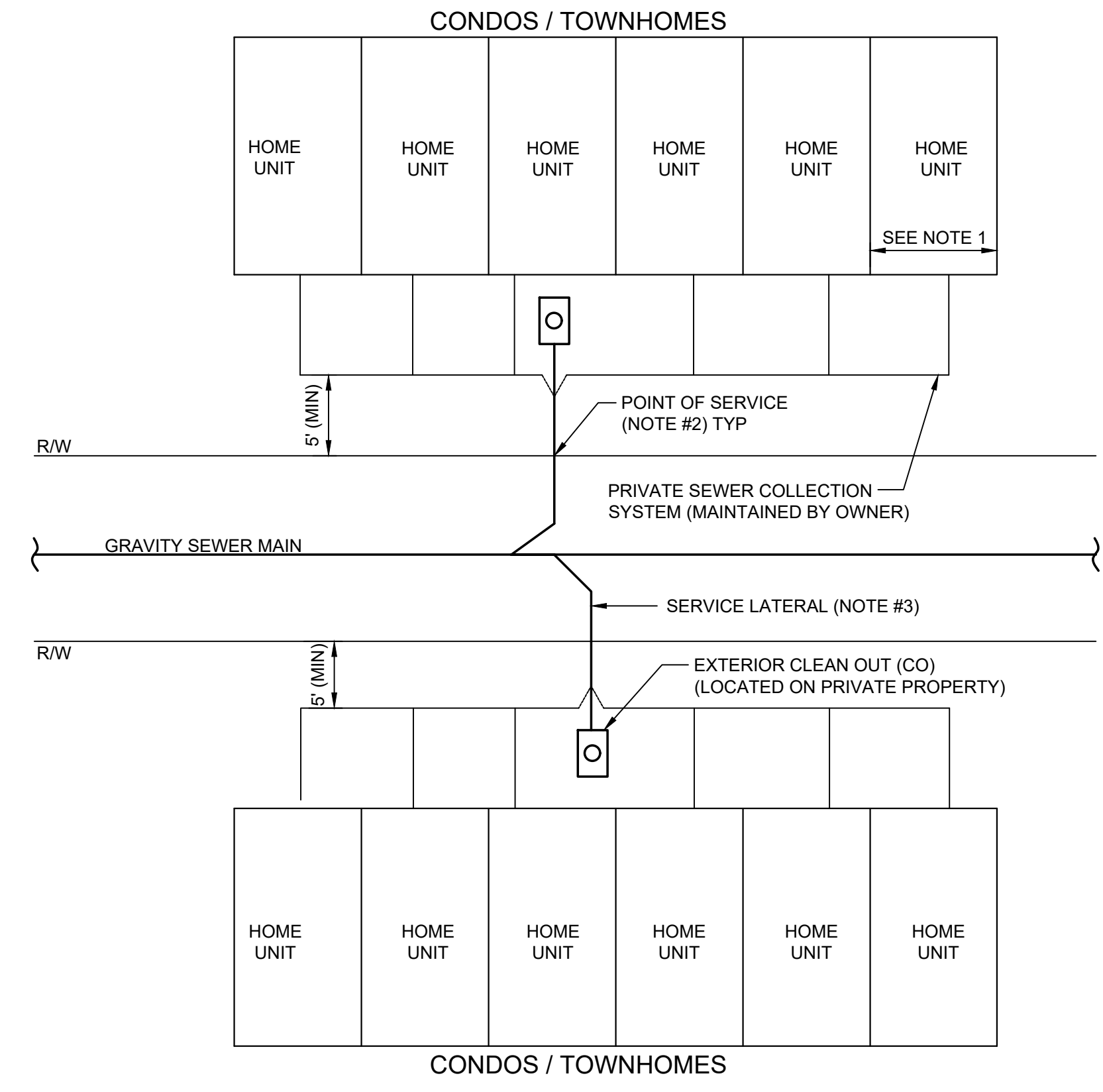


LEGEND

- PROPOSED PAVEMENT
EASEMENT
PROPOSED STORM WATER
PROPOSED SANITARY SEWER
EXISTING WATER MAIN
PROPOSED WATER MAIN
PROPOSED FIRE HYDRANT
PROPOSED WATER METER
PROPOSED GATE VALVE
PROPOSED REDUCER
PROPOSED SEWER MANHOLE
STORM WATER STRUCTURE
PROPOSED SANITARY SEWER MANHOLE
SOIL BORING
SAMPLING POINT

WATER AND SEWER NOTES

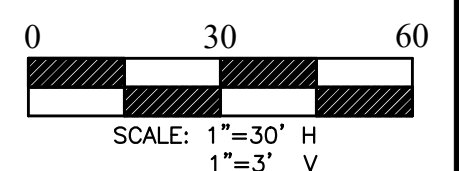
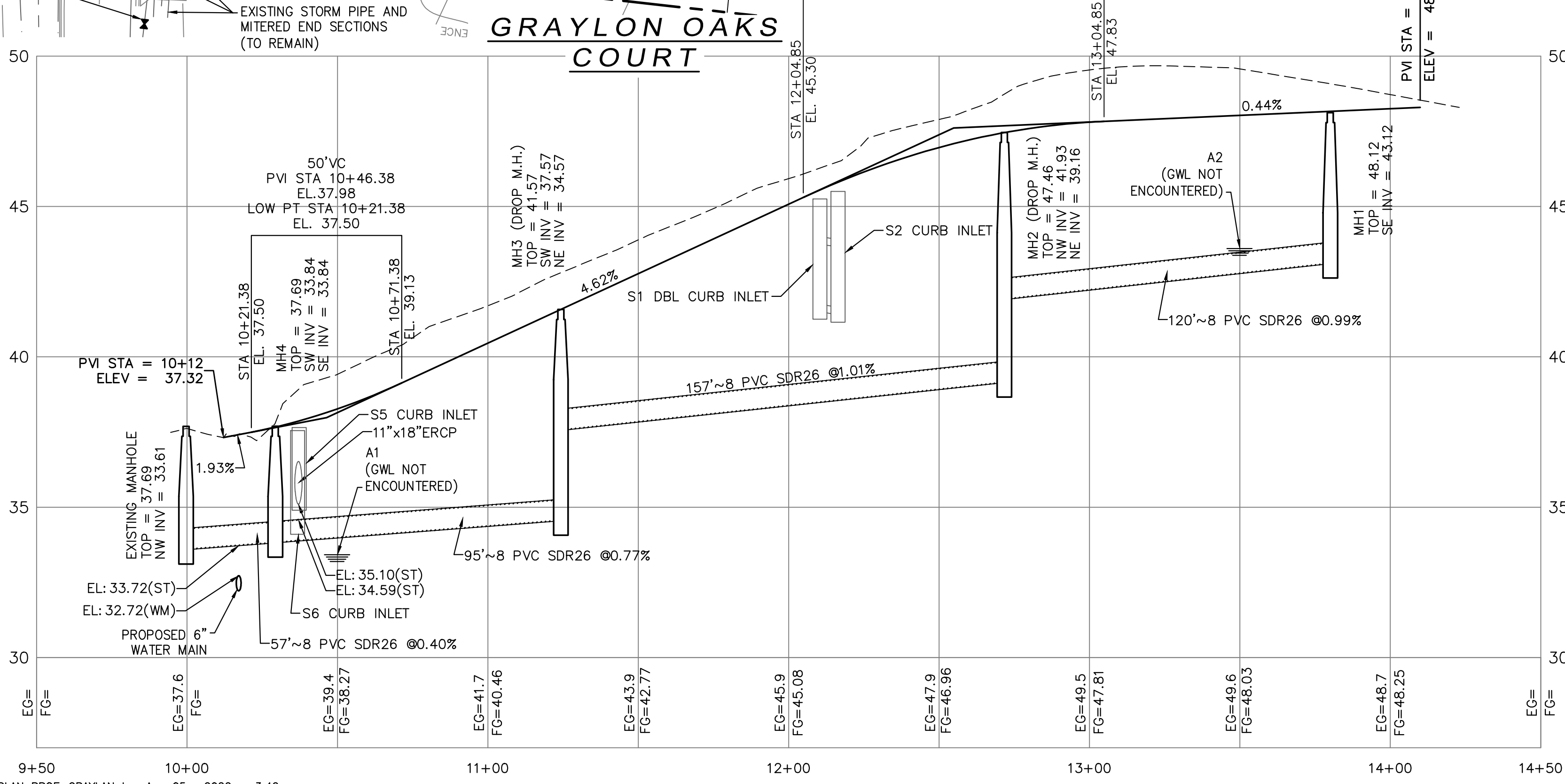
- 1. ALL WATER AND SEWER CONSTRUCTION SHALL COMPLY WITH THE LATEST CITY OF GREEN COVE SPRINGS CONSTRUCTION STANDARDS AND SPECIFICATIONS.
2. MAINTAIN A MINIMUM OF 3' HORIZONTAL SEPARATION BETWEEN STORMWATER STRUCTURES & WATER MAIN.
3. CONTRACTOR TO VERIFY ALL EXISTING UTILITIES LOCATION AND ELEVATIONS PRIOR TO CONSTRUCTION. CONTRACTOR TO IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES



NOTES:

- 1. THIS STANDARD MAY APPLY TO CONDOS AND/OR TOWNHOMES WITH PRIVATE LOT LINES LESS THAN 40 FEET WIDE.
2. THE "POINT OF SERVICE" (POS) SHALL BE DEFINED AT THE R/W LINE FOR ALL LATERALS. GREEN COVE SPRINGS WILL ONLY BE RESPONSIBLE FOR O&M (EXCLUDING STOPPAGES) BEGINNING AT THE P.O.S. TO THE MAIN (60 FEET MAX). THEREFORE, O&M RESPONSIBILITY BETWEEN THE P.O.S. AND THE CUSTOMER IS BY OTHER (HOME OWNER ASSOCIATION OR OTHER). CUSTOMER WILL CONTINUE TO BE RESPONSIBLE FOR FREE FLOW OF SEWAGE BETWEEN CUSTOMER TO MAIN.
3. SERVICE LATERALS BETWEEN MAIN AND R/W SHALL BE 6" SDR-26 (PVC) AT 1/4" SLOPE, AT A MINIMUM, AND SERVE A MAXIMUM OF 6 HOME UNITS. ENGRAVE AN "S" IN CURB TO SHOW LOCATION OF LATERAL. MANHOLE SHALL BE REQUIRED AT THE MAIN IF THE LATERAL IS LARGER THAN 6 INCH SIZE. LARGER LATERALS SHALL BE SIZED BY DESIGN ENGINEER. ALL PIPING ON PRIVATE PROPERTY SHALL MEET LOCAL PLUMBING CODE REQUIREMENTS AND BE MAINTAINED BY OWNER. ALL CLEANOUTS LOCATED IN PAVED AREAS SHALL BE CAST IRON FRAME AND TOP.

GANG SEWER SERVICES FOR CONDOS AND TOWNHOMES



DOMINION ENGINEERING GROUP, INC.
PLANNERS AND ENGINEERS
4348 SOUTHPOINT BLVD, SUITE 204, JACKSONVILLE, FLORIDA 32216
TEL: 904-854-4500 C.A. NUMBER: 26821 FAX 904-854-4505
www.dom-eng.com

GRAYLAN OAKS FOR GRAYLAN OAKS LAND TRUST
PLAN AND PROFILE

Table with columns for REVISIONS, PLOT DATE, DRAWN BY, DESIGNED BY, CHECKED BY, SCALE, JOB NO., and SHEET NO. (C5).

OUTLINE SPECIFICATIONS FOR CONSTRUCTION OF SEWAGE COLLECTION SYSTEM

01. INTENTION. It is the declared and acknowledged intention to secure a new sewerage system, complete, in accordance with the plans, specifications, and contract documents. All new work shall be in accordance with the City of Green Cove Springs Specifications and Details and with C.G.C.S. Approved Materials Manual and C.G.C.S. Public Works Department Details and Specifications and any other Government Regulatory Agency. All work shall conform to the above whether or not specifically called out or noted on the plans.

02. GENERAL. All materials shall be of those listed in the C.G.C.S. Approved Materials Manual. The installation shall be warranted by the Contractor as to materials, workmanship and accuracy of the As-built drawings for a period of two years from the date of completion of the work or beneficial use of the facilities. Workmanship shall be of good quality; i.e., sewers shall be laid true to line and grade, fittings shall be properly installed and restrained, trench shall be properly excavated and backfilled, manholes shall be installed at locations and to elevations shown on the plans.

02.1 CONTRACTOR LICENSE AND APPROVAL. Utility reserves the right to approve or deny approval of contractor prior to construction of any on-site or off-site utility facilities. Contractor must hold a State of Florida Under Ground Utility Contractors license, that named contracting company being the one doing the work on project, and demonstrate acceptable experience in the field of utility construction.

03. SURVEYS. The Utility Contractor shall provide all surveys necessary for the layout and construction of the work of his contract.

04. EARTHWORK. Earthwork shall include all excavation, fill and backfill (hand/machine), compaction and rough grading of materials encountered. No unsuitable materials clay, muck, or peat removed from pipe trenches are to be used for backfill. All fill or backfill shall be either sand or sandy clay, free of roots, trash or other debris. All backfill alongside of and to a height twenty-four inches above all pipe shall be free of clay or organic material, compacted in lifts, the first of which shall be to the spring line of the pipe by either hand or machine operation carefully to 98% (outside of paving), 98% (under paving) of its optimum moisture content as determined by ASTM D698, latest. Copies of compaction density test reports from a licensed testing agency shall be made available to C.G.C.S. if requested.

05. MANHOLES. Manhole bases, sections and cones shall conform to the requirements of ASTM C478, Specifications for Precast Reinforced Concrete Manhole Sections. Cement shall meet the requirements of ASTM C150, Specifications for Portland Cement, Type II. Concrete shall meet the minimum requirements for Class "A" Concrete Work. Minimum wall thickness shall be 1/12 the inside diameter in inches plus one (1) inch. Bases for manholes shall be cast integrally with the bottom manhole section. Joint contact surfaces shall be formed with machined operation carefully to 98%. All other backfill shall be compacted by either hand or machine operation carefully to 95% (outside of paving), 98% (under paving) of its optimum moisture content as determined by ASTM D698, latest. Copies of compaction density test reports from a licensed testing agency shall be made available to C.G.C.S. if requested.

05.1 CAST IRON MANHOLE FRAMES AND COVERS. Cast iron manhole frame and covers shall be in accordance with drawings and shall meet the requirements of ASTM A48, Specifications for Gray Iron Castings, Class No. 30, or Grade 65-45-12, Ductile Iron meeting the requirements of ASTM A536, Standard Specification for Ductile Iron Castings. In either case, manhole frame and cover shall be

designed to withstand an HS20-44 loading defined in the AASHTO Specifications. Frames and covers shall be machined or ground at touching surfaces so as to seat firmly and prevent rocking.

05.2 FLEXIBLE MANHOLE CONNECTOR. All connections between sewer pipe and pre-cast concrete manholes shall be accomplished by a Flexible Connector, "Kor-N-Seal", as manufactured by National Pollution Control Systems, Inc. or approved equal.

05.3 FLOW CHANNELS. Flow channels in manhole bases shall be formed of D.O.T. Class I, Type I cement grout with brick or rubble and trowel to a smooth surface finish. Grout surface shall be 1" min. thickness over brick or rubble. While the manholes are under construction, cut off pipes at inside face of the manhole and construct the invert to the shape and size of pipe indicated. All inverts shall provide a constant gradient from influent pipe to effluent pipe through manhole. Changes in direction of the sewer and entering branch or manhole shall be made in smooth curves of the largest possible radius which is tangent to the center lines of adjoining pipelines.

05.4 DROP INLETS. Where shown on the drawings, drop inlets to the manholes shall be constructed as shown on the drawings and specified herein.

06. POLYVINYL CHLORIDE PIPE. Polyvinyl Chloride Sewer Pipe shall conform to the requirements of ASTM D-3034, SDR 26. The PVC compound conforming to ASTM D-1784. All pipe shall be clearly marked in 5 Ft. intervals or less, indicating manufacturer's name, nominal size, class classification and legend. Joints shall be push-on rubber gasketed, and shall be installed in accordance with recommended practice ASTM D-2321. Maximum depth of gravity sewer without prior approval shall be 15 feet. Sewers over 15' in depth shall be DR-18 P.V.C. pipe and shall have C.G.C.S. approval prior to design or installation of said sewer.

07. PIPE BETWEEN MANHOLES. All piping installed between manholes shall be the same material and class. No diameter pipe material will be allowed anywhere within a single run of pipe.

08. SANITARY SERVICE LATERALS. Sanitary service laterals shall be Polyvinyl Chloride Pipe conforming to the requirements of ASTM D-3034, SDR 26 where cover over top of pipe is 36 inches or greater. Where cover over top of pipe is less than 36 inches, specific construction conditions shall be directed by the City of Green Cove Springs. All sanitary service laterals shall be a minimum of 4"-0" deep at the right-of-way line to top of pipe. Any sanitary service lateral which must be more than 5'-0" deep shall not be installed prior to obtaining permission from the C.G.C.S. field inspector or C.G.C.S. Public Works Department. All sanitary service laterals shall be 6-inch diameter from the main to the right-of-way line with a minimum slope of 0.60X (0.6 feet per hundred feet). In single family residential developments, service laterals shall be 4" in size and terminated at the property line with a cleanout constructed of a PVC pipe and bend with a maximum angle of 45 degrees (see Standard Sewer System General Detail) utilizing the proper fittings for the type of pipe specified.

09. FORCE MAINS. Force mains shall be C900 DR-18 PVC and conform to the requirements of ASTM D-1784, D-2241. Force mains shall be color coded and marked "FORCE MAIN" on at least two sides and at every 12' along the barrel of the pipe. Ductile iron pipe for force main service shall be polylined. Ductile iron pipe is not to be used without prior approval of the City of Green Cove Springs. Fittings shall be C110 gray iron and shall be polylined. Force mains less than 3" shall be SCH-80 PVC. All force mains shall be installed with tracer wire per C.G.C.S. standard location wire details.

09.1 LIFT STATION VALVES. Pump valves shall be Dezurik, Clow or M&H, with full port opening. Check valves shall be M&H, Mueller or American Darling.

09.2 FORCE MAIN VALVE. Gate valve, resilient seated, some as specified in Water Distribution System Specifications Section 12 below. Except valve bodies shall be gray iron. Gate valve shall have the word "SEWER" cast into the cover.

09.3 FORCE MAIN JOINT RESTRAINT. All fittings shall be properly and adequately restrained against lateral movement at all force main tees, crosses, valves and bends. Restrainers shall be Uni-Flange Series 1300, 1350, 1390 or approved equal installed per manufacturer's recommendations and C.G.C.S. standard details and specifications.

OUTLINE SPECIFICATIONS FOR CONSTRUCTION OF WATER DISTRIBUTION SYSTEM

01. INTENTION. It is the declared and acknowledged intention to secure a new water distribution system, complete, in accordance with the plans and specifications, and contract documents. All new work shall be in accordance with the City of Green Cove Springs Specifications and Details and with C.G.C.S. Public Works Department Details and Specifications and any other Government Regulatory Agency. All work shall conform to the above whether or not specifically called out or noted on the plans.

02.1 CONTRACTOR LICENSE AND APPROVAL. Utility reserves the right to approve or deny approval of contractor prior to construction of any on-site or off-site utility facilities. Contractor must hold a State of Florida Under Ground Utility Contractors license, that named contracting company being the one doing the work on project, and demonstrate acceptable experience in the field of utility construction.

02. GENERAL. All materials shall be of those listed in the C.G.C.S. Approved Materials Manual. Materials shall be warranted by the Contractor as to materials, workmanship and accuracy of As-built drawings for a period of two years from the date of completion of the work or beneficial use of the facilities. Workmanship shall be of good quality; i.e., mains shall be laid in a uniform alignment, fittings shall be properly restrained, trenches shall be properly excavated and backfilled, manholes shall be installed with valve boxes shall be adjusted to finished grade. All water mains shall be installed with tracer wire per C.G.C.S. standard location wire details.

03. SURVEYS. The Utility Contractor shall provide all surveys necessary for the layout and construction of the work of his contract.

04. EARTHWORK. Earthwork shall include all excavation, fill and backfill (hand/machine), compaction and rough grading of materials encountered. No unsuitable materials clay, muck, or peat removed from pipe trenches are to be used for backfill. All fill or backfill shall be either sand or sandy clay, free of roots, trash or other debris. All backfill alongside of and to a height twenty-four inches above all pipe shall be free of clay or organic material, compacted by either hand or machine operation carefully to 98%. All other backfill shall be compacted by either hand or machine operation carefully to 95% (outside of paving), 98% (under paving) of its optimum moisture content as determined by ASTM D698, latest. Copies of compaction density test reports from a licensed testing agency shall be made available to C.G.C.S. if requested.

05. JOINT RESTRAINT. All fittings shall be properly and adequately restrained against lateral movement at all water main tees, crosses, valves bends and fire hydrants. Restrainers shall be Uni-Flange Series 1300, 1350, 1390 or approved equal installed per manufacturer's recommendations and C.G.C.S. Details and Specifications.

06. DUCTILE IRON PIPE. Ductile iron pipe shall conform to ANSI Specification A21.50 (AWWA C150) latest. "Thickness Design of Ductile Iron Pipe", Table 50.5, laying condition type 2, internal operating pressure of 250 p.s.i. for an 8-foot depth of cover, Class 51 minimum and shall be ANSI Specification A21.51 (AWWA C151), latest centrifugally cast pipe. Laying lengths shall exceed length clearly marked with pressure rating, thickness be 20 feet or less, class, height of pipe without lining, length, and manufacturer. Ductile iron pipe for water service shall be furnished with cement lining per AWWA C110, C115 and C151. The pipe shall have design values of 60,000 P.S.I. minimum tensile strength, and 42,000 P.S.I. minimum yield strength. Ductile iron pipe for water or service lines shall be used in any easement, right-of-way, between lots, and any instance where a building foundation or other permanent appurtenance is within 10' of the water main or a service line larger than 3".

07. DUCTILE IRON FITTINGS shall be C155 cement lined and suitable for the type and class of pipe to which connected. Gaskets shall be suitable for potable, domestic water service. Minimum working pressure shall be 150 P.S.I.

08. POLYVINYL CHLORIDE PIPE. Polyvinyl chloride pipe for water mains 4 inch in diameter and larger, shall be P.V.C. C900, DR-18, conforming to ASTM D-1784, D-2241, D-3139 and F-477, latest, and shall bear the seal of the National Sanitation Foundation. Pipe shall be color coded and marked on at least 2 sides with the word "WATER" and at every 12' along the barrel of the pipe. Couplings shall be rubber gasketed, push-on type conforming to ASTM D-2122. DR-18 shall be used for fire mains.

09.4 FORCE MAIN PIPE FLUSHING. All force main piping shall be flushed clean with water utilizing full pipe diameter flushing for all piping up to and including 8" diameter.

10. INSTALLATION. All sewer lines, manholes, and appurtenances shall be constructed to the dimensions and elevations indicated on the drawings. Trenches shall be excavated to a width approximately twelve inches greater than the outside diameter of the pipe. Machine excavation shall be to a depth one-fourth pipe diameter above proposed pipe grade; the remaining depth shall be hand excavated and shaped to give full support to the lower one-fourth of each pipe. Each section of pipe shall be inspected for defects prior to being lowered into the trench. The inside of each bell and the outside of each spigot shall be thoroughly cleaned of all foreign matter prior to making the joint. All sewer lines shall be constructed with the spigot ends pointing in the direction of the flow. Both the bell and the spigot of each joint shall be lubricated with the lubricant recommended by the pipe manufacturer. All sewer lines shall be cleaned of foreign matter as construction progresses, and shall be in a clean condition upon completion of construction operations. Pipe materials shall remain the same on runs between manholes and / or other structures.

11. INSPECTIONS. Each section of the completed sewer system shall be inspected for proper alignment. Inspection shall consist of "tamping" from manhole to manhole. Any section of the sewer system which does not display true, concentric alignment shall be reinstated at no additional expense to the Owner. A written log of inspection shall be kept indicating location of test, potential problems in sewer, dips and depth of water, service locations, and other irregularities in the pipe lines. A video tape in VCR format shall be made of the television inspection and submitted to the Engineer, and the City of GCS. Copies of compaction density test reports from a licensed testing agency shall be made available to City of GCS if requested.

11.1 Television inspection will be required on all new gravity sewers constructed. This service shall be provided by the Contractor as part of this Contract. The newly constructed sewers shall be televised in the presence of the Inspector of the City of GCS. A full report as to the condition of pipe, type, depth, location, services, length, type, joint and distance between manholes, etc. shall be furnished to the City of GCS Inspector prior to the final acceptance of the system. Any pipe found to be cracked, leaking or otherwise defective shall be removed and replaced with new pipe at no additional cost to the Owner. Deflection testing with 7.5X mandrel also required. Any section not passing the mandrel test shall be corrected. Sewer mains shall be televised after curb and line rock are in place but prior to subgrade mixing operation and limerock installation, finish graded and compacted. Sewer service shall be viewed by a camera capable of viewing into service lateral connections. Adequate water must be placed within the upstream manhole to flow through the downstream manhole before inspecting with the camera. All work must be accomplished in the presence of the City of GCS Inspector and a 48 hr notice must be provided. Contractor shall provide City of GCS with 48 hr. notice of intent to televise and inspect sewer main. City of GCS Inspector shall report to job site at the time specified by contractor at the time of the call-in. City of GCS inspectors will not be on the job site no more than one hour for the televising to begin before leaving the job site. Contractor shall reschedule televising giving City of GCS 48 hrs. notice if the above occurs.

11.2 TEST, INFILTRATION: After completion, the sewers or sections thereof, shall be tested and gauged for infiltration. To check the amount of infiltration, the Contractor shall at no added compensation over the contract price for the sewers, shall furnish, and install and maintain a V-notch sharp crested weir in a wood structure in sanitary sewers as directed by the Engineer. Maximum allowable infiltration shall be 50 gallons per mile, per inch of dia. of sewer per 24 hour day at any time.

11.3 TEST, EXFILTRATION: In areas where ground water is not encountered in sewer construction, or if it is desired to run exfiltration tests, the Contractor shall furnish and install all necessary materials, equipments, shall supply water, etc., and shall run exfiltration tests to determine acceptance of the sewer. The maximum allowable exfiltration shall be 50 gallons per mile per inch of diameter of sewer per 24 hour day at any time based on two foot minimum internal head.

09. STEEL CASING PIPE. Steel casing pipe shall be of size indicated on the Drawings and shall conform to ASTM A139, with a minimum yield strength of 35,000 p.s.i.

10. POLYETHYLENE PIPE shall be SDR 9, AWWA C901, ASTM D2737, PE 3408, colored blue, NSF Seal, with Type 316 stainless steel inserts. Fittings shall be suitable for type of installation required. All piping smaller than 4" shall be Polyethylene.

11. GATE VALVES AND BOXES. Gate valves shall be non-rising stem type and shall be suitable for a 200 p.s.i. non-shock working pressure. Gate valves shall be mechanical joint, flanged or screwed. Gate valves shall have a 2" operating nut and open left. Gate valves shall have joints suitable for the type main on which installed. Valves 2" & 3" shall be iron body, bronze fitted (gate valves mains only). Valves 4" and larger shall be iron body, bronze fitted with resilient seat. Valves shall be of domestic (American) manufacture and shall be A.F.C., M&H, Mueller or approved equal. Valves 16" and larger shall be AWWA C-509, M&H Valve Co. Main valves, 12" and larger, extensions shall be provided for all gate valves. Boxes shall be of cast iron construction, 7/32" minimum wall thickness and shall be nontacky tar enamel coated. The word "WATER" shall be cast in the cover. Other ball valves 2" and smaller shall be Ford Ball Valve or Mueller with F.I.P.T.

12. WATER METER BOXES. Meter boxes for flushing hydrants and 3/4" meters shall be DWF Plastics, Inc., model DW3K-12-3J. Meter boxes for 1" meters shall be DWF Plastics, Inc., model DW37C-12-3J. Meter boxes for 1 1/2" and 2" meters shall be DWF Plastics, Inc., model DW1730C-12-3J. Developer shall be responsible for installation of meter boxes on all water services as part of the water main installation. All curb stops shall be proper elevation and shall be accessible for the installation of the water meter. The contractor shall be required to open all boxes for the C.G.C.S. inspector at the final inspection. A treated 6"-6" fence post marker shall be pointed blue for identification.

13. CURB STOPS. Curb stops shall be cast bronze, inverted key stop, roadway, with check, lock wing type, for locking in the closed position. Curb stops shall be Ford Ball Valve or Mueller.

14. CORP STOPS. Corp stops shall be cast bronze, inverted key stop, roadway, with check, lock wing type, for locking in the closed position. Corp stops shall be Ford Ball Valve or Mueller.

15. FIRE HYDRANTS. Fire hydrants shall be traffic type, 150 pound working pressure, AWWA Standard C502, latest revisions, with two 1 1/2" nozzles, one 4 1/2" nozzle and 5 1/4" main valve. Fire hydrant shall be compression type with breakable coupling and bolts. Pipe connection shall be mechanical joint. American Flow Control, AFC B-84-B, painted red w/white bonnets and with 1 1/2" nuts only, opening left.

16. INSTALLATION. The minimum cover over top of potable water main shall be 36" minimum. All water lines and appurtenances shall be thoroughly cleaned of all foreign matter before being lowered into the trench and shall be kept clean during laying operations by means of plugs or other approved methods. All pipe shall be checked for defects before being lowered into the trench. Defective pipe shall not be used. Pipe found to be defective, after installation, shall be removed and replaced with sound pipe at no additional expense to the Owner. The inside of each section of pipe shall rest solidly upon the pipe bed, with recesses excavated to accommodate the bells and joints. All pipe that has the grade or joint disturbed after laying shall be taken up and reinstated. The pipe shall not be laid in water, or when trench or weather conditions are unsuitable for the work. All joints shall be cleaned of all foreign matter before making the joint. Fittings and bends in the pipe shall be properly restrained with joint restrainers adequately sized to prevent movement and dislocating or blowing off when the line is under pressure. Service laterals shall terminate at the point noted in the details.

17. TESTS. After the pipe is laid, the joints completed, and the trench backfilled, the newly laid pipe and appurtenances shall be subjected to a Hydrostatic and Leakage test of 150 pounds per square inch for a period of at least two hours. During this period, all joints shall be inspected to determine water tightness of the system. Any leaks detected shall be corrected. Tests shall be in accordance with the C.G.C.S.'s requirements and specifications. Water main lines shall be pressure tested and approved prior to paving, but not prior to subgrade mixing operation and limerock installation, finish graded and compacted. If C.G.C.S. inspector detects the water main has been damaged during priming or paving he shall require the contractor to repair the water main and retest the water main.

18. STERILIZATION: After completion of construction and testing, the water system shall be sterilized with chlorine in accordance with AWWA Standard C651 latest, and State of Florida Department of Environmental Protection requirements before acceptance for domestic operation. The amount of chlorine applied shall be sufficient to provide a dosage of 50 parts per million or more. The chlorine solution shall remain in the system for a period of at least 8 hours, during which time every valve in the system shall remain opened and closed several times to assure contact with every surface of the system. After completion of sterilization procedures, the system shall be flushed using chlorinated water from a domestic water source having a chlorine residual of at least 1 part per million. The contractor shall obtain all bacteriological clearances as required by the Florida Department of Environmental Protection. After bacteriological clearances, the pressure in the main shall not drop below 20 P.S.I. Clearance report to be submitted to the Engineer. The contractor shall be aware that there is a timing maximum related to bacteriological clearance of the main, completion of as-built drawings and Engineer / C.G.C.S. completion of Certificate of Completion, any project where the bacteriological clearances are required than 30 days old at the time of submittal of Certificate of Completion to F.D.E.P., the contractor may be required to pull more samples and obtain more bacteriological clearances. Prior to introducing the chlorine solution, the lines shall be thoroughly flushed with clean water utilizing full pipe diameter flushing for pipe up to and including 8" diameter. Contractor shall be responsible for dechlorination of the disinfectant water prior to any discharge to any ditch or surface waters.

19. BACTERIOLOGICAL SAMPLING. Contractor shall assure the project construction is completely finished prior to any bacteriological sampling and testing.

GENERAL NOTES

1. AS-BUILT DRAWINGS AND ASSOCIATED COSTS. All cost records pertaining to the cost of water, reclaim and sewer facilities donated to the utility shall be provided to the utility by applicant. Prior to acceptance of any extension of the Utility system, the contractor shall be licensed underground utility contractor, the Utility will require that the applicant's contractor provide the Utility, to retain for its permanent records, all field as-built data. During the daily progress of the work, the contractor's job superintendent shall record on his field set of drawings (working drawings, laterals, and force mains, etc.) the location of all manholes, manholes, manholes, etc. shall be located in two directions. One location shall be referenced perpendicular to the right-of-way lines and or property lines (preferably both) or existing permanent utility structures are acceptable (i.e. manholes, catch basins, fire hydrants, head/and walls, etc.). No power/utility poles may be used for reference. Elevations of manhole inverts and center of cover shall be shown to the nearest hundredth of a foot. Size, type, class and slope of sewer main shall be shown (i.e. 8" PVC, SDR-35). The top elevation of each manhole may be determined by measuring from a surveyed pipe invert to the final adjusted manhole top. Size, type and class of water mains, valves, fittings, fire hydrants, etc. shall be shown (i.e. 8" D.I.P., 6" gate valve). All locations where the top of the water main is less than 36" deep or more than 50" deep shall be noted on the as-builts. Water as-builts, sewer as-builts and reclaim water as-builts shall be on separate sheets. ASBUILTS SHALL BE IN NAD 1983 FL EAST-FOOT--STATE PLANE COORDINATES AND REFERENCE THE BM USED FOR THE PROJECT.

Each page of the as-built drawings shall bear the name, date and original signature of the general contractor responsible for the Work and the name, date, original signature and seal of the registered land surveyor or registered professional engineer who provided the horizontal and vertical dimensions and elevations on the as-built drawing. The signatures shall certify that the as-built drawings do, in fact, reflect the true as-built conditions as located under the direct supervision of the registered surveyor and/or professional engineer. The as-builts shall be at the contractor's expense. A copy of the AutoCAD® ASBUILT DATA SHALL BE FURNISHED ON COMPACT DISK (CD) PLUS (2) SIGNED FULL SIZE PRINTED SET PLUS (1) MYLAR SET by either the design engineer or the applicant's contractor.

2. CONSTRUCTION WARRANTY AND WARRANTY PERIOD. Developer shall warrant Utility against defects in material and workmanship for the portion of the onsite system to be owned by the Utility. Developer shall secure from its Contractor a written and fully assignable warranty that the system installed will be and remain free from all defects, latent or otherwise with respect to workmanship, materials, installation, and operation in accordance with the Utility approved plans and specifications for a period of two years from the date of the system acceptance by the Utility and immediately assign the same and the right to enforce the same to Utility on or before the date of the Utility's acceptance of the system for ownership and maintenance.

3. CLEAN-UP. All surplus materials of construction shall be removed from the site and disposed of by the Contractor as part of his contract with the owner.

4. RESTORATION. New Sanitary Sewer and Water Main Construction in earthen areas shall be seeded and mulched in accordance with Section 570 of Standard Specifications of the Florida Dept. of Transportation (latest edition). In locations where existing grass (suitable) areas are disturbed, sod shall be replaced to preconstruction condition and to limits of construction or where directed by the engineer.

5. PERMITS. The contractor shall be responsible for obtaining all permits required for performing work under contract, except that the F.D.E.P. permits, and wetland permits, if required, will be secured by the owner or developer.

6. PIPE BEDDING. In the event unsuitable or unstable bedding material is encountered at or below the limits of the excavation required for installation, such material shall be removed and replaced with suitable compacted backfill material specified by the design engineer and approved by the C.G.C.S. as to its location, where existing ground (suitable) areas are disturbed, sod shall be replaced to preconstruction condition and to limits of construction or where directed by the engineer.

6-A. Pipe Bedding (Rock Bedding Material) Rock material used for pipe bedding shall be #57 stone or crushed concrete (crush-cast) in a #57 size. Rock bedding material shall be completely wrapped in a heavy fiber fabric material, overlapped a minimum of one foot, rock bedding shall be installed in the trench in a manner that will not damage the pipe or bedding. The bedding shall be compacted by mechanical tamping equipment, or by compressing the rock using the bottom of the backhoe bucket. The compaction shall be approved by C.G.C.S. inspector. The contractor shall be required to have submittal approved by design engineer and C.G.C.S. prior to use of such rock bedding material.

7. DEWATERING. The contractor shall at all time during construction provide ample means and equipment with which to promptly remove and dispose of all water entering the trench and structure excavations and shall keep said excavations acceptably dry until the piping and / or structures to be built therein are complete. All water pumped or drained from the work area shall be disposed of in a manner as to not damage sewer, water, electrical or any other piping, structures or property. No pipe shall be laid in water and no water shall be allowed to rise above the bottom of any pipe while it is being jointed, except as may be approved in writing by the C.G.C.S.

8. HYDROSTATIC TESTING. After all pressure pipes (water mains, services, and force mains) are laid, the joints completed, and the trench backfilled, the newly laid pipe and appurtenances shall be subjected to a hydrostatic test of 150 P.S.I. for a period of at least two hours. The engineer and the C.G.C.S. Public Works must be notified 48 hours before a test is to be performed. Test shall be as set forth in AWWA standard C600. Any leaks or defects detected shall be corrected on the section of pipeline retested. The two hour test period shall begin when all joints have been determined to be water tight. Leakage shall be limited to that allowance set forth in Section 4 of AWWA Standard C600-87. Hydrostatic and leakage test and slow-down (seeping) tests shall be required for all pipe for bacteriological test. The maximum allowable pressure loss is 5 P.S.I., regardless of the length of pipe.

9. REPORTS. Reports of hydrostatic and leakage tests and sterilization of the newly completed systems shall be submitted to the C.G.C.S. prior to requesting acceptance of the system.

10. DENSITY TESTING. In-place density tests are required at intervals not to exceed 150' along pipelines for every other foot. A minimum of one test between manholes is required for every other lift regardless of the distance between sanitary sewer manholes.

11. CONCRETE. All Portland Cement concrete shall be of Type II Portland Cement, 2,500 P.S.I. minimum, ready mixed. All concrete shall be placed before the initial set has taken place. Stone or retempered concrete shall not be used.

12. GATE VALVES AND BOXES. Gate valves shall have a 2" operating nut and open left. Gate valves shall have joints suitable for the type main on which installed. Valves 2" & 3" shall be iron body, bronze fitted (gate valves mains only). Valves 4" and larger shall be iron body, bronze fitted with resilient seat. The word "WATER" on water boxes and "SEWER" on force main boxes shall be cast in the covers.

13. SEPARATION OF WATER AND SEWER MAINS. Horizontal and vertical separation between potable water system mains and or appurtenances and sanitary or storm sewers, wastewater or storm water force mains, and reclaimed water mains shall be in accordance with Rule 62-555.314 FAC. (a) New or relocated, underground water mains shall be laid to provide a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed storm sewer, storm water force main, reclaimed water main, or regulated under Part III of Chapter 62-610, F.A.C. or proposed vacuum-type sanitary sewer. (b) New or relocated, underground water mains shall be laid to provide a horizontal distance of at least six feet, and preferably ten feet, between the outside of the water main and the outside of any existing or proposed gravity- or pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C. The minimum horizontal separation distance between water mains and gravity-type sanitary sewers shall be reduced to three feet where the bottom of the water main is laid at least six inches above the top of the sewer. (c) New or relocated, underground water mains crossing any existing or proposed gravity- or vacuum-type sanitary sewer or storm sewer shall be laid so the outside of the water main is at least six inches, and preferably 12 inches, above or at least 12 inches below the outside of the other pipeline. However, it is preferable to lay the water main above the other pipeline. (d) New or relocated, underground water mains crossing any existing or proposed pressure-type sanitary sewer, wastewater or storm water force main, or pipeline conveying reclaimed water shall be laid so the outside of the water main is at least 12 inches above and below the outside of the other pipeline. However, it is preferable to lay the water main above the other pipeline. (e) At the utility crossings described in paragraphs (c) and (d) above, one full length of water main pipe shall be centered above or below the other pipeline so the water main joints will be as far as possible from the other pipeline. Alternatively, at such crossings, the pipes shall be arranged so that all water main joints are at least three feet from all joints in any other pipe. The minimum horizontal separation distance between water mains or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., and at least six feet from all joints in gravity- or pressure-type sanitary sewers, wastewater force mains, or pipelines conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

14. NEW CONNECTION TO EXISTING MAIN. New connection to existing main in service shall be accomplished by the "wet tap" method utilizing full circle stainless steel tapping sleeve and mechanical joint tapping valve. Tapping sleeve shall be rated at 200 P.S.I., non-shock working pressure conforming to AWWA Standard C110, latest revision. Stainless steel tapping sleeves and sound breakers shall be used in C.G.C.S. approved sanitary sewer, storm water force main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., and at least six feet from all joints in gravity- or pressure-type sanitary sewers, wastewater force mains, or pipelines conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

15. JOBSITE SAFETY. While on the job site, the contractor shall at all times observe all Federal, State and local safety rules, regulations and laws. This includes, but not limited to, confined spaces and excavation protection systems as per O.S.H.A. standards.

GENERAL NOTES

16. CLOSE OUT / COMPLETION. Minimum items required for Close Out / Completion for submittal to the City of Green Cove Springs will include: (a) Construction Warranty from Developer in the form of a Bond, Letter of Credit or Cashier's Check for a two-year period. (b) Warranty Certificate for a two-year warranty from the contractor to the Developer and assignment of same to the City of Green Cove Springs (C.G.C.S.). (c) Developer's Affidavit certifying there is no outstanding debt against utility assets to be deemed to C.G.C.S. (d) Value of Acceptance Report showing value of assets to be deemed to the C.G.C.S. (e) Bacteriological Sampling Report. (f) Bacteriological Test(s) (g) Pressure Test(s) (h) Television Reports and Tapes (i) Density Reports (j) PROPER Final As-Built Drawings and disks

17. C.G.C.S. Shop Drawing and Submittal Process. A signed acknowledgment by the Contractor and the Material Supplier, on the "Shop Drawings and C.G.C.S. Approved Materials List Form", that all materials will be in accordance with C.G.C.S.'s Specifications, C.G.C.S.'s Details and C.G.C.S.'s Approved Materials Manual, is the only submittal C.G.C.S. will require for each item of materials with the following exception: any alternate materials requested by the Engineer; any materials not listed in the C.G.C.S. Materials Manual; and materials associated with pumping stations and plant installations. Those exceptions shall have an individual shop drawing submittal for C.G.C.S.'s review and approval prior to any installation of said materials.

This is C.G.C.S.'s procedure and it does not preclude the design engineer from requiring additional submittals and shop drawings as he deems necessary for the project.

18. PUMP STATIONS (TEMPORARY OR PERMANENT). All pump stations shall be constructed in accordance with C.G.C.S. standards, rules and regulations and be approved by C.G.C.S. All work and materials shall meet the requirements of C.G.C.S. Standard Pump Station Details and Specifications or the plans, details and specifications for that specific pump station. A driveway shall be provided from the street (roadway) to within 2 feet of the pump station wetwell, minimum 10 feet wide x 5 inches thick 3,000 P.S.I. concrete. Submersible pump stations shall be fenced completely about the perimeter of the pump station site (location of the pump station site as noted on the plans), including gates and all other items required to make a completely fenced installation. The entire pump station site within the fenced area shall be covered with #57 stone, 6 inch thick minimum, placed over 8 mil visqueen.

19. Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. The Contractor shall be responsible for requesting underground utility locates and shall assist the utility companies, by every means possible, to locate and identify all existing utilities and all other items related to the systems not shown. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from Contractor's activities. The locations of all overhead utilities shall also be verified by the Contractor. The Engineer shall be notified of any conflict that may occur. The Contractor shall be responsible for determining which poles will need shoring during excavation and shall provide such shoring and support as required.

20. C.G.C.S. details and specifications (latest available copy) shall be included in all plans submitted for work within the C.G.C.S. utility system. No person shall modify, change, omit, replace any portion of those details and specifications without the express written consent of C.G.C.S.. In any instance where the design engineer has included his written specifications or details in the plans then the more stringent of the two shall govern.

21. All materials to be used for any project within C.G.C.S.'s utility system shall conform to those listed in the C.G.C.S. Approved Material Manual in effect at the time final plans for that project are approved by C.G.C.S.

22. Under no circumstance shall any trees be planted within a C.G.C.S. utility easement without: a.) C.G.C.S. approving landscape and irrigation plans. b.) C.G.C.S. being notified prior to the planting of trees and giving approval. c.) C.G.C.S. inspecting the installation of root barrier material (required at all trees which are closer than 10' to any C.G.C.S. utility line) as shown in C.G.C.S. approved material manual and C.G.C.S. roadway cross section details, whether or not shown on the plans.

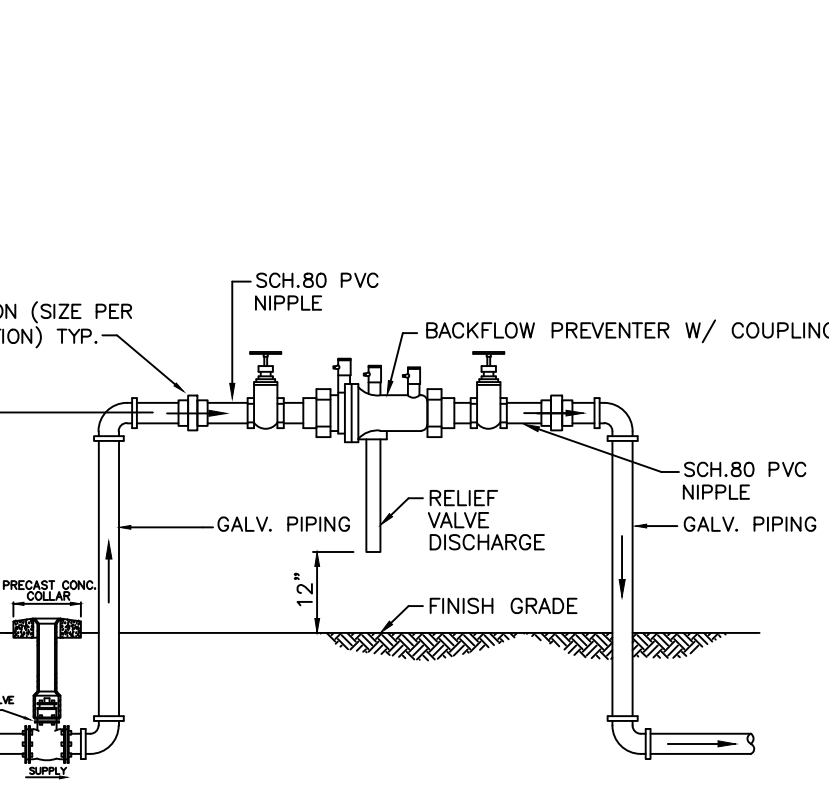
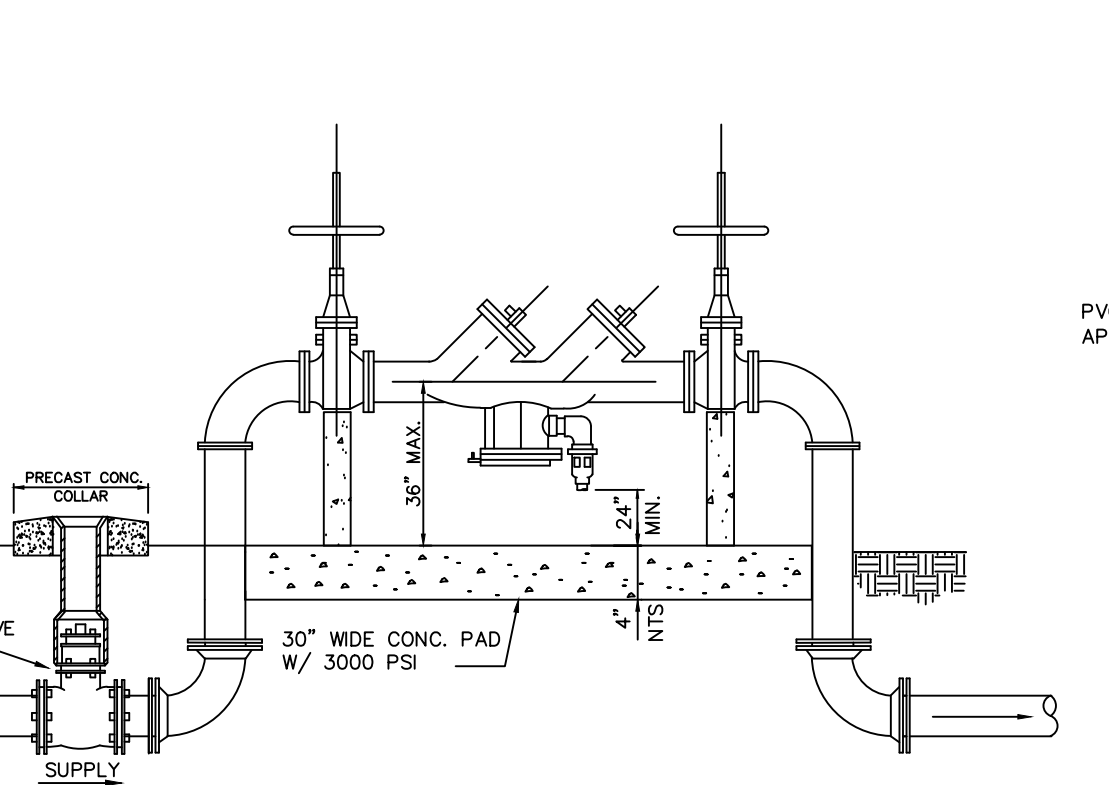
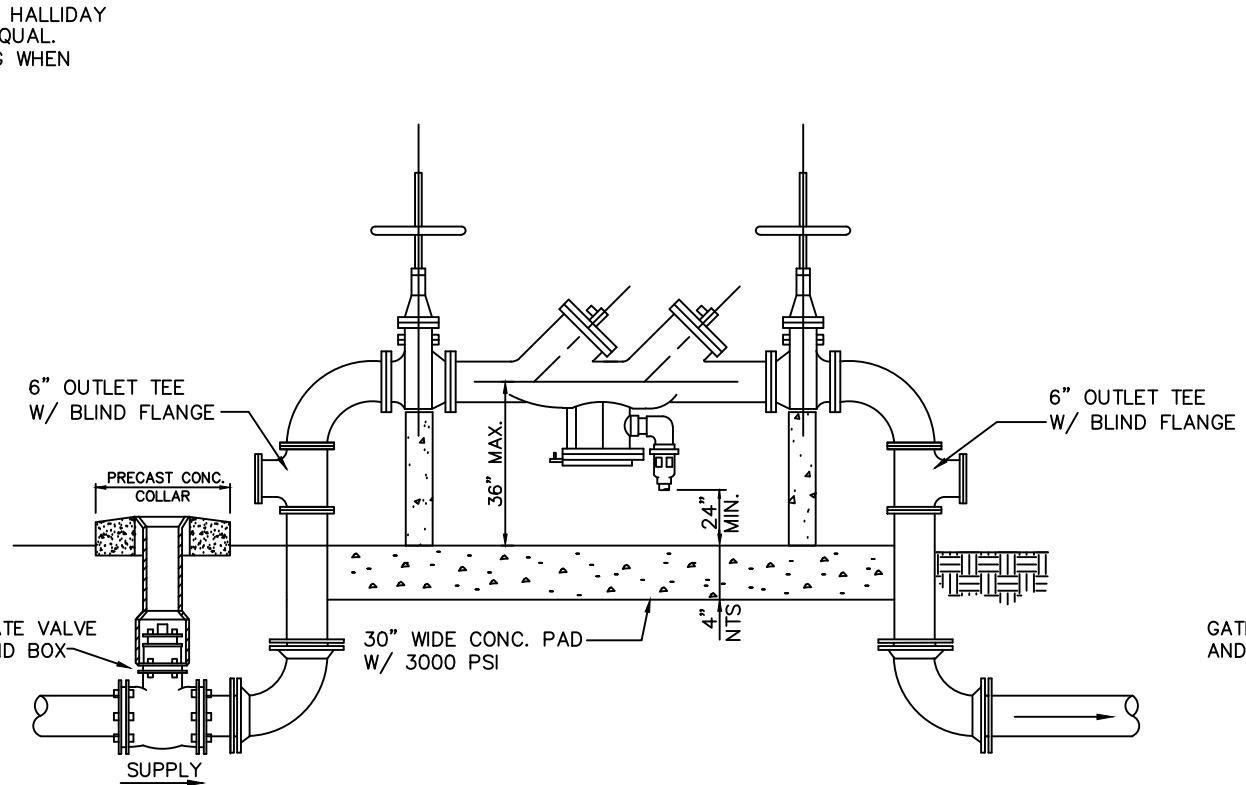
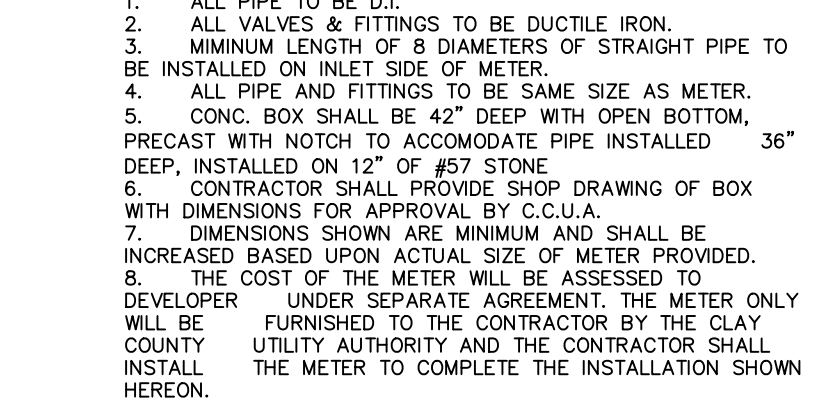
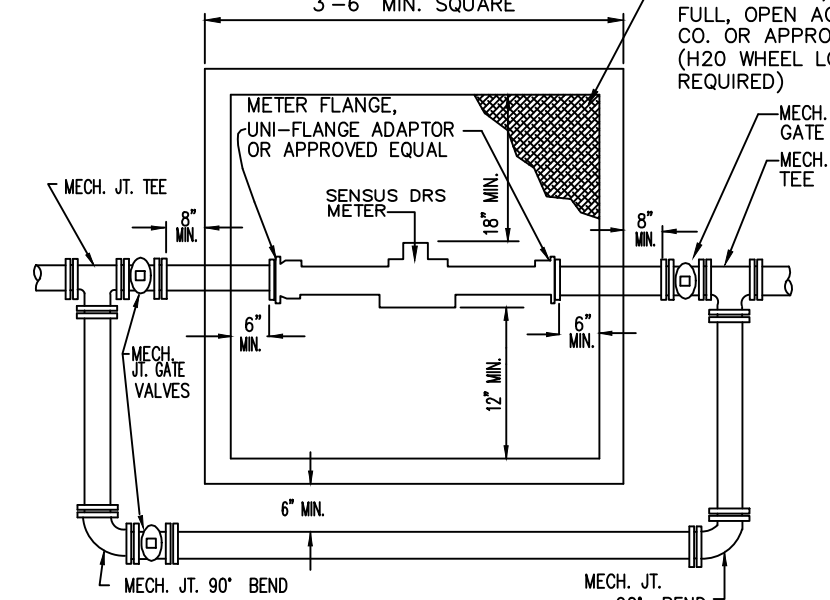
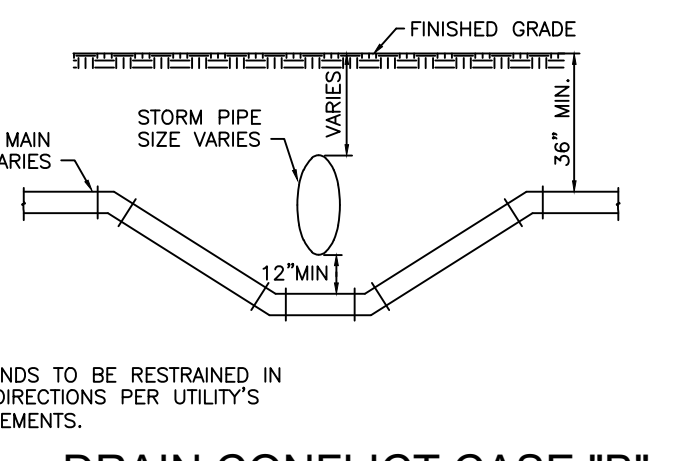
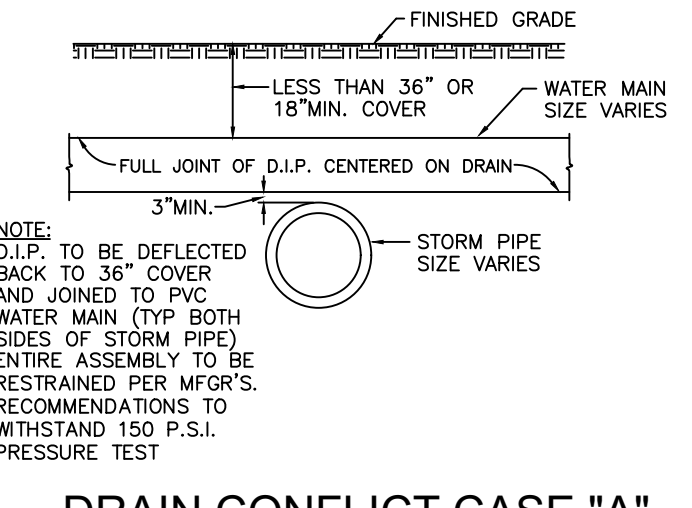
23. At all Jack & Bore locations a C.G.C.S. inspector shall inspect the casing spacers to verify they are the correct size and have been installed correctly on the pipe prior to the pipe being installed into the casing. The pipe casing shall be clean and free of all dirt, and shall be cleaned with a Vac-Con if necessary. A C.G.C.S. inspector shall be present at all time during this work.

FINAL INSPECTION PROCEDURES

PRIOR TO FINAL INSPECTION, THE CONTRACTOR SHALL PROVIDE THE FOLLOWING:
1. The sewer line T.V. report and tape
2. The pressure test and bacteriological clearance analysis report.
3. The engineer of record certification to D.E.P. This can be done with completed as-builts.
4. Completed as-builts showing at least the following:
a.) Location of valves, mains, services, manholes and locate wire boxes.
b.) Elevation of sewer lines in the manhole, and stub-outs.
5. All services and valves to be plainly marked with a treated fence post, and electronic locates marker when needed.
6. Pump station start-up report with draw down data for each pump and with both pumps in operation. All electrical components to be completely installed and in proper working condition.

PRIOR TO FINAL ACCEPTANCE FOR OWNERSHIP, THE FOLLOWING MUST BE COMPLETED:
1. All manhole rings and covers have to be adjusted to finish grade.
2. Water services must be lowered and meter boxes installed, valve boxes must be set on all gate valves.
3. As-built drawings shall have been updated to accommodate the C.G.C.S. comments and the final elevation of the manhole tops must be included.
4. All valves, locate wire boxes, sewer, water and reclaimed services shall be scribed in curb and painted the correct color.
5. As-builts, must be accepted and approved by the City of Green Cove Springs Public Works.

PRIOR TO FINAL ACCEPTANCE FOR OWNERSHIP, THE FOLLOWING MUST BE COMPLETED:
1. A preliminary inspection must be coordinated by the underground utility contractor and held a minimum of fifteen (15) working days prior to the final inspection/start-up. The preliminary inspection will compare the approved design drawings to the actual site installation, noting any deficiencies.



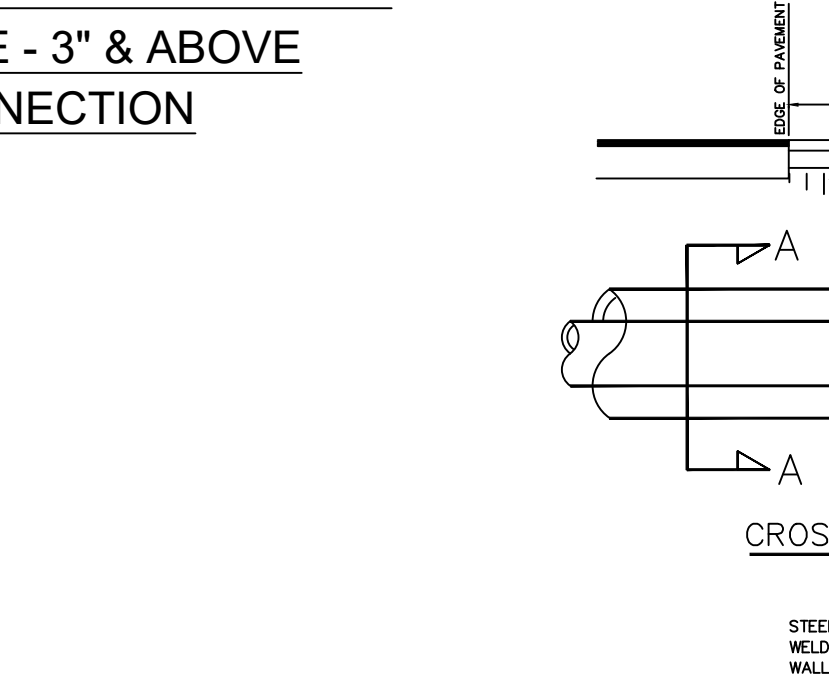
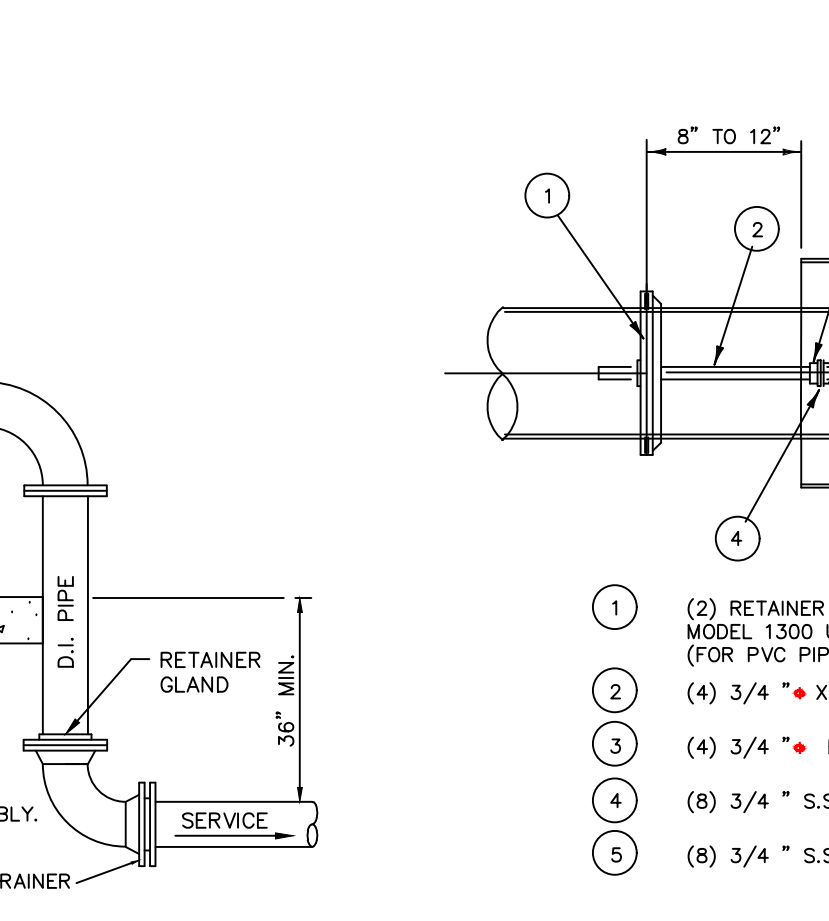
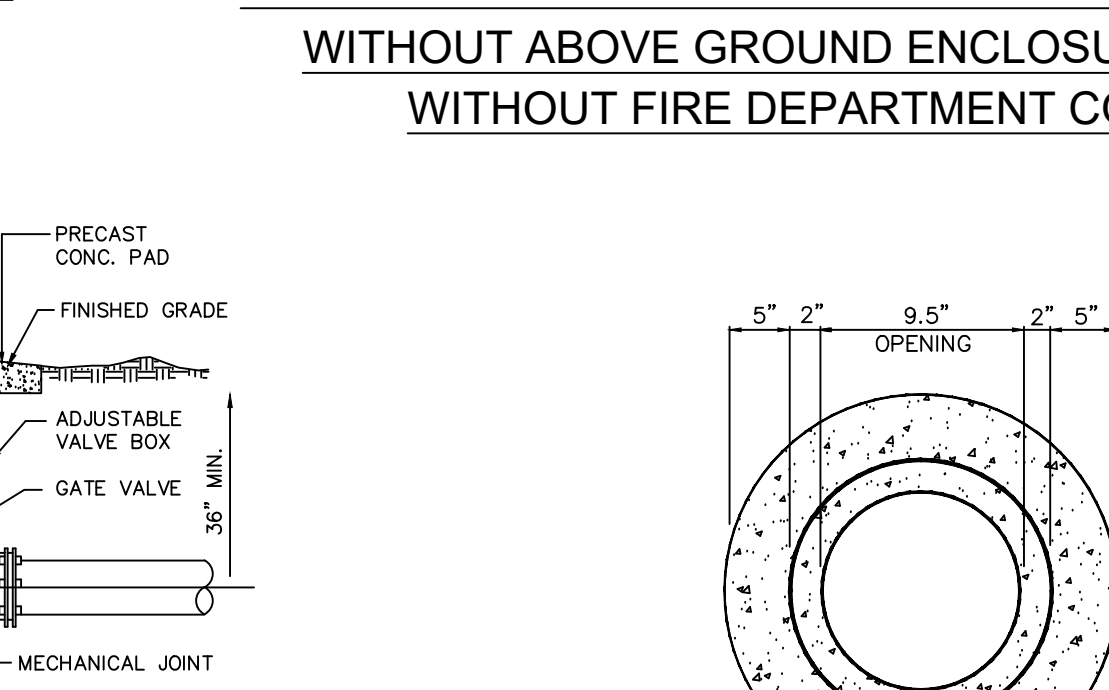
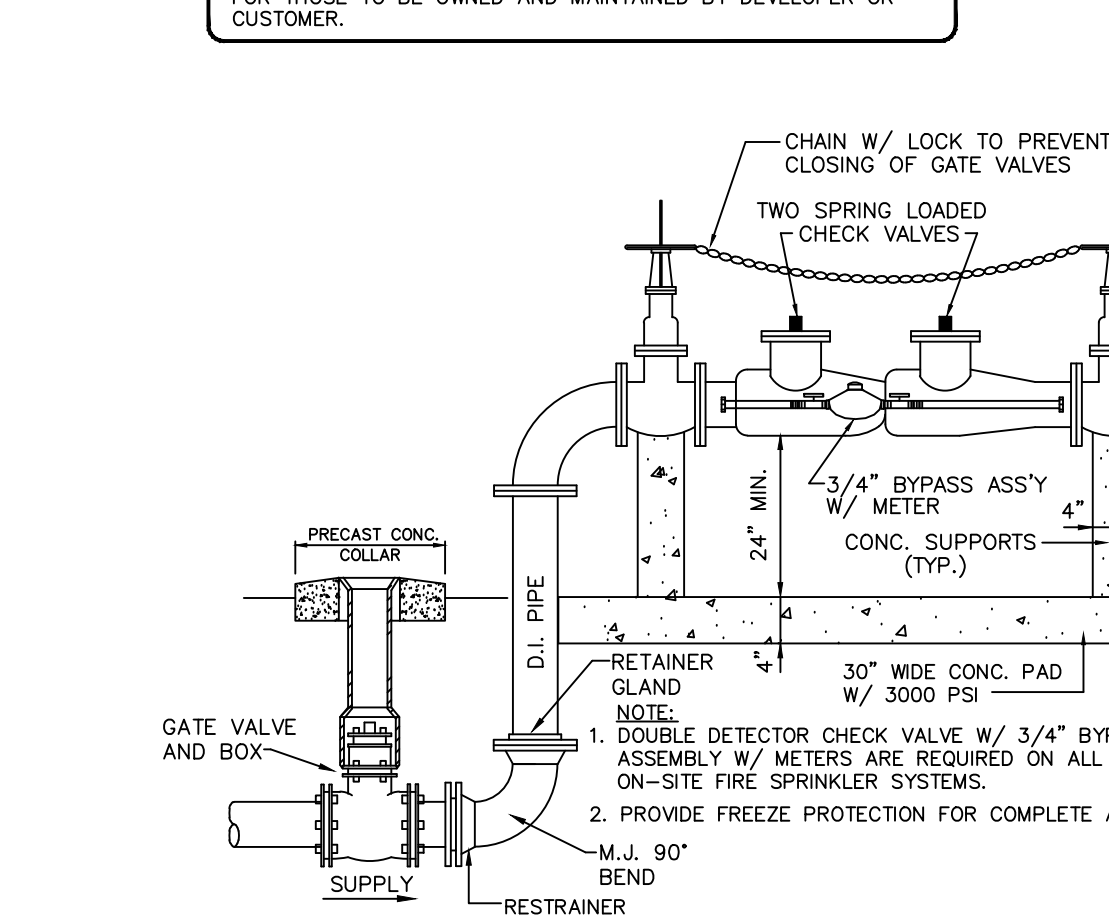
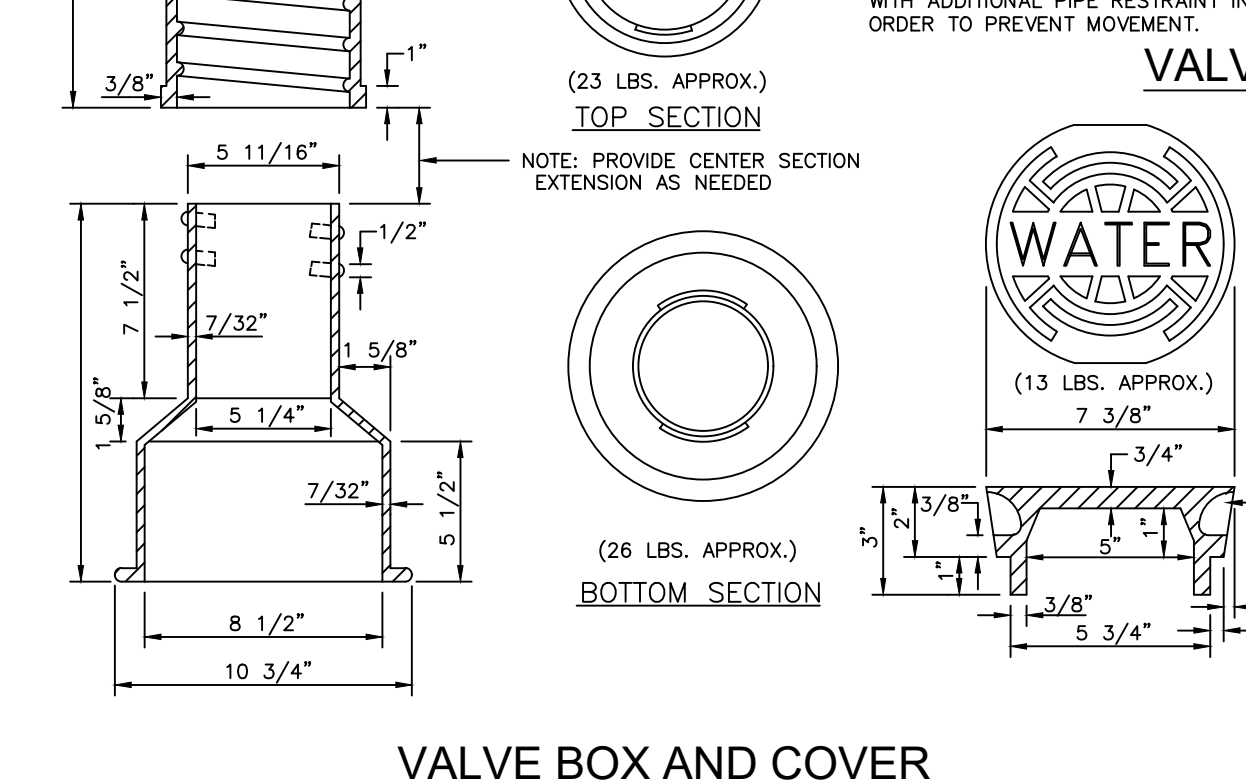
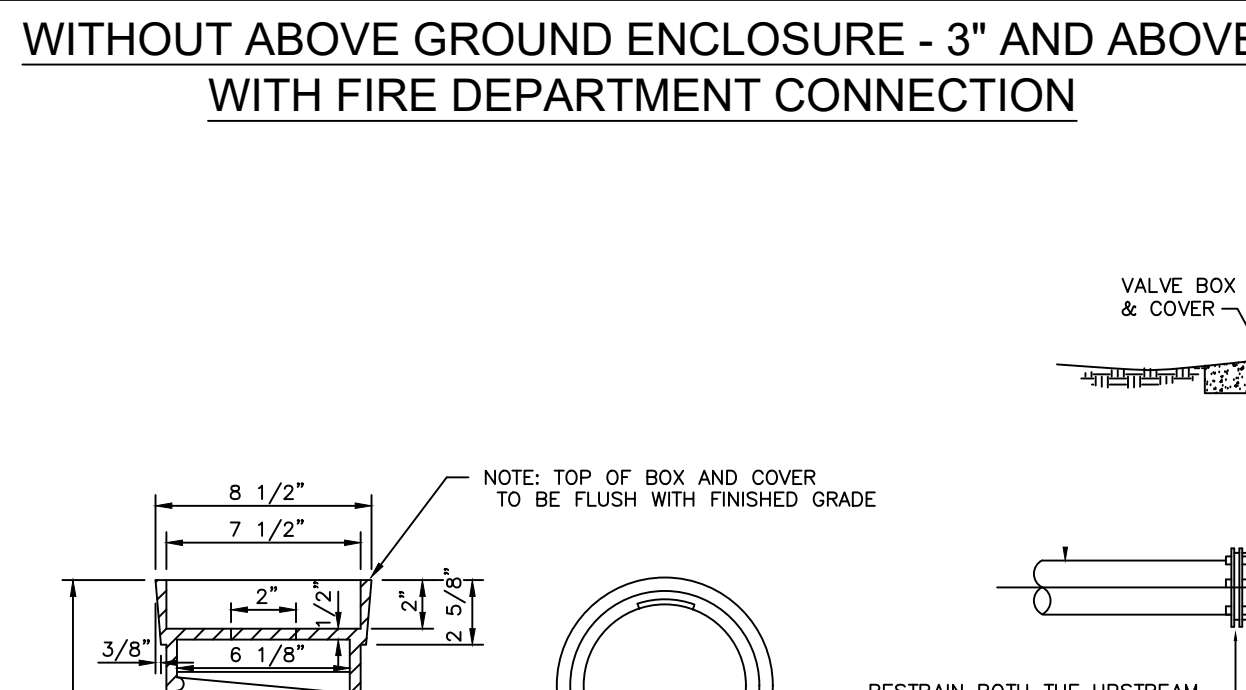
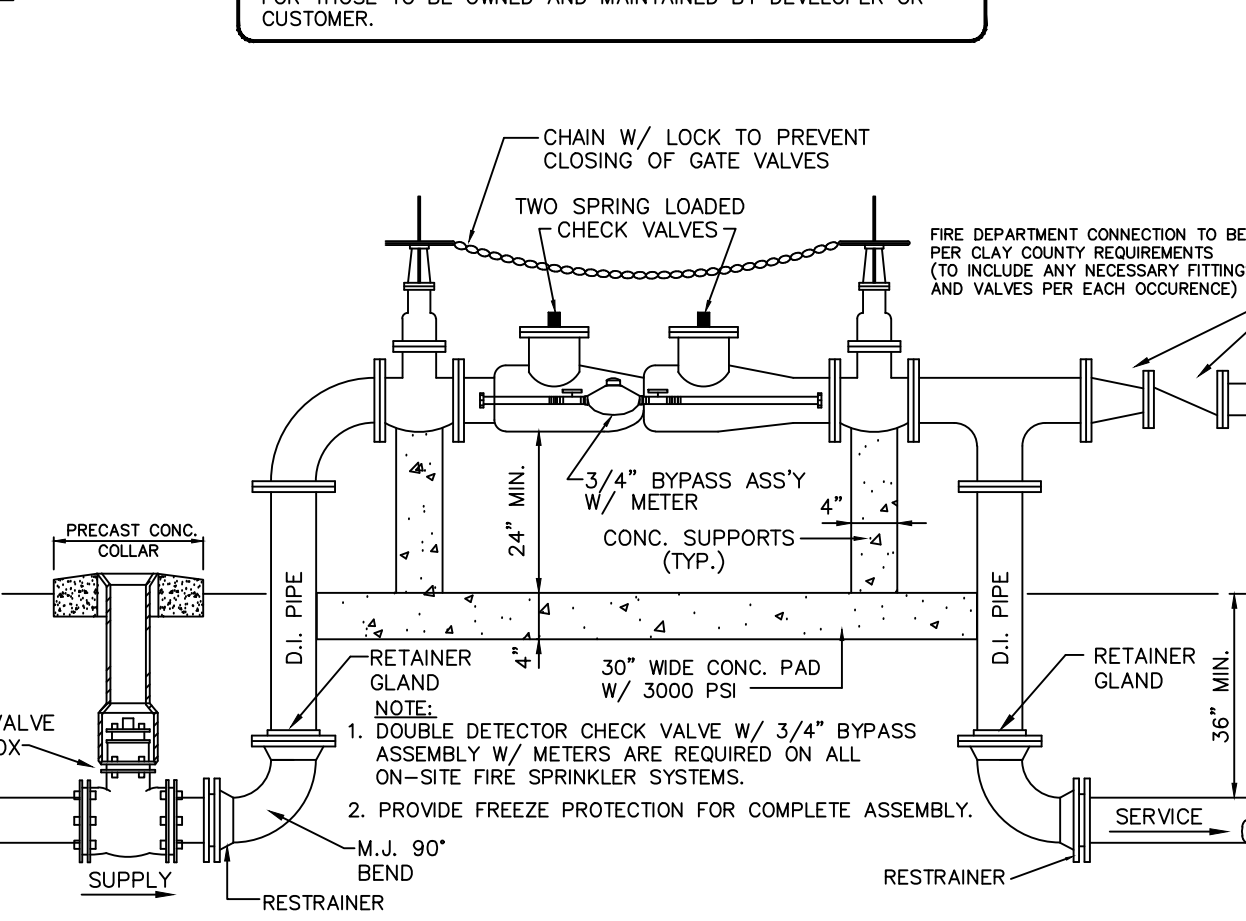
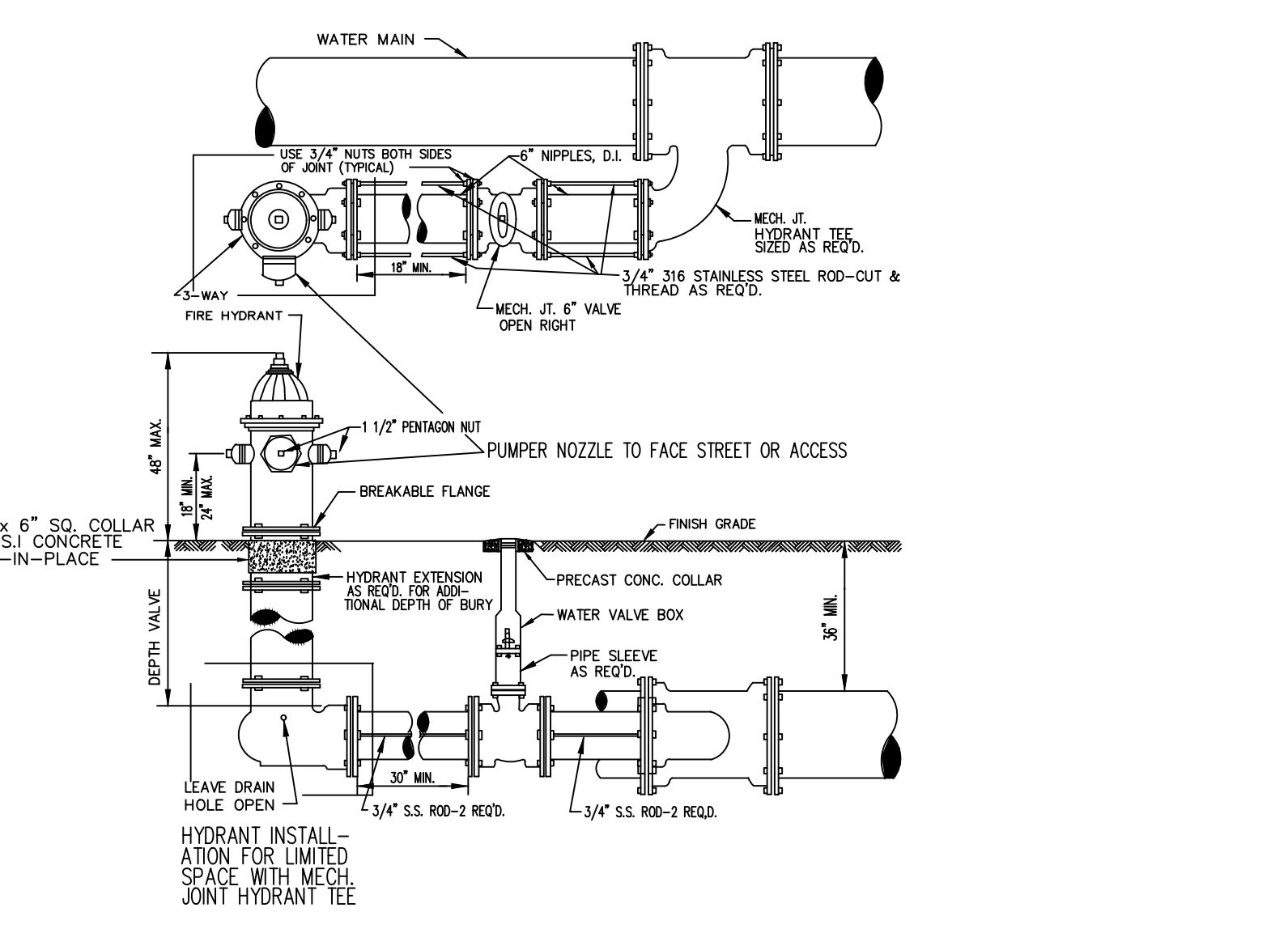
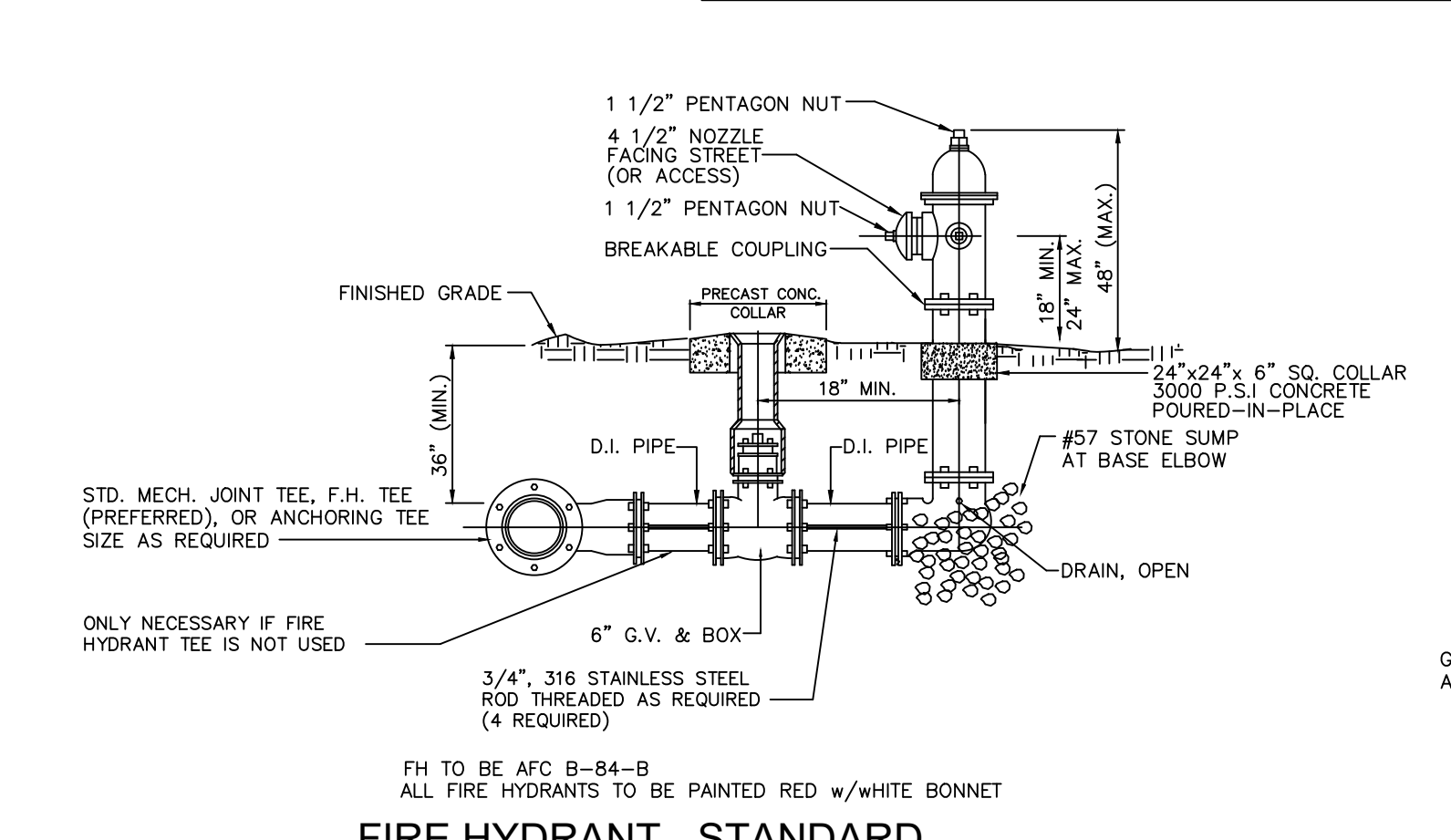
MINIMUM LENGTH TO BE RESTRAINED ON EACH SIDE OF FITTING (IN FEET)

NOMINAL PIPE SIZE (INCHES)	1 1/2" HORIZONTAL BEND	2 1/2" HORIZONTAL BEND	45° HORIZONTAL BEND	90° HORIZONTAL BEND	HORIZONTAL TEES	BRANCHES	45° VERTICAL OFFSET (UPPER LENGTH)	45° VERTICAL OFFSET (LOWER LENGTH)	45° VERTICAL OFFSET (UPPER LENGTH)	45° VERTICAL OFFSET (LOWER LENGTH)	REDUCER TO ONE SIZE SMALLER LENGTH ON LARGER SIZE SIDE	
4	2	4	7	18	20	RUN	1	BRANCH	55	23 / 4	11 / 2	28
6	2	5	10	25	20	RUN	1	BRANCH	72	30 / 5	14 / 3	30
8	3	6	13	32	20	RUN	1	BRANCH	86	36 / 6	17 / 3	32
10	4	8	16	38	20	RUN	1	BRANCH	102	42 / 6	20 / 4	35
12	4	9	19	43	20	RUN	1	BRANCH	116	48 / 7	23 / 4	38
14	5	10	21	51	20	RUN	10	BRANCH	131	54 / 10	26 / 5	40
16	6	11	23	57	20	RUN	10	BRANCH	145	60 / 11	29 / 5	42
18	6	12	26	62	20	RUN	10	BRANCH	158	66 / 12	36 / 6	45
20	7	13	28	68	20	RUN	10	BRANCH	171	72 / 13	37 / 7	48
24	8	16	32	78	20	RUN	10	BRANCH	185	77 / 14	44 / 8	52
30	9	18	38	92	20	RUN	10	BRANCH	221	92 / 17	44 / 8	57
36	10	21	44	105	20	RUN	10	BRANCH	256	106 / 20	51 / 10	62

NOTES:
1. TABLE ASSUMPTIONS: PVC PIPE, SAFETY FACTOR = 1.5, S.O.L. = 0M OR 5M, 3 FT. BURY DEPTH TO TOP OF PIPE, TRENCH TYPE 3 BRANCH ON TEE IS ONE SIZE SMALLER THAN RUN OF TEE SIZE AND 20 FEET OF PIPE IS INSTALLED PAST THE TEE ON THE RUN SIDE (SMALLER BRANCH SIZES MUST BE CALCULATED BY THE ENGINEER). VERTICAL OFFSETS ARE 3 FEET DEEP ON TOP AND 8 FEET DEEP ON BOTTOM. REDUCERS ARE CALCULATED FOR ONE SIZE REDUCTION. OTHER CONDITIONS WILL REQUIRE ADDITIONAL CALCULATIONS.
2. ALL FITTINGS MUST BE RESTRAINED. ONE OF THE FOLLOWING METHODS MAY BE USED:
A. MECHANICAL RESTRAINTS AT FITTING AND AT ADJACENT JOINTS TO A LENGTH AS SPECIFIED ON CHART.
B. THE ROODS AT FITTING AND THROUGH JOINTS TO A LENGTH AS SPECIFIED ON CHART.
3. APPROVED RESTRAINTS: UNIFLANGE SERIES 1300 & 1350 OR APPROVED EQUAL.
4. VALVES SHALL BE RESTRAINED THE SAME DISTANCE AS HORIZONTAL PIPES.

RESTRAINED JOINT SCHEDULE

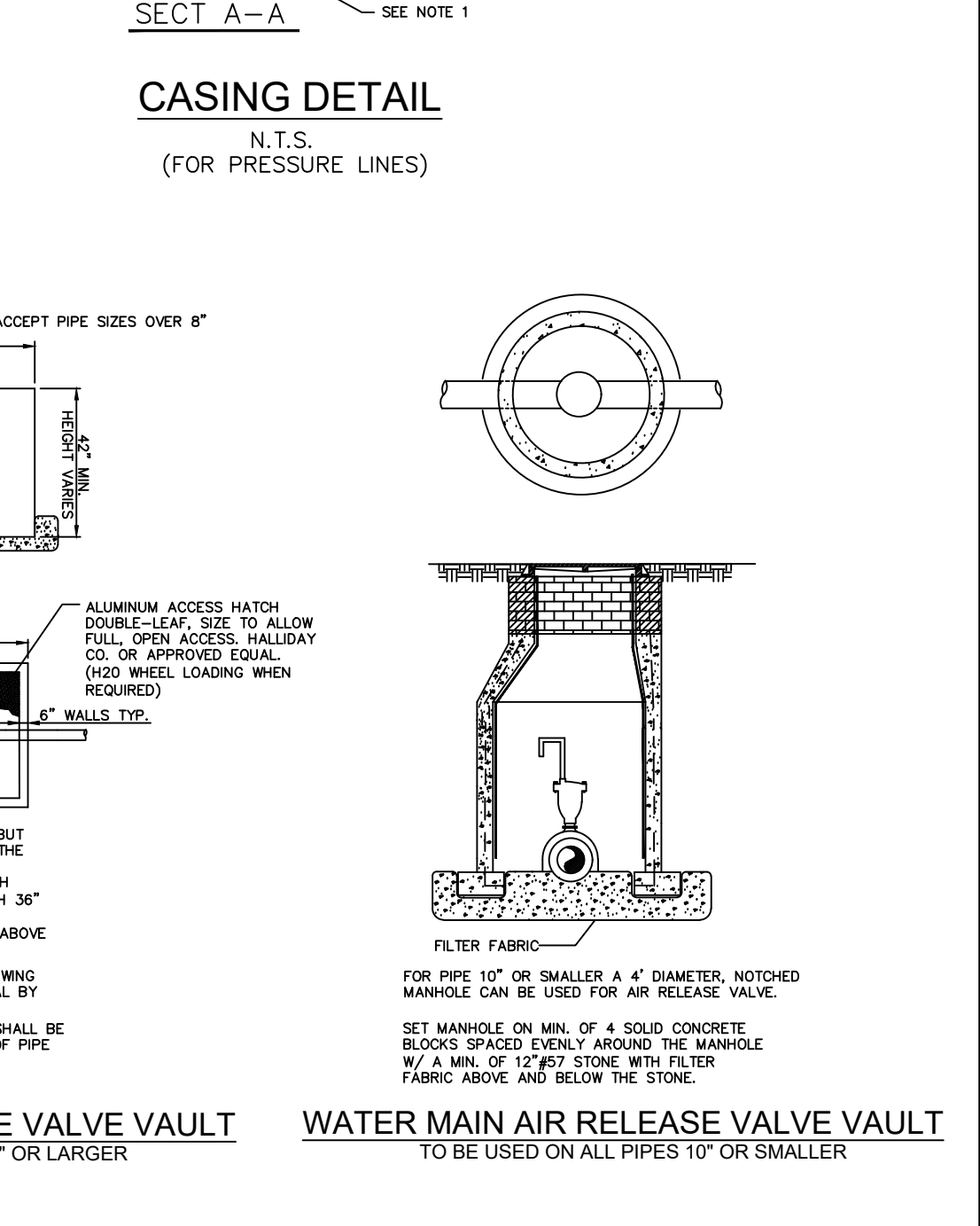
NOTES:
1. RETAINER GLANDS OVER CARRIER PIPE SHALL BE SNUG TO PIPE.
2. THREADED ROD TO TIE RETAINER GLAND OR RESTRAINER TO CASING THRU EYE BOLT OR RESTRAINER TO CASING THRU EYE BOLT.
3. EYE BOLTS TO BE WELDED TO SIDE OF THE STEEL CASING BY BORING CONTRACTOR.
4. NUMBER OF RODS PER CASING:
8" CASING - 2 RODS
10" & 12" CASING - 4 RODS
16" CASING - 6 RODS
18" TO 24" CASING - 8 RODS



CASING SIZE SCHEDULE

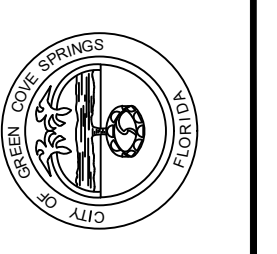
NR = CENTERED, NON-RESTRAINED

O.D. OF CARRIER PIPE SIZE (DR-18)	OUTSIDE DIAMETER OF STEEL CASING PIPE												
	10"	12"	16"	18"	20"	24"	30"	36"	42"	48"	54"	60"	66"
6.5"	4"	NR											
9.0"	6"	NR											
11.6"	8"		NR										
14.1"	10"			NR									
16.7"	12"				NR								
21.23"	16"					NR							
23.74"	18"						NR						
26.18"	20"							NR					
31.22"	24"								NR				

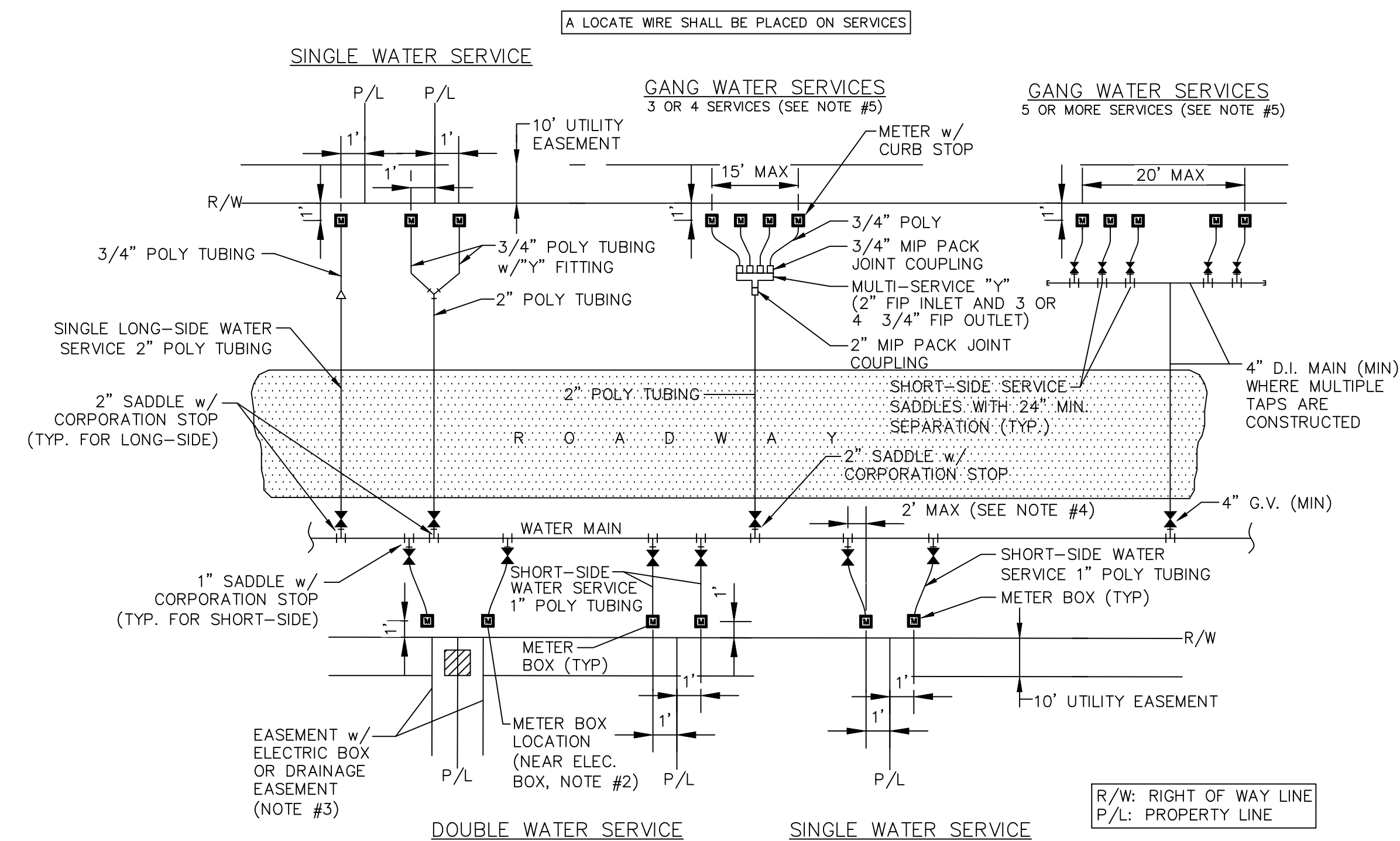


PROJECT: STANDARD WATER SYSTEM DETAILS

CITY OF GREEN COVE SPRINGS
321 WALNUT STREET
GREEN COVE SPRINGS, FLORIDA 32043

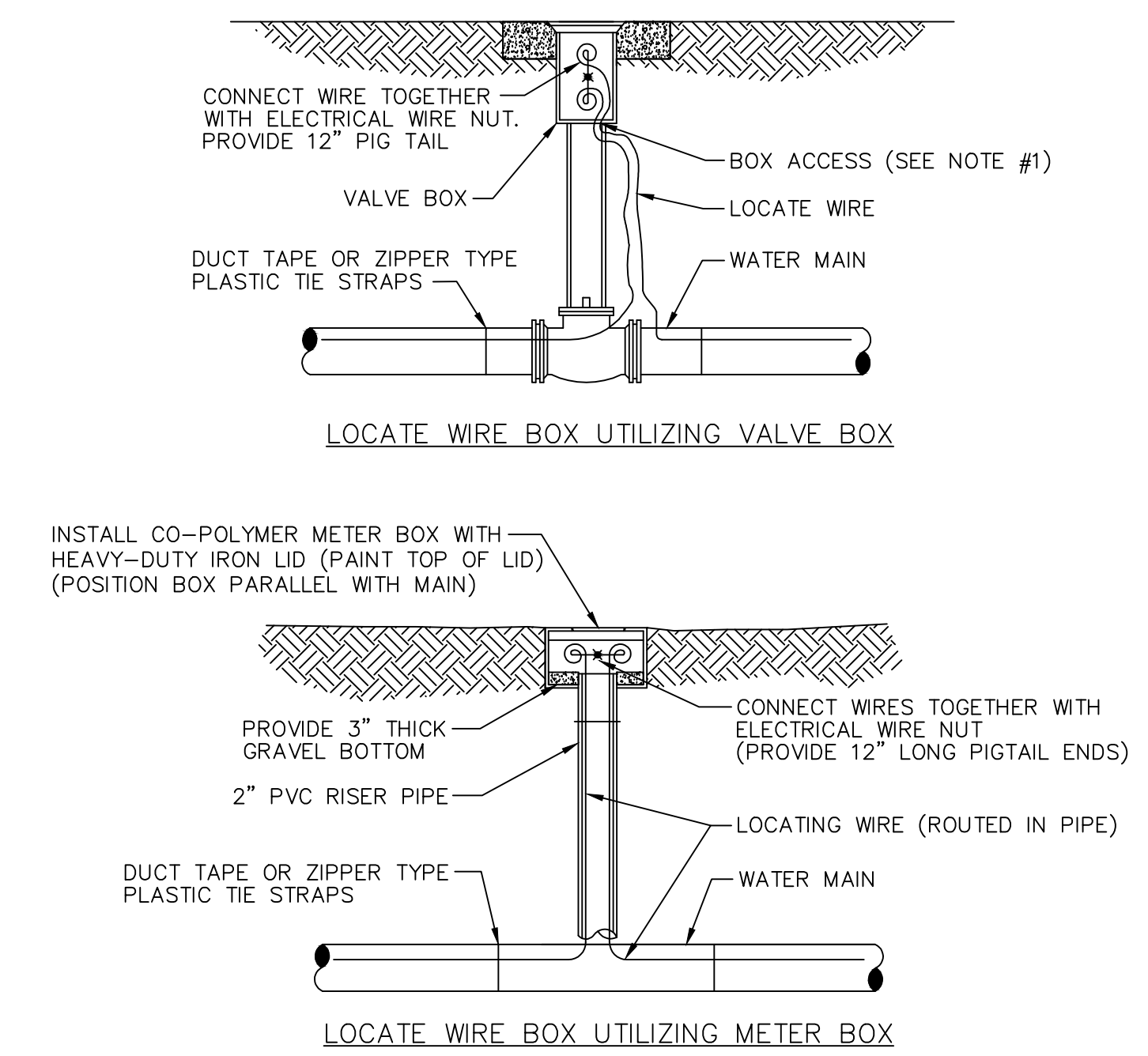


WATSTAND.DWG



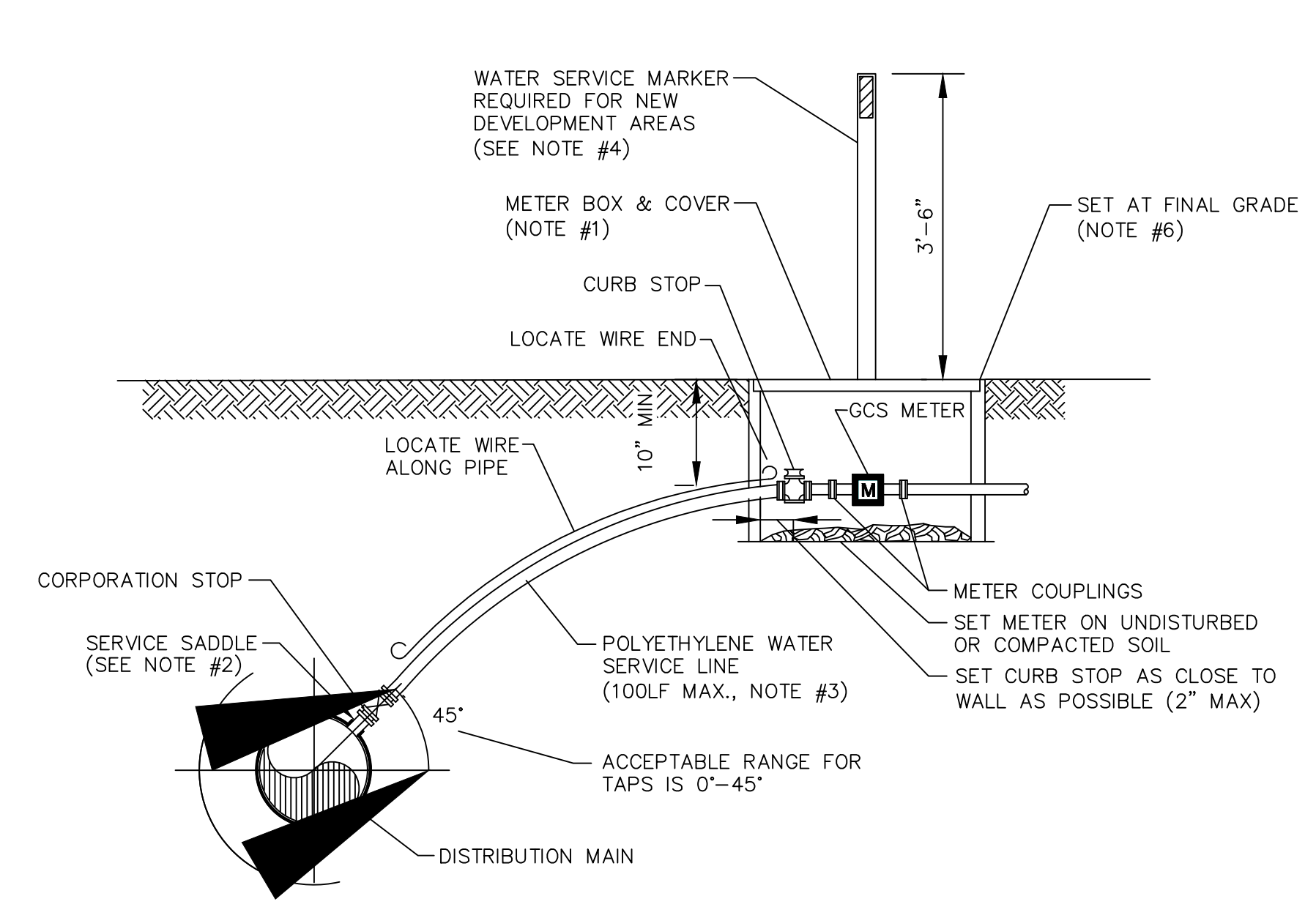
- NOTES**
- THE SKETCHES ABOVE INDICATE TYPICAL WATER SERVICE AND METER BOX LOCATIONS. ACTUAL LOCATIONS OF BOXES MAY VARY SLIGHTLY ACCORDING TO FIELD CONDITIONS ENCOUNTERED. TYPICALLY, THE METER BOX SHALL BE LOCATED 1.0' OFF OF THE R/W LINE.
 - UNLESS SPECIFIED OTHERWISE BY THE CITY OF GREEN COVE SPRINGS, THE METER BOX SHALL BE LOCATED 1.0' OFF OF THE R/W LINE, AND 1.0' FOOT INSIDE OF THE PROLONGATION OF ONE OF THE SIDE PROPERTY LINES. IF A CONFLICT EXISTS WITH OTHER UTILITIES, THE METER BOX MAY BE ADJUSTED TO FOUR FEET (MAX.) INSIDE PROPERTY LINES (IN LIEU OF 1.0' FEET). UNLESS APPROVED OTHERWISE BY THE CITY, THE WATER METER BOX SHALL BE LOCATED IN NON-TRAFFIC AREAS (NOT IN SIDEWALKS OR DRIVEWAYS). IF AN UNAPPROVED METER BOX IS IDENTIFIED BY THE CITY, THEN THE CONTRACTOR OR CUSTOMER SHALL BE RESPONSIBLE FOR THE COST OF RELOCATING ANY METER BOX WHICH IS LOCATED IN THE SIDEWALK OR DRIVEWAY OR THE COST TO PROVIDE THE CORRECT METER BOX. THE CITY SHALL APPROVE ALL DEVIATIONS TO THE ABOVE PRIOR TO CONSTRUCTION.
 - IF DRAINAGE OR OTHER EASEMENT IS LOCATED BETWEEN LOTS, METER BOXES SHALL BE LOCATED AT THE EASEMENT LINE BUT OUTSIDE THE EASEMENT AREA.
 - FOR SINGLE SERVICES, THE HORIZONTAL DISTANCE (PERPENDICULAR TO THE MAIN) BETWEEN THE SERVICE'S SADDLE AND THE METER BOX IS REQUIRED TO BE 2 FEET MAXIMUM. FOR DOUBLE 3/4" SERVICES, THE 2" POLY MAIN WIRE SHALL BE LOCATED CENTERED BETWEEN THE TWO METER BOXES. LOCATE WIRE IS REQUIRED ON ALL SERVICES. THE WIRE SHALL RUN FROM THE METER BOX TO THE MAIN (WITH NO CONNECTION TO MAIN WIRE WITH THE LAST 24 INCHES STRIPPED OF INSULATION/BARE WIRE AS GROUND). ALL EXCEPTIONS TO THIS REQUIREMENT MUST BE APPROVED BY THE CITY OF GREEN COVE SPRINGS. THIS WILL ASSIST IN LOCATING EXISTING SERVICE LINES IN THE FUTURE.
 - GANG WATER SERVICES: FOR 3 OR 4 SERVICES IN ONE AREA, A DUCTILE IRON PIPE (D.I.P.) WATER MAIN EXTENSION W/LOCATE WIRE MAY BE UTILIZED ON EITHER SHORT-SIDE OR LONG-SIDE SERVICES WHERE SHOWN ON THE DRAWINGS. LOCATE WIRE SHALL EXTEND FROM ONE METER BOX TO CURB STOP AT WATER MAIN. FOR 5 OR MORE SERVICES IN ONE AREA, A WATER MAIN EXTENSION W/LOCATE WIRE MAY BE UTILIZED ON EITHER SHORT-SIDE OR LONG-SIDE SERVICES WHERE SHOWN ON THE DRAWINGS (TAPS STAGGERED AND AT 2 FEET ON CENTER (MIN). FOR WATER SUPPLY HEADERS WHERE 5 OR MORE TAPS ARE CONSTRUCTED, THE HEADER PIPE SHALL BE 4" AT A MINIMUM. EXAMPLE: CONSTRUCT A 4" MAIN D.I. CROSSING THE STREET FOR 5 RESIDENTIAL CUSTOMERS, UTILIZING 4" G.V., 4" PIPE, 4"x1" SADDLES AND 1" CURB STOPS (NO GLUED TEE FITTINGS). THE 4" OR LARGER D.I.P. WATER MAIN MUST BE SIZED AND DESIGNED BY THE ENGINEER.
 - ALL COMMERCIAL WATER SERVICES SHALL BE 2" POLYETHYLENE PIPING CONNECTED TO 2" CURB STOP IN METER BOX, UNLESS OTHERWISE APPROVED BY THE CITY.

WATER SERVICE INSTALLATIONS 2" AND SMALLER METER



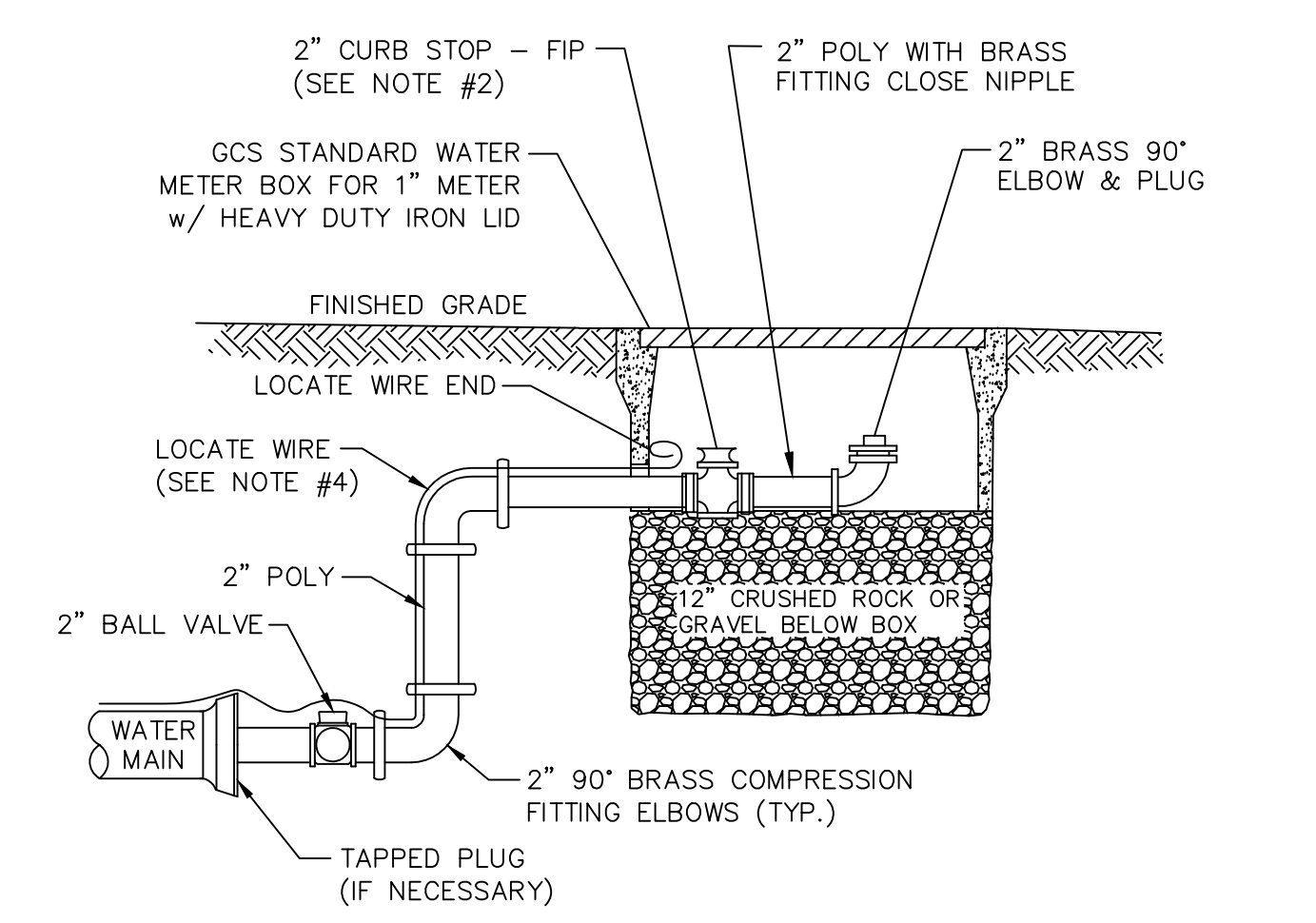
- NOTES**
- LOCATE WIRE SHALL ENTER THE VALVE BOX THROUGH A "V" CUT IN THE 6" PVC RISER PIPE.

LOCATE WIRE BOX



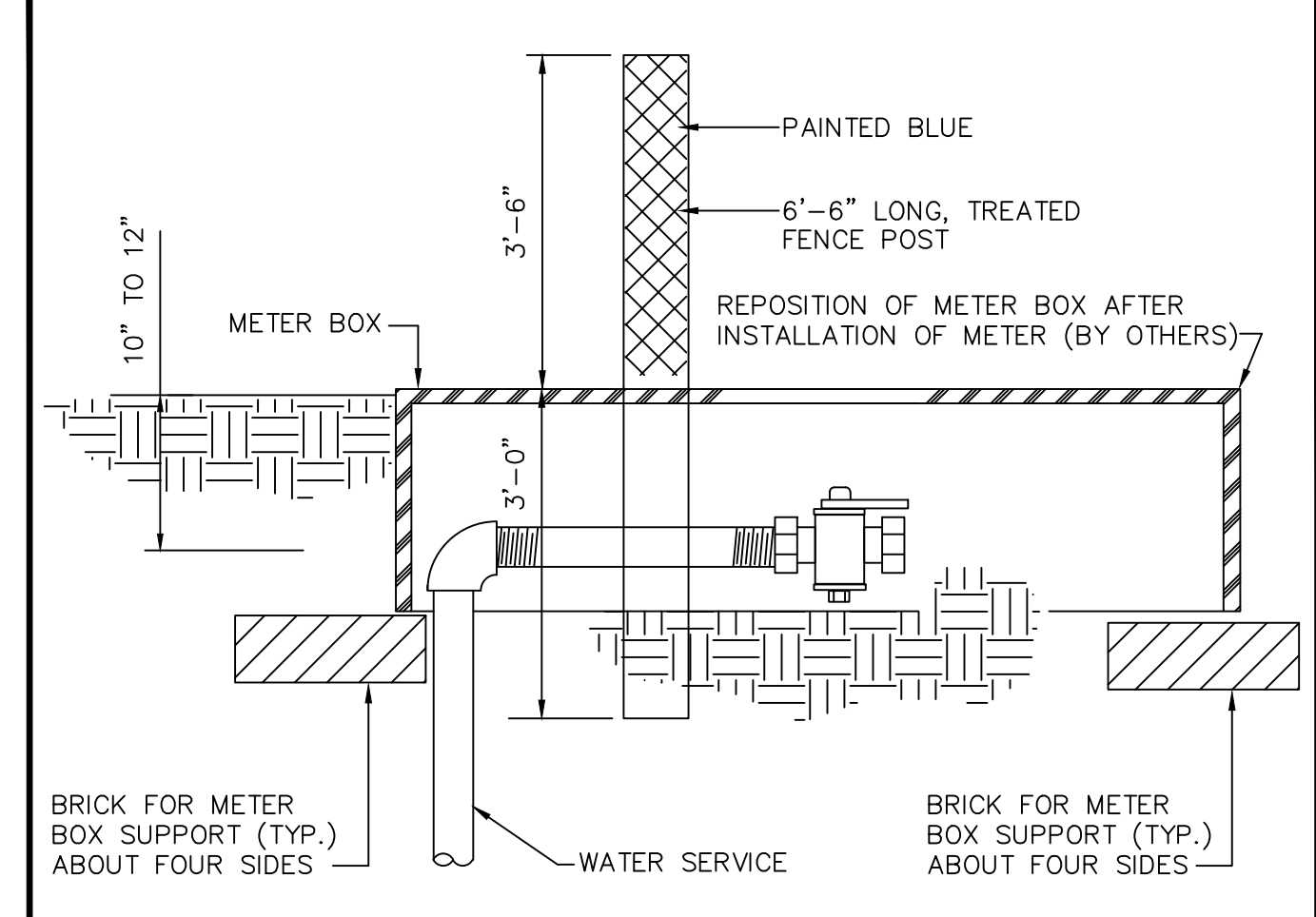
- NOTES**
- SEE CITY OF GREEN COVE SPRINGS APPROVED MATERIALS MANUAL AND SYSTEM DETAILS FOR REQUIREMENTS.
 - SINGLE BAND SADDLES MAYBE UTILIZED ON NEW 1" WATER SERVICES WHICH ARE INSTALLED ON A DRY 10" SIZE OR SMALLER WATER MAIN (NEW WATER MAIN CONSTRUCTION). FOR WET TAPS OR WATER MAINS 12" SIZE AND LARGER, A DOUBLE BAND SADDLE IS REQUIRED.
 - NO OPEN CUT UNDER ROADWAY PAVING ALLOWED UNLESS THE ROADWAY IS BEING RECONSTRUCTED OR IF DIRECTED OTHERWISE BY CITY OF GREEN COVE SPRINGS. CONSTRUCT POLY LINE WITH 3/8" (MIN.) COVER UNDER ROADWAYS. THE POLY WATER SERVICE LINE SHALL BE SAME SIZE AS THE METER (3/4" MINIMUM) AND BE INSTALLED PERPENDICULAR TO THE MAIN AND NOT EXCEED 100LF UNLESS OTHERWISE APPROVED BY CITY OF GREEN COVE SPRINGS.
 - INSTALL PVC PLUG IN ALL CURB STOPS IF WATER SERVICE IS "NOT IN USE" (I.E.: IF NO METER IS INSTALLED). IN ADDITION, INSTALL A 6", 6" P.T. FENCE POST (TOP PAINTED BLUE) 12" OFF SIDE OF METER BOX. THE REMOVAL OR TRANSFER OF A WATER SERVICE SHALL INCLUDE BRASS METER COUPLINGS (HEX ON BARREL TYPE).
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF THE BOXES, METERS OR ELECTRONIC DEVICES IF DAMAGED BY THE CONTRACTOR DURING THE CONSTRUCTION PERIOD.
 - METER BOX AND TOP SHALL BE CLEAR OF ALL DEBRIS TO ALLOW FULL ACCESS TO BOX (I.E., NO DIRT, TRASH OR OTHER DEBRIS PLACED ON TOP OF BOX).
 - LOCATE WIRING REQUIRED ON ALL LONG AND SHORT SERVICES.

WATER SERVICE DETAIL- 2" AND SMALLER METER



- NOTES**
- PIPE SHALL BE POLYETHYLENE. FITTINGS SHALL BE BRASS.
 - THE 2" CURB STOP SHALL BE ALL BRONZE. FITTINGS SHALL BE BRASS.
 - CANNOT BE PLACED UNDER CONCRETE OR PAVEMENT.
 - PLACE 2 FEET PAST LAST WATER MAIN SERVICE CONNECTION.

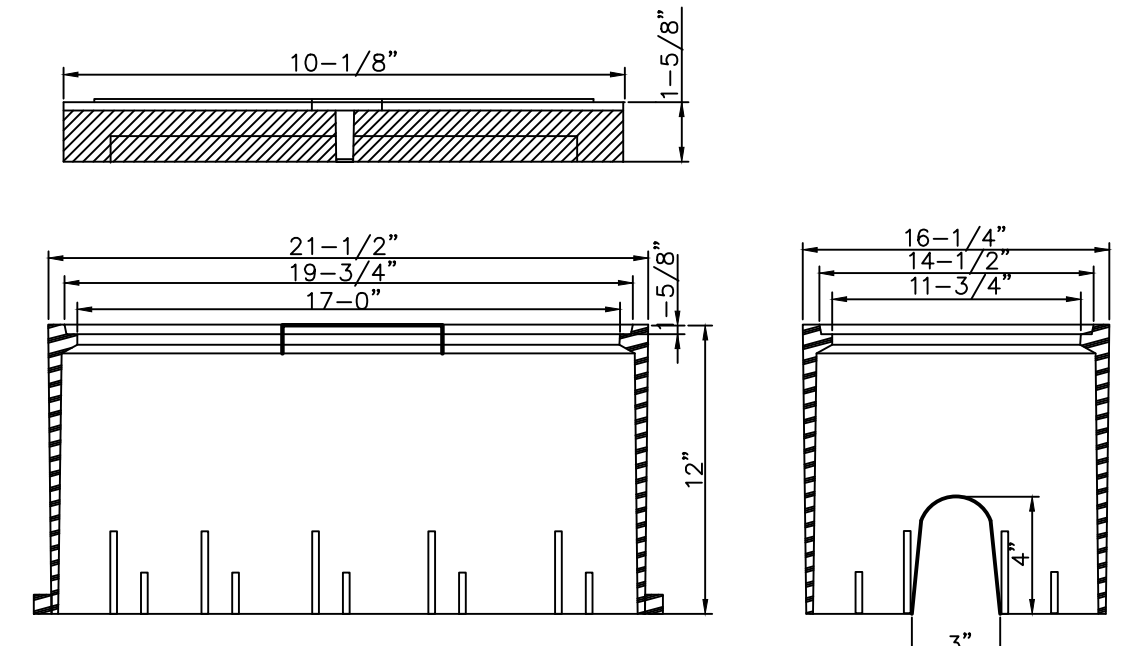
FLUSHING VALVE BELOW GRADE



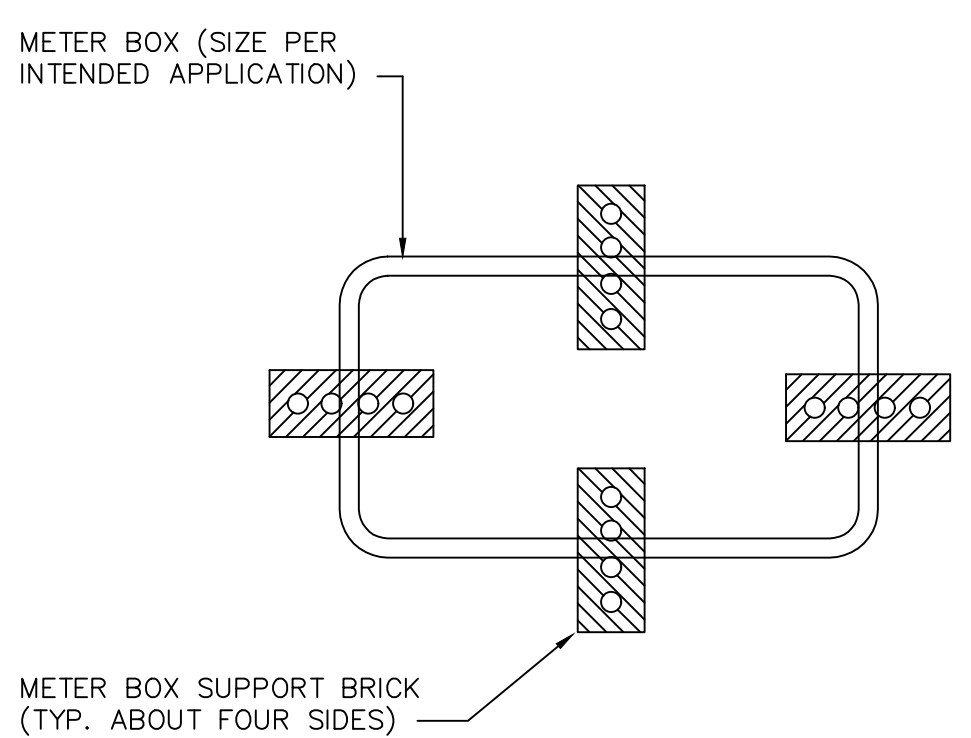
WATER SERVICE MARKER POST

- NOTE:**
- ALL SERVICES ARE TO BE CLEARLY MARKED BY A TREATED 6'-6" LONG MARKER POST PAINTED BLUE. ALL SERVICES ARE TO BE EXTENDED ABOVE GRADE UNTIL COMPLETION OF ALL GRADING ACTIVITIES. ONCE FINAL ROAD GRADING IS COMPLETE, LOWER SERVICES BY CUTTING OFF RISER 10" TO 12" BELOW FINAL GRADE AND INSTALL 90° BEND, NIPPLE AND LW BALL VALVE AT THAT ELEVATION. SET METER BOX OVER ENTIRE HORIZONTAL SECTION OF SERVICE LINE FROM LAST 90° BEND TO THE END OF THE CURB STOP. BOX TO BE REPOSITIONED WHEN THE METER IS INSTALLED. MARKER POST TO BE INSTALLED ADJACENT TO AND LOCATED AT THE MID SECTION OF THE METER BOX.

- NOTE:**
- MIN. WALL THICKNESS: .25"
DOUBLE WALL BODY W/STRUCTURAL SUPPORT RIBS
W/MIN. THICKNESS: 3/8"
1" BOTTOM FLANGE
BOX IS INJECTED MOLDED STRUCTURAL FOAM RECYCLED POLYPROPYLENE MATERIAL



METER BOX & SOLID BLUE LID



METER BOX SUPPORT DETAIL

Item #28

REVISION DESCRIPTION

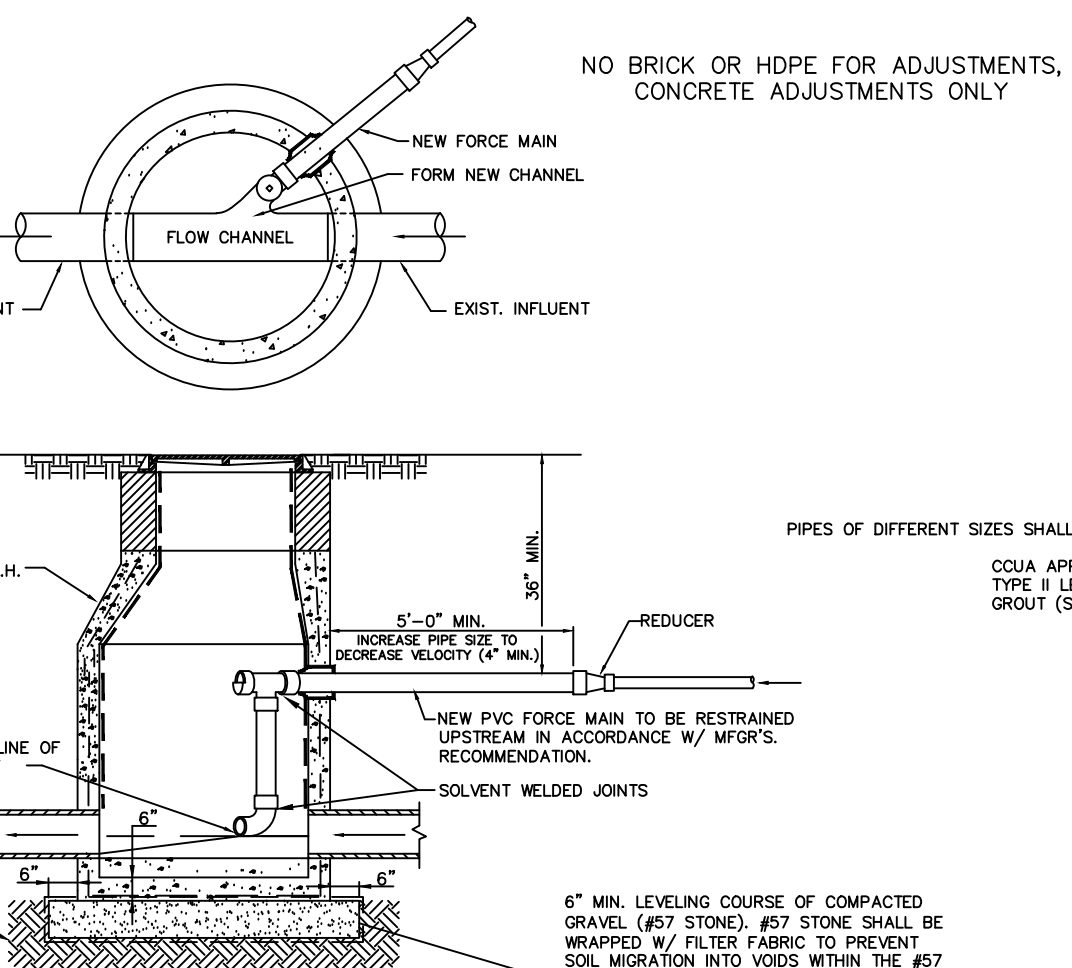
NO	DATE
1	FEB 2016
SS	GENERAL UPDATES
BY	DATE
DESIGN	DATE
DRAWN	DATE
CHKD	DATE
APRV	DATE

PROJECT: **STANDARD WATER SERVICE DETAILS**

CITY OF GREEN COVE SPRINGS
321 WALNUT STREET
GREEN COVE SPRINGS, FLORIDA 32043

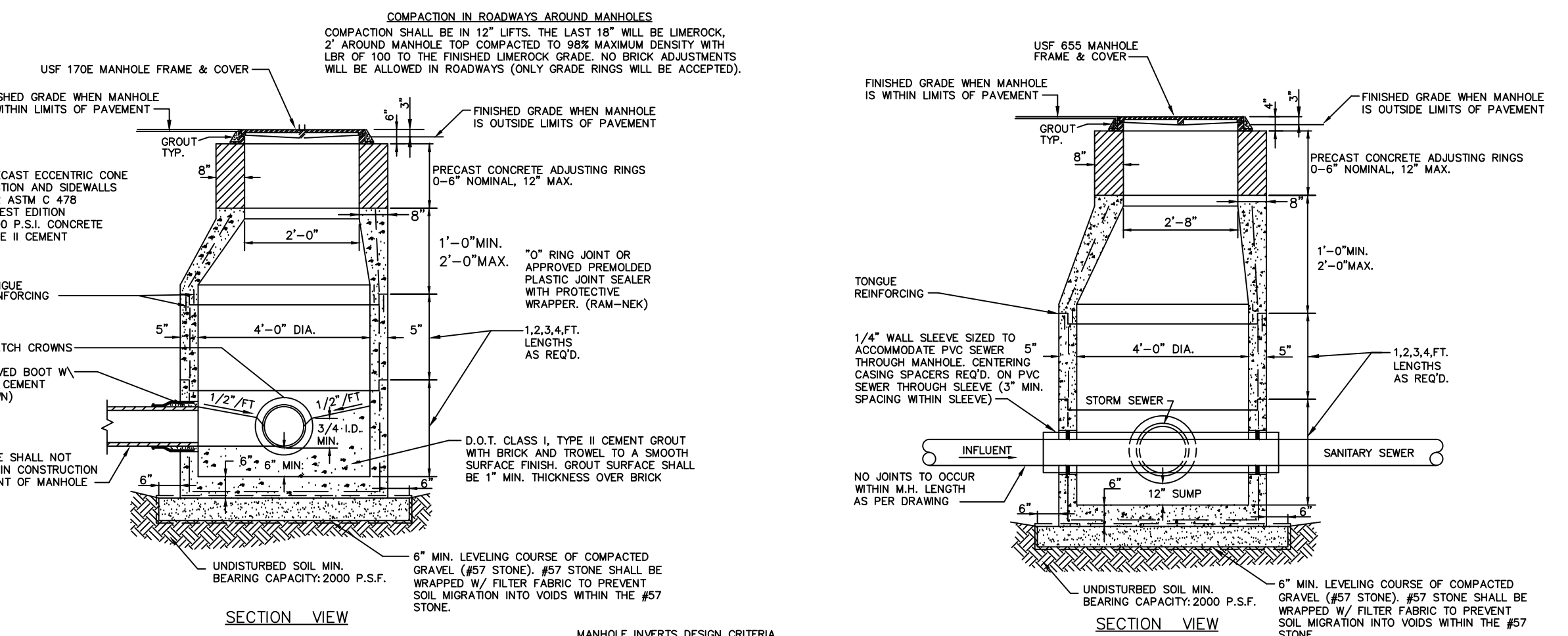
ACAD FILE NAME: **SERVICES.DWG**
SHEET NO.: **C17**
1 OF 1

Page 692

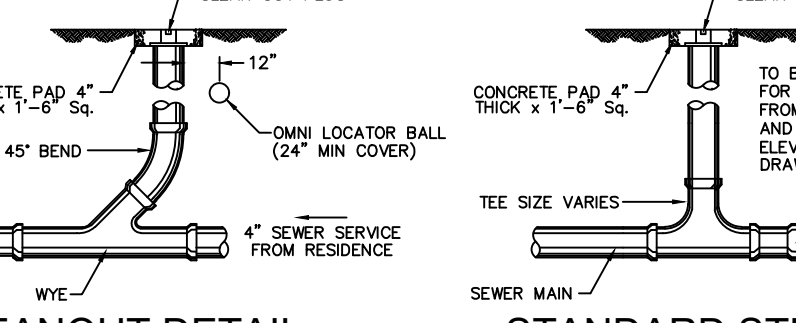


TYP. FORCE MAIN CONNECTION TO MANHOLE

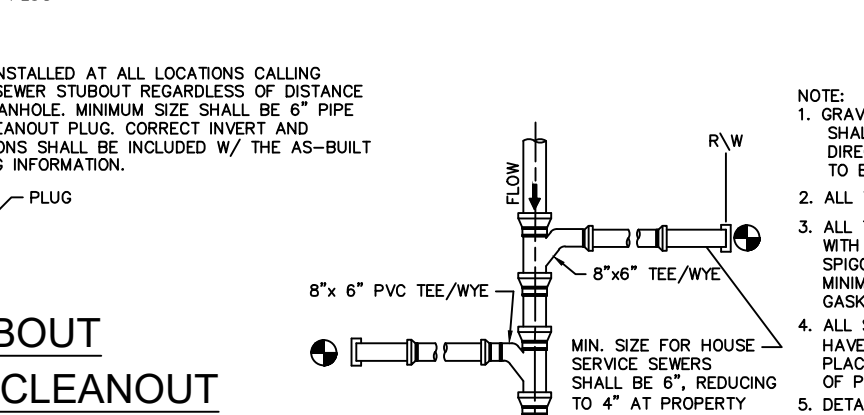
- NOTE: 1. THIS MANHOLE AND THE NEXT TWO MANHOLES DOWNSTREAM (AS REQUIRED BY UTILITY) ARE TO HAVE POLYETHYLENE LINER AS MANUFACTURED BY STANDARD PRECAST CO. (AGRU SURE GRIP) OR APPROVED EQUAL.
2. IF CONNECTION IS BEING MADE TO AN EXISTING MANHOLE, THAT MANHOLE AND THE NEXT TWO MANHOLES DOWNSTREAM (AS REQUIRED BY UTILITY), SHALL BE LINED WITH "SPECTRASHIELD" OR APPROVED EQUAL.
3. SIZE OF DROP PIPE CONNECTION TO MANHOLE SHALL BE DESIGNED BY THE PROJECT ENGINEER. MINIMUM SIZE SHALL BE 4" CONNECTION AND DROP PIPE SHALL BE SIZED TO REDUCE THE VELOCITY AND PREVENT "SPASHOVER" WITHIN THE MANHOLE. 5'-0" MINIMUM DISTANCE FROM MANHOLE TO REDUCER MAY BE INCREASED TO ASSIST IN THIS VELOCITY REDUCTION.



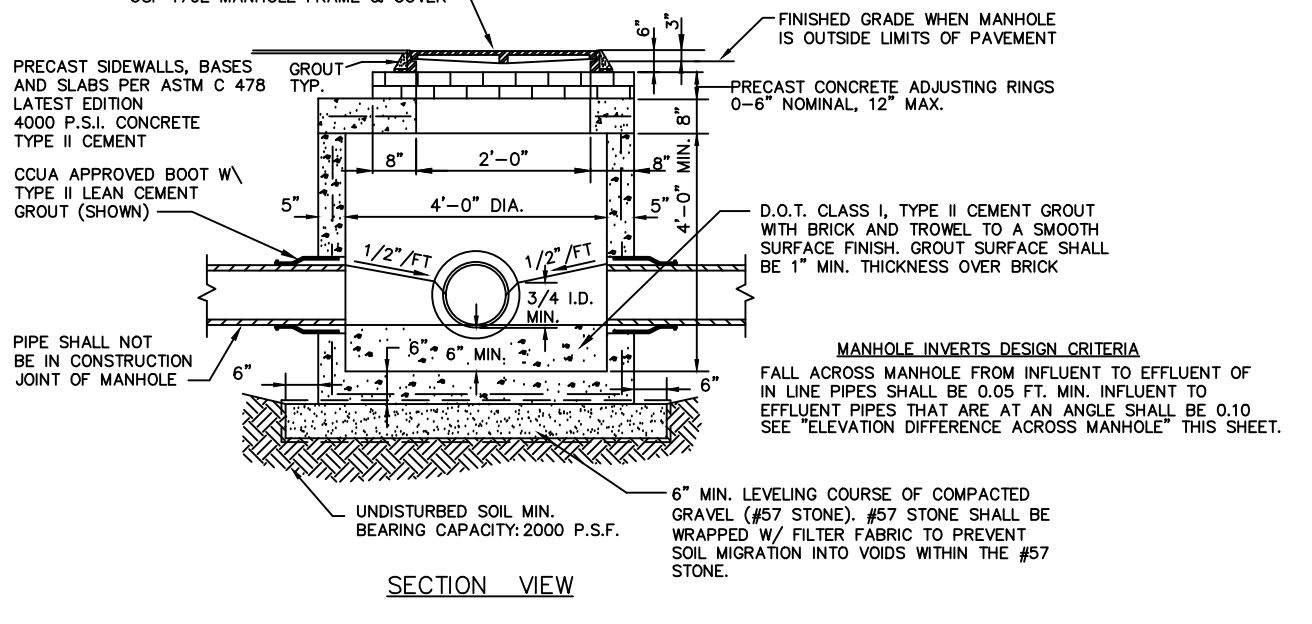
SANITARY SEWER MANHOLE



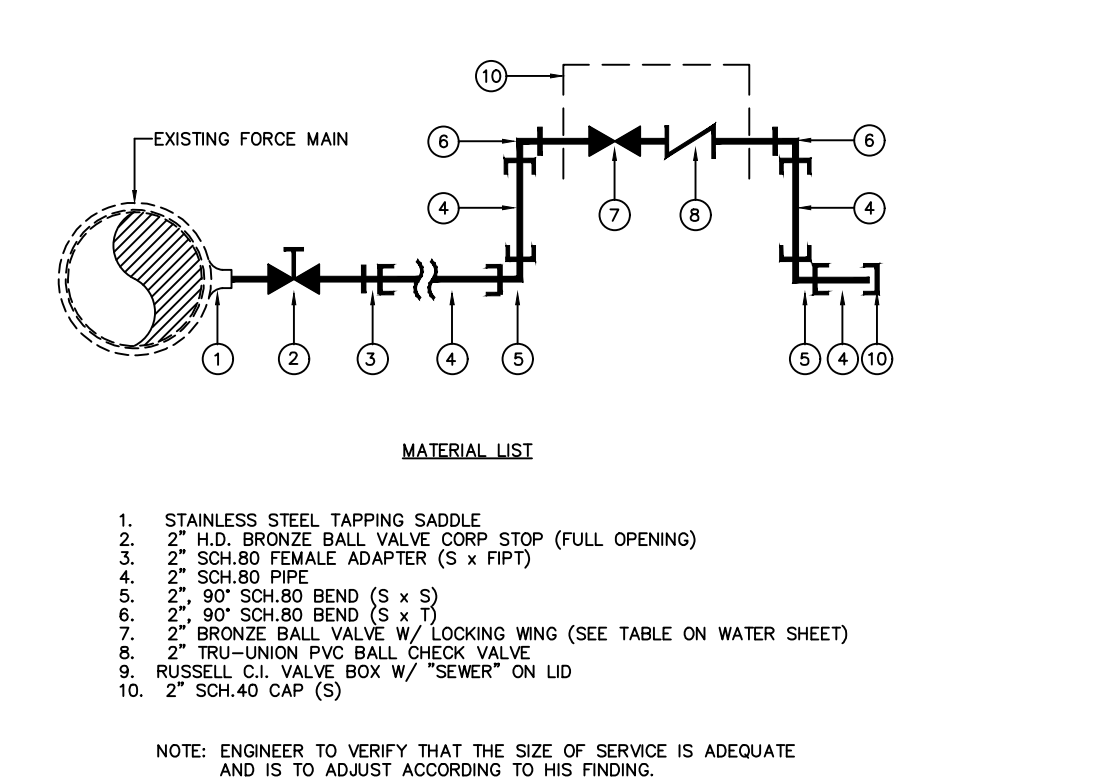
CLEANOUT DETAIL



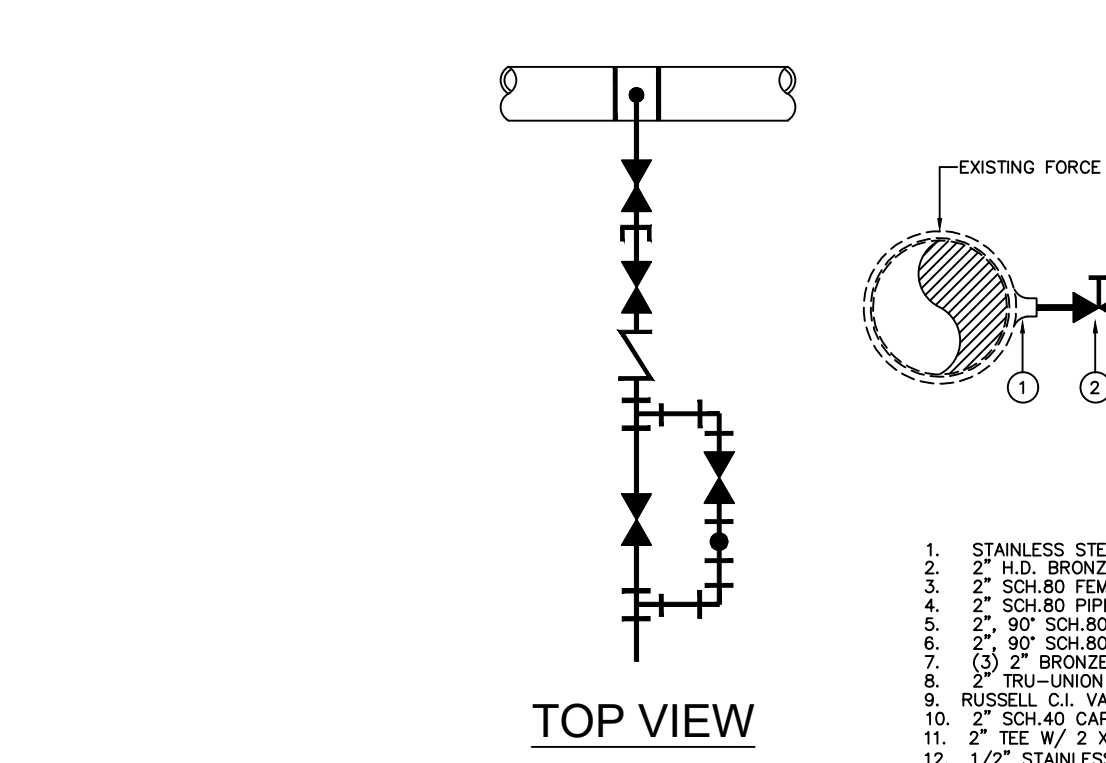
STANDARD STUBOUT SURVEY ACCESSIBLE CLEANOUT



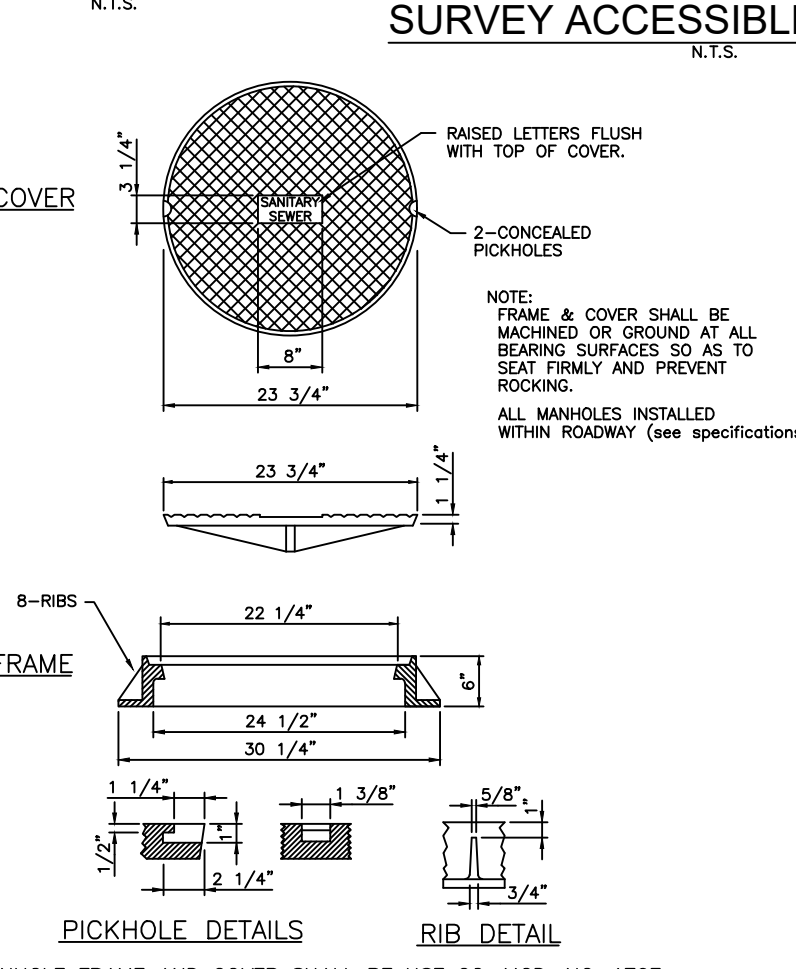
SHALLOW SANITARY SEWER MANHOLE



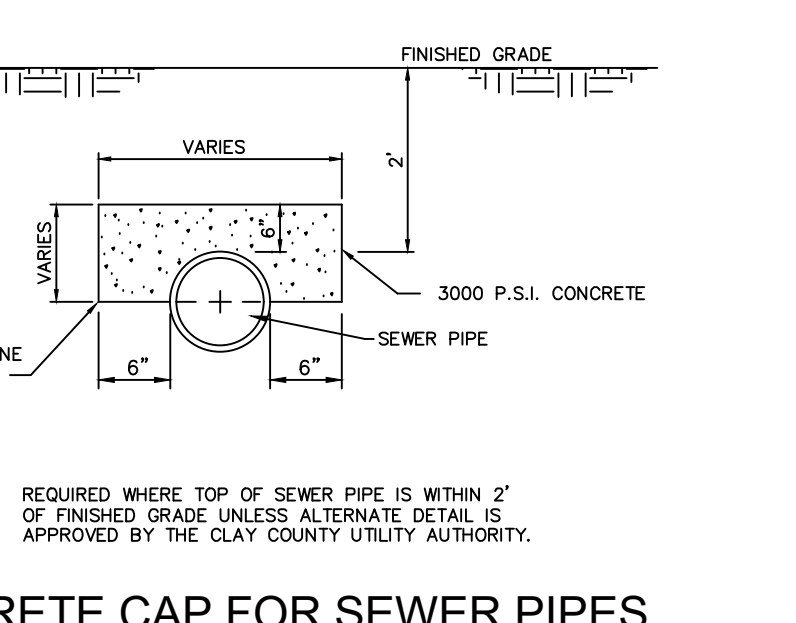
2" SEWAGE FORCE MAIN MANIFOLD SERVICE CONNECTION DETAIL FOR MEDIUM TO HIGH PRESSURE CONNECTION SYSTEMS



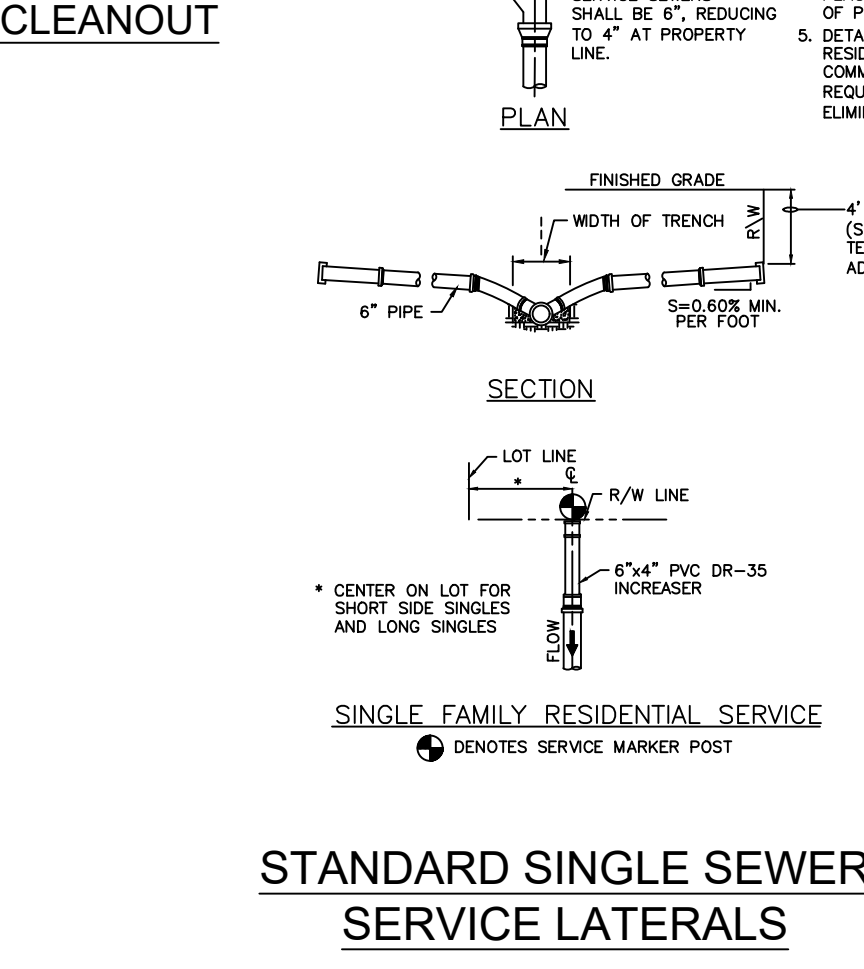
" SEWAGE FORCE MAIN MANIFOLD SERVICE CONNECTION / WITH PRESSURE GAUGE FITTING / FOR LOW PRESSURE RECEIVING SYSTEMS FOR CREATING ARTIFICIAL HEAD PRESSURE



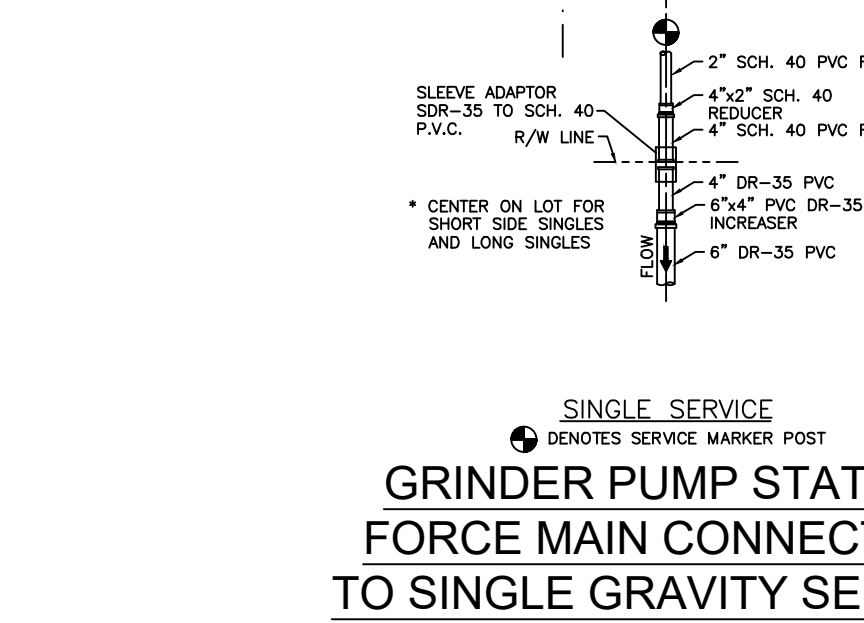
SANITARY SEWER MANHOLE FRAME & COVER



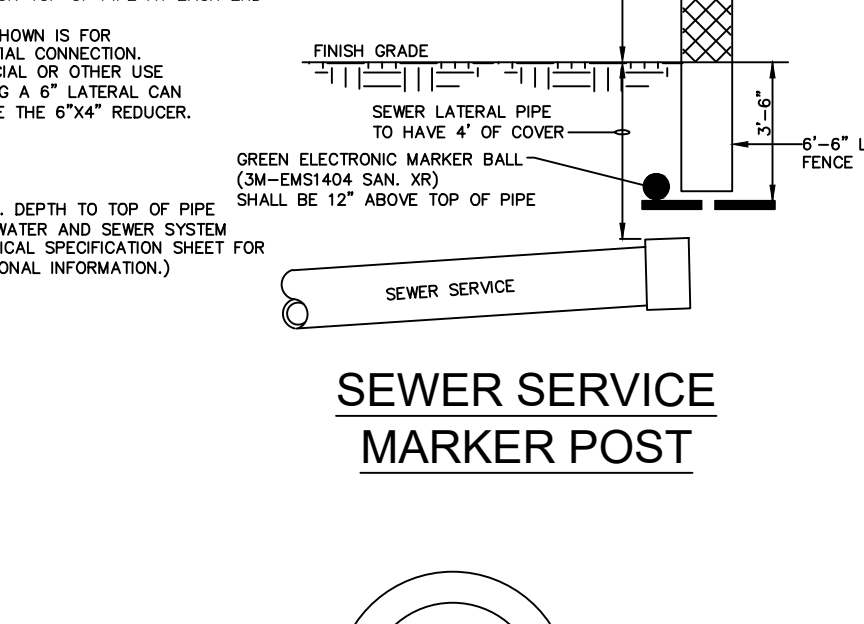
CONCRETE CAP FOR SEWER PIPES



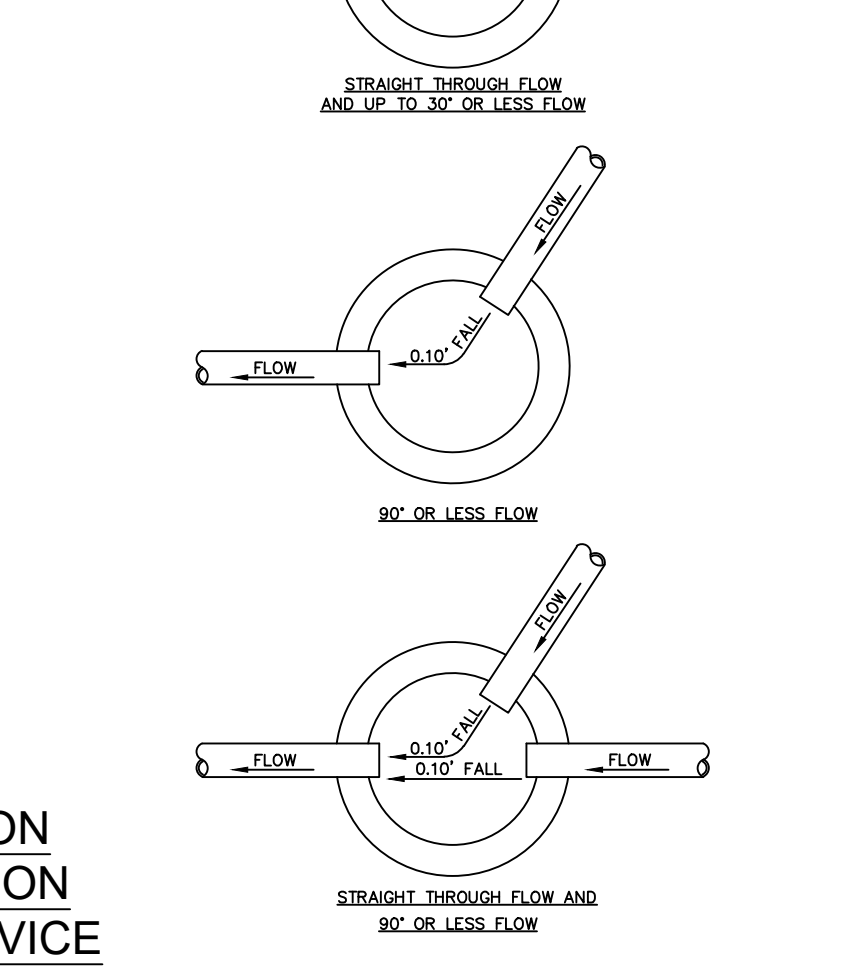
STANDARD SINGLE SEWER SERVICE LATERALS



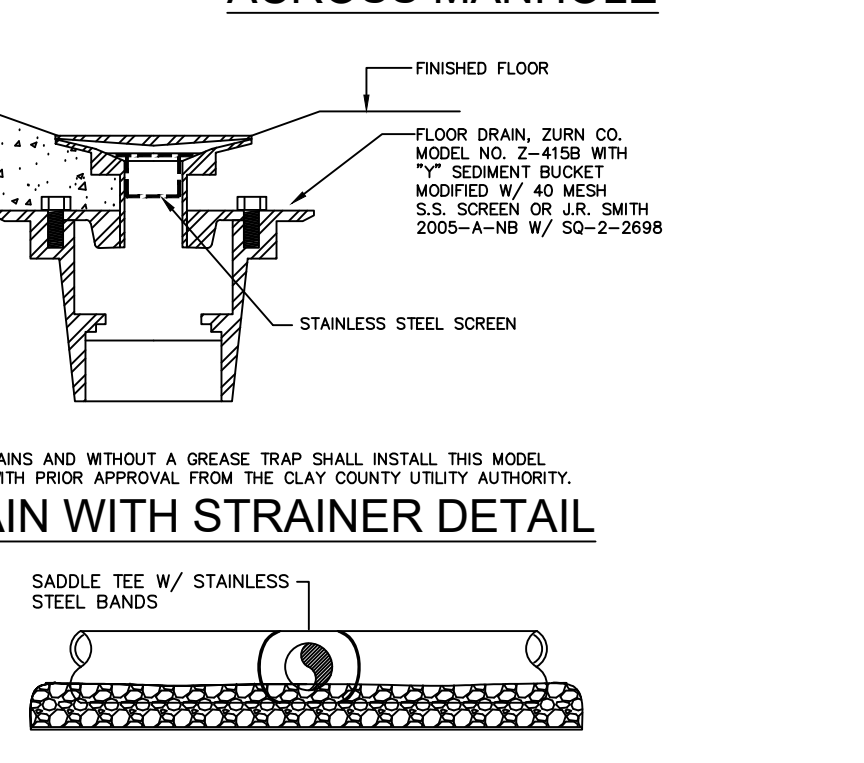
GRINDER PUMP STATION FORCE MAIN CONNECTION TO SINGLE GRAVITY SERVICE



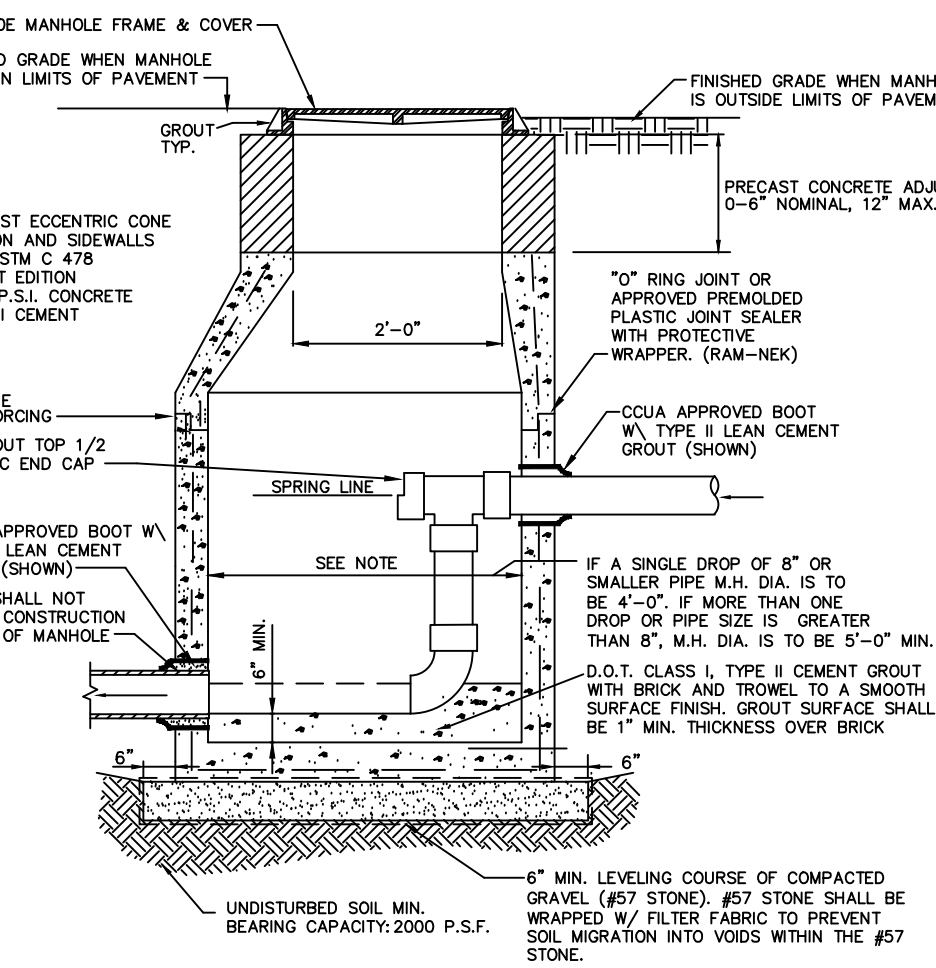
SEWER SERVICE MARKER POST



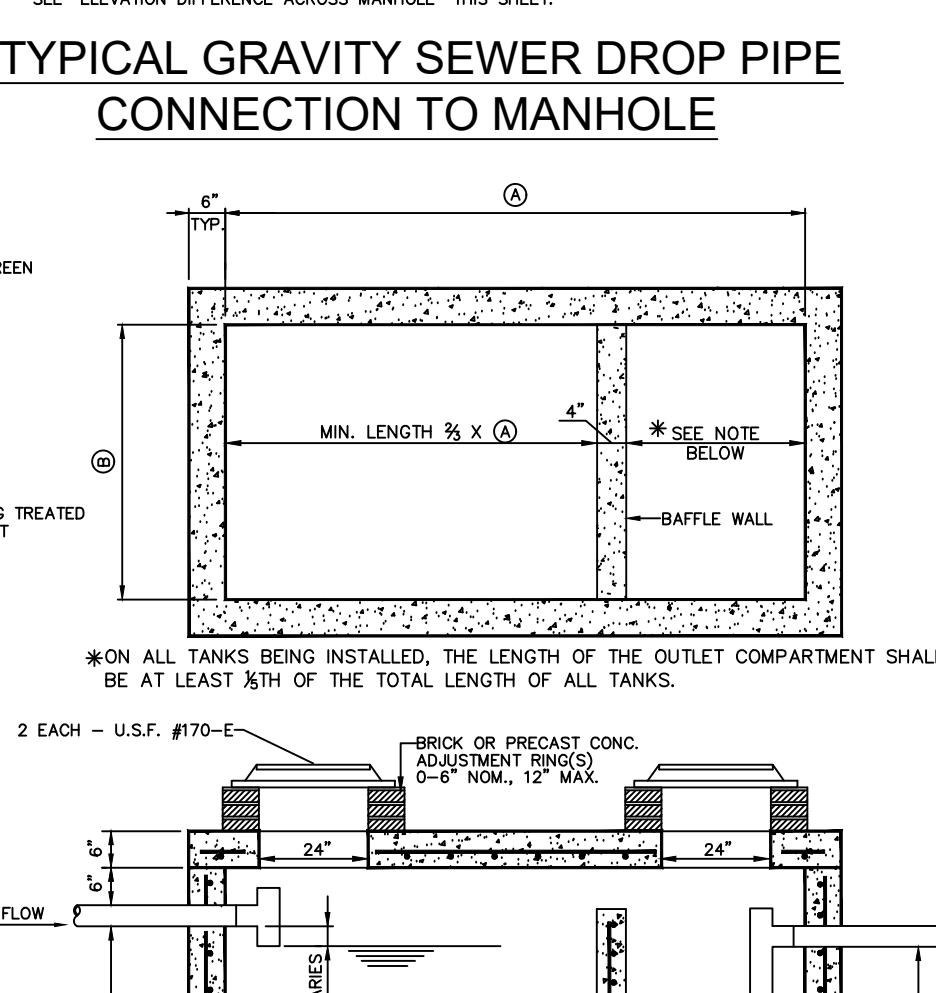
ELEVATION DIFFERENCE ACROSS MANHOLE



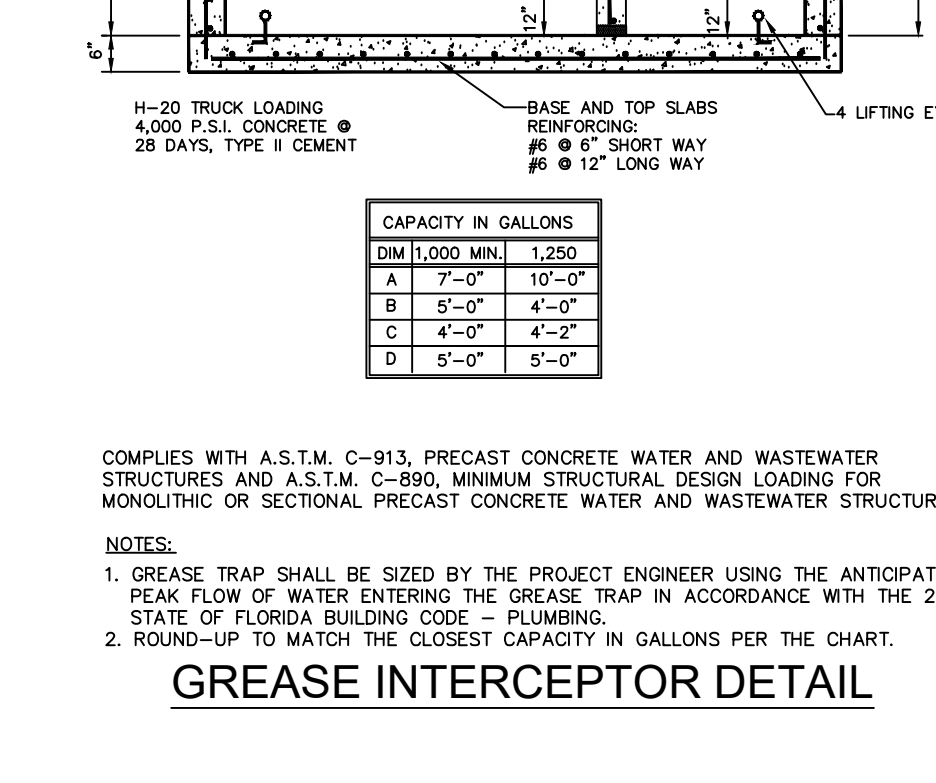
FLOOR DRAIN WITH STRAINER DETAIL



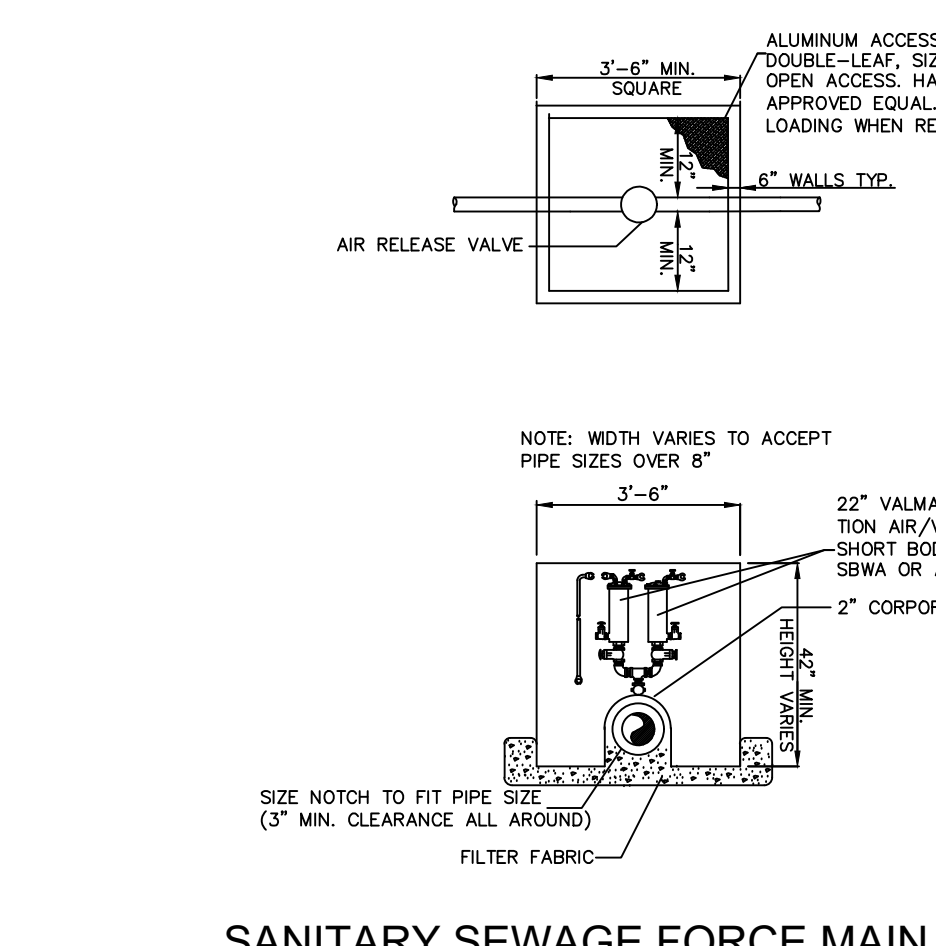
TYPICAL GRAVITY SEWER DROP PIPE CONNECTION TO MANHOLE



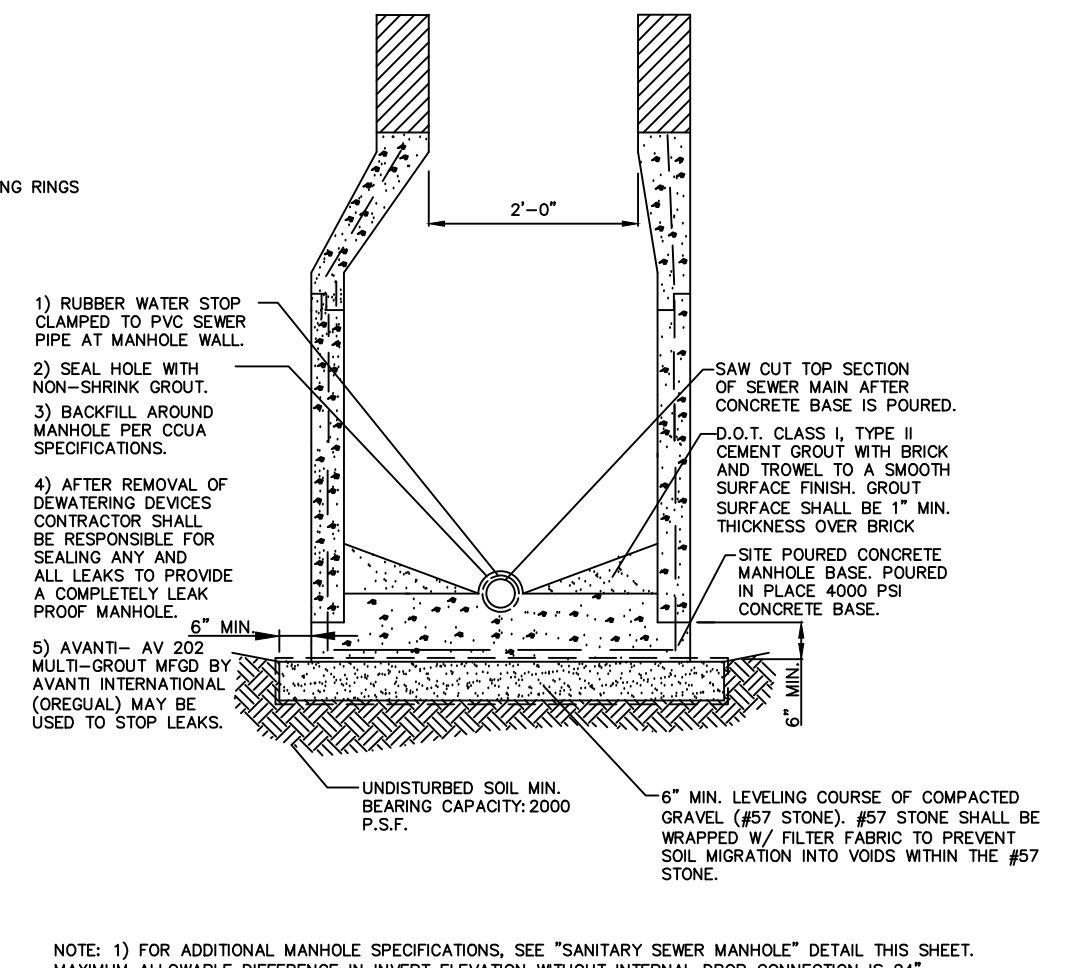
SADDLE MANHOLE DETAIL SECTION



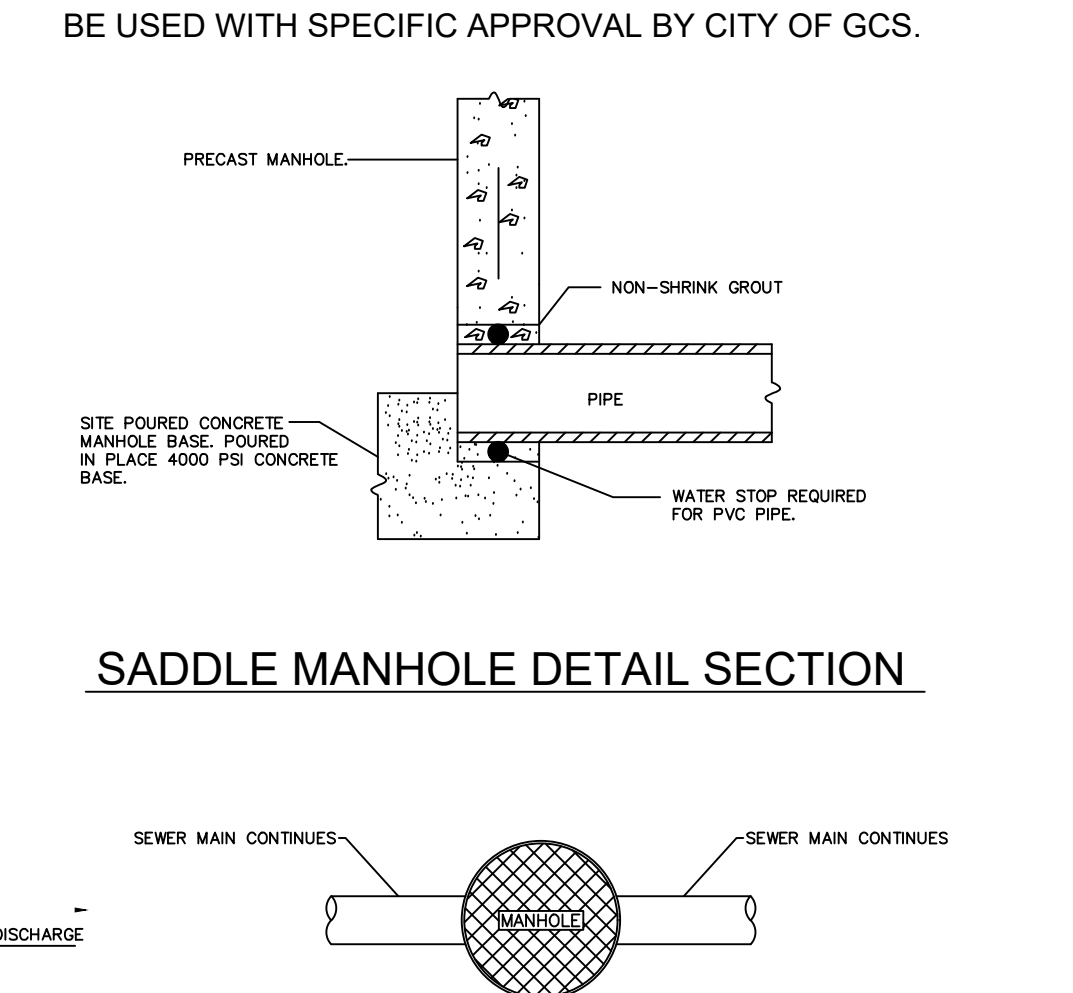
GREASE INTERCEPTOR DETAIL



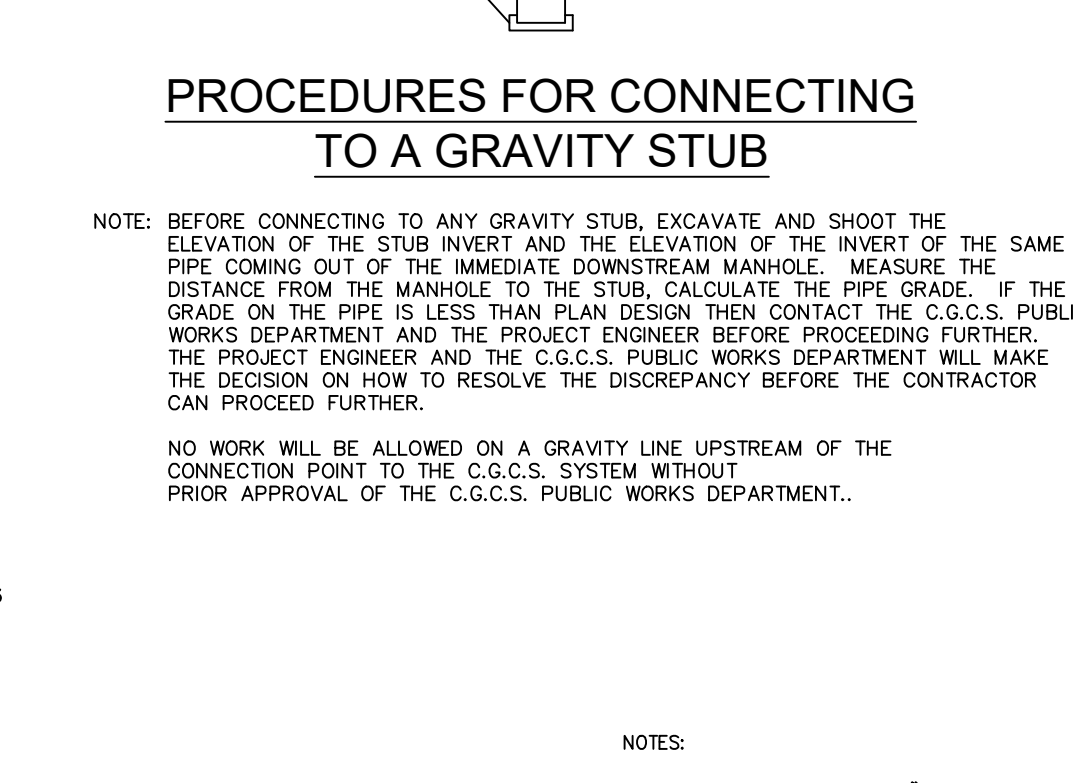
SANITARY SEWAGE FORCE MAIN AIR RELEASE VALVE VAULT



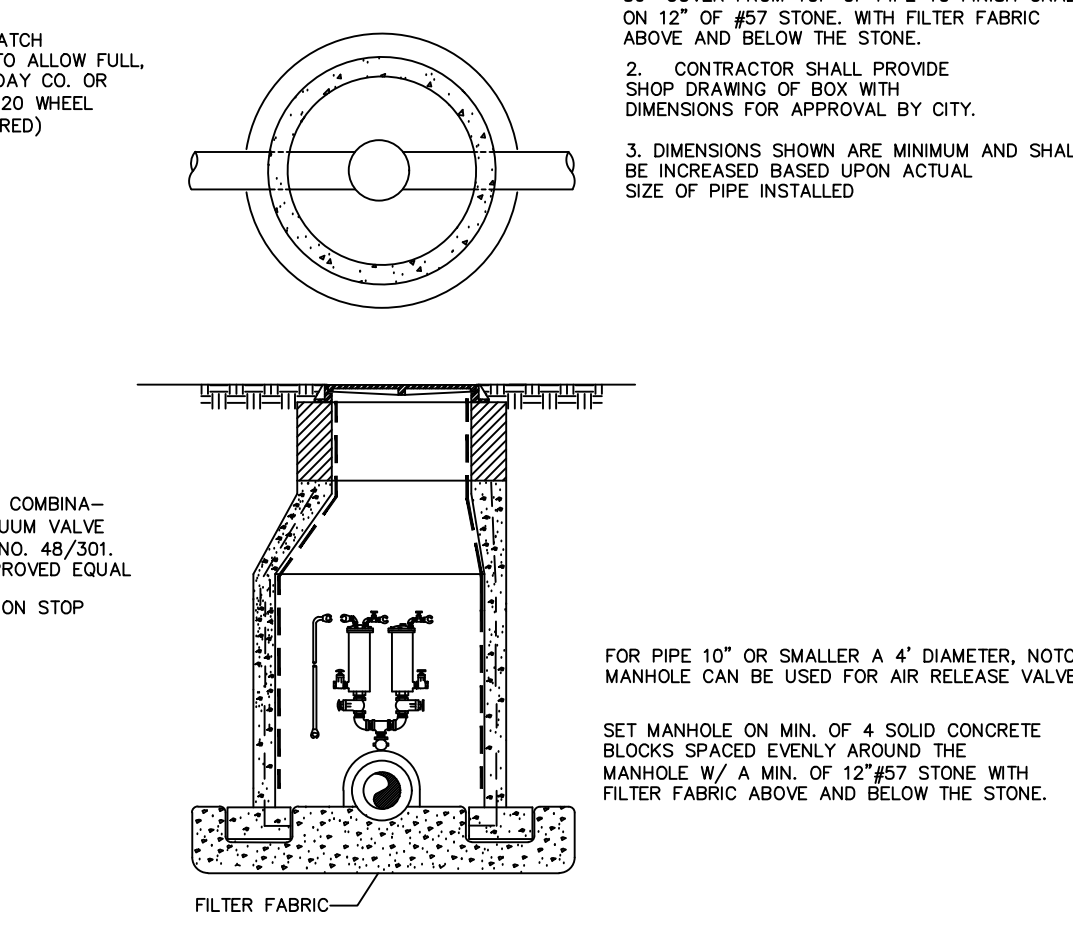
SADDLE MANHOLE DETAIL



PROCEDURES FOR CONNECTING TO A GRAVITY STUB



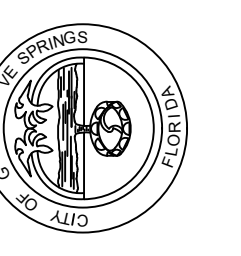
SANITARY SEWAGE FORCE MAIN AIR RELEASE VALVE VAULT



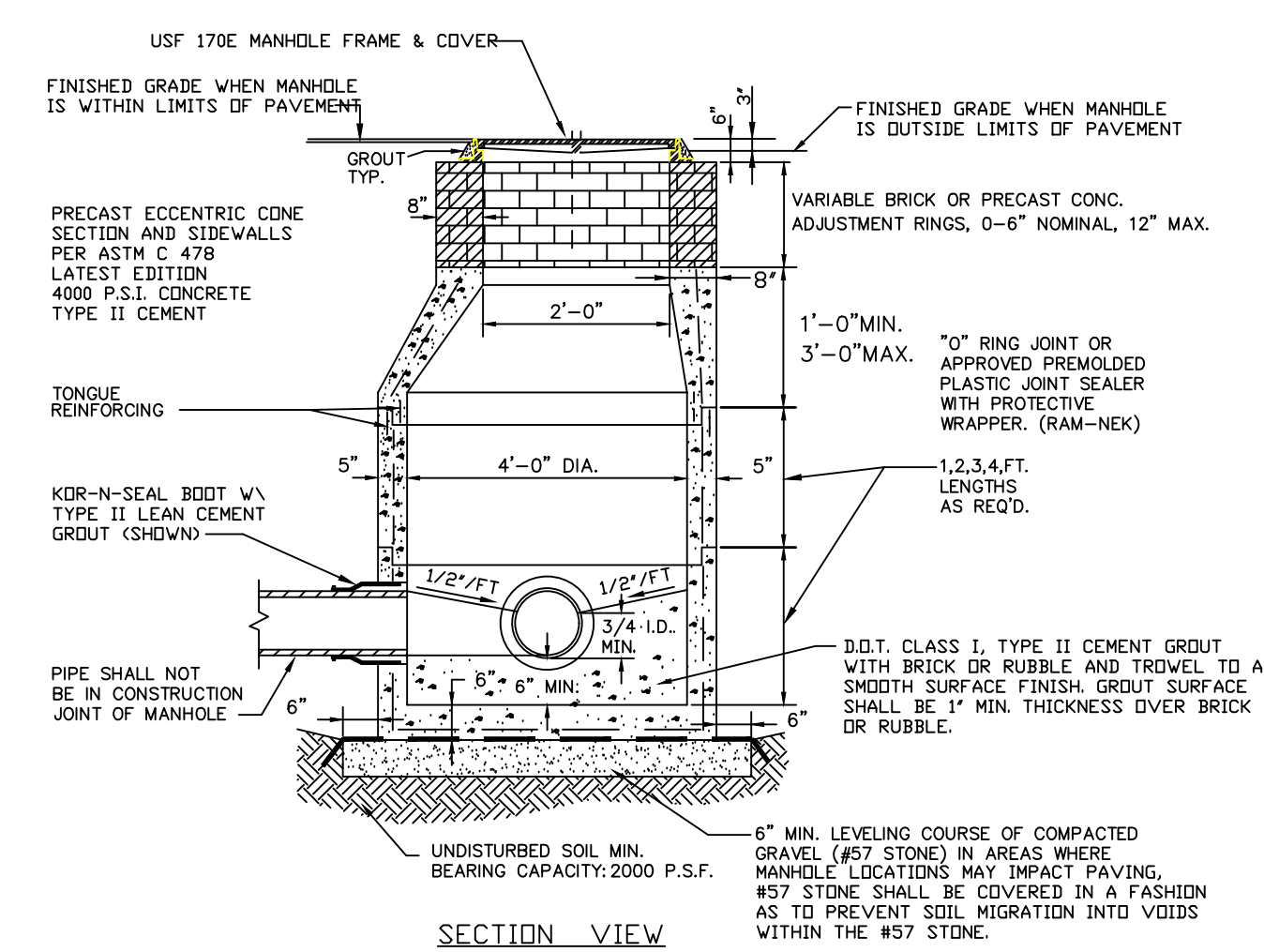
SANITARY SEWAGE FORCE MAIN AIR RELEASE VALVE VAULT

GRAVITY SEWER SERVICE DETAILS

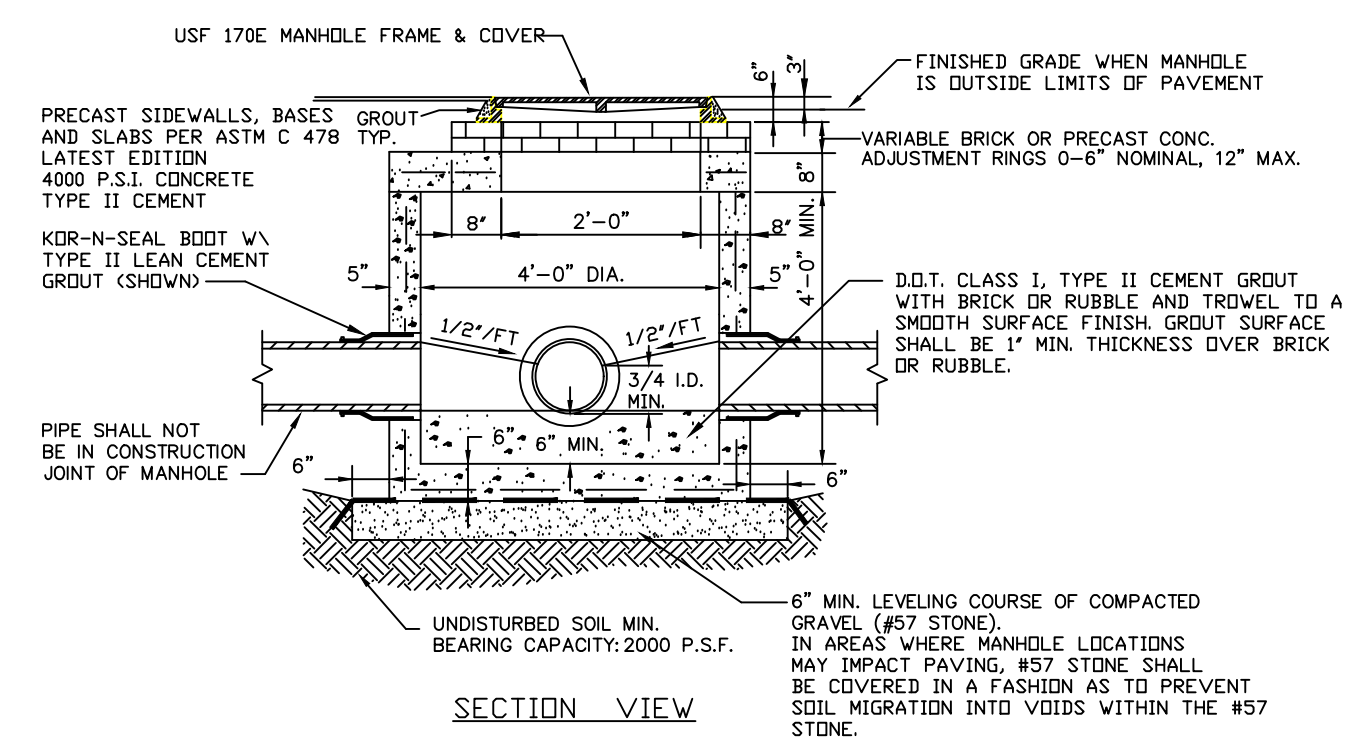
CITY OF GREEN COVE SPRINGS
321 WALNUT STREET
GREEN COVE SPRINGS, FLORIDA 32043



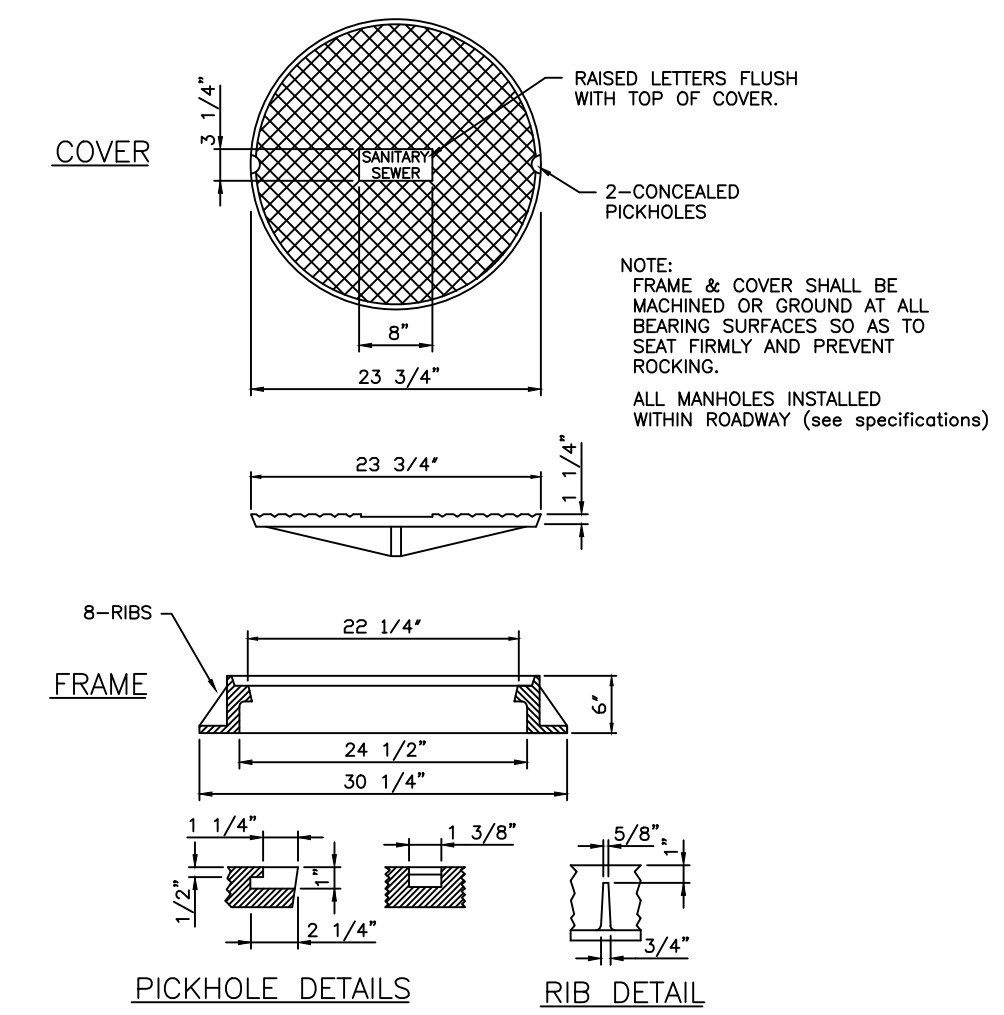
COMPACTION IN ROADWAYS AROUND MANHOLES
COMPACTION SHALL BE IN 12" LIFTS. THE LAST 18" WILL BE LIMEROCK, 2" AROUND MANHOLE TOP COMPACTED TO 98% MAXIMUM DENSITY WITH LBR OF 100 TO THE FINISHED LIMEROCK GRADE. NO BRICK ADJUSTMENTS WILL BE ALLOWED IN ROADWAYS (ONLY GRADE RINGS WILL BE ACCEPTED).



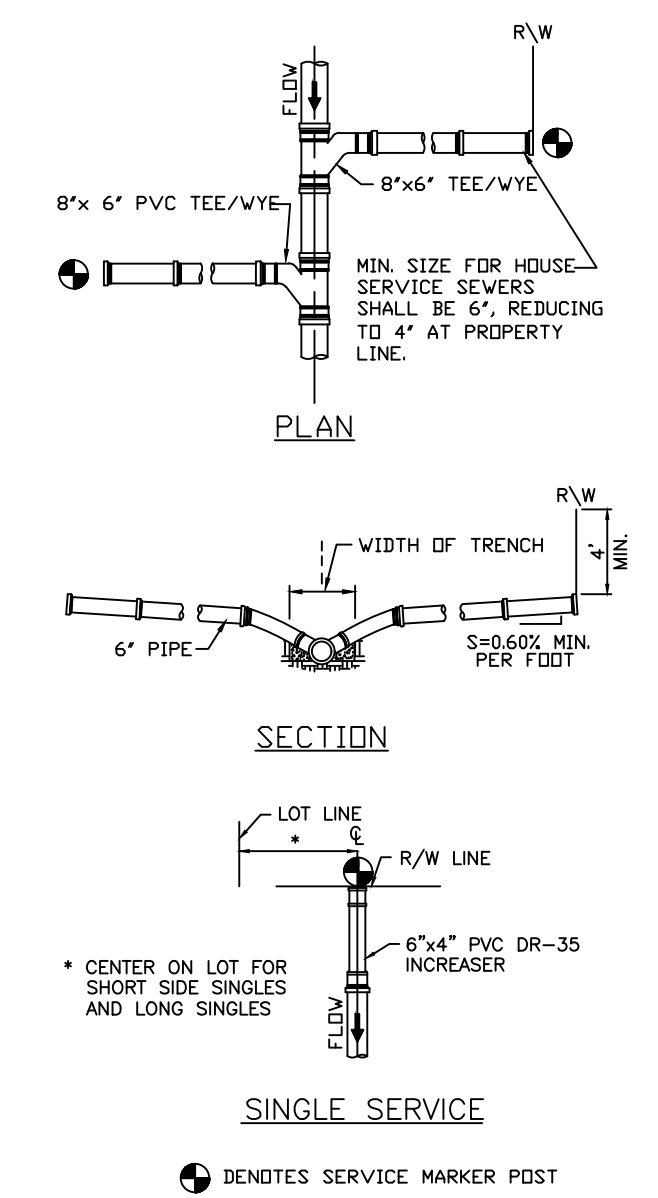
SANITARY SEWER MANHOLE



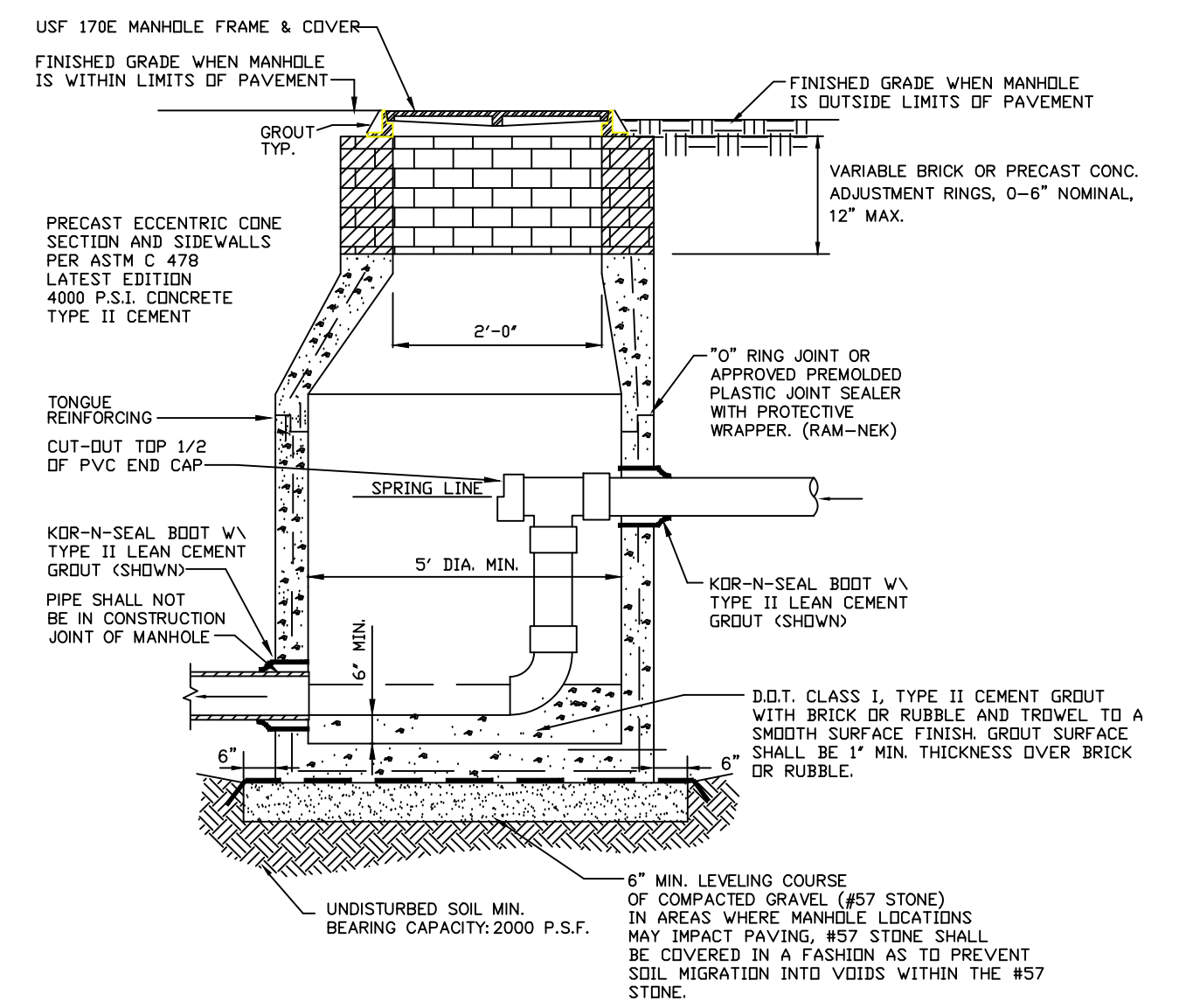
SHALLOW SANITARY SEWER MANHOLE



SANITARY SEWER MANHOLE FRAME + COVER

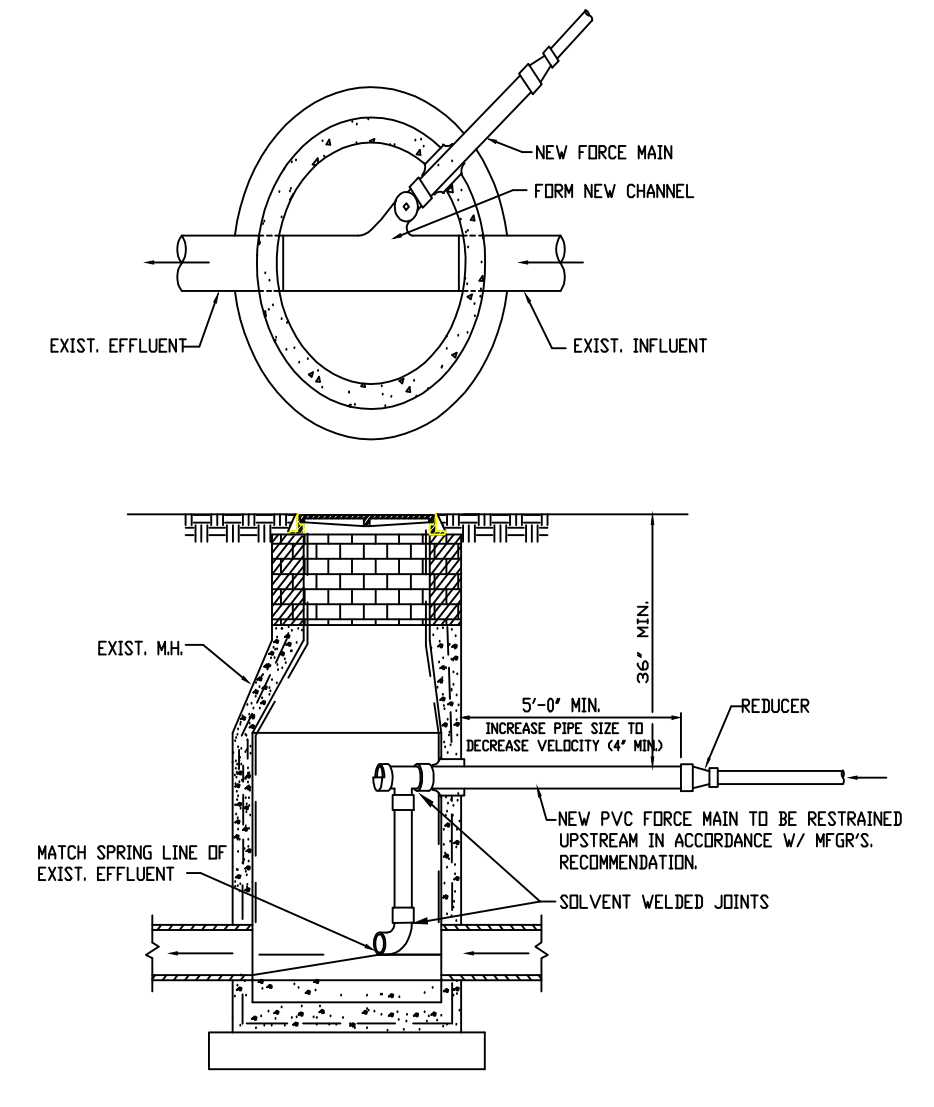


STANDARD SINGLE SEWER SERVICE LATERALS



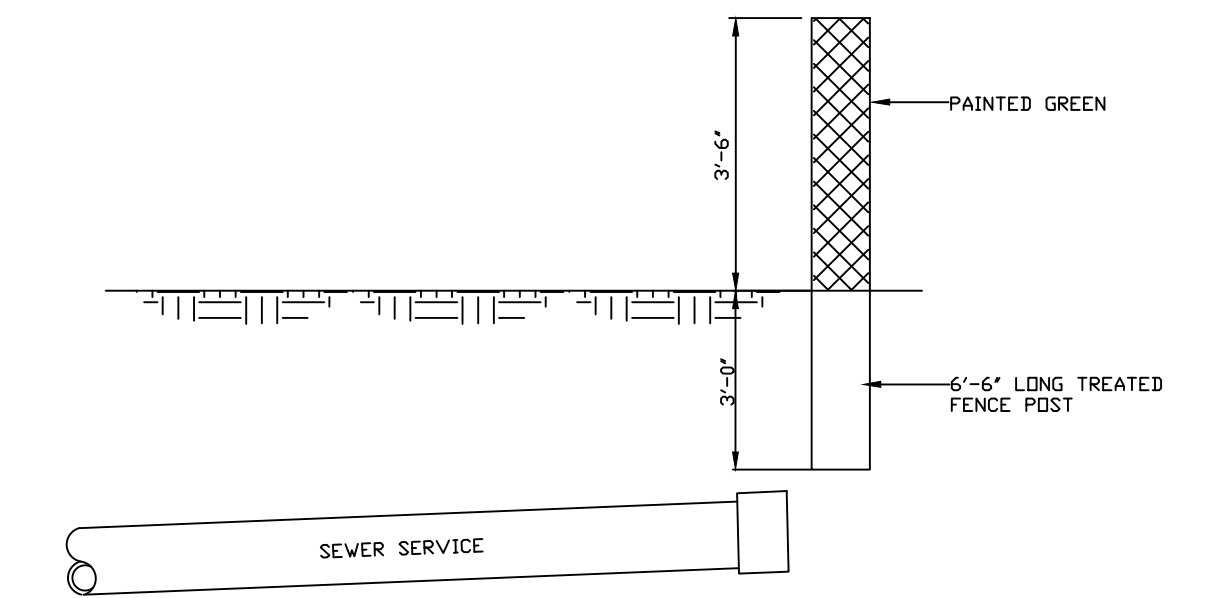
NOTE: FOR ADDITIONAL MANHOLE SPECIFICATIONS, SEE "SANITARY SEWER MANHOLE" DETAIL THIS SHEET. MAXIMUM ALLOWABLE DIFFERENCE IN INVERT ELEVATION WITHOUT INTERNAL DROP CONNECTION IS 24".

TYPICAL GRAVITY SEWER DROP PIPE CONNECTION TO MANHOLE

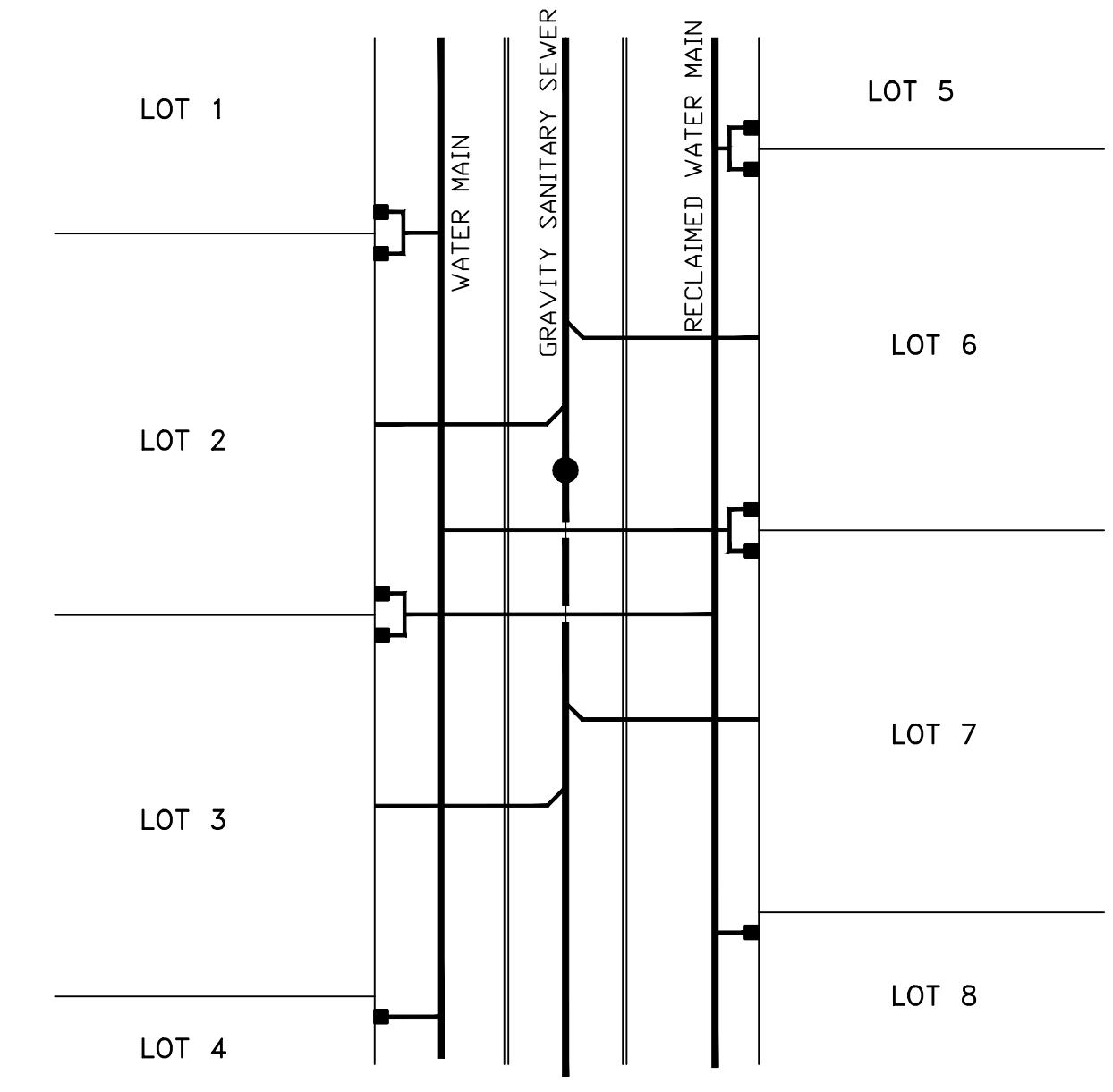


TYP. FORCE MAIN CONNECTION TO MANHOLE

NOTE: 1. THIS MANHOLE AND THE NEXT TWO MANHOLES DOWNSTREAM (AS REQUIRED BY UTILITY) ARE TO HAVE POLYETHYLENE LINER AS MANUFACTURED BY TAYLOR PRECAST CO. OR APPROVED EQUAL.
2. SIZE OF DROP PIPE CONNECTION TO MANHOLE SHALL BE DESIGNED BY THE PROJECT ENGINEER. MINIMUM SIZE SHALL BE 4". CONNECTION AND DROP PIPE SHALL BE SIZED TO REDUCE THE VELOCITY AND PREVENT "SPLASHOVER" WITHIN THE MANHOLE. 5'-0" MINIMUM DISTANCE FROM MANHOLE TO REDUCER MAY BE INCREASED TO ASSIST IN THIS VELOCITY REDUCTION.



SEWER SERVICE MARKER POST



TYPICAL WATER AND SEWER SERVICE LOCATION PLAN

- 1) ALL WATER AND REUSE DOUBLE SERVICES ON PROPERTY LINE.
- 2) ANY SINGLE WATER OR REUSE SERVICE LINES ON LOT LINE.
- 3) ALL SEWER SERVICES ARE TO CENTER OF LOTS.

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	QTY	REMARKS
IC	Ilex cassine / Dahoon Holly	45-Gallon		4	Min. 8'-10" ht. x 3'-4" sprd., 2" DBH
IOE	Ilex opaca 'Eagleston' / Eagleston Holly	65-Gal.	2.5" DBH	28	Min. 11' - 13' ht. x 3'-4" sprd., 3" CT, 2.5" DBH
QV	Quercus virginiana / Southern Live Oak	-	5"-Cal.	19	Min. 17' - 20' ht. x 8'-10" sprd.
SP15	Sabal palmetto / Cabbage Palmetto	15' CT		7	Shaved trunk, regen.
SHRUBS	BOTANICAL / COMMON NAME	CONT	SPACING	QTY	
VOW	Viburnum obovatum 'Withlacooche' / Withlacooche Walter's Viburnum	7-Gallon	48" o.c.	76	Min. 36" ht. x 24" sprd.

GENERAL NOTES:

1. ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 OR BETTER.
2. ALL SUBSTITUTIONS SHALL BE APPROVED BY THE OWNER OR THE LANDSCAPE ARCHITECT.
3. MULCH ALL BEDS WITH MIN. 3" SHREDDED CYPRESS MULCH. PULL AWAY FROM SHRUB & TREE STEMS.
4. WHERE NUMBERS ON PLANTING PLAN AND PLANT SCHEDULE DIFFER, THE PLANTING PLAN SHALL TAKE PRECEDENCE.
5. WHERE SIZES INDICATED DO NOT MATCH CONTAINER SIZE, THE LARGER OF THE TWO SPECIFICATIONS SHALL BE USED.
6. SOD ALL DISTURBED AREAS ON THE PROJECT SITE NOT OTHERWISE LANDSCAPED WITH ARGENTINE BAHIA SOD.
7. INSTALL ROOT BARRIER PER DETAIL AT RIGHT FOR ALL TREES INDICATED WITH SHADED DOT TO INDICATE 5' OR LESS SEPARATION FROM R.O.W. OR UTILITIES.
8. ALL NEW LANDSCAPING WILL BE PROVIDED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM SUPPLIED BY A DEDICATED IRRIGATION METER.
9. STREET TREES SHALL BE PLANTED AT THE TIME THE LOT ON WHICH THEY ARE PLACED ARE DEVELOPED.

GENERAL NOTES

1. It is expected that appropriate substitutions of plant material with the intent to improve the quality and appearance of the project relative to the availability of material and freeze considerations meet with the approval of the Landscape Architect.
2. All sod areas shall be verified on plan and on site.
3. It is the responsibility of the Landscape Contractor to follow all guidelines set forth from the Landscape Specifications when provided. All plant materials shall be Florida #1 or better (Florida Fancy) as described in "Grades and Standards for Nursery Plants".
4. All specimen trees must meet the specifications provided in the plant schedule and plans. Any substitutions for Specimen Trees must meet with the approval of the Landscape Architect.
5. Contact the Landscape Architect for any major site changes which alter landscape beds or berming areas.

EARTHWORK

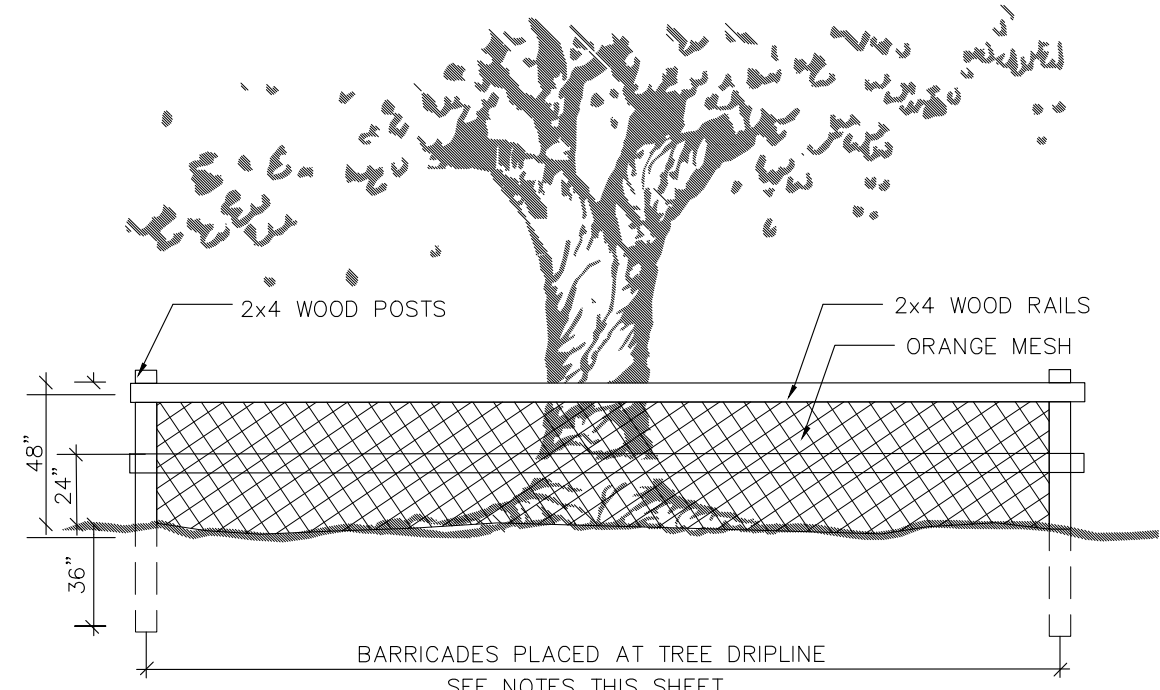
1. All site work for rough grading of berms, planters, and planting areas is to be provided by the General Contractor, unless otherwise specified by these plans. Fill for all berms and planters shall be of a suitable, sandy gradation which is porous and percolates well, to insure proper water runoff and drainage. Absolutely no plastic, clayey soil may be used in any planting area.
2. The General Contractor shall be responsible for verifying the cubic yard quantities of proposed berms or planter areas.
3. The Landscape Contractor is responsible for all final grading of berms, bed areas, and sod areas until acceptable by the Landscape Architect, both before and after landscape installation has begun.
4. The Landscape Contractor is to verify soil condition of all planting areas as to pH level and organic stability before planting begins. Recommendations, if any, for improvement to existing soil shall be submitted to Godard Design Assoc. for review and record before installation begins. If soil conditions are found to be unsatisfactory the soil must be amended in accordance with test results and recommendations.
5. Any unsuitable material found in landscape beds of berms shall be removed by the General Contractor to a depth of not less than twelve (12) inches and backfilled with said suitable material with reasonable (90%) compaction.
6. Any debris, such as wood, concrete, stucco, bricks, etc., shall be removed by the General Contractor and backfilled with suitable material as described in Item

TREE SPADING CONTRACTOR IS RESPONSIBLE FOR:

1. Locating and verifying all existing underground utilities in or near proposed tree locations before any trees are placed, and shall coord-inate closely with respective utility contractors involved in those areas.
2. Scheduling tree spading operations in any area before sidewalks or other impassable structures are installed.
3. Replacing any tree which has died due to improper transplanting, as directed by the Landscape Architect and/or Owner.
4. Watering in and fertilizing all spaded trees, as well as amending the surrounding soil, until said trees are established. Established shall mean when tree shows no signs of shock, lack of water, or overall poor health until such time as normal watering as supplied by irrigation system can maintain tree in good health.
5. Tree spade contractor shall amend soil in the immediate area of the tree if said soil is not acceptable for transplanting. Notify Landscape Architect in writing of proposed soil amendments.

LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR:

1. Watering in and guaranteeing all other trees as per specifications listed on these plans or the written sections.
2. Providing mulch, peat, potting soil, and/or fertilizer on site as directed by the plans, specifications, or Landscape Architect.
3. Providing positive drainage of all landscaped areas around build-ings, islands, amenities, and other areas negatively affected by poor drainage. This note covers all areas not specified on engineering or landscape grading plans.



TREE PROTECTION BARRICADE DETAIL
SCALE: N.T.S.

1. PROTECT DESIGNATED EXISTING TREES SCHEDULED TO REMAIN AGAINST:
 - UNNECESSARY CUTTING, BREAKING, OR SKINNING OF ROOTS
 - SKINNING AND BRUISING OF BARK
 - SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION OR EXCAVATION MATERIALS WITHIN DRIP-LINE
 - FOOT OR VEHICULAR TRAFFIC
 - PARKING VEHICLES WITHIN DRIP-LINE
2. ERECT TEMPORARY WOODEN BARRICADES AS SHOWN ON THIS SHEET, BEFORE COMMENCEMENT OF ANY SITE CLEARING OR GRADING. FENCE TO BE 4' HIGH MINIMUM WITH 2 X 4 POSTS AND 2-2X4 RAILS AT 2' AND 4' ABOVE GRADE AND SHALL BE SET DEEP ENOUGH IN THE GROUND TO BE STABLE WITHOUT ADDITIONAL SUPPORT. ALL FENCING SHOULD BE A MINIMUM CLEAR DISTANCE AS NOTED BELOW:

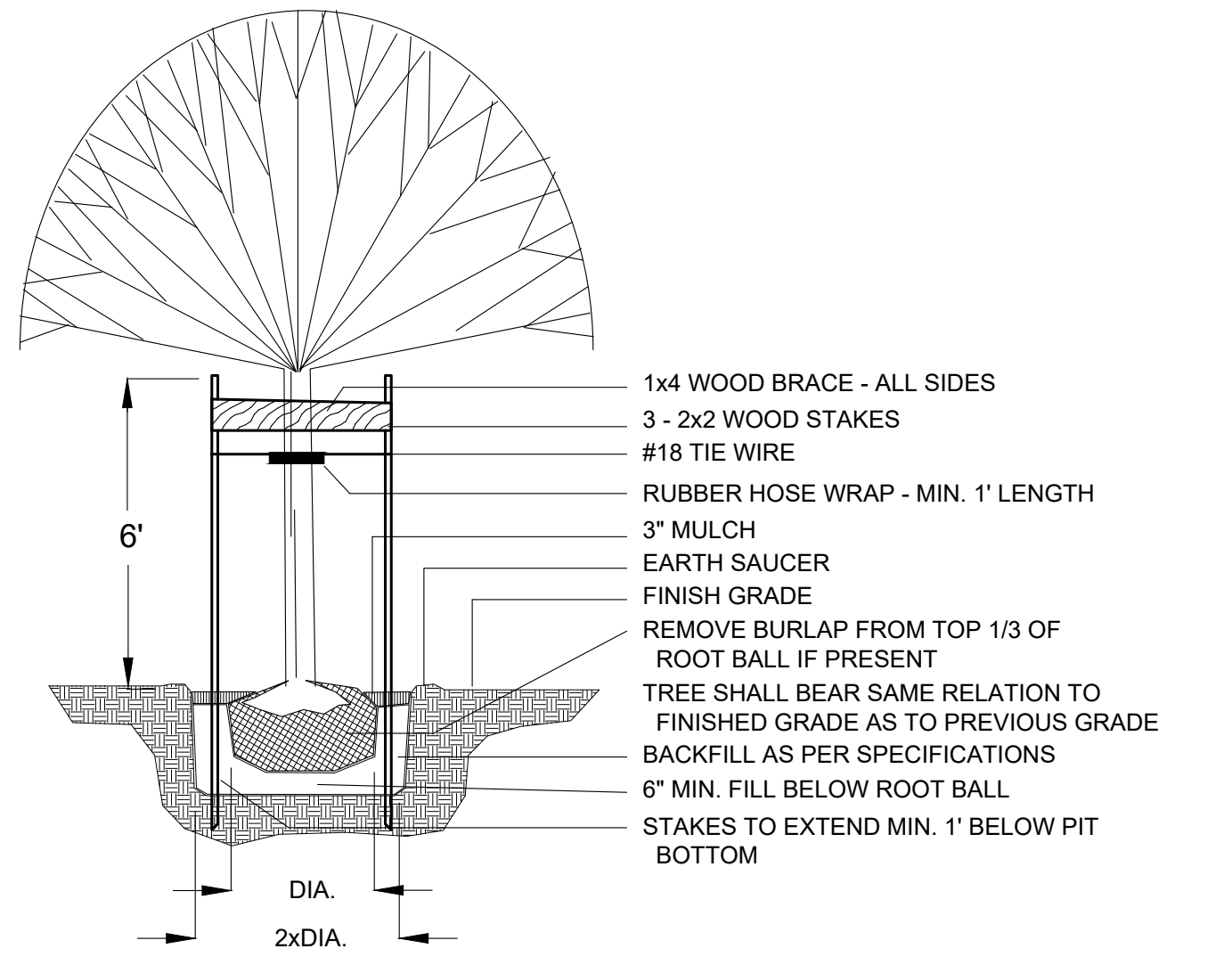
TREES RECEIVING CREDITS FOR COUNTY APPROVAL

The area surrounding a retained tree described by a radius of one foot for each inch of the tree's diameter at breast height shall constitute the minimum undisturbed area required to receive points for that tree. During development activity, encroachment into the undisturbed area for purposes described in paragraph (a) ay be permitted up to twenty-five percent of the radius or up to fifty percent of the radius on one side, but no closer than six feet to the trunk of the protected tree in all events; provided, pavement, including foundation up to a depth of six inches may be permitted within four feet of the trunk of a protected tree.

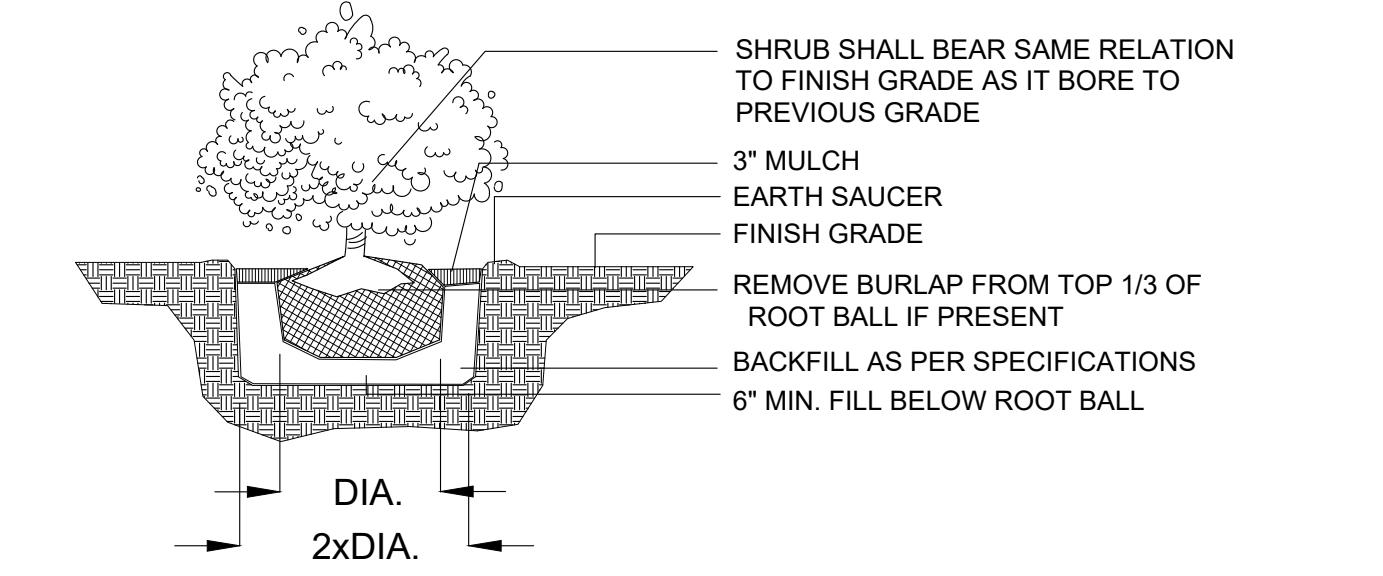
(a) Permitted Activities Within the Undisturbed Area -A tree encroachment permit is required for all activities in the undisturbed area except the following:

1. Tunnels Utility and Irrigation Lines -Utility lines that are tunneled beneath tree roots in order to protect roots, rather than trenched.
2. Sodding and Ground Cover -Placement of sod or other ground covers, and the preparation of the ground surface for such covers.
3. Pavement -Pavement up to a depth of six inches may be permitted within four feet of the trunk.
3. NOTHING SHALL BE PLACED INSIDE OF PROTECTIVE BARRICADES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIALS, MACHINERY, CHEMICALS, OR TEMPORARY SOIL DEPOSITS, WHEN PAVING, EXCAVATION, OR HARDSCAPE MUST BE DONE WITHIN BARRIERS, BARRIERS SHALL BE MOVED BACK TO A SECONDARY LOCATION AT EDGE OF WORK. EXTRA CARE MUST BE TAKEN AT THIS TIME BY THE CONTRACTOR TO INSURE THAT NO DAMAGE TO THE TREE OCCURS.
4. PROVIDE WATER TO TREES AS REQUIRED TO MAINTAIN THEIR HEALTH DURING CONSTRUCTION WORK.
5. NO GRADE CHANGES ARE TO BE MADE WITHIN THE BARRICADES WITHOUT PRIOR APPROVAL OF THE COUNTY.
6. BARRICADES TO BE PLACED AT ALL TREES AS NOTED IN THE CIVIL AND LANDSCAPE DRAWINGS, WHERE INDICATED BY SYMBOLS DO NOT PLACE IN WETLANDS.
7. WHERE SHOWN ON THE CIVIL PLANS, SILT FENCING SHALL SERVE THE SAME PURPOSE AS TREE PROTECTION BARRICADES WITH RESPECT TO TREE PROTECTION AND PRESERVATION. THE SAME RESTRICTIONS AS NOTED ABOVE FOR STORAGE FILL, AND EXCAVATION SHALL BE ADHERED TO.

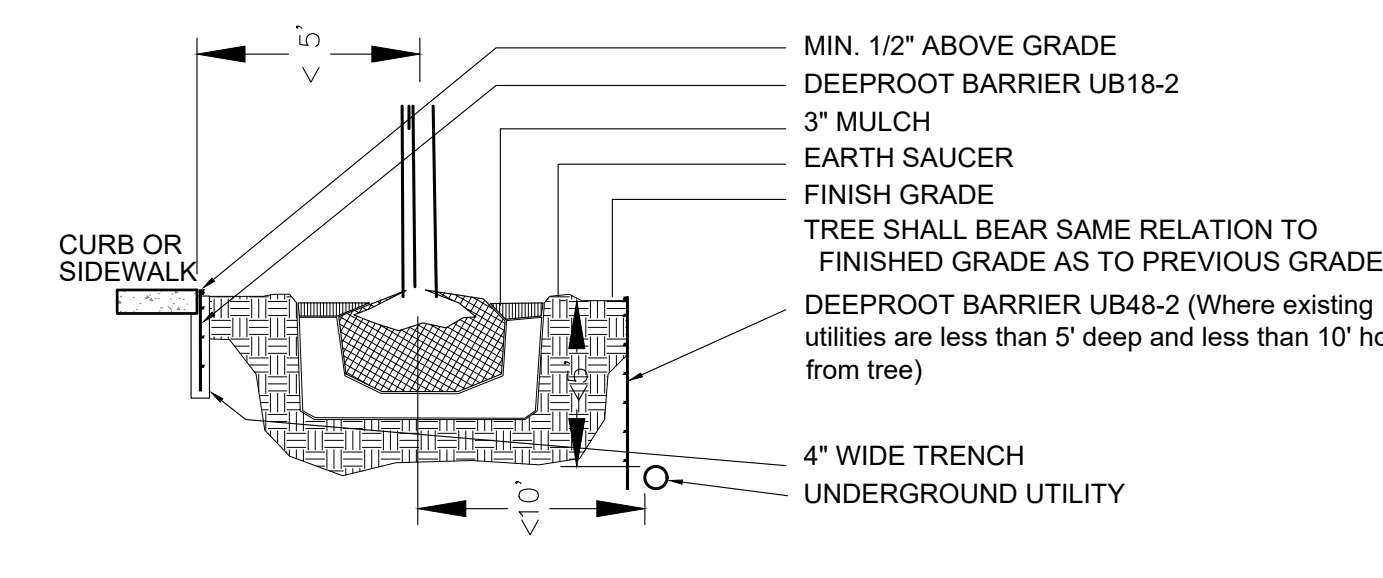
PLANTING DETAILS



TREE STAKING DETAIL
NOT TO SCALE (FOR TREES TO 4" CAL.)

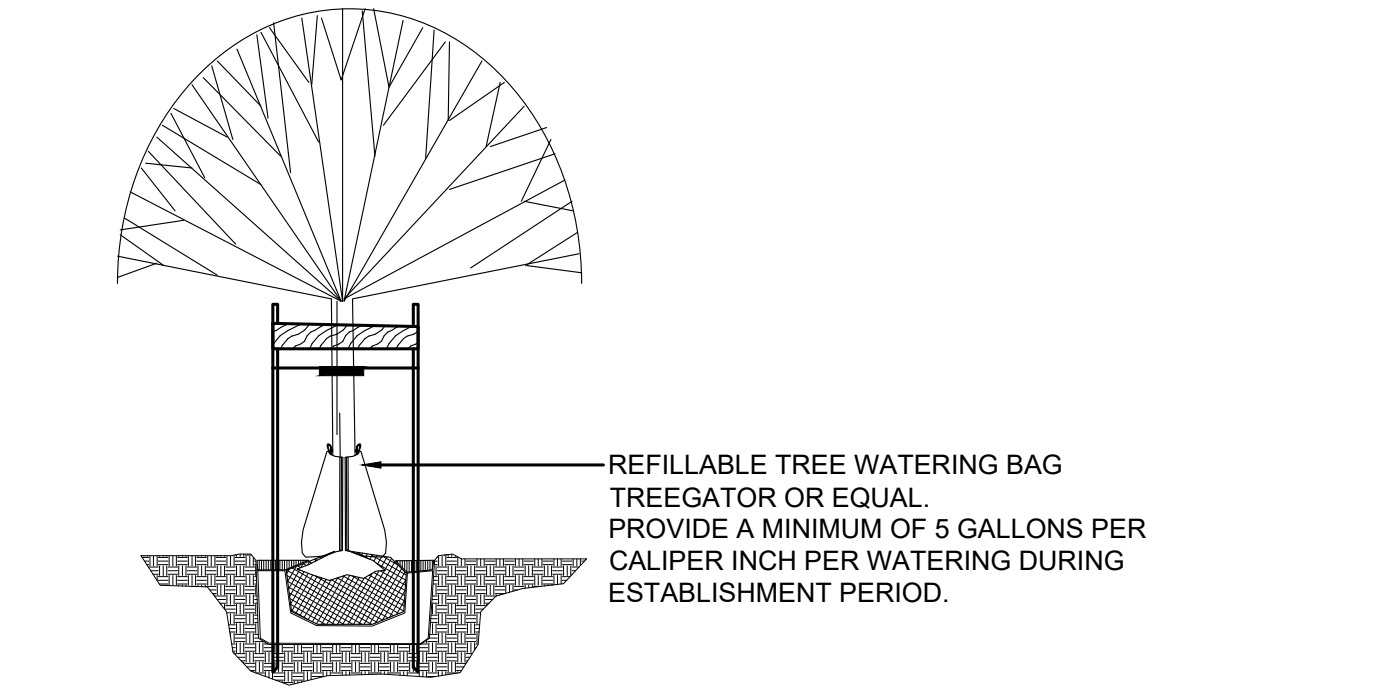


SHRUB PLANTING DETAIL
NOT TO SCALE



ROOT BARRIER DETAIL
NOT TO SCALE

Follow manufacturer's installation requirements at www.deepproot.com



TREE WATERING BAG
NOT TO SCALE

DOMINION ENGINEERING GROUP, INC.
PLANNERS AND ENGINEERS
4348 SOUTHPOINT BLVD, SUITE 204, JACKSONVILLE, FLORIDA 32216
TEL: 904-854-4500 C.A. NUMBER: 26821 www.dom-eng.com
FAX 904-854-4505

GODARD DESIGN
LANDSCAPE ARCHITECTURE / LAND PLANNING
541 Oleander Street, Naples Beach, FL
Phone: (804) 247-7729 Fax: (804) 270-9173
www.godarddesign.com LG-0000397

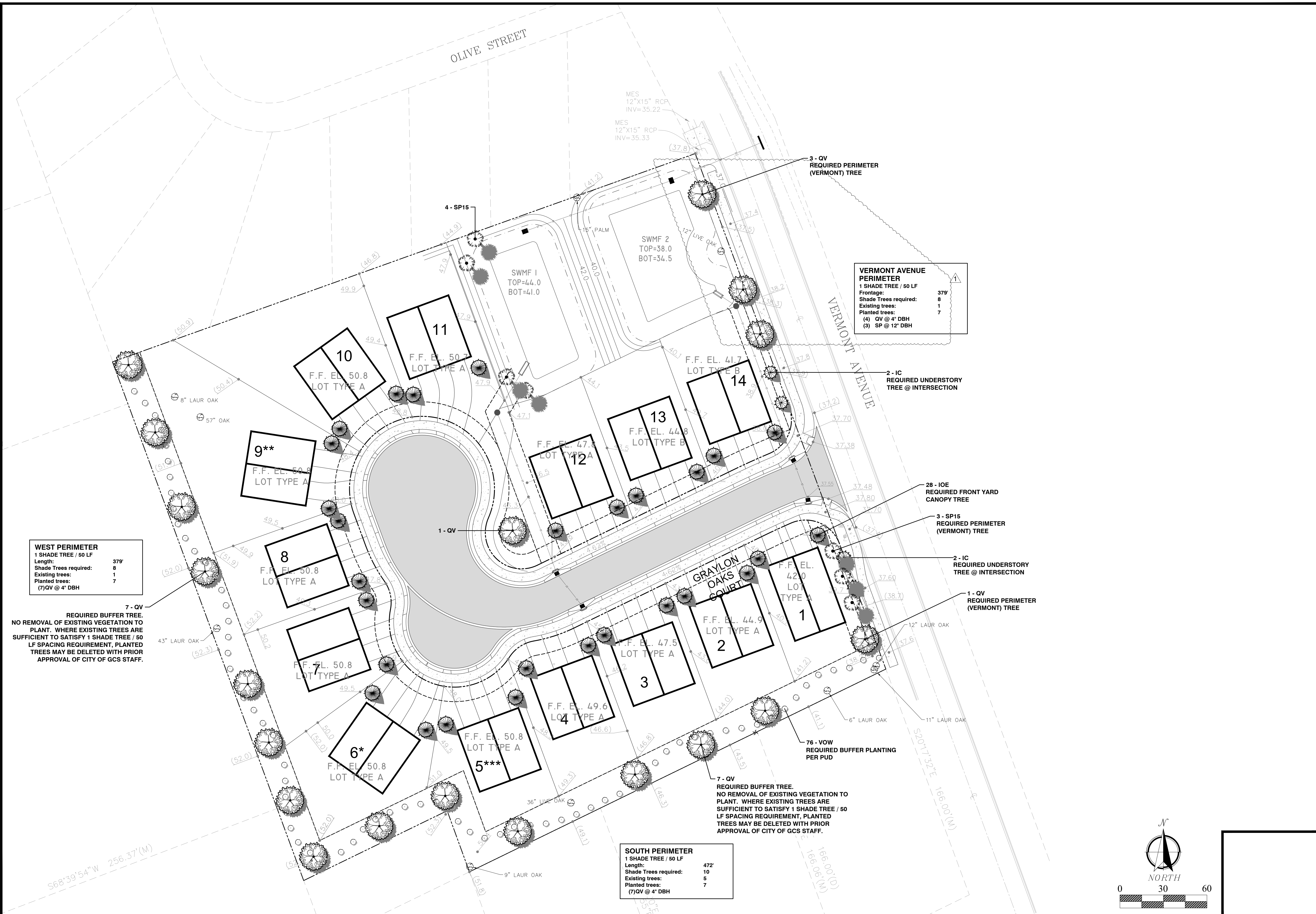
GRAYLON OAKS LAND TRUST
FOR
GRAYLON OAKS LAND TRUST
LANDSCAPE GENERAL NOTES

REVISIONS

1	1/6/22	TREE REMOVAL
2	5/26/22	CITY REVIEW
3	8/3/22	CITY REVIEW

PLOT DATE:
DRAWN BY: BMG
DESIGNED BY: BMG
CHECKED BY: BMG
SCALE: AS NOTED
JOB NO.:
© LATEST DATE HEREON SHEET NO.

L2
OF 4



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 4348 SOUTHPOINT BLVD, SUITE 204, JACKSONVILLE, FLORIDA 32216
 TEL: 904-854-4500 C.A. NUMBER: 26821 www.dom-eng.com
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GODARDESIGN
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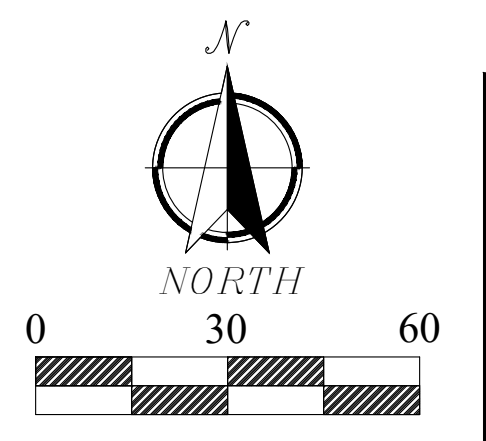
GRAYLON OAKS LAND TRUST
FOR
GRAYLON OAKS LAND TRUST
LANDSCAPE PLAN

REVISIONS

1	1/6/22	TREE REMOVAL
2	5/26/22	CITY REVIEW
3	8/3/22	CITY REVIEW

PLOT DATE:
 DRAWN BY: BMG
 DESIGNED BY: BMG
 CHECKED BY: BMG
 SCALE: AS NOTED
 JOB NO.:
 © LATEST DATE HEREON SHEET NO.

L3
 OF 4



PART 1-GENERAL

1.01 DESCRIPTION OF WORK

A. The work under this section shall include all services, tools, apparatus, materials, labor and other means of construction required for the landscaping work in accordance with drawing and these specifications.

- 1. Lay out beds, tree locations, shrubs and ground cover as shown on the drawings.
2. The work shall include the preparation of the ground, finish grading, sodding, planting, fertilizing, mulching, preparation and applying pest and fertilizers and all other work required by the drawings and specifications.

1.02 APPLICATION DOCUMENTS

A. The following specifications and standards of the issues listed and referenced to, form a part of this specification to the extent required by the references thereto.

- 1. American Association of Nurserymen, 1949 Edition of Horticultural Standards, (835 - 838 Southern Building, Washington, DC)
2. The Standard Cyclopedia of Horticulture, L.H. Bailey, 1953 Edition, 3 Volumes by the MacMillan Company, New York, New York.
3. Grades and Standards for Nursery Plants, Part 1 and 11, Department of Agriculture, State of Florida, Division of Plant Industry, Post office Drawer 1269, Gainesville, FL 32601.

PART 2 - GENERAL CONDITIONS

2.01 GENERAL REQUIREMENTS

A. Approval and Reception of Materials and Work: The selection of all materials and execution of all operations required under the drawing and specifications shall be subject to the approval of the Landscape Architect. The Landscape Architect or his representative shall have the right to reject any and all work which in his opinion does not meet with the requirements of the specifications at any stage of the operations. All rejected materials shall be removed from the site.

B. Scientific and Common Names: Attention is called to the fact that the scientific and common names used for the plants required under this contract are generally in conformity with the approved names given in the Standard Plant Names, published by the American Joint Committee on the Horticultural Nomenclature. The names of varieties not included therein are generally in conformity with the names accepted in the nursery trade.

C. All plants shall conform to the varieties specified in the Plant Schedule. No substitutions of varieties or colors will be allowed without prior written or verbal approval of the Landscape Architect.

D. All plant materials shall conform to a Florida No. 1 or better (Florida Fancy). Those not listed by "Grades and Standards for Nursery Plants", published by the Division of Plant Industry, shall conform to a Florida No. 1 as to:

- 1. Health and vitality
2. Condition of foliage
3. Root system
4. Freedom from pest or mechanical damage
5. Heavily branched and densely foliated according to the accepted normal shape of species of sport.

2.02 DEFINITION AND INTENT OF DOCUMENTS

A. The contract documents consist of the contract agreement, the drawings and the specifications, including all modifications thereof incorporated in the documents before their execution, it is specifically agreed upon that this contract shall be in all aspects construed and interpreted in accordance with the laws of the state in which it is executed.

B. The contract documents are complementary and what is called for by one shall be as binding as if called for by all. The intent of the documents is to include, unless otherwise stated, all labor, materials, equipment and transportation for the proper execution of the work.

1. Where there is a conflict between requirements called for in both these written specifications and the drawings, the more strict of the two shall be the contractual obligation, unless specifically noted by the other.

2.03 OWNER'S AUTHORIZED REPRESENTATIVE

A. The Owner shall designate or appoint one (1) person as his representative to work with the Contractor. The Contractor shall be notified in writing of the name and address of this duly appointed representative. This representative shall have full authority to approve work performed by the Contractor, make field changes that are deemed necessary and approve estimate submitted by the Contractor for payment.

2.04 LIABILITY OF CONTRACTOR

A. The contractor shall be liable for any and all damages to property which result from his performance. He shall, with extra cost restore to original condition any areas and/or construction damaged, defaced, disturbed or destroyed by him or his workmen.

B. The contractor shall maintain adequate protection of all his work from damages and shall protect the Owner's and adjacent property from injury or loss arising from this contract.

C. The contractor shall not be obligated to replace, repair or restore any portion of this work which is damaged, defaced, disturbed or destroyed by others or by the owner and/or which results from Owner's negligence.

2.05 TAXES

A. The contractor shall pay all Federal, State and local sales and use tax applicable to materials, processes or devices purchased or used in connection with the work under this contract.

2.06 EXAMINATION AND VERIFICATION OF DRAWINGS AND SITE

A. It shall be the contracting installer's responsibility to report to the Owner's Representative any deviations between drawings, specifications, and the site. Failure to do so prior to installing of the plant material and resulting in replacing and/or relocating same shall be done at the contractor's own expense.

2.07 ORDINANCES AND REGULATIONS

A. All local, municipal and state laws and rules and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these specifications and their provisions shall be carried out by the contractor. Anything contained in these specifications shall not be construed to conflict with any of the above mentioned Rules and Regulations or requirements, and where the Rules, Regulations or Specifications and/or drawings call for or describe materials, workmanship or construction, or a better quality, higher standard or larger size, these specifications and/or drawings shall take precedent over the requirements of said rules, regulations or codes.

2.08 MATERIALS AND WORKMANSHIP

A. Whenever any material is specified by name or number thereof, such specification shall be deemed to be used for the purpose of facilitating a description of the materials and establishing quality, and shall be deemed and construed to be

followed by the word "OR APPROVED EQUAL." No substitution will be permitted which has not been submitted for prior approval by the Owner's Representative. All materials shall be new and without flaws or defects and shall be the best of their class and kind. Sufficient literature and/or samples must be furnished for any materials submitted as "equal" substitutes. All materials shall be guaranteed for a period of one (1) year against material defects and workmanship.

B. All materials and equipment shall be installed in a neat and workmanlike manner. The Owner's Representative reserves the right to direct the removal and replacement of any items, which in his opinion shall not represent an orderly and reasonably neat workmanlike appearance, provided such work can be properly installed in such an orderly way, by the usual methods in such work. Such removal and replacement shall be done, when directed in writing, at the Contractor's expense without additional cost.

2.09 PROJECT INSPECTION

A. It is the intention of these specifications, together with the accompanying drawings to accomplish the work in an efficient and satisfactory manner according to the workmanlike standards established for the nursery industry. Notwithstanding is the fact that these specifications and drawings may be deficient in setting forth a complete detailed description of the work to be done.

2.10 RECORD DRAWINGS

A. The Owner will furnish the Contractor with two sets of blue-line prints, showing all work required under this contract, for the purpose of having the Contractor record on one set of prints all changes that may be made during actual installation of the landscape.

B. After final acceptance of the completed installation, the contractor shall be responsible for having complete drawings prepared showing all such changes and these shall be turned over to the Owner for recording purposes.

2.11 MATERIAL STORAGE AND CLEANUP

A. The contractor shall keep the premises free from rubbish and debris at all times and shall arrange for this storage so as not to interfere with Owners operation of the job. All unused materials, rubbish and debris shall be removed from the site.

2.12 EQUIPMENT, TOOLS AND LABOR

A. The Contractor shall furnish all such equipment, tools and labor necessary to push work in an acceptable manner, to a speedy completion. This contract is based on the Contractor furnishing and using his equipment, tools and labor which are suitable to carry out this contract in a first class manner, unless otherwise hereinafter specified or ordered.

2.13 CHANGES OR ADDITIONAL WORK

A. The Owner may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable or necessary. In doing so, the contract price shall be adjusted to the mutual agreement of the contractor and the Owner, with all work being done under the conditions of the original contract, except for such adjustments in price and an extension of time as may be necessary.

B. The contractor shall bring to the attention of the Owner's Representative changes which may necessitate deviation(s) in construction form the original plans by other contractors on the job. Changes in price caused by such deviation(s) shall be agreed upon by both Contractor and Owner's Representative before work proceeds.

PART 3 - MATERIALS

3.01 GENERAL

A. Topsoil: Planting areas may use existing soil on the site as long as it has been cleared of unsightly underbrush and their roots, limbs, buried construction debris, pockets of clay, rocks and other extraneous matter.

B. Unsuitable Soil Conditions: Absolutely no plastic or clayey soil to be used in any planting landscape area. If such a condition is found, it is to be removed to a depth of 3 feet and 1 foot outside of said planting bed. This area is to be backfilled with materials of suitable sandy gradation which is porous and percolates well with reasonable compaction. If any planting or soil area has a plastic or clayey soil condition which does not allow for proper drainage, then a system drainage, turf drain, or some other means of releasing underground standing water must be incorporated under the direction of the Landscape Architect and Owner.

C. Soil Tests: The landscape contractor is to test all soil conditions of all existing planting areas, or areas backfilled or composed primarily of existing soil where contents or PH is not previously known, as to its PH and organic content before planting to be sure all unsuitable material has been removed as per 3.1 B. Before any soil addenda are added to the soil, a soil test shall be taken to determine the type and amount of PH controlling materials needed to bring the soil to PH rating of 6.0. Results of soil tests shall be submitted to the Landscape Architect of his representative prior to application of soil addenda.

1. Soil samples shall be taken from 5 different locations throughout the work area. Samples may not be taken closer than 50 feet from any other samples site.
2. Samples shall be mixed and tested accordingly.

D. Fertilizer:

- 1. Slow-release commercial fertilizer 866 formula: 50% nitrogen requirement shall be derived from organic sources and the secondary plant foods consisting of 4.5% potash-magnesia, 0.5% manganese sulfate, 0.5% copper sulfate, 05% borax.
2. Wettable Sulphur: Shall be finely ground dusting or wettable but must pass a 375 mesh screen. Analysis of sulphur must be between 90% and 93%.
3. Iron Sulfate: Analysis of 18% to 19% metallic iron.
4. Guarantee of Fertilizer Analysis: Before delivery of fertilizer is made, the contractor shall submit the manufacturer's statement of analysis of the fertilizer indicating the properties of organic matter and the availability of the plant food. The fertilizer is to be delivered to the site in the original containers unopened and bearing a guaranteed analysis fulfilling the required specifications.

E. Superabsorbent: White "Terra-Sorb AG" synthetic acrylamide co-polymer crystals with a particle size of 1 to 3 mm, available from Seedsmiths, 781-9400; Jacksonville, Florida, or approved equal.

F. Mulch: Mulch shall consist of either pine straw or cypress (Grade A). Cypress mulch will be placed in all planting beds, planters or any other area whether or not specified on the plans. Pine straw is to be placed in all natural areas or any other area specified on the plan. All mulch is to be clean, bright and free of weeds, moss, sticks, sawwood, chips or other debris. All mulch is to be installed evenly to a depth as notated in the drawings and cover all areas of the planting beds, etc.

G. Water: Water used for landscaping is to be from Owner provided sources. Water for planting occurring prior to final operation of irrigation system shall be supplied by the Contractor at no cost to the Owner.

3.02 TOPSOIL MIXTURE

A. All topsoil which is used to replace existing soil in tree, shrub and ground cover beds for planting operations as labeled shall be of similar organic content and PH as the existing surrounding soil. Where a topsoil mixture is specifically called for, it shall be prepared and conditioned as follows. These operations shall only be made after consulting with Landscape Architect.

- 1. Mix one part by volume peat and two parts by volume of existing soil and five pounds of 75% organic 6-6-4, 59-8 fertilizer and five pounds of commercial 50% organic 6-6-6 fertilizer to each cubic yard of the mixture. Add wettable sulfur and iron sulphate in quantities necessary to bring the soil to PH rating of 6.0.
2. Fill material for berm areas is to be provided by General Contractor unless otherwise directed by Landscape Architect.

3.03 PLANT MATERIAL

A. Quantity and Size: All plants and trees shall be Florida No. 1 or better, as defined in and in accordance with "Horticultural Standards" (latest edition) of the rules and grading adopted by the American Association of Nurserymen and "Grades and Standards for Nursery Plants". All plants shall have a normal habit of growth and shall be sound, healthy, vigorous and free from insect infestations. Any tree with weak, thin trunks not capable of supporting itself when planted in the open will not be accepted. The minimum acceptable size of all plants, measured before pruning, with branches in normal position, shall conform to dimensions as shown in the Plant Schedule. Specific container sizes, when noted, may be used only when the minimum container size equals the minimum size indicated in the Plant Schedule. Reasonable effort shall be made to locate specific sizes. Smaller sizes may be acceptable only after notification and approval by Landscape Architect. Larger plants of equal quality may be accepted at no additional cost to the Owner. Specimen trees may be specified to be installed by others at the direction of the Landscape Architect.

B. Balled Plants: Plants that are balled and burlapped (BBB) shall be adequately balled with firm natural balls of soil sized as set forth in "Horticultural Standards". Balls shall be firmly wrapped in burlap or equal approved strong cloth. No balled plant shall be planted if the ball is cracked or broken before or during the process of planting.

C. Balled and Weed Plants: Plants that are wire balled and burlapped (WBAB) shall be dug with solid balls of adequate size, the balls securely wrapped with heavy burlap or equal and tightly bound with mesh.

D. Container Grown Plants: Plants that are container grown shall have been grown in pots, cans, tubs or boxes and shall have sufficient roots to hold earth together intact after removal from containers without being rootbound.

E. Options as to Methods: Any plant may be furnished container grown instead of balled if all other requirements are met.

F. Protection Against Drying Out: All plants shall be handled so that roots will be adequately protected at all times from drying out and from other injury, the balls or balled plants which cannot be planted immediately on delivery shall be well protected with soil or other acceptable material.

G. Plant Labels: Durable, legible labels, stanch in weather resistant ink or equal, the correct plant name and size, specified in the plant list, shall be securely attached to all plants, bundles and/or containers or plant material delivered at the planting site, for the purpose of inspection and planting identification.

PART 4 - WORKMANSHIP AND INSTALLATION

4.01 SPECIAL TREATMENT AND HANDLING FOR SPECIMEN PLANTS

A. Trees and shrubs for isolated specimen planting shall be selected for shape and symmetrical branching habit which at maturity will produce a strong, full-foliated tree, bush or other specimen. Particular care shall be exercised in the digging, binding and wrapping of such specimens to assure safe loading, shipment and handling or the entire operation of transportation from growing location to the replanting locations shown on the drawings and in Plant Schedule.

4.02 SOIL TESTS

A. Four (4) weeks prior to planting operations, test existing soil for pH and submit report from the University of Florida Extension (UFAS) Soil Testing Laboratory. Collect soil samples in accordance with recommendations of the Laboratory. A soil test kit may be obtained from the County Extension Service.

4.03 GUYING AND STAKING

- 1. All trees shall be guyed or staked according to the details provided in the drawings.
2. Hoses: Hose shall be suitable garden hose not less than 1 1/2" inside diameter.
3. Stakes: Stakes for supporting trees and palms shall be of sound wood of uniform size, crosscut or pressure treated by an approved process. Stakes shall not be less than 2 inches by 4 inches nominal dimensions and not less than 2-1/2 feet in length for guying and not less than 9 feet for staking, and shall be in all cases of sufficient dimensions and length to satisfactorily and firmly guy each tree.
4. Wire: Wire shall be galvanized pliable, zinc-coated iron not less than No. 12 gauge.
5. Turnbuckles: Turnbuckles for guying trees shall be galvanized or cadmium-plated and shall be of adequate size and strength to properly maintain tight guy wires.
6. Option of Contractor: at the option of the contractor, the staking and guying of trees may be omitted. The contractor assumes all responsibility if he does not stake or guy.

4.04 PLANT SCHEDULE

A. The species, size, color or other specific requirements to be furnished, and the number of plants required to complete the planting as indicated on the Landscape Plan are given in the Plant Schedule.

- 1. All dimensions given under the plant schedule shall be the minimum acceptable sizes, unless otherwise approved per 3.3.A.
2. Spades will be of sufficient size comparable to trunk caliper so as not to damage the root system.
3. Trees are to be set so as not to have any part of the root ball side exposed. If this occurs then the tree spade contractor is responsible for adding additional fill and hand grade to match existing slope. Landscape logs may be used by the contractor if the conditions warrant as directed by the Landscape Architect.
4. Immediately after spading the tree it is to be watered in properly and a water dish built to retain the water around the root ball.

4.05 INSPECTION OF PLANTS

A. The contractor shall be responsible for all certificates of inspection of plant materials that may be required by Federal, State or other authorities to accompany shipment of plants. All plants shall be subjected to inspection and approval by the Landscape Architect at any place and at any time. Part of the plants required for the work may be inspected at the place of growth but inspection should not in any way impair the right of rejection at the site. All plants must be inspected and approved before they are planted. All plants that are rejected shall be immediately removed from the site.

4.05 PLANTING SEASON

A. The planting of plant materials may proceed at any time or period or season agreed upon by the Landscape Architect or his representative as being satisfactory.

4.07 GRADING PREPARATIONS

A. Before the preparations of the planting area begin, all barricades around the remaining trees and other protective areas shall be removed by the Landscape Contractor.

B. The finish grade of all planting areas shall be 2-1/2" below the top of abutting curbs, walks, paving and abutments.

C. The General Contractor is responsible for removing all construction debris in any areas to be landscaped at least one day prior to the Landscape Contractors schedule of preparation for landscaping. No debris such as boards, drywall, paint containers, metal bands, pipe, cardboard boxes or any other item which may cause the Landscape Contractor any delayed time, shall be left on the site.

4.08 GRADING

A. General Contractor is to verify exact amount of fill needed as shown on civil grading plans and stock pile on job, if feasible.

A. All fill for berming, landscaping areas such as planters, planting beds and in curb islands shall be of suitable construction material.

C. Absolutely no clay, mulch, gumbo or sandy clay may be used. Suitable material will consist of only clean sand, porous gradation.

D. Any unsuitable material found in the above landscaping area will be removed to a depth of three feet and one foot outside the planting bed perimeter, then will be filled with suitable material to reasonable compaction.

E. Rough grading and intermediate rough grading will be done by the General Contractor. Fine grading will be done by the Landscape Contractor.

- 1. Rough grading is the placement of all dirt in designated areas (including planters), balanced to rough grade and shaped to the general intent of the plans as directed by the Landscape Architect.
2. Intermediate rough grading is that work which is needed, by request of the Landscape Architect, to repair all erosion problems on site, including washouts, into the lake, roadway or around building pads.
3. Fine grading is that work which will be done by the Landscape Contractor exclusively. This work consists of hand grading all areas for sodding, all berms that have been properly balanced and shaped by the General Contractor under rough grading.
4. If fine grading has been completed and severe erosion has taken place before sod or plant material has been installed, then intermediate rough grading will be requested and approved by the Landscape Architect and the work shall be the responsibility of the General Contractor.
5. If severe erosion has taken place after sod or plant material has been installed, then intermediate rough grading will be requested and approved by the Landscape Architect and the work will be the responsibility of the General Contractor.

4.09 PLANTING OPERATIONS

A. Laying Out Plant Locations: Locations for all plants and outlines for planting areas shall be staked or appropriately laid out on the ground prior to digging pits. Before plants are set, orientation of plant faces, foliage and branchings shall be adjusted for best views.

B. Preparation of Plant Pits: All pits shall be circular in outline, at least twice the width in diameter than that of the plant and excavation shall have near vertical sides. The specified for excavation of plant pits shall be the depths below the finished grades and shall be increased as much as may be necessary to accommodate a bed of the topsoil mixture as specified herein beneath the ball of roots.

C. Obstruction Below Ground: any extraneous matter shall be removed to the depths necessary to permit proper installation of planting. If obstruction is not feasible, remove. The Landscape Architect is to be notified and he is to make adjustment of the plant material.

4.10 SETTING PLANTS

A. Shrubs and Ground Covers: All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided unless otherwise specified or directed. All plants shall be set at such a level that after settlement, they will bear the same relation to the required grade as they have to the natural grade before being transported. Make adjustments of position of plants where necessary and prior to complete planting.

B. Compact topsoil mixture, as specified, around balls or roots the full diameter of plant pit and water thoroughly and form a ridge of soil around edge of pit to form a saucer.

4.11 PRUNING

A. All plant materials shall be trimmed and shaped to provide for the desired effect when indicated on plan. All pruning shall be in accordance with standard modern horticultural practice.

4.12 SHRUB & TREE PLANTING

A. Shrubs, BBB 3 gallons and larger, shall be planted in pits, at least 2 times greater in diameter than the ball of earth. The depth of the pits shall be as deep as necessary to permit the required 6 inches of topsoil mixture beneath the ball and to accommodate the ball or roots when the plant is set to the required grade Backfill with topsoil mixture as specified and thoroughly settle by tamping and watering. A mound of soil shall be formed around each plant so as to produce a shallow saucer.

B. Where required by the plans, spread superabsorbent around new trees only, at a rate recommended by the manufacturer for rapid growth / new plantings. Uniformly spread throughout a 6 foot diameter area centered on each tree. Omit the superabsorbent, if the tree is within an area with a normal high water table.

4.13 GROUND COVER PLANTS

A. Plants planted at a spacing of up to 18 inches and plants of smaller size shall be treated as ground cover plants.

B. Preparation of top six inches (6") of planting soil shall be prepared as follows (unless noted otherwise in Plant Schedule):
1. Fine grade to remove all extraneous matter.
2. Spread three inches (3") of peat moss or humus uniformly over entire ground cover area.
3. Spread the 50% organic fertilizer at the rate of 40 pounds per 1,000 square feet uniformly over the ground cover area.
4. Spread the 75% organic fertilizer at the rate of 25 pounds per 1,000 square feet uniformly over the ground cover area.
5. Rotor mix or mix by other method to a depth of six inches (6").
6. Regrade to the finished grade before mulching.
7. Plant beds that have a spacing of plants that is 12" or less may be mulched before planting.
8. Thoroughly water and firm the plants into the ground cover mixture.

C. Plants shall be oriented so that the spread on the plants will uniformly cover the space between them.

4.14 SODDING

A. The finish level of all grass areas after settlement shall be one inch below the top abutting curbs, walks, paving and wood borders to allow for the building of turf.

B. The sub-grade soil shall be loosened by roto-tiller or other approved method to a minimum of six inches and graded to remove all ridges and depressions so that it will be after settlement everywhere parallel to and at the proper level to provide finished grades specified hereinbefore. All stones over two inches in dimensions, sticks, debris and other extraneous matter shall be moved during this operation.

C. Soil Tests: Before any soil additives are applied to the soil, a soil test shall be taken to determine the type and amount of PH controlling materials needed to bring the soil to a PH rating of 6.0. Results of soil test shall be submitted to the Landscape Architect or his representatives prior to application of soil additives.

D. Correcting PH: Apply the necessary material to correct the PH.

E. After preparation of subsoil, commercial fertilizer 6-6-6 50% organic shall be applied on all grass areas at the uniform rate of 20 pounds per 1,000 square feet.

F. Solid sod shall be sufficiently thick to secure a dense stand of five grass and shall be free from weeds or undesirable grasses. At the time the sod is cut, the grass shall not have a length of more than two inches.

G. Thickness shall be as uniform as possible, approximately 1-1/2 inches or more, depending on the nature of the sod, so that practically all the dense root system of the grasses will be retained, but exposed in the sod strip, and so that the sod can be handled without undue tearing or breaking.

H. Sod shall be watered before lifting and in sufficient quantities to provide a well moistened condition of the sod, full depth to which it is to be cut.

I. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The sod shall be approved by the Landscape Architect before planting.

J. Sod shall be laid with broken joints and fitted together to form a uniform neat blanket effect. All poor grass, light spots and trash shall be cut out of the sod and patched with good sod.

K. Watering: The grassed areas shall be kept in moist condition for a least two weeks after it is planted and as long as required for a stand of grass.

L. Patching: Weeds sodder areas which have to be removed and replaced will be done so by cutting out the affected area - graded to a depth equal to bottom of existing sod adjacent and replaced tightly to form a uniform carpet not noticeable whether the grade is flat or on a slope.

4.15 MULCHING

A. After all plants in a group or in a plant bed have been set and approved, the areas between plants shall be cultivated and raked to an even grade to conform to the required pre-mulching finish grades. All plant beds and plant saucers shall then be uniformly covered with three-inch layer of cypress bark, or as specifically noted on drawings.

B. Trees which are not located in plant beds shall be mulched to 3' radius from center of tree.

C. Ground cover plants (spacing of more than 12 inches) shall be set in the plant beds before mulching is applied to these areas.

PART V - FINAL COMPLETION AND ACCEPTANCE

5.01 CLEAN-UP AND PROTECTION

A. Upon completion of the work, the grounds shall be cleared of all debris, superfluous materials and equipment due to landscape operations.

B. The Contractor shall protect all work included under his contract against trespassing and damage of any kind until final inspection and acceptance. If any material is injured it shall be treated, repaired or replaced as required.

5.02 FINAL INSPECTION

A. At the conclusion of the planting, a final inspection of the work will be made to determine the condition of plant materials. All plants not in a healthy, growing condition as determined by the Landscape Architect or his representative shall be removed from the site and promptly replaced with plants of the like, kind and size in the same manner as specified for the original planting, at no additional cost to the Owner.

B. At the conclusion of this final inspection, if the Landscape Architect or Owner has reason to believe that the plants are not of the specified grade, he will request a regrading inspection by the Division of Plant Industry, and such evidence will be the basis for requesting replacement of plants, and for legal or other action taken by the Division of Plant Industry according to law, should this become necessary.

5.03 HURRICANE DAMAGE OR ACTS OF GOD

A. The Contractor shall not be held responsible for replacement or repairs of plants or planting areas killed or damaged by hurricanes or Acts of God provided he shall have taken all reasonable precautions to minimize their damage.

5.04 GUARANTEE

A. All plants, ground cover materials, trees and palms shall be guaranteed for a period of one (1) year after final inspection and acceptance by the Owner.

5.05 HARM TO PLANT MATERIAL

A. The General Contractor is responsible for damage to any plant materials or sod which is harmed by foot traffic, ladders in beds, paint brush cleaning, spillage of chemicals in landscaped areas, heavy equipment traffic, construction debris left laying, roofing materials or any other circumstances which is obviously the result of construction work aftermath.

(End of Section)

DOMINION ENGINEERING GROUP, INC.
PLANNERS AND ENGINEERS
4348 SOUTHPOINT BLVD., SUITE 204, JACKSONVILLE, FLORIDA 32216
TEL: 904-854-4500 C.A. NUMBER: 26821 www.dom-eng.com



GRAYLON OAKS LAND TRUST
FOR GRAYLON OAKS LAND TRUST
LANDSCAPE SPECIFICATIONS

Table with 2 columns: REVISIONS, and 3 rows of revision details including date, description, and reviewer.

PLOT DATE:
DRAWN BY: BMG
DESIGNED BY: BMG
CHECKED BY: BMG
SCALE: AS NOTED
JOB NO.:
LATEST DATE HEREON SHEET NO.

L4
OF 4

GRAYLON OAKS

PART OF CLARKE'S MILL GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 26 EAST,
CITY OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA

BEING A REPLAT OF LOT C, TOGETHER WITH A PORTION OF LOT B, BLOCK 102, PALMER & FERRIS TRACT,
ACCORDING TO PLAT BOOK 1, PAGE 44 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 1 OF 3 SHEETS

Total number of lots = 14
Total number of tracts = 5
3.83 acres ±

DATE: JUNE 16, 2022

Adoption and Dedication

(Street and Easements)

This is to certify that BMHB Ventures, LLC, a Florida limited liability company ("Owner"), is the lawful owner and developer of the lands described in the Caption hereon known as GRAYLON OAKS, having caused the same to be surveyed and subdivided. This plat being made in accordance with said survey is hereby adopted as a true and correct plat of those lands. Graylon Oaks Court is hereby dedicated to City of Green Cove Springs, Florida, its successors and assigns. The "DRAINAGE" easements including the drainage easements through and over the lake and filtration system shown on this plat are hereby dedicated to GRAYLON OAKS OWNERS ASSOCIATION, its successors and assigns. The "G.C.S." easements shown on this plat are hereby dedicated to City of Green Cove Springs, and its successors.

(Tracts)

Tracts A and B (5' landscape buffers), Tract C (stormwater management facility), Tract D (20' buffer) and Tract E (park) are hereby reserved unto the Owner.

The drainage easements through and over the lake and filtration system shown on this plat are subject to the following covenants which shall run with the land:

(1) The drainage easements hereby dedicated shall permit GRAYLON OAKS OWNERS ASSOCIATION, its successors and assigns, to discharge into said lake and filtration system which these easements traverse, all water which may fall or come upon the land hereby dedicated, together with all soil, nutrients, chemicals and all other substances which may flow or pass from Graylon Oaks Lane; from adjacent land or from any other source of public waters into or through said lake and filtration system, without any liability whatsoever on the part of City of Green Cove Springs, Florida, its successors and assigns for any damage, injuries or losses to persons or property resulting from the acceptance or use of the drainage easements by City of Green Cove Springs, Florida, its successors and assigns; GRAYLON OAKS OWNERS ASSOCIATION, its successors and assigns, shall have the maintenance responsibilities for all stormwater infrastructure with the right-of-way and the drainage easements;

(2) Tract C shown on this plat, reserved unto the Owner, is established for the placement and maintenance of stormwater retention/detention lake and filtration system. The Owner shall remain responsible for the maintenance and/or repair of said lake and filtration system in accordance with all applicable permits and laws, unless the tracts are conveyed to an owners association which has the duty and authority, and has accepted responsibility therefor. City of Green Cove Springs, Florida, its successors and assigns by acceptance of this plat assumes no responsibility for the removal or treatment of aquatic plants, animals, soil, chemicals or any other substance or thing that may ever be or come within said lake and filtration system which these easements traverse, or any responsibility for maintenance or preservation of the water purity, water level or water depth, which responsibilities shall be those of the Owner. City of Green Cove Springs, Florida, its successors and assigns are hereby granted an easement for drainage purposes across said Tract C;

(3) City of Green Cove Springs, Florida, its successors and assigns shall not be liable or responsible for the creation, operation, failure or destruction of water level control equipment which may be constructed or installed by the developer or any other person within the area of the lands hereby platted, or of the lake and filtration system shown on this plat, but shall have the right to modify the existence of the lake and filtration system and that which retains it to effect adequate drainage including but not limited to, the right to remove any water level control structures or any part thereof. BMHB Ventures, LLC, a Florida limited liability company, developer and owner of the lake and filtration system depicted in this plat, shall indemnify City of Green Cove Springs, Florida, its successors and assigns and hold it harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the lake and filtration system described above, or any part thereof, occasioned wholly or in part by any act or omission of BMHB Ventures, LLC, a Florida limited liability company, its agents, contractors, employees, servants, licensees or concessionaires with GRAYLON OAKS. This indemnification shall run with the land and the successors and assigns of BMHB Ventures, LLC, a Florida limited liability company, shall be bound by and subject to it.

None of the foregoing shall prohibit City of Green Cove Springs, Florida, its successors and assigns, from establishing a municipal service taxing unit, municipal service benefit unit, stormwater utility, transportation utility, or any other special assessment/fee system within any subdivision for the furnishing of roads, streets, drainage, or other benefits. Nor shall any of the foregoing prohibit the acceptance for maintenance of roads or common facilities by the City of Green Cove Springs, Florida, its successors and assigns, if after any filing of any plat the facilities to be accepted by the City of Green Cove Springs, Florida, for maintenance are upgraded to City acceptance standards by contribution of the local developer or homeowners or by establishment of a municipal service benefit district.

(continued)

Caption

A parcel of land being all of Lot C, together with a portion of Lot B, both in Block 102, PALMER AND FERRIS TRACT, according to Plat Book 1, page 44 of the Public Records of Clay County, Florida, said parcel being more particularly described as follows:

BEGIN at the Southeasterly corner of Lot 1, ST. JOHNS MOBILE HOME VILLAGE, according to Plat Book 7, page 32 of said Public Records; thence along the Westerly line of Vermont Avenue, S20°17'27"E, 379.00 feet to the Southeasterly corner of said Lot B; thence along the Southeasterly line thereof, S64°02'10"W, 319.44 feet to the Easterly line of Parcel 1 as described in Official Records Book 3331, page 1520, of said Public Records; thence along said line, N19°58'28"W, 44.85 feet to the Northeasterly corner of said Parcel 1; thence along the Northwesterly line thereof, S64°03'39"W, 110.06 feet to the Westerly line of said Lot B; thence along said line, and then along the Westerly line of said Lot C, N20°14'08"W, 381.19 feet to the Northwesterly corner of said Lot C; thence along the Northerly line of said Lot C, N70°19'51"E, 426.80 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 3.83 acres, more or less.

Said lands situated, lying and being in Clay County, Florida.

GENERAL NOTES:

- 1) □ denotes 4"x4" concrete Permanent Reference Monument set. ("P.R.M. LB 6991")
- 2) ● denotes 5/8" rebar Permanent Reference Monument set. ("P.R.M. LB 6991")
- 3) ■ denotes 4"x4" concrete Permanent Reference Monument found. ("P.R.M. LB 6991") unless otherwise noted
- 4) ⊙ denotes Permanent Control Point set. ("PCP LB 6991")
- 5) Notice: this plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat.
- 6) Notice: there may be additional restrictions that are not recorded on this plat that may be found in the Public Records of Clay County, Florida.
- 7) According to Chapter 177.091 (28), Florida Statutes: "All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and operation of cable television services, provided, however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission." However, telecom infrastructure shall not be co-located with electric in utility easements; it shall be located in the road right-of-way.
- 8) Bearings are based on an assumed bearing of S20°17'27"E for the Westerly right-of-way line of Vermont Avenue.
- 9) State Plane Coordinates shown hereon are based on the Florida State Plane Coordinate System (N.A.D. 83 Florida East Zone 0901, U.S. Survey feet), and are for GIS mapping purposes only.
- 10) All of the requirements in the PUD Rezoning Approval as set forth in Ordinance 0-05-2020 shall be met.

Adoption and Dedication (continued)

In witness whereof, BMHB Ventures, LLC, has caused these presents to be signed by its Manager this

_____ day of _____, 2022.

OWNER: BMHB Ventures, LLC, a Florida limited liability company

BY: Brent White, Manager

Witness _____ Witness _____

Print name _____ Print name _____

State of Florida, County of Clay

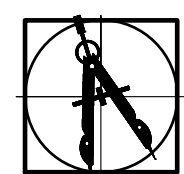
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2022, by Brent White as Manager of BMHB Ventures, LLC, a Florida limited liability company, on behalf of the company, who [] is personally known to me or [] has produced _____ as identification.

Place notary stamp beside

PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LB #6991
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258



PRELIMINARY



GRAYLON OAKS

PART OF CLARKE'S MILL GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 26 EAST,
CITY OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA
BEING A REPLAT OF LOT C, TOGETHER WITH A PORTION OF LOT B, BLOCK 102, PALMER & FERRIS TRACT,
ACCORDING TO PLAT BOOK 1, PAGE 44 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA

PLAT BOOK PAGE
SHEET 2 OF 3 SHEETS

Subdivision Improvement Guarantee

As a condition precedent to the recordation of this plat in the Public Records of Clay County, Florida, the undersigned owner of this subdivision does hereby guarantee to each and every person, firm, copartnership or corporation, their heirs, successors and assigns, who shall purchase a lot or lots in said subdivision from said owner, that said owner shall within 12 months of the date of acceptance of the streets and drainage improvements by City of Green Cove Springs, Florida, thereof fully comply with each and every regulation of the City of Green Cove Springs, Florida, covering subdivisions in effect at the time of the filing of this final plat insofar as the same effects a lot or lots sold. Time of such performance being of the essence, said guarantee shall be a part of each deed of conveyance or contract of sale covering lots in said subdivision, executed by said owner to the same extent and purpose as if said guarantee were incorporated verbatim in each said conveyance or contract of sale.

In witness whereof, BMHB Ventures, LLC, a Florida limited liability company, has caused these presents to be executed on its own behalf by its Manager.

Signed in the presence of: _____
Witness _____
Print name _____
Witness _____
Print name _____

BMHB Ventures, LLC
1939 Silo Oaks Place
Middleburg, Florida 32068

By: _____
Brent White, Its Manager

State of Florida, County of Clay

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2022, by Brent White as Manager of BMHB Ventures, LLC, a Florida limited liability company, on behalf of the company, who [] is personally known to me or [] has produced _____ as identification.

Place notary stamp below

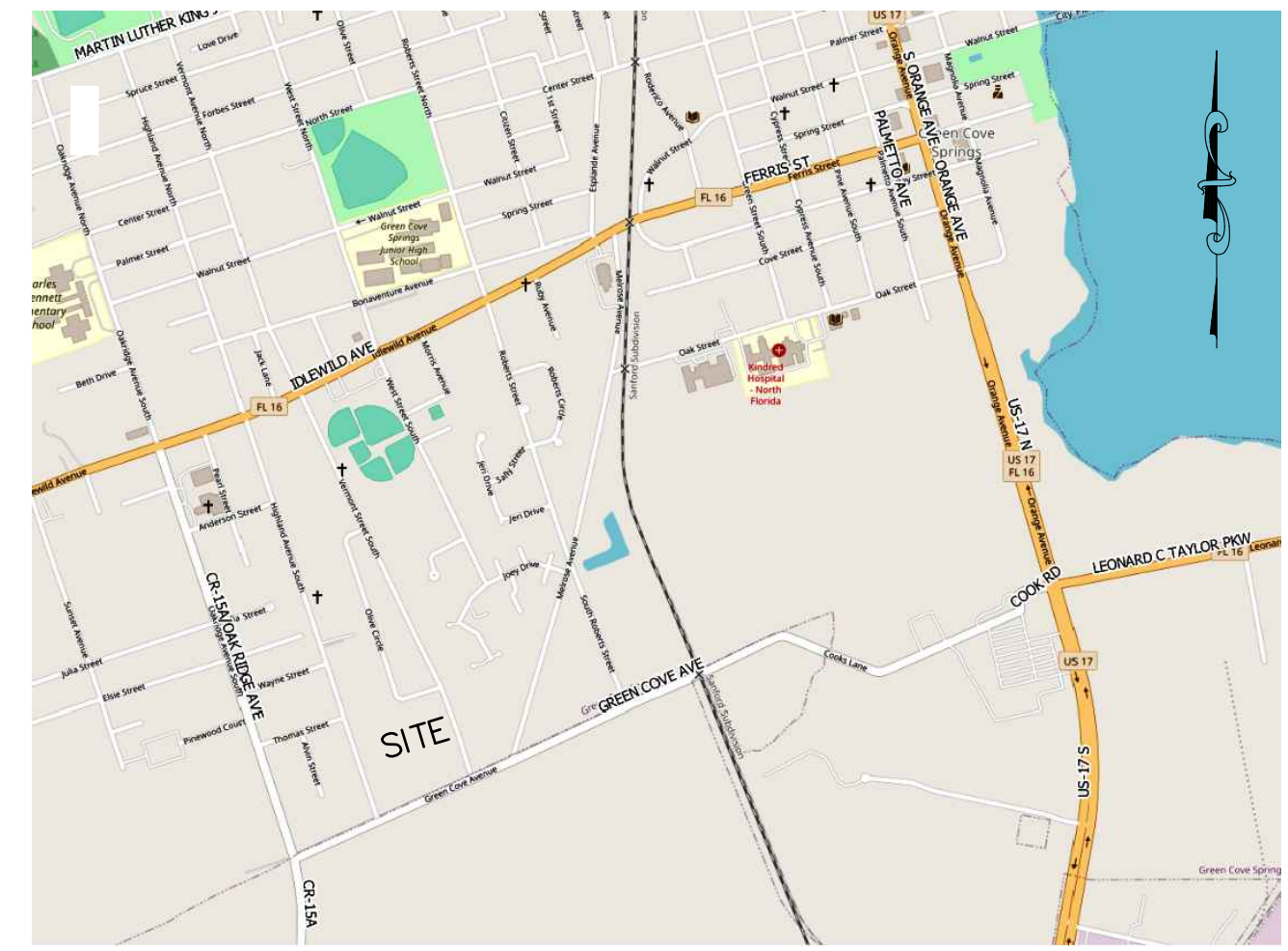
Owner: BMHB Ventures, LLC
1939 Silo Oaks Place
Middleburg, Florida 32068

Engineer: Dominion Engineering Group, Inc.
4348 Southpoint Boulevard, Suite 204
Jacksonville, Florida 32216

Utilities Suppliers:
Water, Sewer and Fire Main
City of Green Cove Springs
Water/Wastewater Division
321 Walnut Street
Green Cove Springs, Florida 32043

Electricity (Underground)
City of Green Cove Springs
Green Cove Springs Electric
321 Walnut Street
Green Cove Springs, Florida 32043

Vicinity Map (N.T.S.)



CITY ATTORNEY'S CERTIFICATE

This is to certify that this plat has been examined and approved by the City Attorney for the City of Green Cove Springs, Florida, on this _____ day of _____, 2022.

L.J. Arnold, III, Esq.
Office of the City Attorney

CERTIFICATE OF APPROVAL AND ACCEPTANCE

This is to certify that this plat has been accepted and approved by the City Council of the City of Green Cove Springs, Florida, on this day of _____, 2022.

Edward Gaw
Mayor of the City of
Green Cove Springs

Erin West
Clerk of the City of
Green Cove Springs

Surveyor's Certificate of Review

The undersigned surveyor hereby certifies that he has reviewed this plat on behalf of Clay County, Florida, in accordance with the requirements of Section 177.081(1), Florida Statutes (1998), and has determined that said plat conforms with the requirements of Chapter 177, Florida Statutes. The undersigned did not prepare this plat.

This certificate is made as of the _____ day of _____, 2022.

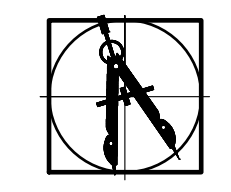
B.L. Pittman
Professional Surveyor & Mapper
Fla. Certificate No. 4827
90 River Road
Orange Park, FL. 32073

Surveyor's Certificate

This is to certify that the accompanying plat is a correct representation of the lands surveyed, platted and described hereon, that Permanent Reference Monuments have been placed as shown on said plat according to Chapter 177, Florida Statutes, that Permanent Control Points will be set in accordance with said laws, that said plat was made under my direction and supervision, and that the plat complies with all the survey requirements of said chapter.

Signed this ____ day of _____, 2022.

Thomas P. Hughes
Professional Land Surveyor
Fla. Certificate No. 3507
1501 County Road 315, Suite 106
Green Cove Springs, FL 32043



PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LB #6991
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258



Clerk's Certificate

I certify that this plat is recorded in Plat Book _____,
pages _____ through _____, of the Public Records of Clay
County, Florida, this _____ day of _____, 2022.

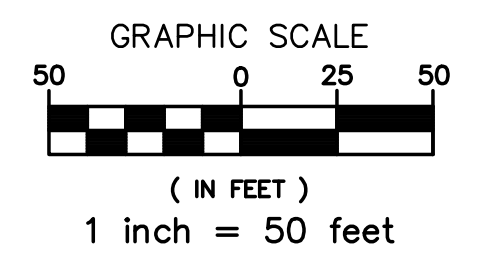
Tara S. Green
Clerk of Circuit Court

GRAYLON OAKS

PART OF CLARKE'S MILL GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 26 EAST,
 CITY OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA
 BEING A REPLAT OF LOT C, TOGETHER WITH A PORTION OF LOT B, BLOCK 102, PALMER & FERRIS TRACT,
 ACCORDING TO PLAT BOOK 1, PAGE 44 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA

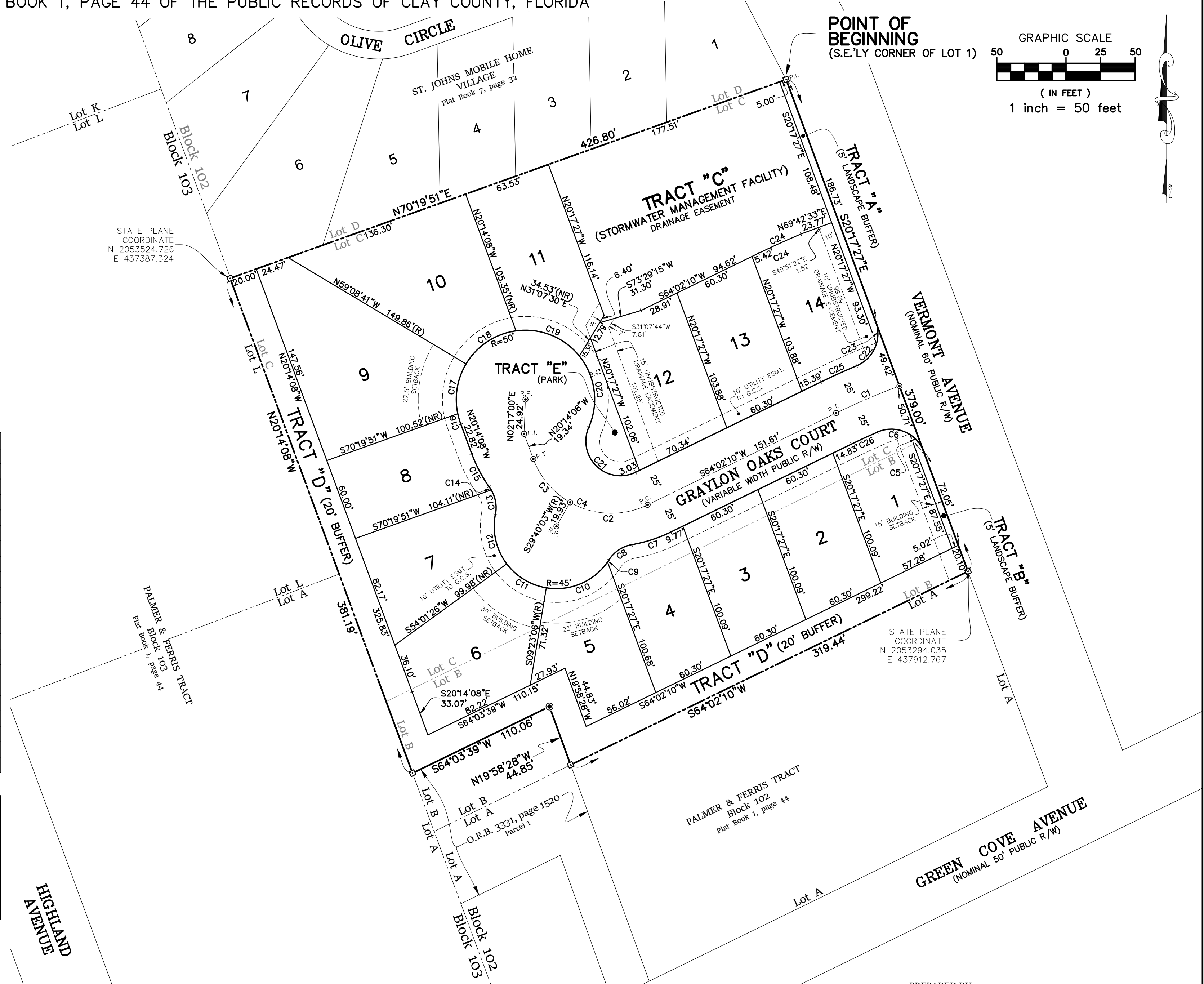
PLAT BOOK PAGE
 SHEET 3 OF 3 SHEETS

- Legend**
- G.C.S. - denotes City of Green Cove Springs
 - ☉ - denotes Centerline
 - ESMT. - denotes Easement
 - (NR) - denotes Non-Radial Line
 - N.A.D. - denotes North American Datum
 - N.T.S. - denotes not to scale
 - O.R.B. - denotes Official Records Book
 - P.B. - denotes Plat Book
 - P.C. - denotes Point of Curvature
 - P.I. - denotes Point of Intersection
 - P.T. - denotes Point of Tangency
 - (R) - denotes Radial Line
 - R.P. - denotes Radius Point
 - R/W - denotes Right-of-Way
 - R - denotes Radius
 - Lot A - denotes part of PALMER & FERRIS TRACT

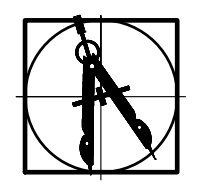


CURVE TABLE					
CURVE	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	DELTA
C1	506.60	49.80	S66°51'08"W	49.78	5°37'55"
C2	60.00	58.26	N88°08'54"W	56.00	55°37'53"
C3	60.00	41.99	N40°17'03"W	41.14	40°05'49"
C4	60.00	100.25	N68°05'59"W	88.99	95°43'42"
C5	25.00	16.09	N38°43'33"W	15.81	36°52'12"
C6	25.00	24.57	N85°18'49"W	23.59	56°18'20"
C7	105.00	29.46	N72°04'27"E	29.36	16°04'34"
C8	25.00	20.68	S56°24'39"W	20.10	47°24'10"
C9	45.00	1.70	N33°47'26"E	1.70	2°09'44"
C10	45.00	50.67	N67°07'42"E	48.03	64°30'47"
C11	45.00	34.24	S58°49'13"E	33.42	43°35'22"
C12	45.00	37.81	S12°57'21"E	36.71	48°08'23"
C13	25.00	18.31	N09°51'49"W	17.90	41°57'18"
C14	25.00	1.99	N33°07'18"W	1.99	4°33'40"
C15	105.00	27.79	S27°49'08"E	27.71	15°10'00"
C16	50.00	7.83	S16°25'52"E	7.83	8°58'41"
C17	50.00	37.35	S09°27'24"W	36.49	42°47'50"
C18	50.00	44.80	S56°31'21"W	43.31	51°20'04"
C19	50.00	51.57	N68°15'46"W	49.31	59°05'42"
C20	50.00	54.49	N07°29'47"W	51.83	62°26'17"

CURVE TABLE					
CURVE	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	DELTA
C21	25.00	60.95	S46°07'14"E	46.94	139°41'12"
C22	25.00	22.05	N41°50'34"E	21.34	50°31'38"
C23	25.00	16.09	N01°51'21"W	15.81	36°52'12"
C24	635.00	33.43	S65°32'39"W	33.42	3°00'58"
C25	530.00	28.40	S65°34'16"W	28.40	3°04'13"
C26	480.00	20.92	S65°17'06"W	20.92	2°29'51"



STATE PLANE
 COORDINATE
 N 2053294.035
 E 437912.767



PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
 CERTIFICATE OF AUTHORIZATION LB #6991
 LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
 1501 COUNTY ROAD 315 SUITE 106
 GREEN COVE SPRINGS, FL 32043
 (904) 284-2224 FAX (904) 284-2258





Application #: _____

School Concurrency Reservation Certificate (SCRC) APPLICATION FORM

Project Name Graylon Oaks
 Property Address Vermont Ave., Green Cove Springs, FL
 Acres 3.8 Section 38 Township 06 Range 26
 Parcel Number(s) 38-06-26-016748-000-00 & 38-06-26-016742-000-00

Future Land Use Current Neighborhood Proposed _____
 Zoning Current PUD Proposed _____

PROJECT DESCRIPTION (INCLUDE ALL DEVELOPMENT, EXISTING & PROPOSED, ON THE PROPERTY)

E = Existing P = Proposed	Use/Description	Dwelling Units	Complete for EXISTING development only.		
			To Be Removed (Y or N)	CO Date	Active (Y or N)
P	Multifamily	28			

(IF NECESSARY, CONTINUE ON A SEPARATE SHEET OF PAPER)

APPLICANT INFORMATION (ATTACH OWNER'S AUTHORIZATION FORM, IF THE APPLICANT IS NOT THE PROPERTY OWNER)

OWNER			AGENT/AUTHORIZED REPRESENTATIVE		
First Name	Last Name		First Name	Last Name	
<u>Graylon Oaks Land Trust</u>					
Company Name			Company Name		
<u>318 Milwaukee Ave</u>			Mailing Address		
Mailing Address					
<u>Orange Park</u>	<u>FL</u>	<u>32073</u>	City	State	Zip
<u>904-219-8358</u>	()		Phone	Fax	

Email Address: brentwhite16@gmail.com

IMPACT MITIGATION (DESCRIPTION OF PAST OR PROPOSED PUBLIC SCHOOL FACILITY DEDICATION, CONSTRUCTION OR FUNDING TO MITIGATE IMPACTS OF DEVELOPMENT PROPOSAL)

ATTACHMENTS

THE FOLLOWING ATTACHMENTS MUST BE SUBMITTED WITH THE APPLICATION:

1. Proof of ownership (copy of deed or purchase agreement).
2. Legal description.
3. Vicinity (location) map.
4. General site plan including property boundaries and proposed development including use and intensity.
5. Phasing schedule for all proposed construction.
6. Owner's authorization form, if applicable.

FOR DEPARTMENT USE ONLY

Application Submittal: Date _____

Receipt # _____ Amount \$ _____

Reviewed By _____ Date _____

Application Determination COMPLETE Date Forwarded to School District _____

INCOMPLETE No further review will be made until the deficiencies indicated below are remedied. If the deficiencies are not remedied within 30 days, the application will be deemed withdrawn.

Description of Deficiencies: _____

RESUBMITTAL: Date _____

Reviewed By _____ Date _____

Application Determination COMPLETE Date Forwarded to School District _____

INCOMPLETE No further review will be made until the deficiencies indicated below are remedied. If the deficiencies are not remedied within 30 days, the application will be deemed withdrawn.

Description of Deficiencies: _____

FOR SCHOOL DISTRICT STAFF USE ONLY

**CONCURRENCY
DETERMINATION**

APPROVED, see School Concurrency Reservation Letter

DENIED, see School Concurrency Denial Letter

****ALL CAPACITY DETERMINATION/MITIGATION CALCULATIONS MUST BE ATTACHED TO THIS APPLICATION****

***The SCRC issued pursuant to this application is based on the information provided in the application package. A final development order will not be issued if the development for which a final development order is sought is not consistent with the description of development (including plans) on which the SCRC was issued.

PROCEDURES FOR DETERMINING AVAILABLE SCHOOL CAPACITY

Completeness Review

All applications shall be reviewed on a first-come, first-serve basis. Within five business days after its receipt, the Director or his Designee will determine whether the School Concurrency Application is complete. If the School Concurrency Application is complete and the submission requirements have been met, the Director will forward the School Concurrency Application to the School District Designee for review and a finding with regard to Available School Capacity.

If the School Concurrency Application is not complete, the Director will notify the Applicant of its deficiencies in writing. No further review will be made until the deficiencies of the Application are remedied. If any deficiencies in the Application are not remedied by the Applicant within 30 days of receipt of the above referenced written notification, the Application will be deemed withdrawn. At the time that the School Concurrency Application is determined to be complete, the Director shall send it to the School District for review.

Identification of Available School Capacity

Within 30 business days of the submission to the Director of a complete School Concurrency Application, a revised School Concurrency Application, or a proffered Proportionate Share Mitigation Agreement, the School District Designee shall prepare a written report that:

- (1) Identifies Available School Capacity in the relevant Concurrency Service Area;
- (2) Identifies any previously dedicated, constructed, or funded Public School Facility accepted as Proportionate Share Mitigation for the public school impacts of the Development Proposal; and
- (3) Based on information provided by the Applicant and its own data and Work Program, states whether Public School Concurrency can be achieved for each type of Public School Facility sufficient to accommodate the Development Proposal.

Determination of Available School Capacity

The School District Designee shall make a finding with regard to Available School Capacity based on the methodology below:

- (1) The School District Designee will measure Available School Capacity for each school level, based on the School Capacity of the Concurrency Service Area in which a Development Proposal is located. If School Capacity is not available in the affected Concurrency Service Area, the School District Designee shall determine whether there is Available School Capacity in any contiguous Concurrency Service Area.
- (2) For each school type (elementary, middle and high), the School District shall use the following calculation methodology to determine if there is Available School Capacity:

- (i) *Formula for Total Public School Facilities*

Total Public School Facilities =
Existing Public School Facilities + Planned Public School Facilities

- (ii) *Formula for Available School Capacity*

Available School Capacity =
School Capacity-(Enrollment + Reserved)

School Capacity = the lesser of FISH capacity or core cafeteria capacity.

Enrollment = Student enrollment as counted at the Fall FTE.

Reserved = Students generated from residential developments pursuant to the approval of a School Concurrency Reservation Certificate.

- (3) If a Finding of Available School Capacity is based upon the capacity of one or more contiguous Concurrency Service Areas, then the School District Designee will recommend to the School Board the means and timeframes within which the impacts of the Development Proposal will be shifted to the contiguous Concurrency Service Area. If more than one Concurrency Service Area has capacity, the School District Designee shall recommend to the School Board which Concurrency Service Area will receive the impacts of the Development Proposal. Methods to shift impacts may include, but are not necessarily limited to:
- (i) redistricting;
 - (ii) transportation plans;
 - (iii) operational adjustments; or
 - (iv) terms or conditions agreed to by the Applicant.

Finding of Available School Capacity

Where the School District determines that adequate capacity is available, the School District shall issue a Finding of Available School Capacity.

Upon issuance of a Finding of Available School Capacity, the School District Designee shall allocate the amount of School Capacity to be required by the Development Proposal on the Development Review Table. It shall be reduced if, and to the same extent that, the Development Proposal is amended to reduce the impacts on Public School Facilities. The School District Designee shall issue a School Concurrency Reservation Letter to the City upon a Finding of Available Capacity and record the School Concurrency Reservation on the Development Review Table. Within 5 days of receipt of the School Concurrency Reservation Letter, the City will issue, to the applicant, a School Concurrency Reservation Certificate.

If a Finding of Available School Capacity is based on a Public School Facility provided through Proportionate Share Mitigation, final approval of the Development Proposal shall not be given by the City until the execution of a Proportionate Share Mitigation Agreement by the Applicant and the School Board. Upon approval of the Development Proposal, the City shall execute the Proportionate Share Mitigation Agreement.

INSTRUCTIONS FOR SCHOOL CONCURRENCY RESERVATION CERTIFICATE (SCRC) APPLICATION FORM

The Planning Department (Department) shall review the development proposal and render a completeness decision within five (5) working days. The applicable fee must be submitted with the application.

An Applicant may withdraw its Application for school concurrency at any time by submitting a written request to the Department. The withdrawal of an Application will result in the forfeiture of all fees paid and the immediate release of any capacity allocations.

Application Number is the file number assigned by the Planning Department.

Project Name is the name of the development or phase of development.

Property Address is the physical location of the property subject to the application.

Acres is the size of the property subject to the application.

Section, Township, Range and Parcel Numbers is the 17-digit number (00-00-00-000000-00) assigned to the property by the Clay County Property Appraiser’s Office (CCPAO). It is also referred to as the Real Estate Number. You can obtain this information by contacting the CCPAO at (904) 284-6305 or performing a search on the website www.ccpao.com

Future Land Use, Current is the property’s land use category as currently adopted on the Future Land Use Map Series of the Comprehensive Plan. **Future Land Use, Proposed** is the land use category being requested through an amendment to the Future Land Use Map. Please note that a SCRC cannot be issued for a use or intensity that is inconsistent with the current future land use designation of the property. You can obtain the future land use designation by contacting the Clay County Planning Department at (904) 269-6301 or by reviewing the County Land Use Map at the following website: www.claycountygov.com

Zoning, Current is the property’s zoning category as currently adopted on the Zoning Atlas.

Zoning, Proposed is the zoning category being requested through the rezoning process. You can obtain the zoning category by contacting the Clay County Zoning Department at (904) 269-6301.

Project Description section pertains to ALL development, existing and currently proposed, on the property.

E = Existing P = Proposed	Use/Description	Dwelling Units	Complete for EXISTING development only.		
			To Be Removed (Y or N)	CO Date	Active (Y or N)

Existing means that development currently present on the property.

Proposed means the current development proposal planned on the property for which approval is being sought.

Use is a description of the purpose such as single-family, multifamily.

Dwelling Units is the form of measurement; number of dwelling units proposed.

To Be Removed section is completed only for a use that is EXISTING on the property. A “Y” for Yes is entered, if the existing use will be removed or replaced such as demolition, change of use, etc. A “N” for No is entered, if the existing use will remain on the property.

CO Date section is completed only for a use that is EXISTING on the property and is the date the certificate of occupancy was issued (month and year format i.e. 12/2008 or Dec 08).

Active section is completed only for a use that is EXISTING on the property. A “Y” for Yes is entered, if the use was in operation within 2 years of the date of application submittal. A “N” for No is entered, if the use was in operation for less than 2 years of the date of application submittal.

Applicant Information is the section containing the information for the current property owner and the agent/authorized representative to be contacted regarding the application.

Owners Authorization Form is a letter of consent from the property owner that must be completed and submitted with the application for an agent/authorized representative.

Attachments must be submitted with the application. Any required attachments not included with the application when submitted will result in the application being determined incomplete. An incomplete application will not be reviewed by the Department.

1. **Proof of ownership** can be provided by attaching a copy of the recorded deed or purchase agreement for the property.
2. **Legal description** is description of the property’s boundaries according to a survey. It is included in the recorded deed.
3. **Vicinity map** is map indicating the approximate location of the property, including road names.
4. **General site plan** is a drawing or survey that shows the property boundaries, access points, and all development, proposed and existing, on the property with notations indicating the use and density. For concurrency purposes, this plan is not required to be to scale.
5. **Phasing schedule** is a schedule of development on the property, which includes the phase number or name, the use, density, commencement date, and completion date.

Phasing Schedule Example

Phase	Use	Intensity	Date of	
			Commencement	Completion
1	Single family	250 DU	1/2009	1/2011
2	Multifamily	300 DU	2/2011	4/2013

Prepared by:
Alexandra B. Griffin, Esq.
Head, Moss, Fulton & Griffin, P.A.
1530 Business Center Drive, Suite 4
Fleming Island, Florida 32003

QUITCLAIM DEED

THIS INDENTURE, made this 6 day of February, 2020, by BMHB Ventures, LLC, a Florida limited liability company, conveying non homestead property, whose address is 1939 Silo Oaks Place, Middleburg, FL 32068, Fleming Island, Florida 32003 hereinafter called the Grantor, to John Nichols, as Trustee of the Graylon Oaks Land Trust, whose address is 1635 Eagle Harbor Pkwy # 4, Fleming Island, FL 32003, hereinafter called the Grantee,

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, Grantee's heirs and assigns forever, the following described land, situate lying and being in Clay County, Florida, to wit:

See Exhibit "A" attached hereto
Parcel ID Number: 380626-016742-000-00

Subject to Covenants, Restrictions and Easements of Record. Subject also to taxes for 2018 and subsequent years.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances hereunto belonging or in otherwise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantors, either in law or equity, to the only proper use, benefit and behalf of the said Grantees forever.

NOTE: No title evidence was requested or furnished in connection with the preparation of this instrument and no opinion, expressed or implied, is intended by the above named scrivener.

Signatures of Grantors on Following Page

Prepared by:
Alexandra B. Griffin, Esq.
Head, Moss, Fulton & Griffin, P.A.
1530 Business Center Drive, Suite 4
Fleming Island, Florida 32003

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of two witnesses:

Witness No. 1 BMHB Ventures, LLC, a Florida limited liability company

Witness Sign Name *ABG*
Witness Print Name ABC Griffin

By: *[Signature]* (Seal)
Brent White, Manager

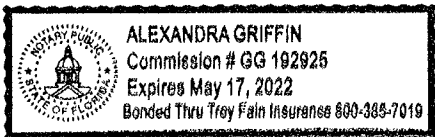
Witness No. 2

Witness Sign Name *Teresa Temple*
Witness Print Name Teresa Temple

STATE OF FLORIDA

COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 6 day of February, 2020, by Brent White, as Manager BMHB Ventures LLC, a Florida limited liability company, on behalf of the company, who is (a) personally known to me, or (b) _____ produced _____ as identification.



NOTARY PUBLIC

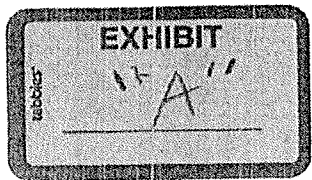
[Signature]
Print Name: _____

State of Florida at Large

My Commission Expires: _____

parcel: 38 06 26 016 742
000 00
Lot "B"

Beginning at the SE corner of Henry Lenders land thence running Easterly six chains and thirty six links parallel with Clydeview Avenue to Vermont Avenue, thence along the West side of Vermont Avenue Northerly ninety-six feet, thence Westerly six chains and thirty-six links to H. Lenders East line, thence Southerly along Lenders East line one hundred feet to the place of beginning; containing one acre more or less, the same being a portion of a certain four acre lot conveyed by Wm. Thompson to Mrs. M.E. Bemis by deed dated December 21st, 1883, recorded in Book "L" pages 605 & 606 of the public records of Clay County, Florida.



Prepared by:
Alexandra B. Griffin, Esq.
Head, Moss, Fulton & Griffin, P.A.
1530 Business Center Drive, Suite 4
Fleming Island, Florida 32003

QUIT CLAIM DEED

THIS INDENTURE, made this 6 day of February, 2020, by BMHB Ventures, LLC, a Florida limited liability company, as Trustee of the Clay County Land Trust #38-06-26-016742-000-00, dated October 30, 2013, conveying non homestead property, whose address is 1939 Silo Oaks Place, Middleburg, FL 32068, Fleming Island, Florida 32003 hereinafter called the Grantor, to John Nichols, as Trustee of the Graylon Oaks Land Trust, whose address is 1635 Eagle Harbor Pkwy # 4, Fleming Island, FL 32003, hereinafter called the Grantee,

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, Grantee's heirs and assigns forever, the following described land, situate lying and being in Clay County, Florida, to wit:

See Exhibit "A" attached hereto
Parcel ID Number: 38-0626016748-000-00

Subject to Covenants, Restrictions and Easements of Record. Subject also to taxes for 2018 and subsequent years.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances hereunto belonging or in otherwise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantors, either in law or equity, to the only proper use, benefit and behalf of the said Grantees forever.

NOTE: No title evidence was requested or furnished in connection with the preparation of this instrument and no opinion, expressed or implied, is intended by the above named scrivener.

Signatures of Grantors on Following Page

Prepared by:
Alexandra B. Griffin, Esq.
Head, Moss, Fulton & Griffin, P.A.
1530 Business Center Drive, Suite 4
Fleming Island, Florida 32003

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of two witnesses:

Witness No. 1

Witness Sign Name [Signature]
Witness Print Name ABC

BMHB Ventures, LLC, a Florida limited liability
company, as Trustee of Clay County Land Trust #38-
06-26-016742-000-00

By: [Signature] (Seal)
Brent White, Manager

Witness No. 2

Witness Sign Name Teresa Temple
Witness Print Name Teresa Temple

STATE OF FLORIDA

COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization this 6 day of February, 2020, by Brent White, as Manager BMHB Ventures LLC, a
Florida limited liability company, as Trustee of Clay County Land Trust #38- 06-26-016742-000-00
on behalf of the land trust, who is (a) personally known to me, or (b) produced
_____ as identification.



NOTARY PUBLIC

[Signature]

Print Name: _____

State of Florida at Large

My Commission Expires: _____

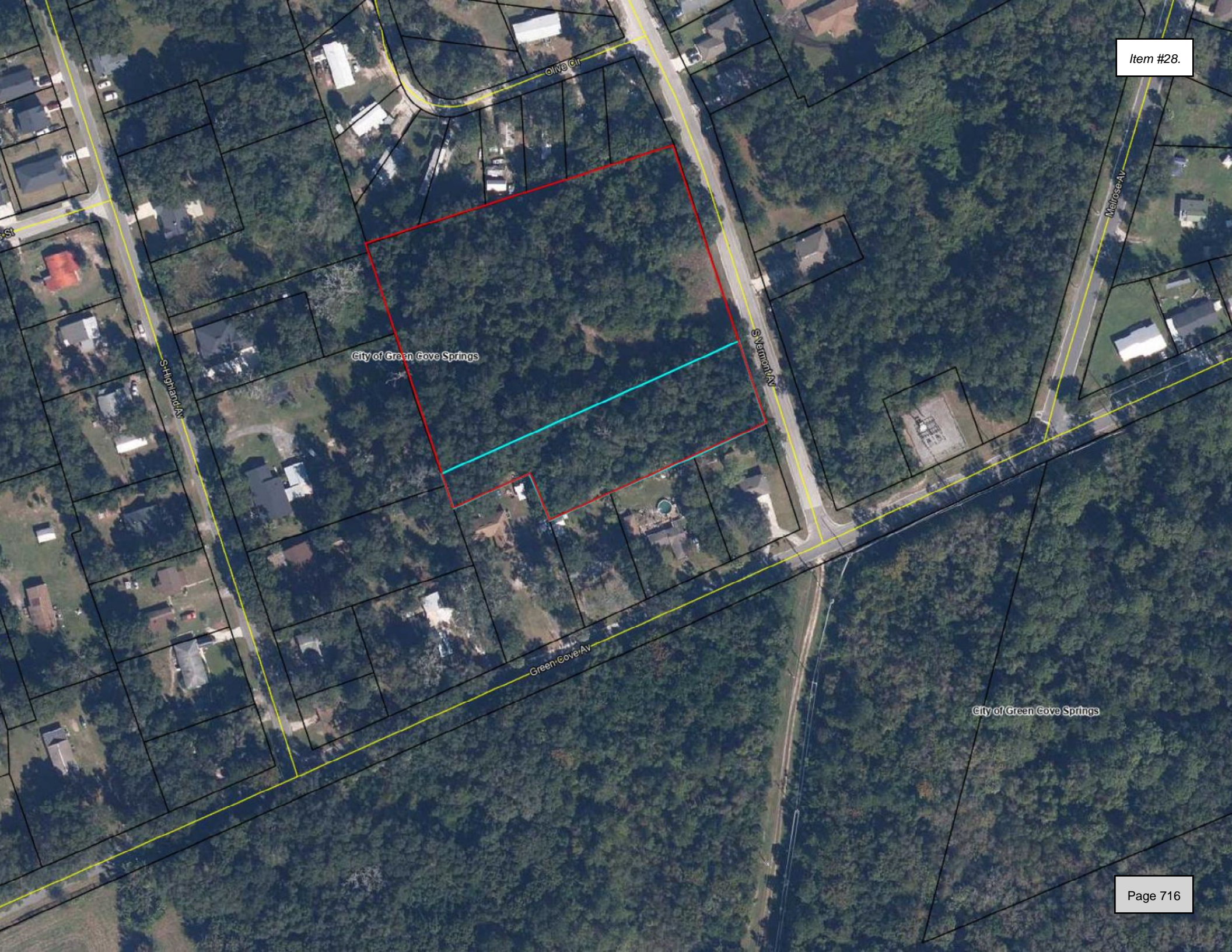
parcel :
380626 016748
000 00
Lot C

EXHIBIT "A"

A PARCEL OF LAND SITUATED IN LOT "C", BLOCK 102, PALMER AND FERRIS TRACT, GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 44 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1, ST. JOHNS MOBILE HOME VILLAGE, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 32 OF SAID PUBLIC RECORDS; THENCE ON THE WEST LINE OF VERMONT STREET RUN SOUTH 20 DEGREES 17 MINUTES 22 SECONDS EAST, 278.73 FEET TO THE SOUTH LINE OF SAID LOT "C", THENCE ON SAID SOUTH LINE, SOUTH 64 DEGREES 00 MINUTES 00 SECONDS WEST, 429.41 FEET TO THE WEST LINE OF SAID LOT "C"; THENCE ON SAID WEST LINE, NORTH 20 DEGREES 14 MINUTES 51 SECONDS WEST, 326.09 FEET TO THE SOUTH LINE OF SAID ST. JOHNS MOBILE HOME VILLAGE; THENCE ON SAID SOUTH LINE, NORTH 70 DEGREES 19 MINUTES 51 SECONDS EAST, 427.07 FEET TO THE POINT OF BEGINNING.

BEING 2.97 ACES MORE OR LESS IN AREA.



City of Green Cove Springs

City of Green Cove Springs

LEGAL DESCRIPTION AS SHOWN OFFICIAL RECORD BOOK 2815, PAGE 524

A PARCEL OF LAND SITUATED IN LOT "C", BLOCK 102, PALMER AND FERRIS TRACT, GREEN COVE SPRINGS, CITY COUNTY, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 44 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF HENRY LENDERS LAND THENCE RUNNING EASTERLY SIX CHAINS AND THIRTY SIX LINKS PARALLEL WITH C10DEVIEW AVENUE TO VERMONT AVENUE, THENCE ALONG THE WEST SIDE OF VERMONT AVENUE NORTHERLY NINETY-SIX FEET, THENCE WESTERLY SIX CHAINS AND THIRTY-SIX LINKS TO H. LENDERS EAST LINE, THENCE SOUTHERLY ALONG LENDERS EAST LINE ONE HUNDRED FEET TO THE PLACE OF BEGINNING; CONTAINING ONE ACRE MORE OR LESS, THE SAME BEING A PORTION OF A CERTAIN FOUR ACRE LOT CONVEYED BY WM. THOMPSON CO MRS. M.E. BEMIS BY DEED DATED DECEMBER 21ST, 1883, RECORDED IN BOOK "L" PAGES 605 & 606 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

LESS EXCEPT OFFICIAL RECORDS BOOK 3331, PAGE 1520, PARCEL 1

A PARCEL OF LAND SITUATED IN LOT "A" AND LOT "B", BLOCK 102, PALMER AND FERRIS TRACT, IN THE TOWN OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT "A", BLOCK 102, PALMER AND FERRIS TRACT IN THE TOWN OF GREEN COVE SPRINGS, AND RUN NORTH 64 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF LOT "A", WHICH IS ALSO THE SOUTH LINE OF THE TOWN OF GREEN COVE SPRINGS, FOR A DISTANCE OF 79.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ON LAST SAID LINE NORTH 64 DEGREES 00 MINUTES 00 SECONDS EAST, 30.17 FEET; THENCE NORTH 20 DEGREES 00 MINUTES 00 SECONDS WEST, 211.16 FEET; THENCE SOUTH 64 DEGREES 00 MINUTES 00 SECONDS WEST, 110.21 FEET TO THE WEST LINE OF SAID LOT "B"; THENCE ON LAST SAID LINE, AND ON THE WEST LINE OF SAID LOT "A", SOUTH 20 DEGREES 00 MINUTES 00 SECONDS EAST, 100.55 FEET; THENCE NORTH 64 DEGREES 00 MINUTES 00 SECONDS EAST, 79.83 FEET; THENCE SOUTH 20 DEGREES 00 MINUTES 00 SECONDS EAST, 110.61 FEET TO THE POINT OF BEGINNING.

GRAYLON OAKS (PUBLIC ROADS) FOR GRAYLON OAKS LAND TRUST

VERMONT AVENUE
GREEN COVE SPRINGS, FLORIDA

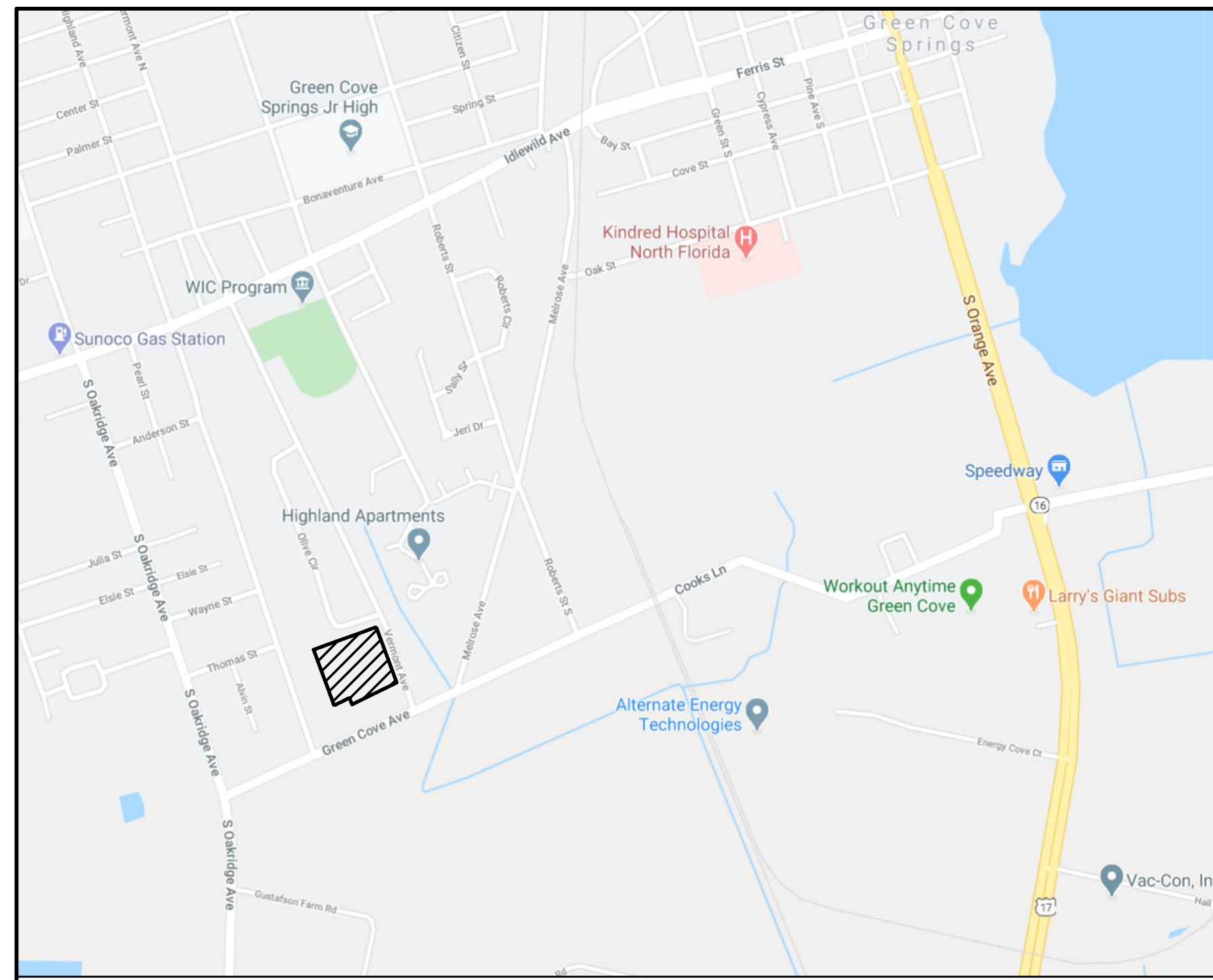
PROJECT OWNER AND CONSULTANTS

OWNER: GRAYLON OAKS LAND TRUST
4279 CEDAR ROAD
ORANGE PARK, FLORIDA 32065
CONTACT: BRENT WHITE
TEL: (904) 219-8358

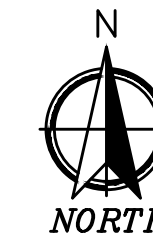
ENGINEER: DOMINION ENGINEERING GROUP, INC.
4348 SOUTHPPOINT BLVD, SUITE 201
JACKSONVILLE, FLORIDA 32216
CONTACT: MIKE BOWLES
TEL: (904) 854-4500 FAX: (904) 854-4505

LANDSCAPE: GODARD DESIGN ASSOCIATES, INC
541 OLEANDER STREET
NEPTUNE BEACH, FLORIDA 32266
CONTACT: BRETT GODARD
TEL: (904) 247-7729

SURVEYOR: BARTRAM TRAIL SURVEYING, INC.
1501 COUNTY ROAD 315, SUITE 106
GREEN COVE SPRINGS, FL 32043
CONTACT: XXXXXXXX
TEL: (904) 284-2224

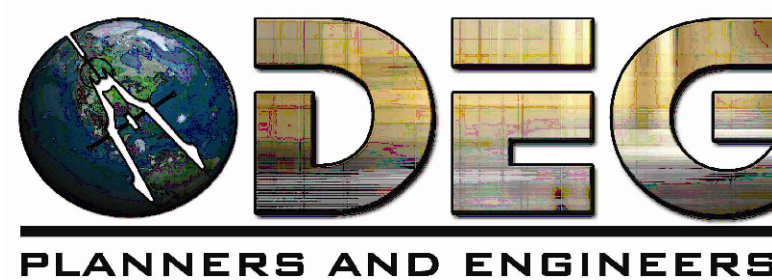


LOCATION MAP
N.T.S.



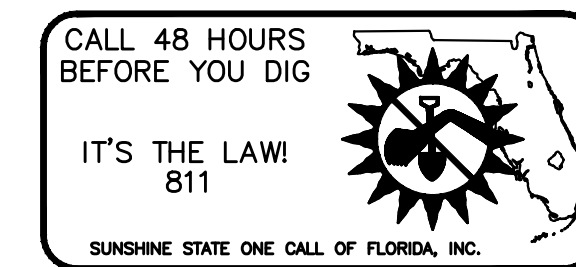
INDEX OF DRAWINGS

- T-1 COVER SHEET
- C1 PRE DEVELOPMENT PLAN
- C2 GEOMETRY PLAN
- C3 PAVING AND DRAINAGE PLAN
- C4 MASTER UTILITY PLAN
- C5 PLAN AND PROFILE
- C6 EROSION CONTROL PLAN
- C7-C8 PAVING AND DRAINAGE DETAILS
- C9 GENERAL NOTES
- C10 CLAY COUNTY GENERAL NOTES
- C11 SWPPP-CONTRACTORS REQUIREMENTS
- C12 EROSION AND SEDIMENT CONTROL DETAILS
- C13 SWPPP-CONTRACTORS CERTIFICATIONS
- C14 MAINTENANCE OF TRAFFIC
- C15 STANDARD WATER AND SEWER SYSTEM NOTES
- C16 STANDARD WATER SYSTEM DETAILS
- C17 STANDARD WATER SERVICE DETAILS
- C18 STANDARD LOCATOR WIRING INSTALLATION
- C19 STANDARD SEWER SYSTEM DETAILS
- C20 STANDARD GRAVITY SEWER SERVICE DETAILS
- L1 TREE REMOVAL/PRESERVATION PLAN
- L2 LANDSCAPE GENERAL NOTES
- L3 LANDSCAPE PLAN
- L4 LANDSCAPE SPECIFICATIONS



REGISTRY No. 26821

PIN # 38-06-26-016748-000-00



REVISIONS	
FDEP 10-2 SUBMITTAL	06/15/2020
BID SET	08/18/2020
COUNTY SUBMITTAL 1	12/15/2020
COUNTY SUBMITTAL 2	01/11/2022
COUNTY SUBMITTAL 3	06/03/2022
COUNTY SUBMITTAL 3	08/08/2022

WILLIAM E SCHAEFER, P.E.
FLA. REGISTERED ENGINEER # 40229

DEG JOB No. 2103.007 (GRAYLON OAKS)

STORM WATER POLLUTION PREVENTION PLAN

REQUIREMENTS	GENERAL	CONTRACTOR'S REQUIREMENTS	CONTRACTOR'S REQUIREMENTS	CONTRACTOR'S REQUIREMENTS	CONTRACTOR'S REQUIREMENTS
<p>SITE DESCRIPTION</p>	<p>GENERAL</p>	<p>CONSTRUCTED ON UNDISTURBED SOIL AND THE AREA BELOW THE LEVEL UP IS STABILIZED. THE WATER SHOULD NOT BE ALLOWED TO RECONCENTRATE AFTER RELEASE. LEVEL SPREADER SHALL BE CONSTRUCTED IN ACCORDANCE TO CITY STANDARD DETAIL D-914.</p>	<p>THE 3,600 CUBIC FEET OF STORAGE AREA PER ACRE DRAINED DOES NOT APPLY TO FLOWS FROM OFFSITE AREAS AND FLOWS FROM ONSITE AREAS THAT ARE EITHER UNDISTURBED OR HAVE UNDERGONE FINAL STABILIZATION WHERE SUCH FLOWS ARE DIVERTED AROUND BOTH THE DISTURBED AREA AND THE SEDIMENT BASIN. ANY TEMPORARY SEDIMENT BASINS CONSTRUCTED MUST BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS FOR STRUCTURAL FILL. ALL SEDIMENT COLLECTED IN PERMANENT OR TEMPORARY SEDIMENT TRAPS MUST BE REMOVED UPON FINAL STABILIZATION.</p>	<p>HAZARDOUS PRODUCTS</p> <p>THESE PRACTICES ARE USED TO REDUCE THE RISKS ASSOCIATED WITH HAZARDOUS MATERIALS.</p> <ul style="list-style-type: none"> PRODUCTS WILL BE KEPT IN ORIGINAL CONTAINERS UNLESS THEY ARE NOT RESEALABLE. ORIGINAL LABELS AND MATERIAL SAFETY DATA WILL BE RETAINED; THEY CONTAIN IMPORTANT PRODUCT INFORMATION. IF SURPLUS PRODUCT MUST BE DISPOSED OF, MANUFACTURER'S OR LOCAL AND STATE RECOMMENDED METHODS FOR PROPER DISPOSAL WILL BE FOLLOWED. 	<ul style="list-style-type: none"> SILT FENCE WILL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND. THE SEDIMENT BASINS WILL BE INSPECTED FOR THE DEPTH OF SEDIMENT, AND BUILT UP SEDIMENT WILL BE REMOVED WHEN IT REACHES 10 PERCENT OF THE DESIGN CAPACITY OR AT THE END OF THE JOB, WHICHEVER COMES FIRST. DIVERSION DIKES/SWALES WILL BE INSPECTED AND ANY BREACHES PROMPTLY REPAIRED. TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. A COPY OF THE REPORT FORM TO BE COMPLETED BY THE INSPECTOR IS ATTACHED. THE REPORTS WILL BE KEPT ON SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER OR ANY FEDERAL, STATE OR LOCAL AGENCY APPROVING SEDIMENT AND EROSION PLANS, OR STORM WATER MANAGEMENT PLANS. THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED. THE REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE. THE SITE SUPERINTENDENT WILL SELECT UP TO THREE INDIVIDUALS WHO WILL BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORT. PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE RESPONSIBILITIES WILL RECEIVE TRAINING FROM THE SITE SUPERINTENDENT. THEY WILL BE TRAINED IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ONSITE IN GOOD WORKING ORDER.
<p>PROJECT NAME AND LOCATION: GRAYLON OAKS VERMONT AVENUE CLAY COUNTY OWNER NAME AND ADDRESS: GRAYLON OAKS LAND TRUST 4279 CEDAR ROAD ORANGE PARK, FL 32065</p>	<p>THE CONTRACTOR SHALL AT A MINIMUM IMPLEMENT THE CONTRACTOR'S REQUIREMENTS OUTLINED BELOW AND THOSE MEASURES SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN. IN ADDITION THE CONTRACTOR SHALL UNDERTAKE ADDITIONAL MEASURES REQUIRED TO BE IN COMPLIANCE WITH APPLICABLE PERMIT CONDITIONS AND STATE WATER QUALITY STANDARDS. DEPENDING ON THE NATURE OF MATERIALS AND METHODS OF CONSTRUCTION THE CONTRACTOR MAY BE REQUIRED TO ADD FLOCCULANTS TO THE RETENTION SYSTEM PRIOR TO PLACING THE SYSTEM INTO OPERATION.</p>	<p>5. STOCKPILED MATERIAL: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORM WATER COLLECTION FACILITY.</p>	<p>OTHER CONTROLS</p>	<p>PRODUCT SPECIFIC PRACTICES</p> <p>THE FOLLOWING PRODUCT SPECIFIC PRACTICES WILL BE FOLLOWED ONSITE:</p>	<p>HAZARDOUS PRODUCTS</p> <p>ALL ONSITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ONSITE WILL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.</p>
<p>DESCRIPTION: SINGLE FAMILY</p>	<p>SEQUENCE OF MAJOR ACTIVITIES:</p>	<p>6. EXPOSED AREA LIMITATION: THE SURFACE AREA OF OPEN, RAW ERODIBLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL NOT EXCEED 10 ACRES. THIS REQUIREMENT MAY BE WAIVED FOR LARGE PROJECTS WITH AN EROSION CONTROL PLAN WHICH DEMONSTRATES THAT OPENING OF ADDITIONAL AREAS WILL NOT SIGNIFICANTLY AFFECT OFF-SITE DEPOSIT OF SEDIMENTS.</p>	<p>HAZARDOUS WASTE</p> <p>ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATION OR BY THE MANUFACTURER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE SITE SUPERINTENDENT, THE INDIVIDUAL WHO MANAGES DAY-TO-DAY SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.</p>	<p>PETROLEUM PRODUCTS</p> <p>ALL ONSITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ONSITE WILL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.</p>	<p>FERTILIZERS</p> <p>FERTILIZERS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. STORAGE WILL BE IN A COVERED AREA. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.</p>
<p>SOIL DISTURBING ACTIVITIES WILL INCLUDE: CLEARING AND GRUBBING; EARTHWORK, PAVEMENT AND GRADING; STORM SEWER, UTILITIES, AND PREPARATION FOR FINAL PLANTING AND SEEDING.</p>	<p>THE ORDER OF ACTIVITIES WILL BE AS FOLLOWS:</p>	<p>7. INLET PROTECTION: INLETS AND CATCH BASINS WHICH DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT-LADEN STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.</p>	<p>WASTE DISPOSAL</p>	<p>FERTILIZERS</p> <p>FERTILIZERS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. STORAGE WILL BE IN A COVERED AREA. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.</p>	<p>HAZARDOUS WASTE</p> <p>ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATION OR BY THE MANUFACTURER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE SITE SUPERINTENDENT, THE INDIVIDUAL WHO MANAGES DAY-TO-DAY SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.</p>
<p>RUNOFF CURVE NUMBERS: 1. PRE-CONSTRUCTION = 60 2. DURING CONSTRUCTION = 50 3. POST-CONSTRUCTION = 89</p>	<p>1. INSTALL STABILIZED CONSTRUCTION ENTRANCE CURBS & GUTTER.</p>	<p>8. TEMPORARY SEEDING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE RE-EXCAVATED OR DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 30 DAYS SHALL BE SEEDDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING.</p>	<p>WASTE MATERIALS</p>	<p>HAZARDOUS WASTE</p> <p>ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATION OR BY THE MANUFACTURER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE SITE SUPERINTENDENT, THE INDIVIDUAL WHO MANAGES DAY-TO-DAY SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.</p>	<p>HAZARDOUS WASTE</p> <p>ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATION OR BY THE MANUFACTURER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE SITE SUPERINTENDENT, THE INDIVIDUAL WHO MANAGES DAY-TO-DAY SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.</p>
<p>SOILS: SEE SOIL BORING REPORT FOR SOILS DATA</p>	<p>2. INSTALL SILT FENCES AND HAY BALES AS REQUIRED</p>	<p>9. TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH 8 ABOVE SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH.</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SITE MAPS: SEE ATTACHED GRADING PLAN FOR PRE & POST DEVELOPMENT GRADES, AREAS OF SOILS, DISTURBANCE, LOCATION OF SURFACE WATERS, WETLANDS, PROTECTED AREAS, MAJOR STRUCTURAL AND NONSTRUCTURAL CONTROLS AND STORM WATER DRAINAGE POINTS.</p>	<p>3. CLEAR AND GRUB FOR DIVERSION SWALES/DIKES AND SEDIMENT BASIN</p>	<p>10. TEMPORARY GRASSING: THE SEEDED OR SEEDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED OR HYDROMULCHED OR OTHER SUITABLE METHODS IF REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER. TEMPORARY GRASSING SHALL BE THE SAME MIX & AMOUNT REQUIRED FOR PERMANENT GRASSING IN THE CONTRACT SPECIFICATIONS.</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE ATTACHED EROSION & TURBIDITY CONTROL PLAN FOR LOCATION OF TEMPORARY STABILIZATION PRACTICES, AND TURBIDITY BARRIERS</p>	<p>4. CONSTRUCT SEDIMENTATION BASIN</p>	<p>11. TEMPORARY REGASSING : IF, AFTER 14 DAYS FROM SEEDING, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75 PERCENT GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATIVE COVER.</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>5. CONTINUE CLEARING AND GRUBBING</p>	<p>12. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE ATTACHED EROSION & TURBIDITY CONTROL PLAN FOR LOCATION OF TEMPORARY STABILIZATION PRACTICES, AND TURBIDITY BARRIERS</p>	<p>6. STOCK PILE TOP SOIL IF REQUIRED</p>	<p>13. PERMANENT EROSION CONTROL: THE EROSION CONTROL FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO MINIMIZE THE IMPACT ON THE OFFSITE FACILITIES.</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>7. PERFORM PRELIMINARY GRADING ON SITE AS REQUIRED</p>	<p>14. PERMANENT SEEDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION WILL, AS A MINIMUM, BE SEEDDED. THE SEEDING MIX MUST PROVIDE BOTH LONG-TERM VEGETATION AND RAPID GROWTH SEASONAL VEGETATION. SLOPES STEEPER THAN 4:1 SHALL BE SEEDDED AND MULCHED OR SOODED.</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>8. STABILIZE DENuded AREAS AND STOCKPILES AS SOON AS PRACTICABLE</p>	<p>STRUCTURAL PRACTICES</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>TIMING OF CONTROLS/MEASURES</p>	<p>1. TEMPORARY DIVERSION DIKE: TEMPORARY DIVERSION DIKES MAY BE USED TO DIVERT RUNOFF THROUGH A SEDIMENT-TRAPPING FACILITY. AND IT SHALL BE CONSTRUCTED IN ACCORDANCE TO D-914.</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>AS INDICATED IN THE SEQUENCE OF MAJOR ACTIVITIES, THE SILT FENCES AND HAY BALES, STABILIZED CONSTRUCTION ENTRANCE AND SEDIMENT BASIN WILL BE CONSTRUCTED PRIOR TO CLEARING OR GRADING OF ANY OTHER PORTIONS OF THE SITE. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICAL. IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA, THAT AREA WILL BE STABILIZED PERMANENTLY IN ACCORDANCE WITH THE PLANS. AFTER THE ENTIRE SITE IS STABILIZED, THE ACCUMULATED SEDIMENT WILL BE REMOVED FROM THE SEDIMENT TRAPS AND THE EARTH DIKE/SWALES WILL BE REGRADED/REMOVED AND STABILIZED IN ACCORDANCE WITH THE EROSION & TURBIDITY CONTROL PLAN.</p>	<p>2. TEMPORARY SEDIMENT TRAP: A SEDIMENT TRAP SHALL BE INSTALLED IN AN DRAINAGEWAY AT A STORM DRAIN INLET OR AT OTHER POINTS OF DISCHARGE FROM A DISTURBED AREA.</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>CONTROLS</p>	<p>3. DROP INLET SEDIMENT TRAP - THIS PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (S < 3%) AND WHERE SHEET OR OVERLAND FLOWS (Q < 0.5 CFS) ARE TYPICAL. THIS METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS SUCH AS IN STREET OR HIGHWAY MEDIANS. REFER TO D-905 FOR CONSTRUCTION OF HAY BALE & FABRIC SEDIMENT FILTER.</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>IT IS THE CONTRACTORS RESPONSIBILITY TO IMPLEMENT THE EROSION AND TURBIDITY CONTROLS AS SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN. IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO ENSURE THESE CONTROLS ARE PROPERLY INSTALLED, MAINTAINED AND FUNCTIONING PROPERLY TO PREVENT TURBID OR POLLUTED WATER FROM LEAVING THE PROJECT SITE. THE CONTRACTOR WILL ADJUST THE EROSION AND TURBIDITY CONTROLS SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN AND ADD ADDITIONAL CONTROL MEASURES, AS REQUIRED, TO ENSURE THE SITE MEETS ALL FEDERAL, STATE AND LOCAL EROSION AND TURBIDITY CONTROL REQUIREMENTS. THE FOLLOWING BEST MANAGEMENT PRACTICES WILL BE IMPLEMENTED BY THE CONTRACTOR AS REQUIRED BY THE EROSION AND TURBIDITY CONTROL PLAN AND AS REQUIRED TO MEET THE EROSION AND TURBIDITY REQUIREMENTS IMPOSED ON THE PROJECT SITE BY THE REGULATORY AGENCIES.</p>	<p>4. SEDIMENT BASIN: WILL BE CONSTRUCTED AT THE COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH 10 OR MORE DISTURBED ACRES AT ONE TIME, THE PROPOSED STORM WATER PONDS (OR TEMPORARY PONDS) WILL BE CONSTRUCTED FOR USE AS SEDIMENT BASINS. THESE SEDIMENT BASINS MUST PROVIDE A MINIMUM OF 3,600 CUBIC FEET OF STORAGE PER ACRE DRAINED UNTIL FINAL STABILIZATION OF THE SITE.</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>EROSION AND SEDIMENT CONTROLS STABILIZATION PRACTICES</p>	<p>5. OUTLET PROTECTION: APPLICABLE TO THE OUTLETS OF ALL PIPES AND PAVED CHANNEL SECTIONS WHERE THE FLOW COULD CAUSE EROSION & SEDIMENT PROBLEM TO THE RECEIVING WATER BODY. SILT FENCES & HAY BALES ARE TO BE INSTALLED IMMEDIATELY DOWNSTREAM OF THE DISCHARGING STRUCTURE AS SHOWN ON THE OUTLET PROTECTION DETAIL.</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>1. HAY BALE BARRIER: HAY BALE BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:</p>	<p>6. SEDIMENT FILTER: A BLOCK & GRAVEL SEDIMENT FILTER - THIS PROTECTION IS APPLICABLE WHERE HEAVY FLOWS AND/OR WHERE AN OVERFLOW CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING AROUND THE STRUCTURE. REFER TO D-902 FOR CONSTRUCTION OF A CURB INLET SEDIMENT FILTER, AND D-904 FOR CONSTRUCTION OF A DROP INLET SEDIMENT FILTER.</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.</p>	<p>7. BRUSH BARRIER WITH FILTER FABRIC: BRUSH BARRIER MAY BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WHERE ENOUGH RESIDUE MATERIAL IS AVAILABLE ON SITE.</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>B. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2 ACRES.</p>	<p>8. LEVEL SPREADER: A LEVEL SPREADER MAY BE USED WHERE SEDIMENT-FREE STORM RUNOFF IS INTERCEPTED AND DIVERTED AWAY FROM THE GRADED AREAS ONTO UNDISTURBED STABILIZED AREAS. THIS PRACTICE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>C. WHERE EFFECTIVENESS IS REQUIRED FOR LESS THAN 3 MONTHS.</p>	<p>9. BRUSH BARRIER WITH FILTER FABRIC: BRUSH BARRIER MAY BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WHERE ENOUGH RESIDUE MATERIAL IS AVAILABLE ON SITE.</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>D. EVERY EFFORT SHOULD BE MADE TO LIMIT THE USE OF STRAW BALE BARRIERS CONSTRUCTED IN LIVE STREAMS OR IN SWALES WHERE THERE IS THE POSSIBILITY OF A WASHOUT. IF NECESSARY, MEASURES SHALL BE TAKEN TO PROPERLY ANCHOR BALES TO INSURE AGAINST WASHOUT.</p>	<p>10. LEVEL SPREADER: A LEVEL SPREADER MAY BE USED WHERE SEDIMENT-FREE STORM RUNOFF IS INTERCEPTED AND DIVERTED AWAY FROM THE GRADED AREAS ONTO UNDISTURBED STABILIZED AREAS. THIS PRACTICE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>REFER TO CITY STANDARD DETAIL D-913 FOR CONSTRUCTING THE HAY BALE BARRIER. ALSO REFER TO D-901, D-911 AND D-12 FOR PROPER LOCATION, MATERIAL & USAGE.</p>	<p>11. BRUSH BARRIER WITH FILTER FABRIC: BRUSH BARRIER MAY BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.</p>	<p>12. FILTER FABRIC BARRIER: FILTER FABRIC BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>B. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2 ACRES.</p>	<p>13. BRUSH BARRIER WITH FILTER FABRIC: BRUSH BARRIER MAY BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>C. WHERE EFFECTIVENESS IS REQUIRED FOR LESS THAN 3 MONTHS.</p>	<p>14. LEVEL SPREADER: A LEVEL SPREADER MAY BE USED WHERE SEDIMENT-FREE STORM RUNOFF IS INTERCEPTED AND DIVERTED AWAY FROM THE GRADED AREAS ONTO UNDISTURBED STABILIZED AREAS. THIS PRACTICE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>D. EVERY EFFORT SHOULD BE MADE TO LIMIT THE USE OF STRAW BALE BARRIERS CONSTRUCTED IN LIVE STREAMS OR IN SWALES WHERE THERE IS THE POSSIBILITY OF A WASHOUT. IF NECESSARY, MEASURES SHALL BE TAKEN TO PROPERLY ANCHOR BALES TO INSURE AGAINST WASHOUT.</p>	<p>15. LEVEL SPREADER: A LEVEL SPREADER MAY BE USED WHERE SEDIMENT-FREE STORM RUNOFF IS INTERCEPTED AND DIVERTED AWAY FROM THE GRADED AREAS ONTO UNDISTURBED STABILIZED AREAS. THIS PRACTICE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>REFER TO CITY STANDARD DETAIL D-913 FOR CONSTRUCTING THE HAY BALE BARRIER. ALSO REFER TO D-901, D-911 AND D-12 FOR PROPER LOCATION, MATERIAL & USAGE.</p>	<p>16. BRUSH BARRIER WITH FILTER FABRIC: BRUSH BARRIER MAY BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>	<p>HAZARDOUS WASTE</p>
<p>SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.</p>	<p>A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.</p>	<p>17. FILTER FABRIC BARRIER: FILTER FABRIC BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:</p>	<p>HAZARDOUS WASTE</p>	<p><</p>	

OUTLINE SPECIFICATIONS FOR CONSTRUCTION OF SEWAGE COLLECTION SYSTEM

01. INTENTION. It is the declared and acknowledged intention to secure a new sewerage system, complete, in accordance with the plans, specifications, and contract documents. All new work shall be in accordance with the City of Green Cove Springs Specifications and Details and with C.G.C.S. Approved Materials Manual and C.G.C.S. Public Works Department Details and Specifications and any other Government Regulatory Agency. All work shall conform to the above whether or not specifically called out or noted on the plans.

02. GENERAL. All materials shall be of those listed in the C.G.C.S. Approved Materials Manual. The installation shall be warranted by the Contractor as to materials, workmanship and accuracy of the As-built drawings for a period of two years from the date of completion of the work or beneficial use of the facilities. Workmanship shall be of good quality; i.e., sewers shall be laid true to line and grade, fittings shall be properly installed and restrained, trench shall be properly excavated and backfilled, manholes shall be installed at locations and to elevations shown on the plans.

02.1 CONTRACTOR LICENSE AND APPROVAL. Utility reserves the right to approve or deny approval of contractor prior to construction of any on-site or off-site utility facilities. Contractor must hold a State of Florida Under Ground Utility Contractors license, that named contracting company being the one doing the work on project, and demonstrate acceptable experience in the field of utility construction.

03. SURVEYS. The Utility Contractor shall provide all surveys necessary for the layout and construction of the work of his contract.

04. EARTHWORK. Earthwork shall include all excavation, fill and backfill (hand/machine), compaction and rough grading of materials encountered. No unsuitable materials clay, muck, or peat removed from pipe trenches are to be used for backfill. All fill or backfill shall be either sand or sandy clay, free of roots, trash or other debris. All backfill alongside of and to a height twenty-four inches above all pipe shall be free of clay or organic material, compacted in lifts, the first of which shall be to the spring line of the pipe by either hand or machine operation carefully to 98% (outside of paving), 98% (under paving) of its optimum moisture content as determined by ASTM D698, latest. Copies of compaction density test reports from a licensed testing agency shall be made available to C.G.C.S. if requested.

05. MANHOLES. Manhole bases, sections and cones shall conform to the requirements of ASTM C478, Specifications for Precast Reinforced Concrete Manhole Sections. Cement shall meet the requirements of ASTM C150, Specifications for Portland Cement, Type II. Concrete shall meet the minimum requirements for Class "A" Concrete Work. Minimum wall thickness shall be 1/12 the inside diameter in inches plus one (1) inch. Bases for manholes shall be cast integrally with the bottom manhole section. Joint contact surfaces shall be formed with machined operation carefully to 98%. All other backfill shall be compacted by either hand or machine operation carefully to 95% (outside of paving), 98% (under paving) of its optimum moisture content as determined by ASTM D698, latest. Copies of compaction density test reports from a licensed testing agency shall be made available to C.G.C.S. if requested.

05.1 CAST IRON MANHOLE FRAMES AND COVERS. Cast iron manhole frames and covers shall conform to the requirements of ASTM A48, Castings, Class No. 30, or Grade 65-45-12, Ductile Iron meeting the requirements of ASTM A536, Standard Specification for Ductile Iron Castings. In either case, manhole frame and cover shall be

designed to withstand an HS20-44 loading defined in the AASHTO Specifications. Frames and covers shall be machined or ground at touching surfaces so as to seat firmly and prevent rocking.

05.2 FLEXIBLE MANHOLE CONNECTOR. All connections between sewer pipe and pre-cast concrete manholes shall be accomplished by a Flexible Connector, "Kor-N-Seal", as manufactured by National Pollution Control Systems, Inc. or approved equal.

05.3 FLOW CHANNELS. Flow channels in manhole base shall be formed of D.O.T. Class I, Type I cement grout with brick or rubble and trowel to a smooth surface finish. Grout surface shall be 1" min. thickness over brick or rubble. While the manholes are under construction, cut off pipes at inside face of the manhole and construct the invert to the shape and size of pipe indicated. All inverts shall provide a constant gradient from influent pipe to effluent pipe through manhole. Changes in direction of the sewer and entering branch or manhole shall be made in smooth curves of the largest possible radius which is tangent to the center lines of adjoining pipelines.

05.4 DROP INLETS. Where shown on the drawings, drop inlets to the manholes shall be constructed as shown on the drawings and specified herein.

06. POLYVINYL CHLORIDE PIPE. Polyvinyl Chloride Sewer Pipe shall conform to the requirements of ASTM D-3034, SDR 26. The PVC compound conforming to ASTM D-1784. The pipe shall be color coded and marked "FORCE MAIN" on at least two sides and at every 12" along the barrel of the pipe. Ductile iron pipe for force main service shall be polylined. Ductile iron pipe is not to be used without prior approval of the City of Green Cove Springs. Fittings shall be C110 gray iron and shall be polylined. Force mains less than 3" shall be SCH-80 PVC. All force mains shall be installed with tracer wire per C.G.C.S. standard location wire details.

07. PIPE BETWEEN MANHOLES. All piping installed between manholes shall be the same material and class. No diameter pipe material will be allowed anywhere within a single run of pipe.

08. SANITARY SERVICE LATERALS. Sanitary service laterals shall be Polyvinyl Chloride Pipe conforming to the requirements of ASTM D-3034, SDR 26 where cover over top of pipe is 36 inches or greater. Where cover over top of pipe is less than 36 inches, specific construction conditions shall be directed by the City of Green Cove Springs. All sanitary service laterals shall be a minimum of 4'-0" deep at the right-of-way line to top of pipe. Any sanitary service lateral which must be more than 5'-0" deep shall not be installed prior to obtaining permission from the C.G.C.S. field inspector or C.G.C.S. Public Works Department. All sanitary service laterals shall be 6-inch diameter from the main to the right-of-way line with a minimum slope of 0.60X (0.6 feet per hundred feet). In single family residential developments, service laterals shall be 4" in size and terminated at the property line with a cleanout constructed of a PVC pipe and bend with a maximum angle of 45 degrees (see Standard Sewer System General Detail) utilizing the proper fittings for the type of pipe specified.

09. FORCE MAINS. Force mains shall be C900 DR-18 PVC and conform to the requirements of ASTM D-1784, D-2241, D-2241 and shall be color coded and marked "FORCE MAIN" on at least two sides and at every 12" along the barrel of the pipe. Ductile iron pipe for force main service shall be polylined. Ductile iron pipe is not to be used without prior approval of the City of Green Cove Springs. Fittings shall be C110 gray iron and shall be polylined. Force mains less than 3" shall be SCH-80 PVC. All force mains shall be installed with tracer wire per C.G.C.S. standard location wire details.

09.1 LIFT STATION VALVES. Pump valves shall be Dezurik, Clow or M&H, with full port opening. Check valves shall be M&H, Mueller or American Darling.

09.2 FORCE MAIN VALVE. Gate valve, resilient seated, some as specified in Water Distribution System Specifications Section 12 below. Except valve bodies shall be gray iron, valve hand shall have the word "SEWER" cast into the cover.

09.3 FORCE MAIN JOINT RESTRAINT. All fittings shall be properly and adequately restrained against lateral movement at all force main tees, crosses, valves and bends. Restrainers shall be Uni-Flange Series 1300, 1350, 1390 or approved equal installed per manufacturer's recommendations and C.G.C.S. standard details and specifications.

OUTLINE SPECIFICATIONS FOR CONSTRUCTION OF WATER DISTRIBUTION SYSTEM

01. INTENTION. It is the declared and acknowledged intention to secure a new water distribution system, complete, in accordance with the plans and specifications, and contract documents. All new work shall be in accordance with the City of Green Cove Springs Specifications and Details and with C.G.C.S. Public Works Department Details and Specifications and any other Government Regulatory Agency. All work shall conform to the above whether or not specifically called out or noted on the plans.

02.1 CONTRACTOR LICENSE AND APPROVAL. Utility reserves the right to approve or deny approval of contractor prior to construction of any on-site or off-site utility facilities. Contractor must hold a State of Florida Under Ground Utility Contractors license, that named contracting company being the one doing the work on project, and demonstrate acceptable experience in the field of utility construction.

02. GENERAL. All materials shall be of those listed in the C.G.C.S. Approved Materials Manual. Materials shall be warranted by the Contractor as to materials, workmanship and accuracy of As-built drawings for a period of two years from the date of completion of the work or beneficial use of the facilities. Workmanship shall be of good quality; i.e., mains shall be laid in a uniform alignment, fittings shall be properly restrained, trenches shall be properly excavated and backfilled, manholes shall be installed with tracer wire per C.G.C.S. standard location wire details.

03. SURVEYS. The Utility Contractor shall provide all surveys necessary for the layout and construction of the work of his contract.

04. EARTHWORK. Earthwork shall include all excavation, fill and backfill (hand/machine), compaction and rough grading of materials encountered. No unsuitable materials clay, muck, or peat removed from pipe trenches are to be used for backfill. All fill or backfill shall be either sand or sandy clay, free of roots, trash or other debris. All backfill alongside of and to a height twenty-four inches above all pipe shall be free of clay or organic material, compacted by either hand or machine operation carefully to 98% (outside of paving), 98% (under paving) of its optimum moisture content as determined by ASTM D698, latest. Copies of compaction density test reports from a licensed testing agency shall be made available to C.G.C.S. if requested.

05. JOINT RESTRAINT. All fittings shall be properly and adequately restrained against lateral movement at all water main tees, crosses, valves bends and fire hydrants. Restrainers shall be Uni-Flange Series 1300, 1350, 1390 or approved equal installed per manufacturer's recommendations and C.G.C.S. Details and Specifications.

06. DUCTILE IRON PIPE. Ductile iron pipe shall conform to ANSI Specification A21.50 (AWWA C150) latest. "Thickness Design of Ductile Iron Pipe", Table 50.5, laying condition 2, internal operating pressure of 250 p.s.i. for an 8-foot depth of cover, Class 51 minimum and shall be ANSI A21.51 (AWWA C151), latest centrifugally cast pipe. Laying lengths shall exceed length clearly marked with pressure rating, thickness be 20 feet or less, class, height of pipe without lining, length, and manufacturer. Ductile iron pipe for water service shall be furnished with cement lining per AWWA C110, C115 and C151. The pipe shall have design values of 60,000 P.S.I. minimum tensile strength, and 42,000 P.S.I. minimum yield strength. Ductile iron pipe for water or service lines shall be used in any easement, right-of-way, between lots, and any instance where a building foundation or other permanent appurtenance is within 10' of the water main or a service line larger than 3".

07. DUCTILE IRON FITTINGS shall be C155 cement lined and suitable for the type and class of pipe to which connected. Gaskets shall be suitable for potable, domestic water service. Minimum working pressure shall be 150 P.S.I.

08. POLYVINYL CHLORIDE PIPE. Polyvinyl chloride pipe for water mains 4 inch in diameter and larger, shall be P.V.C. C900, DR-18, conforming to ASTM D-1784, D-2241, D-3139 and F-477, latest, and shall bear the seal of the National Sanitation Foundation. Pipe shall be color coded and marked on at least 2 sides with the word "WATER" and at every 12" along the barrel of the pipe. Couplings shall be rubber gasketed, push-on type conforming to ASTM D-2122. DR-18 shall be used for fire mains.

09.4 FORCE MAIN PIPE FLUSHING. All force main piping shall be flushed clean with water utilizing full pipe diameter flushing for all piping up to and including 8" diameter.

10. INSTALLATION. All sewer lines, manholes, and appurtenances shall be constructed to the dimensions and elevations indicated on the drawings. Trenches shall be excavated to a width approximately twelve inches greater than the outside diameter of the pipe. Machine excavation shall be to a depth one-fourth pipe diameter above proposed pipe grade; the remaining depth shall be hand excavated and shaped to give full support to the lower one-fourth of each pipe. Each section of pipe shall be inspected for defects prior to being lowered into the trench. The inside of each bell and the outside of each spigot shall be thoroughly cleaned of all foreign matter prior to making the joint. All sewer lines shall be constructed with the spigot ends pointing in the direction of the flow. Both the bell and the spigot of each joint shall be lubricated with the lubricant recommended by the pipe manufacturer. All sewer lines shall be cleaned of foreign matter as construction progresses, and shall be in a clean condition upon completion of construction operations. Pipe materials shall remain the same on runs between manholes and / or other structures.

11. INSPECTIONS. Each section of the completed sewer system shall be inspected for proper alignment. Inspection shall consist of "tamping" from manhole to manhole. Any section of the sewer system which does not display true, concentric alignment shall be reinstated at no additional expense to the Owner. A written log of inspection shall be kept indicating location of test, potential problems in sewer, dips and depth of water, service locations, and other irregularities in the pipe lines. A video tape in VCR format shall be made of the television inspection and submitted to the Engineer, and the City of GCS. Copies of compaction density test reports from a licensed testing agency shall be made available to City of GCS if requested.

11.1 Television inspection will be required on all new gravity sewers constructed. This service shall be provided by the Contractor as part of this Contract. The newly constructed sewers shall be televised in the presence of the Inspector of the City of GCS. A full report as to the condition of pipe, type, depth, location, services, length, type, joint and distance between manholes, etc. shall be furnished to the City of GCS Inspector prior to the final acceptance of the system. Any pipe found to be cracked, leaking or otherwise defective shall be removed and replaced with new pipe at no additional cost to the Owner. Deflection testing with 7.5X mandrel pipe required. Any section not passing the mandrel test shall be corrected. Sewer mains shall be televised after curb and line rock are in place but prior to subgrade mixing operation and limerock installation, finish graded and compacted. Sewer services shall be viewed by a camera capable of viewing into service lateral connections. Adequate water must be placed within the upstream manhole to flow through the downstream manhole before inspecting with the camera. All work must be accomplished in the presence of the City of GCS Inspector and a 48 hr notice must be provided. Contractor shall provide City of GCS with 48 hr. notice of intent to televise and inspect sewer main. City of GCS Inspector shall report to job site at the time specified by contractor at the time of the call-in. City of GCS inspectors will not be on the job site no more than one hour for the televising to begin before leaving the job site. Contractor shall reschedule televising giving City of GCS 48 hrs. notice if the above occurs.

11.2 TEST, INFILTRATION: After completion, the sewers or sections thereof, shall be tested and gauged for infiltration. To check the amount of infiltration, the Contractor shall at no added compensation over the contract price for the sewers, shall furnish, and install and maintain a V-notch sharp crested weir in a wood structure in sanitary sewers as directed by the Engineer. Maximum allowable infiltration shall be 50 gallons per mile, per inch of dia. of sewer per 24 hour day at any time.

11.3 TEST, EXFILTRATION: In areas where ground water is not encountered in sewer construction, or if it is desired to run exfiltration tests, the Contractor shall furnish and install all necessary materials, equipments, shall supply water, etc., and shall run exfiltration tests to determine acceptance of the sewer. The maximum allowable exfiltration shall be 50 gallons per mile per inch of diameter of sewer per 24 hour day at any time based on two foot minimum internal head.

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GENERAL NOTES

1. AS-BUILT DRAWINGS AND ASSOCIATED COSTS. All cost records pertaining to the cost of water, reclaim and sewer facilities donated to the utility shall be provided to the Utility by applicant. Prior to acceptance of any extension of the Utility system, the applicant or underground utility contractor, the Utility will require that the applicant's contractor provide the Utility, to retain for its permanent records, all field as-built data. During the daily progress of the work, the contractor's job superintendent shall record on his field set of drawings (working drawings, laterals, and appurtenances) the location of all manholes, valves, hydrants, etc. Each section of pipe shall be located in two directions. One location shall be referenced perpendicular to the right-of-way lines and or property lines (preferably both) or existing permanent utility structures are acceptable (i.e. manholes, catch basins, fire hydrants, head/and walls, etc.). No power/utility poles may be used for reference. Elevations of manhole inverts and center of cover shall be shown to the nearest hundredth of a foot. Size, type, class and slope of sewer main shall be shown (i.e. 8" PVC, SDR-35). The top elevation of each manhole may be determined by measuring from a surveyed pipe invert to the final adjusted manhole top. Size, type and class of water mains, valves, fittings, fire hydrants, etc. shall be shown (i.e. 8" D.I.P., 6" gate valve). All locations where the top of the water main is less than 36" deep or more than 50" deep shall be noted on the as-builts. Water as-builts, sewer as-builts and reclaim water as-builts shall be on separate sheets. ASBUILTS SHALL BE IN NAD 1983 FL EAST-FOOT--STATE PLANE COORDINATES AND REFERENCE THE BM USED FOR THE PROJECT.

Each page of the as-built drawings shall bear the name, date and original signature of the general contractor responsible for the Work and the name, date, original signature and seal of the registered land surveyor or registered professional engineer who provided the horizontal and vertical dimensions and elevations on the as-built drawing. The signatures shall certify that the as-built drawings do, in fact, reflect the true as-built conditions as located under the direct supervision of the registered surveyor and/or professional engineer. The as-builts shall be at the contractor's expense. A copy of the AutoCAD ASBUILT DATA SHALL BE FURNISHED ON COMPACT DISK (CD) PLUS (2) SIGNED FULL SIZE PRINTED SET PLUS (1) MYLAR SET by either the design engineer or the applicant's contractor.

2. CONSTRUCTION WARRANTY AND WARRANTY PERIOD. Developer shall warrant Utility against defects in material and workmanship for the portion of the onsite system to be owned by the Utility. Developer shall secure from his Contractor a written and fully assignable warranty that the system installed will be and remain free from all defects, latent or otherwise with respect to workmanship, materials, installation, and operation for a period of two years from the date of system acceptance by the Utility and immediately assign the same and the right to enforce the same to Utility on or before the date of the Utility's acceptance of the system for ownership and maintenance.

3. CLEAN-UP. All surplus materials of construction shall be removed from the site and disposed of by the Contractor as part of his contract with the owner.

4. RESTORATION. New Sanitary Sewer and Water Main Construction in earthen areas shall be seeded and mulched in accordance with Section 570 of Standard Specifications of the Florida Dept. of Transportation (latest edition). In locations where existing grass (existing) areas are disturbed, sod shall be replaced to preconstruction condition and to limits of construction or where directed by the engineer.

5. PERMITS. The contractor shall be responsible for obtaining all permits required for performing work under contract, except that the F.D.E.P. permits, and wetland permits, if required, will be secured by the owner or developer.

6. PIPE BEDDING. In the event unsuitable or unstable bedding material is encountered at or below the limits of the excavation required for installation, such material shall be removed and replaced with suitable compacted backfill material specified by the design engineer and approved by the C.G.C.S. as to provide a stable trench bedding surface suitable for proper pipe installation.

6-A. Pipe Bedding (Rock Bedding Material) Rock material used for pipe bedding shall be #57 stone or crushed concrete (crush-cast) in a #57 size. Rock bedding material shall be completely wrapped in a heavy fiber fabric material, overlapped a minimum of one foot, rock bedding shall be installed in the trench in a manner that will not allow the bedding to disintegrate by any settlement, either by mechanical tamping equipment, or by compressing the rock using the bottom of the backhoe bucket. The compaction shall be approved by C.G.C.S. inspector. The contractor shall be required to have submitted approved by design engineer and C.G.C.S. prior to use of such rock bedding material.

7. DEWATERING. The contractor shall at all time during construction provide ample means and equipment with which to promptly remove and dispose of all water entering the trench and structure excavations and shall keep said excavations acceptably dry until the piping and / or structures to be built therein are complete. All water pumped or drained from the work area shall be disposed of in a manner as to not damage sewer, water, electrical or any other piping, structures or property. No pipe shall be laid in water and no water shall be allowed to rise above the bottom of any pipe while it is being jointed, except as may be approved in writing by the C.G.C.S.

8. HYDROSTATIC TESTING. After all pressure pipes (water mains, services, and force mains) are laid, the joint completed, and the trench backfilled, the newly laid pipe and appurtenances shall be subjected to a hydrostatic test of 150 P.S.I. for a period of at least two hours. The engineer and the C.G.C.S. Public Works must be notified 48 hours before a test is to be performed. Test shall be as set forth in AWWA standard C600. Any leaks or defects detected shall be corrected on the section of pipeline retested. The two hour test period shall begin when all joints have been determined to be water tight. Leakage shall be limited to that allowance set forth in Section 4 of AWWA Standard C600-87. Hydrostatic and leakage test and slow-down (seeping) tests must occur before the pipe is to be backfilled for bacteriological test. The maximum allowable pressure loss is 5 P.S.I. regardless of the length of pipe.

9. REPORTS. Reports of hydrostatic and leakage tests and sterilization of the newly completed systems shall be submitted to the C.G.C.S. prior to requesting acceptance of the system.

10. DENSITY TESTING. In-place density tests are required at intervals not to exceed 150' along pipelines for every other foot. A minimum of one test between manholes is required for every other lift regardless of the distance between sanitary sewer manholes.

11. CONCRETE. All Portland Cement concrete shall be of Type II Portland Cement, 2,500 P.S.I. minimum, ready mixed. All concrete shall be placed before the initial set has taken place. Stone or retempered concrete shall not be used.

12. GATE VALVES AND BOXES. Gate valves shall have a 2" operating nut and open left. Gate valves shall have joints suitable for the type main on which installed. Valves 2" & 3" shall be iron body, bronze vales (gate valves mains only). Valves 4" and larger shall be iron body, bronze fitted with resilient seat. The word "WATER" on water boxes and "SEWER" on force main boxes shall be cast in the covers.

13. SEPARATION OF WATER AND SEWER MAINS. Horizontal and vertical separation between potable water system mains and or appurtenances and sanitary or storm sewers, wastewater or storm water force mains, and reclaimed water mains shall be in accordance with Rule 62-555.314 FAC. (a) New or relocated, underground water mains shall be laid to provide a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed storm sewer, storm water force main, reclaimed water main, regulated under Part III of Chapter 62-610, F.A.C. or proposed vacuum-type sanitary sewer. (b) New or relocated, underground water mains shall be laid to provide a horizontal distance of at least six feet, and preferably ten feet, between the outside of the water main and the outside of any existing or proposed gravity- or pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C. The minimum horizontal separation distance between water mains and gravity-type sanitary sewers shall be reduced to three feet where the bottom of the water main is laid at least six inches above the top of the sewer.

(c) New or relocated, underground water mains crossing any existing or proposed gravity- or vacuum-type sanitary sewer or storm sewer shall be laid so the outside of the water main is at least six inches, and preferably 12 inches, above or at least 12 inches below the outside of the other pipeline. However, it is preferable to lay the water main above the other pipeline. (d) New or relocated, underground water mains crossing any existing or proposed pressure-type sanitary sewer, wastewater or storm water force main, or pipeline conveying reclaimed water shall be laid so the outside of the water main is at least 12 inches above and below the outside of the other pipeline. However, it is preferable to lay the water main above the other pipeline. (e) At the utility crossings described in paragraphs (c) and (d) above, one full length of water main pipe shall be centered above or below the other pipeline so the water main joints will be as far as possible from the other pipeline. Alternatively, at such crossings, the pipes shall be arranged so that all water main joints are at least three feet from all joints in any other pipe. All water mains shall be installed in C.G.C.S. approved tapping sleeves conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., and at least six feet from all joints in gravity- or pressure-type sanitary sewers, wastewater force mains, or pipelines conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

14. NEW CONNECTION TO EXISTING MAIN. New connection to existing main in service shall be accomplished by the "wet tap" method utilizing full circle stainless steel tapping sleeve and mechanical joint tapping valve. Tapping sleeve shall be rated at 200 P.S.I., non-shock working pressure conforming to AWWA Standard C110, latest revision. Stainless steel tapping sleeves shall be used on all water mains, sanitary sewers, storm water force mains, or pipelines conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., and at least six feet from all joints in gravity- or pressure-type sanitary sewers, wastewater force mains, or pipelines conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

15. JOBSITE SAFETY. While on the job site, the contractor shall at all times observe all Federal, State and local safety rules, regulations and laws. This includes, but not limited to, confined spaces and excavation protection systems as per O.S.H.A. standards.

GENERAL NOTES

16. CLOSE OUT / COMPLETION. Minimum items required for Close Out / Completion for submission to the City of Green Cove Springs will include: (a) Construction Warranty from Developer in the form of a Bond, Letter of Credit or Cashier's Check for a two-year period. (b) Warranty Certificate for a two-year warranty from the contractor to the Developer and assignment of same to the City of Green Cove Springs (C.G.C.S.). (c) Developer's Affidavit certifying there is no outstanding debt against utility assets to be deemed to C.G.C.S. (d) Value of Acceptance Report showing value of assets to be deemed to the C.G.C.S. (e) Bacteriological Test(s). (f) Pressure Test(s). (g) Television Reports and Tapes (h) Density Reports (i) PROPER Final As-Built Drawings and disks

17. C.G.C.S. Shop Drawing and Submittal Process. A signed acknowledgment by the Contractor and the Material Supplier, on the "Shop Drawings and C.G.C.S.'s Approved Materials List Form", that all materials will be in accordance with C.G.C.S.'s Specifications, C.G.C.S.'s Details and C.G.C.S.'s Approved Materials Manual, is the only submittal C.G.C.S. will require for each item of materials with the following exception: any alternate materials requested by the Engineer; any materials not listed in the C.G.C.S. Materials Manual; and materials associated with pumping stations and plant installations. Those exceptions shall have an individual shop drawing submitted for C.G.C.S.'s review and approval prior to any installation of said materials.

This is C.G.C.S.'s procedure and it does not preclude the design engineer from requiring additional submittals and shop drawings as he deems necessary for the project.

18. PUMP STATIONS (TEMPORARY OR PERMANENT). All pump stations shall be constructed in accordance with C.G.C.S. standards, rules and regulations and be approved by C.G.C.S. All work and materials shall meet the requirements of C.G.C.S. Standard Pump Station Details and Specifications or the plans, details and specifications for that specific pump station. A driveway shall be provided from the street (roadway) to within 2 feet of the pump station wetwell, minimum 10 feet wide x 5 inches thick 3,000 P.S.I. concrete. Submersible pump stations shall be fenced completely about the perimeter of the pump station site (location of the pump station site as noted on the plans), including gates and all other items required to make a completely fenced installation. The entire pump station site within the fenced area shall be covered with #57 stone, 6 inch thick minimum, placed over 8 mil visqueen.

19. Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. The Contractor shall be responsible for requesting underground utility locates and shall assist the utility companies. The Contractor shall be responsible for providing and installing all additional connections to the systems not shown. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from Contractor's activities. The locations of all overhead utilities shall also be verified by the Contractor. The Engineer shall be notified of any conflict that may occur. The Contractor shall be responsible for determining which poles will need shoring during excavation and shall provide such shoring and support as required.

20. C.G.C.S. details and specifications (latest available copy) shall be included in all plans submitted for work within the C.G.C.S. utility system. No person shall modify, change, omit, replace any portion of those details and specifications without the express written consent of C.G.C.S.. In any instance where the design engineer has included his written specifications or details in the plans then the more stringent of the two shall govern.

21. All materials to be used for any project within C.G.C.S.'s utility system shall conform to those listed in the C.G.C.S. Approved Material Manual in effect at the time final plans for that project are approved by C.G.C.S.

22. Under no circumstance shall any trees be planted within a C.G.C.S. utility easement without: a.) C.G.C.S. approving landscape and irrigation plans. b.) C.G.C.S. being notified prior to the planting of trees and giving approval. c.) C.G.C.S. inspecting the installation of root barrier material (required at all trees which are closer than 10' to any C.G.C.S. utility line) as shown in C.G.C.S. approved material manual and C.G.C.S. roadway cross section details, whether or not shown on the plans.

23. At all Jack & Bore locations a C.G.C.S. inspector shall inspect the casing spacers to verify they are the correct size and have been installed correctly on the pipe prior to the pipe being installed into the casing. The pipe casing shall be clean and free of all dirt, and shall be cleaned with a Vac-Con if necessary. A C.G.C.S. inspector shall be present at all time during this work.

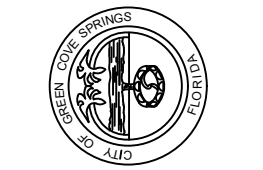
FINAL INSPECTION PROCEDURES

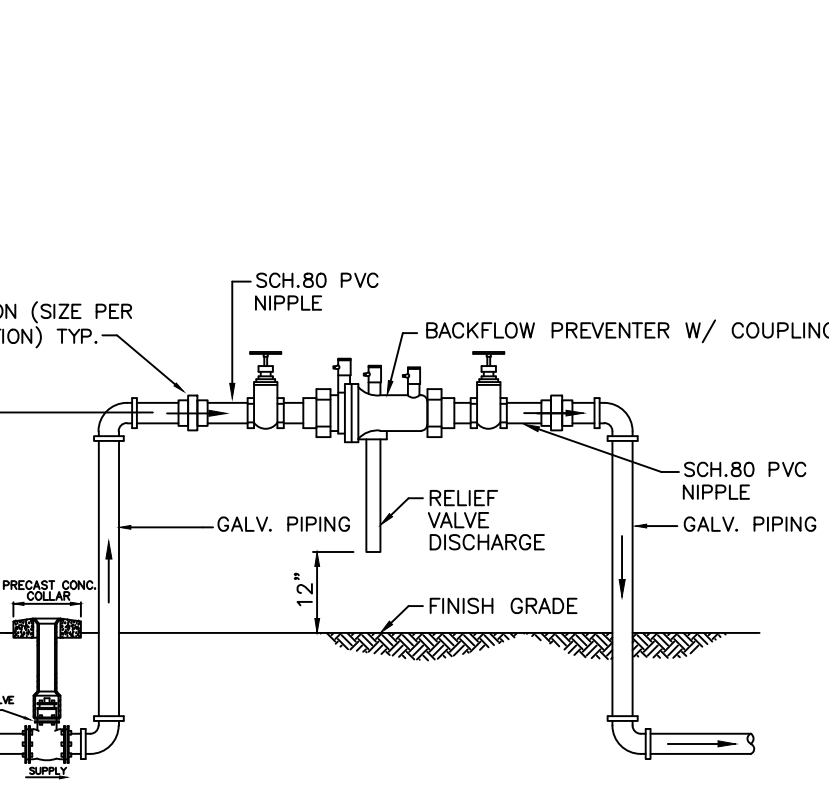
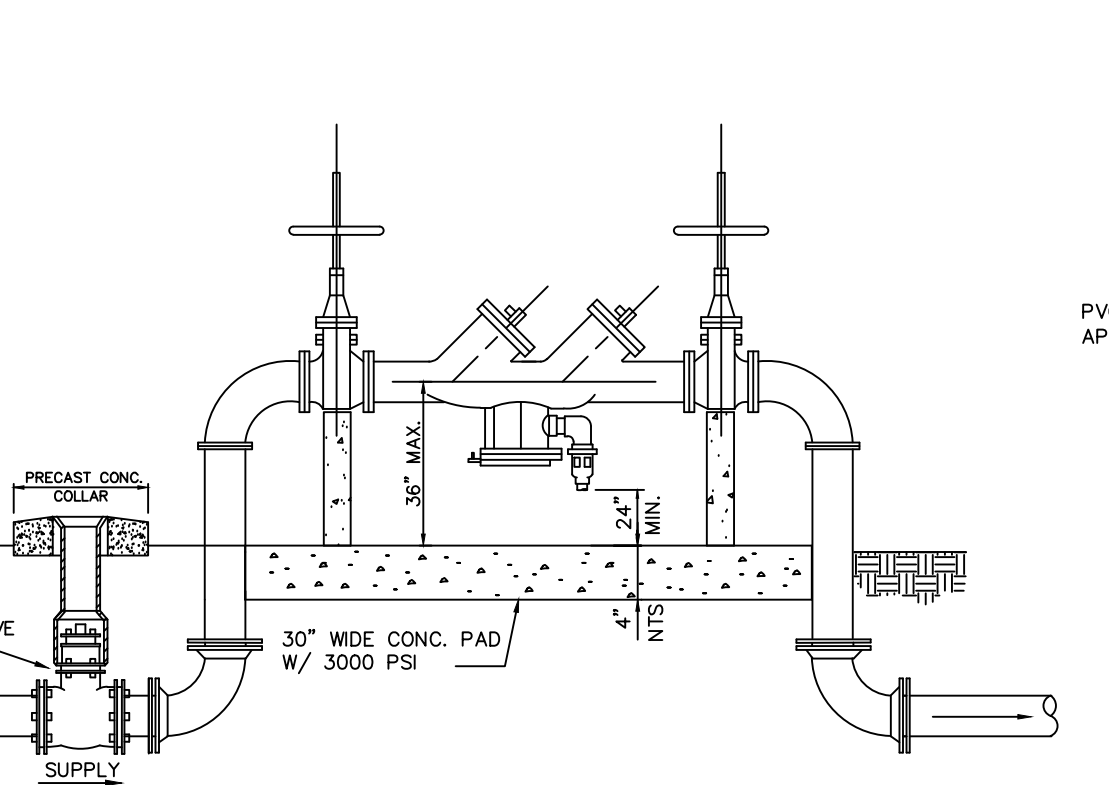
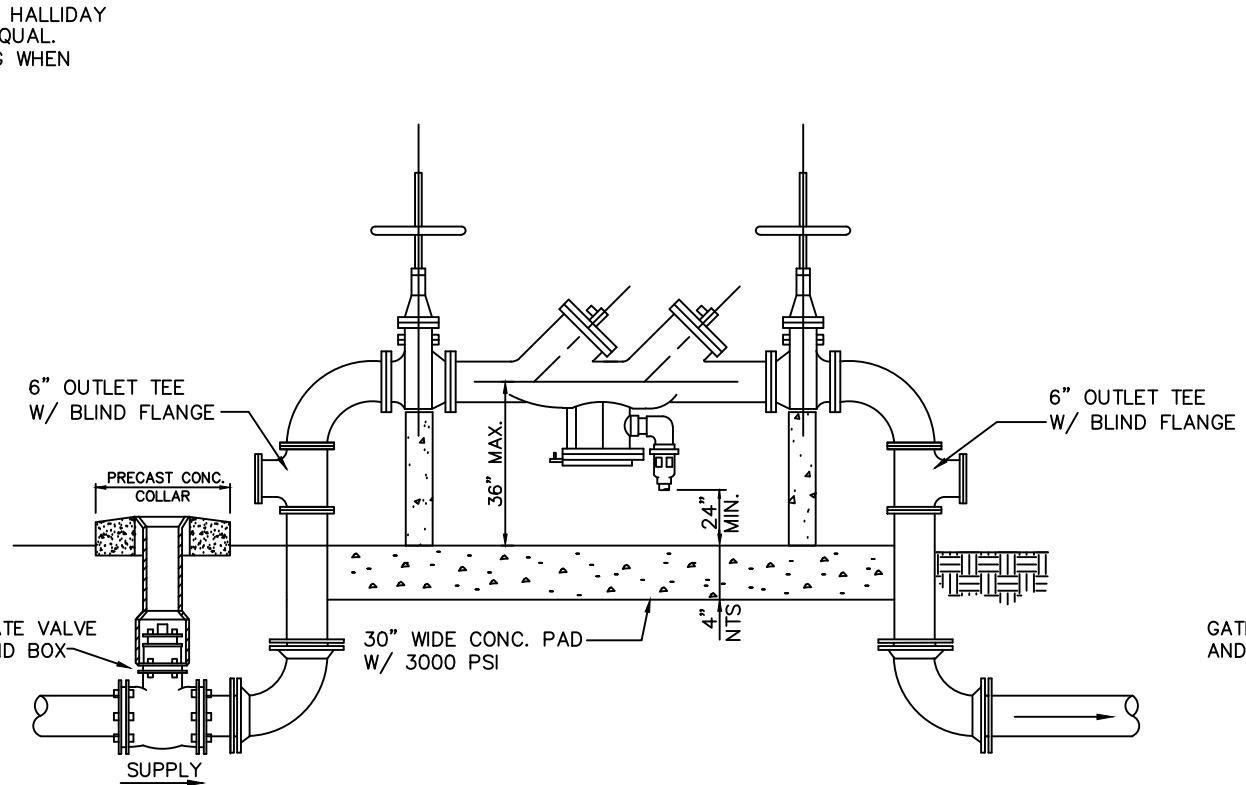
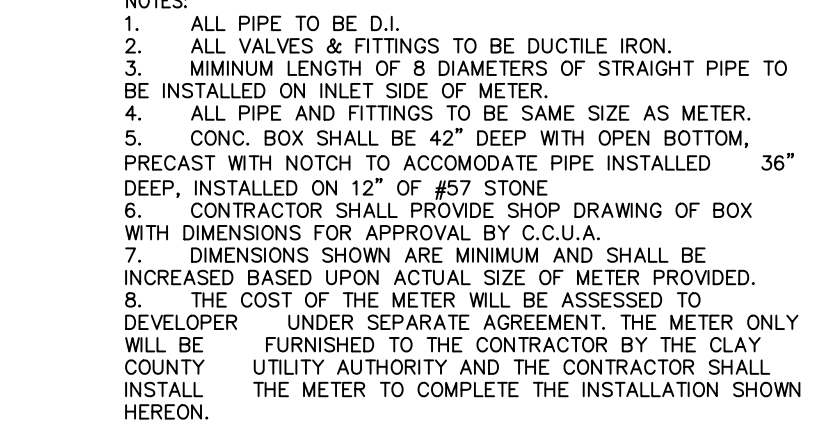
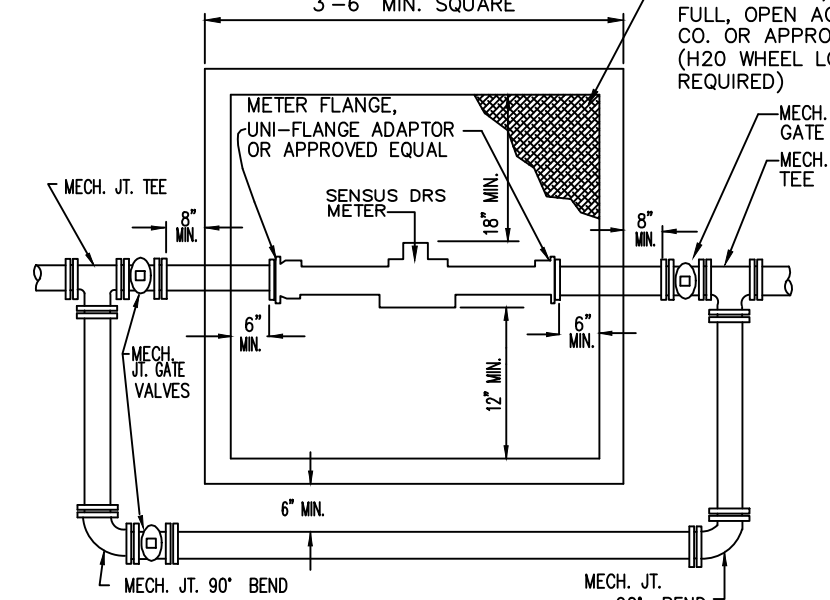
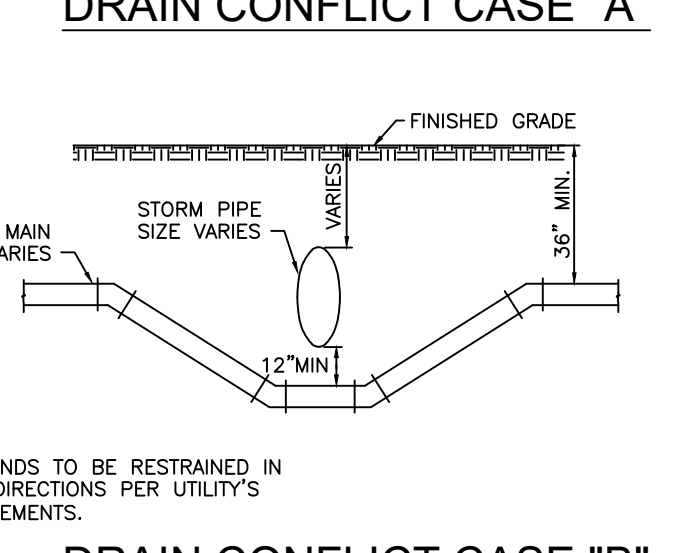
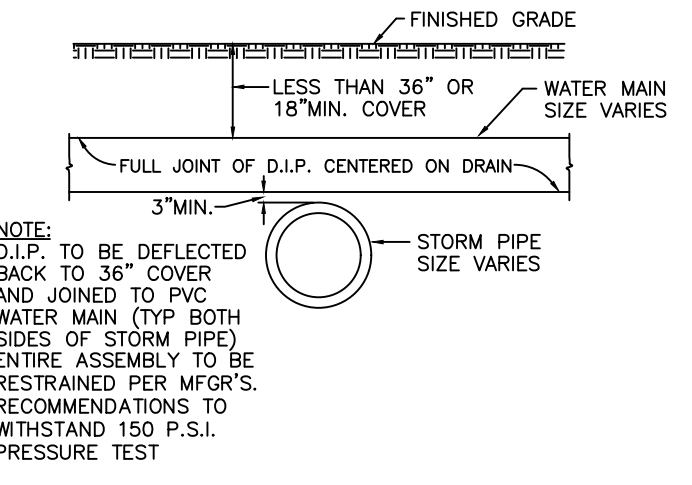
PRIOR TO FINAL INSPECTION, THE CONTRACTOR SHALL PROVIDE THE FOLLOWING: 1. The sewer line I.V. report and tape 2. The pressure test and bacteriological clearance analysis report. 3. The engineer of record certification to D.E.P. This can be done with completed as-builts. 4. Completed as-builts showing at least the following: a.) Location of valves, mains, services, manholes and locate wire boxes. b.) Elevation of sewer lines in the manhole, and stub-outs. 5. All services and valves to be plainly marked with a treated fence post, and electronic locates marker when needed. 6. Pump station start-up report with draw down data for each pump and with both pumps in operation. All electrical components to be completely installed and in proper working condition.

PRIOR TO FINAL ACCEPTANCE FOR OWNERSHIP, THE FOLLOWING MUST BE COMPLETED: 1. All manhole rings and covers have to be adjusted to finish grade. 2. Water services must be lowered and meter boxes installed, valve boxes must be set on all gate valves. 3. As-built drawings shall have been updated to accommodate the C.G.C.S. comments and the final elevation of the manhole tops must be included. 4. All valves, locate wire boxes, sewer, water and reclaimed services shall be scribed in curb and painted the correct color. 5. As-builts, must be accepted and approved by the City of Green Cove Springs Public Works.

PRIOR TO FINAL ACCEPTANCE FOR OWNERSHIP, THE FOLLOWING MUST BE COMPLETED: 1. A preliminary inspection must be coordinated by the underground utility contractor and held a minimum of fifteen (15) working days prior to the final inspection/start-up. The preliminary inspection will compare the approved design drawings to the actual site installation, noting any deficiencies. 2. The following must be represented at the preliminary and final inspection: a.) The C.G.C.S.'s inspection and distribution and collection departments b.) The project's developer and/or general contractor c.) The underground utility contractor d.) All subcontractors associated with the lift station (electrical, pump manufacturer, control panel manufacturer, etc.)

REVISION DESCRIPTION	GENERAL UPDATE	NO	DATE	BY	SS
		1	FEB. 2016		
DESC	DRWN	CHKD	APRV	DATE	
PROJECT: CITY OF GREEN COVE SPRINGS 321 WALNUT STREET GREEN COVE SPRINGS, FLORIDA 32043					
ACAD FILE NAME SPEC'U.D.DWG SHEET NO. C15					
1 of 1					





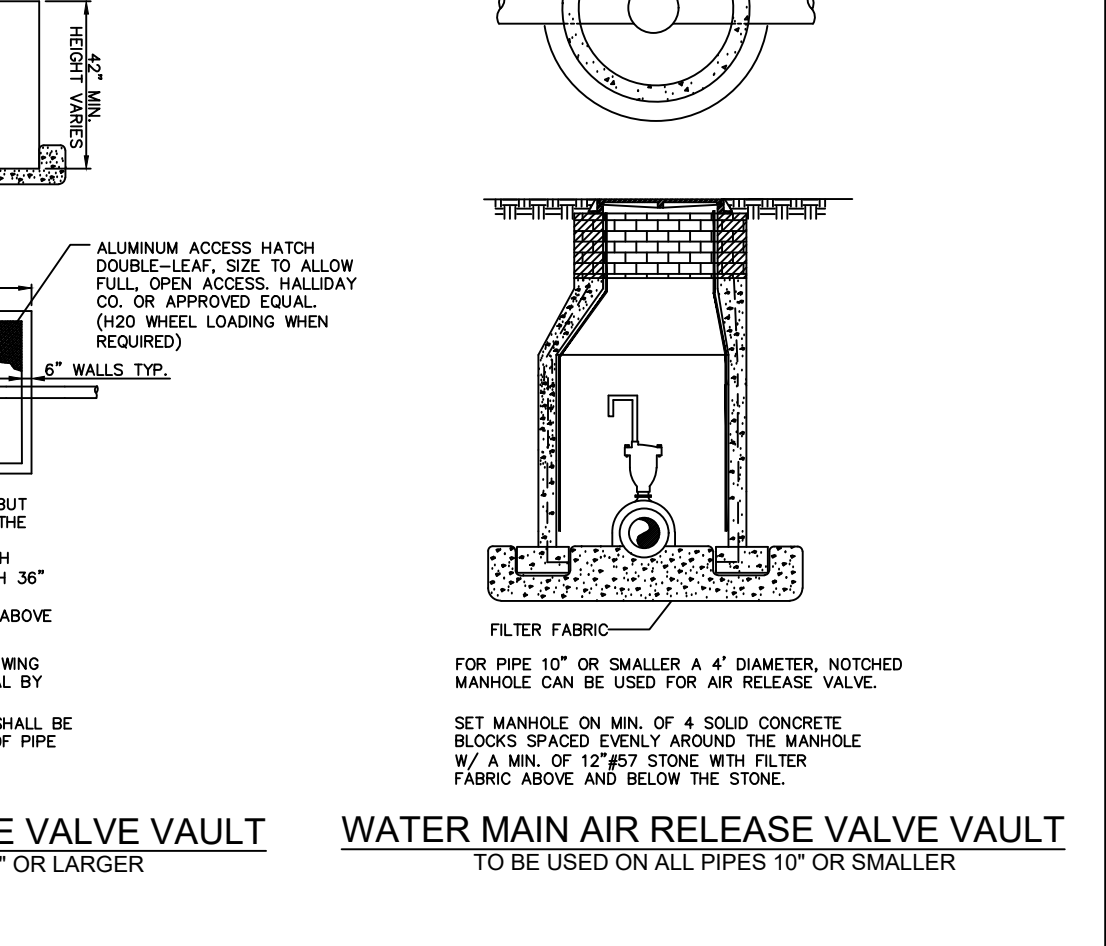
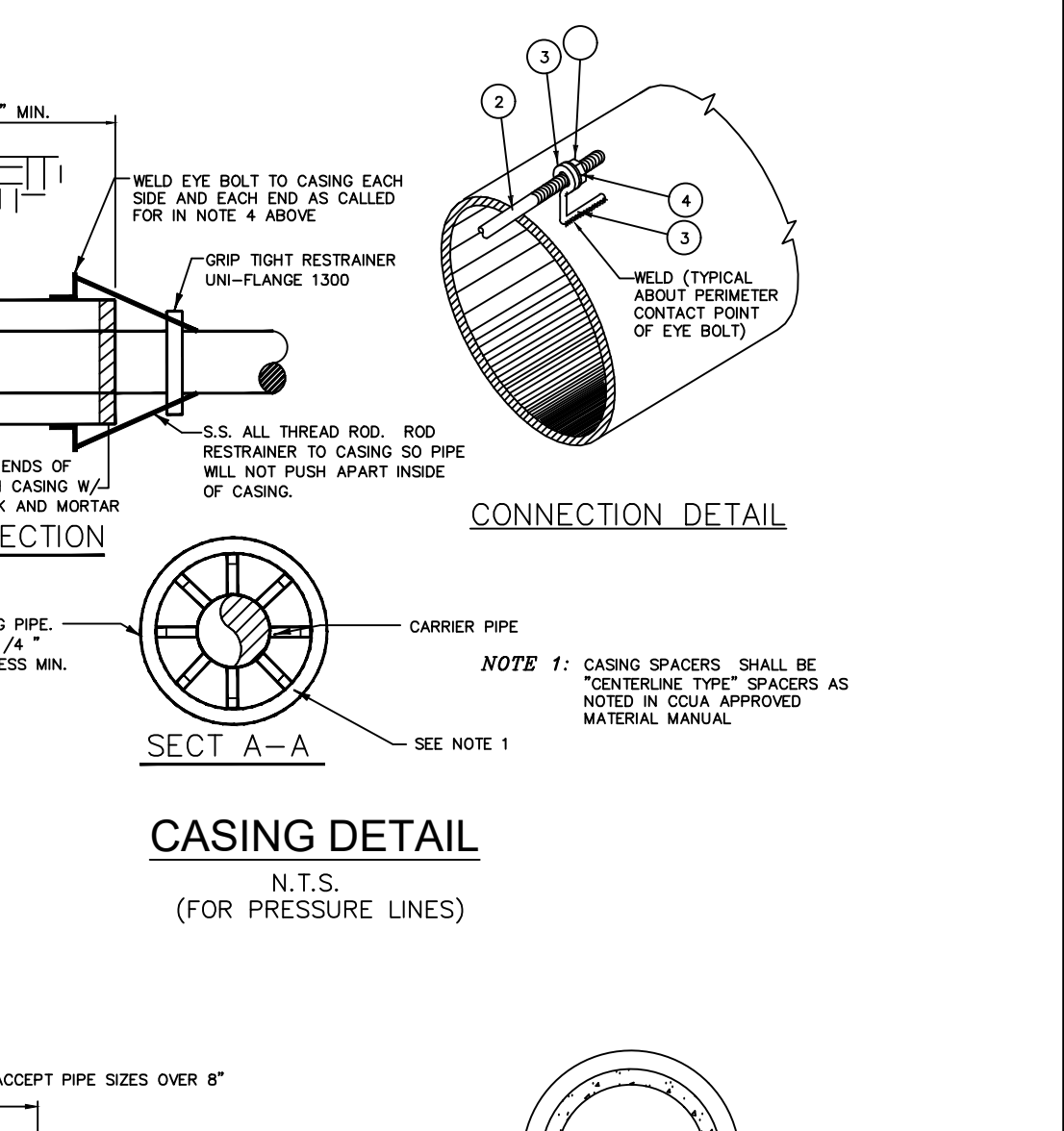
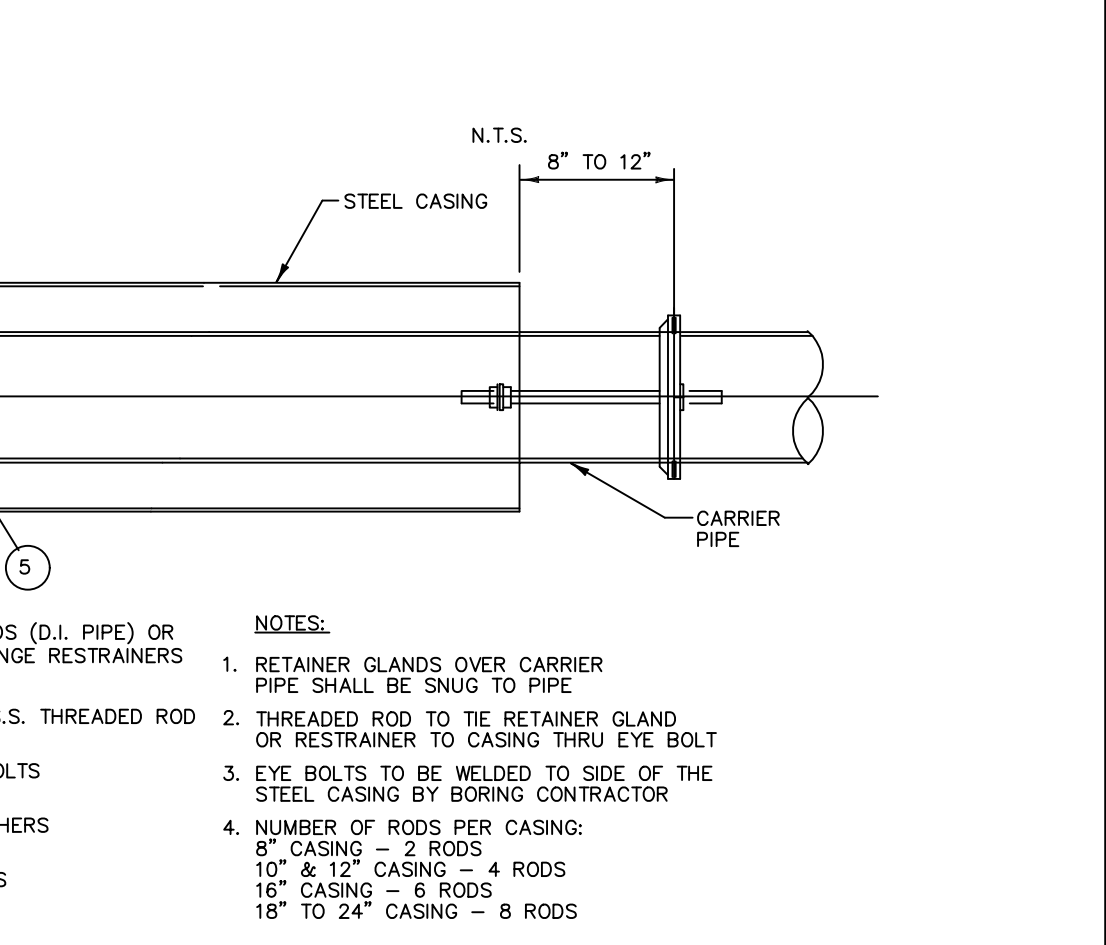
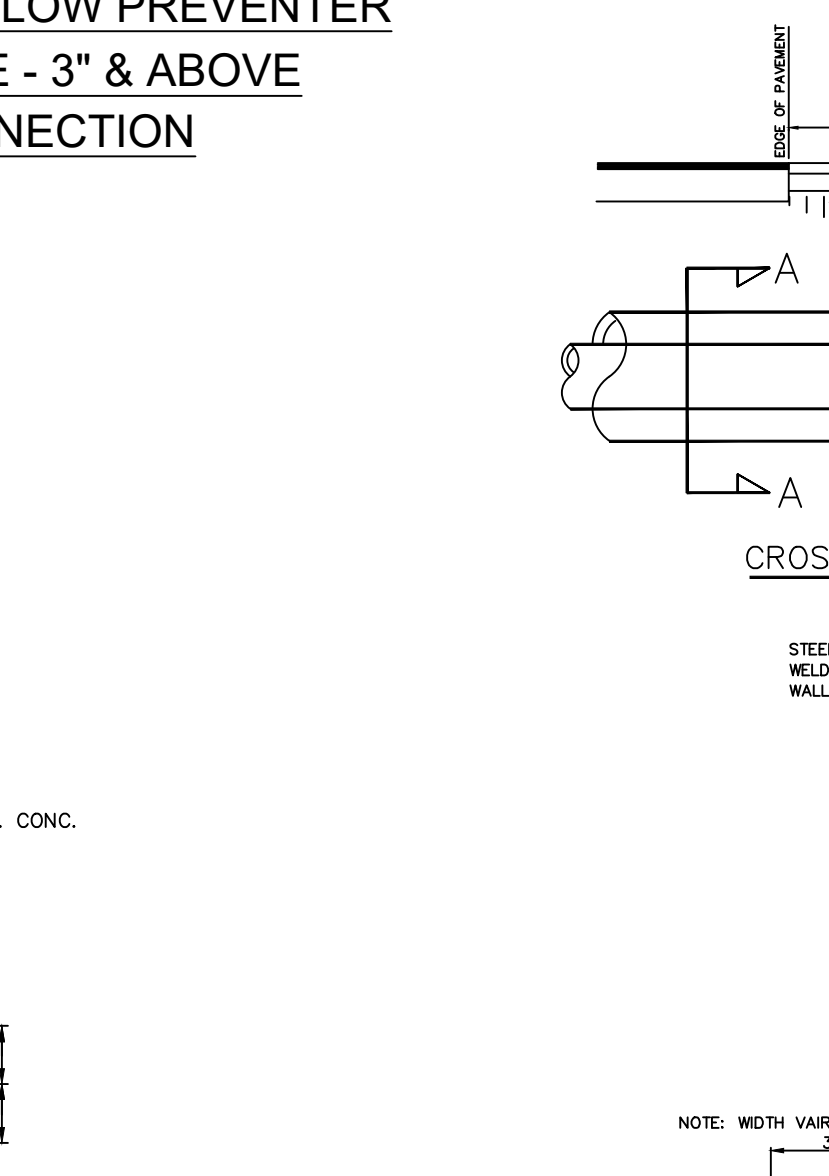
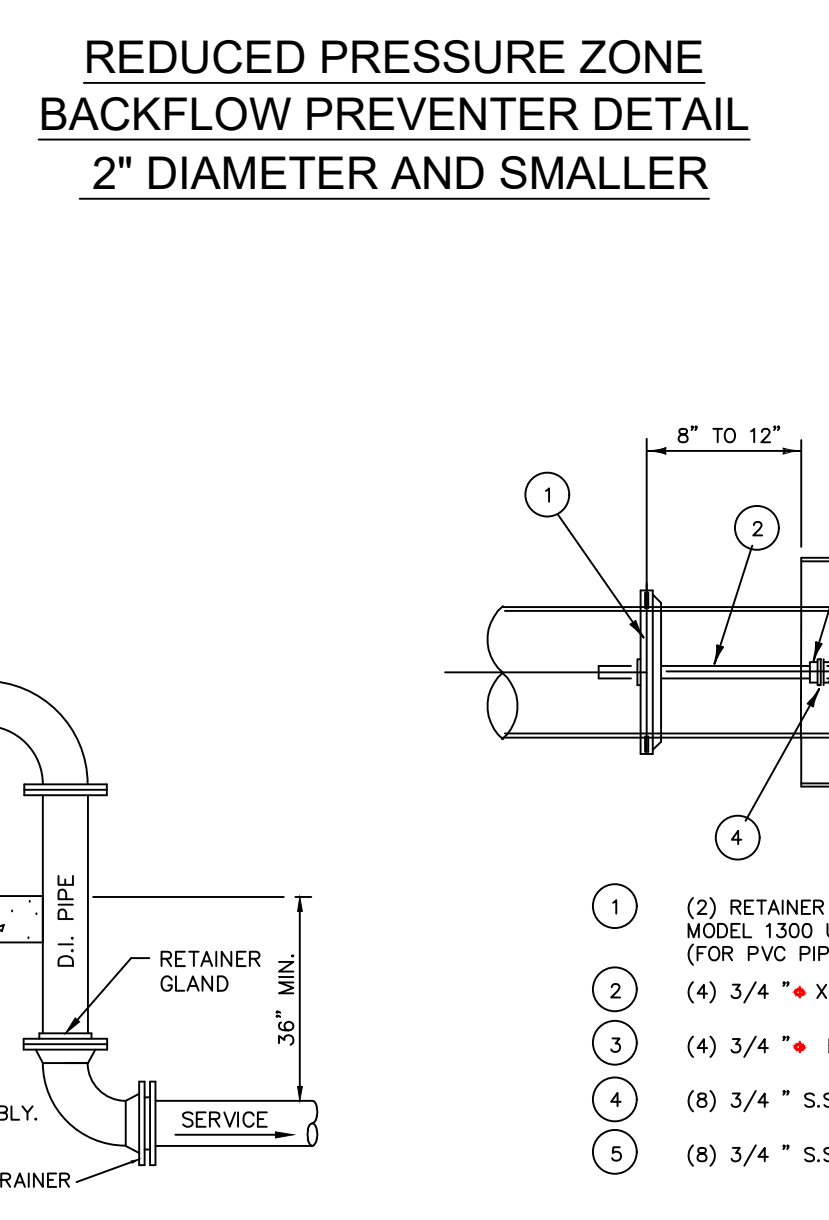
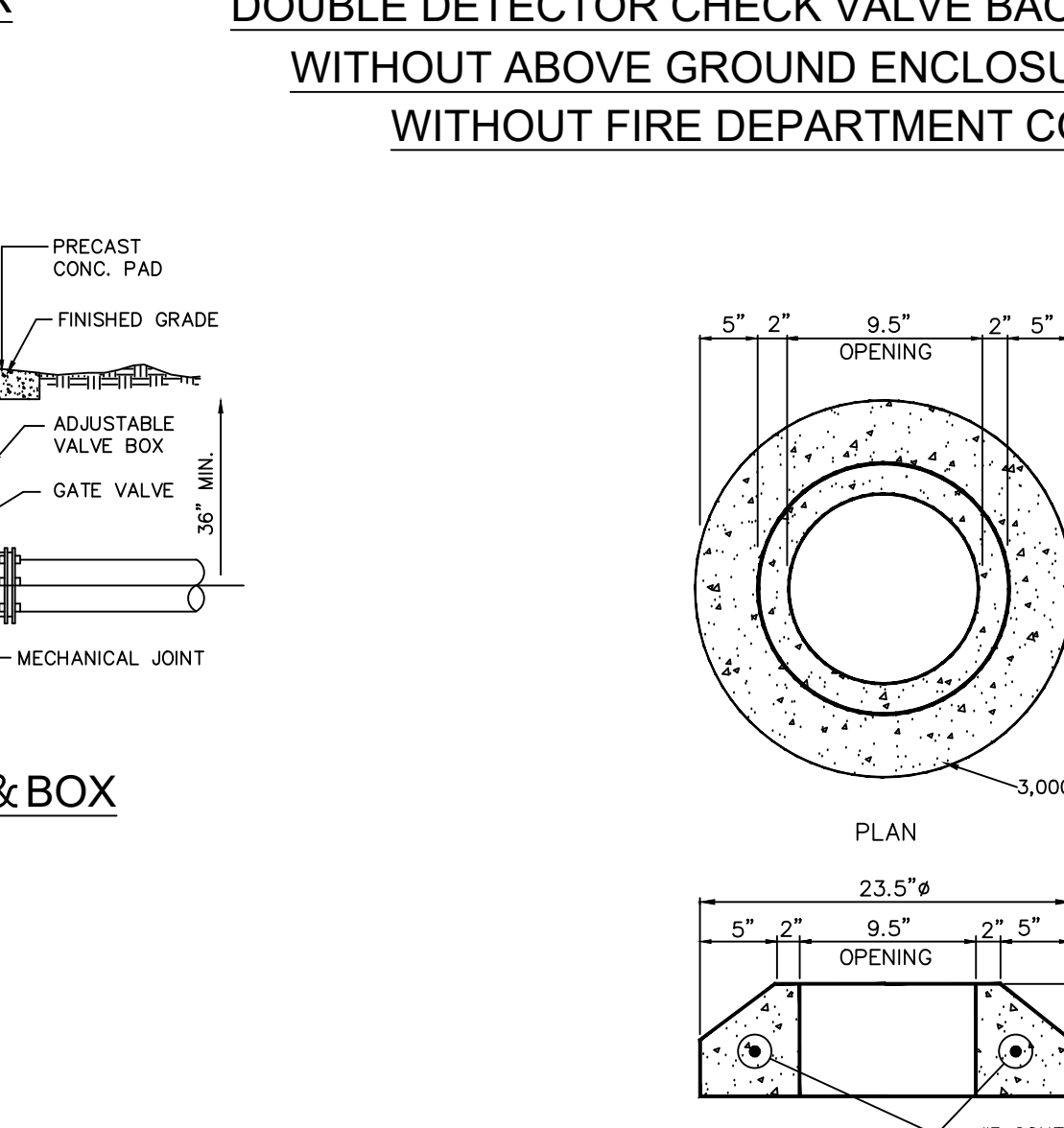
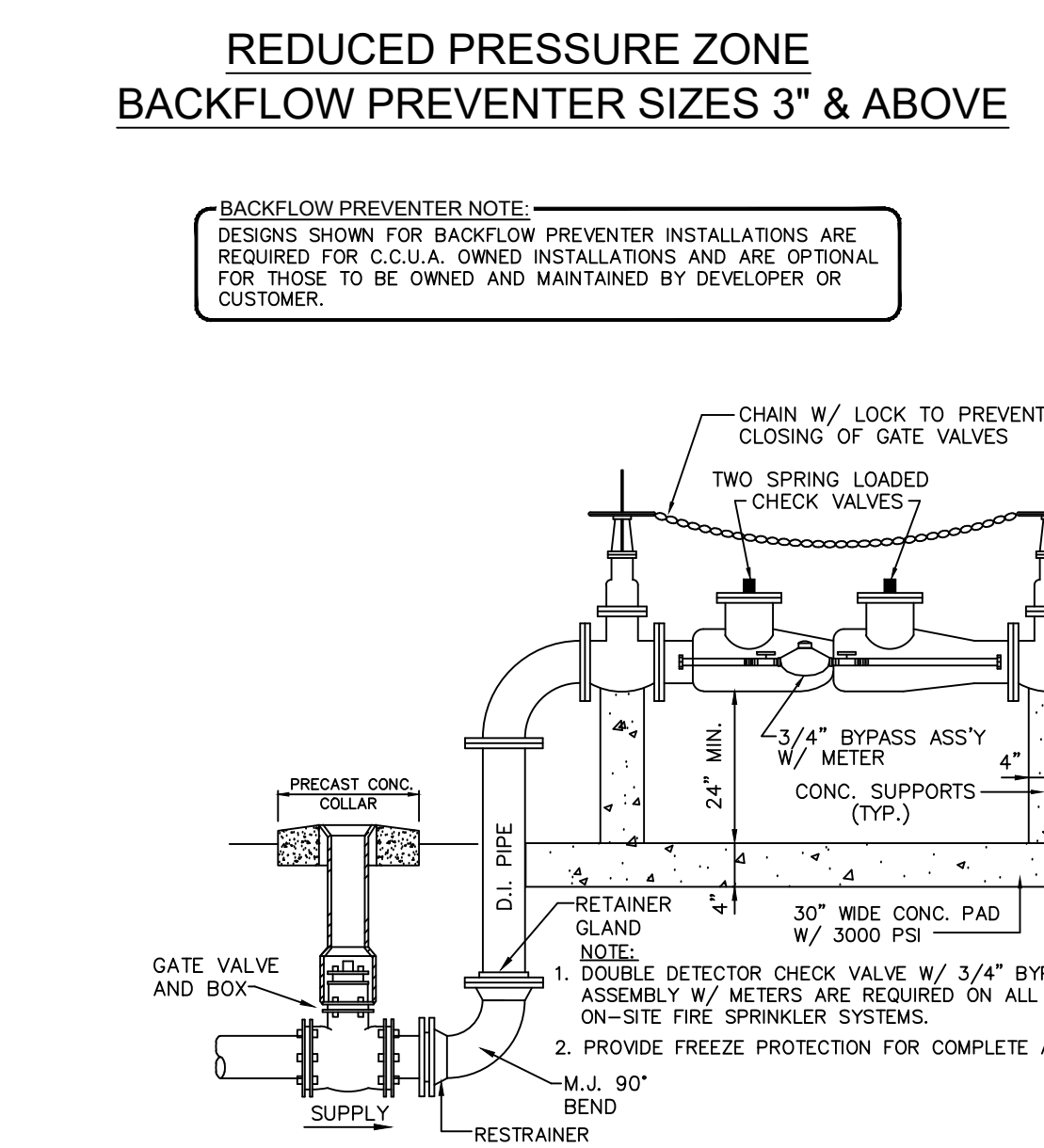
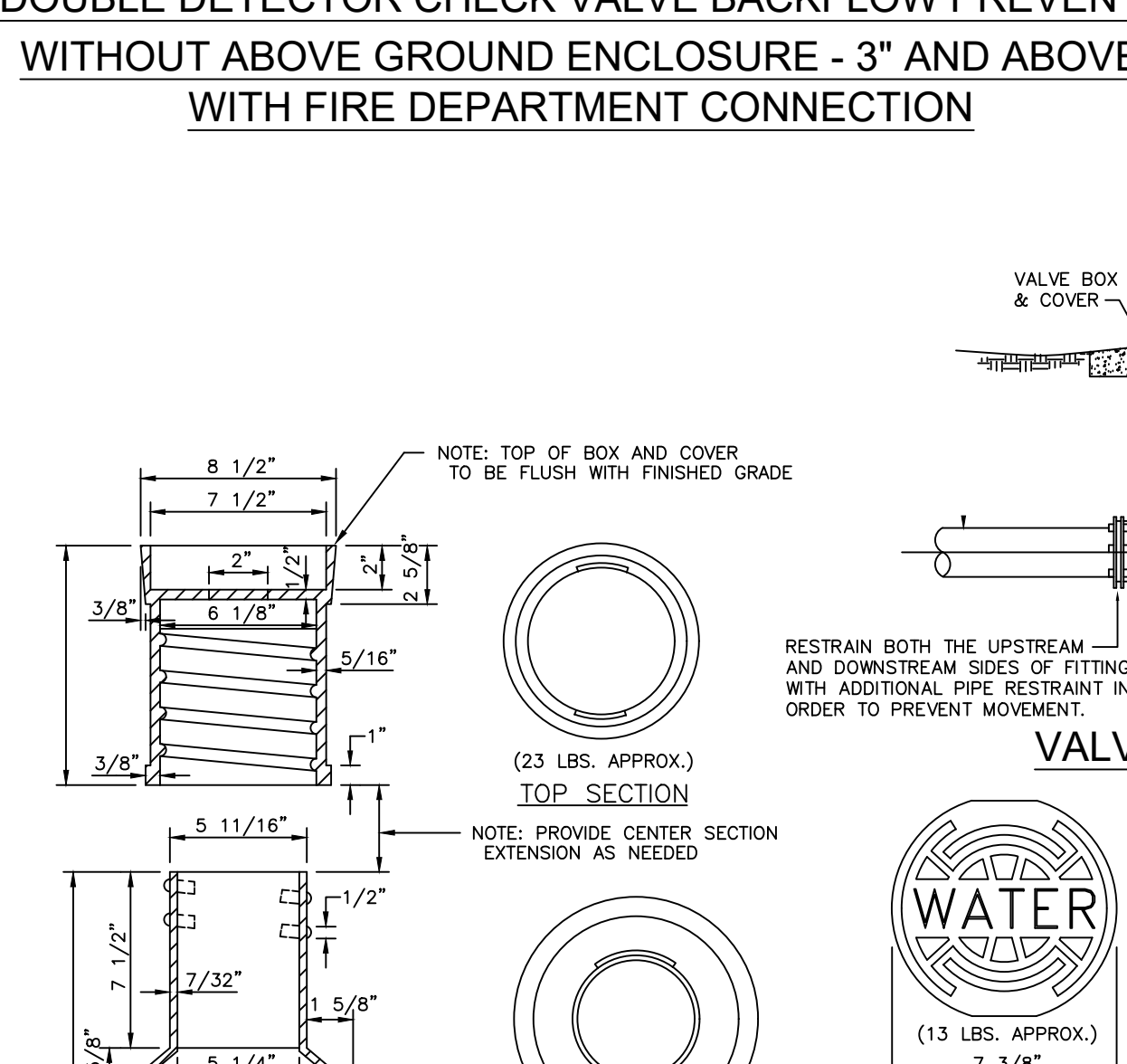
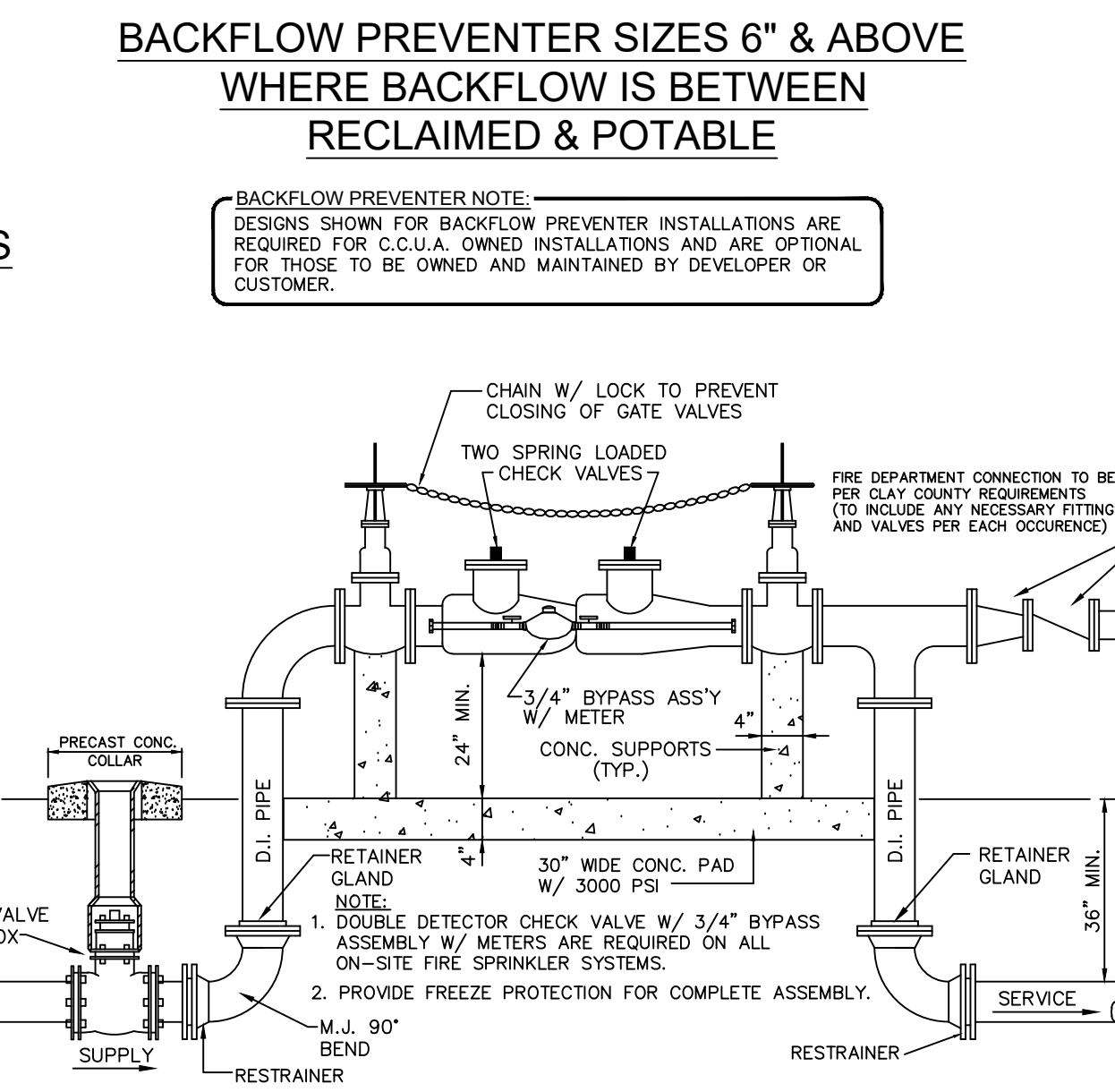
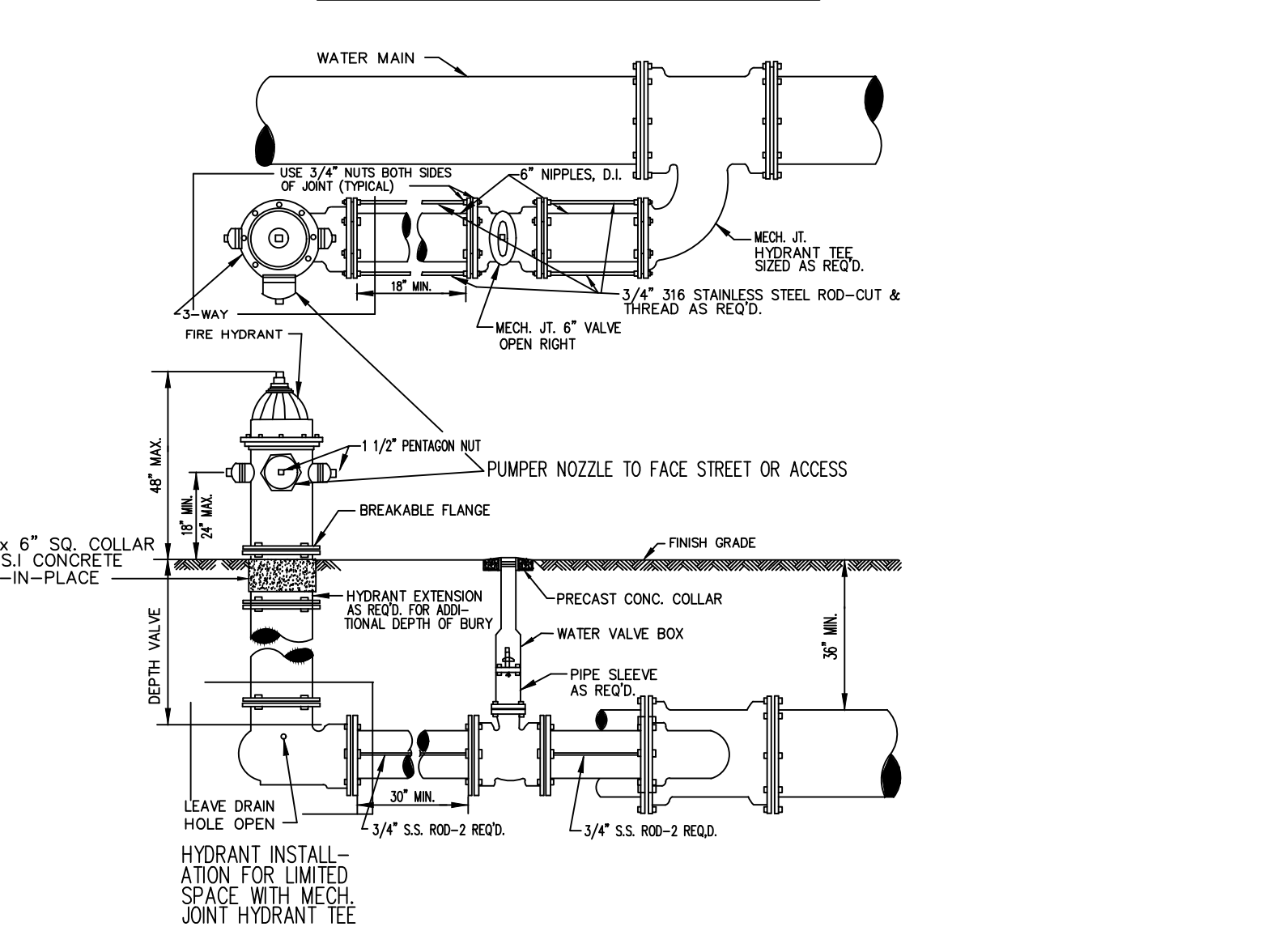
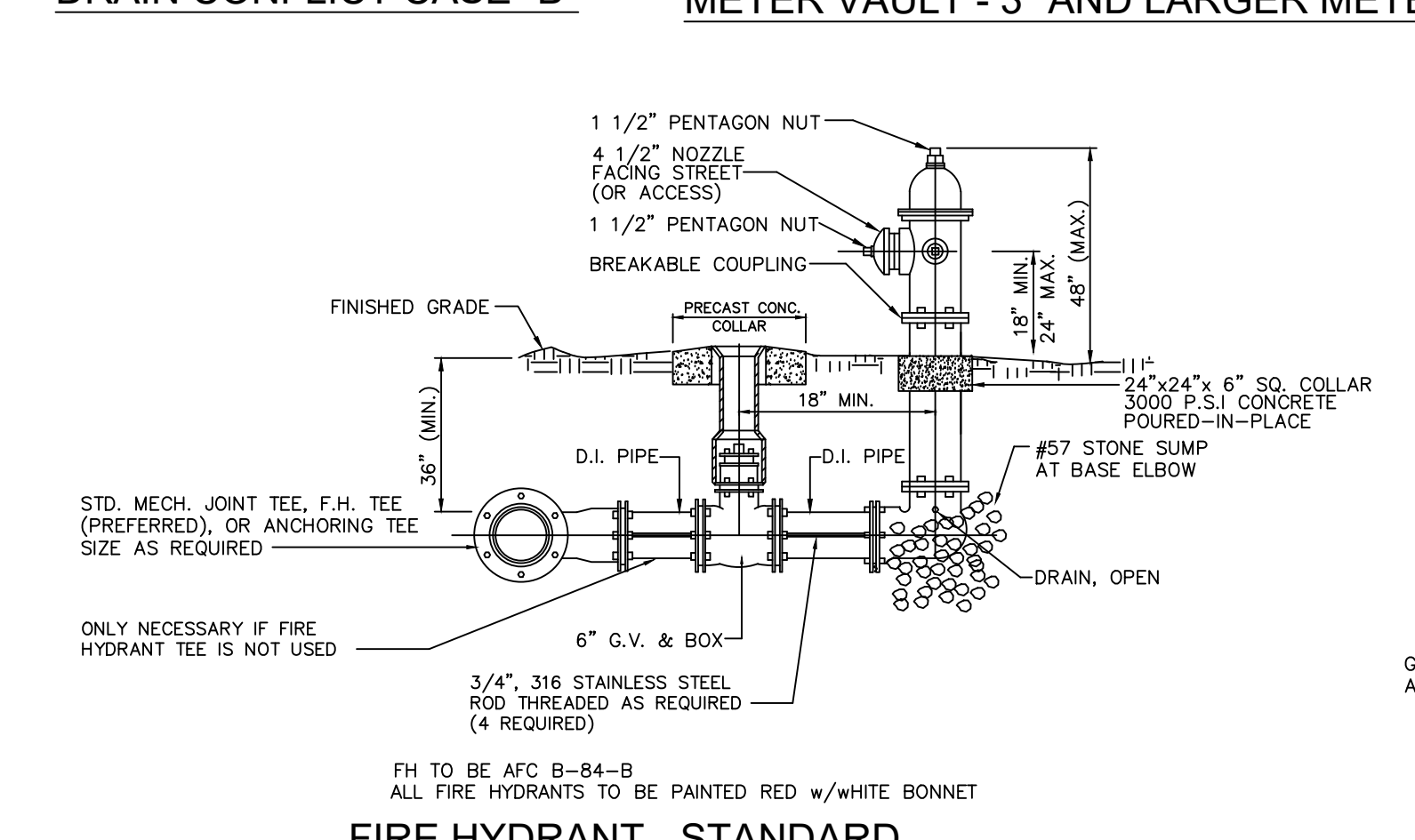
MINIMUM LENGTH TO BE RESTRAINED ON EACH SIDE OF FITTING (IN FEET)

NOMINAL PIPE SIZE (INCHES)	1 1/2" HORIZONTAL BEND	2 1/2" HORIZONTAL BEND	4" HORIZONTAL BEND	6" HORIZONTAL BEND	HORIZONTAL TEES	45° VERTICAL OFFSET (UPPER LENGTH)	45° VERTICAL OFFSET (LOWER LENGTH)	45° VERTICAL OFFSET (UPPER LENGTH)	45° VERTICAL OFFSET (LOWER LENGTH)	REDUCER TO ONE SIZE SMALLER LENGTH ON LARGER SIZE SIDE
4	2	4	7	18	20 - RUN	1 - BRANCH	55	23 / 4	11 / 2	28
6	2	5	10	25	20 - RUN	1 - BRANCH	72	30 / 5	14 / 3	30
8	3	6	13	32	20 - RUN	1 - BRANCH	86	36 / 6	17 / 3	33
10	4	8	16	38	20 - RUN	1 - BRANCH	102	42 / 7	20 / 4	36
12	4	9	19	43	20 - RUN	1 - BRANCH	116	48 / 8	23 / 4	39
14	5	10	21	51	20 - RUN	10 - BRANCH	131	54 / 9	26 / 5	42
16	6	11	23	57	20 - RUN	11 - BRANCH	145	60 / 10	29 / 6	45
18	6	12	26	62	20 - RUN	12 - BRANCH	158	66 / 11	32 / 7	48
20	7	13	28	68	20 - RUN	13 - BRANCH	172	72 / 12	35 / 8	51
24	8	16	32	78	20 - RUN	15 - BRANCH	187	77 / 11	37 / 7	55
30	9	18	38	92	20 - RUN	17 - BRANCH	202	84 / 12	41 / 8	60
36	10	21	44	105	20 - RUN	19 - BRANCH	217	90 / 13	45 / 9	66

NOTES:
 1. TABLE ASSUMPTIONS: PVC PIPE, SAFETY FACTOR = 1.5, S.O.L. = 0M OR 5M, 3 FT. BURY DEPTH TO TOP OF PIPE, TRENCH TYPE A BRANCH ON TEE IS ONE SIZE SMALLER THAN RUN OF TEE SIZE AND 20 FEET OF PIPE IS INSTALLED PAST THE TEE ON THE RUN SIDE (SMALLER BRANCH SIZES MUST BE CALCULATED BY THE ENGINEER). VERTICAL OFFSETS ARE 3 FEET DEEP ON TOP AND 8 FEET DEEP ON BOTTOM. REDUCERS ARE CALCULATED FOR ONE SIZE REDUCTION. OTHER CONDITIONS WILL REQUIRE ADDITIONAL CALCULATIONS.
 2. ALL FITTINGS MUST BE RESTRAINED. ONE OF THE FOLLOWING METHODS MAY BE USED:
 A. MECHANICAL RESTRAINTS AT FITTING AND AT ADJACENT JOINTS TO A LENGTH AS SPECIFIED ON CHART.
 B. THE ROOF AT FITTING AND THROUGH JOINTS TO A LENGTH AS SPECIFIED ON CHART.
 3. APPROVED RESTRAINTS: UNIFLANGE SERIES 1300 & 1350 OR APPROVED EQUAL.
 4. VALVES SHALL BE RESTRAINED THE SAME DISTANCE AS HORIZONTAL FLOWS.

RESTRAINED JOINT SCHEDULE

NOTES:
 1. RETAINER GLANDS OVER CARRIER PIPE SHALL BE SNUG TO PIPE.
 2. THREADED ROD TO TIE RETAINER GLAND OR RESTRAINER TO CASING THRU EYE BOLT.
 3. EYE BOLTS TO BE WELDED TO SIDE OF THE STEEL CASING BY BORING CONTRACTOR.
 4. NUMBER OF RODS PER CASING:
 8" CASING - 2 RODS
 10" & 12" CASING - 4 RODS
 16" CASING - 6 RODS
 18" TO 24" CASING - 8 RODS



CASING SIZE SCHEDULE

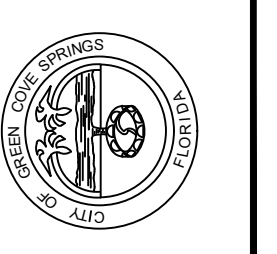
NTS

O.D. OF CARRIER PIPE SIZE (DR-18)	OUTSIDE DIAMETER OF STEEL CASING PIPE												
	10"	12"	16"	18"	20"	24"	30"	36"	42"	48"	54"	60"	66"
6.5"	4"	NR											
9.0"	6"	NR											
11.6"	8"	NR											
14.1"	10"		NR										
16.7"	12"			NR									
21.23"	16"				NR								
23.74"	18"					NR							
26.18"	20"						NR						
31.22"	24"							NR					

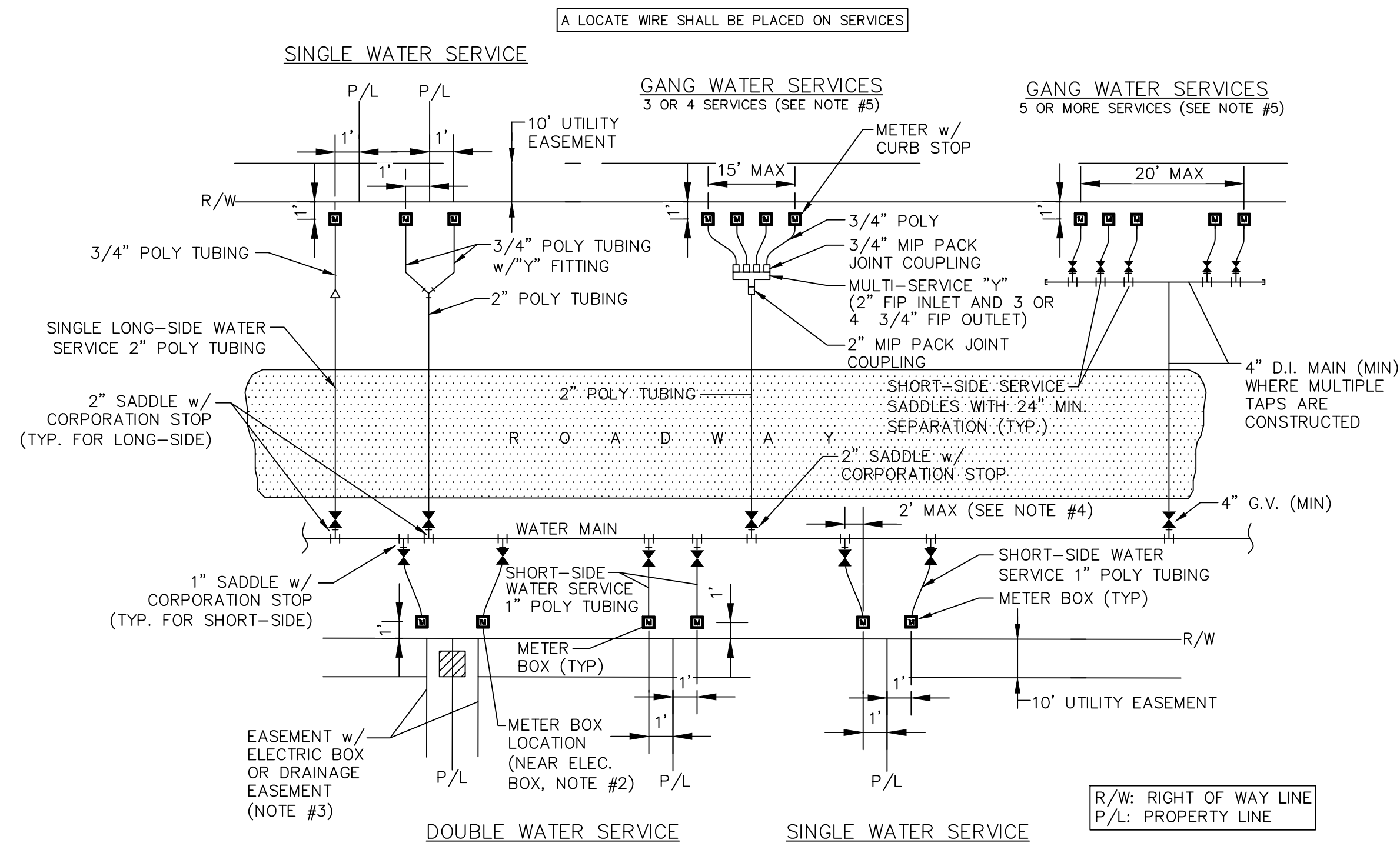
NR = CENTERED, NON-RESTRAINED

PROJECT: STANDARD WATER SYSTEM DETAILS

CITY OF GREEN COVE SPRINGS
 321 WALNUT STREET
 GREEN COVE SPRINGS, FLORIDA 32043

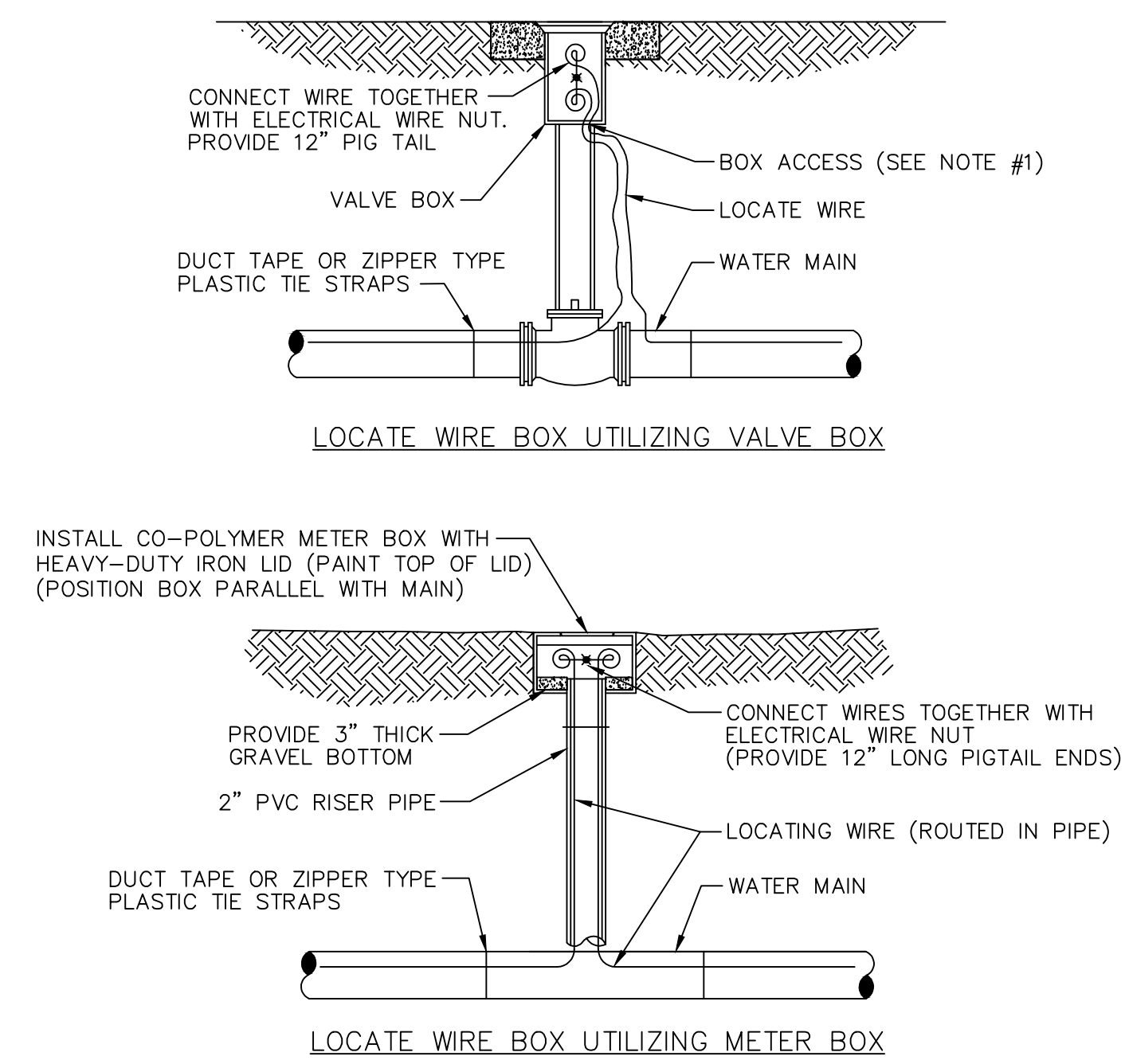


WATSTAND.DWG



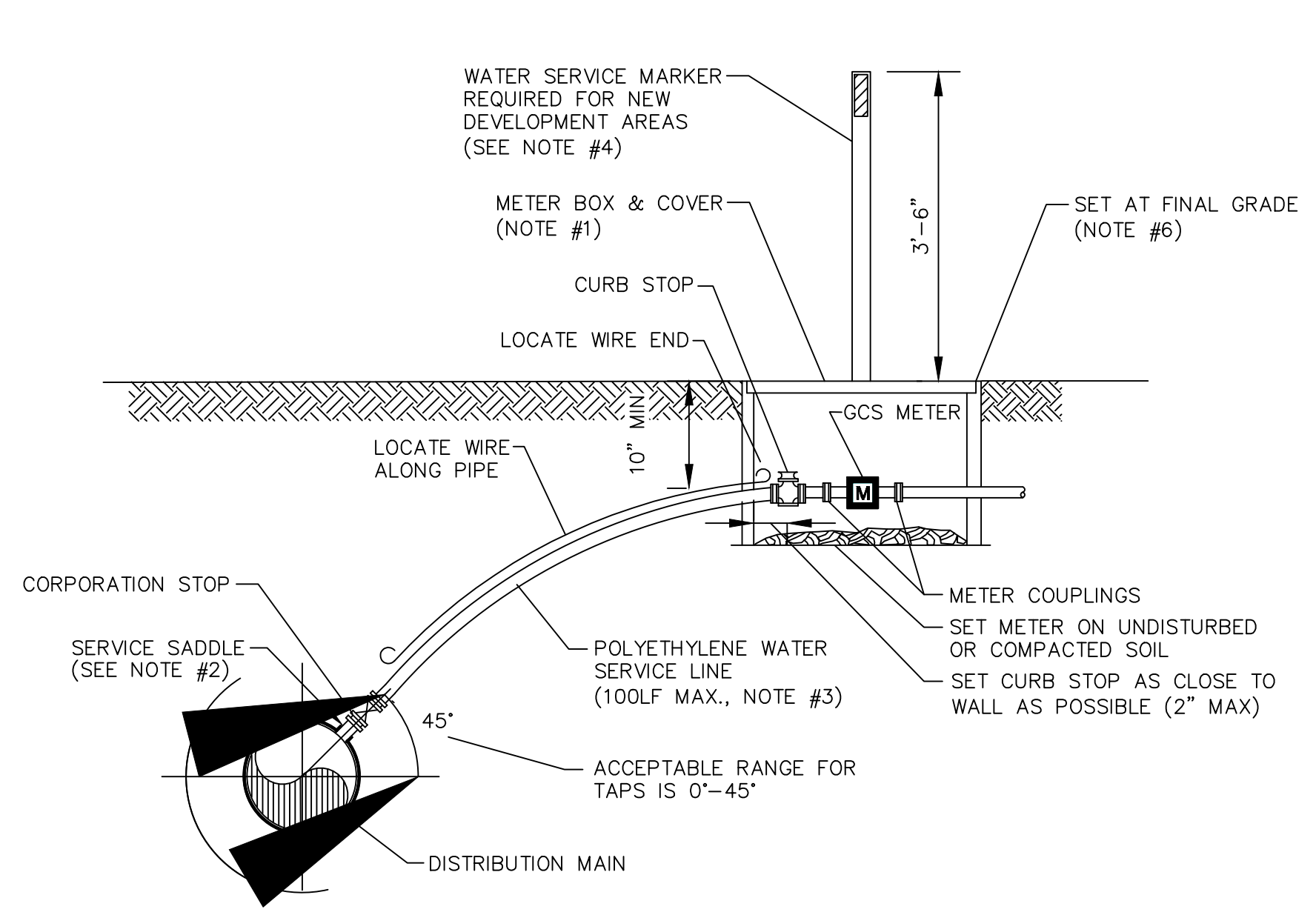
- NOTES**
- THE SKETCHES ABOVE INDICATE TYPICAL WATER SERVICE AND METER BOX LOCATIONS. ACTUAL LOCATIONS OF BOXES MAY VARY SLIGHTLY ACCORDING TO FIELD CONDITIONS ENCOUNTERED. TYPICALLY, THE METER BOX SHALL BE LOCATED 1.0' OFF OF THE R/W LINE.
 - UNLESS SPECIFIED OTHERWISE BY THE CITY OF GREEN COVE SPRINGS, THE METER BOX SHALL BE LOCATED 1.0' OFF OF THE R/W LINE, AND 1.0' FOOT INSIDE OF THE PROLONGATION OF ONE OF THE SIDE PROPERTY LINES. IF A CONFLICT EXISTS WITH OTHER UTILITIES, THE METER BOX MAY BE ADJUSTED TO FOUR FEET (MAX.) INSIDE PROPERTY LINES (IN LIEU OF 1.0' FEET). UNLESS APPROVED OTHERWISE BY THE CITY, THE WATER METER BOX SHALL BE LOCATED IN NON-TRAFFIC AREAS (NOT IN SIDEWALKS OR DRIVEWAYS). IF AN UNAPPROVED METER BOX IS IDENTIFIED BY THE CITY, THEN THE CONTRACTOR OR CUSTOMER SHALL BE RESPONSIBLE FOR THE COST OF RELOCATING ANY METER BOX WHICH IS LOCATED IN THE SIDEWALK OR DRIVEWAY OR THE COST TO PROVIDE THE CORRECT METER BOX. THE CITY SHALL APPROVE ALL DEVIATIONS TO THE ABOVE PRIOR TO CONSTRUCTION.
 - IF DRAINAGE OR OTHER EASEMENT IS LOCATED BETWEEN LOTS, METER BOXES SHALL BE LOCATED AT THE EASEMENT LINE BUT OUTSIDE THE EASEMENT AREA.
 - FOR SINGLE SERVICES, THE HORIZONTAL DISTANCE (PERPENDICULAR TO THE MAIN) BETWEEN THE SERVICE'S SADDLE AND THE METER BOX IS REQUIRED TO BE 2 FEET MAXIMUM. FOR DOUBLE 3/4" SERVICES, THE 2" POLY MAIN WIRE SHALL BE LOCATED CENTERED BETWEEN THE TWO METER BOXES. LOCATE WIRE IS REQUIRED ON ALL SERVICES. THE WIRE SHALL RUN FROM THE METER BOX TO THE MAIN (WITH NO CONNECTION TO MAIN WIRE WITH THE LAST 24 INCHES STRIPPED OF INSULATION/BARE WIRE AS GROUND). ALL EXCEPTIONS TO THIS REQUIREMENT MUST BE APPROVED BY THE CITY OF GREEN COVE SPRINGS. THIS WILL ASSIST IN LOCATING EXISTING SERVICE LINES IN THE FUTURE.
 - GANG WATER SERVICES: FOR 3 OR 4 SERVICES IN ONE AREA, A DUCTILE IRON PIPE (D.I.P.) WATER MAIN EXTENSION W/LOCATE WIRE MAY BE UTILIZED ON EITHER SHORT-SIDE OR LONG-SIDE SERVICES WHERE SHOWN ON THE DRAWINGS. LOCATE WIRE SHALL EXTEND FROM ONE METER BOX TO CURB STOP AT WATER MAIN. FOR 5 OR MORE SERVICES IN ONE AREA, A WATER MAIN EXTENSION W/LOCATE WIRE MAY BE UTILIZED ON EITHER SHORT-SIDE OR LONG-SIDE SERVICES WHERE SHOWN ON THE DRAWINGS (TAPS STAGGERED AND AT 2 FEET ON CENTER (MIN). FOR WATER SUPPLY HEADERS WHERE 5 OR MORE TAPS ARE CONSTRUCTED, THE HEADER PIPE SHALL BE 4" AT A MINIMUM. EXAMPLE: CONSTRUCT A 4" MAIN D.I. CROSSING THE STREET FOR 5 RESIDENTIAL CUSTOMERS, UTILIZING 4" G.V., 4" PIPE, 4"x1" SADDLES AND 1" CURB STOPS (NO GLUED TEE FITTINGS). THE 4" OR LARGER D.I.P. WATER MAIN MUST BE SIZED AND DESIGNED BY THE ENGINEER.
 - ALL COMMERCIAL WATER SERVICES SHALL BE 2" POLYETHYLENE PIPING CONNECTED TO 2" CURB STOP IN METER BOX, UNLESS OTHERWISE APPROVED BY THE CITY.

WATER SERVICE INSTALLATIONS 2" AND SMALLER METER



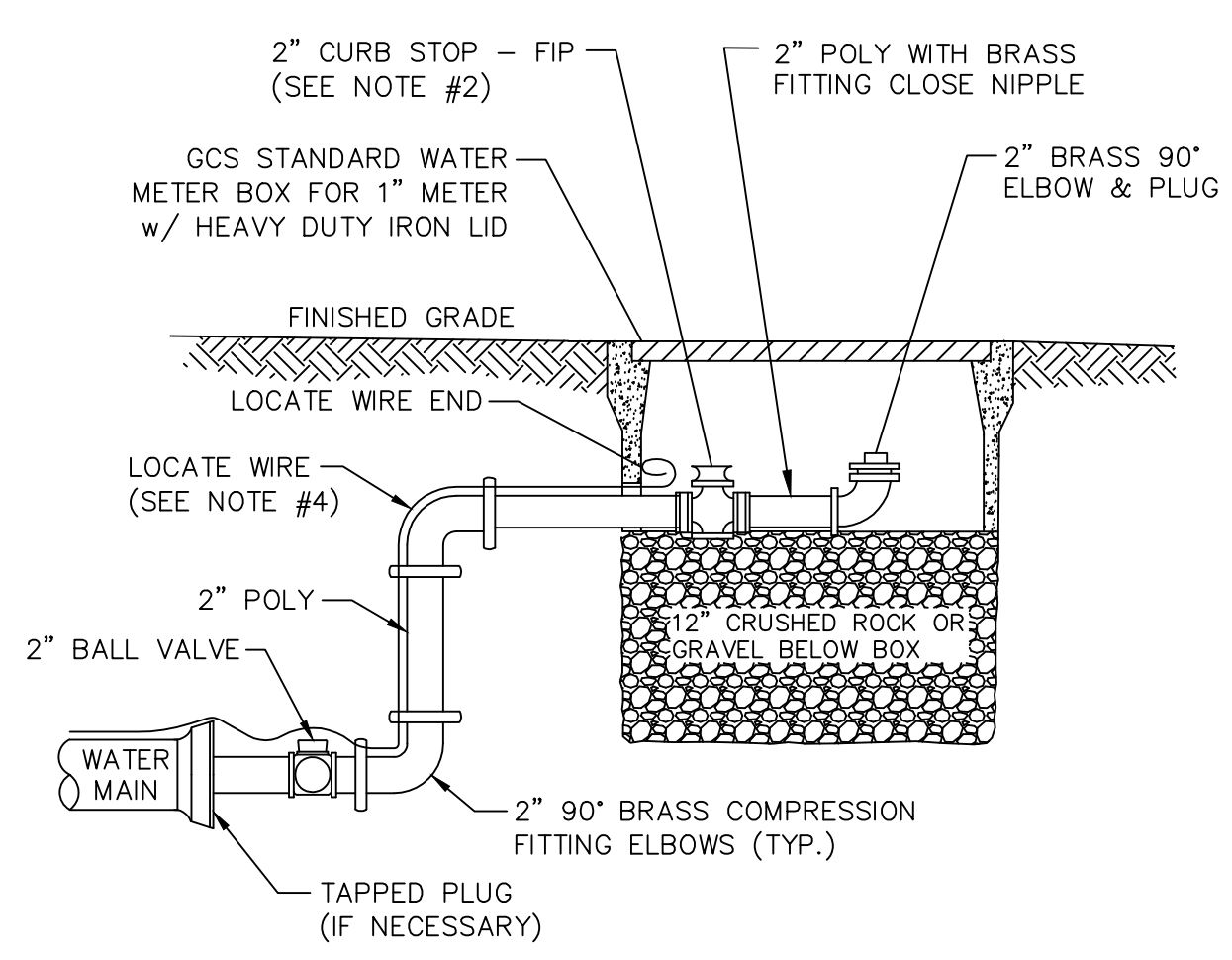
- NOTES**
- LOCATE WIRE SHALL ENTER THE VALVE BOX THROUGH A "V" CUT IN THE 6" PVC RISER PIPE.

LOCATE WIRE BOX



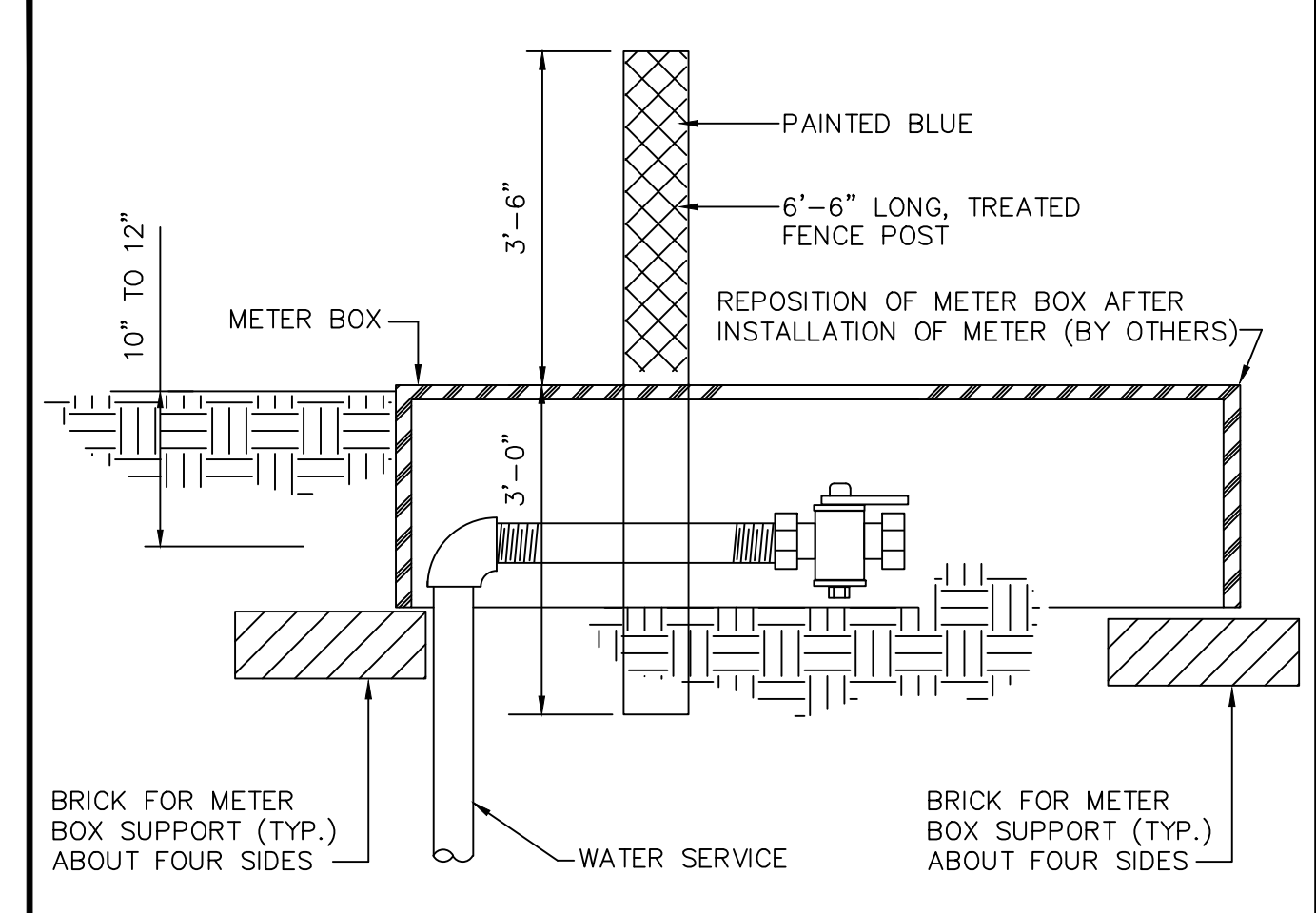
- NOTES**
- SEE CITY OF GREEN COVE SPRINGS APPROVED MATERIALS MANUAL AND SYSTEM DETAILS FOR REQUIREMENTS.
 - SINGLE BAND SADDLES MAYBE UTILIZED ON NEW 1" WATER SERVICES WHICH ARE INSTALLED ON A DRY 10" SIZE OR SMALLER WATER MAIN (NEW WATER MAIN CONSTRUCTION). FOR WET TAPS OR WATER MAINS 12" SIZE AND LARGER, A DOUBLE BAND SADDLE IS REQUIRED.
 - NO OPEN CUT UNDER ROADWAY PAVING ALLOWED UNLESS THE ROADWAY IS BEING RECONSTRUCTED OR IF DIRECTED OTHERWISE BY CITY OF GREEN COVE SPRINGS. CONSTRUCT POLY LINE WITH 3/8" (MIN.) COVER UNDER ROADWAYS. THE POLY WATER SERVICE LINE SHALL BE SAME SIZE AS THE METER (3/4" MINIMUM) AND BE INSTALLED PERPENDICULAR TO THE MAIN AND NOT EXCEED 100LF UNLESS OTHERWISE APPROVED BY CITY OF GREEN COVE SPRINGS.
 - INSTALL PVC PLUG IN ALL CURB STOPS IF WATER SERVICE IS "NOT IN USE" (I.E.: IF NO METER IS INSTALLED). IN ADDITION, INSTALL A 6", 6" P.T. FENCE POST (TOP PAINTED BLUE) 12" OFF SIDE OF METER BOX. THE REMOVAL OR TRANSFER OF A WATER SERVICE SHALL INCLUDE BRASS METER COUPLINGS (HEX ON BARREL TYPE).
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF THE BOXES, METERS OR ELECTRONIC DEVICES IF DAMAGED BY THE CONTRACTOR DURING THE CONSTRUCTION PERIOD.
 - METER BOX AND TOP SHALL BE CLEAR OF ALL DEBRIS TO ALLOW FULL ACCESS TO BOX (I.E., NO DIRT, TRASH OR OTHER DEBRIS PLACED ON TOP OF BOX).
 - LOCATE WIRING REQUIRED ON ALL LONG AND SHORT SERVICES.

WATER SERVICE DETAIL- 2" AND SMALLER METER



- NOTES**
- PIPE SHALL BE POLYETHYLENE. FITTINGS SHALL BE BRASS.
 - THE 2" CURB STOP SHALL BE ALL BRONZE. FITTINGS SHALL BE BRASS.
 - CANNOT BE PLACED UNDER CONCRETE OR PAVEMENT.
 - PLACE 2 FEET PAST LAST WATER MAIN SERVICE CONNECTION.

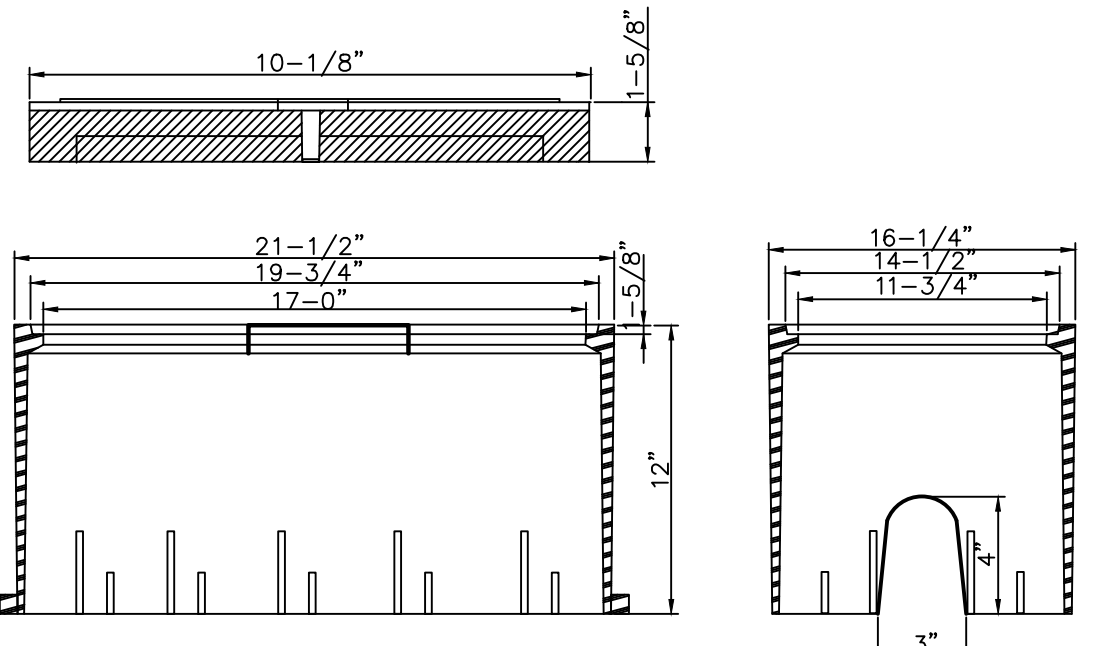
FLUSHING VALVE BELOW GRADE



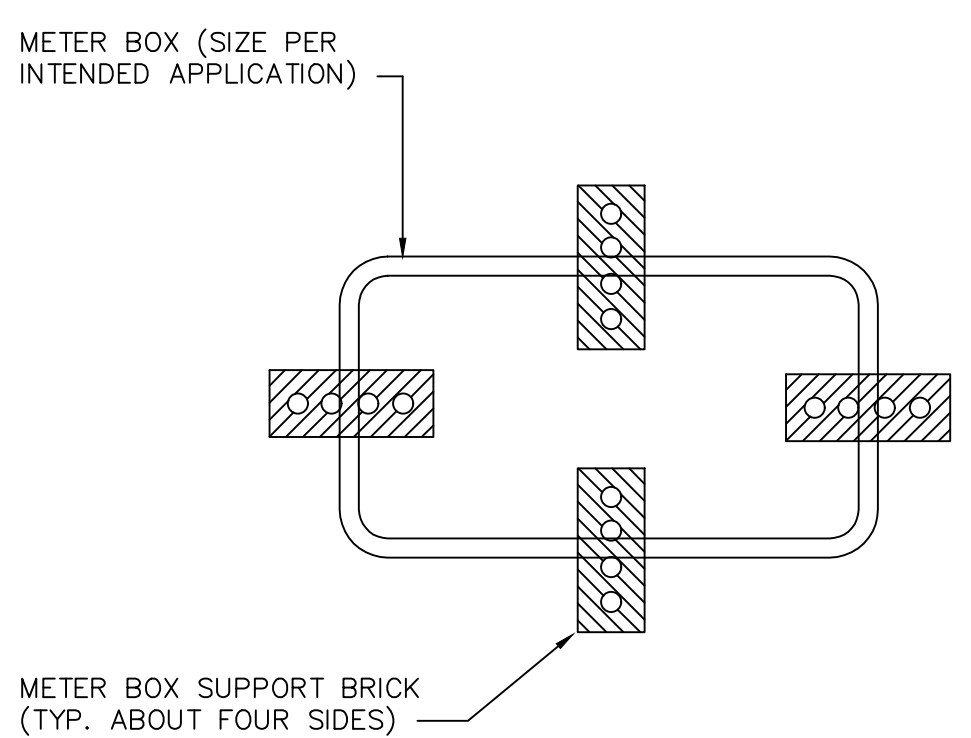
WATER SERVICE MARKER POST

- NOTE:**
- ALL SERVICES ARE TO BE CLEARLY MARKED BY A TREATED 6"-6" LONG MARKER POST PAINTED BLUE. ALL SERVICES ARE TO BE EXTENDED ABOVE GRADE UNTIL COMPLETION OF ALL GRADING ACTIVITIES. ONCE FINAL ROAD GRADING IS COMPLETE, LOWER SERVICES BY CUTTING OFF RISER 10" TO 12" BELOW FINAL GRADE AND INSTALL 90° BEND, NIPPLE AND LW BALL VALVE AT THAT ELEVATION. SET METER BOX OVER ENTIRE HORIZONTAL SECTION OF SERVICE LINE FROM LAST 90° BEND TO THE END OF THE CURB STOP. BOX TO BE REPOSITIONED WHEN THE METER IS INSTALLED. MARKER POST TO BE INSTALLED ADJACENT TO AND LOCATED AT THE MID SECTION OF THE METER BOX.

- NOTE:**
- MIN. WALL THICKNESS: .25"
DOUBLE WALL BODY W/STRUCTURAL SUPPORT RIBS
W/MIN. THICKNESS: 3/8"
1" BOTTOM FLANGE
BOX IS INJECTED MOLDED STRUCTURAL FOAM RECYCLED POLYPROPYLENE MATERIAL



METER BOX & SOLID BLUE LID



METER BOX SUPPORT DETAIL

Item #28

REVISION DESCRIPTION

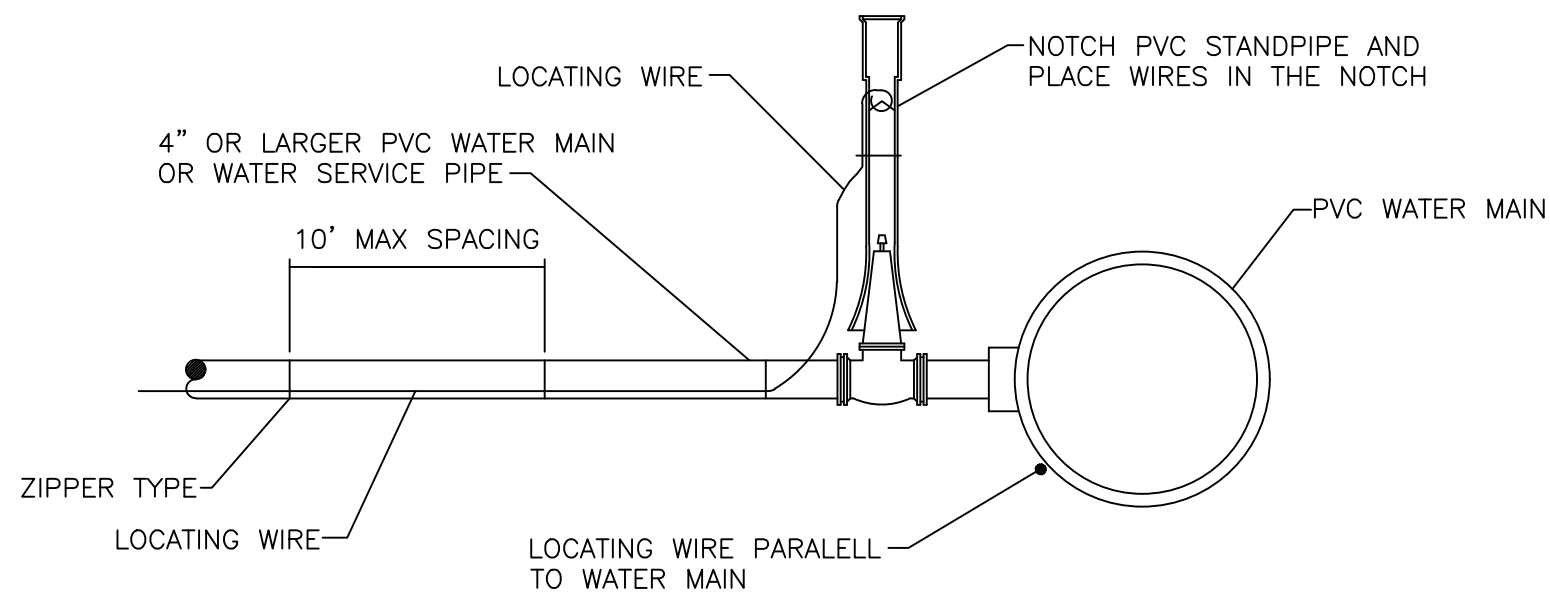
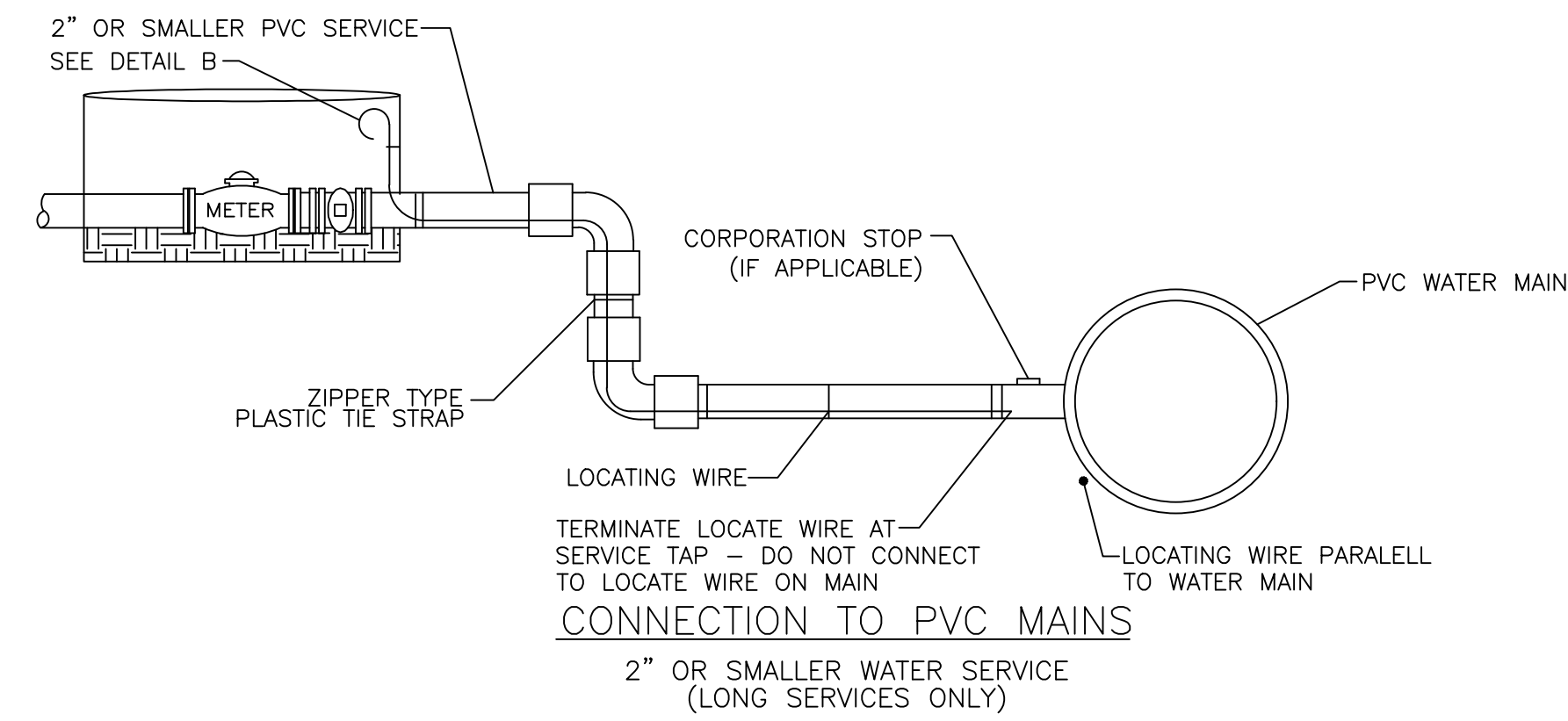
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DESIGN	DRWN	CHKD	APRV	DATE					

PROJECT: **STANDARD WATER SERVICE DETAILS**

CITY OF GREEN COVE SPRINGS
321 WALNUT STREET
GREEN COVE SPRINGS, FLORIDA 32043

ACAD FILE NAME: **SERVICES.DWG**
SHEET NO.: **C17**
1 OF 1

Page 735



CONNECTION TO PVC MAINS
DETAIL - A

LOCATE WIRE TESTING REQUIREMENTS
 Installed locate wiring shall be tested by the contractor as part of the final inspection procedure, using a certified tester and approved testing equipment. The contractor shall request and obtain approval from the GCS field representative (inspector), of the locate wire field testing schedule. The GCS field representative may elect to be present during the testing period, and have the authority to request tester to retest sections if inspector suspects any problems within that section. The contractor shall provide the Certified Tester a copy of the project site drawings (as-builts preferred). A tone shall be put on the locate wire. The technician shall trace the entire length of the installed wire and spot paint the location at least at 100-foot intervals along the route. The depth shall be tested at 100-foot intervals and tester shall record the depth of pipe/wire on the report at each 100' interval. The certified tester shall report (show on drawings), where the pipe/wire has less than the allowable minimum cover (36 inches) or more than the maximum allowable cover (60 inches) unless called for on the plans or requested and approved by GCS during the installation of said piping. All lateral stub-outs shall be marked with pain and the depth recorded. A final Locate Wire Report (statement by the certified tester), shall be submitted to GCS for review and approval. The report shall include a signed statement from the certified tester which certifies that all installed wire (where shown on the drawing), was successfully (sounded), traced with no open breaks. The report shall also include a copy of the project site drawings which indicate all field notes, breaks found/repared, depths (if installed outside the acceptable cover limits), and other applicable field remarks by the certified tester. A Certified copy of the report and marked-up drawings shall be furnished to GCS prior to final acceptance of the project or as approved otherwise by GCS.

Definitions: Approved Testing Equipment shall include variable frequency controls, digital depth read-out and tone continuity. The following is a list of approved equipment - Dynatel (3M)-2273 Cable/Fault Locator, Metrotech 9800XT, Ditch Witch 950 R/T or GCS pre-approved equal.

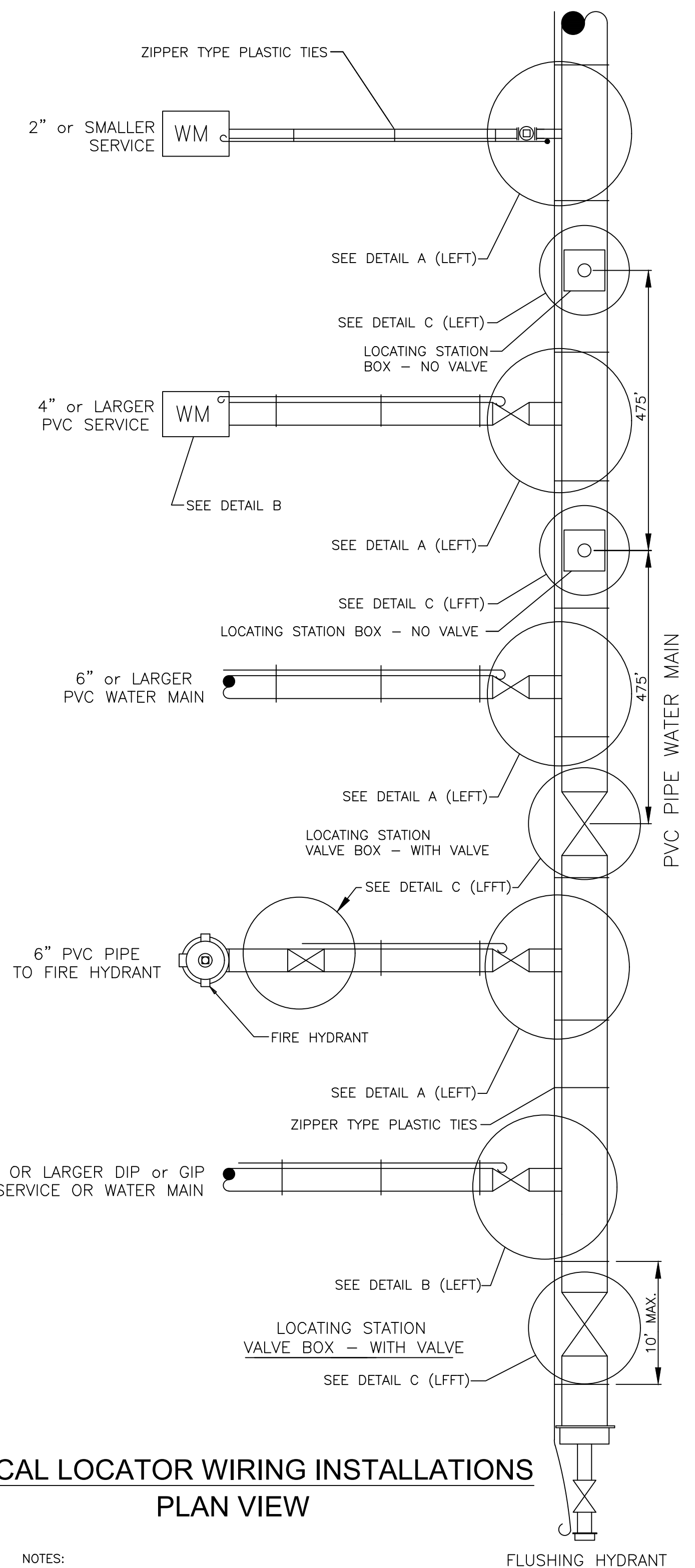
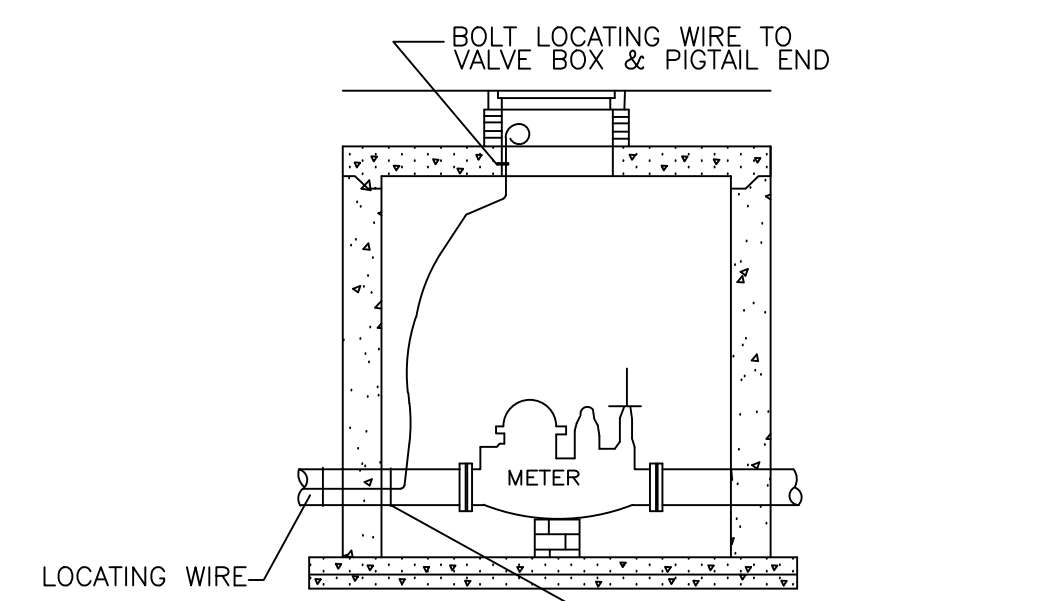
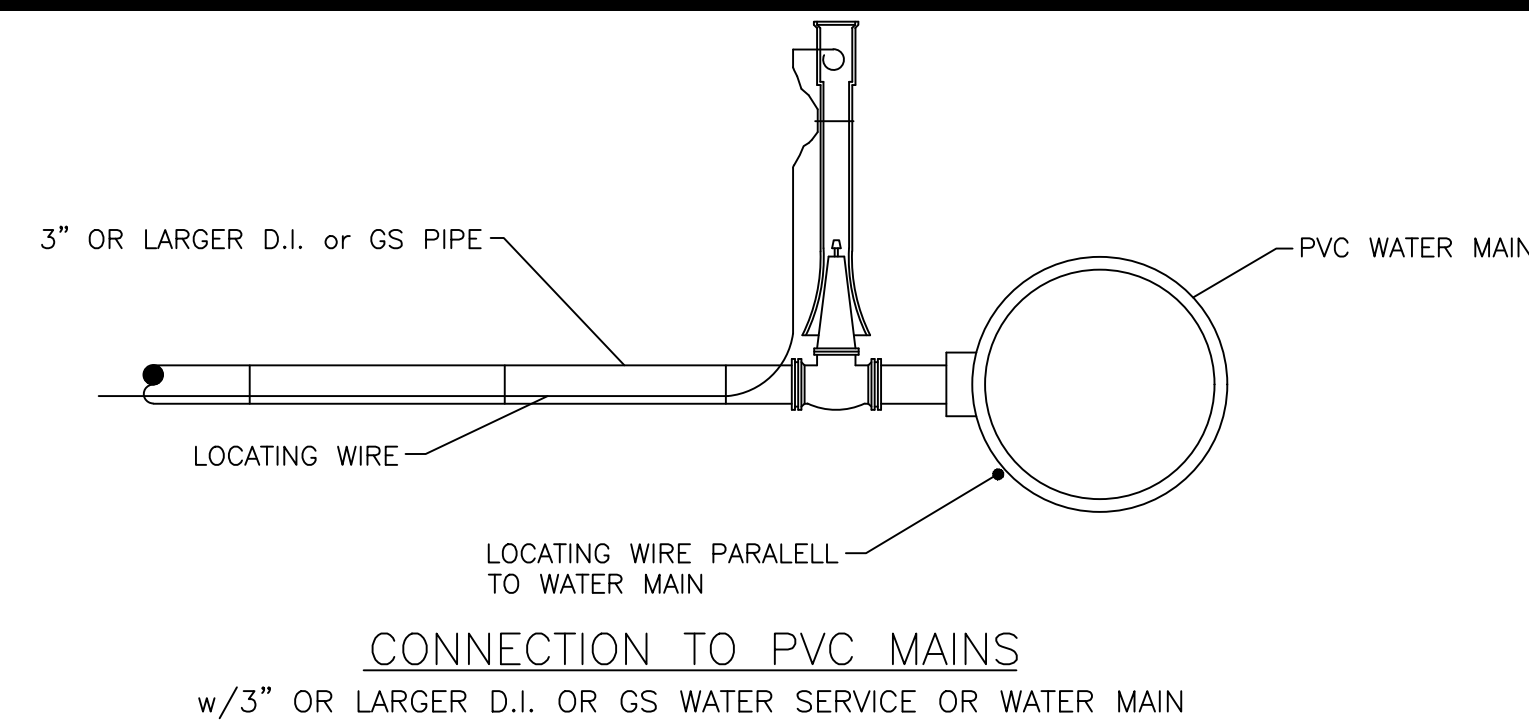
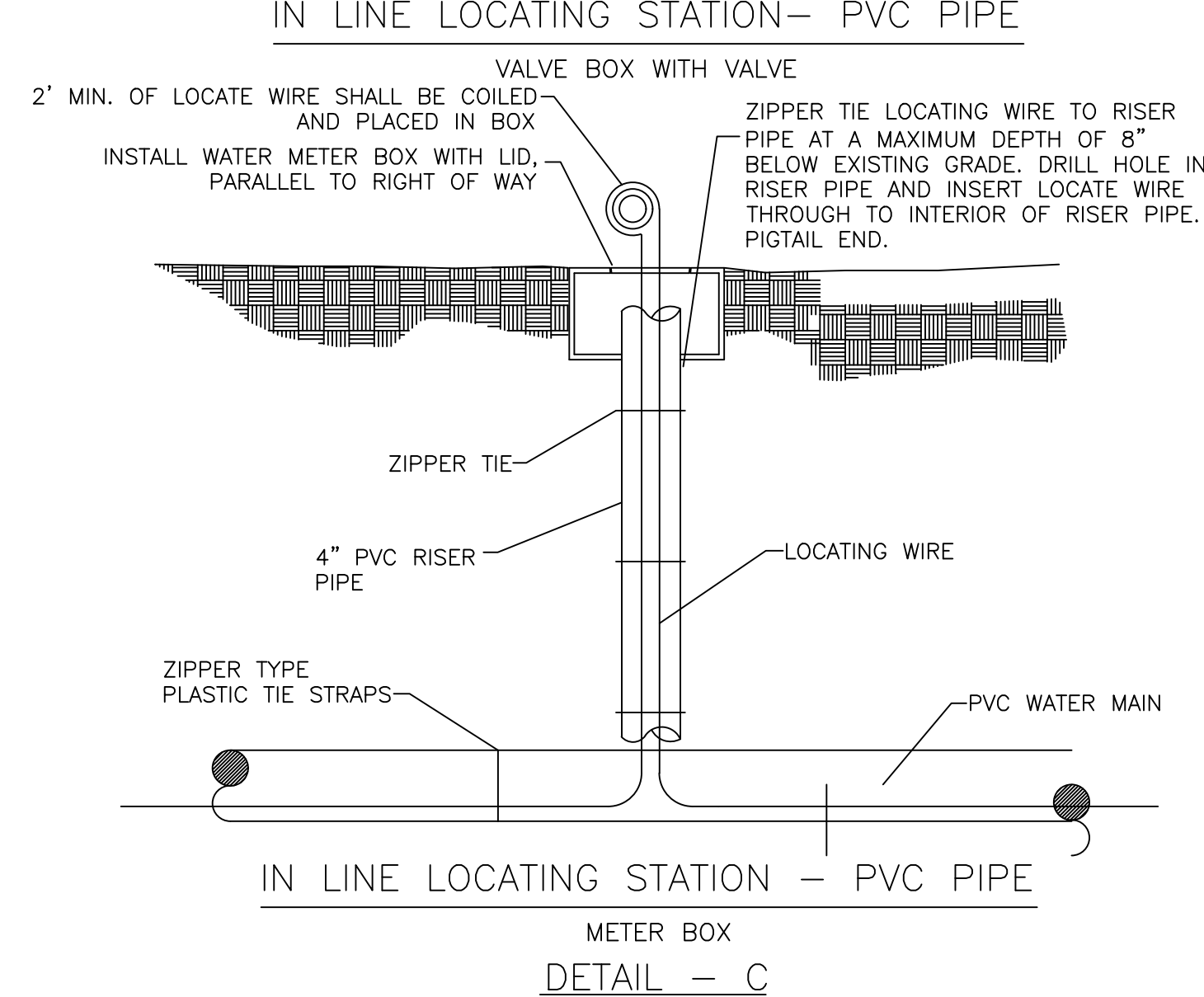
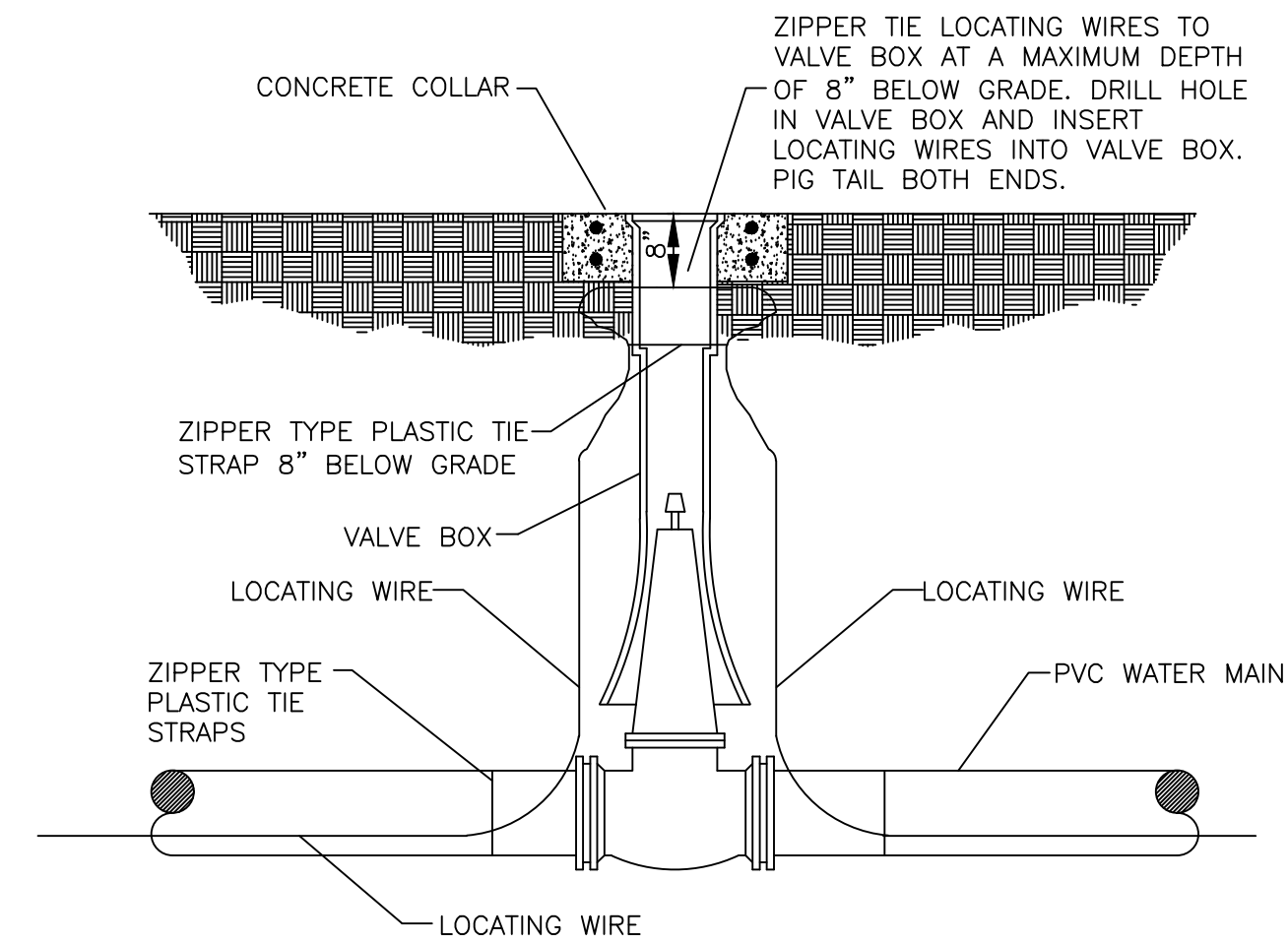
Certified Tester - A person or company that has been certified by the Manufacturer of the approved testing equipment as proficient in the use of the equipment has 8 months experience in the use of the equipment including documented proof of past performance.

GCS Approval: Green Cove Springs Public Works shall have the authority to approve Certified Tester, or deny the approval of Certified Tester to work on Utility's System. GCS shall have the authority to remove any previously Certified Tester from its approved list of Certified Testers as GCS deems necessary.

LOCATE WIRE INSTALLATION
 Contractor shall furnish and install locate wiring on all water mains, sewer force mains, and reclaimed water mains (both PVC and ductile iron) and on all service mains, any size. Locate wire must be attached to mains and services with duct tape or approved plastic zipper ties, (pulled tight to keep wire from rotating out of location), at each side of bell joint or fitting and at 10 foot intervals along pipeline (at a minimum). Locate wire shall be brought to grade within a valve box or locating station box, as required, at 475 foot intervals (see note # 2 this page). Locate wire shall be installed in box and along pipeline as detailed in the GCS Standard Details. Locate wire shall be installed beneath the pipe line at the 5:00 to 7:00 o'clock position on the pipe. Connection or splices underground which are not inside a locate box (or valve box), shall be prohibited unless approved otherwise by GCS. The request to make an underground connection or wire splice shall be done in writing to GCS. The request shall contain the complete job name, name of street, station number as shown on plans and scaled as close as possible to the location of splice or connection, and the reason for request. GCS shall have at least 48 hrs. to respond verbally and 5 working days to respond in writing. If an underground connection is unavoidable and approved by GCS, then the wire shall be first tied in a knot (to minimize future separation), then the wire ends shall be connected utilizing an electric wire nut, then make the connection water tight by using either vinyl mastic tape (4" wide X 0.09" thick by 3M-Scotch 2210), or plastic enclosure (Snaploo Model LV 9500/951-4 large by TKH) or GCS approved equipment.

LOCATE WIRE BOX INSTALLATION
 Where utility mains are to be installed beneath sidewalks, valve boxes shall be installed instead of locate wire boxes. The valve box lids shall indicate the type of line (i.e. water, sewer, or reclaimed water). The valve box shall be adjusted so the top of valve box is flush with the finished sidewalk grade. If for any reason a locate wire box must be offset from the C/L of pipeline, then the contractor shall have installed an adequate length of wire to avoid splices and the exact location of the locate box including the amount of the offset distance shall be recorded on the As-builts.

AS-BUILT DRAWINGS
 See general note No. 1 of standard water and sewer system outline technical specifications for submitting as-builts on locate wire boxes.



TYPICAL LOCATOR WIRING INSTALLATIONS
 PLAN VIEW

- NOTES:**
1. LOCATING WIRE SHALL BE 10 GAUGE, SINGLE STRAND UF RATED (DIRECT BURIAL), COPPER WIRE.
 2. LOCATE BOXES SHALL BE INSTALLED AT THE LOT LINE IN RESIDENTIAL SUBDIVISIONS, OR COMMERCIAL PROPERTIES. BOXES SHALL NOT BE LOCATED IN SIDEWALKS OR DRIVEWAYS. LOCATE BOXES SPACING SHALL NOT EXCEED 500 FEET.
 3. WHERE IT IS NOT POSSIBLE TO LOCATE THE BOX OUTSIDE OF A PAVED STREET OR PARKING LOT THE LOCATE WIRE SHALL BE PLACED IN A VALVE BOX INSTEAD OF A ROME BOX. VALVE BOX LID SHALL BE MARKED ACCORDING TO THE TYPE OF PIPE SERVED.

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REVISION DESCRIPTION

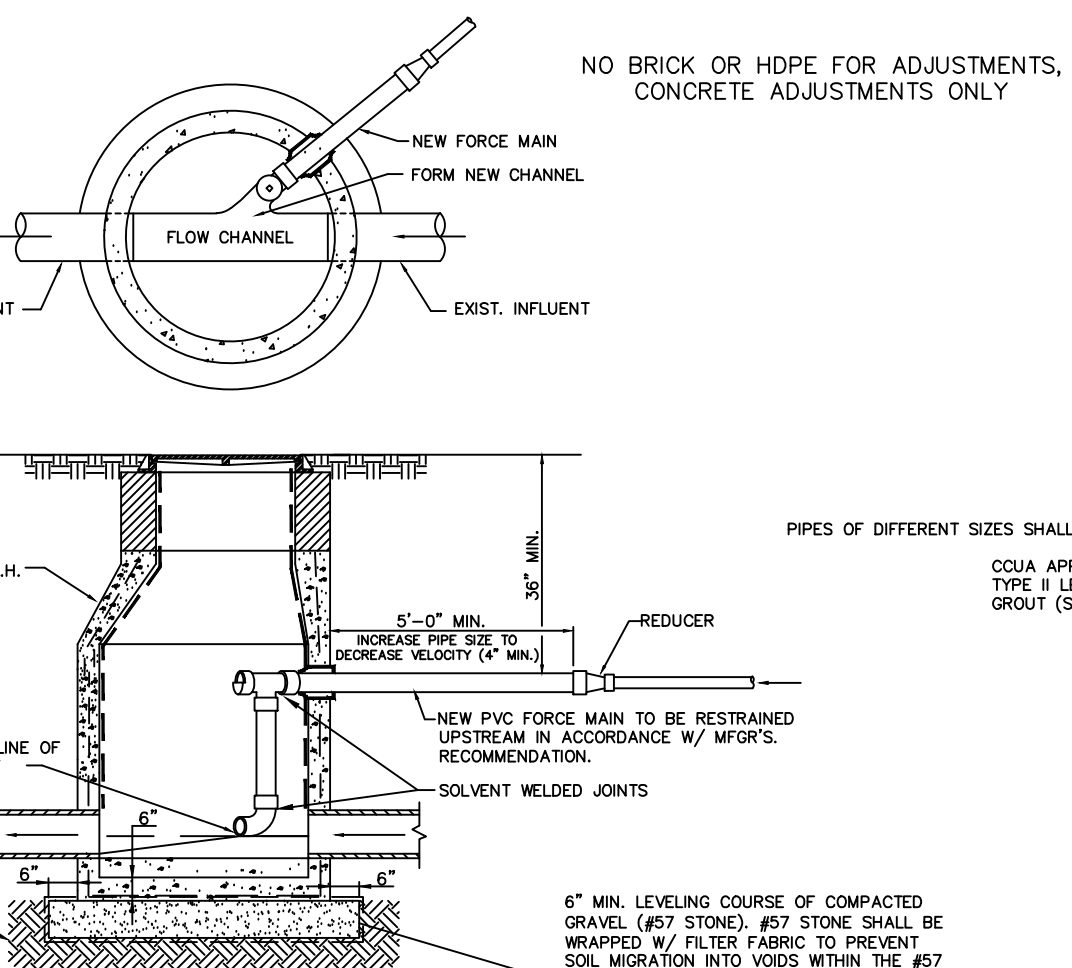
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M&A GENERAL UPDATES & REVISIONS FOR GREEN COVE SPRINGS
 JUN 15 2010
 JUN 15 2010
 JUN 15 2010

PROJECT:
STANDARD LOCATOR WIRING INSTALLATIONS

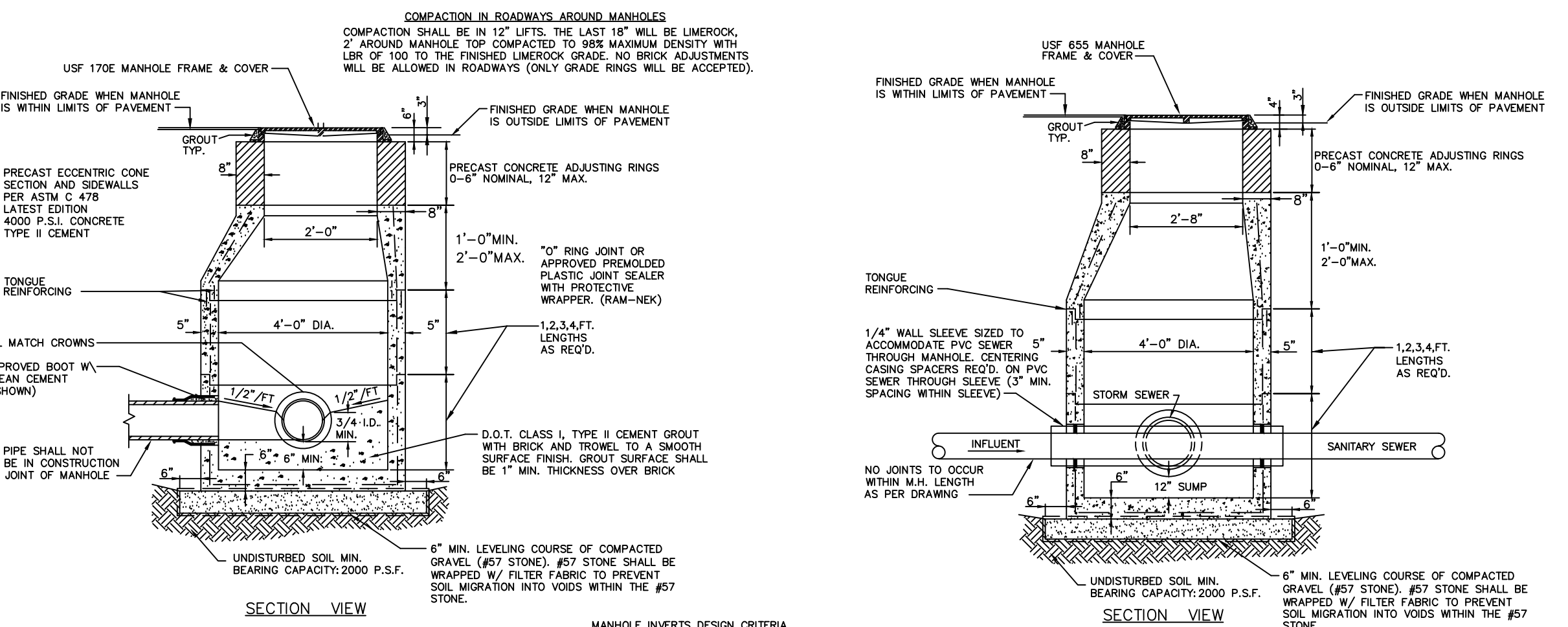
CITY OF GREEN COVE SPRINGS
 321 WALNUT STREET
 GREEN COVE SPRINGS, FLORIDA 32043

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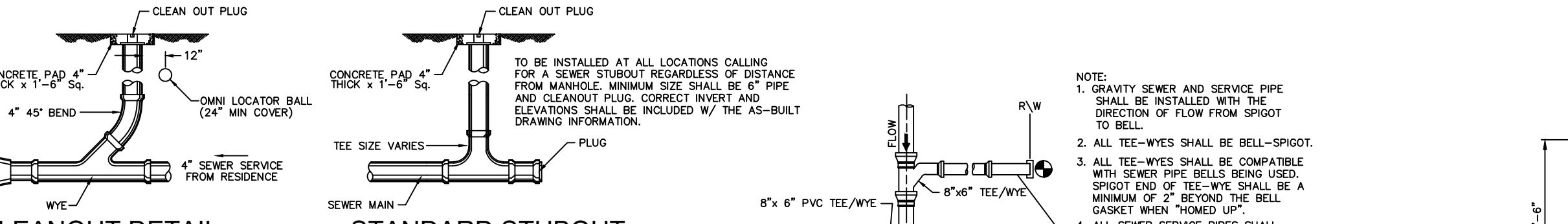


TYP. FORCE MAIN CONNECTION TO MANHOLE

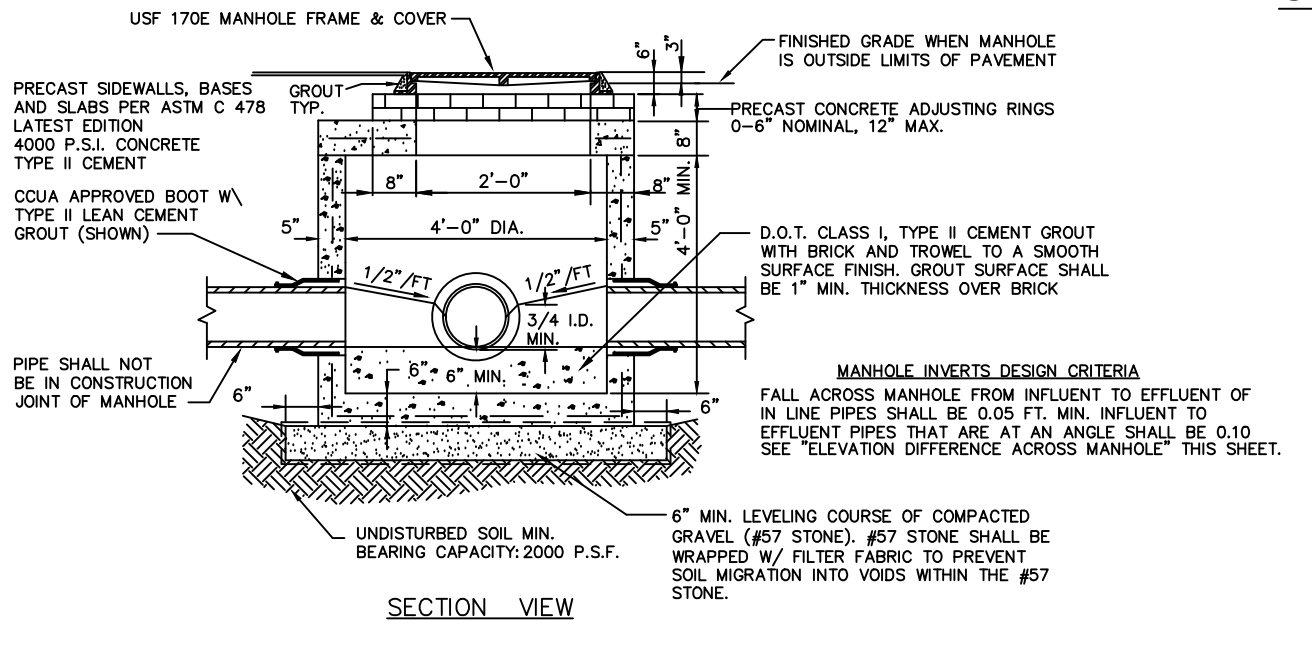
- NOTE: 1. THIS MANHOLE AND THE NEXT TWO MANHOLES DOWNSTREAM (AS REQUIRED BY UTILITY) ARE TO HAVE POLYETHYLENE LINER AS MANUFACTURED BY STANDARD PRECAST CO. (AGRU SURE GRIP) OR APPROVED EQUAL. 2. IF CONNECTION IS BEING MADE TO AN EXISTING MANHOLE, THAT MANHOLE AND THE NEXT TWO MANHOLES DOWNSTREAM (AS REQUIRED BY UTILITY), SHALL BE LINED WITH "SPECTRASHIELD" OR APPROVED EQUAL. 3. SIZE OF DROP PIPE CONNECTION TO MANHOLE SHALL BE DESIGNED BY THE PROJECT ENGINEER. MINIMUM SIZE SHALL BE 4" CONNECTION AND DROP PIPE SHALL BE SIZED TO REDUCE THE VELOCITY AND PREVENT "SPLOSHOVER" WITHIN THE MANHOLE. 5'-0" MINIMUM DISTANCE FROM MANHOLE TO REDUCER MAY BE INCREASED TO ASSIST IN THIS VELOCITY REDUCTION.



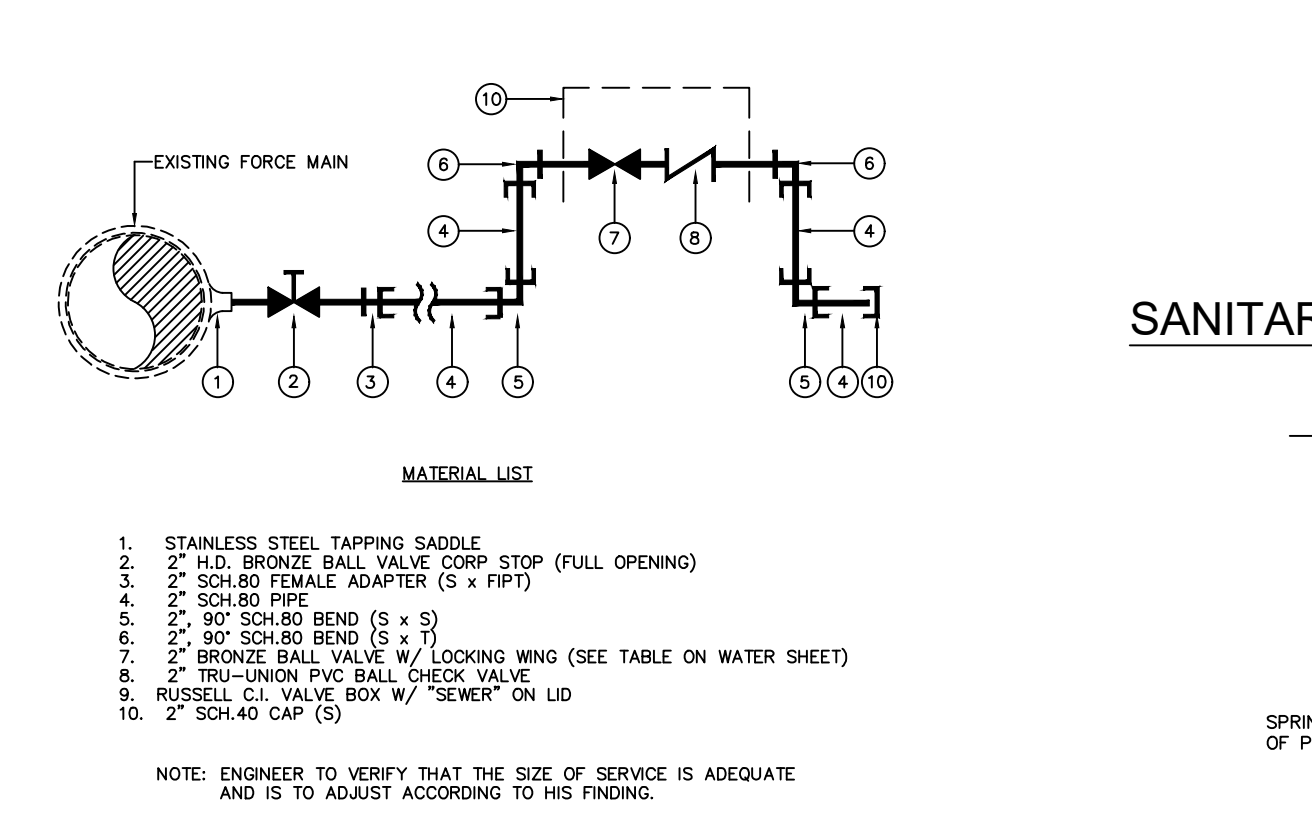
SANITARY SEWER MANHOLE



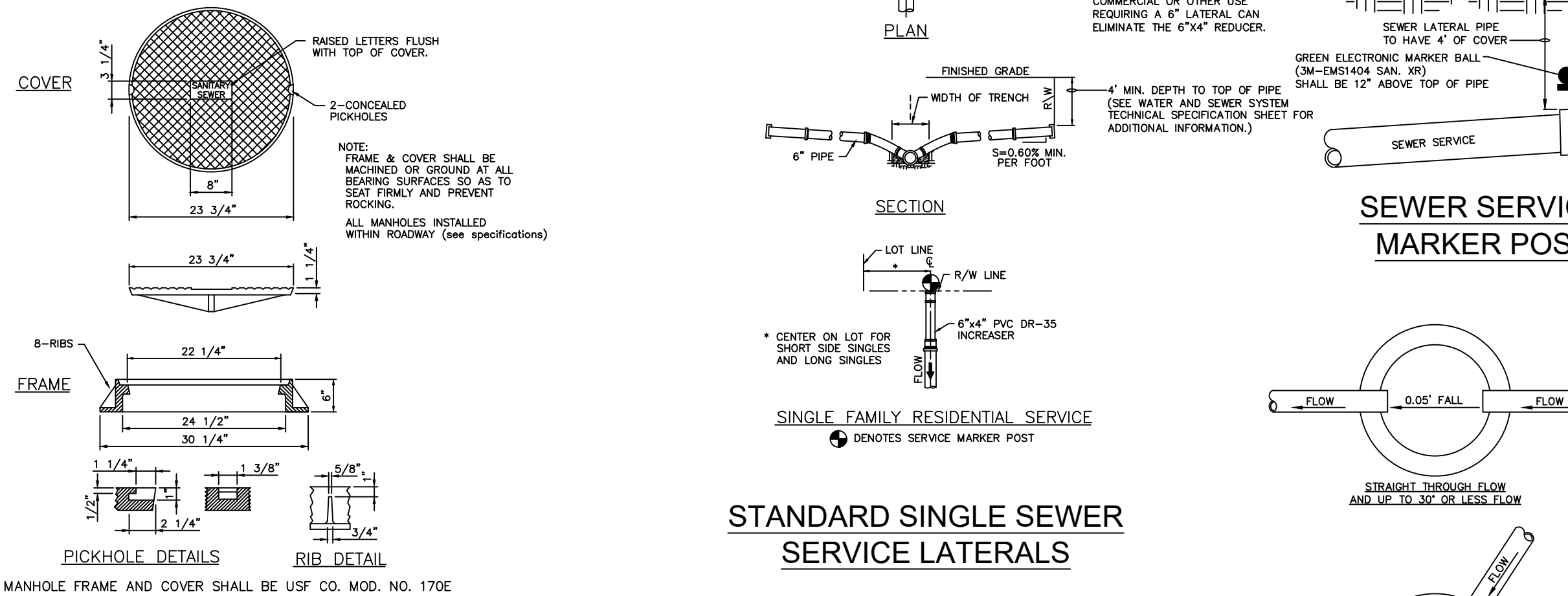
STANDARD STUBOUT SURVEY ACCESSIBLE CLEANOUT



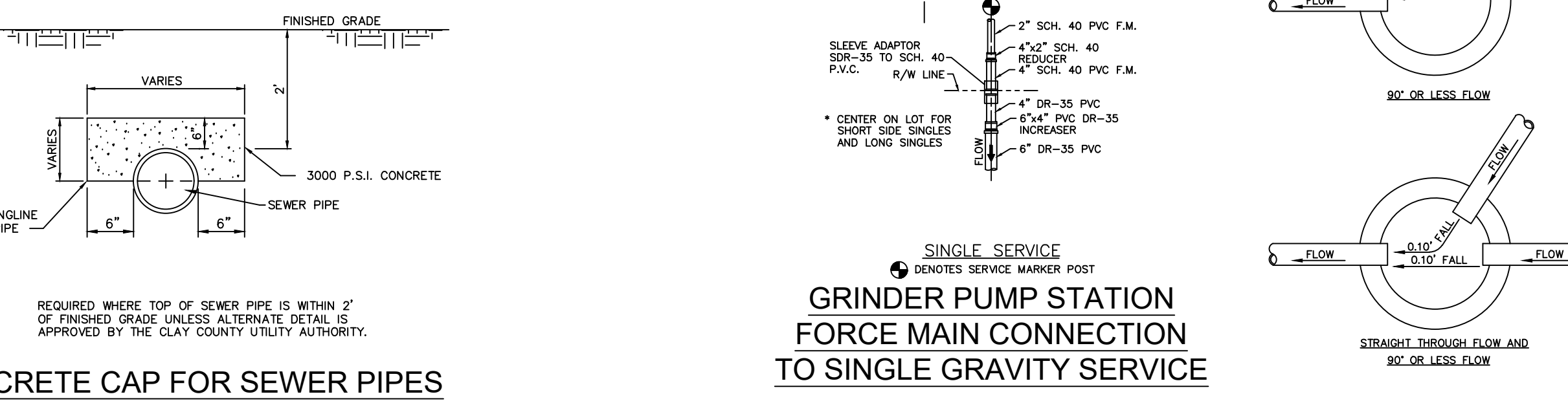
SHALLOW SANITARY SEWER MANHOLE



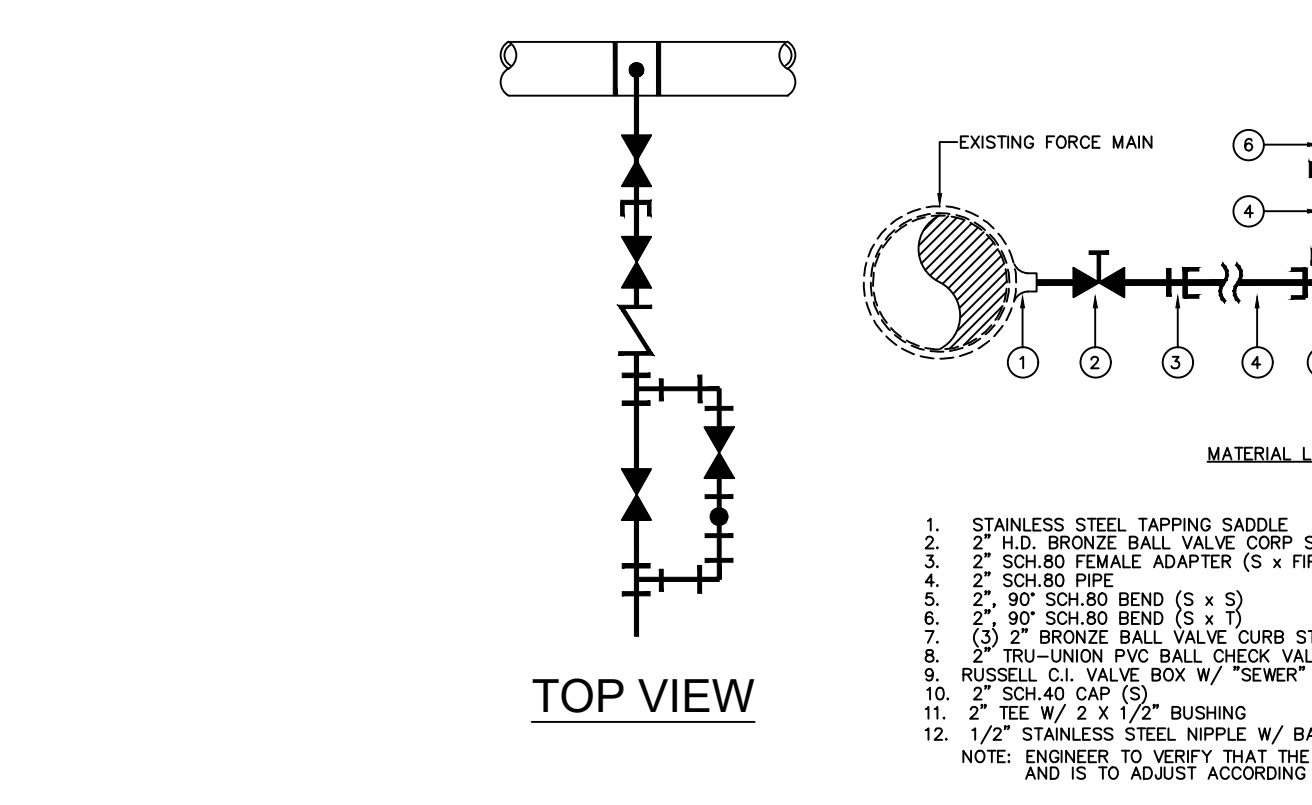
2" SEWAGE FORCE MAIN MANIFOLD SERVICE CONNECTION DETAIL FOR MEDIUM TO HIGH PRESSURE CONNECTION SYSTEMS



STANDARD SINGLE SEWER SERVICE LATERALS



CONCRETE CAP FOR SEWER PIPES

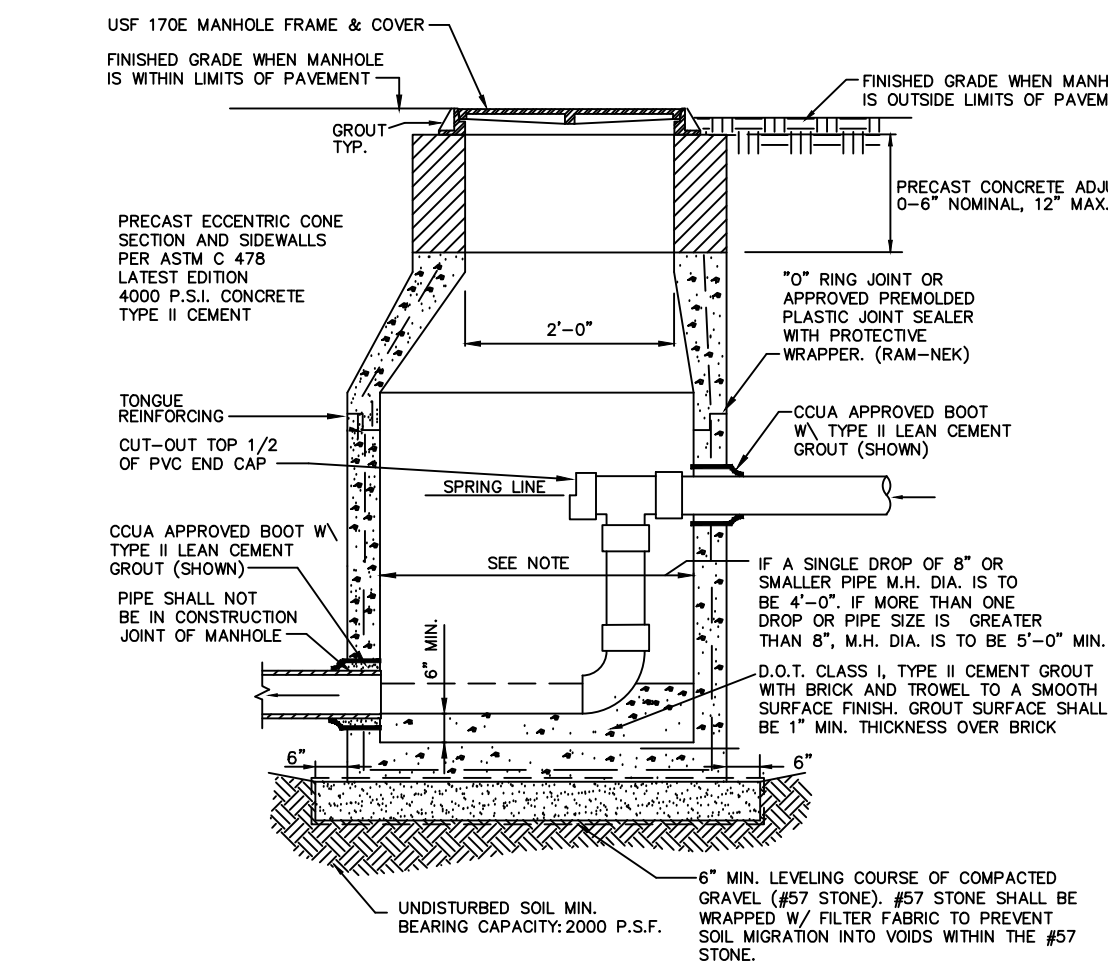


TOP VIEW

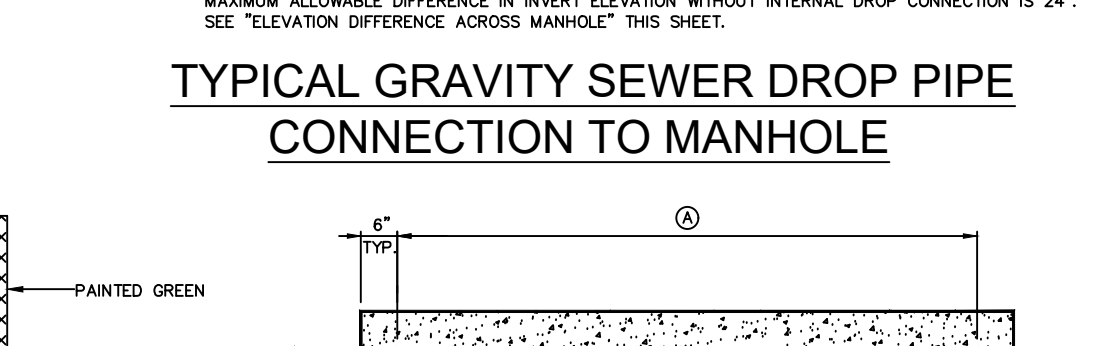


GRINDER PUMP STATION FORCE MAIN CONNECTION TO SINGLE GRAVITY SERVICE

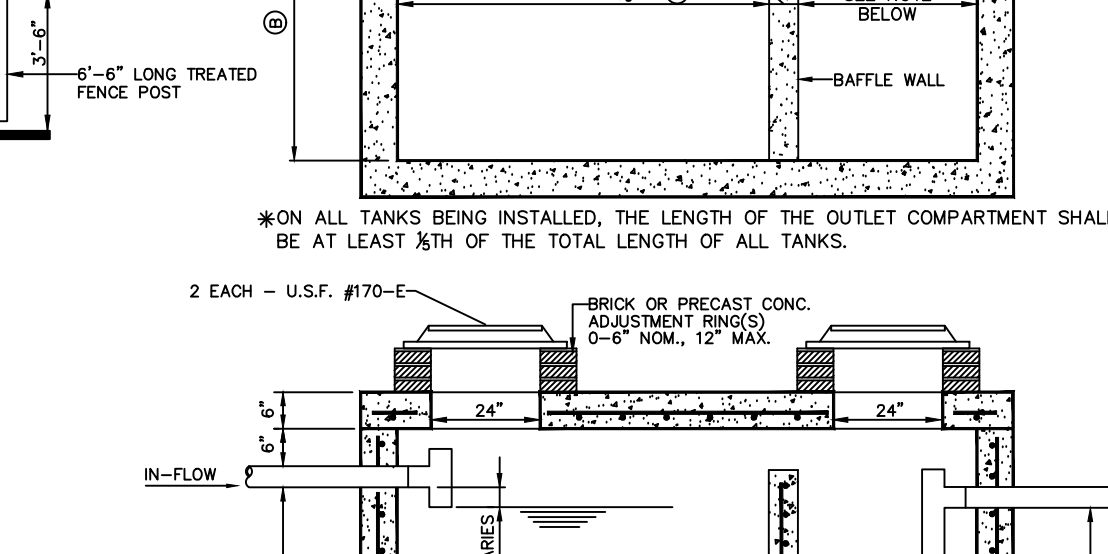
" SEWAGE FORCE MAIN MANIFOLD SERVICE CONNECTION / WITH PRESSURE GAUGE FITTING / FOR LOW PRESSURE RECEIVING SYSTEMS FOR CREATING ARTIFICIAL HEAD PRESSURE



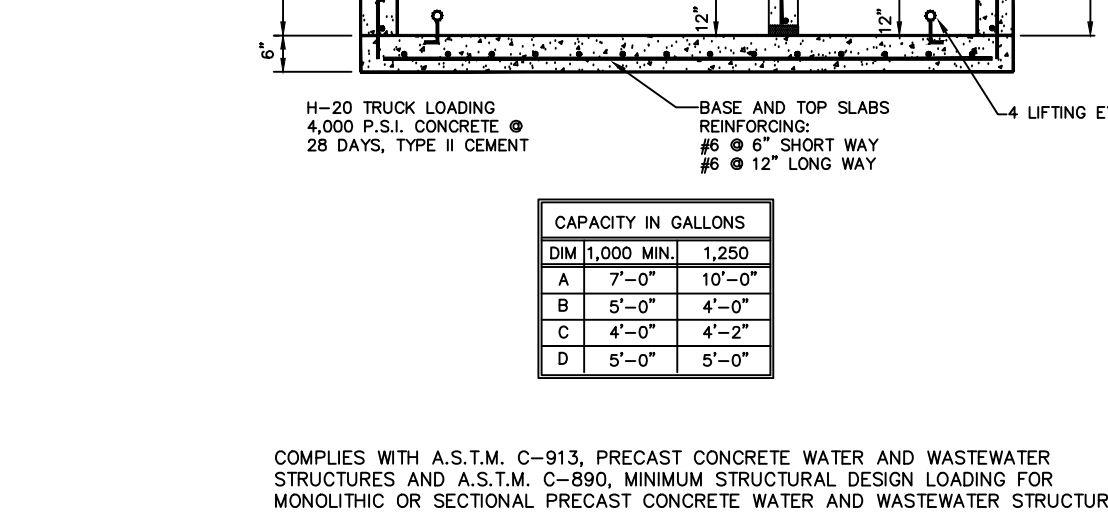
SADDLE MANHOLE DETAIL



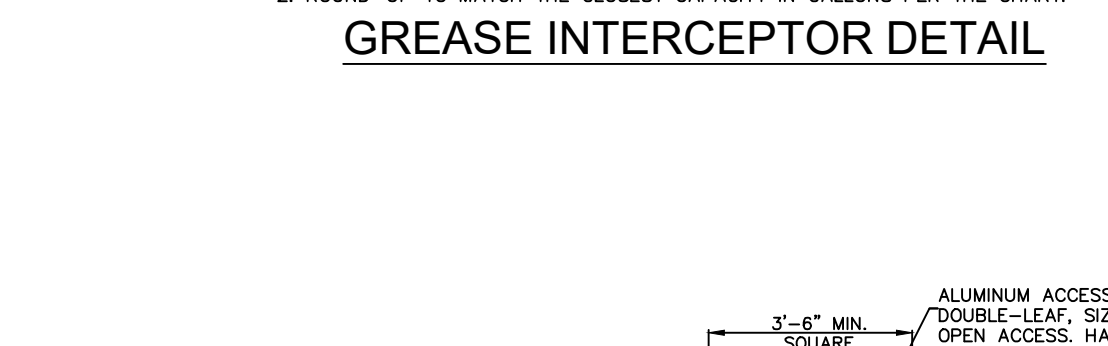
TAPPING OR CUTTING IN SERVICE LATERAL TO EXISTING SEWER MAIN



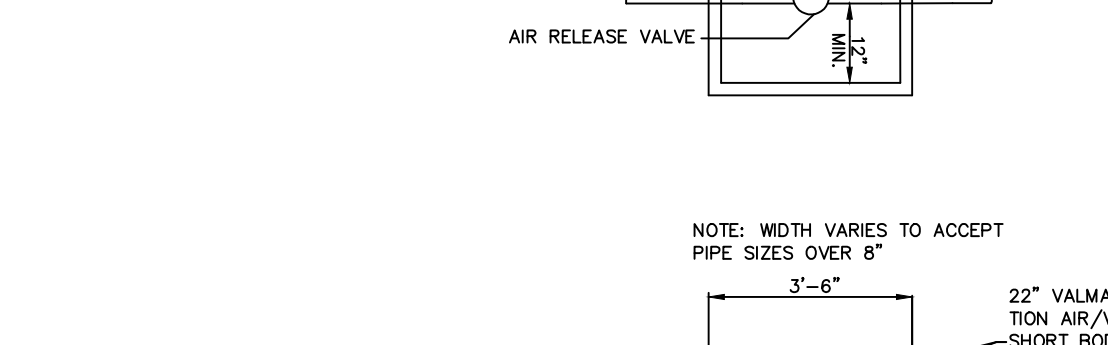
SEWER SERVICE MARKER POST



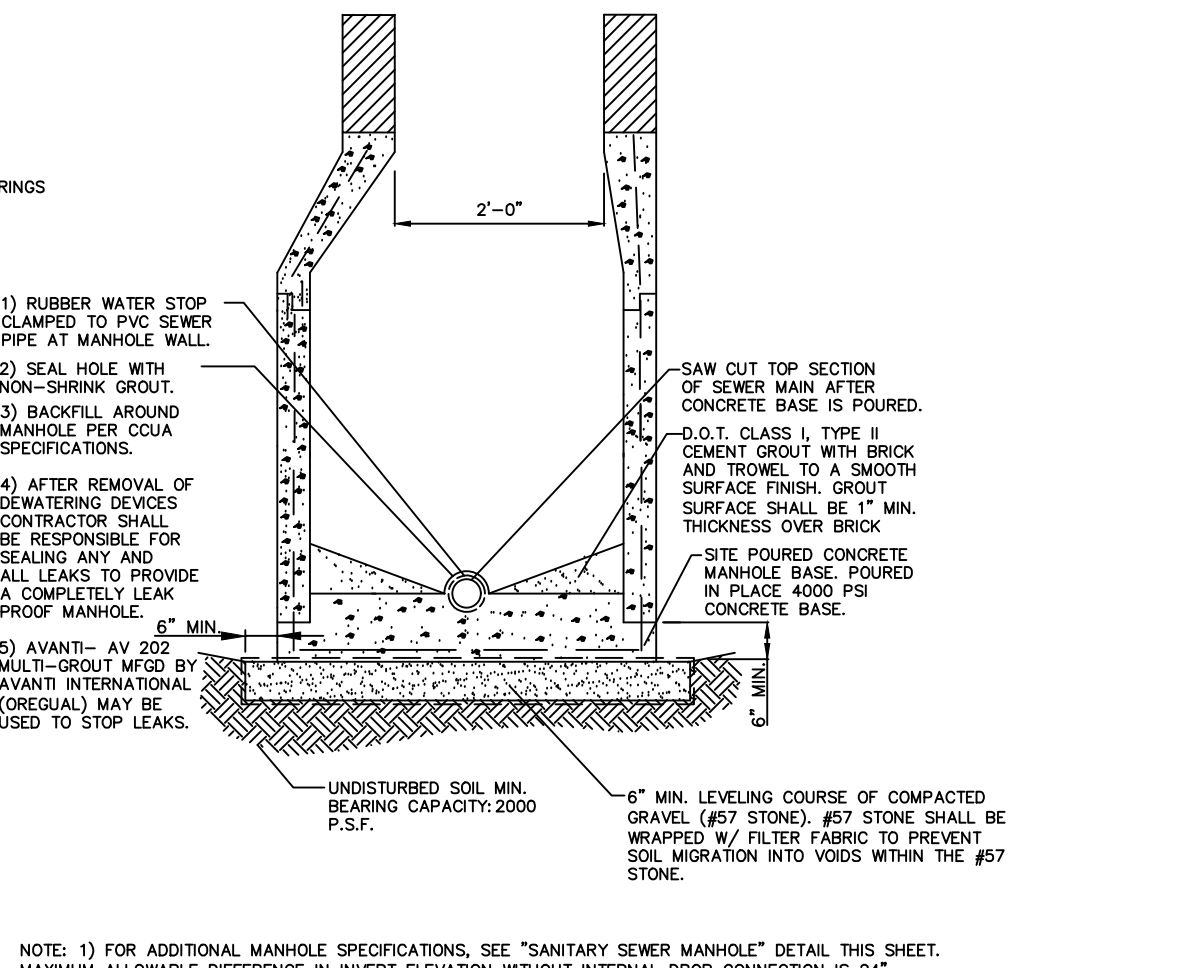
GREASE INTERCEPTOR DETAIL



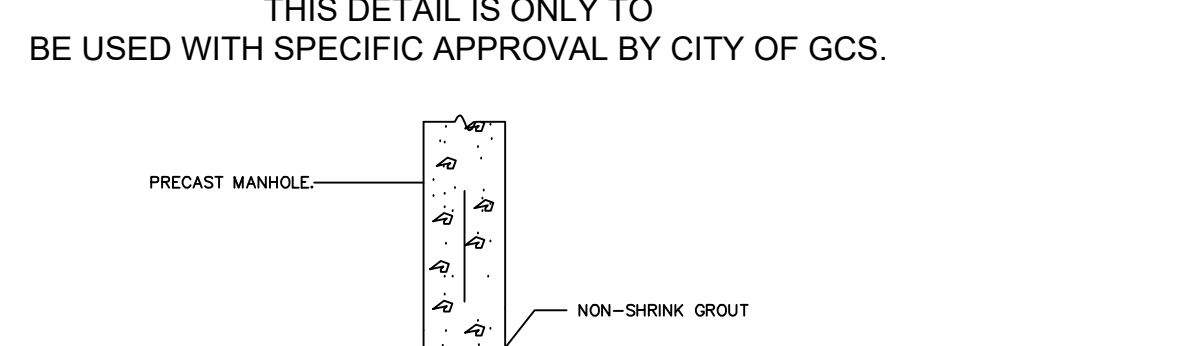
SANITARY SEWAGE FORCE MAIN AIR RELEASE VALVE VAULT



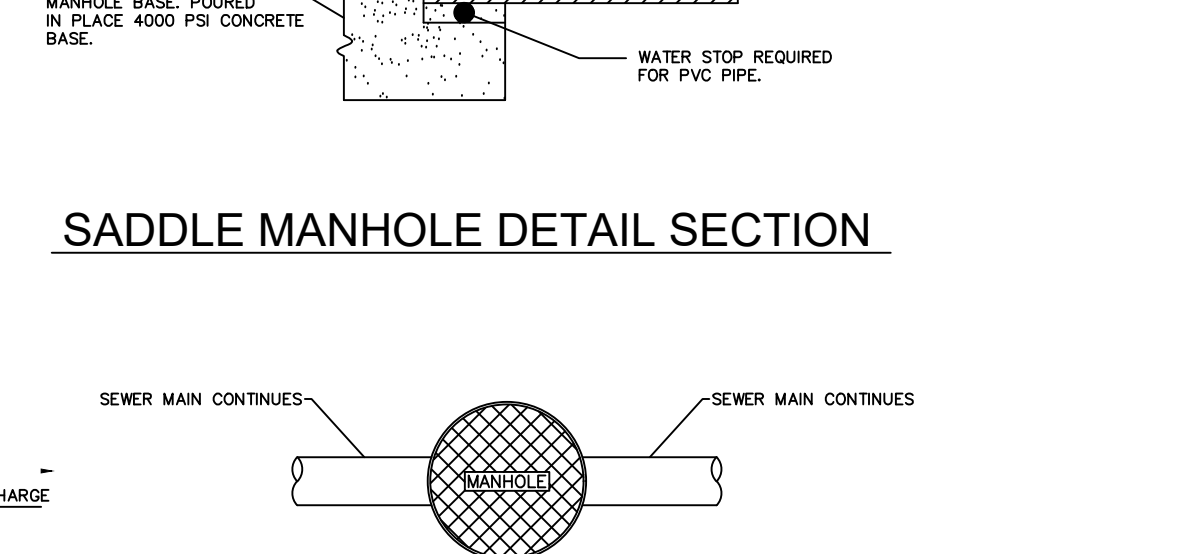
SANITARY SEWAGE FORCE MAIN AIR RELEASE VALVE VAULT



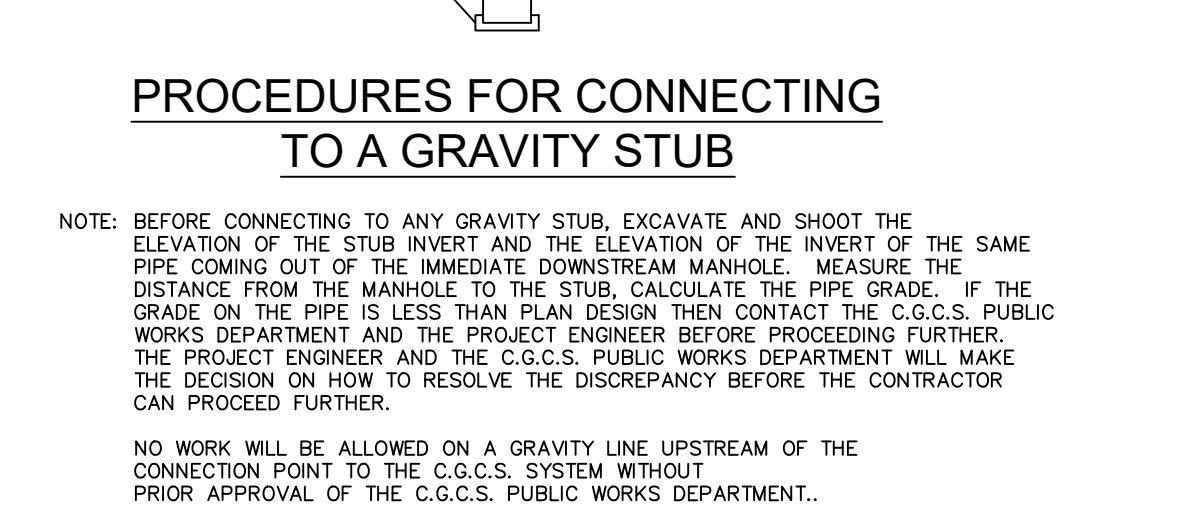
SADDLE MANHOLE DETAIL SECTION



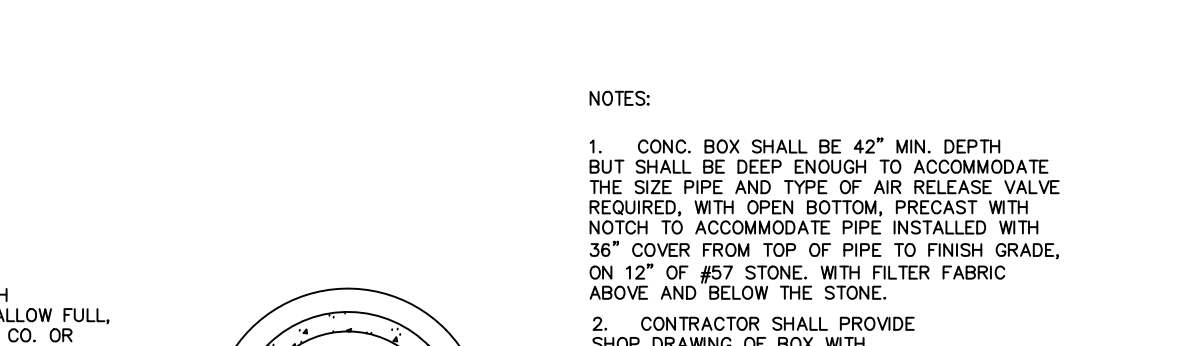
PROCEDURES FOR CONNECTING TO A GRAVITY STUB



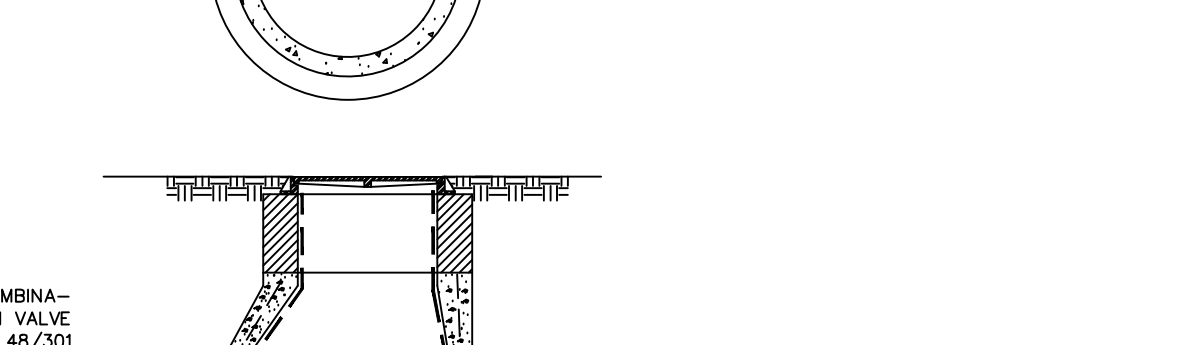
SANITARY SEWAGE FORCE MAIN AIR RELEASE VALVE VAULT



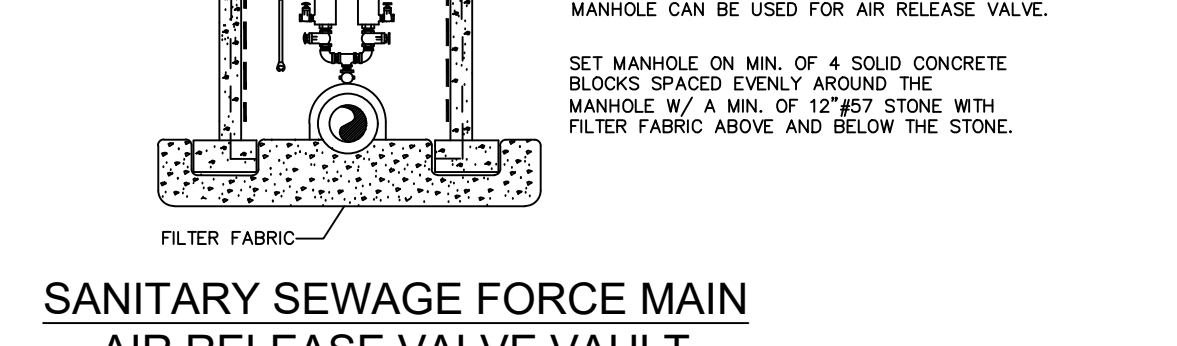
SANITARY SEWAGE FORCE MAIN AIR RELEASE VALVE VAULT



SANITARY SEWAGE FORCE MAIN AIR RELEASE VALVE VAULT



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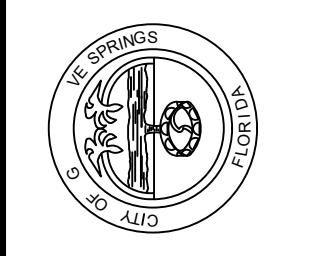


SANITARY SEWAGE FORCE MAIN AIR RELEASE VALVE VAULT

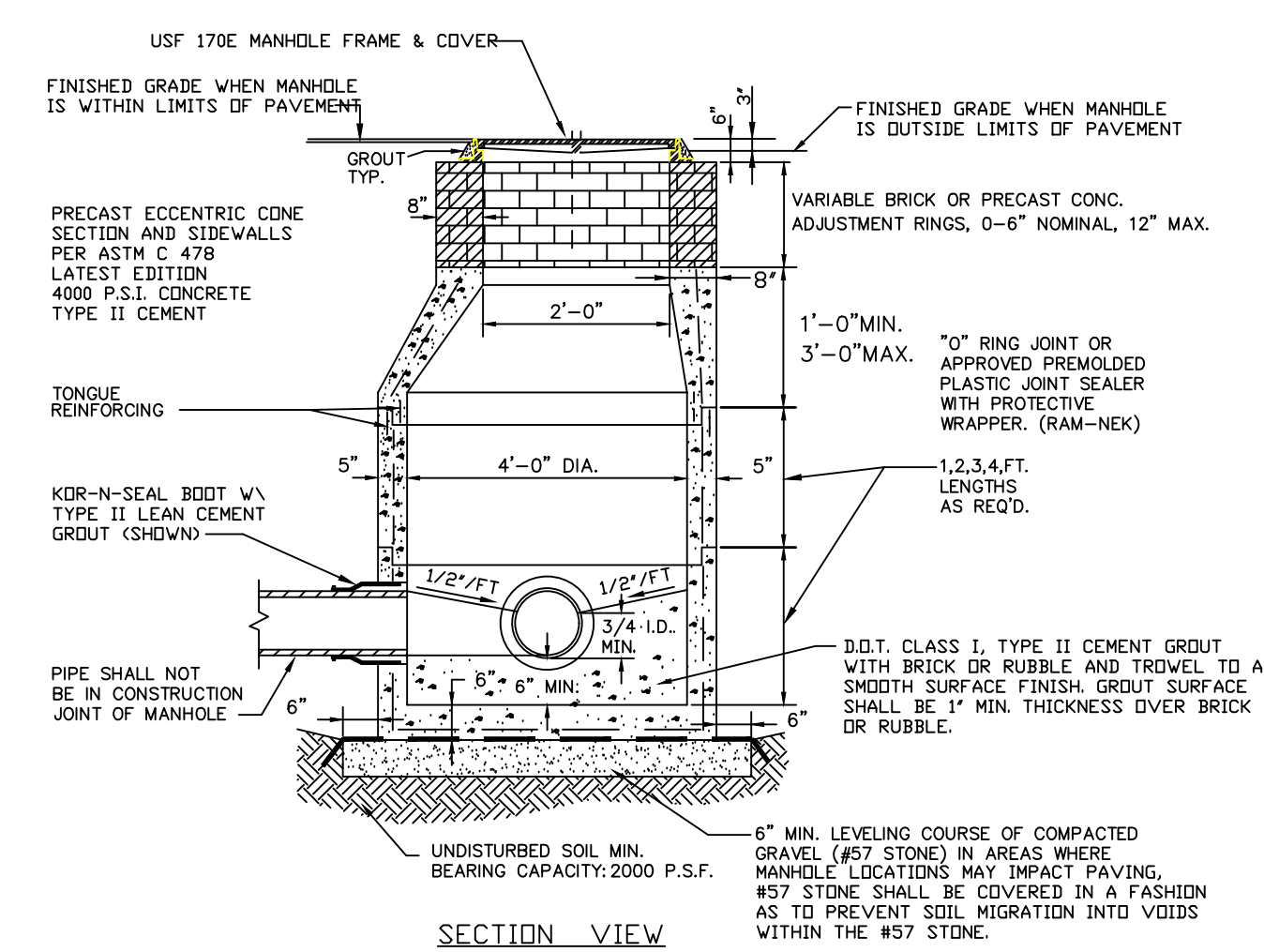
SANITARY SEWAGE FORCE MAIN AIR RELEASE VALVE VAULT

GRAVITY SEWER SERVICE DETAILS

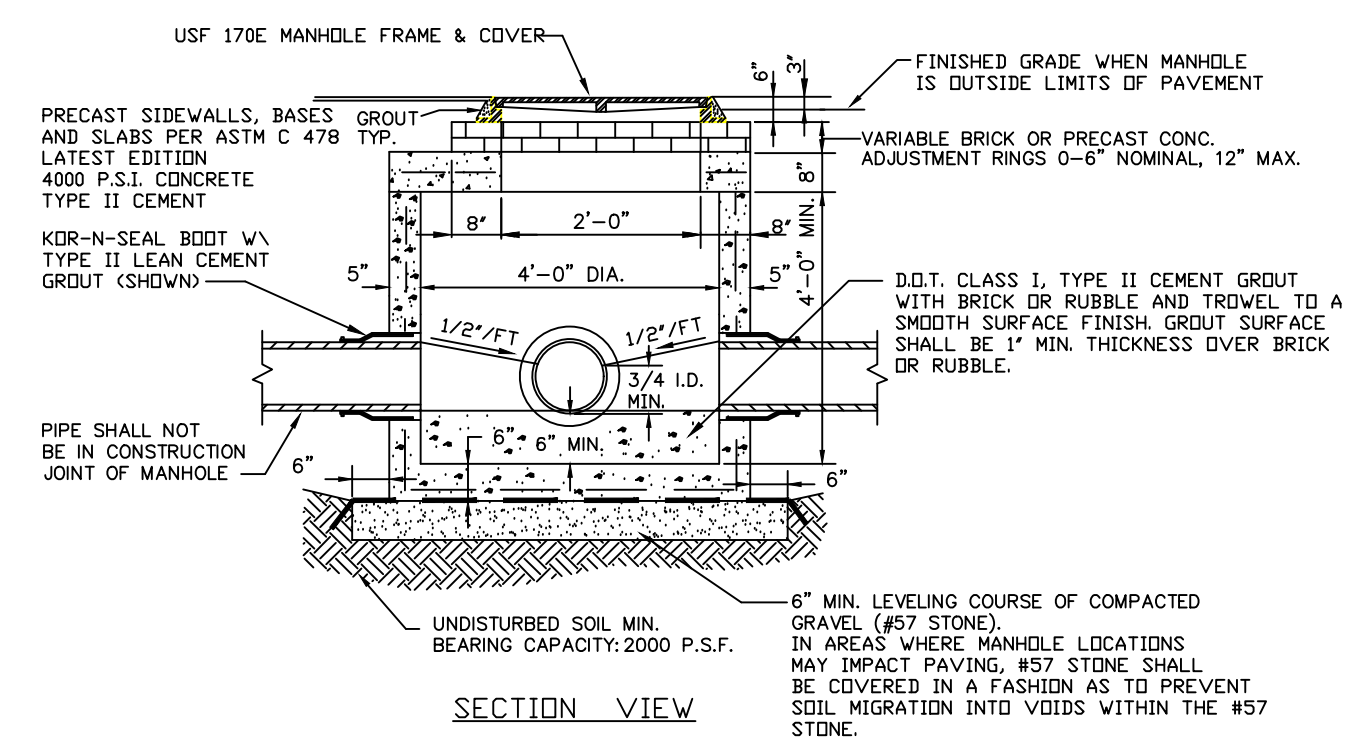
CITY OF GREEN COVE SPRINGS
321 WALNUT STREET
GREEN COVE SPRINGS, FLORIDA 32043



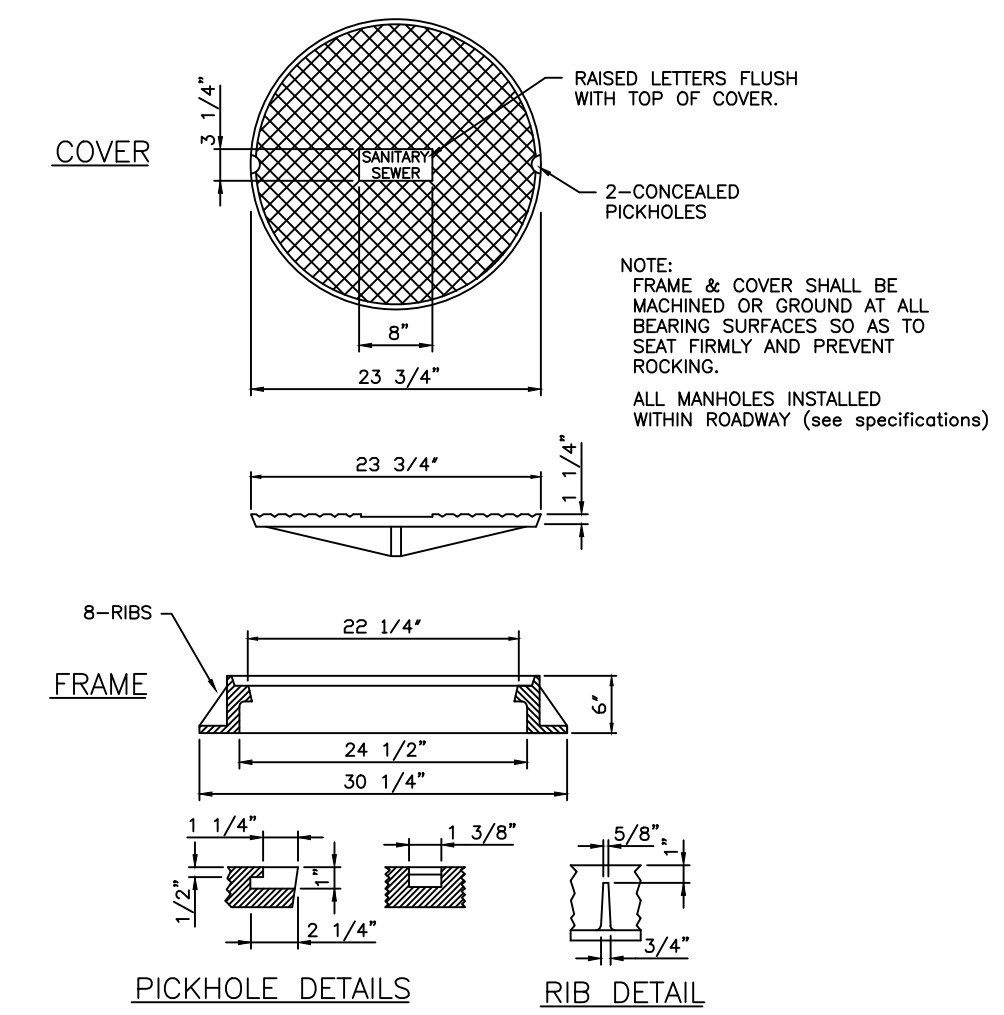
COMPACTION IN ROADWAYS AROUND MANHOLES
COMPACTION SHALL BE IN 12" LIFTS. THE LAST 18" WILL BE LIMEROCK, 2" AROUND MANHOLE TOP COMPACTED TO 98% MAXIMUM DENSITY WITH LBR OF 100 TO THE FINISHED LIMEROCK GRADE. NO BRICK ADJUSTMENTS WILL BE ALLOWED IN ROADWAYS (ONLY GRADE RINGS WILL BE ACCEPTED).



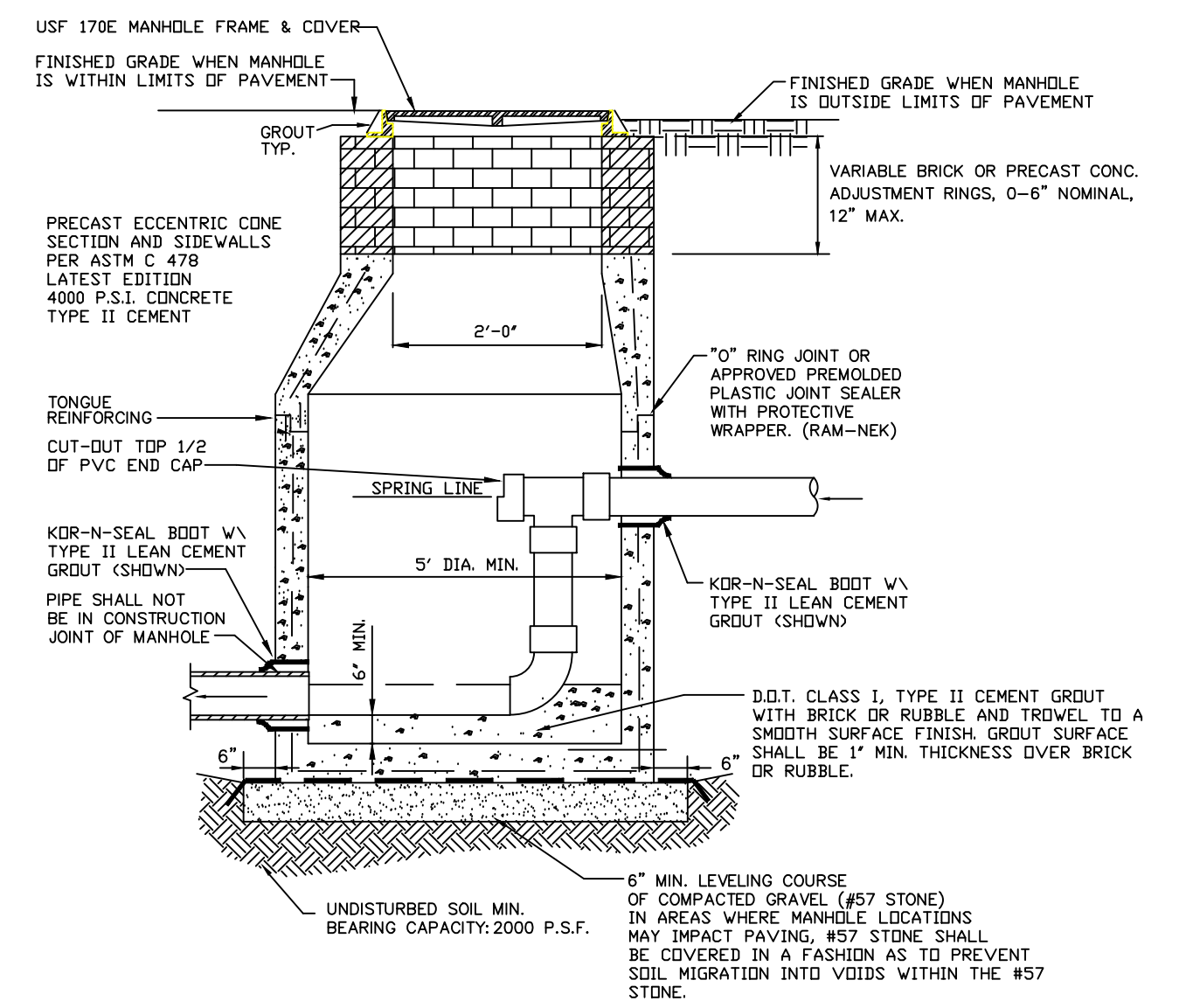
SANITARY SEWER MANHOLE



SHALLOW SANITARY SEWER MANHOLE

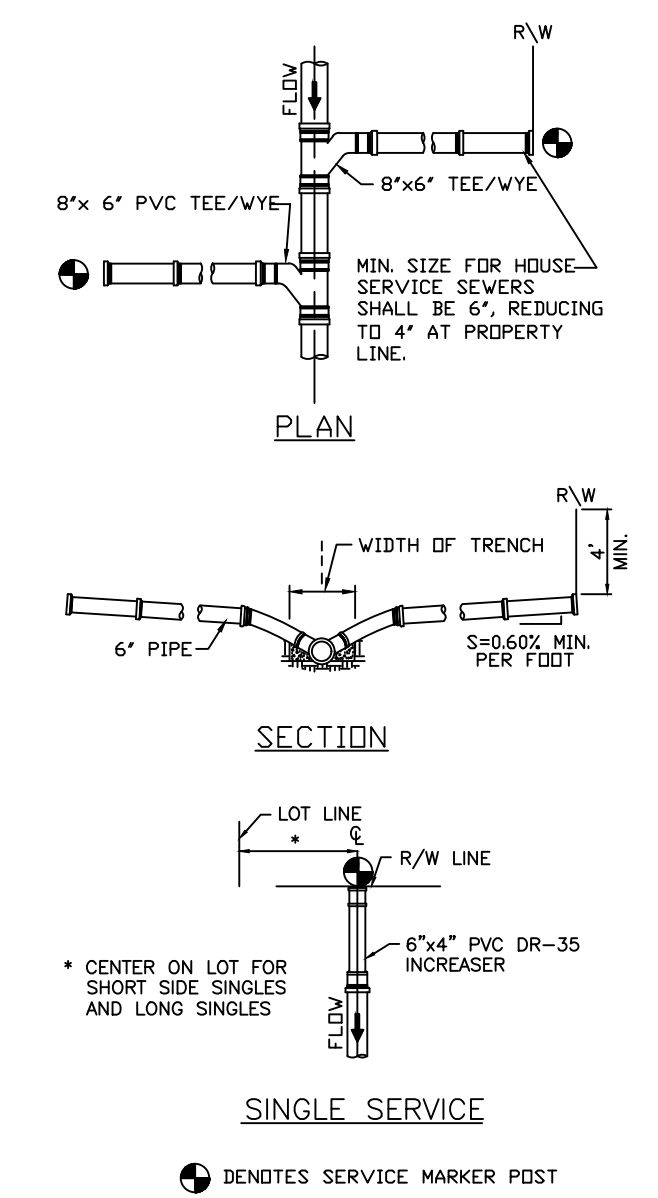


SANITARY SEWER MANHOLE FRAME + COVER

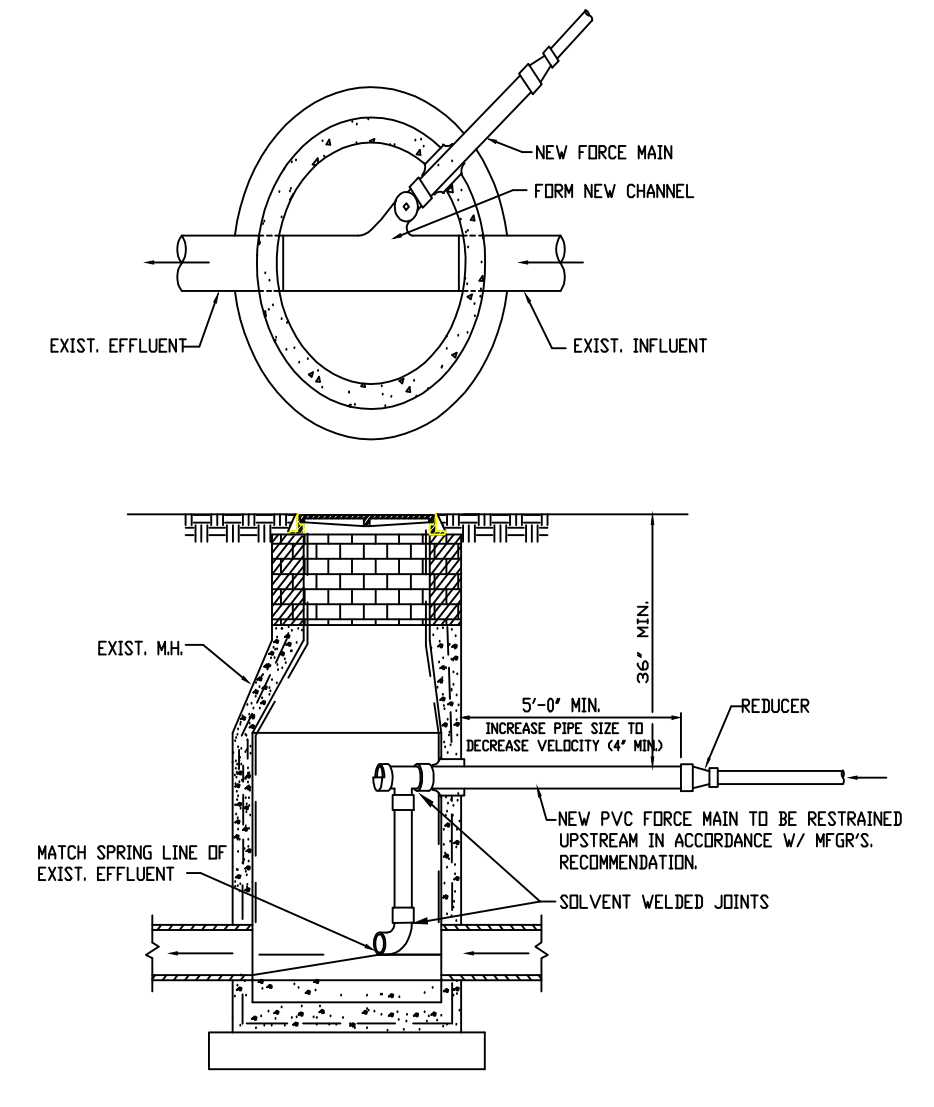


NOTE: FOR ADDITIONAL MANHOLE SPECIFICATIONS, SEE 'SANITARY SEWER MANHOLE' DETAIL THIS SHEET. MAXIMUM ALLOWABLE DIFFERENCE IN INVERT ELEVATION WITHOUT INTERNAL DROP CONNECTION IS 24'.

TYPICAL GRAVITY SEWER DROP PIPE CONNECTION TO MANHOLE

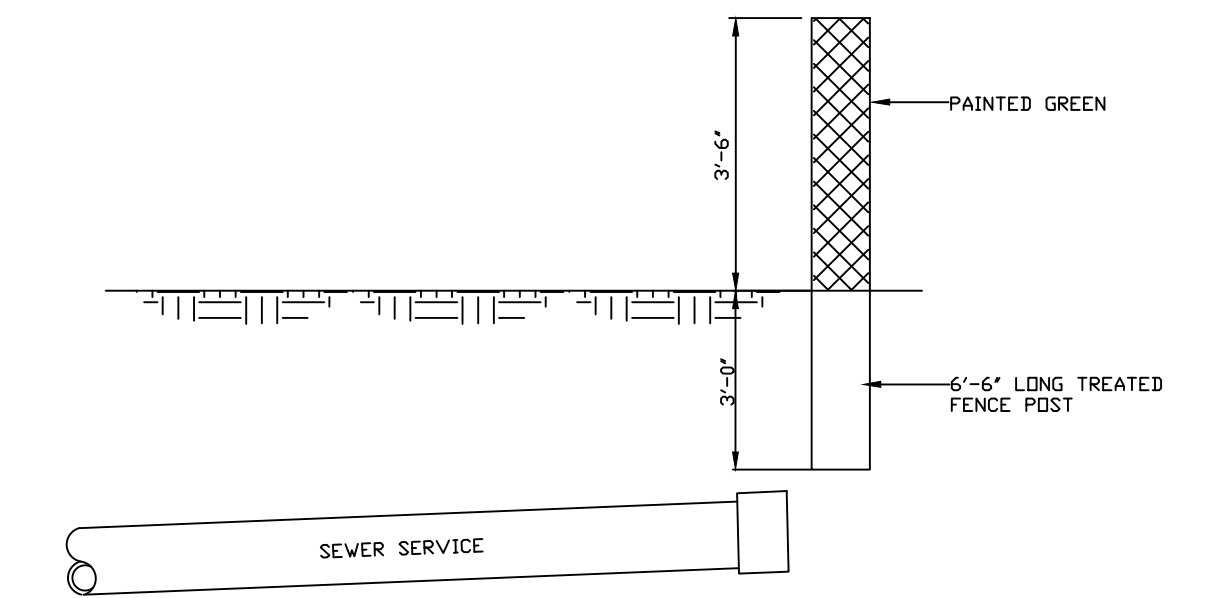


STANDARD SINGLE SEWER SERVICE LATERALS

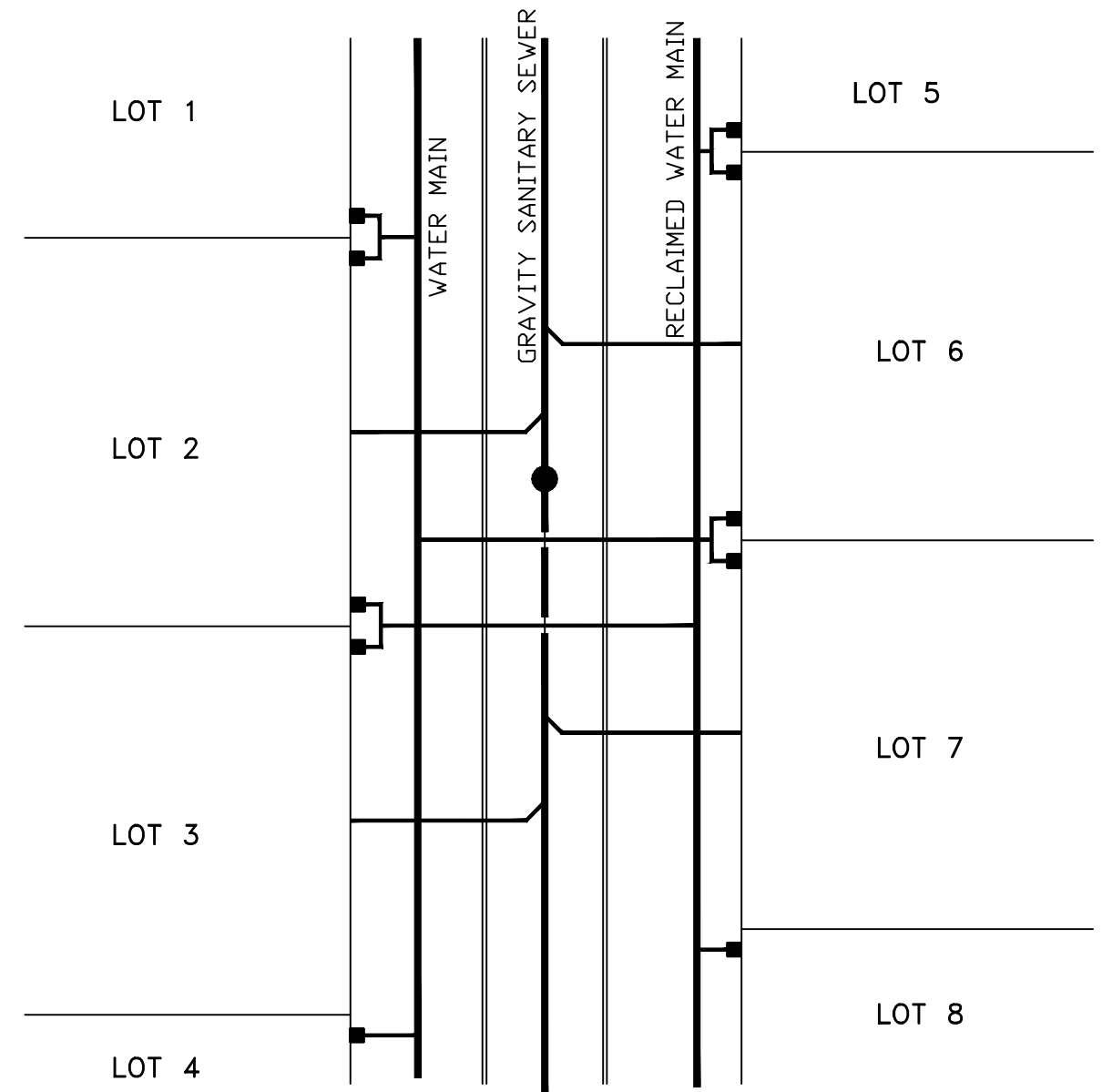


TYP. FORCE MAIN CONNECTION TO MANHOLE

NOTE: 1. THIS MANHOLE AND THE NEXT TWO MANHOLES DOWNSTREAM (AS REQUIRED BY UTILITY) ARE TO HAVE POLYETHYLENE LINER AS MANUFACTURED BY TAYLOR PRECAST CO. OR APPROVED EQUAL.
2. SIZE OF DROP PIPE CONNECTION TO MANHOLE SHALL BE DESIGNED BY THE PROJECT ENGINEER. MINIMUM SIZE SHALL BE 4". CONNECTION AND DROP PIPE SHALL BE SIZED TO REDUCE THE VELOCITY AND PREVENT 'SPLASHOVER' WITHIN THE MANHOLE. 5'-0" MINIMUM DISTANCE FROM MANHOLE TO REDUCER MAY BE INCREASED TO ASSIST IN THIS VELOCITY REDUCTION.



SEWER SERVICE MARKER POST



TYPICAL WATER AND SEWER SERVICE LOCATION PLAN

- 1) ALL WATER AND REUSE DOUBLE SERVICES ON PROPERTY LINE.
- 2) ANY SINGLE WATER OR REUSE SERVICE LINES ON LOT LINE.
- 3) ALL SEWER SERVICES ARE TO CENTER OF LOTS.

PHASE	USE	INTENSITY	DATE OF COMMENCEMENT	DATE OF COMPLETION
1	MULTIFAMILY	28DU	10/1/2024	3/1/2025

ORDINANCE NO. O-05-2020

AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA REZONING ±3.8 ACRES OF PROPERTY LOCATED ON VERMONT AVE IDENTIFIED AS TAX ID NUMBERS 017642-000-00 AND 017648-000-00, MORE PARTICULARLY DESCRIBED BY EXHIBIT “A” AND SHOWN IN EXHIBIT “B”, FROM R-1 TO PUD, PLANNED UNIT DEVELOPMENT, SPECIFICALLY DESCRIBED HEREIN AND THROUGH EXHIBIT “C” SITE PLAN; 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 Brent White (“Agent”) on behalf of Graylon Oaks Land Trust (“Owner”); and

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

WHEREAS, the Owner wishes to construct the Project, consisting of a fourteen (14) lot subdivision, at 016742-000-00 & 016748-000-00, the legal description for which 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 March 26, 2020 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 April 7, 2020 and April 21, 2020 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 from Single Family Residential R-1 to Planned Unit Development, PUD, for Tax Parcel Numbers 38-06-26-016742-000-00 and 38-06-26-016748-000-00, 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", the PUD Site Plan found in Exhibit "D", and the elevations found in Exhibit "E" 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 7th DAY OF APRIL 2020.


FLORIDA

CITY OF GREEN COVE SPRINGS,



Steven R. Kelley, 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 21ST DAY OF APRIL 2020.**


FLORIDA

CITY OF GREEN COVE SPRINGS,




Steven R. Kelley, Mayor

ATTEST:



Erin West, City Clerk

APPROVED AS TO FORM:



L. J. Arnold, III, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION:

LEGAL DESCRIPTION AS SHOWN ON OFFICIAL RECORD BOOK 2815 PAGE 524
A PARCEL OF LAND SITUATED IN LOT "C", BLOCK 102, PALMER AND FERRIS TRACT, GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA, ACCORDING TO PLAT

THEREOF RECORDED IN PLAT BOOK 1, PAGE 44 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, SAID PARCEL BONG MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1, ST. JOHNS MOBILE HOME VILLAGE, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 32 OF SAID PUBLIC RECORDS; THENCE ON THE WEST LINE OF VERMONT STREET RUN SOUTH 20 DEGREES 17 MINUTES 22 SECONDS EAST. 278.73 FEET TO THE SOUTH LINE OF SAID LOT "C"; THENCE ON SAID SOUTH LINE, SOUTH 64 DEGREE 00 MINUTES 00 SECONDS WEST, 429. 41 FEET TO THE WEST LINE OF SAID LOT "C"; THENCE ON SAID WEST LINE, NORTH 20 DEGREE 14 MINUTES 51 SECONDS WEST 326.09 FEET TO THE: SOUTH LINE OF SAID ST. JOHNS MOBILE HOME VILLAGE; THENCE ON SAID SOUTH LINE. NORTH 70 DEGREES 19 MINUTES 51 SECONDS EAST, 427.07 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION AS SHOWN ON OFFICIAL RECORD BOOK 2815 PAGE 522
BEGINNING AT THE SE CORNER OF HENRY LENDERS LAND THENCE RUNNING

EASTERLY SIX CHAINS ANO THIRTY SIX LINKS PARALLEL WITH CYLDEVIEW AVENUE TO VERMONT AVENUE, THENCE ALONG THE WEST SIDE OF VERMONT AVENUE NORTHERLY NINETY-SIX FEET, THENCE WESTERLY SIX CHAINS AND THIRTY-SIX LINKS TO H. LENDERS

EAST LINE, THENCE SOUTHERLY ALONG LENDERS EAST LINE ONE HUNDRED FEET TO THE PLACE OF BEGINNING; CONTAINING ONE ACRE MORE OR LESS, THE SAME BEING A PORTION OF A CERTAIN FOUR ACRE LOT CONVEYED BY WM. THOMPSON CO MRS. M.E. BEMIS BY DEED DATED DECEMBER 21ST, 1883, RECORDED IN BOOK "L" PAGES 605 & 606 OF THE PUBLIC RECORDS OF CLAY COUNTY. FLORIDA.

LESS AND EXCEPT OFFICIAL RECORDS BOOK 3331, PAGE 1520 PARCEL 1

A PARCEL OF LAND SITUATED IN LOT "A" AND LOT "B", BLOCK 102, PALMER AND

FERRIS TRACT, IN THE TOWN OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT "A", BLOCK 102, PALMER AND FERRIS TRACT IN THE TOWN OF GREEN COVE SPRINGS, AND RUN NORTH 64 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF LOT "A",

WHICH IS ALSO THE SOUTH LINE OF THE TOWN OF GREEN COVE SPRINGS,
FOR A
DISTANCE OF 79.83 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE
ON LAST SAID LINE NORTH 64 DEGREES 00 MINUTES 00 SECONDS EAST, 30.17
FEET; THENCE NORTH 20 DEGREES 00 MINUTES 00 SECONDS WEST, 211.16
FEET; THENCE
SOUTH 64 DEGREES 00 MINUTES 00 SECONDS WEST, 110. 21 FEET TO THE
WEST LINE OF SAID
LOT "B"; THENCE ON LAST SAID LINE, AND ON THE WEST LINE OF SAID LOT
"A", SOUTH 20 DEGREES 00 MINUTES 00 SECONDS EAST, 100.55 FEET; THENCE
NORTH 64 DEGREES 00 MINUTES 00 SECONDS EAST, 79.83 FEET; THENCE
SOUTH 20 DEGREES 00 MINUTES 00 SECONDS EAST, 110.61 FEET TO THE POINT
OF BEGINNING.

CONTAINING 3.8 ACRES, MORE OR LESS.

SAID LANDS SITUATED, LYING AND BEING IN CLAY COUNTY, FLORIDA.

EXHIBIT "B"

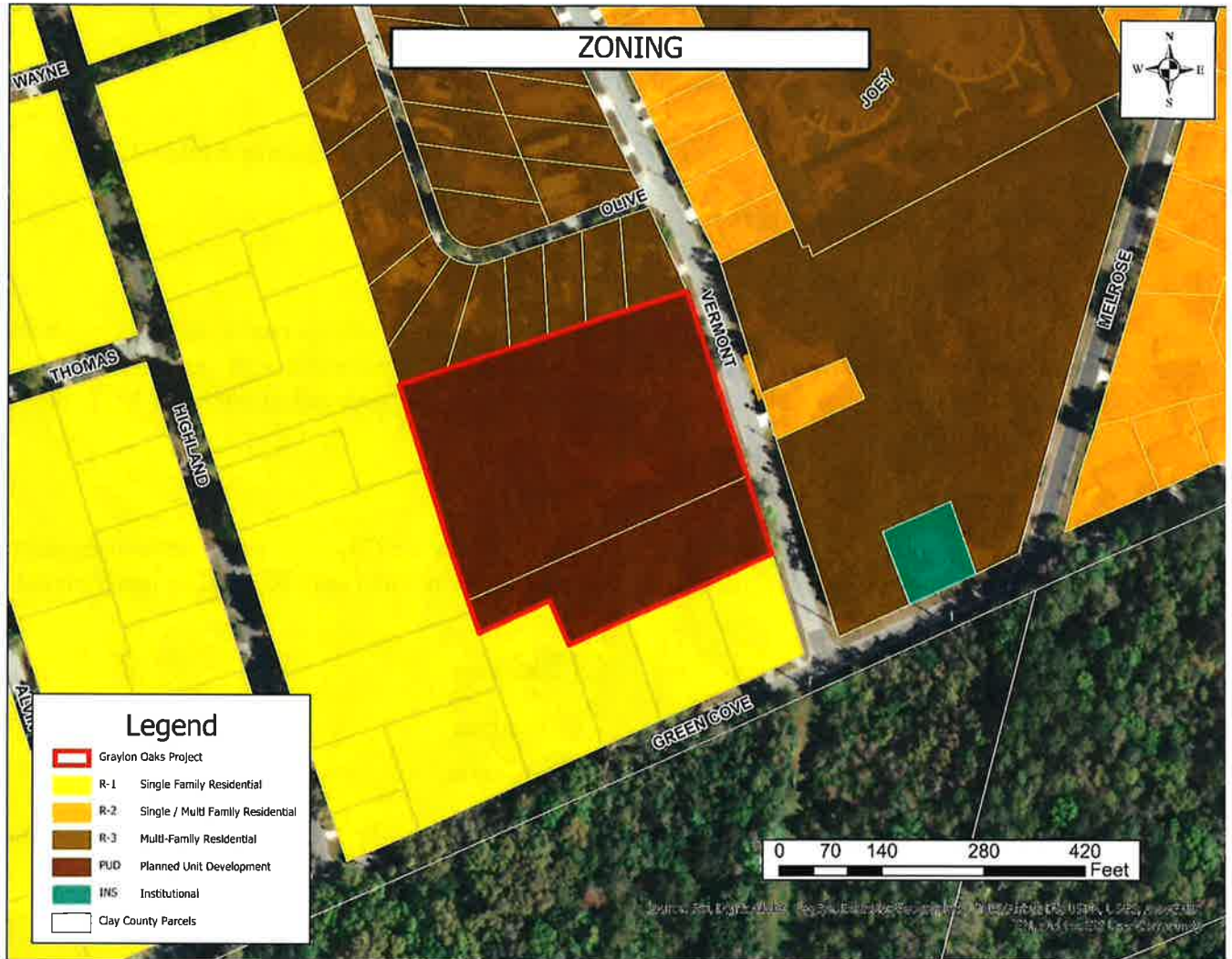


EXHIBIT “C”

PUD Written Description

Graylon Oaks PUD Written Description

Type of Development: **Two- Family Residential or Single Family Residential**

PROPERTY CHARACTERISTICS

Vegetation, Soils, & Drainage:

Vegetation on the site consists of large oak trees, laurel oaks, cabbage palms, saw palmetto bushes and pine. There are no wetlands onsite. Site has sandy soils throughout with site sloping from west to east to Vermont St. Site has a topography of 51’ to the west and dropping to 39’ to the east fronting Vermont St.

Utilities:

Central water and wastewater service will be provided by the City of Green Cove Springs; electric service will be provided by the City of Green Cove Springs and shall be installed underground.

ACREAGE SUMMARY

Total Property	3.8 Acres
Wetlands	0 Acres
DEVELOPABLE	3.8 Acres

MAXIMUM UNITS

Maximum units	30 units
---------------	----------

Proposed development

Residential Single Family & Two- Family Development

The property is consistent with the land use and zoning of the surrounding areas. The character of the proposed development is consistent with those of adjacent multi-family residential developments on Vermont Ave and abutting State Road 16. The parcels directly adjacent to the east and north currently have high-density land use and R-3 zoning. In addition, the subject

property is consistent with other similar properties in the surrounding areas of the city and is in conformity with local land use plans and zoning ordinances. The subject property will also create a much-needed affordable housing neighborhood that will have a great economic and fiscal benefit to the area and the community. The affordable housing community can be achievable by allowing a higher density similar to that of the adjacent properties.

Access

Access is provided from Vermont Ave. The subdivision will not be gated and roads within the development will be turned over to the city and would meet city requirements.

Proposed Density Standards

Residential- Single Family Dwelling

Minimum Lot Area	5000SF
Minimum Lot Width	50 Feet
Minimum Lot Depth	100 Feet
Minimum Living Area	1200 SF
Maximum Lot Coverage	40%

Residential- Two Family Dwelling

Minimum Lot Area	6000 SF
Minimum Lot Width	60 feet
Minimum Lot Depth	100 feet
Minimum required living area	1000 SF
Maximum Lot Coverage	40%

Yard Requirements – Primary Structures*

Front Porch	15 feet
Front Façade	20 feet
Side	7.5 feet; combined 15 feet
Rear	10 feet
Max Building Height- Primary Structures	35 feet

*All corner lots have two front yards. However, structures oriented parallel to a street must have the required front yard on such street, but the front yard on the remaining street may be 15 feet.

Permitted Uses

- a. Single family detached residential dwelling units
- b. Two family residential dwelling units
- c. Home occupations (pursuant to City Code Requirements)

Ingress, Egress and Circulation

- a. Minimum of 2 parking spaces per dwelling unit (4 per duplex). One parking space will be in driveway and one will be in the attached garage.
- b. The dimension of each driveway must be 10' x 20'.
- c. Each unit must include an attached garage at least 10' x 20'.
- d. There will be a 6' sidewalk along proposed street and along Vermont Avenue.

Landscaping

Landscaping per Section 113-244 of the Land Development Regulations

- a. Landscape requirements for each one or two-family dwelling (duplex) shall be as follows:
 1. At least one canopy tree, 2.5 inches DBH, shall be located in the required front yard of each dwelling unit. Each duplex will have two canopy trees.
- b. Perimeter Landscaping shall be as follows:
 1. Provide additional perimeter landscaping along Vermont Avenue with one new shade tree per 50' of road frontage subject to the requirements of Sec. 113-244(d)(3) and installation and maintenance requirements set forth in Section 113-247(b).
 2. A minimum of 4 understory/subcanopy trees shall be planted around the intersection of Vermont and the proposed new roadway
 3. Provide the following buffer to the south and west of the property:
 - A) Single-Family development:
 - Provide a 10' landscape buffer of one new shade tree every 50 feet of width and nine (9) shrubs every 100 feet of width adjacent to properties subject to the requirements set forth in Section 113-244(d)(3) and installation and maintenance requirements set forth in Sec. 113-247(b). Or
 - Provide an opaque privacy fence, 6' in height and a landscape buffer of one new canopy tree every 50 feet of width on the subject property side of the fence , subject to the buffer and landscape

design requirements set forth in Section 113-244(d)(3) and 113-247 of the City's Land Development Code.

B) Two-Family Development:

- Provide a 20' landscape buffer of one new shade tree every 50 feet of width and nine (9) shrubs every 100 feet of width adjacent to properties subject to the requirements set forth in Section 113-244(d)(3) and installation and maintenance requirements set forth in Sec. 113-247(b). Or
- Provide an opaque privacy fence, 6' in height and a landscape buffer of one new canopy tree every 50 feet of width on the subject property side of the fence, subject to the buffer and landscape design requirements set forth in Section 113-244(d)(3) and 113-247 of the City's Land Development Code.

Tree Survey

- a. A tree survey measuring trees 12" or greater shall be required as part of the subdivision review. Tree removal mitigation will be required as stipulated in City Code Section 113279

Tree Preservation

1. Trees to be preserved onsite:
 - a. Live Oak Trees
 - b. The rear 20' along the south and west property lines shall be kept in a natural condition with all canopy/shade trees preserved
 - c. Viable shade/canopy trees within 15' of Vermont Avenue shall be preserved.

2. Tree protections requirements shall comply with Section 113-248, and in addition: an ISA certified arborist or equivalent horticulture professional shall be hired to evaluate trees to be saved, ensure adequate root area is provided and grade changes are not altered within critical root area, prescribe treatments to preserve the trees and oversee tree protection during the construction process. Trees or branches of trees that are adjacent to or hanging over into adjacent neighboring properties shall be evaluated for safety by the certified arborist and removed or appropriately pruned or other measures as required by the certified arborist.

Miscellaneous

Development requirements not specifically mentioned shall be consistent with all requirements for the City of Green Cove Springs R-2 Zoning district and all other applicable Land Development Code Requirements

Development Plan

The project will be developed in a single phase. The required right of way buffers shall be constructed by the developer and completed prior to the issuance of a certificate of occupancy for any residential dwelling not constructed as a model unit within the subdivision.

All common areas and stormwater management facilities /drainage areas shall be maintained by a legally established Homeowner's or Property Owner's Association. All finalized legal documents demonstrating the creation of the HOA or POA and its responsibilities must be submitted with the Final Plat submittal for the Graylon Oaks PUD.

Stormwater analysis shall be required with the subdivision application that demonstrates consistency with the City of Green Cove Springs and St Johns River Water Management District requirements.

Regulations regarding Guarantees and Sureties as stipulated in Chapter 101, Article II, Division 5 and Subdivision 5 shall be provided as part of the subdivision approval process.

EXHIBIT “E” Elevations





City of Green Cove Springs Subdivision Application

FOR OFFICE USE ONLY

Item #28.

P Z File # _____

Application Fee: _____

Filing Date: _____ Acceptance Date: _____

Review Type: SRDT P & Z CC

- Major Subdivision – Over 5 Lots
- Minor Subdivision - 3 to 5 Lot – Final Plat only, with fee

A. PROJECT

1. Project Name: Graylon Oaks
2. Address of Subject Property: Vermont Avenue
3. Parcel ID Number(s): 016748-000-00 & 016742-000-00
4. Existing Use of Property: vacant (wooded)
5. Future Land Use Map Designation : RLD
6. Zoning Designation: PUD
7. Acreage: 3.80

B. APPLICANT

1. Applicant's Status Owner (title holder) Agent
2. Name of Applicant(s) or Contact Person(s): Brent White Title: _____
Company (if applicable): Graylon Oaks Land Trust
Mailing address: 4279 Cedar Road
City: Orange Park State: FL ZIP: 32065
Telephone: (904) 219-8358 FAX: (____) _____ e-mail: brentwhite16@gmail.com

3. If the applicant is agent for the property owner*:

Name of Owner (title holder): _____
 Company (if applicable): _____
 Mailing address: _____
 City: _____ State: _____ ZIP: _____
 Telephone: (____) _____ FAX: (____) _____ e-mail: _____

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

C. ADDITIONAL INFORMATION

1. Is there any contract 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

PRELIMINARY PLAT ATTACHMENTS (One copy: 24" X 36" with 3" left margin and ½" top, bottom, and right margins, one copy reduced to no greater than 11 x 17, plus one copy in PDF format)

1. Plans, including but not limited to:
 - a. Scale: at least 1" = 200'.
 - b. Proposed Name of Subdivision.
 - c. Name, address, and telephone number of the subdivider and agent of the subdivider.
 - d. Name, address, telephone number and registration number of the surveyor or engineer.
 - e. Date of boundary survey, north arrow, graphic scale, date of plat drawing, and space for revision dates.
 - f. Vicinity map.
 - g. Total acreage of lots and total number of lots.
 - h. Legal description of property to be subdivided.
 - i. Names of owners of adjoining land with their approximate acreage or, if developed, names of abutting subdivisions.
 - j. Preliminary layout including streets and easements with dimensions, lot lines with approximate dimensions, land to be reserved or dedicated for public or common uses, and any land to be used for purposes other than single-family dwellings.
 - k. Block letters and lot numbers, lot lines, and scaled dimensions.
 - l. Zoning district boundaries on abutting properties.
 - m. Proposed method of water supply, sewage disposal, and drainage, and electric service.
 - n. Minimum building setback lines as required by the Land Development Regulations.
 - o. Natural features, including lakes, marshes or swamps, water courses, wooded areas, and land subject to the 100-year flood as defined by FEMA official flood maps.
 - p. Surface drainage and direction of flow and method of disposition and retention indicated.
 - q. Tree survey.
2. Existing and/or proposed covenants and restrictions.
3. Stormwater management plan - including the following:
 - a. Existing contours at one (1) foot intervals.
 - b. Proposed finished floor elevation of each building site.
 - c. Existing and proposed stormwater management facilities with size and grades.
 - d. Proposed orderly disposal of surface water runoff.
 - e. Centerline elevations along adjacent streets.
4. Legal description with tax parcel number.
5. Warranty Deed or other proof of ownership.
6. Proof of payment of taxes.
7. Permit or Letter of Exemption from the St. Johns River Water Management District.
8. Concurrency Application
9. Fee.
 - a. Minor Subdivision – 3 to 5 lots:
 - i. \$750 plus \$5 per lot
 - b. Major Subdivision – More than 5 lots:
 - i. \$1,000 plus \$5 per lot
 - c. All applications are subject 10% administrative fee and must pay the cost of any outside consultants' fees.

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 9 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.

Within twelve (12) months of the approval of the Subdivision Preliminary Plat, Construction Plans must be reviewed

CONSTRUCTION PLANS ATTACHMENTS - ATTACHMENTS (One copy: 24" X 36" with 3" left margin and ½" top, bottom, and right margins, one copy reduced to no greater than 11 x 17, plus one copy in PDF format)

1. A copy of this original application must accompany the submission.
2. Plans, to include but not limited to:
 - a. Scale: 1inch=200 ft.
 - b. A topographic map of the subdivision with maximum contour intervals of one foot where overall slopes are zero percent to two percent, two feet where slopes are over two percent, based on U.S. Coastal and Geographic Datum. This topographic map must be prepared by a land surveyor.
 - c. A contour drainage map of the stormwater basins. The outlines and sizes, measured in acres, of all existing and proposed drainage areas shall be shown and related to corresponding points of flow concentration. Each drainage area shall be clearly delineated. Flow paths must be indicated throughout. Any existing and proposed structures affecting the drainage must be shown.
 - d. Plans showing proposed design features and typical sections of canals, swales and all other open channels, storm sewers, all drainage structures and other proposed subdivision improvements.
 - e. Plans and profiles for all proposed streets and curbs. Where proposed streets intersect existing streets, elevations and other pertinent details shall be shown for existing streets for a distance of 300 feet from point of intersection.
 - f. Plans of any proposed water distribution system and sanitary sewer collection system showing pipe sizes and location of valves, pumping stations and fire hydrants.
 - g. Plans for all road and street signs and street names signs showing the location of such signage and any other traffic safety control devices that is required or proposed. In addition, the specifications for such signage shall be provided as part of this plan, which shall detail in diagram form as necessary the size, material, color, and specifications for installation of such signage.
3. Legal description with tax parcel number.
4. Warranty Deed or other proof of ownership.
5. Proof of payment of taxes.
6. Permit or Letter of Exemption from the St. Johns River Water Management District.

All 6 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.

Within six (6) months of the approval of Construction Plans, the applicant must submit an application for Final Plat for review. The applicant must also provide a surety device for the public improvements must be submitted in accordance with Section 90-243.

FINAL PLAT ATTACHMENTS - ATTACHMENTS (One copy: 24" X 36" with 3" left margin and ½" top, bottom, and right margins, one copy reduced to no greater than 11 x 17, plus one copy in PDF format)

1. A copy of this original application must accompany the submission.
2. Plans, to include but not limited to:
 - a. Name of subdivision shall be shown in bold legible letters, as stated in Chapter 177, Florida Statutes. The name of the subdivision shall be shown on each sheet included and shall have legible lettering of the same size and type including the words "section," "unit," "replat," "amended," etc.
 - b. Name and address of subdivider.
 - c. North arrow, graphic scale, and date of plat drawing.
 - d. Vicinity map.
 - e. Exact boundary line of the tract, determined by a field survey, giving distances to the nearest one-hundredth foot and angles to the nearest minute, shall be balanced and closed with an apparent error of closure not to exceed one in 5,000.
 - f. Legal description of the property to be subdivided.
 - g. Names of owners of adjoining lands with their approximate acreage or, if developed, names of abutting subdivisions.
 - h. Location of streams, lakes and swamps, and land subject to the 100-year flood as defined by the Federal Emergency Management Agency, official flood maps.
 - i. Bearing and distance to permanent points on the nearest existing street lines of bench marks or other permanent monuments (not less than three (3)) shall be accurately described on the plat.
 - j. Municipal lines shall be accurately tied to the lines of the subdivision by distance and angles when such lines traverse or are reasonably close to the subdivision.
 - k. The closest land lot corner shall be accurately tied to the lines of the subdivision by distance and angles.
 - l. Location, dimensions, and purposes of any land reserved or dedicated for public use.
 - m. Exact locations, width, and names of all streets within and immediately adjoining the proposed subdivision.
 - n. Street right-of-way lines must show deflection angles of intersection, radii, and lines of tangents.
 - o. Lot lines, dimensions, and bearings must be shown to the nearest one hundredth (1/100) foot.
 - p. Lots must be numbered in numerical order and blocks lettered alphabetically.
 - q. Accurate location and description of monuments and markers.
 - r. Minimum building front yard setback lines as required by the Land Development Regulations as determined by the property's zoning.
 - s. Reference to recorded subdivision plats of adjoining platted land shall be shown by recorded names, plat book, and page number.
 - t. Covenants and restrictions notice in accordance with Chapter 177.091(28), Florida Statutes.
 - u. Dedication to the public by the owners of the land involved of all streets, drainage easements, and other rights-of-way however designated and shown on the plat for perpetual use for public purposes, including vehicular access rights where required. If the property is encumbered by a mortgage, the owner of the mortgage shall join in the dedication or in some other manner subordinate the mortgagee's interest to the dedication of public right-of-way.
 - v. Certification that all payable taxes have been paid and all tax sales against the land redeemed.
 - w. Title certification as required by Chapter 177, Florida Statutes.
3. Legal description with tax parcel number.
4. Warranty Deed or other proof of ownership.
5. Proof of payment of taxes.
6. Permit or Letter of Exemption from the St. Johns River Water Management District.

All 6 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:

[Handwritten Signature]

Signature of Applicant

Brent White

Typed or printed name and title of applicant

7/16/2020

Date

Signature of Co-applicant

Typed or printed name of co-applicant

Date

State of Florida County of Clay

The foregoing application is acknowledged before me this 16 day of July, 2020 by Brent

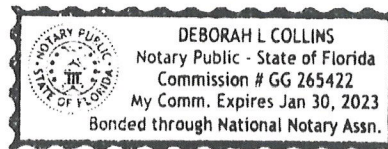
White, who is/are personally known to me, or who has/have produced

as identification.

NOTARY SEAL

[Handwritten Signature]

Signature of Notary Public, State of FL





SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

Item #28.

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Graylon Oaks Land Trust as Principal, and The Ohio Casualty Insurance Company, a corporation organized and doing business and under and by virtue of the laws of the State of _____ and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto City of Green Cove Springs

as Obligee, in the sum of Five Hundred Forty Five Thousand Seven Hundred Fifty Seven and Nineteen Cents (\$545,757.19) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, has agreed to construct in Graylon Oaks Application 2021-00174 Subdivision, in Green Cove Springs, FL the following improvements: the hard costs as outlined in the Engineer's Cost Estimate attached as Exhibit A

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement or agreements during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 13th day of August, 2024.

Graylon Oaks Land Trust Principal

BY: _____

Ohio Casualty Insurance Company

BY: Stephen A. Murray, Attorney-in-Fact





May 29, 2024

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

Re: **Graylon Oaks**
Application #2021-00174

We hereby request approval by your department for a bond in the amount of **\$545,757.19** for the above referenced project. To the best of my knowledge and belief, the attached Schedule of Values is accurate and the total is adequate to complete the improvements in accordance with the approved plans.

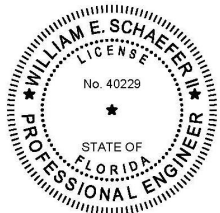
WORK ITEMS	CONTRACT AMOUNT	COMPLETE TO DATE	BALANCE TO COMPLETE
Hard Costs			
1 General Conditions	\$37,100.47	\$0.00	\$37,100.47
2 Clearing & Earthwork	\$92,193.81	\$0.00	\$92,193.81
3 Drainage System	\$93,627.59	\$0.00	\$93,627.59
4 Roadway *	\$158,880.90	\$0.00	\$158,880.90
5 Sanitary Sewer	\$55,557.03	\$0.00	\$55,557.03
6 Water System	\$58,783.10	\$0.00	\$58,783.10
Total:	\$496,142.90	\$0.00	\$496,142.90
Plus: (10%)			\$49,614.29
Total Bond Amount:			\$545,757.19

- * Roadway includes curb and gutter, sub-base, base, prime, asphalt, signage.
- ** Items 1-6 above include engineering, surveying, development administration, etc.

If you have any questions or comments please do not hesitate to call.

Sincerely,

Dominion Engineering Group, Inc.



William E Schaefer II
 This item has been digitally signed and sealed by WILLIAM E SCHAEFER II, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
 2024.05.29 12:17:51 -04'00'

William E Schaefer II, PE (#40229)

Principal

Dominion Engineering Group, Inc.
4348 Southpoint Blvd, Suite 201
Jacksonville, Florida 32216
904-854-4500
www.dom-eng.com



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** September 3, 2024
FROM: Michael Daniels
SUBJECT: Final Plat for phase 1 of the Rookery Development for a portion of parcel #: 016515-008-00

PROPERTY DESCRIPTION

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

PROPERTY LOCATION: CR 15 A

PARCEL NUMBER: 016515-008-00

FILE NUMBER: FLUS-22-001, ZON-22-001, FLUS-22-002, PUD-22-001, CDA-22-001

CURRENT ZONING: PUD

FUTURE LAND USE DESIGNATION: NEIGHBORHOOD

SURROUNDING LAND USE

NORTH: FLU: Recreation
 Z: Recreation
 Use: Undeveloped

SOUTH: FLU: RLD
 Z: PUD
 Use: Undeveloped

EAST: FLU: Neighborhood/Industrial (County)
 Z: PUD / Heavy Industrial (County)
 Use: Undeveloped / Industrial

WEST: FLU: Industrial (County) / Recreation
 Z: Heavy Industrial (County) / Recreation
 Use: Commercial / Undeveloped

BACKGROUND

DEVELOPMENT DESCRIPTION:

The first phase of the Rookery Development is proposed for 231 units on 73.57 acres. The entire Rookery property, consisting of 560 acres was annexed into the City in 2021 and was approved for a Zoning designation of Planned Unit Development and a corresponding Development Agreement for the development of 2,100 residential dwelling units. The requirements set forth in the PUD and the Development Agreement are attached. As part of the approved Development Agreement, the applicant is required to construct Pearce Boulevard which shall traverse through the development and head north into property that is currently owned by the City and then head east over the railroad tracks and connect to US 17. In order to compensate the City for the acreage needed for the development of the roadway, the applicant has executed a land exchange where the applicant will provide property to the City in exchange for the acreage needed for the development of the

roadway. The City property was purchased as a part of a grant provided by the Florida Communities Trust for the development of a Regional Park.

The enclosed plan set includes:

- Final Plat
- Home Owners Association Documents
- Performance Bond

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat for the Phase 1 of the Rookery Subdivision subject to the following conditions:

1. The final plat shall be recorded in the official Clay County records within 30 days after City Council approval

RECOMMENDED MOTIONS:

Recommend approval of the Rookery Phase 1 Final Plat subject to staff comments.

ROOKERY PHASE 1

PLAT BOOK PAGE

SHEET 1 OF 14 SHEETS

SEE SHEET 3 FOR NOTES

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CITY OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA.

CAPTION

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, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly right of way line of State Road No. 23 (First Coast Outer Beltway), a variable width right of way per Florida Department of Transportation Right of Way Map Section 71493, with the Easterly right of way line of County Road No. 15A (South Oakridge Avenue), a 100' right of way per State Road Department Right of Way Map Section 7101-105; thence North 02°07'57" East, along said Easterly right of way line, 4742.08 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 02°07'57" East, along said Easterly right of way line, 2469.78 feet to the Southwesterly corner of those lands described and recorded in Official Records Book 4580, page 2153, of said Public Records; thence Easterly along the boundary line of last said lands the following 9 courses: Course 1, thence South 88°31'42" East, departing 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; thence South 58°16'29" East, departing said boundary line, 30.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 175.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 16°53'45", an arc length of 51.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 40°10'24" East, 51.42 feet; thence North 41°22'44" West, along a non-tangent line, 29.96 feet to a point on a non-tangent curve concave Southerly having a radius of 198.38 feet; thence Easterly along the arc of said curve, through a central angle of 47°45'50", an arc length of 165.38 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 73°41'49" East, 160.63 feet; thence South 05°22'04" West, along a non-tangent line, 24.76 feet to a point on a non-tangent curve concave Southwesterly having a radius of 175.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 67°09'24", an arc length of 205.12 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 51°03'13" East, 193.58 feet; thence South 77°07'44" East, along a non-tangent line, 159.64 feet; thence South 07°36'26" East, 27.75 feet to a point on a non-tangent curve concave Westerly having a radius of 329.63 feet; thence Southerly along the arc of said curve, through a central angle of 18°48'59", an arc length of 108.25 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South 05°32'51" East, 107.77 feet; thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 114.19 feet, through a central angle of 42°20'42", an arc length of 84.40 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 25°02'00" West, 82.49 feet; thence Southerly along the arc of a curve concave Easterly having a radius of 100.00 feet, through a central angle of 49°48'01", an arc length of 86.92 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 21°18'21" West, 84.21 feet; thence South 03°35'40" East, 137.02 feet to the point of curvature of a curve concave Northeasterly having a radius of 100.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 67°44'41", an arc length of 118.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 37°28'01" East, 111.47 feet; thence South 71°20'21" East, 100.70 feet to the point of curvature of a curve concave Southwesterly having a radius of 100.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 33°25'02", an arc length of 58.32 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 54°37'50" East, 57.50 feet; thence South 37°55'20" East, 92.83 feet to the point of curvature of a curve concave Westerly having a radius of 30.00 feet; thence Southerly along the arc of said curve, through a central angle of 109°39'38", an arc length of 57.42 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South 16°54'30" West, 49.05 feet; thence Westerly along the arc of a curve concave Northerly having a radius of 565.00 feet, through a central angle of 26°23'26", an arc length of 260.24 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 84°56'02" West, 257.95 feet; thence Westerly along the arc of a curve concave Southerly having a radius of 3150.00 feet, through a central angle of 01°46'01", an arc length of 97.15 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 82°45'16" West, 97.14 feet; thence South 06°21'43" West, along a non-tangent line, 120.00 feet to a point on a non-tangent curve concave Southerly having a radius of 3030.00 feet; thence Easterly along the arc of said curve, through a central angle of 00°05'48", an arc length of 5.11 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 83°35'22" East, 5.11 feet; thence South 06°27'32" West, along a non-tangent line, 60.00 feet; thence South 02°10'52" West, 86.73 feet; thence South 87°49'08" East, 76.56 feet; thence South 02°10'52" West, 45.00 feet; thence South 87°49'08" East, 36.97 feet; thence South 02°10'52" West, 100.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 25.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 47°10'52" West, 35.36 feet; thence South 02°10'52" West, 90.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 42°49'08" East, 35.36 feet; thence South 02°10'52" West, 60.00 feet; thence North 87°49'08" West, 1.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 30.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 47.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 47°10'52" West, 42.43 feet; thence South 02°10'52" West, 95.00 feet; thence North 87°49'08" West, 60.00 feet; thence South 02°10'52" West, 19.32 feet to the point of curvature of a curve concave Easterly having a radius of 530.00 feet; thence Southerly along the arc of said curve, through a central angle of 01°15'19", an arc length of 11.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01°33'13" West, 11.61 feet; thence North 87°49'08" West, along a non-tangent line, 148.85 feet to a point on a non-tangent curve concave Southwesterly having a radius of 30.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 86°29'30", an arc length of 45.29 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 44°34'23" East, 41.11 feet; thence Southerly along the arc of a curve concave Easterly having a radius of 650.00 feet, through a central angle of 16°22'41", an arc length of 185.80 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 09°30'58" East, 185.17 feet; thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 30.00 feet, through a central angle of 100°37'35", an arc length of 52.69 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 32°36'29" West, 46.17 feet; thence South 82°55'17" West, 49.39 feet to the point of curvature of a curve concave Southerly having a radius of 450.00 feet; thence Westerly along the arc of said curve, through a central angle of 17°01'13", an arc length of 133.68 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 74°24'40" West, 133.19 feet; thence Westerly along the arc of a curve concave Northerly having a radius of 30.00 feet, through a central angle of 69°35'32", an arc length of 36.44 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 79°18'10" West, 34.24 feet; thence South 45°29'35" West, along a non-tangent line, 290.34 feet to a point on a non-tangent curve concave Westerly having a radius of 30.00 feet; thence Southerly along the arc of said curve, through a central angle of 78°57'15", an arc length of 41.34 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 16°18'54" East, 38.15 feet; thence Southerly along the arc of a curve concave Easterly having a radius of 450.00 feet, through a central angle of 19°41'49", an arc length of 154.70 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 13°18'49" West, 153.94 feet; thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 30.00 feet, through a central angle of 68°18'06", an arc length of 35.76 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 37°36'58" West, 33.68 feet; thence South 18°13'59" East, along a non-tangent line, 76.77 feet to the point of curvature of a curve concave Northwesterly having a radius of 175.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 93°45'36", an arc length of 286.37 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 28°38'49" West, 255.47 feet; thence South 75°31'36" West, 76.77 feet to a point on a non-tangent curve concave Westerly having a radius of 30.00 feet; thence Southerly along the arc of said curve, through a central angle of 58°59'24", an arc length of 30.89 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 15°01'18" West, 29.54 feet;

CAPTION CONTINUATION

thence Southerly along the arc of a curve concave Easterly having a radius of 175.00 feet, through a central angle of 55°04'23", an arc length of 168.21 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 16°58'48" West, 161.81 feet; thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 30.00 feet, through a central angle of 117°16'24", an arc length of 61.40 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 48°04'49" West, 51.23 feet; thence Southwesterly along the arc of a curve concave Southeasterly having a radius of 175.00 feet, through a central angle of 102°05'52", an arc length of 311.84 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 55°40'05" West, 272.19 feet; thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 30.00 feet, through a central angle of 75°39'04", an arc length of 39.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 42°26'41" West, 36.80 feet; thence South 09°44'30" East, along a non-tangent line, 51.18 feet; thence South 42°13'32" West, 15.22 feet; thence South 84°56'54" West, 32.56 feet; thence North 55°45'45" West, 43.43 feet; thence North 51°15'09" West, 213.61 feet; thence North 87°52'03" West, 115.00 feet to the Point of Beginning.

Containing 74.06 acres, more or less.

CONSENT AND JOINDER

The undersigned hereby certifies that it is the holder of the mortgage, lien or other encumbrance recorded in Official Records Book 4750, Page 2139, of the Public Records of Clay County, Florida ("Mortgage"), encumbering the lands described in the caption hereon. The undersigned hereby joins and consents to the dedications by the Owner of the lands described in the Adoption and Dedication section herein, and agrees that the Mortgage shall be subordinated to said dedications.

Signed in the presence of:

D.R. Horton, Inc. – Jacksonville
A Delaware corporation

Print Name: _____

By: _____

Print Name: _____

Print Name: Philip A. Fremento

Its: Vice President

STATE OF FLORIDA, COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of [____] physical presence or [____] online notarization, this _____ day of _____, 2024, by Philip A. Fremento, the Vice President of D.R. Horton, Inc. – Jacksonville, a Delaware corporation, who [____] is personally known to me or who [____] has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission expires _____

Printed Name

Commission Number _____

CONSENT AND JOINDER

The undersigned hereby certifies that it is the holder of the mortgage, lien or other encumbrance recorded in Official Records Book 4750, Page 558, of the Public Records of Clay County, Florida ("Mortgage"), encumbering the lands described in the caption hereon. The undersigned hereby joins and consents to the dedications by the Owner of the lands described in the Adoption and Dedication section herein, and agrees that the Mortgage shall be subordinated to said dedications.

Flagstar Bank, N.A., A NATIONAL BANK
formerly known as Flagstar Bank, FSB, a federally chartered savings bank

Signed in the presence of:

Print Name: _____

By: _____

Print Name: _____

Print Name: Drew Szilagyi

Its: First Vice President

STATE OF TEXAS, COUNTY OF HARRIS

The foregoing instrument was acknowledged before me, by means of [____] physical presence or [____] online notarization, this _____ day of _____, 2024, by Drew Szilagyi, the First Vice President of Flagstar Bank, N.A., a national bank formerly known as Flagstar Bank, a federally chartered savings bank, who [____] is personally known to me or who [____] has produced _____ as identification.

Notary Public, State of Texas at Large

My Commission expires _____

Printed Name

Commission Number _____

ADOPTION AND DEDICATION

This is to certify that ADJ Rookery, LLC, a Florida limited liability company, hereinafter "Dedicator", is the lawful owner of the lands described in the caption hereon and that they have caused the same to be surveyed and subdivided, and that this plat known as ROOKERY PHASE 1 made in accordance with said survey is hereby adopted as the true and correct plat of said lands. All of the property that is designated on this plat as , Tracts "B", "C", "D", "E", "F", "G" and "H" (Stormwater Management Facility), Tracts "I", "J" (Perimeter Buffer), Tracts "K", "W" and "V" (Open Space), Tracts "L", "M", "N", "O", Tract "U" (Utility Tract), Tracts "P", "Q", "R", "S" and "X" (Landscape Buffer), Tract "T" (Recreation/Open Space), Fire Department Access Easements are hereby irrevocably and without reservation dedicated to the _____ Community Development District, its successors and assigns.

Palm Warbler Road, Anhinga Island Lane, Pearce Boulevard, Little Heron Place, Lark Sparrow Street, Audubon Avenue White Ibis Lane, Hatchling Court, Horned Lark Court, maintenance easements and unobstructed drainage and access easements and drainage easements are hereby irrevocably and without reservation dedicated to the City of Green Cove Springs, its successors and assigns.

The drainage easements through and over the lakes and filtration systems shown on this plat are hereby irrevocably dedicated to the Community Development District, its successors and assigns, and are subject to the following covenants which shall run with the land.

ADOPTION AND DEDICATION CONTINUATION

(1) The drainage easements hereby dedicated shall permit the City of Green Cove Springs, its successors and assigns, to discharge into said Stormwater Management Facility which these easements traverse, all water which may fall or come upon the land hereby dedicated, together with all soil, nutrients, chemicals and all other substances which may flow or pass from Pearce Boulevard, Little Heron Place, Lark Sparrow Street, Audubon Avenue, White Ibis Lane, Hatchling Court, Horned Lark Court: from adjacent land or from any other source of public waters into or through said Stormwater Management Facility, without any liability whatsoever on the part of the City of Green Cove Springs, its successors and assigns for any damage, injuries or losses to persons or property resulting from the acceptance or use of the drainage easements by the City of Green Cove Springs, its successors and assigns.

(2) Tracts "B", "C", "D", "E", "F", "G" and "H" shown on this plat, dedicated to the _____ Community Development District, is established for the placement and maintenance of stormwater retention/detention in the Stormwater Management Facility. _____ Community Development District shall remain responsible for the maintenance and/or repair of said Stormwater Management Facility in accordance with all applicable permits and laws, unless the tracts are conveyed to an owners association which has the duty and authority, and has accepted responsibility therefor, Clay County by acceptance of this plat assumes no responsibility for the removal or treatment of aquatic plants, animals, soil, chemicals or any other substance or thing that may ever be or come within said Stormwater Management Facility which these easements traverse, or any responsibility for maintenance or preservation of the water purity, water level or water depth, which responsibilities shall be those of Community Development District. The City of Green Cove Springs, its successors and assigns are hereby granted an easement for drainage purposes across said Tracts "B", "C", "D", "E", "F", "G" and "H" .

(3) The City of Green Cove Springs, its successors and assigns shall not be liable or responsible for the creation, operation, failure or destruction of Water level control equipment which may be constructed or installed by the developer or any other person within the area of the lands hereby platted, or of the Stormwater Management Facility shown on this plat, but shall have the right to modify the existence of the Stormwater Management Facility and that which retains it to effect adequate drainage including but not limited to, the right to remove any water level control structures or any part thereof. _____ developer and owner of the Stormwater Management Facility depicted in this plat, shall indemnify the City of Green Cove Springs and hold it harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the Stormwater Management Facility described above, or any part thereof, occasioned wholly or in part by any act or omission of _____, its agents, contractors, employees, servants, licensees or concessionaires with ROOKERY shall be bound by and subject to it.

PHASE 1. This indemnification shall run with the land and the successors and assigns of _____ shall be bound by and subject to it.

None of the foregoing shall prohibit the City of Green Cove Springs, from establishing a municipal service benefit unit, stormwater utility, transportation utility, or any other special assessment/fee system within any subdivision for the furnishing of roads, streets, drainage, or other benefits. Nor shall any of the foregoing prohibit the acceptance for maintenance of roads or common facilities by the City Council if after any filing of any plat the facilities to be accepted by the City Council for maintenance are upgraded to County acceptance standards by contribution of the local developer or homeowners or by establishment of a municipal service benefit district.

All easements for water and sewer systems, marked CCUA and shown on plat are hereby irrevocably and without reservation dedicated to Clay County Utility Authority (CCUA), its successors and assigns.

All easements for underground electrical distribution system, marked GCS and shown on plat are hereby irrevocably and without reservation dedicated to the City of Green Cove Springs (GCS), its successors and assigns.

Tract "A" (Lift Station Tract) is hereby irrevocably and without reservation dedicated to Clay County Utility Authority, its successors and assigns.

Tracts "B", "C", "D", "E", "F", "G" and "H" (Stormwater Management Facility), Tracts "I", "J" (Perimeter Buffer), Tracts "K", "W" and "V" (Open Space), Tracts "L", "M", "N", "O", Tract "U" (Utility Tract), Tracts "P", "Q", "R", "S" and "X" (Landscape Buffer), Tract "T" (Recreation/Open Space) and Fire Department Access Easements are hereby reserved unto the Dedicator, its successors and assigns.

Those easements designated as "AT&T Easements" are hereby irrevocably dedicated to Bellsouth Telecommunications, LLC, D/B/A AT&T Florida, its successors and assigns, for their exclusive use. Those easements designated as "AT&T Ingress and Egress" are hereby irrevocably dedicated to Bellsouth Telecommunications, LLC, D/B/A AT&T Florida, its successors and assigns, for their non-exclusive use.

In witness whereof, the undersigned Owner has executed this plat on the _____ day of _____, 2024.

ADJ Rookery, LLC,
a Florida limited liability company

By: RS-JDG Fund I, LLC,
a Florida limited liability company,
its Manager

By: AJ-DJ Stokes, LLC,
a Florida limited liability company,
its Manager

By: _____
Anand Jobalia
Manager

Witness

Witness

Print Name

Print Name

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of [____] physical presence or [____] online notarization, this _____ day of _____, 2024, by Anand Jobalia, as the Manager of AJ-DJ Stokes, LLC, a Florida limited liability company, the Manager of RS-JDG Fund I, LLC, a Florida limited liability company, the Manager of ADJ Rookery, LLC, a Florida limited liability company, on behalf of the company, who [____] is personally known to me or who [____] has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission expires _____

Printed Name

Commission Number _____

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

ROOKERY PHASE 1

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH,
RANGE 26 EAST, CITY OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 2 OF 14 SHEETS

SEE SHEET 3 FOR NOTES

CLERK'S CERTIFICATE

I certify that this plat was filed for recording on this _____ day of _____, 2024 in Plat Book _____,
Pages _____ through _____, of the Public Records of Clay County, Florida.

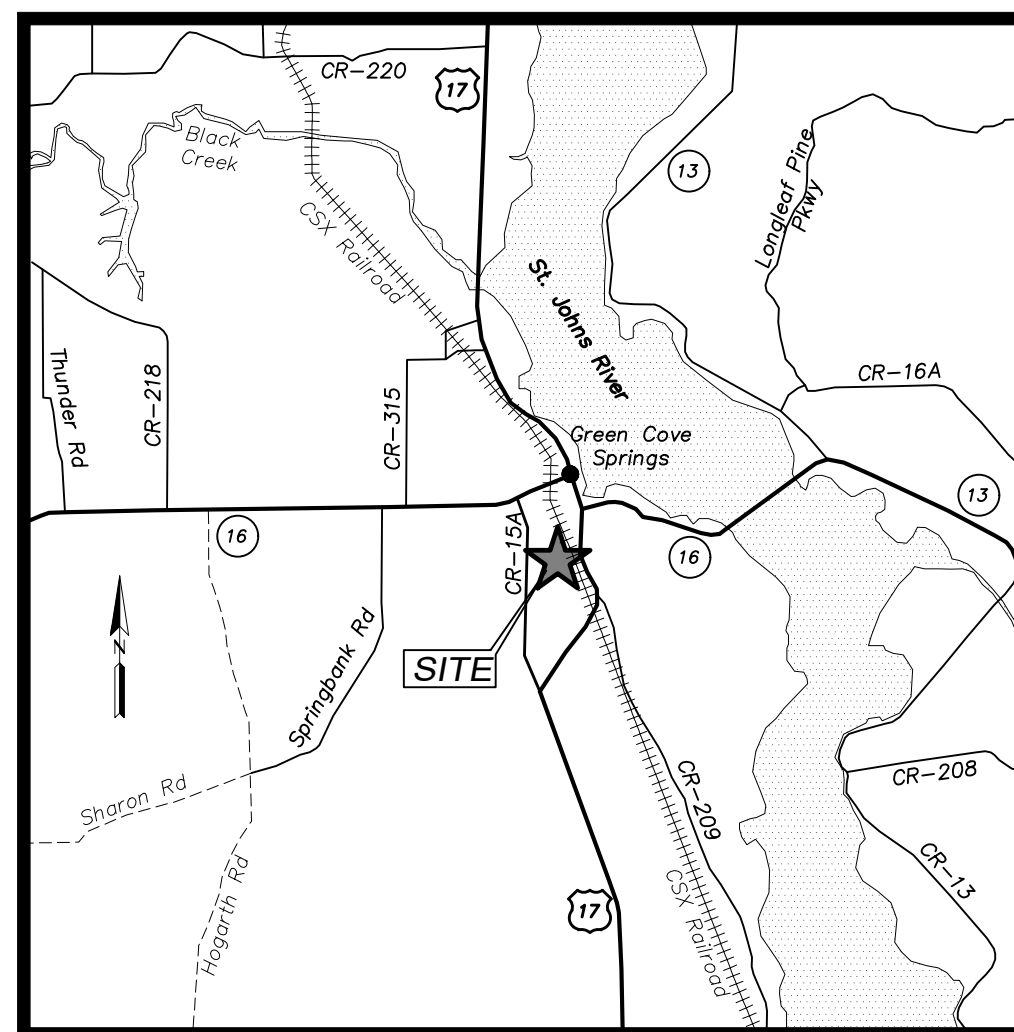
Tara S. Green, Clay County Clerk of Court

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

The City of Green Cove Springs City Council hereby approves this final plat of Rookery Phase 1 this _____ day
of _____, 2024.

Clerk of the City of Green Cove Springs

Mayor of the City of Green Cove Springs



VICINITY MAP
(NOT TO SCALE)

CERTIFICATE OF APPROVAL BY THE CITY ATTORNEY

The city of Green Cove Springs City Attorney approves this final plat of Rookery Phase 1 this ____ day
of _____, 2024.

City Attorney

SURVEYOR'S CERTIFICATE

Know all men by these presents, that the undersigned, being currently licensed and registered by
the State of Florida as a Professional Surveyor and Mapper, does hereby certify that the above
plat is a true and correct representation of the lands surveyed, platted and described, and was
made under the undersigned's responsible direction and supervision, and that the plat complies
with all of the survey requirements of Part 1, Chapter 177, Florida Statutes.

Signed and sealed this _____ day of _____, 2024.

Bob L. Pittman
Professional Surveyor and Mapper
State of Florida Registered Surveyor No. 4827

SURVEYOR'S CERTIFICATE OF REVIEW

The undersigned surveyor hereby certifies that he has reviewed this plat on behalf of Clay County, Florida, in
accordance with the requirements of Part 1, Section 177 Florida Statutes, and has determined that said plat
conforms with requirements of said Part 1, Chapter 177, Florida Statutes. The undersigned did not prepare this
plat. However, my review and certification does not include computation or field verification of any points or
measurements.

This certificate is made as of the ____ day of _____, 2024.

Signed: _____

Print Address: 11801 Research Drive _____

Print Name: Austin Blazs _____

Alachua, FL 32615 _____

Florida Registration No.: LS 7401 _____

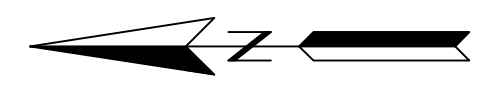
PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

ROOKERY PHASE 1

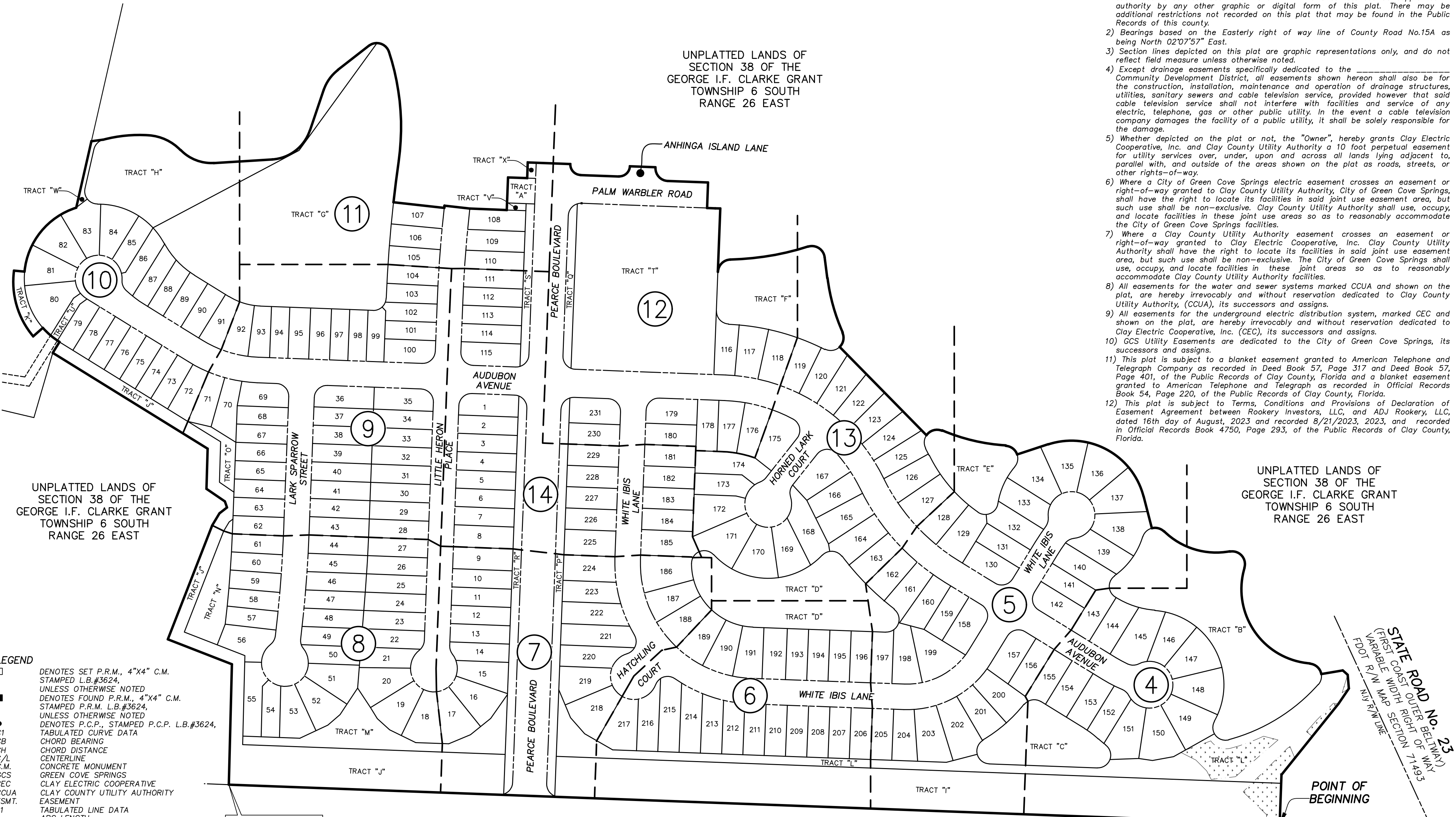
A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CITY OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 3 OF 14 SHEETS



UNPLATTED LANDS OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT TOWNSHIP 6 SOUTH RANGE 26 EAST



UNPLATTED LANDS OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT TOWNSHIP 6 SOUTH RANGE 26 EAST

UNPLATTED LANDS OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT TOWNSHIP 6 SOUTH RANGE 26 EAST

- NOTES:
- 1) NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of this plat. There may be additional restrictions not recorded on this plat that may be found in the Public Records of this county.
 - 2) Bearings based on the Easterly right of way line of County Road No.15A as being North 02°07'57" East.
 - 3) Section lines depicted on this plat are graphic representations only, and do not reflect field measure unless otherwise noted.
 - 4) Except drainage easements specifically dedicated to the _____ Community Development District, all easements shown hereon shall also be for the construction, installation, maintenance and operation of drainage structures, utilities, sanitary sewers and cable television service, provided however that said cable television service shall not interfere with facilities and service of any electric, telephone, gas or other public utility. In the event a cable television company damages the facility of a public utility, it shall be solely responsible for the damage.
 - 5) Whether depicted on the plat or not, the "Owner", hereby grants Clay Electric Cooperative, Inc. and Clay County Utility Authority a 10 foot perpetual easement for utility services over, under, upon and across all lands lying adjacent to, parallel with, and outside of the areas shown on the plat as roads, streets, or other rights-of-way.
 - 6) Where a City of Green Cove Springs electric easement crosses an easement or right-of-way granted to Clay County Utility Authority, City of Green Cove Springs, shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay County Utility Authority shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate the City of Green Cove Springs facilities.
 - 7) Where a Clay County Utility Authority easement crosses an easement or right-of-way granted to Clay Electric Cooperative, Inc. Clay County Utility Authority shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. The City of Green Cove Springs shall use, occupy, and locate facilities in these joint areas so as to reasonably accommodate Clay County Utility Authority facilities.
 - 8) All easements for the water and sewer systems marked CUA and shown on the plat, are hereby irrevocably and without reservation dedicated to Clay County Utility Authority, (CUA), its successors and assigns.
 - 9) All easements for the underground electric distribution system, marked CEC and shown on the plat, are hereby irrevocably and without reservation dedicated to Clay Electric Cooperative, Inc. (CEC), its successors and assigns.
 - 10) GCS Utility Easements are dedicated to the City of Green Cove Springs, its successors and assigns.
 - 11) This plat is subject to a blanket easement granted to American Telephone and Telegraph Company as recorded in Deed Book 57, Page 317 and Deed Book 57, Page 401, of the Public Records of Clay County, Florida and a blanket easement granted to American Telephone and Telegraph as recorded in Official Records Book 54, Page 220, of the Public Records of Clay County, Florida.
 - 12) This plat is subject to Terms, Conditions and Provisions of Declaration of Easement Agreement between Rookery Investors, LLC, and ADJ Rookery, LLC, dated 16th day of August, 2023 and recorded 8/21/2023, 2023, and recorded in Official Records Book 4750, Page 293, of the Public Records of Clay County, Florida.

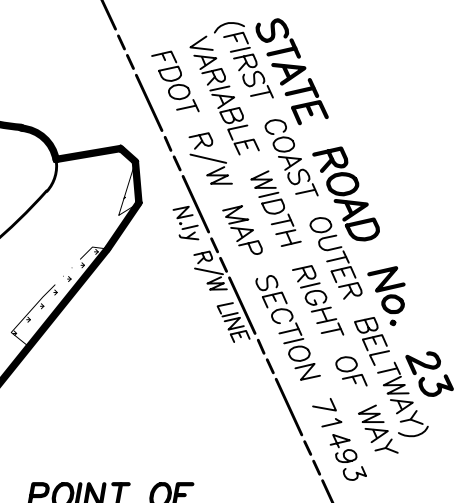
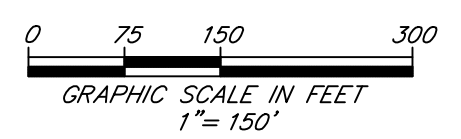
- LEGEND**
- DENOTES SET P.R.M., 4"x4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
 - DENOTES FOUND P.R.M., 4"x4" C.M. STAMPED P.R.M. L.B.#3624, UNLESS OTHERWISE NOTED
 - DENOTES P.C.P., STAMPED P.C.P. L.B.#3624, UNLESS OTHERWISE NOTED
 - TABULATED CURVE DATA
 - CHORD BEARING
 - CHORD DISTANCE
 - CENTERLINE
 - CONCRETE MONUMENT
 - GREEN COVE SPRINGS
 - CLAY ELECTRIC COOPERATIVE
 - CLAY COUNTY UTILITY AUTHORITY
 - EASEMENT
 - TABULATED LINE DATA
 - ARC LENGTH
 - LICENSED BUSINESS
 - NON-RADIAL LOT LINE
 - NAVD NORTH AMERICAN VERTICAL DATUM
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.B. PLAT BOOK
 - P.C. POINT OF CURVATURE
 - P.C. PAGE
 - P.T. POINT OF TANGENCY
 - P.C.C. POINT OF COMPOUND CURVATURE
 - P.C.P. PERMANENT CONTROL POINT
 - P.R.C. POINT OF REVERSE CURVATURE
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - (R) RADIAL LOT LINE
 - R RADIUS
 - R/W RIGHT OF WAY
 - CENTRAL ANGLE
 - SHEET REFERENCE NUMBER
 - MATCHLINE

STATE PLANE GRID
N: 2050701.6936
E: 436751.9466

Land Use
Zoning: PUD & REC
Area: 74.06 Acres±
Number of Lots: 231
Minimum Lot Width: 43 feet

Building Setbacks
Minimum Front Setback: 20 feet for front (face of garage)
15 feet for front facade;
Minimum Side Setback: 43' lots 6.5 feet, wider lots 5 feet
Minimum Rear Setback: 10 feet

COUNTY ROAD No. 15A (SOUTH OAKRIDGE AVENUE)



STATE PLANE GRID
N: 2048233.6212
E: 436660.0425

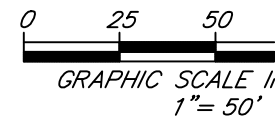
POINT OF REFERENCE
INTERSECTION OF THE N.I.y R/W LINE
STATE ROAD No. 23 WITH THE E.I.y
R/W LINE OF COUNTY ROAD No. 15A

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C4	500.00'	32°23'20"	282.65'	S47°48'43"W	278.90'
C6	500.00'	8°59'41"	78.49'	N53°53'07"W	78.41'
C7	200.00'	60°30'54"	211.24'	S28°07'30"E	201.56'
C35	230.00'	6°01'56"	24.22'	S00°53'01"E	24.20'
C36	230.00'	13°10'23"	52.88'	S10°29'11"E	52.76'
C37	230.00'	13°10'23"	52.88'	S23°39'33"E	52.76'
C38	230.00'	11°25'57"	45.89'	S35°57'43"E	45.82'
C39	230.00'	12°38'18"	50.73'	S47°59'51"E	50.63'
C40	230.00'	4°03'57"	16.32'	S56°20'58"E	16.32'
C41	30.00'	90°00'00"	47.12'	N13°22'57"W	42.43'
C55	30.00'	90°00'00"	47.12'	S76°37'03"W	42.43'
C56	470.00'	3°58'39"	32.63'	N56°23'37"W	32.62'
C57	30.00'	4°53'40"	2.56'	N51°57'28"W	2.56'
C58	30.00'	43°35'40"	22.83'	N27°42'48"W	22.28'
C59	55.00'	46°57'35"	45.08'	S29°23'46"E	43.83'
C60	55.00'	39°48'31"	38.21'	S72°46'49"E	37.45'
C61	55.00'	37°14'58"	35.76'	N68°41'27"E	35.13'
C62	55.00'	37°14'58"	35.76'	N31°26'29"E	35.13'
C63	55.00'	37°14'58"	35.76'	N05°48'29"W	35.13'
C64	55.00'	39°29'36"	37.91'	N44°10'46"W	37.16'
C65	55.00'	32°01'24"	30.74'	N79°56'16"W	30.34'
C66	30.00'	42°17'21"	22.14'	S74°48'17"E	21.64'
C67	530.00'	0°55'50"	8.61'	N54°07'32"W	8.61'
C68	530.00'	3°47'30"	35.07'	N56°29'12"W	35.07'
C69	30.00'	90°00'00"	47.12'	S13°22'57"E	42.43'
C70	470.00'	7°50'32"	64.33'	S35°32'19"W	64.28'
C71	470.00'	7°32'24"	61.85'	S43°13'47"W	61.81'

Item #29.

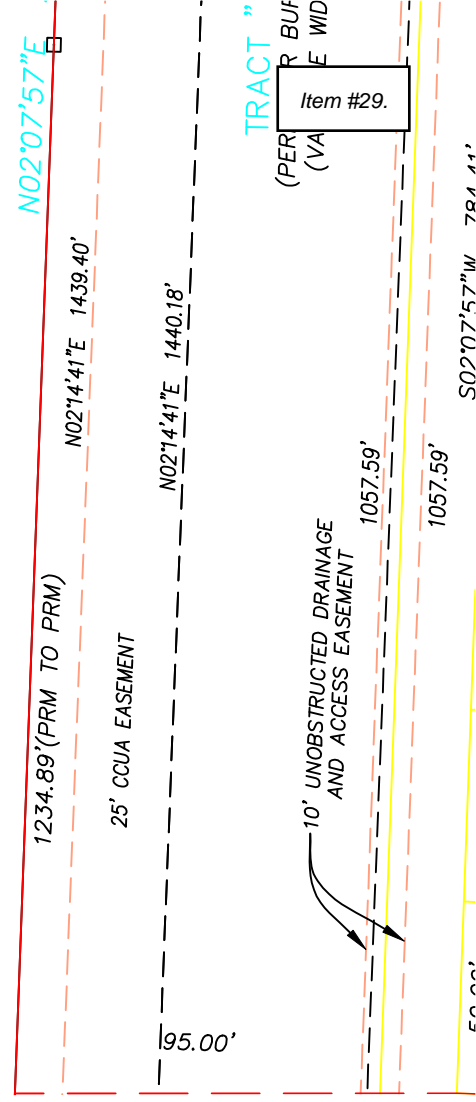
MATCHLINE SEE



Land Use
 Zoning: PUD & REC
 Area: 74.06 Acres±
 Number of Lots: 231
 Minimum Lot Width: 43 feet

Building Setbacks
 Minimum Front Setback: 20 feet for ;
 15 feet for f
 Minimum Side Setback: 43' lots 6.5
 Minimum Rear Setback: 10 feet

COUNTY ROAD
100' RIGHT OF

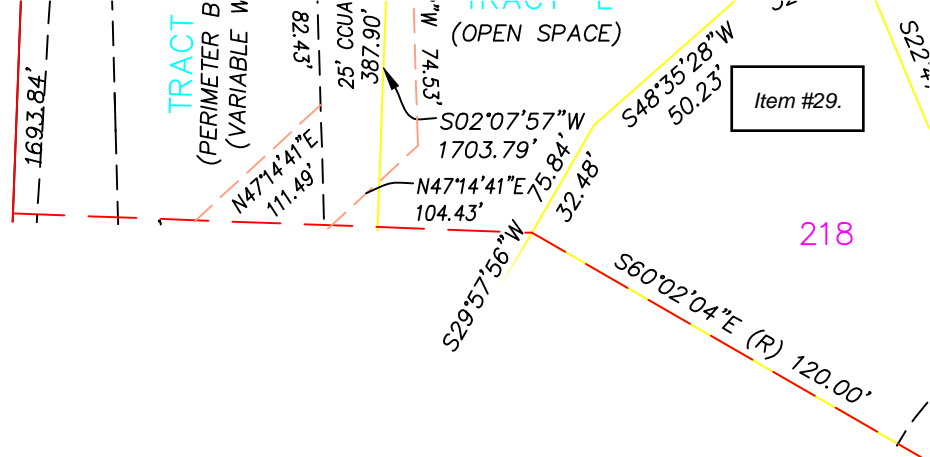


Land Use

Zoning: PUD & REC
Area: 74.06 Acres±
Number of Lots: 231
Minimum Lot Width: 43 feet

Building Setbacks

Minimum Front Setback: 20 feet for front (face of garage)
15 feet for front facade;
Minimum Side Setback: 43' lots 6.5 feet, wider lots 5 feet
Minimum Rear Setback: 10 feet



Item #29.

218

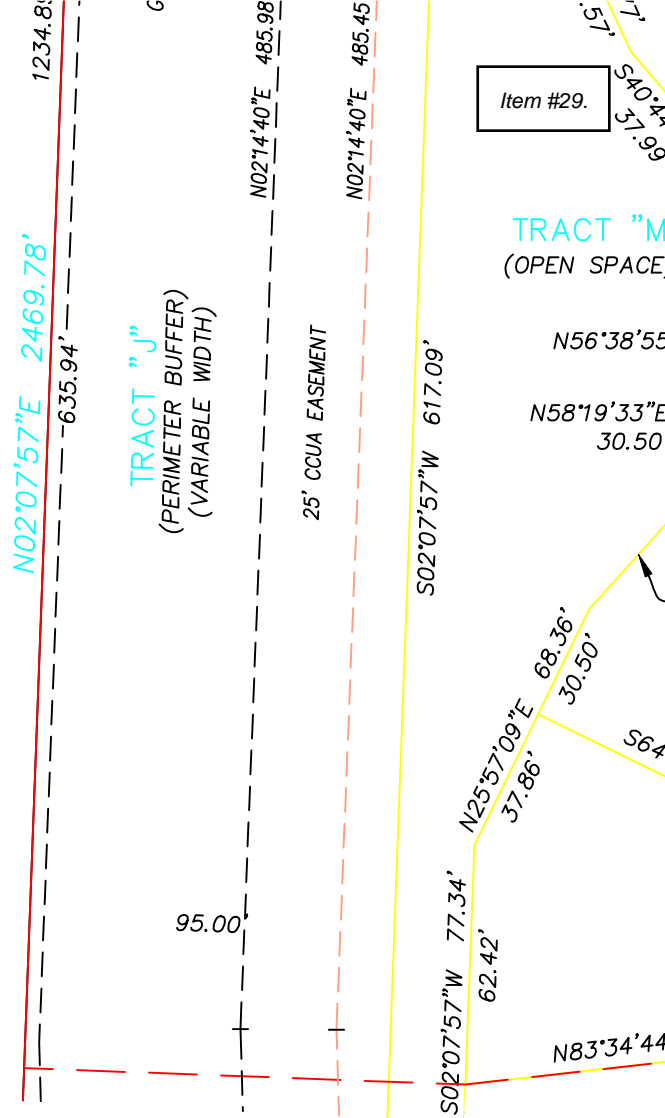
MATCHLINE SEE SHEET

LEGEND

- DENOTES SET P.R.M., 4"X4" C.M.
STAMPED L.B.#3624,
UNLESS OTHERWISE NOTED
- DENOTES FOUND P.R.M., 4"X4" C.M.
STAMPED P.R.M. L.B.#3624,
UNLESS OTHERWISE NOTED
- DENOTES P.C.P., STAMPED P.C.P. L.B.#3624,
- C1 TABULATED CURVE DATA
- CB CHORD BEARING
- CH CHORD DISTANCE
- C/L CENTERLINE
- C.M. CONCRETE MONUMENT
- GCS GREEN COVE SPRINGS
- CEC CLAY ELECTRIC COOPERATIVE
- CCUA CLAY COUNTY UTILITY AUTHORITY
- ESMT. EASEMENT
- L1 TABULATED LINE DATA
- L ARC LENGTH
- L.B. LICENSED BUSINESS
- (NR) NON-RADIAL LOT LINE
- NAVD NORTH AMERICAN VERTICAL DATUM
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.C. POINT OF CURVATURE
- PG. PAGE
- P.T. POINT OF TANGENCY
- P.C.C. POINT OF COMPOUND CURVATURE
- P.C.P. PERMANENT CONTROL POINT
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- P.R.M. PERMANENT REFERENCE MONUMENT
- (R) RADIAL LOT LINE
- R RADIUS
- R/W RIGHT OF WAY
- △ CENTRAL ANGLE
- ③ SHEET REFERENCE NUMBER
- - - - MATCHLINE

COUNTY ROAD

100' RIGHT



LEGEND

- ☐ DENOTES SET P.R.M., 4"X4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
- DENOTES FOUND P.R.M., 4"X4" C.M. STAMPED P.R.M. L.B.#3624, UNLESS OTHERWISE NOTED
- DENOTES P.C.P., STAMPED P.C.P. L.B.#3624,
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- (R) RADIAL LOT LINE
- R RADIUS
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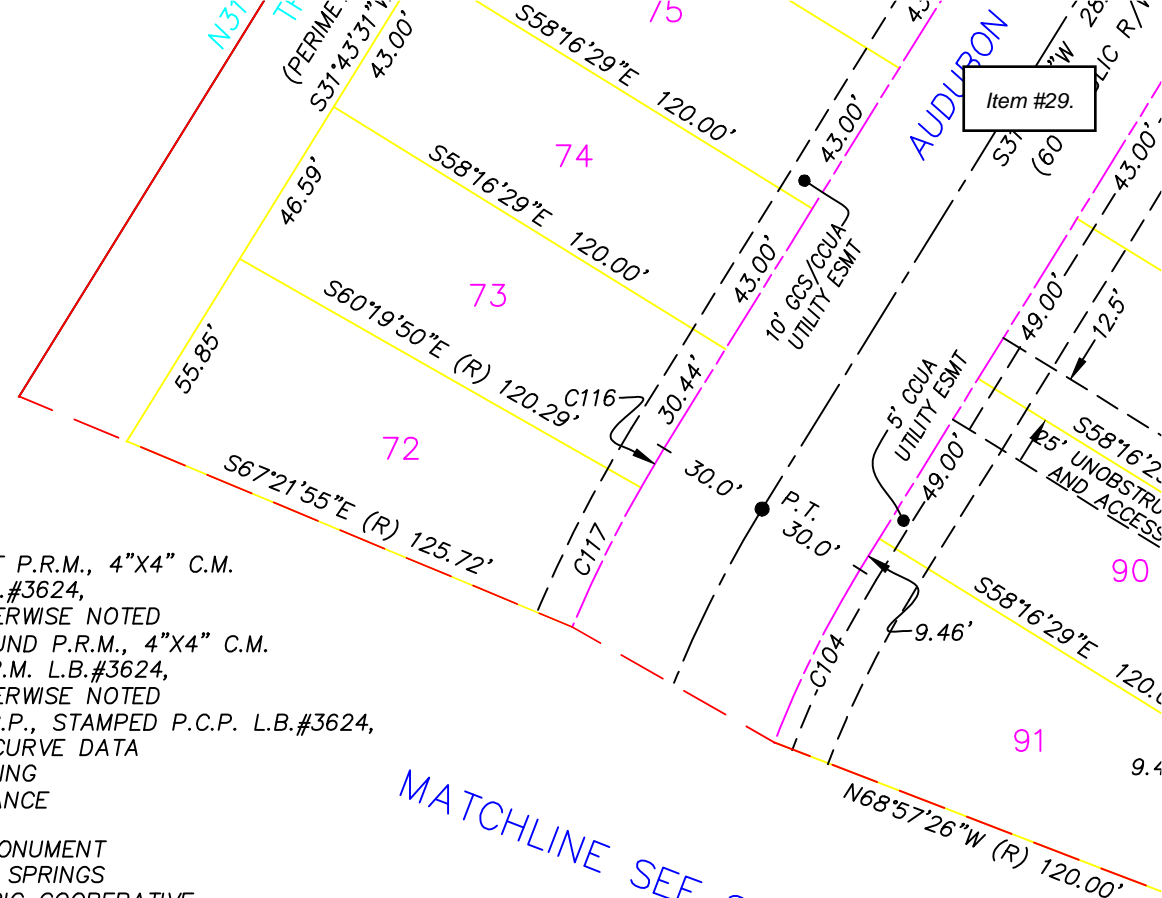
Item #29.

TRACT "M" (OPEN SPACE)

N56°38'55"
N58°19'33"E
30.50'

N25°57'09"E 68.36'
37.86' 30.50'

N83°34'44'



Item #29.

LEGEND

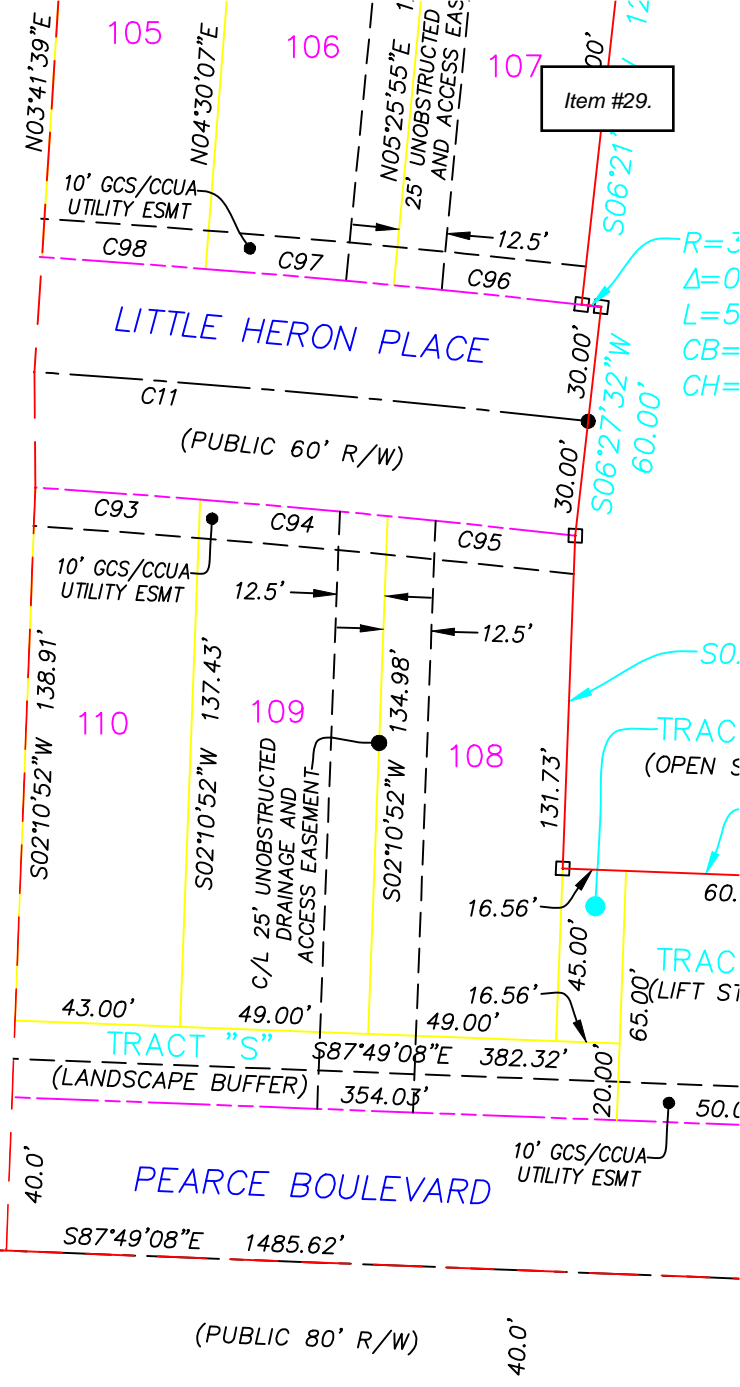
- DENOTES SET P.R.M., 4"X4" C.M.
STAMPED L.B.#3624,
UNLESS OTHERWISE NOTED
- DENOTES FOUND P.R.M., 4"X4" C.M.
STAMPED P.R.M. L.B.#3624,
UNLESS OTHERWISE NOTED
- DENOTES P.C.P., STAMPED P.C.P. L.B.#3624,
- C1 TABULATED CURVE DATA
- CB CHORD BEARING
- CH CHORD DISTANCE
- C/L CENTERLINE
- C.M. CONCRETE MONUMENT
- GCS GREEN COVE SPRINGS
- CEC CLAY ELECTRIC COOPERATIVE
- CCUA CLAY COUNTY UTILITY AUTHORITY
- ESMT. EASEMENT
- L1 TABULATED LINE DATA
- L ARC LENGTH
- L.B. LICENSED BUSINESS
- (NR) NON-RADIAL LOT LINE
- NAVD NORTH AMERICAN VERTICAL DATUM
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.C. POINT OF CURVATURE
- PG. PAGE
- P.T. POINT OF TANGENCY
- P.C.C. POINT OF COMPOUND CURVATURE
- P.C.P. PERMANENT CONTROL POINT
- P.R.C. POINT OF REVERSE CURVATURE
- P.R.M. PERMANENT REFERENCE MONUMENT
- (R) RADIAL LOT LINE
- R RADIUS
- R/W RIGHT OF WAY
- △ CENTRAL ANGLE
- ③ SHEET REFERENCE NUMBER
- MATCHLINE

MATCHLINE SEE SHEET 9

Land Use
 Zoning: PUD & REC
 Area: 74.06 Acres±
 Number of Lots: 231
 Minimum Lot Width: 43 feet

Building Setbacks
 Minimum Front Setback: 20 feet for front (face of garage)
 15 feet for front facade;
 Minimum Side Setback: 43' lots 6.5 feet, wider lots 5 feet
 Minimum Rear Setback: 10 feet

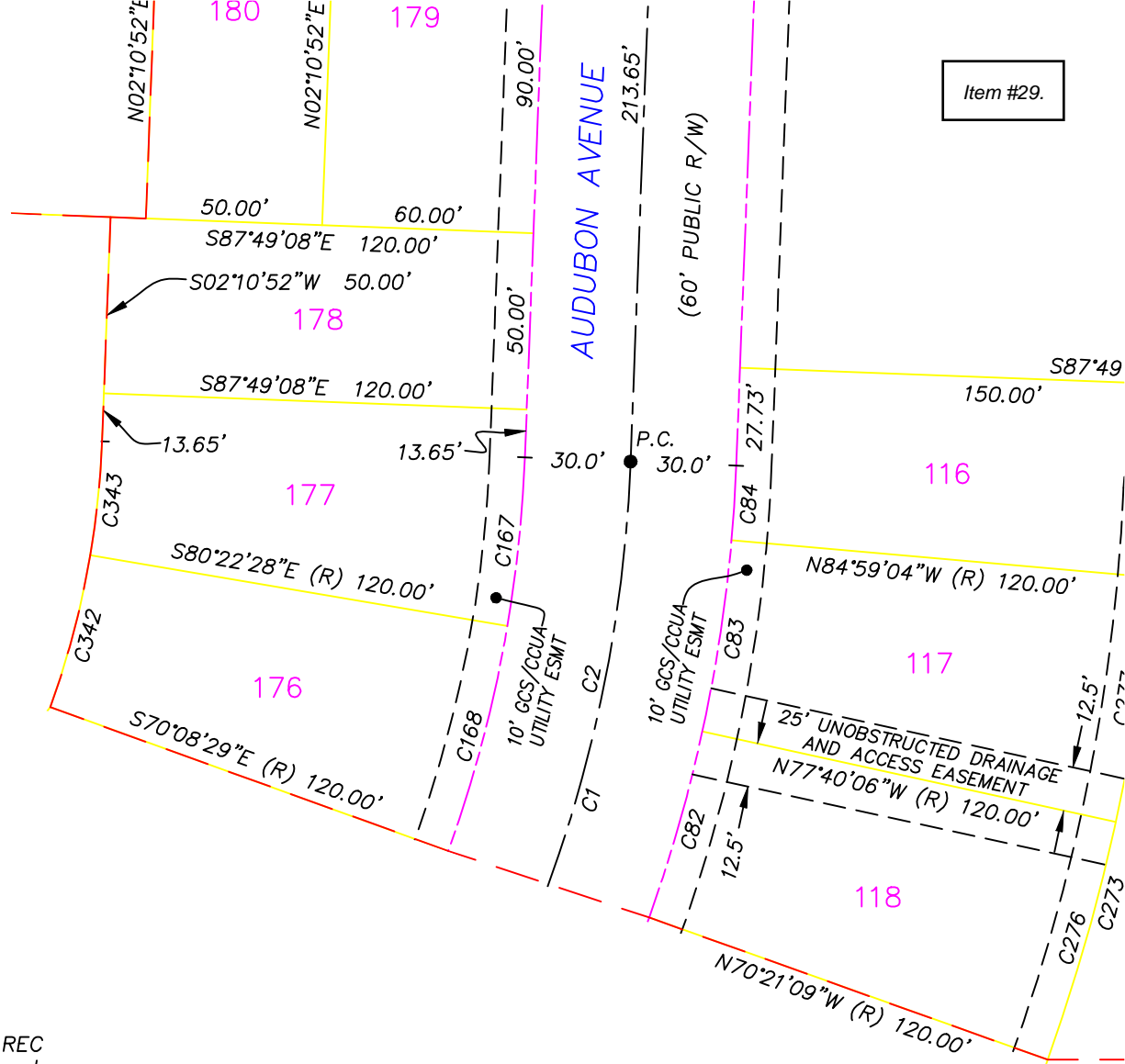
MATCHLINE



Item #29.

R=3
 Δ=0
 L=5
 CB=
 CH=

MATC



Land Use
 Zoning: PUD & REC
 Area: 74.06 Acres±
 Number of Lots: 231
 Minimum Lot Width: 43 feet

Building Setbacks
 Minimum Front Setback: 20 feet for front (face of garage)
 15 feet for front facade;
 Minimum Side Setback: 43' lots 6.5 feet, wider lots 5 feet
 Minimum Rear Setback: 10 feet

PERFORMANCE BOND
(City of Green Cove Springs)

Bond No.: 101179100

KNOW ALL MEN BY THESE PRESENTS, that we, ADJ Rookery, LLC, as Principal, and Merchants National Bonding, Inc. authorized to do business in the State of Florida, as Surety, are held and firmly bound unto the City of Green Cove Springs, Florida as Obligee, in the penal sum of Five Million Five Hundred Twenty-One Thousand Five Hundred Forty-Six Dollars and 93/100 cents (\$5,521,546.93), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has agreed to construct in the City of Green Cove Springs, Florida the following improvements: See plans and specifications submitted to the Obligee for Rookery Phase 1 (see attached Engineer's estimate dated 06/21/2023).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed, and dated this 28th day of June, 2024.

Witness:



As to Principal

ADJ Rookery, LLC

Principal

By: 

Witness:



As to Surety

Merchants National Bonding, Inc.

Surety

By: 

Sonja Amanda Floree Harris, Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl A Foley; Emily J Golecki; Jeffrey W Reich; Kim E Niv; Lisa A Roseland; Nathan K Reich; Robert P OLinn; Sarah K OLinn; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."


"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



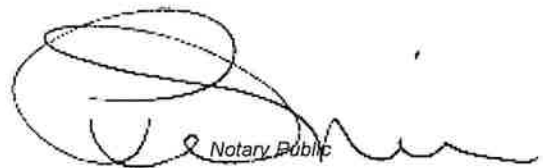
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of June, 2024.




Secretary

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
110	MOBILIZATION	1.000	LS	16125	16,125.00
120	SURVEY LAYOUT (PERIMETER)	19,600.000	LF	2.07	40,572.00
130	CONSTRUCTION ENTRANCE	1.000	LS	13942.67	13,942.67
140	CLEARING & GRUBBING	71.000	AC	9128	648,088.00
	** C&G PHASE 1 **				\$718,727.67
160	CLEARING & GRUBBING - PEARCE	3.400	AC	9128	31,035.20
	** C&G PEARCE **				\$31,035.20
180	CLEARING & GRUBBING - OFFSITE	1.000	LS	15480	15,480.00
	** C&G OFFSITE **				\$15,480.00
200	DEMOLITION - BUILDING	1.000	LS	547500	547,500.00
210	REMOVE FENCE	1,300.000	LF	6.45	8,385.00
220	DEMO HEADWALL	2.000	EA	543.43	1,086.86
230	DEMO 18" RCP	53.000	LF	10.9	577.70
240	DEMO 15" CMP	200.000	LF	8.16	1,632.00
250	DEMO 15" MES	6.000	EA	407.98	2,447.88
260	DEMO 18" MES	2.000	EA	407.98	815.96
270	DEMO INLET	6.000	EA	543.98	3,263.88
280	DEMO 24" PVC	710.000	LF	13.06	9,272.60
290	DEMO 12" CMP	550.000	LF	8.16	4,488.00
300	DEMO 16" CMP	140.000	LF	8.16	1,142.40
310	DEMO 24" CMP	400.000	LF	8.16	3,264.00
315	DUMPSTER	12.000	EA	838.5	10,062.00
320	CAP WELL	15.000	EA	645	9,675.00
	** DEMOLITION **				\$603,613.28
340	LOT AS-BUILTS	232.000	EA	129	29,928.00
350	DENSITY TESTING	696.000	EA	45.15	31,424.40
360	PROCTOR	3.000	EA	387	1,161.00
370	STRIP SITE (6")	54,000.000	CY	1.92	103,680.00
380	STRIP/BURY/MOVE TO SITE FILL	54,000.000	CY	2.95	159,300.00
390	POND CUT TO SITE FILL	205,000.000	CY	2.95	604,750.00
420	STATION BALANCE	10,000.000	CY	3.78	37,800.00
430	DEWATERING	396,000.000	CY	0.37	146,520.00
440	DEWATER FOR CUT OFF WALL	3,150.000	LF	1.51	4,756.50
450	EXCAVATE FOR CUT-OFF WALL	3,150.000	LF	5.38	16,947.00

460	INSTALL CUT-OFF WALL	3,150.000	LF	11.34	35,721.10
470	BACKFILL CUT-OFF WALL	3,150.000	LF	2.15	6,772.50
475	REMOVE SURCHARGE	45,000.000	CY	2.1	94,500.00
490	SPREAD & COMP DIRT ON SITE	215,000.000	CY	0.65	139,750.00
500	SPREAD & COMP IMPORT	152,000.000	CY	1	152,000.00
510	REGRADE AFTER UGE	38,852.000	CY	0.64	24,865.28
520	MACHINE DRESS LOTS	227,429.000	SY	0.62	141,005.98
530	MACHINE DRESS PONDS	22,880.000	SY	0.62	14,185.60
	** EARTHWORK PH 1 **				\$1,745,067.26
550	STRIP SITE (6")	3,200.000	CY	1.92	6,144.00
560	STRIP/BURY/MOVE TO SITE FILL	3,200.000	CY	2.94	9,408.00
570	POND CUT TO SITE FILL	12,000.000	CY	2.95	35,400.00
580	SPREAD & COMP DIRT ON SITE	12,000.000	CY	0.65	7,800.00
590	MACHINE DRESS RW	7,070.000	SY	0.62	4,383.40
	** EARTHWORK PEARCE **				\$63,135.40
610	STRIP SITE (6")	4,300.000	CY	1.92	8,256.00
620	STRIP/BURY/MOVE TO SITE FILL	4,300.000	CY	2.95	12,685.00
630	POND CUT TO SITE FILL	3,000.000	CY	2.94	8,820.00
640	STATION BALANCE	481.000	CY	3.78	1,818.18
650	SPREAD & COMP DIRT ON SITE	3,481.000	CY	0.65	2,262.65
660	MACHINE DRESS SITE	11,521.000	SY	0.62	7,143.02
	** EARTHWORK OAKRIDGE **				\$40,984.85
680	POND CUT TO SITE FILL (P2A SWMF 21)	152,000.000	CY	2.95	448,400.00
690	MAINTAIN HAUL ROAD	42.000	DAYS	2023.16	84,972.72
	** EARTHWORK P2A **				\$533,372.72
710	SURVEY LAYOUT (ROADWAY)	15,779.000	LF	2.07	32,662.53
720	AS-BUILTS (ROADWAY)	15,779.000	LF	2.06	32,504.74
730	DENSITY TESTING	136.000	EA	32.25	4,386.00
740	PROCTOR	3.000	EA	322.5	967.50
750	LBR TESTING	64.000	EA	258	16,512.00
760	12" STAB. S/G (TN)	30,526.000	SY	5.81	177,356.06
765	4" PVC SLEEVES	1,440.000	LF	16.53	23,803.20
770	GRADE CURB PAD	15,779.000	LF	1.04	16,410.16
780	18" MIAMI CURB	13,092.000	LF	13.2	172,814.40
790	18" CITY STANDARD CURB	2,687.000	LF	20.14	54,116.18
800	VALLEY GUTTER	81.000	LF	49.59	4,016.79
810	SIDEWALKS	1,107.000	SY	52.94	58,604.58

820	H/C RAMPS	24.000	EA	322.5	7,740.00	Item #29.
830	ADA MATS	360.000	SF	49.02	17,647.20	
840	MAIL KIOSK	1.000	LS	16239.72	16,239.72	
850	CONCRETE CYLINDER TESTING	21.000	EA	129	2,709.00	
860	FINE GRADE SUBGRADE (ON-SITE)	28,030.000	SY	2.01	56,340.30	
870	6" CRUSHCRETE BASE/ FIRE LANE	1,100.000	SY	30.02	33,022.00	
880	6" LIMEROCK BASE (TN)	28,732.000	SY	14.61	419,774.52	
882	CREDIT - USE CRUSHCRETE IN LIEU OF LIMEROCK	9,481.000	TN	-10.5	-99,550.50	
884	HAUL CRUSHCRETE ON SITE	9,481.000	TN	2.25	21,332.25	
890	PRIME	27,722.000	SY	0.84	23,286.48	
900	1.5" ASPHALT PAVING ROADWAY	23,540.000	SY	14.1	331,914.00	
910	1.5" ASPHALT AMENITY AREA	4,182.000	SY	14.59	61,015.38	
920	ASPHALT CORES	65.000	EA	206.4	13,416.00	
930	STRIPING & SIGNAGE	1.000	LS	36966.24	36,966.24	
	** ROADWAY PHASE 1 **				\$1,536,006.73	
950	SURVEY LAYOUT (ROADWAY)	2,684.000	LF	2.07	5,555.88	
960	AS-BUILTS (ROADWAY)	2,684.000	LF	2.06	5,529.04	
970	DENSITY TESTING	29.000	EA	32.25	935.25	
980	PROCTOR	1.000	EA	322.5	322.50	
990	LBR TESTING	13.000	EA	258	3,354.00	
1000	12" STAB. S/G (TN)	6,582.000	SY	5.81	38,241.42	
1010	GRADE CURB PAD	2,684.000	SY	1.04	2,791.36	
1020	18" CITY STANDARD CURB	2,684.000	SY	20.14	54,055.76	
1030	SIDEWALKS	1,266.000	SY	52.94	67,022.04	
1040	H/C RAMPS	8.000	EA	322.5	2,580.00	
1050	ADA MATS	120.000	SF	49.02	5,882.40	
1060	FINE GRADE SUBGRADE (ON-SITE)	5,986.000	SY	2.01	12,031.86	
1070	8" LIMEROCK BASE (TN)	5,986.000	SY	20.55	123,012.30	
1072	CREDIT - USE CRUSHCRETE IN LIEU OF LIMEROCK	2,633.000	TN	-10.5	-27,646.50	
1074	HAUL CRUSHCRETE ON SITE	2,633.000	TN	2.25	5,924.25	
1080	PRIME	5,986.000	SY	0.84	5,028.24	
1090	2" ASPHALT PAVING	5,986.000	SY	17.84	106,790.24	
1100	ASPHALT CORES	14.000	EA	206.4	2,889.60	
1110	STRIPING & SIGNAGE	1.000	LS	17247.3	17,247.30	
	** ROADWAY PEARCE **				\$431,546.94	
1130	SURVEY LAYOUT (ROADWAY)	11,300.000	LF	2.07	23,391.00	
1140	AS-BUILTS (ROADWAY)	11,300.000	LF	2.06	23,278.00	

1150	MOT	1.000	LS	19350	19,350.00	Item #29.
1160	DENSITY TESTING	10.000	EA	32.25	322.50	
1170	PROCTOR	1.000	EA	322.5	322.50	
1180	LBR TESTING	5.000	EA	258	1,290.00	
1190	12" STAB. S/G (TN)	2,361.000	SY	5.81	13,717.41	
1200	GRADE CURB PAD	332.000	LF	1.05	348.60	
1210	18" MIAMI CURB	28.000	LF	38.7	1,083.60	
1220	18" CITY STANDARD CURB	152.000	LF	39.13	5,947.76	
1230	HEADER CURB	107.000	LF	34.61	3,703.27	
1240	RIBBON CURB	45.000	LF	39.13	1,760.85	
1250	SIDEWALKS	3,483.000	SY	52.94	184,390.02	
1260	6" SIDEWALKS	90.000	SY	63.27	5,694.30	
1270	H/C RAMPS	18.000	EA	322.5	5,805.00	
1280	ADA MATS	270.000	SF	49.02	13,235.40	
1290	6" CONCRETE DRIVE	536.000	SY	63.27	33,912.72	
1300	SUBGRADE FOR SIDEWALK	4,109.000	SY	3.13	12,861.17	
1310	DRESS RIGHT OF WAY	9,300.000	SY	1.24	11,532.00	
1320	CONCRETE CYLINDER TESTING	12.000	EA	129	1,548.00	
1330	FINE GRADE SUBGRADE (OFF-SITE)	2,117.000	SY	2.01	4,255.17	
1340	10" LIMEROCK BASE (TN)	2,072.000	SY	31.31	64,874.32	
1342	CREDIT - USE CRUSHCRETE IN LIEU OF LIMEROCK	1,140.000	TN	-10.5	-11,970.00	
1344	HAUL CRUSHCRETE ON SITE	1,140.000	TN	2.25	2,565.00	
1350	WIDEN - 2" ASPHALT	1,928.000	SY	20.65	39,813.20	
1360	MILLING	3,290.000	SY	5.15	16,943.50	
1370	OVERLAY - 1.25" ASPHALT	3,290.000	SY	17.17	56,489.30	
1375	1" FRICTION COURSE	5,218.000	SY	17.67	92,202.06	
1380	OBG FULL DEPTH ASPHALT	331.000	SY	53.54	17,721.74	
1390	ASPHALT CORES	12.000	EA	206.4	2,476.80	
1400	STRIPING & SIGNAGE	1.000	LS	24423.57	24,423.57	
	** ROADWAY OAKRIDGE **				\$673,288.76	
1420	SEED-N-MULCH ROW	25,901.000	SY	0.77	19,943.77	
1430	SEED-N-MULCH LOTS	214,000.000	SY	0.77	164,780.00	
1440	4.5' SOD STRIP @ B.O.C.	7,890.000	SY	4.84	38,187.60	
1450	SOD SWALES	3,850.000	SY	4.19	16,131.50	
1455	SOD COMMON AREA	11,000.000	SY	4.19	46,090.00	
1460	SOD BACKSLOPES	3,100.000	SY	4.19	12,989.00	
1470	SOD PONDS	31,060.000	SY	4.19	130,141.40	

	** GRASS PH 1 **				\$428,263.	Item #29.
1490	SOD R/W	12,900.000	SY	4.19	54,051.00	
1500	4.5' SOD STRIP @ BOC	1,350.000	SY	4.84	6,534.00	
	** GRASSING PEARCE **				\$60,585.00	
1520	SOD OFF-SITE ROW	14,600.000	SY	4.19	61,174.00	
1530	SOD UTILITY EASEMENT	4,912.000	SY	4.19	20,581.28	
	** GRASSING OFFSITE **				\$81,755.28	
1550	SURVEY LAYOUT (STORM DRAIN)	7,533.000	LF	2.07	15,593.31	
1560	AS-BUILTS (STORM DRAIN)	7,533.000	LF	2.06	15,517.98	
1570	T.V. STORM DRAIN	7,533.000	LF	5.81	43,766.73	
1580	DEWATER (6' OR DEEPER)	7,533.000	LF	13.23	99,661.59	
1590	15" HP (4-6)	1,271.000	LF	47.21	60,003.91	
1600	15" HP (6-8)	264.000	LF	48.53	12,811.92	
1610	18" HP (4-6)	384.000	LF	52.66	20,221.44	
1620	18" HP (6-8)	322.000	LF	52.66	16,956.52	
1630	24" HP (4-6)	595.000	LF	75.15	44,714.25	
1640	24" HP (6-8)	322.000	LF	75.16	24,201.52	
1650	30" HP (4-6)	228.000	LF	108.24	24,678.72	
1660	30" HP (6-8)	155.000	LF	112.39	17,420.45	
1670	36" HP (4-6)	180.000	LF	123.82	22,287.60	
1680	36" HP (6-8)	1,437.000	LF	123.82	177,929.34	
1690	36" HP (8-10)	1,331.000	LF	130.34	173,482.54	
1700	36" HP (10-12)	399.000	LF	142.07	56,685.93	
1710	36" HP (12-14)	31.000	LF	152.39	4,724.09	
1720	48" HP (6-8)	75.000	LF	209.32	15,699.00	
1730	48" HP (8-10)	342.000	LF	219.58	75,096.36	
1740	48" HP (10-12)	156.000	LF	226.51	35,335.56	
1750	12"X18" ERCP	42.000	LF	83.45	3,504.90	
1760	6" UNDERDRAIN (ON PLANS)	4,360.000	LF	45.28	197,420.80	
1770	6" UNDERDRAIN C/O	30.000	EA	671.77	20,153.10	
1780	YARD DRAIN (4-6)	6.000	EA	4789.18	28,735.08	
1790	TYPE (C) INLET (4-6)	5.000	EA	3508.15	17,540.75	
1800	SINGLE CURB INLET (4-6)	17.000	EA	5188.13	88,198.21	
1810	SINGLE CURB INLET (6-8)	10.000	EA	8210.19	82,101.90	
1820	SINGLE CURB INLET (8-10)	7.000	EA	10510.91	73,576.37	
1830	SINGLE CURB INLET (10-12)	2.000	EA	13248.45	26,496.90	
1840	DOUBLE CURB INLET (4-6)	6.000	EA	6975.22	41,851.33	

1850	DOUBLE CURB INLET (6-8)	1.000	EA	10144.79	10,144.79
1860	DOUBLE CURB INLET (8-10)	1.000	EA	11978.42	11,978.42
1870	DOUBLE CURB INLET (10-12)	2.000	EA	12663.42	25,326.84
1880	STORM MANHOLE (6-8)	9.000	EA	6418.56	57,767.04
1890	STORM MANHOLE (8-10)	3.000	EA	12003.54	36,010.62
1900	STORM MANHOLE (10-12)	1.000	EA	13101.37	13,101.37
1910	STORM MANHOLE (12-14)	1.000	EA	13647.57	13,647.57
1920	RAISE STRUCTURES	70.000	EA	928.15	64,970.50
1930	INVERTS	65.000	EA	619.36	40,258.40
1940	15" PRECAST MES	2.000	EA	2176.14	4,352.28
1950	18" PRECAST MES	5.000	EA	2176.13	10,880.65
1960	24" PRECAST MES	1.000	EA	2700.66	2,700.66
1970	30" PRECAST MES	2.000	EA	3337.86	6,675.72
1980	36" PRECAST MES	11.000	EA	4788.02	52,668.22
1990	48" PIPE MES	3.000	EA	4292.31	12,876.93
2000	48" CIP APRON	3.000	EA	3870	11,610.00
2010	48" HEADWALL	2.000	EA	3284.27	6,568.54
2020	RIP RAP PADS	144.000	SF	76.19	10,971.36
2030	MISCELLANEOUS MATERIALS	1.000	LS	17253.75	17,253.75
2040	UNDERDRAIN STUBS	1,840.000	LF	49.16	90,454.40
2050	PUNCH OUT STORM DRAIN	7,533.000	LF	1.62	12,203.46
	** STORM PH 1 **				\$2,048,789.61
2070	SURVEY LAYOUT (STORM DRAIN)	630.000	LF	2.07	1,304.10
2080	AS-BUILTS (STORM DRAIN)	630.000	LF	2.06	1,297.80
2090	T.V. STORM DRAIN	630.000	LF	5.81	3,660.30
2100	DEWATER (6' OR DEEPER)	325.000	LF	13.23	4,299.75
2110	15" HP (4-6)	80.000	LF	47.23	3,778.40
2120	18" HP (4-6)	184.000	LF	52.67	9,691.28
2130	18" HP (6-8)	200.000	LF	52.66	10,532.00
2140	24" HP (4-6)	41.000	LF	75.17	3,081.97
2150	36" HP (6-8)	125.000	LF	123.81	15,476.25
2160	SINGLE CURB INLET (4-6)	6.000	EA	5186.75	31,120.50
2170	SINGLE CURB INLET (6-8)	2.000	EA	8210.19	16,420.38
2180	STORM MANHOLE (6-8)	2.000	EA	6418.56	12,837.12
2190	INVERTS	8.000	EA	619.36	4,954.88
2200	UNDERDRAIN STUBS	320.000	LF	49.16	15,731.20
2210	PUNCH OUT STORM DRAIN	630.000	LF	1.62	1,020.60

	** STORM PEARCE **				\$135,206.
2230	SURVEY LAYOUT (STORM DRAIN)	594.000	LF	2.07	1,229.58
2240	AS-BUILTS (STORM DRAIN)	594.000	LF	2.06	1,223.64
2250	T.V. STORM DRAIN	594.000	LF	5.81	3,451.14
2260	DEWATER (6' OR DEEPER)	594.000	LF	13.23	7,858.62
2270	18" RCP (4-6)	95.000	LF	71.03	6,747.85
2280	24" RCP (4-6)	390.000	LF	100.22	39,085.80
2290	30" RCP (4-6)	20.000	LF	141.21	2,824.20
2300	12"X18" ERCP	57.000	LF	83.44	4,756.08
2310	14"X23" ERCP	32.000	LF	100.22	3,207.04
2320	TYPE (C) INLET (0-4)	2.000	EA	4190.75	8,381.50
2330	TYPE (E) INLET (0-4)	1.000	EA	5499.29	5,499.29
2340	INVERTS	3.000	EA	619.37	1,858.11
2350	12X18" HEADWALL	2.000	EA	2977.09	5,954.18
2360	30" HEADWALL	1.000	EA	6598.01	6,598.01
2370	18" PRECAST MES	3.000	EA	2176.13	6,528.39
2380	24" PRECAST MES	6.000	EA	2708.92	16,253.52
2390	12 X 18" MES	1.000	EA	2449.62	2,449.62
2400	14 X 23" MES	2.000	EA	2573.85	5,147.70
2410	RIP RAP PADS	950.000	SF	68.14	64,733.00
2420	PUNCH OUT STORM DRAIN	594.000	LF	1.62	962.28
	** STORM OFFSITE **				\$194,749.55
2440	SURVEY LAYOUT (SEWER)	7,284.000	LF	2.02	14,713.68
2450	AS-BUILTS (SEWER)	7,284.000	LF	1.81	13,184.04
2460	T.V. SEWER MAIN	7,284.000	LF	5.16	37,585.44
2470	DEWATER (6' OR DEEPER)	5,710.000	LF	15.81	90,275.10
2480	8" SDR-26 PVC (4-6)	1,574.000	LF	39.37	61,968.38
2490	8" SDR-26 PVC (6-8)	2,420.000	LF	40.6	98,252.00
2500	8" SDR-26 PVC (8-10)	1,055.000	LF	42	44,310.00
2510	8" SDR-26 PVC (10-12)	456.000	LF	42	19,152.00
2520	8" SDR-26 PVC (12-14)	913.000	LF	42	38,346.00
2530	8" SDR-26 PVC (14-16)	426.000	LF	56.48	24,060.48
2540	8" SDR-26 PVC (16-18)	440.000	LF	63.32	27,860.80
2550	(A) MANHOLE (4-6)	9.000	EA	5207.86	46,870.74
2560	(A) MANHOLE (6-8)	11.000	EA	5721.9	62,940.90
2570	(A) MANHOLE (8-10)	5.000	EA	6383.35	31,916.75
2580	(A) MANHOLE (10-12)	2.000	EA	7558.57	15,117.14

2590	(A) MANHOLE (12-14)	5.000	EA	8487.51	42,437.16
2600	(A) MANHOLE (14-16)	2.000	EA	8948.08	17,896.16
2610	(A) MANHOLE (16-18)	1.000	EA	9729.18	9,729.18
2620	BOOTS	106.000	EA	69.02	7,316.12
2630	TOP ADJUSTMENTS	35.000	EA	928.15	32,485.25
2640	DROP BOWL ASSY	1.000	EA	1630.72	1,630.72
2650	6" SEWER SERVICES	241.000	EA	1113.11	268,259.51
2660	PUNCH OUT SEWER MAIN	7,284.000	LF	1.62	11,800.08
	** SANITARY PH 1 **				\$1,018,108.02
2680	SURVEY LAYOUT (SEWER)	528.000	LF	2.01	1,061.28
2690	AS-BUILTS (SEWER)	528.000	LF	1.81	955.68
2700	T.V. SEWER MAIN	528.000	LF	5.16	2,724.48
2710	DEWATER (6' OR DEEPER)	528.000	LF	15.81	8,347.68
2720	8" SDR-26 PVC (16-18)	443.000	LF	56.48	25,020.64
2730	10" SDR-26 PVC (18-20)	85.000	LF	74.42	6,325.70
2740	(A) MANHOLE (16-18)	2.000	EA	9727.41	19,454.82
2750	LINED (A) MANHOLE (18-20)	1.000	EA	22521.8	22,521.80
2760	BOOTS	7.000	EA	69.02	483.14
2770	TOP ADJUSTMENTS	3.000	EA	928.15	2,784.45
2780	PUNCH OUT SEWER MAIN	528.000	LF	1.62	855.36
	** SANITARY PEARCE **				\$90,535.03
2800	SURVEY LAYOUT LIFT STATION	1.000	LS	2693.32	2,693.32
2810	LIFT STATION AS-BUILTS	1.000	LS	2693.32	2,693.32
2820	COMPACTION AND DENSITIES	1.000	LS	3870	3,870.00
2830	DEWATER	1.000	LS	15881.56	15,881.56
2840	57 STONE	20.000	TN	186.16	3,723.20
2850	CRANE RENTAL	10.000	HRS	967.5	9,675.00
2860	WET WELL - LIFT STATION	1.000	EA	108644.41	108,644.41
2870	MECHANICAL SUB	1.000	LS	368940	368,940.00
2880	TRENCH BOX	1.000	LS	3450.75	3,450.75
2890	LIFT STATION WATER SERVICE	1.000	EA	2381.85	2,381.85
	** PUMP STATION **				\$521,953.41
2910	SURVEY LAYOUT FM	1,000.000	LF	2.07	2,070.00
2920	AS-BUILT FM	1,000.000	LF	2.06	2,060.00
2930	PRESSURE TEST	1,000.000	LF	1.34	1,340.00
2940	6" DR-18 FORCE MAIN	1,000.000	LF	31.07	31,070.00
2950	6" BELL RESTRAINTS	12.000	EA	162.22	1,946.64

2960	6" MJ GATE VALVE	1.000	EA	1814.18	1,814.18	Item #29.
2970	SET VALVE BOX	1.000	EA	442.89	442.89	
2980	6" MJ 45 BEND	1.000	EA	882.3	882.30	
2990	6" CASE (B) CROSSING	1.000	EA	4625.15	4,625.15	
3000	6" MJ 22.5 BEND	4.000	EA	864.49	3,457.96	
3010	PUNCH OUT FORCE MAIN	1,000.000	LF	2.69	2,690.00	
	** FORCEMAIN PH 1 **				\$52,399.12	
3030	SURVEY LAYOUT FM	2,250.000	LF	2.07	4,657.50	
3040	AS-BUILT FM	2,250.000	LF	2.06	4,635.00	
3050	PRESSURE TEST	2,250.000	LF	1.35	3,037.50	
3060	12" DR-18 FORCE MAIN	1,500.000	LF	81.7	122,550.00	
3070	10" DR-18 FORCE MAIN	120.000	LF	61.15	7,338.00	
3080	8" DR-18 FORCE MAIN	350.000	LF	43.51	15,228.50	
3090	6" DR-18 FORCE MAIN	280.000	LF	29.57	8,279.60	
3100	12" BELL RESTRAINTS	37.000	EA	352.78	13,052.86	
3110	10" BELL RESTRAINTS	5.000	EA	327.97	1,639.85	
3120	8" BELL RESTRAINTS	8.000	EA	200.03	1,600.24	
3130	6" BELL RESTRAINTS	4.000	EA	140.95	563.80	
3140	12" MJ GATE VALVE	3.000	EA	4616.23	13,848.69	
3150	10" MJ GATE VALVE	1.000	EA	3752.12	3,752.12	
3160	8" MJ GATE VALVE	1.000	EA	2357.12	2,357.12	
3170	6" MJ GATE VALVE	2.000	EA	1618.65	3,237.30	
3180	SET VALVE BOX	7.000	EA	443.53	3,104.71	
3190	12" CASE (B) CROSSING	1.000	EA	11154.54	11,154.54	
3200	12" MJ 45 BEND	4.000	EA	1931.48	7,725.92	
3210	8" MJ 45 BEND	2.000	EA	1003.91	2,007.82	
3220	6" MJ 45 BEND	2.000	EA	722.57	1,445.14	
3230	6" MJ 90 BEND	2.000	EA	907.53	1,815.06	
3240	12"X8" MJ TEE	2.000	EA	2416.37	4,832.74	
3250	12"X6" MJ TEE	1.000	EA	1938.8	1,938.80	
3260	12"X10" MJ REDUCER	1.000	EA	1716.91	1,716.91	
3270	12"X2" TAP CAP	1.000	EA	1222.34	1,222.34	
3280	10"X2" TAP CAP	1.000	EA	982.16	982.16	
3290	8"X2" TAP CAP	1.000	EA	748.89	748.89	
3300	PUNCH OUT FORCE MAIN	2,250.000	LF	2.69	6,052.50	
	** FORCEMAIN PEARCE **				\$250,525.61	
3320	SURVEY LAYOUT FM	2,280.000	LF	2.07	4,719.60	

3330	AS-BUILT FM	2,280.000	LF	2.06	4,696.42
3340	PRESSURE TEST	2,280.000	LF	1.35	3,078.00
3350	6" DR-18 FORCE MAIN	2,280.000	LF	29.58	67,442.40
3360	6" BELL RESTRAINTS	20.000	EA	140.86	2,817.20
3370	CORE EXISTING MH/ LINE	1.000	EA	9581.38	9,581.38
3380	6" MJ GATE VALVE	3.000	EA	1618.66	4,855.98
3390	SET VALVE BOX	3.000	EA	443.64	1,330.92
3400	AIR RELEASE VALVE & MH	1.000	EA	7140.88	7,140.88
3410	6" CASE (B) CROSSING	4.000	EA	6086.08	24,344.32
3420	6" MJ 45 BEND	7.000	EA	860.81	6,025.67
3430	6" MJ 22.5 BEND	4.000	EA	907.53	3,630.12
3440	PUNCH OUT FORCE MAIN	2,280.000	LF	2.69	6,133.20
	** FORCEMAIN CUL DE SAC **				\$145,796.47
3460	SURVEY LAYOUT WM	7,840.000	LF	2.07	16,228.80
3470	AS-BUILT WM	7,840.000	LF	2.06	16,150.40
3480	FLUSH, PT, B.T.	7,840.000	LF	1.35	10,584.00
3490	12" DR-18 WATER MAIN	1,420.000	LF	80.6	114,452.00
3500	10" DR-18 WATER MAIN	440.000	LF	60.21	26,492.40
3510	8" DR-18 WATER MAIN	1,960.000	LF	43.51	85,279.60
3520	6" DR-18 WATER MAIN	1,800.000	LF	29.58	53,244.00
3530	4" DR-18 WATER MAIN	2,220.000	LF	19.51	43,312.20
3540	12" BELL RESTRAINTS	50.000	EA	352.82	17,641.00
3550	10" BELL RESTRAINTS	34.000	EA	327.96	11,150.64
3560	8" BELL RESTRAINTS	25.000	EA	210.94	5,273.50
3570	6" BELL RESTRAINTS	30.000	EA	140.82	4,224.60
3580	4" BELL RESTRAINTS	24.000	EA	113.49	2,723.76
3590	12"x 12" TAP & VALVE	1.000	EA	14576.95	14,576.95
3600	12" MJ GATE VALVE	4.000	EA	4616.24	18,464.96
3610	10" MJ GATE VALVE	3.000	EA	3751.39	11,254.17
3620	8" MJ GATE VALVE	5.000	EA	2357.12	11,785.60
3630	6" MJ GATE VALVE	13.000	EA	1618.66	21,042.58
3640	4" MJ GATE VALVE	5.000	EA	1335.7	6,678.50
3650	SET VALVE BOX	31.000	EA	443.6	13,751.60
3660	FLUSHING HYDRANT	11.000	EA	2681.05	29,491.55
3670	SAMPLE POINT	10.000	EA	356.59	3,565.90
3680	FIRE HYDRANT ASSY	8.000	EA	5833.73	46,669.84
3690	12" CASE (B) CROSSING	1.000	EA	7720.35	7,720.35

3700	12" MJ 45 BEND	16.000	EA	1072.8	17,164.2	Item #29.
3710	12" MJ 22.5 BEND	2.000	EA	1021.93	2,043.86	
3720	12" MJ 11.25 BEND	3.000	EA	1000.79	3,002.37	
3730	10" CASE (B) CROSSING	1.000	EA	5263.12	5,263.12	
3740	10" MJ 45 BEND	9.000	EA	894.99	8,054.91	
3750	8" MJ 45 BEND	5.000	EA	624.56	3,122.80	
3760	8" MJ 11.25 BEND	8.000	EA	602.23	4,817.84	
3770	6" CASE (B) CROSSING	3.000	EA	3095.77	9,287.31	
3780	6" MJ 45 BEND	9.000	EA	478.42	4,305.78	
3790	6" MJ 22.5 BEND	1.000	EA	468.45	468.45	
3800	6" MJ 11.25 BEND	12.000	EA	472.95	5,675.40	
3810	4" MJ 45 BEND	5.000	EA	166.36	831.80	
3820	4" MJ 22.5 BEND	30.000	EA	391.49	11,744.70	
3830	4" MJ 11.25 BEND	6.000	EA	387.2	2,323.20	
3840	12"X12" MJ TEE	1.000	EA	1733.13	1,733.13	
3850	12"X10" MJ TEE	1.000	EA	1726.23	1,726.23	
3860	12"X8" MJ TEE	1.000	EA	1481.92	1,481.92	
3870	12"X6" MJ TEE	2.000	EA	1379.76	2,759.52	
3880	12"X4" MJ TEE	1.000	EA	1361.83	1,361.83	
3890	10"X8" MJ TEE	2.000	EA	1287.38	2,574.76	
3900	8"X8" MJ TEE	1.000	EA	1012.7	1,012.70	
3910	8"X6" MJ TEE	4.000	EA	921.61	3,686.44	
3920	6"X6" MJ TEE	2.000	EA	775.21	1,550.42	
3930	12"X10" MJ REDUCER	2.000	EA	951.95	1,903.90	
3940	8"X6" MJ REDUCER	4.000	EA	598.05	2,392.20	
3950	6"X4" MJ REDUCER	3.000	EA	445.3	1,335.90	
3960	10"X2" TAP CAP	2.000	EA	476.81	953.62	
3970	8"X2" TAP CAP	1.000	EA	355.51	355.51	
3980	6"X2" TAP CAP	1.000	EA	282.35	282.35	
3990	4"X2" TAP CAP	7.000	EA	224.88	1,574.16	
4000	SET METER BOXES WM	232.000	EA	499.23	115,821.36	
4010	SHORT SINGLE SERVICES	22.000	EA	589.62	12,971.64	
4020	SHORT DOUBLE SERVICES	50.000	EA	1236.31	61,815.50	
4030	LONG SINGLE SERVICES	6.000	EA	734.74	4,408.44	
4040	LONG DOUBLE SERVICES	52.000	EA	1065.05	55,382.60	
4050	PUNCH OUT WATER MAIN	7,840.000	LF	2.69	21,089.60	
	** WATERMAIN PH 1 **				\$968,038.07	

4070	SURVEY LAYOUT WM	1,550.000	LF	2.07	3,208.00
4080	AS-BUILT WM	1,550.000	LF	1.94	3,007.00
4090	FLUSH, PT, B.T.	1,550.000	LF	2.88	4,464.00
4100	16" DR-18 WATER MAIN	1,180.000	LF	145.27	171,418.60
4110	12" DR-18 WATER MAIN	300.000	LF	80.6	24,180.00
4120	10" DR-18 WATER MAIN	50.000	LF	60.2	3,010.00
4130	8" DR-18 WATER MAIN	20.000	LF	43.46	869.20
4140	6" DR-18 WATER MAIN	20.000	LF	29.61	592.20
4150	16" BELL RESTRAINTS	40.000	EA	746.22	29,848.80
4160	12" BELL RESTRAINTS	15.000	EA	352.82	5,292.30
4170	10" BELL RESTRAINTS	2.000	EA	328.46	656.92
4180	16" MJ GATE VALVE	4.000	EA	8822.45	35,289.80
4190	12" MJ GATE VALVE	3.000	EA	4616.23	13,848.69
4200	10" MJ GATE VALVE	2.000	EA	3751.03	7,502.06
4210	6" MJ GATE VALVE	3.000	EA	1618.66	4,855.98
4220	SET VALVE BOX	12.000	EA	443.63	5,323.56
4230	FLUSHING HYDRANT	3.000	EA	2682.43	8,047.29
4240	SAMPLE POINT	2.000	EA	356.56	713.12
4250	FIRE HYDRANT ASSY	3.000	EA	5833.73	17,501.19
4260	16" CASE (B) CROSSING	1.000	EA	11980.78	11,980.78
4270	16" MJ 45 BEND	2.000	EA	2207.99	4,415.98
4280	8" MJ 45 BEND	1.000	EA	625.56	625.56
4290	6" MJ 45 BEND	3.000	EA	478.66	1,435.98
4300	6" MJ 90 BEND	3.000	EA	521.45	1,564.35
4310	16"X16" MJ TEE	1.000	EA	3523.46	3,523.46
4320	16"X12" MJ TEE	1.000	EA	2873.34	2,873.34
4330	16"X6" MJ TEE	3.000	EA	2456.45	7,369.35
4340	12"X12" MJ TEE	1.000	EA	1733.13	1,733.13
4350	12"X10" MJ TEE	1.000	EA	1726.23	1,726.23
4360	12"X6" MJ TEE	1.000	EA	1379.78	1,379.78
4370	16"X12" MJ REDUCER	1.000	EA	1471.22	1,471.22
4380	12"X10" MJ REDUCER	1.000	EA	950.84	950.84
4390	16"X2" TAP CAP	2.000	EA	772.2	1,544.40
4400	10"X2" TAP CAP	1.000	EA	475.59	475.59
4410	2IN WATER SERVICE	1.000	EA	1726	1,726.00
4420	PUNCH OUT WATER MAIN	1,550.000	LF	2.69	4,169.50
	** WATERMAIN PEARCE **				\$388,594.70

Item #29.

4440	SURVEY LAYOUT RM	7,680.000	LF	2.07	15,897.00
4450	AS-BUILT RM	7,680.000	LF	2.06	15,820.80
4460	PRESSURE TEST	7,680.000	LF	1.35	10,368.00
4470	8" DR-18 REUSE MAIN	480.000	LF	45.25	21,720.00
4480	6" DR-18 REUSE MAIN	460.000	LF	30.27	13,924.20
4490	4" DR-18 REUSE MAIN	6,740.000	LF	20.12	135,608.80
4500	8" BELL RESTRAINTS	18.000	EA	221.63	3,989.34
4510	6" BELL RESTRAINTS	12.000	EA	162.22	1,946.64
4520	4" BELL RESTRAINTS	52.000	EA	124.23	6,459.96
4530	12" MJ LONG SLEEVE	1.000	EA	4026.12	4,026.12
4540	8" MJ GATE VALVE	2.000	EA	1276.32	2,552.64
4550	4" MJ GATE VALVE	15.000	EA	1335.7	20,035.50
4560	SET VALVE BOXES	17.000	EA	443.68	7,542.56
4570	FLUSHING HYDRANT	7.000	EA	2544.4	17,810.80
4580	6" MJ 45 BEND	4.000	EA	478.25	1,913.00
4590	4" CASE (B) CROSSING	6.000	EA	2575.39	15,452.34
4600	4" MJ 45 BEND	21.000	EA	395.64	8,308.44
4610	4" MJ 22.5 BEND	32.000	EA	391.48	12,527.36
4620	4" MJ 11.25 BEND	26.000	EA	387.37	10,071.62
4630	8"X8" MJ TEE	1.000	EA	1012.7	1,012.70
4640	6"X4" MJ TEE	3.000	EA	740.63	2,221.89
4650	4"X4" MJ TEE	5.000	EA	620.59	3,102.95
4660	8"X2" TAP CAP	2.000	EA	356.73	713.46
4670	4"X2" TAP CAP	8.000	EA	237.69	1,901.52
4680	SET METER BOXES RM	233.000	EA	499.23	116,320.59
4690	SHORT SINGLE SERVICES	22.000	EA	643.45	14,155.90
4700	SHORT DOUBLE SERVICES	46.000	EA	1360.54	62,584.84
4710	LONG SINGLE SERVICES	10.000	EA	737.66	7,376.60
4720	LONG DOUBLE SERVICES	54.000	EA	1498.46	80,916.84
4730	PUNCH OUT REUSE MAIN	7,680.000	LF	2.69	20,659.20
	** REUSE PH 1 **				\$636,942.21
4750	SURVEY LAYOUT RM	1,780.000	LF	2.07	3,684.60
4760	AS-BUILT RM	1,780.000	LF	2.06	3,666.80
4770	PRESSURE TEST	1,780.000	LF	1.35	2,403.00
4780	12" DR-18 REUSE MAIN	1,780.000	LF	80.6	143,468.00
4790	12" BELL RESTRAINTS	51.000	EA	352.78	17,991.78
4800	12" MJ GATE VALVE	7.000	EA	4616.23	32,313.61

4810	8" MJ GATE VALVE	1.000	EA	2552.64	2,552.64	Item #29.
4820	6" MJ GATE VALVE	2.000	EA	1618.65	3,237.30	
4830	SET VALVE BOX	10.000	EA	442.18	4,421.80	
4840	12" BFP	1.000	EA	39873.93	39,873.93	
4850	FLUSHING HYD	3.000	EA	2544.4	7,633.20	
4860	2" IRRIGATION SERVICE	2.000	EA	1382.19	2,764.38	
4870	12" CASE (B) CROSSING	1.000	EA	7720.35	7,720.35	
4880	12" MJ 90 BEND	1.000	EA	1155.93	1,155.93	
4890	12" MJ 45 BEND	20.000	EA	1072.83	21,456.60	
4900	12"X12" MJ TEE	3.000	EA	1733.12	5,199.36	
4910	12"X8" MJ TEE	1.000	EA	1481.92	1,481.92	
4920	12"X6" MJ TEE	2.000	EA	1379.76	2,759.52	
4930	12"X8" MJ REDUCER	1.000	EA	950.84	950.84	
4940	12"X2" TAP CAP	3.000	EA	552.26	1,656.78	
4950	PUNCH OUT REUSE MAIN	1,780.000	LF	2.69	4,788.20	
	** REUSE PEARCE *8				\$311,180.54	
4970	SURVEY LAYOUT WM	2,280.000	LF	2.07	4,719.60	
4980	AS-BUILT WM	2,280.000	LF	2.06	4,696.80	
4990	PRESSURE TEST	2,280.000	LF	1.35	3,078.00	
5000	12" DR-18 WATER MAIN	2,280.000	LF	80.6	183,768.00	
5040	12" BELL RESTRAINTS	50.000	EA	352.82	17,641.00	
5050	12" MJ GATE VALVE	3.000	EA	4616.23	13,848.69	
5060	SET VALVE BOX	3.000	EA	442.25	1,326.75	
5070	FLUSHING HYDRANT	1.000	EA	2682.42	2,682.42	
5080	SAMPLE POINT	3.000	EA	356.57	1,069.71	
5090	ARV AND MANHOLE	1.000	EA	5423.79	5,423.79	
5100	12" CASE (B) CROSSING	4.000	EA	7720.35	30,881.40	
5110	12" MJ 90 BEND	2.000	EA	1157.2	2,314.40	
5120	12" MJ 45 BEND	3.000	EA	1072.57	3,217.71	
5130	12" MJ 22.5 BEND	2.000	EA	1021.93	2,043.86	
5140	12" MJ 11.25 BEND	1.000	EA	999.96	999.96	
5150	12"X12" MJ TEE	2.000	EA	1733.12	3,466.24	
5160	PUNCH OUT WATER MAIN	2,280.000	LF	2.69	6,133.20	
	** WATERMAIN CUL DE SAC **				\$287,311.53	
5300	SILT FENCE	19,590.000	LF	1.94	38,004.60	
5310	STAKED TURBIDITY BARRIER	540.000	LF	10.32	5,572.80	
5320	INLET PROTECTION	62.000	EA	469.56	29,112.72	

5330	MAINT. OF EROSION CTRL.	19,590.000	LF	1.34	26,250.	Item #29.
	** EROSION					\$98,940.72
5400	SWPPP	1.000	LS	25800	25,800.00	
	** SWPPP **					\$25,800.00
5500	BOND	1.000	LS	128193.75	128,193.75	
	** BOND **					\$128,193.75
	Bid Total					\$14,265,928.13

OLD PRICE 14998724.05

CHANGE \$732,795.92



Dunn & Associates, Inc.

CIVIL ENGINEERS / LAND PLANNERS

8647 Baypine Road, Suite 200 Jacksonville, Florida 32256

Phone: (904) 363-8916 Fax: (904) 363-8917

Item #29.

June 21, 2023

Mike Null
Assistant City Manager
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

Re: Rookery Phase 1
Performance Bond Cost Estimate Submittal
PLIP-22-001
Engineer's Job No. 2008-499

Dear Mr. Null,

On behalf of D.R. Horton, Inc. - Jacksonville we are submitting the Engineers Estimate of Cost for the Performance Bond for the referenced project. This estimate is based on the contractor's schedule of values (attached).

Roadway	\$ 2,640,842.43
Drainage	\$ 2,378,745.69
TOTAL	\$ 5,019,588.12
Plat Bond (110% of total)	\$ 5,521,546.93

Sincerely,

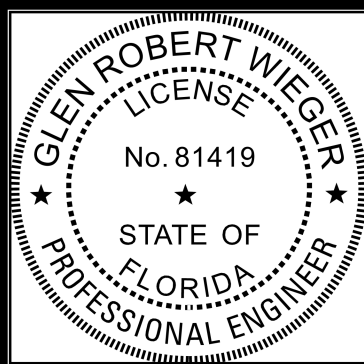
Dunn & Associates, Inc.

Glen R Wieger

Digitally signed by Glen R
Wieger
Date: 2023.06.21 14:03:50
-04'00'

Glen R. Wieger, P.E.
Vice President
FL PE #81419

cc Anthony Sharp



This item has been electronically signed and sealed by Glen R. Wieger, P.E. on 06/21/2023 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE ROOKERY

DRAFT

THIS DOCUMENT PREPARED BY:
Laura Walda, Esq.
215 N. Eola Drive
Orlando, FL 32801

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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE ROOKERY

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ROOKERY is made this _____ day of _____, 2024, by **ADJ ROOKERY, LLC**, a Florida limited liability company, which declares that the real property described on **Exhibit "A"** attached hereto and made a part hereof, which is owned by Declarant, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon Declarant and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I

MUTUALITY OF BENEFIT AND OBLIGATION

Section 1. **Mutuality.** The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 2. **Benefits and Burdens.** Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II

DEFINITIONS

A number of terms are defined within the body of this Declaration, and such terms, when used within this Declaration, shall have the meanings specified where defined herein. The following words, when used in this Declaration shall have the following meanings:

Section 1. **Act.** Section 720, Florida Statutes, as amended and supplemented from time to time.

Section 2. **Assessments.** All assessments which may be levied and assessed by the Association according to the provisions of Articles VII and VIII of this Declaration.

Section 3. **Association.** The Rookery Owners Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached as **Exhibits "B"** and **"C"**, respectively.

Section 4. **Board.** The Board of Directors or other legally recognized governing body of the Association.

Section 5. **CDD.** The Rookery Community Development District, a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes.

Section 6. **Common Area.** All real property (including easements, licenses and rights to use real property) that is more particularly described in Article III, Section 2 of this Declaration, together with all personal property located within or appurtenant to any Common Area. All of the Common Area shall be owned initially by Declarant until conveyed and transferred to the Association as provided in this Declaration; thereafter, the Common Area shall be owned by the Association and not by the Owners. Notwithstanding the foregoing, upon recordation of

the Plat, the Association shall be responsible for all maintenance of the Common Area regardless of ownership, as more particularly provided in Article V, Section 1 below. Notwithstanding the foregoing or anything else in the Declaration or any supplementary Declaration to the contrary, the Common Area specifically and expressly does not include any areas dedicated, to be dedicated, conveyed or to be conveyed to the CDD or other governmental authority or to the public by the Plat, any supplementary Plat or by any deed or other instrument of conveyance.

Section 7. **Community Systems.** Any and all television (cable, satellite or otherwise), telecommunication, internet access, alarm/monitoring, utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant, an affiliate of Declarant, any other entity in which Declarant or an affiliate of Declarant may have an interest (financial or otherwise) or any third party expressly granted the rights by Declarant to provide Community Systems within the Property or pursuant to any grant of easement or authority by Declarant and serving the Common Area and/or more than one Lot.

Section 8. **Conservation Easement.** That certain Conservation Easement granted by the Declarant to the SJRWMD (defined in Article V, Section 2.6.B.) and recorded in the public records of the County, as the same may be amended from time to time. The Conservation Easement encumbers the lands as more particularly described and shown on the Plat or as otherwise subsequently approved by SJRWMD and recorded in the public records of the County in accordance with the District Permit (defined in Section 31 below). The Owner's use of any portion of the Property encumbered by the Conservation Easement shall be governed and regulated by the provisions of the Conservation Easement and Article V, Section 2.9 of this Declaration.

Section 9. **County.** Clay County, Florida, being the county in which the Property is located.

Section 10. **Declaration.** This Declaration of Covenants and Restrictions for The Rookery as amended from time to time, together with any Supplementary Declarations or amendments hereto, which may be recorded among the public records of the County.

Section 11. **Declarant.** ADJ Rookery, LLC, and its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of Declarant as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to ADJ Rookery, LLC as Declarant of the Property is not intended and shall not be construed to impose upon ADJ Rookery, LLC any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from ADJ Rookery, LLC and develop and resell the same.

Section 12. **FDEP.** The State of Florida Department of Environmental Protection, or any agency or department that is the successor thereto.

Section 13. **Home.** Any improved portion of the Property located within a Lot and intended for use as a residential dwelling, including without limitation, any detached residential dwellings, condominium units, townhouse units, apartment units, duplexes or other attached residential dwellings.

Section 14. **Improvements.** All structures or artificially created conditions and appurtenances thereto of every type and kind located within the Property, including, but not limited to, as and if applicable, buildings and all support and ancillary structures thereto, walkways, paths, recreation areas and facilities and ancillary structures, berms, fountains, sprinkler systems, streets and roadways, driveways and parking areas, fences, walls, landscaping, poles, signs, mailboxes, street lights and signs and any alterations, repair or replacement of any of the foregoing.

Section 15. **Institutional Mortgage.** Any mortgage held by an Institutional Mortgagee on any property within the Subdivision.

Section 16. **Institutional Mortgagee or Institutional Lender.** Any lending institution owning a first mortgage encumbering any Lot within the Property, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company or any subsidiary thereof licensed to do business in the State of Florida or qualified to make mortgage loans in the State of Florida, national banking association chartered under the laws of the United States of America, or any "secondary mortgage market institution," including the Federal National

Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration, the Federal Housing Administration or the Department of Housing and Urban Development or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

Section 17. **Interest.** The maximum non-usurious interest rate allowed by law on the subject debt or obligation; if no such rate is designated by law, then eighteen percent (18%) per annum.

Section 18. **Legal Fees.** All fees for attorney and paralegal services incurred in connection with negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is commenced) through and including all trial and appellate levels and post-judgment or collection proceedings, and all costs incurred with respect to the matters set forth above.

Section 19. **Lot.** Each platted lot located within the Property which is designated by Declarant by recorded covenant or deed restriction for single family residential use. No Lot shall include any portion of the Common Area owned in fee simple by the Association or the CDD.

Section 20. **Lot Improvements.** Any Improvement addressed in Article IX, Section 5 that requires ARC review and approval.

Section 21. **Member.** Any member of the Association which shall be each Owner of the fee simple title to a Lot within the Property.

Section 22. **Operating Expenses.** All operating expenses of the Association as defined and described in Article VII, Section 2 of this Declaration.

Section 23. **INTENTIONALLY DELETED**

Section 24. **Owner.** The record fee simple owner or owners of any Lot; provided, however, that Owner shall not include a homebuilder acquiring Lots from the Declarant for initial construction of a single family residence thereon.

Section 25. **Plat.** The subdivision plat for The Rookery, recorded in Map/Plat Book __, pages _____ through _____, inclusive, of the public records of the County, and such additional subdivision plats as may be recorded with respect to any additional Property as may be added in accordance with the provisions of Article IV, Sections 2 and 3 of this Declaration.

Section 26. **Property or Subdivision Parcel.** The real property described on the attached **Exhibit "A"** and such additions and deletions thereto as may be made in accordance with the provisions of Article IV, Sections 2 and 3 of this Declaration.

Section 27. **Rules and Regulations.** The rules and regulations promulgated from time to time by the Board in accordance with the terms of this Declaration.

Section 28. **Special Assessments.** Assessments defined in Article VII, Section 2.3, of this Declaration.

Section 29. **Subdivision.** The Rookery community, as more particularly described in Article III of this Declaration.

Section 30. **Subdivision Documents.** In the aggregate, this Declaration, the Articles, the Bylaws, the Plat, any Rules and Regulations promulgated by the Association and any and all amendments and Supplementary Declarations, all as may be further amended and/or supplemented from time to time.

Section 31. **Supplementary Declaration.** Any instrument executed by Declarant which, when recorded in the official records of the County, shall: (a) commit additional property, if any, to the provisions of this

Declaration, and shall be the only method of committing such additional property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the effect of this Declaration, (c) designate portion(s) of the Property or additional property as Common Area hereunder, or withdraw lands from the Common Areas within the Property, and/or (d) be for such other purposes as are provided in this Declaration. A Supplementary Declaration may also be used to add additional covenants, restrictions, reservations, regulations, burdens, liens and easements upon the Property or any portion thereof, remove any existing covenant, restriction, reservation, regulation, burden, lien or easements from the Property or any portion thereof and/or declare certain properties to be or not to be Common Area. The Association shall join in the execution of any Supplementary Declaration at the request of Declarant but such joinder shall not be required to make any such Supplementary Declaration effective. The Owners shall not be required to join in the execution of any Supplementary Declaration but shall nevertheless be bound thereby.

Section 32. **Surface Water or Stormwater Management System.** A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to SJRWMD permit number 142441-6 (as amended, modified or extended, the "District Permit"), and pursuant to Chapter 62-330, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area unless otherwise conveyed to the CDD.

Section 33. **Tenant.** Any person other than an Owner who has possessory rights in or to any Lot or who is otherwise in possession of a Lot or any portion thereof.

Section 34. **Turnover Date.** The date on which control of the Association shall be transitioned from Declarant to the Owners, which date shall be determined by Declarant at its election but not later than that date required by Section 720.307, Florida Statutes.

Section 35. **Zoning Code.** The applicable zoning, land development or land use law, ordinance or code adopted by the City of Green Cove Springs, Clay County, Florida.

ARTICLE III

DESCRIPTION OF SUBDIVISION:

Section 1. **General Plan of Development.** The Subdivision comprises the Property encompassing, or which will encompass, Lots and Common Area, as more particularly defined by this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplementary Declaration(s). The Property initially declared hereunder is described in **Exhibit "A"** attached hereto. The Subdivision is intended to comprise One Thousand Two Hundred Ninety three (1,293) Homes, each Home located on a single Lot, together with the Common Area, all in accordance with, but subject to, the terms of the Subdivision Documents. Notwithstanding the foregoing, Declarant hereby reserves the right to modify its plan of development of the Subdivision (including, without limitation, the right to modify the site plan and the right to change the recreational facilities, amenities, product types and number of Homes to be constructed) and/or the right to add land to or to withdraw land from the Subdivision. Therefore, in the event Declarant modifies its plan of development of the Subdivision and/or adds land to or withdraws land from the Subdivision, it is hereby acknowledged by each Owner that the number of Lots, the layout of Lots and/or the size of Lots within the Subdivision may change. Declarant's general plan of development further contemplates that the Homes to be constructed within the Subdivision shall be whatever types of structures Declarant may choose which and which shall be deemed in conformance with this Declaration. Declarant's general plan of development may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate, as well as any changes thereto.

Additional Property will become a part of the Subdivision if, and only if, Declarant in its sole discretion adds Additional Property to the Subdivision by recording a Supplementary Declaration to such effect. Declarant hereby reserves an easement for ingress and egress and for utilities and drainage over, under and across the Common Area for the benefit of any Additional Property; provided however, no such easement may be granted upon any portion of the Property that lies directly beneath a Home.

Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and master plan of the Subdivision, the right to change the recreational facilities and amenities, and the right to change the product types and number of Homes to be constructed within the Subdivision) in such manner as Declarant in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct the Subdivision according to the present plan of development nor as obligating Declarant to declare any Additional Property to be Property.

Section 2. **Common Area.** The Common Area shall consist of: (a) the property indicated on the Plat and supplementary Plat(s), if any, as Common Area or as property or easements reserved for, dedicated or granted to the Association or reserved by the Declarant and to eventually be conveyed to the Association, and all Improvements constructed thereon whether by Declarant or the Association, but not owned or maintained by a public or private utility company or other entity; (b) any easements assigned or granted by Declarant to the Association or property or facilities conveyed by Declarant to the Association, including without limitation the Conservation Easement; and (c) any other property designated as Common Area in this Declaration or any Supplementary Declaration. Notwithstanding the foregoing or anything else in this Declaration or any supplementary Declaration to the contrary, the Common Area specifically and expressly does not include any areas dedicated, to be dedicated, conveyed or to be conveyed to the CDD or other governmental authority or to the public by the Plat, any supplementary Plat or by any deed or other instrument of conveyance. The Common Area shall be used for those purposes as set forth in this Declaration or the Plat and supplementary Plat(s), if any, and include, as applicable, landscaping, irrigation, signage, lakes, drainage, preserves, conservation areas, open space, buffer, storm water management, irrigation, recreational and roadways (if private) as well as other proper purposes by the Association and the Owners and their family members, guests, invitees and Tenants in accordance with the Subdivision Documents. Common Area may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or Tenants.

Such portions of the Common Area upon which Declarant and/or the Association has constructed or hereafter constructs Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located, or to be located, thereon. Declarant and the Association reserve the right, but shall not be obligated, to construct additional facilities upon the Common Area. Declarant's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of Declarant. The Association's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of the Association.

In the event of any doubt, conflict or dispute as to whether any portion of the Property is or is not Common Area under this Declaration, Declarant may, without the consent of the Association or then existing Owners, record in the public records of the County, a Supplementary Declaration resolving such issue and such Supplementary Declaration shall be dispositive and binding. After Declarant no longer owns any portion of the Property, the Association may, without the consent of the existing Owners, record the aforesaid Supplementary Declaration, which shall have the same dispositive and binding effect.

Section 3. **Community Systems.** Declarant or the Association shall have the right to enter into one or more agreement(s) ("Bundled Service Agreements") for receipt of television (via cable, satellite or otherwise), entertainment, telecommunication, internet monitored alarm and/or other services (collectively, "Bundled Services") for Homes in the Subdivision. Any and all costs and expenses incurred by the Association under or pursuant to any Bundled Service Agreements entered into by Declarant or the Association for Bundled Services will be assessed against all Lot Owners. It is contemplated that there may be features and services that are or will be available in addition to and not part of the Bundled Services (each, an "Optional Service"). Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement except to the extent, if any, that any Owner elects to receive an Optional Service (being a service not automatically received by all Owners entitled to receive Bundled Services pursuant to the Bundled Services Agreements). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate Declarant or the Association to enter into any Bundled Services Agreement.

ARTICLE IV

PROPERTY SUBJECT TO THIS DECLARATION:

Section 1. **No Implied Extension of Covenants.** Each Owner and each Tenant, by becoming an Owner or Tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 2 below shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting or requiring Declarant to subject any other property now or hereafter owned by Declarant to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 2 below.

Section 2. **Additional Lands.** Declarant may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time, provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Article IV, Section 2, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous), and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VII of this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of the County, a Supplementary Declaration executed by Declarant with respect to the lands to be added. Declarant reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3. **Withdrawal of Lands.** With the consent and joinder of Owners holding a majority of the votes in the Association, Declarant may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon Declarant's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of the County a Supplementary Declaration executed by Declarant with respect to the lands to be withdrawn.

ARTICLE V

COMMON AREA RIGHTS; EASEMENTS

Section 1. **Conveyance of Common Area.** Upon recordation of the Plat, the Association shall be deemed to have accepted responsibility for the Common Areas dedicated thereby. Declarant agrees that fee simple title to all of the Common Area owned by Declarant shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, and such conveyance or assignment shall be deemed accepted by the Association. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds. Any such conveyance shall not however, impair in any way Declarant's rights and easements as set forth in this Declaration.

At the time of conveyance of the Common Area or any portion thereof, the Association shall be deemed to have accepted fee simple title to the Common Area, together with the personal property and Improvements appurtenant thereto, if any. The Association has accepted the Common Area and the personal property and Improvements appurtenant thereto in "AS IS" "WHERE IS" condition, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Common Area and the personal property and Improvements appurtenant already dedicated to the Association and to be conveyed to the Association hereafter. IN THAT REGARD, THE ASSOCIATION AND EACH OWNER KNOWINGLY AND VOLUNTARILY RELINQUISHES AND WAIVES, AND DECLARANT EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) AS TO THE COMMON AREA AND PERSONAL PROPERTY AND IMPROVEMENTS WHETHER ARISING FROM CUSTOM, USAGE OR TRADE, COURSE OF CONDUCT, COURSE OF DEALING, CASE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. TO THE EXTENT THAT BY LAW OR OTHERWISE ANY OF THE WARRANTIES RELINQUISHED, WAIVED OR DISCLAIMED CANNOT BE RELINQUISHED, WAIVED OR DISCLAIMED, IN WHOLE OR IN PART, ALL SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM CLAIMS OF PROPERTY DAMAGE, LOSS OF USE, PERSONAL INJURY OR EMOTIONAL DISTRESS).

Commencing upon the date this Declaration is recorded, and notwithstanding that title thereto has not yet been conveyed to the Association, the Association shall be responsible for the maintenance of the Common Area in a

continuous and satisfactory manner without cost to the general taxpayers of the County. The Association shall be responsible for the payment of real estate taxes, if any, against the Common Area including taxes accruing on any Improvements and any personal property thereon from and after the date this Declaration is recorded.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to or in connection with the existence or use of any Common Area or any other property required to be maintained by the Association.

Subject to the foregoing, Declarant may mortgage any or all portions of the Common Area or finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Common Area shall be released from any such mortgage no later than the date same is conveyed to the Association.

Section 2. **Grant and Reservation of Easements.** Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association and Declarant as hereinafter specified for the following purposes:

2.1. **Utility and Services Easements.** All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services other than Community Systems to the Common Area and the Lots, including, but not limited to, power, lights, telephone, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, mail, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies, provided however, that no such easements may be granted or created on any portion of a Lot on which a Home has then been constructed.

2.2. **Easement for Encroachment.** All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Home or appurtenant Improvements installed by Declarant such as stucco, a fence or underground footer now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees.

2.3. **Easement to Enter Upon Lots.** An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Subdivision Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area and to maintain any Lot in the event the Owner thereof fails to do so.

2.4. **Easement over Common Area.** An easement of enjoyment in favor of all Owners, their family members, guests, invitees and Tenants in and to the Common Area which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

A. the right of the Association to suspend the right to use the Common Area of any Owner and such Owner's family members, guests, invitees and Tenants for any period during which Assessments against such Owner's Lot remain unpaid, subject to the notice and hearing provisions in Article XIII, Section 1 herein;

B. the right of the Association to grant permits, licenses and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property;

C. compliance by every person who uses any of the Common Area subject to the provisions of the District Permit and the Conservation Easement; and

D. all provisions set forth in the Subdivision Documents.

2.5. Easement for Roof Overhang. An easement or easements to provide for the roof overhang of a Home in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang.

2.6. Surface Water or Stormwater Management System Easement.

A. Blanket Surface Water or Stormwater Management System Easement. The plan for the development of the Property includes the construction of a Surface Water or Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes and/or berms and access easements to the Surface Water or Stormwater Management System as may be shown on the Plat or otherwise dedicated. Declarant hereby reserves for itself, its successors and assigns, and grants to the Association and/or the CDD, as applicable and its designees, a perpetual, nonexclusive easement over and across all areas of the Surface Water or Stormwater Management System for the drainage of stormwater from the Property. Portions of the Surface Water or Stormwater Management System may be located entirely within Lots.

B. Surface Water or Stormwater Management System Maintenance. Except as specifically set forth herein to the contrary, the Association and/or the CDD, as applicable shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Surface Water or Stormwater Management System to provide drainage, water storage, conveyance or other stormwater management capabilities in accordance with all the permits, statutes, rules and regulations pertaining to surface water management, drainage and water quality promulgated by the United States Army Corps of Engineers ("ACOE"), FDEP, St. Johns River Water Management District ("SJRWMD") and all other local, state and federal authorities having jurisdiction.

The Association and/or the CDD, as applicable shall maintain and control the water level and quality of the Surface Water or Stormwater Management System and the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association and/or the CDD, as applicable shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish and fungi in and on any portion of the retention lakes or drainage easement. **The Owners of Lots adjacent to or containing any portion of the Surface Water or Stormwater Management System shall (i) maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) irrespective of ownership of such land, (ii) keep the grass, plantings and other lateral support of the embankments in a clean and safe manner, and (iii) prevent erosion and shall remove trash and debris as it may accumulate in the system, from time to time.** In order to provide adequate assurance that the Surface Water or Stormwater Management System will adequately function, appropriate maintenance procedures, including but not limited to the following, shall be followed:

(1) The Association and/or the CDD, as applicable shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.

(2) The Association and/or the CDD, as applicable shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.

(3) The Association and/or the CDD, as applicable shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

C. Surface Water or Stormwater Management System Maintenance Easement. The Association and/or the CDD, as applicable is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Surface Water or Stormwater Management System and over and across any portion of a Lot which is a part of the Surface Water or Stormwater Management System or upon which a portion of the Surface Water or Stormwater Management System is located, to operate, maintain and repair the Surface Water or Stormwater Management System as required by the District Permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Lots as part of the Surface Water or Stormwater Management System or take any other action reasonably necessary, following which Declarant or the Association and/or the CDD, as applicable shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant or the Association and/or the CDD, as applicable shall not be required to replace or repair fences, walks, structures, landscaping or other improvements which are removed or damaged. Declarant or the Association and/or the CDD, as

applicable shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Declarant or the Association and/or the CDD, as applicable, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant or the Association and/or the CDD, as applicable and shall not be construed to obligate Declarant or the Association and/or the CDD, as applicable to take any affirmative action in connection therewith. The Owners of Lots adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Surface Water or Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

D. Improvements. No docks, bulkheads or other structures, permanent or temporary, shall be constructed on, over or under any portion of the Surface Water or Stormwater Management System without the prior written consent of the Association and/or the CDD, as applicable and the approval of the ARC or Declarant, which consent or approval may be withheld for any reason. Any improvements to the Surface Water or Stormwater Management System permitted by the Association and/or the CDD, as applicable and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Surface Water or Stormwater Management System may also require the prior written approval of the SJRWMD. After receiving the approval of the Association and/or the CDD, as applicable, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvement.

E. Use and Access. Declarant and the Association and/or the CDD, as applicable shall have the right to adopt reasonable Rules and Regulations from time to time in connection with the use of the surface waters of any portion of the Surface Water or Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Declarant or the Association and/or the CDD, as applicable, may create or participate in a disturbance or nuisance on any part of the Surface Water or Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the Rules and Regulations of Declarant and the Association and/or the CDD, as applicable, all permits issued by governmental authorities and any rights granted to other persons pursuant to the Rules and Regulations of Declarant and the Association and/or the CDD, as applicable. No gas or diesel driven watercraft shall be operated on any portion of the Surface Water or Stormwater Management System, including retention lakes. Swimming is strictly prohibited in the retention lakes.

F. LIABILITY. NEITHER DECLARANT NOR THE ASSOCIATION AND/OR THE CDD, AS APPLICABLE SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE FACILITIES OR ANY PART OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS OR INVITEES, RELEASES DECLARANT AND THE ASSOCIATION AND/OR THE CDD, AS APPLICABLE FROM ANY LIABILITY IN CONNECTION THEREWITH.

DECLARANT AND THE ASSOCIATION AND/OR THE CDD, AS APPLICABLE SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING BUT NOT LIMITED TO LIFEGUARDS, FOR THE RETENTION LAKES AND/OR ANY PORTIONS OF THE COMMON AREA. ANY INDIVIDUAL USING THE RETENTION LAKES AND/OR ANY PORTIONS OF THE COMMON AREA SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS DECLARANT AND THE ASSOCIATION AND/OR THE CDD, AS APPLICABLE HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS (INCLUDING, WITHOUT LIMITATION, THOSE FROM PROPERTY DAMAGE, INJURY AND/OR DEATH) ARISING FROM SUCH USE.

NEITHER DECLARANT, THE ASSOCIATION AND/OR THE CDD, AS APPLICABLE NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT

TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT BANKS AND SLOPES ASSOCIATED WITH THE SURFACE WATER AND STORMWATER MANAGEMENT SYSTEM OR OTHER WATERBODIES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION OR TOPOGRAPHY OF ANY BANKS, SLOPES OR BOTTOMS ASSOCIATED WITH THE SURFACE WATER AND STORMWATER MANAGEMENT SYSTEM OR OTHER WATERBODIES WITHIN OR NEAR THE PROPERTY.

THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF THE DISTRICT PERMIT OR ANY PERMIT ISSUED BY THE ACOE. THE ACOE AND DISTRICT PERMITS ARE OR WILL BE OWNED BY THE ASSOCIATION AND/OR THE CDD, AS APPLICABLE AND THE ASSOCIATION AND/OR THE CDD, AS APPLICABLE HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION AND/OR THE CDD, AS APPLICABLE SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY THE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE APPLICABLE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE APPLICABLE PERMITS AND FOR ANY REASON DECLARANT OR THE ASSOCIATION AND/OR THE CDD, AS APPLICABLE IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD DECLARANT AND THE ASSOCIATION AND/OR THE CDD, AS APPLICABLE HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR ACOE, AS APPLICABLE.

G. Wetlands, Jurisdictional Land Swales. This Declaration is subject to the rights of the State of Florida over portions of the Property that may be considered wetlands, marshes, sovereignty or jurisdictional lands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, mowing, improving, landscaping or removal of plant life existing on his or her Lot. Further, certain Lots may be improved with swales constructed within Lots that are contiguous to any jurisdictional lands. The Owners thereof shall not remove or modify the swales without the consent of the applicable governmental entities. Any Owner who alters or otherwise modifies any swale, including mowing, shall repair and restore any such swale to be in full compliance with the applicable Permits, at such Owner's sole cost and expense, and shall indemnify and hold Declarant and the Association and/or the CDD, as applicable harmless from such violation.

H. Rights of the SJRWMD. Notwithstanding any other provisions contained elsewhere in this Declaration, the SJRWMD shall have the rights and powers enumerated in this paragraph. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration, the District Permit or the Conservation Easement that relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and the Conservation Easement. Any repair or reconstruction of the Surface Water or Stormwater Management System or the Conservation Easement shall be as permitted, or if modified, as approved in writing by the SJRWMD. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including any buffer areas, if any, swales, treatment berms or swales, without prior written approval of the SJRWMD. Any amendment to this Declaration that alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition including the water management portions of the Common Area, must have prior written approval of the SJRWMD. In the event that the Association and/or the CDD, as applicable is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System must be assigned to and accepted by an entity approved in writing by the SJRWMD.

I. **Indemnity.** Declarant may be required to assume certain duties and liabilities for the maintenance of the Surface Water or Stormwater Management System or drainage system within the Property under the Plat or any supplementary Plat, permits or certain agreements with governmental agencies. The Association and/or the CDD, as applicable further agrees that subsequent to the recording of this Declaration, it shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Surface Water or Stormwater Management System occasioned in whole or in part by any action, omission of the Association and/or the CDD, as applicable or its agents, contractor, employees, servants or licensees but not excluding any liability occasioned wholly or in part by the acts of Declarant, its successors or assigns. Upon completion of construction of the Surface Water or Stormwater Management System or drainage system Declarant shall be deemed to have assigned all its rights, obligations and duties thereunder to the Association and/or the CDD, as applicable. The Association and/or the CDD, as applicable shall assume, and be deemed to have assumed, all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

J. **Declarant's Rights.** Declarant, its successors and assigns, shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release or otherwise assign the easements shown on the Plat or any supplementary Plats of the Property or as described herein, (ii) to plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on the Plat or supplementary Plat, if any, of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change. Owners of Lots subject to easements shown on the Plat or any supplementary Plats of the Property shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the easement area. The Owners of Lots subject to any easements shall not construct any Improvements on the easement areas, alter the flow of drainage or install landscaping on such areas with hedges, trees or other items that might interfere with the exercise of the easement rights. Any Owner who constructs any Improvements on such easement areas shall remove the Improvements upon written request of Declarant, the Association and/or the CDD, as applicable or the grantee of the easement.

2.7. **Plat Easement(s).** The Plat and/or supplementary Plat(s), if any, may contain additional easements not discussed herein, granted in favor of the Association and/or the CDD, as applicable or others, for the specific purposes as described therein.

2.8. **Easement for Community Systems.** Notwithstanding anything to the contrary in this Declaration, Declarant and its affiliates, and its and their designees shall have a perpetual exclusive easement over, across, upon and under the Common Area and the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems.

2.9. **Conservation Easement.** The Conservation Easement severely limits the use that any person may make of any part of the Property encumbered thereby, and each person who ever hereafter acquires any interest in any part of the Property agrees and acknowledges that it is aware of and shall strictly comply with the Conservation Easement.

Section 3. **Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws such Owner's right of enjoyment to the Common Area to the members of such Owner's family or to Tenants who have possessory rights in and to such Owner's Home, subject to the Subdivision Documents. An Owner may not delegate to any person a right to use any Common Areas unless such person then has the right to possess the Owner's Home and Lot.

Section 4. **Recognition of Easements.** Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration or any other Subdivision Document.

Section 5. **Assignments; Additional Easements.** The easements reserved hereunder may be assigned by Declarant or the Association and/or the CDD, as applicable in whole or in part to any city, county or state government or agency thereof, any duly licensed or franchised public utility or any other designee of Declarant. Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Home is located) which may be necessary or desirable by Declarant. The Owners hereby authorize Declarant and/or the Association and/or the CDD, as applicable to execute, on their behalf and without any further authorization, such grants of

easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD; DURATION OF THE ASSOCIATION

Section 1. **Membership and Voting Rights.** Membership in the Association, and the voting rights of the Members, shall be established and terminated as set forth in the Articles and Bylaws. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Subdivision Documents.

Section 2. **Board.** The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles and Bylaws.

Section 3. **Financial Crimes Enforcement Network ("FinCEN") Reporting.** As of January 2024, following adoption of the federal Corporate Transparency Act, beneficial owners of entities including homeowners' associations are required to file certain identifying information with FinCEN, a bureau of the U.S. Department of the Treasury. This includes all current and subsequently elected and appointed Board members of the Association. In order to be eligible to serve on the Board, individuals who are current Board members or those elected or appointed to fill a vacant position, shall obtain a FinCEN Identifier by registering with FinCEN online at <https://fincenid.fincen.gov/landing>. The issued FinCEN Identifier shall be promptly provided to the current Board along with all other necessary identifying information to allow the Board to update its Beneficial Ownership Information Report ("BOI Report"). If for any reason, the FinCEN Identifier is not timely provided or the Board is unable to register and update its BOI Report within the deadlines established by FinCEN, then such individual shall not be eligible to serve on the Board and will be removed if currently serving on the Board.

Section 4. **Duration of the Association.** The duration of the Association shall be perpetual, as set forth in the Articles. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved in writing by the SJRWMD, Florida Department of Environmental Regulation or other governmental authority having jurisdiction prior to such termination, dissolution or liquidation.

ARTICLE VII

COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

Section 1. **Affirmative Covenant to Pay Assessments and Special Assessments.** In order to: (a) fulfill the terms, provisions, covenants, conditions, restrictions, reservations, regulations, burdens, liens and easements contained in the Subdivision Documents; and (b) maintain, operate and preserve the Common Area for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and Tenants, there is hereby imposed upon each Lot and each Owner the affirmative covenant and obligation to pay to the Association, commencing from and after the first conveyance of a Lot from Declarant as evidenced by the recordation of a deed in the public records of the County (in the manner herein set forth), all Assessments which are imposed by the Association to provide for payment of the Operating Expenses and reserves, and all Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Subdivision Documents. Declarant shall have no obligation to pay any Assessments on any Lot which it owns so long as Declarant elects to fund the Deficit as provided in Article VIII, Section 5 below.

Section 2. **Operating Expenses; Reserves; Special Assessments.**

2.1. The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein

or as may be otherwise provided in the Subdivision Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Common Area, the Community Systems or against any and all personal property or Improvements thereon; (2) all charges levied for Community Systems or other utilities providing services for the Common Area or to Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, telecommunication services, home monitoring, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance contemplated to be paid hereunder including, but not limited to, liability and casualty insurance for the Common Area and directors and officers liability insurance for the officers and directors of the Association; (4) any sums necessary for the maintenance and repair of the Common Area and all Improvements located thereon; (5) administrative and operational expenses of the Association and the ARC; (6) all sums necessary for the maintenance and repair of the Surface Water or Stormwater Management System to be maintained by the Association, including but not limited to work within retention areas, drainage structures and drainage easements; and (7) any and all expenses deemed to be Operating Expenses by the Association and/or under this Declaration.

2.2. Reserves for replacements are specifically excluded from Operating Expenses. The Board may, if it so determines, include reserves in the Association's annual budget.

2.3. In addition, any expense of the Association which is not an Operating Expense shall be the subject of a Special Assessment. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Common Area or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Common Area to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and Legal Fees incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Subdivision Documents or the enforcement of the use and occupancy restrictions contained in the Subdivision Documents. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner as the Assessment.

Section 3. **Establishment of Liens.** Each Assessment against a Lot, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Subdivision Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the public records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. In the event an Institutional Mortgagee of record obtains title to a Lot as a result of foreclosure of its Institutional Mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall be liable for Assessments to the maximum extent provided by Section 720.3085(2)(c), Florida Statutes, as amended from time to time, and shall not be liable for any greater share of Assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of a deed or title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Lot in question is secured by a claim of lien for Assessments that is recorded prior to the recordation of the Institutional Mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

Section 4. **Collection of Assessments.** In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

4.1. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

4.2. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is (are) liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s) and Parcel Owner(s) and such advance by the Association shall not waive the default.

4.3. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 3 above. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property. By taking such action, the Association shall not be precluded from seeking a remedy under Section 4.4 below.

4.4. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure of the Association. By taking such action, the Association shall not be precluded from seeking a remedy under Section 4.3 above.

4.5. To charge Interest on such Assessment from the date it becomes due, as well as a late charge of Twenty-Five and No/100 Dollars (\$25.00) to defray additional collection costs.

4.6. To suspend the use rights of the Owner(s) in default to the Common Area, subject to the Notice and Hearing provisions in Article XIII, Section 1 herein.

4.7. To suspend the right of the Owner(s) in default to vote on any matter on which Owners have the right to vote if such Owner is delinquent in payment of Assessments or Special Assessments for more than ninety (90) days.

Section 5. **Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement.** Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot(s). Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to Legal Fees, and the Association shall execute an instrument in recordable form acknowledging such reimbursement obligation(s) and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

Section 6. **Collection by Association.** Subject to the provisions of Article VIII below, the Association shall initially collect all assessments and other sums due the Association. Each Owner will receive one or more statements annually or each quarter, as applicable, from the Association which lists the amounts owed to the Association.

ARTICLE VIII

METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

Section 1. **Determining Amount of Assessments.** The total anticipated Operating Expenses and reserves for each calendar year shall be set forth in the budget ("Budget") prepared by the Board as required under the Subdivision Documents. Each Lot shall be assessed its pro rata portion of the total anticipated Operating Expenses and reserves, which shall be the "Assessment" as to each Lot. Operating Expenses and reserves shall be divided by the total number of Lots planned for the Subdivision, but subject to change in accordance with this Declaration. Notwithstanding anything in the Subdivision Documents to the contrary, only a "Lot" and the Owner thereof shall be obligated to pay Assessments. Further, any Assessment for Legal Fees incurred by the Association for lawsuits shall

be deemed an Operating Expense which is properly the subject of Special Assessment and not the subject of an Assessment, except the Legal Fees incurred by the Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to the Subdivision Documents or the enforcement of the use and occupancy restrictions contained in the Subdivision Documents.

Section 2. **Assessment Payments.** Assessments, exclusive of Special Assessments, shall be payable quarterly, in advance, on the first (1st) day of each fiscal quarter. Notwithstanding the foregoing, the Board has the right to change the method and frequency of the payments of Assessments. Assessments, and the amount or frequency of payments thereof, may be adjusted from time to time by the Board due to changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required.

Section 3. **Special Assessments.** Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative assent of at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws; provided, however, the Board acting alone and without the consent of Members may levy Special Assessments for the following: i) in the event of a casualty loss to repair and replace Common Area which is not insurable (e.g., landscaping, fencing, etc.), not insured, under insured or where insurance coverage was denied by the insurance carrier after the casualty loss; ii) to obtain funds to cover insurance deductibles in the event of a casualty loss; and iii) any Special Assessment authorized by Article VII, Section 2.3 herein. Prior to the Turnover Date, a Declarant-controlled Board may make a Special Assessment without such vote of the Members. Special Assessments are not included in the guarantee set forth in Section 5 below.

Section 4. **Liability of Owners for Lot Assessments.** By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges that each Lot and the Owners thereof are jointly and severally liable for their own Lot Assessments and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Lot Assessment or any portion thereof, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Lot Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Lot Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Subdivision Documents.

Section 5. **Declarant's Obligation for Assessments and Optional Declarant Deficit Funding.** To the extent permitted by Florida law and as specified in Section 720.308(1)(b) of the Act, during the time which Declarant has the right to control the Board, Declarant may satisfy the obligation for Assessments on completed Homes which it owns either by paying Assessments in the same manner as any other Owner or by funding the Budget deficit. The Budget deficit is the difference between (i) the amount of Assessments levied on Completed Homes owned by Owners other than Declarant, and (ii) the amount of the Association's actual expenditures during the fiscal year, excluding contributions to reserves and excluding Special Assessments arising as a result of any unusual loss or liability. Unless Declarant otherwise notifies the Board in writing at least thirty (30) days before the beginning of the fiscal year, Declarant shall continue paying on the same basis as during the previous fiscal year. Regardless of Declarant's election, Declarant's Assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these, the value of which shall be quantified with proof of invoices, etc. After Declarant's right to control the Board terminates, Declarant shall pay Assessments on completed Homes which it owns in the same manner as any other Owner. Declarant's rights under this Section 5 do not constitute a guarantee of Assessments or Operating Expenses under and as described in Section 720.308(2) of the Act.

Section 6. **Intentionally Deleted.**

Section 7. **Declarant Subsidies.** Except as may be limited by applicable law, Declarant may (at its sole election): subsidize the Budget of the Association as provided below by making voluntary contributions in amounts determined by Declarant in Declarant's sole discretion. During the period of time that Declarant is offering Homes for

sale in the Subdivision and/or based on the number of Homes owned by Owners other than Declarant, Declarant may seek to keep Assessments lower than they otherwise may be by subsidizing the Budget of the Association by making voluntary contributions in amounts determined by Declarant. The amount of any such voluntary contributions may vary from time to time or may be discontinued and/or recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, the amount of any such voluntary contribution, the discontinuance and/or recommencement of any such voluntary contributions shall all be made by Declarant in Declarant's sole discretion and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the Budget and thus lower the Assessments payable by the Owners that would otherwise be higher based on the Operating Expenses of the Association.

Section 8. **Waiver of Use.** No Owner, other than Declarant, is exempt from personal liability for Assessments duly levied by the Association. No Owner may avoid the obligation to pay Assessments by attempting to waive the use and enjoyment of the Common Area and the facilities thereon or by abandonment of such Owner's Home.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. **Declarant Exempt.** The provisions of this Article IX, Sections 2 through 9, shall not be operative against Declarant for any period of time when Declarant owns any of the Lots.

Section 2. **Architectural Review Committee.** The site development, design and architectural review and control functions of the Association shall be administered and performed by the Architectural Review Committee ("ARC"), which shall consist of three (3) or five (5) members, none of whom are required to be Members of the Association. The Board of Directors of the Association shall have the right to appoint all of the members of the ARC. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation or termination of service of any member thereof shall be filled by the Board of Directors. If the ARC does not function or exist, for whatever reason at any time hereafter, then all of the functions otherwise to be performed by the ARC shall be performed by the Association as a whole.

Section 3. **Powers and Duties of the ARC.** The ARC shall have the following powers and duties:

3.1. To require submission to the ARC of two (2) complete sets of all preliminary and final plans and specifications for any improvement or structure of any kind requiring review and approval of the ARC pursuant to this Article IX. The ARC may also require submission of samples of building materials, surveys and such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with the Subdivision Documents and applicable use restrictions and design criteria established by Declarant.

3.2. To approve or disapprove in accordance with the provisions of this Article IX, any improvements or structures of any kind, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARC may, but need not be, evidenced by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

3.3. To adopt a schedule of reasonable fees for processing requests for ARC approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARC.

Section 4. **Compensation of ARC.** The Board may, at its option, pay reasonable compensation to any or all members of the ARC, provided however, for so long as a majority of the Board of Directors shall be appointed by Declarant, no member of the ARC may be compensated.

Section 5. **Architectural Review and Approval.** No Lot Improvement of any kind, including without limitation, any building, addition, pool, play set or play equipment, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other structure or Improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, alteration, replacement or removal thereof be made unless and until the plans, specifications and location of the same have been submitted to and approved in writing by the ARC. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with use restrictions or architectural criteria which may be imposed from time to time by Declarant or the Association with respect to any particular portion of the Property. Any Owner desiring to make any Lot Improvement shall supply two (2) sets of completed plans and specifications to the ARC and no plan or specification shall be deemed approved unless a written approval is granted by the ARC to the Owner submitting same. The ARC shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARC to the Owner submitting same.

Section 6. **Security Deposit for Improvements.** Upon any Owner's submittal to the ARC for approval of any Lot Improvements as required in Section 5 above, the ARC, at its discretion, may also require the Owner's payment to the Association of a security deposit in an amount not to exceed Five Thousand and No/100 Dollars (\$5,000.00) to cover costs of incidental damage caused to the Common Area, adjacent Homes or Lots or any property (real or personal) by virtue of any such Lot Improvement. The ARC shall have the sole and absolute discretion to determine whether a security deposit is required for the Lot Improvements being requested. The Association shall not be obligated to place the security deposit in an interest bearing account. The Owner shall be entitled to the return of the security deposit upon: (i) such Owner's written notice to the ARC that the Lot Improvements covered by the security deposit have been completed in accordance with the plans and specifications as approved by the ARC; and (ii) the ARC's confirmation of satisfactory completion of such Lot Improvements; provided, however, should any incidental damage be caused to any part of the Common Area by virtue of such Owner's construction of Lot Improvements, the security deposit shall not be returned to Owner until such damages have been repaired. In the event that Owner has not repaired such damages to the Common Area to the satisfaction of the ARC, Association shall have the right (but not the obligation), after five (5) days' notice to the Owner, to repair such incidental damage and to retain the security deposit, or such portion thereof, to offset the costs of such work. In addition, the Owner hereby agrees to indemnify and reimburse the Association for all reasonable costs expended by the Association in excess of the security deposit, including Interest and Legal Fees, if any, incurred in connection therewith. Should any incidental damage be caused to an adjacent Lot or Home by virtue of such Owner's construction of any Lot Improvements, the Owner of the adjacent Lot (the "Adjacent Lot Owner") shall, at their sole option: (a) remedy such damage and submit to the Association a receipt, invoice or statement therefor for reimbursement from the security deposit held by the Association; or (b) allow the offending Owner to repair such damage to the Lot or Home at the offending Owner's sole cost and expense, and upon receipt by the Association of written notice from the Adjacent Lot Owner that such incidental damage has been repaired, the offending Owner shall be entitled to a return of the security deposit being held by the Association, if any.

Notwithstanding anything contained in this Section to the contrary, the Association's return of the security deposit for any such Lot Improvements shall be based solely on considerations set forth above. The Association's return of the security deposit does not and shall not be construed to constitute a determination by members and representatives of the ARC, Declarant and/or the Association of the structural safety, approval or integrity of any Lot Improvement, conformance with building or other codes or standards or the proper issuance of governmental permits and approvals for any Lot Improvement.

Section 7. **Meetings of the ARC.** The ARC shall meet from time to time as necessary to perform its duties hereunder. The ARC may from time to time, by resolution unanimously adopted in writing, designate an ARC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARC except for granting variances pursuant to Section 11 below. In the absence of such designation, the vote of any two (2) members of the ARC shall constitute an act of the ARC.

Section 8. **No Waiver of Future Approvals.** The approval of the ARC of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, denial by the ARC of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

Section 9. **Inspection of the Work.** Inspection of work on any Lot Improvement and correction of defects therein shall proceed as follows:

9.1. The Owner shall notify the ARC in writing upon the completion of any Lot Improvement submitted and approved under this Article.

9.2. Within thirty (30) days after receipt of such written notice, the ARC may inspect or cause the inspection of such Lot Improvement. If the ARC determines such Lot Improvement is not in substantial compliance with the approved plans, the ARC shall deliver written notice to the Owner specifying the noncompliance and requiring the Owner's remedy thereof within fifteen (15) days.

9.3. If the Owner fails to timely remedy the noncompliance, the ARC shall deliver written notice of such failure to the Board. The Board shall thereafter verify the noncompliance, the nature thereof and the estimated cost of correcting or removing the same, and shall deliver to the Owner written notice of the Board's determination. Within thirty (30) days of the date of the Board's determination, the Owner shall remedy or remove the noncompliance. If the Owner does not timely comply with the Board's ruling, the Board, at its option, may remove the Lot Improvement, remedy the noncompliance or proceed in court to compel compliance, and the submitting Owner shall be liable for reimbursement to the Association, upon demand, for all expenses incurred hereunder, including Interest and Legal Fees. If such expenses are not promptly paid to the Association by the Owner, the Board shall levy an Assessment against such Owner and said Assessment shall constitute a lien upon the Owner's Lot and Home with the same force and effect as liens for Operating Expenses.

9.4. If, for any reason, notification is not given to the submitting Owner of acceptance within thirty (30) days after receipt of said written notice of completion from the submitting Owner, the Lot Improvement and/or alteration shall be deemed to be in compliance with said approved plans.

Section 10. **Limitation on Liability.** Neither the ARC, any member thereof, any duly authorized ARC representative, the Association nor Declarant shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the ARC duties hereunder, unless due to the willful misconduct or bad faith of a member in which event only that member shall incur any liability. The ARC's review and approval or disapproval of plans submitted to it for any proposed Lot Improvement shall be based solely on considerations of the overall benefit or detriment to the Subdivision. The ARC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or standards, and no member or representative of the ARC or the Association, nor Declarant, shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such Lot Improvement or alteration proposed by the plans. By submitting a request for review and approval by the ARC, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless the ARC, the Association and Declarant (and each of their respective officers, directors, partners, affiliates, members and representatives) from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, Interest and Legal Fees) arising from, relating to or in any way connected with any Lot Improvement for which such request was submitted. Furthermore, any approval by the ARC does not excuse Owner from also obtaining approvals from all applicable governmental authorities.

Section 11. **Variance.** Declarant and the ARC may authorize variances from compliance with any architectural provisions of this Declaration or applicable design criteria when circumstances such as topography, natural obstructions, hardships or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of Declarant or ARC, as applicable. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable design criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 12. **Florida-Friendly Landscaping.** Owners are encouraged to, and no Owner may be prohibited from installing, maintaining or otherwise implementing Florida-Friendly Landscaping, as defined in Florida Statutes Section 373.185 1(b), on the Owner's private property in accordance with Florida Statutes Section 373.185

(2022). Additional Information concerning Florida Friendly Landscaping may be found at <https://ffl.ifas.ufl.edu> and www.sjrwmd.com/water-conservation/waterwise-landscaping.

ARTICLE X

MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. **By the Association.**

1.1. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all of the Improvements and facilities located over, through and upon the Common Area, including, without limitation, the Surface Water or Stormwater Management System, as otherwise provided herein (except public utilities and Community Systems, to the extent same have not been made Common Area). Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain the Common Area as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Common Area, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

1.2. The Association shall be responsible for the maintenance, repair and replacement of all private streets, drives, roads and roadways, if any, located upon the Common Area, and the Association hereby reserves the right to enter upon any and all parts of the Common Area and Lots for such purpose. To the extent permitted by the appropriate governmental authority, the Association may, but shall not be obligated to, also provide maintenance of all city, County, SJRWMD or municipal properties which are located within or in a reasonable proximity of the Property to the extent that their deterioration or unkempt appearance would adversely affect the appearance of the Property, including the right to enhance the landscaping in any public right of way.

1.3. The Association shall be responsible for the maintenance, repair and replacement of any common lighting located within the Property; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any lighting provided by any governmental or private electric utility.

1.4. In accordance with the provisions of this Declaration, the Association shall operate, maintain and repair the Surface Water or Stormwater Management System in accordance with the District Permit. Any repair or construction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by SJRWMD. The Association hereby reserves the right to enter upon the Common Area and the Lots for the purpose of operating, maintaining, repairing and replacing the Surface Water or Stormwater Management System over, through and upon the Property. The Association shall be responsible for all costs associated with all cleaning, maintenance, repairs and replacement of any portion of the Surface Water or Stormwater Management System necessary to maintain the system in its original condition and use and as required by the District Permit. In the event the Association fails to maintain the Surface Water or Stormwater Management System in accordance with this Declaration, the District Permit and/or any other permit or permission issued by governmental agency having jurisdiction over the Surface Water or Stormwater Management System, as any of the same may be amended from time to time, then SJRWMD or other authority that issued or granted an applicable permit or permission shall have the right to commence an action against the Association, including, without limitation, monetary penalties and injunctive relief, to compel the Association to maintain the portions of the Surface Water or Storm Water Management System for which the Association is responsible in accordance with this Declaration, the District Permit or such other permit or permission. The registered agent for the Association shall retain a copy of the District Permit and any other permit or permission referenced herein for the Association's benefit. Neither the Association nor any Owner shall alter the slopes, contours or cross sections of the lakes, lake banks and littoral zones or chemically, mechanically or manually remove, damage or destroy any plants in any of the littoral zones, except upon the written approval from the applicable governmental authority. The Association shall be responsible for maintaining the required survivorship and coverage of the planted littoral areas to ensure the ongoing removal of prohibited and invasive non-native plant species from these areas and to comply with all governmental regulations applicable to the lakes, lake banks and littoral zones.

1.5. Except as otherwise provided in Article V, Section 2.6.B., the Association shall maintain and care for any sod, lawns and landscaping which are encompassed within any Common Area, including, without limitation, the common irrigation system, if any, installed thereon. "Maintenance and care" within the meaning of this Section 1.5 shall include irrigating, mowing, edging, fertilizing, trimming of trees and landscaping and spraying of lawns, all to

the level of care deemed appropriate by the Association, and replacement of sod, trees and landscaping (including, without limitation, replacement of any dead or dying trees) so that, at a minimum, the initial landscaping provided by Declarant is maintained.

1.6. Any property designated as open space, buffer, preserve area, conservation or wetland area on any plat, permit or other document recorded in the public records of the County shall be preserved and maintained by the owner of such property in a natural open condition. The Association or any subsequent owner shall not do anything that diminishes or destroys the open space, buffer, preserve area or conservation area, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space.

1.7. The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Common Area having a cost not in excess of Five Thousand Dollars (\$5,000). All other alterations and Improvements must first be approved in accordance with the procedures for approving a Special Assessment as set forth in Article VIII, Section 3 of this Declaration. No alteration or Improvement may be made to the Common Area which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Common Area unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing.

1.8. All expenses incurred by the Association in connection with the services, operation, maintenance, repair and replacement described in this Section 1 are Operating Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments, except for those described in Section 1.6 above, and provided however, that should the maintenance, repair or replacement provided for in this Section 1 be caused by or result from the negligence of or misuse by an Owner, such Owner's family, guests, servants, invitees or Tenants, such Owner shall be responsible therefor and the Association shall have the right to levy an Assessment against such Owner's Lot and said Assessment shall constitute a lien upon the appropriate Lot and Home with the same force and effect as liens for Operating Expenses.

1.9. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Subdivision.

1.10. Notwithstanding anything to the contrary in this Section 1, if the Association undertakes any maintenance or repair obligation that is otherwise the responsibility of the Association because of damage that results in majority or greater part due to or related to the negligence or misconduct of an Owner (or any of an Owner's family, guests, invitees or Tenants), then the Association shall treat the costs of undertaking such maintenance or repair obligations shall be treated as expenses for which a Special Assessment may be levied pursuant to Article VII, Section 2.3 of this Declaration.

Section 2. **By the Owners.**

2.1. Each Owner shall maintain and care for the sod, lawns and landscaping which are encompassed within that Owner's Lot, including, without limitation, the irrigation system installed thereon which is for the sole use and benefit of the Owner's Lot and which is not part of any common irrigation system. In addition to the foregoing, each Owner shall maintain and care for the grassed areas (including, without limitation, all landscaping thereon, if any) located between the front and/or side lot line of such Owner's Lot and the edge of the roadway in front and/or side of such Owner's Lot. "Maintenance and care" within the meaning of this Section 2.1 shall include irrigating, mowing, edging, fertilizing, trimming of trees and landscaping and spraying of lawns, all to the level of care deemed appropriate by the Association, and replacement of sod, trees and landscaping (including, without limitation, replacement of any dead or dying trees) so that, at a minimum, the initial landscaping provided by Declarant is maintained. The Owner of each Lot must keep and maintain the Lot, the Improvements and the Lot Improvements, including all equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within, upon and outside of such Owner's Home which, if omitted, could adversely affect the Subdivision, the Owners or the Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements, Lot Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structures constructed in, upon, above or below the Lot, and physical items attached or connected to such structures that run beyond the boundary line of the Lot which exclusively service or benefit the Lot and Home. Without limiting the generality of the foregoing, the Owner of each Lot shall keep all drainage structures (such as catch basins) located on

the Owner's Lot clear of grass, leaves and other debris. Additionally, the painting, caulking and maintenance of the exterior surface of the walls, doors, windows and roof of the physical structures of the Home shall be performed by Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Lot further agrees to pay for all utilities (including, without limitation, those provided by the Community Systems), such as telephone, cable or satellite television, telecommunication systems, home monitoring, water (including water associated with irrigation, other than for a common irrigation system, if any), sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home and the Lot.

2.2. The Owner of each Lot shall take no action or otherwise interfere with the Association's maintenance and care of the sod, lawns and landscaping encompassed within the Owner's Lot. The Owner shall not install any new sod, lawn, landscaping or trees, nor shall they alter or modify any sod, lawn, landscaping or trees, without the prior consent and approval of the Association.

2.3. Declarant may have constructed one or more drainage swales upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. The Association shall be responsible for the maintenance, operation and repair of the swales on the Lot, and each Lot Owner shall cooperate with and not interfere with the Association obligations regarding drainage swales. Each Lot Owner shall not interfere with or do anything which impairs the ability of the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SJRWMD. No Lot Owner shall fill, excavate, construct fences or otherwise obstruct the surface water flow in the swales. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

2.4. The Owner of each Lot shall maintain, repair and replace as needed any fencing on their Lot, clean, maintain and repair the driveway on their Lot and keep the sidewalk located on and/or adjacent to their Lot clean and free from any stains, trash, debris and/or impediments to pedestrian traffic.

2.5. Each Owner of a Lot abutting or including any portion of the Surface Water and Stormwater Management System shall be responsible for maintaining and repairing the portion of the water bank and slopes on his or her Lot.

2.6. In addition to the above, the Owner of each Home shall be responsible to fix leaks in and otherwise maintain and repair the roof of such Owner's Home; replace any dead or obviously dying trees on their Lot; and maintain, repair and replace any fences on their Lot, except as otherwise provided in Section 1.4 above. The Owner of each Home shall also clean, maintain and repair the driveway located on its Lot and keep the sidewalks located on its Lot clean and free from any impediments to pedestrian traffic.

2.7. If a Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board and shall be otherwise subject to all provisions of Article IX hereof.

2.8. Each Owner shall keep such Owner's Home insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.

2.9. If an Owner fails to comply with the foregoing provisions of this Section 2, the Association may proceed in court to compel compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

2.10. If a failure to comply with the provisions of this Section 2 relates to the Owner's obligation to maintain and care for the Home, landscaping or any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not

the obligation, upon fifteen (15) days written notice, to enter the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility under this Declaration or any of the other Subdivision Documents shall be determined in the sole discretion of the Association or Declarant.

Section 3. **Damage to Improvements on a Lot.** The Owner of any Home which has suffered damage may apply to the ARC for approval for reconstruction, rebuilding or repair of the Improvements which suffered damage. If the obligation for repair falls upon the Association, ARC approval will not be required prior to the commencement of such work, so long as the exterior appearance of the Improvements will be substantially similar to that which existed prior to the date of the casualty.

The owner or owners of any damaged building (including, without limitation, the Owner of a Lot and/or Home), the Association and the ARC shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond his or her or their reasonable control.

Declarant shall be exempt from the provisions of this Section 3, provided that any such reconstruction, rebuilding or repairs made by Declarant shall be consistent, as to the exterior appearance, with the Improvements as they existed prior to the damage or other casualty.

ARTICLE XI

DAMAGE OR DESTRUCTION TO COMMON AREA

Damage to or destruction of all or any portion of the Common Area shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

Section 1. **Determination to Repair or Rebuild.**

1.1. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Common Area, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

1.2. If insurance proceeds are insufficient to effect total restoration of the Common Area, and the cost of restoration would require a Special Assessment against each Lot in an amount of Five Thousand Dollars (\$5,000.00) or less (such amount is based on the value of the dollar in 2014 and shall be increased each year thereafter based upon increases in the Consumer Price Index), then the Association shall cause the Common Area to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Articles VII and VIII herein.

1.3. If the insurance proceeds are insufficient to effect total restoration of the Common Area and the cost of restoration of the Common Area would require a Special Assessment against each Lot in an amount greater than Five Thousand Dollars (\$5,000.00) (such amount is based on the value of the dollar in 2014 and shall be increased each year thereafter based upon increases in the Consumer Price Index), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (i) to rebuild and restore either (a) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Common Area shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away so as not to be a safety hazard or visual nuisance and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant

(which approval shall be given, conditioned or withheld in Declarant's sole and absolute discretion) as long as Declarant owns any portion of the Property.

Section 2. **Owner Responsibility.** Each Owner shall be liable to the Association for any damage to the Common Area not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, Tenants, invitees and guests, both minors and adults.

Section 3. **Excess Funds.** In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction, and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a prorata distribution in accordance with the collection of such Special Assessments.

ARTICLE XII

INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

Section 1. **Casualty Insurance.** Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Common Area, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Common Area in developments similar to the Subdivision in construction, location and use.

Section 2. **Public Liability Insurance.** A comprehensive policy of public liability insurance naming the Association and Declarant, until Declarant no longer owns any Lot within the Property, as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Common Area and any Improvements located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars (\$3,000,000.00) for damages incurred or claimed by more than one person for any one occurrence; and for not less than Fifty Thousand Dollars (\$50,000.00) property damage per occurrence with no separate limits stated for the number of claims, or in such other amounts as may be approved by the Board of Directors. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

Section 3. **Fidelity Coverage.** Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

Section 4. **Directors' Coverage.** Adequate directors' and officers' liability coverage which coverage shall be effective from and after the date the Association is created.

Section 5. **Other Insurance.** The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Common Area and any Improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

Section 6. **Cancellation or Modification.** All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at

least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

Section 7. **Flood Insurance.** If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Common Area, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

Section 8. **Waiver of Subrogation.** As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

Section 9. **Condemnation.** In the event the Association receives any award or payment arising from the taking of any Common Area or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total voting interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

ARTICLE XIII

USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DECLARANT

All of the Property shall be held, used and enjoyed subject to the following limitations and restrictions, and any and all additional Rules and Regulations which may, from time to time, be adopted by the Association, except as provided in Section 22 below:

Section 1. **Enforcement.** Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Subdivision Documents or with any Rules and Regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all Legal Fees incurred by the Association in connection with the enforcement of this Declaration or any of the Subdivision Documents or with any Rules and Regulations promulgated by the Association, whether or not an action is actually begun. Any such Legal Fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

In addition to all other remedies, the Association may suspend, for a reasonable period of time, any or all of the rights of any or all of an Owner or an Owner's Tenants, guests or invitees to use Common Area and facilities (including, without limitation, the use of any services provided by Community Systems, if any); may suspend the voting rights of an Owner if such Owner is delinquent in payment of Assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's Tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, Tenants or employees to comply with any of the Subdivision Documents, provided the following procedures are adhered to:

1.1. **Notice.** The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board (any such committee is an "enforcement committee") who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Association. If the enforcement committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the

event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

1.2. **Hearing.** Should the Owner still be in noncompliance after being found in violation by an enforcement committee, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

1.3. **Payment.** A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

1.4. **Fines.** An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law or in equity to collect or enforce said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

1.5. **Failure to Pay Assessments.** Notice and Hearing, as provided in Sections 1.1 and 1.2 above, shall not be required with respect to the imposition of suspension of use rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges when due.

1.6. **Access.** Suspension of use rights to Common Area and/or Community Systems shall not impair the right of an Owner or Tenant of a Lot and/or Home to have vehicular and pedestrian ingress to and egress from such Lot and/or Home, including, but not limited to, the right to park.

1.7. **Non-exclusive Remedy.** The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 2. **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property or other properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Association. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 2 shall be reallocated by the Association, in its sole discretion, at the time written consent for such subdivision is given by the Association.

Section 3. **Occupancy of Home.** The Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), which became effective in March, 1989, and as amended effective December 31, 1995, provides that communities cannot reject families with children. Therefore, neither Declarant nor the Association shall have the authority to prohibit children.

Section 4. **Leases.** No Home, or portion thereof, may be rented for a period of less than one (1) calendar month. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the Tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable Rules and Regulations or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's Tenant for compliance with the Subdivision Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the Tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into.

Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a Tenant, Owner shall: (a) notify the Association in writing with the name of the Tenant and all of Tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect and Owner shall be in violation of this Declaration.

Section 5. **Increase in Insurance Rates.** No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 6. **Lot Coverage and Living Area.** The total ground area to be occupied by residential buildings and structures to be constructed upon the Property shall not exceed the requirements established by the Subdivision Documents or the Zoning Code. Each detached single family residence constructed upon a Lot shall contain a minimum number of square feet of heated and air conditioned living area as Declarant deems appropriate.

Section 7. **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the ARC or the Association.

Section 8. **Setbacks.** Front, rear and side building setbacks for all dwellings and related structures shall be as established by the Subdivision Documents or the Zoning Code. Any variation in the width of setbacks in any such documents shall be controlled by the more restrictive setback provision.

Section 9. **Easement Areas.** No dwelling shall be erected within any Common Area or easement area shown on the Plat or within any easement created, referred to in or reserved by the Subdivision Documents.

Section 10. **Parking and Vehicular Restrictions.** Parking upon the Property shall be restricted to the driveway and garage located upon each Lot and designated parking areas within the Common Area. For roads that are publicly dedicated and maintained, the applicable governing jurisdiction has mandated that parking shall be restricted to only on one side of the road, which shall be determined by the Board; no parking is permitted on any streets that are privately owned and maintained by the Association or CDD, except as otherwise specified by the Board in any adopted Rules and Regulations. No Owner shall keep any vehicle on any Lot in a manner which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat, trailer or other vehicle upon any Lot. No commercial vehicle (as defined by Florida Statutes), trailer, recreational vehicle, motor home, boat or boat trailer may be parked or stored on the Property except in the garage of a Home located upon a Lot or except as otherwise specified by the Board in any adopted Rules and Regulations. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except as otherwise specified by the Board in any adopted Rules and Regulations and except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant.

Section 11. **Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Board, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 12. **Antennae.** No outside television, radio or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are expressly allowed by 47 C.F.R. Part 1, Subpart S. Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time, which presently includes satellite dishes that are one (1) meter in diameter or less. The Association is empowered to adopt, and amend from time to time, Rules and Regulations governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt (and amend from time to time) and enforce reasonable Rules and Regulations limiting installation of permissible satellite dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such Rules and Regulations and provided the cost of complying with such Rules and Regulations would not unreasonably increase the cost of installation of permissible satellite dishes or antennae. Any permissible satellite dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and

building regulations. Further, any Owner desiring to install permissible satellite dishes or antennae may, but is not obligated to, submit plans and specifications for same to the ARC to ensure compliance with the Association's Rules and Regulations governing the types of permissible satellite dishes and antennae and restrictions relating to safety, location and maintenance of satellite dishes and antennae.

Section 13. **Signs.** No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation, a Home) without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. Notwithstanding the foregoing, including, without limitation, signs such as "For Sale", "For Rent", "By Owner" or any other signs for the sale or renting of homes may be posted on an Owner's Lot, provided that (i) prior to the Turnover Date, Declarant has given its approval therefore, which approval shall not be unreasonably withheld, or (ii) from and after the Turnover Date, the Board has given its approval therefore, which approval shall not be unreasonably withheld. Any signs used by Declarant, any of Declarant's affiliates or any of their successors or assigns shall be exempt from this Section 13.

Section 14. **Animals.** Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot or to take such other remedial action as the Board shall specify. Under no circumstances shall a "Dangerous Dog" (as hereinafter defined) be permitted on the Property. As used in this Declaration, a "Dangerous Dog" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the streets, drives, roads, avenues, roadways and/or sidewalks, or any other portion of the Property, in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

Section 15. **Trash and Other Materials.** No rubbish, trash, garbage, refuse, unsightly objects or other waste material shall be kept or permitted on the Lots or Common Area, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pickup), and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Common Area. All Lots and all portions of the Property and any improvements placed thereon shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. No clothing or other household items shall be hung, dried or aired in such a way as to be visible from the Common Area or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction approved by the ARC or when accumulated by the Association for imminent pick-up and discard).

Section 16. **Fences.** No fences or walls shall exceed six feet (6') in height and no chain link or similar style fence shall be allowed on any Lot. All fences, except those to be installed on Lots abutting a lake or other body as described below, shall be constructed of a style, color, design and material approved in advance by the ARC. No fence or wall shall be built beyond the plane from the front corner of the Home to the side lot lines. For corner Lots, no fence or wall on the side common to the street right of way shall extend forward of the rear corner of the Home. On lots abutting lakes, canals or other bodies of water, no fence shall be placed beyond the top of the bank (if applicable) and only four foot (4') tall open picket, black metal fences shall be allowed along the rear Lot line and the rear sixteen feet (16') of each side Lot line. The remaining fencing on the side Lot lines of Lots abutting lakes, canals

or other bodies of water may be either four foot (4') or six foot (6') tall, open picket, black metal or six foot (6') tall and of a style, color, design and material approved in advance by the ARC, with the rear sixteen feet (16') transitioning from four feet (4') to six feet (6') tall, if applicable. Owners on lots that back up to a preserve, wetland, upland buffer, landscape buffer and the like may install open picket, black metal fencing along the rear property line. All fencing where the height of the fences are different must include transition panels for the last sixteen (16) feet, if applicable. The Owner assumes complete responsibility to maintain any fence on located on such Owner's Lot, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the ARC approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the ARC's approval, at the time the fence is installed.

Notwithstanding that an Owner has obtained the approval of the ARC to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a Home on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the ARC's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to any easements which run with the land. In the event that any fence is approved by the ARC and is permitted to cross any such easements, such approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot when installing any fence upon the Lot shall comply with all valid laws, zoning ordinances, codes, Rules and Regulations of all applicable governmental bodies, as applicable, in addition to the ARC approval required by Article IX hereof.

The Association or the 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 a stormwater pond slope exceeds 4:1, the Association or CDD will be required to install fencing around the applicable stormwater ponds.

Section 17. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 18. **Sewage Disposal.** No individual sewage disposal system shall be permitted on any of the Property, provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

Section 19. **Water Supply.** No individual water supply system shall be permitted on any of the Property, provided that one or more central water supply systems are being operated in accordance with requirements of the governmental body having jurisdiction over said central system, except that wells are permitted for the irrigation of landscaping only, provided that a stain tank is installed in conjunction with the irrigation well.

Section 20. **Compliance with Laws.** All Owners and other occupants of the Property shall at all times comply with the terms of the Subdivision Documents and the Zoning Code, and all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any Improvements and Lot Improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with the Property.

Section 21. **Reservation of Right to Release Restrictions.** If any Lot Improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from or encroachment into the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration,

Declarant or the Association shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as Declarant or Association, as applicable, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property and the overall appearance of the Property.

Section 22. **Declarant Exemption and General Easement Reservation.** In general, the restrictions and limitations set forth in this Article XIII shall not apply to Declarant or to Lots owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for development, construction, sale, lease or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article XIII in addition to whatever remedies at law to which it might be entitled. Declarant plans to undertake the work of constructing Homes and Improvements upon the Property and may undertake the work of constructing other buildings upon adjacent land or other property being developed or marketed by Declarant or its affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Homes by Declarant and Declarant's affiliates are essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association nor the ARC shall do anything whatsoever to interfere with any of Declarant's or Declarant's affiliates' activities relating to the constructing of Homes and Improvements upon the Property, the constructing of other buildings upon adjacent land or any other property being developed or marketed by Declarant or its affiliates, or the sale, rental and/or other transfer of Homes by Declarant or its affiliates. Declarant hereby reserves the right for itself and its employees, agents, licensees and invitees to come upon any and all portions of the Property (including, without limitation, the Common Area as well as any Lot regardless of whether it has been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's development and construction of the Subdivision and the Homes therein.

Section 23. **Sidewalks.** Any Owner developing or constructing a home as an initial improvement on a Lot shall construct any sidewalk on such Lot in accordance with the Subdivision construction plans submitted to and approved by the County. Such sidewalk shall be completed prior to the issuance of a certificate of occupancy for the Home.

ARTICLE XIV
GENERAL PROVISIONS

Section 1. **Assignment of Permit Responsibilities and Indemnification.** In connection with the platting and development of the Property, Declarant assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and the District Permit. Declarant hereby assigns to the Association, and the Association shall be solely responsible for, all of Declarant's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to, and for compliance with, the District Permit. Further, the Association shall indemnify, defend and hold Declarant harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 2. **Usage.** Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 3. **Conflict with Other Subdivision Documents.** In the event of any conflict between the provisions of this Declaration and the provisions of the Articles and/or Bylaws and/or Rules and Regulations promulgated by the Association, the provisions of (i) this Declaration, (ii) the Articles, (iii) the Bylaws and (iv) the Rules and Regulations, shall control in that order.

Section 4. **Notices.** Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned

by such Owner; (ii) the Association, certified mail, return receipt requested, at 444 Seabreeze Boulevard, Suite 805, Daytona Beach, Florida 32218, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 444 Seabreeze Boulevard, Suite 805, Daytona Beach, Florida 32218, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

Section 5. **Enforcement.** The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association (provided that it follows the procedures set forth in Article XIII, Section 1 hereof), any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees, from the non-prevailing party. SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 6. **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of recreational facilities, if any, and Common Area. Article, Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Section 7. **Severability.** In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

Section 8. **Certain Rights of Declarant.** Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association, the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself, and Declarant and its nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside the Subdivision, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Common Area and show Homes, and Declarant further reserves the right to make repairs to the Common Area and to carry on construction activity for the benefit of the Property. Declarant, and its nominees, may exercise the foregoing rights without notifying the Association or the Owners. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Common Area and shall remain the property of Declarant. In addition, Declarant hereby has, shall have and hereby reserves the right to enter upon the Common Area (including, without limitation, all drainage, lake maintenance, canal maintenance and utility easements whether located on a Lot or Common Area) in order for Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of the Subdivision and all Improvements therein, and for Declarant to comply and adhere to the same, and such rights shall survive the Turnover Date and continue for such period of time as is necessary for Declarant to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or

relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements without compensation to the Association or the Owners. This Article XIV, Section 8 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Subdivision Documents may be assigned in writing by Declarant in whole or in part. The rights and privileges of Declarant as set forth in this Section 8, are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Subdivision Documents.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Common Area in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is necessary. If Declarant conducts any such tests or inspections, it shall pay all costs thereof and restore the affected portion of the Property to its condition immediately prior to the inspections and tests. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section 8. Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right(s), it is acknowledged by the Association and all Owners that Declarant is performing any such inspection(s) for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

ALL OWNERS, OCCUPANTS AND USERS OF THE SUBDIVISION ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY PERFORM, FROM TIME TO TIME, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE SUBDIVISION. BY THE ACCEPTANCE OF THEIR DEED OR TITLE OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE SUBDIVISION, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE), ANY PROPERTY WITHIN OR IN PROXIMITY TO THE SUBDIVISION WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (III) DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (IV) ANY PURCHASE OR USE OF ANY PORTION OF THE SUBDIVISION HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING, AND (V) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE SUBDIVISION.

Section 9. **Disputes As To Use.** In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

Section 10. **Amendment and Modification.** Any amendment to this Declaration which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of SJRWMD. This Declaration may be amended at any time by an instrument signed by the President or Vice President and the Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by the written consent or vote of two thirds (2/3rds) of the Owners, which amendment shall become effective upon its filing in the public records of the County. Provided, however, that:

10.1. As long as Declarant is an Owner of any Lot or any portion of the Property, no amendment shall become effective without the written consent of Declarant.

10.2. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent, the consent of the Owners or the consent of any mortgagee so long as such amendments or modifications do not materially impair the common plan of development of the

Subdivision; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Notwithstanding the foregoing, until the Turnover Date, any amendments to this Declaration (including without limitation, the merger or consolidation of the Association with any other property owners association, the dedication of any part of the Common Area for public use and the conveyance, mortgaging or encumbrance of any part of the Common Area) must have prior written approval of the Federal Housing Administration ("FHA") or Veterans Administration ("VA") in accordance with the United States Department of Housing and Urban Development regulations, if the FHA or VA is the insurer of any mortgage encumbering a Lot and if any such prior approval is required by the FHA and/or VA.

10.3. Declarant specifically reserves the absolute and unconditional right (subject only to FHA or VA approval as set forth above, if required), so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party: (i) to conform to the requirements of any Institutional Mortgagee; (ii) to conform to the requirements of title insurance companies; (iii) to conform to the requirements of any governmental entity having control or jurisdiction over the Property; (iv) to clarify the provisions of this Declaration; or (v) in such other manner as Declarant may deem necessary or convenient.

10.4. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

10.5. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Subdivision Documents without the specific written approval of such party affected thereby. In addition and notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of this Article XIV, Section 10, and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

10.6. A true copy of any amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Listed Mortgagees (as that term is defined hereinafter) holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the public records of the County of said amendment or any Supplemental Declaration to this Declaration which sets forth any amendment or modification to this Declaration.

Section 11. **Delegation.** The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

Section 12. **Term.** This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the public records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the public records of the County an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event this Declaration is terminated or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Common Area in the manner described herein. This provision shall survive the termination of this Declaration and shall run with the Property in perpetuity. Any Owner may, however, petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association in the event of dissolution of the Association.

Section 13. **Rights of Mortgagees.**

13.1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Subdivision Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association.

13.2. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

- A. Any condemnation, loss or casualty loss which affects any material portion of the Common Area;
- B. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- C. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot: and
- D. Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under the Subdivision Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

13.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the statement shall be furnished within a reasonable time following such request.

Section 14. Approval of Association Lawsuits by Owners. Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Subdivision Documents, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing or making, preparing or investigating any lawsuit or commencing any lawsuit other than for the following purposes:

- 14.1. the collection of Assessments;
- 14.2. the collection of other charges which Owners are obligated to pay pursuant to the Subdivision Documents;
- 14.3. the enforcement of the use and occupancy restrictions contained in the Subdivision Documents;
- 14.4. dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Common Area or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owners); or
- 14.5. filing a compulsory counterclaim.

Section 15. Compliance with Provisions. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

Section 16. **Security.** The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. NOTWITHSTANDING THE FOREGOING, NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE, IF ANY, WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE. ALL OWNERS AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION, DECLARANT NOR ANY SUCCESSOR DECLARANT GUARANTEES OR WARRANTS, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH MONITORING SYSTEM OR SECURITY SERVICE, IF ANY, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES, DAMAGE, INJURY, DEATH OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME. NEITHER THE ASSOCIATION, DECLARANT NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS, GUESTS AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT AND ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE), IF ANY, RECOMMENDED BY, OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY, DECLARANT OR THE ARC MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS OR GUARANTORS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES AND TO THE CONTENTS OF LOTS OR HOMES, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT AND ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS, WARRANTIES AND/OR GUARANTIES, NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE), IF ANY, RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY OR THE SUBDIVISION.

Section 17. **Covenant Running With the Land.** All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Homes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Homes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, Tenants and occupants of the Lots and Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration, the Articles, Bylaws and applicable Rules and Regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, Tenant or occupant of the provisions of this Declaration, the Articles, Bylaws and applicable Rules and Regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 18. **No Public Right or Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Common Area to the public, or for any public use.

Section 19. **NO REPRESENTATIONS OR WARRANTIES.** NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON AREA, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE OR IN CONNECTION WITH THE PROPERTY, SALE,

OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 20. **Certain Reserved Rights of Declarant With Respect To Community Systems.** Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

20.1. the title to any Community Systems and a perpetual exclusive easement over, under and across the Property for the placement and location thereof;

20.2. the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate, in location(s) on the Property as Declarant may determine in its sole discretion, including, without limitation, companies licensed to provide CATV or satellite service(s) in the County, for which service(s) Declarant shall have the right to charge any users a fee (which shall not exceed any maximum allowable charge provided for in the applicable ordinances of the County);

20.3. the continuing right to air conditioned space within and/or on the Common Area as Declarant may determine in its sole discretion to install, operate, maintain, repair and replace the equipment serving, providing or running the Community Systems, which location may include, without limitation, room(s) within any Improvements constructed on any part of the Common Area; and

20.4. the exclusive right to offer and provide from time to time to the Association, the Lots and the Lot Owners, any and all Bundled Services through the Community Systems.

Neither the Association nor any officer, director, employee, enforcement committee member or agent thereof (including any management company) shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

Section 21. **Association and Declarant as Attorney-In-Fact.** Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to the Subdivision by Declarant (hereinafter, collectively, the "Modifications") and, in respect thereto, each Owner of a Lot and occupant of a Home hereby designates the Association to act as agent and attorney-in-fact on behalf of such Owner or occupant to consent to any such Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of having acquired ownership of such Owner's Lot, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of the Subdivision, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 21 may not be amended without Declarant's prior written consent.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed under seal this ____ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

ADJ ROOKERY, LLC, a Florida limited liability company

By: RS-JDG FUND I, LLC, a Florida limited liability company,
its Manager

By: AJ-DJ STOKES, LLC, a Florida limited liability company,
its Manager

By: _____

Name: Anand Jobalia
Its: Manager

(CORPORATE SEAL)

STATE OF FLORIDA }

 }SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____ 20__, by Anand Jobalia, the Manager of AJ-DJ Stokes, LLC, a Florida limited liability company, the Manager of RS-JDG Fund I, LLC, a Florida limited liability company, the Manager of **ADJ ROOKERY, LLC**, a Florida limited liability company, on behalf of the corporation. He is (check one)() personally known to me, or () has produced a _____ as identification.

Print: _____

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

THE ROOKERY OWNERS ASSOCIATION, INC., a Florida
not for profit corporation

Print Name: _____
Address: _____

By: _____
Name: Anand Jobalia
Its: President

Print Name: _____
Address: _____

(CORPORATE SEAL)

STATE OF FLORIDA }
 }SS
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____ 202__, by Anand Jobalia, the President of **THE ROOKERY OWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf of the not for profit corporation. He is personally known to me.

Print: _____
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____

EXHIBIT A
Legal Description of the Property

The Rookery, according to plat thereof recorded in Map/Plat Book _____, pages _____ through _____, inclusive, in the public records of Clay County, Florida

DRAFT

EXHIBIT B

Articles of Incorporation

DRAFT

EXHIBIT C

Bylaws

DRAFT



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** September 3, 2024

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of the Sawcross (Tender Contractor) Pay Request #4, in the amount of \$381,425.00, for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF), as part of 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 February 16, 2021 Council approved the Engineers Recommendation of Award to Williams Industrial Services, LLC.

On March 16, 2021, Council approved and executed the contract between the city and Williams Industrial.

On July 19, 2023, Williams Industrial abandoned the site and filed bankruptcy. Since that time staff have been working with the Surety (performance bond insurance company) to replace Williams Industrial with a substitute contractor to finish construction.

The Surety, in cooperation with city staff, has selected Sawcross Inc. as the completion contractor (referred to in legal documents as the Tender Contractor). The City and Sawcross now have the standard Owner / Contractor relationship and Sawcross is completing the construction of the facility.

The following items have been received.

- Fully Executed Tender & Release Agreement
- Performance and Payment Bond from Sawcross to the City
- Executed Debarment Form from Sawcross to the City.

FISCAL IMPACT

\$381,425.00 from the Wastewater CIP Budget

RECOMMENDATION

Approve the Sawcross (Tender Contractor) Pay Request #4, in the amount of \$381,425.00, for construction of the Harbor Road Advanced Wastewater Treatment Facility.



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

35 Years
1989-2024
ENGINEERING
EXCELLENCE

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

August 28, 2024

VIA EMAIL

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

RE: Tender Contractor's Pay Request No. 4
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. 4 from Sawcross, Inc. 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 \$381,425.00.

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: Sawcross, Inc.

AUG 28 2024

Item #30.

Contractor's Application for Payment MITTAUER & ASSOC., INC

Owner: City of Green Cove Springs	Owner's Project No.: _____
Engineer: Mittauer & Associates	Engineer's Project No.: 8905-56-1
Contractor: Sawcross, Inc	Contractor's Project No.: 2406
Project: DEP SRF Harbor Road WRF Expansion Ph. 2	
Contract: _____	
Application No.: 4	Application Date: 8/31/2024
Application Period: From 8/1/2024 to 8/31/2024	

1. Original Contract Price	\$ 4,713,219.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 4,713,219.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 2,116,500.00
5. Retainage	
a. 5% X \$ 2,116,500.00 Work Completed =	\$ 105,825.00
b. 5% X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 105,825.00
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,010,675.00
7. Less previous payments (Line 6 from prior application)	\$ 1,629,250.00
8. Amount due this application	\$ 381,425.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 2,702,544.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Sawcross Incorporated

Signature:  Kevin J. DiQuisto

Date: 8/31/2024

Kevin J. DiQuisto
C:\US_E\KevinJ@Sawcross.com; Dr=Sawcross Incorporated; OU=Project Manager; CN=Kevin J. DiQuisto
Jacksonville, FL
I attest to the accuracy and integrity of this document
024 75117505
2024.08.28 14:12:48-04'00'

Recommended by Engineer		Approved by Owner	
By: 	_____	By:	_____
Title: VP OF ENVIRONMENTAL SERV.	_____	Title:	_____
Date: 8/28/24	_____	Date:	_____
Approved by Funding Agency			
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Green Cove Springs	Owner's Project No.:	
Engineer:	Mittauer & Associates	Engineer's Project No.:	8905-56-1
Contractor:	Sawcross, Inc	Contractor's Project No.:	2406
Project:	DEP SRF Harbor Road WRF Expansion Ph. 2		
Contract:			

Application No.:	4	Application Period:	From 08/01/24 to 08/31/24	Application Date:	08/31/24
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A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			D (D + E) From Previous Application (\$)	E This Period (\$)				
Original Contract								
	General Conditions	1,250,000.00	312,500.00	62,500.00		375,000.00	30%	875,000.00
	Payment & Performance Bonds	60,000.00	60,000.00	-		60,000.00	100%	-
	Project Documentation	2,000.00				-	0%	2,000.00
	Survey and As Built Drawings	15,000.00				-	0%	15,000.00
	Sitework	500,000.00				-	0%	500,000.00
	Asphalt Paving	400,000.00				-	0%	400,000.00
	Chain Link Fencing	100,000.00		30,000.00		30,000.00	30%	70,000.00
	Concrete	100,000.00	85,000.00	5,000.00		90,000.00	90%	10,000.00
	Miscellaneous Metals	150,000.00	45,000.00	30,000.00		75,000.00	50%	75,000.00
	Protective Coatings	150,000.00	100,000.00	20,000.00		120,000.00	80%	30,000.00
	Miscellaneous Specialties	25,000.00				-	0%	25,000.00
	Security System	65,000.00				-	0%	65,000.00
	Vertical Turbine Pumps	30,000.00		7,500.00		7,500.00	25%	22,500.00
	Secondary Clarifier Equipment	500,000.00	500,000.00	-		500,000.00	100%	-
	RAS/WAS Pumps	10,000.00		2,500.00		2,500.00	25%	7,500.00
	In-Plant Pump Station	10,000.00				-	0%	10,000.00
	Chemical Feed System	10,000.00	2,500.00	2,500.00		5,000.00	50%	5,000.00
	Disc Filter System	25,000.00				-	0%	25,000.00
	Sample Pumps	15,000.00				-	0%	15,000.00
	Floating Surface Aerator	20,000.00				-	0%	20,000.00
	Refrigerated Samplers	10,000.00				-	0%	10,000.00
	Influent Structure Davit Crane	20,000.00		20,000.00		20,000.00	100%	-
	Screening Dumpsters	10,000.00				-	0%	10,000.00
	Fiberglass Ladders	5,000.00				-	0%	5,000.00
	Eyewash Station	5,000.00				-	0%	5,000.00
	Pre-Engineered Metal Building System	80,000.00	72,000.00	-		72,000.00	90%	8,000.00
	Prestressed Concrete Tanks	130,000.00	120,000.00	10,000.00		130,000.00	100%	-
	Precast Concrete Buildings	5,000.00				-	0%	5,000.00
	Pipe, Valves and Fittings	151,219.00	38,000.00	38,000.00		76,000.00	50%	75,219.00
	Chemical Piping	180,000.00	130,000.00	5,000.00		135,000.00	75%	45,000.00
	Plumbing	20,000.00				-	0%	20,000.00
	Electrical	350,000.00	225,000.00	20,000.00		245,000.00	70%	105,000.00
	Instrumentation	60,000.00				-	0%	60,000.00
	Disk Filter - Spares/Media/CP	65,000.00	6,500.00	58,500.00		65,000.00	100%	-
	Oxidation Ditch - Equipment Rebuild	105,000.00	10,500.00	90,000.00		100,500.00	96%	4,500.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Green Cove Springs	Owner's Project No.:	
Engineer:	Mittauer & Associates	Engineer's Project No.:	8905-56-1
Contractor:	Sawcross, Inc	Contractor's Project No.:	2406
Project:	DEP SRF Harbor Road WRF Expansion Ph. 2		
Contract:			

Application No.:	4	Application Period:	From	08/01/24	to	08/31/24	Application Date:	08/31/24	
A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
	Mechanical Screen - Equipment Rebuild	80,000.00	8,000.00		-	8,000.00	10%	72,000.00	
Original Contract Totals		\$ 4,713,219.00	\$ 1,715,000.00	\$ 401,500.00	\$ -	\$ 2,116,500.00	45%	\$ 2,596,719.00	

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, JULY 16, 2024 – 7:00 PM



MINUTES

Invocation & Pledge of Allegiance to the Flag - **Chaplain Joseph Williams, CCSO**

Roll Call

COUNCIL MEMBERS PRESENT: Mayor Steven Kelley, Vice Mayor Thomas Smith (via Teams), Council Member Connie Butler (via Teams), Council Member Ed Gaw, Council Member Matt Johnson

STAFF MEMBERS PRESENT: L.J. Arnold, III, City Attorney, Steve Kennedy, City Manager, Mike Null, Assistant City Manager, Erin West, City Clerk

Mayor to call on members of the audience wishing to address the Council on matters not on the Agenda.
No comments

AWARDS & RECOGNITION

1. Police Department Promotion **Chief Guzman**
Sergeant Nick Rulon
Chief Guzman speaks and swears-in Sergeant Rulon.

PRESENTATIONS

2. FMPA - July 2024 **Bob Page**
Mr. Page presents the July report.

PUBLIC HEARINGS

3. Second and Final Reading of Ordinance O-01-2024, regarding the Large-Scale Future Land Use Map Amendment for property located at the Southeast corner of US 17 and SR 16 for approximately 58.12 acres of parcel #016451-000-00 and a portion of parcel #016451-003-00. Future Land Use Amendment: from: Mixed Use to: Industrial **Michael Daniels**
City Attorney Arnold reads Ordinance No. O-01-2024 by title.
Development Services Director, Michael Daniels presents and advises his presentation is on agenda items 3, 4, and 5.
Mayor Kelley opens the public hearing.
Kelly Hartwig 3420 Wall Road Green Cove Springs speaks about the aggregate material yard and advises there will be 300 feet and can go through back when leaving the property. There will be another 400 or 500 feet for the M1 buildings which allows even more space for the aggregate material.
Van Royal 3688 LaCosta Ct. GCS supports this project and speaks about the aggregate material and traffic.
Following no further public comment, Mayor Kelley closes the public hearing.
Council discussion followed concerning traffic and aggregate material.
Mr. Daniels advises a traffic study will be conducted by FDOT.

Mr. Royal speaks about the aggregate material issue.

Mr. Hartwig advises he is asked when the commercial development is going to happen but with the current land use, he cannot sign leases or sell property. If you sell the property, you lose the architectural controls.

Council discussion followed about washed granite.

Mr. Daniels advises it is not in the language and but there is a proposal to put that in the language.

Council discussion followed concerning the amount of commercial traffic that will be in the 16 and 17 area.

Motion to approve for second and final reading of Ordinance O-01-2024 and approve the adoption of the Future Land Use Designation from Mixed Use to Industrial for property located at the Southeast corner of US 17 and SR 16 for approximately 58.12 acres of parcel #016451-000-00 and a portion of parcel #016451-003-00.

Motion made by Council Member Johnson, Seconded by Vice Mayor Smith.

Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Butler, Council Member Gaw, Council Member Johnson

4. Second and Final Reading of Ordinance O-02-2024, regarding the Large-Scale Future Land Use Text Amendment for property located at the Southeast corner of US 17 and SR 16 for approximately 58.12 acres of parcel #016451-000-00 and a portion of parcel #016451-003-00. Future Land Use Amendment: from: Mixed Use to: Industrial *Michael Daniels*
City Attorney Arnold reads Ordinance No. O-02-2024 by title.
Development Services Director, Michael Daniels advises his presentation was completed during item 3 and staff recommends approval.
Mayor Kelley opens the public hearing.
Following no comments, Mayor Kelley closes the public hearing.

Motion to approve on second and final reading of Ordinance O-02-2024 and approve transmittal to the Florida Department of Commerce a Site-Specific Policy Amendment regarding development restrictions for the proposed Future Land Use Amendment in Ordinance O-01-2024.

Motion made by Council Member Johnson, Seconded by Council Member Butler.

Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Butler, Council Member Gaw, Council Member Johnson

5. Second and final reading of Ordinance O-10-2024 PUD Rezoning request for property located at the Southeast corner of US 17 and SR 16 for approximately 112 acres of parcel #016451-003-00 and 016451-000-00. Zoning Amendment: from: C-2, General Commercial to: PUD, Planned Unit Development. *Michael Daniels*
City Attorney Arnold reads Ordinance No. O-10-2024 by title.
Development Services Director, Michael Daniels advises his presentation was completed during item 3 and staff recommends approval.
Mayor Kelley opens the public hearing.
Joe Sobotta 212 North St. GCS speaks about the property and advises it is good property for industrial. There is a traffic issue but he doesn't know how to fix that.
Following no further comments, Mayor Kelley closes the public hearing.

Council discussion followed about aggregate materials and the concerns about traffic increase that the development will bring.

Motion to approve the Second and Final Reading of Ordinance O-10-2024 for the Rezoning of Parcel IDs 016451-000-00 and 016451-003-00 from C-2, General Business to Planned Unit Development based on the factual support provided in the staff report with the additional condition to provide revisions as shown on the applicant's version of the PUD Written Description with an additional requirement that washed granite is the only product and any other products must come for approval before the City Council.

Motion made by Council Member Johnson, Seconded by Council Member Butler.

Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Butler, Council Member Johnson

Voting Nay: Council Member Gaw

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.

Mayor Kelley pulled item 7, City Clerk, Erin West pulled item 14, and Council Member Gaw pulled items 6, 9, 15.

Motion to approve Consent Agenda items 6 through 15 minus 6, 7, 9, 14, and 15.

Motion made by Council Member Johnson, Seconded by Council Member Butler.

Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Butler, Council Member Gaw, Council Member Johnson

6. City Council approval of the updated ACL 2025 Docking Schedule - Additional dated added to list. *Kimberly Thomas*
Council Member Gaw speaks about the cruise line adding more docking and the opportunity to show case Green Cove Springs.
Executive Assistant to the City Manager, Kim Thomas advises the Clay County Tourism department is talking to the cruise line and working on tours, packets, and activities.
Van Royal 3688 LaCosta Ct. GCS speaks about walking tours and advises the CRA has a budget and they are working on plaques to be placed.

Motion to approve Consent Agenda items 6, 7, 9 and 15.

Motion made by Council Member Johnson, Seconded by Council Member Butler.

Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Butler, Council Member Gaw, Council Member Johnson

7. City Council review of a Site Development Plan for the Clay County Economic Development Building at 633 N Orange Avenue. *Michael Daniels*
Van Royal 3688 LaCosta Ct. GCS speaks about the setbacks of the building and is excited about the new building.

County Manager Howard Wanamaker speaks about the new building and the improvements made to the other county administrative buildings. He appreciates the city staff help with the project.

Motion to approve Consent Agenda items 6, 7, 9 and 15.

Motion made by Council Member Johnson, Seconded by Council Member Butler.

Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Butler, Council Member Gaw, Council Member Johnson

8. City Council approval of an Interlocal Agreement Between Clay County and Green Cove Springs Community Redevelopment Agency. *Michael Daniels*
9. City Council approval of Pay Application #3- Walnut Street Improvements, to provide roadway, utility, pedestrian and streetscape improvements on Walnut St from Palmetto Ave to the River in the amount of \$709,763.39 to CGC, Inc. *Greg Bauer*
Council Member Gaw speaks on this item and item 15 and questions holding payment until further resolution is completed. Mr. Gaw asks Assistant Public Works Director, Greg Bauer to give an update.
Mr. Bauer advises all materials are in and the crew is worked on the irrigation today. Mr. Bauer advises the problem now is with the landscaping company and that issue has been addressed with the contractor.
Council discussion followed concerning the project and completion date. The contract states the complete project will be completed by September 23, 2024.

Motion to approve Consent Agenda items 6, 7, 9 and 15.

Motion made by Council Member Johnson, Seconded by Council Member Butler.

Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Butler, Council Member Gaw, Council Member Johnson

10. City Council approval of Pay Application #3 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$913,522.06. *Greg Bauer*
11. City Council approval of Minutes. *Erin West*
Regular Sessions: 5/21/2024 and 6/18/2024
Special Session: 6/26/2024
12. City Council approval of the Sawcross (Tender Contractor) Pay Request #2, in the amount of \$788,500.00, for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF), as part of 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*
13. City Council approval of the School Safety Interlocal Agreement among the School Board of Clay County, Florida; the City of Green Cove Springs, Florida; and the Green Cove Springs Police Department. *Kimberly Thomas*

14. City Council approval of the Final Plat for phase 1 of the Rookery Development for a portion of parcel #: 016515-008-00. **Michael Daniels**
City Clerk Erin West advises this item will be tabled to another meeting date.
15. City Council approval of Change Order #1 to contract with CGC, Inc for Walnut Street Improvements in the additive amount of \$32,232.00, bringing the total contract amount to \$3,204,979.00. **Mike Null**
Discussion for this item was included with Consent Agenda item 9.

Motion to approve Consent Agenda items 6, 7, 9 and 15.

Motion made by Council Member Johnson, Seconded by Council Member Butler.

Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Butler, Council Member Gaw, Council Member Johnson

COUNCIL BUSINESS

16. Consider adoption of Resolution No. R-09-2024, a Resolution estimating the cost of Stormwater Management Services provided by the City, determining certain tax parcels will be benefited thereby and related issues, including setting a Public Hearing for Final Proposed Stormwater Assessments. **L. J. Arnold III**
City Attorney Arnold speaks about Resolution No. R-09-2024 and explains the process that is used for Resolution No. R-09-2024 and R-10-2024.
Assistant City Manager Mike Null advises this is a preliminary rate notice and allows notices to be sent. He advises this increase will be to the base fee only and will increase by \$12 for the year per parcel within the city limits.
Council discussion followed concerning the increase.

Motion to approve Resolution No. R-09-2024, a Resolution estimating the cost of Stormwater Management Services provided by the City, determining certain tax parcels will be benefited thereby and related issues, and setting a Public Hearing for Tuesday, September 3, 2024 at 7:00p.m.

Motion made by Council Member Johnson, Seconded by Council Member Butler.

Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Butler, Council Member Gaw, Council Member Johnson

17. Consider adoption of Resolution No. R-10-2024, a Resolution relating to collection of Solid Waste and Recyclable Material within the Magnolia West Subdivision, including setting a Public Hearing for Final Proposed Solid Waste Service Assessments. **L. J. Arnold III**
City Attorney Arnold speaks about Resolution No. R-10-2024.
Assistant City Manager Mike Null advises this resolution includes an anticipation of a 10% increase. With the increase the city will be on par with the county rates and still under what Orange Park charges.

Motion to approve Resolution No. R-10-2024, a Resolution relating to collection of Solid Waste and Recyclable Material within the Magnolia West Subdivision and related issues, and setting a Public Hearing for Tuesday, September 3, 2024 at 7:00p.m.

Motion made by Council Member Johnson, Seconded by Council Member Gaw.

Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Gaw, Council Member Johnson

18. City Council discussion of proposed rates for Water, Wastewater, Reclaimed Water, Electric, Solid Waste and Stormwater for Fiscal Year 2025. *Mike Null*

Assistant City Manager Mike Null advises these rate increases are coming from the rate study that was presented to the Council in January and from the suggestion of the auditors.

Council discussion followed concerning the increases and fixing any deficit the utilities may be causing.

City Manager Steve Kennedy advises these increases will be a step in the right direction of getting the utilities in order and creating a more structured plan.

City Attorney Arnold advises these increases are not done via special assessment so these rates can be changed during the year if a decrease or another increase is needed.

More Council discussion followed about the increases.

Assistant Water Utilities Director Scott Schultz speaks about the increases.

Finance Director Sue Wang speaks about the increases and the upcoming budget year.

Motion to:

***Approve advertisements in each customer's August 2024 utility bill of proposed rates for Water, Wastewater, Reclaimed Water, Electric, Solid Waste and Stormwater for Fiscal Year 2025.**

***Direct staff to prepare ordinances to effect each proposed utility rate as of October 1, 2024.**

***Set September 3, 2024, at 7:00 PM as the first reading of each proposed utility rate ordinance reviewed in this staff report.**

***Set September 17, 2024, at 7:00 PM as the second and final reading of each proposed utility rate ordinance reviewed in this staff report.**

Motion made by Council Member Johnson, Seconded by Council Member Butler.

Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Butler, Council Member Gaw, Council Member Johnson

19. City Council designation of Voting Delegate for the Annual Florida League of Cities Conference in Hollywood, Florida on August 15-17, 2024. *Erin West*

City Clerk Erin West speaks and advises the Council there are 2 members attending the conference: Mayor Kelley and Council Member Butler.

Motion to appoint Mayor Kelley as the voting delegate and Council Member Butler as the alternate voting delegate.

Motion made by Council Member Johnson, Seconded by Vice Mayor Smith.

Voting Yea: Mayor Kelley, Vice Mayor Smith, Council Member Butler, Council Member Gaw, Council Member Johnson

20. City Manager & City Attorney Reports / Correspondence

The City Manager and City Attorney made comments regarding various city activities, events, operations, and projects.

21. City Council Reports / Correspondence

The City Council made comments regarding various city activities, events, operations, and projects.

Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 10:20 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

Attest:

Erin West, City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** September 3, 2024
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council ratification of funding in the amount of 50,894.94 to Jax Utilities Management for installation of a sewer manhole to serve the future Clay County Habitat for Humanity development.

BACKGROUND

The Clay County Habitat for Humanity has a planned development for future affordable housing off West Street. New services will be required from the water and sewer system to serve the development. The contractor for the West Street Stormwater Improvement project is crossing the point where the future connections will take place. Now is the time to make the service connections to avoid shutting down the road and cutting the new paving to install the services in the future. City staff have completed the water connection. The sewer connection is deeper than our equipment can operate, so JUM will perform the sewer connection. Between the efforts of city staff installing the water and utilizing city contracts / contractor relationships this activity will save Habitat over \$50,000.00 from previously obtained quotes.

This activity piggybacks City of Jacksonville Construction Bid # 8258-19

FISCAL IMPACT

\$50,894.94 to Account # 001-3052-5006380, Job # 300

RECOMMENDATION

Ratification of funding in the amount of 50,894.94 to Jax Utilities Management for installation of a sewer manhole to serve the future Clay County Habitat for Humanity development..



Jax Utilities Management, Inc.
 5465 Verna Boulevard
 Jacksonville, FL 32205
 904-779-5353

Estimate

Date	Estimate #
7/31/2024	070831

City of Green Cove Springs
 321 Walnut Street
 Green Cove Springs, FL 32043

Project
Estimates

Description	Qty	Rate	Total
West Street Sewer, Based on COJ Bid # 8258-19			
West Street Repair	1	50,894.94	50,894.94
Estimate Includes:			
Mobilization			
Site Preparation			
Labor			
Type B 4'-8' Sewage Manhole			
8" PVC SDR26 - 20' LF			
8" PVC SDR26 - 60' LF			
Concrete Pavement Repair - Case X - 17 SY			
Well Points (>8' Deep) - 4 Days			
Jody Pickett 904-517-2717	Total		\$50,894.94

Terms and Conditions: Payment due upon completion of work, or at the option of Jax Utilities Management, Inc. (JUM) 30 days after invoice for completed job or interim progress billing. It is understood and agreed by the parties that JUM is entitled to receive payment for all work, labor, materials, and equipment furnished and performed hereunder when invoiced to customer. In the event any payment is not paid when due, JUM reserves the right to terminate this agreement and shall be entitled to recover all charges for which payment is sought. Customer hereby authorizes any Attorney at Law for JUM in an action on this agreement in any court of law in the county where contractor resides for the recovery of any amount due hereunder together with interest at the rate of 1 1/2 % per month plus attorney fees and court costs
 THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE SPECIFIED ABOVE

Signature _____



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** September 3, 2024
FROM: Michael Daniels, AICP, Development Services Director
SUBJECT: Resolution R-22-2024 adopting the 2024/25 CRA Budget *Michael Daniels*

BACKGROUND

On April 19, 2022, the city approved Resolution R-03-2022 finding the existence of blight in an area of the city (the “Redevelopment Area”) based on a study containing evidence, data, analysis, and facts dated March 2022. On December 13, 2022, the City established the Green Cove Springs Community Redevelopment Agency (the “Agency”) pursuant to Ordinance O-24-2022. On April 25, 2023, the County approved the Redevelopment Plan and Interlocal Agreement for the CRA. On May 16, 2023, the city approved the Redevelopment Plan and Interlocal Agreement. On June 6, 2023, the City established the CRA trust fund pursuant to ordinance O-15-2023. On July 9, 2024, the County approved a revised CRA Interlocal Agreement, which was subsequently approved by the CRA on July 11, 2024, and the City on July 16, 2024.

As required by Florida law, and the Interlocal Cooperation Agreement (Interlocal) between Clay County, City of Green Cove Springs, and the Green Cove Springs Community Redevelopment Area (CRA), the CRA Board as well as the City and County are required to approve annual budgets of such community redevelopment agencies, and any amendments to the budgets. This item seeks approval of the fiscal year (FY) 2024-25 budget totaling \$47,492.32.

FISCAL IMPACT

The Agency’s revenue source is the increment difference between the base year and the current year for ad valorem taxes, as defined in Section 163.387, Florida Statutes. For FY 2024-25, the City’s increment payment into the trust fund is \$24,710.41 and the County’s increment payment is \$22,781.91. As required by the Interlocal Agreement, the City and County will continue to make annual payments to the Agency based on each year’s growth of ad valorem revenues over the base year through 2054 when the Agency will sunset.

BUDGET

On August 22, 2024, the Agency’s budget was approved for \$47492.32. The expenditures are broken down as follows:

- \$18,000 for Inline Historic Hotel Plaque Landmarks
- \$7,000 for public art projects particularly traffic utility box design and implementation materials along US 17.
- Façade/Code Enforcement Improvements Grants \$22,492

These improvements are consistent with Objective 2 to create a vibrant Downtown area with a mixed-use, multimodal development pattern of the CRA Redevelopment Plan.

Attachments Include:

- CRA Redevelopment Plan Objectives
- CRA Increment Calculation
- Public Art Workshop Designs
- CRA Interlocal Agreement

STAFF RECOMMENDATION

Staff recommends approval of Resolution R-22-2024 adopting the CRA Budget for fiscal year 2024/25. The Interlocal Agreement requires the Agency to submit an annual budget to the City for approval and then the County for approval prior to expending funds on allowable activities for the implementation of the Green Cove Springs Community Redevelopment Plan (Plan).

RECOMMENDED MOTIONS:

Motion to approve Resolution R-22-2024 adopting the Community Redevelopment Budget for fiscal year 2024/25.



C. REDEVELOPMENT OBJECTIVES AND STRATEGIES

In partnership with private enterprise and the County, the redevelopment initiative embodied in this Plan will reverse and remove the observed blighted conditions within the Redevelopment Area by leveraging public assets to improve the overall economic condition and the physical condition of the Redevelopment Area. Creating safe, vibrant and pedestrian friendly corridors along US 17 and downtown roadways / featuring more attractive mixed use and commercial opportunity will greatly enhance the quality of life not only for the residents but the population of the City and County at large.

Strategic initiatives are to be identified and placed into action to address, reverse, and remove the blighted area conditions, which have substantially impaired reinvestment activity within the Redevelopment Area; and ultimately will be substantially redeveloped and revitalized as a community focal point to the benefit of City and County residents, businesses, property owners, and visitors through the implementation of this Redevelopment Plan.

Objectives have been identified and placed into action to address, reverse, and remove the blighted area conditions, which have substantially impaired reinvestment activity within the Redevelopment Area; and ultimately will be redeveloped and revitalized as a community focal point for the benefit of City and County residents, businesses, property owners and visitors through the implementation of the plan.

1. Objectives and Strategies

Objective 1: Improve transportation facilities within the Redevelopment Area including sidewalks, crosswalks, bike paths, and other multi-modal options to enhance regional connection. These strategies will correct the blighted conditions of defective or inadequate public transportation facilities (Figures 1-12 and Map 3 & 4 of the Finding of Necessity Report).

1. Sidewalk Repair and obstruction relocation as set forth along Magnolia Avenue, Martin Luther King Jr. Blvd, Orange, Palmer and Center Streets as shown in figures 1-4 , and 7-8,
2. Repair the deterioration of Walnut Street between Green Street and Pine Avenue as shown in figures 5-6 of the Finding of Necessity Report. This will improve safety, traffic flow and access.
3. Provide for updated surveys of downtown roadways to determine right of way widths and obstructions to determine where additional multimodal improvements are viable such as:
 - a. roadway, sidewalk, and lighting improvements on appropriate streets, and provide safe pedestrian routes.
 - b. roadway and streetscape improvements based on a phasing plan which emphasizes visual impact in addition to improved access and circulation.



- c. Provide the ability for vehicles, pedestrians, and bicyclists to access an enhanced internal transportation network which connects, if applicable, the neighborhoods to services and commercial corridors.
- d. Develop and incorporate landscape and lighting design standards to create a safe and inviting environment.
- e. Integrate traffic calming techniques throughout the internal roadway system to enhance safety and facilitate a pedestrian/bicycle friendly environment. Traffic calming techniques may include the use of pavers or decorative concrete, raised pavement, roundabouts, change of landscape treatment, and the creation of pedestrian nodes at major intersection, mid-block crossings and other locations where potential conflicts exist between vehicles, pedestrians and bicyclists.
- f. Traffic lights, crosswalks, and regulatory/wayfinding signage will be used to enhance the safety of vehicles, pedestrians, and bicyclists in key locations throughout the Redevelopment Area

4. Add curb extensions, and narrow travel lanes and add decorative pedestrian crossings to reduce the pedestrian crossing distance across Orange Avenue at the intersection with Walnut Street. This will improve pedestrian safety and provide a clear sense of arrival into the Downtown and serve to effectively bridge the eastern and western portions of the downtown.

5. Coordinate with the Florida Department of Transportation to reduce travel lane widths, provide and expand landscape buffers, install street trees, and widen sidewalks along the US 17 Corridor to enhance pedestrian comfort, safety and a greater sense of arrival to Green Cove Springs as set forth as implementation phase 1, #11 in the GCS Downtown Master Plan.

6. Promote the Redevelopment Area through designing and implementing a signage and wayfinding system directing traffic to and from the major connectors, and destinations in the region, as set forth in implementation phase 1, #3 of the GCS Downtown Master Plan.

Objective 2: Create a vibrant Downtown area with a mixed-use, multimodal development pattern. These strategies will correct the blighted conditions of faulty lot layout (Figures of the Finding of Necessity Report); unsafe conditions (Pgs. 19 and 21 - 25 of the Finding of Necessity Report); and deterioration of site or other improvements (Pgs. 16, 17, 20 and 24 of the Finding of Necessity Report). In addition, this objective addresses the implementation strategies set forth in the Downtown Master Plan.

1. Implement a Form Based Code with mixed use urban design/development standards for the Downtown Core as set forth in implementation step phase 1, # 4 in the GCS Downtown Master Plan.



The standards will address the incorporation of parking lot layout, building design, landscaping, signage, pedestrian connections, and linkages between land uses through a functional cross access system.

2. Implement the branding and wayfinding plan set forth in the GCS Downtown Master Plan Implementation Phase 1, Step #3. The wayfinding plan will help to establish the unique place the downtown area has within the City and region.
3. Reposition the Green Cove Springs downtown through marketing initiatives to attract targeted uses/industries retain existing businesses and improve the quality of life within the CRA.
4. Provide public art along Walnut Street and Spring Park in coordination with the Clay County Tourism Strategic Plan.
5. Provide the following incentive programs to encourage and support private sector investment and encourage targeted retail development:

- a. Anchor Tenant Incentive Program

The Anchor Tenant Incentive Program provides loan-to-grant funding to commercial property owners and/or commercial tenants to assist with interior building improvements and business start-up costs. The goal of the program is primarily to incentivize anchor restaurants and breweries (food and drink establishments), and hotels to establish in Downtown, which in turn will help stimulate the local economy and improve the quality of life for Green Cove Springs residents and visitors. Eligible participants may receive loan-to-grant funding for 35% of the total interior building improvement and business start-up costs, up to a maximum of \$75,000. Loan-to-grant funding may exceed \$75,000 and be made available to businesses outside the food and drink category if the City is presented with a unique 'catalyst' project. A catalyst project is generally defined as a business that is first-to-market and anticipated to have a catalytic impact that will promote the City of Green Cove Springs Downtown Master Plan vision for a thriving Downtown where people can live, work and play. The term of the loan will be five years from the issuance of a Certificate of Occupancy. For each year the business is open and operating, 20% of the loan will be forgiven. If after five years the business is open and operating, the loan will be forgiven entirely and converted into a grant. Properties that pay no Ad-valorem taxes or are otherwise tax exempt are not eligible. In cases where a portion of a property is tax-exempt, funding may be made only to the taxable portion/percentage of the property. Loan-to-grant funds may be disbursed to a program participant on a reimbursement basis. The City and program



participant would create a payment schedule based on project milestones. The Incentive Program can also be used for payment of mobility and impact fees.

b. Rental Subsidy Program

The proposed Rental Subsidy Program would provide an 18-month partial rental subsidy (up to \$25,000) to qualifying targeted businesses. The funding award would be administered over an 18 consecutive month period. The award recipient would be paid the rent subsidy as agreed upon in an executed performance agreement between the applicant and the City. The applicant must have an executed multi-year lease (two-year minimum) with the owner. A copy of the lease, or binding or proposed multi-year commercial lease agreement must be provided to the city.

c. Business Façade Grant

The Business Façade Grant Program provides a matching grant to commercial property owners and/or commercial tenants, located in the targeted area, to assist with eligible exterior building and site improvements. Eligible applicants include both commercial property owners and business lessees with written authorization of the property owner. Eligible businesses must be from a small business industry sector targeted by the City and may be an individually owned franchise as long as it meets all other criteria. The façade grant award would be a 50% reimbursement of total projects costs with a maximum award of \$15,000. Up to \$4,000 of the total available may be spent on outdoor furniture and dining fixtures. The grant award amount will decline over time rewarding projects completed in a timely manner. If an awarded project is not started within one year of award, the award will be withdrawn.

d. Tax Increment Fund Rebate

Refunding a portion of City tax revenue generated by on-site/building improvements or new construction (increment) could be another potential incentive to encourage targeted retail development in Downtown Green Cove Springs. The refunded amount would be paid out over a five (5) year period with a declining scale of refunds to be determined by the City. The applicant would enter into a Performance Agreement with the City detailing the proposed capital investment and improvements to be made and the proposed increment rebate amounts and periods. The grant is a reimbursement of a portion of City Ad-Valorem taxes paid by the applicant. The CRA shall utilize the Tax Increment Fund of the Community Redevelopment Agency to provide the tax increment rebate proposed in addition to other



incentives and CRA programming and redevelopment powers as authorized by F.S. 163.360, Part III.

6. When feasible, the City should encourage acquisition and subsequent redevelopment by the private market. Other related activities that may be undertaken by the City include:

- a. Map and index all commercial properties in the Redevelopment Area to provide detailed information on parcel boundaries, sizes, and ownership.
- b. Identify and inventory all relevant substandard properties.
- c. Document and analyze parking demands and infrastructure constraints throughout the Redevelopment Area.
- d. Document site criteria for modern mixed-use developments by business type to facilitate the understanding of contemporary developer site and parking requirements.
- e. The City may facilitate aggregation and redevelopment of "problem" or constrained parcels or groups of parcels.
- f. The City may assist in the purchase, sale, negotiation, and coordination of land assembly. However, the City shall not use eminent domain to acquire land that will be ultimately used or transferred for private development.
- g. Identify catalyst sites such as the City property at Walnut and St Johns Avenue to serve as important strategic assets to cause an early and precedent-setting change in the community redevelopment area and to spur other growth.

Objective 3: Increase the Downtown Parking Supply

1. Provide additional parking spaces within City owned property at the Palmetto Avenue and Spring Street intersection, GCS Downtown Master Plan Implementation Phase 1, #7C.
2. Provide Festival Street Parking along Magnolia Avenue between Walnut and Spring Street, GCS Downtown Master Plan Implementation Phase 1, #7D.
3. Provide on-street parking on Magnolia Avenue between Spring and Ferris Street, GCS Downtown Master Plan Implementation Phase 1, #7E.
4. Provide on-street parking along Magnolia Avenue between Oak Street and Ferris Street. (GCS Parking Study Recommendation).



Objective 4: Incorporate housing revitalization through housing maintenance programs and rehabilitation services. These strategies funded through the SHIP and CDBG programs will help correct the blighted conditions of unsanitary or unsafe conditions (Figures 13-29 of the Finding of Necessity Report), associated with residential uses; and deterioration of site or other improvements (Figures 30-33 of the Finding of Necessity Report).

1. By addressing the problems associated with substandard and dilapidated housing, the City/CRA will mitigate contributing blight conditions within the Redevelopment Area.
2. In the same manner, redevelopment efforts shall be complimented with efforts to provide affordable/workforce housing to residents of low to moderate income, including the elderly.
3. Promote programs for homeowners to rehabilitate their homes. Such programs include zero interest loans or information on other funding sources for the repair of single and multi-family homes depending on the applicant's income.
4. Assist low-income households through the SHIP program with down payment and closing costs assistance. The assistance may be for the purchase of an existing structure.
5. Infrastructure improvements such as roadway improvements, stormwater, wastewater, and potable water make properties more conducive for development. The City may undertake infrastructure improvements in partnership with private entities. If determined improving the infrastructure of certain properties is beneficial to the City for housing revitalization and blight mitigation within the Redevelopment Area, the CRA may undertake capital improvements on these individual properties.
6. Work with the private sector and Non-Government Organizations to create programs that improve the availability of affordable workforce housing for low to moderate income residents
7. Work with the City of Green Cove Springs and Clay County to encourage development and renovation of Mixed-Use, Affordable, Workforce, and Mixed-Income Housing.

Objective 5: Establish a creative, equitable, efficient and practical funding and financing mechanism to properly implement this Plan. These strategies will correct the blighted conditions of identified in the Finding of Necessity Report and the Implementation steps identified in the Downtown Master Plan.

1. It is important the City/CRA identify and secure all effective sources of funding including, but not necessarily limited to, increment revenues, non-ad valorem assessments, and grant funding revenue.
2. The City/CRA shall be willing to contemplate the issuance of bonds, secure other financial instruments, seek and utilize grants, and seek out other sources and alternatives to aid in implementing this Plan.



Objective 6: Ensure the Redevelopment Area is safe and clean over a period of time. These strategies will correct the blighted conditions of unsanitary or unsafe conditions (Figures 13-29 of the Finding of Necessity Report), associated with residential uses; and deterioration of site or other improvements (Figures 30-33 of the Finding of Necessity Report).

1. The City will identify, execute, and coordinate special maintenance standards and programs for public facilities, roadways, open space areas, entries, and commercial uses along the three corridors.
2. The Community Redevelopment Act encourages "community policing innovations." This concept is defined as policing techniques or strategies designed to decrease crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of law enforcement in the community, including, but not limited to, community mobilization, neighborhood watch programs, citizen patrol, foot patrol, or intensified motorized patrol. The City will review these programs to improve the actual and perceived security, building safety, and appearance of the Redevelopment Area.

Objective 7: The City may plan, design, and deliver additional infrastructure improvements or services within the Redevelopment Area, if deemed those improvements enhance the quality or attractiveness of the Redevelopment Area especially with regard to public amenities. These strategies will correct the blighted conditions of unsanitary or unsafe conditions (Pgs. 18, 23 and 24 of the Finding of Necessity Report); and deterioration of site or other improvements (Pgs. 18, 23 and 24 of the Finding of Necessity Report).

1. Such additional infrastructure may include undergrounding utilities in certain areas to achieve a desired visual impact, upgrading technology, and telecommunications availability to attract businesses or the enhancement of landscape areas. Such additional improvements will complement the redevelopment plans for the Redevelopment Area.
2. Additional services may include extraordinary right-of-way or other public area maintenance, planning, and implementing cultural, charitable or place-making activities, events and related services which showcase the Redevelopment Area.
3. The CRA shall acquire land and create / expand regional stormwater retention areas and conveyance systems as needed to accommodate proposed growth

Objective 8: Historic Preservation

1. Support programs that contribute to the renovation and preservation of historic structures and the downtown historic district.
2. Restoration of the Rivers House located at Spring Street and Magnolia Avenue. Provide additional funding to upgrade the Rivers House to address site and building code violations and to approve the visual appeal of a vital community landmark.

**Objective 9:** Parks/Public Spaces

1. Provide support, including funding, for construction of facilities for Spring Park that will draw visitors to the CRA commercial district while simultaneously building a sense of, "Place," in the downtown area.
2. Work to improve pedestrian access from in the downtown area to Spring Park.
3. Design and construct City Hall Park between City Hall and US 17 (Implementation step #12, Downtown Master Plan).

Objective 10: Redevelopment Administration

As provided for in Florida Statute 163, Part III, the Green Cove Springs Community Redevelopment Agency will utilize Incremental Tax Revenues to fund administration, overhead or any other expenses encumbered to achieve the Redevelopment Goals identified within this CRA Plan, including:

1. Redevelopment planning, surveys, and financial analysis.
2. Acquisition of real property in the CRA District.
3. Clearance and preparation of areas for redevelopment.
4. Repayment of borrowed funds.
5. All expenses related to bonds and other indebtedness.
6. Development of affordable and workforce housing.
7. Provide funding for legal and professional services as needed.

Green Cove Springs CRA Tax Increment

Year	Base	After Year 1	Year 2*	Year 3*	Year 4*	Year 5*
CRA Taxable Value	48,715,154	53,419,614	56,090,595	58,895,124	61,839,881	64,931,875
City Increment		24,710	38,740	53,471	68,938	85,179
County Increment		22,782	35,716	49,298	63,558	78,531
Total Increment Gained	0	47,492	74,456	102,769	132,496	163,711
* Based on Annual 5% Increase in Property Values						



PUBLIC ART CRA PRESENTATION

Thursday July 11th, 2024



THE FACILITATORS

Our work is rooted in a commitment to Placemaking, a design perspective that recognizes the relationship between people, transportation, private development, and civic spaces. We think beyond project site boundaries and plan for the *people* and *experiences* of the larger place and community.

Tuesday Night Workshop

Item #33.



OBJECTIVE OF WORKSHOP & PROCESS

Process

Item #33.

DAY 1

Introduce the 4 programs

Collaborate with community to create ideas

DAY 2

Advance those ideas into elevated concepts

DAY 3

Present chosen concepts to CRA Board

AUG

Create standards to help implement

Set the City up for success to continue adding Public Art throughout the Downtown /CRA areas.

Page 876

CONCEPTS

- 1. Utility Boxes**
- 2. Trash Cans**
- 3. Historic Plaques**
- 4. Storm Drains**

4

PUBLIC ART PROGRAMS

Templates:

www.greencovesprings.com/DocumentCenter/View/936/GCS-PublicArt-Templates

Item #33.

TEMPLATE: **UTILITY BOX**

The diagram shows a utility box with four views: two side views, a front view, and a back view. The front view shows a door with a handle and a small rectangular window. The bottom of the box is shaded to represent a base. A small circular logo for Green Cove Springs, Florida is in the top right corner.

Reference

GREEN COVE SPRINGS

TEMPLATE: **TRASH CAN B**

The diagram shows four views of a trash can: Side A, Back, Side B, and Front. Each view shows the outline of the trash can with a lid and a base. A small circular logo for Green Cove Springs, Florida is in the top right corner.

Reference

TEMPLATE: **HISTORIC HOTELS PLAQUE A**
MOUNTED ON FRONT OF BUILDING

The diagram shows various shapes for the plaque, including circles, ovals, and polygons. A reference image shows a plaque mounted on a building. A small circular logo for Green Cove Springs, Florida is in the top right corner.

is open to different compositions/sizes/shapes for the Hotel Plaques. You are encouraged to think creatively about solutions.

Artist Name: _____
Address: _____
Phone: _____

TEMPLATE: **TRASH CAN A**

The diagram shows a top view of a circular trash can and an outer view showing the vertical slats. A small circular logo for Green Cove Springs, Florida is in the top right corner.

Reference

GREEN COVE SPRINGS | PUBLIC ART PROGRAM

Artist Name: _____
Description: _____
Email/Phone: _____

TEMPLATE: **STORM DRAIN**

The diagram shows a storm drain with a sidewalk on top and a street below. A small circular logo for Green Cove Springs, Florida is in the top right corner.

Reference

GREEN COVE SPRINGS | PUBLIC ART PROGRAM

Artist Name: _____
Description: _____
Email/Phone: _____

Page 879

Utility Boxes

Item #33.

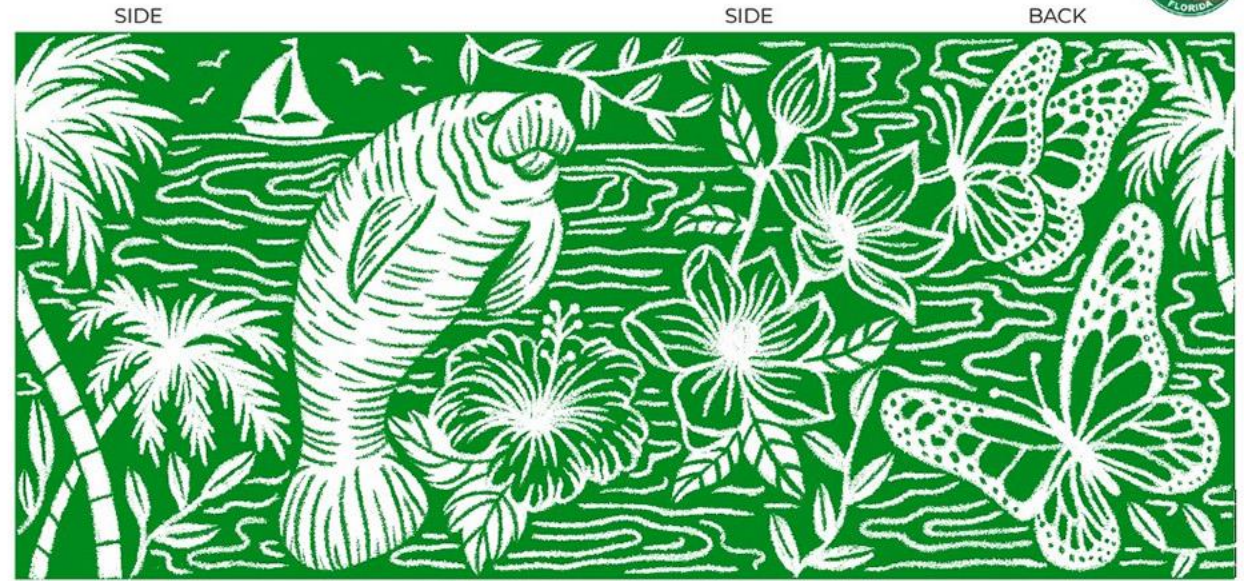


- 1. Natural Scenes (animals/sailboats/etc.) Sketch style in 2-color**
- 2. Subtle Patterns partnering with local businesses**
- 3. Kids of GCS (program where they interact with art process)**
- 4. Floral series with bees/butterflies**
- 5. Abstract river designs/retro styles**

Page 880

Sketch/Vintage

Item #33.



FRONT



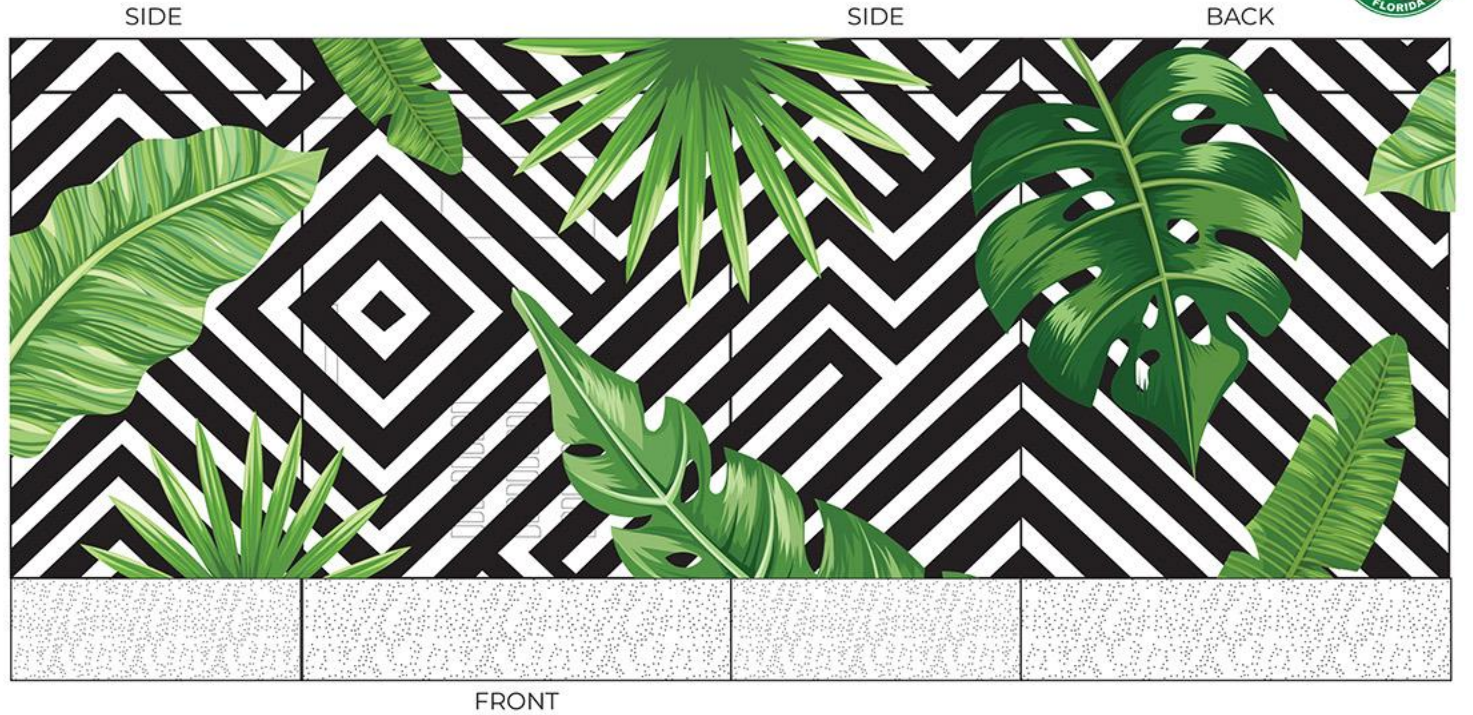
INVERSE

Business Collab Patterns

Item #33.



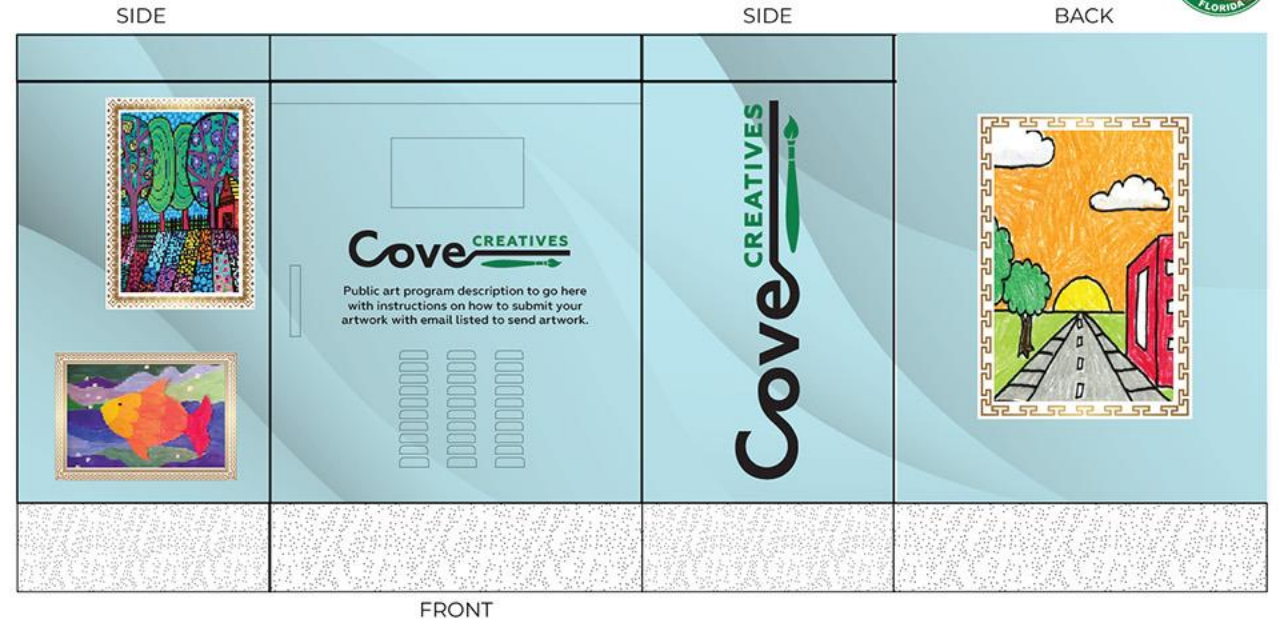
TEMPLATE: UTILITY BOX



Kid Program with Rotating Art Frames



TEMPLATE: UTILITY BOX



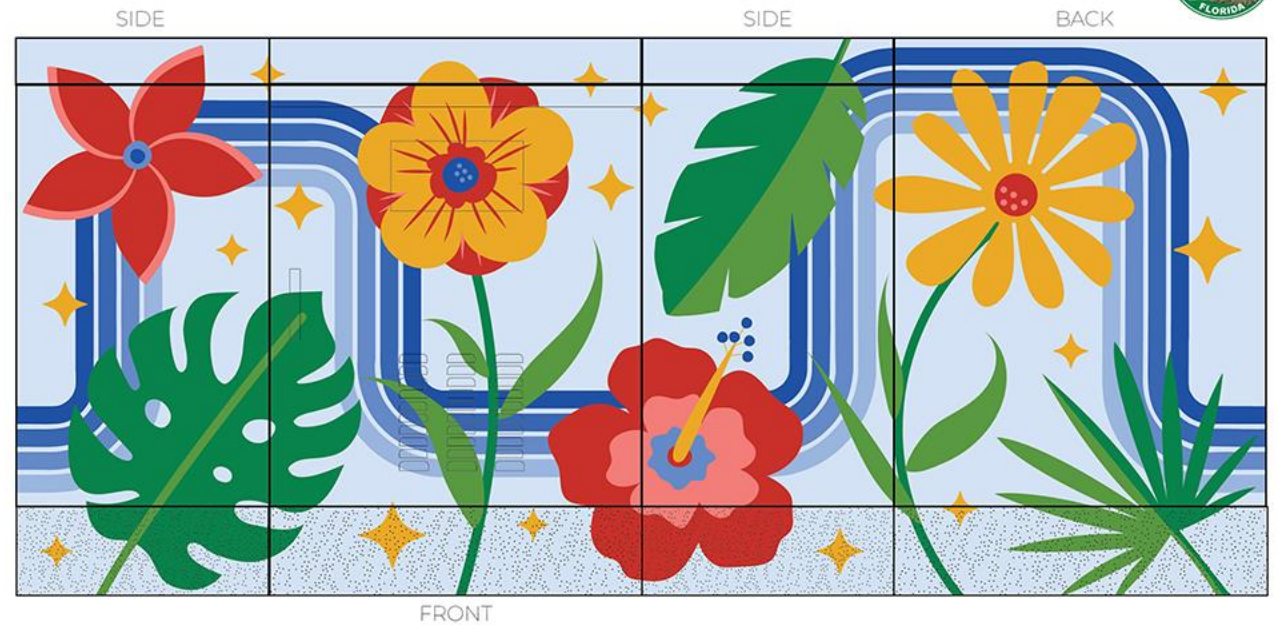
This adaptable design engages local children in the design process, with new entries able to be updated every month.

Floral Series: Flowers of Florida

Item #33.



TEMPLATE: UTILITY BOX



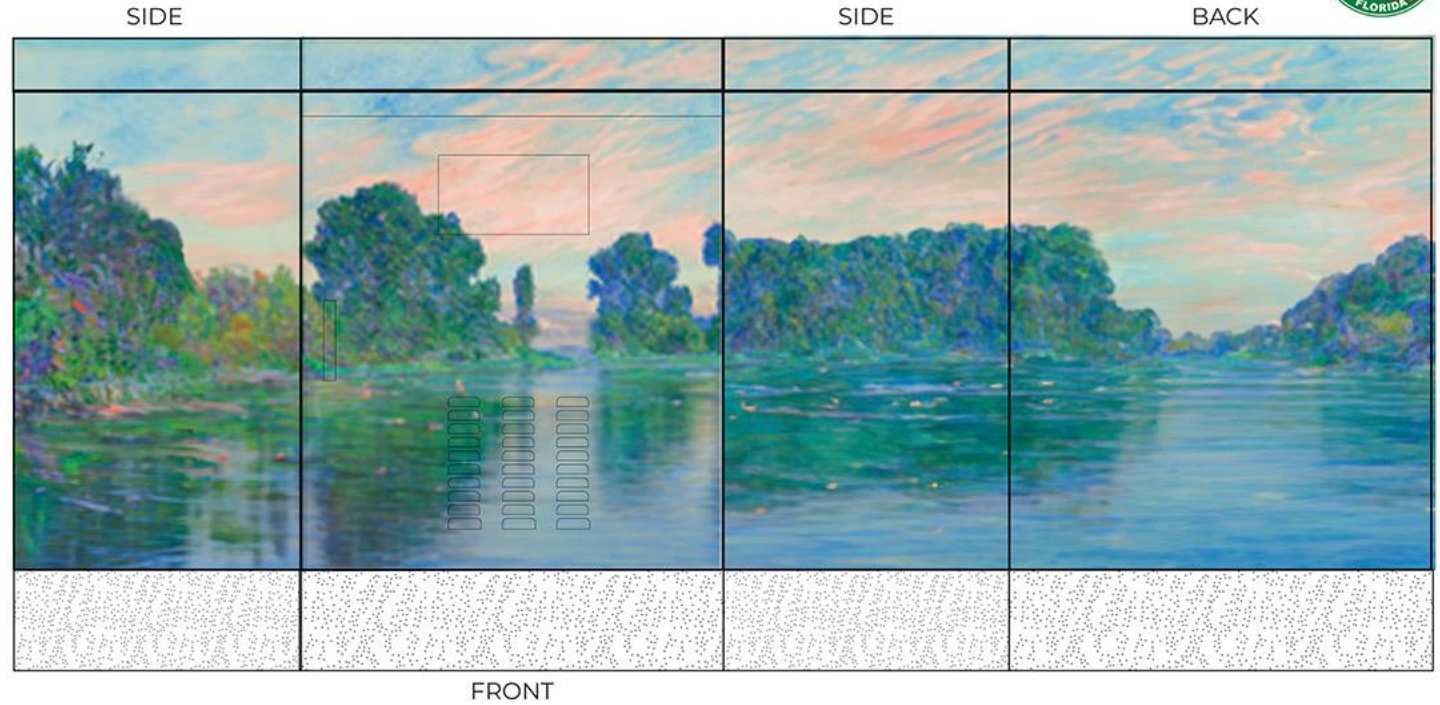
Abstract water line connecting with fun floral elements

River Scene as Different Art History Styles

Item #33.



TEMPLATE: UTILITY BOX



Pop Art, Cubism, Impressionism, Surrealism, etc.

Trash Cans

Item #33.



1. Kids "Feed Me" Monster series (plastic bins)
2. Florida Florals series
3. Butterflies
4. Animals in the Park
5. Quotes from Historic Figures from GCS

Page 886

Butterfly Theme

Item #33.

TEMPLATE: TRASH CAN



Wildflowers of Florida Series

Item #33.



TEMPLATE: TRASH CAN



Page 888

Quotes from Significant GCS Figures

Item #33.



"Animals in the Park" Series

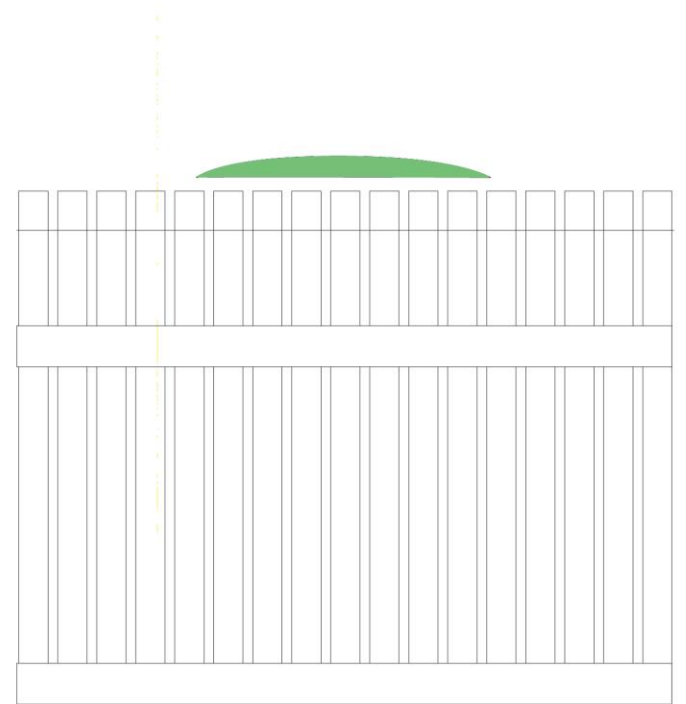
Item #33.



TOP VIEW



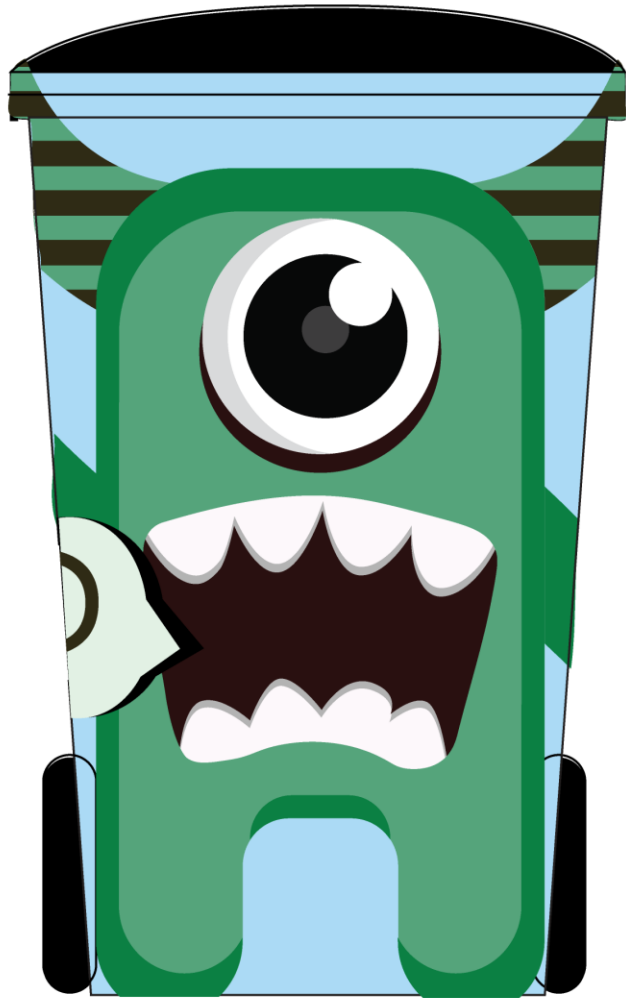
Reference



OUTER

Kids "Feed Me" Monster Series

Item #33.



FRONT

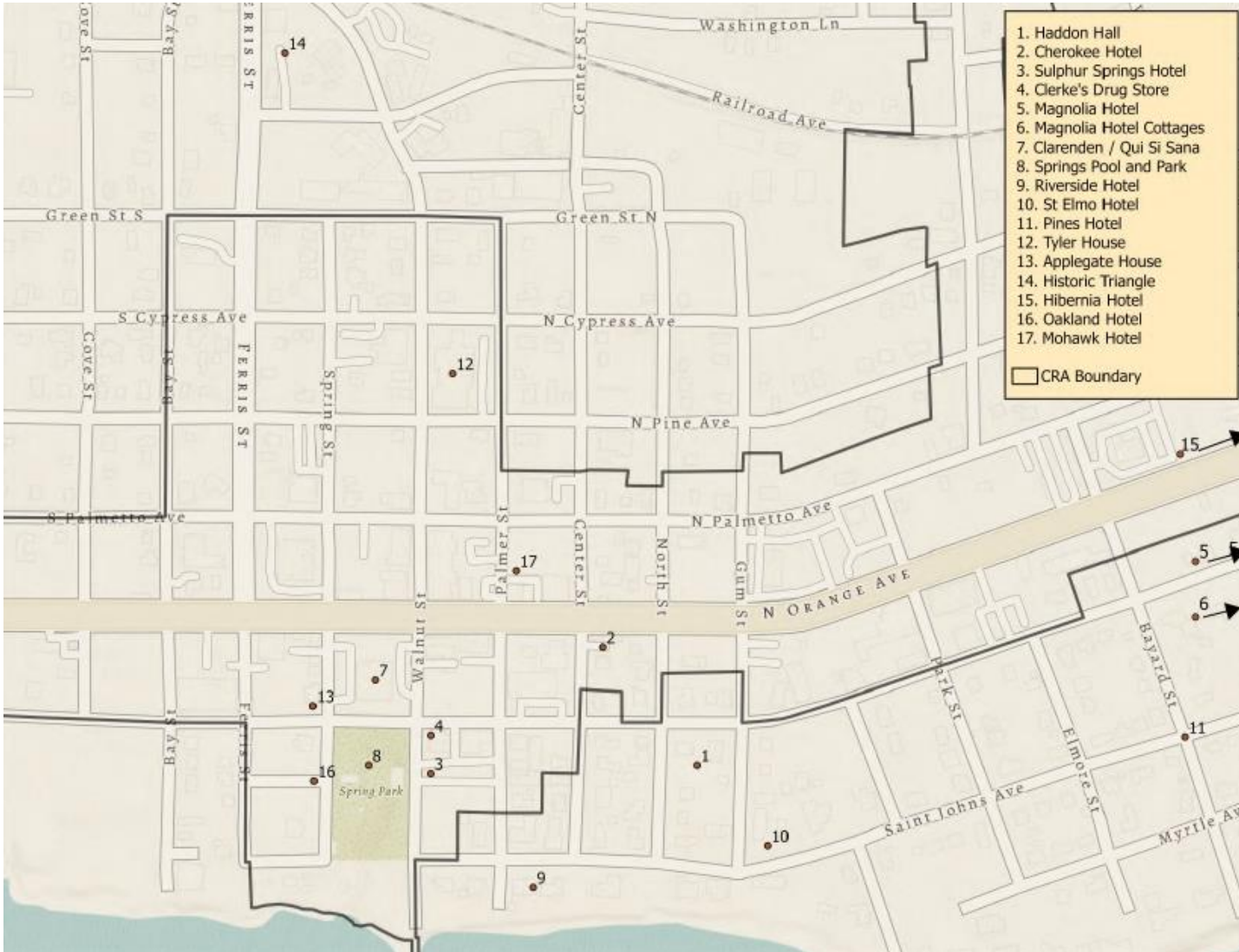


SIDE A

**Could be a great program
for Food Truck Fridays**

Historic Plaques

Item #33.



1. Rectangle Sidewalk inlaid Bronze Plaque

2. Different Ornate Frames on Sidewalk Bronze Plaque

3. Round Plaque in Sidewalk

Page 892

Full Sidewalk Plaque in Bronze

Item #33.



Full sidewalk bronze casting with historic image and small write-up

Subtle Frame Detail “nod” to History

Item #33.

Frames change
out detail



Round Sidewalk Plaque

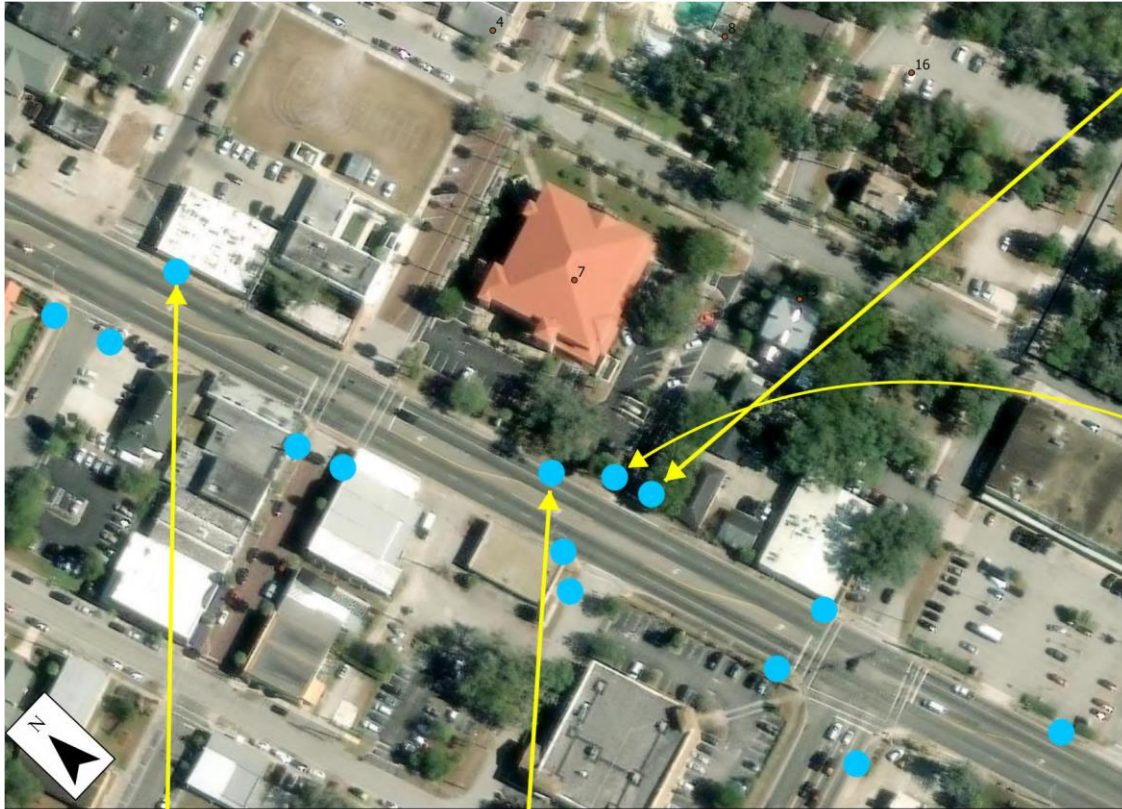
Item #33.



Illustrations of the buildings, bronze casting, minimal copy

Page 895

Storm Drains



1. Pattern Brick as “nod” to past street
2. GCS landmarks /character in simple vector style (spring park, sail boats)
3. Drains to River “The River Starts Here”
4. Old timey “2 color tattoo” designs nod to history (steamboats, animals)



Stormwater Inlets

Bronze Icon Detail + GCS Seal Drain COVER

Item #33.



Copper manatees are inlaid on top of storm drain with copper edge at the curb opening.

The seal of Green Cover Springs is displayed above. There is no paint, only materials.



Page 897

Painted Water Motif/Animal + River Begins Here

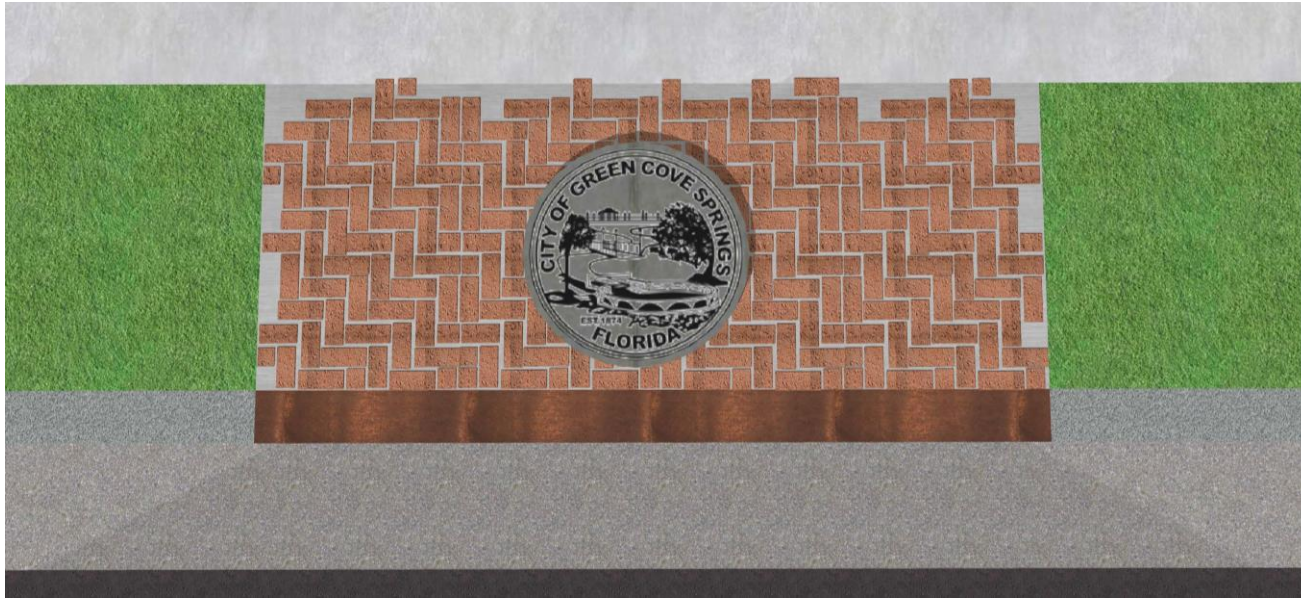
Item #33.

Manatee logo is painted onto storm drain with a black metal edge at the curb opening. The slogan “The River Begins Here” is displayed in metal inlaid on concrete. The drain cover matches the concrete material.



Historic Brick “nod” to the past Street Design

Item #33.



Old brick pattern is stamped on concrete with a copper edge at the opening of the drain.

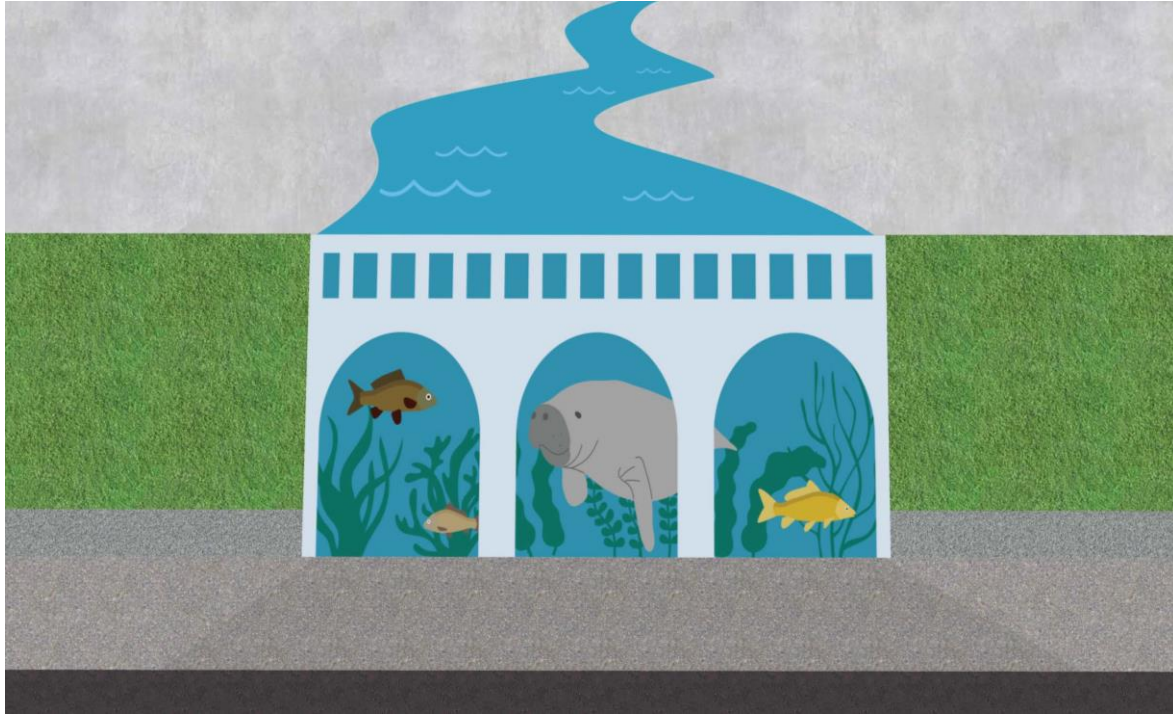
Seal of the City of Green Cove Springs is stamped on storm drain cover, which is something to consider on all covers.



Page 899

Painted Water Scene: Ode to the Springs

Item #33.



Ode to the sea life found in the area which is loved by locals and visitors.

River in composition mimics the way the water interacts with the Springs at the Park



Page 900

Questions/Comments?



THANK YOU!

**INTERLOCAL AGREEMENT
BETWEEN CLAY COUNTY,
CITY OF GREEN COVE SPRINGS AND
GREEN COVE SPRINGS COMMUNITY REDEVELOPMENT AGENCY**

This Interlocal Agreement (hereinafter “Interlocal Agreement” or “Agreement”) by and between Clay County, a charter county and political subdivision of the State of Florida (hereinafter “County”), the City of Green Cove Springs, a Florida municipality (hereinafter “City”) and the Green Cove Springs Community Redevelopment Agency, a public body corporate created pursuant to Section 163.357, Florida Statutes (hereinafter “Agency”), (County, City and Agency collectively, the “Parties”), is made and entered into and shall be effective as of May 25, 2023.

WHEREAS, on April 19, 2022, the City approved Resolution R-03-2022 finding the existence of blight in an area of the City (the “Redevelopment Area”) based on a study containing evidence, data, analysis and facts dated March, 2022 (“City’s Study”); making certain findings and determinations; and finding a need for creating a Community Redevelopment Agency pursuant to Chapter 163 Part III, Florida Statutes; and

WHEREAS, the Redevelopment Area is generally described as the downtown and US 17 corridor, which is specifically described in the City’s Study; and

WHEREAS, the County, as a charter county, is vested with all of the powers under the Community Redevelopment Act of 1969; and

WHEREAS, Section 163.410, Florida Statutes, authorizes the delegation by the County, in its discretion, to the City the exercise of certain powers related to community redevelopment under Chapter 163, Part III, Florida Statutes, subject to such conditions and limitations as the County may impose; and

WHEREAS, Chapter 163, Florida Statutes, authorizes public agencies to enter into agreements to provide services and to exercise jointly any power, privilege, or authority they share in common and which each might exercise separately; and

WHEREAS, on August 9, 2022, the County approved Resolution 2021/2022 – 56 declaring and finding a need to create a Community Redevelopment Agency for the Redevelopment Area within the City and delegating the exercise of certain limited powers to the City to establish a Community Redevelopment Agency and delegate to the Community Redevelopment Agency to prepare and adopt a plan of redevelopment to be submitted to the City and the County for review and approval; and

WHEREAS, on November 29, 2022, the City Planning and Zoning Commission, as the Local Planning Agency, unanimously approved a Redevelopment Plan (the “Plan”); and

WHEREAS, on December 13, 2022, the City established the Green Cove Springs Community Redevelopment Agency (the “Agency”) pursuant to Ordinance O-24-2022; and

WHEREAS, on January 12, 2023, the Community Redevelopment Agency approved the Plan; and

WHEREAS, the County approved the Plan on April 25, 2023, pursuant to Resolution 2022/2023-39; and

WHEREAS, Section 6 of the County’s Resolution 2021/2022 – 56 provided the County would consider the delegation of additional community redevelopment powers to the Agency by an interlocal agreement; and

WHEREAS, the County approved this Interlocal Agreement on April 25, 2023; and

WHEREAS, on May 16, 2023, the City approved the Plan and this Interlocal Agreement pursuant to Resolution R-06-2023; and

WHEREAS, on June 6, 2023, the City established the Green Cove Springs Redevelopment Trust Fund pursuant to Ordinance O-15-2023; and

WHEREAS, the Agency approved this Interlocal Agreement on May 25, 2023; and

WHEREAS, the City, the County, and the Agency now wish to enter into this Agreement to establish procedures for the governance of the City, County and Community Redevelopment Agency and to further provide for the delegation of authority and powers by the County to the City and the Agency.

NOW THEREFORE, in consideration of the mutual covenants declared herein and other good and valuable consideration each Party agrees as follows:

This Interlocal Agreement is entered into pursuant to Section 163.400, Florida Statutes, and the Florida Interlocal Cooperation Act contained in Sections 163.01, et.al., Florida Statutes.

Section 1. Intent of Parties.

It is the intent of the Parties that provisions in this Agreement which conflict with provisions of the Community Redevelopment Act of 1969, Chapter 163, Part III, Florida Statutes (the “Act”), as amended, shall control. The County, the City and the Agency intend to bind themselves to the terms and obligations of this Agreement.

Section 2. CRA Redevelopment Plan and Base Year.

The Parties agree that:

A. Pursuant to the Act and the terms of this Agreement, the Agency may adopt a Community Redevelopment Plan for a term of 30 years beginning January 2023, and the City and the County shall appropriate funds to a redevelopment trust fund in accordance with the Act and this Agreement through January 1, 2054, each with approval of the City and the County.

- (1) The Agency may amend its plan to extend the term of the Plan only with an affirmative vote of both the City and the County.
- (2) Neither the Agency nor the City may expand the boundaries of the Redevelopment Area without express authorization of the County evidenced by an additional delegating resolution.

B. The “base year” taxable property assessment roll, used for the calculation in Section 163.387(1), Florida Statutes, shall be the values used for taxation in calendar year 2023.

Section 3. County delegation of powers.

A. With the exception of the community redevelopment powers that continue to vest in the County pursuant to Section 163.358 of the Act, the Agency shall have the right and sole responsibility to exercise the following redevelopment powers specifically delegated by the County pursuant to section 163.370 of the Act only within the Redevelopment Area:

- (1) The power to make and execute contracts and other instruments necessary or convenient to the exercise of its powers pursuant to the Act.
- (2) The power to disseminate information regarding slum clearance and community redevelopment.
- (3) The power to undertake and carry out community redevelopment and related activities within the Redevelopment Area, which redevelopment may include:
 - (a) Acquisition of a slum area or a blighted area or portion thereof by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition.

- (b) Demolition and removal of buildings and improvements.
- (c) Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers, including meeting rooms, banquet facilities, parking garages, lobbies, and passageways, and other improvements necessary for carrying out in the Redevelopment Area the community redevelopment objectives of the Act in accordance with the Plan.
- (d) The power to dispose of any property acquired in the Redevelopment Area at its fair value as provided in Section 163.380 of the Act, for uses in accordance with the Plan.
- (e) The power to carry out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the Plan.
- (f) The power to acquire real property in the Redevelopment Area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition which, under the Plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property, or otherwise put to use for the public good as set forth in the Plan.
- (g) The power to acquire any other real property in the Redevelopment Area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition, when necessary to eliminate unhealthful, unsanitary or unsafe conditions; eliminate obsolete or other uses detrimental to the public welfare; or otherwise to remove or

prevent the spread of blight or deterioration or to provide land for needed public facilities.

- (h) The power to acquire, without regard to any requirement that the area be a slum or blighted area, air rights in an area consisting principally of land over highways, railway or subway tracks, bridge or tunnel entrances, or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.
 - (i) The power to construct the foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.
- (4) The power to provide, or to arrange or contract for, the furnishing or repair by any qualified, licensed person or agency, public or private, of services, privileges, works, streets, roads, bridges, public utilities, or other facilities for, or in connection with, the Plan; to install, construct, and reconstruct streets, bridges, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems necessary and appropriate, which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out the Plan and related activities, and to include in any contract authorized by the Agency in connection with such redevelopment and related activities, provisions to fulfill such of the conditions as it deems reasonable and appropriate.

- (5) The power to enter into any building or property in the Redevelopment Area in order to make inspections, surveys, appraisals, soundings, test borings, or contamination tests, with the permission of the owner(s) and to request an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted.

- (6) The power to acquire by purchase, lease, option, gift, grant, bequest, devise or otherwise any real property within the Redevelopment Area (or personal property for its administrative purposes), together with any improvements thereon.

- (7) The power to hold, improve, clear or prepare for redevelopment any property within the Redevelopment Area acquired by the Agency.

- (8) The power to mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property acquired by the Agency within the Redevelopment Area.

- (9) The power to insure or provide for the insurance of any real or personal property acquired by the Agency within the Redevelopment Area or operations of the Agency against any risks or hazards, including the power to pay premiums on any such insurance.

- (10) The power to enter into any contracts necessary to effectuate the purposes of the Act.

- (11) The power to solicit requests for proposals for redevelopment of parcels of real property within the Redevelopment Area contemplated by the Plan to be acquired for redevelopment purposes by the Agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to

private persons or entities pursuant to Section 163.380 of the Act, prior to acquisition of such real property by the Agency.

- (12) The power to invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds as have been issued pursuant to Section 163.385 of the Act, at redemption price established therein or to purchase such bonds at less than the redemption price, all such bonds so redeemed or purchased to be canceled.
- (13) Subject to prior approval of both the City and the County, which approval or disapproval shall be in the sole and absolute discretion of the City and the County, the power to borrow money and to apply for and accept advances, loans, contributions, and any other form of financial assistance from the Federal Government or the state, county, or other public body or from any sources, public or private, for the purposes of the Act, and as a condition of the award of such loan or contribution, to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the Federal Government for or with respect to community redevelopment and related activities such conditions imposed pursuant to federal laws as the Agency deems reasonable and appropriate which are not inconsistent with the purposes of the Act.
- (14) The power to make or have made all surveys and plans necessary to the carrying out of the purposes of the Act; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to:

- (a) Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements.
 - (b) Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.
 - (c) Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities.
- (15) The power to develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means of providing housing for families and persons of low income.
- (16) The power to apply for, accept, and utilize grants of funds from the Federal Government for such purposes.
- (17) The power to prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations, and others) displaced from the Redevelopment Area and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government.
- (18) The power to appropriate such funds and make such expenditures as are necessary to carry out the purposes of the Act; to make a request to the City or the County to rezone any part of the Redevelopment Area or make exceptions from, or revisions to, building regulations; and to enter into

agreements with a housing authority, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by such county or municipality pursuant to any of the powers granted by the Act.

- (19) The power to make a request to the appropriate authority to close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the City or the County located within the Redevelopment Area.
- (20) The power to provide funding to support the development and implementation of community policing innovations, subject to any budgetary limitations set forth in this Agreement.
- (21) The right to exercise any other power that the Florida Legislature grants to community redevelopment agencies after the date of this Agreement, subject to approval of the exercise of such power by the City, and if approved by the City, subsequent approval by the County.
- (22) The Agency shall have the power and obligation to procure all commodities and services under the same purchasing processes and requirements that apply to the City.
- (23) Nothing in this Agreement is intended to prohibit the County and the City from exercising their sovereign powers as prescribed by law.

B. The following powers may not be paid for or financed by increment revenues:

- (1) Construction or expansion of administrative building for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a community policing innovation.

- (2) Installation, construction, reconstruction, repair or alteration of any publicly owned capital improvements or projects, if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within three years of the approval of the Plan by the County pursuant to a previously approved public capital improvement or project schedule or plan of the County as the governing body which approved the Plan, or schedule or plan of the City, unless and until such projects or improvements have been removed from such schedule or plan of the County or the City and three years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment Trust Fund.

- (3) General government operating expenses unrelated to the planning and carrying out of the Plan.

Section 4. Agency, City and County Obligations.

- A. Community Redevelopment Trust Fund
 - (1) The City shall establish by ordinance and administer the redevelopment trust fund (the “Trust Fund”) in accordance with the provisions of Section 163.387, Florida Statutes.
 - (2) The City and the County shall comply with all of the provisions of the Act and this Agreement to fund the Trust Fund.
 - (3) The Parties shall comply with all provisions of the Act and this Agreement regarding the Trust Fund.

B. Implementation of the Plan

- (1) The County has delegated to the Agency all the powers for redevelopment set forth above in Section 3 with respect to the Redevelopment Area and only with respect to the Plan as approved by the County, together with any amendments to the Plan, provided that such are approved by the County.
- (2) The Plan and all amendments to the Plan shall meet all the requirements of the applicable statutes, including the requirement that the Plan contain a detailed statement of the projected costs of redevelopment, “including the amounts to be expended on publicly funded capital projects in the redevelopment area and any indebtedness of the community redevelopment agency... if such indebtedness is to be repaid with increment revenues.” *See* Sec. 163.362(9), Fla. Stat.
- (3) For purposes of this Agreement, tax increment funds are such funds or revenues as defined by Section 163.387(1)(a) of the Act and further defined for the County as solely the Ad Valorem Taxes- County Wide Services levied on taxable real property contained within the Redevelopment Area and shall not include the Ad Valorem Taxes – Fire Control MSTU-9 levied therein, nor any other ad valorem taxes that may be levied now or in the future in the Redevelopment Area.
- (4) Beginning in October, 2024 but no later than January 1, 2025, and annually thereafter through and including October, 2053, the City shall appropriate and deposit ninety-five percent (95%) of an amount based on the calculation of increment using the City’s millage in the applicable year into the Trust Fund in accordance with the Act.
- (5) Beginning in October, 2024 but no later than January 1, 2025, and annually thereafter as described in this subsection (5), the County shall appropriate and deposit ninety percent (90%) of the tax increment funds as defined above and derived from the Redevelopment Area in the applicable year into the Trust Fund

for years one through twenty (through and including October, 2043). For years twenty-one through thirty (October, 2044 through and including October, 2053), the County shall appropriate and deposit eighty percent (80%) of the tax increment funds as defined above and derived from the Redevelopment Area in the applicable year into the Trust Fund.

- (6) The monies in the Trust Fund shall be used to fund the Agency projects identified in the Plan. The Agency shall not substantially deviate from the projects set forth in the Plan without a plan amendment approved by both the City and the County.
- (7) The Agency shall review the Plan annually and update it at least every five years.
- (8) Redevelopment activities and projects in the Plan shall be designed to mitigate the slum/blighted conditions of the Redevelopment Area in accordance with the provisions of the Act.
- (9) Subject to the provisions of Section 3.A. (13) hereof, the Agency may issue bonds and execute notes, and enter into other forms of debt or leveraging, as well as collateral documents, to finance capital improvements deemed necessary by the Agency for redevelopment purposes in accordance with the powers delegated in Section 3 hereof; provided, however, all such forms of indebtedness shall be paid in full no later than the sunset date, January 1, 2054, unless agreed to otherwise in writing by the Parties.

C. Budget

- (1) The Agency shall adopt an annual budget in accordance with the provisions of Section 163.387(6), Florida Statutes and after approval by the Agency and the City submit such to the County.
- (2) Each annual budget shall include a section outlining the accomplishments of the

prior fiscal year.

- (3) Any amendments to the adopted annual budget shall be submitted to the County in accordance with the provisions of Section 163.387(6), Florida Statutes.

D. The Agency shall abide by all provisions of this Agreement, any implementing regulations, and to the extent not inconsistent, the Act.

E. The composition of the Agency shall at all times consist of two (2) members appointed by the City, two (2) members appointed by the County and one (1) at-large member appointed by the other four (4) members.

F. Sunset

Unless extended by approval of the Parties pursuant to an amendment to this Interlocal Agreement, the sunset date for the Agency, the Area and the Plan shall be January 1, 2054. In addition, unless the Parties agree in writing to a different timeframe, beginning in October, 2052, the Agency, the City and the County will negotiate an interlocal agreement to account for the sunset of the Agency, Area and Plan. Such agreement shall include but not be limited to the methodology for disbursement of Trust Fund revenues remaining in the Trust Fund on the sunset date to the taxing authorities (County and City), the disposition of real and personal property purchased with the Agency funds, and any other issues associated with the dissolution of the Agency. Further, unless otherwise agreed to by the Parties in writing, beginning on October 1, 2052, the Agency will not fund any new projects, grants, initiatives, or other plans in order to complete all previously funded projects, grants, initiatives or other plans, in order to provide for the proper closeout of the Agency by the sunset date.

Section 5. Entire Agreement.

This Agreement constitutes the entire agreement, including all attachments, and supersedes all prior written or oral agreements, understandings, or representations.

Section 6. Default and Termination.

This Agreement shall be effective on the effective date above and remain in effect until the sunset of the Agency, unless terminated earlier as follows:

A. If any Party fails to fulfill its obligations under this Agreement in a timely and satisfactory manner, or if any Party breaches any of the provisions, covenants or stipulations under this Agreement, a Party may give a written notice to all Parties stating the failure or breach and provide a reasonable time period for correction of same. In the event the correction is not made in the allotted time, the representatives of the Parties shall meet to resolve the dispute.

B. If the representatives are unable to resolve the dispute, the Parties shall agree to mediate any dispute according to the provisions of Chapter 164, Florida Statutes. If mediation is unsuccessful, a non-breaching party may terminate this Agreement upon affirmative vote of the respective governing body for a material breach. The termination would then be effective at the time the next payment to the Trust Fund by the non-breaching party is due provided however there are no outstanding bonds or other forms of Agency indebtedness. If at the time of termination, the Agency has outstanding bonds or other forms of indebtedness, termination shall be subject to the provisions of Florida Statutes Section 163.3755.

C. If any unallocated funds remain in the Trust Fund at the termination of the Agency, the funds shall be divided proportionally based on the percentage of contribution between the County and the City.

Section 7. Indemnification.

Each Party hereby assumes responsibility for, and hereby agrees to indemnify and hold the other Parties harmless from any and all liability, claims or damages imposed on another Party up to the monetary limits provided in Sec. 768.28, Fla. Stat., arising out of or in connection with the negligent acts, omissions or misconduct of a Party, and its agents and employees relating to the responsibilities of the Parties under this Agreement.

Section 8. Liability.

Each Party shall be solely responsible for the negligent acts or omissions of its employees, and agents which in any way relate to or arise out of this Agreement. Nothing contained herein shall be construed as consent to be used by third parties in any matter arising out of this Agreement or constitute a waiver by any Party of its sovereign immunity or provisions of Sec. 768.28, Fla. Stat. This Agreement does not create any relationship with, or any rights in favor of any third party.

Section 9. Filing of Agreement.

The County, upon execution of this Agreement, shall file the same with the Clerk of the Circuit Court in the Official Records of Clay County, as required by Sec. 163.01(11), Fla. Stat.

Section 10. Project Records.

Each Party shall meet the requirements of Chapter 119, Fla. Stat., for retaining public records and transfer, at no cost, to any other requesting Party, copies of all public records regarding the subject of this Agreement which are in the possession of the Party. All records stored electronically shall be provided to the requesting Party in a format that is compatible with the information technology systems of the requesting Party.

Section 11. Applicable Law.

The laws of the State of Florida shall govern this Agreement, and the venue is Clay County, Florida, for any legal actions arising hereunder. In the event of any legal actions or litigation arising hereunder, the prevailing party shall be entitled to its attorneys' fees and costs from trial through any appellate action subject to and without waiving the monetary limits provided in Sec. 768.28, Fla. Stat.

Section 12. Notices.

Except as otherwise provided herein, any notice, acceptance, request or approval from any Party to any other Party shall be in writing and sent by certified mail, return receipt requested, to all Parties and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. For the purposes of this Agreement, the Parties' representatives are:

COUNTY

County Manager
Clay County, Florida
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

With a copy to:

County Attorney
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

CITY

City Manager
321 Walnut Street
Green Cove Springs, FL 32043

With a copy to:
City Attorney
321 Walnut Street
Green Cove Springs, FL 32043

With a copy to:
Development Services Director
321 Walnut Street
Green Cove Springs, FL 32043

AGENCY

Chair, Green Cove Springs Community Redevelopment Agency
321 Walnut Street
Green Cove Springs, FL 32043

Section 13. Non-Waiver.

Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

Section 14. Amendment.

The Parties may amend this Agreement only by a mutual written agreement.

Section 15. Severability.

If any provision of this Agreement shall be declared illegal, void, or unenforceable, this Agreement shall be deemed void and of no further effect. The provisions of this Agreement are not severable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year as shown below.

Clay County, Florida

City of Green Cove Springs

By: _____
Jim Renninger, Chair
Board of County Commissioners

By: _____
Steven Kelley
Mayor

Date: _____

Date: _____

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

Erin West, City Clerk
Green Cove Springs

Date: _____

Approved as to form:

Jim Arnold, City Attorney

Date: _____

Green Cove Springs Community
Redevelopment Agency

By: _____
Van Royal, Chair

Date: _____

RESOLUTION NO. R-22-2024**A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY ADOPTING THE BUDGET; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Florida Legislature duly enacted Chapter 163, Part III, Florida Statutes (the "Community Redevelopment Act") establishing the conditions and procedures for the establishment of community redevelopment areas and agencies; and

WHEREAS, a community redevelopment plan as contemplated by Part III, Chapter 163, Florida Statutes, has been prepared which addresses the redevelopment needs in a certain area of the City; and

WHEREAS, on April 19, 2022, the City adopted Resolution No. R-03-2022 by which the City (1) ascertained, determined and declared a Finding of Necessity as required by law and determined that the Redevelopment Area (as defined therein) constituted a "blighted area" as defined in Section 163.340(8), Florida Statutes; (2) expressed the need for the creation of a community redevelopment agency to carry out the community redevelopment activities contemplated by Chapter 163, Part III, Florida Statutes; and (3) sought approval from Clay County that the Redevelopment Area meets the criteria described in Section 163.340(8) and 163.355, Florida Statutes and requested delegation of authority to create a community redevelopment agency, adopt a community redevelopment plan and establish a redevelopment trust fund; and

WHEREAS, on May 26, 2022, the City submitted the Finding of Necessity to Create a Redevelopment Agency to the County for review and approval and requested delegation of authority as stated therein; and

WHEREAS, on August 9, 2022, the County found and determined that the establishment of a community redevelopment agency and the establishment of the Redevelopment Area would serve a public purpose and would be consistent with the goals, objectives and policies of the Clay County Comprehensive Plan, and would otherwise be consistent with the controlling provisions of State law. Pursuant to Section 163.410, Florida Statutes, the County adopted Resolution No. 2021-2022-56 which delegated to the City the limited power to the create a community redevelopment agency and to prepare and adopt a redevelopment plan to be reviewed and approved by the City and the County; and

WHEREAS, on November 29, 2022, the City Planning and Zoning Commission, as the Local Planning Agency, unanimously approved a redevelopment plan; and

WHEREAS, on December 13, 2022, the City established the Green Cove Springs Community Redevelopment Agency ("Agency") pursuant to Ordinance O-24-2022; and

WHEREAS, on January 12, 2023, the Agency approved a revised redevelopment plan dated January 11, 2023, as described in Exhibit A attached hereto (the “Redevelopment Plan”) and recommended the Redevelopment Plan be approved by the City Council; and

WHEREAS, on April 4, 2023, the City adopted Resolution No. R-03-2023, approving the Redevelopment Plan which inadvertently deleted certain findings of conformance as required by Section 163.360(7), Florida Statutes; and

WHEREAS, on April 4, 2023, the City Council voted to approve an interlocal agreement with Clay County which was subsequently revised substantially; and

WHEREAS, Clay County approved the Redevelopment Plan on April 25, 2023, and an Interlocal Agreement dated January 11, 2023, as described in Exhibit B attached hereto (the “Interlocal Agreement”) by and among the City, County and Agency, pursuant to Resolution 2022/2023-39; and

WHEREAS, the City finds that the rehabilitation, conservation, or redevelopment, or a combination thereof, within the Redevelopment Area as described in the Redevelopment Plan is necessary and in the interest of the public health, safety, morals, or welfare of the residents of the City; and

WHEREAS, the City further finds that the Interlocal Agreement by and among the County, City and Agency furthers the goals and objectives of and is consistent with the Community Redevelopment Act and the Redevelopment Plan; and

WHEREAS, a duly noticed public hearing on this Resolution was held by the Council on May 16, 2023.

WHEREAS, a revised CRA Interlocal Agreement was approved by the Clay County Board of County Commissioners on July 9, 2024, CRA Board on July 11, 2024, and the City Council on July 16, 2024.

WHEREAS, pursuant to state statute and the CRA Interlocal Agreement the CRA Annual Budget must be approved by the CRA Board, and City Council and subsequently sent to the Board County Commissioners for approval.

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

SECTION 1. APPROVAL OF PROPOSED BUDGET. That the budget of the City of Green Cove Springs Community Redevelopment Agency, summarized as to estimates ad valorem revenues and appropriations is set forth herein pursuant to Exhibits A & B is hereby adopted and approved as the final budget for the Community Redevelopment Agency for the fiscal year beginning October 1, 2024;

SECTION 2. EFFECTIVE DATE. This Resolution shall take October 1, 2024.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 3RD DAY OF SEPTEMBER 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney

Exhibit A: Green Cove Springs CRA Tax Increment Calculation

Item #33.

Year		2023/Base	2024
Total		0	22,782
CRA Taxable Value		48,715,154	53,419,614
City Increment			24,710
County Increment			22,782
Total Increment Gained		0	47,492.32
City Frozen Revenue		0	0
County Frozen Revenue		0	0

ACCOUNT NUMBER	DESCRIPTION	DEPT HD FY 2025
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PERSONAL SERVICES

107-1515-5001200	DEVELOPMENT SERVICES - SALARIES	
107-1515-5001400	DEVELOPMENT SERVICES - OVERTIME	
107-1515-5002100	DEVELOPMENT SERVICES - FICA	
107-1515-5002200	DEVELOPMENT SERVICES - RETIREMENT	
107-1515-5002300	DEVELOPMENT SERVICES - LIFE/HEALTH INSURANCE	
107-1515-5002400	DEVELOPMENT SERVICES - WORKERS COMPENSATION	
107-1515-5005402	DEVELOPMENT SERVICES - WELLNESS PROGRAM PREMIUM CREDIT	
TOTAL PERSONAL SERVICES		

OPERATING EXPENSES

107-1515-5003100	DEVELOPMENT SERVICES - PROFESSIONAL SERVICES	
107-1515-5003101	DEVELOPMENT SERVICES- MAINT SUPPORT/SOFTWARE	
107-1515-5003114	DEVELOPMENT SERVICES - FAÇADE IMPROVEMENT GRANT	22,492.32
107-1515-5004000	DEVELOPMENT SERVICES - TRAVEL & PER DIEM	
107-1515-5004100	DEVELOPMENT SERVICES - COMMUNICATIONS	
107-1515-5004110	DEVELOPMENT SERVICES - POSTAGE/FREIGHT	
107-1515-5004610	DEVELOPMENT SERVICES - EQUIPMENT MAINTENANCE	
107-1515-5004910	DEVELOPMENT SERVICES - ADVERTISING	
107-1515-5005100	DEVELOPMENT SERVICES - OFFICE SUPPLIES	
107-1515-5005200	DEVELOPMENT SERVICES - OPERATING SUPPLIES	
107-1515-5005230	DEVELOPMENT SERVICES - VEHICLE FUEL	
107-1515-5005400	DEVELOPMENT SERVICES - BOOKS, PUB, SUB & MEMBERSHIPS	
107-1515-5005401	DEVELOPMENT SERVICES - WELLNESS MEMBERSHIP	
107-1515-5005403	DEVELOPMENT SERVICES - EAP PROGRAM	

107-1515-5005410	DEVELOPMENT SERVICES - PROFESSIONAL DEVELOPMENT	
107-1515-5005422	DEVELOPMENT SERVICES - ZONING SIGNS (REIMBURSE)	
TOTAL OPERATING EXPENSES		22,492

<i>CAPITAL EXPENSES</i>		
<i>107-1515-5006500</i>	<i>DEVELOPMENT SERVICES - CAPITAL OUTLAY</i>	
	9 Historic Hotel Plaques	18,000.00
	Inlet, Trash can, Utility box design materials	7,000
Total Capital Expenses		25,000
TOTAL		47,492



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** September 3, 2024
FROM: Mike Null, Asst. City Manager
SUBJECT: Council Approval of Resolution R-23-2024 and for Mayor to sign Amendment #1 to CDBG Contract H2426, extending the grant deadline from January 31, 2024 to January 31, 2025. *Mike Null*

BACKGROUND

In 2021, City Council applied for and received a \$700,000 grant to provide funding for three projects:

1. Highland Avenue Sidewalk Project
2. West Street Stormwater Project
3. Shade Cover and Picnic Facilities at Vera Francis Hall (VFH) Park

The grant agreement for these projects expired January 31, 2024. Staff requested a one-year extension for this contract on January 31, 2024. Staff received an extension agreement from the Florida Commerce Department through January 31, 2025, for execution on August 8, 2024.

The contractor, Besch and Smith, is anticipating completion of the construction prior to January 31, 2025. Approval of the attached resolution is also required by the Florida Commerce Department, delegating the Mayor as having signature authority on this contract.

FISCAL IMPACT

N/A

RECOMMENDATION

Pending comments from the public, request a modification to the CDBG grant agreement number H2426 to remove the park components of the grant, and authorize the Mayor to sign any and all documents needed to effect this change.



Modification to Subgrant Agreement
Modification Number 1 to Subgrant Agreement Between
the Department of Commerce Opportunity and
the City of Green Cove Springs, Florida.

This Modification Number 1 is entered into by and between the State of Florida, Florida Department of Commerce, (“Commerce”), and the City of Green Cove Springs, Florida. (“the Recipient”), (each individually a “Party” and collectively the “Parties”).

WHEREAS, Commerce and the Recipient entered into **Contract Number 22DB-OP-04-20-02-N22, FLAIR Contract Number H2426**, on August 1, 2021 (“the Agreement”), pursuant to which Commerce provided a subgrant in the amount of \$700,000.00 to the Recipient under the Small Cities Community Development Block Grant (“CDBG”) Program as set forth in the Agreement;

WHEREAS, Paragraph (4) of the Agreement provides that modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, Commerce and the Recipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

Revise the Activity Work Plan

- 1. Attachment C, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment C, which is attached hereto and incorporated herein by reference.

Revise the Project Budget

- 2. Attachment A, _____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.

Revise the Project Narrative

- 3. Attachment ____, Project Narrative, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment ____, which is attached hereto and incorporated herein by reference.

Change the Number of Accomplishments and/or Beneficiaries

- 4. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.



Modification to Subgrant Agreement

July 6, 2023

Recipient: City of Green Cove Springs, Florida.

Modification Number: 1

Commerce Contract Number: 22DB-OP-04-20-02-N22

FLAIR Contract Number: H2426

Include an Unaddressed Need from the Application for Funding as Addressed Need

- 5. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

Change the Participating Parties

- 6. (Type in the name of firm), is removed as a Participating Party to the Subgrant Agreement.
- 7. (Type in the name of new firm) is added as a Participating Party to the Subgrant Agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

Extend the Agreement

- 8. Paragraph (3) titled Period of Agreement on page 1 of the Subgrant Agreement is hereby deleted and replaced by the following Paragraph (3):

(3) Period of Agreement

This Agreement begins on August 1, 2021, (the “Effective Date”) and ends on January 31, 2025, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to Commerce in its sole discretion, and Commerce’s Deputy Secretary of the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient’s control, and include a performance plan that demonstrates the Recipient’s capacity to perform and complete the remaining project tasks within the extension period. Commerce will also take into consideration the Recipient’s progress and verifiable achievements at Commerce’s sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the agreement closeout procedures set forth in Attachment H.

Other:

- 9. This Agreement is hereby reinstated as though it had not expired.



Modification to Subgrant Agreement

10. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce (“Commerce”). Effective July 1, 2023, all references to “Department of Economic Opportunity” or “DEO” are hereby replaced with “Florida Department of Commerce” or “Commerce” as appropriate.

11. Paragraph 25 of this agreement is hereby deleted and replaced with the paragraph below:

(25) Employment Verification (E-Verify)

A. Section 448.095, F.S., requires the following:

(1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee’s employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee’s employment eligibility.

B. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.

C. If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Contract.

12. Paragraph 7 titled Request for Funds on page 38 of Attachment H of the Subgrant Agreement is amended to include the following:

If the Recipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Recipient may elect in writing to exercise this provision.

a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Recipient meets the criteria set forth in this paragraph, then the Recipient is deemed to have demonstrated a financial hardship.



Modification to Subgrant Agreement

Recipient: City of Green Cove Springs, Florida.

Modification Number: 1

Commerce Contract Number: 22DB-OP-04-20-02-N22

FLAIR Contract Number: H2426

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

State of Florida
Department of Commerce

Recipient: City of Green Cove Springs, Florida.

By: _____

By: _____

Name: J. Alex Kelly

Name: Steven R. Kelley

Title: Secretary

Title: Mayor

Date: _____

Date: _____

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties
Office of the General Counsel
Department of Commerce

By: _____

Approved Date: _____

RESOLUTION NO. R-23-2024

A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO SIGN ANY AND ALL DOCUMENTS RELATED TO CDBG GRANT PROJECTS AND CONTRACTS OR RELATED DOCUMENTS TO BE SUBMITTED TO THE FLORIDA COMMERCE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of Green Cove Springs, Florida (the "City") has multiple active CDBG agreements with the Florida Commerce Department under the provisions as set forth in Title I of the Housing and Community Development Act of 1974, as revised; and

WHEREAS, the legislative body of the City recognizes the Mayor as the appropriate City official authorized in their capacity as Mayor to act on behalf of the City in such matters and further acknowledges that their signature shall be binding upon the City in such matters; and

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

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. AUTHORIZATION TO SIGN APPLICATION. The Council hereby directs the Mayor to sign all necessary documents related to all active CDBG grant projects.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 3RD DAY OF SEPTEMBER, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney



City of Green Cove Springs Florida

Item #34.

Phone: (904)297-7500

321 Walnut Street

www.greencovesprings.com

Fax: (904)284-8118

Green Cove Springs, FL 32043

Florida Relay – Dial 7-1-1

January 8, 2024

Mr. Vincent Aguirre, Gov't Operations Consultant II
Florida Department of Economic Opportunity
107 East Madison St., MSC 400
Tallahassee, Florida 32399-6408

Re: City of Green Cove Springs CDBG Grant #22DB-OP-04-20-02-N22
Amendment Number One (#1)

Dear Mr. Aguirre:

Please consider this a request for Amendment number one (#1) for the above referenced project. With this amendment, the City is requesting a twelve (12) month time extension. The City submitted the environmental review record to Florida Commerce on July 21, 2022 and received the release of funds on October 25, 2022. The City requested and received the wage decision in November 2022. The City advertised for construction bids on the drainage portion of the project in January of 2023. Bids were due on April 10, 2023. The City received bids for the drainage portion and the bids greatly exceeded the City's budget for the project. The City revised the plans for the drainage portion and re-advertised for bids on the drainage portion as well as the sidewalk portion. Bids were due on November 14, 2023. The bids received once again exceeded the City's budget. The City has determined that the City will be able to pay the difference for the overage. City Council has awarded to the lowest bidder and the City is preparing the contractor procurement package for Florida Commerce approval. The City anticipates holding the preconstruction conference and issuing the notice to proceed in February 2024.

With this twelve month extension, the City feels confident the project can be completed. The City appreciates the Department's consideration of this amendment. If you have any questions regarding this Amendment, please contact Mr. Fred Fox, our Grants Administrator, at (904) 810-5183.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Null".

Mike Null
Assistant City Manager

Subgrant Contract Number: 22DB-OP-04-20-02-N22

FLAIR Contract Number: H2426

CFDA Number: 14.228

State of Florida
Department of Economic Opportunity
Federally-Funded
Small Cities Community Development Block Grant (CDBG)
Subgrant Agreement – FFY 2019 Funding Cycle

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”), and the City of Green Cove Springs, Florida, hereinafter referred to as the “Recipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) administers the Small Cities Community Development Block Grant (CDBG) Program at the Federal level and distributes CDBG grant funds to the states. The State of Florida has received these grant funds from HUD.

WHEREAS, DEO is the CDBG grantee agency for the State of Florida, designated to receive funds annually for program purposes. DEO is authorized to distribute CDBG funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, Pursuant to the requirements of Title 2, Code of Federal Regulations (“C.F.R.”), part 200 and 24 C.F.R. § 570.500, the Recipient is a Subrecipient of federal funds, and is qualified and eligible to receive these subgrant funds in order to provide the services identified herein.

NOW THEREFORE, DEO and the Recipient agree to the following:

(1) Scope of Work.

The Scope of Work for this Agreement includes Attachment A, Project Narrative and Deliverables and Part 7 and Appendix A from Part 9 of the Recipient’s Florida Small Cities CDBG FFY 2019 Application for Funding submitted by the Recipient on November 9, 2020.

(2) Incorporation of Laws, Rules, Regulations, and Policies.

The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 C.F.R. Part 570 Subpart I (except that the Recipient does not assume DEO’s responsibilities described at § 570.604 and the Recipient does not assume DEO’s responsibility for initiating the review process under the provisions of 24 CFR part 58); and chapter 73C-23, Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

(3) Period of Agreement.

This Agreement begins on August 1, 2021, (the “Effective Date”) and ends on January 31, 2024, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO’s Director of the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient’s control, and include a performance plan that demonstrates the Recipient’s capacity to perform and complete the remaining project tasks within

the extension period. DEO will also take into consideration the Recipient's progress and verifiable achievements at DEO's sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the agreement closeout procedures set forth in Attachment H.

(4) Modification of Agreement.

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Recipient, including any request using form SC-44, constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Recipient shall electronically submit the following documents to DEO:

1. A cover letter signed by the Recipient's Chief Elected Official or by a duly-authorized Recipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension;

2. If there are changes to the number of beneficiaries or accomplishments, including Unaddressed Need being added to the Agreement as Addressed Need, a copy of the Attachment A - Project Narrative;

3. If there is a change in the location of an activity, a copy of a revised map from the Application for Funding indicating the proposed changes;

4. If the changes being requested in the modification required that a public hearing be held, copies of the public hearing notice and the minutes from the hearing; and

5. For Economic Development subgrants, if a new Participating Party is being added to the Agreement, a copy of the Participating Party Agreement signed by the Recipient and the Participating Party.

(5) Records.

(a) The Recipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the final closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that DEO closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by DEO. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall either (i) maintain all funds provided under this Agreement in a separate bank account (the Recipient shall maintain all funds advanced under this Agreement in a separate bank account) or (ii) the Recipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement (this option is not allowed for advanced funds). There shall be no commingling of funds provided under this Agreement with any other funds, projects, or programs. "Commingling" of funds is distinguishable from "blending" of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements.

(a) The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends \$750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@deo.myflorida.com. The Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to DEO if an audit is not required because the local government spent less than \$750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form SC-47, by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

(7) Reports.

The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

(8) Monitoring.

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subrecipients, subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in Attachment A - Project Narrative and Deliverables, Attachment B – Project Detail Budget, and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) DEO shall monitor the Recipient's performance through desk monitorings and on-site monitoring visits. The Recipient shall always and contemporaneously maintain at Recipient's work sites and make available to DEO immediately upon DEO's request all Subgrant's records and documentation, including but not limited to: all Recipient's consultants' work products produced in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation. The Recipient shall supply data and make records available as necessary for DEO staff to complete an accurate evaluation of contracted activities. DEO will issue a monitoring report to the Recipient after each monitoring event. The Recipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of DEO's monitoring report. DEO will clear any findings or concerns in writing once the Recipient has successfully addressed them. DEO will reject a Recipient's financial reimbursement request if a required response to a monitoring report is late.

(9) Liability.

(a) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(c) If the Recipient is a state agency or subdivision, as defined in section 768.28, F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(10) Events of Default.

If any of the following events occur (“Events of Default”), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

- (a) If any warranty or representation made by the Recipient in the Recipient’s Application for Funding, this Agreement, or any previous agreement with DEO is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- (b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;
- (c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO; or
- (d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO’s Implementation Workshop.

(11) Remedies.

If an Event of Default occurs, then DEO shall, upon 30 calendar days written notice to the Recipient and upon the Recipient’s failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or
- (e) Exercise any corrective or remedial actions, including but not limited to:
 1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
 or
 3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.
- (f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

(12) Dispute Resolution.

Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Recipient files a petition for administrative hearing with DEO. DEO’s decision on the petition shall be final, subject to the Recipient’s right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient’s ability to pursue any other form of dispute resolution; provided however, that the Parties may

mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination.

(a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14-days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.

(d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement. All notices sent to the grant manager via email shall copy the CDBG grants management inbox at CDBGGrantsManagement@deo.myflorida.com.

(b) The name and address of the grant manager for this Agreement is:

Aniyah Bunch, Government Operations Consultant II

Florida Small Cities CDBG Program

Department of Economic Opportunity

107 East Madison Street – MSC 400

Tallahassee, Florida 32399-6508

Telephone: (850) 717-8434 – Fax: (850) 922-5609

Email: Aniyah.Bunch@deo.myflorida.com; CC: CDBGGrantsManagement@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Michael Daniels, Planning and Zoning Director
 City of Green Cove Springs
 321 Walnut Street
 Green Cove Springs, Florida, 32043
 Telephone: (904) 297-7500 - Fax: (904) 284-2718
 Email: mdaniels@greecovesprings.com

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (14)(a) above.

(15) Contracts.

(a) If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S. Documentation must also be maintained on-site by the subgrant Recipient. The Recipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Recipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation, the Recipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Recipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Recipient.

(16) Terms and Conditions.

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(17) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- (b) This Agreement contains the following attachments:

Attachment A – Project Narrative and Deliverables

Attachment B – Project Detail Budget (Example)

Attachment C – Activity Work Plan (Example)

Attachment D – Program and Special Conditions

Attachment E – Category Specific Conditions for Neighborhood Revitalization

Attachment F – State and Federal Statutes, Regulations, and Policies

Attachment G – Civil Rights Requirements

Attachment H – Reports

Attachment I – Warranties and Representations

Attachment J – Audit Requirements

Exhibit 1 to Attachment J – Funding Sources

Attachment K – Audit Compliance Certification

(18) Funding/Consideration.

(a) The funding for this Agreement shall not exceed Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00), subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO's grant manager determined at the site visit that any of the Recipient's procedures were deficient.

(d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the SERA Access Authorization Form, provided by DEO, must approve the submission of payment requests on behalf of the Recipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.

(h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment B. The Recipient shall send a representative, either an employee or an elected official, to DEO's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) Events of Default.

(19) Repayments.

(a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Recipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.

(e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient, within 30 calendar days after DEO has notified the Recipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(20) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. DEO may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

- (d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (e) The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.
- (f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.
- (g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.
- (h) If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and
 4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form SC-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form SC-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form SC-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form SC-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG funds.

(o) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

(21) Lobbying Prohibition.

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

3. The Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (21), above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) Copyright, Patent, and Trademark.

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

(b) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(c) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(d) Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization.

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities.

(a) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an email to PRRequest@deo.myflorida.com within one business day from receipt of such request.

(b) The Recipient shall keep and maintain public records, on-site as required by DEO, to perform the Recipient's responsibilities hereunder. The Recipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Recipient is a “contractor” as defined in section 119.0701(1)(a), F.S. (“Recipient-contractor”), the Recipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Recipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient-contractor keeps and maintains public records upon completion of the Agreement, the Recipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO’s custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Recipient-contractor of the request as soon as practicable, and the Recipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Recipient-contractor does not comply with DEO’s request for records, DEO shall enforce the provisions set forth in this Agreement. A Recipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient’s possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State’s rights and the data subject’s privacy.

(g) The Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Recipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Recipient shall cooperate with DEO regarding DEO’s efforts to comply with the requirements of chapter 119, F.S.

(h) If the Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Recipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Recipient’s waiver of a claim of exemption. The Recipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF THE RECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT-CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Recipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. The Recipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

(l) The Recipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Recipient shall amend each of the Recipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Recipient does not comply with this provision.

(25) Employment Eligibility Verification.

(a) Section 448.095, F.S. requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(26) Program Income.

(a) The Recipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG funds made available under this Agreement as part of the Recipient's Quarterly Progress Report, Form SC-65. The Recipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200; 24 C.F.R. part 570; sections 290.046-290.048, F.S.; chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Recipient shall return all program income generated after closeout to DEO. The Recipient shall return all program income generated prior to closeout to DEO unless the program income is used to fund additional units of CDBG activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. DEO or the State may require remittance of all or a portion of any balance of a Recipient's program income at the end of a program year.

(27) Independent Contractor.

(a) In the Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Recipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

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State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

Subgrant Contract Number: 22DB-OP-04-20-02-N22
FLAIR Contract Number: H2426

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

City of Green Cove Springs, Florida

Department of Economic Opportunity

By: Edward Gaw (Authorized Signature) Date: 10/8/2021

By: Meredith Ivey (Authorized Signature) Date: 10/18/2021

Name: Edward Gaw

Name: Meredith Ivey

Title: Mayor

Title: Chief of Staff

Federal Tax ID#: 59-60000328

DUNS#: 0732199297

Approved as to form and legal sufficiency, subject only to the full and proper execution by the Parties

Office of the General Counsel
Department of Economic Opportunity

By: Valerie Wright

Approved Date: 10/14/2021

Attachment A – Project Narrative and Deliverables

1. **PROJECT NARRATIVE:** The City of Green Cove Springs (Recipient) will use the \$700,000.00 in CDBG Neighborhood Revitalization funds to construct flood and drainage improvements and construct new sidewalks in primarily residential areas located within the City’s corporate limits. The Recipient will also construct improvements to Vera Francis Park. The Recipient has committed Fifty Thousand Dollars (\$50,000.00) as leverage and up to Seven-Hundred Sixty-Six Thousand One-Hundred Nineteen Dollars and Zero Cents (\$766,119.00) in additional local government funds to the project.

Service Area (SA 1) – 03J Flood and Drainage

The Recipient will construct approximately 1,000 Linear Feet (LF) of flood and drainage improvements to the existing storm water piping on West Street between Martin Luther King Boulevard on the North and Idlewild Avenue on the South. As part of the stormwater piping improvements, the existing sidewalk and curb will be removed and replaced, and the roadway will be rebuilt as necessary.

The SA 1 beneficiaries include the 53 persons living in 20 occupied residential housing units that benefit from the flood and drainage improvements. Thirty-eight of the beneficiaries are considered to be Low- to Moderate-Income (LMI) persons (71.69%); thus, the requirements of the HUD LMI National Objective will be satisfied.

Service Area 2 (SA 2) – 03L Pedestrian Malls/Sidewalks

The Recipient will construct approximately 7,700 LF of new sidewalk alongside Highlands Avenue between Martin Luther King Jr. Boulevard and Idlewild Avenue; and alongside Center Street between Oakridge Avenue and Vermont Street.

The SA 2 beneficiaries include the 151 persons living in 59 occupied residential housing units that benefit from the construction of the sidewalks. One Hundred and Fifteen of the beneficiaries are considered to be LMI persons (76.16%); thus, the requirements of the HUD LMI National Objective will be satisfied.

Service Area 3 (SA 3) – 03F Parks and Playgrounds

The Recipient will construct improvement to Vera Francis Park, located at 1503 Martin Luther King Boulevard. The SA 3 construction activities will include the installation of a shade cover over the existing playground equipment and new picnic facilities.

SA 3 includes all of the residential housing units located in Census Tract 31400 Block Groups 1, 2, & 3. Based upon the HUD’s 2011-2015 ACS update to the 2010 Census, there are 4,685 persons living in SA 3 and 2,830 (or 60.41%) are considered to be LMI; thus, the requirements of the HUD LMI National Objective will be satisfied.

Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Develop policies for the Recipient to adopt related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient’s area,
- Conducted activities related to the HUD-required environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Attended prebid conference, bid opening or preconstruction meeting,

Attachment A – Project Narrative and Deliverables

- Reviewed contractor payrolls and interview employees to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland “Anti-kickback” Act,
- Maintained client files,
- Attended meetings of the Recipient’s local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by DEO,
- Prepared requests for funds for submission by the Recipient’s authorized employee,
- Prepared subgrant modification documents for the Recipient to submit to DEO,
- Prepared the Administrative Closeout Report for submission by the Recipient,
- Prepare and submit detailed quarterly progress report, Section 3 or MBE/WBE report to DEO,
- Responded to citizen complaints,
- Prepared responses to monitoring findings and concerns for Recipient to submit to DEO or HUD,
- Paid advertising costs of public notices and invitations to bid,
- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising,
- Paid CDBG portion of required audit,
- Submitted requests for funds to DEO,
- Prepared subgrant modification documents, and
- Prepared the Administrative Closeout Report.

Engineering Services Deliverable

Tasks that are eligible for reimbursement under the Engineering Services Deliverable are as follows:

- Basic Engineering Services
 - a) Developed the plan drawings for the project,
 - b) Developed the specifications for the project,
 - c) Developed the bid documents for the project,
 - d) Prepared permit applications,
 - e) Attended pre-bid/pre-construction conference,
 - f) Prepared change orders, and
 - g) Reviewed construction bids and make recommendation to the Recipient.
- Resident Inspection
 - a) Inspected construction activities for consistency with plans and specifications, and
 - b) Reviewed construction invoices and certify costs.
- Preliminary Engineering Services
 - a) Provided a cost estimate of the project, and
 - b) Assessed sites for the project.
- Additional Engineering Services
 - a) Conducted site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required, such as route surveys,
 - b) Conducted laboratory tests, well tests, borings, and specialized geological soils, hydraulic, or other studies recommended by the engineer,
 - c) Conducted property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights,
 - d) Gathered necessary data and file maps for water rights,

Attachment A – Project Narrative and Deliverables

- e) Conducted redesigns ordered by the owner after final plans have been accepted by the owner and the local government, except redesigns to reduce the project cost to within the funds available and projects which received “readiness to proceed” points or a planning and design grant,
 - f) Appeared before courts or boards on matters of litigation or hearings related to the project,
 - g) Conducted environment assessments or environmental impact statements,
 - h) Performed detailed staking necessary for construction of the project in excess of the control staking,
 - i) Provided an operation and maintenance manual for a facility,
 - j) Conducted activities required to obtain state and federal regulatory agency construction permits,
 - k) Designed hookups, and
 - l) Paid the cost of engineering specialties such as electrical; hydro-geological services; biologists; and heating, ventilation, and air conditioning (HVAC).
2. **RECIPIENT RESPONSIBILITIES:** The Recipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Narrative and Deliverables, and in doing so, the Recipient shall comply with all the terms and conditions of this Agreement. The Recipient shall agree to a written budget (“Project Detail Budget”), subject to the approval of DEO and in conformity with the current example attached hereto as Attachment B. The Project Detail Budget must identify the maximum reimbursement allowed for the Deliverables and Tasks described in Attachment A. The Recipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of DEO and in conformity with the current example attached hereto as Attachment C. The Project Budget Detail and the Activity Work Plan may be modified by the unilateral determination of DEO or by mutual consent of the Parties.
3. **DEO RESPONSIBILITIES:** DEO shall receive and review the Deliverables and, upon DEO’s acceptance of the Deliverables and receipt of the Recipient’s pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Recipient in accordance with the terms and conditions of this Agreement.

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Attachment A – Project Narrative and Deliverables

4. **DELIVERABLES:** Recipient agrees to provide the following services as specified:

Deliverable No. 1	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Project Implementation The Recipient shall complete eligible Project Implementation tasks as detailed in Section 1 of Attachment A – Project Narrative.</p>	<p>The Recipient shall be reimbursed upon completion of a minimum of one Project Implementation task on a per completed task basis as detailed in Section 1, Attachment A – Project Narrative; The Recipient’s completion of tasks shall be evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable No. 2	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Engineering Services The Recipient shall complete one eligible Engineering Services task as detailed in Section 1, Attachment A - Project Narrative.</p>	<p>The Recipient shall be reimbursed upon completion of a minimum of 10 percent (10%) of one Engineering Services task as detailed in Section 1, Attachment A – Project Narrative; The Recipient’s completion of tasks shall be evidenced by invoice(s) noting the percentage of the task(s) that have been completed.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable No. 3	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Construction The Recipient shall complete Infrastructure Construction as detailed in Section 1, Attachment A – Project Narrative.</p>	<p>Following a draw for mobilization*, the Recipient shall be reimbursed upon completion of a minimum of 10 percent (10%) of overall project as detailed in Section 1, Attachment A – Project Narrative. As evidence of percentage completed, the Recipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p> <p>* Mobilization refers to a contractor’s mobilization of equipment, materials and barriers to the work site(s).</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.</p>
TOTAL AWARD NOT TO EXCEED \$700,000.00		

Attachment B – Project Detail Budget (Example)

Item #34.

Recipient: City of Green Cove Springs **Modification Number:** N/A **Contract Number:** 22DB-OP-04-20-02-N22

Activity		Accomplishments		Beneficiaries				Budget			
Activity #	Description	Unit	Number	VLI	LI	MI	All	CDBG Amount	Other Funds	Source*	Total Funds
1. Project Implementation											
2. Engineering Services											
3. Construction											
Totals:											

* Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
1.		
2.		
3.		
4.		
5.		

Attachment D – Program and Special Conditions

Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
 - a. Within 120 calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Request approval for all professional service contracts; and
 - Submit an initial payment request for administrative services, if applicable.
 - b. Within 180 calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
 - Request a wage decision(s) using DEO form SC-56 for applicable construction activities if points were received on the application for “Readiness to Proceed;”
 - c. The Recipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO’s written acceptance of the plans and specifications if Recipient received points for “Readiness to Proceed” on its Application for Funding.
 - d. If the Recipient did not receive points for “Readiness to Proceed,” it must request a wage decision(s) using DEO form SC-56 at least 30 days before advertising for its construction procurement.
2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment B -Project Detailed Budget, Attachment A- Project Narrative and Deliverables, Recipient Responsibilities, and Attachment C - Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.
4. The Recipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG funds based on a minimum experience requirement. However, a firm’s experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the “responsibility” of a firm when determining the “low, responsive, responsible bidder” for services procured through bids, as required by 2 C.F.R. § 200.319(a).
5. CDBG procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
 - a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in an MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
 - b. A Recipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;
 - c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;

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- d. Nothing in subparagraphs a., b., or c., above shall preclude the Recipient from using additional media to solicit bids related to procurement of professional services and construction activities;
 - e. Each public notice for procurement of CDBG professional services, except for application preparation, must identify either the CDBG funding cycle or the CDBG contract number. In the absence of any identifier, the procurement will be presumed to be for the CDBG funding cycle closest to the publication date of the notice;
 - f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Recipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319(a); and
 - g. Any RFP which includes more than one service shall provide the following:
 - Proposals may be submitted for one or more of the services;
 - Qualifications and proposals shall be separately stated for each service; and
 - Separate evaluations shall be done on the proposals for each service.

If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
 7. The Recipient is not required to publish a RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
 8. A Recipient whose application received “Readiness to Proceed” points may use the design engineer for services during construction if DEO determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.
 9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG funds must be shown separately so that the bid proposal identifies the CDBG activities and the amount of the contract to be reimbursed with CDBG funding.
 10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Recipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.
 11. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. A copy of the Request for Proposals (RFP);
 - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
 - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
 - d. Documentation of all efforts to get MBE/WBE firms to submit proposals;
 - e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

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- f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;
- g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;
- h. A copy of a cost analysis for all procurements of engineering services;
- i. A copy of the minutes from the commission/council meeting approving contract award;
- j. A copy of the proposed contract;
- k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
- l. If a protest was filed, a copy of the protest and documentation of resolution;
- m. The Recipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO's approval; and
- n. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Recipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

12. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed \$5,000, and for Economic Development Grants, not to exceed \$8,000, the Recipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 11 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 [\$8,000 for Economic Development].
 - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **The Recipient shall not commit funds or begin construction before DEO has issued the "Authority to Use Grant Funds."**
 - c. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.
13. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

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If the Recipient undertakes any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

14. For Neighborhood Revitalization, Commercial Revitalization and Economic Development projects, the Recipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
15. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer's recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms for all prime contractors and subcontractors:
 - Form SC-51 – Bidding Information and Contractor Eligibility;
 - Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
 - Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
 - Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
 - Form SC-54 (if applicable) – Documentation for Business Claiming Section 3 Status

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For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents for all prime contractors and subcontractors:

- a. Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
 - c. Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
 - d. Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).
16. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from DEO, the Recipient shall request an additional classification using Form SC-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.
17. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
- a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.88; and
 - c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.88.
18. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b).
19. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient's submission of the administrative closeout package for this Agreement, except for the following costs:
- Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
 - The CDBG portion of the cost of post-administrative closeout audits.
20. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five years.
21. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).

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22. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.
23. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within 30 calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
25. If required, the Recipient shall submit a final Form HUD 2880, to DEO with the Recipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
26. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and rule 73C-23.0051(7), F.A.C.
27. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
28. The Recipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
29. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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30. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Special Conditions

Not Applicable.

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Attachment E – Category Specific Conditions for Neighborhood Revitalization

1. The Recipient must meet a “National Objective” for each service area addressed with CDBG funds. If a National Objective is not met for a service area, all CDBG funds received for the activities conducted in that service area must be repaid.
2. If the Recipient installs water lines with CDBG funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low- and moderate-income families in the service area are hooked up to the potable water system at no cost to low- and moderate-income households. Hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.
3. The Recipient is responsible for verifying and maintaining documentation that households receiving direct benefits, in the form of hookups to potable water and/or sewage collection lines, meet program requirements regarding the low- and moderate-income National Objective. The Recipient shall maintain homeowner files locally and at a minimum include the following:
 - a. The name of the owner, the address of the property, and family size;
 - b. The method and source documentation used to verify household income;
 - c. Documentation that the income of the household is below Section 8 income limits based on family size;
 - d. The method and source documentation used to verify home ownership; and
 - e. If rental property is involved, an acceptable five-year written agreement with the owner(s) related to affordability and subsequent rate increases.

The information must be maintained for review and verification during on-site monitoring visits.

4. The Recipient shall provide the following data in its Administrative Closeout Report for each CDBG-funded activity:
 - a. For activities which provide indirect benefits (e.g., road paving, water and sewer improvements, parks, fire protection), beneficiary data shall be provided for all residents of the households being served. For activities that provided direct benefits (e.g., utility hookups, housing rehabilitation, temporary relocation), beneficiary data shall be provided based solely on the head of household. The number of females and female heads of households, the number of handicapped persons, the number of elderly persons;
 - b. The number of moderate-income (MI), low-income (LI), and very low-income (VLI) beneficiaries proposed and actually served;
 - c. The name of each head of household, owner’s name (if different), and address of each housing unit hooked up to water or sewer service with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit; and
 - d. The racial demographics and ethnicity of the head of each household using the following descriptions:

<ol style="list-style-type: none"> 1) White, 2) African American, 3) Asian, 4) American Indian or Alaskan Native, 5) Native Hawaiian/Pacific Islander, 6) American Indian or Alaskan Native and White 	<ol style="list-style-type: none"> 7) Asian and White, 8) African American and White, 9) American Indian/Alaskan Native and African American, or 10) Other Multi-Racial; and 11) If the head of household is Hispanic
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Attachment F – State and Federal Statutes, Regulations, and Policies

Item #34.

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement now in effect and as may be amended from time to time, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/manage-a-program/cpd-notices/>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 300f, et seq.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland “Anti-Kickback” Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.

Attachment G – Civil Rights Requirements

Fair Housing

As a condition for the receipt of CDBG funds, each Recipient must certify that it will “affirmatively further fair housing” in its community. The Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator’s contact information quarterly in a newspaper of general circulation in the Recipient’s jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator’s contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken, and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG project file and include information about the activities in the comment section of each quarterly report.

Attachment G – Civil Rights Requirements

Equal Employment Opportunity

As a condition for the receipt of CDBG funds, each Recipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken;
- 5) Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
- 6) Incorporate the Equal Employment Opportunity clause as set forth in 41 C.F.R. Part 60-1.4(b) into any contracts or subcontracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. 60-1.3

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities;
 - b) Has a record of such an impairment; or
 - c) Is regarded as having such an impairment.
- 3) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

Attachment G – Civil Rights Requirements

- 4) Publish the Section 504/ADA Coordinator’s contact information quarterly in a newspaper of general circulation in the Recipient’s jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Recipient can post the coordinator’s contact information throughout the quarter on the home page of its website; and
- 5) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity’s size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors’ offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause is required to be included in all CDBG-funded contracts.

Attachment G – Civil Rights Requirements

Item #34.

Section 3 Required Language

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- F. Noncompliance with HUD’s regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

Whistleblower Protection

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L 112-239, “National Defense Authorization Act for Fiscal Year 2013” and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

Attachment G – Civil Rights Requirements

Civil Rights Regulations

As a condition for the receipt of CDBG funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended –Economic Opportunities for low- and very low-income persons.

I hereby certify that the City of Green Cove Springs shall comply with all the provisions and Federal regulations listed in this attachment.

By:  Date: 10/8/2021

Name: Edward Gaw

Title: Mayor

Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to DEO 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Recipient to meet the terms of this Agreement.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system at <https://deosera.my.salesforce.com/>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Recipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to DEO before the Recipient has submitted its Final Request for Funds.

Recipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than \$10,000 or until one year after the date that all CDBG-funded activities were completed, whichever comes first.

The following documentation shall be provided with the Administrative Closeout Report:

- a. Certification that all project activities have been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;
 - b. Documentation of any leverage expended after the last on-site monitoring visit;
 - c. Documentation of fair housing activities conducted after the last on-site monitoring visit;
 - d. Documentation that all citizen complaints related to the project have been resolved;
 - e. A list of the homes receiving direct benefit, if applicable; and,
 - f. Certification that each housing unit assisted was located within the Recipient's jurisdictional boundaries for Housing Rehabilitation subgrants.
 - g. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.
 - h. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.
4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

Attachment H – Reports

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audit@deo.myflorida.com within 60 calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report** must be completed and submitted through DEO’s SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment, labor hours performed and other economic opportunities provided to persons and businesses that meet “Section 3” requirements.
7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. DEO will not reimburse a payment request for less than \$5,000 unless it is the final payment request. Each payment request must include an invoice from the Recipient to DEO and copies of all invoices that the Recipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Recipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization, Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. The Recipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

For each Housing Rehabilitation payment request that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Recipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Recipient shall request reimbursement as soon as the mobile home is installed and the invoice received.

If the Recipient needs to remit funds to DEO, including reimbursement of subgrant funds, program income or interest income paid with CDBG funds (collectively “reimbursements”), Recipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, SC-68.

8. All forms referenced herein are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the DEO grant manager for this Agreement.

Attachment I – Warranties and Representations

Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Recipient's financial management system shall include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Recipient expends \$750,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).
4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

Attachment J – Audit Requirements

PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:
 - A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com
 - B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>

Attachment J – Audit Requirements

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - A. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us
4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. 200 Subpart F, 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that DEO closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Recipient:	\$700,000.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Recipient's jurisdiction.
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

Attachment K – Audit Compliance Certification

<p><i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i></p>	
<p>Recipient: City of Green Cove Springs, Florida</p>	
<p>FEIN: 59-60000328</p>	<p>Recipient's Fiscal Year:</p>
<p>Contact Name:</p>	<p>Contact's Phone:</p>
<p>Contact's Email:</p>	
<p>1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Recipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</p>	
<p>By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.</p>	
<p>Signature of Authorized Representative</p>	<p>Date</p>
<p>Printed Name of Authorized Representative</p>	<p>Title of Authorized Representative</p>



CITY OF GREEN COVE SPRINGS POLICE DEPARTMENT



Chief E.J. Guzman ▪ 1001 Idlewild Avenue ▪ Green Cove Springs, FL 32043 ▪ Main (904) 297-7300 ▪ Fax (904) 284-1436 ▪ www.gcspd.com

The following is the official summary of activity conducted by members of the Green Cove Springs Police Department for the month of July 2024:

Total # Calls for Service: **907**
Total # Arrests: **31**
Total # Traffic Stops: **363** Total # Citations: **128** % Citations to stops: **35%**
Total # Building and business security checks: **1,543**
Total # Police Related Services: **4,461**
Response Times: **Priority: 5 M 30 Sec** **Over-all Response Time: 7M 59 Sec**
Dispatch Phone Communication: 911 calls: **296** Non-Emergency calls: **358** Walk-In: **34**

Red Light Camera Program:

Video Review:
Ofc. Gann reviewed 1,021 violations, approved 740, and rejected 281

Total violations reviewed for the month: **1,021** Approval Rating: **72.48%**
Total hours reviewing video: **12.66**

Traffic complaints received/completed:

Location	Issue	# Officer # Times	Traffic Stops	Traffic Citations	Traffic Warnings	Parking Citations	Issue Y/N
Orange Ave	Red Lights/Speed	17	76	24	52	0	N
Mag West Exits Operation	Stop signs	4/6	1	0	1	0	Y
Southern Slowdown	Aggressive Driving	17	72	72	0	0	Y

***When evaluating traffic complaints, low numbers of stops/citations are a good indication that the issue may not be as prevalent as the citizen believes.17*

Notable Arrests:

- 2024000944: Stolen Vehicle
- 2024000971: Possess Methamphetamine
- 2024000974: Battery/Assault
- 2024000988: Aggravated Assault
- 2024000992: Domestic Violence
- 2024000994: Trespass
- 2024001017: Domestic Violence Battery by Strangulation
- 2024001033: Stabbing
- 2024001035: Possess Methamphetamine
- 2024001049: DUI
- 2024001081: Lewd and Lascivious Acts
- 2024001082: Aggravated Battery on Elderly Person

Notable K-9 Activity:

Apprehensions: 0 Training Sessions: 3 Total Time Training: 24 Hrs
K9 Searches: 1 #Finds: 1 #No Finds: 0
Mutual Aid Calls: 0

Narcotics Finds: 2024000791: Methamphetamine


Demonstration for Camp Cadet

Training:

Radar and Laser Training: Officers Heard, Lombardi, Powers

Notable Activity by the Chief of Police:

Spoke with children at Camp Cadet
Guest speaker at Camp Cadet Graduation
Held meeting/discussion reference power outage call procedures as they relate to our Communications Center
Guest speaker/presentation to the GCS Business League
Attended an integrated planning meeting at the County EOC
Attended events meetings to discuss National Night Out, Shop with a Cop, etc.

 #673
8/14/24



City of Green Cove Springs

(904) 297-7500
Florida Relay – Dial 7-1-1

321 Walnut Street

Green Cove Springs, FL 32043
www.greencovesprings.com

MEMORANDUM

To: Steve Kennedy, City Manager
From: Development Services Department
Date: August 5, 2024
Subject: Monthly Planning, Code Enforcement and Building Report for July 2024

PLANNING

1 new business license was issued, New business is:

- KD on Magnolia LLC

Total Business Tax Revenue for **July** was **\$50.00**

During the month of July:

- Began or continue reviewing the following planning applications:
 - **Clay Habitat Palmer Street Re-Plat**
 - **Rookery PUD Modification**
 - **Rookery US17 Rezoning Request**
 - **1689 Idlewild Minor Site Plan**
 - **Worth Metals Minor Site Plan**
 - **Shands Bridge Construction Trailer Minor Site Plan**
- The following applications were approved:
 - **US16/17 Map Amendment, Text Amendment and PUD Rezoning**
 - **Clay County Economic Development Building Site Plan**
 - **Shands Bridge Construction Trailer Minor Site Plan**
- **26 lien search requests, and 15 new permit applications were submitted.**
- **Council approval of the CRA Interlocal Agreement with Clay County**
- Revenues for Planning related fees for **July** were **\$2,527.00**.

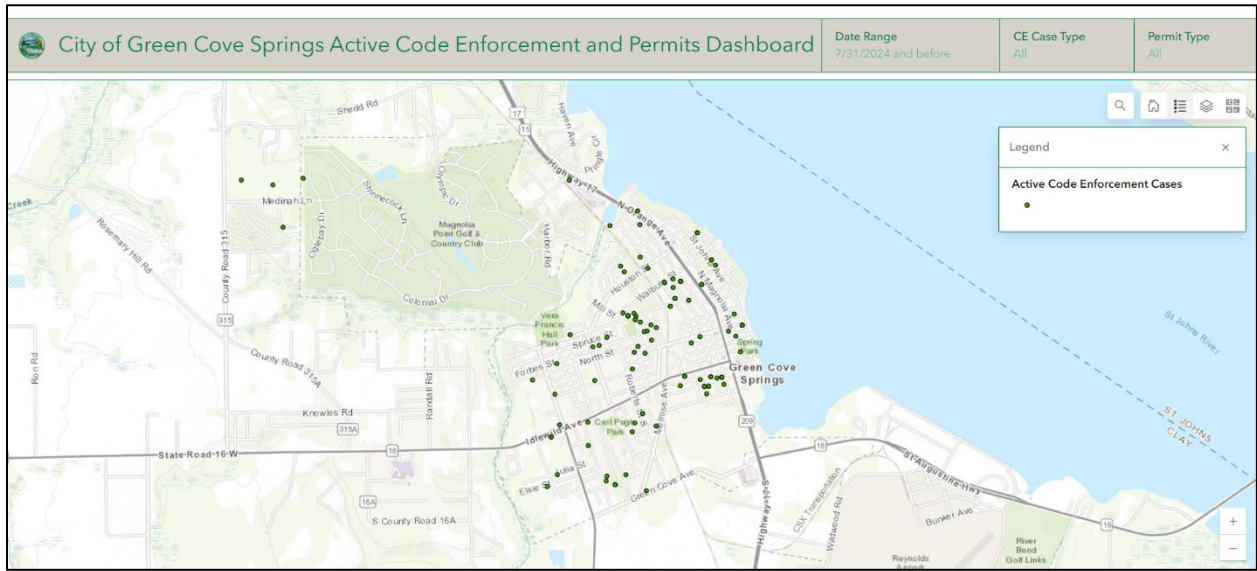
CODE ENFORCEMENT

In July, there were ten new enforcement complaints filed. Voluntary compliance was achieved for three of the cases resulting in case closure. For Fiscal Year 2023-2024, Code Enforcement has collected \$15,780.56 in Code Enforcement fines.

Compliance for July courtesy notice of violation/notice of violations:

- 4 of 10 (40%) courtesy notices of violation/notice of violation were complied with.
- 2 of 6 (33%) notices of violation were voluntarily complied with.
- 21 notices of violation from previous months compliance were achieved resulting in case closure.
- 10 courtesy notices of violation from previous months compliance were achieved resulting in closure.
- 269 cases courtesy notices of violation/notice of violation complied year to date.

New Code Enforcement Cases for July 2024

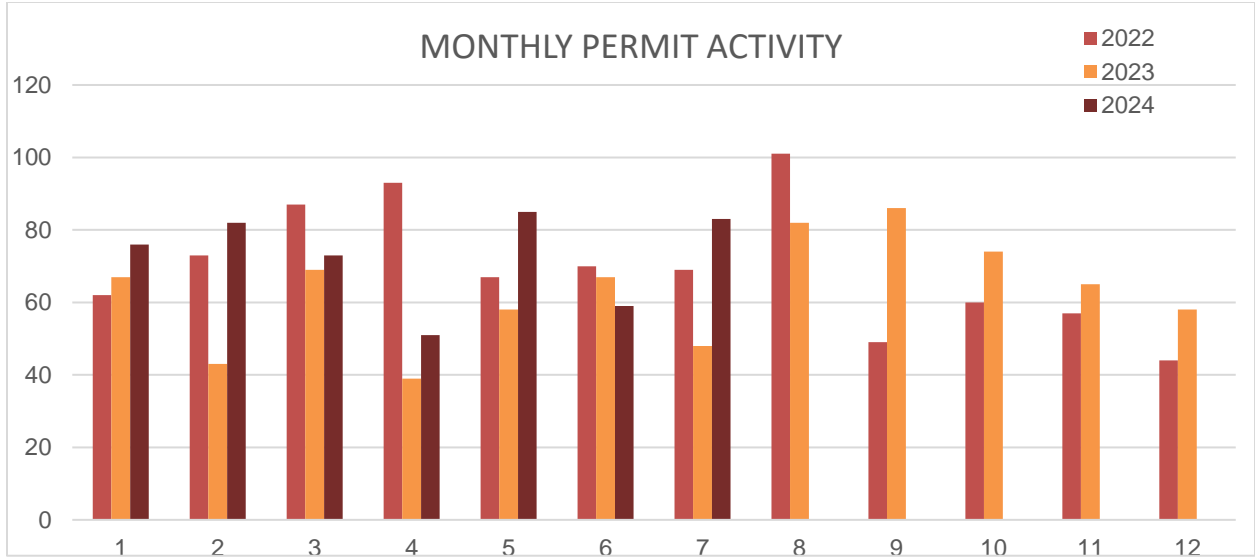


BUILDING

Building permit activity increased 40.68% from June to July. The total number of building permits issued in June was 59 compared to 83 in July. Permit activity for July 2024 increased by 57.83% from July 2023.

Revenues for Building related fees for **July** were **\$148,829.00**.

JULY 2024 PERMIT SUMMARY	
RESIDENTIAL NEW	5
COMMERCIAL NEW	2
RESIDENTIAL ADDITION	6
COMMERCIAL ADDITION	0
RESIDENTIAL REMODEL / IMPROVEMENT	4
COMMERCIAL REMODEL / IMPROVEMENT	3
DEMOLITION	5
SIGNS	2
POOLS	0
RE-ROOFING	17
FENCES	6
MECHANICAL / ELECTRICAL / PLUMBING	26
OTHER PERMITS	7
TOTAL PERMITS ISSUED	83



Active Building Permits 7/1 to 7/31/24

