

# CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, JUNE 20, 2023 – 7:00 PM



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

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

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## AGENDA

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Invocation & Pledge of Allegiance to the Flag - **Pastor Phil Jacobs, Praise in the Park**

Roll Call

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

### PUBLIC HEARINGS

1. Second and Final Reading of Ordinance O-13-2023 and Adoption Hearing to amend the Comprehensive Plan to incorporate Multimodal and Mobility Fee Policies. **Michael Daniels**
2. Second and final reading Ordinance O-18-2023 which amends the residential solid waste monthly rates for City provided services from \$19.00 to \$19.95 monthly and for governmental, industrial commercial and the like noncontainerized services from \$25.75 to \$27.04 effective October 1, 2023. **Mike Null**
3. Second and final reading City Ordinance No. O-19-2023 which increases the base charge and usage charge for the City stormwater utility. **Mike Null**
4. Second and final reading of Ordinance O-17-2023 for parcel # 016450-001-01 for approximately 1.33 acres located on the northwest corner of US Highway 17 and SR 16 requesting a Zoning Amendment  
From: Residential High Density, R-3 To: C-2, General Commercial **Michael Daniels**

### CONSENT AGENDA

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

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- [5.](#) City Council approval of Pay Application #9 from EltonAlan, Inc. for construction of the Palmetto Trail Project in the amount of \$140,318.89 from the amended contract amount of \$1,551,660.92, leaving a balance of \$381,620.19 in the contract. *Mike Null*
  - [6.](#) City Council approval to issue a purchase order in the amount of \$60,495.50 to Tampa Crane & Body to install cameras on 17 large city trucks. *Mike Null*
  - [7.](#) City Council approval to update City Code Section 113-190 Single and Three Phase service credits. *Andy Yeager*
  - [8.](#) City Council approval of the 4/18/2023 and 5/2/2023 Regular Session Minutes. *Erin West*
  - [9.](#) City Council approval of Task Order to Toco Engineering to modify and update the West Street Drainage Project plans in the amount of \$36,000. *Steve Thomas*
  - [10.](#) City Council approval of the Eagle Scout Recognition Proclamation for Evan Crook. *Erin West*
  - [11.](#) City Council approval of the Eagle Scout Recognition Proclamation for Tyler Crook. *Erin West*

### COUNCIL BUSINESS

[12.](#) City Manager & City Attorney Reports / Correspondence

13. 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.**

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ADA NOTICE

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

#### **PUBLIC PARTICIPATION:**

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

#### **EXPARTE COMMUNICATIONS**

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



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council **MEETING DATE:** June 20, 2023  
**FROM:** Michael Daniels, Planning and Zoning Director  
**SUBJECT:** Second and Final Reading of Ordinance O-13-2023 and Adoption Hearing to amend the Comprehensive Plan to incorporate Multimodal and Mobility Fee Policies

### BACKGROUND

At present, the City manages traditional transportation concurrency carried out through traffic impact analyses. Development applicants generating 40 or more net new peak hour trips must complete a traffic study to determine the impact of their development on area roadways and identify improvements necessary to mitigate that impact. Traffic studies, on average, take approximately six months to complete, which can slow the process of development approval and may prove to be a hindrance to medium-sized development. While this system does intend to support multimodality, the mitigation generally supports vehicles more than other modes of transportation and generally, due to the proportional share requirements, the necessary funding to enact needed improvements is not provided.

In order to continue to manage the impacts of development and move toward a more multimodal transportation system, the City has hired Gannett Fleming to conduct a transportation mobility study to define the need for additional transportation investment, specifically multimodal, document the standards of service and rational for additional capacity and ensure that there is a rational nexus between the payees of the mobility fee and the beneficiaries. This would provide more fee predictability for development applicants, as well as shorter application timelines without the need for a traffic study. It would further support the City in using funds collected to improve multimodal transportation capacity by improving walking and biking facilities as well as vehicular traffic, and potentially introducing additional transit services as the City and the region continue to grow.

Gannett Fleming has provided a completed the mobility plan that address the following areas:

- Land Use
- Travel Demand
- Transportation Improvements
- Mobility Fees
- Credits
- Net Mobility Fees
- Mobility Fee Schedule
- Legal Application
- Fee Schedule
- Trip Rates



- Clay County in 2020 and as a result would be able to use much of the same data for the development of a mobility plan for the City of Green Cove Springs.

<b>Meeting</b>	<b>Date</b>
Kickoff Meeting (with City Staff)	October 12, 2022
City Council	October 18, 2022
Planning and Zoning Board	October 25, 2022
Stakeholder Meeting #1	October 27, 2022
Stakeholder Meeting #2	November 14, 2022
City Council	November 15, 2022
Planning and Zoning Board	November 29, 2022
Stakeholder Meeting #3	December 2, 2022
City Council	December 13, 2023

Pursuant to the Professional Services Agreement, the Consultant Team has provided the following information:

- Updated the Regional Travel Demand Model to account for the recently annexed land in the City
- Completed a Deficiency Analysis to identify areas where transportation improvements are required to address capacity deficiencies.
- The consultant team has worked with staff and received input during the public outreach process to identify a project list with costs through 2045.
- Person Miles Travelled (PMT) Fee was calculated by dividing the Project Costs by the growth in PMT as set forth below:

Total Cost of New Capacity	\$16,529
Cost for External Share of Capacity	\$2,293,001
Cost for Local Share of Capacity	\$14,236,279
Local PMT (non-EE)	\$85,621
Cost per PMT	\$166.27

- Credits – the consultant team has developed a mechanism for providing credits which can be offset from impact fees to reduce the possibility for users to pay for the same capacity more than once.

The PMT fee and the Project Identification List, which is enclosed, were approved by City Council at the December 13, 2023 meeting.

The consultant has now completed the Mobility Report. The final step include the adoption of the mobility ordinance in the Concurrency Management Chapter of the Land Development Regulations. The Ordinance cannot go into effect until the final adoption of the Comprehensive Plan Amendemnts relating the mobility plan and fee. The Ordinance includes the following sections step includes the transmittal of the amended Comprehensive Plan policies regarding multimodal development and mobility fees to ensure that the subsequent mobility ordinance in the Land Development Regulations is compatible with the Comprehensive Plan. Policies in the Future Land Use, Transportation and Capital Improvement Elements were amended as set forth in the attached Ordinance. The next steps are to transmit

amendments to the State Department of Economic Opportunity for review and then the Amendments can be taken to Council for final approval pursuant to state comments. In addition, the City will need to adopt a mobility fee ordinance in the Land Development Regulations.

Comments were received from the following state and regional agencies:

- Department of Economic Opportunity
- Department of Transportation
- Department of State
- St Johns Water Management District
- Northeast Florida Regional Council

The State did not find any adverse impacts to state facilities pursuant to their review. However they did recommend that the City the adopted LOS of “D” on all local and state roadways. The City was proposing to eliminate this standard with the adoption of the Mobility fees. However, based on the State’s recommendation, Staff has revised policy 8.3.1 to maintain the LOS D standard for evaluation and review purposes and clarifying that for new development projects they will be governed by the mobility fee requirements.

As a result, staff is recommending approval of the adoption of the proposed revised Comprehensive Plan Amendments to the Future Land Use, Transportation and Capital Improvement Elements.

#### **RECOMMENDED MOTION**

Recommend approval of Ordinance O-13-2023 to adopt the proposed Comprehensive Plan Amendments to the Future Land Use, Transportation and Capital Improvement Elements to the Florida Department of Economic Opportunity.

**ORDINANCE NO. O-13-2023**

**AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, PURSUANT TO THE COMMUNITY PLANNING ACT (CHAPTER 163, PART II, FLORIDA STATUTES), REVISING POLICIES 1.2.11, 1.3.2, 1.3.3, 1.3.7, 1.3.9, 1.3.10, 1.6.2, 1.6.3, 1.6.7, 1.6.8, 1.7.1 OF THE FUTURE LAND USE ELEMENT TO ENSURE MULTIMODAL FACILITIES AND ACCESS; REVISING POLICIES 2.1.2, 2.1.3, 2.1.5, 2.1.6 AND 2.1.10 AND ELIMINATE POLICY 2.1.8 OF THE TRANSPORTATION ELEMENT TO ENSURE AND ENHANCE MULTIMODAL ACCESS; REVISING POLICIES 2.2.2, 2.2.3, 2.2.6, 2.2.7, 2.3.1, 2.3.2, 2.4.1, 2.4.3, 2.4.4, AND 2.4.6 AND ELIMINATE POLICY 2.3.5 OF THE TRANSPORTATION ELEMENT TO ENSURE SAFETY OF MULTIMODAL TRANSPORTATION; REVISING POLICIES 2.5.3, 2.5.4, 2.5.5 AND 2.5.9 OF THE TRANSPORTATION ELEMENT TO ENSURE MOBILITY FEES ARE ASSESSED TO NET ADDITION NEW DEVELOPMENT TRIPS, REVISING POLICY 8.3.1 TO ADD A NOTE TO REVISE THE LOS STANDARDS FOR ROADWAYS AND ADD THE MOBILITY FEE SYSTEM OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF GREEN COVE SPRINGS, FLORIDA; PROVIDING FOR CONFLICTS, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3167, Florida Statutes (“FS”), empowers and requires the Green Cove Springs City Council (“Council”) to (a) plan for the City’s future development and growth and (b) adopt and amend Comprehensive Plans, or elements or portions thereof, to guide their future development and growth; and

**WHEREAS**, pursuant to Section 163.3174, FS, the Council has designated the Planning & Zoning Board (“Board”) as the Local Planning Agency (“LPA”) for the City of Green Cove Springs (“City”); and

**WHEREAS**, the Board and Council directed City Staff to evaluate the Green Cove Springs Comprehensive Plan 2025; and

**WHEREAS**, at a duly noticed public hearing on February 15, 2022, the Council held a public hearing to adopt the amended 2045 Green Cove Springs Comprehensive Plan; and

**WHEREAS**, in exercise of its authority, the Council has determined it necessary and desirable to adopt and revise policies in the 2045 Comprehensive Plan to require and enhance multi-mobility improvements within the City of Green Cove Springs.

**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. TITLE.** The revised version of the Comprehensive Plan for the City of Green Cove Springs, Florida, shall be entitled “Green Cove Springs Comprehensive Plan 2045”.

**SECTION 3. COMPREHENSIVE PLAN AMENDED.** The following Comprehensive Plan Policies are amended:

**Future Land Use Element**

**Policy 1.2.11.** The City shall consider establishing a system of development incentives in the Land Development Code to encourage the provision of affordable housing, vertical mixed-use, green building and sustainable construction, dedication of public spaces (e.g., plaza, square) above and beyond what is already required, structure parking, [pedestrian and bicycle facilities, transit amenities where transit service is provided](#), and other development features/treatments that would benefit the community.

**Policy 1.3.2.** The City shall establish locational criteria in the LDC for future rezoning of sites to higher density and/or intensity districts. The following principles shall be considered:

- a. Compatibility means that different land uses can coexist in relative proximity to each other provided that a use is not impacted directly or indirectly by another use.
- b. Increases in density and intensity must generally occur in a gradual fashion, avoiding abrupt transitions.
- c. High density residential uses should generally be located in areas that have adequate ~~vehicular~~ [multimodal](#) access and proximity to service uses.
- d. Spot zoning should be avoided. Spot zoning refers to changing the zoning designation of a small parcel of land for a designation totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners.

**Policy 1.3.3.** As the City continues to grow, its LDC shall be updated to incorporate urban design principles, such as:

- a. Form-based code regulations for the downtown and surrounding areas;
- b. Smaller building setbacks and lot sizes;
- c. Green infrastructure;
- d. A reduction and relocation of vehicular parking spaces and areas to the rear or side of structures where appropriate, [and](#)
- e. [Multimodal facilities, i.e., pedestrian, bicycle and transit facilities and amenities, which include street trees, street furniture, bicycle racks, and bicycle repair stations, and transit shelters where transit service is provided.](#)

**Policy 1.3.7.** The City shall amend its LDC to provide additional design and compatibility requirements [that address human scale and non-motorized multimodal access](#) for developments located along major roadway corridors.

**Policy 1.3.9.** The City shall seek to develop a signage and wayfinding master plan [for motorists and non-motorized travelers](#) to enhance the navigability, branding, and aesthetic character of the City.

**Policy 1.3.10.** The City shall work with FDOT and the North Florida TPO to improve the image of the US 17 and SR 16 corridors by adding landscaping, banners, and other elements that would help

create a sense of place [and portray the historic character and human-scale of the city for visitors.](#)

**Policy 1.6.2.** The City shall develop a master plan for the Downtown to update the overall vision for the area and address the following topics at a minimum: Economic vitality, multimodal access/connectivity to other parts of the City, balanced land use composition, vehicular and bicycle parking, streetscape design, urban form, public gathering spaces, and the identification of a pilot project.

**Policy 1.6.3.** The City will assess Walnut Street and identify changes to make it safer and more attractive [for all travelers.](#)

**Policy 1.6.7.** The City shall assess the current demand and availability of public and private parking spaces in the downtown area and plan for [vehicular and bicycle adequate for](#) future redevelopment activities.

**Policy 1.6.8.** The City shall develop a neighborhood plan [that addresses land use and multimodal access](#) for the Martin Luther King, Jr. Avenue corridor.

**Policy 1.7.1.** The City shall seek to develop a Small Area Plan (SAP) for all MURP-designated lands to establish a clear development path that implements the following planning and design principles:

- a. Create and reinforce the sense of place and character of the City through the use of traditional neighborhood development form and design criteria.
- b. Accumulate a diverse and expansive housing inventory which offers dwelling units of various sizes, types, occupation statuses, and price points.
- c. Cultivate a multi-modal transportation network which supports pedestrian, bicycle, and vehicular travel to achieve high levels of safety [and security](#), connectivity, and [mobility-comfort](#) between adjacent and nearby uses, character areas, and other FLU designations.
- d. Provide a framework for redevelopment in an environmentally responsible manner that preserves environmental systems and creates functional open space, including public access to the waterfront.

### Transportation Element

**Policy 2.1.2.** The City shall enhance the feasibility of transit and [alternative-multimodal](#) transportation ~~modes~~ by implementing higher densities and mixed-use as shown in the Future Land Use Map.

**Policy 2.1.3.** New and improved streets within the City shall be designed and operated to enable safe access for all users, including pedestrians, bicyclists, freight, motorists and transit, [and other transportation options according to the purpose of each street.](#)

**Policy 2.1.4.** The City shall establish a Complete Streets design guidebook and corridor prioritization plan to implement these policies.

**Policy 2.1.5.** The City shall continue to coordinate with the North Florida Transportation Planning Organization (TPO), FDOT and Clay County to implement ~~a Complete Streets concept along US 17/Orange Avenue between SR 16 and Orion Road~~ [projects supporting multi-modal transportation options in accordance with the Complete Streets guidebook.](#)

**Policy 2.1.6.** The City shall initiate coordination with the TPO, FDOT and Clay County to implement Complete Streets concepts along SR 16/Idlewild Avenue/Ferris Street. Other streets that should be considered for Complete Street designs include Oakridge Ave., Green Cove Ave., ~~Palmetto Ave.,~~ and other local collectors.

- ~~Policy 2.1.8. The City shall ensure land uses along primary corridors support the goal of Complete Streets: adequate level of service standards for bicyclist, pedestrian, freight, motorist, transit, and other forms of multi-modal transportation strategies when designing or approving new roadways or modifying existing roads in the City:~~

  - a. *Enclosure:* Framing the road with street trees, buildings, on-street parking.
  - b. *Engagement:* Connecting the driver with the surrounding environment using tools such as on-street parking, narrower lanes, architectural details, and pedestrian or bicyclist activity.
  - c. *Deflection:* Creating vertical or horizontal shifts incorporating roundabouts, splitter medians, raised intersections, raised and or mid-block crosswalks, or similar designs.

Policy 2.2.1. The City shall strive to reduce the number of traffic crashes and eliminate fatalities and serious injuries (FDOT's Vision Zero).

**Policy 2.2.2.** Intersections shall improve safety and ease of multimodal use ~~be made pedestrian-multi-modal friendly~~ by limiting the pedestrian crossing width; use of adequate lighting; adequate timing for traffic signals; and the provision of facilities for persons with disabilities.

**Policy 2.2.3.** Traffic operation improvements such as traffic signals, turn lanes, service roads, signing, and pavement marking shall be undertaken when warranted to improve the safety and efficiency of the existing roadway network for all transportation modes.

**Policy 2.2.4.** Where applicable, the City shall consider traffic signal enhancements such as Lead Pedestrian Interval (LPI), Rectangular Rapid Flashing Beacons (RRFB), and pedestrian hybrid signals such as a High-Intensity Activated Crosswalk beacon (HAWK) signals.

**Policy 2.2.5.** Crash records shall be investigated on a regular basis to determine whether improvements to the roadway network are warranted to relieve high crash conditions and cooperate with the FDOT on high crash locations on state highways.

**Policy 2.2.6.** The LDC shall require that all new roadways and access driveways intersecting with existing roadways shall provide a clear zone where no objects will impair the sight of ~~motorists~~ multi-modal transportation at said intersections.

**Policy 2.2.7.** The City shall continue to pave, maintain, and resurface its roads to ensure safe conditions for multi-modal options including bicycles. The paving of unpaved streets shall be done according to priority of need. Complete Streets designs shall be considered as part of repaving and resurfacing projects, where feasible.

**Policy 2.3.1.** The City shall rely on level of service (LOS) standards adopted in the Capital Improvements Element to ensure that acceptable multimodal traffic conditions are maintained ~~for various transportation modes~~.

**Policy 2.3.2.** Using information from FDOT and Clay County, the City shall monitor the multimodal travel demand and Q/LOS conditions for the transportation system. The current Florida DOT Q/LOS Handbook shall be used to develop a baseline and monitor conditions over time. The multimodal system of performance will inform future investment priorities within the Mobility Fee program, capacity or deficiency of each road segment. An annual report shall be prepared.

~~Policy 2.3.5. The City will work with Clay County to establish a Transportation Concurrence-Exception Area along US 17 to promote infill development and encourage use of alternative modes of transportation.~~

**Policy 2.4.2.** The LDC shall require the development of multi-use trails, where appropriate.

**Policy 2.4.3.** The City shall review development for consistency with the standards in the LDC to assure that adequate provisions exist for multi-modal transportation options, including pedestrians and bicycles.

**Policy 2.4.4.** The City shall coordinate with Clay County and the FDOT to incorporate pedestrian walkways and bicycle paths, or multi-use trails, in conjunction with road improvements, ~~where such need is demonstrated.~~

**Policy 2.4.5.** The City shall continue to enforce all applicable bicycling laws. The City shall update the Green Cove Springs Trails Master Plan to address both sidewalks and trails, identify sidewalk gaps along major roadways, and establish main routes through the City, especially leading to the waterfront.

**Policy 2.4.6.** The Master Plan shall inventory existing crosswalks at signalized intersections and shall identify recommended locations for ~~golf cart~~ multi-modal transportation crossings and additional pedestrian crossings.

#### Objective 2.5. Development Design

**Policy 2.5.3.** The City shall review development applications to confirm the types and mix of uses and the resulting number of trip ends produced by the land use change, 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 2.5.4.** ~~A Mobility Fee is assessed on the net additional new trips produced by the land use development. The Mobility Fee will be used to fund the necessary multimodal infrastructure improvements to accommodate future land use development based on the land use forecasts available at the time that the Mobility Fee was instituted. No new Development Orders shall be issued if the proposed project will reduce the operating conditions of the road system below the adopted level of service standard, except where new projects listed in the Capital Improvements Element are programmed for construction within 5 years that will ensure that the Level of Service requirements are met.~~

**Policy 2.5.5.** In partnership with FDOT and Clay County requirements, the LDC shall require future developments to provide true ~~vehicular and pedestrian~~ multi-modal transit connectivity (as opposed to just “entrances” to the developments), internally and to surrounding areas, to provide multiple alternative access/exit points to/from the development.

**Policy 2.5.9.** The LDC shall contain provisions for on- site parking for motorized and non-motorized vehicles, internal automobile circulation, circulation of motorized and non-motorized vehicles, bicycle use, golf carts, pedestrian movement, multi-use trails, and other features to minimize utilization of the major roadway network and provide facilities for multiple transportation options.

Policy 8.3.1. The City shall require that public facilities meet or exceed the following Level of Service Standards.

PUBLIC FACILITY		LOS STANDARD	
<b>ROADS</b>			
	<a href="#">Shall Comply with Requirements Set forth in the Mobility Fee Policy 2.5.4 and the Land Development Regulations.</a>		
PRINCIPAL ARTERIALS	"D" peak hour traffic*		
MINOR ARTERIALS	"D" peak hour traffic*		
COLLECTOR	"D" peak hour traffic*		
LOCAL ROAD	"D" peak hour traffic*		
	* The Florida Q/LOS Handbook shall be used to monitor level of service to inform future investment priorities and change investments accordingly and to be used in concert with the annual review set forth in Policy 8.3.2. Individual development projects producing net new trips shall be governed by the Mobility Fee requirements set forth in Policy 2.5.4._		
<b>UTILITIES</b>			
Sanitary Sewer	120 gallons per person per day		
Potable Water	150 gallons per person per day		
Solid Waste	4 pounds per capita per day		
<b>STORMWATER LEVEL OF SERVICE (LOS) STANDARDS/DESIGN CRITERIA</b>			
Facility	Description	Standard	Physical Reference
<b>Roadway Ditches, Culverts, and Crossdrains</b>	Evacuation Routes & Arterials	50 year / 24 hour for open system	HGL 1.0' Below EOP/TOB
		10 year / 10 minute for piped system	HGL 1.0' Below Gutter
	Collector Road	25 year / 24 hour for open system	HGL 0.5' Below EOP/TOB
		3 year / 10 minute for piped system	HGL 0.5' Below Gutter
	Local/Residential Road	10 year / 24 hour for open system	HGL 0.5' Below EOP/TOB
		3 year / 10 minute for piped system	HGL 0.0' Below Gutter
<b>Storm Sewer Systems</b>	Roadway or Development	3 year / 10 minute	Refer to roadway classification above
<b>Retention Basins</b>	Outfall to Open Stream or Lake Watershed	Critical Duration (Up to 24 hour) 100-year storm (post ≤ pre runoff peak rate)	Flood Stage 0.5' Below TOB
	Outfall to a Closed Watershed	Critical Duration (Up to 24 hour) 100-year storm is retained and that only pre-development runoff volume is discharged at rates not to exceed the pre-development rates	Flood Stage 1.0' Below TOB
	Landlocked Areas with No Positive Outfall	Critical Duration (Up to 24 hour) 100-year storm (retain total)	Flood Stage 1.0' Below TOB



PUBLIC FACILITY		LOS STANDARD	
		volume of runoff from contributing area with no discharge)	
<b>Detention Basins</b>	Outfall to Open Stream or Lake Watershed	Critical Duration (Up to 24 hour) 25-year storm (post ≤ pre runoff peak rate)	Flood Stage 0.5' Below TOB
<b>Water Quality</b>	Treatment of Stormwater in Accordance with Chapter 62-330 F.A.C.	For Class III -Off-line retention of the first 1/2 inch of runoff or 1.25 inches of runoff from the impervious area, whichever is greater. plus on-line retention of an additional one half inch of runoff from the drainage area over that volume specified for off-line treatment. For Class I, II or OFW provide an additional 50% treatment from what is determined above.	N/A
<p><b>HGL = Hydraulic Grade line, EOP = Edge of Pavement, TOB = Top of Bank</b>  <b>Critical Duration:</b> The duration of a specific storm event (i.e., 100-year, 1 hour storm) which creates the largest volume or highest rate of net stormwater runoff (post-development runoff less pre-development runoff) for typical durations up through and including the 24-hour duration event. The critical duration is determined by comparing various durations of the specified storm and calculating the peak rate and volume of runoff for each. The duration resulting in the highest peak rate or largest total volume is the "critical-duration" storm. Rainfall amounts shall be determined by the FDOT District 5 IDF curves.</p>			
<b>RECREATION / OPEN SPACE</b>			
Generally	<p><b>Neighborhood / Pocket Parks</b> 5 acres per 1,000 population*</p> <p><b>Community Parks</b> 2 acres per 1,000 population*</p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>- Community Parks also function and count as neighborhood parks, so long as they are within a residential area.*</li> <li>- All residents not located within subdivisions with privatized recreation facilities should be within a quarter mile of a Neighborhood Park or Pocket Park and 1.5 miles of a Community Park.</li> <li>- Residential Developers shall pay a park dedication fee, if implemented by City Council. Providing public park space in their development shall reduce that fee.</li> </ul> <p>*Park Level of Service requirements shall remain at 5 acres per 1,000 population until the completion of the Master Parks Plan and implementation of a capital improvement plan which both define how the new Level of Service Requirements can be met.</p>		
Private / Gated Neighborhoods	Such neighborhoods shall provide within their community recreational facilities and open space meeting the LOS standard. This space, as it is not open to the public, will not count toward the City's LOS. Developers of		

PUBLIC FACILITY	LOS STANDARD
	such neighborhoods shall also pay a park dedication fee, if implemented, which may be reduced through construction of a public park.
<b>PUBLIC SCHOOL FACILITIES**</b>	
Elementary Schools	110% of capacity
Middle Schools	110% of capacity
High Schools	110% of capacity

**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 to be 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.** The effective date of this ordinance, if the ordinance is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it 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, IN REGULAR SESSION THIS 4th DAY OF APRIL, 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
 Daniel M. Johnson, Mayor

**ATTEST:**

\_\_\_\_\_  
 Erin West, City Clerk

Ordinance No. O-13-2023  
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**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 6<sup>th</sup> DAY OF JUNE, 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Constance W. Butler, Mayor

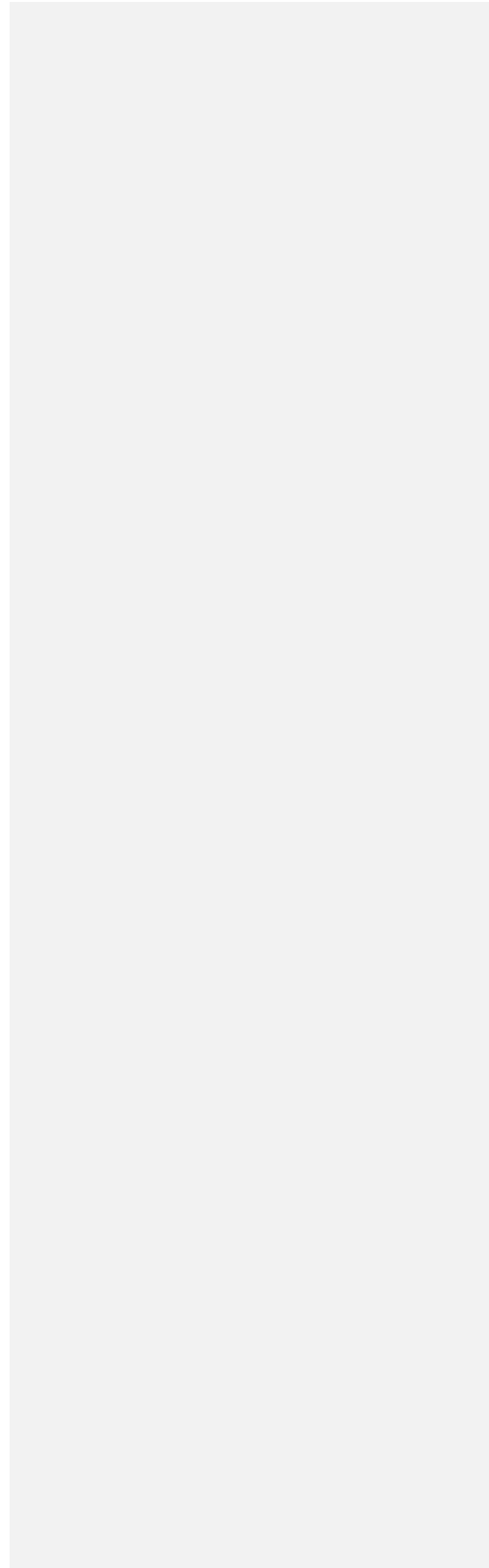
**ATTEST:**

\_\_\_\_\_  
Erin West, City Clerk

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
L. J. Arnold, III, City Attorney

Ordinance No. O-13-2023  
Page 10 of 10



# Proposed Comprehensive Plan Text Changes

## Future Land Use Element

### OBJECTIVE 1.2. Sustainability

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 1.2.11. The City shall consider establishing a system of development incentives in the Land Development Code to encourage the provision of affordable housing, vertical mixed-use, green building and sustainable construction, dedication of public spaces (e.g., plaza, square) above and beyond what is already required, structure parking, pedestrian and bicycle facilities, transit amenities where transit service is provided, and other development features/treatments that would benefit the community.

### OBJECTIVE 1.3. Character & Compatibility

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

Policy 1.3.2. The City shall establish locational criteria in the LDC for future rezoning of sites to higher density and/or intensity districts. The following principles shall be considered: ...

- c. High density residential uses should generally be located in areas that have adequate multimodal access and proximity to service uses.

Policy 1.3.3. As the City continues to grow, its LDC shall be updated to incorporate urban design principles, such as:

- a. Form-based code regulations for the downtown and surrounding areas;
- b. Smaller building setbacks and lot sizes;
- c. Green infrastructure;
- d. A reduction and relocation of vehicular parking spaces and areas to the rear or side of structures where appropriate, and
- e. Multimodal facilities, i.e., pedestrian, bicycle and transit facilities and amenities, which include street trees, street furniture, bicycle racks, and bicycle repair stations, and transit shelters where transit service is provided.

Policy 1.3.7. The City shall amend its LDC to provide additional design and compatibility requirements that address human scale and non-motorized multimodal access for developments located along major roadway corridors.

Policy 1.3.9. The City shall seek to develop a signage and wayfinding master plan for motorists and non-motorized travelers to enhance the navigability, branding, and aesthetic character of the City.

Policy 1.3.10. The City shall work with FDOT and the North Florida TPO to improve the image of

the US 17 and SR 16 corridors by adding landscaping, banners, and other elements that would help create a sense of place and portray the historic character and human-scale of the city for visitors.

**OBJECTIVE 1.6. Redevelopment and Renewal: The City shall continue to redevelop and invest in blighted areas of the City.**

Policy 1.6.2. The City shall develop a master plan for the Downtown to update the overall vision for the area and address the following topics at a minimum: Economic vitality, multimodal access/connectivity to other parts of the City, balanced land use composition, vehicular and bicycle parking, streetscape design, urban form, public gathering spaces, and the identification of a pilot project.

- ◆ This policy broadly mentions access/connectivity and parking as topics for the downtown master plan. These topics are too often viewed from the perspective of motorized travelers. Revisions to “multimodal access/connectivity” and “vehicular and bicycle parking” would strengthen this policy.

Policy 1.6.3. The City will assess Walnut Street and identify changes to make it safer and more attractive for all travelers.

- ◆ This policy should specify a “for whom” audience. Safety and attractiveness may be concerns for motorists, for non-motorists, or for all travelers.

Policy 1.6.7. The City shall assess the current demand and availability of public and private parking spaces in the downtown area and plan for vehicular and bicycle adequate for future redevelopment activities.

- ◆ Like Policy 1.6.2., this policy could be strengthened by incorporating a reference to vehicular and bicycle parking, such as “assess the current demand and availability of public and private parking spaces in the downtown area and plan for vehicular and bicycle parking adequate for future development conditions.

Policy 1.6.8. The City shall develop a neighborhood plan that addresses land use and multimodal access for the Martin Luther King, Jr. Avenue corridor.

- ◆ This policy falls short in defining what the neighborhood plan should address, as Policy 1.6.2 above defines for the downtown. If pedestrian, bicycle, and/or transit concerns exist, these should be identified.

**OBJECTIVE 1.7. MURP-Designated Lands: Understanding the scale, economic importance and redevelopment potential of the Reynolds Park property, the City shall establish a framework for the redevelopment of MURP lands into a livable and sustainable community.**

Policy 1.7.1. The City shall seek to develop a Small Area Plan (SAP) for all MURP-designated lands to establish a clear development path that implements the following planning and design principles:

- c. Cultivate a multi-modal transportation network which supports pedestrian, bicycle, and vehicular travel to achieve high levels of safety and security, connectivity, and comfort between adjacent and nearby uses, character areas, and other FLU designations.

## Transportation Element

### GCS Mobility Plan – Comprehensive Plan, Transportation Element Update

#### Objective 2.1. Multi-Modal System

Policy 2.1.2. The City shall enhance the feasibility of transit and multimodal transportation by implementing higher densities and mixed-use as shown in the Future Land Use Map.

Policy 2.1.3. New and improved streets within the City shall be designed and operated to enable safe access for all users, including pedestrians, bicyclists, freight, motorists and transit, and other transportation options.

Policy 2.1.5. The City shall continue to coordinate with the North Florida Transportation Planning Organization (TPO), FDOT and Clay County to implement projects supporting multi-modal transportation options in accordance with the Complete Streets guidebook.

Policy 2.1.6. The City shall initiate coordination with the TPO, FDOT and Clay County to implement Complete Streets concepts along SR 16/Idlewild Avenue/Ferris Street. Other streets that should be considered for Complete Street designs include Oakridge Ave., Green Cove Ave, Palmetto Ave., and other local collectors.

Policy 2.1.10. The City shall consider the following speed and multi-modal safety management strategies when designing or approving new roadways or modifying existing roads in the City:

- a. *Enclosure*: Framing the road with street trees, buildings, on-street parking.
- b. *Engagement*: Connecting the driver with the surrounding environment using tools such as on-street parking, narrower lanes, architectural details, and pedestrian or bicyclist activity.
- c. *Deflection*: Creating vertical or horizontal shifts incorporating round-abouts, splitter medians, raised intersections, raised and or mid-block crosswalks, or similar designs.

#### Objective 2.2. Safe and Convenient

Policy 2.2.2. Intersections shall improve safety and ease of multimodal use by limiting the pedestrian crossing width; use of adequate lighting; adequate timing for traffic signals; and the provision of facilities for persons with disabilities.

Policy 2.2.3. Traffic operation improvements such as traffic signals, turn lanes, service roads, signing, and pavement marking shall be undertaken when warranted to improve the safety and efficiency of the existing roadway network for all transportation modes.

Policy 2.2.6. The LDC shall require that all new roadways and access driveways intersecting with

existing roadways shall provide a clear zone where no objects will impair the sight of multi-modal transportation at said intersections.

Policy 2.2.7. The City shall continue to pave, maintain, and resurface its roads to ensure safe conditions for multi-modal options including bicycles. The paving of unpaved streets

shall be done according to priority of need. Complete Streets designs shall be considered as part of repaving and resurfacing projects, where feasible.

#### Objective 2.3. System Performance

Policy 2.3.1. The City shall rely on level of service (LOS) standards adopted in the Capital Improvements Element to ensure that acceptable multimodal traffic conditions are maintained.

Policy 2.3.2. Using information from FDOT and Clay County, the City shall monitor the multimodal travel demand and Q/LOS conditions for the transportation system. The current Florida DOT Q/LOS Handbook shall be used to develop a baseline and monitor conditions over time. The multimodal system of performance will inform future investment priorities within the Mobility Fee program..

#### Objective 2.4. Pedestrian and Bicycle System Safety

Policy 2.4.1. The City's LDC shall contain standards for the construction of multi-modal transportation facilities.

Policy 2.4.3. The City shall review development for consistency with the standards in the LDC to assure that adequate provisions exist for multi-modal transportation options, including pedestrians and bicycles.

Policy 2.4.4. The City shall coordinate with Clay County and the FDOT to incorporate pedestrian walkways and bicycle paths, or multi-use trails, in conjunction with road improvements,.  
Policy 2.4.6. The Master Plan shall inventory existing crosswalks at signalized intersections and shall identify recommended locations for multi-modal transportation crossings and additional pedestrian crossings.

#### Objective 2.5. Development Design

Policy 2.5.3. The City shall review development applications to confirm the types and mix of uses and the resulting number of trip ends produced by the land use change. 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 2.5.4. A Mobility Fee is assessed on the net additional new trips produced by the land use development. The Mobility Fee will be used to fund the necessary multimodal infrastructure improvements to accommodate future land use development based on the land use forecasts available at the time that the Mobility Fee was instituted.

- Policy 2.5.9. The LDC shall contain provisions for on- site parking for motorized and non-motorized vehicles, internal automobile circulation, circulation of motorized and non-motorized vehicles, bicycle use, golf carts, pedestrian movement, multi-use trails, and other features to minimize utilization of the major roadway network and provide facilities for multiple transportation options.

#### Capital Improvement

##### Objective 8.3. Level of Service (LOS) Standards

- Policy 8.3.1. The City shall require that public facilities meet or exceed the following Level of Service Standards.



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PUBLIC FACILITY	LOS STANDARD
ROADS	Shall comply with requirements set forth in the Mobility fee policy 2.5.4 and the Land Development Regulations

PUBLIC FACILITY	LOS STANDARD
<b>ROADS</b>	
PRINCIPAL ARTERIALS	"D" peak hour traffic *
MINOR ARTERIALS	"D" peak hour traffic *
COLLECTOR	"D" peak hour traffic *
LOCAL ROAD	"D" peak hour traffic *

\* The Florida Q/LOS Handbook shall be used to monitor level of service to inform future investment priorities and change investments accordingly and to be used in concert with the annual review set forth in Policy 8.3.2. Individual development projects producing net new trips shall be governed by the Mobility Fee requirements set forth in Policy 2.5.4.

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- a. Form-based code regulations for the downtown and surrounding areas;
- b. Smaller building setbacks and lot sizes;
- c. Green infrastructure; ~~and~~
- d. A reduction and relocation of vehicular parking spaces and areas to the rear or side of structures where appropriate, ~~and-~~
- e. [Multimodal facilities, i.e., pedestrian, bicycle and transit facilities and amenities, which include street trees, street furniture, bicycle racks, and bicycle repair stations, and transit shelters where transit service is provided.](#)

Policy 1.3.7. The City shall amend its LDC to provide additional design and compatibility requirements [that address human scale and non-motorized multimodal access](#) for developments located along major roadway corridors.

Policy 1.3.9. The City shall seek to develop a signage and wayfinding master plan [for motorists and non-motorized travelers](#) to enhance the navigability, branding, and aesthetic character of the City.

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Policy 1.6.7. The City shall assess the current demand and availability of public and private parking spaces in the downtown area and plan for [vehicular and bicycle adequate for](#) future redevelopment activities.

- ◆ Like Policy 1.6.2., this policy could be strengthened by incorporating a reference to vehicular and bicycle parking, such as "assess the current demand and availability of public and private parking spaces in the downtown area and plan for vehicular and bicycle parking adequate for future development conditions."

Policy 1.6.8. The City shall develop a neighborhood plan [that addresses land use and multimodal access](#) for the Martin Luther King, Jr. Avenue corridor.

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Policy 2.1.3. New and improved streets within the City shall be designed and operated to enable safe access for all users, including pedestrians, bicyclists, freight, motorists and transit, ~~and other transportation options according to the purpose of each street.~~

Policy 2.1.5. The City shall continue to coordinate with the North Florida Transportation Planning Organization (TPO), FDOT and Clay County to implement ~~a Complete Streets concept along US 17/Orange Avenue between SR 16 and Orion Road~~ projects supporting ~~multi-modal transportation options in accordance with the Complete Streets guidebook.~~

Policy 2.1.6. The City shall initiate coordination with the TPO, FDOT and Clay County to implement Complete Streets concepts along SR 16/Idlewild Avenue/Ferris Street. Other streets that should be considered for Complete Street designs include Oakridge Ave., Green Cove Ave., ~~Palmetto Ave.,~~ and other local collectors.

~~Policy 2.1.8. The City shall ensure land uses along primary corridors support the goal of Complete Streets, adequate level of service standards for bicyclists, pedestrians, freight, motorists, transit, and other forms of multi-modal transportation.~~

Policy 2.1.10. The City shall consider the following speed ~~and multi-modal safety~~ management strategies when designing or approving new roadways or modifying existing roads in the City:

- a. *Enclosure:* Framing the road with street trees, buildings, on-street parking.
- b. *Engagement:* Connecting the driver with the surrounding environment using tools such as on-street parking, narrower lanes, architectural details, ~~and pedestrian~~ ~~or bicyclist~~ activity.
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#### Objective 2.2. Safe and Convenient

Policy 2.2.2. Intersections shall ~~improve safety and ease of multimodal use be made pedestrian multi-modal friendly~~ by limiting the pedestrian crossing width; use of adequate lighting; adequate timing for traffic signals; and the provision of facilities for persons with disabilities.

Policy 2.2.3. Traffic operation improvements such as traffic signals, turn lanes, service roads, signing, and pavement marking shall be undertaken when warranted to improve the safety and efficiency of the existing roadway network ~~for all transportation modes.~~

Policy 2.2.6. The LDC shall require that all new roadways and access driveways intersecting with existing roadways shall provide a clear zone where no objects will impair the sight of ~~motorists~~ multi-modal transportation at said intersections.

Policy 2.2.7. The City shall continue to pave, maintain, and resurface its roads to ensure safe conditions for multi-modal options including bicycles. The paving of unpaved streets shall be done according to priority of need. Complete Streets designs shall be considered as part of repaving and resurfacing projects, where feasible.

#### Objective 2.3. System Performance

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Policy 2.3.2. Using information from FDOT and Clay County, the City shall monitor the multimodal travel demand and Q/LOS conditions for the transportation system. The current Florida DOT Q/LOS Handbook shall be used to develop a baseline and monitor conditions over time. The multimodal system of performance will inform future investment priorities within the Mobility Fee program, capacity or deficiency of each road segment. An annual report shall be prepared.

~~Policy 2.3.5. The City will work with Clay County to establish a Transportation Concurrency Exception Area along US 17 to promote infill development and encourage~~

#### Objective 2.4. Pedestrian and Bicycle System Safety

Policy 2.4.1. The City's LDC shall contain standards for the construction of pedestrian and bicycle ~~multi-modal transportation~~ facilities.

Policy 2.4.3. The City shall review development for consistency with the standards in the LDC to assure that adequate provisions exist for multi-modal transportation options, including pedestrians and bicycles.

Policy 2.4.4. The City shall coordinate with Clay County and the FDOT to incorporate pedestrian walkways and bicycle paths, or multi-use trails, in conjunction with road improvements, ~~where such need is demonstrated.~~

Policy 2.4.6. The Master Plan shall inventory existing crosswalks at signalized intersections and shall identify recommended locations for golf cart ~~multi-modal transportation~~ crossings and additional pedestrian crossings.

#### Objective 2.5. Development Design

Policy 2.5.3. The City shall review development applications to confirm the types and mix of uses and the resulting number of trip ends produced by the land use change. The 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 2.5.4. A Mobility Fee is assessed on the net additional new trips produced by the land use development. The Mobility Fee will be used to fund the necessary multimodal infrastructure improvements to accommodate future land use development based on the land use forecasts available at the time that the Mobility Fee was instituted. ~~No new~~

~~Development Orders shall be issued if the proposed project will reduce the operating conditions of the road system below the adopted level of service standard, except where new projects listed in the Capital Improvements Element are programmed for construction within 5 years that will ensure that the Level of Service requirements are met.~~

- Policy 2.5.9. The LDC shall contain provisions for on- site parking for motorized and non-motorized vehicles, internal automobile circulation, circulation of motorized and non-motorized vehicles, bicycle use, golf carts, pedestrian movement, multi-use trails, and other features to minimize utilization of the major roadway network and provide facilities for multiple transportation options.

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PUBLIC FACILITY	LOS STANDARD
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May 19, 2023

The Honorable Matt Johnson  
Mayor, City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, Florida 32043

Dear Mayor Johnson:

The Department of Economic Opportunity (“Department”) has reviewed the City of Green Cove Springs proposed comprehensive plan amendment (Amendment No. 23-01ESR), received on April 20, 2023, pursuant to the expedited state review process in Section 163.3184(2)(3), Florida Statutes (F.S.). We have identified no comment related to adverse impacts to important state resources and facilities within the Department’s authorized scope of review.

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

(Technical Assistance Comment: Homestead Exemption): The Department recommends that the City revise the amendment to retain the adopted level of service standard of “D” for roads or to establish a new measurable standard to guide the planning of roadway facilities.

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

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

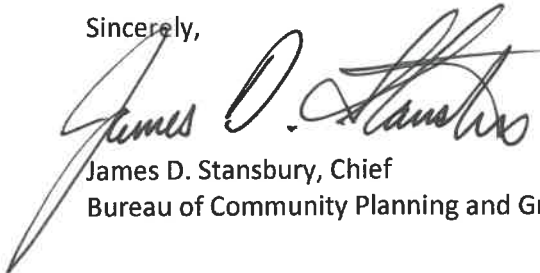
Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
(850) 245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.Twitter.com/FLDEO](https://www.Twitter.com/FLDEO) | [www.Facebook.com/FLDEO](https://www.Facebook.com/FLDEO)

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

notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

If you have any questions concerning this review, please contact Scott Rogers, Regional Planning Administrator, by telephone at (850) 717-8510 or by email at [scott.rogers@deo.myflorida.com](mailto:scott.rogers@deo.myflorida.com).

Sincerely,



James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/sr

Enclosure(s): Procedures for Adoption

cc: Michael Daniels, Planning and Zoning Director, City of Green Cove Springs  
Margo Moehring, Director of Policy and Planning, Northeast Florida Regional Council



**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS**

**FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

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

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

\_\_\_\_\_ State Land Planning Agency identification number for adopted amendment package;

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

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

\_\_\_\_\_ Ordinance number and adoption date;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Michael P. Daniels

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**From:** Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>  
**Sent:** Monday, May 1, 2023 10:27 AM  
**To:** Michael P. Daniels  
**Cc:** DCPexternalagencycomments@deo.myflorida.com  
**Subject:** City of Green Cove Springs proposed comprehensive plan amendment 23-01ESR

**CAUTION: This email originated from outside of the organization. . Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Dear Mr. Daniels,

St. Johns River Water Management District (District) staff have reviewed City of Green Cove Springs proposed comprehensive plan amendment 23-01ESR in accordance with the provisions of Chapter 163, Florida Statutes (F.S.). Based on review of the submitted materials, District staff have no comments on the proposed amendment.

If you have any questions or need additional information, please contact me.

Please note that all proposed and adopted comprehensive plan amendments can be submitted to the District by email at [sfitzgibbons@sjrwmd.com](mailto:sfitzgibbons@sjrwmd.com).

Sincerely,  
 Steve Fitzgibbons

Steven Fitzgibbons, AICP  
 Intergovernmental Planner  
 St. Johns River Water Management District  
 7775 Baymeadows Way, Suite 102  
 Jacksonville, FL 32256  
 Office (386) 312-2369  
 Email: [sfitzgib@sjrwmd.com](mailto:sfitzgib@sjrwmd.com)

Website: <https://link.edgepilot.com/s/db7e20c1/l-h5TG9c2EK9jVreTem29A?u=http://www.sjrwmd.com/>

Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



[www.sjrwmd.com/ePermit](http://www.sjrwmd.com/ePermit)

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

### Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- ? Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at

<https://link.edgepilot.com/s/b565be8c/h39IJla7m02EYMgC53avOQ?u=http://www.sjrwmd.com/lobbyist/>

Item #1.

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## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

2198 Edison Avenue MS 2806  
Jacksonville, FL 32204-2730

JARED W. PERDUE, P.E.  
SECRETARY

May 12, 2023

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

**SUBJECT: City of Green Cove Springs Proposed Comprehensive Plan Amendment (23-1ESR)**

Dear Mr. Daniels,

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed proposed amendment, City of Green Cove Springs 23-1ESR.

The City of Green Cove Springs has transmitted text amendments to the Future Land Use, Transportation, and Capital Improvement Elements of the Comprehensive Plan. The amendments will allow the City to enact a transportation mobility fee to help create a more multimodal transportation system. The proposed mobility fee is based on the cost of the capacity improvements needed to address network deficiencies less capacity projects caused by external to external trips divided by the local person miles traveled within the City.

There are two state roads that run through the City: US-17 and SR-16. There are two segments of SR-16 that are currently operating below the target Level of Service (LOS) standard from US-17 to Slow Tide Road and from Red Cove Road to East City Limit (where there is also a proposed SIS facility adjacent to this segment). US-17 from SR-16 to N. City Limits is projected to operate below the target Level of Service (LOS) standard by 2030. Intersection enhancements, new trail connections, and transit improvements are included in the Mobility Fee Project list that can help alleviate the deficiencies on SR-16. FDOT acknowledges that the City will replace the LOS Standards with a new Mobility Fee system which will guide future investment priorities. FDOT recommends that the City of Green Cove Springs coordinate with FDOT when the Mobility Fee projects that could impact these or any other state facilities are ready for implementation.

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

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

Sincerely,

A handwritten signature in blue ink that reads "Brian Austin".

Brian Austin  
Transportation Planner  
FDOT District Two

**Michael P. Daniels**

---

**From:** Plan\_Review <Plan.Review@dep.state.fl.us>  
**Sent:** Thursday, May 18, 2023 4:51 PM  
**To:** Michael P. Daniels; DCPexternalagencycomments  
**Cc:** Plan\_Review  
**Subject:** Green Cove Springs 23-01ESR Proposed

**CAUTION: This email originated from outside of the organization. . Do not click links or open attachments unless you recognize the sender and know the content is safe.**

To: Michael Daniels, AICP, Planning and Zoning Director

Re: Green Cove Springs 23-01ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

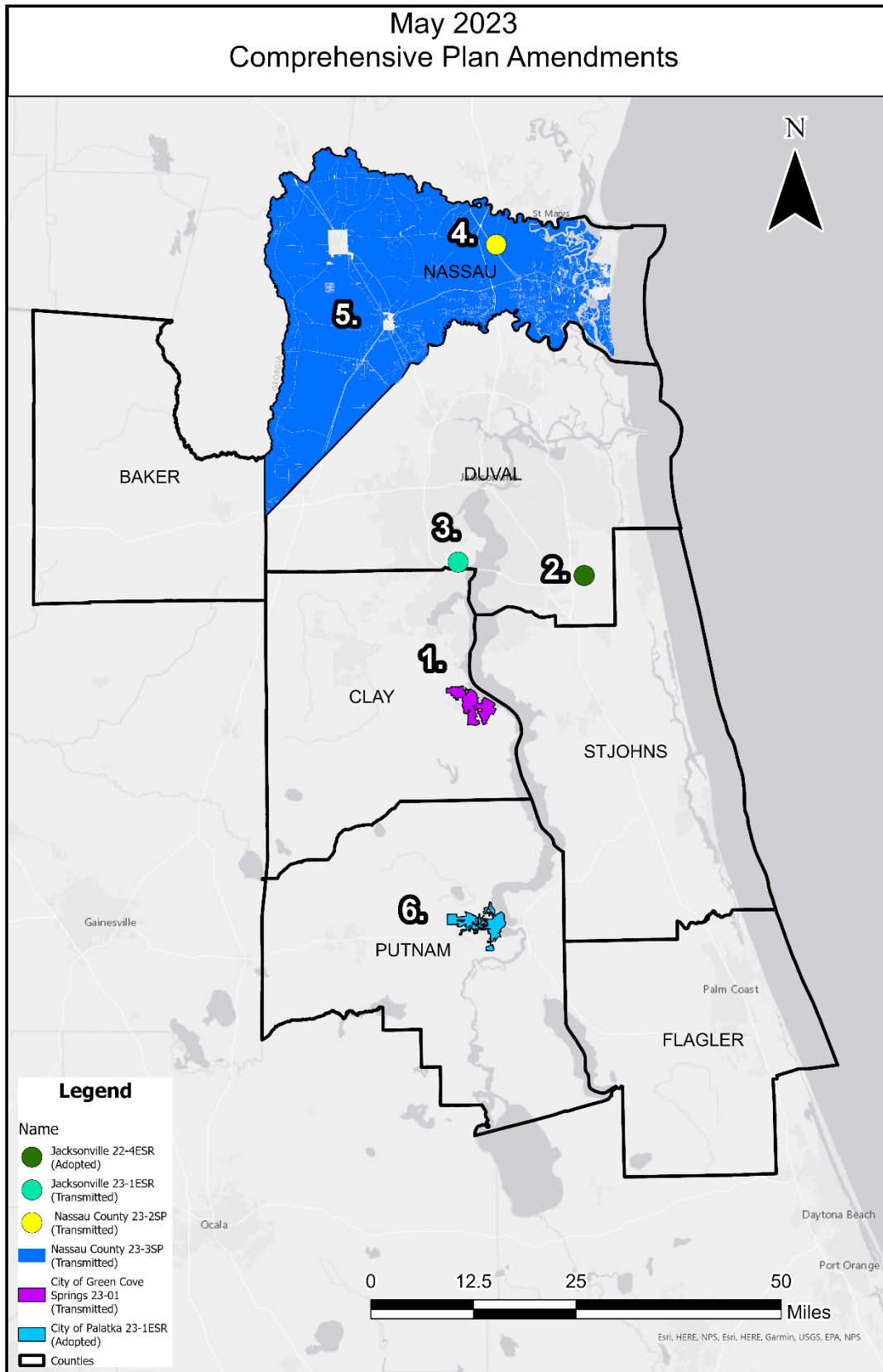
Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to [Plan.Review@FloridaDEP.gov](mailto:Plan.Review@FloridaDEP.gov). If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



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# REGIONAL MAP OF AMENDMENT LOCATION SITES





Local Govt. and Plan Amendment	Number on Regional Map	Proposed	Adopted	County Location	Due Date to be Mailed to Local and State Govt.	Local Govt. Item Number
City of Green Cove Springs 23-01ESR	1	X		Clay	5-5-2023	Green Cove Springs Comprehensive Plan Update

- **Type:** Text
- **Issue:** This amendment to the City of Green Cove Springs Comprehensive Plan includes updates to the Future Land Use Element, Transportation Element, and Capital Improvements Element. The purpose of the proposed update is to continue to manage the impacts of development by enacting a transportation mobility fee and moving to a more multimodal transportation system.
- **Background:** Currently, the City manages transportation concurrency through traffic impact analyses. Development applicants generating more than 40 or more new peak-hour trips must complete a traffic study to determine the impact of their development on area roadways and identify improvements necessary to mitigate the impact. However, traffic studies, on average, take approximately six months to complete, which can slow the process of development approval and may prove to be a hindrance to medium-sized development. To continue to manage the impacts of development and move toward a more multi-modal transportation system, the City hired Gannet Fleming to conduct a transportation mobility study to define the need for additional transportation investment, specifically multimodal; document the standards of service and ration for additional capacity; and ensure that there is a rational nexus between the payees of the mobility fee and the beneficiaries. This would provide more fee predictability for development applicants and shorter application timelines without needing a traffic study. This amendment potentially could support the City in using funds collected to improve multimodal transportation capacity by improving walking and biking facilities as well as vehicular traffic. This amendment to the Comprehensive Plan addresses the policies regarding multimodal development and mobility fees to ensure that the subsequent mobility ordinance in the Land Development Regulations is compatible with the Comprehensive Plan Policies in the Future Land Use, Transportation, and Capital Improvements Elements.
- **Impacts:** No impacts to Resources of Regional Significance or extra-jurisdictional impacts that would be inconsistent with the Comprehensive Plan of an affected local government were identified.
- **Recommended Intergovernmental Coordination:** No intergovernmental coordination is recommended for this amendment.

Local Govt. and Plan Amendment	Number on Regional Map	Proposed	Adopted	County Location	Due Date to be Mailed to Local and State Govt.	Local Govt. Item Number
City of Jacksonville 22-04ESR	2		X	Duval	5-5-2023	Ordinance 2023-67-E

- **Type:** Future Land Use
- **Issue:** This amendment to the City of Jacksonville’s (COJ) Comprehensive Plan changed 6,174 acres of undeveloped land from Low-Density Residential (LDR) to Mixed Use (MU). The LDR land use is subject to site-specific Future Land Use Element (FLUE) Policies 4.4.11 and 4.4.12, while the MU is subject to site-specific FLUE Policy 4.3.22. Please refer to Maps 1-2 in the Appendix.
- **Background:** The property is located in the Southeast Planning District between J. Turner Butler Boulevard, Interstate 295, and near the St. Johns County line. Most of the site is located within the Rural Development Area with portions along the western boundary being located in the Suburban Redevelopment Area.

In 2020, approximately 5,300 acres of the property were amended from various agriculture land use categories to LDR. The FLUE Policies 4.4.11 and 4.4.12 required that the developer submit a conceptual master plan for review and approval by the COJ Planning Commission. The master plan was a long-range development plan that included elements like densities and intensities of residential and non-residential development which were similar to those in the MU land use category; the two land-use map amendments formed the basis for creating the current MU land use standards.

Based on this amendment from LDR to MU, FLUE Policy 4.3.22 was revised to increase single-family residential dwelling units from 5,889 to 6,103. Moreover, other revisions to the FLUE Policy included decreasing townhome residential dwelling units from 2,913 to 2,420; multi-family residential dwelling units from 2,938 to 2,052; and the gross square footage of commercial/office uses from 1,225,000 to 915,000.

- **Impacts:** The subject site is accessible from Phillips Highway (a major arterial) and is a Transportation Resource of Regional Significance. A Daily Trip Generation Comparison between the previous and current Comprehensive Plan land uses and the potential transportation impacts on the roadway network were conducted by the City’s Transportation Planning Division. The previous land use resulted in 291,114 daily trips, and the current land use (amended to MU with a site-specific policy) is expected to result in 114,880 daily trips. The difference in daily trips for the current land use (amended to MU with a site-specific policy) will result in no net increase in daily trips compared to the previous land use.

Further, given the site is adjacent to the Pablo Creek Conservation Area, a Natural Resource of Regional Significance, the COJ’s Parks, Recreation, and Community Services Department provided the following comments:

- Part of the management of the Preserve may include timber harvesting, prescribed burns for resource enhancement, and a reduction in wildfire impacts. Prescribed burning will create smoke, which may temporarily impact neighborhoods and surrounding areas. However, such efforts for the management of these lands for wildlife, resource protection, and recreation uses are necessary.

- The area is currently natural, so the planned development may have wetland, stormwater, and groundwater impacts in the Pablo Creek Watershed. The Department recommended that an environmental assessment be conducted to inventory listed or imperiled plant and animal species. If listed species are found, the Department recommended following a habitat conservation plan for protection or mitigation alternatives. The applicant submitted three Listed Wildlife and Habitat Assessment Reports on file with the City's Planning and Development Department.
- The Department also requested that at least a 50-foot natural, vegetated buffer be maintained along the development property's boundary with the Preserve. The Conceptual Master Plan was submitted for review in the adoption phase on November 2, 2022, and depicts an interconnected network of greenways and conservation lands that define the edges of residential neighborhoods and provide wildlife habitat corridors.

Based on the complete City's staff report for the amendment (some of which are highlighted here), there were no identified adverse effects to Significant Regional Resources and Facilities for the NEFRC Strategic Regional Policy Plan. Further, NEFRC staff also do not find any impacts inconsistent with the comprehensive plans of other municipalities in the county or counties in the region.

- **Recommended Intergovernmental Coordination:** The NEFRC recommended that the COJ coordinate with the St. Johns County Planning Department given the proximity of the site to St. Johns County. The COJ provided information for the amendment on several occasions.

Mailed notice of the proposed amendment and public hearing dates were provided to the St. Johns County Growth Management Department for review concurrent with the submittal of the amendment package to FDEO and the State Review Agencies. Moreover, the COJ emailed the St. Johns County Growth Management Department on August 2, 2022, in response to the NEFRC comments; and the department did not express any concerns.

Local Govt. and Plan Amendment	Number on Regional Map	Proposed	Adopted	County Location	Due Date to be Mailed to Local and State Govt.	Local Govt. Item Number
City of Jacksonville 23-1ESR	3	X		Duval	5-5-2023	Ordinance 2023-116-E

- **Type:** Future Land Use Amendment
- **Issue:** This amendment to the City of Jacksonville’s Comprehensive Plan changes the Future Land Use of 127.95 acres located between Roosevelt Blvd. and Ortega Bluff Parkway from Light-Industrial (LI), Medium-Density Residential (MDR), and Residential-Professional-Institutional (RPI) to just Medium-Density Residential (MDR) and Residential-Professional-Institutional (RPI) to allow for commercial and multi-family uses. Please refer to Maps 3-4 in the Appendix.
- **Background:** The 127.95-acre subject site is located west of the railroad tracks along Roosevelt Boulevard, a major arterial road, with frontage along the north side of Collins Road, a collector road. The site is mostly undeveloped with two single-family residential units located along the Collins Road portion of the subject site. A companion rezoning application is not required for the transmittal round of legislation and will be processed during the adoption round of this amendment.
- **Impacts:** The subject site is 127.95-acres and is accessible from Roosevelt Blvd (U.S. 17) and Collins Road, a major arterial and collector facility, and U.S. 17 are considered a Transportation Resource of Regional Significance. A daily trip comparison between the current and proposed comprehensive plan land uses and the potential transportation impacts on the roadway network was conducted by the Transportation Planning Division. The current land use would result in 12,092 or 11,441 daily trips, depending on the scenario. If the land use is amended, this will result in 28,556 or 14,493 daily trips, depending on the scenario. The difference in daily trips for the proposed land use amendment will result in 16,464 or 3,082 net new daily trips when compared to the existing land use. The U.S. 17 is subject to the Florida Department of Transportation (FDOT) review and access management requirements. The Transportation Planning Division recommends ongoing coordinating efforts with the City of Jacksonville Traffic Engineer to determine if a traffic operational analysis is needed. The subject site is located within the 150-foot and 300-foot Height and Hazard Zones for the Jacksonville Naval Air Station, a Transportation Resource of Regional Significance. City zoning will limit development to a maximum height of less than 150 feet and 300 feet, respectively, unless approved by the Jacksonville Aviation Authority or the Federal Aviation Administration. No impacts to Resources of Regional Significance or extra-jurisdictional impacts that would be inconsistent with the Comprehensive Plan of an affected local government were identified.
- **Recommended Intergovernmental Coordination:** The subject site is within proximity to the Town of Orange Park and Clay County. The NEFRC recommends that the City of Jacksonville coordinate with the Town of Orange Park’s Economic and Community Development Department and the Clay County Planning and Zoning Department in the adoption phase.

Local Govt. and Plan Amendment	Number on Regional Map	Proposed	Adopted	County Location	Due Date to be Mailed to Local and State Govt.	Local Govt. Item Number
Nassau County 23-2SP	4	X		Nassau	5-5-2023	CPA 22-012

- **Type:** Future Land Use
- **Issue:** This proposed amendment to the Comprehensive Plan Future Land Use Map (FLUM) is comprised of 45 parcels totaling almost 15,000 acres and occupies a strategically located area between US 17 and Chester Road, in the rapidly growing Yulee area. The property is currently designated on the FLUM as Multi-Use, which includes several customized future land use subcategories. The applicant is requesting a map change to the FLUM that adjusts the boundaries of the currently adopted land use subcategories and revises the East Nassau Community Planning Area (ENCPA) mobility network. Please refer to Maps 5-7 and Table 1 in the Appendix.
- **Background:** This amendment is primarily concerned with the revision of the FLUM, specifically changes to the location and distribution of the land use subcategories. Accompanying revisions to the roadway network (Future Transportation Map Series/FTMS) are included with the companion amendment CPA22-013. Map changes include revisions to the road system and adjustments to subcategory areas as shown in the Table included in the appendices. The proposed land use sub-category mix has increased the average 2.5 dwelling units/acres suburban Residential Tier 2 subcategory by almost 25%, shifting most of those units from the rural Tier 3 subcategory. The remaining land use subcategories have been modified to better define boundaries in relation to the realigned road network. The County supports the final land use mix as a workable compromise that provides for market-driven suburban development while retaining the denser development in and around the Village Centers and in the resort. The Village Center, Resort, and Tier 1 still maintain an important 27% share of non-Conservation Habitat Network (CHN) acreage. The only other proposed change is a gain of over 200 acres into the CHN, which Staff also supports. This amendment has the following companion development application in CPA 22-013, which is an amendment to the Transportation Element and Future Transportation Map Series.
- **Impacts:** No impacts to Resources of Regional Significance or extra-jurisdictional impacts that would be inconsistent with the Comprehensive Plan of an affected local government were identified.
- **Recommended Intergovernmental Coordination:** No intergovernmental coordination is recommended for this amendment.

Local Govt. and Plan Amendment	Number on Regional Map	Proposed	Adopted	County Location	Due Date to be Mailed to Local and State Govt.	Local Govt. Item Number
Nassau County 23-3SP	5	X		Nassau	5-5-2023	CPA 22-013

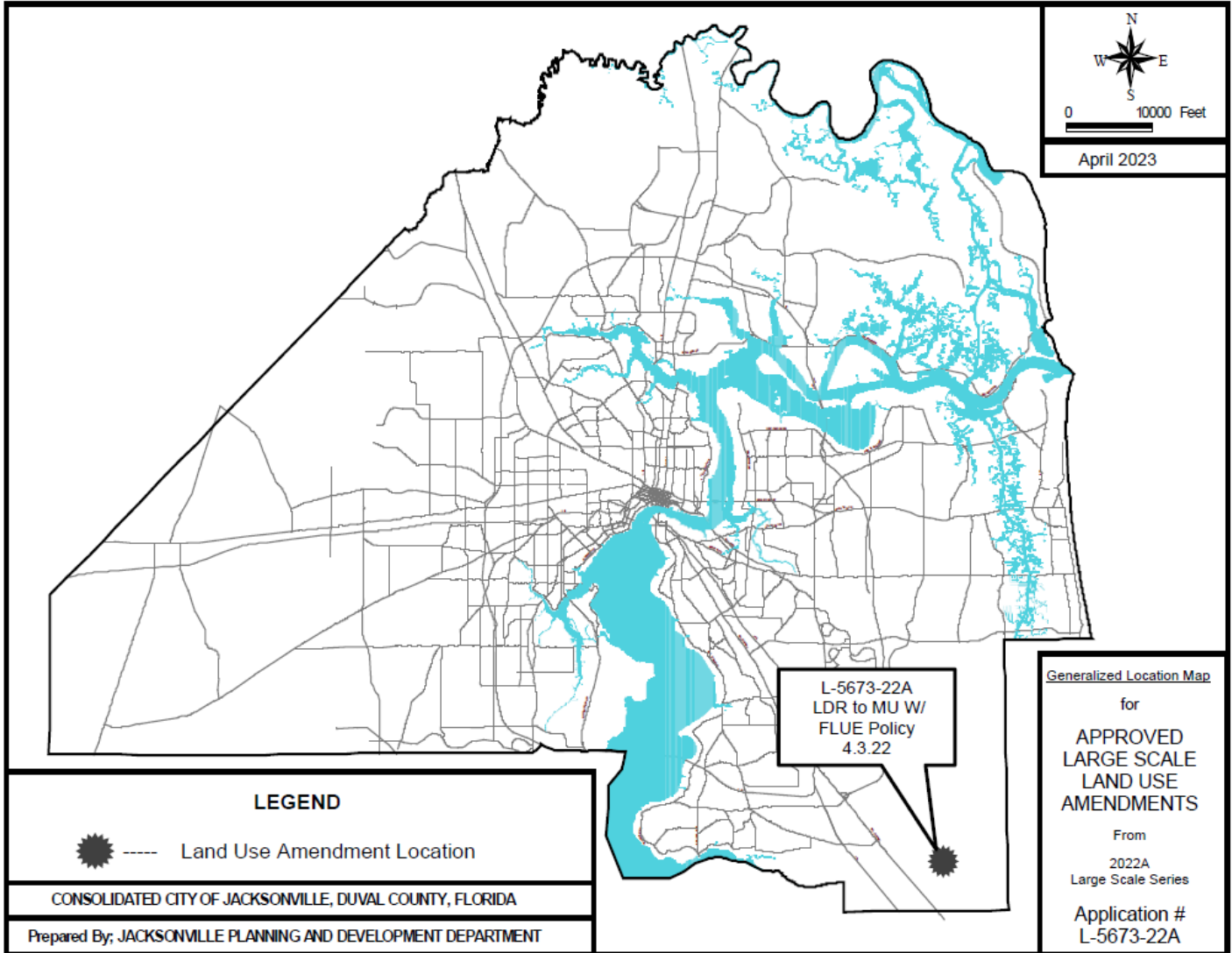
- **Type:** Text Amendment
- **Issue:** This proposed amendment is an update to the Transportation Element to reflect project updates and changes made to the ENCPA Wildlight Mobility Network by Comprehensive Plan Amendment CPA 22-012. The approximate boundary includes the area north of Pages Dairy Road East, East of US 17, south of the St. Mary's River, and west of Chester Road. Please refer to Maps 8-11 in the Appendix.
- **Backgrounds:** As required by Florida Statute Chapter 163.3177(6)(b)1, Nassau County's Comprehensive Plan Transportation Element addresses traffic circulation, including the types, locations, and extent of existing and proposed major thoroughfares and transportation routes, including bicycle and pedestrian ways. The element also includes maps showing the general location of the existing and proposed transportation system features and is coordinated with the plans and programs of any applicable metropolitan transportation planning organization (TPO), transportation authority, and the Department of Transportation adopted work program. The current Transportation Element and Transportation Element Future Transportation Map Series (FTMS) was amended in 2020 to be consistent with the North Florida TPO's 2045 Long-Range Transportation Plan (LRTP) and serve as a basis for the update to the County's adopted Mobility Plan and the ENCPA Sector Plan Mobility Network. The proposed amendment would update the Transportation Element to:
  1. Amend FTMS-5, Nassau County Needs Network 2045; FTMS-6, Nassau County Cost Feasible Network 2045; FTMS-7, Nassau County Bicycle Facilities; and FTMS-8, Nassau County Trail Facilities to reflect project updates and changes made to the ENCPA Wildlight mobility network by Comprehensive Plan Amendment CPA22-012. The approximate amendment boundary includes the area north of Pages Dairy Road, East of US 17, south of the St. Mary's River, and west of Chester Road.
  2. Provide clarification and correct typographical errors.
  3. Recognize the purpose of the adopted fee-in-lieu program for sidewalks and trail construction.
  4. Amend policies to add Nassau Transit to the list of local and regional agencies that include a transit component.
- **Impacts:** No impacts to Resources of Regional Significance or extra-jurisdictional impacts that would be inconsistent with the Comprehensive Plan of an affected local government were identified.

**Recommended Intergovernmental Coordination:** No intergovernmental coordination is recommended for this amendment.

Local Govt. and Plan Amendment	Number on Regional Map	Proposed	Adopted	County Location	Due Date to be Mailed to Local and State Govt.	Local Govt. Item Number
City of Palatka 23-1ESR	6		X	Putnam	5-5-2023	Ordinance 2023-06
<ul style="list-style-type: none"> <li>• <b>Type:</b> Text Amendment</li> <li>• <b>Issue:</b> The City of Palatka, under Section 163.3187(1) adopted an amendment to the Capital Improvements Element of the City’s Comprehensive Plan.</li> <li>• <b>Background:</b> This amendment updated the City’s Capital Improvements Element to reflect changes to the City’s 2022 Five-Year Capital Improvements Plan (CIP). The new CIP includes capital improvements the City intends to fund, in whole or part, with development impact fees and other funds and for other purposes.</li> <li>• <b>Impacts:</b> No impacts to Resources of Regional Significance or extra-jurisdictional impacts that would be inconsistent with the Comprehensive Plan of an affected local government were identified.</li> <li>• <b>Recommended Intergovernmental Coordination:</b> No intergovernmental coordination is recommended for this amendment.</li> </ul>						

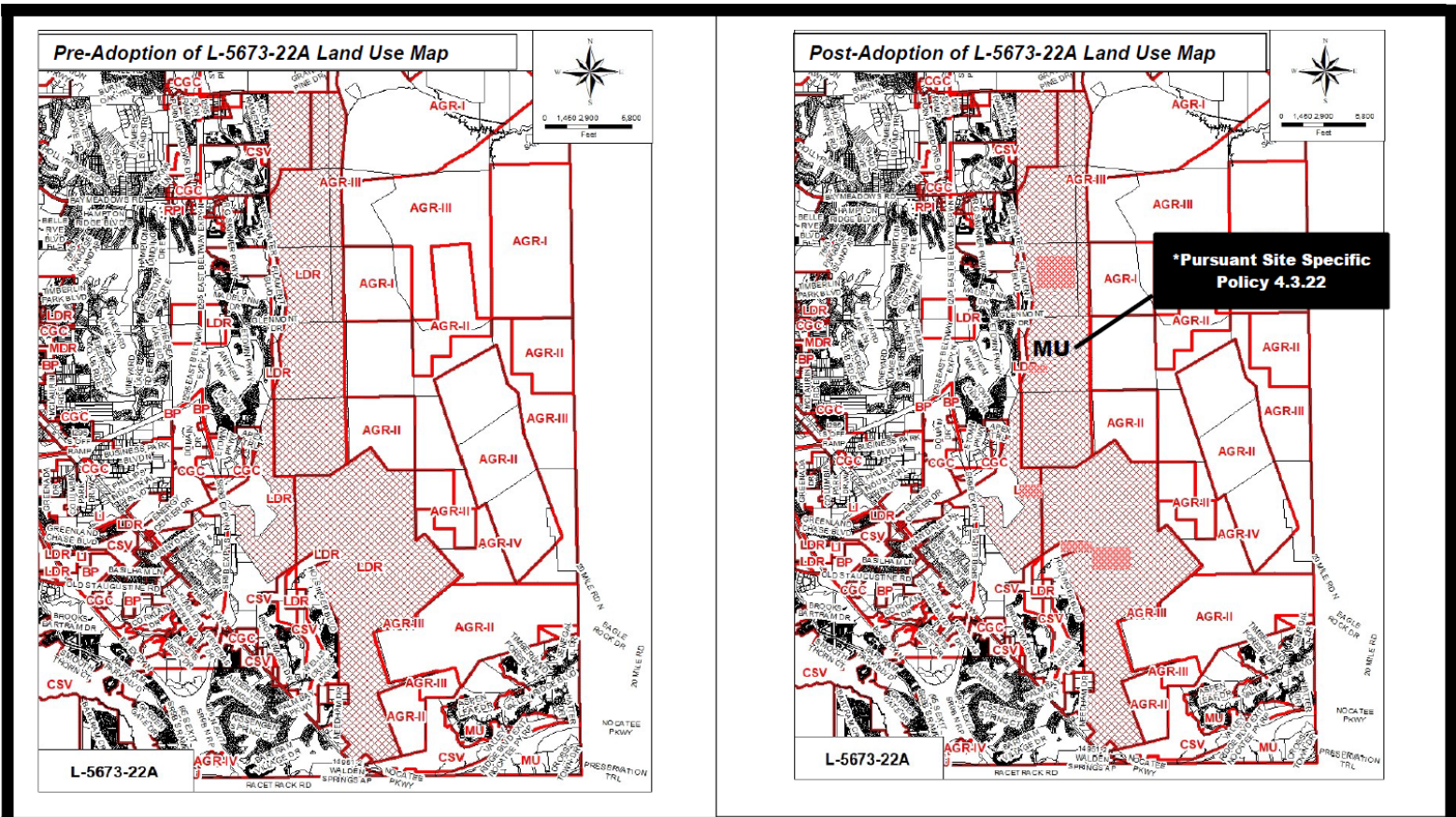
# Appendix

## Map 1: City of Jacksonville 22-4ESR (Location Map)





# Map 2: City of Jacksonville 22-4ESR (Existing and Proposed Future Land Use Map)



## Request for Large Scale Land Use Amendment to Future Land Use Map Series

**From:** Low Density Residential (LDR) Subject to Site Specific Policies 4.4.11 and 4.4.12  
**To:** Multi-Use (MU) With Site Specific Policy 4.3.22



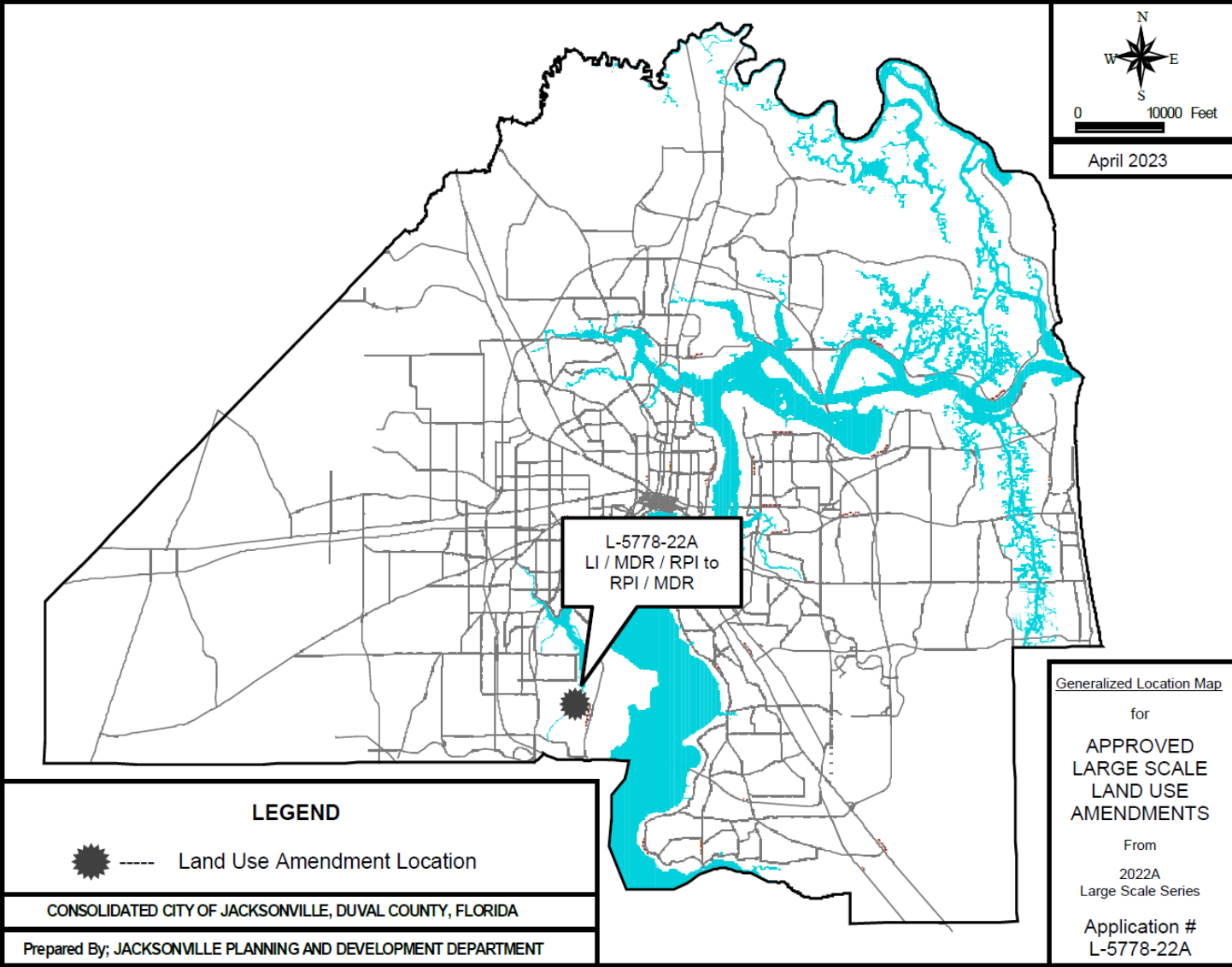
**Planning District: 3**

**Identification Number: L-5673-22A**

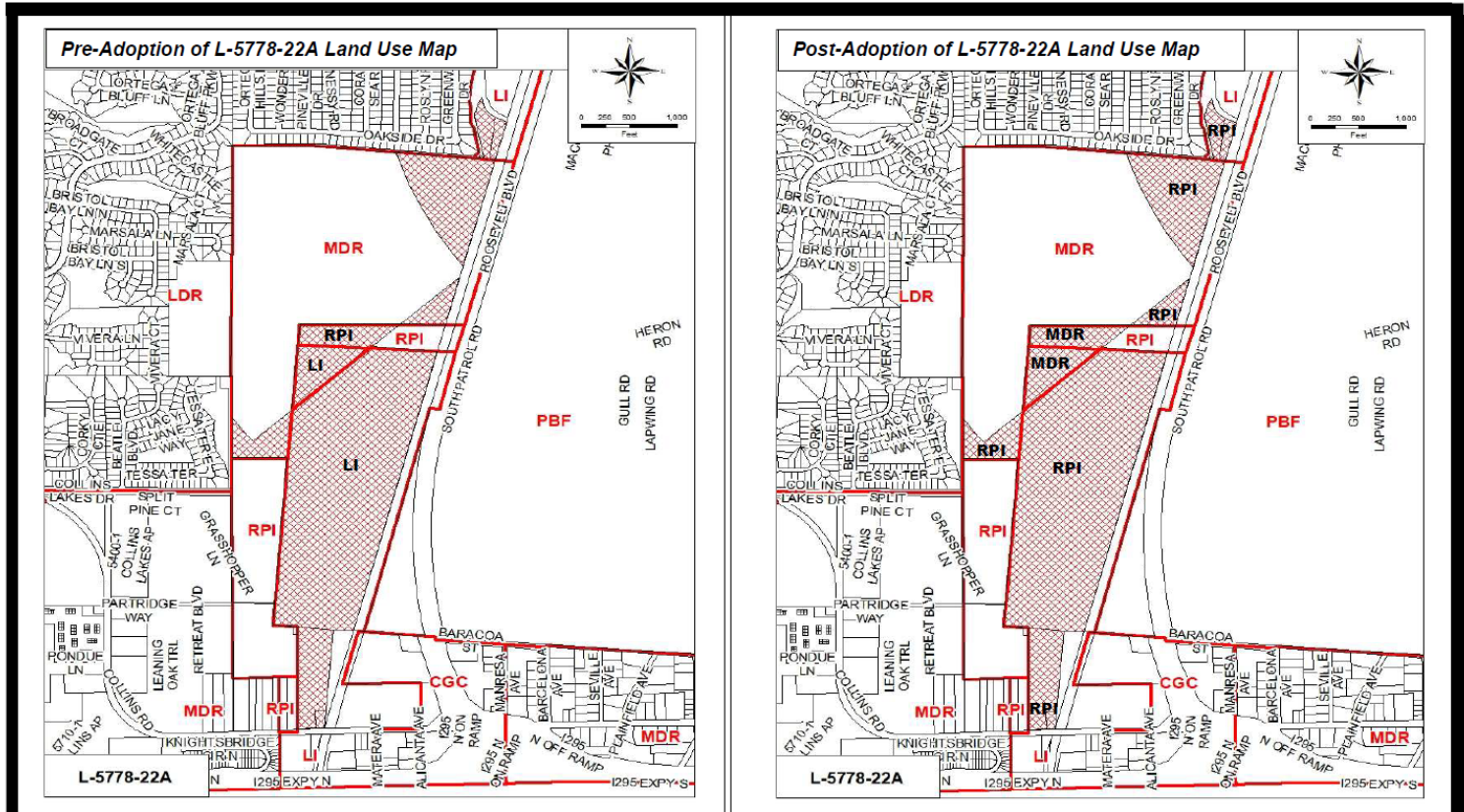
**Council District: 11**

**Exhibit 2 (Page 1 of 1)**

Map 3: The City of Jacksonville 23-1ESR (Location Map)



## Map 4: The City of Jacksonville 23-1ESR(Existing and Proposed Future Land Use)



### Request for Large Scale Land Use Amendment to Future Land Use Map Series

**From:** Light Industrial (LI), Medium Density Residential (MDR), and Residential-Professional-Institutional (RPI)  
**To:** Medium Density Residential (MDR) and Residential-Professional-Institutional (RPI)



**Planning District: 4**

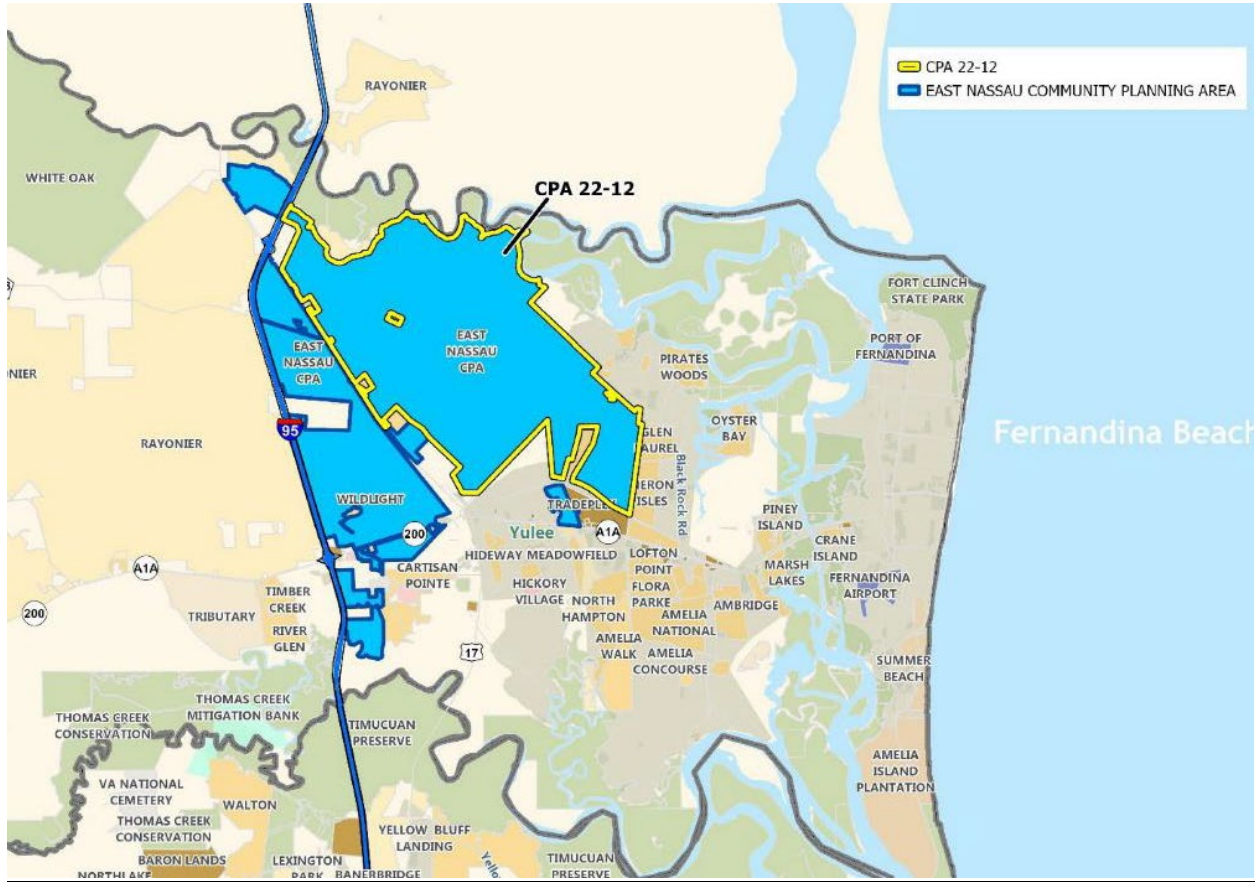
**Identification Number: L-5778-22A**

**Council District: 14**

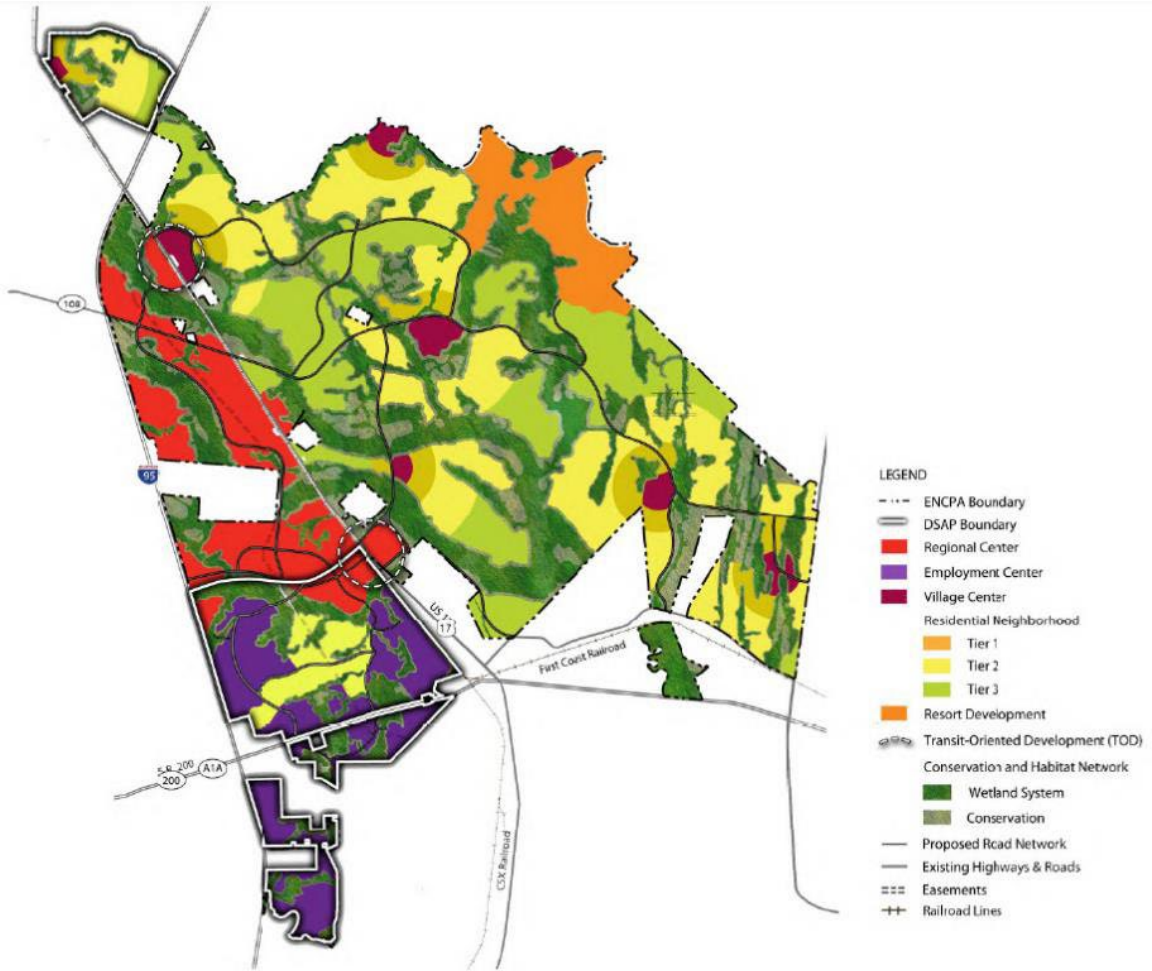
**Exhibit 2 (Page 1 of 1)**



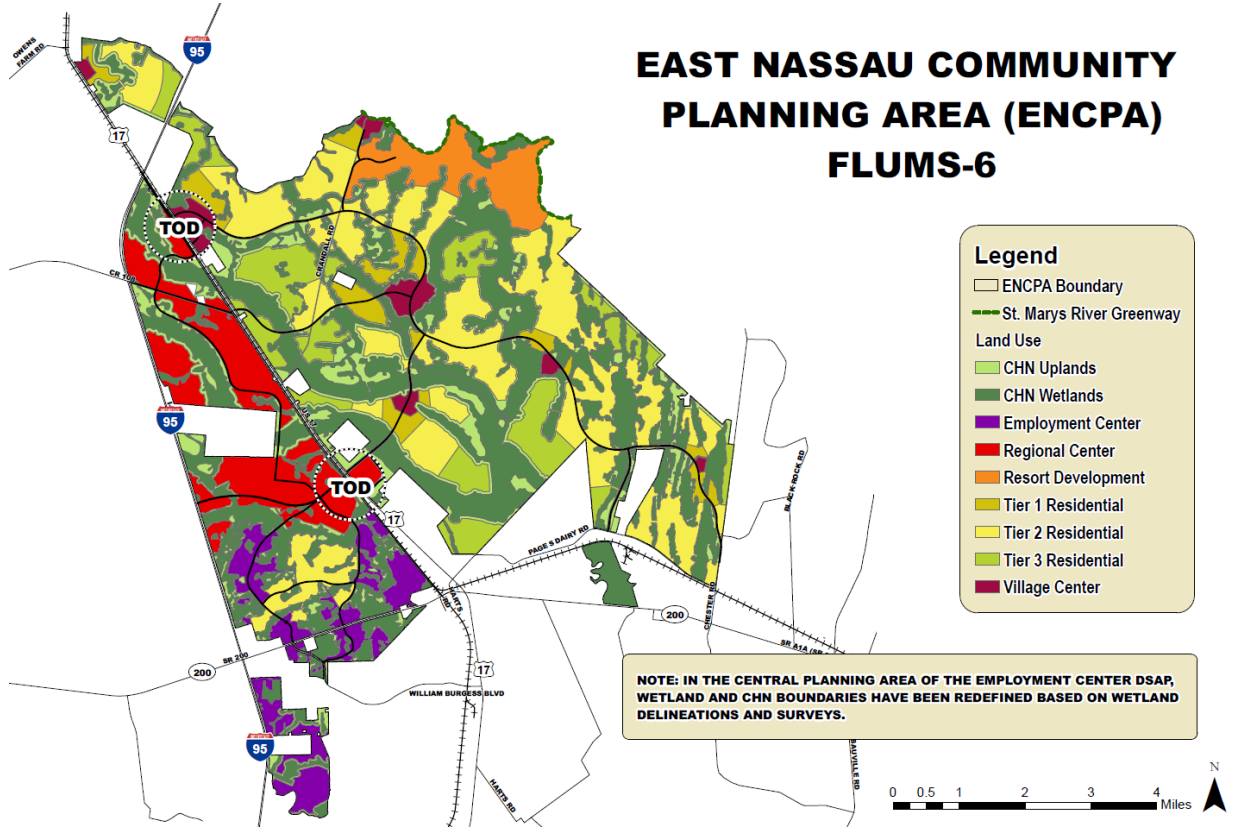
### Map 5: Nassau County 23-2SP (Location Map)



Map 6: Nassau County 23-6SP (Existing Future Land Use Map)



Map 7: Nassau County 23-2SP (Proposed Future Land Use Map)

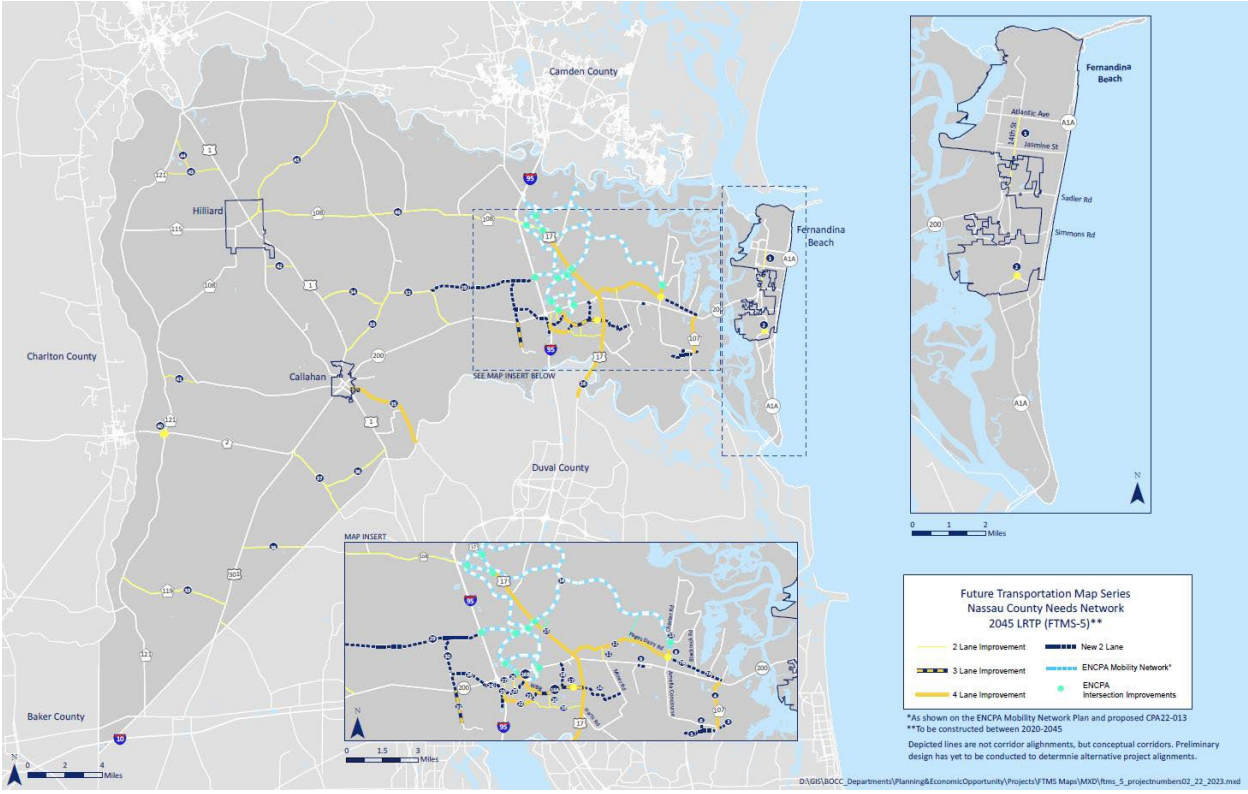


**Table 1: Nassau County 23-2SP (CPA 2022-12 Adopted and Proposed  
Land Use Subcategories)**

*Table 1: CPA22-012 adopted and proposed land use subcategories*

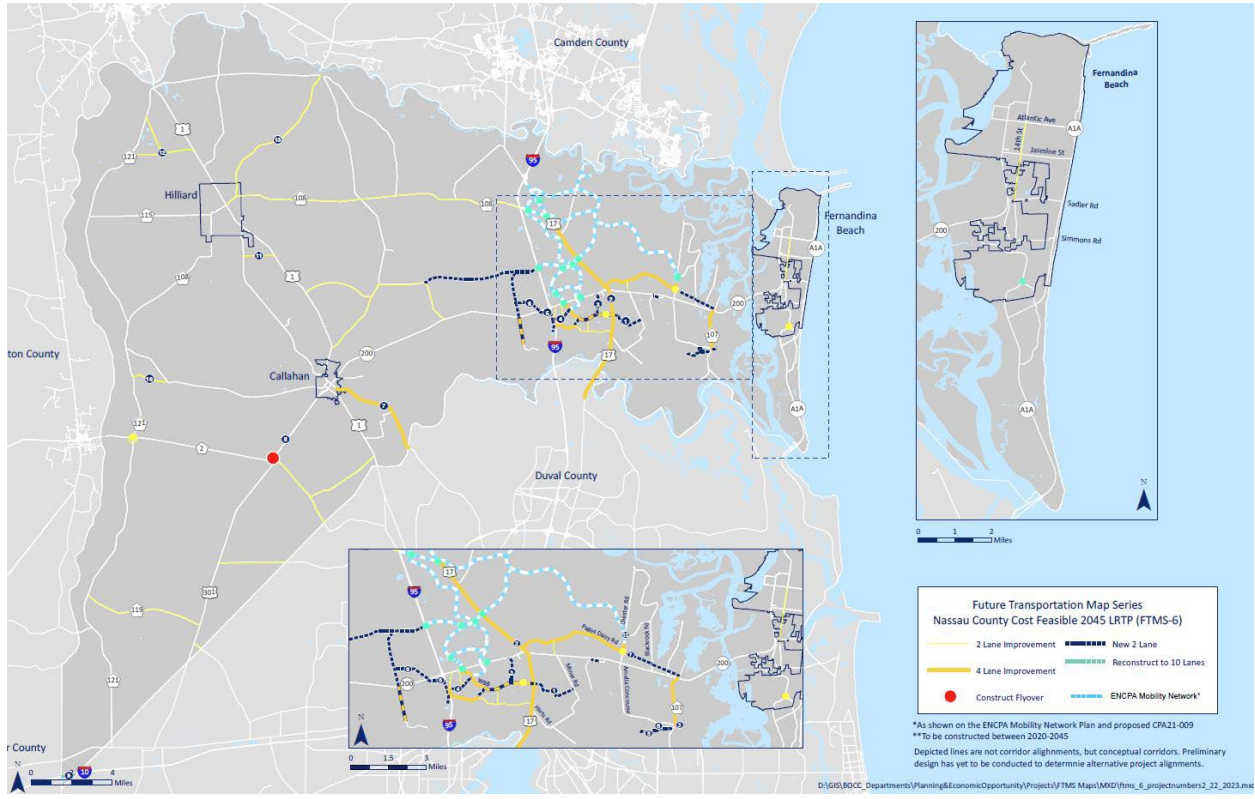
Type	Adopted Acreage	Proposed Acreage	Change in Acreage	% Change from Adopted to Proposed
Village Center	467	429	(38)	(8.14%)
Resort Development	1,001	943	(58)	(5.8%)
Regional Center	37	0	(37)	(100%)
Residential Tier 1	750	744	(6)	(0.8%)
Residential Tier 2	3,110	3,855	745	23.95%
Residential Tier 3	2,713	1,859	(854)	(31.45%)
CHN	6,801	7,049	248	3.65%
<b>TOTAL</b>	<b>14,879</b>	<b>14,879</b>	<b>0</b>	

# Map 8: Nassau County 23-3SP (Nassau County Needs Network LRTP)

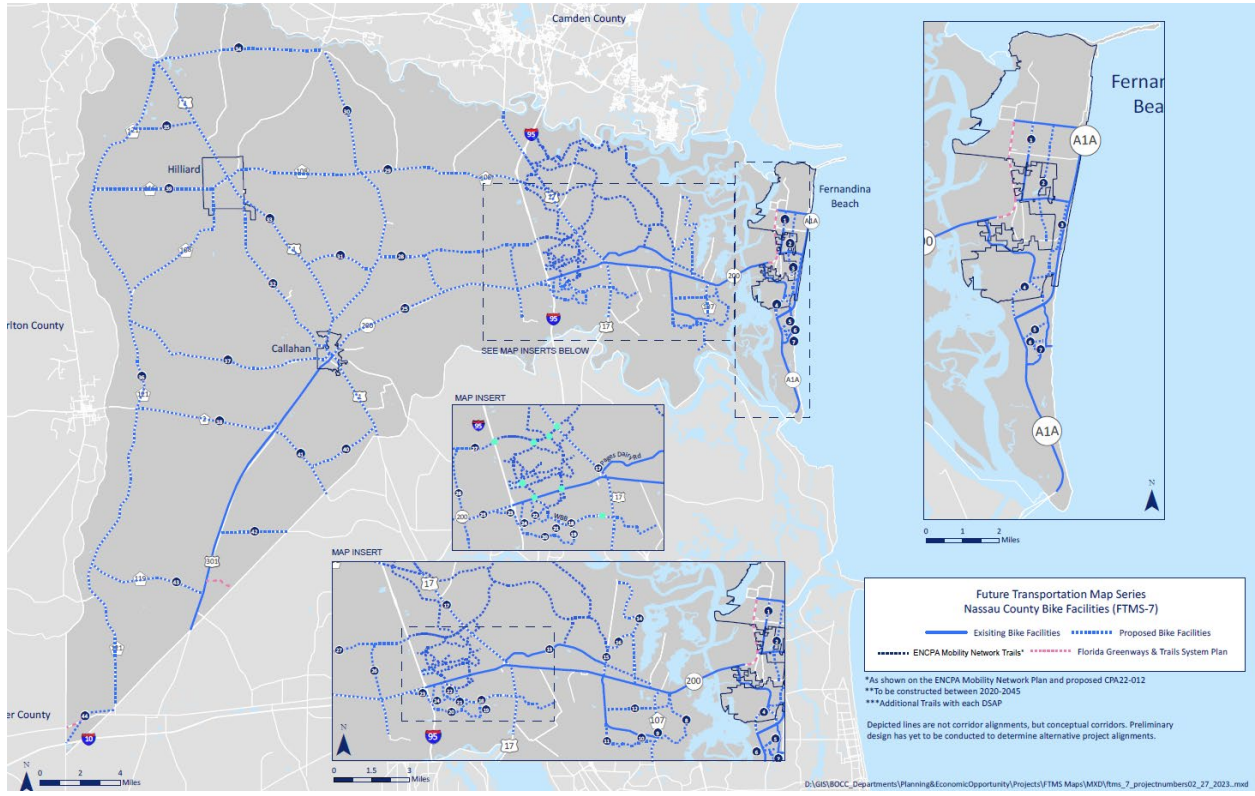




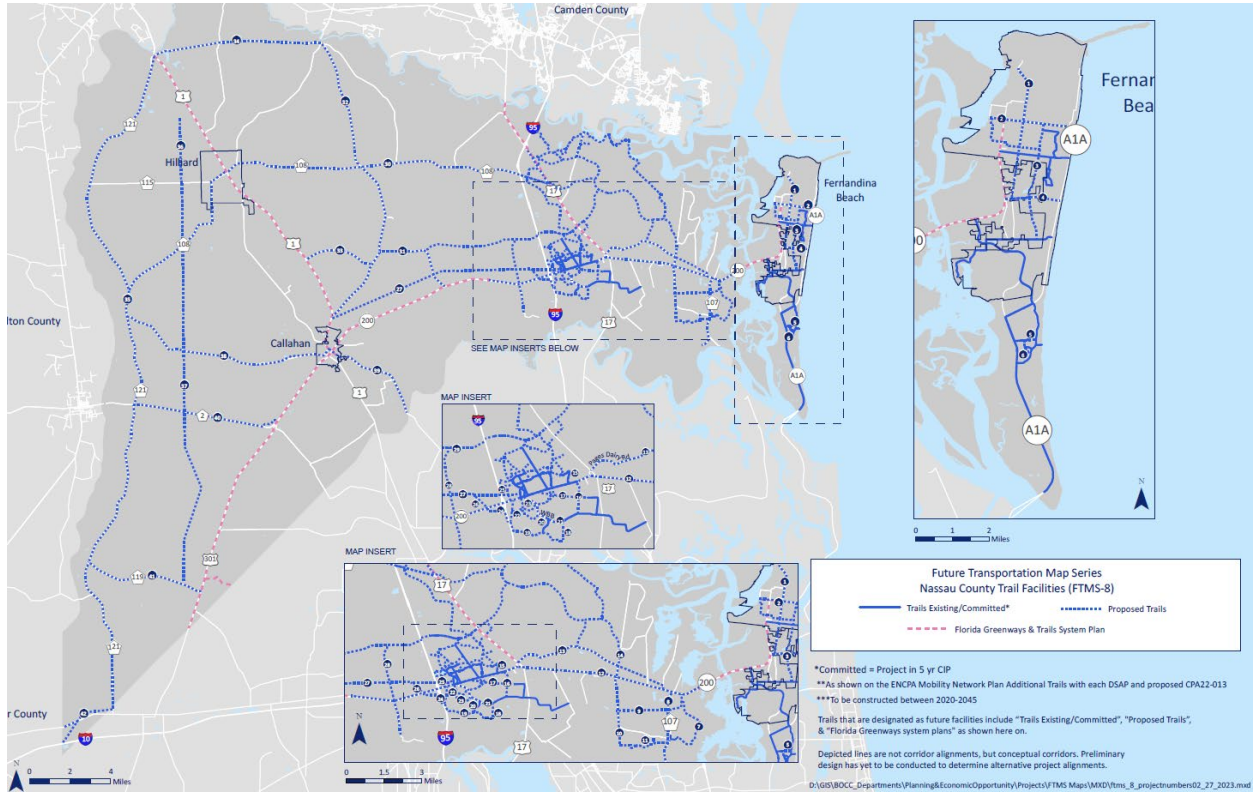
# Map 9 Nassau County 23-3SP (Nassau County Cost Feasible Network L RTP)



# Map 10: Nassau County Bike Facilities



# Map 11: Nassau County Trail Facilities





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** Regular Session

**MEETING DATE:** June 20, 2023

**FROM:** L. J. Arnold III, City Attorney

**SUBJECT:** Approve on second and final reading Ordinance O-18-2023 which amends the residential solid waste monthly rates for City provided services from \$19.00 to \$19.95 monthly and for governmental, industrial commercial and the like noncontainerized services from \$25.75 to \$27.04 effective October 1, 2023. *Mike Null*

### BACKGROUND

The City has not increased solid waste rates in several years and needs additional funds to support its solid waste utility. The suggested rate changes are an increase of five (5) percent over current rates.

### FISCAL IMPACT

The funds received by the City for this proposed increase will obviously reflect a five (5) percent increase.

### RECOMMENDATION

Approve Ordinance No. O-18-2023 on second and final reading.

## ORDINANCE NO. O-18-2023

**AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA INCREASING RESIDENTIAL GARBAGE AND TRASH COLLECTION RATE FROM \$19.00 TO \$19.95 MONTHLY; AMENDING CITY CODE SECTION 66-7 (1) RESIDENTIAL (COLLECTION RATES AND CHARGES); INCREASING NONCONTAINERIZED COMMERCIAL, INDUSTRIAL, GOVERNMENTAL AND THE LIKE FROM \$25.75 TO 27.04 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 \$ .95 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 25.75 to 27.04 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: ~~\$19.00~~ \$19.95.

**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: ~~\$25.75~~ \$27.04.

**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, 2023.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, ON THIS 6TH<sup>h</sup> DAY OF JUNE, 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Constance W. Butler, Mayor

**ATTEST:**

\_\_\_\_\_  
Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, THIS 20TH DAY OF JUNE, 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Constance W. Butler, 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:** Regular Session **MEETING DATE:** June 20, 2023  
**FROM:** L. J. Arnold III, City Attorney  
**SUBJECT:** Approve on second and final reading City Ordinance No. O-19-2023 which increases the base charge and usage charge for the City stormwater utility. *Mike Null*

### 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 and usage charge to reduce the shortfall in revenues it receives to operate this utility. As a result of information provided by city staff at the special city council session on May 16, 2023 and additional discussion at the June 6, 2023 first reading, the increase to the base charge will be from \$3.50 to \$6.00 and the usage charge will increase from \$10.42 to \$25.00 monthly per ESU.

### FISCAL IMPACT

The City will receive an increase in revenues from the base charge and user fees.

### RECOMMENDATION

Approve Ordinance No. O-19-2023 on 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 \$3.50 TO \$6.00 MONTHLY PER PARCEL AND THE USAGE CHARGE FROM \$10.42 TO NOT TO EXCEED \$25.00 MONTHLY PER ESU; AMENDING CITY CODE SECTION 70-7 (C) AND SECTION 70-8(C); PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has determined that an increase in the base charge and usage 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 ~~\$3.50~~ \$6.00 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.** Section 70-8 Usage Charge, Subsection (c) of the City Code shall be amended to read as follows:

(c) Effective on October 1, 2020 and thereafter, for government property within the incorporated area of the city, the monthly usage charge shall be ~~\$10.42~~ \$25.00 monthly per ESU. The city manager or his or her designee will prepare a list of all tax parcels within the city. The monthly usage charge may be amended from time to time by ordinance.

**SECTION 4.** The usage charge for all non-governmental property shall be amended as provided in Article VII, Chapter 78 of the City Code.

**SECTION 5. 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 6. REPEALER.** Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 7. 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 8. EFFECTIVE DATE.** This Ordinance shall become effective October 1, 2023.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, ON THIS 6TH DAY OF JUNE, 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Constance W. Butler, Mayor

**ATTEST:**

\_\_\_\_\_  
Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, THIS 20TH DAY OF JUNE, 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Constance W. Butler, 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 **MEETING DATE:** June 20, 2023  
**FROM:** Michael Daniels, Planning and Zoning Director  
**SUBJECT:** Second and final reading of Ordinance O-17-2023 for parcel # 016450-001-01 for approximately 1.33 acres located on the northwest corner of US Highway 17 and SR 16 requesting a  
Zoning Amendment From: Residential High Density, R-3  
To: C-2, General Commercial

### PROPERTY DESCRIPTION

**APPLICANT:** Kimley-Horn and Assoc. Inc. **OWNER:**Brightwork Real Estate  
**PROPERTY LOCATION:** Northwest corner of US Highway 17 and SR 16  
**PARCEL NUMBER:** Parcel #016450-001-01  
**FILE NUMBER:** ZON-23-004  
**CURRENT ZONING:** Residential High Density, R-3, Commercial & C-2 General Commercial  
**FUTURE LAND USE DESIGNATION:** Mixed Use

### SURROUNDING LAND USE

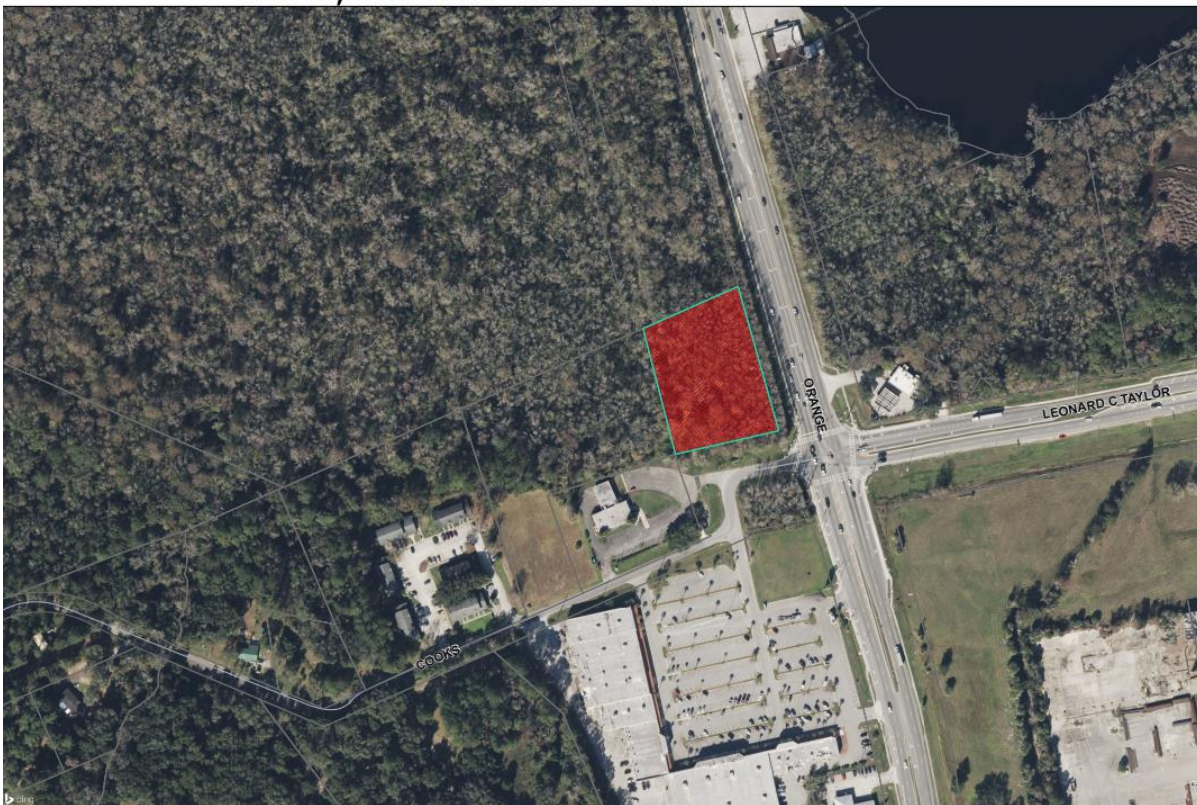
<p><b>NORTH:</b> <b>FLU:</b> Mixed Use  <b>Z:</b> Recreation and Conservation (RC)  <b>Use:</b> Undeveloped</p>	<p><b>SOUTH:</b> <b>FLU:</b> Industrial  <b>Z:</b> C-2 General Commercial  <b>Use:</b> Shopping Center</p>
<p><b>EAST:</b> <b>FLU:</b> Mixed Use, Public  <b>Z:</b> C-2 General Commercial, RC  <b>Use:</b> Convenience Store/Gas Station/Undeveloped</p>	<p><b>WEST:</b> <b>FLU:</b> Industrial (County)  <b>Z:</b> C-2 General Commercial  <b>Use:</b> Undeveloped</p>

## BACKGROUND

### **PROPERTY DESCRIPTION:**

The applicant, Mark Shelton, with Kimley-Horn and Assoc, has submitted a rezoning request for 1.33 acres to rezone a portion of the subject property from R-3, High Density Residential to C-2, General Business. The property is north of the Cove Shopping Center and west of the Speedway Service Station. The remaining adjacent properties are undeveloped. as shown on the description sketch, the western 20 feet of the property includes an easement to the City as set forth in 1983 (Ordinance O-6-83). The intent behind the easement was initially for City utility maintenance. The property is located within the AE FEMA Flood zone and is within a Freshwater Forested Shrub wetland.

### Proposed Rezoning from R-3 Multifamily to C-2, General Commercial



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

## PUBLIC FACILITIES IMPACT

### Traffic Impacts

Land Use <sup>1</sup>  (ITE)	Square Footage / Dwelling Units	Daily		PM Peak	
		Rate	Trips	Rate	Trips
Proposed C-2 Commercial Shopping Center*	14,484	42.94	621	3.37	49
Multifamily Residential***	27	6.65	178	.62	16

1. Source: Institute of Transportation Engineers: Trip Generation Manual 8<sup>th</sup> Edition  
\*based on the historical average FAR of .25 for a shopping center use.

**Conclusion:** There are no development plans at this time as a result, the traffic impacts were calculated based on the assumption of a Shopping Center at a historical average FAR of .25 for a shopping center and a separate calculation was made based on a maximum of 20\*\*\* units per acre for residential development. The projected trips for a convenience store/gas station is 163 daily trips and 13 peak hour trips per fueling position. The proposed mobility fee at this time for a retail plaza under 40,000 square feet is \$15,895 per 1,000 square feet of retail area which would be payable at time of development.

### Potable Water Impacts

#### Proposed Commercial C-2 Zoning

System Category	Gallons Per Day (GPD)
Current Permitted Capacity <sup>1</sup>	4,200,000
Less actual Potable Water Flows <sup>1</sup>	1,013,000
Residual Capacity <sup>1</sup>	3,187,000
Projected Potable Water Demand from Proposed Project <sup>2</sup>	1,533
<b>Residual Capacity after Proposed Project</b>	<b>3,185,467</b>

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 compiled pursuant to existing City shopping center consumption for an FAR of 0.25)

#### Existing Residential R-3 Zoning

System Category	Gallons Per Day (GPD)
Current Permitted Capacity <sup>1</sup>	4,200,000
Less actual Potable Water Flows <sup>1</sup>	1,013,000
Residual Capacity <sup>1</sup>	3,187,000
Projected Potable Water Demand from Proposed Project <sup>2</sup>	10,732
<b>Residual Capacity after Proposed Project</b>	<b>3,176,268</b>

1. Source: City of Green Cove Springs Public Works Department  
2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 27 dwelling units x 2.65 persons per du x 150 gal per person

**Conclusion:** The impact was calculated based on potential commercial or residential uses. As shown in the table above, there is adequate capacity for either use type. However, a zoning change to Commercial will result in less impact to the water system. The City has existing water lines installed at this location.

#### Sanitary Sewer Impacts – South Plant WWTP

##### Proposed Commercial C-2

System Category	Gallons Per Day (GPD)
Current Permitted Capacity <sup>1</sup>	350,000
Current Loading <sup>1</sup>	251,000
Committed Loading <sup>1</sup>	65,000
Projected Sewer Demand from Proposed Project <sup>2</sup>	1,533
<b>Residual Capacity after Proposed Project</b>	<b>32,467</b>

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 compiled pursuant to existing City shopping center consumption for an FAR of .25)

##### Residential

System Category	Gallons Per Day (GPD)
Current Permitted Capacity <sup>1</sup>	350,000
Current Loading <sup>1</sup>	251,000
Committed Loading <sup>1</sup>	65,000
Projected Sewer Demand from Proposed Project <sup>2</sup>	8,586
<b>Residual Capacity after Proposed Project</b>	<b>25,414</b>

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

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 27 dwelling units x 2.65 persons per du x 120 gal per person

**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). There is adequate capacity for either use, however, rezoning the property from Residential High Density to Commercial, C-2 will result in a potential decrease in impact to the Sewer system capacity. The City has existing sewer lines at this location.

#### Solid Waste Impacts

##### Proposed Commercial C-2 Zoning

System Category	LBs Per Day / Tons per Year
Solid Waste Generated by Proposed Project <sup>1</sup>	None
Solid Waste Facility Capacity <sup>2</sup>	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.

##### Existing Residential, R-3 Residential Multifamily

System Category	LBs Per Day / Tons per Year
Solid Waste Generated by Proposed Project <sup>1</sup>	572/104
Solid Waste Facility Capacity <sup>2</sup>	Minimum 3 Years Capacity

1. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (27 dwelling units x 2.65 persons per dwelling unit x 8 lbs. per day) x 365

**Conclusion:** The Zoning change will result in less impact to the City as a result of the fact that the City does not provide commercial sanitation services.

### **Compatibility**

The Subject Property is located adjacent to predominantly commercial uses to the south and east and undeveloped property to the north and west. The easement on the western portion of the property is not needed for the City's utility maintenance but will be required to be constructed as the continuation of the Palmetto trail project from the northern edge of the property to Green Cove Avenue as part of the Site Development process. Due to the existence of wetlands on the property, a wetland delineation map shall be required to ensure that any existing wetlands are preserved. Because the property is located within the AE FEMA floodzone, they will be required to comply with all requirements of the City's floodzone ordinance as well as applicable requirements from State and Federal Agencies.

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 Mixed Use which is compatible with the C-2 Zoning District.

### **Intent of Existing Zoning District**

Heavy Industrial (County)

All land designated as Zone IB is subject to the regulations of this Section and Sec. 20.3-10. Such areas are established in order to provide adequate areas for activities of a heavy industrial nature. A site plan conforming to the requirements of this chapter shall be submitted to the Planning and Zoning Department for administrative review and approval prior to obtaining a building permit for all uses within this District.

### **Intent of Proposed Zoning District**

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 RECOMMENDATION**

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

### **RECOMMENDED MOTIONS:**

#### **Rezoning**

Motion to recommend approval of second and final reading of Ordinance O-17-2023 to amend the zoning of the property described therein from Residential High Density, R-3 to C-2, General Commercial.

GREEN COVE SPRINGS C-STORE  
REZONING APPLICATION

Exhibit A	Application
Attachment 1	Statement of Proposed Change
Attachment 1A	Current Zoning Map
Attachment 1B	Proposed Zoning Map
Attachment 2	Aerial Map
Attachment 3	Plat of the property
Attachment 4	Legal Description
Attachment 5	Survey
Attachment 6	Proof of Ownership

**EXHIBIT A**  
**APPLICATION**





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

# Rezoning Application

## A. PROJECT

- Project Name: Green Cove Springs C-Store
- Address of Subject Property: Intersection of S US Hwy 17 & Cooks Lane, Green Cove Springs, FL 32043
- Parcel ID Number(s): 38-06-26-016450-001-01
- Existing Use of Property: Vacant
- Future Land Use Map Designation : Mixed-Use
- Existing Zoning Designation: R3
- Proposed Zoning Designation: C2
- Acreage: 1.33 +/-

## B. APPLICANT

- Applicant's Status  Owner (title holder)  Agent
- Name of Applicant(s) or Contact Person(s): Mark Shelton, AICP Title: \_\_\_\_\_  
 Company (if applicable): Kimley-Horn and Associates, Inc.  
 Mailing address: 12740 Gran Bay Parkway West, Ste. 2350  
 City: Jacksonville State: Florida ZIP: 32258  
 Telephone: 904 828 3900 FAX: ( ) e-mail: mark.shelton@kimley-horn.com
- If the applicant is agent for the property owner\*  
 Name of Owner (titleholder): Brightwork Real Estate, Inc.  
 Mailing address: 3708 West Swann Ave., Ste. 200  
 City: Tampa State: Florida ZIP: 33609  
 Telephone: ( ) FAX: ( ) e-mail: \_\_\_\_\_

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

## C. ADDITIONAL INFORMATION

- Is there any additional contact for sale of, or options to purchase, the subject property?  
 Yes  No If yes, list names of all parties involved:  
  
 If yes, is the contract/option contingent or absolute?  
 Contingent  Absolute

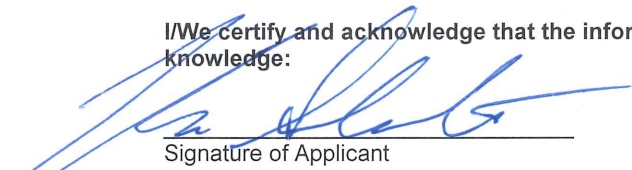
D. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed zoning change and zoning designations on surrounding properties
2. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
3. Plat of the property (Maybe obtained from the Clay County Property Appraiser.)
4. Legal description with tax parcel number.
5. Boundary survey
6. Warranty Deed or the other proof of ownership
7. Fee.
  - a. \$750 plus \$20 per acre over 5
  - 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 7 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

Mark Shelton, Senior Planner

Typed or printed name and title of applicant

3/29/23

Date

State of FLORIDA County of DUAL

Signature of Co-applicant

Please see attached property owner affidavit.

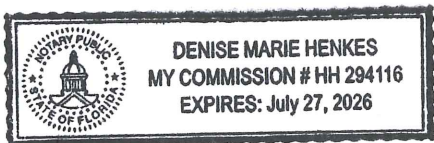
Typed or printed name of co-applicant

Date

The foregoing application is acknowledged before me this 29<sup>th</sup> day of MARCH, 2023, by MARK

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

NOTARY SEAL



Signature of Notary Public, State of FLORIDA

Denise Marie Henkes



### PROPERTY OWNER AFFIDAVIT

Owner Name: <b>Brightwork Real Estate, Inc.</b>	
Address: 3708 West Swann Ave., Ste. 200	Phone:
Agent Name: <b>Kimley-Horn and Associates, Inc.</b>	
Address: 12740 Gran Bay Parkway West, Ste 2350	Phone: <b>904-828-3900</b>
Parcel No.: <b>38-06-26-016450-001-01</b>	
Requested Action: Authorization to submit entitlement applications on behalf of the property owner.	

**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: \_\_\_\_\_ **T. Austin Simmons, Vice President of Brightwork Real Estate, Inc.**

Printed name: \_\_\_\_\_

Date: 3/28/23

The foregoing affidavit is acknowledged before me this 28<sup>th</sup> day of

March, 2023 by T. Austin Simmons, who is/are

personally known to me, or who has/have produced \_\_\_\_\_

as identification.



[Signature]  
Signature of Notary Public, State of FL



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
BRIGHTWORK REAL ESTATE, INC.

### Filing Information

<b>Document Number</b>	P08000021298
<b>FEI/EIN Number</b>	26-2092430
<b>Date Filed</b>	02/26/2008
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	11/07/2008
<b>Event Effective Date</b>	NONE

### Principal Address

3708 WEST SWANN AVENUE  
SUITE 200  
TAMPA, FL 33609

Changed: 04/28/2009

### Mailing Address

3708 WEST SWANN AVENUE  
SUITE 200  
TAMPA, FL 33609

Changed: 04/28/2009

### Registered Agent Name & Address

SIMMONS, TIMOTHY A  
3708 W. SWANN AVENUE, SUITE 200  
TAMPA, FL 33609

Name Changed: 06/20/2014

Address Changed: 06/20/2014

### Officer/Director Detail

#### **Name & Address**

Title P

DOUGLAS, BRADFORD G  
3708 WEST SWANN AVENUE - SUITE 200  
TAMPA, FL 33609

Title VPS

HILSMAN, HENRY  
3708 WEST SWANN AVENUE - SUITE 200  
TAMPA, FL 33609

Title VPT

SIMMONS, T. AUSTIN  
3708 WEST SWANN AVENUE - SUITE 200  
TAMPA, FL 33609

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2020	02/18/2020
2021	02/04/2021
2022	03/09/2022

**Document Images**

<a href="#">03/09/2022 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/04/2021 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/18/2020 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/11/2019 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/16/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/15/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/28/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/19/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">06/20/2014 -- Reg. Agent Change</a>	View image in PDF format
<a href="#">02/18/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/21/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/10/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/19/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/09/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/28/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">11/07/2008 -- Amendment</a>	View image in PDF format
<a href="#">03/20/2008 -- Amendment and Name Change</a>	View image in PDF format
<a href="#">02/27/2008 -- Domestic Profit</a>	View image in PDF format

**ATTACHMENT 1**

**STATEMENT OF  
PROPOSED CHANGE**

**Statement of Proposed Change**

This application requests the rezoning of a 1.33 acres (Parcel ID 38-06-26-016450-001-01) located at the intersection of US Hwy 17 and Cooks Lane (US Hwy 16) in Green Cove Springs, FL 32043. This rezoning application is required to rezone the subject Parcel from Residential High Density (R-3) to Commercial High Intensive (C-2) general commercial.

The subject parcel contains two separate zoning districts. A portion of this parcel is zoned C-2 and the other portion is zoned R-3. The portion that is C-2 is not large enough to be split off and developed into a parcel on its own. In addition, the R-3 portion is not large enough to support a high-density residential use such as multi-family apartments, therefore continuing with these two separate zoning districts is not practical or feasible. Also, The R-3 zoning district is incompatible with the location. It is common planning practice for parcels located at the intersection of two state roads (major collectors) to be zoned for commercial use. The requested rezoning will combine the two separate zoning districts into one commercial zoning district for the entire parcel. This rezoning will not have a negative impact on the adjacent property owners as the majority of the surrounding property to the northwest is zoned for recreation.

It is the intent of the applicant to impact the least amount of wetlands on site as possible. The Applicant is also working with FDOT to ensure that the least amount of wetlands are impacted for the driveway access along SR17. The Applicant has also agreed to allow the proposed bike trail to the north to continue through the subject parcel down to Cooks Lane for future improvements.

The requested rezoning meets the following City of Green Cove Springs 2045 Comprehensive Plan objectives and policies:

**Objective 1.1. Future Land Use Map.** New development and redevelopment activities shall be directed in appropriate areas of the City as depicted on the Future Land Use Map (FLUM).

*The proposed rezoning is at the intersection of US 16 and US 17, a prime location for commercial uses. Currently the property is vacant and has a future land use designation of mixed-use. This rezoning request is appropriate for the subject location.*

**Future Land Use Policy 1.1.1.** The following Future Land Use categories (FLUC), along with their intended uses, densities, and intensities, are established as follows (FAR only applies to non-residential uses):

Mixed Use (MU): This FLUC encompasses lands along major transportation corridors and is intended to accommodate primarily nonresidential uses including light and heavy commercial uses, lodging, and professional offices, interspersed with medium density residential uses and public/semi-public facilities.

*The subject parcel has a future land use designation of mixed-use and is located at a state road intersection. Therefore, the C-2 zoning designation is a more appropriate zoning designation for the mixed-use FLUC that is intended for non-residential uses. As such, the proposed rezoning meets the intent of this comprehensive plan policy.*

**Future Land Use Objective 1.2.** Sustainability. 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.



*The proposed rezoning implements smart growth principles by requesting commercial zoning along a state road intersection. Therefore, the proposed rezoning is currently serviced by existing infrastructure and services and fulfills this comprehensive plan objective. Further, the proposed zoning is compatible with the surrounding uses, appropriate in this location, and is infill development in a location serviced by existing infrastructure.*

**Future Land Use Policy 1.3.2.** The City shall establish locational criteria in the LDC for future rezoning of sites to higher density and/or intensity districts. The following principles shall be considered:

- a. Compatibility means that different land uses can coexist in relative proximity to each other provided that a use is not impacted directly or indirectly by another use.

*The requested rezoning is compatible with the proposed location as it is located at the intersection of US-16 and US-17, and there is an existing Speedway gas station directly across US-17. Additionally, the adjacent property to the northwest is zoned for recreation.*

- b. Increases in density and intensity must generally occur in a gradual fashion, avoiding abrupt transitions.

*The proposed rezoning fronts the intersection of two state roads and therefore is an appropriate location for the intensity of commercial high intensive (C-2) general commercial zoning. This zoning designation is intended to front high volume roads such as US-16 and US-17. Additionally, part of the subject parcel is already zoned C-2, and this application is requesting to bring the entire parcel into the C-2 zoning district.*

- c. High density residential uses should generally be located in areas that have adequate vehicular access and proximity to service uses.

*The requested rezoning is not for high density residential use.*

- d. Spot zoning should be avoided. Spot zoning refers to changing the zoning designation of a small parcel of land for a designation totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners.

*The requested rezoning would bring the entire parcel (Parcel ID 38-06-26-016450-001-01) into the C-2 zoning district, therefore remedying the inconsistent parcel zoning.*



**ATTACHMENT 1A**  
**CURRENT ZONING MAP**

### Zoning Map Legend

- Parcel
- Road
- R1 Low Density Residential
- R2 Medium Density Residential
- R3 High Density Residential
- RRF Residential Riverfront
- PUD Planned Unit Development
- RPO Residential Professional Office
- C1 Commercial Medium Intensity
- C2 Commercial High Intensity
- CBD Central Business District
- GCC Gateway Corridor Commercial
- GCN Gateway Corridor Neighborhood
- GCR Gateway Corridor Residential
- M-2 Industrial District
- M-1 Light Industrial District
- MUH C-2/M-2 - Mixed Use Highway
- INS Institutional
- RC Recreation



GREEN COVE SPRINGS C-STORE

CURRENT ZONING MAP

Legend  
Project Site



**Kimley»Horn**

Expect More. Experience Better.

**ATTACHMENT 1B**  
**PROPOSED ZONING MAP**

### Zoning Map Legend

- Parcel
- Road
- R1 Low Density Residential
- R2 Medium Density Residential
- R3 High Density Residential
- RRF Residential Riverfront
- PUD Planned Unit Development
- RPO Residential Professional Office
- C1 Commercial Medium Intensity
- C2 Commercial High Intensity
- CBD Central Business District
- GCC Gateway Corridor Commercial
- GCN Gateway Corridor Neighborhood
- GCR Gateway Corridor Residential
- M-2 Industrial District
- M-1 Light Industrial District
- MUH C-2/M-2 - Mixed Use Highway
- INS Institutional
- RC Recreation



GREEN COVE SPRINGS C-STORE

PROPOSED ZONING MAP

Legend  
Project Site

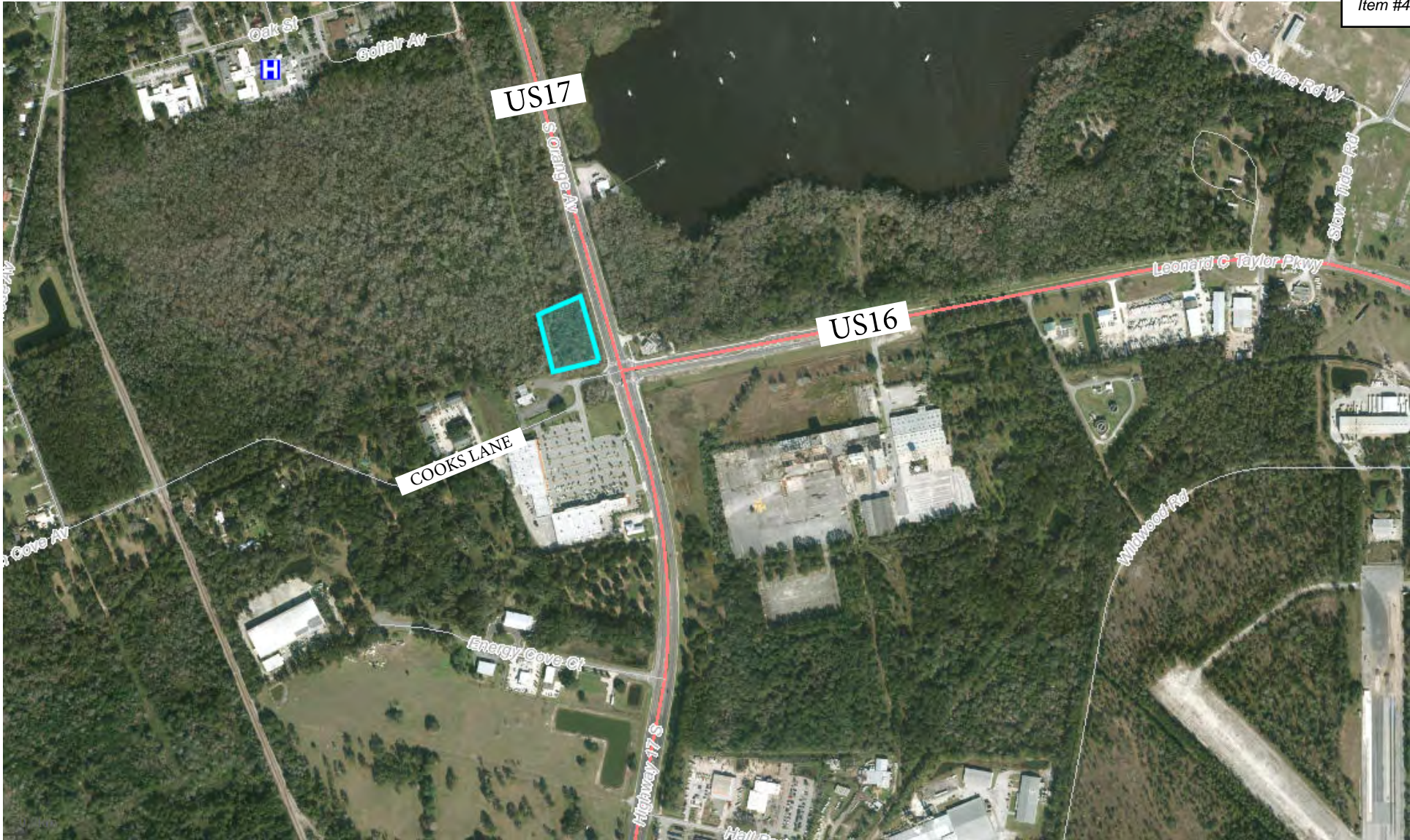


**Kimley»Horn**

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**ATTACHMENT 2**  
**AERIAL MAP**





GREEN COVE SPRINGS C-STORE

AERIAL MAP

Legend  
Project Site



**Kimley»Horn**  
Expect More. Experience Better.

**ATTACHMENT 3**

**PLAT OF THE  
PROPERTY**



GREEN COVE SPRINGS C-STORE  
PROPERTY APPRAISER'S PLAT MAP

Legend  
Project Site



**Kimley»Horn**  
Expect More. Experience Better.



**ATTACHMENT 4**  
**LEGAL DESCRIPTION**

# Description Sketch

(Not A Survey)

Item #4.

## REZONING PARCEL

A parcel of land lying in Section 38, Township 6 South, Range 26, Clay County, Florida, and being more particularly described as follows:

COMMENCE at the Intersection of the Northwesterly Right-of-way line of State Road 16 and the Southwesterly Right-of-way line of State Road 15 (U.S. Highway 17); thence run N 15°56'32" W along said Southwesterly Right-of-way line of State Road 15, a distance of 143.24 feet to the POINT OF BEGINNING; thence departing said Southwesterly Right-of-way line, run S 73°50'33" W, a distance of 235.08 feet; thence N 14°29'51" W, a distance of 89.83 feet; thence N 14°29'51" W, a distance of 121.79 feet; thence N 66°12'16" E, a distance of 30.36 feet; thence N 66°10'11" E, a distance of 169.13 feet; thence N 74°43'31" E, a distance of 0.17 feet; thence N 66°15'51" E, a distance of 54.35 feet; thence S 15°46'46" E, a distance of 148.15 feet; thence S 15°46'37" E, a distance of 97.18 feet; thence S 73°50'33" W, a distance of 21.18 feet to the POINT OF BEGINNING.

Containing 1.331 acres, more or less.

### NOTES:

1) The bearings shown hereon are based on the Southwesterly Right-of-way line of State Road 15 (U.S. 17), having a Grid bearing of N 15°56'32" W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

SEE SHEET 1 FOR DESCRIPTION

SEE SHEET 2 FOR SKETCH

JOB #: BISHOP PROPERTY - REZONING  
PARCEL

DRAWN: MRC      DATE: 03/27/2023      CHECKED: JDF

Prepared For: BRIGHTWORK REAL ESTATE

Central Florida  
528 Northlake Blvd, Suite 1040  
Altamonte Springs, Florida 32701  
Phone: (321) 270-0440  
www.geopointsurvey.com  
Licensed Business No.: LB 7768



**GeoPoint**  
Surveying

Judd French

LS7095

Page 86

**ATTACHMENT 5**  
**SURVEY**

# Description Sketch

(Not A Survey)

Item #4.

PARCEL NUMBER:  
38-06-26-016993-000-00  
OWNER: CITY OF GREEN COVE SPRINGS

PARCEL NUMBER:  
38-06-26-016564-001-00  
OWNER: ROOF IT RIGHT LLC

**REZONING PARCEL**  
AREA = 1.331± ACRES

ABANDONMENT OF  
PALMETTO AVENUE  
(O.R. 1754, PG 1951)

CENTERLINE OF  
PALMETTO AVENUE

POINT OF  
BEGINNING

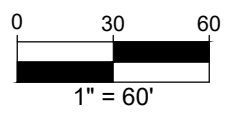
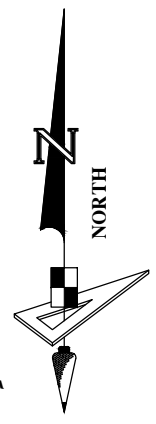
POINT OF  
COMMENCEMENT

INTERSECTION OF THE  
NORTHWESTERLY RIGHT-OF-WAY LINE OF  
STATE ROAD 16 AND THE  
SOUTHWESTERLY RIGHT-OF-WAY LINE OF  
STATE ROAD 15 (U.S. HIGHWAY 17)

NORTHWESTERLY RIGHT-OF-WAY  
LINE OF STATE ROAD 16

STATE ROAD 16

STATE ROAD 15  
(U.S. HIGHWAY 17)



Line Data Table

No.	Bearing	Length
L1	N66°12'16"E	30.36'
L2	N74°43'31"E	0.17'
L3	N66°15'51"E	54.35'
L4	S73°50'33"W	21.18'

NOTE:  
SEE SHEET 1 FOR DESCRIPTION  
SEE SHEET 2 FOR SKETCH

See Sheet 1 for Signature & Revisions

Central Florida  
528 Northlake Blvd, Suite 1040  
Altamonte Springs, Florida 32701  
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**GeoPoint**  
Surveying



**ATTACHMENT 6**  
**PROOF OF OWNERSHIP**

**AGREEMENT FOR SALE AND PURCHASE**

This is an Agreement ("Agreement"), dated as of the date specified below, by and between LYMAN HALL ("Seller"), and BRIGHTWORK ACQUISITIONS, LLC, a Florida limited liability company ("Buyer").

1. **Sale of Property.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller upon the terms and conditions set forth below, certain land in Clay County, Florida, (the "Real Property"), described on Exhibit A attached hereto together with all improvements located thereon and to the extent assignable, all tenements, hereditaments and appurtenances thereto and all development and other rights related to the Real Property, including without limitation:

(i) all agreements, leases, contracts, covenants, easements and restrictions related to or benefiting the Real Property and any and all rights of Seller thereunder, including development rights, air rights, water and well rights, density (lot coverage) rights, and drainage rights;

(ii) all approvals, permits, and applications with or from governmental authorities related to or benefiting the Real Property; and

(iii) all documents and work product of all professionals in connection with the Real Property, including all environmental studies and water samplings, all soil or engineering tests, and all construction, engineering, architectural, landscaping, and other plans, drawings, specifications, surveys, maps, site plans, plats, and other graphics related to development of the Real Property.

All of the foregoing are hereinafter collectively referred to as the "Property."

2. **Purchase Price.** Subject to the adjustments permitted or required pursuant to this Agreement, Buyer shall pay to Seller a total purchase price of \$ [REDACTED] for the Property. The purchase price shall be payable at Closing by wire transfer, cashier's or official check.

3. **Earnest Money Deposit.** Within five (5) business days after the execution of this Agreement by Buyer and Seller, Buyer shall deposit with "Escrow Agent" (defined in ¶ 16 below) the sum of \$ [REDACTED]. The above deposit, together with any additional deposits are hereinafter referred to as the "Deposit." The Deposit shall be placed in a non-interest bearing trust account and shall be held in escrow until:

(i) the Deposit is returned to Buyer pursuant to the provisions of this Agreement;

(ii) the Deposit is delivered to Seller pursuant to the provisions of this Agreement; or

(iii) Closing, in which case the Deposit shall be applied towards the Purchase Price for the Property.

4. **Feasibility Study Period.** Buyer shall at all reasonable times from the Effective Date of this Agreement until Closing (or until this Agreement is terminated prior to Closing), have access to the Property for itself, its agents and contractors for the purpose of conducting all such inspections, environmental reports, surveys, soil tests, drainage and percolation tests, and general collection of engineering data, as Buyer may deem necessary. Buyer shall have 90 days from the Effective Date (the "Feasibility Study Period") to evaluate the feasibility of Buyer's purchase and ultimate development of the Property. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer copies of all materials identified in ¶ 1. The Feasibility Study Period shall be extended one day for each day that the materials identified in ¶ 1 are not delivered as required. If, on or before the expiration of the Feasibility Study Period, Buyer notifies Seller that Buyer has determined, at Buyer's option and in Buyer's sole, absolute and complete discretion, that its purchase and ultimate development of the Property, for any reason whatsoever (regardless of the results of such inspections, tests, etc.), is not feasible and that Buyer therefore desires to terminate this Agreement, the Deposit shall be returned to Buyer, this Agreement shall terminate, and Buyer and Seller shall be relieved of any further liability or obligation hereunder except for the Inspection Indemnity described in ¶ 22 and the Broker Indemnity described in ¶ 26 below.

5. **Permit Contingency Period.** Buyer shall have from the expiration of the Feasibility Study period as defined in ¶ 4 hereof, 150 days (the "Permit Contingency Period") to secure all necessary government approvals including but not limited to all building permits, demolition permits, site plan approvals for Buyers intended use and development (the "Permits"). Any and all deposits shall be "at risk" subject only to receipt of all necessary government approvals and building permits. If during the Permit Contingency Period Buyer notifies Seller that it is unable to obtain Permits after reasonable diligence and Buyer therefore desires to terminate this Agreement, the Deposit shall be returned to Buyer after any and all work product regarding this site is turned over to the Seller after which this Agreement shall terminate, and Buyer and Seller shall be relieved of any further liability or obligation hereunder except for the Inspection Indemnity described in ¶ 22 and the Broker Indemnity described in ¶ 26 below.

6. **Closing.** Closing shall take place at a location as Buyer and Seller agree, on the date which is the earlier of 30 days after (a) the end of the Permit Contingency Period or (b) Buyer's receipt of the Permits, unless otherwise extended by the provisions of this Agreement or otherwise mutually agreed upon between the Buyer and Seller in writing, at which time Escrow Agent shall accept tender of the deed for recording and tender of the Purchase Price balance for delivery to Seller.

7. **Deed / Closing Documents.** Seller shall convey marketable fee simple title to the Property to or at the direction of Buyer by special warranty deed free and clear of all liens and encumbrances, except as hereinafter provided. At Closing, Seller shall deliver to Buyer and Escrow Agent its affidavit in form sufficient for the purpose of deleting the standard exceptions for construction liens and claims of parties in possession from the title policy hereinafter described and all other documents reasonably necessary to effectuate this Agreement.

8. **Intentionally Deleted.**

9. **Title Insurance.** Not more than 10 days after the Effective Date, Seller shall deliver to Buyer a written commitment issued by a nationally recognized title insurance underwriter reasonably acceptable to Buyer (the "Company") binding the Company to insure marketable title to the Property in Buyer subject only to exceptions of record by its Extended Owners Title Insurance Policy, upon recording of the Special Warranty Deed (the "Title Binder"). The Title Binder shall be accompanied by legible copies of all exceptions noted on Schedule B of the Title Binder.

10. **Survey.** Buyer may, at Buyer's expense, obtain a current survey of the Property (the "Survey") prepared and certified by a registered Florida land surveyor. If the Survey identifies any issues unacceptable to Buyer, in its sole discretion, such defect shall be treated in the same manner as a title defect under ¶ 11 below.

11. **Defects in Title.** Buyer shall notify Seller of any objections to title revealed in the Title Binder or Survey within 30 days after receipt of each. If Buyer fails to so notify Seller in writing of its objections to title to the Property, title to the Property shall be deemed to have been approved by Buyer. Seller shall have a period of 30 days after receipt of notice of any defect to cure the same. If the Seller is unable or unwilling to cure any title defect within such period, Buyer may at its option: (i) terminate this Agreement, or (ii) accept a conveyance of title to the Property in its existing condition without reduction of the Purchase Price. If Buyer elects to terminate this Agreement, the Deposit shall be returned to the Buyer and thereafter the parties shall have no further rights or obligations hereunder or to each other except as set forth in ¶ 4.

12. **Closing Costs.**

- (a) Buyer shall pay the following costs and expenses in connection with the Closing:
  - (i) the cost of the Survey and all other costs of Buyer's investigation.
- (b) Seller shall pay the following costs and expenses in connection with the Closing:
  - (i) all recording fees and documentary stamps required by law to be affixed to the Special Warranty Deed;
  - (ii) the premium payable for the Title Binder and owner's policy issued pursuant thereto.

Each party shall pay their own attorneys' fees and costs.

(c) Taxes and assessments for the Real Property only (specifically excluding any and all tangible and intangible personal property taxes and assessments, for which the Seller shall be solely responsible) for the year of the Closing shall be pro-rated to the date of Closing. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest



assessed valuation. Any difference between such estimated amount and the final amount will be paid to the applicable party within thirty (30) days after the tax bill is tendered.

13. Seller's Representations and Additional Covenants. Seller represents, warrants, and agrees that each of the following is true and correct on the date of this Agreement and shall be true and correct on the date of Closing, and it shall be a condition of Buyer's obligation to close the purchase of the Property that each of the following is true and correct on the date of Closing:

(a) Seller is authorized to execute the Agreement and to fulfill its obligations under the Agreement.

(b) Seller has no knowledge of any pending or threatened condemnation or similar proceeding or assessments affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated.

(c) There are no contracts, leases or other agreements of any nature with any party that will be binding on the Property or the Buyer after Closing.

(d) Seller has no knowledge of any action by adjacent landowners, or natural or artificial conditions upon the Property, that would prevent, limit, impede, or render materially more costly Buyer's use of the Property.

(e) Seller has no knowledge of any legal actions, suits, or other legal or administrative proceedings, pending or threatened, against the Property, and Seller has no knowledge of any facts that might result in any such action, suit or other proceedings.

(f) Seller has no knowledge of any significant adverse fact or condition relating to the Property that has not been specifically disclosed by Seller to Buyer.

(g) Seller has no knowledge of any uncured violations of federal, state, or municipal laws, ordinances, orders, regulations or requirements affecting any portion of the Property.

(h) Seller has no knowledge of any episode of environmental discharge or spill with respect to the Property or any lands abutting the Property.

(i) Seller's has no knowledge of any claims of any additional third parties affecting the use, title, occupancy or development of the Property.

(j) As of the Closing Date, Seller shall cause to be paid all services, materials, and labor furnished with respect to the Property prior to the Closing date, and that to Seller's best knowledge there are no mechanics', materialmens' or professional services liens (or rights to claim any such liens) against the Real Property that have not been disclosed in writing by Seller to Buyer.

(k) Except for those items to be prorated as hereinafter set forth, Seller shall be solely liable for the payment of all costs and expenses, liabilities, obligations, and claims

arising out of Seller's ownership and operation of the Property prior to Closing; and Seller hereby agrees to defend, indemnify and hold Buyer harmless therefrom.

(l) That Seller has no notice or any knowledge of any actual or threatened settlement, earth movement, termite infestation or other damage affecting the Property, or any reduction or curtailment of any utility service now available to the Property.

(m) That the representations, warranties, indemnities, and covenants contained in this Article shall survive the Closing date and run in favor of and benefit Buyer and its successors and assigns. Seller hereby indemnifies and holds Buyer harmless from any losses, costs, expenses, obligations and attorneys' fees incurred should a claim, demand, action or cause of action be instituted, made or taken resulting from a breach of the representations or warranties contained in this Article, and these indemnities shall survive the Closing date.

For the purpose of this paragraph, "knowledge" is deemed to be the actual present knowledge of the Seller's majority owner (or the principals thereof), without investigation. The representations, warranties and agreements set forth in this paragraph shall survive Closing.

14. **Default.** Failure of either party to perform its obligations under this Agreement after five (5) days written notice and opportunity to cure shall be a default hereunder.

(a) If the sale and purchase of the Property is not closed because of default of the Buyer, and if Seller is not in default under this Agreement, the Deposit shall be delivered to the Seller, and this shall be Seller's sole remedies for Buyer's default hereunder (except for Buyer's obligations under the Inspection Indemnity described in ¶ 22 and Broker Indemnity described in ¶ 26 below), it being understood and agreed that Seller's damages in the event of Buyer's default cannot be ascertained with reasonable certainty at this time.

(b) If the sale and purchase of the Property is not closed because of default of the Seller and if Buyer is not in default under this Agreement, at the option of Buyer, (i) the Deposit shall be returned to the Buyer upon demand, or (ii) Buyer may seek to enforce specific performance of Seller's obligations hereunder, together with actual out-of-pocket expenses arising out of Seller's default, and these shall be Buyer's sole remedies for Seller's default hereunder.

15. **Escrow Agent.** In the event of doubt as to its duties or liabilities under this provision of this Agreement, Escrow Agent may, in its sole discretion, continue to hold the Deposit until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held pursuant to this Agreement with the Clerk of the Court for Clay County, Florida, and upon notifying all parties concerned by such action, all liability on the part of the Escrow Agent shall fully terminate except to the extent of accounting for any monies theretofore delivered out of the escrow. In the event of any suit between Buyer and Seller wherein Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, Escrow Agent shall be entitled to recover reasonable attorneys' fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the



(a) Terminate Buyer's obligation to purchase the Property by giving written notice to Seller within ten (10) days after notification and receive back the Deposit; or

(b) Complete the purchase of the Property in accordance with the terms of this Agreement without diminution of the purchase price or change of the terms hereof, in which event at Closing Seller shall assign to Buyer all sums to be awarded or to be awarded in connection with said condemnation; Seller shall not negotiate a settlement of any pending or threatened eminent domain proceeding without the prior written consent of the Buyer.

19. Further Assurances. From and after the Closing date, each party, upon demand, will execute and deliver any and all written further assurances that are necessary to evidence, complete, perfect, or any combination thereof, the transactions contemplated by this Agreement, so long as no further assurance operates to impose any new or additional liability upon any party. Seller shall cooperate with Buyer, and execute such consents and approvals as may be necessary, in Buyer's efforts to obtain such permitting, approvals, variances, waivers, use permits and zoning reclassification as Buyer may deem reasonably necessary for Buyer's intended development of the Property. The parties will so perform all other acts that are necessary for any such purpose, so long as no new or additional liabilities are incurred that are not contemplated by this Agreement.

20. Effective Date. The "Effective Date" as used herein shall be the date on which the last of the Buyer and the Seller signs this Agreement.

21. Miscellaneous. This Agreement may be modified only by an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or of different nature. The captions contained herein are not part of this Agreement, are only for the convenience of the parties and do not modify, amplify or give full notice of any of the terms, covenants and conditions of any articles, paragraph, clause or provisions of this Agreement. This agreement shall be interpreted and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remainder of this Agreement. Whenever used herein, the singular form shall include the plural and vice versa, and the use of any gender shall include all genders, as appropriate.

22. Inspection Indemnity. Notwithstanding anything contained in this Agreement, Buyer shall (i) promptly pay or cause to be removed any liens filed against the Property as a result of any actions taken by or on behalf of Buyer; (ii) promptly repair and restore the Property to substantially the same condition existing immediately prior to the conduct of Buyers entry thereon; and (iii) shall indemnify, defend and hold Seller harmless from and against all claims, damages or losses incurred to the Property or anyone on the Property as a result of the actions taken by Buyer, any of its agents, representatives or contractors, or any person performing the feasibility activity or other activities on Buyer's behalf; these obligations collectively are referred to herein as the "Inspection Indemnity." The terms of this Inspection Indemnity shall survive any termination of this Agreement.



23. Disclaimer. Except as otherwise expressly provided in this Agreement, Buyer acknowledges that it has examined the Property and is buying the Property "As Is," without warranty or representation of any kind whatsoever, express or implied, including, without limitation, any implied warranty of fitness of the Property for a particular purpose, whether by Seller, or by an agent, broker, employee or other representative of Seller. All understandings and agreements heretofore between the parties are hereby merged in this Agreement, which alone shall fully and completely express the parties' agreement. Buyer acknowledges that it shall have had by Closing an adequate opportunity to inspect the Property and to make such legal, factual and other inquiries and investigations as Buyer deems necessary, desirable or appropriate with respect to the Property.

24. Recording This Agreement. Buyer shall not record this Agreement or any memorandum thereof. In the event that Buyer shall breach this paragraph, Seller shall have the right to terminate this Agreement.

25. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire Agreement between the parties. There are no promises, agreements, conditions, undertakings, warranties or representations, oral, written, express or implied, between the parties other than as herein set forth.

26. Brokerage. Buyer and Seller each represent and warrant to the other that with the exception of Jason Ryals with Colliers representing the Buyer, whose fee of 2.5% and Exit Magnolia Point Realty representing the Seller whose fee is 2.5% of the aggregate Purchase Price shall be paid by Seller pursuant to separate agreement, neither has had any dealings with any person, firm, broker or finder in connection with the negotiations of this Agreement and/or the consummation of the purchase and sale contemplated hereby and no broker or other person, firm or entity is entitled to any commission or finder's fee in connection with this transaction. Buyer and Seller do each hereby indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liabilities for compensation, commission or charge which may be claimed by any broker, finder or other similar party by reason of any actions of the indemnifying party, and these obligations are referred to herein collectively as the "Broker Indemnity."

27. Assignment. Buyer may assign or transfer any of its rights under this Agreement upon written notice to Seller.

28. Intentionally Deleted.

29. Time is of the Essence. Time is of the essence with respect to this Agreement. Whenever any time period is to be computed hereunder, the day from which the period shall run is not to be included, and any period ending on a Saturday, Sunday or legal holiday will be extended to the next business day.

30. Like Kind Exchange. Buyer or Seller may elect to acquire or sell the Property in a manner which will qualify for treatment as a like kind exchange under Section 1031 of the Internal Revenue Code. In the event either party makes such an election, the other party will cooperate in any reasonable manner and at no expense to the other party to allow the exchanging party to effect such an exchange; provided, however, that in no event shall

(i) either party be required to take title to any other property to facilitate the tax free exchange, or (ii) the exchange activity delay the Closing. It is understood and agreed that if either party elects to effect such an exchange, funds will be transferred to a qualified "Exchange Agent" as designated by the exchanging party.

31. Radon Disclosure. Radon is a naturally occurring radio active gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers on the date(s) set forth below.

SELLER:

By: Lyman Hall dotloop verified  
08/19/22 2:56 PM EDT  
1UWG-GPY3-KEE3-WGQV

Name: Lyman Hall

Dated: \_\_\_\_\_

BUYER:

BRIGHTWORK ACQUISITIONS, LLC, a Florida limited liability company

By: BRIGHTWORK REAL ESTATE, INC., a Florida corporation, as Manager

By: T. Austin Simmons  
T. Austin Simmons, Vice President

Dated: 8/18/22

EXHIBIT A

Parcel ID: 38-06-26-016450-001-01



**ATTACHMENT 5**  
**SURVEY**



**ORDINANCE NO. O-17-2023**

**AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA REZONING ±1.33 ACRES OF PROPERTY LOCATED AT US HIGHWAY 17 & COOKS LANE, IDENTIFIED AS TAX ID NUMBER 016450-001-01, MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM RESIDENTIAL HIGH DENSITY, R-3 TO COMMERCIAL HIGH INTENSIVE LAND USE, C-2 GENERAL COMMERCIAL ZONING; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, the City has received a request to rezone the subject parcel from Residential High Density (R-3) to Commercial High Intensive Land Use, C-2 General Commercial; and

**WHEREAS**, the proposed C-2, General Commercial Rezoning request is compatible with the existing Future Land Use Designation of Mixed Use, 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 May 23, 2023 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 June 6 and June 20, 2023 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 Residential High Density (R-3) to Commercial High Intensive Land Use, C-2 General Commercial.

Tax Parcel Number 38-06-26-016450-001-01 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 6<sup>th</sup> DAY OF JUNE 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Constance W. Butler, 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 20<sup>TH</sup> DAY OF JUNE 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Constance W. Butler, Mayor

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
L. J. Arnold, III, City Attorney

# Description Sketch

(Not A Survey)

Item #4.

## REZONING PARCEL

A parcel of land lying in Section 38, Township 6 South, Range 26, Clay County, Florida, and being more particularly described as follows:

COMMENCE at the Intersection of the Northwesterly Right-of-way line of State Road 16 and the Southwesterly Right-of-way line of State Road 15 (U.S. Highway 17); thence run N 15°56'32" W along said Southwesterly Right-of-way line of State Road 15, a distance of 143.24 feet to the POINT OF BEGINNING; thence departing said Southwesterly Right-of-way line, run S 73°50'33" W, a distance of 235.08 feet; thence N 14°29'51" W, a distance of 89.83 feet; thence N 14°29'51" W, a distance of 121.79 feet; thence N 66°12'16" E, a distance of 30.36 feet; thence N 66°10'11" E, a distance of 169.13 feet; thence N 74°43'31" E, a distance of 0.17 feet; thence N 66°15'51" E, a distance of 54.35 feet; thence S 15°46'46" E, a distance of 148.15 feet; thence S 15°46'37" E, a distance of 97.18 feet; thence S 73°50'33" W, a distance of 21.18 feet to the POINT OF BEGINNING.


Containing 1.331 acres, more or less.

**NOTES:**

1) The bearings shown hereon are based on the Southwesterly Right-of-way line of State Road 15 (U.S. 17), having a Grid bearing of N 15°56'32" W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

SEE SHEET 1 FOR DESCRIPTION

SEE SHEET 2 FOR SKETCH

<p><b>Judd French</b>                      <b>LS7095</b></p>	<p><b>JOB #: BISHOP PROPERTY - REZONING PARCEL</b></p>				<p>Central Florida 528 Northlake Blvd, Suite 1040 Altamonte Springs, Florida 32701 Phone: (321) 270-0440 www.geopointsurvey.com Licensed Business No.: LB 7768</p>  <p style="font-size: 2em; font-weight: bold; margin-top: 10px;">GeoPoint</p> <p style="font-size: 1.5em; font-weight: bold; margin-top: 5px;">Surveying</p>
	<p>DRAWN: MRC      DATE: 03/27/2023      CHECKED: JDF</p>				
	<p>Prepared For: BRIGHTWORK REAL ESTATE</p>				

# Description Sketch

(Not A Survey)

Item #4.

PARCEL NUMBER:  
38-06-26-016993-000-00  
OWNER: CITY OF GREEN COVE SPRINGS

PARCEL NUMBER:  
38-06-26-016564-001-00  
OWNER: ROOF IT RIGHT LLC

**REZONING PARCEL**  
AREA = 1.331± ACRES

ABANDONMENT OF  
PALMETTO AVENUE  
(O.R. 1754, PG 1951)

CENTERLINE OF  
PALMETTO AVENUE

POINT OF  
BEGINNING

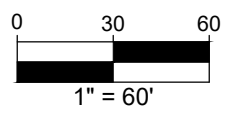
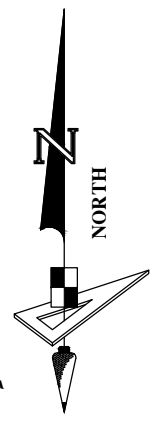
POINT OF  
COMMENCEMENT

INTERSECTION OF THE  
NORTHWESTERLY RIGHT-OF-WAY LINE OF  
STATE ROAD 16 AND THE  
SOUTHWESTERLY RIGHT-OF-WAY LINE OF  
STATE ROAD 15 (U.S. HIGHWAY 17)

NORTHWESTERLY RIGHT-OF-WAY  
LINE OF STATE ROAD 16

STATE ROAD 16

STATE ROAD 15  
(U.S. HIGHWAY 17)



Line Data Table

No.	Bearing	Length
L1	N66°12'16"E	30.36'
L2	N74°43'31"E	0.17'
L3	N66°15'51"E	54.35'
L4	S73°50'33"W	21.18'

NOTE:  
SEE SHEET 1 FOR DESCRIPTION  
SEE SHEET 2 FOR SKETCH

See Sheet 1 for Signature & Revisions

Central Florida  
528 Northlake Blvd, Suite 1040  
Altamonte Springs, Florida 32701  
Phone: (321) 270-0440  
www.geopointsurvey.com  
Licensed Business No.: LB 7768



**GeoPoint**  
Survey



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council **MEETING DATE:** June 20, 2023

**FROM:** Mike Null, Assistant City Manager

**SUBJECT:** Approval of Pay Application #9 from EltonAlan, Inc. for construction of the Palmetto Trail Project in the amount of \$140,318.89 from the amended contract amount of \$1,551,660.92, leaving a balance of \$381,620.19 in the contract. *Mike Null*

### BACKGROUND

At the July 5, 2022, Council awarded Bid # 2022-02, construction of the Palmetto Trail Project to EltonAlan, Inc. in the award amount of \$1,544,374.81. This is a Local Area Project (LAP) project funded through an agreement with FDOT for the construction phase of project 43677-1-38-02, to construct a trail along Palmetto Ave from Oak St to Harbor Road and along MLK Jr. Blvd from Palmetto Ave to Vera Francis Hall Park. The FDOT construction budget is \$1,611,250.00. Staff will be managing the project and FDOT will be funding the pay requests on a reimbursable basis.

At the October 17, 2022 Council Meeting, Council approved Pay App #1 in the amount of \$80,705.77.

At the November 15, 2022 Council Meeting, Council approved Pay App #2 in the amount of \$154,242.74.

At the December 13, 2022 Council Meeting, Council approved Pay App #3 in the amount of \$123,474.08.

At the January 17, 2023 Council Meeting, Council approved Pay App #4 in the amount of \$135,711.04.

At the February 21, 2023 Council Meeting, Council approved Pay App #5 in the amount of \$132,315.18.

At the March 21, 2023 Council Meeting, Council approved Pay App #6 in the amount of \$114,181.80.

At the April 18, 2023 Council Meeting, Council approved Pay App #7 in the amount of \$143,735.47.

At the May 16, 2023 Council Meeting, Council approved Pay App #8 in the amount of \$145,355.76.

Attached for approval is Pay Application #9 in the amount of \$140,318.89. The application has been approved by the contractor, the project engineer and City staff and found to be reasonable for the work completed to date.

### FISCAL IMPACT

This project is funded by a FDOT LAP agreement on a reimbursable basis.

### RECOMMENDATION

Approve Pay Application #9 from EltonAlan, Inc. for construction of the Palmetto Trail Project in the amount of \$140,318.89 from the amended contract amount of \$1,551,660.92, leaving a balance of \$381,620.19 in the contract.



4140 NW 27 Lane, Suite G  
 Gainesville, FL 32606  
 Telephone: (352) 226-8447

**MONTHLY INVOICE TRANSMITTAL No. 9:**

Description: Palmetto Avenue, Green Cove Springs  
 Financial ID: 435677-1-58-01  
 Federal Aid No.: D221-019-B  
 Contract No.: G2390

Attached, please find the following items included in the Monthly Invoice Submittal Package for your review/further processing:

- Transmittal Letter
- Application and Certificate for Payment with Schedule
- Certification of Previous Payment to Subcontractor
- Construction Compliance with Specifications and Plans
- Channelizing Device Supplier Certification
- Cone Letter – N/A

**Contract Time & Money Status Report**

Begin Time: 9/1/22  
 Invoice Period: 5/1/23 to 5/31/23  
 Invoice No.: 9

MONEY		TIME	
Original Contract Amount:	\$1,544,374.81	Substantial Completion Duration	266
Change Order No. 1-4	\$7,286.11	Days Added by Change Order	3
Adjusted Amount:	\$1,551,660.92	Days Added by Weather/Holidays	26
Amount Due This Period:	\$147,704.09	Days Allowed	295
Less Retainage (5%)	\$7,385.20	Days Used	273
Amount Paid this Period:	\$140,318.89	Days Remaining	22
Amount Previously Paid	\$1,029,721.84	% Days Used	92%
Total Paid to Date:	\$1,170,040.73	Final Completion Duration	30
Balance of Contract Amount:	\$381,620.19	Days Used	0
% Paid:	75%	Days Remaining	30
		% Days Used	0%

Retainage Held	Amount
Invoice 1	\$4,247.67
Invoice 2	\$8,118.04
Invoice 3	\$6,498.64
Invoice 4	\$7,142.69
Invoice 5	\$6,963.96
Invoice 6	\$6,009.57
Invoice 7	\$7,565.03
Invoice 8	\$7,650.30
Total	\$7,385.20
Total	\$61,581.10





**Project:** Palmetto Avenue / Green  
Cove Springs  
**Green Cove Springs Contract No.:** 2022-02  
**Financial Project No.:** 435677-1-58-01  
**LAP Contract No.:** G2390  
**Federal Aid Project No.:** D221-019-B  
**Attn:** Kevin Wagner  
1440 NW 27th Ln Suite G  
Gainesville, FL 32606

**Invoice Date:** 5/31/2023  
**EltonAlan Project Number:** 32-0090  
**Invoice Number:** 202202 - 9  
Original Contract Amount: \$ 1,544,374.81  
Change Order Amount: \$ 7,286.11  
Adjusted Contract Amount: \$ 1,551,660.92  
Amount Due This Period: \$ 147,704.09  
Less Retainage (5%): \$ (7,385.20)  
**Amount Paid This Period:** \$ 140,318.89  
Amount Previously Paid: \$ 1,029,721.84  
Amount Paid to Date: \$ 1,170,040.73  
Contract Amount Remaining: \$ 381,620.19  
% Paid: 75.76%

**Invoice Period: May-2023**

Contract Item	Unit	Current Contract Quantity	Total Quantity Invoiced to Date	Previously Invoiced Quantity	Quantity Invoiced This Period	Unit Cost	Amount Due This Period
0101 1 - MOBILIZATION	LS	1.0	1.0	1.0	0.0	\$ 115,376.00	\$ -
0102 1 - MAINTENANCE OF TRAFFIC	LS	1.0	0.9	0.8	0.1	\$ 98,177.00	\$ 8,835.93
0104 10 3 - SEDIMENT BARRIER	LF	2,598.0	909.0	909.0	0.0	\$ 1.26	\$ -
0104 18 - INLET PROTECTION SYSTEM	EA	47.0	5.0	5.0	0.0	\$ 132.26	\$ -
0110 1 1 - CLEARING & GRUBBING (AC = 2.91)	LS	1.0	0.9	0.9	0.1	\$ 124,701.00	\$ 9,976.08
0110 4 10 - REMOVAL OF EXISTING CONCRETE	SY	6,345.6	6,137.5	5,661.6	475.9	\$ 12.82	\$ 6,101.04
0110 7 1 - MAILBOX, F&I SINGLE	EA	11.0	11.0	11.0	0.0	\$ 315.64	\$ -
0120 1 - REGULAR EXCAVATION	CY	1,014.9	674.5	640.2	34.3	\$ 23.08	\$ 791.64
0120 6 - EMBANKMENT	CY	558.7	550.4	494.6	55.8	\$ 40.75	\$ 2,273.85
0285 704 - OPTIONAL BASE, BASE GROUP 04	SY	198.0	102.5	0.0	102.5	\$ 66.13	\$ 6,778.33
0334 1 13 - SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	32.6	16.9	0.0	16.9	\$ 165.31	\$ 2,795.39
0339 1 - SUMMARY OF MISCELLANEOUS ASPHALT PAVEMENT	TN	2.4	0.0	0.0	0.0	\$ 165.42	\$ -
0425 1201 - INLETS, CURB, TYPE 9, <10'	EA	1	1	1	0	\$ 5,923.00	\$ -
0425 1421 - INLETS, CURB, TYPE J-2, <10'	EA	1	0	0	0	\$ 7,091.00	\$ -
0425 1521 - INLETS, DT BOT, TYPE C,<10'	EA	4	3	0	3	\$ 5,377.50	\$ 16,132.50
0425 1543 - INLETS, DT BOT, TYPE D, J BOT, <10'	EA	1	0	0	0	\$ 6,554.00	\$ -
0425 1711 - INLETS, GUTTER, TYPE V, <10'	EA	2	2	1	1	\$ 6,290.50	\$ 6,290.50
0425 2 41 - MANHOLES, P-7, <10'	EA	1	1	1	0	\$ 6,618.00	\$ -
0425 2 63 - MANHOLES, P-8, PARTIAL	EA	1	0	0	0	\$ 4,863.00	\$ -
0425 2 71 - MANHOLES, J-7, <10'	EA	1	0	0	0	\$ 7,997.00	\$ -
0425 5 - MANHOLE, ADJUST	EA	4	4	0	4	\$ 901.00	\$ 3,604.00
0425 5 1 - MANHOLE, ADJUST, UTILITIES	EA	1	1	0	1	\$ 902.00	\$ 902.00
0425 6 - VALVE BOXES, ADJUST	EA	44	38	36	2	\$ 363.84	\$ 727.68
430175118 - PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	LF	17	17	8	9	\$ 120.24	\$ 1,082.16
430175215 - PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 15"S/CD	LF	238	0	0	0	\$ 132.46	\$ -
430175218 - PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 18"S/CD	LF	173	173	0	173	\$ 146.29	\$ 25,308.17

Contract Item	Unit	Current Contract Quantity	Total Quantity Invoiced to Date	Previously Invoiced Quantity	Quantity Invoiced This Period	Unit Cost	Amount Due This Period
0515 1 1 - PIPE HANDRAIL - GUIDERAIL, STEEL	LF	12	0	0	0	\$ 164.75	\$ -
0520 1 10 - CONCRETE CURB & GUTTER, TYPE F	LF	1643.0	1103.5	1001.8	101.7	\$ 31.64	\$ 3,217.79
0520 1 12 - CONCRETE CURB & GUTTER, TYPE F WITH SPECIAL GUTTER PROFILE	LF	42.0	42.0	0.0	42.0	\$ 41.07	\$ 1,724.94
0520 2 2 - CONCRETE CURB, TYPE B	LF	1053.0	877.8	877.8	0.0	\$ 38.44	\$ -
0520 2 4 - CONCRETE CURB, TYPE D	LF	332.0	75.6	41.6	34.0	\$ 37.65	\$ 1,280.10
0520 6 - SHOULDER GUTTER- CONCRETE	LF	71.0	71.2	71.2	0.0	\$ 35.64	\$ -
0522 1 - CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	9,133.7	8,642.1	8,040.7	601.4	\$ 45.56	\$ 27,399.78
0522 2 - CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	2,480.5	2,113.9	1,982.2	131.7	\$ 59.19	\$ 7,795.32
0527 2 - DETECTABLE WARNINGS	SF	1,322.0	881.1	739.7	141.4	\$ 26.40	\$ 3,732.96
0570 1 2 - PERFORMANCE TURF, SOD	SY	8,191.0	7,722.3	6,918.7	803.6	\$ 9.48	\$ 7,618.13
1080 21500 - UTILITY FIXTURE, VALVE/METER BOX, ADJUST	EA	36	0	0	0	\$ 365.50	\$ -
1644 800 - FIRE HYDRANT, (RELOCATE)	EA	8	0	0	0	\$ 1,983.75	\$ -
700 1 11 - SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	34	0	0	0	\$ 919.15	\$ -
700 1 12 - SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	13	0	0	0	\$ 1,124.15	\$ -
700 1 50 - SINGLE POST SIGN, RELOCATE	AS	8	0	0	0	\$ 287.63	\$ -
700 1 60 - SINGLE POST SIGN, REMOVE	AS	34	0	0	0	\$ 77.94	\$ -
700 3 601 - SINGLE POST SIGN, REMOVE	EA	7	0	0	0	\$ 72.14	\$ -
706 1 1 - RAISED PAVEMENT MARKER, TYPE B WITHOUT FINAL SURFACE MARKINGS	EA	21	0	0	0	\$ 9.93	\$ -
710 1 123 - PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 12"	LF	91	0	0	0	\$ 1.56	\$ -
710 11 125 - PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	13	0	0	0	\$ 4.51	\$ -
710 11 201 - PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.0050	0.0000	0.0000	0.0000	\$ 3,070.00	\$ -
711 11 123 - THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK	LF	1,998	0	0	0	\$ 4.51	\$ -
711 11 125 - THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE	LF	1,928	0	0	0	\$ 9.02	\$ -
711 16 201 - THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.0050	0.0000	0.0000	0.0000	\$ 12,030.00	\$ -
711 17 1 - THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS-SURFACE TO REMAIN	SF	1,065	0	0	0	\$ 3.97	\$ -
- Concrete Cutting	LS	1	1	0	1	\$ 1,375.00	\$ 1,375.00
- Flowable Fill	CY	12	12	0	12	\$ 163.40	\$ 1,960.80
<b>AMOUNT DUE THIS PERIOD</b>							<b>\$ 147,704.09</b>

For questions regarding this invoice, please contact:  
**Mike Holcomb @ 904.891.0360 or email:**  
Please remit payment of this invoice to:  
**4463 Hyarbour North Court | Jacksonville, FL 32225**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONSTRUCTION COMPLIANCE WITH  
SPECIFICATIONS AND PLANS**

Item #5.

CONSTRUCTION  
04/14  
Page 1 of 3

FIN PROJECT I.D.(s) 435677-1-58-01  
Palmetto Ave / Green Cove Springs Sidewalk  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 05/31/2023  
CONTRACT NO: G23909  
Monthly:   
Final:

EltonAlan, Incorporated, Prime Contractor for the above referenced contract, hereby verifies based on personal knowledge or reasonable investigation and good faith belief, all Quality Control functions and Quality Control sampling and testing results are in substantial compliance with the contract specification requirements and the approved Quality Control Plan for this project. This includes the input of test results into the Department's LIMS database within 24 hours of results being received. This represents work done between 5/1/2023 and 05/31/2023. Exceptions to these requirements are listed below.

1.) Item No.: \_\_\_\_\_  
Exception: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.) Item No.: \_\_\_\_\_  
Exception: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3.) Item No.: \_\_\_\_\_  
Exception: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.) Item No.: \_\_\_\_\_  
Exception: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONSTRUCTION COMPLIANCE WITH  
SPECIFICATIONS AND PLANS**

5.) Item No.: \_\_\_\_\_  
Exception: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6.) Item No.: \_\_\_\_\_  
Exception: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

State of Florida  
County of Duval  
Sworn to and subscribed before me this 30 day  
of MAY, 2023, by PAUL DOHERTY  
(Print name of person signing Certification)  
[Signature]  
Notary Public  
7/2/2023  
Commission Expires



PAUL DOHERTY  
Commission # GG 351180  
Expires July 2, 2023  
Bonded thru Budget Notary Services

Rachel Lewis  
Quality Control Manager  
[Signature]  
By  
EltonAlan, Incorporated  
Company

State of Florida  
County of Duval  
Sworn to and subscribed before me this 30 day  
of MAY, 2023, by PAUL DOHERTY  
(Print name of person signing Certification)  
[Signature]  
Notary Public  
7/2/2023  
Commission Expires



PAUL DOHERTY  
Commission # GG 351180  
Expires July 2, 2023  
Bonded thru Budget Notary Services

EltonAlan, Inc.  
Contractor  
[Signature]  
By  
CEO  
Title

**CERTIFICATION**  
**DISBURSEMENT OF PREVIOUS PERIODIC PAYMENT TO SUBCONTRACTORS**  
**(As required by Florida Transportation Code, Section 337.11, Subsection (11), F.S.)**

DATE 5/31/2023

FIN PROJ. I.D. 435677-1-58-01

CONTRACT NO. G23909

TO RELEASE MONTHLY PAYMENT FOR May 2023

EltonAlan, Incorporated, prime contractor for the above referenced contract, hereby certifies that all subcontractors, except for those noted below, having interest in this contract have received their pro rata share of all previous periodic payments made to date by the Department for all work, materials and equipment furnished under the contract. The term "subcontractor", as used herein, shall also include persons or firms furnishing materials, services or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the Department and work done under equipment-rental agreements.

**EXCEPTION:**

The following subcontractors have not been paid and a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

_____	Subcontractor name
_____	Street Address
_____	City State Zip

_____	Subcontractor name
_____	Street Address
_____	City State Zip

State of Florida  
County of Duval  
Sworn to and subscribed before me this 30 day of MAY, 2023, by PAUL DOHERTY  
(Print name of person signing Certification)

[Signature]  
Notary Public

7/2/2023  
Commission Expires  
  
PAUL DOHERTY  
Commission # GG 351180  
Expires July 2, 2023  
Provided Through Budget Notary Services

Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

EltonAlan, Inc.  
Contractor  
[Signature]  
By

CEO  
Title

**Instructions:**

1. Attach copy of the notification good cause sent to each applicable subcontractor.
2. List the subcontractors which have not been paid the proportionate share of payments received by the contractor and the date listed as exception.
3. A separate certification is required for each contract.
4. To be signed by an officer or director of the Contractor with the authority to bind the Contractor and notarized.
5. To avoid delay in payment, certification must be submitted to the Project Engineer no later than the Friday before the monthly estimate cutoff date (generally the 3<sup>rd</sup> Sunday of the month).



**BOB'S BARRICADES, INC.**  
921 Shotgun Road, Sunrise, FL 33326  
Tel. No. 954-423-2627 Fax No. 954-473-8737

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
MONTHLY CERTIFICATION OF MAINTENANCE  
OF CHANNELIZING DEVICES

CONTRACTOR ELTON ALAN, INC.

CERTIFICATION NO. 9

STATE ROAD NO. PALMETTO AVE

FINANCIAL ID NUMBER: 435677-1-58-01

CONTRACT NO. G2390

MONTH OF: MAY, 2023

I certify that I we have provided and maintained the following devices, Type II and/or III Barricades/Barrels in accordance with Pedestrian LCD Evaluation Guice and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features.

Contractor's Authorized Agent (Print Name & Co.): \_\_\_\_\_

Contractor's Authorized Agent (Signature): \_\_\_\_\_

\_\_\_\_\_





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session. **MEETING DATE:** June 20, 2023  
**FROM:** Mike Null, Asst. City Manager  
**SUBJECT:** City Council Approval to issue a purchase order in the amount of \$60,495.50 to Tampa Crane & Body to install cameras on 17 large city trucks. *Mike Null*

### BACKGROUND

Mediated settlements in vehicle accidents involving city vehicles have increased considerably in dollar amount of the settlements in recent months. Often, it is difficult to determine definitively who is at fault. This prompted staff to investigate the installation of cameras on our larger city vehicles as they seem to be more likely to be involved in an accident and can cause more damage due to their size.

All companies that we contacted recommended 3<sup>rd</sup> Eye brand camera systems. We received two quotes and a “no quote”. The low quote was provided by Tampa Crane & Body at an installed price of \$3,558.55 per vehicle. Staff has identified 17 large trucks that are often on the road for the cameras to be installed. The plan is to install one forward-facing, one rear-facing and one driver-facing camera. The quote is to install these cameras with an SD Card memory that will record up to 60 days. The cameras will record anytime the ignition is on and mark any “event”. While the cameras are capable of GPS tracking, livestream, route plotting, documenting time, location and a photo of every stop / pick-up, staff feels that there is not a need for these additional features at this time. However, they can be added at any time and would require cellular service for each vehicle as well.

Staff is requesting that Council waive the formal bidding procedures for this purchase as allowed by our Purchasing Policies, as a formal bid is likely to result in much higher pricing due to bidding and bonding requirements. Additionally, staff is requesting approval of this purchase.

### FISCAL IMPACT

**To be charged to each respective department operating budget. Most vehicles are in either Electric or Solid Waste.**

### RECOMMENDATION

Approve issuance of a purchase order in the amount of \$60,495.50 to Tampa Crane & Body to install cameras on 17 large city trucks.

## Tampa Crane & Body



### PURCHASE AGREEMENT

QUOTE NUMBER	QUOTE DATE	VALID FOR	CHASSIS MUST ARRIVE BY /DAYS	SALESPERSON	EST. DELIVERY UPON ORDER RECEIPT	FOB POINT	TERMS
JM0510	05/11/2023	30 Days	N/A	Jeffrey Makowski	TBD	Green Cove Springs	Net 10

**CUSTOMER INFORMATION:**

Customer: City Of Green Cove Springs Contact: Donald Chase  
 Address: 321 Walnut Street City, State & Zip: Green Cove Springs, FI 32043  
 Phone: 904-297-7066 Cell Phone: 904-994-3879 Email address: dchase@greencovesprings.com

**VEHICLE AND EQUIPMENT:**

Equipment:	Bodies (17)	Bodies Cont:
17-3 <sup>rd</sup> Eye Front Forward Cameras	Dump Truck # 223	Rear Loader # 712
17- 3 <sup>rd</sup> Eye Driver Facing Cameras	* Dump Truck # 906	Rear Loader # 713
17-3 <sup>rd</sup> Eye Back up Cameras	Claw Truck # 702	Rear Loader # 701
17-9" Monitor w/ Recording	Claw Truck # 710	Recycling Truck # 709
Capabilities (SD Card)	Claw Truck # 720	Bucket Truck # 401
Includes: All Mounting Brackets, Ram Bracket Plate, Splitters and Cables Required.	Digger Truck # 404	Bucket Truck # 405
Includes System Delivery, Installed, Tested and Operator Trained	Digger Truck # 419	Bucket Truck # 408
	Digger Truck # 435	Bucket Truck # 417
	Dump Truck # 204	

**TERMS OF SALE:**

1. Purchase Price Each System		\$ <u>3,558.55</u>
2. Additional Equipment Purchase Price (each):		\$ <u>N/A</u>
3. Total Price (each): (Line 1 plus Line 3)		\$ <u>3,558.55</u>
4. Grand Total:		\$ <u>60,595.50</u>
5. Net Amount of Trade-In (s):		\$ <u>N/A</u>
6. Cash Price less Net Trade-In: (Line 4 minus Line 5)		\$ <u>N/A</u>
8. Sales Tax: (Taxable amount Line 4 minue Line 5)		\$ <u>Tax Exempt</u>
9. Federal Excise Tax: (Full amount of line 4)	x 12%=	\$ <u>N/A</u>
10. Title & Registration Fee:		\$ <u>N/A</u>
11. Freight:		\$ <u>Included</u>
Delivery Notes:		
12. Extras: (warranty, etc.)		\$ <u>N/A</u>
Extras Description:		
13. Total Amount Due from customer:		\$ <u>60,495.50</u>

**TERMS AND CONDITIONS:**

**1. Customer's responsibilities.** Customer agrees to pay Tampa Crane & Body (TC&B) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although TC&B has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against TC&B. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

**2. Deposit.** Should TC&B fail to accept this offer or be unable to deliver the vehicle as promised, Customer's sole remedy against TC&B shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, TC&B may elect to retain the deposit, and sue for any actual damages incurred by TC&B for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

**3. Warranties.** All used vehicles are sold "AS IS, WITHOUT WARRANTY", either express or implied. **TC&B SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.** No other person is authorized to make any representations or warranties on behalf of TC&B, unless made or assumed in writing by TC&B.

**4. Limitation of Liability.** Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against TC&B for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless TC&B receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless TC&B receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless TC&B and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of TC&B, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

**5. Modifications by Others.** Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse TC&B for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. TC&B is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

**6. Miscellaneous.** Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in Hillsborough County, Florida, and this agreement shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that TC&B is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

**I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.**

**CUSTOMER:**

**TAMPA CRANE REPRESENTATIVE:**

_____	Signature	_____	Signature
_____	Print Name	_____	Print Name
_____	Title	_____	Title
_____	Customer PO Number	_____	Date
_____	Date	_____	Contact Email
		_____	Contact Cell

TAMPA CRANE AND BODY  
5701 N 50<sup>th</sup> Street, Tampa, FL 33687  
(813) 246-5510 (Office)  
(813) 246-5322 (Fax)



**Donald Chase**

**From:** Amanda Perdue <aperdue@petersenind.com>  
**Sent:** Thursday, May 11, 2023 3:27 PM  
**To:** Donald Chase  
**Subject:** GOT IT HERE YOU GO

**CAUTION: This email originated from outside of the organization. . Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Dear Mr. Chase,

I hope this email finds you well. As a valued customer of our company, we wanted to recommend the use of a 3rd Eye camera system for your truck. We believe that this product will greatly benefit you and your business, and we wanted to share our positive experience with it.

The 3rd Eye camera system is a high-quality product that provides clear and reliable images of your vehicle's surroundings. It is specifically designed for use on commercial vehicles, and we have found it to be an invaluable tool in improving safety and efficiency on the road.

With its advanced features and ease of use, we believe that the 3rd Eye camera system will be a valuable asset to your business. It will help you to reduce the risk of accidents, improve your drivers' visibility, and ultimately increase your bottom line.

We highly recommend the 3rd Eye camera system to all of our customers, and we are confident that it will be a great addition to your truck. If you have any questions or would like to learn more about this product, please don't hesitate to reach out to us.

Thank you for your continued support of our company.

Best regards,  
Amanda Perdue

**Amanda Perdue**

Parts Sales

Parts | Petersen Industries



863-225-4288

aperdue@petersenind.com



4000 STATE RD. 60 WEST, LAKE WALES FL, 33859

[Create Your Own Free Signature](#)

On Thu, May 11, 2023 at 3:26 PM, Donald Chase <dchase@greencovesprings.com> wrote:

Hello Amanda,

Here is my contact information.

Thanks for all your help and have a great afternoon.

Item #6.

Donald Chase

Equipment Maintenance

City of Green Cove Springs

904 . 297 . 7066

dchase@greencovesprings.com

### **ATTENTION**

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# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** City Counsel Regular Session

**MEETING DATE:** June 20, 2023

**FROM:** Andy Yeager, Electric Director

**SUBJECT:** Information Only for City Code Section 113-190 Single and Three Phase service credits

### BACKGROUND

In City Code section 113-190 it tells how to figure credits for new customers for both single and three phase services. I have reviewed the City Code and made changes to reflect changes in cost of Material and Labor in current times.

### FISCAL IMPACT

**The impact will be what the current credit is now compared to what it will be when making the change to the cost of material and labor in current times.**

### RECOMMENDATION

**Recommendation to update the pricing for single phase and three phase credits to today's current prices. In addition to that, look at the credits at the beginning of every fiscal year for both single and three phase services for new customers and make changes if necessary.**

## MATERIAL ESTIMATE/REQUEST

**WO#** City Code Estimate three phase
**DATE**
June 5, 2023

Stock #	Description	Quantity	UOM	Unit Price	Extend Price
E-3730	ANCHOR 8"X10' SCREW	4	EA	\$ 67.47	\$ 269.88
E-1401	PVC CONDUIT ADPT 4 X 6 E939NRT	1	EA	\$ 109.46	\$ 109.46
E-3520	U-GUARD, 4" PVC 10' SECTION	3	EA	\$ 38.51	\$ 115.53
E-2395	SCREW, PLATED 1/4"X1 1/2" W/FW/100/BA	30	BX	\$ 0.25	\$ 7.50
E-2490	METER RING SLNG SCREW TYPE	1	EA	\$ 8.20	\$ 8.20
E-GREEN	SEAL, ELECT. METER (GREEN)	1	EA	\$ 0.19	\$ 0.19
E-3116	METER MULTIMEASUREMENT FM 16S	1	EA	\$ 304.97	\$ 304.97
E-0011	SINGLE PHASE/ SINGLE POSITION 15* MC	3	EA	\$ 31.35	\$ 94.05
E-1845	INSULATOR BRACKET SIDE MNT.	3	EA	\$ 121.42	\$ 364.26
E-3808	NEUTRAL BRACKETS	1	EA	\$ 7.35	\$ 7.35
E-1420	BRACKET,TRANS TANK MOUNT	3	EA	\$ 41.95	\$ 125.85
E-2200	BOLT EYE 14"	8	EA	\$ 2.70	\$ 21.60
E-2130	BOLT MACHINE 14"	27	EA	\$ 2.51	\$ 67.77
E-1850	INSULATOR STUD J25247.1 (SMALL STUD	3	EA	\$ 1.84	\$ 5.52
E-2406	WASHER, LOCK, DOUBLE COIL 5/8 (C2050	35	EA	\$ 0.21	\$ 7.35
E-2410	WASHER SQUARE 2X2	35	EA	\$ 1.12	\$ 39.20
E-2415	WASHER SQUARE CURVED	14	EA	\$ 1.13	\$ 15.82
E-0835	CLAMP, JUMPER BRONZE "K1UL"	6	EA	\$ 2.41	\$ 14.46
	E-3005 A to C clamp	5	0	\$ 2.03	\$ 10.15
E-2955	MULTI TAP CONNECTOR BTC4-350	7	EA	\$ 25.17	\$ 176.19
E-0300	COMP-TAP WR 379 "5"	3	EA	\$ 0.76	\$ 2.28
E-0800	HOT LINE CLAMP BRONZE BC-2/0	6	EA	\$ 7.07	\$ 42.42
E-0787	STIRRUP HOTLINE(8-2/0) ALUM.	3	EA	\$ 24.47	\$ 73.41
E-0785	STIRRUP,HOTLINE(397.5-477)ALUM	3	EA	\$ 23.76	\$ 71.28
E-1870	STRAIN INSULATOR, LONG 78"	6	EA	\$ 21.22	\$ 127.32
E-1380	GUY GRIPS 3/8" PREF.	12	EA	\$ 6.91	\$ 82.92
E-3540	GUY GUARDS YELLOW	4	EA	\$ 3.18	\$ 12.72
E-3560	WIRE 3/8" GUY	200	FT	\$ 0.86	\$ 172.00
E-1615	DOWN GUY ATTACHMENT W/EYE	6	EA	\$ 5.28	\$ 31.68
E-1450	ARRESTOR 18KV	3	EA	\$ 54.87	\$ 164.61
E-1780	INSULATOR 7.2KV SPL.	1	EA	\$ 0.65	\$ 0.65
E-1860	INSULATOR D.E. EPOXY	6	EA	\$ 12.41	\$ 74.46
E-1875	STRAIN INSULATOR, SMALL 18"/ALUMAF	3	EA	\$ 20.92	\$ 62.76
E-1833	INSULATOR,TIE TOP 35KV F NECK	5	EA	\$ 64.51	\$ 322.55
E-1950	DEADEND CLAMP ALUM. MEDIUM	8	EA	\$ 15.25	\$ 122.00
	E-0018 1/0 Preform SIDE TIE	5	0	\$ 2.57	\$ 12.85
E-0810	CLAMP TRNS. GRND TTC2	3	EA	\$ 4.68	\$ 14.04
E-0850	CLAMP GRD ROD CU 5/8	2	EA	\$ 1.84	\$ 3.68
E-0860	GROUND ROD CU. 8FT	6	EA	\$ 8.97	\$ 53.82
E-0840	COUPLING GRD ROD 5/8	4	EA	\$ 3.98	\$ 15.92
E-1460	CUTOUT 27KV 100 AMP	6	EA	\$ 81.77	\$ 490.62
					\$ 3,719.29























*Standard single-phase service* means the estimated cost of, but not necessarily limited to, overhead wood pole construction and consists of material, labor, equipment and engineering costs associated with the installation of two wood poles, two single-phase primary conductor spans, single-phase transformer, associated pole framing, conductor support hardware, overhead service drop conductor for single-phase service, connectors, terminations, grounding and meter to provide a 200 ampere, 120/240 volt service. This is only used in calculating customer costs and does not override the requirement to run underground services as required by section 113-190 and the land development code, as may be amended from time to time.

*Standard three-phase service* means the estimated cost of, but not necessarily limited to, overhead wood pole construction and consists of material, labor, equipment and engineering costs associated with the installation of two wood poles, two three-phase primary conductor spans, three transformers, associated pole framing, conductor support hardware, overhead service drop conductor for three-phase service, connectors, terminations, grounding and meter to provide a 400 ampere, 120/240 volt service. This is only used in calculating customer costs and does not override the requirement to run underground services as required by section 113-190 and the land development code, as may be amended from time to time.

**DATE:**  
**FROM:**  
**BILL TO:**

Thursday, June 1, 2023



**REIMBURSABLE COSTS:**

**JOB DESCRIPTION:** City Code Estimate for single phase

**DATE OF INCIDENT:**

**SECTION A: CONTRACT LABOR**

NAME	RATE/HR	ST HRS	SUBTOTAL	OT RATE/HR	OT HRS	SUBTOTAL
<b>Joe Hansford</b>	\$ 55.00	4	\$ 220.00	\$ 75.00		\$ -
<b>Robby Mayben</b>	\$ 53.03		\$ -	\$ 69.00		\$ -
<b>Lonnie Barr</b>	\$ 57.68	8	\$ 461.44	\$ 69.00		\$ -
<b>Adam Stines</b>	\$ 54.64	8	\$ 437.12	\$ 69.00		\$ -
<b>Doug Nick</b>	\$ 49.33		\$ -	\$ 69.00		\$ -
<b>Parry Eidsmoe</b>	\$ 46.00	8	\$ 368.00	\$ 69.00		\$ -
<b>Wade Hoilman</b>	\$ 28.42	8	\$ 227.36	\$ 31.50		\$ -
<b>Josh Grant</b>	\$ 21.00		\$ -	\$ 31.50		\$ -

**SECTION A TOTAL**

**SECTION B EQUIPMENT**

EQUIPMENT	RATE/HR	HRS	SUBTOTAL
OVERHEAD PULLER			\$ -
URD PULLER			\$ -
FLATBED TRAILER			\$ -
POLE TRAILER			\$ -
BACKHOE			\$ -
SquartBucket Truck 418	\$ 150.00		\$ -
BUCKET TRUCK 401	\$ 150.00		\$ -
BUCKET TRUCK 405	\$ 150.00		\$ -
BUCKET TRUCK 408	\$ 150.00	8	\$ 1,200.00
BUCKET TRUCK 417	\$ 150.00	8	\$ 1,200.00
DIGGER TRUCK 419	\$ 150.00	8	\$ 1,200.00
DIGGER TRUCK 404	\$ 150.00		\$ -
DIGGER TRUCK 435	\$ 150.00		\$ -
PICKUP 403	\$ 26.00		\$ -
PICKUP 406	\$ 26.00		\$ -

Estimate for Standard Services per Code

Standard Single Phase Service

Standard Three Phase Service

<b>PICKUP 411</b>	<b>\$ 26.00</b>	<b>8</b>	<b>\$ 208.00</b>
<b>SECTION B: EQUIPMENT</b>			<b>\$ 3,808.00</b>

<b>TOTAL</b>	
\$	<b>220.00</b>
\$	-
\$	<b>461.44</b>
\$	<b>437.12</b>
\$	-
\$	<b>368.00</b>
\$	<b>227.36</b>
\$	-
\$	<b>1,713.92</b>



**DATE:**  
**FROM:**  
**BILL TO:**

Monday, June 5, 2023



**REIMBURSABLE COSTS:**

**JOB DESCRIPTION:** City Code Estimate for three phase

**DATE OF INCIDENT:**

**SECTION A: CONTRACT LABOR**

NAME	RATE/HR	ST HRS	SUBTOTAL	OT RATE/HR	OT HRS	SUBTOTAL
<b>Joe Hansford</b>	\$ 55.00	10	\$ 550.00	\$ 75.00		\$ -
<b>Robby Mayben</b>	\$ 53.03		\$ -	\$ 69.00		\$ -
<b>Lonnie Barr</b>	\$ 57.68	10	\$ 576.80	\$ 69.00		\$ -
<b>Adam Stines</b>	\$ 54.64	10	\$ 546.40	\$ 69.00		\$ -
<b>Doug Nick</b>	\$ 49.33		\$ -	\$ 69.00		\$ -
<b>Parry Eidsmoe</b>	\$ 46.00	10	\$ 460.00	\$ 69.00		\$ -
<b>Wade Hoilman</b>	\$ 28.42	10	\$ 284.20	\$ 31.50		\$ -
<b>Josh Grant</b>	\$ 21.00		\$ -	\$ 31.50		\$ -

**SECTION A TOTAL**

**SECTION B EQUIPMENT**

EQUIPMENT	RATE/HR	HRS	SUBTOTAL
OVERHEAD PULLER			\$ -
URD PULLER			\$ -
FLATBED TRAILER			\$ -
POLE TRAILER			\$ -
BACKHOE			\$ -
SquartBucket Truck 418	\$ 150.00		\$ -
BUCKET TRUCK 401	\$ 150.00		\$ -
BUCKET TRUCK 405	\$ 150.00		\$ -
BUCKET TRUCK 408	\$ 150.00	10	\$ 1,500.00
BUCKET TRUCK 417	\$ 150.00	10	\$ 1,500.00
DIGGER TRUCK 419	\$ 150.00	10	\$ 1,500.00
DIGGER TRUCK 404	\$ 150.00		\$ -
DIGGER TRUCK 435	\$ 150.00		\$ -
PICKUP 403	\$ 26.00		\$ -
PICKUP 406	\$ 26.00		\$ -

Estimate for Standard Services per Code

Standard Single Phase Service

Standard Three Phase Service

<b>PICKUP 411</b>	<b>\$ 26.00</b>	<b>10</b>	<b>\$ 260.00</b>
<b>SECTION B: EQUIPMENT</b>			<b>\$ 4,760.00</b>



<b>TOTAL</b>	
\$	<b>550.00</b>
\$	-
\$	<b>576.80</b>
\$	<b>546.40</b>
\$	-
\$	<b>460.00</b>
\$	<b>284.20</b>
\$	-
\$	<b>2,417.40</b>



## MATERIAL ESTIMATE/REQUEST

**WO#** City Code Estimate single phase
**DATE**
May 31, 2023

Stock #	Description	Quantity	UOM	Unit Price	Extend Price
E-3730	ANCHOR 8"X10' SCREW	2	EA	\$ 67.47	\$ 134.94
E-1405	PVC CONDUIT 4" X 2" ADAPTER BOOT	1	EA	\$ 55.66	\$ 55.66
E-3510	U-GUARD, 2" PVC 10' SECTION	3	EA	\$ 17.27	\$ 51.81
E-2395	SCREW, PLATED 1/4"X1 1/2" W/FW/100/BA	30	BX	\$ 0.25	\$ 7.50
E-2490	METER RING SLNG SCREW TYPE	1	EA	\$ 8.20	\$ 8.20
E-GREEN	SEAL, ELECT. METER (GREEN)	1	EA	\$ 0.19	\$ 0.19
E-3050	METER, ELECT. AMR CL200 3W 240V	1	EA	\$ 58.00	\$ 58.00
E-0011	SINGLE PHASE/ SINGLE POSITION 15* MC	2	EA	\$ 31.35	\$ 62.70
E-1845	INSULATOR BRACKET SIDE MNT.	1	EA	\$ 121.42	\$ 121.42
E-3808	NEUTRAL BRACKETS	1	EA	\$ 7.35	\$ 7.35
E-1420	BRACKET,TRANS TANK MOUNT	1	EA	\$ 41.95	\$ 41.95
E-2200	BOLT EYE 14"	4	EA	\$ 2.70	\$ 10.80
E-2130	BOLT MACHINE 14"	17	EA	\$ 2.51	\$ 42.67
E-1850	INSULATOR STUD J25247.1 (SMALL STUD	1	EA	\$ 1.84	\$ 1.84
E-2406	WASHER, LOCK, DOUBLE COIL 5/8 (C2050	21	EA	\$ 0.21	\$ 4.41
E-2410	WASHER SQUARE 2X2	17	EA	\$ 1.12	\$ 19.04
E-2415	WASHER SQUARE CURVED	8	EA	\$ 1.13	\$ 9.04
E-0835	CLAMP, JUMPER BRONZE "K1UL"	4	EA	\$ 2.41	\$ 9.64
	E-3005 A to C clamp	2	0	\$ 2.03	\$ 4.06
E-2955	MULTI TAP CONNECTOR BTC4-350	3	EA	\$ 25.17	\$ 75.51
E-0300	COMP-TAP WR 379 "5"	3	EA	\$ 0.76	\$ 2.28
E-0800	HOT LINE CLAMP BRONZE BC-2/0	1	EA	\$ 7.07	\$ 7.07
E-0787	STIRRUP HOTLINE(8-2/0) ALUM.	1	EA	\$ 24.47	\$ 24.47
E-0785	STIRRUP,HOTLINE(397.5-477)ALUM	1	EA	\$ 23.76	\$ 23.76
E-1870	STRAIN INSULATOR, LONG 78"	2	EA	\$ 21.22	\$ 42.44
E-1380	GUY GRIPS 3/8" PREF.	8	EA	\$ 6.91	\$ 55.28
E-3540	GUY GUARDS YELLOW	2	EA	\$ 3.18	\$ 6.36
E-3560	WIRE 3/8" GUY	120	FT	\$ 0.86	\$ 103.20
E-1615	DOWN GUY ATTACHMENT W/EYE	4	EA	\$ 5.28	\$ 21.12
E-1450	ARRESTOR 18KV	1	EA	\$ 54.87	\$ 54.87
E-1780	INSULATOR 7.2KV SPL.	1	EA	\$ 0.65	\$ 0.65
E-1860	INSULATOR D.E. EPOXY	2	EA	\$ 12.41	\$ 24.82
E-1875	STRAIN INSULATOR, SMALL 18"/ALUMAF	1	EA	\$ 20.92	\$ 20.92
E-1833	INSULATOR,TIE TOP 35KV F NECK	1	EA	\$ 64.51	\$ 64.51
E-1950	DEADEND CLAMP ALUM. MEDIUM	4	EA	\$ 15.25	\$ 61.00
	E-0018 1/0 Preform SIDE TIE	1	0	\$ 2.57	\$ 2.57
E-0810	CLAMP TRNS. GRND TTC2	1	EA	\$ 4.68	\$ 4.68
E-0850	CLAMP GRD ROD CU 5/8	2	EA	\$ 1.84	\$ 3.68
E-0860	GROUND ROD CU. 8FT	6	EA	\$ 8.97	\$ 53.82
E-0840	COUPLING GRD ROD 5/8	4	EA	\$ 3.98	\$ 15.92
E-1460	CUTOUT 27KV 100 AMP	2	EA	\$ 81.77	\$ 163.54
					\$ 1,483.69





















# CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, APRIL 18, 2023 – 7:00 PM




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## MINUTES

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Invocation & Pledge of Allegiance to the Flag – **Scott Springs Chapel**

Roll Call

**COUNCIL MEMBERS PRESENT:** Mayor Matt Johnson, Vice Mayor Connie Butler, Council Member Ed Gaw, Council Member Steven Kelley, Council Member Thomas Smith

**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.

1. Linda Hobbs 1092 Buccaneer Blvd. GCS speaks to the Council concerning giving your name and address when speaking to the Council. Ms. Hobbs also speaks concerning the Code Enforcement Officer.
2. Rick Ott 1110 St. Johns Ave. GCS thanks Mr. Kennedy for addressing some concerns they spoke about. Mainly the riprap including the safety issue, the clean up around the footbridge, and the abandoned boats.
3. Joe Sobotta 212 North St. GCS speaks concerning the riprap and the cleaning around the footbridge and leaving the river alone.

## 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.

Vice Mayor Butler pulled item 4, Council Member Kelley pulled item 5, and City Manager Steve Kennedy pulled item 10.

**Motion to approve Consent Agenda items 1 through 18 minus 4, 5, and 10.**

Motion made by Council Member Smith, Seconded by Vice Mayor Butler.

Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

1. City Council approval of Certification of Unopposed Candidates for the 2023 Municipal Election. *Erin West*
2. City Council approval of, and authorization for the Mayor, City Attorney and City Clerk to execute Amendment 2 to the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Agreement No. WW1000420, extending the construction completion

date to March 15, 2024, and adding certain records retention and audit requirements, for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF). *Scott Schultz*

3. City Council approval of the agreement with Evans Media Source. *Kimberly Thomas*
4. City Council approval of Resolution No. R-05-2023, requesting the reduction of permit fees by St. Johns River Water Management District and the Florida Department of Environmental Protection. *Steve Thomas*  
Vice Mayor Butler asks if the wording should be less than.  
Assistant City Manager Mike Null advises it will be looked at and corrected.

**Motion to approve Consent Agenda item 4 with the corrected wording.**

Motion made by Vice Mayor Butler, Seconded by Council Member Smith.

Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

5. City Council approval of Purchase Order of \$20,000 for the Temporary Building Official, Plan Review and Inspection Services with Universal Engineering Services, LLC. *Michael Daniels*  
Council Member Kelley asks Development Services Director Michael Daniels how he thinks this will affect the timing of items being processed.  
Mr. Daniels advises it should not change the timing of items being processed.

**Motion to approve Consent Agenda item 5.**

Motion made by Council Member Kelley, Seconded by Vice Mayor Butler.

Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

6. City Council approval of the Public Service Recognition Week Proclamation. *Erin West*
7. City Council approval of the National Police Week Proclamation. *Erin West*
8. City Council approval of the Municipal Clerks Week Proclamation. *Erin West*
9. City Council approval of Pay Application #7 from EltonAlan, Inc. for construction of the Palmetto Trail Project in the amount of \$143,735.47 from the amended contract amount of \$1,546,336.05, leaving a balance of \$661,969.97. *Mike Null*

10. City Council approval of the revised CRA Interlocal Agreement. *Michael Daniels*  
City Manager Steve Kennedy updates the Council on the CRA and advises he would like this item held from the agenda while some items were still be worked out.

**Motion to delay Consent Agenda item 10 until further notice.**

Motion made by Vice Mayor Butler, Seconded by Council Member Smith.

Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

11. City Council approval of, and authorization for the Mayor to execute, the St. Johns River Water Management District (SJRWMD), Cost Share Agreement Contract # 36028, Contract

Amendment #4 moving the construction completion date of the Harbor Road Water Reclamation Facility Phase 2 Project from May 31, 2023 to September 28, 2023. **Scott Schultz**

12. City Council approval of the purchase of underground electric cable for inventory from American Wire Group in the amount of \$162,200.00 and Gresco in the amount of \$111,760.00 for a total amount of \$273,960.00. Staff are still working with other vendors on lead times and request the ability to amend the purchase if in the best interest of the city. **Scott Schultz**
13. City Council approval of, and authorization for the mayor to execute, Modification #1 to HMGP / FDEM Contract # 4283-55-A, Governors Creek Hardening Project, Utility Mitigation Phase II, with an award to the City of \$502,500.00 (75%) of the total project cost of \$670,000.00 to move the electric transmission lines crossing Governors Creek along US17 from overhead to underground. This modification extends the project timeline to March 31, 2026. **Mike Null**
14. City Council approval of Emergency Home Energy Assistance Program (EHEAP) Vendor Payment Agreement with Clay County Senior Services of Aging True. **Erin West**
15. City Council approval of 2/21/2023 Regular Session Minutes. **Erin West**
16. City Council approval of Amendment #2 to contracts with Patterson & Dewar and Toco Engineering for engineering services under Bid LC 2021-04 covering the period from April 21, 2023 through April 20, 2024. **Mike Null**
17. City Council approval of Amendment #2 to contracts for each of CHW, CPH, Jones Edmunds, Mittauer, Toco Engineering, and WGI for engineering services under Bid LC 2021-02 covering the period from April 21, 2023 through April 20, 2024. **Mike Null**
18. City Council review and approval of street closure requests, alcohol area request, and fee waiver requests for a Major Event, CalaVida Festival. **Michael Daniels**

### COUNCIL BUSINESS

19. City Manager & City Attorney Reports / Correspondence  
The City Manager and City Attorney made comments regarding various city activities, events, operations, and projects.  
  
City Manager Steve Kennedy advises the bids have come back in for the Form Base Code. Development Services Director Michael Daniels speaks to the Council concerning the bids and creating a selection committee. He would like to include one Council Member.  
Council Member Kelley advises he would be willing to be on the FBC Committee
20. City Council Reports / Correspondence  
The City Council made comments regarding various city activities, events, operations, and projects.

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Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:49 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

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Daniel M. Johnson, Mayor

Attest:

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Erin West, City Clerk



# CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, MAY 02, 2023 – 7:00 PM




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## MINUTES

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Invocation & Pledge of Allegiance to the Flag - **Chaplain Joseph Williams, CCSO**

Roll Call

**COUNCIL MEMBERS PRESENT:** Mayor Matt Johnson, Vice Mayor Connie Butler, Council Member Ed Gaw, Council Member Steven Kelley, Council Member Thomas Smith

**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.

1. Van Royal 3688 LaCosta Ct. GCS speaks about Public Service being honored this week and talks about the awards given last week for 2023 Celebrate Clay Awards. 11 of those awards were to people from Green Cove Springs. Mr. Royal speaks about the number of volunteers in the community and suggests recognizing those volunteers once a quarter.

### AWARDS & RECOGNITION

1. Proclamation - Public Service Recognition Week  
Mayor Johnson reads and presents the proclamation.
2. Proclamation - National Police Week  
Mayor Johnson reads and presents the proclamation.

### PRESENTATIONS

3. FMPA - May 2023 **Bob Page**  
Mr. Bob Page presents the May FMPA report.

### 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.

**Motion to approve Consent Agenda items 4 through 10 minus item 7.**

Motion made by Council Member Kelley, Seconded by Vice Mayor Butler.

Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

4. City Council approval of the Military Service Day Proclamation. *Erin West*
5. City Council approval of the National Safe Boating Week Proclamation. *Erin West*
6. City Council approval to surplus Police Boat # 142, a 1995 Cobia center console which has surpassed its useful life cycle. *Scott Schultz*
7. City Council approval of Walnut Street Roadway Plans and Parking lot between Palmetto Avenue and the St Johns River. *Michael Daniels*  
Van Royal 3688 LaCosta Ct. GCS speaks about the parking lot. Mr. Royal asks if the stormwater pond will be dry retention. Development Services Director Michael Daniels advises it is dry retention.  
Mr. Royal speaks about the pond and questions about putting it underground.  
Mr. Daniels advises the pond is in the plans due to future development and the stormwater already being complete for the future.  
Assistant City Manager Mike Null advises the pond is needed for the parking lot. In order to permit the parking lot Water Management wanted an overflow.  
Council discussion followed concerning the pond and parking lot.  
**Motion to approve Consent Agenda item 7.**  
Motion made by Council Member Kelley, Seconded by Vice Mayor Butler.  
Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith
8. City Council approval of Change Order #3 to EltonAlan, Inc. for construction of the Palmetto Trail Project in the additive amount of \$1,375.00 and three (3) days contract time. *Mike Null*
9. City Council approval to purchase a new grapple truck to replace truck #702 from Peterson Industries under Sourcewell contract # 040621-PII in the amount of \$203,438.77. *Steve Thomas*
10. City Council approval of the Mental Health Awareness Month Proclamation. *Erin West*

### COUNCIL BUSINESS

11. First Reading of Ordinance O-14-2023-property transfer from the City to DR Horton, Inc. related to the Rookery Development. *Michael Daniels*  
City Attorney Arnold reads Ordinance No. O-14-2023 by title.  
Development Services Director Michael Daniels speaks concerning the ordinance.  
Helena Cormier 3829 Woodbridge Crossing Ct. GCS asks what type of development DR Horton will be using this property for.  
Mr. Daniels advises this is the Rookery Development with an estimated 2100 homes.  
**Motion to approve the first reading of Ordinance O-14-2023, regarding the property transfer of 21.3 acres from the City to DR Horton, Inc.**  
Motion made by Vice Mayor Butler, Seconded by Council Member Smith.  
Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

12. City Manager & City Attorney Reports / Correspondence

The City Manager and City Attorney made comments regarding various city activities, events, operations, and projects.

City Manager Steve Kennedy speaks to the Governor’s Creek Boat ramp funding. Mr. Kennedy advises the legislature has appropriated \$1 million for Phase 1 of the project. Approving Resolution No. R-07-2023 will establish a Governors Creek Boat Ramp Oversight Committee. Council discussion followed concerning the resolution.

**Emergency motion to approve Resolution No. R-07-2023 relating to the Governor’s Creek Boat Ramp project.**

Motion made by Council Member Smith, Seconded by Vice Mayor Butler.

Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

13. 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 9:13 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

Daniel M. Johnson, Mayor

Attest:

Erin West, City Clerk



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session. **MEETING DATE:** 06/20/2023  
**FROM:** Steve Thomas  
**SUBJECT:** Approval of Task Order to Toco Engineering to modify and update the West Street Drainage Project plans in the amount of \$36,000. *Steve Thomas*

### BACKGROUND

City Council approved to bid the West St drainage project and staff received bids on April 10, 2023 at 10:00am. We had two bidders one Elton Allen Inc @ a lump sum number of \$2,176,936 and DB Civil Construction LLC of a lump sum bid of \$2,699,650 both bids were over budget and Council approved to accept the bid from Elton Allen, but they had to back out because their sub-contractor backed out on them.

At the June 6, 2023 Council Meeting, Council approved staff's recommendation to reject all bids and have the engineer further refine the scope of the project prior to rebidding. Staff is recommending approval of the attached task order to Toco Engineering to value engineer the construction plans and provide additional information in the bid documents.

### FISCAL IMPACT

**406-3036-5006307 - \$36,000.00**

### RECOMMENDATION

Approve of Task Order to Toco Engineering to modify and update the West Street Drainage Project plans in the amount of \$36,000.

# TASK ORDER

## PROFESSIONAL ENGINEERING SERVICES AGREEMENT

TASK ORDER NO.: 1-20-400 CHANGE ORDER #2

PURCHASE ORDER NO.: 2722707

PROJECT NAME: West Street Stormwater Rehab Design-City of Green Cove Springs

CITY: CITY OF GREEN COVE SPRINGS, a political subdivision of the State of Florida

PROJECT MANAGER: Steve Thomas, Assistant Public Works Director

CONSULTANT: Charles Sohm, Project Manager, Toco Engineering

CONSULTANT'S ADDRESS: 714 N. Orange Avenue  
Green Cove Springs, FL 32043

Execution of the Task Order by the CITY shall serve as authorization for the CONSULTANT to provide for the above project dated **8<sup>th</sup> day of June, 2023** 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.

### SCOPE OF WORK

DETAILED SERVICES AND TASKS FOR PROJECT OR STUDY

#### Value Engineering of Previous design for rebid of project:

- **Geotechnical exploration to assess unsuitable soils (budget \$10,000)**
- **Engineering services (\$26,000), including:**
  - **Utility coordination for water and wastewater facilities,**
  - **Redesign of Stormwater collection replacement to match existing,**
  - **Incorporation of newly installed Palmetto trail improvements within project alignment.**

The CONSULTANT shall provide said services pursuant to this Task 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 Task Order conflicts with said Agreement, the Agreement shall prevail.

**TIME FOR COMPLETION:** The work authorized by this Task Order shall be commenced upon receipt of a Purchase Order by the CONSULTANT and shall be completed within (**100**) calendar days from receipt of a Purchase Order by the CONSULTANT.

#### METHOD OF COMPENSATION:

(a) This Task 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

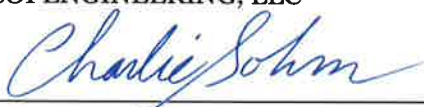
- (b) If the compensation is based on a "Lump Sum Basis," then the CONSULTANT shall perform all work required by this Task Order for the sum of **Thirty-six thousand dollars (\$36,000.00)** In no event shall the CONSULTANT be paid more than the "Lump Sum Fee" Amount.
- (c) If the compensation is based on an "Hourly Rate Basis" with a "Not-to-Exceed" Amount, then the CONSULTANT shall perform all work required by this Task Order for a sum not exceeding **DOLLARS (\$)** . The CONSULTANT'S compensation shall be based on the actual work required by this Task 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 Task 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 Task 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 Task 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 Task Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Task 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 Task Order on this 8th day of June 2023, for the purposes stated herein.

  
\_\_\_\_\_  
Witness

TOCOI ENGINEERING, LLC  
By:   
\_\_\_\_\_  
Charles N. Sohm, P.E.

  
\_\_\_\_\_  
Witness

CITY OF GREEN COVE SPRINGS  
By:   
\_\_\_\_\_  
Steve Thomas, Assistant Public Works Director  
Date: 6-12-23

# Proclamation

**WHEREAS**, it is an outstanding achievement for a Scout to attain the rank of Eagle Scout; and

**WHEREAS**, nationally only four percent of the young boys entering the Scouting Program reach this prestigious rank; and

**WHEREAS**, many of the experiences in the Scouting program teach leadership, self-respect and respect for his fellowman, which will benefit a Scout and the community in future years; and

**WHEREAS**, the rank of Eagle Scout requires the devotion of many hours of service to his family, church, and the community; and

**WHEREAS, EVAN CROOK** constructed trail markers to identify native plant species in Camp Chowenwaw; and

**WHEREAS, EVAN CROOK** has been a member of Troop 577 since 2019 earning 27 Merit Badges and served as Senior Patrol Leader and Patrol Leader. He continues to participate as an adult volunteer holding the position of Junior Assistant Scoutmaster; and

**WHEREAS, EVAN CROOK** recently graduated from Clay High as a Capstone Honor Program graduate where he was a 4 year varsity cross country runner, a 3 year varsity track distance runner, and earned the bilingual certification award. He also earned the Florida Bright Futures scholarship, the Clay Electric scholarship, and the Florida Association of Labor Union Women scholarship; and

**WHEREAS, EVAN CROOK** has recently been accepted into the Florida State Junior College for the Professional Pilot Technology Associate of Science Degree, where he will concurrently earn college credit, aviation certifications and flight training. He plans to pursue a career as a commercial pilot upon completion in 2 years.

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

**Section 1.** The City Council of Green Cove Springs hereby recognizes and congratulates **EVAN CROOK** for his achievement in reaching the rank of Eagle Scout.

**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 11TH DAY OF JULY, 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**



\_\_\_\_\_  
Constance W. Butler, Mayor

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

# Proclamation

**WHEREAS**, it is an outstanding achievement for a Scout to attain the rank of Eagle Scout; and

**WHEREAS**, nationally only four percent of the young boys entering the Scouting Program reach this prestigious rank; and

**WHEREAS**, many of the experiences in the Scouting program teach leadership, self-respect and respect for his fellowman, which will benefit a Scout and the community in future years; and

**WHEREAS**, the rank of Eagle Scout requires the devotion of many hours of service to his family, church, and the community; and

**WHEREAS, TYLER CROOK** constructed a display case, four display doors, and a protective barrier for windows at Camp Chowenwaw Museum; and

**WHEREAS, TYLER CROOK** has been a member since 2018 earning 31 Merit Badges and 2 Eagle Palms, and served as Senior Patrol Leader. He continues to participate as Troop Historian; and

**WHEREAS, TYLER CROOK** earned the Green Cove Springs Key to the City for his community service, was a NJROTC Cadet for 2 years, is a varsity swimmer, in Beta Club, National Honor Society, and National Technical Honor Society; and

**WHEREAS, TYLER CROOK** is currently attending Middleburg High School, where he will be a junior this fall and is an Electrical Technical Academy student. He attends St. John’s River State College pursuing an AA degree in engineering.

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

**Section 1.** The City Council of Green Cove Springs hereby recognizes and congratulates **TYLER CROOK** for his achievement in reaching the rank of Eagle Scout.

**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 11TH DAY OF JULY, 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**



\_\_\_\_\_  
Constance W. Butler, Mayor

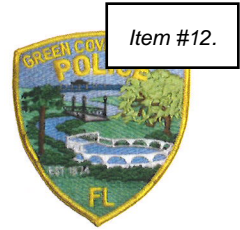
ATTEST:

\_\_\_\_\_  
Erin West, City Clerk





# 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.gcsdpd.com

The following is the official summary of activity conducted by members of the Green Cove Springs Police Department for the month of May 2023:

Total # Calls for Service: **1078**  
Total # Arrests: **31 (+4)**  
Total # Traffic Stops: **307 (-42)** Total # Citations: **146 (+12)** % Citations to stops: **48%**  
Total # Building and business security checks: **1,473 (+144)**  
Total # Police Related Services: **3,864 (+173)**  
Response Times: Priority 1: **4M 32sec** Priority 2: **1M 27 sec** Priority 3: **3M 53sec**  
Dispatch Phone Communication: 911 calls: **406** Non-Emergency calls: **394** Walk-In: **26**

### Marine Enforcement:

- 5/7 8 hrs patrol Marine Enforcement.
- 5/25 3 hrs placed buoys for Riverfest.
- 5/28 7 hrs patrol Marine Enforcement.
- 5/29 9 hrs patrol Marine Enforcement and Riverfest Fireworks.
- 5/30 2 hrs called out reference sailboat slipped anchor and up along docks at 14 St. Johns.
- 5/31 4 hrs towed sailboat from 14 St. Johns Ave and retrieved Riverfest Buoys.

### Red Light Camera Program:

Video Review:

Officer Gann reviewed 1,281 violations, approved 1,113 and rejected 168  
Sergeant Vineyard reviewed 0 violations, approved 0 and rejected 0

Total violations reviewed for the month: **1,281** Approval Rating: **86.89%**  
Total hours reviewing video: **12.44**

### Off Duty/Security Details:

GCSPD officers worked **18** security and off duty details in April in addition to normal duties.  
23 GCSPD officers worked the Riverfest Celebration  
2 School District officers worked details that GCSPD could not cover.

### Traffic complaints received/completed:

Location	Issue	# Officer # Times	Traffic Stops	Traffic Citations	Traffic Warnings	Parking Citations	Issue Y/N
1405 Walnut	Speed/School Kids	16	1	1	0	23	N
400 S Vermont	Speed	5	0	0	0	0	N

**\*\*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:**

2023--001134	Possession of Controlled Substance
2023001133	Simple Battery
2023-001107	Possession of Marijuana
2023-000818	Resist w/o Violence
2023-000882	Disorderly Intoxication
2023-001242	Marijuana possession over 20 grams.
2023-001233	Aggravated Assault with Deadly Weapon and Resisting Law Enforcement Officer
2023-001220	Trespass
2023-001158	Criminal mischief
2023-001296	Aggravated Battery/Pregnant female

**Notable Community Involvement Initiatives:**

Sergeant Graham spent time with a young man who he showed our old police car too and Office Lee assisted him in showing him the new Camaro.

Sergeant Hess escorted Angie Asdot at the Clay County Fallen Officer Memorial.

Sergeant Hess attended the First Presbyterian Church pancake dinner in Spring Park.

Officer Milliken and Van Hof participated in the Green Cove Springs Memorial Day Reading Program.

Many of our officers worked Food Truck Friday and Riverfest, interacting with adults and children at each event.

Sergeant Perry showed off her vehicle to several families and children during the month of May.

Officer. Rulon went to the Jr. High School to locate and check on a juvenile that he used to mentor while assigned as SRO at Charles E Bennet Elementary School.

Many of our officers attended or volunteered at the annual Chief Derek S. Asdot Memorial Golf Tournament.

**Notable Problem Oriented Policing Initiatives:**

Sergeant Graham observed that the gate going into the retention pond behind the police department was open and unsecure. He attempted to secure the gate but there was no chain or lock. He contacted Connie and asked if PW could bring a chain and lock to secure the gate.

Sergeant Graham observed the 35 mph speed limit sign at the governors creek bridge for southbound traffic had turned sideways. He contacted Connie and asked if PW could straighten the sign.

Officer Hernandez conducted traffic enforcement in the 500 block of N. Orange Ave.

Officer Morando advises that people are still living in the business of 115 Magnolia Avenue and 520 Magnolia Ave. He put another email into code enforcement.

Officer Newton identified that people were living in 524 N. Orange Avenue, a business in violation of city code. He contacted Code Enforcement.

Sergeant Perry has been trying to work with property owner, Bernard Niederman, to get no trespass signs properly placed at Magnolia Lane.

Sergeant Perry and Ofc. White placed No Trespass signs under the bridge at Governor's Creek after they discovered numerous homeless people living in that location.

Item #12.

Sergeant Perry's Squad worked a complaint reference kids, parents and traffic issues on Walnut Street reference to Charles E Bennet arrival and dismissal.

Sergeant Vineyard identified an issue with the City Limit sign on Green Cove Avenue and completed a work order.

Sergeant Vineyard, Ofc. Lee, Ofc. Arnold and Ofc. Hernandez attended police week in Washington D.C. representing the Department by assisting with Honor Guard duties.

**Notable Criminal Investigations Activity:**

Open Cases: 12      Cases Cleared by Arrest: 2      Called out: 1      Background completed: 3

**Significant Case Developments:**

2023-001219      Trespass warrant submitted for Trespass at Clay Theater. This is our suspect who damaged the war memorial.

2023-001174      Detective Patterson arrested a reckless driver for not having a driver's license.

2023-000793      Working with ATF on this case to obtain an arrest warrant for an individual illegally attempting to purchase firearms.

2023-001237      Called out in reference to this case. Involves a sexual battery where the victim is 12 years old. The suspect was arrested on multiple charges including 1st degree Sex. Battery charges. A full confession was obtained during the investigation.

Detective Camp has been working at St. John's Community College teaching classes.

Detective Patterson was instrumental in the successful Chief Derek S. Asdot Memorial Golf Tournament.

**Notable K-9 Activity:**

Apprehensions: 1      Training Sessions: 7      Total Time Training: 29.75 Hrs

K9 Searches: 4      #Finds: 1      #No Finds: 3

Mutual Aid Calls: 2

CCSO      CR 15A/NORTH RD

CCSO      SR 16W/E CR 16A

**Narcotics Finds: 1**

2023-001101      Paraphernalia

K-9 Officer Babcock Gave out two junior badges to kids at Food Truck Friday. Ofc. Babcock also spoke with several citizens about K-9 Grit. He let kids see Grit and allowed them to throw his toy to him a few times.

During Riverfest, Ofc. Babcock spoke to several citizens about K-9 Grit, took photos, and handed out junior badge stickers.

**Notable SRO Activity:**

Officer Henderson and Ofc. Reichenbach finished their school years.

Officer. Henderson graduated her first ever DARE Class.

Officer. Reichenbach dealt with a plethora of illegal vapes found on school property.

Officer Reichenbach made one felony arrest for possession of liquid THC on campus.

Item #12.

**Training:**

Sergeant Graham completed the Florida Leadership Academy.

Sergeant Hess and Sgt. Graham attended firearms instructor training.

Commanders Hines and Luedtke, with Sgt. Vineyard attended the FBI LEEDA Supervisors School

Officer Milliken attended Field Training Officer School and is our newest Field Training Officer

Sergeant Graham, Officers White, Donahue, Milliken attended Domestic Violence Training

Officer Reichenbach attended CIT Training.

**Chief's Activity:**

Meeting with the regional DCF supervisor.

Attended the annual county police memorial service in Orange Park.

Meeting with H.R. in reference to changing position descriptions and requirements.

Attended two City Council meetings.

One-on-One meeting with 2 members.

Attended lunch at the Elk's Lodge in honor of graduating students from Charles E. Bennett Elementary School.

Attended community meeting of the Magnolia West CDD.

Met with U.S. Senate candidate Grossman.

Attended Boys Scout fundraising dinner.

Attended lunch with the Green Cove Rotary Club.

Attended Green Cove Business League Lunch.

Attended Development meeting with the Vineyard Transitional Center.

Attended orientation meeting at the FBI Jacksonville office in reference to my attendance at the FBI National Academy.

Attended the First Coast Expressway Summit luncheon.

Attended the funereal service for a St. Johns County Sheriff's Deputy.

Worked the Riverfest event.

Reviewed/Approved By  
Chief of Police  #673 6/8/23



# 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](http://www.greencovesprings.com)

## MEMORANDUM

To: Steve Kennedy, City Manager  
From: Development Services Department  
Date: June 1, 2023  
Subject: Monthly Planning, Code Enforcement and Building Report for May, 2023

### **PLANNING**

In **May**, two new business license was issued:

1. **Dreamette Green Cove Springs**
2. **A1 Pavimento**
3. **Sunrise to Sunset LLC (owner change)**
4. **Pelican's Snoballs (owner change)**

Total Business Tax Revenue for **May** were **\$200.00**.

During the month of May, Staff:

- Approved the Preliminary Plat and Improvement Plan for the Rookery Phase 1 Development
- Completed the Property Transfer of the FTC property between the Rookery and the City Approved the Mobility Ordinance
- Adopted the Community Redevelopment Area Redevelopment Plan for the Downtown Area
- Began or continued reviewing the following site development plans:
  - **Dollar Tree Plaza** (to add two commercial outparcels, modify parking, and modify landscaping),
  - **Habitat for Humanity Office building** on West Street
  - **Office/Warehouse Building** on Green Cove Avenue
- Completed **19 lien search requests**, and **2 permit applications**.
- Revenues for Planning related fees for **May** were **\$5,367.37**.

### **CODE ENFORCEMENT**

In May, there were thirty new enforcement complaints filed. Voluntary compliance was achieved for fifteen of the cases resulting in case closure. For Fiscal Year 2022-2023, Code Enforcement has collected \$9,675.00 in Code Enforcement fines.

Month of May courtesy notice of violation/notice of violation.

- 15 of 30 courtesy notices of violation/notice of violation complied which led to 50% compliance.

- 14 cases from courtesy notice of violation lead to notice of violation.
- 4 of 14 notices of violation voluntary compliance was achieved resulting in case closure.
- 27 of 30 cases complied on May 17<sup>th</sup> Special Magistrate Hearing.
- One hundred dollars collected for administrative fee.

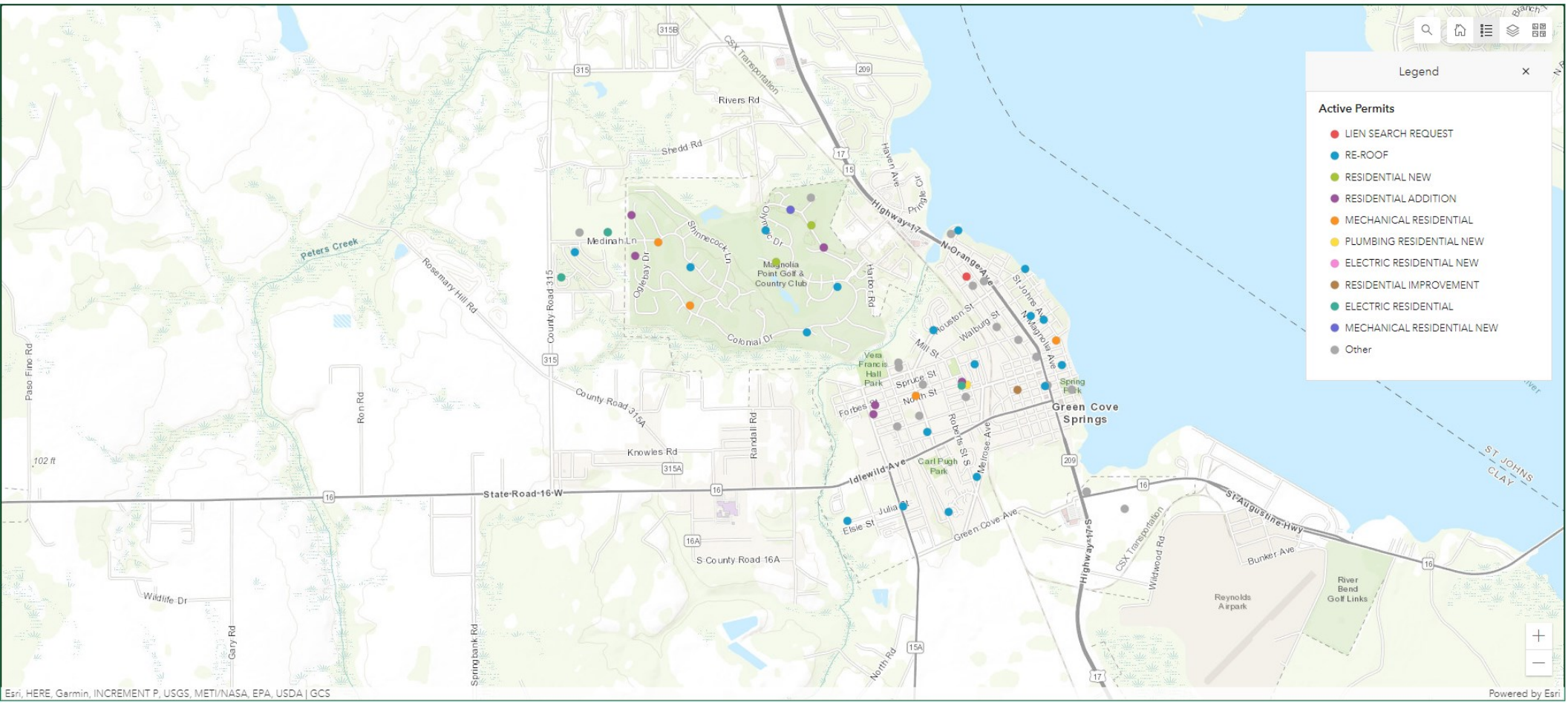
**BUILDING**

Building permit activity increased from April to May. The total number of building permits issued in May was 58 compared to 39 in April. Permit activity for May 2023 decreased by 13% from May 2022.

Revenues for Building related fees for May was \$10,187.

May 2023 PERMIT SUMMARY	
RESIDENTIAL NEW	0
COMMERCIAL NEW	0
RESIDENTIAL ADDITION	7
COMMERCIAL ADDITION	0
RESIDENTIAL REMODEL / IMPROVEMENT	0
COMMERCIAL REMODEL / IMPROVEMENT	1
DEMOLITION	0
SIGNS	0
POOLS	0
RE-ROOFING	16
FENCES	6
MECHANICAL / ELECTRICAL / PLUMBING	27
OTHER PERMITS	1
<b>TOTAL PERMITS ISSUED</b>	<b>58</b>







## ELECTRIC DEPARTMENT

### Significant activities for the month of May 2023

- 21 Streetlights repaired
- 6 Permanent meter installed
- 1 Reverse solar meter installed
- 1 Meter removed
- 4 Poles replaced
- 13 Poles removed
- 13 New poles installed
- 5 Voltage check
- 2 Surge suppressors installed
- 1 Service removed for demolition

### **In addition to the activities listed above, the Electric Department also:**

- Conducted daily morning safety meetings.
- Conducted daily truck inspections.
- Trimmed limbs and vines from power lines and poles.
- Unloaded transformers and supplies when they came in.
- Inspect/locate ROW permits.
- Conduct warehouse inventory/order supplies.
- 1408 N. Orange Ave., de-energized 2 pot bank for meter can replacement.
- 310 Bayard Rd., replaced arrestor and jumper due to pole fire.
- Magnolia Point, change hand holes, junction connections and 2 concrete pads for transformers.
- 411., S. Palmetto Ave., installed triplex and u-guard.
- 1009 Bunker Ave., change out crossarm to fiberglass.
- 1999 Medinah Ln., replaced arrestors, after confirming no damage to the meter socket.
- 3507 Grand Victoria Ct., replaced secondary hand hole.
- Spring Park., installed URD power to the park.
- 3029 US 17 N., changed out x-arm to fiberglass and move to top of the pole.
- 406 Palm St. repaired broken secondary neutral.



**During the month of May, the Electric Department responded to the following outages:**

05/04/2023 – Between 8:13 a.m. – 10:00 a.m., 313 Vermont Ave., roofer got connections together burnt down service, replaced wires, 2 customers affected.

05/10/2023 – Between 4:00 p.m. – 5:00 p.m., 3085 Anderson Rd., blown transformer fuse by squirrel, 1 customer affected.

05/18/2023 – Between 9:30 a.m. – 11:00 a.m., 1 Bunker Ave., transformer fuse replaced, 1 customers affected.

05/22/2023 – Between 3:15 p.m. – 5:00 p.m., 2972 Majestic Oaks Ln., storm lightning damaged transformer, 6 customers affected.

05/23/2023 – Between 5:45 p.m. – 8:15 p.m., 105 St Johns Ave ., damaged transformer replaced, 4 customers affected.

05/25/2023 – Between 6:00 p.m. – 8:00 p.m., 401 Highland Ave., jumper felt out of connections, 60 customers affected.

05/30/2023 – Between 11:00 a.m. – 11:39 p.m., 3248 & 3272 CR 209, blown transformer fuse by squirrel, 1 customer affected.

## Electric Utility Top Consumption Customers (kwh/meter) for May:

<b>NAME</b>	<b>SERVICE ADDRESS</b>	<b>KWH</b>	<b>AMOUNT</b>
Clay County Jail	901 N. Orange Ave.	216,840	\$ 26,310.02
St. Johns Landing	1408 N. Orange Ave.	209,550	\$ 27,710.60
Winn Dixie Stores, Inc	3260 Hwy. 17 N.	190,200	\$ 22,945.00
Kindred Health	801 Oak St.	161,800	\$ 19,606.00
Permabase Building Products	1767 Wildwood Rd	138,720	\$ 16,846.00
Tamko Roofing Products	914 Hall Park Rd.	119,680	\$ 16,560.40
BD Of Public Instruction	2025 State Road 16	113,800	\$ 16,300.00
BD Of County Commissioner	825 N. Orange Ave.	107,200	\$ 14,383.00
Clay County Court House	825 N. Orange Ave.	100,800	\$ 12,279.60
Governors Creek #436	803 Oak St.	78,800	\$ 9,990.00
City of Green Cove Springs	1277 Harbor Road	76,080	\$ 8,895.20
Wen South LLC/Wendy's FL.	3266 Highway 17	76,080	\$ 9,650.00
City of Green Cove Springs	Set Street Lights	66,392	\$ 8,974.92
Duval Asphalt Products, Inc.	1921 Jersey Ave	62,400	\$ 11,345.00
Garber Realty/GMC	3340 Highway 17	59,360	\$ 7,656.40
BD Of County Commissioner	477 Houston St (dmv)	57,440	\$ 7,604.40
Coral Ridge Foods	1165 N Orange Ave.	55,920	\$ 6,934.80
VAC-CON	954 Hall Park Rd.	54,320	\$ 6,991.20
BD Of Public Instruction	801 Center St	53,120	\$ 7,028.40
BD Of Public Instruction	1 N Oakridge Ave	52,800	\$ 7,776.80
Ammcon Corp.	1503 County Road 315 Ste 201	49,500	\$ 6,930.50
Pegasus Technologies	932 Pilot Dr Hanger 3 & 4	48,840	\$ 6,381.80
BD Of Public Instruction	Clay High School	46,560	\$ 6,815.60
Race Trac Petroleum, Inc.	3106 Highway 17	44,720	\$ 5,439.20

## **Electric Utility Department Capital Projects:**

### **Pole top switch replacement**

This project began 09-18-2019 with the installation of switches at Governors Creek for restoration plan if isolation of north feeder across Governors Creek Bridge during extreme emergencies. Project is now in the inspection and evaluation process involving Chapman 2 extension to Harbor Rd and load transfer of Chapman 1 to Chapman 2.

### **13kV to 23kv Conversion – US17 from Harbor Road to CR 315**

Planning for this project has begun. This project will continue the Chapman 1 and Chapman 2 circuits north of Harbor Road to provide capacity and reliability for existing and future customers north of Governors Creek. Materials for this project are being funded by a DEO Grant. Materials have started arriving and we are installing the material as it arrives.

### **Governors Creek Hardening Project**

This project will allow the overhead conductor crossing Governors Creek to be placed underground from Grove Street to Harbor Road. This project has been split into two phases: (1) design and permitting and (2) construction. It is being 75% funded by a FEMA HMGP grant. Phase 1 is complete. The project is now being evaluated by FDEM and FEMA funding for the construction phase. Once funding is in place and a contract is executed, bidding and construction should take approximately 9 months. This project will also support to extension of Chapman 1 and Chapman 2 circuits north of Governors Creek to provide additional capacity and reliability for all customers north of Governors Creek.





## Public Works Monthly Executive Summary May 2023

### **Street Department**

During the month of May, The Street Department has been busy throughout the city. Additional activities included:

- Trim back limbs and vegetation on the city rights-of-way.
- Stormwater project completed in Olive Street area.
- Setup for traffic control for Food Truck Friday, May 5th.
- Setup for traffic control for Third Saturday Market in the Park, May 20<sup>th</sup>.
- Prep Public Works compound for construction.

The Street Department completed 19 additional work orders that pertained to street and stormwater issues.

### **Parks Department**

During the month of May, the Parks Department mowed, trimmed, and edged all areas one time including the DOT rights-of-way, all City rights-of-way, City Parks, and FCT property. Additional activities included:

- Monthly playground equipment inspection and necessary repairs.
- Clean storm drains City Wide.
- Cleaned the pool 3 times.
- Preparation for the 2023 Annual Riverfest Festival.
- Pressure-washed the pool deck and furniture to prepare for pool opening on May 5<sup>th</sup>.

The Parks Department completed 1 additional work orders outside of their normal daily work schedules.

### **Equipment Maintenance**

The Equipment Maintenance Shop, as always, works hard to keep the equipment and vehicles going so the city can continue to provide our citizens with the exceptional service they are accustomed to. During the month of May, Danny, John, and Donald completed 74 work orders.

### **Tradesworker**

During the month of May, **32** work orders were completed.

## Solid Waste Department

Cove Life, Litter Cleanup Program & New Services:

- Picked up everything around the rollout cans.
- Picked up as much loose trash, palm fronds, and sticks as possible on the streets, along the R.O.W. and ditches regardless of if it is near a container or not.
- Delivered 6 trash cans and 6 recycle bins to new customers.
- Delivered 6 recycle bins to current customers.
- Repaired 6 trash cans.
- Replaced 19 trash cans.

This month May, the city collected:

- **299.40** tons of Class I garbage (3% decrease)
- **16.39** tons of recycling (14% increase)
- **120.65** tons of yard waste (8% decrease)
- **8.72** tons of white goods and other junk
- **88.12** tons Sludge
- **0 tons Street Sweeping**

For comparison during May 2022, the city collected:

- **307.70** tons of Class I garbage
- **14.39** tons of recycling
- **130.69** tons of yard waste
- **19.14** tons of white goods and other junk
- **165.14** tons Sludge
- **0 Street Sweeping**

## Water/Wastewater

- W/WW crews/management had personal interaction with several citizens regarding water/sewer issues.
- Contacted all customers on water and irrigation “Highest Users” report that had unusual consumption (not usually on report)
- Staff continues to refine the scope and financials of the consolidated AWWTP, expanded reclaimed water system, wastewater collection system improvements and water system capital improvements to obtain maximum grant potential, optimize loan conditions and minimize impact to customers.
- W/WW/RW Projects;
  - Design of the improvements to the city’s wastewater treatment system (all phases) is complete. In order to maximize grant opportunities, the initial construction phase was split into two pieces, for a total of four phases;
    - Phase I is construction of the on-site reclaimed water system (storage tanks, high service pumps, electrical) at the existing Harbor Road Facility, and rehabilitation of Master Lift Stations #2 and #4. This phase went out to bid in January in two parts – plant reclaimed water improvements & lift station #2 &

#4. **Construction was completed in June 2020.** The total Phase I cost is \$6,120,600. Staff received \$4,063,425.00 in “Principal Forgiveness” (grant) from FDEP (SRF).

- Phase II:
  - Construction of the new 1.25 million gallon per day (MGD) advanced wastewater treatment plant (AWWTP) at the Harbor Road site.  
**Construction approximately 75% complete**
- Phase III:
  - A new force main from Lift Station #2 diverting the sewage from the South Plant to Harbor Road (all sewage generated in the City will be treated at the new Harbor Road AWWTP).
  - Decommissioning and “mothballing” of the South Wastewater Treatment Plant. The permit will remain in place and the plant could be re-commissioned at a later date depending on future activities at the Reynolds site.
- Phase IV (future – determined by growth) is a second identical 1.25 MGD AWWTP built at the Harbor Road site. An alternative would be construction of this train at the South Plant site in Reynolds Park if the southern /Reynolds portion of our service territory is where significant growth occurs
- Phase V (future – determined by growth) is a third identical 1.25 MGD AWWTP built at the Harbor Road or Reynolds site.
- Sanitary Sewer Evaluation Survey (SSES) of the Core City wastewater collection system is **complete**, including Mittauer final report. Staff utilizes this data daily in evaluating collection system repairs and requests for sewer connections.
- Continuing to work with FDOT and Clay County on utility relocations associated with the First Coast Expressway and Clay County road expansions (CR 315 & CR 209 / Russel Road).
- **Senate Bill 64:** In 2021 the Florida Senate approved SB 64, which requires wastewater treatment plants to eliminate surface water discharges by 2035, which has become a significant financial burden to utilities. This requires the city to eliminate effluent discharge from the Harbor Road and South wastewater treatment plants to the St. Johns River. While the city has been implementing reclaimed water projects for several years, there are not enough uses to take all of the city’s treated wastewater. In November 2021 the city submitted to FDEP a plan as to how surface water discharges will be eliminated.

#### Potable Water:

- Staff and Mittauer have completed a full review of the future capital needs of the water system. A comprehensive capital improvement program (CIP) has been developed as part of the Water Master Plan. As in the past, the timing of many of these improvements is driven by future activities in Reynolds Industrial Park and other areas of our service territory. The city has received an FDEP – SRF loan for Planning and Engineering of several of the CIP improvements so that as the need for the improvements occur, the City is ahead of the game and can apply very quickly to SRF for actual construction dollars as “shovel-ready” projects. The total design project cost is \$356,800.00, with a \$178,400.00 (50%) principal forgiveness (grant), leaving an actual loan of \$180,100.00.
- Reynolds Water System Improvements:
  - New water mains along two primary streets to remedy fire hydrants that were inadequate.
  - New 12” water main crossing under SR 16 to replace aging mains that endanger the integrity of the road. This eliminated four existing crossings.

- New water main along Red Bay Road eliminating existing aging and leaking pipes. In addition remediating fire hydrants that were inadequate.
- New water main and sewer force main extension from Reynolds Park to and across the MOBRO complex. This extension is designed to supply water, fire protection & sewer needs to MOBRO and future developments to the east.
- **Completed September 2021**

South Service Territory Improvements:

- New 12” water main loop from US17 along CR 209 S to the existing 12” water main that terminated at 4600 CR 209 S. This also included a new 4” sewer force main from US 17 along CR 209 S to the First Coast Expressway crossing. **Completed September 2021**
- The City has received grants from the State of Florida Hazard Mitigation Grant Program (HMGP) to install auxiliary generators at 17 sewage lift stations, and install generators / raise infrastructure at four additional stations. The grant funds 75% of the improvements. **Approximately 99% complete**
- Continued remediation of malfunctioning or out-of-service hydrants.
- Operated and maintained the Harbor Rd. and South Wastewater Treatment Plants as well as the Harbor Rd. and Reynolds Water Treatment Plants to meet the requirements of Regulatory Agencies.
- Continued to make process control adjustments at the Harbor Rd. and South WWTP in efforts to further lower Total Nitrogen and Total Phosphorus levels being discharged to the St. Johns River.
- Continued landscape maintenance at Water and Wastewater Treatment Facilities as well as lift stations.
- Continued preventative maintenance on all treatment facility generators.
- Completed 2 new services.
- Completed 54 water related work orders.
- Completed 19 sewer related work orders.
- Responded to 184 utilities locate requests.

**TOP 10 WATER CUSTOMERS MAY 2023**

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	Sheriff’s Department	1	Sheriff’s Department
2	Premier Surface Design LLC	2	Premier Surface Design LLC
3	Kindred Health	3	Kindred Health
4	Clay Port INC	4	Clay County Court House
5	Clay County Court House	5	Governors Creek #436
6	Governors Creek#436	6	Clay Port INC
7	Springs Coin Laundry	7	Springs Coin Laundry
8	Connie L. Holder 203 Citizen St.	8	Clay Port INC
9	Wiggins Construction	9	Vac-Con
10	Diamond Assisted Living	10	Vac-Con



## TOP 10 IRRIGATION CUSTOMERS MAY 2023

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	Sheriff's Department	1	Sheriff's Department
2	Permabase Building Products	2	Mobro MarineINC
3	Mobro Marine INC	3	Permabase Building Products
4	Magnolia Point Investments	4	AMH Development NON RES
5	Magnolia Point Association	5	Magnolia Point Investments
6	AMH Development Non Res	6	Magnolia Point Association
7	Green Cove Springs Junior High	7	Green Cove Springs Junior High
8	Vallencourt Construction	8	Vallencourt Construction
9	Stephen Williams	9	Race Trac Petroleum INC
10	Race Trac Petroleum INC	10	Edgewater Landing HOA of Clay

## TOP 10 SEWER CUSTOMERS MAY 2023

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	St. John's Landing	1	St John's Landing
2	Sheriff's Department	2	Sheriff's Department
3	Premier Surface Design LLC	3	Premier Surface Design LLC
4	Kindred Health	4	Kindred Health
5	Clay Port INC	5	Clay County Court House
6	Clay County Court House	6	Governors Creek #436
7	Governors Creek#436	7	Clay Port INC
8	Springs Coin Laundry	8	Spring Coin Laundry
9	Connie L Holder	9	Diamond Assisted Living
10	Wiggins Construction CO	10	Vac-Con

## Wastewater Plant Capacity Status

### South Plant: TMDL Capacity 0.350 MGD\*,

- Current Loading 0.250 MGD\*, 72% Capacity (April 2023 Annual Average)
- Current & Committed (.065) Loading 0.316 MGD\*, 90% Capacity
- Current, Committed (.065) & Requested (0.40) Loading 0.369 MGD\*, 102% Capacity

### Harbor Road: TMDL Capacity 0.650 MGD\*

- Current Loading 0.480 MGD\*, 75% Capacity (April 2023 Annual Average)
- Current & Committed (0) Loading 0.483 MGD\*, 75% Capacity
- Current, Committed & Requested (0) Loading 0.483 MGD\*, 75% Capacity

\*MGD = Million Gallons per Day

Note: No Reynolds growth or loading projections included in above.