

# CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, SEPTEMBER 07, 2021 – 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 Chad Weeks, Russell Baptist Church**

Roll Call

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

### AWARDS & RECOGNITION

1. Proclamation: Lineman Appreciation Day
2. Proclamation: Patriot Day

### PUBLIC HEARINGS

- [3.](#) Public Hearing and approval of Final Assessment Resolution No. R-16-2021, a Resolution relating to the reimposition of Solid Waste Service Assessments in the Magnolia West Assessment Area, Approving the Solid Waste Assessment Roll; and Confirming the Initial Assessment Resolution. **Marlena Guthrie**
- [4.](#) Public Hearing and approval of Final Assessment Resolution No. R-17-2021, a Resolution relating to the reimposition of Stormwater Management Service Assessments against real property within the City of Green Cove Springs; Approving the Stormwater Assessment Roll; and Confirming the Initial Assessment Resolution. **Marlena Guthrie**
- [5.](#) First Public Hearing and approval of Resolution No. R-18-2021 adopting the Tentative Millage Rate for Fiscal Year 2021/2022 and set September 21, 2021 at 7:00 p.m. as the final hearing date. **Marlena Guthrie**
- [6.](#) First Public Hearing on the Fiscal Year 2021/2022 Annual Operating Budget and approval of Resolution No. R-19-2021 adopting the Tentative Annual Operating Budget for Fiscal Year 2021/2022 and set September 21, 2021 at 7:00 p.m. as the final hearing date. **Marlena Guthrie**



- [7.](#) First Public Hearing on the Five Year Capital Improvement Plan for Fiscal Year 2022/2026 and approval of Resolution No. R-20-2021 adopting the Tentative Capital Improvement Plan for Fiscal Year 2022/2026. **Marlena Guthrie**
- [8.](#) First Reading of O-15-2021, an ordinance amending the Future Land Use from MUH, Mixed Use Highway, to RHD, Residential High Density, for property located in the 1300 Block of Energy Cove Court for approximately 9.4 acres. **Michael Daniels**
- [9.](#) First Reading of O-16-2021, an ordinance Rezoning from C-2, General Commercial, and M-2, Industrial, to R-3 Residential High Density for property located in the 1300 Block of Energy Cove Court for approximately 9.4 acres. **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.

- [10.](#) City Council approval to purchase a 2021 F-250 work truck from the Florida Sheriff's bid # 18-VEL 26.0, in the total amount of \$40,222.00 from Duval Ford and to surplus truck # 954, a 2004 Dodge which has far outlived its useful life. **Scott Schultz**
- [11.](#) City Council approval of, and authorization for the Mayor to execute, Disbursement Request #4, in the amount of \$341,701.95 for construction of the Advanced Wastewater Treatment Plant (AWWTP), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420 in the total amount of \$15,426,644.33. **Scott Shultz**
- [12.](#) City Council approval of the School Safety Interlocal Agreement among the School Board of Clay County, Florida; the City of Green Cove Springs, Florida; and the Green Cove Springs Police Department. The agreement pertains to the School Resource Officer and Emergency Communications Officer services. **Derek Asdot**
- [13.](#) City Council approval of the Patriot Day Proclamation. **Erin West**
- [14.](#) City Council approval of, and authorization for the mayor to execute, HMGP / FDEM Project # 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. **Mike Null**
- [15.](#) City Council approval of Final Contractor's Pay Request #2 in the amount of \$29,417.00 to Brooks Building Solutions for Bid # 2021-09 in the total amount of \$58,834.80 for installation of generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R. This project includes 75% grant funding from HMGP. **Scott Schultz**



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- [16.](#) City Council approval of funding in the amount of \$29,303.93 to Jax Utilities Management for manhole and asphalt repair for four manholes on SR 16, and one manhole on US 17, piggybacking on City of Jacksonville Contract # 8258-19. **Scott Schultz**
- [17.](#) City Council approval for staff to continue moving forward with the Governor's Creek Boat Ramp project to include coordination with FDOT, Clay County, Design, Engineering and Construction. **Steve Kennedy**
- [18.](#) City Council review and approval of Resolution R-24-2021, a resolution endorsing and conceptually approving the land exchange of ±5.18 acres of property within the proposed Ed Gustafson Regional Park for ±8.01 acres of property within the Ayrshire Development, 016515-000-00. **Michael Daniels**
- [19.](#) City Council approval of Minutes from 8/17/2021 Special Session. **Erin West**
- [20.](#) City Council approval of a Pay Application # 3 from KBT Contracting Corp in the amount of \$55,065.43 for design & build out of ASACC classroom for AMikids. **Steve Thomas**

### COUNCIL BUSINESS

- [21.](#) FMPA - September 2021 **Bob Page**
22. City Manager & City Attorney Reports / Correspondence
23. 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:** Regular Session **MEETING DATE:** September 7, 2021  
**FROM:** Marlena Guthrie, Finance Director  
**SUBJECT:** Public Hearing and approval of Final Assessment Resolution No. R-16-2021, a Resolution relating to the reimposition of Solid Waste Service Assessments in the Magnolia West Assessment Area, Approving the Solid Waste Assessment Roll; and Confirming the Initial Assessment Resolution.

### BACKGROUND

The City duly passed City Ordinance No. O-04-2016 on April 5, 2016. A copy of the Staff Report in support of such Ordinance is attached hereto for explanatory purposes. The City also has passed Resolution No. R-11-2021 (copy attached), which was the next step in the legal process to authorize the collection of solid waste and recyclable material assessments within the Magnolia West Subdivision. This Final Assessment Resolution is the next step in that process and must be adopted following the public hearing. Staff and outside legal counsel recommend passage of the subject Resolution as outlined herein. This is our sixth year of collecting Solid Waste Service Assessments yearly rather than monthly.

### FISCAL IMPACT

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

### RECOMMENDATION

Approve Resolution No. R-16-2021, a Resolution which authorizes the City to collect Solid Waste Assessments within the Magnolia West Subdivision.



**RESOLUTION NO. R-16-2021**

**A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS WITHIN THE MAGNOLIA WEST ASSESSMENT AREA IN THE CITY OF GREEN COVE SPRINGS, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY LOCATED THE MAGNOLIA WEST ASSESSMENT AREA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021; APPROVING THE RATE OF ASSESSMENT; APPROVING THE UPDATED SOLID WASTE ASSESSMENT ROLL; CONFIRMING THE PRELIMINARY RATE RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council (the "Council") of the City of Green Cove Springs, Florida (the "City"), has enacted Ordinance No. O-04-2016, as codified in Article VII, Chapter 78 of the Green Cove Springs Code of Ordinances (the "Code"), which authorizes the imposition of annual Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection services, facilities and programs against certain Residential Property within the City;

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

**WHEREAS**, the City Council desires to reimpose an assessment program for Solid Waste and Recyclable Materials collection services, facilities and programs within the Magnolia West Assessment Area using the tax bill collection method for the Fiscal Year beginning on October 1, 2021;

**WHEREAS**, the Council, on July 20, 2021, adopted Resolution No. R-11-2021 (the "Preliminary Rate Resolution"), containing a brief and general description of the Solid Waste and Recyclable Materials collection services, facilities and programs to be provided to Residential Property, describing the method of apportioning the Solid Waste Cost to compute the Solid Waste Service Assessment for Solid Waste and Recyclable Materials collection services, facilities and programs against Residential Property, designating a rate of assessment, and directing preparation of the Solid Waste Assessment Roll and provision of the notice required by the Code;

**WHEREAS**, in order to reimpose Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2021, the Code requires the City to adopt an Annual Rate Resolution, during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the Solid Waste Assessment Roll for the upcoming Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties;



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

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

**WHEREAS**, a public hearing was held on September 7, 2021, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

**SECTION 1. AUTHORITY.** This resolution is adopted pursuant to the Code; Resolution No. R-09-2016, as amended (the "Initial Assessment Resolution"); Resolution No. R-14-2016 (the "Final Assessment Resolution"); the Preliminary Rate Resolution; Article VIII, Section 2(b), Florida Constitution; the Charter of the City of Green Cove Springs; sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

**SECTION 2. DEFINITIONS AND INTERPRETATION.**

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

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

(C) Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise

**SECTION 3. CONFIRMATION OF PRELIMINARY RATE RESOLUTION.** The Preliminary Rate Resolution is hereby confirmed.

**SECTION 4. REIMPOSITION OF SOLID WASTE COLLECTION AND DISPOSAL ASSESSMENTS.**

(A) The Tax Parcels of Residential Property included in the Solid Waste Assessment Roll are hereby found to be specially benefited by the provision of Solid Waste and Recyclable Materials collection services, facilities and programs described in the Preliminary Rate Resolution



in the amount of the Solid Waste Service Assessment set forth in the updated Solid Waste Assessment Roll.

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

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

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

(E) For the Fiscal Year beginning October 1, 2021, the Solid Waste Cost of \$119,700.00 shall be allocated among all parcels of Residential Property within the Magnolia West Assessment Area, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels. An annual rate of assessment equal to \$228.00 is hereby approved for each Dwelling Unit for the Fiscal Year beginning October 1, 2021. Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection and disposal services, facilities and programs in the amounts included in the Solid Waste Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Residential Property in the Magnolia West Assessment Area.

(F) Any shortfall in the expected Solid Waste Service Assessment proceeds due to any reduction or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments.

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

(H) The Solid Waste Service Assessments shall constitute a lien upon the Residential Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for



Solid Waste Service Assessments shall be deemed perfected upon adoption by the City Council of this Annual Rate Resolution. Upon perfection, the lien for Solid Waste Service Assessments collected under the Uniform Assessment Collection Act shall attach to the property included on the roll as of the prior January 1, the lien date for ad valorem taxes.

#### **SECTION 5. APPROVAL OF SOLID WASTE ASSESSMENT ROLL.**

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

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

(C) The Solid Waste Assessment Roll, as herein approved, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Code. The Solid Waste Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

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

**SECTION 6. EFFECT OF ADOPTION OF RESOLUTION.** The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the Solid Waste Assessment Roll and the levy and lien of the Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection and disposal services, facilities or programs) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Rate Resolution.

**SECTION 7. EFFECTIVE DATE.** This Annual Rate Resolution shall take effect immediately upon its passage and adoption.

**DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 7th DAY OF SEPTEMBER, 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

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Edward Gaw, Mayor



Resolution No. R-16-2021  
Page 5 of 11

**ATTEST:**

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Erin West, City Clerk

**APPROVED AS TO FORM ONLY:**

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L. J. Arnold, III, City Attorney



Resolution No. R-16-2021  
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## **APPENDIX A**

### **AFFIDAVIT REGARDING NOTICE MAILED TO PROPERTY OWNERS**



### **AFFIDAVIT OF MAILING**

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

1. Steve Kennedy as City Manager of the City of Green Cove Springs, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with Article VII, Chapter 78 of the Green Cove Springs Code of Ordinances (the "Assessment Ordinance") and in conformance with the Preliminary Rate Resolution adopted by the City Council on July 20, 2021 (the "Preliminary Rate Resolution").

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



Resolution No. R-16-2021  
Page 8 of 11

3. On or before August 17, 2021, Mr. Kennedy directed the mailing of the above-referenced notices in accordance with Section 78-206 of the Assessment Ordinance and the Preliminary Rate Resolution by First Class mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Clay County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANT SAYETH NOT.

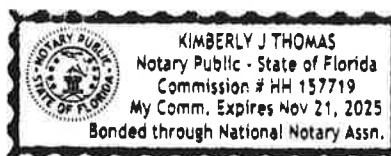
*Steve Kennedy*  
Steve Kennedy, affiant

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 31st day of August, 2021 by Steve Kennedy, City Manager, City of Green Cove Springs, Florida. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

*Kimberly J Thomas*  
Printed Name: Kimberly J Thomas  
Notary Public, State of Florida

My Commission Expires: Nov. 21, 2025  
Commission No.: HH 157719





Resolution No. R-16-2021  
Page 9 of 11

**APPENDIX B**  
**PROOF OF PUBLICATION**



## PUBLISHER AFFIDAVIT

CLAY TODAY  
Published Weekly  
Orange Park, Florida

STATE OF FLORIDA  
COUNTY OF CLAY:

Before the undersigned authority personally appeared Jon Cantrell, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Orange Park in Clay County, Florida; that the attached copy of advertisement Being

## NOTICE OF HEARING

in the matter of

SOLID WASTE SERVICE

LEGAL 48219 Order 279199

was published in said newspaper in the issues

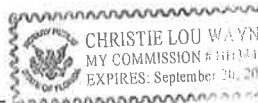
AUG 12, 2021

Affiant further says that said "Clay Today" is a newspaper published at Orange Park, in said Clay County, Florida, and that the said newspaper has heretofore been continuously published in said Clay County, Florida, weekly, and has been entered as Periodical material matter at the post office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*Jon Cantrell*

Sworn to me and subscribed  
before me this 12TH day of AUGUST, 2021

*Christie Lou Wayne*  
NOTARY PUBLIC, STATE OF FLORIDA



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

Notice is hereby given that the City Council of the City of Green Cove Springs, will conduct a public hearing to consider reimposing Solid Waste Service Assessments against certain Improved residential properties located within the Magnolia West assessment area of the City, as shown below, for the fiscal year October 1, 2021 - September 30, 2022 and future fiscal years to fund the cost of solid waste and recyclable materials collection services, facilities, and programs, provided to such properties and to authorize collection of such assessments on the tax bill.

The hearing will be held at 7:00 p.m. on September 7, 2021, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk, Erin West, (904) 297-7500, ext. 3307, at least three (3) days prior to the meeting.

The Solid Waste Service Assessments will be generally computed by multiplying the number of dwelling units on each parcel by the rate of assessment. The rate of assessment for the upcoming fiscal year and future fiscal years shall be \$228.00 for each dwelling unit. Copies of the updated assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessments are available for inspection at the office of the City Clerk, located at City Hall, 321 Walnut Street, Green Cove Springs, Florida.

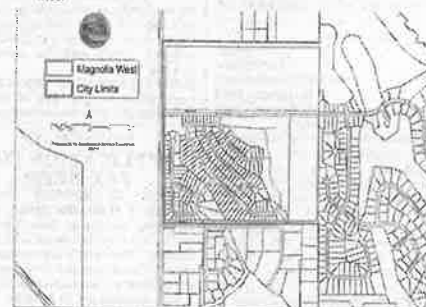
The Solid Waste Service Assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title.

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

City of Green Cove Springs

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

Steve Kennedy, City Manager



Legal 48219 published Aug 12, 2021 in Clay County's Clay Today newspaper

3513 US HWY 17 Suite A, Fleming Island FL 32003  
Telephone (904) 264-3200 - FAX (904) 264-3285



Resolution No. R-16-2021  
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**APPENDIX C**

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



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

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

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Clay County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Clay County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 7th day of September, 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

By: \_\_\_\_\_  
Edward Gaw, Mayor

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

**2021 Magnolia West Solid Waste Disposal  
Collection Assessment Roll 09-07-2021  
525 Accounts  
525 Units  
119,700.00**



## **RESOLUTION NO. R-11-2021**

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

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

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

### **SECTION 2. PURPOSE AND DEFINITIONS.**

(A) This Resolution constitutes the Preliminary Rate Resolution as defined in Section 78-167 of the Code which initiates the annual process for updating the Solid Waste Assessment Roll and directs the reimposition of Solid Waste Assessments for the Fiscal Year beginning October 1, 2021.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in Sections 78-167 and 66-1 of the Code, the Initial Assessment Resolution, as amended, and the Final Assessment Resolution.

(C) Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

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



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

(A) The Solid Waste Cost to be assessed and apportioned among benefited parcels for the Fiscal Year beginning October 1, 2021, is \$119,700.00. The approval of this Preliminary Rate Resolution determines the amount of the Solid Waste Cost. The remainder of such Fiscal Year budget for Solid Waste and Recyclable Materials collection services, facilities, and programs shall be funded from available City revenue other than Solid Waste Service Assessments.

(B) For the Fiscal Year in which Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection services, facilities, and programs are imposed, the Solid Waste Cost shall be allocated among all Tax Parcels of Residential Property, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels.

(C) A rate of assessment equal to \$228.00 for each Dwelling Unit on each Tax Parcel of Residential Property within the Magnolia West Assessment Area for Solid Waste and Recyclable Materials collection services, facilities, and programs is hereby approved for the Fiscal Year beginning October 1, 2021.

(D) The rate of the Solid Waste Service Assessments established in this Preliminary Rate Resolution shall be the rates applied by the City Manager in the preparation of the updated Solid Waste Assessment Roll for the Fiscal Year commencing October 1, 2021, as provided in Section 5 of this Preliminary Rate Resolution.

(E) Upon the imposition of Solid Waste Assessments for Solid Waste and Recyclable Materials collection services, facilities, and programs against Residential Property located within the Magnolia West Assessment Area, the City shall provide Solid Waste and Recyclable Materials collection services, facilities, and programs to such Residential Property. All or any portion of the Solid Waste Cost to provide such Solid Waste and Recyclable Materials collection services, facilities, and programs shall be funded from proceeds of the Solid Waste Service Assessments. The remaining cost, if any, required to provide Solid Waste and Recyclable Materials collection services, facilities, and programs shall be funded by legally available City revenues.

(F) The Magnolia West Assessment Area created in Section 4 of the Initial Assessment Resolution, as amended by Section 3 of the Final Assessment Resolution, is hereby confirmed and established as the service area for the Fiscal year beginning on October 1, 2021, and it is hereby ascertained, determined, and declared each parcel of Residential Property located within the Magnolia West Assessment Area will be benefited by the City's provision of Solid Waste and Recyclable Materials collection services, facilities, and programs in an amount not less than the Solid Waste Service Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution

**SECTION 5. SOLID WASTE ASSESSMENT ROLL.**

(A) The City Manager is hereby directed to prepare, or direct the preparation of, the updated Solid Waste Assessment Roll for the Fiscal Year beginning October 1, 2021, in the manner provided in Section 78-204 of the Code.



(B) Such updated Solid Waste Assessment Roll shall contain the following: (1) a summary description of all Residential Property within the Magnolia West Assessment Area conforming to the description contained on the Tax Roll; (2) the name and address of the Owner of each Tax Parcel as shown on the Tax Roll, if available; (3) the number of Dwelling Units attributable to the Tax Parcel; and (4) the amount of the Solid Waste Service Assessment for Solid Waste and Recyclable Materials collection services, facilities, and programs.

(C) The updated Solid Waste Assessment Roll shall be open to public inspection. The foregoing shall not be construed to require that the updated Solid Waste Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each Tax Parcel can be determined by use of a computer terminal available to the public.

(D) It is hereby ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection services, facilities, and programs (1) is a fair and reasonable method of apportioning the Solid Waste Cost among parcels of Residential Property; and (2) is an equitable and efficient mechanism to address payment delinquencies and recover funds advanced for Solid Waste and Recyclable Materials collection services, facilities, and programs which are allocable to the specific parcels of Residential Property.

**SECTION 6. AUTHORIZATION OF PUBLIC HEARING.** There is hereby established a public hearing to be held at 7:00 p.m. on September 7, 2021, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of (1) receiving and considering any comments on the Solid Waste Service Assessments from affected property owners; and (2) authorizing the imposition of such Solid Waste Service Assessments for Solid Waste and Recyclable Materials collection services, facilities, and programs and collection on the same bill as ad valorem taxes.

**SECTION 7. NOTICE BY PUBLICATION.** The City Clerk shall publish a notice, as required by Section 78-205 of the Code, in substantially the form attached hereto as Appendix A. Such notice shall be published not later than August 17, 2021 in a newspaper generally circulated in the City.

**SECTION 8. NOTICE BY MAIL.**

(A) If required by Section 78-209(f) of the Code, the City Manager shall provide notice by first class mail to the Owner of each Tax Parcel of Residential Property, as required by Section 78-206 of the Code, in substantially the form attached hereto as Appendix B. Such notices shall be mailed not later than August 17, 2021.

(B) For Tax Parcels with exempt "home addresses" pursuant to Section 119.071(4), Florida Statutes, the City Manager shall work with the Property Appraiser and/or Tax Collector for provision of notice.

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

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



**DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 20TH DAY OF JULY, 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

---

Edward Gaw, Mayor

**ATTEST:**

---

Erin West, City Clerk

**APPROVED AS TO FORM ONLY:**

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L. J. Arnold, III, City Attorney



**APPENDIX A**  
**FORM OF NOTICE TO BE PUBLISHED**



To Be Published by August 17, 2021

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

Notice is hereby given that the City Council of the City of Green Cove Springs, will conduct a public hearing to consider reimposing Solid Waste Service Assessments against certain improved residential properties located within the Magnolia West assessment area of the City, as shown below, for the fiscal year October 1, 2021 – September 30, 2022 and future fiscal years to fund the cost of solid waste and recyclable materials collection services, facilities, and programs, provided to such properties and to authorize collection of such assessments on the tax bill.

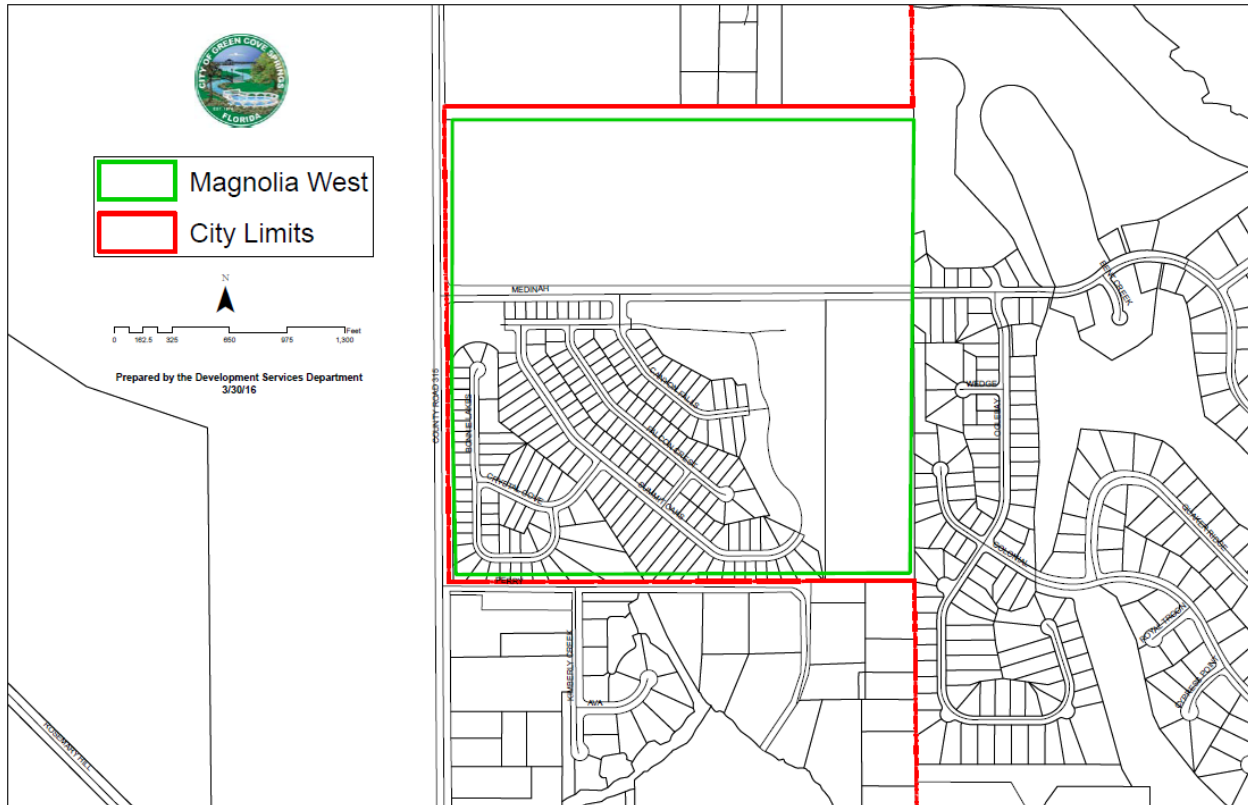
The hearing will be held at 7:00 p.m. on September 7, 2021, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk, Erin West, (904) 297-7500, ext. 3307, at least three (3) days prior to the meeting.

The Solid Waste Service Assessments will be generally computed by multiplying the number of dwelling units on each parcel by the rate of assessment. The rate of assessment for the upcoming fiscal year and future fiscal years shall be \$228.00 for each dwelling unit. Copies of the updated assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessments are available for inspection at the office of the City Clerk, located at City Hall, 321 Walnut Street, Green Cove Springs, Florida.

The Solid Waste Service Assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title.

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





City of Green Cove Springs

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

Steve Kennedy, City Manager



**APPENDIX B**  
**FORM OF NOTICE TO BE MAILED**



**FORM OF NOTICE TO BE MAILED**

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

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

**CITY OF GREEN COVE SPRINGS, FLORIDA  
NOTICE OF HEARING TO IMPOSE AND PROVIDE  
FOR COLLECTION OF SOLID WASTE SERVICE  
NON-AD VALOREM ASSESSMENTS  
NOTICE DATE: AUGUST 17, 2021**

**Owner Name  
Address  
City, State Zip**

*Tax Parcel #* \_\_\_\_\_

As required by Section 197.3632, Florida Statutes, notice is given by the City of Green Cove Springs (the "City"), that an annual assessment for solid waste and recyclable materials collection services, facilities, and programs using the tax bill collection method, may be levied on your property for the fiscal year October 1, 2021 – September 30, 2022 and future fiscal years. The purpose of this assessment is to fund solid waste and recyclable materials collection services, facilities, and programs benefiting residential property located within the Magnolia West assessment area of the City. The total annual solid waste assessment revenue to be collected within the City, is estimated to be \$119,700.00. The annual solid waste service assessment is based on the number of residential dwelling units contained on each parcel of property. The rate of assessment for the upcoming fiscal year shall be \$228.00 for each dwelling unit.

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

The maximum solid waste service assessment for the above parcel is \$\_\_\_\_\_ for Fiscal Year 2021-22 and future fiscal years.

A public hearing will be held at 7:00 p.m. on September 7, 2021, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk, Erin West, at least three (3) days prior to the meeting.

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

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

Both the solid waste service non-ad valorem assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November 2021. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

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

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



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



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

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

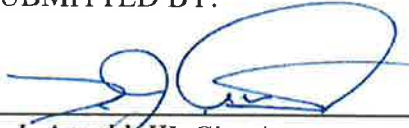
The City also has considered alternative methods for collections of our monthly solid waste fees for non-commercial accounts within the Magnolia West ("MW") subdivision. This consideration is based in part upon the difficulty of collection in the subdivision because the City provides only stormwater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

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

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

|  |
|--|
| <b><u>MOTION:</u></b> Approve Ordinance No. O-04-2016 on second and final reading. |
|--|

SUBMITTED BY:

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

APPROVED BY:

  
\_\_\_\_\_  
Danielle J. Judd, City Manager



**ORDINANCE NO. O-04-2016**

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

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



## ARTICLE I

### INTRODUCTION

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**"County"** means Clay County, Florida.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

## **ARTICLE II**

### **GENERAL PROVISIONS**

#### **SECTION 2.01. CREATION OF ASSESSMENT AREAS.**

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

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

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

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



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

#### **SECTION 2.04. CORRECTION OF ERRORS AND OMISSIONS.**

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

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

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

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



#### **SECTION 2.05. LIEN OF ASSESSMENTS.**

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

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

#### **SECTION 2.06. AUTHORIZATION FOR EXEMPTIONS AND HARDSHIP ASSISTANCE.**

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

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

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

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



## **ARTICLE III**

### **SERVICE ASSESSMENTS**

#### **SECTION 3.01. GENERAL AUTHORITY.**

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

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

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

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

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

#### **SECTION 3.03. SERVICE ASSESSMENT ROLL.**

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

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



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

Property.

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

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

**SECTION 3.05. NOTICE BY MAIL.**

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

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

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

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

**SECTION 3.06. FINAL ASSESSMENT RESOLUTION.**

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

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



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

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

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

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

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

**SECTION 3.08. SUBSEQUENT YEAR ADOPTION PROCEDURES.**

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

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



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

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

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

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

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



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

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

### **SECTION 3.09. INTERIM SERVICE ASSESSMENTS.**

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

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



## ARTICLE IV

### CAPITAL ASSESSMENTS

#### SECTION 4.01. GENERAL AUTHORITY.

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

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

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

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

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

#### SECTION 4.03. CAPITAL ASSESSMENT ROLL.

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

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



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

Property.

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

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

**SECTION 4.05. NOTICE BY MAIL.**

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

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

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

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

**SECTION 4.06. FINAL ASSESSMENT RESOLUTION.**

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

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



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

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

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

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

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

**SECTION 4.08. SUBSEQUENT YEAR ADOPTION PROCEDURES.**

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

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



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

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

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

## **ARTICLE V**

### **COLLECTION AND USE OF ASSESSMENTS**

#### **SECTION 5.01. METHOD OF COLLECTION.**

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

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



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

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

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

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

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

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



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

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

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

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

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

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

## **ARTICLE VI**

### **ISSUANCE OF OBLIGATIONS**

#### **SECTION 6.01. GENERAL AUTHORITY.**

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



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

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

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

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

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



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

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

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

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

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



## ARTICLE VII

### MISCELLANEOUS PROVISIONS

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

**SECTION 7.02. ALTERNATIVE METHOD.**

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

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

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

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

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

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

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

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



Ordinance No. O-04-2016  
Page 23 of 23

**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 22<sup>ND</sup> DAY OF MARCH, 2016.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
B. Van Royal, Mayor

ATTEST:

\_\_\_\_\_  
Julia W. Clevinger, City Clerk

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

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
B. Van Royal, Mayor

ATTEST:

\_\_\_\_\_  
Julia W. Clevinger, City Clerk

APPROVED AS TO FORM:

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





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** Regular Session **MEETING DATE:** September 7, 2021

**FROM:** Marlena Guthrie, Finance Director

**SUBJECT:** Public Hearing and approval of Final Assessment Resolution No. R-17-2021, a Resolution relating to the reimposition of Stormwater Management Service Assessments against real property within the City of Green Cove Springs; Approving the Stormwater Assessment Roll; and Confirming the Initial Assessment Resolution.

### BACKGROUND

The City duly passed City Ordinance No. O-04-2016 on April 5, 2016. A copy of the Staff Report in support of such ordinance is attached hereto for explanatory purposes. The City also has passed Resolution R-10-2021 (copy attached), which was the next step in the legal process to authorize the collection of Stormwater Service Assessments within the entire City. This Final Assessment Resolution is the next step in that process and must be adopted following the public hearing. This is the sixth year of collecting Stormwater Service Assessments yearly rather than monthly. Staff and outside legal counsel recommend approval of the subject Resolution as outlined above.

### FISCAL IMPACT

The City should collect more from these assessments than has been the case with billing each parcel owner in the City on a monthly basis. \$600,000 is budgeted in FY 2022 for these revenues.

### RECOMMENDATION

Approve Resolution No. R-17-2021, a Resolution which authorizes the City to collect Stormwater Service Assessments within the entire City.



**RESOLUTION NO. R-17-2021**

**A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; CONFIRMING THE PRELIMINARY RATE RESOLUTION; IMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST CERTAIN REAL PROPERTY WITHIN THE INCORPORATED AREA OF THE CITY OF GREEN COVE SPRINGS ESTABLISHED AS THE STORMWATER SERVICE AREA; APPROVING THE UPDATED STORMWATER SERVICE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council (the "Council") of the City of Green Cove Springs, Florida (the "City") has enacted Ordinance No. O-04-2016, as codified in Article VII, Chapter 78 of the Green Cove Springs Code of Ordinances (the "Assessment Ordinance"), which authorizes the imposition of annual Stormwater Service Assessments for Stormwater Management Services against certain Assessed Property within the City; and

**WHEREAS**, the City Council has enacted Chapter 70 of the City of Green Cove Springs Code of Ordinances (the "Stormwater Ordinance"), which created a municipal Stormwater Utility and implements equitable Stormwater Utility Fees and Charges for the provision of needed Stormwater Management Services; and

**WHEREAS**, the imposition of an annual Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Service Cost among the Tax Parcels that are specially benefited thereby; and

**WHEREAS**, on July 20, 2021, the Council adopted Resolution No. R-10-2021 (the "Preliminary Rate Resolution"), geographically identifying the area within which the City provides Stormwater Management Services and those properties to be benefited by the City's Stormwater Management Services (the "Stormwater Service Area"), describing the method of assessing the cost of the City's Stormwater Management Services against Assessed Property located within the Stormwater Service Area, directing the preparation of the updated Stormwater Assessment Roll, and directing the provision of the notices if required by the Code; and

**WHEREAS**, pursuant to provisions of the Code, the City is required to confirm or repeal the Preliminary Rate Resolution, with such amendments as the City Council deems appropriate, after hearing comments and receiving objections of all interested parties; and

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

**WHEREAS**, notice of a public hearing has been published in accordance with the Code and, if required by the terms of the Code, mailed to each affected property owner in accordance with the Code, notifying such property owners of the opportunity to be heard; the proof of



publication and an affidavit of mailing are attached hereto as Appendices A and B respectively; and

**WHEREAS**, a public hearing was held on September 7, 2021, and comments and objections of all interested persons have been heard and considered as required by the terms of the Code.

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

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

**SECTION 2. AUTHORITY.** This resolution is adopted pursuant to the provisions of the Assessment Ordinance; the Stormwater Ordinance; Resolution No. R-12-2020 (the "Amended and Restated Initial Assessment Resolution"); Resolution No. R-15-2020 (the "Amended and Restated Final Assessment Resolution"); the Preliminary Rate Resolution; Article VIII, Section 2, Florida Constitution; sections 166.021 and 166.041, Florida Statutes, the City Charter of the City of Green Cove Springs; and other applicable provisions of law.

**SECTION 3. DEFINITIONS AND INTERPRETATIONS.**

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

(B) Unless otherwise defined below, all capitalized terms in this resolution shall have the meanings defined in the Assessment Ordinance, Section 70-4 of the Green Cove Springs Code of Ordinances, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, and the Preliminary Rate Resolution.

**SECTION 4. REIMPOSITION OF STORMWATER SERVICE ASSESSMENTS.**

(A) The Tax Parcels of Assessed Property included in the Stormwater Assessment Roll are hereby found to be specially benefited by the City's Stormwater Management Services described in the Preliminary Rate Resolution in the amount of the Stormwater Service Assessment set forth in the updated Stormwater Assessment Roll, a copy of which was present at the above referenced public hearing and is incorporated herein by reference.

(B) It is hereby ascertained, determined and declared that each parcel of Assessed Property within the Stormwater Service Area will be benefited by the City's provision of Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution.



(C) Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit, as set forth in the Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, and the Preliminary Rate Resolution, from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the Assessed Property that receives the special benefit as set forth in the Preliminary Rate Resolution.

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

(E) For the Fiscal Year beginning October 1, 2021, the estimated Stormwater Base Service Cost of \$161,742.00 shall be allocated equally among all Tax Parcels of Assessed Property within the Stormwater Service Area equally on a per Tax Parcel basis. As provided in Section 70-7 of the Stormwater Ordinance, a rate of assessment equal to \$42.00 for each Tax Parcel to fund the Stormwater Base Service Cost is hereby approved for the Fiscal year beginning October 1, 2021.

(F) For the Fiscal Year beginning October 1, 2021, the estimated Stormwater Usage Service Cost of \$410,625.00 shall be assessed and apportioned among all Tax Parcels of Developed Property within the Stormwater Service Area based upon the special benefit accruing to such Developed Property from the City's provision of Stormwater Management Services, measured by the number of ESUs attributable to each Tax Parcel, as determined in accordance with Section 70-9 of the Stormwater Ordinance after the application of any Mitigation Credits as determined in accordance with the City's Mitigation Credit Policy, as amended. As provided in Section 70-8 of the Stormwater Ordinance, a rate of assessment equal to \$125.00 for each Net ESU to fund the Stormwater Usage Service Cost is hereby approved for the Fiscal Year beginning October 1, 2021.

(G) Stormwater Service Assessments in the amount set forth in the Stormwater Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property included in the Stormwater Assessment Roll.

(H) Any shortfall in the expected Stormwater Service Assessment proceeds due to any reduction or exemption from payment of the Stormwater Service Assessments required by law or authorized by the City Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Stormwater Service Assessments.

(I) The Stormwater Service Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for Stormwater Service Assessments shall be deemed perfected upon adoption by the City Council of this Annual Rate Resolution. Upon perfection, the lien for Stormwater Service Assessments collected under



the Uniform Assessment Collection Act shall attach to the property included on the roll as of the prior January 1, the lien date for ad valorem taxes.

(J) As authorized in the Assessment Ordinance, interim Stormwater Assessments are also levied and imposed to fund the Stormwater Usage Service Cost against any Tax Parcel for which a Certificate of Occupancy is issued after adoption of this Annual Rate Resolution based upon the rates of assessment approved in Section 4(F) herein.

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

**SECTION 6. APPROVAL OF STORMWATER ASSESSMENT ROLL.**

(A) The updated Stormwater Assessment Roll, copies of which were present or available at the public hearing and incorporated herein by reference, is hereby approved.

(B) Additionally, the Stormwater Assessment Roll, as approved, includes those Tax Parcels of Assessed Property within the Stormwater Service Area, that cannot be set forth in that Stormwater Assessment Roll due to the provisions of Section 119.071(4), Florida Statutes, concerning exempt "home addresses."

(C) The Stormwater Assessment Roll, as herein approved, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Code. The Stormwater Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(D) Any Stormwater Service Assessments or charges imposed on Government Property shall not be included on the Stormwater Assessment Roll and shall continue to be collected pursuant to Section 70-8 of the Stormwater Ordinance.

**SECTION 7. EFFECT OF ADOPTION OF RESOLUTION.** The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of the fee for service to Government Property, the rate of assessment, the adoption of the updated Stormwater Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Rate Resolution.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.



Resolution No. R-17-2021  
Page 5 of 11

**DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN  
COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 7TH DAY OF SEPTEMBER,  
2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

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Edward R. Gaw, Mayor

**ATTEST:**

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Erin West, City Clerk

**APPROVED AS TO FORM ONLY:**

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L. J. Arnold, III, City Attorney



Resolution No. R-17-2021  
Page 6 of 11

## **APPENDIX A**

### **PROOF OF PUBLICATION**



## PUBLISHER AFFIDAVIT

CLAY TODAY  
Published Weekly  
Orange Park, Florida

STATE OF FLORIDA  
COUNTY OF CLAY:

Before the undersigned authority personally appeared Jon Cantrell, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Orange Park in Clay County, Florida; that the attached copy of advertisement Being

## NOTICE OF HEARING

in the matter of

## STORMWATER SERVICE

LEGAL 48220 Order 279201

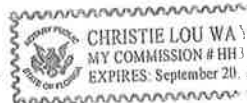
was published in said newspaper in the issues

AUG 12, 2021

Affiant further says that said "Clay Today" is a newspaper published at Orange Park, in said Clay County, Florida, and that the said newspaper has heretofore been continuously published in said Clay County, Florida, weekly, and has been entered as Periodical material matter at the post office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to me and subscribed  
before me this 12TH day of AUGUST, 2021

Christie Lou Wayne  
NOTARY PUBLIC, STATE OF FLORIDA



3513 US HWY 17 Suite A, Fleming Island FL 32003  
Telephone (904) 264-3200 - FAX (904) 264-3285

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

Notice is hereby given that the City Council of the City of Green Cove Springs, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments within the entire incorporated area of the City, as shown below, for fiscal year October 1, 2021 – September 30, 2022 and future fiscal years to fund the cost of providing Stormwater Management Services to such properties and to authorize collection of such assessments on the tax bill.

The hearing will be held at 7:00 p.m. on September 7, 2021, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk, Erin West, (904) 297-7500, ext. 3307, at least three (3) days prior to the meeting.

The Stormwater Assessment contains two, separate components. The first component – the Base Charge – will fund the City's baseline, citywide management, operations and maintenance services for the stormwater management system and will be generally allocated equally among all Tax Parcels within the City. The annual Stormwater Assessment rate for the Base Charge for the upcoming Fiscal Year and future fiscal years will be \$42.00 for each Tax Parcel.

The second component – the Usage Charge – will fund the City's additional Stormwater Management Services provided to developed property. These stormwater management services are necessitated by the existence of Impervious Area that

impedes or restricts infiltration of rainfall into the soil, which then increases the need for City services and facilities to convey, retain, and treat increased volume of Stormwater runoff from developed property and the Usage Charge is based upon the estimated amount of stormwater runoff generated by impervious surface on the Developed Property, as measured by the number of Net ESUs assigned to each parcel of property. The City has determined that a typical single-family residence in the Stormwater Service Area includes 3,000 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." Generally, the number of ESUs were calculated individually for each parcel of developed property by dividing the impervious surface area by 3,000 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. The annual Stormwater Assessment rate for the Usage Charge for the upcoming Fiscal Year and future fiscal years will be \$125.00 for each Net ESU.

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

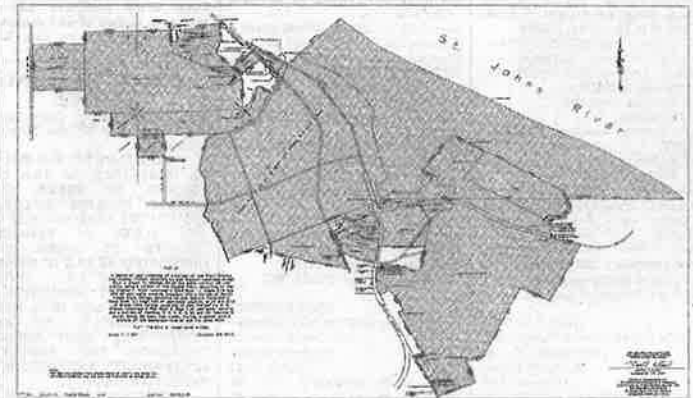
The Stormwater Assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title.

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

City of Green Cove Springs

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

Steve Kennedy, City Manager



Legal 48220 published Aug 12, 2021 in Clay County's Clay Today newspaper



Resolution No. R-17-2021  
Page 7 of 11

## **APPENDIX B**

### **AFFIDAVIT OF MAILING**



### **AFFIDAVIT OF MAILING**

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

1. Steve Kennedy as City Manager of the City of Green Cove Springs, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Master Service Assessment Ordinance codified in Article VII, Chapter 78 of the Green Cove Springs Code of Ordinances (the "Assessment Ordinance") and in conformance with the Preliminary Rate Resolution adopted by the City Council on July 20, 2021 (the "Preliminary Rate Resolution").

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



Resolution No. R-17-2021  
Page 9 of 11


3. On or before August 17, 2021, Mr. Kennedy directed the mailing of the above-referenced notices in accordance with Section 78-206 of the Assessment Ordinance and the Preliminary Rate Resolution by First Class mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Clay County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANT SAYETH NOT.

  
Steve Kennedy, affiant

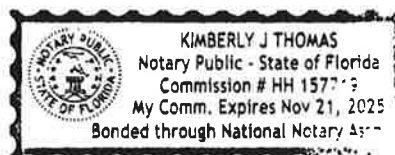
STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 31st day of August, 2021 by Steve Kennedy, City Manager, City of Green Cove Springs, Florida. He is personally known to me or has produced \_\_\_\_\_ as ~~identification and did take an oath.~~

  
Printed Name: Kimberly J Thomas

Notary Public, State of Florida  
At Large

My Commission Expires: Nov. 21, 2025  
Commission No.: HH 157719





Resolution No. R-17-2021  
Page 10 of 11

## **APPENDIX C**

### **FORM OF CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL**



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

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

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Clay County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Clay County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 7th day of September, 2021.

**CITY OF GREEN COVE SPRINGS, FLORIDA**

By: \_\_\_\_\_  
Edward Gaw, Mayor

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

**2021 Stormwater Assessment  
Collection Assessment Roll 09-07-2021  
3,846 Accounts  
5,484 Units  
607,549.00**



## **RESOLUTION NO. R-10-2021**

**A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, RELATING TO THE PROVISIONS OF STORMWATER MANAGEMENT SERVICES; ESTIMATING THE COST OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; DESCRIBING THE METHOD OF CHARGING THE COST OF STORMWATER MANAGEMENT SERVICES AGAINST ASSESSED PROPERTY; DIRECTING THE CITY MANAGER TO PREPARE OR DIRECT THE PREPARATION OF A STORMWATER SERVICE ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING FOR THE PROPOSED STORMWATER SERVICE ASSESSMENTS AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR COLLECTION; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1. AUTHORITY.** This Resolution is adopted pursuant to the provisions of Ordinance No. O-04-2016, as codified in Article VII, Chapter 78 of the Green Cove Springs Code of Ordinances (the "Code"), Resolution No. R-12-2020 (the "Amended and Restated Initial Assessment Resolution"), Resolution No. R-15-2020 (the "Amended and Restated Final Assessment Resolution"), Article VIII, Section 2(b), Florida Constitution, sections 166.021 and 166.041, Florida Statutes, the City Charter of the City of Green Cove Springs, and other applicable provisions of law.

### **SECTION 2. PURPOSE AND DEFINITIONS.**

(A) This Resolution constitutes the Preliminary Rate Resolution as defined in Section 78-167 of the Code which initiates the annual process for updating the Stormwater Assessment Roll and directs the reimposition of Stormwater Service Assessments for the Fiscal Year beginning October 1, 2021.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in Sections 78-167 and 70-4 of the Code, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution.

(C) Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

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



**SECTION 4. PROVISION OF STORMWATER MANAGEMENT SERVICES; DETERMINATION OF STORMWATER SERVICE COST; ESTABLISHMENT OF STORMWATER SERVICE ASSESSMENTS.**

(A) The Stormwater Base Service Cost to be assessed and apportioned among benefited Tax Parcels of Assessed Property within the Stormwater Service Area for the Fiscal Year beginning October 1, 2021 is \$161,742.00. For each Fiscal Year in which Stormwater Assessments for Stormwater Management Services are imposed, the Stormwater Base Service Cost shall be allocated among all Tax Parcels of Assessed Property within the Stormwater Service Area equally on a per Tax Parcel basis. As provided in Section 70-7 of the Stormwater Ordinance, a rate of assessment equal to \$42.00 for each Tax Parcel to fund the Stormwater Base Service Cost is hereby approved for the Fiscal Year beginning October 1, 2021.

(B) The Stormwater Usage Service Cost to be assessed and apportioned among benefited Tax Parcels of Developed Property within the Stormwater Service Area for the Fiscal Year beginning October 1, 2021, is \$410,625.00. For each Fiscal Year in which Stormwater Assessments for Stormwater Management Services are imposed, the Stormwater Usage Service Cost shall be allocated among all Tax Parcels of Developed Property within the Stormwater Service at a rate of assessment based upon the special benefit accruing to such Developed Property from the City's provision of Stormwater Management Services, measured by the number of ESUs attributable to each Tax Parcel, as determined in accordance with Section 70-9 of the Stormwater Ordinance after the application of any Mitigation Credits as determined in accordance with the City's Mitigation Credit Policy adopted in Resolution R-10-2020. As provided in Section 70-8 of the Stormwater Ordinance, a rate of assessment equal to \$125.00 for each Net ESU to fund the Stormwater Usage Service Cost is hereby approved for the Fiscal Year beginning October 1, 2021.

(C) The Stormwater Assessment will be computed for each Tax Parcel within the Stormwater Service Area by (1) multiplying the number of Net ESUs attributable each Tax Parcel of Developed Property by the per Net ESU rate of \$125.00 to fund that Tax Parcel's portion of the Stormwater Usage Service Cost and then (2) adding the applicable \$42.00 rate per Tax Parcel to fund that Tax Parcel's portion of the Stormwater Base Service Cost.

(D) The rate of the Stormwater Service Assessments established in this Preliminary Rate Resolution shall be the rates applied by the City Manager in the preparation of the updated Stormwater Assessment Roll for the Fiscal Year commencing October 1, 2021, as provided in Section 5 of this Preliminary Rate Resolution.

(E) Upon the imposition of Stormwater Service Assessments for Stormwater Management Services against Tax Parcels located within the Stormwater Service Area, the Stormwater Utility created in Section 70-5 of the Code shall provide Stormwater Management Services to such property. All or any portion of the Stormwater Service Cost to provide such Stormwater Management Services shall be funded from proceeds of the Stormwater Service Assessments. The remaining cost, if any, required to provide Stormwater Management Services shall be funded by legally available City revenues.

(F) The Stormwater Service Area created in Section 4 of the Amended and Restated Initial Assessment Resolution is hereby confirmed and established as the service area for the Fiscal year beginning on October 1, 2021, and it is hereby ascertained, determined, and declared each Tax Parcel of Assessed Property located within the Stormwater Service Area will be benefited by the City's provision of Stormwater Management Services in an amount not less than the



Stormwater Service Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

## **SECTION 5. STORMWATER ASSESSMENT ROLL.**

(A) The City Manager is hereby directed to prepare, or direct the preparation of, the updated Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2021, in the manner provided in Section 78-204 of the Code.

(B) Such updated Stormwater Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the Stormwater Service Area conforming to the description contained on the Tax Roll; (2) the name and address of the Owner of each Tax Parcel as shown on the Tax Roll, if available; (3) the number of Assessment Units attributable to the Tax Parcel; and (4) the amount of the Stormwater Service Assessment for Stormwater Management Services.

(C) The updated Stormwater Assessment Roll shall be open to public inspection. The foregoing shall not be construed to require that the Stormwater Assessment Roll be in printed form if the amount of the Stormwater Service Assessment for each Tax Parcel can be determined by use of computer terminal available to the public.

(D) It is hereby ascertained, determined, and declared that the foregoing method of determining the Stormwater Service Assessments for Stormwater Management Services (1) is a fair and reasonable method of apportioning the Stormwater Service Cost among parcels of Assessed Property; and (2) is an equitable and efficient mechanism to address payment delinquencies and recover funds advanced for Stormwater Management Services which are allocable to specific parcels of Assessed Property.

**SECTION 6. AUTHORIZATION OF PUBLIC HEARING.** There is hereby established a public hearing to be held at 7:00 p.m. on September 7, 2021, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of (1) receiving and considering any comments on the Stormwater Service Assessments from affected property owners; and (2) authorizing the imposition of such Stormwater Service Assessments for Stormwater Management Services and collection on the same bill as ad valorem taxes.

**SECTION 7. NOTICE BY PUBLICATION.** The City Clerk shall publish a notice, as required by Section 78-205 of the Code, in substantially the form attached hereto as Appendix A. Such notice shall be published not later than August 17, 2021 in a newspaper generally circulated in the City.

## **SECTION 8. NOTICE BY MAIL.**

(A) If required by Section 78-209(f) of the Code, the City Manager shall provide notice by first class mail to the Owner of each Tax Parcel of Assessed Property, as required by Section 78-206 of the Code, in substantially the form attached hereto as Appendix B. Such notices shall be mailed not later than August 17, 2021.

(B) For Tax Parcels with exempt "home addresses" pursuant to Chapter 2019-12, Laws of Florida, which amended Section 119.071(4), Florida Statutes, the City Manager shall work with the Property Appraiser and/or Tax Collector for provision of notice.



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**SECTION 9. METHOD OF COLLECTION.** The Stormwater Service Assessments shall be collected from all Assessed Property pursuant to the Uniform Assessment Collection Act as provided in Section 78-266 of the Code.

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

**DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 20th DAY OF JULY, 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

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Edward Gaw, Mayor

**ATTEST:**

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Erin West, City Clerk

**APPROVED AS TO FORM ONLY:**

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L. J. Arnold, III, City Attorney



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**APPENDIX A**  
**FORM OF NOTICE TO BE PUBLISHED**



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To Be Published by August 17, 2021

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

Notice is hereby given that the City Council of the City of Green Cove Springs, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments within the entire incorporated area of the City, as shown below, for fiscal year October 1, 2021 – September 30, 2022 and future fiscal years to fund the cost of providing Stormwater Management Services to such properties and to authorize collection of such assessments on the tax bill.

The hearing will be held at 7:00 p.m. on September 7, 2021, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk, Erin West, (904) 297-7500, ext. 3307, at least three (3) days prior to the meeting.

The Stormwater Assessment contains two, separate components. The first component – the Base Charge -- will fund the City's baseline, citywide management, operations and maintenance services for the stormwater management system and will be generally allocated equally among all Tax Parcels within the City. The annual Stormwater Assessment rate for the Base Charge for the upcoming Fiscal Year and future fiscal years will be \$42.00 for each Tax Parcel.

The second component – the Usage Charge -- will fund the City's additional Stormwater Management Services provided to developed property. These stormwater management services are necessitated by the existence of Impervious Area that impedes or restricts infiltration of rainfall into the soil, which then increases the need for City services and facilities to convey, retain, and treat increased volume of Stormwater runoff from developed property and the Usage Charge is based upon the estimated amount of stormwater runoff generated by impervious surface on the Developed Property, as measured by the number of Net ESUs assigned to each parcel of property. The City has determined that a typical single-family residence in the Stormwater Service Area includes 3,000 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." Generally, the number of ESUs were calculated individually for each parcel of developed property by dividing the impervious surface area by 3,000 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. The annual Stormwater Assessment rate for the Usage Charge for the upcoming Fiscal Year and future fiscal years will be \$125.00 for each Net ESU.

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

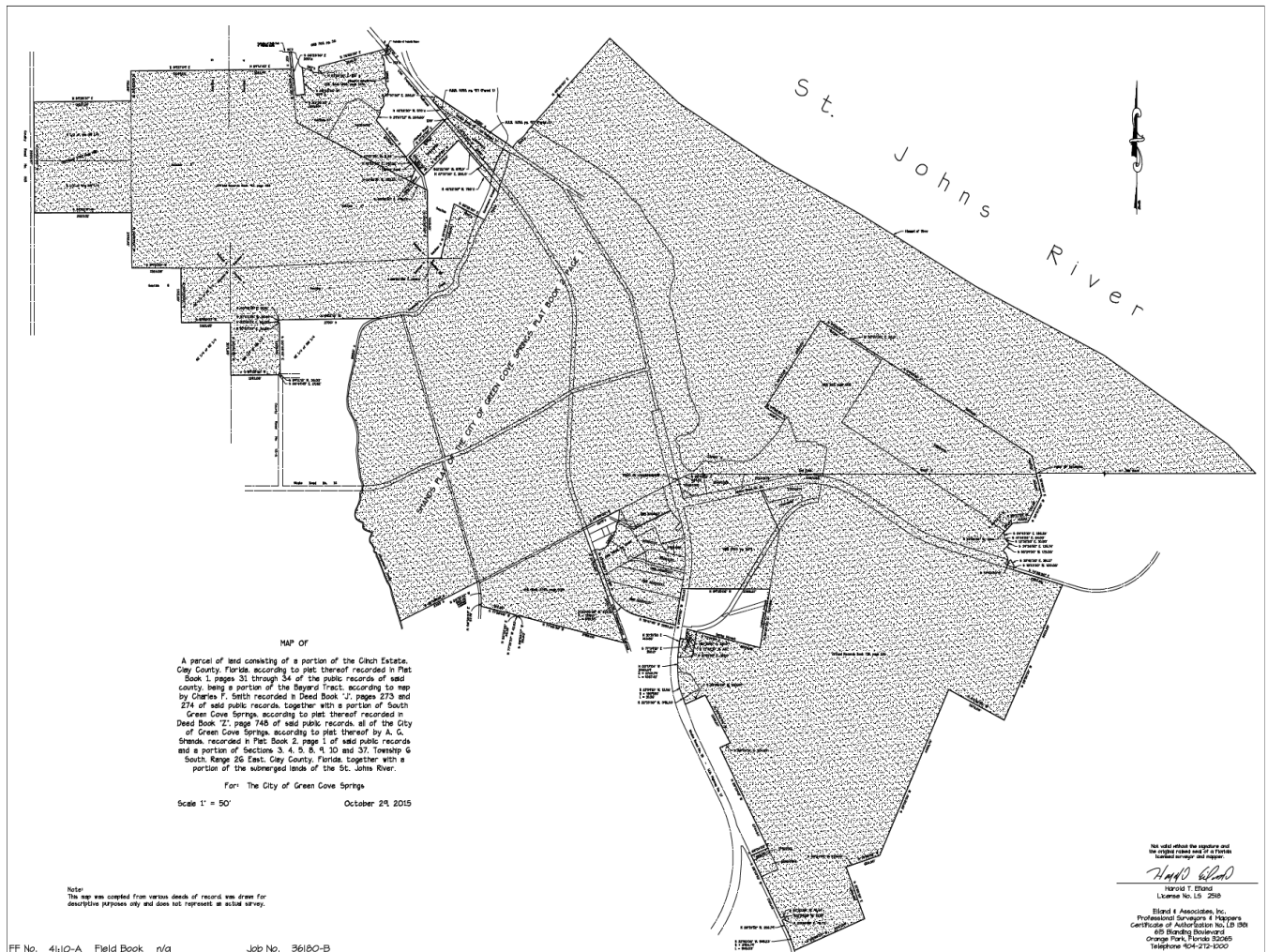
The Stormwater Assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessment will



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cause a tax certificate to be issued against the assessed property which may result in a loss of title.

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



City of Green Cove Springs

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

Steve Kennedy, City Manager



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**APPENDIX B**  
**FORM OF NOTICE TO BE MAILED**



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### FORM OF NOTICE TO BE MAILED

#### \*\*\*\*\* NOTICE TO PROPERTY OWNER \*\*\*\*\*

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

CITY OF GREEN COVE SPRINGS, FLORIDA  
NOTICE OF HEARING TO IMPOSE AND PROVIDE  
FOR COLLECTION OF STORMWATER SERVICE  
NON-AD VALOREM ASSESSMENTS  
NOTICE DATE: AUGUST 17, 2021

**Owner Name**  
**Address**  
**City, State Zip**

*Tax Parcel #* \_\_\_\_\_

As required by Section 197.3632, Florida Statutes, notice is given by the City of Green Cove Springs (the "City"), that an annual assessment for Stormwater management services using the tax bill collection method, may be levied on your property for the fiscal year October 1, 2021 – September 30, 2022 and future fiscal years. The purpose of this assessment is to fund stormwater management services benefiting all property located within the City. The Stormwater Assessment contains two, separate components. The first component – the Base Charge -- will fund the City's baseline, citywide management, operations and maintenance services for the stormwater management system and will be generally allocated equally among all Tax Parcels within the City. The total annual assessment revenue to be collected within the City is estimated to be \$161,742 for the stormwater base service cost.

The second component – the Usage Charge -- will fund the City's additional Stormwater Management Services provided to developed property. The total annual assessment revenue to be collected within the City is estimated to be \$410,625 for the stormwater usage service cost. These stormwater management services are necessitated by the existence of Impervious Area that impedes or restricts infiltration of rainfall into the soil, which then increases the need for City services and facilities to convey, retain, and treat increased volume of Stormwater runoff from developed property and the Usage Charge is based upon the estimated amount of stormwater runoff generated by impervious surface on the Developed Property, as measured by the number of Net ESUs assigned to each parcel of property. The City has determined that a typical single-family residence in the Stormwater Service Area includes 3,000 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." Generally, the number of ESUs were calculated individually for each parcel of developed property by dividing the impervious surface area by 3,000 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs.

The total number of Tax Parcels associated with the above parcel is \_\_\_\_\_.

The total number of Net ESUs assigned to the above parcel is \_\_\_\_\_.

The maximum stormwater assessment for the above parcel for the Base Charge is \$42 for Fiscal Year 2020-21 and future fiscal years.

The maximum stormwater assessment of the above parcel for the Usage Charge is \$\_\_\_\_\_ for Fiscal Year 2020-21 and future fiscal years.

The TOTAL MAXIMUM STORMWATER ASSESSMENT for the above parcel is \$\_\_\_\_\_ for Fiscal Year 2020-21 and future fiscal years.

A public hearing will be held at 7:00 p.m. on September 7, 2021, in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If you decide to appeal any decision made by the City Council with respect to



Resolution No. R-10-2021  
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any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk, Erin West, at least three (3) days prior to the meeting.

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

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

Both the stormwater service non-ad valorem assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November 2021. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

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

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



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



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

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

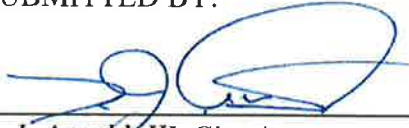
The City also has considered alternative methods for collections of our monthly solid waste fees for non-commercial accounts within the Magnolia West ("MW") subdivision. This consideration is based in part upon the difficulty of collection in the subdivision because the City provides only stormwater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

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


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

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| <b><u>MOTION:</u></b> Approve Ordinance No. O-04-2016 on second and final reading. |
|--|

SUBMITTED BY:

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

APPROVED BY:

  
\_\_\_\_\_  
Danielle J. Judd, City Manager



**ORDINANCE NO. O-04-2016**

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

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



## ARTICLE I

### INTRODUCTION

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**"County"** means Clay County, Florida.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

## **ARTICLE II**

### **GENERAL PROVISIONS**

#### **SECTION 2.01. CREATION OF ASSESSMENT AREAS.**

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

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

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

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



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

#### **SECTION 2.04. CORRECTION OF ERRORS AND OMISSIONS.**

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

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

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

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



#### **SECTION 2.05. LIEN OF ASSESSMENTS.**

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

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

#### **SECTION 2.06. AUTHORIZATION FOR EXEMPTIONS AND HARDSHIP ASSISTANCE.**

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

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

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

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



## ARTICLE III

### SERVICE ASSESSMENTS

#### SECTION 3.01. GENERAL AUTHORITY.

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

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

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

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

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

#### SECTION 3.03. SERVICE ASSESSMENT ROLL.

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

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



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

Property.

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

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

**SECTION 3.05. NOTICE BY MAIL.**

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

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

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

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

**SECTION 3.06. FINAL ASSESSMENT RESOLUTION.**

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

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



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

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

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

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

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

**SECTION 3.08. SUBSEQUENT YEAR ADOPTION PROCEDURES.**

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

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



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

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

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

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

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



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

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

### **SECTION 3.09. INTERIM SERVICE ASSESSMENTS.**

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

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



## ARTICLE IV

### CAPITAL ASSESSMENTS

#### SECTION 4.01. GENERAL AUTHORITY.

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

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

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

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

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

#### SECTION 4.03. CAPITAL ASSESSMENT ROLL.

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

(1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.

(2) The name of the Owner of the Assessed Property.



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

Property.

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

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

**SECTION 4.05. NOTICE BY MAIL.**

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

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

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

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

**SECTION 4.06. FINAL ASSESSMENT RESOLUTION.**

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

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



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

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

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

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

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

**SECTION 4.08. SUBSEQUENT YEAR ADOPTION PROCEDURES.**

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

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



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

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

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

## ARTICLE V

### COLLECTION AND USE OF ASSESSMENTS

#### SECTION 5.01. METHOD OF COLLECTION.

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

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



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

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

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

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

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

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



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

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

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

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

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

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

## **ARTICLE VI**

### **ISSUANCE OF OBLIGATIONS**

#### **SECTION 6.01. GENERAL AUTHORITY.**

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



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

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

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

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

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



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

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

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

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

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



## ARTICLE VII

### MISCELLANEOUS PROVISIONS

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

**SECTION 7.02. ALTERNATIVE METHOD.**

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

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

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

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

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

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

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

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



Ordinance No. O-04-2016  
Page 23 of 23

**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 22<sup>ND</sup> DAY OF MARCH, 2016.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
B. Van Royal, Mayor

ATTEST:

\_\_\_\_\_  
Julia W. Clevinger, City Clerk

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

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
B. Van Royal, Mayor

ATTEST:

\_\_\_\_\_  
Julia W. Clevinger, City Clerk

APPROVED AS TO FORM:

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





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** Regular Session **MEETING DATE:** September 7, 2021  
**FROM:** Marlena Guthrie, Finance Director  
**SUBJECT:** First Public Hearing and approval of Resolution No. R-18-2021 adopting the Tentative Millage Rate for Fiscal Year 2021/2022 and set September 21, 2021 at 7:00 p.m. as the final hearing date.

### BACKGROUND

The first issue to be discussed at the public hearing on the millage rate is the percentage increase in millage over the rolled back rate. Council instructed staff to advertise a millage rate of 3.8000 mills. The current year proposed millage rate of 3.8000 mills is an increase of 2.82% of the rolled back rate of 3.6958. The 3.8000 millage rate will generate \$2,114,555 or \$106,334 more than the 2021 Ad Valorem revenue. At all hearings, the Council shall hear comments regarding the millage rate and citizens shall be allowed to speak and ask questions prior to the adoption of any measures by the Council.

The proposed budget for FY 2021/2022 reflects the Ad Valorem revenue at 97% of the \$2,114,555 proceeds, which is \$2,051,119 as shown in the proposed Budget.

The Staff Report for July 20, 2021 is attached for your reference as it has Millage Dynamics and other reference materials.

### FISCAL IMPACT

N/A

### RECOMMENDATION

Approve Resolution R-18-2021 and tentatively adopt the millage rate of \_\_\_\_\_ for FY 2021/2022 and set September 21, 2021 at 7:00 p.m. as the final public hearing on the millage rate.



## RESOLUTION NO. R-18-2021

**A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, OF CLAY COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA FOR FISCAL YEAR 2021/2022; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Green Cove Springs of Clay County, Florida on September 7, 2021, adopted Fiscal Year 2021/2022 Tentative Millage rates following a public hearing as required by Florida Statute 200.065; and

**WHEREAS**, the City of Green Cove Springs of Clay County, Florida, held a public hearing as required by Florida Statute 200.065; and

**WHEREAS**, the gross taxable value for operating purposes not exempt from taxation within Clay County has been certified by the County Property Appraiser to the City of Green Cove Springs as \$556,461,965.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA THAT:**

1. The Fiscal Year 2021/2022 proposed operating millage rate is 3.8000 mills, which is more than the rolled-back rate of 3.6958 mills by 2.82%.
2. This Resolution will take effect immediately upon its adoption.

**DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 7th DAY OF SEPTEMBER, 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Edward Gaw, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM ONLY:**

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





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** Regular Session

**MEETING DATE:** July 20, 2021

**FROM:** Marlena Guthrie, Finance Director

**SUBJECT:** Establish Tentative Millage Rate for Fiscal Year 2021/2022.

### BACKGROUND

The Form 420 provided by the Property Appraiser (copy attached) reflects an actual property tax valuation of \$556,461,965 for next year, an increase of \$29,432,393 from the prior year's final taxable value of \$527,029,572 which is an increase of 5.58%. The increase is reflected at 100% and has not been discounted to 97%.

The Administration has included a 3.8000 millage rate in the proposed budget which is the same millage rate for FY 2021. Three schedules are attached for your reference. One is titled Millage Dynamics, another Ad Valorem Revenue FY 2022, and the third Property Taxes FY 2022. They demonstrate among other things, the impact the ad valorem tax has on homeowners using various millage rates. In addition to Form 420, we included Form 420MM-P (Maximum Millage Levy Calculation-Preliminary Disclosure). The 3.8000 rate will require a two-thirds vote by Council and would generate \$2,114,555, but when discounted to 97% is \$2,051,119 as shown in the proposed budget released to Council on July 15, 2021. It must also be noted that the impact from the Council's decision to implement additional exemptions for seniors are included in these figures. The impact is minimal, but this does reflect in this year's exemptions.

The millage rate set at tonight's meeting will be certified to the respective parties and will be used on the TRIM notices that will be mailed to taxpayers in August, 2021 by the Clay County Property Appraiser's office notifying them of the proposed millage and the hearing dates. If Council sets a millage rate at the final budget hearing that is greater than the vote set at this meeting, then new TRIM notices will have to be mailed at the City's expense. Council may decrease the millage rate prior to the final hearing without having to send out notices. Council needs to set September 7 and September 21 as the tentative and final hearing dates to hear comments from the public on the proposed millage rates, operating budget and capital improvement plan and these are the dates that will be reported to the Property Appraiser and Department of Revenue. For Green Cove Springs, these dates fall on regular Council meeting dates. The City cannot hold its hearings the same dates as the School Board or the County. Their dates are set as July 27 and September 9 for the School Board and September 14 and September 28 for the County. In order to comply with advertising and other TRIM requirements, the City's first public hearing needs to be held on September 7 and the final hearing on September 21.

### FISCAL IMPACT

N/A

### RECOMMENDATION



- 1) **Council approval of \_\_\_\_\_ as the tentative millage rate for fiscal year 2021/2022.**
- 2) **Set September 7 at 7:00 pm as the first public hearing on the millage, budget, and CIP.**
- 3) **Set September 21 at 7:00 pm as the second and final hearing on the millage, budget and CIP.**



## MILLAGE DYNAMICS FY 2022

| Millage Rate | Current Year Taxable Value | FY 22 Gross Proceeds | FY 22 Discount Proceeds | FY 21 Current Year Proceeds | Inc/Dec    | % Change FY 21 / FY 22 Proceeds |
|--------------|----------------------------|----------------------|-------------------------|-----------------------------|------------|---------------------------------|
| 2.5700       | \$556,461,965              | \$1,430,107          | \$1,387,204             | \$1,968,056                 | -\$580,852 | -29.51%                         |
| 2.9821       | \$556,461,965              | \$1,659,425          | \$1,609,642             | \$1,968,056                 | -\$358,414 | -18.21%                         |
| 3.0000       | \$556,461,965              | \$1,669,386          | \$1,619,304             | \$1,968,056                 | -\$348,752 | -17.72%                         |
| 3.1000       | \$556,461,965              | \$1,725,032          | \$1,673,281             | \$1,968,056                 | -\$294,775 | -14.98%                         |
| 3.2000       | \$556,461,965              | \$1,780,678          | \$1,727,258             | \$1,968,056                 | -\$240,798 | -12.24%                         |
| 3.3000       | \$556,461,965              | \$1,836,324          | \$1,781,235             | \$1,968,056                 | -\$186,821 | -9.49%                          |
| 3.4000       | \$556,461,965              | \$1,891,971          | \$1,835,212             | \$1,968,056                 | -\$132,844 | -6.75%                          |
| 3.4000       | \$556,461,965              | \$1,891,971          | \$1,835,212             | \$1,968,056                 | -\$132,844 | -6.75%                          |
| 3.5000       | \$556,461,965              | \$1,947,617          | \$1,889,188             | \$1,968,056                 | -\$78,868  | -4.01%                          |
| 3.6000       | \$556,461,965              | \$2,003,263          | \$1,943,165             | \$1,968,056                 | -\$24,891  | -1.26%                          |
| 3.6711       | \$556,461,965              | \$2,042,828          | \$1,981,543             | \$1,968,056                 | \$13,487   | 0.69%                           |
| 3.6958       | \$556,461,965              | \$2,056,572          | \$1,994,875             | \$1,968,056                 | \$26,819   | 1.36%                           |
| 3.7000       | \$556,461,965              | \$2,058,909          | \$1,997,142             | \$1,968,056                 | \$29,086   | 1.48%                           |
| 3.8000       | \$556,461,965              | \$2,114,555          | \$2,051,119             | \$1,968,056                 | \$83,063   | 4.22%                           |
| 3.8595       | \$556,461,965              | \$2,147,665          | \$2,083,235             | \$1,968,056                 | \$115,179  | 5.85%                           |
| 3.9000       | \$556,461,965              | \$2,170,202          | \$2,105,096             | \$1,968,056                 | \$137,040  | 6.96%                           |
| 4.0000       | \$556,461,965              | \$2,225,848          | \$2,159,072             | \$1,968,056                 | \$191,016  | 9.71%                           |
| 4.1000       | \$556,461,965              | \$2,281,494          | \$2,213,049             | \$1,968,056                 | \$244,993  | 12.45%                          |
| 4.2000       | \$556,461,965              | \$2,337,140          | \$2,267,026             | \$1,968,056                 | \$298,970  | 15.19%                          |
| 4.2455       | \$556,461,965              | \$2,362,459          | \$2,291,585             | \$1,968,056                 | \$323,529  | 16.44%                          |



| PROPERTY TAXES   |                        |             |                |                           |                                      |  |           | FY 2021/2022 |           | NOTES   |
|--|------------------------|-------------|----------------|---------------------------|--------------------------------------|--|-----------|--------------|-----------|---|
| FISCAL<br>YEAR   | ALLOWABLE<br>VALUATION | TAX<br>RATE | TAX<br>REVENUE | %<br>INCREASE<br>DECREASE | FULL MILL<br>GENERATES<br>REVENUE OF | DISCOUNT MILL<br>GENERATES<br>REVENUE OF |           |              |           |   |
| 21-22  | 556,461,965            | 3.6000      | 2,003,263      | 0.00%                     | 556,462                              | 539,768                                  |           |              |           |   |
| 21-22  | 556,461,965            | 3.6711      | 2,042,828      | 0.00%                     | 556,462                              | 539,768                                  |           |              |           |   |
| 21-22  | 556,461,965            | 3.6958      | 2,056,572      | 0.00%                     | 556,462                              | 539,768                                  |           |              |           |   |
| 21-22  | 556,461,965            | 3.8000      | 2,114,555      | 5.29%                     | 556,462                              | 539,768                                  |           |              |           |   |
| 20-21  | 528,479,105            | 3.8000      | 2,008,221      | 10.11%                    | 528,479                              | 512,625                                  |           |              |           |   |
| 19-20  | 479,957,037            | 3.8000      | 1,823,837      | 7.52%                     | 479,957                              | 465,558                                  |           |              |           |   |
| 18-19  | 446,401,768            | 3.6000      | 1,607,046      | 12.18%                    | 446,402                              | 433,010                                  |           |              |           |   |
| 17-18  | 397,937,669            | 3.6000      | 1,432,576      | 7.51%                     | 397,938                              | 386,000                                  |           |              |           |   |
| 16-17  | 370,129,769            | 3.6000      | 1,332,467      | 7.47%                     | 370,130                              | 359,026                                  |           |              |           |   |
| 15-16  | 344,409,056            | 3.6000      | 1,239,873      | 2.76%                     | 344,409                              | 330,633                                  |           |              |           |   |
| 14-15  | 335,144,554            | 3.6000      | 1,206,520      | 2.71%                     | 335,145                              | 321,739                                  |           |              |           |   |
| 13-14  | 326,309,541            | 2.9821      | 973,088        | 1.10%                     | 326,310                              | 313,257                                  |           |              |           |   |
| 12-13  | 322,753,032            | 2.9821      | 962,482        | -1.86%                    | 322,753                              | 309,843                                  |           |              |           |   |
| 11-12  | 328,878,819            | 2.57        | 845,219        | -3.63%                    | 328,879                              | 315,724                                  |           |              |           |   |
| 10-11  | 341,263,287            | 2.57        | 877,047        | -13.17%                   | 341,263                              | 327,613                                  |           |              |           |   |
| 09-10  | 393,027,132            | 2.57        | 1,010,080      | -4.61%                    | 393,027                              | 377,306                                  |           |              |           |   |
| 08-09  | 412,042,547            | 2.57        | 1,058,949      | -4.31%                    | 412,043                              | 395,561                                  |           |              |           |   |
| 07-08  | 430,607,760            | 2.57        | 1,107,738      | 19.24%                    | 430,608                              | 413,383                                  |           |              |           |   |
| 06-07  | 361,114,263            | 2.6         | 938,897        | 24.28%                    | 361,114                              | 346,670                                  |           |              |           |   |
| 05-06  | 290,574,614            | 2.611       | 758,690        | 16.13%                    | 290,575                              | 278,952                                  |           |              |           |   |
| 04-05  | 250,211,641            | 2.611       | 653,303        | 14.00%                    | 250,212                              | 240,203                                  |           |              |           |   |
| 03-04  | 219,477,813            | 2.611       | 573,057        | 8.56%                     | 219,478                              | 210,699                                  |           |              |           |   |
| 02-03  | 202,171,828            | 2.611       | 527,871        | 7.51%                     | 202,172                              | 194,085                                  |           |              |           |   |
| 01-02  | 188,055,215            | 2.611       | 491,012        | 9.09%                     | 188,055                              | 180,533                                  |           |              |           |   |
| 00-01  | 172,384,030            | 2.611       | 450,095        | 2.99%                     | 172,384                              | 165,489                                  |           |              |           |   |
| 99-00  | 167,385,139            | 2.611       | 437,043        | 9.57%                     | 167,385                              | 160,690                                  |           |              |           |   |
| 98-99  | 152,768,239            | 2.611       | 398,878        | 3.22%                     | 152,768                              | 146,658                                  |           |              |           |   |
| 97-98  | 148,001,801            | 2.611       | 386,433        | 5.94%                     | 148,002                              | 142,082                                  |           |              |           |   |
| 96-97  | 139,701,423            | 2.611       | 364,760        | 0.85%                     | 139,701                              | 134,113                                  |           |              |           |   |
| 95-96  | 138,525,257            | 2.611       | 361,689        | 12.76%                    | 138,525                              | 132,984                                  |           |              |           |   |
| 94-95  | 122,848,818            | 2.611       | 320,758        | 3.02%                     | 122,849                              | 117,935                                  |           |              |           |   |
| 93-94  | 119,247,862            | 2.611       | 311,356        | 3.34%                     | 119,248                              | 114,478                                  |           |              |           |   |
| 92-93  | 115,397,761            | 2.611       | 301,304        | 10.90%                    | 115,398                              | 110,782                                  |           |              |           |   |
| 91-92  | 104,052,988            | 2.611       | 271,682        |                           |                                      |  |           |              |           |   |
| TAXABLE VALUES OF HOMES (thousands)<br>(after \$50K exemption) |                        |             |                |                           |                                      |  |           |              |           |   |
| MILLAGE  | \$25                   | \$50        | \$75           | \$100                     | \$125                                | \$150                                    | \$200     | \$225        | \$300     |   |
| RATE   | TAX DUE                | TAX DUE     | TAX DUE        | TAX DUE                   | TAX DUE                              | TAX DUE                                  | TAX DUE   | TAX DUE      | TAX DUE   |   |
| (ROUNDED)  | (ROUNDED)              | (ROUNDED)   | (ROUNDED)      | (ROUNDED)                 | (ROUNDED)                            | (ROUNDED)                                | (ROUNDED) | (ROUNDED)    | (ROUNDED) |   |
| 2.5700   | 64                     | 129         | 193            | 257                       | 321                                  | 386                                      | 514       | 578          | 771       | Prior Year Rate   |
| 2.6000   | 65                     | 130         | 195            | 260                       | 325                                  | 390                                      | 520       | 585          | 780       |   |
| 2.7000   | 68                     | 135         | 203            | 270                       | 338                                  | 405                                      | 540       | 608          | 810       |   |
| 2.8000   | 70                     | 140         | 210            | 280                       | 350                                  | 420                                      | 560       | 630          | 840       |   |
| 2.9000   | 73                     | 145         | 218            | 290                       | 363                                  | 435                                      | 580       | 653          | 870       |   |
| 2.9821   | 75                     | 149         | 224            | 298                       | 373                                  | 447                                      | 596       | 671          | 895       | Prior Year Rate   |
| 3.0000   | 75                     | 150         | 225            | 300                       | 375                                  | 450                                      | 600       | 675          | 900       |   |
| 3.1000   | 78                     | 155         | 233            | 310                       | 388                                  | 465                                      | 620       | 698          | 930       |   |
| 3.2000   | 80                     | 160         | 240            | 320                       | 400                                  | 480                                      | 640       | 720          | 960       |   |
| 3.3000   | 83                     | 165         | 248            | 330                       | 413                                  | 495                                      | 660       | 743          | 990       |   |
| 3.3500   | 84                     | 168         | 251            | 335                       | 419                                  | 503                                      | 670       | 754          | 1,005     |   |
| 3.4000   | 85                     | 170         | 255            | 340                       | 425                                  | 510                                      | 680       | 765          | 1,020     |   |
| 3.5000   | 88                     | 175         | 263            | 350                       | 438                                  | 525                                      | 700       | 788          | 1,050     |   |
| 3.6000   | 90                     | 180         | 270            | 360                       | 450                                  | 540                                      | 720       | 810          | 1,080     | Prior Year Rate   |
| 3.6711   | 92                     | 184         | 275            | 367                       | 459                                  | 551                                      | 734       | 826          | 1,101     | Millage Rate with same as CY Revenues<br>Rolled Back Rate & CY Adjusted Rolled<br>Back Rate |
| 3.6958   | 92                     | 185         | 277            | 370                       | 462                                  | 554                                      | 739       | 832          | 1,109     |   |
| 3.7000   | 93                     | 185         | 278            | 370                       | 463                                  | 555                                      | 740       | 833          | 1,110     |   |
| 3.8000   | 95                     | 190         | 285            | 380                       | 475                                  | 570                                      | 760       | 855          | 1,140     | Proposed Millage Rate in Budget   |
| 3.8595   | 96                     | 193         | 289            | 386                       | 482                                  | 579                                      | 772       | 868          | 1,158     | CY Adjusted Rolled Back Rate X 1.0443   |
| 3.9000   | 98                     | 195         | 293            | 390                       | 488                                  | 585                                      | 780       | 878          | 1,170     |   |
| 4.0000   | 100                    | 200         | 300            | 400                       | 500                                  | 600                                      | 800       | 900          | 1,200     |   |
| 4.1000   | 103                    | 205         | 308            | 410                       | 513                                  | 615                                      | 820       | 923          | 1,230     |   |
| 4.2000   | 105                    | 210         | 315            | 420                       | 525                                  | 630                                      | 840       | 945          | 1,260     |   |
| 4.2455   | 106                    | 212         | 318            | 425                       | 531                                  | 637                                      | 849       | 955          | 1,274     | Maximum Millage Rate: 3.8595 X 1.10%  |





# CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

Item #5.

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

|  |   |
|--|---|
| Year: 2021   | County: CLAY                                    |
| Principal Authority:<br>CITY OF GREEN COVE SPRINGS | Taxing Authority:<br>CITY OF GREEN COVE SPRINGS |

## SECTION I : COMPLETED BY PROPERTY APPRAISER

|           |  |                              |   |              |
|-----------|--|------------------------------|---|--------------|
| 1.        | Current year taxable value of real property for operating purposes   | \$                           | 502,353,089   | (1)          |
| 2.        | Current year taxable value of personal property for operating purposes   | \$                           | 53,299,312  | (2)          |
| 3.        | Current year taxable value of centrally assessed property for operating purposes   | \$                           | 809,564   | (3)          |
| 4.        | Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>  | \$                           | 556,461,965   | (4)          |
| 5.        | Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)            | \$                           | 14,568,979  | (5)          |
| 6.        | Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>   | \$                           | 541,892,986   | (6)          |
| 7.        | Prior year FINAL gross taxable value from prior year applicable Form DR-403 series   | \$                           | 527,029,572   | (7)          |
| 8.        | Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0   | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO                                      | Number 0 (8) |
| 9.        | Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0 | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO                                      | Number 0 (9) |
| SIGN HERE | <b>Property Appraiser Certification</b>  |                              | I certify the taxable values above are correct to the best of my knowledge. |              |
|           | Signature of Property Appraiser:   |                              | Date:   |              |
|           | Electronically Certified by Property Appraiser   |                              | 7/1/2021 12:30 PM   |              |

## SECTION II : COMPLETED BY TAXING AUTHORITY

|   |  |        |             |      |
|---|--|--------|-------------|------|
| If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-. |  |        |             |      |
| 10.   | Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>   | 3.8000 | per \$1,000 | (10) |
| 11.   | Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>   | \$     | 2,002,712   | (11) |
| 12.   | Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i> | \$     | 0           | (12) |
| 13.   | Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>   | \$     | 2,002,712   | (13) |
| 14.   | Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>  | \$     | 0           | (14) |
| 15.   | Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>  | \$     | 541,892,986 | (15) |
| 16.   | Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>   | 3.6958 | per \$1000  | (16) |
| 17.   | Current year proposed operating millage rate   | 3.8000 | per \$1000  | (17) |
| 18.   | Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>  | \$     | 2,114,555   | (18) |



|     |  |   |  |      |
|-----|--|---|--|------|
| 19. | TYPE of principal authority (check one)                | <input type="checkbox"/> County                         | <input type="checkbox"/> Independent Special District    | (19) |
|     |  | <input checked="" type="checkbox"/> Municipality        | <input type="checkbox"/> Water Management District       |      |
| 20. | Applicable taxing authority (check one)                | <input checked="" type="checkbox"/> Principal Authority | <input type="checkbox"/> Dependent Special District      | (20) |
|     |  | <input type="checkbox"/> MSTU                           | <input type="checkbox"/> Water Management District Basin |      |
| 21. | Is millage levied in more than one county? (check one) | <input type="checkbox"/> Yes                            | <input checked="" type="checkbox"/> No                   | (21) |

**DEPENDENT SPECIAL DISTRICTS AND MSTUs****STOP HERE - SIGN AND SUBMIT**

|     |  |    |                    |      |
|-----|--|----|--------------------|------|
| 22. | Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>  | \$ | 2,002,712          | (22) |
| 23. | Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>   |    | 3.6958 per \$1,000 | (23) |
| 24. | Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>   | \$ | 2,056,572          | (24) |
| 25. | Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i> | \$ | 2,114,555          | (25) |
| 26. | Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>   |    | 3.8000 per \$1,000 | (26) |
| 27. | Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, <b>minus 1</b>, multiplied by 100)</i>  |    | 2.82 %             | (27) |

|   |   |                         |   |         |
|---|---|-------------------------|---|---------|
| <b>First public budget hearing</b>                      |   | Date :                  | Time :  | Place : |
| <b>S<br/>I<br/>G<br/>N<br/><br/>H<br/>E<br/>R<br/>E</b> | <b>Taxing Authority Certification</b>       |                         | I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S. |         |
|   | Signature of Chief Administrative Officer : |                         |   | Date :  |
|   | Title :                                     |                         | Contact Name and Contact Title :  |         |
|   | Steve Kennedy, City Manager                 |                         | Marlena Guthrie, CPA, Finance Director  |         |
|   | Mailing Address :                           |                         | Physical Address :  |         |
| 321 WALNUT ST   |   | 321 WALNUT STREET       |   |         |
| City, State, Zip :                                      |   | Phone Number :          | Fax Number :  |         |
| GREEN COVE SPRINGS, FL 32043                            |   | 904-297-7500, ext. 3309 | 904-284-2718  |         |



# CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

"Principal Authority" is a county, municipality, or independent special district (including water management districts).

"Taxing Authority" is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

## Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

### Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

### Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check "Yes" if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue  
Property Tax Oversight - TRIM Section  
P. O. Box 3000  
Tallahassee, Florida 32315-3000

## Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. "Dependent special district" (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district" (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

"Non-voted millage" is any millage not defined as a "voted millage" in s. 200.001(8)(f), F.S.

### Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

### Line 24

Include only those levies derived from millage rates.





# MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

Reset Form

Print Form

Item #5.

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

|  |   |   |  |
|--|---|---|--|
| Year: <b>2021</b>  |   | County: <b>CLAY</b>                             |  |
| Principal Authority:<br>CITY OF GREEN COVE SPRINGS   |   | Taxing Authority:<br>CITY OF GREEN COVE SPRINGS |  |
| 1.   | Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?   | <input type="checkbox"/> Yes                    | <input checked="" type="checkbox"/> No (1) |
| <b>IF YES, STOP STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.</b>       |   |   |  |
| 2.   | Current year rolled-back rate from Current Year Form DR-420, Line 16  | 3.6958 per \$1,000                              | (2)  |
| 3.   | Prior year maximum millage rate with a majority vote from <b>2020</b> Form DR-420MM, Line 13  | 3.7893 per \$1,000                              | (3)  |
| 4.   | Prior year operating millage rate from Current Year Form DR-420, Line 10  | 3.8000 per \$1,000                              | (4)  |
| <b>If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.</b> |   |   |  |
| <b>Adjust rolled-back rate based on prior year majority-vote maximum millage rate</b>              |   |   |  |
| 5.   | Prior year final gross taxable value from Current Year Form DR-420, Line 7  | \$ 0  | (5)  |
| 6.   | Prior year maximum ad valorem proceeds with majority vote<br>(Line 3 multiplied by Line 5 divided by 1,000)   | \$ 0  | (6)  |
| 7.   | Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12   | \$ 0  | (7)  |
| 8.   | Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)  | \$ 0  | (8)  |
| 9.   | Adjusted current year taxable value from Current Year form DR-420 Line 15   | \$ 0  | (9)  |
| 10.  | Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)  | 0.0000 per \$1,000                              | (10)                                       |
| <b>Calculate maximum millage levy</b>  |   |   |  |
| 11.  | Rolled-back rate to be used for maximum millage levy calculation<br>(Enter Line 10 if adjusted or else enter Line 2)  | 3.6958 per \$1,000                              | (11)                                       |
| 12.  | Adjustment for change in per capita Florida personal income (See Line 12 Instructions)  | <b>1.0443</b>                                   | (12)                                       |
| 13.  | Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)  | 3.8595 per \$1,000                              | (13)                                       |
| 14.  | Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)   | 4.2455 per \$1,000                              | (14)                                       |
| 15.  | Current year proposed millage rate  | 3.8000 per \$1,000                              | (15)                                       |
| 16.  | <b>Minimum vote required to levy proposed millage:</b> (Check one)  |   |  |
| <input checked="" type="checkbox"/>  | a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. <b>Enter Line 13 on Line 17.</b>                 |   |  |
| <input type="checkbox"/>   | b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. <b>Enter Line 15 on Line 17.</b>          |   |  |
| <input type="checkbox"/>   | c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. <b>Enter Line 15 on Line 17.</b> |   |  |
| <input type="checkbox"/>   | d. Referendum: The maximum millage rate is equal to the proposed rate. <b>Enter Line 15 on Line 17.</b>   |   |  |
| 17.  | The selection on Line 16 allows a maximum millage rate of<br>(Enter rate indicated by choice on Line 16)  | 3.8595 per \$1,000                              | (17)                                       |
| 18.  | Current year gross taxable value from Current Year Form DR-420, Line 4  | \$ 556,461,965                                  | (18)                                       |

Continued on page 2

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|  |   |  |   |
|--|---|--|---|
| Taxing Authority :<br>CITY OF GREEN COVE SPRINGS |   | <div style="border: 1px solid black; display: inline-block; padding: 2px;">DR-420MM-P</div><br><div style="border: 1px solid black; display: inline-block; padding: 2px;">Item #5.</div> |   |
| 19.  | Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>  | \$ 2,114,555   | (19)  |
| 20.  | Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>   | \$ 2,147,665   | (20)  |
| <b>DEPENDENT SPECIAL DISTRICTS AND MSTUs</b>     |   | <b>STOP HERE. SIGN AND SUBMIT.</b>   |   |
| 21.  | Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i> | \$ 0   | (21)  |
| 22.  | Total current year proposed taxes <i>(Line 19 plus Line 21)</i>   | \$ 2,114,555   | (22)  |
| <b>Total Maximum Taxes</b>                       |   |  |   |
| 23.  | Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i> | \$ 0   | (23)  |
| 24.  | Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>   | \$ 2,147,665   | (24)  |
| <b>Total Maximum Versus Total Taxes Levied</b>   |   |  |   |
| 25.  | Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)                                    | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO  | (25)  |
| S<br>I<br>G<br>N<br><br>H<br>E<br>R<br>E         | <b>Taxing Authority Certification</b>   |  | I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S. |
|  | Signature of Chief Administrative Officer :   |  | Date :  |
|  | Title :<br>Steve Kennedy, City Manager  | Contact Name and Contact Title :<br>Marlena Guthrie, CPA, Finance Director   |   |
|  | Mailing Address :<br>321 WALNUT ST  | Physical Address :<br>321 WALNUT STREET  |   |
|  | City, State, Zip :<br>GREEN COVE SPRINGS, FL 32043  | Phone Number :<br>904-297-7500, ext. 3309  | Fax Number :<br>904-284-2718  |

**Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.**



**MAXIMUM MILLAGE LEVY CALCULATION  
PRELIMINARY DISCLOSURE  
INSTRUCTIONS**

**General Instructions**

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2021 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

**Line Instructions**

**Lines 5-10**

Only taxing authorities that levied a 2020 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2020 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

**Line 12**

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

**Lines 13 and 14**

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

**Line 16**

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

**Line 17**

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.



AD VALOREM REVENUE  
2022

|  | CURRENT<br>MILLAGE RATE | CURRENT<br>YEAR ROLLED BACK<br>RATE | CURRENT YR<br>ADJUSTED<br>ROLL BACK RATE | MAX<br>MILLAGE<br>RATE ALLOWED<br>AFTER PER CAPITA INCOME<br>ADJUSTMENT OF 1.043 | MAX<br>MILLAGE RATE<br>ALLOWED<br>1.10 TIMES 3.8595 | ANYTHING OVER<br>4.2455 MILLS | POTENTIAL<br>MILLAGE<br>RATE | FORMER<br>RATE  |
|--|-------------------------|-------------------------------------|--|--|---|-------------------------------|------------------------------|-----------------|
| (Majority Vote)  | (Majority Vote)         | (Majority Vote)                     | (Majority Vote)                          | (Majority Vote)  | (2/3 Vote)  | (UNANIMOUS )                  | (Majority Vote)              | (Majority Vote) |
| % INC FROM FY 2021<br>INCOME OF \$1,968,056<br>at 100% | 4.22%                   | 1.36%                               | 1.36%                                    | 5.85%  | 16.44%  | 16.44%                        | 1.36%                        | -1.26%          |
| MILLAGE RATES:   | 3.8000                  | 3.6958                              | 3.6958                                   | 3.8595   | 4.2455  | 4.2455                        | 3.6958                       | 3.6000          |
|  | (# 4, DR 420 MMP)       | (#16 DR 420-PRIOR YEAR)             | (#11 DR-420MMP)                          | (#13 DR 420MMP)  | (#14 DR 420MMP)                                     | (#14 DR 420MMP)               | (#11 DR-420MMP)              |                 |
| TAXABLE VALUE  | \$556,461,965           | \$556,461,965                       | \$556,461,965                            | \$556,461,965  | \$556,461,965                                       | \$556,461,965                 | \$556,461,965                | \$556,461,965   |
| REV. GENERATED 100%                                    | \$2,114,555             | \$2,056,572                         | \$2,056,572                              | \$2,147,665  | \$2,362,459   | \$2,362,459                   | \$2,056,572                  | \$2,003,263     |
| (note 1)   |                         |                                     |  |  |   |                               |                              |                 |
| REVENUE @ 97%  | \$2,051,119             | \$1,994,875                         | \$1,994,875                              | \$2,083,235  | \$2,291,585   | \$2,291,585                   | \$1,994,875                  | \$1,943,165     |
| <u>ANYTHING OVER 4.2455 MUST BE A UNANIMOUS VOTE</u>   |                         |                                     |  |  |   |                               |                              |                 |

Note 1: Budgeted at 97%





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** Regular Session **MEETING DATE:** September 7, 2021  
**FROM:** Marlena Guthrie, Finance Director  
**SUBJECT:** First Public Hearing on the Fiscal Year 2021/2022 Annual Operating Budget and approval of Resolution No. R-19-2021 adopting the Tentative Annual Operating Budget for Fiscal Year 2021/2022 and set September 21, 2021 at 7:00 p.m. as the final hearing date.

### BACKGROUND

The second issue to be discussed at the public hearing on the millage rate and the budget is the tentative Annual Operating Budget. At all public hearings, the Council shall hear comments regarding the budget and citizens shall be allowed to speak and ask questions prior to the adoption of any measures by the Council. The total proposed operating budget for the City of Green Cove Springs for Fiscal Year 2022 is \$55,714,159 which is \$10,773,842 more than Fiscal Year 2021.

The attached Exhibit 'A' – "Budget Summary – all Funds" to Resolution No. R-19-2021 reflects the original budget as presented on July 20, 2021.

However, we have had 3 subsequent budget meetings that resulted in recommendations for adjustments totaling \$113,526, as of August 17, 2021 that increased the total budget to \$55,827,685.

Should the Council enact the recommendations, then the total operating budget would become \$55,827,685 as shown in Exhibit B and the Resolution has been prepared accordingly to meet Council actions.

### FISCAL IMPACT

N/A

### RECOMMENDATION

Approve Resolution No. R-19-2021 and tentatively adopt the Annual Operating Budget for FY 2021/2022 and set September 21, 2021 at 7:00 p.m. as the final public hearing on the budget.



**RESOLUTION NO. R-19-2021****A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS OF CLAY COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2021/2022; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Green Cove Springs of Clay County, Florida, on September 7, 2021, held a public hearing as required by Florida Statute 200.065; and

**WHEREAS**, the City of Green Cove Springs of Clay County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2021/2022 in the amount of \$55,827,685.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA THAT:**

1. The Fiscal Year 2021/2022 Tentative Budget attached hereto as Exhibit 'B' be adopted.
2. This Resolution will take effect immediately upon its adoption.

**DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 7th DAY OF SEPTEMBER, 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Edward Gaw, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM ONLY:**

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



'EXHIBIT A'

**CITY OF GREEN COVE SPRINGS  
CLAY COUNTY, FLORIDA**

**THE PROPOSED ANNUAL BUDGET FOR FISCAL  
YEAR 2021/2022 BEGINNING OCTOBER 1, 2021**

**BUDGET SUMMARY - ALL FUNDS**

**Revenues:**

|                                    |                   |
|------------------------------------|-------------------|
| Ad Valorem Taxes                   | 2,051,119         |
| Other Taxes                        | 2,331,341         |
| Franchise Fees                     | 398,000           |
| Licenses and Permits               | 50,000            |
| Charges for Services               | 40,000            |
| Fines & Forfeitures                | 1,690,750         |
| Economic Environment               | 111,023           |
| Recreation Events                  | 66,000            |
| Miscellaneous                      | 157,380           |
| Interest                           | 3,000             |
| Grants/Loans                       | 2,311,000         |
| Legislative Delegation             | 300,000           |
| Interlocal Agreement               | 332,090           |
| Private Developer                  | 215,000           |
| Interfund Transfers                | 1,756,465         |
| ARPA Funds                         | 1,802,123         |
| Transfers from Reserves            | 325,440           |
| <b>TOTAL GENERAL FUND REVENUES</b> |                   |
| <b>TO BE AVAILABLE</b>             | <b>13,940,731</b> |

**Expenditures:**

|                                  |                   |
|----------------------------------|-------------------|
| City Council                     | 78,498            |
| Manager's Office                 | 351,461           |
| City Clerk                       | 160,521           |
| Human Resources                  | 260,650           |
| Augusta Savage Community Center  | 1,659,321         |
| Finance                          | 353,057           |
| Information Technology           | 245,424           |
| General Services                 | 2,205,626         |
| Legal                            | 118,422           |
| Development Services             | 245,012           |
| Code Enforcement                 | 75,880            |
| Police                           | 3,840,888         |
| Public Works                     | 2,575,418         |
| Right of Way Maintenance         | 268,553           |
| Parks and Recreation             | 1,237,640         |
| Parks and Recreation Programming | 72,000            |
| Equipment Maintenance            | 192,360           |
| <b>TOTAL ANTICIPATED GENERAL</b> |                   |
| <b>FUND EXPENDITURES</b>         | <b>13,940,731</b> |



**UTILITIES FUNDS ANTICIPATED  
REVENUES AND EXPENDITURES**

**ELECTRIC FUND:**

**Revenues:**

|                              |                   |
|------------------------------|-------------------|
| Electric Sales               | 12,500,000        |
| Night Lights                 | 68,500            |
| Electric Connections         | 13,500            |
| Electric Department Services | 250,000           |
| Pole Rental                  | 51,600            |
| Interest                     | 6,500             |
| Late Fees/Miscellaneous      | 126,000           |
| Reserves                     | 2,140,008         |
| Loan Proceeds/Grant          | 2,182,737         |
| <b>TOTAL REVENUES</b>        | <b>17,338,845</b> |

|                              |                   |
|------------------------------|-------------------|
| <b>Electric Expenditures</b> | <b>17,338,845</b> |
|------------------------------|-------------------|

**WATER FUND:**

**Revenues:**

|                             |                  |
|-----------------------------|------------------|
| Water Sales                 | 1,751,000        |
| Water Taps                  | 100,000          |
| Water Department Services   | 6,000            |
| New Meter Installation Fees | 55,000           |
| Loan Proceeds               | 1,750,000        |
| Extension Reimbursements    | 30,000           |
| Interest                    | 1,300            |
| Late Fees/Miscellaneous     | 17,800           |
| Fire Protection Fee         | 15,000           |
| <b>TOTAL REVENUES</b>       | <b>3,726,100</b> |

|                           |                  |
|---------------------------|------------------|
| <b>Water Expenditures</b> | <b>3,726,100</b> |
|---------------------------|------------------|

**WASTEWATER FUND:**

**Revenues:**

|                         |                   |
|-------------------------|-------------------|
| Wastewater Sales        | 3,200,000         |
| Extension Reimbursement | 20,000            |
| Interest                | 1,000             |
| Late Fees/Miscellaneous | 18,600            |
| Grant                   | 256,136           |
| Loan Proceeds           | 13,500,000        |
| Wastewater Improvement  | 173,864           |
| <b>TOTAL REVENUES</b>   | <b>17,169,600</b> |

|                                |                   |
|--------------------------------|-------------------|
| <b>Wastewater Expenditures</b> | <b>17,169,600</b> |
|--------------------------------|-------------------|



**SANITATION SERVICES:**

**Revenues:**

|                         |                |
|-------------------------|----------------|
| Refuse fees             | 753,420        |
| Interest                | 600            |
| Late Fees/Miscellaneous | 7,600          |
| Franchise Fees          | 66,000         |
| Construction Debris     | 4,800          |
| <b>TOTAL REVENUES</b>   | <b>832,420</b> |

|                                |                |
|--------------------------------|----------------|
| <b>Sanitation Expenditures</b> | <b>832,420</b> |
|--------------------------------|----------------|

**CUSTOMER SERVICE:**

**Revenues:**

|                          |                |
|--------------------------|----------------|
| Transfers from Utilities | 454,252        |
| <b>TOTAL REVENUES</b>    | <b>454,252</b> |

|                                      |                |
|--------------------------------------|----------------|
| <b>Customer Service Expenditures</b> | <b>454,252</b> |
|--------------------------------------|----------------|

**STORMWATER:**

**Revenues:**

|                         |                  |
|-------------------------|------------------|
| Stormwater Fees         | 685,000          |
| Late Fees/Miscellaneous | 1,150            |
| Reserves                | 227,258          |
| Loan/Grants             | 713,431          |
| <b>TOTAL REVENUES</b>   | <b>1,626,839</b> |

|                                |                  |
|--------------------------------|------------------|
| <b>Stormwater Expenditures</b> | <b>1,626,839</b> |
|--------------------------------|------------------|

**RECLAIMED WATER:**

**Revenues:**

|                           |          |
|---------------------------|----------|
| Transfers from Wastewater | -        |
| <b>TOTAL REVENUES</b>     | <b>-</b> |

|                                     |          |
|-------------------------------------|----------|
| <b>Reclaimed Water Expenditures</b> | <b>-</b> |
|-------------------------------------|----------|



## **SPECIAL REVENUE FUNDS**

### **BUILDING FUND REVENUE AND EXPENDITURES**

**Revenues:**

|                         |                |
|-------------------------|----------------|
| Building Permits        | 185,000        |
| Building Inspections    | 4,500          |
| Plan Reviews            | 10,000         |
| Surcharges              | 4,000          |
| School Impact Fees      | 36,000         |
| Transfers from Reserves | 125,075        |
| <b>TOTAL REVENUES</b>   | <b>364,575</b> |

|                                   |                |
|-----------------------------------|----------------|
| <b>Building Fund Expenditures</b> | <b>364,575</b> |
|-----------------------------------|----------------|

### **SPECIAL LAW ENFORCEMENT TRUST FUND REVENUES AND EXPENDITURES**

**Revenues:**

|                      |               |
|----------------------|---------------|
| From Fund Balance    | 20,000        |
| <b>TOTAL REVENUE</b> | <b>20,000</b> |

|  |               |
|--|---------------|
| <b>Special Law Enforcement<br/>Trust Fund Expenditures</b> | <b>20,000</b> |
|--|---------------|

### **CAPITAL IMPROVEMENT FUND - POLICE EMERGENCY OPERATIONS CENTER REVENUES AND EXPENDITURES**

**Revenues:**

|                           |                |
|---------------------------|----------------|
| Transfers In-Debt Service | 159,867        |
| <b>TOTAL REVENUES</b>     | <b>159,867</b> |

**Expenditures:**

|  |                |
|--|----------------|
| Debt Service   | 159,867        |
| <b>CIP - Police Emergency Operations<br/>Center Expenditures</b> | <b>159,867</b> |



**CAPITAL IMPROVEMENT FUND -  
SPRING PARK  
REVENUES AND EXPENDITURES**

**Revenues:**

|                       |               |
|-----------------------|---------------|
| Transfers In          | 80,930        |
| <b>TOTAL REVENUES</b> | <b>80,930</b> |

|                                       |               |
|---------------------------------------|---------------|
| <b>CIP - Spring Park Expenditures</b> | <b>80,930</b> |
|---------------------------------------|---------------|

|                        |                   |
|------------------------|-------------------|
| <b>TOTAL ALL FUNDS</b> | <b>55,714,159</b> |
|------------------------|-------------------|



## DEPARTMENT SUMMARY BY FUNDS

SEPTEMBER 7, 2021

|   | PROPOSED<br>BUDGET<br>7/20/2021 | PROPOSED<br>BUDGET<br>9/7/2021 | SUBSEQUENT NET<br>ADJUSTMENTS<br>AFTER 7/20/2021 |
|---|---------------------------------|--------------------------------|--|
| <b>GENERAL FUND</b>                             |                                 |                                |  |
| Revenue   | 13,940,731                      | 14,022,960                     | 82,229   |
| <b>Expenses:</b>                                |                                 |                                |  |
| City Council                                    | 78,498                          | 83,516                         | 5,018  |
| City Clerk                                      | 160,521                         | 160,560                        | 39   |
| City Manager                                    | 351,461                         | 371,833                        | 20,372   |
| Human Resources                                 | 260,650                         | 276,792                        | 16,142   |
| Augusta Savage                                  | 1,659,321                       | 1,659,889                      | 568  |
| Finance   | 353,057                         | 353,190                        | 133  |
| Information Tech                                | 245,424                         | 245,488                        | 64   |
| General Services                                | 369,692                         | 366,400                        | (3,292)  |
| General Services - Contribution to Fund Balance | 33,811                          | 0                              | (33,811)   |
| General Services - Contingency                  | 1,802,123                       | 2,147,911                      | 345,788  |
| City Attorney                                   | 118,422                         | 142,943                        | 24,521   |
| Development Services                            | 245,012                         | 245,053                        | 41   |
| Code Enforcement                                | 75,880                          | 76,168                         | 288  |
| Police  | 3,840,888                       | 3,704,547                      | (136,341)  |
| Public Works                                    | 2,575,418                       | 2,580,000                      | 4,582  |
| Right of Way Maintenance                        | 268,553                         | 269,492                        | 939  |
| Parks & Recreation                              | 1,237,640                       | 1,073,988                      | (163,652)  |
| Parks & Recreation Programming                  | 72,000                          | 72,000                         | 0  |
| Equipment Maintenance                           | 192,360                         | 193,190                        | 830  |
| <b>Total General Fund</b>                       | <b>13,940,731</b>               | <b>14,022,960</b>              | <b>82,229</b>                                    |
| <b>UTILITY FUND:</b>                            |                                 |                                |  |
| <b>Electric:</b>                                |                                 |                                |  |
| Revenue   | 17,338,845                      | 17,368,100                     | 29,255   |
| Expenses  | 17,338,845                      | 17,368,100                     | 29,255   |
| <b>Water:</b>                                   |                                 |                                |  |
| Revenue   | 3,726,100                       | 3,726,100                      | 0  |
| Expenses  | 3,726,100                       | 3,726,100                      | 0  |
| <b>Wastewater:</b>                              |                                 |                                |  |
| Revenue   | 17,169,600                      | 17,169,600                     | 0  |
| Expenses  | 17,169,600                      | 17,169,600                     | 0  |
| <b>Solid Waste:</b>                             |                                 |                                |  |
| Revenue   | 832,420                         | 832,420                        | 0  |
| Expenses  | 832,420                         | 832,420                        | 0  |
| <b>Customer Service:</b>                        |                                 |                                |  |
| Revenue   | 454,252                         | 454,252                        | 0  |
| Expenses  | 454,252                         | 454,252                        | 0  |



## DEPARTMENT SUMMARY BY FUNDS

SEPTEMBER 7, 2021

|                                       | PROPOSED<br>BUDGET<br>7/20/2021 | PROPOSED<br>BUDGET<br>9/7/2021 | SUBSEQUENT NET<br>ADJUSTMENTS<br>AFTER 7/20/2021 |
|---------------------------------------|---------------------------------|--------------------------------|--|
| <b>Stormwater:</b>                    |                                 |                                |  |
| Revenue                               | 1,626,839                       | 1,628,818                      | 1,979  |
| Expenses                              | 1,626,839                       | 1,628,818                      | 1,979  |
| <b>Reclaimed Water:</b>               |                                 |                                |  |
| Revenue                               | 0                               | 0                              | 0  |
| Expenses                              | 0                               | 0                              | 0  |
| <b>Special Revenue Funds:</b>         |                                 |                                |  |
| <b>Building Fund:</b>                 |                                 |                                |  |
| Revenue                               | 364,575                         | 364,638                        | 63   |
| Expenses                              | 364,575                         | 364,638                        | 63   |
| <b>Special Law Enforcement Trust:</b> |                                 |                                |  |
| Revenue                               | 20,000                          | 20,000                         | 0  |
| Expenses                              | 20,000                          | 20,000                         | 0  |
| <b>Capital Fund-Police EOC :</b>      |                                 |                                |  |
| Revenue                               | 159,867                         | 159,867                        | 0  |
| Expenses                              | 159,867                         | 159,867                        | 0  |
| <b>Capital Fund-Spring Park :</b>     |                                 |                                |  |
| Revenue                               | 80,930                          | 80,930                         | 0  |
| Expenses                              | 80,930                          | 80,930                         | 0  |
| <b>TOTAL ALL FUNDS</b>                | <b>55,714,159</b>               | <b>55,827,685</b>              | <b>113,526</b>                                   |



| CHANGES TO FY 22 PROPOSED BUDGET  |                  |                  |               |                  |   |
|---|------------------|------------------|---------------|------------------|---|
| AFTER 7/15/21 BUDGET RELEASE & 8/3/21, 8/5/21 & 8/17/21 BUDGET HEARINGS |                  |                  |               |                  |   |
| GENERAL FUND  |                  |                  |               |                  |   |
|   |                  | Proposed         |               | Ending           |   |
|   | Account Number   | Budget           | Change        | Balance          | Comments  |
| <b>REVENUE:</b>   |                  |                  |               |                  |   |
|   |                  |                  |               |                  |   |
| AD VALOREM TAXES  | 001-3111000      | 2,051,119        | 21,145        | 2,072,264        | Increased collection percentage from 97% to 98%                                   |
| 6% GAS TAX CNTY OPT (R-G)   | 001-3122100      | 260,000          | 272           | 260,272          | Received Estimated State Revenues   |
| FL 7TH CENT SURTAX (R-S)  | 001-3126000      | 950,000          | 4,786         | 954,786          | Received Estimated State Revenues   |
| COMMUNICATIONS SVCS TAX   | 001-3132200      | 390,000          | 3,077         | 393,077          | Received Estimated State Revenues   |
| STATE REVENUE SHARING   | 001-3351200      | 272,572          | 739           | 273,311          | Received Estimated State Revenues   |
| SALES TAX 1/2 CENT  | 001-3351800      | 517,792          | (42,675)      | 475,117          | Received Estimated State Revenues   |
| INTERLOCAL-SCHOOL BOARD   | 001-3124001      | 332,090          | 15,998        | 348,088          | Received Revised Contract   |
| COURT FINES & FORFEITURES   | 001-3511000      | 130,000          | 10,000        | 140,000          | Increased traffic citations   |
| RED LIGHT CAMERA REVENUE  | 001-3511010      | 1,520,000        | (351,901)     | 1,168,099        | Remove 3 additional cameras   |
| PRIVATE DEVELOPER   | 001-3832239      | 215,000          | (200,000)     | 15,000           | Remove Park Concession from CIP   |
| LOAN (TO BE SECURED)  | 001-3832237      | 0                | 150,000       | 150,000          | Lease Purchase JD Backhoe   |
| SALE OF FIXED ASSETS  | 001-3640000      | 0                | 125,000       | 125,000          | Sale of Old Fire Station  |
| ARPA FUNDS  | 001-3832XXX      | 1,802,123        | 345,788       | 2,147,911        | Revised ARPA Funds  |
|   |                  |                  |               |                  |   |
| <b>Total change in revenue</b>  |                  | <b>8,440,696</b> | <b>82,229</b> | <b>8,522,925</b> |   |
|   |                  |                  |               |                  |   |
| <b>EXPENDITURES:</b>  |                  |                  |               |                  |   |
|   |                  |                  |               |                  |   |
| Workers Compensation  | Various          | 93,339           | 25,078        | 118,417          | Workers Comp renewal increase   |
|   |                  |                  |               |                  |   |
|   |                  |                  |               |                  |   |
| <b>CITY COUNCIL:</b>  |                  |                  |               |                  |   |
| Professional Services   | 001-1111-5003100 | 15,000           | 5,000         | 20,000           | Lobbyist Increase   |
|   |                  |                  |               |                  |   |
| <b>CITY MANAGER:</b>  |                  |                  |               |                  |   |
| Personal Services   | Various          | 327,654          | 20,372        | 348,026          | City Manager increase per new contract.   |
|   |                  |                  |               |                  |   |
| <b>HUMAN RESOURCES:</b>   |                  |                  |               |                  |   |
| Personal Services   | Various          | 221,391          | 16,143        | 237,534          | New HR Director increase along with revised Wokers Comp renewal increase          |
|   |                  |                  |               |                  |   |
| <b>GENERAL SERVICES:</b>  |                  |                  |               |                  |   |
| Contribution to GF Reserves   | 001-1319-5009000 | 33,811           | (33,811)      | 0                | Balancing Account   |
| Insurance   | 001-1319-5004500 | 49,628           | (3,292)       | 46,336           | Reduced Property Ins Premiums   |
| Contingency   | 001-1319-5009992 | 1,802,123        | 345,788       | 2,147,911        | Revised ARPA Funds  |
|   |                  |                  |               |                  |   |
| <b>CITY ATTORNEY:</b>   |                  |                  |               |                  |   |
| Personal Services   | Various          | 87,363           | 24,520        | 111,883          | City Attorney increase per new contract.  |
|   |                  |                  |               |                  |   |
| <b>POLICE</b>   |                  |                  |               |                  |   |
| Red Light Camera/Rent/Fee   | Various          | 428,000          | (153,000)     | 275,000          | Remove 3 additional cameras   |
| Insurance   | 001-2020-5004500 | 61,314           | (934)         | 60,380           | Reduced Property Ins Premiums   |
|   |                  |                  |               |                  |   |
| <b>PUBLIC WORKS</b>   |                  |                  |               |                  |   |
| Insurance   | 001-3052-5004500 | 15,464           | 17            | 15,481           | Increased Property Ins Premiums   |
|   |                  |                  |               |                  |   |
| <b>PARKS</b>  |                  |                  |               |                  |   |
| Operating Supplies  | 001-3072-5005200 | 48,000           | (5,000)       | 43,000           | Remove \$5K for Picnic Tables VFH Park  |
| Parks-Improv't Other Than Bldgs   | 001-3072-5006300 | 763,000          | (200,000)     | 563,000          | Remove Park Concession from CIP   |
| Personal Services   | Various          | 213,910          | 42,998        | 256,908          | Addition of 1 new Parks Employee along with revised Workers Comp renewal increase |
| Insurance   | 001-3072-5004500 | 43,240           | (1,650)       | 41,590           | Reduced Property Ins Premiums   |
|   |                  |                  |               |                  |   |
|   |                  |                  |               |                  |   |
| <b>Total change in expenses</b>   |                  | <b>4,203,237</b> | <b>82,229</b> | <b>4,285,466</b> |   |
|   |                  |                  |               |                  |   |
| <b>NET CHANGE IN REV/(EXP)</b>  |                  |                  | <b>0</b>      |                  |   |



| CHANGES TO FY 22 PROPOSED BUDGET  |                |                |           |                |                               |
|---|----------------|----------------|-----------|----------------|-------------------------------|
| AFTER 7/15/21 BUDGET RELEASE & 8/3/21, 8/5/21 & 8/17/21 BUDGET HEARINGS |                |                |           |                |                               |
| BUILDING FUND (102)   |                |                |           |                |                               |
|   |                | Proposed       |           | Ending         |                               |
|   | Account Number | Budget         | Change    | Balance        | Comments                      |
| <b>REVENUE:</b>   |                |                |           |                |                               |
| Transfer In From Fund Balance   | 102-3810000    | 125,075        | 63        | 125,138        | Balance Fund for Changes      |
|   |                |                |           |                |                               |
| <b>Total change in revenue</b>  |                | <b>125,075</b> | <b>63</b> | <b>125,138</b> |                               |
| <b>EXPENDITURES:</b>  |                |                |           |                |                               |
| Personal Services   | Various        | 139,956        | 63        | 140,019        | Workers Comp renewal increase |
|   |                |                |           |                |                               |
| <b>Total change in expenses</b>   |                | <b>139,956</b> | <b>63</b> | <b>140,019</b> |                               |
|   |                |                |           |                |                               |
| <b>NET CHANGE IN REV/(EXP)</b>  |                |                | <b>0</b>  |                |                               |



| CHANGES TO FY 22 PROPOSED BUDGET  |                  |                  |               |                  |                                 |
|---|------------------|------------------|---------------|------------------|---------------------------------|
| AFTER 7/15/21 BUDGET RELEASE & 8/3/21, 8/5/21 & 8/17/21 BUDGET HEARINGS |                  |                  |               |                  |                                 |
| UTILITY FUNDS   |                  |                  |               |                  |                                 |
|   |                  | Proposed         |               | Ending           |                                 |
|   | Account Number   | Budget           | Change        | Balance          | Comments                        |
| <b>ELECTRIC REVENUE:</b>  |                  |                  |               |                  |                                 |
| Transfers in from Retained Earnings                                     | 401-3910000      | 857,168          | 29,255        | 886,423          | Balance Fund for Changes        |
| <b>Total change in revenues</b>   |                  | <b>857,168</b>   | <b>29,255</b> | <b>886,423</b>   |                                 |
| <b>ELECTRIC EXPENSES:</b>   |                  |                  |               |                  |                                 |
| Personal Services   | Various          | 1,193,857        | 8,110         | 1,201,967        | Workers Comp renewal increase   |
| Property Insurance Premiums   | 401-3031-5004500 | 32,222           | 21,145        | 53,367           | Increased Property Ins Premiums |
| <b>Total change in expenses</b>   |                  | <b>1,226,079</b> | <b>29,255</b> | <b>1,255,334</b> |                                 |
| <b>WATER REVENUE:</b>   |                  |                  |               |                  |                                 |
|   |                  |                  |               | 0                |                                 |
| <b>Total change in revenues</b>   |                  | <b>0</b>         | <b>0</b>      | <b>0</b>         |                                 |
| <b>WATER EXPENSES:</b>  |                  |                  |               |                  |                                 |
| Personal Services   | Various          | 722,337          | 4,965         | 727,302          | Workers Comp renewal increase   |
| Property Insurance Premiums   | 402-3033-5004500 | 24,890           | (829)         | 24,061           | Reduced Property Ins Premiums   |
| Depreciation  | 402-3033-5005900 | 59,537           | (4,136)       | 55,401           | Balance Fund for Changes        |
| <b>Total change in expenses</b>   |                  | <b>806,764</b>   | <b>0</b>      | <b>806,764</b>   |                                 |
| <b>WASTEWATER REVENUES:</b>   |                  |                  |               |                  |                                 |
|   |                  |                  |               |                  |                                 |
| <b>Total change in revenues</b>   |                  | <b>0</b>         | <b>0</b>      | <b>0</b>         |                                 |
| <b>WASTEWATER EXPENSES:</b>   |                  |                  |               |                  |                                 |
| Personal Services   | Various          | 722,337          | 4,965         | 727,302          | Workers Comp renewal increase   |
| Property Insurance Premiums   | 403-3035-5004500 | 29,063           | (828)         | 28,235           | Reduced Property Ins Premiums   |
| Depreciation  | 403-3035-5005900 | 197,939          | (4,137)       | 193,802          | Balance Fund for Changes        |
| <b>Total change in expenses</b>   |                  | <b>949,339</b>   | <b>0</b>      | <b>949,339</b>   |                                 |



| CHANGES TO FY 22 PROPOSED BUDGET  |                  |                |              |                |                                 |
|---|------------------|----------------|--------------|----------------|---------------------------------|
| AFTER 7/15/21 BUDGET RELEASE & 8/3/21, 8/5/21 & 8/17/21 BUDGET HEARINGS |                  |                |              |                |                                 |
| UTILITY FUNDS   |                  |                |              |                |                                 |
|   |                  | Proposed       |              | Ending         |                                 |
|   | Account Number   | Budget         | Change       | Balance        | Comments                        |
|   |                  |                |              |                |                                 |
|   |                  |                |              |                |                                 |
| <b>SOLID WASTE REVENUES:</b>  |                  |                |              |                |                                 |
|   |                  |                |              |                |                                 |
|   |                  |                |              |                |                                 |
| <b>SOLID WASTE EXPENSES:</b>  |                  |                |              |                |                                 |
| Personal Services   | Various          | 432,421        | 6,026        | 438,447        | Workers Comp renewal increase   |
| Property Insurance Premiums   | 404-3034-5004500 | 5,924          | 2,241        | 8,165          | Increased Property Ins Premiums |
| Depreciation  | 404-3034-5005900 | 56,491         | (8,267)      | 48,224         | Balance Fund for Changes        |
|   |                  |                |              |                |                                 |
| <b>Total change in expenses</b>   |                  | <b>494,836</b> | <b>0</b>     | <b>494,836</b> |                                 |
|   |                  |                |              |                |                                 |
| <b>CUSTOMER SERVICE REVENUE:</b>  |                  |                |              |                |                                 |
|   |                  |                |              | 0              |                                 |
|   |                  |                |              |                |                                 |
| <b>Total change in revenues</b>   |                  | <b>0</b>       | <b>0</b>     | <b>0</b>       |                                 |
|   |                  |                |              |                |                                 |
| <b>CUSTOMER SERVICE EXPENSES:</b>                                       |                  |                |              |                |                                 |
| Personal Services   | Various          | 387,805        | 1,426        | 389,231        | Workers Comp renewal increase   |
| Operating Supplies  | 405-3038-5005200 | 5,000          | (1,426)      | 3,574          | Balance Fund for Changes        |
|   |                  |                |              |                |                                 |
| <b>Total change in expenses</b>   |                  | <b>392,805</b> | <b>0</b>     | <b>392,805</b> |                                 |
|   |                  |                |              |                |                                 |
| <b>STORMWATER REVENUE:</b>  |                  |                |              |                |                                 |
| Transfers in from Fund Balance  | 406-3810000      | 227,258        | 1,979        | 229,237        | Balance Fund for Changes        |
|   |                  |                |              |                |                                 |
| <b>Total change in revenues</b>   |                  | <b>227,258</b> | <b>1,979</b> | <b>229,237</b> |                                 |
|   |                  |                |              |                |                                 |
| <b>STORMWATER EXPENSES:</b>   |                  |                |              |                |                                 |
| Personal Services   | Various          | 96,909         | 1,979        | 98,888         | Workers Comp renewal increase   |
|   |                  |                |              |                |                                 |
| <b>Total change in expenses</b>   |                  | <b>96,909</b>  | <b>1,979</b> | <b>98,888</b>  |                                 |
|   |                  |                |              |                |                                 |
| <b>NET CHANGE IN REV/(EXP)</b>  |                  |                | <b>0</b>     |                |                                 |





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** Regular Session **MEETING DATE:** September 7, 2021  
**FROM:** Marlena Guthrie, Finance Director  
**SUBJECT:** First Public Hearing on the Five Year Capital Improvement Plan for Fiscal Year 2022/2026 and approval of Resolution No. R-20-2021 adopting the Tentative Capital Improvement Plan for Fiscal Year 2022/2026.

### BACKGROUND

The third issue to be discussed at the public hearing on the millage rate and the budget is the tentative Five Year Capital Improvement Plan. At all hearings, the Council shall hear comments regarding the Capital Improvement Plan and citizens shall be allowed to speak and ask questions prior to the adoption of any measures by the Council. The total proposed Capital Improvement Plan for the City of Green Cove Springs for the Fiscal Year 2022 is \$26,000,159.

However, we have had 3 subsequent budget meetings that resulted in recommendations for adjustments totaling (\$200,000), as of August 17, 2021 in the General Fund that decreased the total General Fund Capital Improvement Plan to \$4,312,859.

Should the Council enact the recommendations, then the total Capital Improvement Plan would become \$25,800,159 and the Resolution has been prepared accordingly to meet Council actions.

### FISCAL IMPACT

N/A

### RECOMMENDATION

Approve Resolution No. R-20-2021 and tentatively adopt the Five Year Capital Improvement Plan for FY 2022/2026 and set September 21, 2021 at 7:00 p.m. as the final public hearing on the Capital Improvement Plan.



**RESOLUTION NO. R-20-2021****A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS  
OF CLAY COUNTY, FLORIDA, ADOPTING THE TENTATIVE  
CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR  
2022/2026; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Green Cove Springs of Clay County, Florida, on September 7, 2021, held a public hearing as required by Florida Statute 200.065; and

**WHEREAS**, the City of Green Cove Springs of Clay County, Florida, set forth the appropriations and revenue estimate for the Capital Improvement Program for Fiscal Year 2021/2022 in the amount of \$25,800,159.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA THAT:**

1. The Fiscal Year 2021/2022 tentative Capital Improvement Program attached hereto as Exhibit 'A' be adopted.
2. This Resolution will take effect immediately upon its adoption.

**DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 7th DAY OF SEPTEMBER, 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Edward Gaw, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM ONLY:**

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





CITY OF GREEN COVE SPRINGS  
FIVE YEAR  
CAPITAL IMPROVEMENT PLAN  
FY 2021/2022 - FY 2025/2026





# **CITY OF GREEN COVE SPRINGS FIVE YEAR CAPITAL IMPROVEMENT PLAN FY 2021/2022 THROUGH FY 2025/2026**

## **CITY COUNCIL**

*Edward Gaw, Mayor*

*Matt Johnson, Vice Mayor*

*Steven Kelley, Council Member*

*B. Van Royal, Council Member*

*Constance Butler, Council Member*

## **CITY ADMINISTRATION**

*Steve Kennedy, City Manager*

*Mike Null, Assistant City Manager / Public Works Director*

*Marlena Guthrie, CPA, Finance Director*



**CITY OF GREEN COVE SPRINGS  
FIVE YEAR CAPITAL IMPROVEMENT PLAN  
FY 2021/2022 THROUGH FY 2025/2026**

Item #7.

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**CITY OF GREEN COVE SPRINGS  
FIVE YEAR CAPITAL IMPROVEMENT PLAN  
FY 2021/2022 THROUGH FY 2025/2026**

Item #7.

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**CITY OF GREEN COVE SPRINGS  
FIVE YEAR CAPITAL IMPROVEMENT PLAN  
FY 2021/2022 THROUGH FY 2025/2026**

Item #7.

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## CAPITAL IMPROVEMENT PROGRAM OVERVIEW

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This Capital Improvement Program (CIP) provides for the acquisition, reconstruction, initial features and equipment of facilities and any related costs for land acquisition, land improvements, design, and engineering. Examples of Capital Improvements include: construction of new facilities, expansion of existing facilities, rehabilitation of roads, construction of sidewalks, and beautification of parks. The summary is organized by activity and by type of project. Within each subsection, there is a summary of funding sources and additional cost associated with the project.



**FUNDING SOURCE CODES:**

|           |   |
|-----------|---|
| BOCC      | Board of County Commissioners                     |
| CIT       | Capital Improvement Trust                         |
| CITR      | Capital Improvement Trust Reserve                 |
| DR        | Depreciation Reserve                              |
| FCT       | Florida Communities Trust Grant                   |
| FCTR      | Florida Communities Trust Reserve                 |
| FRDAP     | Florida Recreation Development Assistance Program |
| FFTR      | Federal Forfeiture Funds Transfer                 |
| G         | Grants  |
| G/LD      | Grants / Legislative Delegation                   |
| GT        | Gas Tax - Current                                 |
| GTR       | Gas Tax Reserve                                   |
| 5 Cent GT | 5 Cent Gas Tax - Current                          |
| IK        | In-Kind   |
| LD        | Legislative Delegation                            |
| L         | Loan (To Be Secured)                              |
| PD        | Private Developer                                 |
| R         | Revenue   |
| RE        | Reimbursable from Customer                        |
| REYPK     | Preparation for Reynolds Industrial Park          |
| ST        | Surtax – Current                                  |
| STR       | Surtax Reserve                                    |
| STWB      | Stormwater Base Fees                              |
| STWU      | Stormwater Usage Fees                             |
| TR        | Transfers   |
| UCASH     | Unrestricted Cash                                 |





**CITY OF GREEN COVE SPRINGS  
FIVE YEAR  
CAPITAL IMPROVEMENT PLAN**

**FY 2021/2022 THROUGH FY 2025/2026**

***GENERAL FUND***



| FY 2020/21 GENERAL FUND PROJECT FUNDING SOURCES |   |                   |                   |         |                    |      |              |           |                              |              |
|---|---|-------------------|-------------------|---------|--------------------|------|--------------|-----------|------------------------------|--------------|
| ACCT. #   | PROJECT                                       | CURRENT<br>SURTAX | SURTAX<br>RESERVE | GAS TAX | GAS TAX<br>RESERVE | LOAN | GRANTS       | OTHER     | CAPITAL<br>DEPREC<br>RESERVE | TOTAL        |
|   | <b>CITY CLERK - 1211</b>                      |                   |                   |         |                    |      |              |           |                              |              |
| 6400  | Equipment                                     |                   |                   |         |                    |      |              | 1,500     |                              | \$ 1,500     |
|   | <b>Total Information Technology</b>           | \$ -              | \$ -              | \$ -    | \$ -               | \$ - | \$ -         | \$ 1,500  | \$ -                         | \$ 1,500     |
|   | <b>AUGUSTA SAVAGE - 1214</b>                  |                   |                   |         |                    |      |              |           |                              |              |
| 6326  | Classroom Interiors - AMIkids                 | 200,000           |                   |         |                    |      |              |           |                              | \$ 200,000   |
|   | Cafeteria Building Interior                   |                   |                   |         |                    |      | 1,316,000    |           |                              | \$ 1,316,000 |
|   | New Basketball Goals/Retractable              | 25,000            |                   |         |                    |      |              |           |                              | \$ 25,000    |
|   | <b>Total Augusta Savage</b>                   | \$ 225,000        | \$ -              | \$ -    | \$ -               | \$ - | \$ 1,316,000 | \$ -      | \$ -                         | \$ 1,541,000 |
|   | <b>INFORMATION TECHNOLOGY - 1314</b>          |                   |                   |         |                    |      |              |           |                              |              |
| 6400  | Equipment                                     |                   |                   |         |                    |      |              | 50,000    |                              | \$ 50,000    |
|   | <b>Total Information Technology</b>           | \$ -              | \$ -              | \$ -    | \$ -               | \$ - | \$ -         | \$ 50,000 | \$ -                         | \$ 50,000    |
|   | <b>GENERAL SERVICES - 1319</b>                |                   |                   |         |                    |      |              |           |                              |              |
| 6220  | Design & Eng for new City Hall Generator      | 15,000            |                   |         |                    |      |              |           |                              | \$ 15,000    |
|   | <b>Total General Services</b>                 | \$ 15,000         | \$ -              | \$ -    | \$ -               | \$ - | \$ -         | \$ -      | \$ -                         | \$ 15,000    |
|   | <b>POLICE - 2021</b>                          |                   |                   |         |                    |      |              |           |                              |              |
| 6400  | Equipment                                     |                   |                   |         |                    |      |              | 25,440    |                              | \$ 25,440    |
| 6431  | Police Cars & Equipment for Vehicles          | 112,919           |                   |         |                    |      |              |           |                              | \$ 112,919   |
| 62xx  | Building Improvements - Server Room Expansion | 25,000            |                   |         |                    |      |              |           |                              | \$ 25,000    |
|   | <b>Total Police</b>                           | \$ 137,919        | \$ -              | \$ -    | \$ -               | \$ - | \$ -         | \$ 25,440 | \$ -                         | \$ 163,359   |



| FY 2020/21 GENERAL FUND PROJECT FUNDING SOURCES |   |                   |                   |                   |                    |                   |                   |                  |                              |                     |
|---|---|-------------------|-------------------|-------------------|--------------------|-------------------|-------------------|------------------|------------------------------|---------------------|
| ACCT. #   | PROJECT   | CURRENT<br>SURTAX | SURTAX<br>RESERVE | GAS TAX           | GAS TAX<br>RESERVE | LOAN              | GRANTS            | OTHER            | CAPITAL<br>DEPREC<br>RESERVE | TOTAL               |
|   | <b>PUBLIC WORKS - 3052</b>  |                   |                   |                   |                    |                   |                   |                  |                              |                     |
| 6200  | PW New Shop, Parking Lot, Equip Storage Area  | 400,000           |                   |                   |                    |                   |                   |                  |                              | \$ 400,000          |
| 6200  | Storage Building  |                   |                   |                   |                    |                   |                   | 55,000           |                              | \$ 55,000           |
| 6300  | Downtown Streetscape Planning (Walnut St.) and Brick Street Design                              | 25,000            |                   |                   |                    |                   |                   |                  |                              | \$ 25,000           |
| 6431  | Replace #281 - 2002 JD 310 SG 4/4 Backhoe   |                   |                   |                   |                    | 150,000           |                   |                  |                              | \$ 150,000          |
| 6304  | Pavement Markings   |                   |                   |                   | 5,000              |                   |                   |                  |                              | \$ 5,000            |
| 6370  | Brick Street Repairs  |                   |                   | 200,000           |                    |                   |                   |                  |                              | \$ 200,000          |
| 6370  | Palmetto Triangle Closure   |                   |                   | 60,000            |                    |                   |                   |                  |                              | \$ 60,000           |
| 6370  | Walnut St. Paving & Drainage  |                   |                   |                   |                    |                   | 600,000           |                  |                              | \$ 600,000          |
| 6495  | Sidewalks that are a safety hazard  |                   |                   |                   | 50,000             |                   |                   |                  |                              | \$ 50,000           |
| 6495  | CDBG Sidewalks new - N. Highland and Center   |                   |                   |                   |                    |                   | 266,000           |                  |                              | \$ 266,000          |
| 6493  | Sign Program  |                   |                   |                   | 25,000             |                   |                   |                  |                              | \$ 25,000           |
| 6380  | Dirt to Pave Program out of Road Segment Analysis (5 Cent GT) (Foster Ln, Olive Circle and MLK) |                   |                   | 120,000           |                    |                   |                   |                  |                              | \$ 120,000          |
|   | <b>Total Public Works</b>   | <b>\$ 425,000</b> | <b>\$ -</b>       | <b>\$ 380,000</b> | <b>\$ 80,000</b>   | <b>\$ 150,000</b> | <b>\$ 866,000</b> | <b>\$ 55,000</b> | <b>\$ -</b>                  | <b>\$ 1,956,000</b> |
|   | <b>RIGHT OF WAY MAINTENANCE - 3053</b>  |                   |                   |                   |                    |                   |                   |                  |                              |                     |
| 6400  | Equipment   |                   |                   |                   |                    |                   |                   | -                |                              | \$ -                |
|   | <b>Total Right of Way Maintenance</b>   | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ -</b>        | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ -</b>      | <b>\$ -</b>                  | <b>\$ -</b>         |



| FY 2020/21 GENERAL FUND PROJECT FUNDING SOURCES |  |                |                |            |                 |            |              |            |                        |              |
|---|--|----------------|----------------|------------|-----------------|------------|--------------|------------|------------------------|--------------|
| ACCT. #   | PROJECT  | CURRENT SURTAX | SURTAX RESERVE | GAS TAX    | GAS TAX RESERVE | LOAN       | GRANTS       | OTHER      | CAPITAL DEPREC RESERVE | TOTAL        |
|   | <b>PARKS - 3072</b>                                |                |                |            |                 |            |              |            |                        |              |
| 6300  | Spring Park Flag Pole (80 Ft.)                     |                |                |            |                 |            |              | 15,000     |                        | \$ 15,000    |
|   | Fencing and Electric around new ADA Playground     | 25,000         |                |            |                 |            |              |            |                        | \$ 25,000    |
|   | VFH Park Phase VI (FRDAP 100%)                     |                |                |            |                 |            | 50,000       |            |                        | \$ 50,000    |
|   | CDBG Improvements                                  |                |                |            |                 |            | 73,000       |            |                        | \$ 73,000    |
|   | Governors Creek Boat Ramp                          |                |                |            |                 |            |              | 400,000    |                        | \$ 400,000   |
| 6400  | Equipment - Replace Scag Mower and Small Equipment |                |                |            |                 |            |              | 23,000     |                        | \$ 23,000    |
|   | <b>Total Parks</b>                                 | \$ 25,000      | \$ -           | \$ -       | \$ -            | \$ -       | \$ 123,000   | \$ 438,000 | \$ -                   | \$ 586,000   |
|   | <b>GENERAL FUND TOTAL</b>                          | \$ 827,919     | \$ -           | \$ 380,000 | \$ 80,000       | \$ 150,000 | \$ 2,305,000 | \$ 569,940 | \$ -                   | \$ 4,312,859 |



## FY 2021/22 ESTIMATED RESERVE ACCOUNT BALANCES GENERAL FUND

| GENERAL FUND                              | CAPITAL<br>DEPRECIATION<br>RESERVE | GAS TAX<br>RESERVE | SURTAX RESERVE      | FCT<br>RESERVES | 5 CENT GAS TAX<br>RESERVE |  |  | TOTAL               |
|---|------------------------------------|--------------------|---------------------|-----------------|---------------------------|--|--|---------------------|
| Balance 04/30/21                          | -                                  | 283,990            | 763,789             | -               | 380,944                   |  |  | 1,428,722           |
| To Be Used Remainder of FY 2021           | -                                  | (229,000)          | (275,230)           | -               | (120,000)                 |  |  | (624,230)           |
| Estimated Revenues 05/01/21 thru 09/30/21 | -                                  | 123,768            | 393,559             |                 | 57,633                    |  |  | 574,960             |
| <b>Estimated Balance 09/30/21</b>         | <b>\$ -</b>                        | <b>\$ 178,758</b>  | <b>\$ 882,118</b>   | <b>\$ -</b>     | <b>\$ 318,577</b>         |  |  | <b>\$ 1,379,452</b> |
| Estimated Revenue FY 2022                 | -                                  | 260,272            | 954,786             | -               | 124,177                   |  |  | 1,339,235           |
| <b>SUBJECT TO APPROPRIATIONS FY 2022</b>  | -                                  | 439,030            | 1,836,904           | -               | 442,754                   |  |  | 2,718,687           |
| Budgeted Projects FY 2022                 |                                    | (340,000)          | (827,919)           |                 | (120,000)                 |  |  | (1,287,919)         |
| Transfers - Stormwater                    |                                    |                    |                     |                 |                           |  |  | -                   |
| Budgeted Expenses FY 2022                 |                                    |                    |                     |                 | -                         |  |  | -                   |
| <b>Estimated Balances 09/30/22</b>        | <b>\$ -</b>                        | <b>\$ 99,030</b>   | <b>\$ 1,008,985</b> | <b>\$ -</b>     | <b>\$ 322,754</b>         |  |  | <b>\$ 1,430,768</b> |



001 - 1211 CITY CLERK

FY 2021/2022 THRU FY 2025/2026 CAPITAL IMPROVEMENT PROGRAM

| ACCOUNT<br>NUMBER                          | PROJECT                                      | FUNDING<br>SOURCE | 21/22           | 22/23       | 23/24       | 24/25       | 25/26       |
|--|--|-------------------|-----------------|-------------|-------------|-------------|-------------|
|  | <b><u>Revenues &amp; Other Sources:</u></b>  |                   |                 |             |             |             |             |
|  | Revenue                                      | R                 | 1,500           |             |             |             |             |
|  |  |                   |                 |             |             |             |             |
|  |  |                   |                 |             |             |             |             |
| <b>Total Revenue &amp; Other Sources</b>   |  |                   | <b>\$ 1,500</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> |
|  |  |                   |                 |             |             |             |             |
|  | <b><u>Expenditures &amp; Other Uses:</u></b> |                   |                 |             |             |             |             |
| 6400                                       | Equipment                                    |                   |                 |             |             |             |             |
|  | New PC - Council Chambers                    | R                 | 1,500           |             |             |             |             |
|  |  |                   |                 |             |             |             |             |
| <b>Total Expenditures &amp; Other Uses</b> |  |                   | <b>\$ 1,500</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> |



## 001 - 1214 AUGUSTA SAVAGE ARTS &amp; COMMUNITY CENTER

## FY 2021/2022 THRU FY 2025/2026 CAPITAL IMPROVEMENT PROGRAM

| ACCOUNT<br>NUMBER                          | PROJECT   | FUNDING<br>SOURCE | 21/22               | 22/23             | 23/24             | 24/25       | 25/26             |
|--|---|-------------------|---------------------|-------------------|-------------------|-------------|-------------------|
|  | <b><u>Revenues &amp; Other Sources:</u></b>     |                   |                     |                   |                   |             |                   |
| 3126000                                    | Surtax - Current                                | ST                | 225,000             |                   | 350,000           |             | 275,000           |
| 3832236                                    | Grant   | G                 |                     |                   |                   |             |                   |
| 3832238                                    | Grant - Legislative Delegation                  | G/LD              | 1,316,000           | 220,000           |                   |             |                   |
| 3832236                                    | FRDAP Grant                                     | FRDAP             |                     |                   | 50,000            |             |                   |
| 3832101                                    | Surtax - Reserve                                | STR               |                     |                   |                   |             |                   |
| <b>Total Revenues &amp; Other Sources</b>  |   |                   | <b>\$ 1,541,000</b> | <b>\$ 220,000</b> | <b>\$ 400,000</b> | <b>\$ -</b> | <b>\$ 275,000</b> |
|  | <b><u>Expenditures &amp; Other Uses:</u></b>    |                   |                     |                   |                   |             |                   |
| 6326                                       | Improvements:                                   |                   |                     |                   |                   |             |                   |
|  | Classroom Interiors - Headstart                 | ST                |                     |                   |                   |             | 275,000           |
|  | Classroom Interiors - AMIkids                   | ST                | 200,000             |                   |                   |             |                   |
|  | Cafeteria Building Interior (CDBG-CV Grant)     | G/LD              | 1,316,000           |                   |                   |             |                   |
|  | Cafeteria Exterior                              | ST                |                     |                   | 150,000           |             |                   |
|  | Gym Exterior                                    | ST                |                     |                   | 200,000           |             |                   |
|  | Gym 1,200 sq ft addition - storage / concession | G/LD              |                     | 220,000           |                   |             |                   |
|  | New Basketball Goals/Retractable                | ST                | 25,000              |                   |                   |             |                   |
|  | FRDAP 100%                                      | FRDAP             |                     |                   | 50,000            |             |                   |
| <b>Total Expenditures &amp; Other Uses</b> |   |                   | <b>\$ 1,541,000</b> | <b>\$ 220,000</b> | <b>\$ 400,000</b> | <b>\$ -</b> | <b>\$ 275,000</b> |



| 001 - 1214 AUGUSTA SAVAGE ARTS & COMMUNITY CENTER |                |                               | FY 2021/2022 CIP PROJECT PRIORITY |                     |  |
|---|----------------|-------------------------------|-----------------------------------|---------------------|--|
| RANK  | ACCOUNT NUMBER | ACCOUNT NAME                  | FUNDING SOURCE                    | AMOUNT              | BRIEF EXPLANATION  |
| 1   | 6326           | Cafeteria Building Interior   | G/LD                              | 1,316,000           | Rehab of the Cafetorium Building - Application for CDBG - Coronavirus Cycle Funding                        |
| 2   | 6326           | Classroom Interiors - AMikids | ST                                | 200,000             | Rehab of five classrooms to be leased by AMikids Clay  |
| 3   | 6326           | Retractable Basketball Goals  | ST                                | 25,000              | To replace existing basketball goals and make room for additional sports such as pickleball and volleyball |
|   |                |                               |                                   |                     |  |
|   |                |                               |                                   |                     |  |
|   |                |                               |                                   |                     |  |
|   |                |                               |                                   |                     |  |
|   | <b>TOTAL</b>   |                               |                                   | <b>\$ 1,541,000</b> |  |



## 001 - 1314 INFORMATION TECHNOLOGY

## FY 2021/2022 THRU FY 2025/2026 CAPITAL IMPROVEMENT PROGRAM

| ACCOUNT<br>NUMBER                          | PROJECT                                      | FUNDING<br>SOURCE | 21/22            | 22/23            | 23/24            | 24/25            | 25/26            |
|--|--|-------------------|------------------|------------------|------------------|------------------|------------------|
|  | <b><u>Revenues &amp; Other Sources:</u></b>  |                   |                  |                  |                  |                  |                  |
|  | Revenue                                      | R                 | 50,000           | 45,000           | 45,000           | 45,000           | 45,000           |
| 3832104                                    | Depreciation Reserve                         | DR                |                  |                  |                  |                  |                  |
|  |  |                   |                  |                  |                  |                  |                  |
| <b>Total Revenue &amp; Other Sources</b>   |  |                   | <b>\$ 50,000</b> | <b>\$ 45,000</b> | <b>\$ 45,000</b> | <b>\$ 45,000</b> | <b>\$ 45,000</b> |
|  | <b><u>Expenditures &amp; Other Uses:</u></b> |                   |                  |                  |                  |                  |                  |
|  |  |                   |                  |                  |                  |                  |                  |
| 6400                                       | Equipment                                    | R                 |                  |                  |                  |                  |                  |
|  | Security Camera System for Police Department |                   | 10,000           |                  |                  |                  |                  |
|  | Security Camera System for City Hall         |                   |                  | 10,000           | 5,000            |                  |                  |
|  | Network Hardware Upgrades                    |                   | 5,000            | 5,000            | 5,000            | 5,000            | 20,000           |
|  | Virtualization Host & Expansion              |                   | 25,000           | 10,000           |                  | 10,000           |                  |
|  | Backup Storage Upgrades                      |                   | 5,000            | 5,000            | 5,000            | 5,000            | 5,000            |
|  | Server Upgrades                              |                   |                  | 5,000            | 5,000            | 5,000            | 5,000            |
|  | Cabling Upgrade @ City Hall                  |                   |                  | 10,000           |                  |                  |                  |
|  | Camera Storage Upgrade                       |                   |                  |                  | 5,000            |                  | 10,000           |
|  | Camera System Upgrades                       |                   |                  |                  | 5,000            | 5,000            | 5,000            |
|  | Spring Park WiFi Upgrades                    |                   |                  |                  | 15,000           |                  |                  |
|  | Spring Park Camera Upgrades                  |                   |                  |                  |                  | 15,000           |                  |
|  | Firewall Backup                              |                   | 5,000            |                  |                  |                  |                  |
|  |  |                   |                  |                  |                  |                  |                  |
| <b>Total Expenditures &amp; Other Uses</b> |  |                   | <b>\$ 50,000</b> | <b>\$ 45,000</b> | <b>\$ 45,000</b> | <b>\$ 45,000</b> | <b>\$ 45,000</b> |



## 001 - 1319 GENERAL SERVICES

## FY 2021/2022 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM

| ACCOUNT<br>NUMBER                          | PROJECT   | FUNDING<br>SOURCE | 21/22            | 22/23             | 23/24             | 24/25       | 25/26       |
|--|---|-------------------|------------------|-------------------|-------------------|-------------|-------------|
|  | <b><u>Revenues &amp; Other Sources:</u></b>             |                   |                  |                   |                   |             |             |
| 3832104                                    | Depreciation Reserve                                    | DR                |                  |                   |                   |             |             |
|  | Revenue   | R                 |                  |                   |                   |             |             |
| 3832101                                    | Surtax Reserve  | STR               |                  |                   |                   |             |             |
| 3126000                                    | Surtax - Current  | ST                | 15,000           | 225,000           | 225,000           |             |             |
| <b>Total Revenues &amp; Other Sources</b>  |   |                   | <b>\$ 15,000</b> | <b>\$ 225,000</b> | <b>\$ 225,000</b> | <b>\$ -</b> | <b>\$ -</b> |
|  | <b><u>Expenditures &amp; Other Uses:</u></b>            |                   |                  |                   |                   |             |             |
| 6220                                       | Building Improvements                                   |                   |                  |                   |                   |             |             |
|  | Finish N/S Wing Upper Floor City Hall                   | ST                |                  | 225,000           | 225,000           |             |             |
|  | Design & Eng for new City Hall Generator<br>(Carryover) | ST                | 15,000           |                   |                   |             |             |
|  |   |                   |                  |                   |                   |             |             |
|  |   |                   |                  |                   |                   |             |             |
|  |   |                   |                  |                   |                   |             |             |
| <b>Total Expenditures &amp; Other Uses</b> |   |                   | <b>\$ 15,000</b> | <b>\$ 225,000</b> | <b>\$ 225,000</b> | <b>\$ -</b> | <b>\$ -</b> |



## 001 - 2021 POLICE

## FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM

| ACCOUNT<br>NUMBER                          | PROJECT   | FUNDING<br>SOURCE | 21/22             | 22/23             | 23/24             | 24/25             | 25/26             |
|--|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|  | <b><u>Revenues &amp; Other Sources:</u></b>   |                   |                   |                   |                   |                   |                   |
| 3831000                                    | Federal Forfeiture Funds Transfer   | FFTR              | 25,440            | 12,440            | 12,440            |                   |                   |
| 3126000                                    | Surtax - Current  | ST                | 137,919           | 150,000           | 150,000           | 160,000           | 160,000           |
|  |   |                   |                   |                   |                   |                   |                   |
|  |   |                   |                   |                   |                   |                   |                   |
| <b>Total Revenues &amp; Other Sources</b>  |   |                   | <b>\$ 163,359</b> | <b>\$ 162,440</b> | <b>\$ 162,440</b> | <b>\$ 160,000</b> | <b>\$ 160,000</b> |
|  |   |                   |                   |                   |                   |                   |                   |
|  | <b><u>Expenditures &amp; Other Uses:</u></b>  |                   |                   |                   |                   |                   |                   |
|  |   |                   |                   |                   |                   |                   |                   |
| 6400                                       | Taser less than lethal Electronic Control Weapon \$12,440 per year for the next three years. This contract is at 0% interest and includes a complete warranty for all units for the full 5 years. | FFTR              | 12,440            | 12,440            | 12,440            |                   |                   |
| 6400                                       | 4 Desktop PC's, 4 Docking Stations, 4 Thermal Mobile Printers and 2 Patrol Laptop Computers   | FFTR              | 13,000            |                   |                   |                   |                   |
| 6431                                       | Police Vehicles - 1 Ford Explorer marked patrol vehicles @ \$50,192; 1 Chevrolet Tahoe K9 vehicle (\$62,727)  | ST                | 112,919           | 150,000           | 150,000           | 160,000           | 160,000           |
| 62xx                                       | Building Improvements - Server Room Expansion   | ST                | 25,000            |                   |                   |                   |                   |
|  |   |                   |                   |                   |                   |                   |                   |
| <b>Total Expenditures &amp; Other Uses</b> |   |                   | <b>\$ 163,359</b> | <b>\$ 162,440</b> | <b>\$ 162,440</b> | <b>\$ 160,000</b> | <b>\$ 160,000</b> |



001 - 2021 POLICE

FY 2021/22 CIP PROJECT PRIORITY

| RANK | ACCOUNT<br>NUMBER | ACCOUNT NAME          | FUNDING<br>SOURCE | AMOUNT            | BRIEF EXPLANATION   |
|------|-------------------|-----------------------|-------------------|-------------------|---|
| 1    | 6400              | Equipment             | FFTR              | 12,440            | Taser less than lethal Electronic Control Weapon Contract                   |
| 2    | 6431              | Police Vehicles       | ST                | 112,919           | Ford Explorer Patrol Vehicle, Chevrolet Tahoe K9 Vehicle                    |
| 3    | 6400              | Equipment             | FFTR              | 13,000            | Desktop PC's, Docking Stations, Mobile Printers and Patrol Laptop Computers |
| 4    | 62xx              | Building Improvements | ST                | 25,000            | Server Room Expansion   |
|      |                   |                       |                   |                   |   |
|      |                   |                       |                   |                   |   |
|      |                   |                       |                   |                   |   |
|      |                   |                       |                   |                   |   |
|      | <b>TOTAL</b>      |                       |                   | <b>\$ 163,359</b> |   |



| ACCOUNT<br>NUMBER                         | PROJECTS  | FUNDING<br>SOURCE | 21/22               | 22/23               | 23/24               | 24/25             | 25/26             |
|---|---|-------------------|---------------------|---------------------|---------------------|-------------------|-------------------|
|   | <b><u>Revenues &amp; Other Sources:</u></b>   |                   |                     |                     |                     |                   |                   |
|   | Unfunded  |                   |                     | 1,500,000           | 1,000,000           | 500,000           |                   |
| 3126000                                   | Surtax - Current  | ST                | 425,000             |                     |                     |                   |                   |
|   | Revenue   | R                 | 55,000              | 25,000              | 45,000              |                   | 130,000           |
| 3122100                                   | Gas Tax - Current   | GT                | 260,000             | 255,000             | 255,000             | 255,000           | 255,000           |
| 3832102                                   | Gas Tax Reserve   | GTR               | 80,000              |                     |                     |                   |                   |
| 3832237                                   | Loan (To be secured)  | L                 | 150,000             |                     |                     |                   |                   |
| 3832216                                   | FCT Fund Reserves   | FCT               |                     |                     |                     |                   |                   |
| 3xxxxxx                                   | Grant Neighborhood Revitalization (CDBG)  | G                 | 666,000             |                     |                     |                   |                   |
| 3xxxxxx                                   | Grant-Commercial Revitalization   | CR                | 200,000             |                     |                     |                   |                   |
| 3122110                                   | 5 Cent Gas Tax  | 5 CENT GT         | 120,000             | 120,000             | 120,000             | 120,000           | 120,000           |
|   |   |                   |                     |                     |                     |                   |                   |
| <b>Total Revenues &amp; Other Sources</b> |   |                   | <b>\$ 1,956,000</b> | <b>\$ 1,900,000</b> | <b>\$ 1,420,000</b> | <b>\$ 875,000</b> | <b>\$ 505,000</b> |
|   | <b><u>Expenditures &amp; Other Uses:</u></b>  |                   |                     |                     |                     |                   |                   |
| 6200                                      | Buildings: PW New Compound Construction (New Shop, Parking Lot, Equipment Storage Area) | ST/UNFUNDED       | 400,000             | 1,500,000           | 1,000,000           | 500,000           |                   |
| 6200                                      | Storage Building  | R                 | 55,000              |                     |                     |                   |                   |
| 6300                                      | Improvements - Other than Buildings:  |                   |                     |                     |                     |                   |                   |
| 6300                                      | Downtown Streetscape Planning (Walnut St.) and Brick Street Design                      | ST                | 25,000              |                     |                     |                   |                   |
| 6304                                      | Pavement Marking  | GTR               | 5,000               | 5,000               | 5,000               | 5,000             | 5,000             |



| ACCOUNT<br>NUMBER                          | PROJECTS   | FUNDING<br>SOURCE | 21/22               | 22/23               | 23/24               | 24/25             | 25/26             |
|--|--|-------------------|---------------------|---------------------|---------------------|-------------------|-------------------|
|  | <b>Streets:</b>  |                   |                     |                     |                     |                   |                   |
| 6370                                       | Street Paving  |                   |                     |                     |                     |                   |                   |
|  | Resurfacing - Asphalt Overlay  | GT                |                     | 200,000             |                     | 200,000           |                   |
|  | Brick Street Repairs   | GT                | 200,000             |                     | 200,000             |                   | 200,000           |
|  | Palmetto Triangle Closure  | GT                | 60,000              |                     |                     |                   |                   |
|  | Walnut St. Paving & Drainage (\$400K FDEP Grant)                                       | CR/G              | 600,000             |                     |                     |                   |                   |
| 6495                                       | Sidewalk Program: <i>Various Streets</i>   |                   |                     |                     |                     |                   |                   |
|  | Repairs to sidewalks that are a safety hazard  | GTR               | 50,000              | 25,000              | 25,000              | 25,000            | 25,000            |
|  | CDBG Sidewalks new - N. Highland and Center  | G                 | 266,000             |                     |                     |                   |                   |
| 6431                                       | Vehicles/Large Equipment   |                   |                     |                     |                     |                   |                   |
|  | Replace #281 - 2002 JD 310 SG 4/4 Backhoe  | L                 | 150,000             |                     |                     |                   |                   |
|  | Replace #211 - Crew Cab 2009 F250 Utility Body   | R                 |                     |                     | 45,000              |                   |                   |
|  | Replace #203 - 2007 Chevrolet Trail Blazer   | R                 |                     | 25,000              |                     |                   |                   |
|  | Replace #202D - John Deere 544 Front End Loader  | R                 |                     |                     |                     |                   | 130,000           |
| 6493                                       | Sign Replacement Program   | GTR               | 25,000              | 25,000              | 25,000              | 25,000            | 25,000            |
| 6380                                       | Dirt to Pave Program out of Road Segment Analysis<br>(Foster Ln, Olive Circle and MLK) | 5 Cent GT         | 120,000             | 120,000             | 120,000             | 120,000           | 120,000           |
| <b>Total Expenditures &amp; Other Uses</b> |  |                   | <b>\$ 1,956,000</b> | <b>\$ 1,900,000</b> | <b>\$ 1,420,000</b> | <b>\$ 875,000</b> | <b>\$ 505,000</b> |



## 001 - 3052 PUBLIC WORKS

FY 2021/22 CIP PROJECT PRIORITY

| RANK | ACCOUNT NUMBER | ACCOUNT NAME  | FUNDING SOURCE | AMOUNT              | BRIEF EXPLANATION  |
|------|----------------|---|----------------|---------------------|--|
| 1    | 6495           | Sidewalk Repairs  | GTR            | 50,000              | Repair sidewalks that may be a safety hazard                       |
| 2    | 6495           | CDBG Sidewalks - Center and N Highland                        | G              | 266,000             | New sidewalks for schools  |
| 3    | 6370           | Brick Street Repairs  | GT             | 200,000             | Repair brick streets for safety                                    |
| 4    | 6304           | Pavement Markings   | GTR            | 5,000               | For stripping streets and parking lots                             |
| 5    | 6370           | Palmetto Triangle Closure                                     | GT             | 60,000              | Closing Palmetto Ave at US 17 for safety and aesthetics            |
| 6    | 6300           | Downtown Streetscape Planning                                 | ST             | 25,000              | Design of streetscape and brick street design in the downtown area |
| 7    | 6370           | Walnut St Paving and Drainage                                 | CR/G           | 600,000             | Resurface and drainage repairs in the downtown area                |
| 8    | 6493           | Sign Replacement Program                                      | GTR            | 25,000              | Replace old, faded or missing signs                                |
| 9    | 6431           | Replace #281 - 2002 John Deere 310 4x4 Backhoe                | L              | 150,000             |  |
| 10   | 6380           | Dirt to pave program  | 5 Cent GT      | 120,000             | Foster Lane  |
| 11   | 6200           | Parking Lot, Stormwater Pond and Large Equipment Storage Area | ST             | 400,000             | Improvements to Public Works Compound                              |
| 12   | 6200           | Storage Building  | R              | 55,000              | Storage of Christmas Trees, etc.                                   |
|      |                | <b>TOTAL</b>  |                | <b>\$ 1,956,000</b> |  |



| 001 - 3053 RIGHT OF WAY MAINTENANCE        |  |                   | FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM |           |           |       |           |
|--|--|-------------------|--|-----------|-----------|-------|-----------|
| ACCOUNT<br>NUMBER                          | PROJECT                                      | FUNDING<br>SOURCE | 21/22  | 22/23     | 23/24     | 24/25 | 25/26     |
|  | <b><u>Revenues &amp; Other Sources:</u></b>  |                   |  |           |           |       |           |
|  | Revenue                                      | R                 |  | 13,500    | 25,000    |       | 13,500    |
| 3832104                                    | Depreciation Reserve                         | DR                |  |           |           |       |           |
| <b>Total Revenue &amp; Other Sources</b>   |  |                   | \$ -   | \$ 13,500 | \$ 25,000 | \$ -  | \$ 13,500 |
|  | <b><u>Expenditures &amp; Other Uses:</u></b> |                   |  |           |           |       |           |
| 6400                                       | Equipment                                    |                   |  |           |           |       |           |
|  | Replace #618 - 2009 Scag Mower, 61 in.       | R                 |  | 13,500    |           |       |           |
|  | Replace #622 - 2012 Scag Mower, 61 in.       | R                 |  |           |           |       | 13,500    |
|  | Replace #610 - 2007 Ford F-150               | R                 |  |           | 25,000    |       |           |
| <b>Total Expenditures &amp; Other Uses</b> |  |                   | \$ -   | \$ 13,500 | \$ 25,000 | \$ -  | \$ 13,500 |



## 001 - 3072 PARKS

## FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM

| ACCOUNT<br>NUMBER                         |  | FUNDING<br>SOURCE | 21/22             | 22/23             | 23/24               | 24/25            | 25/26            |
|---|--|-------------------|-------------------|-------------------|---------------------|------------------|------------------|
|   | <b><u>Revenues &amp; Other Sources:</u></b>    |                   |                   |                   |                     |                  |                  |
| 3832238                                   | Grant - Legislative Delegation                 | LD                | 300,000           |                   |                     |                  |                  |
| 3810000                                   | Transfers in from Fund Balance                 | TR                | 100,000           |                   |                     |                  |                  |
|   | Revenue *                                      | R                 | 23,000            | 2,000             | 15,500              | 10,000           | 2,000            |
| 3832236                                   | FRDAP Grant                                    | FRDAP             | 50,000            | 50,000            |                     | 50,000           | 50,000           |
| 3832236                                   | Grant  | G                 | 73,000            | 750,000           | 1,300,000           |                  |                  |
| 3126000                                   | Surtax - Current                               | ST                | 25,000            |                   | 100,000             |                  |                  |
| 3832239                                   | Private Developer                              | PD                | 15,000            |                   |                     |                  |                  |
|   |  |                   |                   |                   |                     |                  |                  |
| <b>Total Revenues &amp; Other Sources</b> |  |                   | <b>\$ 586,000</b> | <b>\$ 802,000</b> | <b>\$ 1,415,500</b> | <b>\$ 60,000</b> | <b>\$ 52,000</b> |
|   | <b><u>Expenditures &amp; Other Uses:</u></b>   |                   |                   |                   |                     |                  |                  |
|   | <b>Improvements:</b>                           |                   |                   |                   |                     |                  |                  |
|   | <b>Spring Park</b>                             |                   |                   |                   |                     |                  |                  |
| 6300                                      | Spring Park Flag Pole (80 Ft.)                 | PD                | 15,000            |                   |                     |                  |                  |
| 6300                                      | Fencing and Electric around new ADA playground | ST                | 25,000            |                   |                     |                  |                  |
| 6300                                      | Finishing City Pier Extension                  | G/ST              |                   |                   | 400,000             |                  |                  |
|   |  |                   |                   |                   |                     |                  |                  |



## 001 - 3072 PARKS

## FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM

| ACCOUNT<br>NUMBER                          |  | FUNDING<br>SOURCE | 21/22             | 22/23             | 23/24               | 24/25            | 25/26            |
|--|--|-------------------|-------------------|-------------------|---------------------|------------------|------------------|
|  |  |                   |                   |                   |                     |                  |                  |
|  | <b>Vera Francis Hall Park</b>                          |                   |                   |                   |                     |                  |                  |
| 6300                                       | <u>VFH Park Phase VI - (FRDAP 100%)</u>                | FRDAP             | 50,000            |                   |                     |                  |                  |
|  | <u>VFH Park Phase VII - (FRDAP 100%)</u>               | FRDAP             |                   |                   |                     | 50,000           |                  |
|  | CDBG Improvements                                      | G                 | 73,000            |                   |                     |                  |                  |
|  | Softball Field Lighting                                | G                 |                   | 250,000           |                     |                  |                  |
|  |  |                   |                   |                   |                     |                  |                  |
|  | <b>Augusta Savage Friendship Park (Tot Lot)</b>        |                   |                   |                   |                     |                  |                  |
| 6300                                       | <u>ASF Park Phase I - (FRDAP 100%)</u>                 | FRDAP             |                   | 50,000            |                     |                  |                  |
|  | <u>ASF Park Phase II - (FRDAP 100%)</u>                | FRDAP             |                   |                   |                     |                  | 50,000           |
| 6300                                       | <b>Governors Creek Boat Ramp (\$300K LD;\$100K FB)</b> | LD/TR             | 400,000           |                   |                     |                  |                  |
| 6300                                       | <b>Miscellaneous Park Expansion &amp; Improvements</b> | G                 |                   | 500,000           | 1,000,000           |                  |                  |
|  |  |                   |                   |                   |                     |                  |                  |
|  | <b>Equipment</b>                                       |                   |                   |                   |                     |                  |                  |
| 6400                                       | Replace #621 - 2010, Scag Mower, 61 in.                | R                 | 13,000            |                   |                     |                  |                  |
| 6400                                       | Small Equipment, Weed Eaters, Blowers, Chain Saws      | R                 | 10,000            | 2,000             | 2,000               | 10,000           | 2,000            |
| 6400                                       | Replace #623 - 2013 Scag Mower                         | R                 |                   |                   | 13,500              |                  |                  |
|  |  |                   |                   |                   |                     |                  |                  |
| <b>Total Expenditures &amp; Other Uses</b> |  |                   | <b>\$ 586,000</b> | <b>\$ 802,000</b> | <b>\$ 1,415,500</b> | <b>\$ 60,000</b> | <b>\$ 52,000</b> |



## 001 - 3072 PARKS

## FY 2021/22 CIP PROJECT PRIORITY

| RANK | ACCOUNT<br>NUMBER | ACCOUNT NAME                                     | FUNDING<br>SOURCE | AMOUNT            | BRIEF EXPLANATION  |
|------|-------------------|--|-------------------|-------------------|--|
| 1    | 6400              | Fencing around new playground                    | ST                | 25,000            | Safety item for the kids on the play area. Electric improvements to remove overhead lines in the area. |
| 2    | 6400              | Replace # 621 - 2010, Scag Mower 61 in.          | R                 | 13,000            | Replacing because it has reached its life expectancy   |
| 3    | 6400              | Small Equipment, Weed eaters, Blowers, Chain Saw | R                 | 10,000            | Replacing several items that have reached their life expectancy.                                       |
| 4    | 6300              | Large Flag Pole on the River in Spring Park      | PD                | 15,000            | Large Flag Pole in Spring Park   |
| 5    | 6300              | VFH Park - CDBG Improvements                     | G                 | 73,000            |  |
| 6    | 6300              | VFH Park Phase VI - (FRDAP 100%)                 | FRDAP             | 50,000            | Improvements to include trails, playground, picnic tables and recreation                               |
| 7    | 6300              | Governors Creek Boat Ramp                        | LD/TR             | 400,000           |  |
|      |                   |  |                   |                   |  |
|      |                   | <b>TOTAL</b>                                     |                   | <b>\$ 586,000</b> |  |





**CITY OF GREEN COVE SPRINGS  
FIVE YEAR  
CAPITAL IMPROVEMENT PLAN**

**FY 2021/2022 THROUGH FY 2025/2026**

***UTILITY FUND***



## FY 2021/22 UTILITY FUND PROJECT FUNDING SOURCES

| ACCT # | PROJECT  | LOAN<br>PROCEEDS    | REVENUE     | GRANTS            | REIMB.            | OTHER             | ELECTRIC<br>CAP FEE W/WW<br>TRUST FUND | DEPRECIATION<br>RESERVE | TOTAL               |
|--------|--|---------------------|-------------|-------------------|-------------------|-------------------|--|-------------------------|---------------------|
|        | <b>ELECTRIC - 401-3031</b>                     |                     |             |                   |                   |                   |  |                         |                     |
| 6201   | Electric Operations Renovations-Structure      |                     |             |                   |                   | 25,000            |  |                         | 25,000              |
| 6301   | Extend New Lines                               |                     |             |                   | 250,000           |                   |  |                         | 250,000             |
| 6301   | Magnolia Ave. North Feed                       |                     |             |                   |                   |                   |  | 200,000                 | 200,000             |
| 6400   | Equipment                                      |                     |             |                   |                   |                   |  | 206,132                 | 206,132             |
| 6404   | Vehicles                                       | 230,000             |             |                   |                   |                   |  | 75,000                  | 305,000             |
| 6500   | URD System Conductor Replacement Project       |                     |             |                   |                   | 100,000           |  |                         | 100,000             |
| 6500   | URD System Fusing Project                      |                     |             |                   |                   | 75,000            |  |                         | 75,000              |
| 6500   | Magnolia Ave. District Project                 |                     |             |                   |                   | 75,000            |  |                         | 75,000              |
| 6550   | Reynolds Industrial Park                       |                     |             |                   |                   | 50,000            |  |                         | 50,000              |
| 6511   | LED Conversion of Street Lights                |                     |             |                   |                   | 75,000            |  |                         | 75,000              |
| 65xx   | Designated System Neutral                      |                     |             |                   |                   | 150,000           |  |                         | 150,000             |
| 65xx   | Highland Apartments                            |                     |             |                   |                   | 75,000            |  |                         | 75,000              |
| 6990   | System Materials (build transformer inventory) |                     |             |                   |                   |                   |  | 150,000                 | 150,000             |
|        | <b>Total Electric (3031)</b>                   | <b>\$ 230,000</b>   | <b>\$ -</b> | <b>\$ -</b>       | <b>\$ 250,000</b> | <b>\$ 625,000</b> | <b>\$ -</b>                            | <b>\$ 631,132</b>       | <b>\$ 1,736,132</b> |
|        | <b>ELECTRIC LOAN ONLY - 401-3032</b>           |                     |             |                   |                   |                   |  |                         |                     |
| 6525   | Chapman Substation Upgrade                     | 902,737             |             |                   |                   |                   |  |                         | 902,737             |
| 6510   | 3rd Feeder into Magnolia Point                 | 250,000             |             | 800,000           |                   |                   |  |                         | 1,050,000           |
|        | <b>Total Electric (3032)</b>                   | <b>\$ 1,152,737</b> | <b>\$ -</b> | <b>\$ 800,000</b> | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ -</b>                            | <b>\$ -</b>             | <b>\$ 1,952,737</b> |



**FY 2021/22 UTILITY FUND PROJECT FUNDING SOURCES**

Item #7.

| ACCT # | PROJECT                                     | LOAN<br>PROCEEDS    | REVENUE           | GRANTS      | REIMB.           | OTHER       | ELECTRIC<br>CAP FEE W/WW<br>TRUST FUND | DEPRECIATION<br>RESERVE | TOTAL               |
|--------|---|---------------------|-------------------|-------------|------------------|-------------|--|-------------------------|---------------------|
|        | <b>WATER - 402-3033</b>                     |                     |                   |             |                  |             |  |                         |                     |
| 6403   | Bonaventure Water Plant                     | 1,750,000           |                   |             |                  |             |  |                         | 1,750,000           |
| 6393   | Replace Valves                              |                     | 10,000            |             |                  |             |  |                         | 10,000              |
| 6395   | New Meters to Install (reimbursable)        |                     |                   |             | 20,000           |             |  |                         | 20,000              |
| 6396   | Line Extensions (reimbursable)              |                     |                   |             | 10,000           |             |  |                         | 10,000              |
| 63xx   | New Meter Reading Infrastructure & Software |                     | 75,000            |             |                  |             |  |                         | 75,000              |
| 6400   | Replace Truck #804-2009 F150 Pickup         |                     | 30,000            |             |                  |             |  |                         | 30,000              |
|        | <b>Total Water</b>                          | <b>\$ 1,750,000</b> | <b>\$ 115,000</b> | <b>\$ -</b> | <b>\$ 30,000</b> | <b>\$ -</b> | <b>\$ -</b>                            | <b>\$ -</b>             | <b>\$ 1,895,000</b> |



## FY 2021/22 UTILITY FUND PROJECT FUNDING SOURCES

| ACCT # | PROJECT  | LOAN<br>PROCEEDS     | REVENUE             | GRANTS              | REIMB.            | OTHER               | ELECTRIC<br>CAP FEE W/WW<br>TRUST FUND | DEPRECIATION<br>RESERVE | TOTAL                |
|--------|--|----------------------|---------------------|---------------------|-------------------|---------------------|--|-------------------------|----------------------|
|        | <b>WASTEWATER - 403-3035</b>   |                      |                     |                     |                   |                     |  |                         |                      |
| 6200   | HRWWTP Equipment Buildings   |                      | 25,000              |                     |                   |                     |  |                         | 25,000               |
| 6300   | Structural R&R - stop-gap repairs only as needed                           |                      | 25,000              |                     |                   |                     |  |                         | 25,000               |
| 6301   | WW Collection System-Line Extensions (reimbursable)                        |                      |                     |                     | 20,000            |                     |  |                         | 20,000               |
| 6302   | Lift Station Improvements  |                      | 200,000             |                     |                   |                     |  |                         | 200,000              |
| 6401   | Equipment/Vehicles   |                      | 40,000              |                     |                   |                     |  |                         | 40,000               |
| 6304   | Manhole Rehab  |                      | 30,000              |                     |                   |                     |  |                         | 30,000               |
| 6317   | Rehab Sewer Lines  |                      | 130,000             |                     |                   |                     |  |                         | 130,000              |
| 63xx   | New Meter Reading Infrastructure & Software                                |                      | 75,000              |                     |                   |                     |  |                         | 75,000               |
| 6400   | Equipment/Plant&Lift Station Repair  |                      | 50,000              |                     |                   |                     |  |                         | 50,000               |
| 6305   | Lift Station Generators  |                      |                     | 256,136             |                   | 103,864             |  |                         | 360,000              |
| 6500   | Consolidated Advanced WW Treatment Plant Construction, Design and LS Rehab | 13,500,000           |                     |                     |                   |                     |  |                         | 13,500,000           |
|        | <b>Total Wastewater</b>  | <b>\$ 13,500,000</b> | <b>\$ 575,000</b>   | <b>\$ 256,136</b>   | <b>\$ 20,000</b>  | <b>\$ 103,864</b>   | <b>\$ -</b>                            | <b>\$ -</b>             | <b>\$ 14,455,000</b> |
|        | <b>SOLID WASTE - 404-3034</b>  |                      |                     |                     |                   |                     |  |                         |                      |
| 6431   | Equipment/Vehicle  |                      |                     |                     |                   |                     |  |                         | -                    |
|        | <b>Total Solid Waste</b>   | <b>\$ -</b>          | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>       | <b>\$ -</b>         | <b>\$ -</b>                            | <b>\$ -</b>             | <b>\$ -</b>          |
|        | <b>STORMWATER - 406-3036</b>   |                      |                     |                     |                   |                     |  |                         |                      |
| 6307   | West St. Stormwater Rehab-Design & Construction                            |                      | 350,000             | 333,431             |                   | 335,000             |  |                         | 1,018,431            |
| 6307   | Julia St. Stormwater - Design  |                      | 50,000              |                     |                   |                     |  |                         | 50,000               |
| 6431   | Replace #200 2008 Vac-Con Truck  | 380,000              |                     |                     |                   |                     |  |                         | 380,000              |
|        | <b>Total Stormwater</b>  | <b>\$ 380,000</b>    | <b>\$ 400,000</b>   | <b>\$ 333,431</b>   | <b>\$ -</b>       | <b>\$ 335,000</b>   | <b>\$ -</b>                            | <b>\$ -</b>             | <b>\$ 1,448,431</b>  |
|        | <b>UTILITY FUND TOTAL</b>  | <b>\$ 17,012,737</b> | <b>\$ 1,090,000</b> | <b>\$ 1,389,567</b> | <b>\$ 300,000</b> | <b>\$ 1,063,864</b> | <b>\$ -</b>                            | <b>\$ 631,132</b>       | <b>\$ 21,487,300</b> |



**FY 2021/22 ESTIMATED RESERVE ACCOUNT BALANCES UTILITY FUND**

| <b>UTILITY FUND</b>                       | <b>ELECTRIC<br/>DEPRECIATION</b> | <b>WATER<br/>DEPRECIATION</b> | <b>WASTEWATER<br/>DEPRECIATION</b> | <b>SOLID WASTE<br/>DEPRECIATION</b> | <b>CUSTOMER<br/>SERVICE<br/>DEPRECIATION</b> | <b>WATER<br/>IMPROVEMENT<br/>TRUST</b> | <b>WASTEWATER<br/>IMPROVEMENT<br/>TRUST</b> | <b>TOTAL</b>     |
|---|----------------------------------|-------------------------------|------------------------------------|-------------------------------------|--|--|---|------------------|
| Balance 04/30/21                          | 1,561,468                        | 308,017                       | 542,489                            | 200,000                             | -  | 661,182                                | 1,587,401                                   | 4,860,557        |
| To Be Used Remainder of FY 2021           | (225,000)                        | -                             | -                                  | -                                   | -  | (120,000)                              | (515,698)                                   | (860,698)        |
| Estimated Revenues 05/01/21 thru 09/30/21 | -                                | 43,473                        | 39,299                             | 156,485                             | 1,383  | 20,000                                 | 24,000                                      | 284,640          |
| <b>Estimated Balances 09/30/21</b>        | <b>\$ 1,336,468</b>              | <b>\$ 351,490</b>             | <b>\$ 581,788</b>                  | <b>\$ 356,485</b>                   | <b>\$ 1,383</b>                              | <b>\$ 561,182</b>                      | <b>\$ 1,095,703</b>                         | <b>4,284,499</b> |
| Estimated Revenue FY 2022                 | -                                | 94,671                        | 232,939                            | 56,491                              | -  | 55,000                                 | 173,864                                     | 612,965          |
| <b>SUBJECT TO APPROPRIATIONS FY 2022</b>  | <b>1,336,468</b>                 | <b>446,161</b>                | <b>814,727</b>                     | <b>412,976</b>                      | <b>1,383</b>                                 | <b>616,182</b>                         | <b>1,269,567</b>                            | <b>4,897,464</b> |
| Budgeted Projects FY 2022                 | (631,132)                        | -                             | -                                  | -                                   | -  | -                                      | -   | (631,132)        |
| <b>Estimated Balances 09/30/22</b>        | <b>\$ 705,336</b>                | <b>\$ 446,161</b>             | <b>\$ 814,727</b>                  | <b>\$ 412,976</b>                   | <b>\$ 1,383</b>                              | <b>\$ 616,182</b>                      | <b>\$ 1,269,567</b>                         | <b>4,266,332</b> |



| 401 - 3031 ELECTRIC                       |  |                | FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM |                        |                     |                   |                   |
|---|--|----------------|--|------------------------|---------------------|-------------------|-------------------|
| ACCOUNT NUMBER                            | PROJECT  | FUNDING SOURCE | 21/22  | 22/23                  | 23/24               | 24/25             | 25/26             |
|   | <b>Revenues &amp; Other Sources:</b>   |                |  |                        |                     |                   |                   |
| 3431540                                   | Revenue  | R              |  |                        |                     |                   |                   |
| 3435551                                   | Reimbursable   | RE             | 250,000  | 250,000                | 275,000             | 275,000           | 300,000           |
| 3810010                                   | Unrestricted Cash  | UCASH          | 625,000  | 700,000                | 350,000             | 300,000           | 125,000           |
| 3849993                                   | Depreciation Reserve   | DR             | 631,132  | 725,000                | 400,000             | 200,000           | 200,000           |
|   | Loan   | L              | 230,000  |                        | 4,500,000           |                   |                   |
| <b>Total Revenues &amp; Other Sources</b> |  |                | <b>\$ 1,736,132</b>                                    | <b>\$ 1,675,000</b>    | <b>\$ 5,525,000</b> | <b>\$ 775,000</b> | <b>\$ 625,000</b> |
|   | <b>Expenditures and Other Uses:</b>  |                |  |                        |                     |                   |                   |
| 6201                                      | <b>Electric Operations Renovations</b>   |                |  |                        |                     |                   |                   |
|   | Structure (New Office for Engineer)  | UCASH          | 25,000   | (Carryover from FY 21) |                     |                   |                   |
|   | New Building for Electric Department   | L              |  |                        | 2,500,000           |                   |                   |
| 6301                                      | <b>Extend New Lines</b>  |                |  |                        |                     |                   |                   |
|   | TBD  | RE             | 250,000  | 250,000                | 275,000             | 275,000           | 300,000           |
|   | Magnolia Ave. North Feed   | DR             | 200,000  | 200,000                | 200,000             |                   |                   |
| 6400                                      | <b>Equipment</b>   | DR             |  | 375,000                |                     |                   |                   |
|   | Tablets  | DR             | 6,132  |                        |                     |                   |                   |
|   | New Remote Read Electric Meters & Installation                                 | DR             | 125,000  |                        |                     |                   |                   |
|   | New Meter Reading Infrastructure & Software                                    | DR             | 75,000   |                        |                     |                   |                   |
| 6500                                      | <b>Capital Outlay - Electric</b>   |                |  |                        |                     |                   |                   |
|   | Replace transformer #2 at Chapman Substation                                   | L              |  |                        | 2,000,000           |                   |                   |
|   | Reconductoring Hall Park Rd. for loop feed to Reynolds Park and decaying lines | UCASH          |  | 200,000                |                     |                   |                   |
|   | URD System Conductor Replacement Project                                       | UCASH          | 100,000  | 150,000                | 150,000             | 100,000           |                   |
|   | URD System Fusing Project  | UCASH          | 75,000   | 75,000                 | 75,000              | 75,000            |                   |
|   | Magnolia Ave District Project  | UCASH          | 75,000   | 75,000                 | 75,000              | 75,000            | 75,000            |



## 401 - 3031 ELECTRIC

## FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM

| ACCOUNT<br>NUMBER               | PROJECT  | FUNDING<br>SOURCE | 21/22        | 22/23        | 23/24        | 24/25      | 25/26      |
|---------------------------------|--|-------------------|--------------|--------------|--------------|------------|------------|
| 6404                            | Vehicles (Loan \$230K, Depr. Reserve \$75K)    | L/DR              | 305,000      |              |              |            |            |
| 6550                            | Reynolds Industrial Park                       | UCASH             | 50,000       | 50,000       | 50,000       | 50,000     | 50,000     |
| 65XX                            | Designated System Neutral                      | UCASH             | 150,000      | 150,000      |              |            |            |
| 6990                            | System Materials (build transformer inventory) | DR                | 150,000      | 150,000      | 200,000      | 200,000    | 200,000    |
| 6511                            | LED Lighting Conversion                        | UCASH             | 75,000       |              |              |            |            |
| 65XX                            | Highland Apartments                            | UCASH             | 75,000       |              |              |            |            |
| Total Expenditures & Other Uses |  |                   | \$ 1,736,132 | \$ 1,675,000 | \$ 5,525,000 | \$ 775,000 | \$ 625,000 |



## 401 - 3032 ELECTRIC LOAN ONLY

## FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM

| ACCOUNT<br>NUMBER                          | PROJECT   | FUNDING<br>SOURCE | 21/22               | 22/23       | 23/24       | 24/25       | 25/26       |
|--|---|-------------------|---------------------|-------------|-------------|-------------|-------------|
|  | <b>Revenues &amp; Other Sources:</b>                            |                   |                     |             |             |             |             |
| 3xxxxxx                                    | Grant   | G                 | 800,000             |             |             |             |             |
| 3849990                                    | Loan (Expense cannot exceed FY 2022 cash flow)                  | L                 | 1,152,737           |             |             |             | -           |
| <b>Total Revenues &amp; Other Sources</b>  |   |                   | <b>\$ 1,952,737</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> |
|  | <b>Expenditures and Other Uses:</b>                             |                   |                     |             |             |             |             |
| 6520                                       | UG Cable Sectionalizing/Testing/Replacement                     | L                 |                     |             |             |             |             |
| 6521                                       | Scada Installation  |                   |                     |             |             |             |             |
| 6522                                       | Pole Top Switch Insp/Repl                                       |                   |                     |             |             |             |             |
| 6523                                       | Substation Improvements and Upgrades - Various                  | L                 |                     |             |             |             |             |
| 6510                                       | 3rd Feeder Into Magnolia Point (\$250K-Loan, \$800K-HMGP Grant) | L/G               | 1,050,000           |             |             |             |             |
| 6524                                       | Chapman 3rd Feed and Transformer                                | L                 |                     |             |             |             |             |
| 6525                                       | Chapman Substation Upgrade                                      | L                 | 902,737             |             |             |             |             |
| 65XX                                       | Hwy 17 to Reynolds Conductor Replacement                        |                   |                     |             |             |             |             |
| 65XX                                       | Conversion Core City  |                   |                     |             |             |             |             |
|  |   |                   |                     |             |             |             |             |
|  |   |                   |                     |             |             |             |             |
| <b>Total Expenditures &amp; Other Uses</b> |   |                   | <b>\$ 1,952,737</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> |



| 401 - 3031 ELECTRIC |                |  | FY 2021/22 CIP PROJECT PRIORITY |                  |   |
|---------------------|----------------|--|---------------------------------|------------------|---|
| RANK                | ACCOUNT NUMBER | ACCOUNT NAME                                   | FUNDING SOURCE                  | AMOUNT           | BRIEF EXPLANATION   |
| 1                   | 6301           | Magnolia Ave. North Feed                       | DR                              | 200,000          |   |
| 1                   | 6301           | Extend New Lines                               | RE                              | 250,000          |   |
| 2                   | 6500           | URD System Conductor Replacement Project       | UCASH                           | 100,000          |   |
| 3                   | 65xx           | Highland Apartments                            | UCASH                           | 75,000           | OH to UG Conversion (move OH lines from behind buildings)           |
| 4                   | 6500           | URD System Fusing Project                      | UCASH                           | 75,000           |   |
| 5                   | 6404           | Utility Body Pickup Truck                      | DR                              | 45,000           | 4wd truck that has bins to carry tools and materials (replace #403) |
| 6                   | 6404           | Digger Derrick Truck                           | L                               | 230,000          | Replace older model Digger Derrick (replace #435)                   |
| 7                   | 6404           | Pickup Truck                                   | DR                              | 30,000           | Crew Cab 4wd truck (replace SUV #402)                               |
| 8                   | 6550           | Reynolds Industrial Park                       | UCASH                           | 50,000           |   |
| 9                   | 6990           | Electric System Materials                      | DR                              | 150,000          |   |
| 10                  | 6400           | Tablets  | DR                              | 6,132            | 4 Tablets   |
| 11                  | 6511           | LED Lighting Conversion                        | UCASH                           | 75,000           |   |
| 12                  | 6500           | Magnolia Ave District Project                  | UCASH                           | 75,000           |   |
| 13                  | 6201           | Electric Structure                             | UCASH                           | 25,000           | New Office for Engineer   |
| 14                  | 65xx           | Designated System Neutral                      | UCASH                           | 150,000          |   |
| 15                  | 6400           | New remote read electric meters & installation | DR                              | 125,000          |   |
| 16                  | 6400           | New meter reading infrastructure & software    | DR                              | 75,000           |   |
|                     |                |  |                                 |                  |   |
|                     |                | <b>TOTAL</b>                                   |                                 | <b>1,736,132</b> |   |



401 - 3032 ELECTRIC LOAN ONLY

FY 2021/22 CIP PROJECT PRIORITY

| RANK | ACCOUNT<br>NUMBER | ACCOUNT NAME                   | FUNDING<br>SOURCE | AMOUNT           | BRIEF EXPLANATION |
|------|-------------------|--------------------------------|-------------------|------------------|-------------------|
| 1    | 6525              | Chapman Substation Upgrade     | L                 | 902,737          |                   |
| 2    | 6510              | 3rd Feeder into Magnolia Point | L/G               | 1,050,000        |                   |
|      |                   |                                |                   |                  |                   |
|      |                   |                                |                   |                  |                   |
|      |                   |                                |                   |                  |                   |
|      |                   |                                |                   |                  |                   |
|      |                   |                                |                   |                  |                   |
|      |                   |                                |                   |                  |                   |
|      |                   |                                |                   |                  |                   |
|      |                   | <b>TOTAL</b>                   |                   | <b>1,952,737</b> |                   |



| 402-3033 WATER                            |  |                | FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM |                     |                   |                   |                   |
|---|--|----------------|--|---------------------|-------------------|-------------------|-------------------|
| ACCOUNT NUMBER                            | PROJECT  | FUNDING SOURCE | 21/22  | 22/23               | 23/24             | 24/25             | 25/26             |
|   | <b>Revenues &amp; Other Sources:</b>   |                |  |                     |                   |                   |                   |
| 3435551                                   | Reimbursable   | RE             | 30,000   | 30,000              | 30,000            | 30,000            | 40,000            |
| 3849993                                   | Depreciation Reserve   | DR             |  |                     |                   |                   |                   |
|   | Revenue  | R              | 115,000  | 60,000              | 30,000            | 30,000            | 40,000            |
| 3433540                                   | Trust Fund/Reserves  | TF             |  |                     |                   |                   |                   |
| 3910000                                   | Transfers from Retained Earnings   | TR             |  |                     |                   |                   |                   |
| 3849994                                   | Loan (To be Secured) - SRF   | L              | 1,750,000  | 1,750,000           | 700,000           | 900,000           | 300,000           |
|   |  |                |  |                     |                   |                   |                   |
| <b>Total Revenues &amp; Other Sources</b> |  |                | <b>\$ 1,895,000</b>                                    | <b>\$ 1,840,000</b> | <b>\$ 760,000</b> | <b>\$ 960,000</b> | <b>\$ 380,000</b> |
|   | <b>Expenditures &amp; Other Uses:</b>  |                |  |                     |                   |                   |                   |
| 6200                                      | CUP Planning: Reynolds development could affect timing. Requirement by SJRWMD to conduct water system modeling could affect cost. - Expires 2024 | R              |  | 50,000              |                   |                   |                   |
| 6391                                      | Loop Energy Cove Court (will let development of parcel or Master Plan drive easement obtainment) (\$10K)   | R              |  |                     |                   |                   |                   |
| 6393                                      | Replace Valves   | R              | 10,000   | 10,000              | 10,000            | 10,000            | 10,000            |
| 6394                                      | Meter Replacement (Program Complete. Next Generation to follow)  | R              |  |                     | 20,000            | 20,000            | 30,000            |
| 6395                                      | New Meters Install   | RE             | 20,000   | 20,000              | 20,000            | 20,000            | 20,000            |
| 63xx                                      | New Meter Reading Infrastructure & Software  | R              | 75,000   |                     |                   |                   |                   |
|   |  |                |  |                     |                   |                   |                   |



| 402-3033 WATER |  | FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM |        |        |         |         |         |
|----------------|--|--|--------|--------|---------|---------|---------|
| ACCOUNT NUMBER | PROJECT  | FUNDING SOURCE   | 21/22  | 22/23  | 23/24   | 24/25   | 25/26   |
|                | <b><u>Water Line Replacements/Upgrades</u></b>   |  |        |        |         |         |         |
| 6396           | Line Extensions  | RE   | 10,000 | 10,000 | 10,000  | 10,000  | 20,000  |
|                | Water Main - Governors Creek (part of consolidated AWWTP) (\$360,000 beyond FY 26)                                       | L  |        |        |         |         |         |
|                | Magnolia Point Culdesacs 2" Water Main Upgrades. 17 culdesacs, 4/year, \$75,000.00 each.                                 | L  |        |        | 300,000 | 300,000 | 300,000 |
| 6405           | City-Wide Water Distribution System Upgrade: Elimination of AC water mains and other upgrades (\$6,620,000 beyond FY 25) | L  |        |        |         |         |         |
|                |  |  |        |        |         |         |         |
| 6400           | <b><u>Equipment/Vehicles</u></b>   |  |        |        |         |         |         |
|                | Replace Truck #804-2009 F150 Pickup  | R  | 30,000 |        |         |         |         |
|                |  |  |        |        |         |         |         |



| 402-3033 WATER                             |   | FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM |              |              |            |            |            |
|--|---|--|--------------|--------------|------------|------------|------------|
| ACCOUNT NUMBER                             | PROJECT   | FUNDING SOURCE   | 21/22        | 22/23        | 23/24      | 24/25      | 25/26      |
| 6403                                       | <b>Treatment Plants</b>   |  |              |              |            |            |            |
|  | Bonaventure Water Plant (new facility to improve pressure/flow to Magnolia Point)   | L  | 1,750,000    | 1,750,000    |            |            |            |
|  | HRWTP GST #3 Design & Construction <i>Timing still under consideration and could change</i>   | L  |              |              | 400,000    | 600,000    |            |
|  | Reynolds Plant upgrade - One (1) - 16" well Design & Construction <i>Reynolds development could change timing. (\$1,830,000 beyond FY 26)</i> | L  |              |              |            |            |            |
|  | Reynolds High Service Pump Improvements <i>Reynolds development could change timing. (\$650,000 beyond FY 26)</i>                             | L  |              |              |            |            |            |
|  | ReyWTP GST #3 <i>Reynolds development could change timing. (\$1,000,000 beyond FY 26)</i>   | L  |              |              |            |            |            |
|  | ReyWTP & HRWTP Ground Storage Tank Rehabilitation Placeholder - pending engineering evaluation FY 23  | TF   |              |              |            |            |            |
| <b>Total Expenditures &amp; Other Uses</b> |   |  | \$ 1,895,000 | \$ 1,840,000 | \$ 760,000 | \$ 960,000 | \$ 380,000 |



| 402 - 3033 WATER |                |   | FY 2021/22 CIP PROJECT PRIORITY |              |   |
|------------------|----------------|---|---------------------------------|--------------|---|
| RANK             | ACCOUNT NUMBER | ACCOUNT NAME  | FUNDING SOURCE                  | AMOUNT       | BRIEF EXPLANATION   |
| 1                | 6403           | Bonaventure Water Plant (new facility to improve pressure/flow to Magnolia Point) | L                               | 1,750,000    | Boost water pressure in Mag Point and Eliminate \$100,000 per year cost to CCUA |
| 2                | 6400           | Replace Truck #804 - 2009 F150  | R                               | 30,000       |   |
| 3                | 6393           | Replace Valves  | R                               | 10,000       | As needed - system wide   |
| 4                | 6395           | New Meters Install  | RE                              | 20,000       | To service new customers - reimbursable   |
| 5                | 6396           | Line Extensions   | RE                              | 10,000       | To service new customers - reimbursable   |
| 6                | 63xx           | New Meter Reading Infrastructure & Software                                       | R                               | 75,000       |   |
|                  |                |   |                                 |              |   |
|                  |                |   |                                 |              |   |
|                  |                |   |                                 |              |   |
|                  |                |   |                                 |              |   |
|                  |                |   |                                 |              |   |
|                  |                |   |                                 |              |   |
|                  |                |   |                                 |              |   |
|                  |                | TOTAL   |                                 | \$ 1,895,000 |   |



| 403-3035 WASTEWATER                       |  |                   | FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM |                     |                     |                   |                   |
|---|--|-------------------|--|---------------------|---------------------|-------------------|-------------------|
| ACCOUNT<br>NUMBER                         | PROJECT  | FUNDING<br>SOURCE | 21/22  | 22/23               | 23/24               | 24/25             | 25/26             |
|   | <b><u>Revenues &amp; Other Sources:</u></b>                |                   |  |                     |                     |                   |                   |
| 3435551                                   | Reimbursable   | RE                | 20,000   | 20,000              | 20,000              | 20,000            | 20,000            |
|   | Revenue  | R                 | 575,000  | 440,000             | 320,000             | 330,000           | 340,000           |
| 3849994                                   | Loan - AWWTP   | L                 | 13,500,000   | 925,000             | 2,926,875           | 642,155           | 101,250           |
| 3849993                                   | Depreciation Reserve                                       | DR                |  |                     |                     |                   |                   |
|   | Trust Fund/Reserves  | TF                | 103,864  |                     |                     |                   |                   |
|   | Grant - FEMA/HMGP  | G                 | 256,136  |                     |                     |                   |                   |
| <b>Total Revenues &amp; Other Sources</b> |  |                   | <b>\$ 14,455,000</b>                                   | <b>\$ 1,385,000</b> | <b>\$ 3,266,875</b> | <b>\$ 992,155</b> | <b>\$ 461,250</b> |
|   | <b><u>Expenditures &amp; Other Uses:</u></b>               |                   |  |                     |                     |                   |                   |
| 6200                                      | HRWWTP Equipment Buildings stop-gap repairs only as needed | R                 | 25,000   |                     |                     |                   |                   |
|   | <b>Improvements other than Buildings:</b>                  |                   |  |                     |                     |                   |                   |
| 6300                                      | Structural R & R - stop-gap repairs only as needed         | R                 | 25,000   | 25,000              |                     |                   |                   |
|   | <b>WW Collection System</b>                                |                   |  |                     |                     |                   |                   |
| 6301                                      | Line Extensions (reimbursable)                             | RE                | 20,000   | 20,000              | 20,000              | 20,000            | 20,000            |
| 6302                                      | <b>Lift Station Rehab</b> (Re-pipe 3 per year)             | R                 | 200,000  | 200,000             | 200,000             | 200,000           | 200,000           |
| 6304                                      | Manhole Rehab (120 locations per SSES)                     | R                 | 30,000   | 30,000              | 30,000              | 30,000            | 30,000            |
|   | <b>Rehab Sewer Lines (Routine)</b>                         |                   |  |                     |                     |                   |                   |
| 6317                                      | Rehab sewer Lines -- Routine                               | R                 | 30,000   | 40,000              | 40,000              | 40,000            | 50,000            |



| 403-3035 WASTEWATER |   | FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM |         |        |         |        |         |
|---------------------|---|--|---------|--------|---------|--------|---------|
| ACCOUNT NUMBER      | PROJECT   | FUNDING SOURCE   | 21/22   | 22/23  | 23/24   | 24/25  | 25/26   |
| 6317                | Rehab Sewer Lines (AWWTP) Updated per SSES. Decision as to project by project or major initiative |  |         |        |         |        |         |
|                     | Rehab 1,125 LF 18" VC Sewer Line (\$151,875)  | L/G  |         |        | 151,875 |        |         |
|                     | Rehab 600 LF 18" VC Sewer Line (\$100,000) Houston Trunk  | R  | 100,000 |        |         |        |         |
|                     | Rehab 660 LF 15" VC Sewer Line (\$71,280)   | L/G  |         |        |         | 71,280 |         |
|                     | Rehab 750 LF 12" VC Sewer Line (\$70,875)   | L/G  |         |        |         | 70,875 |         |
|                     | Rehab 250 LF 12" VC Sewer Line (\$101,250)  | L/G  |         |        |         |        | 101,250 |
|                     | Rehab 650 LF 10" VC Sewer Line (\$60,750)   | L/G  |         |        |         |        |         |
|                     | Rehab 900 LF 10" VC Sewer Line (\$303,750)  | L/G  |         |        |         |        |         |
|                     | Rehab (pipe burst) 1,300 LF 10" VC Sewer Line (\$175,000)   | L/G  |         |        |         |        |         |
|                     | Rehab 24,200 LF 8" VC Sewer Line (\$1,306,800)  | L/G  |         |        |         |        |         |
|                     | Rehab 7,500 LF 8" VC Sewer Line to SWWTP<--Not part of SSES (\$405,000)                           | L/G  |         |        |         |        |         |
|                     | Point Repairs (30 locations per SSES/various sz) (\$607,500)                                      | L/G  |         |        |         |        |         |
|                     | Scioto Court Gravity Replacement  | TF   |         |        |         |        |         |
| 63xx                | New Meter Reading Infrastructure & Software   | R  | 75,000  |        |         |        |         |
|                     | Equipment -- Plant & Lift Station Repair  |  |         |        |         |        |         |
| 6400                | Small Equipment (Plants, Line Maintenance)  | R  | 50,000  | 50,000 | 50,000  | 60,000 | 60,000  |
| 6401                | Equipment/Vehicles  |  |         |        |         |        |         |
|                     | Replace Truck #952-2006 Ford F150   | R  |         | 45,000 |         |        |         |
|                     | Replace Truck #955-2006 Ford F150   | R  | 40,000  |        |         |        |         |
|                     | Skid Steer for HRWWTF Vac-Con Pad   | R  |         | 50,000 |         |        |         |



| 403-3035 WASTEWATER             |   | FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM |               |              |              |            |            |
|---------------------------------|---|--|---------------|--------------|--------------|------------|------------|
| ACCOUNT<br>NUMBER               | PROJECT   | FUNDING<br>SOURCE                                      | 21/22         | 22/23        | 23/24        | 24/25      | 25/26      |
| 6500                            | TREATMENT PLANTS & LIFT STATIONS  |  |               |              |              |            |            |
|                                 | <b>Consolidated Advanced WW Treatment Plant (AWWTP)</b>   |  |               |              |              |            |            |
|                                 | Consolidated AWWTP Engineering, Design, and Permitting -<br><b>Eng. Services for Sewer Rehab TBD</b> (For Collection system<br>above (6317)) Timing could change if part of Phase III AWWTF<br>(New force main from LS#2 and decommissioning South<br>WWTF) | L/G  |               |              |              | 500,000    |            |
|                                 | Phase II Consolidated AWWTP Construction and Construction<br>Management (AWT Improvements)  | L/G  | 13,500,000    |              |              |            |            |
|                                 | Phase III Consolidated AWWTP Construction and Construction<br>Management (SWWTF Decommissioning and PS 2/4 16" FM)  | L/G  |               | 925,000      | 2,775,000    |            |            |
| 6305                            | HMGP 4337-215-R, Utility Mitigation/Generator, Lift Station<br>#6. Project Cost \$107,500, Grant \$80,500, Budget \$27,000<br>(Carryover)   | TF/G   | 30,000        |              |              |            |            |
| 6305                            | HMGP 4337-217-R, Generators, 17 Lift Stations, Project Cost<br>\$876,425, Grant \$537,018.75, Budget \$339,406.25 (Carryover)   | TF/G   | 100,000       |              |              |            |            |
| 6305                            | HMGP 4337-218-R, Utility Mitigation/Generator, Lift Station<br>#18. Project Cost \$44,950, Grant \$33,712.50, Budget<br>\$11,237.50 (Potential scope and price change (eliminating pump<br>station))  | TF/G   | 200,000       |              |              |            |            |
| 6305                            | HMGP 4337-294-R, Utility Mitigation/Generator, Lift Station<br>#3. Project Cost \$150,150, Grant \$112,096, Budget \$38,054<br>(Carryover)  | TF/G   | 30,000        |              |              |            |            |
| Total Expenditures & Other Uses |   |  | \$ 14,455,000 | \$ 1,385,000 | \$ 3,266,875 | \$ 992,155 | \$ 461,250 |



| 403 - 3035 WASTEWATER |                |  | FY 2021/22 CIP PROJECT PRIORITY |                      |  |
|-----------------------|----------------|--|---------------------------------|----------------------|--|
| RANK                  | ACCOUNT NUMBER | ACCOUNT NAME   | FUNDING SOURCE                  | AMOUNT               | BRIEF EXPLANATION  |
| 1                     | 6500           | Phase II Consolidated AWWTP Construction and Construction Management (AWT Improvements)  | L/G                             | 13,500,000           |  |
| 2                     | 6305           | HMGP 4337-215-R, Utility Mitigation/Generator, Lift Station #6. Project Cost \$107,500, Grant \$80,500, Budget \$27,000 (Carryover)  | TF/G                            | 30,000               |  |
| 3                     | 6305           | HMGP 4337-217-R, Generators, 17 Lift Stations, Project Cost \$876,425, Grant \$537,018.75, Budget \$339,406.25 (Carryover)   | TF/G                            | 100,000              |  |
| 4                     | 6305           | HMGP 4337-218-R, Utility Mitigation/Generator, Lift Station #18. Project Cost \$44,950, Grant \$33,712.50, Budget \$11,237.50 (Potential scope and price change (eliminating | TF/G                            | 200,000              |  |
| 5                     | 6305           | HMGP 4337-294-R, Utility Mitigation/Generator, Lift Station #3. Project Cost \$150,150, Grant \$112,096, Budget \$38,054 (Carryover)   | TF/G                            | 30,000               |  |
| 6                     | 6302           | Lift Station Rehab   | R                               | 200,000              | Replacing wet-well piping with stainless steel, 3 per year |
| 7                     | 6304           | Manhole Rehab (120 locations per SSES)   | R                               | 30,000               |  |
| 8                     | 6317           | Rehab sewer Lines -- Routine   | R                               | 30,000               |  |
| 9                     | 6317           | Rehab 600 LF 18" VC Sewer Line (\$100,000) Houston Trunk   | R                               | 100,000              |  |
| 10                    | 6200           | HRWWTP Equipment Buildings   | R                               | 25,000               |  |
| 11                    | 6300           | Structural R & R   | R                               | 25,000               |  |
| 12                    | 6301           | Line Extensions (reimbursable)   | RE                              | 20,000               |  |
| 13                    | 6400           | Small Equipment (Plants, Line Maintenance)   | R                               | 50,000               |  |
| 14                    | 6401           | Replace Truck #952-2006 Ford F150  | R                               | 40,000               |  |
| 15                    | 63xx           | New Meter Reading Infrastructure & Software  | R                               | 75,000               |  |
|                       |                | <b>TOTAL</b>   |                                 | <b>\$ 14,455,000</b> |  |



| 404 - 3034 SOLID WASTE                     |   | FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM |       |            |       |            |            |
|--|---|--|-------|------------|-------|------------|------------|
| ACCOUNT<br>NUMBER                          | PROJECT   | FUNDING<br>SOURCE                                      | 21/22 | 22/23      | 23/24 | 24/25      | 25/26      |
|  | <b><u>Revenues &amp; Other Sources:</u></b>       |  |       |            |       |            |            |
| 3895000                                    | Depreciation Revenue                              | DR   |       | 330,000    |       | 180,000    | 350,000    |
| 3849994                                    | Loan (To be Secured)                              | L  |       |            |       |            |            |
| 3434300                                    | Revenue   | R  |       |            |       |            |            |
|  |   |  |       |            |       |            |            |
| <b>Total Revenues &amp; Other Sources</b>  |   |  | \$ -  | \$ 330,000 | \$ -  | \$ 180,000 | \$ 350,000 |
|  | <b><u>Expenditures &amp; Other Uses:</u></b>      |  |       |            |       |            |            |
| 6431                                       | Equipment / Vehicles                              |  |       |            |       |            |            |
|  | Replace #702 2006 Claw Truck                      | DR   |       | 150,000    |       |            |            |
|  | Replace #709 Recycle Truck 2018 Freightliner M210 | DR   |       |            |       | 180,000    |            |
|  | Replace #701 Garbage Truck 2017, Freightliner     | DR   |       | 180,000    |       |            |            |
|  | Replace #712 Garbage Truck 2021, Freightliner     | DR   |       |            |       |            | 175,000    |
|  | Replace #713 - Garbage Truck 2021, Freightliner   | DR   |       |            |       |            | 175,000    |
| <b>Total Expenditures &amp; Other Uses</b> |   |  | \$ -  | \$ 330,000 | \$ -  | \$ 180,000 | \$ 350,000 |



## 406 - 3036 STORMWATER

## FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM

| ACCOUNT<br>NUMBER                         | PROJECTS  | FUNDING<br>SOURCE | 21/22               | 22/23             | 23/24               | 24/25               | 25/26               |
|---|---|-------------------|---------------------|-------------------|---------------------|---------------------|---------------------|
|   | <b><u>Revenues &amp; Other Sources:</u></b>           |                   |                     |                   |                     |                     |                     |
| 3431100                                   | Stormwater Usage Fees                                 | STWU              | 400,000             | 840,000           | 1,300,000           | 1,055,000           | 1,150,000           |
| 3699320                                   | Grants (CDBG)   | G                 | 333,431             |                   |                     |                     |                     |
| 3699301                                   | Transfer in from General Fund (Depr Reserve)          | TR                |                     |                   |                     |                     |                     |
| 3810000                                   | Transfer in from Fund Balance                         | TR                | 335,000             |                   |                     |                     |                     |
| 3xxxxxx                                   | Loan (To be Secured)                                  | L                 | 380,000             |                   |                     |                     |                     |
| <b>Total Revenues &amp; Other Sources</b> |   |                   | <b>\$ 1,448,431</b> | <b>\$ 840,000</b> | <b>\$ 1,300,000</b> | <b>\$ 1,055,000</b> | <b>\$ 1,150,000</b> |
|   | <b><u>Expenditures &amp; Others Uses:</u></b>         |                   |                     |                   |                     |                     |                     |
|   | <b><u>Stormwater</u></b>                              |                   |                     |                   |                     |                     |                     |
| 6307                                      | Stormwater Improvements                               |                   |                     |                   |                     |                     |                     |
|   | Julia Street (Design FY 22, Construction FY 23)       | STWU              | 50,000              | 750,000           |                     |                     |                     |
|   | St. Johns Ave. (Bayard St. - Park St. Imprv.)         | STWU              |                     |                   |                     | 50,000              |                     |
|   | Clay St. Storm Basin (Design FY 23, Const FY 24)      | STWU              |                     | 35,000            | 500,000             |                     |                     |
|   | Ferris St. Storm Basin                                | STWU              |                     |                   |                     | 275,000             |                     |
|   | Esplanade Ave. Stormwater (Design FY 23, Const FY 24) | STWU              |                     | 20,000            | 200,000             |                     |                     |
|   | Roberts St.   | STWU              |                     |                   |                     | 400,000             |                     |
|   | 407 Highland Ave. (Design FY 24, Const FY 26)         | STWU              |                     |                   | 100,000             |                     | 700,000             |
|   | West St. Stormwater Rehab - Construction              | STWU/G<br>/TR     | 1,018,431           |                   |                     |                     |                     |
|   | Oakridge Ave from North St to MLK                     | STWU              |                     |                   |                     | 250,000             |                     |
|   | Property Purchases                                    | STWU              |                     |                   |                     |                     | 50,000              |



| 406 - 3036 STORMWATER           |   |                   | FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM |            |              |              |              |
|---------------------------------|---|-------------------|--|------------|--------------|--------------|--------------|
| ACCOUNT<br>NUMBER               | PROJECTS  | FUNDING<br>SOURCE | 21/22  | 22/23      | 23/24        | 24/25        | 25/26        |
|                                 | Vermont Ave S - Pipe Ditch                        | STWU              |  |            |              | 80,000       |              |
|                                 | Magnolia Ave (Design FY 23, Const FY 24)          | STWU              |  | 35,000     | 500,000      |              |              |
|                                 | Walnut St and Vermont Ave (Design & Construction) | STWU              |  |            |              |              | 400,000      |
| 6431                            | Replacement of #200 2008 Vac-Con Truck            | L                 | 380,000  |            |              |              |              |
| Total Expenditures & Other Uses |   |                   | \$ 1,448,431   | \$ 840,000 | \$ 1,300,000 | \$ 1,055,000 | \$ 1,150,000 |



## 406 - 3036 STORMWATER

## FY 2021/22 CIP PROJECT PRIORITY

| RANK | ACCOUNT<br>NUMBER | ACCOUNT NAME                                   | FUNDING<br>SOURCE | AMOUNT       | BRIEF EXPLANATION   |
|------|-------------------|--|-------------------|--------------|---|
| 1    | 6307              | West St Stormwater rehab - Construction        | STWU/G<br>/TR     | 1,018,431    | Reconstruction of the drainage basin on West St.                        |
| 2    | 6307              | Julia St Design of Drainage Basin Improvements | STWU              | 50,000       | Design Julia St basin drainage  |
| 3    | 6431              | Replace # 200 Vac-Con Truck                    | L                 | 380,000      | Replace # 200 - 2008 Vac-Con truck that has reached its life expectancy |
|      |                   |  |                   |              |   |
|      |                   |  |                   |              |   |
|      |                   |  |                   |              |   |
|      |                   |  |                   |              |   |
|      |                   |  |                   |              |   |
|      |                   |  |                   |              |   |
|      |                   | TOTAL  |                   | \$ 1,448,431 |   |





# CITY OF GREEN COVE SPRINGS

## GENERAL FUND EQUIPMENT LIST



Latest Odometer Readings

Grouped By Department

| Equipment Code / Name |                      | Department | Equipment Type | Odometer |   | Date     |
|-----------------------|----------------------|------------|----------------|----------|---|----------|
| 221E                  | 1942 Fire Truck E221 | Finance    | Fire Truck     | 63,952   | M | 12-10-20 |
| 508                   | 2020 Forklift        | Finance    | Forklift       | 37       | H | 02-09-21 |
| 529                   | 2000 Forklift 529    | Finance    | Forklift       | 2,374    | H | 12-31-20 |
| 3                     | Finance              |            |                |          |   |          |



# City Green Cove Springs

Item #7.

## Latest Odometer Readings

Grouped By Department

**Equipment Code / Name**

**Department**

**Equipment Type**

**Odometer**

**Date**

502 2017 Escape 502 SUV

Code Enforcement

Suv

25,604

M

06-20-21

1 **Code Enforcement**



# City Green Cove Springs

Item #7.

## Latest Odometer Readings

Grouped By Department

| Equipment Code / Name |                    | Department  | Equipment Type | Odometer | Date |          |
|-----------------------|--------------------|-------------|----------------|----------|------|----------|
| <b>Police Dept</b>    |                    |             |                |          |      |          |
| 114                   | 2006 Car 114       | Police Dept | Car            | 128,638  | M    | 06-15-21 |
| 123                   | 2017 Car 123       | Police Dept | Car            | 71,881   | M    | 05-19-21 |
| 125                   | 1940 Car 125       | Police Dept | Car            | 36,307   | M    | 06-29-21 |
| 139                   | 2009 Car 139       | Police Dept | Car            | 89,458   | M    | 05-03-21 |
| 140                   | 2010 Car 140       | Police Dept | Car            | 66,750   | M    | 06-24-21 |
| 141                   | 2010 Car 141       | Police Dept | Car            | 93,882   | M    | 05-01-21 |
| 142                   | 1995 Boat 142      | Police Dept | Boat           | 843      | H    | 06-28-21 |
| 143                   | 2012 Car 143       | Police Dept | Car            | 88,979   | M    | 04-16-18 |
| 144                   | 2013 Car 144       | Police Dept | Car            | 111,852  | M    | 06-25-21 |
| 146                   | 2013 Car 146       | Police Dept | Car            | 65,391   | M    | 03-02-21 |
| 147                   | 2013 Car 147       | Police Dept | Car            | 71,858   | M    | 03-05-21 |
| 148                   | 2001 Tahoe 148     | Police Dept | Suv            | 239,166  | M    | 06-22-21 |
| 149                   | 2015 Explorer 149  | Police Dept | Suv            | 71,234   | M    | 06-09-21 |
| 150                   | 2015 Explorer 150  | Police Dept | Suv            | 78,578   | M    | 06-09-21 |
| 151                   | 2016 Explorer 151  | Police Dept | Suv            | 55,663   | M    | 06-18-21 |
| 152                   | 2016 Explorer 152  | Police Dept | Suv            | 50,230   | M    | 06-24-21 |
| 153                   | 2016 Car 153       | Police Dept | Car            | 38,883   | M    | 05-25-21 |
| 154                   | 2008 Escalade 154  | Police Dept | Suv            | 100,268  | M    | 06-29-21 |
| 156                   | 2017 Golf Cart 156 | Police Dept | Utility Cart   | 0        | H    | 10-25-17 |
| 157                   | 2017 Golf Cart 157 | Police Dept | Utility Cart   | 0        | H    | 10-13-18 |
| 158                   | 2017 Car 158       | Police Dept | Car            | 4,338    | M    | 06-01-18 |
| 159                   | 2017 Car 159       | Police Dept | Car            | 22,233   | M    | 06-01-21 |
| 160                   | 2018 Car 160       | Police Dept | Car            | 43,834   | M    | 06-16-21 |
| 161                   | 2018 Car 161       | Police Dept | Car            | 28,428   | M    | 06-24-21 |
| 162                   | 2018 Car 162       | Police Dept | Car            | 31,369   | M    | 06-27-21 |
| 163                   | 2019 Car 163       | Police Dept | Car            | 37,994   | M    | 06-27-21 |
| 164                   | 2019 Explorer 164  | Police Dept | Suv            | 21,819   | M    | 06-25-21 |
| 165                   | 2019 Explorer 165  | Police Dept | Suv            | 31,992   | M    | 06-28-21 |
| 166                   | 2019 Explorer 166  | Police Dept | Suv            | 26,672   | M    | 04-16-21 |
| 167                   | 2019 Explorer 167  | Police Dept | Suv            | 16,395   | M    | 06-24-21 |
| 168                   | 2019 Explorer 168  | Police Dept | Suv            | 13,724   | M    | 06-28-21 |

6/30/2021



# City Green Cove Springs

Item #7.

## Latest Odometer Readings

Grouped By Department

| Equipment Code / Name |                   | Department  | Equipment Type | Odometer | Date |          |
|-----------------------|-------------------|-------------|----------------|----------|------|----------|
| 169                   | 2021 Explorer 169 | Police Dept | Suv            | 7,052    | M    | 06-27-21 |
| 170                   | 2014 Tahoe 170    | Police Dept | Suv            | 92,053   | M    | 06-27-21 |
| 171                   | 2021 Explorer 171 | Police Dept | Suv            | 4,055    | M    | 06-05-21 |
| 175                   | 2020 Car 175      | Police Dept | Car            | 13,237   | M    | 06-22-21 |
| 176                   | 2020 Car 176      | Police Dept | Suv            | 6,253    | M    | 06-28-21 |
| 177                   | 2021 Explorer 177 | Police Dept | Suv            | 769      | M    | 06-26-21 |
| 180                   | 2022 Van 180      | Police Dept | Van            | 4,506    | M    | 06-22-21 |
| 38                    | Police Dept       |             |                |          |      |          |



# City Green Cove Springs

Item #7.

## Latest Odometer Readings

Grouped By Department

| Equipment Code / Name |   | Department   | Equipment Type | Odometer |   | Date     |
|-----------------------|---|--------------|----------------|----------|---|----------|
| 201D                  | 2006 Flat Dump Bed 201D                     | Public Works | Dump Truck     | 22,090   | M | 04-14-21 |
| 202D                  | 2007 Front End Loader 202D                  | Public Works | Loader         | 5,698    | H | 05-07-21 |
| 203                   | 2007 Trail Blazer 203                       | Public Works | Suv            | 57,995   | M | 05-27-21 |
| 204D                  | 2007 Dump Truck 204D                        | Public Works | Dump Truck     | 34,404   | M | 04-26-21 |
| 210                   | 2009 Pickup 210                             | Public Works | Pickup         | 49,452   | M | 06-29-21 |
| 211                   | 2009 Pickup Crew Cab 211                    | Public Works | Pickup         | 39,374   | M | 06-14-21 |
| 215B                  | 2002 John Boat 215B                         | Public Works | Boat           | 0        |   | 08-22-12 |
| 216                   | 2017 Expedition 216                         | Public Works | Suv            | 12,367   | M | 04-08-21 |
| 217D                  | 2016 Pickup 217D                            | Public Works | Pickup         | 11,189   | M | 06-10-21 |
| 219D                  | 1993 Bucket Truck was 433D transfer 3/10/17 | Public Works | Bucket Truck   | 106,597  | M | 03-03-20 |
| 274                   | 2005 Pickup 274                             | Public Works | Pickup         | 50,330   | M | 06-29-21 |
| 281D                  | 2002 John Deer 4x4 Backhoe Tractor 281D     | Public Works | Backhoe        | 4,815    | H | 01-27-21 |
| 282D                  | 1970 Grader Cat 112f 282D                   | Public Works | Grader         | 0        | H | 10-13-05 |
| <b>13</b>             | <b>Public Works</b>                         |              |                |          |   |          |



# City Green Cove Springs

Item #7.

## Latest Odometer Readings

Grouped By Department

| Equipment Code / Name |                          | Department      | Equipment Type | Odometer |   | Date     |
|-----------------------|--------------------------|-----------------|----------------|----------|---|----------|
| 610                   | 2007 Pickup 610          | ROW Maintenance | Pickup         | 49,613   | M | 06-22-21 |
| 616M                  | 2007 Mower 616M          | ROW Maintenance | Mower          | 2,050    | H | 04-04-14 |
| 618M                  | 2009 Mower 618M          | ROW Maintenance | Mower          | 1,896    | H | 06-02-21 |
| 622M                  | 2012 Mower 622M          | ROW Maintenance | Mower          | 1,363    | H | 05-25-21 |
| 624D                  | 2014 Tractor Kubota 624D | ROW Maintenance | Tractor        | 593      | H | 06-02-21 |
| 626                   | 2016 Pickup 626          | ROW Maintenance | Pickup         | 16,057   | M | 06-23-21 |
| 627M                  | 2018 Mower 627M          | ROW Maintenance | Mower          | 418      | H | 06-24-21 |
| 628M                  | 2019 Mower 628M          | ROW Maintenance | Mower          | 399      | H | 03-02-21 |
| 631M                  | 2020 Mower 631M          | ROW Maintenance | Mower          | 0        | H | 11-09-20 |
| 698                   | 2015 Utility Cart 698    | ROW Maintenance | Utility Cart   | 1,083    | H | 06-23-21 |
| 699M                  | 2013 Mower 699M Bat Wing | ROW Maintenance | Mower          | 160      | H | 01-28-16 |
| <b>11</b>             | <b>ROW Maintenance</b>   |                 |                |          |   |          |



# City Green Cove Springs

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## Latest Odometer Readings

Grouped By Department

| Equipment Code / Name |                       | Department | Equipment Type | Odometer | Date |          |
|-----------------------|-----------------------|------------|----------------|----------|------|----------|
| 611                   | 2007 Pickup 611       | Parks      | Pickup         | 39,136   | M    | 05-06-21 |
| 617M                  | 2008 Mower 617M       | Parks      | Mower          | 1,648    | H    | 08-25-20 |
| 621M                  | 2010 Mower 621M       | Parks      | Mower          | 1,697    | H    | 08-22-16 |
| 623M                  | 2013 Mower 623M       | Parks      | Mower          | 1,835    | H    | 05-12-21 |
| 629                   | 2019 Pickup 629       | Parks      | Pickup         | 4,509    | M    | 06-08-21 |
| 630M                  | 2020 Mower 630M       | Parks      | Mower          | 0        | H    | 11-10-20 |
| 697                   | 2015 Utility Cart 697 | Parks      | Utility Cart   | 1,277    | H    | 05-26-21 |
| 7                     | Parks                 |            |                |          |      |          |



# City Green Cove Springs

Item #7.

## Latest Odometer Readings

Grouped By Department

| Equipment Code / Name |                  | Department  | Equipment Type | Odometer | Date |          |
|-----------------------|------------------|-------------|----------------|----------|------|----------|
| 301D                  | 2009 Pickup 301D | Equip Maint | Pickup         | 33,116   | M    | 06-18-21 |
| 1                     | Equip Maint      |             |                |          |      |          |



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## Latest Odometer Readings

Grouped By Department

**Equipment Code / Name**

**Department**

**Equipment Type**

**Odometer**

**Date**

509

2006 Pickup 509

Information Technology Pickup

223,307

M

06-24-21

1

**Information Technology**



Latest Odometer Readings

Grouped By Department

| Equipment Code / Name |                 | Department | Equipment Type | Odometer |   | Date     |
|-----------------------|-----------------|------------|----------------|----------|---|----------|
| 500                   | 2014 Pickup 500 | Building   | Pickup         | 20,475   | M | 06-22-21 |
| 1                     | Building        |            |                |          |   |          |





# CITY OF GREEN COVE SPRINGS

## UTILITY FUND EQUIPMENT LIST



# City Green Cove Springs

Item #7.

## Latest Odometer Readings

Grouped By Department

| Equipment Code / Name |  | Department | Equipment Type | Odometer |   | Date     |
|-----------------------|--|------------|----------------|----------|---|----------|
| 401D                  | 2008 BucketTruck 401D                        | Electric   | Bucket Truck   | 46,550   | M | 06-28-21 |
| 402                   | 2009 Explorer 402                            | Electric   | Suv            | 81,087   | M | 06-24-21 |
| 403                   | 2009 Pickup 403                              | Electric   | Pickup         | 80,536   | M | 06-22-21 |
| 404D                  | 2016 Digger Truck 404D                       | Electric   | Digger Truck   | 11,538   | M | 06-14-21 |
| 405D                  | 2016 Bucket Truck 405D                       | Electric   | Bucket Truck   | 31,140   | M | 06-23-21 |
| 406                   | 2004 Pickup 406 was 600 Transfer to Electric | Electric   | Pickup         | 50,816   | M | 06-17-21 |
| 408D                  | 2018 Bucket Truck 408D                       | Electric   | Bucket Truck   | 9,750    | M | 06-23-21 |
| 416D                  | 2006 Excavator Mini 416D was 800D            | Electric   | Excavator      | 2,705    | H | 10-07-20 |
| 431D                  | 1999 Bucket Truck 431D                       | Electric   | Bucket Truck   | 114,804  | M | 05-12-21 |
| 435D                  | 2000 Digger Truck 435D                       | Electric   | Digger Truck   | 19,490   | M | 06-15-21 |
| <b>10</b>             | <b>Electric</b>                              |            |                |          |   |          |



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## Latest Odometer Readings

Grouped By Department

| Equipment Code / Name |                                       | Department | Equipment Type | Odometer |   | Date     |
|-----------------------|---------------------------------------|------------|----------------|----------|---|----------|
| 804                   | 2009 Pickup 804                       | Water      | Pickup         | 70,305   | M | 06-17-21 |
| 806D                  | 2016 Excavator 806D                   | Water      | Excavator      | 488      | H | 04-28-21 |
| 807                   | 2006 Car 807 was 116 transfer 3/19/18 | Water      | Car            | 83,697   | M | 05-07-21 |
| 808                   | 2007 Car 808 was 120 3/15/2020        | Water      | Car            | 113,767  | M | 05-27-21 |
| 809                   | 2021 Pickup 809                       | Water      | Pickup         | 770      | M | 06-24-21 |
| 5                     | Water                                 |            |                |          |   |          |



# City Green Cove Springs

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## Latest Odometer Readings

Grouped By Department

| Equipment Code / Name |   | Department  | Equipment Type | Odometer |   | Date     |
|-----------------------|---|-------------|----------------|----------|---|----------|
| 901M                  | 2000 Mower 901M was 606                   | Waste Water | Mower          | 1,900    | H | 07-20-16 |
| 904                   | 2010 Pickup 904                           | Waste Water | Pickup         | 57,903   | M | 06-23-21 |
| 905D                  | 2016 Pickup 905D                          | Waste Water | Pickup         | 36,877   | M | 06-29-21 |
| 906D                  | 1996 Dump Truck 906 was 276D              | Waste Water | Dump Truck     | 44,922   | M | 03-03-21 |
| 907D                  | 2018 VacCon 907D                          | Waste Water | Vac-Con        | 3,673    | M | 06-29-21 |
| 909M                  | 2006 Mower 909M was 608M transfer to W/WW | Waste Water | Mower          | 1,258    | H | 08-13-12 |
| 911                   | 2020 911 Pickup                           | Waste Water | Pickup         | 6,739    | M | 06-17-21 |
| 912                   | 2020 Van 912                              | Waste Water | Van            | 8,045    | M | 06-28-21 |
| 952                   | 2006 Pickup 952                           | Waste Water | Pickup         | 72,803   | M | 06-29-21 |
| 954                   | 2004 Pickup 954                           | Waste Water | Pickup         | 47,180   | M | 05-12-21 |
| 955                   | 2006 Pickup 955                           | Waste Water | Pickup         | 75,065   | M | 06-29-21 |
| <b>11</b>             | <b>Waste Water</b>                        |             |                |          |   |          |



# City Green Cove Springs

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## Latest Odometer Readings

Grouped By Department

| Equipment Code / Name |                               | Department  | Equipment Type | Odometer |   | Date     |
|-----------------------|-------------------------------|-------------|----------------|----------|---|----------|
| 700                   | 2007 Pickup 700               | Solid Waste | Pickup         | 71,663   | M | 12-30-20 |
| 701D                  | 2017 Garbage Truck 701D       | Solid Waste | Garbage        | 35,300   | M | 06-29-21 |
| 702D                  | 2006 Claw Truck 702D          | Solid Waste | Claw Truck     | 82,928   | M | 06-29-21 |
| 709D                  | 2018 Recycling Truck 709D     | Solid Waste | Recycle        | 18,674   | M | 06-28-21 |
| 710D                  | 2018 Claw Truck 710D          | Solid Waste | Claw Truck     | 21,060   | M | 06-24-21 |
| 711                   | 2020 Pickup 711               | Solid Waste | Pickup         | 2,007    | M | 06-24-21 |
| 712D                  | 2021 Garbage Truck 712D       | Solid Waste | Garbage        | 6,904    | M | 06-29-21 |
| 713D                  | 2021 Garbage Truck 713D       | Solid Waste | Garbage        | 4,803    | M | 06-16-21 |
| 719D                  | 2004 Recycle Truck F-450 719D | Solid Waste | Recycle        | 70,415   | M | 02-12-18 |
| 720D                  | 2015 Claw Truck 720D          | Solid Waste | Claw Truck     | 42,037   | M | 06-28-21 |
| 10                    | Solid Waste                   |             |                |          |   |          |



# City Green Cove Springs

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## Latest Odometer Readings

Grouped By Department

| Equipment Code / Name |                   | Department        | Equipment Type | Odometer | Date |          |
|-----------------------|-------------------|-------------------|----------------|----------|------|----------|
| 207                   | 2007 Van 207      | Customer Services | Van            | 28,651   | M    | 03-23-21 |
| 505                   | 2007 Car 505      | Customer Services | Car            | 80,852   | M    | 07-29-20 |
| 506                   | 2015 Pickup 506   | Customer Services | Pickup         | 64,614   | M    | 06-29-21 |
| 507                   | 2016 Pickup 507   | Customer Services | Pickup         | 27,382   | M    | 06-21-21 |
| 4                     | Customer Services |                   |                |          |      |          |



# City Green Cove Springs

Item #7.

## Latest Odometer Readings

Grouped By Department

| Equipment Code / Name |                             | Department         | Equipment Type | Odometer |   | Date     |
|-----------------------|-----------------------------|--------------------|----------------|----------|---|----------|
| 200D                  | 2008 Vac Con 200D           | Stormwater Utility | Vac-Con        | 44,267   | M | 05-10-21 |
| 209D                  | 2008 Sweeper 209D           | Stormwater Utility | Sweeper        | 7,119    | H | 12-09-20 |
| 223D                  | 2018 Dump Truck 223D        | Stormwater Utility | Dump Truck     | 5,919    | M | 04-26-21 |
| 224D                  | 2017 Tractor Kubota 224D    | Stormwater Utility | Tractor        | 988      | H | 05-03-21 |
| 228                   | 2019 Pickup 228             | Stormwater Utility | Pickup         | 8,869    | M | 06-17-21 |
| 273                   | 2000 Pickup 273             | Stormwater Utility | Pickup         | 53,713   | M | 11-19-19 |
| 290D                  | 2010 Excavator Tractor 290D | Stormwater Utility | Excavator      | 2,290    | H | 01-07-21 |
| 632                   | 2021 Utility Cart 632       | Stormwater Utility | Utility Cart   | 20       | H | 06-01-21 |
| 8                     | Stormwater Utility          |                    |                |          |   |          |





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council **MEETING DATE:** September 7, 2021  
**FROM:** Michael Daniels, AICP, Planning & Zoning Director  
**SUBJECT:** Small Scale Future Land Use Amendment and Rezoning Request for property located in the 1300 Block of Energy Cove Court for approximately 9.4 acres.

Future Land Use Amendment: from: Mixed Use Highway  
to: Residential High Density  
Zoning Amendment: from: C-2, General Commercial and M-2, Industrial  
to: R-3, Residential High Density

### PROPERTY DESCRIPTION

**APPLICANT:** Colin Groff, Black Creek Engineering **OWNER:** B&B GCS Joint Venture, c/o John R. Smith, Jr.

**PROPERTY LOCATION:** 1300 Block of Energy Cove Court

**PARCEL NUMBER:** 016562-000-00

**FILE NUMBER:** FLUS-21-0003 & ZON-21-0003

**CURRENT ZONING:** Mixed Use Highway (MUH)

**FUTURE LAND USE DESIGNATION:** MUH – Mixed Use Highway

### SURROUNDING LAND USE

|   |  |
|---|--|
| <b>NORTH:</b><br><b>FLU:</b> Medium Density Residential (RMD)<br><b>Z:</b> R-2<br><b>Use:</b> Single Family Residential | <b>SOUTH:</b><br><b>FLU:</b> MUH<br><b>Z:</b> MUH<br><b>Use:</b> Undeveloped |
| <b>EAST:</b><br><b>FLU:</b> MUH<br><b>Z:</b> MUH<br><b>Use:</b> Undeveloped   | <b>WEST:</b><br><b>FLU:</b> MUH<br><b>Z:</b> MUH<br><b>Use:</b> Industrial   |



## BACKGROUND

The applicant has applied for a Future Land Use and Zoning Change for the subject property for the construction of multifamily development.

## PROPERTY DESCRIPTION

The property is currently undeveloped. The property has approximately 355' of frontage on Cooks Lane and 150' of frontage on Energy Cove Court. Portion of the property in the northwest and northeast near Cooks Lane are located within the 100-year floodplain. The property is heavily wooded with a mixture of hardwood and pine Trees. There is a City water main line located on the northern portion of the property that connects to Cooks Lane to the north and then connects to the adjacent property to the west. There are wetlands located on the northwest 25' of the site which shall remain undisturbed. In addition, there is an existing City water line that runs from Cooks Lane down the west side of the property eventually connecting to the Energy Cove Court cul-de-sac. The existing water line shall either be maintained as a part of future development plans or relocated at the property owner's expense.

**Figure 1. Aerial Map**

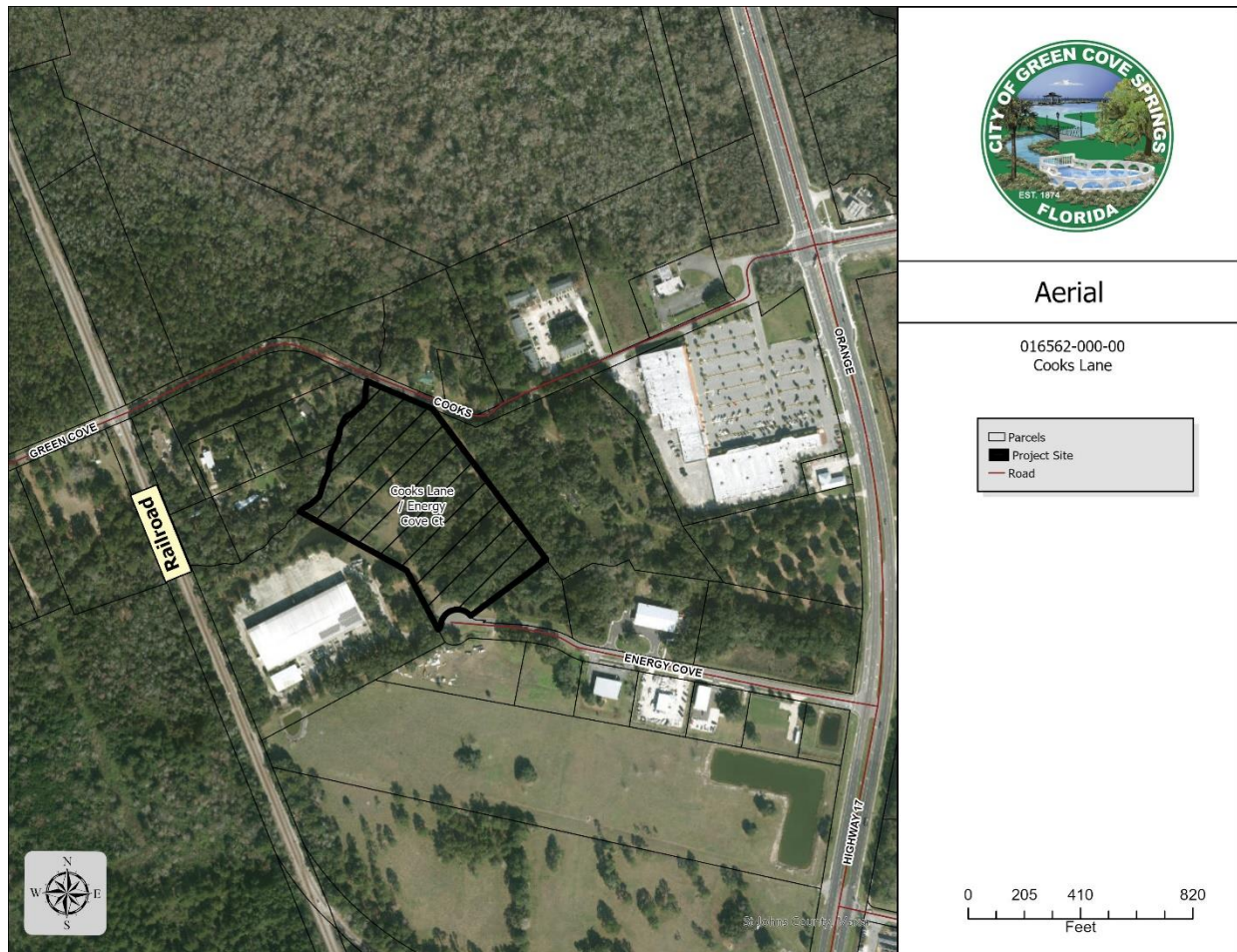
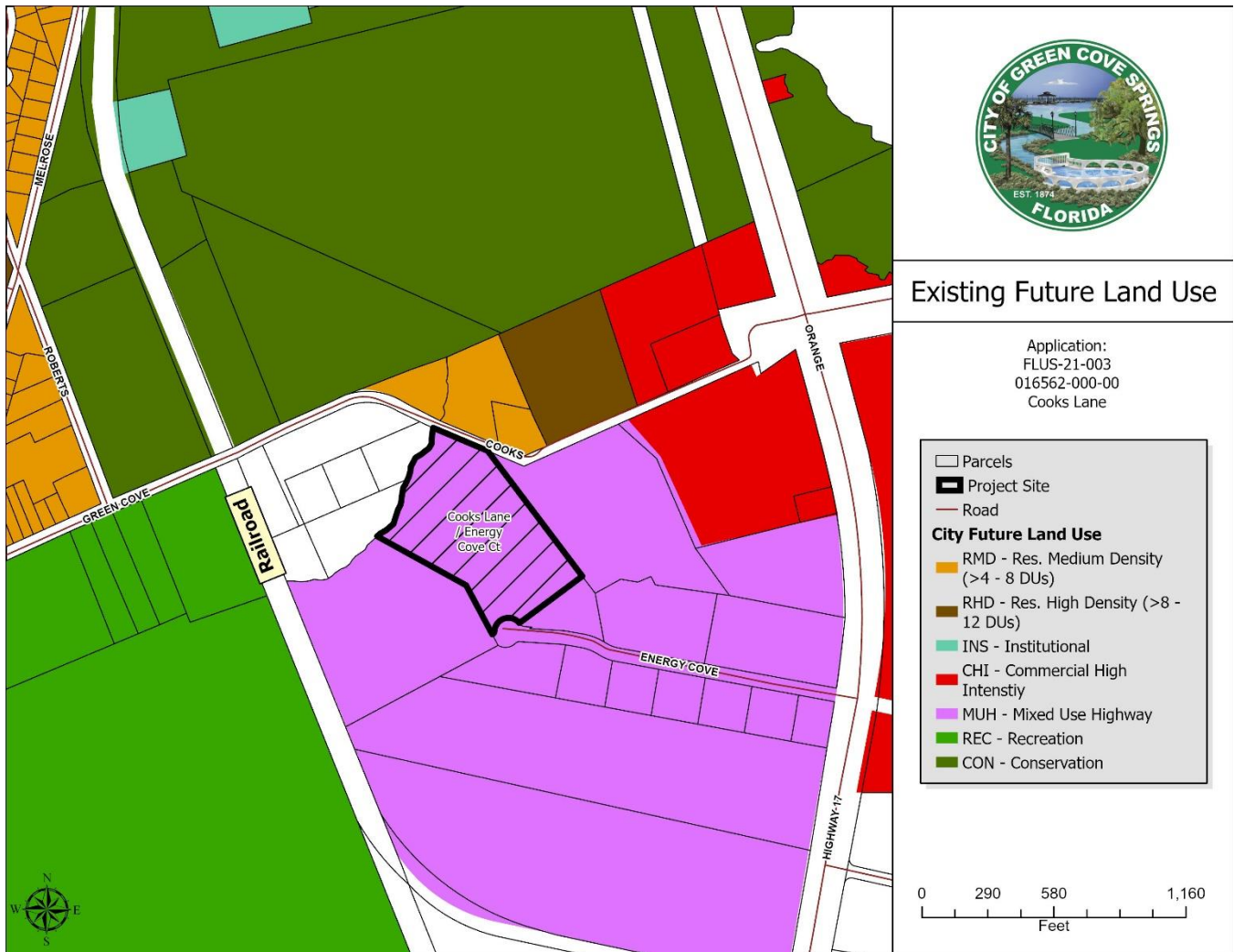




Figure 2. Existing Future Land Use





**Figure 3. Proposed Future Land Use**



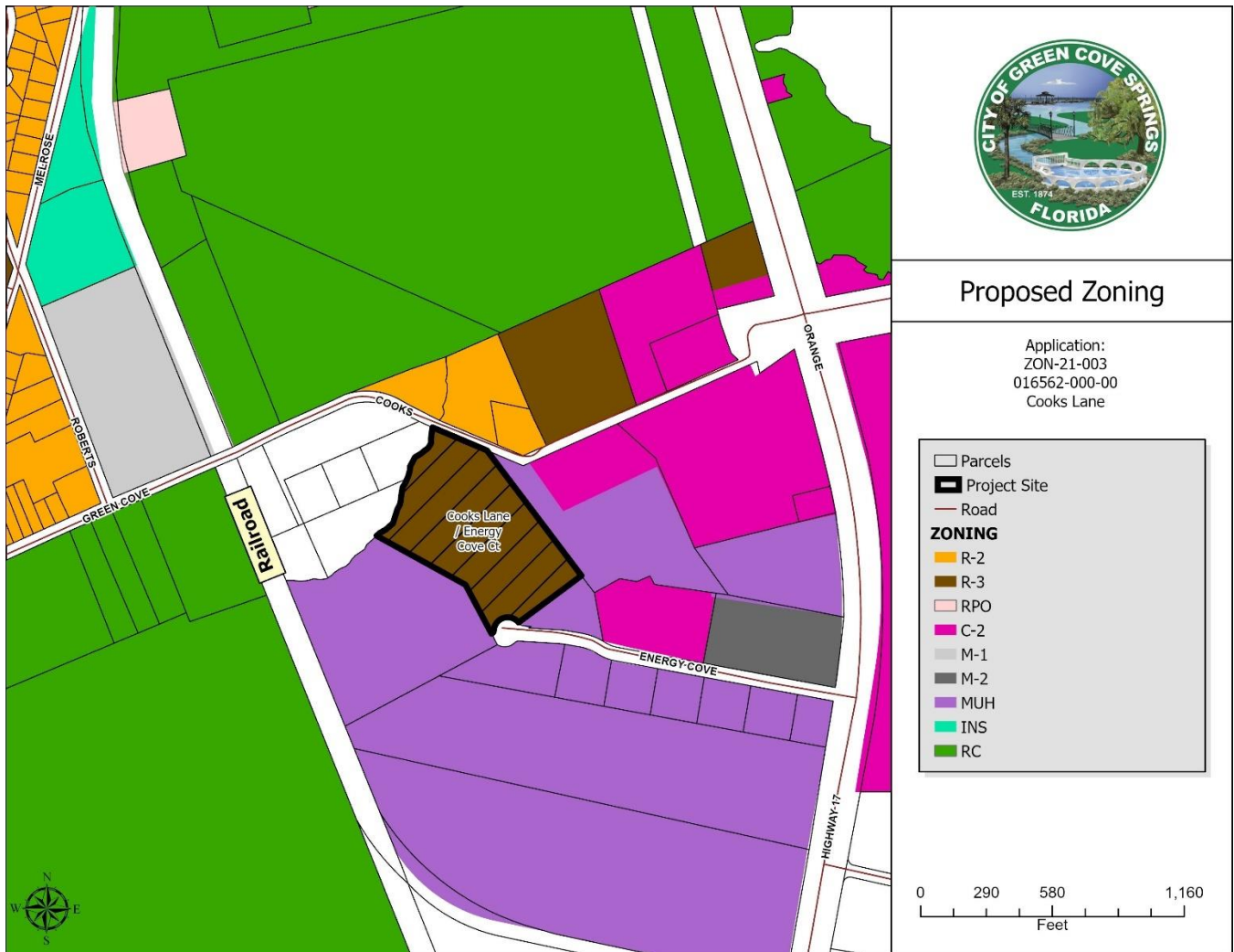


Figure 4. Existing Zoning





Figure 5. Proposed Zoning





## NEEDS ANALYSIS

Per Chapter 163.3177, Florida Statutes, need shall be based upon the amount of land designated for future uses and shall:

- 1) Provide a balance of uses that foster vibrant, viable communities and economic opportunities and address outdated development patterns, such as antiquated subdivisions; and,
- 2) Allow the operation of real estate markets to provide adequate choices for residents and business, with the amount of land designated for future use not limited solely by the projected population. The minimum amount of land use required to accommodate at least a 10-year planning period must be included in the comprehensive plan.

**Comment:** This request supports the growing demand for additional housing units, particularly in close proximity to commercial uses and will increase the variety of spaces available.

## URBAN SPRAWL ANALYSIS

Section 163.3177, Florida Statutes, requires that any amendment to the Future Land Use Element to discourage the proliferation of urban sprawl. Section 163.3177(6)(a)9.a., Florida Statutes, identifies 13 primary urban sprawl indicators and states that, “[t]he evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality...”

An evaluation of each primary indicator is provided below.

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

**Evaluation & Findings:** The proposed amendment will revise the FLUM designation from MUH to RHD. By revising the Future Land Use designation to RHD, this will allow for higher density of residential development. Currently, the City has over 20% of the City acreage guided for low density development but only .9% of land area for High Density Residential development. This request would allow for additional high density residential development that is compatible with surrounding uses.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

**Evaluation & Findings:** The project site is located within the urban core area of Green Cove Springs and adds to the existing development in the area which is suitable for developing thereby reducing development pressure in rural and unincorporated areas.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

**Evaluation & Findings:** The proposed RHD Future Land Use designation is compatible with the surrounding development.



(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

**Evaluation & Findings:** The site has a small portion of the property which is located within a floodplain which will have to be addressed pursuant to the City's Land Development Regulations as part of site development plan as well as meeting requirements for drainage and tree preservation. This property does not have environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

**Evaluation & Findings:** The project site is located within an urban area with surrounding commercial development. There are no adjacent agricultural areas and activities.

(VI) Fails to maximize use of existing public facilities and services.

**Evaluation & Findings:** With the project site being located within an area with existing development, the proposed development will utilize existing public facilities and services.

(VII) Fails to maximize use of future public facilities and services.

**Evaluation & Findings:** Any future improvements to the City's public facilities and services will be utilized by the project site.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

**Evaluation & Findings:** The project site is located within an existing commercial area with existing public facilities and services. The proposed development will utilize existing public facilities and services and will not increase the time, money, and energy for providing and maintaining these facilities.

(IX) Fails to provide a clear separation between rural and urban uses.

**Evaluation & Findings:** The site is located within an urban area and is not adjacent to any rural zoned properties.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

**Evaluation & Findings:** The proposed application will allow infill development.

(XI) Fails to encourage a functional mix of uses.

**Evaluation & Findings:** The project site is located within an existing commercial area and will allow for connectivity between residential and commercial uses on Cooks Lane.

(XII) Results in poor accessibility among linked or related land uses.

**Evaluation & Findings:** The project site shall provide accessibility to Cooks Lane with emergency access to Energy Cove Court.

(XIII) Results in the loss of significant amounts of functional open space.



**Evaluation & Findings:** This property was guided for commercial uses and open space shall be preserved pursuant to the Site Development Requirements in the Land Development Code.

In addition to the preceding urban sprawl indicators, Florida Statutes Section 163.3177 also establishes eight (8) “Urban Form” criteria. An amendment to the Future Land Use Map is presumed to not be considered urban sprawl if it meets four (4) of the (8) urban form criteria. These urban form criteria, and an evaluation of each as each may relate to this application, are provided below. The applicant has provided an analysis of the application’s consistency with Section 163.3177 within the application materials, and contends that the proposed amendment will not encourage urban sprawl by showing it meets four of the eight urban form criteria.

1. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

**Evaluation & Findings:** The project site is located within an existing commercial development where development will occur in developed areas as opposed to undeveloped areas. The proposed development directs the growth within the urban area.

2. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

**Evaluation & Findings:** This application, as well as the companion rezoning application, will result in a higher density residential development utilizing existing public infrastructure and existing services.

3. Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

**Evaluation & Findings:** This application and the companion rezoning application will allow for higher density residential development, allowing for more walkability between the residential development and commercial development at the Corner of Cooks Lane and US 17.

4. Promotes conservation of water and energy.

**Evaluation & Findings:** The project site is located within an urban area with surrounding commercial development. Development in core urban areas reduces the pressure to develop in areas further outside of the urban areas.

5. Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

**Evaluation & Findings:** The project site is located within an urban area with surrounding development. There are no adjacent agricultural areas and activities. Development in core urban areas reduces the pressure to develop in agricultural areas.

6. Preserves open space and natural lands and provides for public open space and recreation needs.

**Evaluation & Findings:** Open Space shall be provided for as part of the landscape and tree preservation requirements as set forth in the Land Development Regulations.

7. Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

**Evaluation & Findings:** The proposed site is located within close proximity to a variety of nonresidential uses. The proposed development will bring residential units into this mixed-use, urban area, providing a balance of land uses to the area.



8. Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

**Evaluation & Findings:** N/A

## CONSISTENCY WITH THE COMPREHENSIVE PLAN

The following Goals, Objectives, and Policies (GOPs) support the proposed amendment to the Future Land Use Map of the City of Green Cove Springs Comprehensive Plan:

### FUTURE LAND USE ELEMENT

**Goal 1:** To develop and maintain land use programs and activities to provide for the most appropriate use of the land and direct growth to suitable areas while protecting the public, health, safety and welfare.

**Policy 1.3.4:** To promote redevelopment, the City shall allow higher densities and structures up to five (5) stories high in appropriate areas.

### TRANSPORTATION ELEMENT

**Objective 2.8 Site Development Traffic Circulation:** The City shall require that all major developments and planned unit developments provide a circulation system which: provides adequate access to the major roadway network; provides for sound design of local and collector streets within such development....

### HOUSING ELEMENT

**Objective 3.1:** The City shall continue to assist the private sector in providing dwelling units of various types, sizes, and costs to meet the housing needs of the current and future residents and residents with special housing needs.

**Policy 3.1.1:** The City shall review, and revise if necessary, any ordinances, codes, regulations, and the permitting process to eliminate unnecessary requirements and requirements that may inhibit the provision of low and moderate income housing, and to streamline the development review process, while maintaining opportunity for public participation in the review process and insuring the health, welfare, and safety of the residents.

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

**Objective 4.6:** Future development shall be required to connect with central sewer and water systems and provide drainage facilities which maximize the use of existing facilities and discourage urban sprawl.

## PUBLIC FACILITIES IMPACT

### Traffic Impacts

| Land Use <sup>1</sup><br>(ITE)                            | Square Footage/Dwelling<br>Units | Daily |       | AM Peak |       | PM Peak |       |
|---|----------------------------------|-------|-------|---------|-------|---------|-------|
|   |                                  | Rate  | Trips | Rate    | Trips | Rate    | Trips |
| Maximum Development<br>Potential Based on<br>Existing FLU |                                  |       |       |         |       |         |       |



|                            |         |      |       |     |     |     |     |
|----------------------------|---------|------|-------|-----|-----|-----|-----|
| Light Industrial (ITE 210) | 240,000 | 6.97 | 1,675 | .92 | 221 | .97 | 233 |
|                            |         |      |       |     |     |     |     |

| Land Use <sup>1</sup>          | Units | Daily |       | AM Peak |       | PM Peak |       |
|--------------------------------|-------|-------|-------|---------|-------|---------|-------|
| (ITE)                          |       | Rate  | Trips | Rate    | Trips | Rate    | Trips |
| Proposed                       |       |       |       |         |       |         |       |
| Residential Condo/TH (ITE 230) | 112   | 6.65  | 732   | 0.62    | 68    | 0.62    | 68    |
|                                |       |       |       |         |       |         |       |

1. Source: Institute of Transportation Engineers: Trip Generation Manual 9<sup>th</sup> Edition

**Conclusion:** The proposed development of 12 dwelling units per acre on the ±9.4-acre site would require a traffic study to be reviewed at the time of submittal of the site development plan. Currently, there is an average of 144 peak hour trips along the roadway which is lower than the maximum allowable capacity for the roadway which is 1,161 peak hour trips. See attached excerpt of traffic analysis from the Ayshire project which shows the existing Level of Service for Green Cove Avenue.

#### Potable Water Impacts

| 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> | 43,725                |
| <b>Residual Capacity after Proposed Project</b>                   | <b>3,143,275</b>      |

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

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 112 dwelling units x 2.65 persons per du x 150 gal per person

#### Sanitary Sewer Impacts – South Plant WWTP

| System Category   | Gallons Per Day (GPD) |
|---|-----------------------|
| Current Permitted Capacity <sup>1</sup>                           | 350,000               |
| Current Loading <sup>1</sup>                                      | 267,000               |
| Committed Loading <sup>1</sup>                                    | 37,000                |
| Residual Capacity <sup>1</sup>                                    | 46,000                |
| Percentage of Permitted Design Capacity Utilized <sup>1</sup>     | 95%                   |
| Projected Potable Water Demand from Proposed Project <sup>2</sup> | 34,980                |
| <b>Residual Capacity after Proposed Project</b>                   | <b>11,120</b>         |

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

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 112 dwelling units x 2.65 persons per du x 120 gal per person

**Conclusion:** The project site is served by the South Plant Wastewater Treatment Plant (WWTP). As shown in the table above, when factoring in the current loading and the committed loading, this WWTP has the capacity to handle the estimated impacts resulting from the proposed application.

#### Solid Waste Impacts



| System Category  | LBs Per Day / Tons per Year |
|--|-----------------------------|
| Solid Waste Generated by Proposed Project <sup>1</sup> | 2,332 lbs. / 426 tons       |
| Solid Waste Facility Capacity <sup>2</sup>             | Minimum 3 Years Capacity    |

1. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (112 dwelling units x 2.65 persons per dwelling unit x 8 lbs. per day) x 365
2. Source: Clay County Comprehensive Plan

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

### ***Future Land Use and Zoning District Comparisons***

#### ***Existing Future Land Use***

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

#### ***Proposed Future Land Use***

High Density Residential (>8 to 12 dwelling units per acre). This category includes single-family, duplex and multi-family dwelling units. It also includes churches, nursing homes, convalescence facilities, foster homes, and group care homes.

#### ***Existing Zoning District***

The M-2 industrial district is intended to be for an industrial park. A variety of industrial and supported uses are allowed.

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.

#### ***Proposed Zoning District***

The residential high density, R-3 zoning category district is intended to provide for multiple-family housing areas with densities of eight to 12 dwelling units per acre. This district should be situated so that it is well served by public services and have direct access to collector street or major thoroughfares. Careful attention must be given to traffic generation from this district to minimize impact on single-family districts.

## **STAFF COMMENTS**

As shown in Table I-1, in the attached Data and Analysis for the City's Future Land Use Element, there is currently a very small percentage (.9%) of acreage in the City that is currently designated for High Density Residential uses compared to low density residential. Providing opportunities to develop High Density residential units is consistent with the City's policy to encourage a variety of housing types for our residents. At the same time, due to the existing industrial developments existing on Energy Cove Court, the proposed development of multifamily will need to be developed so as to avoid conflict with the existing industrial development. To that



end, as part of the site development plan, access to the site shall be limited to Cooks Lane, other than for emergency purposes so as not to co-mingle the residential and industrial traffic.

Staff recommends approval of the Future Land Amendment from Mixed Use Highway to Residential High Density based upon the Urban Sprawl Analysis and Compliance with the Comprehensive Plan and compatibility with the surrounding area.

Attachments include:

1. Conceptual Plan
2. Utility Easement
3. Property Survey
4. Ordinance O-15-2021
5. Ordinance O-16-2021
6. FLUM Application
7. Rezoning Application
8. 2045 Future Land Use Data and Analysis
9. Excerpted pages from the Ayrshire Traffic Study

### STAFF RECOMMENDATION

Staff recommends approval of the future land use amendment and rezoning.

#### **RECOMMENDED MOTIONS:**

##### **Future Land Use Amendment**

Motion to approve first reading of Ordinance O-15-2021 for form and legality only, to amend the Future Land Use of the property described therein from Mixed Use Highway to Residential High Density.

##### **Rezoning**

Motion to approve first reading of Ordinance O-16-2021 for form and legality only, to amend the Zoning of the property described therein from General Business C-2/ Industrial M-2 to Residential High Density, R-3.



**ORDINANCE NO. O-15-2021**

**AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA AMENDING THE FUTURE LAND USE MAP FOR ±9.4 ACRES OF PROPERTY LOCATED AT COOKS LANE, IDENTIFIED AS TAX ID NUMBER 016562-000-00, MORE PARTICULARLY DESCRIBED BY EXHIBIT "A", FROM MUH, MIXED USE HIGHWAY, TO RHD, RESIDENTIAL HIGH DENSITY; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, an application for a small-scale comprehensive plan amendment, as described below, to the Comprehensive Plan Future Land Use Map has been filed with the City; and

**WHEREAS**, a duly advertised public hearing was conducted on the proposed amendment on August 24, 2021 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA) and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and,

**WHEREAS**, the City Council considered the recommendations of the LPA at a duly advertised public hearing on September 7, 2021 and September 21, 2021 and provided for and received public participation; and,

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

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

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

**Section 1. Findings of Fact and Conclusions of Law.**

1. The above recitals are true and correct and incorporated herein by reference.
2. The proposed Future Land Use Map amendment is consistent with the Comprehensive Plan.



3. The amendment will not cause a reduction in the adopted level of service standards for transportation, potable water, sanitary sewer, solid waste, stormwater, recreation, or public schools.

**Section 2. Comprehensive Plan Future Land Use Map Amended.** The Comprehensive Plan Future Land Use Map is hereby amended from Mixed Use Highway to Residential High Density on Tax Parcel Number 38-06-26-016562-000-00 in accordance with the legal description found in Exhibit “A” and map found in Exhibit “B” attached hereto.

**Section 3. 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 4. Repealing Clause.** All ordinance or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

**Section 5. 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 6. 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 7<sup>th</sup> DAY OF SEPTEMBER 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

---

Edward R. Gaw, Mayor

ATTEST:

---

Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE  
CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 21<sup>st</sup> DAY OF SEPTEMBER 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

---

Edward R. Gaw, Mayor

ATTEST:

---

Erin West, City Clerk

APPROVED AS TO FORM:

---

L. J. Arnold, III, City Attorney



## EXHIBIT “A”

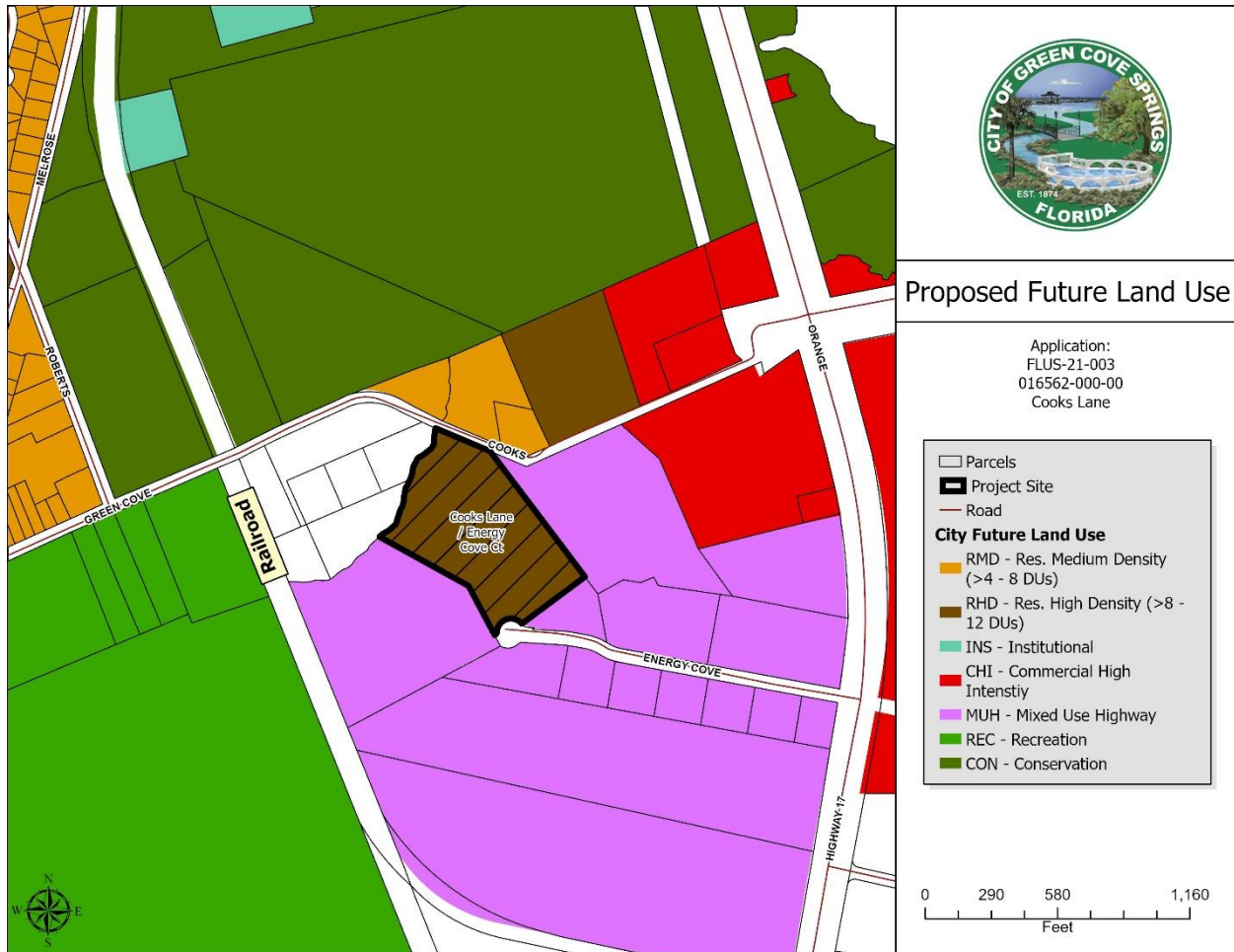
Tax Parcel Number 38-06-26-016562-000

### LEGAL DESCRIPTION

A parcel of land consisting of a portion of Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows: Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly extension thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet; thence North 28 degrees 08 minutes 50 seconds West, 321.70 feet to the point of beginning; thence South 28 degrees 08 minutes 50 seconds East, 267.48 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, an arc distance of 18.81 feet, said arc being subtended by a chord bearing and distance of North 32 degrees 39 minutes 00 seconds East, 18.01 feet; thence easterly, along the arc of a curve concave southerly and having a radius of 61.50 feet, an arc distance of 152.93 feet, said arc being subtended by a chord bearing and distance of North 74 degrees 45 minutes 35 seconds East, 116.46 feet; thence southeasterly, along the arc of a curve concave northeasterly and having a radius of 25.00 feet, an arc distance of 22.89 feet, said arc being subtended by a chord bearing and distance of South 60 degrees 13 minutes 41 seconds East, 22.10 feet; thence South 86 degrees 27 minutes 15 seconds East, 34.78 feet to the northwesterly line of those lands described in Official Records Book 3015, page 1253 of said public records; thence on said northwesterly line, North 61 degrees 51 minutes 10 seconds East, 328.23 feet; thence North 37 degrees 05 minutes 14 seconds West, 681.80 feet to the southwesterly line of Cooks Lane as per survey by Eiland & Associates for Alternate Energy Technologies, dated December 31, 2009; thence northwesterly, along said southwesterly line and along the arc of a curve concave northeasterly and having a radius of 210.00 feet, an arc distance of 29.21 feet, said arc being subtended by a chord bearing and distance of North 71 degrees 47 minutes 46 seconds West, 29.19 feet; thence continue along said southwesterly line, North 67 degrees 48 minutes 41 seconds West, 355 feet, more or less, to the centerline of Coventry Branch; thence southwesterly, along said centerline, 494 feet, more or less, to a point that bears North 61 degrees 09 minutes 18 seconds West, 407 feet, more or less, from the point of beginning; thence South 61 degrees 09 minutes 18 seconds East, 407 feet, more or less, to the point of beginning; being 9.4 acres, more or less, in area.



## EXHIBIT “B”





MAP OF

A parcel of land consisting of a portion of Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly extension thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet; thence North 28 degrees 08 minutes 50 seconds West, 321.70 feet to the point of beginning; thence South 28 degrees 08 minutes 50 seconds East, 267.48 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, an arc distance of 18.81 feet, said arc being subtended by a chord bearing and distance of North 32 degrees 39 minutes 00 seconds East, 18.01 feet; thence easterly, along the arc of a curve concave southerly and having a radius of 61.50 feet, an arc distance of 152.93 feet, said arc being subtended by a chord bearing and distance of North 74 degrees 45 minutes 35 seconds East, 116.46 feet; thence southeasterly, along the arc of a curve concave northeasterly and having a radius of 25.00 feet, an arc distance of 22.89 feet, said arc being subtended by a chord bearing and distance of South 60 degrees 13 minutes 41 seconds East, 22.10 feet; thence South 86 degrees 27 minutes 15 seconds East, 34.78 feet to the northwesterly line of those lands described in Official Records Book 3015, page 1253 of said public records; thence on said northwesterly line, North 61 degrees 51 minutes 10 seconds East, 328.23 feet; thence North 37 degrees 05 minutes 14 seconds West, 681.80 feet to the southwesterly line of Cooks Lane as per survey by Eiland & Associates for Alternate Energy Technologies, dated December 31, 2009; thence northwesterly, along said southwesterly line and along the arc of a curve concave northwesterly and having a radius of 210.00 feet, an arc distance of 29.21 feet, said arc being subtended by a chord bearing and distance of North 71 degrees 47 minutes 46 seconds West, 29.19 feet; thence continue along said southwesterly line, North 67 degrees 48 minutes 41 seconds West, 355 feet, more or less, to the centerline of Coventry Branch; thence southwesterly, along said centerline, 494 feet, more or less, to a point that bears North 61 degrees 09 minutes 18 seconds West, 407 feet, more or less, from the point of beginning; thence South 61 degrees 09 minutes 18 seconds East, 407 feet, more or less, to the point of beginning; being 9.4 acres, more or less, in area.

For: B&B Joint Venture

Scale 1" = 80'

November 1, 2010

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L5         | S16°23'19"E | 24.57  |
| L6         | S44°46'56"E | 29.87  |
| L7         | S21°46'12"E | 45.42  |
| L8         | S50°52'06"E | 42.81  |
| L9         | S44°44'19"E | 27.39  |
| L10        | S07°13'24"E | 25.89  |
| L11        | S45°53'42"E | 39.98  |
| L12        | S17°22'18"E | 32.11  |
| L13        | S53°15'45"E | 29.17  |
| L14        | S54°58'09"E | 40.53  |
| L15        | S42°54'06"E | 37.17  |
| L16        | S30°39'14"E | 33.09  |
| L17        | S29°33'40"E | 42.78  |
| L18        | S41°45'11"E | 33.92  |
| L19        | S48°46'57"E | 40.39  |
| L20        | S38°21'06"E | 40.12  |
| L21        | S20°43'27"E | 51.35  |
| L51        | N20°56'23"W | 100.03 |
| L52        | N24°15'19"W | 102.38 |
| L53        | N25°17'09"W | 102.88 |
| L54        | N17°11'18"W | 98.25  |
| L55        | N24°28'42"W | 102.80 |
| L56        | N2°21'04"W  | 63.97  |
| L58        | N33°18'55"W | 40.29  |
| L59        | N44°27'11"E | 33.70  |
| L60        | S66°15'22"E | 44.46  |
| L61        | S78°21'59"E | 36.62  |
| L62        | N53°56'27"E | 42.97  |
| L63        | N72°27'01"E | 49.08  |
| L64        | S50°48'10"E | 41.38  |
| L65        | N53°27'26"E | 40.76  |
| L66        | N36°12'12"E | 68.04  |
| L67        | N32°47'55"E | 70.20  |
| L68        | N37°15'22"E | 43.17  |
| L69        | N66°51'03"E | 47.47  |
| L70        | N63°28'22"E | 65.69  |
| L71        | N10°27'49"W | 48.69  |
| L72        | N26°34'02"E | 76.37  |
| L73        | N28°41'46"E | 58.61  |
| L74        | N12°02'32"E | 42.73  |
| L75        | N31°00'01"E | 67.87  |
| L76        | N35°10'14"E | 42.91  |
| L77        | N09°44'59"E | 34.68  |
| L78        | N13°12'25"E | 61.75  |
| L79        | N41°04'26"E | 65.95  |
| L80        | N63°28'22"E | 65.26  |
| L81        | N66°51'03"E | 41.60  |
| L82        | N37°15'22"E | 35.60  |
| L83        | N32°47'55"E | 69.97  |
| L84        | N36°12'12"E | 72.57  |
| L85        | N53°27'26"E | 64.00  |
| L86        | S50°48'10"E | 47.32  |
| L87        | N72°27'01"E | 31.51  |
| L88        | N53°56'27"E | 49.94  |
| L89        | S78°22'14"E | 50.33  |
| L90        | N46°10'02"E | 13.96  |
| L91        | N22°19'04"W | 59.91  |
| L92        | N24°28'42"W | 103.93 |
| L93        | N17°11'18"W | 98.07  |
| L94        | N25°17'09"W | 101.34 |
| L95        | N24°15'19"W | 103.33 |
| L96        | N20°56'23"W | 97.60  |

GENERAL NOTES

1. Bearings shown hereon are based on the record bearing of S 23°22'55" E for the easterly line of the CSX Transportation Railroad.
2. This map was based on documents provided and was not abstracted for easements, covenants or restrictions, title, overlaps, or other matters of record, or matters unrecorded by this surveyor.
3. Underground utilities serving or crossing this property have not been located or shown.
4. Easements shown hereon are for drainage and utilities unless noted otherwise.
5. This map was prepared for descriptive purposes only and does not represent an actual survey.

FF No. 38:113-A3 Field Book Tds

JB 802-B

ABBREVIATIONS  
AC Air Conditioner  
BRL Building Restriction Line  
ET Electric Transformer  
FM Field Measurements  
IP Iron Pipe

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

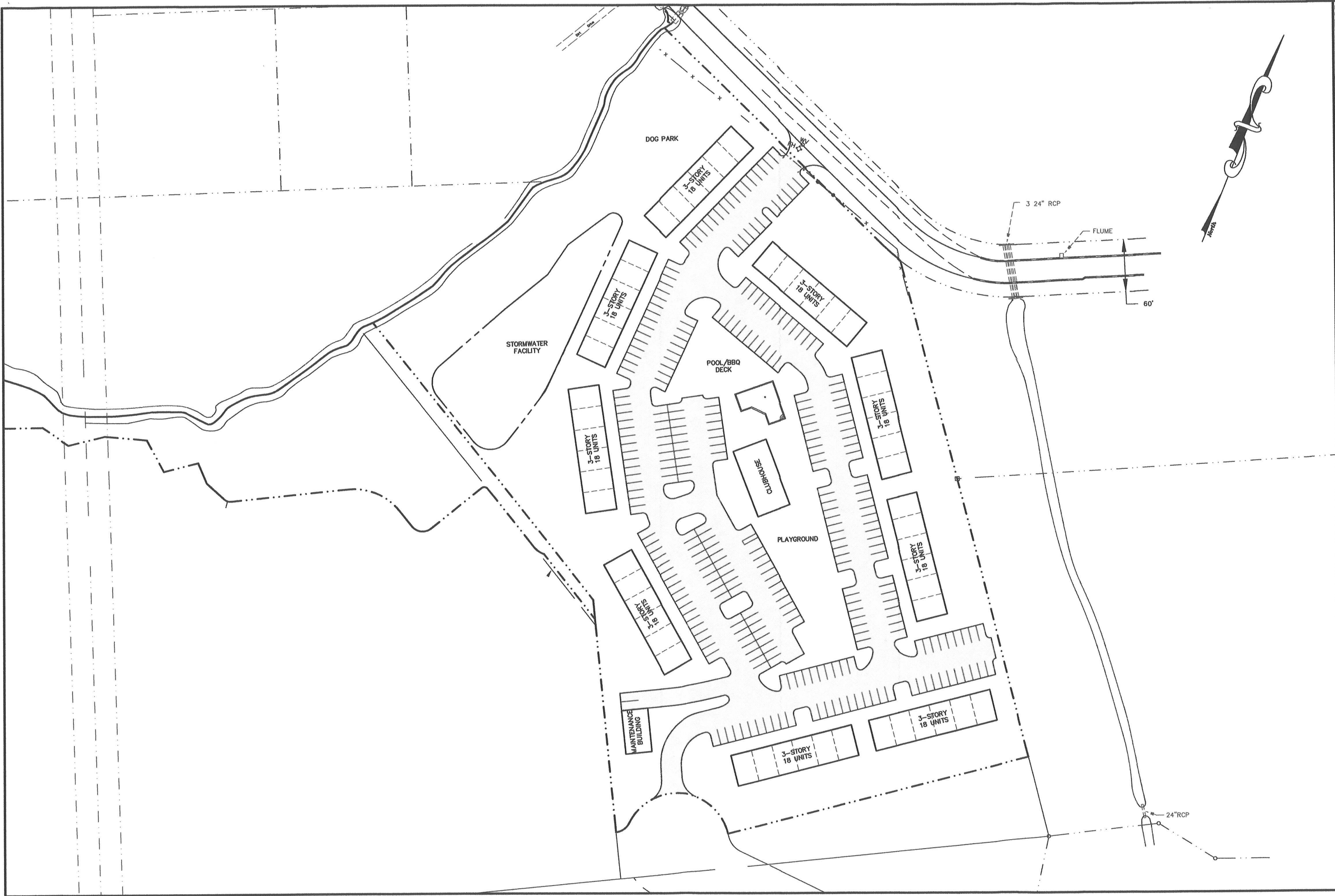
Harold T. Eiland  
License No. LS 2518

Eiland & Associates, Inc.  
Professional Surveyors & Mappers  
Certificate of Authorization No. LB 1381  
615 Blanding Boulevard  
Orange Park, Florida 32065  
Telephone 904-272-1000

LEGEND

- Found 4"x4" Concrete Monument
- Found 1/2" I.P., as noted
- Set 1/2" Iron Pipe (LB 1381)
- Fence
- Powerline/Pole and Anchor
- Telephone Line
- Cable T/V Line
- Concrete Air Conditioner Pad
- Concrete Elec. Transformer Pad





|                  |  |                  |  |                |  |   |  |  |  |   |  |
|------------------|--|------------------|--|----------------|--|---|--|--|--|---|--|
| JOB NO. : 21-010 |  | DATE: 07/01/2021 |  | DRAWN BY : CdG |  | CHECKED BY : CdG  |  | APPROVED BY : CdG  |  | SCALE : 1"=40'  |  |
| SHEET            |  | 4                |  | Page 211       |  | <b>MULTI-FAMILY DEVELOPMENT</b><br>ENERGY COVE COURT<br>CYOR STUDIO'S, INC. |  | <b>Black Creek Engineering, Inc.</b><br>1735 HAGANS RIDGE COURT 32043<br>GREEN SPRING, FL 32043<br>PHONE (904) 759-8830<br>AUTHORIZATION NO. 27545 |  | NO. _____<br>REVISIONS _____<br>BY _____ DATE _____<br>COLIN D. GROFF, P.E.<br>REG. NO. _____<br>Item #8. |  |





Harold T. Eiland  
President

Eric V. Eiland  
V. President

## Eiland & Associates, Inc.

615 Blanding Blvd. Orange Park, Florida 32073  
Phone (904) 272-1000 Fax 272-5443

December 8, 2011

### Legal description for B&B GCS Joint Venture

#### Easement "A"

An easement for utilities covering a parcel of land situated in Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly projection thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet to a southwesterly line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said public records; thence on said west line, North 28 degrees 08 minutes 50 seconds West, 54.22 feet to the point of beginning; thence continue North 28 degrees 08 minutes 50 seconds West, 6.40 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 30.00 feet, and arc distance of 11.13 feet, said arc being subtended by a chord bearing and distance of North 14 degrees 36 minutes 38 seconds East, 11.07 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 71.5 feet, an arc distance of 173.93 feet to the northwesterly line of those lands described in Official Records Book 3293, page 222 of said public records, said arc being subtended by a chord bearing and distance of North 73 degrees 40 minutes 17 seconds East, 134.11 feet; thence on said northwesterly line, South 53 degrees 21 minutes 48 seconds West, 10.00 feet to the northeasterly line of said Energy Cove Court; thence southwesterly, along said northerly line, and along the arc of a curve concave southeasterly, an arc distance of 150.10 feet, said arc being subtended by a chord bearing and distance of South 73 degrees 26 minutes 28 seconds West, 115.52 feet; thence southwesterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, an arc distance of 18.18 feet to the



point of beginning, said arc being subtended by a chord bearing and distance of South 32 degrees 39 minutes 00 seconds West, 18.01 feet.





21DEC11 9:46AM

Item #8.

Harold T. Eiland  
President

Eric V. Eiland  
V. President

## Eiland & Associates, Inc.

615 Blanding Blvd. Orange Park, Florida 32073  
Phone (904) 272-1000 Fax 272-5443

December 8, 2011

### Legal description for B&B GCS Joint Venture

#### Easement "B"

An easement for utilities covering a parcel of land situated in Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly projection thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet to a southwesterly line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said public records; thence on said west line, North 28 degrees 08 minutes 50 seconds West, 39.63 feet to the point of beginning; thence South 62 degrees 04 minutes 41 seconds West, 82.86 feet; thence North 72 degrees 11 minutes 03 seconds West, 69.88 feet; thence North 25 degrees 06 minutes 28 seconds West, 209.38 feet; thence South 29 degrees 51 minutes 02 seconds West, 8.09 feet; thence North 60 degrees 08 minutes 58 seconds West, 15.00 feet; thence North 29 degrees 51 minutes 02 seconds East, 120.97 feet to the northeasterly line of those lands described in Official Records Book 3271, page 163 of said public records; thence on said northeasterly line, South 61 degrees 09 minutes 18 seconds East, 15.00 feet; thence South 29 degrees 51 minutes 02 seconds West, 94.82 feet; thence South 25 degrees 06 minutes 28 seconds East, 213.37 feet; thence South 72 degrees 11 minutes 03 seconds East, 57.02 feet; thence North 62 degrees 04 minutes 41 seconds East, 58.46 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 30.00 feet, an arc distance of 19.29 feet to said southwesterly line of Energy Cove Court, said arc being subtended by a chord bearing and distance of North 43 degrees 39 minutes 32 seconds East, 18.96 feet; thence on said southwesterly line, South 28 degrees 08 minutes 50 seconds East, 20.99 feet to the point of beginning.



RECEIVED  
DEC 11 2011

Item #8.

Harold T. Eiland  
PresidentEric V. Eiland  
V. President

## Eiland & Associates, Inc.

615 Blanding Blvd. Orange Park, Florida 32073  
Phone (904) 272-1000 Fax 272-5443

December 8, 2011

### Legal description for B&B GCS Joint Venture

#### Easement "C"

An easement for utilities covering a parcel of land situated in Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

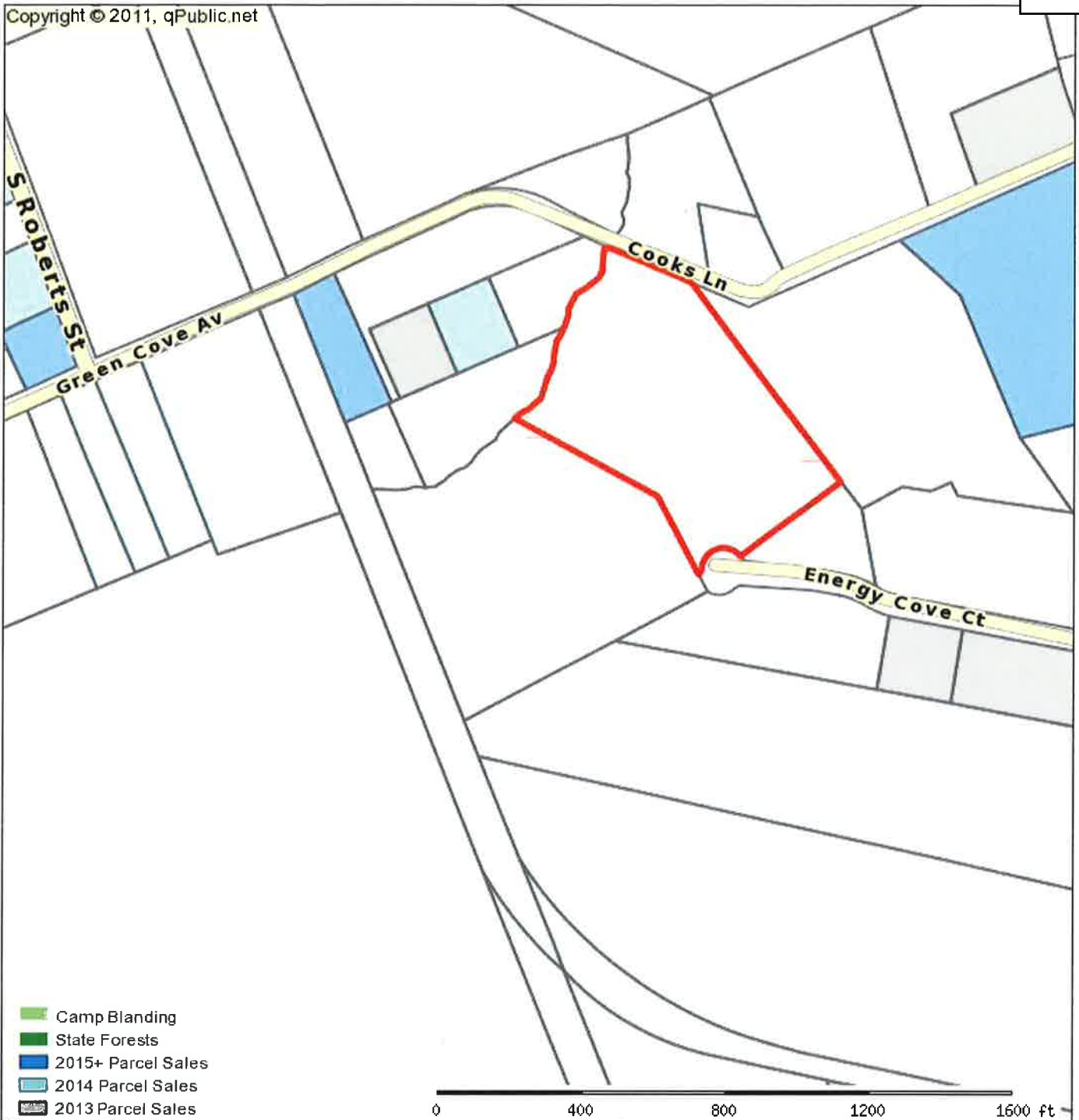
Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly projection thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet to a southwesterly line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said public records; thence on said west line, North 28 degrees 08 minutes 50 seconds West, 39.63 feet; thence South 62 degrees 04 minutes 41 seconds West, 82.86 feet; thence North 72 degrees 11 minutes 03 seconds West, 69.88 feet; thence North 25 degrees 06 minutes 28 seconds West, 209.38 feet; thence South 29 degrees 51 minutes 02 seconds West, 8.09 feet; thence North 60 degrees 08 minutes 58 seconds West, 15.00 feet; thence North 29 degrees 51 minutes 02 seconds East, 120.97 feet to the northeasterly line of those lands described in Official Records Book 3271, page 163 of said public records and the point of beginning; thence continue North 29 degrees 51 minutes 02 seconds East, 199.72 feet; thence North 57 degrees 51 minutes 10 seconds East, 254.30 feet; thence North 37 degrees 05 minutes 14 seconds West, 222.09 feet to the southwesterly line of Cooks Lane as survey prepared by Eiland & Associates, dated December 31, 2009; thence on said southwesterly line, South 67 degrees 48 minutes 41 seconds East, 26.19 feet; thence continue on said southwesterly line, and along the arc of a curve concave northeasterly and having a radius of 210.00 feet, an arc distance of 29.21 feet to the northeasterly line of those lands described in Official Records Book 3237, page 224 of said public records, said arc being subtended by a chord bearing and distance of South 71 degrees 47 minutes 46 seconds East, 29.18



feet; thence on said northeasterly line, South 37 degrees 05 minutes 14 seconds East, 203.73 feet; thence South 52 degrees 54 minutes 46 seconds West, 30.00 feet; thence North 37 degrees 05 minutes 14 seconds West, 13.10 feet; thence South 57 degrees 51 minutes 10 seconds West, 251.86 feet; thence South 29 degrees 51 minutes 02 seconds West, 195.72 feet to said northeasterly line of lands described in Official Records Book 3271, page 163; thence on said northeasterly line, North 61 degrees 09 minutes 18 seconds West, 15.00 feet to the point of beginning.



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- Camp Blanding
- State Forests
- 2015+ Parcel Sales
- 2014 Parcel Sales
- 2013 Parcel Sales

0 400 800 1200 1600 ft

## Clay County Appraiser

Parcel: 38-06-26-016562-000-00 Acres: 8.707

|       |                                      |                 |         |
|-------|--------------------------------------|-----------------|---------|
| Name: | B&B GCS JOINT VENTURE                | Land Value:     | 0       |
| Site: | COOKS LN                             | Building Value: | 0       |
| Sale: | \$250,000 on 08-2010 Reason=Y Qual=U | Misc Value:     | 0       |
| Mail: | C/O BILLY WAGER                      | Just Value:     | 217,675 |
|       | 3838 RON RD                          | Assessed Value  | 1,436   |
|       | GREEN COVE SPRINGS, FL 32043         | Exempt Value    | 0       |
|       |                                      | Taxable Value   | 1,436   |



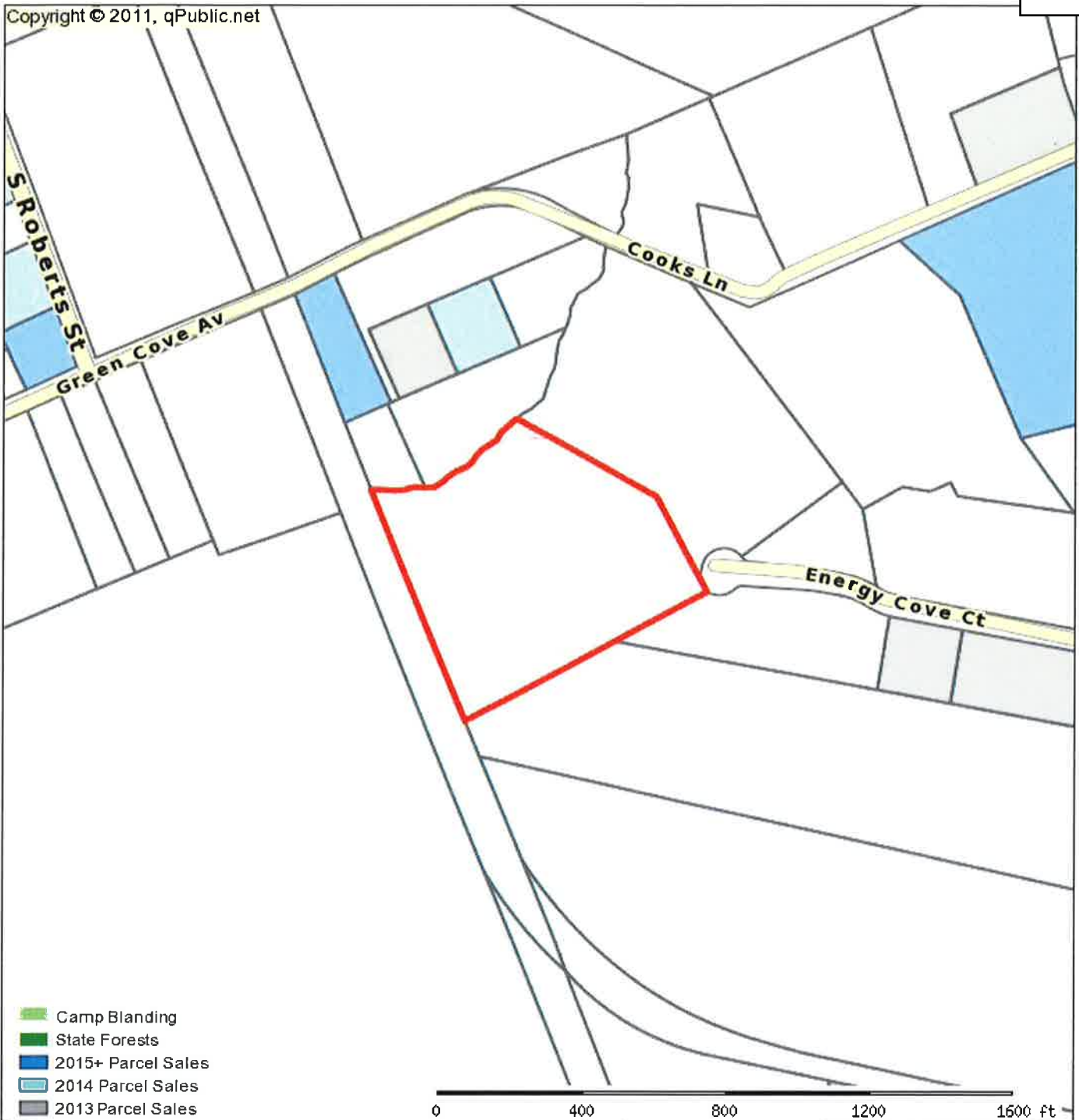
The Clay County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY. NEITHER CLAY COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 01/26/16 14:51:26

Billy Byrom



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- Camp Blanding
- State Forests
- 2015+ Parcel Sales
- 2014 Parcel Sales
- 2013 Parcel Sales

0 400 800 1200 1600 ft

## Clay County Appraiser

Parcel: 38-06-26-016562-001-00 Acres: 9.2

|       |                                      |                 |           |
|-------|--------------------------------------|-----------------|-----------|
| Name: | ALTERNATE ENERGY TECHNOLOGIES        | Land Value:     | 230,000   |
| Site: | 1345 ENERGY COVE CT                  | Building Value: | 1,692,747 |
| Sale: | \$320,000 on 05-2010 Reason=Y Qual=Q | Misc Value:     | 246,097   |
| Mail: | LLC                                  | Just Value:     | 2,168,844 |
|       | 1345 ENERGY COVE CT                  | Assessed Value  | 2,168,844 |
|       | GREEN COVE SPRINGS, FL 320434307     | Exempt Value    | 0         |
|       |                                      | Taxable Value   | 2,168,844 |



The Clay County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CLAY COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

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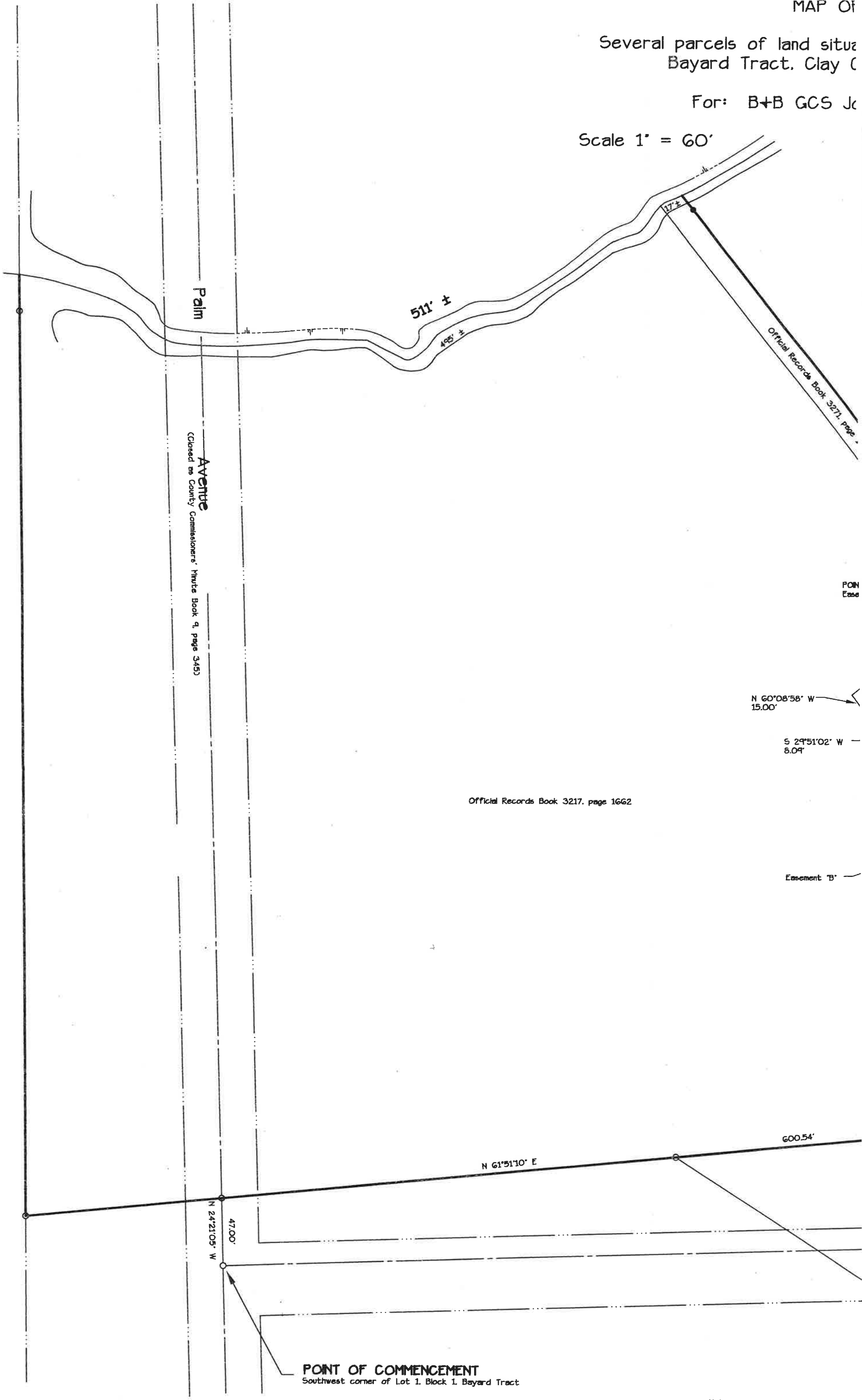


Several parcels of land situated on  
Bayard Tract, Clay County, Missouri

For: B+B GCS, Jr.

Scale 1" = 60'

CSX  
Transportation  
Railroad



POINT OF COMMENCEMENT  
Southwest corner of Lot 1, Block 1, Bayard Tract

Note:  
This map was prepared for descriptive  
only and does not represent an actual



December 8, 2011

Official Records Book 3237, page 224

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L10        | 53°21'48"W  | 10.00  |
| L11        | 528°08'50"E | 14.59  |
| L12        | 567°48'41"E | 26.19  |

Official Records Book 3237, page 224

| CURVE TABLE |        |        |               |        |            |
|-------------|--------|--------|---------------|--------|------------|
| CURVE       | LENGTH | RADIUS | BEARING       | CHORD  | DELTA      |
| C15         | 19.24  | 30.00  | N 43°34'32" E | 18.46  | 36°50'17"  |
| C16         | 11.13  | 30.00  | N 43°36'36" E | 11.07  | 21°15'33"  |
| C17         | 173.93 | 71.50  | N 73°40'17" E | 134.11 | 139°22'31" |
| C18         | 150.10 | 61.50  | S 73°26'28" W | 115.52 | 139°50'25" |
| C19         | 18.81  | 18.50  | S 32°34'00" W | 18.01  | 55°15'29"  |
| C20         | 29.21  | 210.00 | S 71°47'46" E | 29.19  | 78°58'04"  |

Official Records Book 3293. page 222

Not valid without the signature and  
the original raised seal of a Florida  
licensed surveyor and mapper.

Harold T. Elland  
License No. LS 2518

Elland & Associates, Inc.  
Professional Surveyors & Mapper  
Certificate of Authorization No. LB 1  
615 Blanding Boulevard  
Orange Park, Florida 32065  
Telephone 904-272-1000



**FOR OFFICE USE ONLY**

Item #8.

P Z File # \_\_\_\_\_

Application Fee: \_\_\_\_\_

Filing Date: \_\_\_\_\_ Acceptance Date: \_\_\_\_\_

Review Date: SRDT \_\_\_\_\_ P &amp; Z \_\_\_\_\_ CC \_\_\_\_\_

## Small Scale Future Land Use Map Amendment Application

**A. PROJECT**

1. Project Name: Proposed Multi-Family Development
2. Address of Subject Property: 1300 Energy Cove Court
3. Parcel ID Number(s): 38-06-26-016562-000-00
4. Existing Use of Property: Vacant
5. Future Land Use Map Designation: MUH
6. Existing Zoning Designation: MUH C-2/M-2 - Mixed Use Highway
7. Proposed Future Land Use Map Designation: RHD
8. Acreage ( must be 10 acres or less): 8.71

**B. APPLICANT**

1. Applicant's Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s) or Contact Person(s): Colin Groff Title: P.E.  
Company (if applicable): Black Creek Engineering, Inc.  
Mailing address: 3900 Paso Fino Road  
City: Green Cove Springs State: Florida ZIP: 32043  
Telephone: ( ) 904 759-8930 FAX: ( ) \_\_\_\_\_ e-mail: cdgroff@bellsouth.net
3. If the applicant is agent for the property owner\*  
Name of Owner (title holder): B&B GCS Joint Venture, C/O John R Smith Jr  
Mailing address: 1 Independent Drive  
City: Jacksonville State: FL ZIP: 32202  
Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ e-mail: jsmith@smithhulsey.com

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

**C. ADDITIONAL INFORMATION**

1. Is there any additional contact for sale of, or options to purchase, the subject property?  
☒ Yes ☐ No If yes, list names of all parties involved: CYOR Studios Inc., See attach contract  
If yes, is the contract/option contingent or absolute?  
☒ Contingent ☐ Absolute



**D. ATTACHMENTS**

1. Statement of proposed change, including a map showing the proposed Future Land Use Map change and Future Land Use Map designations on surrounding properties
2. A map showing the zoning designations on surrounding properties
3. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
4. Plat of the property (Maybe obtained from the Clay County Property Appraiser.)
5. Legal description with tax parcel number.
6. Boundary survey
7. Warranty Deed or the other proof of ownership
8. Fee.
  - a. \$750
  - 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 8 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

Colin D. Groff, P.E.

Typed or printed name and title of applicant

7/12/2021

Date

Signature of Co-applicant

Typed or printed name of co-applicant

Date

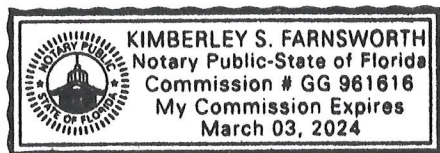
State of Florida County of Clay

The foregoing application is acknowledged before me this 15 day of July, 2021, by Colin

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

NOTARY SEAL

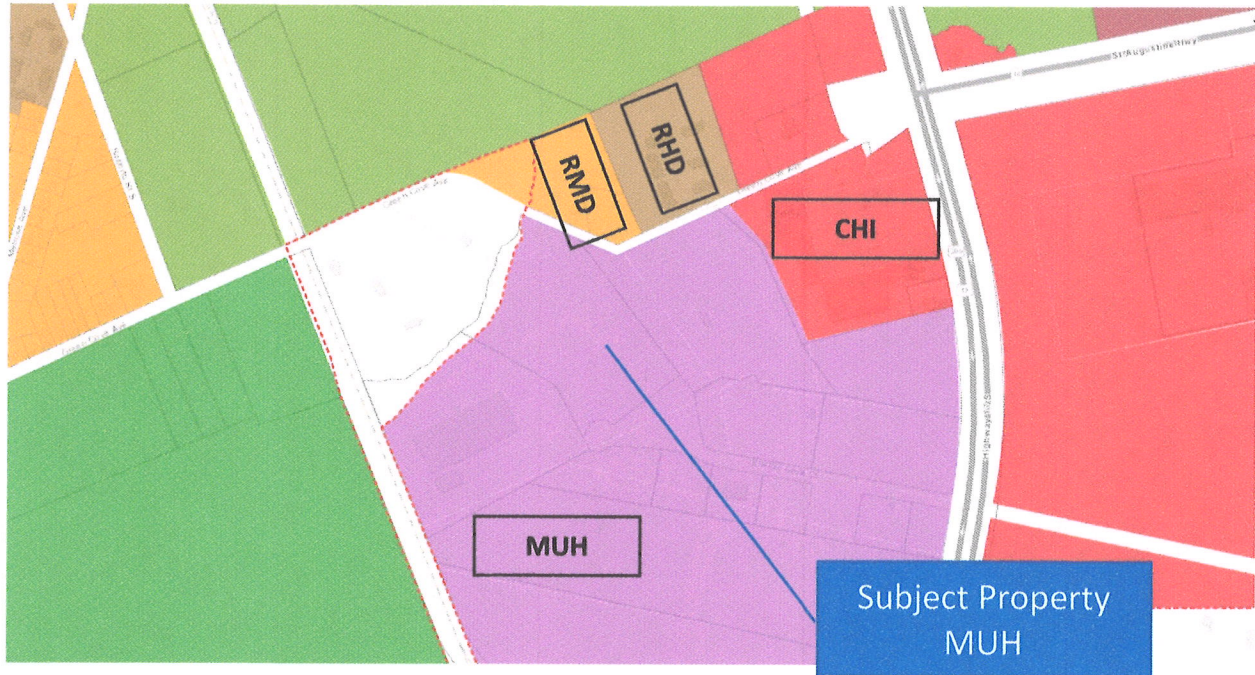
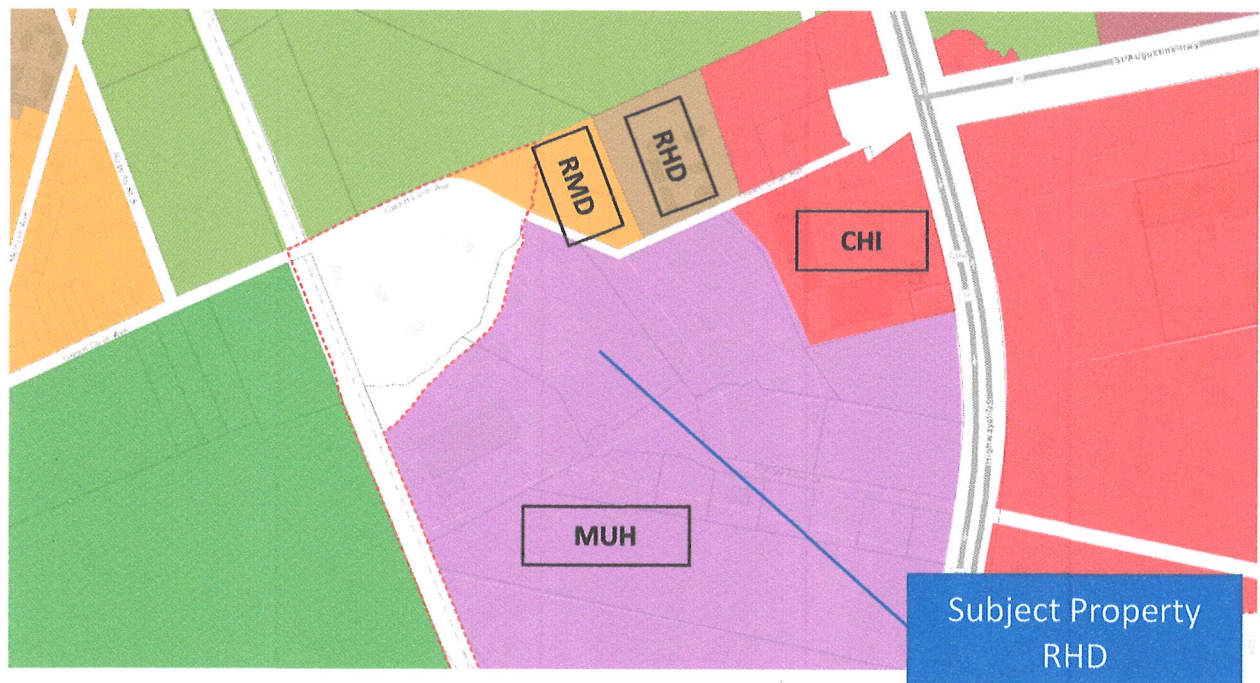
Signature of Notary Public, State of Florida





**Statement of Proposed Land Use Change:**

Parcel #38-06-26-016562-000-00 located at 1300 Energy Cove Court has a current FLU designation as MUH with a zoning designation of MUH. The applicant is proposing a change of land use to RHD to allow a multi-family development to be constructed that would be compatible with the Mixed Use land use on south, east, and west of the site and RMD/RHD north of the site.

**Current Land Use Map:****Proposed Land Use Map:**

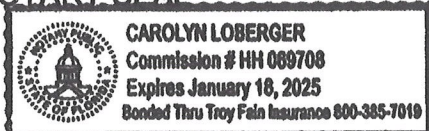


**PROPERTY OWNER AFFIDAVIT**Owner Name: **B&B GCS Joint Venture, C/O John R Smith Jr**Address: **1 Independent Drive** Phone:Agent Name: **Colin D. Groff, P.E.**Address: **3900 Paso Fino Road, Green Cove Springs, FL 32043** Phone: **904 759-8930**Parcel No.: **38-06-26-016562-000-00**Requested Action: **Colin D. Groff, P.E., Black Creek Engineering, Inc. will act as the owners agent for the above listed parcel for work associated with the purchase and sale agreement with CYOR Studios, Inc.****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: *John R. Smith Jr*Printed name: *John R. Smith Jr.*Date: *7/15/21*The foregoing affidavit is acknowledged before me this *15<sup>th</sup>* day of*July*, 20*21*, by *John R. Smith, Jr.*, who is/are*personally known to me*, or who has/have produced \_\_\_\_\_

as identification.

**NOTARY SEAL***Carolyn Loberger*  
Signature of Notary Public, State of *Florida*





**VACANT LAND  
PURCHASE AND SALE AGREEMENT  
COPYRIGHTED BY AND SUGGESTED FOR USE BY THE MEMBERS OF  
THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.**



1 CYOR Studios Inc.

2 \_\_\_\_\_ ("BUYER/PURCHASER") name(s) as reflected on government-  
3 issued photo ID and **marital status** if individual(s)) and B&B GCS Joint Venture

4 \_\_\_\_\_ ("SELLER"),  
5 (name(s) as reflected on deed or government-issued photo ID and **marital status** if individual(s)), which terms  
6 may be singular or plural and include the successors, personal representatives and assigns of BUYER and  
7 SELLER, hereby agree that SELLER will sell and BUYER will buy the following described property with all  
8 improvements ("the Property"), upon the following terms and conditions and as completed or marked. In any  
9 conflict of terms or conditions, that which is added will supersede that which is printed or marked.

10 **PROPERTY DESCRIPTION:**

11 (a) Street address, city, zip code: Cooks Lane

12 (b) The Property is located in Clay County, Florida. Property Tax ID No: 38-06-26-016562-000-00

13 (c) Legal description of the Real Property (if lengthy, see attached legal description): \_\_\_\_\_

14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 The Property will be conveyed by statutory general warranty deed, trustee's, personal representative's or  
17 guardian's deed as appropriate to the status of SELLER (unless otherwise required herein), subject to current  
18 taxes, existing zoning, recorded restrictive covenants governing the Property, and easements of record which do  
19 not adversely affect marketable title. **Under Florida law financing of the BUYER's principal residence**  
20 **requires BUYER and BUYER's spouse to sign the mortgage(s). Under Florida law the sale of a principal**  
21 **residence requires SELLER's spouse to sign the deed even if the spouse's name is not on SELLER's**  
22 **present deed.**

23 1. PURCHASE PRICE to be paid by BUYER is payable as follows:

24 (A) Binder deposit ☐ is paid herewith, or, ☒ is due within 3 days after  
25 date of acceptance which will remain a binder until closing  
26 unless sooner disbursed according to the provisions of this Agreement.  
27 If neither box is marked, binder deposit is to be paid herewith. \$ 10000.00

28 (B) Additional binder deposit due on or before \_\_\_\_\_ or  
29 90 days after date of acceptance of this Agreement \$ 10000.00

30 (C) Proceeds of a note and mortgage to be executed by BUYER to any  
31 lender other than SELLER (base loan amount excluding financed closing  
32 costs) \$ \_\_\_\_\_

33 (D) Seller financing by note and mortgage executed by BUYER to SELLER  
34 (Requires use of Seller Financing Addendum) \$ \_\_\_\_\_

35 (E) Balance due at closing (not including BUYER's closing costs, prepaid  
36 items or prorations) by wire transfer or, if allowed by settlement agent,  
37 by cashier's or official check drawn on a United States banking institution \$ \_\_\_\_\_  
38

39 (F) **PURCHASE PRICE** \$ 799000.00

40 (G) ☐ **Purchase Price Based on Units** (Complete only if Purchase Price will be based on a per unit price  
41 instead of a fixed sales price). The unit used to determine the Purchase Price is  
42 ☐ Acre  
43 ☐ Square foot  
44 ☐ Other (specify \_\_\_\_\_) prorating  
45 areas of less than a full unit. The Purchase Price will be \$ \_\_\_\_\_ per unit and  
46 adjusted at closing based on a calculation of the units of the Property as certified to BUYER and  
47 SELLER by a Florida-licensed surveyor in accordance with Paragraph 5 of this Agreement. The  
48 following rights of way and other areas within the Property will be excluded from the calculation of  
49 units: \_\_\_\_\_  
50 \_\_\_\_\_  
51 \_\_\_\_\_  
52 \_\_\_\_\_  
53 \_\_\_\_\_  
54 \_\_\_\_\_



**Binder deposit to be held by:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Note: In the event of a dispute between BUYER and SELLER regarding entitlement to the binder deposit(s) held by an attorney or title insurance agency, Broker's resolution remedies referenced in paragraph 12(A) hereof are not available.**

**2. FINANCING INFORMATION:** BUYER intends to finance this transaction as follows:

- ☒ cash  
☐ loan without financing contingency  
☐ loan as marked below with financing contingency. Loan Approval ☐ is ☐ is not conditioned upon the closing of the sale of other real property owned by BUYER. If neither box is marked, then Loan Approval is not conditioned upon the closing of the sale of other real property owned by BUYER.  
☐ seller financing (If marked see applicable SELLER FINANCING ADDENDUM attached hereto and made a part hereof).

**APPLICATION:** Within \_\_\_\_\_ days (5 days if left blank) after date of acceptance of this Agreement, BUYER will complete the application process for mortgage loan(s). BUYER will timely furnish any and all credit, employment, financial, and other information required by lender sufficient to generate a Loan Estimate or similar closing cost estimate, pay all fees require by BUYER's lender and make a continuing and diligent effort to obtain loan approval, **otherwise, BUYER is in default.** BUYER hereby authorizes BUYER's lender to disclose information regarding the status, progress, and conditions of loan application and loan approval to SELLER, SELLER's attorney, Broker(s) to this transaction, and the closing attorney/settlement agent. **BUYER and SELLER hereby further authorize BUYER's lender and the closing attorney/settlement agent to provide a copy of the combined settlement statement and the BUYER and SELLER Closing Disclosures to Broker(s) to this transaction when provided to BUYER and SELLER, both before and at closing (consummation).**

Unless the mortgage loan is approved within \_\_\_\_\_ days (45 days if left blank) after date of acceptance of this Agreement without contingencies other than lender-required repairs/replacements/treatments, marketable title and survey, herein after called the **Loan Approval Period**. **BUYER shall have 5 days thereafter to terminate this Agreement by written notice to the SELLER or be deemed to have waived the financing contingency.**

If BUYER does not terminate this Agreement within said 5 day period, neither BUYER nor SELLER shall have the right to terminate this Agreement under this paragraph, the binder deposit shall not be refundable because of BUYER's failure to obtain financing, and this Agreement shall continue through date of closing.

**3. TITLE EXAMINATION AND DATE OF CLOSING:**

(A) If title evidence and survey, as specified below, show SELLER is vested with marketable title, including legal access, the transaction will be closed and the deed and other closing papers delivered on or before **(mark only one box):**

- ☐ \_\_\_\_\_ days (15 days if left blank) after the **Loan Approval Period**, or  
☐ \_\_\_\_\_ (specific date), or  
☒ **30** days after date of acceptance of this Agreement, **unless extended by other conditions of this Agreement.**

Marketable title means title which a Florida title insurer will insure as marketable at its regular rates and subject only to matters to be cured at closing and the usual exceptions such as survey, current taxes, zoning ordinances, covenants, restrictions, and easements of record which do not adversely affect marketable title. From the date of acceptance of this Agreement through closing, SELLER will not take or allow any action to be taken that alters or changes the status of title to the Property.

**(B) Extension of Date of Closing:**

If closing cannot occur by the date of closing due to Consumer Financial Protection Bureau (CFPB) delivery requirements, the date of closing shall be extended for the period necessary to satisfy CFPB delivery requirements, not to exceed 10 days. If extreme weather, act of God, act of terrorism or war ("force majeure") prevents any obligation under this Agreement from being performed or causes the unavailability of insurance, all time periods, including the date of closing, will be extended for the period of time that any of the above prevents performance of any obligation under this Agreement, but in no event more than 5 days after restoration of services essential to the closing process and availability of applicable insurance. If force majeure prevents performance of any obligation under this



Agreement for more than 30 days beyond the date of closing, BUYER or SELLER may terminate Agreement by delivering written notice to the other party.

Item #8.

If title evidence or survey reveals any defects which render title unmarketable, or if the Property is not in compliance with governmental regulations/permitting, BUYER or closing agent will have 5 days from receipt of title commitment, survey or written evidence of any permitting/regulatory regulation issue to notify SELLER in writing of such defects. SELLER agrees to use reasonable diligence to cure such defects at SELLER's expense and will have 30 days to do so, in which event this transaction will be closed within 10 days after delivery to BUYER of evidence that such defects have been cured but not sooner than the date of closing. SELLER agrees to pay for and discharge all due and delinquent taxes, liens and other monetary encumbrances, unless otherwise agreed in writing. If SELLER is unable to convey marketable title, or to cure permitting/regulatory issues, BUYER will have the right to either terminate this Agreement, or to accept the Property as SELLER is able to convey, and to close this transaction upon the terms stated herein, which election must be exercised within 10 days after BUYER's receipt of SELLER's written notice of SELLER's inability to cure.

**4. TITLE EVIDENCE: Mark to designate the party responsible to provide title commitment**

☒ **SELLER to provide:** Within 30 days (20 days if left blank) after date of acceptance of this Agreement, SELLER will deliver to BUYER a title insurance commitment for an owner's policy in the amount of the Purchase Price, together with legible copies of all Schedule B-II title exceptions. Subject to paragraph 3(b) above, any expense of curing title defects such as, but not limited to, legal fees, discharge of liens and recording fees will be paid by SELLER. If requested, SELLER will also provide (at BUYER's expense) at or prior to closing a simultaneous title insurance commitment for a mortgage policy.

☐ **BUYER to obtain:** During the Inspection Period BUYER shall obtain and deliver a copy to SELLER:

☐ Title insurance commitment for an owner's policy in the amount of the Purchase Price, together with legible copies of all Schedule B-I requirements and B-II exceptions and/or ☐ Title insurance commitment for mortgage policy in the amount of the new mortgage together with legible copies of all Schedule B-I requirements and B-II exceptions. Subject to paragraph 11(B) below, any expense of curing title defects such as, but not limited to, legal fees, discharge of liens and recording fees will be paid by SELLER. From date of acceptance of this Agreement to closing, SELLER will not take or allow any action to be taken that alters or changes the status of title to the Property.

**5. SURVEY: Mark to designate the party responsible to provide survey**

☒ **SELLER to provide:** Within \_\_\_ days (20 days if left blank) after date of acceptance of this Agreement, SELLER will deliver to BUYER:

☐ A new staked boundary survey of the Property dated within 3 months of closing showing all improvements, certified to SELLER, BUYER, lender and the title insurer; or

☒ A copy of a previously made survey of the Property showing all existing improvements and sufficient to allow removal of the survey exceptions from the title insurance commitment or, if insufficient, then a new staked survey is required; or

☐ No survey is required.

**If a surveyor's flood elevation certificate is required, BUYER shall pay for it.**

☐ **BUYER to obtain:** During the Inspection Period BUYER may obtain and, if obtained, shall deliver a copy to SELLER, a new staked survey of the Property dated within 3 months of closing showing all improvements, certified to SELLER, BUYER, lender, and the title insurer. Upon receipt of the title insurance commitment, the party providing the boundary survey shall provide a copy of the title insurance commitment together with all Schedule B-II title exceptions to the surveyor for inclusion on the survey. Any costs associated therewith shall be paid by the party paying for the boundary survey. The cost and expense of the boundary survey shall be paid for by the party designated in paragraph 8 or 9 of this Agreement. Any survey services other than for the boundary survey and title exceptions inclusion shall be paid for by the BUYER, such as, but not limited to, wetlands delineation, topographical or tree survey. If the Purchase Price is based on a per unit price instead of a fixed price, the survey shall be obtained and shall provide and certify the unit calculation needed pursuant to paragraph 1(G).

**If surveyor's flood elevation certificate is required, BUYER shall pay for it.**

**6. LOSS, DAMAGE OR EMINENT DOMAIN:** SELLER shall bear the risk of loss to the Property until closing. If any of the Property is materially damaged or altered by casualty before closing, or SELLER negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, SELLER will promptly notify BUYER in writing. Either BUYER or SELLER may cancel this Agreement by written notice to the other within 10 days from BUYER's receipt of SELLER's notification, failing which BUYER will close in accordance with this Agreement and receive all payments made by the governmental authority or insurance company, if any.



**PRORATIONS:** All taxes, rents, homeowners' association fees, solid waste collection/recycling/disposal fees, stormwater fees, and Community Development District (CDD) fees will be prorated through the closing before closing based on the most recent information available to the closing attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day of closing shall belong to BUYER. Any proration based on an estimate shall be reprorated at the request of either party upon receipt of the actual bill based on the maximum discount available.

**PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY UPON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

**8. BUYER WILL PAY:**

**(A) CLOSING COSTS:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Recording fees                     | <input type="checkbox"/> Mortgage insurance premium                  |
| <input type="checkbox"/> Intangible tax                                | <input type="checkbox"/> Mortgage discount not to exceed _____       |
| <input type="checkbox"/> Note stamps                                   | <input type="checkbox"/> Survey                                      |
| <input type="checkbox"/> Simultaneous mortgagee title insurance policy | <input type="checkbox"/> Closing attorney/settlement fee             |
| <input type="checkbox"/> Title insurance endorsements                  | <input checked="" type="checkbox"/> BUYER's courier/wire fees        |
| <input type="checkbox"/> Lender's flood certification fees             | <input type="checkbox"/> Title search                                |
| <input type="checkbox"/> Mortgage origination charges                  | <input checked="" type="checkbox"/> Broker transaction Fee \$295.00  |
| <input type="checkbox"/> Appraisal fee                                 | <input type="checkbox"/> Mortgage transfer and assumption charges    |
| <input type="checkbox"/> Credit report(s)                              | <input checked="" type="checkbox"/> Inspection and reinspection fees |
| <input type="checkbox"/> Tax service fee                               |  |
| <input type="checkbox"/> Other _____                                   |  |

**(B)** All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by law or regulation, **together with lender related settlement/title service fees charged to process, close and post close BUYER's loan(s).**

**(C)** Homeowners' association application/transfer fees and capital contributions, if required.

**(D)** PREPAIDS: Prepaid hazard, flood and wind insurance, taxes, interest and mortgage insurance premiums if required by the lender.

**9. SELLER WILL PAY:**

**(A) CLOSING COSTS:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Deed stamps                                | <input type="checkbox"/> Mortgage discount not to exceed _____ |
| <input checked="" type="checkbox"/> Owner's title insurance policy             | <input type="checkbox"/> Appraisal fee                         |
| <input checked="" type="checkbox"/> Title search                               | <input checked="" type="checkbox"/> SELLER's courier/wire fees |
| <input checked="" type="checkbox"/> Closing attorney/settlement fee            | <input type="checkbox"/> Municipal Lien Search                 |
| <input checked="" type="checkbox"/> Survey                                     |  |
| <input checked="" type="checkbox"/> Satisfaction of mortgage and recording fee |  |
| <input type="checkbox"/> Other _____   |  |

**(B)** Real estate commission and broker transaction fee pursuant to the listing agreement.

**(C)** Homeowners' Association estoppel/statement fees, payable upon request by the closing attorney/settlement agent.

**(D)** All other charges required by lender(s) in connection with the BUYER's loan(s), which BUYER is prohibited from paying by law or regulation.

**(E)** If SELLER agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph 8(A)** and those specified in paragraphs 8(B), 8(C) and 8(D).

**(F)** All mortgage payments, homeowners' association fees and assessments, Community Development Fees (CDD fees) and government special assessments due and payable shall be paid current at SELLER's expense at the time of closing.

**(G)** Public Body Special Assessments. At closing, SELLER will pay: (i) the full amount of liens imposed by a public body that are certified, confirmed and ratified before the date of closing not payable in installments; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially completed as of date of acceptance of this Agreement but that has not resulted in a lien being imposed on the Property before closing. "Public body" does not include homeowners' association or CDD fees.



If public body special assessments may be paid in installments (Mark only one box)

☒ BUYER shall pay installments due after date of closing.

☐ SELLER will pay the assessment in full prior to or at the time of closing.

**IF NEITHER BOX IS MARKED THEN BUYER SHALL PAY INSTALLMENTS DUE AFTER DATE OF CLOSING. This paragraph 9(G) shall not apply to liens imposed by a Community Development District created by Florida Statutes 190. The special benefit tax assessment imposed by a Community Development District shall be treated as an ad valorem tax.**

**10. DEFAULT:**

(A) If BUYER defaults under this Agreement, all binder deposit(s) paid and agreed to be paid (after deduction of unpaid closing costs incurred except inspection fee(s), credit report and appraisal fees) will be retained by SELLER as agreed upon liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims. BUYER and SELLER will then be relieved of all obligations to each other under this Agreement except for BUYER's responsibility for damages caused during inspections as described in paragraph 14.

(B) If SELLER defaults under this Agreement, BUYER may either: (i) seek specific performance; or (ii) elect to receive the return of BUYER's binder deposit(s) without thereby waiving any action for damages resulting from SELLER's default.

(C) Binder deposit(s) retained by SELLER as liquidated damages will be distributed pursuant to the terms of the listing agreement and this Agreement.

**11. NON-DEFAULT PAYMENT OF EXPENSES:**

(A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of BUYER with costs deducted from the binder deposit(s) and the remainder of the binder deposit(s) shall be returned to BUYER. This will include but not be limited to the transaction not closing because BUYER does not obtain the required financing as provided in this Agreement or BUYER invokes BUYER's right to terminate under any contingency in this Agreement; however, if Buyer elects to terminate this Agreement pursuant to paragraph 2 and 14, each party will be responsible for all loan and sale processing costs specified to be paid by that party, except all inspections, including WDO Report, which shall be paid by BUYER.

(B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of SELLER, and BUYER will be entitled to the return of the binder deposit(s). This will include the transaction not closing because SELLER cannot deliver marketable title, or, is unable to cure permitting/regulatory compliance issues, but shall not include failure to appraise or termination pursuant to paragraph 14.

**12. BINDER DISPUTE, WAIVER OF JURY TRIAL AND ATTORNEY FEES:**

(A) In the event of a dispute between BUYER and SELLER as to entitlement to the binder deposit(s), the holder of the binder deposit(s) may file an interpleader action in accordance with applicable law to determine entitlement to the binder deposit(s), and the interpleader's attorney's fees and costs shall be deducted and paid from the binder deposit(s) and assessed against the non-prevailing party, or the broker holding the binder deposit(s) may request the issuance of an escrow disbursement order from the Florida Division of Real Estate. In either event, BUYER and SELLER agree to be bound thereby, and shall indemnify and hold harmless the holder of the binder deposit(s) from all costs, attorney's fees and damages upon disbursement in accordance therewith.

(B) All controversies and claims between BUYER, SELLER or Broker, directly or indirectly, arising out of or relating to this Agreement or this transaction will be determined by non-jury trial. BUYER, SELLER and Broker, jointly and severally, knowingly, voluntarily and intentionally waive any and all rights to a trial by jury in any litigation, action or proceeding involving BUYER, SELLER or Broker, whether arising directly or indirectly from this Agreement or this transaction or relating thereto. Each party will be liable for their own costs and attorney's fees except for interpleader's attorney's fees and costs which shall be payable as set forth in paragraph 12(A).

**13. PROPERTY DISCLOSURE:** SELLER does hereby represent that SELLER has legal authority and capacity to convey the Property, and that no other person or entity has an ownership interest in the Property. SELLER represents that SELLER has no knowledge of facts materially affecting the value of the Property other than those which BUYER can readily observe

**except:**



SELLER further represents that the Property is not now and will not be prior to date of closing subject to any municipal or county code enforcement proceeding and that no citation has been issued except

Item #8.

If the Property is or becomes subject to such a proceeding prior to date of closing, SELLER shall comply with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes, SELLER shall be responsible for compliance with applicable code and all orders issued in such proceeding unless otherwise agreed herein. SELLER has received no written or verbal notice from any governmental entity as to uncorrected environmental, regulatory/permitting, or safety code violations, and SELLER has no knowledge of any repairs or improvements made to the Property not then in compliance with governmental regulations/permitting except:

**AIRPORT NOTICE ZONES:** If the Property is in Noise Zones A, B and/or an Airport Notice Zone, BUYER and SELLER agree to comply with the City of Jacksonville Ordinance Code Section 656.1010.

**14. MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition until closing, except for normal wear and tear, and SELLER will not engage in or permit any activity that would materially alter the Property's condition without the BUYER's prior written consent. If BUYER elects not to have inspections and investigations performed, BUYER accepts the Property in its "AS IS" condition as of the date of acceptance of this Agreement. BUYER will be responsible for repair of all damages to the Property resulting from inspections and investigations, and BUYER will return the Property to its pre-inspection condition. These obligations shall survive termination of this agreement.

(A) **Inspection of the Property. Mark (1) or (2) below to designate whether an Inspection Period applies. If neither box is marked, the Inspection Period DOES NOT apply.**

(1) ☐ **No Inspection Period.** BUYER is satisfied that the Property is suitable for BUYER's intended use, including, but not limited to, (i) the zoning and any proposed zoning changes for the Property, (ii) the subdivision, deed or other restrictions that affect the Property, (iii) the status of any moratorium on the Property, (iv) the availability of concurrency for the Property, (v) the availability of utilities, (vi) whether the Property can be legally used for BUYER's intended use, (vii) the condition of the Property, and (viii) all other matters concerning BUYER's intended use of the Property. This Agreement is **NOT** contingent on BUYER conducting any further investigations.

(2) ☒ **Inspection Period.** BUYER may, at BUYER's expense, until 5:00 p.m., on ☐ \_\_\_\_\_ (date) or ☐ 180 days (30 days, if left blank) after date of acceptance of this Agreement (the "Inspection Period") perform such due diligence on, investigate and inspect the Property, to determine whether or not the same is satisfactory to BUYER, in BUYER's sole and absolute discretion. During the Inspection Period, BUYER may conduct such tests and inspections as BUYER may desire including, but not limited to, appraisals of the Property, title and survey examination, soil testings and/or borings, permitting, municipal lien searches, site plan and other determinations, for BUYER's intended or potential use of the Property. During such Inspection Period, BUYER will be provided access to the Property to, among other things, inspect the Property, determine the condition thereof, verify zoning, conduct engineering and environmental studies, feasibility tests, determine use under zoning or the proposed comprehensive land use plan, test for hazardous materials, and to determine the availability of water, sewer and other utilities.

If BUYER determines, in BUYER's **sole discretion**, that the Property is not acceptable to BUYER, then prior to the expiration of the Inspection Period, BUYER may deliver to SELLER written notice of BUYER's election to terminate this Agreement, in which event the deposit(s) shall be returned to the BUYER and the parties hereto shall be discharged from their obligations hereunder except as provided in this paragraph 14.

If this transaction does not close for any reason whatsoever, BUYER shall be responsible to restore the Property to its original condition. Promptly upon the completion of any inspection, examination or test, BUYER shall restore the Property to its former condition.

Prior to closing, BUYER shall not permit any liens to be placed on the Property arising from any action of BUYER and if any such liens are placed on the Property, BUYER shall promptly remove such liens by payment or bonding no later than the earlier of: (i) 10 days after demand thereof by SELLER; or (ii) date of closing; or (iii) termination of this Agreement.

BUYER shall not engage in any activity on the Property other than inspections prior to closing (which inspection rights shall be from the date of this Agreement to the earlier of: (i) closing or (ii) termination of this Agreement even though the Inspection Period may have expired) without the prior written consent of SELLER. BUYER and its employees, agents and contractors shall enter upon the Property at their own risk and SELLER shall not be liable in any way for damages or acts suffered by such parties.



Upon expiration of the Inspection Period, if BUYER has not terminated this Agreement, the deposit shall become NON-REFUNDABLE and, if BUYER fails to close for any reason other than SELLER's default or SELLER's inability to perform, the deposit(s) shall be retained by SELLER as liquidated damages and will be distributed pursuant to the terms of the listing agreement and this Agreement.

BUYER hereby agrees to defend, indemnify and hold SELLER harmless against any claims, costs, damages, or liability arising out of BUYER's inspection/investigation of the Property, including costs and reasonable attorney's fees. BUYER agrees to defend, indemnify and hold SELLER harmless from and against all liens on the Property filed by contractors, material suppliers, or laborers performing work and tests for BUYER. The indemnification and hold harmless provisions of this paragraph shall survive any termination of this Agreement.

(B) **Access:** SELLER will make the Property available for inspections and investigations during the time provided for inspections and investigations in this paragraph, and, if not, the time for inspections and investigations will be extended by the time access was denied.

(C) **Broker's Notice:** BUYER and SELLER acknowledge and agree that neither the Listing Broker nor Selling Broker warrants the condition, size or square footage of the Property and neither is liable to BUYER or SELLER in any manner whatsoever for any losses, damages, claims, suits, and costs regarding same. BUYER and SELLER hereby release and hold harmless said Brokers and their licensees from any losses, damages, claims, suits, and costs arising out of or occurring with respect to the condition, size or square footage of the Property. Brokers shall not be liable for the performance by any provider of services or products recommended by Brokers. Such recommendations are made as a courtesy. BUYER and SELLER may select their own providers of services or products.

15. **ZONING, RESTRICTIONS, CONCURRENCY, UTILITIES, AND INTENDED USE:** BUYER will have the Inspection Period, if applicable, to determine and verify: (i) the zoning and any proposed zoning changes for the Property, (ii) whether there are any subdivision, deed or other restrictions affecting the Property, (iii) the status of any moratorium on the Property, (iv) the availability of concurrency for the Property, (v) the availability of utilities, (vi) whether the Property can be legally used for BUYER's intended use, or (vii) any other matter that could prevent BUYER's intended use of the Property at the time of closing. Neither BUYER nor SELLER may initiate any change to any of the foregoing prior to closing without the written consent of the other party. SELLER warrants and represents that there is ingress and egress to and from the Property sufficient for its current use.

#### 16. **SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.**

(A) ☒ **NO SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.** SELLER makes no representations or warranties concerning the environmental condition of the Property or the Subsurface Condition of the Property as hereinafter defined.

(B) ☐ **SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.** SELLER makes the following representations concerning the environmental condition of the Property and the Subsurface Condition of the Property. These representations shall survive closing.

(i) Subsurface Conditions. SELLER hereby represents to BUYER that, to the best of SELLER's knowledge: (a) there are no man-made adverse physical conditions on or under any portion of the Property including, without limitation, buried debris, human burials or remains, archaeological sites, landfills of any type, or hazardous wastes, and that the Property has not at any time been used for any such purpose; and (b) there are no other adverse physical conditions on or under any portion of the Property including, without limitation, muck, fault lines, sinkholes or other geological conditions or soil conditions adverse to construction purposes ("Subsurface Conditions").

(ii) SELLER hereby represents to BUYER that, to the best of SELLER's knowledge: (a) the Property and all uses of the Property have been, and presently are, in compliance with all federal, state, and local environmental laws; (b) no hazardous substances have been generated, stored, treated, or transferred on the Property, except as specifically disclosed to BUYER or permitted under environmental law; (c) SELLER has no knowledge of any spill or environmental law violation on any property contiguous to the Property; (d) SELLER has not received or otherwise obtained knowledge of any spill or contamination on the Property, any existing or threatened environmental lien against the Property, or any lawsuit, proceeding, or investigation regarding the handling of hazardous substances on the Property; and (e) SELLER has all permits necessary for any activity and operations currently being conducted on the Property and such permits are in full force and effect.

#### 17. **POSSESSION:**

☒ BUYER will be given possession at closing;

or

☐ BUYER will be given possession within \_\_\_\_ days after the date of closing at no rental cost to SELLER, or as otherwise set forth in paragraph 20 hereof.

If neither box is marked, then BUYER will be given possession at closing.



**PROPERTY INCLUDES:** Included in the Purchase Price are all (if any) fencing, trees, timber, fill minerals, all as now existing or installed on the Property, and these additional items:

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**ADDENDA/RIDERS/DISCLOSURES:**

If marked the following are attached hereto and made a part of this Agreement:

- ☐ Homeowners' Association/Community Disclosure Addendum  
☐ Coastal Construction Control Line Disclosure Addendum  
☐ Short Sale Addendum  
☐ Continued Marketing Addendum  
☐ Counter Offer Addendum (To accept a counteroffer, BUYER and SELLER must sign both this Agreement and the Counter Offer Addendum)  
☐ Other (Specify here)

**ADDITIONAL TERMS AND CONDITIONS:** Buyer shall have 90 to determine the feasibility of the project.

Buyer shall have an additional 90 to continue to have property rezoned for intended use upon payment of an additional \$10,000 deposit to be applied to purchase price. At the end of 180 days the deposits shall be non-refundable. 3 additional 30 day extensions may be granted for an additional \$5,000 non-refundable deposit which shall not be applied to the sales price.

**COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** BUYER and SELLER acknowledge receipt of a copy of this Agreement. Except for brokerage agreements, BUYER, SELLER and Broker agree that the terms of this Agreement constitute the entire agreement between them and that they have not received or relied on any representations by Brokers or any material regarding the Property including, but not limited to, listing information, that are not expressed in this Agreement. No prior or present agreements or representations will bind BUYER, SELLER or Brokers unless incorporated into this Agreement. Modifications of this Agreement will not be binding unless in writing, signed and delivered by the party to be bound. This Agreement and any modifications to this Agreement may be signed in counterparts and may be executed and/or transmitted by electronic media, including facsimile and email. Headings are for reference only and shall not be deemed to control interpretations. If any provision of this Agreement is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Neither this Agreement nor any memorandum hereof will be recorded in any public records. For emphasis, some of the provisions have been bolded and or capitalized, but every provision in this Agreement is significant and should be reviewed and understood. No provision should be ignored or disregarded because it is not in bold or emphasized in some manner.

In the performance of the terms and conditions of this Agreement each party will deal fairly and in good faith with the other. Written notice to the Broker for a party shall be deemed notice to that party. All assignable repair and treatment contracts and warranties are deemed assigned by SELLER to BUYER at closing unless otherwise stated herein. SELLER agrees to sign all documents necessary to accomplish same, at BUYER's expense, if any.

**TIME IS OF THE ESSENCE IN THIS AGREEMENT:** As used in this Agreement, "days" means calendar days. Any time periods herein, other than the time of acceptance, which end on a Saturday, Sunday, or federal holiday shall extend to the next day which is not a Saturday, Sunday or federal holiday. All references to a date other than the date of acceptance shall end at 7:00 p.m. Eastern Time.

**NO OTHER AGREEMENTS AND BUYER'S AND SELLER'S NOTICES:** BUYER and SELLER represent that they have not entered into any other agreements with real estate brokers other than those named below with regard to the Property. All notices, requests, and other communications required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by a recognized national overnight courier service, or shall be sent by facsimile, addressed as follows:

If to BUYER, to the BUYER's Broker or to BUYER at the address or fax number hereinafter set forth, with a copy to Selling Broker, at the address or fax number hereinafter set forth.

If to SELLER, to the SELLER's Broker or to SELLER at the address or fax number hereinafter set forth, with a copy to Listing Broker, at the address or fax number hereinafter set forth.

or to any other address or addresses as any party may designate from time to time by written notice given in accordance with this paragraph. Any such notice will be considered delivered: (1) on the date on which



465 the return receipt is signed, delivery is refused, or the notice is designated by the postal authority as  
466 deliverable, as the case may be if mailed; (2) on the date delivered by personal delivery; (3) on the  
467 delivered by a recognized national overnight courier service; or (4) on the date of successful transmission if  
468 sent by facsimile. BUYER and SELLER give the Brokers authorization to advise surrounding neighbors  
469 who will be the new owner of the Property. "Broker", as used in this Agreement, is deemed to include all of  
470 Broker's licensees licensed to sell real property in the State of Florida.

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471 24. **ASSIGNMENT:** Mark appropriate assignment provision. If left blank, this Agreement is NOT assignable by  
472 BUYER.

473 ☐ BUYER may not assign this Agreement without SELLER's written consent which may be withheld in  
474 SELLER's sole and absolute discretion, provided, however, BUYER may assign without SELLER's consent  
475 to an entity in which BUYER directly owns a majority or controlling interest or as follows: \_\_\_\_\_  
476

477 ☒ BUYER may assign this Agreement without SELLER's consent.

478 25. **PROFESSIONAL ADVICE; NO BROKER LIABILITY:** Broker advises BUYER and SELLER to verify all  
479 facts and representations that are important to them and to consult an appropriate professional for legal  
480 advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction,  
481 status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental  
482 and other specialized advice. BUYER agrees to rely solely on SELLER's representations herein (if any),  
483 professional inspectors and governmental agencies for verification of the Property condition and facts that  
484 materially affect the Property value, and BUYER expressly releases the Broker(s) from liability for each of  
485 the foregoing.

486 26. **ESCROW DISCLOSURE:** BUYER and SELLER agree that Broker may place escrow funds in an interest-  
487 bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain  
488 any interest earned as the cost associated with maintenance of said escrow.

489 27. **SOCIAL SECURITY OR TAX I.D. NUMBER:** BUYER and SELLER agree to provide their respective  
490 Social Security or Tax I.D. number to closing attorney/ settlement agent upon request.

491 28. **1031 EXCHANGE:** BUYER or SELLER may elect to effect a tax-deferred exchange under Internal  
492 Revenue Service Code Section 1031(which shall not delay the closing), in which event BUYER and  
493 SELLER agree to sign documents required to effect the exchange, provided the non-exchanging party  
494 shall not incur any costs, fees or liability as a result of or in connection with the exchange.

495 29. **PAYOFF AUTHORIZATION:** SELLER hereby authorizes the closing attorney/settlement agent to obtain  
496 mortgage payoff letters (including from foreclosure attorneys) and Homeowner's Association estoppel  
497 letters on behalf of SELLER.

498 30. **FIRPTA TAX WITHHOLDING:** If SELLER is a "foreign person" as defined by the Foreign Investment in  
499 Real Property Tax Act, the BUYER and SELLER shall comply with the Act, which may require SELLER to  
500 provide additional funds at closing. **SELLER agrees to disclose to closing attorney/settlement agent at  
501 least 10 days before closing if any SELLER is not a U. S. citizen or resident alien.**

502 31. **TIME OF ACCEPTANCE:** IF THIS OFFER IS NOT SIGNED BY BUYER AND SELLER AND DELIVERED  
503 TO BUYER AND SELLER OR THEIR RESPECTIVE BROKER (INCLUDING ELECTRONICALLY OR BY  
504 FAX) ON OR BEFORE \_\_\_\_:01 ☐A.M. ☐P.M. \_\_\_\_\_ (DATE), THIS OFFER WILL BE  
505 DEEMED WITHDRAWN. THE TIME FOR ACCEPTANCE OF ANY COUNTER OFFER SHALL BE  
506 \_\_\_\_\_ HOURS (24 HOURS IF LEFT BLANK) FROM THE TIME THE COUNTER OFFER IS  
507 DELIVERED.

508 32. **DATE OF ACCEPTANCE:** The date of acceptance of this Agreement shall be the date on which this  
509 Agreement is last executed by BUYER and SELLER and the fact of execution is communicated to the  
510 other party in writing.

511 **If this Agreement is not understood, BUYER and SELLER should seek competent legal advice.**

512 **WIRE FRAUD ALERT. Criminals are hacking email accounts of real estate agents, title companies,**  
513 **settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds**  
514 **to the account of the criminal. The emails look legitimate, but they are not. BUYER and SELLER are**  
515 **advised not to wire any funds without personally speaking with the intended recipient of the wire to**  
516 **confirm the routing number and the account number. BUYER and SELLER should not send**  
517 **personal information such as social security numbers, bank account numbers and credit card**  
518 **numbers except through secured email or personal delivery to the intended recipient. BUYER and**  
519 **SELLER agree to indemnify and hold harmless all brokers from all losses, liabilities, charges and**



520 costs they may incur due to any and all wire transfers or wire instructions relating to the trans Item #8.  
 521 issuance of funds.  
 522 \_\_\_\_\_  
 523 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 524 Marital Status \_\_\_\_\_ Marital Status \_\_\_\_\_  
 525 \_\_\_\_\_  
 526 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 527 Marital Status \_\_\_\_\_ Marital Status \_\_\_\_\_  
 528 \_\_\_\_\_  
 529 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 530 Marital Status \_\_\_\_\_ Marital Status \_\_\_\_\_  
 531 Evelyn Torres dotloop verified  
04/29/21 8:17 PM EDT  
HOG4-XIXK-MPT5-614X \_\_\_\_\_  
 532 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 533 Marital Status \_\_\_\_\_ Marital Status \_\_\_\_\_

☐ Mark if any SELLER is not a U. S. Citizen or resident alien.

534 Broker, by signature below, acknowledges receipt of \$ \_\_\_\_\_ ☐ cash ☐ check as the binder  
 535 deposit specified in paragraph 1(A) of this Agreement. It will be deposited and held in escrow pending  
 536 disbursement according to the terms hereof, together with any additional binder deposit(s) escrowed by the terms  
 537 of this Agreement.

538 \_\_\_\_\_  
 539 Company \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_

### END OF PURCHASE AND SALE AGREEMENT

540 **Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraph**  
 541 **12 and 21 above. This Agreement shall not be used to modify any multiple listing service or other offer of**  
 542 **compensation made by a Listing Broker.**

543 Exit Magnolia Point Realty  
 544 Firm Name of Selling Broker

545 558467  
 546 Broker's State License ID (BK Real Estate Number)  
 547 904-284-4653  
 548 Phone for Selling Broker

549 3616 Magnolia Point Blvd.  
 550 Selling Broker Office Address

551 Green Cove Springs Fl 32043  
 552 Selling Broker City, State, Zip Code

553 By: \_\_\_\_\_  
 554 Authorized Licensee Signature

555 Bert V Royal  
 556 Printed Name of Licensee

557 vanroyal2@aol.com  
 558 Email Address

559 904-294-2784  
 560 Phone for Selling Licensee

561 5589467  
 562 Licensee's State License ID  
 563 (BK or SL Real Estate Number)

Exit Magnolia Point Realty  
Firm Name of Listing Broker

558467  
Broker's State License ID (BK Real Estate Number)  
904-284-4653  
Phone for Listing Broker

3616 Magnolia Point Blvd.  
Listing Broker Office Address

Green Cove Springs, Fl 32043  
Listing Broker City, State, Zip Code

By: \_\_\_\_\_  
Authorized Licensee Signature

Bert V Royal  
Printed Name of Licensee

vanroyal2@aol.com  
Email Address

904-294-2784  
Phone for Listing Licensee

558467  
Licensee's State License ID  
(BK or SL Real Estate Number)



Table 02  
Roadway Characteristics Inventory  
Ayreshire PUD, Clay County, Florida

| Link No.     | Roadway                    | Segment   | Agency                     | Speed Limit | Adopted LOS | Adopted LOS Peak Hour MSV | Length (Miles) | Lanes   | Facility Type   | Area Type | Source      | 2019 ADT Collected | 2019 Peak Hour Volumes | Existing Conditions V/C Ratio |
|--------------|----------------------------|---|----------------------------|-------------|-------------|---------------------------|----------------|---------|-----------------|-----------|-------------|--------------------|------------------------|-------------------------------|
| 46           | CR 220                     | Swim. Pen Creek Bridge to College Dr.           | COUNTY                     | 45          | D           | 2,925                     | 1.70           | 4 - DIV | Major Collector | Urban     | Clay County | 33,745             | 2,961                  | 101.23%                       |
| 47           | CR 220                     | College Dr. to Knight Boxx Rd.                  | COUNTY                     | 45          | D           | 2,925                     | 1.40           | 4 - DIV | Major Collector | Urban     | Clay County | 31,408             | 1,859                  | 63.56%                        |
| 48           | CR 220                     | Knight Boxx Rd. to CR 209                       | COUNTY                     | 45          | E           | 1,521                     | 1.40           | 2       | Major Collector | Urban     | Clay County | 21,969             | 1,730                  | 113.74%                       |
| 48.1         | CR 220                     | CR 209 to Baxley Rd                             | COUNTY                     | 45          | E           | 1,521                     | 1.20           | 2       | Major Collector | Urban     | Clay County | 13,837             | 1,123                  | 73.83%                        |
| 49           | CR 220                     | Baxley Rd to SR 21                              | COUNTY                     | 45          | E           | 1,521                     | 1.80           | 2       | Major Collector | Urban     | Clay County | 7,943              | 765                    | 50.30%                        |
| 50           | CR 220-B (Knight Boxx Rd.) | SR 21 to CR 220                                 | COUNTY                     | 35          | E           | 3,060                     | 1.20           | 4       | Major Collector | Urban     | Clay County | 13,545             | 1,092                  | 35.69%                        |
| 51           | CR 224 (College Dr.)       | SR 21 to CR 220A                                | COUNTY                     | 45          | E           | 3,060                     | 1.60           | 4 - DIV | Major Collector | Urban     | Clay County | 24,246             | 2,167                  | 70.82%                        |
| 52           | CR 224                     | CR 220A to CR 220                               | COUNTY                     | 45          | E           | 3,060                     | 1.10           | 4 - DIV | Major Collector | Urban     | Clay County | 21,212             | 1,920                  | 62.75%                        |
| 53           | CR 315                     | SR 16 to CR 315B                                | COUNTY                     | 35          | E           | 1,355                     | 0.80           | 2       | Minor Collector | Urban     | Clay County | 5,841              | 562                    | 41.49%                        |
| 53.1         | CR 315                     | CR 315B to US 17                                | COUNTY                     | 45          | E           | 1,355                     | 3.40           | 2       | Minor Collector | Urban     | Clay County | 7,543              | 671                    | 49.54%                        |
| 53.2         | CR 315B                    | CR 209 to CR 315                                | COUNTY                     | 45          | E           | 1,355                     | 0.50           | 2       | Minor Collector | Urban     | Clay County | 4,092              | 371                    | 27.39%                        |
| 54           | CR 739                     | CR 209 to CR 739B                               | COUNTY                     | 45          | E           | 3,015                     | 2.20           | 4 - DIV | Minor Collector | Urban     | Clay County | 11,780             | 1,077                  | 35.72%                        |
| 55           | CR 739                     | CR 739B to CR 218                               | COUNTY                     | 45          | E           | 3,015                     | 1.00           | 4 - DIV | Minor Collector | Urban     | Clay County | 11,576             | 1,036                  | 34.36%                        |
| 56           | CR 739-B (Sandridge Rd.)   | Rolling View Blvd to CR 209                     | COUNTY                     | 45          | E           | 1,161                     | 2.00           | 2       | Minor Collector | Urban     | Clay County | 6,559              | 659                    | 56.76%                        |
| 56.1 (New 4) | CR 739-B (Sandridge Rd.)   | CR 739 to Rolling View Blvd.                    | COUNTY                     | 45          | E           | 1,161                     | 1.80           | 2       | Minor Collector | Urban     | Clay County | 9,140              | 873                    | 75.19%                        |
| 57           | Doctors Lake Dr.           | Orange Park to Greenridge Rd.                   | COUNTY                     | 35          | E           | 1,161                     | 2.60           | 2       | Minor Collector | Urban     | Clay County | 9,775              | 998                    | 85.96%                        |
| 58           | Doctors Lake Dr.           | Greenridge Rd. to Peoria Rd.                    | COUNTY                     | 35          | E           | 1,161                     | 1.75           | 2       | Minor Collector | Urban     | Clay County | 6,710              | 703                    | 60.55%                        |
| 59           | Moody Rd.                  | Doctors Lake Dr. to Suzanne Ave.                | COUNTY                     | 30          | E           | 1,161                     | 1.50           | 2       | Minor Collector | Urban     | Clay County | 6,771              | 800                    | 68.91%                        |
| 60           | Moody Rd.                  | Suzanne Ave. to Peoria Rd.                      | COUNTY                     | 30          | E           | 1,161                     | 1.95           | 2       | Minor Collector | Urban     | Clay County | 7,421              | 860                    | 74.07%                        |
| 61           | Old Jennings Rd.           | SR 21 to SR 23                                  | COUNTY                     | 45          | E           | 3,230                     | 1.20           | 4 - DIV | Minor Collector | Urban     | Clay County | 20,047             | 1,852                  | 57.34%                        |
| 61.1         | Old Jennings Rd.           | SR 23 to Long Bay Rd                            | COUNTY                     | 45          | E           | 1,606                     | 2.00           | 2       | Minor Collector | Urban     | Clay County | 7,998              | 693                    | 43.16%                        |
| 62           | Peoria Rd.                 | College Dr. to Moody Rd.                        | COUNTY                     | 40          | E           | 1,355                     | 0.23           | 2       | Minor Collector | Urban     | Clay County | 11,719             | 1,229                  | 90.73%                        |
| 63           | Peoria Rd.                 | Moody Rd. to Doctors Lake Dr.                   | COUNTY                     | 40          | E           | 1,355                     | 0.62           | 2       | Minor Collector | Urban     | Clay County | 6,265              | 674                    | 49.76%                        |
| 64           | Wells Rd.                  | SR 21 to Orange Park                            | COUNTY                     | 45          | E           | 3,015                     | 2.00           | 4 - DIV | Minor Arterial  | Urban     | Clay County | 21,584             | 1,860                  | 61.69%                        |
| 65           | Cheswick Oaks Ave.         | Duval County Line to End of Pavement            | COUNTY                     | 35          | E           | 1,521                     | 1.00           | 2       | Major Collector | Urban     | Clay County | 9,701              | 842                    | 55.36%                        |
| 66           | Baxley Rd                  | SR 21 to CR 220                                 | COUNTY                     | 35          | E           | 1,355                     | 0.50           | 2       | Minor Collector | Urban     | Clay County | 8,873              | 766                    | 56.55%                        |
| 67           | Long Bay Rd.               | Old Jennings Road to SR 21                      | COUNTY                     | 45          | E           | 1,355                     | 2.70           | 2       | Minor Collector | Urban     | Clay County | 4,253              | 377                    | 27.83%                        |
| 68 (New 1)   | Oakleaf Plantation Pkwy    | Argyle Forrest Blvd to Branan Field Chaffee Rd. | COUNTY                     | 45          | E           | 3,060                     | 3.80           | 4 - DIV | Major Collector | Urban     | Clay County | 20,075             | 1,661                  | 54.28%                        |
| H            | First Coast Expressway     | Old Jennings Blvd. to SR 21                     | FDOT                       | 65          | D           | 6,700                     |                | 4 - DIV | Freeway         | Urban     |             | -                  | -                      | 0.00%                         |
| I            | First Coast Expressway     | SR 21 to CR 739B                                | FDOT                       | 65          | D           | 6,700                     |                | 4 - DIV | Freeway         | Urban     |             | -                  | -                      | 0.00%                         |
| J            | First Coast Expressway     | CR 739B to CR 218 Extension                     | FDOT                       | 65          | D           | 6,700                     |                | 4 - DIV | Freeway         | Urban     |             | -                  | -                      | 0.00%                         |
| K            | First Coast Expressway     | CR 218 Extension to SR 16                       | FDOT                       | 65          | D           | 6,700                     |                | 4 - DIV | Freeway         | Urban     |             | -                  | -                      | 0.00%                         |
| L            | First Coast Expressway     | SR 16 to US 17                                  | FDOT                       | 65          | D           | 6,700                     |                | 4 - DIV | Freeway         | Urban     |             | -                  | -                      | 0.00%                         |
| M            | First Coast Expressway     | US 17 to St. Johns County Line                  | FDOT                       | 65          | D           | 6,700                     |                | 4 - DIV | Freeway         | Urban     |             | -                  | -                      | 0.00%                         |
| N            | Oak Ridge Avenue           | SR 16 to Green Cove Avenue                      | City of Green Cove Springs | 35          | D           | 1,161                     |                | 2       | Minor Collector | Urban     | FDOT        | 2,200              | 198                    | 17.05%                        |
| O            | Oak Ridge Avenue           | Green Cove Avenue to Project Entrance           | City of Green Cove Springs | 35          | D           | 1,161                     |                | 2       | Minor Collector | Urban     | FDOT        | 2,200              | 198                    | 17.05%                        |
| P            | Oak Ridge Avenue           | Project Entrance to US 17                       | City of Green Cove Springs | 35          | D           | 1,161                     |                | 2       | Minor Collector | Urban     | FDOT        | 2,200              | 198                    | 17.05%                        |
| Q            | Green Cove Avenue          | US 17 to Oak Ridge Avenue                       | City of Green Cove Springs | 25          | D           | 1,161                     |                | 2       | Local Road      | Urban     | FDOT        | 1,600              | 144                    | 12.40%                        |



Table 03  
Project Traffic Distribution and Assignment  
Ayreshire PUD, Clay County, Florida

|              |                            |   | 17,115                                   | 1,889                      |           |                  |                             |                             |
|--------------|----------------------------|---|--|----------------------------|-----------|------------------|-----------------------------|-----------------------------|
| Link No.     | Roadway                    | Segment   | Adjusted Project<br>Traffic Distribution | Project Traffic Assignment |           | Peak Hour<br>MSV | Project Traffic<br>% of MSV | Roadway Segment<br>Impacted |
|              |                            |   |  | Daily                      | Peak Hour |                  |                             |                             |
| A            | US 17                      | Duval County Line to Wells Rd.                  | 13.40%                                   | 2,294                      | 253       | 8,411            | 3.01%                       | No                          |
| B            | US 17                      | Wells Rd. to Kingsley Ave.                      | 12.03%                                   | 2,058                      | 227       | 5,390            | 4.21%                       | No                          |
| C            | US 17                      | Kingsley Ave. to Dr. Inlet Bridge               | 16.35%                                   | 2,798                      | 309       | 5,390            | 5.73%                       | Yes                         |
| 1            | US 17                      | Dr. Inlet Bridge to Raggedy Point Dr.           | 16.44%                                   | 2,814                      | 311       | 5,390            | 5.77%                       | Yes                         |
| 1.1          | US 17                      | Raggedy Point Dr. to CR 220                     | 17.04%                                   | 2,917                      | 322       | 5,390            | 5.97%                       | Yes                         |
| 2            | US 17                      | CR 220 to Water Oak Lane                        | 19.11%                                   | 3,270                      | 361       | 8,840            | 4.08%                       | No                          |
| 3            | US 17                      | Water Oak Lane to Black Creek Bridge            | 20.11%                                   | 3,441                      | 380       | 8,840            | 4.30%                       | No                          |
| 3.1          | US 17                      | Black Creek Bridge to CR 209                    | 20.51%                                   | 3,510                      | 387       | 5,900            | 6.56%                       | Yes                         |
| 4            | US 17                      | CR 209 to Green Cove Springs                    | 23.70%                                   | 4,056                      | 448       | 5,900            | 7.59%                       | Yes                         |
| D            | US 17                      | Green Cove Springs to SR 16 West                | 30.87%                                   | 5,283                      | 583       | 2,920            | 19.97%                      | Yes                         |
| E            | US 17                      | SR 16 East to SR 16 West                        | 35.37%                                   | 6,054                      | 668       | 3,580            | 18.66%                      | Yes                         |
| F            | US 17                      | SR 16 East to CR 209                            | 40.35%                                   | 6,907                      | 762       | 3,580            | 21.28%                      | Yes                         |
| G            | US 17                      | CR 209 to CR 226                                | 3.98%                                    | 681                        | 75        | 3,580            | 2.09%                       | No                          |
| 5            | US 17                      | CR 226 to Putnam County Line                    | 3.25%                                    | 556                        | 61        | 4,460            | 1.37%                       | No                          |
| 7            | US 301                     | Duval County Line to CR 218                     | 0.10%                                    | 17                         | 2         | 4,190            | 0.05%                       | No                          |
| 8            | US 301                     | CR 218 to Bradford County Line                  | 0.00%                                    | -                          | -         | 3,220            | 0.00%                       | No                          |
| 9            | SR 16                      | Green Cove Springs to Penney Farms              | 3.11%                                    | 532                        | 59        | 1,550            | 3.81%                       | No                          |
| 10           | SR 16                      | Penney Farms to SR 21                           | 0.09%                                    | 15                         | 2         | 3,070            | 0.07%                       | No                          |
| 11           | SR 16                      | SR 21 to CR 215                                 | 0.00%                                    | -                          | -         | 5,600            | 0.00%                       | No                          |
| 12           | SR 16                      | CR 215 to End of 4 lane                         | 0.00%                                    | -                          | -         | 5,600            | 0.00%                       | No                          |
| 13           | SR 16                      | End of 4 lane to SR 230                         | 0.00%                                    | -                          | -         | 2,290            | 0.00%                       | No                          |
| 14           | SR 16                      | SR 230 to Bradford County Line                  | 0.00%                                    | -                          | -         | 2,290            | 0.00%                       | No                          |
| 15           | SR 16                      | Shands Bridge                                   | 1.53%                                    | 262                        | 29        | 3,070            | 0.94%                       | No                          |
| 16           | SR 21                      | Duval County Line to Wells Rd.                  | 0.38%                                    | 65                         | 7         | 5,130            | 0.14%                       | No                          |
| 17           | SR 21                      | Wells Rd. to Kingsley Ave.                      | 0.10%                                    | 17                         | 2         | 5,390            | 0.04%                       | No                          |
| 18           | SR 21                      | Kingsley Ave. to Suzanne Ave.                   | 0.03%                                    | 5                          | 1         | 5,130            | 0.02%                       | No                          |
| 19           | SR 21                      | Suzanne Ave. to College Dr.                     | 0.33%                                    | 56                         | 6         | 5,130            | 0.12%                       | No                          |
| 20           | SR 21                      | College Dr. to Knight Boxx Rd.                  | 0.08%                                    | 14                         | 2         | 5,130            | 0.04%                       | No                          |
| 21           | SR 21                      | Knight Boxx Rd. to Old Jennings Rd.             | 0.13%                                    | 22                         | 2         | 5,390            | 0.04%                       | No                          |
| 22           | SR 21                      | Old Jennings Rd. to SR 23                       | 0.05%                                    | 9                          | 1         | 3,570            | 0.03%                       | No                          |
| 23           | SR 21                      | SR 23 to CR 220                                 | 0.05%                                    | 9                          | 1         | 3,570            | 0.03%                       | No                          |
| 24           | SR 21                      | CR 220 to Long Bay Rd                           | 0.00%                                    | -                          | -         | 3,400            | 0.00%                       | No                          |
| 24.1         | SR 21                      | Long Bay Rd to CR 218                           | 0.17%                                    | 29                         | 3         | 3,518            | 0.09%                       | No                          |
| 25           | SR 21                      | CR 218 to CR 215                                | 0.17%                                    | 29                         | 3         | 3,570            | 0.08%                       | No                          |
| 26           | SR 21                      | CR 215 to SR 16                                 | 0.00%                                    | -                          | -         | 3,070            | 0.00%                       | No                          |
| 27           | SR 21                      | SR 16 to CR 315                                 | 0.05%                                    | 9                          | 1         | 1,530            | 0.07%                       | No                          |
| 28           | SR 21                      | CR 315 to Bradford County Line                  | 0.04%                                    | 7                          | 1         | 2,290            | 0.04%                       | No                          |
| 29           | SR 23 (Branan Field Rd.)   | Duval County Line to Oakleaf Plantation Pkwy    | 0.24%                                    | 41                         | 5         | 1,250            | 0.40%                       | No                          |
| 29.1         | SR 23 (Branan Field Rd.)   | Oakleaf Plantation Pkwy to Old Jennings Rd.     | 0.24%                                    | 41                         | 5         | 3,250            | 0.15%                       | No                          |
| 29.2 (New 2) | Chalenger Dr.              | Oakleaf Plantation Pkwy to Old Jennings Rd.     | 0.05%                                    | 9                          | 1         | 2,040            | 0.05%                       | No                          |
| 29.3 (New 3) | Discovery Dr.              | Oakleaf Plantation Pkwy to Old Jennings Rd.     | 0.08%                                    | 14                         | 2         | 2,040            | 0.10%                       | No                          |
| 30           | SR 23                      | Old Jennings Rd. to SR 21                       | 0.24%                                    | 41                         | 5         | 3,250            | 0.15%                       | No                          |
| 31           | SR 100                     | Bradford County Line to CR 214                  | 0.00%                                    | -                          | -         | 800              | 0.00%                       | No                          |
| 32           | SR 100                     | CR 214 to Putnam County Line                    | 0.01%                                    | 2                          | -         | 1,690            | 0.00%                       | No                          |
| 33           | SR 224 (Kingsley Ave.)     | SR 21 to Orange Park                            | 3.50%                                    | 599                        | 66        | 3,400            | 1.94%                       | No                          |
| 34           | SR 230                     | Bradford County Line to SR 16                   | 0.00%                                    | -                          | -         | 2,290            | 0.00%                       | No                          |
| 35           | CR 209                     | SR 21 to CR 220                                 | 0.17%                                    | 29                         | 3         | 2,277            | 0.13%                       | No                          |
| 36           | CR 209                     | CR 220 to CR 739                                | 0.27%                                    | 46                         | 5         | 3,088            | 0.16%                       | No                          |
| 37           | CR 209                     | CR 739 to CR 739B                               | 0.28%                                    | 48                         | 5         | 1,521            | 0.33%                       | No                          |
| 38           | CR 209                     | CR 739B to CR 315B                              | 0.85%                                    | 145                        | 16        | 1,521            | 1.05%                       | No                          |
| 38.1         | CR 209                     | CR 315B to US 17                                | 0.75%                                    | 128                        | 14        | 1,521            | 0.92%                       | No                          |
| 39           | CR 218                     | SR 16 to CR 739                                 | 0.11%                                    | 19                         | 2         | 1,503            | 0.13%                       | No                          |
| 40           | CR 218                     | CR 739 to Thunder Rd.                           | 0.75%                                    | 128                        | 14        | 1,521            | 0.92%                       | No                          |
| 41           | CR 218                     | Thunder Rd. to SR 21                            | 0.62%                                    | 106                        | 12        | 1,521            | 0.79%                       | No                          |
| 42           | CR 218                     | SR 21 to S. Mimosa Ave.                         | 0.24%                                    | 41                         | 5         | 1,521            | 0.33%                       | No                          |
| 43           | CR 218                     | S. Mimosa Ave. to US 301                        | 0.22%                                    | 38                         | 4         | 1,521            | 0.26%                       | No                          |
| 44           | CR 220                     | US 17 to W. Lake Shore Dr.                      | 3.07%                                    | 525                        | 58        | 4,401            | 1.32%                       | No                          |
| 45           | CR 220                     | W. Lake Shore Dr. to Swim. Pen Creek Bridge     | 2.49%                                    | 426                        | 47        | 2,925            | 1.61%                       | No                          |
| 46           | CR 220                     | Swim. Pen Creek Bridge to College Dr.           | 2.28%                                    | 390                        | 43        | 2,925            | 1.47%                       | No                          |
| 47           | CR 220                     | College Dr. to Knight Boxx Rd.                  | 0.98%                                    | 168                        | 19        | 2,925            | 0.65%                       | No                          |
| 48           | CR 220                     | Knight Boxx Rd. to CR 209                       | 0.60%                                    | 103                        | 11        | 1,521            | 0.72%                       | No                          |
| 48.1         | CR 220                     | CR 209 to Baxley Rd                             | 0.51%                                    | 87                         | 10        | 1,521            | 0.66%                       | No                          |
| 49           | CR 220                     | Baxley Rd to SR 21                              | 0.15%                                    | 26                         | 3         | 1,521            | 0.20%                       | No                          |
| 50           | CR 220-B (Knight Boxx Rd.) | SR 21 to CR 220                                 | 0.22%                                    | 38                         | 4         | 3,060            | 0.13%                       | No                          |
| 51           | CR 224 (College Dr.)       | SR 21 to CR 220A                                | 1.09%                                    | 187                        | 21        | 3,060            | 0.69%                       | No                          |
| 52           | CR 224                     | CR 220A to CR 220                               | 1.23%                                    | 211                        | 23        | 3,060            | 0.75%                       | No                          |
| 53           | CR 315                     | SR 16 to CR 315B                                | 2.12%                                    | 363                        | 40        | 1,355            | 2.95%                       | No                          |
| 53.1         | CR 315                     | CR 315B to US 17                                | 0.46%                                    | 79                         | 9         | 1,355            | 0.66%                       | No                          |
| 53.2         | CR 315B                    | CR 209 to CR 315                                | 0.75%                                    | 128                        | 14        | 1,355            | 1.03%                       | No                          |
| 54           | CR 739                     | CR 209 to CR 739B                               | 0.00%                                    | -                          | -         | 3,015            | 0.00%                       | No                          |
| 55           | CR 739                     | CR 739B to CR 218                               | 0.00%                                    | -                          | -         | 3,015            | 0.00%                       | No                          |
| 56           | CR 739-B (Sandridge Rd.)   | Rolling View Blvd to CR 209                     | 0.15%                                    | 26                         | 3         | 1,161            | 0.26%                       | No                          |
| 56.1 (New 4) | CR 739-B (Sandridge Rd.)   | CR 739 to Rolling View Blvd.                    | 0.15%                                    | 26                         | 3         | 1,161            | 0.26%                       | No                          |
| 57           | Doctors Lake Dr.           | Orange Park to Greenridge Rd.                   | 0.16%                                    | 27                         | 3         | 1,161            | 0.26%                       | No                          |
| 58           | Doctors Lake Dr.           | Greenridge Rd. to Peoria Rd.                    | 0.00%                                    | -                          | -         | 1,161            | 0.00%                       | No                          |
| 59           | Moody Rd.                  | Doctors Lake Dr. to Suzanne Ave.                | 0.09%                                    | 15                         | 2         | 1,161            | 0.17%                       | No                          |
| 60           | Moody Rd.                  | Suzanne Ave. to Peoria Rd.                      | 0.11%                                    | 19                         | 2         | 1,161            | 0.17%                       | No                          |
| 61           | Old Jennings Rd.           | SR 21 to SR 23                                  | 0.17%                                    | 29                         | 3         | 3,230            | 0.09%                       | No                          |
| 61.1         | Old Jennings Rd.           | SR 23 to Long Bay Rd                            | 0.01%                                    | 2                          | -         | 1,606            | 0.00%                       | No                          |
| 62           | Peoria Rd.                 | College Dr. to Moody Rd.                        | 0.18%                                    | 31                         | 3         | 1,355            | 0.22%                       | No                          |
| 63           | Peoria Rd.                 | Moody Rd. to Doctors Lake Dr.                   | 0.06%                                    | 10                         | 1         | 1,355            | 0.07%                       | No                          |
| 64           | Wells Rd.                  | SR 21 to Orange Park                            | 0.22%                                    | 38                         | 4         | 3,015            | 0.13%                       | No                          |
| 65           | Cheswick Oaks Ave.         | Duval County Line to End of Pavement            | 0.00%                                    | -                          | -         | 1,521            | 0.00%                       | No                          |
| 66           | Baxley Rd                  | SR 21 to CR 220                                 | 0.17%                                    | 29                         | 3         | 1,355            | 0.22%                       | No                          |
| 67           | Long Bay Rd.               | Old Jennings Road to SR 21                      | 0.07%                                    | 12                         | 1         | 1,355            | 0.07%                       | No                          |
| 68 (New 1)   | Oakleaf Plantation Pkwy    | Argyle Forrest Blvd to Branan Field Chaffee Rd. | 0.06%                                    | 10                         | 1         | 3,060            | 0.03%                       | No                          |
| H            | First Coast Expressway     | Old Jennings Blvd. to SR 21                     | 14.06%                                   | 2,406                      | 266       | 6,700            | 3.97%                       | No                          |
| I            | First Coast Expressway     | SR 21 to CR 739B                                | 14.06%                                   | 2,406                      | 266       | 6,700            | 3.97%                       | No                          |
| J            | First Coast Expressway     | CR 739B to CR 218 Extension                     | 14.06%                                   | 2,406                      | 266       | 6,700            | 3.97%                       | No                          |
| K            | First Coast Expressway     | CR 218 Extension to SR 16                       | 14.06%                                   | 2,406                      | 266       | 6,700            | 3.97%                       | No                          |
| L            | First Coast Expressway     | SR 16 to US 17                                  | 14.65%                                   | 2,507                      | 277       | 6,700            | 4.13%                       | No                          |
| M            | First Coast Expressway     | US 17 to St. Johns County Line                  | 33.98%                                   | 5,816                      | 642       | 6,700            | 9.58%                       | Yes                         |
| N            | Oak Ridge Avenue           | SR 16 to Green Cove Avenue                      | 6.70%                                    | 1,147                      | 127       | 1,161            | 10.94%                      | Yes                         |
| O            | Oak Ridge Avenue           | Green Cove Avenue to Project Entrance           | 6.70%                                    | 1,147                      | 127       | 1,161            | 10.94%                      | Yes                         |
| P            | Oak Ridge Avenue           | Project Entrance to US 17                       | 4.32%                                    | 739                        | 82        | 1,161            | 7.06%                       | Yes                         |
| Q            | Green Cove Avenue          | US 17 to Oak Ridge Avenue                       | 3.35%                                    | 573                        | 63        | 1,161            | 5.43%                       | Yes                         |

| Roadway          | Termini                           | Year 2030<br>AADT | Project Traffic<br>Distribution |
|------------------|-----------------------------------|-------------------|---------------------------------|
| Oak Ridge Avenue | SR 16 to Project Entrance         |                   | 6.70%                           |
| Oak Ridge Avenue | Project Entrance to US 17         |                   | 4.32%                           |
| US 17            | SR 16 to Project Entrance         |                   | 40.35%                          |
| US 17            | Project Entrance to Outer Beltway | 17,890            | 48.63%                          |
| Outer Beltway    | US 17 to SR 13/16                 | 11,833            | 33.98%                          |
| Outer Beltway    | US 17 to SR 16 West               | 5,100             | 14.65%                          |

100.00%



# I. FUTURE LAND USE

[DRAFT 08/21]

**GREEN COVE**

*Spring*





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|           |  |             |
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## I. FUTURE LAND USE ELEMENT

### A. INTRODUCTION

#### 1. Purpose

The Future Land Use Element (FLUE) is intended to designate future land use (FLU) patterns that will best accommodate the projected population and development while minimizing adverse impacts on natural resources and maintaining essential public facilities and services.

The FLUE consists of an inventory and analysis of existing land use data and patterns, the projection of future land needs, objectives and policies as well as a land use map series. The Future Land Use Map (FLUM) and its associated policies will guide development in a 25-year planning horizon. Land development regulations and other tools will be used to implement the plan.

#### 2. General History

Just 30 miles south of Jacksonville Florida and 40 miles northeast of St. Augustine, Green Cove Springs lines the middle bend of the St. Johns River. Originally inhabited by native aboriginals thousands of years ago, the City first began to take shape in 1816 when George I.F. Clarke established the area's first large-scale lumbering operation.

In the 1850s, the area was often referred to as White Sulfur Springs before being renamed to Green Cove Springs in 1866. 'Green' refers to the lush, green vegetation in the area and the natural spring in the City, while 'Cove' refers to the bend of the St. Johns River on which the City was established. Continuing the timber legacy of George Clarke, Green Cove Springs' economy was sustained and amplified by the live oak harvesting industry. Moreover, livestock and hunting activities were increasingly prevalent within the area during the in mid-1800s. However, the area's main attractor of early settlers and tourists was the area's warm springs, which quickly grew in popularity with both Florida residents and traveling northerners in late 19<sup>th</sup> century. As a testament to the area's early tourism industry, several historic full-service hotels from this era continue to line the St. Johns River.

Shortly after this period, a third industry grew into significance: dairy farming. Gustafson's Farm opened in 1908, eventually becoming one of the largest privately-owned dairies in the southeast region of the United States. In 2004, the operation was purchased by Southeast Milk and changes in consumer taste forced the company to close its centurion Green Cove Springs doors in 2013, which caused a significant loss of local jobs and revenue.

Dairy farming was not the only economic stronghold to suffer. The great winter freeze of 1894-1895 inspired railroad owner Henry Flagler to extend his tracks further south towards what is now known as the City of Miami. After Henry Flagler's Florida East Coast (FEC) Railway offered northern Americans access to south Florida locations, such as Palm Beach and Miami, tourism activity greatly declined within Green Cove Springs.

Even with the success of the Gustafson Farm, Green Cover Springs suffered greatly from the American Great Depression of the early 1930s. Fortunately, the military installations, Benjamin Lee Field (renamed Naval Air Station Green Cove Springs) and Camp Blanding, encouraged economic recovery towards the end of the 1930s. The Naval Air Station was purchased by the City after its



1961 decommission but was eventually sold to the Reynolds Metal Company for the construction of the Reynolds Industrial Park with hopes for substantial job creation. The Park remains an important part of the City's future growth. Today, the City of Green Cove Springs thrives as a historic North Florida community balancing a manufacturing, health care, and retail trade economy.

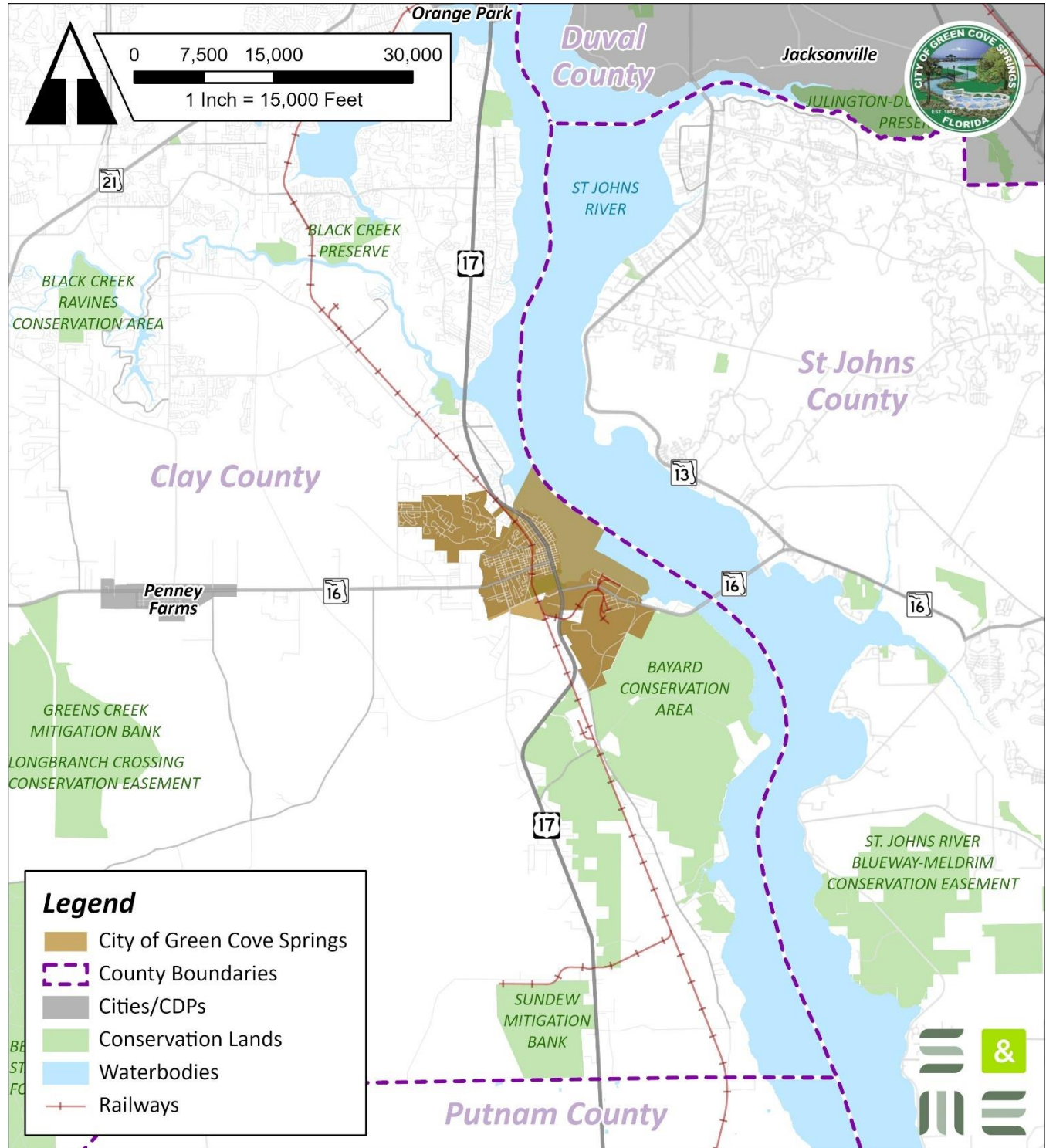
Green Cove Springs has served as the County Seat of Government for Clay County, Florida since 1871, preceding its incorporation as a town on November 2, 1874. Green Cove's last Comprehensive Plan update was in 2011. In 2010, the Census-recorded population was just under 7,000 residents and has grown nearly 16% through 2020. Activity and population increases are anticipated with the completion of the First Coast Expressway (Florida 23) - estimated to begin its final construction phase in 2023. Phase 2, which runs through Clay County, is currently under construction.

The First Coast Expressway will serve to connect the southwest quadrant of Jacksonville and I-10 to I-95 passing through the south side of Green Cove Springs. As shown in **Map I-1**, Green Cove Springs borders the St. Johns River, is directly south of central Jacksonville and north of central Palatka. The City's current boundaries are reflected in **Map 1-2**.





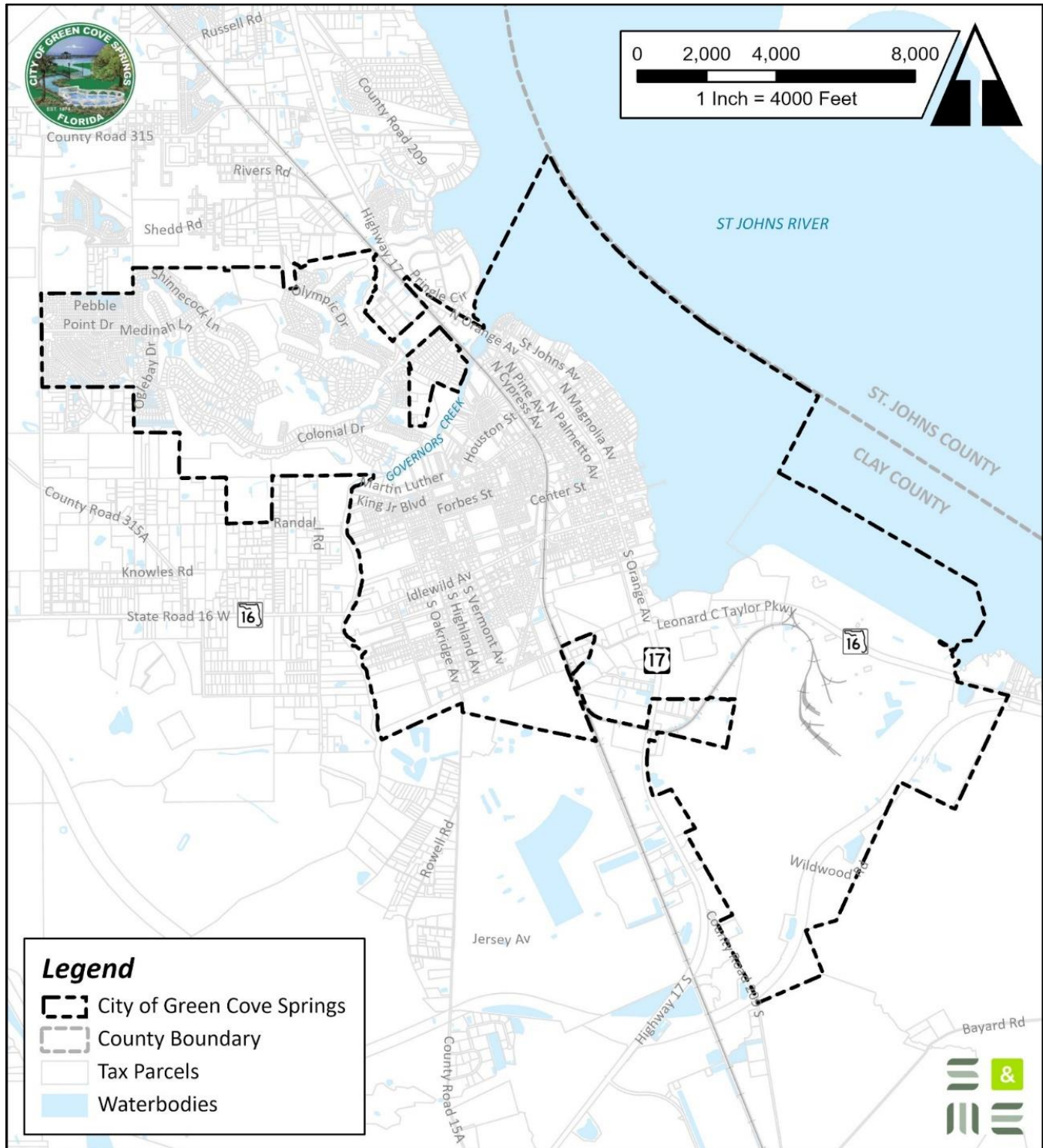
Map I - 1. Regional Context of Green Cove Springs, 2021



Sources: Florida Geographic Data Library (FGDL), Clay County, Clay County Property Appraiser, S&ME, 2021.



Map I - 2. Green Cove Springs City Boundary, 2021



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, S&ME, 2021.



## B. LAND USE DATA, INVENTORY, AND ANALYSIS

This section describes the current conditions found in the City of Green Cove Springs. Through the preparation of the Comprehensive Plan update, the City of Green Cove Springs staff and community identified a number of challenges and opportunities that they desired to address in the Plan. This section also describes those challenges and provides recommendations for addressing them. The Goals, Objectives and Policies contain specific direction to implement the recommendations.

### 1. Current Land Use Composition

**Table I-1** shows the acreage of land uses by category. This table and **Map I-3** show that the predominant use of land in the city is currently Industrial, covering about 35.2% of the City's total acreage—most of which can be traced back to Reynolds Park. The second most predominant land use is Low-Density Residential, covering approximately 21.5% of the Green Cove Springs' total land area. A brief description of each generalized land use category, along with their typical uses, is provided below.

**Table I - 1. Existing Land Use Composition**

| Land Use Category              | Acres        | Percent of Total | Acres under Conservation | Percentage Conserved |
|--------------------------------|--------------|------------------|--------------------------|----------------------|
| Agricultural                   | 18           | 0.4%             | 0                        | 0.0%                 |
| Low-Density Residential        | 1,016        | 21.5%            | 14                       | 0.3%                 |
| Medium-Density Residential     | 14           | 0.3%             | 0                        | 0.0%                 |
| High-Density Residential       | 41           | 0.9%             | 0                        | 0.0%                 |
| Commercial                     | 86           | 1.8%             | 0                        | 0.0%                 |
| Office/Professional            | 26           | 0.5%             | 0                        | 0.0%                 |
| Industrial                     | 1,666        | 35.2%            | 0                        | 0.0%                 |
| Public/Institutional           | 599          | 12.7%            | 0                        | 0.0%                 |
| Parks & Recreation             | 337          | 7.1%             | 37                       | 0.8%                 |
| Utilities, Right-of-Way, Other | 235          | 5.0%             | 0                        | 0.0%                 |
| Vacant                         | 695          | 14.7%            | 138                      | 2.9%                 |
| <b>Total</b>                   | <b>4,733</b> | <b>100.0%</b>    | <b>189</b>               | <b>4.0%</b>          |

Sources: Clay County Property Appraiser (Tax Parcel Shapefile), S&ME, 2021.

#### a. Agricultural

There is only one site in the City designated as agriculture and it is currently used for timber. It is located on the west side of the City, south of SR 16.

#### b. Low Density Residential

The low-density residential land use category includes housing accommodations such as single-family detached dwellings and mobile home units. As shown in **Table I-1** and **Map I-3**, low density residential encompasses nearly one-fifth of the total land in the City. It is the



predominant use north of Governors Creek and mixed with other uses in the central portion of the City.

### c. Medium Density Residential

The medium density residential land use category includes attached housing units such as duplexes, triplexes, and quadplexes. Medium residential uses are found in limited supply between US-16 (Idlewild Avenue) and Green Cove Avenue.

### d. High Density Residential

This designation includes multi-story apartments or condominiums. As shown on **Map I-3**, high density residential occurs sporadically throughout the central part of the City.

### e. Commercial

The commercial land use category accounts for less than two percent of the total land within the City and consists of a variety of retail and restaurant uses including, but not limited to, fast-food establishments, clothing stores, automobile service facilities, and similar uses. As shown on **Map I-3**, commercial uses are predominantly located along the US 17 corridor with a few scattered sites along Idlewild Avenue and the Leonard C. Taylor Parkway.

### f. Office/Professional

This land use designation describes lands that contain professional offices including medical complexes, office buildings, doctor's offices, and may include structures that have been converted from single-family homes to offices. Office uses comprise a very small percentage of the City's total land area and are found along US-17 and SR 16, but also around the Clay County Courthouse and scattered throughout the downtown area.

### g. Industrial

As noted in **Table I-1**, industrial uses encompass more than one third of the area of the City. These uses typically include manufacturing, assembly, processing, warehousing, wholesaling/distribution, heavy equipment repair, motor vehicle impoundment facilities, construction offices, and outdoor storage. In Green Cove Springs, the majority of the industrial land is in Reynolds Park with

only a few small, scattered sites in the southwest intersection of US-17 and the Leonard C. Taylor Parkway. Industrial activities in Reynolds Park include seafood processing, aviation technologies, railcar repair, pipe manufacturing and distribution, boat storage and manufacturing, and a private airport.





### h. Public/Institutional

Public/Institutional uses consist of public, semi-public and private not-for-profit uses, such as civic and community centers, conservation areas, hospitals, libraries, police and fire stations, and government administration buildings, as well as churches, social service facilities, cemeteries, nursing homes, emergency shelters, and similar uses. Educational facilities are also included in this category.



Compared to other jurisdictions, the City of Green Cove Springs has a large percentage of publicly owned lands. Public lands are scattered throughout the City, with two large areas at the intersection of Green Cove Avenue and the railroad (vacant property owned by the City).

### i. Parks & Recreation

The Parks and Recreation land use category is generally a subcategory of publicly owned land, but it also includes privately owned facilities such as golf courses. **Map I-3** shows the Magnolia Point golf course and City parks including Spring Park, Carl Pugh Park, Augusta Savage Friendship Park, and Vera Francis Hall Park.



### j. Utilities / Right-of-Way

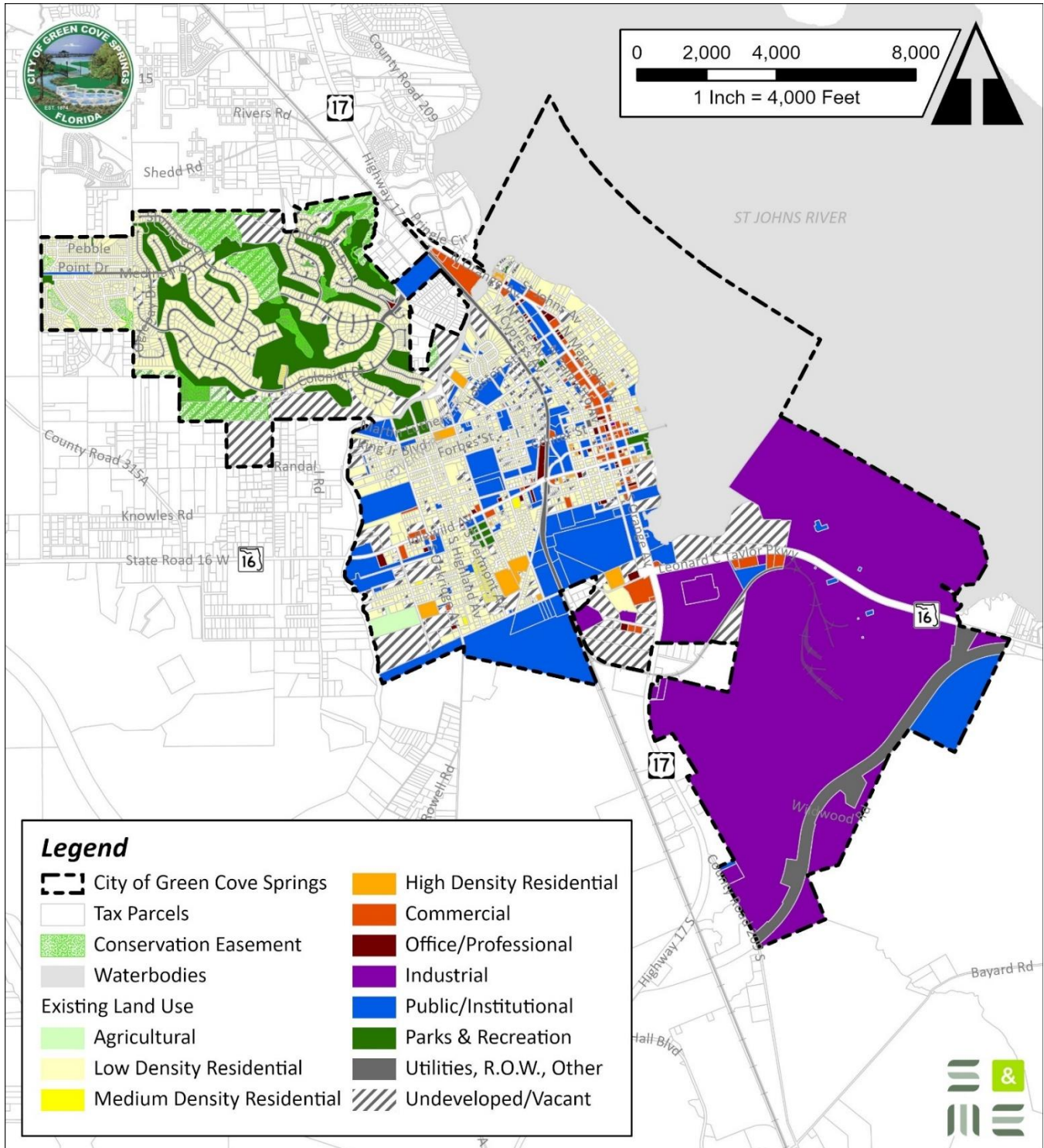
The Utility, Right-of-Way, Other land use category contains infrastructure designed to accommodate the City's diverse residential and nonresidential uses. This designation includes uses such as utility boxes, stormwater retention/detention facilities, the railroad, and some roadway rights-of-way.

### k. Vacant

The vacant classification refers to undeveloped or unimproved parcels and includes lots in subdivisions that have already been platted but are not developed. Vacant sites in Green Cove Springs include some large sites north and south of Magnolia Point and between Reynolds Park and downtown.



### Map I - 3. Existing Land Use Composition



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, S&ME, 2021.



## 2. Projected Population

Future population growth is the driving force behind future facility needs and land requirements. The 2010 population for the City of Green Cove Springs totaled 6,908 residents. The Census Bureau just recently released updated population estimates for 2020 showing that the City population was 9,786 (1,732 more residents than previously estimated).

For comprehensive planning purposes, Chapter 163 of the Florida Statutes requires local governments to plan for the estimated permanent and seasonal population projections using the Office of Economic and Demographic Research (EDR) (also known as BEBR) projections or a "professionally acceptable methodology." Given that BEBR only publishes projections for counties, and they have not updated Clay County's projections to reflect the new 2020 population estimates, the City utilized a three-step approach. To determine the City's future population,

First, City population projections were derived using a step-down analysis was that utilized using Clay County's population projections retrieved from the University of Florida's Bureau of Economics & Business Research (BEBR) and . This form of analysis assumes that the City will maintain will have a proportionate share of the Clay County's projected growth (3.668%). This form of analysis assumes that the City will have a proportionate share of Clay County's projected growth (3.668%).

Second, the City identified the population growth rate for each 5-year increment assigned by BEBR to Clay County and applied that rate to the updated 2020 Census population figure.

Third, the City considered However, there are two major developments that will have an impact on the City's population projections: *St. Johns Landing* (an existing multi-family apartment complex featuring 392 units housing 962 residents) which is expected to be annexed into the City by 2025 and *Ayrshire*, a planned residential community that is expected to develop up to 2,100 units through 2040. Assuming that Ayrshire will: (1) develop incrementally over a period of 20 years, (2) produce all 2,100 of its permitted dwelling units, and (3) house approximately 2.454 persons per unit (U.S. Census Bureau, 2010), it is anticipated that 131 units (housing 321 residents) will be developed by 2025 and 656 additional units (housing 1,611 residents) will be produced every five years after that until the project is built out by 2040.

Based upon this methodology and set of assumptions, it is projected that the City will grow to 16,52918,768 residents by the 2045 planning horizon, as shown in **Table I-2**.

According to the most recently available housing data from the U.S. Census Bureau, the City currently possesses a negligible number of seasonal housing units. As a result, seasonal housing units (nor populations) were included in the projections.

**Table I - 2. Population Estimates and Projections, 2010-2045**

| Year        | Clay County | Green Cove Springs                                |                                     |
|-------------|-------------|---|-------------------------------------|
|             |             | <u>Green Cove Springs Based on 2020 Estimates</u> | <u>Based on updated Census Data</u> |
| <b>2010</b> | 190,865     | 6,908   | <u>6,908</u>                        |



| Year | Clay County                    | Green Cove Springs                                |                                     |
|------|--------------------------------|---|-------------------------------------|
|      |                                | <u>Green Cove Springs Based on 2020 Estimates</u> | <u>Based on updated Census Data</u> |
| 2020 | 219,575 (218,245) <sup>1</sup> | 8,054   | 9,786 <sup>1</sup>                  |
| 2025 | 237,300                        | 9,988   | 11,859                              |
| 2030 | 252,400                        | 12,152  | 14,143                              |
| 2035 | 264,600                        | 14,210  | 16,297                              |
| 2040 | 274,800                        | 16,195  | 18,363                              |
| 2045 | 283,900                        | 16,529  | 18,768                              |

*Note:*<sup>1</sup> 2020 population estimates released in August 2021.

Sources: City of Green Cove Springs, S&ME, University of Florida BEBR, 2021.

### 3. Historic Resources

The City of Green Cove Springs has a large number of historic resources and a historic district listed in the National Register of Historic Places. The district, bounded by Bay Street, the railroad tracks, Center Street, Orange Avenue, St. Elmo Street and the St. Johns River, was designated in 1991 and contains 63 contributing structures. Additionally, there are two individual structures listed in the National Register:

- Clay County Courthouse on Brabantio Avenue (added in 1975)
- St. Mary's Church on St. Johns Avenue (added in 1978)

The City does not have a local register of historic structures or a historic preservation ordinance. Historic resources within the City are shown in **Map I-4**.





**INSET MAP 1**

**INSET MAP 2**

**Legend**

- City of Green Cove Springs
- Tax Parcels
- Waterbodies
- Surveyed Resource Groups
- Resource Groups Listed on the NRHP
- Surveyed Cemeteries
- Surveyed Bridges
- Surveyed Structures
- Structures Listed on the NRHP

0 2,500 5,000 10,000  
1 Inch = 5,000 Feet

ST JOHNS RIVER

**INSET MAP 1**

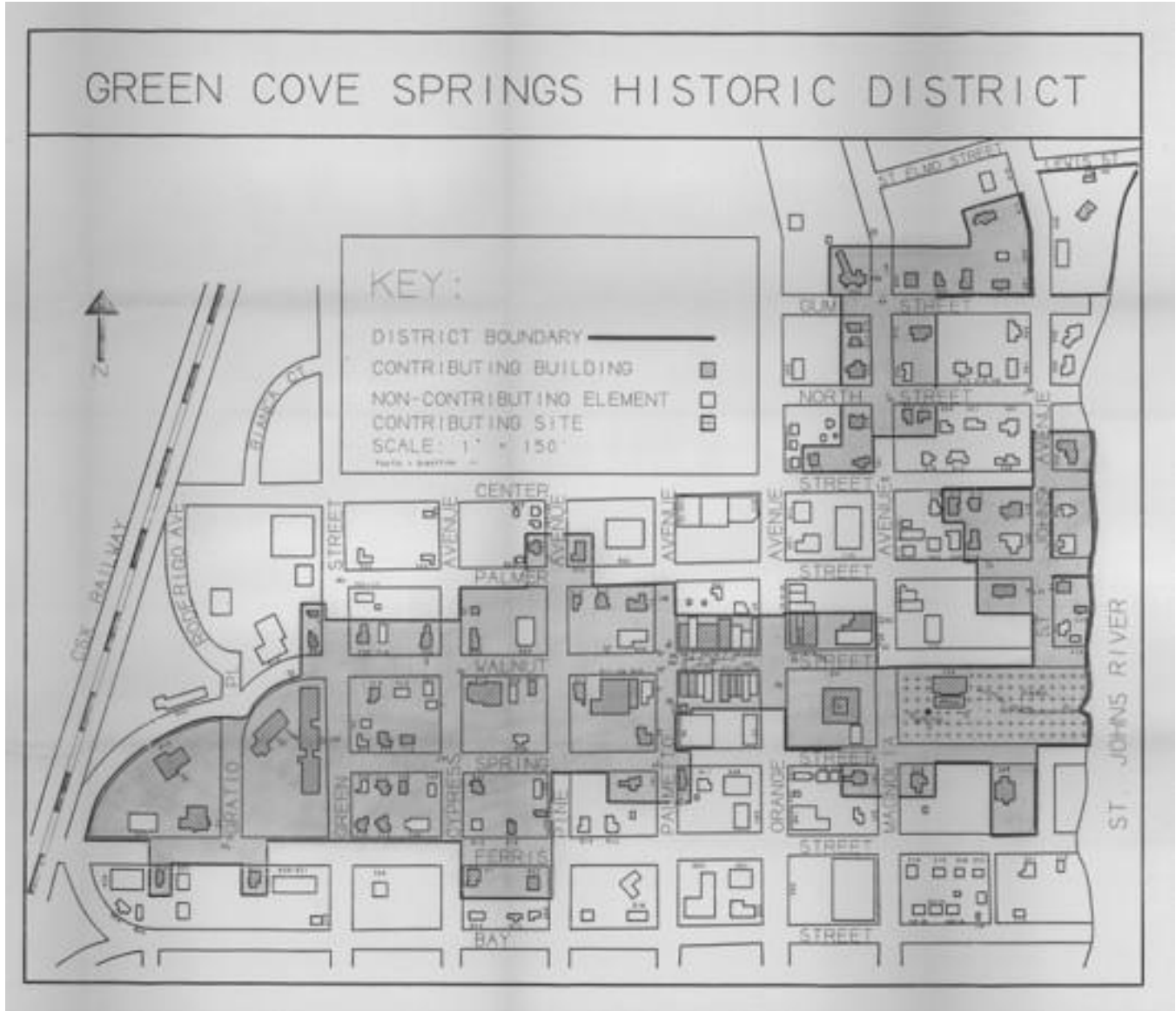
**INSET MAP 2**

City of Green Cove Springs, Florida

[DRAFT 08/21]



Map I - 5. National Register Historic District





#### 4. Natural Resources

The ability of land to support development is a major determinant in land use patterns. The City of Green Cove Springs is located along the St Johns River and its coastal environment is one of the main points of attraction for the City. The following sections describe the natural environment within the City. [STAFF, PLEASE FILL IN THIS SECTION BASED ON THE CONSERVATION ELEMENT D&A]

##### a. Water Bodies, Wetlands, and Floodplains

[CITY STAFF TO COMPLETE]

##### b. Soils

[CITY STAFF TO COMPLETE]

#### 5. Public Facilities & Services

##### a. Roadways

The City is served by two FDOT roadways, US 17 which runs north-south, and SR 16 which runs east-west. In the near future, another major roadway will be added to the area, the First Coast Expressway, offering a fast route into the City from the south. This was one of the challenges and opportunities brought up and discussed during the public input session. A future interchange at US 17 will certainly have an effect on traffic conditions in the City. The Transportation Element addresses this topic in greater detail. As it relates to land use, the City and Clay County are expected to see increasing development pressures along US 17, with proposals for uses typically located at interchanges (i.e., gas stations, fast food restaurants, and possibly hotels). US 17 at this location is a major gateway into the City. Therefore, the City will need to ensure land development regulations guide development in that area in a manner that is consistent with the City's vision. Coordination with the County will also be necessary as the corridor is mostly in the unincorporated area.

##### b. Utilities & Services

[CITY STAFF TO COMPLETE]

##### c. Airports

Green Cove Springs includes Reynolds Airpark, a former Naval Air Station that was decommissioned in 1961 and is currently used as a private airport. It was reported in 2020 that nine aircrafts were based at the airfield. Plans to upgrade the airfield have been considered in the past but have yet to be implemented.

The airport's 5,000-foot runway is recorded as being in poor condition. The flight service station is located at the Gainesville Airport (GNV), 54 miles away, and air traffic control is routed through Jacksonville International Airport (ZJX), 45 miles away.



#### d. Military Installations

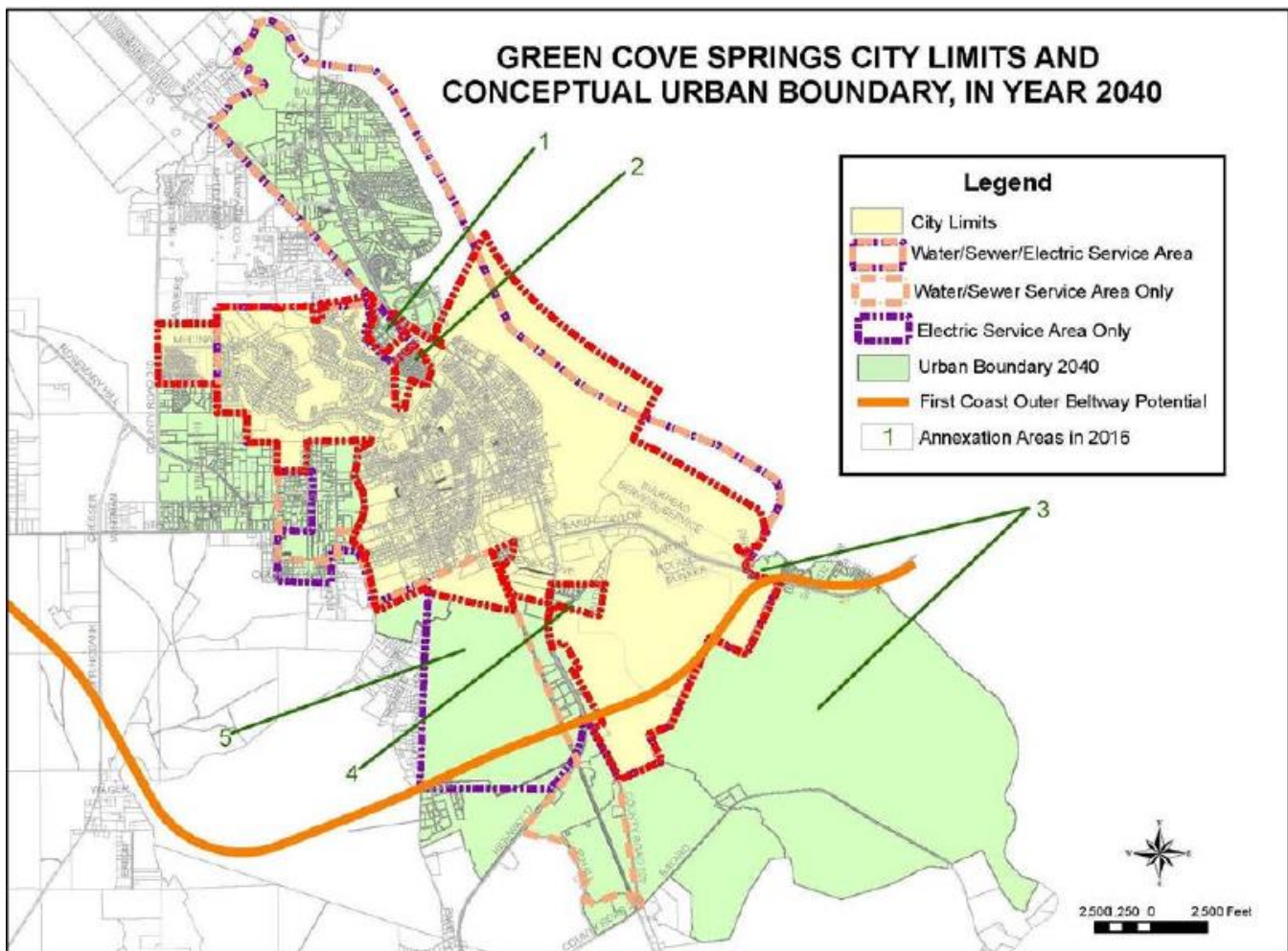
There are no military installations since the decommissioning of US Naval Air Station Lee Field in 1961.

#### e. Annexations

The City prepared a detailed study in 2016 describing areas that the City would consider for future annexation. These annexations would eliminate existing enclaves and represent a logical extension of City boundaries to areas already included in the City's water and sewer service area.

**Map I-6** depicts the five annexation areas, which are described below. The study did not address the potential annexation of the St. Johns Landing, a 392-unit apartment complex located just north of the Governors Creek. This annexation became a priority after 2016.

**Map I - 6. Potential Annexation Areas**



Source: City of Green Cove Springs, 2016.



**Area #1**, Harbor Road Industrial Park, contains 44 acres in 22 parcels and is currently developed as an industrial park.

**Area #2**, Governors Creek/Travers Road/Gator Bay Subdivision, contains a 62-lot single-family subdivision which is currently served by city water and electric service.

**Area #3**, S.R. 16 East and Bayard Conservation Area, provides a logical extension of the City limits to the St. Johns River. The Bayard Conservation area is owned by the St. Johns River Water Management District and annexing a portion of it will allow for connectivity with trails being constructed and planned within the city limits.

**Area #4**, Hall Park Road, comprises 52 acres of industrial properties spread across nine individual parcels. The parcels are within the City's water/wastewater and electric service areas.

**Area #5**, Gustafson Property, the location of the former Gustafson Dairy operation, contains 1,018 acres spread across two parcels. This annexation will allow the City to have land use control over the redevelopment of the site. The property is in the City's electric service area. The annexation of this property is currently under review and expected to be adopted by the City in the latter half of 2021.

## 6. Community Character

The growth of Green Cove Springs has remained relatively steady over the last several decades, but the introduction of the First Coast Expressway with an interchange at US 17 will undoubtedly change the pace of development. Recent development proposals hint at large subdivisions being planned for this part of town. The fate of the Reynolds Park property may also change and past plans to convert the site into a mixed-use development may start to realize. While the residential growth and the additional jobs that new mixed-use development may bring are welcome in the community, special attention needs to be given to the character of the community. This section addresses various components of the City and the possibilities for improvement and preservation.

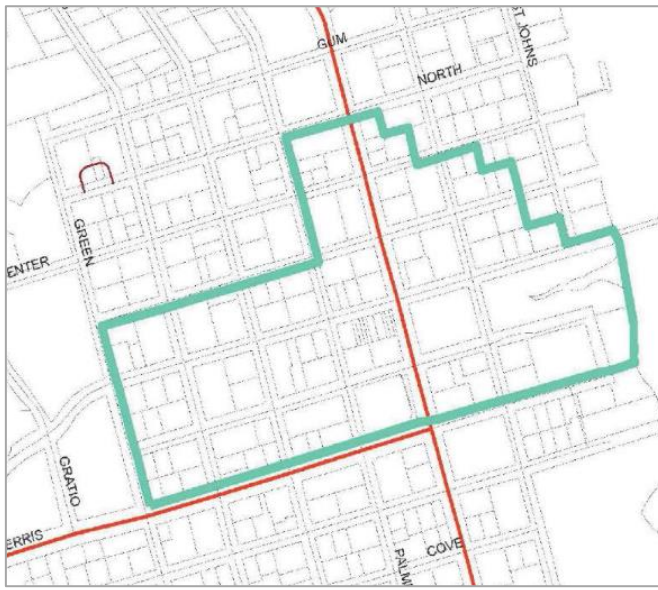
*Urban Form* plays a key role in shaping the character of a community. City residents have expressed concerns regarding the physical development of the City and the fact that new development does not reflect a clear/defined character that fits in with the vision they have for the community. The recommendations mentioned in this section contain a physical planning framework for various parts of the City to improve the quality of life and to ensure that new development shapes the City into a unique community that residents can identify with.



### a. Downtown

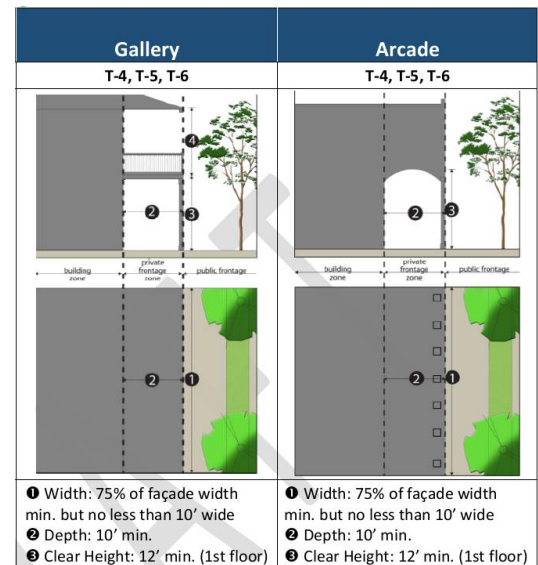
The City has a Future Land Use category and a zoning district designating the downtown area of the City as the *Central Business District* (see **Map I-7**). While that boundary represents the tight core of the original downtown, development in the surrounding area indicates the need to expand those boundaries to include some of the US 17 commercial corridor north of Walnut Street, the traditional grid west of US 17 and the historic district east of US 17, past Gum Street.

### Map I - 7. Central Business District



There were three topics related to downtown discussed during the public engagement process: *urban form*, *parking*, and the need to boost *redevelopment* in the area.

- Urban Form** is a top priority in the downtown area. The City needs to ensure the traditional block layout in the area is maintained, historic buildings are rehabilitated, and future development is consistent with a vision of a quaint but active and pedestrian-friendly downtown. Residents seem to agree with allowing additional building height (mid-rise) but prefer more traditional lot layout (buildings up to the street) and architecture. The FLUE Goals, Objectives and Policies need to ensure the realization of this vision through the implementation of Land Development Code amendments, including the adoption of Form Based Code (FBC) regulations.





- A FBC is a “land development regulation that fosters predictable built results and a high-quality public realm by using physical form (rather than separation of uses) as the organizing principle for the code” (Form-Based Codes Institute, 2021). By adopting a FBC for the downtown area, the City can require new development and redevelopment to be consistent with the downtown’s desired building form, ensure compatibility between structures, and promote greater accessibility between developments.
- **Parking** has been an issue in the City core. Given the historic character of the area, there are many businesses that do not have formal parking lots and rely solely on on-street parking. Additionally, there are some uses in the downtown that, due to the nature of their operation, require large amounts of parking for events (e.g., weddings at the Clay Theater, public meetings at City Hall, events such as Food Truck Fridays, etc.). The City needs to assess the current demand and availability of public and private parking spaces in the downtown area and plan for future redevelopment activities.
  - **Redevelopment** is imperative to achieve the vision of a vibrant downtown. While some buildings are expected to remain, there are others that would require redevelopment of the site. Additionally, there are vacant sites that could accommodate new development. During the public engagement sessions, residents and business owners asked what the City could do to help them in that effort. One tool that the City should consider to spur redevelopment in the downtown is the creation of a Community Redevelopment Agency/Area. The City tried once before but was unsuccessful obtaining approval from Clay County. Such as tool could provide some funding for capital projects within the downtown, which would spur redevelopment.

#### b. Gateway Corridors

In addition to the focus on downtown, the City will also need to address the future of the US 17 and SR 16 corridors as they represent gateways into the City. Most of the development along these corridors includes commercial uses, some of which have preserved an urban pattern (closer to downtown), but others are starting to adopt a suburban pattern that relies heavily on vehicular transportation for access and visibility. If that trend is allowed to continue, the City will start losing its character and start resembling the endless suburban commercial corridors that are seen throughout the state, flanked by expansive parking lots and big box retailers behind the sea of parking, with very little to no regard for pedestrians and bicyclists.





In the future, development along the City's major transportation corridors should consist of a mix of uses, ranging from commercial to office and even multi-family residential, which can all take advantage of the accessibility and connectivity with other parts of the City and surrounding jurisdictions. Strip development should be limited and shared facilities and services, such as parking and stormwater, encouraged.

### c. Reynolds Park

Reynolds Park was formerly part of a Navy Base, which was decommissioned in 1961. The land was acquired by Reynolds Metal Company and established the Reynolds Industrial Park in 1965. The Park includes industrial and manufacturing activities, such as seafood processing, aviation technologies, railcar repair, pipe manufacturing and distribution, and boat storage and manufacturing, in addition to a private airport.

In 2010, the City of Green Cove Springs annexed the property and changed the future land use designation from Industrial to Mixed-Use Reynolds Park (MURP), opening the door to the redevelopment of more than 1,700 acres into a variety of uses, including residential, commercial/office and industrial/office, interspersed with recreational, open space and conservation areas with trails. There is currently not a single individual or firm planning to redevelop the entire site; the property may be redeveloped in pieces by different developers following the directives of the MURP.



This Comprehensive Plan Update plans to retain that MURP designation as it was adopted in 2010. However, the City is interested in connecting the downtown to Reynolds Park through bikeways/trails. With the construction of the First Coast Expressway and new bridge, this trail could then extend to the future fishing pier (old Shands bridge).

### d. The Waterfront

The City of Green Cove Springs has approximately four miles of frontage along the St. Johns River. However, there are just a few spots left where the public can access that waterfront. Those few spots that are owned by the City should retain that access. The City also owns several vacant riverfront properties. While the environmental features will not permit intensive development, the City will consider trails and recreation uses that would allow for access to the waterfront. Two key opportunities for this area include the land at the intersection of SR 16 East and US 17 and the State-owned site just across the Governors Creek bridge. The first one can help make the trail from downtown to Reynolds Park and the Shands bridge fishing pier a reality. The site



across the Governors Creek bridge is not currently within City limits, but as noted above, it is a site targeted for future annexation. This site also represents a gateway into the City.



*Green Cove Springs Pier*



*View from Governors Creek Site*

### **e. Housing**

The community expressed interest in ensuring the location of affordable housing in the City. Habitat for Humanity has been building numerous homes in the area, but few opportunities exist for multi-family dwellings.

The housing stock of Green Cove Springs is predominately comprised of single family detached dwellings, with limited options available for those who desire and/or necessitate more dense housing types, such as tiny homes, townhomes, condominiums, multi-family apartments, and accessory dwelling units. This lack of housing diversity (in tandem with regional, state, and national economic factors outside of the City's control) creates a market that is largely unaffordable to individuals or families who are unable to purchase or rent a single family home. These individuals/families often include persons belonging to vulnerable populations, such as the elderly and minorities, but also include essential workers who would prefer to live in the communities in which they serve, like police officers, firemen, teachers, nurses, and medical personnel.

The Housing Element discusses a range of options for increasing the affordability and diversity of its housing stock. A sample of the potential options explored within the Housing Element includes:

- Subsidizing impact fees for affordable housing projects
- Permitting accessory dwelling units in all residential zoning districts
- Expediting the development review process for affordable housing developments
- Reserving infrastructure and service capacities for new multifamily structures
- Establishing a surplus lands inventory of locally owned public lands and selling or donating these lands for affordable housing projects
- Eliminating or reducing parking, lot size and setback requirements affordable homes



- Offering development bonuses and incentives for locating apartments within the downtown area
- Allowing height and density bonuses for developments which provide affordable units

The Housing Element includes a more detailed discussion on housing diversity (cost and type).

#### **f. Parks and Trails**

When asked about priority improvements in the City, a majority of attendees expressed the desire to invest in parks and recreation, including safe pedestrian and bicycle trails. The Recreation and Open Space Element described the available opportunities at present and the needs that future growth will bring. While levels of service are typically measured in acres per 1,000 population, it is also imperative that the City address the location and types of parks provided. Detailed surveys and studies will need to be undertaken in the future to determine the types of parks (active, passive, fields and courts) that the community needs to sufficiently accommodate the City's existing and projected population.

#### **g. Urban Sprawl**

The City of Green Cove Springs is a small community that has not experienced a lot of development in the last 20 years. However, the construction of the First Coast Expressway will revitalize interest in bringing new development to the City. As new subdivisions and commercial developments are proposed, the City will need strong policies and regulations in place to ensure compact and pedestrian- and environmentally-friendly development. Connectivity must be also addressed to prevent the degradation of major roads and the quality of life for current residents.



## C. FUTURE LAND USE

In an effort to create an orderly, logical, desirable, and efficient pattern of growth, the City of Green Cove Springs has designated each parcel of land within its jurisdiction a future land use (FLU) category. The designation of Future Land Use categories on the City's FLUM allows the City to broadly determine the type, intensity, and density of uses developed within each property. The former FLUE established 14 future land use categories. The set included four separate residential categories, four commercial categories (including the CBD category which was not depicted on the FLUM), and three mixed-use categories. The new FLUM has consolidated some of those categories into fewer, general categories. This map provides a cleaner picture of the future character of the City, while the zoning map and land development regulations address the intensity of development in different parts of the City.

### 1. Future Land Use Categories

The City's FLU categories are listed in **Table I-3**, shown on **Map I-8**, and described below. The density and intensity figures represent ranges to be adjusted through zoning. The Neighborhood category, for instance, will be implemented by one zoning district that allows up to four dwelling units per acre, another allowing up to 20 dwelling units per acre, and one or more districts which permit densities between those two. Similarly, some zoning districts may allow support uses while others restrict uses to residential.

**Table I - 3. Future Land Use Categories**

| <b>Future Land Use Category<br/>[PRIOR FLUC]</b>                | <b>Intended Uses</b>   | <b>Max. Density<br/>(Units per Acre)</b> | <b>Max. Intensity<br/>(Floor Area Ratio)</b> |
|---|--|--|--|
| <b>NGH: Neighborhood</b><br>[RLD, RMD, RHD, RRF]                | A wide range of residential dwellings, public/institutional uses (e.g., schools, churches, and recreation facilities), and neighborhood-level office uses.   | 4 to 20                                  | 0.2  |
| <b>DT: Downtown</b><br>[RLD, RMD, RHD, CLI, CMI, CHI, INS, REC] | A wide range of residential dwellings at varying densities, a diverse array of commercial activities at varying intensities, and public/institutional uses (e.g., schools, churches, and recreation facilities).   | Up to 30 (40 with bonus)                 | 2.0  |
| <b>MU: Mixed-Use</b><br>[CLI, CMI, CHI, MUH]                    | A diverse array of commercial, office, and industrial uses at varying intensities.   | Up to 20                                 | 1.0  |
| <b>MURP: Mixed-Use Reynolds Park</b><br>[MURP]                  | A wide range of residential dwellings at varying densities, a diverse array of commercial activities at assorted intensities, water-dependent uses, and public/institutional facilities and spaces (e.g., schools, churches, and recreation facilities). | 16 to 40                                 | 0.4 to 4.0                                   |



| Future Land Use Category<br>[PRIOR FLUC] | Intended Uses   | Max. Density<br>(Units per Acre) | Max. Intensity<br>(Floor Area Ratio) |
|--|---|----------------------------------|--------------------------------------|
| <b>EC: Employment Center</b><br>[IND]    | Industrial activities which can include light and heavy manufacturing, distribution, and storage facilities.  | None                             | 0.6                                  |
| <b>PUB: Public</b><br>[INS, REC, CON]    | Public (e.g., government facilities, utilities, civic, cultural and recreation facilities), institutional uses (e.g., schools, churches), conservation lands, and similar activities. | None                             | 0.3                                  |

Sources: City of Green Cove Springs, S&ME, 2021.

### a. Neighborhood

The purpose of the Neighborhood future land use category is to accommodate predominantly residential uses and support uses such as public/semi-public uses, recreation sites and schools. This use category also permits neighborhood-scale professional, medical, and dental offices, where appropriate. The zoning map and land development regulations will determine the location of a variety of housing types and densities. The maximum density for single-family neighborhoods will be kept at a lower density, while higher densities are allocated to some waterfront sites and areas appropriate for multi-family.



### b. Downtown

The Downtown category corresponds to the central part of the City and is expected to include a variety of uses including commercial, lodging, office, high density residential, recreation, schools and public/semi-public uses. Development bonuses will be provided in the land development code to incentivize vertical mixed-use, which is preferred but not required. This category and the Reynolds Park Mixed-Use category will allow the densities, but the Downtown category will allow the highest intensity of development.





### c. Mixed-Use

This category represents areas of the City lining up the major transportation corridors (US 17, SR 16) and Martin Luther King Jr. Boulevard. Just like the Downtown category, Mixed-Use will include a variety of uses such as retail commercial, heavy commercial, lodging, office, high density residential, recreation, schools and public/semi-public uses. The Zoning Map and land development regulations will determine where these uses would be most appropriate. The intensity of development and urban form along the corridors will, however, be different than the Downtown category as there will most likely be a predominance of single uses. Regulations will need to account for the fact that these corridors are flanked by residential uses and will require adequate separation and buffering. Similarly, the zoning and land development regulations will determine where the more intensive commercial uses (auto sales, service and repair, warehousing, and similar uses) are appropriate based on proximity to residential, façade continuity and accessibility. Zoning regulations will incentivize the horizontal or vertical integration of uses, internal trip capture, and an overall high-quality environment for living, working, and visiting.



### d. Mixed-Use Reynolds Park

This category is established to implement the redevelopment of Reynolds Park. Allowable uses include residential, commercial, office, lodging, health care, education, industrial, public/semi-public, recreation, and water-dependent uses. The Three Mile Swamp (approximately 142 acres) is an exception as only passive recreation uses are allowed in that portion of Reynolds Park.



The Goals, Objectives and Policies establish use percentages to ensure a mix is achieved over the 2045 planning period. Those percentages are intended to apply to Reynolds Park as a whole, not to individual sites. During the next evaluation of the City's Comprehensive Plan (required every seven years), the City will assess progress and determine if the percentages are working or if they need to be modified.



Source: Burke Design.

#### e. Employment Center

This category consists primarily of light and heavy manufacturing, heavy commercial, distribution and storage, with complementary office uses.

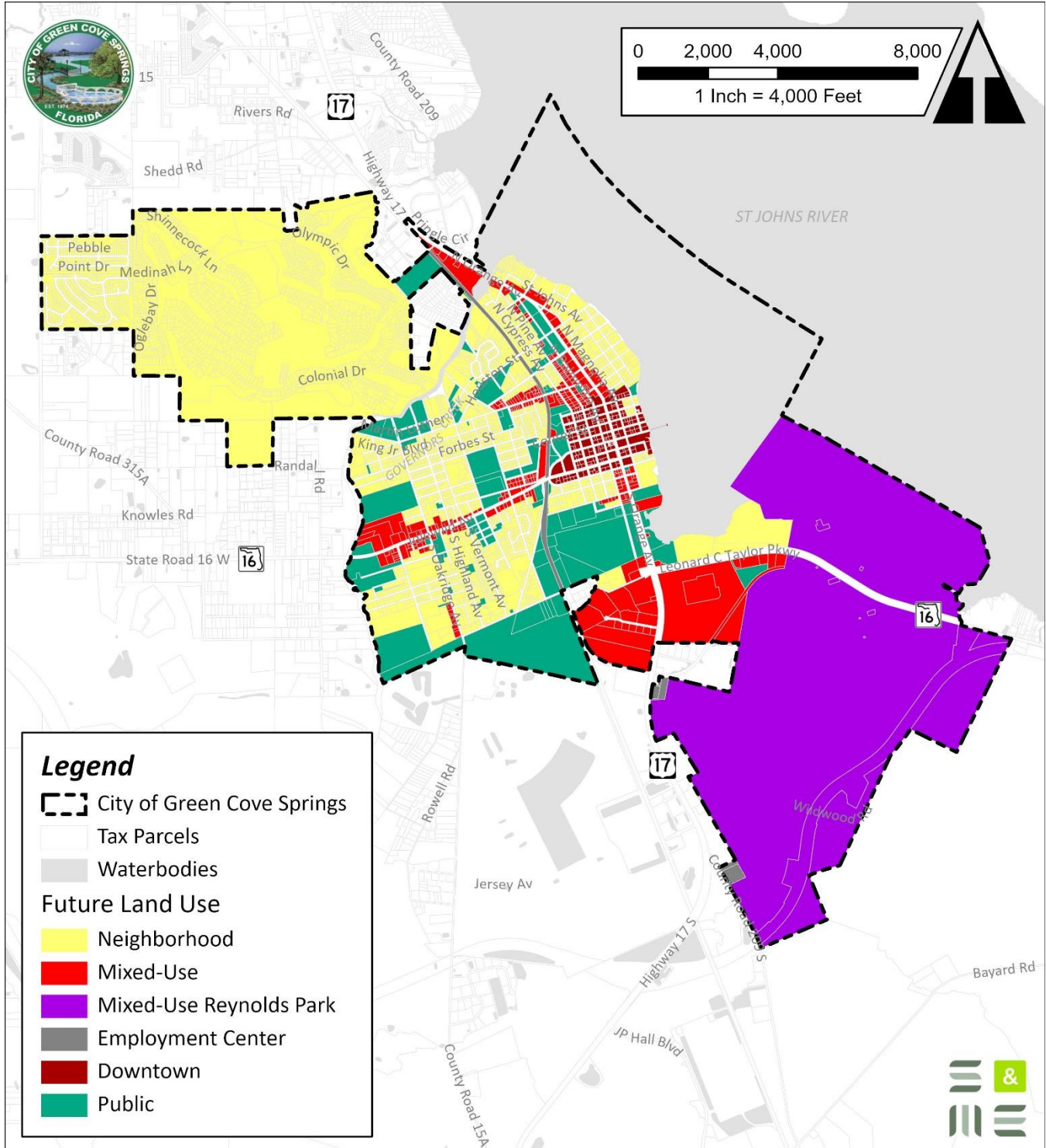
#### f. Public/Institutional

This category is intended to accommodate civic, cultural, government, religious, utilities, and other public necessity uses. The Future Land Use Map reflects sites that are currently occupied by such uses. The uses allowed in this category are also allowed in other land use categories. However, whenever such uses are proposed in the Neighborhood category and occupy more than one acre in size, they will require a future land use amendment to public/institutional. Conservation uses are exempt from this provision.





# Map I - 8. Future Land Use Map, 2045



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, S&ME, 2021.



## 2. Holding Capacity Analysis

This section compares the carrying capacity of the land, based on the adopted FLUM, with the population projections for the City. **Table I-4** shows the carrying capacity of the FLUM. The carrying capacity calculation includes the acreage of developable 'vacant' land and 'underutilized' sites (where a developed property's land value is greater than or equal to the value of buildings) and assume that new development will utilize the maximum density allowed by their FLU designation while previously developed properties will retain their existing density (unless considered underutilized by this analysis). **Map I-9** shows the FLU designation of vacant lands. **Map I-10** shows the designation of underutilized sites.

The following assumptions were made in the calculation of holding capacity:

1. The vacant land within the **Neighborhood** category will be developed at various densities: Approximately 80% will develop at four dwelling units per acre, 10% at eight dwelling units per acre, and 10% at 20 dwelling units per acre. A factor of 75% has been applied to account for areas designated Neighborhood that will be developed with non-residential support uses.
2. The **Downtown** category allows residential, but there are only four acres of vacant land and 14.9 acres of underutilized sites today. Unless there is redevelopment of the underutilized sites, there would only be 48 new multi-family units added. If it is assumed that the core of the Downtown (Walnut Street) will be redeveloped with vertical mixed-use developments within the planning timeframe of this plan, that number could be at least doubled. **Table I-4** shows a total of 214 potential units.
3. For **Mixed-Use**, it is assumed that at least 20% of the developable land will be used for multi-family development.
4. The timeline for the redevelopment of the **Mixed-Use Reynolds Park** site is uncertain. The property is not vacant at present time, so it does not appear in **Table I-4** as producing any dwelling units within the planning period of this plan. The opening of the FCE interchange may trigger activity on the site. The Goals, Objectives and Policies limit the number of units that can be developed on the site to 3,919.

**Table I-4** shows that, based on acreage available for development and redevelopment, the City could accommodate an additional 3,317 dwelling units by the year 2045 which, when multiplied by 2.454 persons per household (US Census Bureau, 2010), would equal **8,140 residents**. As noted previously, the City population projections prepared by S&ME revealed that the population is expected to increase by **8,4758,982 residents** by the year 2045, for a total of **16,52918,768 residents**. Therefore, this expected increase in population can be accommodated within City limits through the year 2035. Additional capacity is available may be needed at that time to address changes in growth that may be triggered by the opening of the First Coast Expressway interchange at US 17 and future economic development and redevelopment efforts which the City plans to undertake.





Table I - 4. Future Land Use Categories and Residential Holding Capacity, 2020-2045

| Future Land Use Category | Total Acres    | Vacant Acres | Underdeveloped Acres | Environmentally Sensitive Lands | Developable Acres | Residential (%) | Max. Density (du/ac) | Holding Capacity (dwelling units) |
|--------------------------|----------------|--------------|----------------------|---------------------------------|-------------------|-----------------|----------------------|-----------------------------------|
| NGH                      | 1,942.5        | 520.0        | 378.3                | 376.5                           | 521.8             | 80%             | 4                    | 1,670                             |
|                          |                |              |                      |                                 |                   | 10%             | 8                    | 220                               |
|                          |                |              |                      |                                 |                   | 10%             | 20                   | 549                               |
| DT                       | 74.1           | 4.0          | 14.9                 | 1.1                             | 17.8              | 40%             | 30                   | 214                               |
| MU                       | 400.6          | 134.9        | 50.0                 | 18.7                            | 166.2             | 20%             | 20                   | 665                               |
| MURP                     | 1,735.0        | 0.0          | 0.0                  | 0.0                             | 0.0               | 0%              | 40                   | 0                                 |
| PUB                      | 543.9          | 35.2         | 58.9                 | 22.4                            | 71.7              | 0%              | 0                    | 0                                 |
| EC                       | 36.7           | 0.4          | 7.2                  | 0.0                             | 7.6               | 0%              | 0                    | 0                                 |
| <b>TOTAL</b>             | <b>4,732.8</b> | <b>694.5</b> | <b>509.3</b>         | <b>418.7</b>                    | <b>785.1</b>      | <b>n/a</b>      | <b>n/a</b>           | <b>3,317</b>                      |

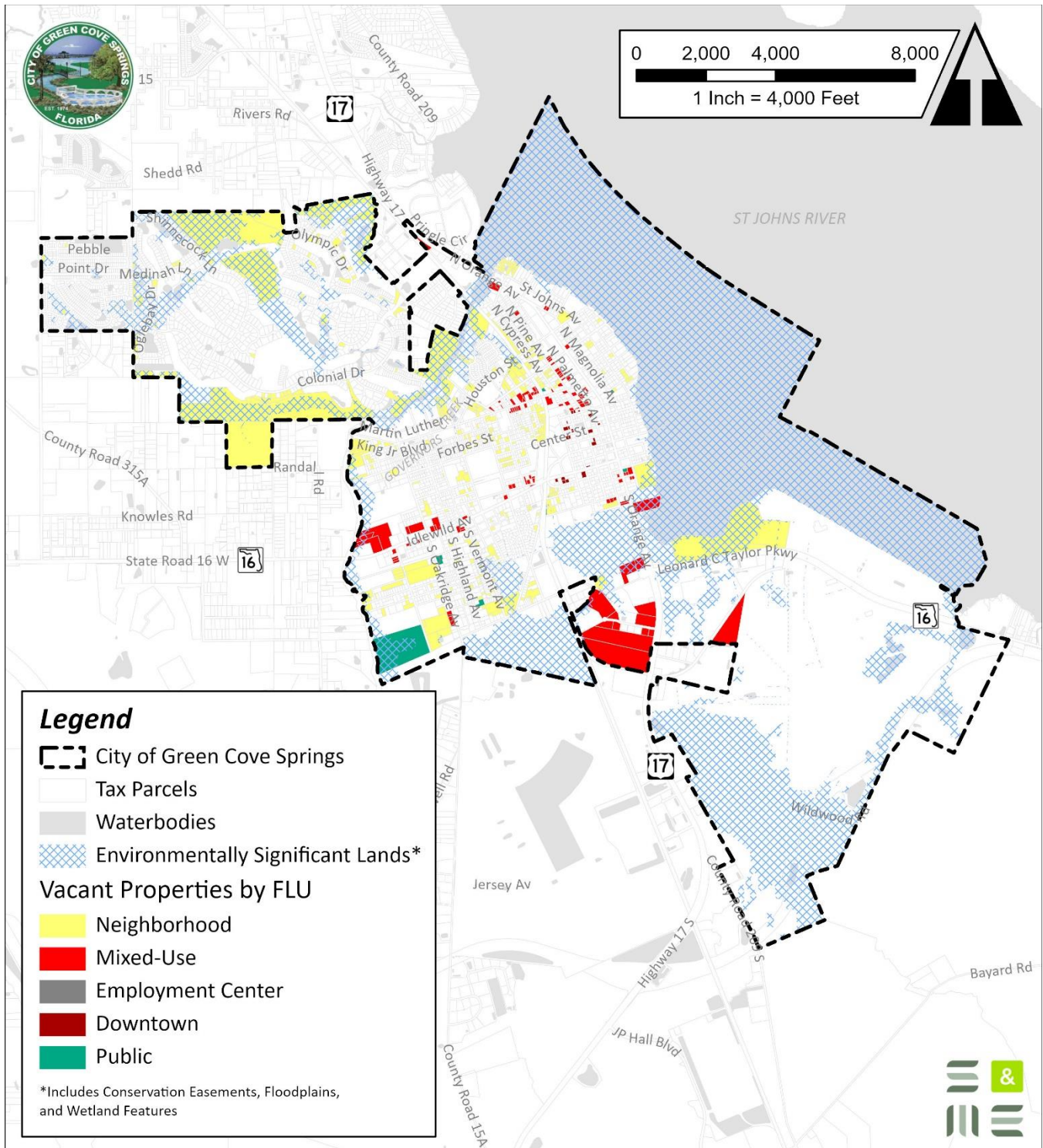
<sup>1</sup> Includes the portion of vacant and underdeveloped parcels that feature conservation easements, wetlands, and Federal Emergency Management Agency (FEMA) SFHA Zone A and AE (100-year floodplain).

<sup>2</sup> See Section B.1, above.

Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, FEMA, FGDL, National Wetlands Inventory (NWI), S&ME, 2021.



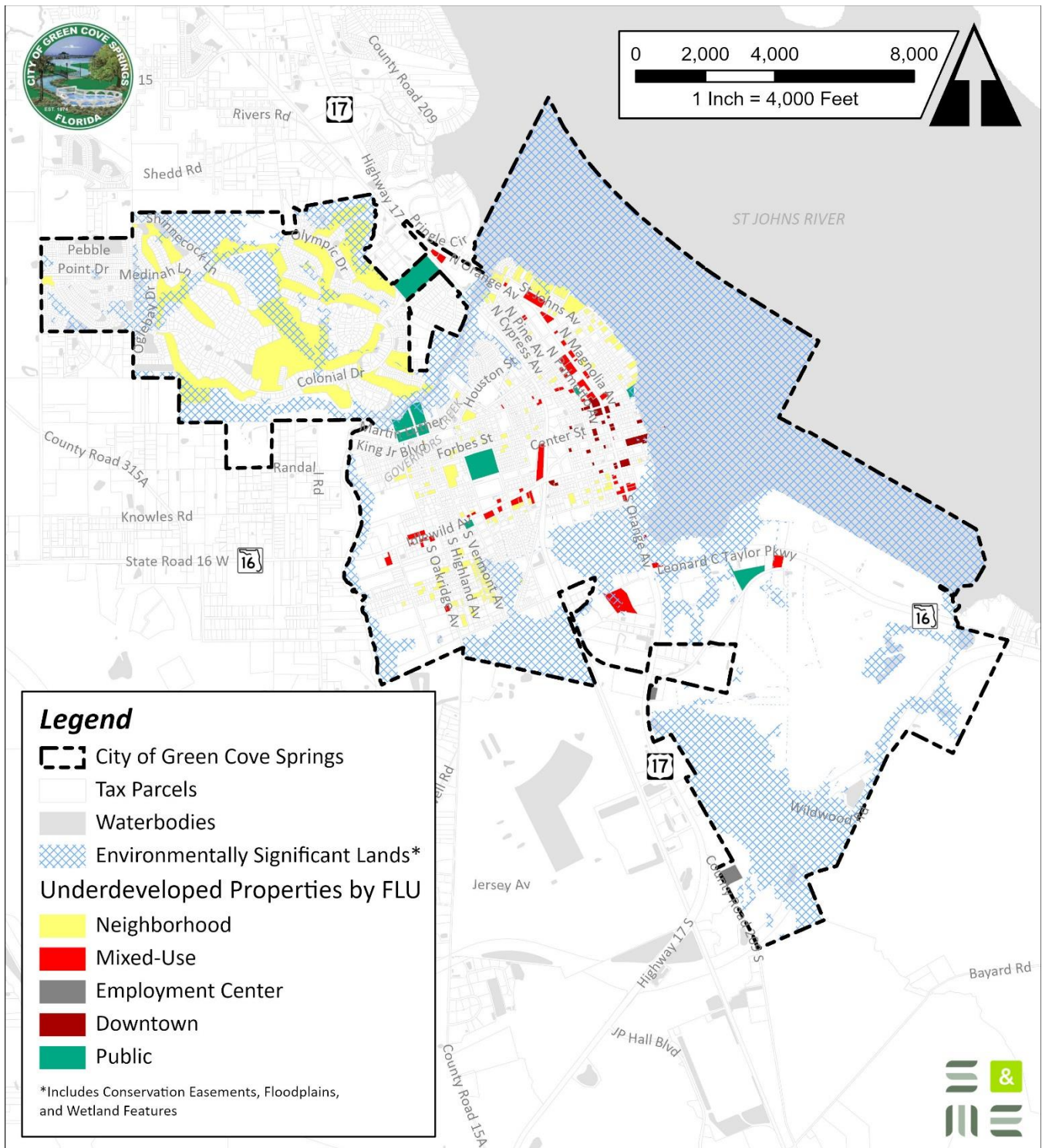
**Map I - 9. Future Land Use Classification of Vacant Parcels, 2045**



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, FEMA, FGDL, NWI, S&ME, 2021.



## Map I - 10. Future Land Use Classification of Underdeveloped Parcels, 2045



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, S&ME, 2021.





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council **MEETING DATE:** September 7, 2021  
**FROM:** Michael Daniels, AICP, Planning & Zoning Director  
**SUBJECT:** Small Scale Future Land Use Amendment and Rezoning Request for property located in the 1300 Block of Energy Cove Court for approximately 9.4 acres.

Future Land Use Amendment: from: Mixed Use Highway  
to: Residential High Density  
Zoning Amendment: from: C-2, General Commercial and M-2, Industrial  
to: R-3, Residential High Density

### PROPERTY DESCRIPTION

**APPLICANT:** Colin Groff, Black Creek Engineering **OWNER:** B&B GCS Joint Venture, c/o John R. Smith, Jr.  
**PROPERTY LOCATION:** 1300 Block of Energy Cove Court  
**PARCEL NUMBER:** 016562-000-00  
**FILE NUMBER:** FLUS-21-0003 & ZON-21-0003  
**CURRENT ZONING:** Mixed Use Highway (MUH)  
**FUTURE LAND USE DESIGNATION:** MUH – Mixed Use Highway

### SURROUNDING LAND USE

|   |  |
|---|--|
| <b>NORTH:</b><br><b>FLU:</b> Medium Density Residential (RMD)<br><b>Z:</b> R-2<br><b>Use:</b> Single Family Residential | <b>SOUTH:</b><br><b>FLU:</b> MUH<br><b>Z:</b> MUH<br><b>Use:</b> Undeveloped |
| <b>EAST:</b><br><b>FLU:</b> MUH<br><b>Z:</b> MUH<br><b>Use:</b> Undeveloped   | <b>WEST:</b><br><b>FLU:</b> MUH<br><b>Z:</b> MUH<br><b>Use:</b> Industrial   |



## BACKGROUND

The applicant has applied for a Future Land Use and Zoning Change for the subject property for the construction of multifamily development.

## PROPERTY DESCRIPTION

The property is currently undeveloped. The property has approximately 355' of frontage on Cooks Lane and 150' of frontage on Energy Cove Court. Portion of the property in the northwest and northeast near Cooks Lane are located within the 100-year floodplain. The property is heavily wooded with a mixture of hardwood and pine Trees. There is a City water main line located on the northern portion of the property that connects to Cooks Lane to the north and then connects to the adjacent property to the west. There are wetlands located on the northwest 25' of the site which shall remain undisturbed. In addition, there is an existing City water line that runs from Cooks Lane down the west side of the property eventually connecting to the Energy Cove Court cul-de-sac. The existing water line shall either be maintained as a part of future development plans or relocated at the property owner's expense.

**Figure 1. Aerial Map**

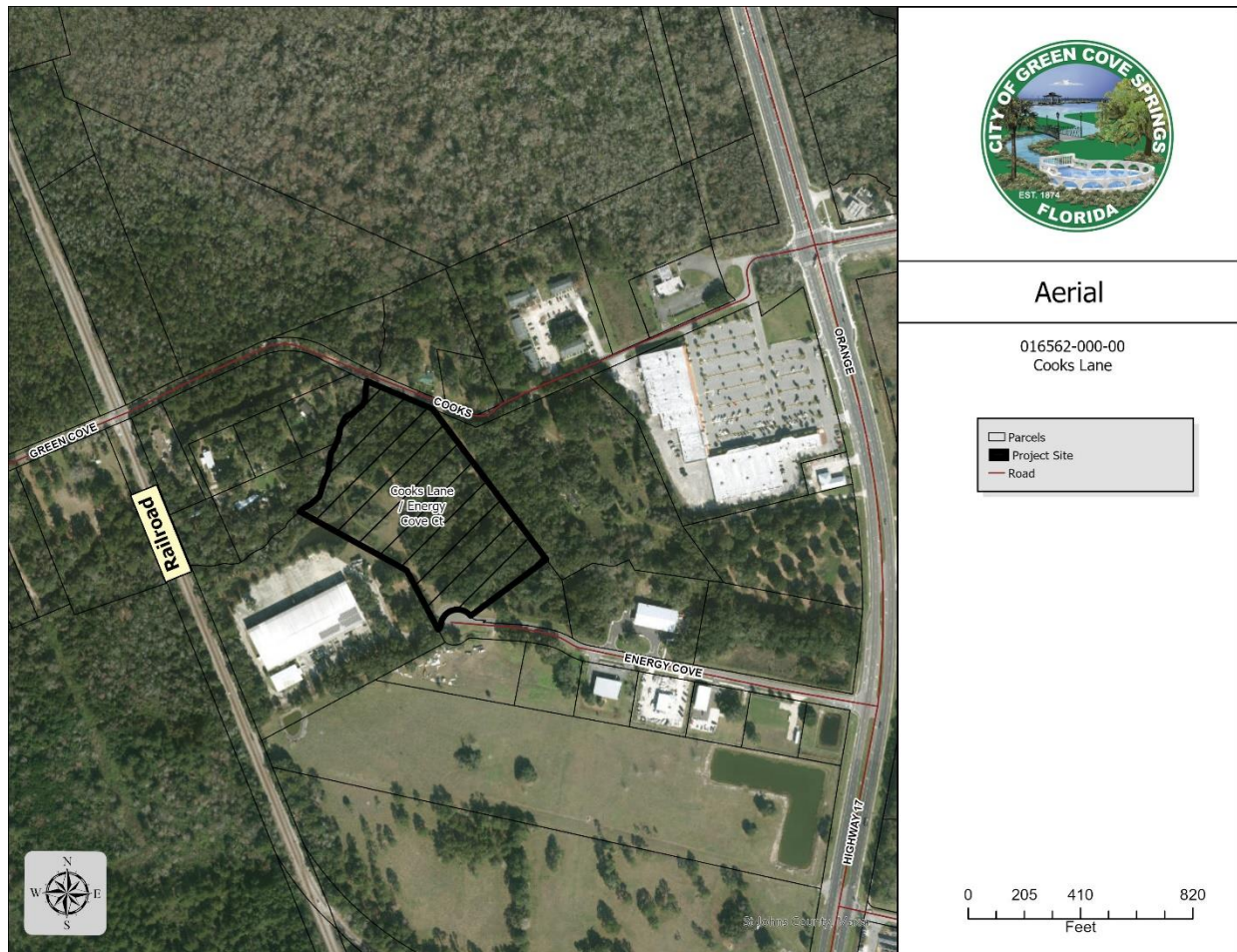




Figure 2. Existing Future Land Use

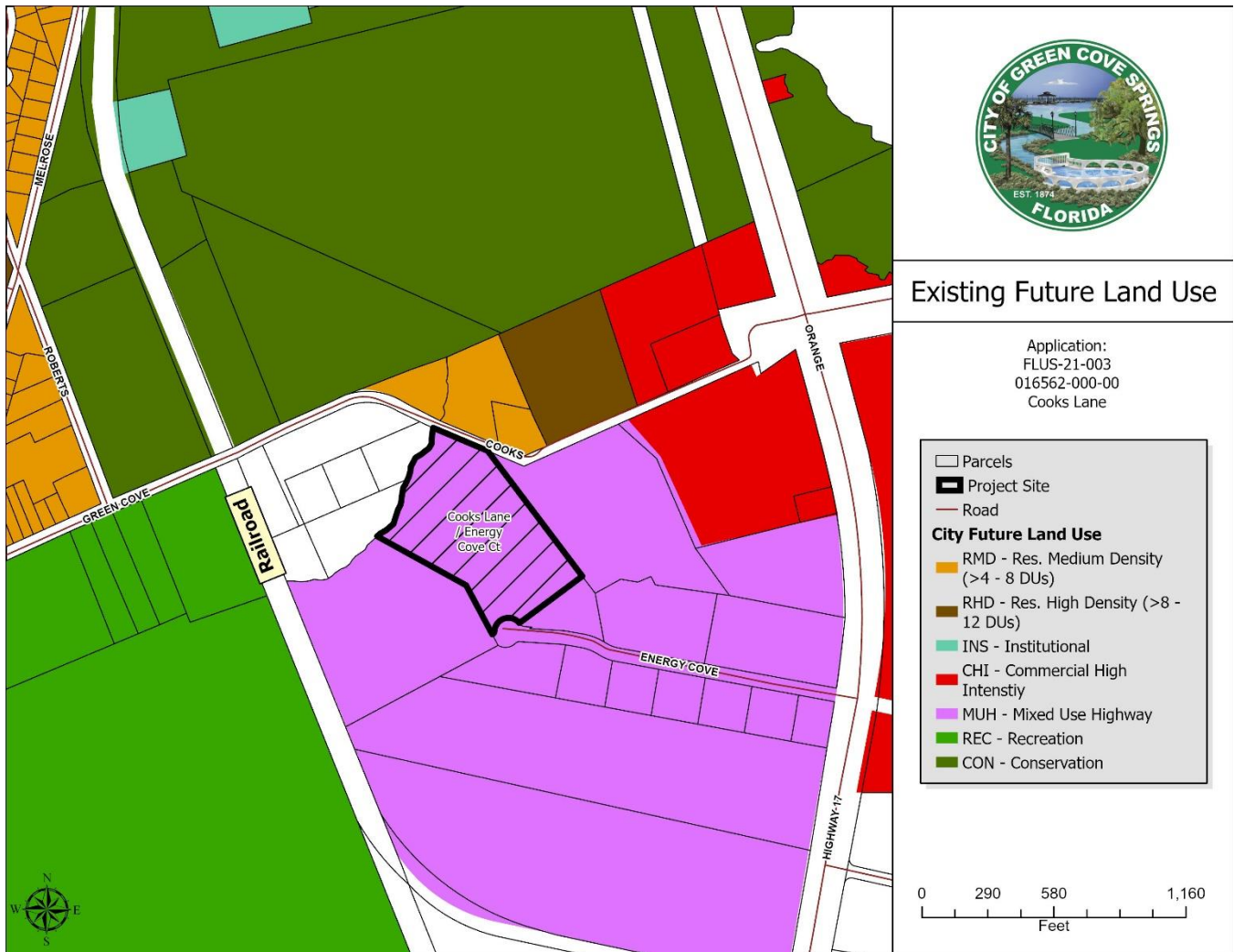




Figure 3. Proposed Future Land Use

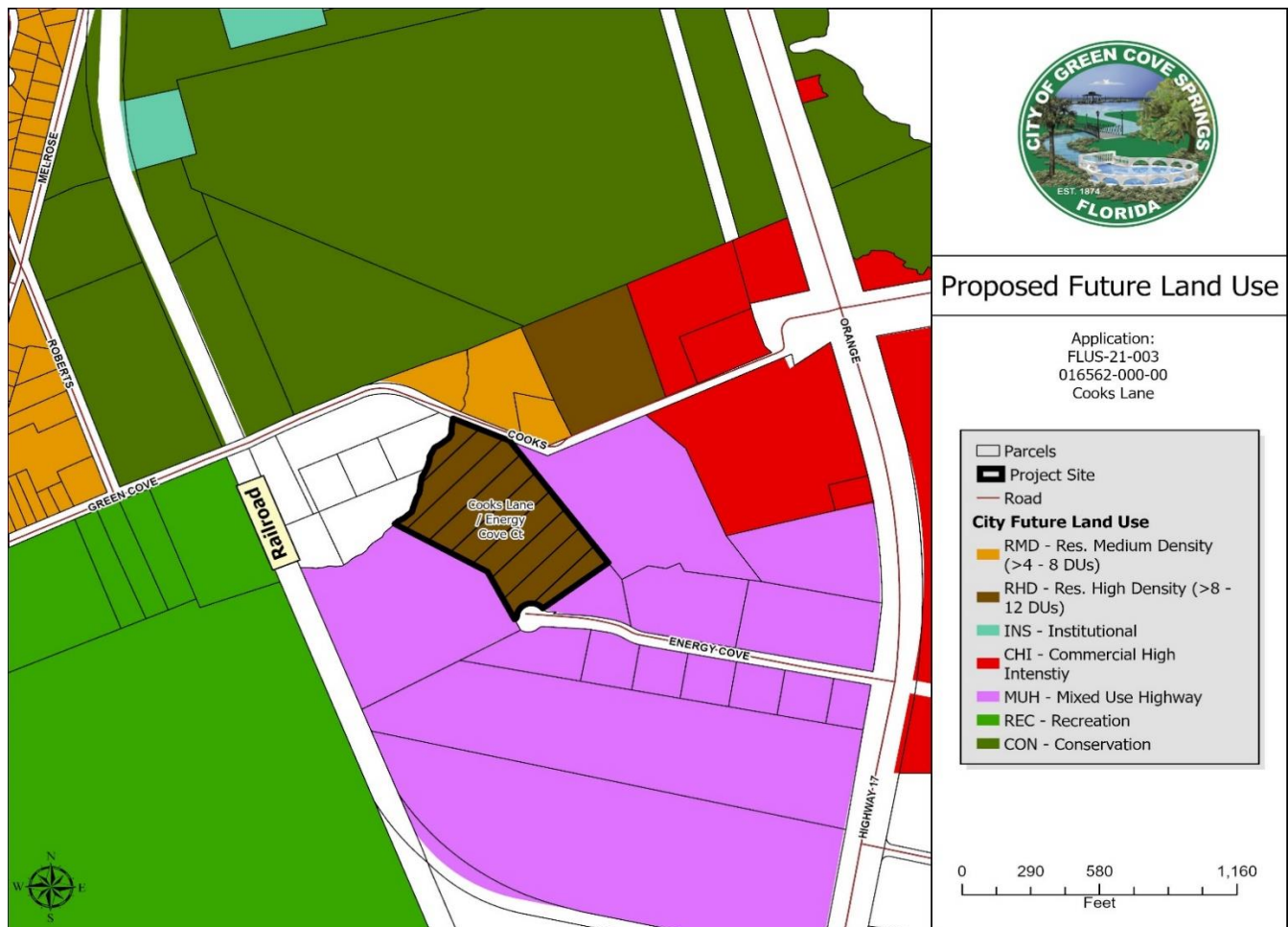


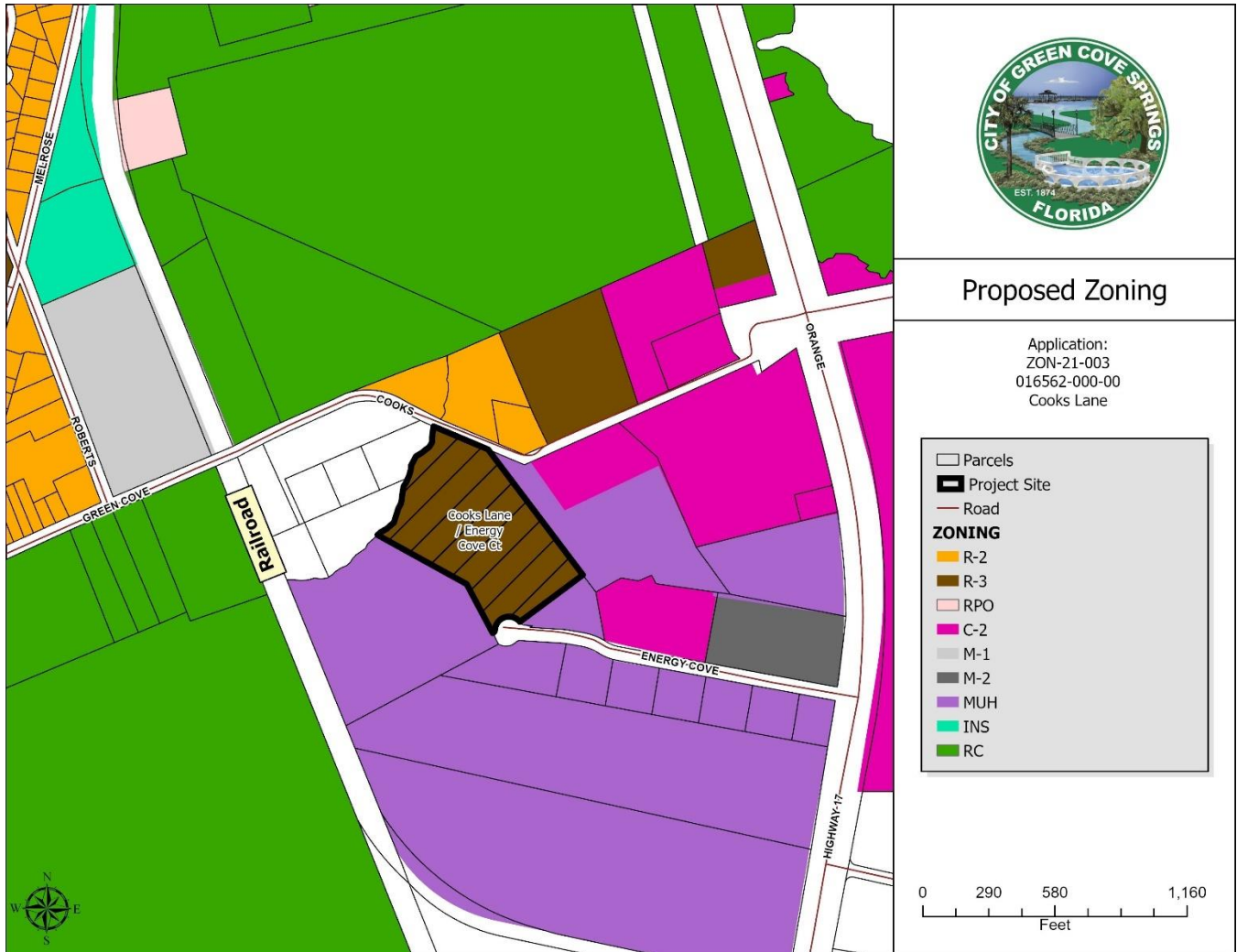


Figure 4. Existing Zoning





Figure 5. Proposed Zoning





## NEEDS ANALYSIS

Per Chapter 163.3177, Florida Statutes, need shall be based upon the amount of land designated for future uses and shall:

- 1) Provide a balance of uses that foster vibrant, viable communities and economic opportunities and address outdated development patterns, such as antiquated subdivisions; and,
- 2) Allow the operation of real estate markets to provide adequate choices for residents and business, with the amount of land designated for future use not limited solely by the projected population. The minimum amount of land use required to accommodate at least a 10-year planning period must be included in the comprehensive plan.

**Comment:** This request supports the growing demand for additional housing units, particularly in close proximity to commercial uses and will increase the variety of spaces available.

## URBAN SPRAWL ANALYSIS

Section 163.3177, Florida Statutes, requires that any amendment to the Future Land Use Element to discourage the proliferation of urban sprawl. Section 163.3177(6)(a)9.a., Florida Statutes, identifies 13 primary urban sprawl indicators and states that, “[t]he evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality...”

An evaluation of each primary indicator is provided below.

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

**Evaluation & Findings:** The proposed amendment will revise the FLUM designation from MUH to RHD. By revising the Future Land Use designation to RHD, this will allow for higher density of residential development. Currently, the City has over 20% of the City acreage guided for low density development but only .9% of land area for High Density Residential development. This request would allow for additional high density residential development that is compatible with surrounding uses.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

**Evaluation & Findings:** The project site is located within the urban core area of Green Cove Springs and adds to the existing development in the area which is suitable for developing thereby reducing development pressure in rural and unincorporated areas.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

**Evaluation & Findings:** The proposed RHD Future Land Use designation is compatible with the surrounding development.



(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

**Evaluation & Findings:** The site has a small portion of the property which is located within a floodplain which will have to be addressed pursuant to the City's Land Development Regulations as part of site development plan as well as meeting requirements for drainage and tree preservation. This property does not have environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

**Evaluation & Findings:** The project site is located within an urban area with surrounding commercial development. There are no adjacent agricultural areas and activities.

(VI) Fails to maximize use of existing public facilities and services.

**Evaluation & Findings:** With the project site being located within an area with existing development, the proposed development will utilize existing public facilities and services.

(VII) Fails to maximize use of future public facilities and services.

**Evaluation & Findings:** Any future improvements to the City's public facilities and services will be utilized by the project site.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

**Evaluation & Findings:** The project site is located within an existing commercial area with existing public facilities and services. The proposed development will utilize existing public facilities and services and will not increase the time, money, and energy for providing and maintaining these facilities.

(IX) Fails to provide a clear separation between rural and urban uses.

**Evaluation & Findings:** The site is located within an urban area and is not adjacent to any rural zoned properties.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

**Evaluation & Findings:** The proposed application will allow infill development.

(XI) Fails to encourage a functional mix of uses.

**Evaluation & Findings:** The project site is located within an existing commercial area and will allow for connectivity between residential and commercial uses on Cooks Lane.

(XII) Results in poor accessibility among linked or related land uses.

**Evaluation & Findings:** The project site shall provide accessibility to Cooks Lane with emergency access to Energy Cove Court.

(XIII) Results in the loss of significant amounts of functional open space.



**Evaluation & Findings:** This property was guided for commercial uses and open space shall be preserved pursuant to the Site Development Requirements in the Land Development Code.

In addition to the preceding urban sprawl indicators, Florida Statutes Section 163.3177 also establishes eight (8) “Urban Form” criteria. An amendment to the Future Land Use Map is presumed to not be considered urban sprawl if it meets four (4) of the (8) urban form criteria. These urban form criteria, and an evaluation of each as each may relate to this application, are provided below. The applicant has provided an analysis of the application’s consistency with Section 163.3177 within the application materials, and contends that the proposed amendment will not encourage urban sprawl by showing it meets four of the eight urban form criteria.

1. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

**Evaluation & Findings:** The project site is located within an existing commercial development where development will occur in developed areas as opposed to undeveloped areas. The proposed development directs the growth within the urban area.

2. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

**Evaluation & Findings:** This application, as well as the companion rezoning application, will result in a higher density residential development utilizing existing public infrastructure and existing services.

3. Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

**Evaluation & Findings:** This application and the companion rezoning application will allow for higher density residential development, allowing for more walkability between the residential development and commercial development at the Corner of Cooks Lane and US 17.

4. Promotes conservation of water and energy.

**Evaluation & Findings:** The project site is located within an urban area with surrounding commercial development. Development in core urban areas reduces the pressure to develop in areas further outside of the urban areas.

5. Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

**Evaluation & Findings:** The project site is located within an urban area with surrounding development. There are no adjacent agricultural areas and activities. Development in core urban areas reduces the pressure to develop in agricultural areas.

6. Preserves open space and natural lands and provides for public open space and recreation needs.

**Evaluation & Findings:** Open Space shall be provided for as part of the landscape and tree preservation requirements as set forth in the Land Development Regulations.

7. Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

**Evaluation & Findings:** The proposed site is located within close proximity to a variety of nonresidential uses. The proposed development will bring residential units into this mixed-use, urban area, providing a balance of land uses to the area.



8. Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

**Evaluation & Findings:** N/A

## CONSISTENCY WITH THE COMPREHENSIVE PLAN

The following Goals, Objectives, and Policies (GOPs) support the proposed amendment to the Future Land Use Map of the City of Green Cove Springs Comprehensive Plan:

### FUTURE LAND USE ELEMENT

**Goal 1:** To develop and maintain land use programs and activities to provide for the most appropriate use of the land and direct growth to suitable areas while protecting the public, health, safety and welfare.

**Policy 1.3.4:** To promote redevelopment, the City shall allow higher densities and structures up to five (5) stories high in appropriate areas.

### TRANSPORTATION ELEMENT

**Objective 2.8 Site Development Traffic Circulation:** The City shall require that all major developments and planned unit developments provide a circulation system which: provides adequate access to the major roadway network; provides for sound design of local and collector streets within such development....

### HOUSING ELEMENT

**Objective 3.1:** The City shall continue to assist the private sector in providing dwelling units of various types, sizes, and costs to meet the housing needs of the current and future residents and residents with special housing needs.

**Policy 3.1.1:** The City shall review, and revise if necessary, any ordinances, codes, regulations, and the permitting process to eliminate unnecessary requirements and requirements that may inhibit the provision of low and moderate income housing, and to streamline the development review process, while maintaining opportunity for public participation in the review process and insuring the health, welfare, and safety of the residents.

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

**Objective 4.6:** Future development shall be required to connect with central sewer and water systems and provide drainage facilities which maximize the use of existing facilities and discourage urban sprawl.

## PUBLIC FACILITIES IMPACT

### Traffic Impacts

| Land Use <sup>1</sup><br>(ITE)                            | Square Footage/Dwelling<br>Units | Daily |       | AM Peak |       | PM Peak |       |
|---|----------------------------------|-------|-------|---------|-------|---------|-------|
|   |                                  | Rate  | Trips | Rate    | Trips | Rate    | Trips |
| Maximum Development<br>Potential Based on<br>Existing FLU |                                  |       |       |         |       |         |       |



|                            |         |      |       |     |     |     |     |
|----------------------------|---------|------|-------|-----|-----|-----|-----|
| Light Industrial (ITE 210) | 240,000 | 6.97 | 1,675 | .92 | 221 | .97 | 233 |
|                            |         |      |       |     |     |     |     |

| Land Use <sup>1</sup>          | Units | Daily |       | AM Peak |       | PM Peak |       |
|--------------------------------|-------|-------|-------|---------|-------|---------|-------|
| (ITE)                          |       | Rate  | Trips | Rate    | Trips | Rate    | Trips |
| Proposed                       |       |       |       |         |       |         |       |
| Residential Condo/TH (ITE 230) | 112   | 6.65  | 732   | 0.62    | 68    | 0.62    | 68    |
|                                |       |       |       |         |       |         |       |

1. Source: Institute of Transportation Engineers: Trip Generation Manual 9<sup>th</sup> Edition

**Conclusion:** The proposed development of 12 dwelling units per acre on the ±9.4-acre site would require a traffic study to be reviewed at the time of submittal of the site development plan. Currently, there is an average of 144 peak hour trips along the roadway which is lower than the maximum allowable capacity for the roadway which is 1,161 peak hour trips. See attached excerpt of traffic analysis from the Ayshire project which shows the existing Level of Service for Green Cove Avenue.

#### Potable Water Impacts

| 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> | 43,725                |
| <b>Residual Capacity after Proposed Project</b>                   | <b>3,143,275</b>      |

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

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 112 dwelling units x 2.65 persons per du x 150 gal per person

#### Sanitary Sewer Impacts – South Plant WWTP

| System Category   | Gallons Per Day (GPD) |
|---|-----------------------|
| Current Permitted Capacity <sup>1</sup>                           | 350,000               |
| Current Loading <sup>1</sup>                                      | 267,000               |
| Committed Loading <sup>1</sup>                                    | 37,000                |
| Residual Capacity <sup>1</sup>                                    | 46,000                |
| Percentage of Permitted Design Capacity Utilized <sup>1</sup>     | 95%                   |
| Projected Potable Water Demand from Proposed Project <sup>2</sup> | 34,980                |
| <b>Residual Capacity after Proposed Project</b>                   | <b>11,120</b>         |

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

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 112 dwelling units x 2.65 persons per du x 120 gal per person

**Conclusion:** The project site is served by the South Plant Wastewater Treatment Plant (WWTP). As shown in the table above, when factoring in the current loading and the committed loading, this WWTP has the capacity to handle the estimated impacts resulting from the proposed application.

#### Solid Waste Impacts



| System Category  | LBs Per Day / Tons per Year |
|--|-----------------------------|
| Solid Waste Generated by Proposed Project <sup>1</sup> | 2,332 lbs. / 426 tons       |
| Solid Waste Facility Capacity <sup>2</sup>             | Minimum 3 Years Capacity    |

1. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (112 dwelling units x 2.65 persons per dwelling unit x 8 lbs. per day) x 365
2. Source: Clay County Comprehensive Plan

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

### ***Future Land Use and Zoning District Comparisons***

#### ***Existing Future Land Use***

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

#### ***Proposed Future Land Use***

High Density Residential (>8 to 12 dwelling units per acre). This category includes single-family, duplex and multi-family dwelling units. It also includes churches, nursing homes, convalescence facilities, foster homes, and group care homes.

#### ***Existing Zoning District***

The M-2 industrial district is intended to be for an industrial park. A variety of industrial and supported uses are allowed.

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.

#### ***Proposed Zoning District***

The residential high density, R-3 zoning category district is intended to provide for multiple-family housing areas with densities of eight to 12 dwelling units per acre. This district should be situated so that it is well served by public services and have direct access to collector street or major thoroughfares. Careful attention must be given to traffic generation from this district to minimize impact on single-family districts.

## **STAFF COMMENTS**

As shown in Table I-1, in the attached Data and Analysis for the City's Future Land Use Element, there is currently a very small percentage (.9%) of acreage in the City that is currently designated for High Density Residential uses compared to low density residential. Providing opportunities to develop High Density residential units is consistent with the City's policy to encourage a variety of housing types for our residents. At the same time, due to the existing industrial developments existing on Energy Cove Court, the proposed development of multifamily will need to be developed so as to avoid conflict with the existing industrial development. To that



end, as part of the site development plan, access to the site shall be limited to Cooks Lane, other than for emergency purposes so as not to co-mingle the residential and industrial traffic.

Staff recommends approval of the Future Land Amendment from Mixed Use Highway to Residential High Density based upon the Urban Sprawl Analysis and Compliance with the Comprehensive Plan and compatibility with the surrounding area.

Attachments include:

1. Conceptual Plan
2. Utility Easement
3. Property Survey
4. Ordinance O-15-2021
5. Ordinance O-16-2021
6. FLUM Application
7. Rezoning Application
8. 2045 Future Land Use Data and Analysis
9. Excerpted pages from the Ayrshire Traffic Study

### STAFF RECOMMENDATION

Staff recommends approval of the future land use amendment and rezoning.

#### **RECOMMENDED MOTIONS:**

##### **Future Land Use Amendment**

Motion to approve first reading of Ordinance O-15-2021 for form and legality only, to amend the Future Land Use of the property described therein from Mixed Use Highway to Residential High Density.

##### **Rezoning**

Motion to approve first reading of Ordinance O-16-2021 for form and legality only, to amend the Zoning of the property described therein from General Business C-2/ Industrial M-2 to Residential High Density, R-3.



## ORDINANCE NO. O-16-2021

**AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA REZONING ±9.4 ACRES OF PROPERTY LOCATED AT COOKS LANE, IDENTIFIED AS TAX ID NUMBER 016562-000-00, MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM MUH, MIXED USE HIGHWAY (M-2/C-2), TO R-3, RESIDENTIAL HIGH DENSITY; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the City has received a request to amend the Future Land Use Map for the subject parcel from Residential Medium Density to Residential Professional Office; and

**WHEREAS**, the City approved the Future Land Use Map amendment for the subject property such that it will be designated as RHD, Residential High Density on the Future Land Use Map of the City, and

**WHEREAS**, the City has received a request to rezone the subject parcel from Mixed Use Highway, M-2/C-2, to R-3; 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 August 24, 2021 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA), and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and,

**WHEREAS**, the City Council considered the recommendations of the LPA at a duly advertised public hearing on September 7, 2021 and September 21, 2021 and provided for and received public participation; and,

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

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

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

**Section 1. Zoning Map Amended.** The Zoning Map is hereby amended for the following property from Mixed Use Highway M-2/C-2 to R-3:



Tax Parcel ID# 38-06-26-016562-000-00, in accordance with the legal description found in Exhibit “A” and map found in Exhibit “B” attached hereto.

**Section 2. Ordinance to be Construed Liberally.** This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Green Cove Springs, Florida.

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

**Section 4. Severability.** It is the declared intent of the City Council of the City of Green Cove Springs that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of the ordinance after the exclusions of such part or parts shall be deemed to be valid.

**Section 5. Effective Date.** This Ordinance shall become effective upon passage.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 7<sup>th</sup> DAY OF SEPTEMBER 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

---

Edward R. Gaw, Mayor

ATTEST:

---

Erin West, City Clerk



**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY  
OF GREEN COVE SPRINGS, FLORIDA, THIS 21<sup>st</sup> DAY OF SEPTEMBER 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

---

Edward R. Gaw, Mayor

ATTEST:

---

Erin West, City Clerk

APPROVED AS TO FORM:

---

L. J. Arnold, III, City Attorney



## EXHIBIT “A”

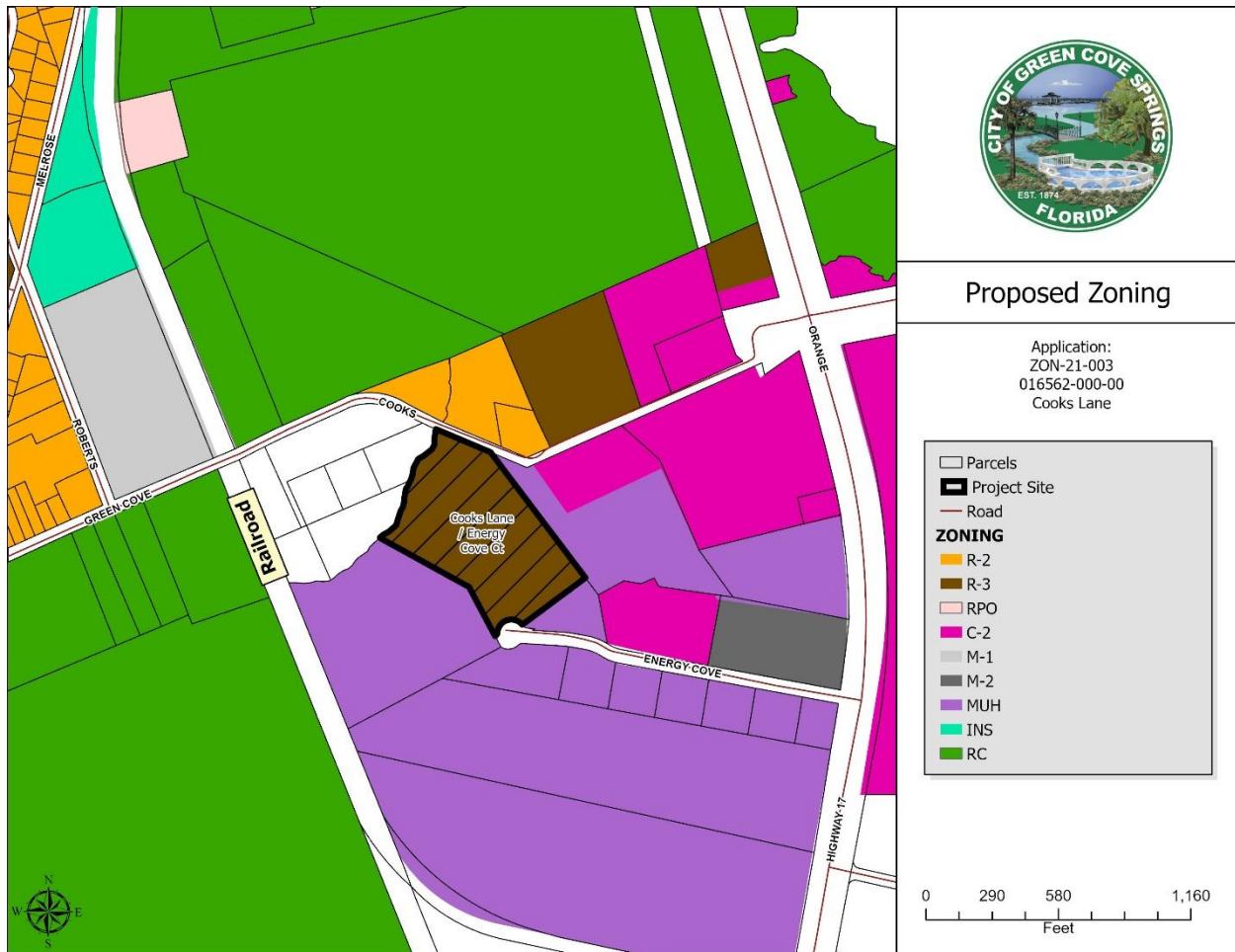
Tax Parcel Number 38-06-26-016562-000

### LEGAL DESCRIPTION

A parcel of land consisting of a portion of Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows: Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly extension thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet; thence North 28 degrees 08 minutes 50 seconds West, 321.70 feet to the point of beginning; thence South 28 degrees 08 minutes 50 seconds East, 267.48 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, an arc distance of 18.81 feet, said arc being subtended by a chord bearing and distance of North 32 degrees 39 minutes 00 seconds East, 18.01 feet; thence easterly, along the arc of a curve concave southerly and having a radius of 61.50 feet, an arc distance of 152.93 feet, said arc being subtended by a chord bearing and distance of North 74 degrees 45 minutes 35 seconds East, 116.46 feet; thence southeasterly, along the arc of a curve concave northeasterly and having a radius of 25.00 feet, an arc distance of 22.89 feet, said arc being subtended by a chord bearing and distance of South 60 degrees 13 minutes 41 seconds East, 22.10 feet; thence South 86 degrees 27 minutes 15 seconds East, 34.78 feet to the northwesterly line of those lands described in Official Records Book 3015, page 1253 of said public records; thence on said northwesterly line, North 61 degrees 51 minutes 10 seconds East, 328.23 feet; thence North 37 degrees 05 minutes 14 seconds West, 681.80 feet to the southwesterly line of Cooks Lane as per survey by Eiland & Associates for Alternate Energy Technologies, dated December 31, 2009; thence northwesterly, along said southwesterly line and along the arc of a curve concave northeasterly and having a radius of 210.00 feet, an arc distance of 29.21 feet, said arc being subtended by a chord bearing and distance of North 71 degrees 47 minutes 46 seconds West, 29.19 feet; thence continue along said southwesterly line, North 67 degrees 48 minutes 41 seconds West, 355 feet, more or less, to the centerline of Coventry Branch; thence southwesterly, along said centerline, 494 feet, more or less, to a point that bears North 61 degrees 09 minutes 18 seconds West, 407 feet, more or less, from the point of beginning; thence South 61 degrees 09 minutes 18 seconds East, 407 feet, more or less, to the point of beginning; being 9.4 acres, more or less, in area.



## EXHIBIT “B”





MAP OF

A parcel of land consisting of a portion of Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly extension thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet; thence North 28 degrees 08 minutes 50 seconds West, 321.70 feet to the point of beginning; thence South 28 degrees 08 minutes 50 seconds East, 267.48 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, an arc distance of 18.81 feet, said arc being subtended by a chord bearing and distance of North 32 degrees 39 minutes 00 seconds East, 18.01 feet; thence easterly, along the arc of a curve concave southerly and having a radius of 61.50 feet, an arc distance of 152.93 feet, said arc being subtended by a chord bearing and distance of North 74 degrees 45 minutes 35 seconds East, 116.46 feet; thence southeasterly, along the arc of a curve concave northeasterly and having a radius of 25.00 feet, an arc distance of 22.89 feet, said arc being subtended by a chord bearing and distance of South 60 degrees 13 minutes 41 seconds East, 22.10 feet; thence South 86 degrees 27 minutes 15 seconds East, 34.78 feet to the northwesterly line of those lands described in Official Records Book 3015, page 1253 of said public records; thence on said northwesterly line, North 61 degrees 51 minutes 10 seconds East, 328.23 feet; thence North 37 degrees 05 minutes 14 seconds West, 681.80 feet to the southwesterly line of Cooks Lane as per survey by Eiland & Associates for Alternate Energy Technologies, dated December 31, 2009; thence northwesterly, along said southwesterly line and along the arc of a curve concave northwesterly and having a radius of 210.00 feet, an arc distance of 29.21 feet, said arc being subtended by a chord bearing and distance of North 71 degrees 47 minutes 46 seconds West, 29.19 feet; thence continue along said southwesterly line, North 67 degrees 48 minutes 41 seconds West, 355 feet, more or less, to the centerline of Coventry Branch; thence southwesterly, along said centerline, 494 feet, more or less, to a point that bears North 61 degrees 09 minutes 18 seconds West, 407 feet, more or less, from the point of beginning; thence South 61 degrees 09 minutes 18 seconds East, 407 feet, more or less, to the point of beginning; being 9.4 acres, more or less, in area.

For: B&B Joint Venture

Scale 1" = 80'

November 1, 2010

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L5         | S16°23'19"E | 24.57  |
| L6         | S44°46'56"E | 29.87  |
| L7         | S21°46'12"E | 45.42  |
| L8         | S50°52'06"E | 42.81  |
| L9         | S44°44'19"E | 27.39  |
| L10        | S07°13'24"E | 25.89  |
| L11        | S45°53'42"E | 39.98  |
| L12        | S17°22'18"E | 32.11  |
| L13        | S53°15'45"E | 29.17  |
| L14        | S54°58'09"E | 40.53  |
| L15        | S42°54'06"E | 37.17  |
| L16        | S30°39'14"E | 33.09  |
| L17        | S29°33'40"E | 42.78  |
| L18        | S41°45'11"E | 33.92  |
| L19        | S48°46'57"E | 40.39  |
| L20        | S38°21'06"E | 40.12  |
| L21        | S20°43'27"E | 51.35  |
| L51        | N20°56'23"W | 100.03 |
| L52        | N24°15'19"W | 102.38 |
| L53        | N25°17'09"W | 102.88 |
| L54        | N17°11'18"W | 98.25  |
| L55        | N24°28'42"W | 102.80 |
| L56        | N2°21'04"W  | 63.97  |
| L58        | N33°18'55"W | 40.29  |
| L59        | N44°27'11"E | 33.70  |
| L60        | S66°15'22"E | 44.46  |
| L61        | S78°21'59"E | 36.62  |
| L62        | N53°56'27"E | 42.97  |
| L63        | N72°27'01"E | 49.08  |
| L64        | S50°48'10"E | 41.38  |
| L65        | N53°27'26"E | 40.76  |
| L66        | N36°12'12"E | 68.04  |
| L67        | N32°47'55"E | 70.20  |
| L68        | N37°15'22"E | 43.17  |
| L69        | N66°51'03"E | 47.47  |
| L70        | N63°28'22"E | 65.69  |
| L71        | N10°27'49"W | 48.69  |
| L72        | N26°34'02"E | 76.37  |
| L73        | N28°41'46"E | 58.61  |
| L74        | N12°02'32"E | 42.73  |
| L75        | N31°00'01"E | 67.87  |
| L76        | N35°01'4"E  | 42.91  |
| L77        | N09°44'59"E | 34.68  |
| L78        | N13°12'25"E | 61.75  |
| L79        | N41°04'26"E | 65.95  |
| L80        | N63°28'22"E | 65.26  |
| L81        | N66°51'03"E | 41.60  |
| L82        | N37°15'22"E | 35.60  |
| L83        | N32°47'55"E | 69.97  |
| L84        | N36°12'12"E | 72.57  |
| L85        | N53°27'26"E | 64.00  |
| L86        | S50°48'10"E | 47.32  |
| L87        | N72°27'01"E | 31.51  |
| L88        | N53°56'27"E | 49.94  |
| L89        | S78°22'14"E | 50.33  |
| L90        | N46°10'02"E | 13.96  |
| L91        | N22°19'04"W | 59.91  |
| L92        | N24°28'42"W | 103.93 |
| L93        | N17°11'18"W | 98.07  |
| L94        | N25°17'09"W | 101.34 |
| L95        | N24°15'19"W | 103.33 |
| L96        | N20°56'23"W | 97.60  |

GENERAL NOTES

1. Bearings shown hereon are based on the record bearing of S 23°22'55" E for the easterly line of the CSX Transportation Railroad.
2. This map was based on documents provided and was not abstracted for easements, covenants or restrictions, title, overlaps, or other matters of record, or matters unrecorded by this surveyor.
3. Underground utilities serving or crossing this property have not been located or shown.
4. Easements shown hereon are for drainage and utilities unless noted otherwise.
5. This map was prepared for descriptive purposes only and does not represent an actual survey.

FF No. 38:113-A3 Field Book Tds

JB 802-B

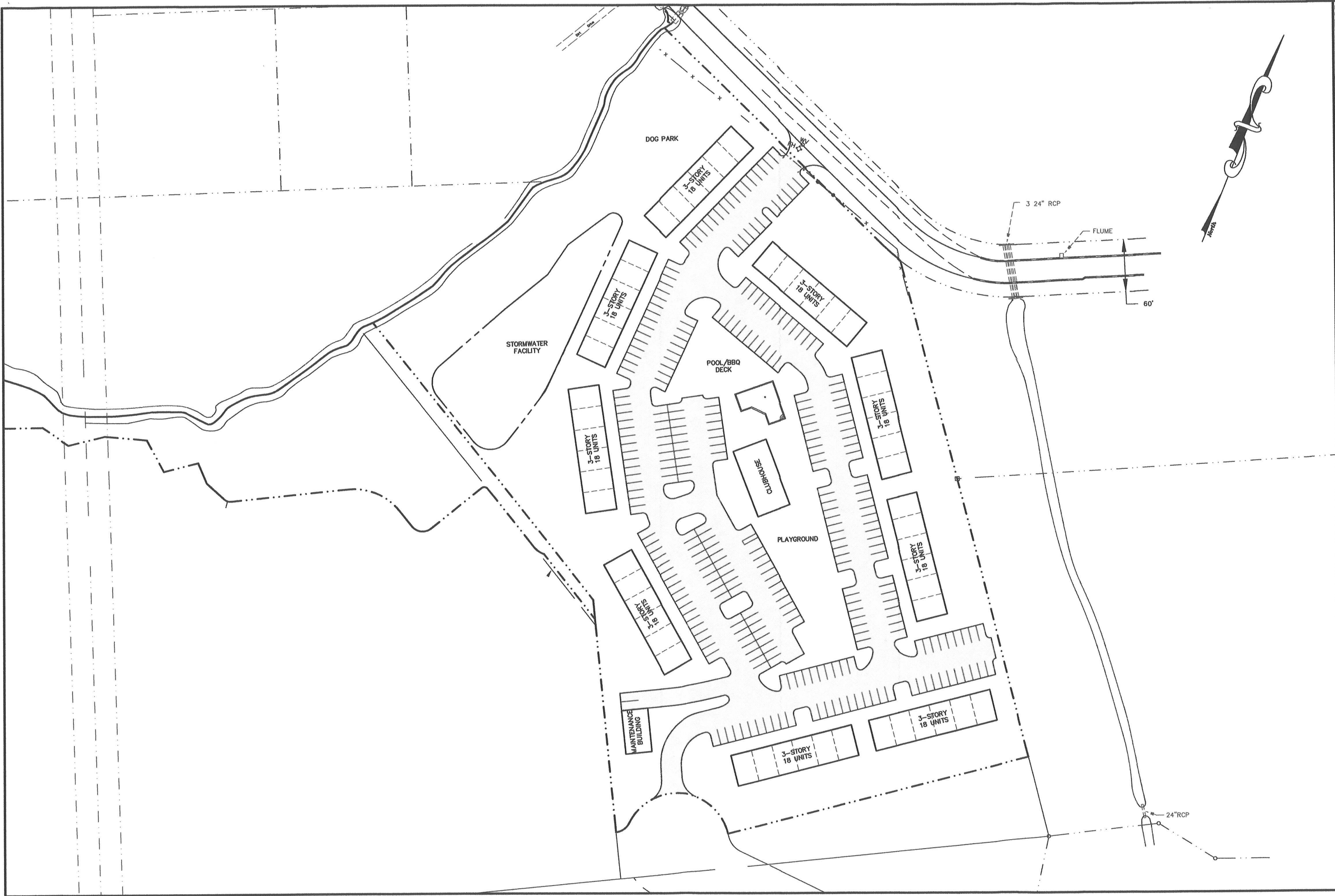
ABBREVIATIONS  
AC Air Conditioner  
BRL Building Restriction Line  
ET Electric Transformer  
FM Field Measurements  
IP Iron Pipe


Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Harold T. Eiland  
License No. LS 2518

Eiland & Associates, Inc.  
Professional Surveyors & Mappers  
Certificate of Authorization No. LB 1381  
615 Blanding Boulevard  
Orange Park, Florida 32065  
Telephone 904-272-1000





|  |  |                  |  |                |  |                  |  |                   |  |                |  |
|--|--|------------------|--|----------------|--|------------------|--|-------------------|--|----------------|--|
| JOB NO. : 21-010   |  | DATE: 07/01/2021 |  | DRAWN BY : CdG |  | CHECKED BY : CdG |  | APPROVED BY : CdG |  | SCALE : 1"=40' |  |
| SHEET 4  |  |                  |  |                |  |                  |  |                   |  |                |  |
| Page 288   |  |                  |  |                |  |                  |  |                   |  |                |  |
| THE DESIGNER EXPRESSLY RESERVES HIS COPYRIGHT AND OTHER PROPERTY RIGHTS IN THIS DRAWING. THIS DRAWING, PLAN & DESIGNS ARE NOT TO BE REPRODUCED, COPIED OR USED IN ANY MANNER NOR SHALL THEY BE DISTRIBUTED TO ANY OTHER PARTY THAN AS LISTED WITHOUT EXPRESSED WRITTEN PERMISSION AND CONSENT OF BLACK CREEK ENGINEERING, INC. |  |                  |  |                |  |                  |  |                   |  |                |  |
| MULTI-FAMILY DEVELOPMENT<br>ENERGY COVE COURT<br>CYOR STUDIO'S, INC.<br>CONCEPT PLAN   |  |                  |  |                |  |                  |  |                   |  |                |  |
|  <b>BLACK CREEK ENGINEERING, INC.</b><br>1735 HAGANS RIDGE COURT 32043<br>GREEN SPRINGS, FL 32043<br>PHONE (904) 759-8830<br>AUTHORIZATION NO. 27545   |  |                  |  |                |  |                  |  |                   |  |                |  |
| NO. _____  |  |                  |  |                |  |                  |  |                   |  |                |  |
| REVISIONS  |  |                  |  |                |  |                  |  |                   |  |                |  |
| BY DATE  |  |                  |  |                |  |                  |  |                   |  |                |  |
| COLIN D. GROFF, P.E.<br>REG. NO. _____   |  |                  |  |                |  |                  |  |                   |  |                |  |
| Item #9.   |  |                  |  |                |  |                  |  |                   |  |                |  |





Harold T. Eiland  
President

Eric V. Eiland  
V. President

## Eiland & Associates, Inc.

615 Blanding Blvd. Orange Park, Florida 32073  
Phone (904) 272-1000 Fax 272-5443

December 8, 2011

### Legal description for B&B GCS Joint Venture

#### Easement "A"

An easement for utilities covering a parcel of land situated in Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly projection thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet to a southwesterly line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said public records; thence on said west line, North 28 degrees 08 minutes 50 seconds West, 54.22 feet to the point of beginning; thence continue North 28 degrees 08 minutes 50 seconds West, 6.40 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 30.00 feet, and arc distance of 11.13 feet, said arc being subtended by a chord bearing and distance of North 14 degrees 36 minutes 38 seconds East, 11.07 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 71.5 feet, an arc distance of 173.93 feet to the northwesterly line of those lands described in Official Records Book 3293, page 222 of said public records, said arc being subtended by a chord bearing and distance of North 73 degrees 40 minutes 17 seconds East, 134.11 feet; thence on said northwesterly line, South 53 degrees 21 minutes 48 seconds West, 10.00 feet to the northeasterly line of said Energy Cove Court; thence southwesterly, along said northerly line, and along the arc of a curve concave southeasterly, an arc distance of 150.10 feet, said arc being subtended by a chord bearing and distance of South 73 degrees 26 minutes 28 seconds West, 115.52 feet; thence southwesterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, an arc distance of 18.18 feet to the



point of beginning, said arc being subtended by a chord bearing and distance of South 32 degrees 39 minutes 00 seconds West, 18.01 feet.





21DEC11 9:46AM

Item #9.

Harold T. Eiland  
President

Eric V. Eiland  
V. President

## Eiland & Associates, Inc.

615 Blanding Blvd. Orange Park, Florida 32073  
Phone (904) 272-1000 Fax 272-5443

December 8, 2011

### Legal description for B&B GCS Joint Venture

#### Easement "B"

An easement for utilities covering a parcel of land situated in Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly projection thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet to a southwesterly line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said public records; thence on said west line, North 28 degrees 08 minutes 50 seconds West, 39.63 feet to the point of beginning; thence South 62 degrees 04 minutes 41 seconds West, 82.86 feet; thence North 72 degrees 11 minutes 03 seconds West, 69.88 feet; thence North 25 degrees 06 minutes 28 seconds West, 209.38 feet; thence South 29 degrees 51 minutes 02 seconds West, 8.09 feet; thence North 60 degrees 08 minutes 58 seconds West, 15.00 feet; thence North 29 degrees 51 minutes 02 seconds East, 120.97 feet to the northeasterly line of those lands described in Official Records Book 3271, page 163 of said public records; thence on said northeasterly line, South 61 degrees 09 minutes 18 seconds East, 15.00 feet; thence South 29 degrees 51 minutes 02 seconds West, 94.82 feet; thence South 25 degrees 06 minutes 28 seconds East, 213.37 feet; thence South 72 degrees 11 minutes 03 seconds East, 57.02 feet; thence North 62 degrees 04 minutes 41 seconds East, 58.46 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 30.00 feet, an arc distance of 19.29 feet to said southwesterly line of Energy Cove Court, said arc being subtended by a chord bearing and distance of North 43 degrees 39 minutes 32 seconds East, 18.96 feet; thence on said southwesterly line, South 28 degrees 08 minutes 50 seconds East, 20.99 feet to the point of beginning.





21 DEC 11 9:38 AM

Item #9.

Harold T. Eiland  
President

Eric V. Eiland  
V. President

## Eiland & Associates, Inc.

615 Blanding Blvd. Orange Park, Florida 32073  
Phone (904) 272-1000 Fax 272-5443

December 8, 2011

### Legal description for B&B GCS Joint Venture

#### Easement "C"

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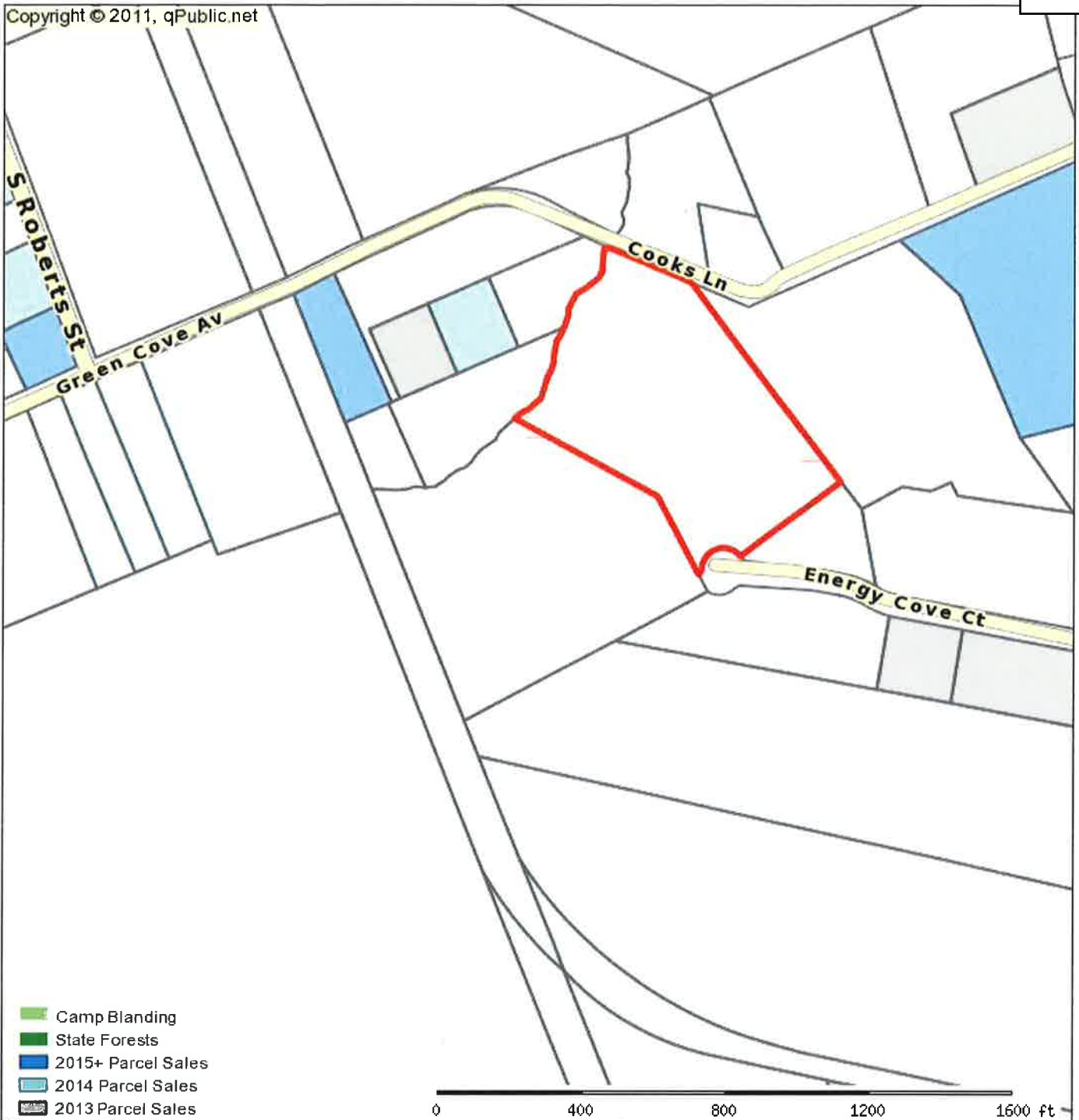
Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly projection thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet to a southwesterly line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said public records; thence on said west line, North 28 degrees 08 minutes 50 seconds West, 39.63 feet; thence South 62 degrees 04 minutes 41 seconds West, 82.86 feet; thence North 72 degrees 11 minutes 03 seconds West, 69.88 feet; thence North 25 degrees 06 minutes 28 seconds West, 209.38 feet; thence South 29 degrees 51 minutes 02 seconds West, 8.09 feet; thence North 60 degrees 08 minutes 58 seconds West, 15.00 feet; thence North 29 degrees 51 minutes 02 seconds East, 120.97 feet to the northeasterly line of those lands described in Official Records Book 3271, page 163 of said public records and the point of beginning; thence continue North 29 degrees 51 minutes 02 seconds East, 199.72 feet; thence North 57 degrees 51 minutes 10 seconds East, 254.30 feet; thence North 37 degrees 05 minutes 14 seconds West, 222.09 feet to the southwesterly line of Cooks Lane as survey prepared by Eiland & Associates, dated December 31, 2009; thence on said southwesterly line, South 67 degrees 48 minutes 41 seconds East, 26.19 feet; thence continue on said southwesterly line, and along the arc of a curve concave northeasterly and having a radius of 210.00 feet, an arc distance of 29.21 feet to the northeasterly line of those lands described in Official Records Book 3237, page 224 of said public records, said arc being subtended by a chord bearing and distance of South 71 degrees 47 minutes 46 seconds East, 29.18



feet; thence on said northeasterly line, South 37 degrees 05 minutes 14 seconds East, 203.73 feet; thence South 52 degrees 54 minutes 46 seconds West, 30.00 feet; thence North 37 degrees 05 minutes 14 seconds West, 13.10 feet; thence South 57 degrees 51 minutes 10 seconds West, 251.86 feet; thence South 29 degrees 51 minutes 02 seconds West, 195.72 feet to said northeasterly line of lands described in Official Records Book 3271, page 163; thence on said northeasterly line, North 61 degrees 09 minutes 18 seconds West, 15.00 feet to the point of beginning.



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- Camp Blanding
- State Forests
- 2015+ Parcel Sales
- 2014 Parcel Sales
- 2013 Parcel Sales

0 400 800 1200 1600 ft

## Clay County Appraiser

Parcel: 38-06-26-016562-000-00 Acres: 8.707

|       |                                      |                 |         |
|-------|--------------------------------------|-----------------|---------|
| Name: | B&B GCS JOINT VENTURE                | Land Value:     | 0       |
| Site: | COOKS LN                             | Building Value: | 0       |
| Sale: | \$250,000 on 08-2010 Reason=Y Qual=U | Misc Value:     | 0       |
| Mail: | C/O BILLY WAGER                      | Just Value:     | 217,675 |
|       | 3838 RON RD                          | Assessed Value  | 1,436   |
|       | GREEN COVE SPRINGS, FL 32043         | Exempt Value    | 0       |
|       |                                      | Taxable Value   | 1,436   |



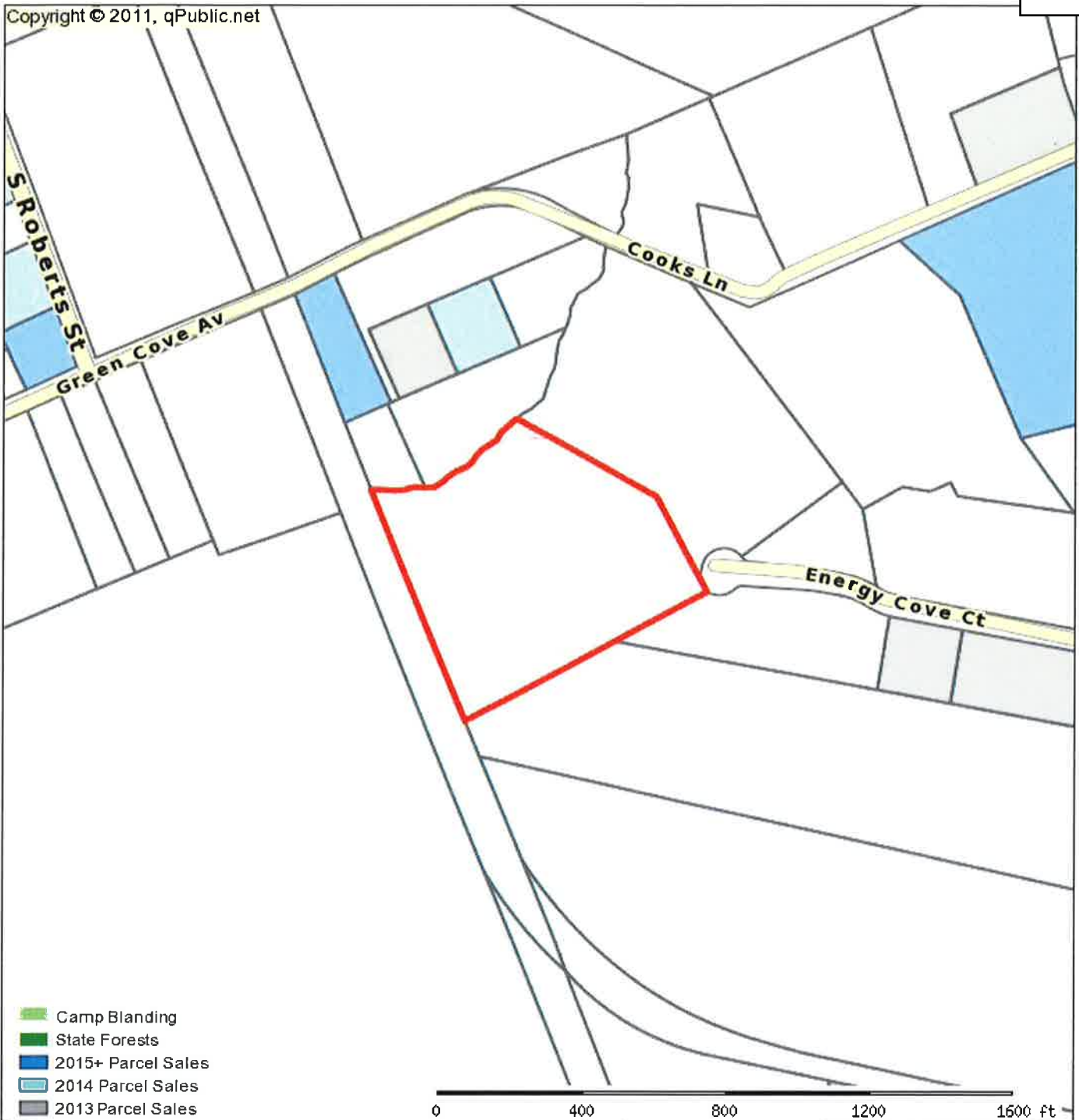
The Clay County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY. NEITHER CLAY COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 01/26/16 14:51:26

Billy Byrom



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- Camp Blanding
- State Forests
- 2015+ Parcel Sales
- 2014 Parcel Sales
- 2013 Parcel Sales

0 400 800 1200 1600 ft

## Clay County Appraiser

Parcel: 38-06-26-016562-001-00 Acres: 9.2

|       |  |                 |           |
|-------|--|-----------------|-----------|
| Name: | ALTERNATE ENERGY TECHNOLOGIES                                  | Land Value:     | 230,000   |
| Site: | 1345 ENERGY COVE CT  | Building Value: | 1,692,747 |
| Sale: | \$320,000 on 05-2010 Reason=Y Qual=Q                           | Misc Value:     | 246,097   |
| Mail: | LLC<br>1345 ENERGY COVE CT<br>GREEN COVE SPRINGS, FL 320434307 | Just Value:     | 2,168,844 |
|       |  | Assessed Value  | 2,168,844 |
|       |  | Exempt Value    | 0         |
|       |  | Taxable Value   | 2,168,844 |



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Date printed: 01/26/16 14:50:59



Several parcels of land situated  
Bayard Tract, Clay County

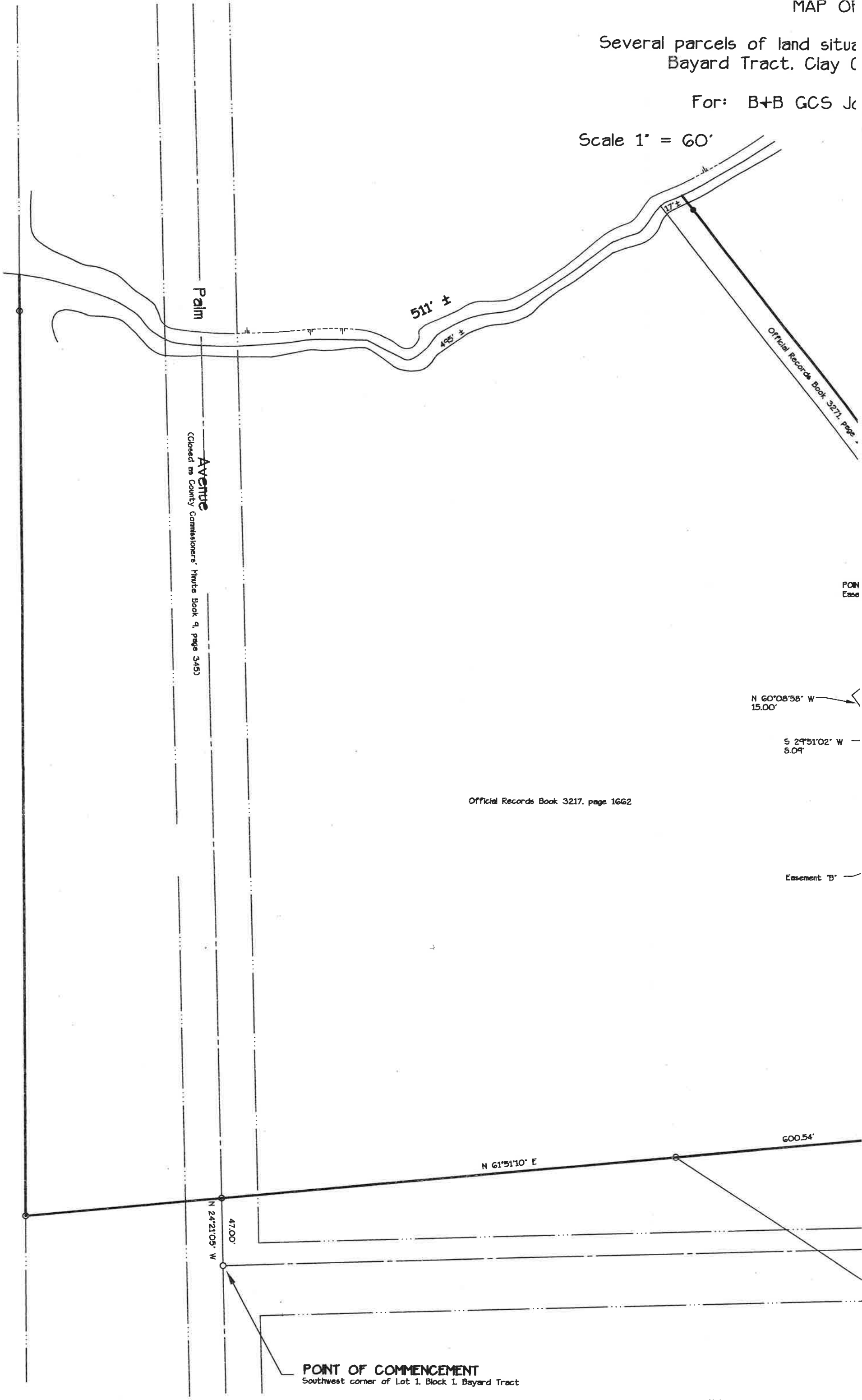
For: B+B GCS, Jr.

Scale 1" = 60'

CSX

Transportation

Railroad



PON  
Eas

N 60°08'58" W  
15.00'

S 29°51'02" W  
8.09'

Official Records Book 3217, page 1662

Easement "B"

N 61°51'10" E

600.54'

N 24°21'05" W  
47.00'

POINT OF COMMENCEMENT  
Southwest corner of Lot 1, Block 1, Bayard Tract

Note:  
This map was prepared for descriptiv  
only and does not represent an actu

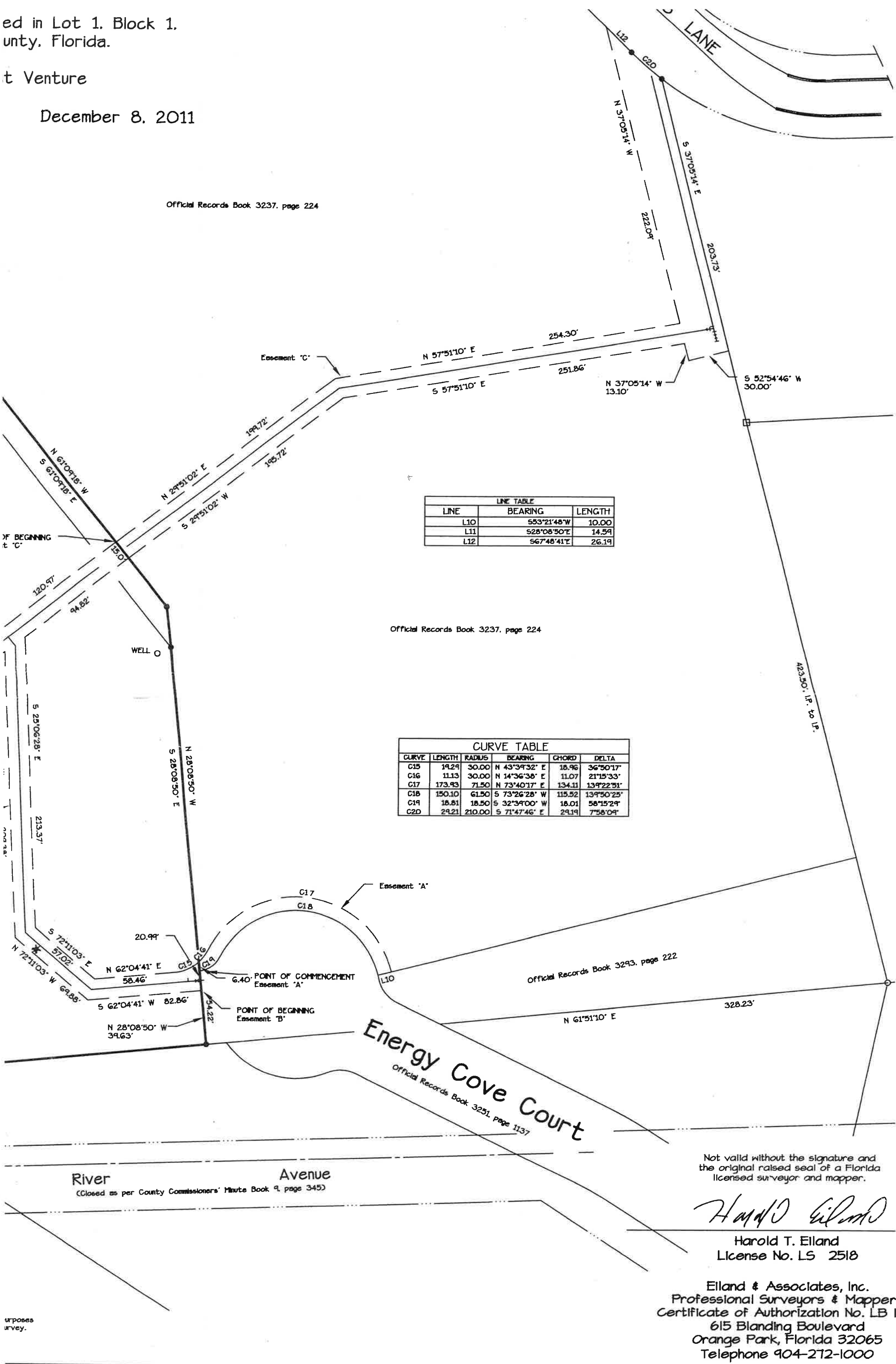


ed in Lot 1. Block 1.  
nty. Florida.

t Venture

December 8, 2011

Official Records Book 3237, page 224



Official Records Book 3237, page 224

Official Records Book 3293, page 222

Official Records Book 3251, page 1137

Not valid without the signature and  
the original raised seal of a Florida  
licensed surveyor and mapper.

*Harold T. Elland*

Harold T. Elland  
License No. LS 2518

Elland & Associates, Inc.  
Professional Surveyors & Mapper  
Certificate of Authorization No. LB 1  
615 Blanding Boulevard  
Orange Park, Florida 32065  
Telephone 904-272-1000

urposes  
urvey.



**FOR OFFICE USE ONLY**

Item #9.

P Z File # \_\_\_\_\_

Application Fee: \_\_\_\_\_

Filing Date: \_\_\_\_\_ Acceptance Date: \_\_\_\_\_

Review Date: SRDT \_\_\_\_\_ P &amp; Z \_\_\_\_\_ CC \_\_\_\_\_

## Rezoning Application

**A. PROJECT**

1. Project Name: Proposed Multi-Family Development
2. Address of Subject Property: 1300 Energy Cove Court
3. Parcel ID Number(s): 38-06-26-016562-000-00
4. Existing Use of Property: Vacant
5. Future Land Use Map Designation: MUH
6. Existing Zoning Designation: MUH C-2/M-2 - Mixed Use Highway
7. Proposed Zoning Designation: R3
8. Acreage: 8.71

**B. APPLICANT**

1. Applicant's Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s) or Contact Person(s): Colin D. Groff Title: P.E.  
Company (if applicable): Black Creek Engineering, Inc  
Mailing address: 3900 Paso Fino Road  
City: Green Cove Springs State: Florida ZIP: 32043  
Telephone: (904) 759-8930 FAX: ( ) e-mail: cdgroff@bellsouth.net
3. If the applicant is agent for the property owner\*  
Name of Owner (titleholder): B&B GCS Joint Venture, C/O John R Smith Jr  
Mailing address: 1 Independent Drive  
City: Jacksonville State: Florida ZIP: 32202  
Telephone: ( ) FAX: ( ) e-mail: jsmith@smithhulsey.com

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

**C. ADDITIONAL INFORMATION**

1. Is there any additional contact for sale of, or options to purchase, the subject property?  
☒ Yes ☐ No If yes, list names of all parties involved: CYOR Studios Inc., See attach contract  
  
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:

Colin D. Groff  
Signature of Applicant

**Colin D. Groff, P.E.**

Typed or printed name and title of applicant

**7/12/2021**

Date

\_\_\_\_\_  
Signature of Co-applicant

\_\_\_\_\_  
Typed or printed name of co-applicant

\_\_\_\_\_  
Date

State of Florida County of Clay

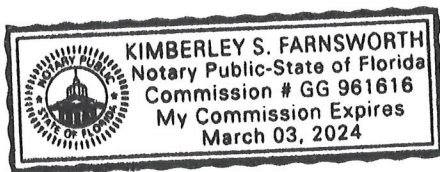
The foregoing application is acknowledged before me this 15 day of July, 2021, by Colin

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

NOTARY SEAL

Kimberly S. Farnsworth

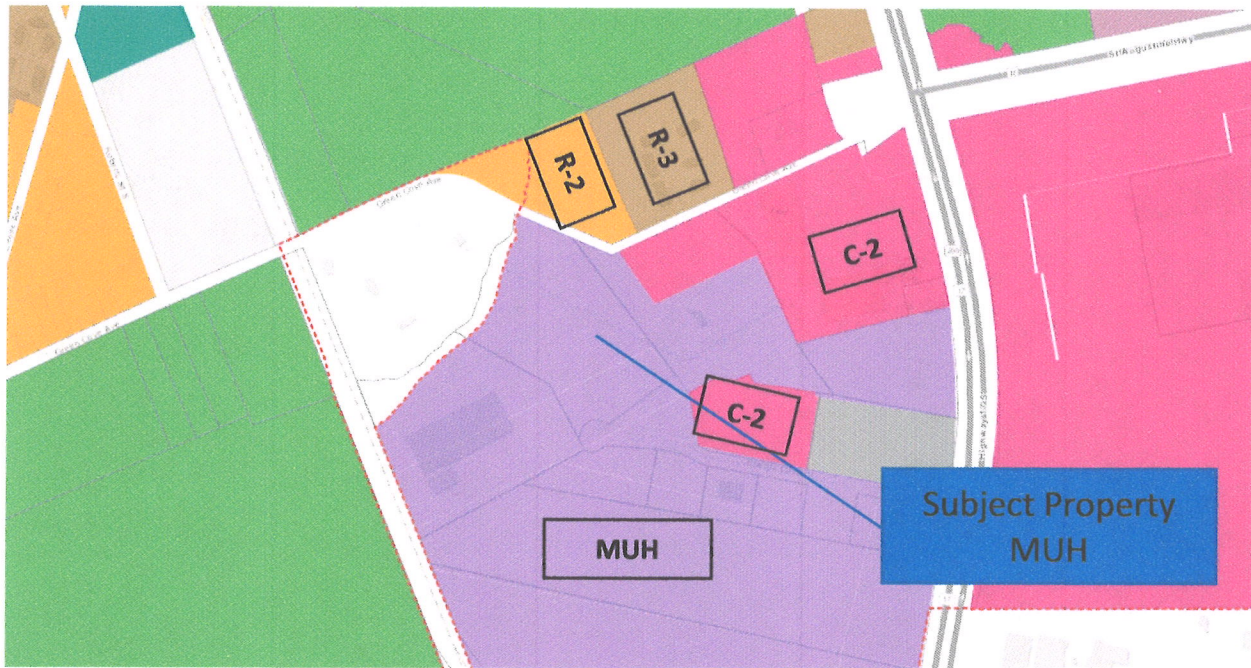
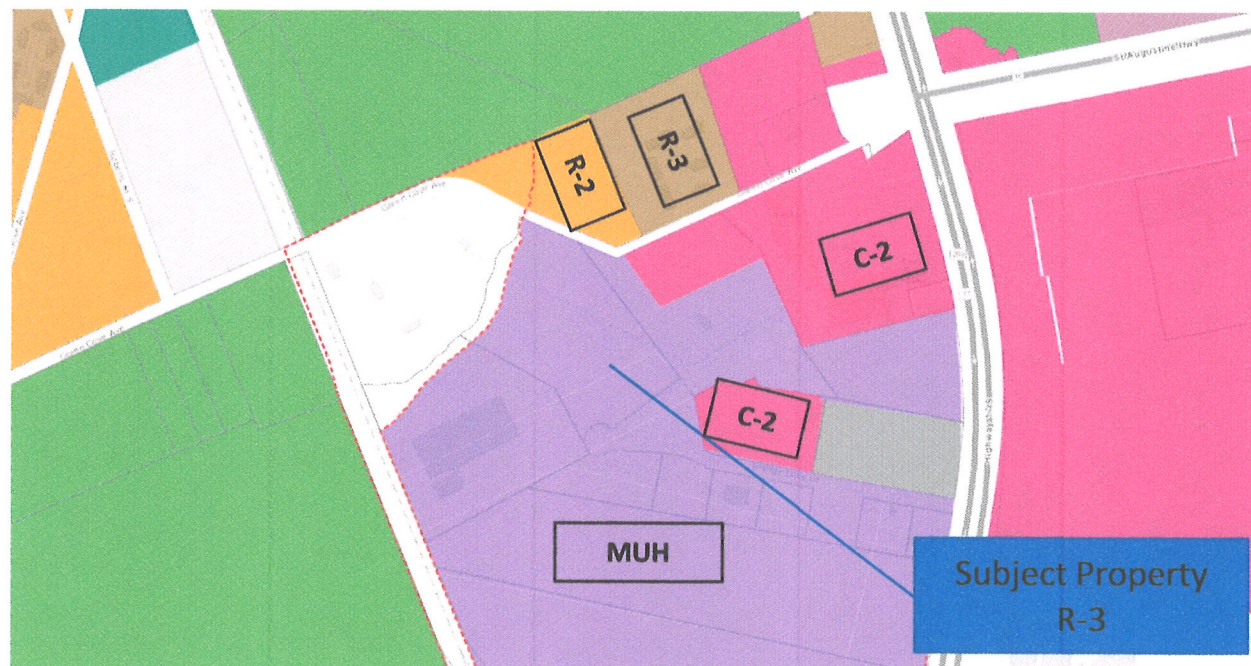
Signature of Notary Public, State of Florida





**Statement of Proposed Zoning Change:**

Parcel #38-06-26-016562-000-00 located at 1300 Energy Cove Court has a current zoning designation of MUH. The applicant is proposing a change in zoning to R-3 to allow a multi-family development to be constructed that would be compatible with the surrounding zoning.

**Current Zoning Map:****Proposed Zoning Map:**



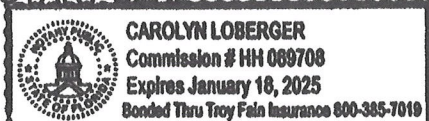
**PROPERTY OWNER AFFIDAVIT**Owner Name: **B&B GCS Joint Venture, C/O John R Smith Jr**Address: **1 Independent Drive** Phone:Agent Name: **Colin D. Groff, P.E.**Address: **3900 Paso Fino Road, Green Cove Springs, FL 32043** Phone: **904 759-8930**Parcel No.: **38-06-26-016562-000-00**Requested Action: **Colin D. Groff, P.E., Black Creek Engineering, Inc. will act as the owners agent for the above listed parcel for work associated with the purchase and sale agreement with CYOR Studios, Inc.****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: Printed name: John R. Smith Jr.Date: 7/15/21The foregoing affidavit is acknowledged before me this 15<sup>th</sup> day ofJuly, 2021, by John R. Smith, Jr., who is/arepersonally known to me, or who has/have produced \_\_\_\_\_

as identification.

NOTARY SEAL

  
Signature of Notary Public, State of Florida





**VACANT LAND  
PURCHASE AND SALE AGREEMENT  
COPYRIGHTED BY AND SUGGESTED FOR USE BY THE MEMBERS OF  
THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.**



1 CYOR Studios Inc.

2 \_\_\_\_\_ ("BUYER/PURCHASER") name(s) as reflected on government-  
3 issued photo ID and **marital status** if individual(s)) and B&B GCS Joint Venture

4 \_\_\_\_\_ ("SELLER"),  
5 (name(s) as reflected on deed or government-issued photo ID and **marital status** if individual(s)), which terms  
6 may be singular or plural and include the successors, personal representatives and assigns of BUYER and  
7 SELLER, hereby agree that SELLER will sell and BUYER will buy the following described property with all  
8 improvements ("the Property"), upon the following terms and conditions and as completed or marked. In any  
9 conflict of terms or conditions, that which is added will supersede that which is printed or marked.

10 **PROPERTY DESCRIPTION:**

11 (a) Street address, city, zip code: Cooks Lane

12 (b) The Property is located in Clay County, Florida. Property Tax ID No: 38-06-26-016562-000-00

13 (c) Legal description of the Real Property (if lengthy, see attached legal description): \_\_\_\_\_

14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 The Property will be conveyed by statutory general warranty deed, trustee's, personal representative's or  
17 guardian's deed as appropriate to the status of SELLER (unless otherwise required herein), subject to current  
18 taxes, existing zoning, recorded restrictive covenants governing the Property, and easements of record which do  
19 not adversely affect marketable title. **Under Florida law financing of the BUYER's principal residence**  
20 **requires BUYER and BUYER's spouse to sign the mortgage(s). Under Florida law the sale of a principal**  
21 **residence requires SELLER's spouse to sign the deed even if the spouse's name is not on SELLER's**  
22 **present deed.**

23 1. PURCHASE PRICE to be paid by BUYER is payable as follows:

24 (A) Binder deposit ☐ is paid herewith, or, ☒ is due within 3 days after  
25 date of acceptance which will remain a binder until closing  
26 unless sooner disbursed according to the provisions of this Agreement.  
27 If neither box is marked, binder deposit is to be paid herewith. \$ 10000.00

28 (B) Additional binder deposit due on or before \_\_\_\_\_ or  
29 90 days after date of acceptance of this Agreement \$ 10000.00

30 (C) Proceeds of a note and mortgage to be executed by BUYER to any  
31 lender other than SELLER (base loan amount excluding financed closing  
32 costs) \$ \_\_\_\_\_

33 (D) Seller financing by note and mortgage executed by BUYER to SELLER  
34 (Requires use of Seller Financing Addendum) \$ \_\_\_\_\_

35 (E) Balance due at closing (not including BUYER's closing costs, prepaid  
36 items or prorations) by wire transfer or, if allowed by settlement agent,  
37 by cashier's or official check drawn on a United States banking institution \$ \_\_\_\_\_  
38

39 (F) **PURCHASE PRICE** \$ 799000.00

40 (G) ☐ **Purchase Price Based on Units** (Complete only if Purchase Price will be based on a per unit price  
41 instead of a fixed sales price). The unit used to determine the Purchase Price is  
42 ☐ Acre  
43 ☐ Square foot  
44 ☐ Other (specify \_\_\_\_\_) prorating  
45 areas of less than a full unit. The Purchase Price will be \$ \_\_\_\_\_ per unit and  
46 adjusted at closing based on a calculation of the units of the Property as certified to BUYER and  
47 SELLER by a Florida-licensed surveyor in accordance with Paragraph 5 of this Agreement. The  
48 following rights of way and other areas within the Property will be excluded from the calculation of  
49 units: \_\_\_\_\_  
50 \_\_\_\_\_  
51 \_\_\_\_\_  
52 \_\_\_\_\_  
53 \_\_\_\_\_  
54 \_\_\_\_\_



**Binder deposit to be held by:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Note: In the event of a dispute between BUYER and SELLER regarding entitlement to the binder deposit(s) held by an attorney or title insurance agency, Broker's resolution remedies referenced in paragraph 12(A) hereof are not available.**

**2. FINANCING INFORMATION:** BUYER intends to finance this transaction as follows:

- ☒ cash  
☐ loan without financing contingency  
☐ loan as marked below with financing contingency. Loan Approval ☐ is ☐ is not conditioned upon the closing of the sale of other real property owned by BUYER. If neither box is marked, then Loan Approval is not conditioned upon the closing of the sale of other real property owned by BUYER.  
☐ seller financing (If marked see applicable SELLER FINANCING ADDENDUM attached hereto and made a part hereof).

**APPLICATION:** Within \_\_\_\_\_ days (5 days if left blank) after date of acceptance of this Agreement, BUYER will complete the application process for mortgage loan(s). BUYER will timely furnish any and all credit, employment, financial, and other information required by lender sufficient to generate a Loan Estimate or similar closing cost estimate, pay all fees require by BUYER's lender and make a continuing and diligent effort to obtain loan approval, **otherwise, BUYER is in default.** BUYER hereby authorizes BUYER's lender to disclose information regarding the status, progress, and conditions of loan application and loan approval to SELLER, SELLER's attorney, Broker(s) to this transaction, and the closing attorney/settlement agent. **BUYER and SELLER hereby further authorize BUYER's lender and the closing attorney/settlement agent to provide a copy of the combined settlement statement and the BUYER and SELLER Closing Disclosures to Broker(s) to this transaction when provided to BUYER and SELLER, both before and at closing (consummation).**

Unless the mortgage loan is approved within \_\_\_\_\_ days (45 days if left blank) after date of acceptance of this Agreement without contingencies other than lender-required repairs/replacements/treatments, marketable title and survey, herein after called the **Loan Approval Period**. **BUYER shall have 5 days thereafter to terminate this Agreement by written notice to the SELLER or be deemed to have waived the financing contingency.**

If BUYER does not terminate this Agreement within said 5 day period, neither BUYER nor SELLER shall have the right to terminate this Agreement under this paragraph, the binder deposit shall not be refundable because of BUYER's failure to obtain financing, and this Agreement shall continue through date of closing.

**3. TITLE EXAMINATION AND DATE OF CLOSING:**

- (A) If title evidence and survey, as specified below, show SELLER is vested with marketable title, including legal access, the transaction will be closed and the deed and other closing papers delivered on or before **(mark only one box):**

- ☐ \_\_\_\_\_ days (15 days if left blank) after the **Loan Approval Period**, or  
☐ \_\_\_\_\_ (specific date), or  
☒ **30** days after date of acceptance of this Agreement, **unless extended by other conditions of this Agreement.**

Marketable title means title which a Florida title insurer will insure as marketable at its regular rates and subject only to matters to be cured at closing and the usual exceptions such as survey, current taxes, zoning ordinances, covenants, restrictions, and easements of record which do not adversely affect marketable title. From the date of acceptance of this Agreement through closing, SELLER will not take or allow any action to be taken that alters or changes the status of title to the Property.

**(B) Extension of Date of Closing:**

If closing cannot occur by the date of closing due to Consumer Financial Protection Bureau (CFPB) delivery requirements, the date of closing shall be extended for the period necessary to satisfy CFPB delivery requirements, not to exceed 10 days. If extreme weather, act of God, act of terrorism or war ("force majeure") prevents any obligation under this Agreement from being performed or causes the unavailability of insurance, all time periods, including the date of closing, will be extended for the period of time that any of the above prevents performance of any obligation under this Agreement, but in no event more than 5 days after restoration of services essential to the closing process and availability of applicable insurance. If force majeure prevents performance of any obligation under this



Agreement for more than 30 days beyond the date of closing, BUYER or SELLER may terminate Agreement by delivering written notice to the other party.

If title evidence or survey reveals any defects which render title unmarketable, or if the Property is not in compliance with governmental regulations/permitting, BUYER or closing agent will have 5 days from receipt of title commitment, survey or written evidence of any permitting/regulatory regulation issue to notify SELLER in writing of such defects. SELLER agrees to use reasonable diligence to cure such defects at SELLER's expense and will have 30 days to do so, in which event this transaction will be closed within 10 days after delivery to BUYER of evidence that such defects have been cured but not sooner than the date of closing. SELLER agrees to pay for and discharge all due and delinquent taxes, liens and other monetary encumbrances, unless otherwise agreed in writing. If SELLER is unable to convey marketable title, or to cure permitting/regulatory issues, BUYER will have the right to either terminate this Agreement, or to accept the Property as SELLER is able to convey, and to close this transaction upon the terms stated herein, which election must be exercised within 10 days after BUYER's receipt of SELLER's written notice of SELLER's inability to cure.

**4. TITLE EVIDENCE: Mark to designate the party responsible to provide title commitment**

☒ **SELLER to provide:** Within 30 days (20 days if left blank) after date of acceptance of this Agreement, SELLER will deliver to BUYER a title insurance commitment for an owner's policy in the amount of the Purchase Price, together with legible copies of all Schedule B-II title exceptions. Subject to paragraph 3(b) above, any expense of curing title defects such as, but not limited to, legal fees, discharge of liens and recording fees will be paid by SELLER. If requested, SELLER will also provide (at BUYER's expense) at or prior to closing a simultaneous title insurance commitment for a mortgage policy.

☐ **BUYER to obtain:** During the Inspection Period BUYER shall obtain and deliver a copy to SELLER:

☐ Title insurance commitment for an owner's policy in the amount of the Purchase Price, together with legible copies of all Schedule B-I requirements and B-II exceptions and/or ☐ Title insurance commitment for mortgage policy in the amount of the new mortgage together with legible copies of all Schedule B-I requirements and B-II exceptions. Subject to paragraph 11(B) below, any expense of curing title defects such as, but not limited to, legal fees, discharge of liens and recording fees will be paid by SELLER. From date of acceptance of this Agreement to closing, SELLER will not take or allow any action to be taken that alters or changes the status of title to the Property.

**5. SURVEY: Mark to designate the party responsible to provide survey**

☒ **SELLER to provide:** Within \_\_\_ days (20 days if left blank) after date of acceptance of this Agreement, SELLER will deliver to BUYER:

☐ A new staked boundary survey of the Property dated within 3 months of closing showing all improvements, certified to SELLER, BUYER, lender and the title insurer; or

☒ A copy of a previously made survey of the Property showing all existing improvements and sufficient to allow removal of the survey exceptions from the title insurance commitment or, if insufficient, then a new staked survey is required; or

☐ No survey is required.

**If a surveyor's flood elevation certificate is required, BUYER shall pay for it.**

☐ **BUYER to obtain:** During the Inspection Period BUYER may obtain and, if obtained, shall deliver a copy to SELLER, a new staked survey of the Property dated within 3 months of closing showing all improvements, certified to SELLER, BUYER, lender, and the title insurer. Upon receipt of the title insurance commitment, the party providing the boundary survey shall provide a copy of the title insurance commitment together with all Schedule B-II title exceptions to the surveyor for inclusion on the survey. Any costs associated therewith shall be paid by the party paying for the boundary survey. The cost and expense of the boundary survey shall be paid for by the party designated in paragraph 8 or 9 of this Agreement. Any survey services other than for the boundary survey and title exceptions inclusion shall be paid for by the BUYER, such as, but not limited to, wetlands delineation, topographical or tree survey. If the Purchase Price is based on a per unit price instead of a fixed price, the survey shall be obtained and shall provide and certify the unit calculation needed pursuant to paragraph 1(G).

**If surveyor's flood elevation certificate is required, BUYER shall pay for it.**

**6. LOSS, DAMAGE OR EMINENT DOMAIN:** SELLER shall bear the risk of loss to the Property until closing. If any of the Property is materially damaged or altered by casualty before closing, or SELLER negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, SELLER will promptly notify BUYER in writing. Either BUYER or SELLER may cancel this Agreement by written notice to the other within 10 days from BUYER's receipt of SELLER's notification, failing which BUYER will close in accordance with this Agreement and receive all payments made by the governmental authority or insurance company, if any.



**PRORATIONS:** All taxes, rents, homeowners' association fees, solid waste collection/recycling/disposal fees, stormwater fees, and Community Development District (CDD) fees will be prorated through the closing before closing based on the most recent information available to the closing attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day of closing shall belong to BUYER. Any proration based on an estimate shall be reprorated at the request of either party upon receipt of the actual bill based on the maximum discount available.

**PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY UPON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

**8. BUYER WILL PAY:**

**(A) CLOSING COSTS:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Recording fees                     | <input type="checkbox"/> Mortgage insurance premium                  |
| <input type="checkbox"/> Intangible tax                                | <input type="checkbox"/> Mortgage discount not to exceed _____       |
| <input type="checkbox"/> Note stamps                                   | <input type="checkbox"/> Survey                                      |
| <input type="checkbox"/> Simultaneous mortgagee title insurance policy | <input type="checkbox"/> Closing attorney/settlement fee             |
| <input type="checkbox"/> Title insurance endorsements                  | <input checked="" type="checkbox"/> BUYER's courier/wire fees        |
| <input type="checkbox"/> Lender's flood certification fees             | <input type="checkbox"/> Title search                                |
| <input type="checkbox"/> Mortgage origination charges                  | <input checked="" type="checkbox"/> Broker transaction Fee \$295.00  |
| <input type="checkbox"/> Appraisal fee                                 | <input type="checkbox"/> Mortgage transfer and assumption charges    |
| <input type="checkbox"/> Credit report(s)                              | <input checked="" type="checkbox"/> Inspection and reinspection fees |
| <input type="checkbox"/> Tax service fee                               |  |
| <input type="checkbox"/> Other _____                                   |  |

**(B)** All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by law or regulation, **together with lender related settlement/title service fees charged to process, close and post close BUYER's loan(s).**

**(C)** Homeowners' association application/transfer fees and capital contributions, if required.

**(D)** PREPAIDS: Prepaid hazard, flood and wind insurance, taxes, interest and mortgage insurance premiums if required by the lender.

**9. SELLER WILL PAY:**

**(A) CLOSING COSTS:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Deed stamps                                | <input type="checkbox"/> Mortgage discount not to exceed _____ |
| <input checked="" type="checkbox"/> Owner's title insurance policy             | <input type="checkbox"/> Appraisal fee                         |
| <input checked="" type="checkbox"/> Title search                               | <input checked="" type="checkbox"/> SELLER's courier/wire fees |
| <input checked="" type="checkbox"/> Closing attorney/settlement fee            | <input type="checkbox"/> Municipal Lien Search                 |
| <input checked="" type="checkbox"/> Survey                                     |  |
| <input checked="" type="checkbox"/> Satisfaction of mortgage and recording fee |  |
| <input type="checkbox"/> Other _____   |  |

**(B)** Real estate commission and broker transaction fee pursuant to the listing agreement.

**(C)** Homeowners' Association estoppel/statement fees, payable upon request by the closing attorney/settlement agent.

**(D)** All other charges required by lender(s) in connection with the BUYER's loan(s), which BUYER is prohibited from paying by law or regulation.

**(E)** If SELLER agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph 8(A)** and those specified in paragraphs 8(B), 8(C) and 8(D).

**(F)** All mortgage payments, homeowners' association fees and assessments, Community Development Fees (CDD fees) and government special assessments due and payable shall be paid current at SELLER's expense at the time of closing.

**(G)** Public Body Special Assessments. At closing, SELLER will pay: (i) the full amount of liens imposed by a public body that are certified, confirmed and ratified before the date of closing not payable in installments; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially completed as of date of acceptance of this Agreement but that has not resulted in a lien being imposed on the Property before closing. "Public body" does not include homeowners' association or CDD fees.



If public body special assessments may be paid in installments (Mark only one box)

☒ BUYER shall pay installments due after date of closing.

☐ SELLER will pay the assessment in full prior to or at the time of closing.

**IF NEITHER BOX IS MARKED THEN BUYER SHALL PAY INSTALLMENTS DUE AFTER DATE OF CLOSING. This paragraph 9(G) shall not apply to liens imposed by a Community Development District created by Florida Statutes 190. The special benefit tax assessment imposed by a Community Development District shall be treated as an ad valorem tax.**

**10. DEFAULT:**

(A) If BUYER defaults under this Agreement, all binder deposit(s) paid and agreed to be paid (after deduction of unpaid closing costs incurred except inspection fee(s), credit report and appraisal fees) will be retained by SELLER as agreed upon liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims. BUYER and SELLER will then be relieved of all obligations to each other under this Agreement except for BUYER's responsibility for damages caused during inspections as described in paragraph 14.

(B) If SELLER defaults under this Agreement, BUYER may either: (i) seek specific performance; or (ii) elect to receive the return of BUYER's binder deposit(s) without thereby waiving any action for damages resulting from SELLER's default.

(C) Binder deposit(s) retained by SELLER as liquidated damages will be distributed pursuant to the terms of the listing agreement and this Agreement.

**11. NON-DEFAULT PAYMENT OF EXPENSES:**

(A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of BUYER with costs deducted from the binder deposit(s) and the remainder of the binder deposit(s) shall be returned to BUYER. This will include but not be limited to the transaction not closing because BUYER does not obtain the required financing as provided in this Agreement or BUYER invokes BUYER's right to terminate under any contingency in this Agreement; however, if Buyer elects to terminate this Agreement pursuant to paragraph 2 and 14, each party will be responsible for all loan and sale processing costs specified to be paid by that party, except all inspections, including WDO Report, which shall be paid by BUYER.

(B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of SELLER, and BUYER will be entitled to the return of the binder deposit(s). This will include the transaction not closing because SELLER cannot deliver marketable title, or, is unable to cure permitting/regulatory compliance issues, but shall not include failure to appraise or termination pursuant to paragraph 14.

**12. BINDER DISPUTE, WAIVER OF JURY TRIAL AND ATTORNEY FEES:**

(A) In the event of a dispute between BUYER and SELLER as to entitlement to the binder deposit(s), the holder of the binder deposit(s) may file an interpleader action in accordance with applicable law to determine entitlement to the binder deposit(s), and the interpleader's attorney's fees and costs shall be deducted and paid from the binder deposit(s) and assessed against the non-prevailing party, or the broker holding the binder deposit(s) may request the issuance of an escrow disbursement order from the Florida Division of Real Estate. In either event, BUYER and SELLER agree to be bound thereby, and shall indemnify and hold harmless the holder of the binder deposit(s) from all costs, attorney's fees and damages upon disbursement in accordance therewith.

(B) All controversies and claims between BUYER, SELLER or Broker, directly or indirectly, arising out of or relating to this Agreement or this transaction will be determined by non-jury trial. BUYER, SELLER and Broker, jointly and severally, knowingly, voluntarily and intentionally waive any and all rights to a trial by jury in any litigation, action or proceeding involving BUYER, SELLER or Broker, whether arising directly or indirectly from this Agreement or this transaction or relating thereto. Each party will be liable for their own costs and attorney's fees except for interpleader's attorney's fees and costs which shall be payable as set forth in paragraph 12(A).

**13. PROPERTY DISCLOSURE:** SELLER does hereby represent that SELLER has legal authority and capacity to convey the Property, and that no other person or entity has an ownership interest in the Property. SELLER represents that SELLER has no knowledge of facts materially affecting the value of the Property other than those which BUYER can readily observe  
**except:**



SELLER further represents that the Property is not now and will not be prior to date of closing subject to any municipal or county code enforcement proceeding and that no citation has been issued except

Item #9.

If the Property is or becomes subject to such a proceeding prior to date of closing, SELLER shall comply with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes, SELLER shall be responsible for compliance with applicable code and all orders issued in such proceeding unless otherwise agreed herein. SELLER has received no written or verbal notice from any governmental entity as to uncorrected environmental, regulatory/permitting, or safety code violations, and SELLER has no knowledge of any repairs or improvements made to the Property not then in compliance with governmental regulations/permitting except:

**AIRPORT NOTICE ZONES:** If the Property is in Noise Zones A, B and/or an Airport Notice Zone, BUYER and SELLER agree to comply with the City of Jacksonville Ordinance Code Section 656.1010.

**14. MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition until closing, except for normal wear and tear, and SELLER will not engage in or permit any activity that would materially alter the Property's condition without the BUYER's prior written consent. If BUYER elects not to have inspections and investigations performed, BUYER accepts the Property in its "AS IS" condition as of the date of acceptance of this Agreement. BUYER will be responsible for repair of all damages to the Property resulting from inspections and investigations, and BUYER will return the Property to its pre-inspection condition. These obligations shall survive termination of this agreement.

(A) **Inspection of the Property. Mark (1) or (2) below to designate whether an Inspection Period applies. If neither box is marked, the Inspection Period DOES NOT apply.**

(1) ☐ **No Inspection Period.** BUYER is satisfied that the Property is suitable for BUYER's intended use, including, but not limited to, (i) the zoning and any proposed zoning changes for the Property, (ii) the subdivision, deed or other restrictions that affect the Property, (iii) the status of any moratorium on the Property, (iv) the availability of concurrency for the Property, (v) the availability of utilities, (vi) whether the Property can be legally used for BUYER's intended use, (vii) the condition of the Property, and (viii) all other matters concerning BUYER's intended use of the Property. This Agreement is **NOT** contingent on BUYER conducting any further investigations.

(2) ☒ **Inspection Period.** BUYER may, at BUYER's expense, until 5:00 p.m., on ☐ \_\_\_\_\_ (date) or ☐ 180 \_\_\_\_\_ days (30 days, if left blank) after date of acceptance of this Agreement (the "Inspection Period") perform such due diligence on, investigate and inspect the Property, to determine whether or not the same is satisfactory to BUYER, in BUYER's sole and absolute discretion. During the Inspection Period, BUYER may conduct such tests and inspections as BUYER may desire including, but not limited to, appraisals of the Property, title and survey examination, soil testings and/or borings, permitting, municipal lien searches, site plan and other determinations, for BUYER's intended or potential use of the Property. During such Inspection Period, BUYER will be provided access to the Property to, among other things, inspect the Property, determine the condition thereof, verify zoning, conduct engineering and environmental studies, feasibility tests, determine use under zoning or the proposed comprehensive land use plan, test for hazardous materials, and to determine the availability of water, sewer and other utilities.

If BUYER determines, in BUYER's **sole discretion**, that the Property is not acceptable to BUYER, then prior to the expiration of the Inspection Period, BUYER may deliver to SELLER written notice of BUYER's election to terminate this Agreement, in which event the deposit(s) shall be returned to the BUYER and the parties hereto shall be discharged from their obligations hereunder except as provided in this paragraph 14.

If this transaction does not close for any reason whatsoever, BUYER shall be responsible to restore the Property to its original condition. Promptly upon the completion of any inspection, examination or test, BUYER shall restore the Property to its former condition.

Prior to closing, BUYER shall not permit any liens to be placed on the Property arising from any action of BUYER and if any such liens are placed on the Property, BUYER shall promptly remove such liens by payment or bonding no later than the earlier of: (i) 10 days after demand thereof by SELLER; or (ii) date of closing; or (iii) termination of this Agreement.

BUYER shall not engage in any activity on the Property other than inspections prior to closing (which inspection rights shall be from the date of this Agreement to the earlier of: (i) closing or (ii) termination of this Agreement even though the Inspection Period may have expired) without the prior written consent of SELLER. BUYER and its employees, agents and contractors shall enter upon the Property at their own risk and SELLER shall not be liable in any way for damages or acts suffered by such parties.



Upon expiration of the Inspection Period, if BUYER has not terminated this Agreement, the deposit shall become NON-REFUNDABLE and, if BUYER fails to close for any reason other than SELLER's default or SELLER's inability to perform, the deposit(s) shall be retained by SELLER as liquidated damages and will be distributed pursuant to the terms of the listing agreement and this Agreement.

BUYER hereby agrees to defend, indemnify and hold SELLER harmless against any claims, costs, damages, or liability arising out of BUYER's inspection/investigation of the Property, including costs and reasonable attorney's fees. BUYER agrees to defend, indemnify and hold SELLER harmless from and against all liens on the Property filed by contractors, material suppliers, or laborers performing work and tests for BUYER. The indemnification and hold harmless provisions of this paragraph shall survive any termination of this Agreement.

(B) **Access:** SELLER will make the Property available for inspections and investigations during the time provided for inspections and investigations in this paragraph, and, if not, the time for inspections and investigations will be extended by the time access was denied.

(C) **Broker's Notice:** BUYER and SELLER acknowledge and agree that neither the Listing Broker nor Selling Broker warrants the condition, size or square footage of the Property and neither is liable to BUYER or SELLER in any manner whatsoever for any losses, damages, claims, suits, and costs regarding same. BUYER and SELLER hereby release and hold harmless said Brokers and their licensees from any losses, damages, claims, suits, and costs arising out of or occurring with respect to the condition, size or square footage of the Property. Brokers shall not be liable for the performance by any provider of services or products recommended by Brokers. Such recommendations are made as a courtesy. BUYER and SELLER may select their own providers of services or products.

15. **ZONING, RESTRICTIONS, CONCURRENCY, UTILITIES, AND INTENDED USE:** BUYER will have the Inspection Period, if applicable, to determine and verify: (i) the zoning and any proposed zoning changes for the Property, (ii) whether there are any subdivision, deed or other restrictions affecting the Property, (iii) the status of any moratorium on the Property, (iv) the availability of concurrency for the Property, (v) the availability of utilities, (vi) whether the Property can be legally used for BUYER's intended use, or (vii) any other matter that could prevent BUYER's intended use of the Property at the time of closing. Neither BUYER nor SELLER may initiate any change to any of the foregoing prior to closing without the written consent of the other party. SELLER warrants and represents that there is ingress and egress to and from the Property sufficient for its current use.

#### 16. **SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.**

(A) ☒ **NO SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.** SELLER makes no representations or warranties concerning the environmental condition of the Property or the Subsurface Condition of the Property as hereinafter defined.

(B) ☐ **SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.** SELLER makes the following representations concerning the environmental condition of the Property and the Subsurface Condition of the Property. These representations shall survive closing.

(i) Subsurface Conditions. SELLER hereby represents to BUYER that, to the best of SELLER's knowledge: (a) there are no man-made adverse physical conditions on or under any portion of the Property including, without limitation, buried debris, human burials or remains, archaeological sites, landfills of any type, or hazardous wastes, and that the Property has not at any time been used for any such purpose; and (b) there are no other adverse physical conditions on or under any portion of the Property including, without limitation, muck, fault lines, sinkholes or other geological conditions or soil conditions adverse to construction purposes ("Subsurface Conditions").

(ii) SELLER hereby represents to BUYER that, to the best of SELLER's knowledge: (a) the Property and all uses of the Property have been, and presently are, in compliance with all federal, state, and local environmental laws; (b) no hazardous substances have been generated, stored, treated, or transferred on the Property, except as specifically disclosed to BUYER or permitted under environmental law; (c) SELLER has no knowledge of any spill or environmental law violation on any property contiguous to the Property; (d) SELLER has not received or otherwise obtained knowledge of any spill or contamination on the Property, any existing or threatened environmental lien against the Property, or any lawsuit, proceeding, or investigation regarding the handling of hazardous substances on the Property; and (e) SELLER has all permits necessary for any activity and operations currently being conducted on the Property and such permits are in full force and effect.

#### 17. **POSSESSION:**

☒ BUYER will be given possession at closing;

or

☐ BUYER will be given possession within \_\_\_\_ days after the date of closing at no rental cost to SELLER, or as otherwise set forth in paragraph 20 hereof.

If neither box is marked, then BUYER will be given possession at closing.



**PROPERTY INCLUDES:** Included in the Purchase Price are all (if any) fencing, trees, timber, fill minerals, all as now existing or installed on the Property, and these additional items:

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**ADDENDA/RIDERS/DISCLOSURES:**

If marked the following are attached hereto and made a part of this Agreement:

- ☐ Homeowners' Association/Community Disclosure Addendum  
☐ Coastal Construction Control Line Disclosure Addendum  
☐ Short Sale Addendum  
☐ Continued Marketing Addendum  
☐ Counter Offer Addendum (To accept a counteroffer, BUYER and SELLER must sign both this Agreement and the Counter Offer Addendum)  
☐ Other (Specify here)

**ADDITIONAL TERMS AND CONDITIONS:** Buyer shall have 90 to determine the feasibility of the project.

Buyer shall have an additional 90 to continue to have property rezoned for intended use upon payment of an additional \$10,000 deposit to be applied to purchase price. At the end of 180 days the deposits shall be non-refundable. 3 additional 30 day extensions may be granted for an additional \$5,000 non-refundable deposit which shall not be applied to the sales price.

**COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** BUYER and SELLER acknowledge receipt of a copy of this Agreement. Except for brokerage agreements, BUYER, SELLER and Broker agree that the terms of this Agreement constitute the entire agreement between them and that they have not received or relied on any representations by Brokers or any material regarding the Property including, but not limited to, listing information, that are not expressed in this Agreement. No prior or present agreements or representations will bind BUYER, SELLER or Brokers unless incorporated into this Agreement. Modifications of this Agreement will not be binding unless in writing, signed and delivered by the party to be bound. This Agreement and any modifications to this Agreement may be signed in counterparts and may be executed and/or transmitted by electronic media, including facsimile and email. Headings are for reference only and shall not be deemed to control interpretations. If any provision of this Agreement is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Neither this Agreement nor any memorandum hereof will be recorded in any public records. For emphasis, some of the provisions have been bolded and or capitalized, but every provision in this Agreement is significant and should be reviewed and understood. No provision should be ignored or disregarded because it is not in bold or emphasized in some manner.

In the performance of the terms and conditions of this Agreement each party will deal fairly and in good faith with the other. Written notice to the Broker for a party shall be deemed notice to that party. All assignable repair and treatment contracts and warranties are deemed assigned by SELLER to BUYER at closing unless otherwise stated herein. SELLER agrees to sign all documents necessary to accomplish same, at BUYER's expense, if any.

**TIME IS OF THE ESSENCE IN THIS AGREEMENT:** As used in this Agreement, "days" means calendar days. Any time periods herein, other than the time of acceptance, which end on a Saturday, Sunday, or federal holiday shall extend to the next day which is not a Saturday, Sunday or federal holiday. All references to a date other than the date of acceptance shall end at 7:00 p.m. Eastern Time.

**NO OTHER AGREEMENTS AND BUYER'S AND SELLER'S NOTICES:** BUYER and SELLER represent that they have not entered into any other agreements with real estate brokers other than those named below with regard to the Property. All notices, requests, and other communications required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by a recognized national overnight courier service, or shall be sent by facsimile, addressed as follows:

If to BUYER, to the BUYER's Broker or to BUYER at the address or fax number hereinafter set forth, with a copy to Selling Broker, at the address or fax number hereinafter set forth.

If to SELLER, to the SELLER's Broker or to SELLER at the address or fax number hereinafter set forth, with a copy to Listing Broker, at the address or fax number hereinafter set forth.

or to any other address or addresses as any party may designate from time to time by written notice given in accordance with this paragraph. Any such notice will be considered delivered: (1) on the date on which



465 the return receipt is signed, delivery is refused, or the notice is designated by the postal authority as  
 466 deliverable, as the case may be if mailed; (2) on the date delivered by personal delivery; (3) on the  
 467 delivered by a recognized national overnight courier service; or (4) on the date of successful transmission if  
 468 sent by facsimile. BUYER and SELLER give the Brokers authorization to advise surrounding neighbors  
 469 who will be the new owner of the Property. "Broker", as used in this Agreement, is deemed to include all of  
 470 Broker's licensees licensed to sell real property in the State of Florida.

471 24. **ASSIGNMENT:** Mark appropriate assignment provision. If left blank, this Agreement is NOT assignable by  
 472 BUYER.

473 ☐ BUYER may not assign this Agreement without SELLER's written consent which may be withheld in  
 474 SELLER's sole and absolute discretion, provided, however, BUYER may assign without SELLER's consent  
 475 to an entity in which BUYER directly owns a majority or controlling interest or as follows: \_\_\_\_\_  
 476 \_\_\_\_\_

477 ☒ BUYER may assign this Agreement without SELLER's consent.

478 25. **PROFESSIONAL ADVICE; NO BROKER LIABILITY:** Broker advises BUYER and SELLER to verify all  
 479 facts and representations that are important to them and to consult an appropriate professional for legal  
 480 advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction,  
 481 status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental  
 482 and other specialized advice. BUYER agrees to rely solely on SELLER's representations herein (if any),  
 483 professional inspectors and governmental agencies for verification of the Property condition and facts that  
 484 materially affect the Property value, and BUYER expressly releases the Broker(s) from liability for each of  
 485 the foregoing.

486 26. **ESCROW DISCLOSURE:** BUYER and SELLER agree that Broker may place escrow funds in an interest-  
 487 bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain  
 488 any interest earned as the cost associated with maintenance of said escrow.

489 27. **SOCIAL SECURITY OR TAX I.D. NUMBER:** BUYER and SELLER agree to provide their respective  
 490 Social Security or Tax I.D. number to closing attorney/ settlement agent upon request.

491 28. **1031 EXCHANGE:** BUYER or SELLER may elect to effect a tax-deferred exchange under Internal  
 492 Revenue Service Code Section 1031(which shall not delay the closing), in which event BUYER and  
 493 SELLER agree to sign documents required to effect the exchange, provided the non-exchanging party  
 494 shall not incur any costs, fees or liability as a result of or in connection with the exchange.

495 29. **PAYOFF AUTHORIZATION:** SELLER hereby authorizes the closing attorney/settlement agent to obtain  
 496 mortgage payoff letters (including from foreclosure attorneys) and Homeowner's Association estoppel  
 497 letters on behalf of SELLER.

498 30. **FIRPTA TAX WITHHOLDING:** If SELLER is a "foreign person" as defined by the Foreign Investment in  
 499 Real Property Tax Act, the BUYER and SELLER shall comply with the Act, which may require SELLER to  
 500 provide additional funds at closing. **SELLER agrees to disclose to closing attorney/settlement agent at**  
 501 **least 10 days before closing if any SELLER is not a U. S. citizen or resident alien.**

502 31. **TIME OF ACCEPTANCE:** IF THIS OFFER IS NOT SIGNED BY BUYER AND SELLER AND DELIVERED  
 503 TO BUYER AND SELLER OR THEIR RESPECTIVE BROKER (INCLUDING ELECTRONICALLY OR BY  
 504 FAX) ON OR BEFORE \_\_\_\_:01 ☐ A.M. ☐ P.M. \_\_\_\_\_ (DATE), THIS OFFER WILL BE  
 505 DEEMED WITHDRAWN. THE TIME FOR ACCEPTANCE OF ANY COUNTER OFFER SHALL BE  
 506 \_\_\_\_\_ HOURS (24 HOURS IF LEFT BLANK) FROM THE TIME THE COUNTER OFFER IS  
 507 DELIVERED.

508 32. **DATE OF ACCEPTANCE:** The date of acceptance of this Agreement shall be the date on which this  
 509 Agreement is last executed by BUYER and SELLER and the fact of execution is communicated to the  
 510 other party in writing.

511 **If this Agreement is not understood, BUYER and SELLER should seek competent legal advice.**

512 **WIRE FRAUD ALERT. Criminals are hacking email accounts of real estate agents, title companies,**  
 513 **settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds**  
 514 **to the account of the criminal. The emails look legitimate, but they are not. BUYER and SELLER are**  
 515 **advised not to wire any funds without personally speaking with the intended recipient of the wire to**  
 516 **confirm the routing number and the account number. BUYER and SELLER should not send**  
 517 **personal information such as social security numbers, bank account numbers and credit card**  
 518 **numbers except through secured email or personal delivery to the intended recipient. BUYER and**  
 519 **SELLER agree to indemnify and hold harmless all brokers from all losses, liabilities, charges and**

Item #9.



520 **costs they may incur due to any and all wire transfers or wire instructions relating to the trans**  
 521 **issuance of funds.** Item #9.

|  |  |
|--|--|
| 522 <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div><br>523 BUYER _____ DATE _____<br>524 Marital Status _____<br>525 <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div><br>526 BUYER _____ DATE _____<br>527 Marital Status _____<br>528 <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div><br>529 BUYER _____ DATE _____<br>530 Marital Status _____<br>531 <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div><br>532 BUYER _____ DATE _____<br>533 Marital Status _____ | <div style="border: 1px solid black; height: 1.2em; width: 100%;"></div><br>SELLER _____ DATE _____<br>Marital Status _____<br><div style="border: 1px solid black; height: 1.2em; width: 100%;"></div><br>SELLER _____ DATE _____<br>Marital Status _____<br><div style="border: 1px solid black; height: 1.2em; width: 100%;"></div><br>SELLER _____ DATE _____<br>Marital Status _____<br><div style="border: 1px solid black; height: 1.2em; width: 100%;"></div><br>SELLER _____ DATE _____<br>Marital Status _____ |
|--|--|

☐ Mark if any SELLER is not a U. S. Citizen or resident alien.

534 Broker, by signature below, acknowledges receipt of \$ \_\_\_\_\_ ☐ cash ☐ check as the binder  
 535 deposit specified in paragraph 1(A) of this Agreement. It will be deposited and held in escrow pending  
 536 disbursement according to the terms hereof, together with any additional binder deposit(s) escrowed by the terms  
 537 of this Agreement.

538 \_\_\_\_\_  
 539 Company By \_\_\_\_\_ Title \_\_\_\_\_

### END OF PURCHASE AND SALE AGREEMENT

540 **Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraph**  
 541 **12 and 21 above. This Agreement shall not be used to modify any multiple listing service or other offer of**  
 542 **compensation made by a Listing Broker.**

543 Exit Magnolia Point Realty  
 544 Firm Name of Selling Broker

545 558467  
 546 Broker's State License ID (BK Real Estate Number)

547 904-284-4653  
 548 Phone for Selling Broker

549 3616 Magnolia Point Blvd.  
 550 Selling Broker Office Address

551 Green Cove Springs Fl 32043  
 552 Selling Broker City, State, Zip Code

Exit Magnolia Point Realty  
 Firm Name of Listing Broker

558467  
 Broker's State License ID (BK Real Estate Number)

904-284-4653  
 Phone for Listing Broker

3616 Magnolia Point Blvd.  
 Listing Broker Office Address

Green Cove Springs, Fl 32043  
 Listing Broker City, State, Zip Code

553 By:   
 554 Authorized Licensee Signature

555 Bert V Royal  
 556 Printed Name of Licensee

557 vanroyal2@aol.com  
 558 Email Address

559 904-294-2784  
 560 Phone for Selling Licensee

561 5589467  
 562 Licensee's State License ID  
 563 (BK or SL Real Estate Number)

By:   
 Authorized Licensee Signature

Bert V Royal  
 Printed Name of Licensee

vanroyal2@aol.com  
 Email Address

904-294-2784  
 Phone for Listing Licensee

558467  
 Licensee's State License ID  
 (BK or SL Real Estate Number)



Table 02  
Roadway Characteristics Inventory  
Ayreshire PUD, Clay County, Florida

| Link No.     | Roadway                    | Segment   | Agency                     | Speed Limit | Adopted LOS | Adopted LOS Peak Hour MSV | Length (Miles) | Lanes   | Facility Type   | Area Type | Source      | 2019 ADT Collected | 2019 Peak Hour Volumes | Existing Conditions V/C Ratio |
|--------------|----------------------------|---|----------------------------|-------------|-------------|---------------------------|----------------|---------|-----------------|-----------|-------------|--------------------|------------------------|-------------------------------|
| 46           | CR 220                     | Swim. Pen Creek Bridge to College Dr.           | COUNTY                     | 45          | D           | 2,925                     | 1.70           | 4 - DIV | Major Collector | Urban     | Clay County | 33,745             | 2,961                  | 101.23%                       |
| 47           | CR 220                     | College Dr. to Knight Boxx Rd.                  | COUNTY                     | 45          | D           | 2,925                     | 1.40           | 4 - DIV | Major Collector | Urban     | Clay County | 31,408             | 1,859                  | 63.56%                        |
| 48           | CR 220                     | Knight Boxx Rd. to CR 209                       | COUNTY                     | 45          | E           | 1,521                     | 1.40           | 2       | Major Collector | Urban     | Clay County | 21,969             | 1,730                  | 113.74%                       |
| 48.1         | CR 220                     | CR 209 to Baxley Rd                             | COUNTY                     | 45          | E           | 1,521                     | 1.20           | 2       | Major Collector | Urban     | Clay County | 13,837             | 1,123                  | 73.83%                        |
| 49           | CR 220                     | Baxley Rd to SR 21                              | COUNTY                     | 45          | E           | 1,521                     | 1.80           | 2       | Major Collector | Urban     | Clay County | 7,943              | 765                    | 50.30%                        |
| 50           | CR 220-B (Knight Boxx Rd.) | SR 21 to CR 220                                 | COUNTY                     | 35          | E           | 3,060                     | 1.20           | 4       | Major Collector | Urban     | Clay County | 13,545             | 1,092                  | 35.69%                        |
| 51           | CR 224 (College Dr.)       | SR 21 to CR 220A                                | COUNTY                     | 45          | E           | 3,060                     | 1.60           | 4 - DIV | Major Collector | Urban     | Clay County | 24,246             | 2,167                  | 70.82%                        |
| 52           | CR 224                     | CR 220A to CR 220                               | COUNTY                     | 45          | E           | 3,060                     | 1.10           | 4 - DIV | Major Collector | Urban     | Clay County | 21,212             | 1,920                  | 62.75%                        |
| 53           | CR 315                     | SR 16 to CR 315B                                | COUNTY                     | 35          | E           | 1,355                     | 0.80           | 2       | Minor Collector | Urban     | Clay County | 5,841              | 562                    | 41.49%                        |
| 53.1         | CR 315                     | CR 315B to US 17                                | COUNTY                     | 45          | E           | 1,355                     | 3.40           | 2       | Minor Collector | Urban     | Clay County | 7,543              | 671                    | 49.54%                        |
| 53.2         | CR 315B                    | CR 209 to CR 315                                | COUNTY                     | 45          | E           | 1,355                     | 0.50           | 2       | Minor Collector | Urban     | Clay County | 4,092              | 371                    | 27.39%                        |
| 54           | CR 739                     | CR 209 to CR 739B                               | COUNTY                     | 45          | E           | 3,015                     | 2.20           | 4 - DIV | Minor Collector | Urban     | Clay County | 11,780             | 1,077                  | 35.72%                        |
| 55           | CR 739                     | CR 739B to CR 218                               | COUNTY                     | 45          | E           | 3,015                     | 1.00           | 4 - DIV | Minor Collector | Urban     | Clay County | 11,576             | 1,036                  | 34.36%                        |
| 56           | CR 739-B (Sandridge Rd.)   | Rolling View Blvd to CR 209                     | COUNTY                     | 45          | E           | 1,161                     | 2.00           | 2       | Minor Collector | Urban     | Clay County | 6,559              | 659                    | 56.76%                        |
| 56.1 (New 4) | CR 739-B (Sandridge Rd.)   | CR 739 to Rolling View Blvd.                    | COUNTY                     | 45          | E           | 1,161                     | 1.80           | 2       | Minor Collector | Urban     | Clay County | 9,140              | 873                    | 75.19%                        |
| 57           | Doctors Lake Dr.           | Orange Park to Greenridge Rd.                   | COUNTY                     | 35          | E           | 1,161                     | 2.60           | 2       | Minor Collector | Urban     | Clay County | 9,775              | 998                    | 85.96%                        |
| 58           | Doctors Lake Dr.           | Greenridge Rd. to Peoria Rd.                    | COUNTY                     | 35          | E           | 1,161                     | 1.75           | 2       | Minor Collector | Urban     | Clay County | 6,710              | 703                    | 60.55%                        |
| 59           | Moody Rd.                  | Doctors Lake Dr. to Suzanne Ave.                | COUNTY                     | 30          | E           | 1,161                     | 1.50           | 2       | Minor Collector | Urban     | Clay County | 6,771              | 800                    | 68.91%                        |
| 60           | Moody Rd.                  | Suzanne Ave. to Peoria Rd.                      | COUNTY                     | 30          | E           | 1,161                     | 1.95           | 2       | Minor Collector | Urban     | Clay County | 7,421              | 860                    | 74.07%                        |
| 61           | Old Jennings Rd.           | SR 21 to SR 23                                  | COUNTY                     | 45          | E           | 3,230                     | 1.20           | 4 - DIV | Minor Collector | Urban     | Clay County | 20,047             | 1,852                  | 57.34%                        |
| 61.1         | Old Jennings Rd.           | SR 23 to Long Bay Rd                            | COUNTY                     | 45          | E           | 1,606                     | 2.00           | 2       | Minor Collector | Urban     | Clay County | 7,998              | 693                    | 43.16%                        |
| 62           | Peoria Rd.                 | College Dr. to Moody Rd.                        | COUNTY                     | 40          | E           | 1,355                     | 0.23           | 2       | Minor Collector | Urban     | Clay County | 11,719             | 1,229                  | 90.73%                        |
| 63           | Peoria Rd.                 | Moody Rd. to Doctors Lake Dr.                   | COUNTY                     | 40          | E           | 1,355                     | 0.62           | 2       | Minor Collector | Urban     | Clay County | 6,265              | 674                    | 49.76%                        |
| 64           | Wells Rd.                  | SR 21 to Orange Park                            | COUNTY                     | 45          | E           | 3,015                     | 2.00           | 4 - DIV | Minor Arterial  | Urban     | Clay County | 21,584             | 1,860                  | 61.69%                        |
| 65           | Cheswick Oaks Ave.         | Duval County Line to End of Pavement            | COUNTY                     | 35          | E           | 1,521                     | 1.00           | 2       | Major Collector | Urban     | Clay County | 9,701              | 842                    | 55.36%                        |
| 66           | Baxley Rd                  | SR 21 to CR 220                                 | COUNTY                     | 35          | E           | 1,355                     | 0.50           | 2       | Minor Collector | Urban     | Clay County | 8,873              | 766                    | 56.55%                        |
| 67           | Long Bay Rd.               | Old Jennings Road to SR 21                      | COUNTY                     | 45          | E           | 1,355                     | 2.70           | 2       | Minor Collector | Urban     | Clay County | 4,253              | 377                    | 27.83%                        |
| 68 (New 1)   | Oakleaf Plantation Pkwy    | Argyle Forrest Blvd to Branan Field Chaffee Rd. | COUNTY                     | 45          | E           | 3,060                     | 3.80           | 4 - DIV | Major Collector | Urban     | Clay County | 20,075             | 1,661                  | 54.28%                        |
| H            | First Coast Expressway     | Old Jennings Blvd. to SR 21                     | FDOT                       | 65          | D           | 6,700                     |                | 4 - DIV | Freeway         | Urban     |             | -                  | -                      | 0.00%                         |
| I            | First Coast Expressway     | SR 21 to CR 739B                                | FDOT                       | 65          | D           | 6,700                     |                | 4 - DIV | Freeway         | Urban     |             | -                  | -                      | 0.00%                         |
| J            | First Coast Expressway     | CR 739B to CR 218 Extension                     | FDOT                       | 65          | D           | 6,700                     |                | 4 - DIV | Freeway         | Urban     |             | -                  | -                      | 0.00%                         |
| K            | First Coast Expressway     | CR 218 Extension to SR 16                       | FDOT                       | 65          | D           | 6,700                     |                | 4 - DIV | Freeway         | Urban     |             | -                  | -                      | 0.00%                         |
| L            | First Coast Expressway     | SR 16 to US 17                                  | FDOT                       | 65          | D           | 6,700                     |                | 4 - DIV | Freeway         | Urban     |             | -                  | -                      | 0.00%                         |
| M            | First Coast Expressway     | US 17 to St. Johns County Line                  | FDOT                       | 65          | D           | 6,700                     |                | 4 - DIV | Freeway         | Urban     |             | -                  | -                      | 0.00%                         |
| N            | Oak Ridge Avenue           | SR 16 to Green Cove Avenue                      | City of Green Cove Springs | 35          | D           | 1,161                     |                | 2       | Minor Collector | Urban     | FDOT        | 2,200              | 198                    | 17.05%                        |
| O            | Oak Ridge Avenue           | Green Cove Avenue to Project Entrance           | City of Green Cove Springs | 35          | D           | 1,161                     |                | 2       | Minor Collector | Urban     | FDOT        | 2,200              | 198                    | 17.05%                        |
| P            | Oak Ridge Avenue           | Project Entrance to US 17                       | City of Green Cove Springs | 35          | D           | 1,161                     |                | 2       | Minor Collector | Urban     | FDOT        | 2,200              | 198                    | 17.05%                        |
| Q            | Green Cove Avenue          | US 17 to Oak Ridge Avenue                       | City of Green Cove Springs | 25          | D           | 1,161                     |                | 2       | Local Road      | Urban     | FDOT        | 1,600              | 144                    | 12.40%                        |



Table 03  
Project Traffic Distribution and Assignment  
Ayreshire PUD, Clay County, Florida

|              |                            |   | 17,115                                   | 1,889                      |           |                  |                             |                             |
|--------------|----------------------------|---|--|----------------------------|-----------|------------------|-----------------------------|-----------------------------|
| Link No.     | Roadway                    | Segment   | Adjusted Project<br>Traffic Distribution | Project Traffic Assignment |           | Peak Hour<br>MSV | Project Traffic<br>% of MSV | Roadway Segment<br>Impacted |
|              |                            |   |  | Daily                      | Peak Hour |                  |                             |                             |
| A            | US 17                      | Duval County Line to Wells Rd.                  | 13.40%                                   | 2,294                      | 253       | 8,411            | 3.01%                       | No                          |
| B            | US 17                      | Wells Rd. to Kingsley Ave.                      | 12.03%                                   | 2,058                      | 227       | 5,390            | 4.21%                       | No                          |
| C            | US 17                      | Kingsley Ave. to Dr. Inlet Bridge               | 16.35%                                   | 2,798                      | 309       | 5,390            | 5.73%                       | Yes                         |
| 1            | US 17                      | Dr. Inlet Bridge to Raggedy Point Dr.           | 16.44%                                   | 2,814                      | 311       | 5,390            | 5.77%                       | Yes                         |
| 1.1          | US 17                      | Raggedy Point Dr. to CR 220                     | 17.04%                                   | 2,917                      | 322       | 5,390            | 5.97%                       | Yes                         |
| 2            | US 17                      | CR 220 to Water Oak Lane                        | 19.11%                                   | 3,270                      | 361       | 8,840            | 4.08%                       | No                          |
| 3            | US 17                      | Water Oak Lane to Black Creek Bridge            | 20.11%                                   | 3,441                      | 380       | 8,840            | 4.30%                       | No                          |
| 3.1          | US 17                      | Black Creek Bridge to CR 209                    | 20.51%                                   | 3,510                      | 387       | 5,900            | 6.56%                       | Yes                         |
| 4            | US 17                      | CR 209 to Green Cove Springs                    | 23.70%                                   | 4,056                      | 448       | 5,900            | 7.59%                       | Yes                         |
| D            | US 17                      | Green Cove Springs to SR 16 West                | 30.87%                                   | 5,283                      | 583       | 2,920            | 19.97%                      | Yes                         |
| E            | US 17                      | SR 16 East to SR 16 West                        | 35.37%                                   | 6,054                      | 668       | 3,580            | 18.66%                      | Yes                         |
| F            | US 17                      | SR 16 East to CR 209                            | 40.35%                                   | 6,907                      | 762       | 3,580            | 21.28%                      | Yes                         |
| G            | US 17                      | CR 209 to CR 226                                | 3.98%                                    | 681                        | 75        | 3,580            | 2.09%                       | No                          |
| 5            | US 17                      | CR 226 to Putnam County Line                    | 3.25%                                    | 556                        | 61        | 4,460            | 1.37%                       | No                          |
| 7            | US 301                     | Duval County Line to CR 218                     | 0.10%                                    | 17                         | 2         | 4,190            | 0.05%                       | No                          |
| 8            | US 301                     | CR 218 to Bradford County Line                  | 0.00%                                    | -                          | -         | 3,220            | 0.00%                       | No                          |
| 9            | SR 16                      | Green Cove Springs to Penney Farms              | 3.11%                                    | 532                        | 59        | 1,550            | 3.81%                       | No                          |
| 10           | SR 16                      | Penney Farms to SR 21                           | 0.09%                                    | 15                         | 2         | 3,070            | 0.07%                       | No                          |
| 11           | SR 16                      | SR 21 to CR 215                                 | 0.00%                                    | -                          | -         | 5,600            | 0.00%                       | No                          |
| 12           | SR 16                      | CR 215 to End of 4 lane                         | 0.00%                                    | -                          | -         | 5,600            | 0.00%                       | No                          |
| 13           | SR 16                      | End of 4 lane to SR 230                         | 0.00%                                    | -                          | -         | 2,290            | 0.00%                       | No                          |
| 14           | SR 16                      | SR 230 to Bradford County Line                  | 0.00%                                    | -                          | -         | 2,290            | 0.00%                       | No                          |
| 15           | SR 16                      | Shands Bridge                                   | 1.53%                                    | 262                        | 29        | 3,070            | 0.94%                       | No                          |
| 16           | SR 21                      | Duval County Line to Wells Rd.                  | 0.38%                                    | 65                         | 7         | 5,130            | 0.14%                       | No                          |
| 17           | SR 21                      | Wells Rd. to Kingsley Ave.                      | 0.10%                                    | 17                         | 2         | 5,390            | 0.04%                       | No                          |
| 18           | SR 21                      | Kingsley Ave. to Suzanne Ave.                   | 0.03%                                    | 5                          | 1         | 5,130            | 0.02%                       | No                          |
| 19           | SR 21                      | Suzanne Ave. to College Dr.                     | 0.33%                                    | 56                         | 6         | 5,130            | 0.12%                       | No                          |
| 20           | SR 21                      | College Dr. to Knight Boxx Rd.                  | 0.08%                                    | 14                         | 2         | 5,130            | 0.04%                       | No                          |
| 21           | SR 21                      | Knight Boxx Rd. to Old Jennings Rd.             | 0.13%                                    | 22                         | 2         | 5,390            | 0.04%                       | No                          |
| 22           | SR 21                      | Old Jennings Rd. to SR 23                       | 0.05%                                    | 9                          | 1         | 3,570            | 0.03%                       | No                          |
| 23           | SR 21                      | SR 23 to CR 220                                 | 0.05%                                    | 9                          | 1         | 3,570            | 0.03%                       | No                          |
| 24           | SR 21                      | CR 220 to Long Bay Rd                           | 0.00%                                    | -                          | -         | 3,400            | 0.00%                       | No                          |
| 24.1         | SR 21                      | Long Bay Rd to CR 218                           | 0.17%                                    | 29                         | 3         | 3,518            | 0.09%                       | No                          |
| 25           | SR 21                      | CR 218 to CR 215                                | 0.17%                                    | 29                         | 3         | 3,570            | 0.08%                       | No                          |
| 26           | SR 21                      | CR 215 to SR 16                                 | 0.00%                                    | -                          | -         | 3,070            | 0.00%                       | No                          |
| 27           | SR 21                      | SR 16 to CR 315                                 | 0.05%                                    | 9                          | 1         | 1,530            | 0.07%                       | No                          |
| 28           | SR 21                      | CR 315 to Bradford County Line                  | 0.04%                                    | 7                          | 1         | 2,290            | 0.04%                       | No                          |
| 29           | SR 23 (Branan Field Rd.)   | Duval County Line to Oakleaf Plantation Pkwy    | 0.24%                                    | 41                         | 5         | 1,250            | 0.40%                       | No                          |
| 29.1         | SR 23 (Branan Field Rd.)   | Oakleaf Plantation Pkwy to Old Jennings Rd.     | 0.24%                                    | 41                         | 5         | 3,250            | 0.15%                       | No                          |
| 29.2 (New 2) | Chalenger Dr.              | Oakleaf Plantation Pkwy to Old Jennings Rd.     | 0.05%                                    | 9                          | 1         | 2,040            | 0.05%                       | No                          |
| 29.3 (New 3) | Discovery Dr.              | Oakleaf Plantation Pkwy to Old Jennings Rd.     | 0.08%                                    | 14                         | 2         | 2,040            | 0.10%                       | No                          |
| 30           | SR 23                      | Old Jennings Rd. to SR 21                       | 0.24%                                    | 41                         | 5         | 3,250            | 0.15%                       | No                          |
| 31           | SR 100                     | Bradford County Line to CR 214                  | 0.00%                                    | -                          | -         | 800              | 0.00%                       | No                          |
| 32           | SR 100                     | CR 214 to Putnam County Line                    | 0.01%                                    | 2                          | -         | 1,690            | 0.00%                       | No                          |
| 33           | SR 224 (Kingsley Ave.)     | SR 21 to Orange Park                            | 3.50%                                    | 599                        | 66        | 3,400            | 1.94%                       | No                          |
| 34           | SR 230                     | Bradford County Line to SR 16                   | 0.00%                                    | -                          | -         | 2,290            | 0.00%                       | No                          |
| 35           | CR 209                     | SR 21 to CR 220                                 | 0.17%                                    | 29                         | 3         | 2,277            | 0.13%                       | No                          |
| 36           | CR 209                     | CR 220 to CR 739                                | 0.27%                                    | 46                         | 5         | 3,088            | 0.16%                       | No                          |
| 37           | CR 209                     | CR 739 to CR 739B                               | 0.28%                                    | 48                         | 5         | 1,521            | 0.33%                       | No                          |
| 38           | CR 209                     | CR 739B to CR 315B                              | 0.85%                                    | 145                        | 16        | 1,521            | 1.05%                       | No                          |
| 38.1         | CR 209                     | CR 315B to US 17                                | 0.75%                                    | 128                        | 14        | 1,521            | 0.92%                       | No                          |
| 39           | CR 218                     | SR 16 to CR 739                                 | 0.11%                                    | 19                         | 2         | 1,503            | 0.13%                       | No                          |
| 40           | CR 218                     | CR 739 to Thunder Rd.                           | 0.75%                                    | 128                        | 14        | 1,521            | 0.92%                       | No                          |
| 41           | CR 218                     | Thunder Rd. to SR 21                            | 0.62%                                    | 106                        | 12        | 1,521            | 0.79%                       | No                          |
| 42           | CR 218                     | SR 21 to S. Mimosa Ave.                         | 0.24%                                    | 41                         | 5         | 1,521            | 0.33%                       | No                          |
| 43           | CR 218                     | S. Mimosa Ave. to US 301                        | 0.22%                                    | 38                         | 4         | 1,521            | 0.26%                       | No                          |
| 44           | CR 220                     | US 17 to W. Lake Shore Dr.                      | 3.07%                                    | 525                        | 58        | 4,401            | 1.32%                       | No                          |
| 45           | CR 220                     | W. Lake Shore Dr. to Swim. Pen Creek Bridge     | 2.49%                                    | 426                        | 47        | 2,925            | 1.61%                       | No                          |
| 46           | CR 220                     | Swim. Pen Creek Bridge to College Dr.           | 2.28%                                    | 390                        | 43        | 2,925            | 1.47%                       | No                          |
| 47           | CR 220                     | College Dr. to Knight Boxx Rd.                  | 0.98%                                    | 168                        | 19        | 2,925            | 0.65%                       | No                          |
| 48           | CR 220                     | Knight Boxx Rd. to CR 209                       | 0.60%                                    | 103                        | 11        | 1,521            | 0.72%                       | No                          |
| 48.1         | CR 220                     | CR 209 to Baxley Rd                             | 0.51%                                    | 87                         | 10        | 1,521            | 0.66%                       | No                          |
| 49           | CR 220                     | Baxley Rd to SR 21                              | 0.15%                                    | 26                         | 3         | 1,521            | 0.20%                       | No                          |
| 50           | CR 220-B (Knight Boxx Rd.) | SR 21 to CR 220                                 | 0.22%                                    | 38                         | 4         | 3,060            | 0.13%                       | No                          |
| 51           | CR 224 (College Dr.)       | SR 21 to CR 220A                                | 1.09%                                    | 187                        | 21        | 3,060            | 0.69%                       | No                          |
| 52           | CR 224                     | CR 220A to CR 220                               | 1.23%                                    | 211                        | 23        | 3,060            | 0.75%                       | No                          |
| 53           | CR 315                     | SR 16 to CR 315B                                | 2.12%                                    | 363                        | 40        | 1,355            | 2.95%                       | No                          |
| 53.1         | CR 315                     | CR 315B to US 17                                | 0.46%                                    | 79                         | 9         | 1,355            | 0.66%                       | No                          |
| 53.2         | CR 315B                    | CR 209 to CR 315                                | 0.75%                                    | 128                        | 14        | 1,355            | 1.03%                       | No                          |
| 54           | CR 739                     | CR 209 to CR 739B                               | 0.00%                                    | -                          | -         | 3,015            | 0.00%                       | No                          |
| 55           | CR 739                     | CR 739B to CR 218                               | 0.00%                                    | -                          | -         | 3,015            | 0.00%                       | No                          |
| 56           | CR 739-B (Sandridge Rd.)   | Rolling View Blvd to CR 209                     | 0.15%                                    | 26                         | 3         | 1,161            | 0.26%                       | No                          |
| 56.1 (New 4) | CR 739-B (Sandridge Rd.)   | CR 739 to Rolling View Blvd.                    | 0.15%                                    | 26                         | 3         | 1,161            | 0.26%                       | No                          |
| 57           | Doctors Lake Dr.           | Orange Park to Greenridge Rd.                   | 0.16%                                    | 27                         | 3         | 1,161            | 0.26%                       | No                          |
| 58           | Doctors Lake Dr.           | Greenridge Rd. to Peoria Rd.                    | 0.00%                                    | -                          | -         | 1,161            | 0.00%                       | No                          |
| 59           | Moody Rd.                  | Doctors Lake Dr. to Suzanne Ave.                | 0.09%                                    | 15                         | 2         | 1,161            | 0.17%                       | No                          |
| 60           | Moody Rd.                  | Suzanne Ave. to Peoria Rd.                      | 0.11%                                    | 19                         | 2         | 1,161            | 0.17%                       | No                          |
| 61           | Old Jennings Rd.           | SR 21 to SR 23                                  | 0.17%                                    | 29                         | 3         | 3,230            | 0.09%                       | No                          |
| 61.1         | Old Jennings Rd.           | SR 23 to Long Bay Rd                            | 0.01%                                    | 2                          | -         | 1,606            | 0.00%                       | No                          |
| 62           | Peoria Rd.                 | College Dr. to Moody Rd.                        | 0.18%                                    | 31                         | 3         | 1,355            | 0.22%                       | No                          |
| 63           | Peoria Rd.                 | Moody Rd. to Doctors Lake Dr.                   | 0.06%                                    | 10                         | 1         | 1,355            | 0.07%                       | No                          |
| 64           | Wells Rd.                  | SR 21 to Orange Park                            | 0.22%                                    | 38                         | 4         | 3,015            | 0.13%                       | No                          |
| 65           | Cheswick Oaks Ave.         | Duval County Line to End of Pavement            | 0.00%                                    | -                          | -         | 1,521            | 0.00%                       | No                          |
| 66           | Baxley Rd                  | SR 21 to CR 220                                 | 0.17%                                    | 29                         | 3         | 1,355            | 0.22%                       | No                          |
| 67           | Long Bay Rd.               | Old Jennings Road to SR 21                      | 0.07%                                    | 12                         | 1         | 1,355            | 0.07%                       | No                          |
| 68 (New 1)   | Oakleaf Plantation Pkwy    | Argyle Forrest Blvd to Branan Field Chaffee Rd. | 0.06%                                    | 10                         | 1         | 3,060            | 0.03%                       | No                          |
| H            | First Coast Expressway     | Old Jennings Blvd. to SR 21                     | 14.06%                                   | 2,406                      | 266       | 6,700            | 3.97%                       | No                          |
| I            | First Coast Expressway     | SR 21 to CR 739B                                | 14.06%                                   | 2,406                      | 266       | 6,700            | 3.97%                       | No                          |
| J            | First Coast Expressway     | CR 739B to CR 218 Extension                     | 14.06%                                   | 2,406                      | 266       | 6,700            | 3.97%                       | No                          |
| K            | First Coast Expressway     | CR 218 Extension to SR 16                       | 14.06%                                   | 2,406                      | 266       | 6,700            | 3.97%                       | No                          |
| L            | First Coast Expressway     | SR 16 to US 17                                  | 14.65%                                   | 2,507                      | 277       | 6,700            | 4.13%                       | No                          |
| M            | First Coast Expressway     | US 17 to St. Johns County Line                  | 33.98%                                   | 5,816                      | 642       | 6,700            | 9.58%                       | Yes                         |
| N            | Oak Ridge Avenue           | SR 16 to Green Cove Avenue                      | 6.70%                                    | 1,147                      | 127       | 1,161            | 10.94%                      | Yes                         |
| O            | Oak Ridge Avenue           | Green Cove Avenue to Project Entrance           | 6.70%                                    | 1,147                      | 127       | 1,161            | 10.94%                      | Yes                         |
| P            | Oak Ridge Avenue           | Project Entrance to US 17                       | 4.32%                                    | 739                        | 82        | 1,161            | 7.06%                       | Yes                         |
| Q            | Green Cove Avenue          | US 17 to Oak Ridge Avenue                       | 3.35%                                    | 573                        | 63        | 1,161            | 5.43%                       | Yes                         |

| Roadway          | Termini                           | Year 2030<br>AADT | Project Traffic<br>Distribution |
|------------------|-----------------------------------|-------------------|---------------------------------|
| Oak Ridge Avenue | SR 16 to Project Entrance         |                   | 6.70%                           |
| Oak Ridge Avenue | Project Entrance to US 17         |                   | 4.32%                           |
| US 17            | SR 16 to Project Entrance         |                   | 40.35%                          |
| US 17            | Project Entrance to Outer Beltway | 17,890            | 48.63%                          |
| Outer Beltway    | US 17 to SR 13/16                 | 11,833            | 33.98%                          |
| Outer Beltway    | US 17 to SR 16 West               | 5,100             | 14.65%                          |

100.00%



# I. FUTURE LAND USE

[DRAFT 08/21]





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## I. FUTURE LAND USE ELEMENT

### A. INTRODUCTION

#### 1. Purpose

The Future Land Use Element (FLUE) is intended to designate future land use (FLU) patterns that will best accommodate the projected population and development while minimizing adverse impacts on natural resources and maintaining essential public facilities and services.

The FLUE consists of an inventory and analysis of existing land use data and patterns, the projection of future land needs, objectives and policies as well as a land use map series. The Future Land Use Map (FLUM) and its associated policies will guide development in a 25-year planning horizon. Land development regulations and other tools will be used to implement the plan.

#### 2. General History

Just 30 miles south of Jacksonville Florida and 40 miles northeast of St. Augustine, Green Cove Springs lines the middle bend of the St. Johns River. Originally inhabited by native aboriginals thousands of years ago, the City first began to take shape in 1816 when George I.F. Clarke established the area's first large-scale lumbering operation.

In the 1850s, the area was often referred to as White Sulfur Springs before being renamed to Green Cove Springs in 1866. 'Green' refers to the lush, green vegetation in the area and the natural spring in the City, while 'Cove' refers to the bend of the St. Johns River on which the City was established. Continuing the timber legacy of George Clarke, Green Cove Springs' economy was sustained and amplified by the live oak harvesting industry. Moreover, livestock and hunting activities were increasingly prevalent within the area during the in mid-1800s. However, the area's main attractor of early settlers and tourists was the area's warm springs, which quickly grew in popularity with both Florida residents and traveling northerners in late 19<sup>th</sup> century. As a testament to the area's early tourism industry, several historic full-service hotels from this era continue to line the St. Johns River.

Shortly after this period, a third industry grew into significance: dairy farming. Gustafson's Farm opened in 1908, eventually becoming one of the largest privately-owned dairies in the southeast region of the United States. In 2004, the operation was purchased by Southeast Milk and changes in consumer taste forced the company to close its centurion Green Cove Springs doors in 2013, which caused a significant loss of local jobs and revenue.

Dairy farming was not the only economic stronghold to suffer. The great winter freeze of 1894-1895 inspired railroad owner Henry Flagler to extend his tracks further south towards what is now known as the City of Miami. After Henry Flagler's Florida East Coast (FEC) Railway offered northern Americans access to south Florida locations, such as Palm Beach and Miami, tourism activity greatly declined within Green Cove Springs.

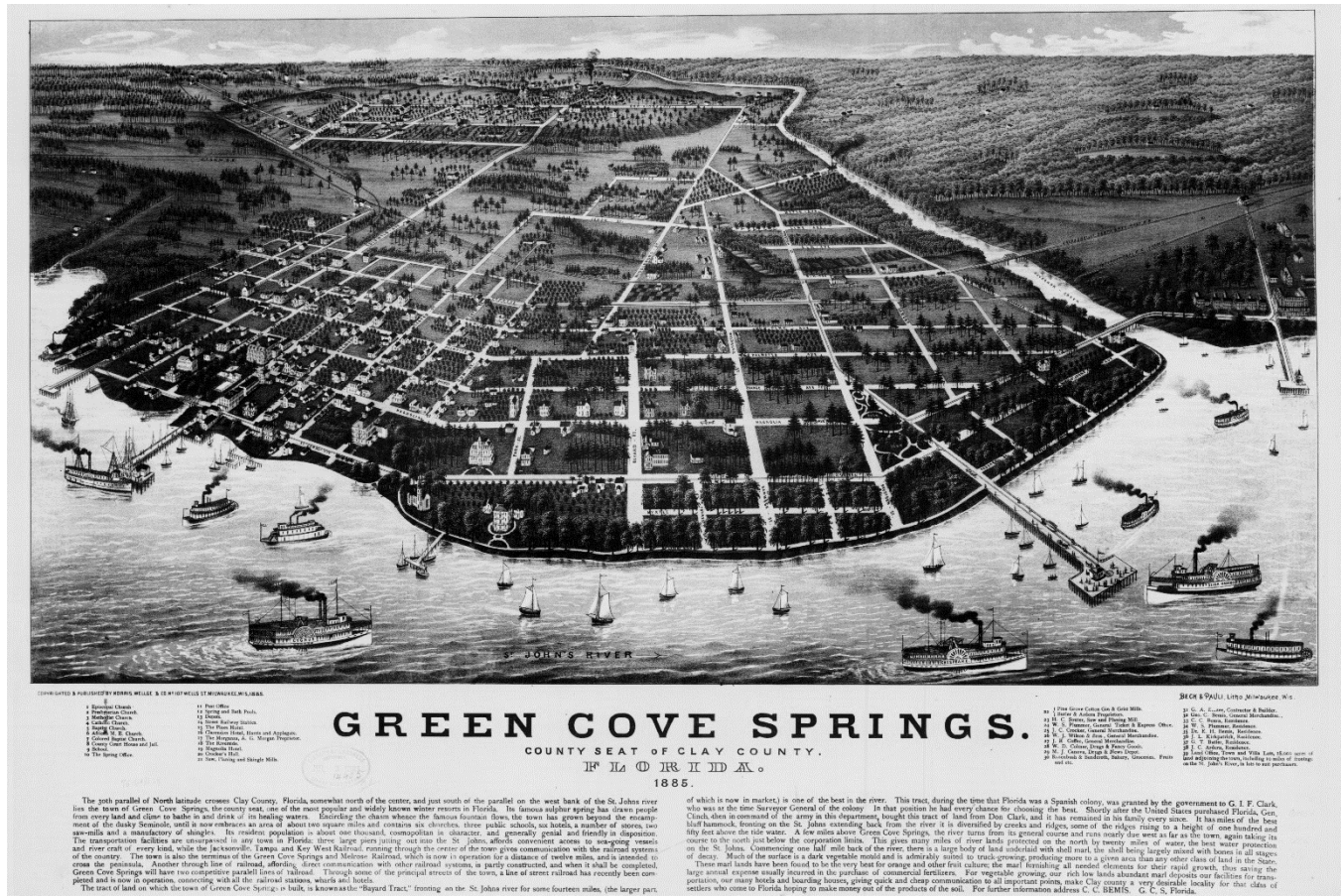
Even with the success of the Gustafson Farm, Green Cover Springs suffered greatly from the American Great Depression of the early 1930s. Fortunately, the military installations, Benjamin Lee Field (renamed Naval Air Station Green Cove Springs) and Camp Blanding, encouraged economic recovery towards the end of the 1930s. The Naval Air Station was purchased by the City after its



1961 decommission but was eventually sold to the Reynolds Metal Company for the construction of the Reynolds Industrial Park with hopes for substantial job creation. The Park remains an important part of the City's future growth. Today, the City of Green Cove Springs thrives as a historic North Florida community balancing a manufacturing, health care, and retail trade economy.

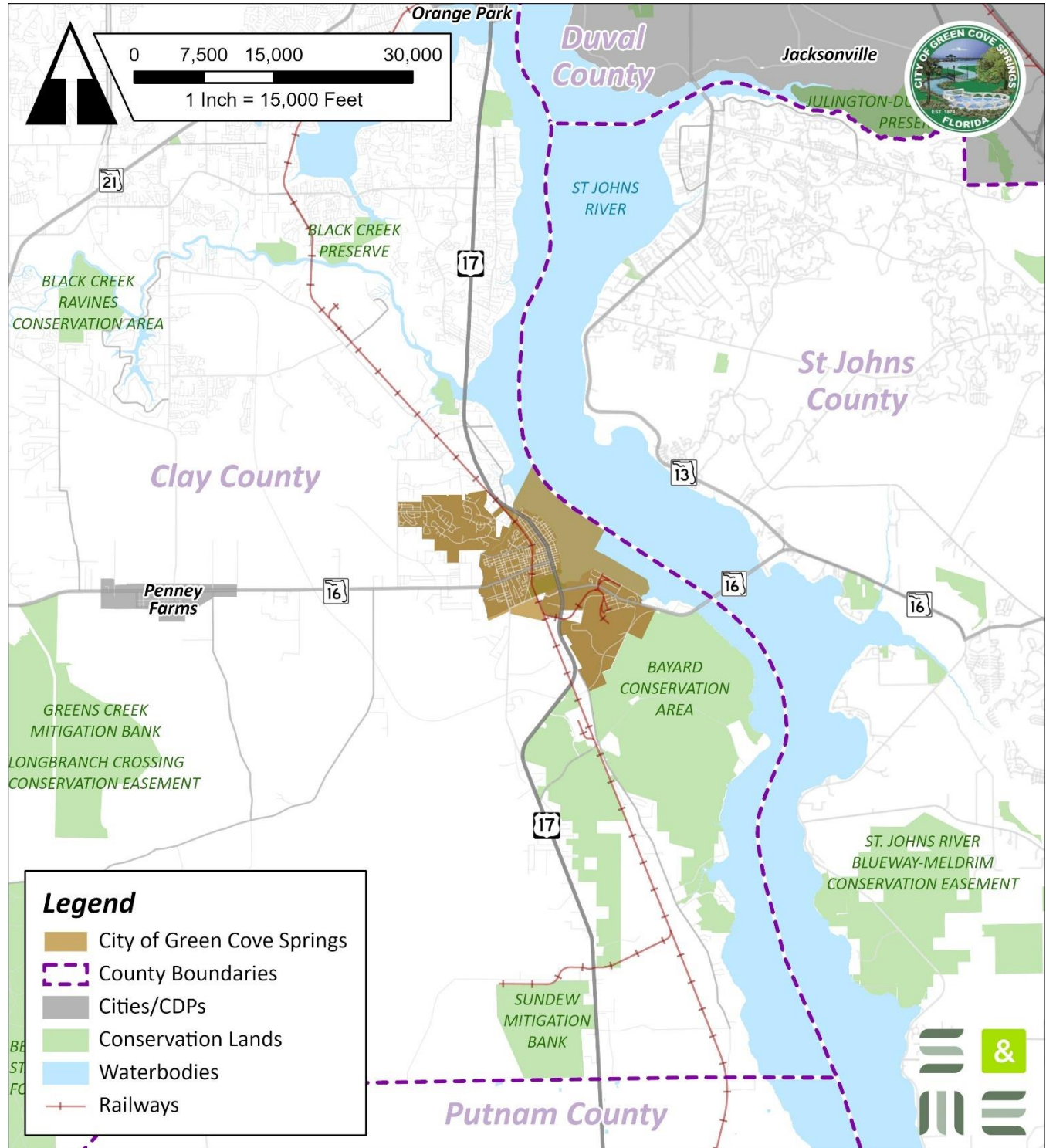
Green Cove Springs has served as the County Seat of Government for Clay County, Florida since 1871, preceding its incorporation as a town on November 2, 1874. Green Cove's last Comprehensive Plan update was in 2011. In 2010, the Census-recorded population was just under 7,000 residents and has grown nearly 16% through 2020. Activity and population increases are anticipated with the completion of the First Coast Expressway (Florida 23) - estimated to begin its final construction phase in 2023. Phase 2, which runs through Clay County, is currently under construction.

The First Coast Expressway will serve to connect the southwest quadrant of Jacksonville and I-10 to I-95 passing through the south side of Green Cove Springs. As shown in **Map I-1**, Green Cove Springs borders the St. Johns River, is directly south of central Jacksonville and north of central Palatka. The City's current boundaries are reflected in **Map 1-2**.





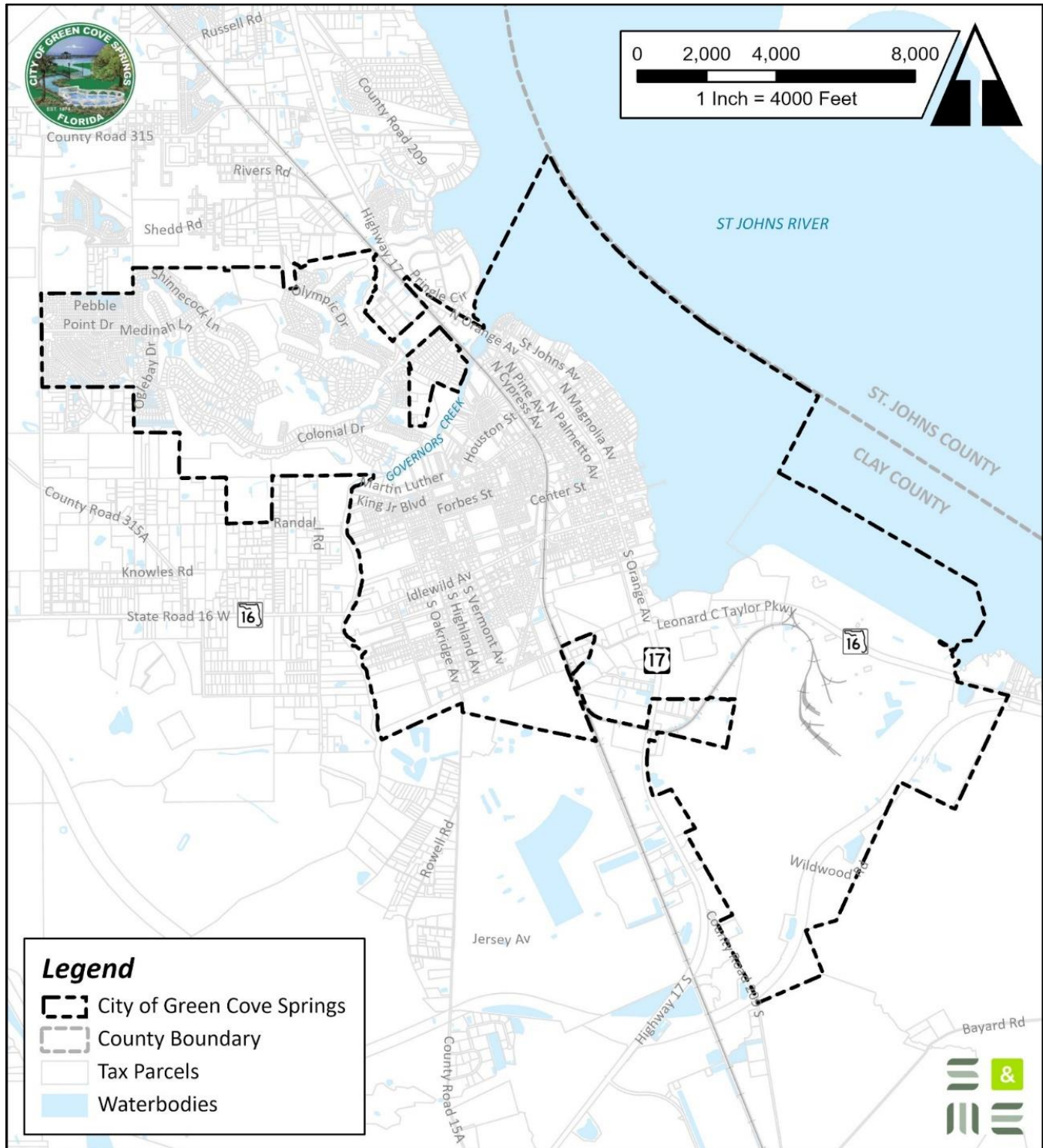
Map I - 1. Regional Context of Green Cove Springs, 2021



Sources: Florida Geographic Data Library (FGDL), Clay County, Clay County Property Appraiser, S&ME, 2021.



Map I - 2. Green Cove Springs City Boundary, 2021



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, S&ME, 2021.



## B. LAND USE DATA, INVENTORY, AND ANALYSIS

This section describes the current conditions found in the City of Green Cove Springs. Through the preparation of the Comprehensive Plan update, the City of Green Cove Springs staff and community identified a number of challenges and opportunities that they desired to address in the Plan. This section also describes those challenges and provides recommendations for addressing them. The Goals, Objectives and Policies contain specific direction to implement the recommendations.

### 1. Current Land Use Composition

**Table I-1** shows the acreage of land uses by category. This table and **Map I-3** show that the predominant use of land in the city is currently Industrial, covering about 35.2% of the City's total acreage—most of which can be traced back to Reynolds Park. The second most predominant land use is Low-Density Residential, covering approximately 21.5% of the Green Cove Springs' total land area. A brief description of each generalized land use category, along with their typical uses, is provided below.

**Table I - 1. Existing Land Use Composition**

| Land Use Category              | Acres        | Percent of Total | Acres under Conservation | Percentage Conserved |
|--------------------------------|--------------|------------------|--------------------------|----------------------|
| Agricultural                   | 18           | 0.4%             | 0                        | 0.0%                 |
| Low-Density Residential        | 1,016        | 21.5%            | 14                       | 0.3%                 |
| Medium-Density Residential     | 14           | 0.3%             | 0                        | 0.0%                 |
| High-Density Residential       | 41           | 0.9%             | 0                        | 0.0%                 |
| Commercial                     | 86           | 1.8%             | 0                        | 0.0%                 |
| Office/Professional            | 26           | 0.5%             | 0                        | 0.0%                 |
| Industrial                     | 1,666        | 35.2%            | 0                        | 0.0%                 |
| Public/Institutional           | 599          | 12.7%            | 0                        | 0.0%                 |
| Parks & Recreation             | 337          | 7.1%             | 37                       | 0.8%                 |
| Utilities, Right-of-Way, Other | 235          | 5.0%             | 0                        | 0.0%                 |
| Vacant                         | 695          | 14.7%            | 138                      | 2.9%                 |
| <b>Total</b>                   | <b>4,733</b> | <b>100.0%</b>    | <b>189</b>               | <b>4.0%</b>          |

Sources: Clay County Property Appraiser (Tax Parcel Shapefile), S&ME, 2021.

#### a. Agricultural

There is only one site in the City designated as agriculture and it is currently used for timber. It is located on the west side of the City, south of SR 16.

#### b. Low Density Residential

The low-density residential land use category includes housing accommodations such as single-family detached dwellings and mobile home units. As shown in **Table I-1** and **Map I-3**, low density residential encompasses nearly one-fifth of the total land in the City. It is the



predominant use north of Governors Creek and mixed with other uses in the central portion of the City.

#### c. Medium Density Residential

The medium density residential land use category includes attached housing units such as duplexes, triplexes, and quadplexes. Medium residential uses are found in limited supply between US-16 (Idlewild Avenue) and Green Cove Avenue.

#### d. High Density Residential

This designation includes multi-story apartments or condominiums. As shown on **Map I-3**, high density residential occurs sporadically throughout the central part of the City.

#### e. Commercial

The commercial land use category accounts for less than two percent of the total land within the City and consists of a variety of retail and restaurant uses including, but not limited to, fast-food establishments, clothing stores, automobile service facilities, and similar uses. As shown on **Map I-3**, commercial uses are predominantly located along the US 17 corridor with a few scattered sites along Idlewild Avenue and the Leonard C. Taylor Parkway.

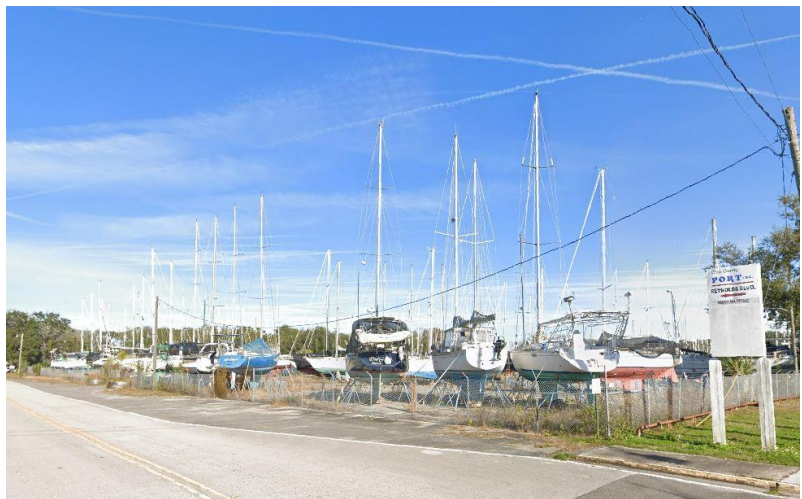
#### f. Office/Professional

This land use designation describes lands that contain professional offices including medical complexes, office buildings, doctor's offices, and may include structures that have been converted from single-family homes to offices. Office uses comprise a very small percentage of the City's total land area and are found along US-17 and SR 16, but also around the Clay County Courthouse and scattered throughout the downtown area.

#### g. Industrial

As noted in **Table I-1**, industrial uses encompass more than one third of the area of the City. These uses typically include manufacturing, assembly, processing, warehousing, wholesaling/distribution, heavy equipment repair, motor vehicle impoundment facilities, construction offices, and outdoor storage. In Green Cove Springs, the majority of the industrial land is in Reynolds Park with

only a few small, scattered sites in the southwest intersection of US-17 and the Leonard C. Taylor Parkway. Industrial activities in Reynolds Park include seafood processing, aviation technologies, railcar repair, pipe manufacturing and distribution, boat storage and manufacturing, and a private airport.





### h. Public/Institutional

Public/Institutional uses consist of public, semi-public and private not-for-profit uses, such as civic and community centers, conservation areas, hospitals, libraries, police and fire stations, and government administration buildings, as well as churches, social service facilities, cemeteries, nursing homes, emergency shelters, and similar uses. Educational facilities are also included in this category.



Compared to other jurisdictions, the City of Green Cove Springs has a large percentage of publicly owned lands. Public lands are scattered throughout the City, with two large areas at the intersection of Green Cove Avenue and the railroad (vacant property owned by the City).

### i. Parks & Recreation

The Parks and Recreation land use category is generally a subcategory of publicly owned land, but it also includes privately owned facilities such as golf courses. **Map I-3** shows the Magnolia Point golf course and City parks including Spring Park, Carl Pugh Park, Augusta Savage Friendship Park, and Vera Francis Hall Park.



### j. Utilities / Right-of-Way

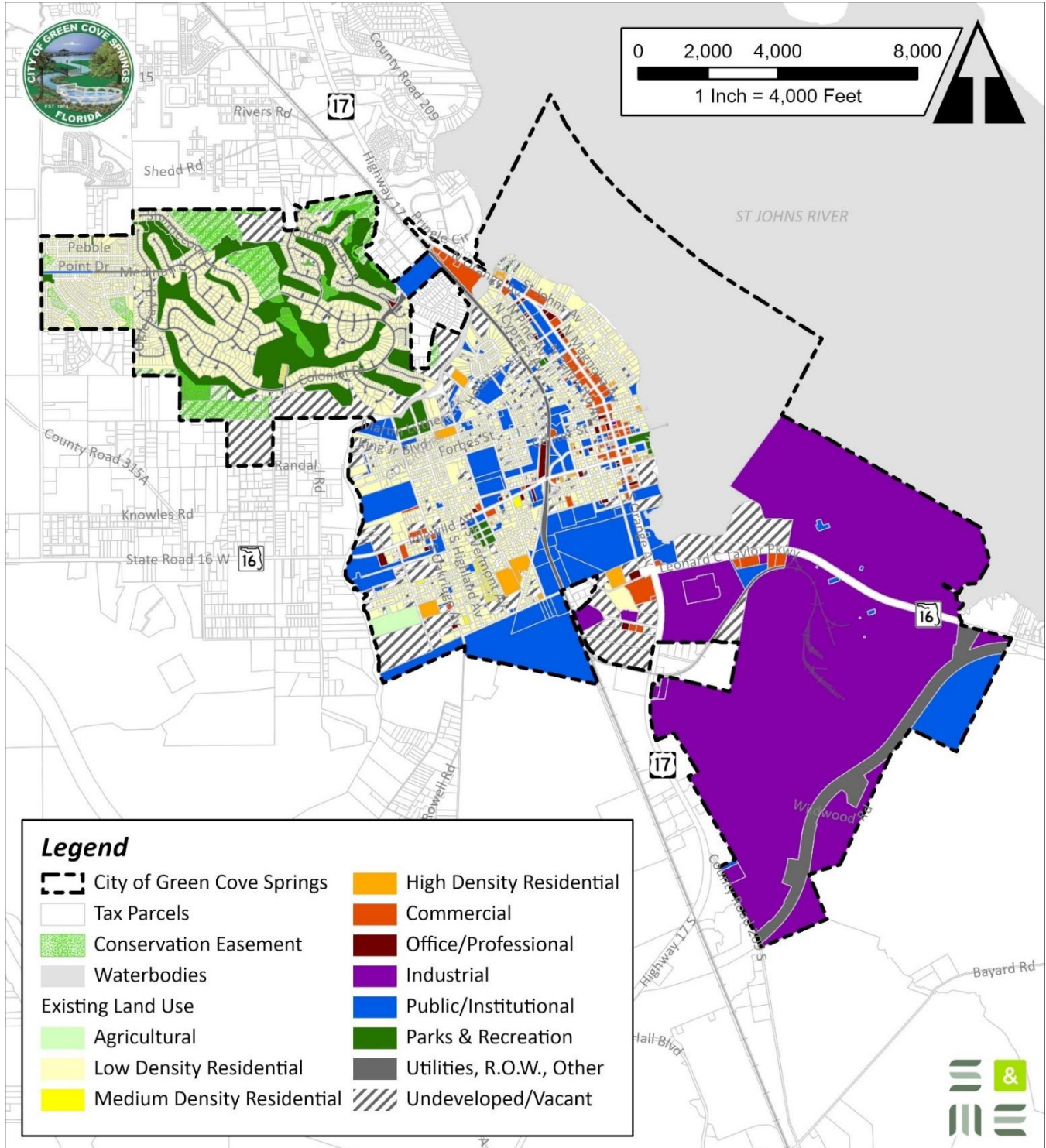
The Utility, Right-of-Way, Other land use category contains infrastructure designed to accommodate the City's diverse residential and nonresidential uses. This designation includes uses such as utility boxes, stormwater retention/detention facilities, the railroad, and some roadway rights-of-way.

### k. Vacant

The vacant classification refers to undeveloped or unimproved parcels and includes lots in subdivisions that have already been platted but are not developed. Vacant sites in Green Cove Springs include some large sites north and south of Magnolia Point and between Reynolds Park and downtown.



### Map I - 3. Existing Land Use Composition



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, S&ME, 2021.



## 2. Projected Population

Future population growth is the driving force behind future facility needs and land requirements. The 2010 population for the City of Green Cove Springs totaled 6,908 residents. The Census Bureau just recently released updated population estimates for 2020 showing that the City population was 9,786 (1,732 more residents than previously estimated).

For comprehensive planning purposes, Chapter 163 of the Florida Statutes requires local governments to plan for the estimated permanent and seasonal population projections using the Office of Economic and Demographic Research (EDR) (also known as BEBR) projections or a "professionally acceptable methodology." Given that BEBR only publishes projections for counties, and they have not updated Clay County's projections to reflect the new 2020 population estimates, the City utilized a three-step approach. To determine the City's future population,

First, City population projections were derived using a step-down analysis was that utilized using Clay County's population projections retrieved from the University of Florida's Bureau of Economics & Business Research (BEBR) and . This form of analysis assumes that the City will maintain will have a proportionate share of the Clay County's projected growth (3.668%). This form of analysis assumes that the City will have a proportionate share of Clay County's projected growth (3.668%).

Second, the City identified the population growth rate for each 5-year increment assigned by BEBR to Clay County and applied that rate to the updated 2020 Census population figure.

Third, the City considered However, there are two major developments that will have an impact on the City's population projections: *St. Johns Landing* (an existing multi-family apartment complex featuring 392 units housing 962 residents) which is expected to be annexed into the City by 2025 and *Ayrshire*, a planned residential community that is expected to develop up to 2,100 units through 2040. Assuming that Ayrshire will: (1) develop incrementally over a period of 20 years, (2) produce all 2,100 of its permitted dwelling units, and (3) house approximately 2.454 persons per unit (U.S. Census Bureau, 2010), it is anticipated that 131 units (housing 321 residents) will be developed by 2025 and 656 additional units (housing 1,611 residents) will be produced every five years after that until the project is built out by 2040.

Based upon this methodology and set of assumptions, it is projected that the City will grow to 16,52918,768 residents by the 2045 planning horizon, as shown in **Table I-2**.

According to the most recently available housing data from the U.S. Census Bureau, the City currently possesses a negligible number of seasonal housing units. As a result, seasonal housing units (nor populations) were included in the projections.

**Table I - 2. Population Estimates and Projections, 2010-2045**

| Year        | Clay County | Green Cove Springs                                |                                     |
|-------------|-------------|---|-------------------------------------|
|             |             | <u>Green Cove Springs Based on 2020 Estimates</u> | <u>Based on updated Census Data</u> |
| <b>2010</b> | 190,865     | 6,908   | <u>6,908</u>                        |



| Year | Clay County                    | Green Cove Springs                                |                                     |
|------|--------------------------------|---|-------------------------------------|
|      |                                | <u>Green Cove Springs Based on 2020 Estimates</u> | <u>Based on updated Census Data</u> |
| 2020 | 219,575 (218,245) <sup>1</sup> | 8,054   | 9,786 <sup>1</sup>                  |
| 2025 | 237,300                        | 9,988   | 11,859                              |
| 2030 | 252,400                        | 12,152  | 14,143                              |
| 2035 | 264,600                        | 14,210  | 16,297                              |
| 2040 | 274,800                        | 16,195  | 18,363                              |
| 2045 | 283,900                        | 16,529  | 18,768                              |

*Note:*<sup>1</sup> 2020 population estimates released in August 2021.

Sources: City of Green Cove Springs, S&ME, University of Florida BEBR, 2021.

### 3. Historic Resources

The City of Green Cove Springs has a large number of historic resources and a historic district listed in the National Register of Historic Places. The district, bounded by Bay Street, the railroad tracks, Center Street, Orange Avenue, St. Elmo Street and the St. Johns River, was designated in 1991 and contains 63 contributing structures. Additionally, there are two individual structures listed in the National Register:

- Clay County Courthouse on Brabantio Avenue (added in 1975)
- St. Mary's Church on St. Johns Avenue (added in 1978)

The City does not have a local register of historic structures or a historic preservation ordinance. Historic resources within the City are shown in **Map I-4**.



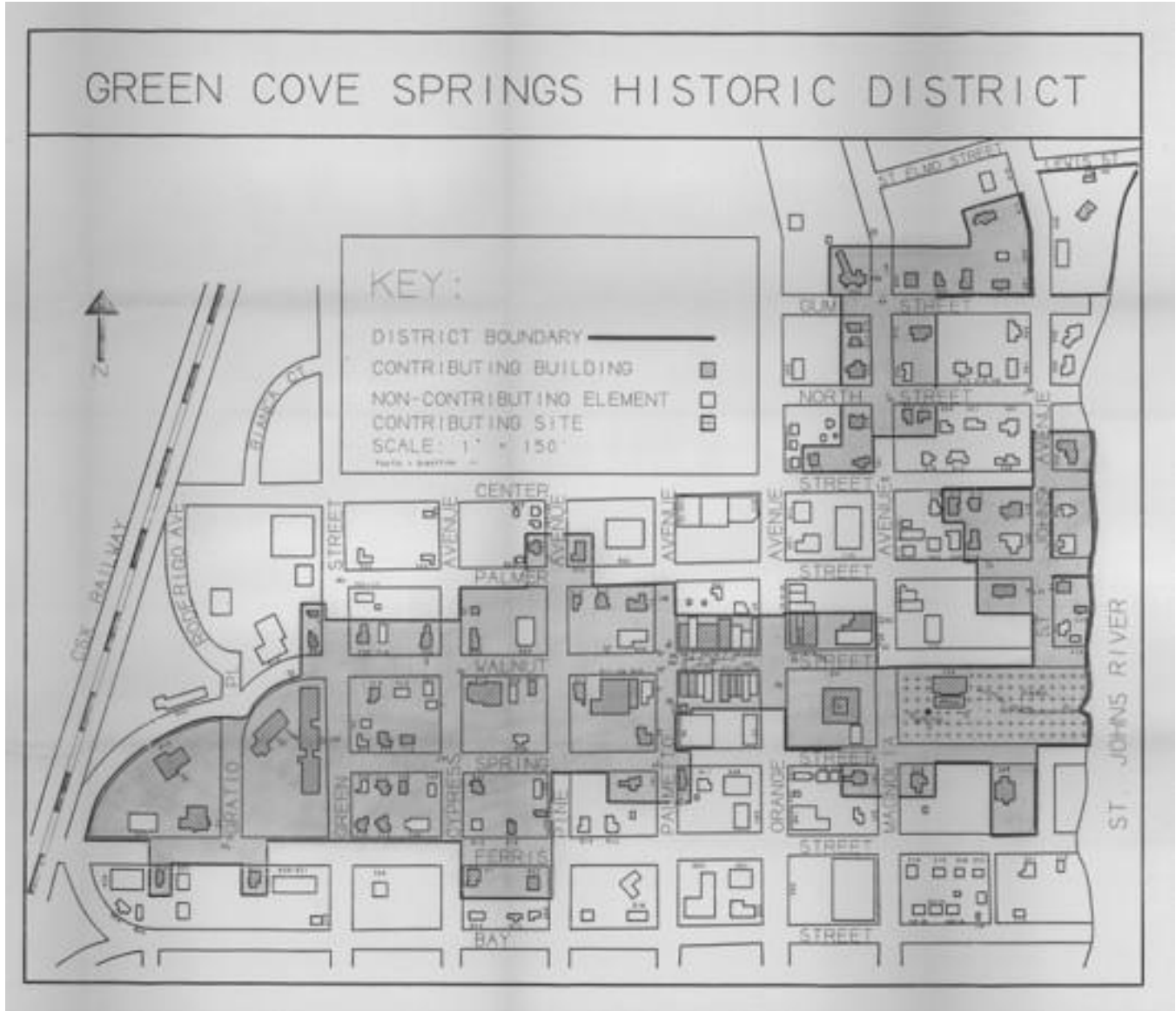


[illegible]

[DRAFT 08/21]



Map I - 5. National Register Historic District





#### 4. Natural Resources

The ability of land to support development is a major determinant in land use patterns. The City of Green Cove Springs is located along the St Johns River and its coastal environment is one of the main points of attraction for the City. The following sections describe the natural environment within the City. [STAFF, PLEASE FILL IN THIS SECTION BASED ON THE CONSERVATION ELEMENT D&A]

##### a. Water Bodies, Wetlands, and Floodplains

[CITY STAFF TO COMPLETE]

##### b. Soils

[CITY STAFF TO COMPLETE]

#### 5. Public Facilities & Services

##### a. Roadways

The City is served by two FDOT roadways, US 17 which runs north-south, and SR 16 which runs east-west. In the near future, another major roadway will be added to the area, the First Coast Expressway, offering a fast route into the City from the south. This was one of the challenges and opportunities brought up and discussed during the public input session. A future interchange at US 17 will certainly have an effect on traffic conditions in the City. The Transportation Element addresses this topic in greater detail. As it relates to land use, the City and Clay County are expected to see increasing development pressures along US 17, with proposals for uses typically located at interchanges (i.e., gas stations, fast food restaurants, and possibly hotels). US 17 at this location is a major gateway into the City. Therefore, the City will need to ensure land development regulations guide development in that area in a manner that is consistent with the City's vision. Coordination with the County will also be necessary as the corridor is mostly in the unincorporated area.

##### b. Utilities & Services

[CITY STAFF TO COMPLETE]

##### c. Airports

Green Cove Springs includes Reynolds Airpark, a former Naval Air Station that was decommissioned in 1961 and is currently used as a private airport. It was reported in 2020 that nine aircrafts were based at the airfield. Plans to upgrade the airfield have been considered in the past but have yet to be implemented.

The airport's 5,000-foot runway is recorded as being in poor condition. The flight service station is located at the Gainesville Airport (GNV), 54 miles away, and air traffic control is routed through Jacksonville International Airport (ZJX), 45 miles away.



#### d. Military Installations

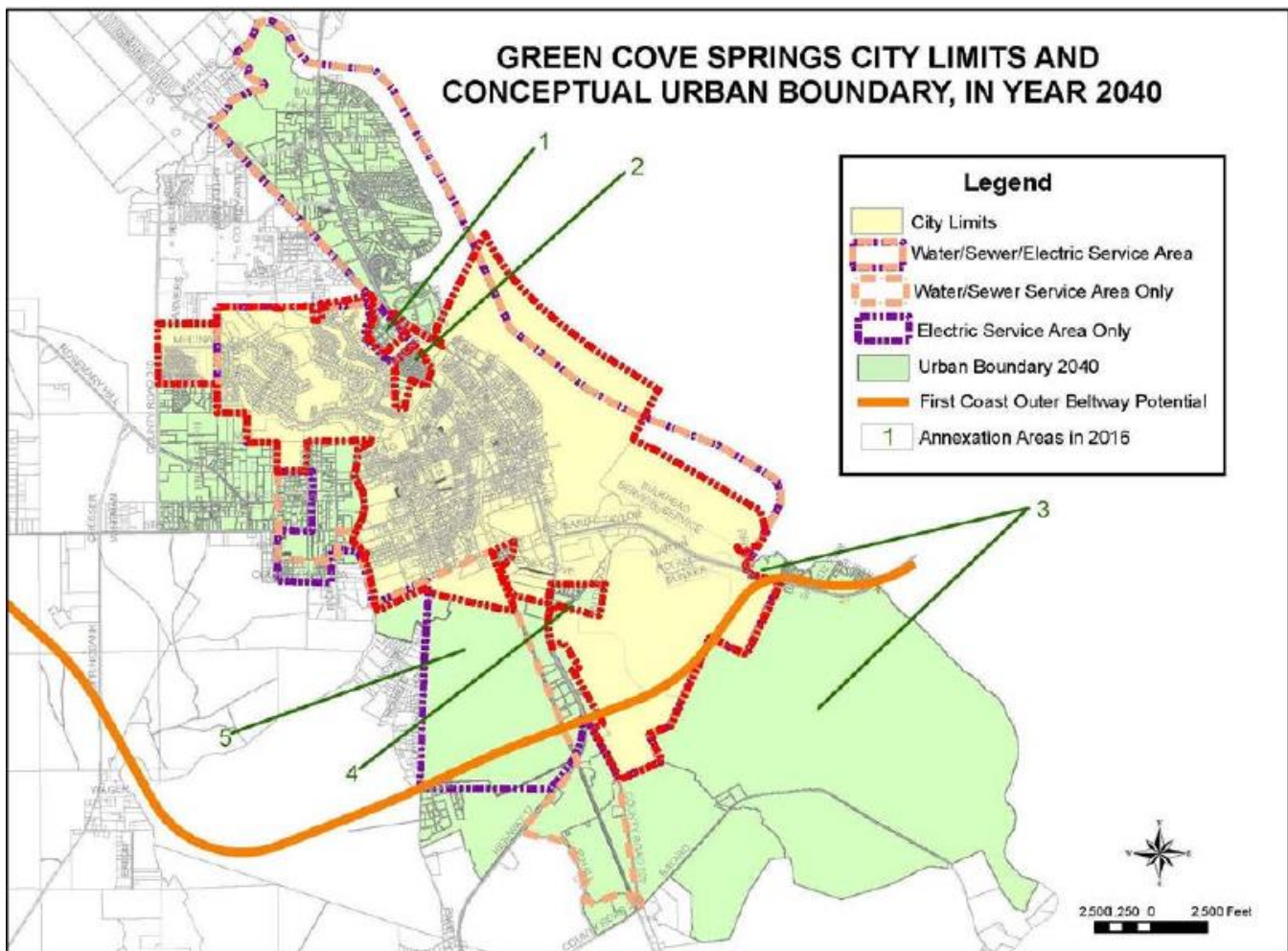
There are no military installations since the decommissioning of US Naval Air Station Lee Field in 1961.

#### e. Annexations

The City prepared a detailed study in 2016 describing areas that the City would consider for future annexation. These annexations would eliminate existing enclaves and represent a logical extension of City boundaries to areas already included in the City's water and sewer service area.

**Map I-6** depicts the five annexation areas, which are described below. The study did not address the potential annexation of the St. Johns Landing, a 392-unit apartment complex located just north of the Governors Creek. This annexation became a priority after 2016.

**Map I - 6. Potential Annexation Areas**



Source: City of Green Cove Springs, 2016.



**Area #1**, Harbor Road Industrial Park, contains 44 acres in 22 parcels and is currently developed as an industrial park.

**Area #2**, Governors Creek/Travers Road/Gator Bay Subdivision, contains a 62-lot single-family subdivision which is currently served by city water and electric service.

**Area #3**, S.R. 16 East and Bayard Conservation Area, provides a logical extension of the City limits to the St. Johns River. The Bayard Conservation area is owned by the St. Johns River Water Management District and annexing a portion of it will allow for connectivity with trails being constructed and planned within the city limits.

**Area #4**, Hall Park Road, comprises 52 acres of industrial properties spread across nine individual parcels. The parcels are within the City's water/wastewater and electric service areas.

**Area #5**, Gustafson Property, the location of the former Gustafson Dairy operation, contains 1,018 acres spread across two parcels. This annexation will allow the City to have land use control over the redevelopment of the site. The property is in the City's electric service area. The annexation of this property is currently under review and expected to be adopted by the City in the latter half of 2021.

## 6. Community Character

The growth of Green Cove Springs has remained relatively steady over the last several decades, but the introduction of the First Coast Expressway with an interchange at US 17 will undoubtedly change the pace of development. Recent development proposals hint at large subdivisions being planned for this part of town. The fate of the Reynolds Park property may also change and past plans to convert the site into a mixed-use development may start to realize. While the residential growth and the additional jobs that new mixed-use development may bring are welcome in the community, special attention needs to be given to the character of the community. This section addresses various components of the City and the possibilities for improvement and preservation.

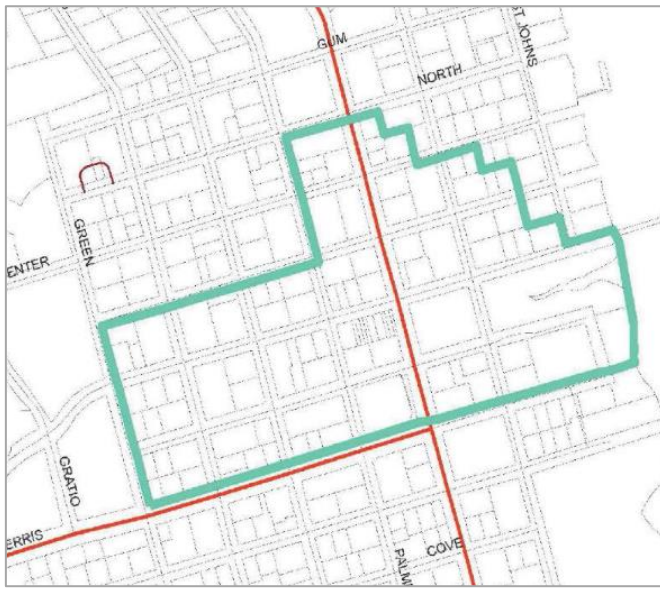
*Urban Form* plays a key role in shaping the character of a community. City residents have expressed concerns regarding the physical development of the City and the fact that new development does not reflect a clear/defined character that fits in with the vision they have for the community. The recommendations mentioned in this section contain a physical planning framework for various parts of the City to improve the quality of life and to ensure that new development shapes the City into a unique community that residents can identify with.



### a. Downtown

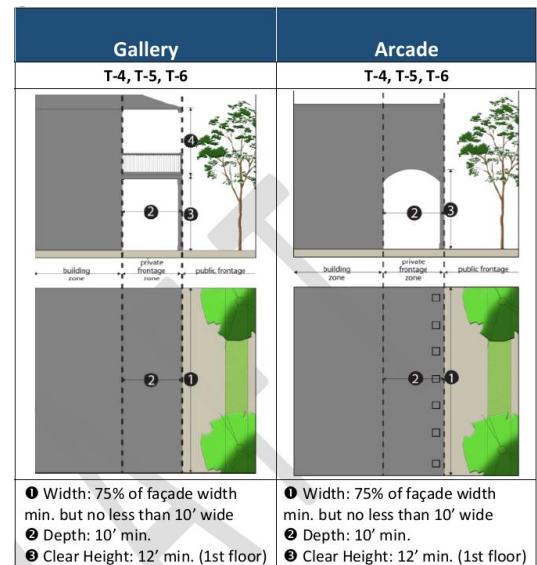
The City has a Future Land Use category and a zoning district designating the downtown area of the City as the *Central Business District* (see **Map I-7**). While that boundary represents the tight core of the original downtown, development in the surrounding area indicates the need to expand those boundaries to include some of the US 17 commercial corridor north of Walnut Street, the traditional grid west of US 17 and the historic district east of US 17, past Gum Street.

### Map I - 7. Central Business District



There were three topics related to downtown discussed during the public engagement process: *urban form*, *parking*, and the need to boost *redevelopment* in the area.

- Urban Form** is a top priority in the downtown area. The City needs to ensure the traditional block layout in the area is maintained, historic buildings are rehabilitated, and future development is consistent with a vision of a quaint but active and pedestrian-friendly downtown. Residents seem to agree with allowing additional building height (mid-rise) but prefer more traditional lot layout (buildings up to the street) and architecture. The FLUE Goals, Objectives and Policies need to ensure the realization of this vision through the implementation of Land Development Code amendments, including the adoption of Form Based Code (FBC) regulations.





A FBC is a “land development regulation that fosters predictable built results and a high-quality public realm by using physical form (rather than separation of uses) as the organizing principle for the code” (Form-Based Codes Institute, 2021). By adopting a FBC for the downtown area, the City can require new development and redevelopment to be consistent with the downtown’s desired building form, ensure compatibility between structures, and promote greater accessibility between developments.

- **Parking** has been an issue in the City core. Given the historic character of the area, there are many businesses that do not have formal parking lots and rely solely on on-street parking. Additionally, there are some uses in the downtown that, due to the nature of their operation, require large amounts of parking for events (e.g., weddings at the Clay Theater, public meetings at City Hall, events such as Food Truck Fridays, etc.). The City needs to assess the current demand and availability of public and private parking spaces in the downtown area and plan for future redevelopment activities.
- **Redevelopment** is imperative to achieve the vision of a vibrant downtown. While some buildings are expected to remain, there are others that would require redevelopment of the site. Additionally, there are vacant sites that could accommodate new development. During the public engagement sessions, residents and business owners asked what the City could do to help them in that effort. One tool that the City should consider to spur redevelopment in the downtown is the creation of a Community Redevelopment Agency/Area. The City tried once before but was unsuccessful obtaining approval from Clay County. Such as tool could provide some funding for capital projects within the downtown, which would spur redevelopment.

#### b. Gateway Corridors

In addition to the focus on downtown, the City will also need to address the future of the US 17 and SR 16 corridors as they represent gateways into the City. Most of the development along these corridors includes commercial uses, some of which have preserved an urban pattern (closer to downtown), but others are starting to adopt a suburban pattern that relies heavily on vehicular transportation for access and visibility. If that trend is allowed to continue, the City will start losing its character and start resembling the endless suburban commercial corridors that are seen throughout the state, flanked by expansive parking lots and big box retailers behind the sea of parking, with very little to no regard for pedestrians and bicyclists.





In the future, development along the City's major transportation corridors should consist of a mix of uses, ranging from commercial to office and even multi-family residential, which can all take advantage of the accessibility and connectivity with other parts of the City and surrounding jurisdictions. Strip development should be limited and shared facilities and services, such as parking and stormwater, encouraged.

### c. Reynolds Park

Reynolds Park was formerly part of a Navy Base, which was decommissioned in 1961. The land was acquired by Reynolds Metal Company and established the Reynolds Industrial Park in 1965. The Park includes industrial and manufacturing activities, such as seafood processing, aviation technologies, railcar repair, pipe manufacturing and distribution, and boat storage and manufacturing, in addition to a private airport.

In 2010, the City of Green Cove Springs annexed the property and changed the future land use designation from Industrial to Mixed-Use Reynolds Park (MURP), opening the door to the redevelopment of more than 1,700 acres into a variety of uses, including residential, commercial/office and industrial/office, interspersed with recreational, open space and conservation areas with trails. There is currently not a single individual or firm planning to redevelop the entire site; the property may be redeveloped in pieces by different developers following the directives of the MURP.



This Comprehensive Plan Update plans to retain that MURP designation as it was adopted in 2010. However, the City is interested in connecting the downtown to Reynolds Park through bikeways/trails. With the construction of the First Coast Expressway and new bridge, this trail could then extend to the future fishing pier (old Shands bridge).

### d. The Waterfront

The City of Green Cove Springs has approximately four miles of frontage along the St. Johns River. However, there are just a few spots left where the public can access that waterfront. Those few spots that are owned by the City should retain that access. The City also owns several vacant riverfront properties. While the environmental features will not permit intensive development, the City will consider trails and recreation uses that would allow for access to the waterfront. Two key opportunities for this area include the land at the intersection of SR 16 East and US 17 and the State-owned site just across the Governors Creek bridge. The first one can help make the trail from downtown to Reynolds Park and the Shands bridge fishing pier a reality. The site



across the Governors Creek bridge is not currently within City limits, but as noted above, it is a site targeted for future annexation. This site also represents a gateway into the City.



*Green Cove Springs Pier*



*View from Governors Creek Site*

### **e. Housing**

The community expressed interest in ensuring the location of affordable housing in the City. Habitat for Humanity has been building numerous homes in the area, but few opportunities exist for multi-family dwellings.

The housing stock of Green Cove Springs is predominately comprised of single family detached dwellings, with limited options available for those who desire and/or necessitate more dense housing types, such as tiny homes, townhomes, condominiums, multi-family apartments, and accessory dwelling units. This lack of housing diversity (in tandem with regional, state, and national economic factors outside of the City's control) creates a market that is largely unaffordable to individuals or families who are unable to purchase or rent a single family home. These individuals/families often include persons belonging to vulnerable populations, such as the elderly and minorities, but also include essential workers who would prefer to live in the communities in which they serve, like police officers, firemen, teachers, nurses, and medical personnel.

The Housing Element discusses a range of options for increasing the affordability and diversity of its housing stock. A sample of the potential options explored within the Housing Element includes:

- Subsidizing impact fees for affordable housing projects
- Permitting accessory dwelling units in all residential zoning districts
- Expediting the development review process for affordable housing developments
- Reserving infrastructure and service capacities for new multifamily structures
- Establishing a surplus lands inventory of locally owned public lands and selling or donating these lands for affordable housing projects
- Eliminating or reducing parking, lot size and setback requirements affordable homes



- Offering development bonuses and incentives for locating apartments within the downtown area
- Allowing height and density bonuses for developments which provide affordable units

The Housing Element includes a more detailed discussion on housing diversity (cost and type).

#### **f. Parks and Trails**

When asked about priority improvements in the City, a majority of attendees expressed the desire to invest in parks and recreation, including safe pedestrian and bicycle trails. The Recreation and Open Space Element described the available opportunities at present and the needs that future growth will bring. While levels of service are typically measured in acres per 1,000 population, it is also imperative that the City address the location and types of parks provided. Detailed surveys and studies will need to be undertaken in the future to determine the types of parks (active, passive, fields and courts) that the community needs to sufficiently accommodate the City's existing and projected population.

#### **g. Urban Sprawl**

The City of Green Cove Springs is a small community that has not experienced a lot of development in the last 20 years. However, the construction of the First Coast Expressway will revitalize interest in bringing new development to the City. As new subdivisions and commercial developments are proposed, the City will need strong policies and regulations in place to ensure compact and pedestrian- and environmentally-friendly development. Connectivity must be also addressed to prevent the degradation of major roads and the quality of life for current residents.



## C. FUTURE LAND USE

In an effort to create an orderly, logical, desirable, and efficient pattern of growth, the City of Green Cove Springs has designated each parcel of land within its jurisdiction a future land use (FLU) category. The designation of Future Land Use categories on the City's FLUM allows the City to broadly determine the type, intensity, and density of uses developed within each property. The former FLUE established 14 future land use categories. The set included four separate residential categories, four commercial categories (including the CBD category which was not depicted on the FLUM), and three mixed-use categories. The new FLUM has consolidated some of those categories into fewer, general categories. This map provides a cleaner picture of the future character of the City, while the zoning map and land development regulations address the intensity of development in different parts of the City.

### 1. Future Land Use Categories

The City's FLU categories are listed in **Table I-3**, shown on **Map I-8**, and described below. The density and intensity figures represent ranges to be adjusted through zoning. The Neighborhood category, for instance, will be implemented by one zoning district that allows up to four dwelling units per acre, another allowing up to 20 dwelling units per acre, and one or more districts which permit densities between those two. Similarly, some zoning districts may allow support uses while others restrict uses to residential.

**Table I - 3. Future Land Use Categories**

| <b>Future Land Use Category<br/>[PRIOR FLUC]</b>                | <b>Intended Uses</b>   | <b>Max. Density<br/>(Units per Acre)</b> | <b>Max. Intensity<br/>(Floor Area Ratio)</b> |
|---|--|--|--|
| <b>NGH: Neighborhood</b><br>[RLD, RMD, RHD, RRF]                | A wide range of residential dwellings, public/institutional uses (e.g., schools, churches, and recreation facilities), and neighborhood-level office uses.   | 4 to 20                                  | 0.2  |
| <b>DT: Downtown</b><br>[RLD, RMD, RHD, CLI, CMI, CHI, INS, REC] | A wide range of residential dwellings at varying densities, a diverse array of commercial activities at varying intensities, and public/institutional uses (e.g., schools, churches, and recreation facilities).   | Up to 30 (40 with bonus)                 | 2.0  |
| <b>MU: Mixed-Use</b><br>[CLI, CMI, CHI, MUH]                    | A diverse array of commercial, office, and industrial uses at varying intensities.   | Up to 20                                 | 1.0  |
| <b>MURP: Mixed-Use Reynolds Park</b><br>[MURP]                  | A wide range of residential dwellings at varying densities, a diverse array of commercial activities at assorted intensities, water-dependent uses, and public/institutional facilities and spaces (e.g., schools, churches, and recreation facilities). | 16 to 40                                 | 0.4 to 4.0                                   |



| Future Land Use Category<br>[PRIOR FLUC] | Intended Uses   | Max. Density<br>(Units per Acre) | Max. Intensity<br>(Floor Area Ratio) |
|--|---|----------------------------------|--------------------------------------|
| <b>EC: Employment Center</b><br>[IND]    | Industrial activities which can include light and heavy manufacturing, distribution, and storage facilities.  | None                             | 0.6                                  |
| <b>PUB: Public</b><br>[INS, REC, CON]    | Public (e.g., government facilities, utilities, civic, cultural and recreation facilities), institutional uses (e.g., schools, churches), conservation lands, and similar activities. | None                             | 0.3                                  |

Sources: City of Green Cove Springs, S&ME, 2021.

### a. Neighborhood

The purpose of the Neighborhood future land use category is to accommodate predominantly residential uses and support uses such as public/semi-public uses, recreation sites and schools. This use category also permits neighborhood-scale professional, medical, and dental offices, where appropriate. The zoning map and land development regulations will determine the location of a variety of housing types and densities. The maximum density for single-family neighborhoods will be kept at a lower density, while higher densities are allocated to some waterfront sites and areas appropriate for multi-family.



### b. Downtown

The Downtown category corresponds to the central part of the City and is expected to include a variety of uses including commercial, lodging, office, high density residential, recreation, schools and public/semi-public uses. Development bonuses will be provided in the land development code to incentivize vertical mixed-use, which is preferred but not required. This category and the Reynolds Park Mixed-Use category will allow the densities, but the Downtown category will allow the highest intensity of development.





### c. Mixed-Use

This category represents areas of the City lining up the major transportation corridors (US 17, SR 16) and Martin Luther King Jr. Boulevard. Just like the Downtown category, Mixed-Use will include a variety of uses such as retail commercial, heavy commercial, lodging, office, high density residential, recreation, schools and public/semi-public uses. The Zoning Map and land development regulations will determine where these uses would be most appropriate. The intensity of development and urban form along the corridors will, however, be different than the Downtown category as there will most likely be a predominance of single uses. Regulations will need to account for the fact that these corridors are flanked by residential uses and will require adequate separation and buffering. Similarly, the zoning and land development regulations will determine where the more intensive commercial uses (auto sales, service and repair, warehousing, and similar uses) are appropriate based on proximity to residential, façade continuity and accessibility. Zoning regulations will incentivize the horizontal or vertical integration of uses, internal trip capture, and an overall high-quality environment for living, working, and visiting.



### d. Mixed-Use Reynolds Park

This category is established to implement the redevelopment of Reynolds Park. Allowable uses include residential, commercial, office, lodging, health care, education, industrial, public/semi-public, recreation, and water-dependent uses. The Three Mile Swamp (approximately 142 acres) is an exception as only passive recreation uses are allowed in that portion of Reynolds Park.



The Goals, Objectives and Policies establish use percentages to ensure a mix is achieved over the 2045 planning period. Those percentages are intended to apply to Reynolds Park as a whole, not to individual sites. During the next evaluation of the City's Comprehensive Plan (required every seven years), the City will assess progress and determine if the percentages are working or if they need to be modified.



Source: Burke Design.

#### e. Employment Center

This category consists primarily of light and heavy manufacturing, heavy commercial, distribution and storage, with complementary office uses.

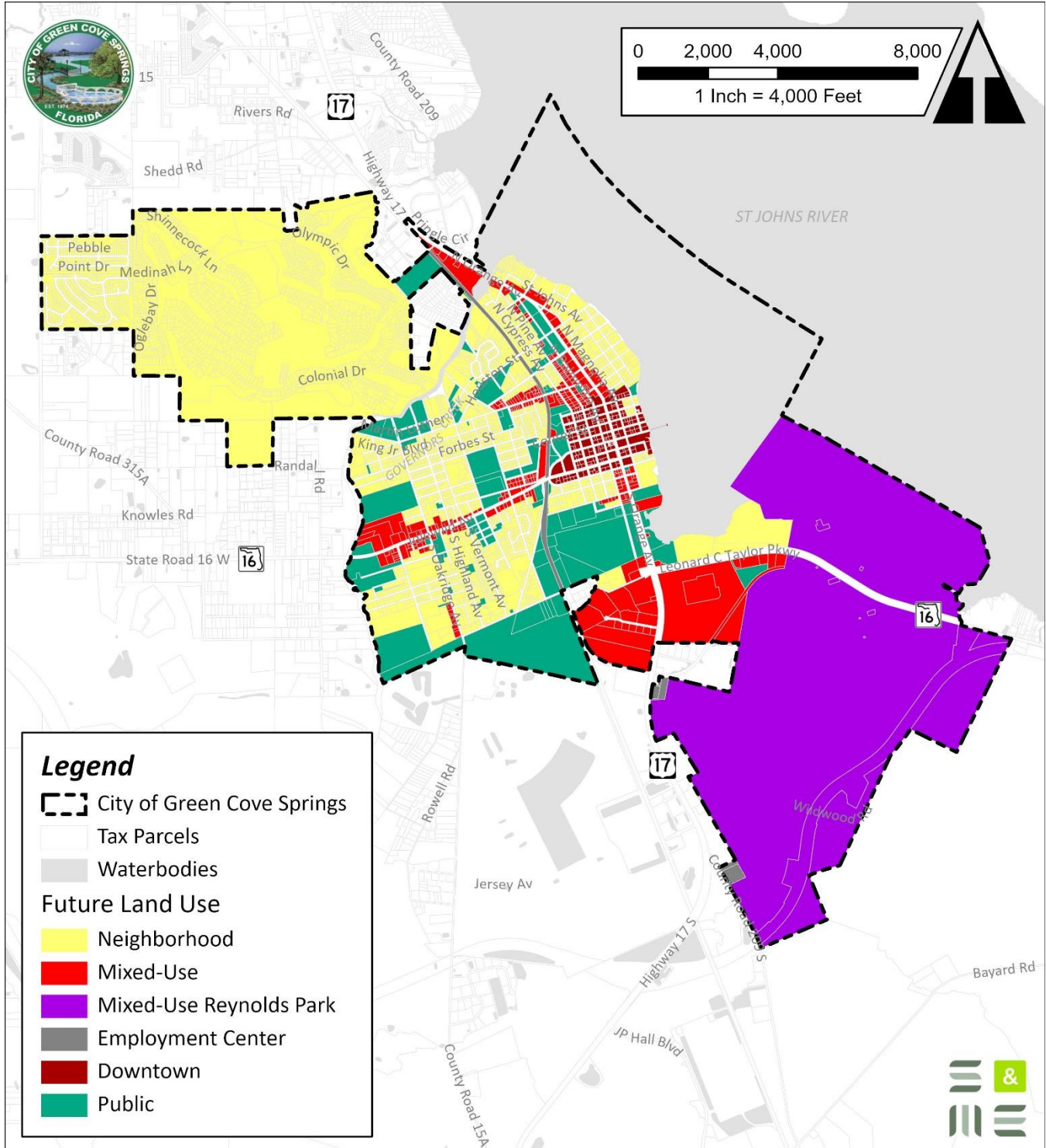
#### f. Public/Institutional

This category is intended to accommodate civic, cultural, government, religious, utilities, and other public necessity uses. The Future Land Use Map reflects sites that are currently occupied by such uses. The uses allowed in this category are also allowed in other land use categories. However, whenever such uses are proposed in the Neighborhood category and occupy more than one acre in size, they will require a future land use amendment to public/institutional. Conservation uses are exempt from this provision.





# Map I - 8. Future Land Use Map, 2045



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, S&ME, 2021.



## 2. Holding Capacity Analysis

This section compares the carrying capacity of the land, based on the adopted FLUM, with the population projections for the City. **Table I-4** shows the carrying capacity of the FLUM. The carrying capacity calculation includes the acreage of developable 'vacant' land and 'underutilized' sites (where a developed property's land value is greater than or equal to the value of buildings) and assume that new development will utilize the maximum density allowed by their FLU designation while previously developed properties will retain their existing density (unless considered underutilized by this analysis). **Map I-9** shows the FLU designation of vacant lands. **Map I-10** shows the designation of underutilized sites.

The following assumptions were made in the calculation of holding capacity:

1. The vacant land within the **Neighborhood** category will be developed at various densities: Approximately 80% will develop at four dwelling units per acre, 10% at eight dwelling units per acre, and 10% at 20 dwelling units per acre. A factor of 75% has been applied to account for areas designated Neighborhood that will be developed with non-residential support uses.
2. The **Downtown** category allows residential, but there are only four acres of vacant land and 14.9 acres of underutilized sites today. Unless there is redevelopment of the underutilized sites, there would only be 48 new multi-family units added. If it is assumed that the core of the Downtown (Walnut Street) will be redeveloped with vertical mixed-use developments within the planning timeframe of this plan, that number could be at least doubled. **Table I-4** shows a total of 214 potential units.
3. For **Mixed-Use**, it is assumed that at least 20% of the developable land will be used for multi-family development.
4. The timeline for the redevelopment of the **Mixed-Use Reynolds Park** site is uncertain. The property is not vacant at present time, so it does not appear in **Table I-4** as producing any dwelling units within the planning period of this plan. The opening of the FCE interchange may trigger activity on the site. The Goals, Objectives and Policies limit the number of units that can be developed on the site to 3,919.

**Table I-4** shows that, based on acreage available for development and redevelopment, the City could accommodate an additional 3,317 dwelling units by the year 2045 which, when multiplied by 2.454 persons per household (US Census Bureau, 2010), would equal **8,140 residents**. As noted previously, the City population projections prepared by S&ME revealed that the population is expected to increase by **8,4758,982 residents** by the year 2045, for a total of **16,52918,768 residents**. Therefore, this expected increase in population can be accommodated within City limits through the year 2035. Additional capacity is available may be needed at that time to address changes in growth that may be triggered by the opening of the First Coast Expressway interchange at US 17 and future economic development and redevelopment efforts which the City plans to undertake.



**Table I - 4. Future Land Use Categories and Residential Holding Capacity, 2020-2045**

| Future Land Use Category | Total Acres    | Vacant Acres | Underdeveloped Acres | Environmentally Sensitive Lands | Developable Acres | Residential (%) | Max. Density (du/ac) | Holding Capacity (dwelling units) |
|--------------------------|----------------|--------------|----------------------|---------------------------------|-------------------|-----------------|----------------------|-----------------------------------|
| NGH                      | 1,942.5        | 520.0        | 378.3                | 376.5                           | 521.8             | 80%             | 4                    | 1,670                             |
|                          |                |              |                      |                                 |                   | 10%             | 8                    | 220                               |
|                          |                |              |                      |                                 |                   | 10%             | 20                   | 549                               |
| DT                       | 74.1           | 4.0          | 14.9                 | 1.1                             | 17.8              | 40%             | 30                   | 214                               |
| MU                       | 400.6          | 134.9        | 50.0                 | 18.7                            | 166.2             | 20%             | 20                   | 665                               |
| MURP                     | 1,735.0        | 0.0          | 0.0                  | 0.0                             | 0.0               | 0%              | 40                   | 0                                 |
| PUB                      | 543.9          | 35.2         | 58.9                 | 22.4                            | 71.7              | 0%              | 0                    | 0                                 |
| EC                       | 36.7           | 0.4          | 7.2                  | 0.0                             | 7.6               | 0%              | 0                    | 0                                 |
| <b>TOTAL</b>             | <b>4,732.8</b> | <b>694.5</b> | <b>509.3</b>         | <b>418.7</b>                    | <b>785.1</b>      | <b>n/a</b>      | <b>n/a</b>           | <b>3,317</b>                      |

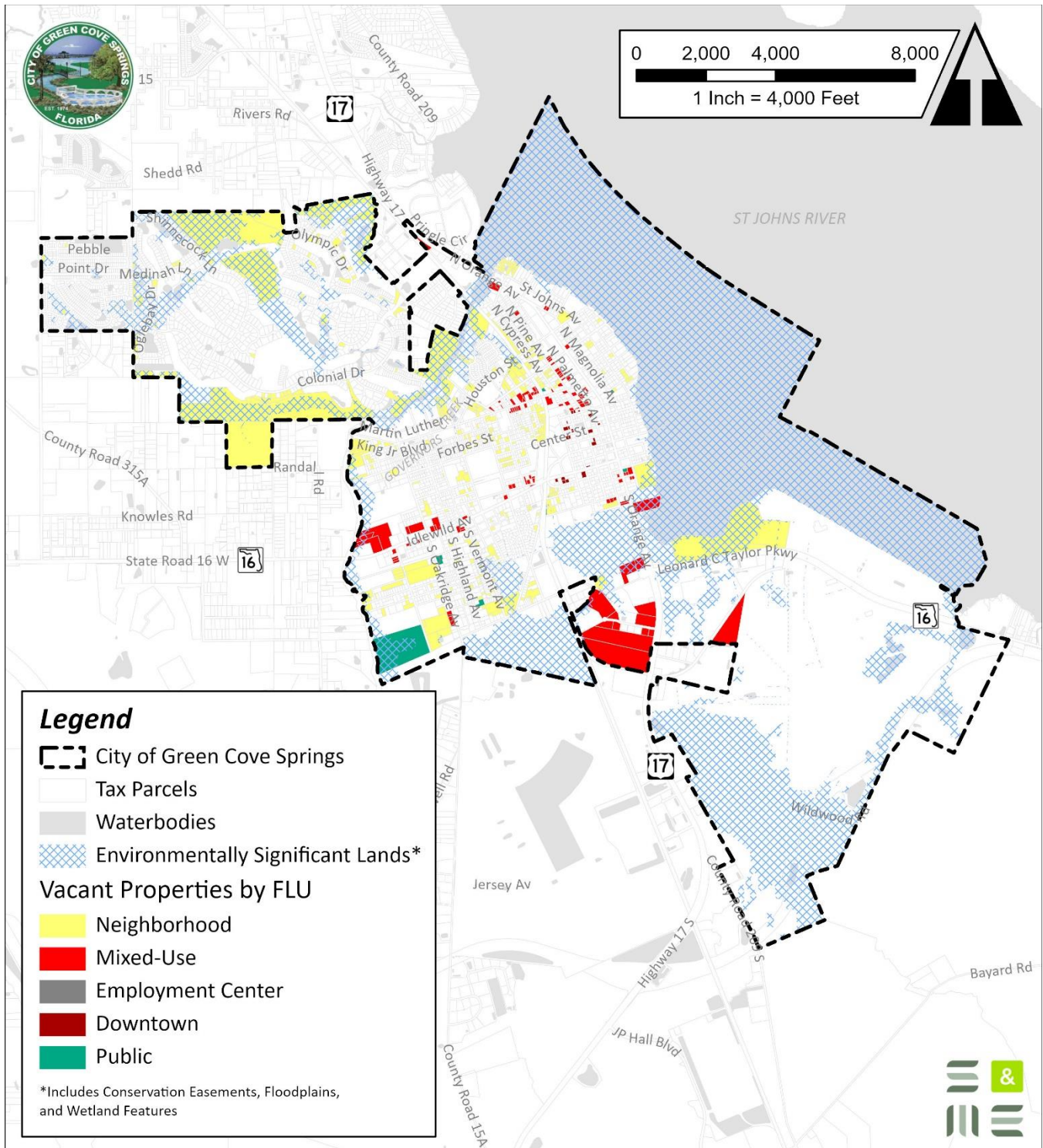
<sup>1</sup> Includes the portion of vacant and underdeveloped parcels that feature conservation easements, wetlands, and Federal Emergency Management Agency (FEMA) SFHA Zone A and AE (100-year floodplain).

<sup>2</sup> See Section B.1, above.

Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, FEMA, FGDL, National Wetlands Inventory (NWI), S&ME, 2021.



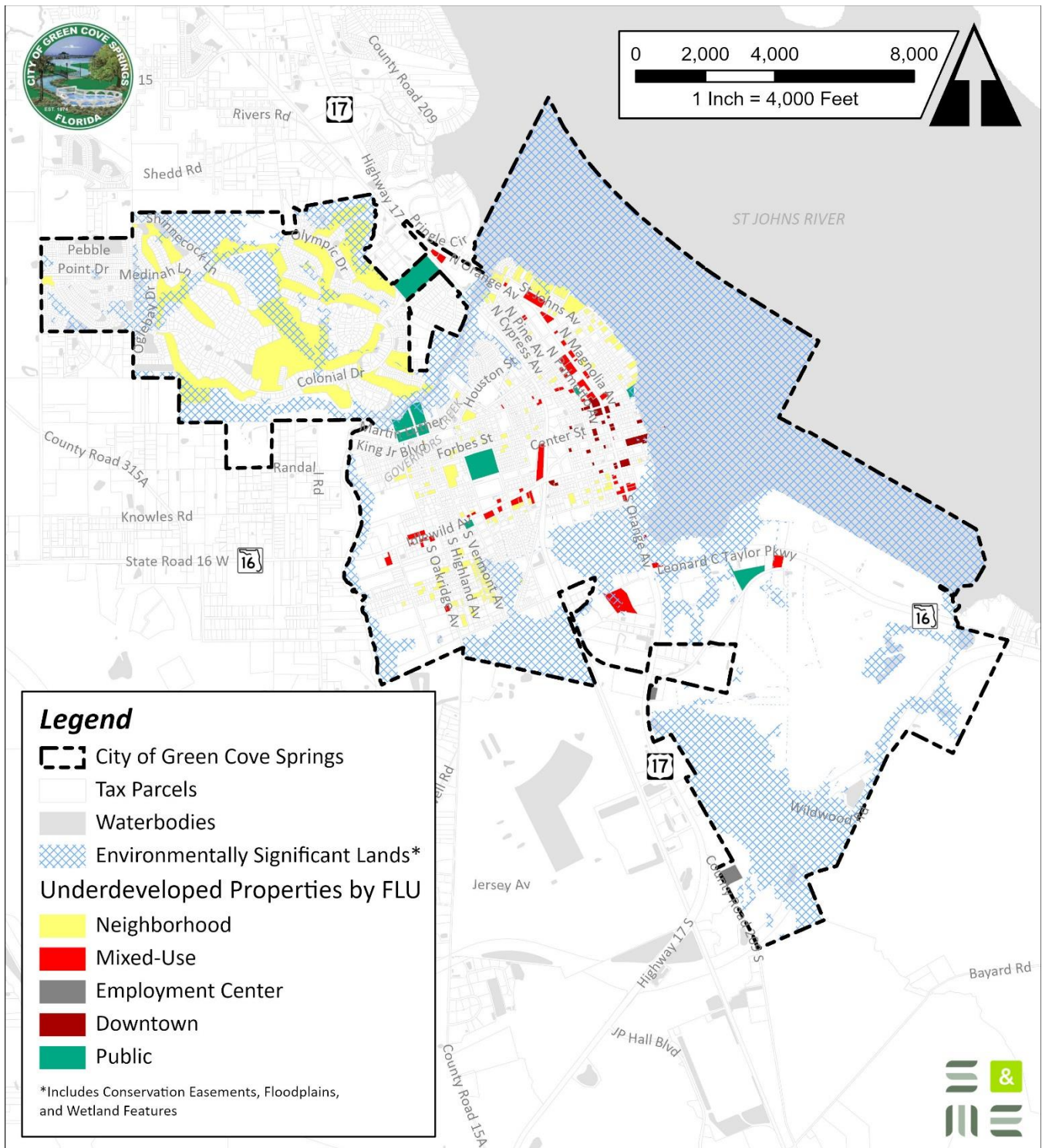
Map I - 9. Future Land Use Classification of Vacant Parcels, 2045



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, FEMA, FGDL, NWI, S&ME, 2021.



## Map I - 10. Future Land Use Classification of Underdeveloped Parcels, 2045



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, S&ME, 2021.





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** City Council Regular Session **MEETING DATE:** September 7, 2021  
**FROM:** Scott Schultz, Assistant Water Utilities Director  
**SUBJECT:** City Council approval to purchase a 2021 F-250 work truck from the Florida Sheriff's bid # 18-VEL 26.0, in the total amount of \$40,222.00 from Duval Ford and to surplus truck # 954, a 2004 Dodge which has far outlived its useful life

### BACKGROUND

Vehicle # 954, a water department service truck, has far outlived its useful life and is in need of replacement

### FISCAL IMPACT

\$40,222.00 from the Water Department FY 2021 Capital Budget

### RECOMMENDATION

Approve the purchase of a 2021 F-250 work truck from the Florida Sheriff's bid # 18-VEL 26.0, in the total amount of \$40,222.00 from Duval Ford and to surplus truck # 954, a 2004 Dodge which has far outlived its useful life



## CITY OF GREEN COVE SPRINGS

## Prepared for:

CITY OF GREEN COVE SPRINGS  
SCOTT SCHULTZ  
[904-219-7540](tel:904-219-7540)  
[sschultz@greencovesprings.com](mailto:sschultz@greencovesprings.com)

## Contract Holder

8/23/21

Duval Ford Fleet Sales  
Laura Torbett  
(Work) 904-388-2144  
(Fax) 904-387-6816  
(Cell) 904-568-6027  
[Laura.Torbett@duvalfleet.com](mailto:Laura.Torbett@duvalfleet.com)  
5203 Waterside Dr Jax, FL 32210

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA19-VEL27 Heavy Equipment and Trucks FSA19-VEH 17. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

| Labor     | Code            | Equipment  | Price        |
|-----------|-----------------|--|--------------|
| 0         | SPEC 141        | 2021 FORD F-250 4X2 EXTENDED CAB PICK UP (X2A)   | \$ 24,145.00 |
| 0         | 600A            | XL TRIM  | \$ -         |
| 0         | 996             | 6.2L V8 GAS ENGINE   | \$ -         |
| 0         | 44S             | AUTOMATIC TRANSMISSION   | \$ -         |
| 0         | 90L             | POWER WINDOWS AND LOCKS  | \$ -         |
| 0         | X3E             | 3.73 LIMITED SLIP DIFFERENTIAL   | \$ 389.00    |
| 0         | 148             | 6 3/4 BOX  | \$ -         |
| 0         |                 |  | \$ -         |
| 0         | Z1              | EXTERIOR COLOR: OXFORD WHITE   | \$ -         |
| 0         | AS              | INTERIOR COLOR: GRAY VINYL- 40/20/40   | \$ -         |
| 0         |                 |  | \$ -         |
| 0         | TBM             | ALL TERRAIN TIRES, LT245/75R17E BSW A/T  | \$ 164.00    |
| 0         | TINT 1          | WINDOW TINT, INCLUDING WINDSHIELD STRIP  | \$ 265.00    |
| 0         | 872             | BACK UP CAMERA   | \$ 414.00    |
| 0         | 18B             | RUNNING BOARDS   | \$ 444.00    |
| 0         | 52B             | ELECTRIC BRAKE CONTROLLER  | \$ 269.00    |
| 0         | 534             | TRAILER TOWING PACKAGE WITH 7 WAY WIRING AND 2" BALL   | \$ 1,445.00  |
| 0         | LED PKG 9       | WHELEN FOUR CORNER LED LIGHTING SYSTEM- WHITE  | \$ 3,022.00  |
| 0         | INCL            | 54" LIBERTY 11 LIGHTBAR, FULLY POPULATED WITH 6 SWITCH CONTROLLER- A/W/A/W SPLIT   | \$ -         |
| 0         | 7SB             | 6 3/4' KNAPEIDE UTILITY BODY, MODEL 680  | \$ 7,600.00  |
| 0         | 31V             | SHIP THROUGH TO BODY MANUFACTURER, INCLUDES CERTIFIED MSO  | \$ 625.00    |
| 0         | CAMLOC          | INSTALL FACTORY BACK UP CAMERA   | \$ 285.00    |
| 0         | SPRAY SB        | HD LINEX SPRAY IN BEDLINER, INCLUDE TOPS OF UTILITY BOXES  | \$ 945.00    |
| 0         | SPRAY BR        | SPRAY IN LINER, REAR BUMPER  | \$ 210.00    |
| 0         |                 |  | \$ -         |
| 0         |                 |  | \$ -         |
| 0         | LABOR           | Total Contract labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:   | \$50         |
| 0         |                 |  | \$ -         |
| 0         | VENDOR COMMENTS | ***See Our Face Book Page for Pics & Video <a href="https://www.facebook.com/duvalfleet/">https://www.facebook.com/duvalfleet/</a> *** |              |
| UNIT COST |                 |  | \$ 40,222.00 |

TOTAL QUANTITY 1 TOTAL PURCHASE \$ 40,222.00





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Meeting **MEETING DATE:** September 7, 2021

**FROM:** Scott Schultz, Asst. Water Utilities Director

**SUBJECT:** City Council approval of, and authorization for the Mayor to execute, Disbursement Request #4, in the amount of \$341,701.95 for construction of the Advanced Wastewater Treatment Plant (AWWTP), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420 in the total amount of \$15,426,644.33.

### BACKGROUND

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

#### Excerpt from the June 7, 2016 Staff Report

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

On February 16, 2021 Council approved the Engineers Recommendation of Award to Williams Industrial Services, LLC.

On March 16, 2021, Council approved and executed the contract between the city and Williams Industrial.

### FISCAL IMPACT

\$341,701.95 from the Wastewater CIP Budget

### RECOMMENDATION

Approve of, and authorize the Mayor to execute, Disbursement Request #4, in the amount of \$341,701.95 for construction of the Advanced Wastewater Treatment Plant (AWWTP), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420 in the total amount of \$15,426,644.33.



# Disbursement Request Package

State Revolving Fund Programs

Item #11.

1. Project Sponsor City of Green Cove Springs, Florida
2. Project Number WW100420/SG100421
3. Disbursement Request Number 4
4. Invoice Period 6/28/2021 through 7/30/2021
5. Type of Request: Partial ☒ Final ☐
6. Federal Employer Identification Number 59-6000328
7. Mail ☐ EFT ☒ Send Remittance to:

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

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

Account Name: City of Green Cove Springs Utility Fund Savings

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

## Disbursement Details

(Rounded to the nearest dollar)

|   | Amount This Request          | Total Cumulative      |
|---|------------------------------|-----------------------|
| 1. Planning and Specialized Studies (attach invoices)       | \$                           | \$                    |
| 2. Design (attach invoices)                                 | \$                           | \$                    |
| 3. Construction and Demolition (attach pay estimates)       | \$ 331,951.95                | \$ 1,461,082.19       |
| 4. Technical Services during Construction (attach invoices) | \$ 9,750.00                  | \$ 59,250.00          |
| 5. <u>Other (must be specified in agreement)</u>            | \$                           | \$                    |
| 6. _____  | \$                           | \$                    |
| 7. Total cumulative to date                                 |                              | \$ 1,520,332.19       |
| 8.. Disbursements previously requested                      |                              | \$( 1,178,630.24 )    |
| 9. Amount requested for disbursement                        | \$ 341,701.95                | \$ 341,701.95         |
|   | (Total of lines 1 through 6) | (Line 7 minus Line 8) |

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

**SRF\_Reporting@dep.state.fl.us**



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

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

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

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

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

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

\_\_\_\_\_  
( Signature of Authorized Representative)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
September 7, 2021

\_\_\_\_\_  
(Date)

Period of Certification:

6/28/21 through 7/30/21

DEP Agreement No. WW100420/SG100421



## Engineer's Certification of Disbursement Request

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

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

\_\_\_\_\_  
Signature of Professional Engineer

Mittauer & Associates, Inc.

\_\_\_\_\_  
Firm or Affiliation

September 7, 2021

\_\_\_\_\_  
(Date)

58760

\_\_\_\_\_  
(P.E. Number)

Period of Certification:

6/28/2021 to 7/30/2021

DEP Agreement No. WW100420/SG100421





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

Item #11.

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

July 29, 2021

VIA EMAIL

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

RE: Contractor's Pay Request No. 3  
DEP SRF Harbor Road WRF Expansion, Ph. 2  
SRF Agreement No. WW100420  
City of Green Cove Springs, Florida  
Mittauer & Associates, Inc. Project No. 8905-56-1

Dear Mr. Schultz:

We have reviewed Pay Request No. 3 from Williams Industrial Services, LLC and find it acceptable. We have, accordingly, indicated our approval and are forwarding an electronic copy to you for approval and payment. This pay request totals \$331,921.95.

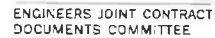
Please do not hesitate to call should you have any questions.

Sincerely yours,  
Mittauer & Associates, Inc.

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

JRS/pj  
Enclosure  
cc: Williams Industrial Services, LLC





## 03

### Change Order Summary

|   |    |                                      |
|---|----|--------------------------------------|
| 1. ORIGINAL CONTRACT PRICE  | \$ | 15,426,644.00                        |
| 2. Net change by Change Orders  | \$ |                                      |
| 3. Current Contract Price (Line 1 ± 2)  | \$ | 15,426,644.00                        |
| 4. TOTAL COMPLETED AND STORED TO DATE<br>(Column F total on Progress Estimates)                 | \$ | 1,537,981.25                         |
| 5. RETAINAGE:   |    |                                      |
| a. X 5% Work Completed  | \$ | 51,029.04                            |
| b. X 5% Stored Material   | \$ | 25,870.02                            |
| c. Total Retainage (Line 5.a + Line 5.b)  | \$ | 76,899.06                            |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)  | \$ | 1,461,082.19                         |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)                                       | \$ | <del>1,129,160.24</del> 1,129,130.24 |
| 8. AMOUNT DUE THIS APPLICATION  | \$ | <del>331,921.95</del> 331,951.95     |
| 9. BALANCE TO FINISH, PLUS RETAINAGE<br>(Column G total on Progress Estimates + Line 5.c above) | \$ | 13,965,561.81                        |

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

\$ ~~331,921.95~~ 331,951.95

line 8 or other - attach explanation of the other amount

Jason R. Shepler, P.E.  
Mittauer & Associates, Inc.

Date \_\_\_\_\_

(Line 8 or other - attach explanation of the other amount)

City of Green Cove Springs, Florida

(Date)

Funding or Financing Entity (if applicable)

(Date)

By: Alan Williams

Date: 07/29/2021

8905-56-1



CONTRACTOR:

## GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER &amp; ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

| DESCRIPTION                                     | TOTAL<br>VALUE \$ | PREVIOUS WORK<br>COMPLETE | CURRENT WORK<br>COMPLETE | % COMPLETE | \$ VALUE<br>COMPLETED | \$ BALANCE TO<br>FINISH | RETAINAGE 5% |
|---|-------------------|---------------------------|--------------------------|------------|-----------------------|-------------------------|--------------|
| <b><u>DIVISION 1 - GENERAL REQUIREMENTS</u></b> |                   |                           |                          |            |                       |                         |              |
| 1 BONDS / BUILDER'S RISK INSURANCE              | \$ 349,520.94     | \$ 349,520.94             |                          | 100%       | \$ 349,520.94         | \$ -                    | \$ 17,476.05 |
| 2 MOBILIZATION                                  | \$ 123,360.33     | \$ 123,360.33             |                          | 100%       | \$ 123,360.33         | \$ -                    | \$ 6,168.02  |
| 3 DEMOBILIZATION                                | \$ 82,240.22      |                           |                          | 0%         | \$ -                  | \$ 82,240.22            | \$ -         |
| 4 START-UP & TEST PLANT                         | \$ 164,480.44     |                           |                          | 0%         | \$ -                  | \$ 164,480.44           | \$ -         |
| 5 SOIL & CONCRETE TESTING                       | \$ 123,360.33     |                           |                          | 0%         | \$ -                  | \$ 123,360.33           | \$ -         |
| 6 SITEWORK                                      | \$ 1,254,163.36   | \$ 62,708.17              | \$ 62,037.50             | 10%        | \$ 124,745.67         | \$ 1,129,417.69         | \$ 6,237.28  |
| 7 UNDERGROUND PIPING                            | \$ 945,762.53     | \$ 263,801.76             | \$ 59,440.72             | 34%        | \$ 323,242.48         | \$ 622,520.05           | \$ 16,162.12 |
| 8 ABOVE GROUND PIPING                           | \$ 575,681.54     |                           |                          | 0%         | \$ -                  | \$ 575,681.54           | \$ -         |
| 9 LANDSCAPING/ RETAINING WALL BLOCK             | \$ 328,960.88     |                           |                          | 0%         | \$ -                  | \$ 328,960.88           | \$ -         |
| 10 FENCING                                      | \$ 164,480.44     | \$ 73,358.28              |                          | 45%        | \$ 73,358.28          | \$ 91,122.16            | \$ 3,667.91  |
|   |                   |                           |                          |            |                       |                         |              |
| <b><u>DIVISION 2 - INFLUENT STRUCTURE</u></b>   |                   |                           |                          |            |                       |                         |              |
| 1 EXCAVATION                                    | \$ 10,995.88      |                           |                          | 0%         | \$ -                  | \$ 10,995.88            | \$ -         |
| 2 UNDERSLAB FLOOR DRAINS                        | \$ 10,995.88      |                           |                          | 0%         | \$ -                  | \$ 10,995.88            | \$ -         |
| 3 STRUCTURE WALLS & ELEVATED SLABS              | \$ 109,958.80     |                           |                          | 0%         | \$ -                  | \$ 109,958.80           | \$ -         |
| 4 FOUNDATIONS                                   | \$ 109,958.80     |                           |                          | 0%         | \$ -                  | \$ 109,958.80           | \$ -         |
| 5 ERECT ACCESS STAIRS AND HANDRAILS             | \$ 54,979.40      |                           |                          | 0%         | \$ -                  | \$ 54,979.40            | \$ -         |
| 6 MISC METALS                                   | \$ 27,489.70      |                           |                          | 0%         | \$ -                  | \$ 27,489.70            | \$ -         |
| 7 EQUIPMENT                                     | \$ 27,489.70      | \$ 4,123.46               | \$ 10,000.00             | 51%        | \$ 14,123.46          | \$ 13,366.24            | \$ 706.17    |
| 8 PIPING  | \$ 197,925.84     |                           | \$ 71,569.88             | 36%        | \$ 71,569.88          | \$ 126,355.96           | \$ 3,578.49  |
|   |                   |                           |                          |            |                       |                         |              |
| <b><u>DIVISION 3 - OXIDATION DITCH</u></b>      |                   |                           |                          |            |                       |                         |              |
| 1 OXIDATION DITCH FLOOR                         | \$ 754,200.00     | \$ 9,050.40               |                          | 1%         | \$ 9,050.40           | \$ 745,149.60           | \$ 452.52    |

A - STORED MATERIALS &amp; SUBMITTALS



CONTRACTOR:

## GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER &amp; ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

| DESCRIPTION                                 | TOTAL<br>VALUE \$ | PREVIOUS WORK<br>COMPLETE | CURRENT WORK<br>COMPLETE | % COMPLETE | \$ VALUE<br>COMPLETED | \$ BALANCE TO<br>FINISH | RETAINAGE 5% |
|---|-------------------|---------------------------|--------------------------|------------|-----------------------|-------------------------|--------------|
| 2 OXIDATION DITCH OUTER ST. WALLS           | \$ 754,200.00     | \$ 9,050.40               |                          | 1%         | \$ 9,050.40           | \$ 745,149.60           | \$ 452.52    |
| 3 OXIDATION DITCH INTERNAL WALLS            | \$ 754,200.00     | \$ 9,050.40               |                          | 1%         | \$ 9,050.40           | \$ 745,149.60           | \$ 452.52    |
| 4 OXIDATION DITCH CIRCULAR END WALLS        | \$ 565,650.00     | \$ 6,787.80               |                          | 1%         | \$ 6,787.80           | \$ 558,862.20           | \$ 339.39    |
| 5 OXIDATION DITCH DECKS & COLUMNS           | \$ 377,100.00     |                           |                          | 0%         | \$ -                  | \$ 377,100.00           | \$ -         |
| 6 OXIDATION DITCH WALKWAYS                  | \$ 377,100.00     | \$ 3,771.00               |                          | 1%         | \$ 3,771.00           | \$ 373,329.00           | \$ 188.55    |
| 7 OXIDATION DITCH ACCESSORIES & PAINTING    | \$ 188,550.00     |                           | \$ 53,700.00             | 28%        | \$ 53,700.00          | \$ 134,850.00           | \$ 2,685.00  |
| <b>DIVISION 4 - CLARIFIER FLOW SPLITTER</b> |                   |                           |                          |            |                       |                         |              |
| 1 EXCAVATION                                | \$ 2,376.00       |                           |                          | 0%         | \$ -                  | \$ 2,376.00             | \$ -         |
| 2 UNDERSLAB PIPING                          | \$ 3,564.00       |                           |                          | 0%         | \$ -                  | \$ 3,564.00             | \$ -         |
| 3 FOUNDATIONS & WALLS                       | \$ 35,640.00      |                           |                          | 0%         | \$ -                  | \$ 35,640.00            | \$ -         |
| 4 MISC METALS                               | \$ 5,940.00       |                           |                          | 0%         | \$ -                  | \$ 5,940.00             | \$ -         |
| 5 STRUCTURAL                                | \$ 7,128.00       |                           |                          | 0%         | \$ -                  | \$ 7,128.00             | \$ -         |
| 6 MECHANICAL                                | \$ 16,632.00      |                           |                          | 0%         | \$ -                  | \$ 16,632.00            | \$ -         |
| 7 PIPING                                    | \$ 47,520.00      |                           |                          | 0%         | \$ -                  | \$ 47,520.00            | \$ -         |
| <b>DIVISION 5 - CLARIFIERS</b>              |                   |                           |                          |            |                       |                         |              |
| 1 EXCAVATION                                | \$ 23,035.20      |                           |                          | 0%         | \$ -                  | \$ 23,035.20            | \$ -         |
| 2 UNDERSLAB CONCRETE ENCASED PIPING         | \$ 34,552.80      |                           |                          | 0%         | \$ -                  | \$ 34,552.80            | \$ -         |
| 3 FOUNDATIONS W/ UNDERDRAINS                | \$ 230,352.00     |                           |                          | 0%         | \$ -                  | \$ 230,352.00           | \$ -         |
| 4 STRUCTURAL CONCRETE WALLS                 | \$ 230,352.00     | \$ 7,279.12               |                          | 3%         | \$ 7,279.12           | \$ 223,072.88           | \$ 363.96    |
| 5 MISC METALS                               | \$ 57,588.00      |                           |                          | 0%         | \$ -                  | \$ 57,588.00            | \$ -         |
| 6 CLARIFIER EQUIPMENT                       | \$ 115,176.00     | \$ 1,497.29               | \$ 20,525.00             | 19%        | \$ 22,022.29          | \$ 93,153.71            | \$ 1,101.11  |
| 7 PIPING                                    | \$ 460,704.00     |                           |                          | 0%         | \$ -                  | \$ 460,704.00           | \$ -         |



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WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER &amp; ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

| DESCRIPTION                                  | TOTAL<br>VALUE \$ | PREVIOUS WORK<br>COMPLETE | CURRENT WORK<br>COMPLETE | % COMPLETE | \$ VALUE<br>COMPLETED | \$ BALANCE TO<br>FINISH | RETAINAGE 5% |
|--|-------------------|---------------------------|--------------------------|------------|-----------------------|-------------------------|--------------|
| <b>DIVISION 6 - RAS/WAS PUMP STATION</b>     |                   |                           |                          |            |                       |                         |              |
| 1 EXCAVATION                                 | \$ 4,063.20       |                           |                          | 0%         | \$ -                  | \$ 4,063.20             | \$ -         |
| 2 FOUNDATIONS                                | \$ 50,790.00      |                           |                          | 0%         | \$ -                  | \$ 50,790.00            | \$ -         |
| 3 ERECT BUILDING                             | \$ 40,632.00      |                           |                          | 0%         | \$ -                  | \$ 40,632.00            | \$ -         |
| 4 PUMPS                                      | \$ 6,094.80       |                           |                          | 0%         | \$ -                  | \$ 6,094.80             | \$ -         |
| 5 MECHANICAL                                 | \$ 20,316.00      |                           |                          | 0%         | \$ -                  | \$ 20,316.00            | \$ -         |
| 6 PIPING                                     | \$ 81,264.00      |                           |                          | 0%         | \$ -                  | \$ 81,264.00            | \$ -         |
| <b>DIVISION 7 - FILTERS</b>                  |                   |                           |                          |            |                       |                         |              |
| 1 EXCAVATION                                 | \$ 11,496.00      |                           |                          | 0%         | \$ -                  | \$ 11,496.00            | \$ -         |
| 2 FOUNDATIONS, WALLS & ELEVATED DECK         | \$ 114,960.00     |                           |                          | 0%         | \$ -                  | \$ 114,960.00           | \$ -         |
| 3 SET FILTERS & DRIVE MOTORS                 | \$ 86,220.00      |                           |                          | 0%         | \$ -                  | \$ 86,220.00            | \$ -         |
| 4 MISC METALS                                | \$ 28,740.00      |                           |                          | 0%         | \$ -                  | \$ 28,740.00            | \$ -         |
| 5 WEIRS                                      | \$ 17,244.00      |                           | \$ 9,000.00              | 52%        | \$ 9,000.00           | \$ 8,244.00             | \$ 450.00    |
| 6 MECHANICAL                                 | \$ 57,480.00      |                           |                          | 0%         | \$ -                  | \$ 57,480.00            | \$ -         |
| 7 PIPING                                     | \$ 229,920.00     |                           |                          | 0%         | \$ -                  | \$ 229,920.00           | \$ -         |
| 8 PUMPS                                      | \$ 28,740.00      |                           |                          | 0%         | \$ -                  | \$ 28,740.00            | \$ -         |
| <b>DIVISION 8 - CHLORINE CONTACT CHAMBER</b> |                   |                           |                          |            |                       |                         |              |
| 1 EXCAVATION                                 | \$ 3,180.60       |                           |                          | 0%         | \$ -                  | \$ 3,180.60             | \$ -         |
| 2 SET CHEMICAL VAULT                         | \$ 7,951.50       |                           |                          | 0%         | \$ -                  | \$ 7,951.50             | \$ -         |
| 3 UNDERSLAB DRAIN PIPING                     | \$ 7,951.50       |                           |                          | 0%         | \$ -                  | \$ 7,951.50             | \$ -         |
| 4 FOUNDATIONS & WALLS                        | \$ 39,757.50      |                           |                          | 0%         | \$ -                  | \$ 39,757.50            | \$ -         |



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1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

| DESCRIPTION  | TOTAL<br>VALUE \$ | PREVIOUS WORK<br>COMPLETE | CURRENT WORK<br>COMPLETE | % COMPLETE | \$ VALUE<br>COMPLETED | \$ BALANCE TO<br>FINISH | RETAINAGE 5% |
|--|-------------------|---------------------------|--------------------------|------------|-----------------------|-------------------------|--------------|
| 5 STRUCTURAL   | \$ 15,903.00      |                           |                          | 0%         | \$ -                  | \$ 15,903.00            | \$ -         |
| 6 MISC METALS  | \$ 7,951.50       |                           | \$ 1,900.00              | 24%        | \$ 1,900.00           | \$ 6,051.50             | \$ 95.00     |
| 7 CHLORINE PUMPS   | \$ 7,951.50       |                           |                          | 0%         | \$ -                  | \$ 7,951.50             | \$ -         |
| 8 MECHANICAL   | \$ 7,951.50       |                           |                          | 0%         | \$ -                  | \$ 7,951.50             | \$ -         |
| 9 EFFLUENT PUMPS   | \$ 7,951.50       |                           |                          | 0%         | \$ -                  | \$ 7,951.50             | \$ -         |
| 10 PIPING  | \$ 52,479.90      |                           | \$ 12,000.00             | 23%        | \$ 12,000.00          | \$ 40,479.90            | \$ 600.00    |
|  |                   |                           |                          |            |                       |                         |              |
| <b><u>DIVISION 11 - CHEMICAL FEED &amp; STORAGE FACILITIES</u></b>         |                   |                           |                          |            |                       |                         |              |
| 1 EXCAVATION   | \$ 5,032.80       |                           |                          | 0%         | \$ -                  | \$ 5,032.80             | \$ -         |
| 2 SET CATCH BASINS   | \$ 7,549.20       |                           |                          | 0%         | \$ -                  | \$ 7,549.20             | \$ -         |
| 3 FOUNDATIONS W/ UNDERDRAINS   | \$ 50,328.00      |                           |                          | 0%         | \$ -                  | \$ 50,328.00            | \$ -         |
| 4 PRECAST CONCRETE BOXES   | \$ 12,582.00      |                           |                          | 0%         | \$ -                  | \$ 12,582.00            | \$ -         |
| 5 CHEMICAL STORAGE TANKS   | \$ 25,164.00      |                           |                          | 0%         | \$ -                  | \$ 25,164.00            | \$ -         |
| 6 MISC METALS  | \$ 12,582.00      |                           |                          | 0%         | \$ -                  | \$ 12,582.00            | \$ -         |
| 7 ERECT PEMB   | \$ 50,328.00      |                           |                          | 0%         | \$ -                  | \$ 50,328.00            | \$ -         |
| 8 PIPING   | \$ 88,074.00      |                           |                          | 0%         | \$ -                  | \$ 88,074.00            | \$ -         |
|  |                   |                           |                          |            |                       |                         |              |
| <b><u>DIVISION 12 - IN-PLANT / TRANSFER PUMP STATION &amp; VAC CON</u></b> |                   |                           |                          |            |                       |                         |              |
| 1 EXCAVATION   | \$ 13,062.00      |                           |                          | 0%         | \$ -                  | \$ 13,062.00            | \$ -         |
| 2 WET WELL   | \$ 65,310.00      |                           |                          | 0%         | \$ -                  | \$ 65,310.00            | \$ -         |
| 3 MISC METALS  | \$ 26,124.00      |                           |                          | 0%         | \$ -                  | \$ 26,124.00            | \$ -         |
| 4 PUMPS  | \$ 26,124.00      |                           |                          | 0%         | \$ -                  | \$ 26,124.00            | \$ -         |
| 5 PIPING   | \$ 130,620.00     |                           |                          | 0%         | \$ -                  | \$ 130,620.00           | \$ -         |
|  |                   |                           |                          |            |                       |                         |              |



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MITTAUER &amp; ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

| DESCRIPTION                                     | TOTAL<br>VALUE \$ | PREVIOUS WORK<br>COMPLETE | CURRENT WORK<br>COMPLETE | % COMPLETE | \$ VALUE<br>COMPLETED | \$ BALANCE TO<br>FINISH | RETAINAGE 5% |
|---|-------------------|---------------------------|--------------------------|------------|-----------------------|-------------------------|--------------|
| <b><u>DIVISION 13 - AEROBIC DIGESTERS</u></b>   |                   |                           |                          |            |                       |                         |              |
| 1 DEMO MECHANICAL PIPING                        | \$ 14,340.00      |                           |                          | 0%         | \$ -                  | \$ 14,340.00            | \$ -         |
| 2 AERATORS & MOORING ARMS                       | \$ 143,400.00     | \$ 123,324.00             |                          | 86%        | \$ 123,324.00         | \$ 20,076.00            | \$ 6,166.20  |
| 3 SUPERNATE DISCHARGE BOX                       | \$ 14,340.00      |                           |                          | 0%         | \$ -                  | \$ 14,340.00            | \$ -         |
| 4 AERATORS INSTALL                              | \$ 20,076.00      |                           |                          | 0%         | \$ -                  | \$ 20,076.00            | \$ -         |
| 5 UNDERGROUND DI PIPING                         | \$ 71,700.00      |                           |                          | 0%         | \$ -                  | \$ 71,700.00            | \$ -         |
| 6 INSTALL TELESCOPING VALVES                    | \$ 22,944.00      |                           |                          | 0%         | \$ -                  | \$ 22,944.00            | \$ -         |
|   |                   |                           |                          |            |                       |                         |              |
| <b><u>DIVISION 14 - OPERATIONS BUILDING</u></b> |                   |                           |                          |            |                       |                         |              |
| 1 EXCAVATION                                    | \$ 12,150.00      |                           |                          | 0%         | \$ -                  | \$ 12,150.00            | \$ -         |
| 2 FOUNDATIONS                                   | \$ 121,500.00     |                           |                          | 0%         | \$ -                  | \$ 121,500.00           | \$ -         |
| 3 STRUCTURAL PEMB                               | \$ 121,500.00     |                           |                          | 0%         | \$ -                  | \$ 121,500.00           | \$ -         |
| 4 CMU BLOCK                                     | \$ 30,375.00      |                           |                          | 0%         | \$ -                  | \$ 30,375.00            | \$ -         |
| 5 ERECT TRUSSES AND METAL ROOF                  | \$ 36,450.00      |                           |                          | 0%         | \$ -                  | \$ 36,450.00            | \$ -         |
| 6 HVAC  | \$ 78,975.00      |                           |                          | 0%         | \$ -                  | \$ 78,975.00            | \$ -         |
| 7 PLUMBING                                      | \$ 72,900.00      |                           |                          | 0%         | \$ -                  | \$ 72,900.00            | \$ -         |
| 8 INSTALL LAB MATERIALS                         | \$ 30,375.00      |                           |                          | 0%         | \$ -                  | \$ 30,375.00            | \$ -         |
| 9 ARCHITECTURAL ITEMS                           | \$ 72,900.00      |                           |                          | 0%         | \$ -                  | \$ 72,900.00            | \$ -         |
| 10 SECURITY SYSTEM                              | \$ 30,375.00      |                           |                          | 0%         | \$ -                  | \$ 30,375.00            | \$ -         |
|   |                   |                           |                          |            |                       |                         |              |
| <b><u>DIVISION 16 - LINE CREW BUILDING</u></b>  |                   |                           |                          |            |                       |                         |              |
| 1 EXCAVATION                                    | \$ 18,062.18      |                           |                          | 0%         | \$ -                  | \$ 18,062.18            | \$ -         |
| 2 FOUNDATIONS                                   | \$ 180,621.80     |                           |                          | 0%         | \$ -                  | \$ 180,621.80           | \$ -         |
| 3 STRUCTURAL PEMB                               | \$ 198,683.98     |                           |                          | 0%         | \$ -                  | \$ 198,683.98           | \$ -         |



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1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

| DESCRIPTION                         | TOTAL<br>VALUE \$ | PREVIOUS WORK<br>COMPLETE | CURRENT WORK<br>COMPLETE | % COMPLETE | \$ VALUE<br>COMPLETED | \$ BALANCE TO<br>FINISH | RETAINAGE 5% |
|-------------------------------------|-------------------|---------------------------|--------------------------|------------|-----------------------|-------------------------|--------------|
| 4 CMU BLOCK                         | \$ 54,186.54      |                           |                          | 0%         | \$ -                  | \$ 54,186.54            | \$ -         |
| 5 METAL SIDING                      | \$ 18,062.18      |                           |                          | 0%         | \$ -                  | \$ 18,062.18            | \$ -         |
| 6 HVAC                              | \$ 108,373.08     |                           |                          | 0%         | \$ -                  | \$ 108,373.08           | \$ -         |
| 7 PLUMBING                          | \$ 72,248.72      |                           |                          | 0%         | \$ -                  | \$ 72,248.72            | \$ -         |
| 8 MISC METALS                       | \$ 45,155.45      |                           |                          | 0%         | \$ -                  | \$ 45,155.45            | \$ -         |
| 9 CASEWORK & CABINETS               | \$ 63,217.63      |                           |                          | 0%         | \$ -                  | \$ 63,217.63            | \$ -         |
| 10 ARCHITECTURAL ITEMS              | \$ 144,497.44     |                           |                          | 0%         | \$ -                  | \$ 144,497.44           | \$ -         |
|                                     |                   |                           |                          |            |                       |                         |              |
| <b>DIVISION 17 - ELECTRICAL</b>     |                   |                           |                          |            |                       |                         |              |
| 1 MOBILIZATION & TEMPORARY POWER    | \$ 49,520.00      | \$ 49,520.00              |                          | 100%       | \$ 49,520.00          | \$ -                    | \$ 2,476.00  |
| 2 SUBMITTALS                        | \$ 24,760.00      | \$ 23,522.00              |                          | 95%        | \$ 23,522.00          | \$ 1,238.00             | \$ 1,176.10  |
| 3 GENERAL CONDITIONS                | \$ 99,040.00      | \$ 14,856.00              | \$ 2,750.00              | 18%        | \$ 17,606.00          | \$ 81,434.00            | \$ 880.30    |
| 4 TESTING, START-UP, & CHECKOUT     | \$ 49,520.00      |                           |                          | 0%         | \$ -                  | \$ 49,520.00            | \$ -         |
| 5 LIGHTNING PROTECTION              | \$ 24,760.00      |                           |                          | 0%         | \$ -                  | \$ 24,760.00            | \$ -         |
| 6 DEMOBILIZATION                    | \$ 24,760.00      |                           |                          | 0%         | \$ -                  | \$ 24,760.00            | \$ -         |
| 7 MANHOLES                          | \$ 49,520.00      | \$ 6,932.80               | \$ 10,000.00             | 34%        | \$ 16,932.80          | \$ 32,587.20            | \$ 846.64    |
| 8 INSTALL MANHOLES                  | \$ 24,760.00      |                           | \$ 16,500.00             | 67%        | \$ 16,500.00          | \$ 8,260.00             | \$ 825.00    |
| 9 ELECTRICAL GEAR                   | \$ 1,089,440.00   |                           |                          | 0%         | \$ -                  | \$ 1,089,440.00         | \$ -         |
| 10 INSTALL ELECTRICAL EQUIPMENT     | \$ 74,280.00      |                           |                          | 0%         | \$ -                  | \$ 74,280.00            | \$ -         |
| 11 LIGHTING                         | \$ 74,280.00      |                           |                          | 0%         | \$ -                  | \$ 74,280.00            | \$ -         |
| 12 INSTALL LIGHTING                 | \$ 49,520.00      |                           |                          | 0%         | \$ -                  | \$ 49,520.00            | \$ -         |
| 13 UNDERGROUND CONDUIT & EXCAVATION | \$ 247,600.00     | \$ 47,044.00              | \$ 20,000.00             | 27%        | \$ 67,044.00          | \$ 180,556.00           | \$ 3,352.20  |
| 14 SURFACE CONDUIT                  | \$ 173,320.00     |                           |                          | 0%         | \$ -                  | \$ 173,320.00           | \$ -         |
| 15 WIRE & TERMINATIONS              | \$ 198,080.00     |                           |                          | 0%         | \$ -                  | \$ 198,080.00           | \$ -         |



CONTRACTOR:

## GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER &amp; ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

| DESCRIPTION                                   | TOTAL<br>VALUE \$       | PREVIOUS WORK<br>COMPLETE | CURRENT WORK<br>COMPLETE | % COMPLETE | \$ VALUE<br>COMPLETED  | \$ BALANCE TO<br>FINISH | RETAINAGE 5%        |
|---|-------------------------|---------------------------|--------------------------|------------|------------------------|-------------------------|---------------------|
| 16 GROUNDING                                  | \$ 24,760.00            |                           |                          | 0%         | \$ -                   | \$ 24,760.00            | \$ -                |
| 17 SECURITY CONDUIT & WIRE                    | \$ 24,760.00            |                           |                          | 0%         | \$ -                   | \$ 24,760.00            | \$ -                |
| 18 LINE CREW LIGHTING                         | \$ 24,760.00            |                           |                          | 0%         | \$ -                   | \$ 24,760.00            | \$ -                |
| 19 LINE CREW INSTALL LIGHTING                 | \$ 24,760.00            |                           |                          | 0%         | \$ -                   | \$ 24,760.00            | \$ -                |
| 20 LINE CREW UNDERGROUND CONDUIT & EXCAVATION | \$ 49,520.00            |                           |                          | 0%         | \$ -                   | \$ 49,520.00            | \$ -                |
| 21 LINE CREW SURFACE CONDUIT                  | \$ 24,760.00            |                           |                          | 0%         | \$ -                   | \$ 24,760.00            | \$ -                |
| 22 LINE CREW WIRE & TERMINATIONS              | \$ 24,760.00            |                           |                          | 0%         | \$ -                   | \$ 24,760.00            | \$ -                |
| 23 LINE CREW GROUNDING                        | \$ 24,760.00            |                           |                          | 0%         | \$ -                   | \$ 24,760.00            | \$ -                |
|   |                         |                           |                          |            |                        |                         |                     |
| <b>TOTAL</b>                                  | <b>\$ 15,426,644.00</b> | <b>\$ 1,188,558.15</b>    | <b>\$ 349,423.10</b>     | <b>8%</b>  | <b>\$ 1,537,981.25</b> | <b>\$ 13,888,662.76</b> | <b>\$ 76,899.06</b> |
|   |                         |                           |                          |            |                        |                         |                     |



## Contractor's Application

Modified per Mittauer Associates, Inc.  
EJCDC® C-620 Contractor's Application for Payment  
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00620-3



**INVOICE**

INVOICE NUMBER: 21-39

DATE: June 3, 2021

**TSC-JACOBS NORTH**

24156 SR 54, SUITE 3

LUTZ FLORIDA 33559

TEL: 813 242 2660 FAX: 813 242 2597

To:  
WMS Industrial SVC, LLC  
100 Crescent Centre Parkway  
Suite 1240  
Tucker, GA 30084  
Attn: Alan Williams

**SUBJECT:**  
CGCS/DEP SRF Harbor Road WR PH2

| SALES PERSON | Purchase Order Number | TERMS                             |
|--------------|-----------------------|-----------------------------------|
| Joe Sacco    | 463000012003          | Remit payment to<br>above address |

| QTY.                    | DESCRIPTION                                    | AMOUNT             |
|-------------------------|--|--------------------|
| 1                       | FRP weirs and baffles for secondary clarifiers | \$21,000.00        |
| 1                       | Freight  | Inc.               |
| <b>SUB TOTAL</b>        |  | <b>\$21,000.00</b> |
| <b>FSST</b>             |  | <b>\$1,260.0</b>   |
| <b>SURTAX</b>           |  | <b>\$75.00</b>     |
| <b>TOTAL AMOUNT DUE</b> |  | <b>\$22,335.00</b> |





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

Please contact with Questions: 407-816-6550

| INVOICE NUMBER | TOTAL DUE   | CUSTOMER | PAGE   |
|----------------|-------------|----------|--------|
| 1844633        | \$29,336.72 | 59035    | 1 of 1 |

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

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

**SHIP TO:**

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

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

| SHIP<br>WHSE.     | SELL<br>WHSE. | TAX CODE    | CUSTOMER ORDER NUMBER          | SALESMAN   | JOB NAME                | INVOICE DATE | BATCH<br>ID |
|-------------------|---------------|-------------|--------------------------------|------------|-------------------------|--------------|-------------|
| 149               | 149           | FL2CLA      | 463000012032                   | JGS        | HARBOR RD WRF EXPANSION | 07/13/21     | 104833      |
| ORDERED           | SHIPPED       | ITEM NUMBER | DESCRIPTION                    | UNIT PRICE | UM                      | AMOUNT       |             |
| 40                | 40            | AFT250PP414 | 14 CL250 P-401 DI FASTITE PIPE | 70.350     | FT                      | 2814.00      |             |
| 120               | 120           | AFT350PP410 | 10 CL350 P-401 DI FASTITE PIPE | 54.970     | FT                      | 6596.40      |             |
| 4                 | 4             | AFGRGSKT10  | 10 FAST GRIP GSKT ACIPCO       | 125.000    | EA                      | 500.00       |             |
| 160               | 160           | AFT250PP418 | 18 CL250 P-401 DI FASTITE PIPE | 97.000     | FT                      | 15520.00     |             |
| 5                 | 5             | AFGRGSKT18  | 18 FAST GRIP GSKT ACIPCO       | 435.000    | EA                      | 2175.00      |             |
| INVOICE SUB-TOTAL |               |             |                                |            |                         | 27605.40     |             |
| TAX               |               |             |                                |            |                         | Clay         | 1731.32     |

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

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TERMS: NET 10TH PROX ORIGINAL INVOICE TOTAL DUE \$29,336.72

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





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

Please contact with Questions: 407-816-6550

| INVOICE NUMBER | TOTAL DUE   | CUSTOMER | PAGE   |
|----------------|-------------|----------|--------|
| 1857392        | \$30,104.00 | 59035    | 1 of 2 |

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

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

## SHIP TO:

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

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

| SHIP<br>WHSE. | SELL<br>WHSE. | TAX CODE           | CUSTOMER ORDER NUMBER  | SALESMAN   | JOB NAME   | INVOICE DATE | BATCH<br>ID |
|---------------|---------------|--------------------|--|------------|------------|--------------|-------------|
| 149           | 149           | FLOCAP             | 463000012032   | JGS        | GA VLV PKG | 07/15/21     | 104852      |
| ORDERED       | SHIPPED       | ITEM NUMBER        | DESCRIPTION  | UNIT PRICE | UM         | AMOUNT       |             |
| 3             | 0             | SP-G10FLGSWNGCHKVL | 10" SWING CHECK VALVE<br>Sequence #: 450<br>Cust Desc : 10" DOM<br>125/150LB FLG IRONBODY<br>AWWA SWING CHECK VALVE W/<br>OL & W-NO LIMIT SWITCH   |            | EA         | 0.00         |             |
| 2             | 2             | SP-G12FLGPLUGVLV   | 12" FLG PLUG VALVE<br>Sequence #: 578<br>Cust Desc : 12" DOM 125LB<br>FLG IRON BODY PLUG VALVES<br>STD PORT GEAR OPERATOR W/<br>2" OP NUT          | 4000.000   | EA         | 8000.00      |             |
| 2             | 0             | SP-G14FLGSWNGCHKVL | 14" SWING CHECK VALVE<br>Sequence #: 550<br>Cust Desc : 14" DOM<br>125/150LB FLG IRONBODY<br>AWWA SWING CHECK VALVE W/<br>OL & W-NO LIMIT SWITCH   |            | EA         | 0.00         |             |
| 1             | 0             | SP-G16FLGBFV       | 16" FLG BFV<br>Sequence #: 532<br>Cust Desc : 16" DOM 150B -<br>125LB FLG AWWA C504<br>IRONBODY BUTTERFLY VALVE<br>W/ GEAR OPERATOR & 2" OP<br>NUT |            | EA         | 0.00         |             |
| 1             | 0             | SP-G16FLGBFV       | 16" FLG BFV<br>Sequence #: 533<br>Cust Desc : 16" DOM 150B -<br>125LB FLG AWWA C504<br>IRONBODY BUTTERFLY VALVE<br>W/ EMO/ MODULATING              |            | EA         | 0.00         |             |
| 1             | 1             | SP-G20FLGBFV       | 20" FLG BFV<br>Sequence #: 548<br>Cust Desc : 20" DOM 150B -<br>125LB FLG AWWA C504<br>IRONBODY BUTTERFLY VALVE<br>W/ GEAR OPERATOR & 2" OP<br>NUT | 6400.000   | EA         | 6400.00      |             |
| 1             | 0             | SP-G20FLGBFVEMO    | 20" FLG BFV W/EMO<br>Sequence #: 549<br>Cust Desc : 20" DOM 150B -<br>125LB FLG AWWA C504<br>IRONBODY BUTTERFLY VALVE<br>W/ EMO/ MODULATING        |            | EA         | 0.00         |             |
| 1             | 1             | SP-G20FLGSWNGCHKVL | 20" FLG SWING CHECK VALVE  | 14000.000  | EA         | 14000.00     |             |

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

CONTINUED

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





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

| INVOICE NUMBER | TOTAL DUE   | CUSTOMER | PAGE   |
|----------------|-------------|----------|--------|
| 1857392        | \$30,104.00 | 59035    | 2 of 2 |

| ORDERED           | SHIPPED | ITEM NUMBER       | DESCRIPTION   | UNIT PRICE | UM | AMOUNT                       |
|-------------------|---------|-------------------|---|------------|----|------------------------------|
| 1                 | 0       | SP-G3FLGPLUGVLV   | Sequence #: 571<br>Cust Desc : 20" DOM<br>125/150LB FLG IRONBODY<br>AWWA SWING CHECK VALVE W/<br>OL & W-NO LIMIT SWITCH<br>3" FLG PLUG VALVE              |            | EA | 0.00                         |
| 4                 | 0       | SP-G4FLGPLUGVLV   | Sequence #: 433<br>Cust Desc : 3" DOM 125LB<br>FLG IRON BODY PLUG VALVE<br>STD PORT/ LEVER OPERATOR<br>(NO GEAR)<br>4" FLANGE PLUG VALVE                  |            | EA | 0.00                         |
| 12                | 0       | SP-G4FLGPRVFLRTYP | Sequence #: 592<br>Cust Desc : 4" DOM 125LB<br>FLG IRON BODY PLUG VALVES<br>STD PORT GEAR OPERATOR W/<br>2" OP NUT<br>4" CI TANK PRV VALVE FLOOR TYPE FLG |            | EA | 0.00                         |
| 2                 | 0       | SP-G6FLGSWNGCHKVL | Sequence #: 423<br>Cust Desc : 4" CI TANK PRV<br>VALVE FLOOR TYPE FLANGED<br>6" FLG SWING CHECK VALVE   |            | EA | 0.00                         |
|                   |         |                   | Sequence #: 629<br>Cust Desc : 6" DOM<br>125/150LB FLG IRONBODY<br>AWWA SWING CHECK VALVE W/<br>OL & W-NO LIMIT SWITCH                                    |            |    |                              |
| INVOICE SUB-TOTAL |         |                   |   |            |    | 28400.00                     |
| TAX               |         |                   |   |            |    | Florida 5000 Cap Met 1704.00 |

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

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|        |               |                  |           |             |
|--------|---------------|------------------|-----------|-------------|
| TERMS: | NET 10TH PROX | ORIGINAL INVOICE | TOTAL DUE | \$30,104.00 |
|--------|---------------|------------------|-----------|-------------|

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





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

Please contact with Questions: 407-816-6550

| INVOICE NUMBER | TOTAL DUE  | CUSTOMER | PAGE   |
|----------------|------------|----------|--------|
| 1845135        | \$3,703.38 | 59035    | 1 of 1 |

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

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

SHIP TO:

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

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

| SHIP WHSE.   | SELL WHSE. | TAX CODE    | CUSTOMER ORDER NUMBER                     | SALESMAN   | JOB NAME                | INVOICE DATE | BATCH        |
|--|------------|-------------|---|------------|-------------------------|--------------|--------------|
| 149  | 149        | FL2CLA      | PO# 463000012009<br>RELEASED PER ALAN     | JGS        | HARBOR RD WRF EXPANSION | 04/29/21     | IO<br>104224 |
| ORDERED  | SHIPPED    | ITEM NUMBER | DESCRIPTION                               | UNIT PRICE | UM                      | AMOUNT       |              |
| 40   |            | A0885002018 | UNDERDRAIN                                | 2.700      | FT                      | 108.00       |              |
| 1100   | 1100       | A0811002018 | 8X20 N12 COR WWHITE HDPE PIPE BE Line 335 | 2.750      | FT                      | 3025.00      |              |
| 32   | 32         | A0887AA     | 8X20 N12 PERF HDPE PIPE Line 335          | 9.000      | EA                      | 288.00       |              |
| 18   | 0          | A0831AN     | 6 N12 HDPE COR SNAP END CAP Line 333      |            | EA                      | 0.00         |              |
| 84   | 0          | A0813AA     | 6X8 N12 COR FAB CRS TEE                   |            | EA                      | 0.00         |              |
| 2  | 2          | F105168     | 6 DUAL WALL N12 HDPE BOE SNAP COUP        | 12.000     | EA                      | 24.00        |              |
|  |            |             | 6 AC DI X 6 CI PVC COUP Line 335          |            |                         |              |              |
|  |            |             | INVOICE SUB-TOTAL                         |            |                         | 3445.00      |              |
|  |            |             | TAX                                       | Clay       |                         | 258.38       | 433          |
| LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. |            |             |   |            |                         |              |              |
| <div> <div>Looking for a more convenient way to pay your bill?</div> <div>Log in to <b>Ferguson.com</b> and request access to Online Bill Pay.</div> <div> </div> </div>   |            |             |   |            |                         |              |              |

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$3,703.38

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



101256

**INVOICE**

INVOICE NUMBER: 21-26  
 DATE: April 30, 2021

**TSC-JACOBS NORTH**

24156 SR 54, SUITE 3  
 LUTZ FLORIDA 33559

TEL: 813 242 2660 FAX: 813 242 2597

To:  
 WMS Industrial SVC, LLC  
 100 Crescent Centre Parkway  
 Suite 1240  
 Tucker, GA 30084  
 Attn: Alan Williams

**SUBJECT:**  
 CGCS/DEP SRF Harbor Road WR PH2

| SALES PERSON     |  | Purchase Order Number | TERMS                             |
|------------------|--|-----------------------|-----------------------------------|
| Joe Sacco        |  | 463000012003          | Remit payment to<br>above address |
| QTY.             | DESCRIPTION                                | AMOUNT                |                                   |
| 1                | 4-Floating Aerators from Aerator Solutions |                       |                                   |
| 1                | Freight                                    |                       |                                   |
| SUB TOTAL        |  | \$115,385.00          |                                   |
| FSST             |  | \$6,923.10            |                                   |
| SURTAX           |  | \$75.00               |                                   |
| TOTAL AMOUNT DUE |  | \$122,383.10          |                                   |





# FERGUSON<sup>®</sup>

## WATERWORKS

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

Please contact with Questions: 407-816-8550

| INVOICE NUMBER | TOTAL DUE   | CUSTOMER | PAGE   |
|----------------|-------------|----------|--------|
| 1843856        | \$34,008.78 | 59035    | 1 of 1 |

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

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

SHIP TO:

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

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

| SHIP<br>WHSE.   | SELL<br>WHSE. | TAX CODE      | CUSTOMER ORDER NUMBER               | SALESMAN   | JOB NAME                | INVOICE DATE | BATCH        |
|---|---------------|---------------|-------------------------------------|------------|-------------------------|--------------|--------------|
| 149   | 149           | FL2CLA        | 483000012009                        | JGS        | HARBOR RD WRF EXPANSION | 05/08/21     | ID<br>104287 |
| ORDERED   | SHIPPED       | ITEM NUMBER   | DESCRIPTION                         | UNIT PRICE | QTY                     | AMOUNT       |              |
| 994   | 0             | SDR26HWSPX14  | GRAVITY PIPE                        |            | FT                      | 0.00         |              |
| 196   | 0             | SDR26HWSPU14  | 6X14 SDR26 HW PVC GJ SWR PIPE       |            | FT                      | 0.00         |              |
| 64  | 0             | SDR26HWSP14   | 6X14 SDR26 HW PVC GJ SWR PIPE       |            | FT                      | 0.00         |              |
|   |               |               | FORCE MAIN                          |            |                         |              |              |
| 440   | 0             | DR18GP12      | 12 C900 DR18 PVC GJ GREE PIPE       |            | FT                      | 0.00         |              |
| 40  | 0             | DR25GP16      | 16 C900 DR25 CL165 PVC GJ GREE PIP  |            | FT                      | 0.00         |              |
| 40  | 0             | DR25GP20      | 20 C900 DR25 CL165 PVC GJ GREE PIP  |            | FT                      | 0.00         |              |
| 200   | 0             | DR18GPX       | 8 C900 DR18 PVC GJ GREE PIPE        |            | FT                      | 0.00         |              |
| 460   | 0             | DR18GPU       | 8 C900 DR18 PVC GJ GREE PIPE        |            | FT                      | 0.00         |              |
|   |               |               | RIVER OUTFALL                       |            |                         |              |              |
| 80  | 0             | DR25GP20      | 20 C900 DR25 CL165 PVC GJ GREE PIP  |            | FT                      | 0.00         |              |
| 1000  | 700           | DR25GP16      | 16 C900 DR25 CL165 PVC GJ GREE PIP  | 35.150     | FT                      | 24805.00     | 36           |
| 14  | 0             | SDR26HWSP1614 | 16X14 SDR26 HW PVC GJ SWR PIPE      |            | FT                      | 0.00         |              |
|   |               |               | REUSE LINE                          |            |                         |              |              |
| 780   | 0             | DR18PPP       | 4 C900 DR18 PVC GJ PURP PIPE        |            | FT                      | 0.00         |              |
|   |               |               | WATER                               |            |                         |              |              |
| 20  | 0             | DR18BPU       | 8 C900 DR18 PVC GJ BLUE PIPE        |            | FT                      | 0.00         |              |
| 440   | 0             | DR18BPP       | 4 C900 DR18 PVC GJ BLUE PIPE        |            | FT                      | 0.00         |              |
|   |               |               | DRAINAGE                            |            |                         |              |              |
| 42  | 0             | SDR26HWSP1214 | 12X14 SDR26 HW PVC GJ SWR PIPE      |            | FT                      | 0.00         |              |
| 28  | 0             | SDR26HWSPX14  | 8X14 SDR26 HW PVC GJ SWR PIPE       |            | FT                      | 0.00         |              |
| 100   | 0             | DR18GPU       | 8 C900 DR18 PVC GJ GREE PIPE        |            | FT                      | 0.00         |              |
|   |               |               | INFLUENT STRUCTURE                  |            |                         |              |              |
| 20  | 0             | DR18GPP       | 4 C900 DR18 PVC GJ GREE PIPE        |            | FT                      | 0.00         |              |
| 20  | 0             | DR25GP16      | 16 C900 DR25 CL165 PVC GJ GREE PIP  |            | FT                      | 0.00         |              |
| 140   | 0             | DR25GP14      | 14 C900 DR25 CL165 PVC GJ GREE PIP  |            | FT                      | 0.00         |              |
| 200   | 0             | DR18GP10      | 10 C900 DR18 PVC GJ GREE PIPE       |            | FT                      | 0.00         |              |
| 160   | 180           | DR25GP18      | 18 C900 DR25 CL165 PVC GJ GREE PIPE | 46.300     | FT                      | 7408.00      | 36           |
| 160   | 0             | DR25GP14      | 14 C900 DR25 CL165 PVC GJ GREE PIP  |            | FT                      | 0.00         |              |
| INVOICE SUB-TOTAL   |               |               |                                     |            |                         | 32013.00     |              |
| TAX   |               |               |                                     |            |                         | 1995.78      | 4            |
| LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD-FREE" IN ACCORDANCE WITH<br>US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION.<br>PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN<br>NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. |               |               |                                     |            |                         |              |              |
| MAY 17 REC'D  |               |               |                                     |            |                         |              |              |
| TERMS: NET 10TH PROX  |               |               |                                     |            |                         |              |              |
| ORIGINAL INVOICE  |               |               |                                     |            |                         |              |              |
| TOTAL DUE   |               |               |                                     |            |                         | \$34,008.78  |              |

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# WATERWORKS

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

Please contact with Questions: 407-816-6550

| INVOICE NUMBER | TOTAL DUE   | CUSTOMER | PAGE   |
|----------------|-------------|----------|--------|
| 1843656-1      | \$12,674.04 | 59035    | 1 of 1 |

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

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

## SHIP TO:

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

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

| SHIP<br>WHSE.  | SELL<br>WHSE. | TAX CODE      | CUSTOMER ORDER NUMBER              | SALESMAN   | JOB NAME                | INVOICE DATE         | BATCH<br>ID |
|--|---------------|---------------|------------------------------------|------------|-------------------------|----------------------|-------------|
| 149  | 149           | FLOCAP        | 463000012009                       | JGS        | HARBOR RD WRF EXPANSION | 05/18/21             | 104390D     |
| ORDERED  | SHIPPED       | ITEM NUMBER   | DESCRIPTION                        | UNIT PRICE | UM                      | AMOUNT               |             |
| 994  | 0             | SDR26HWSPX14  | GRAVITY PIPE                       |            | FT                      | 0.00                 |             |
| 196  | 196           | SDR26HWSPU14  | 8X14 SDR26 HW PVC GJ SWR PIPE      | 4.140      | FT                      | 811.44               |             |
| 84   | 0             | SDR26HWSP14   | 6X14 SDR26 HW PVC GJ SWR PIPE      |            | FT                      | 0.00                 |             |
|  |               |               | 4X14 SDR26 HW PVC GJ SWR PIPE      |            |                         |                      |             |
|  |               |               | FORCE MAIN                         |            |                         |                      |             |
| 440  | 440           | DR18GP12      | 12 C900 DR18 PVC GJ GREE PIPE      | 25.330     | FT                      | 11145.20             |             |
| 40   | 0             | DR26GP16      | 16 C900 DR25 CL165 PVC GJ GREE PIP |            | FT                      | 0.00                 |             |
| 40   | 0             | DR25GP20      | 20 C900 DR25 CL165 PVC GJ GREE PIP |            | FT                      | 0.00                 |             |
| 200  | 0             | DR18GPX       | 8 C900 DR18 PVC GJ GREE PIPE       |            | FT                      | 0.00                 |             |
| 460  | 0             | DR18GPU       | 5 C900 DR18 PVC GJ GREE PIPE       |            | FT                      | 0.00                 |             |
|  |               |               | RIVER OUTFALL                      |            |                         |                      |             |
| 80   | 0             | DR25GP20      | 20 C900 DR25 CL165 PVC GJ GREE PIP |            | FT                      | 0.00                 |             |
| 300  | 0             | DR25GP16      | 16 C900 DR25 CL165 PVC GJ GREE PIP |            | FT                      | 0.00                 |             |
| 14   | 0             | SDR26HWSP1514 | 15X14 SDR26 HW PVC GJ SWR PIPE     |            | FT                      | 0.00                 |             |
|  |               |               | REUSE LINE                         |            |                         |                      |             |
| 780  | 0             | DR18PPP       | 4 C900 DR18 PVC GJ PURP PIPE       |            | FT                      | 0.00                 |             |
|  |               |               | WATER                              |            |                         |                      |             |
| 20   | 0             | DR18BPU       | 6 C900 DR18 PVC GJ BLUE PIPE       |            | FT                      | 0.00                 |             |
| 440  | 0             | DR18BPP       | 4 C900 DR18 PVC GJ BLUE PIPE       |            | FT                      | 0.00                 |             |
|  |               |               | DRAINAGE                           |            |                         |                      |             |
| 42   | 0             | SDR26HWSP1214 | 12X14 SDR26 HW PVC GJ SWR PIPE     |            | FT                      | 0.00                 |             |
| 28   | 0             | SDR26HWSPX14  | 8X14 SDR26 HW PVC GJ SWR PIPE      |            | FT                      | 0.00                 |             |
| 100  | 0             | DR18GPU       | 6 C900 DR18 PVC GJ GREE PIPE       |            | FT                      | 0.00                 |             |
|  |               |               | INFLUENT STRUCTURE                 |            |                         |                      |             |
| 20   | 0             | DR18GPP       | 4 C900 DR18 PVC GJ GREE PIPE       |            | FT                      | 0.00                 |             |
| 20   | 0             | DR25GP16      | 16 C900 DR25 CL165 PVC GJ GREE PIP |            | FT                      | 0.00                 |             |
| 140  | 0             | DR25GP14      | 14 C900 DR25 CL165 PVC GJ GREE PIP |            | FT                      | 0.00                 |             |
| 200  | 0             | DR18GP10      | 10 C900 DR18 PVC GJ GREE PIPE      |            | FT                      | 0.00                 |             |
| 160  | 0             | DR25GP14      | 14 C900 DR25 CL165 PVC GJ GREE PIP |            | FT                      | 0.00                 |             |
| INVOICE SUB-TOTAL  |               |               |                                    |            |                         | 11956.84             |             |
| TAX  |               |               |                                    |            |                         | Florida 5000 Cap Met | 717.40      |
| LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH<br>US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION<br>PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN<br>NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. |               |               |                                    |            |                         |                      |             |

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$12,674.04

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



# Invoice 16

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

DATE: 5/24/2021

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

Subcontract# 46300001SC07

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

Thank you for your business!



# FERGUSON®

## WATERWORKS

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

Please contact with Questions: 407-816-6550

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


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

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

**SHIP TO:**

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

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

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

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$3,095.20

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





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

Please contact with Questions: 407-816-6550

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

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

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

**SHIP TO:**

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

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

| SHIP<br>WHSE.  | SELL<br>WHSE. | TAX CODE    | CUSTOMER ORDER NUMBER      | SALESMAN   | JOB NAME                | INVOICE DATE         | BATCH<br>ID |
|--|---------------|-------------|----------------------------|------------|-------------------------|----------------------|-------------|
| 149  | 149           | FLOCAP      | 463000012009               | JGS        | HARBOR RD WRF EXPANSION | 06/11/21             | 104587D     |
| ORDERED  | SHIPPED       | ITEM NUMBER | DESCRIPTION                | UNIT PRICE | UM                      | AMOUNT               |             |
|  |               |             | Source Order#: 1845244     |            |                         |                      |             |
|  |               |             | RIVER OUTFALL              |            |                         |                      |             |
| 1  | 1             | DMJ9LA24    | DOM 24 MJ C153 90 BEND L/A | 2613.000   | EA                      | 2613.00              |             |
| 1  | 0             | DMJT LA20   | DOM 20 MJ C153 TEE L/A     |            | EA                      | 0.00                 |             |
| 2  | 2             | DMJ9LA16    | DOM 16 MJ C153 90 BEND L/A | 949.000    | EA                      | 1898.00              |             |
| INVOICE SUB-TOTAL  |               |             |                            |            |                         |                      | 4611.00     |
| TAX  |               |             |                            |            |                         | Florida 5000 Cap Mel | 270.66      |
| <p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH<br/>US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION<br/>PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN<br/>NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p> |               |             |                            |            |                         |                      |             |
| <p>Looking for a more convenient way to pay your bill?</p> <p>Log in to <b>Ferguson.com</b> and request access to Online Bill Pay.</p>   |               |             |                            |            |                         |                      |             |



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

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





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

Please contact with Questions: 407-816-6550

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


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

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

**SHIP TO:**

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

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

| SHIP WHSE.  | SELL WHSE. | TAX CODE        | CUSTOMER ORDER NUMBER             | SALESMAN   | JOB NAME                | INVOICE DATE | BATCH ID |
|---|------------|-----------------|-----------------------------------|------------|-------------------------|--------------|----------|
| 149   | 149        | FL2CLA          | 463000012032                      | JGS        | HARBOR RD WRF EXPANSION | 06/12/21     | 104594D  |
| ORDERED   | SHIPPED    | ITEM NUMBER     | DESCRIPTION                       | UNIT PRICE | UM                      | AMOUNT       |          |
| 1   | 1          | AFC2612DLAFTM   | 12 DI MJ RW OL SS TAPN VLV L/A    | 2221.000   | EA                      | 2221.00      |          |
| 6   | 6          | AFC2606DLAFMM   | 6 DI MJ RW OL SS STEM VLV L/A     | 494.000    | EA                      | 2964.00      |          |
| 1   | 1          | AFC2604DLAFTM   | 4 DI MJ RW OL SS TAPN VLV L/A     | 465.000    | EA                      | 465.00       |          |
| 1   | 1          | AFCB84BOL       | 5-1/4 VO B84B HYD 3/8 OL GCSPRNGS | 1600.000   | EA                      | 1600.00      |          |
| 1   | 1          | AFC2516MMLAOLBG | 16 DI MJ RW OL GATE VLV L/A W/ BG | 5200.000   | EA                      | 5200.00      |          |
| 2   | 2          | AFC2524MMLAOLBG | 24 DI MJ RW OL GATE VLV L/A W/ BG | 14100.000  | EA                      | 28200.00     |          |
| 3   | 3          | AFC2518MMLAOLBG | 18 DI MJ RW OL GATE VLV L/A W/ BG | 10375.000  | EA                      | 31125.00     |          |
| INVOICE SUB-TOTAL   |            |                 |                                   |            |                         |              | 71775.00 |
| TAX   |            |                 |                                   |            |                         | Clay         | 4381.51  |
| <p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH 'NP' IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p> |            |                 |                                   |            |                         |              |          |
| <p>Looking for a more convenient way to pay your bill?</p> <p>Log in to <b>Ferguson.com</b> and request access to Online Bill Pay.</p>   |            |                 |                                   |            |                         |              |          |

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

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

Please contact with Questions: 407-816-6550

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


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

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

**SHIP TO:**

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

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

| SHIP WHSE.  | SELL WHSE. | TAX CODE      | CUSTOMER ORDER NUMBER          | SALESMAN   | JOB NAME                | INVOICE DATE         | BATCH         |
|---|------------|---------------|--------------------------------|------------|-------------------------|----------------------|---------------|
| 149   | 149        | FLOCAP        | 463000012032                   | JGS        | HARBOR RD WRF EXPANSION | 06/17/21             | IO<br>104840D |
| ORDERED   | SHIPPED    | ITEM NUMBER   | DESCRIPTION                    | UNIT PRICE | UM                      | AMOUNT               |               |
| 200   | 200        | DR18GP10      | 10 C900 DR18 PVC GJ GREE PIPE  | 20.270     | FT                      | 4054.00              |               |
| 200   | 200        | DR18GPX       | 8 C900 DR18 PVC GJ GREE PIPE   | 13.510     | FT                      | 2702.00              |               |
| 560   | 800        | DR18GPU       | 6 C900 DR18 PVC GJ GREE PIPE   | 7.860      | FT                      | 6280.00              |               |
| 20  | 20         | DR18GPP       | 4 C900 DR18 PVC GJ GREE PIPE   | 3.880      | FT                      | 77.60                |               |
| 20  | 20         | DR18BPU       | 6 C900 DR18 PVC GJ BLUE PIPE   | 7.850      | FT                      | 157.00               |               |
| 440   | 0          | DR18BPP       | 4 C900 DR18 PVC GJ BLUE PIPE   |            | FT                      | 0.00                 |               |
| 780   | 780        | DR18PPP       | 4 C900 DR18 PVC GJ PURP PIPE   | 3.880      | FT                      | 3026.40              |               |
| 42  | 42         | SDR26HWSP1214 | 12X14 SDR26 HW PVC GJ SWR PIPE | 18.910     | FT                      | 794.22               |               |
| 1022  | 1022       | SDR26HWSPX14  | 8X14 SDR26 HW PVC GJ SWR PIPE  | 8.480      | FT                      | 8646.12              |               |
| 84  | 84         | SDR26HWSPP14  | 4X14 SDR26 HW PVC GJ SWR PIPE  | 2.110      | FT                      | 177.24               |               |
| INVOICE SUB-TOTAL   |            |               |                                |            |                         | 25914.68             |               |
| TAX   |            |               |                                |            |                         | Florida 5000 Cap Met | 1564.87       |
| <p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p> |            |               |                                |            |                         |                      |               |
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|        |               |                  |           |             |
|--------|---------------|------------------|-----------|-------------|
| TERMS: | NET 10TH PROX | ORIGINAL INVOICE | TOTAL DUE | \$27,469.45 |
|--------|---------------|------------------|-----------|-------------|

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

Please contact with Questions: 407-816-6550

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

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

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

## SHIP TO:

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

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

| SHIP WHSE. | SELL WHSE. | TAX CODE      | CUSTOMER ORDER NUMBER             | SALESMAN   | JOB NAME                | INVOICE DATE | BATCH ID |
|------------|------------|---------------|-----------------------------------|------------|-------------------------|--------------|----------|
| 149        | 149        | FL2CLA        | 463000012032                      | JGS        | HARBOR RD WRF EXPANSION | 06/18/21     | 104650D  |
| ORDERED    | SHIPPED    | ITEM NUMBER   | DESCRIPTION                       | UNIT PRICE | UM                      | AMOUNT       |          |
|            |            |               | ALL DOMESTIC PERMOX LINED         |            |                         |              |          |
| 1          | 0          | DMJ4P4LA20    | DOM 20 MJ C153 P-401 45 BEND L/A  |            | EA                      | 0.00         |          |
| 1          | 0          | DMJ9P4LA20    | DOM 20 MJ C153 P-401 90 BEND L/A  |            | EA                      | 0.00         |          |
| 1          | 0          | DMJTP4LA2012  | DOM 20X12 MJ C153 P-401 TEE L/A   |            | EA                      | 0.00         |          |
| 1          | 0          | DMJRP4LA2016  | DOM 20X16 MJ C153 P-401 RED L/A   |            | EA                      | 0.00         |          |
| 1          | 1          | DMJ4P4LA16    | DOM 16 MJ C153 P-401 45 BEND L/A  | 1159.000   | EA                      | 1159.00      |          |
| 1          | 1          | DMJLSP4LA16   | DOM 16 MJ C153 P-401 LONG SLV L/A | 1159.000   | EA                      | 1159.00      |          |
| 1          | 1          | DMJ4P4LA12    | DOM 12 MJ C153 P-401 45 BEND L/A  | 600.000    | EA                      | 600.00       |          |
| 1          | 0          | DMJ9P4LA12    | DOM 12 MJ C153 P-401 90 BEND L/A  |            | EA                      | 0.00         |          |
| 1          | 1          | DMJTP4LAXU    | DOM 8X8 MJ C153 P-401 TEE L/A     | 400.000    | EA                      | 400.00       |          |
| 1          | 1          | DMJRP4LAXU    | DOM 8X8 MJ C153 P-401 RED L/A     | 260.000    | EA                      | 260.00       |          |
| 1          | 1          | DMJ9P4LAX     | DOM 8 MJ C153 P-401 90 BEND L/A   | 332.000    | EA                      | 332.00       |          |
| 2          | 1          | DMJ9P4LAU     | DOM 6 MJ C153 P-401 90 BEND L/A   | 234.000    | EA                      | 234.00       |          |
| 1          | 0          | DMJCRP4LAU    | DOM 6 MJ C153 P-401 CRS L/A       |            | EA                      | 0.00         |          |
| 9          | 9          | DMJ4P4LAU     | DOM 6 MJ C153 P-401 45 BEND L/A   | 210.000    | EA                      | 1890.00      |          |
| 1          | 1          | DMJSCAPP4LAU  | DOM 6 MJ C153 P-401 SLD CAP L/A   | 151.000    | EA                      | 151.00       |          |
| 1          | 1          | SP-DMJCRP4LAM | 3" DOM P-401 CROSS MJ C153        | 450.000    | EA                      | 450.00       |          |
| 1          | 1          | DMJTP4LAM     | DOM 3 MJ C153 P-401 TEE L/A       | 201.000    | EA                      | 201.00       |          |
| 3          | 3          | DMJ9P4LAM     | DOM 3 MJ C153 P-401 90 BEND L/A   | 152.000    | EA                      | 456.00       |          |
| 1          | 1          | DMJRP4LAPM    | DOM 4X3 MJ C153 P-401 RED L/A     | 215.000    | EA                      | 215.00       |          |
| 1          | 1          | DMJYP4LAPM    | DOM 4X3 MJ C153 P-401 WYE L/A     | 134.000    | EA                      | 134.00       |          |
| 1          | 1          | DMJ4P4LAM     | DOM 3 MJ C153 P-401 45 BEND L/A   | 71.000     | EA                      | 71.00        |          |
| 2          | 2          | DMJTP4LAPM    | DOM 4X3 MJ C153 P-401 TEE L/A     | 201.000    | EA                      | 402.00       |          |
| 1          | 0          | DFCROSS24     | DOM 24 DI 125# C110 FLG CRS       |            | EA                      | 0.00         |          |
|            |            |               | 1" TAP                            |            |                         |              |          |
| 1          | 0          | DMJTP4LA24    | DOM 24 MJ C153 P-401 TEE L/A      |            | EA                      | 0.00         |          |
| 1          | 0          | DDMT2414CTF   | 24X14 MJ C153 PERMOX TEE L/A *X   |            | EA                      | 0.00         |          |
| 1          | 0          | DMJELRLA2414  | DOM 24X14 MJ C153 RED EPOX        |            | EA                      | 0.00         |          |
| 1          | 0          | DMJRP4LA2416  | DOM 24X16 MJ C153 P-401 RED L/A   |            | EA                      | 0.00         |          |
| 1          | 1          | DMJSCAPP4LA24 | DOM 24 MJ C153 P-401 SLD CAP L/A  | 1447.000   | EA                      | 1447.00      |          |
| 1          | 0          | DMJCRP4LA16   | DOM 16 MJ C153 P-401 CRS L/A      |            | EA                      | 0.00         |          |
| 2          | 2          | DMJTP4LA1612  | DOM 16X12 MJ C153 P-401 TEE L/A   | 1662.000   | EA                      | 3324.00      |          |
| 1          | 0          | DMJRP4LA1614  | DOM 16X14 MJ C153 P-401 RED L/A   |            | EA                      | 0.00         |          |
| 4          | 0          | DMJ9P4LA14    | DOM 14 MJ C153 P-401 90 BEND L/A  |            | EA                      | 0.00         |          |
| 1          | 1          | DMJ4P4LA14    | DOM 14 MJ C153 P-401 45 BEND L/A  | 1089.000   | EA                      | 1089.00      |          |
| 1          | 0          | DMJSPP416     | DOM 16 MJ C153 P-401 SLD PLUG     |            | EA                      | 0.00         |          |
| 2          | 0          | DMJELP9LA24   | DOM 24 MJXPE 90 C153 BEND EPOX    |            | EA                      | 0.00         |          |
| 3          | 0          | DMJ9P4LA10    | DOM 10 MJ C153 P-401 90 BEND L/A  |            | EA                      | 0.00         |          |
| 10         | 10         | DMJ4P4LA10    | DOM 10 MJ C153 P-401 45 BEND L/A  | 395.000    | EA                      | 3950.00      |          |
| 1          | 1          | DMJSCAPP4LA10 | DOM 10 MJ C153 P-401 SLD CAP L/A  | 331.000    | EA                      | 331.00       |          |
| 2          | 0          | DMJLSP4LA18   | DOM 18 MJ C153 P-401 LONG SLV L/A |            | EA                      | 0.00         |          |
| 10         | 0          | DMJ9P4LA18    | DOM 18 MJ C153 P-401 90 BEND L/A  |            | EA                      | 0.00         |          |
| 3          | 3          | DMJ4P4LA18    | DOM 18 MJ C153 P-401 45 BEND L/A  | 1480.000   | EA                      | 4440.00      |          |
| 2          | 2          | DMJTP4LA18    | DOM 18 MJ C153 P-401 TEE L/A      | 2942.000   | EA                      | 5884.00      |          |

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

CONTINUED


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





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

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

| ORDERED  | SHIPPED | ITEM NUMBER   | DESCRIPTION                      | UNIT PRICE | UM | AMOUNT   |
|--|---------|---------------|----------------------------------|------------|----|----------|
| 3  | 3       | DMJSCAPP4LA18 | DOM 18 MJ C153 P-401 SLD CAP L/A | 901.000    | EA | 2703.00  |
| 4  | 0       | DMJ9P4LA14    | DOM 14 MJ C153 P-401 90 BEND L/A |            | EA | 0.00     |
| 1  | 1       | DMJTP4LA14    | DOM 14 MJ C153 P-401 TEE L/A     | 1514.000   | EA | 1514.00  |
| 1  | 1       | DMJ1P4LA14    | DOM 14 MJ C153 P-401 11-1/4 L/A  | 975.000    | EA | 975.00   |
| 2  | 2       | DMJSCAPP4LA14 | DOM 14 MJ C153 P-401 SLD CAP L/A | 560.000    | EA | 1120.00  |
| INVOICE SUB-TOTAL  |         |               |                                  |            |    | 34891.00 |
| TAX Clay   |         |               |                                  |            |    | 2188.47  |
| <p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p> |         |               |                                  |            |    |          |
| <p>Looking for a more convenient way to pay your bill?</p> <p>Log in to <b>Ferguson.com</b> and request access to Online Bill Pay.</p>    |         |               |                                  |            |    |          |

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

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





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

Please contact with Questions: 407-816-6550

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

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

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

SHIP TO:

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

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

| SHIP<br>WHSE.  | SELL<br>WHSE. | TAX CODE    | CUSTOMER ORDER NUMBER              | SALESMAN   | JOB NAME                | INVOICE DATE | BATCH        |
|--|---------------|-------------|------------------------------------|------------|-------------------------|--------------|--------------|
| 149  | 149           | FL2CLA      | 463000012009                       | JGS        | HARBOR RD WRF EXPANSION | 06/23/21     | IO<br>104693 |
| ORDERED  | SHIPPED       | ITEM NUMBER | DESCRIPTION                        | UNIT PRICE | UM                      | AMOUNT       |              |
| 16   | 16            | A0631AN     | UNDERDRAIN                         | 80.000     | EA                      | 1280.00      |              |
| 64   | 64            | A0613AA     | 6X6 N12 COR FAB CRS TEE            | 6.400      | EA                      | 409.60       |              |
|  |               |             | 6 DUAL WALL N12 HDPE BOE SNAP COUP |            |                         |              |              |
|  |               |             | INVOICE SUB-TOTAL                  |            |                         | 1689.60      |              |
|  |               |             | TAX                                | Clay       |                         | 126.72       |              |
| .....  |               |             |                                    |            |                         |              |              |
| LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH<br>US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION<br>PRODUCTS WITH 'NP' IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN<br>NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. |               |             |                                    |            |                         |              |              |
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| TERMS: | NET 10TH PROX | ORIGINAL INVOICE | TOTAL DUE | \$1,816.32 |
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to A





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

Please contact with Questions: 407-816-6550

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

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

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

**SHIP TO:**

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

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

| SHIP<br>WHSE.  | SELL<br>WHSE. | TAX CODE           | CUSTOMER ORDER NUMBER               | SALESMAN   | JOB NAME                | INVOICE DATE         | BATCH<br>ID |
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| 149  | 149           | FLOCAP             | 463000012009                        | JGS        | HARBOR RD WRF EXPANSION | 05/26/21             | 104453D     |
| ORDERED  | SHIPPED       | ITEM NUMBER        | DESCRIPTION                         | UNIT PRICE | UM                      | AMOUNT               |             |
| 6  | 6             | FUFR1500CA12RBU    | 12 UFR1500-CA-U W/ BBN HDWR PVC     | 115.000    | EA                      | 690.00               |             |
| 45   | 45            | FUFR1500CA8RBU     | 6 UFR1500-CA-U W/ BBN HDWR PVC      | 47.000     | EA                      | 2115.00              |             |
| 5  | 5             | FUFR1390C12RBU     | 12IN UFR1390-C-U W/CTD HDWR         | 149.000    | EA                      | 745.00               |             |
| 3  | 3             | FUFR1390C8RBU      | 8 JT REST C900 PIPE                 | 84.000     | EA                      | 252.00               |             |
| 5  | 5             | FUFR1390C6RBU      | 6 JT REST C900 PIPE                 | 53.000     | EA                      | 265.00               |             |
| 12   | 12            | FUFR1500CA20RBU    | 20IN 1500 RST USA BBN ACC           | 330.000    | EA                      | 3960.00              |             |
| 35   | 35            | FUFR1500CA18RBU    | 18 UFR1500-CA-U W/ BBN HDWR PVC     | 225.000    | EA                      | 7875.00              |             |
| 5  | 5             | FUFR1500CA8RBU     | 8 UFR1500-CA-U W/ BBN HDWR PVC      | 84.000     | EA                      | 320.00               |             |
| 23   | 23            | FUFR1400DA24RBU    | 24IN 1400 RESTRAINT USA BBN         | 384.000    | EA                      | 8832.00              |             |
| 1  | 1             | FUFR1400DA20RBU    | 20IN 1400 RESTRAINT USA BBN         | 278.000    | EA                      | 278.00               |             |
| 3  | 3             | FUFR1400DA16RBU    | 16 UFR1400-DA-U W/ BBN HDWR DI      | 170.000    | EA                      | 510.00               |             |
| 18   | 18            | FUFR1390C16RBU     | 16IN SPLT BELL RST USA BBN          | 365.000    | EA                      | 6570.00              |             |
| 37   | 37            | FUFR1500CA4RBU     | 4 UFR1500-CA-U W/ BBN HDWR PVC      | 40.000     | EA                      | 1480.00              |             |
| 2  | 2             | FUFR1400DA4RBU     | 4 UFR1400-DA-U W/ BBN HDWR DI       | 33.000     | EA                      | 66.00                |             |
| 4  | 4             | FUFR1390C4RBU      | 4 UFR1390-C-U W/ BBN HDWR           | 51.000     | EA                      | 204.00               |             |
| 2  | 2             | FUFR1400DA8RBU     | 8 UFR1400-DA-U W/ BBN HDWR DI       | 55.000     | EA                      | 110.00               |             |
| 15   | 15            | FUFR1500SA3RBU     | 3IN 1500 USA TRANS BBN ACC          | 32.000     | EA                      | 480.00               |             |
| 8  | 8             | FUFR1500CA14RBU    | *0716 14 UFR1500-CA-U W/ BBN HDWR P | 180.000    | EA                      | 1440.00              |             |
| 3  | 3             | FUFR1400DA14RBU    | 14 UFR1400-DA-U W/ BBN HDWR DI      | 180.000    | EA                      | 540.00               |             |
| 10   | 0             | SP-FUFR1390C14RBU  | 14 UFR1390-C-14-RB-U100             |            | EA                      | 0.00                 |             |
| 20   | 20            | FUFR1400DA10RBU    | 10 UFR1400-DA-U W/ BBN HDWR DI      | 70.000     | EA                      | 1400.00              |             |
| 7  | 7             | FUFR1500CA10RBU    | 10 UFR1500-CA-U W/ BBN HDWR PVC     | 97.000     | EA                      | 679.00               |             |
| 2  | 2             | FUFR1400DA16U      | 16 UFR1400-DA-U RESTRAINER          | 180.000    | EA                      | 360.00               |             |
| 2  | 2             | FUFR1390C18RBU100  | 18IN SPLT BELL RST USA BBN          | 532.000    | EA                      | 1084.00              |             |
| 27   | 27            | FUFR1400DA18RBU    | 18IN 1400 RESTRAINT USA BBN         | 228.000    | EA                      | 6156.00              |             |
| 18   | 18            | SP-FUFR1500CA18RBU | 18 UFR1500-CA-18-RB-U BBN HDWR DI   | 259.000    | EA                      | 4662.00              |             |
| INVOICE SUB-TOTAL  |               |                    |                                     |            |                         | 61063.00             |             |
| TAX  |               |                    |                                     |            |                         | Florida 5000 Cap Met | 3063.18     |
| LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. |               |                    |                                     |            |                         |                      |             |

Looking for a more convenient way to pay your bill?

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



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|--------|---------------|------------------|-----------|-------------|
| TERMS: | NET 10TH PROX | ORIGINAL INVOICE | TOTAL DUE | \$54,116.18 |
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to A






# EJCDC-Williams Industrial Services, LLC Pay App #03-07.29.21

Final Audit Report

2021-07-29

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| Created:        | 2021-07-29                                   |
| By:             | Mikki Gathercole (msgathercole@wisgrp.com)   |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAApSnF5VXszaBGPC3eHRAp3yAJtcCsyurs |

## "EJCDC-Williams Industrial Services, LLC Pay App #03-07.29.21" History

-  Document created by Mikki Gathercole (msgathercole@wisgrp.com)  
2021-07-29 - 5:15:57 PM GMT- IP address: 50.225.223.58
-  Document emailed to Alan Williams (acwilliams@wisgrp.com) for signature  
2021-07-29 - 5:18:03 PM GMT
-  Email viewed by Alan Williams (acwilliams@wisgrp.com)  
2021-07-29 - 5:18:47 PM GMT- IP address: 50.225.223.58
-  Document e-signed by Alan Williams (acwilliams@wisgrp.com)  
Signature Date: 2021-07-29 - 5:20:02 PM GMT - Time Source: server- IP address: 50.225.223.58
-  Agreement completed.  
2021-07-29 - 5:20:02 PM GMT



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



Invoice 21364

Item #11.

**BILL TO**

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

DATE  
08/03/2021

PLEASE PAY  
\$9,750.00

DUE DATE  
08/23/2021

**M&A PROJECT NO.**  
8905-56-1

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

Engineering services concerning the DEP SRF Harbor Road WWTF Expansion, Phase 2, Construction Administration project including FDEP SRF and SJRWMD coordination, attendance at construction conferences, shop drawing review, City coordination, RFI responses, vendor coordination, Davis-Bacon interviews, AIS compliance reviews, and contactor correspondence during the period ending July 30, 2021.

LUMP SUM CONTRACT AMOUNT: \$696,500.00  
Item A. Administration Services, \$20,000  
Item B. Construction Bidding Services, \$8,500  
Item C. Construction Administration, \$287,500  
Item D. SRF Monitoring Requirements (Davis-Bacon & American Iron-Steel Monitoring),  
\$114,500  
Item E. Resident Project Representative Services, \$233,500  
Item F. Start-up Services & Operation/Maintenance Manual, \$32,500

AMOUNT PREVIOUSLY INVOICED: \$49,500.00

**Amount Earned This Period** 9,750.00

Thank you for your business.

**TOTAL DUE \$9,750.00**

THANK YOU.



## FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

## REIMBURSEMENT SUMMARY

| <b>Sponsor Name:</b>              |                | <b>City of Green Cove Springs, Florida</b> |                      |   | <b>Payment Request No.:</b> |              | <b>4</b>   |
|-----------------------------------|----------------|--|----------------------|---|-----------------------------|--------------|--|
| <b>DEP Agreement No.:</b>         |                | <b>WW100420/SG100421</b>                   |                      |   |                             |              |  |
| Vendor Name                       | Invoice Number | Invoice Date                               | Invoice Amount       | Local Share or Other Funding<br>or Amount Not Requested | Requested Amount            | Check Number | Category (ie. construction, technical<br>services) |
| Mittauer & Associates, Inc.       | 21364          | 8/3/2021                                   | \$ 9,750.00          | \$ -  | \$ 9,750.00                 |              | Technical Services                                 |
| Williams Industrial Services ,LLC | 3              | 7/29/2021                                  | \$ 331,951.95        | \$ -  | \$ 331,951.95               | 80929 &      | Construction                                       |
|                                   |                |  |                      | \$ -  | \$ -                        |              |  |
|                                   |                |  |                      | \$ -  | \$ -                        |              |  |
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|                                   |                |  |                      | \$ -  | \$ -                        |              |  |
|                                   |                |  |                      | \$ -  | \$ -                        |              |  |
| <b>Totals:</b>                    |                |  | <b>\$ 341,701.95</b> | <b>\$ -</b>   | <b>\$ 341,701.95</b>        |              |  |



**Summary of Work**  
**DEP SRF Harbor Road WWTF Expansion, Phase 2**  
**Bidding & Construction Phase**  
**DEP Agreement No. WW100420/SG100421**  
**City of Green Cove Springs, FL**  
**M&A Project Nos. 8905-56-1**  
**September 7, 2021**

Summary of work for Green Cove Springs Disbursement Request No. 4 to accompany the Contractor's Application for Payment No. 3 and Mittauer & Associates Invoice No. 21364, consist of:

Construction services included progress toward sitework; underground and aboveground piping; influent structure equipment and piping; oxidation ditch accessories and painting; clarifier equipment; filter weirs; effluent pumps; and electrical work. Overall, construction services are 8.51% complete.

Technical services during construction included FDEP SRF and SJRWMD coordination, attendance at construction conferences, shop drawing review, City coordination, RFI responses, vendor coordination, and contractor correspondence. Overall, technical services during construction are 9.47% complete.





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** Regular Session **MEETING DATE:** September 7, 2021

**FROM:** Derek Asdot, Erin West

**SUBJECT:** School Safety Interlocal Agreement among the School Board of Clay County, Florida; the City of Green Cove Springs, Florida; and the Green Cove Springs Police Department. The agreement pertains to the School Resource Officer and Emergency Communications Officer services. *Derek Asdot*

### BACKGROUND

The Green Cove Springs Police Department provides two (2) School Resource Officers, one to report to Charles E. Bennett Elementary and another Officer which reports to Green Cove Springs Junior High School. This MOU also contains the Emergency Communications Operator positions to provide the Clay County School Board Police Department with dispatch services.

### FISCAL IMPACT

The City of Green Cove Springs Police Department will be paid the sum \$348,087.99 to provide School Resource Officer (SRO) and Emergency Communications Operator (ECO) services to the Clay County School Board Police Department. The SRO total is \$146,050.66 and ECO is \$202,037.33.

### RECOMMENDATION

City Council approval of the School Safety Interlocal Agreement between the Clay County School Board and the City of Green Cove Springs.



## School Board of Clay County

### June 24, 2021 - Regular School Board Meeting

#### **Title**

C23 - 2021-2022 School Safety Interlocal Agreement among the School Board of Clay County, Florida, City of Green Cove Springs Florida and Green Cove Springs Police Department

#### **Description**

Proposed funding and contract options to meet the requirements for the Marjory Stoneman Douglas High School Public Safety Act, Ch. 2018-3. The agreement between the City of Green Cove Springs, the Green Cove Springs Police Department (GCSPD) School Resource Officer (SRO) program, and Clay County District Schools shall include one full time police officer at each of the two schools within the city boundaries and four communications officers, who shall be employees of the GCSPD meeting the criteria of GCSPD "Communications Officer 110-3".

#### **Gap Analysis**

The City of Green Cove Springs has contracted with the Clay County District Schools to provide a School Resource Officer at the two schools within their municipality for the school year 2021-2022. The City of Green Cove Springs will continue (with the school system) to enhance the connectedness between the local Police Department and the families of students living in Green Cove Springs attending one of the two schools.

#### **Previous Outcomes**

During the 2021-2022 school year the Green Cove Springs Police Department planned and implemented Drug Abuse Resistance Education ("DARE") in collaboration with District personnel. The Green Cove Springs Police Department was also successful in launching a pedestrian safety program at Charles E. Bennett Elementary and Green Cove Springs Junior High.

#### **Expected Outcomes**

The presence of the SRO's on the two campuses will strengthen relationships between the local Police Department, students and families, in the community. Resulting in higher quality interactions within the neighborhoods creating a more cohesive and secure campus environment. Students will continue to be educated on the law and illegal activities within the number of aggressive and violent conduct referrals overall are expected to decline.

#### **Strategic Plan Goal**

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, efficient, and effective learning environment for Clay County students.

#### **Recommendation**

Approve the agreement between the Green Cove Springs Police Department and School Board of Clay County.

#### **Contact**

Bryce Ellis, Assistant Superintendent for Operations, 904-336-6853



**Financial Impact**

\$146,050.66 to be paid out in (12) equal installments for School Resource Officers 2021-2022

\$202,037.33 to be paid out in (12) equal installments for (4) Dispatchers for GCSPD 2021-2022

**Review Comments**

**Attachments**

[City of GCS 2021-2022.pdf](#)



**2021-2022**

**SCHOOL SAFETY INTERLOCAL AGREEMENT AMONG  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA;  
CITY OF GREEN COVE SPRINGS, FLORIDA; AND  
GREEN COVE SPRINGS POLICE DEPARTMENT**

**THIS AGREEMENT** is made among and executed by the School Board of Clay County, Florida ("School Board"), the City of Green Cove Springs, Florida ("City"), and the City of Green Cove Springs Police Department ("GCSPD"), collectively referred to hereinafter as "the Parties."

**WHEREAS**, the Parties have historically entered into annual "Safety and Education Articulation Agreements" whereby GCSPD Officers are assigned to certain public schools within Clay County District Schools ("District") to maintain safety and provide certain educational resource services in exchange for the School Board's payment of sums to the City for the benefit of GCSPD; and

**WHEREAS**, the Parties are currently performing one such agreement known as the *2020-2021 Safety and Education Articulation Agreement* ("2021-2022 Articulation Agreement"), a complete and accurate copy of which is attached hereto as Exhibit A; and

**WHEREAS**, under the 2021-2022 Articulation Agreement, GCSPD's educational resource services include assistance and support to District personnel in planning and implementing school programs such as Drug Abuse Resistance Education ("DARE"), health and substance abuse education, and traffic and pedestrian safety programs at **Charles E. Bennett Elementary School** and **Green Cove Springs Junior High School**; and

**WHEREAS**, Florida's recently-enacted Marjory Stoneman Douglas High School Public Safety Act, Ch. 2018-3, Laws of Florida ("the Act"), as amended in 2019, made significant school safety reforms and imposed upon all Florida public school districts numerous additional requirements to achieve greater



safety and security for all public school students and staff; and

**WHEREAS**, one requirement of the Act, codified in part under section 1006.12 of the Florida Statutes (2018), calls for school boards to partner with law enforcement agencies to establish or assign at least one "school safety officer" at each public school within a school district by implementing one or any combination of three four statutory options going into the 2021-2022 school year; and

**WHEREAS**, a District-wide combination School Safety Officer/School Resource Officer "SRO" program presents one statutory option, though state funding committed to the District for a program of this nature is substantially insufficient; and

**WHEREAS**, the School Board and Superintendent in collaboration with local law enforcement agencies, officials, and community stakeholders – have collectively explored (and continue to explore) avenues by which adequate funding may be raised and mandates of the Act may be met without compromising the level of services provided by each of the public agencies involved; and

**WHEREAS**, the Parties have, in fact, partnered with each other, and desire to enter into an agreement under which GCSPD provides SRO services at **Charles E. Bennett Elementary School** and **Green Cove Springs Junior High School**, continues to deliver the above-referenced educational resource services to said schools throughout the 2021-2022 school year, and also creates, sets up and staffs a combined Police Dispatch Center to jointly serve GCSPD and the Clay County District Schools Police Department in exchange for payment of certain sums by the School Board.

**NOW, THEREFORE, IN CONSIDERATION** of the foregoing and the mutual promises and obligations stated herein, the Parties agree as follows:

1. The School Board upon approval of this Agreement by all Parties shall pay to the City the sum of \$348,087.99 in exchange for certain services provided to the School Board by GCSPD from July 1, 2021, through June 30, 2022, as specified below. Such payment shall be made in twelve (12) equal



installments after execution of this Agreement and upon receipt of a monthly detailed invoice submitted by GCSPD to the School Board. The above total sum includes payment for the existing School Resource Officers in the total amount of \$146,050.66 and payment for all salaries and all other expenses for four dispatchers in the total amount of \$202,037.33

2. The City agrees to accept payment of such funds for the benefit and use of GCSPD.

3. Included under this Agreement shall be GCSPD's assignment of a School Resource Officer ("SRO") per site to provide public safety, law enforcement, and educational resource services at **Charles E. Bennett Elementary School** and **Green Cove Springs Junior High School**. The educational resources services shall include GCSPD assistance and support to District personnel in planning and implementing school programs such as Drug Abuse Resistance Education ("DARE"), health and substance abuse education, and traffic and pedestrian safety programs at these schools.

4. Also included under this Agreement, the City and GCSPD shall implement a combined Police Dispatch Center to serve to facilitate communications between 911 services, the Clay County District Schools Police Department and the Green Cove Springs Police Department, which Dispatch Center shall be staffed by four (4) communications Officers who shall be employees of the Green Cove Springs Police Department. Said dispatch officers shall be hired by the Green Cove Springs Police Department and shall meet all of the criteria set forth in the GCSPD job description for "Communications Officer 110-3."

5. The School Board, the Clay County District Schools Police Department, and GCSPD will collaborate and work together with other government agencies to ensure that the services contemplated herein are appropriately and effectively delivered. General orders and directives will be reviewed and updated to enhance the working relationship between District and GCSPD staff and encourage early intervention strategies and activities.



6. GCSPD agrees to comply with the requirements of the Jessica Lunsford Act by requiring that all GCSPD personnel and agents who come into contact with students are fingerprinted and have passed a Level II background check at no cost to the School Board.

7. GCSPD shall maintain records concerning the performance of services provided by the GCSPD Officers assigned as SROs. In accordance with the Law Enforcement Officers Bill of Rights, Chapter 112, Fla. Stat., complaints against a GCSPD Officer shall be referred to and appropriately addressed by GCSPD.

8. This Agreement is entered into and governed by the *Florida Inter-local Cooperation Act of 1969*, section 163.01, Fla. Stat., and all applicable portions of the same are hereby incorporated by reference.

9. Subject to and within the limitations of the sections 163.01 and 768.28, Fla. Stat., GCSPD agrees to indemnify and hold harmless the School Board and its officers, employees, and agents from and against any and all loss, damage, or liability which arises as a result of the negligent or intentional acts of GCSPD personnel which occur in connection with the services contemplated by this Agreement.

10. This Agreement shall become effective upon the date it is fully executed by all the Parties.

11. Upon full execution of this Agreement, the Parties' 2020-21 Articulation Agreement shall be deemed terminated and rendered void without penalty or any further obligations of any party. Otherwise, the 2020-21 Articulation Agreement will remain in full force and effect through September 30, 2021.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date(s) hereinafter indicated.

THE SCHOOL BOARD OF CLAY  
COUNTY, FLORIDA



By: \_\_\_\_\_ Date: \_\_\_\_\_

Mary Bolla, Chair

900 Walnut Street

Green Cove Springs, Florida 32043

By: \_\_\_\_\_ Date: \_\_\_\_\_

DAVID BROSKIE

Superintendent of Schools

\* \* \* \* \*

CLAY COUNTY DISTRICT SCHOOLS

POLICE DEPARTMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

KENNETH WAGNER, Chief

900 Walnut Street

Green Cove Springs, Florida 32043

\* \* \* \* \*

POLICE DEPARTMENT OF GREEN

COVE SPRINGS, FLORIDA

By: \_\_\_\_\_ Date: \_\_\_\_\_

DEREK ASDOT, Chief

\* \* \* \* \*

CITY OF GREEN COVE SPRINGS,

FLORIDA



By: \_\_\_\_\_ Date: \_\_\_\_\_

Edward Gaw, Mayor

321 Walnut Street

Green Cove Springs, Florida 32043

\* \* \* \* \*

CITY OF GREEN COVE SPRINGS,

6

FLORIDA

By: \_\_\_\_\_ Date: \_\_\_\_\_

STEVE KENNEDY,

City Manager



## *Proclamation*

- WHEREAS,** On Patriot Day, we honor the nearly 3,000 innocent lives taken from us on September 11, 2001, and all of those who so nobly aided their fellow citizens in America's time of need. We rededicate ourselves to the ideals that define our country and unite us as one, as we commemorate all the heroes who lost their lives saving others; and
- WHEREAS,** September 11, 2001, will forever be one of the most tragic days in American history. Through the unimaginable despair, however, ordinary Americans etched into our history remarkable illustrations of bravery, of sacrifice for one another, and of dedication to our shared values. The shock from the indelible images of the smoke rising from the World Trade Center and Pentagon gave way to countless inspiring videos of co-workers helping one another to safety; of heroes running into collapsing buildings to save the innocent people trapped within; and to the unforgettable story of the patriots who charged the cockpit of Flight 93 to save untold numbers of lives. These heroes moved us with their bravery. They make us proud to be Americans; and
- WHEREAS,** Throughout history, everyday Americans and first responders have done the extraordinary through selfless acts of patriotism, compassion, and uncommon courage. Not just in New York, Virginia, and Pennsylvania, but across our great Nation, Americans on September 11, 2001, bound themselves together for the common good, saying with one voice that we will be neither scared nor defeated. The enemy attempted to tear at the fabric of our society by destroying our buildings and murdering our innocent, but our strength has not and will not waiver. Americans today remain steadfast in our commitment to liberty, to human dignity, and to one another; and
- WHEREAS,** It has been 20 years since the tragedy of September 11, 2001. Children who lost their parents on that day are now parents of their own, while many teenagers currently in high school learn about September 11th only from their history books. Yet all Americans are imbued with the same commitment to cause and love of their fellow citizens as everyone who lived through that dark day. We will never forget. The events of September 11, 2001, did not defeat us. They did not rattle us. They, instead, have rallied us, as leaders of the civilized world, to defeat an evil ideology that preys on innocents and knows nothing but violence and destruction; and
- WHEREAS,** On this anniversary, I invite all Americans to thank our Nation's incredible service members and first responders, who are on the front lines of our fight against terrorism. We will always remember the sacrifices made in defense of our people, our country, and our freedom. By protecting those in need, by taking part in acts of charity, service, and compassion, and by giving back to our communities and country, we honor those who gave their lives on and after September 11, 2001.

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

- Section 1.** The City of Green Cove Springs designates September 11, 2021 as "Patriots Day".
- Section 2.** A true copy of this Proclamation shall be spread upon the Official Minutes of the City Council of the City of Green Cove Springs.

**DONE AND PROCLAIMED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 7TH DAY OF SEPTEMBER, 2021.**



**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Edward R. Gaw, Mayor

ATTEST:

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





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session **MEETING DATE:** September 7, 2021  
**FROM:** Scott Schultz, Assistant Water Utilities Director  
**SUBJECT:** City Council approval of, and authorization for the mayor to execute, HMGP / FDEM Project # 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. *Mike Null*

### BACKGROUND

In July of 2018, the State of Florida Hazard Mitigation Grant Program (HMGP), which upon project approval becomes a Federal Department of Emergency Management (FDEM) project, granted the city funding for the design and permitting of the conversion of the electric transmission lines crossing Governors Creek along US17 from overhead to underground. A significant amount of engineering and environmental activities were required, causing a long lead time for completion.

Phase II is funding for the actual construction costs

### FISCAL IMPACT

\$670,000.00 Project Cost

\$502,500.00 FDEM Grant

\$167,500.00 from the Electric Fund Capital Budget

### RECOMMENDATION

Approve of, and authorize the mayor to execute, HMGP / FDEM Project # 4283-55-A, Governors Creek Hardening Project, Utility Mitigation Phase II and other associated documents, 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.



**SUB-RECIPIENT AGREEMENT CHECKLIST**  
**DIVISION OF EMERGENCY MANAGEMENT**  
**MITIGATION BUREAU**

| <b>REQUEST FOR REVIEW AND APPROVAL</b> |  |
|--|--|
| <b>SUB-RECIPIENT:</b>                  | City of Green Cove Springs   |
| <b>PROJECT #:</b>                      | 4283-55-A  |
| <b>PROJECT TITLE:</b>                  | City of Green Cove Springs, Governors Creek Hardening Project, Utility Mitigation Phase II |
| <b>CONTRACT #:</b>                     | H0715  |
| <b>MODIFICATION #:</b>                 | NA   |

| <b>SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)</b> |   |
|--|---|
|  | Scott Schultz, Assistant Water Utility Director<br>City of Green Cove Springs<br>321 Walnut Street<br>Green Cove Springs, Florida 32043 |

Enclosed is your copy of the proposed contract/modification between **the City of Green Cove Springs** and the Florida Division of Emergency Management (FDEM).

|                                     | <b>COMPLETE</b>  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | This form is required to be included with all Reviews, Approvals, and Submittal  |
| <input checked="" type="checkbox"/> | Signed electronic copy   |
| <input checked="" type="checkbox"/> | Reviewed and Approved  |
| <input checked="" type="checkbox"/> | Signed and Dated by Official Representative  |
| <input checked="" type="checkbox"/> | <b>Copy of the organization's resolution or charter</b> that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief |
| <input checked="" type="checkbox"/> | Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated  |
|                                     | <input type="checkbox"/> N/A for Modifications or State Funded Agreements  |
| <input checked="" type="checkbox"/> | Electronic Submittal to the Grant Specialist Veronica.ash@em.myflorida.com on  |

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 692-9828 or email me at Liliana.hernandez@em.myflorida.com.



Agreement Number: H0715Project Number: 4283-55-A**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

|  |   |
|--|---|
| Sub-Recipient's name:  | <u>CITY OF GREEN COVE SPRINGS</u>   |
| Sub-Recipient's unique entity identifier (FEIN):   | <u>59-6000328</u>   |
| Federal Award Identification Number (FAIN):  | <u>FEMA-DR-4283-FL</u>  |
| Federal Award Date:  | <u>August 5, 2021</u>   |
| Subaward Period of Performance Start and End Date:   | <u>Upon execution through March 31, 2023</u>  |
| Amount of Federal Funds Obligated by this Agreement:   | <u>\$502,500.00</u>   |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | <u>\$502,500.00</u>   |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity                        | <u>\$502,500.00</u>   |
| Federal award project description (see FFATA):   | <u>August 5, 2021</u>   |
| Name of Federal awarding agency:   | <u>Federal Emergency Management Agency</u>  |
| Name of pass-through entity:   | <u>FL Division of Emergency Management</u>  |
| Contact information for the pass-through entity:   | <u><a href="mailto:Liliana.hernandez@em.myflorida.com">Liliana.hernandez@em.myflorida.com</a></u> |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name:   | <u>97.039 Hazard Mitigation Grant Program</u>   |
| Whether the award is R&D:  | <u>N/A</u>  |
| Indirect cost rate for the Federal award:  | <u>N/A</u>  |



THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Green Cove Springs, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.



vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

### (3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Liliana Hernandez, FCCM  
 Project Manager  
 Bureau of Mitigation  
 Florida Division of Emergency Management  
 2702 Directors Row  
 Orlando, Florida 32809-5631  
 Telephone: 850-692-9828  
 Email: [Liliana.hernandez@em.myflorida.com](mailto:Liliana.hernandez@em.myflorida.com)

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall  
 Community Program Manager  
 Bureau of Mitigation  
 Florida Division of Emergency Management  
 2555 Shumard Oak Boulevard  
 Tallahassee, FL 32399  
 Telephone: 850-815-4503  
 Email: [Kathleen.Marshall@em.myflorida.com](mailto:Kathleen.Marshall@em.myflorida.com)



1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Scott Schultz, Assistant Water Utility Director  
 City of Green Cove Springs  
 321 Walnut Street  
 Green Cove Springs, Florida 32043  
 Telephone: 904-297-7060  
 Email: sschultz@greencovesprings.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on March 31, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.



b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$502,500.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in



the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
  - ii. The costs are equitably allocated to all related activities, including Federal awards; and,
  - iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.
- h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:
- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
  - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
  - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

#### (10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right



of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).



d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to



perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.



e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

## (12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.



d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

### (13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

### (14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of



sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:



- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

#### (17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

#### (18) PROCUREMENT



a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;



vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.



(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
  - i. Exhibit 1 - Funding Sources
  - ii. Attachment A – Budget and Scope of Work
  - iii. Attachment B – Program Statutes and Regulations
  - iv. Attachment C – Statement of Assurances
  - v. Attachment D – Request for Advance or Reimbursement
  - vi. Attachment E – Justification of Advance Payment
  - vii. Attachment F – Quarterly Report Form
  - viii. Attachment G – Warranties and Representations
  - ix. Attachment H – Certification Regarding Debarment
  - x. Attachment I – Federal Funding Accountability and Transparency Act
  - xi. Attachment J – Mandatory Contract Provisions
  - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division



to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to



a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

**g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation



of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in



connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is



inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because



such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of



such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

**(27) COPELAND ANTI-KICKBACK ACT**

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.



The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.



iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;



iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

### (33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:** CITY OF GREEN COVE SPRINGS

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

FEID#: \_\_\_\_\_

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Kevin Guthrie, Director

Date: \_\_\_\_\_



**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 502,500.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Localized Minor Drainage Improvement
  - Intermediate Stormwater Drainage System
  - Major Flood Control Drainage System
  - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.



## Attachment A

### Budget and Scope of Work

#### **STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to provide protective measures to power lines, in Green Cove Springs, Clay County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-55-A**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Green Cove Springs, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the Phase I work in accordance with all applicable Federal, State, and Local Laws, Regulations and Codes.

#### **PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide protection during a storm event to power lines located at North Orange Avenue and Governors Creek, extending approximately 100 feet north and south on both sides of the creek, in Green Cove Springs, Florida, 32043.

The Phase II – Construction scope of work shall include the installation of the transmission line crossing underground, under Governors Creek, significantly reducing the exposure of the line to storm force winds. The project shall be designed to eliminate susceptibility of the electrical supply/power lines during storm events.

The project shall be designed to provide protection against a 500-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

| <b>Conduit Trench Location</b>          | <b>Coordinates</b>         |
|---|----------------------------|
| Harbor Rd. and N Orange Ave.            | BEG: 30.008611, -81.695833 |
|   | END: 30.008353, -81.695953 |
| N Orange Ave., North of Governors Creek | BEG: 30.006562, -81.691752 |
|   | END: 30.006338, -81.691463 |
| N Orange Ave., South of Governors Creek | BEG: 30.005946, -81.690607 |
|   | END: 30.005695, -81.689962 |

| <b>New Pole</b> | <b>Coordinates</b>    |
|-----------------|-----------------------|
| #1              | 30.008492, -81.695999 |
| #2              | 30.008353, -81.695953 |
| #3              | 30.006407, -81.691540 |
| #4              | 30.005876, -81.690412 |
| #5              | 30.005695, -81.689962 |

| <b>HDD Bore</b>      | <b>Coordinates</b>    |
|----------------------|-----------------------|
| Approach/Entry Point | 30.005851, -81.690391 |



|            |                       |
|------------|-----------------------|
| Exit Point | 30.006425, -81.691595 |
|------------|-----------------------|

| Underwater Conduit HDD<br>Bore Location                | Coordinates                |
|--|----------------------------|
| From Northwest to Southeast Bank of<br>Governors Creek | BEG: 30.006338, -81.691463 |
|  | END: 30.005946, -81.690607 |

#### **TASKS & DELIVERABLES:**

##### **A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from high windstorms which shall allow the function of the structures to continue following a severe wind event.



The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) Copy of permits(s), notice of commencement.
  - b) Local Building Official Inspection Report and Final Approval, as applicable.
  - c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).
  - d) Letter of Completion:
    1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
    2. Certifying Compliance with all applicable codes.
  - e) Letter verifying compliance with the National Historic Preservation Act, to include whether archaeological materials or human remains were encountered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.
  - f) Verification that construction vehicles and equipment were stored onsite during the project or at existing access appoints with the applicant's right-of-way.
  - g) Verification of compliance with United States Army Corps of Engineers (USACE) permit number: SAJ-2019-04455(GP-RPR).
  - h) Per Coastal Zone Management Act (CZMA), verification that applicable proprietary authorization was obtained prior to work or verification that no authorization was required.
  - i) Verification of adherence to the Standard Manatee Conditions for In-Water Work.
  - j) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete



prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract, and subcontract award documents.

**Construction Expense:** The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Project Management Expenses:** The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

## **B) Deliverables:**



Mitigation Activities consist of providing protection during a storm event and implementing measures to improve power lines located at North Orange Avenue and Governors Creek in Green Cove Springs, Florida, 32043, extending approximately 100 feet north and south on both sides of the creek.

The designed project shall provide protection against a 500-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

#### **PROJECT CONDITIONS AND REQUIREMENTS:**

##### **C) Engineering:**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.
- 4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.
- 8) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout

##### **D) Environmental:**

- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.



- 3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with **Florida Statutes, Section 872.05**.

Construction vehicles and equipment will be stored onsite during the project or at existing access points within the Applicant's right-of-way.

- 4) Sub-Recipient must comply with all conditions as required by the United States Army Corps of Engineers (USACE) permit number: SAJ-2019-04455(GP-RPR) Verification of compliance required at project closeout.
- 5) Per Coastal Zone Management Act (CZMA), the Sub-Recipient must obtain the applicable proprietary authorization prior to initiating work or verification that no authorization was required. The subgrantee shall comply with all conditions of the authorization. All coordination pertaining to these activities should be documented and compliance maintained in their permanent files. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- 6) The Sub-Recipient must adhere to the Standard Manatee Conditions for In-Water Work. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- 7) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions. Consultation with the Floodplain manager is required to ensure the project is in compliance with local floodplain ordinances/regulations.
- 8) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.

**E) Programmatic:**

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the impact to the budget.
- 2) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.



- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.
- 9) Special Conditions:

EO 11988 CONDITION: The subgrantee must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

Source of condition: Executive Order 11988 – Floodplains                      Monitoring Required: No

CWA CONDITION: The subgrantee must comply with the terms and conditions of USACE Permit No. SAJ-2019-04455(GP-RPR) and associated guidance. The subgrantee must obtain permit modifications as necessary. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

Source of condition: Clean Water Act (CWA)                                      Monitoring Required: No

CZMA CONDITION: Subgrantee must obtain the applicable proprietary authorization prior to initiating work or verification that no authorization was required. The subgrantee shall comply with all conditions of the authorization. All coordination pertaining to these activities should be documented and compliance maintained in their permanent files. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

Source of condition: Coastal Zone Management Act (CZMA)                      Monitoring Required: No

ESA CONDITION: The subrecipient must adhere to the Standard Manatee Conditions for In-Water Work. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

Source of condition: Endangered Species Act (ESA)                                      Monitoring Required: No

NHPA CONDITION: If human remains or intact archaeological features or deposits (e.g. arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05.



Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

NHPA CONDITION: Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

NHPA CONDITION: Construction vehicles and equipment will be stored onsite during the project or at existing access points within the Applicant's right-of-way.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

This is FEMA project number **4283-55-R, and shall be reported under 4283-55-A.** It is funded under HMGP, FEMA-4283-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4283.

FEMA awarded this project on August 5, 2021; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **March 31, 2023.**

#### **F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

#### **SCHEDULE OF WORK**

##### **Phase II-**

|   |                  |
|---|------------------|
| State Contracting:                          | 3 Months         |
| Construction Plan/Technical Specifications: | 2 Months         |
| Bidding / Local Procurement:                | 2 Months         |
| Construction / Installation:                | 8 Months         |
| Local Inspections / Compliance:             | 1 Month          |
| State Final Inspections / Compliance:       | 1 Month          |
| Closeout Compliance:                        | 2 Months         |
| <b>Total Period of Performance:</b>         | <b>19 Months</b> |



**BUDGET****Line Item Budget\***

| <b>Phase II</b>                  | <b>Project Cost</b> | <b>Federal Cost</b> | <b>Non-Federal Cost</b> |
|----------------------------------|---------------------|---------------------|-------------------------|
| Materials:                       | \$528,000.00        | \$396,000.00        | \$132,000.00            |
| Labor:                           | \$84,000.00         | \$63,000.00         | \$21,000.00             |
| Fees:                            | \$58,000.00         | \$43,500.00         | \$14,500.00             |
| <b>Initial Agreement Amount:</b> | <b>\$670,000.00</b> | <b>\$502,500.00</b> | <b>\$167,500.00</b>     |
| ***Contingency Funds:            | \$0.00              | \$0.00              | \$0.00                  |
| <b>Project Total:</b>            | <b>\$670,000.00</b> | <b>\$502,500.00</b> | <b>\$167,500.00</b>     |

\*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

\*\*\* **This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

**Funding Summary Totals**

|                            |                     |                  |
|----------------------------|---------------------|------------------|
| Federal Share:             | \$502,500.00        | (75.00%)         |
| Non-Federal Share:         | \$167,500.00        | (25.00%)         |
| <b>Total Project Cost:</b> | <b>\$670,000.00</b> | <b>(100.00%)</b> |



## Attachment B

### Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.



- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes



- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a



## Attachment C

### Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-



recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/government/grant/sfha\\_conditions.shtm](http://www.fema.gov/government/grant/sfha_conditions.shtm)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:



- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be



eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
  - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
  - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
  - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
  - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
  - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and



Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.



- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
  - a. Safety Hazard Present
  - b. Health Hazards Present
  - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.



## Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT  
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: CITY OF GREEN COVE SPRINGS

REMIT ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PROJECT TYPE: Utility Mitigation – Phase II PROJECT #: 4283-55-APROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0715

APPROVED BUDGET: \_\_\_\_\_ FEDERAL SHARE: \_\_\_\_\_ MATCH: \_\_\_\_\_

ADVANCED RECEIVED: \_\_\_\_\_ N/A \_\_\_\_\_ AMOUNT: \_\_\_\_\_ SETTLED? \_\_\_\_\_

Invoice Period: \_\_\_\_\_ through \_\_\_\_\_ Payment #: \_\_\_\_\_

Total of Previous Payments to Date: \_\_\_\_\_ (Federal)

| Eligible Amount<br>100%<br>(Current Request) | Obligated Federal<br>Amount<br>% | Obligated Non-<br>Federal<br>% | Division Use Only |          |
|--|----------------------------------|--------------------------------|-------------------|----------|
|  |                                  |                                | Approved          | Comments |
|  |                                  |                                |                   |          |
|  |                                  |                                |                   |          |

TOTAL CURRENT REQUEST: \$ \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**TO BE COMPLETED BY THE DIVISION**

APPROVED PROJECT TOTAL \$ \_\_\_\_\_

APPROVED SRMC TOTAL: \$ \_\_\_\_\_

APPROVED FOR PAYMENT \$ \_\_\_\_\_

\_\_\_\_\_  
GOVERNOR'S AUTHORIZED REPRESENTATIVE\_\_\_\_\_  
DATE



**Attachment D (cont.)**  
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT**  
**CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE**  
**HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: CITY OF GREEN COVE SPRINGS PAYMENT #: \_\_\_\_\_  
 PROJECT TYPE: Utility Mitigation – Phase II PROJECT #: 4283-55-A  
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0715

|   | REF NO <sup>2</sup> | DATE <sup>3</sup> | DOCUMENTATION <sup>4</sup> | (Check)<br>AMOUNT | ELIGIBLE<br>COSTS<br>(100%) |
|---|---------------------|-------------------|----------------------------|-------------------|-----------------------------|
| 1   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| 2   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| 3   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| 4   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| 5   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| 6   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| 7   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| 8   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| <b><i>This payment represents      % completion of the project.</i></b> |                     |                   |                            |                   | <b><i>TOTAL</i></b>         |

<sup>2</sup> Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

<sup>3</sup> Date of delivery of articles, completion of work or performance services. (per document)

<sup>4</sup> List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.



**Attachment E  
JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: CITY OF GREEN COVE SPRINGS**

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ \_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

**PLEASE NOTE:** Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

**ESTIMATED EXPENSES**

| <b>BUDGET CATEGORY/LINE ITEMS</b><br>(list applicable line items)                        | <b>20__-20__ Anticipated Expenditures for First Three<br/>Months of Contract</b> |
|--|--|
| <u>For example</u><br><b>ADMINISTRATIVE COSTS</b><br>(Include Secondary Administration.) |  |
| <u>For example</u><br><b>PROGRAM EXPENSES</b>  |  |
| <b>TOTAL EXPENSES</b>  |  |

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.



**Attachment F**  
**QUARTERLY REPORT FORM**

**Instructions:** Complete and submit this form to State Project Manager within 15-days after each quarter:

**SUB-RECIPIENT:** CITY OF GREEN COVE SPRINGS **PROJECT #:** 4283-55-A  
**PROJECT TYPE:** Utility Mitigation Phase II **CONTRACT #:** H0715  
**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:** \_\_\_\_\_

**Advance Payment Information:**

Advance Received ☐ N/A ☐ Amount: \$ \_\_\_\_\_ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ \_\_\_\_\_

**Target Dates (State Agreement):**

Contract Execution Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
 Date Deliverables Submitted: \_\_\_\_\_ Closeout Requested Date: \_\_\_\_\_

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule?** ☐ Yes ☐ No (If No, Describe under **Issues** below)

**Percentage** of Milestones completed to Date: \_\_\_\_\_%

**Describe Activities - Milestones completed this quarter only:**

**Schedule of the Milestones-Activities:**

| <u>Milestone</u>                          | <u>Dates</u> (estimated) |
|---|--------------------------|
| <u>State Contracting</u>                  |                          |
|   |                          |
|   |                          |
|   |                          |
|   |                          |
| <u>Closeout Compliance</u>                |                          |
| <u>Estimated Project Completion Date:</u> |                          |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status:** ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**~ To be completed by Florida Division of Emergency Management Project Manager ~**

**Project Manager Statement:** ☐ No Action Required, OR

☐ Action Required: \_\_\_\_\_

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: \_\_\_\_\_%

Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_ Project Manager



## Attachment G

### Warranties and Representations

#### Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

#### Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

#### Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

#### Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.



## Attachment H

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**CITY OF GREEN COVE SPRINGS**

Sub-Recipient's Name

**H0715**

DEM Contract Number

**4283-55-A**

FEMA Project Number



**Attachment I**  
**Federal Funding Accountability and Transparency Act**  
**Instructions and Worksheet**

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4283-55-A

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 502,500.00

OBLIGATION/ACTION DATE: August 5, 2021

SUBAWARD DATE (if applicable): \_\_\_\_\_

DUNS#: 073219297

DUNS# +4: \_\_\_\_\_



\*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: \_\_\_\_\_

DBA NAME (IF APPLICABLE): \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

PARENT COMPANY DUNS# (if applicable): \_\_\_\_\_

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide protection during a storm event to power lines located at North Orange Avenue and Governors Creek, extending approximately 100 feet north and south on both sides of the creek, in Green Cove Springs, Florida, 32043.

The Phase II – Construction scope of work shall include the installation of the transmission line crossing underground, under Governors Creek, significantly reducing the exposure of the line to storm force winds. The project shall be designed to eliminate susceptibility of the electrical supply/power lines during storm events.

The project shall be designed to provide protection against a 500-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

| Conduit Trench Location                 | Coordinates                |
|---|----------------------------|
| Harbor Rd. and N Orange Ave.            | BEG: 30.008611, -81.695833 |
|   | END: 30.008353, -81.695953 |
| N Orange Ave., North of Governors Creek | BEG: 30.006562, -81.691752 |
|   | END: 30.006338, -81.691463 |
| N Orange Ave., South of Governors Creek | BEG: 30.005946, -81.690607 |
|   | END: 30.005695, -81.689962 |

| New Pole | Coordinates           |
|----------|-----------------------|
| #1       | 30.008492, -81.695999 |
| #2       | 30.008353, -81.695953 |
| #3       | 30.006407, -81.691540 |
| #4       | 30.005876, -81.690412 |
| #5       | 30.005695, -81.689962 |



| HDD Bore             | Coordinates           |
|----------------------|-----------------------|
| Approach/Entry Point | 30.005851, -81.690391 |
| Exit Point           | 30.006425, -81.691595 |

| Underwater Conduit HDD Bore Location                | Coordinates                |
|---|----------------------------|
| From Northwest to Southeast Bank of Governors Creek | BEG: 30.006338, -81.691463 |
|   | END: 30.005946, -81.690607 |

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐



***If the answer to Question 1 is “Yes,” continue to Question 2. If the answer to Question 1 is “No”, move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

**If the answer to Question 2 is “Yes,” move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:**

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.



**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion \_\_\_\_\_)

| <b>Rank</b><br>(Highest to<br>Lowest) | <b>Name</b><br>(Last, First, MI) | <b>Title</b> | <b>Total Compensation</b><br><b>for Most Recently</b><br><b>Completed Fiscal Year</b> |
|---------------------------------------|----------------------------------|--------------|---|
| <b>1</b>                              |                                  |              |   |
| <b>2</b>                              |                                  |              |   |
| <b>3</b>                              |                                  |              |   |
| <b>4</b>                              |                                  |              |   |
| <b>5</b>                              |                                  |              |   |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## Attachment J

### Mandatory Contract Provisions

#### Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:<sup>1</sup>

#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

<sup>1</sup> For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.



repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*



FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at [https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT\\_ContractProvisionsTemplate\\_9-30-19.pdf](https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf).

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*



## Attachment K

## Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Name and Title of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Date





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session **MEETING DATE:** September 7, 2021

**FROM:** Scott Schultz, Asst. Water Utilities Director

**SUBJECT:** City Council approval of Final Contractor's Pay Request #2 in the amount of \$29,417.00 to Brooks Building Solutions for Bid # 2021-09 in the total amount of \$58,834.80 for installation of generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R. This project includes 75% grant funding from HMGP.

### BACKGROUND

On 8/21/2018 Council ratified the submittal by staff for an HMGP grant application for installation of generators at 17 of the City's lift stations. The total estimated cost of the project was \$876,425.00. The City has received a grant amount of \$537,018.75, or 75% of the revised estimated project cost of \$716,025.00. This project must be complete by February 28, 2022.

On 2/4/2020 Council approved of and authorized the mayor to execute the actual contract.

Since 2/4/2020 staff and Toco Engineering have fully evaluated the generator type for each lift station which has resulted in a change to a combination of permanently installed and portable generators. In addition, to minimize the different kilowatt and configuration of the generators which minimizes the amount of spare parts and maintenance costs, staff has standardized on certain kilowatt versions.

These changes and improvements resulted in Modification #1 to the original contract on 11/10/2020.

On 11/10/2020 Council approved funding in the amount of 326,970.00 to Mastry / Yanmar, and funding in the amount of 90,003.63 to Cummins Southeast, for a total amount of \$416,973.62 to purchase generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R, for \$537,018.75, for Utility Mitigation and Generator Project to install generators on 17 of the City's lift stations.

Bid # 2021-09 was published on 5/13/2021. Over 10 contractors pulled the specifications. The bid was closed and sealed responses received were opened on 6/8/2021. Three qualified bidders responded with Brooks Building Solutions the lowest bidder.

On 6/15/2021 Council awarded Bid # 2021-09 to Brooks building Solutions.

Council approved Contractor's Pay Request #1 on august 17, 2021.

This item is for final Contractors Pay Request #2



**FISCAL IMPACT**

\$29,417.00 to the Wastewater CIP Budget.

**RECOMMENDATION**

Approve Final Contractor's Pay Request #2 in the amount of \$29,417.00 to Brooks Building Solutions for Bid # 2021-09 in the total amount of \$58,834.80 for installation of generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R. This project includes 75% grant funding from HMGP.



**INVOICE**

Item #15.

**BROOKS BUILDING SOLUTIONS****4501 Beverly Ave  
Jacksonville, FL 32210****Phone (904)642-5303 Fax (904)641-8722****Invoice Date  
08-30-2021****Customer ID  
GC02****Invoice ID  
219298****Purchase Order  
2723358****Job Number  
2161021****Ship Date****To:****City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, FL 32043****Job Location:****CITY OF GREEN COVE SPRINGS  
GENERATORS INSTALLATION  
321 WALNUT STREET  
GREEN COVE SPRG, FL 32043****Salesperson****Ship Via  
None****Terms  
Net 30 Days**

| Item | Description   | Qty  | Unit | Unit Price | Amount    |
|------|---|------|------|------------|-----------|
|      | 100% FINAL BILLING FOR GENERATOR INSTALLATION PROJECT | 1.00 |      | 29,417.00  | 29,417.00 |

**Amount Billed      \$29,417.00  
Total Tax****TOTAL AMOUNT DUE      \$29,417.00**

Page 460





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session **MEETING DATE:** September 7, 2021  
**FROM:** Scott Schultz, Assistant Water Utilities Director  
**SUBJECT:** City Council approval of funding in the amount of \$29,303.93 to Jax Utilities Management for manhole and asphalt repair for four manholes on SR 16, and one manhole on US 17, piggybacking on City of Jacksonville Contract # 8258-19. *Scott Schultz*

### BACKGROUND

Five manholes located on state roads are in various states of disrepair. There have been complaints from citizens of Green Cove Springs and requests to repair from the Florida Department of Transportation (FDOT).

Over the last four years Jax Utilities Management (JUM) has been one of the only contractors to timely provide estimates and in all instances have been the lowest cost. JUM has a service contract with the City of Jacksonville for these types of repairs primarily for stormwater, but the process is identical for sewer. Staff requests authorization to piggyback on City of Jacksonville Contract # 8258-19 and to award a purchase order to JUM in the amount of \$29,303.93 to make the five (5) repairs per the quote attached.

### FISCAL IMPACT

\$29,303.93 from the Wastewater Department CIP budget.

### RECOMMENDATION

Approve funding in the amount of \$29,303.93 to Jax Utilities Management for manhole and asphalt repair for four manholes on SR 16, and one manhole on US 17, piggybacking on City of Jacksonville Contract # 8258-19.





# Jax Utilities Management, Inc.

5465 Verna Blvd.  
Jacksonville, Florida 32205  
[jaxutilities@jaxum.comcastbiz.net](mailto:jaxutilities@jaxum.comcastbiz.net)  
(904)855-0111  
(904)855-0117 Fax

Item #16.

## Green Cove Springs Manhole Repairs

|                           |             |
|---------------------------|-------------|
| Morris Ave & Idlewood Ave | \$4,454.00  |
| 1215 Idlewood Ave         | \$4,454.00  |
| Rudy Ave & Idlewood Ave   | \$4,454.00  |
| Roberts St & Idlewood Ave | \$4,454.00  |
| Lamant St & Orange Ave    | \$11,487.93 |





Jax Utilities Management, Inc.  
5465 Verna Boulevard  
Jacksonville, Florida 32205  
904-855-0111 FAX 904-855-0117  
jaxutilities@jaxum.comcastbiz.net

Item #16.

# Estimate

| <u>Date</u> | <u>Estimate #</u> |
|-------------|-------------------|
| 8/30/2021   | 04-1226A          |

| <u>Name / Address</u>   |
|---|
| City of Green Cove Springs<br>Attn: Scott Schultz<br>321 Walnut Street<br>Green Cove Springs, Florida 32043 |

| <u>Ship To</u>              |
|-----------------------------|
| Morris Ave. & Idlewood Ave. |

| <u>Description</u>                                   | <u>Qty</u> | <u>Cost</u>  | <u>Total</u> |
|--|------------|--------------|--------------|
| Morris Ave & Idlewood Ave                            |            |              |              |
| Mobilization   | 1          | 529.00       | 529.00       |
| Site Prep  | 1          | 800.00       | 800.00       |
| M.O.T.   | 1          | 1,700.00     | 1,700.00     |
| Ring & Cover   | 1          | 780.00       | 780.00       |
| 8 x 8 Patch  | 1          | 645.00       | 645.00       |
| Sub-Grade Repair                                     |            |              |              |
| New Asphalt  |            | 0.00         | 0.00         |
| Charles Freshwater ... Office:855-0111 Cell:813-3534 |            | <b>Total</b> | \$4,454.00   |





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5465 Verna Boulevard  
Jacksonville, Florida 32205  
904-855-0111 FAX 904-855-0117  
jaxutilities@jaxum.comcastbiz.net

Item #16.

# Estimate

| <u>Date</u> | <u>Estimate #</u> |
|-------------|-------------------|
| 8/30/2021   | 04-1227A          |

| <u>Name / Address</u>   |
|---|
| City of Green Cove Springs<br>Attn: Scott Schultz<br>321 Walnut Street<br>Green Cove Springs, Florida 32043 |

| <u>Ship To</u>     |
|--------------------|
| 1215 Idlewood Ave. |

| <u>Description</u>                                   | <u>Qty</u> | <u>Cost</u>  | <u>Total</u> |
|--|------------|--------------|--------------|
| 1215 Idlewood Ave.                                   |            |              |              |
| Mobilization   | 1          | 529.00       | 529.00       |
| Site Prep  | 1          | 800.00       | 800.00       |
| M.O.T.   | 1          | 1,700.00     | 1,700.00     |
| Ring & Cover   | 1          | 780.00       | 780.00       |
| 8 x 8 Patch<br>Sub-Grade Repair<br>New Asphalt       | 1          | 645.00       | 645.00       |
| Charles Freshwater ... Office:855-0111 Cell:813-3534 |            | <b>Total</b> | \$4,454.00   |





Jax Utilities Management, Inc.  
5465 Verna Boulevard  
Jacksonville, Florida 32205  
904-855-0111 FAX 904-855-0117  
jaxutilities@jaxum.comcastbiz.net

Item #16.

# Estimate

| <u>Date</u> | <u>Estimate #</u> |
|-------------|-------------------|
| 8/30/2021   | 04-1228A          |

| <u>Name / Address</u>   |
|---|
| City of Green Cove Springs<br>Attn: Scott Schultz<br>321 Walnut Street<br>Green Cove Springs, Florida 32043 |

| <u>Ship To</u>          |
|-------------------------|
| Rudy Ave & Idlewood Ave |

| <u>Description</u>                                   | <u>Qty</u> | <u>Cost</u>  | <u>Total</u> |
|--|------------|--------------|--------------|
| Rudy Ave. & Idlewood Ave.                            |            |              |              |
| Mobilization   | 1          | 529.00       | 529.00       |
| Site Prep  | 1          | 800.00       | 800.00       |
| M.O.T.   | 1          | 1,700.00     | 1,700.00     |
| Ring & Cover   | 1          | 780.00       | 780.00       |
| 8 x 8 Patch<br>Sub-Grade Repair<br>New Asphalt       | 1          | 645.00       | 645.00       |
| Charles Freshwater ... Office:855-0111 Cell:813-3534 |            | <b>Total</b> | \$4,454.00   |





Jax Utilities Management, Inc.  
5465 Verna Boulevard  
Jacksonville, Florida 32205  
904-855-0111 FAX 904-855-0117  
jaxutilities@jaxum.comcastbiz.net

Item #16.

# Estimate

| <u>Date</u> | <u>Estimate #</u> |
|-------------|-------------------|
| 8/30/2021   | 04-1229A          |

| <u>Name / Address</u>   |
|---|
| City of Green Cove Springs<br>Attn: Scott Schultz<br>321 Walnut Street<br>Green Cove Springs, Florida 32043 |

| <u>Ship To</u>            |
|---------------------------|
| Roberts St & Idlewood Ave |

| <u>Description</u>                                   | <u>Qty</u> | <u>Cost</u>  | <u>Total</u> |
|--|------------|--------------|--------------|
| Roberts St & Idlewood Ave                            |            |              |              |
| Mobilization   | 1          | 529.00       | 529.00       |
| Site Prep  | 1          | 800.00       | 800.00       |
| M.O.T.   | 1          | 1,700.00     | 1,700.00     |
| Ring & Cover   | 1          | 780.00       | 780.00       |
| 8 x 8 Patch<br>Sub-Grade Repair<br>New Asphalt       | 1          | 645.00       | 645.00       |
| Charles Freshwater ... Office:855-0111 Cell:813-3534 |            | <b>Total</b> | \$4,454.00   |





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5465 Verna Boulevard  
Jacksonville, Florida 32205  
904-855-0111 FAX 904-855-0117  
jaxutilities@jaxum.comcastbiz.net

Item #16.

# Estimate

| <u>Date</u> | <u>Estimate #</u> |
|-------------|-------------------|
| 8/30/2021   | 04-1230A          |

| <u>Name / Address</u>   |
|---|
| City of Green Cove Springs<br>Attn: Scott Schultz<br>321 Walnut Street<br>Green Cove Springs, Florida 32043 |

| <u>Ship To</u>         |
|------------------------|
| Lamant St & Orange Ave |

| <u>Description</u>                                   | <u>Qty</u> | <u>Cost</u>  | <u>Total</u> |
|--|------------|--------------|--------------|
| Lamant St & Orange Ave                               |            |              |              |
| Mobilization   | 1          | 529.00       | 529.00       |
| Site Prep  | 1          | 2,400.00     | 2,400.00     |
| M.O.T  | 1          | 1,700.00     | 1,700.00     |
| Flow-By-Fill<br>8' deep - 6' circumference           | 9          | 390.00       | 3,510.00     |
| Patch  | 39         | 85.87        | 3,348.93     |
| Charles Freshwater ... Office:855-0111 Cell:813-3534 |            | <b>Total</b> | \$11,487.93  |





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** Regular Session **MEETING DATE:** September 7, 2021  
**FROM:** Steve Kennedy  
**SUBJECT:** City Council approval for staff to continue moving forward with the Governor's Creek Boat Ramp project to include coordination with FDOT, Clay County, Design, Engineering and Construction. *Steve Kennedy*

### BACKGROUND

### FISCAL IMPACT

### RECOMMENDATION

City Council approval for staff to continue moving forward with the Governor's Creek Boat Ramp project to include coordination with FDOT, Clay County, Design, Engineering and Construction.





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council **MEETING DATE:** September 07, 2021  
**FROM:** Michael Daniels, AICP, Planning & Zoning Director  
**SUBJECT:** Review and approval of Resolution R-24-2021, a resolution endorsing and conceptually approving the land exchange of  $\pm 5.18$  acres of property within the proposed Ed Gustafson Regional Park for  $\pm 8.01$  acres of property within the Ayrshire Development, 016515-000-00. *Michael Daniels*

### BACKGROUND

The City of Green Cove Springs has prepared and submitted a Land Transfer Request to allow for construction of a roadway connection through city-owned property that was acquired using Florida Communities Trust ("FCT") funds and designated as the Ed Gustafson Regional Park ("Park"). Park development has not yet begun. The creation of the additional roadway connection would provide an additional access point to the park, specifically one from a major roadway, US 17.

The roadway connection would be funded and constructed by D.R. Horton, Inc. – Jacksonville, and utilities would additionally be stubbed out to the Park site, as part of the exchange. In exchange for the  $\pm 5.18$  acres of the Park site, D.R. Horton, Inc. – Jacksonville would also provide  $\pm 8.01$  acres of land adjacent to the Park to expand the size of the Park.

Pursuant to the requirements set forth in the Florida Administrative Code Section 62-818.015, the City Council must review the proposal and determine if they endorse and conceptually approve said proposal. For review, the Land Transfer Request application and supporting documents have been provided in this packet.

### FISCAL IMPACT

N/A

### RECOMMENDATION

Approve Resolution R-24-2021, a resolution endorsing and conceptually approving the land exchange of  $\pm 5.18$  acres of property within Ed Gustafson Regional Park for  $\pm 8.01$  acres of property within the Ayrshire Development, 016515-000-00.



## **RESOLUTION NO. R-24-2021**

**A RESOLUTION OF THE CITY COUNCIL THE CITY OF GREEN COVE SPRINGS, FLORIDA, ENDORSING AND CONCEPTUALLY APPROVING THE PROPOSAL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, PURSUANT TO RULE 62-818.016, FLORIDA ADMINISTRATIVE CODE, FOR A LAND EXCHANGE OF ±5.18 ACRES OF PROPERTY WITHIN THE PROPOSED ED GUSTAFSON REGIONAL PARK FOR ±8.01 ACRES OF PROPERTY WITHIN THE AYRSHIRE DEVELOPMENT AS SHOWN IN EXHIBIT “A”; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council (the "Council") of the City of Green Cove Springs, Florida (the "City") received Florida Community Trust (“FCT”) grants between 2002 and 2009 for the acquisition of land for preservation and active/passive recreation in a project known as the Ed Gustafson Regional Park (the “Park”); and

**WHEREAS**, the proposed Park does not presently have a high level of accessibility from existing roadways; and

**WHEREAS**, the City received requests from D. R. Horton, Inc. - Jacksonville (“Horton”) for an annexation, future land use amendment, and zoning request to permit a residential development (“Ayrshire”) south of the Park, on a portion of parcel number 016515-000-00; and

**WHEREAS**, Horton has proposed a four-lane roadway that will connect from their development site to US Highway 17 (“US 17”) which would also provide additional access from a major roadway to the proposed Park; and

**WHEREAS**, in exchange for the ±5.18 acres, Horton is donating ±8.01 acres to the Park, will construct the roadway, and will stub utilities to the proposed Park; and

**WHEREAS**, Part 2(a) of Rule 62-818.016, F.A.C. requires “a written statement from the Recipient’s governing council that it has reviewed the proposal and that the governing body conceptually approves the proposed land exchange by an affirmative vote of at least  $\frac{3}{4}$  of its members or the local requirements, whichever is higher”.

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

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

**SECTION 2. PURPOSE.** The City Council, as the governing council of the City of Green Cove Springs, Florida, declares it has reviewed the proposal to swap ±5.18 acres of land acquired through an FCT grant for ±8.01 acres of parcel 016515-000-00, the



Ayrshire Development, and the City Council conceptually approves the proposed land exchange.

**SECTION 3. DEFINITIONS AND INTERPRETATIONS.** Unless otherwise defined herein, all capitalized terms in this resolution shall have the meanings set forth in Chapter 70 of the Code.

**SECTION 4. COMPLIANCE.** It is the intent of the City that the purpose of this Resolution is to meet the requirements of Rule 62-818.016, F.A.C., and to be a declaration of official intent and conceptual approval of the land swap under such Rule.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 7TH DAY OF SEPTEMBER, 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

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Edward R. Gaw, Mayor

**ATTEST:**

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Erin West, City Clerk

**APPROVED AS TO FORM ONLY:**

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L. J. Arnold, III, City Attorney



### **62-818.016 Consideration of Recipient's Request for Land Exchanges.**

The Declaration of Restrictive Covenants for Trust Project Sites limits the use of the property to conservation, outdoor recreation, and other related activities. However, Recipients occasionally receive requests from adjacent property owners for land exchanges to expand the adjacent development in return for other lands adjacent to the park.

When evaluating these requests, the following process must be followed.

(1) Only local governments may participate in land exchanges. The Local Government must send a request to the Trust for a proposed land exchange. The Trust will not accept proposals from any other party. To be considered by the Trust, the proposal must at a minimum meet the following tests:

(a) The proposed exchange parcel(s) must be contiguous to a Trust Project Site, which could include being connected through a land bridge, easement or blue way;

(b) The proposed exchange parcel(s) must be at least equal to or greater in terms of upland acreage;

(c) The proposed exchange parcel(s) must have at least the same real estate value (as determined through independent appraisal[s]) as the Trust parcel being given up (or monetary compensation of the difference). There will be no monetary compensation if the proposed parcel(s) to be exchanged have a value greater than the Trust parcel;

(d) The proposed exchange parcel(s) must have a significant and clear net environmental, conservation and/or recreational benefit to the Project Site as determined by Trust staff; and,

(e) The exchange cannot result in a lower score based on the Application criteria.

If it is determined that no discernable net environmental, conservation, and/or recreational benefit to the Project Site would be achieved through the land exchange, the request will be denied.

(2) If the above tests are met, the Trust staff will then request the below additional information to further evaluate the request.

(a) A written statement from the Recipient's governing council that it has reviewed the proposal and that the governing body conceptually approves the proposed land exchange by an affirmative vote of at least three-fourths of its members or the local requirement, whichever is higher;

(b) A revised Management Plan with a revised master site plan;

(c) Information on the natural communities and cultural features found on the area to be exchanged;

(d) A survey and legal description of the parcel to be acquired and of the parcel to be provided by the Recipient/Trust (paid by the entity proposing the exchange and commissioned by the Recipient);

(e) A title policy of the parcel to be acquired;

(f) Separate appraisals for each parcel (to be paid by the entity proposing the exchange and commissioned by the Recipient). The appraisal shall be completed according to the Department standards, after consultation with Department appraisal staff. The parcel(s) to be provided by the Recipient/Trust shall be appraised as if it did not have any development restrictions on it;

(g) Phase I environmental site assessment of the parcel to be acquired (to be paid by the entity proposing the exchange and commissioned by the Recipient); and,

(h) Any other items requested by the Trust to properly evaluate the request.

After receiving all of the above information, Trust staff will evaluate and review the request for consistency according to the above listed requirements. If the exchange proposal meets the above requirements and has a net positive environmental, conservation and/or recreational benefit, Trust staff will put the request on the agenda of the next scheduled Trust Governing Board Meeting for consideration.

(3) If the exchange request is approved by the Governing Board, the Recipient must:

(a) Sign an amendment to the Declaration of Restrictive Covenants that provides for the changed use of the Project Site;

(b) Record the amended Declaration of Restrictive Covenants (and any other necessary local Government document[s]) in the Public Records of the County where the original Declaration was recorded; and,

(c) The entity receiving the exchange must provide monetary compensation to the Trust if the value of the land provided by the Recipient/Trust is greater than the land received by the Recipient/Trust in the exchange. Such funds will be distributed between the Trust and the Recipient in accordance with the percentages in the original grant award.

*Rulemaking Authority 380.507(11) FS. Law Implemented 259.105, 380.510 FS. History—New 2-8-10, Formerly 9K-7.016, Amended 6-10-13.*



**Request:**

The City of Green Cove Springs (the “City”) is requesting to dedicate approximately **5.18 acres** of land for a land transfer request pursuant to FAC 62-818.016 to provide safer access for a proposed regional park (Clay County Parcel ID: 38-06-26-016515-002-00) and to a mixed-use residential project (the “Development Project”). In exchange for the land, DR Horton, Inc. -Jacksonville (“Horton”), which is the contract purchaser of property immediately to the south of the regional park on which the Development Project will be located (Clay County Parcel ID: 38-06-26-016515-000-00), will donate approximately **8.01 acres** to the City to expand the size of the park and construct improvements proposed on the updated Master Site Plan, construct the linear facility roadway at Horton’s cost, and stub utilities to the park site at Horton’s cost.

**Background:**

The City applied for and was awarded three separate Florida Community Trust (“FCT”) grants between 2002 and 2009 for the acquisition of approximately 260 acres for preservation and active/passive recreational facilities. The FCT funds were most recently used in 2009 to purchase approximately 123 of the 260 acres for the Ed Gustafson Regional Park (the “Park”). The Park will consist of approximately 70 acres of developable land on which recreational facilities will be built in accordance with the Ed Gustafson Regional Park Management Plan (Exhibit A). The Park property is currently vacant as the City is waiting on the funds to complete the proposed Park Master Plan (Exhibit B).

**Problem:**

The Park is located in an area of Clay County experiencing residential and commercial growth thanks to the construction of the First Coast Expressway. However, the Park is extremely difficult to access from the major roadways around the City: State Road (“SR”) 16 and U.S. Highway (“U.S.”) 17. Without the new linear facility, from SR 16 residents will travel south on South Oakridge Avenue roughly three-quarters of a mile down a narrow, two-lane residential road in order to access the Park. Alternatively, from U.S. 17, residents will travel roughly 0.5 miles on Cooks Lane, which is narrower than South Oakridge Avenue, and navigate four 90-degree blind curves and an at-grade railroad crossing. These two alternative entrances present safety concerns for existing residents in the area and future patrons of the Park.

Utility infrastructure in the area is also a problem. The Park is expected to contain multiple recreation fields for a variety of sports and a recreation room with concessions and bathrooms. These facilities will need water and sewer connections to accommodate the large crowds using the facilities—the capacity or funding to extend utilities for these improvements are not immediately available to the City. DR Horton’s development will solve this issue.

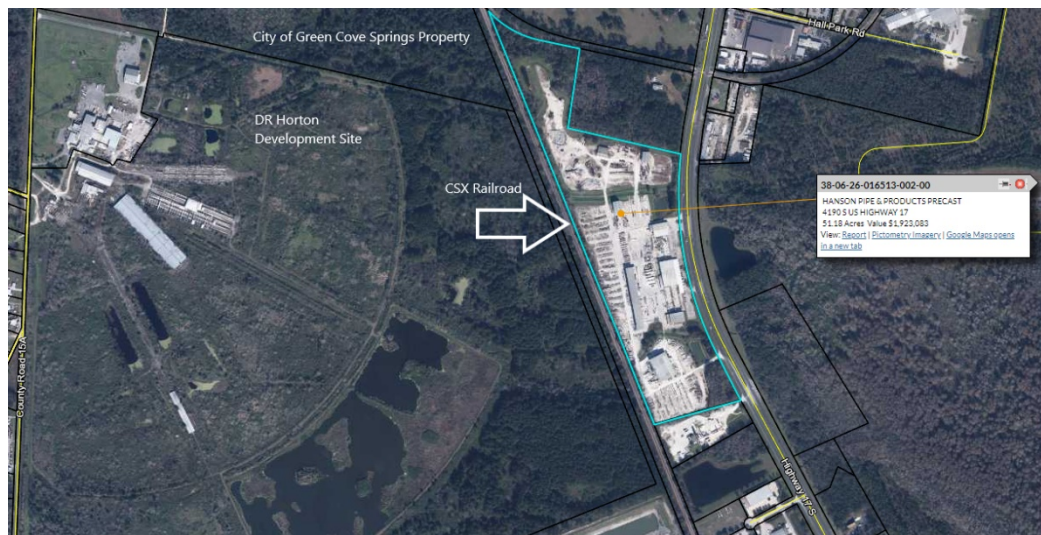
**Alternative Site Analysis:**

The Development Project’s location, while centrally located to the City, poses a unique challenge for alternative access. The First Coast Expressway (FCEW) and new intersection at U.S. 17 is the project’s southern boundary with a CSX rail line to the east. DR Horton reviewed four (4) alternative sites that would not require a linear facility through City of Green Cove Springs property, but due to acquisition/development costs, environmental, and safety concerns determined that other access points were not feasible. More importantly, none of the alternatives also provide safe and convenient access to the City Park.





- Option 1 Parcel ID: 38-06-26-016513-002-00
  - A logical route for access to the Development Project was +/- 50 acres to the east. The site was immediately rejected because the entirety of the property is developed as a precast facility.

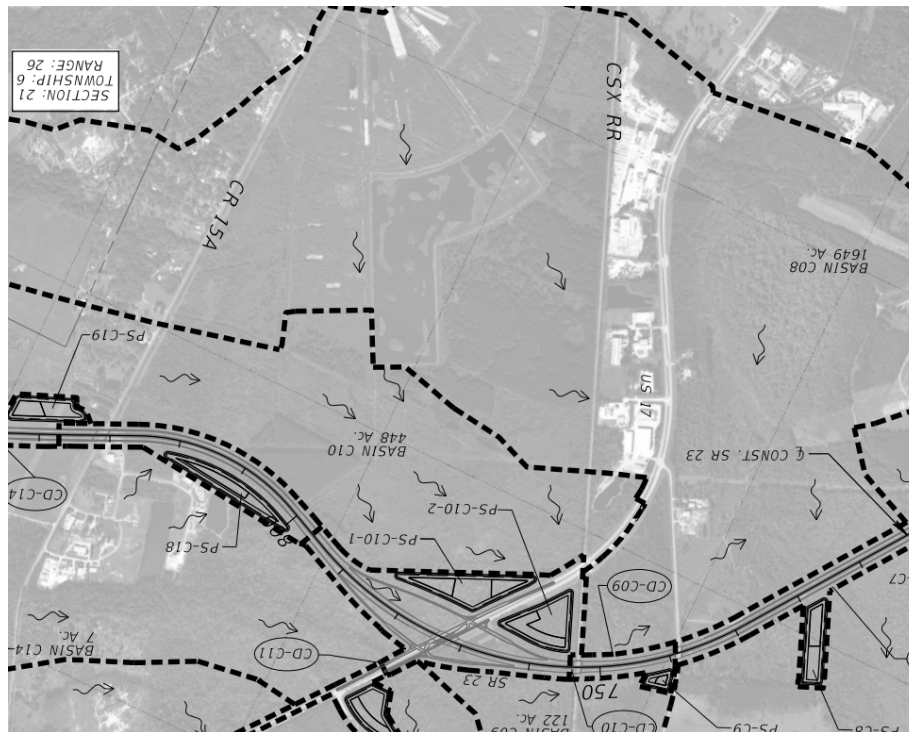


- Option 2 Parcel ID: 38-06-26-016513-011-00
  - Another point of access with potential connection to SR-17 is located to the southeastern property boundary. A connection to SR-17 could align with the existing CR-209 S intersection. However, the seller quoted ROW for a road at \$55 million.





- Option 3 Southern Connection to FCEW
  - The FCEW is a limited access highway currently under construction with a proposed cloverleaf intersection to tie into SR-17 & a fly over CR-15A along the southern boundary of the Development Project. The Florida Department of Transportation would not grant access to or from the project from the FCEW for safety concerns.



\*taken from approved FDOT plans

- Option 4 Existing Access via CR-15A
  - Access to the Development Project is still planned to be provided via CR-15A, however, there is limited ROW and bringing traffic for both the City park for a large mixed-use project poses a safety concern. City and County residents will still have no direct access to major roads which the City desires.





**\*North of DR Horton Property & Green Cove Springs Property to SR-16 & US-17**



**\*North of DR Horton Property & Green Cove Springs CR-16 & CR-15A (west property boundary)**



**\*South of DR Horton Property & Green Cove Springs @ CR-15A & SR-17 Intersection**



**Proposed Solution:**

Horton is proposing a mixed-use Development Project immediately south of the Park. The City and Horton are partnering to annex the Development Project property into the City. The annexation agreement includes direct access to U.S. 17 (Exhibit C). At its cost, Horton will bring utilities to the Park, dedicate approximately 8 acres to expand the Park and install the proposed improvements, and design and construct a road from U.S. 17 over the CSX railroad tracks and through the Park property for access to the Park the and Development Project. The 8 acres DR Horton is proposing to swap for the 5.18 acres with the City is roughly \$80,000 more valuable than the City owned property. This proposed solution will help to accelerate construction of the Park through increased City revenue from the additional tax base and provide safe, direct access to the Park for the benefit of the entire county.

The City of Green Cove Springs is working with Horton to accomplish the common goal of providing safe access to the Park when constructed. As previously mentioned, existing roads and rights of way provide access to the park site via narrow two-lane roads. DR Horton's linear facility is proposed to consist of a 100' of ROW with a divided 4 lane road and an 8' multiuse path that will connect CR-15A to SR-17 for pedestrians and bicycles. By providing safer access and interconnectivity, the City feels the Park will receive more use and demonstrates the need for linear facility in order to justify to the FCT that funds were appropriately used. Overall, the City will receive more property than they are giving up, have safer and easier access to the future Park, have utility infrastructure in place for future improvements, and improvements for active recreation on a portion of the Park property not originally intended.



# MAP SHOWING BOUNDARY SURVEY OF

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL "A" AND RECORDED IN OFFICIAL RECORDS BOOK 3316, PAGE 1098, OF THE PUBLIC RECORDS OF SAID COUNTY,

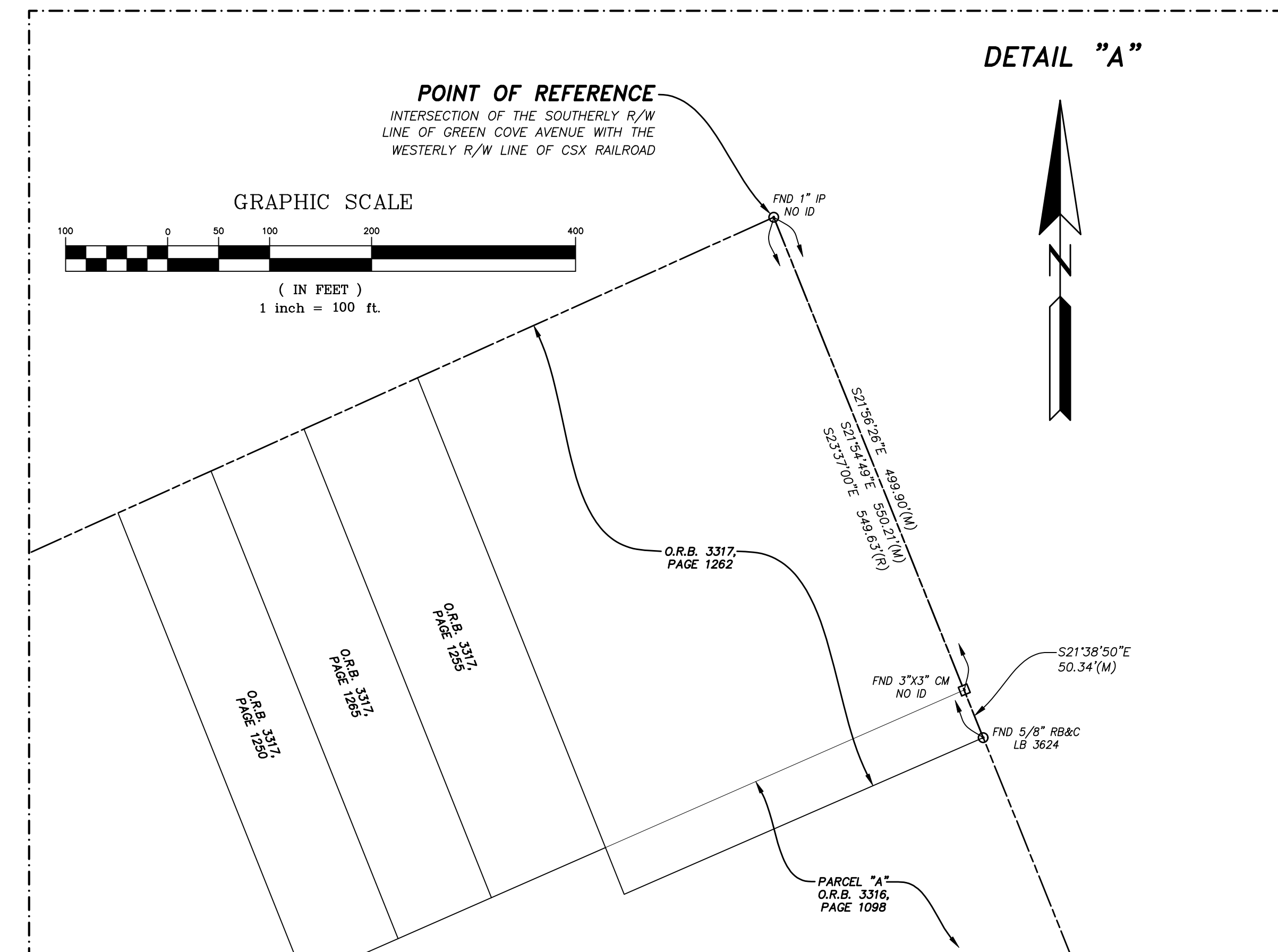
## SURVEYOR'S DESCRIPTION

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described as Parcel "A" and recorded in Official Records Book 3316, page 1098, of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established, with the Westerly right of way line of CSX Railroad, a 100 foot right of way as presently established; thence South 21°54'49" East, along said Westerly right of way line, 1424.74 feet to the Point of Beginning.

From said Point of Beginning, thence continue South 21°54'49" East, along said Westerly right of way line, 296.83 feet; thence South 68°05'11" West, departing said Westerly right of way line, 116.06 feet to the point of curvature of a curve concave Southeasterly having a radius of 425.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 22°49'06", an arc length of 169.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 56°40'38" West, 168.14 feet; thence South 45°16'05" West, 362.20 feet to the point of curvature of a curve concave Southeasterly having a radius of 1311.95 feet; thence Southwesterly along the arc of said curve, through a central angle of 05°52'33", an arc length of 134.54 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 42°19'49" West, 134.49 feet; thence Southerly along the arc of a non-tangent curve concave Easterly having a radius of 1150.00 feet, through a central angle of 17°35'55", an arc length of 353.22 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 21°40'14" West, 351.84 feet; thence South 12°52'16" West, 31.49 feet to a point lying on the Southerly line of said Parcel "A"; thence North 77°06'26" West, along said Southerly line, 100.00 feet; thence North 12°52'16" East, departing said Southerly line, 31.45 feet to the point of curvature of a curve concave Easterly having a radius of 1250.00 feet; thence Northerly along the arc of said curve, through a central angle of 17°35'55", an arc length of 383.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 21°40'14" East, 382.43 feet; thence Northeasterly along the arc of a non-tangent curve concave Southeasterly having a radius of 1441.24 feet, through a central angle of 05°53'59", an arc length of 148.34 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 26°05'53" East, 148.34 feet; thence North 29°02'53" East, 373.29 feet to the point of curvature of a curve concave Southeasterly having a radius of 517.02 feet; thence Northeasterly along the arc of said curve, through a central angle of 39°09'19", an arc length of 353.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 48°37'32" East, 346.49 feet; thence North 68°05'11" East, along a non-tangent line, 70.00 feet to the Point of Beginning.

Containing 5.18 acres, more or less.



LEGEND:  
O.R.B. OFFICIAL RECORDS BOOK  
R/W RIGHT OF WAY  
POC POINT ON CURVE  
PRC POINT OF REVERSE CURVATURE  
PT POINT OF TANGENCY  
R RADIUS  
Δ CENTRAL ANGLE  
L ARC LENGTH  
CB CHORD BEARING  
CH CHORD DISTANCE  
C.R. COUNTY ROAD  
F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION  
S.R. STATE ROAD  
S.R.D. STATE ROAD DEPARTMENT

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

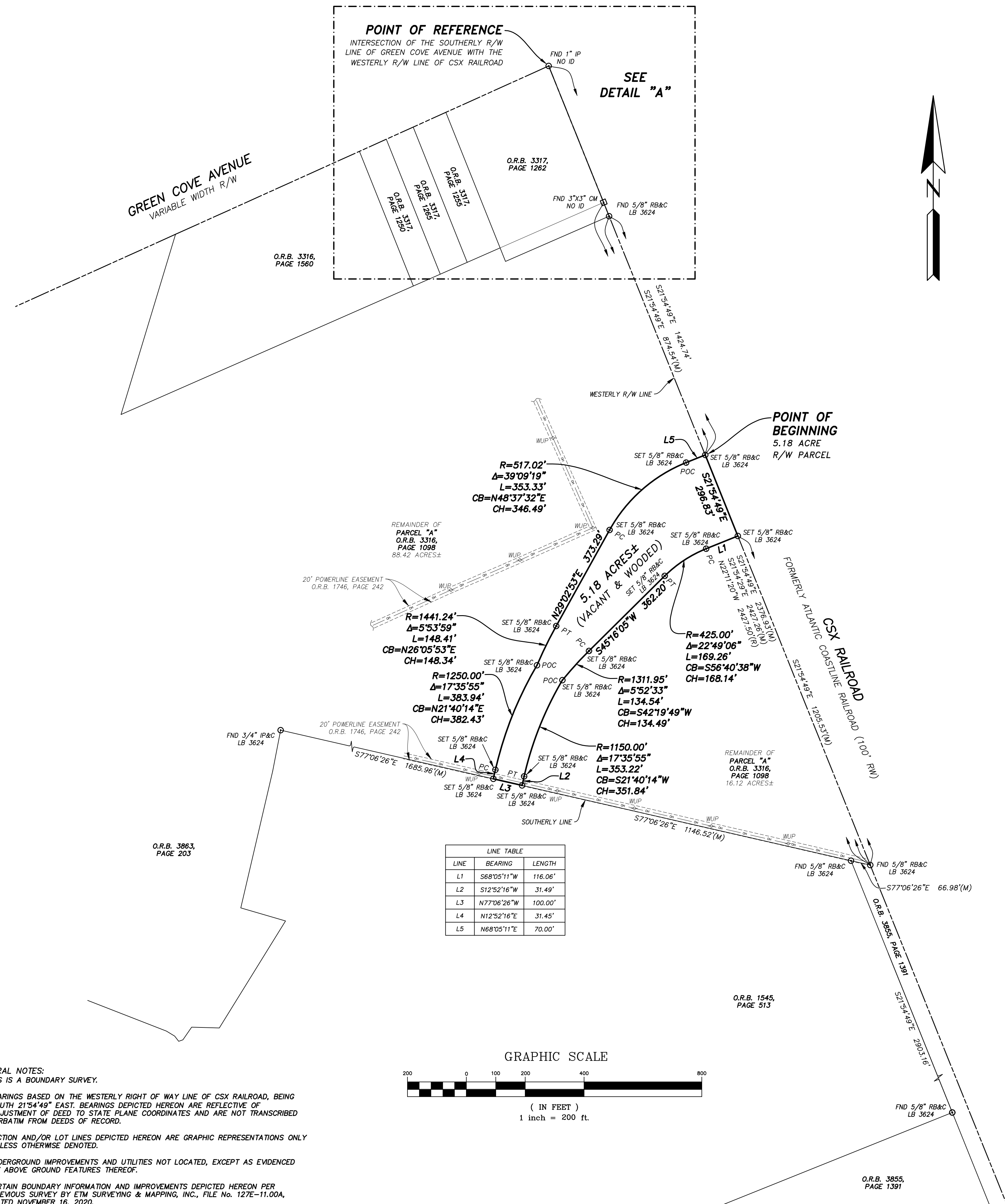
14775 Old St. Augustine Road, Jacksonville, FL 32258  
Tel: (904) 642-8550 Fax: (904) 642-4165  
Certificate of Authorization No.: LB 3624

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

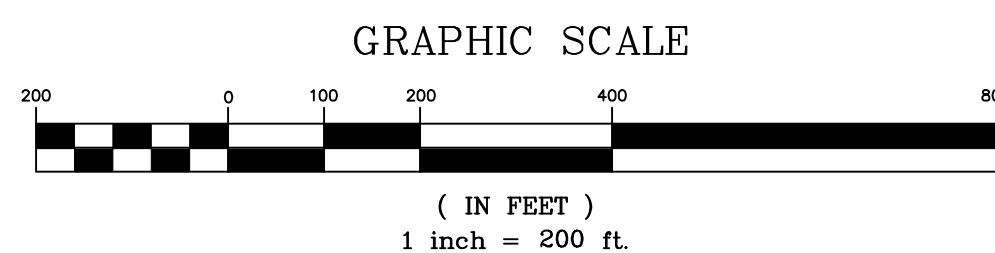
SCALE 1"=200'  
DATE MAY 21, 2021

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

COUNTY: CLAY ORDER NO.: 20.35501 FILE NO.: 127H-15.01D



| LINE | BEARING     | LENGTH  |
|------|-------------|---------|
| L1   | S68°05'11"W | 116.06' |
| L2   | S12°52'16"W | 31.49'  |
| L3   | N77°06'26"W | 100.00' |
| L4   | N12°52'16"E | 31.45'  |
| L5   | N68°05'11"E | 70.00'  |



- GENERAL NOTES:  
1) THIS IS A BOUNDARY SURVEY.  
2) BEARINGS BASED ON THE WESTERLY RIGHT OF WAY LINE OF CSX RAILROAD, BEING SOUTH 21°54'49" EAST. BEARINGS DEPICTED HEREON ARE REFLECTIVE OF ADJUSTMENT OF DEED TO STATE PLANE COORDINATES AND ARE NOT TRANSCRIBED VERBATIM FROM DEEDS OF RECORD.  
3) SECTION AND/OR LOT LINES DEPICTED HEREON ARE GRAPHIC REPRESENTATIONS ONLY UNLESS OTHERWISE DENOTED.  
4) UNDERGROUND IMPROVEMENTS AND UTILITIES NOT LOCATED, EXCEPT AS EVIDENCED BY ABOVE GROUND FEATURES THEREOF.  
5) CERTAIN BOUNDARY INFORMATION AND IMPROVEMENTS DEPICTED HEREON PER PREVIOUS SURVEY BY ETM SURVEYING & MAPPING, INC., FILE NO. 127E-11.00A, DATED NOVEMBER 16, 2020.



May 6, 2021

Work Order No. 20-355.01  
File No. 127H-15.01B

### **Ayrshire 8.01 Acre Parcel**

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

For a Point of Reference, commence at the intersection of the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established, with the Westerly right of way line of CSX Railroad, a 100 foot right of way as presently established; thence South  $21^{\circ}54'49''$  East, along said Westerly right of way line, 2927.14 feet to the Southeast corner of those lands described as Parcel "A" and recorded in Official Records Book 3316, page 1098, also being the Northeast corner of those lands described and recorded in Official Records Book 3855, page 1391, both of said Public Records; thence North  $77^{\circ}06'26''$  West, departing said Westerly right of way line and along the Northerly line of last said lands, 66.98 feet to the Northwest corner thereof and the Point of Beginning.

From said Point of Beginning, thence South  $21^{\circ}54'49''$  East, along the Westerly line of last said lands, 339.01 feet; thence North  $77^{\circ}06'26''$  West, departing said Westerly line, 1237.94 feet; thence South  $79^{\circ}30'12''$  West, 101.87 feet to a point on a non-tangent curve concave Easterly having a radius of 50.00 feet; thence Northerly along the arc of said curve, through a central angle of  $56^{\circ}15'04''$ , an arc length of 49.09 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $08^{\circ}01'32''$  West, 47.14 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 1050.00 feet, through a central angle of  $07^{\circ}13'44''$ , an arc length of 132.47 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $16^{\circ}29'08''$  East, 132.39 feet; thence North  $12^{\circ}52'16''$  East, 142.63 feet to a point lying on the Southerly line of said Parcel "A"; thence South  $77^{\circ}06'26''$  East, along said Southerly line, 1146.52 feet to the Point of Beginning.

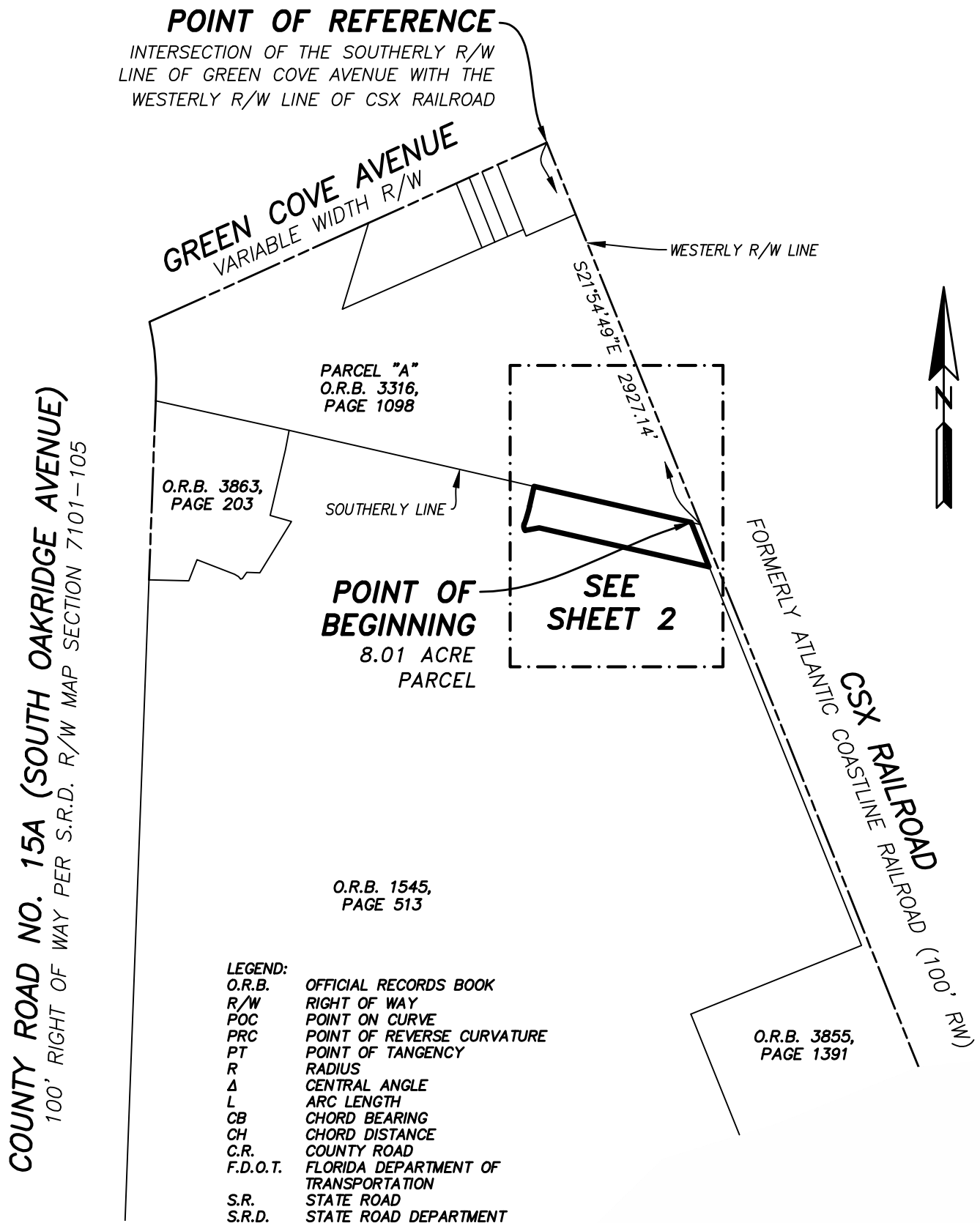
Containing 8.01 acres, more or less.



# SKETCH TO ACCOMPANY DESCRIPTION OF

Item #18.

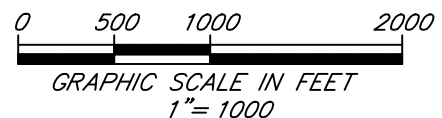
A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1545, PAGE 513, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



## SHEET 1 OF 2

### GENERAL NOTES:

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



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

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

SCALE: 1"=1000'  
DATE: MAY 6, 2021

BOB L. PITTMAN  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE of FLORIDA PSM N







May 4, 2021

Work Order No. 20-355.01

File No. 127H-15.01A

### **Ayrshire 5.18 Acre Right of Way Parcel**

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described as Parcel "A" and recorded in Official Records Book 3316, page 1098, of the Public Records of said county, being more particularly described as follows:

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From said Point of Beginning, thence continue South  $21^{\circ}54'49''$  East, along said Westerly right of way line, 296.83 feet; thence South  $68^{\circ}05'11''$  West, departing said Westerly right of way line, 116.06 feet to the point of curvature of a curve concave Southeasterly having a radius of 425.00 feet; thence Southwesterly along the arc of said curve, through a central angle of  $22^{\circ}49'06''$ , an arc length of 169.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $56^{\circ}40'38''$  West, 168.14 feet; thence South  $45^{\circ}16'05''$  West, 362.20 feet to the point of curvature of a curve concave Southeasterly having a radius of 1311.95 feet; thence Southwesterly along the arc of said curve, through a central angle of  $05^{\circ}52'33''$ , an arc length of 134.54 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $42^{\circ}19'49''$  West, 134.49 feet; thence Southerly along the arc of a non-tangent curve concave Easterly having a radius of 1150.00 feet, through a central angle of  $17^{\circ}35'55''$ , an arc length of 353.22 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $21^{\circ}40'14''$  West, 351.84 feet; thence South  $12^{\circ}52'16''$  West, 31.49 feet to a point lying on the Southerly line of said Parcel "A"; thence North  $77^{\circ}06'26''$  West, along said Southerly line, 100.00 feet; thence North  $12^{\circ}52'16''$  East, departing said Southerly line, 31.45 feet to the point of curvature of a curve concave Easterly having a radius of 1250.00 feet; thence Northerly along the arc of said curve, through a central angle of  $17^{\circ}35'55''$ , an arc length of 383.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $21^{\circ}40'14''$  East, 382.43 feet; thence Northeasterly along the arc of a non-tangent curve concave Southeasterly having a radius of 1441.24 feet, through a central angle of  $05^{\circ}53'59''$ , an arc length of 148.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $26^{\circ}05'53''$  East, 148.34 feet; thence North  $29^{\circ}02'53''$  East, 373.29 feet to the point of curvature of a curve concave Southeasterly having a radius of 517.02 feet; thence Northeasterly along the arc of said curve, through a central angle of  $39^{\circ}09'19''$ , an arc length of 353.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $48^{\circ}37'32''$  East, 346.49 feet; thence North  $68^{\circ}05'11''$  East, along a non-tangent line, 70.00 feet to the Point of Beginning.

Containing 5.18 acres, more or less.



May 6, 2021

Work Order No. 20-355.01  
File No. 127H-15.01B

**Ayrshire 8.01 Acre Parcel**

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

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Containing 8.01 acres, more or less.



# APPRAISAL REPORT

D.R. HORTON PROPOSED SUBDIVISION (AYRSHIRE) -  
LAND SWAP  
EAST SIDE OF CR 15A AND JERSEY AVENUE  
GREEN COVE SPRINGS, FLORIDA 32043  
CBRE GROUP, INC. FILE NO. 21-361RW-0227-1

AS OF JULY 5, 2021

D.R. HORTON  
MR. JOHN GISLASON  
REAL ESTATE COORDINATOR  
4220 RACE TRACK ROAD  
ST. JOHNS, FLORIDA 32259



## VALUATION &amp; ADVISORY SERVICES



806 Riverside Avenue  
Jacksonville, FL 32204

T +1 9043672011  
www.cbre.com

July 12, 2021

Mr. John Gislason  
Real Estate Coordinator  
D.R. HORTON  
4220 Race Track Road  
St. Johns, Florida 32259

RE: Appraisal of: D.R. Horton Proposed Subdivision (Ayrshire) - Land Swap  
East side of CR 15A and Jersey Avenue  
Green Cove Springs, Clay County, Florida  
CBRE, Inc. File No. 21-361RW-0227-1

Dear Mr. Gislason:

At your request and authorization, I have prepared an appraisal of the market value of the referenced property. The analysis is presented in the following Appraisal Report.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

My opinion of market value of the swap parcels as of July 5, 2021 is \$129,500 for the City of Green Cove Springs Swap Parcel and \$200,250 D.R. Horton Proposed Subdivision Swap Parcel.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, please contact me.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES

A handwritten signature in blue ink that reads "Nick Chop".

---

Nick Chop, MAI, R/W-AC  
Director – Southeast Division  
Cert Gen RZ2660  
Phone: +1 9043672011  
Email: Nick.Chop@cbre.com



## Certification

I certify to the best of my knowledge and belief:

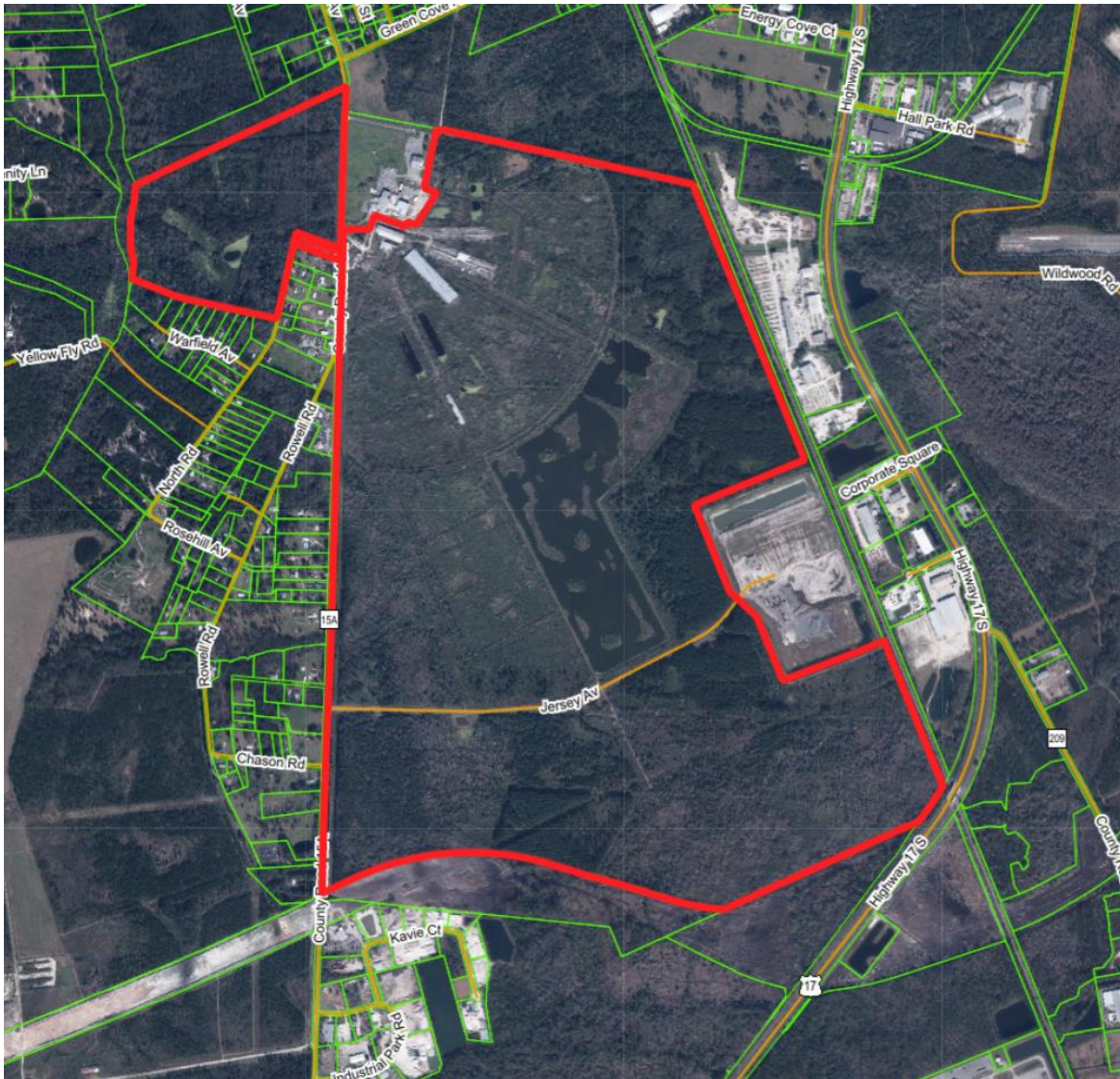
1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Florida.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Nick Chop, MAI, R/W-AC has completed the continuing education program for Designated Members of the Appraisal Institute.
11. Nick Chop, MAI, R/W-AC has made a personal inspection of the property that is the subject of this report.
12. Justin S. Markley, MAI, CCIM provided significant real property appraisal assistance to the person signing this report.
13. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of my routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
14. Nick Chop, MAI, R/W-AC has not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding agreement to perform this assignment.



Nick Chop, MAI, R/W-AC  
Cert Gen RZ2660 \_



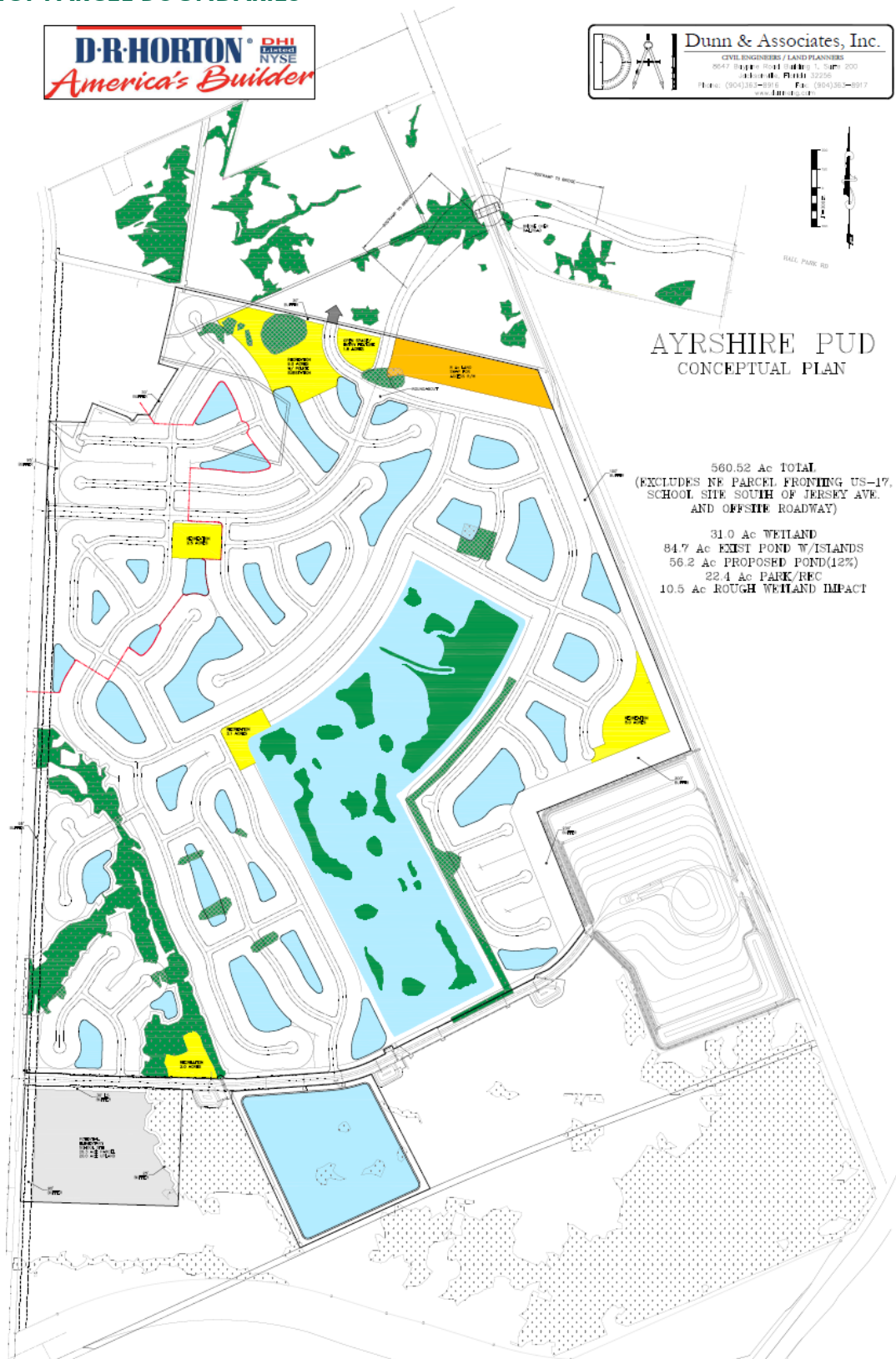
## Subject Photographs



Aerial View – Parent Tract



# SUBJECT PARCEL BOUNDARIES







Subject Site



Subject Site



Subject Road Frontage



Subject Site



Subject Site



Subject Site



## Executive Summary

|                                       |  |               |
|---------------------------------------|--|---------------|
| <b>Property Name</b>                  | D.R. Horton Proposed Subdivision (Ayrshire) - Land Swap                            |               |
| <b>Location</b>                       | East side of CR 15A and Jersey Avenue<br>Green Cove Springs, Clay County, FL 32043 |               |
| <b>Parcel Number(s)</b>               | 38-06-26-016515-000-00 (portion of)  |               |
| <b>Client</b>                         | D.R. Horton  |               |
| <b>Highest and Best Use</b>           | Single-family Residential  |               |
| As If Vacant                          |  |               |
| <b>Property Rights Appraised</b>      | Fee Simple Estate  |               |
| <b>Date of Formal Inspection</b>      | July 5, 2021   |               |
| <b>Date of Most Recent Inspection</b> | July 5, 2021   |               |
| <b>Date of Value</b>                  | July 5, 2021   |               |
| <b>Estimated Exposure Time</b>        | 9 Months   |               |
| <b>Estimated Marketing Time</b>       | 9 Months   |               |
| <b>Gross Land Area</b>                | 560.520 AC   | 24,416,251 SF |
| <b>Net Land Area*</b>                 | 444.820 AC   | 19,376,359 SF |
| <b>Zoning</b>                         | AG (Agricultural) & IS (Industrial Select)   |               |
| <b>Buyer Profile</b>                  | Developer  |               |

\*Land area net of wetlands and existing pond with islands

### EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”<sup>1</sup>

- The subject property is a portion of a larger parent tract of approximately 946± AC in size. It is assumed the subject property could be separately divided to a 560.52± AC tract as represented on a conceptual plan provided by the client. I have assumed access to the site to be available from the west via County Road 15A and from the south via Jersey Avenue. Proposed access from the east will be via U.S. Highway 17 (across adjacent lands).
- The subject property currently has an AG (Agricultural) and IS (Industrial Select) zoning. I am assuming it is reasonably probable that a zoning change could be obtained to allow single-family residential development.
- I was not able to inspect the subject property site that is a proposed for the land swap. My inspection was limited to the adjacent right of ways. I have assumed the topography and condition of the subject site is suitable for single-family residential development.

<sup>1</sup> The Appraisal Foundation, USPAP, 2020-2021



## HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis.”<sup>2</sup>

- The 5.18± of land area owned by the City of Green Cove Springs currently has a Green Cove Springs Municipal zoning and is not a developable tract of land under its highest and best use. For the purpose of this analysis, I have valued this land area as if it could be developed under its current highest and best use of a single-family residential use, similar to the subject parcel.

The use of an extraordinary assumption or hypothetical condition may have affected the assignment results.

## OWNERSHIP AND PROPERTY HISTORY

| OWNERSHIP SUMMARY        |                          |
|--------------------------|--------------------------|
| Item                     | Current                  |
| <b>Current Ownership</b> |                          |
| Owner:                   | Gustafson's Cattle, Inc. |
| Purchase Price:          | N/A                      |
| Transaction Date:        | N/A                      |
| County/Locality Name:    | Clay                     |

The last transaction of the subject property was between related parties. D.R. Horton currently has the subject property under contract for an undisclosed sales price. The subject property has a conceptual site plan in place for development of a 2,100-unit residential subdivision known as Ayrshire.

## EXPOSURE/MARKETING TIME

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often used. The exposure/marketing time is a function of price, time, and use. It is not an isolated estimate of time alone. In consideration of these factors, I have analyzed the following:

- the opinions of market participants.

The following table presents the information derived from these sources.

<sup>2</sup> The Appraisal Foundation, USPAP, 2020-2021



| EXPOSURE/MARKETING TIME DATA     |                         |        |         |
|----------------------------------|-------------------------|--------|---------|
| Investment Type                  | Exposure/Mktg. (Months) |        |         |
|                                  | Range                   |        | Average |
| Local Market Professionals       | 6.0                     | - 12.0 | 9.0     |
| <b>Exposure Time Estimate</b>    | <b>9 Months</b>         |        |         |
| <b>Marketing Period Estimate</b> | <b>9 Months</b>         |        |         |



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| B Legal Description                       |      |
| C Qualifications                          |      |



## Scope of Work

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2 of USPAP. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied. I have abbreviated the parent tract to the subject site that is proposed for the Ayrshire subdivision. This abbreviated area excludes the northwest non-contiguous portion of the site as well as the area south of Jersey Avenue.

### DATE OF VALUE

The date of value is July 5, 2021.

### INTENDED USE OF REPORT

The intended use of the appraisal is for D.R. Horton to use as a basis for establishing market value of the property by D.R. Horton for the planned land swap with the City of Green Cove Springs.

### CLIENT

The client is D.R. Horton.

### INTENDED USER OF REPORT

This appraisal is to be used by D.R. Horton. No other user(s) may rely on this report unless as specifically indicated in this report.

Intended Users - the intended user is the person (or entity) who the appraiser intends will use the results of the appraisal. The client may provide the appraiser with information about other potential users of the appraisal, but the appraiser ultimately determines who the appropriate users are given the appraisal problem to be solved. Identifying the intended users is necessary so that the appraiser can report the opinions and conclusions developed in the appraisal in a manner that is clear and understandable to the intended users. Parties who receive or might receive a copy of the appraisal are not necessarily intended users. The appraiser's responsibility is to the intended users identified in the report, not to all readers of the appraisal report.<sup>3</sup>

### PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to develop and report an opinion of market value.

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<sup>3</sup> Appraisal Institute, *The Appraisal of Real Estate*, 14<sup>th</sup> ed. (Chicago: Appraisal Institute, 2013), 50.



## DEFINITION OF VALUE

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>4</sup>

## INTEREST APPRAISED

The rights appraised for the parent tract are those associated with Fee Simple Estate as defined below:

*Fee Simple Estate* - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.<sup>5</sup>

## Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address
- assessor's records
- legal description

## Extent to Which the Property is Inspected

The formal property inspection consisted of inspecting the subject property (exterior only) from the adjacent right of way as well as photographing the subject site and road frontages.

## Type and Extent of the Data Researched

The following was reviewed:

- applicable tax data
- zoning requirements

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<sup>4</sup> Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472.

<sup>5</sup> Appraisal Institute, The Dictionary of Real Estate Appraisal, 6<sup>th</sup> ed. (Chicago: Appraisal Institute, 2015), 90.



- flood zone status
- demographics
- comparable data

### Type and Extent of Analysis Applied

Market data was gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. For vacant land, the sales comparison approach has been employed for this assignment.

### Data Resources Utilized in the Analysis

| DATA SOURCES     |  |
|------------------|--|
| Item:            | Source(s):   |
| <b>Site Data</b> |  |
| Size             | Conceptual Site plan and descriptions provided by Client |
| <b>Other</b>     |  |
| Ownership        | Clay County Clerk of Court                               |

### APPRAISAL METHODOLOGY

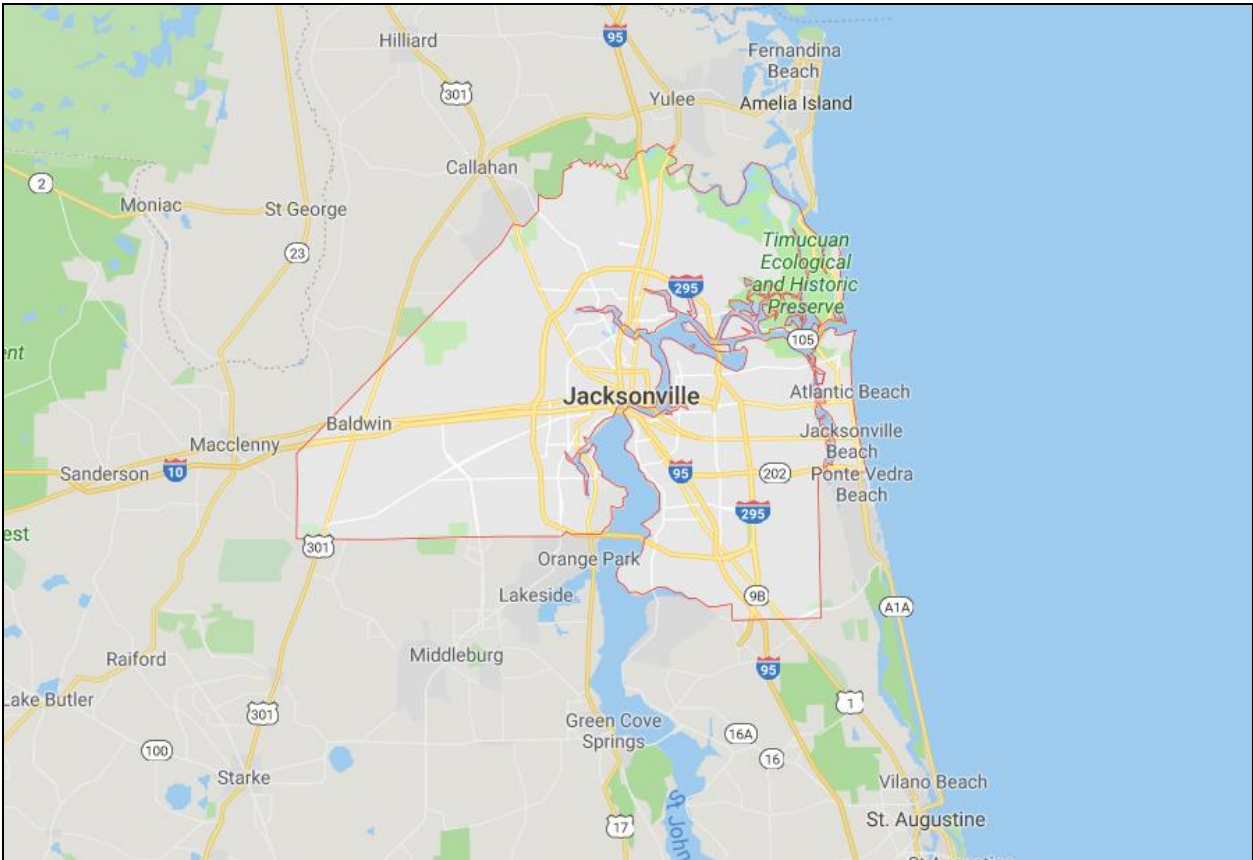
I have utilized the Sales Comparison Approach "as vacant" to value the subject site. The Sales Comparison Approach "as improved," the Income Capitalization Approach, and the Cost Approach were not applicable in the valuation of the subject property.

### APPRAISAL PROBLEM

The appraisal problem includes providing an opinion of the market value of the subject property based upon its highest and best use (as vacant) for a land swap with the City of Green Cove Springs. The city owned parcel of land is located adjacent and to the north of the subject. The intent of the city land is to construct a municipal park. D.R. Horton currently has the subject property (owned by Gustafson's Cattle, Inc.) under contract for an undisclosed sales price. Information provided indicates a conceptual site plan in place for development of a 2,100-unit residential subdivision known as Ayrshire. The land swap with the City of Green Cove Springs will give the proposed subdivision an access point from the west side of U.S. Highway 17 over the adjacent CSX Railroad. D.R. Horton intends to give the City of Green Cove Springs  $8.01 \pm$  AC of land in exchange for  $5.18 \pm$  AC of land from the City of Green Cove Springs.



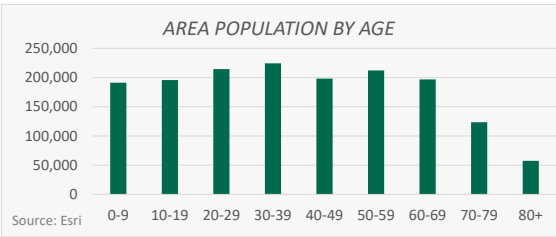
Area Analysis



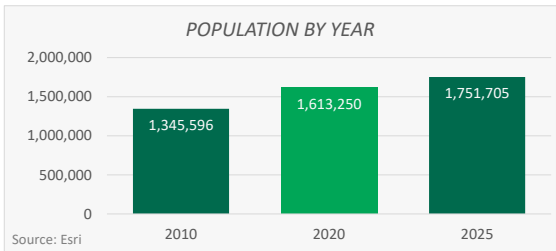
The subject is located in the Jacksonville, FL Metropolitan Statistical Area. Key information about the area is provided in the following tables.

POPULATION

The area has a population of 1,613,250 and a median age of 39, with the largest population group in the 30-39 age range and the smallest population in 80+ age range.



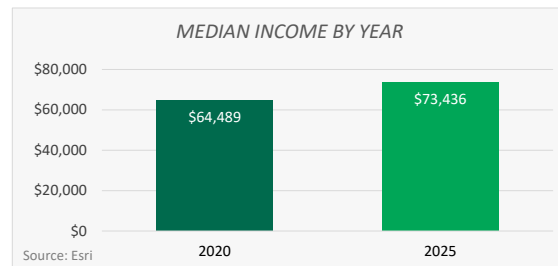
Population has increased by 267,654 since 2010, reflecting an annual increase of 1.8%. Population is projected to increase by an additional 138,455 by 2025, reflecting 1.7% annual population growth.





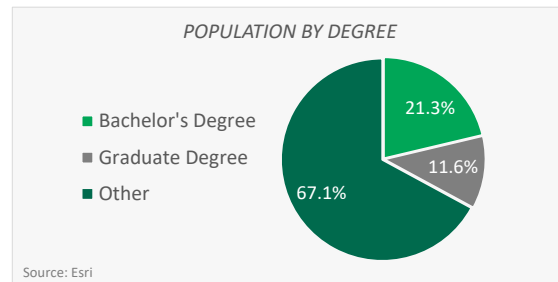
## INCOME

The area features an average household income of \$89,648 and a median household income of \$64,489. Over the next five years, median household income is expected to increase by 13.9%, or \$1,789 per annum.

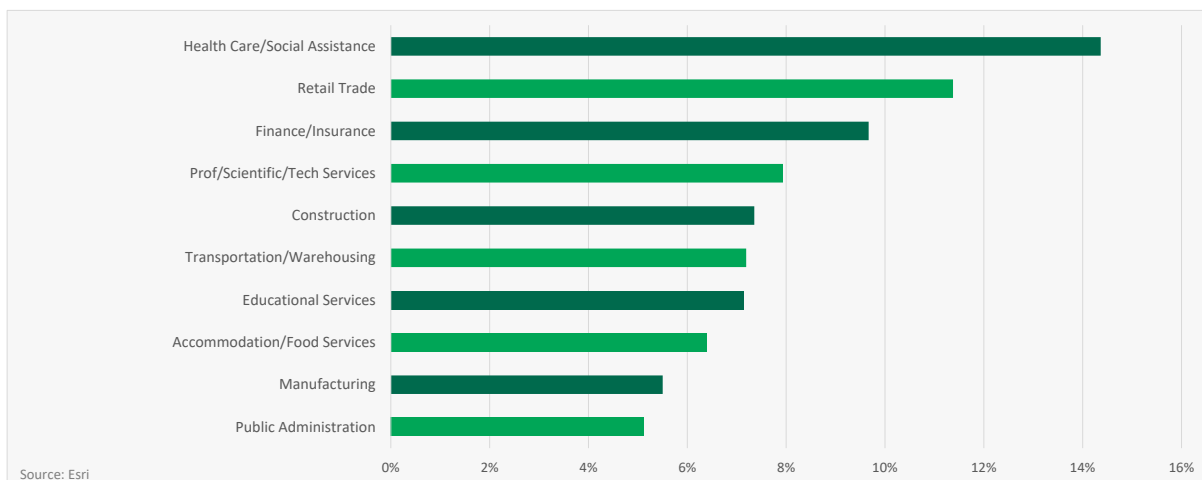


## EDUCATION

A total of 32.9% of individuals over the age of 24 have a college degree, with 21.3% holding a bachelor's degree and 11.6% holding a graduate degree.



## EMPLOYMENT



The area includes a total of 760,517 employees and has a 3.9% unemployment rate as of 2019. The top three industries within the area are Health Care/Social Assistance, Retail Trade and Finance/Insurance, which represent a combined total of 35% of the population.

In summary, the area is forecasted to experience an increase in population, an increase in household income, and an increase in household values.



## Neighborhood Analysis



### LOCATION

The subject is in the city of Green Cove Springs and is considered a semi-rural location in a tertiary market. The city of Green Cove Springs is situated in southeast Clay County, about 25 miles southwest of the Jacksonville Central Business District.

### LAND USE

Land uses within the subject neighborhood consist of a mixture of residential, commercial, industrial, and an abundance of vacant land. The immediate area surrounding the subject is a semi-rural, consisting primarily of dispersed residential uses with much of the development being built during the 1970s and 1980s as well as a minimal amount of industrial. The subject is located within a small industrial park of approximately a dozen parcels, many of which are utilized for similar concrete and/or construction uses. Outside of the park are widely scattered single family homes. According to information obtained from ESRI the average home was built in 1982 with an average home value within a three-mile radius is \$155,603.



## GROWTH PATTERNS

The neighborhood in its entirety has experienced positive growth since 2000. However, this has mainly occurred to the north in Orange Park and to the west near Lake Asbury. This is primarily due to increased growth in sprawling Jacksonville market area, with residents moving further away from the core areas.

Overall, the subject neighborhood appears to be about 50% developed, with an abundance of land available for future development. Generally, it appears that there is retail/commercial land as well as an abundance of industrial land available in the subject neighborhood for future development.

## ACCESS

Primary access to the subject neighborhood is provided by State Road 16 and Highway 17. Interstate Highway 17, also known as Park Avenue and Orange Avenue, is primarily a four-lane, variable width right-of-way, traversing the neighborhood in a north-south direction. This arterial connects the subject neighborhood with the City of Jacksonville to the north, and the City of Palatka to the south. State Road 16 provides east-west access to the area. This arterial connects the subject neighborhood with the City of Starke to the west and the City of St. Augustine to the east.

Regional access is provided by Interstate 95 via State Road 16 approximately 20 miles to the southeast of the subject. Interstate 95 is six-lane thoroughfare which traverses the Jacksonville MSA in a north-south direction in the vicinity of the subject property. Interstate 95 provides direct linkages with the Jacksonville MSA to the north and the Miami MSA to the far south. As well, there is a full-service interchange between U.S. 17 and Interstate 295 approximately 15 miles north of the subject property. Overall, access to the subject neighborhood is considered average.

### First Coast Expressway

The First Coast Expressway (FCE, SR 23) is a multi-lane, limited access toll road that, once completed, will cross parts of Duval, Clay and St. Johns counties. The total length of the proposed roadway is approximately 46 miles. The planned route has the expressway passing immediately north of the subject property with a full interchange with US Highway 17. This new expressway will greatly improve the linkage characteristics of the subject with direct access to Interstate 95 and Interstate 10. While portions of the project are under construction, and nearing completion, the central segment, which includes the area around the subject, is nearing completion of the right-of-way purchase with construction anticipated to start in mid-2019 and completion currently estimated in 2026. The eastern portion of the site, over the St. Johns River and East to Interstate 95 is not anticipated to begin construction until 2023.



## DEMOGRAPHICS

Selected neighborhood demographics in 1-,3- and 5- mile radii from the subject are shown in the following table:

| <b>SELECTED NEIGHBORHOOD DEMOGRAPHICS</b>                             |               |               |               |                                  |
|---|---------------|---------------|---------------|----------------------------------|
| East side of CR 15A and Jersey Avenue<br>Green Cove Springs, FL 32043 | 1 Mile Radius | 3 Mile Radius | 5 Mile Radius | Jacksonville, FL<br>Metropolitan |
| <b>Population</b>   |               |               |               |                                  |
| 2025 Total Population   | 2,184         | 11,990        | 18,688        | 1,751,705                        |
| 2020 Total Population   | 2,082         | 10,972        | 16,756        | 1,613,250                        |
| 2010 Total Population   | 1,924         | 9,245         | 12,720        | 1,345,596                        |
| 2000 Total Population   | 1,920         | 7,644         | 10,138        | 1,122,750                        |
| Annual Growth 2020 - 2025   | 0.96%         | 1.79%         | 2.21%         | 1.66%                            |
| Annual Growth 2010 - 2020   | 0.79%         | 1.73%         | 2.79%         | 1.83%                            |
| Annual Growth 2000 - 2010   | 0.02%         | 1.92%         | 2.29%         | 1.83%                            |
| <b>Households</b>   |               |               |               |                                  |
| 2025 Total Households   | 810           | 4,355         | 6,911         | 679,817                          |
| 2020 Total Households   | 771           | 3,969         | 6,178         | 626,212                          |
| 2010 Total Households   | 716           | 3,355         | 4,666         | 524,146                          |
| 2000 Total Households   | 707           | 2,846         | 3,785         | 432,627                          |
| Annual Growth 2020 - 2025   | 0.99%         | 1.87%         | 2.27%         | 1.66%                            |
| Annual Growth 2010 - 2020   | 0.74%         | 1.69%         | 2.85%         | 1.80%                            |
| Annual Growth 2000 - 2010   | 0.13%         | 1.66%         | 2.11%         | 1.94%                            |
| <b>Income</b>   |               |               |               |                                  |
| 2020 Median Household Income  | \$46,543      | \$62,249      | \$68,533      | \$64,489                         |
| 2020 Average Household Income   | \$52,757      | \$81,429      | \$93,891      | \$89,648                         |
| 2020 Per Capita Income  | \$19,549      | \$29,611      | \$34,451      | \$34,921                         |
| 2020 Pop 25+ College Graduates  | 139           | 1,760         | 3,100         | 371,135                          |
| Age 25+ Percent College Graduates - 2020                              | 10.0%         | 22.6%         | 25.8%         | 32.9%                            |
| Source: ESRI  |               |               |               |                                  |

## CONCLUSION

Overall, the subject neighborhood currently has a middle-income demographic profile. Generally, the neighborhood is expected to remain stable with positive growth in the foreseeable future. As a result, the demand for existing developments is expected to be generally stable.

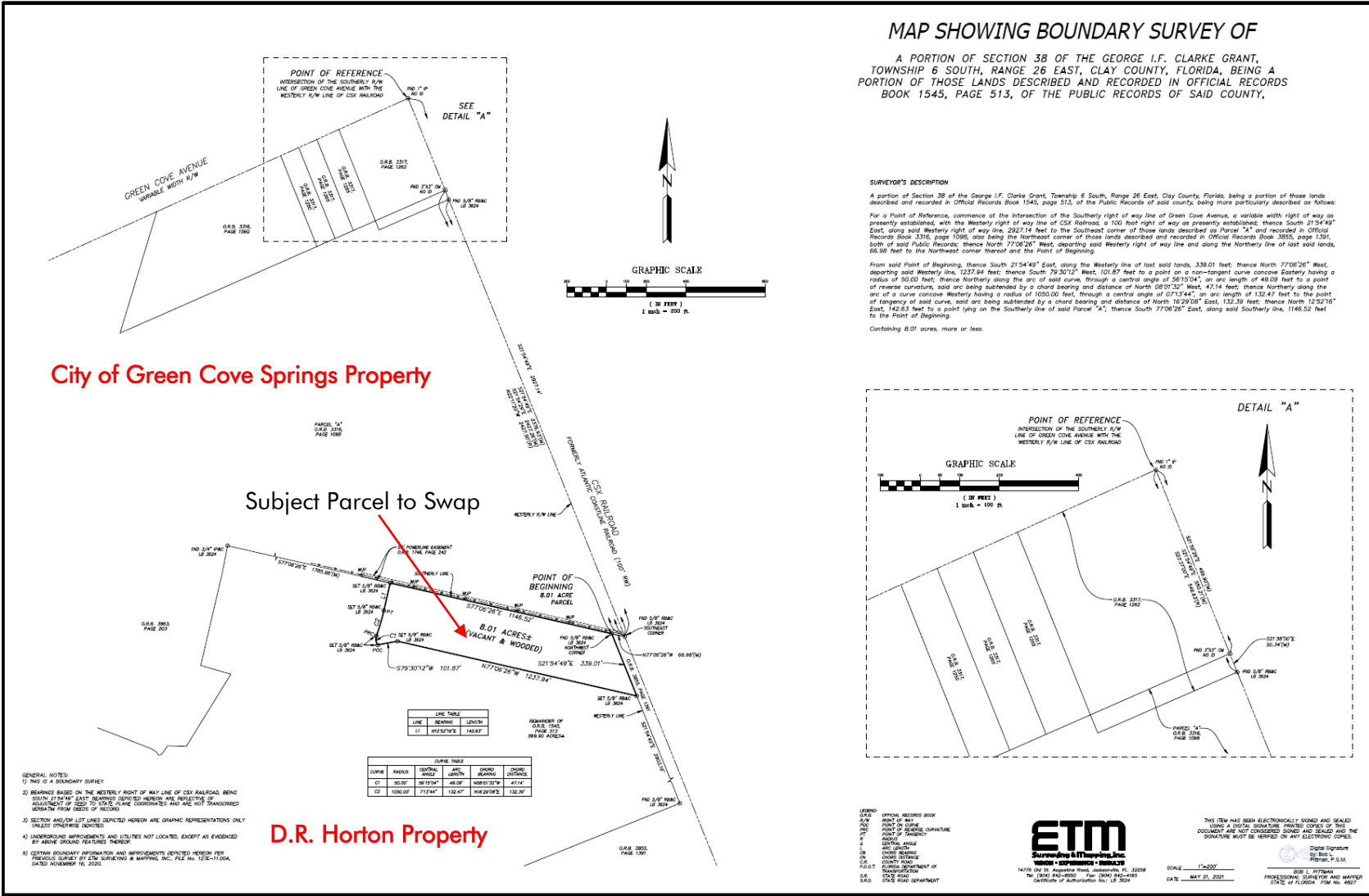


## PARCEL SKETCH – PARENT TRACT



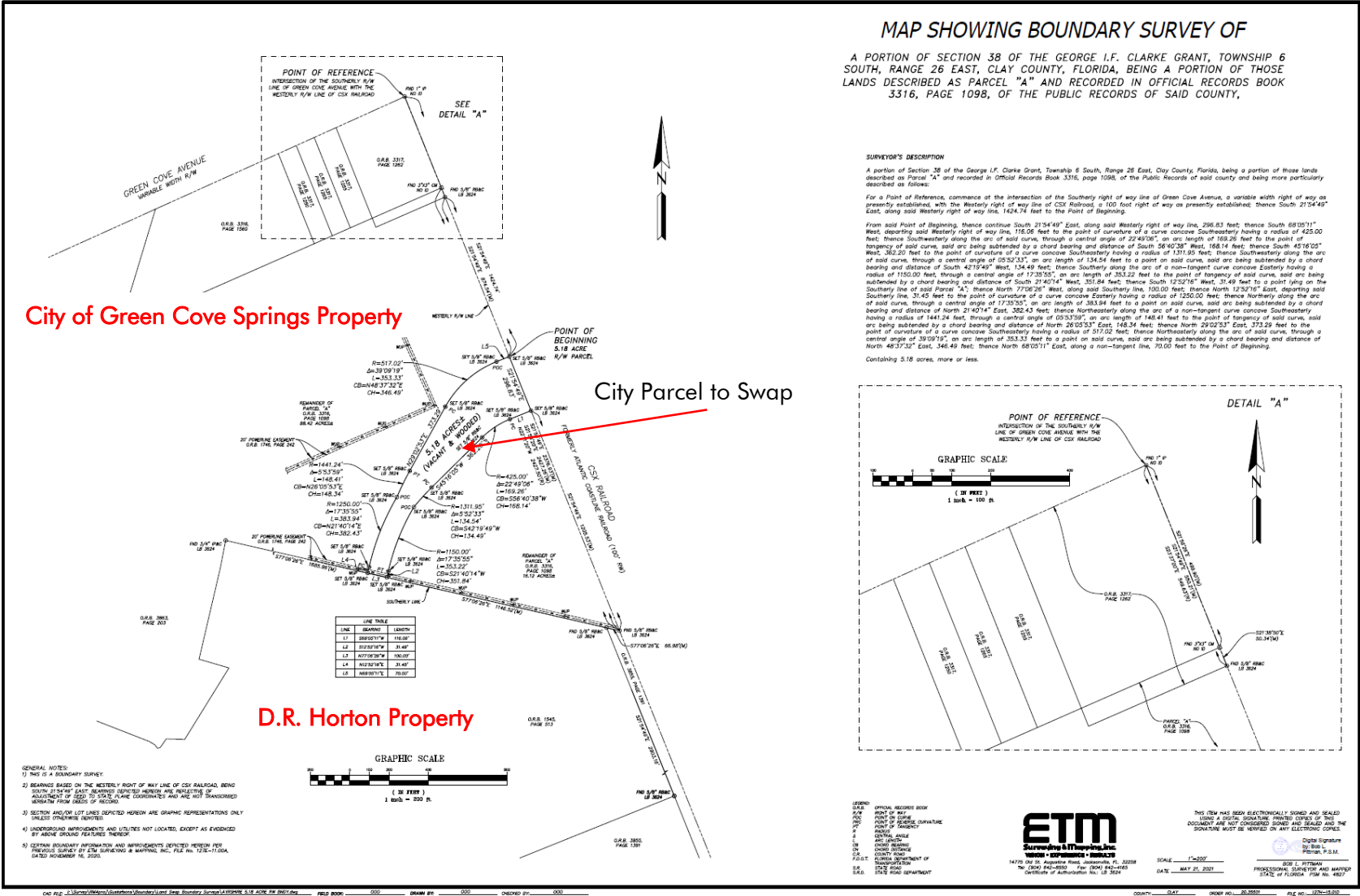


SUBJECT SWAP PARCEL – 8.01 AC



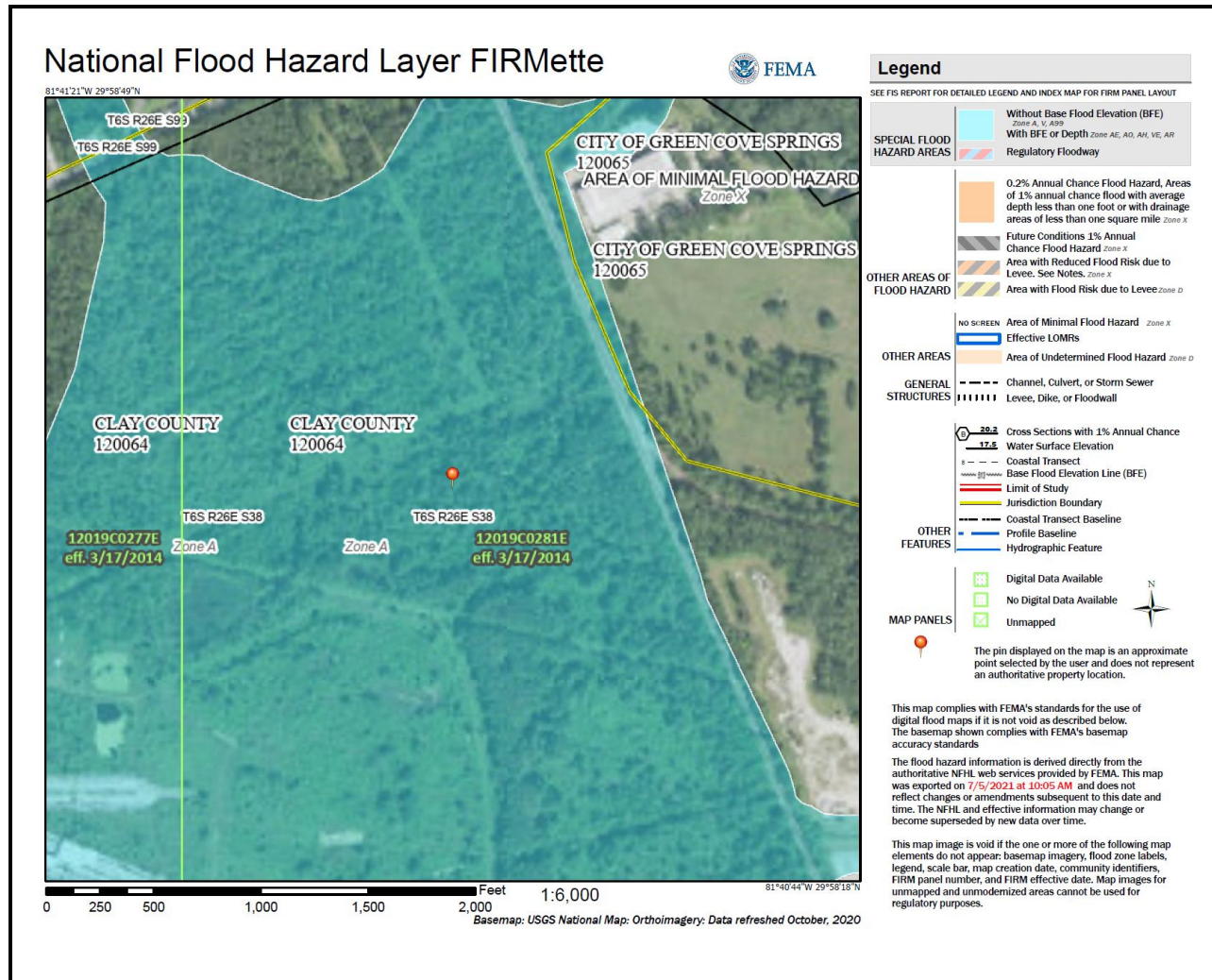


CITY OF GREEN COVE SPRINGS SWAP PARCEL- 5.18 AC





## FLOOD PLAIN MAP





## Site Analysis

The following chart summarizes the salient characteristics of the subject site.

| SITE SUMMARY AND ANALYSIS   |  |                      |                       |
|-----------------------------|--|----------------------|-----------------------|
| <b>Physical Description</b> |  |                      |                       |
| Gross Land Area             | 560.520 Acres                              | 24,416,251 Sq. Ft.   |                       |
| Net Land Area               | 444.820 Acres                              | 19,376,359 Sq. Ft.   |                       |
| Primary Road Frontage       | County Road 15A                            |                      |                       |
| Shape                       | Irregular                                  |                      |                       |
| Topography                  | Generally Level                            |                      |                       |
| Parcel Number(s)            | 38-06-26-016515-000-00 (portion of)        |                      |                       |
| Zoning District             | AG (Agricultural) & IS (Industrial Select) |                      |                       |
| Flood Map Panel No. & Date  | 12019C0281E                                | March 17, 2014       |                       |
| Flood Zone                  | Zone A                                     |                      |                       |
| Adjacent Land Uses          | Residential & Agricultural uses            |                      |                       |
| <b>Comparative Analysis</b> |  | <b><u>Rating</u></b> |                       |
| Visibility                  | Average                                    |                      |                       |
| Functional Utility          | Average                                    |                      |                       |
| Traffic Volume              | Average                                    |                      |                       |
| Adequacy of Utilities       | Assumed Adequate                           |                      |                       |
| Drainage                    | Assumed Adequate                           |                      |                       |
| <b>Other</b>                | <b><u>Yes</u></b>                          | <b><u>No</u></b>     | <b><u>Unknown</u></b> |
| Detrimental Easements       |  | X                    |                       |
| Encroachments               |  |                      | X                     |
| Deed Restrictions           |  | X                    |                       |
| Reciprocal Parking Rights   |  | X                    |                       |

### LOCATION

The subject is located along the east side of County Road 15A in Green Cove Springs, Florida (Clay County) along the north side of Jersey Avenue.

### LAND AREA

The land area size of the parent tract was obtained via Clay County Property Appraiser and the area of the subject site was obtained via a conceptual site plan provided by the client.

### SHAPE AND FRONTAGE

The site is an irregular shape and has direct frontage along the east side of County Road 15A.



## INGRESS/EGRESS

Ingress and egress are available to the site via County Road 15A from the west and Jersey Avenue from the south. Proposed access from the east will be via U.S. Highway 17 (across adjacent lands).

## TOPOGRAPHY AND DRAINAGE

The site is generally level and at street grade. The topography of the site is not seen as an impediment to the development of the property. Stormwater management is handled on-site if newly developed. The subject property contains approximately  $31.00 \pm$  AC of wetlands throughout the site. The site contains approximately  $84.70 \pm$  AC of existing ponds with island areas.

## SOILS

A soils analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soils report, it is a specific assumption that the site has adequate soils to support the highest and best use.

## SITE IMPROVEMENTS

N/A

## EASEMENTS AND ENCROACHMENTS

There are no known easements or encumbrances on the subject site that would affect the development potential of the site.

## COVENANTS, CONDITIONS AND RESTRICTIONS

There are no known covenants, conditions or restrictions impacting the site that are considered to affect the marketability or highest and best use.

## UTILITIES AND SERVICES

The site has access to all municipal services, including police, fire and refuse garbage collection. All utilities are available to the site in adequate quality and quantity to service the highest and best use.

## ENVIRONMENTAL ISSUES

The appraiser is not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. For this appraisal, I have assumed that the property is not affected by any hazardous materials that may be present on or near the property.



## ADJACENT PROPERTIES

The adjacent land uses are summarized as follows:

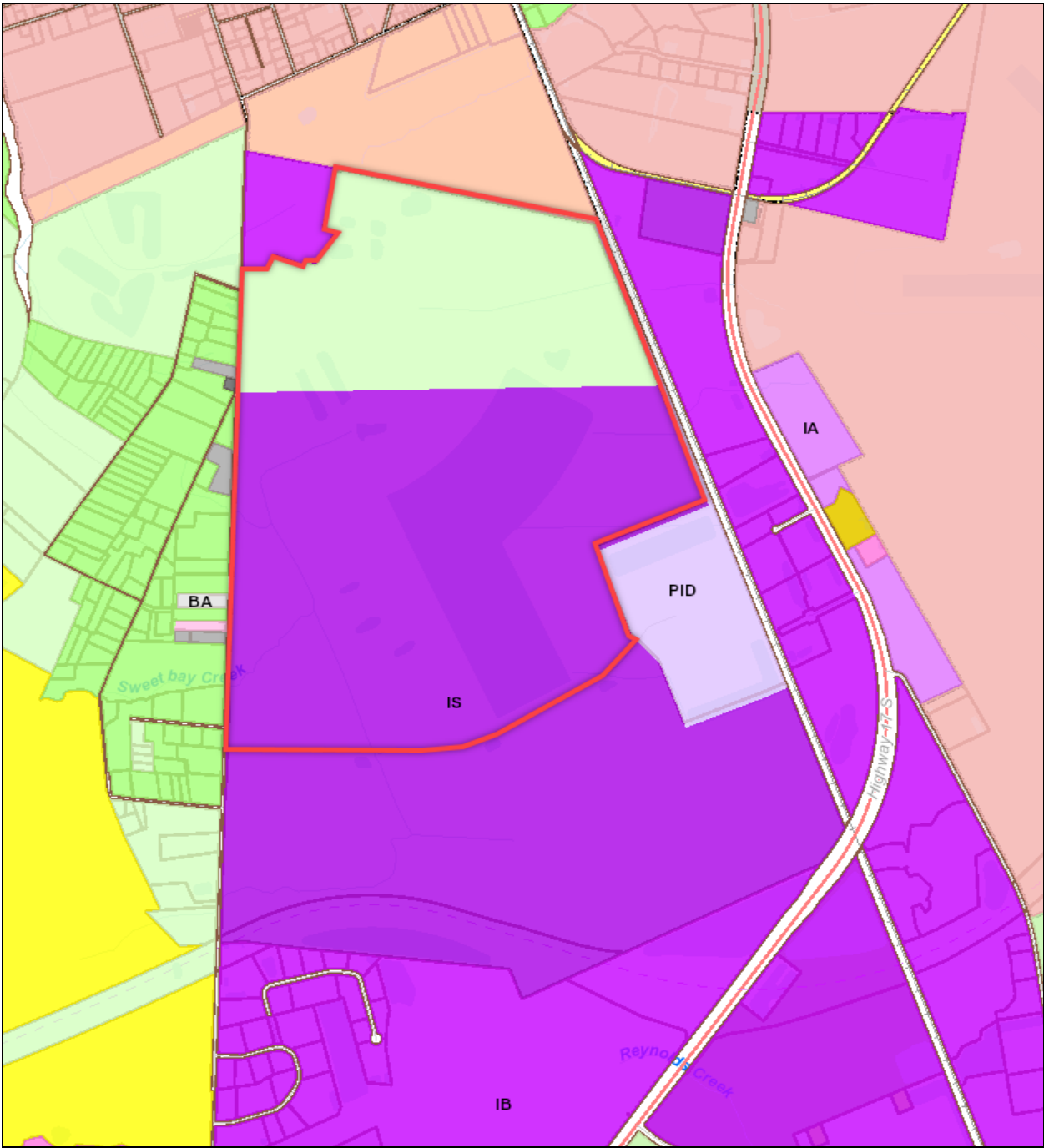
|        |                      |
|--------|----------------------|
| North: | Municipal owned land |
| South: | Vacant Industrial    |
| East:  | Industrial           |
| West:  | Residential          |

## CONCLUSION

The site is well located and afforded access from County Road 15A and Jersey Avenue. The size of the site is typical for the area and use, and there are no known detrimental uses in the immediate vicinity. Overall, there are no known factors which are considered to prevent the site from development to its highest and best use, as if vacant, or adverse to the existing use of the site.



ZONING MAP





## Zoning

The following chart summarizes the subject's zoning requirements.

| <b>ZONING SUMMARY</b>           |  |
|---------------------------------|--|
| Current Zoning                  | AG (Agricultural) & IS (Industrial Select)   |
| Legally Conforming              | Yes  |
| Uses Permitted                  | <p>All land designated as Zone AG has been established for the protection of agriculture as a major industry in the County by preventing encroachment on agricultural lands by incompatible uses; to encourage a broad range of agricultural activities and their accessory operations, including the processing and sale of agricultural products raised on the premises; to protect watersheds and water supplies, wilderness and scenic areas and conservation and wildlife areas; and to permit a variety of activities which require non-urban locations but which do not operate to the detriment of adjoining lands devoted to rural and agriculture purposes.</p> <p>All land designated as Zone IS is intended for locations which are not feasible for some light or heavy industrial development because of proximity to residential areas. The regulations for this district are intended to encourage development compatible with surrounding or abutting residential districts, with suitable open space, landscaping, and parking areas. Consequently, development is limited to those administrative, wholesaling, and manufacturing activities that can be carried on in a relatively unobtrusive manner.</p> |
| Zoning Change                   | Likely   |
| Source: Planning & Zoning Dept. |  |

It is reasonably probable for the subject property to obtain a zoning change to some type of PUD that would allow a single-family residential subdivision development.

## ANALYSIS AND CONCLUSION

Additional information may be obtained from the appropriate governmental authority. For purposes of this appraisal, I have assumed the information obtained is correct.



## Tax and Assessment Data

| AD VALOREM TAX INFORMATION          |                 |
|-------------------------------------|-----------------|
| Assessor's Parcel No.               | 2020            |
| 38-06-26-016515-000-00 (portion of) | \$2,040,990     |
| Assessed Value @                    | 100%            |
|                                     | \$2,040,990     |
| Exemptions:                         | \$0             |
| Taxable Value:                      | \$2,040,990     |
| General Tax Rate (per \$1,000 A.V.) | 15.218700       |
| General Tax:                        | \$31,061        |
| Special Assessments:                | \$0             |
| <b>Total Taxes</b>                  | <b>\$31,061</b> |
| Source: Clay County Tax Collector   |                 |

The assessed value above is for the parent tract. As will be seen in the forthcoming analysis, the assessed value differs from the concluded value. Our analysis did not consider the improved value of the subject property. As of the date of the appraisal, there are no delinquent real estate taxes.



## Market Analysis

The market analysis forms a basis for assessing market area boundaries, supply and demand factors, and indications of financial feasibility. Primary data sources utilized for this analysis include CoStar.

### DEMOGRAPHIC ANALYSIS

Demand for residential properties is a direct function of demographic characteristics analyzed on the following pages.

#### Housing, Population and Household Formation

The following table illustrates the population and household changes for the subject neighborhood with primary focus on the one, three and five-mile radius.

| <b>POPULATION AND HOUSEHOLD PROJECTIONS</b> |               |               |               |  |
|---|---------------|---------------|---------------|--|
|   | 1 Mile Radius | 3 Mile Radius | 5 Mile Radius | Jacksonville, FL<br>Metropolitan<br>Statistical Area |
| <b>Population</b>                           |               |               |               |  |
| 2025 Total Population                       | 2,184         | 11,990        | 18,688        | 1,751,705  |
| 2020 Total Population                       | 2,082         | 10,972        | 16,756        | 1,613,250  |
| 2010 Total Population                       | 1,924         | 9,245         | 12,720        | 1,345,596  |
| 2000 Total Population                       | 1,920         | 7,644         | 10,138        | 1,122,750  |
| Annual Growth 2020 - 2025                   | 0.96%         | 1.79%         | 2.21%         | 1.66%  |
| Annual Growth 2010 - 2020                   | 0.79%         | 1.73%         | 2.79%         | 1.83%  |
| Annual Growth 2000 - 2010                   | 0.02%         | 1.92%         | 2.29%         | 1.83%  |
| <b>Households</b>                           |               |               |               |  |
| 2025 Total Households                       | 810           | 4,355         | 6,911         | 679,817  |
| 2020 Total Households                       | 771           | 3,969         | 6,178         | 626,212  |
| 2010 Total Households                       | 716           | 3,355         | 4,666         | 524,146  |
| 2000 Total Households                       | 707           | 2,846         | 3,785         | 432,627  |
| Annual Growth 2020 - 2025                   | 0.99%         | 1.87%         | 2.27%         | 1.66%  |
| Annual Growth 2010 - 2020                   | 0.74%         | 1.69%         | 2.85%         | 1.80%  |
| Annual Growth 2000 - 2010                   | 0.13%         | 1.66%         | 2.11%         | 1.94%  |

Source: ESRI

As shown, the subject's neighborhood is experiencing moderate positive increases in both population and households.

#### Income Distributions

The following table illustrates estimated household income distribution for the subject neighborhood.



**HOUSEHOLD INCOME DISTRIBUTION**

|  | 1 Mile Radius | 3 Mile Radius | 5 Mile Radius | Jacksonville, FL<br>Metropolitan<br>Statistical Area |
|--|---------------|---------------|---------------|--|
| Households by Income Distribution (2020) |               |               |               |  |
| <\$15,000                                | 17.38%        | 9.60%         | 7.79%         | 8.53%  |
| \$15,000 - \$24,999                      | 14.79%        | 11.31%        | 9.16%         | 7.65%  |
| \$25,000 - \$34,999                      | 6.10%         | 5.85%         | 6.22%         | 8.42%  |
| \$35,000 - \$49,999                      | 14.40%        | 10.53%        | 9.87%         | 12.73%   |
| \$50,000 - \$74,999                      | 22.31%        | 21.49%        | 20.96%        | 18.94%   |
| \$75,000 - \$99,999                      | 14.79%        | 14.11%        | 13.53%        | 13.50%   |
| \$100,000 - \$149,999                    | 7.39%         | 13.98%        | 16.30%        | 15.90%   |
| \$150,000 - \$199,999                    | 2.85%         | 8.52%         | 8.87%         | 6.82%  |
| \$200,000+                               | 0.13%         | 4.64%         | 7.28%         | 7.51%  |

Source: ESRI

The following table illustrates the median and average household income levels for the subject neighborhood.

**HOUSEHOLD INCOME LEVELS**

|                               | 1 Mile Radius | 3 Mile Radius | 5 Mile Radius | Jacksonville, FL<br>Metropolitan<br>Statistical Area |
|-------------------------------|---------------|---------------|---------------|--|
| Income                        |               |               |               |  |
| 2020 Median Household Income  | \$46,543      | \$62,249      | \$68,533      | \$64,489   |
| 2020 Average Household Income | \$52,757      | \$81,429      | \$93,891      | \$89,648   |
| 2020 Per Capita Income        | \$19,549      | \$29,611      | \$34,451      | \$34,921   |

Source: ESRI

An analysis of the income data indicates that the submarket is generally comprised of middle-class income economic cohort.

**Outlook**

Based on this analysis, the immediate area surrounding the subject is projected to experience moderate, positive growth relative to households, population, and income levels. Given the area demographics, it appears that demand for both comparable surrounding area properties and the subject will continue to be favorable.



## Highest and Best Use

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legally permissible;
- physically possible;
- financially feasible; and
- maximally productive.

The highest and best use analysis of the subject is discussed below.

### AS VACANT

#### Legal Permissibility

After a rezoning, a single-family subdivision use would be legally permissible.

#### Physical Possibility

The subject has utilities available, and has an adequate shape and size, sufficient access, etc., to be a separately developable site. There are no known physical reasons why the subject site would not support any legally probable development (i.e. it appears adequate for development).

Existing structures on similar sites provide additional evidence for the physical possibility of development.

#### Financial Feasibility

The determination of financial feasibility is dependent primarily on the relationship of supply and demand for the legally probable land uses versus the cost to create the uses. With respect to the legal uses for the subject site, the local residential market is considered to be stabilized with few vacant parcels available for development. Development of vacant residential single-family subdivisions have occurred in the recent past and continues to this day.

#### Maximum Productivity - Conclusion

The final test of highest and best use of the site as if vacant is that the use be maximally productive, yielding the highest return to the land.

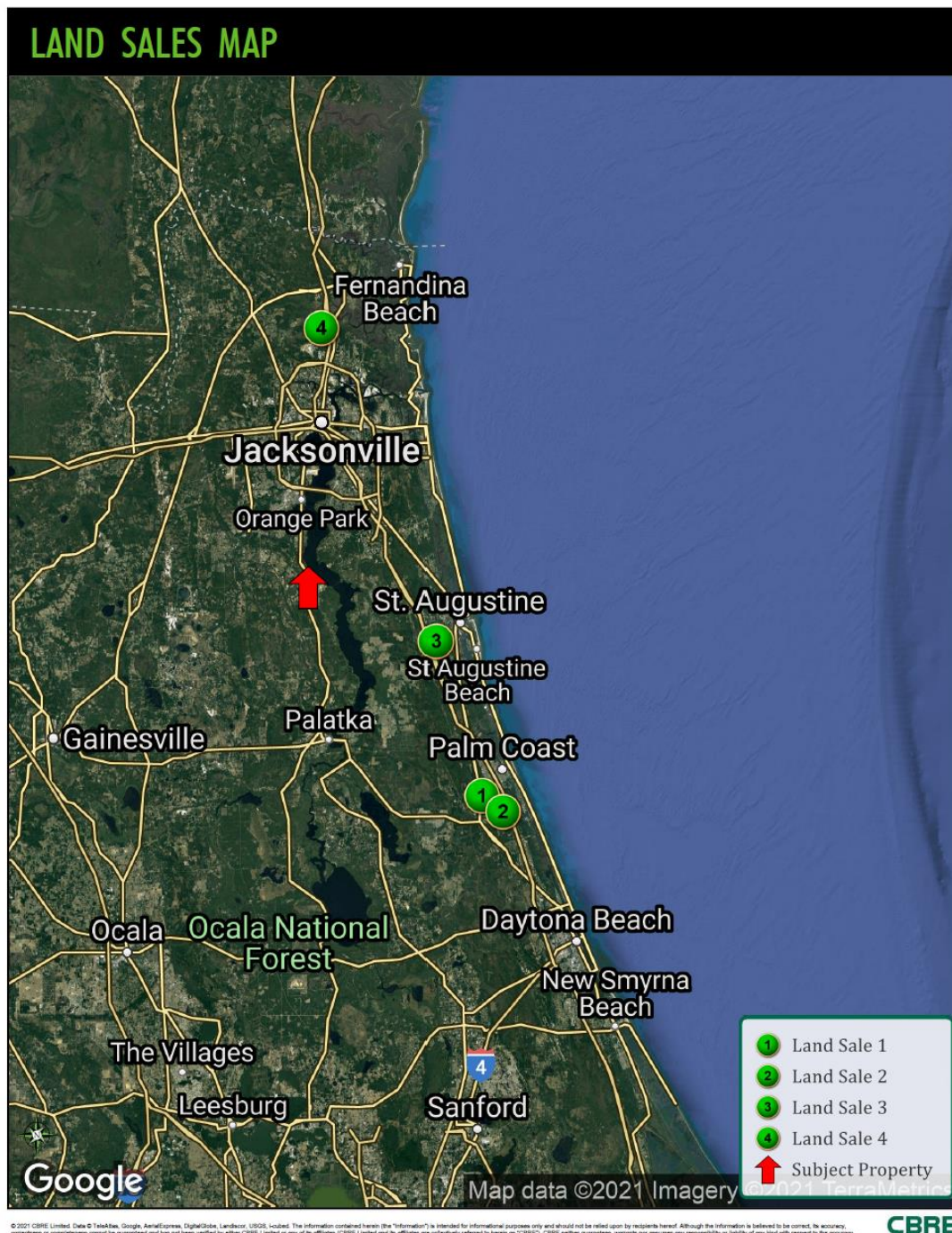
Based on the information presented above and upon information contained in the market and neighborhood analysis, we conclude that the highest and best use of the subject as if vacant would be the development of a single-family residential subdivision. The analysis of the subject and its respective market characteristics indicate the most likely buyer, as if vacant, would be an investor (land speculation) or a developer.



## Land Value

The Sales Comparison Approach (as vacant) will be utilized to value the subject property. The Sales Comparison (as improved), Cost and the Income Capitalization Approaches were not applicable within this analysis.

The following map and table summarize the comparable data used in the valuation of the subject site. A detailed description of each transaction is included in the addenda.





| SUMMARY OF COMPARABLE LAND SALES |  |                  |        |                           |                   |                                  |              |                |
|----------------------------------|--|------------------|--------|---------------------------|-------------------|----------------------------------|--------------|----------------|
| No.                              | Property Location  | Transaction Type | Date   | Proposed Use              | Actual Sale Price | Adjusted Sale Price <sup>1</sup> | Size (Acres) | Price Per Acre |
| 1                                | White View Parkway<br>Palm Coast, FL 32164                       | Sale             | Feb-21 | Single-family Residential | \$2,850,000       | \$2,850,000                      | 88.314       | \$32,271       |
| 2                                | Lake Avenue<br>Palm Coast, FL 32164                              | Sale             | Nov-20 | Single-family Residential | \$3,060,000       | \$3,060,000                      | 83.630       | \$36,590       |
| 3                                | Lightsey Road Extension<br>St. Augustine, FL 32084               | Sale             | Nov-19 | Single-family Residential | \$2,200,000       | \$2,200,000                      | 75.390       | \$29,182       |
| 4                                | 16190 Butch Baine Drive<br>Jacksonville, FL 32218                | Sale             | Sep-19 | Single-family Residential | \$3,100,000       | \$3,100,000                      | 151.340      | \$20,484       |
| Subject                          | East side of CR 15A and Jersey Avenue,<br>Grove City, Ohio 43123 | ---              | Jul-21 | Single-family Residential | ---               | ---                              | 444.820      | ---            |

The sales utilized represent the best data available for comparison with the subject and were selected from the competitive market area. These sales were chosen based upon their location and their similar highest and best use as the subject.

## DISCUSSION/ANALYSIS OF LAND SALES

### Land Sale One

This comparable represents 88.314 net acres at White View Parkway. The site's shape is irregular and its topography is described as level, at street grade. The property sold in February 2021 for \$2,850,000, or \$32,271 per acre. This is the sale of 97.364 gross AC of residential subdivision land located in Palm Coast, Flagler County, Florida. The site has approximately 9.05 AC of wetlands on the site. At the time of sale, the property was fully entitled and approved for a 205-lot subdivision. The minimum lot size will be 45' with homes ranging from 1,400 SF to 2,600 SF.

The downward adjustment for size reflects this comparable's superior feature with respect to economies of scale regarding parcel size. With respect to zoning/entitlements, this comparable was considered superior in this aspect and received a downward adjustment because of residential subdivision entitlements already in place. Overall, this comparable was deemed superior in comparison to the subject and a downward net adjustment was warranted to the sales price indicator.

### Land Sale Two

This comparable represents 83.63 net acres at Lake Avenue. The site's shape is irregular and its topography is described as level, at street grade. The property sold in November 2020 for \$3,060,000, or \$36,590 per acre. This is the sale of a residential subdivision located in Palm Coast, Flagler County, Florida. The property has approximately 41.07 AC of wetlands. The property is zoned MPD (Master Planned Development) and fully entitled for development for 208 lots. The lots will be a minimum of 30' lots and the homes will range between 1,700 SF and 2,800 SF and will be priced in the mid-\$300,000s.



The downward adjustment for size reflects this comparable's superior feature with respect to economies of scale regarding parcel size. With respect to zoning/entitlements, this comparable was considered superior in this aspect and received a downward adjustment because of residential subdivision entitlements already in place. Overall, this comparable was deemed superior in comparison to the subject and a downward net adjustment was warranted to the sales price indicator.

### Land Sale Three

This comparable represents 75.39 net acres at Lightsey Road Extension. The site's shape is irregular and its topography is described as level, at street grade. The property sold in November 2019 for \$2,200,000, or \$29,182 per acre. This is the sale of a raw subdivision land located in St. Augustine, St. Johns County, Florida. The property consists of a total 89.82-acres with approximately 75.39-acres of upland area. The property was purchased for the development of a new subdivision called The Arbors at Lightsey Crossing and includes 185 single-family lots with associated roads, utilities and storm water management.

The downward adjustment for size reflects this comparable's superior feature with respect to economies of scale regarding parcel size. With respect to zoning/entitlements, this comparable was considered superior in this aspect and received a downward adjustment because of residential subdivision entitlements already in place. Overall, this comparable was deemed superior in comparison to the subject and a downward net adjustment was warranted to the sales price indicator.

### Land Sale Four

This comparable represents 151.34 net acres at 16190 Butch Baine Drive. The site's shape is irregular and its topography is described as generally level. The property sold in September 2019 for \$3,100,000, or \$20,484 per acre. This is the sale of 151.34 net acres of land located off of Butch Baine Drive in Jacksonville. The site is to be developed with 400 single-family lots. The site included a 3,456 square foot single-family residence and a 2,400 square foot warehouse building. These buildings were not considered to provide contributory value to the subject. At the time of the contract the site had not been granted entitlements for the proposed lots.

The downward adjustment for size reflects this comparable's superior feature with respect to economies of scale regarding parcel size. Overall, this comparable was deemed superior in comparison to the subject and a downward net adjustment was warranted to the sales price indicator.

## SUMMARY OF ADJUSTMENTS

Based on the comparative analysis, the following chart summarizes the adjustments warranted to each comparable.



**LAND SALES ADJUSTMENT GRID**

| Comparable Number                   | 1               | 2               | 3               | 4               | Subject    |
|-------------------------------------|-----------------|-----------------|-----------------|-----------------|------------|
| Transaction Type                    | Sale            | Sale            | Sale            | Sale            | ---        |
| Transaction Date                    | Feb-21          | Nov-20          | Nov-19          | Sep-19          | Jul-21     |
| Actual Sale Price                   | \$2,850,000     | \$3,060,000     | \$2,200,000     | \$3,100,000     | ---        |
| Adjusted Sale Price <sup>1</sup>    | \$2,850,000     | \$3,060,000     | \$2,200,000     | \$3,100,000     | ---        |
| Size (Acres)                        | 88.31           | 83.63           | 75.39           | 151.34          | 444.82     |
| Size (SF)                           | 3,846,958       | 3,642,923       | 3,283,988       | 6,592,370       | 19,376,359 |
| Price Per Acre                      | \$32,271        | \$36,590        | \$29,182        | \$20,484        | ---        |
| Price (\$ Per AC)                   | \$32,271        | \$36,590        | \$29,182        | \$20,484        |            |
| Property Rights Conveyed            | 0%              | 0%              | 0%              | 0%              |            |
| Financing Terms <sup>1</sup>        | 0%              | 0%              | 0%              | 0%              |            |
| Conditions of Sale                  | 0%              | 0%              | 0%              | 0%              |            |
| Market Conditions (Time)            | 0%              | 0%              | 0%              | 0%              |            |
| Subtotal                            | \$32,271        | \$36,590        | \$29,182        | \$20,484        |            |
| Size                                | -10%            | -10%            | -10%            | -5%             |            |
| Shape/Utility                       | 0%              | 0%              | 0%              | 0%              |            |
| Access/Frontage                     | 0%              | 0%              | 0%              | 0%              |            |
| Topography                          | 0%              | 0%              | 0%              | 0%              |            |
| Location                            | 0%              | 0%              | 0%              | 0%              |            |
| Zoning/Entitlements                 | -10%            | -10%            | -10%            | 0%              |            |
| Utilities                           | 0%              | 0%              | 0%              | 0%              |            |
| Total Other Adjustments             | -20%            | -20%            | -20%            | -5%             |            |
| <b>Value Indication for Subject</b> | <b>\$25,817</b> | <b>\$29,272</b> | <b>\$23,345</b> | <b>\$19,459</b> |            |
| <i>Absolute Adjustment</i>          | 20%             | 20%             | 20%             | 5%              |            |

<sup>1</sup> Adjusted sale price for cash equivalency and/or development costs (where applicable)

**CONCLUSION**

Prior to adjustments, the sales reflect a range of \$20,484 - \$36,590 per acre. After adjustments, the range is \$19,459 - \$29,272 per acre. The comparable land sales are located in the immediate area and were good indicators of value. To arrive at an indication of value, I have considered each of the comparable sales and their characteristics and qualities as they relate to the subject. Each of the comparables was given consideration in reaching the final value conclusion of \$25,000 per acre.

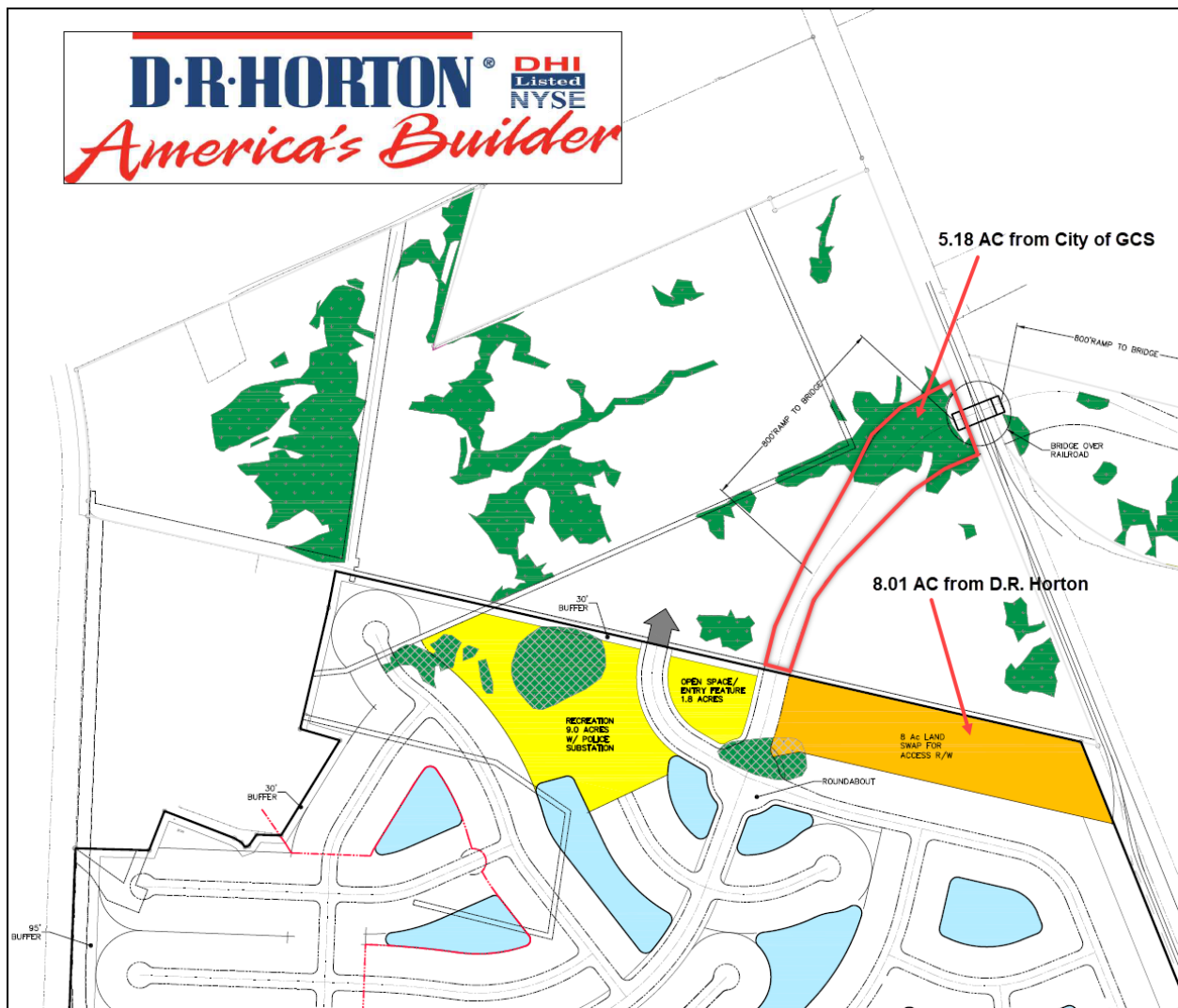
Considering the foregoing analysis with other data discussed throughout this report, it is my opinion that the market value of the subject property as of July 5, 2021 is:

| <b>CONCLUDED LAND VALUE</b> |   |              |   |                     |
|-----------------------------|---|--------------|---|---------------------|
| \$ Per AC                   |   | Subject Acs. |   | Total               |
| \$25,000                    | x | 444.82       | = | \$11,120,500        |
| <b>Indicated Value:</b>     |   |              |   | <b>\$11,120,500</b> |



## Land Swap Analysis

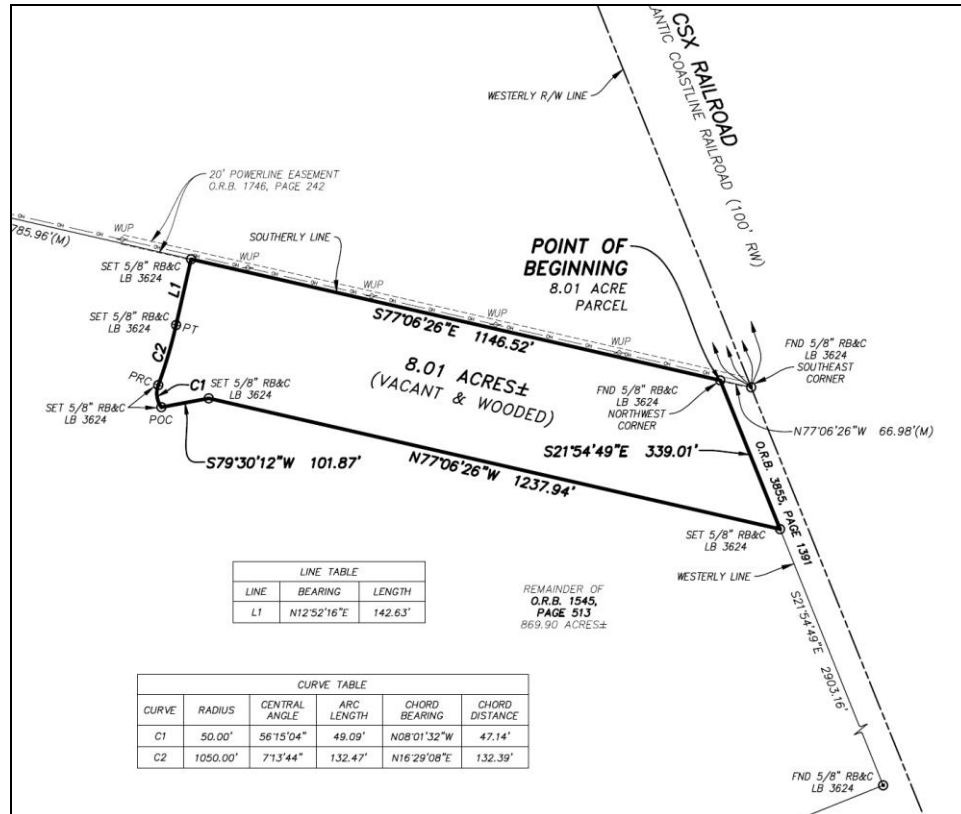
The appraisal problem includes providing an opinion of the market value of the subject property based upon its highest and best use (as vacant) for a land swap with the City of Green Cove Springs. D.R. Horton currently has the subject property under contract for an undisclosed sales price. The subject property has a conceptual site plan in place for development of a 2,100-unit residential subdivision known as Ayrshire. The land swap with the City of Green Cove Springs will give the proposed subdivision an access point from the west side of U.S. Highway 17 over the adjacent CSX Railroad. The land received by the City of Green Cove Springs will be utilized for a portion of the future development of Ed Gustafson Regional Park. D.R. Horton intends to give the City of Green Cove Springs  $8.01 \pm$  AC of land in exchange for  $5.18 \pm$  AC of land from the City of Green Cove Springs.





## D.R. HORTON SWAP PARCEL

The land parcel proposed to be swapped is located at the northeast corner of the subject site and is vacant and wooded. The shape of the parcel is slightly irregular and will be utilized for a portion of the future park development by the City of Green Cove Springs.



The valuation for the land swapped is based on an allocation from the unit value indication of \$25,000 per acre from the valuation of the subject site.

### VALUATION OF SWAP PARCEL - D.R. Horton

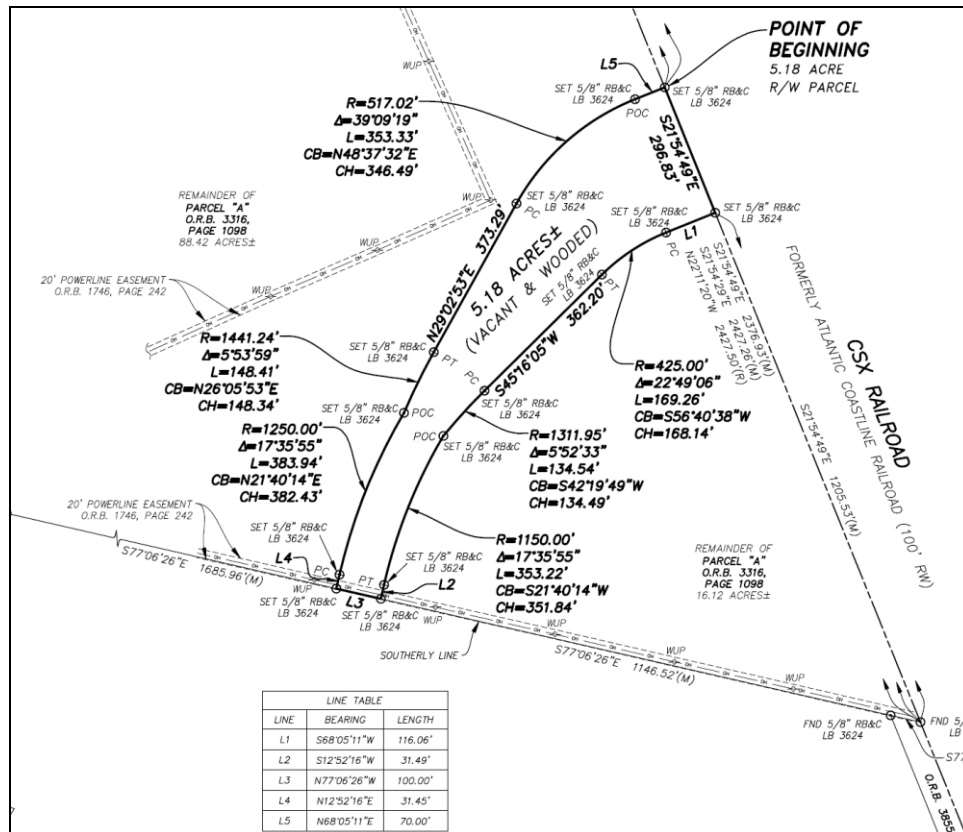
#### Land

|                                      |           |
|--------------------------------------|-----------|
| Land Value per AC                    | \$25,000  |
| Land Area (AC)                       | 8.01      |
| Value of Swap Parcel (Land)          | \$200,250 |
| Value of Swap Parcel (Land), Rounded | \$200,250 |



## CITY OF GREEN COVE SPRINGS SWAP PARCEL

The land parcel proposed to be swapped is located at the southeast corner of a parcel of land owned by The City of Green Cove Springs (future city park). This parcel is located adjacent to the subject site to the north and is vacant and wooded. The shape of the parcel is irregular and will give the proposed subdivision an access point from the west side of U.S. Highway 17 over the adjacent CSX Railroad.



The 5.18± of land area owned by the City of Green Cove Springs currently has a Green Cove Springs Municipal zoning and is not a developable tract of land under its highest and best use. For the purpose of this analysis, I have valued this land area as if it could be developed under a current highest and best use of a single-family residential subdivision use. The valuation for the land swapped is based on an allocation from the unit value indication of \$25,000 per acre from the valuation of the D.R. Horton subject site.

### VALUATION OF SWAP PARCEL - City of Green Cove Springs

#### Land

|                                      |           |
|--------------------------------------|-----------|
| Land Value per AC                    | \$25,000  |
| Land Area (AC)                       | 5.18      |
| Value of Swap Parcel (Land)          | \$129,500 |
| Value of Swap Parcel (Land), Rounded | \$129,500 |



## Assumptions and Limiting Conditions

1. I have inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. I have no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
  - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. I have not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
  - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. I have not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
  - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
  - (iv) Hazardous materials are not present on the subject property. I am not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
  - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. I have not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
  - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
  - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
  - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently or super-efficiently.
  - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
  - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). I am not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.
  - (xi) All information regarding the areas and dimensions of the subject property furnished to me are correct, and no encroachments exist (unless mentioned). I have neither undertaken any survey of the boundaries of the subject property nor reviewed or confirmed the accuracy of any legal description of the subject property.



Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to my attention, and I have no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known I reserve the right to amend the Report, which may include the conclusions of the Report. I assume no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. I have assumed that all documents, data and information furnished by or behalf of the client, property owner, or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report. Accordingly, if any such errors are subsequently made known I reserve the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify me of any questions or errors within 30 days after the date of delivery of the Report.
5. I assume no responsibility (including any obligation to procure the same) for any documents, data or information not provided, including without limitation any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. Actual results are affected by a number of factors outside the control of myself, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and I do not warrant any such projections.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with my independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, I shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and I have not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. I assume no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. I assume no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.
13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.



14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of myself. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of myself. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. I shall have no liability or responsibility to any such unintended user.



**ADDENDA**



Addendum A

LAND SALE DATA SHEETS

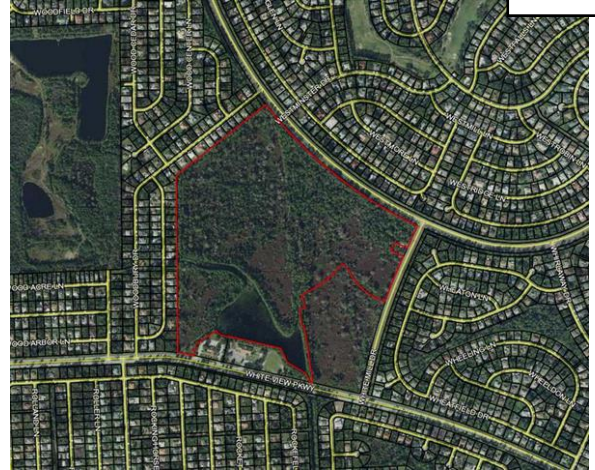


## Sale

## Land - Residential Subdivision

Item #18.

|                         |  |
|-------------------------|--|
| Property Name           | Proposed Residential Subdivision           |
| Address                 | White View Parkway<br>Palm Coast, FL 32164 |
| County                  | Flagler                                    |
| Govt./Tax ID            | 07-11-31-7027-RP015-0011                   |
| Land Area Net           | 88.314 ac/ 3,846,958 sf                    |
| Land Area Gross         | 97.364 ac/ 4,241,176 sf                    |
| Site Development Status | Platted                                    |
| Utilities               | All public utilities are available         |
| Maximum FAR             | N/A  |
| Min Land Bldg Ratio     | N/A  |
| Shape                   | Irregular                                  |
| Topography              | Level, At Street Grade                     |
| Flood Zone Class        | Zone X (Unshaded)                          |
| Flood Panel No./ Date   | 12035C0120E&12035C0138E/ Jun 2018          |
| Zoning                  | MPD (Master Planned Development)           |
| Entitlement Status      | Fully Entitled/Planning Permissions        |



### Transaction Details

|                      |   |                                     |   |
|----------------------|---|-------------------------------------|---|
| Type                 | Sale  | Primary Verification                | Chris Butera (Listing Broker - SVN Alliance Commercial Real Estate) |
| Interest Transferred | Fee Simple  | Transaction Date                    | 02/19/2021  |
| Condition of Sale    | Arm's Length  | Recording Date                      | N/A   |
| Recorded Buyer       | KB Home Jacksonville, LLC   | Sale Price                          | \$2,850,000   |
| Buyer Type           | Developer   | Financing                           | Cash to Seller  |
| Recorded Seller      | Miral Corp  | Cash Equivalent                     | \$2,850,000   |
| Marketing Time       | 44 Month(s)   | Capital Adjustment                  | \$0   |
| Listing Broker       | Chris Butera (Listing Broker - SVN Alliance Commercial Real Estate) | Adjusted Price                      | \$2,850,000   |
| Doc #                | 2533/101  | <b>Adjusted Price / ac and / sf</b> | <b>\$32,271 / \$0.74</b>  |
|                      |   | <b>Adjusted Price/ FAR</b>          | <b>N/A</b>  |
|                      |   | <b>Adjusted Price/ Unit</b>         | <b>\$13,902</b>   |

### Comments

This is the sale of 97.364 AC of residential subdivision land located in Palm Coast, Flagler County, Florida. The site has approximately 9.05 AC of wetlands on the site. At the time of sale, the property was fully entitled and approved for a 205 lot subdivision. The minimum lot size will be 45' with homes ranging from 1,400 SF to 2,600 SF.



## Sale

## Land - Residential Subdivision

Item #18.

|                         |   |
|-------------------------|---|
| Property Name           | Residential Subdivision Land  |
| Address                 | Lake Avenue<br>Palm Coast, FL 32164   |
| County                  | Flagler   |
| Govt./Tax ID            | 051231-0650-000A0-0011, 051231-0650-000A0-0014, 051231-0650-000A0-0016 and 051231-0650-000A0-0010 |
| Land Area Net           | 83.630 ac/ 3,642,923 sf   |
| Land Area Gross         | 124.700 ac/ 5,431,932 sf  |
| Site Development Status | Platted   |
| Utilities               | All public utilities are available  |
| Maximum FAR             | N/A   |
| Min Land Bldg Ratio     | N/A   |
| Shape                   | Irregular   |
| Topography              | Level, At Street Grade  |
| Flood Zone Class        | Zone X (Shaded)   |
| Flood Panel No./ Date   | 12035C0230E/ Jun 2018   |
| Zoning                  | PUD (Planned Unit Development)  |
| Entitlement Status      | Fully Entitled/Planning Permissions   |



### Transaction Details

|                      |   |                                     |   |
|----------------------|---|-------------------------------------|---|
| Type                 | Sale  | Primary Verification                | Jeffrey Douglas (Listing Broker - Douglas Property & Development, Inc.) |
| Interest Transferred | Fee Simple  | Transaction Date                    | 11/19/2020  |
| Condition of Sale    | Arm's Length  | Recording Date                      | N/A   |
| Recorded Buyer       | Payzen Pc, LLC  | Sale Price                          | \$3,060,000   |
| Buyer Type           | Developer   | Financing                           | Cash to Seller  |
| Recorded Seller      | Florida Landmark Communities, LLC                                       | Cash Equivalent                     | \$3,060,000   |
| Marketing Time       | N/A   | Capital Adjustment                  | \$0   |
| Listing Broker       | Jeffrey Douglas (Listing Broker - Douglas Property & Development, Inc.) | Adjusted Price                      | \$3,060,000   |
| Doc #                | 2498/598  | <b>Adjusted Price / ac and / sf</b> | <b>\$36,590 / \$0.84</b>  |
|                      |   | <b>Adjusted Price/ FAR</b>          | <b>N/A</b>  |
|                      |   | <b>Adjusted Price/ Unit</b>         | <b>\$14,712</b>   |

### Comments

This is the sale of a residential subdivision located in Palm Coast, Flagler County, Florida. The property has approximately 41.07 AC of wetlands. The property is zoned MPD (Master Planned Development) and fully entitled for development for 208 lots. The lots will be a minimum of 30' lots and the homes will range between 1,700 SF and 2,800 SF and will be priced in the mid-\$300,000s.

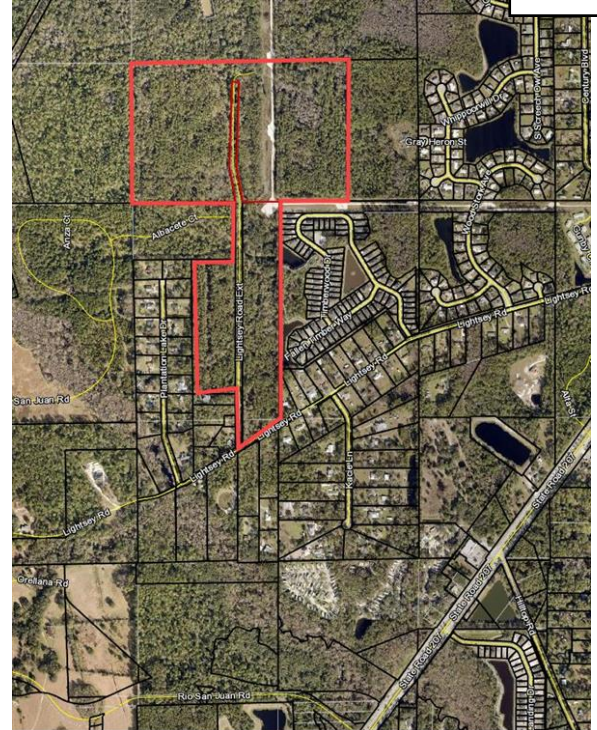


## Sale

## Land - Residential Subdivision

Item #18.

|                         |  |
|-------------------------|--|
| Property Name           | St. Johns County Subdivision Land                  |
| Address                 | Lightsey Road Extension<br>St. Augustine, FL 32084 |
| County                  | St. Johns  |
| Govt./Tax ID            | 1008500000 & 1012700000                            |
| Land Area Net           | 75.390 ac/ 3,283,988 sf                            |
| Land Area Gross         | 89.820 ac/ 3,912,559 sf                            |
| Site Development Status | Platted  |
| Utilities               | All public utilities are available                 |
| Maximum FAR             | N/A  |
| Min Land Bldg Ratio     | N/A  |
| Shape                   | Irregular  |
| Topography              | Level, At Street Grade                             |
| Flood Zone Class        | Zone X (Unshaded)                                  |
| Flood Panel No./ Date   | 12109C0376J/ Dec 2018                              |
| Zoning                  | PUD (Planned Unit Development)                     |
| Entitlement Status      | Fully Entitled/Planning Permissions                |



### Transaction Details

|                      |  |                                     |  |
|----------------------|--|-------------------------------------|--|
| Type                 | Sale   | Primary Verification                | Brian Pate (Listing Broker - Easton Sanderson and Company) |
| Interest Transferred | Fee Simple   | Transaction Date                    | 11/07/2019   |
| Condition of Sale    | Arm's Length   | Recording Date                      | N/A  |
| Recorded Buyer       | St. Augustine Land Holdings, LLC                           | Sale Price                          | \$2,200,000  |
| Buyer Type           | Developer  | Financing                           | Cash to Seller   |
| Recorded Seller      | Lightsey Road, LLC   | Cash Equivalent                     | \$2,200,000  |
| Marketing Time       | 127 Month(s)   | Capital Adjustment                  | \$0  |
| Listing Broker       | Brian Pate (Listing Broker - Easton Sanderson and Company) | Adjusted Price                      | \$2,200,000  |
| Doc #                | 4829/123   | <b>Adjusted Price / ac and / sf</b> | <b>\$29,182 / \$0.67</b>                                   |
|                      |  | <b>Adjusted Price/ FAR</b>          | <b>N/A</b>   |
|                      |  | <b>Adjusted Price/ Unit</b>         | <b>\$11,892</b>  |

### Comments

This is the sale of a raw subdivision land located in St. Augustine, St. Johns County, Florida. The property consists of a total 89.82-acres with approximately 75.39-acres of upland area. The property was purchased for the development of a new subdivision called The Arbors at Lightsey Crossing and includes 185 single-family lots with associated roads, utilities and storm water management. The property sold for \$2,200,000 or \$11,892 per proposed lot.

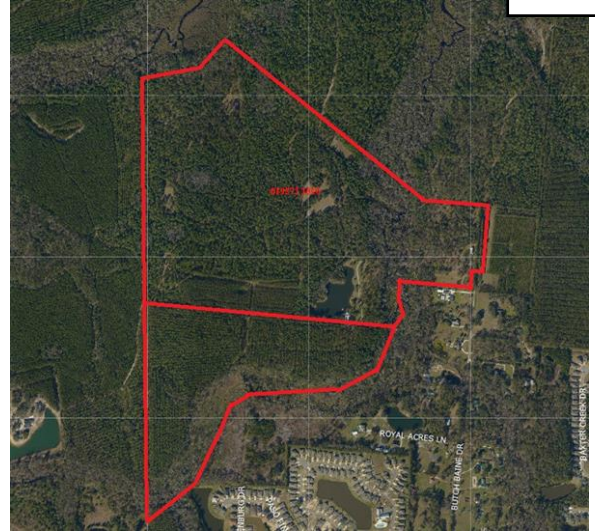


## Sale

## Land - Agricultural

Item #18.

|                         |   |
|-------------------------|---|
| Property Name           | Casa De Campo Inc. - Gross Site                   |
| Address                 | 16190 Butch Baine Drive<br>Jacksonville, FL 32218 |
| County                  | Duval   |
| Govt./Tax ID            | Multiple  |
| Land Area Net           | 151.340 ac/ 6,592,370 sf                          |
| Land Area Gross         | 209.340 ac/ 9,118,850 sf                          |
| Site Development Status | Raw   |
| Utilities               | All Available                                     |
| Maximum FAR             | N/A   |
| Min Land Bldg Ratio     | N/A   |
| Shape                   | Irregular   |
| Topography              | Generally Level                                   |
| Flood Zone Class        | Zone X (Unshaded)                                 |
| Flood Panel No./ Date   | 12031C0045J/ Nov 2018                             |
| Zoning                  | AGR (at time of sale)                             |
| Entitlement Status      | None  |



### Transaction Details

|                      |                       |                                     |                          |
|----------------------|-----------------------|-------------------------------------|--------------------------|
| Type                 | Sale                  | Primary Verification                | Confidential             |
| Interest Transferred | Fee Simple            | Transaction Date                    | 09/06/2019               |
| Condition of Sale    | Arm's Length          | Recording Date                      | N/A                      |
| Recorded Buyer       | N/A                   | Sale Price                          | \$3,100,000              |
| Buyer Type           | Developer             | Financing                           | Cash to Seller           |
| Recorded Seller      | Casa De Campo, Inc.   | Cash Equivalent                     | \$3,100,000              |
| Marketing Time       | 6 Month(s)            | Capital Adjustment                  | \$0                      |
| Listing Broker       | John Evans - Colliers | Adjusted Price                      | \$3,100,000              |
| Doc #                | 18933/2306 & 2310     | <b>Adjusted Price / ac and / sf</b> | <b>\$20,484 / \$0.47</b> |
|                      |                       | <b>Adjusted Price/ FAR</b>          | <b>N/A</b>               |
|                      |                       | <b>Adjusted Price/ Unit</b>         | <b>\$7,750</b>           |

### Comments

This is the sale of 151.34 net acres of land located off of Butch Baine Drive in Jacksonville. The site is to be developed with 400 single-family lots. The site included a 3,456 square foot single-family residence and a 2,400 square foot warehouse building. These buildings were not considered to provide contributory value to the subject. At the time of the contract the site had not been granted entitlements for the proposed lots.



Addendum B

LEGAL DESCRIPTION



**SURVEYOR DESCRIPTION:**

A PORTION OF SECTION 38, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 15A—ALSO KNOWN AS SOUTH OAKRIDGE AVENUE, (A 100 FOOT RIGHT OF WAY PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 7101-105), WITH THE SOUTHERLY RIGHT OF WAY LINE OF GREEN COVE AVENUE (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 65°42'06" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF GREEN COVE AVENUE, A DISTANCE OF 1708.60 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3316, PAGE 1560 OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, FLORIDA; THENCE SOUTH 16°51'08" WEST, ALONG LAST SAID LINE, 639.95 FEET TO THE SOUTHERLY LINE OF LAST SAID LANDS; THENCE NORTH 66°16'21" EAST, ALONG LAST SAID LINE, AND ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3317, PAGE 1250, OFFICIAL RECORDS BOOK 3317, PAGE 1265, AND OFFICIAL RECORDS BOOK 3317, PAGE 1255, OF SAID PUBLIC RECORDS OF CLAY COUNTY, A DISTANCE OF 1407.06 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3317, PAGE 1262; THENCE SOUTH 21°47'32" EAST, ALONG LAST SAID LINE, 49.41 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE NORTH 66°24'28" EAST, ALONG LAST SAID LINE, 384.14 FEET TO THE WESTERLY RIGHT OF WAY LINE OF CSX RAILROAD (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 21°54'49" EAST, ALONG LAST SAID LINE, 2376.90 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3316, PAGE 1098 OF SAID PUBLIC RECORDS OF CLAY COUNTY; THENCE NORTH 77°07'44" WEST, ALONG LAST SAID LINE, 66.97 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3855, PAGE 1391 OF SAID PUBLIC RECORDS OF CLAY COUNTY; THENCE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHEASTERLY, ALONG SAID WESTERLY LINES OF LAST SAID LANDS, RUN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 21°54'49" EAST, 3242.16 FEET; COURSE NO. 2: SOUTH 68°05'09" WEST, 1307.43 FEET; COURSE NO. 3: SOUTH 21°54'51" EAST, 1026.34 FEET; COURSE NO. 4: SOUTH 53°08'37" EAST, 60.00 FEET; COURSE NO. 5: SOUTH 46°22'05" EAST, 340.91 FEET; COURSE NO. 6: SOUTH 21°54'44" EAST, 746.30 FEET; COURSE NO. 7: NORTH 69°28'08" EAST, 933.80 FEET; COURSE NO. 8: NORTH 67°10'35" EAST, 256.71 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF CSX RAILROAD; THENCE SOUTH 21°54'49" EAST, ALONG LAST SAID LINE, 1599.27 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY, AND THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 15 (U.S HIGHWAY 17) (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 71010-2057 AND 71010-2513); THENCE SOUTHWESTERLY, ALONG LAST SAID LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2754.79 FEET, AN ARC DISTANCE OF 496.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°55'18" WEST, 496.08 FEET TO A POINT OF NON-TANGENCY, SAID POINT LYING ON THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1545, PAGE 513 OF SAID PUBLIC RECORDS OF CLAY COUNTY; THENCE SOUTH 67°49'42" WEST, ALONG LAST SAID LINE, 206.00 FEET; THENCE SOUTH 66°04'45" WEST, CONTINUING ALONG LAST SAID LINE, 2122.98 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY, AND THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 23 (FIRST COAST OUTER BELTWAY) (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 71493); THENCE NORTHWESTERLY AND SOUTHWESTERLY, ALONG SAID NORTHERLY RIGHT OF WAY LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2771.00 FEET, AN ARC DISTANCE OF 619.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°08'24" WEST, 617.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: NORTH 72°44'18" WEST, 581.88 FEET; COURSE NO. 3: NORTH 75°01'45" WEST, 300.24 FEET; COURSE NO. 4: NORTH 72°44'19" WEST, 456.73 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; COURSE NO. 5: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 41°55'22", HAVING A RADIUS OF 3027.00 FEET, AN ARC DISTANCE OF 2214.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 86°18'00" WEST, 2165.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 6: SOUTH 65°20'19" WEST, 367.45 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 15A—A.K.A. SOUTH OAKRIDGE AVENUE; THENCE NORTH 02°06'50" EAST, ALONG LAST SAID LINE, 7210.49 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3863, PAGE 203 OF SAID PUBLIC RECORDS OF CLAY COUNTY; THENCE SOUTHEASTERLY, NORTHEASTERLY AND NORTHWESTERLY, ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINE OF SAID LANDS, RUN THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 88°31'42" EAST, 282.59 FEET; COURSE NO. 2: NORTH 21°17'17" EAST, 161.55 FEET; COURSE NO. 3: SOUTH 68°42'43" EAST, 287.10 FEET; COURSE NO. 4: SOUTH 58°52'42" EAST, 32.90 FEET; COURSE NO. 5: SOUTH 37°48'54" EAST, 22.40 FEET; COURSE NO. 6: NORTH 70°53'31" EAST, 15.20 FEET; COURSE NO. 7: NORTH 34°14'49" EAST, 52.23 FEET; COURSE NO. 8: SOUTH 88°17'22" EAST, 94.17 FEET; COURSE NO. 9: NORTH 31°43'31" EAST, 427.82 FEET; COURSE NO. 10: NORTH 73°46'32" WEST, 158.11 FEET; COURSE NO. 11: NORTH 13°06'51" EAST, 477.10 FEET; COURSE NO. 12: NORTH 10°57'35" EAST, 142.00 FEET; COURSE NO. 13: NORTH 77°27'24" WEST, 972.58 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 15A—A.K.A. SOUTH OAKRIDGE AVENUE; THENCE NORTH 02°07'57" EAST, ALONG LAST SAID LINE, 57.86 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 14°47'09", HAVING A RADIUS OF 1959.86 FEET, AN ARC DISTANCE OF 505.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°15'37" WEST, 504.36 FEET TO A POINT ON SAID ARC AND THE POINT OF BEGINNING.



Addendum C

QUALIFICATIONS



# Nick Chop, MAI, R/W-AC

Director, Southeast Division, Right-of-Way Practice Leader

CBRE



## Clients Represented

- Atkins
- City of Jacksonville
- England-Thims and Miller, Inc
- Florida Department of Environmental Protection
- Florida Department of Transportation
- Florida's Turnpike
- HDR
- HNTB
- Independence Acquisition & Appraisal
- Jacksonville Aviation Authority
- JEA
- JTA
- Manatee County
- Miami-Dade County
- Okefenoke Electric
- Orange County
- Orlando Utilities Commission
- Pasco County
- Polk County
- St. Johns County
- Texas Department of Transportation

## Experience

Nick Chop, MAI, R/W-AC is CBRE's Right-of-Way Practice Leader for the Southeast Division. He is based in the Jacksonville, Florida office and has over 25 years of real estate appraisal, appraisal review and consulting experience. A majority of Mr. Chop's career has centered around litigation support, primarily in the area of eminent domain valuation. Mr. Chop has been qualified as an expert witness in many courts. Although his team's primary focus has been in Florida up to this point, he has recently been tasked with eminent domain/litigation valuation expansion throughout the Southeastern United States.

Mr. Chop has performed real estate valuations and reviews of fee simple, easement, leased fee and leasehold interests of existing and proposed developments including land, retail, restaurant, hotel, self-storage, office, industrial, medical buildings, mixed use-developments, single-family subdivisions, apartment projects, automotive dealership and service facilities. Mr. Chop regularly contributes to the Appraisal Institute and the International Right of Way Association. He is the past President of the Florida Appraisal Institute and a board member with both organizations.

Mr. Chop has worked extensively with large scale right-of-way infrastructure projects which include the valuation of fee simple and easement estates for proposed and existing roadway expansions and public utility lines. Recent, notable right-of-way projects include:

- FDOT, District Two - #4322592 Interstate-95, Duval County
- FDOT, District Five - #4102511 U.S. 17, Volusia County
- FDOT, District Two - #4305422 S.R. 26, Alachua County
- FDOT, District One - #4258432 S.R. 951, Collier County
- St. Johns County, C.R. 210, St. Johns County
- FDOT, District Seven - #2578623 Sam Allen Rd., Hillsborough County
- Manatee County – Moccasin Wallow Road, 95 Duval County
- JEA, Racetrack Road, St. Johns County
- Polk County, #5400114 Johnson Road, Polk County
- City of Jacksonville, The Landing
- City of Jacksonville, Jacksonville Power Plant Litigation
- Orlando Utilities Commission, Holden Avenue

Mr. Chop has consulted on and appraised property for litigation, specifically eminent domain proceedings and various valuation litigation purposes. Mr. Chop has testified as an expert witness in counties throughout Florida.

## Professional Affiliations / Accreditations

- Appraisal Institute, Designated Member (MAI), Past Chapter President
- International Right of Way Association, Designated Member (R/W-AC)
- Certified General Real Estate Appraiser – Florida (RZ2660), Georgia (351619), Mississippi (GA-1354), North Carolina (A8408), South Carolina (063020) Tennessee (5693), Texas (1380190)
- Habitat For Humanity, Board Member

## Education

- Florida State University, B.S. Real Estate and Finance



**Phase I Cultural Resource Assessment Survey  
of the Ayrshire A-5.18 and A-8.01 Parcels  
City of Green Cove Springs  
Clay County, Florida**

**DEP Application No.: 2021-0000  
City of Green Cove Springs Ord.: 62-818.016.2(C)**

**Prepared by  
Dana Ste.Claire, M.A., RPA  
Heritage Cultural Services LLC**

**June 2021**



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## **Introduction**

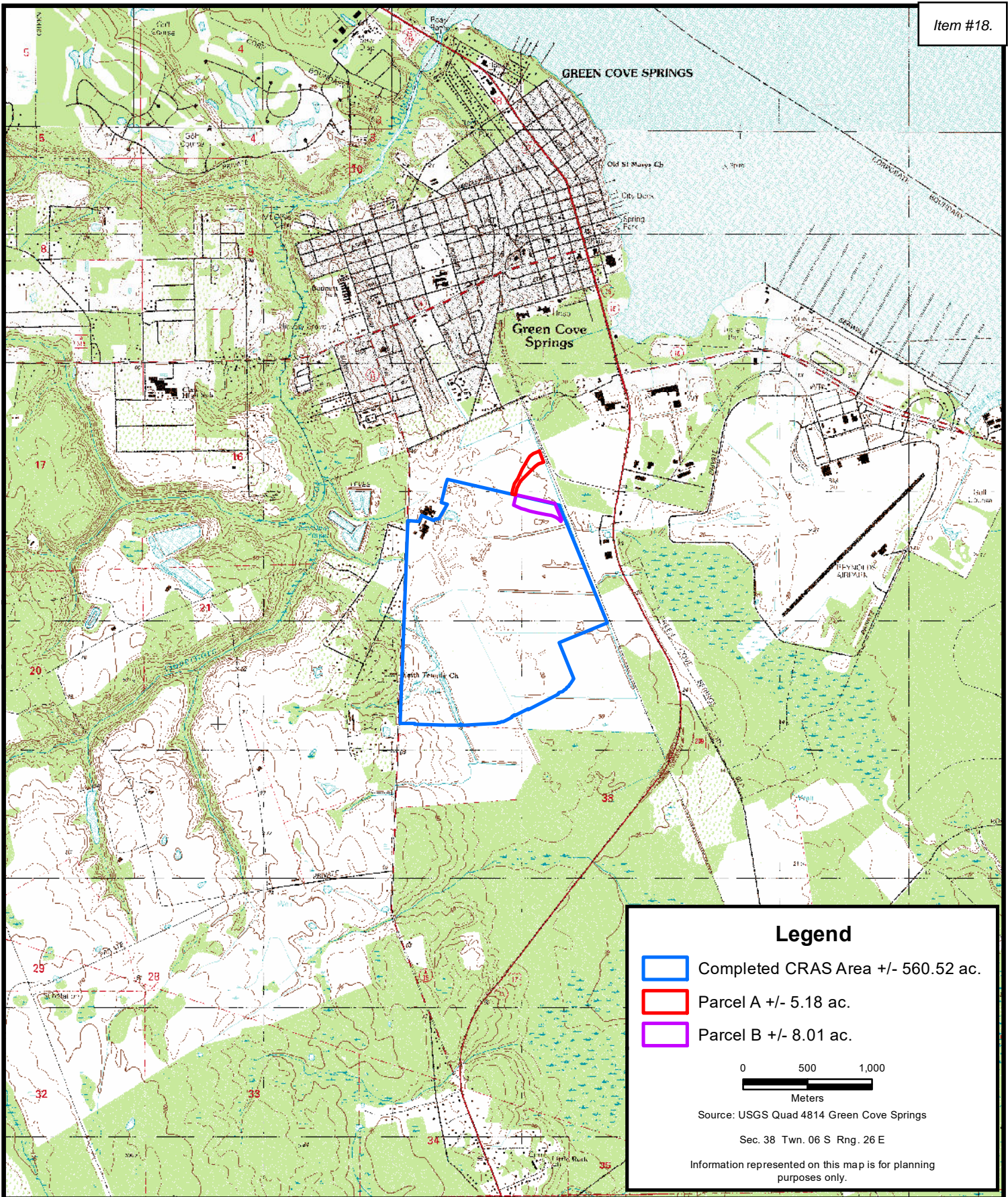
This document reports the findings of a Phase I cultural resource assessment survey of the Ayrshire A-5.18 and A-8.01 Parcels, Green Cove Springs, Clay County, Florida, conducted for DR Horton, Inc., St. Johns, Florida (see Figures 1 and 2). The survey was conducted to satisfy the cultural resource requirements and provisions of the Florida Department of Environment Protection (DEP) and Florida Division of Historical Resources (DHR)/State Historic Preservation Office (SHPO) pursuant to a proposed land exchange with the City of Green Cove Springs (City Ordinance: 62-818.016.2(C)). The purpose of the survey was to locate any archaeological and/or historical sites within the project area, recorded and unrecorded, and to assess their potential eligibility for nomination to the National Register of Historic Places. The authority for this procedure is Section 106 of the National Historic Preservation Act of 1966 and its implementing authority, 36 CFR 800 and 33 CFR 325: Appendix C. This final report of findings is designed to provide the DEP, DEO, DHR (SHPO) and other permitting agencies and governments with information resulting from the subject cultural resource assessment survey for their review in regard to potential impact of the proposed development on historical and archaeological sites. The State Historic Preservation Office (SHPO) advises state and federal agencies as they identify historic properties (listed or eligible for listing in the National Register of Historic Places), assess effects upon them, and consider alternatives to avoid or minimize adverse effects.

Parcel A-8.01 was part of the APE for a recently conducted Phase I cultural resource assessment survey of the 560.52-acre Ayrshire-Gustafson Farm PUD Property, Green Cove Springs, Clay County, Florida, also conducted for DR Horton, Inc. The survey was conducted to satisfy the cultural resource requirements and provisions of the Florida Division of Historical Resources (DHR)/State Historic Preservation Office (SHPO) pursuant to a St. Johns River Water Management District permit (DHR Project File No. 2021-1067; SJRWMD App. No.: IND-019-167286-1). The CRAS report was submitted to DHR Compliance Review in May of 2021. The subject report of investigation pertains specifically to the un-surveyed A-5.18 Parcel owned by the City of Green Cove Springs.

The project area is located in Section 38, Township 6 South, Range 26 East, in Green Cove Springs, Clay County, Florida. In general, Parcel A-5.18 is bounded by the general right-of-way of U.S. Highway 17 on the east, Gustafson Dairy Farm lands on the west and south, and the legal boundaries of private lands on the north (see Figures 1 and 2). Excepting delineated wetlands, these project perimeters bound the **Area of Potential Effect (APE)** as defined by Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665) as amended.

A Township-Range-Section (TRS) search conducted by the Florida Master Site File offices (FMSF) in April 2021 indicated that no archaeological or historical sites were recorded on the subject parcel, but that the A-5.18 Parcel APE was part of previously recorded rural historic landscape (8CL01245) (see attached FMSF map and lists). The southern extension of this resource group into the current project area recently expanded the boundaries of the 8CL01245 rural historic landscape.





**CARTER ENVIRONMENTAL  
SERVICES, INC.**



42 Masters Drive  
St. Augustine, FL 32084  
904-540-1786

[www.carterenv.com](http://www.carterenv.com)

Topographic Location Map

**Ayshire-Gustafson Farm PUD**

Project: 5.20092

Clay County, FL




Date: Jun 08 2021

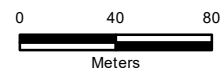
Figure Page 538





# Legend

-  Completed CRAS Area +/- 560.52 ac.
-  Parcel A +/- 5.18 ac.
-  Parcel B +/- 8.01 ac.



Sources: ESRI Aerial Basemap

Information represented on this map is for planning purposes only.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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Aerial Map

## Ayrshire-Gustafson Land Swap CRAS

Project: 5.20092

Clay County, FL

Date: Jun 08 2021



Figure

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## **Cultural Prehistory of Clay County**

Prehistoric peoples have inhabited Florida for at least 15,000 years. The earliest stages are pan-Florida in extent while later cultures exhibited differing cultural traits in the various archaeological areas of the state. Milanich and Fairbanks (1980) and Milanich (1994) have synthesized the earlier work of John Goggin (1952) and others in east Florida in their model of cultural prehistory in Northeast Florida, of which Clay County is part. Their chronology, as modified by recent archaeological research, will be followed in a brief overview of the prehistoric development in this region, which includes the project area. This cultural sequence provides a framework for the understanding and evaluation of archaeological sites in the project area.

The subject parcel is located in the East-Central archaeological region of Florida as defined by Milanich and Fairbanks (1980:22) and Milanich (1994). This region extends from the St. Marys River to the north and south to the vicinity of Vero Beach on the Atlantic Coast, and includes the St. Johns River drainage and most of the eastern coastal lagoon regions.

### **PaleoIndian Period**

The first discoverers of the New World were the Siberians of East Asia. More than 20,000 years ago, possibly as early as 40,000 years ago, prehistoric hunters crossed into North America from Asia over the Bering Strait land bridge, a continental link created by shrunken seas during the Ice Age.

Following food supplies, mainly roaming herds of large mammals such as mastodons and mammoths, the Asians migrated throughout the Americas, eventually finding their way into Florida some 15,000 years ago. Many archaeologists believe that these early Floridians, called PaleoIndians, relied, in part, on the coastal regions for food and other resources. If so, the areas they once inhabited are now under water because ancient coastlines were miles beyond where they are today due to the lower sea levels of the time. If they have survived the destructive nature of rising sea levels, these archaeological sites will be found offshore, possibly along relic river channels, the past freshwater environs where indigenous people tended to concentrate. This phenomenon may explain why archaeologists have such a difficult time finding evidence of early humans in Florida, especially along the coasts.

Recent research on Paleoindian sites in and along the Aucilla River in northwest Florida, particularly the Page-Ladson site, has changed the thinking on early prehistoric peoples in Florida and the Southeast (Dunbar 2012; Halligan 2012; Webb 2006). Based on these archaeological investigations and the data produced, it is generally believed that Paleoindian settlement was more specialized and sedentary than once thought, particularly in how Pleistocene megafauna such as mastodons were hunted and processed. The lithic tool assemblage associated with these early prehistoric activities is sophisticated and specialized.



While it is likely that they inhabited the area, PaleoIndian artifacts are infrequently found in Clay County and its surrounding areas. Most have been recovered from the St. Johns River by divers who often find them in association with the fossil remains of early mammals such as elephants and bison, which were hunted by the PaleoIndians. These associated remains seem to indicate that Florida's earliest residents were taking and later butchering animals at river fords where the large creatures were temporarily incapacitated as they waded across the water. Archaeologists refer to these locations as "kill sites."

The Florida environment during PaleoIndian times was much different than today. The climate was cooler and drier, and freshwater was more difficult to find due to lower sea levels. Forests of hardwoods, mostly oak and hickory, grew alongside of open prairies. Here, PaleoIndians coexisted with and hunted an unusual variety of Pleistocene mammals which once lived in Florida such as giant ground sloths, horse, bison, llamas, giant armadillos, huge tortoises, peccaries and several types of elephants. They hunted many species of smaller animals, as well. Subsistence was of primary concern to these early people whose lifestyles were largely dictated by the migratory patterns and movements of game. The principal PaleoIndian diet was supplemented by wild plants, nuts, berries and food resources from the coasts.

PaleoIndians used specialized stone tools, the most characteristic of which are slightly waisted spear tips known as Suwannee and Simpson projectile points. Hundreds of these points have been found throughout Florida in rivers, suggesting that they were lost during game ambushes at river crossings.

### **The Archaic Period**

About 6,000 B.C., the Earth's climate changed and a warming trend caused glaciers to melt and release a tremendous amount of water into the ocean. Consequently, sea levels began to rise dramatically, changing the shape of the coastlines of Florida. The warmer temperatures and abundance of water caused a change in the environment and extensive hardwood forests gave way to pines and oaks, and swamp forests emerged. This was the end of the last great Ice Age.

It was during this period that the large mammals that once characterized Pleistocene Florida disappeared. In a new landscape that looked very similar to what Clay County does today, lesser mammals flourished. The new environment produced a variety of new food sources which prehistoric people adapted to with a new technology. These events marked the beginning of the Florida Archaic period.

About 6,000 years ago, Archaic period hunters and gatherers began to expand out of the central highlands of Florida around Ocala and Gainesville and move into areas along the St. Johns River where they discovered an abundant supply of fish, game, and freshwater shellfish, mainly snail and mussel. By 4,000 B.C., prehistoric peoples were well established along the river, living there year-round rather than seasonally. For the first time, people became more sedentary in lifestyle, settling in one area. A stable supply of food found in the river environs attracted and supported more people and eventually large



villages and ceremonial centers began to emerge. These Archaic populations are known archaeologically as the Mount Taylor culture, named after the Mount Taylor site, a freshwater shell mound on the St. Johns River.

Perhaps the most significant of these sites is the archaeologically acclaimed Tick Island site on the St. Johns River to the southwest. Evidence from this site suggests a large and complex society once lived there, which practiced organized ceremonialism. Some of the earliest pottery in North America has been recovered from Tick Island along with a spectacular array of artifacts. Unfortunately, most of these were salvaged as the shell mound was being mined for road fill in the 1960s. Radiocarbon dates associated with human burial remains recovered from the site prior to its destruction indicate that Tick Island was well established by 4,000 B.C.

### **The Orange Period**

The Archaic tradition, or the way Archaic peoples lived, continued for some time. The practice of hunting, gathering of food, and fishing, including the taking of shellfish, provided the food resources for prehistoric peoples to subsist in many areas of Northeast Florida.

Around 4,000 years ago or about 2,000 B.C., the technology of pottery making was acquired by the Archaic people of Northeast Florida. The earliest forms of pottery were made from locally-gathered clays mixed with plant fibers. When fired, the bodies of these ceramic vessels became orange in color. This recognizable pottery type, evidenced by its color and the presence of fiber impressions throughout, is used by archaeologists to identify the Orange or Late Archaic cultural period in Clay County, a continuation of the Archaic lifestyle with the advantage of pottery vessels. Orange period sites along the St. Johns River have produced the oldest dates for pottery in North America. The earliest pottery vessel forms are rectangular-shaped and were probably modeled after baskets.

It is generally believed that it was during the Orange period that prehistoric peoples were attracted to the coasts of Northeast Florida by a new food source created by a changing environment. An abundance of shellfish, produced by developing estuaries, caused inhabitants of the St. Johns River basin to migrate to the coastal regions of and develop a new but similar means of subsistence. The settlement model for this period theorizes that the coastal resources supplemented the freshwater river lifestyle rather than replace it entirely. For some time, it has been believed that prehistoric groups of this time made seasonal rounds to and from the coasts from their permanent villages along the St. Johns River. These seasonal migrations are suggested to have taken place during the winter months when foods other than marine shellfish were scarce or not available.

However, evidence from coastal areas indicates that Late Archaic peoples were living along the coasts of Northeast Florida year-round rather than at certain times of the year (Russo & Ste.Claire 1991; Ste.Claire 1990). Archaeological research conducted in Duval, St. Johns, Flagler and Volusia Counties, revealed that Orange period people were collecting and eating a variety of coastal resources throughout the year. Many of the sites



researched are coquina middens, formed by the discarded remains of beach clams that were gathered from the seashore rather than estuaries. These tiny clams were collected in mass and cooked and eaten as a broth. Orange fiber-tempered pottery recovered from Late Archaic period coastal sites indicates that prehistoric peoples were using these areas about 4,000 years ago.

It is likely that Archaic period peoples were living in the coastal regions prior to the Orange period. Investigations at the Strickland Mount complex in Tomoka State Park in Volusia County have revealed extensive coquina middens that contain no pottery. These shell middens along with an early mounded burial may suggest that prehistoric groups had settled the east coast long before what is currently accepted. Rather than making seasonal rounds to and from the St. Johns River and the coast, it is likely that prehistoric people in Northeast Florida, beginning with the Mount Taylor period, settled the two regions simultaneously, finding in both environments the resources necessary to support themselves year-round. Small Archaic period sites along the upper reaches of interior drainages may be short-term hunting or collecting stations, which were used by small groups who traveled from their permanent villages on the coast or river to gather food over a period of several days. These activities would allow people to maintain permanent residences in either location, with shellfish and fish providing the primary means of food, while gathering resources from surrounding areas.

### **The St. Johns Period**

The end of the Orange period is characterized by changes in pottery types resulting from different tempering agents, including sand, which were used along with or in place of fiber. By 500 B.C., Orange pottery was replaced by a chalky ware known as St. Johns. The introduction of this ceramic type marks the beginning of the St. Johns cultural period, a way of life that spans two millennia, lasting until the arrival of European explorers around 1500. While much larger in number, prehistoric populations of this period practiced the same pattern of living developed by Archaic peoples centuries before, including shellfish harvesting, hunting, fishing, and plant collecting. It was also during this period that domesticated plants, mainly corn and squash, were used for the first time.

The St. Johns people occupied two major regions of Northeast Florida: the St. Johns River basin to the west and the environmentally rich estuaries of the Intracoastal waterways of the east coast. Abundant resources in both areas allowed prehistoric populations to grow and expand throughout these regions of the county, establishing permanent villages and ceremonial and political centers at locations where food was most plentiful. Both the river and coastal regions are marked by enormous shell mounds, the remains of prehistoric foods – snail and mussel in the freshwater environs and oyster, clam and coquina on the coasts, all of which served as the staple for the St. Johns diet for centuries. In particular, it was the shell mounds of the east coast such as Turtle Mound in Canaveral National Seashore Park and Green Mound in Ponce Inlet that grew to colossal proportions. These coastal shell heaps represent the largest shell middens in North America.



Because of an abundance of fish and shellfish in the estuarine regions of coastal Northeast Florida, St. Johns people lived in many areas along the Intracoastal waterways other than the densely populated areas of river basins, this evidenced by the numerous shell middens and burial mounds known for the Intracoastal area in Duval, St. Johns, Flagler and Volusia Counties.

St. Johns period sites abound along the St. Johns River to the west, as well, indicating that prehistoric activity in the river basin during this cultural period was extensive. Here, enormous shell mounds and sprawling middens are composed of freshwater snail instead of oyster. The largest of these, Tick Island, was a focal point for St. Johns people as well as Archaic hunters and gatherers. Tick Island and other large sites likely were areas where St. Johns populations concentrated and consequently developed political and ceremonial systems to organize their complex societies.

Less is known about the inland occupations of St. Johns people, those that occur between river and coast. It is clear, however, that these areas were being used during the St. Johns period, this evidenced by interior sites. Freshwater snail and coquina middens found along inland lakes, ponds, swamps and other drainages suggest that some St. Johns people were well adapted to these areas, living selectively, seasonally or year-round within the interior portions of the region.

The late St. Johns period peoples were known historically as the Timucuan Indians in Clay County and in Northeast Florida, a name that was given to them by the early European explorers. The ethnographic works of the French artist Jacques le Moyne in 1564 and other early descriptions provide archaeologists and historians with invaluable information regarding the lifestyles of the Timucua and their prehistoric ancestors. These early documentations, coupled with archaeological information, give us a relatively accurate profile of native life.

We know from this information that in addition to collecting shellfish from local waters for food, native Floridians also hunted, with bows and arrows and spears, deer and many other animals – even alligators, and fished, and trapped turtles and birds. Plants, roots, nuts, mainly acorns and hickory nuts, and berries were also gathered for food. A popular method of cooking foods involved the stewing and boiling of meats and plants in various combinations in a large pottery “kettle.” Fish and animals were barbecued whole and preserved on smoke racks made of wood and crop harvests were stored in corncribs. Later, some native groups learned to grow corn, beans, squash, pumpkins, and other domesticated plants, a renewable source of food that ensured a stable diet. It is thought by some archaeologists that in the spring some of these groups would abandon their large coastal villages, divide into smaller farming groups, and grow crops in the fertile grounds of the St. Johns River Valley and around the interior lakes of Central Florida.

Some Timucuan villages were fortified by a palisade line or a wall made of sharpened, upright timbers. A village often had a large community house in its center where ceremonies, religious activities, and political gatherings took place (Worth 1998). This



central structure was where the chief presided, as well. Surrounding the community center were smaller huts that housed families. These houses were circular and dome-shaped in form with palmetto-thatched walls and roofs. Inside, wooden benches were used for sitting and sleeping. While the Timucuan attire was brief, sometimes consisting of strands of Spanish moss, their practice of body ornamentation and use of jewelry made for some richly decorated natives. Chiefs and other important members of the community were often tattooed from head to foot, a symbol of authority. Men wore their hair up in a “top knot” usually with feathers or stuffed animals adorning their heads. Dyed fish-bladder ear plugs and long shell and bone pins were worn by both men and women. Jewelry, finely crafted and colorful, was made of shell, pearls, bone, wood, stone, and metal.

Accustomed to life near the water, prehistoric peoples used dugout wooden canoes for transportation and hunting in the extensive waterways of the Intracoastal and the St. Johns River. The dugouts were made by felling a tree, usually a pine or cypress, and hollowing out the body by burning and scraping away the interior wood. Many of these wooden vessels have been recovered from the bottom of lakes and rivers throughout the county area.



## **Regional Settlement Patterns**

### **The St. Johns River Basin**

The St. Johns River is located less than one mile to the northeast of the project area. Prehistoric settlement along the St. Johns River Basin (including the Green Cove Springs area) is lengthy, beginning with the first inhabitants known as PaleoIndians. Most evidence of PaleoIndian period (ca. 10,000 years B.P.) activity has been recovered from the St. Johns River by divers who often find them in association with the fossil remains of early mammals such as elephants and bison, which were hunted by these very first Floridians. These associated remains seem to indicate that Florida's earliest residents were taking and later butchering animals at river fords where the large creatures were temporarily incapacitated as they waded across the water. Archaeologists refer to these locations as "kill sites."

About 6,000 years ago, Archaic period hunters and gatherers began to expand out of the central highlands of Florida around Ocala and Gainesville and move into areas along the St. Johns River where they discovered an abundant supply of fish, game, and freshwater shellfish, mainly snail and mussel. By 4,000 B.C., prehistoric peoples were well established along the river, living there year-round rather than seasonally. For the first time, people became more sedentary in lifestyle, settling in one area. A stable supply of food found in the river environs attracted and supported more people and eventually large villages and ceremonial centers began to emerge. These Archaic populations are known archaeologically as the Mount Taylor culture, named after the Mount Taylor site, a freshwater shell mound on the St. Johns River in Duval County. This way of life continued for several thousand years in the river basin areas.

Perhaps the most significant of these sites is the archaeologically acclaimed Tick Island site on the St. Johns River to the south in Volusia County. Evidence from this site suggests a large and complex society once lived there, which practiced organized ceremonialism. Some of the earliest pottery in North America has been recovered from Tick Island along with a spectacular array of artifacts. Unfortunately, most of these were salvaged as the shell mound was being mined for road fill in the 1960s. Radiocarbon dates associated with human burial remains recovered from the site prior to its destruction indicate that Tick Island was well established by 4,000 B.C.

Later prehistoric occupations of the St. Johns River Basin are known as the St. Johns Periods. Abundant resources in basin area allowed prehistoric populations to grow and expand, establishing permanent villages and ceremonial and political centers at locations where food was most plentiful. The basin is dotted enormous shell mounds, the remains of prehistoric foods (snail, mussel and fish), all of which served as the staple for the St. Johns diet for centuries.

The Thursby Mound on Blue Spring has produced some of the most interesting archaeological materials in Volusia County. Of these, several toy like pottery effigies of corncobs, squash, gourds, acorns and animals are most fascinating. The clay figures in



the form of vegetables, as well as the presence of corncob-marked pottery, implies that St.Johns period peoples who lived near the Thursby site practiced horticulture, including the growing of maize and other domesticated plants.

As horticulture became more and more important to these prehistoric groups and greater numbers of people were supported and brought together by the stable food supplies, social and political systems became more complex. This is reflected in the specialized mound construction at the Thursby site. The mound is a truncated cone about 12 feet high and 90 feet in diameter. Leading to the mound from the St.Johns River is a shell ramp. The ramp and other mound features suggest that late St. Johns groups at Thursby had contact with the complex cultures of South Florida where these activities were more prevalent. The one time presence of gold and silver artifacts in the mound suggests trade with the Calusa Indians of southwest Florida.

In 1955, a dragline operator pulled a large carved owl from the St. Johns River near the Thursby Mound. The figure, made from a whole log by burning and scraping, most likely represents a ceremonial scarecrow of some sort rather than a clam totem. Since the owl was viewed by Florida natives as a symbol of evil, it may have been placed next to the mound to ward off unauthorized visitors. The figure is currently housed at the Fort Caroline National Park near Jacksonville.



## **Historical Background**

### **First Spanish Period (1565-1763)**

The native peoples of the North American continent were well aware of the arrival of Europeans and Africans to their eastern shore at the start of the 16<sup>th</sup> century. Although *Juan Ponce de Leon*'s 1513 landing and naming of *La Florida* is the most enduring account of early discovery, it is widely accepted that he was preceded by others as evidenced by his own encounter with "an Indian who understood the Spaniards." During the first 50 years of European presence in Florida, Ponce de Leon and a succession of others appointed as *adelantado* (conqueror and spokesman for the king of Spain) documented the land, faced its people and attempted to settle Florida. The challenges proved daunting as these expeditions made fatal mistakes in calculating stores and supply routes, anticipating differences in climate, negotiating terms with native chiefs, and lusting after non-existent precious metals. In 1565, *Pedro Menendez de Aviles*, receiving royal favor for his decisive actions against the French corsairs, was awarded a charter by Philip II for the settlement of Florida. In addition to the same daunting tasks faced by his predecessors, Menendez had the added burden of an immediate threat from the French—they had established *Fort Caroline* at the mouth of the St Johns River the year prior. Setting sail with ten ships and more than a thousand men, Menendez within five years achieved remarkable results—the French were ousted from Florida, trans-ocean supply lines and trade routes were secured, the Jesuits were ministering to native converts at coastal missions from Charlotte Harbor to Chesapeake Bay, a network of agricultural *haciendas* were under development, and a permanent garrison named *St Augustine* had been established. Although this success was short-lived with his death in 1574, the course of Florida's history was mapped out for the next two centuries.

With the departure of the Jesuits from Florida in 1572 the Franciscan order soon stepped in to take over missionary work. Over the next century a network of missions and *doctorinas* (a Christianized Indian settlement with an itinerant priest) closer to Spanish military garrisons were developed with St. Augustine at its center. One axis of the network ran north along the waterways of the coast to *Santa Elena*, located on Parriss Island in South Carolina. The other axis ran along a *camino real*, often referred to as the "road to Apalachee", connecting with a mission named *San Luis* in present-day Tallahassee. To keep supply lines open for these remote locations four ferries were established by the Spanish at major river crossings—two on the Suwannee River and two on the St Johns River. One of the St Johns River ferries was located due west of St Augustine at the Indian village known as *Tocoi* on the east bank of the river. By 1616 the original occupants of the village had succumbed to pestilence. In the late 1620s the Spanish governor of Florida, *Luis de Rojas y Borja*, initiated an effort to establish a new mission on the site, *San Diego de Halaca*, repopulating the vicinity with a native people referred to as the *Acuera*. It was part of a larger missionization plan by the governor to develop the *Yustega* province on the Suwannee River, recognized for its fertile agricultural lands. The Spanish ferry landing on the western bank of the St Johns River was once located just northwest of the subject property. From there the *camino real* turned to the



southwest and it appears very likely that it was located on the subject property (see 1778 British survey map included in this report).

Increasing friction between the Spanish and British colonial superpowers at the end of the seventeenth century resulted in the fortifying of strategic positions in Spanish Florida such as the construction of the *Castillo de San Marco* in St Augustine during the years 1672-95. It is around this time that the Spanish constructed small fortifications at both of the St Johns ferry landings--*Fort Picolata* was constructed on the east bank and *San Francisco de Pupe* or “Fort Pupo” on the west bank. A small garrison of eight men outfitted with small artillery pieces was assigned to each outpost.

With the development of Georgia and the Carolinas by the British, raids into Florida by their Indian allies and later in combined forces began to take its toll on the outlying missions and doctorinas. From 1702 to 1706 attacks increased and the Spanish were forced to withdraw from the Appalachee and western Timucua provinces to the St Johns River. On occasion the soldiers were engaged by Creek and Yuchi Indians sent to prey on Spanish outposts. By 1738 the original wooden structures had deteriorated and were deemed too small to hold an adequate garrison hence the construction of larger structures at each site the following year. In 1740 the forts were captured and occupied by Georgian and Indian forces led by James Oglethorpe. On their withdrawal, later in the summer, they destroyed the forts. After Oglethorpe and his forces returned to Georgia, the Spanish governor ordered a census of agricultural lands in the interior provinces. Francisco de Castilla conducted the inventory remarking of brush-laden “old fields” and ruined haciendas along the camino real beyond Fort Pupo (Worth 1998). The Spanish or British never reestablished Fort Pupo (the remains of the fort were investigated archeologically by John Goggin in 1950-51). Fort Picolata was reestablished by the British during their occupation of Florida.

#### British Colonial Period (1763-1784)

The ongoing struggle between European nation-states to colonize the New World during the Age of Enlightenment included the Seven Years’ War, referred to in the United States as the French and Indian War (1745-60). During the 18<sup>th</sup> century Britain had successfully usurped the infamous Spanish Armada for superiority over the world’s oceans. Realizing its fallibility Spain formed an uneasy alliance with France to protect its colonial interests against the emerging naval dominance of the British. In a bold move the British attacked and seized Havana, Cuba--Spain’s long-established base of operations in the Caribbean. The Spanish had no choice but to cede La Florida to the British during negotiations at the 1763 Treaty of Paris in order to recover their coveted capital. After a century of conflict Britain had successfully pushed Spain off the coast from the St. Marys River to the Mississippi adding East Florida and West Florida to their established colonies in the New World.

Although all loyal Spanish subjects including Christianized Indians with the exception of three families, left Florida by 1764 (Schafer 2003) the peninsula was by no means uninhabited when the British arrived. Despite rampant disease and starvation;



enslavement; armed conflict between nations and tribes; and forced acculturation in general, several groups of indigenous peoples survived and retained cultural identities separate from the Europeans. In Georgia and the Carolinas the English named one such group of loosely allied Chiefdoms as the *Creeks*. In Florida the Spanish referred to natives who resisted conversion to Christianity and cultural assimilation as the “wild ones” or *Cimarrons*. The Creek words *ishiti semoli* meaning “separatist” or “renegade,” was also in use. The name *Seminole* was first used in written language by British Indian Agent John Stuart in 1771. Euro-American history has traditionally treated these groups as distinct and separate from earlier tribes known to have populated the Florida’s northeast coast (e.g. Timucua, Mayaca, Jororo). Recent publications documenting oral and familial histories of Native Americans in Florida suggest that this may be an ethnocentric bias. These names and distinctions existed back then as a convenience for Europeans forging strategic alliances and today as a means for academic reflection. Instead Native American culture appears to be substantially more varied with intricate multi-cultural alliances and inter-marriages than previously recognized (Weisman 1989).

The Spanish approach of assimilating native culture into their own was not the way of the British. Instead, they chose to “leave well enough alone” as established by the *Treaty of Picolata* in 1765--named after the fort on the St Johns River originally established by the Spanish just to the east of the subject property where the treaty was negotiated. The results of the Indian congress were that a strip of land 25 miles inland from the Atlantic shore ranging from St Marys to a point on the St Johns 60 miles south of Fort Picolata was reserved for British occupation and use. This coastal stand contained rich bottomlands and hammocks and were subsequently subdivided for British investors who were excited at the prospect that East Florida was similar in climate, soils and environment to the Carolina low country. The success of large coastal plantations in the Georgia and South Carolina colonies where cash crops such as indigo, cotton and rice were raised for export to the mother country had earned great wealth for many a nobleman.

But before the land grants were to be developed a better understanding of this mostly uncharted wilderness that Grant referred to as a “New World in a state of nature” was in order. The man selected by the king for a reconnaissance of the new territory was the well-traveled and respected man of science from Philadelphia—John Bartram. Appointed as “Royal Botanist” the sixty-six year old Bartram began his expedition from St. Augustine in the winter of 1765 accompanied by his son William. They traveled by a small sailing vessel up the St. Johns River documenting the depth and composition of soil strata along with the locations of rivers, creeks, savannahs, and oak and pine forests. The Board of Trade and Plantations in 1766 published his travel journal and corresponding map, which was widely read by British aristocrats and merchants and guided them in acquiring land grants in East Florida.

In November 1765 John and William Bartram attended the Indian congress at Fort Picolata observing treaty negotiations between British officials and leaders of the Creek and Seminole tribes. One month later the two were on their St Johns River expedition camping at Fort Picolata on December 23 and Palmetto Bluff the following night. After



the eight week journey it appears William Bartram was inspired to try his hand at plantation life much to his father's dismay. Receiving a land grant in 1766 of 500 acres on Little Florence Cove just north of Fort Picolata, William with six slaves settled on the low-lying land. Family-friend Henry Laurens stopped for a visit in August of that year and was alarmed at the conditions he found. "His situation on the River is the least agreeable of all the places that I have seen"; his house a "hovel...extremely confined" on "a beggarly spot of land, scant of the bare necessities"; water in the cove "exceedingly foul"; and Bartram himself sick with fever. Writing to his father the concerned friend bemoaned the "forlorn state of poor Billy Bartram". William left Florida by the end of the year and later stopped at Fort Picolata during his 1774 exploration of north Florida collecting source material for what became his celebrated book *Travels*. He noted that the fortification was "dismantled and deserted", but made no mention of his failed plantation.

Development of the East Florida colony proceeded in earnest. King George III appointed James Grant as governor of East Florida in 1764 selecting a man inspired to make the most of this new territory. Establishing his own plantation (today's Guana River State Park) north of the capital of St. Augustine, Grant experimented with a variety of crops to determine the best and highest yields from the rich hammock lands and marshes of Florida's coast. His efforts caught the attention of the London elite who, impressed with Grant's success especially with indigo, formed the *East Florida Society* as a clearinghouse for the latest news and information from the young colony. Land grants of 1,000 to 20,000 acres were made available to men of wealth and reputation. Planters with their enslaved Africans were sent to many of these grant holdings to begin the laborious process of clearing land, damming creeks and draining marshes to create agricultural fields for cultivation.

The second governor of British East Florida, Patrick Tonyn, took office in 1775 when Grant was called back into military service leading forces against the American revolutionaries. Tonyn himself established an indigo plantation on a 20,000 acre land grant just north of present day Green Cove Springs known as the *Black Creek* estate. Tonyn's efforts proved a profitable venture, so five additional 20,000 acre tracts were created to the south of Black Creek along the west bank of the St. Johns River. Awarded to wealthy British speculators in hopes that they would invest in similar operations, no attempt was ever made to develop these tracts. It appears likely that the subject property under study for this report was contained within either the land grant of Charles Mills or that of John Deike. However, since the land was never cleared and improved for plantation development no historic resources relating to such occupation exist on the property. It appears likely that the British made use of the old Spanish road, documenting it as part of a survey conducted by Joseph Purcell in 1778 (see copy provided).

### Second Spanish Period (1784-1821)

Spain retrieves their former holdings from Great Britain as a result of treaties signed in Paris after the American Revolution. The Spanish maintain the political subdivisions of



East and West Florida with St Augustine and Pensacola as respective capitals--East Florida retaining the same boundary established by the British. Unlike the earlier term of Spanish rule, the colony is occupied by a diversity of interests. Allegiance to the Spanish crown and the Catholic Church was required of residents, but not enforced. The population consisted of the Spanish military, a weakened priesthood, opportunist planters with wavering loyalties; runaway slaves empowered by looser ownership laws, and beleaguered natives under relentless attack from the north by the American military.

It was a time of unrest and difficulty. In 1794 a band of Georgians inspired by the principles of the American and French Revolutions took it upon themselves to free the residents of Florida repressed under Spain's tyranny. Expeditionary forces would provide the military support necessary for residents to claim independence from the Spanish crown, establish their own sovereignty and subsequently annex themselves into the new American republic. Hearing of the plot the Spanish Governor Juan Quesada ordered the evacuation of all settlements located between the St Marys and St Johns rivers including the burning of all standing buildings and harvest or destruction of all planted crops. During the War of 1812 Spain formed an alliance with Great Britain against Napoleon's global advances. As the United States prepared for another war with the British, southern slave owners seized the opportunity to justify retrieval of runaways who under Spanish law could own land and bear firearms. Referred to as the "Patriot War" in Florida incursions by armed Georgians and Carolinians swept deep into Florida again laying waste to newly rebuilt plantations and farmsteads along the St. Marys and St Johns rivers.

As early as 1689, African Slaves fled from the British American colonies to Spanish Florida seeking freedom. Under an edict from King Philip V of Spain the black fugitives received liberty in exchange for assisting in the defense of St. Augustine. Recognized by the Spanish as a militia, the armed freedmen were allowed to settle an area about a mile north of the Castillo de San Marco. The settlement known as Fort Mose was the first legally sanctioned free black town in North America. In an interesting turn of events, during the time of the American Revolution when East Florida became a safe-haven for British Loyalists, Africans were granted their freedom by the crown in exchange for bearing arms against the American insurgents. These soldiers became known as the Black Loyalists although the British also referred to a resident of these communities of runaway slaves as a maroon, derived from the same Spanish word, cimarron.

In 1811 Spanish Governor of East Florida, Juan Jose de Estrada appointed George J. F. Clarke, deputy surveyor of land grants, as Surveyor General when John Purcell left office and never returned. Neglect in conducting actual surveys in the field, lax record keeping and blatant disregard for rules adopted by the governor's office plagued his 10-year administration. Also he ended up with extensive grant holdings throughout north Florida along with his family members and friends, many of which were challenged in American court in later years. One of Clarke's land grants is located south of the subject property in Clay County and may have been a tract of timber assigned to him for use in the saw mill he had established near Fernandina. Clarke's Creek is said to be named after him.



For whatever reason, he soon left St. Augustine for the confines of Fernandina, where the census of 1814 shows him with a wife and four sons. [Ibid. 212-13.] The famed Clarke Mill Grant was located there and shows clearly on the official map of the town surveyed and drawn by George J. F. Clarke, in 1811-12. Clarke was instructed to make this map because of the unsanitary condition of the old town and its general unsightliness

#### American Plantation Period 1821-1860

As a result of the Adams-Onís Treaty of 1819, Spain relinquished Florida to the United States for \$5 million and certain international legal claims. The actual change in government occurred in 1821 with the merging of the two Floridas into one governmental body. The capital was moved to Tallahassee - considered a halfway point between the two old capitals of Pensacola and St Augustine - with Andrew Jackson appointed as Territorial Governor.

During this period, Bellamy Road (which passes through Clay County), also billed as “the first American Road in Florida,” was authorized by the 18<sup>th</sup> U. S. Congress as a means to facilitate commerce and military maneuvers between Pensacola and St Augustine. The Act directed that the public works project roadway follow “as nearly as practicable...the old Spanish road to St. Augustine, crossing the St. John's river at Picolata; which road shall be plainly and distinctly marked and shall be of the width of twenty-five feet.” Although the military was authorized to construct the road, the Territorial legislature contracted with John Bellamy, a well-respected planter from Jefferson County, to build it from the Ochlockonee River to St Augustine. Using his slaves and equipment the road was completed in 1826 at a cost of \$13,500. Not everyone was satisfied with the work. One official commented that “the work is done in the slightest manner possible...that the road cannot possibly last a twelve month...stumps of the trees on the road are left standing to a great height...the causeways and bridges constructed on this road...are absolutely good for nothing.” He goes on to say that “most of the way much too narrow, often not exceeding in width from 12 to 15 feet” instead of the 25 feet specified by Congress. In defending his position Mr. Bellamy responded: “It is true sir, the unparalleled wetness of the season, last year, prevented me from being able to tender the as soon as I supposed I should have been able to do. But I now conceive it completed although already one of my important bridges has within a few days past been destroyed by fire from an Indian encampment.” The route came to be known as The Bellamy Road and was in use for most of the 19<sup>th</sup> century. Most of its length was bypassed by later cross-state routes constructed in the 20<sup>th</sup> century. Some segments are still in use, even with the same name, as local streets in some communities. Other segments have long since been abandoned. The historical significance of the road has been identified by the local historical society in Clay County who has erected a historic marker at it junction with US 17.

Florida's Seminole Indian population was estimated at about 4,000 and was joined by what is estimated to have been at least 800 maroons. During the Territorial Period American plantation owners were claiming these blacks as runaway slaves. Fearing seizure by slave raiders, the Black Seminoles became staunch opponents of relocation



efforts proffered by American interests. In tribal councils they stoked efforts to resist removal and threw their support behind the most militant Seminole faction led by Osceola. After war broke out individual black leaders John Cesar, Abraham and John Horse played key roles in strategic efforts to elude and attack American forces. In addition to aiding the Indians in their fight Black Seminoles conspired in the rebellion of at least 385 plantation slaves at the start of the Second Seminole War. The slaves joined Indians and maroons in the destruction of over 20 sugar plantations from December 1835 through the summer of 1836. Some scholars have described this as the largest slave rebellion in American history. By 1838 U.S. General Thomas Sydney Jesup succeeded in separating the interests of the maroons and Seminoles by offering security and promises of freedom to the blacks. His act was the only emancipation of rebellious African Americans in the South prior to Lincoln's Emancipation Proclamation in 1863.

In one of the attempts to end the longest and costliest Indian War in U.S. history, the United States Congress passed the Armed Occupation Act of 1842. Under the Act 200,000 acres owned by the federal government south of Gainesville and Palatka was divided into 160-acre tracts (1/4 of a square mile) and made available for homesteading. Any able-bodied man (or woman for that matter since several received land grants in their own name) who could occupy the land for five years by cultivating at least five acres and erecting a habitable dwelling was guaranteed title to the property. Since the Indian threat remained, the government also offered homesteaders arms and ammunition along with the promise of military troop support if Indians were sighted in the vicinity. Those who were successful with the program had to demonstrate the where-with-all typical of the classic "pioneer spirit" more commonly associated with development of the American West later in the 19<sup>th</sup> century. Most frequently extended families, friends, and slaves clustered several homesteads together since promised supplies and troop support were often not delivered to the settlers' satisfaction. Many settlers were former soldiers who had scouted out prime locations during their service in the Seminole Wars—almost half of the applicants were from outside of Florida moving from North and South Carolina, Georgia and Alabama (Covington 1961).

After the threat of Indian attack was finally put to rest as a result of treaties negotiated at the end of the Third Seminole War (1850-53), development of the St Johns River basin began to quicken. Because the inlets of Florida's east coast south of Jacksonville were treacherous to navigate by oceangoing vessels, the north-flowing St. Johns soon became the water highway for peninsular Florida. By the 1850s steamboats were making scheduled stops at landings along the middle St Johns facilitating commerce and travel. Lands were cleared near these landings for plantations where cotton and oranges were cultivated. This part of Florida also caught the attention of travelers who began spreading the word of the exotic nature of this tropical setting in northern salons and publishing outlets. During this time the first snow birds started to descend on Florida during the winter months—primarily outdoorsmen, writers, artists, and invalids. Recognizing the potential for an additional source of income, larger homes and hotels were constructed on the shores of the river as accommodations for travelers. Thus was the beginning of Central Florida's tourism trade growing over the next 150 years to become one of the premier travel destinations on the face of the earth.



In 1845 Florida became the twenty-seventh state in the United States. William D. Moseley was elected the new state's first governor, and David Levy Yulee, one of Florida's leading proponents for statehood, became a U.S. Senator. By 1850 the population had grown to 87,445, including about 39,000 African American slaves and 1,000 free blacks. Among several counties created by acts of the Florida legislature over the years before the Civil war, Clay County was created from a section of Duval County in 1858. The county is named after the famous American Statesman Henry Clay architect of the *Great Compromise of 1850* which likely held the Union together for another ten years.

### Recent History of Clay County

Clay County, Florida's 37<sup>th</sup> county, was created on December 31, 1858, by carving out part of Duval County in northeast Florida. The county is named after American statesman Henry Clay, U.S. Senator from Kentucky and Secretary of State under President John Quincy Adams. Its county seat is Green Cove Springs. Clay County is the home of Gustafson Dairy Farm, started in Green Cove Springs in 1908, now one of the largest dairy production facilities in the southeast.

Clay County was once a popular destination for tourists visiting Florida from the northern states. The therapeutic, warm springs and mild climate of the area were major draws for visitors. Steamboats brought them down the St. Johns River to hotels in Green Cove Springs including the St. Elmo, Clarendon and the Oakland. President Grover Cleveland was the most famous of these winter residents. Cleveland had spring water shipped to the White House in regular supply. Clay County's popularity among tourists peaked in the late 19th century. It was later eclipsed by Henry Flagler's extension of the Florida East Coast Railway to places such as Palm Beach and Miami.

The military has also played an important role in Clay County history. In 1939, Camp Blanding opened on Kingsley Lake in southwest Clay County. The Florida National Guard developed this 28,000-acre complex. During World War II, the National Guard trained over 90,000 troops and became the fourth largest "city" in the state. In Green Cove Springs, Lee Field was a flight training center. After World War II, Lee Field became a base for the mothball fleet. Although Lee Field closed in the early 1960s, Camp Blanding continues to operate today as a base for military training.

Lee Field, today called Reynolds Park, was once an important former military site for the nation. It is a former United States naval installation which was in active use from 1940 until 1963. From 1940 until 1945 it was known as Benjamin Lee Field and Naval Air Station, Green Cove Springs, used for cadet and carrier flight training. From March 12, 1941 to February 20, 1942, it functioned as Lee Field, a Naval Auxiliary Air Field (NAAF) subordinate to Naval Air Station Jacksonville. On March 20, 1942, it was commissioned as Naval Auxiliary Air Station (NAAS), Green Cove Springs. In late 1945 it was recommissioned and converted to Naval Station, Green Cove Springs for berthing a large portion of the United States Naval Reserve Fleet, deactivated following



World War II. The Atlantic Reserve Fleet base featured eleven large piers, berthed over 600 naval vessels, and provided accommodations for 5,000 personnel. It was claimed by naval officials and reported as the largest collection of ships at one place in the history of the United States Navy. The base gained renewed importance during the Korean War (1950-1953) as vessels were re-commissioned for use in the war. Furthermore, a number of ships were taken out of mothballs, retrofitted and assigned to the United States Coast Guard or conveyed to allied nations such as Italy, Peru, Columbia and Uruguay during the Korean War years.

After the Korean War, Naval Station, Green Cove Springs declined in importance. The number of ships berthed there decreased dramatically beginning in the mid-1950s. Finally, in 1961 Secretary of Defense Robert McNamara announced the closing of the base in the context of a number of other base closings.

The remaining vessels were sold, transferred to allies or moved to another base in Texas. In 1963 the City of Green Cove Springs purchased the property. The city soon re-sold it to J. Louis Reynolds, Chairman of the Board of Reynolds International and son of the founder of Reynolds Aluminum. Since that time the property has been known as Reynolds Park. J. Louis Reynolds failed to develop the property into an industrial park and by the mid-1970s the former base quickly fell into disrepair. Over time many of the properties associated with the naval base were demolished or moved from the property.



## A History of the Gustafson Dairy Farm

**Nikole S. Alvarez**  
**Historical Research Consultant**



*Agnes and Frank Gustafson*

Frank and Agnes Gustafson, also known as Mamma and Papa Gus, founded their dairy farm in 1908 with a lone cow named Buttercup. They lived on Walnut Street in downtown Green Cove Springs, Florida, when the town was a principal resort for winter visitors from the northeast. Mr. Gustafson was also the owner and operator of the first Ford dealership in Florida and it was purported that he had the first Model T vehicle in the state delivered.<sup>1</sup>

Early on, they provided only milk for their six children and nearby neighbors. Soon after, they began churning butter in a small shed in their backyard. Before long they were selling milk and butter to most of the city's hotels. As demand grew, the couple bought more cows. Because their cows were often found wandering the streets, city officials asked the family to move their operation. In 1925, they relocated to a site on County Road 15-A.

Edwin S. "Ed" Gustafson was born May 11, 1916. The son of Frank and Agnes Gustafson, Edwin worked throughout his childhood at the family dairy business. As an adult he served in various management roles at the dairy, including president until his death at the age of 88 on September 14, 2004. Under his and his brothers' ownership and management, the dairy grew from a small community dairy farm to one of the largest combined dairy and milk processing business in the country, distributing their milk products throughout the state of Florida. The dairy kept one of the largest herds of cows in the country at one time and serviced over 2,500 retail outlets in Florida. Edwin also oversaw many of the family's other business activities, including feed crops and timber farms. After the death of his brothers Noel and Pete, Edwin along with his son, Edwin Sherwood Gustafson, Jr. managed to continue to grow the dairy business, despite intense competition in the dairy industry. The Dairy provided many job opportunities for families living in Green Cove Springs and in general Florida; Gustafson was one of the largest employers ever in Green Cove Springs.<sup>2</sup>

<sup>1</sup> <https://www.greencovesprings.com/history-of-green-cove-springs>

<sup>2</sup> <https://www.legacy.com/obituaries/timesunion/obituary.aspx?n=edwin-s-gustafson-ed&pid=2616693>



## **Evolution of the Gustafson Dairy Enterprise**

As the dairy farm expanded beyond its main farm, it acquired a number of packaging plants throughout the state which enabled the company to transition from door-to-door sales (milk delivery) to a grocer-based distribution. The dairy farm brand and packaging depicted a black and white image of Frank and Agnes Gustafson. It soon became one of the most popular milk brands in Florida, rivaling fellow Florida-brand T.G. Lee.

During the tenure of E.S. (Sherwood) Gustafson, executive vice president and general manager, the company faced several battles. From 1987 - 1989, the dairy was one of the largest in the United States at one location. It produced a third of the raw milk needed by consumers in its processing plants. Gustafson's sold all the milk it produced to the Florida Dairy Farmers Association, a cooperative. It had joined the Association to insure itself a steady supply of milk for processing. About 80 percent of its processed-milk sales were made to six store chains. And almost half of those sales were to Winn-Dixie grocery stores which had bought from Gustafson's for almost 50 years, although the two never had a written contract. The Davis family, who owned a controlling interest in Winn-Dixie, and the Gustafson's "had a close social relationship over the years."

In 1985, after receiving more than \$2 million from the federal Milk Diversion Program, Gustafson set up a capital expansion plan for the succeeding five years, covering equipment and construction, pollution, land buying, self-insurance and herd expansion. They spent in total \$1.4 million more on that than had been accumulated. After two trials with the IRS, Gustafson's Dairy won in its claim that it didn't owe the sum in additional taxes.<sup>3</sup>

The Gustafson brand suffered another setback when it was the subject of a price-fixing scandal in the 1990s. Gustafson pleaded guilty in 1992 to breaking federal antitrust laws. The dairy said it was guilty of fixing milk prices for its commercial customers. Federal prosecutors said Gustafson was among a network of 23 companies that conspired to fix the prices from the early 1970s through 1988.<sup>4</sup> The price fixing affected milk sales throughout Florida.<sup>5</sup>

In a turn of events, Live Water Southern managing broker, Hunter Brandt, represented the Gustafson family in the sale of the Green Cove Springs ranch. Sherwood Gustafson oversaw the transition of the ranch to part legacy property for the family and part development of regional impact. The ranch was purchased by the Davis family, founders of Winn-Dixie supermarkets and owners of DDot Ranch and developers of Nocatee.<sup>6</sup>

<sup>3</sup> William Ringle. December 8, 1997.

<sup>4</sup> <https://law.justia.com/cases/florida/supreme-court/1951/53-so-2d-658-0.html>

<sup>5</sup> <https://www.jacksonville.com/article/20130927/NEWS/801245940>

<sup>6</sup> Cision PR Web. "Live Water Properties Announces the Sale of the Historic Gustafson Ranch". September 12, 2019.



After a century in business, Gustafson's Dairy in Green Cove Springs was purchased in April 2004, by Southeast Milk Inc., a dairy cooperative based in Belleview. It was formally closed on October 11, 2013. Joe Wright, president of Southeast Milk, Inc., or SMI Southeast Milk, Inc., took over the operation. The new dairy cooperative has distribution in Georgia, Florida, Alabama and Tennessee, and markets more than three billion pounds of milk annually.

When in 2004 the Gustafson Dairy Farm was considered too small and too old to remain productive and operationally efficient, Joe Wright, president of Southeast Milk, Inc. stated "It's just easier and more profitable to operate a modern milk plant." Most of the farm's 36 employees were laid off. Southeast Milk, Inc., continues to sell the historic Gustafson brand through the Southeast Milk's Plant City location and Belleview.

According to Gary Newton, an environmental administrator for the Florida Department of Agriculture and Consumer Services, there has been an increase of Florida dairy shutdowns in the past two decades. More than 600 dairy farms statewide have since been reduced to 128 dairies. Newton claims recent nationwide increase in feed prices due to the battle with corn coming out of the Midwest and an ethanol mandate put on fuel. Fuel companies are battling for corn, which increases the price of crops. Corn is a main staple for dairy animals, thus becoming expensive to feed cattle. When corn prices increase, cow feed increases, and the total production of milk rises as well. In addition, the increase in diesel prices makes transportation of cows and milk products more expensive.

### **Customer Preferences Change**

Florida is currently the number one milk-producing state in the Southeast and ranks 19<sup>th</sup> nationwide for milk production. Most of the state's slightly more than 100 dairy farms remain family owned. State and federal agriculture data show that the average dairy herd is 970 head. Florida's 125,000 dairy cows collectively produce about 300 million gallons of milk a year. About half a dozen dairy farms remain in Northeast Florida. Recently, the traditional dairies had to become more efficient to survive in a marketplace where the competition includes almond and soybean based beverages (milk alternatives). Old farms face the challenges of urban encroachment spawned by Florida's population growth. Unpredictable weather and fluctuating milk prices remain daily challenges. Operating costs such as labor, fuel or equipment escalate. Farmers also face pressure from developers who covet their land and high property prices thwart dairy production. Some dairy farmers simply opt out of the business. According to Florida Dairy Farmers Leaders, Northeast Florida's remaining dairies include three in Alachua County and one each in Putnam, Duval and Nassau counties. Those farmers carry on the tradition of hands-on care but also rely on state-of-the-art technology to manage their herds. Dairy farmers routinely use closed circuit cameras to monitor their milking parlors, free stall



barns and other farm operations. Computers have replaced hand-written ledgers for bookkeeping; recycling, especially water, is also essential to a more efficient operation.<sup>7</sup>

Mary Sowerby, IFAS regional dairy agent, said “changes and increases of competition in the beverage market has taken a hit on liquid milk sales...consumers now purchase drinks such as soda, sports beverages and juices instead of milk.” Storage of milk has become an issue for consumers as well because it requires refrigeration (compared to other liquids and milk alternatives such as almond and oat milk). As well as when it comes to the United States health-conscious consumers, “more low-calorie beverages - low-fat, reduced-fat and skim milk products” out-sell whole milk. The United States Department of Agriculture data indicates milk consumption being on the decline. U.S. per capita fluid milk consumption has decreased from 237 pounds in 1987 to 195 pounds in 2012. Rising milk prices, health advocates who question milk’s calories and nutritional value, and activists concerned about bovine hormones further sour sales. Overall, dairy production in Florida is still active but the number of farms closing has increased.<sup>8</sup> Market fluctuations of milk prices have been unprecedented in recent years.

### **Related Cultural Resources**

Located to the southwest of the project area off C.R. 15A, the Gustafson Dairy Farm (Rural Historic Landscape 8CL01258) represents a major portion of the Gustafson dairy operation. Documented elements (structures) of the dairy include Pete Gustafson building (a cattle transfer station), mechanic shop, east and west hay barns, a cattle feeding station, silage pit and corral (Johnson 2009).

According to the current FMSF CRAS manuscript file and Florida Master Site File resource group form, the Dairy Farm was recommended by Florida Archaeological Services, Inc. (Johnson 2009) as ineligible for listing in the National Register of Historic Places, or as a contributor to a National Register district. The SHPO concurred with this assessment. The dairy started operations in 1908 in the City of Green Cove Springs and in the 1940s moved its farms and cattle pastures to the 8CL0258 location. It was concluded by the SHPO that the Gustafson Dairy Farm was locally significant to the history and agricultural development of Clay County but was not NR eligible.

The 3,267-acre Gustafson ranch (Governor’s Park) is located in the same general region. The ranch was used as a vast cattle ranch and high-fence hunting preserve before giving way to the I-795 corridor currently under construction. Governors Park features frontage along Governors Creek for over nine miles; with over 100’ of elevation change across its 3,267 acres. There is 492 acres of pasture, 2,227 acres of planted and natural pine and 12 permitted wells ranging from 70 to 1,100 GPM in capacity.<sup>9</sup>

<sup>7</sup> The Florida Times-Union. “Last Clay County dairy milks its final cow but Northeast Florida farming tradition continues” Teresa Stepzinski. July 29, 2017.

<sup>8</sup> NPR. “Gustafson’s Dairy Closes in Green Cove Springs, Echoing Larger Trends” by Heather van Blockland and Renee Beninate. October 16, 2013.

<sup>9</sup> <https://www.landsofamerica.com/property/3267-acres-in-Clay-County-Florida/2596980/>



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## **Previous Archaeological Research**

A TRS search conducted by the Florida Master Site File offices, Division of Historical Resources, Tallahassee, in April 2021, indicated that archaeological and historical sites were recorded for the area surrounding the Ayrshire A-5.18 parcel, but not on the subject property. The FMSF data search also identified archaeological surveys that were previously conducted around the subject parcel (see attached FMSF map and survey list).

Mostly notably, Florida Archaeological Services, Inc. of Jacksonville (FAS) in 2009 conducted a comprehensive cultural resource assessment survey of the 3,266-acre Governors Park subdivision, the former location of the Gustafson Dairy Farm cattle ranch operation. The rural historic landscape with its contributing barns, hay stores, mechanic's shop and other buildings was recorded as Resource Group 8CL01258 (Johnson 2009). These former Gustafson fields are located just west of the Ayrshire-Gustafson property. A more complete description of this rural historic landscape is found in the History of Gustafson Farms section.

In 2015, Environmental Services, Inc. (ESI) surveyed a section of the former Gustafson tract, an 81-acre outparcel of the current project area (Newman & Handley 2015). The CRAS, located along the eastern boundary of the subject parcel, produced no cultural resources.

Southeastern Archaeological Research, Inc., conducted a cultural resource survey of the First Coast Outer Beltway in Clay and St. Johns Counties for the Department of Transportation (Stokes 2016). The corridor is located along the southern border of the subject property. No archaeological or historical sites were identified for the section of the corridor in this area.

Historic Properties Inc. (HPA) and Heritage Cultural Services LLC (HCS) recently completed the archaeological and historic properties assessment of the Reynolds Industrial Park (WWII Lee Field) located just west of the project area (Weaver 2018). The survey of 1,350-acre complex resulted in the documentation and evaluation of 61 structures that comprises the Lee Field Resource Group (8CL01111). A more detailed description of the resource is found in the History of Clay County section.

HPA also conducted a cultural resource survey of Green Cove Springs (Adams & Weaver 1989). No historical structures or archaeological sites were noted on the project area during this study, but several were recorded in the general area along C.R 15A.

The City Manager of Green Cove Springs, Don Bowles, recorded the Gustafson Family Dairy Rural Historical Landscape (8CL01245) in 2008 (not to be confused with the Gustafson Dairy Farm Rural Historic Landscape (8CL01258) located to the immediate west. 8CL01245 abuts the Ayrshire-Gustafson parcel on its northern border.

Heritage Cultural Services LLC recently (April 2021) completed a Phase I Cultural Resource Assessment Survey of 560.52-acre Ayrshire-Gustafson Farm PUD Property



(DHR Project File No. 2021-1067; SJRWMD App. No.: IND-019-167286-1). The resulting CRAS report is currently under review by the SHPO.

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## **Environmental Setting**

Environmental background data for Parcel A-5.18 was compiled from an environmental narrative developed by Carter Environmental Services (CES), St. Augustine, Florida in February 2021 for the 560.52 Ayrshire-Gustafson PUD property that abuts the subject parcel. The environmental setting was compiled from this research which included land use maps (FLUCFCS and soils maps), historic and contemporary aerial maps, and field observations.

The Ayrshire-Gustafson PUD project tract is principally comprised of 1) former facilities, drainage ditches, and pasturelands once used to hold the large dairy cattle herds that were integral to the operation of the Gustafson Dairy Farm and; 2) planted pine fields in the southern sections of the subject property; and 3) wetlands. Improved and unimproved pastures were created by clearing, leveling and displacing original vegetation and ground surfaces. Development of the dairy operations in the late 20<sup>th</sup> century resulted in the wholesale destruction and displacement of former pasturelands and agricultural lands used mainly for row crops. Disturbance is extensive. The FLUCFCS classification of Urban Land makes up 85% of the property. **Note: parcel A-5.18 falls into this category.**

According to the Soil Survey of Clay County (1983), principal soil types on the general Ayrshire property include Goldhead, Osier and Sapelo fine sands, all poorly drained soils. Moderately well-drained soils such as Blanton and Centenary fine sands are present in small pockets. Rutledge mucky fine sands are found in current and former wetland areas. Other soils on the subject property include Albany fine sand, Hurricane fine sand, Mandarin fine sand, Leon fine sand, Plummer fine sand and Ridgewood fine sand, all of which are described by the USDA as nearly level, poorly drained soils. There is substantial evidence that most of the original ground surfaces throughout the property have been altered, greatly disturbed or displaced altogether.



## **Research Design and Field Methodology**

Prehistoric and early historic settlement in the Northeast Florida archaeological region, of which Clay County is part, occurs predominantly in two major areas – the estuarine regions of the east coast and the St. Johns River basin. Prehistoric sites, especially those of later cultural periods, are well known for these areas. While fewer prehistoric sites are known for interior regions such as those hinterlands occupied by and surrounding sections of the project area, recent archaeological surveys have revealed the presence of sites that fall outside of the coastal and riverine settlement regions. Interior sites, once regarded as enigmatic, are now constructs in site predictive models for the Clay County area.

Evaluations of archaeological or historical site significance are based on the potential of a site to contribute to the knowledge of regional prehistory or history. Thus, consideration of these sites within the context of a larger, regional settlement system is essential. While archaeological sites are known for the riverine areas of Clay County, little is known about prehistoric and early historic settlement in the interior areas of the region with its freshwater creeks, marshes, ponds, swamps and other drainages. Sites like 8CL01163 and 8CL01172 (Johnson 2006) demonstrate that prehistoric peoples were living and using areas in the interior forests along interior drainages. These concerns were incorporated into the research design for the subject property, a project area that occupies a hinterland location in this settlement model, albeit relatively close (less than one mile) from the St. Johns River.

Early archaeological investigations including an initial comprehensive study of ground surfaces in the study area, as well as a review of an aerial chronology, determined that almost the entire parcel had been extensively disturbed (destroyed ground surfaces) due to the development and operation of the Gustafson Dairy and, prior to this, row crops. Because of this, it was determined by HCS that archaeological probability regarding site expectation was very low. Archaeological testing was adjusted accordingly. In areas of slightly better site probability subsurface testing was conducted at intervals of 50 meters, but because most of the property is disturbed lands, testing was conducted at 100 meter intervals. In and around an established testing interval grid, the study area was tested at greater intervals and judgmentally (see Figure 3). Areas of low elevation relative to the surrounding terrain were considered less likely to contain evidence of prehistoric occupation, while those areas that were poorly drained were considered unsuitable for either habitation or cultivation during prehistoric or historic periods.

Shovel tests, measuring approximately 50 centimeters in diameter, were excavated to a depth of at least one meter through mainly disturbed poorly drained sandy soils. All excavated soil was screened through a 1/4-inch mesh hardware cloth screen.

Because of earlier and continuous land use on the subject, original land surfaces have been greatly altered by agricultural activities, pastureland creation, row crops, wholesale general land clear-cutting and highway & road construction. These cleared and disturbed



areas afforded exceptional surface visibility of exposed subsurface soil. During the field investigations, these exposed surfaces were intensively examined.





In an effort to discern early historic structures or activities on the subject parcel, as well as to better understand historical development of the property, historic maps and historic aerials were examined. No early structures were identified, but an examination of a historic aerial chronology revealed the evolution of agricultural impact on the property. Almost the entire parcel has been extensively disturbed by agricultural activity. A 1953 historic aerial shows widespread clear-cutting across the property to create agricultural fields for row crops. Almost the entire project area is devoid of natural vegetation. Irrigation canals are present as is a dredged natural creek in the interior portions of the parcel. A 1970 aerial shows a continuation of extensive agricultural clearing for row crops. Major irrigation canals have been dredged and the natural creek basin has been filled and covered over. A 1984 aerial shows the Gustafson Dairy plant and operation in place. The construction of the vast operation took place beginning in 1978 and continued through the early 1980s. Most of the row crop fields have been converted to pasturelands. Ponds, ditches and canals are present throughout the property for dairy-related storm water and wastewater drainage and treatment.

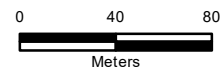
During archaeological investigations and subsequent development activities, any unmarked human burials and human skeletal remains discovered would have been brought to the attention of a District Medical Examiner if it was determined that the burial(s) represent an individual or individuals who have been dead less than 75 years, or to the attention of the State Archaeologist in the case that the remains were determined to be older than 75 years. Archaeological and development activities would cease immediately until proper authorities, the District Medical Examiner or the State Archaeologist, made a determination and authorized the continuance of work through their respective jurisdiction as defined by Florida Statutes. Procedures outlined in Chapter 872.05, Florida Statutes, would be followed regarding site preservation and protection, or mitigation, and reporting, this through the authority and direction of the District Medical Examiner and/or the State Archaeologist. In the event of other types of unexpected archaeological finds occurring during subsequent development of the property, this same procedure will be followed.

All records of archaeological investigation, including field notes, research notes, photographs, maps, forms, and manuscripts are stored in the Heritage Cultural Services LLC repositories. Archaeological materials, while not recovered during this survey, are processed and curated at the HCS archaeological laboratory.



**Legend**

-  Completed CRAS Area +/- 560.52 ac.
-  Parcel A +/- 5.18 ac.
-  Parcel B +/- 8.01 ac.
-  Negative Test Pits



Sources: ESRI Aerial Basemap

Information represented on this map is for planning purposes only.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

CARTER ENVIRONMENTAL  
SERVICES, INC.42 Masters Drive  
St. Augustine, FL 32084  
904-540-1786[www.carterenv.com](http://www.carterenv.com)Archaeological Shovel Test Pit Location Map  
**Ayrshire-Gustafson Land Swap CRAS**

Project: 5.20092

Clay County, FL

Date: Jun 16 2021



Figure

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## **Survey Results and Management Recommendations**

Comprehensive investigations across the A-5.18 Parcel produced no new archaeological or historical sites on the subject parcel. However, the subject parcel (APE) falls into the original boundaries of a previously recorded rural historic landscape (the Gustafson Family Dairy resource group 8CL01245). This resource is described as follows:

### **8CL01245 – The Gustafson Family Dairy**

The City Manager of Green Cove Springs, Don Bowles, recorded the Gustafson Family Dairy Rural Historical Landscape (8CL01245) in 2008. This resource group is different from the Gustafson Dairy Farm Rural Historic Landscape (8CL01258) located to the west of the project area. The 8CL01245 resource group was recorded for portions of the dairy operation along the northern boundary of the Ayrshire-Gustafson parcel. It is possible that City Manager Bowles only recorded the portions of the dairy operation that could be documented due to private property concerns. The majority of the more recent Gustafson Dairy operation (8CL01245) falls into the current APE (see Figure 10). In a discussion with Vincent Birdsong, manager of the Florida Master Site File, it was recommended that while the current project area contained the core operation, the 8CL01245 resource group should be expanded to the south to include the modern-day dairy operation. Figure 10 shows the previous and expanded boundaries of 8CL01245.

The dairy operation facilities shown on current and past (post 1984) aerials show the general layout of the plant that was built beginning around 1978 with additions constructed through the early 1980s. Components of the operation include an administrative center (offices), milking halls (manual and automatic), a vast (ca. 50,000 square feet) shipping and storage pavilion, procurement bays, silos, milk cows holding pens and staging areas, chutes and ramps, feeding stalls, and extensive storm water and wastewater drainage systems. The dairy operation is considered contemporary and does not meet the 50-year threshold for historic structures. Nevertheless, it is recorded here to document the plant prior to its final demolition.

The present facility does not contain any structures related to the early dairy operation. There were no structures identified from this period during field investigations or from the historic map research. It is likely that most of the early operations of the dairy were not located here. Many of these early buildings are contained in the 8CL01258 resource group (Gustafson Farm) located to the immediate west of the subject property.

After the plant closed on October 2013 (following the purchase of the Gustafson Dairy by Southeast Milk in 2004), the facility was left unattended and the buildings quickly fell into an advanced state of disrepair (see photographic plates). None of the buildings maintain their original structural integrity.

It was the recent opinion of Heritage Cultural Services LLC (*Phase I Cultural Resource Assessment Survey of the Ayrshire-Gustafson Property, Green Cove Springs, Clay County, Florida*; Ste.Claire 2021) that none of the buildings in the Gustafson Dairy



complex are eligible for listing in the National Register of Historic Places, nor is the dairy operation. While the original grounds of the dairy, including Parcel A-5.18 may have supported earlier dairy-related activities, no original or historic (pre-1970) historic buildings, nor any archaeological or historical sites, exist in the APE. Therefore, it is the opinion and recommendation of Heritage Cultural Services LLC that no cultural resources eligible for listing in the National Register of Historic Places will be impacted by development on the A-5.18 Parcel. No further archaeological work is recommended.



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**Attachment A:**  
**Survey Log Sheet**  
**Florida Division of Historical Resources**



Ent D (FMSF only) \_\_\_\_\_



# Survey Log Sheet

Florida Master Site File  
Version 5.0 3/19

Survey # (FMSF only) \_\_\_\_\_

Consult *Guide to the Survey Log Sheet* for detailed instructions.

## Manuscript Information

### Survey Project (name and project phase)

Ayrshire A-5.18 and A-8.01 Parcels Phase I Cultural Resource Assessment Survey, Clay County

### Report Title (exactly as on title page)

Phase I Cultural Resource Assessment Survey of the Ayrshire A-5.18 and A-8.01 Parcels, Clay County, Florida; DHR Project File No. 2021-1067; DEP Permit App. No. 2021

### Report Authors (as on title page)

1. Ste.Claire, Dana

3. \_\_\_\_\_

2. \_\_\_\_\_

4. \_\_\_\_\_

Publication Year 2021

Number of Pages in Report (do not include site forms) 67

### Publication Information (Give series, number in series, publisher and city. For article or chapter, cite page numbers. Use the style of *American Antiquity*.)

HSI Report Series 2020-37B

Supervisors of Fieldwork (even if same as author) Names Dana Ste.Claire, M.A., RPA

Affiliation of Fieldworkers: Organization Heritage Services, Inc. City Ponte Vedra

### Key Words/Phrases (Don't use county name, or common words like *archaeology, structure, survey, architecture, etc.*)

1. Dairy Farm

3. Dairy Pasturelands

5. Agricultural

7. Highway 17

2. Gustafson Dairy

4. Dairy Plant

6. Green Cove Springs

8. \_\_\_\_\_

### Survey Sponsors (corporation, government unit, organization, or person funding fieldwork)

Name DR Horton, Inc.

Organization Other

Address/Phone/E-mail 4220 Race Track Road, St. Johns, Florida 32259

Recorder of Log Sheet Dana Ste.Claire, M.A., RPA

Date Log Sheet Completed 5-9-2021

Is this survey or project a continuation of a previous project? ☒ No ☐ Yes: Previous survey #s (FMSF only)

## Project Area Mapping

### Counties (select every county in which field survey was done; attach additional sheet if necessary)

1. Clay

3. \_\_\_\_\_

5. \_\_\_\_\_

2. \_\_\_\_\_

4. \_\_\_\_\_

6. \_\_\_\_\_

### USGS 1:24,000 Map Names/Year of Latest Revision (attach additional sheet if necessary)

1. Name GREEN COVE SPRINGS

Year 1993

4. Name \_\_\_\_\_

Year \_\_\_\_\_

2. Name GREEN COVE SPRINGS

Year 1989

5. Name \_\_\_\_\_

Year \_\_\_\_\_

3. Name \_\_\_\_\_

Year \_\_\_\_\_

6. Name \_\_\_\_\_

Year \_\_\_\_\_

## Field Dates and Project Area Description

Fieldwork Dates: Start 5-27-2021 End 6-7-2021 Total Area Surveyed (fill in one) \_\_\_\_\_ hectares 13.19 acres

Number of Distinct Tracts or Areas Surveyed 1

If Corridor (fill in one for each) Width: \_\_\_\_\_ meters \_\_\_\_\_ feet Length: \_\_\_\_\_ kilometers \_\_\_\_\_ miles



## Research and Field Methods

**Types of Survey** (select all that apply): ☒ archaeological ☐ architectural ☐ historical/archival ☐ underwater  
☐ damage assessment ☐ monitoring report ☐ other(describe): \_\_\_\_\_

## Scope/Intensity/Procedures

Pedestrian survey and shovel testing at 25 - 100 meter intervals; .5 meter units screened through 1/4" mesh. Probing for features & foundations, and metal detector equipment used to locate historic artifacts.

## Preliminary Methods (select as many as apply to the project as a whole)

☐ Florida Archives (Gray Building) ☒ library research- *local public* ☒ local property or tax records ☒ other historic maps ☐ LIDAR  
☐ Florida Photo Archives (Gray Building) ☐ library-special collection ☒ newspaper files ☒ soils maps or data ☐ other remote sensing  
☒ Site File property search ☐ Public Lands Survey (maps at DEP) ☒ literature search ☐ windshield survey  
☒ Site File survey search ☐ local informant(s) ☐ Sanborn Insurance maps ☒ aerial photography  
☐ other (describe): \_\_\_\_\_

## Archaeological Methods (select as many as apply to the project as a whole)

☐ Check here if **NO** archaeological methods were used.  
☒ surface collection, controlled ☒ shovel test-other screen size ☐ block excavation (at least 2x2 m) ☒ metal detector  
☐ surface collection, uncontrolled ☐ water screen ☐ soil resistivity ☐ other remote sensing  
☒ shovel test-1/4" screen ☐ posthole tests ☐ magnetometer ☒ pedestrian survey  
☐ shovel test-1/8" screen ☐ auger tests ☐ side scan sonar ☐ unknown  
☐ shovel test 1/16" screen ☐ coring ☐ ground penetrating radar (GPR)  
☒ shovel test-unscreened ☐ test excavation (at least 1x2 m) ☐ LIDAR  
☐ other (describe): Probing

## Historical/Architectural Methods (select as many as apply to the project as a whole)

☐ Check here if **NO** historical/architectural methods were used.  
☐ building permits ☐ demolition permits ☐ neighbor interview ☐ subdivision maps  
☐ commercial permits ☐ windshield survey ☐ occupant interview ☐ tax records  
☐ interior documentation ☒ local property records ☐ occupation permits ☐ unknown  
☐ other (describe): \_\_\_\_\_

## Survey Results

Resource Significance Evaluated? ☐ Yes ☒ No

Count of Previously Recorded Resources 1 Count of Newly Recorded Resources 0

List Previously Recorded Site ID#s with Site File Forms Completed (attach additional pages if necessary)

8CL01245, Gustafson's Family Dairy Rural Historic Landscape

List Newly Recorded Site ID#s (attach additional pages if necessary)


Site Forms Used: ☐ Site File Paper Forms ☒ Site File PDF Forms

## REQUIRED: Attach Map of Survey or Project Area Boundary

## SHPO USE ONLY

## SHPO USE ONLY

## SHPO USE ONLY

Origin of Report: ☐ 872 ☐ Public Lands ☐ UW ☐ 1A32 # \_\_\_\_\_ ☐ Academic ☐ Contract ☐ Avocational  
☐ Grant Project # \_\_\_\_\_ ☐ Compliance Review: CRAT # \_\_\_\_\_  
 Type of Document: ☐ Archaeological Survey ☐ Historical/Architectural Survey ☐ Marine Survey ☐ Cell Tower CRAS ☐ Monitoring Report  
☐ Overview ☐ Excavation Report ☐ Multi-Site Excavation Report ☐ Structure Detailed Report ☐ Library, Hist. or Archival Doc  
☐ Desktop Analysis ☐ MPS ☐ MRA ☐ TG ☐ Other: \_\_\_\_\_  
 Document Destination: Plottable Projects Plotability: \_\_\_\_\_ 



**Attachment B:**  
**Correspondence**  
**Florida Division of Historical Resources**





## FLORIDA DEPARTMENT of STATE

**RON DESANTIS**  
Governor

**LAUREL M. LEE**  
Secretary of State

St. Johns River Water Management District  
P.O. Box 1429  
Palatka, FL 32178-1429

March 31, 2021

RE: DHR Project File No.: 2021-1067, Received by DHR: March 1, 2021  
Application No.: IND-019-167286-1  
Project: *Ayrshire PUD*  
County: Clay

To Whom It May Concern:

Our office reviewed the referenced project in accordance with Chapters 267.061 and 373.414, *Florida Statutes*, implementing state regulations, and the State 404 Program Operating Agreement for possible effects on historic properties listed, or eligible for listing, in the *National Register of Historic Places*.

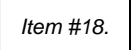
A search of the Florida Master Site File indicates that the project area has been sparsely archaeologically tested. The proposed construction has the potential to cause disturbance over a large area. Resource group CL01245 (Gustafson Family Dairy) is within the project area and has not been evaluated. Because of the nature and size of the proposed project, we recommend that the project area be subjected to a professional cultural resources assessment survey in any areas of new disturbance or proposed disturbance beyond previous impacts. The resultant survey report should conform to the provisions of Chapter 1A-46, *Florida Administrative Code*, and should be sent to our office upon completion. The report will help us complete the review process and provide comments or recommendations to the permitting agency in a timely fashion.

The Division of Historical Resources cannot endorse specific archaeological or historic preservation consultants. However, the American Cultural Resources Association maintains a listing of professional consultants at [www.acra-crm.org](http://www.acra-crm.org), and the Register of Professional Archaeologists maintains a membership directory at [www.rpanet.org](http://www.rpanet.org). The Division encourages checking references and recent work history. If you have any questions, please contact Joseph Bomberger, Historic Preservationist, by email at [Joseph.Bomberger@dos.myflorida.com](mailto:Joseph.Bomberger@dos.myflorida.com).

Sincerely,

Timothy A Parsons, Ph.D.  
Director, Division of Historical Resources  
& State Historic Preservation Officer













AR=0  
SS=20  
CM=0  
RG=3  
BR=0  
Total=23

## Cultural Resource Roster

| SiteID  | Type | Site Name                       | Address                                    | Additional Info                                | SHPO Eval    | NR Status |
|---------|------|---------------------------------|--|--|--------------|-----------|
| CL00351 | SS   | 506 SOUTH HIGHLAND AVENUE       | 506 SOUTH HIGHLAND AVE, GREEN COVE SPRINGS | c1925 Frame Vernacular                         |              |           |
| CL00395 | SS   | MARTIN HOUSE                    | 4127 US17 SOUTH, VICINITY OF GREEN         | c1925 Bungalow                                 |              |           |
| CL00396 | SS   | TALBOT, MRS HOUSE               | 4058 US17 SOUTH, VICINITY OF GREEN         | c1895 Frame Vernacular                         |              |           |
| CL00478 | SS   | 1001 GREEN COVE AVENUE          | 1001 GREEN COVE AVENUE, VICINITY OF GREEN  | c1925 Frame Vernacular                         |              |           |
| CL00479 | SS   | 4178 NORTH ROAD                 | 4178 N ROAD, VICINITY OF GREEN             | c1930 Frame Vernacular                         |              |           |
| CL00480 | SS   | 4224 NORTH ROAD                 | 4224 N ROAD, VICINITY OF GREEN             | c1930 Frame Vernacular                         |              |           |
| CL00481 | SS   | 4234 NORTH ROAD                 | 4234 N ROAD, VICINITY OF GREEN             | c1925 Frame Vernacular                         |              |           |
| CL00482 | SS   | 4238 NORTH ROAD                 | 4238 N ROAD, VICINITY OF GREEN             | c1925 Frame Vernacular                         |              |           |
| CL00483 | SS   | 4246 NORTH ROAD                 | 246 N ROAD, VICINITY OF GREEN              | c1925 Frame Vernacular                         |              |           |
| CL00484 | SS   | 4244 NORTH ROAD                 | 4244 N ROAD, VICINITY OF GREEN             | c1925 Frame Vernacular                         |              |           |
| CL00485 | SS   | 4348 NORTH ROAD                 | 4348 N ROAD, VICINITY OF GREEN             | c1930 Frame Vernacular                         |              |           |
| CL00486 | SS   | 4301 ROWELL ROAD                | 4301 ROWELL ROAD, VICINITY OF GREEN        | c1935 Frame Vernacular                         |              |           |
| CL00487 | SS   | 1345 CHASON ROAD                | 1345 CHASON ROAD, VICINITY OF GREEN        | c1925 Frame Vernacular                         |              |           |
| CL00488 | SS   | 4257 ROWELL ROAD                | 4257 ROWELL ROAD, VICINITY OF GREEN        | c1930 Frame Vernacular                         |              |           |
| CL00489 | SS   | 4261 ROWELL ROAD                | 4261 ROWELL ROAD, VICINITY OF GREEN        | c1930 Frame Vernacular                         |              |           |
| CL00490 | SS   | 4277 ROWELL ROAD                | 4277 ROWELL ROAD, VICINITY OF GREEN        | c1925 Frame Vernacular                         |              |           |
| CL01111 | RG   | Lee Field Resource Group        | Green Cove Spring                          | Historical District - 13 Contrib Resources     | Not Eligible |           |
| CL01245 | RG   | Gustafson Family Dairy          | Green Cove Springs                         | Rural Historic Landscape                       |              |           |
| CL01258 | RG   | Gustafson Dairy Farm Rural      | Green Cove Springs                         | Rural Historic Landscape - 7 Contrib Resources | Not Eligible |           |
| CL01287 | SS   | 4038 Highway US 17              | 4038 US 17 HWY, unspecified                | c1955 Unspecified                              |              |           |
| CL01288 | SS   | 901 Green Cove Avenue           | 901 Green Cove AVE, unspecified            | c1950 Unspecified                              |              |           |
| CL01289 | SS   | 4462 County Road 15A            | 4462 CR 15A, unspecified                   | c1955 Unspecified                              |              |           |
| CL01642 | SS   | Lee Field Generator Building #3 | Perimeter RD, Green Cove Springs           | c1943 Masonry Vernacular                       | Not Eligible |           |





## Manuscript Roster

| MS#   | Title  | Publication Information   | Year |
|-------|--|---|------|
| 26089 | Phase I Cultural Resource Assessment Survey of Reynolds Industrial Park, Green Cove Springs, Clay County, Florida  | Historic Property Associates, Inc., prepared for the Florida Department of State  | 2018 |
| 24256 | TECHNICAL MEMORANDUM CULTURAL RESOURCE ASSESSMENT SURVEY OF PROPOSED PONDS IN SUPPORT OF THE FIRST COAST EXPRESSWAY, CLAY AND ST. JOHNS COUNTIES, FLORIDA                                | Report on file at SEARCH, Newberry, Florida. FDOT Financial Management Number 422938-1. SEARCH Project No. 3908-17052T.   | 2017 |
| 23053 | TECHNICAL MEMORANDUM CULTURAL RESOURCE ASSESSMENT SURVEY OF PROPOSED PONDS AND REALIGNED RIGHT-OF-WAY FOR THE FIRST COAST OUTER BELTWAY, CLAY AND ST. JOHNS COUNTIES, FLORIDA            | On file, SEARCH, Newberry, FL, SEARCH Project No. 3579-15241T   | 2016 |
| 22335 | An Intensive Cultural Resource Assessment of the Aggregate Facility for Gustafson Tract, Clay County, Florida  | Environmental Services, Inc., prepared for Gustafson's Cattle, Inc.   | 2015 |
| 17951 | Technical Memorandum Cultural Resource Assessment Survey Update, St. Johns River Crossing, Clay and St. Johns Counties, Florida  | Report completed for the Florida Department of Transportation, District 2. Copies available from Southeastern Archaeological Research, Inc., Newberry, Florida and the Florida Division of Historical Resources, Tallahassee. | 2010 |
| 16355 | A Cultural Resource Assessment Survey of the Governors Park Development of Regional Impact, Clay County, Florida   | Florida Archeological Services, Inc., Jacksonville. Submitted to Buttercup Enterprises, LLC, Jacksonville   | 2009 |
| 16584 | Cultural Resource Assessment Survey of the Proposed SeaCoast Pipeline and Peoples Gas Greenland Lateral Pipeline, Clay, St. Johns, and Duval Counties, Florida                           | On File at FL DHR and SEARCH, Jonesville  | 2009 |
| 22751 | Phase I Cultural Resource Assessment Survey of Proposed Pond locations for the First Coast Outer Beltway, Clay, Duval, and St. Johns Counties, Florida                                   | Southeast Archaeological Research, Inc., prepared for Reynolds, Smith and Hills, Inc.   | 2009 |
| 16092 | Technical Memorandum: Cultural Resource Overview Survey for the Black, Brown 1 & 2, Green 1 & 2, Orange 1 & 2, Pink 1 & 2, and Purple Alternatives, Clay and St. Johns Counties, Florida | Southeastern Archaeological Research, Inc., Jonesville. Submitted to Florida Department of Transportation, District Two, Lake City  | 2008 |
| 14847 | Phase 1 Cultural Resource Assessment Survey St. Johns River Crossing, Clay and St. Johns Counties, Florida   | on file at DHR and SEARCH, Jonesville   | 2007 |
| 12031 | Cultural Resources Assessment Survey of State Road 16, From US 17 to Reynolds Road, Clay County, Florida   | On file at DHR and SEARCH, Jonesville   | 2005 |
| 10084 | Reynolds Airpark, JP Hall Boulevard, Green Cove Springs, Clay County, Florida  | McMD Archaeology, Aripeka. Submitted to RESCOM Environmental Corporation  | 2004 |
| 10602 | Cultural Resource Report, Reynolds Airpark-A J.P. Hall Boulevard, Green Cove Springs, Clay County, Florida   | McMD Archaeology, Aripeka. Submitted to Rescom Environmental Corporation, Travis City, MI   | 2004 |
| 5200  | A Cultural Resource Assessment Survey of Seven Retention Pond Locations Along US 17 (SR 15) from the Putnam County Line to SR 16, Clay County, Florida                                   | SOUTHEASTERN ARCHAEOLOGICAL RESEARCH, INC., GAINESVILLE. Submitted TO CARTER & BURGESS, INC., MAITLAND  | 1997 |
| 2161  | Cultural Resource Survey of Green Cove Springs, Florida  | Historic Property Associates, Inc., St. Augustine.  | 1989 |
| 1733  | Proposed addition of 2 lanes to SR15/US17, from SR209 north to SR16.   | Florida Department of Transportation, Tallahassee.  | 1988 |
| 350   | A Cultural Resources Survey of the Green Cove Springs 201 Wastewater Treatment Facility  | Cultural Resource Management, Inc., Tallahassee.  | 1978 |
| 412   | An Archaeological Survey of the 69 KV Transmission Line from Green Cove Springs C.E.C. to Green Cove Springs J.E.A.  | Ms. on file, FDHR/BAR.  | 1975 |



**Attachment C:**

**Florida Master Site File  
Florida Division of Historical Resources  
Resource Group Form**



☐ Original  
☒ Update



# RESOURCE GROUP FORM

## FLORIDA MASTER SITE FILE

Version 5.0 3/19

Consult the *Guide to the Resource Group Form* for additional instructions

Site #8 **CL0124** Item #18.  
 Field Date 6-3-2021  
 Form Date 6-15-2021  
 Recorder# HCS

**NOTE: Use this form to document districts, landscapes, building complexes and linear resources** as described in the box below. Cultural resources contributing to the Resource Group should also be documented individually at the Site File. **Do not use this form for National Register multiple property submissions (MPSS).** National Register MPSS are treated as Site File manuscripts and are associated with the individual resources included under the MPS cover using the Site File manuscript number.

### Check ONE box that best describes the Resource Group:

- ☐ **Historic district** (NR category "district"): buildings and NR structures only: NO archaeological sites
- ☐ **Archaeological district** (NR category "district"): archaeological sites only: NO buildings or NR structures
- ☐ **Mixed district** (NR category "district"): includes more than one type of cultural resource (example: archaeological sites and buildings)
- ☐ **Building complex** (NR category usually "building(s)"): multiple buildings in close spatial and functional association
- ☐ **Designed historic landscape** (NR category usually "district" or "site"): can include multiple resources (see *National Register Bulletin #18*, page 2 for more detailed definition and examples: e.g. parks, golf courses, campuses, resorts, etc.)
- ☒ **Rural historic landscape** (NR category usually "district" or "site"): can include multiple resources and resources not formally designed (see *National Register Bulletin #30, Guidelines for Evaluating and Documenting Rural Historic Landscapes* for more detailed definition and examples: e.g. farmsteads, fish camps, lumber camps, traditional ceremonial sites, etc.)
- ☐ **Linear resource** (NR category usually "structure"): Linear resources are a special type of structure or historic landscape and can include canals, railways, roads, etc.

Resource Group Name Gustafson Dairy Farm Multiple Listing [DHR only] \_\_\_\_\_  
 Project Name Phase I CRAS of the A-5.18 and A-8.01 Parcels FMSF Survey # \_\_\_\_\_  
 National Register Category (please check one): ☐ building(s) ☐ structure ☒ district ☐ site ☐ object  
 Linear Resource Type (if applicable): ☐ canal ☐ railway ☒ road ☐ other (describe): \_\_\_\_\_  
 Ownership: ☒ private-profit ☐ private-nonprofit ☐ private-individual ☐ private-nonspecific ☐ city ☐ county ☐ state ☐ federal ☐ Native American ☐ foreign ☐ unknown

### LOCATION & MAPPING

Address: Street Number 4169 Direction W Street Name C.R. 15A Street Type Road Suffix Direction W  
 City/Town (within 3 miles) Green Cove Springs In Current City Limits? ☒ yes ☐ no ☐ unknown  
 County or Counties (do not abbreviate) Clay  
 Name of Public Tract (e.g., park) \_\_\_\_\_  
 1) Township 6S Range 26E Section 38 ¼ section: ☐ NW ☐ SW ☐ SE ☐ NE Irregular-name: \_\_\_\_\_  
 2) Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ ¼ section: ☐ NW ☐ SW ☐ SE ☐ NE  
 3) Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ ¼ section: ☐ NW ☐ SW ☐ SE ☐ NE  
 4) Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ ¼ section: ☐ NW ☐ SW ☐ SE ☐ NE  
 USGS 7.5' Map(s) 1) Name GREEN COVE SPRINGS USGS Date 1993  
 2) Name \_\_\_\_\_ USGS Date \_\_\_\_\_  
 Plat, Aerial, or Other Map (map's name, originating office with location) \_\_\_\_\_  
 Landgrant \_\_\_\_\_  
 Verbal Description of Boundaries (description does not replace required map)  
 Between U.S. Highway 17 (east) and C.R. 15A (west) in Green Cove Springs. Jersey Avenue traverses the property in the southern section.

| DHR USE ONLY                             |   | OFFICIAL EVALUATION |             | DHR USE ONLY |  |
|--|---|---------------------|-------------|--------------|--|
| NR List Date _____                       | SHPO – Appears to meet criteria for NR listing: <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> insufficient info                                       | Date _____          | Init. _____ |              |  |
| <input type="checkbox"/> Owner Objection | KEEPER – Determined eligible: <input type="checkbox"/> yes <input type="checkbox"/> no  | Date _____          |             |              |  |
|  | NR Criteria for Evaluation: <input type="checkbox"/> a <input type="checkbox"/> b <input type="checkbox"/> c <input type="checkbox"/> d (see <i>National Register Bulletin 15</i> , p. 2) |                     |             |              |  |



**HISTORY & DESCRIPTION**Construction Year: 1978 ☐approximately ☐year listed or earlier ☒year listed or laterArchitect/Designer: Gustafson Family Builder: UnknownTotal number of individual resources included in this Resource Group: # of contributing 15 # of non-contributing \_\_\_\_\_

Time period(s) of significance (choose a period from the list or type in date range(s), e.g. 1895-1925)

1. American-20th Century3. Modern (Post 1950)2. Twentieth C American

4. \_\_\_\_\_

Narrative Description (*National Register Bulletin 16A* pp. 33-34; attach supplementary sheets if needed)

Gustafson Dairy Plant is the modern day expansion of the enterprise established in downtown Green Cove Springs in 1908. Records show that the massive dairy (milking & processing) plant was constructed in the late 1970s and sold/abandoned by 2005.

**RESEARCH METHODS (check all that apply)**☒FMSF record search (sites/surveys)☒library research☐building permits☐Sanborn maps☒FL State Archives/photo collection☒city directory☐occupant/owner interview☐plat maps☒property appraiser / tax records☒newspaper files☐neighbor interview☐Public Lands Survey (DEP)☒cultural resource survey☒historic photos☒interior inspection☐HABS/HAER record search☐other methods (specify) \_\_\_\_\_

Bibliographic References (give FMSF Manuscript # if relevant)

Phase I Cultural Resource Assessment Survey of the Aryshire-Gustafson PUD, Clay County, Florida; Heritage Cultural Services LLC (Ste.Claire 2021)

**OPINION OF RESOURCE SIGNIFICANCE**Potentially eligible individually for National Register of Historic Places? ☐yes ☒no ☐insufficient informationPotentially eligible as contributor to a National Register district? ☐yes ☒no ☐insufficient informationExplanation of Evaluation (required, see *National Register Bulletin 16A* p. 48-49. Attach longer statement, if needed, on separate sheet.)

Resource is a massive modern day dairy plant (c. 1978) comprised of milking barns, processing plants, shipping & storage bays, production barns, administrative offices, irrigation canals, roads, etc. all abandoned and in an advanced state of disrepair.

Area(s) of Historical Significance (see *National Register Bulletin 15*, p. 8 for categories: e.g. "architecture", "ethnic heritage", "community planning & development", etc.)1. Agriculture3. Industry

5. \_\_\_\_\_

2. Economics4. Commerce

6. \_\_\_\_\_

**DOCUMENTATION**

Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents

1) Document type All materials at one locationMaintaining organization Heritage Services, Inc.

Document description \_\_\_\_\_

File or accession #'s \_\_\_\_\_

2) Document type Field mapsMaintaining organization Heritage Services, Inc.

Document description \_\_\_\_\_

File or accession #'s \_\_\_\_\_

**RECORDER INFORMATION**Recorder Name Dana Ste.Claire, M.A., RPAAffiliation Heritage Services, Inc.Recorder Contact Information Heritage Cultural Services LLC; heritageculturalservices@gmail.com

(address / phone / fax / e-mail)

**Required Attachments****① PHOTOCOPY OF USGS 7.5' MAP WITH DISTRICT BOUNDARY CLEARLY MARKED****② LARGE SCALE STREET, PLAT OR PARCEL MAP WITH RESOURCES MAPPED & LABELED****③ TABULATION OF ALL INCLUDED RESOURCES** - Include name, FMSF #, contributing? Y/N, resource category, street address or other location information if no address.**④ PHOTOS OF GENERAL STREETScape OR VIEWS** (Optional: aerial photos, views of typical resources)

When submitting images, they must be included in digital AND hard copy format (plain paper grayscale acceptable).

Digital images must be at least 1600 x 1200 pixels, 24-bit color, jpeg or tiff.





42 Masters Drive  
St. Augustine, FL 32084  
Tel: 904.540.1786  
www.carterenv.com

June 30, 2021

BY EMAIL:

[jrgislason@drhorton.com](mailto:jrgislason@drhorton.com)

John Gislason  
Land Acquisition  
D.R. Horton  
4220 Race Track Road  
St Johns, Florida, 32259

Subject: Ayrshire Land Swap – Parcel A  
Environmental Assessment  
Clay County, Florida

Dear Mr. Gislason:

Carter Environmental Services (CES) is pleased to submit this assessment of the ecological conditions on Parcel A, a 5.18-acre proposed access parcel north of the Ayrshire project area and south of a CSX railway in Clay County. On December 21, 2020 representatives of CES inspected Parcel A to determine the approximate landward extent, type, and quality of potentially jurisdictional wetlands, and to determine if the site was inhabited or used by protected animal species whose presence could constrain or otherwise limit its potential for development. No protected animal species were observed.

**General Site Conditions** – Land cover for Parcel A is primarily shrub and brushland and mixed forested wetland, with a smaller area of planted pine. Wetland species include red maple (*Acer rubrum*), Elderberry (*Sambucus nigra*) and Carolina Cherry Laurel (*Prunus caroliniana*). The parcel is surrounded by other similar land cover types. The topography of the site is relatively flat with elevations ranging from approximately 23' to 25' above sea level.

The Natural Resources Conservation Service (NRCS) soil maps indicate that the property is underlain by the following soil types:

Sapelo (8). This soil is nearly level and poorly drained. It is in small and large areas on the flatwoods. The mapped areas are irregular in shape and range from 10-350 acres. The slopes are smooth and range from 0-2 percent. This soil has a



high water table within 12 inches of the surface for 1 to 4 months during most years. During very dry periods, the water table recedes to a depth of more than 40 inches. The available water capacity is low. The permeability is low.

Plummer Fine Sand (17). This soil is nearly level and poorly drained. It is small and large areas on the flatwoods. The mapped areas are irregular in shape and range from about 10 to 100 acres. The slopes are nearly smooth and range from 0 to 2 percent. This soil has a high water table within 12 inches of the surface for 1 to 4 months and at a depth of 12 to 40 inches for about 3 to 4 months during most years. During droughty periods, the water table is at a depth of more than 40 inches. The available water capacity is low. The permeability is moderate.

Osier (19). This soil is nearly level and poorly drained. It is on poorly defined flats on the broad flatwoods and in shallow depressions on the sandy, rolling uplands. The shape of the areas is variable. The mapped areas range from 10-45 acres. On the broad flats, the slopes are nearly smooth; but in the shallow depressions, they generally are slightly concave. The slopes range from 0 to 2 percent. This soil has a high water table at a depth of less than 12 inches for 3-6 months during most years. The available water capacity is very low. The permeability is rapid.

No protected plant or animal species were observed on Parcel A during our site inspection. CES also conducted a search of published data on protected animal species to determine any recorded occurrence of such species on Parcel A. A search of the Florida Fish and Wildlife Conservation Commission's Bald Eagle Nest Database found ten nests within a five-mile radius. The closest eagle nest, CL030, is 1.1 miles to the northeast. At this distance, an eagle nest would pose no restrictions to development. A wading bird rookery has been observed 0.6-mile to the south, which will be protected with the proposed Ayrshire Development. Species utilizing this area are both listed and non-listed wading birds. These species were not observed utilizing Parcel A, nor are they anticipated to, based on the habitat of Parcel A and the more appropriate habitat available nearby. These conclusions are based on limited field observations and existing data records, and do not exclude the possibility that these or other listed species may occasionally forage on site or may move into the area at a later date.

**Regulatory Considerations** – Parcel A was found to contain 2.09 acres (40%) of wetlands. The onsite wetlands would be considered jurisdictional to the St. Johns River Water Management District and the U.S. Army Corps of Engineers. Both State and Federal permits would be required for any work in, on, or over the onsite surface waters and wetlands.



These conclusions are based on limited field observation, existing data records, and other readily available literature and published reports; no direct agency consultations have been conducted as a part of this investigation. These findings reflect conditions observed on site at the time of the investigation and do not preclude the possibility that on-site conditions may change in the future.

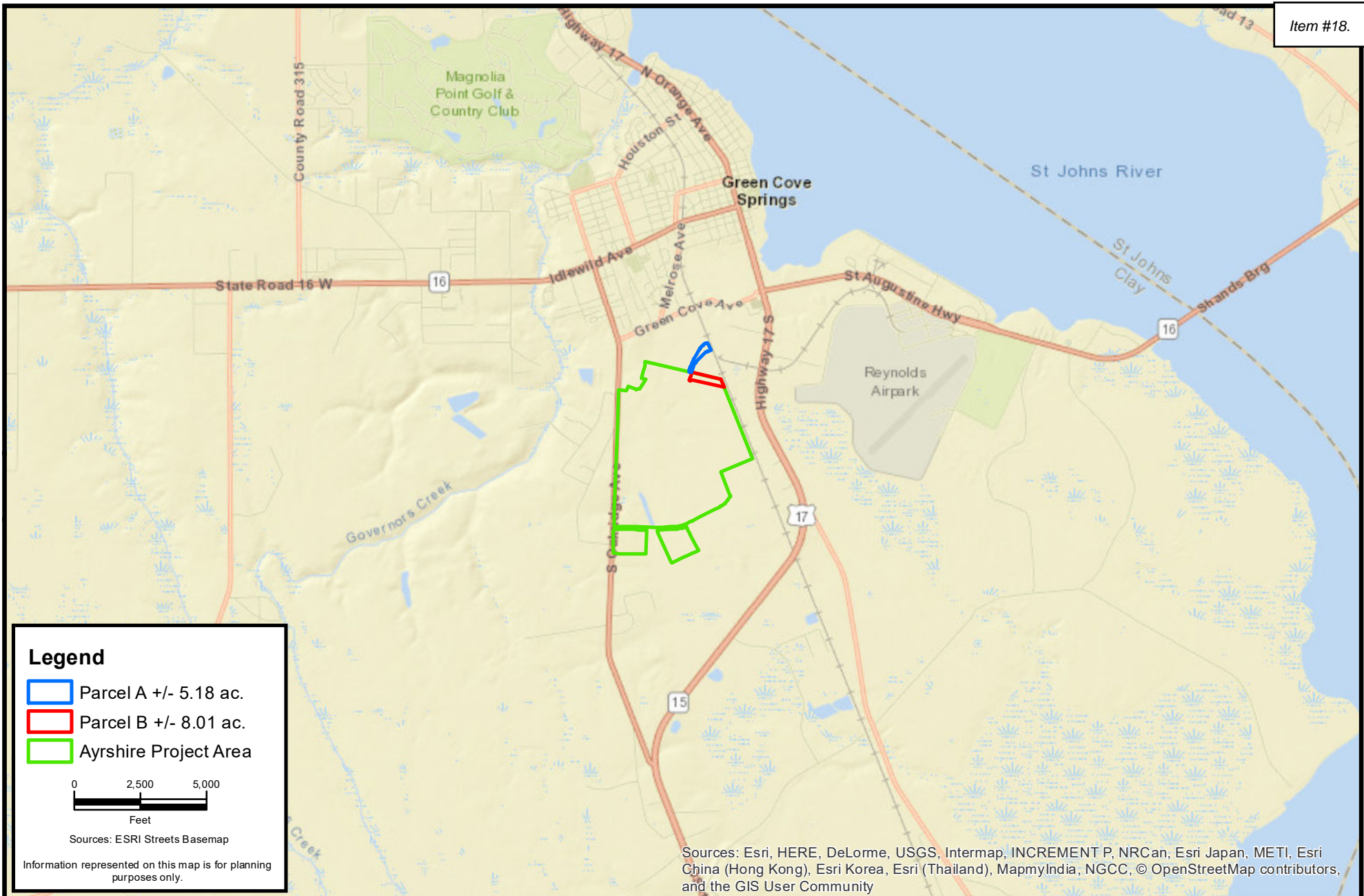
If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan A. Carter". The signature is fluid and cursive, with a large initial "R" and "A" and a stylized "Carter".

Ryan Carter, PWS  
Vice President





CARTER ENVIRONMENTAL  
SERVICES, INC.



42 Masters Drive  
St. Augustine, FL 32084  
904-540-1786

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Location Map

## Ayrshire Swap Parcel A

Project: 5.20092

Clay County, FL

Date: Jul 01 2021

Figure:

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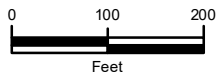






**Legend**

- Parcel A +/- 5.18 ac.
- Soils



Sources: ESRI Aerial Basemap, USDA NRCS

Information represented on this map is for planning purposes only.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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Soils Map

**Ayrshire Swap Parcel A**

Project: 5.20092

Clay County, FL

Date: Jul 01 2021

Figure:

Page 590







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Wetland Delineation Assessment Map

## Ayrshire Swap Parcel A

Project: 5.20092

Clay County, FL

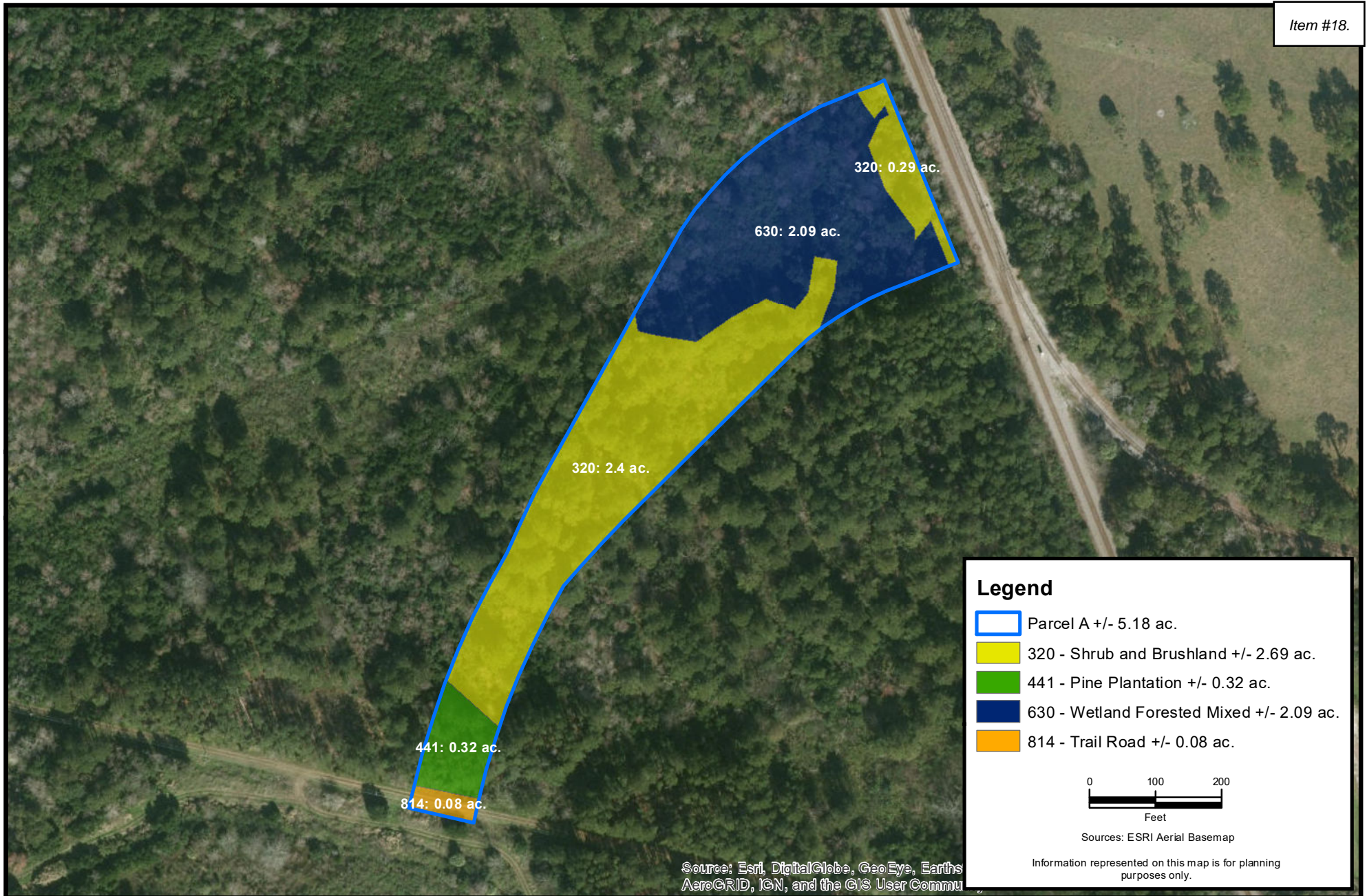
Date: Jul 01 2021

Figure:

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FLUCFCS Map

## Ayrshire Swap Parcel A

Project: 5.20092

Clay County, FL

Date: Jul 01 2021

Figure:

Page 592





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St. Augustine, FL 32084  
Tel: 904.540.1786  
www.carterenv.com

June 30, 2021

BY EMAIL:

[jrgislason@drhorton.com](mailto:jrgislason@drhorton.com)

John Gislason  
Land Acquisition  
D.R. Horton  
4220 Race Track Road  
St Johns, Florida, 32259

Subject: Ayrshire Land Swap – Parcel B  
Environmental Assessment  
Clay County, Florida

Dear Mr. Gislason:

Carter Environmental Services (CES) is pleased to submit this assessment of the ecological conditions on Parcel B, an 8.01-acre proposed swap parcel within northeast corner of the Ayrshire project area in Clay County. On December 21, 2020 representatives of CES inspected Parcel B to determine the approximate landward extent, type, and quality of potentially jurisdictional wetlands, and to determine if the site was inhabited or used by protected animal species whose presence could constrain or otherwise limit its potential for development. No protected animal species were observed.

**General Site Conditions** – Land cover for Parcel B is primarily shrub and brushland, and planted pine. Vegetation on the site is predominated by Slash Pine (*Pinus elliottii*) and Wax Myrtle (*Myrica cerifera*). The parcel is surrounded by other similar land cover types. The topography of the site is relatively flat with elevations ranging from approximately 24' to 27' above sea level.

The Natural Resources Conservation Service (NRCS) soil maps indicate that the property is underlain by the following soil types:

Sapelo (8). This soil is nearly level and poorly drained. It is in small and large areas on the flatwoods. The mapped areas are irregular in shape and range from 10-350 acres. The slopes are smooth and range from 0-2 percent. This soil has a high water table within 12 inches of the surface for 1 to 4 months during most years. During very dry periods, the water table recedes to a depth of more than 40 inches. The available water capacity is low. The permeability is low.



Plummer Fine Sand (17). This soil is nearly level and poorly drained. It is small and large areas on the flatwoods. The mapped areas are irregular in shape and range from about 10 to 100 acres. The slopes are nearly smooth and range from 0 to 2 percent. This soil has a high water table within 12 inches of the surface for 1 to 4 months and at a depth of 12 to 40 inches for about 3 to 4 months during most years. During droughty periods, the water table is at a depth of more than 40 inches. The available water capacity is low. The permeability is moderate.

No protected plant or animal species were observed on Parcel B during our site inspection. CES also conducted a search of published data on protected animal species to determine any recorded occurrence of such species on Parcel B. A search of the Florida Fish and Wildlife Conservation Commission's Bald Eagle Nest Database found ten nests within a five-mile radius. The closest eagle nest, CL030, is 1.1 miles to the northeast. At this distance, an eagle nest would pose no restrictions to development. A wading bird rookery has been observed 0.6-mile to the south, which will be protected with the proposed Ayrshire Development. Species utilizing this area are both listed and non-listed wading birds. These species were not observed utilizing Parcel B, nor are they anticipated to, based on the habitat of Parcel B and the more appropriate habitat available nearby. These conclusions are based on limited field observations and existing data records, and do not exclude the possibility that these or other listed species may occasionally forage on site or may move into the area at a later date.

**Regulatory Considerations** – Parcel B was found to be all uplands, thus no State and Federal wetlands permitting would be required for any work on the site.

These conclusions are based on limited field observation, existing data records, and other readily available literature and published reports; no direct agency consultations have been conducted as a part of this investigation. These findings reflect conditions observed on site at the time of the investigation and do not preclude the possibility that on-site conditions may change in the future.

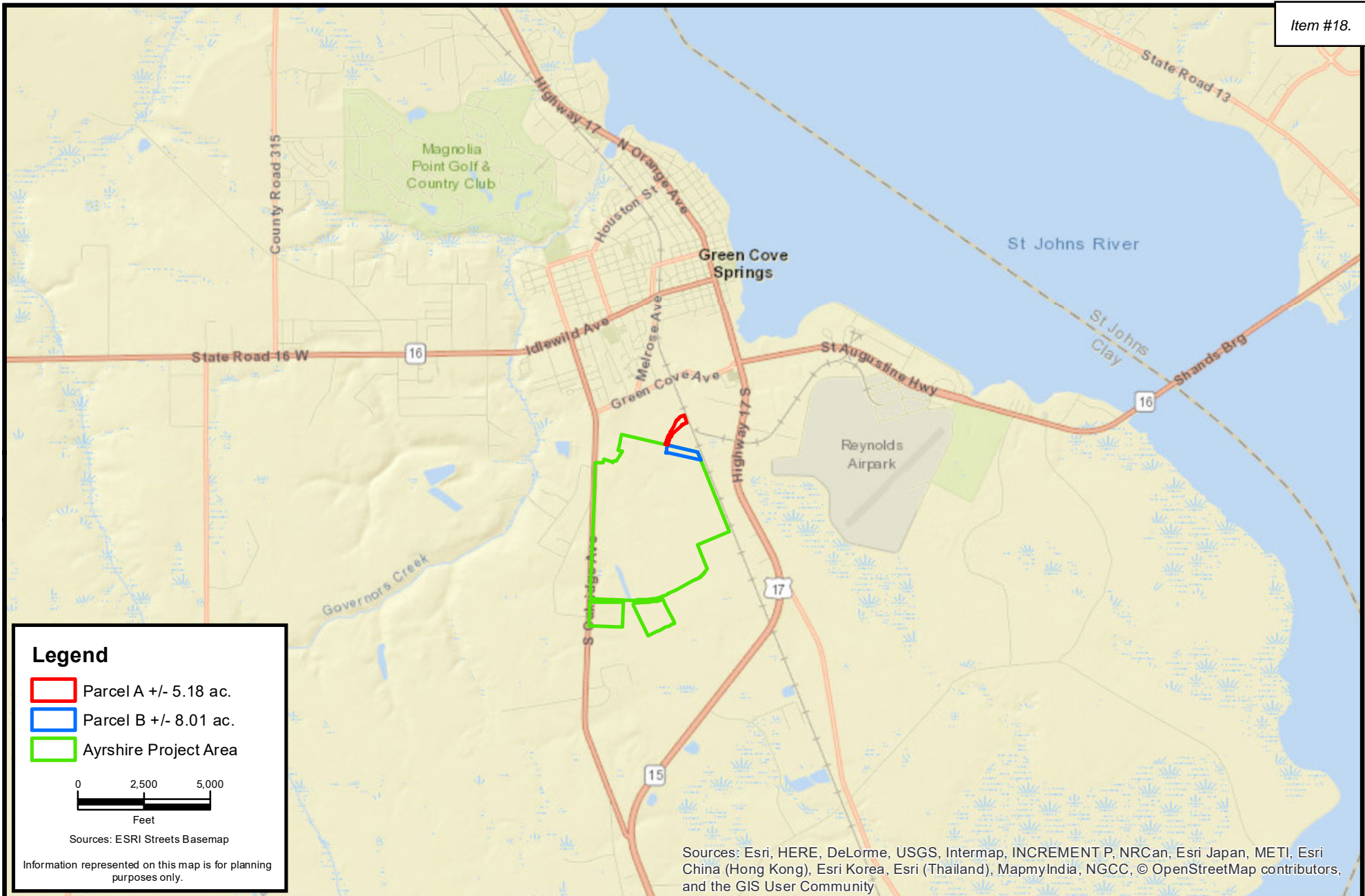
If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan A. Carter". The signature is fluid and cursive, with a large initial "R" and "A".

Ryan Carter, PWS  
Vice President





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Location Map

## Ayrshire Swap Parcel B

Project: 5.20092

Clay County, FL

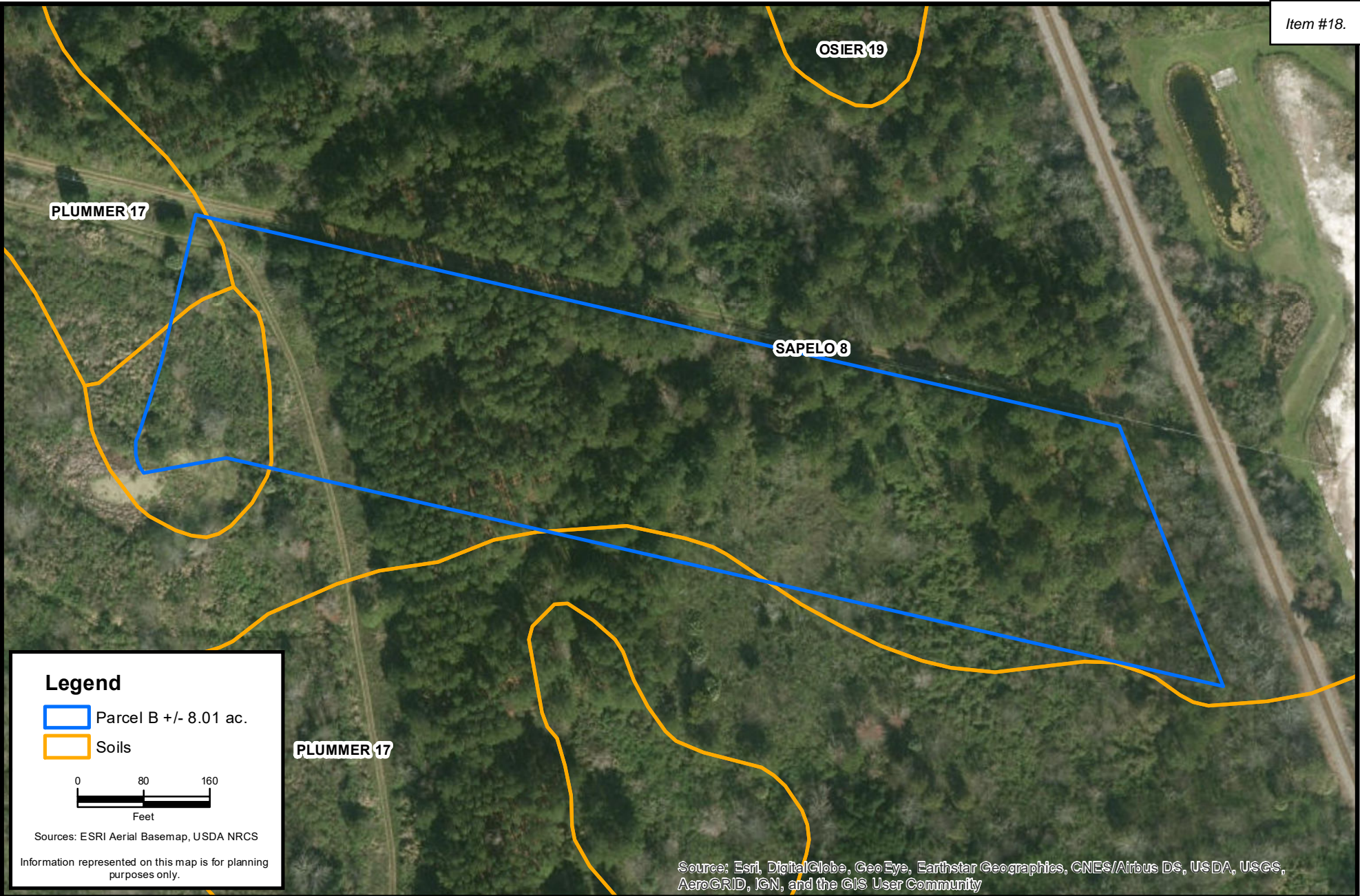
Date: Jul 01 2021

Figure:

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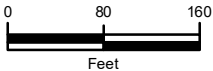






**Legend**

- Parcel B +/- 8.01 ac.
- Soils



Sources: ESRI Aerial Basemap, USDA NRCS

Information represented on this map is for planning purposes only.

Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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Soils Map

**Ayrshire Swap Parcel B**



Project: 5.20092

Clay County, FL

Date: Jul 01 2021

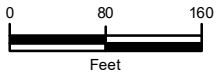
Figure:





**Legend**

 Parcel B +/- 8.01 ac.



Sources: ESRI Aerial Basemap

Information represented on this map is for planning purposes only.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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Wetland Assessment Map (All Uplands)

**Ayrshire Swap Parcel B**

Project: 5.20092

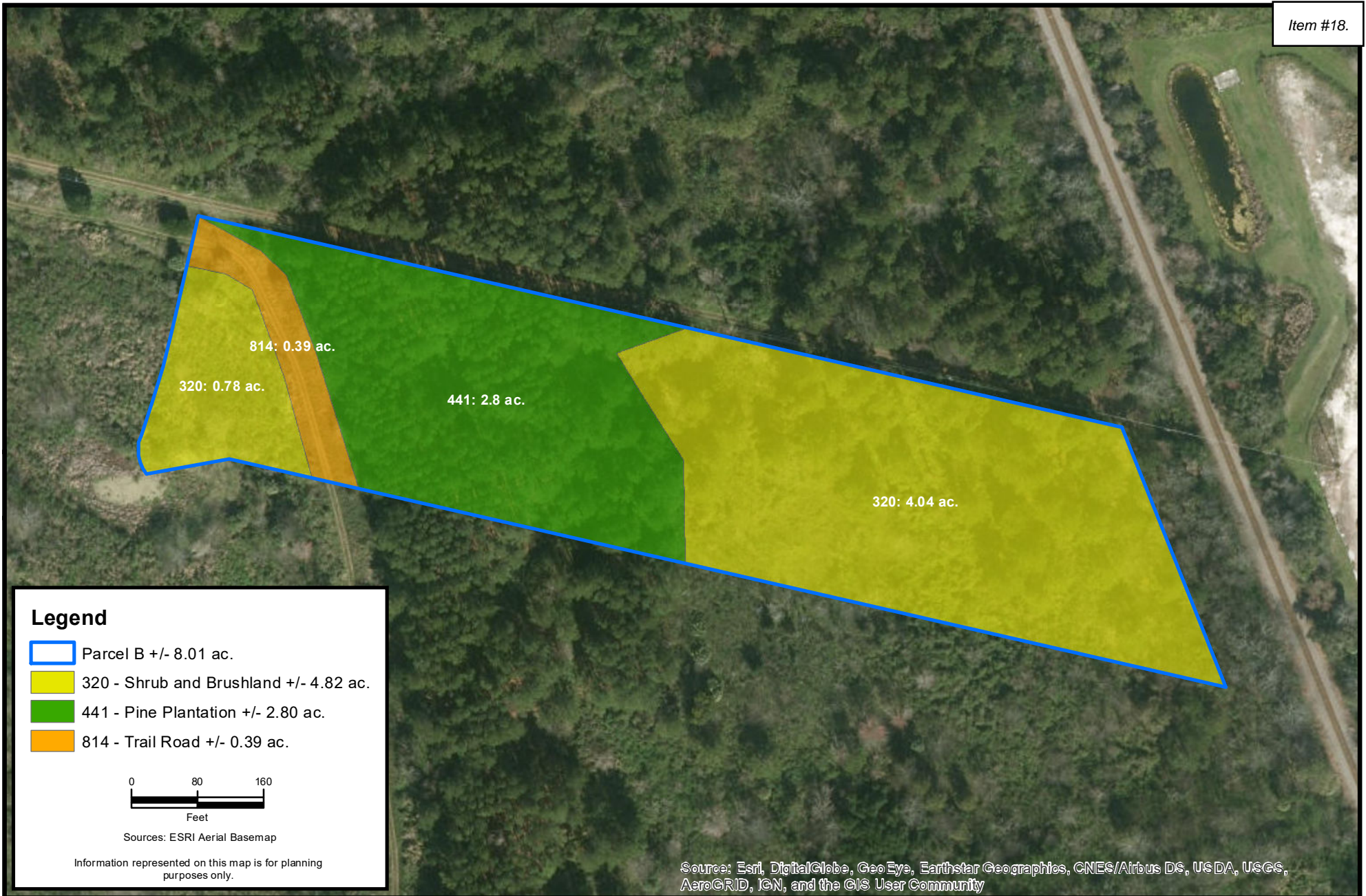
Clay County, FL

Date: Jul 01 2021

Figure:







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FLUCFCS Map

## Ayrshire Swap Parcel B



Project: 5.20092

Clay County, FL

Date: Jul 01 2021

Figure:

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Alliant National File #20043437

Agent File #Ayrshire 5.18 Acre

**RESPA SEARCH REPORT**

May 7, 2021

Owner: City of Green Cove Springs  
County: Clay

To: DHI Title of Florida, Inc.

This Search Report is provided by Alliant National Title Insurance Company to you as our policy-issuing title agent pursuant to our Agency Agreement with you. This Search Report, including the attached documentation and proposed schedules, is provided for your exclusive use in determining the insurability of title for the issuance of a title commitment and policy(ies) on our Company pursuant to our Agency Agreement with you. This Search Report may be used for no other purpose nor relied upon by any other party for any reason.

1. Please see attached

By: Serenah Arnett





Alliant National File #20043437

Agent File #Ayrshire 5.18 Acre

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

**Transaction Identification Data for reference only:**

|   |                    |                                       |   |
|---|--------------------|---------------------------------------|---|
| Issuing Agent:<br><b>DHI Title of Florida, Inc.</b>                                       | ALTA Universal ID: | Commitment Number:<br><b>20043437</b> | Issuing Office File Number:<br><b>Ayrshire 5.18 Acre</b>                              |
| Issuing Office:<br><b>4220 Race Track Road, Ste. 800, Jacksonville,<br/>Florida 32259</b> | Loan Number:       | Revision Number:                      | Property Address:<br><b>XXX Green Cove Ave, Green Cove<br/>Springs, Florida 32043</b> |

### SCHEDULE A

1. Commitment Date: April 28, 2021 at 06:00 AM
2. Policy to be issued:
  - A. ALTA 2006 OWNER'S POLICY Proposed Policy Amount: **\$10,000.00**  
(with Florida Modifications)  
Proposed Insured: **D.R. Horton Inc., a Delaware Corporation**
  - B. ALTA 2006 LOAN POLICY Proposed Policy Amount:  
(with Florida Modifications)  
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
**City of Green Cove Springs**
5. The Land is described as follows:

**See Attached Schedule A Continuation for Legal Description**

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*





Alliant National File #20043437

Agent File #Ayrshire 5.18 Acre

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

**SCHEDULE A Continuation**

**Ayrshire 5.18 Acre Right of Way Parcel**

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described as Parcel "A" and recorded in Official Records Book 3316, page 1098, of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established, with the Westerly right of way line of CSX Railroad, a 100 foot right of way as presently established; thence South 21°54'49" East, along said Westerly right of way line, 1424.74 feet to the Point of Beginning.

From said Point of Beginning, thence continue South 21°54'49" East, along said Westerly right of way line, 296.83 feet; thence South 68°05'11" West, departing said Westerly right of way line, 116.06 feet to the point of curvature of a curve concave Southeasterly having a radius of 425.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 22°49'06", an arc length of 169.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 56°40'38" West, 168.14 feet; thence South 45°16'05" West, 362.20 feet to the point of curvature of a curve concave Southeasterly having a radius of 1311.95 feet; thence Southwesterly along the arc of said curve, through a central angle of 05°52'33", an arc length of 134.54 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 42°19'49" West, 134.49 feet; thence Southerly along the arc of a non-tangent curve concave Easterly having a radius of 1150.00 feet, through a central angle of 17°35'55", an arc length of 353.22 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 21°40'14" West, 351.84 feet; thence South 12°52'16" West, 31.49 feet to a point lying on the Southerly line of said Parcel "A"; thence North 77°06'26" West, along said Southerly line, 100.00 feet; thence North 12°52'16" East, departing said Southerly line, 31.45 feet to the point of curvature of a curve concave Easterly having a radius of 1250.00 feet; thence Northerly along the arc of said curve, through a central angle of 17°35'55", an arc length of 383.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 21°40'14" East, 382.43 feet; thence Northeasterly along the arc of a non-tangent curve concave Southeasterly having a radius of 1441.24 feet, through a central angle of 05°53'59", an arc length of 148.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 26°05'53" East, 148.34 feet; thence North 29°02'53" East, 373.29 feet to the point of curvature of a curve concave Southeasterly having a radius of 517.02 feet; thence Northeasterly along the arc of said curve, through a central angle of 39°09'19", an arc length of 353.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 48°37'32" East, 346.49 feet; thence North 68°05'11" East, along a non-tangent line, 70.00 feet to the Point of Beginning.

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Alliant National File #20043437

Agent File #Ayrshire 5.18 Acre

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

**SCHEDULE B, PART I**

**REQUIREMENTS:**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Warranty Deed from City of Green Cove Springs to D.R. Horton Inc., a Delaware Corporation conveying the property as described in Schedule A of this Commitment.
5. Affidavit(s) in recordable form properly executed by the seller(s) and/or mortgagor(s) evidencing no other parties in possession, no claims or rights to a lien for services, labor or materials in connection with any repairs, alterations or improvements on the subject property, any adverse claims, no pending claims or court cases, or other matters. As to matters which may be disclosed by said Affidavit(s), the Company reserves the right to make such further requirements and/or exceptions as it may deem necessary.
6. Proof of payment of all pending or certified municipal and/or county charges or special assessments.
7. Payment of any delinquent water, sewer and/or gas, garbage removal service charges due and payable to Clay County, Florida.
8. Payment of water, sewer and or gas, garbage removal service charges due and payable to Clay County, Florida.
9. Verification from the City of Green Cove Springs as to no outstanding balances and payment in full of any impact fees, lot mowing liens, stormwater liens, code enforcement liens and utility accounts.
10. Certified copy of the resolution of approval by the appropriate governing body of City of Green Cove Springs, a Florida municipal corporation.
11. Execution of the deed of conveyance pursuant to that resolution.

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Alliant National File #20043437

Agent File #Ayrshire 5.18 Acre

12. Proof of compliance with necessary notice and public hearings for the approval of the sale.
13. Satisfactory proof, acceptable to the company, must be furnished showing the following corporation(s) to be existing and in good standing under the laws of the State of its incorporation: D.R. Horton Inc., a Delaware Corporation.
14. **Establish legal access to the land.**

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Alliant National File #20043437

Agent File #Ayrshire 5.18 Acre

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

**SCHEDULE B, PART II**

**EXCEPTIONS:**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. All taxes, assessments, levies and charges, which constitute liens or are due or payable including unredeemed tax sales.
7. Taxes and assessments for the year 2021 and subsequent years which are not yet due and payable.
8. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village, or port authority for unpaid service charges for service by any water systems, sewer systems or gas systems serving the lands described herein.
9. Restrictions, reservations, covenants, easements, conditions and all other matters as shown on Plat recorded in Plat Book 1, Page 31, of the Public Records of Clay County, Florida.

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Alliant National File #20043437

Agent File #Ayrshire 5.18 Acre

10. Subordination of City Utility Interests and Resolution recorded in Official Records Book 4242, Page 1345, of the Public Records of Clay County, Florida.
11. Ordinance recorded in Official Records Book 3740, Page 335, of the Public Records of the Public Records of Clay County, Florida.
12. Ordinance recorded in Official Records Book 3338, Page 754, of the Public Records of the Public Records of Clay County, Florida.
13. Subordination of Utility Interests recorded in Official Records Book 4084, Page 2084, of the Public Records of Clay County, Florida.
14. Gas Pipeline Easement recorded in Official Records Book 3192, Page 37, of the Public Records of Clay County, Florida.
15. Clay Electric Cooperative recorded in Official Records Book 1371, Page 1307, of the Public Records of Clay County, Florida.
16. Right of Way Easement recorded in Official Records Book 1375, Page 2334, of the Public Records of Clay County, Florida.
17. Right of Way Easement recorded in Official Records Book 1394, Page 717, of the Public Records of Clay County, Florida.
18. Guy Easement recorded in Official Records Book 1403, Page 1223, of the Public Records of Clay County, Florida.
19. Utility Easement recorded in Official Records Book 1597, Page 2103, of the Public Records of Clay County, Florida.
20. Right of Way Easement recorded in Official Records Book 1613, Page 2154, of the Public Records of Clay County, Florida.
21. Drainage Easement recorded in Official Records Book 2360, Page 1786, of the Public Records of Clay County, Florida.
22. Right of Way Easement recorded in Official Records Book 1746, Page 242, of the Public Records of Clay County, Florida.
23. Right of Way Easement recorded in Official Records Book 89, Page 229, of the Public Records of Clay County, Florida.

24. Easement recorded in Official Records Book 636, Page 654, of the Public Records of Clay County,  
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Alliant National File #20043437

Agent File #Ayrshire 5.18 Acre

Florida.

- 25. Notwithstanding Covered Risks found in the policy jacket or added by endorsement, this policy does not insure any right of access to and from the Land.**

Note: Taxes for the year 2020 under Tax ID 38-06-26-016515-002-00, in the gross amount of \$0.00 have been paid on N/A.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*





Alliant National File #20043804

Agent File #Ayrshire Land Swap

## **RESPA SEARCH REPORT**

May 7, 2021

Owner: Gustafson's Cattle, Inc., a Florida Corporation f/n/a Gustafson's Dairy Farm, Inc.  
County: Clay

To: DHI Title of Florida, Inc.

This Search Report is provided by Alliant National Title Insurance Company to you as our policy-issuing title agent pursuant to our Agency Agreement with you. This Search Report, including the attached documentation and proposed schedules, is provided for your exclusive use in determining the insurability of title for the issuance of a title commitment and policy(ies) on our Company pursuant to our Agency Agreement with you. This Search Report may be used for no other purpose nor relied upon by any other party for any reason.

1. Please see attached

By: Serenah Arnett





Alliant National File #20043804

Agent File #Ayrshire Land Swap

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

**Transaction Identification Data for reference only:**

|   |                    |                                       |  |
|---|--------------------|---------------------------------------|--|
| Issuing Agent:<br><b>DHI Title of Florida, Inc.</b>                                       | ALTA Universal ID: | Commitment Number:<br><b>20043804</b> | Issuing Office File Number:<br><b>Ayrshire Land Swap</b>                         |
| Issuing Office:<br><b>4220 Race Track Road, Ste. 800, Jacksonville,<br/>Florida 32259</b> | Loan Number:       | Revision Number:                      | Property Address:<br><b>XXX Green Cove Road, Green Cove<br/>Springs, Florida</b> |

### SCHEDULE A

1. Commitment Date: April 28, 2021 at 06:00 AM
2. Policy to be issued:
  - A. ALTA 2006 OWNER'S POLICY Proposed Policy Amount: **\$10,000.00**  
(with Florida Modifications)  
Proposed Insured: **City of Green Cove Springs**
  - B. ALTA 2006 LOAN POLICY Proposed Policy Amount:  
(with Florida Modifications)  
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
**Gustafson's Cattle, Inc., a Florida Corporation f/n/a Gustafson's Dairy Farm, Inc.**
5. The Land is described as follows:

**See Attached Schedule A Continuation for Legal Description**

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Alliant National File #20043804

Agent File #Ayrshire Land Swap

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

**SCHEDULE A Continuation**

**Ayrshire 8.01 Acre Parcel**

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

For a Point of Reference, commence at the intersection of the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established, with the Westerly right of way line of CSX Railroad, a 100 foot right of way as presently established; thence South  $21^{\circ}54'49''$  East, along said Westerly right of way line, 2927.14 feet to the Southeast corner of those lands described as Parcel "A" and recorded in Official Records Book 3316, page 1098, also being the Northeast corner of those lands described and recorded in Official Records Book 3855, page 1391, both of said Public Records; thence North  $77^{\circ}06'26''$  West, departing said Westerly right of way line and along the Northerly line of last said lands, 66.98 feet to the Northwest corner thereof and the Point of Beginning.

From said Point of Beginning, thence South  $21^{\circ}54'49''$  East, along the Westerly line of last said lands, 339.01 feet; thence North  $77^{\circ}06'26''$  West, departing said Westerly line, 1237.94 feet; thence South  $79^{\circ}30'12''$  West, 101.87 feet to a point on a non-tangent curve concave Easterly having a radius of 50.00 feet; thence Northerly along the arc of said curve, through a central angle of  $56^{\circ}15'04''$ , an arc length of 49.09 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $08^{\circ}01'32''$  West, 47.14 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 1050.00 feet, through a central angle of  $07^{\circ}13'44''$ , an arc length of 132.47 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $16^{\circ}29'08''$  East, 132.39 feet; thence North  $12^{\circ}52'16''$  East, 142.63 feet to a point lying on the Southerly line of said Parcel "A"; thence South  $77^{\circ}06'26''$  East, along said Southerly line, 1146.52 feet to the Point of Beginning.

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Alliant National File #20043804

Agent File #Ayrshire Land Swap

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

**SCHEDULE B, PART I**

**REQUIREMENTS:**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Corporate Warranty Deed from Gustafson's Cattle, Inc., a Florida Corporation f/n/a Gustafson's Dairy Farm, Inc. to City of Green Cove Springs, conveying the property as described in Schedule A of this Commitment.
5. Affidavit(s) in recordable form properly executed by the seller(s) and/or mortgagor(s) evidencing no other parties in possession, no claims or rights to a lien for services, labor or materials in connection with any repairs, alterations or improvements on the subject property, any adverse claims, no pending claims or court cases, or other matters. As to matters which may be disclosed by said Affidavit(s), the Company reserves the right to make such further requirements and/or exceptions as it may deem necessary.
6. Proof of payment of all pending or certified municipal and/or county charges or special assessments.
7. Payment of any delinquent water, sewer and/or gas, garbage removal service charges due and payable to Clay County, Florida.
8. Payment of water, sewer and or gas, garbage removal service charges due and payable to Clay County, Florida.
9. Verification from the City of Green Cove Springs as to no outstanding balances and payment in full of any impact fees, lot mowing liens, stormwater liens, code enforcement liens and utility accounts.
10. Satisfactory proof, acceptable to the company, must be furnished showing the following corporation(s) to be existing and in good standing under the laws of the State of its incorporation: Gustafson's Cattle Inc., a Florida Corporation.

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Alliant National File #20043804

Agent File #Ayrshire Land Swap

**11. Establish legal access to the land.**

NOTE: A search of the public records reveals no open mortgage. Closer should confirm with owner that property is free and clear.

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Alliant National File #20043804

Agent File #Ayrshire Land Swap

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

**SCHEDULE B, PART II**

**EXCEPTIONS:**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. All taxes, assessments, levies and charges, which constitute liens or are due or payable including unredeemed tax sales.
7. Taxes and assessments for the year 2021 and subsequent years which are not yet due and payable.
8. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village, or port authority for unpaid service charges for service by any water systems, sewer systems or gas systems serving the lands described herein.
9. Restrictions, reservations, covenants, easements, conditions and all other matters as shown on Plat recorded in Plat Book 1, Page 31, of the Public Records of Clay County, Florida.

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Alliant National File #20043804

Agent File #Ayrshire Land Swap

10. Subordination of City Utility Interests and Resolution recorded in Official Records Book 4242, Page 1345, of the Public Records of Clay County, Florida.
11. Ordinance recorded in Official Records Book 3740, Page 335, of the Public Records of the Public Records of Clay County, Florida.
12. Ordinance recorded in Official Records Book 3338, Page 754, of the Public Records of the Public Records of Clay County, Florida.
13. Subordination of Utility Interests recorded in Official Records Book 4084, Page 2084, of the Public Records of Clay County, Florida.
14. Gas Pipeline Easement recorded in Official Records Book 3192, Page 37, of the Public Records of Clay County, Florida.
15. Clay Electric Cooperative recorded in Official Records Book 1371, Page 1307, of the Public Records of Clay County, Florida.
16. Right of Way Easement recorded in Official Records Book 1375, Page 2334, of the Public Records of Clay County, Florida.
17. Right of Way Easement recorded in Official Records Book 1394, Page 717, of the Public Records of Clay County, Florida.
18. Guy Easement recorded in Official Records Book 1403, Page 1223, of the Public Records of Clay County, Florida.
19. Utility Easement recorded in Official Records Book 1597, Page 2103, of the Public Records of Clay County, Florida.
20. Right of Way Easement recorded in Official Records Book 1613, Page 2154, of the Public Records of Clay County, Florida.
21. Drainage Easement recorded in Official Records Book 2360, Page 1786, of the Public Records of Clay County, Florida.
22. Right of Way Easement recorded in Official Records Book 1746, Page 242, of the Public Records of Clay County, Florida.
23. Right of Way Easement recorded in Official Records Book 89, Page 229, of the Public Records of Clay County, Florida.

24. Easement recorded in Official Records Book 636, Page 654, of the Public Records of Clay County,  
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Alliant National File #20043804

Agent File #Ayrshire Land Swap

Florida.

25. Reservations as shown in the deed recorded in Deed Book 48, Page 467, of the Public Records of Clay County, Florida.
26. **Notwithstanding Covered Risks found in the policy jacket or added by endorsement, this policy does not insure any right of access to and from the Land.**

Note: Taxes for the year 2020 under Tax ID 38-06-26-016515-000-00, in the gross amount of \$31,061.21 have been paid on 11/30/2020.

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# CITY OF GREEN COVE SPRINGS

## CITY COUNCIL SPECIAL SESSION - BUDGET DISCUSSION



321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, AUGUST 17, 2021 – 5:00 PM

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### MINUTES

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Invocation & Pledge of Allegiance to the Flag – **Vice Mayor, Matt Johnson**

Roll Call

**COUNCIL MEMBERS PRESENT:** Mayor Ed Gaw, Vice Mayor Matt Johnson, Council Member Connie Butler (Arrived at 5:25pm), Council Member Steven Kelley (Via Phone), Council Member Van Royal

**STAFF MEMBERS PRESENT:** L.J. Arnold, III, City Attorney (Via Phone), Steve Kennedy, City Manager, Marlena Guthrie, Finance Director, Kimberly Thomas, Executive Assistant

Mayor to call on members of the audience wishing to address the Council on matters not on the Agenda. No comments.

### COUNCIL BUSINESS

#### 1. Mayor Presentation for the City Manager and City Attorney Contracts.

Mayor Gaw advises he sat down City Attorney, Jim Arnold to discuss any adjustments to the Attorney contract and compensation plan.

Mayor Gaw advises Mr. Arnold has been with the city for 44 years and has received no more than 2 pay increases.

Mayor Gaw suggests increasing the City Attorney's salary to \$75,000 a year while extending his contract for 4 years with a yearly increase of 5%.

Council discussion follows with Council Member Royal abstaining due to Jim's wife, Rosalind, being his business partner.

**Motion to increase the City Attorney salary to \$75,000 a year and include in his contract a 5% increase every year for the next 4 years.**

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

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

Voting Abstaining: Council Member Royal

Mayor Gaw advises he sat down with City Manager, Steve Kennedy to discuss any adjustments to the City Manager contract and compensation plan.

Mayor Gaw advises the City Manager contract currently states \$132,000 and suggests increasing the City Manager salary by 25% which will make the salary around \$162,000 with a 5% yearly increase and a 5 year contract.



Council discussion follows with the suggestion of a 12% increase.

**Motion to increase the City Manager salary by 12% with a 4% yearly increase and a 5 year contract.**

Motion made by Council Member Royal, Seconded by Council Member Butler.

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

2. Follow up session and discussion of changes to the FY 2022 Proposed Budget after the August 3rd and August 5th, 2021 Budget Hearings.

City Manager, Steve Kennedy speaks to the Council concerning the budget changes that were spoken about during the budget meetings at the beginning of August.

Council discussion follows.

Finance Director, Marlana Guthrie advises that the ARPA Funds will be increasing.

Council discussion follows.

**Motion to the accept changes to the proposed budget for FY22 and taking into consideration the adjustments to the City Attorney and City Manager salaries and the ARPA funds.**

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

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

3. City Manager & City Attorney Reports / Correspondence  
Nothing to add for the Special Session.
4. City Council Reports / Correspondence  
Nothing to add for the Special Session.

**Adjournment**

There being no further business to come before the City Council, the meeting was adjourned at 6:32 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

---

Edward R. Gaw, Mayor

Attest:

---

Erin West, City Clerk





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session

**MEETING DATE:** September 7, 2021

**FROM:** Steve Thomas

**SUBJECT:** City Council approval of a Pay Application # 3 from KBT Contracting Corp in the amount of \$55,065.43 for design & build out of ASACC classroom for AMikids. *Steve Thomas*

### BACKGROUND

City Council Approved to enter a contract with KBT Contracting for the design/ build at ASACC Classrooms for AMIKids classroom renovation on June 01, 2021, the bid contract was a Lump sum of \$460,030.00 and included the gang bathrooms. Staff did not accept Additive Alternate # 2, replacing the windows, for \$30,500 because of trying to stay within a manageable budget number. The contractor submitted a proposal with the 30% design drawings showing he could do the windows at a lower cost and staff believed this was a more reasonable cost to add.

City Council approved this Change Order #1 at the July 6, 2021 at a cost of \$15,200.00 and this was an increase the total contract amount to \$475,230.00.

### FISCAL IMPACT

**\$55,065.43 out of Account # 001-1214-5006326.**

### RECOMMENDATION

Approve Pay Application # 3 from KBT Contracting Corp in the amount of \$55,065.43 for design & build out of ASACC classroom for AMikids.



# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

Owner: City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, FL 32043

APPLICATION NO: 3  
APPLICATION DATE: 9/1/2021  
PERIOD FROM: 7/31/2021  
TO: 8/31/2021  
Distribution to:  
☒ OWNER  
☒ ARCHITECT  
☒ CONTRACTOR  
☐ Lender

FROM: KBT Contracting Corp  
5105 Blanding Blvd.  
Jacksonville, FL 32210

Project Name: Design/Build - ASACC Classroom Building Renovation

BID NO.: 2021-05  
CONTRACT DATE: 6/1/2021

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown is now due.

1. ORIGINAL CONTRACT SUM ..... \$460,030.00
2. Net change by Change Orders ..... \$28,526.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$488,556.00
4. TOTAL COMPLETED & STORED TO DATE ..... \$277,599.10  
(Column G on G703)
5. Retainage:
 

|                         |                       |    |             |
|-------------------------|-----------------------|----|-------------|
| a. 5                    | % of Completed Work   | \$ | \$13,879.96 |
| (Columns D + E on G703) |                       |    |             |
| b.                      | % of Stored Materials | \$ | 0           |
6. TOTAL EARNED LESS RETAINAGE ..... \$263,719.15
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$208,653.72
8. CURRENT PAYMENT DUE ..... \$55,065.43
9. BALANCE TO FINISH, INCLUDING RETAINAGE.. (Line 3 less Line 6) ..... \$196,310.86

CONTRACTOR: KBT Contracting Corp

By: Rebecca E. Timmons Date: 9/1/2021

Rebecca E. Timmons, President

State of: Florida County of: Duval

Subscribed and sworn to before me this

Notary Public: 08/03/2023

My Commission expires:



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED .....  
(Attach explanation if amount certified differs from the amount applied for.)

## ARCHITECT or CONSTRUCTION MANAGER:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
This Certificate is not negotiable. the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

| CHANGE ORDER SUMMARY                               | ADDITIONS   | DEDUCTIONS |
|--|-------------|------------|
| Total changes approved in previous months by Owner | \$15,200.00 |            |
| Total approved this month                          | \$13,326.00 |            |
| TOTALS   | \$28,526.00 | \$0.00     |
| NET CHANGES by Change Order                        | \$28,526.00 |            |



# SCHEDULE OF VALUES

AIA DOCUMENT G703

PAGE 1 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached.  
In tabulation below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 3  
APPLICATION DATE: 9/1/2021  
PERIOD FROM: 7/31/2021  
TO: 8/31/2021  
ARCHITECT'S PROJECT NO:

## Bid #2021-05 Design/Build - ASACC Classroom Building Renovation

CONTRACTOR: KBT Contracting Corp

| CONTRACTOR: KBT Contracting Corp |   |                          |                |                          |                |         |              |  |  |            |                                    |                |
|----------------------------------|---|--------------------------|----------------|--------------------------|----------------|---------|--------------|--|--|------------|------------------------------------|----------------|
| A<br>ITEM<br>No.                 | B<br>DESCRIPTION OF WORK<br><br>Base Bid - Classroom & Office   | C<br>SCHEDULED<br>VALUE  |                | D<br>WORK COMPLETED      |                | E       |              | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(not in D or E) | G<br>TOTAL COMPLETED<br>AND STORED<br>TO DATE<br>(D + E + F) | %<br>G / C | H<br>BALANCE<br>TO FINISH<br>C - G | I<br>RETAINAGE |
|                                  |   | PREVIOUS<br>APPLICATIONS | THIS<br>PERIOD | PREVIOUS<br>APPLICATIONS | THIS<br>PERIOD |         |              |  |  |            |                                    |                |
| 1                                | Mobilization (Permits,Bond,Ins)   | \$32,000.00              | \$25,600.00    | \$6,400.00               | \$32,000.00    | 100.00% | \$0.00       | \$1,600.00   |  |            |                                    |                |
| 2                                | General Conditions  | \$64,000.00              | \$32,000.00    | \$6,400.00               | \$38,400.00    | 60.00%  | \$25,600.00  | \$1,920.00   |  |            |                                    |                |
| 3                                | Framing, Insulation, Drywall  | \$37,624.00              | \$26,336.80    |                          | \$26,336.80    | 70.00%  | \$11,287.20  | \$1,316.84   |  |            |                                    |                |
| 4                                | Plumbing  | \$14,800.00              | \$8,880.00     | \$2,960.00               | \$11,840.00    | 80.00%  | \$2,960.00   | \$592.00   |  |            |                                    |                |
| 5                                | Electrical  | \$47,970.00              | \$28,782.00    | \$9,594.00               | \$38,376.00    | 80.00%  | \$9,594.00   | \$1,918.80   |  |            |                                    |                |
| 6                                | HVAC  | \$49,350.00              | \$29,610.00    | \$9,870.00               | \$39,480.00    | 80.00%  | \$9,870.00   | \$1,974.00   |  |            |                                    |                |
| 7                                | Fire Alarm  | \$7,600.00               |                |                          | \$0.00         | 0.00%   | \$7,600.00   | \$0.00   |  |            |                                    |                |
| 8                                | Interior Doors  | \$24,880.00              |                |                          | \$0.00         | 0.00%   | \$24,880.00  | \$0.00   |  |            |                                    |                |
| 9                                | Painting  | \$11,200.00              |                |                          | \$0.00         | 0.00%   | \$11,200.00  | \$0.00   |  |            |                                    |                |
| 10                               | Flooring  | \$19,153.00              |                |                          | \$0.00         | 0.00%   | \$19,153.00  | \$0.00   |  |            |                                    |                |
| 11                               | Cabinets and Counter tops   | \$7,200.00               |                |                          | \$0.00         | 0.00%   | \$7,200.00   | \$0.00   |  |            |                                    |                |
| 12                               | Speciatiies and Signage   | \$2,400.00               |                |                          | \$0.00         | 0.00%   | \$2,400.00   | \$0.00   |  |            |                                    |                |
| 13                               | Door Modifications  | \$2,800.00               | \$2,240.00     |                          | \$2,240.00     | 80.00%  | \$560.00     | \$112.00   |  |            |                                    |                |
|                                  | Change order # 2 for the AMIKIDS classroom renovation project, Fire inspector is adding 4 additional exit doors for emergency exit. | \$13,326.00              |                | \$6,663.00               | \$6,663.00     | 50.00%  | \$6,663.00   | \$333.15   |  |            |                                    |                |
|                                  |   | \$334,303.00             | \$153,448.80   | \$41,887.00              | \$195,335.80   | 58.43%  | \$138,967.20 | \$9,766.79   |  |            |                                    |                |

Item #20.



# SCHEDULE OF VALUES

AIA DOCUMENT G703

PAGE 2 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached.  
In tabulation below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 3  
APPLICATION DATE: 9/1/2021  
PERIOD FROM: 7/31/2021  
TO: 8/31/2021  
ARCHITECT'S PROJECT NO:

Bid #2021-05 Design/Build - ASACC Classroom Building Renovation

CONTRACTOR: KBT Contracting Corp

| CONTRACTOR: KBT Contracting Corp |                                 |                 |                       |             |             |  |  |         |                         |            |  |   |  |   |  |   |  |
|----------------------------------|---------------------------------|-----------------|-----------------------|-------------|-------------|--|--|---------|-------------------------|------------|--|---|--|---|--|---|--|
| A                                |                                 | B               |                       | C           |             | D  |  | E       |                         | F          |  | G |  | H |  | I |  |
| ITEM No.                         | DESCRIPTION OF WORK             | SCHEDULED VALUE | WORK COMPLETED        |             | THIS PERIOD | MATERIALS PRESENTLY STORED (not in D or E) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | % G / C | BALANCE TO FINISH C - G | RETAINAGE  |  |   |  |   |  |   |  |
|                                  |                                 |                 | Previous Applications |             |             |  |  |         |                         |            |  |   |  |   |  |   |  |
| 1                                | Mobilization (Permits,Bond,Ins) | \$12,000.00     | \$7,200.00            | \$4,800.00  |             |  | \$12,000.00                                    | 100.00% | \$0.00                  | \$600.00   |  |   |  |   |  |   |  |
| 2                                | General Conditions              | \$24,000.00     | \$14,400.00           |             |             |  | \$14,400.00                                    | 60.00%  | \$9,600.00              | \$720.00   |  |   |  |   |  |   |  |
| 3                                | Exterior Doors                  | \$5,000.00      |                       | \$2,500.00  |             |  | \$2,500.00                                     | 50.00%  | \$2,500.00              | \$125.00   |  |   |  |   |  |   |  |
| 4                                | Plumbing                        | \$40,241.00     | \$24,144.60           | \$8,048.20  |             |  | \$32,192.80                                    | 80.00%  | \$8,048.20              | \$1,609.64 |  |   |  |   |  |   |  |
| 5                                | Electrical                      | \$4,000.00      |                       |             |             |  | \$0.00   | 0.00%   | \$4,000.00              | \$0.00     |  |   |  |   |  |   |  |
| 6                                | HVAC - Exhaust System           | \$3,000.00      |                       |             |             |  | \$0.00   | 0.00%   | \$3,000.00              | \$0.00     |  |   |  |   |  |   |  |
| 7                                | Fire Strobes                    | \$1,000.00      |                       |             |             |  | \$0.00   | 0.00%   | \$1,000.00              | \$0.00     |  |   |  |   |  |   |  |
| 8                                | Partitions                      | \$13,000.00     |                       |             |             |  | \$0.00   | 0.00%   | \$13,000.00             | \$0.00     |  |   |  |   |  |   |  |
| 9                                | Specialties                     | \$3,600.00      |                       |             |             |  | \$0.00   | 0.00%   | \$3,600.00              | \$0.00     |  |   |  |   |  |   |  |
| 10                               | Drywall and Paint               | \$4,000.00      |                       |             |             |  | \$0.00   | 0.00%   | \$4,000.00              | \$0.00     |  |   |  |   |  |   |  |
| 11                               | Tile work                       | \$11,000.00     |                       |             |             |  | \$0.00   | 0.00%   | \$11,000.00             | \$0.00     |  |   |  |   |  |   |  |
|                                  |                                 | \$120,841.00    | \$45,744.60           | \$15,348.20 |             | \$0.00                                     | \$61,092.80                                    | 50.56%  | \$59,748.20             | \$3,054.64 |  |   |  |   |  |   |  |

Item #20.



APPLICATION NUMBER:

APPLICATION DATE: 9/1/2021

PERIOD FROM: 7/31/2021

TO: 8/31/2021

**Bid #2021-05 Design/Build - ASACC Classroom Building Renovation**

**CONTRACTOR: KBT Contracting Corp**

| CONTRACTOR: KBT Contracting Corp              |   |   |                     |                 |                |             |   |   |   |   |  |
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| CONTRACT: 10000 Classroom Building Renovation |   |   |                     |                 |                |             |   |   |   |   |  |
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APPLICATION NUMBER: 3

APPLICATION DATE: 9/1/2021

PERIOD FROM: 7/31/2021

TO: 8/31/2021

ARCHITECT'S PROJECT NO.:

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## FMPA Monthly Report

### September 2021

#### Rate Call

The average price of natural gas for the month was \$3.55. Daily natural gas prices have fluctuated in the \$3.95 - 4.50 range and natural gas pricing continues its upward trend.

The peak for the month occurred on 22 July at 4 PM.

Natural gas accounted for 79% of the generation mix. Coal was 13% and nuclear was 5%. Solar generation was 1%.

The Vero Beach cost recovery account stands at \$4.0 million. This is \$5.1 million below the planned target. Refunds to this account will be discontinued and used to lower gas cost. This policy will be reviewed in ninety days.

#### Board of directors

The Board of Directors approved minor changes to the Contingency Planning section of the Risk Management Policy.

Information items included the annual Evaluation of the General Manager and CEO and the General Counsel and CLO.

#### Executive Committee

The Executive Committee approved minor changes to the Risk Management Policy covering reserve margin reporting and book of records maintenance.

Information items included pausing funding to the Rate Protection Fund, mid-20's capacity and reserve position and Cane Island 3 capacity upgrade.