

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, APRIL 01, 2025 – 6:00 PM



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

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

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

AGENDA

Invocation & Pledge of Allegiance to the Flag - **Youth Pastor Travis Ivey, Hickory Grove 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 - Water Conservation Month
2. Proclamation - Public Safety Telecommunicators Week

PRESENTATIONS

3. FMPA - April 2025 **Bob Page**

PUBLIC HEARINGS

4. Second and Final Reading of Ordinance O-03-2025 amending the Future Land Use for parcel 017678-000-00 located in the 600 block of N Pine Ave: From: Neighborhood To: Public **Michael Daniels**
5. Second and Final Reading of Ordinance O-04-2025 amending the zoning for parcel 017678-000-00 located in the 600 block of N Pine Ave: From: Residential Professional Office (RPO) To: Institutional (INS) **Michael Daniels**
6. First reading of Ordinance No. O-5-2025 regarding Affordable Housing Related Land Development Code Changes **Michael Daniels**
7. Public Hearing – Fair Housing presentation to support application for a grant in the 23-24 CDBG Grant cycle. **Mike Null and Melissa Fox, Fred Fox Enterprises**

8. Public Hearing – First Public Hearing to support application for a grant in the 23-24 CDBG Grant cycle. **Mike Null and Melissa Fox, Fred Fox Enterprises**

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.

9. City Council approval of the Gustafson Park Development Agreement with Clay County Utility Authority (CCUA). **Michael Daniels**
10. City Council approval of Mittauer Invoice # 25106 in the amount of \$446,770.00, and authorization for the mayor to execute Disbursement Request #5 (to follow) for permitting and design services for the Magnolia Point Reclaimed Water System & Potable Water System Improvements. **Scott Schultz**
11. City Council approval of, and authorization for the mayor to execute, Amendment #4 to Loan Agreement WW10420 & Grant Agreement AG100421, which extends the Agreement date to September 15, 2025, for permitting and design services for the Magnolia Point Reclaimed Water System & Potable Water System Improvements. **Scott Schultz**
12. City Council approval of the Sawcross (Tender Contractor) Pay Request #11, in the amount of \$228,920.55, and authorization for the mayor to execute Disbursement Request # 25 (to follow), for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420. **Scott Schultz**
13. City Council approval to surplus Electric Department Vehicle # 403, a 2009 Ford F-150 that has outlived its useful life. **Scott Schultz**
14. City Council approval to surplus various small items from the police department. **Scott Schultz**
15. City Council approval to surplus Parks Department Vehicle # 635, a 2009 Ford Econoline Van that has outlived its useful life. **Scott Schultz**
16. City Council selection of a Citizens Advisory Task Force (CATF) to support application for a grant in the 23-24 CDBG Grant cycle. **Mike Null**
17. City Council approval of Resolution R-04-2025, providing the disposition of \$2,000,000 in over-recovered electric Power Cost Adjustment (PCA) funds from FY 23-24. **Mike Null**

COUNCIL BUSINESS

18. City Manager & City Attorney Reports / Correspondence

19. City Council Reports / Correspondence

Adjournment

The City Council meets the first and third Tuesday of each month beginning at 6:00 p.m., unless otherwise scheduled. Meetings are held in City Hall at 321 Walnut Street. Video and audio recordings of the meetings are available in the City Clerk's Office upon request.

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

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

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

ADA NOTICE

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

PUBLIC PARTICIPATION:

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

EXPARTE COMMUNICATIONS

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

Proclamation

- WHEREAS,** water is a basic and essential need of every living creature; and
- WHEREAS,** the State of Florida, Water Management Districts, and the City of Green Cove Springs are working together to increase awareness about the importance of water conservation; and
- WHEREAS,** the City of Green Cove Springs and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and
- WHEREAS,** the City of Green Cove Springs has always encouraged and supported water conservation through various educational programs and special events; and
- WHEREAS,** every business, industry, school, and citizen can make a difference when it comes to conserving water; and
- WHEREAS,** every business, industry, school, and citizen can help by saving water and thus promote a healthy economy and community; and
- WHEREAS,** outdoor irrigation comprises a large portion of water use, the City of Green Cove Springs will encourage citizens and businesses to focus on improving outdoor irrigation efficiency.

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

- Section 1.** The City of Green Cove Springs, Florida hereby proclaims April as "**WATER CONSERVATION MONTH.**"
- Section 2.** The City of Green Cove Springs, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water. For this, the 27th year of Water Conservation Month, there will be a special focus on improving outdoor irrigation efficiency.
- Section 3.** A true copy of this Proclamation shall be spread upon the Official Minutes of the City Council of the City of Green Cove Springs.

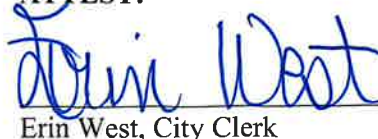
DONE AND PROCLAIMED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 1ST DAY OF APRIL 2025.



CITY OF GREEN COVE SPRINGS, FLORIDA


Steven R. Kelley, Mayor

ATTEST:


Erin West, City Clerk

Proclamation

WHEREAS, the professional Public Safety Telecommunicators in the City of Green Cove Springs play a crucial role in the protection of life, property and delivery of Public Safety Services; and

WHEREAS, public safety telecommunicators serve as a vital link between the public and emergency services, ensuring the swift and effective dispatch of police, fire, and emergency medical services; and

WHEREAS, each day, City of Green Cove Springs citizens call for help in emergency situations, and the Telecommunicators who answer these calls—often referred to as the "voice of calm in the storm" – gather essential information and dispatch the appropriate assistance, often making the difference between life and death for persons in need; and

WHEREAS, public safety telecommunicators answer millions of emergency calls annually, providing life-saving assistance, crucial information, and reassurance to those in distress, serving the citizens of the City of Green Cove Springs, twenty-four hours a day, seven days a week, 365 days a year; and

WHEREAS, during extreme situations, such as hurricanes, these Telecommunicators are unable to be with their families to protect their own personal homes and property, yet remain committed to excellence, strengthening the resilience of our city and fostering a sense of security for all residents; and

WHEREAS, the Congress of the United States has proclaimed its support and recognition for these employees and their profession, and the City Council wishes to publicly recognize the Telecommunicators who serve the citizens of the City of Green Cove Springs in such a professional manner.

NOW, THEREFORE, WE, THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS DO HEREBY PROCLAIM:

1. The week of April 13-19, 2025 to be "**National Public Safety Telecommunicators Week**" in Green Cove Springs and call upon citizens to recognize and express gratitude for the extraordinary contributions of our public safety telecommunicators to the safety, security, and well-being of our community.
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 IN REGULAR SESSION BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 1ST DAY OF APRIL, 2025.

CITY OF GREEN COVE SPRINGS, FLORIDA




Steven R. Kelley, Mayor

ATTEST:


Erin West, City Clerk

FMPA Report

April 2025

Rate Call

The average price of natural gas for the month was \$3.96. A late spring cold wave in the northern half of the United States has kept natural gas prices somewhat elevated. Natural gas storage is slightly below historical averages at this time. On the bright side, renewable energy generation will allow natural gas storage to build faster in late spring and summer helping to hold prices down.

Natural gas accounted for 79% of the generation mix. Coal was 10%; nuclear was 7%. Solar generation was 3%.

The peak for the month was 13 February at 74PM.

Board of Directors

The Board of Directors approved a resolution celebrating Craig Dunlap's 48 years of providing financial advice to FMPA and its member cities. Also approved were the strategic planning session priorities:

- Commit FMPA resources—both human and financial—to support nuclear and other reliable resource expansion initiatives in Florida;
- Advocate for abundant and affordable natural gas;
- Support Members by enabling and facilitating reliability-focused investments and other value-added services;
- Advocate for coordinated studies at state/FRCC level for transmission investments to cost effectively ease Central Florida Corridor congestion;
- Develop a robust talent pipeline and succession strategies within the Agency's administrative and operational teams.

Information items were Solar Project III termination, quarterly HR update, quarterly compliance update, communications and social media analytics update and Stanton audit and project update.

Executive Committee

The Executive Committee approved new targets for the rate stability program, a prepaid gas deal and the strategic planning priorities:

- Continue to ensure high availability of FMPA's low-cost generation to provide low-cost power;
- Evaluate life-extension and cost-justified capacity upgrades for existing generation, including options for reliable on-island KEYS capacity.;

- Leverage tightening wholesale power markets and FMPPA excess to pursue additional municipal and third-party sales creating added value for FMPPA ARP;
- Mitigate exposure to Stanton 2 coal dispatch costs by implementing scheduling;
- Maximize asset value through expansion of FMPP services and/or alternative opportunities;
- Gather information to prepare for interaction with potential data centers.

The information agenda items reviewed were Solar Project Phase III, quarterly HR update, quarterly compliance update, extension of FPL network integration transmission service and Duke transmission work for Cane Island pipeline relocation.



8a – Natural Gas Price Stability Program Quarterly Update

Executive Committee

March 20, 2024

Latest Domestic Policy News Impacting Gas Prices

Current Administration Driving Long Term Impacts

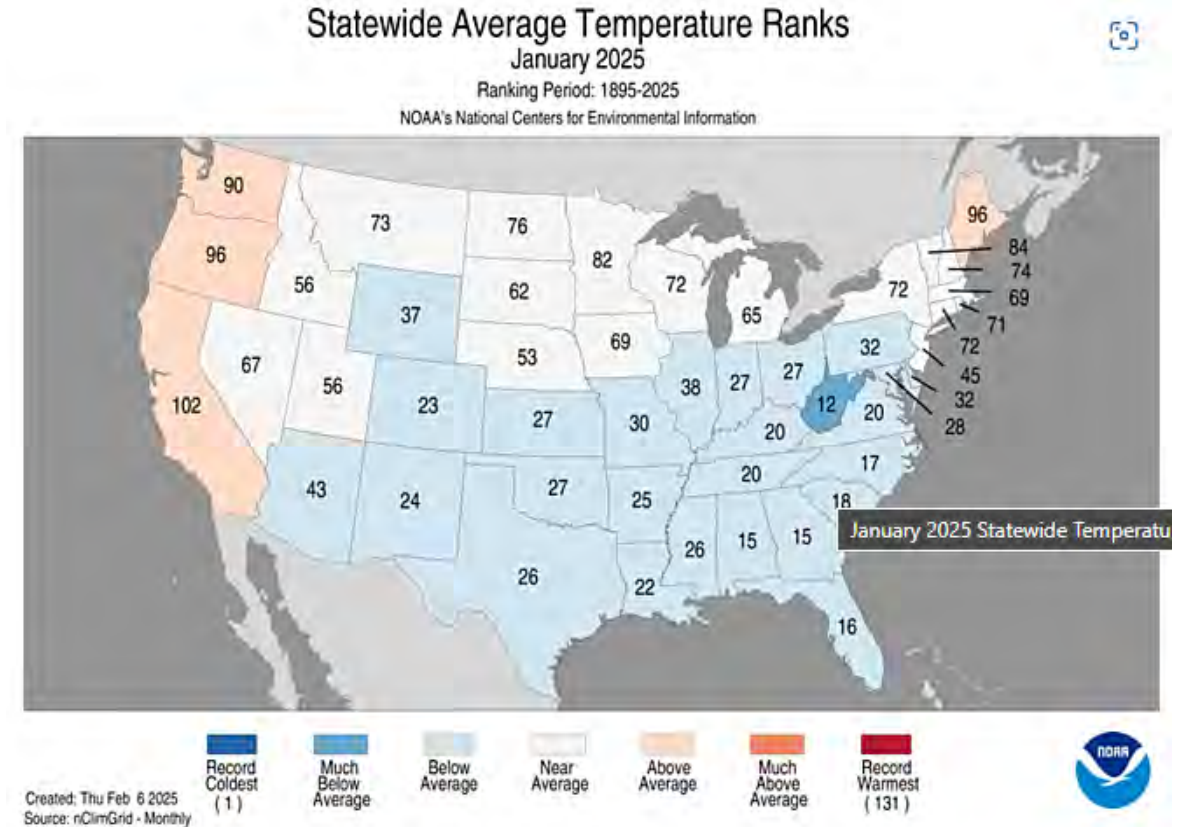
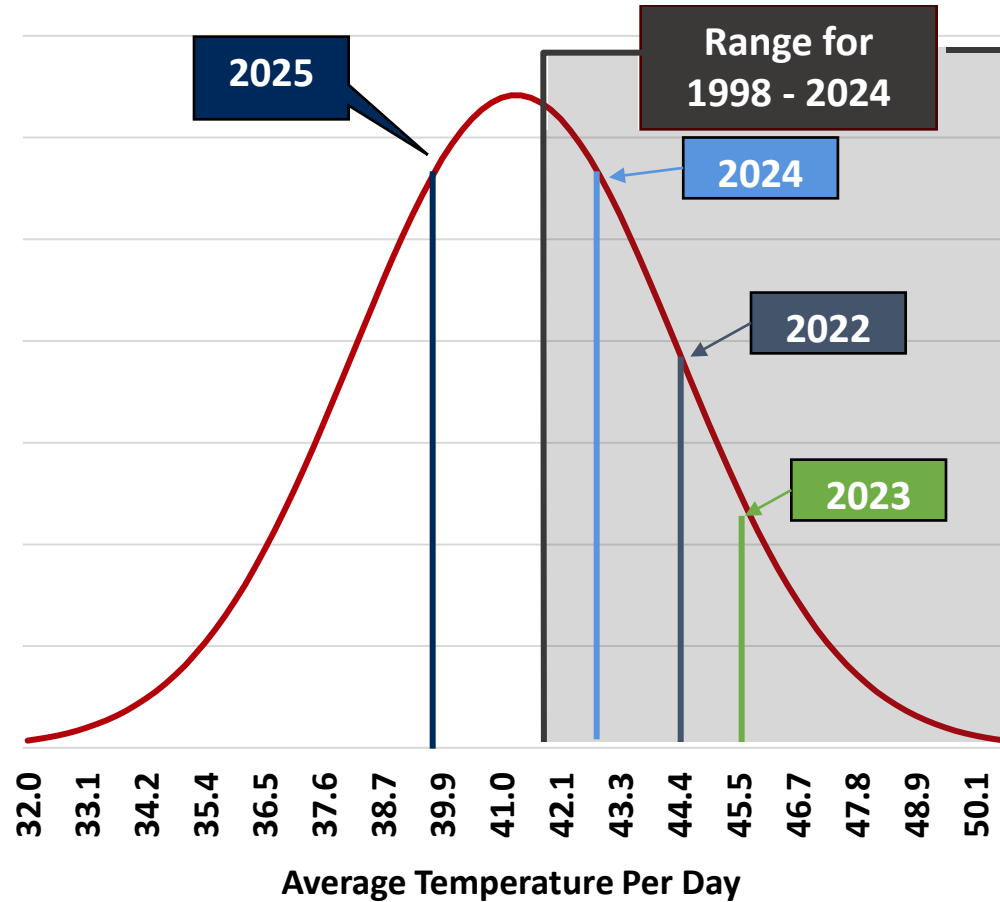
- ↓ Declaration of a national energy emergency
 - Looking to boost domestic oil and gas production by removing regulations
- ↑ DOE approved expansion of Golden Pass LNG project in Texas
- ↓ FERC revoked interim policy statement on assessing greenhouse gas emissions for natural gas projects.
- ↓ Repeal of methane emissions fee could reduce operation cost for producers

Latest Foreign Policy News Impacting Gas Prices

- ↑ 25% Tariffs for Canada and Mexico estimate a 15% - 30% price increase
 - Despite Canada only accounting for <5% of total demand
- ↓ Ending of Ukraine War estimate a short term 60% -70% price decrease
- ↓ Restart Nord Stream 2 pipeline project, signaling possible shifts in U.S.-Russia energy relations
- ↑ EU delayed plan to phase out Russian energy
- ↑ European Commission has proposed maintaining the EU's gas storage filling goals until 2027, aiming for 90% capacity by November 1 each year.

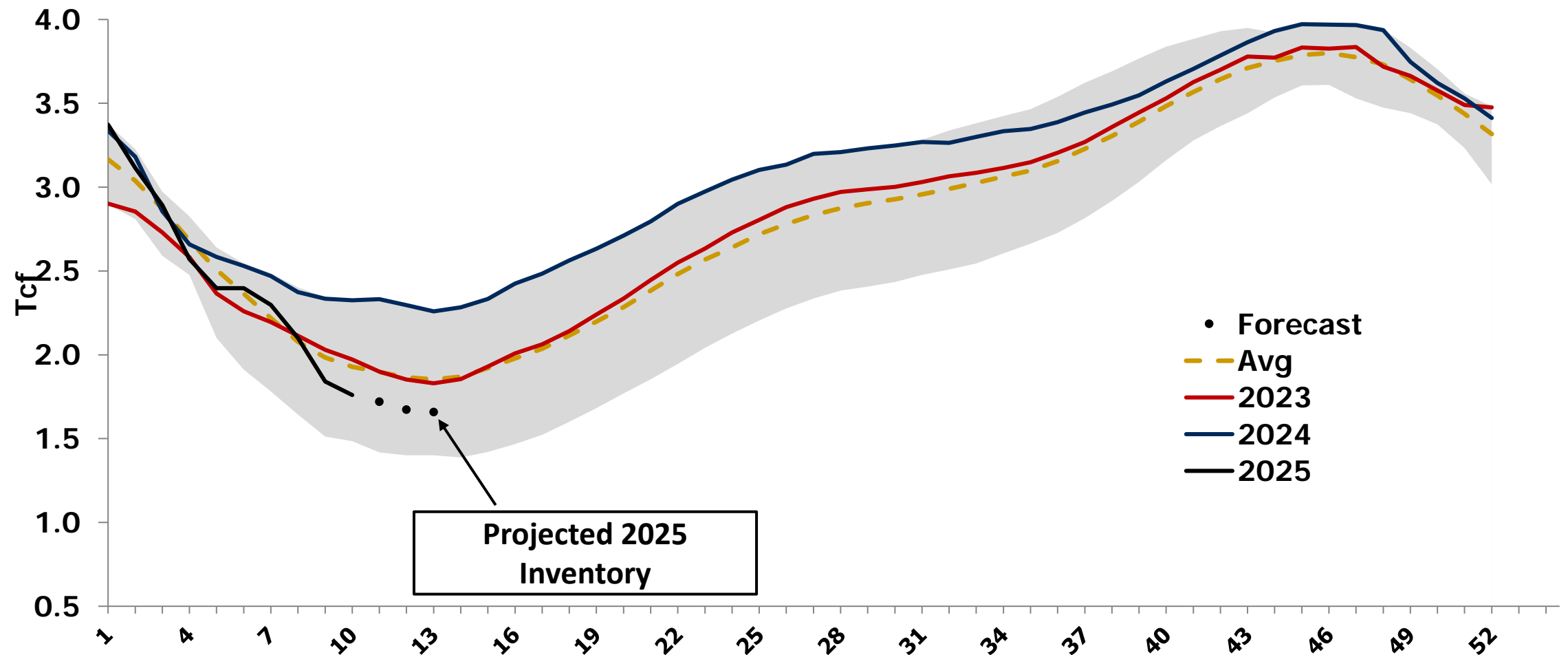
January Weather Recap

January 2025 Ranked as 22nd coldest in last 75 years



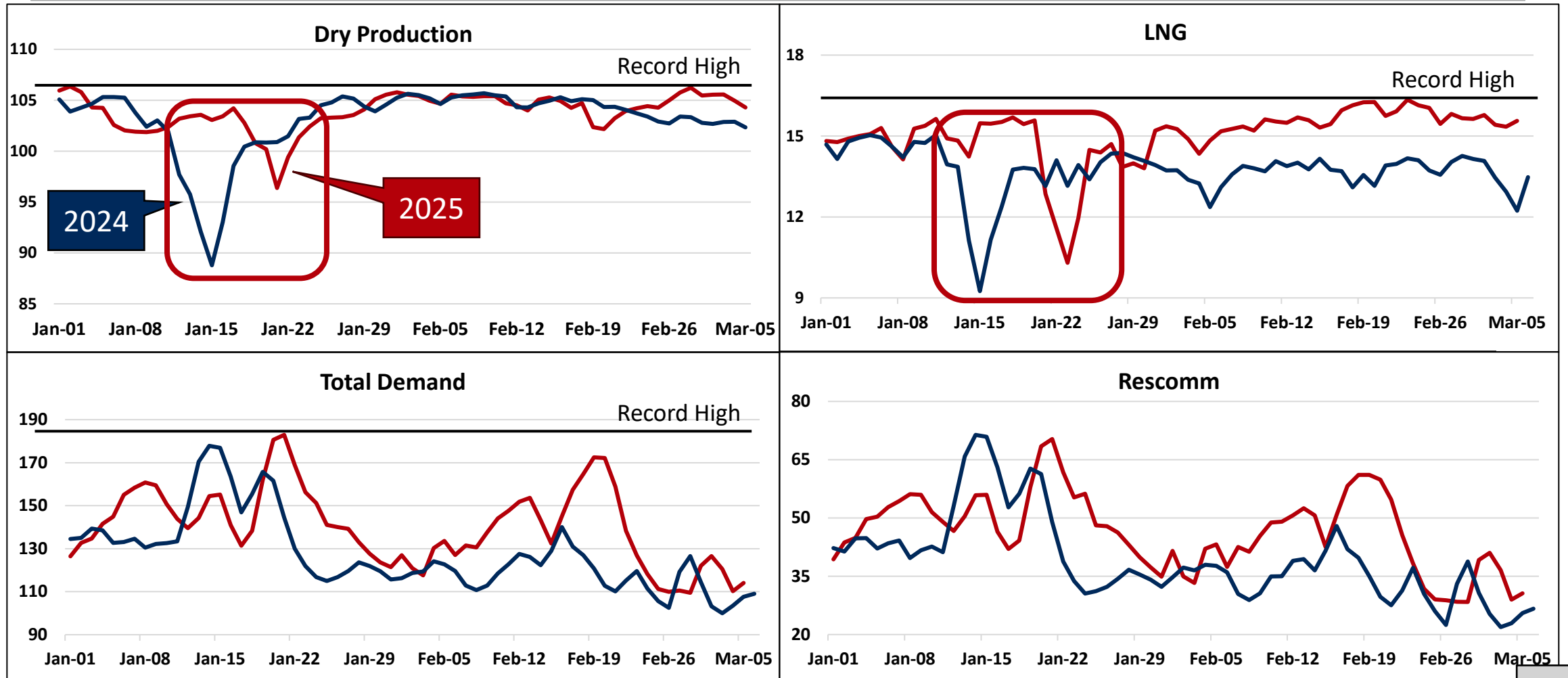
Gas Storage 574 Bcf Below Last Year

Storage Levels Nearing Bottom for Winter 2025



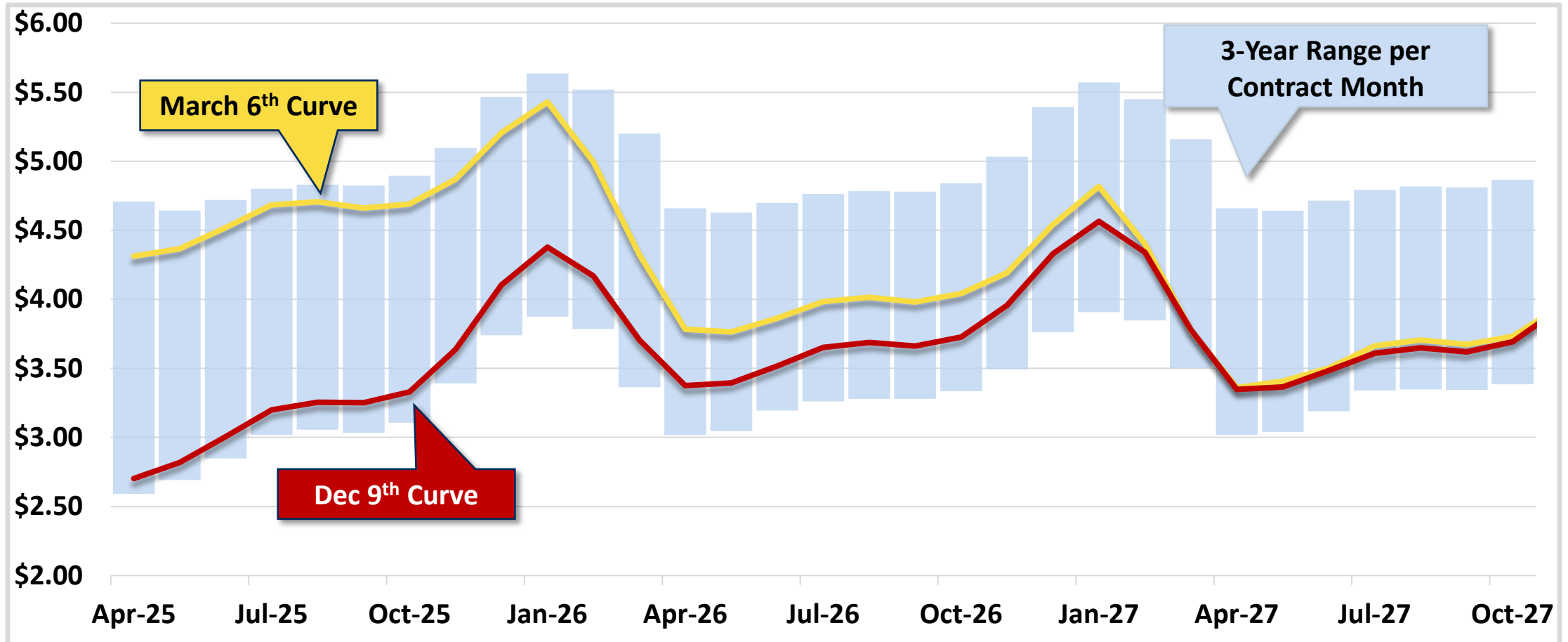
Cold Weather Demand Up 12 BCF More Than Supply

Production Up .8 BCF, Total Demand, LNG & ResCom. Up 13, 1.4 & 6.9 Respectively



Cold and Volatility Push Curve to Multi-Year Highs

Summer 2025 up 19% Since Jan. & 33% Since Oct.

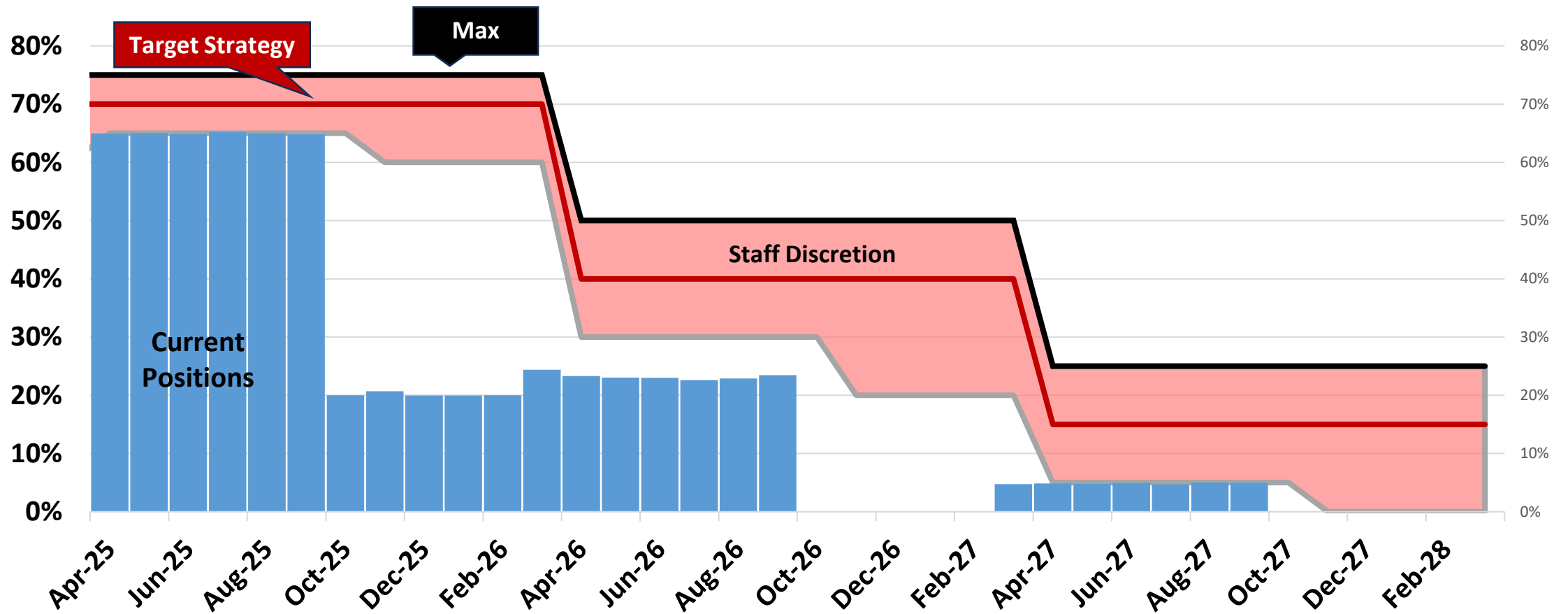




Program Updates

Stability Programs Current Positions

Looking for Winter '25 - '26 and Summer '26



Rate Projections Targets Approved in Dec. 2024

Projected Rate Changes Due to New Budget Model – Nov.2024

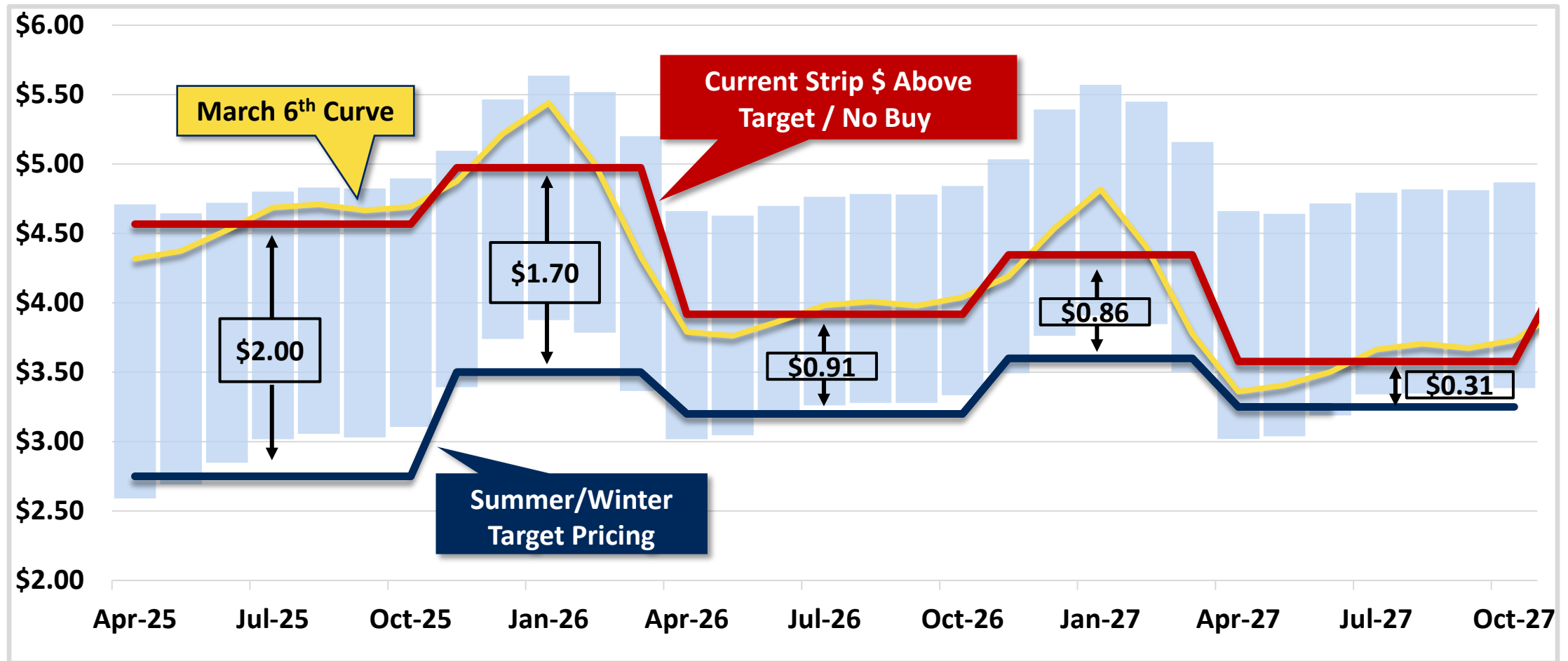
Winter Date Ranges	Target Gas Price (\$/MMBtu)	Target Rate (\$/MWh)
Nov 24 - Mar 25	\$2.65	\$84.69
Nov 25 - Mar 26	\$3.50	\$91.75
Nov 26 - Mar 27	3.60	\$89.22

Summer Date Ranges	Target Gas Price (\$/MMBtu)	Target Rate (\$/MWh)
Apr 25 – Oct 25	\$2.75	\$69.78
April 26 - Oct 26	\$3.20	\$77.12
April 27 - Oct 27	3.25	\$83.93

Fiscal Year	Target Rate (\$/MWh)
2025	\$77.23
2026	\$84.44
2027	\$86.75

Targets Well Below Current Market

New Positions Expected After Winter and Market Uncertainty



New Rate Projections Target for Next Three Winters

New Projected Rates Based on Forward Curve – March 2025

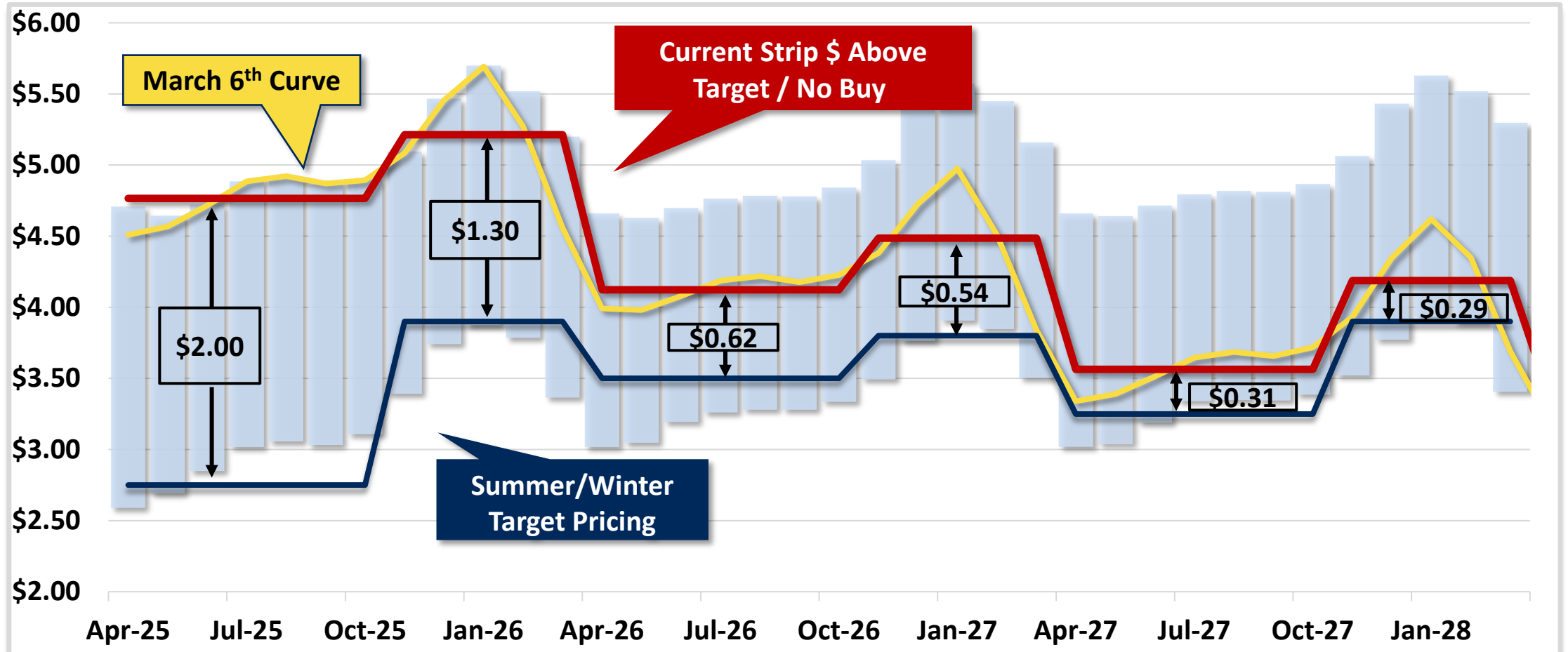
Winter Date Ranges	Target Gas Price (\$/MMBtu)	Target Rate (\$/MWh)
Nov 24 - Mar 25	\$2.65	\$84.69
Nov 25 - Mar 26	\$3.90 (+0.40)	\$89.04 (-\$2.71)
Nov 26 - Mar 27	3.90 (+0.40)	\$89.47 (+.25)
Nov 27 - Mar 28	3.90	\$90.27

Summer Date Ranges	Target Gas Price (\$/MMBtu)	Target Rate (\$/MWh)
Apr 25 – Oct 25	\$2.75	\$69.78
April 26 - Oct 26	\$3.45 (+0.25)	\$76.30 (-\$0.82)
April 27 - Oct 27	3.25	\$78.39 (-\$5.54)
April 28 - Oct 28	3.25	*\$78.90

Fiscal Year	Target Rate (\$/MWh)
2025	\$77.23
2026	\$81.62 (-2.82)
2027	\$83.06 (-\$3.69)
2028	*83.63

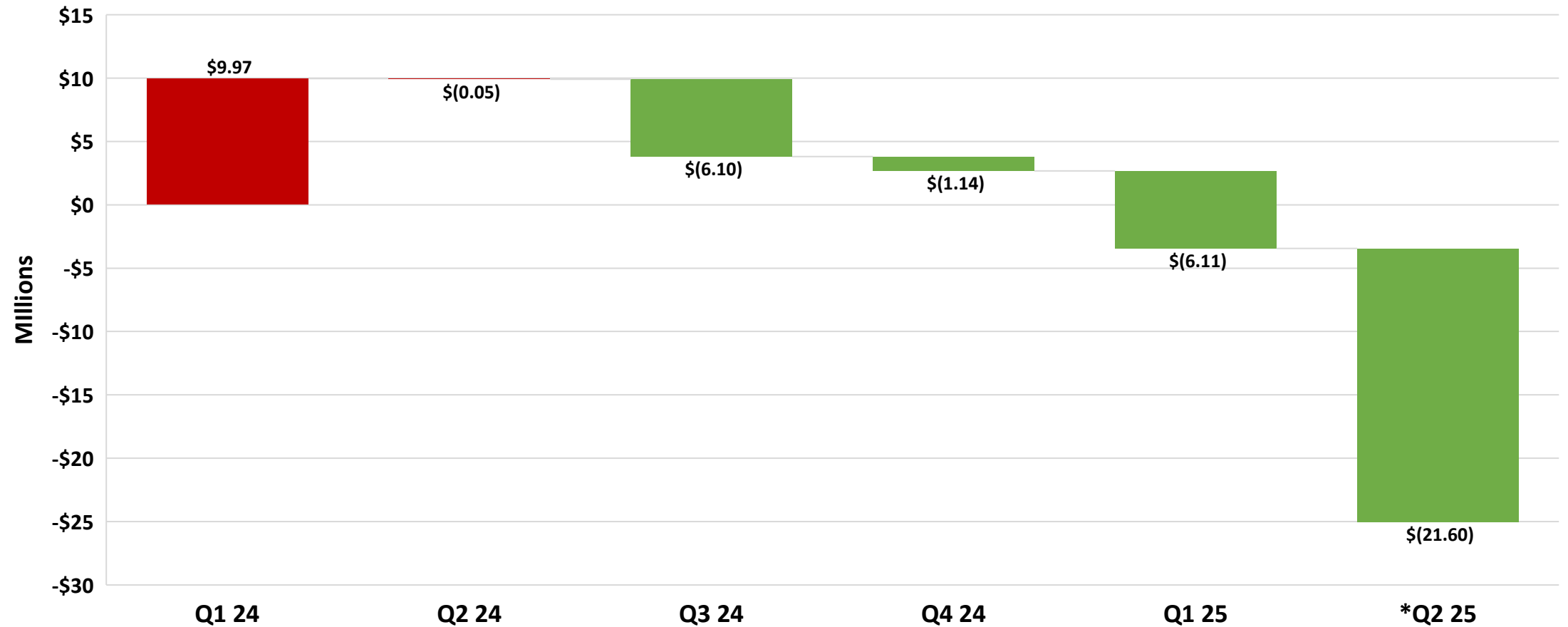
New Targets Give More Options for Positions

New Positions Expected After Winter and Market Uncertainty



Margin Required

Price Increases Has Reduced Margin by \$27.7M this Fiscal Year





STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** April 1, 2025
FROM: Michael Daniels, AICP, Development Services Director
SUBJECT: Second and Final Reading of Ordinance O-03-2025 amending the Future Land Use for parcel 017678-000-00 located in the 600 block of N Pine Ave:
 From: Neighborhood To: Public *Michael Daniels*

PROPERTY DESCRIPTION

APPLICANT: Clay County Board of County Commissioners **OWNER:** John Fagan
PROPERTY LOCATION: N Pine Ave, north of Walburg St
PARCEL NUMBER: 017678-000-00
FILE NUMBER: FLUS-25-001
CURRENT ZONING: Residential Professional Offices
FUTURE LAND USE DESIGNATION: Neighborhood

SURROUNDING LAND USE

NORTH: FLU: Public Z: Institutional Use: Government Parking Lot	SOUTH: FLU: Neighborhood Z: RPO Use: Vacant Residential
EAST: FLU: Mixed-Use Z: GCN Use: Residential Single Family	WEST: FLU: Neighborhood Z: R1A Use: Vacant Residential

BACKGROUND

The applicant, Caleb Risinger, Real Estate Acquisitions Manager for Clay County has requested a future land use amendment for the property located on the eastern edge of N Pine Ave, located adjacent to the Clay County parking lot on Palmetto Ave, for all of parcel 38-06-26-017678-000-00, from Neighborhood to Public. A companion rezoning request from Residential Professional Office to Institutional is also included on this agenda. The current property owner is John Fagan, ownership of the property will transfer to Clay County contingent upon approval of the Future Land Use and companion rezoning application. Pursuant to the County's enclosed statement of change and subsequent meetings with County officials, they are interested in purchasing the property to add a recreational /gathering area as well as expand their existing parking at this location and the undeveloped county property to the west of the subject property fronting Palmetto Avenue.

PROPERTY DESCRIPTION:

The property covers approximately 0.14 acres and is located on N Pine Ave just north of Walburg St. Currently the property is vacant with some tree coverage.

Figure 1. Aerial Map



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

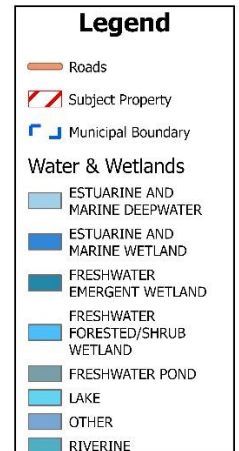
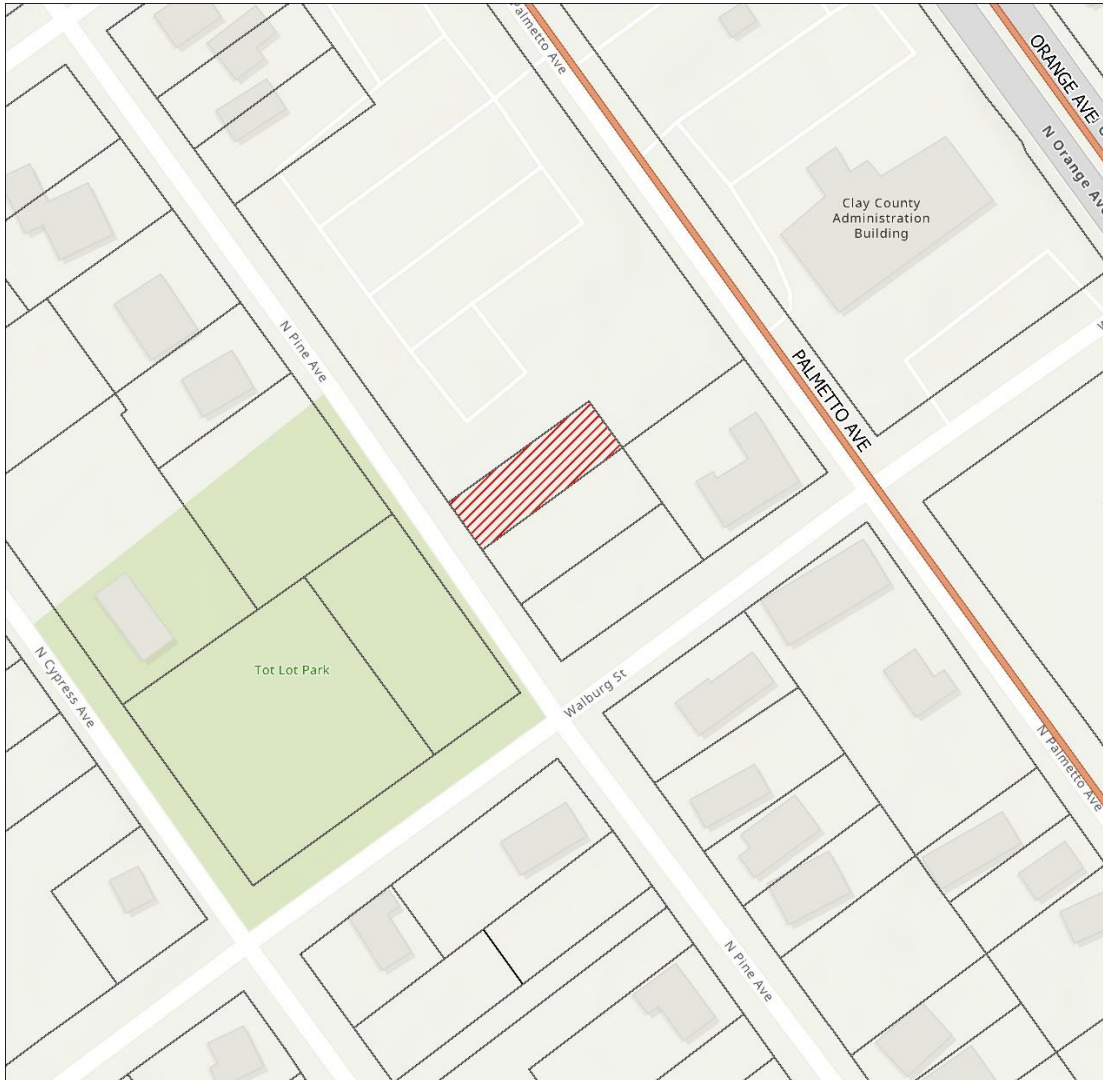
Additionally, the applicant has submitted the following annexation and rezoning requests:

Application #	Description
ZON-25-001	Rezoning Application from RPO to Institutional

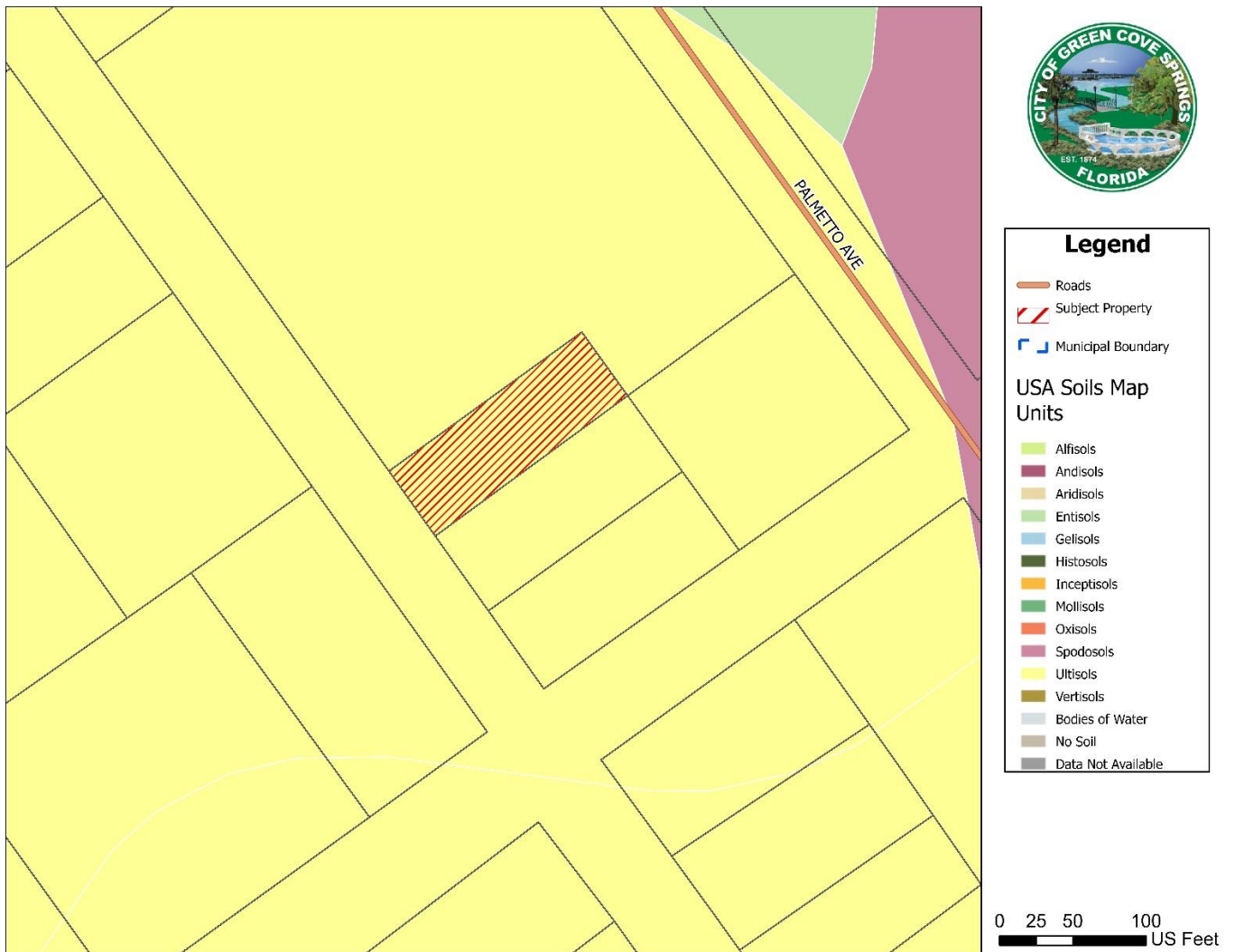
Environmental Conditions Analysis

Maps of Environmental Features

Wetlands



Soils



Flood hazard

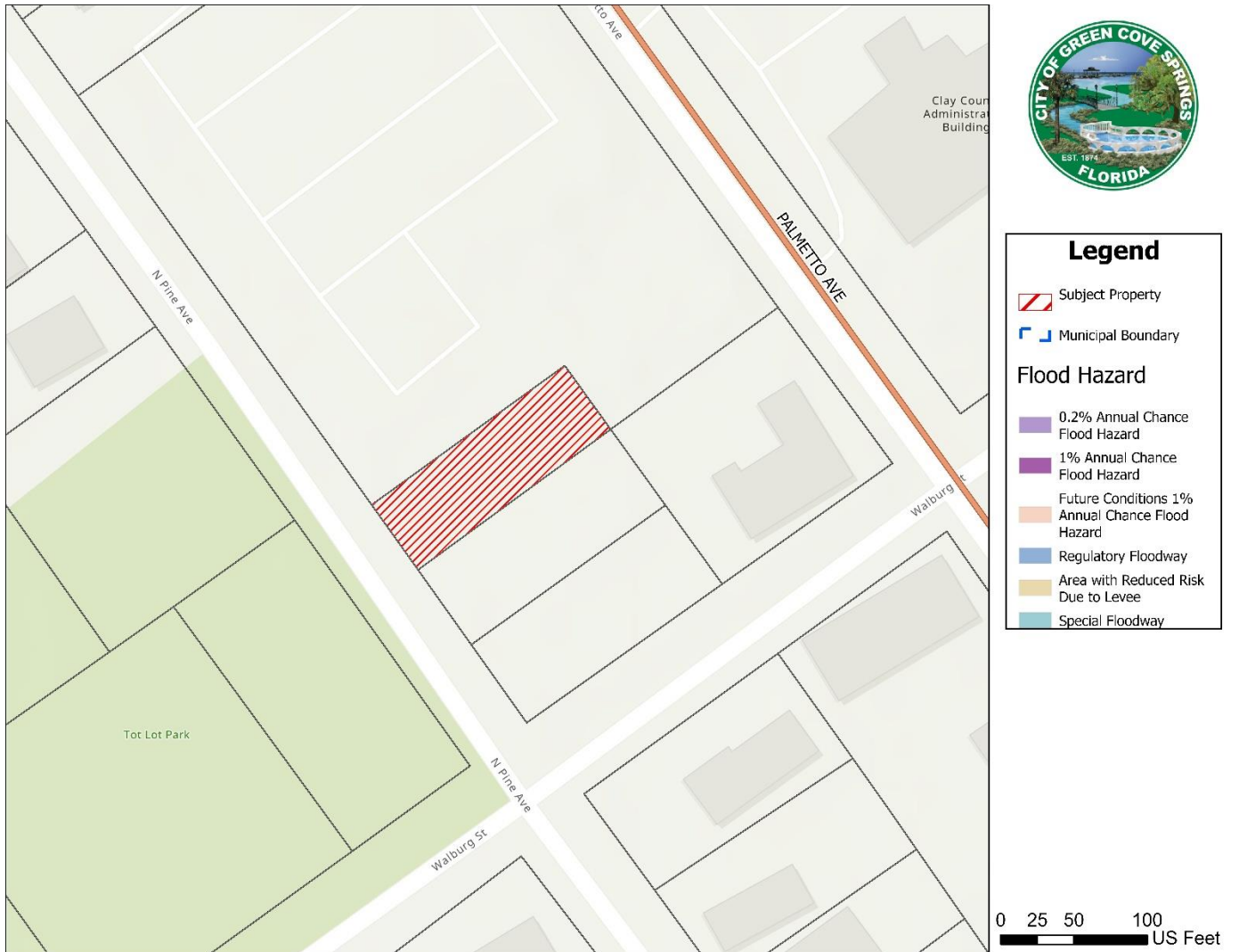


Figure 2. Current FLU



Figure 3. Proposed FLU



Wetlands

There are no wetlands on the property.

Soils

There is currently 1 type of soil located onsite:

- Ultisol

All new development shall be required to meet the stormwater management requirements of the St John's Water Management District as well as the City's stormwater management requirements and provide stormwater capacity and water quality treatment onsite.

Flood Zones

According to the FEMA Flood Map Service, the project site is not located within a flood zone.

Wellfield Protection Zone

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

Historic Structures and Markers

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

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 to Public. Revising the Future Land Use designation to Public, will allow for public uses, including government facilities.

(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 adjacent to the US17 corridor and is surrounded by land presently used for similar uses to the use being proposed. The project site is located within the City's water and sewer and electric urban service 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 Public Designation is consistent with the use of abutting parcels.

(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 does not include wetlands or floodplains however the site is lightly wooded. New development shall comply with the City's landscaping, tree preservation, stormwater and floodplain requirements.

(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 and governmental development and adjacent to undeveloped Residential Professional zoned property. 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: The site will be used to expand on existing public facilities.

(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 will not significantly increase the cost in time, money, and energy of providing and maintaining facilities.

(IX) Fails to provide a clear separation between rural and urban uses.

Evaluation & Findings: The site is located within the City's water and sewer and electric urban service areas 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 not discourage infill development and is located within an existing developed area.

(XI) Fails to encourage a functional mix of uses.

Evaluation & Findings: The project site is located adjacent to existing Public uses and will be utilized in a similar manner.

(XII) Results in poor accessibility among linked or related land uses.

Evaluation & Findings: The project site shall have direct access to Palmetto Ave.

(XIII) Results in the loss of significant amounts of functional open space.

Evaluation & Findings: All proposed development shall comply with the City's landscape ordinance to ensure there shall be open space provided within the development.

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 the City's water and sewer and electric urban services areas which has been planned to accommodate growth which allows for the preservation of the natural resources of outlying areas. In addition, all new development shall comply with the City's landscaping, tree preservation and resource protection ordinances.

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, is proposed to provide an expansion of parking lot area for County offices located to the east of the subject property on US 17.

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: Internal Sidewalk connections shall be provided as part of the site development. .

4. Promotes conservation of water and energy.

Evaluation & Findings: N/A

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: All proposed development shall comply with the City's landscape ordinance to ensure there shall be open space provided within the development.

7. Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

Evaluation & Findings: N/A

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

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

CONSISTENCY WITH THE COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

Goal 1: To develop and maintain land use programs and activities to provide for the most appropriate use of the land and direct growth to suitable areas while protecting the public, health, safety and welfare.

Policy 1.1.1 e: Public (PUB): This FLUC is intended to accommodate a range of public/semi-public uses including government facilities, civic/institutional uses, educational facilities, parks and recreation facilities, and conservation areas. v. Density: NA iv. Maximum Intensity: 0.3 FAR

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

Policy 1.6.5. The City shall encourage the development, redevelopment, and infill of vacant properties within developed portions of the City.

TRANSPORTATION ELEMENT

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

Policy 2.5.3. The City shall review development applications to ensure that adequate capacity is available to serve the proposed project. The latest version of Trip Generation Manual published by the Institute of Transportation Engineers (ITE) shall be used to determine the number of trips that the proposed development will produce or attract.

CONSERVATION ELEMENT

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

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

INTERGOVERNMENTAL COORDINATION ELEMENT

Goal 7: The City of Green Cove Springs shall foster and encourage intergovernmental coordination between the city, clay county and regional, state, and federal entities.

PUBLIC FACILITIES IMPACT

Traffic Impacts

Land Use ¹ (ITE)	Square Footage/Dwelling Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
General Office*	1,875	1.9	21	1.56	3	1.9	2

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

Conclusion: The above calculations were done by assuming the parcel would be used for governmental offices at the maximum square footage allowed by the proposed zonings FAR of 0.3.

Potable Water Impacts Office

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	4,200,000
Less actual Potable Water Flows ¹	1,013,000
Residual Capacity ¹	3,187,000
Projected Potable Water Demand from Proposed Project ²	206
Residual Capacity after Proposed Project	3,186,794

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

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

Conclusion: The impact was calculated based on the assumption that an office building would be constructed at the maximum square footage allowed by the proposed zonings FAR of 0.3.

Sanitary Sewer Impacts – South Plant WWTP Office

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	350,000
Current Loading ¹	270,000
Committed Loading ¹	330,000
Projected Sewer Demand from Proposed Project ²	206
Residual Capacity after Proposed Project	329,794

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

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

Conclusion: The impact was calculated based on the assumption that an office building would be constructed at the maximum square footage allowed by the proposed zonings FAR of 0.3.

Solid Waste Impacts Office

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

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

Solid Waste Impacts

The City of Green Cove Springs' solid waste is disposed of at the Rosemary Hill Solid Waste Management Facility operated by Clay County. Per the Clay County Comprehensive Plan, a minimum of three (3) years capacity shall be maintained at the County's solid waste management facility. For commercial developments, the City does not provide Curbside Service; commercial locations must instead contract with an approved franchisee for containerized collection.

Conclusion: The proposed future land use amendment and rezoning are not expected to negatively impact the City's adopted LOS or exceed the County solid waste management facility's capacity

Compatibility

The Subject Property is located adjacent to an existing parking lot utilized by Clay County. Clay County intends to expand the parking lot onto the subject parcel. The requested future land use amendment will match the future land use of the existing parking lot to allow for parking lot expansion for the Clay County Government offices.

Intent of Existing Future Land Use Designation

Neighborhood

Neighborhood (NBD): This FLUC is intended to accommodate primarily low-to-medium density residential uses. Support/secondary uses include professional offices, and public/semi-public facilities.

- i. Density Range: Up to 12 dwelling units (du) per (/) acre (ac)
- ii. Maximum Intensity: 0.2 Floor Area Ratio (FAR)

Intent of Proposed Future Land Use Designation Public (PUB): This FLUC is intended to accommodate a range of public/semi-public uses including government facilities, civic/institutional uses, educational facilities, parks and recreation facilities, and conservation areas.

v. Density: NA

vi. Maximum Intensity: 0.3 FA

STAFF RECOMMENDATION

Staff is recommending approval of the proposed future land use request.

RECOMMENDED MOTIONS:

Future Land Use Amendment

Motion to approve the second and final reading of Ordinance O-03-2025, to amend the future land use of Parcel ID 017678-000-00 from Neighborhood to Public.



RECEIVED
JAN 02 2025

FOR OFFICE USE ONLY

Item #4.

Received Date _____

Application #: _____

Acceptance Date: _____

Review Date: SRDT _____ P & Z _____ CC _____

Small Scale Future Land Use Map Amendment Application

A. PROJECT

1. Project Name: Parking Expansion Pine Ave
2. Address of Subject Property: N Pine Ave
3. Parcel ID Number(s): 38-06-26-017678-000-00
4. Existing Use of Property: Vacant Wooded Lot
5. Future Land Use Map Designation: Neighborhood
6. Existing Zoning Designation: Residential Professional Office (RPO)
7. Proposed Future Land Use Map Designation: Public
8. Acreage (must be 50 acres or less): .143

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s) or Contact Person(s): Caleb Risinger Title: Acquisitions Manager
Company (if applicable): Clay County Board of County Commissioners
Mailing address: PO Box 1366
City: Green Cove Springs State: Florida ZIP: 32043
Telephone: (904) 827-3103 e-mail: caleb.risinger@claycountygov.com
3. If the applicant is agent for the property owner*
Name of Owner (title holder): _____
Mailing address: _____
City: _____ State: _____ ZIP: _____
Telephone: () _____ e-mail: _____

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

C. ADDITIONAL INFORMATION

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

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

D. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed 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. Legal description with tax parcel number.
5. Boundary survey
6. Warranty Deed or the other proof of ownership
7. Fee.
 - a. \$750, plus
 - 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 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:

Caleb Risinger
Signature of Applicant

Caleb Risinger (Real Estate Acquisitions Manager)

Typed or printed name and title of applicant

December 30, 2024
Date

State of Florida

County of Clay

Signature of Co-applicant

Typed or printed name of co-applicant

Date

The foregoing application is acknowledged before me this 30th day of December, 2024 by

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

NOTARY SEAL



Jessica Loos
Signature of Notary Public, State of _____

Re-landuse and Rezoning Statement of Proposed Changes

December 30, 2024

Clay County Board of County Commissioners
477 Houston St.
Green Cove Springs, FL 32043

RE: Proposed Re-landuse and Rezoning
Parcel 38-06-26-017678-000-00

Location:	Parcel 38-06-26-017678-000-00
Existing Future Land Use:	Neighborhood
Proposed Future Land Use:	Public
Existing Zoning:	Residential Professional Office (RPO)
Proposed Zoning:	Institutional (INS)
Acreage to be Changed:	.143

Planning and Zoning Board and City Council,

The Clay County Board of County Commissioners is requesting a landuse and zoning change to parcel 38-06-26-017678-000-00 located along N. Pine Ave and adjacent to an existing parking area that supports the County Administration building at 477 Houston St, Green Cove Springs, FL (**please see attached maps**). The property in question, is currently vacant and wooded but if acquired by the County (contingent upon proposed landuse and zoning change) would be utilized as a potential future addition to, or extension of, the current adjacent parking area.




If you have any questions or concerns, please don't hesitate to contact me at the email and phone number indicated below.



Caleb Risinger
Real Estate Acquisitions Manager
(904)529-3857 or (904)827-3103
Caleb.Risinger@claycountygov.com



Legend

-  Roads
-  Target Parcel
-  Parcels



Legend

- Target Parcel
- Roads

Future Land Use

- Downtown
- Industrial
- Mixed-Use
- Mixed-Use RP
- Neighborhood
- Public





Item #4.

Legend

- Target Parcel
- Roads

Future Land Use

- Downtown
- Industrial
- Mixed-Use
- Mixed-Use RP
- Neighborhood
- Public



ORDINANCE NO. O-03-2025

AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA AMENDING THE FUTURE LAND USE MAP FOR ±.143 ACRES OF REAL PROPERTY GENERALLY LOCATED IN THE 600 BLOCK OF PINE AVENUE, IDENTIFIED AS TAX ID NUMBER 017678-000-00, MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM NEIGHBORHOOD TO PUBLIC; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

RECITALS

WHEREAS, an application for a large-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 February 25, 2025 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 hearings on March 18, 2025 and April 1, 2025 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 Neighborhood to Public for Tax Parcel Number 38-06-26-017678-000-00 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 ordinances 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 18th DAY OF MARCH 2025.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE
CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 1st DAY OF APRIL 2025.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney

EXHIBIT “A”

The South Half (1/2) of Lot Four (4) in Block Twenty-Two (22), of the North Suburbs of Green Cove Springs, according to the plat thereof as recorded in Plat Book 2, Page 1, of the public records of Clay County, Florida.

EXHIBIT “B”



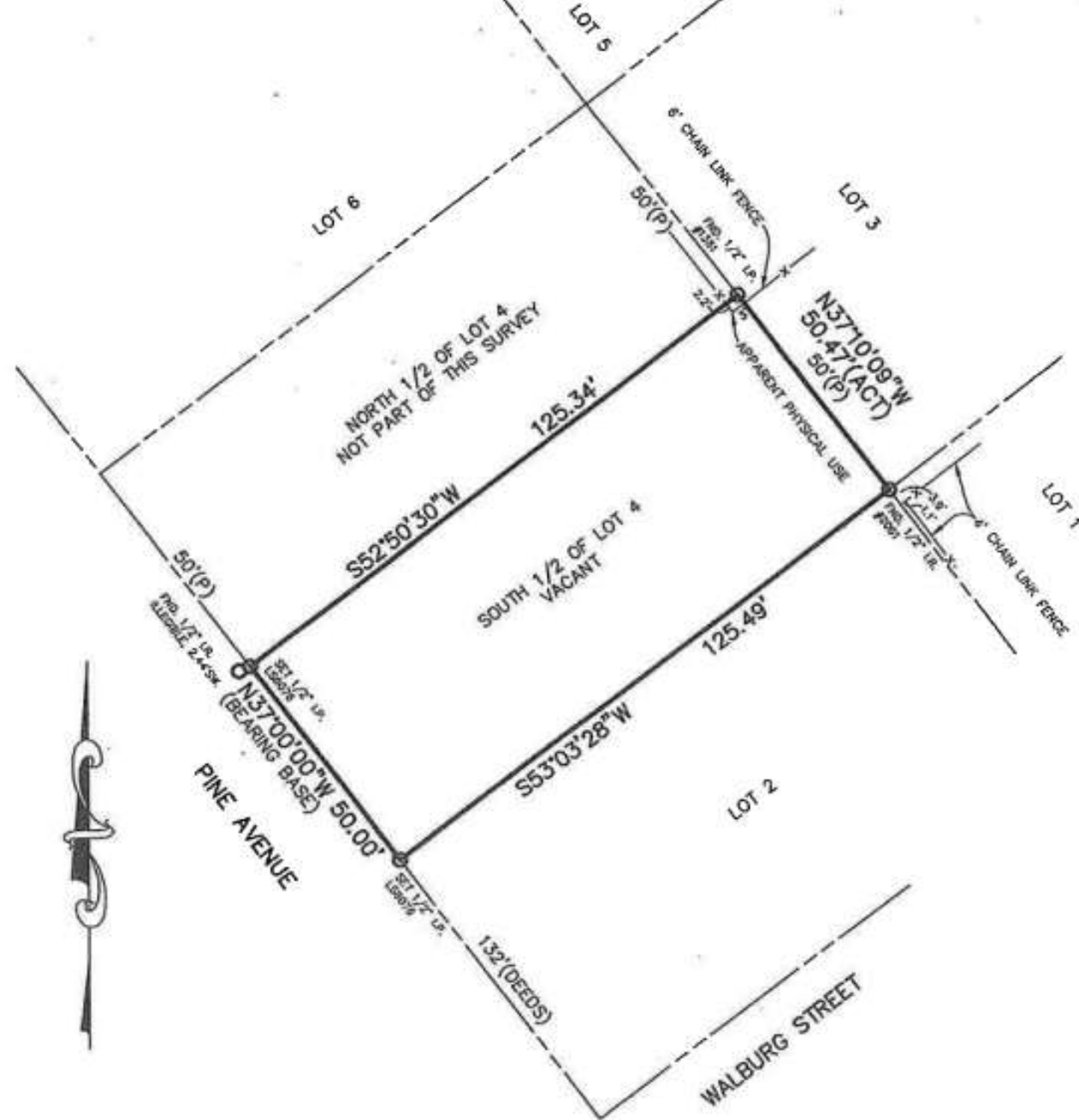
**Small-Scale Future Land use map
amendment and rezoning for parcel
017678-000-00 consisting of 0.14 acres
for property located in the 600 block of
N Pine Ave**

Property and Applicant Information

SUBJECT:	Request for a small-scale future land use amendment and rezoning of parcel 017678-000-00 consisting of 0.14 acres for property located on N Pine Ave
APPLICANT/AGENT:	Clay County Board of County Commissioners
PROPERTY OWNER:	John Fagan
LOCATION:	N Pine Ave
ACREAGE:	±0.14 acres (Per boundary survey and legal description)

Boundary Survey

Item #4.



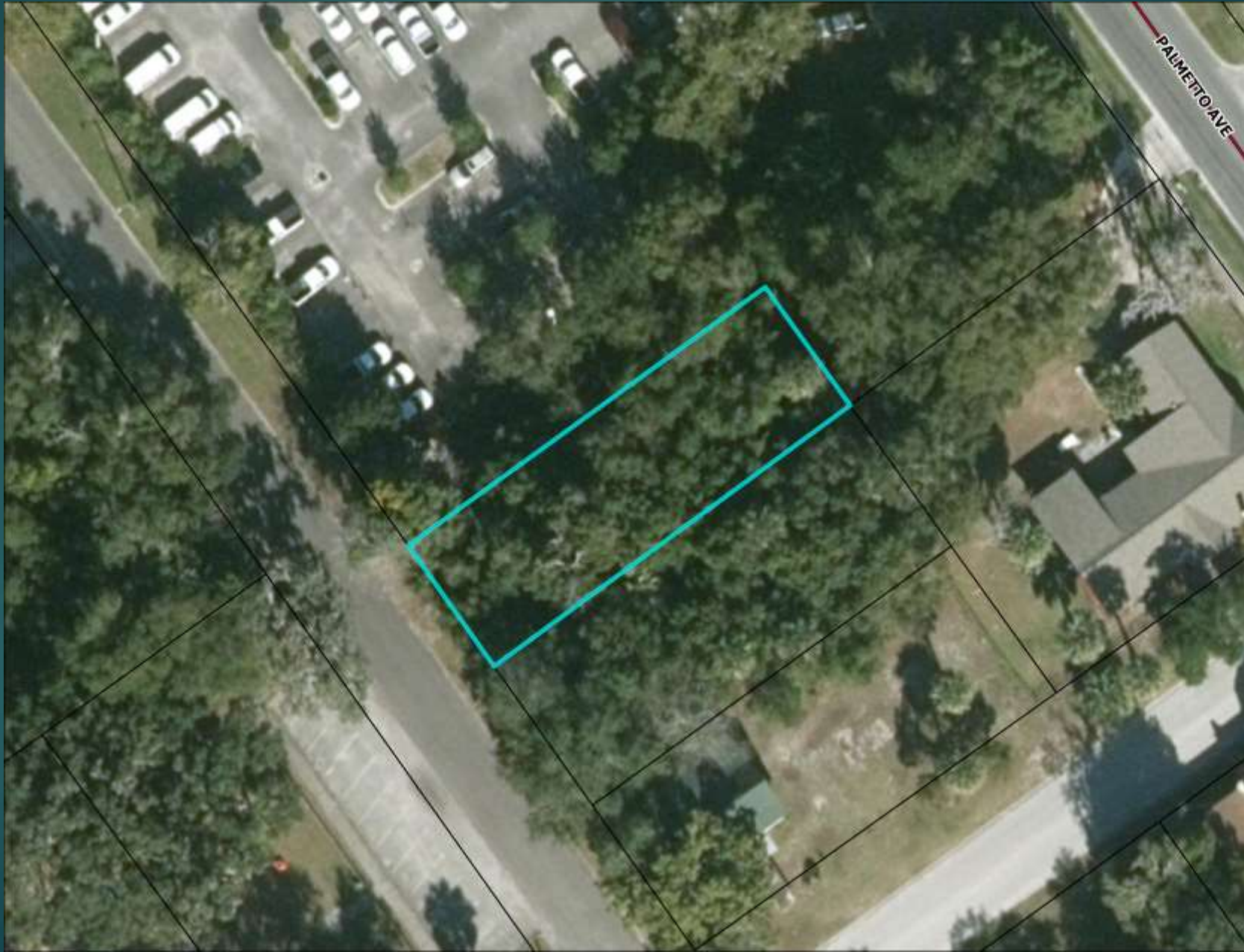
Property Location

Item #4.



Legend

- Roads
- Target Parcel
- Parcels



Page 48

0 15 30 60
US Feet



Legend

- Target Parcel
- Roads

Future Land Use

- Downtown
- Industrial
- Mixed-Use
- Mixed-Use RP
- Neighborhood
- Public

Proposed Future Land Use

Item #4.



Legend

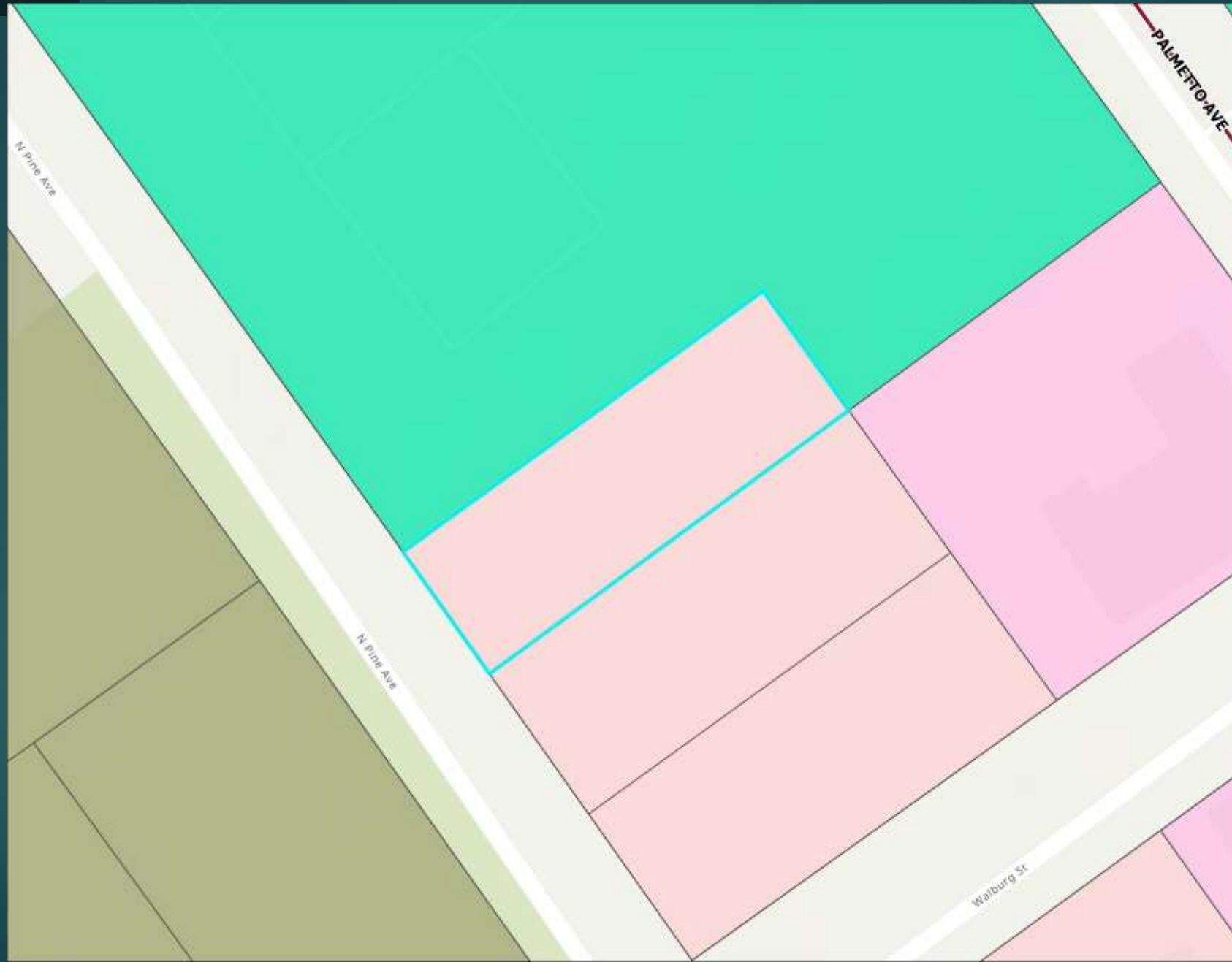
- Target Parcel
- Roads

Future Land Use

- Downtown
- Industrial
- Mixed-Use
- Mixed-Use RP
- Neighborhood
- Public

Zoning

Item #4.



Legend

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

Page 51

0 15 30 60
US Feet

Proposed Zoning

Item #4.



Legend

- Target Parcel
- ZONING
- R1
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- GON
- GCR
- M-2
- M-1
- MUH
- INS
- RC

Page 52

0 15 30 60 US Feet

Compatibility

- ▶ Located adjacent to a parcel with the same FLU and Zoning.
- ▶ Property to the south is undeveloped.
- ▶ Augusta Savage Park is located across Pine Ave.
- ▶ The property will be used as an extension to the existing parking lot for Clay County.

Compatibility

- ▶ Screening and landscape buffering will be required along portions of amendment parcel abutting neighboring parcels and along Pine Ave.
- ▶ Access to the subject property shall be provided through the interior of the existing parking lot. Not along Pine Ave.

Transportation Impacts

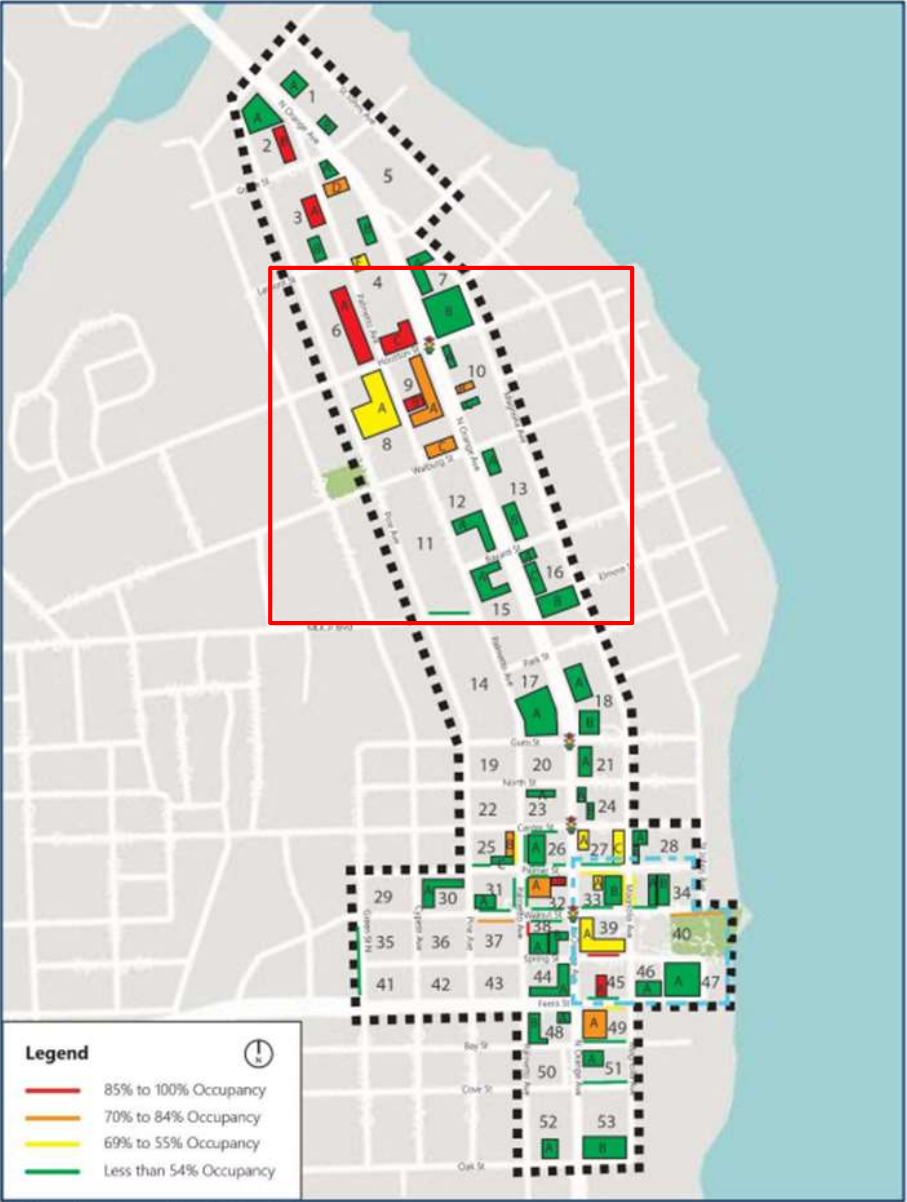
Item #4.

Land Use ¹	Square Footage/ Dwelling Units	Daily		PM Peak	
(ITE)		Rate	Trips	Rate	Trips
General Office	1,875	1.9	21	1.9	2

Parking Impacts



Figure 5: Weekday Peak Hour Occupancy Heat Map by Location (1PM-3PM)



Source: THA Consulting, Inc. and Google Maps, 2022

Staff Recommendation

- ▶ Recommend approval of second and final reading of ordinance O-03-2025, to amend the Future Land Use from Neighborhood to Public for approximately 0.14 acres of parcel 017678-000-00.
- ▶ Recommend approval of second final reading of ordinance O-04-2025, to amend the Zoning from Residential Professional Office to Institutional for approximately 0.14 acres of parcel 017678-000-00.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** April 1, 2025
FROM: Michael Daniels, AICP, Development Services Director
SUBJECT: Second and Final Reading of Ordinance O-04-2025 amending the zoning for parcel 017678-000-00 located in the 600 block of N Pine Ave:
 From: Residential Professional Office (RPO) To: Institutional (INS) *Michael Daniels*

PROPERTY DESCRIPTION

APPLICANT: Clay County Board of County Commissioners **OWNER:** John Fagan
PROPERTY LOCATION: N Pine Ave, north of Walburg St
PARCEL NUMBER: 017678-000-00
FILE NUMBER: ZON-25-001
CURRENT ZONING: Residential Professional Office
FUTURE LAND USE DESIGNATION: Neighborhood

SURROUNDING LAND USE

NORTH: FLU: Public Z: Institutional Use: Government Parking Lot	SOUTH: FLU: Neighborhood Z: RPO Use: Vacant Residential
EAST: FLU: Mixed-Use Z: GCN Use: Residential Single Family	WEST: FLU: Neighborhood Z: R1A Use: Vacant Residential

BACKGROUND

The applicant, Caleb Risinger, Real Estate Acquisitions Manager for Clay County has requested a rezoning amendment for the property located on the eastern edge of N Pine Ave, located adjacent to the Clay County parking lot on Palmetto Ave, for all of parcel 38-06-26-017678-000-00, from RPO to Institutional. A companion future land use request from Neighborhood to Public has also been submitted on this agenda. The current property owner is John Fagan, ownership of the property will transfer to Clay County contingent upon approval of the Future Land Use and companion rezoning application. Pursuant to the County's enclosed statement of change and subsequent meetings with County officials, they are interested in purchasing the property to add a recreational /gathering area as well as expand their existing parking at this location and the undeveloped county property to the west of the subject property fronting Palmetto Avenue.

PROPERTY DESCRIPTION:

The property covers approximately 0.14 acres and is located on N Pine Ave just north of Walburg St. Currently the property is vacant with some tree coverage.

Figure 1. Aerial Map

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

Additionally, the applicant has submitted the following annexation and future land use map amendments:

Application #	Description
FLUS-25-001	Future Land Use Application request from Neighborhood to Public

Figure 2. Current Zoning

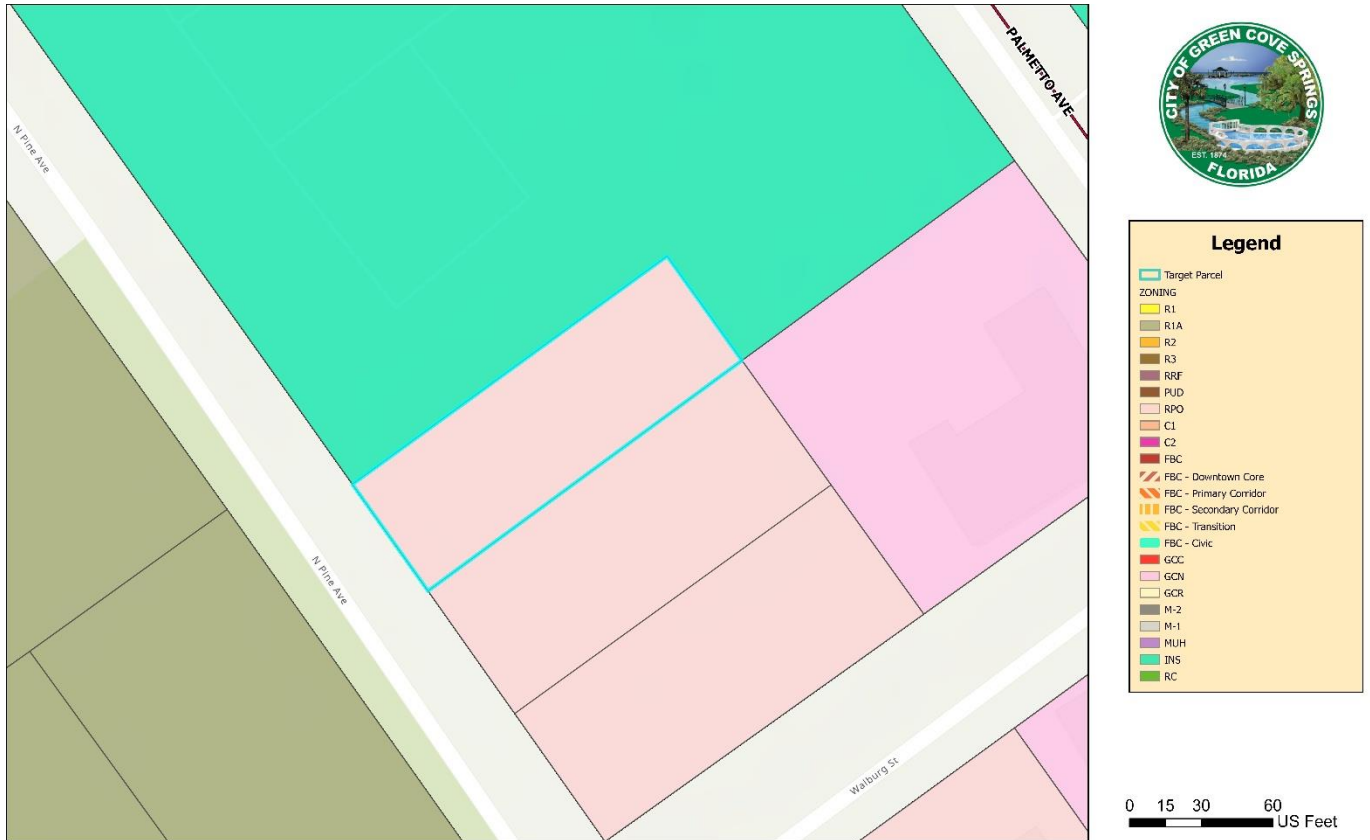
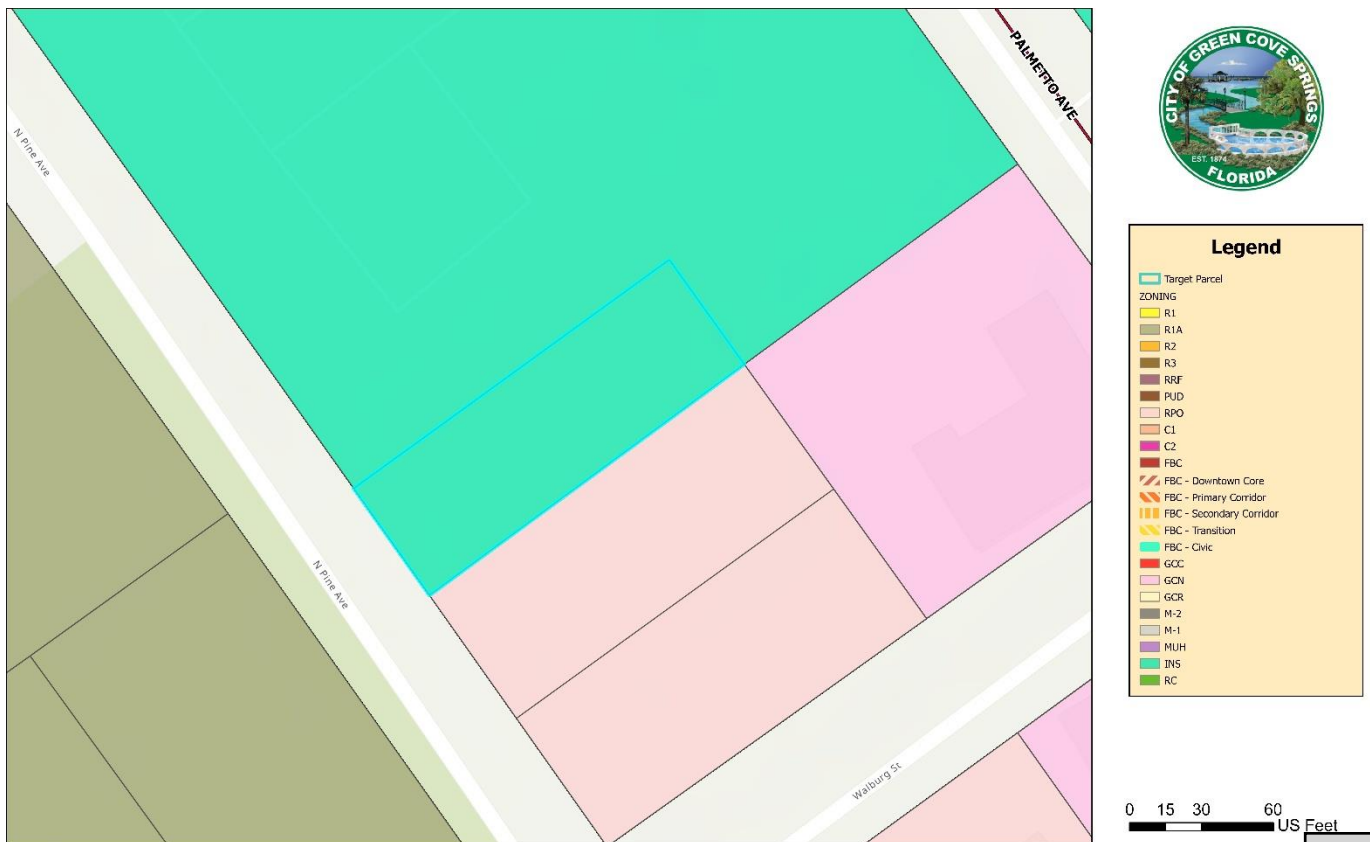


Figure 3. Proposed FLU



Compatibility

The Subject Property is located adjacent to an existing parking lot utilized by Clay County. Clay County intends to expand the parking lot onto the subject parcel. The requested zoning amendment will match the zoning of the existing parking lot to allow for parking lot expansion for the Clay County Government offices.

Intent of Existing Zoning District

Residential Professional Offices

The residential professional offices land use (RPO), residential professional offices (RPO) zoning category district is intended to provide for professional offices of low intensity and design criteria which permits their location in close proximity to single-family districts. This district can serve as a transition district between low or medium density residential development and more intensive commercial development.

Intent of Proposed Zoning District

The institutional land use category consists of civic, cultural, governmental, religious, public utilities, and other public necessity uses.

STAFF RECOMMENDATION

Staff is recommending approval of the proposed zoning request.

RECOMMENDED MOTIONS:

Rezoning

Motion to approve second and final reading of Ordinance O-04-2025, to amend the zoning of Parcel ID 017678-000-00 from RPO to Institutional.

**FOR OFFICE USE ONLY**

Item #5.

P Z File # _____

Application Fee: _____

Filing Date: _____ Acceptance Date: _____

Review Date: SRDT _____ P & Z _____ CC _____

Rezoning Application

A. PROJECT

1. Project Name: Parking Expansion Pine Ave
2. Address of Subject Property: N Pine Ave
3. Parcel ID Number(s): 38-06-26-017678-000-00
4. Existing Use of Property: Vacant Wooded Lot
5. Future Land Use Map Designation: Neighborhood
6. Existing Zoning Designation: Residential Professional Office (RPO)
7. Proposed Zoning Designation: Institutional (INS)
8. Acreage: .143

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s) or Contact Person(s): Caleb Risinger Title: Acquisitions Manager
Company (if applicable): Clay County Board of County Commissioners
Mailing address: PO Box 1366
City: Green Cove Springs State: Florida ZIP: 32043
Telephone: (904) 827-3103 FAX: () e-mail: caleb.risinger@claycountygov.com
3. If the applicant is agent for the property owner*
Name of Owner (titleholder): _____
Mailing address: _____
City: _____ State: _____ ZIP: _____
Telephone: () FAX: () e-mail: _____

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

C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property?

☒ Yes ☐ No If yes, list names of all parties involved:

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

☒ Contingent

☐ Absolute

D. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed zoning change and zoning designations on surrounding properties
2. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
3. Plat of the property (Maybe obtained from the Clay County Property Appraiser.)
4. Legal description with tax parcel number.
5. Boundary survey
6. Warranty Deed or the other proof of ownership
7. Fee.
 - a. \$750 plus \$20 per acre over 5
 - b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

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

All 7 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

Caleb Risinger
Signature of Applicant

Caleb Risinger (Real Estate Acquisitions Manager)

Typed or printed name and title of applicant

December 30, 2024
Date

State of Florida

Signature of Co-applicant

Typed or printed name of co-applicant

Date

County of Clay

The foregoing application is acknowledged before me this 30th day of December, 2024, by Caleb

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

NOTARY SEAL



Signature of Notary Public, State of

Jessica Loos

Re-landuse and Rezoning Statement of Proposed Changes

December 30, 2024

Clay County Board of County Commissioners
477 Houston St.
Green Cove Springs, FL 32043

RE: Proposed Re-landuse and Rezoning
Parcel 38-06-26-017678-000-00

Location:	Parcel 38-06-26-017678-000-00
Existing Future Land Use:	Neighborhood
Proposed Future Land Use:	Public
Existing Zoning:	Residential Professional Office (RPO)
Proposed Zoning:	Institutional (INS)
Acreage to be Changed:	.143

Planning and Zoning Board and City Council,

The Clay County Board of County Commissioners is requesting a landuse and zoning change to parcel 38-06-26-017678-000-00 located along N. Pine Ave and adjacent to an existing parking area that supports the County Administration building at 477 Houston St, Green Cove Springs, FL **(please see attached maps)**. The property in question, is currently vacant and wooded but if acquired by the County (contingent upon proposed landuse and zoning change) would be utilized as a potential future addition to, or extension of, the current adjacent parking area.




If you have any questions or concerns, please don't hesitate to contact me at the email and phone number indicated below.

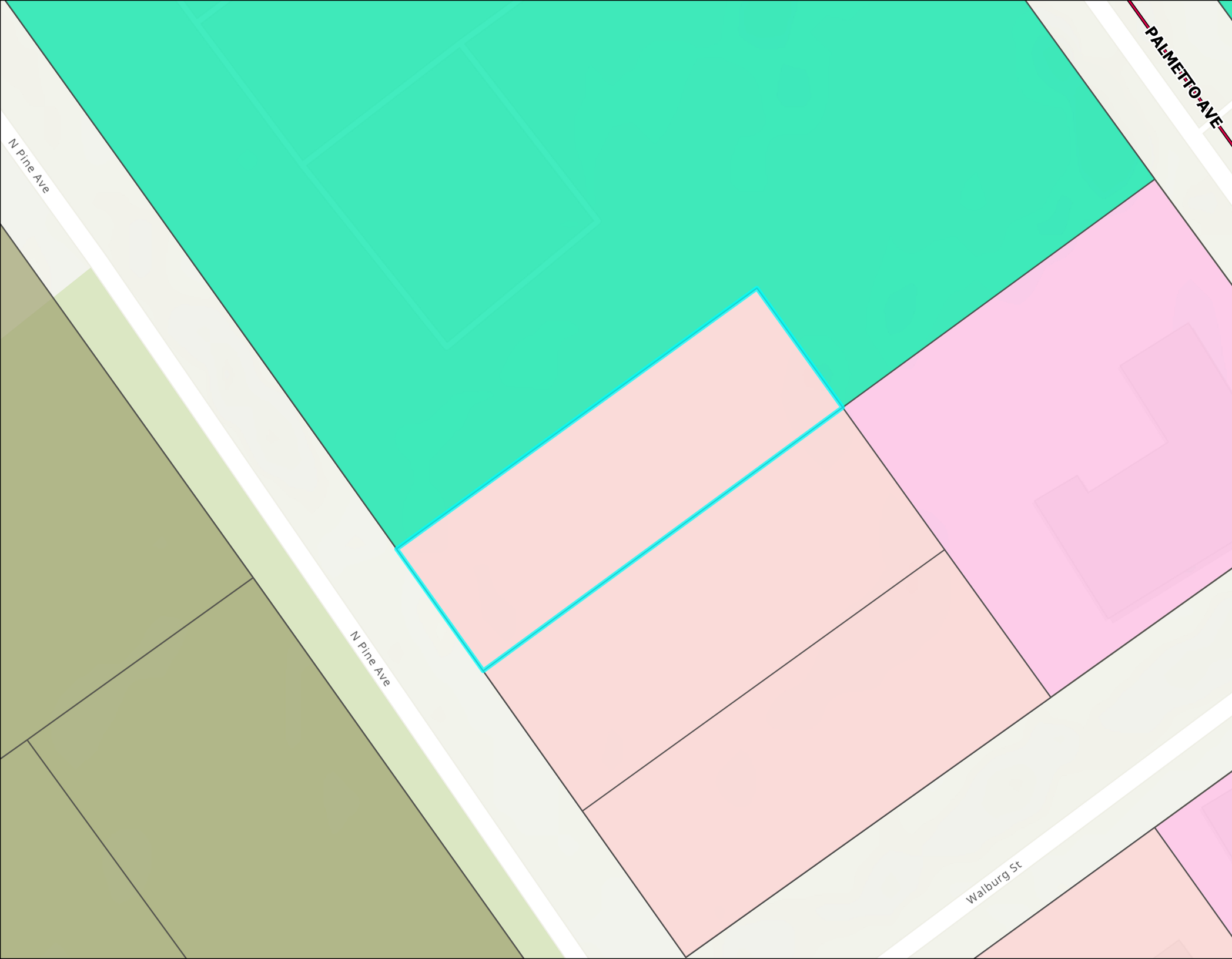


Caleb Risinger
Real Estate Acquisitions Manager
(904)529-3857 or (904)827-3103
Caleb.Risinger@claycountygov.com



Legend

-  Roads
-  Target Parcel
-  Parcels



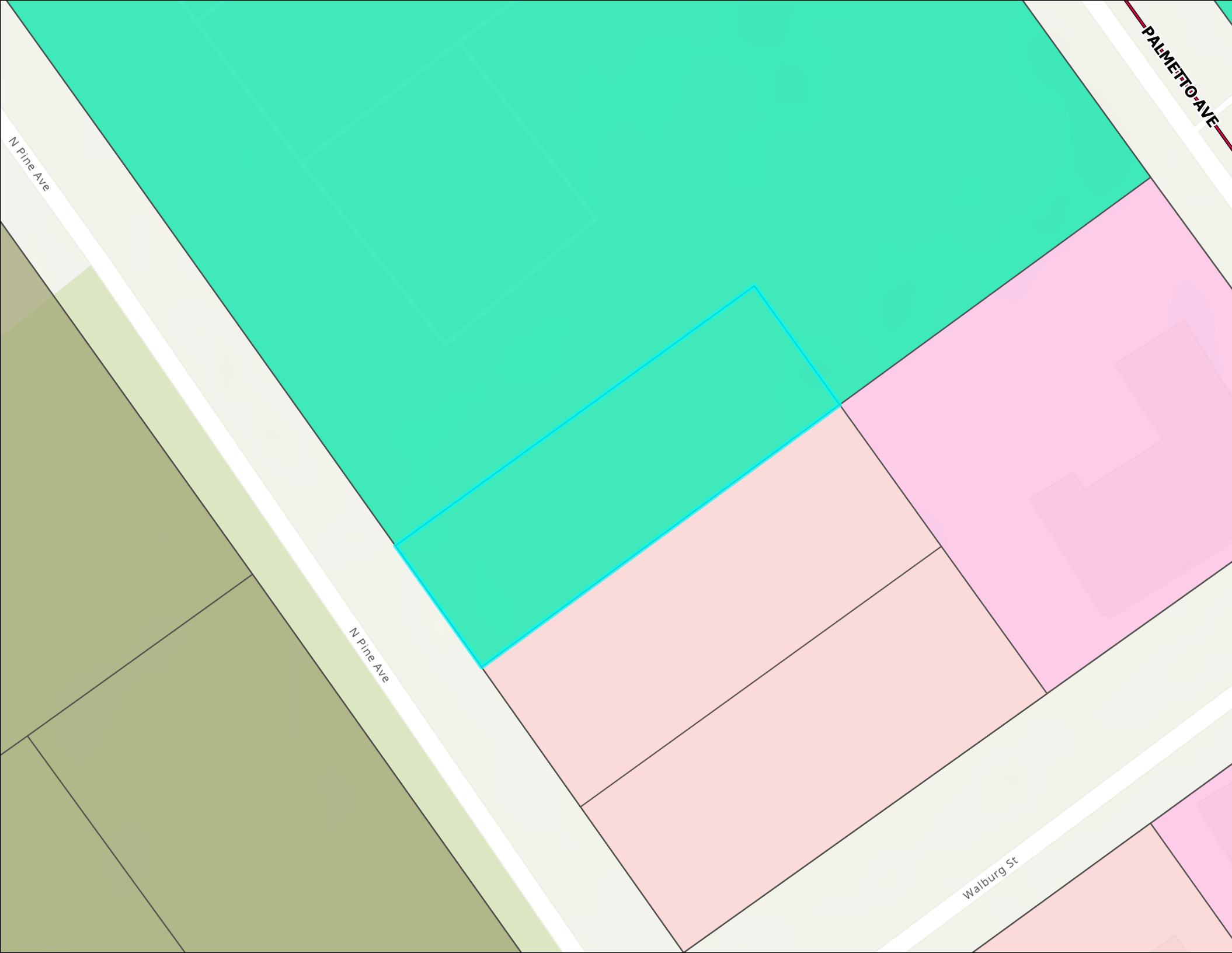
Legend

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- Target Parcel
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 - INS
 - RC



ORDINANCE NO. O-04-2025

AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA REZONING ±.143 ACRES OF REAL PROPERTY GENERALLY LOCATED IN THE 600 BLOCK OF PINE AVENUE, IDENTIFIED AS TAX ID NUMBER 017678-000-00, MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM RPO, RESIDENTIAL PROFESSIONAL OFFICE TO INS, INSTITUTIONAL; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the City has received a request to rezone the subject parcel from Residential Professional Office (RPO) to Institutional (INS); 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 February 25, 2025 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA) and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and,

WHEREAS, the City Council considered the recommendations of the LPA at duly advertised public hearing on March 18, 2025 and April 1, 2025 and provided for and received public participation; and,

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

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

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

Section 1. Zoning Map Amended. The Zoning Map is hereby amended for the following property from Residential Professional Office (RPO) to Institutional (INS) for Tax Parcel Number 38-06-26-017678-000-00 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:

1. Approval by City Council, and
2. The effective date of Ordinance No. 03-2025 (Ref: Future Land Use Project FLUS25-0001).

**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 18th DAY OF MARCH 2025.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE
CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 1st DAY OF APRIL 2025.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney

EXHIBIT “A”

The South Half (1/2) of Lot Four (4) in Block Twenty-Two (22), of the North Suburbs of Green Cove Springs, according to the plat thereof as recorded in Plat Book 2, Page 1, of the public records of Clay County, Florida.

EXHIBIT “B”





STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** April 1, 2025

FROM: Michael Daniels, AICP, Development Services Director

SUBJECT: Ordinance No. O-5-2025 regarding Affordable Housing Related Land Development Code Changes *Michael Daniels*

BACKGROUND

Pursuant to the Mayor's direction at the December City Council meeting, staff has put together a list of potential code changes regarding incentivizing affordable housing. These proposed changes are consistent with Comprehensive Plan Policy 3.1.4:

Policy 3.1.4. Through amendments to the LDC, the City shall provide the following incentives for the development or redevelopment of affordable housing, as recommended in Florida Statutes Section 420.9076:

- a. Density bonuses.
- b. Modification of street requirements.
- c. Permitting affordable accessory dwelling units.
- d. Preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- e. Support of development near transportation hubs, major employment centers, and mixed-use developments.

Proposed Ordinance Changes

- Allow Accessory Dwelling Units (Mother-in-law suites) for all zoning districts that approve single-family development subject to specific development criteria.
 - See attached requirements for accessory dwellings
- Exempt enclosed garage requirements (Sec. 117-5) for new or redevelopment of existing single-family homes for affordable housing project.
- Reduce minimum building size requirements in residential zoning districts to 900 square feet. Current code requires a minimum of a 1,250 square feet of living area with a 200 square foot garage, and R-2, requires a minimum of 1,000 square feet of living area with a 200 square foot garage.
- Modification of Street Requirements to allow for narrower right of ways to allow for a greater density of development.
- Currently, the City/County do provide waiver/deferral options for impact/mobility fees for affordable housing projects.

During the March 25th Planning and Zoning Board meeting, the board asked staff to review an increase of the allowable percentage for the Additional Dwelling Units (ADUs) related to the Primary Structure and to review the language for the affordable housing exemption for the enclosed garage requirement for new residential development. The Board then recommended to City Council the approval of Ordinance O-05-2025 with these additional comments. Staff has made the following changes based on these recommendations:

- Allowable percentage of the ADU related to the primary structure has been increased to 50%
- Lot area requirement of 7500SF has been added for ADUs
- Language for the affordable housing exemption for the enclosed garage requirement for new residential development has been revised to allow for confirmation of funding by governmental affordable housing programs for spec home development.
- Clarification that independent utility meters shall be provided to the ADU.

Attachments Include:

- Roadway Design Flexibility Technical Assistance from the Florida Housing Coalition
- Regulatory and Land Use issues affecting Affordable Housing presented by the Florida Housing Coalition
- Proposed Roadway Design for Green Cove Springs
- Orlando Alternative Housing Transportation Standards

STAFF RECOMMENDATION

Staff recommends approval of Ordinance No. O-5-2025, amending City Code Chapters 113 and 117.

Motion: To approve the first reading of Ordinance No. O-5-2025, amending City Code Chapter 113 Article II, Chapter 117 Article I, II, and establishing Chapter 117, Article XI, Section 117-798 Accessory Dwelling Units for form and legality.

Section 117-798. Accessory Dwelling Units

Residential accessory dwelling units shall be a permitted use in all residential zoning districts subject to the following criteria:

1. Accessory dwelling units may only be located on property that is subject to an existing homestead exemption or on property that meets the requirements for a homestead exemption which the property owner has applied for through the Clay County Property Appraiser's Office with the expectation that the exemption will be granted.
2. The unit shall be developed in conjunction with or after development of the principal dwelling unit and the owner of the property must reside within either the principal or the accessory dwelling unit.
3. Accessory dwelling units shall provide additional parking to the primary residence pursuant to the parking requirements for single family homes as set forth in Sec. 113-157 Off Street Parking requirements matrix in the City Land Development Code.
4. No accessory dwelling unit shall be sold separately from the principal dwelling unit.
5. The air-conditioned floor area of the accessory dwelling unit shall not exceed 25 percent of the air-conditioned floor area of the principal structure, The accessory dwelling unit shall be no less than 200 square feet of air-conditioned floor area.
6. The accessory dwelling unit can be attached or detached to the primary residence. Accessory dwelling units attached to the principal structure shall be physically separated from said structure so as to prevent direct, internal access between the primary structure and the accessory dwelling units. Detached accessory dwelling units shall be behind the primary structure adjacent to all roadway frontages and comply with the setback requirements for a primary residence in the underlying zoning district and shall not exceed the height of the primary structure.
7. The accessory dwelling unit combined with the primary residence and other structures shall meet the density requirements of the underlying zoning district.
8. The accessory dwelling unit shall be serviced by centralized water and wastewater.
9. An accessory dwelling unit shall be treated as a townhome unit for impact fees.
10. A certification in the permit application for requests to construct an accessory dwelling units shall be provided that requires the applicant to certify whether their property is part of a deed restricted community or subject to a homeowner's, neighborhood or master association and, if answered in the affirmative, that the applicant has confirmed an accessory dwelling units are allowed under the deed restrictions and/or rules of the homeowner's, neighborhood or master association, as applicable.



Road Design Flexibility Technical Assistance

Memorandum produced by the Florida Housing Coalition | October 23, 2023

Introduction: The City of Green Cove Springs requested technical assistance on approaches to road design flexibility generally to promote affordable housing, as well as flexibility related to a specific case of a proposed shared driveway. The following provides resources and examples starting with general guidance and moving to more specific driveway examples that may be instructive.

This work is made possible by the Florida Housing Finance Corporation's Affordable Housing Catalyst Program.



FHC team dedicated to this effort:

- Ali Ankudowich, Technical Advisor, ankudowich@flhousing.org
- Dayna Lazarus, Technical Advisor, lazarus@flhousing.org
- Kody Glazer, Chief Legal and Policy Officer, glazer@flhousing.org

General Street Design Guidance

The City may want to review its street design standards comprehensively to evaluate adjustments/reduced requirements that reduce costs or increase the amount of available land that can be dedicated to livable square footage, while still maintaining transportation safety, to promote housing in general or affordable housing developments specifically.

The City should evaluate constraints and opportunities in view of standards approval by FDOT (Sec. 113-69(a), Green Cove Springs Code of Ordinances). For roadways under the State's jurisdiction, there is an opportunity to establish a community design element in the Comprehensive Plan with a roadway design vision to facilitate coordination with FDOT, in accordance with Fla. Stat. 336.045(6).

The following resources include holistic street design, including in more urban contexts. Note that these will not necessarily have a specific lens for promoting affordable housing (e.g., maximizing number of units), and they may base guidance on additional priorities, such as transportation connectivity.

SmartCode Version 9.2: <https://transect.org/codes.html>

Additional annotation for calibration available here: <https://transect.org/modules.html>

This resource is an open-source form-based code that, from a transportation standpoint, aims to prioritize pedestrians in more urban contexts. It includes street design and connectivity standards such as block perimeter, curb and turning radii, road configurations and widths by design speed, parking configurations and lane widths by design speeds all by context (rural through urban core and special district contexts). It shows how these components might fit together in conjunction with the local land use context. Reviewing how the options align with the City's aspired land use context and existing roadway design standards may be a starting point for possible adjustments.

NACTO Urban Street Design Guide: <https://nacto.org/publication/urban-street-design-guide/>

This comprehensive guide for street design focuses on an urban context, without land use included.

Robert Steuteville, Philip Langdon, and Special Contributors, *New Urbanism Best Practices Guide*, 4th Ed. (2009)

The following are highlighted topics summarized from additional best practice guidance on street design specifications in Chapter 8 Streets, with additional comments on considerations for affordable housing development in view of the city's current standards. See the text for full details and roadway design examples by roadway type.

- **Travel lane width:**
 - Research in this chapter suggests 10-foot to a maximum of 11-foot travel lanes enhances safety. “[Dan Burden of Glatting Jackson Kercher Anglin] says that research by Robert B. Noland, examining 24 years of data on all roadway types in all 50 states, ‘concludes that 10-foot lanes for major roads (other than interstates) are safer than their wider-lane counterparts’” (p 136).
 - Consider lane width with street hierarchy and connectivity to disperse traffic and create small blocks for more options and destinations for pedestrians.
 - With regards to fire response, a street grid with ample connections and narrower streets in an urban context may support more timely response than in suburban areas presumably with wider roads. Grid connections may provide additional approaches to a site for fire response that may reduce the need for wider lanes for two trucks to pass each other (as needed on a cul-de-sac road).
 - The City of Green Cove Spring's moving lane widths range from 11 to 12 feet; this is an opportunity to evaluate narrower moving lane widths and whether that will reduce costs or otherwise facilitate housing and affordable housing development.
- **Street parking:**
 - Allowing street parking in addition to narrow lane widths supports “shared street mode” as opposed to free flow traffic, resulting in reduced travel speeds.
 - The City's street standards appear to indicate no parking accommodated in the street classification standards in Sec. 113-66, Code of Ordinances. If this is enforced operationally with signs, etc., consider whether allowing street parking could not only enhance safety, but address parking needs currently met on-site or reduce costs of roadway provision by housing and affordable housing developments.
- **Connectivity:**

- Promoting connectivity does not require a uniform grid, and many places promoting connectivity still allow cul-de-sacs where there are topographical barriers, for example.
- Historic grid city patterns make use of 400-by-200-foot blocks, with some blocks ranging up to 200 feet longer.
- The City's block length and width regulations call for consistency with adjacent areas, with a maximum of 2,200 feet and a minimum of 400 feet in length. Consider connectivity needs in conjunction with narrowing street widths; evaluate potential cost and land availability impacts of these factors for housing and affordable housing development relative to current standards.
- **Curb return radii:**
 - See SmartCode range of curb return radii: 5 to 20 feet in urban contexts.
- **Pedestrian streetscape elements and planted medians:**
 - Pedestrian streetscape elements and planted medians can also slow speeds and increase safety. Walkability expert Dan Burden is quoted in this chapter: "As a general rule, the width of the right-of-way of any street should be split 50/50 between walking and driving. The 50 percent of the physical space that serves pedestrians includes on-street parking buffers, tree lawns, and walkways" (p 151).
 - Consider how pedestrian streetscape and planted median requirements add to the cost of development. In view of safety and walkability benefits, evaluate opportunities to share costs of these elements for affordable housing rather than reduce or remove requirements.

Florida Housing Coalition SHIP Catalyst Training – Regulatory & Land Use Planning Issues Affecting Affordable Housing, Part II: Regulatory Reform for Affordable Housing (June 10, 2021):

https://www.flhousing.org/wp-content/uploads/2021/07/Land-Use-Planning-Workshop-2_Regulatory-Reform-for-Affordable-Housing.pdf

Habitat for Humanity of Pinellas and West Pasco Counties presented information on sidewalk costs in development. Evaluate opportunities to share these costs for affordable housing developments.

Policy Examples of Transportation Design Flexibility for Affordable Housing

The following are excerpts of code language allowing street design or other technical flexibility for affordable housing projects, along with additional comments where available in correspondence with staff.

Hillsborough County: Sec. 6.02.08.C, Land Development Code: *Sidewalks shall be constructed on each side of internal subdivision streets, except as follows... 3. In Affordable Housing developments where sidewalks are required on only one side of internal subdivision streets.*

Brevard County:

- Sec. 62-6310(d), Code of Ordinances: *For developments providing a minimum 30 percent of affordable, or 15 percent workforce housing units, the following requirements may be reduced for private right-of-way widths, road widths, driveway widths, drive aisle widths, and turn radii*

provided they are consistent with American Association of State Highway and Transportation Officials (ASHTTO) guidelines, or other similar guidelines or best practices for context sensitive design solutions, acceptable to the county for low volume traffic conditions and speeds.

- Evaluate opportunity to reference a more urban-context street design standard such as NACTO (see previous section).
- Correspondence with planning and zoning staff did not result in examples of affordable housing projects that had used this flexibility.

City of Tampa:

- Sec. 27-153.2.25, Code of Ordinances: *Exceptions to the requirements of these procedures may be made for subdivisions which have been certified by the city as affordable housing subdivisions and have been underwritten through the Mayor's Challenge Fund or other bona fide housing programs administered through the community redevelopment agency as follows... (b) Affordable housing subdivisions may also be exempt from subdivision technical requirements if the project incorporates or is an innovative design.*
- Correspondence with planning staff at the City of Tampa indicated projects using flexibility in the realm of reduced parking requirements. Based on prior experience, staff also indicated limitations to street design flexibility due to FDOT standards informing local street design standards. For larger developments where streets will be eventually turned over to the City, there may possibly be sidewalk width and curb adjustments, but it is unlikely. Note that there will be cost sharing with those improvements.
- Cost sharing may be an approach to consider as opposed to modifying the design standards themselves, as noted in the previous section.

City of Orlando: The City provides alternative housing transportation standards, including roadway typical section, in its Code of Ordinances section on alternative development standards for low- and very low-income housing projects, including roadway typical sections. See Sec. 67.606. - Alternative Housing Transportation Standards, Code of Ordinances (provided in separate document).

Shared Driveway Access

Regarding technical specifications of shared driveway access, townhomes may provide some useful parallels. The following are two examples from the City of Tampa (site construction plans are provided separately).

- 532 W. Plaza Place: rear-loaded townhomes with 15-foot alley access to driveways; note that this example has an access point on either end of the alley to local roads.
- 40 Bering Street: rear-loaded townhomes off a shared drive with only one access point to a local road; note that this drive is not an extension of a local road.

In deciding whether to permit a shared drive for residences as a dead end of a local street, considerations in addition to the technical specifications may include but are not limited to:

- The number of additional units that may be immediately gained if a design creates more buildable site area;
- The effect on connectivity and traffic dispersion if a road stub is not provided and a future connection is made more difficult or impossible to the adjacent parcel; this factor might also be



considered with effects on block sizes (i.e., is the block size still relatively small and connected even without the future road connection?);

- The effect on future redevelopment options to allow/add more density if a roadway connection is not made; and
- Options for accommodating parking on the street as opposed to on-site if on-street parking were to be allowed in the future, particularly if additional density were eventually allowed/added as part of redevelopment.

Regarding legal considerations in the private realm for shared access: ensure an agreement for use, maintenance, etc. of the shared asset.

Regulatory & Land Use Planning Issues Affecting Affordable Housing

Part II: Regulatory Reform for Affordable Housing June 10, 2021





AFFORDABLE HOUSING CATALYST PROGRAM

Sponsored by the
Florida Housing Finance Corporation



we make housing affordable™



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Webinar Logistics

- All participants are on mute
- Please type in your questions and comments into the question box on the side panel
- We will not identify who has asked a question
- Webinar is recorded
- PPT is provided as a handout
- For follow-up information or problems downloading handouts, please contact glazer@flhousing.org



Agenda

- I. Overview of Florida Housing Data
- II. Local Government's Role in Making Housing Affordable
- III. Basics of Land Use Planning & Affordable Housing
- IV. Best Practices for Regulatory Reform
- V. Utilizing the Affordable Housing Advisory Committee (AHAC)



Before we get into the weeds...

- This is a high-level overview of each of these policies and concepts. Each of these ideas could be an hour-long training.
- These slides are intended to give you some ideas for how to engage with affordable housing best practices locally.
- The work will need to be done locally to understand existing planning policies, development patterns, and community needs.
- For any questions, contact Kody Glazer at glazer@flhousing.org





I. Overview of Florida Housing Data

Regulatory reform starts with local data

- Understanding local housing needs data will help guide regulatory reform for affordable housing
- Look for the following data points to start:
 - Cost burden
 - Shimberg Center's data on surplus/deficits of affordable housing
 - Home sale prices (existing and new homes)
 - Building permits (type of unit, number of units, location)
 - Household demographics (race, income, size)
- For example, knowing that your community has a relatively small household size may encourage you to allow smaller housing types.
- Knowing that your community has the greatest shortage of affordable units at 50% AMI may help you craft incentive programs to this need.



Single Family
Home Sales Way
Up Since the
Beginning of the
Pandemic

Single Family Homes: Pre-Pandemic to Today					
	Total Sales	Paid in Cash	Median Sales Price	Days to Contract	Months of Supply of Inventory
Apr-21	33,264	9896	\$335,526	11	1.1
Feb-20	20,693	5703	\$270,000	49	3.3
Percent Change	61%	74%	24%	-78%	-67%
Florida Realtors April 2021 Single Family Home Sales					



Multi-Family
Owner Sales and
Prices Up Higher
as a Percentage
than Single Family,
but Still Lower
Overall

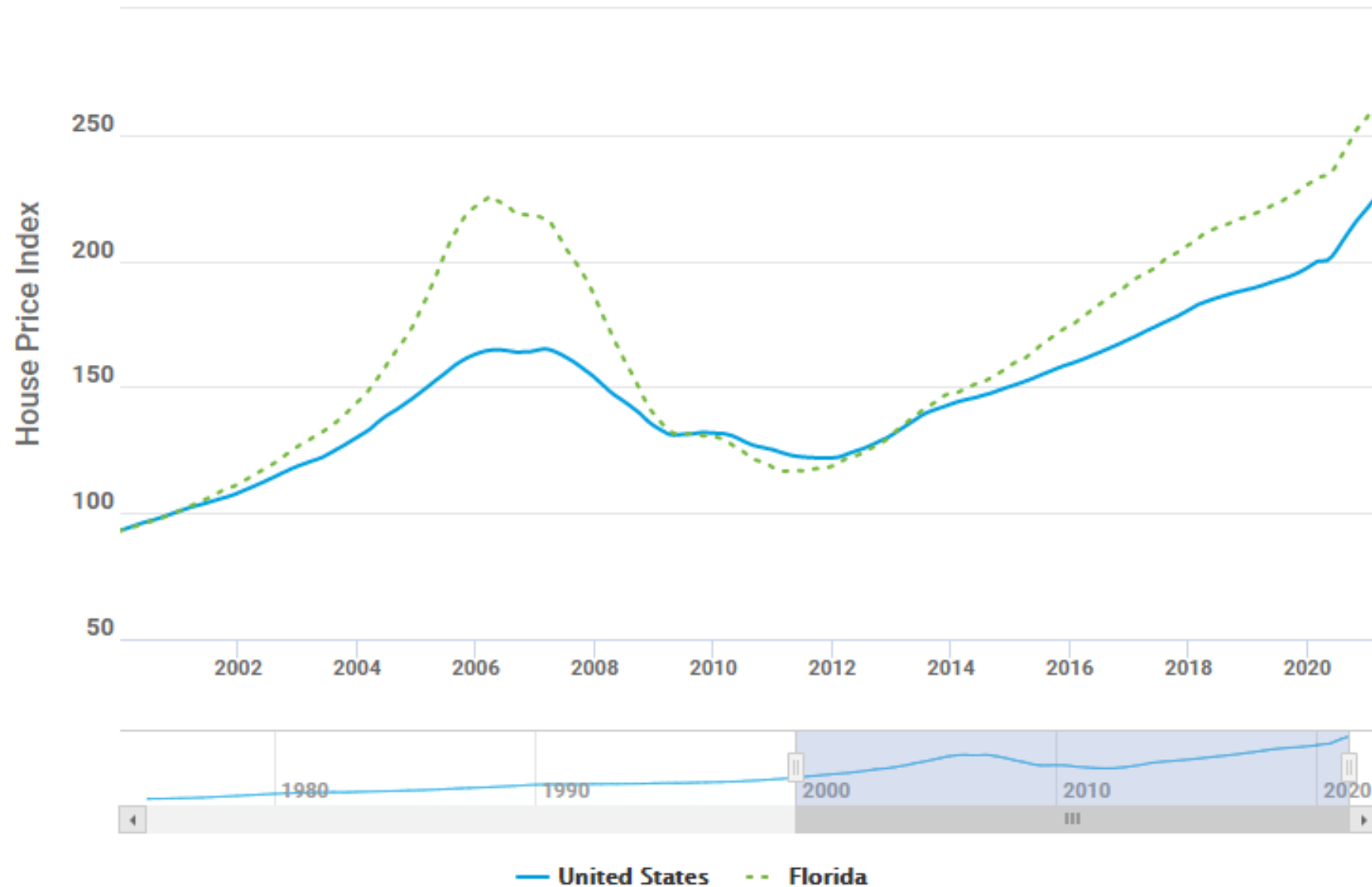
Townhomes and Condo: Pre-Pandemic to Today

	Total Sales	Paid in Cash	Median Sales Price	Days to Contract	Months of Supply of Inventory
Apr-21	17,330	8770	\$250,000	24	2.3
Feb-20	8,842	4690	\$200,000	94	5.4
Percent Change	96%	87%	25%	-74%	-57%

Florida Realtors April 2021 Townhouses and Condo Sales



Freddie Mac House Price Index



Percentage of Cost Burdened Households by MSA (FL) - 2019 EST (Cost Burden Threshold - 30%)

Item #6.

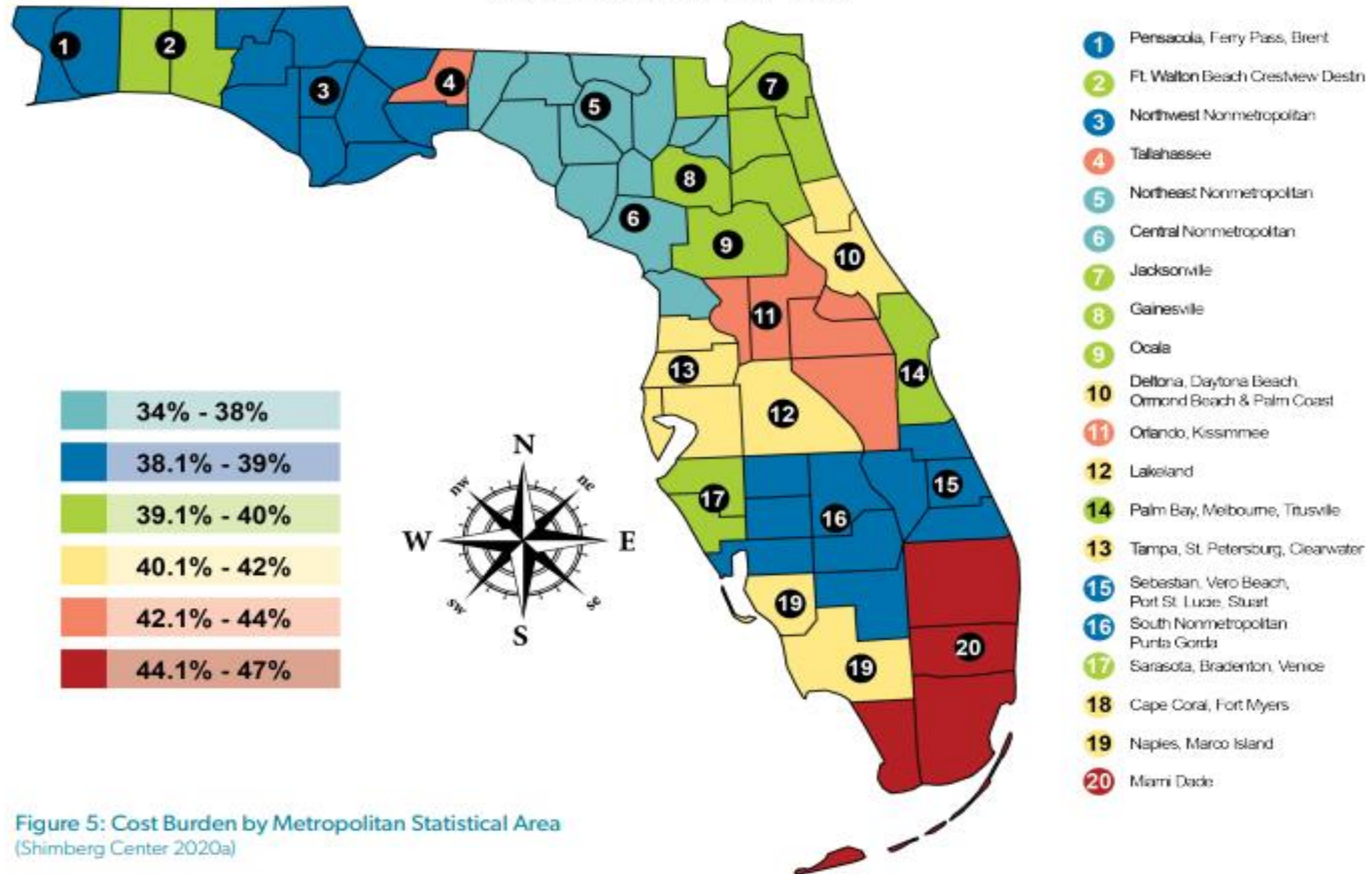


Figure 5: Cost Burden by Metropolitan Statistical Area
(Shimberg Center 2020a)

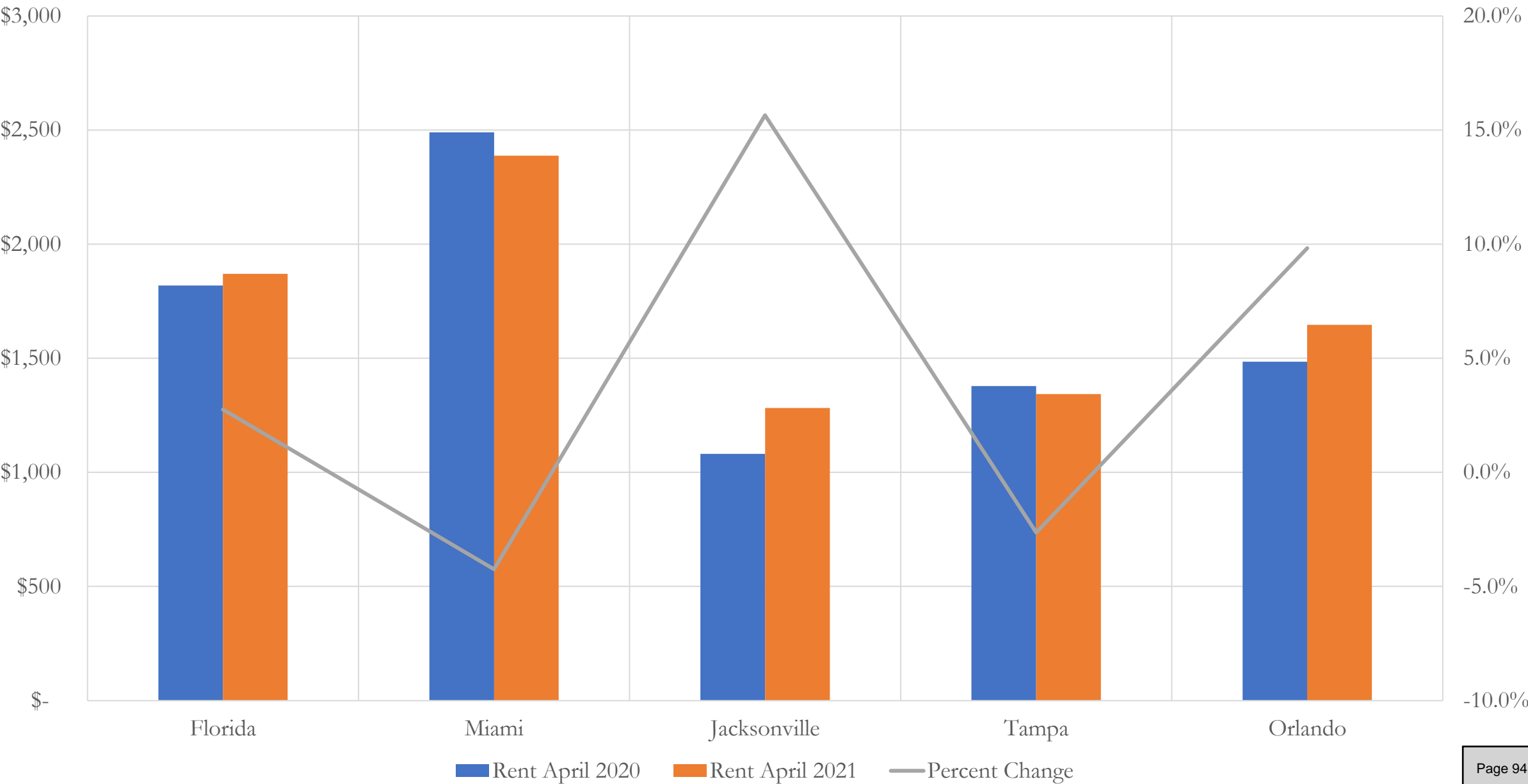
Affordable
housing supply
shortages differ
across the state

Supply/Deficit of Affordable/Available Units by Income

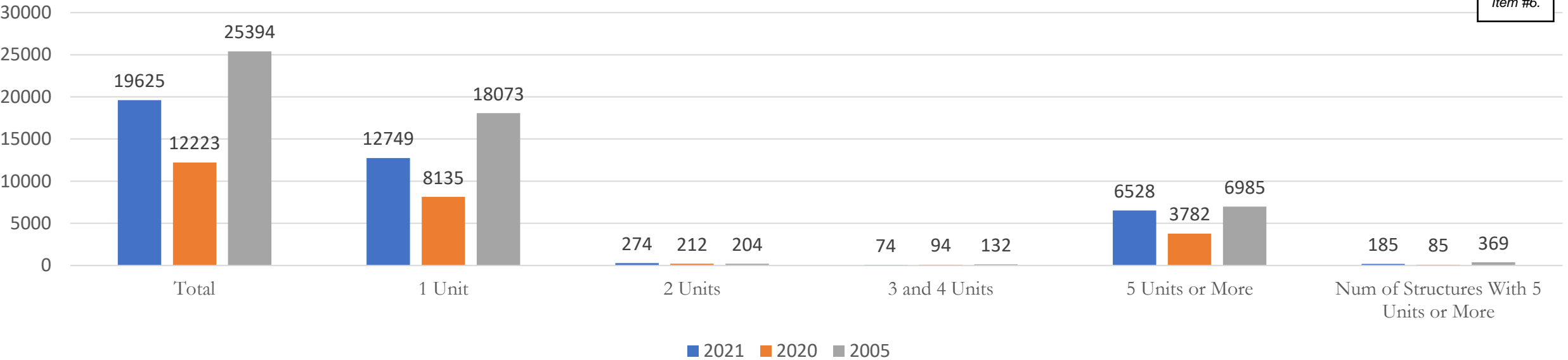
Item #6.

Geography	0-30% AMI	0-50% AMI	0-80% AMI	0-120% AMI
Gainesville MSA	-3,928	1,874	5,935	12,813
Ft. Lauderdale	-33,335	-65,565	-65,683	-8,852
Daytona Beach MSA	-9,237	-13,124	-6,389	2,357
Jacksonville MSA	-29,100	-36,869	-4,181	13,043
Miami-Dade MSA	-60,193	-109,305	-147,284	-69,818
Orlando MSA	-40,220	-76,534	-39,916	23,900
Tampa MSA	-60,227	-92,640	-31,583	11,499
Tallahassee MSA	-6,081	-3,685	4,503	5,561

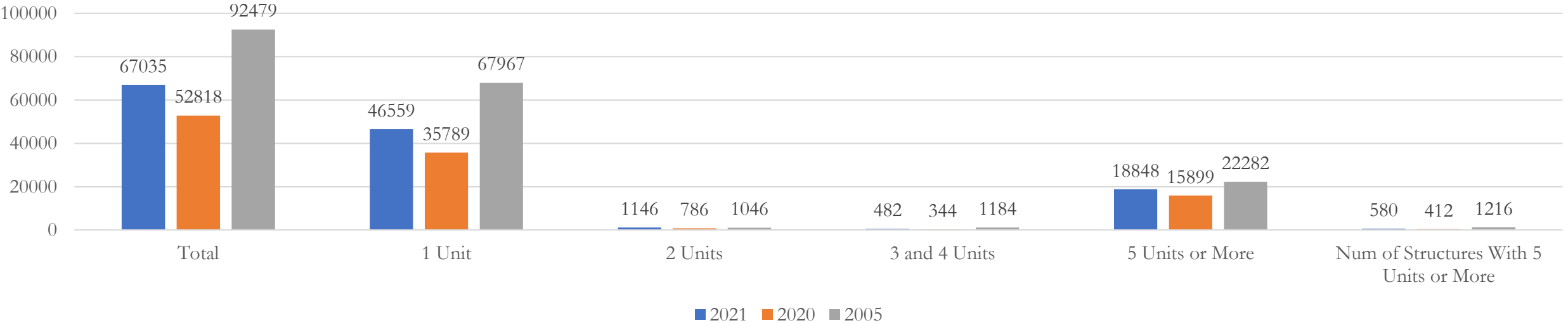
Rental Price Change: Florida and Major Cities



April Permits: 2021, 2020, 2005



Year to Date Permits: 2021, 2020, 2005



Conclusions

- Understanding local housing data is key to shaping local housing policies. In most communities, there is lack of affordable housing for households making up to 80% AMI.
- Florida is currently in a dramatic home price build up and housing supply crunch. While this benefits existing homeowners, renters and new, younger households will have more difficulty become first-time homeowners.
- More housing supply needs to be built to keep up with demand and rising home prices.



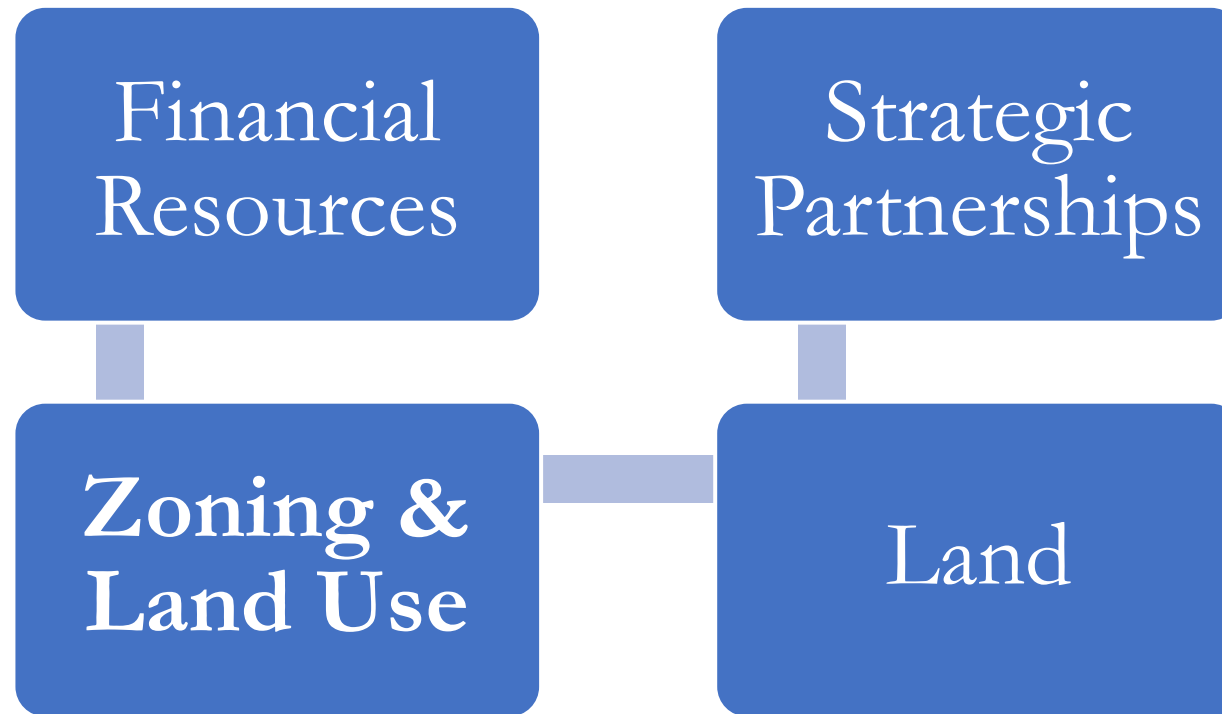
II. Local Government's Role in Making Housing Affordable

Housing Element of the Comprehensive Plan

- Required element of the local Comp Plan. Fla. Stat. § 163.3177(6)(f)(1).
- Requires local governments to plan for the “provision of housing for all current and anticipated future residents” and the “provision of adequate sites for . . . housing for [lower income] families.”
- Local government is not required to build *all* the affordable housing needed in a community, but it is required to create an environment **conducive** for the private sector to produce affordable housing.
- Public sector uses its land use planning and financing tools to ensure the private sector will produce housing that is affordable.
- **Task:** read your local government’s housing element, ask if it is being implemented, and use it as a catalyst for innovative policies



Local Government role in affordable housing



How should local government be involved?

- Local government cannot deed restrict or monitor *every* unit of affordable housing needed in a community long-term.
- Yet, local government can use the land use planning process to **require**, **facilitate**, and **encourage** the production of enough affordable housing units to make a measurable impact on the community.
- A successful comprehensive approach includes
 - Deed-restricted units
 - Preserving and encouraging naturally occurring affordable units (units without subsidy)
 - Boosting housing supply in general



The Three Acts – Land Use Planning for Affordable Housing

1. “Require” – to claim or ask for by right and authority

- Local governments can use their zoning and land use authority to require the production of affordable housing.
- Examples: inclusionary zoning, negotiated development rights, financial resources

2. “Facilitate” – to make an action or process easy or easier

- Local governments can aid the production of affordable housing by facilitating partnerships, lowering development costs, and easing development standards.
- Examples: expedited permitting, zoning flexibility, fee waivers, government-owned lands

3. “Encourage” – to attempt to persuade

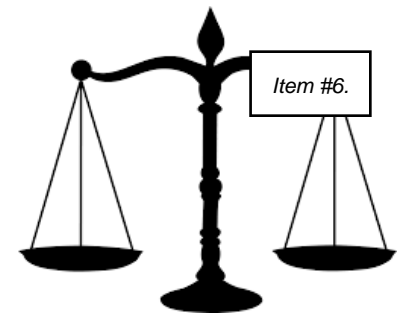
- Local governments can encourage market-rate developers to produce affordable units.
- Examples: density bonuses, zoning incentives





III. Basics of Land Use Planning & Affordable Housing

Deed-restrictions? Free market? Both?



- Housing prices are set at whatever the market will bear
- Increasing housing supply alone will not produce **all** the affordable units needed, particularly for ELI and VLI households (up to 50% AMI) and all households in more populated counties
- Consider population growth, housing demand, and housing supply.
- Greater need = more justification for deed restricted housing

Impact of zoning & land use policies on housing

Zoning and land use policies impact the:

- 1) **cost** of development
- 2) **number** of housing units that can be legally produced in a jurisdiction
- 3) **types** of housing allowed
- 4) **location** of different uses
- 5) **infrastructure capacity** of new development
- 6) **willingness** of the private sector to produce affordable housing

Goal: structure land use policies to require, facilitate, and encourage affordable development & to increase housing supply generally



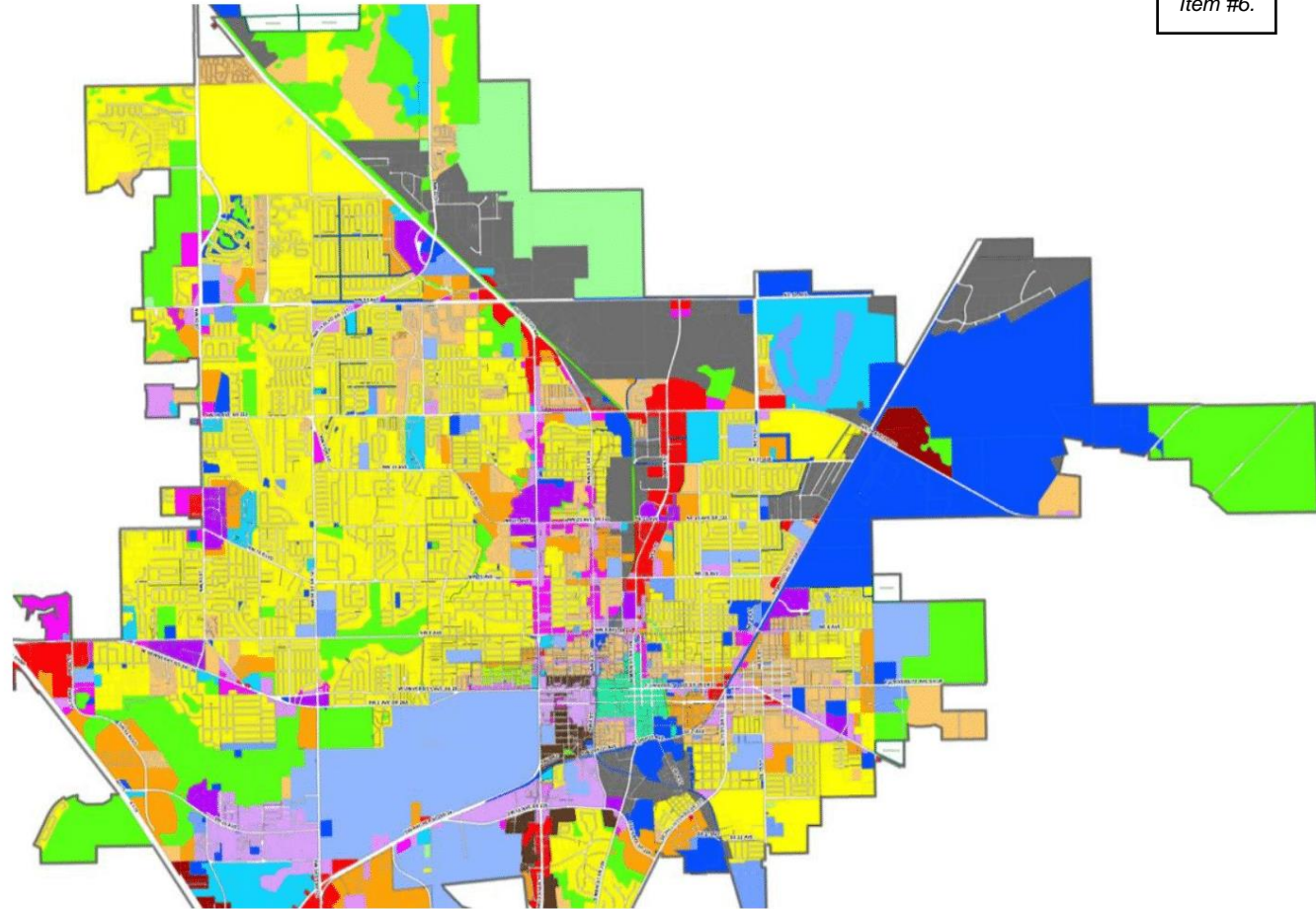
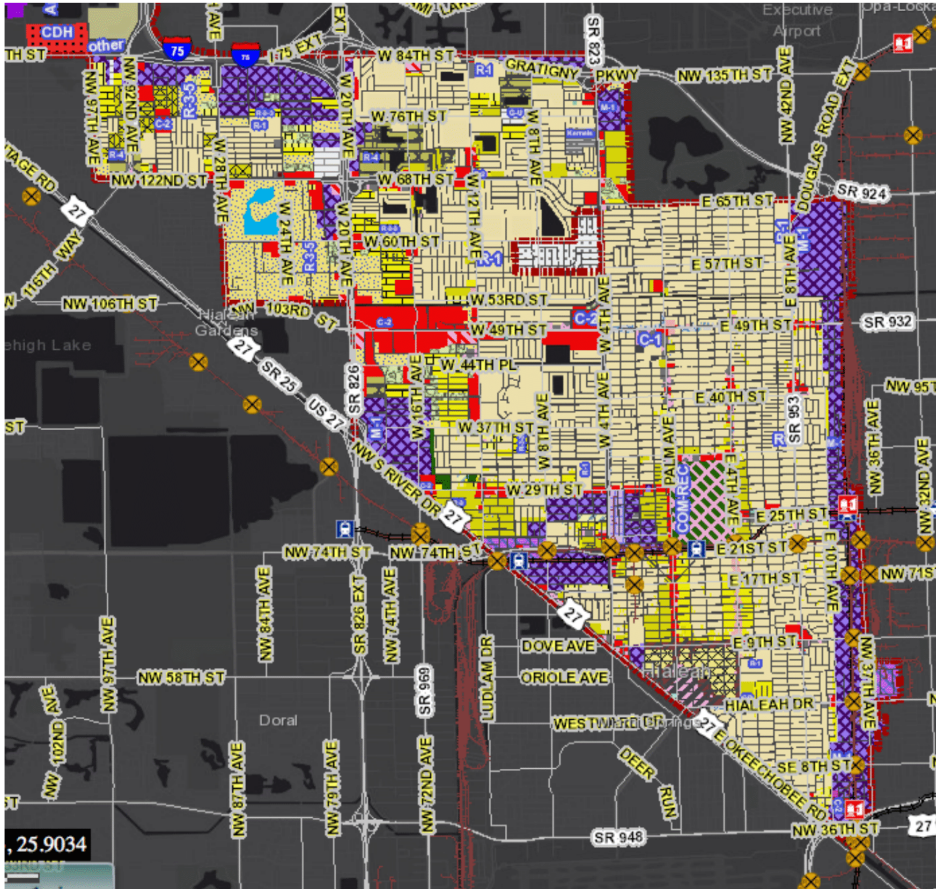
Land use policies to start with for regulatory reform

1. Zoning & future land use maps
2. Allowable uses & densities
3. Parking, setback, & lot arrangement requirements
4. Permitting, inspection, & other fees
5. Permitting process
6. Financial incentives & land resources

1. Zoning & future land use maps

- Study zoning and future land use maps to understand community design
- Land use planning documents set a legal cap on the number of housing units that can be developed and the location for different types of housing
- Ask things like:
 - How much/what percentage of buildable land is zoned for low-density, single-family only housing?
 - What is the zoning around transportation corridors, employment centers, and other areas of opportunity?
 - Does our zoning code match community needs for housing?





Yellow is single-family only zoning



Idea: Direct staff to provide yearly analysis of “zone stats”

- Understanding the scope of buildable land dedicated to different uses can help shape affordable housing policy.
- Sample table to use. Include all zone districts and local stats.

Zone	Zone Description	# of Parcels	% of Parcels	Land Area	% of Land Area
R-1	Single-family residential				
R-2	Multi-family residential				
C-1	Low-intensity Commercial				
A-1	Agricultural				

2. Allowable uses & densities

- Understand the allowable housing types and densities in your community's zoning code and where certain housing types are allowed
- This analysis could lead your community to increase densities and allow more flexible housing types to match housing needs
- **Best practices:**
 - Allow ADUs and missing middle housing types (duplexes, triplexes, townhomes, etc.) by right in more areas of the community
 - Allow increased densities around transit and employment for affordable housing developments
 - Promote mixed-use opportunities



3. Parking, setback, and lot arrangement requirements

- Flexibility in these requirements can help lower development costs and ensure that more buildable land is available for housing development.
- **Parking:** Study existing parking requirements and identify areas where standards can be waived or amended for affordable housing units. For example, if on-street parking is available, requiring multiple off-street parking spaces can be burdensome.
- **Setbacks/lot arrangements:** Flexibility in setback and lot arrangement requirements can allow more smaller units to be developed on a single parcel or allow smaller lots to contain homes. Beneficial for “missing middle” and accessory dwelling units (ADUs). Includes standards such as:
 - Setbacks
 - Maximum lot coverage
 - Minimum lot size
 - Open space requirements
 - Zero-lot-line development



4. Permitting, inspection, & other fees

- Study local government fees and identify fees that can be waived or modified for projects certified as affordable
- Impact fees are the main type of fee that may be modified for affordable housing units.
- **Consider:** Charge by square footage rather than by unit type.
- Fla. Stat. § 163.31801(9): local governments may “provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a [local government] provides such an exception or waiver, it is not required to use any revenues to offset the impact.”



5. Permitting process

- Time is money! Assess how long it takes for an affordable development to be approved.
- Tools for facilitating and encouraging affordable housing :
 - Expedited permitting
 - Clearly defining the steps of the process (see House Bill 1059 from 2021 Session)
 - Designate a staff person(s) responsible for shepherding individual projects through the process
 - Whenever feasible, delegate approval authority from public hearing to administrative staff review



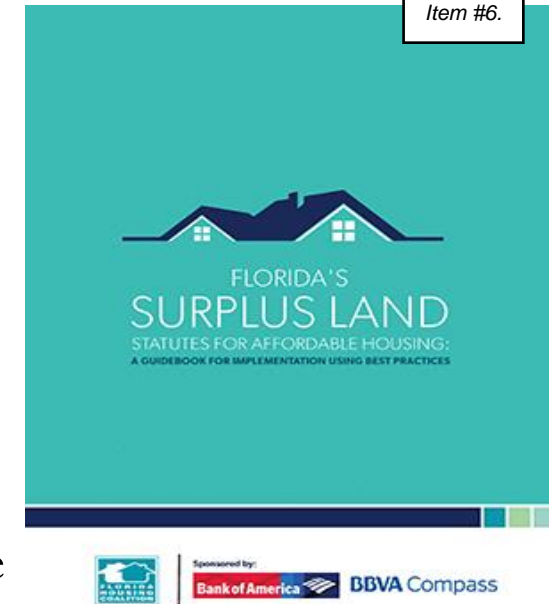
6. Financial incentives & land resources

- Study how your local government uses its federal, state, and local funds for affordable housing, including:
 - State Housing Initiatives Partnership (SHIP)
 - General Revenue
 - Community Development Block Grant (CDBG)
 - Community Redevelopment Agency (CRA)
 - Infrastructure Surtax
 - Bonds
 - Philanthropy



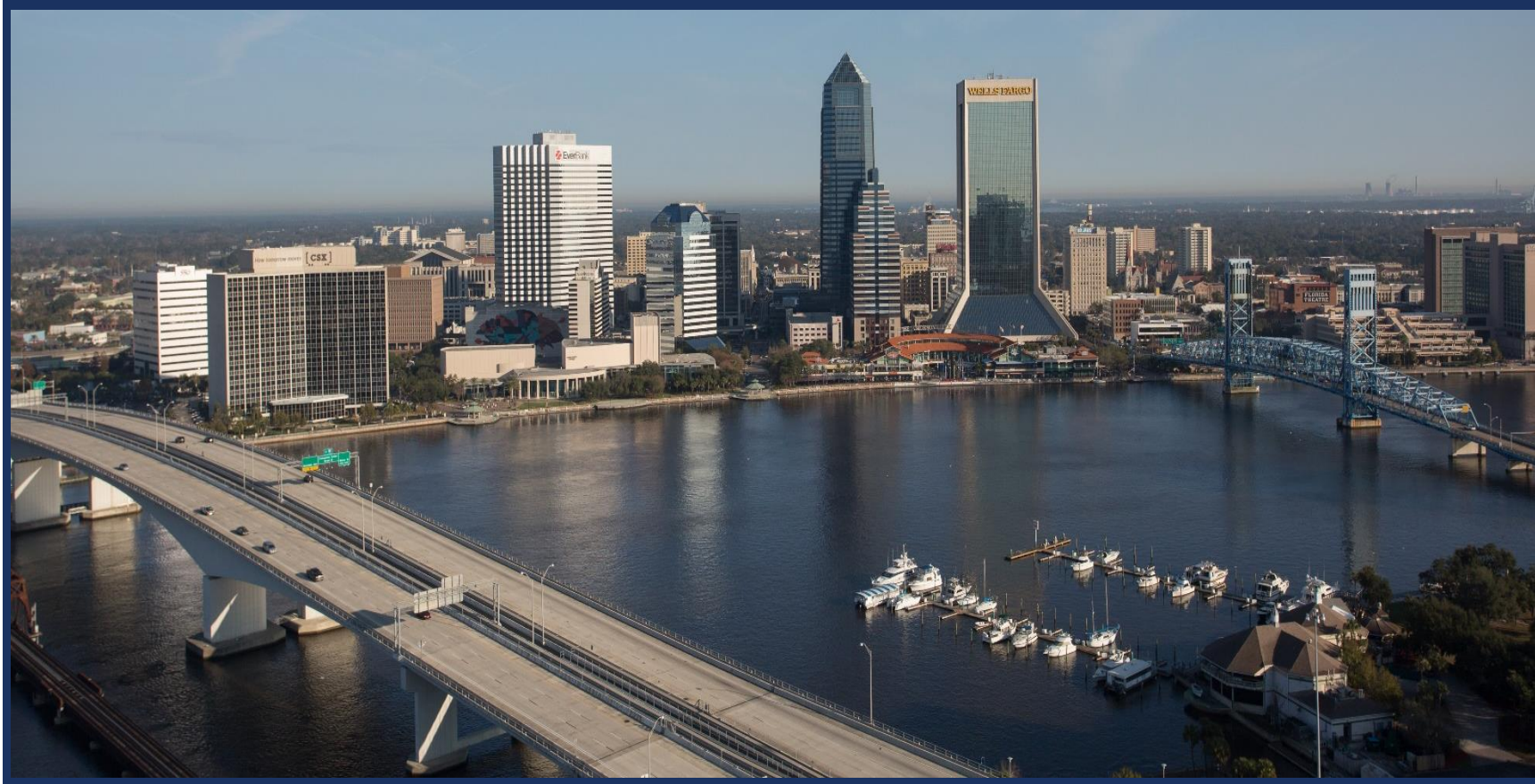
6. Financial incentives & land resources

- Leveraging government-owned land can be a great boon for affordable housing.
- Look at your surplus land policies
 - Fla. Stat. §§ 125.379 and 166.0451 require an inventory of government owned lands “appropriate for use as affordable housing”
 - If it is appropriate for market-rate housing, it is appropriate for affordable housing
- School board land (Fla. Stat. § 1001.43)
- Explore using available funds to purchase land for affordable housing
- Create an RFP for developers to build housing on government-owned land – local government can control outcomes on the land it owns through deed restrictions





Jacksonville's Regulatory Reforms



June 10, 2021

CHANGE

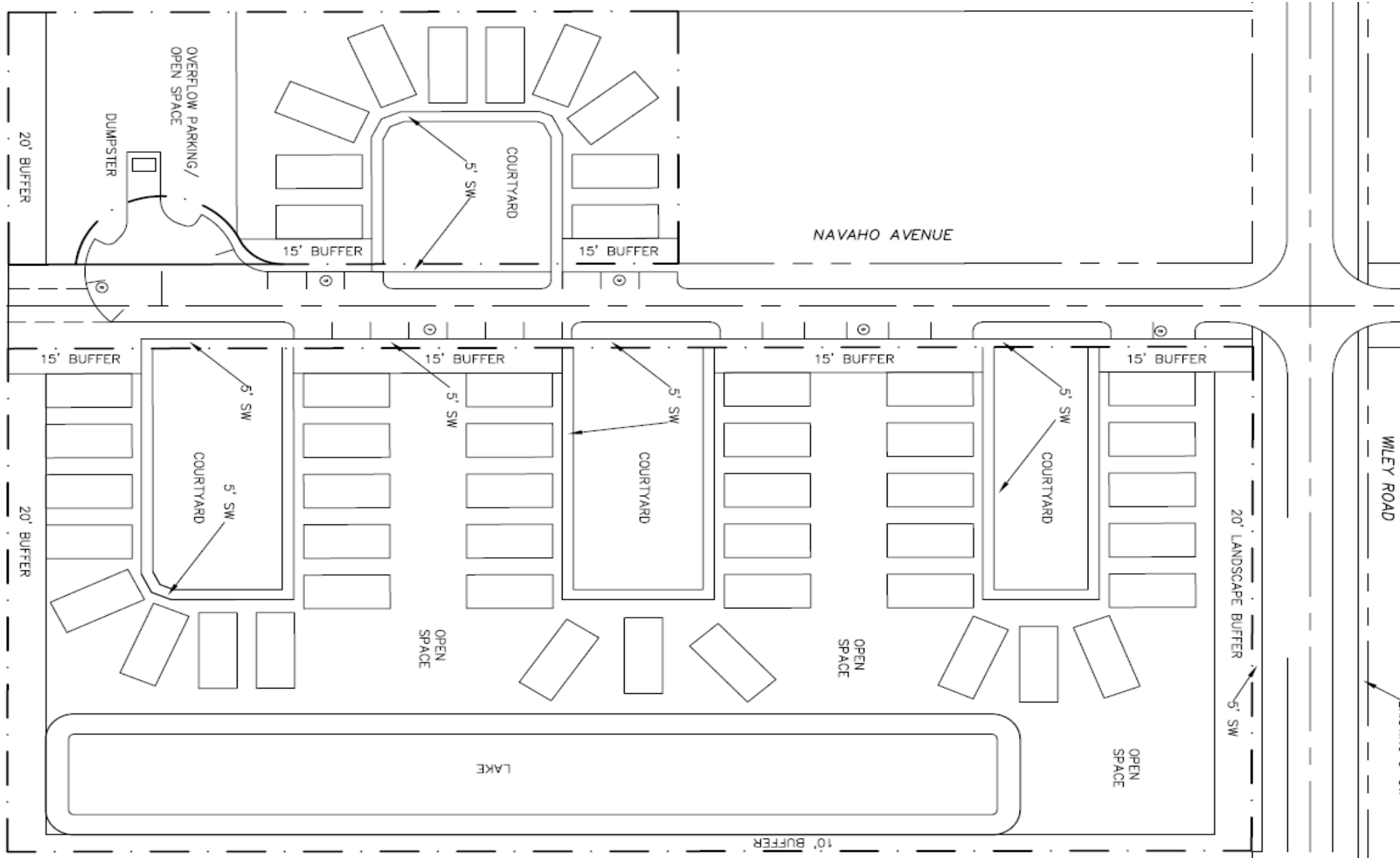
Jacksonville changes:

- Pocket Neighborhoods
- Community Land Trusts
- Tiny Houses
- Small Lot Subdivisions
- Accessory Dwelling Units

POCKET NEIGHBORHOODS

Does the code allow for them?

- Is the land held in common ownership?
- Houses become condos or rental
- Tiny houses fee simple not allowed
- Enter the Planned Unit Development
- A path to fee simple pocket neighborhoods











COMMUNITY LAND TRUSTS

How to support them?

- Amend our property disposition ordinance to include non-profit community land trusts to be on the same level as a city agency.
- Work with local non-profits to establish CLT
- Nurture and financially support CLT start-up

TINY HOUSES

Does the code allow for them?

- Currently no; the code sets a minimum size of 850 sq ft
- Set to adopt State appendix for tiny houses
 - Allow by right as a principle structure in RMD-A
 - Allow by right as an accessory dwelling unit in RLD-X
- Require Planned Unit Development or;
- Small lot subdivisions
 - Similar to town home criteria
 - Similar to our test case pocket neighborhood

ACCESSORY DWELLING UNITS

Comprehensive Plan

- Permits accessory dwelling units by right in LDR
- Established that accessory dwelling units do not count against density caps

City Ordinance

- Permits accessory dwelling units by right in RLD zoning district.
- Establish criteria based on historic districts.
 - Located behind principle structure
 - Visual relationship to principle structure
 - Limited to 25% of principle structure or 750 sq ft, whichever is less
 - Max height is limited to principle structure height



Questions?

Housing Goals

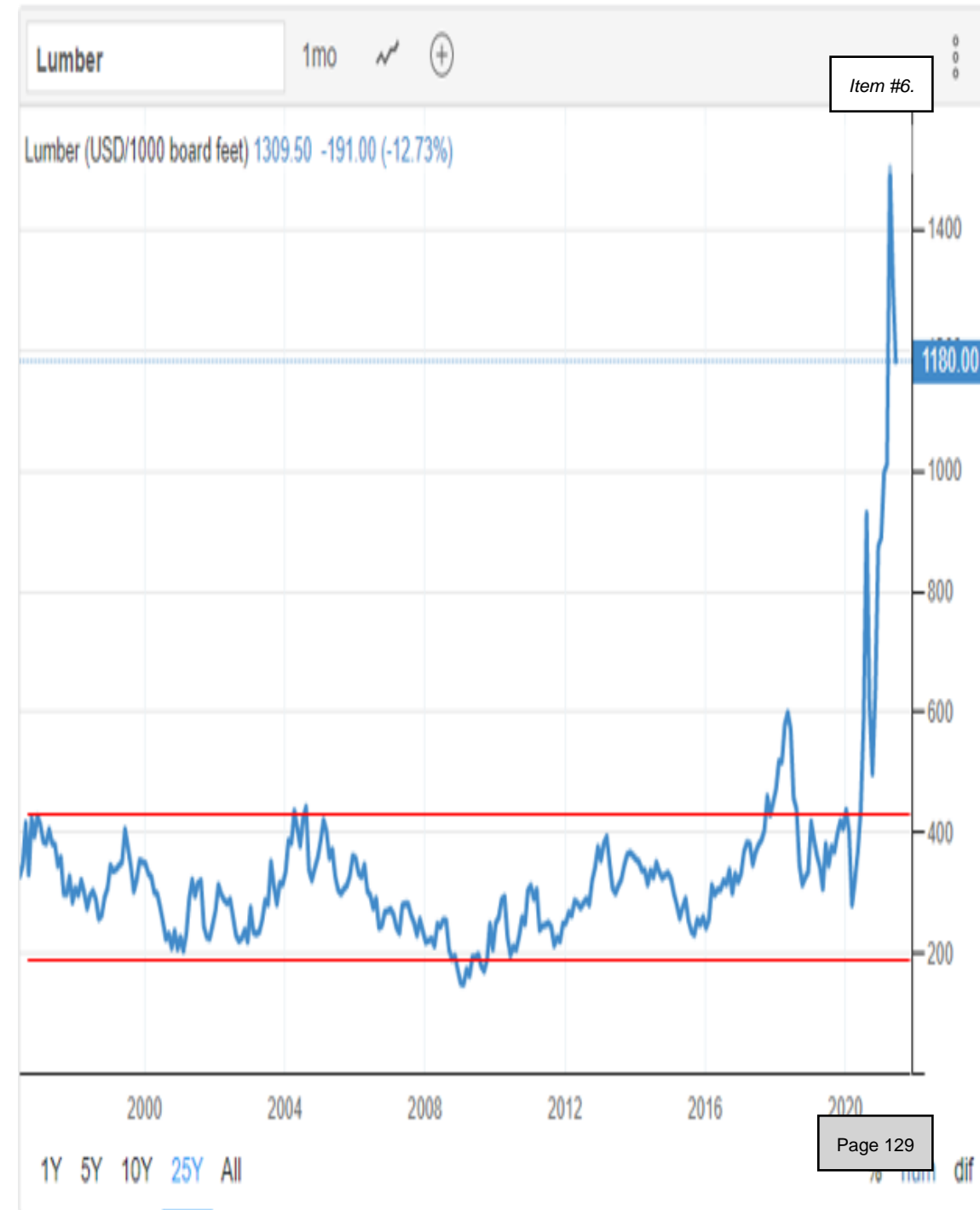
- ✓ Safe
- ✓ Decent
- ✓ Affordable



Current Market Conditions

Rising Costs

Data released in April from the National Association of Home Builders (NAHB) reports the cost to build a single-family home has surged by more than **\$36,000** per home and **\$13,000** per apartment since April of 2020



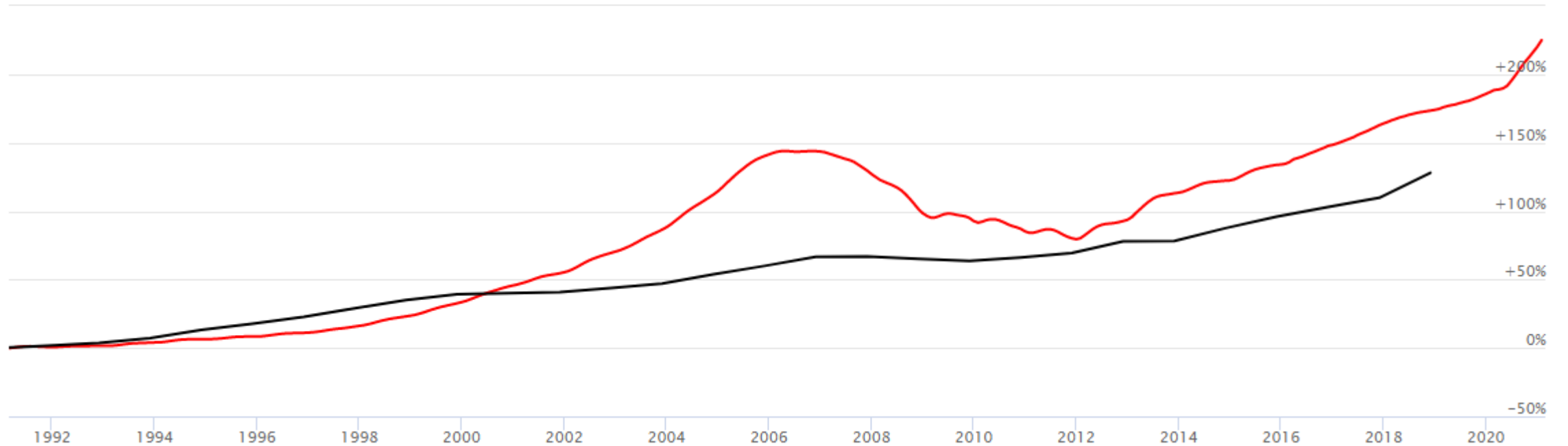
Incomes Are Not Keeping Pace

Home Price vs. Median Household Income (US)

Case-Shiller Home Price Index vs. US Median Annual Income

Zoom 10y 15y **30y** 50y 70y All

From Feb 28, 1991 To Feb 28, 2021



Case Study: Impact of Design Standards on Cost to Construct Affordable SF Homes

Elevated Front Entry

Enhanced Design Requirement

The front porch must be elevated at least 12 inches above the abutting finished grade level as measured abutting the porch at the front entry.

Effects of Enhanced Requirements

Monolithic Slab vs Stem Wall Foundation

The added cost for block, concrete, several yards of fill dirt and the tractor work for compaction

Elevated Front Entry

Adds approximately \$4,000 to \$8,000 in cost per home



Fenestration & Transparency

30% Fenestration / 50% Transparency

20% Fenestration / 50% Transparency



Front Elevation = 240sqft	
30% Fenestration / 50% Transparency	20% Fenestration / 50% Transparency
72sqft Fenestration / 48sqft Transparency	36sqft Fenestration / 24sqft Transparency
3 Windows @ \$600 per = \$1,800.00	2 Windows @ \$600 per = \$1,200.00
Potential Cost Savings (\$600 x 60) = \$36,000.00 Annually / Savings over 5 years = \$180,000.00	

Wall Composition

Design Requirement

Building materials shall be appropriate to the selected architectural style and **shall be consistent throughout the structure**

Effects of Requirement

Allowing a stucco primary façade with struck block secondary façade allows for flexible options and a cost savings of approximately \$2,500 per home vs consistent stucco.

Sidewalks to Nowhere!

Sidewalk costs can range between \$1,000 to upwards of \$3,000+ depending on the sqft needed. Often when redeveloping infill lots in established neighborhoods, requiring 50ft of sidewalk not only adds additional costs, it also creates a liability/hazard directly in front of the home



Total Added Costs

Zoning Requirements	Addition Costs per Home
Elevated Front Entry	\$4,000 - \$8,000
Fenestration and Transparency	\$600 (per window)
Wall Composition	\$2,500
Sidewalk	\$1,000 to \$3,000
TOTAL ADDITIONAL COSTS	\$6,000 to \$15,000 per home

What Does this Mean for a Nonprofit Developer

- Higher Costs for Homeowners
- Greater Subsidies Required
- Reduced Capacity to Build
- Increased Regulatory Hurdles



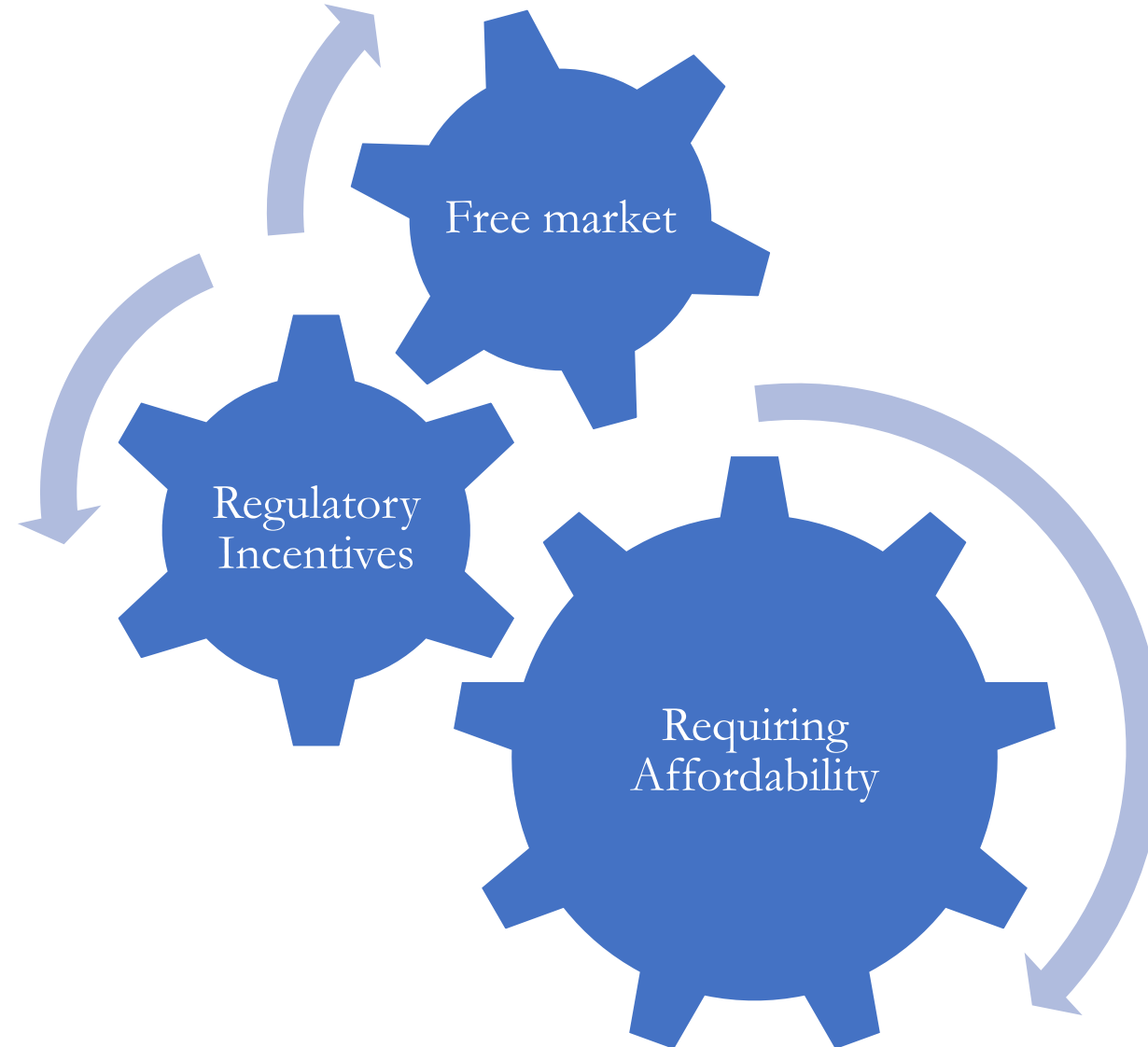
IV. Best Practices for Regulatory Reform

Study first, solutions second

- Explore local data and the land use policies explained in this training
- Then, using this knowledge, identify where policies need to be improved to require, facilitate, and encourage affordable housing development
- For example, if your community has a housing shortage of affordable units serving up to 80% AMI and you know your zoning code caps the number of legal units below the amount needed to meet this gap, start with a density bonus and incentive program for units serving up to 80% AMI
- Similarly, if you know your design standards unreasonably increase the cost of development by \$10k, amend your design standards



The regulatory balancing act



The Three Acts - Revisited

- You may only want to require affordability for developments seeking a substantial re-zoning or in prime opportunity areas. To encourage affordability, you may lower lot size requirements City-wide in hopes of encouraging smaller, more affordable units over time.

Require

- Large-scale development (100+ units)
- Substantial re-zonings
- Near transit & employment centers
- Projects seeking public subsidy

Facilitate

- Non-profit sector
- Expedited Permitting
- Administrative approvals > public hearings
- RFP for government-owned land

Encourage

- Allowing smaller housing types by right
- Lowering minimum lot sizes
- Density bonus & incentive program

Don't give away too much without affordability in return

- Just because local government makes it cheaper to build or allows more units to be built, **that does not mean that the new units will actually be affordable** (especially to households making up to 80% AMI)
- Again, housing prices are set at whatever the market will bear
- There have been examples of local governments that amended their zoning codes to make them more flexible, gave too much away as-of-right, and now cannot require affordability through the land development code



Preserve the greatest incentives for deed-restricted housing

- Relaxing development standards to facilitate more market-rate housing supply will not produce all the affordable housing needed
- Preserve the greatest zoning benefits for deed-restricted housing; developments you **know** will be affordable long-term
 - Density bonuses
 - Substantial re-zonings
 - Impact fee waivers



Incentive example: Impact fee waivers

- Florida law allows local governments to waive impact fees for affordable units
- However, local government will likely need a cap on how many impact fees in total can be waived
- Since an impact fee waiver is a limited resource, **preserve the waiver for units that will be affordable long-term** and require that the impact fee waiver actually results in lower housing prices
- **Consider:** provide impact fee waivers only to nonprofit developers with a track record of providing long-term affordable housing.



Increasing density – as a bonus or by-right?

- Increasing density is one of the most valuable bargaining chips a local government has to offer
- Before increasing densities across the board as-of-right, **strongly consider** conditioning density increases on the provision of affordable housing
- Consider density minimums
- Don't give away too much!



Allowing missing middle housing

- More communities are adopting ordinances to allow more accessory dwelling units, duplexes, triplexes, townhomes by-right. This is good!
- Keep in mind: just because a unit is smaller, that does not mean that it will be affordable to households up to 80% AMI
- **Consider:** Allow more housing types by-right and pair other land use tools to facilitate the affordable missing middle units
 - Expedited permitting for affordable duplexes
 - Fee waivers



Inclusionary zoning (IZ)

- Land use policy that requires certain market-rate developers to set-aside a specified number of affordable units within a market-rate development
- Under state law, local government must “fully offset all costs” associated with required affordable units under an IZ ordinance
- Partner with a non-profit organization that can manage the affordable units; this takes the obligation off the market-rate developer



Seeking public dollars? Require affordability

- If a developer seeks public dollars for things like infrastructure improvements, this is an opportunity to require affordable housing in return
- For example, if a large-scale developer (100+ units) seeks public dollars for wastewater infrastructure, roads, or other infrastructure needs, condition the public support on the developer setting aside x% of units as affordable housing
- This voluntary, negotiated development process can ensure that public dollars support public goods in the form of affordable housing



Final thoughts

- There is not one way to go about regulatory reform for affordable housing – it requires knowing local data and local policy.
- Condition the most favorable zoning benefits on housing affordability.
- **The key is to be able to adapt.** If local reforms are producing more units, but those units are not affordable, be willing to make changes.





V. Utilizing the Affordable Housing Advisory Committee (AHAC)

Affordable Housing Advisory Committees (AHAC)

- Required for every SHIP jurisdiction that receives above \$350,000 in a fiscal year
- 8-11 members representing all aspects of the housing industry
- Each AHAC produces an **annual** report which includes recommendations on implementing a variety of affordable housing incentives
- Can engage in other affordable housing activities under City/County direction



The AHAC can be a catalyst for regulatory reform

- Utilizing its collective expertise from all aspects of the local housing industry, the AHAC can produce actionable recommendations to increase the affordable housing stock
- Key considerations:
 - Recruit active members of the housing industry who will be engaged throughout the process
 - Engage key housing & planning staff to educate members on existing policies and local housing data
 - Take time to review existing policies and seek out new strategies
 - Encourage input from all AHAC members
 - Implement the recommendations in the AHAC report



Local Perspective: How to use the AHAC as a tool for good

Matthew Wyman,
Leon County
Housing Services Manager
wymanm@leoncountyfl.gov







AFFORDABLE HOUSING CATALYST PROGRAM

[Register Here](https://register.gotowebinar.com/register/6971231788987698702) or at
<https://register.gotowebinar.com/register/6971231788987698702>

Regulatory & Land Use Issues Affecting Affordable Housing Workshop #3

When: Wednesday, June 23 @ 2pm-3:30pm

Topics Covered:

- How to incorporate disaster resiliency in affordable housing planning
- 2021 Resiliency Legislation
- Mitigation housing strategies
- Creation of a Social Vulnerability Index

FLORIDA HOUSING COALITION PUBLICATIONS

Access these valuable resources and more under the Publications tab at Flhousing.org

Housing News Network Journal

Florida Home Matters Report

Accessory Dwelling Unit (ADU) Guidebook

Adaptive Reuse of Vacant Rentals

Affordable Housing Resource Guide

Affordable Housing Incentive Strategies

CLT (Community Land Trust) Primer

CLT Homebuyer Education – Teacher’s Guide

CLT Homebuyer Education – Buyer’s Guide

Community Allies Guide to Opportunity Zones

Community-Based Planning Guide

Creating a Local Housing Disaster Recovery

Creating Inclusive Communities in Florida

**Credit Underwriting Guide for Multi-Family
Affordable Housing in Florida**

**Developing & Operating Small Scale Rental
Properties**

**Disaster Management Guide for Housing
Landlord Collaboration Guidebook**

PSH Property Management Guidebook

Residential Rehabilitation Guide

SHIP Administrators Guidebook

Surplus Lands Guidebook

**Supporting Households Moving Out of
Homelessness**

Using SHIP For Rental Housing



Contact Us

Item #6.



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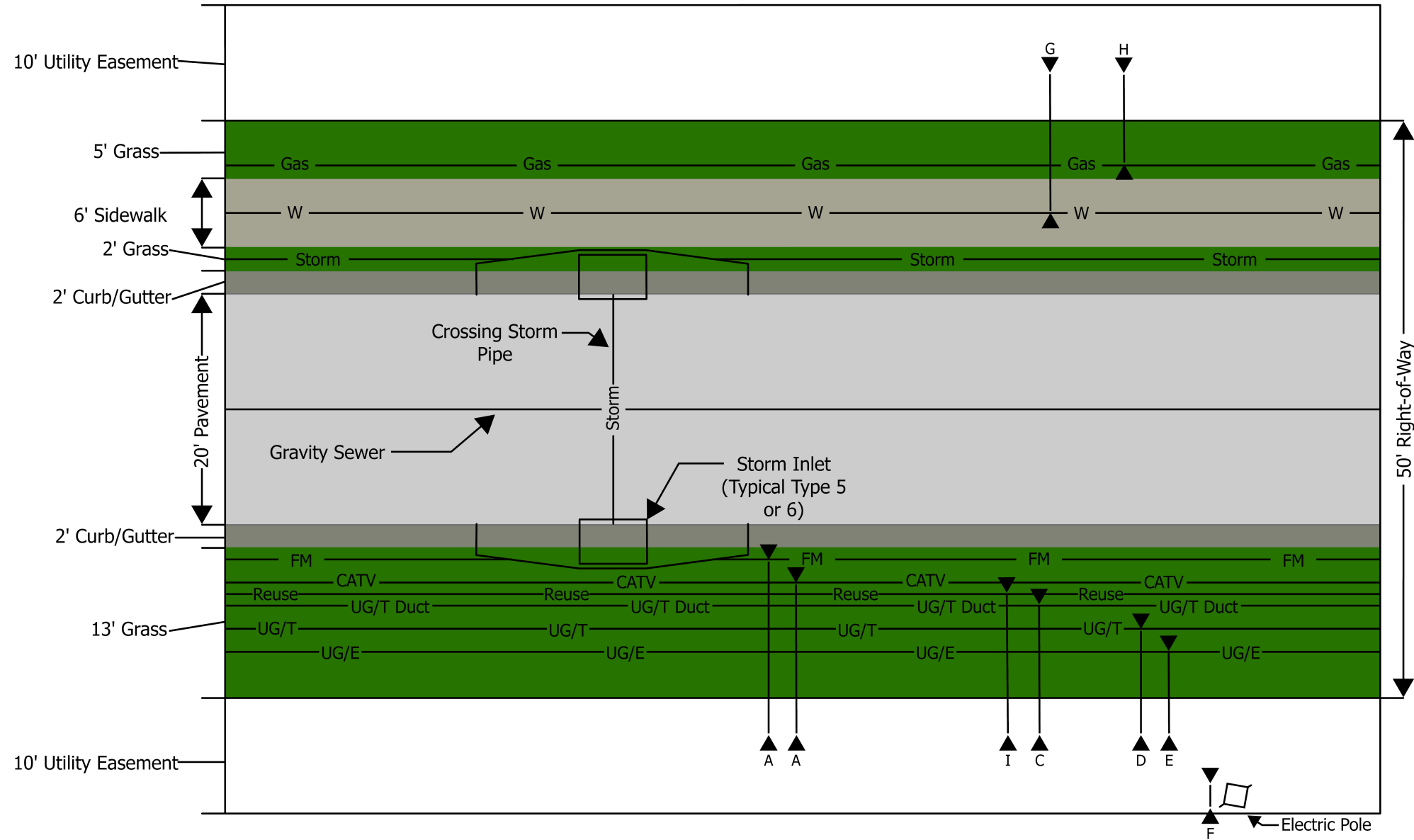


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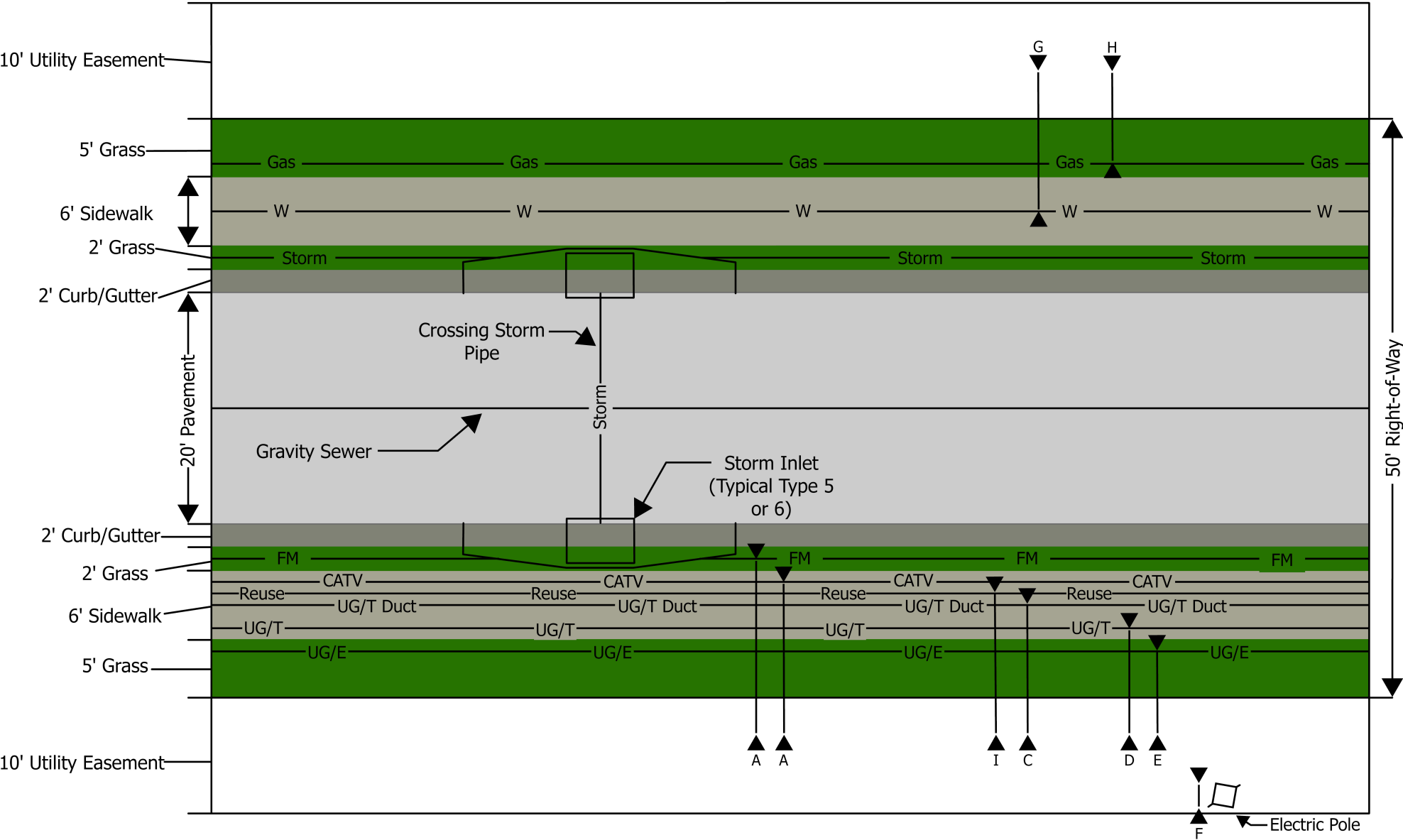
Minor Roadway

UTILITY	DIMENSION SYMBOL	LOCATION	UNDERGROUND DEPTH
FORCE MAIN	A	11'	48"
CABLE TV	B	9'	24"
TELEPHONE CONDUIT	C	7'	30"
TELEPHONE CABLE	D	5'	30"
ELECTRIC CONDUIT	E	3'	36"
ELECTRIC POLE	F	1'	---
SANITARY SEWER	---	CENTER	VARIES
WATER	G	8'	36"
GAS	H	4'	36"
REUSE FORCE MAIN	I	---	---



Collector Roadway

UTILITY	DIMENSION SYMBOL	LOCATION	UNDERGROUND DEPTH
FORCE MAIN	A	11'	48"
CABLE TV	B	9'	24"
TELEPHONE CONDUIT	C	7'	30"
TELEPHONE CABLE	D	5'	30"
ELECTRIC CONDUIT	E	3'	36"
ELECTRIC POLE	F	1'	---
SANITARY SEWER	---	CENTER	VARIES
WATER	G	8'	36"
GAS	H	4'	36"
REUSE FORCE MAIN	I	---	---



Affordable Housing Incentive Discussion

Potential Changes to Encourage Affordable Housing

- ▶ Accessory Dwelling Units
- ▶ Revising Enclosed Garage Requirements
- ▶ Reduce Minimum Building Size Requirements
- ▶ Modification of Street Design Requirements

Accessory Dwelling Units

What Is An ADU?



Commonly known as an in-law suite, garage apartment, or granny flat, an Accessory Dwelling Unit (ADU) is a separate living unit on the same lot as a single family home.

ADUs can be built attached or detached to your home and have independent access to give an aging relative the chance to continue living independently while remaining close to family members who can offer assistance within seconds when needed.



ADU Criteria

Item #6.

1. Accessory dwelling units may only be located on property that is subject to an existing homestead exemption or on property that meets the requirements for a homestead exemption which the property owner has applied for through the Clay County Property Appraiser's Office with the expectation that the exemption will be granted.
2. The unit shall be developed in conjunction with or after development of the principal dwelling unit and the owner of the property must reside within either the principal or the accessory dwelling unit.
3. Accessory dwelling units shall provide additional parking to the primary residence pursuant to the parking requirements for single family homes as set forth in Sec. 113-157 Off Street Parking requirements matrix in the City Land Development Code.
4. No accessory dwelling unit shall be sold separately from the principal dwelling unit.
5. The gross floor area of the accessory dwelling unit shall not exceed 50 percent of the gross floor area of the principal structure, The accessory dwelling unit shall be no less than 200 square feet of air-conditioned floor area.
6. The accessory dwelling unit can be attached or detached to the primary residence. Accessory dwelling units attached to the principal structure shall be physically separated from said structure so as to prevent direct, internal access between the primary structure and the accessory dwelling units. Detached accessory dwelling units shall be behind the primary structure adjacent to all roadway frontages and comply with the setback requirements for a primary residence in the underlying zoning district and shall not exceed the height of the primary structure.
7. The accessory dwelling unit combined with the primary residence and other structures shall meet the density requirements of the underlying zoning district with the exception that the minimum lot area must be 7,500 square feet.
8. Independent utility meters shall be provided to the ADU.
9. An accessory dwelling unit shall be treated as a townhome unit for impact fees.
10. A certification in the permit application for requests to construct an accessory dwelling units shall be provided that requires the applicant to certify whether their property is part of a deed restricted community or subject to a homeowner's, neighborhood or master association and, if answered in the affirmative, that the applicant has confirmed an accessory dwelling units are allowed under the deed restrictions and/or rules of the homeowner's, neighborhood or master association, as applicable.

Garage Requirements

► Sec. 117-5- Enclosed Garages

All residential dwelling units within the city in any land use district or zoning category shall have an attached or detached enclosed garage of at least ten feet by 20 feet.

Proposed Language:

(8) New and redevelopment of a residential dwelling for Affordable Housing for Low and Very Low Income persons as defined in Section 105-7 shall be exempt from this requirement. In order to apply for this exemption, an applicant shall submit an application meeting the requirements set forth in Section 105-17 (b) or provide confirmation that the residential new construction shall be funded pursuant to a governmental affordable housing program for low and very low income persons.

Building Size Requirements

Building Size R-1/R-1A:

Minimum living area: 1,250 square feet, together with an attached or detached enclosed garage of at least ten feet by 20 feet.

R-2: Minimum living area is 1,000 square, together with an attached or detached enclosed garage of at least ten feet by 20 feet.

Proposed Language:

Residential Building Size will be a minimum of 900 square feet, together with an attached or detached enclosed garage of at least ten feet by 20 feet.

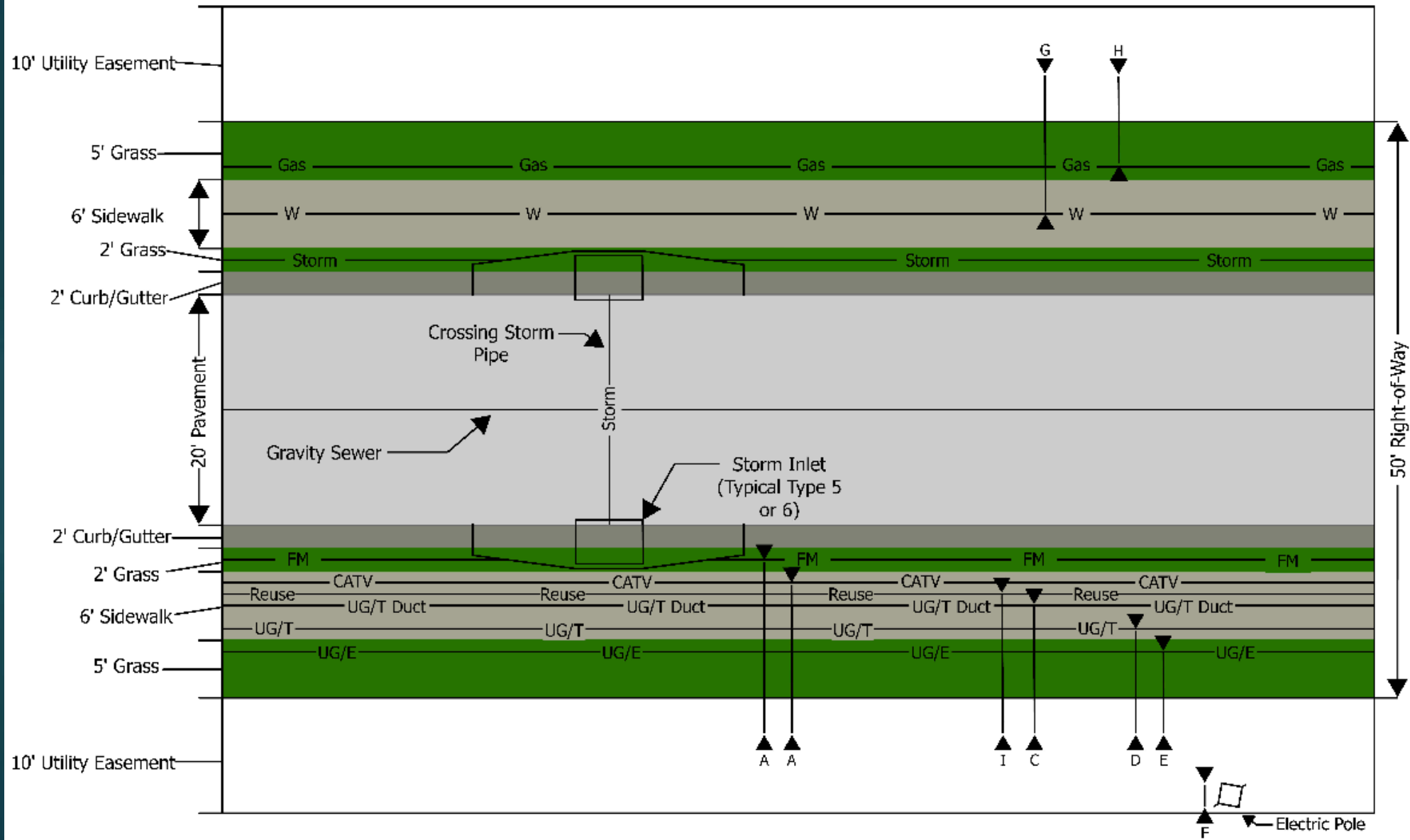
Street Design Standards

Street Type	Number of Lanes	Pavement Widths	Right-of-Way Widths
Local streets	2—10' moving	22'	50'
Collector streets	2—10' moving	22'	50'
Minor arterial streets	Normal road configuration	26'	100'
Principal arterial streets	Normal road configuration	50'	200'

- Pavement widths include 1' of curb & gutter on each side
- On street parking shall only be allowed subject to an agreement between the City and the subdivision homeowner's association (or similar) addressing on-street parking management.

Roadway Design-Collector

Item #6.



Staff Recommendation

- ▶ Recommend approval of the first reading of Ordinance No. O-5-2025, amending City Code Chapter 113 Article II, Chapter 117 Article I, II, and establishing Chapter 117, Article XI, Section 117-798 Accessory Dwelling Units for form and legality.

Sec. 67.606. Alternative Housing Transportation Standards.

- (a) Alternative Housing streets shall be designed to function as local streets. It shall be the responsibility of the developer to ensure the proper function where vehicular noise, congestion and speeds are minimized through the use of a combination of landscape, hardscape and road surface treatment. The street right-of-way and optional city services easement shall support multi-modal transportation including autos, pedestrians, and bicycles.
- (b) The internal street system shall be designed so that at least ninety percent (90%) of the street segments interconnect.
- (c) Wherever an Alternative Housing development abuts unplatted land or a future development phase of the same development, street stubs shall provide access to abutting properties or to logically extend the street system into the surrounding area.
- (d) *Parking Standards/Residential Development.*
 - (1) Parking for single family and two family development shall be designed and constructed as a paved or acceptable alternative hard surface.
 - (2) All required parking spaces for single family and two family development shall be located outside the required front yard setback. For two family development, on-street parking directly abutting a lot may be counted toward fulfilling the off-street parking requirement except where lot width, driveway widths or location, street widths or other right-of-way design elements limits the number of available on-street parking spaces. One parking space credit shall be given for each full space abutting a lot on streets with a minimum 24' wide pavement width, not including curb and gutter. Where an on-street space abuts more than one lot, no parking space credit shall be given. Where on-street parking is credited, access drives shall be situated so that there is a minimum of one full parking space in front of each lot.
- (e) Those streets determined during Preliminary Plat or Short Form Plat review to function as residential collectors shall conform with the standards established in Chapter 61 or as modified by the City Transportation Engineer and City Engineer. Those streets determined to be classified higher than a residential collector shall conform to the Land Development Code Access Management Standards. Alleys and One way Local Streets shall be permitted only at the discretion of the Public Works Director and the Planning Official. The remaining streets shall conform with the following cross section standards:
 - (1) *AH Local Street #1:* Provides access for service vehicles and access to adjacent land use. Local Streets #1 should carry only traffic having either destination or origin on the street itself. Local Streets #1 may interconnect with streets outside the Alternative Housing development.

Land Use: Single family, two family.

Max. Density: 12 du/ac.

Specs	Alternative Specs
50' ROW	40' ROW (sidewalks located in easements outside of the right-of-way)
24', 20', or 18', total pavement widths*	24', 20', or 18' total pavement widths*
Two 5' wide sidewalks	Two 5' wide sidewalk easements
Two 6' wide parkways**	Two 6' wide parkways**
Two unmarked travel lanes	Two unmarked travel lanes
Parking lanes*	Parking lanes*
15' minimum curb radii	15' minimum curb radii

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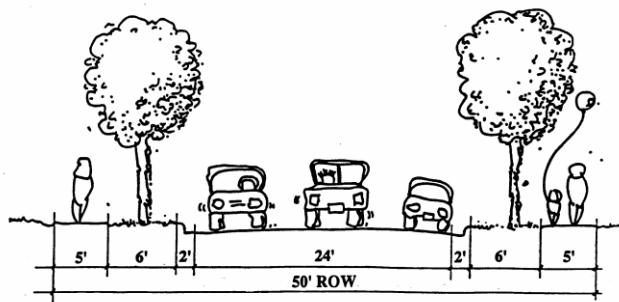
(Supp. No. 88)

25 mph posted speed limit	25 mph posted speed limit
2' standard curb and gutter both sides	2' standard curb and gutter both sides

***Pavement Width and Parking Lane Alternatives:**

- a) As part of the 24' total pavement width, two unmarked parking lanes are permitted.
- b) As part of 20' total pavement width, one unmarked parking lane is permitted with "no parking" signs posted by the developer on one side of the street.
- c) As part of the 18' total pavement width, no on-street parking shall be permitted, and the developer shall be required to post "no-parking" signs on both sides of the street.

****The 6' wide parkway can be reduced to 3' wide with the approval of the City Engineer and City Transportation Engineer.**



- (2) **AH Local Street #2:** Provides access for service related vehicles and access to adjoining land use. The Local Street #2 may carry a small amount of residential through traffic generated from AH local streets.

Land Use: Single family, two family.

Max. Density: 21 du/ac.

Specs	Alternative Specs
62' ROW	50' ROW* (sidewalks located in easements outside of the right-of-way)
34', 24', 20', or 18' total pavement widths*	34', 24', 20', or 18' total pavement widths*
Two 5' wide sidewalks	Two 5' wide sidewalk easements
Two 7' wide parkways**	Two 6' wide parkways**
Two unmarked travel lanes	Two unmarked travel lanes
Parking lanes*	Parking lanes*
15' minimum curb radii	15' minimum curb radii
25 mph posted speed limit	25 mph posted speed limit
2' standard curb and gutter both sides	2' standard curb and gutter both sides

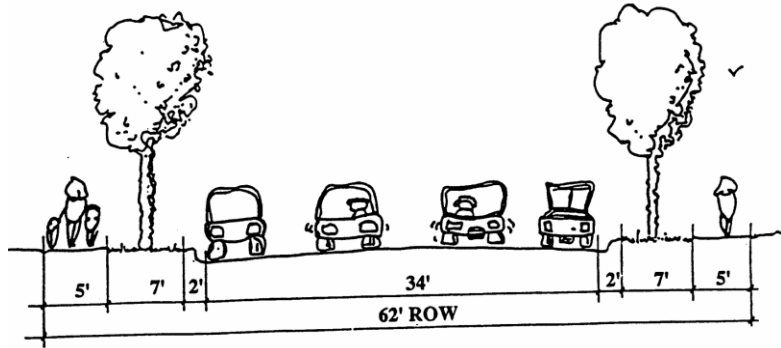
***Pavement Width and Parking Lane Alternatives:**

The parking lanes on AH Local Street #2 shall be unmarked unless striped parking is approved by the City Transportation Engineer.

- a) As part of the 34' total pavement width, two unmarked parking lanes are permitted.
- b) As part of the 24' total pavement width, two unmarked parking lanes are permitted.

- c) As part of the 20' total pavement width, one unmarked parking lane is permitted with "no parking" signs posted by the developer on one side of the street.
- d) As part of the 18' total pavement width, no on-street parking shall be permitted, and the developer shall be required to post "no-parking" signs on both sides of the street.

**The parkway widths may be reduced to 6' to permit the 50' alternative right-of-way width. The parkways can be further reduced to 3' wide with the approval of the City Engineer and the City Transportation Engineer.



- (3) *AH Cul-de-Sac*: Purpose is to provide access for service vehicles and access to lower density land uses and to allow flexibility in the design of AH cross sections.

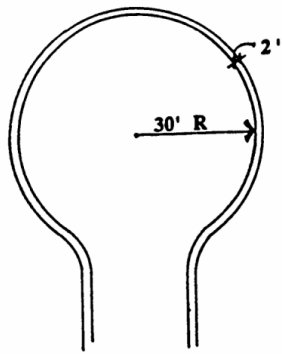
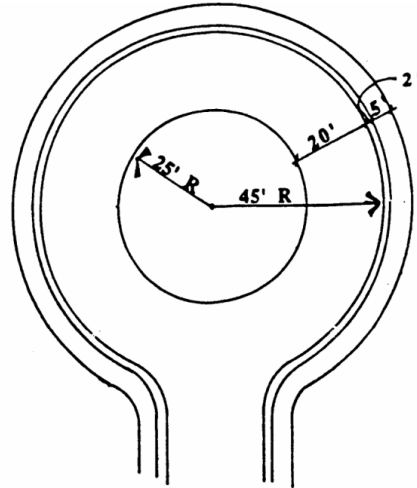
Land Use: Single family, two family.

Specs: (Both options align with Local Street #1):

Option A*	Option B*
39' radius ROW	52' radius ROW
	5' sidewalk
	25' radius center landscaped island with curbs or decorative pavers
7' wide parkway	7' wide parkway
30' radius paved area	20' paved travel lane
15 mph posted speed limit	15 mph posted speed limit
2' standard curb and gutter	2' standard curb and gutter

*Culs-de-sac shall be on street segments no longer than 700'. 7' wide parkway is optional and can be reduced to 3' wide with approval of the City Engineer and City Transportation Engineer.

No street parking shall be permitted on circle. "No parking" signs shall be installed by the Developer per the MUTCD.

**AH CUL-DE-SAC OPTION A****AH CUL-DE-SAC OPTION B**

(Ord. of 2-22-1993, Doc. #26393; Ord. of 6-20-1994, Doc. #27637)

ORDINANCE NO. O-05-2025

AN ORDINANCE AMENDING CHAPTER 113 & 117 OF THE CITY OF GREEN COVE SPRINGS CODE TO ADDRESS COMPATIBILITY WITH AFFORDABLE HOUSING DEVELOPMENT; AMENDING CHAPTER 113, SEC 113-66 TO REVISE STREET RIGHT OF WAY DESIGN STANDARDS; AMENDING CHAPTER 117-3 TO INCLUDE ACCESSORY DWELLING UNITS AS PERMITTED USES IN RESIDENTIAL ZONING DISTRICTS; AMENDING CHAPTER 117-5, TO ADDRESS ENCLOSED GARAGE REQUIREMENTS IN CONJUNCTION WITH SINGLE FAMILY HOME DEVELOPMENT; AMENDING CHAPTER 117-6 TO ADD LOT REQUIREMENTS FOR ACCESSORY DWELLING UNITS; AMENDING ARTICLE II, DIVISION 2,2.5, 3, 4 &5 TO ADD ACCESSORY DWELLING UNITS AS AN ACCESSORY USE AND REDUCE RESIDENTIAL SINGLE FAMILY BUILDING SIZE REQUIREMENTS IN ALL RESIDENTIAL ZONING DISTRICTS; AMENDING SECTION 117-515 IN THE GATEWAY CORRIDOR RESIDENTIAL DISTRICT TO MEET THE REQUIREMENTS OF THE RESIDENTIAL SINGLE FAMILY, R-1A ZONING DISTRICT; CREATE CHAPTER 117, ARTICLE XI, CREATE SECTION 117-798 TO INCLUDE CRITERIA FOR ACCESSORY DWELLING UNITS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the city is undergoing an update to our Affordable Housing Requirements as set forth in the Comprehensive Plan Goal 3, Objective 3.1 Policy 3.1.4 and Florida Statutes Section 420.9076; and

WHEREAS, as part of the amendments of the Comprehensive Plan, the city has promoted the development of all housing types for all income ranges, including low- and moderate-income households; and

WHEREAS, it is necessary to amend the land development regulations to ensure compatibility with the Comprehensive Plan policies; and

WHEREAS, the City Code was adopted to promote the health, safety, morals and general welfare of the community; and

WHEREAS, the Green Cove Springs City Council has determined that this amendment is consistent with the Comprehensive Plan, is in the best interest of the public, and will promote the public health, safety and welfare of the city.

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

SECTION 1. That Chapter 113-66 be amended as follows:
Sec. 113-66. - Street classification standards.

The following table specifies the number of lanes, pavement and right-of-way widths for residential, collector, and arterial streets. These requirements should be read in conjunction with the foregoing street type descriptions.

Street Type	Number of Lanes	Pavement Widths	Right-of-Way Widths
Local streets	2—10' moving	22'	50'
Collector streets	2—10' moving	22'	50'
Minor arterial streets	Normal road configuration	26'	100'
Principal arterial streets	Normal road configuration	50'	200'

- Pavement widths include 1' of curb & gutter on each side
- On street parking shall only be allowed subject to an agreement between the City and the subdivision homeowner's association (or similar) addressing on-street parking management.

SECTION 2. That Chapter 117 Section 117-3(a) shall be amended as follows:

Use Category	Use Type	R-1	R-1A	R-2	R-3	RRF ⁵	RPO ⁶	C-1 ⁸	C-2	RC ²⁹	GCR (RLD)	GCR (RMD)	GCN ²⁰	GCC	INS ²⁶	M-1	M-2	FBC Downtown Core	FBC Primary Corridor	FBC Secondary Corridor	FBC Transition
Residential Uses																					
Residential Operation	Home Occupation ¹	SE	SE	SE	SE		P	P	P		SE	SE	P	P					P	P	P
Residential Type	Mobile Home Park				SE ³																
	Multifamily Dwelling			SE ²	P ⁴ /SE ³²	P						SE ²	p ²	p ²³				P	P	P	P
	Single-family Dwelling, Detached	P	P	P	P	P	P	P	P		P	P	P	P				P	P	P	P
	Single-family Dwelling, Attached			SE ²	SE ²	P	P	P	P			SE ²	p ²	p ²				P	P	P	P
	Two-family dwelling			SE ²	P	P														P	P
	Accessory Dwelling Unit	p ³⁴	p ³⁴	p ³⁴	p ³⁴	p ³⁴	p ³⁴	p ³⁴	p ³⁴		p ³⁴	p ³⁴	p ³⁴	p ³⁴							

SECTION 3. That Chapter 117 Section 117-3(c) shall be amended as follows:

(c) *Permitted use table footnotes.*

P - Permitted. SE—Allowed by Special Exception.

1. Subject to the conditions set forth in section 117-789.
2. Single-family attached dwellings, up to four units.
3. Subject to the conditions in section 117-122(4)(a)–(j).
4. Multifamily dwelling units may omit garages through a special exception.
5. Subject to development criteria in section 117-148. Each RRF parcel requires a PUD rezoning in compliance with section 117-421 in order to be developed.
6. All permitted uses are subject to the conditions set forth in section 117-199.
7. Subject to the limitations in section 117-200(7).
8. Subject to the limitations in section 117-226.
9. No kennels. Subject to the limitations in section 117-200(7).
10. Musical instruments. Subject to the limitations in section 117-200(7).
11. Including repair incidental to sales. Subject to the limitations in section 117-200(7).
12. Not wholesale bakeries. Subject to the limitations in section 117-200(7).
13. Subject to the limitations of section 117-226.
14. Provided no manufacturing or storage for distribution is permitted on-premises.
15. Subject to the limitations outlined in section 117-228(10).
16. Light manufacturing, processing (including food processing but not slaughterhouse), packaging or fabricating.
17. Bulk storage yards, not including bulk storage of flammable liquids.
18. Race tracks for animals or vehicles.
19. Plumbing, electrical, mechanical, and sheet metal.
20. All uses must be in a totally enclosed building and no more than 20 percent of floor space to be devoted to storage. The permitted uses per section 117-540 are subject to the limitations in section 117-541(5)(b).
21. Automobile rental not included as a use permitted by special exception.
22. Establishments or facilities for automobile parts, sales, and service without use of an outdoor intercom or public address system or speakers, and no vehicle display racks that tilt vehicles in any way to show underside, unless they are located inside a show room.
23. Through special exception, multifamily dwelling units can be built without garages.
24. Rentals, excluding heavy equipment.
25. Veterinarian clinics within enclosed buildings.
26. The following are permitted uses in the institutional land use category, institutional zoning category: Any lawful civic, governmental, religious, public utility, and other public necessity uses or activities.
27. Subject to the limitations of section 117-297(5).
28. Golf courses and pro shop allowed by special exception.
29. Pursuant to section 117-355: Allowable uses are public recreation uses that are compatible with the environmental characteristics of the property and, if purchased with grant funds, are consistent with grant conditions. No development potential is associated with these lands; however, recreation facilities may be constructed as a part of recreation uses that are consistent with the land use category.
30. Subject to the conditions in section 117-796.
31. Beer and wine sales only.
32. Multifamily dwellings greater than 35 feet in building height.
33. Drive-through facility in conjunction with this use is not allowed.
34. Subject to the requirements of Section 117-798

SECTION 4. That Chapter 117 Section 117-5 be amended as follows:

Sec. 117-5. Enclosed garages required for all residential dwelling units.

All residential dwelling units within the city in any land use district or zoning category shall have an attached or detached enclosed garage of at least ten feet by 20 feet unless otherwise provided in this Code. Additional conditions and exceptions are as follows:

- (1) The requirement for garages may be eliminated in multifamily dwelling units with a special exception or by rezoning the property to a PUD. This requirement shall apply to all new construction.
- (2) All existing carports as of the date of adoption of the ordinance from which this chapter is derived in any residential zoning district shall be allowed. This shall not require construction of a garage at these properties. The size of a carport cannot be increased or another carport constructed on the site. A carport of the same size can be rebuilt on the site if it is destroyed by a calamity, such as fire or wind.
- (3) Remodeling of an existing dwelling unit, including enclosing a carport to living space, without a garage would not trigger constructing a garage. This would also include remodeling of an existing dwelling unit without a garage that increases the square footage.
- (4) Converting an existing garage into living space is not permitted, unless a garage is added to site.
- (5) Adding a carport to an existing residential site that has a garage is not permitted.
- (6) New carports except as set forth in subsection (2) of this section, cannot be constructed in the city.
- (7) Existing carports are permitted to be converted to a garage or living space.
- (8) New and redevelopment of a residential dwelling for Affordable Housing for Low and Very Low Income persons as defined in Section 105-7 shall be exempt from this requirement. In order to apply for this exemption, an applicant shall submit an application meeting the requirements set forth in Section 105-17 (b) or confirmation that the residential new construction shall be funded pursuant to a governmental affordable housing program for low and very low income persons.

SECTION 5. That Chapter 117 Section 117-6(a) LIVING AREA (Minimum square feet) be amended as follows:

Sec. 117-6. - Lot requirements table.

(a) Lot requirements table.

	R-1	R-1A	R-2	R-3	RPO	C-1	C-2	REC	GCR ² RLD	GCR ² RMD	GCN	GCC	INS	M-1	M-2	FBC ¹			
																Downtown	Primary	Secondary	Transition
LIVING AREA (Minimum square feet):																			
Single-family dwelling unit, detached	1250 900	1250 900	1000 900	1000 900	1000 900	1000 900	1000 900		1250 900	1000 900	1000 900	1000 900					1000 900	1000 900	1000 900
Single-family dwelling unit, attached			1000 900	1000 900	1000 900	1000 900	1000 900			1000 900	1000 900	750							
Multi-family dwelling unit				1000 900								1000 900							
Mobile Home Park/Subdivision				NMR															
Nonresidential uses					NMR	NMR	NMR	NMR			NMR	NMR	NMR	NMR	NMR				

SECTION 6. That Chapter 117 Section 117-61 be amended as follows:**Sec. 117-61. - Permitted uses.**

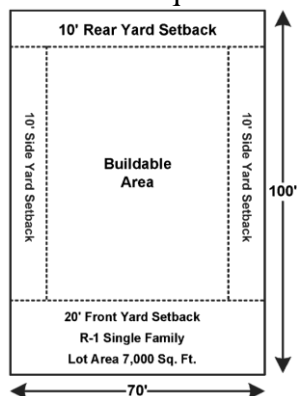
The following are permitted uses in the residential low density land use, R-1 zoning category:

- (1) Single-family detached dwellings;
- (2) Golf courses and country clubs, with customary accessory uses;
- (3) Temporary buildings used for construction purposes, for a period not exceeding the duration of the building permit;
- (4) Customary accessory buildings and structures, including portable or temporary buildings, private garages and noncommercial greenhouses and workshops, provided they are located in the rear yard and are not closer than three feet to the rear property line, and meet the side yard requirements of the district;
- (5) Portable storage units for onsite storage meeting the requirements and conditions referenced in section 117-794;
- (6) **Additional Dwelling Units (ADUs) subject to the requirements of Section 117-798.**

SECTION 7. That Chapter 117 Section 117-63 be amended as follows:**Sec. 117-63. - Density controls.**

Density controls in the residential low density land use, R-1 zoning category shall be as follows:

- (1) Minimum required lot area: 7,000 square feet;



- (2) Minimum required lot width: 70 feet;
- (3) Minimum required front yard: 20 feet;
- (4) Minimum required rear yard: Ten feet;
- (5) Minimum required side yard: Ten feet;
- (6) Minimum living area: ~~1,250~~ 900 square feet, together with an attached or detached enclosed garage of at least ten feet by 20 feet. Attached garages shall be architecturally integrated into the design of the dwelling and structurally connected;
- (7) Maximum lot coverage: 35 percent;
- (8) Maximum structure heights: 35 feet.

SECTION 8. That Chapter 117 Section 117-71 be amended as follows:**Sec. 117-71. - Permitted uses.**

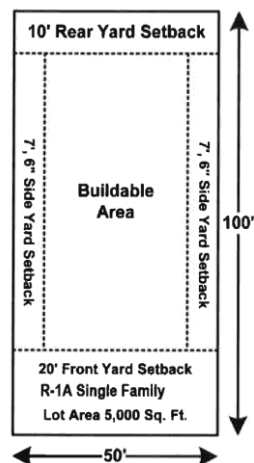
The following are permitted uses in the residential low density land use, R-1A zoning category:

- (1) Single-family detached dwellings;
- (2) Golf courses and country clubs, with customary accessory uses;
- (3) Temporary buildings used for construction purposes, for a period not exceeding the duration of the building permit;
- (4) Customary accessory buildings and structures, including portable or temporary buildings, private garages and noncommercial greenhouses and workshops, provided they are located in the rear yard and are not closer than three feet to the rear property line, and meet the side yard requirements of the district;
- (5) Portable storage units for onsite storage meeting the requirements and conditions referenced in section 117-794;
- (6) **Additional Dwelling Units (ADUs) subject to the requirements of Section 117-798.**

SECTION 9. That Chapter 117 Section 117-73 be amended as follows:**Sec. 117-73. - Density controls.**

Density controls in the residential low density land use, R-1A zoning category shall be as follows:

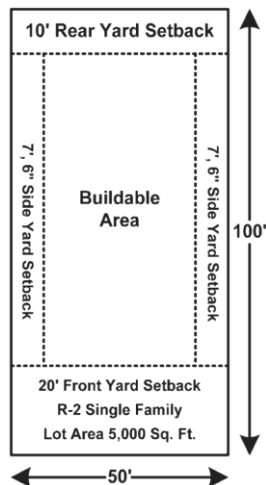
- (1) Minimum required lot area: 5,000 square feet;



- (2) Minimum required lot width: 50 feet;
- (3) Minimum required front yard: 20 feet;
- (4) Minimum required rear yard: Ten feet;
- (5) Minimum required side yard: Seven feet, six inches;
- (6) Minimum living area: ~~1,250~~ 900 square feet, together with an attached or detached enclosed garage of at least ten feet by 20 feet. Attached garages shall be architecturally integrated into the design of the dwelling and structurally connected;
- (7) Maximum lot coverage: 35 percent;
- (8) Maximum structure heights: 35 feet.

SECTION 10. That Chapter 117 Section 117-88 be amended as follows:**Sec. 117-88. - Density controls.**

- (a) *Detached dwellings.* The density controls for detached dwellings in the residential medium density land use, R-2 zoning category shall be as follows:



- (1) Minimum required lot area: 5,000 square feet;
 - (2) Minimum required lot width: 50 feet;
 - (3) Minimum required front yard: 20 feet;
 - (4) Minimum required rear yard: Ten feet;
 - (5) Minimum required side yard: Seven feet, six inches;
 - (6) Minimum required living area: ~~1,000~~ 900 square feet together with an attached or detached garage of at least ten feet by 20 feet. Attached garages shall be architecturally integrated into the design of the dwelling and structurally connected;
 - (7) Maximum lot coverage: 35 percent;
 - (8) Maximum structure height: 35 feet.
- (b) *Attached dwellings.* The density controls for attached dwellings in the residential medium density land use, R-2 zoning category shall be as follows:
- (1) Minimum required lot area:
 - a. Two-family: 8,500 square feet;
 - b. Three-family: 12,500 square feet;
 - c. Four-family: 16,500 square feet;
 - (2) Minimum required lot width:
 - a. Two-family: 75 feet;
 - b. Three-family: 100 feet;
 - c. Four-family: 150 feet;
 - (3) Minimum required front yard: 20 feet;
 - (4) Minimum required side yard: Ten feet or ten percent of lot width, whichever is greater;
 - (5) Minimum required rear yard: Ten feet;
 - (6) Minimum required living area: ~~1,000~~ 900 square feet;
 - (7) Maximum lot coverage: 35 percent;

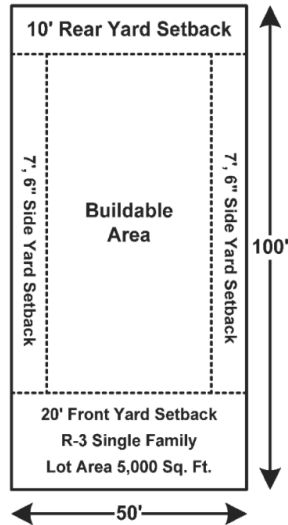
(8) Maximum structure height: 35 feet.

SECTION 11. That Chapter 117 Section 117-123 be amended as follows:

Sec. 117-123. - Density controls.

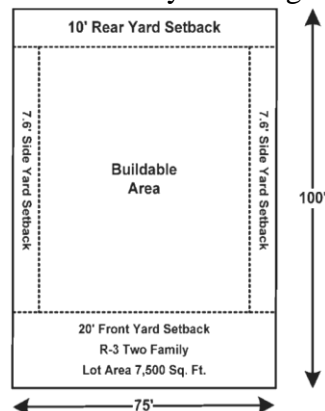
Density controls in the residential high density, R-3 zoning category shall be as follows:

(1) For single-family dwellings in the residential medium density, R-2 zoning category:



- a. Minimum required lot area: 5,000 square feet;
- b. Minimum required lot width: 50 feet;
- c. Minimum required front yard: 20 feet;
- d. Minimum required rear yard: Ten feet;
- e. Minimum required side yard: Seven feet, six inches;
- f. Minimum required living area: ~~1,000~~ 900 square feet together with an attached or detached garage of at least ten feet by 20 feet. Attached garages shall be architecturally integrated into the design of the dwelling and structurally connected;
- g. Maximum lot coverage: 35 percent;
- h. Maximum structure height: 35 feet.

(2) For two-family dwellings:



- a. Minimum required lot area: 7,500 square feet;
 - b. Minimum required lot width: 70 feet;
 - c. Minimum required front yard: 20 feet;
 - d. Minimum required rear yard: Ten feet;
 - e. Minimum required side yard: Seven feet, six inches; or ten percent of the lot width, whichever is greater;
 - f. Minimum required living area: 700 square feet per family;
 - g. Maximum lot coverage: 35 percent;
 - h. Maximum structure height: 35 feet.
- (3) For multiple-family dwellings:
- a. Minimum required lot area: 7,500 square feet for the first two dwelling units and 2,700 square feet for each additional unit that is added;
 - b. Minimum required lot width: 100 feet;
 - c. Minimum required front yard: 30 feet;
 - d. Minimum required rear yard: 20 feet for the first two stories. For each story in excess of two, the required rear yards shall be increased by five feet for each story so added;
 - e. Minimum required side yard on each side of the structure: Not less than ten feet for the first two stories. For each story in excess of two, the required side yards shall be increased by five feet for each story so added;
 - f. Minimum required living areas:
 - 1. Efficiency apartment: 800 square feet;
 - 2. One bedroom apartment: 800 square feet;
 - 3. Two bedroom apartment: 900 square feet;
 - 4. Three or more bedroom apartment: 900 square feet plus an additional 100 square feet for each bedroom over two bedrooms;
 - g. Maximum lot coverage: 40 percent;
 - h. Maximum structure height: 35 feet.
- (4) For mobile home parks and mobile home subdivisions:
- a. Minimum site area: Ten acres;
 - b. Maximum gross density: Six units per acre;
 - c. Minimum required site width: 100 feet on a public street;
 - d. Minimum yard requirements: Front, 15 feet; side, 7.5 feet; rear, ten feet;
 - e. Maximum site coverage: 40 percent;
 - f. Maximum structure height: 35 feet.
- (5) All residential dwelling units shall have an attached or detached garage of at least ten feet by 20 feet. Attached garages shall be architecturally integrated into the design of the dwelling and structurally connected.

SECTION 12. That Chapter 117 Section 117-146 be amended as follows:

Sec. 117-146. - Permitted uses.

The following are permitted uses in the residential riverfront, RRF land use category:

- (1) Single-family attached and detached dwelling units;
- (2) Duplexes;
- (3) Multifamily dwelling units with or without garages;

(4) Churches;

(5) Additional Dwelling Units (ADUs) subject to the requirements of Section 117-798.

SECTION 13. That Chapter 117 Section 117-540 be amended as follows:

Sec. 117-540. - Permitted uses.

The following and any determined similarly like or type uses not specifically described below are permitted uses in the gateway corridor neighborhood zoning category. All uses must be in a totally enclosed building:

- (1) Professional and storage offices;
- (2) Retail and repair establishments limited to the following: antique shops, art galleries or studios, art supplies, barbershops and beauty shops, book and stationery shops, cameras and photographic supplies, cigar or smoke shops, lock shops, convenience stores (not including gas pumps), drapery shops, financial institutions without drive-through facilities, florist shops, funeral homes, gift shops, gun sales and repair, hobby and craft shops, interior decorating, jewelry stores, leather shops, locksmiths, luggage shops, museums, office and/or business machines, office and/or business supplies, newsstands, opticians, paint and wallpaper stores, professional offices, shoe repair stores, tailor and/or dressmaker shops, watch repair and pawn shops;
- (3) Restaurants without drive-through facilities;
- (4) Retail outlets for the sale of food, drugs, including medical marijuana treatment center dispensing facilities, sundries and notions;
- (5) Single-family detached dwelling units;
- (6) Single-family attached dwellings, up to four units;
- (7) Churches;
- (8) Pre-school and child care centers; and
- (9) Home occupations.
- (10) Additional Dwelling Units (ADUs) subject to the requirements of Section 117-798.

SECTION 13. That Chapter 117 Section 117-542 be amended as follows:

Sec. 117-542. - Density controls.

Density controls in the gateway corridor neighborhood zoning category shall be as follows:

- (1) *Detached dwellings.* The density controls for detached dwellings in the gateway corridor neighborhood zoning category shall be as follows:
 - a. Minimum required lot area: 5,000 square feet;
 - b. Minimum required lot width: 50 feet;
 - c. Minimum required front yard: Ten feet;
 - d. Minimum required rear yard: Ten feet;
 - e. Minimum required side yard: Five feet;

- f. Minimum required living area: ~~1,000~~ 900 square feet with an enclosed garage of at least ten feet by 20 feet. Attached garages shall be architecturally integrated into the design of the dwelling and structurally connected; detached garages in the rear of the property are permitted;
 - g. Minimum pervious surface: 40 percent;
 - h. Maximum structure height: 35 feet;
 - i. Maximum number of stories: Three.
- (2) *Attached dwellings.* The density controls for attached dwellings in the gateway corridor neighborhood zoning category shall be as follows:
- a. Minimum required lot area:
 - 1. Two-family: 8,500 square feet;
 - 2. Three-family: 12,500 square feet;
 - 3. Four-family: 16,500 square feet;
 - b. Minimum required lot width:
 - 1. Two-family: 75 feet;
 - 2. Three-family: 100 feet;
 - 3. Four-family: 150 feet;
 - c. Minimum required front yard: Ten feet;
 - d. Minimum required side yard: Ten feet;
 - e. Minimum required rear yard: Ten feet;
 - f. Minimum required living area: ~~1,000~~ 900 square feet;
 - g. Minimum pervious surface: 30 percent;
 - h. Maximum structure height: 35 feet;
 - i. Maximum number of stories: Three.
- (3) *Commercial and professional offices.* The density controls for commercial and professional offices in the gateway corridor neighborhood zoning category shall be as follows:
- a. Minimum required lot area: None;
 - b. Minimum required lot width: None;
 - c. Minimum required front yard: Ten feet;
 - d. Minimum required rear yard: Ten feet;
 - e. Minimum required side yard: Ten feet;
 - f. Minimum pervious surface: 30 percent;
 - g. Maximum structure height: 35 feet. The maximum height may be increased to 50 feet. The building must be tiered back one foot for every foot over 35 feet;
 - h. Maximum number of stories: Three.

SECTION 15. That Chapter 117 Section 117-798 be created as follows:

Section 117-798. Accessory Dwelling Units

- (a) Residential accessory dwelling units shall be a permitted use in all residential zoning districts subject to the following criteria:
 - 1. Accessory dwelling units may only be located on property that is subject to an existing homestead exemption or on property that meets the requirements for a homestead exemption which the property owner has applied for through the Clay County Property Appraiser's Office with the expectation that the

exemption will be granted.

2. The unit shall be developed in conjunction with or after development of the principal dwelling unit and the owner of the property must reside within either the principal or the accessory dwelling unit.
3. Accessory dwelling units shall provide additional parking to the primary residence pursuant to the parking requirements for single family homes as set forth in Sec. 113-157 Off Street Parking requirements matrix in the City Land Development Code.
4. No accessory dwelling unit shall be sold separately from the principal dwelling unit.
5. The gross floor area of the accessory dwelling unit shall not exceed 50 percent of the gross floor area of the principal structure, The accessory dwelling unit shall be no less than 200 square feet of air-conditioned floor area.
6. The accessory dwelling unit can be attached or detached to the primary residence. Accessory dwelling units attached to the principal structure shall be physically separated from said structure so as to prevent direct, internal access between the primary structure and the accessory dwelling units. Detached accessory dwelling units shall be behind the primary structure adjacent to all roadway frontages and comply with the setback requirements for a primary residence in the underlying zoning district and shall not exceed the height of the primary structure.
7. The accessory dwelling unit combined with the primary residence and other structures shall meet the density requirements of the underlying zoning district with the exception that the minimum lot area must be 7,500 square feet.
8. The accessory dwelling unit shall have independent utility meters from the primary dwelling.
9. An accessory dwelling unit shall be treated as a townhome unit for impact fees.
10. A certification in the permit application for requests to construct an accessory dwelling units shall be provided that requires the applicant to certify whether their property is part of a deed restricted community or subject to a homeowner's, neighborhood or master association and, if answered in the affirmative, that the applicant has confirmed an accessory dwelling units are allowed under the deed restrictions and/or rules of the homeowner's, neighborhood or master association, as applicable.

SECTION 10. EFFECTIVE DATE. Upon its adoption by the City Council, this ordinance shall become effective immediately.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST
READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE
SPRINGS, FLORIDA, IN REGULAR SESSION THIS 1st DAY OF APRIL,
2025.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF
THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION
THIS 15th DAY OF APRIL, 2025.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** April 1, 2025
FROM: Mike Null, Asst. City Manager
SUBJECT: Public Hearing – Fair Housing presentation to support application for a grant in the 23-24 CDBG Grant cycle. *Mike Null and Melissa Fox, Fred Fox Enterprises*

BACKGROUND

The City has secured the services of Fred Fox Enterprises to submit a grant application in the 23-24 Communities Development Block Grant (CDBG) cycle. This fair housing presentation is part of the qualification and scoring process of the application.

FISCAL IMPACT

TBD

RECOMMENDATION

N/A

FAIR HOUSING



Equal Opportunity for All

Fair Housing Act: What Does it Do?

Item #7.

2

42 U.S.C. Prohibits discrimination in housing-related transactions, including the sale, rental, or financing of dwellings. Discrimination includes refusing to rent to someone, steering someone away to a particular type of housing or neighborhood, enacting zoning measures to exclude particular groups etc., because of membership in a protected class.



Protected Classes

- ▶ Race
- ▶ Color
- ▶ Religion
- ▶ National Origin
- ▶ Sex
- ▶ Familial status
(including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- ▶ Disability



What is Prohibited?

No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- **Refuse to rent or sell housing**
- **Refuse to negotiate for housing**
- **Set different terms, conditions or privileges for sale or rental of a dwelling**
- **Falsely deny that housing is available for inspection, sale or rental**
- **For profit, persuade, or try to persuade homeowners to sell or rent dwellings by suggesting that people of a particular race, age, sex, etc. have moved, or are about to move into the neighborhood or**
- **Deny any person access to, membership or participation in, any organization, facility or service related to the sale or rental of dwellings**

Housing Protection for Families with Children

Item #7.

5

It is unlawful to discriminate against a person whose household includes one or more children who are under 18 years of age “Familial Status” in which one or minor children live with a parent or legal custodian.



Additional Protection If You Have a Disability

Item #7.

6

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness or HIV/AIDS) that substantially limits one or more major life activities; or
- Are regarded as having such a disability, a housing provider may not:
 - Refuse to let you make reasonable modifications to your dwelling at your expense (a landlord may permit changes only if you agree to restore the property to its original condition when you move.)

Example: A building with a “no pets” policy must allow a visually impaired tenant to keep a guide dog.



What Housing is Exempt?

Item #7.

7

- **The Federal Fair Housing Act exempts owner-occupied buildings with no more than four units and single-family housing sold or rented without the use of a broker.**
- **Senior Housing Exemption- exempts some senior housing facilities and communities from liability for familial status discrimination.**
 - ❖ **Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist elderly persons or**
 - ❖ **Intended for, and solely occupied by persons 55 or 62 years of age or older.**

If You Think Your Rights Have Been Violated, you can contact the following:

FLORIDA COMMISSION ON HUMAN RELATIONS

Phone: (850) 488-7082

Toll-Free: 1-800-342-8170

Website: <http://fchr.state.fl.us>



US DEPT OF HOUSING AND URBAN DEVELOPMENT SOUTHEAST REGIONAL OFFICE:

(Complaints_office_04@hud.gov)

Five Points Plaza

40 Marietta Street, 16th Floor

Atlanta, GA 30303-2808

Phone: (404) 331-5140

Toll-Free: 1-800-440-8091 x2493

US DEPT OF HOUSING AND URBAN DEVELOPMENT

Office of Fair Housing and Equal Opportunity

451 7th Street, S.W., Room 5204,

Washington, DC 20410-2000

Phone: 1-800-669-9777

* TTY 1-800-927-9275

Website: www.hud.gov/fairhousing



What you will need to provide:

- ☐ Your name and address
- ☐ The name and address of the person your complaint is against(the respondent)
- ☐ The address or other identification of the housing involved
- ☐ A short description of the alleged violation (the event that caused you to believe your rights were violated)
- ☐ The date(s) of the alleged violation.

Your local ordinance includes steps and time limits in which complaints must be submitted and responses must be provided.

What Happens When You File A Complaint?

- The office receiving the complaint will notify the person filing the complaint and the alleged violator (respondent) of the filing of your complaint and allow the respondent time to submit a written answer to the complaint.
- Investigate your complaint and determine whether there is reasonable cause to believe that the respondent violated the Fair Housing Act.
- Notify you and the respondent if HUD cannot complete its investigation within 100 days of filing your complaint and provide reason for the delay.

Fair Housing Act Conciliation: During the complaint investigation, HUD is required to offer you and the respondent the opportunity to voluntarily resolve your complaint with a Conciliation Agreement.

ANY
QUESTIONS
?





STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** April 1, 2025
FROM: Mike Null, Asst. City Manager
SUBJECT: Public Hearing – First Public Hearing to support application for a grant in the 23-24 CDBG Grant cycle. *Mike Null and Melissa Fox, Fred Fox Enterprises*

BACKGROUND

The City has secured the services of Fred Fox Enterprises to submit a grant application in the 23-24 Communities Development Block Grant (CDBG) cycle. This first public hearing is part of the qualification and scoring process of the application. Council will be asked to direct staff to move forward with a specific project at the end of the presentation.

FISCAL IMPACT

TBD

RECOMMENDATION

Based on Council direction



**CITY OF GREEN COVE SPRINGS
2023-2024 CDBG GRANT APPLICATION
FIRST PUBLIC HEARING
APRIL 1, 2025 AT 6:00 P.M.**

City of Green Cove Springs

Community Development Block Grant (CDBG)

Application Process

CDBG Categories:

- 1. Housing Rehabilitation** – Rehab/replacement of owner occupied Low to Moderate Income (LMI) homes.
- 2. Commercial Revitalization** – Streetscape, Sidewalks, Pedestrian Malls, Building Façade work, etc. to the Downtown Commercial Area. Town/Service Area needs to be a minimum of 51% LMI
- 3. Neighborhood Revitalization-** Infrastructure items in residential LMI areas. Examples – water line repair/replacement, sewer line repair/replacement, water system improvements, sewer system improvements, paving, drainage, parks, community center, etc. Beneficiaries must be at minimum 51% LMI for Application Threshold
- 4. Economic Development** – Provide infrastructure on Town easement/property to facilitate a new business coming into the Town or the expansion of an existing business. Business must create new long-term jobs and be included as the developer in the application. The maximum that may be applied for in this category is \$ 1,500,000.00. One full time equivalent new job must be created for each \$34,999.99 being requested

FY 2024 Income Limits Documentation System

FY 2024 Income Limits Summary

Item #8.

3

Green Cove Springs, Florida										
FY 2024 Income Limit Area	Median Income	FY 2024 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Jacksonville FL HUD, Metro FMR Area	\$98,100	Extremely Low (30%) Income Limits	\$20,450	\$23,400	\$26,300	\$31,200	\$36,580	\$41,960	\$47,340	\$52,720
		Very Low (50%) Income Limits	\$34,100	\$38,900	\$43,800	\$48,650	\$52,550	\$56,450	\$60,350	\$64,250
		Low (80%) Income Limits	\$54,500	\$62,300	\$70,100	\$77,850	\$84,100	\$90,350	\$96,550	\$102,800

Additional Points in Application:

Item #8.

4

➤ **Leverage Points:**

Each \$2,000.00 of leverage results in 1 extra point in final score of the application. Maximum of 25 points or \$50,000.00. Local community can exceed \$50,000.00 towards projects but will not receive additional points for leverage over the 25 point maximum.

➤ **Neighborhood Revitalization and Commercial Revitalization Projects Only:**

Engineer stamped construction plans and specifications submitted with the application by the application deadline will receive an additional 50 points for being shovel ready. All permits must be submitted for prior to application submittal to obtain these points.

- Local Government will not be reimbursed for shovel ready design cost with CDBG funds, even if application is funded.



Steps Required in CDBG Application Process

- 1.) Appoint a Citizens Advisory Task Force (CATF)
- 2.) Advertise and hold a CATF meeting to discuss possible projects
- 3.) Advertise and hold a 1st Public Hearing. Obtain public comment and direction by City Council to move forward on determining a project.
- 4.) Advertise and hold a Fair Housing Workshop.
- 5.) Advertise and hold a 2nd Public Hearing to finalize the application.



Open for Public Comment



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** April 1, 2025

FROM: Michael Daniels, AICP, Development Services Director

SUBJECT: Gustafson Park Development Agreement with Clay County Utility Authority (CCUA)

PROPERTY DESCRIPTION

APPLICANT: Halff Associates, Inc. **OWNER:** City of Green Cove Springs

PROPERTY LOCATION: County Road 15A

PARCEL NUMBER: 016515-008-01

CURRENT ZONING: Recreation and Conservation

FUTURE LAND USE DESIGNATION: Public

SURROUNDING EXISTING LAND USE

NORTH:	FLU: Neighborhood Z: R-1 Use: Single Family Housing	SOUTH:	FLU: Neighborhood Z: PUD Use: Single Family Housing
EAST:	FLU: Industrial Z: MUH Use: Vacant Non-Residential	WEST:	FLU: Industrial (County) Z: Heavy Industrial Use: Industrial/Maufacturing

BACKGROUND

The applicant has submitted a Development Agreement between the City and CCUA regarding the water/sewer/reclaimed connection charges for the bathrooms to be installed in the first phase of the Gustafson Park project. The charges include:

- Water Capacity Charge
- Alternative Water Supply Surcharge
- SJWMD Black Creek Water Resource Charge
- Wastewater Capacity Charge
- Reclaimed Water Capacity Charge
- Debt Service Charge
- Meter Installation Charge
- Plan Review Fee
- Inspection Fee Recording Fee

The total fees to be paid to CCUA are \$16,354.38. These fees shall be paid by DR Horton.

The City Council approved a Site Development Application for the development of Gustafson Park on 2.57 acres of the parcel located east of County Road 15A for the development of two tennis courts, a parking lots and bathroom facilities on May 7, 2024. As set forth in Section 5D of the enclosed Rookery Development Agreement, a stipulation was included to require the developer that required the development of a park. Once the site is completed, it will be handed over to the City of Green Cove Springs for future maintenance. This is the first phase of a larger regional park development.

Development Description

The application is for the development of 2 tennis courts and a parking lot. There will be a prefabricated restroom facility on the site. The remaining site will be used for a detention pond and accompanying drainage ditches.



Aerial

016515-008-01
County Road 15 A

Parcels
Project Site
Roads

0 175 350 700 US Feet

Attachments Include:

Gustafson Park CCUA Development Agreement
Gustafson Park Site Plan
Bathroom Building Detail
Signed Rookery Development Agreement

STAFF RECOMMENDATION

Staff is recommending approval of this request because the application complies with the requirements of the City's Land Development and Comprehensive Plan and is compatible with the surrounding neighborhood.

RECOMMENDED MOTION:

Motion to approve the Development Agreement regarding the utility fee payments to CCUA regarding the Development of the first phase of Gustafson Park to the East of County Road 15A on a portion of parcel 016515-008-01.

Return to:
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

**GUSTAFSON PARK – TENNIS COURT
RESTROOMS - 1755 PEARCE BLVD.**

(Green Cove Springs System)

Name of Project

Parcel No. 38-06-26-016515-008-01

Clay County

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT ("Agreement"), made and entered into this _____ day of _____, **2025** by and between the **CITY OF GREEN COVE SPRINGS, FLORIDA**, a municipal corporation, hereinafter referred to as "**Developer**," and **CLAY COUNTY UTILITY AUTHORITY**, an independent special district established under Chapter 94-491, Laws of Florida, Special Acts of 1994, hereinafter referred to as "**Utility**."

WHEREAS, Developer owns or controls lands located in Clay County, Florida, and described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter "Property");

WHEREAS, Developer desires that the Utility provide central potable water, pumping, treatment, and distribution service; central wastewater collection, treatment, and disposal; and central reclaimed water service for the Property;

WHEREAS, the Utility is willing to provide, in accordance with the provisions of this Agreement, central water, wastewater, and reclaimed water service to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive adequate potable water, wastewater, and reclaimed water service from the Utility; and

WHEREAS, the parties wish to enter into this Agreement setting forth their mutual understandings and undertakings regarding the furnishing of potable water, wastewater, and reclaimed water service by the Utility to the Developer's Property.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "Consumer Installation" - All facilities ordinarily on the consumer's side of the point of delivery.
 - (b) "Contribution-in-Aid-of-Construction (CIAC)" - The sum of money and/or the value of Property represented by the cost of the wastewater collection system, potable water distribution system, and reclaimed water distribution system constructed or to be constructed which Developer or owner transfers, or agrees to transfer, to Utility, if so designated by the Utility, at no cost to Utility to provide utility service to the Property.
 - (c) "Equivalent Residential Connection (ERC)" - A factor expressed in gallons per day (GPD) which is used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one potable water ERC is (450) GPD, one wastewater ERC is (311) GPD, and one reclaimed water ERC is (275) GPD.

(d) "Point of Delivery" - The point where the pipes or meter of Utility are connected with the pipes of the consumer. Point of delivery for potable water and reclaimed water service shall be at the consumer's side of the meter and for wastewater service at the lot or Property line. Utility shall, according to the terms and conditions hereof, own all pipes and appurtenances to the point of delivery unless otherwise agreed. The pipes and appurtenances inside the point of delivery shall belong to others.

(e) "Service" - The readiness and ability on the part of Utility to furnish and maintain water, wastewater, and reclaimed water service to the point of delivery for each lot or tract pursuant to rules and regulations of applicable regulatory agencies.

3. Assurance of Title - Developer represents and warrants that the Developer is the owner of the Property and has the legal right to grant the exclusive rights of service contained in this Agreement. Upon request, Developer agrees to deliver to Utility evidence of such ownership including any outstanding mortgages, taxes, liens and covenants.

4. Connection Charges - In addition to the contribution of any wastewater collection systems, potable water distribution systems, and reclaimed water systems where applicable, and further to induce Utility to provide potable water, wastewater service, and reclaimed water service, Developer hereby agrees to pay to Utility the following fees and charges, as defined in the Rate Resolution (including Service Availability Policy), upon execution of this Agreement in order to reserve capacity in the System:

(a)	Water Capacity Charge:	
	(\$465.75 x 1.00 ERC)	\$ 465.75 *
	Alternative Water Supply Surcharge:	
	(\$399.65 x 1.00 ERC)	\$ 399.65 *
	SJWMD Black Creek Water Resource Charge:	
	(\$103.66 x 1.00 ERC)	\$ 103.66 *
	Wastewater Capacity Charge:	
	(\$4,243.50 x 2.00 ERCs)	\$ 8,487.00 *
	Reclaimed Water Capacity Charge:	
	(\$310.50 x 13.00 ERCs)	\$ 4,036.50 **
(b)	Debt Service Charge:	
	(\$196.73 x 1.00 ERC)	\$ 196.73 *
(c)	Main Extension Charge – Water	\$ N/A
	Main Extension Charge – Wastewater	\$ N/A
	Main Extension Charge – Reclaimed Water	\$ N/A
(d)	Fire Protection Charge	\$ N/A
(e)	Meter Installation Charge	\$ 1,700.17 ***
(f)	Plan Review Fee	\$ 774.27
(g)	Inspection Fee	\$ 500.50
(h)	Recording Fee	\$ 145.24
	Total	\$ 16,809.47

* - Includes 1.00 ERC for water service and 2.00 ERCs for wastewater service for the tennis court restroom building, based on the fixture unit count, all in accordance with Utility's Rate Resolution.

** - Includes 13.00 ERCs for reclaimed irrigation water service for the property based on 3,473.88 AGPD, all in accordance with Utility's Rate Resolution.

*** - Includes one 1-inch potable water meter for the tennis court restroom building and one 1 1/2-inch reclaimed water meter for landscape irrigation (without meter boxes).

Note: Items (f) and (g) are estimates and are subject to adjustment based on actual costs incurred.

Payment of the above charges does not and will not result in Utility waiving any of its rates or rules and regulations and their enforcement shall not be affected in any manner whatsoever by Developer making payment of same. Except as specifically stated, Utility shall not be obligated to refund to Developer any portion of the value of the above charges for any reason whatsoever nor shall Utility pay any interest upon the above charges paid.

Except as otherwise stated in this Agreement, neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the charges paid or to any of the potable water, reclaimed water, or wastewater facilities and properties of Utility, and all prohibitions applicable to Developer with respect to no refund of such charges, no interest payment on said charges and otherwise, are applicable to all persons or entities.

Paid capacity or connection charges may not be applied to offset any service bill or other claims of Utility.

5. On-Site Installations - On-site facilities are those located within the Property for which Developer is requesting service. Developer shall convey to Utility, if so designated by Utility, all on-site water and wastewater lines, laterals, mains, lift stations, pump stations and appurtenant facilities (collectively referred to as "Components" or "On-Site System") on the Property with all contractual guarantees relating thereto. Conveyance shall take place within a reasonable time after installation of the On-Site System but prior to Utility's obligation to provide service. Until such time as the On-Site System is conveyed, the same shall be operated and maintained by Developer. In its sole discretion, Utility may decline to accept the On-Site System, may lease the On-Site System from Developer, or agree to such other arrangement as it deems appropriate.

Utility shall have the right and obligation, at the Developer's expense, to construct and/or approve the construction of the on-site installations which shall be owned and maintained by Utility, if so designated by Utility. The Utility shall also have the right to review all plans and specifications, connections to its system and the Developer shall pay a fee equal to the Utility's actual cost to review such plans and specifications. The Utility shall have the right to inspect all phases of construction undertaken by outside contractors for facilities which are to be owned by the Utility, if so designated by Utility. The Developer will reimburse the Utility for its costs for such inspection, including all overhead associated with same. Where on-site temporary pump stations or backflow prevention devices are required, they shall be paid for one hundred percent (100%) by the Developer without any provision for refund. Utility reserves the right to require backflow prevention devices on all potable water service connections.

The On-Site System shall be constructed in compliance with all regulatory requirements and the specifications and requirements of Utility. No construction shall commence until Utility has reviewed and approved Developer's contractor and the plans and specifications for construction of the potable water, wastewater, and reclaimed water systems for the project. The proposed electrical transformer layout of the electric utility providing service must be provided to the Utility prior to commencement of construction.

Developer shall guarantee Utility against defects in material and workmanship for the portion of the On-Site System to be owned by the Utility or County, if so designated by Utility. Developer shall secure from its contractor a written and fully assignable warranty that the system installed will be and remain free from all defects, latent or otherwise, with respect to workmanship, materials and installation in accordance with Utility-approved plans and specifications, for a period of two (2) years from the date of the system acceptance by the Utility, and immediately assign the same and the right to enforce the same to the Utility on or before such date. The Developer shall also provide to the Utility, at Developer's sole expense, such maintenance bond and other form of security acceptable to Utility in such amounts approved by Utility, which by its or their express terms protect and indemnify Utility against any loss, damage, costs, claims, debts or demands by reason of defects, latent or otherwise, in the system to be and remain in effect for two (2) years from the date of the system acceptance by Utility.

In addition to any other promises, guarantees or warranties to be provided by Developer to the Utility hereunder, Developer agrees to protect and indemnify Utility against any loss, damage, costs, claims, debts or demands by reason of defects, latent or otherwise, in the system which could not have been reasonably discovered upon normal engineering inspection, to be and remain in effect for a period of two (2) years from the date of the system's acceptance by Utility.

Developer agrees to transfer to Utility, if so designated by Utility, title to all water distribution and wastewater collection systems installed by Developer or Developer's contractor, which the Utility has agreed shall be owned and maintained by it pursuant to the provisions of this Agreement and shall:

- (a) Deliver a Bill of Sale and No Lien Affidavit in a form acceptable to Utility for such potable water distribution, reclaimed water distribution, and wastewater collection systems.
- (b) Provide copies of invoices and Release of Liens from contractor for installation of the utility systems as well as for any repairs to the Systems which may have been caused by other subcontractors during construction.
- (c) Assign any and all warranties and/or maintenance bonds as set forth herein.
- (d) Provide all operations, maintenance and parts manuals, as-built plans complying with Utility's specifications, and other documents required for operation of the utility system.
- (e) Convey to Utility, if so designated by Utility, easements and/or rights-of-way covering all areas in which potable water, reclaimed water, and wastewater systems are installed, with adequate legal access to same, by recordable document satisfactory to Utility.
- (f) Convey to Utility, if so designated by Utility, by recordable document in form satisfactory to Utility, fee simple title to lift station and pump station sites, along with recordable ingress/egress easement documents.
- (g) Provide a copy of the Project Engineer's final certification of completion to the Florida Department of Environmental Protection certifying installation of all potable water and wastewater facilities in accordance with approved plans.

6. Off-Site Installations - Developer shall further construct all transmission mains, pump stations and appurtenant facilities necessary to connect the On-Site System to the nearest appropriate point in Utility's transmission system, as determined by Utility. Utility may require Developer to oversize off-site transmission mains and appurtenant facilities in a manner consistent with Utility's Wastewater System Master Plan. The costs associated with construction of over-sized facilities which provide Utility with excess capacity for the benefit of other properties may be subject to refundable advance treatment pursuant to Utility's Service Availability Policy. The same construction standards, warranty requirements, maintenance bond requirements, transfer of title by Bill of Sale, and indemnification requirements, as provided under paragraph 5 of this Agreement, shall also apply to the Off-Site installations.

7. Agreement to Serve - Upon the completion of construction of the On-Site and Off-Site Facilities by Developer, or an appropriate phase thereof, and compliance with the terms and conditions of this Agreement and Utility's Service Availability Policy, Utility will allow connection or oversee the connection of the wastewater collection facility, potable water distribution facility, and/or reclaimed water facility installed by Developer to the central facilities of Utility in accordance with all rules, regulations and orders of the applicable governmental authorities. Utility agrees that once it provides potable water, reclaimed water, and/or wastewater service to the customers within the Property that it will continuously provide such service, at its cost and expense, but in accordance with the other provisions of this Agreement, the then current Rate Resolution in effect for Utility, and the requirements of the governmental authorities having jurisdiction over the operations of Utility. Utility shall not be liable for any temporary interruptions in service as a result of equipment failure, emergencies or Act of God.

The covenants and agreements of Developer contained in paragraphs 5, 6, and 7, hereof shall survive Utility's acceptance of any On-site and Off-site Facilities and Utility's commencement of service to the Property. Should any such covenant or agreement of Developer in fact be outstanding following either or both of such dates, then, notwithstanding any contrary provision contained herein, Utility may, upon thirty (30) days advance written notice and demand for cure mailed to Developer, temporarily interrupt service to the Property until such outstanding covenant or agreement of Developer is satisfied in full. Utility shall not be liable for any temporary interruptions in service as a result of any action authorized or permitted by this paragraph.

8. Application for Service - Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon shall not have the right to and shall not connect any consumer installation to the facilities of Utility until formal written application has been made to Utility by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of Utility and approval for such connection has been granted.

9. Easements - Developer hereby grants and gives to Utility, its successors and assigns, but subject to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain and operate the potable water, wastewater, and reclaimed water facilities to serve the Property in, under, upon, over and across the present and future streets, roads, alleys, utility easements, reserved utility strips and utility sites. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their position or join in the grant or dedication of the easements or rights-of-way, or give to Utility assurance by way of a "non-disturbance agreement", that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Utility. All potable water, reclaimed water, and wastewater collection facilities, save and except installations owned by Developer, or its successors or assigns, shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes and there shall be adequate legal access to same.

The use of easements granted by Developer to Utility shall not preclude the use by other utilities of these easements, such as for cable television, telephone, electric, or gas utilities. However, the use of such non-exclusive easements by third parties shall not interfere with Utility's utilization of same. Utility hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the potable water, reclaimed water, and wastewater industry with respect to the installation of all its facilities in any of the easement areas.

10. Utility's Exclusive Right to Utility Facilities - Developer agrees with Utility that all potable water, reclaimed water, and wastewater facilities accepted by Utility in connection with providing potable water, reclaimed water and wastewater services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility, and any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of potable water, reclaimed water, and wastewater services to other persons or entities located within or beyond the limits of the Property.

11. Exclusive Right to Provide Service - Developer shall not engage in the business of providing potable water services or sanitary wastewater services to the Property during the period of time Utility provides potable water and wastewater services to the Property. Utility shall have the sole and exclusive right and privilege to provide potable water and wastewater services to the Property and to the occupants of such residence, building or unit constructed thereon.

12. Rates - Utility agrees that the rates to be charged to Developer and individual consumers of water and wastewater services shall be those set forth in the then current Rate Resolution most recently adopted by the Board of Supervisors of the Clay County Utility Authority as may be amended from time to time. However, notwithstanding any provision in this Agreement, Utility, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce in a reasonable manner, rates or rate schedules so established.

Notwithstanding any provision in this Agreement, Utility may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering water and wastewater services to the Property. However, all such rules and regulations so established by Utility shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

13. Quality of Wastewater - No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Utility directly by the Developer. The Developer shall be required to install grease traps for all non-residential kitchen facilities and sand traps if floor drains are connected to the Utility's sanitary wastewater transmission system. Such installation shall be in accordance with the requirements of the Utility. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax, paint, chlorides, or salt water or any substances and materials which contain any hazardous, flammable, toxic, and/or industrial constituents, be directly delivered by Developer to the lines, of the Utility, Developer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage to the system or property of third parties.

In the event Utility determines that the Property to be served poses a threat of introducing chlorides, salt water, or similar constituents into the collection or transmission system at levels determined by the Utility to be harmful to the wastewater system, including, but not limited to, the system's ability to provide effluent meeting reclaimed water standards as an irrigation supply source, the Utility has the right, in its reasonable discretion, to decline or discontinue service to such property or customer and to require such pretreatment or other measures as are necessary to protect the integrity of Utility's system and the ability to serve its members.

14. Binding Effect of Agreement - This Agreement shall be binding upon and shall inure to the benefit of Developer, Utility and their respective assigns and successors by merger, consolidation, conveyance or otherwise. Any assignment or transfer by Developer shall be subject to Utility approval which shall not be unreasonably withheld provided the assignee or transferee shall acknowledge in writing that it assumes the duties and responsibilities of Developer as set forth in this Agreement.

15. Notice - Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail, or by electronic mail (email), and if to Developer, shall be mailed or delivered to Developer at:

City of Green Cove Springs
Attn: Steven Kelley
321 Walnut Street
Green Cove Springs, Florida 32043

and if to the Utility at:

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

or such other address as specified in writing by either party to the other.

16. Laws of Florida - This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

17. Costs and Attorney's Fees - In the event the Utility or Developer is required to enforce this Agreement by court proceedings, by instituting suit or otherwise, then venue shall lie in Clay County, Florida, and the prevailing party shall be entitled to recover from the other party all cost incurred, including reasonable attorney's fees.

18. Force Majeure - In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, civil disorder, strike, embargo, natural disaster or catastrophe, unforeseeable failure or breakdown of transmission, treatment or other facilities, governmental rule, act, order, restriction, regulation, statute, ordinance, or order, decree, judgment, restraining order or injunction of any court, said party shall not be liable for such non-performance.

19. Indemnification - Developer agrees to indemnify and hold the Utility harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which it may become subject by reason of or arising out of Developer's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility's potable water, wastewater, and reclaimed water systems. Notwithstanding the foregoing, Developer does not waive its sovereign immunity or the monetary limits pursuant to section 768.28 Florida Statutes.

MISCELLANEOUS PROVISIONS

20. The rights, privileges, obligations and covenants of Developer and Utility shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

21. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Utility, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developer and Utility. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

22. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

23. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

24. The submission of this Developer Agreement for examination by Developer does not constitute an offer but becomes effective only upon execution thereof by Utility.

25. Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

26. It is because of inducements offered by Developer to Utility that Utility has agreed to provide potable water, reclaimed water, and wastewater services to Developer's project. Capacity reserved hereunder cannot and shall not be assigned by Developer to Third Parties without the written consent of Utility, except in the case of a bona-fide sale of Developer's Property.

27. Utility shall, as aforesaid, at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

28. The parties hereto recognize that prior to the time Utility may actually commence upon a program to carry out the terms and conditions of this Agreement, Utility may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance, and operation of Utility. The Utility agrees that it will diligently and earnestly make the necessary proper applications to all governmental authorities and will pursue the same to the end that it will use its best efforts to obtain such approval. Developer agrees to provide necessary assistance to Utility in obtaining the approvals provided for herein. Upon execution of this Agreement, Utility may require the payment of a reasonable fee to defray Utility's legal, engineering, accounting and administrative and contingent expense.

29. It shall be Developer's responsibility to provide acceptable as-built drawings of the potable water, reclaimed water, and wastewater systems installed by Developer, in accordance with Utility's standard specifications, details and notes, which are to be accepted by Utility for ownership and maintenance, as set forth in paragraph 5(d) herein; and the Utility's charges associated with the review and quality assurance of the CAD as-built survey drawings will be paid directly by Developer's licensed underground utility contractor and shall be provided in accordance with CCUA's "As-built Specifications Standards Manual", which can be obtained from the Utility's website (www.clayutility.org). It shall be Developer's responsibility to properly instruct Developer's contractor to contact Utility for an estimate of such charges and clarification of the required as-built drawing procedures.

30. It shall be Developer's responsibility or Developer's customers' responsibility, utilizing the project's potable water, reclaimed water, and wastewater service within Developer's project, to apply to Utility for service after the installation of the potable water, reclaimed water, and wastewater utilities have been completed and accepted by Utility. Upon completion of the application for potable water, reclaimed water, and wastewater service and payment of the appropriate charges set forth in the Utility's then-current applicable Rate Resolution, including any security deposits required, service will be initiated to customers within Developer's Property.

31. Developer shall not place any conservation easements over any of the easement lands that contain the Utility's water, wastewater, or reclaimed facilities for the project covered by this Agreement.

32. Developer shall grant an easement to Utility covering any portion of the potable water, reclaimed water, and wastewater facilities that Utility agrees to own and maintain, and Developer shall be responsible for providing the legal description for such easement to the Utility.

33. The landscaping for this project (new or existing) shall not include the planting of any trees within seven and one-half feet (7 ft. 6 in.) of any of the water, wastewater, and/or reclaimed water mains to be owned by Utility.

34. Connection to Utility's proposed 8-inch water main and reclaimed main and the construction of the water and reclaimed water infrastructure, including services from the main to the meter locations, shall be installed by the Developers' State of Florida Licensed Underground Utility Contractor and shall meet all of the requirements of Utility prior to Utility's acceptance for ownership and maintenance.

Utility shall own and maintain all facilities upstream of the downstream side of the reclaimed water meter and potable water meter, and all facilities downstream of the downstream side of the reclaimed water meter and potable water meter shall be owned and maintained by the Developer. The water and reclaimed water installations shall be in accordance with the plans prepared by Halff Associates, Inc., Project Number 037756.094, as described in Exhibit "B," or as modified in a manner acceptable to Utility. The Utility shall have access to all of the water meters during normal business hours for meter reading purposes.

35. Developer shall install or have installed a reduced pressure type backflow prevention device, which shall be located immediately downstream of Utility's 1-inch potable water meter for the tennis court restroom building. Such installation shall be in compliance with the requirements of the Florida Department of Health and Rehabilitative Services and Utility. Upon the completion of installation of said device, Developer shall provide to Utility for its permanent records, the **Make, Model, Size, and Serial Number** of said device. Furthermore, this device must be tested and recertified by a certified backflow prevention technician annually or such other period as may be required by Utility. Proof of the annual testing and recertification must be submitted to Utility for its records. This installation and annual recertification shall be the responsibility of the Developer or its successors and assigns.

36. Developer shall connect to the Utility's proposed 6-inch wastewater stub to the Property being installed as part of The Rookery Amenity Center project. All service lateral lines servicing Developer's Property, which are located upstream of the stub, shall be Developer's responsibility for ownership and maintenance.

37. Developer shall install or have installed grit/sand trap interceptors (stainless steel sand screens) for each floor drain in the facilities, in accordance with Utility's requirements for same. Developer shall also be responsible for the continued maintenance and cleaning of said grit/sand interceptors, and such interceptors shall be subject to periodic unannounced inspections by Utility. Developer's maintenance staff shall assist Utility personnel by removing the floor drain grates for this inspection of the grit/sand collectors. Developer shall maintain records of maintenance and cleaning. Those records shall be made available to the Utility upon request.

38. Air conditioning condensation discharge lines and any other piping that may intentionally or unintentionally drain stormwater shall not connect to Utility's wastewater system.

39. The reclaimed water system for irrigation water service for the project shall not be installed near any pool or picnic areas, and all irrigation spray heads shall be positioned to prevent the reclaimed water from spraying on these areas.

40. Developer shall be required to install an on-site irrigation system in full compliance with the Clay County Utility Authority's *Applicable Excerpts from Clay County Utility Authority's Reclaimed Water Policy* (see Exhibit "C" attached hereto) and shall operate and maintain the system in accordance with the rules and regulations of Utility, as well as all governmental agencies having jurisdiction over such reclaimed water system.

41. All elements of the Florida Department of Environmental Protection rules and regulations regarding the use of reclaimed water within the project will be adhered to at all times. This specifically pertains to the Public Notice (posting of signs) provisions of the Florida Department of Environmental Protection rules and regulations, as well as all specific requirements pertaining to the use of reclaimed water in public areas and on roadways.

42. No wells shall be permitted within or upon the Property for any reason.

43. All irrigation contractors employed by Developer to install reclaimed water irrigation systems within the Property shall be registered with Utility. The criteria for registration are included in Utility's Cross-Connection Control Policy. Once registered, such irrigation contractor shall comply completely with Utility's Cross-Connection Control Policy and Reuse Policy. Cross-connection control inspections will not be conducted for irrigation contractors that are not registered with Utility.

44. Developer and the Utility agree that the water, wastewater, and reclaimed water services to serve this project, Gustafson Park, are contingent upon the installation and final acceptance by Utility of the Rookery Amenity Center, Phase 1, The Rookery Subdivision, Phases 2A & 2B, and The Rookery Offsite Infrastructure.

45. This Agreement is specifically for the *Gustafson Park – Tennis Court Restrooms*, as shown on the design plans prepared by Halff Associates, Inc., Project Number 037756.094, as described in Exhibit “B,” titled *Gustafson Park*, dated May 6, 2024. It does not include any other developments (future additions, phases) planned for this Property. A separate agreement will be prepared for any additional requirements for future development on the Property when such development is initiated.

46. The construction of this project will not commence until receipt of all permits and easements, if necessary, and this Agreement is executed, and the charges stated herein are paid.

47. This Agreement will need to be executed by Developer and the charges paid (shown on page 2 of Agreement) prior to October 1, 2024, and the construction of the utilities shall commence prior to October 1, 2025, or this Agreement will be subject to any Service Availability charge increases currently approved, which may be applicable or which may be approved by Utility's Board of Supervisors for the next fiscal year beginning October 1, 2025; and this Agreement is subject to any material cost increases which Utility may experience after October 1, 2025.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, Developer and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

DEVELOPER:

CITY OF GREEN COVE SPRINGS,
a municipal corporation of the State of Florida.

Witness: _____

Print Name: _____

By: _____

Steven Kelley, Mayor

Witness: _____

Print Name: _____

Attest:

Erin West, City Clerk

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____ **2025** by **STEVEN KELLEY**, as **MAYOR** of **CITY OF GREEN COVE SPRINGS, FLORIDA**, a municipal corporation of the State of Florida, who is personally known to me or who has produced _____, as identification.

Print Name: _____

Notary Public, State of _____ at Large

My Commission Expires: _____

WITNESSES:

UTILITY:

CLAY COUNTY UTILITY AUTHORITY,
an Independent Special District of the State of Florida

Witness: _____

Print Name: _____

By: _____

Jeremy D. Johnston, P.E., M.B.A.
Executive Director

(Corporate Seal)

Witness: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, **2025**, by **JEREMY D. JOHNSTON**, as **EXECUTIVE DIRECTOR** of the **CLAY COUNTY UTILITY AUTHORITY**, an Independent Special District of the State of Florida, who is personally known to me.

Print Name: _____

Notary Public

State of Florida at Large

My Commission Expires:

**GUSTAFSON PARK
TENNIS COURT RESTROOMS
1755 PEARCE BOULEVARD**

Parcel No. 38-06-26-016515-008-01
Clay County, Florida

EXHIBIT "A"

PARCEL "B"

A PARCEL OF LAND SITUATED IN A PORTION OF THE CLINCH ESTATE, AS PER PLAT THERE OF RECORDED IN PLAT BOOK 1 ON PAGES 31 THRU 34 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA; LYING IN THE CLARKE'S MILL GRANT; SECTION 38, TOWNSHIP 6 SOUTH, RANGE 26 EAST OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT AN IRON ROD AT THE INTERSECTION OF THE SOUTH LINE OF PALMER AND FERRIS TRACT (BEING THE CURRENT SOUTH LIMITS OF THE CITY OF GREEN COVE SPRINGS) AS RECORDED IN PLAT BOOK 2 ON PAGE I OF SAID PUBLIC RECORDS WITH THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 15-A AS LOCATED AND DETERMINED FROM THE EASTERLY RIGHT OF WAY LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1545 ON PAGE 510 AND 513 OF SAID PUBLIC RECORDS; THENCE RUN S 65 DEG 25 MIN 34 SEC W, ALONG SAID SOUTH LINE, 2063.54 FEET TO AN IRON ROD; THENCE CONTINUE S 65 DEG 25 MIN 34 SEC W, ALONG SAID SOUTH LINE, 80 FEET MORE OR LESS TO THE WATER'S EDGE OF GOVERNOR'S CREEK; THENCE RUN SOUTHEASTERLY ALONG SAID WATER'S EDGE, 311 FEET MORE OR LESS TO A POINT LYING 300.0 FEET, AS MEASURED PERPENDICULAR, FROM THE SOUTH LINE OF SAID PALMER AND FERRIS TRACT; THENCE LEAVE SAID WATER'S EDGE AND RUN N 65 DEG 25 MIN 34 SEC E, PARALLEL TO SAID SOUTH LINE, 98 FEET MORE OR LESS TO AN IRON ROD; THENCE CONTINUE N 65 DEG 25 MIN 34 SEC E, 739.10 FEET TO AN IRON ROD; THENCE CONTINUE N 65 DEG 25 MIN 34 SEC E, PARALLEL TO SAID SOUTH LINE, 1339.0 FEET TO AN IRON ROD ON SAID WESTERLY RIGHT OF WAY LINE; THENCE RUN NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE WITH A CURVE CONCAVE WESTERLY, SAID CURVE HAVING A RADIUS OF 1874.86 FEET, AN ARC LENGTH OF 311.25 FEET AND A CHORD BEARING AND DISTANCE OF N 09 DEG 21 MIN 18 SEC W, 310.89 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Item #9.

DESCRIPTION OF APPROVED CONSTRUCTION PLANS
(Less and except plans to be replaced due to minor changes required)

Project: Gustafson Park

Engineer: Cody B. Smith, P.E.
Halff Associates, Inc.
9995 Gate Parkway N., Suite 200
Jacksonville, Florida 32246

Job Number: 037756.094

Date: May 6, 2024

Engineer Drawing Number	Description	Latest Engineer Approved Plan Date
C-000	Cover Sheet	06/24/2024
C-002- C-003	General Notes	06/24/2024
C-004	Existing Conditions & Demolition Plan	06/24/2024
C-100	Overall Site Plan	06/24/2024
C-101	Site Plan	06/24/2024
C-103	Site Standard Details	06/24/2024
C-200 – C-201	Grading & Drainage Plan	06/24/2024
C-300	Utility Plan	06/24/2024
C-301	Water & Sewer General Notes	06/24/2024
C-302	Water and Sewer Standard Details	06/24/2024
LS-200 – LS202	Landscape Plans, Notes, and Specifications	06/24/2024

EXHIBIT "C"
REUSE POLICY
Page 1 of 2

Item #9.

Effective Date - Thirty (30) days after Board's approval of the policy, for all developments that have not met the filing requirements of the County's Zoning Department, which requires each new development to be reviewed by the Development Review Committee (DRC), or for those developments not requiring DRC approval, which have been quoted charges to connect to the Clay County Utility Authority's (CCUA) water and/or wastewater systems within twelve months prior to the effective date of the reuse policy. A filing for a DRC meeting, which is incomplete as of the effective date of this policy, shall not be considered as filed timely for the prior policy to apply.

If the developer has not commenced substantial construction on his project, which was filed with DRC prior to the effective date of this policy, within fifteen months after the effective date of the policy, then said development shall come under the provisions of this policy.

Applicability - This policy will be applicable to all developments that file for a Development Review Committee review after the effective date of this policy. This shall include:

A. Developments occurring under Development of Regional Impact (DRI) agreements which may not be technically required to install residential reuse, but who choose to do so in settlement of minor and/or major modifications to the structure and composition of developments within the DRI. These shall be regulated and charged under this proposed policy and effective date criteria the same as all other developments.

B. Exceptions to the applicability of this policy and/or effective date are as follows:

1. Developments occurring under DRI agreements or Florida Quality Development (FQD) agreements, which are not required by said agreement to install residential reuse and who do not volunteer to provide residential reuse piping systems.
2. Developments which, as of the date of enactment of this policy, own and maintain their own reuse pumping plant and purchase bulk service from the CCUA.
3. Developments which have prepaid connection fees prior to January 1, 1998, at a prior approved rate and still have an inventory of prepaid connections, shall be exempt until such prepaid connections are used up.
4. Developments and/or communities that own, operate and maintain their own reuse infrastructure as of January 1, 1998.

Developments Required to Install Wastewater Effluent Reuse Piping Systems and Take Reuse Water When it is Available - All developments occurring after the effective date of this policy will be reviewed by the CCUA staff for feasibility of the installation of a reuse piping system for irrigation purposes. These shall include commercial, public facilities, industrial, as well as residential developments.

Summary of Criteria to be Utilized by Staff to Evaluate and Determine if Reuse Piping Systems will be Required -

(1) Financial feasibility of extending a trunk main to an area at that time, or some planned future date, to provide reuse water to the proposed reuse system. This item shall consider the size of the development, distance to nearest master planned reuse trunk main or planned reuse plant, remaining developable property in the area, complexity of existing development of area which trunk mains must pass through, natural geographical barriers (or obstacles), environmental damage, etc.

- (2) Remaining developable land in the area (new area with very little existing development and much growth potential will be considered more feasible than an already built-out area).
- (3) Availability of adequate reuse water within a reasonable time to service the reuse system.
- (4) CCUA's budgetary restraints.
- (5) Length of time before a reuse plant or pump station is expected to be built in the area.

Surcharge for Developments not required to Install Reuse Piping Systems - Due to the built-out condition of certain geographical areas and the other evaluation of feasibility considerations noted above, it will not be practical to require all areas to install reuse piping systems. All developments that are not required to install the reuse system shall pay a surcharge per ERC as its share of the burden of the reuse system installations at a rate set forth in the "proposed charges for service availability".

Requirement for Installation of an Automatic Sprinkler System - All developments where reuse piping systems are required shall install or require the installation of an automatic sprinkler irrigation system acceptable to CCUA for the development of each separate parcel (lot) within the development. Such on-site systems shall utilize color-coded pipe for reuse water, functional rain sensors, and automatic controllers and timers.

Approval of Sprinkler Irrigation Contractors - It is deemed by CCUA to be important that sprinkler irrigation contractors, who connect to the reuse system, be thoroughly educated with regard to reuse systems in an effort to eliminate any potential cross connection with the potable water system. In this regard, all irrigation contractors installing irrigation systems in conjunction with this reuse program must prequalify with CCUA by providing their credentials and passing a qualification interview with CCUA's staff for the purpose of demonstrating knowledge of the key issues regarding use of reuse water. A current certificate of insurance, acceptable to CCUA, naming the CCUA as an additional insured shall be on file at all times with the CCUA.

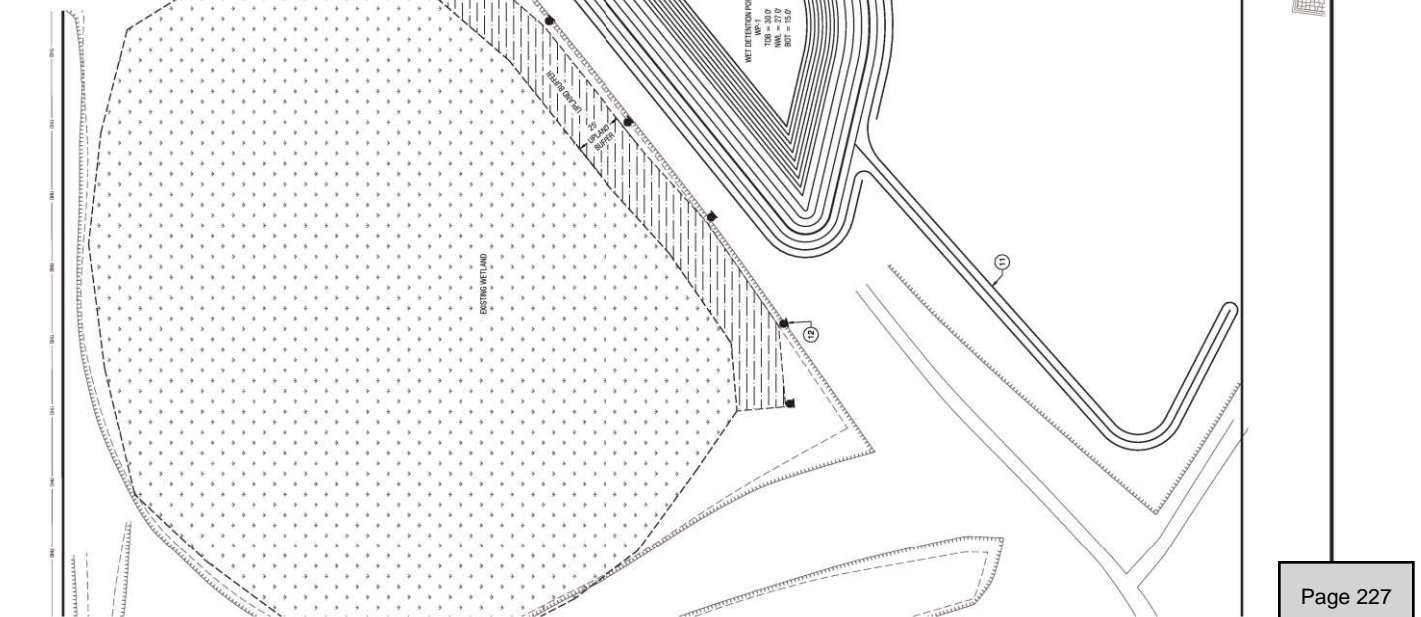
Requirement for Payment of Reuse Base Facility Charge - All customer classes that have reuse piping systems available shall be required to pay the Base Facility Charge for reuse water whether they use the reuse water or not.





Requirement for Reuse Meter - All customer classes that have reuse piping systems available shall pay for the installation of a reuse meter at the same time the domestic meter is requested.

Wells - All developments where reuse piping systems are installed shall prohibit the installation of wells for irrigation purposes.

Responsibility for Design and Installation of Reuse Piping Systems - Where reuse piping systems are required, the design engineer for the project shall design, at Developer's expense, the reuse piping system for the development and any reasonable trunk mains necessary to connect to the nearest source of reuse water, and developer shall install said system at its expense. The CCUA's existing policy regarding cost sharing for oversized mains, refundable agreements, plan review and approval, and adherence to CCUA's specifications and details, shall apply to these reuse piping systems, the same as the potable water distribution systems and wastewater collection systems.

CENTERLINE SEGMENT TABLE			
LINE/CURVE #	LENGTH	BEARING/DEG LTA	RADIUS
L2	14.18	N61°39'02.47W	
C1	46.88	6.73	400.00
L1	150.81	N39°29'57.53E	
L4	42.42	N39°29'57.53E	
L3	37.00	N61°39'02.47W	

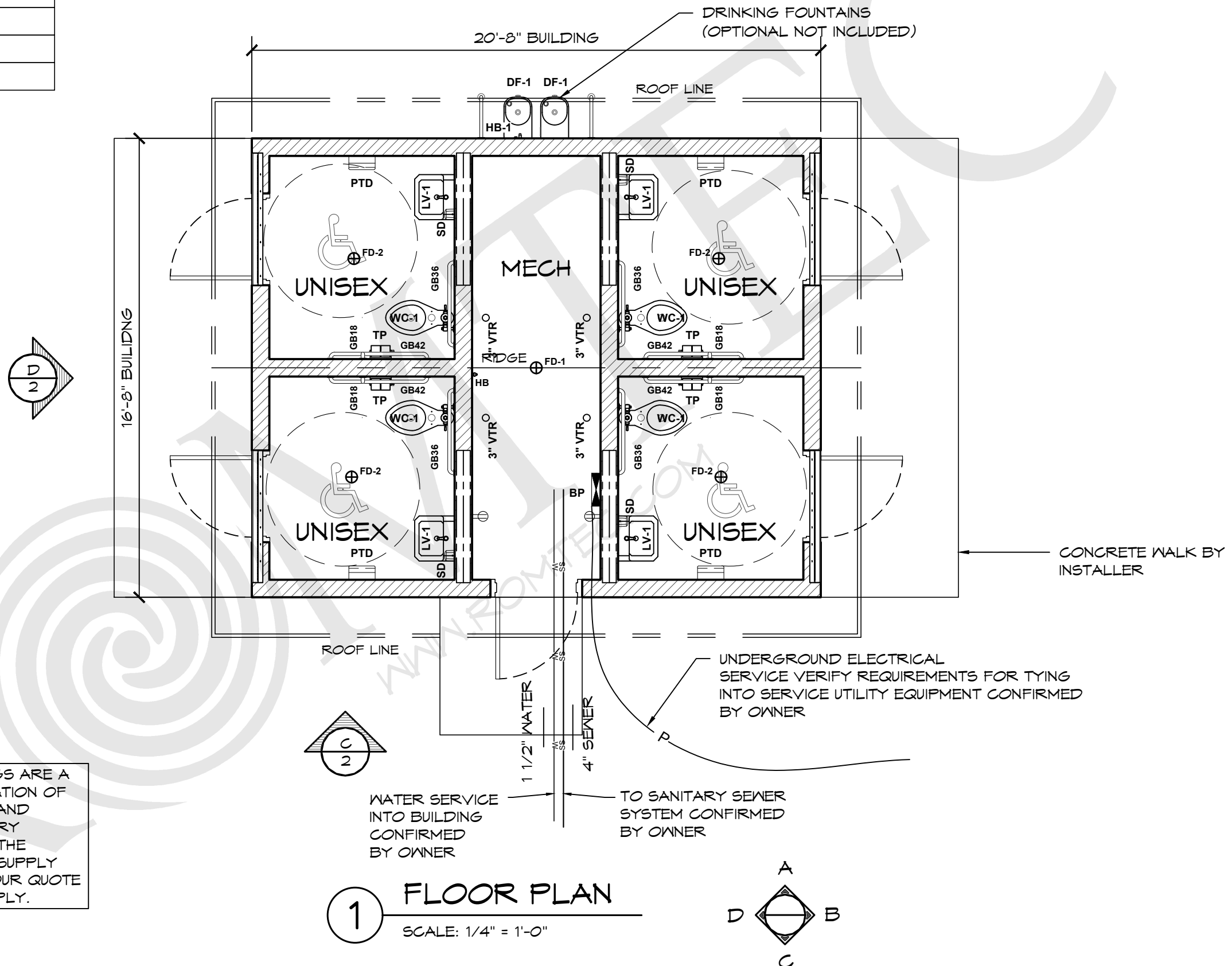


LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	GABLE VENT	4
	2x8 WOOD FILLER WALL	4
	EXTERIOR WALL LIGHTS	6
	INTERIOR CEILING LIGHTS	5
	FLOOR DRAIN	5
	ELECTRICAL OUTLET	2

Model 2043

WALL TYPE SCHEDULE

8" REINFORCED CONCRETE
MASONRY BLOCK WALL WITH
MORTAR JOINTS, GROUTED SOLID
ALL CELLS RUNNING BOND PATTERN.



THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

FLOOR PLAN

SCALE: 1/4" = 1'-0"

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PROJECT: CUSTOMER PROJECT LOCATION
PROJECT#: XXXX
DATE: 00/00/11
REVISIONS
REV. DATE BY
DRAWN BY: JS

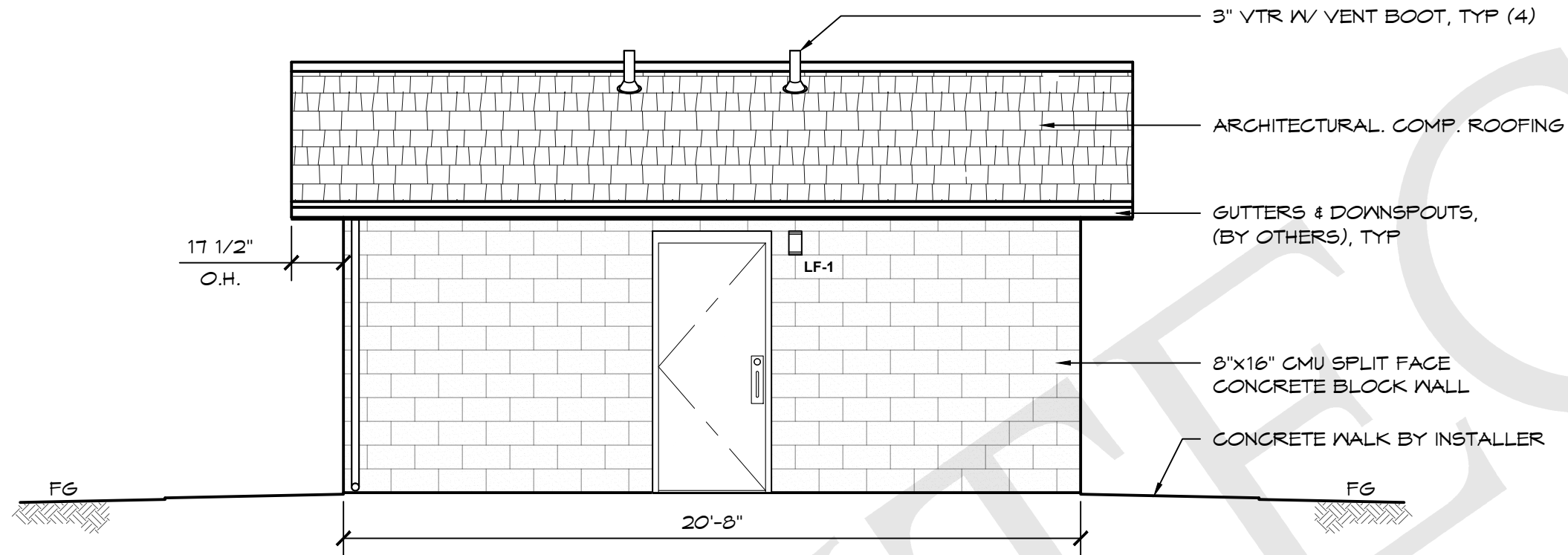
SHEET NO.

ROMTEC

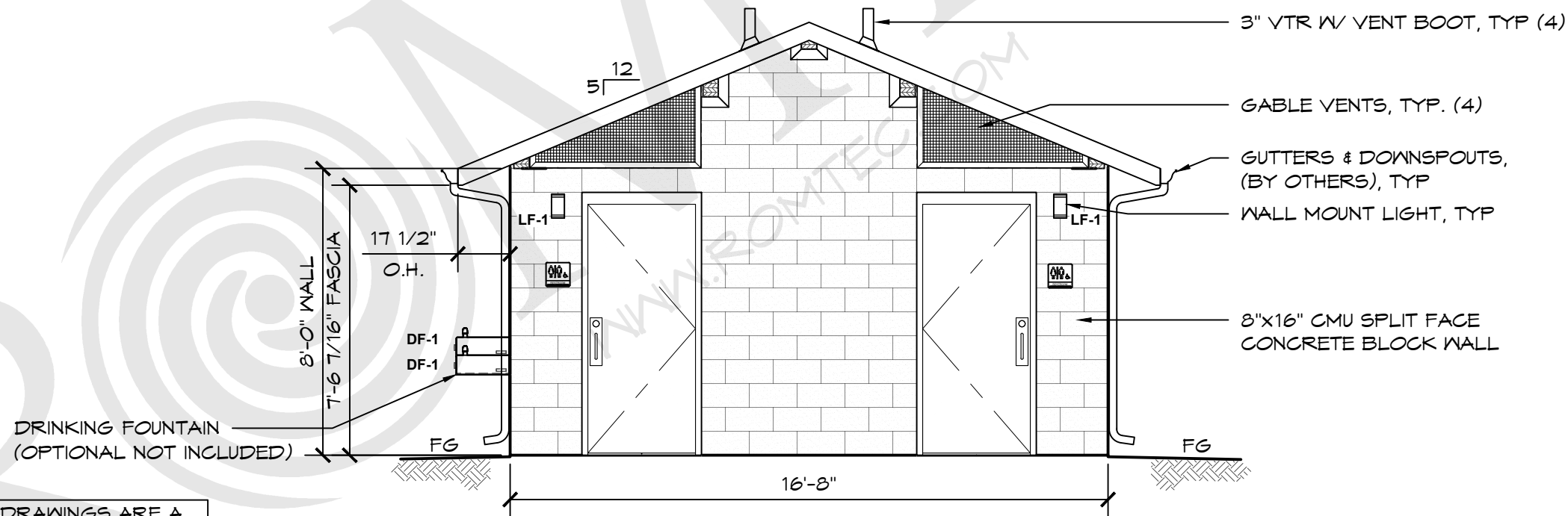
18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803

PRELIMINARY

Item #9.



C ELEVATION VIEW
SCALE: 1/4" = 1'-0"



D ELEVATION VIEW
SCALE: 1/4" = 1'-0"

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

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PROJECT:
CUSTOMER
PROJECT
LOCATION

PROJECT#: XXXX

DATE: 00/00/11

REVISIONS

REV. DATE BY

DRAWN BY: JS

SHEET NO.

01

PREPARED BY AND RETURN TO:
Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 320286

ROOKERY DEVELOPMENT AGREEMENT

THIS ROOKERY DEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into on this 31 day of May, 2022, by and between **D.R. HORTON, INC. – JACKSONVILLE**, a Delaware corporation (the "**Applicant**"), and the **CITY OF GREEN COVE SPRINGS**, a municipal corporation organized and existing under the laws of the State of Florida (the "**City**"). City, and Applicant may sometimes be referred to herein, collectively, as the "**Parties**."

A. The Applicant attests and warrants that it is the contract purchaser of the property described in **Exhibit "A-1"** attached hereto and incorporated herein by this reference, which is located within the City of Green Cove Springs, Florida (the "**Property**"), and that Philip A. Fremento, as the Division President of Applicant, is authorized to execute all binding documents on behalf of Applicant.

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

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

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

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

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

G. This Agreement is consistent with the City Charter, the City 2045 Comprehensive Plan and the City Land Development Code, as well as, with provisions of Chapter 163, Florida Statutes, Chapter 166, Florida Statutes, Chapter 187, Florida Statutes, Article VIII, Section 2(b), Constitution of the State of Florida and other applicable law and serves a public purpose.

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

- i. The City has adopted a local Comprehensive Plan that is in compliance.
- ii. The proposed development of the Property is consistent with the City of Green Cove Springs 2045 Comprehensive Plan, including the Future Land Use Map.
- iii. This Agreement constitutes a binding commitment on the part of the Applicant, its successors and assigns, to develop the Property consistent with the Comprehensive Plan, applicable provisions of the City of Green Cove Springs Land Development Code (the “City Code”) and this Agreement.

I. The following is the Public Facility Schedule applicable to the development of the Property through the thirty (30) years of this Development Agreement, to 2052:

- i. Transportation. Transportation capacities will be provided by the City or other agency as set forth in its regulations and Capital Improvement Program, as amended from time to time, and in compliance with the provisions of this Agreement and the respective responsibilities of the parties.
- ii. Potable Water and Sanitary Sewer. The Clay County Utility Authority (the “CCUA”) will provide adequate water and wastewater service to the Property in accordance with local government development orders and interlocal agreements that have been and will be issued for development of the Property from time to time. The Applicant will construct water and sewer line extensions necessary to serve the Property, as well as other improvements in compliance with the provisions of this Agreement and the respective responsibilities of the parties.
- iii. Solid Waste. The City will provide solid waste disposal to the Property as outlined in Chapter 66 of the City Code.
- iv. Electric. The City will provide electric utility service to the Property as set forth in its regulations.
- v. Drainage. Concurrently with development of the Property or portions thereof, the Applicant will provide drainage in accordance with St. Johns River Water Management District rules and in accordance with local government development orders that have been and will be issued for development of the Property from time to time, as well as other improvements in compliance with the provisions of this Agreement and the respective responsibilities of the parties.
- vi. Parks/Open Space. Concurrently with development of the Property or portions thereof, the Applicant will provide parks and open space as required in applicable provisions of the City Comprehensive Plan and PUD ordinance for the Property.

J. The population density and maximum height possible for the Development under its FLUM, the PUD and current City Code include all uses in the Residential Low Density (R-1) zoning district, up to a maximum of four (4) units per acre, with a maximum of 2,100 single-family and townhome units.

K. This Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development.

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

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

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

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

A. **Potable Water System.**

- i. Applicant shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs

associated with providing potable water on-site to the Property for its intended uses.

- ii. Applicant agrees to provide to CCUA any necessary easements on, under and across the Property for the construction, operation and maintenance of the potable water system.
- iii. Applicant shall be permitted to temporarily connect to the City water system for the first phase of the Development. If temporary capacity is needed, the Applicant will provide such capacity in coordination with the City's Public Works Department.

B. Sanitary Sewer System.

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

C. Reclaimed Water System.

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

D. Electric System.

- i. Applicant shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing electric service to the Property for its intended uses.

- ii. Applicant agrees to provide to the City any necessary easements on, under and across the Property for the construction, operation and maintenance of the electric system.

E. Stormwater System.

- i. Applicant shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing stormwater capture, retention and treatment on-site to the Property for its intended uses.
- ii. Applicant agrees to provide to the City any necessary easements on, under and across the Property for the construction, operation and maintenance of the stormwater system. All stormwater infrastructure within the Property shall be maintained by either a homeowners' association ("**HOA**") or community development district ("**CDD**") in perpetuity.

F. Street Lights.

- i. Applicant shall install street lights along all roads within the Property, including the Connector Road (as hereinafter defined), in conformance with all applicable codes, laws and regulations. Applicant or an HOA or CDD shall maintain such street lights, including paying applicable electrical power charges to the City for the same; provided, however, that the City will be responsible for maintenance of the street lights along the Connector Road.

G. Police Substation.

- i. Applicant will work with the City on a police substation, as detailed in Section 5.A hereof.

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

A. The Applicant shall construct, at the Applicant's expense, a collector road (the "**Connector Road**" or "**Pearce Boulevard**") that will run west from U.S. Highway 17, abutting the Gustafson regional park site, into the Property and connect to County Road 15A. The four (4)-lane Connector Road section shall begin at U.S. Highway 17 and end at the roundabout, and a three (3)-lane Connector Road section, with center turn lane(s), shall be constructed from the roundabout to County Road 15A, as depicted on the conceptual plan attached hereto as **Exhibit "B"** and incorporated herein by this reference (the "**Conceptual Plan**"). A typical section for the Connector Road is attached hereto as **Exhibit "C"** and incorporated herein by this reference (the "**Connector Road Typical Section**"). The Applicant,

its successors and assigns, shall pay for the cost of designing, permitting and constructing the Connector Road and shall receive road impact fee credits (or proportionate share or mobility fee credits, if applicable) equal to the actual cost of designing, permitting and constructing the Connector Road. Design and construction of the Connector Road will conform to applicable requirements of the Florida Department of Transportation and the City. Once constructed, the Connector Road will be maintained by the City. The City will not issue certificates of occupancy for more than 231 residential units within the Development until either the Applicant completes construction of the Connector Road to U.S. 17 or provides a new traffic study if such connection to U.S. 17 cannot be achieved due to the location of the railroad tracks west of U.S. 17. In the event the Connector Road is not connected to U.S. Highway 17, the Applicant shall provide an updated traffic study that removes the U.S. Highway 17 connection prior to the City's approval of a plat containing the 232nd lot within the Property. Following completion of such traffic study, the City and the Applicant will negotiate in good faith a transportation proportionate share agreement, pursuant to Section 163.3180(5)(h), Florida Statutes, to address roadway improvements needed to mitigate for project traffic impacts.

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

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

D. Notwithstanding that the Development is not legally obligated to make a transportation proportionate fair share or other similar mitigation payment, the Applicant has agreed to make a transportation contribution to the City of \$1,000.00 per unit (the "**Per-Unit Transportation Contribution**"). Such per-unit payment shall be made to the City upon the filing of a building permit application for each home. The City shall use the Per-Unit Transportation Contribution to make transportation improvements in the vicinity of the Development, which improvements may include but not be limited to construction of any crosswalks and sidewalks along South Oakridge Avenue, as depicted on **Exhibit "D"** attached hereto and incorporated herein by this reference (the "**Oakridge Avenue Improvements Plan**"), that the Applicant is not able to construct, at the Applicant's expense, due to right-of-way limitations or difficulty in getting landowner consent to construct the crosswalks and sidewalks along South Oakridge Avenue depicted on the Oakridge Avenue Improvements Plan. In the event the City enacts a mobility fee, road impact fee or other similar fee following the effective date of this Agreement, the Development shall not be subject to such fee.

5. Land Contributions.

A. Police Substation. The Applicant shall dedicate to the City a parcel of approximately one-half (1/2) acre (the “**Substation Site**”) and provide funding to the City for the construction of a 2,000-square-foot police substation (the “**Substation**”) prior to the approval of a certificate of occupancy for the 200th residential unit within the Property. The Applicant will work with the City on the location of the Substation Site. Prior to the City’s approval of a certificate of occupancy for the 231st residential unit within the Property, the City reserves the option to elect to accept a cash contribution from the Applicant not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) for the City to use for law enforcement capital expenses.

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

C. Land Exchange. In order for the Applicant to construct the Connector Road, it will be necessary for the Applicant and the City to exchange certain real property. The Applicant will exchange an approximately 21.89-acre parcel within the Property, as described in Exhibit “E” attached hereto and incorporated herein by this reference (the “**Applicant Exchange Parcel**”) and labeled “Land Swap” on the Conceptual Plan, with the City for the 100-foot-wide (minimum) right-of-way for the Connector Road abutting the City’s regional park site, which is approximately 21.3 acres, as described in Exhibit “F” attached hereto and incorporated herein by this reference (the “**City Exchange Parcel**”), which is depicted on the Conceptual Plan. The Applicant’s parcel has a value greater than the City parcel, as required in Rule 62-818.016, Florida Administrative Code, which regulates such land exchanges. The Applicant has prepared all deeds, legal descriptions and sketches of description for the parcel exchange, at its expense. Once the Applicant and the City exchange the Applicant Exchange Parcel and the City Exchange Parcel, the legal description of the Property will be as set forth in Exhibit “A-2” attached hereto and incorporated herein by this reference.

D. Exchange Park Improvements. Within a year after the Applicant begins development of the Property, the Applicant will commence the design, permitting and construction of improvements on the Applicant Exchange Parcel (which will then be owned by the City) as part of the Gustafson Regional Park. Such improvements shall include two tennis courts (or like facilities, at the discretion of the City) and a related gravel parking lot and open-air restrooms (the “**Exchange Park Improvements**”). Once the Applicant has completed construction of the Exchange Park Improvements, the City shall be required to maintain such improvements.

E. Gustafson Regional Park Fee. In addition to making the Exchange Park Improvements, the Applicant shall pay a per-unit park fee to the City for construction of other improvements within the Gustafson Regional Park. The per-unit fee shall be \$400 per unit (individually, the “**Regional Park Fee**” and collectively, the “**Regional Park Fees**”), which shall be paid by the Applicant to the City upon the filing of a building permit application for each

home. The City shall be responsible for constructing improvements within Gustafson Regional Park with the Regional Park Fees.

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

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

8. **Authority and Duration.** This Agreement is made and granted pursuant to Sections 163.3220-163.3243, Florida Statutes, and is effective through the twentieth (20th) anniversary of the Effective Date of this Agreement, and any extension of this Agreement.

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

10. **Necessity to Obtain Permits.** The Applicant acknowledges its obligation to obtain all necessary federal, state and other local development permits (not mentioned herein) for development of the Property. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to development of the Property shall not relieve the

Applicant or any successors or assigns of the necessity of complying with federal, state, and other local permitting requirements, conditions, terms or restrictions as may be applicable.

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

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

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

14. **Applicable Law: Jurisdiction and Venue.** This Agreement and the rights and obligations of the City and Applicant under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida (2021). This Agreement may be enforced as provided in Section 163.3243, Florida Statutes, as may be amended from time to time. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Clay County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

Each of the parties hereby voluntarily and intentionally waives any right that it may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement, or in respect of any course of conduct, statements (whether oral or written), or actions of either party in respect hereof. This provision is a material inducement for each of the parties to enter into this Agreement.

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

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

17. **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision of this Agreement.

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

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

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

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

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

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

With copies to: Jim Arnold, Attorney
City of Green Cove Springs
321 Walnut Street and P.O Box 1570
Green Cove Springs, Florida 32043
cityattorney@greencovesprings.com

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

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

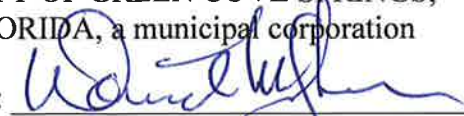
Passed and Duly Adopted by the City Council of the City of Green Cove Spring, Florida
this 17th day of May, 2022.

Attest:


Erin West, City Clerk

CITY OF GREEN COVE SPRINGS,
FLORIDA, a municipal corporation

By:


Daniel M. Johnson, Mayor

By:


Steve Kennedy, City Manager

Approved as to form, legal sufficiency and
execution:

By:


L.J. Arnold, III, City Attorney

Signed, sealed and delivered in the presence of:

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

Deborah E. McClure
Witness
Print Name: Deborah E. McClure
[Signature]
Witness
Print Name: Maria DeBorja

By: [Signature] ^{VP}
Its: Philip A. Fremonto, Vice President
Date: 5/31/23

STATE OF FLORIDA

COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of X physical presence or
online notarization on this day 31 of May, 2022, by
Philip A. Fremonto, as Vice President of D.R. Horton, Inc. -
Jacksonville., a Delaware corporation, on behalf of the corporation, who is (check one) ☒
personally known to me or ☐ has produced a valid driver's license as identification.

Deborah E. McClure
Notary Public
Name: Deborah E. McClure
Commission Expires: _____



DEBORAH E. MCCLURE
Commission # GG 967814
Expires July 10, 2024
Bonded Thru Budget Notary Services

EXHIBIT "A-1"**The Property Before Land Exchange**

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

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

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

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

Containing 560.52 acres, more or less.

EXHIBIT "A-2"**The Property After Land Exchange**

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 1545, page 513 and a portion of Parcel "A" as described and recorded in Official Records Book 3316, page 1098, both of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established, with the Westerly right of way line of CSX Railroad, a 100 foot right of way as presently established; thence South 21°54'49" East, along said Westerly right of way line, 1424.74 feet to the Point of Beginning.

From said Point of Beginning, thence South 21°54'49" East, continuing along said Westerly right of way line, 1502.39 feet to the Northeast corner of those lands described and recorded in Official Records Book 3855, page 1391, of said Public Records; thence North 77°06'26" West, departing said Westerly right of way line and along the Northerly line of last said lands, 66.98 feet to the Northwestern corner thereof; thence Southerly along the Westerly boundary line of last said lands the following 3 courses: Course 1, thence South 21°54'49" East, 3242.16 feet; Course 2, thence South 68°05'09" West, 1307.43 feet; Course 3, thence South 21°54'51" East, 1003.87 feet to a point lying on the Northerly line of that certain Access & Maintenance Easement described and recorded in Official Records Book 3855, page 1394, of said Public Records; thence Westerly along said Northerly line the following 26 courses: Course 1, thence South 37°01'31" West, departing said Westerly boundary line, 149.07 feet to the point of curvature of a curve concave Northwesterly having a radius of 955.00 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of 16°37'06", an arc length of 276.99 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 45°20'05" West, 276.02 feet; Course 3, thence South 67°24'13" West, along a non-tangent line, 105.10 feet; Course 4, thence South 53°45'05" West, 12.16 feet; Course 5, thence South 13°14'26" West, 24.72 feet; Course 6, thence South 63°07'28" West, 859.11 feet; Course 7, thence North 26°52'32" West, 5.00 feet; Course 8, thence South 63°07'28" West, 382.73 feet; Course 9, thence North 26°52'32" West, 31.65 feet; Course 10, thence South 63°07'28" West, 74.60 feet; Course 11, thence South 26°52'32" East, 36.65 feet; Course 12, thence South 63°07'28" West, 102.14 feet to the point of curvature of a curve concave Northerly having a radius of 955.00 feet; Course 13, thence Westerly along the arc of said curve, through a central angle of 22°47'15", an arc length of 379.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 74°31'05" West, 377.32 feet; Course 14, thence South 85°54'43" West, 731.91 feet; Course 15, thence North 04°05'17" West, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 250.00 feet; Course 16, thence Westerly along the arc of said curve, through a central angle of 05°44'03", an arc length of 25.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 88°46'45" West, 25.01 feet; Course 17, thence North 88°21'14" West, 61.78 feet; Course 18, thence North 19°49'14" West, 8.30 feet; Course 19, thence North 55°44'57" West, 30.16 feet; Course 20, thence South 67°18'10" West, 29.23 feet; Course 21, thence South 07°09'24" West, 17.00 feet; Course 22, thence North 88°21'14" West, 362.37 feet;

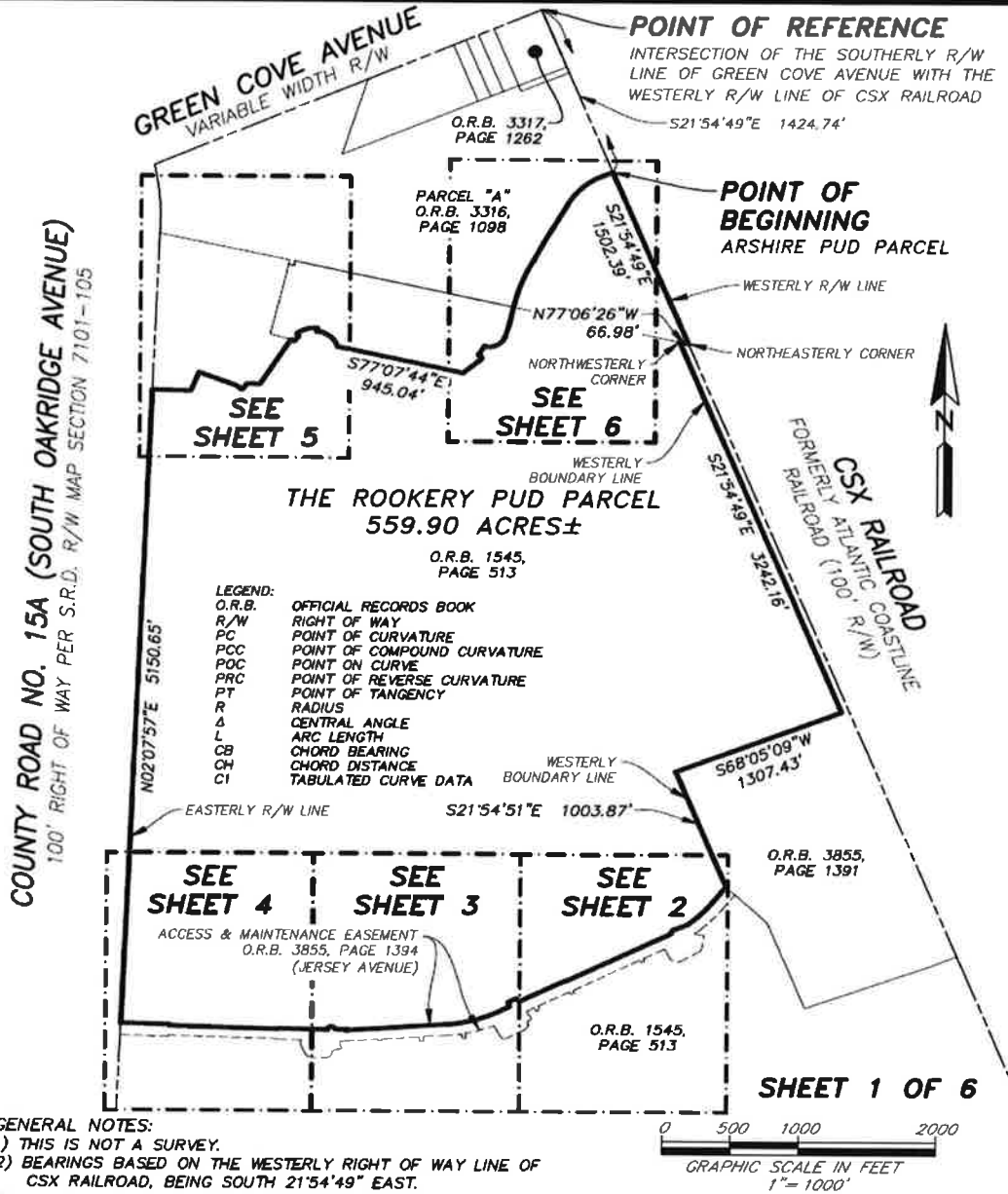
Course 23, thence South $01^{\circ}38'46''$ West, 5.00 feet; Course 24, thence North $88^{\circ}21'14''$ West, 800.00 feet; Course 25, thence North $01^{\circ}38'46''$ East, 10.00 feet; Course 26, thence North $88^{\circ}21'14''$ West, 355.52 feet to a point lying on the Easterly right of way line of County Road 15A (South Oakridge Avenue), a 100 foot right of way as presently established; thence North $02^{\circ}07'57''$ East, along said Easterly right of way line, 5150.65 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203, of said Public Records; thence Easterly along the Southerly and Southeasterly lines of last said lands the following 9 courses: Course 1, thence South $88^{\circ}31'42''$ East, departing said Easterly right of way line, 282.59 feet; Course 2, thence North $21^{\circ}17'17''$ East, 161.55 feet; Course 3, thence South $68^{\circ}42'43''$ East, 287.10 feet; Course 4, thence South $58^{\circ}52'43''$ East, 32.90 feet; Course 5, thence South $37^{\circ}48'54''$ East, 22.40 feet; Course 6, thence North $70^{\circ}53'31''$ East, 15.20 feet; Course 7, thence North $34^{\circ}14'49''$ East, 52.23 feet; Course 8, thence South $88^{\circ}17'22''$ East, 94.17 feet; Course 9, thence North $31^{\circ}43'31''$ East, 427.82 feet to the Easterly most corner thereof; thence South $58^{\circ}16'29''$ East, departing said Southeasterly line, 30.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 175.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $16^{\circ}53'45''$, an arc length of 51.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $40^{\circ}10'24''$ East, 51.42 feet; thence North $41^{\circ}22'44''$ West, along a non-tangent line, 29.96 feet to a point on a non-tangent curve concave Southerly having a radius of 198.38 feet; thence Easterly along the arc of said curve, through a central angle of $47^{\circ}45'50''$, an arc length of 165.38 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $73^{\circ}41'49''$ East, 160.63 feet; thence South $05^{\circ}22'04''$ West, along a non-tangent line, 24.76 feet to a point on a non-tangent curve concave Southwesterly having a radius of 175.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $67^{\circ}09'24''$, an arc length of 205.12 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $51^{\circ}03'13''$ East, 193.58 feet; thence South $77^{\circ}07'44''$ East, along a non-tangent line, 945.04 feet; thence North $49^{\circ}36'09''$ East, 172.16 feet; thence North $27^{\circ}02'28''$ East, 20.00 feet; thence North $60^{\circ}40'11''$ West, 35.15 feet; thence North $31^{\circ}37'11''$ East, 86.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 120.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $87^{\circ}21'29''$, an arc length of 182.96 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $63^{\circ}04'27''$ East, 165.75 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 950.00 feet, through a central angle of $06^{\circ}31'27''$, an arc length of 108.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $16^{\circ}08'00''$ East, 108.12 feet; thence North $12^{\circ}52'16''$ East, 174.12 feet to the point of curvature of a curve concave Easterly having a radius of 1250.00 feet; thence Northerly along the arc of said curve, through a central angle of $17^{\circ}35'55''$, an arc length of 383.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $21^{\circ}40'14''$ East, 382.43 feet; thence Northeasterly along the arc of a non-tangent curve concave Southeasterly having a radius of 1441.24 feet, through a central angle of $05^{\circ}53'59''$, an arc length of 148.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $26^{\circ}05'53''$ East, 148.34 feet; thence North $29^{\circ}02'53''$ East, 373.29 feet to the point of curvature of a curve concave Southeasterly having a radius of 517.02 feet; thence Northeasterly along the arc of said curve, through a central angle of $39^{\circ}09'19''$, an arc length of 353.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of

North $48^{\circ}37'32''$ East, 346.49 feet; thence North $68^{\circ}05'11''$ East, along a non-tangent line, 70.00 feet to the Point of Beginning.

Containing 559.90 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION 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 AND RECORDED IN OFFICIAL RECORDS BOOK 1545, PAGE 513, AND A PORTION OF PARCEL "A" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3316, PAGE 1098, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



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

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

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



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

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

ORDER NO.: 20-355.06 FILE NO.: 127H-15.08A DRAWN BY: JMB/BNC CAD FILE: E:\Survey\RM\Proj\Gustatsons\Sketches\Arshire PUD Sketch\ROOKERY PUD.dwg

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1545, PAGE 513, AND A PORTION OF PARCEL "A" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3316, PAGE 1098, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY.

MATCHLINE SEE SHEET 1

THE ROOKERY PUD PARCEL
559.90 ACRES±

O.R.B. 1545,
PAGE 513

WESTERLY
BOUNDARY LINE

S21°54'51"E 1003.87'

S37°01'31"W 149.07'

R=955.00'

Δ=16°37'06"

L=276.99'

CB=S45°20'05"W

CH=276.02'

S67°24'13"W 105.10'

S53°45'05"W 12.16'

S13°14'26"W 24.72'

NORTHERLY LINE

N26°52'32"W 5.00'

S63°07'28"W 859.11'

MATCHLINE SEE SHEET 3

S63°07'28"W 382.73'

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

O.R.B. 1545,
PAGE 513

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

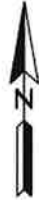
SHEET 2 OF 6
SEE SHEET 1 FOR GENERAL NOTES.

0 100 200 400
GRAPHIC SCALE IN FEET
1"=200'

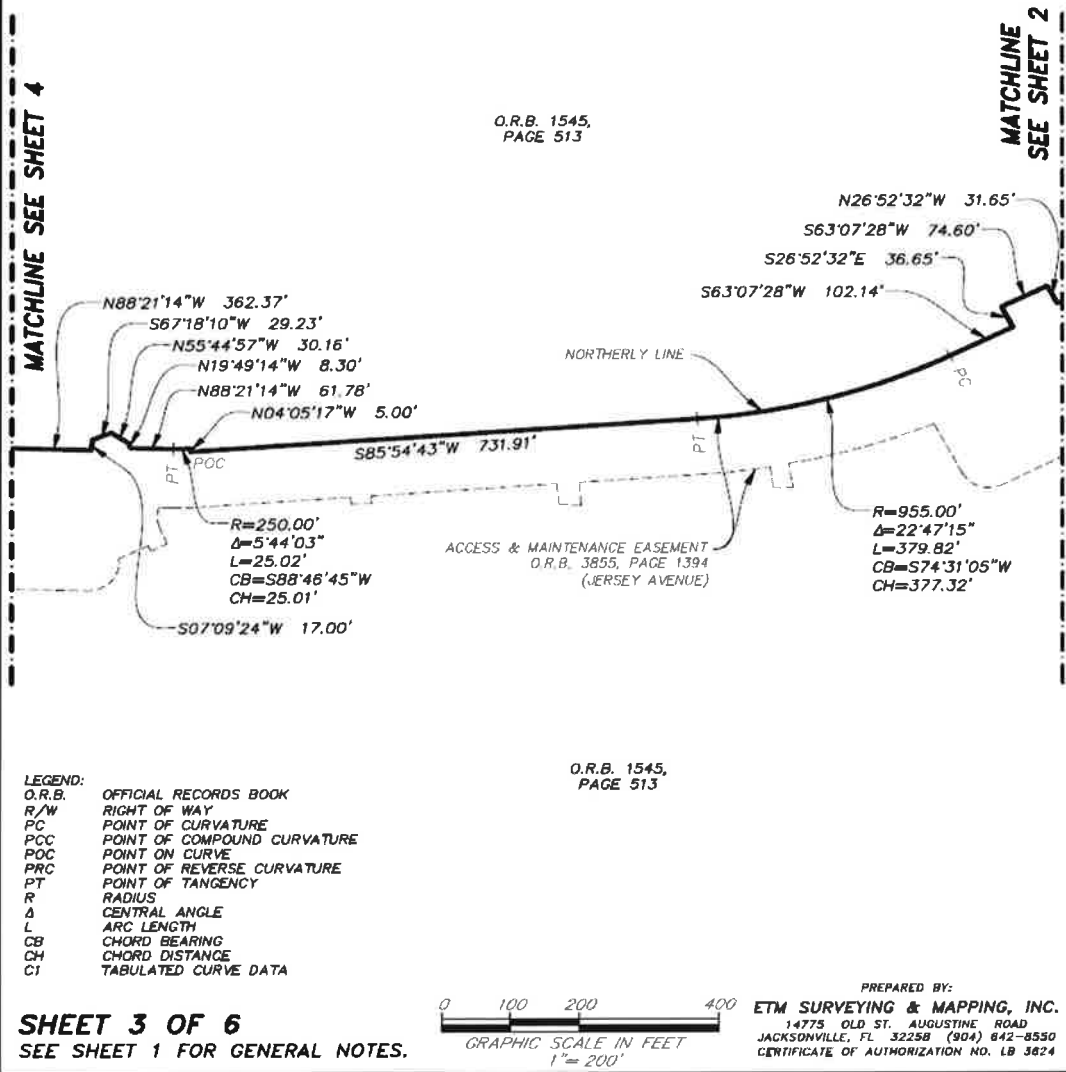
PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 842-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

ORDER NO.: 20-355.06 FILE NO.: 12/H-15.06A DRAWN BY: JMB/gmc CAD FILE: F:\Survey\RM\pro\Gustafsona\Sketches\Aprishie PUD Sketch\ROOKERY PUD.dwg

A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1545, PAGE 513, AND A PORTION OF PARCEL "A" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3316, PAGE 1098, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY.



THE ROOKERY PUD PARCEL
559.90 ACRES±



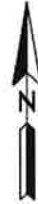
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A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1545, PAGE 513, AND A PORTION OF PARCEL "A" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3316, PAGE 1098, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY.

MATCHLINE SEE SHEET 1

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

N02°07'57"E 5150.65'



THE ROOKERY PUD PARCEL
559.90 ACRES±

O.R.B. 1545,
PAGE 513

EASTERLY R/W LINE

N88°21'14"W 355.52'

N01°38'46"E 10.00'

S01°38'46"W 5.00'

N88°21'14"W 800.00'

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

NORTHERLY LINE

N88°21'14"W 362.37'

O.R.B. 1545,
PAGE 513

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

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GRAPHIC SCALE IN FEET
1" = 200'

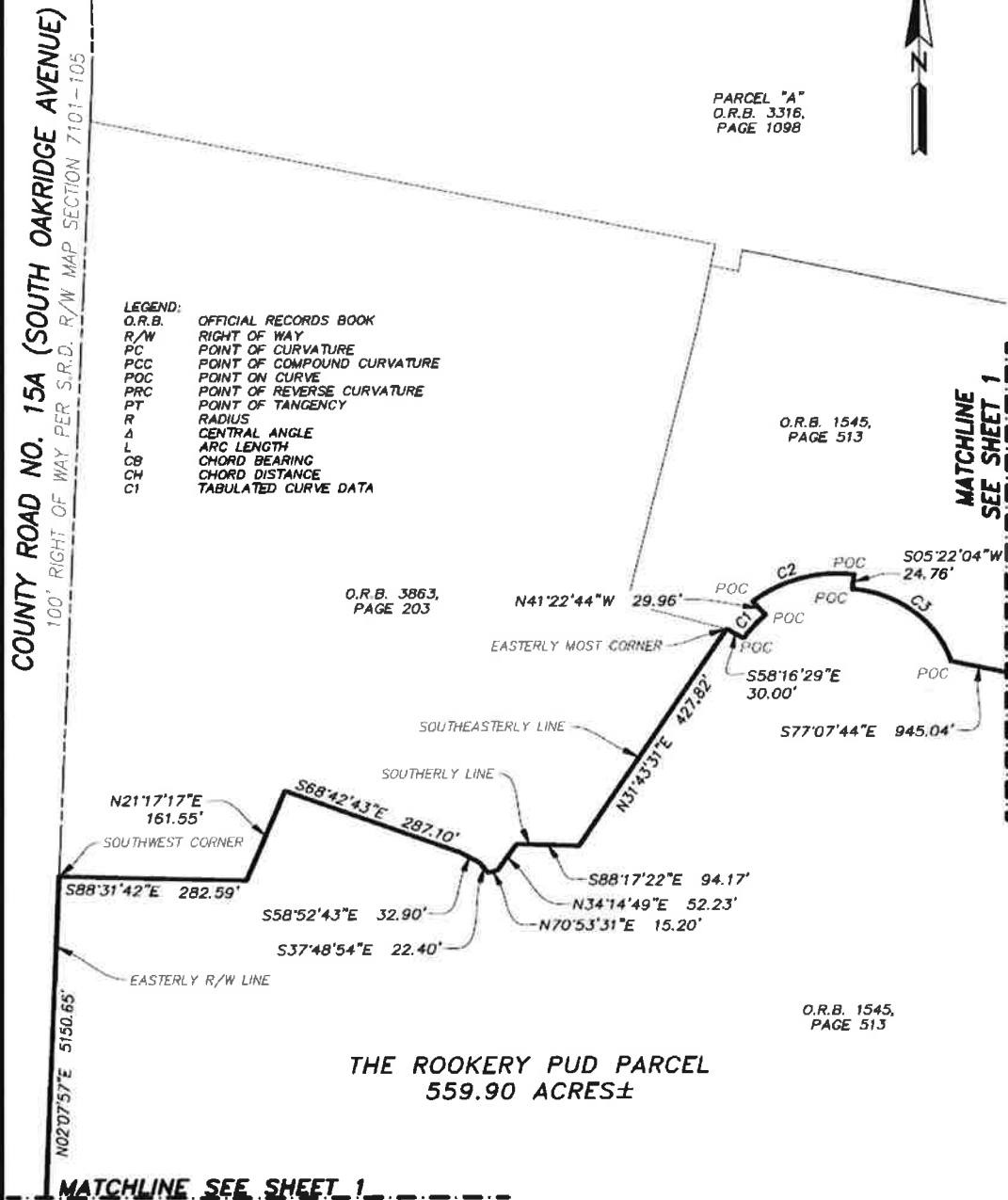
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SHEET 4 OF 6
SEE SHEET 1 FOR GENERAL NOTES.

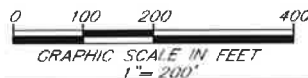
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A PORTION OF SECTION 38 OF THE GEORGE I.F. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1545, PAGE 513, AND A PORTION OF PARCEL "A" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3316, PAGE 1098, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY.

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



SHEET 5 OF 6
SEE SHEET 1 FOR GENERAL NOTES.



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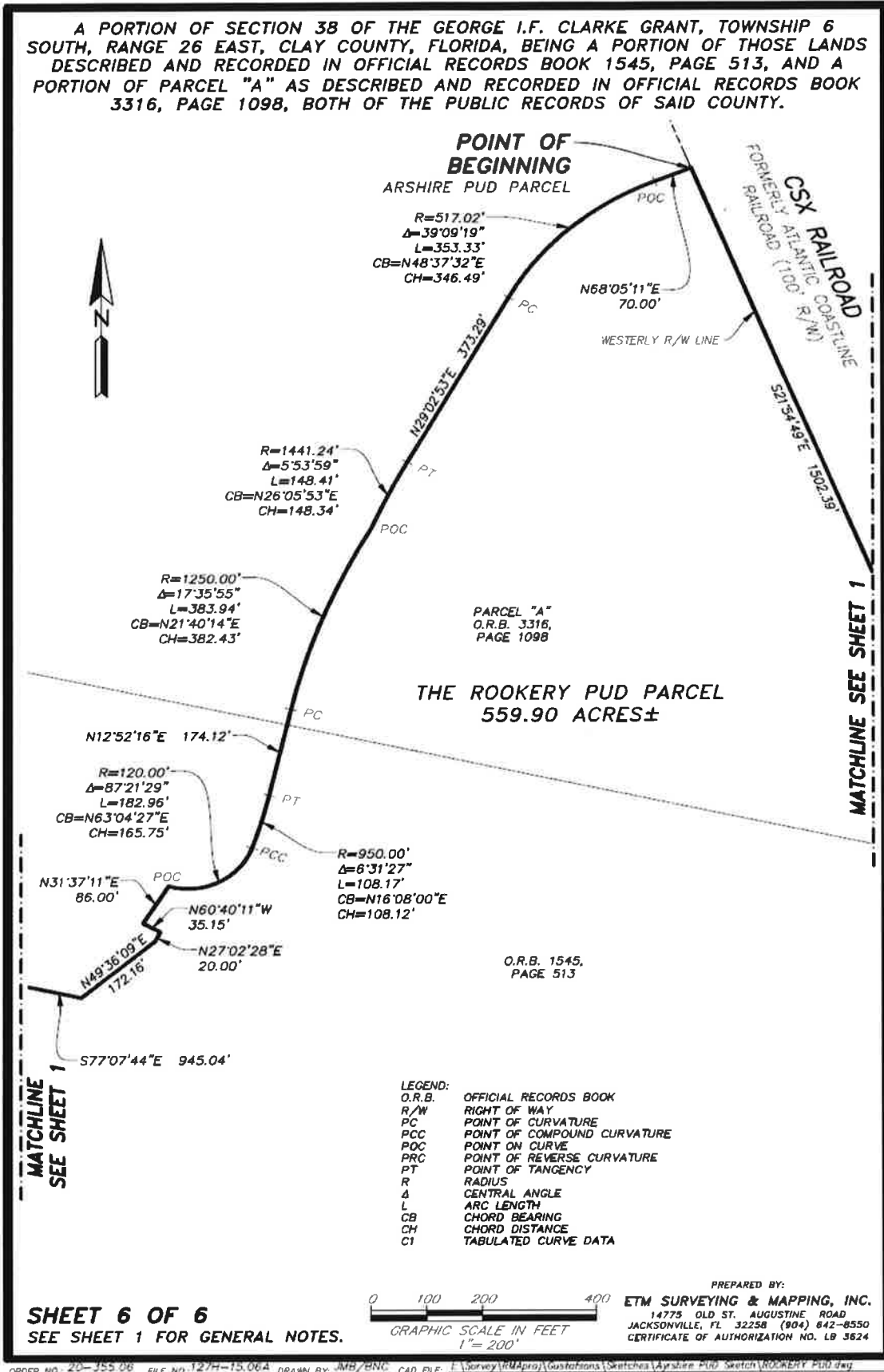
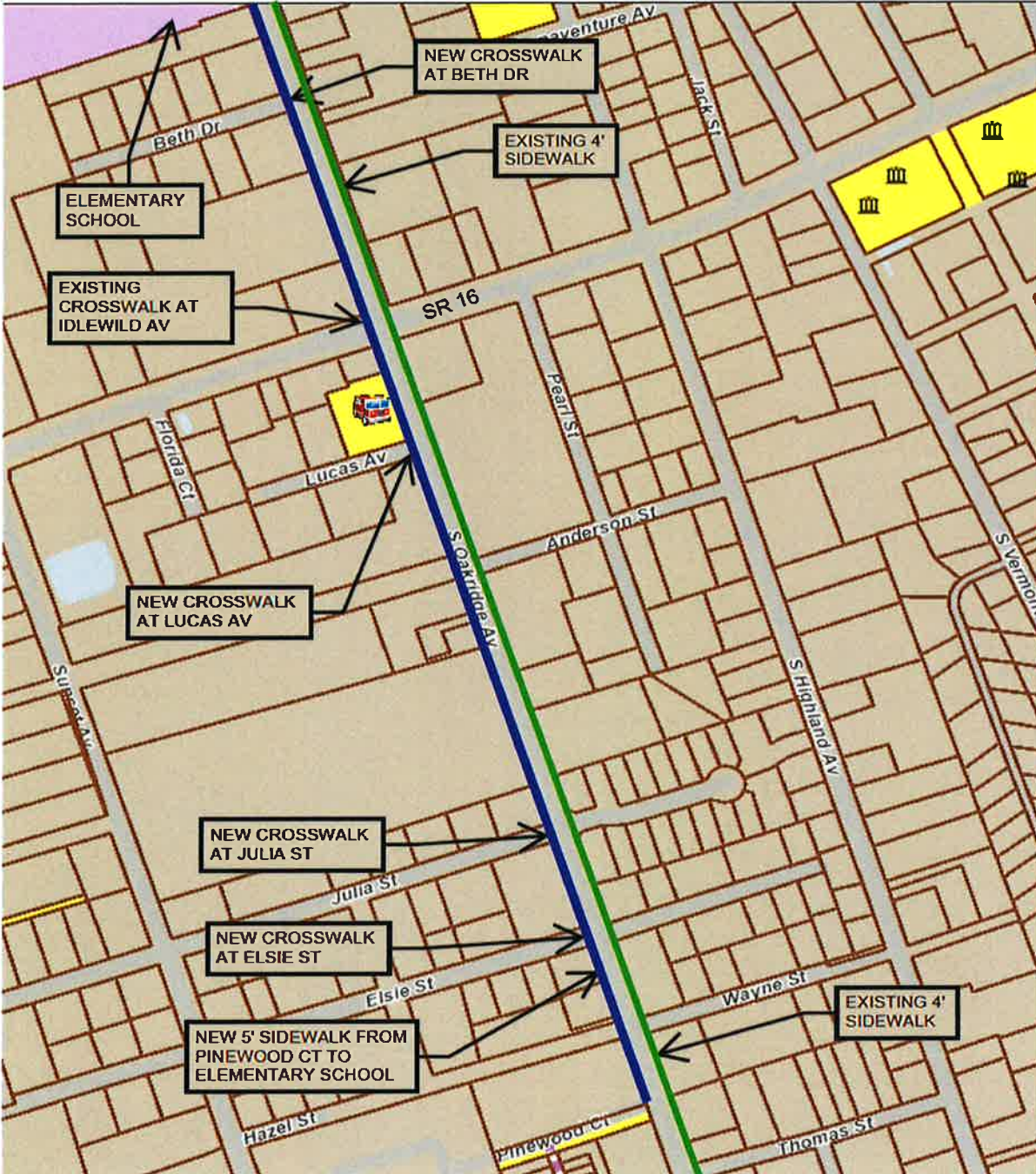


EXHIBIT “B”
Conceptual Plan

EXHIBIT "D"

Oakridge Avenue Improvements Plan

S. OAKRIDGE AVE. SIDEWALK IMPROVEMENTS



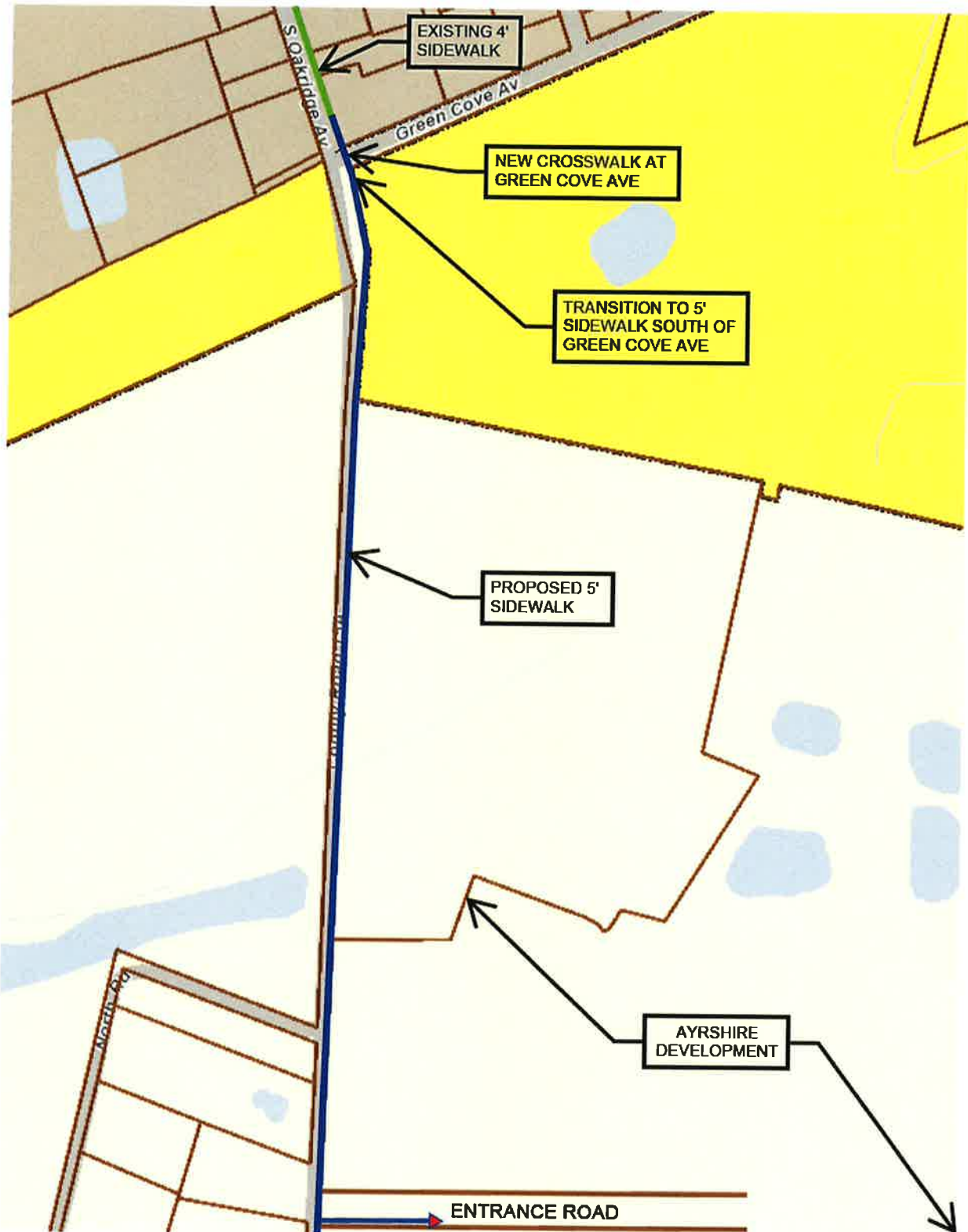


EXHIBIT "E"**Applicant Exchange Parcel**

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, of said Public Records; thence North $77^{\circ}06'26''$ West, departing said Westerly right of way line and along the Southerly line of said Parcel "A", 1313.50 feet to the Point of Beginning.

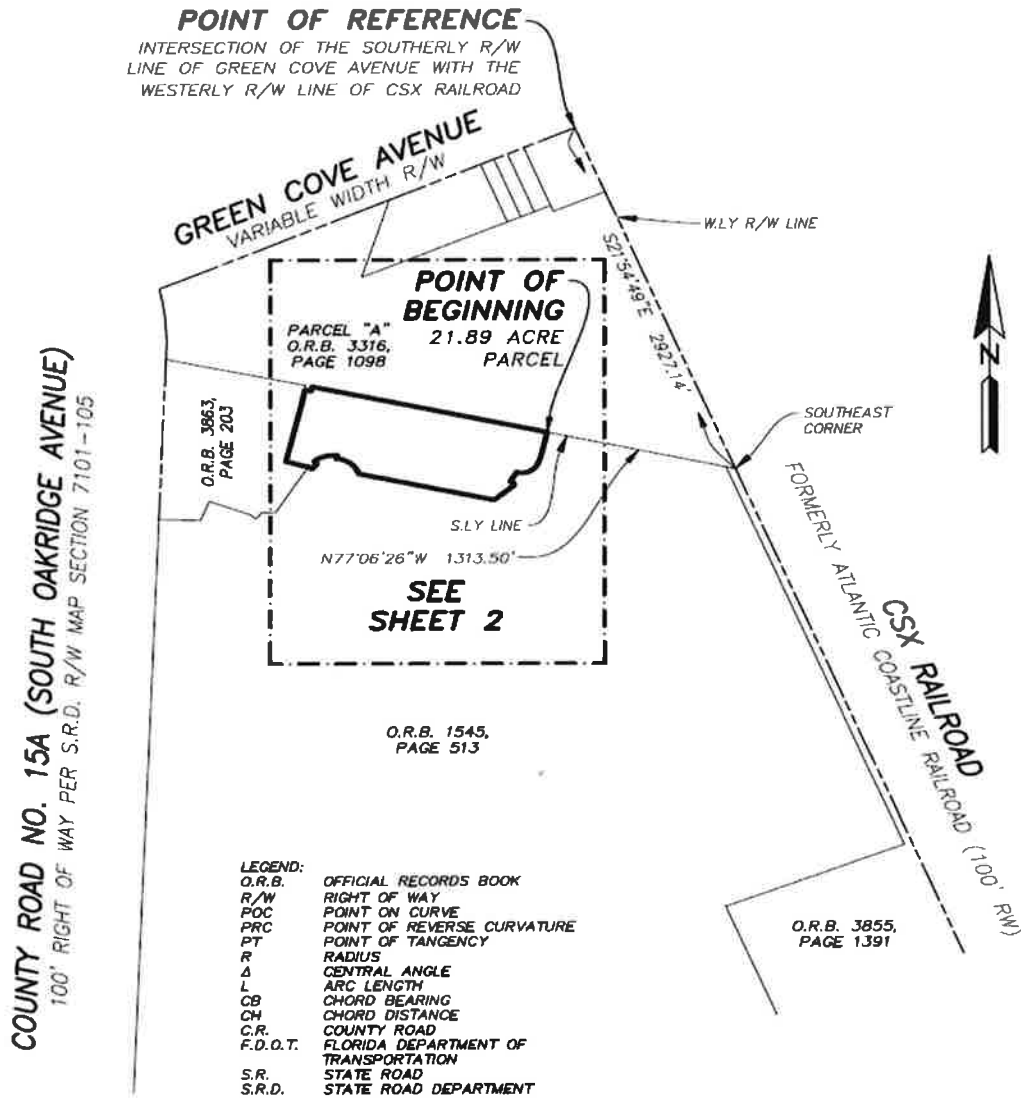
From said Point of Beginning, thence South $12^{\circ}52'16''$ West, departing said Southerly line, 142.67 feet to the point of curvature of a curve concave Westerly having a radius of 950.00 feet; thence Southerly along the arc of said curve, through a central angle of $06^{\circ}31'27''$, an arc length of 108.17 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South $16^{\circ}08'00''$ West, 108.12 feet; thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 120.00 feet, through a central angle of $87^{\circ}21'29''$, an arc length of 182.96 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $63^{\circ}04'27''$ West, 165.75 feet; thence South $31^{\circ}37'11''$ West, along a non-tangent line, 86.00 feet; thence South $60^{\circ}40'11''$ East, 35.15 feet; thence South $27^{\circ}02'28''$ West, 20.00 feet; thence South $49^{\circ}36'09''$ West, 172.16 feet; thence North $77^{\circ}07'44''$ West, 945.04 feet to a point on a non-tangent curve concave Southwesterly having a radius of 175.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $67^{\circ}09'24''$, an arc length of 205.12 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $51^{\circ}03'13''$ West, 193.58 feet; thence North $05^{\circ}22'04''$ East, along a non-tangent line, 24.76 feet to a point on a non-tangent curve concave Southerly having a radius of 198.38 feet; thence Westerly along the arc of said curve, through a central angle of $47^{\circ}45'50''$, an arc length of 165.38 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $73^{\circ}41'49''$ West, 160.63 feet; thence South $41^{\circ}22'44''$ East, along a non-tangent line, 29.96 feet to a point on a non-tangent curve concave Southeasterly having a radius of 175.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $16^{\circ}53'45''$, an arc length of 51.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $40^{\circ}10'24''$ West, 51.42 feet; thence North $58^{\circ}16'29''$ West, along a non-tangent line, 30.00 feet to a point lying on the Westerly line of those lands described and recorded in Official Records Book 3863, page 203, of said Public Records; thence Westerly and Northerly along said Westerly line the following 3 courses: Course 1, thence North $73^{\circ}46'32''$

West, 158.11 feet; Course 2, thence North $13^{\circ}06'51''$ East, 477.10 feet; Course 3, thence North $10^{\circ}55'57''$ East, 105.79 feet to a point lying on said Southerly line of Parcel "A"; thence Easterly along said Southerly line the following 3 courses: Course 1, thence South $77^{\circ}17'55''$ East, 42.83 feet; Course 2, thence North $08^{\circ}55'45''$ East, 36.14 feet; Course 3, thence South $77^{\circ}06'26''$ East, 1644.39 feet to the Point of Beginning.

Containing 21.89 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION 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 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°34'49" EAST.

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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: FEBRUARY 14, 2022

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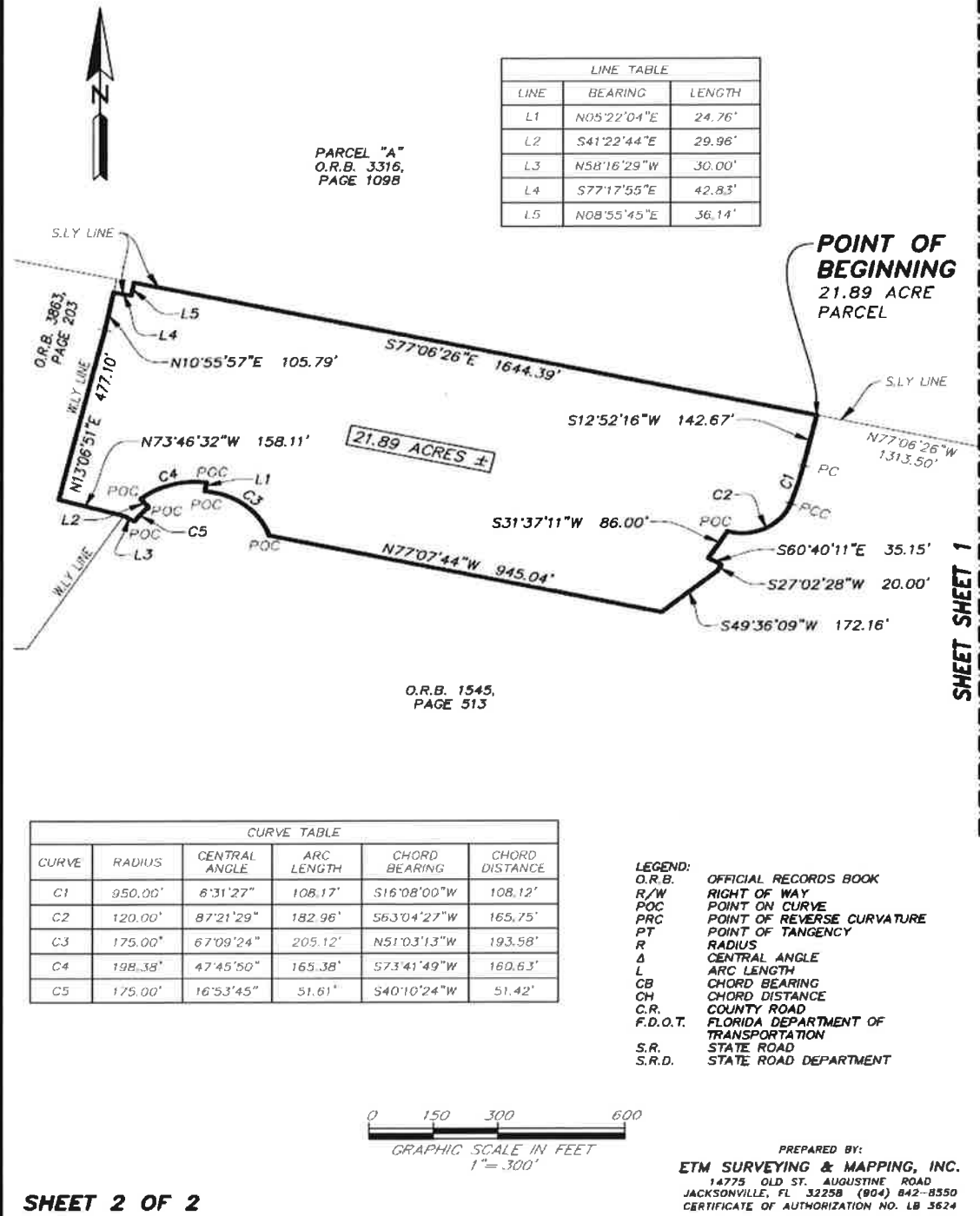


Digital Signature
by: Bob L.
Pittman, P.S.M.

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

ORDER NO.: 20-355.07 FILE NO.: 127H-15.07A DRAWN BY: JMB CAD FILE: I:\Survey\RM\pro\Questions\Sketches\RW LAND SWAP SKETCHES\21.89 ACRE SWAP PARCEL.dwg

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,



ORDER NO. 20-355.07 FILE NO. 127H-15.07A DRAWN BY: JMB CAD FILE: I:\Survey\Mappro\Quotations\Sketches\RW LAND SWAP SKETCHES\21.89 ACRE SWAP PARCEL.dwg

EXHIBIT "F"**City Exchange 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:

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, 1502.39 feet to the Northeast corner of those lands described and recorded in Official Records Book 3855, page 1391, of said Public Records; thence North 77°06'26" West, departing said Westerly right of way line and along the Northerly line of last said lands and along the Southerly line of said Parcel "A", 1313.50 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.

Containing 21.30 acres, more or less.

MAP SHOWING BOUNDARY SURVEY OF

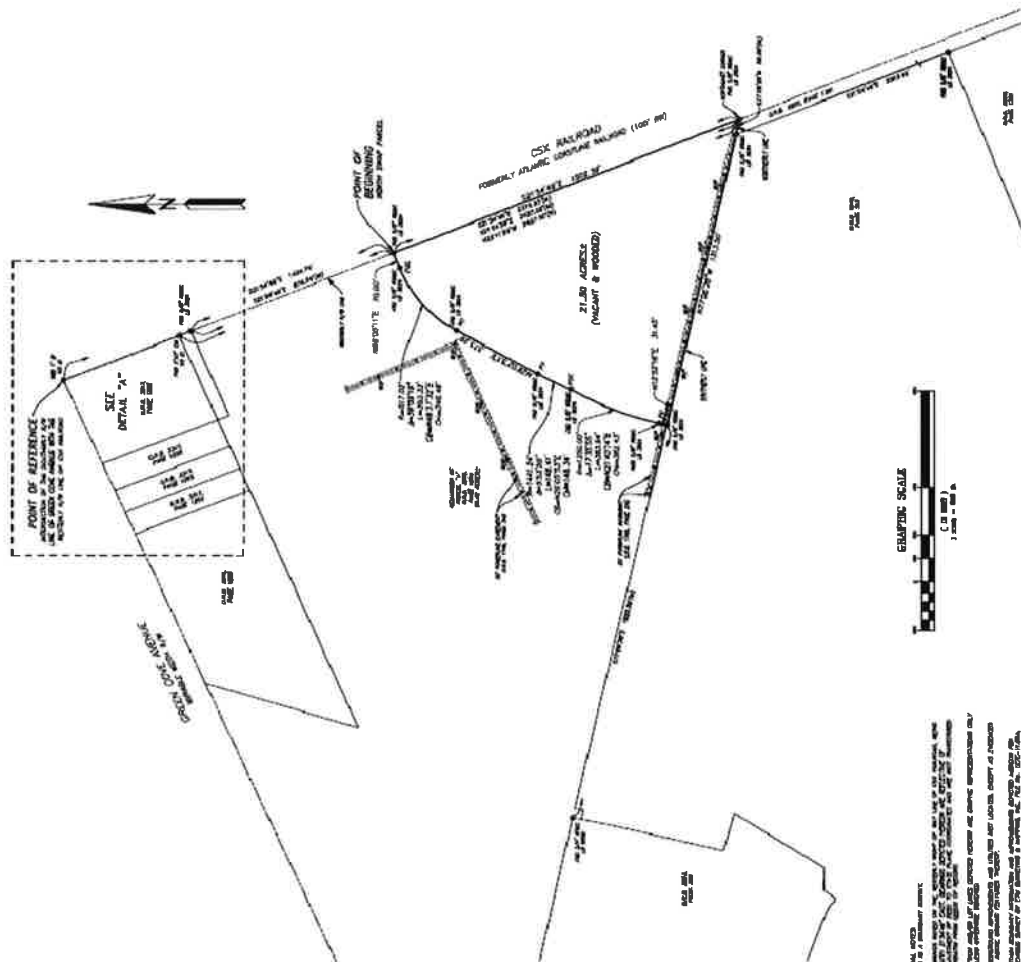
A PORTION OF SECTION 38 OF THE GEORGE J. CLARKE GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, CLAY COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL "A" AND RECORDED IN OFFICIAL RECORDS BOOK 5316, PAGE 1098, OF THE PUBLIC RECORDS OF SAID COUNTY.

BENCHMARK DESCRIPTION

At the intersection of the line of the Grant and the line of the Survey, there is a benchmark being a portion of the same corner as Parcel "A". For a full and complete description of the benchmark, see the Official Records Book 5316, Page 1098, of the Public Records of said County.

The line of the Survey, commencing at the intersection of the line of the Grant and the line of the Survey, is a line of the Survey, being a portion of the same corner as Parcel "A". The line of the Survey, commencing at the intersection of the line of the Grant and the line of the Survey, is a line of the Survey, being a portion of the same corner as Parcel "A".

Containing 21.28 acres, more or less.



NOTES: 1. This is a preliminary sketch. 2. The survey was made by the Surveyor General of the State of Florida. 3. The survey was made by the Surveyor General of the State of Florida. 4. The survey was made by the Surveyor General of the State of Florida. 5. The survey was made by the Surveyor General of the State of Florida.

ETM

Surveyor General of the State of Florida
Office of the Surveyor General
Tallahassee, Florida





STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** April 1, 2025

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of Mittauer Invoice # 25106 in the amount of \$446,770.00, and authorization for the mayor to execute Disbursement Request #5 (to follow) for permitting and design services for the Magnolia Point Reclaimed Water System & Potable Water System Improvements. *Scott Schultz*

BACKGROUND

On February 21, 2023, Council approved for staff to submit a Request for Inclusion (RFI) to the FDEP Drinking Water State Revolving Fund for design services for the Magnolia Point Reclaimed Water Improvements. This project is in preparation for compliance with the Surface Water Discharge Elimination Act (Senate Bill 64). On June 6, 2023, Council approved adding the design of the Reynolds Water System Improvements to the RFI.

On August 9, 2023, the FDEP-SRF Program approved DW10044 in the amount of \$2,171,400.

On May 7, 2024, Council approved a Consulting Engineers Services Agreement (CESA) with Mittauer & Associates in the amount of \$2,171,400.00 for permitting and design services for the Magnolia Point Reclaimed Water System.

During the duration of the project the city will submit disbursement requests to FDEP. FDEP will return the funds to the city. Upon completion and closure of the project the full amount becomes a loan payable bi-annually for 20 years.

FISCAL IMPACT

\$446,770.00 from the Water Capital Improvement Program Budget

RECOMMENDATION

Approve Mittauer Invoice # 25106 in the amount of \$446,770.00, and authorization for the mayor to execute Disbursement Request #5

MITTAUER &
ASSOCIATES, INC.
580 Wells Rd
Orange Park, FL 32073
+19042780030



Invoice 25106

Item #10.

BILL TO

City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL
32043

DATE
03/14/2025

PLEASE PAY
\$446,770.00

DUE DATE
04/03/2025

M&A PROJECT NO.

8905-61-1

DESCRIPTION

AMOUNT

SRF MAGNOLIA POINT RECLAIMED WATER SYSTEM & POTABLE WATER SYSTEM IMPROVEMENTS

PURCHASE ORDER NO. 2725909

SRF AGREEMENT NO. DW100440

CITY OF GREEN COVE SPRINGS, FLORIDA

Engineering services concerning the SRF Magnolia Point Reclaimed Water System & Potable Water System Improvements project rendered during the period ending March 14, 2025, including:

Magnolia Point Reclaimed Water Extensions

- o Completion of field work for topographic and boundary surveying activities.
- o Progress toward 30% Drawings.

Harbor Road Water Treatment Plant Improvements

- o Progress toward 60% Drawings.

Reynolds Water Treatment Plant Improvements

- o Progress toward 60% Drawings.

LUMP SUM CONTRACT AMOUNT: \$2,171,400.00

Item A. FDEP SRF Administration Assistance & Meetings, \$19,500

Item B. Specialized Field Studies (Topographic Surveying, Boundary Surveying, Subsurface Utility Engineering, Geotechnical Work), \$650,000

Item C. Engineering Design, \$1,471,900

Item D. Permitting Services, \$30,000

AMOUNT PREVIOUSLY INVOICED: \$591,500.00

Amount Earned This Period

446,770.00

Thank you for your business.

TOTAL DUE

\$446,770.00

THANK YOU.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** April 1, 2025

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of, and authorization for the mayor to execute, Amendment #4 to Loan Agreement WW10420 & Grant Agreement AG100421, which extends the Agreement date to September 15, 2025, for permitting and design services for the Magnolia Point Reclaimed Water System & Potable Water System Improvements. *Scott Schultz*

BACKGROUND

On February 21, 2023, Council approved for staff to submit a Request for Inclusion (RFI) to the FDEP Drinking Water State Revolving Fund for design services for the Magnolia Point Reclaimed Water Improvements. This project is in preparation for compliance with the Surface Water Discharge Elimination Act (Senate Bill 64). On June 6, 2023, Council approved adding the design of the Reynolds Water System Improvements to the RFI.

On August 9, 2023, the FDEP-SRF Program approved DW10044 in the amount of \$2,171,400.

On May 7, 2024, Council approved a Consulting Engineers Services Agreement (CESA) with Mittauer & Associates in the amount of \$2,171,400.00 for permitting and design services for the Magnolia Point Reclaimed Water System.

Amendment #4 extends the agreement date to September 15, 2025

FISCAL IMPACT

NA

RECOMMENDATION

Approval and authorize the Mayor to execute Amendment #4 to Loan Agreement WW10420 & Grant Agreement AG100421, which extends the Agreement date to September 15, 2025

**STATE REVOLVING FUND
AMENDMENT 4 TO LOAN AGREEMENT WW100420
& GRANT AGREEMENT SG100421
CITY OF GREEN COVE SPRINGS**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF GREEN COVE SPRINGS, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW100420 & Grant Agreement SG100421, as amended; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete construction.

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on March 15, 2026, and semiannually thereafter on September 15 and March 15 of each year until all amounts due under the Agreement have been fully paid.
2. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:
 - (2) Completion of Project construction is scheduled for September 15, 2025.
 - (3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than September 15, 2025.
 - (4) The first Semiannual Loan Payment in the amount of \$352,435 shall be due March 15, 2026.
3. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 4 to Loan Agreement WW100420 & Grant Agreement SG100421 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF GREEN COVE SPRINGS

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** April 1, 2025

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of the Sawcross (Tender Contractor) Pay Request #11, in the amount of \$228,920.55, and authorization for the mayor to execute Disbursement Request # 25 (to follow), for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

BACKGROUND

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

Excerpt from the June 7, 2016 Staff Report

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On February 16, 2021 Council approved the Engineers Recommendation of Award to Williams Industrial Services, LLC.

On March 16, 2021, Council approved and executed the contract between the city and Williams Industrial.

On July 19, 2023, Williams Industrial abandoned the site and filed bankruptcy. Since that time staff have been working with the Surety (performance bond insurance company) to replace Williams Industrial with a substitute contractor to finish construction.

The Surety, in cooperation with city staff, has selected Sawcross Inc. as the completion contractor (referred to in legal documents as the Tender Contractor). The City and Sawcross now have the standard Owner / Contractor relationship and Sawcross is completing the construction of the facility.

The following items have been received.

- Fully Executed Tender & Release Agreement
- Performance and Payment Bond from Sawcross to the City
- Executed Debarment Form from Sawcross to the City.

Due to the bankruptcy of Williams Industrial, and the subsequent hiring of Sawcross as the Tender Contractor, the cost to complete the plant rose from \$2,640,255.19 to \$4,713,219.00. The surety paid the city \$2,072,963.81 over and above the original contract price.

The remaining \$92,245.51 of grant funds provided by the St. Johns River Water Management District (SJRWMD) were expended with Tender Contractors Pay Request #6.

Soon to follow will be Disbursement Request #25 for the mayors execution.

FISCAL IMPACT

\$228,920.55 from the Wastewater CIP Budget

RECOMMENDATION

Approve Sawcross (Tender Contractor) Pay Request #11, in the amount of \$228,920.55 and authorize the mayor to execute Disbursement Request # 25



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

Item #12.
35 Years
1989-2024
ENGINEERING
EXCELLENCE

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

March 25, 2025

VIA EMAIL

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

RE: Tender Contractor's Pay Request No. 11
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. 11 from Sawcross, Inc. and find it acceptable. We have, accordingly, indicated our approval and are forwarding an electronic copy to you for approval and payment. This pay request totals \$228,920.55 and should be paid with SRF funds.

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

Sincerely yours,
Mittauer & Associates, Inc.

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

JRS/pj
Enclosure
cc: Sawcross, Inc.

#2406

MAR 25 2025

E-MAILED
3/24/25 JASON

Item #12.

Contractor's Application for Payment

Owner: City of Green Cove Springs
 Engineer: Mittauer & Associates
 Contractor: Sawcross, Inc
 Project: DEP SRF Harbor Road WRF Expansion Ph. 2
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: 8905-56-1
 Contractor's Project No.: 2406

Application No.: 11 Application Date: 3/31/2025
 Application Period: From 3/1/2025 to 3/31/2025

1. Original Contract Price	\$ 4,713,219.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 4,713,219.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 4,064,219.00
5. Retainage	
a. 5% X \$ 4,064,219.00 Work Completed =	\$ 203,210.95
b. 5% X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 203,210.95
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 3,861,008.05
7. Less previous payments (Line 6 from prior application)	\$ 3,632,087.50
8. Amount due this application	\$ 228,920.55
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 852,210.95

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Sawcross Incorporated

Signature: _____

Date: 3/31/2025

Recommended by Engineer

Approved by Owner

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved by Funding Agency

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Green Cove Springs					Owner's Project No.:			
Engineer:	Mittauer & Associates					Engineer's Project No.:	8905-56-1		
Contractor:	Sawcross, Inc					Contractor's Project No.:	2406		
Project:	DEP SRF Harbor Road WRF Expansion Ph. 2								
Contract:									

Application No.:	11	Application Period:	From	03/01/25	to	03/31/25	Application Date:	03/31/25
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
	General Conditions	1,250,000.00	1,005,000.00	125,000.00		1,130,000.00	90%	120,000.00
	Payment & Performance Bonds	60,000.00	60,000.00	-		60,000.00	100%	-
	Project Documentation	2,000.00		500.00		500.00	25%	1,500.00
	Survey and As Built Drawings	15,000.00	8,500.00	-		8,500.00	57%	6,500.00
	Sitework	500,000.00	335,000.00	75,000.00		410,000.00	82%	90,000.00
	Asphalt Paving	400,000.00		-		-	0%	400,000.00
	Chain Link Fencing	100,000.00	90,000.00	-		90,000.00	90%	10,000.00
	Concrete	100,000.00	95,500.00	-		95,500.00	96%	4,500.00
	Miscellaneous Metals	150,000.00	145,000.00	2,500.00		147,500.00	98%	2,500.00
	Protective Coatings	150,000.00	144,500.00	2,500.00		147,000.00	98%	3,000.00
	Miscellaneous Specialties	25,000.00	21,000.00	2,000.00		23,000.00	92%	2,000.00
	Security System	65,000.00	58,500.00	6,500.00		65,000.00	100%	-
	Vertical Turbine Pumps	30,000.00	30,000.00	-		30,000.00	100%	-
	Secondary Clarifier Equipment	500,000.00	500,000.00	-		500,000.00	100%	-
	RAS/WAS Pumps	10,000.00	10,000.00	-		10,000.00	100%	-
	In-Plant Pump Station	10,000.00	9,750.00	250.00		10,000.00	100%	-
	Chemical Feed System	10,000.00	9,000.00	1,000.00		10,000.00	100%	-
	Disc Filter System	25,000.00	25,000.00	-		25,000.00	100%	-
	Sample Pumps	15,000.00	15,000.00	-		15,000.00	100%	-
	Floating Surface Aerator	20,000.00	15,000.00	5,000.00		20,000.00	100%	-
	Refrigerated Samplers	10,000.00	7,500.00	2,500.00		10,000.00	100%	-
	Influent Structure Davit Crane	20,000.00	20,000.00	-		20,000.00	100%	-
	Screening Dumpsters	10,000.00	10,000.00	-		10,000.00	100%	-
	Fiberglass Ladders	5,000.00	5,000.00	-		5,000.00	100%	-
	Eyewash Station	5,000.00	5,000.00	-		5,000.00	100%	-
	Pre-Engineered Metal Building System	80,000.00	80,000.00	-		80,000.00	100%	-
	Prestressed Concrete Tanks	130,000.00	130,000.00	-		130,000.00	100%	-
	Precast Concrete Buildings	5,000.00	5,000.00	-		5,000.00	100%	-
	Pipe, Valves and Fittings	151,219.00	147,500.00	3,719.00		151,219.00	100%	-
	Chemical Piping	180,000.00	180,000.00	-		180,000.00	100%	-
	Plumbing	20,000.00	17,500.00	2,500.00		20,000.00	100%	-
	Electrical	350,000.00	341,000.00	-		341,000.00	97%	9,000.00
	Instrumentation	60,000.00	48,000.00	12,000.00		60,000.00	100%	-
	Disk Filter - Spares/Media/CP	65,000.00	65,000.00	-		65,000.00	100%	-

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Green Cove Springs				Owner's Project No.:			
Engineer:	Mittauer & Associates				Engineer's Project No.:	8905-56-1		
Contractor:	Sawcross, Inc				Contractor's Project No.:	2406		
Project:	DEP SRF Harbor Road WRF Expansion Ph. 2							
Contract:								

Application No.:	11	Application Period:	From	03/01/25	to	03/31/25	Application Date:	03/31/25
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A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
	Oxidation Ditch - Equipment Rebuild	105,000.00	105,000.00	-	-	105,000.00	100%	-	
	Mechanical Screen - Equipment Rebuild	80,000.00	80,000.00	-	-	80,000.00	100%	-	
Original Contract Totals		\$ 4,713,219.00	\$ 3,823,250.00	\$ 240,969.00	\$ -	\$ 4,064,219.00	86%	\$ 649,000.00	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Green Cove Springs					Owner's Project No.:			
Engineer:	Mittauer & Associates					Engineer's Project No.:	8905-56-1		
Contractor:	Sawcross, Inc					Contractor's Project No.:	2406		
Project:	DEP SRF Harbor Road WRF Expansion Ph. 2								
Contract:									

Application No.:	11	Application Period:	From	03/01/25	to	03/31/25	Application Date:	03/31/25
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
Change Order Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders								
Project Totals		\$ 4,713,219.00	\$ 3,823,250.00	\$ 240,969.00	\$ -	\$ 4,064,219.00	86%	\$ 649,000.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

[illegible]

Progress Estimate - Unit Price Work

Contractor's Application for Payment

[illegible]

Stored Materials Summary

Contractor's Application for Payment

Owner:	City of Green Cove Springs	Owner's Project No.:	
Engineer:	Mittauer & Associates	Engineer's Project No.:	8905-S6-1
Contractor:	Sawcross, Inc	Contractor's Project No.:	2406
Project:	DEP SRF Harbor Road WRF Expansion Ph. 2		
Contract:			

[illegible]



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** April 1, 2025
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval to surplus Electric Department Vehicle # 403, a 2009 Ford F-150 that has outlived its useful life.

BACKGROUND

Vehicle # 403 has outlived its useful life and will be sold as surplus.

FISCAL IMPACT

Funds received will be returned to the Electric Fund

RECOMMENDATION

Approve surplus of vehicle #403



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** April 1, 2025
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval to surplus various small items from the police department.

BACKGROUND

Various small items (flashlights, belt accessories, holsters, etc.) from the police department are obsolete and will be surplussed as deemed appropriate.

FISCAL IMPACT

Funds received will be returned to the General Fund

RECOMMENDATION

Approve surplus of various small items from the police department.



GREEN COVE SPRINGS POLICE DEPARTMENT

1001 Idlewild Avenue, Green Cove Springs, FL 32043
www.GCSPD.com



MEMORANDUM

To: SCOTT SCHULTZ
From: COMMANDER LUEDTKE #695 *BAZ*
Subject: SURPLUS
Date: 3/25/25
CC: RECORDS

The following items will be surplused and will be removed from our inventory:

- (5) Maglite Flashlight
- (5) Safariland gun holders, three left-handed, two right-handed
- (6) Tourniquet Holsters
- (1) Orange Incident Commander Vest
- (1) Pack Belt Keepers



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** April 1, 2025
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval to surplus Parks Department Vehicle # 635, a 2009 Ford Econoline Van that has outlived its useful life. *Scott Schultz*

BACKGROUND

Vehicle # 635 has outlived its useful life and will be sold as surplus.

FISCAL IMPACT

Funds received will be returned to the General Fund

RECOMMENDATION

Approve surplus of vehicle #635



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** April 1, 2025
FROM: Mike Null, Asst. City Manager
SUBJECT: Selection of a Citizens Advisory Task Force (CATF) to support application for a grant in the 23-24 CDBG Grant cycle. *Mike Null*

BACKGROUND

The City has secured the services of Fred Fox Enterprises to submit a grant application in the 23-24 Communities Development Block Grant (CDBG) cycle. The City had the option to convene a CATF to discuss potential projects for the application. Exercising this option will increase the City's grant score.

At least 3 of the 5 members must meet low-to-moderate income standards and all must be city residents. The City Council needs to approve the membership of the CATF, which can be done retroactively for the meeting that was held on April 1, 2025 at 5:00PM. This meeting was properly noticed to the public.

Staff is asking approval of the following members:

- Anthony Cotton
- Kerrienne Ferrell
- Henrietta Francis
- Bob Lewis
- Tammy Rowson

FISCAL IMPACT

N/A

RECOMMENDATION

Approve Anthony Cotton, Kerrienne Ferrell, Henrietta Francis, Bob Lewis and Tammy Rowson to serve on the City's Citizens Advisory Task Force for the 23-24 CDBG grant application cycle.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** April 1, 2025
FROM: Mike Null, Asst. City Manager
SUBJECT: Approval of Resolution R-04-2025, providing the disposition of \$2,000,000 in over-recovered electric Power Cost Adjustment (PCA) funds from FY 23-24. *Mike Null*

BACKGROUND

Pursuant to City Council direction at the March 25, 2025 Special Session, this resolution provides that \$2,000,000 in over-recovered PCA funds from FY 23-24 be allocated as follows:

- \$1,000,000 of the over-recovered funds shall be allocated to the general Electric Fund reserves to be available for capital repair and replacement needs
- \$500,000 shall be allocated to repay a portion of the FY23 interfund loan of \$1,245,000 from the Electric Fund to the General fund
- \$500,000 shall remain for PCA fluctuations.

This resolution memorializes Council direction as outlined in the Resolution.

FISCAL IMPACT

N/A

RECOMMENDATION

Approve Resolution R-04-2025, providing the disposition of \$2,000,000 in over-recovered electric Power Cost Adjustment (PCA) funds from FY 23-24.

RESOLUTION NO. R-04-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA DIRECTING THE DISPOSITION OF OVER-RECOVERED POWER COST ADJUSTMENT FUNDS FROM FISCAL YEAR 23-24.

WHEREAS, the City of Green Cove Springs City Council authorized a restructuring of electric rates effective January 1, 2024; and

WHEREAS, this restructuring moved an additional \$0.02 per kWh into the base rates; and

WHEREAS, the restructuring of the rates required approval of the Florida Public Services Commission; and

WHEREAS, there was an administrative lag in implementation of the new rate structure and adjustment of monthly Power Cost Adjustment (PCA) rates; and

WHEREAS, this administrative lag resulted in an over-recovery for FY 23-24 of \$2,000,000; and

WHEREAS, City Code Section 90-122(6)b.2 stipulates that in no case will the cumulative under- or over-recoveries be allowed to exceed eight percent of the fiscal year's annual adopted bulk power supply budget; and

WHEREAS, City Code Section 90-122(6)a stipulates that an amount may be established from time to time by the city by resolution to be deposited (rate stabilization fund deposit or RSFD) in a rate stabilization fund which shall be used at the discretion of the city council to offset increases in the cost of power to the city (rate stabilization fund adjustment or RSFA) or for other lawful electric utility purposes, including, but not limited to, expansions, renewals and replacement of electric utility facilities; and

WHEREAS, the City of Green Cove Springs City Council meeting in Special Session on March 25, 2025 directed the disposition of the \$2,000,000 in over-recovered funds.

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

SECTION 1. \$1,000,000 of the over-recovered funds shall be allocated to the general Electric Fund reserves to be available for capital repair and replacement needs, \$500,000 shall be allocated to repay a portion of the FY23 interfund loan of \$1,245,000 from the Electric Fund to the General fund, and \$500,000 shall remain for PCA fluctuations.

**DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF
GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 1ST DAY
OF APRIL, 2025.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney