CITY OF GREEN COVE SPRINGS
CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, SEPTEMBER 21, 2021 – 7:00 PM

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

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

AGENDA

Invocation & Pledge of Allegiance to the Flag - **Pastor Christian Pope, Springs Church**

Roll Call

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

PUBLIC HEARINGS

1. Second and Final Public Hearing and approval of Resolution No. R-21-2021, a Resolution in compliance with Florida Statute 200.065 establishing a Millage Rate of $3.8000 Per Thousand of Non-Exempt Real Property within the City of Green Cove Springs, Florida for Fiscal Year 2021/2022. ***Marlena Guthrie***

2. Second and Final Public Hearing and approval of Resolution No. R-22-2021, a Resolution setting forth the Annual Budget for Fiscal Year beginning October 1, 2021 and ending September 30, 2022.***Marlena Guthrie***

3. Second and Final Public Hearing and approval of Resolution No. R-23-2021, a Resolution setting forth the Annual Capital Improvement Plan for Fiscal Years beginning October 1, 2021 to September 30, 2026. ***Marlena Guthrie***

4. Second and Final Reading of O-15-2021, an ordinance amending the Future Land Use from MUH, Mixed Use Highway, to RHD, Residential High Density, for property located in the 1300 Block of Energy Cove Court for approximately 9.4 acres. ***Michael Daniels***

5. Second and Final Reading of Ordinance O-16-2021, an ordinance amending the zoning district from C-2, General Commercial and M-2, Industrial to R-3, Residential High Density for approximately 9.4 acres of property located in the 1300 Block of Energy Cove Court. ***Michael Daniels***

CONSENT AGENDA

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

6. City Council approval of the Breast Cancer Awareness Month Proclamation. ***Erin West***

7. Pending approval of R-20-2021 prior to the Consent Agenda, City Council approval to purchase a 2021 F-250 work truck from the Florida Sheriff's Bid # 18-VEL 26.0, in the total amount of $40,222.00 from Duval Ford and to surplus truck # 952, a 2006 Ford which has far outlived its useful life. ***Scott Schultz***

8. City Council approval of Contractor's Pay Request #4 for Williams Industrial Services, LLC, in the amount of $749,745.17, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420. ***Scott Schultz***

9. City Council approval of Minutes from 8/3/2021 Special Session. ***Erin West***

10. City Council approval of the Soul Food Proclamation. ***Kimberly Thomas***

11. City Council authorization to purchase a Digger Derrick Truck from Altec Industries under the Sourcewell bid in the amount of $240,000. ***Andy Yeager***

12. City Council approval of, and authorization for the Mayor to execute, Disbursement Request #5, in the amount of $561,813.97 for construction of the Advanced Wastewater Treatment Plant (AWWTP), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420 in the total amount of $15,426,644.33. ***Scott Schultz***

13. City Council approval of, and authorization for the Assistant Water Utilities Director (Project Manager) to execute, SJRWMD Disbursement Request #1, in the amount of $202,431.20 for construction of the Advanced Wastewater Treatment Plant (AWWTP), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420 in the total amount of $15,426,644.33. ***Scott Schultz***

14. City Council review and approval of a street closure request and fee waiver request for a Minor Event, CalaVida Festival. ***Michael Daniels***

15. City Council approval of Resolution No. R-25-2021, authorizing the City of Green Cove Springs Staff to enter into an Agreement with the Florida Department of Environmental Protection to receive Grant Funds related to the Green Cove Springs Public Safety and River Access Project, as authorized by HB 2985. ***Steve Kennedy***

16. City Council approval of Change Order #1 to Contract Number LC 2020-17 Chapman Substation Construction to Terry's Electric in the additive amount of $75,534.17, bringing the new total contract amount to $954,620.17. ***Andy Yeager***

17. City Council approval of Resolution R-26-2021, adopting the Language Access Plan. ***Mike Null***

18. City Council approval of Amendment #1 to Contract Number LC 2018-02 – Tree Trimming for Electrical Distribution/Service Lines with Davey Tree Expert Company for the period September 4, 2021 through September 3, 2022 with the option to renew for one additional year. ***Andy Yeager***

COUNCIL BUSINESS

19. Potential Development Moratorium Discussion. ***Michael Daniels***

20. Non-Ad Valorem Special Assessments for Nuisance Abatement Charges. ***Michael Daniels***

21. Approval of the Second Amendment to City Attorney Employment Agreement. ***Jim Arnold***

22. Approval of the City Manager Employment Agreement. ***Steve Kennedy***

23. City Manager & City Attorney Reports / Correspondence

24. City Council Reports / Correspondence

Adjournment

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

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

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

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

ADA NOTICE

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

PUBLIC PARTICIPATION:

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

EXPARTE COMMUNICATIONS

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

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** September 21, 2021

FROM: Marlena Guthrie, Finance Director

SUBJECT: Second and Final Public Hearing and approval of Resolution No. R-21-2021, a Resolution in compliance with Florida Statute 200.065 establishing a Millage Rate of $3.8000 Per Thousand of Non-Exempt Real Property within the City of Green Cove Springs, Florida for Fiscal Year 2021/2022.

BACKGROUND

The first issue to be discussed at the public hearing on the final millage rate is the percentage increase in millage over the rolled back rate. The Council approved a tentative millage rate of 3.8000 mills at the first public hearing on September 7, 2021. The tentative millage rate of 3.8000 mills is an increase of 2.82% of the rolled back rate of 3.6958. At all hearings, the Council shall hear comments regarding the millage rate and citizens shall be allowed to speak and ask questions prior to the adoption of any measures by the Council.

A copy of the Notice of Proposed Tax Increase that appeared in the Clay Today Newspaper on September 16, 2021 is attached for your information.

FISCAL IMPACT

A 3.8000 millage rate will generate $2,114,555 in ad valorem taxes. By law, an agency must budget at least 95% of the ad valorem taxes to be assessed; however, based on historical data of collections, the City has budgeted 98% or $2,072,264 for Fiscal Year 2021/2022.

RECOMMENDATION

Approve Resolution No. R-21-2021, a Resolution establishing the millage rate for Fiscal Year 2021/2022 at $3.8000 per thousand which is an increase of 2.82% over the rolled-back rate of 3.6958.

RESOLUTION NO. R-21-2021

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

WHEREAS, the City of Green Cove Springs, Florida on September 21, 2021, adopted Fiscal Year 2021/2022 Final Millage rates following a public hearing as required by Florida Statute 200.065; and

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

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

WHEREAS, the City has complied with all requirements of all applicable State and local laws for adoption of the current millage rate.

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

Section 1. The Fiscal Year 2021/2022 final operating millage rate is 3.8000 mills, which is greater than the rolled-back rate of 3.6958 mills by 2.82%.

Section 2. Such millage rate shall be levied upon all taxable property within the City for the Fiscal Year 2021/2022.

Section 3. This Resolution shall constitute sufficient evidence of said Council's action to establish the millage and said rate shall be immediately certified to the appropriate tax collection authorities.

Section 4. This Resolution will take effect immediately upon its adoption.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 21st DAY OF SEPTEMBER, 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

_____
Edward Gaw, Mayor

ATTEST:

_____
Erin West, City Clerk

APPROVED AS TO FORM ONLY:

_____
L. J. Arnold, III, City Attorney

NOTICE OF PROPOSED TAX INCREASE

The City of Green Cove Springs has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

Initially proposed tax levy	$2,008,221
Less tax reductions due to Value Adjustment Board and other assessment changes	$5,509
Actual property tax levy	$2,002,712

This year's proposed tax levy	$2,114,555

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

SEPTEMBER 21, 2021
7:00PM
321 WALNUT ST.
GREEN COVE SPRINGS, FL

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** September 21, 2021

FROM: Marlena Guthrie, Finance Director

SUBJECT: Second and Final Public Hearing and approval of Resolution No. R-22-2021, a Resolution setting forth the Annual Budget for Fiscal Year beginning October 1, 2021 and ending September 30, 2022.

BACKGROUND

The second issue to be discussed at the public hearing on the millage rate and the budget is the Annual Operating Budget. At all public hearings, the Council shall hear comments regarding the budget and citizens shall be allowed to speak and ask questions prior to the adoption of any measures by the Council. The total annual operating budget for the City of Green Cove Springs for Fiscal Year 2022 is $55,827,685 which is $10,887,368 more than Fiscal Year 2021.

A copy of the Budget Summary that appeared in the Clay Today Newspaper on September 16, 2021 is attached for your information.

FISCAL IMPACT

A total budget of all funds is $55,827,685, of which $14,022,960 is the General Fund; $17,368,100 is the Electric Fund; $3,726,100 is the Water Fund; $17,169,600 is the Wastewater Fund; $832,420 is the Sanitation Fund; $454,252 is the Customer Service Fund; $1,628,818 is the Stormwater Fund; $364,638 is the Building Fund; $20,000 is the Special Law Enforcement Trust Fund; $159,867 is the Debt Service Fund for Police EOC and $80,930 is the Debt Service Fund for Spring Park.

RECOMMENDATION

Approve Resolution No. R-22-2021, a Resolution setting forth the Annual Operating Budget for Fiscal Year beginning October 1, 2021 and ending September 30, 2022.

RESOLUTION NO. R-22-2021

A RESOLUTION SETTING FORTH THE ANNUAL BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021

WHEREAS, this is a Resolution setting forth the annual budget for the City of Green Cove Springs, Florida for fiscal year beginning October 1, 2021.

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

SECTION 1. The annual budget for the City of Green Cove Springs is agreed upon and adopted consisting of the following tables showing the anticipated revenues and appropriating the various departments the amounts of money set opposite such departments for expenditures incurred in their operation.

Revenues:	
Ad Valorem Taxes	2,072,264
Other Taxes	2,294,463
Franchise Fees	401,077
Licenses and Permits	50,000
Charges for Services	41,000
Fines & Forfeitures	1,347,649
Economic Environment	111,023
Recreation Events	66,000
Miscellaneous	281,380
Interest	3,000
Grants/Loans	4,610,111
Legislative Delegation	300,000
Interlocal	348,088
Private Developer	15,000
Interfund Transfers	1,781,905
Transfers from Reserves	300,000
TOTAL GENERAL FUND REVENUES TO BE AVAILABLE	**14,022,960**

Expenditures:	
City Council	83,516
Manager's Office	371,833
City Clerk	160,560
Human Resources	276,792
Augusta Savage Community Center	1,659,889
Finance	353,190
Information Technology	245,488
General Services	2,514,311
Legal	142,943

Development Services	245,053
Code Enforcement	76,168
Police	3,704,547
Public Works	2,580,000
Right of Way Maintenance	269,492
Parks and Recreation	1,073,988
Parks and Recreation Programming	72,000
Equipment Maintenance	193,190
TOTAL ANTICIPATED GENERAL FUND EXPENDITURES	**14,022,960**

UTILITIES FUNDS ANTICIPATED REVENUES AND EXPENDITURES

ELECTRIC FUND:	
Revenues:	
Electric Sales	12,500,000
Night Lights	68,500
Electric Connections	13,500
Electric Department Services	250,000
Pole Rental	51,600
Interest	6,500
Late Fees/Miscellaneous	126,000
Loan Proceeds	1,382,737
Grant	800,000
Reserves	2,169,263
TOTAL REVENUES	**17,368,100**
Electric Expenditures	**17,368,100**

WATER FUND:	
Revenues:	
Water Sales	1,751,000
Water Taps	100,000
Water Department Services	6,000
New Meter Installation Fees	55,000
Extension Reimbursements	30,000
Interest	1,300
Miscellaneous/Late Fees	17,800
Loan Proceeds	1,750,000
Fire Protection Fee	15,000
TOTAL REVENUES	**3,726,100**
Water Expenditures	**3,726,100**

WASTEWATER FUND:	
Revenues:	
Wastewater Sales	3,200,000
Extension Reimbursement	20,000
Interest	1,000
Miscellaneous/Late fees	18,600
Grant	256,136
Loan Proceeds	13,500,000
Wastewater Improvement	173,864
TOTAL REVENUES	**17,169,600**
Wastewater Expenditures	**17,169,600**

SANITATION SERVICES:	
Revenues:	
Refuse fees	753,420
Interest	600
Miscellaneous/Late fees	7,600
Franchise Fees	66,000
Loan Proceeds	-
Construction Debris	4,800
TOTAL REVENUES	**832,420**
Sanitation Expenditures	**832,420**

CUSTOMER SERVICE:	
Revenues:	
Transfers from Utilities	454,252
TOTAL REVENUES	**454,252**
Customer Service Expenditures	**454,252**

STORMWATER:	
Revenues:	
Stormwater Fees	685,000
Miscellaneous/Late fees	1,150
Grant	333,431
Reserves	229,237
Loan	380,000
TOTAL REVENUES	**1,628,818**
Stormwater Expenditures	**1,628,818**

SPECIAL REVENUE FUNDS

BUILDING FUND
REVENUE AND EXPENDITURES

Revenues:	
Building Permits	185,000
Building Inspections	4,500
Plan Reviews	10,000
Surcharges	4,000
Reserves	125,138
School Impact Fees	36,000
TOTAL REVENUES	**364,638**
Building Fund Expenditures	**364,638**

SPECIAL LAW ENFORCEMENT TRUST FUND
REVENUES AND EXPENDITURES

Revenues:	
From Fund Balance	20,000
TOTAL REVENUE	**20,000**
Special Law Enforcement Trust Fund Expenditures	**20,000**

DEBT SERVICE FUND -
POLICE EMERGENCY OPERATIONS CENTER
REVENUES AND EXPENDITURES

Revenues:	
Interfund Transfers	159,867
TOTAL REVENUES	**159,867**
Expenditures:	
Debt Service	159,867
CIP - Police Emergency Operations Center Expenditures	**159,867**

DEBT SERVICE FUND -
SPRING PARK
REVENUES AND EXPENDITURES

Revenues:	
Interfund Transfers	80,930
TOTAL REVENUES	**80,930**
Expenditures:	
Debt Service	80,930
CIP - Spring Park Expenditures	**80,930**
TOTAL ALL FUNDS	**55,827,685**

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 21ST DAY OF SEPTEMBER, 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

_____
Edward Gaw, Mayor

ATTEST:

_____
Erin West, City Clerk

APPROVED AS TO FORM ONLY:

_____
L. J. Arnold, III, City Attorney

BUDGET SUMMARY

City of Green Cove Springs, Florida-Fiscal Year 2021-2022

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF GREEN COVE SPRINGS ARE 24.2% MORE THAN LAST YEARS TOTAL OPERATING EXPENDITURES.

General Fund 3.8000 MILLS

ESTIMATED REVENUES	GENERAL FUND	SPECIAL REVENUE	DEBT SERVICE	ENTERPRISE UTILITIES	TOTAL ALL FUNDS
Ad Valorem Taxes-Millage $3.8000 per $1000	**2,072,264**				**2,072,264**
Other Taxes, Local, State, Utility	2,294,463				2,294,463
Franchise Fees and Taxes	401,077				401,077
Legislative Delegation	300,000				300,000
License & Permits	50,000				50,000
Charges for Service	41,000				41,000
Physical Environment				19,743,684	19,743,684
Economic Environment	111,023	239,500			350,523
Recreation Events	66,000				66,000
Fines & Forfeitures	1,347,649	20,000			1,367,649
Miscellaneous Revenues	281,380			171,150	452,530
Interest	3,000			9,400	12,400
Grants	4,460,111			1,389,567	5,849,678
Interlocal	348,088				348,088
Private Developer	15,000				15,000
Loans	150,000			17,012,737	17,162,737
TOTAL SOURCES	**11,941,055**	**259,500**	**0**	**38,326,538**	**50,527,093**
Transfers in	1,781,905		240,797	454,252	2,476,954
Fund Balances/Reserves/Net Assets	300,000	125,138		2,398,500	2,823,638
TOTAL REVENUES, TRANSFERS & BALANCES	**$14,022,960**	**$384,638**	**$240,797**	**$41,179,290**	**$55,827,685**
EXPENDITURES					
General Government Expenses	1,723,930				1,723,930
Public Safety	3,620,848	20,000			3,640,848
Health and Human Services	276,792				276,792
Transportation	3,042,682				3,042,682
Physical Environment				37,062,419	37,062,419
Economic Environment	245,053	364,638			609,691
Culture & Recreation	2,724,947				2,724,947
Debt Service			240,797	1,300,507	1,541,304
TOTAL EXPENDITURES	**$11,634,252**	**$384,638**	**$240,797**	**$38,362,926**	**$50,622,613**
Transfers Out	240,797			2,210,717	2,451,514
Fund Balances/Reserves/Net Assets	2,147,911			605,647	2,753,558
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES	**$14,022,960**	**$384,638**	**$240,797**	**$41,179,290**	**$55,827,685**

The tentative, adopted, and/or final budgets are on file in the office of the above referenced taxing authority as a public record.

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** September 21, 2021

FROM: Marlena Guthrie, Finance Director

SUBJECT: Second and Final Public Hearing and approval of Resolution No. R-23-2021, a Resolution setting forth the Annual Capital Improvement Plan for Fiscal Years beginning October 1, 2021 to September 30, 2026.

BACKGROUND

The third issue to be discussed at the public hearing on the millage rate and the budget is the Five Year Capital Improvement Plan. A copy of the Five Year Capital Improvement Plan for Fiscal Years 2022 through 2026 is included herewith. At all public hearings, the Council shall hear comments regarding the Capital Improvement Plan and citizens shall be allowed to speak and ask questions prior to the adoption by the Council. The total budget for the Capital Improvement Plan for Fiscal Year 2022 for all funds is $25,800,159.

A copy of the Notice of Public Hearing on The Capital Improvement Plan that appeared in the Clay Today Newspaper on September 16, 2021 is attached for your information.

FISCAL IMPACT

N/A

RECOMMENDATION

Approve Resolution No. R-23-2021, a Resolution setting forth the Annual Capital Improvement Plan for Fiscal Years beginning October 1, 2021 to September 30, 2026.

RESOLUTION NO. R-23-2021

A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS OF CLAY COUNTY, FLORIDA, ESTABLISHING THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2022/2026; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Green Cove Springs of Clay County, Florida, Charter Section 5.06 requires a public hearing prior to adoption of this Resolution approving the Capital Improvement Program for the City for Fiscal Years from October 1, 2021 to September 30, 2026; and

WHEREAS, the City of Green Cove Springs of Clay County, Florida, has complied with all requirements of the applicable City Charter.

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

1. The City hereby establishes a Capital Improvement Program.

2. This Resolution shall constitute sufficient evidence of said Council's action to establish a Capital Improvement Program.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 21st DAY OF SEPTEMBER, 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

_____
Edward Gaw, Mayor

ATTEST:

_____
Erin West, City Clerk

APPROVED AS TO FORM ONLY:

_____
L. J. Arnold, III, City Attorney

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

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

CITY COUNCIL

Edward Gaw, Mayor

Matt Johnson, Vice Mayor

Steven Kelley, Council Member

B. Van Royal, Council Member

Constance Butler, Council Member

CITY ADMINISTRATION

Steve Kennedy, City Manager

Mike Null, Assistant City Manager / Public Works Director

Marlena Guthrie, CPA, Finance Director

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

TABLE OF CONTENTS

Priority - current year requests

CAPITAL IMPROVEMENT PLAN

Capital Improvement Program Overview

Funding Source Codes..... 4-1

General Fund – Capital Projects & Priority Lists

General Fund Project Funding Sources..... 4-2

General Fund Estimated Reserve Account Balances..... 4-5

City Clerk
Capital Projects..... 4-6

Augusta Savage Arts & Community Center
Capital Projects..... 4-7
Priority - current year requests..... 4-8

Information Technology
Capital Projects..... 4-9

General Services
Capital Projects..... 4-10

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

TABLE OF CONTENTS

Police
Capital Projects..... 4-11
Priority - current year requests..... 4-12

Public Works
Capital Projects..... 4-13
Priority - current year requests..... 4-15

Right of Way Maintenance
Capital Projects..... 4-16

Parks
Capital Projects..... 4-17
Priority – current year requests..... 4-19

Utility Fund – Capital Projects & Priority Lists

Utility Fund Project Funding Sources..... 4-20

Utility Fund Estimated Reserve Account Balances..... 4-23

Electric
Capital Projects..... 4-24
Priority – current year requests..... 4-27

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

TABLE OF CONTENTS

Water
Capital Projects..... 4-29
Priority - current year requests..... 4-32

Wastewater
Capital Projects..... 4-33
Priority - current year requests..... 4-36

Solid Waste
Capital Projects..... 4-37

Stormwater
Capital Projects..... 4-38
Priority - current year requests..... 4-40

General Fund - Equipment List
Utility Fund - Equipment List

CAPITAL IMPROVEMENT PROGRAM OVERVIEW

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

FUNDING SOURCE CODES:

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

CITY OF GREEN COVE SPRINGS
FIVE YEAR
CAPITAL IMPROVEMENT PLAN

FY 2021/2022 THROUGH FY 2025/2026

GENERAL FUND

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

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

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

FY 2021/22 ESTIMATED RESERVE ACCOUNT BALANCES GENERAL FUND

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

001 - 1211 CITY CLERK			FY 2021/2022 THRU FY 2025/2026 CAPITAL IMPROVEMENT PROGRAM				
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
	Revenues & Other Sources:						
	Revenue	R	1,500				
	Total Revenue & Other Sources		**$ 1,500**	**$ -**	**$ -**	**$ -**	**$ -**
	Expenditures & Other Uses:						
6400	Equipment						
	New PC - Council Chambers	R	1,500				
	Total Expenditures & Other Uses		**$ 1,500**	**$ -**	**$ -**	**$ -**	**$ -**

001 - 1214 AUGUSTA SAVAGE ARTS & COMMUNITY CENTER	FY 2021/2022 THRU FY 2025/2026 CAPITAL IMPROVEMENT PROGRAM						
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
	Revenues & Other Sources:						
3126000	Surtax - Current	ST	225,000		350,000		275,000
3832236	Grant	G					
3832238	Grant - Legislative Delegation	G/LD	1,316,000	220,000			
3832236	FRDAP Grant	FRDAP			50,000		
3832101	Surtax - Reserve	STR					
	Total Revenues & Other Sources		**$ 1,541,000**	**$ 220,000**	**$ 400,000**	**$ -**	**$ 275,000**
	Expenditures & Other Uses:						
6326	Improvements:						
	Classroom Interiors - Headstart	ST					275,000
	Classroom Interiors - AMIkids	ST	200,000				
	Cafeteria Building Interior (CDBG-CV Grant)	G/LD	1,316,000				
	Cafeteria Exterior	ST			150,000		
	Gym Exterior	ST			200,000		
	Gym 1,200 sq ft addition - storage / concession	G/LD		220,000			
	New Basketball Goals/Retractable	ST	25,000				
	FRDAP 100%	FRDAP			50,000		
	Total Expenditures & Other Uses		**$ 1,541,000**	**$ 220,000**	**$ 400,000**	**$ -**	**$ 275,000**

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

001 - 1314 INFORMATION TECHNOLOGY		FY 2021/2022 THRU FY 2025/2026 CAPITAL IMPROVEMENT PROGRAM					
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
	Revenues & Other Sources:						
	Revenue	R	50,000	45,000	45,000	45,000	45,000
3832104	Depreciation Reserve	DR					
	Total Revenue & Other Sources		**$ 50,000**	**$ 45,000**	**$ 45,000**	**$ 45,000**	**$ 45,000**
	Expenditures & Other Uses:						
6400	Equipment	R					
	Security Camera System for Police Department		10,000				
	Security Camera System for City Hall			10,000	5,000		
	Network Hardware Upgrades		5,000	5,000	5,000	5,000	20,000
	Virtualization Host & Expansion		25,000	10,000		10,000	
	Backup Storage Upgrades		5,000	5,000	5,000	5,000	5,000
	Server Upgrades			5,000	5,000	5,000	5,000
	Cabling Upgrade @ City Hall			10,000			
	Camera Storage Upgrade				5,000		10,000
	Camera System Upgrades				5,000	5,000	5,000
	Spring Park WiFi Upgrades				15,000		
	Spring Park Camera Upgrades					15,000	
	Firewall Backup		5,000				
	Total Expenditures & Other Uses		**$ 50,000**	**$ 45,000**	**$ 45,000**	**$ 45,000**	**$ 45,000**

001 - 1319 GENERAL SERVICES		FY 2021/2022 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM					
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
	Revenues & Other Sources:						
3832104	Depreciation Reserve	DR					
	Revenue	R					
3832101	Surtax Reserve	STR					
3126000	Surtax - Current	ST	15,000	225,000	225,000		
	Total Revenues & Other Sources		**$ 15,000**	**$ 225,000**	**$ 225,000**	**$ -**	**$ -**
	Expenditures & Other Uses:						
6220	Building Improvements						
	Finish N/S Wing Upper Floor City Hall	ST		225,000	225,000		
	Design & Eng for new City Hall Generator (Carryover)	ST	15,000				
	Total Expenditures & Other Uses		**$ 15,000**	**$ 225,000**	**$ 225,000**	**$ -**	**$ -**

001 - 2021 POLICE		FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM					
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
	Revenues & Other Sources:						
3831000	Federal Forfeiture Funds Transfer	FFTR	25,440	12,440	12,440		
3126000	Surtax - Current	ST	137,919	150,000	150,000	160,000	160,000
	Total Revenues & Other Sources		**$ 163,359**	**$ 162,440**	**$ 162,440**	**$ 160,000**	**$ 160,000**
	Expenditures & Other Uses:						
6400	Taser less than lethal Electronic Control Weapon $12,440 per year for the next three years. This contract is at 0% interest and includes a complete warranty for all units for the full 5 years.	FFTR	12,440	12,440	12,440		
6400	4 Desktop PC's, 4 Docking Stations, 4 Thermal Mobile Printers and 2 Patrol Laptop Computers	FFTR	13,000				
6431	Police Vehicles - 1 Ford Explorer marked patrol vehicles @ $50,192; 1 Chevrolet Tahoe K9 vehicle ($62,727)	ST	112,919	150,000	150,000	160,000	160,000
62xx	Building Improvements - Server Room Expansion	ST	25,000				
	Total Expenditures & Other Uses		**$ 163,359**	**$ 162,440**	**$ 162,440**	**$ 160,000**	**$ 160,000**

001 - 2021 POLICE			FY 2021/22 CIP PROJECT PRIORITY		
RANK	ACCOUNT NUMBER	ACCOUNT NAME	FUNDING SOURCE	AMOUNT	BRIEF EXPLANATION
1	6400	Equipment	FFTR	12,440	Taser less than lethal Electronic Control Weapon Contract
2	6431	Police Vehicles	ST	112,919	Ford Explorer Patrol Vehicle, Chevrolet Tahoe K9 Vehicle
3	6400	Equipment	FFTR	13,000	Desktop PC's, Docking Stations, Mobile Printers and Patrol Laptop Computers
4	62xx	Building Improvements	ST	25,000	Server Room Expansion
	TOTAL			**$ 163,359**	

Revised 7/7/2021; 4:39 PM

001 - 3052 PUBLIC WORKS		FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM					
ACCOUNT NUMBER	PROJECTS	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
	Revenues & Other Sources:						
	Unfunded			1,500,000	1,000,000	500,000	
3126000	Surtax - Current	ST	425,000				
	Revenue	R	55,000	25,000	45,000		130,000
3122100	Gas Tax - Current	GT	260,000	255,000	255,000	255,000	255,000
3832102	Gas Tax Reserve	GTR	80,000				
3832237	Loan (To be secured)	L	150,000				
3832216	FCT Fund Reserves	FCT					
3xxxxxx	Grant Neighborhood Revitalization (CDBG)	G	666,000				
3xxxxxx	Grant-Commercial Revitalization	CR	200,000				
3122110	5 Cent Gas Tax	5 CENT GT	120,000	120,000	120,000	120,000	120,000
	Total Revenues & Other Sources		**$ 1,956,000**	**$ 1,900,000**	**$ 1,420,000**	**$ 875,000**	**$ 505,000**
	Expenditures & Other Uses:						
6200	Buildings: PW New Compound Construction (New Shop, Parking Lot, Equipment Storage Area)	ST/UNFUNDED	400,000	1,500,000	1,000,000	500,000	
6200	Storage Building	R	55,000				
6300	Improvements - Other than Buildings:						
6300	Downtown Streetscape Planning (Walnut St.) and Brick Street Design	ST	25,000				
6304	Pavement Marking	GTR	5,000	5,000	5,000	5,000	5,000

001 - 3052 PUBLIC WORKS		FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM					
ACCOUNT NUMBER	PROJECTS	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
	Streets:						
6370	Street Paving						
	Resurfacing - Asphalt Overlay	GT		200,000		200,000	
	Brick Street Repairs	GT	200,000		200,000		200,000
	Palmetto Triangle Closure	GT	60,000				
	Walnut St. Paving & Drainage ($400K FDEP Grant)	CR/G	600,000				
6495	Sidewalk Program: *Various Streets*						
	Repairs to sidewalks that are a safety hazard	GTR	50,000	25,000	25,000	25,000	25,000
	CDBG Sidewalks new - N. Highland and Center	G	266,000				
6431	Vehicles/Large Equipment						
	Replace #281 - 2002 JD 310 SG 4/4 Backhoe	L	150,000				
	Replace #211 - Crew Cab 2009 F250 Utility Body	R			45,000		
	Replace #203 - 2007 Chevrolet Trail Blazer	R		25,000			
	Replace #202D - John Deere 544 Front End Loader	R					130,000
6493	Sign Replacement Program	GTR	25,000	25,000	25,000	25,000	25,000
6380	Dirt to Pave Program out of Road Segment Analysis (Foster Ln, Olive Circle and MLK)	5 Cent GT	120,000	120,000	120,000	120,000	120,000
	Total Expenditures & Other Uses		**$ 1,956,000**	**$ 1,900,000**	**$ 1,420,000**	**$ 875,000**	**$ 505,000**

001 - 3052 PUBLIC WORKS			FY 2021/22 CIP PROJECT PRIORITY		
RANK	ACCOUNT NUMBER	ACCOUNT NAME	FUNDING SOURCE	AMOUNT	BRIEF EXPLANATION
1	6495	Sidewalk Repairs	GTR	50,000	Repair sidewalks that may be a safety hazard
2	6495	CDBG Sidewalks - Center and N Highland	G	266,000	New sidewalks for schools
3	6370	Brick Street Repairs	GT	200,000	Repair brick streets for safety
4	6304	Pavement Markings	GTR	5,000	For stripping streets and parking lots
5	6370	Palmetto Triangle Closure	GT	60,000	Closing Palmetto Ave at US 17 for safety and aesthetics
6	6300	Downtown Streetscape Planning	ST	25,000	Design of streetscape and brick street design in the downtown area
7	6370	Walnut St Paving and Drainage	CR/G	600,000	Resurface and drainage repairs in the downtown area
8	6493	Sign Replacement Program	GTR	25,000	Replace old, faded or missing signs
9	6431	Replace #281 - 2002 John Deere 310 4x4 Backhoe	L	150,000	
10	6380	Dirt to pave program	5 Cent GT	120,000	Foster Lane
11	6200	Parking Lot, Stormwater Pond and Large Equipment Storage Area	ST	400,000	Improvements to Public Works Compound
12	6200	Storage Building	R	55,000	Storage of Christmas Trees, etc.
		TOTAL		**$ 1,956,000**	

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

001 - 3072 PARKS			FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM				
ACCOUNT NUMBER		FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
	Revenues & Other Sources:						
3832238	Grant - Legislative Delegation	LD	300,000				
3810000	Transfers in from Fund Balance	TR	100,000				
	Revenue	R	23,000	2,000	15,500	10,000	2,000
3832236	FRDAP Grant	FRDAP	50,000	50,000		50,000	50,000
3832236	Grant	G	73,000	750,000	1,300,000		
3126000	Surtax - Current	ST	25,000		100,000		
3832239	Private Developer	PD	15,000				
	Total Revenues & Other Sources		**$ 586,000**	**$ 802,000**	**$ 1,415,500**	**$ 60,000**	**$ 52,000**
	Expenditures & Other Uses:						
	Improvements:						
	Spring Park						
6300	Spring Park Flag Pole (80 Ft.)	PD	15,000				
6300	Fencing and Electric around new ADA playground	ST	25,000				
6300	Finishing City Pier Extension	G/ST			400,000		

001 - 3072 PARKS		FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM					
ACCOUNT NUMBER		FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
	Vera Francis Hall Park						
6300	VFH Park Phase VI - (FRDAP 100%)	FRDAP	50,000				
	VFH Park Phase VII - (FRDAP 100%)	FRDAP				50,000	
	CDBG Improvements	G	73,000				
	Softball Field Lighting	G		250,000			
	Augusta Savage Friendship Park (Tot Lot)						
6300	ASF Park Phase I - (FRDAP 100%)	FRDAP		50,000			
	ASF Park Phase II - (FRDAP 100%)	FRDAP					50,000
6300	**Governors Creek Boat Ramp ($300K LD;$100K FB)**	LD/TR	400,000				
6300	**Miscellaneous Park Expansion & Improvements**	G		500,000	1,000,000		
	Equipment						
6400	Replace #621 - 2010, Scag Mower, 61 in.	R	13,000				
6400	Small Equipment, Weed Eaters, Blowers, Chain Saws	R	10,000	2,000	2,000	10,000	2,000
6400	Replace #623 - 2013 Scag Mower	R			13,500		
	Total Expenditures & Other Uses		**$ 586,000**	**$ 802,000**	**$ 1,415,500**	**$ 60,000**	**$ 52,000**

001 - 3072 PARKS			FY 2021/22 CIP PROJECT PRIORITY		
RANK	ACCOUNT NUMBER	ACCOUNT NAME	FUNDING SOURCE	AMOUNT	BRIEF EXPLANATION
1	6400	Fencing around new playground	ST	25,000	Safety item for the kids on the play area. Electric improvements to remove overhead lines in the area.
2	6400	Replace # 621 - 2010, Scag Mower 61 in.	R	13,000	Replacing because it has reached its life expectancy
3	6400	Small Equipment, Weed eaters, Blowers, Chain Saw	R	10,000	Replacing several items that have reached their life expectancy.
4	6300	Large Flag Pole on the River in Spring Park	PD	15,000	Large Flag Pole in Spring Park
5	6300	VFH Park - CDBG Improvements	G	73,000	
6	6300	VFH Park Phase VI - (FRDAP 100%)	FRDAP	50,000	Improvements to include trails, playground, picnic tables and recreation
7	6300	Governors Creek Boat Ramp	LD/TR	400,000	
		TOTAL		**$ 586,000**	

CITY OF GREEN COVE SPRINGS
FIVE YEAR
CAPITAL IMPROVEMENT PLAN

FY 2021/2022 THROUGH FY 2025/2026

UTILITY FUND

FY 2021/22 UTILITY FUND PROJECT FUNDING SOURCES

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

FY 2021/22 UTILITY FUND PROJECT FUNDING SOURCES

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

FY 2021/22 UTILITY FUND PROJECT FUNDING SOURCES

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

FY 2021/22 ESTIMATED RESERVE ACCOUNT BALANCES UTILITY FUND

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

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

401 - 3031 ELECTRIC			FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM				
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
6404	**Vehicles (Loan $230K, Depr. Reserve $75K)**	L/DR	305,000				
6550	**Reynolds Industrial Park**	UCASH	50,000	50,000	50,000	50,000	50,000
65XX	**Designated System Neutral**	UCASH	150,000	150,000			
6990	**System Materials (build transformer inventory)**	DR	150,000	150,000	200,000	200,000	200,000
6511	**LED Lighting Conversion**	UCASH	75,000				
65XX	**Highland Apartments**	UCASH	75,000				
	Total Expenditures & Other Uses		**$ 1,736,132**	**$ 1,675,000**	**$ 5,525,000**	**$ 775,000**	**$ 625,000**

401 - 3032 ELECTRIC LOAN ONLY			*FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM*				
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
	Revenues & Other Sources:						
3xxxxxx	Grant	G	800,000				
3849990	*Loan (Expense cannot exceed FY 2022 cash flow)*	L	1,152,737				-
	Total Revenues & Other Sources		$ 1,952,737	$ -	$ -	$ -	$ -
	Expenditures and Other Uses:						
6520	UG Cable Sectionalizing/Testing/Replacement	L					
6521	Scada Installation						
6522	Pole Top Switch Insp/Repl						
6523	Substation Improvements and Upgrades - Various	L					
6510	3rd Feeder Into Magnolia Point ($250K-Loan, $800K-HMGP Grant)	L/G	1,050,000				
6524	Chapman 3rd Feed and Transformer	L					
6525	Chapman Substation Upgrade	L	902,737				
65XX	Hwy 17 to Reynolds Conductor Replacement						
65XX	Conversion Core City						
	Total Expenditures & Other Uses		$ 1,952,737	$ -	$ -	$ -	$ -

401 - 3031 ELECTRIC			FY 2021/22 CIP PROJECT PRIORITY		
RANK	ACCOUNT NUMBER	ACCOUNT NAME	FUNDING SOURCE	AMOUNT	BRIEF EXPLANATION
1	6301	Magnolia Ave. North Feed	DR	200,000	
1	6301	Extend New Lines	RE	250,000	
2	6500	URD System Conductor Replacement Project	UCASH	100,000	
3	65xx	Highland Apartments	UCASH	75,000	OH to UG Conversion (move OH lines from behind buildings)
4	6500	URD System Fusing Project	UCASH	75,000	
5	6404	Utility Body Pickup Truck	DR	45,000	4wd truck that has bins to carry tools and materials (replace #403)
6	6404	Digger Derrick Truck	L	230,000	Replace older model Digger Derrick (replace #435)
7	6404	Pickup Truck	DR	30,000	Crew Cab 4wd truck (replace SUV #402)
8	6550	Reynolds Industrial Park	UCASH	50,000	
9	6990	Electric System Materials	DR	150,000	
10	6400	Tablets	DR	6,132	4 Tablets
11	6511	LED Lighting Conversion	UCASH	75,000	
12	6500	Magnolia Ave District Project	UCASH	75,000	
13	6201	Electric Structure	UCASH	25,000	New Office for Engineer
14	65xx	Designated System Neutral	UCASH	150,000	
15	6400	New remote read electric meters & installation	DR	125,000	
16	6400	New meter reading infrastructure & software	DR	75,000	
		TOTAL		**1,736,132**	

401 - 3032 ELECTRIC LOAN ONLY			*FY 2021/22 CIP PROJECT PRIORITY*		
RANK	ACCOUNT NUMBER	ACCOUNT NAME	FUNDING SOURCE	AMOUNT	BRIEF EXPLANATION
1	6525	Chapman Substation Upgrade	L	902,737	
2	6510	3rd Feeder into Magnolia Point	L/G	1,050,000	
		TOTAL		**1,952,737**	

402-3033 WATER			FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM				
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
	Revenues & Other Sources:						
3435551	Reimbursable	RE	30,000	30,000	30,000	30,000	40,000
3849993	Depreciation Reserve	DR					
	Revenue	R	115,000	60,000	30,000	30,000	40,000
3433540	Trust Fund/Reserves	TF					
3910000	Transfers from Retained Earnings	TR					
3849994	Loan (To be Secured) - SRF	L	1,750,000	1,750,000	700,000	900,000	300,000
	Total Revenues & Other Sources		**$ 1,895,000**	**$ 1,840,000**	**$ 760,000**	**$ 960,000**	**$ 380,000**
	Expenditures & Other Uses:						
6200	CUP Planning: Reynolds development could affect timing. Requirement by SJRWMD to conduct water system modeling could affect cost. - Expires 2024	R		50,000			
6391	Loop Energy Cove Court (will let development of parcel or Master Plan drive easement obtainment) ($10K)	R					
6393	Replace Valves	R	10,000	10,000	10,000	10,000	10,000
6394	Meter Replacement (Program Complete. Next Generation to follow)	R			20,000	20,000	30,000
6395	New Meters Install	RE	20,000	20,000	20,000	20,000	20,000
63xx	New Meter Reading Infrastructure & Software	R	75,000				

402-3033 WATER		FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM					
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
	Water Line Replacements/Upgrades						
6396	Line Extensions	RE	10,000	10,000	10,000	10,000	20,000
	Water Main - Governors Creek (part of consolidated AWWTP) ($360,000 beyond FY 26)	L					
	Magnolia Point Culdesacs 2" Water Main Upgrades. 17 culdesacs, 4/year, $75,000.00 each.	L			300,000	300,000	300,000
6405	City-Wide Water Distribution System Upgrade: Elimination of AC water mains and other upgrades ($6,620,000 beyond FY 25)	L					
6400	**Equipment/Vehicles**						
	Replace Truck #804-2009 F150 Pickup	R	30,000				

402-3033 WATER		FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM					
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
6403	**Treatment Plants**						
	Bonaventure Water Plant (new facility to improve pressure/flow to Magnolia Point)	L	1,750,000	1,750,000			
	HRWTP GST #3 Design & Construction Timing still under consideration and could change	L			400,000	600,000	
	Reynolds Plant upgrade - One (1) - 16" well Design & Construction Reynolds development could change timing. ($1,830,000 beyond FY 26)	L					
	Reynolds High Service Pump Improvements Reynolds development could change timing. ($650,000 beyond FY 26)	L					
	ReyWTP GST #3 Reynolds development could change timing. ($1,000,000 beyond FY 26)	L					
	ReyWTP & HRWTP Ground Storage Tank Rehabilitation Placeholder - pending engineering evaluation FY 23	TF					
	Total Expenditures & Other Uses		**$ 1,895,000**	**$ 1,840,000**	**$ 760,000**	**$ 960,000**	**$ 380,000**

402 - 3033 WATER			FY 2021/22 CIP PROJECT PRIORITY		
RANK	ACCOUNT NUMBER	ACCOUNT NAME	FUNDING SOURCE	AMOUNT	BRIEF EXPLANATION
1	6403	Bonaventure Water Plant (new facility to improve pressure/flow to Magnolia Point)	L	1,750,000	Boost water pressure in Mag Point and Eliminate $100,000 per year cost to CCUA
2	6400	Replace Truck #804 - 2009 F150	R	30,000	
3	6393	Replace Valves	R	10,000	As needed - system wide
4	6395	New Meters Install	RE	20,000	To service new customers - reimbursable
5	6396	Line Extensions	RE	10,000	To service new customers - reimbursable
6	63xx	New Meter Reading Infrastructure & Software	R	75,000	
		TOTAL		**$ 1,895,000**	

403-3035 WASTEWATER		FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM				
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
	Revenues & Other Sources:						
3435551	Reimbursable	RE	20,000	20,000	20,000	20,000	20,000
	Revenue	R	575,000	440,000	320,000	330,000	340,000
3849994	Loan - AWWTP	L	13,500,000	925,000	2,926,875	642,155	101,250
3849993	Depreciation Reserve	DR					
	Trust Fund/Reserves	TF	103,864				
	Grant - FEMA/HMGP	G	256,136				
	Total Revenues & Other Sources		**$ 14,455,000**	**$ 1,385,000**	**$ 3,266,875**	**$ 992,155**	**$ 461,250**
	Expenditures & Other Uses:						
6200	HRWWTP Equipment Buildings stop-gap repairs only as needed	R	25,000				
	Improvements other than Buildings:						
6300	Structural R & R - stop-gap repairs only as needed	R	25,000	25,000			
	WW Collection System						
6301	Line Extensions (reimbursable)	RE	20,000	20,000	20,000	20,000	20,000
6302	**Lift Station Rehab** (Re-pipe 3 per year)	R	200,000	200,000	200,000	200,000	200,000
6304	Manhole Rehab (120 locations per SSES)	R	30,000	30,000	30,000	30,000	30,000
	Rehab Sewer Lines (Routine)						
6317	Rehab sewer Lines -- Routine	R	30,000	40,000	40,000	40,000	50,000

403-3035 WASTEWATER	FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM						
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
6317	**Rehab Sewer Lines (AWWTP)** Updated per SSES. Decision as to project by project or major initiative						
	Rehab 1,125 LF 18" VC Sewer Line ($151,875)	L/G			151,875		
	Rehab 600 LF 18" VC Sewer Line ($100,000) Houston Trunk	R	100,000				
	Rehab 660 LF 15" VC Sewer Line ($71,280)	L/G				71,280	
	Rehab 750 LF 12" VC Sewer Line ($70,875)	L/G				70,875	
	Rehab 250 LF 12" VC Sewer Line ($101,250)	L/G					101,250
	Rehab 650 LF 10" VC Sewer Line ($60,750)	L/G					
	Rehab 900 LF 10" VC Sewer Line ($303,750)	L/G					
	Rehab (pipe burst) 1,300 LF 10" VC Sewer Line ($175,000)	L/G					
	Rehab 24,200 LF 8" VC Sewer Line ($1,306,800)	L/G					
	Rehab 7,500 LF 8" VC Sewer Line to SWWTP<--Not part of SSES ($405,000)	L/G					
	Point Repairs (30 locations per SSES/various sz) ($607,500)	L/G					
	Scioto Court Gravity Replacement	TF					
63xx	**New Meter Reading Infrastructure & Software**	R	75,000				
	Equipment -- Plant & Lift Station Repair						
6400	Small Equipment (Plants, Line Maintenance)	R	50,000	50,000	50,000	60,000	60,000
6401	**Equipment/Vehicles**						
	Replace Truck #952-2006 Ford F150	R		45,000			
	Replace Truck #955-2006 Ford F150	R	40,000				
	Skid Steer for HRWWTF Vac-Con Pad	R		50,000			

403-3035 WASTEWATER		FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM				
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
6500	**TREATMENT PLANTS & LIFT STATIONS**						
	Consolidated Advanced WW Treatment Plant (AWWTP)						
	Consolidated AWWTP Engineering, Design, and Permitting - **Eng. Services for Sewer Rehab TBD** (For Collection system above (6317)) Timing could change if part of Phase III AWWTF (New force main from LS#2 and decommissioning South WWTF)	L/G				500,000	
	Phase II Consolidated AWWTP Construction and Construction Management (AWT Improvements)	L/G	13,500,000				
	Phase III Consolidated AWWTP Construction and Construction Management (SWWTF Decomissioning and PS 2/4 16" FM)	L/G		925,000	2,775,000		
6305	HMGP 4337-215-R, Utility Mitigation/Generator, Lift Station #6. Project Cost $107,500, Grant $80,500, Budget $27,000 (Carryover)	TF/G	30,000				
6305	HMGP 4337-217-R, Generators, 17 Lift Stations, Project Cost $876,425, Grant $537,018.75, Budget $339,406.25 (Carryover)	TF/G	100,000				
6305	HMGP 4337-218-R, Utility Mitigation/Generator, Lift Station #18. Project Cost $44,950, Grant $33,712.50, Budget $11,237.50 (Potential scope and price change (eliminating pump station)	TF/G	200,000				
6305	HMGP 4337-294-R, Utility Mitigation/Generator, Lift Station #3. Project Cost $150,150, Grant $112,096, Budget $38,054 (Carryover)	TF/G	30,000				
	Total Expenditures & Other Uses		**$ 14,455,000**	**$ 1,385,000**	**$ 3,266,875**	**$ 992,155**	**$ 461,250**

403 - 3035 WASTEWATER			FY 2021/22 CIP PROJECT PRIORITY		
RANK	ACCOUNT NUMBER	ACCOUNT NAME	FUNDING SOURCE	AMOUNT	BRIEF EXPLANATION
1	6500	Phase II Consolidated AWWTP Construction and Construction Management (AWT Improvements)	L/G	13,500,000	
2	6305	HMGP 4337-215-R, Utility Mitigation/Generator, Lift Station #6. Project Cost $107,500, Grant $80,500, Budget $27,000 (Carryover)	TF/G	30,000	
3	6305	HMGP 4337-217-R, Generators, 17 Lift Stations, Project Cost $876,425, Grant $537,018.75, Budget $339,406.25 (Carryover)	TF/G	100,000	
4	6305	HMGP 4337-218-R, Utility Mitigation/Generator, Lift Station #18. Project Cost $44,950, Grant $33,712.50, Budget $11,237.50 (Potential scope and price change (eliminating	TF/G	200,000	
5	6305	HMGP 4337-294-R, Utility Mitigation/Generator, Lift Station #3. Project Cost $150,150, Grant $112,096, Budget $38,054 (Carryover)	TF/G	30,000	
6	6302	Lift Station Rehab	R	200,000	Replacing wet-well piping with stainless steel, 3 per year
7	6304	Manhole Rehab (120 locations per SSES)	R	30,000	
8	6317	Rehab sewer Lines -- Routine	R	30,000	
9	6317	Rehab 600 LF 18" VC Sewer Line ($100,000) Houston Trunk	R	100,000	
10	6200	HRWWTP Equipment Buildings	R	25,000	
11	6300	Structural R & R	R	25,000	
12	6301	Line Extensions (reimbursable)	RE	20,000	
13	6400	Small Equipment (Plants, Line Maintenance)	R	50,000	
14	6401	Replace Truck #952-2006 Ford F150	R	40,000	
15	63xx	New Meter Reading Infrastructure & Software	R	75,000	
		TOTAL		**$ 14,455,000**	

404 - 3034	SOLID WASTE		FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM				
ACCOUNT NUMBER	PROJECT	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
	Revenues & Other Sources:						
3895000	Depreciation Revenue	DR		330,000		180,000	350,000
3849994	Loan (To be Secured)	L					
3434300	Revenue	R					
	Total Revenues & Other Sources		**$ -**	**$ 330,000**	**$ -**	**$ 180,000**	**$ 350,000**
	Expenditures & Other Uses:						
6431	Equipment / Vehicles						
	Replace #702 2006 Claw Truck	DR		150,000			
	Replace #709 Recycle Truck 2018 Freightliner M210	DR				180,000	
	Replace #701 Garbage Truck 2017, Freightliner	DR		180,000			
	Replace #712 Garbage Truck 2021, Freightliner	DR					175,000
	Replace #713 - Garbage Truck 2021, Freightliner	DR					175,000
	Total Expenditures & Other Uses		**$ -**	**$ 330,000**	**$ -**	**$ 180,000**	**$ 350,000**

406 - 3036 STORMWATER		FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM					
ACCOUNT NUMBER	PROJECTS	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
	Revenues & Other Sources:						
3431100	Stormwater Usage Fees	STWU	400,000	840,000	1,300,000	1,055,000	1,150,000
3699320	Grants (CDBG)	G	333,431				
3699301	Transfer in from General Fund (Depr Reserve)	TR					
3810000	Transfer in from Fund Balance	TR	335,000				
3xxxxxx	Loan (To be Secured)	L	380,000				
	Total Revenues & Other Sources		**$ 1,448,431**	**$ 840,000**	**$ 1,300,000**	**$ 1,055,000**	**$ 1,150,000**
	Expenditures & Others Uses:						
	Stormwater						
6307	Stormwater Improvements						
	Julia Street (Design FY 22, Construction FY 23)	STWU	50,000	750,000			
	St. Johns Ave. (Bayard St. - Park St. Imprv.)	STWU				50,000	
	Clay St. Storm Basin (Design FY 23, Const FY 24)	STWU		35,000	500,000		
	Ferris St. Storm Basin	STWU				275,000	
	Esplanade Ave. Stormwater (Design FY 23, Const FY 24)	STWU		20,000	200,000		
	Roberts St.	STWU				400,000	
	407 Highland Ave. (Design FY 24, Const FY 26)	STWU			100,000		700,000
	West St. Stormwater Rehab - Construction	STWU/G /TR	1,018,431				
	Oakridge Ave from North St to MLK	STWU				250,000	
	Property Purchases	STWU					50,000

406 - 3036 STORMWATER		FY 2021/22 THRU FY 2025/26 CAPITAL IMPROVEMENT PROGRAM					
ACCOUNT NUMBER	PROJECTS	FUNDING SOURCE	21/22	22/23	23/24	24/25	25/26
	Vermont Ave S - Pipe Ditch	STWU				80,000	
	Magnolia Ave (Design FY 23, Const FY 24)	STWU		35,000	500,000		
	Walnut St and Vermont Ave (Design & Construction)	STWU					400,000
6431	Replacement of #200 2008 Vac-Con Truck	L	380,000				
	Total Expenditures & Other Uses		**$ 1,448,431**	**$ 840,000**	**$ 1,300,000**	**$ 1,055,000**	**$ 1,150,000**

406 - 3036 STORMWATER			FY 2021/22 CIP PROJECT PRIORITY		
RANK	ACCOUNT NUMBER	ACCOUNT NAME	FUNDING SOURCE	AMOUNT	BRIEF EXPLANATION
1	6307	West St Stormwater rehab - Construction	STWU/G /TR	1,018,431	Reconstruction of the drainage basin on West St.
2	6307	Julia St Design of Drainage Basin Improvements	STWU	50,000	Design Julia St basin drainage
3	6431	Replace # 200 Vac-Con Truck	L	380,000	Replace # 200 - 2008 Vac-Con truck that has reached its life expectancy
		TOTAL		**$ 1,448,431**	



CITY OF GREEN COVE SPRINGS

GENERAL FUND EQUIPMENT LIST

City Green Cove Springs

Latest Odometer Readings

Grouped By Department

Equipment Code / Name		Department	Equipment Type	Odometer		Date
221E	1942 Fire Truck E221	Finance	Fire Truck	63,952	M	12-10-20
508	2020 Forklift	Finance	Forklift	37	H	02-09-21
529	2000 Forklift 529	Finance	Forklift	2,374	H	12-31-20
3	**Finance**					

City Green Cove Springs

Latest Odometer Readings

Grouped By Department

Equipment Code / Name		Department	Equipment Type	Odometer		Date
502	2017 Escape 502 SUV	Code Enforcement	Suv	25,604	M	06-20-21
1	**Code Enforcement**					

City Green Cove Springs

Latest Odometer Readings

Grouped By Department

Equipment Code / Name		Department	Equipment Type	Odometer		Date
Police Dept						
114	2006 Car 114	Police Dept	Car	128,638	M	06-15-21
123	2017 Car 123	Police Dept	Car	71,881	M	05-19-21
125	1940 Car 125	Police Dept	Car	36,307	M	06-29-21
139	2009 Car 139	Police Dept	Car	89,458	M	05-03-21
140	2010 Car 140	Police Dept	Car	66,750	M	06-24-21
141	2010 Car 141	Police Dept	Car	93,882	M	05-01-21
142	1995 Boat 142	Police Dept	Boat	843	H	06-28-21
143	2012 Car 143	Police Dept	Car	88,979	M	04-16-18
144	2013 Car 144	Police Dept	Car	111,852	M	06-25-21
146	2013 Car 146	Police Dept	Car	65,391	M	03-02-21
147	2013 Car 147	Police Dept	Car	71,858	M	03-05-21
148	2001 Tahoe 148	Police Dept	Suv	239,166	M	06-22-21
149	2015 Explorer 149	Police Dept	Suv	71,234	M	06-09-21
150	2015 Explorer 150	Police Dept	Suv	78,578	M	06-09-21
151	2016 Explorer 151	Police Dept	Suv	55,663	M	06-18-21
152	2016 Explorer 152	Police Dept	Suv	50,230	M	06-24-21
153	2016 Car 153	Police Dept	Car	38,883	M	05-25-21
154	2008 Escalade 154	Police Dept	Suv	100,268	M	06-29-21
156	2017 Golf Cart 156	Police Dept	Utility Cart	0	H	10-25-17
157	2017 Golf Cart 157	Police Dept	Utility Cart	0	H	10-13-18
158	2017 Car 158	Police Dept	Car	4,338	M	06-01-18
159	2017 Car 159	Police Dept	Car	22,233	M	06-01-21
160	2018 Car 160	Police Dept	Car	43,834	M	06-16-21
161	2018 Car 161	Police Dept	Car	28,428	M	06-24-21
162	2018 Car 162	Police Dept	Car	31,369	M	06-27-21
163	2019 Car 163	Police Dept	Car	37,994	M	06-27-21
164	2019 Explorer 164	Police Dept	Suv	21,819	M	06-25-21
165	2019 Explorer 165	Police Dept	Suv	31,992	M	06-28-21
166	2019 Explorer 166	Police Dept	Suv	26,672	M	04-16-21
167	2019 Explorer 167	Police Dept	Suv	16,395	M	06-24-21
168	2019 Explorer 168	Police Dept	Suv	13,724	M	06-28-21

City Green Cove Springs

Latest Odometer Readings

Grouped By Department

Equipment Code / Name		Department	Equipment Type	Odometer		Date
169	2021 Explorer 169	Police Dept	Suv	7,052	M	06-27-21
170	2014 Tahoe 170	Police Dept	Suv	92,053	M	06-27-21
171	2021 Explorer 171	Police Dept	Suv	4,055	M	06-05-21
175	2020 Car 175	Police Dept	Car	13,237	M	06-22-21
176	2020 Car 176	Police Dept	Suv	6,253	M	06-28-21
177	2021 Explorer 177	Police Dept	Suv	769	M	06-26-21
180	2022 Van 180	Police Dept	Van	4,506	M	06-22-21

38 **Police Dept**

City Green Cove Springs

Latest Odometer Readings

Grouped By Department

Equipment Code / Name		Department	Equipment Type	Odometer		Date
201D	2006 Flat Dump Bed 201D	Public Works	Dump Truck	22,090	M	04-14-21
202D	2007 Front End Loader 202D	Public Works	Loader	5,698	H	05-07-21
203	2007 Trail Blazer 203	Public Works	Suv	57,995	M	05-27-21
204D	2007 Dump Truck 204D	Public Works	Dump Truck	34,404	M	04-26-21
210	2009 Pickup 210	Public Works	Pickup	49,452	M	06-29-21
211	2009 Pickup Crew Cab 211	Public Works	Pickup	39,374	M	06-14-21
215B	2002 John Boat 215B	Public Works	Boat	0		08-22-12
216	2017 Expedition 216	Public Works	Suv	12,367	M	04-08-21
217D	2016 Pickup 217D	Public Works	Pickup	11,189	M	06-10-21
219D	1993 Bucket Truck was 433D transfer 3/10/17	Public Works	Bucket Truck	106,597	M	03-03-20
274	2005 Pickup 274	Public Works	Pickup	50,330	M	06-29-21
281D	2002 John Deer 4x4 Backhoe Tractor 281D	Public Works	Backhoe	4,815	H	01-27-21
282D	1970 Grader Cat 112f 282D	Public Works	Grader	0	H	10-13-05
13	**Public Works**					

City Green Cove Springs

Latest Odometer Readings

Grouped By Department

Equipment Code	Name	Department	Equipment Type	Odometer		Date
610	2007 Pickup 610	ROW Maintenance	Pickup	49,613	M	06-22-21
616M	2007 Mower 616M	ROW Maintenance	Mower	2,050	H	04-04-14
618M	2009 Mower 618M	ROW Maintenance	Mower	1,896	H	06-02-21
622M	2012 Mower 622M	ROW Maintenance	Mower	1,363	H	05-25-21
624D	2014 Tractor Kubota 624D	ROW Maintenance	Tractor	593	H	06-02-21
626	2016 Pickup 626	ROW Maintenance	Pickup	16,057	M	06-23-21
627M	2018 Mower 627M	ROW Maintenance	Mower	418	H	06-24-21
628M	2019 Mower 628M	ROW Maintenance	Mower	399	H	03-02-21
631M	2020 Mower 631M	ROW Maintenance	Mower	0	H	11-09-20
698	2015 Utility Cart 698	ROW Maintenance	Utility Cart	1,083	H	06-23-21
699M	2013 Mower 699M Bat Wing	ROW Maintenance	Mower	160	H	01-28-16

11 **ROW Maintenance**

City Green Cove Springs

Latest Odometer Readings

Grouped By Department

Equipment Code	Name	Department	Equipment Type	Odometer		Date
611	2007 Pickup 611	Parks	Pickup	39,136	M	05-06-21
617M	2008 Mower 617M	Parks	Mower	1,648	H	08-25-20
621M	2010 Mower 621M	Parks	Mower	1,697	H	08-22-16
623M	2013 Mower 623M	Parks	Mower	1,835	H	05-12-21
629	2019 Pickup 629	Parks	Pickup	4,509	M	06-08-21
630M	2020 Mower 630M	Parks	Mower	0	H	11-10-20
697	2015 Utility Cart 697	Parks	Utility Cart	1,277	H	05-26-21
7	**Parks**					

City Green Cove Springs

Latest Odometer Readings

Grouped By Department

Equipment Code / Name		Department	Equipment Type	Odometer		Date
301D	2009 Pickup 301D	Equip Maint	Pickup	33,116	M	06-18-21
1	**Equip Maint**					

City Green Cove Springs

Latest Odometer Readings

Grouped By Department

Equipment Code / Name		Department	Equipment Type	Odometer		Date
509	2006 Pickup 509	Information Technology	Pickup	223,307	M	06-24-21
1	**Information Technology**					

City Green Cove Springs

Latest Odometer Readings

Grouped By Department

Equipment Code / Name		Department	Equipment Type	Odometer		Date
500	2014 Pickup 500	Building	Pickup	20,475	M	06-22-21
1	**Building**					

CITY OF GREEN COVE SPRINGS

UTILITY FUND EQUIPMENT LIST

City Green Cove Springs

Latest Odometer Readings

Grouped By Department

Equipment Code	Name	Department	Equipment Type	Odometer		Date
401D	2008 BucketTruck 401D	Electric	Bucket Truck	46,550	M	06-28-21
402	2009 Explorer 402	Electric	Suv	81,087	M	06-24-21
403	2009 Pickup 403	Electric	Pickup	80,536	M	06-22-21
404D	2016 Digger Truck 404D	Electric	Digger Truck	11,538	M	06-14-21
405D	2016 Bucket Truck 405D	Electric	Bucket Truck	31,140	M	06-23-21
406	2004 Pickup 406 was 600 Transfer to Electric	Electric	Pickup	50,816	M	06-17-21
408D	2018 Bucket Truck 408D	Electric	Bucket Truck	9,750	M	06-23-21
416D	2006 Excavator Mini 416D was 800D	Electric	Excavator	2,705	H	10-07-20
431D	1999 Bucket Truck 431D	Electric	Bucket Truck	114,804	M	05-12-21
435D	2000 Digger Truck 435D	Electric	Digger Truck	19,490	M	06-15-21
10	**Electric**					

City Green Cove Springs

Latest Odometer Readings

Grouped By Department

Equipment Code / Name		Department	Equipment Type	Odometer		Date
804	2009 Pickup 804	Water	Pickup	70,305	M	06-17-21
806D	2016 Excavator 806D	Water	Excavator	488	H	04-28-21
807	2006 Car 807 was 116 transfer 3/19/18	Water	Car	83,697	M	05-07-21
808	2007 Car 808 was 120 3/15/2020	Water	Car	113,767	M	05-27-21
809	2021 Pickup 809	Water	Pickup	770	M	06-24-21

5 **Water**

City Green Cove Springs

Latest Odometer Readings

Grouped By Department

Equipment Code / Name		Department	Equipment Type	Odometer		Date
901M	2000 Mower 901M was 606	Waste Water	Mower	1,900	H	07-20-16
904	2010 Pickup 904	Waste Water	Pickup	57,903	M	06-23-21
905D	2016 Pickup 905D	Waste Water	Pickup	36,877	M	06-29-21
906D	1996 Dump Truck 906 was 276D	Waste Water	Dump Truck	44,922	M	03-03-21
907D	2018 VacCon 907D	Waste Water	Vac-Con	3,673	M	06-29-21
909M	2006 Mower 909M was 608M transfer to W/WW	Waste Water	Mower	1,258	H	08-13-12
911	2020 911 Pickup	Waste Water	Pickup	6,739	M	06-17-21
912	2020 Van 912	Waste Water	Van	8,045	M	06-28-21
952	2006 Pickup 952	Waste Water	Pickup	72,803	M	06-29-21
954	2004 Pickup 954	Waste Water	Pickup	47,180	M	05-12-21
955	2006 Pickup 955	Waste Water	Pickup	75,065	M	06-29-21
11	**Waste Water**					

City Green Cove Springs

Latest Odometer Readings

Grouped By Department

Equipment Code / Name		Department	Equipment Type	Odometer		Date
700	2007 Pickup 700	Solid Waste	Pickup	71,663	M	12-30-20
701D	2017 Garbage Truck 701D	Solid Waste	Garbage	35,300	M	06-29-21
702D	2006 Claw Truck 702D	Solid Waste	Claw Truck	82,928	M	06-29-21
709D	2018 Recycling Truck 709D	Solid Waste	Recycle	18,674	M	06-28-21
710D	2018 Claw Truck 710D	Solid Waste	Claw Truck	21,060	M	06-24-21
711	2020 Pickup 711	Solid Waste	Pickup	2,007	M	06-24-21
712D	2021 Garbage Truck 712D	Solid Waste	Garbage	6,904	M	06-29-21
713D	2021 Garbage Truck 713D	Solid Waste	Garbage	4,803	M	06-16-21
719D	2004 Recycle Truck F-450 719D	Solid Waste	Recycle	70,415	M	02-12-18
720D	2015 Claw Truck 720D	Solid Waste	Claw Truck	42,037	M	06-28-21
10	**Solid Waste**					

City Green Cove Springs

Latest Odometer Readings

Grouped By Department

Equipment Code	Name	Department	Equipment Type	Odometer		Date
207	2007 Van 207	Customer Services	Van	28,651	M	03-23-21
505	2007 Car 505	Customer Services	Car	80,852	M	07-29-20
506	2015 Pickup 506	Customer Services	Pickup	64,614	M	06-29-21
507	2016 Pickup 507	Customer Services	Pickup	27,382	M	06-21-21
4	**Customer Services**					

City Green Cove Springs

Latest Odometer Readings

Grouped By Department

Equipment Code	Name	Department	Equipment Type	Odometer		Date
200D	2008 Vac Con 200D	Stormwater Utility	Vac-Con	44,267	M	05-10-21
209D	2008 Sweeper 209D	Stormwater Utility	Sweeper	7,119	H	12-09-20
223D	2018 Dump Truck 223D	Stormwater Utility	Dump Truck	5,919	M	04-26-21
224D	2017 Tractor Kubota 224D	Stormwater Utility	Tractor	988	H	05-03-21
228	2019 Pickup 228	Stormwater Utility	Pickup	8,869	M	06-17-21
273	2000 Pickup 273	Stormwater Utility	Pickup	53,713	M	11-19-19
290D	2010 Excavator Tractor 290D	Stormwater Utility	Excavator	2,290	H	01-07-21
632	2021 Utility Cart 632	Stormwater Utility	Utility Cart	20	H	06-01-21

8 **Stormwater Utility**

CITY OF GREEN COVE SPRINGS, FLORIDA
NOTICE OF PUBLIC HEARING ON THE CAPITAL IMPROVEMENT PLAN FISCAL YEARS 2022/2026

The City of Green Cove Springs will hold a public hearing on Tuesday, September 21, 2021 at 7:00 pm in the City Council Chambers at 321 Walnut St., Green Cove Springs, Florida for the purpose of receiving public comments on the adoption of the Capital Improvement Plan for Fiscal Years 2022/2026

FISCAL YEAR 2022 PROJECTS

	BUILDINGS	IMPROVEMENTS OTHER THAN BUILDINGS	MACHINERY AND EQUIPMENT	TOTAL
GENERAL FUND:				
General Government	1,516,000	15,000	76,500	1,607,500
Police		25,000	138,359	163,359
Public Works	455,000	1,351,000	150,000	1,956,000
Parks		563,000	23,000	586,000
Total General Fund	**1,971,000**	**1,954,000**	**387,859**	**4,312,859**
UTILITY FUND:				
Electric		3,027,737	661,132	3,688,869
Water		1,790,000	105,000	1,895,000
Wastewater	13,500,000	430,000	525,000	14,455,000
Stormwater		1,068,431	380,000	1,448,431
Total Utility Fund	**13,500,000**	**6,316,168**	**1,671,132**	**21,487,300**
TOTAL ALL FUNDS:	**15,471,000**	**8,270,168**	**2,058,991**	**25,800,159**

The Capital Improvement Plan is on file at City Hall, 321 Walnut St., Green Cove Springs, as a public record.

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** September 21, 2021

FROM: Michael Daniels, AICP, Planning & Zoning Director

SUBJECT: Small Scale Future Land Use Amendment and Rezoning Request for property located in the 1300 Block of Energy Cove Court for approximately 9.4 acres.

Future Land Use Amendment: from: Mixed Use Highway
to: Residential High Density

Zoning Amendment: from: C-2, General Commercial and M-2, Industrial
to: R-3, Residential High Density

PROPERTY DESCRIPTION

APPLICANT: Colin Groff, Black Creek Engineering **OWNER:** B&B GCS Joint Venture, c/o John R. Smith, Jr.

PROPERTY LOCATION: 1300 Block of Energy Cove Court

PARCEL NUMBER: 016562-000-00

FILE NUMBER: FLUS-21-0003 & ZON-21-0003

CURRENT ZONING: Mixed Use Highway (MUH)

FUTURE LAND USE DESIGNATION: MUH – Mixed Use Highway

SURROUNDING LAND USE

NORTH: **FLU**: Medium Density Residential (RMD)
Z: R-2
Use: Single Family Residential

SOUTH: **FLU**: MUH
Z: MUH
Use: Undeveloped

EAST: **FLU**: MUH
Z: MUH
Use: Undeveloped

WEST: **FLU**: MUH
Z: MUH
Use: Industrial

BACKGROUND

The applicant has applied for a Future Land Use and Zoning Change for the subject property for the construction of multifamily development.

PROPERTY DESCRIPTION

The property is currently undeveloped. The property has approximately 355' of frontage on Cooks Lane and 150' of frontage on Energy Cove Court. Portion of the property in the northwest and northeast near Cooks Lane are located within the 100-year floodplain. The property is heavily wooded with a mixture of hardwood and pine Trees. There is a City water main line located on the northern portion of the property that connects to Cooks Lane to the north and then connects to the adjacent property to the west. There are wetlands located on the northwest 25' of the site which shall remain undisturbed. In addition, there is an existing City water line that runs from Cooks Lane down the west side of the property eventually connecting to the Energy Cove Court cul-de-sac. The existing water line shall either be maintained as a part of future development plans or relocated at the property owner's expense.

Figure 1. Aerial Map

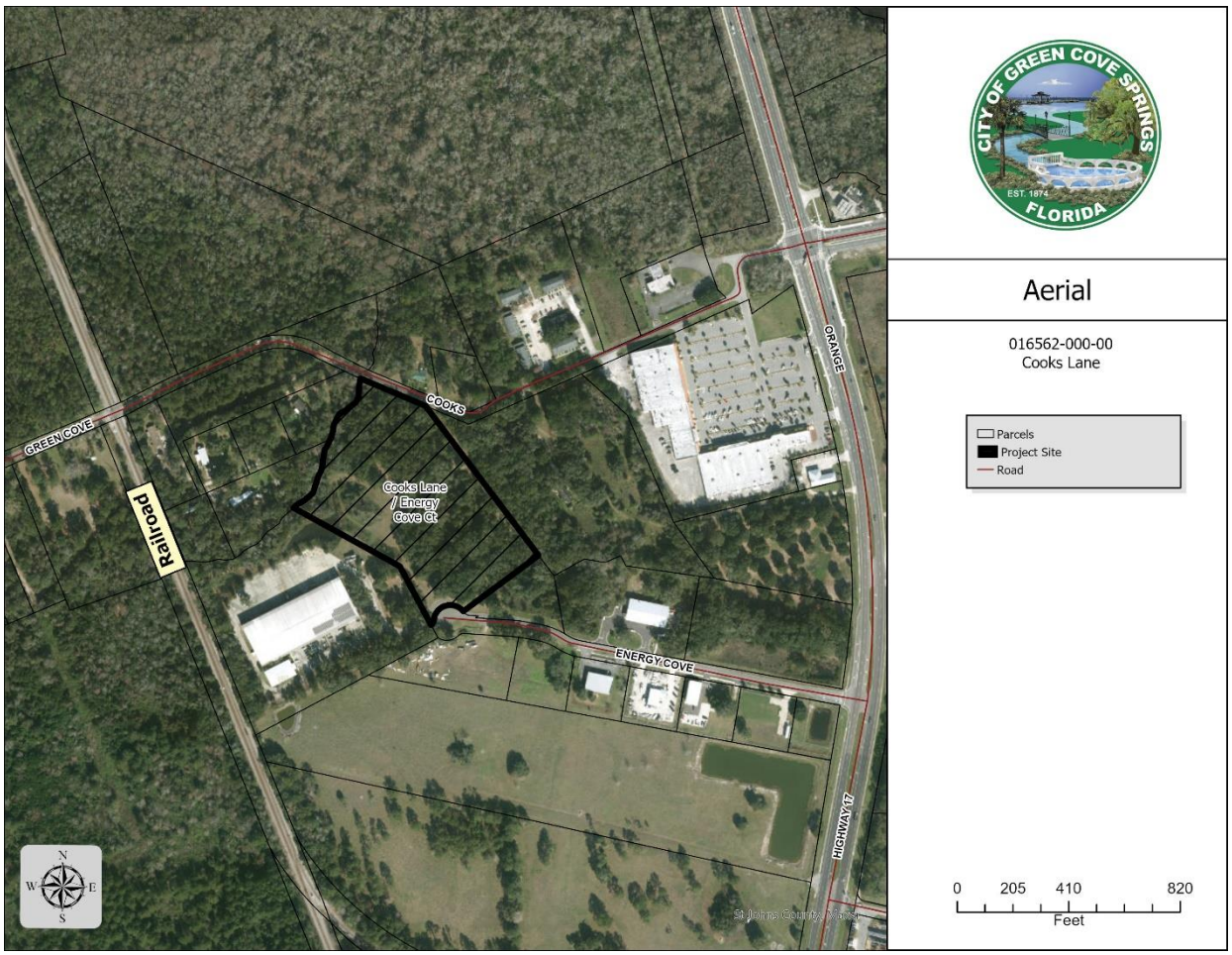


Figure 2. Existing Future Land Use

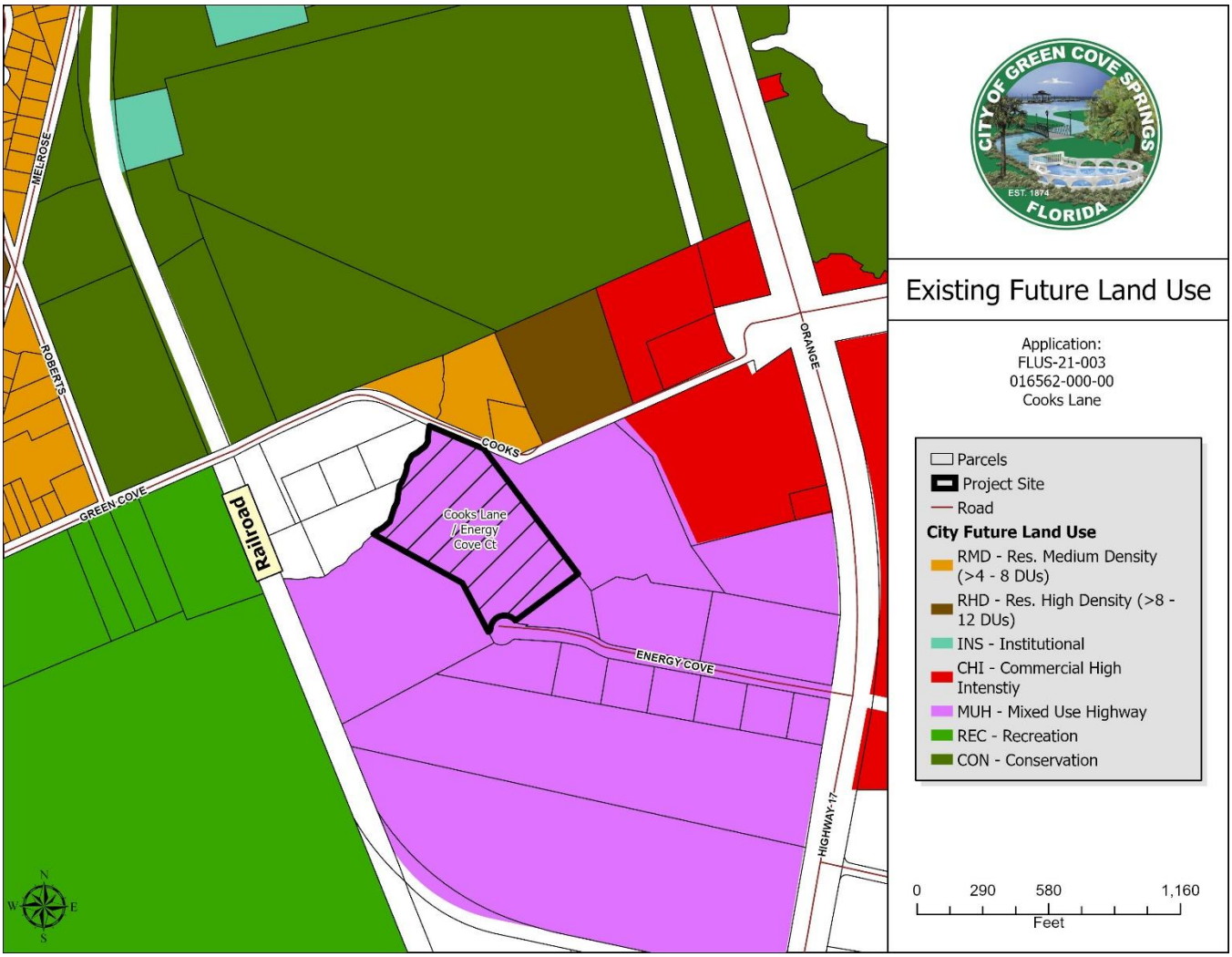


Figure 3. Proposed Future Land Use



Figure 4. Existing Zoning

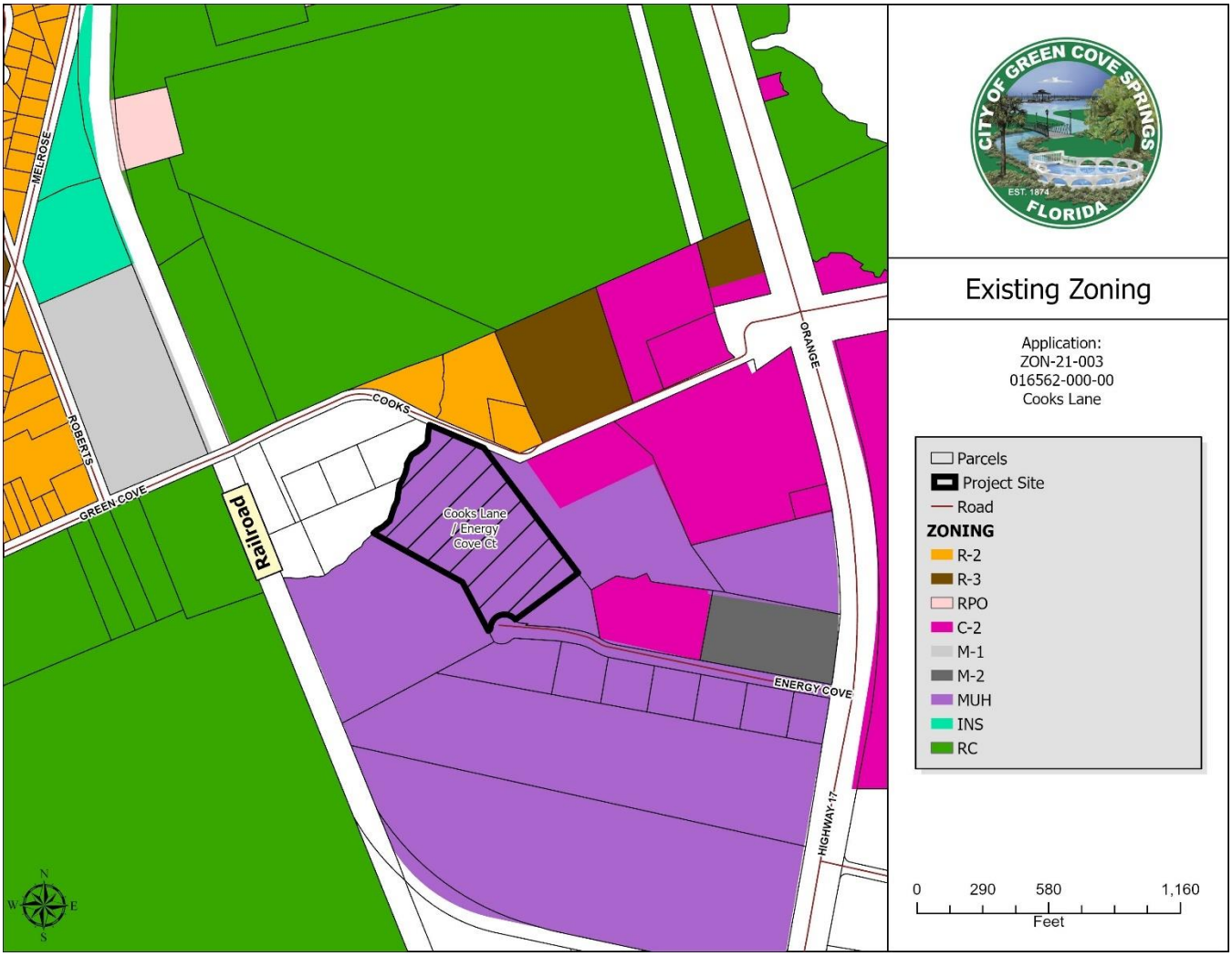
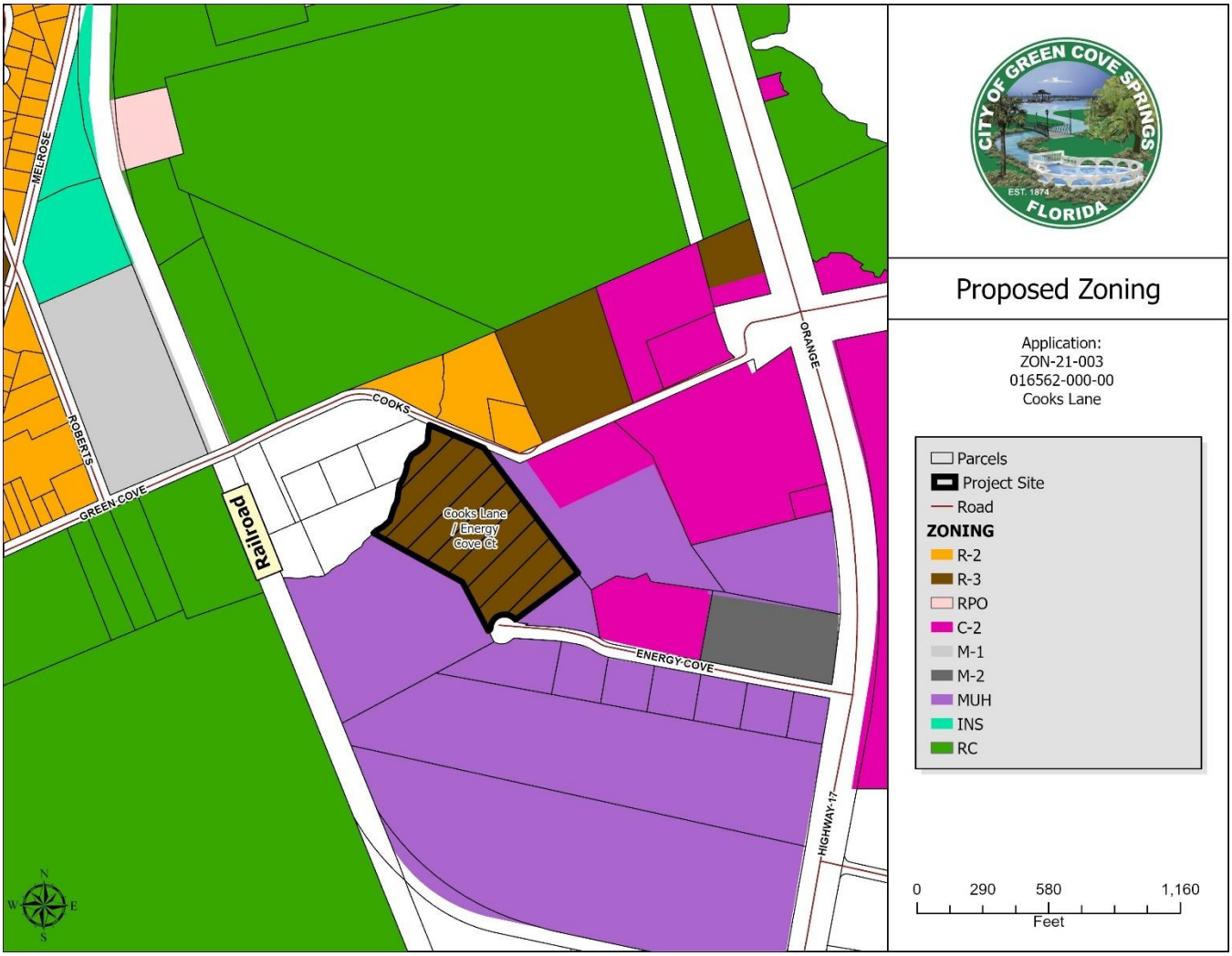


Figure 5. Proposed Zoning



NEEDS ANALYSIS

Per Chapter 163.3177, Florida Statutes, need shall be based upon the amount of land designated for future uses and shall:

1) Provide a balance of uses that foster vibrant, viable communities and economic opportunities and address outdated development patterns, such as antiquated subdivisions; and,

2) Allow the operation of real estate markets to provide adequate choices for residents and business, with the amount of land designated for future use not limited solely by the projected population. The minimum amount of land use required to accommodate at least a 10-year planning period must be included in the comprehensive plan.

Comment: This request supports the growing demand for additional housing units, particularly in close proximity to commercial uses and will increase the variety of spaces available.

URBAN SPRAWL ANALYSIS

Section 163.3177, Florida Statutes, requires that any amendment to the Future Land Use Element to discourage the proliferation of urban sprawl. Section 163.3177(6)(a)9.a., Florida Statutes, identifies 13 primary urban sprawl indicators and states that, "[t]he evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality…"

An evaluation of each primary indicator is provided below.

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

Evaluation & Findings: The proposed amendment will revise the FLUM designation from MUH to RHD. By revising the Future Land Use designation to RHD, this will allow for higher density of residential development. Currently, the City has over 20% of the City acreage guided for low density development but only .9% of land area for High Density Residential development. This request would allow for additional high density residential development that is compatible with surrounding uses.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

Evaluation & Findings: The project site is located within the urban core area of Green Cove Springs and adds to the existing development in the area which is suitable for developing thereby reducing development pressure in rural and unincorporated areas.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

Evaluation & Findings: The proposed RHD Future Land Use designation is compatible with the surrounding development.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

Evaluation & Findings: The site has a small portion of the property which is located within a floodplain which will have to be addressed pursuant to the City's Land Development Regulations as part of site development plan as well as meeting requirements for drainage and tree preservation. This property does not have environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

Evaluation & Findings: The project site is located within an urban area with surrounding commercial development. There are no adjacent agricultural areas and activities.

(VI) Fails to maximize use of existing public facilities and services.

Evaluation & Findings: With the project site being located within an area with existing development, the proposed development will utilize existing public facilities and services.

(VII) Fails to maximize use of future public facilities and services.

Evaluation & Findings: Any future improvements to the City's public facilities and services will be utilized by the project site.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

Evaluation & Findings: The project site is located within an existing commercial area with existing public facilities and services. The proposed development will utilize existing public facilities and services and will not increase the time, money, and energy for providing and maintaining these facilities.

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

Evaluation & Findings: The site is located within an urban area and is not adjacent to any rural zoned properties.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

Evaluation & Findings: The proposed application will allow infill development.

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

Evaluation & Findings: The project site is located within an existing commercial area and will allow for connectivity between residential and commercial uses on Cooks Lane.

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

Evaluation & Findings: The project site shall provide accessibility to Cooks Lane with emergency access to Energy Cove Court.

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

Evaluation & Findings: This property was guided for commercial uses and open space shall be preserved pursuant to the Site Development Requirements in the Land Development Code.

In addition to the preceding urban sprawl indicators, Florida Statutes Section 163.3177 also establishes eight (8) "Urban Form" criteria. An amendment to the Future Land Use Map is presumed to not be considered urban sprawl if it meets four (4) of the (8) urban form criteria. These urban form criteria, and an evaluation of each as each may relate to this application, are provided below. The applicant has provided an analysis of the application's consistency with Section 163.3177 within the application materials, and contends that the proposed amendment will not encourage urban sprawl by showing it meets four of the eight urban form criteria.

1. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

Evaluation & Findings: The project site is located within an existing commercial development where development will occur in developed areas as opposed to undeveloped areas. The proposed development directs the growth within the urban area.

2. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Evaluation & Findings: This application, as well as the companion rezoning application, will result in a higher density residential development utilizing existing public infrastructure and existing services.

3. Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

Evaluation & Findings: This application and the companion rezoning application will allow for higher density residential development, allowing for more walkability between the residential development and commercial development at the Corner of Cooks Lane and US 17.

4. Promotes conservation of water and energy.

Evaluation & Findings: The project site is located within an urban area with surrounding commercial development. Development in core urban areas reduces the pressure to develop in areas further outside of the urban areas.

5. Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

Evaluation & Findings: The project site is located within an urban area with surrounding development. There are no adjacent agricultural areas and activities. Development in core urban areas reduces the pressure to develop in agricultural areas.

6. Preserves open space and natural lands and provides for public open space and recreation needs.

Evaluation & Findings: Open Space shall be provided for as part of the landscape and tree preservation requirements as set forth in the Land Development Regulations.

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

Evaluation & Findings: The proposed site is located within close proximity to a variety of nonresidential uses. The proposed development will bring residential units into this mixed-use, urban area, providing a balance of land uses to the area.

8. Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

Evaluation & Findings: N/A

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The following Goals, Objectives, and Policies (GOPs) support the proposed amendment to the Future Land Use Map of the City of Green Cove Springs Comprehensive Plan:

FUTURE LAND USE ELEMENT

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

Policy 1.3.4: To promote redevelopment, the City shall allow higher densities and structures up to five (5) stories high in appropriate areas.

TRANSPORTATION ELEMENT

Objective 2.8 Site Development Traffic Circulation: The City shall require that all major developments and planned unit developments provide a circulation system which: provides adequate access to the major roadway network; provides for sound design of local and collector streets within such development….

HOUSING ELEMENT

Objective 3.1: The City shall continue to assist the private sector in providing dwelling units of various types, sizes, and costs to meet the housing needs of the current and future residents and residents with special housing needs.

Policy 3.1.1: The City shall review, and revise if necessary, any ordinances, codes, regulations, and the permitting process to eliminate unnecessary requirements and requirements that may inhibit the provision of low and moderate income housing, and to streamline the development review process, while maintaining opportunity for public participation in the review process and insuring the health, welfare, and safety of the residents.

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

Objective 4.6: Future development shall be required to connect with central sewer and water systems and provide drainage facilities which maximize the use of existing facilities and discourage urban sprawl.

PUBLIC FACILITIES IMPACT

Traffic Impacts

Land Use[1]	Square Footage/Dwelling Units	Daily		AM Peak		PM Peak	
(ITE)		Rate	Trips	Rate	Trips	Rate	Trips
Maximum Development Potential Based on Existing FLU							

Light Industrial (ITE 210)	240,000	6.97	1,675	.92	221	.97	233

Land Use[1] (ITE)	Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Proposed							
Residential Condo/TH (ITE 230)	112	6.65	732	0.62	68	0.62	68

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

Conclusion: The proposed development of 12 dwelling units per acre on the ±9.4-acre site would require a traffic study to be reviewed at the time of submittal of the site development plan. Currently, there is an average of 144 peak hour trips along the roadway which is lower than the maximum allowable capacity for the roadway which is 1,161 peak hour trips. See attached excerpt of traffic analysis from the Ayshire project which shows the existing Level of Service for Green Cove Avenue.

Potable Water Impacts

System Category	Gallons Per Day (GPD)
Current Permitted Capacity[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]	43,725
Residual Capacity after Proposed Project	3,143,275

1. *Source: City of Green Cove Springs Public Works Department*
2. *Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 112 dwelling units x 2.65 persons per du x 150 gal per person*

Sanitary Sewer Impacts – South Plant WWTP

System Category	Gallons Per Day (GPD)
Current Permitted Capacity[1]	350,000
Current Loading[1]	267,000
Committed Loading [1]	37,000
Residual Capacity[1]	46,000
Percentage of Permitted Design Capacity Utilized[1]	95%
Projected Potable Water Demand from Proposed Project[2]	34,980
Residual Capacity after Proposed Project	11,120

1. *Source: City of Green Cove Springs Public Works Department*
2. *Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 112 dwelling units x 2.65 persons per du x 120 gal per person*

Conclusion: The project site is served by the South Plant Wastewater Treatment Plant (WWTP). As shown in the table above, when factoring in the current loading and the committed loading, this WWTP has the capacity to handle the estimated impacts resulting from the proposed application.

Solid Waste Impacts

System Category	LBs Per Day / Tons per Year
Solid Waste Generated by Proposed Project[1]	2,332 lbs. / 426 tons
Solid Waste Facility Capacity[2]	Minimum 3 Years Capacity

1. *Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (112 dwelling units x 2.65 persons per dwelling unit x 8 lbs. per day) x 365*
2. *Source: Clay County Comprehensive Plan*

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

Public School Facilities Impact

Land Use	Units	Elem.		Middle		High	
		Rate[1]	Total	Rate[1]	Total	Rate[1]	Total
Proposed							
Multifamily Units	112	0..0314	4	0.0095	1	0.0197	2
Net Generation	**-**	**-**	**4**	**-**	**1**	**-**	**2**

1. *Source: School District of Clay County, Educational Facilities Plan, FY 2018/19-2022/23, based on multifamily*

Conclusion: The School District of Clay County will make a school capacity determination at the time of Final Site Development Plan. It is not anticipated that the estimated number of students generated by the proposed PUD rezoning will exceed the adopted LOS standards

Future Land Use and Zoning District Comparisons

Existing Future Land Use

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

Proposed Future Land Use

High Density Residential (>8 to 12 dwelling units per acre). This category includes single-family, duplex and multi-family dwelling units. It also includes churches, nursing homes, convalescence facilities, foster homes, and group care homes.

Existing Zoning District

The M-2 industrial district is intended to be for an industrial park. A variety of industrial and supported uses are allowed.

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

Proposed Zoning District

The residential high density, R-3 zoning category district is intended to provide for multiple-family housing areas with densities of eight to 12 dwelling units per acre. This district should be situated so that it is well served by public services and have direct access to collector street or major thoroughfares. Careful attention must be given to traffic generation from this district to minimize impact on single-family districts.

STAFF COMMENTS

As shown in Table I-1, in the attached Data and Analysis for the City's Future Land Use Element, there is currently a very small percentage (.9%) of acreage in the City that is currently designated for High Density Residential uses compared to low density residential. Providing opportunities to develop High Density residential units is consistent with the City's policy to encourage a variety of housing types for our residents. At the same time, due to the existing industrial developments existing on Energy Cove Court, the proposed development of multifamily will need to be developed so as to avoid conflict with the existing industrial development. To that end, as part of the site development plan, access to the site shall be limited to Cooks Lane, other than for emergency purposes so as not to co-mingle the residential and industrial traffic. The Planning and Zoning Commission unanimously approved the Future Land Use and Zoning request but added a separate motion to restrict access to the property to Green Cove Avenue for the residential project.

Staff recommends approval of the Future Land Amendment from Mixed Use Highway to Residential High Density based upon the Urban Sprawl Analysis and Compliance with the Comprehensive Plan and compatibility with the surrounding area.

Attachments include:

1. Conceptual Plan
2. Utility Easement
3. Property Survey
4. Ordinance O-15-2021
5. Ordinance O-16-2021
6. FLUM Application
7. Rezoning Application
8. 2045 Future Land Use Data and Analysis
9. Excerpted pages from the Ayrshire Traffic Study

STAFF RECOMMENDATION

Staff recommends approval of the future land use amendment and rezoning.

RECOMMENDED MOTIONS:

Future Land Use Amendment

Motion to approve 2nd and final reading of Ordinance O-15-2021 to amend the Future Land Use of the property described therein from Mixed Use Highway to Residential High Density.

Rezoning

Motion to approve 2nd and final reading of Ordinance O-16-2021 to amend the Zoning of the property described therein from General Business C-2/ Industrial M-2 to Residential High Density, R-3.

ORDINANCE NO. O-15-2021

AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA AMENDING THE FUTURE LAND USE MAP FOR ±9.4 ACRES OF PROPERTY LOCATED AT COOKS LANE, IDENTIFIED AS TAX ID NUMBER 016562-000-00, MORE PARTICULARLY DESCRIBED BY EXHIBIT "A", FROM MUH, MIXED USE HIGHWAY, TO RHD, RESIDENTIAL HIGH DENSITY; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

RECITALS

WHEREAS, an application for a small-scale comprehensive plan amendment, as described below, to the Comprehensive Plan Future Land Use Map has been filed with the City; and

WHEREAS, a duly advertised public hearing was conducted on the proposed amendment on August 24, 2021 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA) and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and,

WHEREAS, the City Council considered the recommendations of the LPA at a duly advertised public hearing on September 7, 2021 and September 21, 2021 and provided for and received public participation; and,

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

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

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

Section 1. Findings of Fact and Conclusions of Law.

1. The above recitals are true and correct and incorporated herein by reference.
2. The proposed Future Land Use Map amendment is consistent with the Comprehensive Plan.

3. The amendment will not cause a reduction in the adopted level of service standards for transportation, potable water, sanitary sewer, solid waste, stormwater, recreation, or public schools.

Section 2. Comprehensive Plan Future Land Use Map Amended. The Comprehensive Plan Future Land Use Map is hereby amended from Mixed Use Highway to Residential High Density on Tax Parcel Number 38-06-26-016562-000-00 in accordance with the legal description found in Exhibit "A" and map found in Exhibit "B" attached hereto.

Section 3. Ordinance to be Construed Liberally. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Green Cove Springs, Florida.

Section 4. Repealing Clause. All ordinance or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 5. Severability. It is the declared intent of the City Council of the City of Green Cove Springs that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of the ordinance after the exclusions of such part or parts shall be deemed to be valid.

Section 6. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the City that the plan amendment package is complete in accordance with Chapter 163.3184 F.S. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administrative Council enters a final order determining this adopted amendment to be in compliance in accordance with Chapter 163.3184 F.S. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this plan amendment has become effective.

INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 7th DAY OF SEPTEMBER 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

Edward R. Gaw, Mayor

ATTEST:

Erin West, City Clerk

PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 21st DAY OF SEPTEMBER 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

Edward R. Gaw, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney

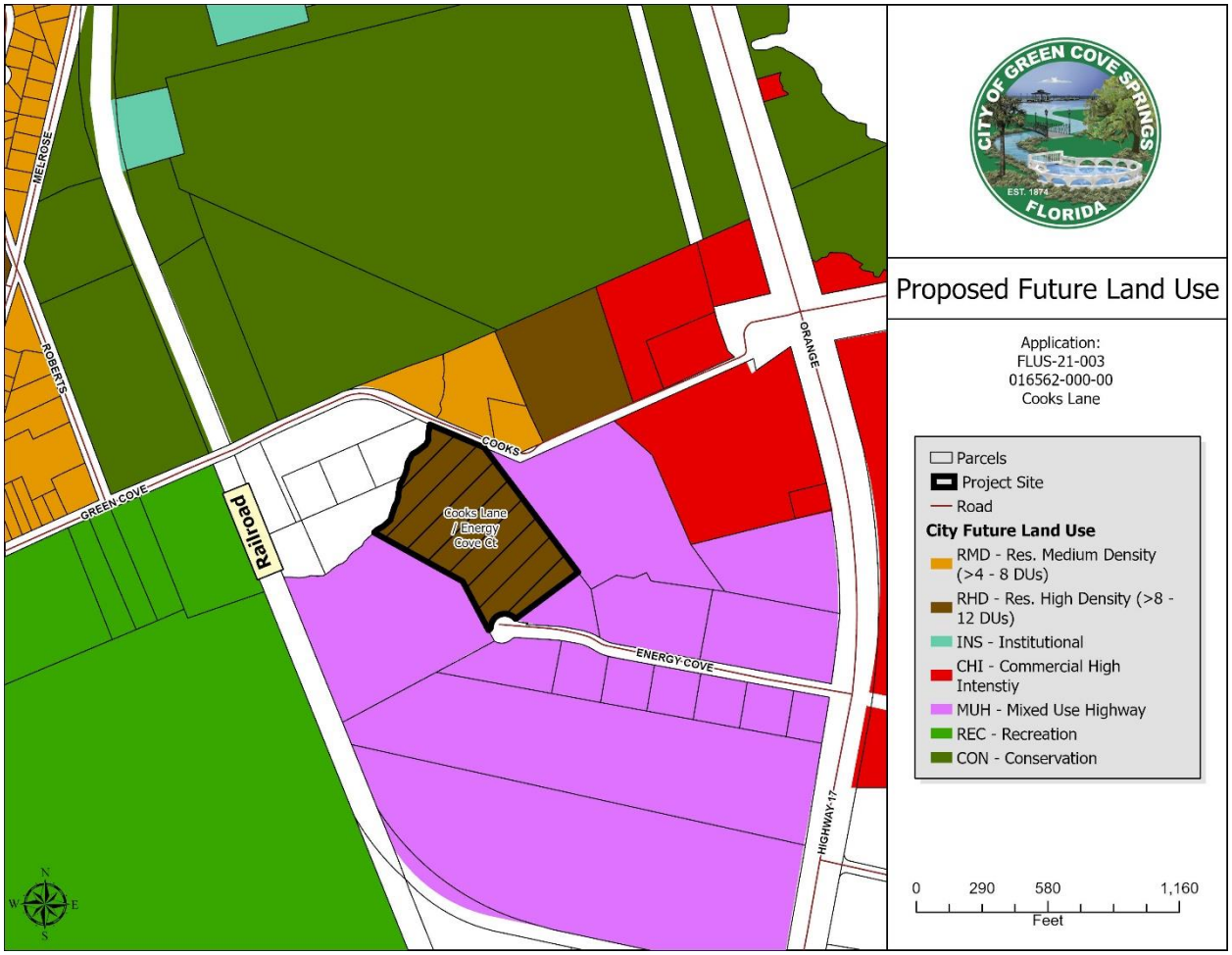
EXHIBIT "A"

Tax Parcel Number 38-06-26-016562-000

LEGAL DESCRIPTION

A parcel of land consisting of a portion of Lot 1. Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows: Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly extension thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet; thence North 28 degrees 08 minutes 50 seconds West, 321.70 feet to the point of beginning; thence South 28 degrees 08 minutes 50 seconds East, 267.48 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, an arc distance of 18.81 feet, said arc being subtended by a chord bearing and distance of North 32 degrees 39 minutes 00 seconds East, 18.01 feet; thence easterly, along the arc of a curve concave southerly and having a radius of 61.50 feet, an arc distance of 152.93 feet, said arc being subtended by a chord bearing and distance of North 74 degrees 45 minutes 35 seconds East, 116.46 feet; thence southeasterly, along the arc of a curve concave northeasterly and having a radius of 25.00 feet, an arc distance of 22.89 feet, said arc being subtended by a chord bearing and distance of South 60 degrees 13 minutes 41 seconds East, 22.10 feet; thence South 86 degrees 27 minutes 15 seconds East, 34.78 feet to the northwesterly line of those lands described in Official Records Book 3015, page 1253 of said public records; thence on said northwesterly line, North 61 degrees 51 minutes 10 seconds East, 328.23 feet; thence North 37 degrees 05 minutes 14 seconds West, 681.80 feet to the southwesterly line of Cooks Lane as per survey by Eiland & Associates for Alternate Energy Technologies, dated December 31, 2009; thence northwesterly, along said southwesterly line and along the arc of a curve concave northeasterly and having a radius of 210.00 feet, an arc distance of 29.21 feet, said arc being subtended by a chord bearing and distance of North 71 degrees 47 minutes 46 seconds West, 29.19 feet; thence continue along said southwesterly line, North 67 degrees 48 minutes 41 seconds West, 355 feet, more or less, to the centerline of Coventry Branch; thence southwesterly, along said centerline, 494 feet, more or less, to a point that bears North 61 degrees 09 minutes 18 seconds West, 407 feet, more or less, from the point of beginning; thence South 61 degrees 09 minutes 18 seconds East, 407 feet, more or less, to the point of beginning; being 9.4 acres, more or less, in area.

EXHIBIT "B"


MELROSE
ROBERTS
GREEN COVE
COOKS
Railroad
Cooks Lane / Energy Cove Ct.
ENERGY COVE
ORANGE
HIGHWAY-17
N
W
E
S
CITY OF GREEN COVE SPRINGS
EST. 1874
FLORIDA
Proposed Future Land Use
Application:
FLUS-21-003
016562-000-00
Cooks Lane
Parcels
Project Site
Road
City Future Land Use
RMD - Res. Medium Density (>4 - 8 DUs)
RHD - Res. High Density (>8 - 12 DUs)
INS - Institutional
CHI - Commercial High Intenstiy
MUH - Mixed Use Highway
REC - Recreation
CON - Conservation
0
290
580
1,160
Feet

MAP OF

A parcel of land consisting of a portion of Lot 1. Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

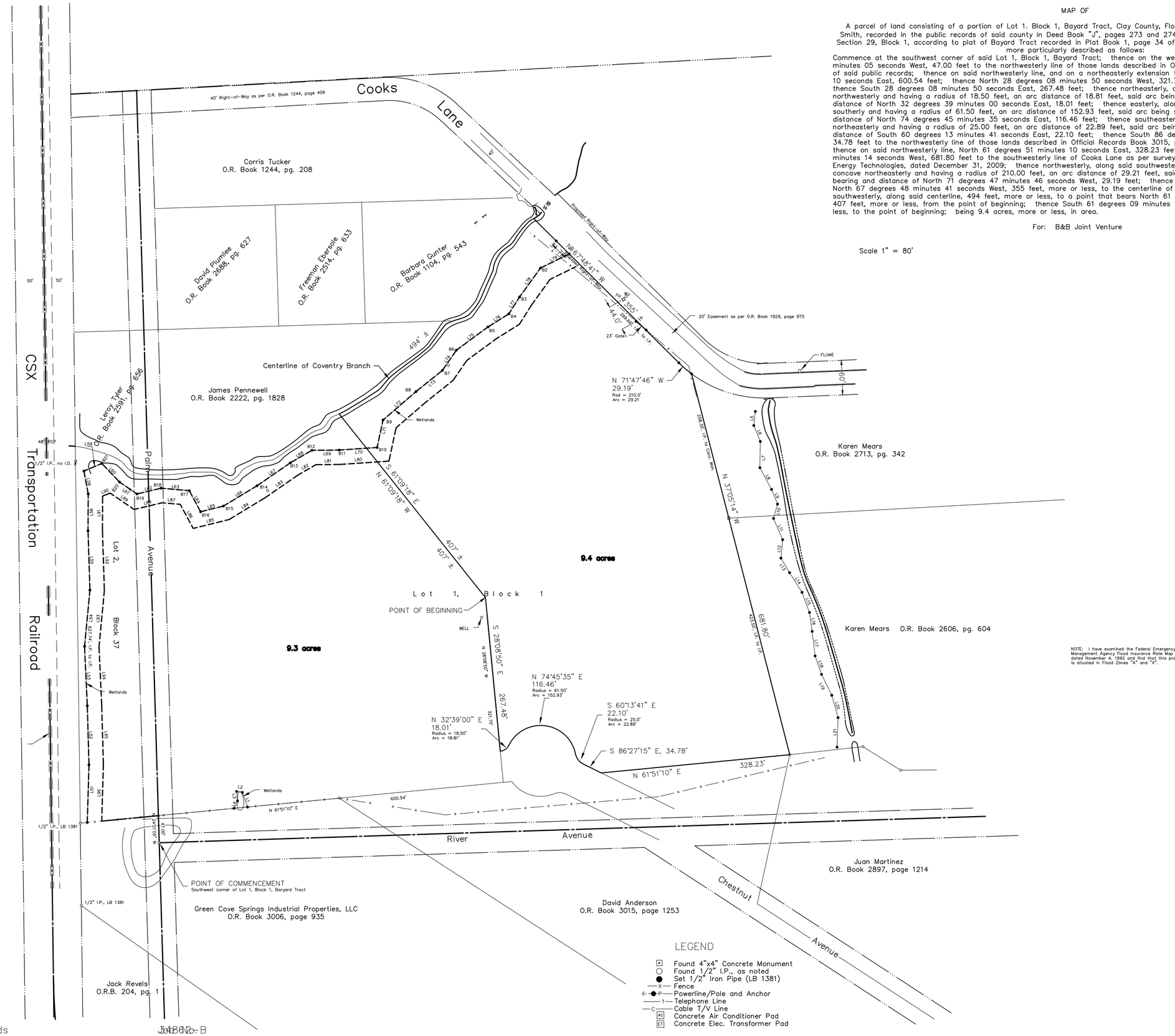
Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly extension thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet; thence North 28 degrees 08 minutes 50 seconds West, 321.70 feet to the point of beginning; thence South 28 degrees 08 minutes 50 seconds East, 267.48 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, an arc distance of 18.81 feet, said arc being subtended by a chord bearing and distance of North 32 degrees 39 minutes 00 seconds East, 18.01 feet; thence easterly, along the arc of a curve concave southerly and having a radius of 61.50 feet, an arc distance of 152.93 feet, said arc being subtended by a chord bearing and distance of North 74 degrees 45 minutes 35 seconds East, 116.46 feet; thence southeasterly, along the arc of a curve concave northeasterly and having a radius of 25.00 feet, an arc distance of 22.89 feet, said arc being subtended by a chord bearing and distance of South 60 degrees 13 minutes 41 seconds East, 22.10 feet; thence South 86 degrees 27 minutes 15 seconds East, 34.78 feet to the northwesterly line of those lands described in Official Records Book 3015, page 1253 of said public records; thence on said northwesterly line, North 61 degrees 51 minutes 10 seconds East, 328.23 feet; thence North 37 degrees 05 minutes 14 seconds West, 681.80 feet to the southwesterly line of Cooks Lane as per survey by Eiland & Associates for Alternate Energy Technologies, dated December 31, 2009; thence northwesterly, along said southwesterly line and along the arc of a curve concave northeasterly and having a radius of 29.21 feet, said arc being subtended by a chord bearing and distance of North 71 degrees 47 minutes 46 seconds West, 29.19 feet; thence continue along said southwesterly line, North 67 degrees 48 minutes 41 seconds West, 355 feet, more or less, to the centerline of Coventry Branch; thence southwesterly, along said centerline, 494 feet, more or less, to a point that bears North 61 degrees 09 minutes 18 seconds West, 407 feet, more or less, from the point of beginning; thence South 61 degrees 09 minutes 18 seconds East, 407 feet, more or less, to the point of beginning; being 9.4 acres, more or less, in area.

For: B&B Joint Venture

Scale 1" = 80'

November 1, 2010

LINE TABLE		
LINE	BEARING	LENGTH
L5	S16°23'19"E	24.57
L6	S44°46'56"E	29.87
L7	S21°40'12"E	45.42
L8	S50°52'06"E	42.81
L9	S44°44'19"E	27.39
L10	S07°13'24"E	25.89
L11	S45°55'42"E	39.98
L12	S17°22'18"E	32.11
L13	S53°15'45"E	29.17
L14	S54°58'09"E	40.53
L15	S42°54'06"E	37.17
L16	S30°39'14"E	33.09
L17	S29°33'40"E	42.78
L18	S41°45'11"E	33.92
L19	S48°46'57"E	40.39
L20	S38°21'06"E	40.12
L21	S20°43'27"E	51.35
L51	N20°56'23"W	100.03
L52	N24°15'19"W	102.38
L53	N25°17'09"W	102.88
L54	N17°11'18"W	98.25
L55	N24°28'42"W	102.80
L56	N22°19'04"W	63.97
L58	N33°18'55"W	40.29
L59	N44°27'11"E	33.70
L60	S66°15'22"E	44.46
L61	S78°21'59"E	36.62
L62	N53°56'27"E	42.97
L63	N72°27'01"E	49.08
L64	S50°48'10"E	41.38
L65	N53°27'26"E	40.76
L66	N36°12'12"E	68.04
L67	N32°47'55"E	70.20
L68	N37°15'22"E	43.17
L69	N66°51'03"E	47.47
L70	N63°28'22"E	65.69
L71	N10°27'49"W	48.69
L72	N26°34'02"E	75.37
L73	N28°41'46"E	58.61
L74	N12°09'32"E	42.73
L75	N31°00'01"E	67.87
L76	N35°16'14"E	42.91
L77	N09°44'59"E	34.68
L78	N13°12'25"E	61.75
L79	N41°04'26"E	55.55
L80	N63°28'22"E	65.26
L81	N66°51'03"E	41.60
L82	N37°15'22"E	35.60
L83	N32°47'55"E	69.97
L84	N36°12'12"E	72.57
L85	N53°27'26"E	64.00
L86	S50°48'10"E	47.32
L87	N72°27'01"E	31.51
L88	N53°56'27"E	49.94
L89	S78°22'14"E	50.33
L90	N46°01'05"E	13.96
L91	N22°19'04"W	59.91
L92	N24°28'42"W	103.93
L93	N17°11'18"W	98.07
L94	N25°17'09"W	101.34
L95	N24°15'19"W	103.33
L96	N20°56'23"W	97.60



NOTE: I have examined the Federal Emergency Management Agency Flood Insurance Rate Map dated November 4, 1992 and find that this property is situated in Flood Zones "A" and "X".

ABBREVIATIONS

AC Air Conditioner
BRL Building Restriction Line
ET Electric Transformer
FM Field Measurements
IP Iron Pipe

GENERAL NOTES

1. Bearings shown hereon are based on the record bearing of S 23°22'55" E for the easterly line of the CSX Transportation Railroad.
2. This map was based on documents provided and was not abstracted for easements, covenants or restrictions, title, overlaps, or other matters of record, or matters unrecorded by this surveyor.
3. Underground utilities serving or crossing this property have not been located or shown.
4. Easements shown hereon are for drainage and utilities unless noted otherwise.
5. This map was prepared for descriptive purposes only and does not represent an actual survey.

LEGEND

- Found 4"x4" Concrete Monument
- Found 1/2" I.P., as noted
- Set 1/2" Iron Pipe (LB 1381)
- —x— Fence
- —P— Powerline/Pole and Anchor
- —T— Telephone Line
- —C— Cable T/V Line
- AC Concrete Air Conditioner Pad
- ET Concrete Elec. Transformer Pad

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Harold T. Eiland
License No. LS 2518

Eiland & Associates, Inc.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1381
615 Blanding Boulevard
Orange Park, Florida 32065
Telephone 904-272-1000

FF No. 38:113-A3 Field Book Tds Job No. 38:113-B

DOG PARK

3-STORY 18 UNITS

STORMWATER FACILITY

POOL/BBQ DECK

CLUBHOUSE

PLAYGROUND

MAINTENANCE BUILDING

3 24" RCP

FLUME

60'

24"RCP

NORTH

COLIN D. GROFF, P.E. REG. NO.

REVISIONS

NO.	REVISIONS	BY	DATE

BLACK CREEK ENGINEERING, INC

1735 HAGANS RIDGE COURT
GREEN COVE SPRINGS, FLORIDA 32043
PHONE (904) 759-8500

AUTHORIZATION NO. 27946

MULTI-FAMILY DEVELOPMENT

ENERGY COVE COURT
CYOR STUDIO'S, INC.

CONCEPT PLANT

JOB NO. : 21-010
DATE: 07/01/2021
DRAWN BY : CdG
CHECKED BY : CdG
APPROVED BY : CdG
SCALE : 1"=40'

SHEET 4

THE DESIGNER EXPRESSLY RESERVES HIS COPYRIGHT AND OTHER PROPERTY RIGHTS IN THIS DRAWING. THIS DRAWING, PLAN & DESIGNS ARE NOT TO BE REPRODUCED, COPIED OR USED IN ANY MANNER NOR SHALL THEY BE DISTRIBUTED TO ANY OTHER PARTY THAN AS LISTED WITHOUT EXPRESSED WRITTEN PERMISSION AND CONSENT OF BLACK CREEK ENGINEERING, INC.

Harold T. Eiland
President

Eric V. Eiland
V. President

Eiland & Associates, Inc.
615 Blanding Blvd. Orange Park, Florida 32073
Phone (904) 272-1000 Fax 272-5443

December 8, 2011

Legal description for B&B GCS Joint Venture

Easement "A"

An easement for utilities covering a parcel of land situated in Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly projection thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet to a southwesterly line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said public records; thence on said west line, North 28 degrees 08 minutes 50 seconds West, 54.22 feet to the point of beginning; thence continue North 28 degrees 08 minutes 50 seconds West, 6.40 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 30.00 feet, and arc distance of 11.13 feet, said arc being subtended by a chord bearing and distance of North 14 degrees 36 minutes 38 seconds East, 11.07 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 71.5 feet, an arc distance of 173.93 feet to the northwesterly line of those lands described in Official Records Book 3293, page 222 of said public records, said arc being subtended by a chord bearing and distance of North 73 degrees 40 minutes 17 seconds East, 134.11 feet; thence on said northwesterly line, South 53 degrees 21 minutes 48 seconds West, 10.00 feet to the northeasterly line of said Energy Cove Court; thence southwesterly, along said northerly line, and along the arc of a curve concave southeasterly, an arc distance of 150.10 feet, said arc being subtended by a chord bearing and distance of South 73 degrees 26 minutes 28 seconds West, 115.52 feet; thence southwesterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, an arc distance of 18.18 feet to the

DEC 11 9:46AM

point of beginning, said arc being subtended by a chord bearing and distance of South 32 degrees 39 minutes 00 seconds West, 18.01 feet.

21DEC 11 9:46AM

Harold T. Eiland
President

Eric V. Eiland
V. President

Eiland & Associates, Inc.
615 Blanding Blvd. Orange Park, Florida 32073
Phone (904) 272-1000 Fax 272-5443

December 8, 2011

Legal description for B&B GCS Joint Venture

Easement "B"

An easement for utilities covering a parcel of land situated in Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly projection thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet to a southwesterly line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said public records; thence on said west line, North 28 degrees 08 minutes 50 seconds West, 39.63 feet to the point of beginning; thence South 62 degrees 04 minutes 41 seconds West, 82.86 feet; thence North 72 degrees 11 minutes 03 seconds West, 69.88 feet; thence North 25 degrees 06 minutes 28 seconds West, 209.38 feet; thence South 29 degrees 51 minutes 02 seconds West, 8.09 feet; thence North 60 degrees 08 minutes 58 seconds West, 15.00 feet; thence North 29 degrees 51 minutes 02 seconds East, 120.97 feet to the northeasterly line of those lands described in Official Records Book 3271, page 163 of said public records; thence on said northeasterly line, South 61 degrees 09 minutes 18 seconds East, 15.00 feet; thence South 29 degrees 51 minutes 02 seconds West, 94.82 feet; thence South 25 degrees 06 minutes 28 seconds East, 213.37 feet; thence South 72 degrees 11 minutes 03 seconds East, 57.02 feet; thence North 62 degrees 04 minutes 41 seconds East, 58.46 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 30.00 feet, an arc distance of 19.29 feet to said southwesterly line of Energy Cove Court, said arc being subtended by a chord bearing and distance of North 43 degrees 39 minutes 32 seconds East, 18.96 feet; thence on said southwesterly line, South 28 degrees 08 minutes 50 seconds East, 20.99 feet to the point of beginning.

21DEC 11 9:46AM

Harold T. Eiland
President

Eric V. Eiland
V. President

Eiland & Associates, Inc.
615 Blanding Blvd. Orange Park, Florida 32073
Phone (904) 272-1000 Fax 272-5443

December 8, 2011

Legal description for B&B GCS Joint Venture

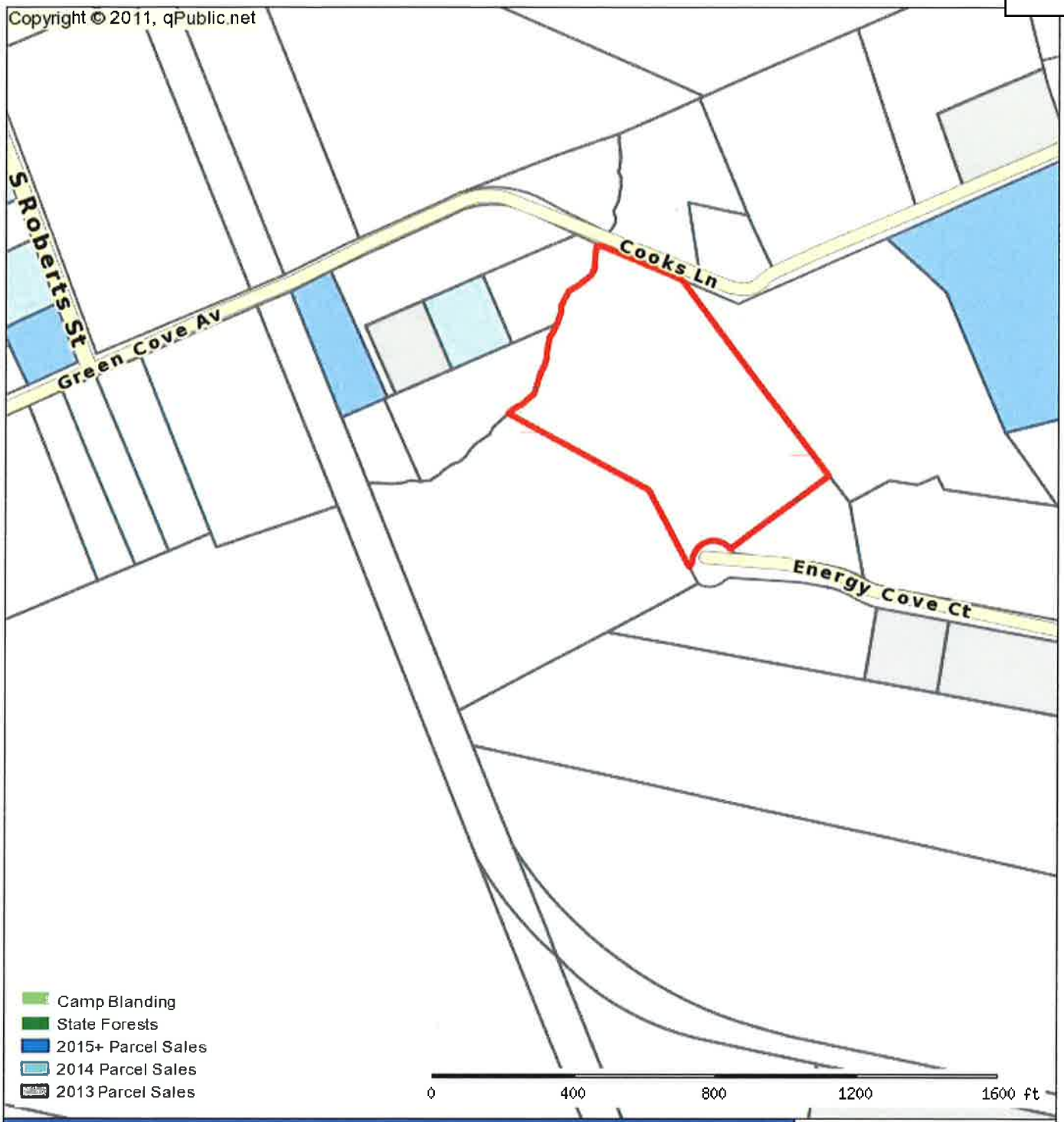
Easement "C"

An easement for utilities covering a parcel of land situated in Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly projection thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet to a southwesterly line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said public records; thence on said west line, North 28 degrees 08 minutes 50 seconds West, 39.63 feet; thence South 62 degrees 04 minutes 41 seconds West, 82.86 feet; thence North 72 degrees 11 minutes 03 seconds West, 69.88 feet; thence North 25 degrees 06 minutes 28 seconds West, 209.38 feet; thence South 29 degrees 51 minutes 02 seconds West, 8.09 feet; thence North 60 degrees 08 minutes 58 seconds West, 15.00 feet; thence North 29 degrees 51 minutes 02 seconds East, 120.97 feet to the northeasterly line of those lands described in Official Records Book 3271, page 163 of said public records and the point of beginning; thence continue North 29 degrees 51 minutes 02 seconds East, 199.72 feet; thence North 57 degrees 51 minutes 10 seconds East, 254.30 feet; thence North 37 degrees 05 minutes 14 seconds West, 222.09 feet to the southwesterly line of Cooks Lane as survey prepared by Eiland & Associates, dated December 31, 2009; thence on said southwesterly line, South 67 degrees 48 minutes 41 seconds East, 26.19 feet; thence continue on said southwesterly line, and along the arc of a curve concave northeasterly and having a radius of 210.00 feet, an arc distance of 29.21 feet to the northeasterly line of those lands described in Official Records Book 3237, page 224 of said public records, said arc being subtended by a chord bearing and distance of South 71 degrees 47 minutes 46 seconds East, 29.18

DEC 11 9:46AM

feet; thence on said northeasterly line, South 37 degrees 05 minutes 14 seconds East, 203.73 feet; thence South 52 degrees 54 minutes 46 seconds West, 30.00 feet; thence North 37 degrees 05 minutes 14 seconds West, 13.10 feet; thence South 57 degrees 51 minutes 10 seconds West, 251.86 feet; thence South 29 degrees 51 minutes 02 seconds West, 195.72 feet to said northeasterly line of lands described in Official Records Book 3271, page 163; thence on said northeasterly line, North 61 degrees 09 minutes 18 seconds West, 15.00 feet to the point of beginning.

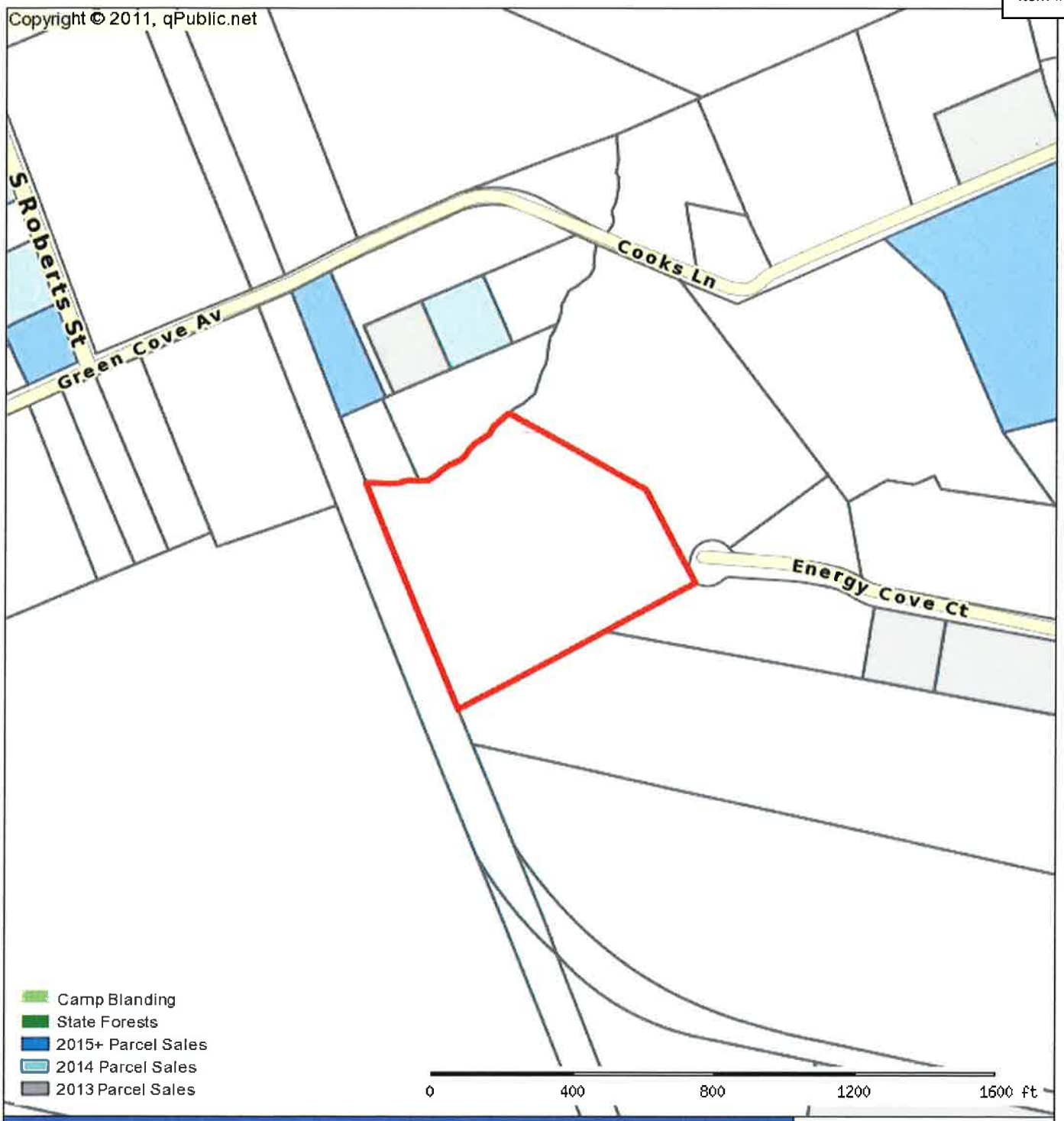


Clay County Appraiser			
Parcel: 38-06-26-016562-000-00 Acres: 8.707			
Name:	B&B GCS JOINT VENTURE	Land Value:	0
Site:	COOKS LN	Building Value:	0
Sale:	$250,000 on 08-2010 Reason=Y Qual=U	Misc Value:	0
Mail:	C/O BILLY WAGER 3838 RON RD GREEN COVE SPRINGS, FL 32043	Just Value:	217,675
		Assessed Value	1,436
		Exempt Value	0
		Taxable Value	1,436



The Clay County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CLAY COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---
Date printed: 01/26/16 : 14:51:26

Billy Byrom



Clay County Appraiser

Parcel: 38-06-26-016562-001-00 Acres: 9.2

Name:	ALTERNATE ENERGY TECHNOLOGIES	Land Value:	230,000
Site:	1345 ENERGY COVE CT	Building Value:	1,692,747
Sale:	$320,000 on 05-2010 Reason=Y Qual=Q	Misc Value:	246,097
Mail:	LLC 1345 ENERGY COVE CT GREEN COVE SPRINGS, FL 320434307	Just Value:	2,168,844
		Assessed Value	2,168,844
		Exempt Value	0
		Taxable Value	2,168,844



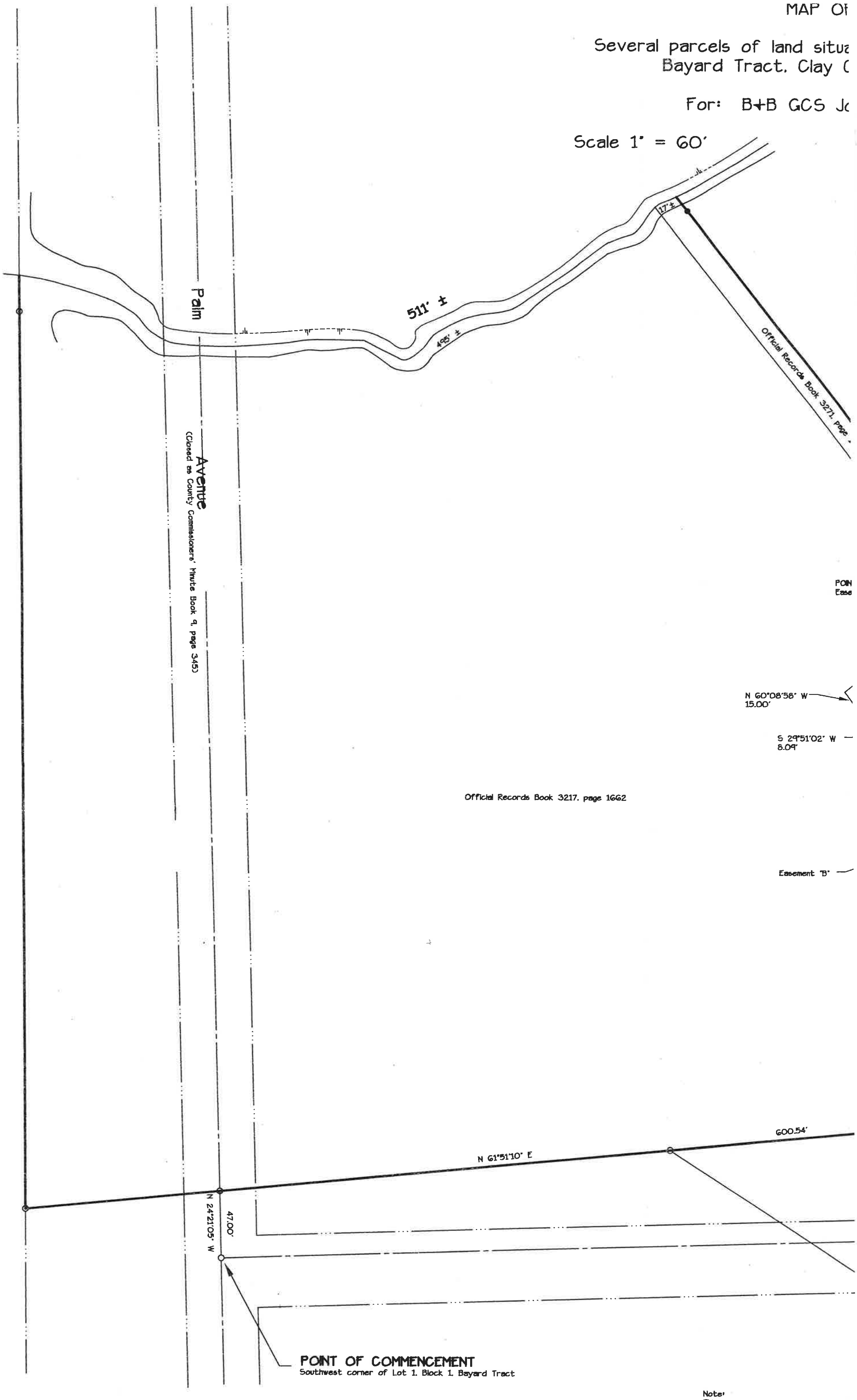
The Clay County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CLAY COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---
Date printed: 01/26/18 : 14:50:59

MAP Of

Several parcels of land situa
Bayard Tract. Clay C

For: B+B GCS Jc

Scale 1" = 60'

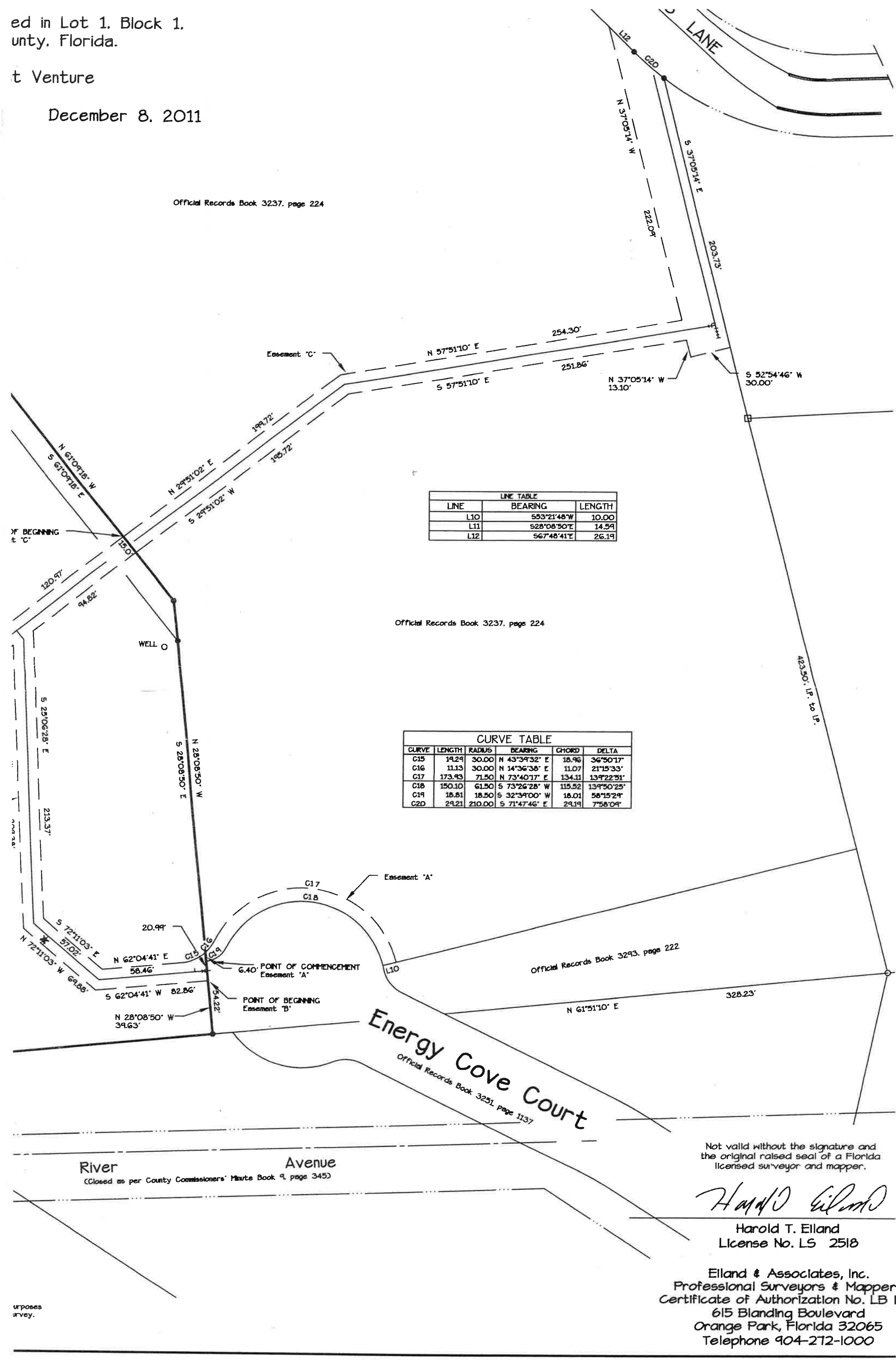


Note:
This map was prepared for descriptiv
only and does not represent an actu

ed in Lot 1. Block 1.
unty. Florida.

t Venture

December 8. 2011



LINE TABLE		
LINE	BEARING	LENGTH
L10	S53°21'48"W	10.00
L11	S28°08'50"E	14.59
L12	S67°48'41"E	26.19

Official Records Book 3237, page 224

CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C15	19.29	30.00	N 43°39'32" E	18.96	36°50'17"
C16	11.13	30.00	N 14°36'38" E	11.07	21°15'33"
C17	173.93	71.50	N 73°40'17" E	134.11	139°22'31"
C18	150.10	61.50	S 73°26'28" W	115.52	139°50'25"
C19	18.81	18.50	S 32°39'00" W	18.01	58°15'29"
C20	29.21	210.00	S 71°47'46" E	29.19	7°58'09"

urposes
urvey.

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Harold T. Elland
License No. LS 2518

Elland & Associates, Inc.
Professional Surveyors & Mapper
Certificate of Authorization No. LB
615 Blanding Boulevard
Orange Park, Florida 32065
Telephone 904-272-1000

FOR OFFICE USE ONLY

P Z File #_____

Application Fee:_____

Filing Date: _____ Acceptance Date:_____

Review Date: SRDT_____ P & Z _____ CC _____

Small Scale Future Land Use Map Amendment Application

A. PROJECT

1. Project Name: Proposed Multi-Family Development
2. Address of Subject Property: 1300 Energy Cove Court
3. Parcel ID Number(s): 38-06-26-016562-000-00
4. Existing Use of Property: Vacant
5. Future Land Use Map Designation : MUH
6. Existing Zoning Designation: MUH C-2/M-2 - Mixed Use Highway
7. Proposed Future Land Use Map Designation: RHD
8. Acreage (must be 10 acres or less): 8.71

B. APPLICANT

1. Applicant's Status ☐Owner (title holder) ☒Agent
2. Name of Applicant(s) or Contact Person(s): Colin Groff Title: P.E.

   Company (if applicable): Black Creek Engineering, Inc.

   Mailing address: 3900 Paso Fino Road

   City: Green Cove Springs State: Florida ZIP: 32043

   Telephone: ( )904 759-8930 FAX: ( ) _____ e-mail: cdgroff@bellsouth.net

3. If the applicant is agent for the property owner*

   Name of Owner (title holder): B&B GCS Joint Venture, C/O John R Smith Jr

   Mailing address: 1 Independent Drive

   City: Jacksonville State: Fl ZIP: 32202

   Telephone: ( ) _____ FAX: ( ) _____ e-mail: jsmith@smithhulsey.com

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

C. ADDITIONAL INFORMATION

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

   ☒ Yes ☐ No If yes, list names of all parties involved: CYOR Studios Inc., See attch contract

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

   ☒ Contingent ☐ Absolute

D. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed Future Land Use Map change and Future Land Use Map designations on surrounding properties
2. A map showing the zoning designations on surrounding properties
3. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
4. Plat of the property (Maybe obtained from the Clay County Property Appraiser.)
5. Legal description with tax parcel number.
6. Boundary survey
7. Warranty Deed or the other proof of ownership
8. Fee.

    a. $750

    b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

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

All 8 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

CDG

Signature of Applicant

Colin D. Groff, P.E.

Typed or printed name and title of applicant

7/12/2021

Date

Signature of Co-applicant

Typed or printed name of co-applicant

Date

State of Florida County of Clay

The foregoing application is acknowledged before me this 15 day of July, 2021 by Colin Groff, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

Kimberley Farnsworth

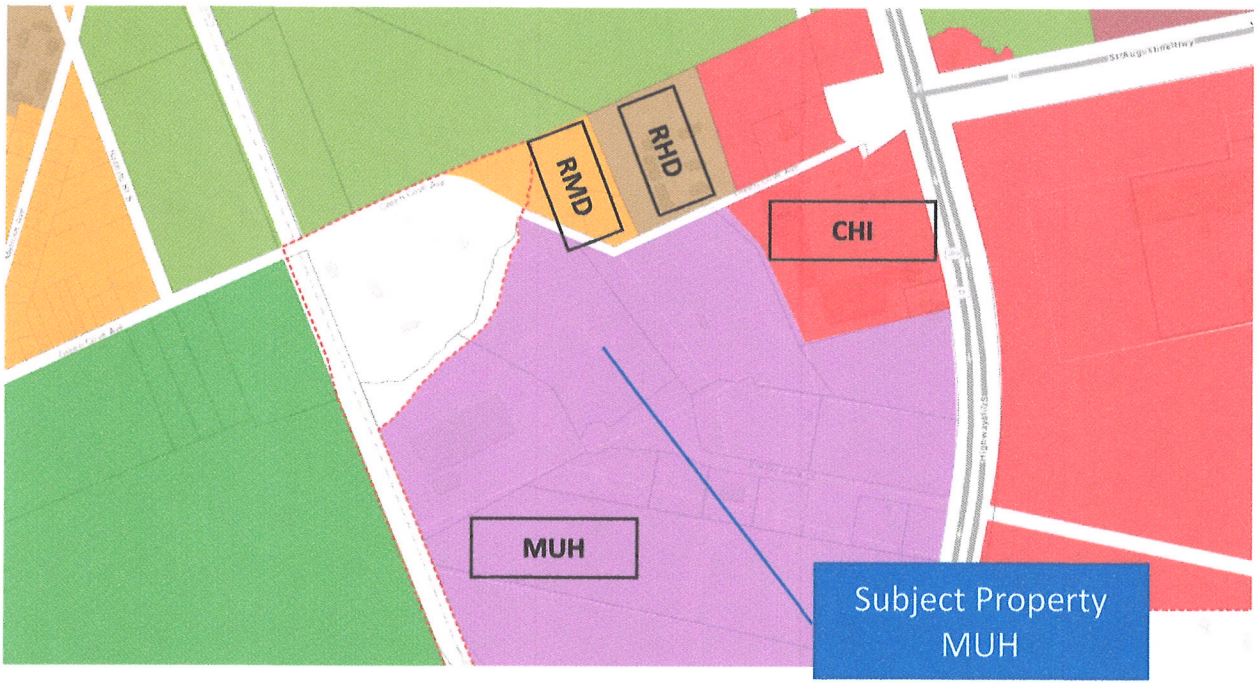
Signature of Notary Public, State of Florida

KIMBERLEY S. FARNSWORTH
Notary Public-State of Florida
Commission # GG 961616
My Commission Expires
March 03, 2024

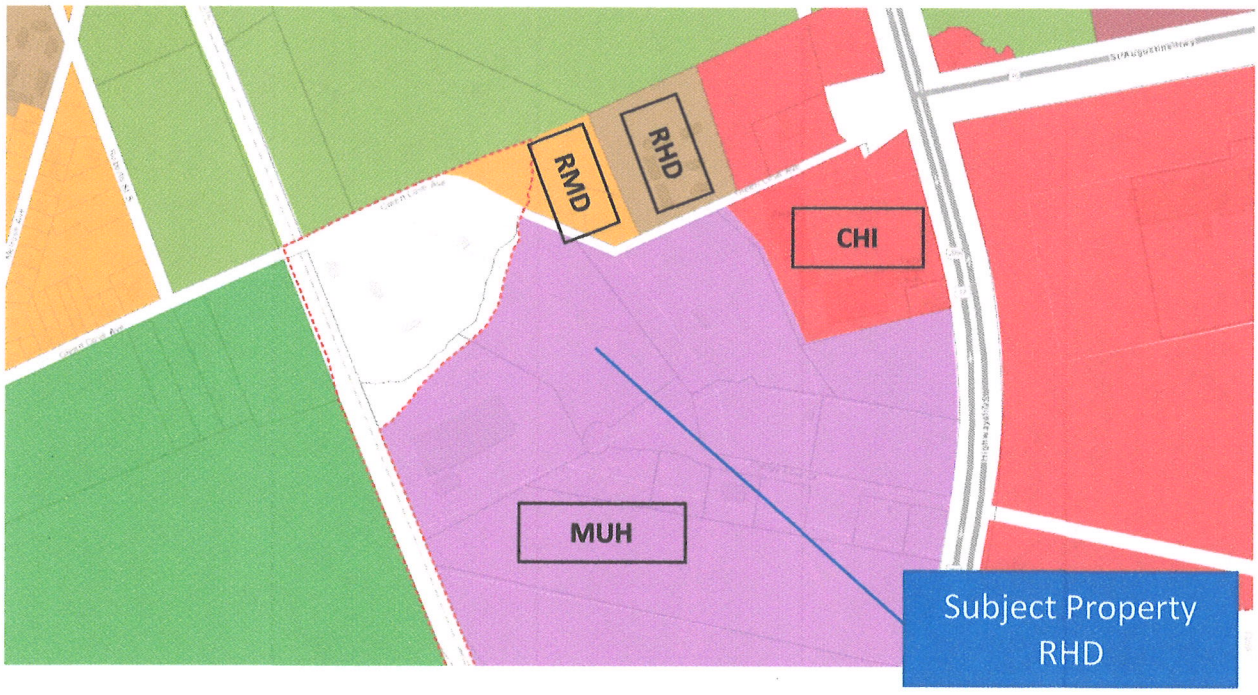
Statement of Proposed Land Use Change:

Parcel #38-06-26-016562-000-00 located at 1300 Energy Cove Court has a current FLU designation as MUH with a zoning designation of MUH. The applicant is proposing a change of land use to RHD to allow a multi-family development to be constructed that would be compatible with the Mixed Use land use on south, east, and west of the site and RMD/RHD north of the site.

Current Land Use Map:



Proposed Land Use Map:



PROPERTY OWNER AFFIDAVIT

Owner Name: B&B GCS Joint Venture, C/O John R Smith Jr	
Address: 1 Independent Drive	Phone:
Agent Name: Colin D. Groff, P.E.	
Address: 3900 Paso Fino Road, Green Cove Springs, Fl 32043	Phone: 904 759-8930
Parcel No.: 38-06-26-016562-000-00	
Requested Action: Colin D. Groff, P.E., Black Creek Engineering, Inc. will act as the owners agent for the above listed parcel for work associated with the purchase and sale agreement with CYOR Studios, Inc.	

I hereby certify that:

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

Property owner signature: John R Smith Jr

Printed name: John R. Smith Jr.

Date: 7/15/21

The foregoing affidavit is acknowledged before me this 15th day of July, 2021, by John R. Smith, Jr., who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

CAROLYN LOBERGER
Commission # HH 069708
Expires January 18, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Carolyn Loberger
Signature of Notary Public, State of Florida

docusign signature verification: dap.dsn.AA4qbaE4c4y

VACANT LAND
PURCHASE AND SALE AGREEMENT
COPYRIGHTED BY AND SUGGESTED FOR USE BY THE MEMBERS OF THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.

CYOR Studios Inc. _____ ("BUYER/PURCHASER") name(s) as reflected on government-issued photo ID and **marital status** if individual(s)) and B&B GCS Joint Venture _____ ("SELLER"), (name(s) as reflected on deed or government-issued photo ID and **marital status** if individual(s)), which terms may be singular or plural and include the successors, personal representatives and assigns of BUYER and SELLER, hereby agree that SELLER will sell and BUYER will buy the following described property with all improvements ("the Property"), upon the following terms and conditions and as completed or marked. In any conflict of terms or conditions, that which is added will supersede that which is printed or marked.

PROPERTY DESCRIPTION:

(a) Street address, city, zip code: Cooks Lane _____

(b) The Property is located in Clay County, Florida. Property Tax ID No: 38-06-26-016562-000-00

(c) Legal description of the Real Property (if lengthy, see attached legal description): _____

The Property will be conveyed by statutory general warranty deed, trustee's, personal representative's or guardian's deed as appropriate to the status of SELLER (unless otherwise required herein), subject to current taxes, existing zoning, recorded restrictive covenants governing the Property, and easements of record which do not adversely affect marketable title. **Under Florida law financing of the BUYER's principal residence requires BUYER and BUYER's spouse to sign the mortgage(s). Under Florida law the sale of a principal residence requires SELLER's spouse to sign the deed even if the spouse's name is not on SELLER's present deed.**

1. PURCHASE PRICE to be paid by BUYER is payable as follows:

(A) Binder deposit ☐ is paid herewith, or, ☑ is due within 3 days after date of acceptance which will remain a binder until closing unless sooner disbursed according to the provisions of this Agreement. If neither box is marked, binder deposit is to be paid herewith. $ 10000.00

(B) Additional binder deposit due on or before _____ or 90 days after date of acceptance of this Agreement $ 10000.00

(C) Proceeds of a note and mortgage to be executed by BUYER to any lender other than SELLER (base loan amount excluding financed closing costs) $ _____

(D) Seller financing by note and mortgage executed by BUYER to SELLER (Requires use of Seller Financing Addendum) $ _____

(E) Balance due at closing (not including BUYER's closing costs, prepaid items or prorations) by wire transfer or, if allowed by settlement agent, by cashier's or official check drawn on a United States banking institution $ _____

(F) **PURCHASE PRICE** $799000.00

(G) ☐ **Purchase Price Based on Units** (Complete only if Purchase Price will be based on a per unit price instead of a fixed sales price). The unit used to determine the Purchase Price is

☐ Acre
☐ Square foot
☐ Other (specify _____) prorating areas of less than a full unit. The Purchase Price will be $ _____ per unit and adjusted at closing based on a calculation of the units of the Property as certified to BUYER and SELLER by a Florida-licensed surveyor in accordance with Paragraph 5 of this Agreement. The following rights of way and other areas within the Property will be excluded from the calculation of units: _____

dotloop signature verification: dtlp.us/rr-AA-qSuE-Hc-ly

Binder deposit to be held by:
Name: _____
Address: _____
Phone: _____ Fax: _____ E-mail: _____

Note: In the event of a dispute between BUYER and SELLER regarding entitlement to the binder deposit(s) held by an attorney or title insurance agency, Broker's resolution remedies referenced in paragraph 12(A) hereof are not available.

2. **FINANCING INFORMATION:** BUYER intends to finance this transaction as follows:

☑ cash
☐ loan without financing contingency
☐ loan as marked below with financing contingency. Loan Approval ☐ is ☐ is not conditioned upon the closing of the sale of other real property owned by BUYER. If neither box is marked, then Loan Approval is not conditioned upon the closing of the sale of other real property owned by BUYER.
☐ seller financing (If marked see applicable SELLER FINANCING ADDENDUM attached hereto and made a part hereof).

APPLICATION: Within _____ days (5 days if left blank) after date of acceptance of this Agreement, BUYER will complete the application process for mortgage loan(s). BUYER will timely furnish any and all credit, employment, financial, and other information required by lender sufficient to generate a Loan Estimate or similar closing cost estimate, pay all fees require by BUYER's lender and make a continuing and diligent effort to obtain loan approval, **otherwise, BUYER is in default.** BUYER hereby authorizes BUYER's lender to disclose information regarding the status, progress, and conditions of loan application and loan approval to SELLER, SELLER's attorney, Broker(s) to this transaction, and the closing attorney/settlement agent. **BUYER and SELLER hereby further authorize BUYER's lender and the closing attorney/settlement agent to provide a copy of the combined settlement statement and the BUYER and SELLER Closing Disclosures to Broker(s) to this transaction when provided to BUYER and SELLER, both before and at closing (consummation).**

Unless the mortgage loan is approved within _____ days (45 days if left blank) after date of acceptance of this Agreement without contingencies other than lender-required repairs/replacements/treatments, marketable title and survey, herein after called the **Loan Approval Period**. **BUYER shall have 5 days thereafter to terminate this Agreement by written notice to the SELLER or be deemed to have waived the financing contingency.**

If BUYER does not terminate this Agreement within said 5 day period, neither BUYER nor SELLER shall have the right to terminate this Agreement under this paragraph, the binder deposit shall not be refundable because of BUYER's failure to obtain financing, and this Agreement shall continue through date of closing.

3. **TITLE EXAMINATION AND DATE OF CLOSING:**

(A) If title evidence and survey, as specified below, show SELLER is vested with marketable title, including legal access, the transaction will be closed and the deed and other closing papers delivered on or before (**mark only one box**):

☐ _____ days (15 days if left blank) after the **Loan Approval Period**, or
☐ _____ (specific date), or
☑ 30 days after date of acceptance of this Agreement, **unless extended by other conditions of this Agreement.**

Marketable title means title which a Florida title insurer will insure as marketable at its regular rates and subject only to matters to be cured at closing and the usual exceptions such as survey, current taxes, zoning ordinances, covenants, restrictions, and easements of record which do not adversely affect marketable title. From the date of acceptance of this Agreement through closing, SELLER will not take or allow any action to be taken that alters or changes the status of title to the Property.

(B) **Extension of Date of Closing:**
If closing cannot occur by the date of closing due to Consumer Financial Protection Bureau (CFPB) delivery requirements, the date of closing shall be extended for the period necessary to satisfy CFPB delivery requirements, not to exceed 10 days. If extreme weather, act of God, act of terrorism or war ("force majeure") prevents any obligation under this Agreement from being performed or causes the unavailability of insurance, all time periods, including the date of closing, will be extended for the period of time that any of the above prevents performance of any obligation under this Agreement, but in no event more than 5 days after restoration of services essential to the closing process and availability of applicable insurance. If force majeure prevents performance of any obligation under this

dotloop signature verification: dtlp.us/n AA4q-3uE-rR4y

Agreement for more than 30 days beyond the date of closing, BUYER or SELLER may terminate this Agreement by delivering written notice to the other party.

If title evidence or survey reveals any defects which render title unmarketable, or if the Property is not in compliance with governmental regulations/permitting, BUYER or closing agent will have 5 days from receipt of title commitment, survey or written evidence of any permitting/regulatory regulation issue to notify SELLER in writing of such defects. SELLER agrees to use reasonable diligence to cure such defects at SELLER's expense and will have 30 days to do so, in which event this transaction will be closed within 10 days after delivery to BUYER of evidence that such defects have been cured but not sooner than the date of closing. SELLER agrees to pay for and discharge all due and delinquent taxes, liens and other monetary encumbrances, unless otherwise agreed in writing. If SELLER is unable to convey marketable title, or to cure permitting/regulatory issues, BUYER will have the right to either terminate this Agreement, or to accept the Property as SELLER is able to convey, and to close this transaction upon the terms stated herein, which election must be exercised within 10 days after BUYER's receipt of SELLER's written notice of SELLER's inability to cure.

4. **TITLE EVIDENCE:** Mark to designate the party responsible to provide title commitment

☑ **SELLER to provide**: Within 30 days (20 days if left blank) after date of acceptance of this Agreement, SELLER will deliver to BUYER a title insurance commitment for an owner's policy in the amount of the Purchase Price, together with legible copies of all Schedule B-II title exceptions. Subject to paragraph 3(b) above, any expense of curing title defects such as, but not limited to, legal fees, discharge of liens and recording fees will be paid by SELLER. If requested, SELLER will also provide (at BUYER's expense) at or prior to closing a simultaneous title insurance commitment for a mortgage policy.

☐ **BUYER to obtain**: During the Inspection Period BUYER shall obtain and deliver a copy to SELLER:
☐ Title insurance commitment for an owner's policy in the amount of the Purchase Price, together with legible copies of all Schedule B-I requirements and B-II exceptions and/or ☐ Title insurance commitment for mortgage policy in the amount of the new mortgage together with legible copies of all Schedule B-I requirements and B-II exceptions. Subject to paragraph 11(B) below, any expense of curing title defects such as, but not limited to, legal fees, discharge of liens and recording fees will be paid by SELLER. From date of acceptance of this Agreement to closing, SELLER will not take or allow any action to be taken that alters or changes the status of title to the Property.

5. **SURVEY**: Mark to designate the party responsible to provide survey

☑ **SELLER to provide**: Within ___ days (20 days if left blank) after date of acceptance of this Agreement, SELLER will deliver to BUYER:
☐ A new staked boundary survey of the Property dated within 3 months of closing showing all improvements, certified to SELLER, BUYER, lender and the title insurer; or
☑ A copy of a previously made survey of the Property showing all existing improvements and sufficient to allow removal of the survey exceptions from the title insurance commitment **or, if insufficient, then a new staked survey is required**; or
☐ No survey is required.
If a surveyor's flood elevation certificate is required, BUYER shall pay for it.

☐ **BUYER to obtain**: During the Inspection Period BUYER may obtain and, if obtained, shall deliver a copy to SELLER, a new staked survey of the Property dated within 3 months of closing showing all improvements, certified to SELLER, BUYER, lender, and the title insurer. Upon receipt of the title insurance commitment, the party providing the boundary survey shall provide a copy of the title insurance commitment together with all Schedule B-II title exceptions to the surveyor for inclusion on the survey. Any costs associated therewith shall be paid by the party paying for the boundary survey. The cost and expense of the boundary survey shall be paid for by the party designated in paragraph 8 or 9 of this Agreement. Any survey services other than for the boundary survey and title exceptions inclusion shall be paid for by the BUYER, such as, but not limited to, wetlands delineation, topographical or tree survey. If the Purchase Price is based on a per unit price instead of a fixed price, the survey shall be obtained and shall provide and certify the unit calculation needed pursuant to paragraph 1(G).
If surveyor's flood elevation certificate is required, BUYER shall pay for it.

6. **LOSS, DAMAGE OR EMINENT DOMAIN:** SELLER shall bear the risk of loss to the Property until closing. If any of the Property is materially damaged or altered by casualty before closing, or SELLER negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, SELLER will promptly notify BUYER in writing. Either BUYER or SELLER may cancel this Agreement by written notice to the other within 10 days from BUYER's receipt of SELLER's notification, failing which BUYER will close in accordance with this Agreement and receive all payments made by the governmental authority or insurance company, if any.

dotloop signature verification: dlp:dsm-AA4qsaEHey

7. **PRORATIONS:** All taxes, rents, homeowners' association fees, solid waste collection/recycling/dis fees, stormwater fees, and Community Development District (CDD) fees will be prorated through th before closing based on the most recent information available to the closing attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day of closing shall belong to BUYER. Any proration based on an estimate shall be reprorated at the request of either party upon receipt of the actual bill based on the maximum discount available.
PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY UPON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

8. **BUYER WILL PAY:**

(A) CLOSING COSTS:

- [x] Recording fees
- [ ] Intangible tax
- [ ] Note stamps
- [ ] Simultaneous mortgagee title insurance policy
- [ ] Title insurance endorsements
- [ ] Lender's flood certification fees
- [ ] Mortgage origination charges
- [ ] Appraisal fee
- [ ] Credit report(s)
- [ ] Tax service fee
- [ ] Other _____

- [ ] Mortgage insurance premium
- [ ] Mortgage discount not to exceed _____
- [ ] Survey
- [ ] Closing attorney/settlement fee
- [x] BUYER's courier/wire fees
- [ ] Title search
- [x] Broker transaction Fee $295.00
- [ ] Mortgage transfer and assumption charges
- [x] Inspection and reinspection fees

(B) All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by law or regulation, **together with lender related settlement/title service fees charged to process, close and post close BUYER's loan(s).**

(C) Homeowners' association application/transfer fees and capital contributions, if required.

(D) PREPAIDS: Prepaid hazard, flood and wind insurance, taxes, interest and mortgage insurance premiums if required by the lender.

9. **SELLER WILL PAY:**

(A) CLOSING COSTS:

- [x] Deed stamps
- [x] Owner's title insurance policy
- [x] Title search
- [x] Closing attorney/settlement fee
- [x] Survey
- [x] Satisfaction of mortgage and recording fee
- [ ] Other _____

- [ ] Mortgage discount not to exceed _____
- [ ] Appraisal fee
- [x] SELLER's courier/wire fees
- [ ] Municipal Lien Search

(B) Real estate commission and broker transaction fee pursuant to the listing agreement.

(C) Homeowners' Association estoppel/statement fees, payable upon request by the closing attorney/settlement agent.

(D) All other charges required by lender(s) in connection with the BUYER's loan(s), which BUYER is prohibited from paying by law or regulation.

(E) If SELLER agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph 8(A)** and those specified in paragraphs 8(B), 8(C) and 8(D).

(F) All mortgage payments, homeowners' association fees and assessments, Community Development Fees (CDD fees) and government special assessments due and payable shall be paid current at SELLER's expense at the time of closing.

(G) Public Body Special Assessments. At closing, SELLER will pay: (i) the full amount of liens imposed by a public body that are certified, confirmed and ratified before the date of closing not payable in installments; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially completed as of date of acceptance of this Agreement but that has not resulted in a lien being imposed on the Property before closing. "Public body" does not include homeowners' association or CDD fees.

dotloop signature verification: dtlp.us/rr-AA-qSuL-Rc4y

If public body special assessments may be paid in installments (Mark only one box)

☑ BUYER shall pay installments due after date of closing.

☐ SELLER will pay the assessment in full prior to or at the time of closing.

IF NEITHER BOX IS MARKED THEN BUYER SHALL PAY INSTALLMENTS DUE AFTER DATE OF CLOSING. This paragraph 9(G) shall not apply to liens imposed by a Community Development District created by Florida Statutes 190. The special benefit tax assessment imposed by a Community Development District shall be treated as an ad valorem tax.

10. **DEFAULT:**

(A) If BUYER defaults under this Agreement, all binder deposit(s) paid and agreed to be paid (after deduction of unpaid closing costs incurred except inspection fee(s), credit report and appraisal fees) will be retained by SELLER as agreed upon liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims. BUYER and SELLER will then be relieved of all obligations to each other under this Agreement except for BUYER's responsibility for damages caused during inspections as described in paragraph 14.

(B) If SELLER defaults under this Agreement, BUYER may either: (i) seek specific performance; or (ii) elect to receive the return of BUYER's binder deposit(s) without thereby waiving any action for damages resulting from SELLER's default.

(C) Binder deposit(s) retained by SELLER as liquidated damages will be distributed pursuant to the terms of the listing agreement and this Agreement.

11. **NON-DEFAULT PAYMENT OF EXPENSES:**

(A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of BUYER with costs deducted from the binder deposit(s) and the remainder of the binder deposit(s) shall be returned to BUYER. This will include but not be limited to the transaction not closing because BUYER does not obtain the required financing as provided in this Agreement or BUYER invokes BUYER's right to terminate under any contingency in this Agreement; however, if Buyer elects to terminate this Agreement pursuant to paragraph 2 and 14, each party will be responsible for all loan and sale processing costs specified to be paid by that party, except all inspections, including WDO Report, which shall be paid by BUYER.

(B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of SELLER, and BUYER will be entitled to the return of the binder deposit(s). This will include the transaction not closing because SELLER cannot deliver marketable title, or, is unable to cure permitting/regulatory compliance issues, but shall not include failure to appraise or termination pursuant to paragraph 14.

12. **BINDER DISPUTE, WAIVER OF JURY TRIAL AND ATTORNEY FEES:**

(A) In the event of a dispute between BUYER and SELLER as to entitlement to the binder deposit(s), the holder of the binder deposit(s) may file an interpleader action in accordance with applicable law to determine entitlement to the binder deposit(s), and the interpleader's attorney's fees and costs shall be deducted and paid from the binder deposit(s) and assessed against the non-prevailing party, or the broker holding the binder deposit(s) may request the issuance of an escrow disbursement order from the Florida Division of Real Estate. In either event, BUYER and SELLER agree to be bound thereby, and shall indemnify and hold harmless the holder of the binder deposit(s) from all costs, attorney's fees and damages upon disbursement in accordance therewith.

(B) All controversies and claims between BUYER, SELLER or Broker, directly or indirectly, arising out of or relating to this Agreement or this transaction will be determined by non-jury trial. BUYER, SELLER and Broker, jointly and severally, knowingly, voluntarily and intentionally waive any and all rights to a trial by jury in any litigation, action or proceeding involving BUYER, SELLER or Broker, whether arising directly or indirectly from this Agreement or this transaction or relating thereto. Each party will be liable for their own costs and attorney's fees except for interpleader's attorney's fees and costs which shall be payable as set forth in paragraph 12(A).

13. **PROPERTY DISCLOSURE:** SELLER does hereby represent that SELLER has legal authority and capacity to convey the Property, and that no other person or entity has an ownership interest in the Property. SELLER represents that SELLER has no knowledge of facts materially affecting the value of the Property other than those which BUYER can readily observe

except: _____

_____

_____.

docusign signature verification: DS:USA-AA4QUE1R4Y

SELLER further represents that the Property is not now and will not be prior to date of closing subject to municipal or county code enforcement proceeding and that no citation has been issued **except:** _____

_____.

If the Property is or becomes subject to such a proceeding prior to date of closing, SELLER shall comply with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes, SELLER shall be responsible for compliance with applicable code and all orders issued in such proceeding unless otherwise agreed herein. SELLER has received no written or verbal notice from any governmental entity as to uncorrected environmental, regulatory/permitting, or safety code violations, and SELLER has no knowledge of any repairs or improvements made to the Property not then in compliance with governmental regulations/permitting **except:** _____

_____.

AIRPORT NOTICE ZONES: If the Property is in Noise Zones A, B and/or an Airport Notice Zone, BUYER and SELLER agree to comply with the City of Jacksonville Ordinance Code Section 656.1010.

14. **MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition until closing, except for normal wear and tear, and SELLER will not engage in or permit any activity that would materially alter the Property's condition without the BUYER's prior written consent. If BUYER elects not to have inspections and investigations performed, BUYER accepts the Property in its "**AS IS**" condition as of the date of acceptance of this Agreement. BUYER will be responsible for repair of all damages to the Property resulting from inspections and investigations, and BUYER will return the Property to its pre-inspection condition. These obligations shall survive termination of this agreement.

(A) **Inspection of the Property. Mark (1) or (2) below to designate whether an Inspection Period applies. If neither box is marked, the Inspection Period DOES NOT apply**.

(1) ☐ **No Inspection Period.** BUYER is satisfied that the Property is suitable for BUYER's intended use, including, but not limited to, (i) the zoning and any proposed zoning changes for the Property, (ii) the subdivision, deed or other restrictions that affect the Property, (iii) the status of any moratorium on the Property, (iv) the availability of concurrency for the Property, (v) the availability of utilities, (vi) whether the Property can be legally used for BUYER's intended use, (vii) the condition of the Property, and (viii) all other matters concerning BUYER's intended use of the Property. This Agreement is NOT contingent on BUYER conducting any further investigations.

(2) ☑ **Inspection Period.** BUYER may, at BUYER's expense, until 5:00 p.m., on ☐ _____ _____ (date) or ☐ 180 days (30 days, if left blank) after date of acceptance of this Agreement (the "Inspection Period") perform such due diligence on, investigate and inspect the Property, to determine whether or not the same is satisfactory to BUYER, in BUYER's sole and absolute discretion. During the Inspection Period, BUYER may conduct such tests and inspections as BUYER may desire including, but not limited to, appraisals of the Property, title and survey examination, soil testings and/or borings, permitting, municipal lien searches, site plan and other determinations, for BUYER's intended or potential use of the Property. During such Inspection Period, BUYER will be provided access to the Property to, among other things, inspect the Property, determine the condition thereof, verify zoning, conduct engineering and environmental studies, feasibility tests, determine use under zoning or the proposed comprehensive land use plan, test for hazardous materials, and to determine the availability of water, sewer and other utilities.

If BUYER determines, in BUYER's **sole discretion**, that the Property is not acceptable to BUYER, then prior to the expiration of the Inspection Period, BUYER may deliver to SELLER written notice of BUYER's election to terminate this Agreement, in which event the deposit(s) shall be returned to the BUYER and the parties hereto shall be discharged from their obligations hereunder except as provided in this paragraph 14.

If this transaction does not close for any reason whatsoever, BUYER shall be responsible to restore the Property to its original condition. Promptly upon the completion of any inspection, examination or test, BUYER shall restore the Property to its former condition.

Prior to closing, BUYER shall not permit any liens to be placed on the Property arising from any action of BUYER and if any such liens are placed on the Property, BUYER shall promptly remove such liens by payment or bonding no later than the earlier of: (i) 10 days after demand thereof by SELLER; or (ii) date of closing; or (iii) termination of this Agreement.

BUYER shall not engage in any activity on the Property other than inspections prior to closing (which inspection rights shall be from the date of this Agreement to the earlier of: (i) closing or (ii) termination of this Agreement even though the Inspection Period may have expired) without the prior written consent of SELLER. BUYER and its employees, agents and contractors shall enter upon the Property at their own risk and SELLER shall not be liable in any way for damages or acts suffered by such parties.

dotloop signature verification: dtlp.us/rr-AA-qSuE-Hc4y

Upon expiration of the Inspection Period, if BUYER has not terminated this Agreement, the dep shall become NON-REFUNDABLE and, if BUYER fails to close for any reason other than SEL default or SELLER's inability to perform, the deposit(s) shall be retained by SELLER as liquidated damages and will be distributed pursuant to the terms of the listing agreement and this Agreement.

BUYER hereby agrees to defend, indemnify and hold SELLER harmless against any claims, costs, damages, or liability arising out of BUYER's inspection/investigation of the Property, including costs and reasonable attorney's fees. BUYER agrees to defend, indemnify and hold SELLER harmless from and against all liens on the Property filed by contractors, material suppliers, or laborers performing work and tests for BUYER. The indemnification and hold harmless provisions of this paragraph shall survive any termination of this Agreement.

(B) **Access:** SELLER will make the Property available for inspections and investigations during the time provided for inspections and investigations in this paragraph, and, if not, the time for inspections and investigations will be extended by the time access was denied.

(C) **Broker's Notice:** BUYER and SELLER acknowledge and agree that neither the Listing Broker nor Selling Broker warrants the condition, size or square footage of the Property and neither is liable to BUYER or SELLER in any manner whatsoever for any losses, damages, claims, suits, and costs regarding same. BUYER and SELLER hereby release and hold harmless said Brokers and their licensees from any losses, damages, claims, suits, and costs arising out of or occurring with respect to the condition, size or square footage of the Property. Brokers shall not be liable for the performance by any provider of services or products recommended by Brokers. Such recommendations are made as a courtesy. BUYER and SELLER may select their own providers of services or products.

15. **ZONING, RESTRICTIONS, CONCURRENCY, UTILITIES, AND INTENDED USE:** BUYER will have the Inspection Period, if applicable, to determine and verify: (i) the zoning and any proposed zoning changes for the Property, (ii) whether there are any subdivision, deed or other restrictions affecting the Property, (iii) the status of any moratorium on the Property, (iv) the availability of concurrency for the Property, (v) the availability of utilities, (vi) whether the Property can be legally used for BUYER's intended use, or (vii) any other matter that could prevent BUYER's intended use of the Property at the time of closing. Neither BUYER nor SELLER may initiate any change to any of the foregoing prior to closing without the written consent of the other party. SELLER warrants and represents that there is ingress and egress to and from the Property sufficient for its current use.

16. **SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.**

(A) ☑ **NO SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS**. SELLER makes no representations or warranties concerning the environmental condition of the Property or the Subsurface Condition of the Property as hereinafter defined.

(B) ☐ **SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS**. SELLER makes the following representations concerning the environmental condition of the Property and the Subsurface Condition of the Property. These representations shall survive closing.

(i) Subsurface Conditions. SELLER hereby represents to BUYER that, to the best of SELLER's knowledge: (a) there are no man-made adverse physical conditions on or under any portion of the Property including, without limitation, buried debris, human burials or remains, archaeological sites, landfills of any type, or hazardous wastes, and that the Property has not at any time been used for any such purpose; and (b) there are no other adverse physical conditions on or under any portion of the Property including, without limitation, muck, fault lines, sinkholes or other geological conditions or soil conditions adverse to construction purposes ("Subsurface Conditions").

(ii) SELLER hereby represents to BUYER that, to the best of SELLER's knowledge: (a) the Property and all uses of the Property have been, and presently are, in compliance with all federal, state, and local environmental laws; (b) no hazardous substances have been generated, stored, treated, or transferred on the Property, except as specifically disclosed to BUYER or permitted under environmental law; (c) SELLER has no knowledge of any spill or environmental law violation on any property contiguous to the Property; (d) SELLER has not received or otherwise obtained knowledge of any spill or contamination on the Property, any existing or threatened environmental lien against the Property, or any lawsuit, proceeding, or investigation regarding the handling of hazardous substances on the Property; and (e) SELLER has all permits necessary for any activity and operations currently being conducted on the Property and such permits are in full force and effect.

17. **POSSESSION:**

☑ BUYER will be given possession at closing;

or

☐ BUYER will be given possession within ____ days after the date of closing at no rental cost to SELLER, or as otherwise set forth in paragraph 20 hereof.

If neither box is marked, then BUYER will be given possession at closing.

dotloop signature verification: dtlp.us/n AA4q-9uL1-fc4y

18. **PROPERTY INCLUDES**: Included in the Purchase Price are all (if any) fencing, trees, timber, fil minerals, all as now existing or installed on the Property, and these additional items: _____

_____

_____

19. **ADDENDA/RIDERS/DISCLOSURES**:
If marked the following are attached hereto and made a part of this Agreement:
☐ Homeowners' Association/Community Disclosure Addendum
☐ Coastal Construction Control Line Disclosure Addendum
☐ Short Sale Addendum
☐ Continued Marketing Addendum
☐ Counter Offer Addendum (To accept a counteroffer, BUYER and SELLER must sign both this Agreement and the Counter Offer Addendum)
☐ Other (Specify here) _____

_____

20. **ADDITIONAL TERMS AND CONDITIONS:** Buyer shall have 90 to determine the feasibility of the project. Buyer shall have an additional 90 to continue to have property rezoned for intended use upon payment of an additional $10,000 deposit to be applied to purchase price. At the end of 180 days the deposits shall be non-refundable. 3 additional 30 day extensions may be granted for an additional $5,000 non-refundable deposit which shall not be applied to the sales price.

_____

_____

21. **COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** BUYER and SELLER acknowledge receipt of a copy of this Agreement. Except for brokerage agreements, BUYER, SELLER and Broker agree that the terms of this Agreement constitute the entire agreement between them and that they have not received or relied on any representations by Brokers or any material regarding the Property including, but not limited to, listing information, that are not expressed in this Agreement. No prior or present agreements or representations will bind BUYER, SELLER or Brokers unless incorporated into this Agreement. Modifications of this Agreement will not be binding unless in writing, signed and delivered by the party to be bound. This Agreement and any modifications to this Agreement may be signed in counterparts and may be executed and/or transmitted by electronic media, including facsimile and email. Headings are for reference only and shall not be deemed to control interpretations. If any provision of this Agreement is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Neither this Agreement nor any memorandum hereof will be recorded in any public records. For emphasis, some of the provisions have been bolded and or capitalized, but every provision in this Agreement is significant and should be reviewed and understood. No provision should be ignored or disregarded because it is not in bold or emphasized in some manner.

In the performance of the terms and conditions of this Agreement each party will deal fairly and in good faith with the other. Written notice to the Broker for a party shall be deemed notice to that party. All assignable repair and treatment contracts and warranties are deemed assigned by SELLER to BUYER at closing unless otherwise stated herein. SELLER agrees to sign all documents necessary to accomplish same, at BUYER's expense, if any.

22. **TIME IS OF THE ESSENCE IN THIS AGREEMENT:** As used in this Agreement, "days" means calendar days. Any time periods herein, other than the time of acceptance, which end on a Saturday, Sunday, or federal holiday shall extend to the next day which is not a Saturday, Sunday or federal holiday. All references to a date other than the date of acceptance shall end at 7:00 p.m. Eastern Time.

23. **NO OTHER AGREEMENTS AND BUYER'S AND SELLER'S NOTICES:** BUYER and SELLER represent that they have not entered into any other agreements with real estate brokers other than those named below with regard to the Property. All notices, requests, and other communications required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by a recognized national overnight courier service, or shall be sent by facsimile, addressed as follows:

If to BUYER, to the BUYER's Broker or to BUYER at the address or fax number hereinafter set forth, with a copy to Selling Broker, at the address or fax number hereinafter set forth.

If to SELLER, to the SELLER's Broker or to SELLER at the address or fax number hereinafter set forth, with a copy to Listing Broker, at the address or fax number hereinafter set forth.

or to any other address or addresses as any party may designate from time to time by written notice given in accordance with this paragraph. Any such notice will be considered delivered: (1) on the date on which

docusign signature verification: [illegible]

the return receipt is signed, delivery is refused, or the notice is designated by the postal authority a deliverable, as the case may be if mailed; (2) on the date delivered by personal delivery; (3) on the delivered by a recognized national overnight courier service; or (4) on the date of successful transmission if sent by facsimile. BUYER and SELLER give the Brokers authorization to advise surrounding neighbors who will be the new owner of the Property. "Broker", as used in this Agreement, is deemed to include all of Broker's licensees licensed to sell real property in the State of Florida.

24. **ASSIGNMENT:** Mark appropriate assignment provision. If left blank, this Agreement is NOT assignable by BUYER.

☐ BUYER may not assign this Agreement without SELLER's written consent which may be withheld in SELLER's sole and absolute discretion, provided, however, BUYER may assign without SELLER's consent to an entity in which BUYER directly owns a majority or controlling interest or as follows:_____

_____.

☑ BUYER may assign this Agreement without SELLER's consent.

25. **PROFESSIONAL ADVICE; NO BROKER LIABILITY:** Broker advises BUYER and SELLER to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental and other specialized advice. BUYER agrees to rely solely on SELLER's representations herein (if any), professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect the Property value, and BUYER expressly releases the Broker(s) from liability for each of the foregoing.

26. **ESCROW DISCLOSURE:** BUYER and SELLER agree that Broker may place escrow funds in an interest-bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain any interest earned as the cost associated with maintenance of said escrow.

27. **SOCIAL SECURITY OR TAX I.D. NUMBER**: BUYER and SELLER agree to provide their respective Social Security or Tax I.D. number to closing attorney/ settlement agent upon request.

28. **1031 EXCHANGE:** BUYER or SELLER may elect to effect a tax-deferred exchange under Internal Revenue Service Code Section 1031(which shall not delay the closing), in which event BUYER and SELLER agree to sign documents required to effect the exchange, provided the non-exchanging party shall not incur any costs, fees or liability as a result of or in connection with the exchange.

29. **PAYOFF AUTHORIZATION:** SELLER hereby authorizes the closing attorney/settlement agent to obtain mortgage payoff letters (including from foreclosure attorneys) and Homeowner's Association estoppel letters on behalf of SELLER.

30. **FIRPTA TAX WITHHOLDING:** If SELLER is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the BUYER and SELLER shall comply with the Act, which may require SELLER to provide additional funds at closing. **SELLER agrees to disclose to closing attorney/settlement agent at least 10 days before closing if any SELLER is not a U. S. citizen or resident alien.**

31. **TIME OF ACCEPTANCE:** IF THIS OFFER IS NOT SIGNED BY BUYER AND SELLER AND DELIVERED TO BUYER AND SELLER OR THEIR RESPECTIVE BROKER (INCLUDING ELECTRONICALLY OR BY FAX) ON OR BEFORE ____:01 ☐A.M. ☐P.M. _____ (DATE), THIS OFFER WILL BE DEEMED WITHDRAWN. THE TIME FOR ACCEPTANCE OF ANY COUNTER OFFER SHALL BE _____HOURS (24 HOURS IF LEFT BLANK) FROM THE TIME THE COUNTER OFFER IS DELIVERED.

32. **DATE OF ACCEPTANCE**: The date of acceptance of this Agreement shall be the date on which this Agreement is last executed by BUYER and SELLER and the fact of execution is communicated to the other party in writing.

If this Agreement is not understood, BUYER and SELLER should seek competent legal advice.

WIRE FRAUD ALERT. Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails look legitimate, but they are not. BUYER and SELLER are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. BUYER and SELLER should not send personal information such as social security numbers, bank account numbers and credit card numbers except through secured email or personal delivery to the intended recipient. BUYER and SELLER agree to indemnify and hold harmless all brokers from all losses, liabilities, charges and

dotloop signature verification: dtpu.us/n AA4qaaL4Hay

costs they may incur due to any and all wire transfers or wire instructions relating to the transf issuance of funds.

BUYER	DATE	SELLER	DATE
Marital Status		Marital Status	
BUYER	DATE	SELLER	DATE
Marital Status		Marital Status	
BUYER	DATE	SELLER	DATE
Marital Status		Marital Status	
Evelyn Torres dotloop verified 04/29/21 8:17 PM EDT HOG4-XIXK-MPTS-6I4X			
BUYER	DATE	SELLER	DATE
Marital Status		Marital Status	

☐ **Mark if any SELLER is not a U. S. Citizen or resident alien.**

Broker, by signature below, acknowledges receipt of $ _____ ☐ cash ☐ check as the binder deposit specified in paragraph 1(A) of this Agreement. It will be deposited and held in escrow pending disbursement according to the terms hereof, together with any additional binder deposit(s) escrowed by the terms of this Agreement.

Company	By	Title

END OF PURCHASE AND SALE AGREEMENT

Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraph 12 and 21 above. This Agreement shall not be used to modify any multiple listing service or other offer of compensation made by a Listing Broker.

Exit Magnolia Point Realty Firm Name of Selling Broker	Exit Magnolia Point Realty Firm Name of Listing Broker
558467 Broker's State License ID (BK Real Estate Number)	558467 Broker's State License ID (BK Real Estate Number)
904-284-4653 Phone for Selling Broker	904-284-4653 Phone for Listing Broker
3616 Magnolia Point Blvd. Selling Broker Office Address	3616 Magnolia Point Blvd. Listing Broker Office Address
Green Cove Springs Fl 32043 Selling Broker City, State, Zip Code	Green Cove Springs, Fl 32043 Listing Broker City, State, Zip Code
By: Authorized Licensee Signature	By: Authorized Licensee Signature
Bert V Royal Printed Name of Licensee	Bert V Royal Printed Name of Licensee
vanroyal2@aol.com Email Address	vanroyal2@aol.com Email Address
904-294-2784 Phone for Selling Licensee	904-294-2784 Phone for Listing Licensee
5589467 Licensee's State License ID (BK or SL Real Estate Number)	558467 Licensee's State License ID (BK or SL Real Estate Number)

Table 02
Roadway Characteristics Inventory
Ayreshire PUD, Clay County, Florida

Link No.	Roadway	Segment	Agency	Speed Limit	Adopted LOS	Adopted LOS Peak Hour MSV	Length (Miles)	Lanes	Facility Type	Area Type	Source	2019 ADT Collected	2019 Peak Hour Volumes	Existing Conditions V/C Ratio
46	CR 220	Swim. Pen Creek Bridge to College Dr.	COUNTY	45	D	2,925	1.70	4 - DIV	Major Collector	Urban	Clay County	33,745	2,961	101.23%
47	CR 220	College Dr. to Knight Boxx Rd.	COUNTY	45	D	2,925	1.40	4 - DIV	Major Collector	Urban	Clay County	31,408	1,859	63.56%
48	CR 220	Knight Boxx Rd. to CR 209	COUNTY	45	E	1,521	1.40	2	Major Collector	Urban	Clay County	21,969	1,730	113.74%
48.1	CR 220	CR 209 to Baxley Rd	COUNTY	45	E	1,521	1.20	2	Major Collector	Urban	Clay County	13,837	1,123	73.83%
49	CR 220	Baxley Rd to SR 21	COUNTY	45	E	1,521	1.80	2	Major Collector	Urban	Clay County	7,943	765	50.30%
50	CR 220-B (Knight Boxx Rd.)	SR 21 to CR 220	COUNTY	35	E	3,060	1.20	4	Major Collector	Urban	Clay County	13,545	1,092	35.69%
51	CR 224 (College Dr.)	SR 21 to CR 220A	COUNTY	45	E	3,060	1.60	4 - DIV	Major Collector	Urban	Clay County	24,246	2,167	70.82%
52	CR 224	CR 220A to CR 220	COUNTY	45	E	3,060	1.10	4 - DIV	Major Collector	Urban	Clay County	21,212	1,920	62.75%
53	CR 315	SR 16 to CR 315B	COUNTY	35	E	1,355	0.80	2	Minor Collector	Urban	Clay County	5,841	562	41.49%
53.1	CR 315	CR 315B to US 17	COUNTY	45	E	1,355	3.40	2	Minor Collector	Urban	Clay County	7,543	671	49.54%
53.2	CR 315B	CR 209 to CR 315	COUNTY	45	E	1,355	0.50	2	Minor Collector	Urban	Clay County	4,092	371	27.39%
54	CR 739	CR 209 to CR 739B	COUNTY	45	E	3,015	2.20	4 - DIV	Minor Collector	Urban	Clay County	11,780	1,077	35.72%
55	CR 739	CR 739B to CR 218	COUNTY	45	E	3,015	1.00	4 - DIV	Minor Collector	Urban	Clay County	11,576	1,036	34.36%
56	CR 739-B (Sandridge Rd.)	Rolling View Blvd to CR 209	COUNTY	45	E	1,161	2.00	2	Minor Collector	Urban	Clay County	6,559	659	56.76%
56.1 (New 4)	CR 739-B (Sandridge Rd.)	CR 739 to Rolling View Blvd.	COUNTY	45	E	1,161	1.80	2	Minor Collector	Urban	Clay County	9,140	873	75.19%
57	Doctors Lake Dr.	Orange Park to Greenridge Rd.	COUNTY	35	E	1,161	2.60	2	Minor Collector	Urban	Clay County	9,775	998	85.96%
58	Doctors Lake Dr.	Greenridge Rd. to Peoria Rd.	COUNTY	35	E	1,161	1.75	2	Minor Collector	Urban	Clay County	6,710	703	60.55%
59	Moody Rd.	Doctors Lake Dr. to Suzanne Ave.	COUNTY	30	E	1,161	1.50	2	Minor Collector	Urban	Clay County	6,771	800	68.91%
60	Moody Rd.	Suzanne Ave. to Peoria Rd.	COUNTY	30	E	1,161	1.95	2	Minor Collector	Urban	Clay County	7,421	860	74.07%
61	Old Jennings Rd.	SR 21 to SR 23	COUNTY	45	E	3,230	1.20	4 - DIV	Minor Collector	Urban	Clay County	20,047	1,852	57.34%
61.1	Old Jennings Rd.	SR 23 to Long Bay Rd	COUNTY	45	E	1,606	2.00	2	Minor Collector	Urban	Clay County	7,998	693	43.16%
62	Peoria Rd.	College Dr. to Moody Rd.	COUNTY	40	E	1,355	0.23	2	Minor Collector	Urban	Clay County	11,719	1,229	90.73%
63	Peoria Rd.	Moody Rd. to Doctors Lake Dr.	COUNTY	40	E	1,355	0.62	2	Minor Collector	Urban	Clay County	6,265	674	49.76%
64	Wells Rd.	SR 21 to Orange Park	COUNTY	45	E	3,015	2.00	4 - DIV	Minor Arterial	Urban	Clay County	21,584	1,860	61.69%
65	Cheswick Oaks Ave.	Duval County Line to End of Pavement	COUNTY	35	E	1,521	1.00	2	Major Collector	Urban	Clay County	9,701	842	55.36%
66	Baxley Rd	SR 21 to CR 220	COUNTY	35	E	1,355	0.50	2	Minor Collector	Urban	Clay County	8,873	766	56.55%
67	Long Bay Rd.	Old Jennings Road to SR 21	COUNTY	45	E	1,355	2.70	2	Minor Collector	Urban	Clay County	4,253	377	27.83%
68 (New 1)	Oakleaf Plantation Pkwy	Argyle Forrest Blvd to Branan Field Chaffee Rd.	COUNTY	45	E	3,060	3.80	4 - DIV	Major Collector	Urban	Clay County	20,075	1,661	54.28%
H	First Coast Expressway	Old Jennings Blvd. to SR 21	FDOT	65	D	6,700		4 - DIV	Freeway	Urban		-	-	0.00%
I	First Coast Expressway	SR 21 to CR 739B	FDOT	65	D	6,700		4 - DIV	Freeway	Urban		-	-	0.00%
J	First Coast Expressway	CR 739B to CR 218 Extension	FDOT	65	D	6,700		4 - DIV	Freeway	Urban		-	-	0.00%
K	First Coast Expressway	CR 218 Extension to SR 16	FDOT	65	D	6,700		4 - DIV	Freeway	Urban		-	-	0.00%
L	First Coast Expressway	SR 16 to US 17	FDOT	65	D	6,700		4 - DIV	Freeway	Urban		-	-	0.00%
M	First Coast Expressway	US 17 to St. Johns County Line	FDOT	65	D	6,700		4 - DIV	Freeway	Urban		-	-	0.00%
N	Oak Ridge Avenue	SR 16 to Green Cove Avenue	City of Green Cove Springs	35	D	1,161		2	Minor Collector	Urban	FDOT	2,200	198	17.05%
O	Oak Ridge Avenue	Green Cove Avenue to Project Entrance	City of Green Cove Springs	35	D	1,161		2	Minor Collector	Urban	FDOT	2,200	198	17.05%
P	Oak Ridge Avenue	Project Entrance to US 17	City of Green Cove Springs	35	D	1,161		2	Minor Collector	Urban	FDOT	2,200	198	17.05%
Q	Green Cove Avenue	US 17 to Oak Ridge Avenue	City of Green Cove Springs	25	D	1,161		2	Local Road	Urban	FDOT	1,600	144	12.40%

Table 03
Project Traffic Distribution and Assignment
Ayreshire PUD, Clay County, Florida

				17,115	1,889			
			Adjusted Project	Project Traffic Assignment		Peak Hour	Project Traffic	Roadway Segment
Link No.	Roadway	Segment	Traffic Distribution	Daily	Peak Hour	MSV	% of MSV	Impacted
A	US 17	Duval County Line to Wells Rd.	13.40%	2,294	253	8,411	3.01%	No
B	US 17	Wells Rd. to Kingsley Ave.	12.03%	2,058	227	5,390	4.21%	No
C	US 17	Kingsley Ave. to Dr. Inlet Bridge	16.35%	2,798	309	5,390	5.73%	Yes
1	US 17	Dr. Inlet Bridge to Raggedy Point Dr.	16.44%	2,814	311	5,390	5.77%	Yes
1.1	US 17	Raggedy Point Dr. to CR 220	17.04%	2,917	322	5,390	5.97%	Yes
2	US 17	CR 220 to Water Oak Lane	19.11%	3,270	361	8,840	4.08%	No
3	US 17	Water Oak Lane to Black Creek Bridge	20.11%	3,441	380	8,840	4.30%	No
3.1	US 17	Black Creek Bridge to CR 209	20.51%	3,510	387	5,900	6.56%	Yes
4	US 17	CR 209 to Green Cove Springs	23.70%	4,056	448	5,900	7.59%	Yes
D	US 17	Green Cove Springs to SR 16 West	30.87%	5,283	583	2,920	19.97%	Yes
E	US 17	SR 16 East to SR 16 West	35.37%	6,054	668	3,580	18.66%	Yes
F	US 17	SR 16 East to CR 209	40.35%	6,907	762	3,580	21.28%	Yes
G	US 17	CR 209 to CR 226	3.98%	681	75	3,580	2.09%	No
5	US 17	CR 226 to Putnam County Line	3.25%	556	61	4,460	1.37%	No
7	US 301	Duval County Line to CR 218	0.10%	17	2	4,190	0.05%	No
8	US 301	CR 218 to Bradford County Line	0.00%	-	-	3,220	0.00%	No
9	SR 16	Green Cove Springs to Penney Farms	3.11%	532	59	1,550	3.81%	No
10	SR 16	Penney Farms to SR 21	0.09%	15	2	3,070	0.07%	No
11	SR 16	SR 21 to CR 215	0.00%	-	-	5,600	0.00%	No
12	SR 16	CR 215 to End of 4 lane	0.00%	-	-	5,600	0.00%	No
13	SR 16	End of 4 lane to SR 230	0.00%	-	-	2,290	0.00%	No
14	SR 16	SR 230 to Bradford County Line	0.00%	-	-	2,290	0.00%	No
15	SR 16	Shands Bridge	1.53%	262	29	3,070	0.94%	No
16	SR 21	Duval County Line to Wells Rd.	0.38%	65	7	5,130	0.14%	No
17	SR 21	Wells Rd. to Kingsley Ave.	0.10%	17	2	5,390	0.04%	No
18	SR 21	Kingsley Ave. to Suzanne Ave.	0.03%	5	1	5,130	0.02%	No
19	SR 21	Suzanne Ave. to College Dr.	0.33%	56	6	5,130	0.12%	No
20	SR 21	College Dr. to Knight Boxx Rd.	0.08%	14	2	5,130	0.04%	No
21	SR 21	Knight Boxx Rd. to Old Jennings Rd.	0.13%	22	2	5,390	0.04%	No
22	SR 21	Old Jennings Rd. to SR 23	0.05%	9	1	3,570	0.03%	No
23	SR 21	SR 23 to CR 220	0.05%	9	1	3,570	0.03%	No
24	SR 21	CR 220 to Long Bay Rd	0.00%	-	-	3,400	0.00%	No
24.1	SR 21	Long Bay Rd to CR 218	0.17%	29	3	3,518	0.09%	No
25	SR 21	CR 218 to CR 215	0.17%	29	3	3,570	0.08%	No
26	SR 21	CR 215 to SR 16	0.00%	-	-	3,070	0.00%	No
27	SR 21	SR 16 to CR 315	0.05%	9	1	1,530	0.07%	No
28	SR 21	CR 315 to Bradford County Line	0.04%	7	1	2,290	0.04%	No
29	SR 23 (Branan Field Rd.)	Duval County Line to Oakleaf Plantation Pkwy	0.24%	41	5	1,250	0.40%	No
29.1	SR 23 (Branan Field Rd.)	Oakleaf Plantation Pkwy to Old Jennings Rd.	0.24%	41	5	3,250	0.15%	No
29.2 (New 2)	Chalenger Dr.	Oakleaf Plantation Pkwy to Old Jennings Rd.	0.05%	9	1	2,040	0.05%	No
29.3 (New 3)	Discovery Dr.	Oakleaf Plantation Pkwy to Old Jennings Rd.	0.08%	14	2	2,040	0.10%	No
30	SR 23	Old Jennings Rd. to SR 21	0.24%	41	5	3,250	0.15%	No
31	SR 100	Bradford County Line to CR 214	0.00%	-	-	800	0.00%	No
32	SR 100	CR 214 to Putnam County Line	0.01%	2	-	1,690	0.00%	No
33	SR 224 (Kingsley Ave.)	SR 21 to Orange Park	3.50%	599	66	3,400	1.94%	No
34	SR 230	Bradford County Line to SR 16	0.00%	-	-	2,290	0.00%	No
35	CR 209	SR 21 to CR 220	0.17%	29	3	2,277	0.13%	No
36	CR 209	CR 220 to CR 739	0.27%	46	5	3,088	0.16%	No
37	CR 209	CR 739 to CR 739B	0.28%	48	5	1,521	0.33%	No
38	CR 209	CR 739B to CR 315B	0.85%	145	16	1,521	1.05%	No
38.1	CR 209	CR 315B to US 17	0.75%	128	14	1,521	0.92%	No
39	CR 218	SR 16 to CR 739	0.11%	19	2	1,503	0.13%	No
40	CR 218	CR 739 to Thunder Rd.	0.75%	128	14	1,521	0.92%	No
41	CR 218	Thunder Rd. to SR 21	0.62%	106	12	1,521	0.79%	No
42	CR 218	SR 21 to S. Mimosa Ave.	0.24%	41	5	1,521	0.33%	No
43	CR 218	S. Mimosa Ave. to US 301	0.22%	38	4	1,521	0.26%	No
44	CR 220	US 17 to W. Lake Shore Dr.	3.07%	525	58	4,401	1.32%	No
45	CR 220	W. Lake Shore Dr. to Swim. Pen Creek Bridge	2.49%	426	47	2,925	1.61%	No
46	CR 220	Swim. Pen Creek Bridge to College Dr.	2.28%	390	43	2,925	1.47%	No
47	CR 220	College Dr. to Knight Boxx Rd.	0.98%	168	19	2,925	0.65%	No
48	CR 220	Knight Boxx Rd. to CR 209	0.60%	103	11	1,521	0.72%	No
48.1	CR 220	CR 209 to Baxley Rd	0.51%	87	10	1,521	0.66%	No
49	CR 220	Baxley Rd to SR 21	0.15%	26	3	1,521	0.20%	No
50	CR 220-B (Knight Boxx Rd.)	SR 21 to CR 220	0.22%	38	4	3,060	0.13%	No
51	CR 224 (College Dr.)	SR 21 to CR 220A	1.09%	187	21	3,060	0.69%	No
52	CR 224	CR 220A to CR 220	1.23%	211	23	3,060	0.75%	No
53	CR 315	SR 16 to CR 315B	2.12%	363	40	1,355	2.95%	No
53.1	CR 315	CR 315B to US 17	0.46%	79	9	1,355	0.66%	No
53.2	CR 315B	CR 209 to CR 315	0.75%	128	14	1,355	1.03%	No
54	CR 739	CR 209 to CR 739B	0.00%	-	-	3,015	0.00%	No
55	CR 739	CR 739B to CR 218	0.00%	-	-	3,015	0.00%	No
56	CR 739-B (Sandridge Rd.)	Rolling View Blvd to CR 209	0.15%	26	3	1,161	0.26%	No
56.1 (New 4)	CR 739-B (Sandridge Rd.)	CR 739 to Rolling View Blvd.	0.15%	26	3	1,161	0.26%	No
57	Doctors Lake Dr.	Orange Park to Greenridge Rd.	0.16%	27	3	1,161	0.26%	No
58	Doctors Lake Dr.	Greenridge Rd. to Peoria Rd.	0.00%	-	-	1,161	0.00%	No
59	Moody Rd.	Doctors Lake Dr. to Suzanne Ave.	0.09%	15	2	1,161	0.17%	No
60	Moody Rd.	Suzanne Ave. to Peoria Rd.	0.11%	19	2	1,161	0.17%	No
61	Old Jennings Rd.	SR 21 to SR 23	0.17%	29	3	3,230	0.09%	No
61.1	Old Jennings Rd.	SR 23 to Long Bay Rd	0.01%	2	-	1,606	0.00%	No
62	Peoria Rd.	College Dr. to Moody Rd.	0.18%	31	3	1,355	0.22%	No
63	Peoria Rd.	Moody Rd. to Doctors Lake Dr.	0.06%	10	1	1,355	0.07%	No
64	Wells Rd.	SR 21 to Orange Park	0.22%	38	4	3,015	0.13%	No
65	Cheswick Oaks Ave.	Duval County Line to End of Pavement	0.00%	-	-	1,521	0.00%	No
66	Baxley Rd	SR 21 to CR 220	0.17%	29	3	1,355	0.22%	No
67	Long Bay Rd.	Old Jennings Road to SR 21	0.07%	12	1	1,355	0.07%	No
68 (New 1)	Oakleaf Plantation Pkwy	Argyle Forrest Blvd to Branan Field Chaffee Rd.	0.06%	10	1	3,060	0.03%	No
H	First Coast Expressway	Old Jennings Blvd. to SR 21	14.06%	2,406	266	6,700	3.97%	No
I	First Coast Expressway	SR 21 to CR 739B	14.06%	2,406	266	6,700	3.97%	No
J	First Coast Expressway	CR 739B to CR 218 Extension	14.06%	2,406	266	6,700	3.97%	No
K	First Coast Expressway	CR 218 Extension to SR 16	14.06%	2,406	266	6,700	3.97%	No
L	First Coast Expressway	SR 16 to US 17	14.65%	2,507	277	6,700	4.13%	No
M	First Coast Expressway	US 17 to St. Johns County Line	33.98%	5,816	642	6,700	9.58%	Yes
N	Oak Ridge Avenue	SR 16 to Green Cove Avenue	6.70%	1,147	127	1,161	10.94%	Yes
O	Oak Ridge Avenue	Green Cove Avenue to Project Entrance	6.70%	1,147	127	1,161	10.94%	Yes
P	Oak Ridge Avenue	Project Entrance to US 17	4.32%	739	82	1,161	7.06%	Yes
Q	Green Cove Avenue	US 17 to Oak Ridge Avenue	3.35%	573	63	1,161	5.43%	Yes

Roadway	Termini	Year 2030 AADT	Project Traffic Distribution	
Oak Ridge Avenue	SR 16 to Project Entrance		**6.70%**	
Oak Ridge Avenue	Project Entrance to US 17		**4.32%**	
US 17	SR 16 to Project Entrance		**40.35%**	
US 17	Project Entrance to Outer Beltway	17,890	48.63%	
Outer Beltway	US 17 to SR 13/16	11,833	**33.98%**	
Outer Beltway	US 17 to SR 16 West	5,100	**14.65%**	**100.00%**

I.
FUTURE LAND USE
[DRAFT 08/21]

GREEN COVE Springs

Contents

I. FUTURE LAND USE ELEMENT I-1

A. Introduction I-1

1. Purpose I-1

2. General History I-1

B. Land Use Data, Inventory, and Analysis I-5

1. Current Land Use Composition I-5

2. Projected Population I-9

3. Historic Resources I-10

4. Natural Resources I-13

5. Public Facilities & Services I-13

6. Community Character I-15

C. Future Land Use I-21

1. Future Land Use Categories I-21

2. Holding Capacity Analysis I-26

List of Tables

Table I - 1. Existing Land Use Composition I-5
Table I - 2. Population Estimates and Projections, 2010-2045 ..... I-9
Table I - 3. Future Land Use Categories I-21
Table I - 4. Future Land Use Categories and Residential Holding Capacity, 2020-2045 ..... I-27

List of Maps

Map I - 1. Regional Context of Green Cove Springs, 2021 ..... I-3
Map I - 2. Green Cove Springs City Boundary, 2021 ..... I-4
Map I - 3. Existing Land Use Composition I-8
Map I - 4. Historic Resources I-11
Map I - 5. National Register Historic District I-12
Map I - 6. Potential Annexation Areas I-14
Map I - 7. Central Business District I-16
Map I - 8. Future Land Use Map, 2045 ..... I-25
Map I - 9. Future Land Use Classification of Vacant Parcels, 2045 ..... I-28
Map I - 10. Future Land Use Classification of Underdeveloped Parcels, 2045 ..... I-29

I. FUTURE LAND USE ELEMENT

A. INTRODUCTION

1. Purpose

The Future Land Use Element (FLUE) is intended to designate future land use (FLU) patterns that will best accommodate the projected population and development while minimizing adverse impacts on natural resources and maintaining essential public facilities and services.

The FLUE consists of an inventory and analysis of existing land use data and patterns, the projection of future land needs, objectives and policies as well as a land use map series. The Future Land Use Map (FLUM) and its associated policies will guide development in a 25-year planning horizon. Land development regulations and other tools will be used to implement the plan.

2. General History

Just 30 miles south of Jacksonville Florida and 40 miles northeast of St. Augustine, Green Cove Springs lines the middle bend of the St. Johns River. Originally inhabited by native aboriginals thousands of years ago, the City first began to take shape in 1816 when George I.F. Clarke established the area's first large-scale lumbering operation.

In the 1850s, the area was often referred to as White Sulfur Springs before being renamed to Green Cove Springs in 1866. 'Green' refers to the lush, green vegetation in the area and the natural spring in the City, while 'Cove' refers to the bend of the St. Johns River on which the City was established. Continuing the timber legacy of George Clarke, Green Cove Springs' economy was sustained and amplified by the live oak harvesting industry. Moreover, livestock and hunting activities were increasingly prevalent within the area during the in mid-1800s. However, the area's main attractor of early settlers and tourists was the area's warm springs, which quickly grew in popularity with both Florida residents and traveling northerners in late 19th century. As a testament to the area's early tourism industry, several historic full-service hotels from this era continue to line the St. Johns River.

Shortly after this period, a third industry grew into significance: dairy farming. Gustafson's Farm opened in 1908, eventually becoming one of the largest privately-owned dairies in the southeast region of the United States. In 2004, the operation was purchased by Southeast Milk and changes in consumer taste forced the company to close its centurion Green Cove Springs doors in 2013, which caused a significant loss of local jobs and revenue.

Dairy farming was not the only economic stronghold to suffer. The great winter freeze of 1894-1895 inspired railroad owner Henry Flagler to extend his tracks further south towards what is now known as the City of Miami. After Henry Flagler's Florida East Coast (FEC) Railway offered northern Americans access to south Florida locations, such as Palm Beach and Miami, tourism activity greatly declined within Green Cove Springs.

Even with the success of the Gustafson Farm, Green Cover Springs suffered greatly from the American Great Depression of the early 1930s. Fortunately, the military installations, Benjamin Lee Field (renamed Naval Air Station Green Cove Springs) and Camp Blanding, encouraged economic recovery towards the end of the 1930s. The Naval Air Station was purchased by the City after its

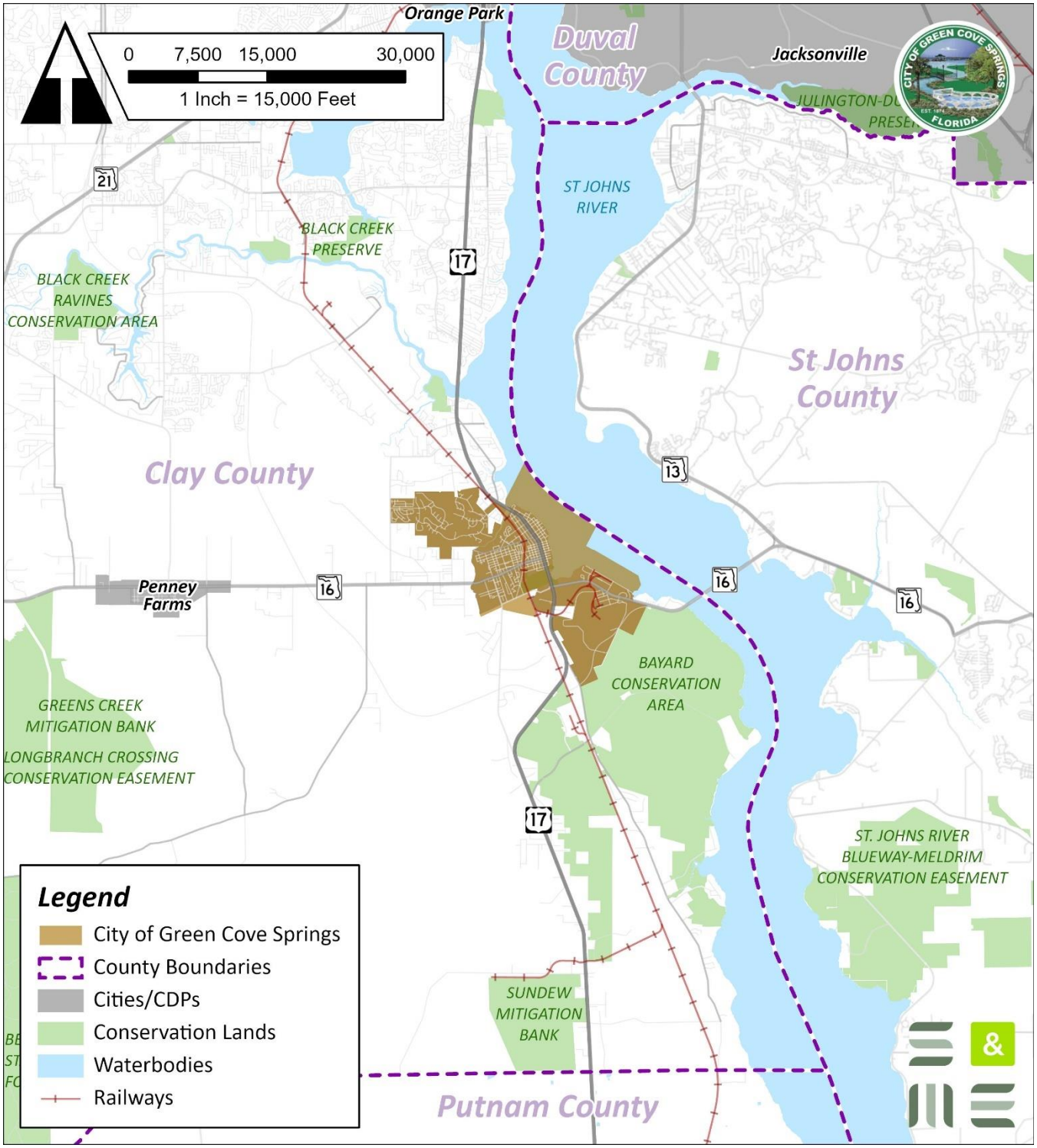
1961 decommission but was eventually sold to the Reynolds Metal Company for the construction of the Reynolds Industrial Park with hopes for substantial job creation. The Park remains an important part of the City's future growth. Today, the City of Green Cove Springs thrives as a historic North Florida community balancing a manufacturing, health care, and retail trade economy.

Green Cove Springs has served as the County Seat of Government for Clay County, Florida since 1871, preceding its incorporation as a town on November 2, 1874. Green Cove's last Comprehensive Plan update was in 2011. In 2010, the Census-recorded population was just under 7,000 residents and has grown nearly 16% through 2020. Activity and population increases are anticipated with the completion of the First Coast Expressway (Florida 23) - estimated to begin its final construction phase in 2023. Phase 2, which runs through Clay County, is currently under construction.

The First Coast Expressway will serve to connect the southwest quadrant of Jacksonville and I-10 to I-95 passing through the south side of Green Cove Springs. As shown in **Map I-1**, Green Cove Springs borders the St. Johns River, is directly south of central Jacksonville and north of central Palatka. The City's current boundaries are reflected in **Map 1-2**.

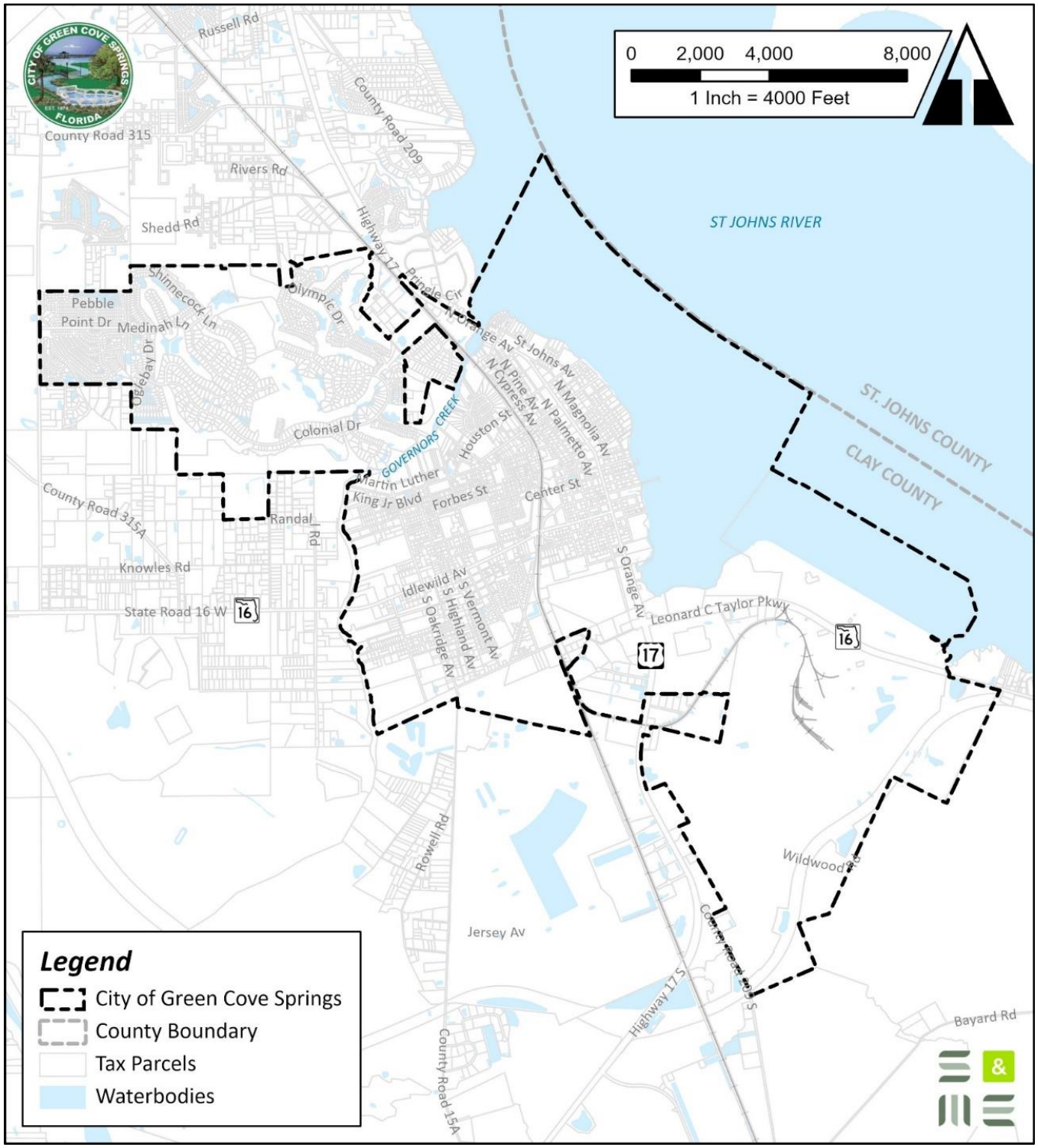


Map I - 1. Regional Context of Green Cove Springs, 2021



Sources: Florida Geographic Data Library (FGDL), Clay County, Clay County Property Appraiser, S&ME, 2021.

Map I - 2. Green Cove Springs City Boundary, 2021



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, S&ME, 2021.

B. LAND USE DATA, INVENTORY, AND ANALYSIS

This section describes the current conditions found in the City of Green Cove Springs. Through the preparation of the Comprehensive Plan update, the City of Green Cove Springs staff and community identified a number of challenges and opportunities that they desired to address in the Plan. This section also describes those challenges and provides recommendations for addressing them. The Goals, Objectives and Policies contain specific direction to implement the recommendations.

1. Current Land Use Composition

Table I-1 shows the acreage of land uses by category. This table and **Map I-3** show that the predominant use of land in the city is currently Industrial, covering about 35.2% of the City's total acreage—most of which can be traced back to Reynolds Park. The second most predominant land use is Low-Density Residential, covering approximately 21.5% of the Green Cove Springs' total land area. A brief description of each generalized land use category, along with their typical uses, is provided below.

Table I - 1. Existing Land Use Composition

Land Use Category	Acres	Percent of Total	Acres under Conservation	Percentage Conserved
Agricultural	18	0.4%	0	0.0%
Low-Density Residential	1,016	21.5%	14	0.3%
Medium-Density Residential	14	0.3%	0	0.0%
High-Density Residential	41	0.9%	0	0.0%
Commercial	86	1.8%	0	0.0%
Office/Professional	26	0.5%	0	0.0%
Industrial	1,666	35.2%	0	0.0%
Public/Institutional	599	12.7%	0	0.0%
Parks & Recreation	337	7.1%	37	0.8%
Utilities, Right-of-Way, Other	235	5.0%	0	0.0%
Vacant	695	14.7%	138	2.9%
Total	**4,733**	**100.0%**	**189**	**4.0%**

Sources: Clay County Property Appraiser (Tax Parcel Shapefile), S&ME, 2021.

a. Agricultural

There is only one site in the City designated as agriculture and it is currently used for timber. It is located on the west side of the City, south of SR 16.

b. Low Density Residential

The low-density residential land use category includes housing accommodations such as single-family detached dwellings and mobile home units. As shown in **Table I-1** and **Map I-3**, low density residential encompasses nearly one-fifth of the total land in the City. It is the

predominant use north of Governors Creek and mixed with other uses in the central portion of the City.

c. Medium Density Residential

The medium density residential land use category includes attached housing units such as duplexes, triplexes, and quadplexes. Medium residential uses are found in limited supply between US-16 (Idlewild Avenue) and Green Cove Avenue.

d. High Density Residential

This designation includes multi-story apartments or condominiums. As shown on **Map I-3**, high density residential occurs sporadically throughout the central part of the City.

e. Commercial

The commercial land use category accounts for less than two percent of the total land within the City and consists of a variety of retail and restaurant uses including, but not limited to, fast-food establishments, clothing stores, automobile service facilities, and similar uses. As shown on **Map I-3**, commercial uses are predominantly located along the US 17 corridor with a few scattered sites along Idlewild Avenue and the Leonard C. Taylor Parkway.

f. Office/Professional

This land use designation describes lands that contain professional offices including medical complexes, office buildings, doctor's offices, and may include structures that have been converted from single-family homes to offices. Office uses comprise a very small percentage of the City's total land area and are found along US-17 and SR 16, but also around the Clay County Courthouse and scattered throughout the downtown area.

g. Industrial



As noted in **Table I-1**, industrial uses encompass more than one third of the area of the City. These uses typically include manufacturing, assembly, processing, warehousing, wholesaling/distribution, heavy equipment repair, motor vehicle impoundment facilities, construction offices, and outdoor storage. In Green Cove Springs, the majority of the industrial land is in Reynolds Park with only a few small, scattered sites in the southwest intersection of US-17 and the Leonard C. Taylor Parkway. Industrial activities in Reynolds Park include seafood processing, aviation technologies, railcar repair, pipe manufacturing and distribution, boat storage and manufacturing, and a private airport.

h. Public/Institutional



Public/Institutional uses consist of public, semi-public and private not-for-profit uses, such as civic and community centers, conservation areas, hospitals, libraries, police and fire stations, and government administration buildings, as well as churches, social service facilities, cemeteries, nursing homes, emergency shelters, and similar uses. Educational facilities are also included in this category. Compared to other jurisdictions, the City of Green Cove Springs has a large percentage of publicly owned lands. Public lands are scattered throughout the City, with two large areas at the intersection of Green Cove Avenue and the railroad (vacant property owned by the City).

i. Parks & Recreation



The Parks and Recreation land use category is generally a subcategory of publicly owned land, but it also includes privately owned facilities such as golf courses. **Map I-3** shows the Magnolia Point golf course and City parks including Spring Park, Carl Pugh Park, Augusta Savage Friendship Park, and Vera Francis Hall Park.

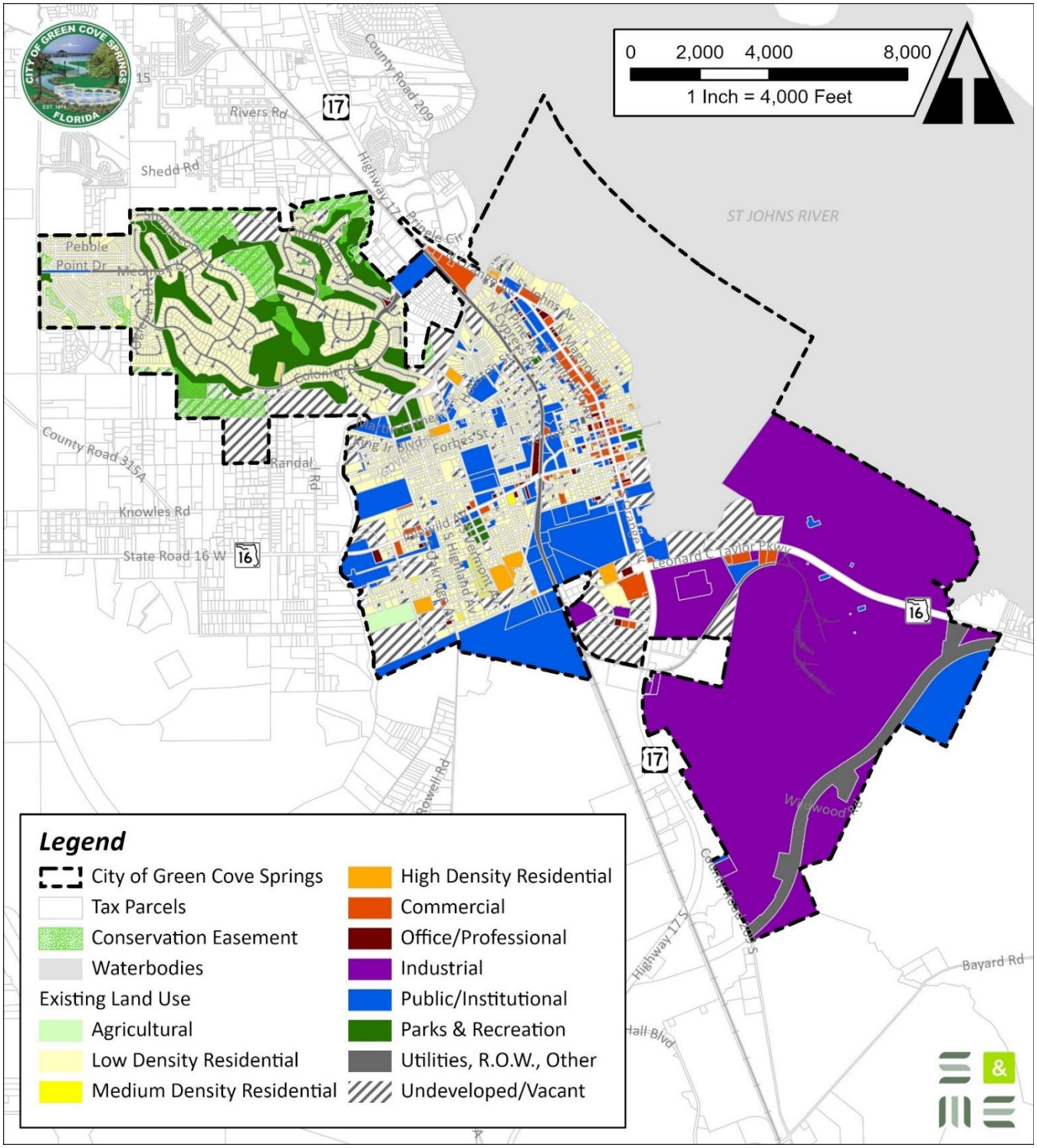
j. Utilities / Right-of-Way

The Utility, Right-of-Way, Other land use category contains infrastructure designed to accommodate the City's diverse residential and nonresidential uses. This designation includes uses such as utility boxes, stormwater retention/detention facilities, the railroad, and some roadway rights-of-way.

k. Vacant

The vacant classification refers to undeveloped or unimproved parcels and includes lots in subdivisions that have already been platted but are not developed. Vacant sites in Green Cove Springs include some large sites north and south of Magnolia Point and between Reynolds Park and downtown.

Map I - 3. Existing Land Use Composition



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, S&ME, 2021.

2. Projected Population

Future population growth is the driving force behind future facility needs and land requirements. The 2010 population for the City of Green Cove Springs totaled 6,908 residents. The Census Bureau just recently released updated population estimates for 2020 showing that the City population was 9,786 (1,732 more residents than previously estimated).

For comprehensive planning purposes, Chapter 163 of the Florida Statutes requires local governments to plan for the estimated permanent and seasonal population projections using the Office of Economic and Demographic Research (EDR) (also known as BEBR) projections or a "professionally acceptable methodology." Given that BEBR only publishes projections for counties, and they have not updated Clay County's projections to reflect the new 2020 population estimates, the City utilized a three-step approach ~~T~~to determine ~~the City's~~ its future population~~,~~.

First, City population projections were derived using a step-down analysis ~~was~~ that utilized ~~using~~ Clay County's population projections retrieved from ~~the University of Florida's Bureau of Economics & Business Research (~~BEBR~~)~~ and ~~. This form of analysis~~ assumes that the City will maintain ~~will have~~ a proportionate share of the ~~Clay~~ County's projected growth (3.668%).~~This form of analysis assumes that the City will have a proportionate share of Clay County's projected growth (3.668%).~~

Second, the City identified the population growth rate for each 5-year increment assigned by BEBR to Clay County and applied that rate to the updated 2020 Census population figure.

Third, the City considered ~~However, there are~~ two major developments that will have an impact on the City's population projections: *St. Johns Landing* (an existing multi-family apartment complex featuring 392 units housing 962 residents) which is expected to be annexed into the City by 2025 and *Ayrshire*, a planned residential community that is expected to develop up to 2,100 units through 2040. Assuming that Ayrshire will: (1) develop incrementally over a period of 20 years, (2) produce all 2,100 of its permitted dwelling units, and (3) house approximately 2.454 persons per unit (U.S. Census Bureau, 2010), it is anticipated that 131 units (housing 321 residents) will be developed by 2025 and 656 additional units (housing 1,611 residents) will be produced every five years after that until the project is built out by 2040.

Based upon this methodology and set of assumptions, it is projected that the City will grow to ~~16,529~~18,768 residents by the 2045 planning horizon, as shown in **Table I-2**.

According to the most recently available housing data from the U.S. Census Bureau, the City currently possesses a negligible number of seasonal housing units. As a result, seasonal housing units (nor populations) were included in the projections.

Table I - 2. Population Estimates and Projections, 2010-2045

Year	Clay County	Green Cove Springs	
		~~Green Cove Springs~~Based on 2020 Estimates	Based on updated Census Data
2010	190,865	6,908	6,908

Year	Clay County	Green Cove Springs	
		~~Green Cove Springs~~Based on 2020 Estimates	Based on updated Census Data
2020	219,575 (218,245~~)~~[1])	8,054	9,786[1]
2025	237,300	9,988	11,859
2030	252,400	12,152	14,143
2035	264,600	14,210	16,297
2040	274,800	16,195	18,363
2045	283,900	16,529	18,768

~~Note:~~ [1]*2020 population estimates released in August 2021.*

Sources: City of Green Cove Springs, S&ME, University of Florida BEBR, 2021.

3. Historic Resources

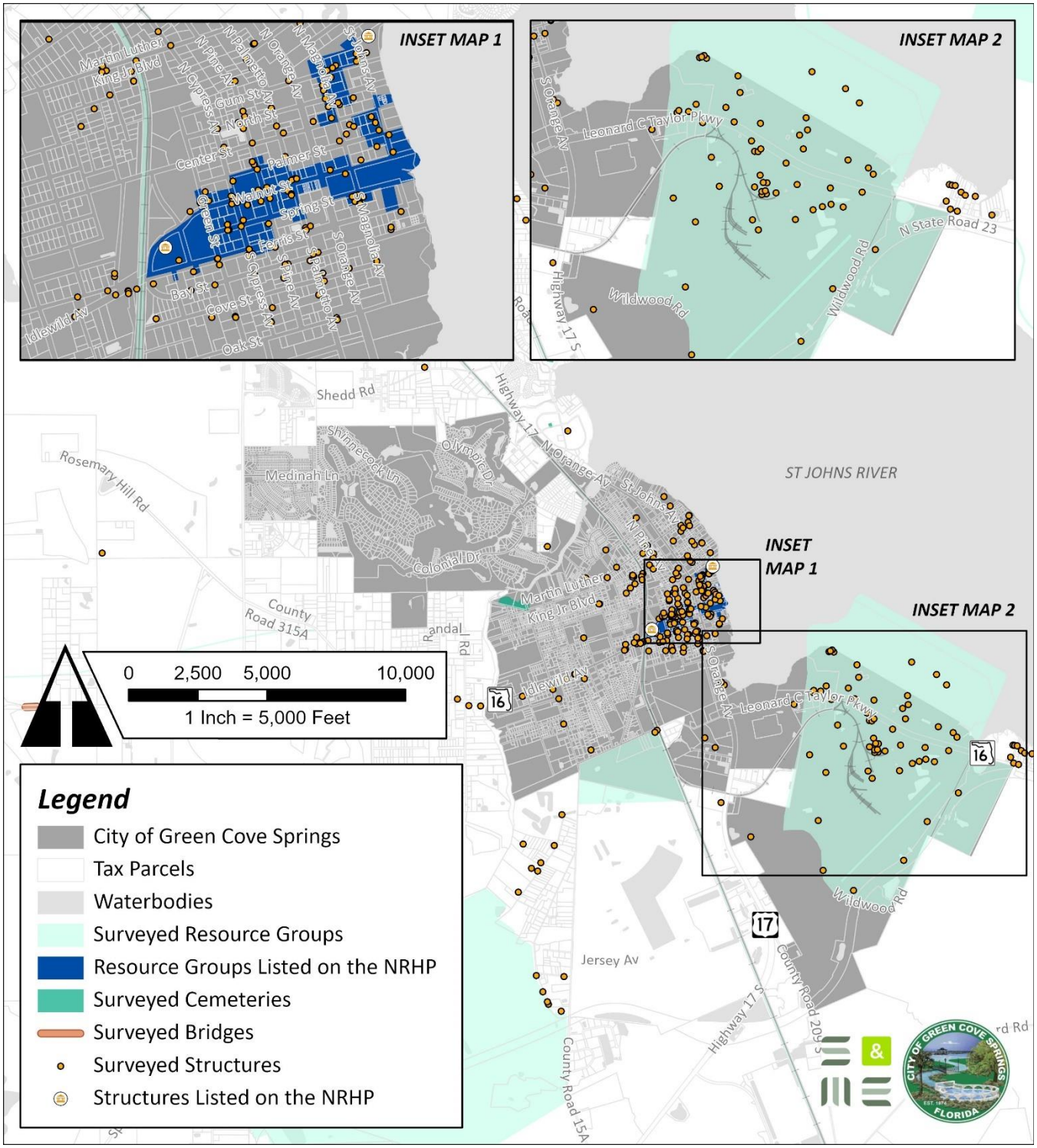


The City of Green Cove Springs has a large number of historic resources and a historic district listed in the National Register of Historic Places. The district, bounded by Bay Street, the railroad tracks, Center Street, Orange Avenue, St. Elmo Street and the St. Johns River, was designated in 1991 and contains 63 contributing structures. Additionally, there are two individual structures listed in the National Register:

- Clay County Courthouse on Brabantio Avenue (added in 1975)
- St. Mary's Church on St. Johns Avenue (added in 1978)

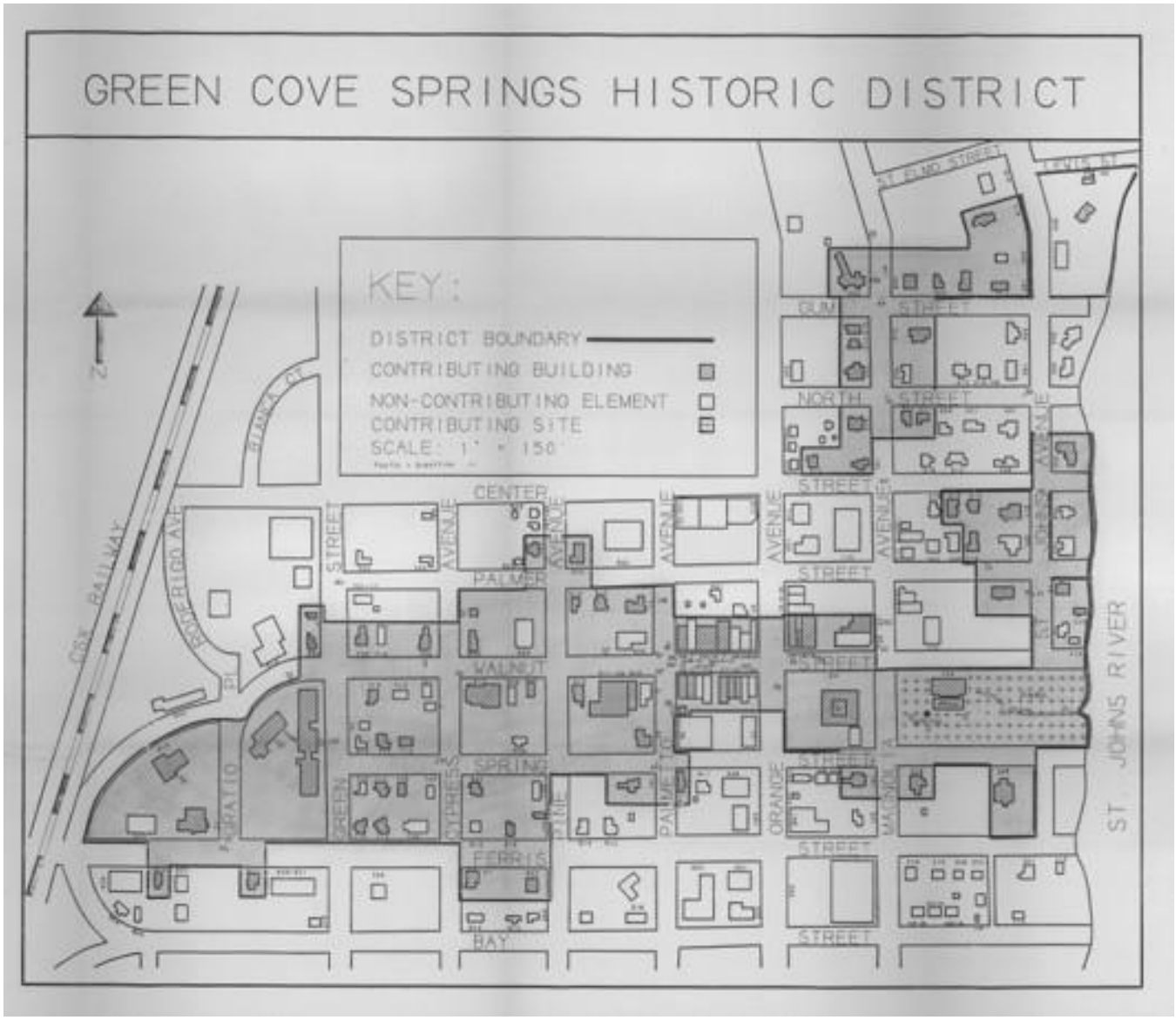
The City does not have a local register of historic structures or a historic preservation ordinance. Historic resources within the City are shown in **Map I-4**.

Map I - 4. Historic Resources



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, Florida Division of Historic Resources, FGDL, S&ME, 2021.

Map I - 5. National Register Historic District









4. Natural Resources

The ability of land to support development is a major determinant in land use patterns. The City of Green Cove Springs is located along the St Johns River and its coastal environment is one of the main points of attraction for the City. The following sections describe the natural environment within the City. [STAFF, PLEASE FILL IN THIS SECTION BASED ON THE CONSERVATION ELEMENT D&A]

a. Water Bodies, Wetlands, and Floodplains

[CITY STAFF TO COMPLETE]

b. Soils

[CITY STAFF TO COMPLETE]

5. Public Facilities & Services

a. Roadways

The City is served by two FDOT roadways, US 17 which runs north-south, and SR 16 which runs east-west. In the near future, another major roadway will be added to the area, the First Coast Expressway, offering a fast route into the City from the south. This was one of the challenges and opportunities brought up and discussed during the public input session. A future interchange at US 17 will certainly have an effect on traffic conditions in the City. The Transportation Element addresses this topic in greater detail. As it relates to land use, the City and Clay County are expected to see increasing development pressures along US 17, with proposals for uses typically located at interchanges (i.e., gas stations, fast food restaurants, and possibly hotels). US 17 at this location is a major gateway into the City. Therefore, the City will need to ensure land development regulations guide development in that area in a manner that is consistent with the City's vision. Coordination with the County will also be necessary as the corridor is mostly in the unincorporated area.

b. Utilities & Services

[CITY STAFF TO COMPLETE]

c. Airports

Green Cove Springs includes Reynolds Airpark, a former Naval Air Station that was decommissioned in 1961 and is currently used as a private airport. It was reported in 2020 that nine aircrafts were based at the airfield. Plans to upgrade the airfield have been considered in the past but have yet to be implemented.

The airport's 5,000-foot runway is recorded as being in poor condition. The flight service station is located at the Gainesville Airport (GNV), 54 miles away, and air traffic control is routed through Jacksonville International Airport (ZJX), 45 miles away.

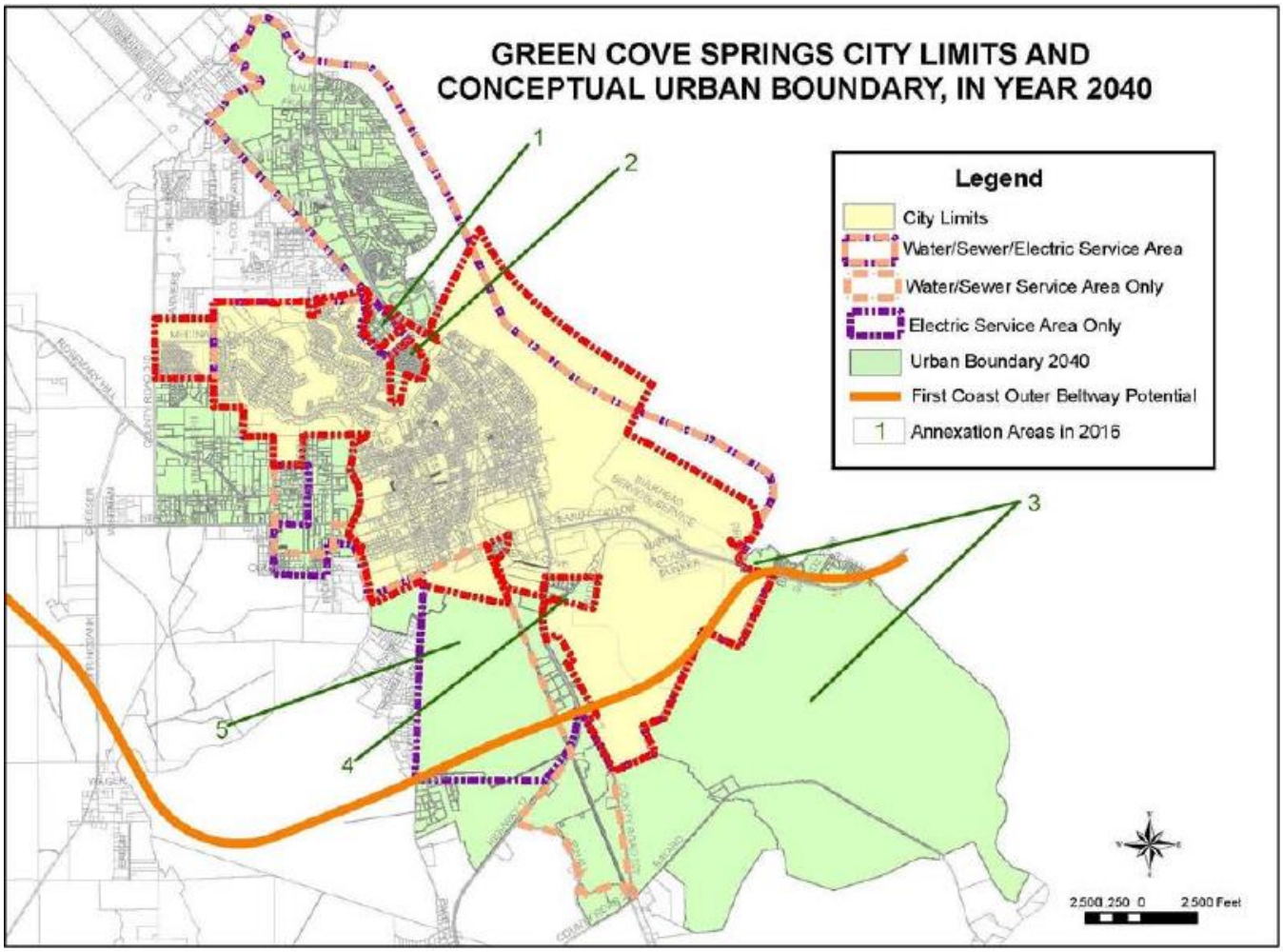
d. Military Installations

There are no military installations since the decommissioning of US Naval Air Station Lee Field in 1961.

e. Annexations

The City prepared a detailed study in 2016 describing areas that the City would consider for future annexation. These annexations would eliminate existing enclaves and represent a logical extension of City boundaries to areas already included in the City's water and sewer service area. **Map I-6** depicts the five annexation areas, which are described below. The study did not address the potential annexation of the St. Johns Landing, a 392-unit apartment complex located just north of the Governors Creek. This annexation became a priority after 2016.

Map I - 6. Potential Annexation Areas



Source: City of Green Cove Springs, 2016.

Area #1, Harbor Road Industrial Park, contains 44 acres in 22 parcels and is currently developed as an industrial park.

Area #2, Governors Creek/Travers Road/Gator Bay Subdivision, contains a 62-lot single-family subdivision which is currently served by city water and electric service.

Area #3, S.R. 16 East and Bayard Conservation Area, provides a logical extension of the City limits to the St. Johns River. The Bayard Conservation area is owned by the St. Johns River Water Management District and annexing a portion of it will allow for connectivity with trails being constructed and planned within the city limits.

Area #4, Hall Park Road, comprises 52 acres of industrial properties spread across nine individual parcels. The parcels are within the City's water/wastewater and electric service areas.

Area #5, Gustafson Property, the location of the former Gustafson Dairy operation, contains 1,018 acres spread across two parcels. This annexation will allow the City to have land use control over the redevelopment of the site. The property is in the City's electric service area. The annexation of this property is currently under review and expected to be adopted by the City in the latter half of 2021.

6. Community Character

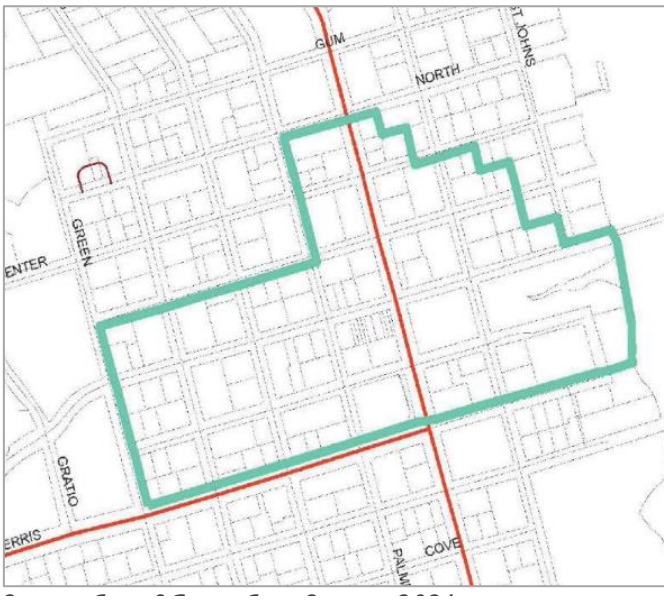
The growth of Green Cove Springs has remained relatively steady over the last several decades, but the introduction of the First Coast Expressway with an interchange at US 17 will undoubtedly change the pace of development. Recent development proposals hint at large subdivisions being planned for this part of town. The fate of the Reynolds Park property may also change and past plans to convert the site into a mixed-use development may start to realize. While the residential growth and the additional jobs that new mixed-use development may bring are welcome in the community, special attention needs to be given to the character of the community. This section addresses various components of the City and the possibilities for improvement and preservation.

Urban Form plays a key role in shaping the character of a community. City residents have expressed concerns regarding the physical development of the City and the fact that new development does not reflect a clear/defined character that fits in with the vision they have for the community. The recommendations mentioned in this section contain a physical planning framework for various parts of the City to improve the quality of life and to ensure that new development shapes the City into a unique community that residents can identify with.

a. Downtown

The City has a Future Land Use category and a zoning district designating the downtown area of the City as the *Central Business District* (see **Map I-7**). While that boundary represents the tight core of the original downtown, development in the surrounding area indicates the need to expand those boundaries to include some of the US 17 commercial corridor north of Walnut Street, the traditional grid west of US 17 and the historic district east of US 17, past Gum Street.

Map I - 7. Central Business District

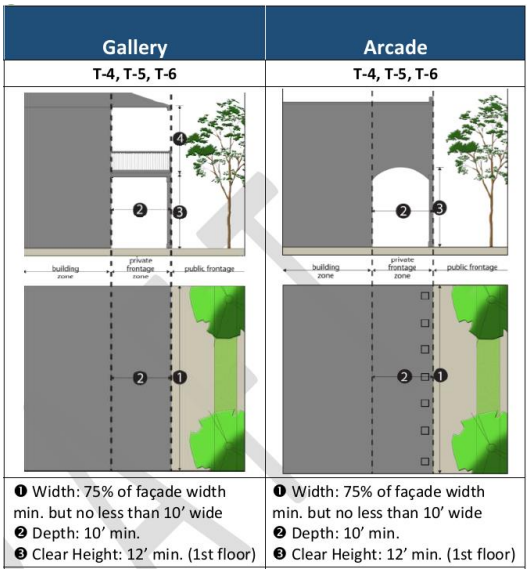






There were three topics related to downtown discussed during the public engagement process: *urban form*, *parking*, and the need to boost *redevelopment* in the area.

- ***Urban Form*** is a top priority in the downtown area. The City needs to ensure the traditional block layout in the area is maintained, historic buildings are rehabilitated, and future development is consistent with a vision of a quaint but active and pedestrian-friendly downtown. Residents seem to agree with allowing additional building height (mid-rise) but prefer more traditional lot layout (buildings up to the street) and architecture. The FLUE Goals, Objectives and Policies need to ensure the realization of this vision through the implementation of Land Development Code amendments, including the adoption of Form Based Code (FBC) regulations.



A FBC is a "land development regulation that fosters predictable built results and a high-quality public realm by using physical form (rather than separation of uses) as the organizing principle for the code" (Form-Based Codes Institute, 2021). By adopting a FBC for the downtown area, the City can require new development and redevelopment to be consistent with the downtown's desired building form, ensure compatibility between structures, and promote greater accessibility between developments.

- ***Parking*** has been an issue in the City core. Given the historic character of the area, there are many businesses that do not have formal parking lots and rely solely on on-street parking. Additionally, there are some uses in the downtown that, due to the nature of their operation, require large amounts of parking for events (e.g., weddings at the Clay Theater, public meetings at City Hall, events such as Food Truck Fridays, etc.). The City needs to assess the current demand and availability of public and private parking spaces in the downtown area and plan for future redevelopment activities.
- ***Redevelopment*** is imperative to achieve the vision of a vibrant downtown. While some buildings are expected to remain, there are others that would require redevelopment of the site. Additionally, there are vacant sites that could accommodate new development. During the public engagement sessions, residents and business owners asked what the City could do to help them in that effort. One tool that the City should consider to spur redevelopment in the downtown is the creation of a Community Redevelopment Agency/Area. The City tried once before but was unsuccessful obtaining approval from Clay County. Such as tool could provide some funding for capital projects within the downtown, which would spur redevelopment.

b. Gateway Corridors

In addition to the focus on downtown, the City will also need to address the future of the US 17 and SR 16 corridors as they represent gateways into the City. Most of the development along these corridors includes commercial uses, some of which have preserved an urban pattern (closer to downtown), but others are starting to adopt a suburban pattern that relies heavily on vehicular transportation for access and visibility. If that trend is allowed to continue, the City will start losing its character and start resembling the endless suburban commercial corridors that are seen throughout the state, flanked by expansive parking lots and big box retailers behind the sea of parking, with very little to no regard for pedestrians and bicyclists.





In the future, development along the City's major transportation corridors should consist of a mix of uses, ranging from commercial to office and even multi-family residential, which can all take advantage of the accessibility and connectivity with other parts of the City and surrounding jurisdictions. Strip development should be limited and shared facilities and services, such as parking and stormwater, encouraged.

c. Reynolds Park



Reynolds Park was formerly part of a Navy Base, which was decommissioned in 1961. The land was acquired by Reynolds Metal Company and established the Reynolds Industrial Park in 1965. The Park includes industrial and manufacturing activities, such as seafood processing, aviation technologies, railcar repair, pipe manufacturing and distribution, and boat storage and manufacturing, in addition to a private airport.



In 2010, the City of Green Cove Springs annexed the property and changed the future land use designation from Industrial to Mixed-Use Reynolds Park (MURP), opening the door to the redevelopment of more than 1,700 acres into a variety of uses, including residential, commercial/office and industrial/office, interspersed with recreational, open space and conservation areas with trails. There is currently not a single individual or firm planning to redevelop the entire site; the property may be redeveloped in pieces by different developers following the directives of the MURP.

This Comprehensive Plan Update plans to retain that MURP designation as it was adopted in 2010. However, the City is interested in connecting the downtown to Reynolds Park through bikeways/trails. With the construction of the First Coast Expressway and new bridge, this trail could then extend to the future fishing pier (old Shands bridge).

d. The Waterfront

The City of Green Cove Springs has approximately four miles of frontage along the St. Johns River. However, there are just a few spots left where the public can access that waterfront. Those few spots that are owned by the City should retain that access. The City also owns several vacant riverfront properties. While the environmental features will not permit intensive development, the City will consider trails and recreation uses that would allow for access to the waterfront. Two key opportunities for this area include the land at the intersection of SR 16 East and US 17 and the State-owned site just across the Governors Creek bridge. The first one can help make the trail from downtown to Reynolds Park and the Shands bridge fishing pier a reality. The site

across the Governors Creek bridge is not currently within City limits, but as noted above, it is a site targeted or future annexation. This site also represents a gateway into the City.



Green Cove Springs Pier



View from Governors Creek Site

e. Housing

The community expressed interest in ensuring the location of affordable housing in the City. Habitat for Humanity has been building numerous homes in the area, but few opportunities exist for multi-family dwellings.

The housing stock of Green Cove Springs is predominately comprised of single family detached dwellings, with limited options available for those who desire and/or necessitate more dense housing types, such as tiny homes, townhomes, condominiums, multi-family apartments, and accessory dwelling units. This lack of housing diversity (in tandem with regional, state, and national economic factors outside of the City's control) creates a market that is largely unaffordable to individuals or families who are unable to purchase or rent a single family home. These individuals/families often include persons belonging to vulnerable populations, such as the elderly and minorities, but also include essential workers who would prefer to live in the communities in which they serve, like police officers, firemen, teachers, nurses, and medical personnel.

The Housing Element discusses a range of options for increasing the affordability and diversity of its housing stock. A sample of the potential options explored within the Housing Element includes:

- Subsidizing impact fees for affordable housing projects
- Permitting accessory dwelling units in all residential zoning districts
- Expediting the development review process for affordable housing developments
- Reserving infrastructure and service capacities for new multifamily structures
- Establishing a surplus lands inventory of locally owned public lands and selling or donating these lands for affordable housing projects
- Eliminating or reducing parking, lot size and setback requirements affordable homes

- Offering development bonuses and incentives for locating apartments within the downtown area
- Allowing height and density bonuses for developments which provide affordable units

The Housing Element includes a more detailed discussion on housing diversity (cost and type).

f. Parks and Trails

When asked about priority improvements in the City, a majority of attendees expressed the desire to invest in parks and recreation, including safe pedestrian and bicycle trails. The Recreation and Open Space Element described the available opportunities at present and the needs that future growth will bring. While levels of service are typically measured in acres per 1,000 population, it is also imperative that the City address the location and types of parks provided. Detailed surveys and studies will need to be undertaken in the future to determine the types of parks (active, passive, fields and courts) that the community needs to sufficiently accommodate the City's existing and projected population.

g. Urban Sprawl

The City of Green Cove Springs is a small community that has not experienced a lot of development in the last 20 years. However, the construction of the First Coast Expressway will revitalize interest in bringing new development to the City. As new subdivisions and commercial developments are proposed, the City will need strong policies and regulations in place to ensure compact and pedestrian- and environmentally-friendly development. Connectivity must be also addressed to prevent the degradation of major roads and the quality of life for current residents.

C. FUTURE LAND USE

In an effort to create an orderly, logical, desirable, and efficient pattern of growth, the City of Green Cove Springs has designated each parcel of land within its jurisdiction a future land use (FLU) category. The designation of Future Land Use categories on the City's FLUM allows the City to broadly determine the type, intensity, and density of uses developed within each property. The former FLUE established 14 future land use categories. The set included four separate residential categories, four commercial categories (including the CBD category which was not depicted on the FLUM), and three mixed-use categories. The new FLUM has consolidated some of those categories into fewer, general categories. This map provides a cleaner picture of the future character of the City, while the zoning map and land development regulations address the intensity of development in different parts of the City.

1. Future Land Use Categories

The City's FLU categories are listed in **Table I-3**, shown on **Map I-8,** and described below. The density and intensity figures represent ranges to be adjusted through zoning. The Neighborhood category, for instance, will be implemented by one zoning district that allows up to four dwelling units per acre, another allowing up to 20 dwelling units per acre, and one or more districts which permit densities between those two. Similarly, some zoning districts may allow support uses while others restrict uses to residential.

Table I - 3. Future Land Use Categories

Future Land Use Category [PRIOR FLUC]	Intended Uses	Max. Density (Units per Acre)	Max. Intensity (Floor Area Ratio)
NGH: Neighborhood [RLD, RMD, RHD, RRF]	A wide range of residential dwellings, public/institutional uses (e.g., schools, churches, and recreation facilities), and neighborhood-level office uses.	4 to 20	0.2
DT: Downtown [RLD, RMD, RHD, CLI, CMI, CHI, INS, REC]	A wide range of residential dwellings at varying densities, a diverse array of commercial activities at varying intensities, and public/institutional uses (e.g., schools, churches, and recreation facilities).	Up to 30 (40 with bonus)	2.0
MU: Mixed-Use [CLI, CMI, CHI, MUH]	A diverse array of commercial, office. and industrial uses at varying intensities.	Up to 20	1.0
MURP: Mixed-Use Reynolds Park [MURP]	A wide range of residential dwellings at varying densities, a diverse array of commercial activities at assorted intensities, water-dependent uses, and public/institutional facilities and spaces (e.g., schools, churches, and recreation facilities).	16 to 40	0.4 to 4.0

Future Land Use Category [PRIOR FLUC]	Intended Uses	Max. Density (Units per Acre)	Max. Intensity (Floor Area Ratio)
EC: Employment Center [IND]	Industrial activities which can include light and heavy manufacturing, distribution, and storage facilities.	None	0.6
PUB: Public [INS, REC, CON]	Public (e.g., government facilities, utilities, civic, cultural and recreation facilities), institutional uses (e.g., schools, churches), conservation lands, and similar activities.	None	0.3

Sources: City of Green Cove Springs, S&ME, 2021.

a. Neighborhood

The purpose of the Neighborhood future land use category is to accommodate predominantly residential uses and support uses such as public/semi-public uses, recreation sites and schools. This use category also permits neighborhood-scale professional, medical, and dental offices, where appropriate. The zoning map and land development regulations will determine the location of a variety of housing types and densities. The maximum density for single-family neighborhoods will be kept at a lower density, while higher densities are allocated to some waterfront sites and areas appropriate for multi-family.





b. Downtown

The Downtown category corresponds to the central part of the City and is expected to include a variety of uses including commercial, lodging, office, high density residential, recreation, schools and public/semi-public uses. Development bonuses will be provided in the land development code to incentivize vertical mixed-use, which is preferred but not required. This category and the Reynolds Park Mixed-Use category will allow the densities, but the Downtown category will allow the highest intensity of development.





c. Mixed-Use

This category represents areas of the City lining up the major transportation corridors (US 17, SR 16) and Martin Luther King Jr. Boulevard. Just like the Downtown category, Mixed-Use will include a variety of uses such as retail commercial, heavy commercial, lodging, office, high density residential, recreation, schools and public/semi-public uses. The Zoning Map and land development regulations will determine where these uses would be most appropriate. The intensity of development and urban form along the corridors will, however, be different than the Downtown category as there will most likely be a predominance of single uses. Regulations will need to account for the fact that these corridors are flanked by residential uses and will require adequate separation and buffering. Similarly, the zoning and land development regulations will determine where the more intensive commercial uses (auto sales, service and repair, warehousing, and similar uses) are appropriate based on proximity to residential, façade continuity and accessibility. Zoning regulations will incentivize the horizontal or vertical integration of uses, internal trip capture, and an overall high-quality environment for living, working, and visiting.




d. Mixed-Use Reynolds Park

This category is established to implement the redevelopment of Reynolds Park. Allowable uses include residential, commercial, office, lodging, health care, education, industrial, public/semi-public, recreation, and water-dependent uses. The Three Mile Swamp (approximately 142 acres) is an exception as only passive recreation uses are allowed in that portion of Reynolds Park.

The Goals, Objectives and Policies establish use percentages to ensure a mix is achieved over the 2045 planning period. Those percentages are intended to apply to Reynolds Park as a whole, not to individual sites. During the next evaluation of the City's Comprehensive Plan (required every seven years), the City will assess progress and determine if the percentages are working or if they need to be modified.





Source: Burke Design.

e. Employment Center

This category consists primarily of light and heavy manufacturing, heavy commercial, distribution and storage, with complementary office uses.

f. Public/Institutional

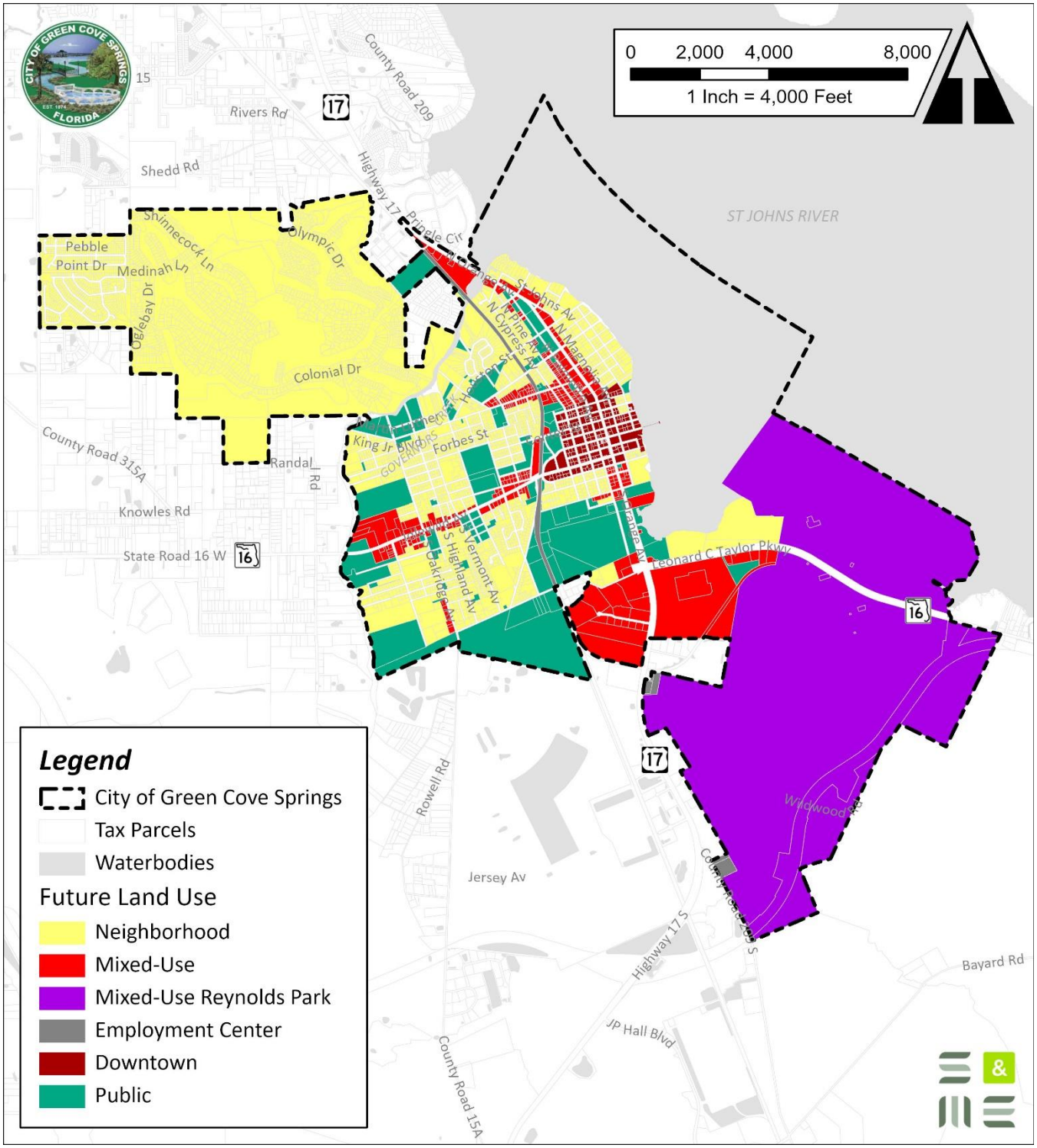
This category is intended to accommodate civic, cultural, government, religious, utilities, and other public necessity uses. The Future Land Use Map reflects sites that are currently occupied by such uses. The uses allowed in this category are also allowed in other land use categories. However, whenever such uses are proposed in the Neighborhood category and occupy more than one acre in size, they will require a future land use amendment to public/institutional. Conservation uses are exempt from this provision.







Map I - 8. Future Land Use Map, 2045



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, S&ME, 2021.

2. Holding Capacity Analysis

This section compares the carrying capacity of the land, based on the adopted FLUM, with the population projections for the City. **Table I-4** shows the carrying capacity of the FLUM. The carrying capacity calculation includes the acreage of developable 'vacant' land and 'underutilized' sites (where a developed property's land value is greater than or equal to the value of buildings) and assume that new development will utilize the maximum density allowed by their FLU designation while previously developed properties will retain their existing density (unless considered underutilized by this analysis). **Map I-9** shows the FLU designation of vacant lands. **Map I-10** shows the designation of underutilized sites.

The following assumptions were made in the calculation of holding capacity:

1. The vacant land within the **Neighborhood** category will be developed at various densities: Approximately 80% will develop at four dwelling units per acre, 10% at eight dwelling units per acre, and 10% at 20 dwelling units per acre. A factor of 75% has been applied to account for areas designated Neighborhood that will be developed with non-residential support uses.
2. The **Downtown** category allows residential, but there are only four acres of vacant land and 14.9 acres of underutilized sites today. Unless there is redevelopment of the underutilized sites, there would only be 48 new multi-family units added. If it is assumed that the core of the Downtown (Walnut Street) will be redeveloped with vertical mixed-use developments within the planning timeframe of this plan, that number could be at least doubled. **Table I-4** shows a total of 214 potential units.
3. For **Mixed-Use**, it is assumed that at least 20% of the developable land will be used for multi-family development.
4. The timeline for the redevelopment of the **Mixed-Use Reynolds Park** site is uncertain. The property is not vacant at present time, so it does not appear in **Table I-4** as producing any dwelling units within the planning period of this plan. The opening of the FCE interchange may trigger activity on the site. The Goals, Objectives and Policies limit the number of units that can be developed on the site to 3,919.

Table I-4 shows that, based on acreage available for development and redevelopment, the City could accommodate an additional 3,317 dwelling units by the year 2045 which, when multiplied by 2.454 persons per household (US Census Bureau, 2010), would equal **8,140 residents**. As noted previously, the City population projections ~~prepared by S&ME~~ revealed that the population is expected to increase by ~~**8,475**~~**8,982 residents** by the year 2045, for a total of ~~16,529~~18,768 residents. ~~Therefore, t~~This expected increase in population can be accommodated within City limits through the year 2035. Additional capacity ~~is available~~ may be needed at that time to address changes in growth that may be triggered by the opening of the First Coast Expressway interchange at US 17 and future economic development and redevelopment efforts which the City plans to undertake.

Table I - 4. Future Land Use Categories and Residential Holding Capacity, 2020-2045

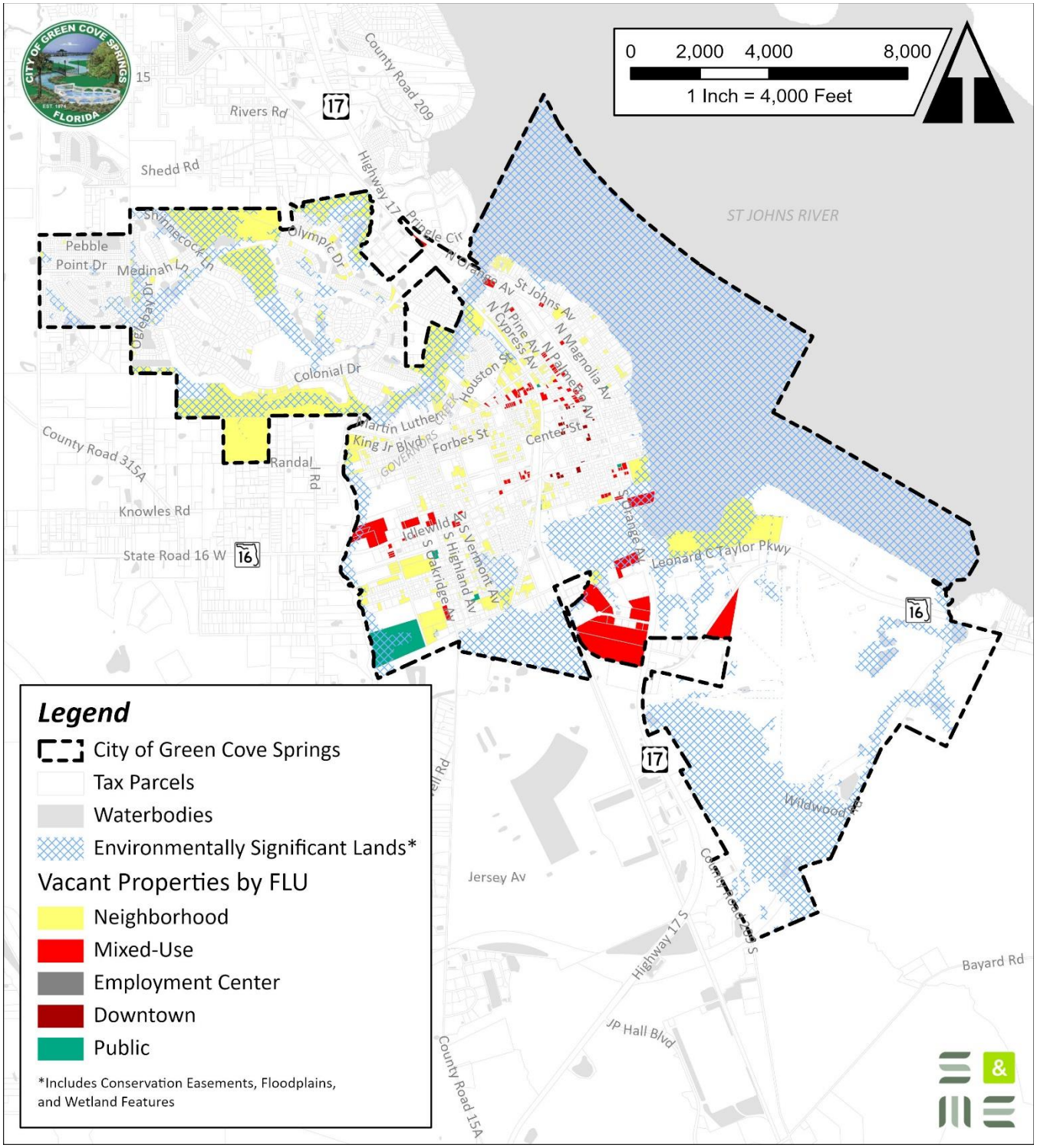
Future Land Use Category	Total Acres	Vacant Acres	Underdeveloped Acres	Environmentally Sensitive Lands	Developable Acres	Residential (%)	Max. Density (du/ac)	Holding Capacity (dwelling units)
NGH	1,942.5	520.0	378.3	376.5	521.8	80%	4	1,670
						10%	8	220
						10%	20	549
DT	74.1	4.0	14.9	1.1	17.8	40%	30	214
MU	400.6	134.9	50.0	18.7	166.2	20%	20	665
MURP	1,735.0	0.0	0.0	0.0	0.0	0%	40	0
PUB	543.9	35.2	58.9	22.4	71.7	0%	0	0
EC	36.7	0.4	7.2	0.0	7.6	0%	0	0
TOTAL	**4,732.8**	**694.5**	**509.3**	**418.7**	**785.1**	**n/a**	**n/a**	**3,317**

[1] *Includes the portion of vacant and underdeveloped parcels that feature conservation easements, wetlands, and Federal Emergency Management Agency (FEMA) SFHA Zone A and AE (100-year floodplain).*

[2] *See Section B.1, above.*

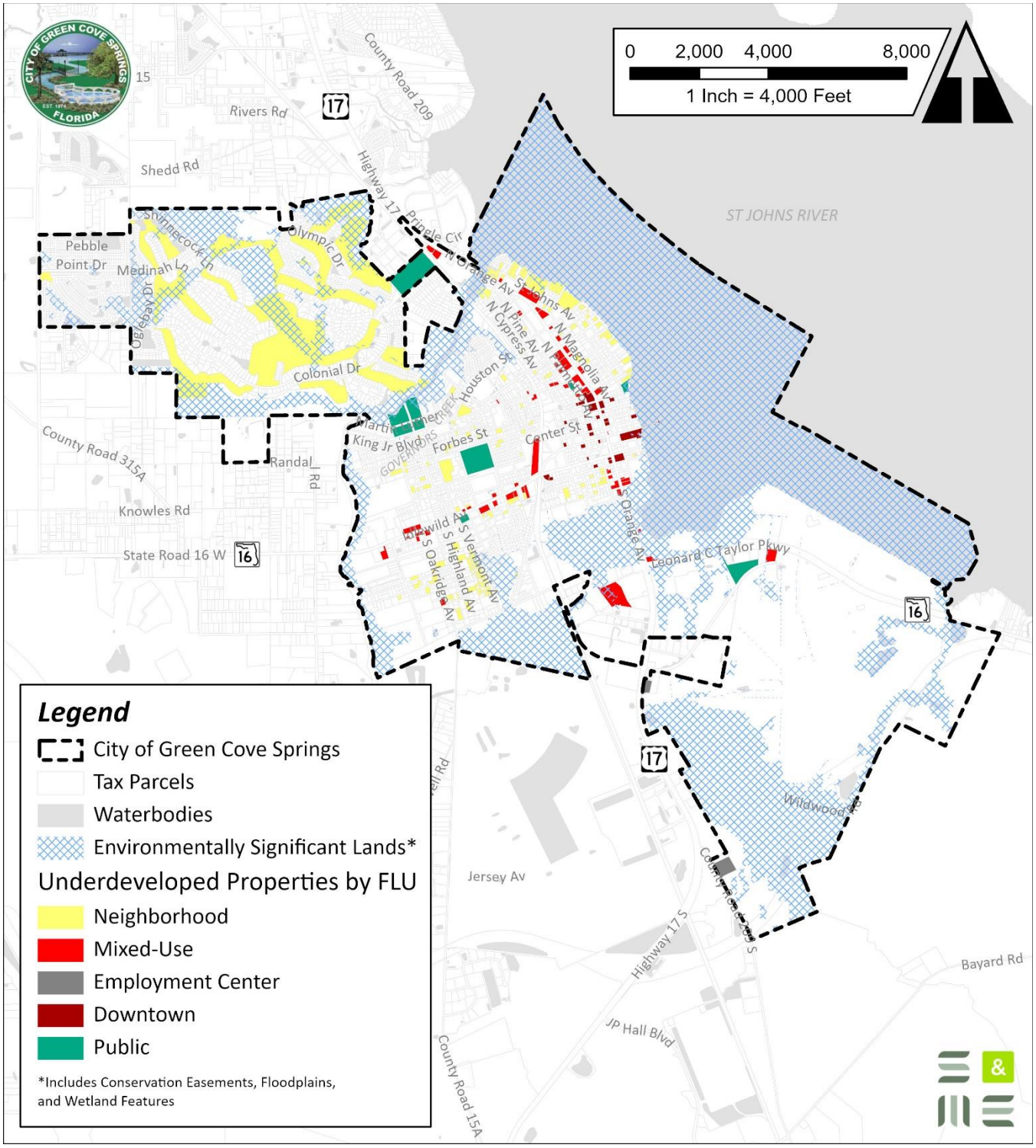
Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, FEMA, FGDL, National Wetlands Inventory (NWI), S&ME, 2021.

Map I - 9. Future Land Use Classification of Vacant Parcels, 2045



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, FEMA, FGDL, NWI, S&ME, 2021.

Map I - 10. Future Land Use Classification of Underdeveloped Parcels, 2045



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, S&ME, 2021.

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** September 21, 2021

FROM: Michael Daniels, AICP, Planning & Zoning Director

SUBJECT: Small Scale Future Land Use Amendment and Rezoning Request for property located in the 1300 Block of Energy Cove Court for approximately 9.4 acres.

Future Land Use Amendment: from: Mixed Use Highway
to: Residential High Density

Zoning Amendment: from: C-2, General Commercial and M-2, Industrial
to: R-3, Residential High Density

PROPERTY DESCRIPTION

APPLICANT: Colin Groff, Black Creek Engineering **OWNER:** B&B GCS Joint Venture, c/o John R. Smith, Jr.

PROPERTY LOCATION: 1300 Block of Energy Cove Court

PARCEL NUMBER: 016562-000-00

FILE NUMBER: FLUS-21-0003 & ZON-21-0003

CURRENT ZONING: Mixed Use Highway (MUH)

FUTURE LAND USE DESIGNATION: MUH – Mixed Use Highway

SURROUNDING LAND USE

NORTH: **FLU**: Medium Density Residential (RMD)
Z: R-2
Use: Single Family Residential

SOUTH: **FLU**: MUH
Z: MUH
Use: Undeveloped

EAST: **FLU**: MUH
Z: MUH
Use: Undeveloped

WEST: **FLU**: MUH
Z: MUH
Use: Industrial

BACKGROUND

The applicant has applied for a Future Land Use and Zoning Change for the subject property for the construction of multifamily development.

PROPERTY DESCRIPTION

The property is currently undeveloped. The property has approximately 355' of frontage on Cooks Lane and 150' of frontage on Energy Cove Court. Portion of the property in the northwest and northeast near Cooks Lane are located within the 100-year floodplain. The property is heavily wooded with a mixture of hardwood and pine Trees. There is a City water main line located on the northern portion of the property that connects to Cooks Lane to the north and then connects to the adjacent property to the west. There are wetlands located on the northwest 25' of the site which shall remain undisturbed. In addition, there is an existing City water line that runs from Cooks Lane down the west side of the property eventually connecting to the Energy Cove Court cul-de-sac. The existing water line shall either be maintained as a part of future development plans or relocated at the property owner's expense.

Figure 1. Aerial Map

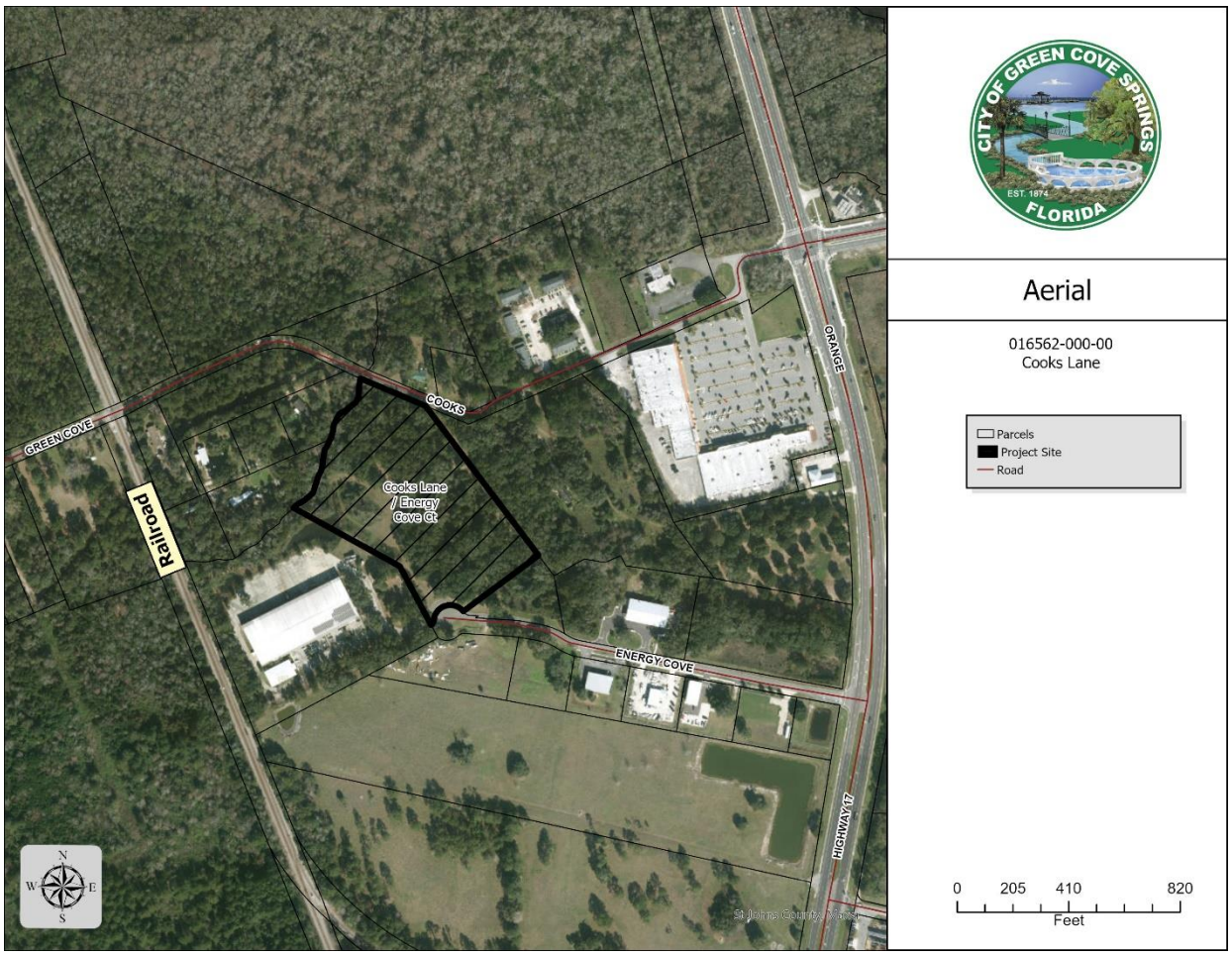


Figure 2. Existing Future Land Use

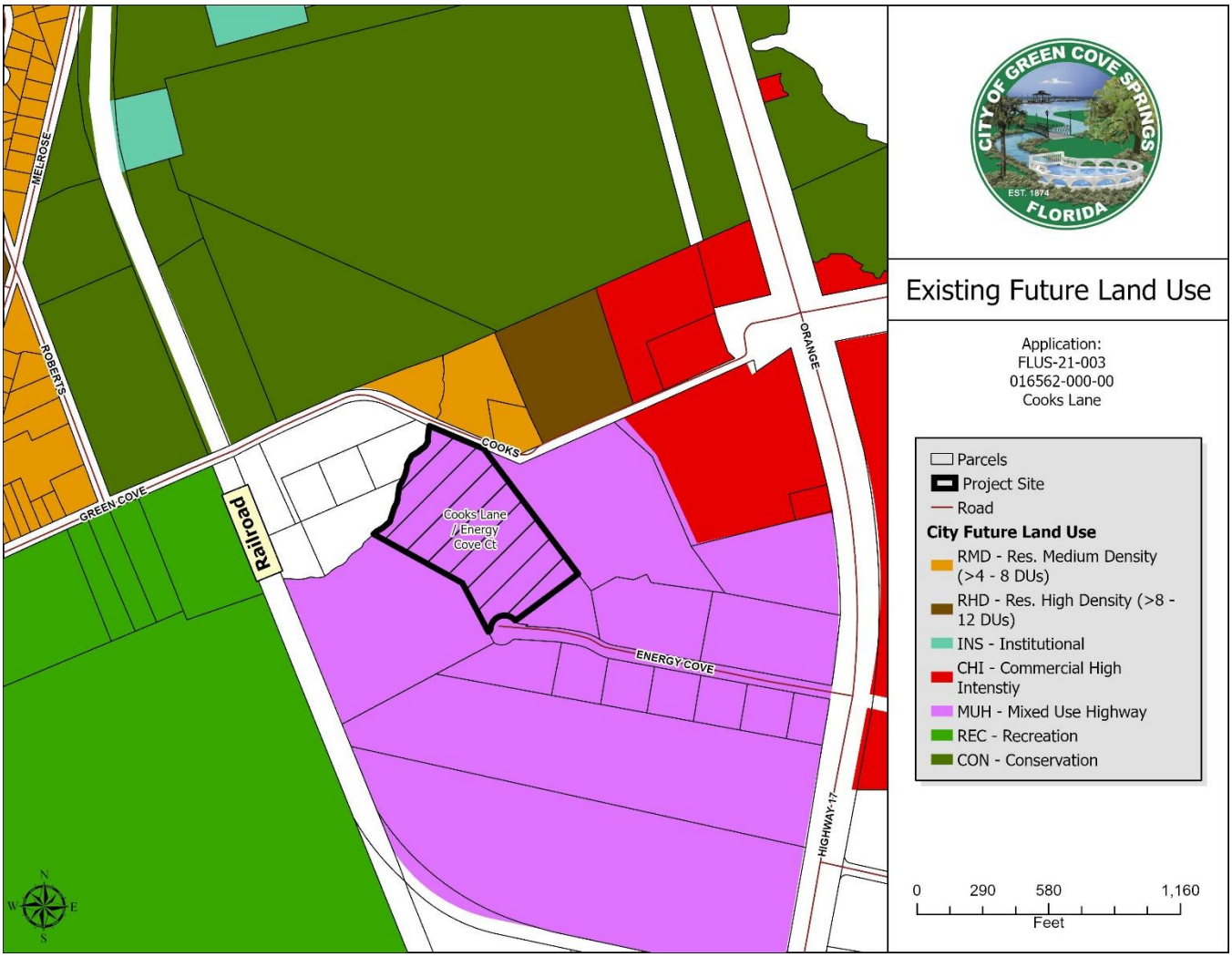


Figure 3. Proposed Future Land Use



Figure 4. Existing Zoning

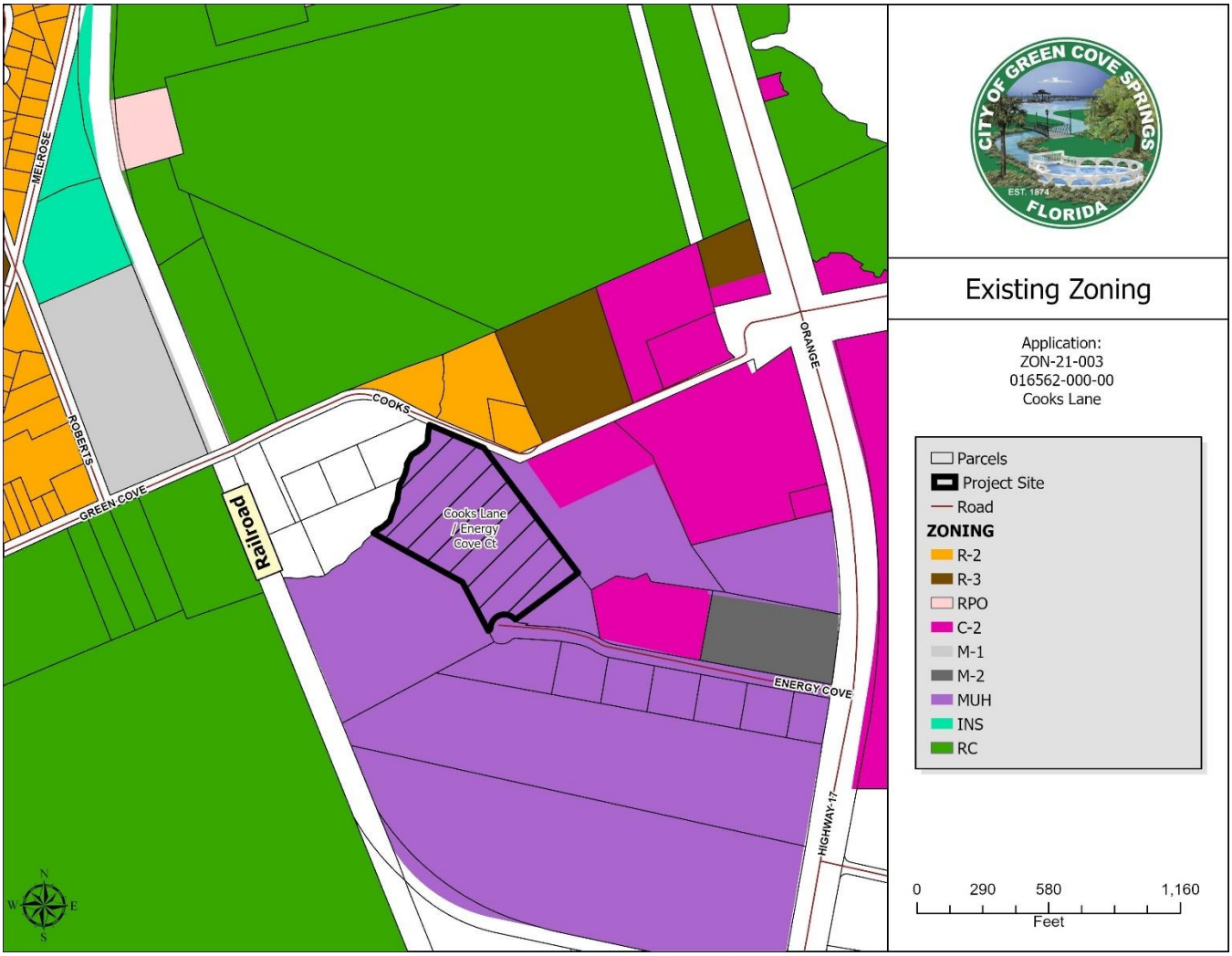
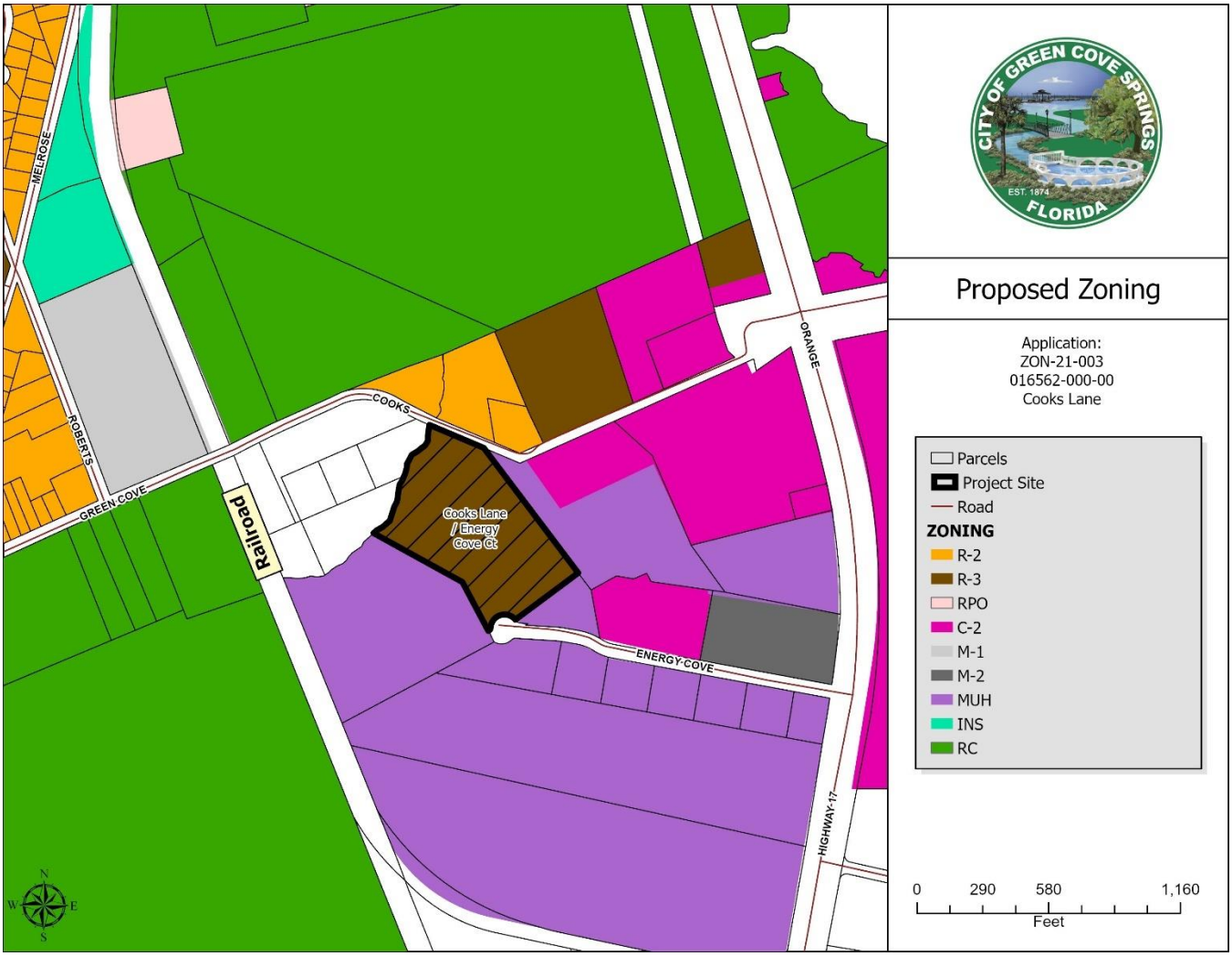


Figure 5. Proposed Zoning



NEEDS ANALYSIS

Per Chapter 163.3177, Florida Statutes, need shall be based upon the amount of land designated for future uses and shall:

1) Provide a balance of uses that foster vibrant, viable communities and economic opportunities and address outdated development patterns, such as antiquated subdivisions; and,

2) Allow the operation of real estate markets to provide adequate choices for residents and business, with the amount of land designated for future use not limited solely by the projected population. The minimum amount of land use required to accommodate at least a 10-year planning period must be included in the comprehensive plan.

Comment: This request supports the growing demand for additional housing units, particularly in close proximity to commercial uses and will increase the variety of spaces available.

URBAN SPRAWL ANALYSIS

Section 163.3177, Florida Statutes, requires that any amendment to the Future Land Use Element to discourage the proliferation of urban sprawl. Section 163.3177(6)(a)9.a., Florida Statutes, identifies 13 primary urban sprawl indicators and states that, "[t]he evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality…"

An evaluation of each primary indicator is provided below.

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

Evaluation & Findings: The proposed amendment will revise the FLUM designation from MUH to RHD. By revising the Future Land Use designation to RHD, this will allow for higher density of residential development. Currently, the City has over 20% of the City acreage guided for low density development but only .9% of land area for High Density Residential development. This request would allow for additional high density residential development that is compatible with surrounding uses.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

Evaluation & Findings: The project site is located within the urban core area of Green Cove Springs and adds to the existing development in the area which is suitable for developing thereby reducing development pressure in rural and unincorporated areas.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

Evaluation & Findings: The proposed RHD Future Land Use designation is compatible with the surrounding development.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

Evaluation & Findings: The site has a small portion of the property which is located within a floodplain which will have to be addressed pursuant to the City's Land Development Regulations as part of site development plan as well as meeting requirements for drainage and tree preservation. This property does not have environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

Evaluation & Findings: The project site is located within an urban area with surrounding commercial development. There are no adjacent agricultural areas and activities.

(VI) Fails to maximize use of existing public facilities and services.

Evaluation & Findings: With the project site being located within an area with existing development, the proposed development will utilize existing public facilities and services.

(VII) Fails to maximize use of future public facilities and services.

Evaluation & Findings: Any future improvements to the City's public facilities and services will be utilized by the project site.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

Evaluation & Findings: The project site is located within an existing commercial area with existing public facilities and services. The proposed development will utilize existing public facilities and services and will not increase the time, money, and energy for providing and maintaining these facilities.

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

Evaluation & Findings: The site is located within an urban area and is not adjacent to any rural zoned properties.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

Evaluation & Findings: The proposed application will allow infill development.

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

Evaluation & Findings: The project site is located within an existing commercial area and will allow for connectivity between residential and commercial uses on Cooks Lane.

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

Evaluation & Findings: The project site shall provide accessibility to Cooks Lane with emergency access to Energy Cove Court.

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

Evaluation & Findings: This property was guided for commercial uses and open space shall be preserved pursuant to the Site Development Requirements in the Land Development Code.

In addition to the preceding urban sprawl indicators, Florida Statutes Section 163.3177 also establishes eight (8) "Urban Form" criteria. An amendment to the Future Land Use Map is presumed to not be considered urban sprawl if it meets four (4) of the (8) urban form criteria. These urban form criteria, and an evaluation of each as each may relate to this application, are provided below. The applicant has provided an analysis of the application's consistency with Section 163.3177 within the application materials, and contends that the proposed amendment will not encourage urban sprawl by showing it meets four of the eight urban form criteria.

1. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

Evaluation & Findings: The project site is located within an existing commercial development where development will occur in developed areas as opposed to undeveloped areas. The proposed development directs the growth within the urban area.

2. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Evaluation & Findings: This application, as well as the companion rezoning application, will result in a higher density residential development utilizing existing public infrastructure and existing services.

3. Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

Evaluation & Findings: This application and the companion rezoning application will allow for higher density residential development, allowing for more walkability between the residential development and commercial development at the Corner of Cooks Lane and US 17.

4. Promotes conservation of water and energy.

Evaluation & Findings: The project site is located within an urban area with surrounding commercial development. Development in core urban areas reduces the pressure to develop in areas further outside of the urban areas.

5. Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

Evaluation & Findings: The project site is located within an urban area with surrounding development. There are no adjacent agricultural areas and activities. Development in core urban areas reduces the pressure to develop in agricultural areas.

6. Preserves open space and natural lands and provides for public open space and recreation needs.

Evaluation & Findings: Open Space shall be provided for as part of the landscape and tree preservation requirements as set forth in the Land Development Regulations.

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

Evaluation & Findings: The proposed site is located within close proximity to a variety of nonresidential uses. The proposed development will bring residential units into this mixed-use, urban area, providing a balance of land uses to the area.

8. Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

Evaluation & Findings: N/A

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The following Goals, Objectives, and Policies (GOPs) support the proposed amendment to the Future Land Use Map of the City of Green Cove Springs Comprehensive Plan:

FUTURE LAND USE ELEMENT

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

Policy 1.3.4: To promote redevelopment, the City shall allow higher densities and structures up to five (5) stories high in appropriate areas.

TRANSPORTATION ELEMENT

Objective 2.8 Site Development Traffic Circulation: The City shall require that all major developments and planned unit developments provide a circulation system which: provides adequate access to the major roadway network; provides for sound design of local and collector streets within such development….

HOUSING ELEMENT

Objective 3.1: The City shall continue to assist the private sector in providing dwelling units of various types, sizes, and costs to meet the housing needs of the current and future residents and residents with special housing needs.

Policy 3.1.1: The City shall review, and revise if necessary, any ordinances, codes, regulations, and the permitting process to eliminate unnecessary requirements and requirements that may inhibit the provision of low and moderate income housing, and to streamline the development review process, while maintaining opportunity for public participation in the review process and insuring the health, welfare, and safety of the residents.

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

Objective 4.6: Future development shall be required to connect with central sewer and water systems and provide drainage facilities which maximize the use of existing facilities and discourage urban sprawl.

PUBLIC FACILITIES IMPACT

Traffic Impacts

Land Use[1]	Square Footage/Dwelling Units	Daily		AM Peak		PM Peak	
(ITE)		Rate	Trips	Rate	Trips	Rate	Trips
Maximum Development Potential Based on Existing FLU							

Light Industrial (ITE 210)	240,000	6.97	1,675	.92	221	.97	233

Land Use[1] (ITE)	Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Proposed							
Residential Condo/TH (ITE 230)	112	6.65	732	0.62	68	0.62	68

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

Conclusion: The proposed development of 12 dwelling units per acre on the ±9.4-acre site would require a traffic study to be reviewed at the time of submittal of the site development plan. Currently, there is an average of 144 peak hour trips along the roadway which is lower than the maximum allowable capacity for the roadway which is 1,161 peak hour trips. See attached excerpt of traffic analysis from the Ayshire project which shows the existing Level of Service for Green Cove Avenue.

Potable Water Impacts

System Category	Gallons Per Day (GPD)
Current Permitted Capacity[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]	43,725
Residual Capacity after Proposed Project	3,143,275

1. *Source: City of Green Cove Springs Public Works Department*
2. *Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 112 dwelling units x 2.65 persons per du x 150 gal per person*

Sanitary Sewer Impacts – South Plant WWTP

System Category	Gallons Per Day (GPD)
Current Permitted Capacity[1]	350,000
Current Loading[1]	267,000
Committed Loading [1]	37,000
Residual Capacity[1]	46,000
Percentage of Permitted Design Capacity Utilized[1]	95%
Projected Potable Water Demand from Proposed Project[2]	34,980
Residual Capacity after Proposed Project	11,120

1. *Source: City of Green Cove Springs Public Works Department*
2. *Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 112 dwelling units x 2.65 persons per du x 120 gal per person*

Conclusion: The project site is served by the South Plant Wastewater Treatment Plant (WWTP). As shown in the table above, when factoring in the current loading and the committed loading, this WWTP has the capacity to handle the estimated impacts resulting from the proposed application.

Solid Waste Impacts

System Category	LBs Per Day / Tons per Year
Solid Waste Generated by Proposed Project[1]	2,332 lbs. / 426 tons
Solid Waste Facility Capacity[2]	Minimum 3 Years Capacity

1. *Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (112 dwelling units x 2.65 persons per dwelling unit x 8 lbs. per day) x 365*
2. *Source: Clay County Comprehensive Plan*

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

Public School Facilities Impact

Land Use	Units	Elem.		Middle		High	
		Rate[1]	Total	Rate[1]	Total	Rate[1]	Total
Proposed							
Multifamily Units	112	0..0314	4	0.0095	1	0.0197	2
Net Generation	**-**	**-**	**4**	**-**	**1**	**-**	**2**

1. *Source: School District of Clay County, Educational Facilities Plan, FY 2018/19-2022/23, based on multifamily*

Conclusion: The School District of Clay County will make a school capacity determination at the time of Final Site Development Plan. It is not anticipated that the estimated number of students generated by the proposed PUD rezoning will exceed the adopted LOS standards

Future Land Use and Zoning District Comparisons

Existing Future Land Use

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

Proposed Future Land Use

High Density Residential (>8 to 12 dwelling units per acre). This category includes single-family, duplex and multi-family dwelling units. It also includes churches, nursing homes, convalescence facilities, foster homes, and group care homes.

Existing Zoning District

The M-2 industrial district is intended to be for an industrial park. A variety of industrial and supported uses are allowed.

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

Proposed Zoning District

The residential high density, R-3 zoning category district is intended to provide for multiple-family housing areas with densities of eight to 12 dwelling units per acre. This district should be situated so that it is well served by public services and have direct access to collector street or major thoroughfares. Careful attention must be given to traffic generation from this district to minimize impact on single-family districts.

STAFF COMMENTS

As shown in Table I-1, in the attached Data and Analysis for the City's Future Land Use Element, there is currently a very small percentage (.9%) of acreage in the City that is currently designated for High Density Residential uses compared to low density residential. Providing opportunities to develop High Density residential units is consistent with the City's policy to encourage a variety of housing types for our residents. At the same time, due to the existing industrial developments existing on Energy Cove Court, the proposed development of multifamily will need to be developed so as to avoid conflict with the existing industrial development. To that end, as part of the site development plan, access to the site shall be limited to Cooks Lane, other than for emergency purposes so as not to co-mingle the residential and industrial traffic. The Planning and Zoning Commission unanimously approved the Future Land Use and Zoning request but added a separate motion to restrict access to the property to Green Cove Avenue for the residential project.

Staff recommends approval of the Future Land Amendment from Mixed Use Highway to Residential High Density based upon the Urban Sprawl Analysis and Compliance with the Comprehensive Plan and compatibility with the surrounding area.

Attachments include:

1. Conceptual Plan
2. Utility Easement
3. Property Survey
4. Ordinance O-15-2021
5. Ordinance O-16-2021
6. FLUM Application
7. Rezoning Application
8. 2045 Future Land Use Data and Analysis
9. Excerpted pages from the Ayrshire Traffic Study

STAFF RECOMMENDATION

Staff recommends approval of the future land use amendment and rezoning.

RECOMMENDED MOTIONS:

Future Land Use Amendment

Motion to approve 2nd and final reading of Ordinance O-15-2021 to amend the Future Land Use of the property described therein from Mixed Use Highway to Residential High Density.

Rezoning

Motion to approve 2nd and final reading of Ordinance O-16-2021 to amend the Zoning of the property described therein from General Business C-2/ Industrial M-2 to Residential High Density, R-3.

ORDINANCE NO. O-16-2021

AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA REZONING ±9.4 ACRES OF PROPERTY LOCATED AT COOKS LANE, IDENTIFIED AS TAX ID NUMBER 016562-000-00, MORE PARTICULARLY DESCRIBED BY EXHIBIT "A", FROM MUH, MIXED USE HIGHWAY (M-2/C-2), TO R-3, RESIDENTIAL HIGH DENSITY; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City has received a request to amend the Future Land Use Map for the subject parcel from Residential Medium Density to Residential Professional Office; and

WHEREAS, the City approved the Future Land Use Map amendment for the subject property such that it will be designated as RHD, Residential High Density on the Future Land Use Map of the City, and

WHEREAS, the City has received a request to rezone the subject parcel from Mixed Use Highway, M-2/C-2, to R-3; and

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

WHEREAS, a duly advertised public hearing was conducted on the proposed rezoning on August 24, 2021 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA), and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and,

WHEREAS, the City Council considered the recommendations of the LPA at a duly advertised public hearing on September 7, 2021 and September 21, 2021 and provided for and received public participation; and,

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

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

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

Section 1. Zoning Map Amended. The Zoning Map is hereby amended for the following property from Mixed Use Highway M-2/C-2 to R-3:

Tax Parcel ID# 38-06-26-016562-000-00, in accordance with the legal description found in Exhibit "A" and map found in Exhibit "B" attached hereto.

Section 2. Ordinance to be Construed Liberally. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Green Cove Springs, Florida.

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

Section 4. Severability. It is the declared intent of the City Council of the City of Green Cove Springs that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of the ordinance after the exclusions of such part or parts shall be deemed to be valid.

Section 5. Effective Date. This Ordinance shall become effective upon passage.

INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 7th DAY OF SEPTEMBER 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

_____
Edward R. Gaw, Mayor

ATTEST:

_____
Erin West, City Clerk

PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 21st DAY OF SEPTEMBER 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

Edward R. Gaw, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney

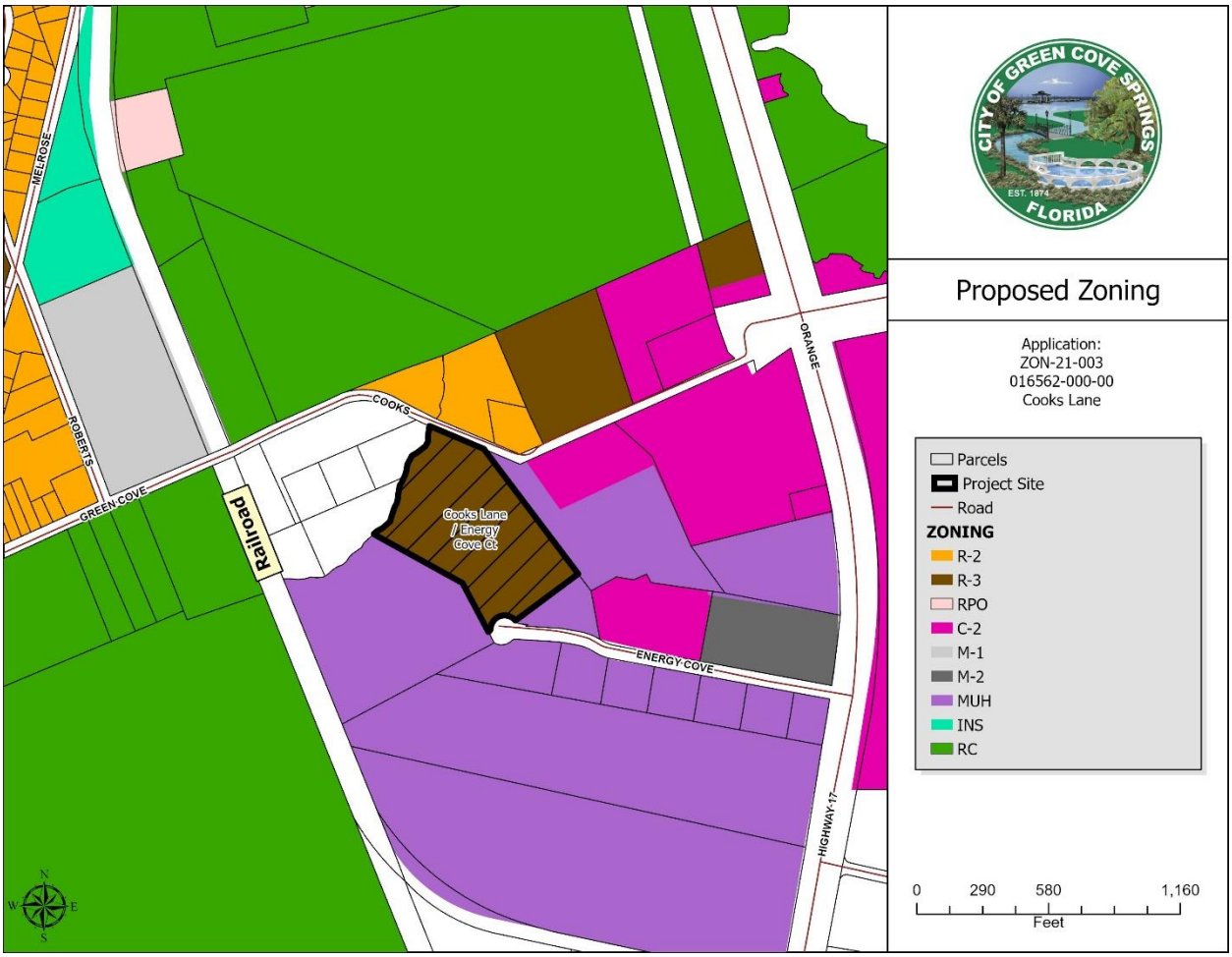
EXHIBIT "A"

Tax Parcel Number 38-06-26-016562-000

LEGAL DESCRIPTION

A parcel of land consisting of a portion of Lot 1. Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows: Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly extension thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet; thence North 28 degrees 08 minutes 50 seconds West, 321.70 feet to the point of beginning; thence South 28 degrees 08 minutes 50 seconds East, 267.48 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, an arc distance of 18.81 feet, said arc being subtended by a chord bearing and distance of North 32 degrees 39 minutes 00 seconds East, 18.01 feet; thence easterly, along the arc of a curve concave southerly and having a radius of 61.50 feet, an arc distance of 152.93 feet, said arc being subtended by a chord bearing and distance of North 74 degrees 45 minutes 35 seconds East, 116.46 feet; thence southeasterly, along the arc of a curve concave northeasterly and having a radius of 25.00 feet, an arc distance of 22.89 feet, said arc being subtended by a chord bearing and distance of South 60 degrees 13 minutes 41 seconds East, 22.10 feet; thence South 86 degrees 27 minutes 15 seconds East, 34.78 feet to the northwesterly line of those lands described in Official Records Book 3015, page 1253 of said public records; thence on said northwesterly line, North 61 degrees 51 minutes 10 seconds East, 328.23 feet; thence North 37 degrees 05 minutes 14 seconds West, 681.80 feet to the southwesterly line of Cooks Lane as per survey by Eiland & Associates for Alternate Energy Technologies, dated December 31, 2009; thence northwesterly, along said southwesterly line and along the arc of a curve concave northeasterly and having a radius of 210.00 feet, an arc distance of 29.21 feet, said arc being subtended by a chord bearing and distance of North 71 degrees 47 minutes 46 seconds West, 29.19 feet; thence continue along said southwesterly line, North 67 degrees 48 minutes 41 seconds West, 355 feet, more or less, to the centerline of Coventry Branch; thence southwesterly, along said centerline, 494 feet, more or less, to a point that bears North 61 degrees 09 minutes 18 seconds West, 407 feet, more or less, from the point of beginning; thence South 61 degrees 09 minutes 18 seconds East, 407 feet, more or less, to the point of beginning; being 9.4 acres, more or less, in area.

EXHIBIT "B"


MELROSE
ROBERTS
GREEN COVE
COOKS
Railroad
ORANGE
Cooks Lane / Energy Cove Ct
ENERGY COVE
HIGHWAY-17
CITY OF GREEN COVE SPRINGS
EST. 1874
FLORIDA
Proposed Zoning
Application:
ZON-21-003
016562-000-00
Cooks Lane
Parcels
Project Site
Road
ZONING
R-2
R-3
RPO
C-2
M-1
M-2
MUH
INS
RC
0
290
580
1,160
Feet

MAP OF

A parcel of land consisting of a portion of Lot 1. Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

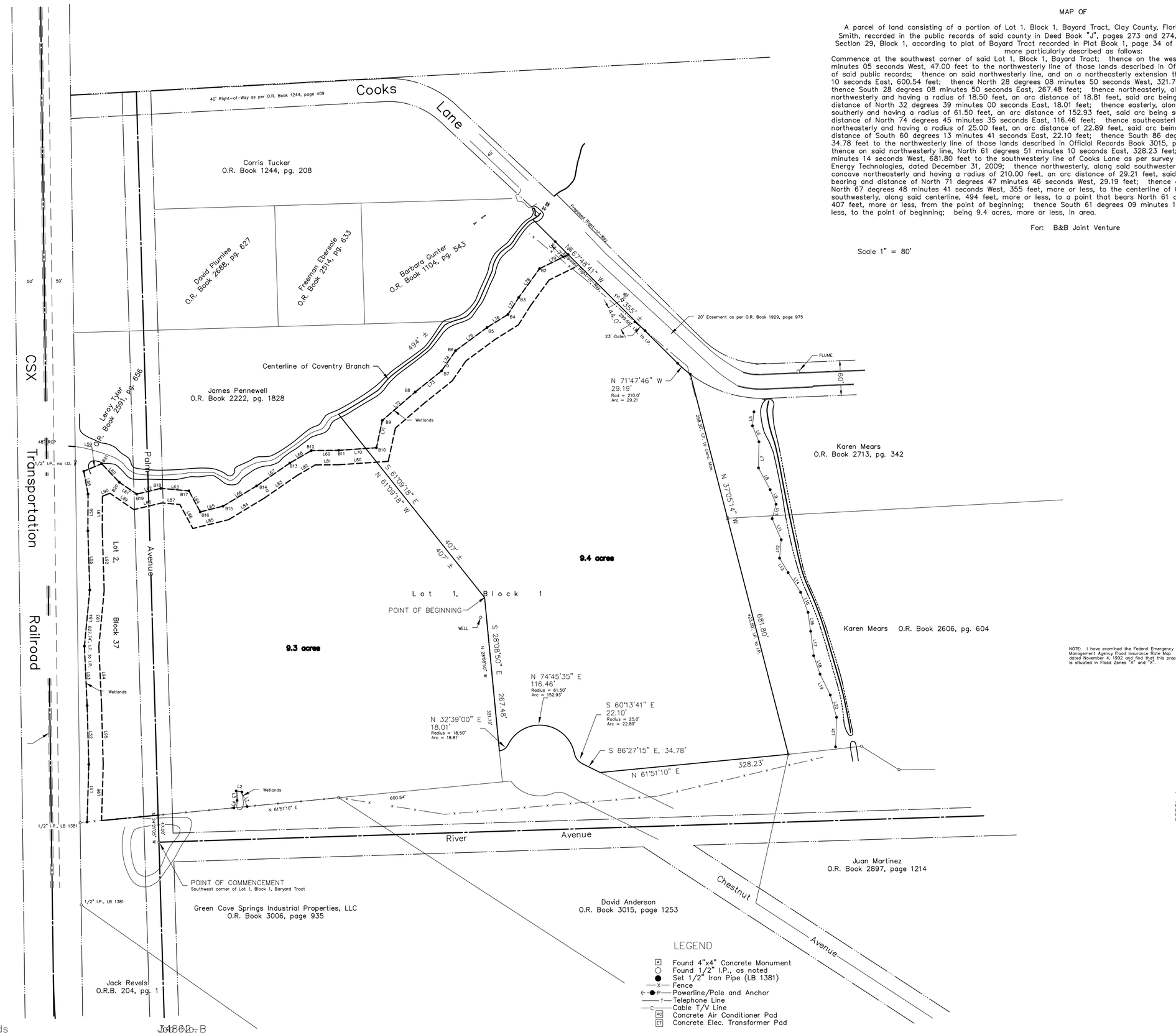
Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly extension thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet; thence North 28 degrees 08 minutes 50 seconds West, 321.70 feet to the point of beginning; thence South 28 degrees 08 minutes 50 seconds East, 267.48 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, an arc distance of 18.81 feet, said arc being subtended by a chord bearing and distance of North 32 degrees 39 minutes 00 seconds East, 18.01 feet; thence easterly, along the arc of a curve concave southerly and having a radius of 61.50 feet, an arc distance of 152.93 feet, said arc being subtended by a chord bearing and distance of North 74 degrees 45 minutes 35 seconds East, 116.46 feet; thence southeasterly, along the arc of a curve concave northeasterly and having a radius of 25.00 feet, an arc distance of 22.89 feet, said arc being subtended by a chord bearing and distance of South 60 degrees 13 minutes 41 seconds East, 22.10 feet; thence South 86 degrees 27 minutes 15 seconds East, 34.78 feet to the northwesterly line of those lands described in Official Records Book 3015, page 1253 of said public records; thence on said northwesterly line, North 61 degrees 51 minutes 10 seconds East, 328.23 feet; thence North 37 degrees 05 minutes 14 seconds West, 681.80 feet to the southwesterly line of Cooks Lane as per survey by Eiland & Associates for Alternate Energy Technologies, dated December 31, 2009; thence northwesterly, along said southwesterly line and along the arc of a curve concave northeasterly and having a radius of 29.21 feet, said arc being subtended by a chord bearing and distance of North 71 degrees 47 minutes 46 seconds West, 29.19 feet; thence continue along said southwesterly line, North 67 degrees 48 minutes 41 seconds West, 355 feet, more or less, to the centerline of Coventry Branch; thence southwesterly, along said centerline, 494 feet, more or less, to a point that bears North 61 degrees 09 minutes 18 seconds West, 407 feet, more or less, from the point of beginning; thence South 61 degrees 09 minutes 18 seconds East, 407 feet, more or less, to the point of beginning; being 9.4 acres, more or less, in area.

For: B&B Joint Venture

Scale 1" = 80'

November 1, 2010

LINE TABLE		
LINE	BEARING	LENGTH
L5	S16°23'19"E	24.57
L6	S44°46'56"E	29.87
L7	S21°40'12"E	45.42
L8	S50°52'06"E	42.81
L9	S44°44'19"E	27.39
L10	S07°13'24"E	25.89
L11	S45°55'42"E	39.98
L12	S17°22'18"E	32.11
L13	S53°15'45"E	29.17
L14	S54°58'09"E	40.53
L15	S42°54'06"E	37.17
L16	S30°39'14"E	33.09
L17	S29°33'40"E	42.78
L18	S41°45'11"E	33.92
L19	S48°46'57"E	40.39
L20	S38°21'06"E	40.12
L21	S20°43'27"E	51.35
L51	N20°56'23"W	100.03
L52	N24°15'19"W	102.38
L53	N25°17'09"W	102.88
L54	N17°11'18"W	98.25
L55	N24°28'42"W	102.80
L56	N22°19'04"W	63.97
L58	N33°18'55"W	40.29
L59	N44°27'11"E	33.70
L60	S66°15'22"E	44.46
L61	S78°21'59"E	36.62
L62	N53°56'27"E	42.97
L63	N72°27'01"E	49.08
L64	S50°48'10"E	41.38
L65	N53°27'26"E	40.76
L66	N36°12'12"E	68.04
L67	N32°47'55"E	70.20
L68	N37°15'22"E	43.17
L69	N66°51'03"E	47.47
L70	N63°28'22"E	65.69
L71	N10°27'49"W	48.69
L72	N26°34'02"E	75.37
L73	N28°41'46"E	58.61
L74	N12°09'32"E	42.73
L75	N31°00'01"E	67.87
L76	N35°16'14"E	42.91
L77	N09°44'59"E	34.68
L78	N13°12'25"E	61.75
L79	N41°04'26"E	55.55
L80	N63°28'22"E	65.26
L81	N66°51'03"E	41.60
L82	N37°15'22"E	35.60
L83	N32°47'55"E	69.97
L84	N36°12'12"E	72.57
L85	N53°27'26"E	64.00
L86	S50°48'10"E	47.32
L87	N72°27'01"E	31.51
L88	N53°56'27"E	49.94
L89	S78°22'14"E	50.33
L90	N46°01'05"E	13.96
L91	N22°19'04"W	59.91
L92	N24°28'42"W	103.93
L93	N17°11'18"W	98.07
L94	N25°17'09"W	101.34
L95	N24°15'19"W	103.33
L96	N20°56'23"W	97.60



NOTE: I have examined the Federal Emergency Management Agency Flood Insurance Rate Map dated November 4, 1992 and find that this property is situated in Flood Zones "A" and "X".

ABBREVIATIONS

AC Air Conditioner
BRL Building Restriction Line
ET Electric Transformer
FM Field Measurements
IP Iron Pipe

GENERAL NOTES

1. Bearings shown hereon are based on the record bearing of S 23°22'55" E for the easterly line of the CSX Transportation Railroad.
2. This map was based on documents provided and was not abstracted for easements, covenants or restrictions, title, overlaps, or other matters of record, or matters unrecorded by this surveyor.
3. Underground utilities serving or crossing this property have not been located or shown.
4. Easements shown hereon are for drainage and utilities unless noted otherwise.
5. This map was prepared for descriptive purposes only and does not represent an actual survey.

LEGEND

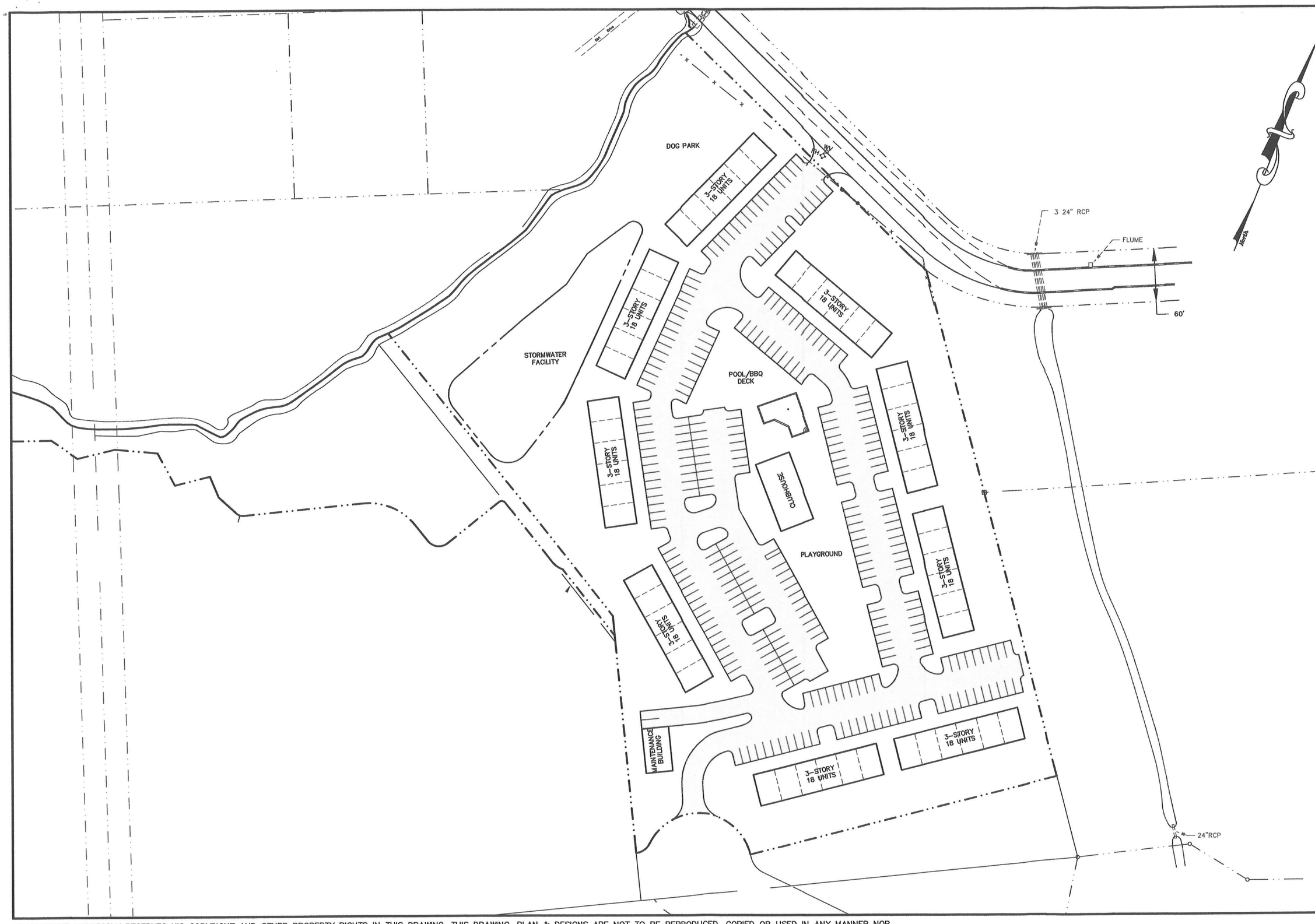
- Found 4"x4" Concrete Monument
- Found 1/2" I.P., as noted
- Set 1/2" Iron Pipe (LB 1381)
- —x— Fence
- —P— Powerline/Pole and Anchor
- —T— Telephone Line
- —C— Cable T/V Line
- AC Concrete Air Conditioner Pad
- ET Concrete Elec. Transformer Pad

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Harold T. Eiland
License No. LS 2518

Eiland & Associates, Inc.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1381
615 Blanding Boulevard
Orange Park, Florida 32065
Telephone 904-272-1000

FF No. 38:113-A3 Field Book Tds Job No. 38:113-B



COLIN D. GROFF, P.E.
REG. NO.

NO.	REVISIONS	BY	DATE

BLACK CREEK ENGINEERING, INC
1735 HAGANS RIDGE COURT
GREEN COVE SPRINGS, FLORIDA 32043
PHONE (904) 759-8500
AUTHORIZATION NO. 27946

MULTI-FAMILY DEVELOPMENT

ENERGY COVE COURT
CYOR STUDIO'S, INC.

CONCEPT PLANT

JOB NO. : 21-010
DATE: 07/01/2021
DRAWN BY : CdG
CHECKED BY : CdG
APPROVED BY : CdG
SCALE : 1"=40'

SHEET
4

THE DESIGNER EXPRESSLY RESERVES HIS COPYRIGHT AND OTHER PROPERTY RIGHTS IN THIS DRAWING. THIS DRAWING, PLAN & DESIGNS ARE NOT TO BE REPRODUCED, COPIED OR USED IN ANY MANNER NOR SHALL THEY BE DISTRIBUTED TO ANY OTHER PARTY THAN AS LISTED WITHOUT EXPRESSED WRITTEN PERMISSION AND CONSENT OF BLACK CREEK ENGINEERING, INC.

Harold T. Eiland
President

Eric V. Eiland
V. President

Eiland & Associates, Inc.
615 Blanding Blvd. Orange Park, Florida 32073
Phone (904) 272-1000 Fax 272-5443

December 8, 2011

Legal description for B&B GCS Joint Venture

Easement "A"

An easement for utilities covering a parcel of land situated in Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly projection thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet to a southwesterly line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said public records; thence on said west line, North 28 degrees 08 minutes 50 seconds West, 54.22 feet to the point of beginning; thence continue North 28 degrees 08 minutes 50 seconds West, 6.40 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 30.00 feet, and arc distance of 11.13 feet, said arc being subtended by a chord bearing and distance of North 14 degrees 36 minutes 38 seconds East, 11.07 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 71.5 feet, an arc distance of 173.93 feet to the northwesterly line of those lands described in Official Records Book 3293, page 222 of said public records, said arc being subtended by a chord bearing and distance of North 73 degrees 40 minutes 17 seconds East, 134.11 feet; thence on said northwesterly line, South 53 degrees 21 minutes 48 seconds West, 10.00 feet to the northeasterly line of said Energy Cove Court; thence southwesterly, along said northerly line, and along the arc of a curve concave southeasterly, an arc distance of 150.10 feet, said arc being subtended by a chord bearing and distance of South 73 degrees 26 minutes 28 seconds West, 115.52 feet; thence southwesterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, an arc distance of 18.18 feet to the

DEC 11 9:46AM

point of beginning, said arc being subtended by a chord bearing and distance of South 32 degrees 39 minutes 00 seconds West, 18.01 feet.

21DEC 11 9:46AM

Harold T. Eiland
President

Eric V. Eiland
V. President

Eiland & Associates, Inc.
615 Blanding Blvd. Orange Park, Florida 32073
Phone (904) 272-1000 Fax 272-5443

December 8, 2011

Legal description for B&B GCS Joint Venture

Easement "B"

An easement for utilities covering a parcel of land situated in Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly projection thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet to a southwesterly line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said public records; thence on said west line, North 28 degrees 08 minutes 50 seconds West, 39.63 feet to the point of beginning; thence South 62 degrees 04 minutes 41 seconds West, 82.86 feet; thence North 72 degrees 11 minutes 03 seconds West, 69.88 feet; thence North 25 degrees 06 minutes 28 seconds West, 209.38 feet; thence South 29 degrees 51 minutes 02 seconds West, 8.09 feet; thence North 60 degrees 08 minutes 58 seconds West, 15.00 feet; thence North 29 degrees 51 minutes 02 seconds East, 120.97 feet to the northeasterly line of those lands described in Official Records Book 3271, page 163 of said public records; thence on said northeasterly line, South 61 degrees 09 minutes 18 seconds East, 15.00 feet; thence South 29 degrees 51 minutes 02 seconds West, 94.82 feet; thence South 25 degrees 06 minutes 28 seconds East, 213.37 feet; thence South 72 degrees 11 minutes 03 seconds East, 57.02 feet; thence North 62 degrees 04 minutes 41 seconds East, 58.46 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 30.00 feet, an arc distance of 19.29 feet to said southwesterly line of Energy Cove Court, said arc being subtended by a chord bearing and distance of North 43 degrees 39 minutes 32 seconds East, 18.96 feet; thence on said southwesterly line, South 28 degrees 08 minutes 50 seconds East, 20.99 feet to the point of beginning.

21DEC 11 9:46AM

Harold T. Eiland
President

Eric V. Eiland
V. President

Eiland & Associates, Inc.
615 Blanding Blvd. Orange Park, Florida 32073
Phone (904) 272-1000 Fax 272-5443

December 8, 2011

Legal description for B&B GCS Joint Venture

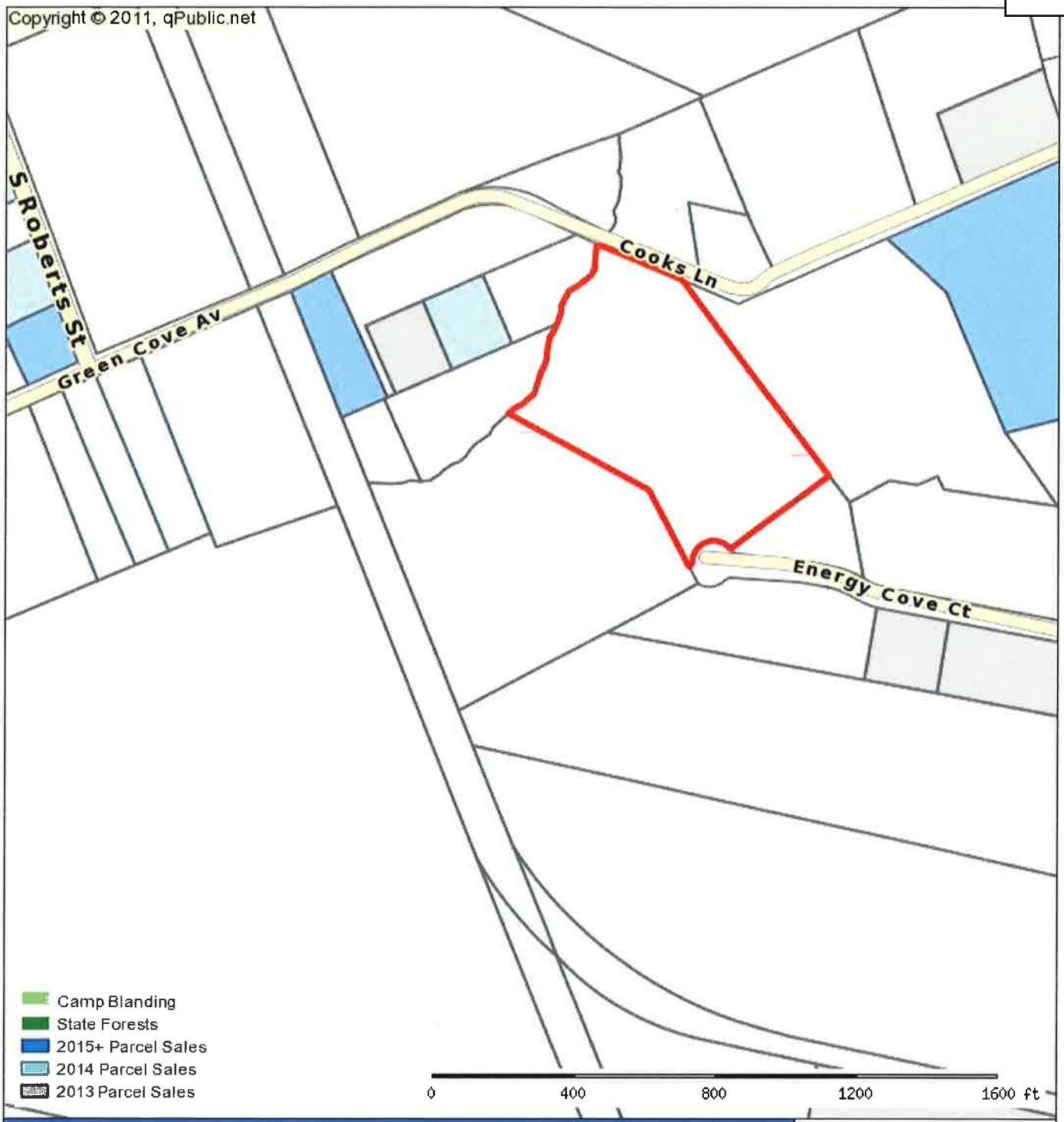
Easement "C"

An easement for utilities covering a parcel of land situated in Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the public records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said public records, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, North 24 degrees 21 minutes 05 seconds West, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly projection thereof, North 61 degrees 51 minutes 10 seconds East, 600.54 feet to a southwesterly line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said public records; thence on said west line, North 28 degrees 08 minutes 50 seconds West, 39.63 feet; thence South 62 degrees 04 minutes 41 seconds West, 82.86 feet; thence North 72 degrees 11 minutes 03 seconds West, 69.88 feet; thence North 25 degrees 06 minutes 28 seconds West, 209.38 feet; thence South 29 degrees 51 minutes 02 seconds West, 8.09 feet; thence North 60 degrees 08 minutes 58 seconds West, 15.00 feet; thence North 29 degrees 51 minutes 02 seconds East, 120.97 feet to the northeasterly line of those lands described in Official Records Book 3271, page 163 of said public records and the point of beginning; thence continue North 29 degrees 51 minutes 02 seconds East, 199.72 feet; thence North 57 degrees 51 minutes 10 seconds East, 254.30 feet; thence North 37 degrees 05 minutes 14 seconds West, 222.09 feet to the southwesterly line of Cooks Lane as survey prepared by Eiland & Associates, dated December 31, 2009; thence on said southwesterly line, South 67 degrees 48 minutes 41 seconds East, 26.19 feet; thence continue on said southwesterly line, and along the arc of a curve concave northeasterly and having a radius of 210.00 feet, an arc distance of 29.21 feet to the northeasterly line of those lands described in Official Records Book 3237, page 224 of said public records, said arc being subtended by a chord bearing and distance of South 71 degrees 47 minutes 46 seconds East, 29.18

DEC 11 9:46AM

feet; thence on said northeasterly line, South 37 degrees 05 minutes 14 seconds East, 203.73 feet; thence South 52 degrees 54 minutes 46 seconds West, 30.00 feet; thence North 37 degrees 05 minutes 14 seconds West, 13.10 feet; thence South 57 degrees 51 minutes 10 seconds West, 251.86 feet; thence South 29 degrees 51 minutes 02 seconds West, 195.72 feet to said northeasterly line of lands described in Official Records Book 3271, page 163; thence on said northeasterly line, North 61 degrees 09 minutes 18 seconds West, 15.00 feet to the point of beginning.

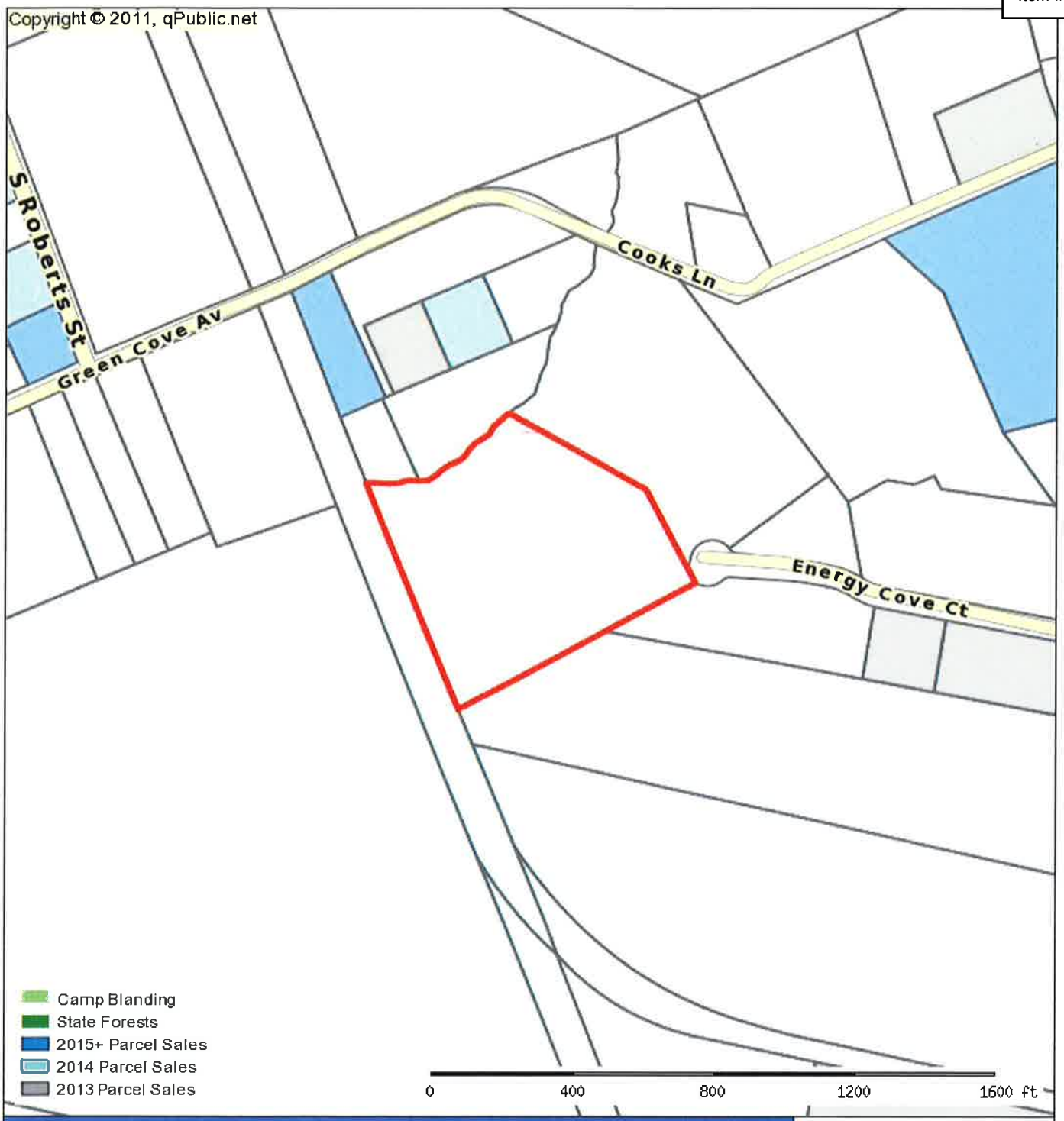


Clay County Appraiser			
Parcel: 38-06-26-016562-000-00 Acres: 8.707			
Name:	B&B GCS JOINT VENTURE	Land Value:	0
Site:	COOKS LN	Building Value:	0
Sale:	$250,000 on 08-2010 Reason=Y Qual=U	Misc Value:	0
Mail:	C/O BILLY WAGER 3838 RON RD GREEN COVE SPRINGS, FL 32043	Just Value:	217,675
		Assessed Value	1,436
		Exempt Value	0
		Taxable Value	1,436



The Clay County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CLAY COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---
Date printed: 01/26/16 : 14:51:26

Billy Byrom



Clay County Appraiser

Parcel: 38-06-26-016562-001-00 Acres: 9.2

Name:	ALTERNATE ENERGY TECHNOLOGIES	Land Value:	230,000
Site:	1345 ENERGY COVE CT	Building Value:	1,692,747
Sale:	$320,000 on 05-2010 Reason=Y Qual=Q	Misc Value:	246,097
Mail:	LLC 1345 ENERGY COVE CT GREEN COVE SPRINGS, FL 320434307	Just Value:	2,168,844
		Assessed Value	2,168,844
		Exempt Value	0
		Taxable Value	2,168,844



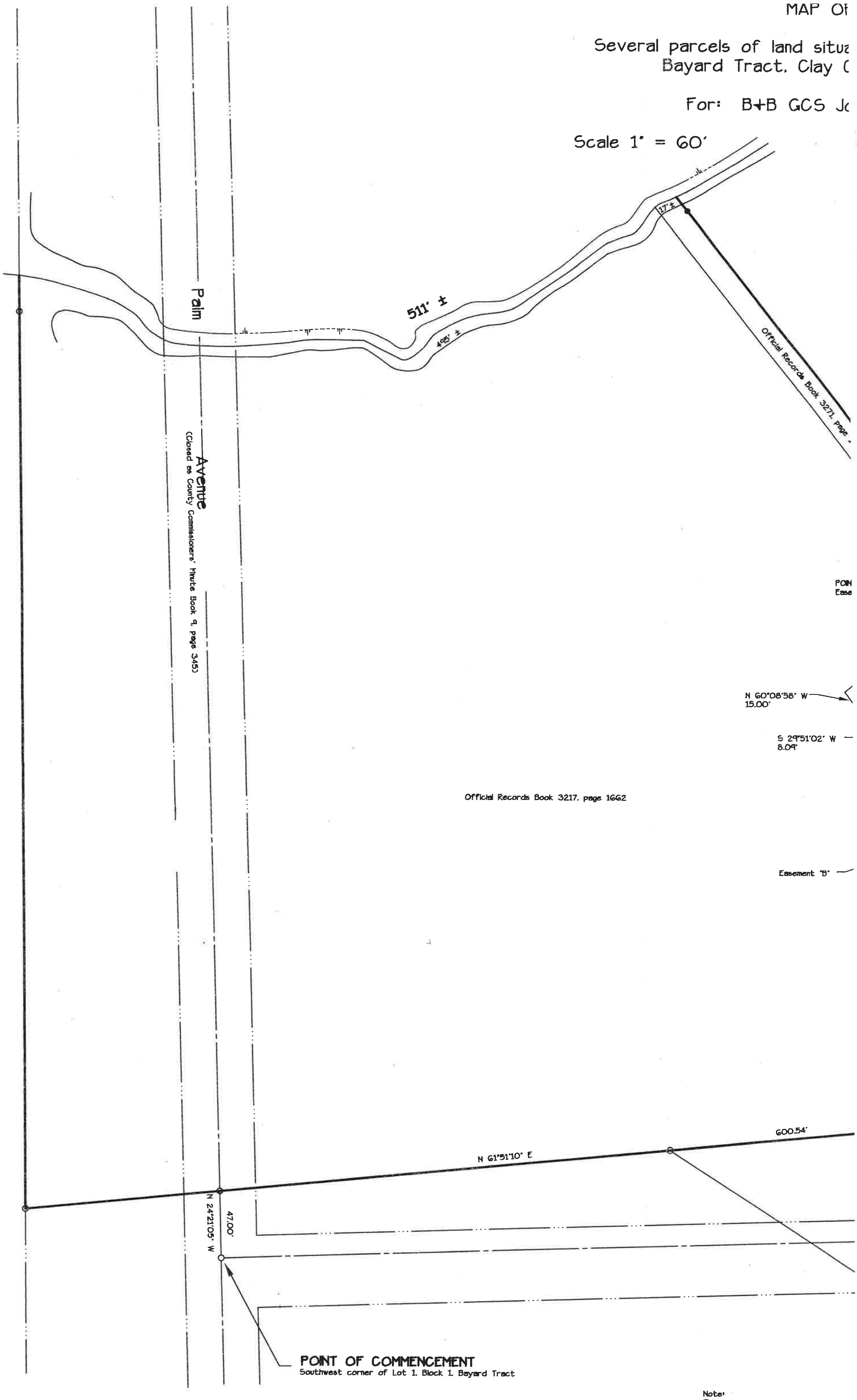
The Clay County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CLAY COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---
Date printed: 01/26/18 : 14:50:59

MAP Of

Several parcels of land situa
Bayard Tract. Clay C

For: B+B GCS Jc

Scale 1" = 60'

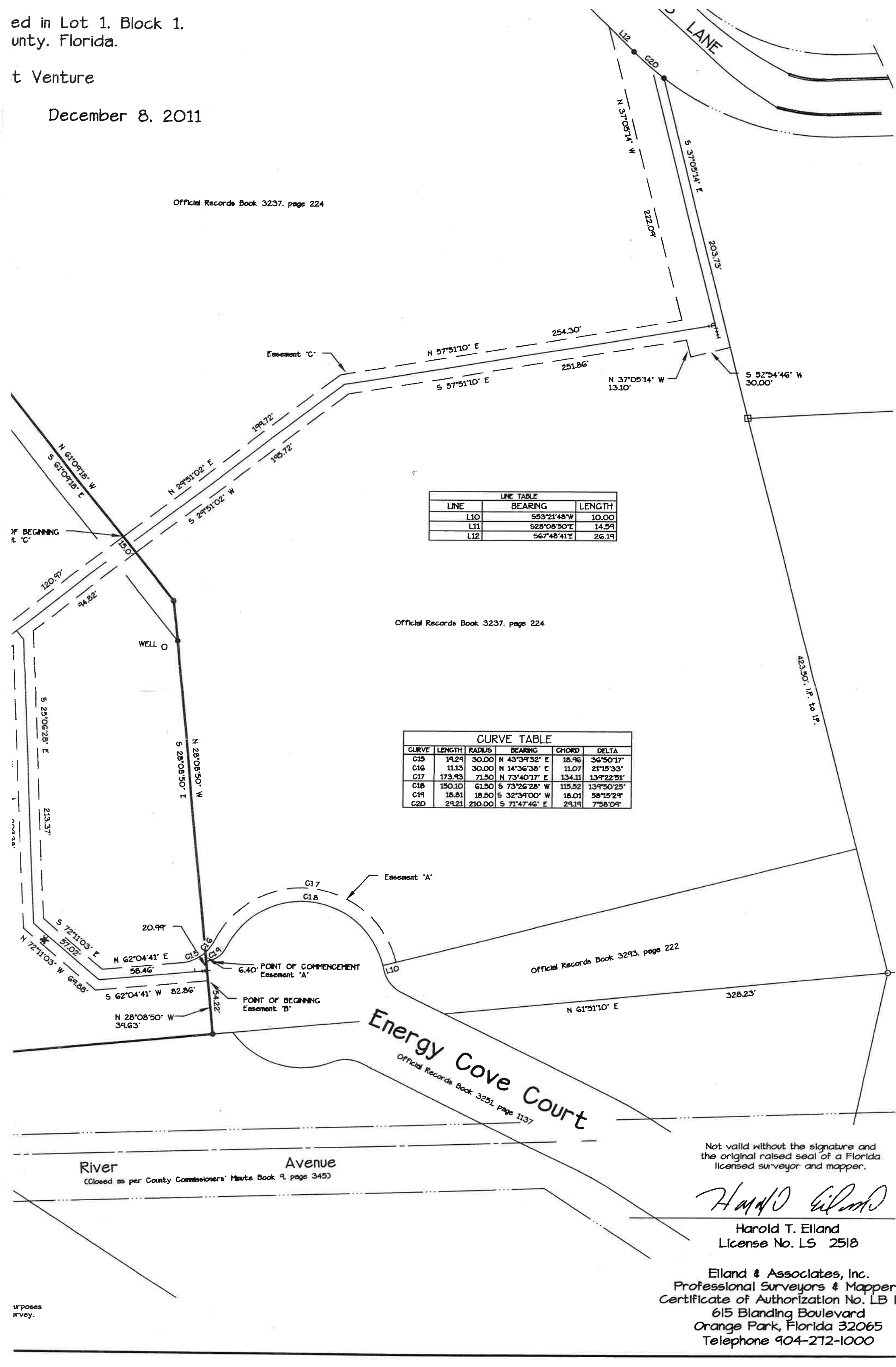


Note:
This map was prepared for descriptiv
only and does not represent an actu

ed in Lot 1. Block 1.
unty. Florida.

t Venture

December 8. 2011



LINE TABLE		
LINE	BEARING	LENGTH
L10	S53°21'48"W	10.00
L11	S28°08'50"E	14.59
L12	S67°48'41"E	26.19

Official Records Book 3237, page 224

CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C15	19.29	30.00	N 43°39'32" E	18.96	36°50'17"
C16	11.13	30.00	N 14°36'38" E	11.07	21°15'33"
C17	173.93	71.50	N 73°40'17" E	134.11	139°22'31"
C18	150.10	61.50	S 73°26'28" W	115.52	139°50'25"
C19	18.81	18.50	S 32°39'00" W	18.01	58°15'29"
C20	29.21	210.00	S 71°47'46" E	29.19	7°58'09"

urposes
urvey.

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Harold T. Elland
License No. LS 2518

Elland & Associates, Inc.
Professional Surveyors & Mapper
Certificate of Authorization No. LB
615 Blanding Boulevard
Orange Park, Florida 32065
Telephone 904-272-1000

FOR OFFICE USE ONLY

P Z File #_____

Application Fee:_____

Filing Date: _____Acceptance Date:_____

Review Date: SRDT_____ P & Z _____ CC _____

Rezoning Application

A. PROJECT

1. Project Name: Proposed Multi-Family Development
2. Address of Subject Property: 1300 Energy Cove Court
3. Parcel ID Number(s): 38-06-26-016562-000-00
4. Existing Use of Property: Vacant
5. Future Land Use Map Designation : MUH
6. Existing Zoning Designation: MUH C-2/M-2 - Mixed Use Highway
7. Proposed Zoning Designation: R3
8. Acreage: 8.71

B. APPLICANT

1. Applicant's Status ☐Owner (title holder) ☒Agent
2. Name of Applicant(s) or Contact Person(s): Colin D. Groff Title: P.E.
   Company (if applicable): Black Creek Engineering, Inc
   Mailing address: 3900 Paso Fino Road
   City: Green Cove Springs State: Florida ZIP: 32043
   Telephone: (904) 759-8930 FAX: (___)_____ e-mail: cdgroff@bellsouth.net
3. If the applicant is agent for the property owner*
   Name of Owner (titleholder):): B&B GCS Joint Venture, C/O John R Smith Jr
   Mailing address: 1 Independent Drive
   City: Jacksonville State: Florida ZIP: 32202
   Telephone: (___)_____ FAX: (___)_____ e-mail: jsmith@smithhulsey.com

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

C. ADDITIONAL INFORMATION

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

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

D. ATTACHMENTS

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

    a. $750 plus $20 per acre over 5

    b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

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

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

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

Signature of Applicant

Colin D. Groff, P.E.
Typed or printed name and title of applicant

7/12/2021
Date

Signature of Co-applicant

Typed or printed name of co-applicant

Date

State of Florida County of Clay

The foregoing application is acknowledged before me this 15 day of July, 2021 by Colin Groff, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

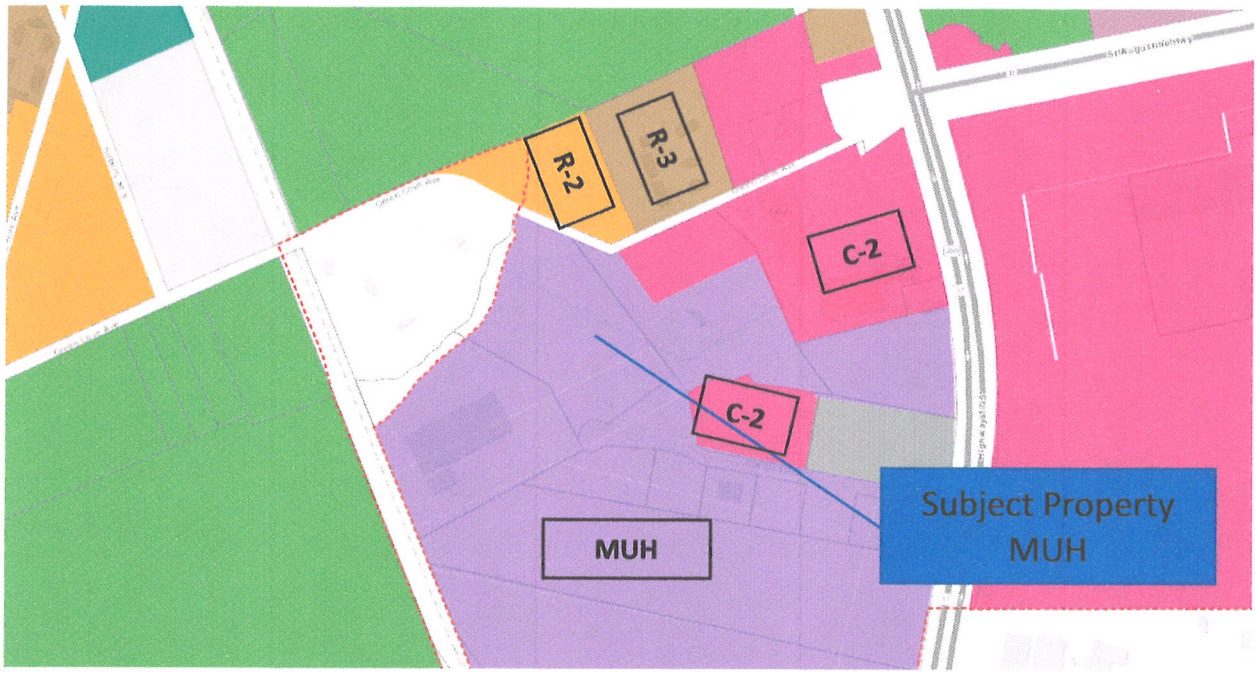
Signature of Notary Public, State of Florida

KIMBERLEY S. FARNSWORTH
Notary Public-State of Florida
Commission # GG 961616
My Commission Expires
March 03, 2024

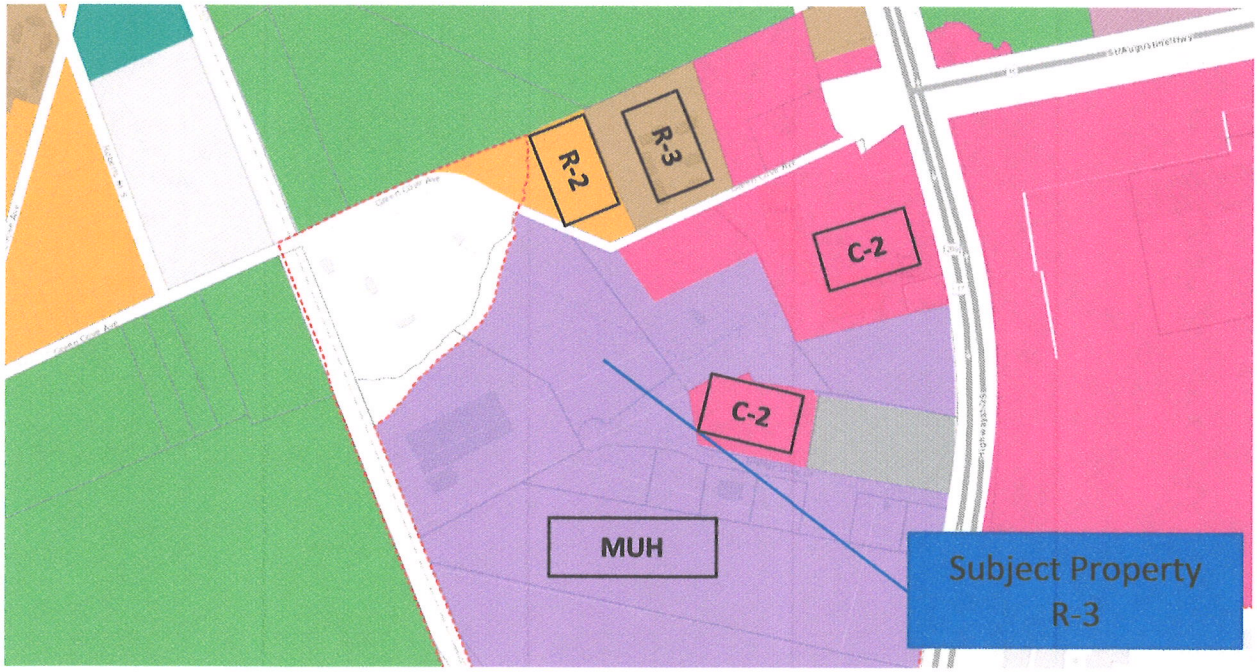
Statement of Proposed Zoning Change:

Parcel #38-06-26-016562-000-00 located at 1300 Energy Cove Court has a current zoning designation of MUH The applicant is proposing a change in zoning to R-3 to allow a multi-family development to be constructed that would be compatible with the surrounding zoning.

Current Zoning Map:



Proposed Zoning Map:



PROPERTY OWNER AFFIDAVIT

Owner Name: B&B GCS Joint Venture, C/O John R Smith Jr	
Address: 1 Independent Drive	Phone:
Agent Name: Colin D. Groff, P.E.	
Address: 3900 Paso Fino Road, Green Cove Springs, Fl 32043	Phone: 904 759-8930
Parcel No.: 38-06-26-016562-000-00	
Requested Action: Colin D. Groff, P.E., Black Creek Engineering, Inc. will act as the owners agent for the above listed parcel for work associated with the purchase and sale agreement with CYOR Studios, Inc.	

I hereby certify that:

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

Property owner signature: John R Smith Jr

Printed name: John R. Smith Jr.

Date: 7/15/21

The foregoing affidavit is acknowledged before me this 15th day of July, 2021, by John R. Smith, Jr., who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

CAROLYN LOBERGER
Commission # HH 069708
Expires January 18, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Carolyn Loberger
Signature of Notary Public, State of Florida

docusign signature verification: dap.dsn.AA4qbaE4c4y

VACANT LAND
PURCHASE AND SALE AGREEMENT
COPYRIGHTED BY AND SUGGESTED FOR USE BY THE MEMBERS OF THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.

CYOR Studios Inc. _____ ("BUYER/PURCHASER") name(s) as reflected on government-issued photo ID and **marital status** if individual(s)) and B&B GCS Joint Venture _____ ("SELLER"), (name(s) as reflected on deed or government-issued photo ID and **marital status** if individual(s)), which terms may be singular or plural and include the successors, personal representatives and assigns of BUYER and SELLER, hereby agree that SELLER will sell and BUYER will buy the following described property with all improvements ("the Property"), upon the following terms and conditions and as completed or marked. In any conflict of terms or conditions, that which is added will supersede that which is printed or marked.

PROPERTY DESCRIPTION:

(a) Street address, city, zip code: Cooks Lane _____

(b) The Property is located in Clay County, Florida. Property Tax ID No: 38-06-26-016562-000-00

(c) Legal description of the Real Property (if lengthy, see attached legal description): _____

The Property will be conveyed by statutory general warranty deed, trustee's, personal representative's or guardian's deed as appropriate to the status of SELLER (unless otherwise required herein), subject to current taxes, existing zoning, recorded restrictive covenants governing the Property, and easements of record which do not adversely affect marketable title. **Under Florida law financing of the BUYER's principal residence requires BUYER and BUYER's spouse to sign the mortgage(s). Under Florida law the sale of a principal residence requires SELLER's spouse to sign the deed even if the spouse's name is not on SELLER's present deed.**

1. PURCHASE PRICE to be paid by BUYER is payable as follows:

(A) Binder deposit ☐ is paid herewith, or, ☑ is due within 3 days after date of acceptance which will remain a binder until closing unless sooner disbursed according to the provisions of this Agreement. If neither box is marked, binder deposit is to be paid herewith. $ 10000.00

(B) Additional binder deposit due on or before _____ or 90 days after date of acceptance of this Agreement $ 10000.00

(C) Proceeds of a note and mortgage to be executed by BUYER to any lender other than SELLER (base loan amount excluding financed closing costs) $ _____

(D) Seller financing by note and mortgage executed by BUYER to SELLER (Requires use of Seller Financing Addendum) $ _____

(E) Balance due at closing (not including BUYER's closing costs, prepaid items or prorations) by wire transfer or, if allowed by settlement agent, by cashier's or official check drawn on a United States banking institution $ _____

(F) **PURCHASE PRICE** $799000.00

(G) ☐ **Purchase Price Based on Units** (Complete only if Purchase Price will be based on a per unit price instead of a fixed sales price). The unit used to determine the Purchase Price is

☐ Acre
☐ Square foot
☐ Other (specify _____) prorating areas of less than a full unit. The Purchase Price will be $ _____ per unit and adjusted at closing based on a calculation of the units of the Property as certified to BUYER and SELLER by a Florida-licensed surveyor in accordance with Paragraph 5 of this Agreement. The following rights of way and other areas within the Property will be excluded from the calculation of units: _____

dotloop signature verification: dtlp.us/rr-AA-qSuE-Hc-ly

Binder deposit to be held by:
Name: _____
Address: _____
Phone: _____ Fax: _____ E-mail: _____

Note: In the event of a dispute between BUYER and SELLER regarding entitlement to the binder deposit(s) held by an attorney or title insurance agency, Broker's resolution remedies referenced in paragraph 12(A) hereof are not available.

2. **FINANCING INFORMATION:** BUYER intends to finance this transaction as follows:

☑ cash
☐ loan without financing contingency
☐ loan as marked below with financing contingency. Loan Approval ☐ is ☐ is not conditioned upon the closing of the sale of other real property owned by BUYER. If neither box is marked, then Loan Approval is not conditioned upon the closing of the sale of other real property owned by BUYER.
☐ seller financing (If marked see applicable SELLER FINANCING ADDENDUM attached hereto and made a part hereof).

APPLICATION: Within _____ days (5 days if left blank) after date of acceptance of this Agreement, BUYER will complete the application process for mortgage loan(s). BUYER will timely furnish any and all credit, employment, financial, and other information required by lender sufficient to generate a Loan Estimate or similar closing cost estimate, pay all fees require by BUYER's lender and make a continuing and diligent effort to obtain loan approval, **otherwise, BUYER is in default.** BUYER hereby authorizes BUYER's lender to disclose information regarding the status, progress, and conditions of loan application and loan approval to SELLER, SELLER's attorney, Broker(s) to this transaction, and the closing attorney/settlement agent. **BUYER and SELLER hereby further authorize BUYER's lender and the closing attorney/settlement agent to provide a copy of the combined settlement statement and the BUYER and SELLER Closing Disclosures to Broker(s) to this transaction when provided to BUYER and SELLER, both before and at closing (consummation).**

Unless the mortgage loan is approved within _____ days (45 days if left blank) after date of acceptance of this Agreement without contingencies other than lender-required repairs/replacements/treatments, marketable title and survey, herein after called the **Loan Approval Period**. **BUYER shall have 5 days thereafter to terminate this Agreement by written notice to the SELLER or be deemed to have waived the financing contingency.**

If BUYER does not terminate this Agreement within said 5 day period, neither BUYER nor SELLER shall have the right to terminate this Agreement under this paragraph, the binder deposit shall not be refundable because of BUYER's failure to obtain financing, and this Agreement shall continue through date of closing.

3. **TITLE EXAMINATION AND DATE OF CLOSING:**

(A) If title evidence and survey, as specified below, show SELLER is vested with marketable title, including legal access, the transaction will be closed and the deed and other closing papers delivered on or before (**mark only one box**):

☐ _____ days (15 days if left blank) after the **Loan Approval Period**, or
☐ _____ (specific date), or
☑ 30 days after date of acceptance of this Agreement, **unless extended by other conditions of this Agreement.**

Marketable title means title which a Florida title insurer will insure as marketable at its regular rates and subject only to matters to be cured at closing and the usual exceptions such as survey, current taxes, zoning ordinances, covenants, restrictions, and easements of record which do not adversely affect marketable title. From the date of acceptance of this Agreement through closing, SELLER will not take or allow any action to be taken that alters or changes the status of title to the Property.

(B) **Extension of Date of Closing:**
If closing cannot occur by the date of closing due to Consumer Financial Protection Bureau (CFPB) delivery requirements, the date of closing shall be extended for the period necessary to satisfy CFPB delivery requirements, not to exceed 10 days. If extreme weather, act of God, act of terrorism or war ("force majeure") prevents any obligation under this Agreement from being performed or causes the unavailability of insurance, all time periods, including the date of closing, will be extended for the period of time that any of the above prevents performance of any obligation under this Agreement, but in no event more than 5 days after restoration of services essential to the closing process and availability of applicable insurance. If force majeure prevents performance of any obligation under this

docusign signature verification: dsp.docu AA4qsdE-R4y

Agreement for more than 30 days beyond the date of closing, BUYER or SELLER may terminate this Agreement by delivering written notice to the other party.

If title evidence or survey reveals any defects which render title unmarketable, or if the Property is not in compliance with governmental regulations/permitting, BUYER or closing agent will have 5 days from receipt of title commitment, survey or written evidence of any permitting/regulatory regulation issue to notify SELLER in writing of such defects. SELLER agrees to use reasonable diligence to cure such defects at SELLER's expense and will have 30 days to do so, in which event this transaction will be closed within 10 days after delivery to BUYER of evidence that such defects have been cured but not sooner than the date of closing. SELLER agrees to pay for and discharge all due and delinquent taxes, liens and other monetary encumbrances, unless otherwise agreed in writing. If SELLER is unable to convey marketable title, or to cure permitting/regulatory issues, BUYER will have the right to either terminate this Agreement, or to accept the Property as SELLER is able to convey, and to close this transaction upon the terms stated herein, which election must be exercised within 10 days after BUYER's receipt of SELLER's written notice of SELLER's inability to cure.

4. **TITLE EVIDENCE:** Mark to designate the party responsible to provide title commitment

☑ **SELLER to provide**: Within 30 days (20 days if left blank) after date of acceptance of this Agreement, SELLER will deliver to BUYER a title insurance commitment for an owner's policy in the amount of the Purchase Price, together with legible copies of all Schedule B-II title exceptions. Subject to paragraph 3(b) above, any expense of curing title defects such as, but not limited to, legal fees, discharge of liens and recording fees will be paid by SELLER. If requested, SELLER will also provide (at BUYER's expense) at or prior to closing a simultaneous title insurance commitment for a mortgage policy.

☐ **BUYER to obtain**: During the Inspection Period BUYER shall obtain and deliver a copy to SELLER:
☐ Title insurance commitment for an owner's policy in the amount of the Purchase Price, together with legible copies of all Schedule B-I requirements and B-II exceptions and/or ☐ Title insurance commitment for mortgage policy in the amount of the new mortgage together with legible copies of all Schedule B-I requirements and B-II exceptions. Subject to paragraph 11(B) below, any expense of curing title defects such as, but not limited to, legal fees, discharge of liens and recording fees will be paid by SELLER. From date of acceptance of this Agreement to closing, SELLER will not take or allow any action to be taken that alters or changes the status of title to the Property.

5. **SURVEY**: Mark to designate the party responsible to provide survey

☑ **SELLER to provide**: Within ___ days (20 days if left blank) after date of acceptance of this Agreement, SELLER will deliver to BUYER:
☐ A new staked boundary survey of the Property dated within 3 months of closing showing all improvements, certified to SELLER, BUYER, lender and the title insurer; or
☑ A copy of a previously made survey of the Property showing all existing improvements and sufficient to allow removal of the survey exceptions from the title insurance commitment **or, if insufficient, then a new staked survey is required**; or
☐ No survey is required.
If a surveyor's flood elevation certificate is required, BUYER shall pay for it.

☐ **BUYER to obtain**: During the Inspection Period BUYER may obtain and, if obtained, shall deliver a copy to SELLER, a new staked survey of the Property dated within 3 months of closing showing all improvements, certified to SELLER, BUYER, lender, and the title insurer. Upon receipt of the title insurance commitment, the party providing the boundary survey shall provide a copy of the title insurance commitment together with all Schedule B-II title exceptions to the surveyor for inclusion on the survey. Any costs associated therewith shall be paid by the party paying for the boundary survey. The cost and expense of the boundary survey shall be paid for by the party designated in paragraph 8 or 9 of this Agreement. Any survey services other than for the boundary survey and title exceptions inclusion shall be paid for by the BUYER, such as, but not limited to, wetlands delineation, topographical or tree survey. If the Purchase Price is based on a per unit price instead of a fixed price, the survey shall be obtained and shall provide and certify the unit calculation needed pursuant to paragraph 1(G).
If surveyor's flood elevation certificate is required, BUYER shall pay for it.

6. **LOSS, DAMAGE OR EMINENT DOMAIN:** SELLER shall bear the risk of loss to the Property until closing. If any of the Property is materially damaged or altered by casualty before closing, or SELLER negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, SELLER will promptly notify BUYER in writing. Either BUYER or SELLER may cancel this Agreement by written notice to the other within 10 days from BUYER's receipt of SELLER's notification, failing which BUYER will close in accordance with this Agreement and receive all payments made by the governmental authority or insurance company, if any.

dotloop signature verification: dlp:dsm-AA4qsaEHey

7. **PRORATIONS:** All taxes, rents, homeowners' association fees, solid waste collection/recycling/dis fees, stormwater fees, and Community Development District (CDD) fees will be prorated through th before closing based on the most recent information available to the closing attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day of closing shall belong to BUYER. Any proration based on an estimate shall be reprorated at the request of either party upon receipt of the actual bill based on the maximum discount available.
PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY UPON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

8. **BUYER WILL PAY:**

(A) CLOSING COSTS:

- [x] Recording fees
- [ ] Intangible tax
- [ ] Note stamps
- [ ] Simultaneous mortgagee title insurance policy
- [ ] Title insurance endorsements
- [ ] Lender's flood certification fees
- [ ] Mortgage origination charges
- [ ] Appraisal fee
- [ ] Credit report(s)
- [ ] Tax service fee
- [ ] Other _____

- [ ] Mortgage insurance premium
- [ ] Mortgage discount not to exceed _____
- [ ] Survey
- [ ] Closing attorney/settlement fee
- [x] BUYER's courier/wire fees
- [ ] Title search
- [x] Broker transaction Fee $295.00
- [ ] Mortgage transfer and assumption charges
- [x] Inspection and reinspection fees

(B) All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by law or regulation, **together with lender related settlement/title service fees charged to process, close and post close BUYER's loan(s).**

(C) Homeowners' association application/transfer fees and capital contributions, if required.

(D) PREPAIDS: Prepaid hazard, flood and wind insurance, taxes, interest and mortgage insurance premiums if required by the lender.

9. **SELLER WILL PAY:**

(A) CLOSING COSTS:

- [x] Deed stamps
- [x] Owner's title insurance policy
- [x] Title search
- [x] Closing attorney/settlement fee
- [x] Survey
- [x] Satisfaction of mortgage and recording fee
- [ ] Other _____

- [ ] Mortgage discount not to exceed _____
- [ ] Appraisal fee
- [x] SELLER's courier/wire fees
- [ ] Municipal Lien Search

(B) Real estate commission and broker transaction fee pursuant to the listing agreement.

(C) Homeowners' Association estoppel/statement fees, payable upon request by the closing attorney/settlement agent.

(D) All other charges required by lender(s) in connection with the BUYER's loan(s), which BUYER is prohibited from paying by law or regulation.

(E) If SELLER agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph 8(A)** and those specified in paragraphs 8(B), 8(C) and 8(D).

(F) All mortgage payments, homeowners' association fees and assessments, Community Development Fees (CDD fees) and government special assessments due and payable shall be paid current at SELLER's expense at the time of closing.

(G) Public Body Special Assessments. At closing, SELLER will pay: (i) the full amount of liens imposed by a public body that are certified, confirmed and ratified before the date of closing not payable in installments; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially completed as of date of acceptance of this Agreement but that has not resulted in a lien being imposed on the Property before closing. "Public body" does not include homeowners' association or CDD fees.

dotloop signature verification: dtlp.us/rr-AA-qSuL-Rc4y

If public body special assessments may be paid in installments (Mark only one box)

☑ BUYER shall pay installments due after date of closing.

☐ SELLER will pay the assessment in full prior to or at the time of closing.

IF NEITHER BOX IS MARKED THEN BUYER SHALL PAY INSTALLMENTS DUE AFTER DATE OF CLOSING. This paragraph 9(G) shall not apply to liens imposed by a Community Development District created by Florida Statutes 190. The special benefit tax assessment imposed by a Community Development District shall be treated as an ad valorem tax.

10. **DEFAULT:**

(A) If BUYER defaults under this Agreement, all binder deposit(s) paid and agreed to be paid (after deduction of unpaid closing costs incurred except inspection fee(s), credit report and appraisal fees) will be retained by SELLER as agreed upon liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims. BUYER and SELLER will then be relieved of all obligations to each other under this Agreement except for BUYER's responsibility for damages caused during inspections as described in paragraph 14.

(B) If SELLER defaults under this Agreement, BUYER may either: (i) seek specific performance; or (ii) elect to receive the return of BUYER's binder deposit(s) without thereby waiving any action for damages resulting from SELLER's default.

(C) Binder deposit(s) retained by SELLER as liquidated damages will be distributed pursuant to the terms of the listing agreement and this Agreement.

11. **NON-DEFAULT PAYMENT OF EXPENSES:**

(A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of BUYER with costs deducted from the binder deposit(s) and the remainder of the binder deposit(s) shall be returned to BUYER. This will include but not be limited to the transaction not closing because BUYER does not obtain the required financing as provided in this Agreement or BUYER invokes BUYER's right to terminate under any contingency in this Agreement; however, if Buyer elects to terminate this Agreement pursuant to paragraph 2 and 14, each party will be responsible for all loan and sale processing costs specified to be paid by that party, except all inspections, including WDO Report, which shall be paid by BUYER.

(B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of SELLER, and BUYER will be entitled to the return of the binder deposit(s). This will include the transaction not closing because SELLER cannot deliver marketable title, or, is unable to cure permitting/regulatory compliance issues, but shall not include failure to appraise or termination pursuant to paragraph 14.

12. **BINDER DISPUTE, WAIVER OF JURY TRIAL AND ATTORNEY FEES:**

(A) In the event of a dispute between BUYER and SELLER as to entitlement to the binder deposit(s), the holder of the binder deposit(s) may file an interpleader action in accordance with applicable law to determine entitlement to the binder deposit(s), and the interpleader's attorney's fees and costs shall be deducted and paid from the binder deposit(s) and assessed against the non-prevailing party, or the broker holding the binder deposit(s) may request the issuance of an escrow disbursement order from the Florida Division of Real Estate. In either event, BUYER and SELLER agree to be bound thereby, and shall indemnify and hold harmless the holder of the binder deposit(s) from all costs, attorney's fees and damages upon disbursement in accordance therewith.

(B) All controversies and claims between BUYER, SELLER or Broker, directly or indirectly, arising out of or relating to this Agreement or this transaction will be determined by non-jury trial. BUYER, SELLER and Broker, jointly and severally, knowingly, voluntarily and intentionally waive any and all rights to a trial by jury in any litigation, action or proceeding involving BUYER, SELLER or Broker, whether arising directly or indirectly from this Agreement or this transaction or relating thereto. Each party will be liable for their own costs and attorney's fees except for interpleader's attorney's fees and costs which shall be payable as set forth in paragraph 12(A).

13. **PROPERTY DISCLOSURE:** SELLER does hereby represent that SELLER has legal authority and capacity to convey the Property, and that no other person or entity has an ownership interest in the Property. SELLER represents that SELLER has no knowledge of facts materially affecting the value of the Property other than those which BUYER can readily observe

except: _____

_____

_____.

docusign signature verification: DS:USA-AA4QUE4R4Y

SELLER further represents that the Property is not now and will not be prior to date of closing subject to municipal or county code enforcement proceeding and that no citation has been issued **except:** _____

_____.

If the Property is or becomes subject to such a proceeding prior to date of closing, SELLER shall comply with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes, SELLER shall be responsible for compliance with applicable code and all orders issued in such proceeding unless otherwise agreed herein. SELLER has received no written or verbal notice from any governmental entity as to uncorrected environmental, regulatory/permitting, or safety code violations, and SELLER has no knowledge of any repairs or improvements made to the Property not then in compliance with governmental regulations/permitting **except:** _____

_____.

AIRPORT NOTICE ZONES: If the Property is in Noise Zones A, B and/or an Airport Notice Zone, BUYER and SELLER agree to comply with the City of Jacksonville Ordinance Code Section 656.1010.

14. **MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition until closing, except for normal wear and tear, and SELLER will not engage in or permit any activity that would materially alter the Property's condition without the BUYER's prior written consent. If BUYER elects not to have inspections and investigations performed, BUYER accepts the Property in its "**AS IS**" condition as of the date of acceptance of this Agreement. BUYER will be responsible for repair of all damages to the Property resulting from inspections and investigations, and BUYER will return the Property to its pre-inspection condition. These obligations shall survive termination of this agreement.

(A) **Inspection of the Property. Mark (1) or (2) below to designate whether an Inspection Period applies. If neither box is marked, the Inspection Period DOES NOT apply**.

(1) ☐ **No Inspection Period.** BUYER is satisfied that the Property is suitable for BUYER's intended use, including, but not limited to, (i) the zoning and any proposed zoning changes for the Property, (ii) the subdivision, deed or other restrictions that affect the Property, (iii) the status of any moratorium on the Property, (iv) the availability of concurrency for the Property, (v) the availability of utilities, (vi) whether the Property can be legally used for BUYER's intended use, (vii) the condition of the Property, and (viii) all other matters concerning BUYER's intended use of the Property. This Agreement is NOT contingent on BUYER conducting any further investigations.

(2) ☑ **Inspection Period.** BUYER may, at BUYER's expense, until 5:00 p.m., on ☐ _____ _____ (date) or ☐ 180 days (30 days, if left blank) after date of acceptance of this Agreement (the "Inspection Period") perform such due diligence on, investigate and inspect the Property, to determine whether or not the same is satisfactory to BUYER, in BUYER's sole and absolute discretion. During the Inspection Period, BUYER may conduct such tests and inspections as BUYER may desire including, but not limited to, appraisals of the Property, title and survey examination, soil testings and/or borings, permitting, municipal lien searches, site plan and other determinations, for BUYER's intended or potential use of the Property. During such Inspection Period, BUYER will be provided access to the Property to, among other things, inspect the Property, determine the condition thereof, verify zoning, conduct engineering and environmental studies, feasibility tests, determine use under zoning or the proposed comprehensive land use plan, test for hazardous materials, and to determine the availability of water, sewer and other utilities.

If BUYER determines, in BUYER's **sole discretion**, that the Property is not acceptable to BUYER, then prior to the expiration of the Inspection Period, BUYER may deliver to SELLER written notice of BUYER's election to terminate this Agreement, in which event the deposit(s) shall be returned to the BUYER and the parties hereto shall be discharged from their obligations hereunder except as provided in this paragraph 14.

If this transaction does not close for any reason whatsoever, BUYER shall be responsible to restore the Property to its original condition. Promptly upon the completion of any inspection, examination or test, BUYER shall restore the Property to its former condition.

Prior to closing, BUYER shall not permit any liens to be placed on the Property arising from any action of BUYER and if any such liens are placed on the Property, BUYER shall promptly remove such liens by payment or bonding no later than the earlier of: (i) 10 days after demand thereof by SELLER; or (ii) date of closing; or (iii) termination of this Agreement.

BUYER shall not engage in any activity on the Property other than inspections prior to closing (which inspection rights shall be from the date of this Agreement to the earlier of: (i) closing or (ii) termination of this Agreement even though the Inspection Period may have expired) without the prior written consent of SELLER. BUYER and its employees, agents and contractors shall enter upon the Property at their own risk and SELLER shall not be liable in any way for damages or acts suffered by such parties.

dotloop signature verification: dtlp.us/rr-AA-qSuE-Hc4y

Upon expiration of the Inspection Period, if BUYER has not terminated this Agreement, the dep shall become NON-REFUNDABLE and, if BUYER fails to close for any reason other than SEL default or SELLER's inability to perform, the deposit(s) shall be retained by SELLER as liquidated damages and will be distributed pursuant to the terms of the listing agreement and this Agreement.

BUYER hereby agrees to defend, indemnify and hold SELLER harmless against any claims, costs, damages, or liability arising out of BUYER's inspection/investigation of the Property, including costs and reasonable attorney's fees. BUYER agrees to defend, indemnify and hold SELLER harmless from and against all liens on the Property filed by contractors, material suppliers, or laborers performing work and tests for BUYER. The indemnification and hold harmless provisions of this paragraph shall survive any termination of this Agreement.

(B) **Access:** SELLER will make the Property available for inspections and investigations during the time provided for inspections and investigations in this paragraph, and, if not, the time for inspections and investigations will be extended by the time access was denied.

(C) **Broker's Notice:** BUYER and SELLER acknowledge and agree that neither the Listing Broker nor Selling Broker warrants the condition, size or square footage of the Property and neither is liable to BUYER or SELLER in any manner whatsoever for any losses, damages, claims, suits, and costs regarding same. BUYER and SELLER hereby release and hold harmless said Brokers and their licensees from any losses, damages, claims, suits, and costs arising out of or occurring with respect to the condition, size or square footage of the Property. Brokers shall not be liable for the performance by any provider of services or products recommended by Brokers. Such recommendations are made as a courtesy. BUYER and SELLER may select their own providers of services or products.

15. **ZONING, RESTRICTIONS, CONCURRENCY, UTILITIES, AND INTENDED USE:** BUYER will have the Inspection Period, if applicable, to determine and verify: (i) the zoning and any proposed zoning changes for the Property, (ii) whether there are any subdivision, deed or other restrictions affecting the Property, (iii) the status of any moratorium on the Property, (iv) the availability of concurrency for the Property, (v) the availability of utilities, (vi) whether the Property can be legally used for BUYER's intended use, or (vii) any other matter that could prevent BUYER's intended use of the Property at the time of closing. Neither BUYER nor SELLER may initiate any change to any of the foregoing prior to closing without the written consent of the other party. SELLER warrants and represents that there is ingress and egress to and from the Property sufficient for its current use.

16. **SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.**

(A) ☑ **NO SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS**. SELLER makes no representations or warranties concerning the environmental condition of the Property or the Subsurface Condition of the Property as hereinafter defined.

(B) ☐ **SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS**. SELLER makes the following representations concerning the environmental condition of the Property and the Subsurface Condition of the Property. These representations shall survive closing.

(i) Subsurface Conditions. SELLER hereby represents to BUYER that, to the best of SELLER's knowledge: (a) there are no man-made adverse physical conditions on or under any portion of the Property including, without limitation, buried debris, human burials or remains, archaeological sites, landfills of any type, or hazardous wastes, and that the Property has not at any time been used for any such purpose; and (b) there are no other adverse physical conditions on or under any portion of the Property including, without limitation, muck, fault lines, sinkholes or other geological conditions or soil conditions adverse to construction purposes ("Subsurface Conditions").

(ii) SELLER hereby represents to BUYER that, to the best of SELLER's knowledge: (a) the Property and all uses of the Property have been, and presently are, in compliance with all federal, state, and local environmental laws; (b) no hazardous substances have been generated, stored, treated, or transferred on the Property, except as specifically disclosed to BUYER or permitted under environmental law; (c) SELLER has no knowledge of any spill or environmental law violation on any property contiguous to the Property; (d) SELLER has not received or otherwise obtained knowledge of any spill or contamination on the Property, any existing or threatened environmental lien against the Property, or any lawsuit, proceeding, or investigation regarding the handling of hazardous substances on the Property; and (e) SELLER has all permits necessary for any activity and operations currently being conducted on the Property and such permits are in full force and effect.

17. **POSSESSION:**

☑ BUYER will be given possession at closing;

or

☐ BUYER will be given possession within ____ days after the date of closing at no rental cost to SELLER, or as otherwise set forth in paragraph 20 hereof.

If neither box is marked, then BUYER will be given possession at closing.

dotloop signature verification: dtlp.us/n AA-qSdE-Hc4y

18. **PROPERTY INCLUDES**: Included in the Purchase Price are all (if any) fencing, trees, timber, fil minerals, all as now existing or installed on the Property, and these additional items: _____

19. **ADDENDA/RIDERS/DISCLOSURES**:
If marked the following are attached hereto and made a part of this Agreement:
☐ Homeowners' Association/Community Disclosure Addendum
☐ Coastal Construction Control Line Disclosure Addendum
☐ Short Sale Addendum
☐ Continued Marketing Addendum
☐ Counter Offer Addendum (To accept a counteroffer, BUYER and SELLER must sign both this Agreement and the Counter Offer Addendum)
☐ Other (Specify here) _____

20. **ADDITIONAL TERMS AND CONDITIONS:** Buyer shall have 90 to determine the feasibility of the project. Buyer shall have an additional 90 to continue to have property rezoned for intended use upon payment of an additional $10,000 deposit to be applied to purchase price. At the end of 180 days the deposits shall be non-refundable. 3 additional 30 day extensions may be granted for an additional $5,000 non-refundable deposit which shall not be applied to the sales price.

21. **COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** BUYER and SELLER acknowledge receipt of a copy of this Agreement. Except for brokerage agreements, BUYER, SELLER and Broker agree that the terms of this Agreement constitute the entire agreement between them and that they have not received or relied on any representations by Brokers or any material regarding the Property including, but not limited to, listing information, that are not expressed in this Agreement. No prior or present agreements or representations will bind BUYER, SELLER or Brokers unless incorporated into this Agreement. Modifications of this Agreement will not be binding unless in writing, signed and delivered by the party to be bound. This Agreement and any modifications to this Agreement may be signed in counterparts and may be executed and/or transmitted by electronic media, including facsimile and email. Headings are for reference only and shall not be deemed to control interpretations. If any provision of this Agreement is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Neither this Agreement nor any memorandum hereof will be recorded in any public records. For emphasis, some of the provisions have been bolded and or capitalized, but every provision in this Agreement is significant and should be reviewed and understood. No provision should be ignored or disregarded because it is not in bold or emphasized in some manner.

In the performance of the terms and conditions of this Agreement each party will deal fairly and in good faith with the other. Written notice to the Broker for a party shall be deemed notice to that party. All assignable repair and treatment contracts and warranties are deemed assigned by SELLER to BUYER at closing unless otherwise stated herein. SELLER agrees to sign all documents necessary to accomplish same, at BUYER's expense, if any.

22. **TIME IS OF THE ESSENCE IN THIS AGREEMENT:** As used in this Agreement, "days" means calendar days. Any time periods herein, other than the time of acceptance, which end on a Saturday, Sunday, or federal holiday shall extend to the next day which is not a Saturday, Sunday or federal holiday. All references to a date other than the date of acceptance shall end at 7:00 p.m. Eastern Time.

23. **NO OTHER AGREEMENTS AND BUYER'S AND SELLER'S NOTICES:** BUYER and SELLER represent that they have not entered into any other agreements with real estate brokers other than those named below with regard to the Property. All notices, requests, and other communications required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by a recognized national overnight courier service, or shall be sent by facsimile, addressed as follows:

If to BUYER, to the BUYER's Broker or to BUYER at the address or fax number hereinafter set forth, with a copy to Selling Broker, at the address or fax number hereinafter set forth.

If to SELLER, to the SELLER's Broker or to SELLER at the address or fax number hereinafter set forth, with a copy to Listing Broker, at the address or fax number hereinafter set forth.

or to any other address or addresses as any party may designate from time to time by written notice given in accordance with this paragraph. Any such notice will be considered delivered: (1) on the date on which

docusign signature verification: dup.dsfn AAqsuL-nc4y

the return receipt is signed, delivery is refused, or the notice is designated by the postal authority a deliverable, as the case may be if mailed; (2) on the date delivered by personal delivery; (3) on the delivered by a recognized national overnight courier service; or (4) on the date of successful transmission if sent by facsimile. BUYER and SELLER give the Brokers authorization to advise surrounding neighbors who will be the new owner of the Property. "Broker", as used in this Agreement, is deemed to include all of Broker's licensees licensed to sell real property in the State of Florida.

24. **ASSIGNMENT:** Mark appropriate assignment provision. If left blank, this Agreement is NOT assignable by BUYER.

☐ BUYER may not assign this Agreement without SELLER's written consent which may be withheld in SELLER's sole and absolute discretion, provided, however, BUYER may assign without SELLER's consent to an entity in which BUYER directly owns a majority or controlling interest or as follows:_____

_____.

☑ BUYER may assign this Agreement without SELLER's consent.

25. **PROFESSIONAL ADVICE; NO BROKER LIABILITY:** Broker advises BUYER and SELLER to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental and other specialized advice. BUYER agrees to rely solely on SELLER's representations herein (if any), professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect the Property value, and BUYER expressly releases the Broker(s) from liability for each of the foregoing.

26. **ESCROW DISCLOSURE:** BUYER and SELLER agree that Broker may place escrow funds in an interest-bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain any interest earned as the cost associated with maintenance of said escrow.

27. **SOCIAL SECURITY OR TAX I.D. NUMBER**: BUYER and SELLER agree to provide their respective Social Security or Tax I.D. number to closing attorney/ settlement agent upon request.

28. **1031 EXCHANGE:** BUYER or SELLER may elect to effect a tax-deferred exchange under Internal Revenue Service Code Section 1031(which shall not delay the closing), in which event BUYER and SELLER agree to sign documents required to effect the exchange, provided the non-exchanging party shall not incur any costs, fees or liability as a result of or in connection with the exchange.

29. **PAYOFF AUTHORIZATION:** SELLER hereby authorizes the closing attorney/settlement agent to obtain mortgage payoff letters (including from foreclosure attorneys) and Homeowner's Association estoppel letters on behalf of SELLER.

30. **FIRPTA TAX WITHHOLDING:** If SELLER is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the BUYER and SELLER shall comply with the Act, which may require SELLER to provide additional funds at closing. **SELLER agrees to disclose to closing attorney/settlement agent at least 10 days before closing if any SELLER is not a U. S. citizen or resident alien.**

31. **TIME OF ACCEPTANCE:** IF THIS OFFER IS NOT SIGNED BY BUYER AND SELLER AND DELIVERED TO BUYER AND SELLER OR THEIR RESPECTIVE BROKER (INCLUDING ELECTRONICALLY OR BY FAX) ON OR BEFORE ____:01 ☐A.M. ☐P.M. _____ (DATE), THIS OFFER WILL BE DEEMED WITHDRAWN. THE TIME FOR ACCEPTANCE OF ANY COUNTER OFFER SHALL BE _____HOURS (24 HOURS IF LEFT BLANK) FROM THE TIME THE COUNTER OFFER IS DELIVERED.

32. **DATE OF ACCEPTANCE**: The date of acceptance of this Agreement shall be the date on which this Agreement is last executed by BUYER and SELLER and the fact of execution is communicated to the other party in writing.

If this Agreement is not understood, BUYER and SELLER should seek competent legal advice.

WIRE FRAUD ALERT. Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails look legitimate, but they are not. BUYER and SELLER are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. BUYER and SELLER should not send personal information such as social security numbers, bank account numbers and credit card numbers except through secured email or personal delivery to the intended recipient. BUYER and SELLER agree to indemnify and hold harmless all brokers from all losses, liabilities, charges and

dotloop signature verification: dtpu.us/n AA4qSuLFHc4y

costs they may incur due to any and all wire transfers or wire instructions relating to the transf issuance of funds.

BUYER	DATE	SELLER	DATE
Marital Status		Marital Status	
BUYER	DATE	SELLER	DATE
Marital Status		Marital Status	
BUYER	DATE	SELLER	DATE
Marital Status		Marital Status	
Evelyn Torres dotloop verified 04/29/21 8:17 PM EDT HOG4-XIXK-MPTS-6I4X			
BUYER	DATE	SELLER	DATE
Marital Status		Marital Status	

☐ **Mark if any SELLER is not a U. S. Citizen or resident alien.**

Broker, by signature below, acknowledges receipt of $ _____ ☐ cash ☐ check as the binder deposit specified in paragraph 1(A) of this Agreement. It will be deposited and held in escrow pending disbursement according to the terms hereof, together with any additional binder deposit(s) escrowed by the terms of this Agreement.

Company	By	Title

END OF PURCHASE AND SALE AGREEMENT

Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraph 12 and 21 above. This Agreement shall not be used to modify any multiple listing service or other offer of compensation made by a Listing Broker.

Exit Magnolia Point Realty	Exit Magnolia Point Realty
Firm Name of Selling Broker	Firm Name of Listing Broker
558467	558467
Broker's State License ID (BK Real Estate Number)	Broker's State License ID (BK Real Estate Number)
904-284-4653	904-284-4653
Phone for Selling Broker	Phone for Listing Broker
3616 Magnolia Point Blvd.	3616 Magnolia Point Blvd.
Selling Broker Office Address	Listing Broker Office Address
Green Cove Springs Fl 32043	Green Cove Springs, Fl 32043
Selling Broker City, State, Zip Code	Listing Broker City, State, Zip Code
By:	By:
Authorized Licensee Signature	Authorized Licensee Signature
Bert V Royal	Bert V Royal
Printed Name of Licensee	Printed Name of Licensee
vanroyal2@aol.com	vanroyal2@aol.com
Email Address	Email Address
904-294-2784	904-294-2784
Phone for Selling Licensee	Phone for Listing Licensee
5589467	558467
Licensee's State License ID (BK or SL Real Estate Number)	Licensee's State License ID (BK or SL Real Estate Number)

Table 02
Roadway Characteristics Inventory
Ayreshire PUD, Clay County, Florida

Link No.	Roadway	Segment	Agency	Speed Limit	Adopted LOS	Adopted LOS Peak Hour MSV	Length (Miles)	Lanes	Facility Type	Area Type	Source	2019 ADT Collected	2019 Peak Hour Volumes	Existing Conditions V/C Ratio
46	CR 220	Swim. Pen Creek Bridge to College Dr.	COUNTY	45	D	2,925	1.70	4 - DIV	Major Collector	Urban	Clay County	33,745	2,961	101.23%
47	CR 220	College Dr. to Knight Boxx Rd.	COUNTY	45	D	2,925	1.40	4 - DIV	Major Collector	Urban	Clay County	31,408	1,859	63.56%
48	CR 220	Knight Boxx Rd. to CR 209	COUNTY	45	E	1,521	1.40	2	Major Collector	Urban	Clay County	21,969	1,730	113.74%
48.1	CR 220	CR 209 to Baxley Rd	COUNTY	45	E	1,521	1.20	2	Major Collector	Urban	Clay County	13,837	1,123	73.83%
49	CR 220	Baxley Rd to SR 21	COUNTY	45	E	1,521	1.80	2	Major Collector	Urban	Clay County	7,943	765	50.30%
50	CR 220-B (Knight Boxx Rd.)	SR 21 to CR 220	COUNTY	35	E	3,060	1.20	4	Major Collector	Urban	Clay County	13,545	1,092	35.69%
51	CR 224 (College Dr.)	SR 21 to CR 220A	COUNTY	45	E	3,060	1.60	4 - DIV	Major Collector	Urban	Clay County	24,246	2,167	70.82%
52	CR 224	CR 220A to CR 220	COUNTY	45	E	3,060	1.10	4 - DIV	Major Collector	Urban	Clay County	21,212	1,920	62.75%
53	CR 315	SR 16 to CR 315B	COUNTY	35	E	1,355	0.80	2	Minor Collector	Urban	Clay County	5,841	562	41.49%
53.1	CR 315	CR 315B to US 17	COUNTY	45	E	1,355	3.40	2	Minor Collector	Urban	Clay County	7,543	671	49.54%
53.2	CR 315B	CR 209 to CR 315	COUNTY	45	E	1,355	0.50	2	Minor Collector	Urban	Clay County	4,092	371	27.39%
54	CR 739	CR 209 to CR 739B	COUNTY	45	E	3,015	2.20	4 - DIV	Minor Collector	Urban	Clay County	11,780	1,077	35.72%
55	CR 739	CR 739B to CR 218	COUNTY	45	E	3,015	1.00	4 - DIV	Minor Collector	Urban	Clay County	11,576	1,036	34.36%
56	CR 739-B (Sandridge Rd.)	Rolling View Blvd to CR 209	COUNTY	45	E	1,161	2.00	2	Minor Collector	Urban	Clay County	6,559	659	56.76%
56.1 (New 4)	CR 739-B (Sandridge Rd.)	CR 739 to Rolling View Blvd.	COUNTY	45	E	1,161	1.80	2	Minor Collector	Urban	Clay County	9,140	873	75.19%
57	Doctors Lake Dr.	Orange Park to Greenridge Rd.	COUNTY	35	E	1,161	2.60	2	Minor Collector	Urban	Clay County	9,775	998	85.96%
58	Doctors Lake Dr.	Greenridge Rd. to Peoria Rd.	COUNTY	35	E	1,161	1.75	2	Minor Collector	Urban	Clay County	6,710	703	60.55%
59	Moody Rd.	Doctors Lake Dr. to Suzanne Ave.	COUNTY	30	E	1,161	1.50	2	Minor Collector	Urban	Clay County	6,771	800	68.91%
60	Moody Rd.	Suzanne Ave. to Peoria Rd.	COUNTY	30	E	1,161	1.95	2	Minor Collector	Urban	Clay County	7,421	860	74.07%
61	Old Jennings Rd.	SR 21 to SR 23	COUNTY	45	E	3,230	1.20	4 - DIV	Minor Collector	Urban	Clay County	20,047	1,852	57.34%
61.1	Old Jennings Rd.	SR 23 to Long Bay Rd	COUNTY	45	E	1,606	2.00	2	Minor Collector	Urban	Clay County	7,998	693	43.16%
62	Peoria Rd.	College Dr. to Moody Rd.	COUNTY	40	E	1,355	0.23	2	Minor Collector	Urban	Clay County	11,719	1,229	90.73%
63	Peoria Rd.	Moody Rd. to Doctors Lake Dr.	COUNTY	40	E	1,355	0.62	2	Minor Collector	Urban	Clay County	6,265	674	49.76%
64	Wells Rd.	SR 21 to Orange Park	COUNTY	45	E	3,015	2.00	4 - DIV	Minor Arterial	Urban	Clay County	21,584	1,860	61.69%
65	Cheswick Oaks Ave.	Duval County Line to End of Pavement	COUNTY	35	E	1,521	1.00	2	Major Collector	Urban	Clay County	9,701	842	55.36%
66	Baxley Rd	SR 21 to CR 220	COUNTY	35	E	1,355	0.50	2	Minor Collector	Urban	Clay County	8,873	766	56.55%
67	Long Bay Rd.	Old Jennings Road to SR 21	COUNTY	45	E	1,355	2.70	2	Minor Collector	Urban	Clay County	4,253	377	27.83%
68 (New 1)	Oakleaf Plantation Pkwy	Argyle Forrest Blvd to Branan Field Chaffee Rd.	COUNTY	45	E	3,060	3.80	4 - DIV	Major Collector	Urban	Clay County	20,075	1,661	54.28%
H	First Coast Expressway	Old Jennings Blvd. to SR 21	FDOT	65	D	6,700		4 - DIV	Freeway	Urban		-	-	0.00%
I	First Coast Expressway	SR 21 to CR 739B	FDOT	65	D	6,700		4 - DIV	Freeway	Urban		-	-	0.00%
J	First Coast Expressway	CR 739B to CR 218 Extension	FDOT	65	D	6,700		4 - DIV	Freeway	Urban		-	-	0.00%
K	First Coast Expressway	CR 218 Extension to SR 16	FDOT	65	D	6,700		4 - DIV	Freeway	Urban		-	-	0.00%
L	First Coast Expressway	SR 16 to US 17	FDOT	65	D	6,700		4 - DIV	Freeway	Urban		-	-	0.00%
M	First Coast Expressway	US 17 to St. Johns County Line	FDOT	65	D	6,700		4 - DIV	Freeway	Urban		-	-	0.00%
N	Oak Ridge Avenue	SR 16 to Green Cove Avenue	City of Green Cove Springs	35	D	1,161		2	Minor Collector	Urban	FDOT	2,200	198	17.05%
O	Oak Ridge Avenue	Green Cove Avenue to Project Entrance	City of Green Cove Springs	35	D	1,161		2	Minor Collector	Urban	FDOT	2,200	198	17.05%
P	Oak Ridge Avenue	Project Entrance to US 17	City of Green Cove Springs	35	D	1,161		2	Minor Collector	Urban	FDOT	2,200	198	17.05%
Q	Green Cove Avenue	US 17 to Oak Ridge Avenue	City of Green Cove Springs	25	D	1,161		2	Local Road	Urban	FDOT	1,600	144	12.40%

Table 03
Project Traffic Distribution and Assignment
Ayreshire PUD, Clay County, Florida

				17,115	1,889			
			Adjusted Project	Project Traffic Assignment		Peak Hour	Project Traffic	Roadway Segment
Link No.	Roadway	Segment	Traffic Distribution	Daily	Peak Hour	MSV	% of MSV	Impacted
A	US 17	Duval County Line to Wells Rd.	13.40%	2,294	253	8,411	3.01%	No
B	US 17	Wells Rd. to Kingsley Ave.	12.03%	2,058	227	5,390	4.21%	No
C	US 17	Kingsley Ave. to Dr. Inlet Bridge	16.35%	2,798	309	5,390	5.73%	Yes
1	US 17	Dr. Inlet Bridge to Raggedy Point Dr.	16.44%	2,814	311	5,390	5.77%	Yes
1.1	US 17	Raggedy Point Dr. to CR 220	17.04%	2,917	322	5,390	5.97%	Yes
2	US 17	CR 220 to Water Oak Lane	19.11%	3,270	361	8,840	4.08%	No
3	US 17	Water Oak Lane to Black Creek Bridge	20.11%	3,441	380	8,840	4.30%	No
3.1	US 17	Black Creek Bridge to CR 209	20.51%	3,510	387	5,900	6.56%	Yes
4	US 17	CR 209 to Green Cove Springs	23.70%	4,056	448	5,900	7.59%	Yes
D	US 17	Green Cove Springs to SR 16 West	30.87%	5,283	583	2,920	19.97%	Yes
E	US 17	SR 16 East to SR 16 West	35.37%	6,054	668	3,580	18.66%	Yes
F	US 17	SR 16 East to CR 209	40.35%	6,907	762	3,580	21.28%	Yes
G	US 17	CR 209 to CR 226	3.98%	681	75	3,580	2.09%	No
5	US 17	CR 226 to Putnam County Line	3.25%	556	61	4,460	1.37%	No
7	US 301	Duval County Line to CR 218	0.10%	17	2	4,190	0.05%	No
8	US 301	CR 218 to Bradford County Line	0.00%	-	-	3,220	0.00%	No
9	SR 16	Green Cove Springs to Penney Farms	3.11%	532	59	1,550	3.81%	No
10	SR 16	Penney Farms to SR 21	0.09%	15	2	3,070	0.07%	No
11	SR 16	SR 21 to CR 215	0.00%	-	-	5,600	0.00%	No
12	SR 16	CR 215 to End of 4 lane	0.00%	-	-	5,600	0.00%	No
13	SR 16	End of 4 lane to SR 230	0.00%	-	-	2,290	0.00%	No
14	SR 16	SR 230 to Bradford County Line	0.00%	-	-	2,290	0.00%	No
15	SR 16	Shands Bridge	1.53%	262	29	3,070	0.94%	No
16	SR 21	Duval County Line to Wells Rd.	0.38%	65	7	5,130	0.14%	No
17	SR 21	Wells Rd. to Kingsley Ave.	0.10%	17	2	5,390	0.04%	No
18	SR 21	Kingsley Ave. to Suzanne Ave.	0.03%	5	1	5,130	0.02%	No
19	SR 21	Suzanne Ave. to College Dr.	0.33%	56	6	5,130	0.12%	No
20	SR 21	College Dr. to Knight Boxx Rd.	0.08%	14	2	5,130	0.04%	No
21	SR 21	Knight Boxx Rd. to Old Jennings Rd.	0.13%	22	2	5,390	0.04%	No
22	SR 21	Old Jennings Rd. to SR 23	0.05%	9	1	3,570	0.03%	No
23	SR 21	SR 23 to CR 220	0.05%	9	1	3,570	0.03%	No
24	SR 21	CR 220 to Long Bay Rd	0.00%	-	-	3,400	0.00%	No
24.1	SR 21	Long Bay Rd to CR 218	0.17%	29	3	3,518	0.09%	No
25	SR 21	CR 218 to CR 215	0.17%	29	3	3,570	0.08%	No
26	SR 21	CR 215 to SR 16	0.00%	-	-	3,070	0.00%	No
27	SR 21	SR 16 to CR 315	0.05%	9	1	1,530	0.07%	No
28	SR 21	CR 315 to Bradford County Line	0.04%	7	1	2,290	0.04%	No
29	SR 23 (Branan Field Rd.)	Duval County Line to Oakleaf Plantation Pkwy	0.24%	41	5	1,250	0.40%	No
29.1	SR 23 (Branan Field Rd.)	Oakleaf Plantation Pkwy to Old Jennings Rd.	0.24%	41	5	3,250	0.15%	No
29.2 (New 2)	Chalenger Dr.	Oakleaf Plantation Pkwy to Old Jennings Rd.	0.05%	9	1	2,040	0.05%	No
29.3 (New 3)	Discovery Dr.	Oakleaf Plantation Pkwy to Old Jennings Rd.	0.08%	14	2	2,040	0.10%	No
30	SR 23	Old Jennings Rd. to SR 21	0.24%	41	5	3,250	0.15%	No
31	SR 100	Bradford County Line to CR 214	0.00%	-	-	800	0.00%	No
32	SR 100	CR 214 to Putnam County Line	0.01%	2	-	1,690	0.00%	No
33	SR 224 (Kingsley Ave.)	SR 21 to Orange Park	3.50%	599	66	3,400	1.94%	No
34	SR 230	Bradford County Line to SR 16	0.00%	-	-	2,290	0.00%	No
35	CR 209	SR 21 to CR 220	0.17%	29	3	2,277	0.13%	No
36	CR 209	CR 220 to CR 739	0.27%	46	5	3,088	0.16%	No
37	CR 209	CR 739 to CR 739B	0.28%	48	5	1,521	0.33%	No
38	CR 209	CR 739B to CR 315B	0.85%	145	16	1,521	1.05%	No
38.1	CR 209	CR 315B to US 17	0.75%	128	14	1,521	0.92%	No
39	CR 218	SR 16 to CR 739	0.11%	19	2	1,503	0.13%	No
40	CR 218	CR 739 to Thunder Rd.	0.75%	128	14	1,521	0.92%	No
41	CR 218	Thunder Rd. to SR 21	0.62%	106	12	1,521	0.79%	No
42	CR 218	SR 21 to S. Mimosa Ave.	0.24%	41	5	1,521	0.33%	No
43	CR 218	S. Mimosa Ave. to US 301	0.22%	38	4	1,521	0.26%	No
44	CR 220	US 17 to W. Lake Shore Dr.	3.07%	525	58	4,401	1.32%	No
45	CR 220	W. Lake Shore Dr. to Swim. Pen Creek Bridge	2.49%	426	47	2,925	1.61%	No
46	CR 220	Swim. Pen Creek Bridge to College Dr.	2.28%	390	43	2,925	1.47%	No
47	CR 220	College Dr. to Knight Boxx Rd.	0.98%	168	19	2,925	0.65%	No
48	CR 220	Knight Boxx Rd. to CR 209	0.60%	103	11	1,521	0.72%	No
48.1	CR 220	CR 209 to Baxley Rd	0.51%	87	10	1,521	0.66%	No
49	CR 220	Baxley Rd to SR 21	0.15%	26	3	1,521	0.20%	No
50	CR 220-B (Knight Boxx Rd.)	SR 21 to CR 220	0.22%	38	4	3,060	0.13%	No
51	CR 224 (College Dr.)	SR 21 to CR 220A	1.09%	187	21	3,060	0.69%	No
52	CR 224	CR 220A to CR 220	1.23%	211	23	3,060	0.75%	No
53	CR 315	SR 16 to CR 315B	2.12%	363	40	1,355	2.95%	No
53.1	CR 315	CR 315B to US 17	0.46%	79	9	1,355	0.66%	No
53.2	CR 315B	CR 209 to CR 315	0.75%	128	14	1,355	1.03%	No
54	CR 739	CR 209 to CR 739B	0.00%	-	-	3,015	0.00%	No
55	CR 739	CR 739B to CR 218	0.00%	-	-	3,015	0.00%	No
56	CR 739-B (Sandridge Rd.)	Rolling View Blvd to CR 209	0.15%	26	3	1,161	0.26%	No
56.1 (New 4)	CR 739-B (Sandridge Rd.)	CR 739 to Rolling View Blvd.	0.15%	26	3	1,161	0.26%	No
57	Doctors Lake Dr.	Orange Park to Greenridge Rd.	0.16%	27	3	1,161	0.26%	No
58	Doctors Lake Dr.	Greenridge Rd. to Peoria Rd.	0.00%	-	-	1,161	0.00%	No
59	Moody Rd.	Doctors Lake Dr. to Suzanne Ave.	0.09%	15	2	1,161	0.17%	No
60	Moody Rd.	Suzanne Ave. to Peoria Rd.	0.11%	19	2	1,161	0.17%	No
61	Old Jennings Rd.	SR 21 to SR 23	0.17%	29	3	3,230	0.09%	No
61.1	Old Jennings Rd.	SR 23 to Long Bay Rd	0.01%	2	-	1,606	0.00%	No
62	Peoria Rd.	College Dr. to Moody Rd.	0.18%	31	3	1,355	0.22%	No
63	Peoria Rd.	Moody Rd. to Doctors Lake Dr.	0.06%	10	1	1,355	0.07%	No
64	Wells Rd.	SR 21 to Orange Park	0.22%	38	4	3,015	0.13%	No
65	Cheswick Oaks Ave.	Duval County Line to End of Pavement	0.00%	-	-	1,521	0.00%	No
66	Baxley Rd	SR 21 to CR 220	0.17%	29	3	1,355	0.22%	No
67	Long Bay Rd.	Old Jennings Road to SR 21	0.07%	12	1	1,355	0.07%	No
68 (New 1)	Oakleaf Plantation Pkwy	Argyle Forrest Blvd to Branan Field Chaffee Rd.	0.06%	10	1	3,060	0.03%	No
H	First Coast Expressway	Old Jennings Blvd. to SR 21	14.06%	2,406	266	6,700	3.97%	No
I	First Coast Expressway	SR 21 to CR 739B	14.06%	2,406	266	6,700	3.97%	No
J	First Coast Expressway	CR 739B to CR 218 Extension	14.06%	2,406	266	6,700	3.97%	No
K	First Coast Expressway	CR 218 Extension to SR 16	14.06%	2,406	266	6,700	3.97%	No
L	First Coast Expressway	SR 16 to US 17	14.65%	2,507	277	6,700	4.13%	No
M	First Coast Expressway	US 17 to St. Johns County Line	33.98%	5,816	642	6,700	9.58%	Yes
N	Oak Ridge Avenue	SR 16 to Green Cove Avenue	6.70%	1,147	127	1,161	10.94%	Yes
O	Oak Ridge Avenue	Green Cove Avenue to Project Entrance	6.70%	1,147	127	1,161	10.94%	Yes
P	Oak Ridge Avenue	Project Entrance to US 17	4.32%	739	82	1,161	7.06%	Yes
Q	Green Cove Avenue	US 17 to Oak Ridge Avenue	3.35%	573	63	1,161	5.43%	Yes

Roadway	Termini	Year 2030 AADT	Project Traffic Distribution	
Oak Ridge Avenue	SR 16 to Project Entrance		**6.70%**	
Oak Ridge Avenue	Project Entrance to US 17		**4.32%**	
US 17	SR 16 to Project Entrance		**40.35%**	
US 17	Project Entrance to Outer Beltway	17,890	48.63%	
Outer Beltway	US 17 to SR 13/16	11,833	**33.98%**	
Outer Beltway	US 17 to SR 16 West	5,100	**14.65%**	**100.00%**

Proclamation

WHEREAS, October is National Breast Cancer Awareness Month; and

WHEREAS, October 15th is National Mammography Day; and

WHEREAS, breast cancer is the most commonly diagnosed cancer worldwide and the second leading cause of cancer death among women in the United States; and

WHEREAS, an estimated 281,550 new cases of female invasive breast cancer will be diagnosed in 2021; and

WHEREAS, an estimated 2,650 cases of male breast cancer will be diagnosed in 2021; and

WHEREAS, there are more than 3.8 million breast cancer survivors in the United States today; and

WHEREAS, death rates from breast cancer have been declining, and this change is believed to be the result of earlier detection, increased awareness, and continually improving treatment options; and

WHEREAS, mammography, an "x-ray of the breast," is the recognized single most effective method of detecting breast changes that may be cancer long before physical symptoms can be seen or felt.

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

Section 1. That I, Mayor Edward R. Gaw, on behalf of the City Council of the City of Green Cove Springs, do hereby proclaim October 2021 to be **"Breast Cancer Awareness Month"** and October 15th as **"Mammography Day"** in Green Cove Springs.

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

DONE AND PROCLAIMED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 5TH DAY OF OCTOBER, 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

_____

Edward R. Gaw, Mayor

ATTEST:

_____

Erin West, City Clerk

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

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

FROM: Scott Schultz, Assistant Water Utilities Director

SUBJECT: Pending approval of R-20-2021 prior to the Consent Agenda, City Council approval to purchase a 2021 F-250 work truck from the Florida Sheriff's Bid # 18-VEL 26.0, in the total amount of $40,222.00 from Duval Ford and to surplus truck # 952, a 2006 Ford which has far outlived its useful life.

BACKGROUND

Vehicle # 952, a water department service truck, has far outlived its useful life and is in need of replacement. In order to secure 2021 pricing, and to be "in line" for trucks that keep getting production time increased, it is imperative that the purchase order be received by Ford prior to 9/30/2021 (see attached e-mail communication). Actual invoicing and disbursement of funds will not take place until well into FY 2022.

FISCAL IMPACT

$40,222.00 from the Water Department FY 2022 Capital Budget

RECOMMENDATION

Approve the purchase of a 2021 F-250 work truck from the Florida Sheriff's bid # 18-VEL 26.0, in the total amount of $40,222.00 from Duval Ford and to surplus truck # 952, a 2006 Ford which has far outlived its useful life

CITY OF GREEN COVE SPRINGS

Prepared for:		Contract Holder	8/23/21
	CITY OF GREEN COVE SPRINGS SCOTT SCHULTZ 904-219-7540 sschultz@greencovesprings.com	*Duval Ford Fleet Sales* *Laura Torbett* *(Work) 904-388-2144* *(Fax) 904-387-6816* *(Cell) 904-568-6027* Laura.Torbett@duvalfleet.com *5203 Waterside Dr Jax, Fl 32210*	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA19-VEL27 Heavy Equipment and Trucks FSA19-VEH 17. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor	Code	Equipment		Price
0	SPEC 141	*2021 FORD F-250 4X2 EXTENDED CAB PICK UP (X2A)*		$ 24,145.00
0	600A	XL TRIM		$ -
0	996	6.2L V8 GAS ENGINE		$ -
0	44S	AUTOMATIC TRANSMISSION		$ -
0	90L	POWER WINDOWS AND LOCKS		$ -
0	X3E	3.73 LIMITED SLIP DIFFERENTIAL		$ 389.00
0	148	6 3/4 BOX		$ -
0				$ -
0	Z1	EXTERIOR COLOR:OXFORD WHITE		$ -
0	AS	INTERIOR COLOR: GRAY VINYL- 40/20/40		$ -
0				$ -
0	TBM	ALL TERRAIN TIRES, LT245/75Rx17E BSW A/T		$ 164.00
0	TINT 1	WINDOW TINT, INCLUDING WINDSHIELD STRIP		$ 265.00
0	872	BACK UP CAMERA		$ 414.00
0	18B	RUNNING BOARDS		$ 444.00
0	52B	ELECTRIC BRAKE CONTROLLER		$ 269.00
0	534	TRAILER TOWING PACKAGE WITH 7 WAY WIRING AND 2" BALL		$ 1,445.00
0	LED PKG 9	WHELEN FOUR CORNER LED LIGHTING SYSTEM- WHITE		$ 3,022.00
0	INCL	54" LIBERTY 11 LIGHTBAR, FULLY POPULATED WITH 6 SWITCH CONTROLLER- A/W/A/W SPLIT		$ -
0	7SB	6 3/4' KNAPHEIDE UTILITY BODY, MODEL 680		$ 7,600.00
0	31V	SHIP THROUGH TO BODY MANUFACTURER, INCLUDES CERTIFIED MSO		$ 625.00
0	CAMLOC	INSTALL FACTORY BACK UP CAMERA		$ 285.00
0	SPRAY SB	HD LINEX SPRAY IN BEDLINER, INCLUDE TOPS OF UTILITY BOXES		$ 945.00
0	SPRAY BR	SPRAY IN LINER, REAR BUMPER		$ 210.00
0				$ -
0				$ -
0	LABOR	Total Contract labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	$50	$ -
0				$ -
	VENDOR COMMENTS	***See Our Face Book Page for Pics & Video https://www.facebook.com/duvalfleet/ ***		
UNIT COST				$ 40,222.00

TOTAL QUANTITY	1	*TOTAL PURCHASE*	$ 40,222.00

Scott Schultz

From: Laura Torbett <laura.torbett@duvalfleet.com>
Sent: Tuesday, August 31, 2021 9:14 AM
To: Laura Torbett
Subject: '22MY Super Duty Dealer Purchase Order (P0) Requirement

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

Good Morning, I sure hope every one is doing well.

I just wanted to forward the latest email from Ford on the Super Duty, just as a reminder. I know it's a very hectic time of year. Don't shoot the messenger :))

If you need a 2022 Super duty next year please send me a PO or Letter to place your order as soon as you can. We have to show proof of order, unfortunately they will not allow us to order stock. Sending the PO now gives you the best chance possible to take delivery next year. Ordering prior to 9/30/21 will also lock you in to 2021 Pricing. All SD Models will be going up in price starting 10/1/21.

Any questions please call my Direct Line 904-568-6027. I'm here to help any way I can.

Laura Torbett
Duval Fleet
Government Sales
Phone: (904) 388-2144
Direct Line: (904) 381-6599

Begin forwarded message:

From: "Morgan, James (J.W.)" <jmorga12@ford.com>
Subject: FW: Government Sales (State & Local and Federal) – '22MY Super Duty Dealer Purchase Order (P0) Requirement
Date: August 31, 2021 at 8:40:46 AM EDT
To: Undisclosed recipients:;

WARNING - External Email: This email originated outside of Duval Motors. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

I believe all of you have seen this email from Ron, but just in case.....Review your Super Duty orders that are in the system and make sure you have sent a copy of the PO's to GSALES8@FORD.COM per instructions below. It may well be 5 or 6 months before you can order a Super Duty again after the order bank closes. Right now it's showing government orders will be cut off mid-November. Count on it being sooner than that. Let your customers know to get PO's in to you if at all possible.

James Morgan
Government Sales Manager
Commercial Vehicle Operations – Ford Motor Company
901-230-0125



From: Anderson, Ronald (R.G.) <randers1@ford.com>
Sent: Monday, August 9, 2021 11:04 AM
Subject: Government Sales (State & Local and Federal) – '22MY Super Duty Dealer Purchase Order (PO) Requirement

All - Given the high demand for the 2022MY Super Duty and the reduced production due to the microchip shortage, the Government Sales Department is requiring PO verification to release state & local and federal '22MY Super Duty orders for scheduling. Your action is required for both unscheduled orders and future orders. **This action is only required for '22MY Super Duty.**

Please see the instructions below. Following these instructions will allow your orders to be included in monthly Super Duty scheduling for government orders. **This applies to both state & local and federal government orders.**

1. Send an email to GSALES8@ford.com
2. Include the dealership name and ordering dealer sales code in the subject line
3. Scan and attach all PO's for each order
4. Clearly write the following on the PO(s):
    a. Vehicle Body Code(s)
    b. Dealer Order Number(s) (quantity must match PO's and order numbers)
    c. End-User FIN code (must match customer name on PO)

Thank you for your understanding. We know that this is additional work, but it is necessary to verify orders in our current Super Duty situation.

You are the best dealer network in the State and Local Government industry. Thank you for all that you do for Ford Motor Company each day.

Ron Anderson
Ford Motor Company
State and Local Government Sales Manager
Commercial Vehicle Operations
Cellphone: (586) 295-5216
Email: randers1@ford.com



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** September 21, 2021

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of Contractor's Pay Request #4 for Williams Industrial Services, LLC, in the amount of $749,745.17, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

BACKGROUND

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

Excerpt from the June 7, 2016 Staff Report

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

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

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

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

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

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

The costs are planning-level values and the annual loan payment will be based on final bid prices, interest rates at the time of construction loan acquisition, and accumulated grants/retained earnings/impact-fee revenue. Each scenario was reviewed with the following common variables: All scenarios assumed a 2%

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This is Contractor's Pay Request #4 for Williams Industrial

FISCAL IMPACT

$749,745.17 from the Wastewater CIP Budget

RECOMMENDATION

Approve Contractor's Pay Request #4 for Williams Industrial Services, LLC, in the amount of $749,745.17, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

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

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

September 14, 2021 VIA EMAIL

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

RE: Contractor's Pay Request No. 4 - Revised
DEP SRF Harbor Road WRF Expansion, Ph. 2
SRF Agreement No. WW100420
City of Green Cove Springs, Florida
Mittauer & Associates, Inc. Project No. 8905-56-1

Dear Mr. Schultz:

We have reviewed Pay Request No. 4 - Revised from Williams Industrial Services, LLC and find it acceptable. We have, accordingly, indicated our approval and are forwarding an electronic copy to you for approval and payment. This pay request totals $749,745.17.

Please note, the schedule of values were modified within this application for payment to better track costs per project component.

We'll be coordinating with the City to split reimbursements between the FDEP SRF and SJRWMD programs.

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

Sincerely yours,
Mittauer & Associates, Inc.

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

JRS/pj
Enclosure
cc: Williams Industrial Services, LLC

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 4 Revised

	Application Period: 07/26/2021-08/29/2021	Application Date: 09/13/2021
To (Owner): City of Green Cove Springs, Florida	From (Contractor): Williams Industrial Services LLC	Via (Engineer): Mittauer & Associates, Inc
Project: DEP SRF Harbor Road WRF Expansion, Ph. 2	Contract: DEP SRF Harbor Road WRF Exp., Ph. 2	
SRF Agreement No.: WW100420	Contractor's Project No.: 46300001	Engineer's Project No.: 8905-56-1

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE			$	15,426,644.00
2. Net change by Change Orders			$	
3. Current Contract Price (Line 1 ± 2)			$	15,426,644.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)			$	2,327,186.69
5. RETAINAGE:				
a.	X 5%	Work Completed	$	58,190.00
b.	X 5%	Stored Material	$	58,169.33
c. Total Retainage (Line 5.a + Line 5.b)			$	116,,359.33
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)			$	2,210,827.36
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)			$	1,461,082.19
8. AMOUNT DUE THIS APPLICATION			$	749,745.17
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)			$	13,215,816.64

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 Signature

By: Alan Williams (Sep 14, 2021 11:27 EDT)	Date: 09/14/2021

Payment of: $ 749,745.17
(Line 8 or other - attach explanation of the other amount)

is recommended by: Jason R Shepler RS 9-14-21
Jason R. Shepler, P.E. Date
Mittauer & Associates, Inc.

Payment of: $
(Line 8 or other - attach explanation of the other amount)

is approved by:
City of Green Cove Springs, Florida (Date)

Approved by:
Funding or Financing Entity (if applicable) (Date)

Modified per Mittauer Associates, Inc.
EJCDC® C-620 Contractor's Application for Payment
© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
DIVISION 1 - GENERAL REQUIREMENTS							
1 BONDS / BUILDER'S RISK INSURANCE	$ 349,520.94	$ 349,520.94		100%	$ 349,520.94	$ -	$ 17,476.05
2 MOBILIZATION	$ 123,360.33	$ 123,360.33		100%	$ 123,360.33	$ -	$ 6,168.02
3 DEMOBILIZATION	$ 67,722.13			0%	$ -	$ 67,722.13	$ -
4 START-UP & TEST PLANT	$ 154,458.04			0%	$ -	$ 154,458.04	$ -
5 SOIL & CONCRETE TESTING	$ 115,843.53			0%	$ -	$ 115,843.53	$ -
6 SITEWORK	$ 1,158,435.04	$ 124,745.67	$ 93,862.98	19%	$ 218,608.65	$ 939,826.39	$ 10,930.43
7 UNDERGROUND PIPING	$ 888,133.73	$ 323,242.48	$ 48,979.45	42%	$ 372,221.93	$ 515,911.80	$ 18,611.10
8 ABOVE GROUND PIPING	$ 540,603.14			0%	$ -	$ 540,603.14	$ -
9 LANDSCAPING/ RETAINING WALL BLOCK	$ 308,916.08			0%	$ -	$ 308,916.08	$ -
10 FENCING	$ 154,458.04	$ 73,358.28		47%	$ 73,358.28	$ 81,099.76	$ 3,667.91
DIVISION 2 - INFLUENT STRUCTURE							
1 EXCAVATION	$ 11,255.31			0%	$ -	$ 11,255.31	$ -
2 STRUCTURE WALLS & ELEVATED SLABS	$ 112,553.10			0%	$ -	$ 112,553.10	$ -
3 FOUNDATIONS	$ 56,276.55			0%	$ -	$ 56,276.55	$ -
4 ERECT ACCESS STAIRS AND HANDRAILS	$ 75,035.40			0%	$ -	$ 75,035.40	$ -
5 MISC METALS	$ 37,517.70		$ 27,489.70	73%	$ 27,489.70	$ 10,028.00	$ 1,374.49
6 EQUIPMENT	$ 337,659.30	$ 14,123.46	$ 100,286.00	34%	$ 114,409.46	$ 223,249.84	$ 5,720.47
7 PIPING	$ 120,056.64	$ 71,569.88		60%	$ 71,569.88	$ 48,486.76	$ 3,578.49
DIVISION 3 - OXIDATION DITCH							
1 OXIDATION DITCH GENERAL CONDITIONS	$ 113,130.00			0%	$ -	$ 113,130.00	$ -
2 OXIDATION DITCH FLOOR	$ 358,245.00	$ 9,050.40		3%	$ 9,050.40	$ 349,194.60	$ 452.52
3 OXIDATION DITCH OUTER ST. WALLS	$ 245,115.00	$ 9,050.40		4%	$ 9,050.40	$ 236,064.60	$ 452.52

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
4 OXIDATION DITCH INTERNAL WALLS	$ 867,330.00	$ 9,050.40		1%	$ 9,050.40	$ 858,279.60	$ 452.52
5 OXIDATION DITCH CIRCULAR END WALLS	$ 113,130.00	$ 6,787.80		6%	$ 6,787.80	$ 106,342.20	$ 339.39
6 OXIDATION DITCH DECKS & COLUMNS	$ 301,680.00			0%	$ -	$ 301,680.00	$ -
7 OXIDATION DITCH WALKWAYS	$ 94,275.00	$ 3,771.00		4%	$ 3,771.00	$ 90,504.00	$ 188.55
8 OXIDATION DITCH ACCESSORIES & PAINTING	$ 56,565.00	$ 53,700.00		95%	$ 53,700.00	$ 2,865.00	$ 2,685.00
9 OXIDATION DITCH EQUIPMENT	$ 1,621,530.00		$ 329,456.72	20%	$ 329,456.72	$ 1,292,073.28	$ 16,472.84
DIVISION 4 - CLARIFIER FLOW SPLITTER							
1 EXCAVATION	$ 2,376.00			0%	$ -	$ 2,376.00	$ -
2 UNDERSLAB PIPING	$ 3,564.00			0%	$ -	$ 3,564.00	$ -
3 FOUNDATIONS & WALLS	$ 35,640.00			0%	$ -	$ 35,640.00	$ -
4 MISC METALS	$ 5,940.00			0%	$ -	$ 5,940.00	$ -
5 STRUCTURAL	$ 7,128.00			0%	$ -	$ 7,128.00	$ -
6 MECHANICAL	$ 16,632.00			0%	$ -	$ 16,632.00	$ -
7 PIPING	$ 47,520.00			0%	$ -	$ 47,520.00	$ -
DIVISION 5 - CLARIFIERS							
1 EXCAVATION	$ 17,276.40			0%	$ -	$ 17,276.40	$ -
2 UNDERSLAB CONCRETE ENCASED PIPING	$ 34,552.80			0%	$ -	$ 34,552.80	$ -
3 FOUNDATIONS AND FLOOR	$ 322,492.80			0%	$ -	$ 322,492.80	$ -
4 STRUCTURAL CONCRETE WALLS	$ 414,633.60	$ 7,279.12		2%	$ 7,279.12	$ 407,354.48	$ 363.96
5 MISC METALS	$ 57,588.00		$ 30,000.00	52%	$ 30,000.00	$ 27,588.00	$ 1,500.00
6 CLARIFIER EQUIPMENT	$ 207,316.80	$ 22,022.29	$ 76,704.79	48%	$ 98,727.08	$ 108,589.72	$ 4,936.35
7 PIPING	$ 97,899.60			0%	$ -	$ 97,899.60	$ -

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
DIVISION 6 - RAS/WAS PUMP STATION							
1 EXCAVATION	$ 5,063.20			0%	$ -	$ 5,063.20	$ -
2 FOUNDATIONS	$ 50,632.00			0%	$ -	$ 50,632.00	$ -
3 ERECT BUILDING	$ 22,784.40			0%	$ -	$ 22,784.40	$ -
4 PUMPS	$ 136,706.40			0%	$ -	$ 136,706.40	$ -
5 MECHANICAL	$ 25,316.00			0%	$ -	$ 25,316.00	$ -
6 PIPING	$ 12,658.00			0%	$ -	$ 12,658.00	$ -
DIVISION 7 - FILTERS							
1 EXCAVATION	$ 11,496.00			0%	$ -	$ 11,496.00	$ -
2 FOUNDATIONS, WALLS & ELEVATED DECK	$ 114,960.00			0%	$ -	$ 114,960.00	$ -
3 SET FILTERS & DRIVE MOTORS	$ 86,220.00			0%	$ -	$ 86,220.00	$ -
4 MISC METALS	$ 28,740.00			0%	$ -	$ 28,740.00	$ -
5 WEIRS	$ 17,244.00	$ 9,000.00		52%	$ 9,000.00	$ 8,244.00	$ 450.00
6 MECHANICAL	$ 57,480.00			0%	$ -	$ 57,480.00	$ -
7 PIPING	$ 229,920.00			0%	$ -	$ 229,920.00	$ -
8 PUMPS	$ 28,740.00			0%	$ -	$ 28,740.00	$ -
DIVISION 8 - CHLORINE CONTACT CHAMBER							
1 EXCAVATION	$ 3,180.60			0%	$ -	$ 3,180.60	$ -
2 SET CHEMICAL VAULT	$ 7,951.50			0%	$ -	$ 7,951.50	$ -
3 UNDERSLAB DRAIN PIPING	$ 7,951.50			0%	$ -	$ 7,951.50	$ -
4 FOUNDATIONS & WALLS	$ 39,757.50			0%	$ -	$ 39,757.50	$ -
5 STRUCTURAL	$ 15,903.00			0%	$ -	$ 15,903.00	$ -
6 MISC METALS	$ 7,951.50	$ 1,900.00		24%	$ 1,900.00	$ 6,051.50	$ 95.00

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
7 CHLORINE PUMPS	$ 7,951.50			0%	$ -	$ 7,951.50	$ -
8 MECHANICAL	$ 7,951.50			0%	$ -	$ 7,951.50	$ -
9 EFFLUENT PUMPS	$ 7,951.50			0%	$ -	$ 7,951.50	$ -
10 PIPING	$ 52,479.90	$ 12,000.00		23%	$ 12,000.00	$ 40,479.90	$ 600.00
DIVISION 11 - CHEMICAL FEED & STORAGE FACILITIES							
1 EXCAVATION	$ 5,032.80			0%	$ -	$ 5,032.80	$ -
2 SET CATCH BASINS	$ 7,549.20			0%	$ -	$ 7,549.20	$ -
3 FOUNDATIONS W/ UNDERDRAINS	$ 50,328.00			0%	$ -	$ 50,328.00	$ -
4 PRECAST CONCRETE BOXES	$ 12,582.00			0%	$ -	$ 12,582.00	$ -
5 CHEMICAL STORAGE TANKS	$ 25,164.00			0%	$ -	$ 25,164.00	$ -
6 MISC METALS	$ 12,582.00			0%	$ -	$ 12,582.00	$ -
7 ERECT PEMB	$ 50,328.00			0%	$ -	$ 50,328.00	$ -
8 PIPING	$ 88,074.00			0%	$ -	$ 88,074.00	$ -
DIVISION 12 - IN-PLANT / TRANSFER PUMP STATION & VAC CON							
1 EXCAVATION	$ 26,124.00			0%	$ -	$ 26,124.00	$ -
2 WET WELL	$ 65,310.00			0%	$ -	$ 65,310.00	$ -
3 MISC METALS	$ 26,124.00			0%	$ -	$ 26,124.00	$ -
4 PUMPS	$ 104,496.00			0%	$ -	$ 104,496.00	$ -
5 PIPING	$ 39,186.00			0%	$ -	$ 39,186.00	$ -
DIVISION 13 - AEROBIC DIGESTERS							
1 DEMO MECHANICAL PIPING	$ 14,340.00			0%	$ -	$ 14,340.00	$ -
2 AERATORS & MOORING ARMS	$ 143,400.00	$ 123,324.00		86%	$ 123,324.00	$ 20,076.00	$ 6,166.20

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
3 SUPERNATE DISCHARGE BOX	$ 14,340.00			0%	$ -	$ 14,340.00	$ -
4 AERATORS INSTALL	$ 20,076.00			0%	$ -	$ 20,076.00	$ -
5 UNDERGROUND DI PIPING	$ 71,700.00			0%	$ -	$ 71,700.00	$ -
6 INSTALL TELESCOPING VALVES	$ 22,944.00			0%	$ -	$ 22,944.00	$ -
DIVISION 14 - OPERATIONS BUILDING							
1 EXCAVATION	$ 12,150.00			0%	$ -	$ 12,150.00	$ -
2 FOUNDATIONS	$ 121,500.00			0%	$ -	$ 121,500.00	$ -
3 STRUCTURAL PEMB	$ 121,500.00			0%	$ -	$ 121,500.00	$ -
4 CMU BLOCK	$ 30,375.00			0%	$ -	$ 30,375.00	$ -
5 ERECT TRUSSES AND METAL ROOF	$ 36,450.00			0%	$ -	$ 36,450.00	$ -
6 HVAC	$ 78,975.00		$ 6,913.15	9%	$ 6,913.15	$ 72,061.85	$ 345.66
7 PLUMBING	$ 72,900.00			0%	$ -	$ 72,900.00	$ -
8 INSTALL LAB MATERIALS	$ 30,375.00			0%	$ -	$ 30,375.00	$ -
9 ARCHITECTURAL ITEMS	$ 72,900.00			0%	$ -	$ 72,900.00	$ -
10 SECURITY SYSTEM	$ 30,375.00			0%	$ -	$ 30,375.00	$ -
DIVISION 16 - LINE CREW BUILDING							
1 EXCAVATION	$ 18,062.18			0%	$ -	$ 18,062.18	$ -
2 FOUNDATIONS	$ 180,621.80			0%	$ -	$ 180,621.80	$ -
3 STRUCTURAL PEMB	$ 198,683.98			0%	$ -	$ 198,683.98	$ -
4 CMU BLOCK	$ 54,186.54			0%	$ -	$ 54,186.54	$ -
5 METAL SIDING	$ 18,062.18			0%	$ -	$ 18,062.18	$ -
6 HVAC	$ 108,373.08		$ 19,700.15	18%	$ 19,700.15	$ 88,672.93	$ 985.01
7 PLUMBING	$ 72,248.72			0%	$ -	$ 72,248.72	$ -

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
8 MISC METALS	$ 45,155.45			0%	$ -	$ 45,155.45	$ -
9 CASEWORK & CABINETS	$ 63,217.63			0%	$ -	$ 63,217.63	$ -
10 ARCHITECTURAL ITEMS	$ 144,497.44			0%	$ -	$ 144,497.44	$ -
DIVISION 17 - ELECTRICAL							
1 MOBILIZATION & TEMPORARY POWER	$ 49,520.00	$ 49,520.00		100%	$ 49,520.00	$ -	$ 2,476.00
2 SUBMITTALS	$ 24,760.00	$ 23,522.00		95%	$ 23,522.00	$ 1,238.00	$ 1,176.10
3 GENERAL CONDITIONS	$ 99,040.00	$ 17,606.00	$ 2,612.50	20%	$ 20,218.50	$ 78,821.50	$ 1,010.93
4 TESTING, START-UP, & CHECKOUT	$ 49,520.00			0%	$ -	$ 49,520.00	$ -
5 LIGHTNING PROTECTION	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
6 DEMOBILIZATION	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
7 MANHOLES	$ 49,520.00	$ 16,932.80		34%	$ 16,932.80	$ 32,587.20	$ 846.64
8 INSTALL MANHOLES	$ 24,760.00	$ 16,500.00		67%	$ 16,500.00	$ 8,260.00	$ 825.00
9 ELECTRICAL GEAR	$ 1,089,440.00		$ 36,575.00	3%	$ 36,575.00	$ 1,052,865.00	$ 1,828.75
10 INSTALL ELECTRICAL EQUIPMENT	$ 74,280.00			0%	$ -	$ 74,280.00	$ -
11 LIGHTING	$ 74,280.00			0%	$ -	$ 74,280.00	$ -
12 INSTALL LIGHTING	$ 49,520.00			0%	$ -	$ 49,520.00	$ -
13 UNDERGROUND CONDUIT & EXCAVATION	$ 247,600.00	$ 67,044.00	$ 16,625.00	34%	$ 83,669.00	$ 163,931.00	$ 4,183.45
14 SURFACE CONDUIT	$ 173,320.00			0%	$ -	$ 173,320.00	$ -
15 WIRE & TERMINATIONS	$ 198,080.00			0%	$ -	$ 198,080.00	$ -
16 GROUNDING	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
17 SECURITY CONDUIT & WIRE	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
18 LINE CREW LIGHTING	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
19 LINE CREW INSTALL LIGHTING	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
20 LINE CREW UNDERGROUND CONDUIT & EXCAVATION	$ 49,520.00			0%	$ -	$ 49,520.00	$ -

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
21 LINE CREW SURFACE CONDUIT	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
22 LINE CREW WIRE & TERMINATIONS	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
23 LINE CREW GROUNDING	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
TOTAL	$ 15,426,644.00	$ 1,537,981.25	$ 789,205.44	10%	$ 2,327,186.69	$ 13,099,457.31	$ 116,359.33

Stored Material Summary

Contractor's Application

For (Contract):	DEP SRF Harbor Road WRF Expansion, Ph. 2 SRF Agreement No. WW100420 City of Green Cove Springs, Florida	Application Number: 04
Application Period:	07/26/2021-08/29/2021	Application Date: 08/30/2021

A		B	C		D		E		F		G
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
	1845135	Multiple	Green Cove	Perforated Pipe and fittings	04/29/2021	3,703.38		3,703.38			3,703.38
	21-26	Subm. No. 01	Green Cove	Floating Aerators	04/30/2021	122,383.10		122,383.10			122,383.10
	1843656	Multiple	Green Cove	Underdrain Piping	05/05/2021	34,008.79		34,008.79			34,008.79
	1843656-1	Multiple	Green Cove	Underdrain Piping and fittings	05/17/2021	12,674.04		12,674.04			12,674.04
	1845357	Multiple	Green Cove	Pipe Fittings	05/20/2021		7,922.44	7,922.44			7,922.44
	1845822	Multiple	Green Cove	Pipe & Fittings	05/26/2021	54,116.18		54,116.18			54,116.18
	16	Subm. No. 29	Subcontractor	Fencing Materials	06/01/2021	58,360.60		58,360.60			58,360.60
	1845357-1	Multiple	Green Cove	Pipe Fittings	06/02/2021		186.42	186.42			186.42
	21-39	Multiple	Green Cove	FRP Weirs and Baffles for secondary clarifiers	06/03/2021	22,335.00		22,335.00			22,335.00
	1845357-2	Multiple	Green Cove	Pipe fittings	06/07/2021	3,095.20		3,095.20			3,095.20
	1845357-3	Multiple	Green Cove	Pipe fittings	06/11/2021	4,781.66		4,781.66			4,781.66
	1843668	Multiple	Green Cove	Pipe fittings	06/12/2021	76,156.51		76,156.51			76,156.51
	1845357-4	Multiple	Green Cove	Pipe Fittings	06/16/2021		2,196.32	2,196.32			2,196.32
	1855262	Multiple	Green Cove	Pipe fittings	06/17/2021	27,469.45		27,469.45			27,469.45
	1845244	Multiple	Green Cove	Pipe fittings	06/18/2021	37,059.47		37,059.47			37,059.47
	1845135-1	Multiple	Green Cove	Pipe fittings	06/23/2021	1,816.32		1,816.32			1,816.32
	CM115120	Multiple	Green Cove	Pipe	06/25/2021		-1,997.04	- 1,997.04			- 1,997.04
	1857688	Multiple	Green Cove	Combination Air Valves	06/30/2021		6,678.00	6,678.00			6,678.00
	1844633	Multiple	Green Cove	Pipe & Fittings	07/13/2021	29,336.72		29,336.72			29,336.72
	1859345	Multiple	Green Cove	Pipe and Fittings	07/12/2021		3,554.60	3,554.60			3,554.60
	1857392	Multiple	Green Cove	Valves	07/15/2021	30,104.00		30,104.00			30,104.00
	3556B82123	Subm. No. 27	Green Cove	In-Plant Submersible Pumps	07/21/2021		16,755.42	16,755.42			16,755.42
	1864289	Multiple	Green Cove	Polywrap Pipe tape	07/28/2021		1,074.84	1,074.84			1,074.84
	1845244-1	Multiple	Green Cove	Pipe Fittings	07/30/2021		24,788.91	24,788.91			24,788.91
	1845822-1	Multiple	Green Cove	14" Bell Restraints	08/02/2021		3,805.40	3,805.40			3,805.40
	1859345-1	Multiple	Green Cove	Pipe Fittings	08/10/2021		769.56	769.56			769.56
	3556B85393	Subm. No. 27	Green Cove	In-Plant Submersible Pumps - guide rails, brackets, etc	08/13/2021		13,765.90	13,765.90			13,765.90
	3556B85757	Subm. No. 27	Green Cove	In-Plant Submersible Pumps - Base Plates	08/17/2021		2,548.24	2,548.24			2,548.24
	281045636	Subm. No. 20	Green Cove	Slide Gate materials	08/17/2021		90,175.00	90,175.00			90,175.00
	8481201	Subm. No. 73	Submittals	Oculus Control System	07/27/2021		170,922.73	170,922.73			170,922.73
	8481198	Subm. No. 57	Submittals	Mechanical Surface Aerators	07/27/2021		79,214.39	79,214.39			79,214.39
	8481199	Subm. No. 58	Submittals	Submersible Mixers	07/27/2021		34,806.96	34,806.96			34,806.96
	8481199	Subm. No. 59	Submittals	EliminatR Gate	07/27/2021		44,512.64	44,512.64			44,512.64
	8481234	Subm. No. 64	Submittals	80' C4-FTS Clarifiers w/C40HT Drives	08/02/2021		106,705.49	106,705.49			106,705.49
	M3-L3026-1	Subm. No. 20	Submittals	Coordination Services - Alfa Laval	08/17/2021		37,600.00	37,600.00			37,600.00
				Totals		517,400.42	645,986.22	1,163,386.64			1,163,386.64

Modified per Mittauer Associates, Inc.
EJCDC® C-620 Contractor's Application for Payment
© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845357	$7,922.44	59035	1 of 1

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

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

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

SHIP TO:

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

RM 30004

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012009	JGS	HARBOR RD WRF EXPANSION	05/20/21	ID 104406

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 1845244			
			RIVER OUTFALL			
1	0	DMJ9LA24	DOM 24 MJ C153 90 BEND L/A		EA	0.00
1	1	DMJRLA2416	DOM 24X16 MJ C153 RED L/A	1384.000	EA	1384.00
1	1	DMJ4LA20	DOM 20 MJ C153 45 BEND L/A	1137.000	EA	1137.00
1	0	DMJTLA20	DOM 20 MJ C153 TEE L/A		EA	0.00
1	1	DMJSCAPLA20	DOM 20 MJ C153 SLD CAP L/A	597.000	EA	597.00
2	0	DMJ9LA16	DOM 16 MJ C153 90 BEND L/A		EA	0.00
8	4	DMJ4LA16	DOM 16 MJ C153 45 BEND L/A	730.000	EA	2920.00
			REUSE LINE			
2	2	DMJ4LAP	DOM 4 MJ C153 45 BEND L/A	60.000	EA	120.00
1	1	DMJ9LAP	DOM 4 MJ C153 90 BEND L/A	72.000	EA	72.00
1	0	DMJTCAPLAPK	DOM 4X2 MJ C153 TAP CAP L/A		EA	0.00
			WATER			
2	2	DF9P	DOM 4 DI 125# C110 FLG 90 BEND	148.000	EA	296.00
2	2	DMJ9LAP	DOM 4 MJ C153 90 BEND L/A	72.000	EA	144.00
1	1	DMJTLAU	DOM 6 MJ C153 TEE L/A	164.000	EA	164.00
1	1	DMJ9LAU	DOM 6 MJ C153 90 BEND L/A	114.000	EA	114.00
4	4	DMJ9LAP	DOM 4 MJ C153 90 BEND L/A	72.000	EA	288.00
2	2	DMJ4LAP	DOM 4 MJ C153 45 BEND L/A	60.000	EA	120.00
1	0	DMJTPUK	DOM 6X2 MJ C153 TAP PLUG		EA	0.00
			DRAINAGE			
1	1	DMJ1LAX	DOM 6 MJ C153 11-1/4 BEND L/A	118.000	EA	118.00
			INVOICE SUB-TOTAL			**7474.00**
			TAX	Florida 5000 Cap Met		**448.44**

RECD MAY 23

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

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$7,922.44**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845357-1	$166.42	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012~~8809~~ 2032	JGS	HARBOR RD WRF EXPANSION	06/02/21	ID 104497D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 1845244			
			RIVER OUTFALL			
1	0	DMJ9LA24	DOM 24 MJ C153 90 BEND L/A		EA	0.00
1	0	DMJTLA20	DOM 20 MJ C153 TEE L/A		EA	0.00
2	0	DMJ9LA16	DOM 16 MJ C153 90 BEND L/A		EA	0.00
4	0	DMJ4LA16	DOM 16 MJ C153 45 BEND L/A		EA	0.00
			REUSE LINE			
1	1	DMJTCAPLAPK	DOM 4X2 MJ C153 TAP CAP L/A	61.000	EA	61.00
			WATER			
1	1	DMJTPUK	DOM 6X2 MJ C153 TAP PLUG	96.000	EA	96.00
			DRAINAGE			
			INVOICE SUB-TOTAL			157.00
			TAX	Florida 5000 Cap Met		9.42

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

RECEIVED
JUN 01 REC'D

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** $166.42

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845357-4	$2,196.32	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012809 2032	JGS	HARBOR RD WRF EXPANSION	06/16/21	ID 104626D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 1845244			
			RIVER OUTFALL			
1	1	DMJTLA20	DOM 20 MJ C153 TEE L/A	2072.000	EA	2072.00
			INVOICE SUB-TOTAL			**2072.00**
			TAX	Florida 5000 Cap Met		**124.32**

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

RECEIVED
JUN 21 REC'D
By

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$2,196.32**

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

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

Please contact with Questions: 407-816-6550

CREDIT MEMO NUMBER	TOTAL DUE	CUSTOMER	PAGE
CM115120	-$1,997.04	59035	1 of 1

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032	JGS	HARBOR RD WRF EXPANSION	06/25/21	IC CM0

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
240	240	DR18GPU	6 C900 DR18 PVC GJ GREE OI:1855262	7.850	FT	-1884.00
	Cust PO: 463000012032		Job Name: HARBOR RD WRF EXPANSION			
			INVOICE SUB-TOTAL			**-1884.00**
			TAX	Florida 5000 Cap Met		**-113.04**

Looking for a more convenient way to pay your bill?

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

TERMS: **ORIGINAL INVOICE** **TOTAL DUE** **-$1,997.04**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1857688	$6,678.00	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	4630000.2032	JGS	ARVs	06/30/21	ID 104748D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
3	3	SP-G2COMBTHRDAIRVL	2X2 COMB THRD AIR VLV Sequence #: 454 ARI D-025PT02	1050.000	EA	3150.00
1	1	SP-G2COMBTHRDAIRVL	2X2 COMB THRD AIR VLV Sequence #: 535 ARI D-025PT02	1050.000	EA	1050.00
1	1	SP-G2COMBTHRDAIRVL	2X2 COMB THRD AIR VLV Sequence #: 572 ARI D-025PT02	1050.000	EA	1050.00
1	1	SP-G2COMBTHRDAIRVL	2X2 COMB THRD AIR VLV Sequence #: 630 ARI D-025PT02	1050.000	EA	1050.00
			INVOICE SUB-TOTAL			**6300.00**
			TAX	Florida 6000 Cap Met		**378.00**

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

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$6,678.00**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1859345	$3,554.60	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032 CO1	JGS	HARBOR RD WRF EXPANSION	07/12/21	IO 104830

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
20	20	DR18GPP	4 C900 DR18 PVC GJ GREE PIPE	4.500	FT	90.00
100	100	P80BP	4 X 20 FT PVC S80 BE PIPE	984.000	C	984.00
140	140	P80BK	2 X 20 FT PVC S80 BE PIPE	306.000	C	428.40
1	0	DMJTLAP	DOM 4 MJ C153 TEE L/A		EA	0.00
1	0	DMJ9LAP	DOM 4 MJ C153 90 BEND L/A		EA	0.00
2	2	AFC2604DLAFMM	4 DI MJ RW OL SS STEM VLV L/A	396.000	EA	792.00
9	1	FUFR1500CA4U	4IN UFR1500-CA-U RESTRAINER	39.000	EA	39.00
2	2	DVBLIDW	TYLER VLV BX LID WTR DOM	18.000	EA	36.00
2	2	DVBSTS10	10 SC VLV BX TOP DOM	43.000	EA	86.00
2	2	DVBSBS15	DOM 15 SC VLV BX BOT SECT	52.000	EA	104.00
			S80 FITTINGS			
4	4	P80S4P	4 PVC S80 SXS 45 ELL	35.000	EA	140.00
4	0	MUL040492	4 PVC SWR REC THRD CO PLUG		EA	0.00
4	4	P80SFAP	4 PVC S80 SXF ADPT	36.000	EA	144.00
30	30	P80S4K	2 PVC S80 SXS 45 ELL	9.000	EA	270.00
10	10	P80STPPK	4X4X2 PVC S80 SXSXS TEE	24.000	EA	240.00
			BASINS			
4	0	FFSD120CB2	12 SQ BASIN		EA	0.00
3	0	SP-FSD301720	FSD 3017 20" DRAIN		EA	0.00
			INVOICE SUB-TOTAL			**3353.40**
			TAX	Florida 5000 Cap Met		**201.20**

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

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE **$3,554.60**

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

Xylem Water Solutions U.S.A., Inc.

455 HARVEST TIME DRIVE
SANFORD, FL 32771
Tel.(407)880-2900 Fax:(407)880-2962

110805

REMIT TO

26717 Network Place
Chicago, IL 60673-1267

INVOICE

YOUR PURCHASE ORDER			
DEP SRF HARBOR RD			
INVOICE NO.	FUS NO.	DATE SHIPPED	DELIVERY NOTE
3556B82123	D33513	7/21/21	H34482
INVOICE DATE	TRN	WHS	PAYMENT TERMS
7/21/21	A3	096	100% N90 FROM INVOICE

Sold To:

Customer No. 203468
Global No. 5017686

WILLIAMS IND SERVICES LLC

100 CRESCENT CENTER PKWY STE 1
SUITE 1240
TUCKER GA 30084-7063

Ship To:

CGCS/DEP SRF HARBOR WR PH 2 LS
Ed Gathercole 904-716-2652
1277 HARBOR ROAD
GREEN COVE SPRINGS FL 32043

FREIGHT TERMS	DELIVERY TERMS	ORDER PROCESSED BY
Jobsite	Prepaid	FLYGT-ORLANDO, FL BRANCH
SHIP VIA	ORDER TEXT	CUSTOMER TEXT
Shipper choice-Ground	PO 463000012013	CJAAP 2021-APO-0116

LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED UM	UNIT PRICE DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
	DEP SRF HARBOR RD WRF- CLAY CO				
001	0031270600016 NP489-4 7.5/460/3 50' FLS FV S/N:2140060 D/N H34482 S/N:2140061 D/N H34482 FLS ENABLED	2 EA			
	TOT PRICE/GROUP 001 - 001				15,807.00
	SUB-TOTAL OF POSITIONS				15,807.00
	** ADD NO S & H CHARGES **				
	TOTAL WEIGHT 706.200 LBS				
	NET AMOUNT BEFORE TAXES USD FL STATE				15,807.00 17 948.42 19

7/21/21-US PORT expected exit date of 07/22/21
TOTAL WEIGHT ON D/N:H34482
DISPATCH INFO: 594849

ORDER TOTAL USD
16,755.42

RECEIVED
JUL 27 REC'D

PORTANT - This invoice is governed by and subject to TERMS AND CONDITIONS OF SALE - XYLEM AMERICAS. Different terms are hereby rejected unless expressly assented to in
. Terms are accessible at http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1864289	$1,074.84	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032	JGS	HARBOR RD WRF EXPANSION	07/28/21	IO 104961

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
300	300	T3888760	27X300 POLYWRAP F/ 10 - 12 DIP GREE	0.850	FT	255.00
300	300	T3888765	34X300 POLYWRAP F/ 14 - 16 DIP GREE	1.000	FT	300.00
300	300	SP-T3888767	41X300 POLYWRAP F/ 18-20 DIP GREEN	1.250	FT	375.00
12	12	PSPWT210	2X100 10 MIL PIPE WRAP TAPE	7.000	EA	84.00
			INVOICE SUB-TOTAL			**1014.00**
			TAX	Florida 5000 Cap Met		**60.84**

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

Looking for a more convenient way to pay your bill?

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



TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$1,074.84**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845244-1	$24,788.91	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FL2CLA	463000012032	JGS	HARBOR RD WRF EXPANSION	07/30/21	ID 104981

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			ALL DOMESTIC			
			PERMOX LINED			
1	1	DMJ4P4LA20	DOM 20 MJ C153 P-401 45 BEND L/A	1728.000	EA	1728.00
1	0	DMJ9P4LA20	DOM 20 MJ C153 P-401 90 BEND L/A		EA	0.00
1	0	DMJTP4LA2012	DOM 20X12 MJ C153 P-401 TEE L/A		EA	0.00
1	0	DMJRP4LA2016	DOM 20X16 MJ C153 P-401 RED L/A		EA	0.00
1	0	DMJ9P4LA12	DOM 12 MJ C153 P-401 90 BEND L/A		EA	0.00
1	1	DMJ9P4LAU	DOM 6 MJ C153 P-401 90 BEND L/A	234.000	EA	234.00
1	1	DMJCRP4LAU	DOM 6 MJ C153 P-401 CRS L/A	433.000	EA	433.00
1	0	DFCROSS24	DOM 24 DI 125# C110 FLG CRS		EA	0.00
			1" TAP			
1	1	DMJTP4LA24	DOM 24 MJ C153 P-401 TEE L/A	4395.000	EA	4395.00
1	0	DDMT2414CTF	24X14 MJ C153 PERMOX TEE L/A *X		EA	0.00
1	0	DMJELRLA2414	DOM 24X14 MJ C153 RED EPOX		EA	0.00
1	0	DMJRP4LA2416	DOM 24X16 MJ C153 P-401 RED L/A		EA	0.00
1	0	DMJCRP4LA16	DOM 16 MJ C153 P-401 CRS L/A		EA	0.00
1	0	DMJRP4LA1614	DOM 16X14 MJ C153 P-401 RED L/A		EA	0.00
4	0	DMJ9P4LA14	DOM 14 MJ C153 P-401 90 BEND L/A		EA	0.00
1	0	DMJSPP416	DOM 16 MJ C153 P-401 SLD PLUG		EA	0.00
2	0	DMJELP9LA24	DOM 24 MJXPE 90 C153 BEND EPOX		EA	0.00
3	3	DMJ9P4LA10	DOM 10 MJ C153 P-401 90 BEND L/A	455.000	EA	1365.00
2	0	DMJLSP4LA18	DOM 18 MJ C153 P-401 LONG SLV L/A		EA	0.00
10	8	DMJ9P4LA18	DOM 18 MJ C153 P-401 90 BEND L/A	1895.000	EA	15160.00
4	0	DMJ9P4LA14	DOM 14 MJ C153 P-401 90 BEND L/A		EA	0.00
			INVOICE SUB-TOTAL			**23315.00**
			TAX	Clay		**1473.91**

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

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$24,788.91**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845822-1	$3,805.40	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032	JGS	HARBOR RD WRF EXPANSION	08/02/21	ID 104995

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
10	10	SP-FUFR1390C14RBU	14 UFR1390-C-14-RB-U100	359.000	EA	3590.00
			INVOICE SUB-TOTAL			**3590.00**
			TAX	Florida 5000 Cap Met		**215.40**

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

Looking for a more convenient way to pay your bill?

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



TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$3,805.40**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1859345-1	$769.56	59035	1 of 1

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

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

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

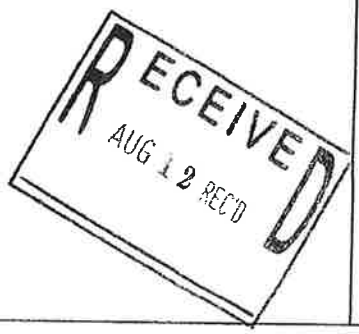
SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032 CO1	JGS	HARBOR RD WRF EXPANSION	08/10/21	IO 105066

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	DMJTLAP	DOM 4 MJ C153 TEE L/A	107.000	EA	107.00
1	0	DMJ9LAP	DOM 4 MJ C153 90 BEND L/A		EA	0.00
8	0	FUFR1500CA4U	4IN UFR1500-CA-U RESTRAINER		EA	0.00
			S80 FITTINGS			
4	4	MUL040492	4 PVC SWR REC THRD CO PLUG	6.000	EA	24.00
			BASINS			
4	4	FFSD120CB2	12 SQ BASIN	55.000	EA	220.00
3	3	SP-FSD301720	FSD 3017 20" DRAIN	125.000	EA	375.00
			INVOICE SUB-TOTAL			726.00
			TAX	Florida 5000 Cap Met		43.56

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



Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX — ORIGINAL INVOICE — **TOTAL DUE** $769.56

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

Xylem Water Solutions U.S.A., Inc.

455 HARVEST TIME DRIVE
SANFORD, FL 32771
Tel.(407)880-2900 Fax:(407)880-2962

REMIT TO

26717 Network Place
Chicago, IL 60673-1267

RECEIVED
AUG 23 2021
By

INVOICE

YOUR PURCHASE ORDER: DEP SRF HARBOR RD

INVOICE NO.	FUS NO.	DATE SHIPPED	DELIVERY NOTE
3556B85393	D33513	8/13/21	H38660

INVOICE DATE	TRN	WHS	PAYMENT TERMS
8/13/21	A3	220	100% N90 FROM INVOICE

Sold To:

Customer No. 203468
Global No. 5017686

WILLIAMS IND SERVICES LLC

100 CRESCENT CENTER PKWY STE 1
SUITE 1240
TUCKER GA 30084-7063

Ship To:

CGCS/DEP SRF HARBOR WR PH 2 LS
Ed Gathercole 904-716-2652
1277 HARBOR ROAD
GREEN COVE SPRINGS FL 32043

FREIGHT TERMS	DELIVERY TERMS	ORDER PROCESSED BY
Jobsite	Prepaid	FLYGT-ORLANDO, FL BRANCH
SHIP VIA	ORDER TEXT	CUSTOMER TEXT
Averitt	PO 463000012013	CJAAP 2021-APO-0116

LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED UM	UNIT PRICE DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
	DEP SRF HARBOR RD WRF- CLAY CO				
001	0000004421817 SLING,CHAIN UNIT SS WIRE 7.6M	2 EA			
002	0000005401305 CONNECTION,DISCH 4X4" CI	2 EA			
003	1400000498901 ROD,THREADED 3/4"-10X12" 316SS	12 EA			
004	1400000488306 NOZZLE,MIXING FOR ADHESIVE 2PK	2 EA			
005	1400000488305 ADHESIVE,ANCHORING AC100PLUS+ 10OZ TUBE	3 EA			
006	0000006136804 BRACKET,GUIDE BAR UPPER 2" 316 OLD NUMBER: APUMPDPGBRKTSS	2 EA			
007	1400000490103	100			

Cont on 2

$13,765.00

Xylem Water Solutions U.S.A., Inc.

455 HARVEST TIME DRIVE
SANFORD, FL 32771
Tel.(407)880-2900 Fax:(407)880-2962

RECEIVED
AUG 23 2021
BY

REMIT TO

26717 Network Place
Chicago, IL 60673-1267

INVOICE

YOUR PURCHASE ORDER: DEP SRF HARBOR RD

INVOICE NO.	FUS NO.	DATE SHIPPED	DELIVERY NOTE
3556B85757	D33513	8/17/21	H39470

INVOICE DATE	TRN	WHS	PAYMENT TERMS
8/17/21	A3	220	100% N90 FROM INVOICE

Sold To:

Customer No. 203468
Global No. 5017686

WILLIAMS IND SERVICES LLC

100 CRESCENT CENTER PKWY STE 1
SUITE 1240
TUCKER GA 30084-7063

Ship To:

CGCS/DEP SRF HARBOR WR PH 2 LS
Ed Gathercole 904-716-2652
1277 HARBOR ROAD
GREEN COVE SPRINGS FL 32043

FREIGHT TERMS	DELIVERY TERMS	ORDER PROCESSED BY
Jobsite	Prepaid	FLYGT-ORLANDO, FL BRANCH
SHIP VIA	ORDER TEXT	CUSTOMER TEXT
Averitt	PO 463000012013	CJAAP 2021-APO-0116

LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED UM	UNIT PRICE DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
	DEP SRF HARBOR RD WRF- CLAY CO				
001	1409407045785G BASE PLATE 30"X 51" w/SS STUDS 1" A36 STEEL	2 EA			
	TOT PRICE/GROUP		001 - 001		2,404.00
	SUB-TOTAL OF POSITIONS				2,404.00
	** ADD NO S & H CHARGES **				
	TOTAL WEIGHT 700.000 LBS				
	NET AMOUNT BEFORE TAXES USD				2,404.00
	FL STATE				144.24
	DISPATCH INFO: 0690726466				
	ORDER TOTAL USD				2,548.24

IMPORTANT - This invoice is governed by and subject to TERMS AND CONDITIONS OF SALE - XYLEM AMERICAS. Different terms are hereby rejected unless expressly asse
writing. Terms are accessible at http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx

Invoice

Recipient
Williams Industrial Services, LLC
100 CRESENT CENTRE PKWY
SUITE 1240
TUCKER, GA 30084
UNITED STATES

Delivery address
CGCS/DEP SRF Harbor Rd. WR PH2/LS
321 Walnut Street

Green Cove Springs, Florida 32043
UNITED STATES

Your reference

Customer
Williams Industrial Services, LLC
100 CRESENT CENTRE PRKWY
SUITE 1240
Tucker, GA 30084
UNITED STATES

Your reference

Your order no
463000012005

Please state at payment
Invoice no 281045636

Our reference

Sales Contact Person
Alvaro Ramirez

Our reference
Shery Craig

Date
08/17/2021

Due date
10/01/2021

Payment terms
Net 45 Days

Delivery method
Truck Freight

Delivery terms
DAP - Delivered At Place
Green Cove Springs

Order no
P001783

Cust no
E1730725

Ln	Description	VAT	Invoice no	Amount
10	Milestone 1 Equipment Delivery	00		85,000.00

Item value	85,000.00
Sales Tax	5,175.00
TO PAY USD	90,175.00

Alfa Laval Inc. (AL) will process personal data supplied by you for the purpose of enabling AL to perform any contractual obligations towards you and to fulfil AL's statutory obligations. An application by you for information of your personal data registered by us must be made in writing to AL.
The general conditions of sale are according to AL's General Conditions Of Sale if nothing else is stated. An extra copy of these conditions will be sent to you upon request.
The goods to be delivered may be subject to export license requirement. AL reserves the right to cancel the order without any liability for damage or loss arising out of or relating to the cancellation in the event such an export license is not granted by competent export control authority.
Attention of the buyer is drawn to the following: Indirect, special and/or consequential damages are excluded from Supplier's liability and Supplier's total liability shall never exceed a maximum cumulative amount equal to 15 % of the contract price. Should parts of the contract be held to be invalid or otherwise unenforceable in any jurisdiction, any other contract provisions shall not be affected.

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 123227
Dallas, TX 75312-3227

Local sales office
Alfa Laval Inc.
10470 Deer Trail Drive
Houston, TX 77038
United States

Contact
Tel.: (800) 362-9041
Fax: (281) 449-1324
customerservice.usa@alfalaval.com
www.alfalaval.com

CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, Williams Industrial Services LLC, in consideration of the sum of $ 749,745.17, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to The City of Green Cove Springs (name of owner), for the improvements to the following described project DEP SRF Harbor Road WRF Expansion, Phase 2.
The lienor certifies that all progress payments have been utilized to provide progress payments to subcontractors, suppliers, and other related vendors associated with the listed project.

Dated on September 13, 2021

Lienor's Name: Williams Industrial Services LLC

Address: 591 Picketville Rd.

Jacksonville, FL 32220

By: Mikki Gathercole

Printed Name: Mikki Gathercole, Project Admin

STATE OF FLORIDA

COUNTY OF Saint Johns

The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 14 day of September, 2021, by Mikki Gathercole as Project Admin for Williams Industrial LLC

Personally known ☒ OR Produced identification ☐

Type of Identifications Produced _____

Alan Clarke Williams Jr.
(Signature of Notary Public)

ALAN CLARKE WILLIAMS, JR.
MY COMMISSION EXPIRES JANUARY 7, 2024
#GG 944849
Bonded thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary

EJCDC Pay Applicaton #4 Revised 9.13.21

Final Audit Report 2021-09-14

Created:	2021-09-14
By:	Mikki Gathercole (msgathercole@wisgrp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIEA9VTO1dFtHhcxIJxDNdzh9ZrH_3AVH

"EJCDC Pay Applicaton #4 Revised 9.13.21" History

Document created by Mikki Gathercole (msgathercole@wisgrp.com)
2021-09-14 - 3:24:35 PM GMT- IP address: 50.225.223.58

Document emailed to Alan Williams (acwilliams@wisgrp.com) for signature
2021-09-14 - 3:25:31 PM GMT

Email viewed by Alan Williams (acwilliams@wisgrp.com)
2021-09-14 - 3:26:38 PM GMT- IP address: 50.225.223.58

Document e-signed by Alan Williams (acwilliams@wisgrp.com)
Signature Date: 2021-09-14 - 3:27:17 PM GMT - Time Source: server- IP address: 50.225.223.58

Agreement completed.
2021-09-14 - 3:27:17 PM GMT

CITY OF GREEN COVE SPRINGS
CITY COUNCIL SPECIAL SESSION - BUDGET WORKSHOP

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, AUGUST 03, 2021 – 9:00 AM

MINUTES

Invocation & Pledge of Allegiance to the Flag – **Council Member Royal**

Roll Call

COUNCIL MEMBERS PRESENT: Mayor Van Royal, Vice Mayor Ed Gaw, Council Member Connie Butler, Council Member Matt Johnson, Council Member Steven Kelley

STAFF MEMBERS PRESENT: L.J. Arnold, III, City Attorney, Steve Kennedy, City Manager, Mike Null, Assistant City Manager, Erin West, City Clerk, Marlena Guthrie, Finance Director

Mayor to call on members of the audience wishing to address the Council on matters not on the Agenda. No comments

COUNCIL BUSINESS

1. City Council review of the Enterprise Funds Operating Budget and Capital Improvement Program (CIP). ***Steve Kennedy, Marlena Guthrie***
   City Manager Steve Kennedy speaks to the Council concerning this year's budget. Mr. Kennedy advises the benefits will remain the same but there will be a 5% increase. He advises the City will be taking the hit for the insurance increase and will not pass the extra cost to the employees. Council discussion follows about the wage study and benefits.
   a. Electric Utility Fund
      Finance Director, Marlena Guthrie explains the Electric Utility Fund.
      Electric Director, Andy Yeager explains the electric budget.
      Council discussion follows.
   b. Water Utility Fund
      Assistant City Manager, Mike Null explains the Water Utility Fund.
      Assistant Water Utilities Director, Scott Schultz explains the Water Capital.
   c. Wastewater Utility Fund
      Assistant City Manager, Mike Null explains the Wastewater Utility Fund.
      Assistant Water Utilities Director, Scott Schultz explains the Wastewater Capital.
      Council discussion follows.
   d. Solid Waste Fund
      Assistant City Manager, Mike Null explains the Solid Waste Fund and advises there is no Capital for this fund.
      Council discussion follows.
   e. Customer Service Fund
      Finance Director, Marlena Guthrie explains the Customer Service Fund.
      Council discussion follows.

f. Stormwater Fund
Assistant City Manager, Mike Null explains the Stormwater Fund.
Assistant Public Works Director, Steve Thomas explains the Stormwater Capital.
Council discussion follows.

g. Reclaimed Water Utility Fund
Assistant City Manager, Mike Null explains the Reclaimed Water Utility Fund.

City Manager & City Attorney Reports / Correspondence

City Council Reports / Correspondence

Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 2:50 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

Edward R. Gaw, Mayor

Attest:

Erin West, City Clerk

Proclamation

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS PROCLAIMING OCTOBER 2, 2021, AS "SOUL FOOD and MUSIC FESTIVAL DAY"

WHEREAS the first ***Soul Food Festival*** was a vision organized by a group of community supporters and volunteers known as "Breaking Away the Cycle of Pain" (BATCOP), and

WHEREAS, the group included Janice Allen, Charles Battle, Mary Ford, Clarence Hampshire, Sr., Felecia Hampshire, Roosevelt Page, Donna Reese, John Sanders, Matthew Tinney, Jr., and Delphine Williams, Jr., and

WHEREAS the organizers began to promote the event in an effort to unify all facets of the community at Vera Francis Hall Park for a day filled with fun and festivities, such as a parade, food, music, and games, to bring the community together and instill pride in its citizens; and

WHEREAS, in 2008-2009, the festival organizers renamed the organization "Soul Food Festival, Inc." and the festival has grown from a few participants the first year to over 50 volunteers and has brought unity and respect to the community: and

WHEREAS, the ***Soul Food Festival*** has celebrated several important events in the community, such as the dedication of Martin Luther King, Jr. Boulevard in 2002 and the dedication of the newly constructed amphitheater at Vera Francis Hall Park in 2005, and the newly constructed Augusta Savage Mentoring Center; and

WHEREAS the ***Soul Food Festival*** continues the celebration of culture and pride in the Green Cove Springs community; and

WHEREAS 2021 marks the 20th anniversary of the ***Soul Food and Music Festival*** which will be held at the Vera Francis Hall Park on Saturday, October 2, 2021, and the City Council of Green Cove Springs wishes to recognize the event by designating the day as "***SOUL FOOD and MUSIC FESTIVAL DAY".***

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

Section 1. The Green Cove Springs City Council hereby declares Saturday, October 2, 2021, as **"*SOUL FOOD and MUSIC FESTIVAL DAY*"** in Green Cove Springs.

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

Section 3. An appropriately framed copy of this Proclamation shall be presented to the organizers of the ***2021 Soul Food and Music Festival***.

DONE AND PROCLAIMED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 21st DAY OF SEPTEMBER 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

_____

Edward Gaw, Mayor

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** September 21, 2021

FROM: Andy Yeager, Electric Director

SUBJECT: City Council authorization to purchase a Digger Derrick Truck from Altec Industries under the Sourcewell bid in the amount of $240,000. ***Andy Yeager***

BACKGROUND

The city Electric Department currently includes four Bucket Trucks and two Digger Derrick Trucks. Truck #435 is a 1998 Digger Derrick with a lot of idle hours from use on the job site while working.

This truck is only used in emergency because of safety concerns. The chassis is a 1998 GMC 7500 which is no longer made and next to impossible to find parts for. The truck is very under powered, and the crews do not leave the pavement for fear of getting stuck.

With the workload ahead of the Electric Department we find ourselves in the position of needing a more reliable truck to keep up with our ever-growing territory. If this item is approved, we will be put in line to receive the truck at the latest Feb.'23 and hopefully that date is improved upon as materials become more readily available. If we wait it pushes our date out even farther.

Attached is a quote from Altec Industries for a standard 4X4 model from the Sourcewell bid that includes most of the needed equipment. The quote amount is $236,966. The staff is requesting the ability to issue a PO for up to $240,000, to include toolboxes, strobe lights and any other items that may need to be added.

FISCAL IMPACT

If approved, the funds will come from the approved FY22 Electric Department Budget

RECOMMENDATION

Authorize to purchase a Digger Derrick form Altec Industries under the Sourcewell bid in an amount not to exceed $240,000 and authorize the surplus and disposal in the best interest of the city truck #435.

Altec Industries, Inc.

Quote Number: 97
Opportunity Number: 1651180
Sourcewell Contract #: 012418-ALT
Date: 9/9/2021

Quoted for: City of Green Cove Springs
Customer Contact:
Phone: / **Email:**

Quoted by: Jeff Atkins
Phone: (816) 676-6649 / **Email:** jeff.atkins@altec.com
Altec Account Manager: Paul Hinson

REFERENCE ALTEC MODEL		Sourcewell Price
DM47B	**47' Digger Derrick**	**$210,054**

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	DM47B-AWD	All Wheel Drive	$24,235
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1			
2			
3			
		SOURCEWELL OPTIONS TOTAL:	$234,289

(B.) **OPEN MARKET ITEMS** *(Customer Requested)*

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS		
8	OTHER		
		OPEN MARKET OPTIONS TOTAL:	$0

SUB-TOTAL FOR UNIT/BODY/CHASSIS:	**$234,289**
Delivery to Customer at $2.20 / mile:	**$2,677**
TOTAL FOR UNIT/BODY/CHASSIS:	**$236,966**

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than **560-590** days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: St. Joseph, MO

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** September 21, 2021

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of, and authorization for the Mayor to execute, Disbursement Request #5, in the amount of $561,813.97 for construction of the Advanced Wastewater Treatment Plant (AWWTP), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420 in the total amount of $15,426,644.33.

BACKGROUND

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

Excerpt from the June 7, 2016 Staff Report

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FISCAL IMPACT

$561,813.97 **to** the Wastewater CIP Budget

RECOMMENDATION

Approve of, and authorize the Mayor to execute, Disbursement Request #4, in the amount of $561,813.97 for construction of the Advanced Wastewater Treatment Plant (AWWTP), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420 in the total amount of $15,426,644.33.

Disbursement Request Package

State Revolving Fund Programs

1. Project Sponsor: City of Green Cove Springs, Florida
2. Project Number: WW100420/SG100421
3. Disbursement Request Number: 5
4. Invoice Period: 7/31/2021 through 8/29/2021
5. Type of Request: Partial [X] Final [ ]
6. Federal Employer Identification Number: 59-6000328
7. Mail [ ] EFT [■] Send Remittance to:

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

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

Account Name: City of Green Cove Springs Utility Fund Savings

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

Disbursement Details

(Rounded to the nearest dollar)

		Amount This Request	Total Cumulative
1.	Planning and Specialized Studies (attach invoices)	$	$
2.	Design (attach invoices)	$	$
3.	Construction and Demolition (attach pay estimates)	$ 547,313.97	$ 2,008,396.16
4.	Technical Services during Construction (attach invoices)	$ 14,500.00	$ 73,750.00
5.	Other (must be specified in agreement)	$	$
6.		$	$
7.	Total cumulative to date		$ 2,082,146.16
8..	Disbursements previously requested		$(1,520,332.19)
9.	Amount requested for disbursement	$ 561,813.97	$ 561,813.97
		(Total of lines 1 through 6)	(Line 7 minus Line 8)

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

SRF_Reporting@dep.state.fl.us

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

I, Edward Gaw, Mayor ,

(name of Authorized Representative designated in the agreement)

on behalf of City of Green Cove Springs, Florida , do hereby certify that:

(name of Project Sponsor)

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

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

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

(Signature of Authorized Representative)

Mayor

(Title)

October 5, 2021

(Date)

Period of Certification:

7/31/21 through 8/29/21

DEP Agreement No. WW100420/SG100421

Project Number WW100420
Disbursement Number 5

Engineer's Certification
of Disbursement Request

I, Jason R. Shepler, P.E. , being the Professional Engineer retained by
(name of Professional Engineer)

City of Green Cove Springs, FL , am responsible for overseeing construction of the
(name of Project Sponsor)
project described in the Agreement and do hereby certify that:

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

Signature of Professional Engineer

Mittauer & Associates, Inc.
Firm or Affiliation

October 5, 2021 (Date)

58760 (P.E. Number)

Period of Certification:

7/31/21 through 8/29/21

DEP Agreement No. WW100420/SG100421

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

Invoice 21392

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

DATE	PLEASE PAY	DUE DATE
08/31/2021	**$14,500.00**	09/20/2021

M&A PROJECT NO.
8905-56-1

DESCRIPTION	AMOUNT

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

Engineering services concerning the DEP SRF Harbor Road WWTF Expansion, Phase 2, Construction Administration project including FDEP SRF and SJRWMD coordination, attendance at construction conferences, shop drawing review, City coordination, RFI responses, vendor coordination, Davis-Bacon interviews, AIS compliance reviews, and contactor correspondence during the period ending August 27, 2021.

LUMP SUM CONTRACT AMOUNT: $696,500.00
Item A. Administration Services, $20,000
Item B. Construction Bidding Services, $8,500
Item C. Construction Administration, $287,500
Item D. SRF Monitoring Requirements (Davis-Bacon & American Iron-Steel Monitoring), $114,500
Item E. Resident Project Representative Services, $233,500
Item F. Start-up Services & Operation/Maintenance Manual, $32,500

AMOUNT PREVIOUSLY INVOICED: $59,250.00

Amount Earned This Period 14,500.00

Thank you for your business.

TOTAL DUE **$14,500.00**

THANK YOU.

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

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

September 14, 2021 VIA EMAIL

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

RE: Contractor's Pay Request No. 4 - Revised
DEP SRF Harbor Road WRF Expansion, Ph. 2
SRF Agreement No. WW100420
City of Green Cove Springs, Florida
Mittauer & Associates, Inc. Project No. 8905-56-1

Dear Mr. Schultz:

We have reviewed Pay Request No. 4 - Revised from Williams Industrial Services, LLC and find it acceptable. We have, accordingly, indicated our approval and are forwarding an electronic copy to you for approval and payment. This pay request totals $749,745.17.

Please note, the schedule of values were modified within this application for payment to better track costs per project component.

We'll be coordinating with the City to split reimbursements between the FDEP SRF and SJRWMD programs.

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

Sincerely yours,
Mittauer & Associates, Inc.

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

JRS/pj
Enclosure
cc: Williams Industrial Services, LLC

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 4 Revised

	Application Period: 07/26/2021-08/29/2021	Application Date: 09/13/2021
To (Owner): City of Green Cove Springs, Florida	From (Contractor): Williams Industrial Services LLC	Via (Engineer): Mittauer & Associates, Inc
Project: DEP SRF Harbor Road WRF Expansion, Ph. 2	Contract: DEP SRF Harbor Road WRF Exp., Ph. 2	
SRF Agreement No.: WW100420	Contractor's Project No.: 46300001	Engineer's Project No.: 8905-56-1

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE			$	15,426,644.00
2. Net change by Change Orders			$	
3. Current Contract Price (Line 1 ± 2)			$	15,426,644.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)			$	2,327,186.69
5. RETAINAGE:				
a.	X 5%	Work Completed	$	58,190.00
b.	X 5%	Stored Material	$	58,169.33
c. Total Retainage (Line 5.a + Line 5.b)			$	116,,359.33
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)			$	2,210,827.36
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)			$	1,461,082.19
8. AMOUNT DUE THIS APPLICATION			$	749,745.17
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)			$	13,215,816.64

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 Signature

By: Alan Williams (Sep 14, 2021 11:27 EDT)	Date: 09/14/2021

Payment of: $ 749,745.17
(Line 8 or other - attach explanation of the other amount)

is recommended by: Jason R Shepler RS 9-14-21
Jason R. Shepler, P.E. Date
Mittauer & Associates, Inc.

Payment of: $
(Line 8 or other - attach explanation of the other amount)

is approved by:
City of Green Cove Springs, Florida (Date)

Approved by:
Funding or Financing Entity (if applicable) (Date)

Modified per Mittauer Associates, Inc.
EJCDC® C-620 Contractor's Application for Payment
© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
DIVISION 1 - GENERAL REQUIREMENTS							
1 BONDS / BUILDER'S RISK INSURANCE	$ 349,520.94	$ 349,520.94		100%	$ 349,520.94	$ -	$ 17,476.05
2 MOBILIZATION	$ 123,360.33	$ 123,360.33		100%	$ 123,360.33	$ -	$ 6,168.02
3 DEMOBILIZATION	$ 67,722.13			0%	$ -	$ 67,722.13	$ -
4 START-UP & TEST PLANT	$ 154,458.04			0%	$ -	$ 154,458.04	$ -
5 SOIL & CONCRETE TESTING	$ 115,843.53			0%	$ -	$ 115,843.53	$ -
6 SITEWORK	$ 1,158,435.04	$ 124,745.67	$ 93,862.98	19%	$ 218,608.65	$ 939,826.39	$ 10,930.43
7 UNDERGROUND PIPING	$ 888,133.73	$ 323,242.48	$ 48,979.45	42%	$ 372,221.93	$ 515,911.80	$ 18,611.10
8 ABOVE GROUND PIPING	$ 540,603.14			0%	$ -	$ 540,603.14	$ -
9 LANDSCAPING/ RETAINING WALL BLOCK	$ 308,916.08			0%	$ -	$ 308,916.08	$ -
10 FENCING	$ 154,458.04	$ 73,358.28		47%	$ 73,358.28	$ 81,099.76	$ 3,667.91
DIVISION 2 - INFLUENT STRUCTURE							
1 EXCAVATION	$ 11,255.31			0%	$ -	$ 11,255.31	$ -
2 STRUCTURE WALLS & ELEVATED SLABS	$ 112,553.10			0%	$ -	$ 112,553.10	$ -
3 FOUNDATIONS	$ 56,276.55			0%	$ -	$ 56,276.55	$ -
4 ERECT ACCESS STAIRS AND HANDRAILS	$ 75,035.40			0%	$ -	$ 75,035.40	$ -
5 MISC METALS	$ 37,517.70		$ 27,489.70	73%	$ 27,489.70	$ 10,028.00	$ 1,374.49
6 EQUIPMENT	$ 337,659.30	$ 14,123.46	$ 100,286.00	34%	$ 114,409.46	$ 223,249.84	$ 5,720.47
7 PIPING	$ 120,056.64	$ 71,569.88		60%	$ 71,569.88	$ 48,486.76	$ 3,578.49
DIVISION 3 - OXIDATION DITCH							
1 OXIDATION DITCH GENERAL CONDITIONS	$ 113,130.00			0%	$ -	$ 113,130.00	$ -
2 OXIDATION DITCH FLOOR	$ 358,245.00	$ 9,050.40		3%	$ 9,050.40	$ 349,194.60	$ 452.52
3 OXIDATION DITCH OUTER ST. WALLS	$ 245,115.00	$ 9,050.40		4%	$ 9,050.40	$ 236,064.60	$ 452.52

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
4 OXIDATION DITCH INTERNAL WALLS	$ 867,330.00	$ 9,050.40		1%	$ 9,050.40	$ 858,279.60	$ 452.52
5 OXIDATION DITCH CIRCULAR END WALLS	$ 113,130.00	$ 6,787.80		6%	$ 6,787.80	$ 106,342.20	$ 339.39
6 OXIDATION DITCH DECKS & COLUMNS	$ 301,680.00			0%	$ -	$ 301,680.00	$ -
7 OXIDATION DITCH WALKWAYS	$ 94,275.00	$ 3,771.00		4%	$ 3,771.00	$ 90,504.00	$ 188.55
8 OXIDATION DITCH ACCESSORIES & PAINTING	$ 56,565.00	$ 53,700.00		95%	$ 53,700.00	$ 2,865.00	$ 2,685.00
9 OXIDATION DITCH EQUIPMENT	$ 1,621,530.00		$ 329,456.72	20%	$ 329,456.72	$ 1,292,073.28	$ 16,472.84
DIVISION 4 - CLARIFIER FLOW SPLITTER							
1 EXCAVATION	$ 2,376.00			0%	$ -	$ 2,376.00	$ -
2 UNDERSLAB PIPING	$ 3,564.00			0%	$ -	$ 3,564.00	$ -
3 FOUNDATIONS & WALLS	$ 35,640.00			0%	$ -	$ 35,640.00	$ -
4 MISC METALS	$ 5,940.00			0%	$ -	$ 5,940.00	$ -
5 STRUCTURAL	$ 7,128.00			0%	$ -	$ 7,128.00	$ -
6 MECHANICAL	$ 16,632.00			0%	$ -	$ 16,632.00	$ -
7 PIPING	$ 47,520.00			0%	$ -	$ 47,520.00	$ -
DIVISION 5 - CLARIFIERS							
1 EXCAVATION	$ 17,276.40			0%	$ -	$ 17,276.40	$ -
2 UNDERSLAB CONCRETE ENCASED PIPING	$ 34,552.80			0%	$ -	$ 34,552.80	$ -
3 FOUNDATIONS AND FLOOR	$ 322,492.80			0%	$ -	$ 322,492.80	$ -
4 STRUCTURAL CONCRETE WALLS	$ 414,633.60	$ 7,279.12		2%	$ 7,279.12	$ 407,354.48	$ 363.96
5 MISC METALS	$ 57,588.00		$ 30,000.00	52%	$ 30,000.00	$ 27,588.00	$ 1,500.00
6 CLARIFIER EQUIPMENT	$ 207,316.80	$ 22,022.29	$ 76,704.79	48%	$ 98,727.08	$ 108,589.72	$ 4,936.35
7 PIPING	$ 97,899.60			0%	$ -	$ 97,899.60	$ -

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
DIVISION 6 - RAS/WAS PUMP STATION							
1 EXCAVATION	$ 5,063.20			0%	$ -	$ 5,063.20	$ -
2 FOUNDATIONS	$ 50,632.00			0%	$ -	$ 50,632.00	$ -
3 ERECT BUILDING	$ 22,784.40			0%	$ -	$ 22,784.40	$ -
4 PUMPS	$ 136,706.40			0%	$ -	$ 136,706.40	$ -
5 MECHANICAL	$ 25,316.00			0%	$ -	$ 25,316.00	$ -
6 PIPING	$ 12,658.00			0%	$ -	$ 12,658.00	$ -
DIVISION 7 - FILTERS							
1 EXCAVATION	$ 11,496.00			0%	$ -	$ 11,496.00	$ -
2 FOUNDATIONS, WALLS & ELEVATED DECK	$ 114,960.00			0%	$ -	$ 114,960.00	$ -
3 SET FILTERS & DRIVE MOTORS	$ 86,220.00			0%	$ -	$ 86,220.00	$ -
4 MISC METALS	$ 28,740.00			0%	$ -	$ 28,740.00	$ -
5 WEIRS	$ 17,244.00	$ 9,000.00		52%	$ 9,000.00	$ 8,244.00	$ 450.00
6 MECHANICAL	$ 57,480.00			0%	$ -	$ 57,480.00	$ -
7 PIPING	$ 229,920.00			0%	$ -	$ 229,920.00	$ -
8 PUMPS	$ 28,740.00			0%	$ -	$ 28,740.00	$ -
DIVISION 8 - CHLORINE CONTACT CHAMBER							
1 EXCAVATION	$ 3,180.60			0%	$ -	$ 3,180.60	$ -
2 SET CHEMICAL VAULT	$ 7,951.50			0%	$ -	$ 7,951.50	$ -
3 UNDERSLAB DRAIN PIPING	$ 7,951.50			0%	$ -	$ 7,951.50	$ -
4 FOUNDATIONS & WALLS	$ 39,757.50			0%	$ -	$ 39,757.50	$ -
5 STRUCTURAL	$ 15,903.00			0%	$ -	$ 15,903.00	$ -
6 MISC METALS	$ 7,951.50	$ 1,900.00		24%	$ 1,900.00	$ 6,051.50	$ 95.00

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
7 CHLORINE PUMPS	$ 7,951.50			0%	$ -	$ 7,951.50	$ -
8 MECHANICAL	$ 7,951.50			0%	$ -	$ 7,951.50	$ -
9 EFFLUENT PUMPS	$ 7,951.50			0%	$ -	$ 7,951.50	$ -
10 PIPING	$ 52,479.90	$ 12,000.00		23%	$ 12,000.00	$ 40,479.90	$ 600.00
DIVISION 11 - CHEMICAL FEED & STORAGE FACILITIES							
1 EXCAVATION	$ 5,032.80			0%	$ -	$ 5,032.80	$ -
2 SET CATCH BASINS	$ 7,549.20			0%	$ -	$ 7,549.20	$ -
3 FOUNDATIONS W/ UNDERDRAINS	$ 50,328.00			0%	$ -	$ 50,328.00	$ -
4 PRECAST CONCRETE BOXES	$ 12,582.00			0%	$ -	$ 12,582.00	$ -
5 CHEMICAL STORAGE TANKS	$ 25,164.00			0%	$ -	$ 25,164.00	$ -
6 MISC METALS	$ 12,582.00			0%	$ -	$ 12,582.00	$ -
7 ERECT PEMB	$ 50,328.00			0%	$ -	$ 50,328.00	$ -
8 PIPING	$ 88,074.00			0%	$ -	$ 88,074.00	$ -
DIVISION 12 - IN-PLANT / TRANSFER PUMP STATION & VAC CON							
1 EXCAVATION	$ 26,124.00			0%	$ -	$ 26,124.00	$ -
2 WET WELL	$ 65,310.00			0%	$ -	$ 65,310.00	$ -
3 MISC METALS	$ 26,124.00			0%	$ -	$ 26,124.00	$ -
4 PUMPS	$ 104,496.00			0%	$ -	$ 104,496.00	$ -
5 PIPING	$ 39,186.00			0%	$ -	$ 39,186.00	$ -
DIVISION 13 - AEROBIC DIGESTERS							
1 DEMO MECHANICAL PIPING	$ 14,340.00			0%	$ -	$ 14,340.00	$ -
2 AERATORS & MOORING ARMS	$ 143,400.00	$ 123,324.00		86%	$ 123,324.00	$ 20,076.00	$ 6,166.20

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
3 SUPERNATE DISCHARGE BOX	$ 14,340.00			0%	$ -	$ 14,340.00	$ -
4 AERATORS INSTALL	$ 20,076.00			0%	$ -	$ 20,076.00	$ -
5 UNDERGROUND DI PIPING	$ 71,700.00			0%	$ -	$ 71,700.00	$ -
6 INSTALL TELESCOPING VALVES	$ 22,944.00			0%	$ -	$ 22,944.00	$ -
DIVISION 14 - OPERATIONS BUILDING							
1 EXCAVATION	$ 12,150.00			0%	$ -	$ 12,150.00	$ -
2 FOUNDATIONS	$ 121,500.00			0%	$ -	$ 121,500.00	$ -
3 STRUCTURAL PEMB	$ 121,500.00			0%	$ -	$ 121,500.00	$ -
4 CMU BLOCK	$ 30,375.00			0%	$ -	$ 30,375.00	$ -
5 ERECT TRUSSES AND METAL ROOF	$ 36,450.00			0%	$ -	$ 36,450.00	$ -
6 HVAC	$ 78,975.00		$ 6,913.15	9%	$ 6,913.15	$ 72,061.85	$ 345.66
7 PLUMBING	$ 72,900.00			0%	$ -	$ 72,900.00	$ -
8 INSTALL LAB MATERIALS	$ 30,375.00			0%	$ -	$ 30,375.00	$ -
9 ARCHITECTURAL ITEMS	$ 72,900.00			0%	$ -	$ 72,900.00	$ -
10 SECURITY SYSTEM	$ 30,375.00			0%	$ -	$ 30,375.00	$ -
DIVISION 16 - LINE CREW BUILDING							
1 EXCAVATION	$ 18,062.18			0%	$ -	$ 18,062.18	$ -
2 FOUNDATIONS	$ 180,621.80			0%	$ -	$ 180,621.80	$ -
3 STRUCTURAL PEMB	$ 198,683.98			0%	$ -	$ 198,683.98	$ -
4 CMU BLOCK	$ 54,186.54			0%	$ -	$ 54,186.54	$ -
5 METAL SIDING	$ 18,062.18			0%	$ -	$ 18,062.18	$ -
6 HVAC	$ 108,373.08		$ 19,700.15	18%	$ 19,700.15	$ 88,672.93	$ 985.01
7 PLUMBING	$ 72,248.72			0%	$ -	$ 72,248.72	$ -

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
8 MISC METALS	$ 45,155.45			0%	$ -	$ 45,155.45	$ -
9 CASEWORK & CABINETS	$ 63,217.63			0%	$ -	$ 63,217.63	$ -
10 ARCHITECTURAL ITEMS	$ 144,497.44			0%	$ -	$ 144,497.44	$ -
DIVISION 17 - ELECTRICAL							
1 MOBILIZATION & TEMPORARY POWER	$ 49,520.00	$ 49,520.00		100%	$ 49,520.00	$ -	$ 2,476.00
2 SUBMITTALS	$ 24,760.00	$ 23,522.00		95%	$ 23,522.00	$ 1,238.00	$ 1,176.10
3 GENERAL CONDITIONS	$ 99,040.00	$ 17,606.00	$ 2,612.50	20%	$ 20,218.50	$ 78,821.50	$ 1,010.93
4 TESTING, START-UP, & CHECKOUT	$ 49,520.00			0%	$ -	$ 49,520.00	$ -
5 LIGHTNING PROTECTION	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
6 DEMOBILIZATION	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
7 MANHOLES	$ 49,520.00	$ 16,932.80		34%	$ 16,932.80	$ 32,587.20	$ 846.64
8 INSTALL MANHOLES	$ 24,760.00	$ 16,500.00		67%	$ 16,500.00	$ 8,260.00	$ 825.00
9 ELECTRICAL GEAR	$ 1,089,440.00		$ 36,575.00	3%	$ 36,575.00	$ 1,052,865.00	$ 1,828.75
10 INSTALL ELECTRICAL EQUIPMENT	$ 74,280.00			0%	$ -	$ 74,280.00	$ -
11 LIGHTING	$ 74,280.00			0%	$ -	$ 74,280.00	$ -
12 INSTALL LIGHTING	$ 49,520.00			0%	$ -	$ 49,520.00	$ -
13 UNDERGROUND CONDUIT & EXCAVATION	$ 247,600.00	$ 67,044.00	$ 16,625.00	34%	$ 83,669.00	$ 163,931.00	$ 4,183.45
14 SURFACE CONDUIT	$ 173,320.00			0%	$ -	$ 173,320.00	$ -
15 WIRE & TERMINATIONS	$ 198,080.00			0%	$ -	$ 198,080.00	$ -
16 GROUNDING	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
17 SECURITY CONDUIT & WIRE	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
18 LINE CREW LIGHTING	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
19 LINE CREW INSTALL LIGHTING	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
20 LINE CREW UNDERGROUND CONDUIT & EXCAVATION	$ 49,520.00			0%	$ -	$ 49,520.00	$ -

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
21 LINE CREW SURFACE CONDUIT	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
22 LINE CREW WIRE & TERMINATIONS	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
23 LINE CREW GROUNDING	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
TOTAL	$ 15,426,644.00	$ 1,537,981.25	$ 789,205.44	10%	$ 2,327,186.69	$ 13,099,457.31	$ 116,359.33

Stored Material Summary

Contractor's Application

For (Contract):	DEP SRF Harbor Road WRF Expansion, Ph. 2 SRF Agreement No. WW100420 City of Green Cove Springs, Florida	Application Number: 04
Application Period:	07/26/2021-08/29/2021	Application Date: 08/30/2021

A		B	C		D		E		F		G
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
	1845135	Multiple	Green Cove	Perforated Pipe and fittings	04/29/2021	3,703.38		3,703.38			3,703.38
	21-26	Subm. No. 01	Green Cove	Floating Aerators	04/30/2021	122,383.10		122,383.10			122,383.10
	1843656	Multiple	Green Cove	Underdrain Piping	05/05/2021	34,008.79		34,008.79			34,008.79
	1843656-1	Multiple	Green Cove	Underdrain Piping and fittings	05/17/2021	12,674.04		12,674.04			12,674.04
	1845357	Multiple	Green Cove	Pipe Fittings	05/20/2021		7,922.44	7,922.44			7,922.44
	1845822	Multiple	Green Cove	Pipe & Fittings	05/26/2021	54,116.18		54,116.18			54,116.18
	16	Subm. No. 29	Subcontractor	Fencing Materials	06/01/2021	58,360.60		58,360.60			58,360.60
	1845357-1	Multiple	Green Cove	Pipe Fittings	06/02/2021		186.42	186.42			186.42
	21-39	Multiple	Green Cove	FRP Weirs and Baffles for secondary clarifiers	06/03/2021	22,335.00		22,335.00			22,335.00
	1845357-2	Multiple	Green Cove	Pipe fittings	06/07/2021	3,095.20		3,095.20			3,095.20
	1845357-3	Multiple	Green Cove	Pipe fittings	06/11/2021	4,781.66		4,781.66			4,781.66
	1843668	Multiple	Green Cove	Pipe fittings	06/12/2021	76,156.51		76,156.51			76,156.51
	1845357-4	Multiple	Green Cove	Pipe Fittings	06/16/2021		2,196.32	2,196.32			2,196.32
	1855262	Multiple	Green Cove	Pipe fittings	06/17/2021	27,469.45		27,469.45			27,469.45
	1845244	Multiple	Green Cove	Pipe fittings	06/18/2021	37,059.47		37,059.47			37,059.47
	1845135-1	Multiple	Green Cove	Pipe fittings	06/23/2021	1,816.32		1,816.32			1,816.32
	CM115120	Multiple	Green Cove	Pipe	06/25/2021		-1,997.04	- 1,997.04			- 1,997.04
	1857688	Multiple	Green Cove	Combination Air Valves	06/30/2021		6,678.00	6,678.00			6,678.00
	1844633	Multiple	Green Cove	Pipe & Fittings	07/13/2021	29,336.72		29,336.72			29,336.72
	1859345	Multiple	Green Cove	Pipe and Fittings	07/12/2021		3,554.60	3,554.60			3,554.60
	1857392	Multiple	Green Cove	Valves	07/15/2021	30,104.00		30,104.00			30,104.00
	3556B82123	Subm. No. 27	Green Cove	In-Plant Submersible Pumps	07/21/2021		16,755.42	16,755.42			16,755.42
	1864289	Multiple	Green Cove	Polywrap Pipe tape	07/28/2021		1,074.84	1,074.84			1,074.84
	1845244-1	Multiple	Green Cove	Pipe Fittings	07/30/2021		24,788.91	24,788.91			24,788.91
	1845822-1	Multiple	Green Cove	14" Bell Restraints	08/02/2021		3,805.40	3,805.40			3,805.40
	1859345-1	Multiple	Green Cove	Pipe Fittings	08/10/2021		769.56	769.56			769.56
	3556B85393	Subm. No. 27	Green Cove	In-Plant Submersible Pumps - guide rails, brackets, etc	08/13/2021		13,765.90	13,765.90			13,765.90
	3556B85757	Subm. No. 27	Green Cove	In-Plant Submersible Pumps - Base Plates	08/17/2021		2,548.24	2,548.24			2,548.24
	281045636	Subm. No. 20	Green Cove	Slide Gate materials	08/17/2021		90,175.00	90,175.00			90,175.00
	8481201	Subm. No. 73	Submittals	Oculus Control System	07/27/2021		170,922.73	170,922.73			170,922.73
	8481198	Subm. No. 57	Submittals	Mechanical Surface Aerators	07/27/2021		79,214.39	79,214.39			79,214.39
	8481199	Subm. No. 58	Submittals	Submersible Mixers	07/27/2021		34,806.96	34,806.96			34,806.96
	8481199	Subm. No. 59	Submittals	EliminatIR Gate	07/27/2021		44,512.64	44,512.64			44,512.64
	8481234	Subm. No. 64	Submittals	80' C4-FTS Clarifiers w/C40HT Drives	08/02/2021		106,705.49	106,705.49			106,705.49
	M3-L3026-1	Subm. No. 20	Submittals	Coordination Services - Alfa Laval	08/17/2021		37,600.00	37,600.00			37,600.00
				Totals		517,400.42	645,986.22	1,163,386.64			1,163,386.64

© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845357	$7,922.44	59035	1 of 1

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

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

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

SHIP TO:

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

RM 30004

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012009	JGS	HARBOR RD WRF EXPANSION	05/20/21	ID 104406

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 1845244			
			RIVER OUTFALL			
1	0	DMJ9LA24	DOM 24 MJ C153 90 BEND L/A		EA	0.00
1	1	DMJRLA2416	DOM 24X16 MJ C153 RED L/A	1384.000	EA	1384.00
1	1	DMJ4LA20	DOM 20 MJ C153 45 BEND L/A	1137.000	EA	1137.00
1	0	DMJTLA20	DOM 20 MJ C153 TEE L/A		EA	0.00
1	1	DMJSCAPLA20	DOM 20 MJ C153 SLD CAP L/A	597.000	EA	597.00
2	0	DMJ9LA16	DOM 16 MJ C153 90 BEND L/A		EA	0.00
8	4	DMJ4LA16	DOM 16 MJ C153 45 BEND L/A	730.000	EA	2920.00
			REUSE LINE			
2	2	DMJ4LAP	DOM 4 MJ C153 45 BEND L/A	60.000	EA	120.00
1	1	DMJ9LAP	DOM 4 MJ C153 90 BEND L/A	72.000	EA	72.00
1	0	DMJTCAPLAPK	DOM 4X2 MJ C153 TAP CAP L/A		EA	0.00
			WATER			
2	2	DF9P	DOM 4 DI 125# C110 FLG 90 BEND	148.000	EA	296.00
2	2	DMJ9LAP	DOM 4 MJ C153 90 BEND L/A	72.000	EA	144.00
1	1	DMJTLAU	DOM 6 MJ C153 TEE L/A	164.000	EA	164.00
1	1	DMJ9LAU	DOM 6 MJ C153 90 BEND L/A	114.000	EA	114.00
4	4	DMJ9LAP	DOM 4 MJ C153 90 BEND L/A	72.000	EA	288.00
2	2	DMJ4LAP	DOM 4 MJ C153 45 BEND L/A	60.000	EA	120.00
1	0	DMJTPUK	DOM 6X2 MJ C153 TAP PLUG		EA	0.00
			DRAINAGE			
1	1	DMJ1LAX	DOM 6 MJ C153 11-1/4 BEND L/A	118.000	EA	118.00
			INVOICE SUB-TOTAL			7474.00
			TAX	Florida 5000 Cap Met		448.44

RECEIVED
MAY 23

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

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$7,922.44**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845357-1	$166.42	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012~~009~~ 2032	JGS	HARBOR RD WRF EXPANSION	06/02/21	ID 104497D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 1845244			
			RIVER OUTFALL			
1	0	DMJ9LA24	DOM 24 MJ C153 90 BEND L/A		EA	0.00
1	0	DMJTLA20	DOM 20 MJ C153 TEE L/A		EA	0.00
2	0	DMJ9LA16	DOM 16 MJ C153 90 BEND L/A		EA	0.00
4	0	DMJ4LA16	DOM 16 MJ C153 45 BEND L/A		EA	0.00
			REUSE LINE			
1	1	DMJTCAPLAPK	DOM 4X2 MJ C153 TAP CAP L/A	61.000	EA	61.00
			WATER			
1	1	DMJTPUK	DOM 6X2 MJ C153 TAP PLUG	96.000	EA	96.00
			DRAINAGE			
			INVOICE SUB-TOTAL			157.00
			TAX	Florida 5000 Cap Met		9.42

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

RECEIVED
JUN 01 REC'D

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** $166.42

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845357-4	$2,196.32	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012809 2032	JGS	HARBOR RD WRF EXPANSION	06/16/21	ID 104626D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 1845244			
			RIVER OUTFALL			
1	1	DMJTLA20	DOM 20 MJ C153 TEE L/A	2072.000	EA	2072.00
			INVOICE SUB-TOTAL			**2072.00**
			TAX	Florida 5000 Cap Met		**124.32**

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

RECEIVED
JUN 21 REC'D
By

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$2,196.32**

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

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

Please contact with Questions: 407-816-6550

CREDIT MEMO NUMBER	TOTAL DUE	CUSTOMER	PAGE
CM115120	-$1,997.04	59035	1 of 1

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032	JGS	HARBOR RD WRF EXPANSION	06/25/21	IC CM0

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
240	240	DR18GPU	6 C900 DR18 PVC GJ GREE OI:1855262	7.850	FT	-1884.00
	Cust PO: 463000012032		Job Name: HARBOR RD WRF EXPANSION			
			INVOICE SUB-TOTAL			**-1884.00**
			TAX	Florida 5000 Cap Met		**-113.04**

Looking for a more convenient way to pay your bill?

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

TERMS: **ORIGINAL INVOICE** **TOTAL DUE** **-$1,997.04**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1857688	$6,678.00	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	4630000.2032	JGS	ARVs	06/30/21	ID 104748D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
3	3	SP-G2COMBTHRDAIRVL	2X2 COMB THRD AIR VLV Sequence #: 454 ARI D-025PT02	1050.000	EA	3150.00
1	1	SP-G2COMBTHRDAIRVL	2X2 COMB THRD AIR VLV Sequence #: 535 ARI D-025PT02	1050.000	EA	1050.00
1	1	SP-G2COMBTHRDAIRVL	2X2 COMB THRD AIR VLV Sequence #: 572 ARI D-025PT02	1050.000	EA	1050.00
1	1	SP-G2COMBTHRDAIRVL	2X2 COMB THRD AIR VLV Sequence #: 630 ARI D-025PT02	1050.000	EA	1050.00
			INVOICE SUB-TOTAL			**6300.00**
			TAX	Florida 6000 Cap Met		**378.00**

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

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$6,678.00**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1859345	$3,554.60	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032 CO1	JGS	HARBOR RD WRF EXPANSION	07/12/21	IO 104830

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
20	20	DR18GPP	4 C900 DR18 PVC GJ GREE PIPE	4.500	FT	90.00
100	100	P80BP	4 X 20 FT PVC S80 BE PIPE	984.000	C	984.00
140	140	P80BK	2 X 20 FT PVC S80 BE PIPE	306.000	C	428.40
1	0	DMJTLAP	DOM 4 MJ C153 TEE L/A		EA	0.00
1	0	DMJ9LAP	DOM 4 MJ C153 90 BEND L/A		EA	0.00
2	2	AFC2604DLAFMM	4 DI MJ RW OL SS STEM VLV L/A	396.000	EA	792.00
9	1	FUFR1500CA4U	4IN UFR1500-CA-U RESTRAINER	39.000	EA	39.00
2	2	DVBLIDW	TYLER VLV BX LID WTR DOM	18.000	EA	36.00
2	2	DVBSTS10	10 SC VLV BX TOP DOM	43.000	EA	86.00
2	2	DVBSBS15	DOM 15 SC VLV BX BOT SECT	52.000	EA	104.00
			S80 FITTINGS			
4	4	P80S4P	4 PVC S80 SXS 45 ELL	35.000	EA	140.00
4	0	MUL040492	4 PVC SWR REC THRD CO PLUG		EA	0.00
4	4	P80SFAP	4 PVC S80 SXF ADPT	36.000	EA	144.00
30	30	P80S4K	2 PVC S80 SXS 45 ELL	9.000	EA	270.00
10	10	P80STPPK	4X4X2 PVC S80 SXSXS TEE	24.000	EA	240.00
			BASINS			
4	0	FFSD120CB2	12 SQ BASIN		EA	0.00
3	0	SP-FSD301720	FSD 3017 20" DRAIN		EA	0.00
			INVOICE SUB-TOTAL			**3353.40**
			TAX	Florida 5000 Cap Met		**201.20**

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

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE **$3,554.60**

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

Xylem Water Solutions U.S.A., Inc.

455 HARVEST TIME DRIVE
SANFORD, FL 32771
Tel.(407)880-2900 Fax:(407)880-2962

110805

REMIT TO

26717 Network Place
Chicago, IL 60673-1267

INVOICE

YOUR PURCHASE ORDER			
DEP SRF HARBOR RD			
INVOICE NO.	FUS NO.	DATE SHIPPED	DELIVERY NOTE
3556B82123	D33513	7/21/21	H34482
INVOICE DATE	TRN	WHS	PAYMENT TERMS
7/21/21	A3	096	100% N90 FROM INVOICE

Sold To:

Customer No. 203468
Global No. 5017686

WILLIAMS IND SERVICES LLC

100 CRESCENT CENTER PKWY STE 1
SUITE 1240
TUCKER GA 30084-7063

Ship To:

CGCS/DEP SRF HARBOR WR PH 2 LS
Ed Gathercole 904-716-2652
1277 HARBOR ROAD
GREEN COVE SPRINGS FL 32043

FREIGHT TERMS	DELIVERY TERMS	ORDER PROCESSED BY
Jobsite	Prepaid	FLYGT-ORLANDO, FL BRANCH
SHIP VIA	ORDER TEXT	CUSTOMER TEXT
Shipper choice-Ground	PO 463000012013	CJAAP 2021-APO-0116

LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED UM	UNIT PRICE DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
	DEP SRF HARBOR RD WRF- CLAY CO				
001	0031270600016 NP489-4 7.5/460/3 50' FLS FV S/N:2140060 D/N H34482 S/N:2140061 D/N H34482 FLS ENABLED	2 EA			
	TOT PRICE/GROUP 001 - 001				15,807.00
	SUB-TOTAL OF POSITIONS				15,807.00
	** ADD NO S & H CHARGES **				
	TOTAL WEIGHT 706.200 LBS				
	NET AMOUNT BEFORE TAXES USD FL STATE				15,807.00 17 948.42 19

7/21/21-US PORT expected exit date of 07/22/21
TOTAL WEIGHT ON D/N:H34482
DISPATCH INFO: 594849

ORDER TOTAL USD
16,755.42

RECEIVED
JUL 27 REC'D

PORTANT - This invoice is governed by and subject to TERMS AND CONDITIONS OF SALE - XYLEM AMERICAS. Different terms are hereby rejected unless expressly assented to in
. Terms are accessible at http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1864289	$1,074.84	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032	JGS	HARBOR RD WRF EXPANSION	07/28/21	IO 104961

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
300	300	T3888760	27X300 POLYWRAP F/ 10 - 12 DIP GREE	0.850	FT	255.00
300	300	T3888765	34X300 POLYWRAP F/ 14 - 16 DIP GREE	1.000	FT	300.00
300	300	SP-T3888767	41X300 POLYWRAP F/ 18-20 DIP GREEN	1.250	FT	375.00
12	12	PSPWT210	2X100 10 MIL PIPE WRAP TAPE	7.000	EA	84.00
			INVOICE SUB-TOTAL			**1014.00**
			TAX	Florida 5000 Cap Met		**60.84**

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

Looking for a more convenient way to pay your bill?

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



TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$1,074.84**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845244-1	$24,788.91	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FL2CLA	463000012032	JGS	HARBOR RD WRF EXPANSION	07/30/21	ID 104981

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			ALL DOMESTIC			
			PERMOX LINED			
1	1	DMJ4P4LA20	DOM 20 MJ C153 P-401 45 BEND L/A	1728.000	EA	1728.00
1	0	DMJ9P4LA20	DOM 20 MJ C153 P-401 90 BEND L/A		EA	0.00
1	0	DMJTP4LA2012	DOM 20X12 MJ C153 P-401 TEE L/A		EA	0.00
1	0	DMJRP4LA2016	DOM 20X16 MJ C153 P-401 RED L/A		EA	0.00
1	0	DMJ9P4LA12	DOM 12 MJ C153 P-401 90 BEND L/A		EA	0.00
1	1	DMJ9P4LAU	DOM 6 MJ C153 P-401 90 BEND L/A	234.000	EA	234.00
1	1	DMJCRP4LAU	DOM 6 MJ C153 P-401 CRS L/A	433.000	EA	433.00
1	0	DFCROSS24	DOM 24 DI 125# C110 FLG CRS		EA	0.00
			1" TAP			
1	1	DMJTP4LA24	DOM 24 MJ C153 P-401 TEE L/A	4395.000	EA	4395.00
1	0	DDMT2414CTF	24X14 MJ C153 PERMOX TEE L/A *X		EA	0.00
1	0	DMJELRLA2414	DOM 24X14 MJ C153 RED EPOX		EA	0.00
1	0	DMJRP4LA2416	DOM 24X16 MJ C153 P-401 RED L/A		EA	0.00
1	0	DMJCRP4LA16	DOM 16 MJ C153 P-401 CRS L/A		EA	0.00
1	0	DMJRP4LA1614	DOM 16X14 MJ C153 P-401 RED L/A		EA	0.00
4	0	DMJ9P4LA14	DOM 14 MJ C153 P-401 90 BEND L/A		EA	0.00
1	0	DMJSPP416	DOM 16 MJ C153 P-401 SLD PLUG		EA	0.00
2	0	DMJELP9LA24	DOM 24 MJXPE 90 C153 BEND EPOX		EA	0.00
3	3	DMJ9P4LA10	DOM 10 MJ C153 P-401 90 BEND L/A	455.000	EA	1365.00
2	0	DMJLSP4LA18	DOM 18 MJ C153 P-401 LONG SLV L/A		EA	0.00
10	8	DMJ9P4LA18	DOM 18 MJ C153 P-401 90 BEND L/A	1895.000	EA	15160.00
4	0	DMJ9P4LA14	DOM 14 MJ C153 P-401 90 BEND L/A		EA	0.00
			INVOICE SUB-TOTAL			**23315.00**
			TAX	Clay		**1473.91**

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

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$24,788.91**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845822-1	$3,805.40	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032	JGS	HARBOR RD WRF EXPANSION	08/02/21	ID 104995

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
10	10	SP-FUFR1390C14RBU	14 UFR1390-C-14-RB-U100	359.000	EA	3590.00
			INVOICE SUB-TOTAL			**3590.00**
			TAX	Florida 5000 Cap Met		**215.40**

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

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX ORIGINAL INVOICE **TOTAL DUE** **$3,805.40**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1859345-1	$769.56	59035	1 of 1

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

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

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

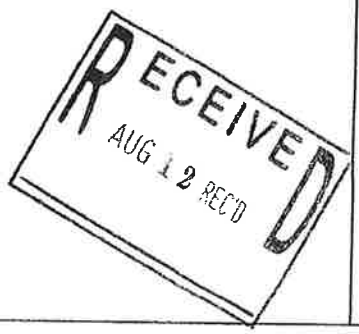
SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032 CO1	JGS	HARBOR RD WRF EXPANSION	08/10/21	IO 105066

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	DMJTLAP	DOM 4 MJ C153 TEE L/A	107.000	EA	107.00
1	0	DMJ9LAP	DOM 4 MJ C153 90 BEND L/A		EA	0.00
8	0	FUFR1500CA4U	4IN UFR1500-CA-U RESTRAINER		EA	0.00
			S80 FITTINGS			
4	4	MUL040492	4 PVC SWR REC THRD CO PLUG	6.000	EA	24.00
			BASINS			
4	4	FFSD120CB2	12 SQ BASIN	55.000	EA	220.00
3	3	SP-FSD301720	FSD 3017 20" DRAIN	125.000	EA	375.00
			INVOICE SUB-TOTAL			726.00
			TAX	Florida 5000 Cap Met		43.56

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



Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX — ORIGINAL INVOICE — **TOTAL DUE** $769.56

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

Xylem Water Solutions U.S.A., Inc.

455 HARVEST TIME DRIVE
SANFORD, FL 32771
Tel.(407)880-2900 Fax:(407)880-2962

REMIT TO

26717 Network Place
Chicago, IL 60673-1267

RECEIVED
AUG 23 2021
By

INVOICE

YOUR PURCHASE ORDER: DEP SRF HARBOR RD

INVOICE NO.	FUS NO.	DATE SHIPPED	DELIVERY NOTE
3556B85393	D33513	8/13/21	H38660

INVOICE DATE	TRN	WHS	PAYMENT TERMS
8/13/21	A3	220	100% N90 FROM INVOICE

Sold To:

Customer No. 203468
Global No. 5017686

WILLIAMS IND SERVICES LLC

100 CRESCENT CENTER PKWY STE 1
SUITE 1240
TUCKER GA 30084-7063

Ship To:

CGCS/DEP SRF HARBOR WR PH 2 LS
Ed Gathercole 904-716-2652
1277 HARBOR ROAD
GREEN COVE SPRINGS FL 32043

FREIGHT TERMS	DELIVERY TERMS	ORDER PROCESSED BY
Jobsite	Prepaid	FLYGT-ORLANDO, FL BRANCH
SHIP VIA	ORDER TEXT	CUSTOMER TEXT
Averitt	PO 463000012013	CJAAP 2021-APO-0116

LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED UM	UNIT PRICE DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
	DEP SRF HARBOR RD WRF- CLAY CO				
001	0000004421817 SLING,CHAIN UNIT SS WIRE 7.6M	2 EA			
002	0000005401305 CONNECTION,DISCH 4X4" CI	2 EA			
003	1400000498901 ROD,THREADED 3/4"-10X12" 316SS	12 EA			
004	1400000488306 NOZZLE,MIXING FOR ADHESIVE 2PK	2 EA			
005	1400000488305 ADHESIVE,ANCHORING AC100PLUS+ 10OZ TUBE	3 EA			
006	0000006136804 BRACKET,GUIDE BAR UPPER 2" 316 OLD NUMBER: APUMPDPGBRKTSS	2 EA			
007	1400000490103	100			

Cont on 2

$13,765.00

Xylem Water Solutions U.S.A., Inc.

455 HARVEST TIME DRIVE
SANFORD, FL 32771
Tel.(407)880-2900 Fax:(407)880-2962

RECEIVED
AUG 23 2021
BY

REMIT TO

26717 Network Place
Chicago, IL 60673-1267

INVOICE

YOUR PURCHASE ORDER: DEP SRF HARBOR RD

INVOICE NO.	FUS NO.	DATE SHIPPED	DELIVERY NOTE
3556B85757	D33513	8/17/21	H39470

INVOICE DATE	TRN	WHS	PAYMENT TERMS
8/17/21	A3	220	100% N90 FROM INVOICE

Sold To:

Customer No. 203468
Global No. 5017686

WILLIAMS IND SERVICES LLC

100 CRESCENT CENTER PKWY STE 1
SUITE 1240
TUCKER GA 30084-7063

Ship To:

CGCS/DEP SRF HARBOR WR PH 2 LS
Ed Gathercole 904-716-2652
1277 HARBOR ROAD
GREEN COVE SPRINGS FL 32043

FREIGHT TERMS	DELIVERY TERMS	ORDER PROCESSED BY
Jobsite	Prepaid	FLYGT-ORLANDO, FL BRANCH
SHIP VIA	ORDER TEXT	CUSTOMER TEXT
Averitt	PO 463000012013	CJAAP 2021-APO-0116

LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED UM	UNIT PRICE DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
	DEP SRF HARBOR RD WRF- CLAY CO				
001	1409407045785G BASE PLATE 30"X 51" w/SS STUDS 1" A36 STEEL	2 EA			
	TOT PRICE/GROUP		001 - 001		2,404.00
	SUB-TOTAL OF POSITIONS				2,404.00
	** ADD NO S & H CHARGES **				
	TOTAL WEIGHT 700.000 LBS				
	NET AMOUNT BEFORE TAXES USD				2,404.00
	FL STATE				144.24
	DISPATCH INFO: 0690726466				
				ORDER TOTAL USD	
					2,548.24

IMPORTANT - This invoice is governed by and subject to TERMS AND CONDITIONS OF SALE - XYLEM AMERICAS. Different terms are hereby rejected unless expressly asse
writing. Terms are accessible at http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx

Invoice

Recipient
Williams Industrial Services, LLC
100 CRESENT CENTRE PKWY
SUITE 1240
TUCKER, GA 30084
UNITED STATES

Delivery address
CGCS/DEP SRF Harbor Rd. WR PH2/LS
321 Walnut Street

Green Cove Springs, Florida 32043
UNITED STATES

Your reference

Customer
Williams Industrial Services, LLC
100 CRESENT CENTRE PRKWY
SUITE 1240
Tucker, GA 30084
UNITED STATES

Your reference

Your order no
463000012005

Please state at payment
Invoice no 281045636

Our reference

Sales Contact Person
Alvaro Ramirez

Our reference
Shery Craig

Date
08/17/2021

Due date
10/01/2021

Payment terms
Net 45 Days

Delivery method
Truck Freight

Delivery terms
DAP - Delivered At Place
Green Cove Springs

Order no
P001783

Cust no
E1730725

Ln	Description	VAT	Invoice no	Amount
10	Milestone 1 Equipment Delivery	00		85,000.00

Item value	85,000.00
Sales Tax	5,175.00
TO PAY USD	**90,175.00**

Alfa Laval Inc. (AL) will process personal data supplied by you for the purpose of enabling AL to perform any contractual obligations towards you and to fulfil AL's statutory obligations. An application by you for information of your personal data registered by us must be made in writing to AL.
The general conditions of sale are according to AL's General Conditions Of Sale if nothing else is stated. An extra copy of these conditions will be sent to you upon request.
The goods to be delivered may be subject to export license requirement. AL reserves the right to cancel the order without any liability for damage or loss arising out of or relating to the cancellation in the event such an export license is not granted by competent export control authority.
Attention of the buyer is drawn to the following: Indirect, special and/or consequential damages are excluded from Supplier's liability and Supplier's total liability shall never exceed a maximum cumulative amount equal to 15 % of the contract price. Should parts of the contract be held to be invalid or otherwise unenforceable in any jurisdiction, any other contract provisions shall not be affected.

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 123227
Dallas, TX 75312-3227

Local sales office
Alfa Laval Inc.
10470 Deer Trail Drive
Houston, TX 77038
United States

Contact
Tel.: (800) 362-9041
Fax: (281) 449-1324
customerservice.usa@alfalaval.com
www.alfalaval.com

CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, Williams Industrial Services LLC, in consideration of the sum of $ 749,745.17, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to The City of Green Cove Springs (name of owner), for the improvements to the following described project DEP SRF Harbor Road WRF Expansion, Phase 2.
The lienor certifies that all progress payments have been utilized to provide progress payments to subcontractors, suppliers, and other related vendors associated with the listed project.

Dated on September 13, 2021

Lienor's Name: Williams Industrial Services LLC

Address: 591 Picketville Rd.

Jacksonville, FL 32220

By: Mikki Gathercole

Printed Name: Mikki Gathercole, Project Admin

STATE OF FLORIDA

COUNTY OF Saint Johns

The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 14 day of September, 2021, by Mikki Gathercole as Project Admin for Williams Industrial LLC

Personally known ☒ OR Produced identification ☐

Type of Identifications Produced _____

Alan Clarke Williams Jr.
(Signature of Notary Public)

ALAN CLARKE WILLIAMS, JR.
MY COMMISSION EXPIRES JANUARY 7, 2024
#GG 944849
Bonded thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary

EJCDC Pay Applicaton #4 Revised 9.13.21

Final Audit Report 2021-09-14

Created:	2021-09-14
By:	Mikki Gathercole (msgathercole@wisgrp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIEA9VTO1dFtHhcxIJxDNdzh9ZrH_3AVH

"EJCDC Pay Applicaton #4 Revised 9.13.21" History

Document created by Mikki Gathercole (msgathercole@wisgrp.com)
2021-09-14 - 3:24:35 PM GMT- IP address: 50.225.223.58

Document emailed to Alan Williams (acwilliams@wisgrp.com) for signature
2021-09-14 - 3:25:31 PM GMT

Email viewed by Alan Williams (acwilliams@wisgrp.com)
2021-09-14 - 3:26:38 PM GMT- IP address: 50.225.223.58

Document e-signed by Alan Williams (acwilliams@wisgrp.com)
Signature Date: 2021-09-14 - 3:27:17 PM GMT - Time Source: server- IP address: 50.225.223.58

Agreement completed.
2021-09-14 - 3:27:17 PM GMT

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REIMBURSEMENT SUMMARY

Sponsor Name:	**City of Green Cove Springs**				**Payment Request No.:**		**5**
DEP Agreement No.:	**WW100420/SG100421**				**Period of Service: July 31, 2021 through August 29, 2021**		
Vendor Name	**Invoice Number**	**Invoice Date**	**Invoice Amount**	**Local Share or Other Funding or Amount Not Requested**	**Requested Amount**	**Check Number**	**Category: (ie. Construction, Tech. Services, Design, Planning)**
Mittauer & Associates, Inc,	21392	8/31/2021	$ 14,500.00	$ -	$ 14,500.00		Technical Services
Williams Industrial Services, LLC	4	9/13/2021	$ 749,745.17	$ 202,431.20	$ 547,313.97		Construction
Totals:			**$ 764,245.17**	**$ 202,431.20**	**$ 561,813.97**		

Summary of Work
DEP SRF Harbor Road WWTF Expansion, Phase 2
Bidding & Construction Phase
DEP Agreement No. WW100420/SG100421
City of Green Cove Springs, FL
M&A Project Nos. 8905-56-1
October 5, 2021

Summary of work for Green Cove Springs Disbursement Request No. 5 to accompany the Contractor's Application for Payment No. 4 and Mittauer & Associates Invoice No. 21392, consist of:

Construction services included progress toward sitework; underground piping; influent structure equipment; oxidation ditch equipment; clarifier equipment; mechanical filters; chlorine contact chamber piping; aerobic digester aerators and mooring arms; HVAC equipment; operations building trusses and metal roof; and electrical work. Overall, construction services are 15.09% complete.

Technical services during construction included FDEP SRF and SJRWMD coordination, attendance at construction conferences, shop drawing review, City coordination, RFI responses, vendor coordination, and contractor correspondence. Overall, technical services during construction are 10.59% complete.

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** September 21, 2021

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of, and authorization for the Assistant Water Utilities Director (Project Manager) to execute, SJRWMD Payment Request #1, in the amount of $202,431.20 for construction of the Advanced Wastewater Treatment Plant (AWWTP), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420 in the total amount of $15,426,644.33.

BACKGROUND

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

Excerpt from the June 7, 2016 Staff Report

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FISCAL IMPACT

$202,431.20 **to** the Wastewater CIP Budget

RECOMMENDATION

Approve of, and authorize the Assistant Water Utilities Director (Project Manager) to execute, SJRWMD Payment Request #1, in the amount of $202,431.20 for construction of the Advanced Wastewater Treatment Plant (AWWTP), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420 in the total amount of $15,426,644.33.

Invoice

RECIPIENT'S NAME:	City of Green Cove Springs, Florida		
RECIPIENT'S ADDRESS:	321 Walnut Street, Green Cove Springs, FL 32043		**SJRWMD Cost-Share Program**
PROJECT NAME:	Harbor Road WWTF Expansion, Phase 2		**Invoice for Reimbursement**
PERFORMANCE PERIOD:			
FROM:	7/31/2021	TO: 8/29/2021	
SJRWMD CONTRACT NO.:	36028		
PAYMENT REQUEST NO.:	1		**SJRWMD Cost Share Percentage:** 27%
DATE OF REQUEST:	10/5/2021		**SJRWMD Cost Share Total:** $ 1,500,000.00
SJRWMD Project Manager:	Sara Driggers		**SJRWMD AMOUNT REQUESTED: $ 202,431.20**

CATEGORY OF EXPENDITURE	PROJECT COSTS TO DATE	RECIPIENT'S SHARE	SJRWMD'S SHARE	COSTS INCURRED THIS PERIOD	RECIPIENT'S SHARE	SJRWMD'S SHARE
Construction	$ 749,745.17	$ 547,313.97	$ 202,431.20	$ 749,745.17	$ 547,313.97	$ 202,431.20
TOTAL	**$ 749,745.17**	**$ 547,313.97**	**$ 202,431.20**	**$ 749,745.17**	**$ 547,313.97**	**$ 202,431.20**
TOTAL REQUESTED	*TO DATE*		$ 202,431.20	*THIS PERIOD*		**$ 202,431.20**

TOTAL COST SHARE AMOUNT	$ 1,500,000.00
Less Total Cumulative Payment Requests (including this request):	$ (202,431.20)
TOTAL REMAINING IN COST SHARE	$ 1,297,568.80

RECIPIENT CERTIFICATION	The undersigned certifies that the amounts being requested for reimbursement above were for items that were charged to and used only for the above-cited grant activities.

Recipeint's Project Manager's Signature
Scott Schultz, Water/Wastewater Director
Print Name
904-297-7500 Ext 2213
Telephone Number
sschultz@greencovesprings.com
Email

☐ Check here if this invoice includes reimbursement for work completed by women and / or minority-owned business enterprise (W/MBE). Documentation must be included to support the W/MBE certification.

Detail Sheet

RECIPIENT'S NAME:	City of Green Cove Springs, Florida		
RECIPIENT'S ADDRESS:	321 Walnut Street, Green Cove Springs, FL 32043		
PROJECT NAME:	Harbor Road WWTF Expansion, Phase 2		
PERFORMANCE PERIOD:			
FROM:	7/31/2021	**To:**	8/29/2021

SJRWMD Cost-Share Program
Invoice for Reimbursement

SJRWMD CONTRACT NO.:	36028		
PAYMENT REQUEST NO.:	1	**SJRWMD Cost Share Percentage:**	27%
DATE OF REQUEST:	10/5/2021	**SJRWMD Cost Share Total:**	$ 1,500,000.00
SJRWMD Project Manager:	Sara Driggers	**SJRWMD AMOUNT REQUESTED:**	**$ 202,431.20**

ITEM NO.	VENDOR	DESCRIPTION OF SERVICES	CHECK DATE	CHECK NUMBER	INVOICE NUMBER	INVOICES PREVIOUSLY PAID	INVOICES INCLUDED IN THIS REQUEST	INVOICE TOTAL AMOUNTS	ELIGIBLE EXPENSES PREVIOUS SUBMITTALS	SJRWMD PORTION OF PREVIOUS ELIGIBLE EXPENSES	ELIGIBLE EXPENSES THIS REQUEST	SJRWMD PORTION OF THIS REQUEST
1	Williams Industrial	Construction Activities for Oxidation Ditch & Clarifiers			AFP 4	0	1	$ 749,745.17	$ -	$ -	$ 749,745.17	$ 202,431.20
2												$ -
3												$ -
4												$ -
5												$ -
6												$ -
7												$ -
8												$ -
9												$ -
10												$ -
11												$ -
12												$ -
												$ -
												$ -
												$ -
												$ -
			TOTALS:					**$ 749,745.17**	**$ -**	**$ -**	**$ 749,745.17**	**$ 202,431.20**

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

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

September 14, 2021 VIA EMAIL

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

RE: Contractor's Pay Request No. 4 - Revised
DEP SRF Harbor Road WRF Expansion, Ph. 2
SRF Agreement No. WW100420
City of Green Cove Springs, Florida
Mittauer & Associates, Inc. Project No. 8905-56-1

Dear Mr. Schultz:

We have reviewed Pay Request No. 4 - Revised from Williams Industrial Services, LLC and find it acceptable. We have, accordingly, indicated our approval and are forwarding an electronic copy to you for approval and payment. This pay request totals $749,745.17.

Please note, the schedule of values were modified within this application for payment to better track costs per project component.

We'll be coordinating with the City to split reimbursements between the FDEP SRF and SJRWMD programs.

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

Sincerely yours,
Mittauer & Associates, Inc.

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

JRS/pj
Enclosure
cc: Williams Industrial Services, LLC

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 4 Revised

	Application Period: 07/26/2021-08/29/2021	Application Date: 09/13/2021
To (Owner): City of Green Cove Springs, Florida	From (Contractor): Williams Industrial Services LLC	Via (Engineer): Mittauer & Associates, Inc
Project: DEP SRF Harbor Road WRF Expansion, Ph. 2	Contract: DEP SRF Harbor Road WRF Exp., Ph. 2	
SRF Agreement No.: WW100420	Contractor's Project No.: 46300001	Engineer's Project No.: 8905-56-1

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE				$ 15,426,644.00
2. Net change by Change Orders				$
3. Current Contract Price (Line 1 ± 2)				$ 15,426,644.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)				$ 2,327,186.69
5. RETAINAGE:				
a.	X	5%	Work Completed	$ 58,190.00
b.	X	5%	Stored Material	$ 58,169.33
c. Total Retainage (Line 5.a + Line 5.b)				$ 116,,359.33
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)				$ 2,210,827.36
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)				$ 1,461,082.19
8. AMOUNT DUE THIS APPLICATION				$ 749,745.17
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)				$ 13,215,816.64

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 Signature

By:	Date:
Alan Williams (Sep 14, 2021 11:27 EDT)	09/14/2021

Payment of: $ 749,745.17
(Line 8 or other - attach explanation of the other amount)

is recommended by: Jason R Shepler RS 9-14-21
Jason R. Shepler, P.E. Date
Mittauer & Associates, Inc.

Payment of: $
(Line 8 or other - attach explanation of the other amount)

is approved by:
City of Green Cove Springs, Florida (Date)

Approved by:
Funding or Financing Entity (if applicable) (Date)

Modified per Mittauer Associates, Inc.
EJCDC® C-620 Contractor's Application for Payment
© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
DIVISION 1 - GENERAL REQUIREMENTS							
1 BONDS / BUILDER'S RISK INSURANCE	$ 349,520.94	$ 349,520.94		100%	$ 349,520.94	$ -	$ 17,476.05
2 MOBILIZATION	$ 123,360.33	$ 123,360.33		100%	$ 123,360.33	$ -	$ 6,168.02
3 DEMOBILIZATION	$ 67,722.13			0%	$ -	$ 67,722.13	$ -
4 START-UP & TEST PLANT	$ 154,458.04			0%	$ -	$ 154,458.04	$ -
5 SOIL & CONCRETE TESTING	$ 115,843.53			0%	$ -	$ 115,843.53	$ -
6 SITEWORK	$ 1,158,435.04	$ 124,745.67	$ 93,862.98	19%	$ 218,608.65	$ 939,826.39	$ 10,930.43
7 UNDERGROUND PIPING	$ 888,133.73	$ 323,242.48	$ 48,979.45	42%	$ 372,221.93	$ 515,911.80	$ 18,611.10
8 ABOVE GROUND PIPING	$ 540,603.14			0%	$ -	$ 540,603.14	$ -
9 LANDSCAPING/ RETAINING WALL BLOCK	$ 308,916.08			0%	$ -	$ 308,916.08	$ -
10 FENCING	$ 154,458.04	$ 73,358.28		47%	$ 73,358.28	$ 81,099.76	$ 3,667.91
DIVISION 2 - INFLUENT STRUCTURE							
1 EXCAVATION	$ 11,255.31			0%	$ -	$ 11,255.31	$ -
2 STRUCTURE WALLS & ELEVATED SLABS	$ 112,553.10			0%	$ -	$ 112,553.10	$ -
3 FOUNDATIONS	$ 56,276.55			0%	$ -	$ 56,276.55	$ -
4 ERECT ACCESS STAIRS AND HANDRAILS	$ 75,035.40			0%	$ -	$ 75,035.40	$ -
5 MISC METALS	$ 37,517.70		$ 27,489.70	73%	$ 27,489.70	$ 10,028.00	$ 1,374.49
6 EQUIPMENT	$ 337,659.30	$ 14,123.46	$ 100,286.00	34%	$ 114,409.46	$ 223,249.84	$ 5,720.47
7 PIPING	$ 120,056.64	$ 71,569.88		60%	$ 71,569.88	$ 48,486.76	$ 3,578.49
DIVISION 3 - OXIDATION DITCH							
1 OXIDATION DITCH GENERAL CONDITIONS	$ 113,130.00			0%	$ -	$ 113,130.00	$ -
2 OXIDATION DITCH FLOOR	$ 358,245.00	$ 9,050.40		3%	$ 9,050.40	$ 349,194.60	$ 452.52
3 OXIDATION DITCH OUTER ST. WALLS	$ 245,115.00	$ 9,050.40		4%	$ 9,050.40	$ 236,064.60	$ 452.52

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
4 OXIDATION DITCH INTERNAL WALLS	$ 867,330.00	$ 9,050.40		1%	$ 9,050.40	$ 858,279.60	$ 452.52
5 OXIDATION DITCH CIRCULAR END WALLS	$ 113,130.00	$ 6,787.80		6%	$ 6,787.80	$ 106,342.20	$ 339.39
6 OXIDATION DITCH DECKS & COLUMNS	$ 301,680.00			0%	$ -	$ 301,680.00	$ -
7 OXIDATION DITCH WALKWAYS	$ 94,275.00	$ 3,771.00		4%	$ 3,771.00	$ 90,504.00	$ 188.55
8 OXIDATION DITCH ACCESSORIES & PAINTING	$ 56,565.00	$ 53,700.00		95%	$ 53,700.00	$ 2,865.00	$ 2,685.00
9 OXIDATION DITCH EQUIPMENT	$ 1,621,530.00		$ 329,456.72	20%	$ 329,456.72	$ 1,292,073.28	$ 16,472.84
DIVISION 4 - CLARIFIER FLOW SPLITTER							
1 EXCAVATION	$ 2,376.00			0%	$ -	$ 2,376.00	$ -
2 UNDERSLAB PIPING	$ 3,564.00			0%	$ -	$ 3,564.00	$ -
3 FOUNDATIONS & WALLS	$ 35,640.00			0%	$ -	$ 35,640.00	$ -
4 MISC METALS	$ 5,940.00			0%	$ -	$ 5,940.00	$ -
5 STRUCTURAL	$ 7,128.00			0%	$ -	$ 7,128.00	$ -
6 MECHANICAL	$ 16,632.00			0%	$ -	$ 16,632.00	$ -
7 PIPING	$ 47,520.00			0%	$ -	$ 47,520.00	$ -
DIVISION 5 - CLARIFIERS							
1 EXCAVATION	$ 17,276.40			0%	$ -	$ 17,276.40	$ -
2 UNDERSLAB CONCRETE ENCASED PIPING	$ 34,552.80			0%	$ -	$ 34,552.80	$ -
3 FOUNDATIONS AND FLOOR	$ 322,492.80			0%	$ -	$ 322,492.80	$ -
4 STRUCTURAL CONCRETE WALLS	$ 414,633.60	$ 7,279.12		2%	$ 7,279.12	$ 407,354.48	$ 363.96
5 MISC METALS	$ 57,588.00		$ 30,000.00	52%	$ 30,000.00	$ 27,588.00	$ 1,500.00
6 CLARIFIER EQUIPMENT	$ 207,316.80	$ 22,022.29	$ 76,704.79	48%	$ 98,727.08	$ 108,589.72	$ 4,936.35
7 PIPING	$ 97,899.60			0%	$ -	$ 97,899.60	$ -

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
DIVISION 6 - RAS/WAS PUMP STATION							
1 EXCAVATION	$ 5,063.20			0%	$ -	$ 5,063.20	$ -
2 FOUNDATIONS	$ 50,632.00			0%	$ -	$ 50,632.00	$ -
3 ERECT BUILDING	$ 22,784.40			0%	$ -	$ 22,784.40	$ -
4 PUMPS	$ 136,706.40			0%	$ -	$ 136,706.40	$ -
5 MECHANICAL	$ 25,316.00			0%	$ -	$ 25,316.00	$ -
6 PIPING	$ 12,658.00			0%	$ -	$ 12,658.00	$ -
DIVISION 7 - FILTERS							
1 EXCAVATION	$ 11,496.00			0%	$ -	$ 11,496.00	$ -
2 FOUNDATIONS, WALLS & ELEVATED DECK	$ 114,960.00			0%	$ -	$ 114,960.00	$ -
3 SET FILTERS & DRIVE MOTORS	$ 86,220.00			0%	$ -	$ 86,220.00	$ -
4 MISC METALS	$ 28,740.00			0%	$ -	$ 28,740.00	$ -
5 WEIRS	$ 17,244.00	$ 9,000.00		52%	$ 9,000.00	$ 8,244.00	$ 450.00
6 MECHANICAL	$ 57,480.00			0%	$ -	$ 57,480.00	$ -
7 PIPING	$ 229,920.00			0%	$ -	$ 229,920.00	$ -
8 PUMPS	$ 28,740.00			0%	$ -	$ 28,740.00	$ -
DIVISION 8 - CHLORINE CONTACT CHAMBER							
1 EXCAVATION	$ 3,180.60			0%	$ -	$ 3,180.60	$ -
2 SET CHEMICAL VAULT	$ 7,951.50			0%	$ -	$ 7,951.50	$ -
3 UNDERSLAB DRAIN PIPING	$ 7,951.50			0%	$ -	$ 7,951.50	$ -
4 FOUNDATIONS & WALLS	$ 39,757.50			0%	$ -	$ 39,757.50	$ -
5 STRUCTURAL	$ 15,903.00			0%	$ -	$ 15,903.00	$ -
6 MISC METALS	$ 7,951.50	$ 1,900.00		24%	$ 1,900.00	$ 6,051.50	$ 95.00

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
7 CHLORINE PUMPS	$ 7,951.50			0%	$ -	$ 7,951.50	$ -
8 MECHANICAL	$ 7,951.50			0%	$ -	$ 7,951.50	$ -
9 EFFLUENT PUMPS	$ 7,951.50			0%	$ -	$ 7,951.50	$ -
10 PIPING	$ 52,479.90	$ 12,000.00		23%	$ 12,000.00	$ 40,479.90	$ 600.00
DIVISION 11 - CHEMICAL FEED & STORAGE FACILITIES							
1 EXCAVATION	$ 5,032.80			0%	$ -	$ 5,032.80	$ -
2 SET CATCH BASINS	$ 7,549.20			0%	$ -	$ 7,549.20	$ -
3 FOUNDATIONS W/ UNDERDRAINS	$ 50,328.00			0%	$ -	$ 50,328.00	$ -
4 PRECAST CONCRETE BOXES	$ 12,582.00			0%	$ -	$ 12,582.00	$ -
5 CHEMICAL STORAGE TANKS	$ 25,164.00			0%	$ -	$ 25,164.00	$ -
6 MISC METALS	$ 12,582.00			0%	$ -	$ 12,582.00	$ -
7 ERECT PEMB	$ 50,328.00			0%	$ -	$ 50,328.00	$ -
8 PIPING	$ 88,074.00			0%	$ -	$ 88,074.00	$ -
DIVISION 12 - IN-PLANT / TRANSFER PUMP STATION & VAC CON							
1 EXCAVATION	$ 26,124.00			0%	$ -	$ 26,124.00	$ -
2 WET WELL	$ 65,310.00			0%	$ -	$ 65,310.00	$ -
3 MISC METALS	$ 26,124.00			0%	$ -	$ 26,124.00	$ -
4 PUMPS	$ 104,496.00			0%	$ -	$ 104,496.00	$ -
5 PIPING	$ 39,186.00			0%	$ -	$ 39,186.00	$ -
DIVISION 13 - AEROBIC DIGESTERS							
1 DEMO MECHANICAL PIPING	$ 14,340.00			0%	$ -	$ 14,340.00	$ -
2 AERATORS & MOORING ARMS	$ 143,400.00	$ 123,324.00		86%	$ 123,324.00	$ 20,076.00	$ 6,166.20

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
3 SUPERNATE DISCHARGE BOX	$ 14,340.00			0%	$ -	$ 14,340.00	$ -
4 AERATORS INSTALL	$ 20,076.00			0%	$ -	$ 20,076.00	$ -
5 UNDERGROUND DI PIPING	$ 71,700.00			0%	$ -	$ 71,700.00	$ -
6 INSTALL TELESCOPING VALVES	$ 22,944.00			0%	$ -	$ 22,944.00	$ -
DIVISION 14 - OPERATIONS BUILDING							
1 EXCAVATION	$ 12,150.00			0%	$ -	$ 12,150.00	$ -
2 FOUNDATIONS	$ 121,500.00			0%	$ -	$ 121,500.00	$ -
3 STRUCTURAL PEMB	$ 121,500.00			0%	$ -	$ 121,500.00	$ -
4 CMU BLOCK	$ 30,375.00			0%	$ -	$ 30,375.00	$ -
5 ERECT TRUSSES AND METAL ROOF	$ 36,450.00			0%	$ -	$ 36,450.00	$ -
6 HVAC	$ 78,975.00		$ 6,913.15	9%	$ 6,913.15	$ 72,061.85	$ 345.66
7 PLUMBING	$ 72,900.00			0%	$ -	$ 72,900.00	$ -
8 INSTALL LAB MATERIALS	$ 30,375.00			0%	$ -	$ 30,375.00	$ -
9 ARCHITECTURAL ITEMS	$ 72,900.00			0%	$ -	$ 72,900.00	$ -
10 SECURITY SYSTEM	$ 30,375.00			0%	$ -	$ 30,375.00	$ -
DIVISION 16 - LINE CREW BUILDING							
1 EXCAVATION	$ 18,062.18			0%	$ -	$ 18,062.18	$ -
2 FOUNDATIONS	$ 180,621.80			0%	$ -	$ 180,621.80	$ -
3 STRUCTURAL PEMB	$ 198,683.98			0%	$ -	$ 198,683.98	$ -
4 CMU BLOCK	$ 54,186.54			0%	$ -	$ 54,186.54	$ -
5 METAL SIDING	$ 18,062.18			0%	$ -	$ 18,062.18	$ -
6 HVAC	$ 108,373.08		$ 19,700.15	18%	$ 19,700.15	$ 88,672.93	$ 985.01
7 PLUMBING	$ 72,248.72			0%	$ -	$ 72,248.72	$ -

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
8 MISC METALS	$ 45,155.45			0%	$ -	$ 45,155.45	$ -
9 CASEWORK & CABINETS	$ 63,217.63			0%	$ -	$ 63,217.63	$ -
10 ARCHITECTURAL ITEMS	$ 144,497.44			0%	$ -	$ 144,497.44	$ -
DIVISION 17 - ELECTRICAL							
1 MOBILIZATION & TEMPORARY POWER	$ 49,520.00	$ 49,520.00		100%	$ 49,520.00	$ -	$ 2,476.00
2 SUBMITTALS	$ 24,760.00	$ 23,522.00		95%	$ 23,522.00	$ 1,238.00	$ 1,176.10
3 GENERAL CONDITIONS	$ 99,040.00	$ 17,606.00	$ 2,612.50	20%	$ 20,218.50	$ 78,821.50	$ 1,010.93
4 TESTING, START-UP, & CHECKOUT	$ 49,520.00			0%	$ -	$ 49,520.00	$ -
5 LIGHTNING PROTECTION	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
6 DEMOBILIZATION	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
7 MANHOLES	$ 49,520.00	$ 16,932.80		34%	$ 16,932.80	$ 32,587.20	$ 846.64
8 INSTALL MANHOLES	$ 24,760.00	$ 16,500.00		67%	$ 16,500.00	$ 8,260.00	$ 825.00
9 ELECTRICAL GEAR	$ 1,089,440.00		$ 36,575.00	3%	$ 36,575.00	$ 1,052,865.00	$ 1,828.75
10 INSTALL ELECTRICAL EQUIPMENT	$ 74,280.00			0%	$ -	$ 74,280.00	$ -
11 LIGHTING	$ 74,280.00			0%	$ -	$ 74,280.00	$ -
12 INSTALL LIGHTING	$ 49,520.00			0%	$ -	$ 49,520.00	$ -
13 UNDERGROUND CONDUIT & EXCAVATION	$ 247,600.00	$ 67,044.00	$ 16,625.00	34%	$ 83,669.00	$ 163,931.00	$ 4,183.45
14 SURFACE CONDUIT	$ 173,320.00			0%	$ -	$ 173,320.00	$ -
15 WIRE & TERMINATIONS	$ 198,080.00			0%	$ -	$ 198,080.00	$ -
16 GROUNDING	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
17 SECURITY CONDUIT & WIRE	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
18 LINE CREW LIGHTING	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
19 LINE CREW INSTALL LIGHTING	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
20 LINE CREW UNDERGROUND CONDUIT & EXCAVATION	$ 49,520.00			0%	$ -	$ 49,520.00	$ -

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

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

DESCRIPTION	TOTAL VALUE $	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	$ VALUE COMPLETED	$ BALANCE TO FINISH	RETAINAGE 5%
21 LINE CREW SURFACE CONDUIT	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
22 LINE CREW WIRE & TERMINATIONS	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
23 LINE CREW GROUNDING	$ 24,760.00			0%	$ -	$ 24,760.00	$ -
TOTAL	$ 15,426,644.00	$ 1,537,981.25	$ 789,205.44	10%	$ 2,327,186.69	$ 13,099,457.31	$ 116,359.33

Stored Material Summary

Contractor's Application

For (Contract):	DEP SRF Harbor Road WRF Expansion, Ph. 2 SRF Agreement No. WW100420 City of Green Cove Springs, Florida	Application Number: 04
Application Period:	07/26/2021-08/29/2021	Application Date: 08/30/2021

A		B	C		D		E		F		G
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
	1845135	Multiple	Green Cove	Perforated Pipe and fittings	04/29/2021	3,703.38		3,703.38			3,703.38
	21-26	Subm. No. 01	Green Cove	Floating Aerators	04/30/2021	122,383.10		122,383.10			122,383.10
	1843656	Multiple	Green Cove	Underdrain Piping	05/05/2021	34,008.79		34,008.79			34,008.79
	1843656-1	Multiple	Green Cove	Underdrain Piping and fittings	05/17/2021	12,674.04		12,674.04			12,674.04
	1845357	Multiple	Green Cove	Pipe Fittings	05/20/2021		7,922.44	7,922.44			7,922.44
	1845822	Multiple	Green Cove	Pipe & Fittings	05/26/2021	54,116.18		54,116.18			54,116.18
	16	Subm. No. 29	Subcontractor	Fencing Materials	06/01/2021	58,360.60		58,360.60			58,360.60
	1845357-1	Multiple	Green Cove	Pipe Fittings	06/02/2021		186.42	186.42			186.42
	21-39	Multiple	Green Cove	FRP Weirs and Baffles for secondary clarifiers	06/03/2021	22,335.00		22,335.00			22,335.00
	1845357-2	Multiple	Green Cove	Pipe fittings	06/07/2021	3,095.20		3,095.20			3,095.20
	1845357-3	Multiple	Green Cove	Pipe fittings	06/11/2021	4,781.66		4,781.66			4,781.66
	1843668	Multiple	Green Cove	Pipe fittings	06/12/2021	76,156.51		76,156.51			76,156.51
	1845357-4	Multiple	Green Cove	Pipe Fittings	06/16/2021		2,196.32	2,196.32			2,196.32
	1855262	Multiple	Green Cove	Pipe fittings	06/17/2021	27,469.45		27,469.45			27,469.45
	1845244	Multiple	Green Cove	Pipe fittings	06/18/2021	37,059.47		37,059.47			37,059.47
	1845135-1	Multiple	Green Cove	Pipe fittings	06/23/2021	1,816.32		1,816.32			1,816.32
	CM115120	Multiple	Green Cove	Pipe	06/25/2021		-1,997.04	- 1,997.04			- 1,997.04
	1857688	Multiple	Green Cove	Combination Air Valves	06/30/2021		6,678.00	6,678.00			6,678.00
	1844633	Multiple	Green Cove	Pipe & Fittings	07/13/2021	29,336.72		29,336.72			29,336.72
	1859345	Multiple	Green Cove	Pipe and Fittings	07/12/2021		3,554.60	3,554.60			3,554.60
	1857392	Multiple	Green Cove	Valves	07/15/2021	30,104.00		30,104.00			30,104.00
	3556B82123	Subm. No. 27	Green Cove	In-Plant Submersible Pumps	07/21/2021		16,755.42	16,755.42			16,755.42
	1864289	Multiple	Green Cove	Polywrap Pipe tape	07/28/2021		1,074.84	1,074.84			1,074.84
	1845244-1	Multiple	Green Cove	Pipe Fittings	07/30/2021		24,788.91	24,788.91			24,788.91
	1845822-1	Multiple	Green Cove	14" Bell Restraints	08/02/2021		3,805.40	3,805.40			3,805.40
	1859345-1	Multiple	Green Cove	Pipe Fittings	08/10/2021		769.56	769.56			769.56
	3556B85393	Subm. No. 27	Green Cove	In-Plant Submersible Pumps - guide rails, brackets, etc	08/13/2021		13,765.90	13,765.90			13,765.90
	3556B85757	Subm. No. 27	Green Cove	In-Plant Submersible Pumps - Base Plates	08/17/2021		2,548.24	2,548.24			2,548.24
	281045636	Subm. No. 20	Green Cove	Slide Gate materials	08/17/2021		90,175.00	90,175.00			90,175.00
	8481201	Subm. No. 73	Submittals	Oculus Control System	07/27/2021		170,922.73	170,922.73			170,922.73
	8481198	Subm. No. 57	Submittals	Mechanical Surface Aerators	07/27/2021		79,214.39	79,214.39			79,214.39
	8481199	Subm. No. 58	Submittals	Submersible Mixers	07/27/2021		34,806.96	34,806.96			34,806.96
	8481199	Subm. No. 59	Submittals	EliminatIR Gate	07/27/2021		44,512.64	44,512.64			44,512.64
	8481234	Subm. No. 64	Submittals	80' C4-FTS Clarifiers w/C40HT Drives	08/02/2021		106,705.49	106,705.49			106,705.49
	M3-L3026-1	Subm. No. 20	Submittals	Coordination Services - Alfa Laval	08/17/2021		37,600.00	37,600.00			37,600.00
				Totals		517,400.42	645,986.22	1,163,386.64			1,163,386.64

© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845357	$7,922.44	59035	1 of 1

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

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

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

SHIP TO:

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

RM 30004

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012009	JGS	HARBOR RD WRF EXPANSION	05/20/21	ID 104406

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 1845244			
			RIVER OUTFALL			
1	0	DMJ9LA24	DOM 24 MJ C153 90 BEND L/A		EA	0.00
1	1	DMJRLA2416	DOM 24X16 MJ C153 RED L/A	1384.000	EA	1384.00
1	1	DMJ4LA20	DOM 20 MJ C153 45 BEND L/A	1137.000	EA	1137.00
1	0	DMJTLA20	DOM 20 MJ C153 TEE L/A		EA	0.00
1	1	DMJSCAPLA20	DOM 20 MJ C153 SLD CAP L/A	597.000	EA	597.00
2	0	DMJ9LA16	DOM 16 MJ C153 90 BEND L/A		EA	0.00
8	4	DMJ4LA16	DOM 16 MJ C153 45 BEND L/A	730.000	EA	2920.00
			REUSE LINE			
2	2	DMJ4LAP	DOM 4 MJ C153 45 BEND L/A	60.000	EA	120.00
1	1	DMJ9LAP	DOM 4 MJ C153 90 BEND L/A	72.000	EA	72.00
1	0	DMJTCAPLAPK	DOM 4X2 MJ C153 TAP CAP L/A		EA	0.00
			WATER			
2	2	DF9P	DOM 4 DI 125# C110 FLG 90 BEND	148.000	EA	296.00
2	2	DMJ9LAP	DOM 4 MJ C153 90 BEND L/A	72.000	EA	144.00
1	1	DMJTLAU	DOM 6 MJ C153 TEE L/A	164.000	EA	164.00
1	1	DMJ9LAU	DOM 6 MJ C153 90 BEND L/A	114.000	EA	114.00
4	4	DMJ9LAP	DOM 4 MJ C153 90 BEND L/A	72.000	EA	288.00
2	2	DMJ4LAP	DOM 4 MJ C153 45 BEND L/A	60.000	EA	120.00
1	0	DMJTPUK	DOM 6X2 MJ C153 TAP PLUG		EA	0.00
			DRAINAGE			
1	1	DMJ1LAX	DOM 6 MJ C153 11-1/4 BEND L/A	118.000	EA	118.00
			INVOICE SUB-TOTAL			7474.00
			TAX	Florida 5000 Cap Met		448.44

RECD MAY 23

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

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE $7,922.44

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845357-1	$166.42	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012~~009~~ 2032	JGS	HARBOR RD WRF EXPANSION	06/02/21	ID 104497D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 1845244			
			RIVER OUTFALL			
1	0	DMJ9LA24	DOM 24 MJ C153 90 BEND L/A		EA	0.00
1	0	DMJTLA20	DOM 20 MJ C153 TEE L/A		EA	0.00
2	0	DMJ9LA16	DOM 16 MJ C153 90 BEND L/A		EA	0.00
4	0	DMJ4LA16	DOM 16 MJ C153 45 BEND L/A		EA	0.00
			REUSE LINE			
1	1	DMJTCAPLAPK	DOM 4X2 MJ C153 TAP CAP L/A	61.000	EA	61.00
			WATER			
1	1	DMJTPUK	DOM 6X2 MJ C153 TAP PLUG	96.000	EA	96.00
			DRAINAGE			
			INVOICE SUB-TOTAL			157.00
			TAX	Florida 5000 Cap Met		9.42

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

RECEIVED
JUN 01 REC'D

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** $166.42

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845357-4	$2,196.32	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012809 2032	JGS	HARBOR RD WRF EXPANSION	06/16/21	ID 104626D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 1845244			
			RIVER OUTFALL			
1	1	DMJTLA20	DOM 20 MJ C153 TEE L/A	2072.000	EA	2072.00
			INVOICE SUB-TOTAL			**2072.00**
			TAX	Florida 5000 Cap Met		**124.32**

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

RECEIVED
JUN 21 REC'D
By_____

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$2,196.32**

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

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

Please contact with Questions: 407-816-6550

CREDIT MEMO NUMBER	TOTAL DUE	CUSTOMER	PAGE
CM115120	-$1,997.04	59035	1 of 1

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032	JGS	HARBOR RD WRF EXPANSION	06/25/21	IC CM0

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
240	240	DR18GPU	6 C900 DR18 PVC GJ GREE OI:1855262	7.850	FT	-1884.00
	Cust PO: 463000012032		Job Name: HARBOR RD WRF EXPANSION			
			INVOICE SUB-TOTAL			**-1884.00**
			TAX	Florida 5000 Cap Met		**-113.04**

Looking for a more convenient way to pay your bill?

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

TERMS: **ORIGINAL INVOICE** **TOTAL DUE** **-$1,997.04**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1857688	$6,678.00	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	4630001 2032	JGS	ARVs	06/30/21	ID 104748D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
3	3	SP-G2COMBTHRDAIRVL	2X2 COMB THRD AIR VLV Sequence #: 454 ARI D-025PT02	1050.000	EA	3150.00
1	1	SP-G2COMBTHRDAIRVL	2X2 COMB THRD AIR VLV Sequence #: 535 ARI D-025PT02	1050.000	EA	1050.00
1	1	SP-G2COMBTHRDAIRVL	2X2 COMB THRD AIR VLV Sequence #: 572 ARI D-025PT02	1050.000	EA	1050.00
1	1	SP-G2COMBTHRDAIRVL	2X2 COMB THRD AIR VLV Sequence #: 630 ARI D-025PT02	1050.000	EA	1050.00
			INVOICE SUB-TOTAL			**6300.00**
			TAX	Florida 6000 Cap Met		**378.00**

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

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$6,678.00**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1859345	$3,554.60	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032 CO1	JGS	HARBOR RD WRF EXPANSION	07/12/21	IO 104830

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
20	20	DR18GPP	4 C900 DR18 PVC GJ GREE PIPE	4.500	FT	90.00
100	100	P80BP	4 X 20 FT PVC S80 BE PIPE	984.000	C	984.00
140	140	P80BK	2 X 20 FT PVC S80 BE PIPE	306.000	C	428.40
1	0	DMJTLAP	DOM 4 MJ C153 TEE L/A		EA	0.00
1	0	DMJ9LAP	DOM 4 MJ C153 90 BEND L/A		EA	0.00
2	2	AFC2604DLAFMM	4 DI MJ RW OL SS STEM VLV L/A	396.000	EA	792.00
9	1	FUFR1500CA4U	4IN UFR1500-CA-U RESTRAINER	39.000	EA	39.00
2	2	DVBLIDW	TYLER VLV BX LID WTR DOM	18.000	EA	36.00
2	2	DVBSTS10	10 SC VLV BX TOP DOM	43.000	EA	86.00
2	2	DVBSBS15	DOM 15 SC VLV BX BOT SECT	52.000	EA	104.00
			S80 FITTINGS			
4	4	P80S4P	4 PVC S80 SXS 45 ELL	35.000	EA	140.00
4	0	MUL040492	4 PVC SWR REC THRD CO PLUG		EA	0.00
4	4	P80SFAP	4 PVC S80 SXF ADPT	36.000	EA	144.00
30	30	P80S4K	2 PVC S80 SXS 45 ELL	9.000	EA	270.00
10	10	P80STPPK	4X4X2 PVC S80 SXSXS TEE	24.000	EA	240.00
			BASINS			
4	0	FFSD120CB2	12 SQ BASIN		EA	0.00
3	0	SP-FSD301720	FSD 3017 20" DRAIN		EA	0.00
			INVOICE SUB-TOTAL			**3353.40**
			TAX	Florida 5000 Cap Met		**201.20**

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

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE **$3,554.60**

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

Xylem Water Solutions U.S.A., Inc.

455 HARVEST TIME DRIVE
SANFORD, FL 32771
Tel.(407)880-2900 Fax:(407)880-2962

110805

REMIT TO

26717 Network Place
Chicago, IL 60673-1267

INVOICE

YOUR PURCHASE ORDER	
DEP SRF HARBOR RD	

INVOICE NO.	FUS NO.	DATE SHIPPED	DELIVERY NOTE
3556B82123	D33513	7/21/21	H34482

INVOICE DATE	TRN	WHS	PAYMENT TERMS
7/21/21	A3	096	100% N90 FROM INVOICE

Sold To:

Customer No. 203468
Global No. 5017686

WILLIAMS IND SERVICES LLC

100 CRESCENT CENTER PKWY STE 1
SUITE 1240
TUCKER GA 30084-7063

Ship To:

CGCS/DEP SRF HARBOR WR PH 2 LS
Ed Gathercole 904-716-2652
1277 HARBOR ROAD
GREEN COVE SPRINGS FL 32043

FREIGHT TERMS	DELIVERY TERMS	ORDER PROCESSED BY
Jobsite	Prepaid	FLYGT-ORLANDO, FL BRANCH
SHIP VIA	**ORDER TEXT**	**CUSTOMER TEXT**
Shipper choice-Ground	PO 463000012013	CJAAP 2021-APO-0116

LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED UM	UNIT PRICE DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
	DEP SRF HARBOR RD WRF- CLAY CO				
001	0031270600016 NP489-4 7.5/460/3 50' FLS FV S/N:2140060 D/N H34482 S/N:2140061 D/N H34482 FLS ENABLED	2 EA			
	TOT PRICE/GROUP 001 - 001				15,807.00
	SUB-TOTAL OF POSITIONS				15,807.00
	** ADD NO S & H CHARGES **				
	TOTAL WEIGHT 706.200 LBS				
	NET AMOUNT BEFORE TAXES USD FL STATE				15,807.00 17 948.42 19

7/21/21-US PORT expected exit date of 07/22/21
TOTAL WEIGHT ON D/N:H34482
DISPATCH INFO: 594849

ORDER TOTAL USD
16,755.42

RECEIVED
JUL 27 REC'D

PORTANT - This invoice is governed by and subject to TERMS AND CONDITIONS OF SALE - XYLEM AMERICAS. Different terms are hereby rejected unless expressly assented to in
. Terms are accessible at http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1864289	$1,074.84	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032	JGS	HARBOR RD WRF EXPANSION	07/28/21	IO 104961

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
300	300	T3888760	27X300 POLYWRAP F/ 10 - 12 DIP GREE	0.850	FT	255.00
300	300	T3888765	34X300 POLYWRAP F/ 14 - 16 DIP GREE	1.000	FT	300.00
300	300	SP-T3888767	41X300 POLYWRAP F/ 18-20 DIP GREEN	1.250	FT	375.00
12	12	PSPWT210	2X100 10 MIL PIPE WRAP TAPE	7.000	EA	84.00
			INVOICE SUB-TOTAL			**1014.00**
			TAX	Florida 5000 Cap Met		**60.84**

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

Looking for a more convenient way to pay your bill?

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



TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$1,074.84**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845244-1	$24,788.91	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FL2CLA	463000012032	JGS	HARBOR RD WRF EXPANSION	07/30/21	ID 104981

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			ALL DOMESTIC			
			PERMOX LINED			
1	1	DMJ4P4LA20	DOM 20 MJ C153 P-401 45 BEND L/A	1728.000	EA	1728.00
1	0	DMJ9P4LA20	DOM 20 MJ C153 P-401 90 BEND L/A		EA	0.00
1	0	DMJTP4LA2012	DOM 20X12 MJ C153 P-401 TEE L/A		EA	0.00
1	0	DMJRP4LA2016	DOM 20X16 MJ C153 P-401 RED L/A		EA	0.00
1	0	DMJ9P4LA12	DOM 12 MJ C153 P-401 90 BEND L/A		EA	0.00
1	1	DMJ9P4LAU	DOM 6 MJ C153 P-401 90 BEND L/A	234.000	EA	234.00
1	1	DMJCRP4LAU	DOM 6 MJ C153 P-401 CRS L/A	433.000	EA	433.00
1	0	DFCROSS24	DOM 24 DI 125# C110 FLG CRS		EA	0.00
			1" TAP			
1	1	DMJTP4LA24	DOM 24 MJ C153 P-401 TEE L/A	4395.000	EA	4395.00
1	0	DDMT2414CTF	24X14 MJ C153 PERMOX TEE L/A *X		EA	0.00
1	0	DMJELRLA2414	DOM 24X14 MJ C153 RED EPOX		EA	0.00
1	0	DMJRP4LA2416	DOM 24X16 MJ C153 P-401 RED L/A		EA	0.00
1	0	DMJCRP4LA16	DOM 16 MJ C153 P-401 CRS L/A		EA	0.00
1	0	DMJRP4LA1614	DOM 16X14 MJ C153 P-401 RED L/A		EA	0.00
4	0	DMJ9P4LA14	DOM 14 MJ C153 P-401 90 BEND L/A		EA	0.00
1	0	DMJSPP416	DOM 16 MJ C153 P-401 SLD PLUG		EA	0.00
2	0	DMJELP9LA24	DOM 24 MJXPE 90 C153 BEND EPOX		EA	0.00
3	3	DMJ9P4LA10	DOM 10 MJ C153 P-401 90 BEND L/A	455.000	EA	1365.00
2	0	DMJLSP4LA18	DOM 18 MJ C153 P-401 LONG SLV L/A		EA	0.00
10	8	DMJ9P4LA18	DOM 18 MJ C153 P-401 90 BEND L/A	1895.000	EA	15160.00
4	0	DMJ9P4LA14	DOM 14 MJ C153 P-401 90 BEND L/A		EA	0.00
			INVOICE SUB-TOTAL			**23315.00**
			TAX	Clay		**1473.91**

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

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$24,788.91**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845822-1	$3,805.40	59035	1 of 1

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

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

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

SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032	JGS	HARBOR RD WRF EXPANSION	08/02/21	ID 104995

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
10	10	SP-FUFR1390C14RBU	14 UFR1390-C-14-RB-U100	359.000	EA	3590.00
			INVOICE SUB-TOTAL			**3590.00**
			TAX	Florida 5000 Cap Met		**215.40**

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

Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX ORIGINAL INVOICE **TOTAL DUE** **$3,805.40**

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

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1859345-1	$769.56	59035	1 of 1

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

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

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

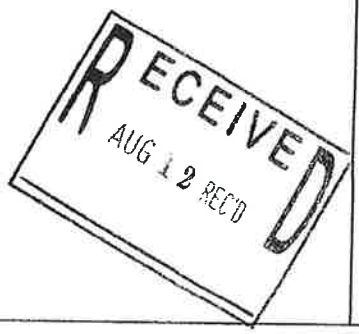
SHIP TO:

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032 CO1	JGS	HARBOR RD WRF EXPANSION	08/10/21	IO 105066

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	DMJTLAP	DOM 4 MJ C153 TEE L/A	107.000	EA	107.00
1	0	DMJ9LAP	DOM 4 MJ C153 90 BEND L/A		EA	0.00
8	0	FUFR1500CA4U	4IN UFR1500-CA-U RESTRAINER		EA	0.00
			S80 FITTINGS			
4	4	MUL040492	4 PVC SWR REC THRD CO PLUG	6.000	EA	24.00
			BASINS			
4	4	FFSD120CB2	12 SQ BASIN	55.000	EA	220.00
3	3	SP-FSD301720	FSD 3017 20" DRAIN	125.000	EA	375.00
			INVOICE SUB-TOTAL			726.00
			TAX	Florida 5000 Cap Met		43.56

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



Looking for a more convenient way to pay your bill?

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

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$769.56**

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

Xylem Water Solutions U.S.A., Inc.

455 HARVEST TIME DRIVE
SANFORD, FL 32771
Tel.(407)880-2900 Fax:(407)880-2962

REMIT TO

26717 Network Place
Chicago, IL 60673-1267

RECEIVED
AUG 23 2021
By

INVOICE

YOUR PURCHASE ORDER: DEP SRF HARBOR RD

INVOICE NO.	FUS NO.	DATE SHIPPED	DELIVERY NOTE
3556B85393	D33513	8/13/21	H38660

INVOICE DATE	TRN	WHS	PAYMENT TERMS
8/13/21	A3	220	100% N90 FROM INVOICE

Sold To:

Customer No. 203468
Global No. 5017686

WILLIAMS IND SERVICES LLC

100 CRESCENT CENTER PKWY STE 1
SUITE 1240
TUCKER GA 30084-7063

Ship To:

CGCS/DEP SRF HARBOR WR PH 2 LS
Ed Gathercole 904-716-2652
1277 HARBOR ROAD
GREEN COVE SPRINGS FL 32043

FREIGHT TERMS	DELIVERY TERMS	ORDER PROCESSED BY
Jobsite	Prepaid	FLYGT-ORLANDO, FL BRANCH
SHIP VIA	ORDER TEXT	CUSTOMER TEXT
Averitt	PO 463000012013	CJAAP 2021-APO-0116

LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED UM	UNIT PRICE DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
	DEP SRF HARBOR RD WRF- CLAY CO				
001	0000004421817 SLING,CHAIN UNIT SS WIRE 7.6M	2 EA			
002	0000005401305 CONNECTION,DISCH 4X4" CI	2 EA			
003	1400000498901 ROD,THREADED 3/4"-10X12" 316SS	12 EA			
004	1400000488306 NOZZLE,MIXING FOR ADHESIVE 2PK	2 EA			
005	1400000488305 ADHESIVE,ANCHORING AC100PLUS+ 10OZ TUBE	3 EA			
006	0000006136804 BRACKET,GUIDE BAR UPPER 2" 316 OLD NUMBER: APUMPDPGBRKTSS	2 EA			
007	1400000490103	100			

Cont on 2

$13,765.00

Xylem Water Solutions U.S.A., Inc.

455 HARVEST TIME DRIVE
SANFORD, FL 32771
Tel.(407)880-2900 Fax:(407)880-2962

RECEIVED
AUG 23 2021
By

REMIT TO

26717 Network Place
Chicago, IL 60673-1267

INVOICE

YOUR PURCHASE ORDER: DEP SRF HARBOR RD

INVOICE NO.	FUS NO.	DATE SHIPPED	DELIVERY NOTE
3556B85757	D33513	8/17/21	H39470

INVOICE DATE	TRN	WHS	PAYMENT TERMS
8/17/21	A3	220	100% N90 FROM INVOICE

Sold To:

Customer No. 203468
Global No. 5017686

WILLIAMS IND SERVICES LLC

100 CRESCENT CENTER PKWY STE 1
SUITE 1240
TUCKER GA 30084-7063

Ship To:

CGCS/DEP SRF HARBOR WR PH 2 LS
Ed Gathercole 904-716-2652
1277 HARBOR ROAD
GREEN COVE SPRINGS FL 32043

FREIGHT TERMS	DELIVERY TERMS	ORDER PROCESSED BY
Jobsite	Prepaid	FLYGT-ORLANDO, FL BRANCH
SHIP VIA	**ORDER TEXT**	**CUSTOMER TEXT**
Averitt	PO 463000012013	CJAAP 2021-APO-0116

LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED UM	UNIT PRICE DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
	DEP SRF HARBOR RD WRF- CLAY CO				
001	1409407045785G BASE PLATE 30"X 51" w/SS STUDS 1" A36 STEEL	2 EA			
	TOT PRICE/GROUP		001 - 001		2,404.00
	SUB-TOTAL OF POSITIONS				2,404.00
	** ADD NO S & H CHARGES **				
	TOTAL WEIGHT 700.000 LBS				
	NET AMOUNT BEFORE TAXES USD				2,404.00
	FL STATE				144.24
	DISPATCH INFO: 0690726466				
				ORDER TOTAL USD	
					2,548.24

IMPORTANT - This invoice is governed by and subject to TERMS AND CONDITIONS OF SALE - XYLEM AMERICAS. Different terms are hereby rejected unless expressly asse
writing. Terms are accessible at http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx

Invoice

Recipient
Williams Industrial Services, LLC
100 CRESENT CENTRE PKWY
SUITE 1240
TUCKER, GA 30084
UNITED STATES

Delivery address
CGCS/DEP SRF Harbor Rd. WR PH2/LS
321 Walnut Street

Green Cove Springs, Florida 32043
UNITED STATES

Your reference

Customer
Williams Industrial Services, LLC
100 CRESENT CENTRE PRKWY
SUITE 1240
Tucker, GA 30084
UNITED STATES

Your reference

Your order no
463000012005

Please state at payment
Invoice no 281045636

Our reference

Sales Contact Person
Alvaro Ramirez

Our reference
Shery Craig

Date
08/17/2021

Due date
10/01/2021

Payment terms
Net 45 Days

Delivery method
Truck Freight

Delivery terms
DAP - Delivered At Place
Green Cove Springs

Order no
P001783

Cust no
E1730725

Ln	Description	VAT	Invoice no	Amount
10	Milestone 1 Equipment Delivery	00		85,000.00

Item value	85,000.00
Sales Tax	5,175.00
TO PAY USD	**90,175.00**

Alfa Laval Inc. (AL) will process personal data supplied by you for the purpose of enabling AL to perform any contractual obligations towards you and to fulfil AL's statutory obligations. An application by you for information of your personal data registered by us must be made in writing to AL.
The general conditions of sale are according to AL's General Conditions Of Sale if nothing else is stated. An extra copy of these conditions will be sent to you upon request.
The goods to be delivered may be subject to export license requirement. AL reserves the right to cancel the order without any liability for damage or loss arising out of or relating to the cancellation in the event such an export license is not granted by competent export control authority.
Attention of the buyer is drawn to the following: Indirect, special and/or consequential damages are excluded from Supplier's liability and Supplier's total liability shall never exceed a maximum cumulative amount equal to 15 % of the contract price. Should parts of the contract be held to be invalid or otherwise unenforceable in any jurisdiction, any other contract provisions shall not be affected.

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 123227
Dallas, TX 75312-3227

Local sales office
Alfa Laval Inc.
10470 Deer Trail Drive
Houston, TX 77038
United States

Contact
Tel.: (800) 362-9041
Fax: (281) 449-1324
customerservice.usa@alfalaval.com
www.alfalaval.com

CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, Williams Industrial Services LLC, in consideration of the sum of $ 749,745.17, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to The City of Green Cove Springs (name of owner), for the improvements to the following described project DEP SRF Harbor Road WRF Expansion, Phase 2.
The lienor certifies that all progress payments have been utilized to provide progress payments to subcontractors, suppliers, and other related vendors associated with the listed project.

Dated on September 13, 2021

Lienor's Name: Williams Industrial Services LLC

Address: 591 Picketville Rd.

Jacksonville, FL 32220

By: Mikki Gathercole

Printed Name: Mikki Gathercole, Project Admin

STATE OF FLORIDA

COUNTY OF Saint Johns

The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 14 day of September, 2021, by Mikki Gathercole as Project Admin for Williams Industrial LLC

Personally known ☒ OR Produced identification ☐

Type of Identifications Produced _____

Alan Clarke Williams Jr.
(Signature of Notary Public)

ALAN CLARKE WILLIAMS, JR.
MY COMMISSION EXPIRES JANUARY 7, 2024
#GG 944849
Bonded thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary

EJCDC Pay Applicaton #4 Revised 9.13.21

Final Audit Report 2021-09-14

Created:	2021-09-14
By:	Mikki Gathercole (msgathercole@wisgrp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIEA9VTO1dFtHhcxIJxDNdzh9ZrH_3AVH

"EJCDC Pay Applicaton #4 Revised 9.13.21" History

Document created by Mikki Gathercole (msgathercole@wisgrp.com)
2021-09-14 - 3:24:35 PM GMT- IP address: 50.225.223.58

Document emailed to Alan Williams (acwilliams@wisgrp.com) for signature
2021-09-14 - 3:25:31 PM GMT

Email viewed by Alan Williams (acwilliams@wisgrp.com)
2021-09-14 - 3:26:38 PM GMT- IP address: 50.225.223.58

Document e-signed by Alan Williams (acwilliams@wisgrp.com)
Signature Date: 2021-09-14 - 3:27:17 PM GMT - Time Source: server- IP address: 50.225.223.58

Agreement completed.
2021-09-14 - 3:27:17 PM GMT

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** September 16,2021

FROM: Michael Daniels, AICP, Planning & Zoning Director

SUBJECT: Review and approval of a street closure request and fee waiver request for a Minor Event, CalaVida Festival. ***Michael Daniels***

BACKGROUND

CalaVida is a regularly held music and arts festival in the City of Green Cove Springs, providing a variety of inclusive events and performances over the course of a week. This year, for their seventh events, the organizers plan to hold CalaVida over the course of October 11-16. During October 13-16, they are requesting use of city facilities as follows:

- Wednesday, October 13: Pool Pavilion for Just the Zoo of Us Podcast, 6pm to 8pm
- Thursday, October 14: Pool Pavilion, Bluegrass Jam Session, 6pm to 9pm
- Friday, October 15: Spring Park & all pavilions, Sponsor Event, Blues in the Night, 6pm to 9pm
- Saturday, October 16:
    - Pool Pavilion: Author Meet & Greet from 10am to 3pm
    - Spring Park: Mama Blue concert 10am to 9pm

The event organizer is requesting all fees be waived, including but not limited to park reservation fees and event permitting fees.

FISCAL IMPACT

N/A

RECOMMENDATION

Approve the temporary closure of Walnut Street as shown on the map for the event dates outlined in the staff report as well as waive all fees.

GREEN COVE SPRINGS POLICE DEPARTMENT
Application for Off-Duty Service

This application is required to engage the off-duty services of police officers for public safety, health and welfare services in addition to those already provided to the public. It is understood that this is a non-binding agreement. A minimum of 10 days notice should be given when requesting services. The Green Cove Springs Police Department may cancel this service without advance notice or cause at any time. The Green Cove Springs Police Department will attempt to place officers during the requested dates and hours. Because of emergencies, inability to find a police officer to work this request, may not be filled when requested. The Green Cove Springs Police Department will not permit an officer to work in the capacity of "bouncer" at a bar or other establishment where liquor is served. There is a three (3) hour minimum for all off-duty employment. A supervisor may or may not be required and will be determined on an individual basis.

Rate per hour:		
	Officer	$30.00
	Supervisor	$35.00

Scheduling fee rate $30.00 X the corresponding number of hours in the chart below:

hours scheduled	hours paid
1hr – 12 hrs	= 0 hrs
13 hrs -50 hrs	= 3 hrs
51 hrs – 75 hrs	= 5 hrs
76 hrs – 150 hrs	= 10hrs
151 hrs – up	= 15hrs

Business Name: City of GCS on behalf of CALAVIDA Fax Number: _____

Applicant: Kimberly Thomas Phone Number: _____

Address of Event: Spring Park

Mailing Address: _____

Contact Person At Event: Sandra Royal Phone Number: 208-1011

Type of Event: Arts and Music Festival

Will alcohol be served at the event? No Number of expected participants: 2000 +

* What are the officer(s) duties: Street Closures - upon further Review, Spring Street will not be closed!

Do you require a uniformed officer? _____ How many? _____

Starting Date: _____ Ending Date: _____ SEE MAP
Starting Time: _____ Ending Time: _____

Other Comments: _____

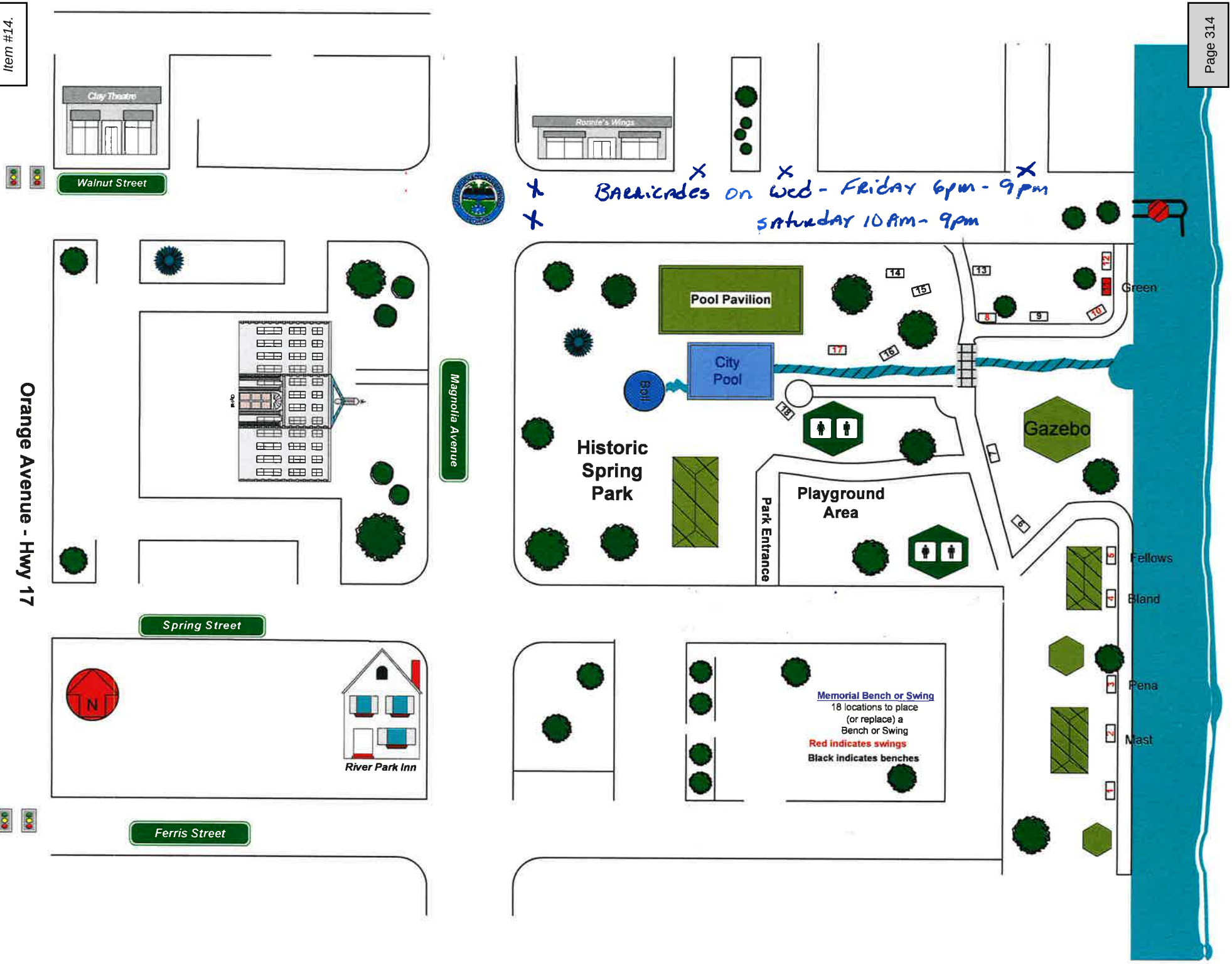
Applicant Signature: Kimberly Thomas Date: 9/1/21

Official Use Only

Law Enforcement Review: _____

Approval: ☐ Yes ☐ No By: _____ Date: _____

Form A-3 Rev. 11/2018


Clay Theatre
Ronnie's Wings
Walnut Street
Barricades on Wed - Friday 6pm - 9pm
Saturday 10AM - 9pm
Pool Pavilion
City Pool
Boil
Historic Spring Park
Park Entrance
Playground Area
Gazebo
Green
Fellows
Bland
Pena
Mast
Magnolia Avenue
Orange Avenue - Hwy 17
Spring Street
River Park Inn
Ferris Street
N
Memorial Bench or Swing
18 locations to place (or replace) a Bench or Swing
Red indicates swings
Black indicates benches

CalaVida
MUSIC & ARTS FESTIVAL
OCTOBER 11 - 16, 2021

August 24, 2021

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

Dear Council Members,

CalaVida is back on the calendar for October 11-16, 2021. We are so grateful to the City of Green Cove Springs for your past support and would like to ask that our fees once again be waived. The artist, authors and vendors all participate without paying a fee and since we are supported completely by sponsors, you make it possible for us to continue.

Our events are, as always, varied and all inclusive. One event I would like to call to your attention is on Wednesday at 6:00 at the Pool Pavilion. Just the Zoo of Us is a podcast that has gleaned national attention and just happens to be produced by two Clay High School graduates, Christian and Ellen Deeks Weatherford. They will discuss 2 separate "animals" and give them a rating in their live podcast. One is only found in Green Cove Springs. I hope you are intrigued.

Thank you again for joining with CalaVida for our seventh event.

Sincerely,

Sandra Royal

Sandra Royal

calavidafestival@gmail.com
(904) 284-2931
CalaVida.com

The Mission of the CalaVida Arts Festival is to foster and support arts education and provide quality artistic performances and events that promote the historical, cultural and social importance of the diverse community of Green Cove Springs, Florida.

CITY OF GREEN COVE SPRINGS

321 Walnut Street, Green Cove Springs, FL 32043
Phone: (904) 297-7500, x-3320; Fax: (904) 284-8118

PARK RESERVATION APPLICATION

GCS Police Department
904-297-7300 ext. 3
Call for any concerns with reservations, after normal working hours!

Name: Sandra Royal
Daytime Phone No.: 904-284-2931
Organization: CalaVida Inc.
Cell Phone No.: 904-208-1011
Address: 3688 La Costa Ct.
Driver's License No.: R400-792-50-562-0
City, State, Zip: Green Cove Springs, 32043
E-mail: CalaVidaFestival@gmail.com

PARK FEE SCHEDULE

SPRING PARK:

■ Gazebo (G)	$400.00 (No more than a 5-hour time block reservation)
■ Pool Pavilion (PP)	$400.00 (No more than a 5-hour time block reservation) Rental requires a $250 Refundable Clean-up Deposit
■ Large Pavilion (LP) 5 tables – seats approx. 50-60	$200.00
■ Small Pavilion (SP) 6 tables – seats approx. 36	$100.00
■ Large Picnic Shelter (LPS) 3 tables – seats approx. 18	$ 75.00
■ Small Picnic Shelter (SPS-A) 1 table	$ 50.00
■ Small Picnic Shelter (SPS-B) 1 table	$ 50.00
☐ Pool (P) **Seasonal**	$200.00 (No more than a 2-hour time block reservation) Reservations times: 9am – 11am or 7pm – 9pm Rental requires a $75 Refundable Clean-up Deposit & includes 2 Lifeguards)

VERA FRANCIS HALL PARK:

☐ Amphitheater (A)	$400.00
☐ Picnic Shelter (PS-A) 2 tables – seats approx. 12	$ 75.00
☐ Picnic Shelter (PS-B) 2 tables – seats approx. 12	$ 75.00
☐ Softball Field	$200.00 (All Reservations)

AUGUSTA SAVAGE ARTS & COMMUNITY CENTER:

Rental of the Thomas Hogan Memorial Gymnasium requires a $150.00 refundable deposit
Maximum capacity = 300 persons (Unavailable during operating hours = 11am-7pm)

	GCS Residents	Clay County Residents	Outside Clay County
☐ T. Hogan Memorial Gymnasium (Limited to Sports Activities Only)	$300.00	$350.00	$450.00
☐ Softball Field	$200.00 (All Reservations)		

ALL RESERVATION FEES ARE NON-REFUNDABLE

RESERVATION DATE: Oct. 13-16 **HOURS REQUESTED: FROM:** various **TO:** _____
(including set-up and clean-up time)

PURPOSE FOR RESERVATION: ☐ Birthday Party ☐ Church Function ☐ Family Reunion ☐ Wedding ■ Other: Music & Arts Festival

ESTIMATED NO. OF GUESTS EXPECTED: 2000+/-

RESERVATIONS. A Reservation Application Form and Hold Harmless and Indemnification Agreement must be completed and submitted along with the deposit and rental fee, paid in full, before any reservation is confirmed. No one under 21 may sign the form. Reservations must be made at least seven (7) calendar days, but no more than six (6) months, in advance.

RENTAL PAYMENT. Payment for the facilities shall be made by check, money order, or cash and is due at the time the reservation is made. Payment made by check or money order should be made payable to the "City of Green Cove Springs." Returned checks are subject to a fee of $25.00 plus all bank charges. All rental fees and security deposit must then be made in cash. Final fees are computed from the time of initial set-up through final clean-up. If any additional fees are due and are not paid within 48 hours, funds will be deducted from the deposit.

REFUNDS: All Park Rental Fees are NON-REFUNDABLE. However, reservations may be rescheduled upon written request provided the requested shelter / facility is/are not already reserved.

REFUNDABLE DEPOSITS: All refunds will be processed and mailed to the address on the first page of this form within 10 business days after City approval.

AMPLIFICATION REQUESTED? YES_____**NO** X

If YES, City Staff may authorize any of the following types of amplification: CD player, boom box/radio, karaoke machine, or electronic music player/speaker, i.e., Cell Phone, iPad, iPod, Tablet.

If YES, and your amplification is not one of the above options that City Staff may approve, then approval from the City Manager is required in the form of a **WRITTEN AND SIGNED** request stating what type of equipment will be used, what time frame the equipment will be used, and for what purpose. This is required to be submitted along with the required forms necessary to confirm any park reservation.

For more information relating to allowable noise levels and prohibitions, please refer to City Code Section ~~26-93 and 26-94(a):~~ 62-114 & 62-144

(a) Prohibitions. It shall be unlawful for any person to: (i) make, continue, or cause to be made or continued any noise disturbance, or any sound which is plainly audible, in violation of any of the specific prohibitions contained in this section; or (ii) otherwise violate any of the specific prohibitions contained in this section.

(1) Amplified sound produced by electronic audio equipment, musical instruments, and similar devices. No person shall operate, play, or permit the operation or playing of any radio, stereo, tape player, television, electronic audio equipment, musical instrument, or other sound amplifier in such a manner as to:

a. Be plainly audible at a distance of 200 feet or more from the real property boundary of the source of the sound;
b. Create across a real property boundary a noise disturbance in a residence, office, store, or other building;
c. If the source of the sound is in a building containing more than one residential unit, create a noise disturbance in another residential unit through a floor, ceiling, or wall separating residential units; or
d. Violate the maximum sound levels contained in section ~~26-93.~~ 62-144

I HEREBY MAKE APPLICATION TO THE CITY OF GREEN COVE SPRINGS FOR A RESERVATION FOR THE ABOVE REQUESTED PARK. I AGREE TO ALL TERMS AND CONDITIONS LISTED IN THIS PARK RESERVATION APPLICATION AND RENTAL AGREEMENT. I ALSO AGREE TO THE CONDITIONS LISTED IN THE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

Do not write below – For the City of Green Cove Springs

Deposit Fee: $_____ Date:_____ Check #_____ Cash:_____ Card:_____ Received by:_____

Rental Fee: $_____ Date:_____ Check #_____ Cash:_____ Card:_____ Received by:_____

Return of Security Deposit: Date:_____ Check #_____ Cash:_____ Card:_____ Received by:_____

Comments and Conditions:_____

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR SPECIAL EVENT (CITY PARKS)

This Hold Harmless and Indemnification Agreement, referred to as the "Agreement", is executed in duplicate originals by CalaVida, ("Indemnitor"), in favor of the City of Green Cove Springs, a Florida municipal corporation, ("City") on this 24 day of August, 2021.

RECITALS

WHEREAS, the City is the owner of Spring Park, the City Pool, Vera Francis Hall Park, and Augusta Savage Arts & Community Center or other City owned property, referred to collectively as "Parks"; and

WHEREAS, the Indemnitor has requested that the City make available:

- [x] Spring Park, 200 Spring Street,
- [ ] Pool, 229 Walnut Street,
- [ ] Vera Francis Hall Park, 1400 Martin Luther King Jr., Blvd., or
- [ ] Augusta Savage Arts & Community Center, Thomas Hogan Memorial Gymnasium, 415 Lemon Street.
- [ ] Other described as: _____

; and

WHEREAS, the Indemnitor and its guests, referred to collectively as Invited Parties, are using a portion of the City Parks, described as: Spring Park referred to as the "Designated Area" for the purposes of a Music & Arts Festival, referred to as the "Event" to be held on Oct. 13-16 [date], and the City has agreed to permit that use of the Designated Area on the condition that the Indemnitor covenants and agrees to the terms and conditions of this Agreement and all other Rules and Regulations attached hereto and by reference made a part hereof.

THEREFORE, in consideration of the City allowing the Indemnitor to conduct the Event in the Designated Area, and for $ 0 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the City, the Indemnitor covenants and agrees as follows:

1. The Indemnitor shall indemnify, defend and hold free and harmless the City, its volunteers, employees, agents, attorneys, insurance carriers, subsidiaries and affiliates, and the tenants, visitors and occupants of City Parks, referred to as the Releasees, and each of their respective guests, agents, servants, employees, officers and directors from and against any and all actions, claims, liabilities, assertions of liabilities, losses, costs and expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted or alleged to have resulted from the presence, activities, events and omissions of any nature whatsoever of the Indemnitor, the Invited Parties, their agents, servants, employees, and their respective guests and invitees, and any other attendees of the Event, whether invited or uninvited, on or adjacent to City Parks and surrounding City-owned lands on the above dates in connection with the use and occupancy of the Designated Area for the Event including, without limitation, any claim or claims for bodily injury or death of any persons whatsoever and for any loss or damage whatsoever, for any loss of the means of support and for any loss or damage whatsoever to property.

2. The Indemnitor, on behalf of itself, its employees, agents, the Invited Parties, and any and all parties who utilize the Designated Area for the purposes of the Event, referred to collectively as the Releasors, releases, acquits and forever discharges the City, Releasees, their successors, assigns, agents, attorneys, insurance carriers, affiliates, subsidiaries, agents and employees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasors now have or may ever have against the City, Releasees, their successors, assigns, affiliates, subsidiaries, agents and employees on account of any and all known and unknown

present or future injuries, losses and damages sustained or received or which may be sustained by the Releasors or the property of the Releasors occurring on, at or about City Parks and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasors are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.

3. Notwithstanding that the Indemnitor shall have full responsibility for the conduct and management of the Event in a safe, lawful and non-disruptive manner, the Invited Parties shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event.

4. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.

5. The Indemnitor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Indemnitor or the Invited Parties at the Event without specific authority granted by the City Council.

6. The Indemnitor represents and warrants to the City that it has the full right, power, and authority to execute this Agreement.

7. Notwithstanding any terms of this Agreement to the contrary, nothing contained herein shall be construed or interpreted to waive the City's sovereign immunity or to increase the dollar limit of the City's liability beyond that which is set forth in Section 768.28, Florida Statutes, as amended.

8. The City may cancel this Agreement upon giving the Indemnitor seven (7) days written notice.

The Indemnitor has executed this Agreement on the date first written above.

Indemnitor (Print): Sandra Royal

Signature: Sandra Royal

City of Green Cove Springs:

By: Steve Kennedy
Steve Kennedy, City Manager

Witness:

By: _____
Printed Name: _____

Attest:

By: _____
Kimberly Thomas, Executive Assistant

Approved as to form only:

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

Revised 07/10/19 re

City of Green Cove Springs
Special Event Application

Instructions: The information requested in this application will help staff approve your event and ensure adequate facilities are provided. Each section must be completed in its entirety. This application should be submitted to the Development Services Department a **minimum** of 10 days in advance for a minor event and 30 days in advance for a major event. Staff will determine whether the event is major or minor.

EVENT SUMMARY

Event Title CalaVida

Description CalaVida is a music and arts festival that includes dance, art, writing, music and a live podcast.

Event Purpose

- ☐ Promotional Event
- ☐ Fundraiser
- ☐ Outdoor Market
- ☑ Concert/Performance
- ☐ Parade/Procession/March
- ☐ Community Gathering
- ☑ Festival
- ☐ Walk/Run
- ☐ Other

If other, please describe:

Estimated Attendance Peak 1500 Average Per Day 75 Total 1875

Event Website CalaVida.com

Date/Time

Day of Event: Oct. 13-16, 2021
Start/End Time: varied

Set-Up: 9:00 ◉ AM ○ PM
Breakdown: 9:00 ○ AM ◉ PM

Provide the address and a general description of the venue and space to be utilized there.

Location Large Pavilion across from Ronnies will be used for: Wednesday - Just the Zoo of Us Podcast - 6:00 pm-8:00 pm Thursday - Bluegrass Jam Session - 6:00 pm-9:00 pm, Saturday - Authors will be meeting, greeting and selling from 10:00 am-3:00 pm. The Park with all pavilions for Friday night Sponsor event - Blues in the Night 6:00-9:00. There is a concert - Mama Blue and it is of course open to the public. Saturday in the park 10:00 am-9:00 pm

Area of Event Site (SqFt or Acres):

APPLICANT

Host Organization (if any)

Name	Sandra Royal
Address	3688 La Costa Court, Green Cove Springs, FL 32043
Phone Number	904-284-2931 cel 904-208-1011
Email	CalaVidaFestival@gmail..com

Contact Person

Name	Same as above
Address	
Phone Number	
Email	

VENUE SPECIFICS

Please provide a **site sketch** for the venue which shows: (1) ingress and egress to the site, (2) any requested closure of public roads or public parking spaces, (3) designated event parking, (4) location of first aide, (5) location of garbage and recycling cans to be provided, (6) location of restrooms (on-site and portable, including those which are ADA accessible) and handwashing stations, (7) location of vendors, (8) location of entertainment, and (9) location of any other event infrastructure.

YES	NO	
☑	☐	Are you requesting the closure of any roads or public parking spaces in conjunction with this event? If yes, please provide details. Street in front of Ronnie on Wed, Thur., Fri, and Sat.

NOTE: Road closures must be approved by City Council.

☑	☐	Are you requesting any aide from the City for this event (police presence, barricades for road closures, etc.)? If yes, please provide details. barricades

NOTE: Assistance is subject to availability and staff approval; payment for services may be required. If approved, assistance will be coordinated by the applicant with the appropriate department.

☑	☐	Will there be any tents / canopies used as part of the event? If yes, please indicate how many and what size(s). Some artists use tents for their displays. Also we have a few food trucks.

NOTE: All tents must be properly anchored. Tents may require additional review, associated fees, and permitting. Staff will help you determine if a tent permit is required.

SUBMISSION INFORMATION

Applications should be submitted to the Development Services Department. E-mail your completed application to planning@greencovesprings.com or mail / hand deliver your completed application to:

City of Green Cove Springs
Development Services Department
321 Walnut Street
Green Cove Springs, FL 32043

Minor events are decisioned by the Site Development Review Team (SDRT). Major events must be approved by City Council. After an initial approval of a major event, additional information may be required, as written in City Code Sec. 117-791 of the city code.

Upon approval by SDRT (and when necessary, City Council) and payment of fees, staff will issue an event permit.

FEES

Minor Event: $50

Major Event: $500 + $100 for each additional 1,000 persons over 5,000

The applicant will pay the appropriate fee based on estimated total attendance but must provide attendance figures after the event to verify fees paid.

AFFIDAVIT OF APPLICANT

I certify that I am at least eighteen (18) years old, that I am empowered to execute this application on behalf of the host organization. and that the information on this application is true and complete to the best of my knowledge. I agree to hold harmless, indemnify and defend the City of Green Cove Springs, its officers and employees from any liability costs and attorney fees, which may arise from the Special Event.

I understand that this Special Event application does not guarantee approval of my event or reservation of the event location. I understand that failure to provide information and/or failure to obtain permits by established deadlines will result in cancellation of such Special Event.

I agree to comply with all City ordinances and regulations in connection with this Special Event. I understand that the violation of any City ordinances and/or regulations during the event will result in immediate termination at the City's discretion and ineligibility for future Special Events.

I understand it is my responsibility to (1) ensure all vendors are properly licensed with the appropriate authorities and (2) return the site to its original condition after the event. Food vending is subject to inspection by the Department of Business and Professional Regulations, Division of Hotels and Restaurants (DBPR). Event coordinators are responsible for notifying DBPR that they intend to conduct an event with food vendors. Call DBPR – (850) 487.1395 for details. Alcoholic beverages may not be consumed as part of the event without the appropriate State and City approvals

I understand temporary signs and banners are not allowed in the City Limits of Green Cove Springs unless in areas designated by the City Manager or for events which are City Sponsored. Signage otherwise would be limited to the duration of the event.

I agree to pay the City for any services required in staging this Special Event. I understand that a Final Permit authorizing the conduct of the event will not be issued until all permit fees are paid and all required information has been provided.

If the event is cancelled after receipt of the permit, I understand a refund is not guaranteed. Any changes in venue or event dates must be submitted to the Development Services Department to be routed for review; approval of changes is not guaranteed.

Applicant Signature	Sandra Royal
Applicant Printed Name	Sandra Royal
Applicant Title(if any)	Director
Date	August 24, 2021

RESOLUTION NO. R-25-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AUTHORIZING STAFF TO APPLY FOR A LEGISLATIVE LINE ITEM (LLI) PROJECT FOR THE GREEN COVE SPRINGS PUBLIC SAFETY AND RIVER ACCESS PROJECT IN THE AMOUNT OF $300,000.00

WHEREAS, the City received LLI funding in the amount of $300,000.00 for the purpose of improving public safety response times for marine incidents on the St. Johns River and providing more public safety presence on the river; and

WHEREAS, LLI Staff have requested a formal Resolution authorizing the application of the subject LLI Grant.

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

SECTION 1. That the City Council hereby supports and authorizes Staff to submit an LLI Grant application in the amount of $300,000.00; and

SECTION 2. That this Resolution shall take effect immediately upon passage.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 21ST DAY OF SEPTEMBER, 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

_____
Edward R. Gaw, Mayor

ATTEST:

_____
Erin West, City Clerk

APPROVED AS TO FORM:

_____
L. J. Arnold, III, City Attorney

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** September 21, 2021

FROM: Mike Null

SUBJECT: Change Order #1 to Contract Number LC 2020-17 Chapman Substation Construction to Terry's Electric in the additive amount of $75,534.17, bringing the new total contract amount to $954,620.17. ***Andy Yeager***

BACKGROUND

ITB LC 2020-17 solicited qualified electrical contractors to perform construction work at the Chapman Substation. Bids were opened on November 24, 2020, with six (6) firms participating. Terry's Electric provided the lowest bid for the work specified at a cost of $879,086.00. At the December 8, 2020 Council Meeting, City Council awarded the bid to Terry's Electric.

Over the course of the project, City staff requested that Terry's:

- relocate an additional overhead circuit to underground.
- install three new Hoffman panels with concrete foundations.
- demolish and remove the capacitor bank located inside the Chapman Substation.

The cost for this additional work is $75,534.17 as outlined on the attached Change Order #1. Staff asks that Council approve Change Order #1 to Terry's Electric in the additive amount of $75,534.17, increasing the original contract price of $879,086.00 to $954,620.17.

FISCAL IMPACT

The funds for this additional work are in the Electric Department's FY 2021 capital project fund.

RECOMMENDATION

Staff recommends approval of Change Order #1 to Contract Number LC 2020-17 Chapman Substation Construction to Terry's Electric in the additive amount of $75,534.17, bringing the new total contract amount to $954,620.17

Change Order (Form C-00 63 63)

No. 1

Date of Issuance: **6/30/2021** Effective Date: **6/30/2021**

Project: **Chapman Substation**	Owner: **FMPA/Green Cove Springs**	Owner's Contract No.: **LC2020-17 (PO #2722725)**
Contract: **Substation Construction (AD000727)**		Date of Contract: **12/04/2020**
Contractor: **Terry's Electric Inc.**		Contractor's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Labor for additional ductbank conduit (1400ft) $21,000; Additional ductbank conduit materials $20,489.70

Additional foundation work $16,632; Labor to remove capacitor banks $10,000;

Three additional Hoffman panels $7,412.47

Attachments (list documents supporting change):

Invoices from Contractor and subcontractors

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: **$ 879,086.00**	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: **$ N/A**	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: **$ 879,086.00**	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase of this Change Order: **$ 75,534.17**	Increase of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: **$ 954,620.17**	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

REQUESTED:	RECOMMENDED:	ACCEPTED:
By: _____	By: P Cuthay Henson	By: _____
Contractor (Authorized Signature)	Engineer (Authorized Signature)	Owner (Authorized Signature)
Date: _____	Date: July 30, 2021	Date: _____

Approved by Funding Agency (if applicable):

_____ Date: _____

Terry's Electric Inc.

T&M

JOB #:	8193
CUSTOMER:	FMPA/GREEN COVE SPRINGS
JOB NAME:	CHAPMAN SUB
ADDRESS:	
ADDITIONAL INFORMATION:	

DATE:	6/30/21
COMPLETE:	☐
INCOMPLETE:	☐
WARRANTY:	☐
T&M:	☑

EMPLOYEE	ST HOURS	OT HOURS	ST RATE	OT RATE

(DESCRIBE THE WORK PERFORMED HERE)

ADDITIONAL 1400 FT OF CONDUIT IN DUCT BANK INCLUDING LABOR FOR CONDUIT AND FITTING INSTALLATION, EXCAVATION, BACKFILL AND COMPACTION, AND PLACING FLOWFILL.

DESCRIPTION OF MATERIAL	UNIT	QTY	RATE	TOTAL	DESCRIPTION OF EQUIPMENT	RATE	UNIT	QTY	TOTAL
				$ -	ADDITIONAL DUCTBANK CONDUIT	$ 15.00	LOT	1400	$ 21,000.00
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -		TOTAL EQUIPMENT			$ 21,000.00
				$ -		TOTAL MATERIAL			$ -
				$ -		TOTAL ST LABOR			$ -
				$ -		TOTAL OT LABOR			$ -
				$ -		TAX	0.00%		$ -
				$ -		TOTALS			$ 21,000.00

Terry's Electric Inc.

T&M

JOB #:	8193
CUSTOMER:	FMPA/GREEN COVE SPRINGS
JOB NAME:	CHAPMAN SUB
ADDRESS:	
ADDITIONAL INFORMATION:	

DATE:	6/30/21
COMPLETE:	☐
INCOMPLETE:	☐
WARRANTY:	☐
T&M:	☑

EMPLOYEE	ST HOURS	OT HOURS	ST RATE	OT RATE

(DESCRIBE THE WORK PERFORMED HERE)

REMOVE CAPACITOR BANKS

DESCRIPTION OF MATERIAL	UNIT	QTY	RATE	TOTAL	DESCRIPTION OF EQUIPMENT	RATE	UNIT	QTY	TOTAL
				$ -	REMOVE CAPACITOR BANKS	$ 10,000.00	LOT	1	$ 10,000.00
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -					$ -
				$ -		TOTAL EQUIPMENT			$ 10,000.00
				$ -		TOTAL MATERIAL			$ -
				$ -		TOTAL ST LABOR			$ -
				$ -		TOTAL OT LABOR			$ -
				$ -		TAX	0.00%		$ -
				$ -				TOTALS	$ 10,000.00

Mitchell G. Hancock Inc.

Okeechobee, FL 34974

Proposal

Proposal Date: 4/8/2021
Proposal #: 3563
Job Name: CHAPMAN SUB
Purchase Order #:
IO#:

Bill To:
TERRY'S ELECTRIC, INC.
600 N. THACKER AVE.
SUITE A
KISSIMMEE, FL. 34741

Description	Quantity	Unit	Rate	Total
FOUNDATION D	4	EACH	3,015.00	12,060.00
MOBILIZATION AND DEMOBILIZATION			1,800.00	1,800.00

Acceptence Signature:

Total $13,860.00

total - 12,632.00

GraybaR

2400 SOUTH DIVISION AVE
ORLANDO FL 32805-6258
Phone: 407835
Fax: 407841

Sold to: TERRY'S ELECTRIC INC
NICK 8193 CHAPMAN
600 N THACKER AVE, SUITE A
KISSIMMEE FL 34741
Attn: Jennifer Brennan
Phone: 407-846-4252
Email: purchasing@terryselectric.com
Fax: 407-846-2631

Date: 04/16/2021
Project Name: CHAPMAN SUBSTATION
Graybar Order: 375143761
Purchase Order Nbr: 241729
Release Nbr: 8193
Additional Ref#:
Ref Quote Nbr: 237744830
Graybar Contact: Mr John A Carter
Email: john.carter@graybar.com

Order Acknowledgement

Thank you for Selecting Graybar. We Appreciate Your Business

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		24 EA	HERITAGE PLASTICS	6" SCH 40 90DEG 60 RADIUS PE ELS		7,786.61	100	1,868.79
			Ship From: Drop Ship-Factory					
FOB:	PPD - Bill							
						Est Delivery Date:		04/30/2021
200		8 EA	HERITAGE PLASTICS	3' SCH 40 90 DEG 60 RADIUS EL		3,318.79	100	265.50
			Ship From: Drop Ship-Factory					
FOB:	PPD - Bill							
						Est Delivery Date:		04/30/2021
300		30 EA	PVC COND	COUP-6	6 SCH40 COUPLING	744.61	100	223.38
			Ship From: Stock ZONE-TAMPA, FL					
GB Part#:	88215641							
FOB:	S/P - F/A		**UPC#:** 98006006114					
						Est Delivery Date:		04/30/2021
400		1,400 EA	PVC COND	PVC-6-20	6 SCH40 COND 20FT	1,051.22	100	14,717.08
			Ship From: Reship-Factory					
GB Part#:	88215701		**Inbound Frt:** N					
FOB:	S/P - F/A		**UPC#:** 78007923516					
						Est Delivery Date:		04/30/2021

Item Total (Frt not included): 17,074.75

+ 20%

total = 20,489.70

Subject to the standard terms and conditions set forth in this document.

Sold to: TERRY'S ELECTRIC INC
600 N THACKER AVE, SUITE A
KISSIMMEE FL 34741
Attn: Jennifer Brennan

Date: 06/25/2021
Project Name: CHAPMAN SUBSTATION
Graybar Order: 375863196
Purchase Order Nbr: 242896
Release Nbr: 8193
Additional Ref#:
Ref Quote Nbr: 238291841

Order Acknowledgement

Thank you for Selecting Graybar, We Appreciate Your Business

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
200		3 EA	HOFFMAN	CP2424	PANEL 22.20X22.20 FITS 24 X24	93.95	1	281.85

Ship From: Drop Ship-Factory

GB Part#: 94025706
FOB: S/P - F/A
UPC#: 78351078580

Est Delivery Date: 06/28/2021

Item Total (Frt not included): 6,177.06

+ 20%

total $ 7412.47

Subject to the standard terms and conditions set forth in this document.

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** September 21, 2021

FROM: Mike Null

SUBJECT: City Council approval of Resolution R-26-2021, adopting the Language Access Plan.
Mike Null

BACKGROUND

The City is in the process of applying for two separate CDBG grants. These grants require a four-factor analysis to determine if the City needs to post critical documents related to the grants in languages other than English. This analysis was performed back in February of 2021 and approved by City Council at its March 2, 2021 Council Meeting. The CDBG grant program is now also requiring a resolution adopting the analysis and the resulting Language Access Plan (LAP).

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of Resolution R-26-2021, adopting the Language Access Plan.

RESOLUTION NO. R-26-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ADOPTING THE LANGUAGE ACCESS PLAN FOR LIMITED ENGLISH PROFICIENCY PERSONS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND OTHER FEDERALLY FUNDED GRANT PROGRAMS.

WHEREAS, the City of Green Cove Springs plans to apply for grant funding under the Florida CDBG program as funding becomes available in various cycles and may from time-to-time apply for other federal grants, and as part of the requirements to be such a grant recipient, the City has an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities; and

WHEREAS, under the CDBG grant program requirements the City is required to conduct a Four Factor Analysis using the documentation provided by the Florida Department of Economic Opportunity, to determine whether the City is required to submit to the Florida Department of Economic Opportunity a Language Access Plan to address the Language Access Policy, translation of required vital documents, and requirements for citizen participation.

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

SECTION 1. Adoption of the Language Access Plan. The City conducted the Four Factor Analysis in accordance with the Florida Department of Economic Opportunity requirements as further described in Attachment A and is required to submit to the Department a Language Access Plan to address the Language Access Policy, translation of required vital documents, and requirements for citizen participation. The City Council hereby approves and adopts the Language Access Plan for Limited English Proficiency Persons in the form attached hereto as Attachment A. The Mayor and the City Clerk are hereby authorized to take all actions necessary to provide the Language Access Plan to the Florida Department of Economic Opportunity in the form required by the Department.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon adoption.

DONE AND RESOLVED THIS 21ST DAY OF SEPTEMBER 2021, BY THE CITY COUNCIL OF THE City OF GREEN COVE SPRINGS, FLORIDA.

CITY COUNCIL OF THE
CITY OF GREEN COVE SPRINGS, FLORIDA

_____
Edward Gaw, Mayor

ATTEST:

_____
Erin West, City Clerk

APPROVED AS TO FORM:

_____
L. J. Arnold, III, City Attorney

Council Member _____ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

COUNCIL MEMBER	YEA	NAY
Mayor Gaw		
Vice Mayor Johnson		
Council Member Royal		
Council Member Butler		
Council Member Kelley		

FOUR-FACTOR ANALYSIS
and
LANGUAGE ACCESS PLAN
FOR LIMITED ENGLISH PROFICIENCY PERSONS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CITY OF GREEN COVE SPRINGS

Purpose: In compliance with Executive Order 13166, the City of Green Cove Springs has developed the following Language Access Plan (LAP) for Limited English Proficiency (LEP) persons.

History: Title VI of the Civil Rights Act of 1964 is the federal law that protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

City of Green Cove Springs Four-Factor Analysis: The following Four-Factor Analysis will serve as the guide for determining which language assistance measures the City of Green Cove Springs will undertake to guarantee access to the City of Green Cove Springs Community Development Block Grant (CDBG) programs by LEP persons.

1. Number or proportion of LEP persons served or encountered in the eligible service population (served or encountered includes those persons who would be served by the recipient if the person received education and outreach and the recipient provided sufficient language services).

   The City of Green Cove Springs utilized American Community Survey data Table(s)#S1602. Based on this data, the City of Green Cove Springs does meet the 1,000 or 5% LEP persons threshold for the Spanish Language.

2. The frequency with which the LEP persons come into contact with the program.

   The proposed project does include internet hookups. Therefore, residents are likely to have considerable direct contact with the program and its staff.

3. The nature and importance of the program, activity, or service provided by the program.

   The proposed project does provide direct assistance to project area beneficiaries related to internet hookups; therefore, the nature of the activity or service is of significant importance to the proposed project area(s) residents.

4. The resources available and costs to the recipient.

Currently, there are free websites that can be utilized to translate some written materials. Additionally, local volunteers have been identified to provide oral translation services at public meetings and during conversations with LEP residents during the implementation of the proposed project. Furthermore, many of the common forms used in the implementation of a CDBG project are available in multiple languages on the HUD and DOL websites. Additionally, translation activities are an eligible CDBG administrative expense. Therefore, limited LAP measures are reasonable given the resources available to the City of Green Cove Springs.

City of Green Cove Springs
Language Access Plan

As a result of the preceding Four-Factor Analysis, the City of Green Cove Springs has identified the following types of language assistance to be provided on an as needed basis by the City of Green Cove Springs throughout the implementation of the CDBG program:

- *All CDBG citizen participation documents, project-related resolutions, public notices, and amendments will be published in Spanish on bulletin boards at the City Hall and in public places throughout the proposed project area(s) and/or the community.*

- *Additionally, all published citizen participation advertisements will include a statement in Spanish indicating other program materials are available in Spanish upon request.*

- *All citizen participation notices will include a statement that translators will be available at public meetings upon prior request.*

- *If needed, a translator may be retained to provide oral translation in the field during the implementation of the project activities.*

- *If other populations of LEP persons are identified in the future, The City of Green Cove Springs will consider additional measures to serve the language access needs of those persons.*

Adopted:

3/21/2021
Date Adopted

Attest

Mayor

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** September 21, 2021

FROM: Mike Null

SUBJECT: Approval of Amendment #1 to Contract Number LC 2018-02 – Tree Trimming for Electrical Distribution/Service Lines with Davey Tree Expert Company for the period September 4, 2021 through September 3, 2022 with the option to renew for one additional year. ***Andy Yeager***

BACKGROUND

ITB LC 2018-02 solicited bids for tree trimming services around electric distribution and service lines. This bid was awarded to Davey Tree Expert Company effective September 4, 2018. The original bid was awarded for a period of three years with the option to renew for two additional one-year terms. This will be the first renewal.

This renewal includes a price increase of approximately seven percent (7%). The requested increase is due to rising fuel and labor costs. Staff has reviewed this request and finds it to be reasonable. This is a little over 2% per year and the next closest bid in 2018 was 20% higher than Davey. Staff recommends approval of this contract amendment.

FISCAL IMPACT

The funds for this are in the Electric Department's FY 2021 and proposed FY 2022 operating budgets.

RECOMMENDATION

Staff recommends approval of Amendment #1 to Contract Number LC 2018-02 – Tree Trimming for Electrical Distribution/Service Lines with Davey Tree Expert Company for the period September 4, 2021 through September 3, 2022 with the option to renew for one additional year.

DocuSign Envelope ID: AA70A206-C100-45FE-92AF-2798E5247C2B

Name Tree Trimming for Electrical Distribution/Service Lines AMENDMENT NO. 1

THIS AMENDMENT made and entered into this __4th__ day of __September__, 2021 by and between THE CITY OF GREEN COVE SPRINGS, FLORIDA, a political subdivision of Florida, by and through its City Council, hereinafter referred to as OWNER, and Davey Tree Expert Company, and Ohio Corporation, whose address is 1500 N. Mantua Street, P.O. Box 5193, Kent, OH 44240-5193, hereinafter referred to as CONTRACTOR;

WHEREAS, both parties agreed to the Professional Services Agreement for Tree Trimming for Electrical Distribution/Service Lines entered into effective September 4, 2018;

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Services Agreement, both parties agree to Amendment No. 1 as set forth below:

TERM

The OWNER and CONTRACTOR have mutually agreed to renew the Professional Services Agreement for the following services:

Agreement term for an additional one (1) year period, through September 3, 2022.

Revised rates as shown in Attachment “A” attached, which reflect an approximate 7% increase.

Agreement will be eligible for one additional one (1) year period.

Remainder of Page Intentionally Left Blank

DocuSign Envelope ID: AA70A206-C100-45FE-92AF-2798E5247C2B

IN WITNESS WHEREOF, the parties hereto have signed this Amendment No. 2 in duplicate. One (1) counterpart been delivered to OWNER, and CONTRACTOR.

OWNER: CITY OF GREEN COVE SPRINGS, FLORIDA

By: _____ By: _____

Edward R. Gaw, Mayor Steve Kennedy, City Manager

ATTEST: APPROVED AS TO FORM:

By: _____ By: _____

Erin West, City Clerk L.J. Arnold III, City Attorney

CONTRACTOR:

By: DocuSigned by: Michael J. Mittiga 6A0D315A0C9E443...

Name & Title: Michael J. Mittiga, Vice President & General Manager

ATTEST:

By: DocuSigned by: Todd Sedivy 298D04DF91F741E...

Printed Name: Todd Sedivy

DocuSign Envelope ID: AA70A206-C100-45FE-92AF-2798E5247C2B

DAVEY
Proven Solutions for a Growing World

The Davey Tree Expert Company The City of Green Cove Springs Proposed Rates Effective 9/5/2021			
Item	Cost Per Hour		OT Adder
	With Chipped Debris Disposal	Without Chipped Debris Disposal	
2 - Man Crew with all necessary equipment	$ 79.61	$ 74.26	35%
3 - Man Crew with all necessary equipment	$ 95.69	$ 90.34	35%
4 - Man Crew with all necessary equipment	$ 112.51	$ 107.16	35%
Backyard Bucket	$ 25.47	$ 20.12	35%

The City of Green Cove Springs

Signature:[signature on above page]

Name:_____

Title:_____

Date:_____

The Davey Tree Expert Company

Signature:[signature on above page]

Name:_____

Title:_____

Date:_____

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GREEN COVE SPRINGS AND CONTRACTOR

THIS AGREEMENT is awarded and entered this 4th day of September, **2018** between the CITY of Green Cove Springs, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "CITY" and Davey Tree Expert Company., an Ohio Corporation, Gregory M. Ina, Executive Vice President, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, the CITY desires to obtain the professional services of said CONTRACTOR to provide and perform professional services as further described hereinafter to be referred to and identified as Tree Trimming for Electrical Distribution/Service Lines; and

WHEREAS, the CONTRACTOR hereby certifies that CONTRACTOR has been granted and possesses all necessary, valid, current licenses to do business in the State of Florida and in the CITY of Green Cove Springs, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement; and

WHEREAS, the CONTRACTOR has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such professional services in accordance with the provisions, conditions and terms hereinafter set forth; and

WHEREAS, the selection and engagement of the CONTRACTOR has been made by the CITY in accordance with the provisions of the CITY's Purchasing Policy and the solicitation made by the CITY through its BID No. LC 2018-02, Tree Trimming for Electrical Distribution/Service Lines.

WHEREAS, all parties hereto are in agreement with all terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a Contract shall exist between both parties consisting of:

ARTICLE 1.00 - DEFINITIONS
The following are definitions for the terms associated with this Agreement and are provided to establish a common understanding, between the parties, regarding the intended usage, application, and interpretation of same.

1.01 **AGREEMENT** - As it relates to the requirement of the work contemplated herein, this Agreement shall include **Exhibit A – Bid Proposal Form** and any documentation by reference, and shall constitute the entire agreement or understandings, written or oral, relating to the matters set forth herein. Any prior Agreements, entered into by the parties hereto, for other services shall not be affected by this Agreement nor shall they have any affect, whatsoever, on this agreement.

1.02 **AMENDMENTS** - Any additions, modifications or alterations made to this agreement. All amendments shall be made in accordance with Specifications and Performance Standards.

1.03 **"CONTRACTOR"** the individual or firm offering professional services, who has executed this Agreement; and who is legally obligated, responsible, and liable for providing and performing any and all services as required under the covenants, terms and provisions contained herein and any and all Amendments hereto. Any reference hereinafter made to the CONTRACTOR shall also include any employees of the CONTRACTOR, and any sub-CONTRACTORs or employees thereof, who are engaged by the CONTRACTOR for the purpose of performing professional

services pursuant to this Agreement.

1.04 **"CITY" a** political subdivision of the State of Florida, and any official and/or employees thereof, who shall be duly authorized to act on the CITY'S behalf, relative to this Agreement.

1.05 **"PARTIES"** CITY and the CONTRACTOR as defined hereinabove.

1.06 **"PROFESSIONAL SERVICES"** all services, work, materials and other professional, technical and administrative activities as set forth in **Exhibit A – Bid Proposal Form**, which are necessary to be provided and performed by the CONTRACTOR and its employees, and any and all sub-consultants and sub-CONTRACTORs the CONTRACTOR may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions contained herein.

1.07 **"PROJECT MANAGER"** the CITY's Assistant City Manager or his designee. The PROJECT MANAGER shall be responsible for acting on behalf of the CITY to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements as set forth in this Agreement, or any AMENDMENT(S) hereto. The PROJECT MANAGER shall also serve and act on behalf of the CITY, to provide direct contact and communication between the CITY and the CONTRACTOR, providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONTRACTOR, pursuant to this agreement, and any Amendment(s) hereto. The PROJECT MANAGER shall also review and approve any and all requests, submitted by the CONTRACTOR, for payment of services performed, pursuant to this Agreement.

1.08 **"SUB-CONTRACTOR"** any individual or firm who offers professional services to the CONTRACTOR, so as to assist providing and performing the professional services, work and materials for which the CONTRACTOR is contractually obligated, responsible and liable to provide and perform under this Agreement. The CITY shall not be a party to, held responsible or liable for, or assume any obligation whatsoever for any provision under any Agreement entered into by the CONTRACTOR and any and all SUB-CONTRACTORS.

1.09 **ADDITIONAL DEFINITIONS - RESERVED**

ARTICLE 2.00 - SCOPE OF PROFESSIONAL SERVICES

The CONTRACTOR agrees to provide to the CITY the services identified in **Exhibit A** under the price schedule contained therein.

ARTICLE 3.00 - TERM

The Agreement Term shall be for the initial term of three (3) years, with the potential for two (2) additional one-year extensions, for a maximum term of five (5) years.

ARTICLE 4.00 FUNDING

This Agreement or any amendments hereto shall be subject to fund availability.

ARTICLE 5.00 - OBLIGATIONS OF THE CONTRACTOR

The obligations of the CONTRACTOR, with respect to the services provided herein, shall include, but not be limited to, the following:

5.01 **LICENSES**

The CONTRACTOR agrees to obtain and maintain, throughout the term of this Agreement, and any extensions hereof, all licenses as required to do business in the State of Florida and the CITY of Green Cove Springs, including, but not limited to, licenses required by any State Boards, or other governmental agencies, responsible for regulating and licensing the professional services provided and performed by the CONTRACTOR pursuant to this Agreement.

5.02 PERSONNEL

(I) Qualified Personnel - The CONTRACTOR agrees to employ and/or retain only qualified personnel where, under Florida law, requires a license, certificate of authorization, or other form of legal entitlement, to practice such services.

(2) CONTRACTOR's Project Manager - The CONTRACTOR agrees to employ and designate, a qualified professional to serve as its Project Manager. The CONTRACTOR's Project Manager shall be authorized to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the professional services to be provided and performed, pursuant to this Agreement, and/or any Amendment(s) hereto. The CONTRACTOR'S Project Manager shall have full authority to bind and obligate the CONTRACTOR on any matter arising under this Agreement or any Amendment(s) hereto, except upon express written agreement of the CITY. The CONTRACTOR agrees that its Project Manager shall devote whatever time is required to satisfactorily manage the professional services performed by the CONTRACTOR, throughout the entire term of this Agreement and any extension hereof. The person or individual selected, by the CONTRACTOR, to serve as its Project Manager is subject to prior approval and acceptance of the CITY.

(3) Removal of Personnel - The CONTRACTOR agrees to promptly replace its Project Manager or any other persons in its employ, including sub-CONTRACTORs(s) or employees thereof, who were engaged by the CONTRACTOR to perform professional services pursuant to this Agreement, if the CITY requests, with or without cause, that the individuals be stopped from performing professional services under this Agreement.

(4) Sub-CONTRACTORs – If the CONTRACTOR utilizes sub-CONTRACTORs to assist in providing and performing the professional services, CONTRACTOR will solicit and consider Minority-Owned Businesses.

5.03 STANDARDS OF PROFESSIONAL SERVICE

The CONTRACTOR agrees to provide and perform the professional services set forth in this Agreement, or any Amendments hereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and policies, of any governmental agencies which may regulate, or have jurisdiction over the professional services to be provided and/or performed by the CONTRACTOR, pursuant to this Agreement.

5.04 INDEMNIFICATION

(I) The CONTRACTOR shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the CITY caused by the errors, omissions, negligence, or delay(s) of the CONTRACTOR or by any sub-consultant(s) and/or subcontractors(s) engaged by the CONTRACTOR in providing, performing and furnishing services, work and materials pursuant to this Agreement.

(2) The CONTRACTOR shall be liable and agrees to be liable for and shall indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the CONTRACTOR'S errors, omissions, negligence, or delay(s), or those of any and all sub-consultants and/or subcontractors engaged by the CONTRACTOR during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Amendments thereto.

(3) Nothwithstanding anything to the contrary herein, the limits of the City's liability shall be those set forth in F.S. 768.28.

5.05 NOT TO DIVULGE CERTAIN INFORMATION

During the term of this Agreement and forever thereafter, the CONTRACTOR agrees not to divulge, furnish or make available, to any third party, without the express written permission of

the CITY, any non-public information, where such information has not been properly subpoenaed, concerning the services rendered by the CONTRACTOR.

ARTICLE 6.00 - OBLIGATIONS OF THE CITY

6.01 AVAILABILITY OF CITY INFORMATION

At the CONTRACTOR'S request to the PROJECT MANAGER, the CITY agrees to make available all pertinent information, known by the CITY to be available, so as to assist the CONTRACTOR in providing and performing the professional services required herein. Such information may include, but not be limited to, customer billing information, consumption records, other related data. The CONTRACTOR shall be entitled to reasonably rely on the accuracy and completeness of such information.

6.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The CITY agrees that the PROJECT MANAGER shall be available within a reasonable period of time, with reasonable prior notice, given by the CONTRACTOR, to meet and/or consult with the CONTRACTOR on matters pertaining to the professional services to be provided hereunder. The CITY further agrees that the PROJECT MANAGER shall respond, within a reasonable period of time, to written requests submitted by the CONTRACTOR.

ARTICLE 7.00 - COMPENSATION AND METHOD OF PAYMENT

7.01 COMPENSATION AND METHOD OF PAYMENT

For the professional services performed by the CONTRACTOR, pursuant to this agreement, the CITY hereby agrees to pay the CONTRACTOR in accordance with the provisions set forth by the State of Florida's Prompt Payment Act (Florida Statutes Section 218.70) and the schedule and provisions as set forth in **Exhibit A.**

7.02 PAYMENT WHEN SERVICES ARE TERMINATED

(I) In the event of termination of this Agreement by the CITY and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for: (I) all services performed prior to the effective date of termination; and (2) shall pay the costs of such as set forth in Section 7.01 of this agreement.

(2) In the event of termination of this Agreement, due to the fault of the CONTRACTOR or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for: (I) all services completed prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY; and (2) shall pay the costs of such as set forth in Section 7.01 of this agreement. Any such payments shall be subject to a set-off, for any damages incurred by the CITY, resulting from delays occasioned by the termination.

7.03 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the CITY suspends the professional services required to be performed, by the CONTRACTOR, pursuant to this Agreement, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of suspension and shall pay the costs thereto as set forth in Section 7.01 of this agreement.

7.04 NON-ENTITLEMENT TO ANTICIPATED FEES

In the event the professional services to be performed under this Agreement are terminated, eliminated, canceled, or decreased due to: (I) termination; (2) suspension, in whole or in part; or (3) modification by the subsequent issuance of an Amendment, the CONTRACTOR shall not be entitled to receive compensation for anticipated professional fees, profit, general and or administrative overhead expenses, or for any other anticipated income or expenses.

ARTICLE 8.00 - TIME AND SCHEDULE OF PERFORMANCE

8.01 TIMELY ACCOMPLISHMENT OF SERVICES

The timely and expeditious completion, by the CONTRACTOR, of all professional services provided under this Agreement, or any Amendments hereto is expected. The CONTRACTOR agrees to employ an adequate number of personnel throughout the period of this Agreement, and any extension hereof, so that all professional services to be provided, pursuant to this Agreement, or any Amendments hereto will be provided, performed and completed in a timely and expeditious manner.

Should the CONTRACTOR not be able to complete the services for a project in accordance with the Scope of Services and Schedule agreed to pursuant to **Exhibit A,** the CONTRACTOR shall provide the PROJECT MANAGER a revised schedule and narrative indicating the reasons for the delay within a reasonable period of time prior to the expiration date of the original schedule. The PROJECT MANAGER shall review this information and either approve the revised schedule as submitted or provide a written response indicating the deficiencies in the schedule. Once the revised schedule has been approved by the PROJECT MANAGER, it shall then become the schedule for the project. **Requests for changes that are denied by the PROJECT MANAGER shall be further reviewed and may serve as a condition for TERMINATION of the contract for failure to perform.**

A written Notice to Proceed (NTP) will be issued by the PROJECT MANAGER, following the execution of the Contract and agreement for Project Staffing, along with the receipt of the insurance certificates and related documentation required herein. The CONTRACTOR shall only be authorized to commence work after issuance of the NTP. Thereafter, the CONTRACTOR shall commence work promptly and shall carry on all such services as may be required hereunder in a continuous, diligent and forthright manner.

8.03 FAILURE TO PERFORM IN A TIMELY MANNER

Should the CONTRACTOR fail to commence, provide, and/or perform any of the professional services required, pursuant to this Agreement, in a timely, continuous, diligent, professional and expeditious manner, the CITY **shall** consider such failure as justifiable cause to terminate this Agreement. Failure to provide adequate staffing to complete projects in a timely manner shall also be considered grounds for contract termination, and the City can choose to pursue a contract with the second ranked vendor at that point.

ARTICLE 9.00 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further agrees that no person having any such conflict of interest shall be employed or engaged by the CONTRACTOR for performance hereunder.

If the CONTRACTOR, for itself and on behalf of its sub-CONTRACTORs, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONTRACTOR shall promptly bring such potential conflict of interest to the CITY'S attention in writing. The CITY will make a determination in a timely manner. Upon determination that there is a conflict of interest, the CITY will submit written notice of same to the CONTRACTOR and the CONTRACTOR shall decline the new representation. If the CITY determines that there is not any such conflict, then the CITY shall give its written consent to such representation. If CONTRACTOR accepts such a representation without obtaining the CITY'S prior written consent, and if the CITY subsequently determines that there is a conflict of interest, the CONTRACTOR agrees to promptly terminate such new representation. CONTRACTOR shall require

each sub-CONTRACTOR to comply with the provisions of this Section. Should the CONTRACTOR fail to advise or notify the CITY, as provided herein above, of representation, which may, or does, result in a conflict of interest, or should the CONTRACTOR fail to discontinue such representation where a conflict is determined to exist, the CITY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 10.00 - ASSIGNMENT/TRANSFER

Any assignments or transfer of rights, benefits or obligations hereunder shall only be allowed if approved as an amendment to this contract.

ARTICLE 11.00 - APPLICABLE LAW/VENUE

This Agreement shall be governed by the ordinances of the CITY of Green Cove Springs, the laws, rules, and regulations of the State of Florida, procedural and substantive, and applicable federal statutes, rules and regulations. The venue for any and all litigation, arising under this Agreement, shall lie in Clay County, Florida. Each party agrees to "WAIVER" their right by jury trial on all issues arising hereunder.

ARTICLE 12.00 - WAIVER OF BREACH

Waiver by the CITY, of a breach of any provision of this Agreement, by the CONTRACTOR, shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - INSURANCE COVERAGES

13.01 GENERAL REQUIREMENTS

The CONTRACTOR shall purchase and maintain such insurance meeting the requirements of the CITY of Green Cove Springs and as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR or (2) by any other person; and

Claims for damages because of injury to or destruction to tangible property, including loss of use resulting there from.

Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage's afforded under the policies will not be cancelled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle

coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Upon award, the bidder shall provide a certificate of insurance providing at least thirty (30) calendar days guaranteed written notice of cancellation and the CITY listed as an additionally insured with the following minimums:

Workmen's Comprehensive: meeting State Statutes
Product Liability: $ 100,000 single/$ 500,000 aggregate
General Liability: $ 100,000 single/$ 500,000 aggregate
Commercial General Liability: $ 2,000,000 combined single limit
Automobile Liability: $ 2,000,000 combined single limit
Owned
Hired
Non-owned
Current Form/Comprehensive Form
Premises Operations
Explosion and Collapse Hazard
Underground Hazard
Products/Completed Operations Hazard
Contractual Insurance
Broad Form Property Damage
Independent CONTRACTORs

Professional Liability when required: $1,000,000

The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENT to fully complete the PROJECT.

The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provision, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarity to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

The CONTRACTOR shall secure, of applicable, "All Risk" type Builder's Risk

Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious, mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

The Owner shall be specifically included as an additional insured. This does not pertain to workers compensation.

All certificates of insurance must be on file with, and approved by, the Owner before the commencement of any work activities.

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONTRACTOR

The duties and obligations imposed on the CONTRACTOR, and the rights and remedies available hereunder shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

ARTICLE 15.00 - REPRESENTATION OF THE CITY

The CONTRACTOR, in performing the professional services required pursuant to this Agreement, or any Amendments hereto, shall only represent the CITY in the manner, and to the extent, as specifically set forth in this Agreement or any Amendments hereto.

The CITY will neither assume nor accept any obligation, commitment, responsibility or liability, which may result from a representation by the CONTRACTOR, which is not specifically provided for and or authorized by this agreement or any Amendments hereto.

ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS

All documents, including but not limited to, drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and any other records or data, specifically prepared and/or developed by the CONTRACTOR, pursuant to this agreement, shall be the property of the CONTRACTOR until the CONTRACTOR has been paid for performing such services as required to produce such documents. The CONTRACTOR shall submit reports and other documents, to the extent directed by the CITY, in the format as specified in **Exhibit A.** Upon natural expiration or termination of this Agreement, of the above documents shall be promptly delivered to and become the properties of the CITY.

The CONTRACTOR, at its expense, may retain copies of all documents, generated pursuant to this Agreement, and subsequently delivered to the CITY, for reference and internal use. The CONTRACTOR shall not use any documents, data and/or information, generated here from, on any other project or for any other client without the express written permission of the CITY.

ARTICLE 17.00 - MAINTENANCE OF RECORDS

The CONTRACTOR shall maintain adequate records and supporting documentation, applicable to all services, work, information, expenses, costs, invoices and materials, provided and performed, pursuant to the requirements of this Agreement. Said records and documentation shall be retained by the CONTRACTOR for a minimum of five (5) years from the date of natural expiration or termination of this Agreement.

The CITY and its authorized agents shall, after providing reasonable notice, have the right to audit, inspect and copy all such records and documentation, as often as the CITY deems necessary during the term of this Agreement, and during the five (5), year period thereafter, as required above, provided that such activity is conducted during normal business hours and at the expense of the CITY.

ARTICLE 18.00 – PUBLIC RECORDS REQUIREMENTS

Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:

1. Keep and maintain public records required by the public agency (City/Organization) to perform the service.
2. Upon request from the public agency's custodian of public records (City Clerk), provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

   If the Contractor has questions regarding the application of Chapter 119 Florida Statues, for their duties to provide public records relating to this contract then contact the City's custodian of Public Records City Clerk Julia Clevinger at (904) 297-7500 X 3307, or e-mail jclevinger@greencovesprings.com, 321 Walnut St. Green Cove Spring FL 32043.

The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the CITY a copy of the CONTRACTOR's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by the CITY.

THIS ARTICLE WILL BE DEEMED TO APPLY TO ALL SERVICE CONTRACTS UNLESS THE CONTRACTOR CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF THE CITY UNDER FLORIDA LAW.

ARTICLE 19.00 - HEADINGS

The HEADINGS of any Articles, Sections, and/or Attachments, to this Agreement, are for convenience only and shall not be deemed to expand, limit or change any of the provisions contained herein.

ARTICLE 20.00 - RESERVED

ARTICLE 21.00 - NOTICE AND ADDRESS OF RECORD

21.01 NOTICE BY CONTRACTOR TO CITY

All notice to the CITY, pursuant to this Agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following, CITY, address of record:

The City of Green Cove Springs
City Hall - Finance Department – Bid No. 01-16-03
321 Walnut Street

Green Cove Springs, Florida 32043

21.02 NOTICES BY CITY TO CONTRACTOR

All notices to be given to the CONTRACTOR, pursuant to this agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following, CONTRACTOR'S address of record:

Davey Tree Expert Company
1500 N. Mantua St., PO Box 5193
Kent OH 44240-5193

21.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in Article 21.01, above.

ARTICLE 22.00 - TERMINATION

22.01 GENERAL PROVISIONS

This Agreement may be terminated by the CITY or the CONTRACTOR, with or without cause by giving thirty (30) days written notice to the other party as required in Article 21.00 above.

22.02 TERMINATION DUE TO BANKRUPTCY OR INSOLVENCY

If the CONTRACTOR is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of its property or if it files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or other similar laws the CITY may, without prejudice to any other right or remedy, and after giving the CONTRACTOR written notice, terminate this Agreement.

22.03 CONTRACTOR TO DELIVER MATERIAL

Upon termination for any reason, the CONTRACTOR shall promptly deliver to the CITY all documents, papers, drawings, models, or any other materials, which the CITY has exclusive rights, by virtue of this Agreement or any other services performed by the CONTRACTOR on behalf of the CITY.

ARTICLE 23.00 - AMENDMENTS

The covenants, terms, and provisions contained herein may be amended, altered and/or modified upon express written consent of the parties hereto. In the event of conflicts between the covenants, terms, and/or provisions hereof, and any amendment(s) hereto, the latest executed Amendment(s) shall take precedent.

ARTICLE 24.00 ADMINISTRATIVE PROVISIONS

In the event the CITY issues a purchase order, memorandum, letter, or other instruments addressing the professional services, to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the CITY'S internal control purposes only, and any and all terms, provisions, and conditions contained therein, shall in no way modify the covenants, terms and provisions of this Agreement, or any amendments hereto, and shall have no force or effect hereon.

ARTICLE 25.00 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated hereafter.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 18th day of September, **2018**.

CITY OF GREEN COVE SPRINGS, FLORIDA

By: _____
Constance W. Butler, MAYOR

ATTEST: _____
Kimberly Thomas, "INTERIM" CITY CLERK

CITY OF GREEN COVE SPRINGS, FLORIDA

By: _____
Danielle J. Judd, CITY MANAGER

Approved as to form only:

_____
L.J. Arnold III, CITY ATTORNEY

CONTRACTOR – DAVEY TREE EXPERT COMPANY, and Ohio Corporation

By: _____
Gregory M. Ina, EXECUTIVE VICE PRESIDENT

_____
Witness as to CONTRACTOR

EXHIBIT A – SCOPE OF SERVICES
Tree Trimming for Electrical Distribution/Service Lines

1. Scope of Services

SPECIFICATIONS & PERFORMANCE STANDARDS

The CONTRACTOR shall provide qualified personnel under the Contract at all times, who are trained to remove and trim trees; this may include trees located near electrical lines.

WORK WEEK
The normal work week shall be 40 hours from 7:00a.m. to 5:30p.m., Monday through Thursday. Work will not be done after 5:30p.m., on CITY observed holidays, or on weekends without written direction from the Field Supervisor (CITY's Designee). The CITY will assign all work locations by phone or meeting. The CONTRACTOR shall report to the Field Supervisor at the start of each working day to discuss progress and to be advised of any changes in the work assignment.

NATURAL DISASTERS/STORMS
In the event of a natural disaster/storm, the CONTRACTOR agrees to do work as required by the Owner. All equipment and personnel of the CONTRACTOR ordinarily used to provide tree trimming and removal services shall be available to the Owner in the event of a natural disaster/storm.

SUBCONTRACTING
There shall be no subcontracting by the CONTRACTOR. Any contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or transferred to any other CONTRACTOR without prior written approval by the CITY Council otherwise it will be justification to cancel the contract.

PERMITS
The CONTRACTOR shall obtain and be responsible for securing all necessary permits, consent or permission of the proper public authorities and/or property owners or their authorized agents before trimming and removing any trees or brush, or performing any other work, unless consent has been obtained by the owner and furnished to the CONTRACTOR in writing. Tree removal permits will be obtained as required under the CITY Code.

INSPECTION
The CITY shall make any and all inspections to assure conformance with the conditions of the Contract. If, upon inspection, nonconformance is found, the CONTRACTOR shall promptly make all corrections needed to conform.

COMPLIANCE WITH LAWS
CONTRACTOR shall comply with all applicable federal, state and local laws and codes regarding working conditions, hours of employment, overtime regulations, methods and rates of pay and any other regulations regarding employer-employee relationships.

CONTRACTORs shall provide, at CONTRACTOR's expense, all tools of the trade and equipment necessary to perform the work to the CITY of Green Cove Springs specifications.

TREE CARE SERVICES
The CONTRACTOR shall employ only such workers as are skilled in the tasks to which they are

assigned. The CONTRACTOR needs to be, or have a staff member that is, Certified Arborist that is in good standing with the ISA. The CITY of Green Cove Springs reserves the right to require the CONTRACTOR to remove and/or not to assign any employee the Owner deems incompetent, careless, insubordinate, or otherwise objectionable to working on the CITY of Green Cove Springs jobs.

Vehicles and equipment used to perform tree care services (e.g., aerial lift, wood chipper, support vehicles) will, to the extent feasible, be positioned on paved or gravel surfaces. When it is necessary to operate vehicles or equipment on turf or on tree root zones the CONTRACTOR shall use ground protection equipment to protect soil from compaction and turf damage.

The Owner may require that work performed under this Contract be conducted by a trained climber without the use of an aerial lift.

When arbor culturally appropriate, the CONTRACTOR will use disinfectant on tree cutting equipment to prevent the spread of pathogens. When arbor culturally appropriate, tree wound paint (specially formulated for this application) will be used to protect trees from the spread of pathogens.

CONTRACTOR will schedule and perform requested tree service work within a time period specified by the Owner. The Owner will prioritize tree service requests so as to provide a reasonable scheduling window for the CONTRACTOR.

Where requested, the CONTRACTOR shall install tree support systems (cables and braces) to reduce the possibility of tree failure. Installation methods and materials shall reflect the most current arboricultural practices.

LINE CLEARANCE AND TREE REMOVAL

Owner will provide traffic control if needed. The Owner will remove power lines if needed.

On all trimming, careful consideration shall be given to maintaining good appearance and preserving the physical condition of the tree. All limbs shall be cut flush with the tree or another limb unless otherwise requested. Properly flush all cuts, allowing for proper growth over cuts. Cuts shall be smooth to allow for callus tissue to form and to retard decay. Trees being removed shall be cut as low as possible.

WASTE REMOVAL

All wood waste and/or non-hazardous debris produced under this contract shall be removed from the job site by the CONTRACTOR the same day it is produced unless specific alternative arrangements are made with the Owner. The CONTRACTOR shall collect and remove all waste twigs, sawdust and leaves that have been produced as a result of a tree service activity. The CONTRACTOR shall not leave debris in the Owner's dumpsters or in any non-CONTRACTOR owned dumpster. The CONTRACTOR shall not incinerate debris, and/or dump waste by/in the street or road.

Stump grinding will be performed by the CONTRACTOR. All debris material shall be disposed of in accordance with all Federal, State, and local environmental rules and regulations. CONTRACTOR shall provide evidence of where all debris material was taken and disposed of.

EXHIBIT A – SCOPE OF SERVICES
Tree Trimming for Electrical Distribution/Service Lines

All dumping/disposal charges shall be at the CONTRACTOR's expense. A completed Verification of Disposal form must be submitted with invoice to receive payment.

SITE RESTORATION
Inspections of work areas will be done by the CITY after work completion to assure conformance with the conditions of the Contract. CONTRACTOR shall be responsible for and will be notified by the CITY of all damage to turf and soil depressions and damage to surrounding trees, shrubs and grassy areas.

Damage to turf or soil depressions caused by improper operation of vehicles will be repaired by the CONTRACTOR at no additional cost to the CITY.

RESPONSIBILTY FOR DAMAGE
The CONTRACTOR shall save and hold harmless the CITY against all liability from damage to property or injury or death of any persons arising from or in any way connected with the work being performed.

The CONTRACTOR shall reimburse the CITY for any costs the CITY may experience in defending any litigation involving the CONTRACTOR.

In the event of any liability arising from the joint negligence of the CITY and the CONTRACTOR each shall be liable to the other and for any damages to third party in proportion to its legally determined relative degree of fault. The CITY's total liability, however, shall not exceed, under circumstances, the limits of liability as set forth in Florida Statutes limiting municipalities' tort liability.

RESPONSIBILITIES OF THE CONTRACTOR
The CONTRACTOR shall obtain permission of any property owner before entering such owner's premises to trim around or remove trees.

The CONTRACTOR shall provide supervision to insure high quality workmanship and continuous productivity.

The CONTRACTOR shall check all damage claims resulting from his operations and will be responsible for the damaged property.

The CONTRACTOR must let the Project Manager, or his designee know when he is working. All work areas shall be properly cleaned before leaving.

The CONTRACTOR shall have a local telephone or answering service to answer complaints and for contact if needed from Public Works Division. The number shall be made available before commencing work.

The CONTRACTOR shall report immediately all claims to the Project Manager or his designee.

SAFETY
All safety precautions by state or federal law for personnel and the public shall be observed. The CONTRACTOR shall use approved safety methods in all work performances to protect

EXHIBIT A – SCOPE OF SERVICES
Tree Trimming for Electrical Distribution/Service Lines

employees and other persons. All D.O.T. work area protection rules and regulations shall be observed.

2. Pricing

Item	**Cost per Hour**		**OT Adder**
	With Chipped Debris Disposal	**Without Chipped Debris Disposal**	
2- man crew with all necessary equipment	74.40	69.40	35%
3-man crew with all necessary equipment	89.43	84.43	35%
4-man crew with all necessary equipment	105.15	100.15	35%
Back Yard Bucket Other:	23.80	18.80	35%

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** September 21, 2021

FROM: Michael Daniels, AICP, Planning & Zoning Director

SUBJECT: Potential Development Moratorium Discussion

BACKGROUND

Pursuant to the discussion at the Joint Planning Commission / City Council Meeting on Thursday, August 26th, Council and Planning Commissioners expressed concerns regarding existing uses that are currently allowed predominantly in the Central Business District. As a result, staff was directed to research temporary development moratoriums for discussion purposes. Staff has provided examples of development moratoriums from the City of Edgewood and Hillsborough County for Council review. In addition, staff has provided a spreadsheet with permitted uses and special exceptions in the Central Business District and Gateway Corridor District that could be considered as part of a moratorium. Staff has also provided the current allowed use chart within the Central Business District and Gateway Corridor Districts identifying permitted uses and special exceptions that could be considered for temporary prohibition while the city is in the process of updating the Comprehensive Plan and Downtown Master Plan.

FISCAL IMPACT

Potential for a temporary loss of development fees and ad valorem revenue.

RECOMMENDATION

This item is for discussion purposes only. Staff is requesting further direction on this issue.

ORDINANCE NO. 2017-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF EDGEWOOD ON ACCEPTANCE, REVIEW, PROCESSING, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT, BUILDING PERMITS, SITE PLANS, ZONING APPROVALS, SPECIAL EXCEPTIONS, AND DEVELOPMENT ORDERS THAT WOULD ALLOW NEW DEVELOPMENT OR CHANGE OF EXISTING USES TO ANY OF THE FOLLOWING USES ON PROPERTIES WHICH ARE BOTH LOCATED WITHIN THE C-1, C-2 OR C-3 ZONING DISTRICTS AND ADJACENT TO ORANGE AVENUE, HOFFNER AVENUE, GATLIN AVENUE, HANSEL AVENUE, OR HOLDEN AVENUE: PUBLISHING PLANTS, SKATING RINKS, FROZEN FOOD LOCKERS, AMUSEMENT AND RECREATIONAL FACILITIES IN WHICH THE AMUSEMENT AND RECREATIONAL ACTIVITIES DO NOT OCUR WITHIN A FULLY ENCLOSED STRUCTURE (INCLUDING MINIATURE GOLF COURSES, GO-CART TRACKS, GOLF DRIVING RANGES, BASEBALL BATTING RANGES AND TRAMPOLINE CENTERS), MECHANICAL GARAGES, HEATING AND AIR CONDITIONING SALES AND SERVICE, WHOLESALE BAKERIES, SOFT DRINK BOTTLING, PRODUCTS TESTING (MATERIALS, EQUIPMENT, OR PRODUCTS), MACHINE SHOPS, MANUFACTURING, STORAGE AND WHOLESALE DISTRIBUTION WAREHOUSES, TRADE SHOPS (EXCEPT FOR CABINET MAKERS AND UPHOLSTERING), TIN SMITHS, RUG AND CARPET CLEANING, MATTRESS RENOVATIONS, ELECTRICAL SHOPS, ROOFING SHOPS, PLUMBING SHOPS, CAR WASHES, CONFECTIONARY MANUFACTURE, FURNITURE STRIPPING, GARMENT MANUFACTURING, VEHICULAR BODY AND PAINTING SHOPS, BUS REPAIR, CAB REPAIR, LIGHT TRUCK REPAIR, MEAT PROCESSING (INCLUDING STORAGE, CUTTING, AND DISTRIBUTION), WHOLESALE PRODUCTS DISTRIBUTION, WHOLESALE COMMERCIAL ESTABLISHMENTS THAT OCCUPY MORE THAN 50,000 SQUARE FEET, MACHINERY SALES, MACHINERY RENTAL, MACHINERY STORAGE, OUTDOOR STORAGE OF MERCHANDISE, OUTDOOR STORAGE OF PARTS OR OTHER EQUIPMENT, BUILDING MATERIAL STORAGE, CONTRACTORS' STORAGE AND EQUIPMENT YARDS (INCLUDING WELL DRILLING EQUIPMENT AND LAND CLEARING EQUIPMENT), MINI WAREHOUSES, MILK BOTTLING AND DISTRIBUTION PLANTS, ICE CREAM MANUFACTURING, CITRUS PROCESSING, WELDING SHOPS, COIN LAUNDRIES, THRIFT STORES, OPEN AIR FLEA MARKETS, AUCTIONS, RADIO BROADCASTING AND TELECASTING STATIONS STUDIOS AND OFFICES, NEW OR USED CAR OR BOAT SALES, ADOPTING FINDINGS OF FACT; DIRECTING STAFF TO

STUDY AND DEVELOP LAND DEVELOPMENT CODE PROVISIONS AND OTHER RECOMMENDATIONS RELATED TO THE C-2 AND C-3 ZONING DISTRICTS; PROVIDING FOR EXPIRATION AND EXTENSION OF THE MORATORIUM; PROVIDING STANDARDS FOR RELIEF FROM THE APPLICATION OF THE MORATORIUM; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Art. VIII of the State Constitution, and Section 166.021, Florida Statutes, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City is engaged in the process of examining the future development and redevelopment of the Orange Avenue corridor; and

WHEREAS, the C-1, C-2 and C-3 zoning districts may contain certain permitted and special exception uses that are not consistent with the City and community's vision for future development and redevelopment along the Orange Avenue corridor; and

WHEREAS, the C-1, C-2 and C-3 zoning districts contain several permitted and special exception uses that are more industrial in character than the commercial intent of the existing zoning districts; and

WHEREAS, the City may consider adopting a new zoning district tailored to the Orange Avenue Corridor and the City and community's vision for future development and redevelopment; and

WHEREAS, the City Council finds and determines that during the period in which the City examines the most appropriate uses and considers further action related to the Orange Avenue corridor, it is appropriate and necessary to enact a temporary moratorium to ensure that no additional properties be converted to uses or activities that may be inconsistent with future zoning activities; and

WHEREAS, This Ordinance is adopted in good faith, is not discriminatory against any property owner along the Orange Avenue Corridor, is of limited duration, and is appropriate to the development of the amendments of the City's Zoning Code; and

WHEREAS, the City Council finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Edgewood.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF EDGEWOOD, FLORIDA:

SECTION 1. RECITALS. The foregoing recitals are hereby ratified and fully incorporated herein by reference as legislative findings of the City Council of the City of Edgewood.

SECTION 2. TEMPORARY MORATORIUM. Beginning on the effective date of this ordinance and continuing for a period of 180 days a moratorium is hereby imposed upon the accepting, review, processing or approval of applications for development activities, including building permits, site plans, zoning approvals, special exceptions and development orders that would allow new development or change of uses to any of the uses described below. This moratorium shall only be applicable to properties that are both located within the C-1, C-2 or C-3 zoning district and located adjacent to Orange Avenue, Hoffner Avenue, Gatlin Avenue, Hansel Avenue or Holden Avenue. The uses to which this moratorium shall apply are as follows:

publishing plants;
skating rinks;
frozen food lockers;
amusement and recreational facilities such as, but not limited to, miniature golf courses, go cart tracks, golf driving ranges, baseball batting ranges and trampoline centers, where such amusement and recreational activities do not occur within a fully enclosed building;
mechanical garages
heating and air conditioning sales and service facilities;
wholesale bakeries;
soft drink bottling;
testing of materials, equipment, and products;
machine shops;
manufacture of scientific, electrical, optical and precision instruments or equipment;
manufacture of novelties and souvenirs;
storage and wholesale distribution warehouses;
trade shops (other than cabinet makers and upholsterers), tinsmiths, rug and carpet cleaning facilities, mattress renovation facilities, and electrical, roofing, plumbing, or welding shops;
car washes;
confectionary manufacturing facilities;
furniture stripping;
garment manufacturing;
milk bottling and distribution plants;
ice cream manufacturing facilities;
citrus processing facilities;
welding shops;
miniwarehouses;
open-air flea markets;
auctions;
radio broadcasting and telecasting stations, studios, and offices;
bus, cab, and light truck repair;
meat storage, cutting, and distribution facilities;
wholesale products distribution;
wholesale commercial establishments occupying more than 50,000 square feet;
machinery sales, rental, and storage lots;
outdoor storage of merchandise, parts or other equipment except as allowed by City of

Edgewood Code of Ordinances, Section 134-376 (11) or Section 134-406(12);

building material storage and sales lots;

contractors' storage and equipment yards, including well drilling equipment and land clearing equipment;

coin laundries;

thrift stores selling donated merchandise;

SECTION 3. APPLICABILITY AND EXCEPTION RELATED TO EXISTING USES. Nothing herein shall be interpreted to cause a suspension or termination of a use identified in Section 2 which is lawfully existing as of the effective date of this Ordinance. Building permits shall be processed for properties upon which a use identified in Section 2 exists as of the date of this Ordinance for any work which does not increase the space utilized upon said property for a use identified in Section 2. Additionally, any property upon which a use identified in Section 2 lawfully exists as of the effective date of this Ordinance shall be allowed to change such use to any other use identified in Section 2 which is permitted by the current zoning for said property provided that such change of use does not increase the space utilized upon said property for a use identified in Section 2 or require special exception approvals.

SECTION 4. EXPIRATION OF THE TEMPORARY MORATORIUM. The temporary moratorium imposed by Section 2 of this Ordinance shall expire 180 days from the effective date of this ordinance, upon the effective date of an ordinance applying a new zoning district to properties subject to this moratorium, or upon the majority vote of the City Council, whichever occurs earliest. If the City requires additional time to complete the enactment of amending zoning regulations applicable to the property subject to this moratorium, the City Council may consider extending the moratorium through a subsequent ordinance providing the justification for the extension.

SECTION 5. RECOMMENDATIONS FOR LAND DEVELOPMENT CODE. City Staff is hereby directed to continue to examine the current land use regulations and make recommendations to the City Council and Planning and Zoning Commission related to updating the land use regulations applicable to properties located along the Orange Avenue Corridor and to make recommendations for any amendments to the land use regulations applicable to said properties within a reasonable time before the expiration of this moratorium.

SECTION 6. ADMINISTRATIVE RELIEF PROCEDURE.

(a) The City Council may authorize exceptions to the moratorium imposed by this Ordinance when it finds, based upon substantial competent evidence presented to it, that deferral of action on an application for permit, development order, or other official action of the City for the duration of the moratorium would impose an extraordinary hardship on a landowner or petitioner.

(b) A request for an exception based upon extraordinary hardship shall be filed with the City Clerk, including a non-refundable fee of $350.00 by the owner/petitioner, or the petitioner with the consent of the owner/petitioner, to cover processing and advertising costs, and

shall include a recitation of the specific facts that are alleged to support the claim of extraordinary hardship.

(c) A public hearing on any request for an exception for extraordinary hardship shall be held by the City Council at the first regular meeting of the City Council that occurs after the expiration of the period for publication of notice of the request for an exception.

(d) Notice of filing of a request for an exception, and the date, time, and place of the hearing thereon shall be published once at least 7 days prior to the hearing in a newspaper of general circulation within the city limits of the City of Edgewood, Florida.

(e) In reviewing an application for an exception based upon a claim of extraordinary hardship, the City Council shall consider, at a minimum, the following criteria:

(1) The extent to which the applicant has, prior to the effective date of this Ordinance, received a permit or approval to conduct a use subject to this moratorium.

(2) The extent to which the applicant has, prior to the effective date of this Ordinance, made a substantial expenditure of money or resources in reliance upon a permits or approvals of the City of Edgewood directly associated with a use subject to this moratorium.

(3) Whether the moratorium will expose the applicant to substantial monetary liability to third persons; or would leave the applicant completely unable, after a thorough review of alternative solutions, to earn a reasonable investment backed expectation on the real property that is affected by this Ordinance.

(f) At a minimum, the City Council shall consider the following non-exclusive factors under the criteria set forth in subsection (e) above:

(1) The history of the property;

(2) The history of the commercial, business or any use on the property; and

(3) The location of the property.

(g) At the conclusion of the Public Hearing and after reviewing the evidence and testimony placed before it, the City Council shall act upon the request either to approve, deny, or approve in part and deny in part the request made by the applicant.

SECTION 7. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such

unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SECTION 8. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED ON FIRST READING THIS **18th** DAY OF **JULY, 2017**.

PASSED AND ADOPTED THIS **15th** DAY OF **AUGUST, 2017**.

CITY OF EDGEWOOD, FLORIDA
CITY COUNCIL

John Dowless, Council President
ATTEST:

Bea Meeks, City Clerk

Orlando Sentinel Display Ad: July 6, 2017 and August 10, 2017

Hillsborough County Florida

Agenda Item Cover Sheet

Agenda Item No. D-1

Meeting Date 12/4/2019

☐ Consent Section ☐ Regular Section ☒ Public Hearing

Subject:	Final public hearing to approve an Ordinance providing for a 270 day moratorium on the acceptance and processing of new applications for rezonings and Planned Development zoning modifications within a portion of the Residential Planned-2 ("RP-2") Future Land Use Category
Department Name:	County Attorney's Office
Contact Person:	Johanna Lundgren
Contact Phone:	272-5670

Sign-Off Approvals

		Susan Fernandez	11/14/2019
		Managing County Attorney	Date
Christine Beck	11/15/2019		
County Attorney	Date	Joint Department Director	Date
Kevin Brickey	11/15/2019	Johanna Lundgren	11/14/2019
Management and Budget – Approved as to Financial Impact Accuracy	Date	Assistant County Attorney	Date

Staff's Recommended Board Motion:
Hold a final public hearing and consider adoption of an Ordinance providing for a 270 day moratorium on the acceptance and processing of new applications for rezonings and Planned Development zoning modifications within a portion of the Residential Planned-2 ("RP-2") Future Land Use Category that would increase the number of allowable residential units or non-residential square footage and/or reduce required buffers, unless the reduction is to provide for connectivity to adjacent property or rights-of-way.

Financial Impact Statement:
This action does not increase or decrease any County Department budgets in any year.

Background:
On September 10, 2019, the Board of County Commissioners directed the study and preparation of amendments to the Residential Planned-2 ("RP-2") Future Land Use Category and Part 5.04.00 of the Land Development Code. On October 2, 2019, the Board directed the advertisement and scheduling of public hearings for the adoption of an ordinance providing for a 270 day moratorium on the acceptance and processing of new applications for rezonings and Planned Development zoning modifications within the Residential Planned-2 ("RP-2") Future Land Use Category that would increase the number of allowable residential units or non-residential square footage and/or reduce required buffers, unless the reduction is to provide for connectivity to adjacent property or rights-of-way.

During the November 4, 2019 public hearing on the proposed moratorium, the Board of County Commissioners voted to reduce the effective area of the moratorium to those portions of the Residential Planned-2 ("RP-2") Future Land Use Category that are located within the Balm and Sun City Center Community Plan areas.

12/4/2019
JML
FINAL

ORDINANCE NO. 19-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, DECLARING ZONING IN PROGRESS AND IMPOSING A MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF NEW APPLICATIONS FOR REZONINGS AND PLANNED DEVELOPMENT ZONING MODIFICATIONS WITHIN PORTIONS OF THE RESIDENTIAL PLANNED-2 ("RP-2") FUTURE LAND USE DESIGNATION OF THE FUTURE OF HILLSBOROUGH COMPREHENSIVE PLAN, FOR A PERIOD OF 270 DAYS FOLLOWING THE EFFECTIVE DATE OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article 8 of the Florida Constitution and Section 125.66, Florida Statutes, Hillsborough County possesses the police power to enact ordinances in order to protect the health, safety, and welfare of the County's citizens; and

WHEREAS, the Hillsborough County Board of County Commissioners determines that it is in the best interest of its residents, businesses and visitors to enact sufficient zoning regulations to ensure their health, safety and welfare; and

WHEREAS, on September 10, 2019, the Hillsborough County Board of County Commissioners directed the Planning Commission and Development Services Department staff to begin the study and preparation of amendments to the Residential Planned-2 ("RP-2") category of the Future Land Use Element of the Future of Hillsborough Comprehensive Plan and implementing regulations in the Land Development Code; and

WHEREAS, the Board of County Commissioners desires to preserve the status quo during this period by enactment of a temporary moratorium on the acceptance and processing of new applications for rezonings and Planned Development zoning modifications within those portions

WHEREAS, in accordance with Section 125.66 (4), Florida Statutes, the Board of County Commissioners has conducted two (2) duly noticed public hearings regarding the adoption of this ordinance; and

WHEREAS, the adoption of this ordinance will further the health, safety and welfare of the citizens of Hillsborough County.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA:

SECTION 1: Recitals. The aforementioned recitations contained herein are true and correct, but are not required to be incorporated into the Hillsborough County Code of Ordinances.

SECTION 2: Purpose. The purpose of this ordinance is to preserve the status quo and enable sufficient time to review, study, hold public hearings, and prepare and adopt an amendment or amendments to the Future Land Use Element of the Future of Hillsborough Comprehensive Plan and the Hillsborough County Land Development Code, including the Residential Planned ("RP-2") Future Land Use Category and Part 5.04.00 of the Land Development Code. During this 270 day time period, the County will not accept and process new applications for rezonings and Planned Development zoning modifications within the Residential Planned-2 ("RP-2") Future Land Use Category that are located within the Balm and Sun City Center Community Plan areas that would increase the number of allowable residential units or non-residential square footage and/or reduce required buffers, unless the reduction is to provide for connectivity to adjacent property or rights-of-way. It is not the purpose of this ordinance to permanently deny development orders and permits for other uses that are permitted by right and that otherwise comply with all applicable codes, ordinances, regulations and policies.

the County that an applicant for a permit has failed to disclose such intention, the County shall be authorized to enforce this ordinance by the methods set forth in Section 8.

SECTION 6: Process for Extension. The moratorium period established by this ordinance may be extended for up to an additional 270 days, upon approval by the Board of County Commissioners of the extension by ordinance following an advertised public hearing pursuant to Section 125.66(2)(a), Florida Statutes.

SECTION 7: Applicability. This ordinance shall be applicable in the unincorporated areas of Hillsborough County.

SECTION 8: Penalties. This moratorium may be enforced by the following methods of enforcement:

(A) Revocation or temporary suspension of necessary development permits, development orders and/or certificates of occupancy and/or licenses; or

(B) By an action for injunctive relief, civil penalties or both, through a court of competent jurisdiction; or

(C) By any other process permitted by law or equity.

SECTION 9: Severability. If any section, subsection, sentence, clause, phrase, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this ordinance invalid or unconstitutional.

SECTION 10: Filing of Ordinance and Effective Date. In accordance with the provisions of §125.66, Florida Statutes, governing ordinances, a certified copy of this ordinance shall be filed

Permitted Uses: Table P= Permitted Use; SE = Special Exception

Use Category	Use Type	CBD (Central Busines District	Gateway Corridor Commercial
	RESIDENTIAL USES		
Residential Operation Residential Type	Home Occupation[1]		P
	Mobile Home Park		
	Multifamily Dwelling		P[23]
	Single-family Dwelling, Detached	P	P
	Single-family Dwelling, Attached	P	P[2]
	Two-family dwelling		
	RETAIL USES		
General Retail	Antiques	P	P
	Appliance Sales and Rentals	P	P
	Art Supplies	P	P
	Automobile Parts		SE
	Bait and Tackle		
	Bakery	P	P
	Bicycle Sales and Service	P	P
	Billiards	P	P
	Book / Stationery Store	P	P
	Bowling Alley		
	Building Supplies and Materials		
	Cabinet Shops		
	Cameras and Photographic Supplies	P	P
	Carpet Outlets		
	Cermic Sales and Studios	P	P
	Cigar and Smoke Shops	P	P
	Clock Shops	P	P
	Clothing Shops	P	P
	Commercial Retial Packaging and Mail	P	P
	Convenience Stores (no gas pumps)	P	P
	Convenience Stores (with gas pumps)		SE
	Curio Shops	P	P
	Decorating Studio / Shop	P	P
	Delicatessen		
	Department Store	P	P

Permitted Uses: Table P= Permitted Use; SE = Special Exception

Use Category	Use Type	CBD (Central Busines District	Gateway Corridor Commercial
	Drapery Shops	P	P
	Drug Sales (including medial marijuana treatment center dispensing facilities)	P	P
	Electrical Shops		
	Florist	P	P
	Food Outlet Store		P
	Fruit and Vegetables Sales (retail, no packing)	P	
	Furniture Store	P	P
	Game Room	P	P
	Gift Shop	P	P
	Grocery Store	P	P
	Gun Sales and Repair	P	P
	Hardware Store	P	P
	Heating and Air Conditioning Sales and Service		
	Hobby and Craft	P	P
	Interior Decorating	P	P
	Janitorial Supplies		
	Jewelry Store	P	P
	Leather Goods and Luggage	P	P
	Locksmiths	P	P
	Meat Markets	P	
	Medical Supplies	P	P
	Mobile Home Sales and Service		
	Motorcycle Sales and Service		
	Music Store		
	Newsstands	P	P
	Nurseries		
	Office and/or Business Machines	P	P
	Office and/or Business Supplies	P	P
	Optical Shops	P	P
	Opticians	P	P
	Outdoor Sales	SE	
	Paint / Wallpaper	P	P
	Pawn Shops	P	P
	Pet Grooming	P	P
	Pet Shops		P
	Pool Supplies		
	Printing Shops	P	P

Permitted Uses: Table P= Permitted Use; SE = Special Exception

Use Category	Use Type	CBD (Central Busines District	Gateway Corridor Commercial
	Professional Offices	P	P
	Rentals	P[24]	
	Second Hand Retail		P
	Shoe Repair	P	P
	Shoe Store	P	P
	Shopping Center		
	Skating Rink		P
	Sporting Goods Store	P	P
	Sundries and Notions Shops	P	P
	Tailor / Dressmaker	P	P
	Television and Radio Sales and Service	P	P
	Theaters	P	P
	Toy Stores	P	P
	Upholstery Shops		
	Utility Building Sales		
	Watch Repair	P	P
	Wearing Apparel Shops	P	P
	Wholesaling from Sample Stock		
Vehicular Sales	Automobile Sales, Service, Repair, and Rentals		SE[22]
	Boat and Motor Sales and Service		
	Tire Sales and Service		
	SERVICE USES		
Agricultural Use	Timber Growing, Tree Farming, Nursery, or Agricultural Related Businesses		
Business Service	Parking Lot	P	
	Parking Garage		
	Pest Control Service Establishments		
	Radio or TV Broadcasting Offices, Studios, Transmitters, or Antennas		
	Television and Radio Studios (excluding transmission equipment)		

Permitted Uses: Table P= Permitted Use; SE = Special Exception

Use Category	Use Type	CBD (Central Busines District	Gateway Corridor Commercial
Eating or Drinking Establishment	Alcoholic beverages (all types, sale and service) for on-premises consumption	SE	SE
	Alcoholic beverages for off-premises consumption		SE
	Restaurants (with drive-through)		P
	Restaurants (without drive-through)	P	P
Hospitality and Tourism	Art Gallery or Studio	P	P
	Hotel / Motel	P	P
	Museum	P	P
Office Use	Building Trade Contractors with Fleet Parking On-Site	SE	
	Financial Institutions (with drive-through)	P	P
	Financial Institutions (without drive-through)	P	P
	Office Space for Building Trades Contractor with No Fleet Parking On-Site	P	
	Professional Offices	P	P
Personal Service	Barbershops / Beauty Shops	P	P
	Dry Cleaners	P	P
	Funeral Homes	P	P
	Health Spa	P	P
	Laundries / Laundromats	P	
	Licensed Masseurs		
	Mini-Warehouse		
	Palmist / Psychic		
	Well Drilling and Pump Services		
	EDUCATION/RECREATION/SOCIAL USES		
Community Service	Adult Day Care		
	Child Care	SE	P
	Church	SE	P
	Group Care Home		
	Nursing Home	SE	
Educational Use	Pre-school		P
	Private School	SE	
	School, elementary & secondary		
	School, post-secondary		

Permitted Uses: Table P= Permitted Use; SE = Special Exception

Use Category	Use Type	CBD (Central Busines District	Gateway Corridor Commercial
	Vocational, Technical, Trade, or Industrial School		
Recreational Use	Adult Arcade / Electronic Game Center		
	Athletic Complex		
	Clubs/Lodges/Fraternal Organizations		
	Country Club		
	Dance / Music / Gymnastics Studio	P	P
	Go-Cart Track		
	Golf Course		
	Race Tracks		
	Recreational Facility		
	Public Recreational Uses		
	PUBLIC USES		
Public Use	Bus Passages, Parcel Pick-ups and terminals		
	Governmental Uses		P
	Public Utilities		P
	Ancillary Public Facilities		P
	HEALTH CARE USES		
Health Care Use	Convalescence Facility	SE	
	Dental Clinic	P	P
	Emergency Shelter		
	Hospital	SE	P
	Medical / Dental Laboratories	P	P
	Medical Clinic	P	P
	Nursing Home	SE	
	Veterinarian Clinics	P[25]	P

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** September 21, 2021

FROM: Michael Daniels, AICP, Planning & Zoning Director

SUBJECT: Non-Ad Valorem Special Assessments for Nuisance Abatement Charges

BACKGROUND

Pursuant to Council comments on September 7th, staff research non-Ad Valorem Special Assessments as a component to address properties that are in violation of City Code. This process would be in lieu of going through the foreclosure process which can, in many cases be very time consuming and expensive. The process can be set up so that the City can recover abatement costs related to Code Enforcement violations through the annual property tax bill using the Uniform Collection Method (UCM). This process would require an interlocal agreement between the City and the Clay County Property Appraiser's Office. Staff has provided an example ordinance from Fort Lauderdale and an interlocal agreement between the City of Fort Lauderdale and the Broward County Property Appraiser. In addition, staff has provided a spreadsheet of Non-Homesteaded Outstanding Code Enforcement liens.

FISCAL IMPACT

Shall increase the recovery of abatement costs related to code enforcement violations.

RECOMMENDATION

This item is for discussion purposes only. Staff is requesting further direction on this issue.

Complaint No	Parcel	Address	Complaint Date	Status	Balance Due	Complaint	Send for foreclosure review?	Current Compliance Status	Owner at time of Lien	Current owner
201800106	017879-000-00	1102 Martin Luther King Jr Blvd	08/23/18	LIEN	4,200.00	Unsafe Structure/demo'd in 2018	Can be combined with other Liens on property and reviewed. Title Search completed in 2019	Building Demolished in 2018/Site is currently in compliance	Angela Martin	SAME OWNER
201400023	017879-000-00	1102 Martin Luther King Jr Blvd	05/08/14	LIEN	259.07	Property Overgrown	Can be combined with other Liens on property and reviewed. Title Search completed in 2019	Still overgrown	Angela Martin	SAME OWNER
201300093	017879-000-00	1102 Martin Luther King Jr Blvd	08/26/13	LIEN	433.82	Property Overgrown	Can be combined with other Liens on property and reviewed. Title Search completed in 2019	Still overgrown	Angela Martin	SAME OWNER
200700003	017879-000-00	1102 Martin Luther King Jr Blvd	01/01/07	LIEN	6,027.83	UNSAFE STRUCTURE	Can be combined with other Liens on property and reviewed. Title Search completed in 2019	Building Demolished in 2018/Site is currently in compliance	Angela Martin	SAME OWNER
201200007	018207-004-00	1108 Walnut St	01/01/12	LIEN	301.49	OVERGROWN	No,close to or below 5k minimum	Boat in the front yard/ not overgrown	Catherine Carpenter	FLA Homes LLC
201800046	017272-000-00	115 N Magnolia Ave	03/22/18	LNDF	14,150.00	Expired Permit, Broken Windows	Sent for review	Not in compliance, expired permits, still accruing fines	TRAMMELL BOWLES COMPANY INC	SAME OWNER
201500065	017264-000-00	115 Saint Johns Ave	07/28/15	LIEN	9,000	Weeds	Can be reviewed, was just denied reduction by council. Shall be sent for review	In Compliance	Jack Townsend	William C Higgins III
201300071	018350-000-00	1316 Martin L King Jr	07/30/13	LIEN	462.31	INFORMATION UNKNOWN	No,close to or below 5k minimum	In Compliance	Diane Quarterman	SAME OWNER
201200005	018350-000-00	1316 Martin L King Jr	01/01/12	LIEN	320.34	OVERGROWN	No,close to or below 5k minimum	In Compliance	Diane Quarterman	SAME OWNER
200900002	018350-000-00	1316 Martin L King Jr	01/01/09	LIEN	1,223.00	Overgrown	No,close to or below 5k minimum	Appears to be in compliance/trash and debris in carport	Diane Quarterman	SAME OWNER
201200006	017018-004-03	1318 Walnut St	01/01/12	LIEN	324.57	OVERGROWN	No,close to or below 5k minimum	In Compliance, researching lien status	Regina G Brucculeri	KOENAMAN CHRISTINE A TRUSTEE
200800002	016657-000-00	1407 Idlewild Ave	04/13/08	LIEN	1,692.00	trash debris property maintenance	No,close to or below 5k minimum	In Compliance	Ruth Compton	North East Florida Land CO
201800036	017221-000-00	219 Spring St	03/01/18	LIEN	5,250.00	Multiple Property Maintenance	City	Property Maintenance, Not in compliance	Thomas J Rivers II	City of Green Cove Springs
200600002	017124-000-00	312 S West St	01/01/06	LIEN	3,100.00	Overgrown	No,close to or below 5k minimum	In Compliance	Alvin L Bentley	
201600097	017007-001-73	402 Roberts St S	06/28/16	LIEN	8,871.80	Over grown, Fence Falling down	shall be sent for review	In Compliance	FLA TRUST SERVICES LLC TRUSTEE	SAME OWNER
201800083	017778-000-00	407 Palm St	05/17/18	LIEN	3,350.00	Multiple Violations	No,close to or below 5k minimum	Not in compliance	India Martinez	SAME OWNER
201800114	017649-000-00	442 N Pine Ave	09/24/18	LNDF	10,612.50	Unsafe Structure, Damaged Roof	Sent for review	Not in compliance	Wilber Lawson Jr	SAME OWNER
201800018	016713-000-00	481 Olive Cir	02/05/18	LIEN	17,650.00	Storage Structure w/o permit	Heir's property	In Compliance	Wesley L Permenter & Deanna H/L	Wesley Permenter (Heirs)
201000001	017803-000-00	502 Washington Ln	09/01/10	LIEN	1,011.49	Overgrown	No,close to or below 5k minimum	In Compliance, building removed	Tarpon IV LLC	5T Wealth Partners LP
201700097	017762-000-00	514 Lemon St	06/08/17	LIEN	3,550.00	Unsafe Structure - demolition costs	No, Close to or below 5k minimum	In compliance	Johnnie Mae Austin	Brian Anderson
201700096	017762-000-00	514 Lemon St	06/08/17	LIEN	39,397.00	Unsafe structure--daily fines	Sent for review	In compliance, building demo'd in 2009	Johnnie Mae Austin	Brian Anderson
201900076	018067-010-00	704 Governors Cir	05/16/19	LNDF	8,850.00	Overgrown, Damaged roof, Unsaf	Shall be sent for review	In Compliance	Eric Honeycutt	Depuydt F Trustee & 704 GC Land Trust
201900139	017824-000-00	713 Martin L King Jr Blvd	09/26/19	LNDF	5,450	Overgrown weeds/grass	Heir's property	Not in compliance	Powell Estelle/Heirs C/O Campbell Powell	SAME OWNER
201800137	017710-000-00	719 N Pine Ave	11/15/18	LNDF	8,750.00	Unsafe Structure	Sent for review	Not in compliance	Althea T Harrison Heirs ET AL	SAME OWNER
201600013	017981-000-00	739 Myrtle Ave	02/17/16	LIEN	100.00	Fence Falling Down Vacant and	No,close to or below 5k minimum	In Compliance	Scott Sorensen	St. Elmo Square LLC

ARTICLE I. PUBLIC NUISANCES[1]

[1]Editor's note(s)—Ord. No. C-09-18, § 2, adopted July 7, 2009 , repealed Art. I, §§ 18-1 and 18-2, which pertained to general nuisance provisions. Section 2 of said ordinance enacted provisions designated as a new Art. I, §§ 18-1—18-12 to read as herein set out. See also the Code Comparative Table.

Sec. 18-1. Conditions declared public nuisances.

It is declared unlawful and a public nuisance for any owner of any property in this city to maintain such property or to permit such property to be maintained in such a manner that the property is or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety or welfare, or may reasonably cause disease, or adversely affects and impairs the economic welfare of adjacent property.

(Ord. No. C-09-18, § 2, 7-7-09)

Sec. 18-2. Authority to interpret; and to make, alter and repeal rules.

The director is authorized to interpret this chapter and to make, alter and repeal rules in conformity to this chapter as deemed necessary to implement the requirements hereof, subject to the appeal process specified herein.

(Ord. No. C-09-18, § 2, 7-7-09)

Sec. 18-3. Definitions.

The following words, terms and phrases, when used in this chapter shall have the meanings ascribed to them in this section:

Abandon shall mean to give up or leave without intending to return or claim again any motor vehicle or vessel on public property or on private property without the permission of the property owner.

Abandoned dwelling shall mean any residential building or structure which is a vacant dwelling and is under a current notice of default or notice of mortgagee's sale by lender or trustee for lender or a pending tax assessor's lien sale or subject of a foreclosure sale when the title was retained by the beneficiary of a mortgage involved in the foreclosure and any properties transferred under deed in lieu of foreclosure or sale.

Code means the Code of Ordinances of the City of Fort Lauderdale, as existing, or as may be amended from time to time.

Director means the Director of the sustainable development department of the City of Fort Lauderdale or a duly authorized designee.

Derelict means any motor vehicle or vessel which is in a state of evident disuse, neglect or abandonment; is wrecked or partially dismantled having no motor, engine, transmission, or other major parts necessary for operation; has vegetation underneath as high as the body or frame; has refuse or debris collected underneath; is being used solely for storage purposes; does not have all tires inflated; does not display a current valid license tag; or which threatens or endangers public health, safety and welfare.

Evidence of vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to, overgrown or dead vegetation; stagnant and unsanitary pool water; nonfunctioning electric, water or gas utilities; accumulation of abandoned personal property; statements by neighbors, passers-by, delivery agents, or government agents; or any other evidence that the property is vacant.

Foreclosure shall mean the process by which a property, placed as security for a real estate loan, is sold at public sale to satisfy the debt upon a default by the borrower.

Garbage means every waste accumulation of animal or vegetable matter which attends the preparation, use, cooking, processing, handling or storage of meats, fish, fowl, fruits, vegetables or other matter which is subject to

decomposition, decay, putrefaction or the generation of noxious or offensive gases or odors or which, during or after decay, may serve as breeding or feeding material for flies, insects or animals.

Mortgagee shall mean the creditor, including, but not limited to, service companies, lenders in mortgage agreement, trustees, and any agent, servant, or employee of the mortgagee, or any successor in interest or assignee of the mortgagee's rights, interest, or obligations under the mortgage agreement.

Motor vehicle means any motorized vehicle, motorcycle, moped, motorized scooter, bus, trailer, truck, semitrailer, house trailer, road tractor, or truck tractor as defined in F.S. § 316.003, as may be amended from time to time.

Overgrowth means lawn, grass or weeds in excess of six (6) inches in height.

Owner shall mean any person, persons, or entity having legal or equitable title, or any real or contingent interest in any real property; being shown to be the property owner in the records of the Broward County Property Appraiser's Office; being identified on the abandoned real property registration form pursuant to this article; or being a mortgagee in possession of real property. Any such person, persons, or entity shall have joint and several obligations for compliance with the provisions of this chapter.

Property management company shall mean a local property manager, property maintenance company, or similar person or entity responsible for maintenance and security of abandoned dwellings.

Private property means any real property within the city which is not public property as defined herein.

Public property means any real property in the city which is owned by the City of Fort Lauderdale and includes buildings, parking lots, parks, streets, sidewalks, swales, rights-of-way, easements and other similar property.

Repeat violation means a violation of this chapter by a person or entity who has previously been issued a notice to abate and failed to comply, resulting in abatement of the nuisance by the city, or has previously been found by the special magistrate to have violated the same provision of the Code within five (5) years prior to the violation, or has previously been issued a citation violation notice that was uncontested pursuant to Chapter 11.

Solid waste means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing, including, but not limited to, any and all bulk trash, commercial trash, rubbish, building materials, garbage, household trash, commercial and industrial waste, litter, cigars and cigarettes and parts thereof, whether combusted or intact, refuse, scrap materials, appliances, motor vehicle parts, furniture, tree trimmings, yard waste, construction debris, demolition debris or any other similar solid material or waste that is unwanted or discarded or surrendered for collection disposal, but shall not include sludge from air or water pollution control facilities, septic tank sludge or agricultural or unacceptable waste.

Stagnant water means any accumulation of water which lacks flow; which may be a breeding or feeding place for mosquitoes, rodents, snakes, or other species of insect or animal; which constitutes a habitat for disease bearing organisms; or which is a host for algae and other growth indicative of water that is not disinfected.

Swimming pool means any structure intended for the collection of water for the purpose of immersion or partial immersion therein of human beings, including but not limited to spas, hot-tubs, and similar structures.

Swale area means that area immediately adjacent to a roadway between the driving surface of the roadway and the adjacent private property line.

Vacant dwelling is any building or other structure which is neither occupied nor used by persons authorized by the owner of the property on which such building or structure is located, or where utility services have been terminated.

Vegetation means all natural growth upon a lot or parcel of ground, including grass, weeds, trees, vines, bushes, underbrush and the waste material arising there from.

Vessel means any airboat, canoe, houseboat, motorboat, personal watercraft, recreational vessel, or sailboat as defined in F.S. § 327.02, as may be amended from time to time.

Yard waste means plant material, grass cuttings, tree trimmings, seeds, fruit, leaves or vegetative matter from grass, shrubs, bushes, hedges, palms, trees, or mulch created as a result of the care and maintenance of plants or trees which is conducive to disposal in a yard waste cart and is free of dirt, rocks and other solid waste or foreign materials.

(Ord. No. C-09-18, § 2, 7-7-09 ; Ord. No. C-12-38, § 1, 10-2-12 ; Ord. No. C-17-28 , § 90, 9-13-17)

Sec. 18-4. Abandoned or derelict motor vehicles or vessels prohibited.

It is declared unlawful and a public nuisance for any owner of any motor vehicle or vessel to violate any of the provisions in this section or for any property owner or occupant to allow a violation of this section to exist.

(a) No person shall abandon any motor vehicle or vessel upon any public property within the city for a period of time in excess of twenty-four (24) hours.

(b) No person shall abandon any motor vehicle or vessel upon any private property for a period of time in excess of ten (10) days.

(c) No person shall park, leave or store any derelict vehicle or vessel upon any public or private property except as otherwise provided in the Unified Land Development Regulations.

(d) It shall be the duty of the registered owner of the motor vehicle or vessel or the property owner or property occupant to remove the abandoned or derelict vehicle or vessel.

(e) This section shall not apply to a motor vehicle or vessel in an enclosed garage.

(Ord. No. C-09-18, § 2, 7-7-09)

Sec. 18-5. Notice to abate; abandoned or derelict motor vehicles or vessels.

(a) *Notice, public property.* Notice of a violation of this article shall be served by affixing a written notice on the motor vehicle or vessel.

(b) *Notice, private property.* Notice of a violation of this article shall be served by either affixing a written notice on the motor vehicle or vessel or by posting the written notice in a conspicuous place on the property, or by hand delivering the written notice to the owner, lessee or occupant of the property.

(c) *Content.* The notice shall include:

1. Request for removal from any public property within twenty-four (24) hours or any private property within ten (10) days;

2. That upon failure to comply with the notice of removal, the violation may be referred to the special magistrate as a violation of this article pursuant to Chapter 11, and/or the motor vehicle(s) and/or vessel(s) may be removed by the city with the cost of removal to be levied against the owner of the motor vehicle or vessel;

3. The process for the right to contest the violation.

(Ord. No. C-09-18, § 2, 7-7-09)

Sec. 18-6. Abatement; abandoned or derelict motor vehicles or vessels.

(a) If the abandoned or derelict motor vehicle or vessel is not removed within the time specified in the notice, and if the violation has not been contested, the director may refer the case to the special magistrate as a violation of this article pursuant to Chapter 11, and/or the director may authorize the removal of the motor vehicle or vessel.

(b) Assessed costs associated with the removal of any motor vehicle or vessel in violation of this article shall be levied against the owner of the motor vehicle or vessel.

(Ord. No. C-09-18, § 2, 7-7-09)

Sec. 18-7. Vacant dwellings or buildings: nuisances specified.

It is declared unlawful and a public nuisance for any owner of any property in this city to maintain such property or to permit such property to be maintained in such a manner that any one (1) or more of the conditions described in the following subsections are found to exist:

(a) Vacant and unoccupied building, or portion thereof, whose doors, windows, or other openings are broken, missing or unsecured, so as to allow access to the interior; or

(b) Vacant and unoccupied building, or portion thereof, whose doors, windows, or other openings are secured by boarding or otherwise secured by a means other than the conventional method used in the original construction and design of the structure, which there is no current and valid boarding certificate as required by this article; or

(c) Vacant and unoccupied building, or portion thereof, whose doors, windows, or other openings are secured by boarding or otherwise secure by a means other than the conventional method used in the original construction and design of the structure which is not secured in compliance with this article.

(Ord. No. C-09-18, § 2, 7-7-09)

Sec. 18-8. Boarding certificate; requirements.

(a) All buildings that must be secured by boarding pursuant to this article shall require a board up permit and subsequent boarding certificate issued by the sustainable development department of the City of Fort Lauderdale. The board up permit fee shall be charged pursuant to section 9-48 and the boarding certificate fee shall be sixty-five dollars ($65.00).

(b) No person, firm, association or corporation shall erect, install, place, or maintain boards over the doors, windows, or other openings of any building or structure or otherwise secure such openings by a means other than the conventional method used in the original construction and design of the building or structure without first applying for a board up permit and, within thirty (30) days of application, completing all steps necessary for the issuance of a boarding certificate and thereafter having a valid and current boarding certificate therefore from the sustainable development department of the City of Fort Lauderdale.

(c) The sustainable development department of the City of Fort Lauderdale shall issue a boarding certificate required by subsection (a) upon the submission of a written board up permit application by the owner of the property, his/her authorized representative or contractor, or a contractor hired by the city, upon payment of the required board up permit and boarding certificate fees, and upon the confirmation through inspection by a city building inspector that the boarding or other method of securing the building or structure has been done in compliance with this article.

(d) A boarding certificate shall authorize the boarding or other securing of a building or structure for a period of no greater than one (1) year from the date of issuance.

(e) The boarding certificate may be renewed after the initial one (1) year, for an additional six (6) months subject to the owner or the owner's authorized agent or contractor completing all of the required steps in subsection (c) and the following:

(1) Submit a detailed plan for correction, repair or rehabilitation of the property which would comply with all violations of state or local building and housing standards and the securing of doors, windows and other openings by the conventional method used in the original construction and design of the building or structure or, alternatively, a detailed plan for demolition of the property or sale of the property to another person or entity with provision in the sale of correction, repair, rehabilitation, or demolition; and

(2) Submit a timeline for applying for appropriate permits for such work and for completing such work prior to the expiration of the renewal certificate, or alternatively, a timeline for the sale of the property; and

(3) Confirmation through inspection by a city building inspector that the boarding or other method of securing the building or structure has been done in compliance with this article.

(f) The renewal boarding certificate may be revoked by the sustainable development department of the City of Fort Lauderdale if the owner fails to comply with the plan for such work or fails to adhere to the timeline submitted.

(g) A boarding certificate may not be extended beyond the six-month renewal period nor may a new application for the same property be accepted by the sustainable development department of the City of Fort Lauderdale within one (1) year of the date of expiration of the prior certificate, except upon demonstration that "good cause" for the renewal exists. "Good cause" shall require a showing by the owner that the certificate renewal is made necessary by conditions or events beyond the owner's control, such as inability to obtain financing for repair or rehabilitation, inability to locate a suitable buyer, unanticipated delays in construction, rehabilitation, or demolition, or unanticipated damage to the property. In addition, where appropriate, "good cause" shall also require a showing by the owner that the owner has exercised reasonable and due diligence in attempting to complete the needed repair, rehabilitation or demolition or is attempting to sell the property. In the event that the sustainable development department of the City of Fort Lauderdale determines that there exists good cause to renew the certificate and that all other conditions in subsection (e) above are met, the certificate may be renewed by the sustainable development department of the City of Fort Lauderdale for a period of up to, but not more than, an additional six (6) months, subject to all of the same conditions imposed on the original renewal certificate.

(Ord. No. C-09-18, § 2, 7-7-09 ; Ord. No. C-17-28 , §§ 91—95, 9-13-17)

Sec. 18-9. Exceptions: boarding certificate.

A boarding certificate shall not be required in the following circumstances:

(a) Temporary emergency situations, including but not limited to, damage caused by vandalism, fire, theft, accident, or act of God. Any boarding or securing of openings under a temporary emergency situation shall not exceed sixty (60) days.

(b) Weather and hurricane preparation when a hurricane or tropical storm watch or warning has been issued by the National Weather Service.

(c) Unoccupied residences secured with storm shutters.

(d) Properties for which there is an order of the unsafe structures board.

(e) Properties which have a valid building permit which requires the contractor or owner to secure the property.

(Ord. No. C-09-18, § 2, 7-7-09)

Sec. 18-10. Standards for securing building.

(a) The boarding of the doors, windows or other openings of any building or structure or any means of securing such openings, other than by the conventional method used in the original construction and design of the building or structure, shall comply with the following minimum standards:

(1) *Windows and similar openings* shall be boarded with one (1) continuous piece of pressure treated or exterior grade plywood of a minimum thickness of five-eighths (⅝) inch nominal or its equivalent. A minimum of six and one-half (6½) inch vent holes are required. The plywood shall be secured in place by two (2) two-inch by four-inch horizontal cross-members, on the interior and two (2) two-inch by four-inch vertical bracing on the exterior, cross-members and bracing shall be secured to the plywood by three-eighths (⅜) inch plated carriage bolts with fender washers at each end threaded to the correct length to penetrate the exterior bracing, the plywood, and the interior cross-members and shall be installed a minimum of two (2) inches and a maximum of four (4) inches from the side edges of the opening. The bolts must be tightened enough to slightly deflect the wood. The bolts shall sit flush against the exterior bracing to prevent the use of any tool for prying or removal of the plywood. A minimum of four (4) carriage bolts, two (2) crossmembers, and two (2) exterior braces shall be used on each window and, depending on the size of the opening, additional bolts, cross-members or braces may be required. Each cross-member shall be a continuous piece of lumber, and each must extend at least one (1) foot past the window opening in each direction.

(2) *Exterior doors* shall be boarded with one (1) continuous piece of pressure treated or exterior grade plywood of a minimum thickness of five-eighths (⅝) inch nominal or its equivalent, fitted to the entry door jamb with maximum one-eighth (⅛) inch clearance for each edge. The existing door should be removed and stored inside the building. The plywood shall be secured in place by three (3) two-inch by four-inch wooden horizontal cross-members on the interior and two (2) two-inch by four-inch vertical bracing on the exterior. Cross-members and bracing shall be secured to the plywood by three-eighths (⅜) inch plated carriage bolts with fender washers at each end threaded to the correct length to penetrate the exterior bracing, the plywood, and the interior cross-members and shall be installed a minimum of two (2) inches and a maximum of four (4) inches from the side edges of the opening. The bolts must be tightened enough to slightly deflect the wood. Bolt heads must fit tightly against the wood. The bolts shall sit flush against the exterior bracing to prevent the use of any tool for prying or removal of the plywood. A minimum of six (6) carriage bolts, three (3) cross-members, and two (2) exterior braces shall be used on each door and, depending on the size of the opening, additional bolts, cross-members or braces may be required. On at least one (1) entry door, the plywood shall be attached to the door entry with three (3) case hardened strap hinges of the types specified by the sustainable development department. On all other doors the cross-members must extend at least one (1) foot past the door opening in each direction. Where there is no door jamb, a wood frame shall be installed in the opening for purposes of securing the plywood and cross-members. The wood frame shall be constructed with two-inch by four-inch pressure treated lumber and shall be anchored with one-quarter (¼) inch tapcon or woodscrew with a minimum one and one-half (1½) inch embedment.

(3) *Painting of boarded openings:* All boarded openings shall be painted with a minimum of one (1) coat of exterior paint which is of a color compatible with the exterior color of the building or structure.

(4) *Alternative methods of securing a building:* Upon application for a board up permit the sustainable development department of the City of Fort Lauderdale may approve alternative methods of securing a vacant and unoccupied building or structure when the requirements of subsections (1), (2) and (3) can not be met. In making the determination to approve any alternative method, the city shall consider the aesthetic and other impacts of such method on the immediate neighborhood and the extent to which such method provides adequate and long-term security against the unauthorized entry to the property.

(Ord. No. C-09-18, § 2, 7-7-09 ; Ord. No. C-17-28 , §§ 96, 97, 9-13-17)

Sec. 18-11. Swimming pools; nuisances specified.

(a) It is declared unlawful and a public nuisance for any owner or occupant of any property in this city to maintain or permit to be maintained any swimming pool, spa, hot tub or similar structure in such a manner that the pool equipment is not being maintained in proper operating condition; or that it contains water which is stagnant; or which has any accumulation of garbage or solid waste; or where the water clarity is not sufficient so that the deepest point is not clearly visible from the pool or structure's edge.

(b) It is declared unlawful and a public nuisance for any owner or occupant of any property in this city which has an active and valid permit for the construction of a swimming pool, or any owner of any unoccupied property without utility services connected to maintain or permit to be maintained any swimming pool, spa, hot tub or similar structure without the appropriate safeguards to prevent any human being or animals from falling into or otherwise having access to the swimming pool; or which contains water which is stagnant; or which has any accumulation of garbage or solid waste.

(Ord. No. C-09-18, § 2, 7-7-09)

Sec. 18-12. Property clearing; nuisances specified.

(a) It is declared unlawful and a public nuisance for any owner or occupant of any real property, including any lot, tract or parcel of land, improved or unimproved in this city to maintain such property, including swale areas, sidewalks and waterways abutting such real property, or permit such property to be maintained in such a manner that there is any accumulation or untended growth of weeds, undergrowth or other dead or living plant life; any overgrowth of lawn, grass, weeds or foliage; any trash, rubbish, paper, refuse, garbage, yard waste, or debris; any abandoned or derelict motor vehicle or vessel; any discarded machinery, appliances, furniture or similar article; any stagnant water; any other objectionable, unsightly, or unsanitary matter; or to allow any of the conditions as described in section 18-1 to exist.

(Ord. No. C-09-18, § 2, 7-7-09)

Sec. 18-12.1. Registration of abandoned dwellings.

(a) Upon default by the mortgagor, any mortgagee holding a mortgage on residential real property located within the City of Fort Lauderdale shall perform an inspection of the property that is the security for the mortgage prior to the issuance of a notice of default to determine if said property is vacant or shows evidence of vacancy. If the property is vacant, it shall be deemed an abandoned dwelling and the mortgagee shall, within ten (10) days of inspection, register the property with the director or a duly authorized designee on forms provided by the department.

(b) If the residential real property is occupied but remains in default, it shall be inspected by the mortgagee, or designee, on a monthly basis until either the default is remedied or is found to be vacant or shows evidence

of vacancy at which time it is deemed an abandoned dwelling and the mortgagee shall, within ten (10) days of the inspection, register the abandoned dwelling with the director on forms provided by the department.

(c) Registration pursuant to this section shall, at a minimum, contain the name of the mortgagee, the direct mailing address of the mortgagee, a direct contact name and telephone number of the mortgagee, a facsimile number or email address for the mortgagee, and, in the case of a corporation or out-of state area mortgagee, the name, address and contact information for the local property management company responsible for maintenance and security of the property.

(d) A non-refundable annual registration fee in the amount of two hundred dollars ($200.00) per property shall accompany the registration form(s) pursuant to this section. The renewal of the registration shall be the responsibility of the mortgagee.

(e) The provisions of this article shall also apply to properties that have been the subject of foreclosure sale, where the title was transferred to the mortgagee, trustee or beneficiary of a mortgage involved in the foreclosure, and to any properties transferred under a deed in lieu of foreclosure sale.

(f) Property subject to the provisions of this article shall remain under the annual registration requirement, maintenance requirements, and security requirements of this article as long as the property remains an abandoned dwelling.

(g) Any person or entity that has registered a residential property under this article shall report to the director any change of required information contained in the registration form within ten (10) days of the change.

(Ord. No. C-12-38, § 2, 10-2-12)

Sec. 18-12.2. Property management sign requirements.

A sign shall be posted on the abandoned dwelling, with the name, address, and an emergency twenty-four-hour contact telephone number of property management company. The posted sign shall be a minimum size of eight (8) inches by ten (10) inches, and shall be of a font that is clearly visible and legible from the abutting sidewalk or street of the abandoned dwelling. The posted sign shall either be placed on the interior of the window facing the abutting street of the front of the abandoned dwelling or secured to the exterior of the abandoned dwelling and constructed of water-resistant materials.

(Ord. No. C-12-38, § 2, 10-2-12)

Sec. 18-12.3. Inspections required.

The local property management company shall inspect the abandoned dwelling on a bi-weekly basis to ensure that the property is in compliance with this chapter. Upon the request of the director, or designee, the local property management company shall provide a copy of all inspection reports of the abandoned dwelling to the department.

(Ord. No. C-12-38, § 2, 10-2-12)

Sec. 18-12.4. Specific maintenance requirements.

(a) Abandoned dwelling surrounding property shall be kept free of any accumulation or untended growth of weeds, overgrowth, or dead or living plant life; overgrowth of lawn, grass, weeds or foliage; trash, rubbish, paper, refuse, garbage, yard waste, solid waste, or debris; any abandoned or derelict motor vehicle or vessel; any discarded machinery, appliances, furniture or similar article; any stagnant water; and any other objectionable, unsightly, or unsanitary matter.

(b) Abandoned dwelling shall be maintained free of graffiti or similar markings.

(c) Abandoned dwelling which has a swimming pool, spa, hot tub or similar structure on its property shall be maintained in a proper operating condition so that the water is not stagnant and the water clarity is sufficient so that the deepest point is clearly visible from the pool or water's edge. It must also remain clear of any accumulation of garbage or solid waste.

(d) Abandoned dwelling shall be maintained in a secure manner. All doors, windows or other openings shall remain intact and secure from the unauthorized entrance to the interior of the structure.

(Ord. No. C-12-38, § 2, 10-2-12)

Sec. 18-12.5. Responsibility for compliance.

It is the responsibility of the owner to maintain the owner's real property in accordance with the provisions of this chapter. A mortgagee that is in violation of this article shall be a responsible party for the compliance with this article upon the filing of a lis pendens and/or legal action, the purpose of which is to foreclose upon the mortgage or similar instrument that secures debt upon the residential real property. The mortgagee's responsibility for compliance with the provisions of this article shall only be effective during periods of time that the abandoned dwelling is in existence and in foreclosure. The responsibility of the mortgagee shall remain until such time as the subject real property is sold or transferred to a new owner, or the foreclosure action is dismissed. The mortgagee and owner are jointly and severally liable for all violations of this chapter.

(Ord. No. C-12-38, § 2, 10-2-12)

ARTICLE II. ENFORCEMENT[2]

[2]Editor's note(s)—Ord. No. C-09-18, § 2, adopted July 7, 2009 , repealed Art. II, §§ 18-26—18-31, which pertained to lot clearing. Section 2 of said ordinance enacted provisions designated as a new Art. II, §§ 18-13—18-16 to read as herein set out. See also the Code Comparative Table.

Sec. 18-13. Notice to abate.

(a) Whenever the director finds a violation of section 18-1, 18-7, 18-11, or 18-12 to exist, he shall cause notice to be posted on the property upon which the public nuisance exists. The posted notice shall state:

(1) A description of the public nuisance;

(2) That the nuisance shall be corrected within ten (10) days from the date on the notice;

(3) That upon failure to correct the public nuisance as specified in the notice, the case may be referred to the special magistrate as a violation of this chapter pursuant to Chapter 11, and/or the city may take all necessary steps to abate the violation;

(4) The procedure for the violator to follow to request an administrative hearing to contest the violation;

(5) That all abatement actions performed by the city or a private contractor hired by the city shall cause a special assessment and lien for the total costs thereof to be placed on the property;

(6) That the owner, custodian, agent, lessee, trustee or occupant of the property is subject to prosecution pursuant to section 1-6, City Ordinance for a violation of Chapter 18; and

(7) That the city, notwithstanding the above, reserves the right to proceed with an action foreclosing the lien in the manner provided by law and to hold the owner of the property personally liable for the cost of correcting the violation.

(b) In addition to the posting of the property, notice shall also be provided pursuant to section 11-16.

(c) Notice by posting as provided in subsection (a), together with evidence that an attempt has been made to mail notice in subsection (b), shall be sufficient to show that the notice requirements of this section have been met.

(d) If a repeat violation is found to exist, the director shall provide notice to the alleged repeat violator, but is not required to give the repeat violator time to correct the violation. The city may proceed directly by taking all necessary steps to abate the violation with all associated costs being the responsibility of the owner, custodian, agent, lessee, trustee, or occupant.

(Ord. No. C-09-18, § 2, 7-7-09)

Sec. 18-14. Abatement of public nuisance.

(a) If the public nuisance is not corrected within the time specified on the notice, or if an administrative hearing has not been requested pursuant to section 18-16, the director may either refer the case to the special magistrate as a violation of this article, and/or the city may abate the public nuisance.

(b) Nothing in this section shall be construed to prohibit the director from immediately abating nuisances on an emergency basis. The property owner shall be notified as immediately as possible regarding such abatement, however, this notice shall not cause for delaying such abatement of an imminent public health hazard. An emergency is defined as a hazard imminently dangerous to the health, safety or welfare of the public.

(Ord. No. C-09-18, § 2, 7-7-09)

Sec. 18-15. Lien for costs of abatement, notice.

(a) The total expense incurred by the city in causing a public nuisance to be abated under this article and administrative costs shall be considered a special assessment and lien upon the property upon which the public nuisance was abated.

(b) A statement of the assessed expenses and administrative costs shall be served upon the property owner pursuant to section 11-16.

(c) The property owner shall have thirty (30) days from the date of the statement of assessed expenses and administrative costs within which to pay to the city the full amount due. Failure to timely pay the amount due or serve upon the director a written letter to contest the statement of assessed expenses and administrative costs will result in the matter being scheduled before the city commission for consideration and adoption of a resolution assessing against the property the expenses and administrative costs associated with the city's abatement of the nuisance. The resolution may also impose a special assessment lien against the property for the expenses and costs so assessed. A notice of the special assessment lien assessed by the city commission for the unpaid expenses and costs as stated above may be recorded in the public records of Broward County. The assessed costs and liens provided for herein may be foreclosed in the manner provided by law.

(d) Where the property owner remits payment in full directly to the City for all expenses and costs assessed in a special assessment lien, the city manager or designee may administratively amend the nuisance abatement non-ad valorem tax roll.

(Ord. No. C-09-18, § 2, 7-7-09 ; Ord. No. C- C-18-42 , § 1, 12-4-18)

Sec. 18-16. Administrative hearing.

(a) A violator shall file a written request for an administrative hearing by filing a written request for such hearing with the director, or the director's designee, no later than ten (10) days after the date of the violation notice. The request shall include the name, address and phone number of the violator, the case number, and the address where the violation exists.

(b) Upon receipt of the violator's timely request for an administrative hearing, the director, or the director's designee, shall schedule the administrative hearing on the next available regularly scheduled special magistrate hearing date, or as soon thereafter as possible.

(c) The notice of hearing shall be sent by certified mail and regular mail to the violator at the address provided by the violator on the request for an administrative hearing.

(d) The notice of an administrative hearing shall be pursuant to section 11-20(c).

(e) The administrative hearing shall be conducted as provided in section 11-13. The fact-finding determination of the special magistrate at the administrative hearing shall be limited to whether the alleged public nuisance exists and, if so, shall command the city to abate the public nuisance immediately or shall command the violator to take whatever steps are necessary to abate the public nuisance. The order shall be announced orally at the hearing and shall be reduced to writing and served on the violator at the hearing or subsequent to the hearing shall be reduced to writing and served as provided in section 11-16.

(Ord. No. C-09-18, § 2, 7-7-09)

Secs. 18-17—18-50. Reserved.

RESOLUTION NO. 15-

A RESOLUTION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING AN AGREEMENT BETWEEN LORI PARRISH, BROWARD COUNTY PROPERTY APPRAISER AND THE CITY OF FORT LAUDERDALE FOR NON-AD VALOREM ASSESSMENTS FOR NUISANCE ABATEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Broward County Property Appraiser is providing services to the City of Fort Lauderdale related to providing taxpayers with Notice of Proposed Non-Ad Valorem Assessments in the annual TRIM notices for Nuisance Abatements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. An agreement between Lori Parrish, Broward County Property Appraiser and the City of Fort Lauderdale for Non-Ad Valorem Assessments for Nuisance Abatements is hereby approved. A copy of the agreement is attached hereto and made a part of this Resolution as Exhibit "A."

SECTION 2. The Mayor is hereby authorized to execute this agreement.

SECTION 3. This Resolution shall be effective immediately upon its passage.

ADOPTED this the 20th, day of October, 2015.

_____
Mayor
JOHN P. "JACK" SEILER

ATTEST:

_____
City Clerk
JEFFREY A. MODARELLI

Exhibit _____
15-XXXX

AGREEMENT

between

LORI PARRISH, AS BROWARD COUNTY PROPERTY APPRAISER

and

CITY OF FORT LAUDERDALE

For

NON-AD VALOREM ASSESSMENTS

This is an Agreement, made and entered into, by, and between: LORI PARRISH, as BROWARD COUNTY PROPERTY APPRAISER ("PROPERTY APPRAISER"), and City of Fort Lauderdale, FLORIDA ("taxing authority").

WHEREAS, Section 197.3632, Florida Statutes, requires that annually by June 1, the Property Appraiser must provide each local government using the uniform method of levy, collection and enforcement of non-ad valorem assessments provided in Section 197.3632 certain information by list or compatible electronic medium.

WHEREAS, Section 197.3632, Florida Statutes, provides that notice of a non-ad valorem assessment levied by taxing authorities located in Broward County may be provided by including the assessment in the Property Appraiser's notice of proposed property taxes and proposed or adopted non-ad valorem assessments under Section 200.069, Florida Statutes.

WHEREAS, Section 197.3632, Florida Statutes, requires the taxing authority levying the non-ad valorem assessment pursuant to Section 197.3632 to enter into a written agreement with the Property Appraiser for reimbursement of necessary administrative costs incurred.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. The parties herein agree that, commencing with the 2016 assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Taxing Authority, specifically the Fort Lauderdale Nuisance Abatement.

3. The Taxing Authority shall meet all relevant requirements of Section 197.3632, Florida Statutes. Failure to do so shall be grounds for immediate termination of this Agreement by the

Property Appraiser at any date, and is not subject to the time cancellation restrictions set by Paragraph 18.

4. The Taxing Authority shall furnish the Property Appraiser all up-to-date data concerning the boundaries of the area that are to be assessed, as well as proposed assessments and other information requested from time to time by the Property Appraiser necessary to facilitate her making the assessment.

5. The Property Appraiser shall, using the information provided by the Taxing Authority, place the Taxing Authority's non-ad valorem assessments, as made from time to time and certified to her, on the properties within the specified boundary.

6. The Taxing Authority's assessments shall be uniform (e.g. one uniform assessment for drainage, etc.) to facilitate the making of assessments by mass data techniques utilized by the Property Appraiser. If the assessments are not uniform, the City shall provide the Property Appraiser with the Parcel ID numbers and associated assessments electronically.

7. Any material changes of assessment, including, but not limited to, methodology, units of measurement, or creation of additional rates within a single district, must be submitted to the Property Appraiser no later than May 1st of the applicable tax year. Any changes submitted to the Property Appraiser after the May 1st cutoff date shall be disregarded by the Property Appraiser and will not be reflected on the TRIM Notice, or in the file passes to the Revenue Collector.

8. Failure of the Taxing Authority to provide the Property Appraiser with material changes of assessment by May 1st shall not be grounds for a refund of any monies paid, and shall not relieve the Taxing Authority of any outstanding financial obligations to the Property Appraiser, and the Taxing Authority agrees to hold the Property Appraiser harmless for any repercussions resulting from the new material changes of assessment not being reflected on the TRIM Notice, or in the file passed to the Revenue Collector.

9. Within 30 days of invoice, the Property Appraiser shall be compensated by the Taxing Authority for all administrative costs incurred in carrying out this Agreement at the rate of $2.00 per parcel. However, regardless of the number of parcels covered by this agreement, the total compensation paid to the Property Appraiser shall be a minimum of $400.00 for each year in which such assessments are placed on the tax rolls.

10. Within 30 days of the invoice, the Taxing Authority shall pay the Property Appraiser the sum of $1,000.00 in the first year in which the Agreement is effective. This sum represents the Taxing Authority's reimbursement for programming changes made to the Property Appraiser's computer system, which are necessary for programming changes made to the Property Appraiser's computer system, which are necessary for placement of the Taxing Authority's non-ad valorem assessment on the tax rolls.

11. If the actual costs of performing the services under this Agreement exceed the compensation provided for in Paragraphs 9 and 10 above, the amount of compensation shall be the actual cost of performing the services under this Agreement.

12. This Agreement constitutes the entire Agreement of the parties.

13. Neither party may assign her or its obligations under this Agreement.

14. This Agreement is governed by and construed in accordance with Florida law. Any and all legal action necessary to enforce this agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

15. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.

16. If the Property Appraiser or Taxing Authority determines this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1st of the tax year in which such modification is to become effective.

17. All communications required by this Agreement shall be in writing and sent by first class mail or email to the other party. Notices to the Taxing Authority shall be addressed to Kirk W. Buffington at the following address:

Kirk W. Buffington, Director of Finance

City of Fort Lauderdale

100 N Andrews Avenue

Fort Lauderdale, FL 33301-1016

Email: KBuffington@fortlauderdale.gov

Notices to the Property Appraiser shall be addressed to:

Lori Parrish, Broward County Property Appraiser
115 South Andrews Avenue, Room 111
Fort Lauderdale, FL 33301
Email: lori@bcpa.net

18. Except as otherwise provided herein, this Agreement shall continue from year to year unless cancelled by either party. Either party may cancel this agreement by providing the other party written notice of the cancellation prior to January 1st of the year the Agreement shall stand terminated. Property Appraiser will perform no further work after the written cancellation is

received. This agreement shall automatically terminate at the end of the Property Appraiser's term of office (January 2017).

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: PROPERTY APPRAISER by and through LORI PARRISH and TAXING AUTHORITY, by and through _____, duly authorized to execute same.

PROPERTY APPRAISER:

_____
LORI PARRISH, BROWARD COUNTY
PROPERTY APPRAISER

_____ day of _____, 2015

TAXING AUTHORITY:

_____
Mayor, JOHN P. "JACK" SEILER

_____ day of _____, 2015

Approved as to form:

_____
Jerrod Mathias, Deputy General Counsel
Broward County Property Appraiser

Approved as to form for the City of Fort Lauderdale

_____
City Attorney

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** September 21, 2021

FROM: L. J. Arnold III, City Attorney

SUBJECT: Approval of the Second Amendment to City Attorney Employment Agreement

BACKGROUND

During budget workshops, the City Council agreed to amend the City Attorney Employment Agreement to modify the salary and set a four (4) year contract term.

FISCAL IMPACT

As normal, the City Attorney's budget will fund the increase in the salary.

RECOMMENDATION

Move to approve the Second Amendment to the City Attorney Employment Agreement attached hereto.

SECOND AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT

This Second Amendment to City Attorney Employment Agreement is made and entered into between the undersigned parties on the date shown below.

WITNESSETH:

WHEREAS, the parties entered into the City Attorney Employment Agreement on November 5, 2013, hereafter "Employment Agreement"; and

WHEREAS, Section 3. A. of the Employment Agreement was amended in 2017 to increase the salary from $2,022.26 to $2,123.37 bi-weekly; and

WHEREAS, the parties have agreed that commencing October 1, 2021, the salary shall be $2,884.61 biweekly with annual increases thereafter of five (5) percent; and

WHEREAS, Section 1. Term of Employment of the Employment Agreement shall be modified to provide a four (4) year term of employment beginning October 1, 2021.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

SECTION 1.

The Employment Agreement is hereby amended as follows:

A. The term of employment shall be for four (4) years beginning October 1, 2021.

B. The Salary shall be $2,884.61 biweekly beginning October 1, 2021, with annual increases of five (5) percent beginning October 1, 2022.

SECTION 2.

All other provisions of the Employment Agreement not in conflict herewith shall remain in full force and effect.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be duly signed and sealed on this _____ day of September, 2021.

CITY ATTORNEY:

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

CITY OF GREEN COVE SPRINGS:

By:_____
Edward R. Gaw, Mayor

ATTEST:

By:_____
Erin West, City Clerk

AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT (2017 – 2018)

This Amendment to City Attorney Employment Agreement (2013-2014) is made and entered into in duplicate originals this _____ day of September, 2017, between the City of Green Cove Springs, Florida, hereinafter referred to as the "City" or the "City Council", as the context requires, and L. J. Arnold, III, hereinafter referred to as the "City Attorney".

WITNESSETH:

WHEREAS, the parties hereto entered into an employment agreement on November 5, 2013; and

WHEREAS, the parties have agreed to amend Section 3. A. Salary and Benefits, to modify the salary from $2,022.26 bi-weekly to $2,123.37 which shall be effective on October 1, 2017.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

SECTION 1.

Section 3. A. of the City Attorney Employment Agreement (2013-2014) is hereby amended to read as follows:

> Section 3. Salary and Benefits
>
> A. The City Attorney's Salary hereunder shall be ~~$2,022.26~~ $2,123.37 bi-weekly. The City Attorney's payment shall be issued on the same basis as other Department Heads. At such times as deemed appropriate by the City Council, the City Attorney may receive salary adjustments.

SECTION 2.

All other terms and conditions of the City Attorney Employment Agreement not amended herein shall remain in full force and effect.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to City Attorney Employment Agreement (2013-2014) effective October 1, 2017.

CITY ATTORNEY:

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

CITY OF GREEN COVE SPRINGS:

By:_____
Roy M. Timberlake, Jr., Mayor

ATTEST:

By:_____
Julia W. Clevinger, City Clerk

CITY ATTORNEY
EMPLOYMENT AGREEMENT
(2013 – 2014)

This Agreement is made and executed in duplicate originals this 5th day of November, 2013, between the City of Green Cove Springs, Florida, hereinafter referred to as the "City" or the "City Council", as the context requires, and L. J. Arnold, III, hereinafter referred to as the "City Attorney".

WITNESSETH:

WHEREAS, the City employed L. J. Arnold, III as the City Attorney in January, 1977 and he has acted in such capacity since such date; and

WHEREAS, the City Council desires to clarify certain benefits, conditions of employment, and to set working conditions for the City Attorney; and

WHEREAS, the City Attorney desires to remain employed pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. TERM OF EMPLOYMENT

The term of this Agreement shall commence on October 1, 2013 and remain in effect through Sept. 30, 2014, and be automatically extended for additional one (1) year terms unless terminated sooner by the City Council.

SECTION 2. DUTIES

A. The City Attorney shall perform legal duties for the City as set forth in the City Charter, Section 3. F. herein, and Exhibit "A" attached hereto.

B. The City Attorney shall report directly to the City Council and provide legal advice to the City Manager and staff upon request.

C. The City Attorney agrees to abide by and perform required duties hereunder and in accordance with the legal profession and all Federal, State and municipal laws, regulations and ordinances regulating the practice of law, the City Charter and all policies and ordinances of the City of Green Cove Springs. If requested by the City Council, the City Attorney shall provide an accurate record of all time devoted to a particular City matter.

D. The City Council may employ a special or "outside" attorney to represent the City in regard to any matter where the City Council determines that an attorney within a specialized field of law is necessary to represent the City, in whole or in part, in regard to such specialized fields and nothing contained in this Agreement shall prevent or hinder the City Council from doing so.

E. The City Attorney may continue to operate a private law practice within the City provided he does not represent clients whose cases present a conflict of interest with his loyalty to and representation of the City.

F. With City Council approval, the City Attorney may, at his own expense, provide a qualified, substitute attorney to provide legal advice to the City or attend City meetings when the City Attorney is absent.

SECTION 3. SALARY AND BENEFITS

A. The City Attorney's salary hereunder shall be $2,022.26 biweekly. The City Attorney's payment shall be issued on the same basis as other Department Heads. At such times as deemed appropriate by the City Council, the City Attorney may receive salary adjustments.

B. If travel is required outside of Clay County, the City Attorney shall receive mileage reimbursement for use of his personal vehicle for said travel in accordance with Section 112.061, Florida Statutes.

C. The City shall pay, consistent with Section 112, Florida Statutes, tuition, travel and other such fees and costs necessary or appropriate to allow the City Attorney to attend seminars, legal educational courses, and other such meetings pertaining only to City legal matters, and provided such expenses are budgeted in the Legal Department or approved in advance by the City Council.

D. The City shall continue to fund retirement benefits for the City Attorney at the rate of 15% (or such lesser contribution being made by the City for other Department Heads using the International City Managers Association Retirement Fund ("ICMARF") for their City retirement) of his salary to the ICMARF.

E. In consideration of the past Agreement between the City and the City Attorney to forego raises and receive dependent health insurance paid by the City, the City shall continue to fund, for the benefit of the City Attorney, a family group health insurance and life insurance on his life at the same level of coverage as other employees. Enhanced coverage may be purchased at the expense of the City Attorney.

F. Extraordinary Services. Notwithstanding any provision to the contrary herein, the City Attorney shall provide extraordinary services to the City when requested to do so by the City Council or City Manager and he shall be compensated a reasonable fee for such services. Hourly rate-type issues shall be paid at the government rate of $200.00 per hour. Other services shall be compensated based upon the risk, degree of difficulty, personal liability and normally accepted fee range as approved by City Council. Extraordinary services shall include, but are not limited to, items detailed in Exhibit "A".

SECTION 4. OFFICE AND STAFFING

A. The City Attorney shall provide a private law office and staff, including paralegals, receptionist and associates, within the City, which shall have sufficient office space to conduct City business when necessary. Furthermore, the City Attorney shall be responsible for purchasing all necessary supplies, files, file cabinets, law library, computer, programs and the like for the benefit of the City. The City Attorney shall receive an allowance of $200.00 monthly to offset some of the above out of pocket expenses he expends.

B. The City may allow the City Attorney to have some reasonable office space at City Hall if necessary.

SECTION 5. TERMINATION BY CITY

The City Council may terminate the employment of the City Attorney with or without cause at any time.

SECTION 6. TERMINATION BY CITY ATTORNEY

The City Attorney may terminate this Agreement by giving the City sixty (60) days advance written notice.

SECTION 7. SEVERANCE

The City Attorney shall not be entitled to any severance pay for any reason whatsoever unless otherwise allowed by law. The City Attorney shall not accumulate any annual, holiday, personal, sick, comprehensive, administrative or other such benefits.

SECTION 8. BONDING / MALPRACTICE INSURANCE

The City shall bear the cost of any fidelity or other bonds required of the City Attorney under any law or ordinance. The City Attorney shall maintain in full force and effect and pay for his own malpractice insurance premiums.

SECTION 9. INDEMNIFICATION

The City shall defend, hold harmless and indemnify the City Attorney against any tort, professional liability claim or demand, or other legal or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring at any time from the commencement of his employment in 1977 and during the performance of the City Attorney's duties as City Attorney unless it is determined that the City Attorney acted with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The City shall be responsible for and have authority to compromise and settle any such claim or suit and pay the amount of any defense, settlement or judgment rendered thereon. The City Attorney shall fully cooperate with the City in the settlement, compromise or trial of any such claim. The provisions of any City policy or ordinance regarding the indemnification of the City's officials or employees shall apply to the indemnification of the City Attorney to the extent any such policy or ordinance does not conflict with this Section 9.

SECTION 10. PERFORMANCE EVALUATION

The City Council may set goals and evaluate the performance of the City Attorney at any time they shall desire to do so.

SECTION 11. GENERAL PROVISIONS

A. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this employment Agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

B. This Agreement shall not be amended except in writings executed by both parties hereto.

C. A failure by either party to insist upon strict performance by the other, or to exercise any other right herein, shall not constitute a waiver of such right applicable to future conduct or the accrual of such future right.

D. The headings of Sections contained in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

E. The interpretation of this Agreement shall be governed by the laws of the State of Florida. Venue of any proceedings arising hereunder shall be held in Clay County, Florida.

F. This Agreement revokes and supersedes any prior Agreements, written or oral. No representations or promises other than those set forth herein may be relied upon by either party. This Agreement represents the entire Agreement between the parties and shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated, written amendment to this Agreement signed by both parties.

SECTION 12. EFFECTIVE DATE

This Employment Agreement shall take effect on the date approved by the City Council.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the City of Green Cove Springs has caused this Agreement to be signed and executed on its behalf by its Mayor and City Manager, and duly attested by its City Clerk, and the City Attorney has signed and executed this Agreement, both in duplicate, the date and year first above written.

CITY ATTORNEY:

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

CITY OF GREEN COVE SPRINGS:

By:_____
Roy M. Timberlake, Jr., Mayor

By:_____
Danielle J. Judd, City Manager

ATTEST:

By:_____
F. Lee Bentley, City Clerk

EXHIBIT "A"

BASIC DUTIES AND RESPONSIBILITIES

Prepares and/or approves as to form all major contracts, bonds, and other major instruments in which the City is concerned.

As required by the City Charter, represents the City in court, and before quasi-judicial or administrative agencies of government relative to complaints, suits, and controversies in which the City is a party.

Prepares legal briefs, develops strategy, arguments and testimony in preparation for presentation of a case.

Interprets laws, rulings, and regulations.

Provides verbal and written legal opinions on any question of law relating to the respective powers and duties of the City Council and City Manager or other matters as required by the City Council, City Manager and City Department Heads.

Prepares Ordinances and Resolutions requiring legal experience or as directed by the Council. Reviews and approves all Ordinances and Resolutions to be considered by the City Council.

Attends all City Council regular and special meetings to provide legal advice and opinions relative to matters under consideration by the City Council. Attends all regular and special meetings of the Planning & Zoning Board, Variance Board, Tree Board, Code Enforcement hearings if required by state law, and Charter Revision Committee Sessions. Attends other City meetings and functions at the request of the City Council.

Prepares deeds, easements and similar documents, demand letters and other legal correspondence.

Provides supervision of special or "outside" attorneys when such attorneys are retained by the City.

Prepares Department budget and assures the Department operates within the budget.

Performs other duties as assigned by the City Council.

Makes himself available for reasonable "on call" legal advice to the City seven (7) days per week except when the City Council or City Manager have been notified the City Attorney is on holiday, personal, or sick leave.

EXTRAORDINARY SERVICES

Payment for extraordinary services will be billed at the rate stipulated in Section 3. F. Extraordinary Services would include, but are not necessarily limited to, the following:

a. Preparation of closing documents on real estate transactions.

b. Preparation of grant transactions where the legal costs are included in the grant.

c. Representation on behalf of the City on bond issues or capital note transactions where the City Attorney subjects himself to personal liability for his written opinions. Such fees shall not exceed twenty-five (25) percent of the attorney fees authorized and paid to special bond/borrowing counsel.

d. Representation of the City in court, mediation, arbitration or before administrative law judges for lawsuits or other actions or claims filed by or against the City and the preparation time for such actions.

e. Any other legal matter when the opposing party agrees to or is ordered to pay the City Attorney's fees.

f. Extraordinary legal services as approved by the City Council.

STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** September 21, 2021

FROM: Steve Kennedy

SUBJECT: Approval of the City Manager Employment Agreement

BACKGROUND

During the budget workshops, the City Council agreed to modify the City Manager's salary and set a five (5) year contract term.

FISCAL IMPACT

RECOMMENDATION

Approve the City Manager Employment Agreement.

EMPLOYMENT AGREEMENT
(CITY MANAGER)

THIS AGREEMENT, made and entered into this 21st day of September 2021 by and between the **CITY OF GREEN COVE SPRINGS,** a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referredto as "City" or "Employer", and **L. Steve Kennedy** hereinafter referred to as "City Manager" or "Employee".

WITNESSETH:

WHEREAS, Employer desires to employ the services of **L. Steve Kennedy** as City Manager of the City of Green Cove Springs, as provided by the City Charter of Employer; and

WHEREAS, the City Council desires to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, the City Council desires to (I) secure and retain the services of Employee and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and (4) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as City Manager of said City of Green Cove Springs.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DUTIES.

Employer hereby agrees to employ **L. Steve Kennedy** as City Manager of the City to perform the functions and duties specified in the City Charter of the City (specifically including residence, as defined in the City Charter), and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2. TERM

The term of this Agreement shall be for a period of five (5) years from October 1, 2021, to September 30, 2026. The City Council may extend this Agreement for periods not to exceed three (3) years each.

SECTION 3. TERMINABLE AT WILL.

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in the City Charter and this agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 4, Paragraph C, of this Agreement.

SECTION 4. TERMINATION AND SEVERANCE PAY.

A. Termination Without Cause. In the event Employee is terminated by the City Council for reasons other than "for cause" as defined below (hereinafter "without cause"), Employer agrees to pay Employee a lump sum cash payment equal to twenty (20) weeks aggregate salary in accordance with Florida Statutes 215.425 as applicable and Employer agrees to pay Employee the following:

1. For twenty (20) weeks after termination, health insurance premiums for the Employee as set forth in Section 11.

2. All accrued sick leave and any vacation time accrued under this Agreement at the time of termination.

B. Termination For Cause. If Employee is terminated "for cause" defined as: (1) conviction of a felony or a crime involving dishonesty or fraud, or (2) willful and intentional violation of the City Charter, City Ordinances, written City policies, or FSS Section 443.036(30), Employer shall have no obligation to pay the severance and other benefits designated in this Section. Upon acceptance of the severance payment and other benefits noted herein, Employee releases Employer from any causes of action or claim(s) for any money or claim Employee had or could have had.

C. Termination Defined. For the purpose of this Agreement only, termination shall occur when a super majority of the governing body votes to terminate the Employee at a duly authorized public meeting.

D. Employee Resignation. In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer forty-five (45) days notice in advance, unless Employer otherwise agrees. If Employee voluntarily resigns his position, Employee is not entitled to any severance or any other benefits noted herein, except accrued benefits as would be allowed to any other employee voluntarily leaving employment.

E. Employee Retirement. In the event Employee retires his position with Employer, then Employee shall give 45 days notice in advance. Under this scenario, Employee is entitled to all accrued benefits as would be allowed under the provisions of this agreement.

SECTION 5. SALARY AND RETIREMENT.

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of $145,600 payable in installments at the same time as other Employees of the Employer are paid. This salary will be increased 4% annually with a satisfactory Performance Review. Employer acknowledges that Employee will receive 15% of his salary paid into his defined contribution plan in lieu of the Florida Retirement System for Senior Management Classification. In addition, Employee shall be entitled to receive administrative pay in accordance with Section 8.15 (c) of the Green Cove Springs Personnel Policies and Procedures Manual.

SECTION 6. PERFORMANCE EVALUATION.

A. On or before November 15th of each year beginning in 2019, the City Council shall review and evaluate the performance of the Employee. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be modified as the City Council may from time to time determine in consultation with the Employee. Further, the Mayor shall provide the Employee with a summary written statement of the findings of the City Council and provide adequate opportunity for the Employee to discuss the evaluation with the City Council.

B. By December 15th each year beginning in 2018, the City Council and Employee shall define such goals and performance objectives, which it determines important for the proper operation of the City and in the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing.

SECTION 7. MANAGERIAL DUTIES.

The Employee is the Chief Administrative Officer of the City and is expected to perform all duties related to that position as outlined in Section 3 of the Charter of the City of Green Cove Springs. The hours the Employee must spend performing those duties vary. The Employee shall generally keep similar hours as other Department Headsand hours necessary to perform the duties hereunder; however, the City Council is the sole judge of the effectiveness of the job the Employee has done.

SECTION 8. OUTSIDE EMPLOYMENT.

Employee may not have other employment during employment with Employer without Employer's advance written approval.

SECTION 9. AUTOMOBILE.

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of $6,000 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the applicable Florida law standard mileage rate, Florida Statutes 112.061(7) currently at 44 ½ cents for any business use of the vehicle beyond the greater Green CoveSprings area. For purposes of this Section, use of the car within the greater Green Cove Springs area is defined as travel to locations within a one hundred (100) mile radius of the local government limits.

SECTION 10. VACATION AND SICK LEAVE.

Employee shall accrue sick leave in accordance with Section **11** of the City's Personnel Policies and Procedures Manual. Employee shall receive 120 hours of vacation each year in accordance with the City's Personnel Policies and Procedures Manual with the first year being available from day one of his employment.

SECTION 11. HEALTH AND LIFE INSURANCE.

A. Employer agrees to pay all associated costs for Employee's major medical single coverage through Employer's group health insurance plan.

B. Employer agrees to purchase and to pay for life insurance premiums for as long as Employee is employed by Employer in an amount equivalent to one **(1)** year's current base salary.

SECTION 12. DUES AND SUBSCRIPTIONS.

Employer agrees to budget and to pay for the reasonable professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer. Said amount shall be limited to the budgeted amount for such items. The City Council shall be the sole judge of the amounts approved hereunder.

SECTION 13. PROFESSIONAL DEVELOPMENT.

A. Employer hereby agrees to budget and to pay for Employee's travel and subsistence expenses as Employee reasonably requests for professional and office travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue important official and other functions for Employer. Such expenses may include, but are not limited to, expenses related to the International City Management Association, the Annual Meeting of the Florida City and County Management Association, and the Florida League of Cities. Said amount shall be limited to the budgeted amount for such items. The City Council shall be the sole judge of the amounts approved hereunder.

B. Employer also agrees to budget and to pay for the reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer. Said amount shall be limited to the budgeted amount for such items. The City Council shall be the sole judge of the amounts approved hereunder.

SECTION 14. EXPENSES.

A. Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses up to the amount budgeted annually for that purpose, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipt, statements, or personal affidavits.

B. Employer will provide Employee with a City cell phone to be used for business purposes or a $50.00 monthly phone stipend at Employee's option.

SECTION 15. INDEMNIFICATION.

The City shall defend and indemnify the City Manager up to the statutory limits set forth in F.S. 768.28 against any action, including, but not limited to: tort, professional liability, claim or demand, or other non-criminal legal, equitable or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Manager's duties as an employee and officer of the City, other than an action brought by the City against the City Manager, orany action filed against the City by the City Manager, unless otherwise required by law.

The Employer shall, up to the amounts set forth in Section 768.28, Florida Statutes, indemnify and hold the Employee harmless from and against any tort claim, except for willful or intentional torts, arising from or relating to any alleged act or omission committed by Employee within the course and scope of his employment as City Manager. Employer may compromise and settle any such claim, or any suit arising therefrom or relating thereto, and shall pay the amount of any settlement or judgment rendered in connection therewith provided, however, that the Employer may seek indemnity from Employee for losses or liability caused by any willful or intentional tortscommitted by Employee.

SECTION 16. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law, ordinance or the City Charter.

SECTION 17. RESIDENCY.

The City Manager shall, at all times adhere to City Charter Section 3.012 entitled "City Manager dwelling" during the term of this Agreement. The City Manager shall notify the City Council of any change in residence within ten (10) working days of such change.

SECTION 18. STRICT ADHERENCE TO CHARTER AND LAWS.

At all times, the City Manager shall strictly adhere to and follow the City Charter and all applicable Federal, State and local laws. Additionally, he shall adhere to all recommendations of the City Auditors and immediately take any and all measures necessary to correct any deficiencies cited by such Auditors in the City's annual audit.

SECTION 19. RESPONSIVENESS TO CITY COUNCIL AND PUBLIC.

The City Manager shall make every reasonable effort to respond to each and every reasonable inquiry by a member of the City Council within a reasonable time of receipt of such inquiry. Furthermore, the City Manager shall meet with the public and other persons in a timely fashion for all appointments.

SECTION 20. CODE OF CONDUCT.

The City Manager shall strictly adhere to the Standards of Conduct and Ethics of the International City County Managers Association (ICMA) and the Florida City and County Management Association (FCCMA) and to all applicable provisions of the City Personnel Policies and Procedures Manual.

SECTION 21. GENERAL PROVISIONS.

A. The text herein shall constitute the entire Agreement between the parties.

B. If any provision, or any portion of any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or any portion hereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

C. No amendment of this Agreement shall be effective unless in writing and signed by both parties.

SECTION 22. NO REDUCTION OF BENEFITS.

Employer shall not, at any time, during the terms of this Agreement, reduce the salary, compensation, or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all Department Heads of the Employer and Employeeconsentstothisprovisionnotwithstanding Section 3.06 of the City Charter.

SECTION 23. NOTICES.

Notices pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. Employer:
Mayor
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

(with a copy to: City Attorney)
L. J. Arnold, III
POBox1570
Green Cove Springs, FL 32043

B. Employee:
L. Steve Kennedy
3598 Maidstone CT
Green Cove Springs, FL 32043

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal services or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 24. VENUE.

Venue of any proceedings hereunder shall only be in the appropriate court in Clay County, Florida.

SECTION 25. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. The City Council, in consultation with the City Manager, shall fix or set any terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with provisions of this Agreement, the Charter of the City of Green Cove Springs, or any other law.

B. All provisions of the Charter and Code of Ordinances of the City of Green Cove Springs, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, provided that the provisions are not in conflict with this Agreement. This Agreement shall supersede any other provisions.

IN WITNESS WHEREOF, the City of Green Cove Springs has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Interim City Clerk, and Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

EMPLOYEE:

By:_____
L. Steve Kennedy

CITY OF GREEN COVE SPRINGS

By:_____
Edward R. Gaw, Mayor

ATTEST:

By:_____
Erin West, City Clerk

APPROVED AS TO FORM

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

EMPLOYMENT AGREEMENT
(CITY MANAGER)

THIS AGREEMENT, made and entered into this ____ day of September 2018, by and between the **CITY OF GREEN COVE SPRINGS,** a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "City" or "Employer", and **L. Steve Kennedy** hereinafter referred to as "City Manager" or "Employee".

WITNESSETH:

WHEREAS, Employer desires to employ the services of **L. Steve Kennedy** as City Manager of the City of Green Cove Springs, as provided by the City Charter of Employer; and

WHEREAS, the City Council desires to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, the City Council desires to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and (4) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as City Manager of said City of Green Cove Springs.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DUTIES.

Employer hereby agrees to employ **L. Steve Kennedy** as City Manager of the City to perform the functions and duties specified in the City Charter of the City (specifically including residence, as defined in the City Charter), and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2. TERM

The term of this Agreement shall be for an initial period of three (3) years from October 1, 2018 to September 30, 2021. The City Council may extend this Agreement for periods not to exceed three (3) years each.

SECTION 3. TERMINABLE AT WILL.

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in the City Charter.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 4, Paragraph C, of this Agreement.

SECTION 4. TERMINATION AND SEVERANCE PAY.

A. Termination Without Cause. In the event Employee is terminated by the City Council for reasons other than "for cause" as defined below (hereinafter "without cause"), Employer agrees to pay Employee a lump sum cash payment equal to twenty (20) weeks aggregate salary in accordance with Florida Statutes 215.425 as applicable and Employer agrees to pay Employee the following:

1. For twenty (20) weeks after termination, health insurance premiums for the Employee as set forth in Section 11.

2. All accrued sick leave per the City's adopted Personnel Policies and Procedures Manual and any vacation time accrued under this Agreement at the time of termination.

B. Termination For Cause. If Employee is terminated "for cause" defined as: (1) conviction of a felony or a crime involving dishonesty or fraud, or (2) willful and intentional violation of the City Charter, City Ordinances, written City policies, or FSS Section 443.036(30), Employer shall have no obligation to pay the severance and other benefits designated in this Section. Upon acceptance of the severance payment and other benefits noted herein, Employee releases Employer from any causes of action or claim(s) for any money or claim Employee had or could have had.

C. Termination Defined. For the purpose of this Agreement only, termination shall occur when a super majority of the governing body votes to terminate the Employee at a duly authorized public meeting.

D. Employee Resignation. In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer forty-five (45) days notice in advance, unless Employer otherwise agrees. If Employee voluntarily resigns his position, Employee is not entitled to any severance or any other benefits noted herein, except accrued benefits as would be allowed to any other employee voluntarily leaving employment.

SECTION 5. SALARY AND RETIREMENT.

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of $130,000 payable in installments at the same time as other Employees of the Employer are paid. This salary may be increased from time to time by majority votes of the entire City Council. Employer acknowledges that Employee will receive 15% of his salary paid into his defined contribution plan in lieu of the Florida Retirement System for Senior Management Classification. In addition, Employee shall be entitled to receive administrative pay in accordance with Section 8.15 (c) of the Green Cove Springs Personnel Policies and Procedures Manual.

SECTION 6. PERFORMANCE EVALUATION.

A. On or before November 15th of each year beginning in 2019, the City Council shall review and evaluate the performance of the Employee. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be modified as the City Council may from time to time determine in consultation with the Employee. Further, the Mayor shall provide the Employee with a summary written statement of the findings of the City Council and provide adequate opportunity for the Employee to discuss the evaluation with the City Council.

B. By December 15th each year beginning in 2018, the City Council and Employee shall define such goals and performance objectives, which it determines important for the proper operation of the City and in the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing.

SECTION 7. MANAGERIAL DUTIES.

The Employee is the Chief Administrative Officer of the City and is expected to perform all duties related to that position as outlined in Section 3 of the Charter of the City of Green Cove Springs. The hours the Employee must spend performing those duties vary. The Employee shall generally keep similar hours as other Department Heads and hours necessary to perform the duties hereunder; however, the City Council is the sole judge of the effectiveness of the job the Employee has done.

SECTION 8. OUTSIDE EMPLOYMENT.

Employee may not have other employment during employment with Employer without Employer's advance written approval.

SECTION 9. AUTOMOBILE.

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of $6,000 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the applicable Florida law standard mileage rate, Florida Statutes 112.061(7) currently at 44 ½ cents for any business use of the vehicle beyond the greater Green Cove Springs area. For purposes of this Section, use of the car within the greater Green Cove Springs area is defined as travel to locations within a one hundred (100) mile radius of the local government limits.

SECTION 10. VACATION AND SICK LEAVE.

Employee shall accrue sick leave in accordance with Section 11of the City's Personnel Policies and Procedures Manual. Employee shall receive 120 hours of vacation each year in accordance with the City's Personnel Policies and Procedures Manual with the first year being available from day one of his employment.

SECTION 11. HEALTH AND LIFE INSURANCE.

A. Employer agrees to pay all associated costs for Employee's major medical single coverage through Employer's group health insurance plan.

B. Employer agrees to purchase and to pay for life insurance premiums for as long as Employee is employed by Employer in an amount equivalent to one **(1)** year's current base salary.

SECTION 12. DUES AND SUBSCRIPTIONS.

Employer agrees to budget and to pay for the reasonable professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer. Said amount shall be limited to the budgeted amount for such items. The City Council shall be the sole judge of the amounts approved hereunder.

SECTION 13. PROFESSIONAL DEVELOPMENT.

A. Employer hereby agrees to budget and to pay for Employee's travel and subsistence expenses as Employee reasonably requests for professional and office travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue important official and other functions for Employer. Such expenses may include, but are not limited to, expenses related to the International

City Management Association, the Annual Meeting of the Florida City and County Management Association, and the Florida League of Cities. Said amount shall be limited to the budgeted amount for such items. The City Council shall be the sole judge of the amounts approved hereunder.

B. Employer also agrees to budget and to pay for the reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer. Said amount shall be limited to the budgeted amount for such items. The City Council shall be the sole judge of the amounts approved hereunder.

SECTION 14. EXPENSES.

A. Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses up to the amount budgeted annually for that purpose, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipt, statements, or personal affidavits.

B. Employer will provide Employee with a City cell phone to be used for business purposes or a $50.00 monthly phone stipend at Employee's option.

SECTION 15. INDEMNIFICATION.

The City shall defend and indemnify the City Manager up to the statutory limits set forth in F.S. 768.28 against any action, including, but not limited to: tort, professional liability, claim or demand, or other non-criminal legal, equitable or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Manager's duties as an employee and officer of the City, other than an action brought by the City against the City Manager, or any action filed against the City by the City Manager, unless otherwise required by law.

The Employer shall, up to the amounts set forth in Section 768.28, Florida Statutes, indemnify and hold the Employee harmless from and against any tort claim, except for willful or intentional torts, arising from or relating to any alleged act or omission committed by Employee within the course and scope of his employment as City Manager. Employer may compromise and settle any such claim, or any suit arising therefrom or relating thereto, and shall pay the amount of any settlement or judgment rendered in connection therewith provided, however, that the Employer may seek indemnity from Employee for losses or liability caused by any willful or intentional torts committed by Employee.

SECTION 16. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law, ordinance or the City Charter.

SECTION 17. RESIDENCY.

The City Manager shall, at all times adhere to City Charter Section 3.012 entitled "City Manager dwelling" during the term of this Agreement. The City Manager shall notify the City Council of any change in residence within ten (10) working days of such change.

SECTION 18. STRICT ADHERENCE TO CHARTER AND LAWS.

At all times, the City Manager shall strictly adhere to and follow the City Charter and all applicable Federal, State and local laws. Additionally, he shall adhere to all recommendations of the City Auditors and immediately take any and all measures necessary to correct any deficiencies cited by such Auditors in the City's annual audit.

SECTION 19. RESPONSIVENESSTO CITY COUNCIL AND PUBLIC.

The City Manager shall make every reasonable effort to respond to each and every reasonable inquiry by a member of the City Council within a reasonable time of receipt of such inquiry. Furthermore, the City Manager shall meet with the public and other persons in a timely fashion for all appointments.

SECTION 20. CODE OF CONDUCT.

The City Manager shall strictly adhere to the Standards of Conduct and Ethics of the Florida City and County Management Association (FCCMA) and to all applicable provisions of the City Personnel Policies and Procedures Manual.

SECTION 21. GENERAL PROVISIONS.

A. The text herein shall constitute the entire Agreement between the parties.

B. If any provision, or any portion of any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or any portion hereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

C. No amendment of this Agreement shall be effective unless in writing and signed by both parties.

SECTION 22.NO REDUCTION OF BENEFITS.

Employer shall not, at any time, during the terms of this Agreement, reduce the salary, compensation, or other financial benefits of Employee, except to the degree of

such a reduction across-the-board for all Department Heads of the Employer and Employee consents to this provision notwithstanding Section 3.06 of the City Charter.

SECTION 23. NOTICES.

Notices pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. Employer:

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

(with a copy to: City Attorney)
L. J. Arnold, III
PO Box 1570
Green Cove Springs, FL 32043

B. Employee:

L. Steve Kennedy

_____

Green Cove Springs, FL 32043

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal services or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 24. VENUE.

Venue of any proceedings hereunder shall only be in the appropriate court in Clay County, Florida.

SECTION 25. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. The City Council, in consultation with the City Manager, shall fix or set any terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with provisions of this Agreement, the Charter of the City of Green Cove Springs, or any other law.

B. All provisions of the Charter and Code of Ordinances of the City of Green Cove Springs, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply

to Employee as they would to other employees of Employer, provided that the provisions are not in conflict with this Agreement. This Agreement shall supersede any other provisions.

SECTION 26. MOVING AND RELOCATION EXPENSES.

Employer shall pay directly for the reasonable expenses of moving Employee and his family and personal property from Americus, Georgia to the utility service area of the City. Said moving expenses include packing, moving, storage costs, unpacking and insurance charges. The Employee shall provide quotations from three (3) companies. The parties shall jointly choose the lowest and best moving company. Mileage costs for moving two personal vehicles shall be reimbursed at the current applicable Florida law standard mileage rate, Florida Statutes 112.061(7) currently at 44 ½ cents allowable rate per mile. The Employer shall pay the Employee's tax liability, if any, on all Employer provided benefits for relocation.

IN WITNESS WHEREOF, the City of Green Cove Springs has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Interim City Clerk, and Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

EMPLOYEE:

By: _____
L. Steve Kennedy

CITY OF GREEN COVE SPRINGS

By: _____
Constance W. Butler, Mayor

ATTEST:

By: _____
Kimberly Thomas, Interim City Clerk

APPROVED AS TO FORM

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

ELECTRIC DEPARTMENT

Significant activities for the month of July 2021

- 8 Streetlights repaired
- 3 Permanent meters installed
- 1 Temporary meter installed
- 1 Meter removed
- 2 Meters replaced
- 2 Poles installed
- 10 Poles removed
- 2 Poles replaced
- 1 Voltage check

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

- Conducted daily morning safety meetings.
- Conducted daily truck inspections.
- Trimmed limbs and vines from power lines and poles.
- Unloaded transformers and supplies when they come in.
- Inspect/locate ROW permits.
- Conduct warehouse inventory/order supplies.
- 201 S. Vermont St., bad spot in secondary service repaired .
- 200 S Orange Ave., canopy lights on fire, cut braker off.
- Clay St., disconnect house feed from transformer, due to fire.
- 106 Governors Yacht Club, opened transformer to installed conduit and wire.
- 479 Olive Circle ., pole broke leaning on trailer repaired.
- City Wide., installed overhead fault indicators.
- 1015 Wall St., system upgrades installed new poles and transformer.
- 1241 Forbes St., palm tree on primary removed.
- 3327 Oak Ln., straighten up pole that was leaning.
- Houston St. by the Cove, broken pole repaired.
- Robert St & Melrose Ave., installed reclosure.
- 1273 LeBlanc Rd., installed covers on weather-head connections.

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

07/06/2021 – Between 7:05 p.m. – 7:30 p.m., 3272 CR 209., vines on transformers blown fuse, 1 customer affected.

07/12/2021 – Between 12:00 a.m. – 2:30 a.m., 3825 Randall Rd., removed tree from wires and replace fuse, 1 customer affected.

07/15/2021 – Between 2:30 a.m. – 5:00 a.m., 1408 N Orange Ave. Unit A Bldg. 108., wire changed bad connections, 8 customers affected.

07/16/2021 – Between 10:00 a.m. – 12:00 p.m., 3199 River Rd., blown arrester re-fused lateral, 5 customers affected.

07/19/2021 – Between 3:30 p.m. – 6:00 p.m., 503 N Vermont Ave., , replaced transformer after lightning 6 customers affected.

07/27/2021 – Between 1:00 a.m. – 8:00 a.m., 210 Bay St., replaced 3 phase transformer, 12 customers affected.

07/29/2021 – Between 4:00 a.m. – 6:00 a.m., 100 Joey Circle, removed tree limb from transformer, 8 customers affected.

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

NAME	SERVICE ADDRESS	KWH	AMOUNT
Clay County Jail	901 N. Orange Ave.	341,920	$33,391.44
St. Johns Landing	1408 N. Orange Ave.	285,750	$31,196.75
BD Of County Commissioner	825 N. Orange Ave.	249,800	$24,324.60
Winn Dixie Stores, Inc	3260 Hwy. 17 N.	199,600	$19,528.20
Kindred Health	801 Oak St.	186,000	$18,345.00
National Gypsum Company	1767 Wildwood Rd	141,440	$13,905.68
Tamko Roofing Products	914 Hall Park Rd.	121,120	$14,061.84
Clay County Court House	825 N. Orange Ave.	109,440	$10,968.88
BD Of Public Instruction	2025 State Road 16	98,600	$12,028.20
Governors Creek #436	803 Oak St.	98,400	$10,124.80
Clay County Driver's License	477 Houston St.	81,760	$ 8,699.12
City of Green Cove Springs	1277 Harbor Road	68,160	$ 6,495.92
City of Green Cove Springs	Set Street Lights	66,392	$ 7,447.90
VAC-CON	954 Hall Park Rd.	64,720	$ 6,737.44
Pegasus Technologies	932 Pilot Dr.	63,000	$ 6,603.20
Garber Realty/GMC	3340 Highway 17	62,880	$ 6,702.16
Coral Ridge Foods	1165 N Orange Ave.	61,040	$ 6,245.28
BD Of Public Instruction	801 Center St.	55,360	$ 6,153.52
Duval Asphalt Products, Inc.	1921 Jersey Ave	49,800	$ 8,315.60
Direct TV/AT&T Services Inc.	512 Center St.	48,320	$ 4,828.24
Ammcon Corp.	1503 County Road 315 Ste 201	48,300	$ 5,516.00
City of Green Cove Springs	925 S R 16 East South Wwtp	45,840	$ 4,611.28
Green Cove Springs Marina	Pier # 11 & 1	45,680	$ 4,543.76
BD Of Public Instruction	1 N Oakridge Ave	44,640	$ 6,076.88

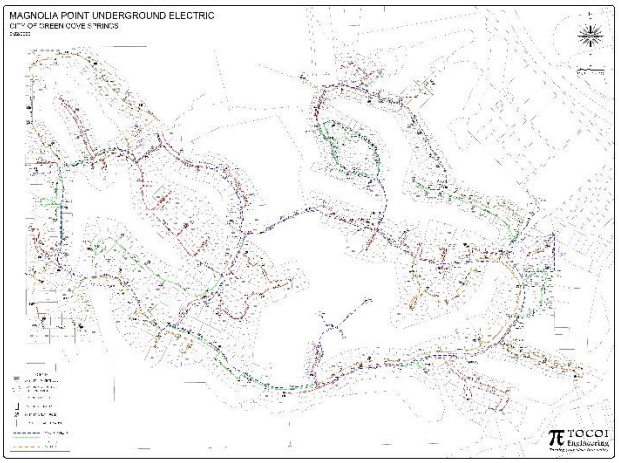
Electric Utility Department Capital Projects:

Pole top switch replacement

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

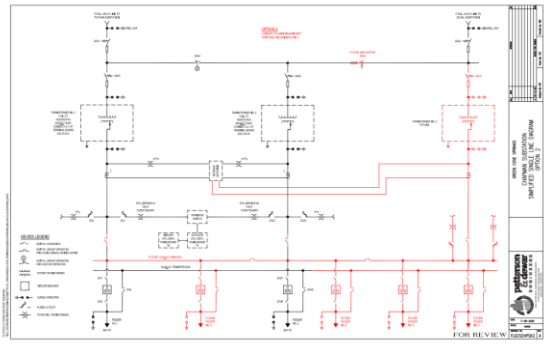
Magnolia Point Reconductor

This project has been reviewed by our new Electric Director and a local contractor and revised. The project will now focus on a brand new 3-phase backbone "ring" through the development with two feeds. This ring will be constructed as phase 1 utilizing a standing contract to bore in new 6" conduit for the entire ring and utilizing a contractor to pull in the new conductor and tie into the existing side feeds along the way. The re-design is now completed by our engineer. Conduit and conductor for phase I has been ordered. Work is expected to start in September 2021 with completion by Summer 2022.



Chapman Substation upgrade

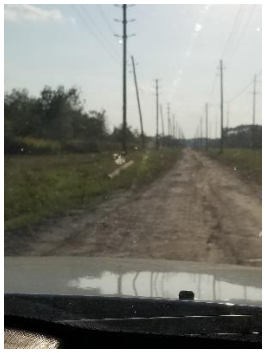
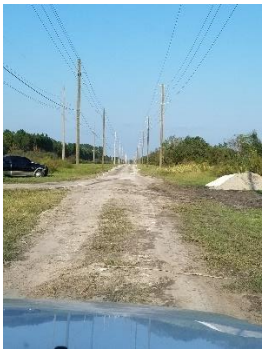
Patterson and Dewar is the City's engineering firm for this project. The transformer is now delivered and set on the pad in its permanent location. Patterson and Dewar have designed the rest of the improvements to the substation as well as SCADA to be installed throughout the system. Design is complete. The construction was awarded to Terry's Electric. They arrived on site the first week of January 2021 to begin work at the substation. The project should be complete in October 2021.



Chapman 3RD Circuit

IRBY Construction began September 21, 2020, and the **PROJECT IS NOW COMPLETE.**



Chapman 1 / Chapman 2

Express circuit feed project of Chapman 1 to north of Governors Creek (a.k.a. **Magnolia Point Third Feed**) and Chapman 2 extension to Harbor Rd project have been combined to balance future load requirements north of Governors Creek and to supply additional restoration procedure options involving electric outages north of Governors Creek. Conductor had been installed on Roberts St. for Chapman 1 alternate path. City crews are now working on additional new line on south right of way that will enable Reynolds Park load to be transferred from Chapman 1 circuit to Chapman 2. Materials for this portion of the project are being funded by a DEO Grant. **PROJECT IS NOW COMPLETE.**

Houston St. re-conductor

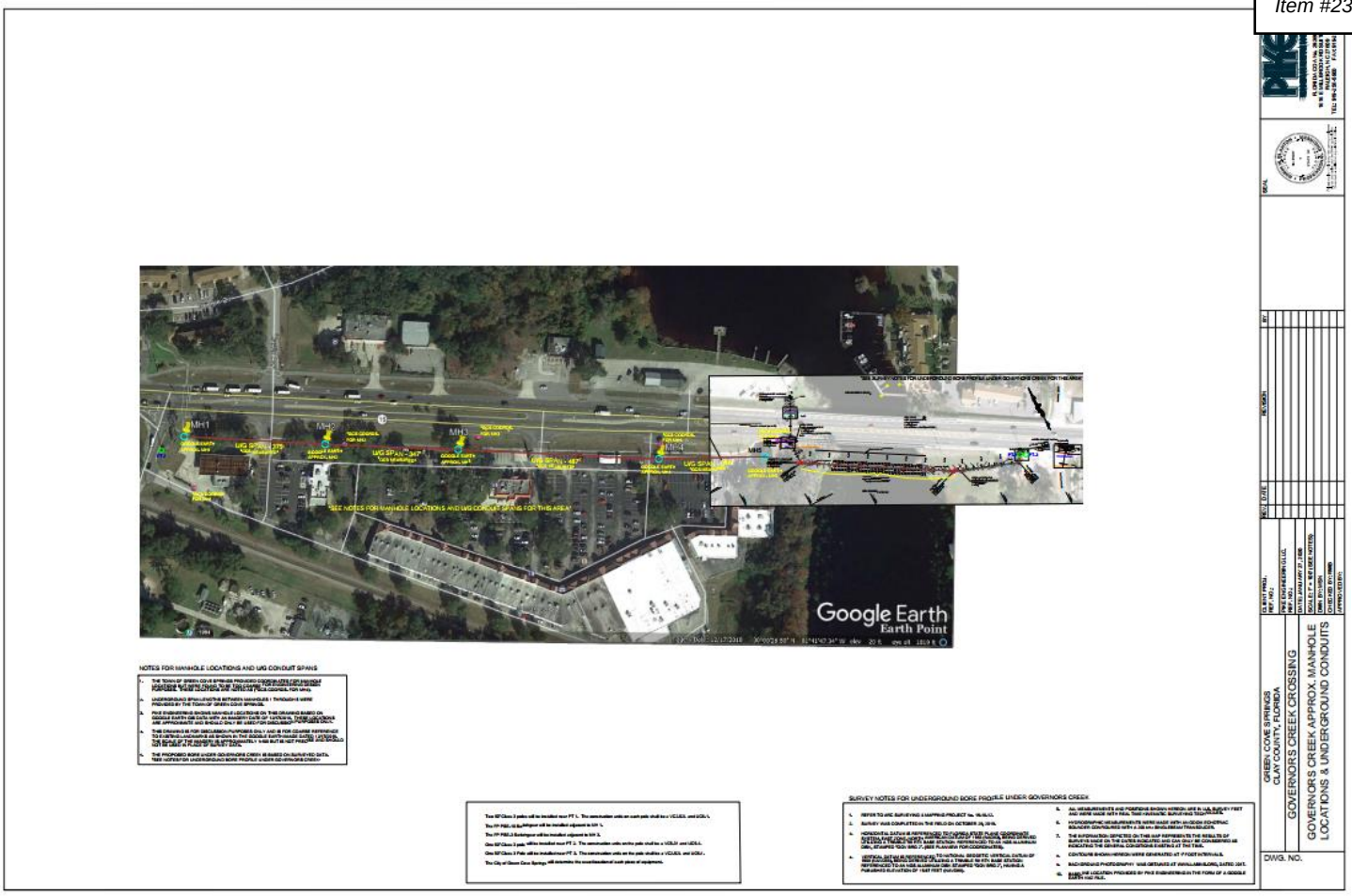
Planning for the reconductoring of Chapman 2 with 477 AAC from Martin Luther King Blvd. to Palmetto Ave. has begun. This will support a second circuit extending north of Governors Creek for restoration involving Magnolia Point, provide an alternate tie between Chapman 1 and Chapman 2 (was not possible before due to conductor size) and support AMMCON, PASS and other future expansion north of Governors Creek. Materials for this project are being funded by a DEO Grant. **PROJECT IS NOW COMPLETE.**

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

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

Governors Creek Hardening Project

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



North and South Substation Improvements

North and South substation sub-station upgrades have begun with directional bore designs completed to install URD 23KV feeds to substation transformers eliminating the possibility of catastrophic failure in the event of lightning or material failure which could cause conductor to fall into existing bus work.

ELECTRIC DEPARTMENT

Significant activities for the month of August 2021

- 10 Streetlights repaired
- 5 Permanent meters installed
- 2 Reverse solar meter installed
- 1 Meter inspected
- 1 Meter replaced
- 7 Poles removed
- 10 Voltage check
- 1 Surge suppressor installed

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

- Conducted daily morning safety meetings.
- Conducted daily truck inspections.
- Trimmed limbs and vines from power lines and poles.
- Unloaded transformers and supplies when they come in.
- Inspect/locate ROW permits.
- Conduct warehouse inventory/order supplies.
- 613 N Magnolia., rise wire at weather-head.
- 541 N Palmetto Ave., reconnected power after building inspection.
- 1134 Houston St., connected new service for comcast, and disconnected old service.
- 232 Walnut St., securely fasten riser guard to the pole.
- 328 Ferris St., de-energized pot bank for repairs and re-energized.
- Chapman Substation., changed out 4/0 of cooper wire.
- 337 Cooks Ln., helped installed antenna at the lift station.
- City wide, installed 8 SCADA system boxes at 8 reclosures locations.
- 3408 Hwy 17, removed service for the fire department.
- 207 S Highland Ave., removed tree on service wires.
- 901 N Orange Ave., part power at the jail, re-fuse transformer.

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

08/02/2021 – Between 6:15 a.m. – 7:05 a.m., 1405 Heath Rd., transformer blown fuse, 1 customer affected.

08/2/2021 – Between 2:00 p.m. – 4:00 p.m., 840 St Johns Ave., vegetation in transformer blown fuse, 4 customer affected.

08/08/2021 – Between 8:00 p.m. – 10:45 p.m., Olive Circle, re-fuse and reset breakers at substation, 25 customers affected.

08/08/2021 – Between 9:30 p.m. – 11:28 p.m., Roslyn Ave., transformer went bad, it was replaced, 2 customers affected.

08/08/2021 – Between 8:00 a.m. – 12:00 p.m., 503 Highland Ave., , replaced transformer 6 customers affected.

08/08/2021 – Between 7:30 p.m. – 8:00 p.m., 512 Highland Ave., replaced transformer fuse, 3 customers affected.

08/9/2021 – Between 7:30 a.m. – 8:00 a.m., 512 Highland Ave., replaced transformer, 6 customers affected.

08/10/2021 – Between 7:15 p.m. – 8:45 p.m., 1504 Thomas St. & 608 Highland Ave., blown fuses replaced in overhead transformer, 6 customers affected.

08/17/2021 – Between 8:45 a.m. – 9:20 a.m., 1304 N Orange Ave., bird had blown 2 cutout fuses, 10 customers affected.

08/22/2021 – Between 9:10 p.m. – 10:50 p.m., 1462 River Ln., blown lateral fuse replaced, 6 customers affected.

08/25/2021 – Between 1:30 a.m. – 3:00 a.m., 501 St Johns Ave., removed tree limb from wires, 30 customers affected.

08/25/2021 – Between 5:30 p.m. – 6:30 p.m., 1504 Thomas St, blown transformer 25 KVA upgraded to 50 KVA, 4 customers affected.

08/28/2021 – Between 1:15 p.m. – 4:15 p.m., Chapman Substation, B phase eye bolt and riser pole burnt up, 2,500 customers affected.

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

NAME	SERVICE ADDRESS	KWH	AMOUNT
Clay County Jail	901 N. Orange Ave.	358,240	$33,890.80
St. Johns Landing	1408 N. Orange Ave.	314,960	$33,750.72
BD Of County Commissioner	825 N. Orange Ave.	258,400	$24,751.00
Winn Dixie Stores, Inc	3260 Hwy. 17 N.	209,000	$19,966.00
Kindred Health	801 Oak St.	195,200	$18,590.00
National Gypsum Company	1767 Wildwood Rd	142,400	$13,631.60
BD Of Public Instruction	2025 State Road 16	131,000	$13,641.00
Tamko Roofing Products	914 Hall Park Rd.	116,800	$13,501.20
Clay County Court House	825 N. Orange Ave.	115,200	$11,319.60
Governors Creek #436	803 Oak St.	106,400	$10,500.00
Clay County Driver's License	477 Houston St.	87,520	$ 8,955.60
City of Green Cove Springs	1277 Harbor Road	77,440	$ 7,102.00
BD Of Public Instruction	801 Center St.	72,320	$ 7,440.40
Garber Realty/GMC	3340 Highway 17	68,480	$ 7,038.00
City of Green Cove Springs	Set Street Lights	66,392	$ 7,315.12
Coral Ridge Foods	1165 N Orange Ave.	63,840	$ 6,299.60
VAC-CON	954 Hall Park Rd.	63,600	$ 6,559.20
Clay Port, Inc.	972 Bulkhead Rd	58,720	$ 5,932.64
BD Of Public Instruction	1 N Oakridge Ave	56,880	$ 6,273.20
Pegasus Technologies	932 Pilot Dr.	56,280	$ 6,011.00
Direct TV/AT&T Services Inc.	512 Center St.	55,840	$ 5,360.40
BD Of Public Instruction	608 Mill St.	55,360	$ 5,750.40
City of Green Cove Springs	925 S R 16 East South Wwtp	50,800	$ 4,902.80
BD Of Public Instruction	1220 Bonaventure Ave.	48,800	$ 4,946.80

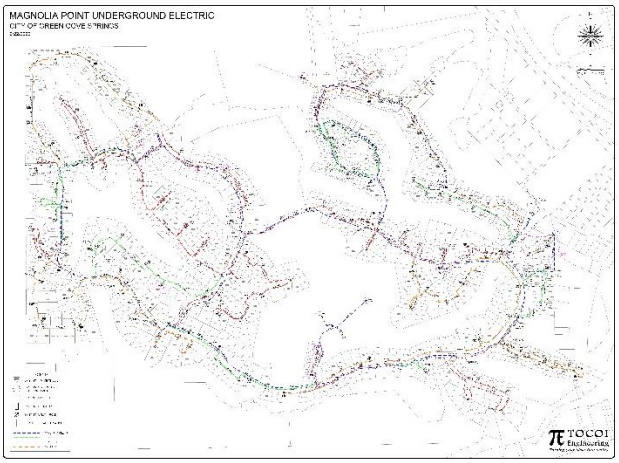
Electric Utility Department Capital Projects:

Pole top switch replacement

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

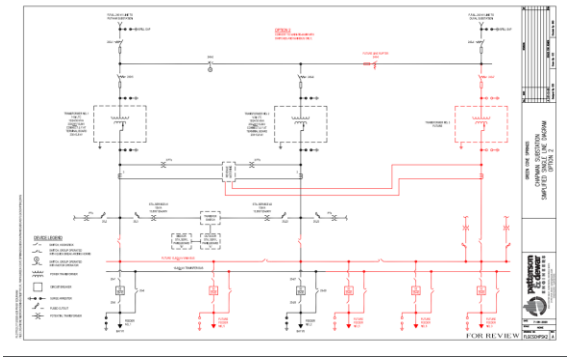
Magnolia Point Reconductor

This project has been reviewed by our new Electric Director and a local contractor and revised. The project will now focus on a brand new 3-phase backbone "ring" through the development with two feeds. This ring will be constructed as phase 1 utilizing a standing contract to bore in new 6" conduit for the entire ring and utilizing a contractor to pull in the new conductor and tie into the existing side feeds along the way. The re-design is now completed by our engineer. Conduit has been received and we are now waiting for the conductor for phase I to arrive (expected very soon). Work is expected to start in September 2021 with completion by Summer 2022.



Chapman Substation upgrade

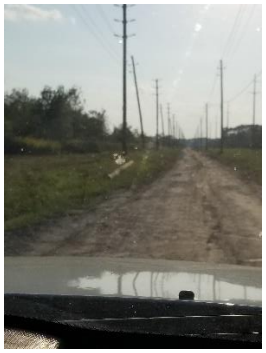
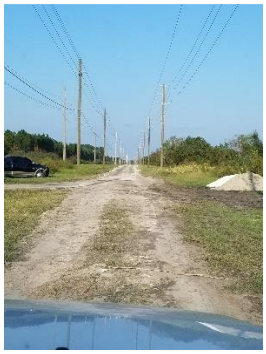
Patterson and Dewar is the City's engineering firm for this project. The transformer is now energized with load on it and we have started working on installing the new SCADA system on the older transformers. Patterson and Dewar have designed the rest of the improvements to the substation as well as SCADA to be installed throughout the system. Design is complete. The construction was awarded to Terry's Electric. They arrived on site the first week of January 2021 to begin work at the substation. The project should be complete in October 2021.



Chapman 3RD Circuit

IRBY Construction began September 21, 2020, and the **PROJECT IS NOW COMPLETE.**



Chapman 1 / Chapman 2

Express circuit feed project of Chapman 1 to north of Governors Creek (a.k.a. **Magnolia Point Third Feed**) and Chapman 2 extension to Harbor Rd project have been combined to balance future load requirements north of Governors Creek and to supply additional restoration procedure options involving electric outages north of Governors Creek. Conductor had been installed on Roberts St. for Chapman 1 alternate path. City crews are now working on additional new line on south right of way that will enable Reynolds Park load to be transferred from Chapman 1 circuit to Chapman 2. Materials for this portion of the project are being funded by a DEO Grant. **PROJECT IS NOW COMPLETE.**

Houston St. re-conductor

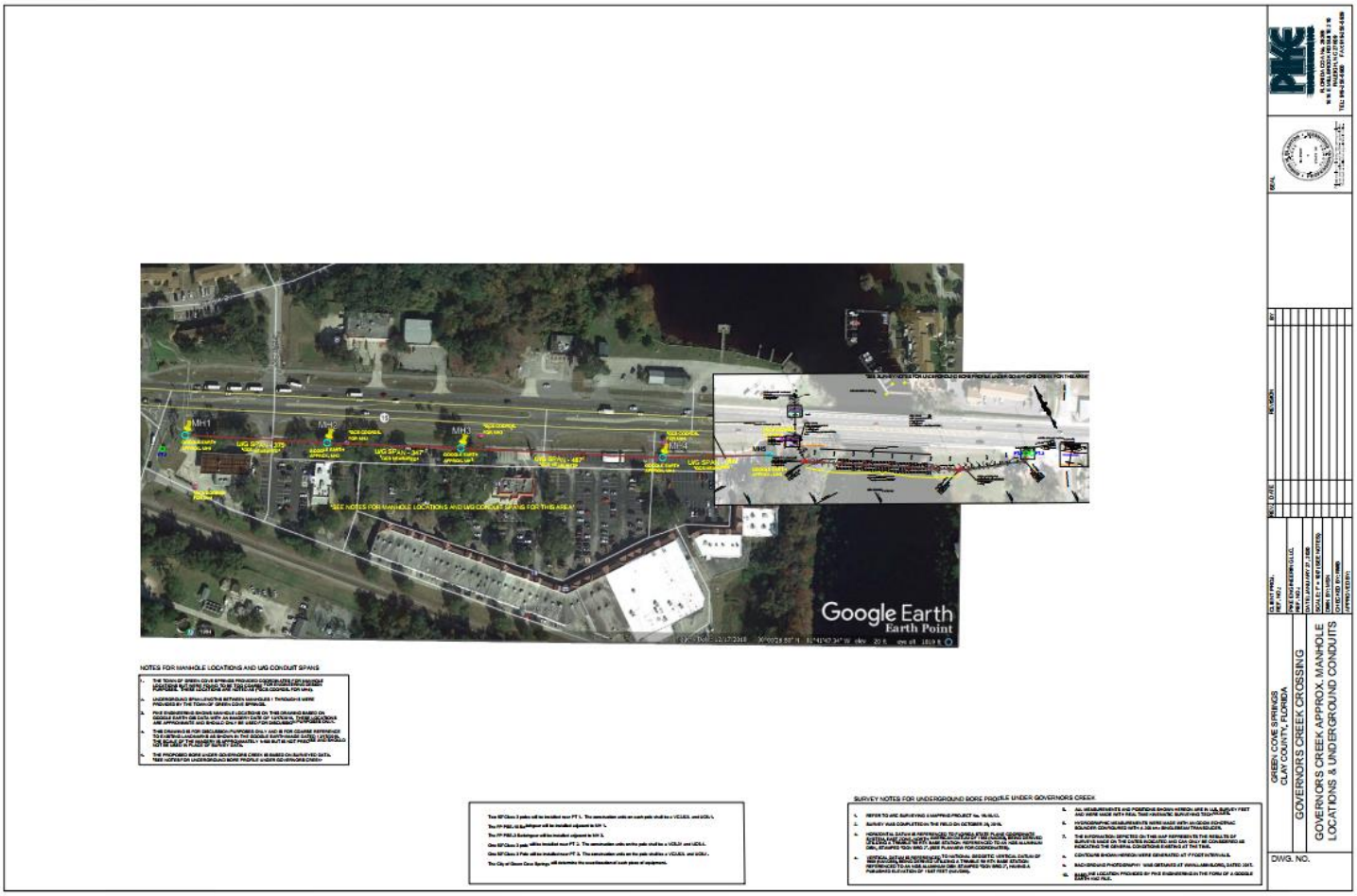
Planning for the reconductoring of Chapman 2 with 477 AAC from Martin Luther King Blvd. to Palmetto Ave. has begun. This will support a second circuit extending north of Governors Creek for restoration involving Magnolia Point, provide an alternate tie between Chapman 1 and Chapman 2 (was not possible before due to conductor size) and support AMMCON, PASS and other future expansion north of Governors Creek. Materials for this project are being funded by a DEO Grant. **PROJECT IS NOW COMPLETE.**

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

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

Governors Creek Hardening Project

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



North and South Substation Improvements

North and South substation sub-station upgrades have begun with directional bore designs completed to install URD 23KV feeds to substation transformers eliminating the possibility of catastrophic failure in the event of lightning or material failure which could cause conductor to fall into existing bus work.

CITY OF GREEN COVE SPRINGS POLICE DEPARTMENT

Derek S. Asdot, Chief of Police ▪ 1001 Idlewild Avenue ▪ Green Cove Springs, FL 32043 ▪ Main (904) 297-7300 ▪ Fax (904) 284-1436

The following is the official summary of activity conducted by members of the Green Cove Springs Police Department for the month of August 2021:

Total # Calls for Service: **1018**
Total # Arrests: **28**
Total # Traffic Stops: **591** Total # Citations: **168** % Citations to stops: **28%**
Total # Building and business security checks: **1877**
Total # Police Related Services: **5108**
Response Times: Priority 1: **3M08sec** Priority 2: **41 sec** Priority 3: **3M50sec**
Dispatch Phone Communication: 911 calls: **390** Non-Emergency calls: **341** Walk-In: **16**

Marine Enforcement: Marine enforcement was conducted on the following dates.
None

Security at City Hall: (City Overtime)
8/3/21 City Council: Sgt. Perry
8/17/21 City council: Ofc. Lee
8/24/21 Planning and Zoning Mtg: Patrol Officer pulled from road
8/26/21 Planning and Zoning Mtg: Patrol Officer pulled from road

Total Overtime Hours: 8 hrs

Red Light Camera Program:
Video Review:
Ofc. Gann reviewed 1012 violations, approved 919 and rejected 93.
Sgt. Luedtke reviewed 42 violations, approved 37 and rejected 5.

Total violations reviewed for the month: **1054** Approval Rating: **90.70%**
Total hours reviewing video: **18.32**

Traffic complaints received/completed:

		# Officers	# Times	# Traffic	# Traffic	Complete
Location	**Issue**	**Assigned**	**Addressed**	**Stops**	**Citations**	**Y/N**
Charles Bennet School Zone	Speeding	5	12	7	1	Y
Operation "Roadrunner"	Speeding	6	42	35	15	Y
Canyon/Medinah	moved Stop sign/stop bar to					
	increase compliance and					
	safety					

** *When evaluating traffic complaints, low numbers of stops/citations are a good indication that the issue may not be as prevalent as the citizen believes.*

Individual Officer Initiative:

Sergeant Luedtke:

Traffic Enforcement:
T-Stops: 28 # Citations: 8 # Warnings: 5 Parking Enf: 1 Accident Rep: 3
Calls for Service: 66 Property/Business Checks: 261
Arrests: 2
2021001436 Domestic Battery
2021001504 Possession of Meth

Problem Oriented Policing:

- 1208 North St: Narcotics related house with no electricity still occupied. Contacted Code Enforcement.
- Assisted in completing a Search Warrant and locating a firearm.

Community Involvement:

- Spoke to a child for several hours whose father was arrested and DCF was placing him into Foster Care. Also bought the juvenile breakfast.
- Played football with kids at PAL.
- Talked to several community members on the pier during shrimping season on several occasions.

Other Significant Accomplishments:

- Assisted with UCR
- Maintain the Sex Offender update
- I monitor the boat slip pay and ensure there are envelopes for payment
- Conducted FTO with Ofc. Millikin
- Trained with shift on Case Law and Policy

Officer: Camp

Traffic Enforcement:
T-Stops: 37 # Citations: 7 # Warnings: 1 Parking Enf: 0 Accident Rep: 1
Calls for Service: 69 Property/Business Checks: 108
Arrests: 10
2021001352 Trespass
2021001390 DUI
2021001438 DV Bat
2021001479 Armed-Robbery
2021001486 Possession Methamphetamine
2021001502 Disorderly Intox
2021001503 FTA
2021001505 VOP
2021001514 HTO
2021001544 DUI

Problem Oriented Policing:

- 1289 Harbor Rd: PD needs new gate code

Community Involvement:

- Handed out Junior Police stickers to kids in Mag West Community

Other Significant Accomplishments:

- Field Training of Ofc. Millikin

Officer: Shiller

Traffic Enforcement:
T-Stops: 37 # Citations: 8 # Warnings: 5 Parking Enf: 0 Accident Rep: 2
Calls for Service: 63 Property/Business Checks: 175
Arrests: 0
Problem Oriented Policing:

- Collected and dispose of several signs for advertisement on city right of way in violation of city ordinance.

Community Involvement:

- Foot patrol in Spring Park. Talked to citizens about issues in GCS

Other Significant Accomplishments:

- Partial month for Ofc. Shiller

Sergeant Hess:

Traffic Enforcement:
T-Stops: 15 # Citations: 4 # Warnings: 1 Parking Enf: 0 Accident Rep: 0
Calls for Service: 46 Property/Business Checks: 250
Arrests: 0
Problem Oriented Policing:

- Traffic pad at Ferris/Orange not working. Generated problem report to signal maintenance

Community Involvement:

- None noted

Other Significant Accomplishments:

- Maintained antique vehicle

Officer Morando:

Traffic Enforcement:
T-Stops: 104 # Citations: 54 # Warnings: 10 Parking Enf: 0 Accident Rep: 2
Calls for Service: 65 Property/Business Checks: 295
Arrests: 4
2021-001333 Misuse 911
2021001339 FTA
2021001497 Poss. More than 20 grams marijuana
2021001527 Disorderly Intox
Problem Oriented Policing:

- Narcotics activity at 1208 North St

Community Involvement:

- Passed out sticker badges to children throughout community

Other Significant Accomplishments:

Officer:

Traffic Enforcement:
T-Stops: 0 # Citations: 0 # Warnings: 0 Parking Enf: 0 Accident Rep: 0
Calls for Service: 0 Property/Business Checks: 0
Arrests: 0
Problem Oriented Policing:
Community Involvement:
Other Significant Accomplishments:

- *This position currently vacant*

Sergeant Perry:

Traffic Enforcement:

T-Stops: 32 # Citations: 10 # Warnings: 9 Parking Enf: 0 Accident Rep: 0

Calls for Service: 80 Property/Business Checks: 135

Arrests: 6

2021001353 Civil Citation
2021001355 Battery - DV
2021001385 Warrant - Fugitive from Justice
2021001422 Warrant - Misuse of Computer
2021001508 Warrant - VOP
2021001548 Warrant – VOP

Problem Oriented Policing:

- 400-blk S. Magnolia Avenue: Posted two additional no trespass signs on property.
- Working with Officer Gann on fraud cases when needed and tried to pick up same subject after he obtained warrant.
- Participated in Operation "Roadrunner"

Community Involvement:

- Represented Department at Neptune Beach fallen officer funeral.
- I spoke with several parents in the school zone at Charles E. Bennett about using the proper drop off area for the children for safety reasons.
- We took photos with a local Doctor and his sports vehicle's, which were used on social media.

Other Significant Accomplishments:

- Working on NIBRS program.
- UCR
- Field Training Ofc. Mares

Officer Henderson:

Traffic Enforcement:

T-Stops: 33 # Citations: 10 # Warnings: 10 Parking Enf: 0 Accident Rep: 0

Calls for Service: 78 Property/Business Checks: 154

Arrests: 1

2021001327 Warrant VOP

Problem Oriented Policing:

- Ferris/Magnolia: Tree covering stop sign. PW problem report completed.
- Participated in Operation "Roadrunner."

Community Involvement:

- Attended the school supply give away for school resource officers.
- Coordinated an "evening of prayer" at the police department for Chief Asdot and the 13 U.S. Servicemembers killed in Afghanistan.

Other Significant Accomplishments:

Officer Newton:

Traffic Enforcement:

T-Stops: 23 # Citations: 12 # Warnings: 2 Parking Enf: 0 Accident Rep: 2

Calls for Service: 51 Property/Business Checks: 29

Arrests: 1

2021-001466 Domestic Battery by strangulation

Problem Oriented Policing:

- Participated in Operation "Roadrunner"

Community Involvement:

- I showed off the lights and siren of my police car to children on Cook's Lane.

Other Significant Accomplishments:

- Attended Field Training Officer school
- Attended Drugs and Narcotics Identification School
- Conducted Field Training for Ofc. Flynn

Sergeant Graham:

Traffic Enforcement:
T-Stops: 32 # Citations: 16 # Warnings: 5 Parking Enf: 0 Accident Rep: 3
Calls for Service: 63 Property/Business Checks: 51
Arrests: 0
Problem Oriented Policing:

- Collected and disposed of several signs for advertisement on city right of way in violation of city ordinance.
- Participated in Operation "Roadrunner"

Community Involvement:

- I have provided numerous children with police magnets, stickers, and Junior police badges when responding to calls.

Other Significant Accomplishments:

- Sgt. Graham conducted field training with Officer's Reichenback and Flynn
- *Sgt. Graham was out for an extended illness this month*

Officer Schauman:

Traffic Enforcement:
T-Stops: 37 # Citations: 20 # Warnings: 18 Parking Enf: 0 Accident Rep: 3
Calls for Service: 98 Property/Business Checks: 178
Arrests: 4
2021001529 Resist w/out violence
2021001489 Warrant-VOP
2021001396 Warrant-FTA
2021001384 Agg. Assault Deadly Weapon W/O Intent
Problem Oriented Policing:

- Participated in Operation "Roadrunner"
- Identified several street signs that were faded or covered in dirt that made them hard to read. Completed a work order for public works.

Community Involvement:

- Ofc. Schauman has been introducing himself to local businesses and citizens due to his being a new officer to the city.

Other Significant Accomplishments:

Officer:

Traffic Enforcement:
T-Stops: 0 # Citations: 0 # Warnings: 0 Parking Enf: 0 Accident Rep: 0
Calls for Service: 0 Property/Business Checks: 0
Arrests: 0
Problem Oriented Policing:
Community Involvement:
Other Significant Accomplishments:

- *This position currently vacant*

Officer Babcock and K-9 Grit:

Traffic Enforcement:
 # Traffic Stops: 41 # Citations: 1 # Warnings: 12 Parking Enf: 0 Accidents: 0
Calls for Service: 33 Property/Business Checks: 76
Arrests: 0
K-9 Activities:
 # Shifts Training: 10 Total Time Spent Training: 51 hrs
# of Apprehensions: 0
Mutual Aid Calls: 2
CCSO 3229 Highway 17 – Narcotics Search
CCSO 2434 Eloise Dr – Article Search
# of K-9 Searches: 7 # Finds: 2 # No Finds: 5
Narcotics Detection Log:
2021-001330 Fentanyl mixed with Heroin
2021-001555 Trace amount of Meth
K-9 Demonstrations: 0
P.O.P. Project:

- Worked several patrol shifts without Grit

Community Involvement:

- On two occasions spent own money and provided Grit stuffed toys to kids at Spring Park
- Showed off Grit and K-9 equipment to children at FTF

Other Significant Accomplishments:

Part Time Officers:

Officer Gann:

(Responsible for Red Light Camera Program)
 # Hrs Worked: 128
Arrests: 1
2021001552 Simple Battery
Other Significant Accomplishments:

- Reviewed RLC video and issued citations
- Worked several patrol shifts
- Ofc. Gann volunteered to become the primary officer investigating a complex Organized Scheme to Defraud Case. Ofc. Gann was able to secure an arrest warrant for the suspect.

Officer Reese:

 # Hours Worked: 28
Traffic Enforcement:
 # Traffic Stops: 3 # Citations: 0 # Warnings: 0 Parking Enf: 0 Accidents: 0
Calls for Service: 22 Property/Business Checks: 10
Arrests: 0
Community Involvement/ POP:
Other Significant Accomplishments:

Officer Hickman:

 # Hours Worked: 36
Traffic Enforcement:
 # Traffic Stops: 30 # Citations: 9 # Warnings: 3 Parking Enf: 0 Accidents: 0
Calls for Service: 14 Property/Business Checks: 12
Arrests: 0
Community Involvement/ POP:

- Handed out Jr Officer badges to kids at FTF

Other Significant Accomplishments:

School Resource Officers:

Officer: Lee (Junior High School)

Incidents at School:

- A student was found to have a knife at school and possibly made threats to stab someone. The student was suspended and referred to the School Board for further placement. #2021001425
- A student showed up to school that was reported missing by the Sheriff's Office. There was also a battery that may have occurred in the home that the SO took a report on as well. #2021001550
- A student brought a spent .308 shell casing to school and other students saw it and became alarmed. After speaking with the student, it was determined it was a mistake and no ill intent was found.
- There was an incident that occurred in the lunchroom where I was asked to have a student move to his assigned seat. The student became aggressive and "squared off" to me. The student was removed by Admin and suspended for the incident.
- Grandparents of a student came to the school to meet with me. They informed me of some things that was going on at home that included possible mental abuse and that the child may be cutting themselves. Due to the student living outside of the city limits, the grandparents and the school counselor called the DCF hotline. DCF responded and met with the student and mother here at the school and determined it was safe for the student to return home.

Cases Worked: 2
2021001425 Information
2021001550 Runaway recovery
Safety Issues/Intelligence:
Other Significant Accomplishments:

Officer Rulon: (Charles E Bennet Elementary)

Incidents at School:

- Student passed out on the playground. Recue responded
- A student reported a sexual assault to me that occurred a few years ago. It occurred outside of city limits and the Sheriff's Office was contacted.
- We had a missing student from campus. The 6th grade student did not go home the proper way. He was located on the bus.
- A teacher reported that her cell phone was stolen. I was able to find her on camera carrying it around campus. She misplaced it and it was later located.
- I did a wellbeing check on a student's guardian who was over an hour late picking up her student. The guardian was sleeping.
- There was some arguing at Dad's auto due to a parent trying to drop of their child at the auto shop.

Cases Worked:
2021-001549 A teacher dragged a student by his foot
Safety Issues/Intelligence:
Other Significant Accomplishments:

Officers in Field Training:

Part Time Officer Reichenback
Full Time Officer Mares
Full Time Officer Milliken

SIGNIFICANT OFFICER ACTIVITY D.E.A. TASK FORCE

Detective: Carpenter

Green Cove Narcotics Cases: 4
2019002237 – Ongoing Methamphetamine investigation
2021001012 - GCSPD/DEA Crack Cocaine
2021001119 – GCSPD/DEA Crack Cocaine
2021-00041 – GCSPD DEA/GCSPD – Methamphetamine DTO investigation
DEA Cases: 3
GCSPD/DEA – Ongoing Methamphetamine investigation.
DEA/GCSPD – Methamphetamine DTO investigation
DEA/GCSPD – Heroin/Fentanyl investigation
Narcotic Investigations/Cases Outside of City/County: 4
Ongoing GCSPD/DEA Methamphetamine investigation.
DEA – Methamphetamine DTO investigation
DEA – Fentanyl, Heroin, Methamphetamine
GCSPD/DEA JDO / DEA OCALA, Methamphetamine
Seizures:
$25,000 cash
1 Kg Methamphetamine
2 KG Fentanyl
0 lbs Marijuana
3 gr Crack Cocaine
6 KG Cocaine
100 Oxycodone pills
Significant events:
0 trash pull
15+ hours surveillance
2 jail interviews
0 confidential informant cultivated
0 JIA Interdiction
2 search warrants completed

SIGNIFICANT DETECTIVE ACTIVITY

Detective Patterson:

 # Open Cases: 9
 # Cases Cleared by Arrest: 0
Total # Cleared Cases for Month: 0
Significant Case Developments:

2021000295 Working with Oklahoma and private attorney to resolve case.
2020002360 Murder case. Submitted two additional arrest warrants for outstanding subjects
2021001165 Received results from FDLE, plan to submit an arrest warrant

Background Investigations:

0 Officer Completed
1 Officer in Progress
0 Dispatcher Completed
0 Dispatcher in Progress

Internal Affairs Investigations

- Completed 4 internal administrative investigations

Significant Accomplishments:

Detective Vineyard:

 # Open Cases: 6
 # Cases Cleared by Arrest: 0
Total # Cleared Cases for Month: 0
Significant Case Developments:

1989-010590 Missing Persons
2020-000826 Lewd
2021-000076 Lewd
2021-000242 2 Warrants outstanding
2021-000562 Lewd
2021-001590 Death

Significant Accomplishments:

Significant Evidence Custodian Activity

Evidence Technician Barton

- Barcoded Items: 60 Items
- Destroyed Items: 0 Items
- To FDLE: 4 Items
- Return from FDLE: 7 Items
- Assisted SAO: 0 cases
- Returned to Owners: 7 cases
- Conducted monthly narcotics training aids inspection with Cmdr. Hines

City of Green Cove Springs
(904) 297-7500 321 Walnut Street Green Cove Springs, FL 32043
Florida Relay – Dial 7-1-1 www.greencovesprings.com

MEMORANDUM

To: Steve Kennedy, City Manager

From: Development Services Department

Date: September 1, 2021

Subject: Monthly Planning, Code Enforcement and Building Report for August, 2021

PLANNING

In August, Eisman & Russo (professional office, engineer) received a business tax receipt for 1403 Idlewild Ave, Value Pound Store (retail store) received one for 1433 S Orange Avenue, Vetted Security Solutions (a satellite office for meetings) received one for 401 Bay St, and Woody's located at 1301 N Orange Ave St 103 change to a new owner, KHM Bar B Q LLC. Total Business Tax Revenue for August was $760.

During the month of August, Staff worked on:

- Final readings for the Gustafson property, 016515-000-00, ordinances and mandated notice requirements for the annexation and future land use amendment.
- Mailed all Business Tax Renewals with instructions for online payment.
- Comprehensive Plan 2045, drafting GOPs.
- Planning & Zoning Board review of a Future Land Use Amendment and Rezoning application for a property which fronts Cooks Lane and is being proposed for a multi-family development.
- Two minor subdivisions, one on Roberts St and one on Houston St, which will result in the construction of a total of five single family homes upon completion.

Revenues for Planning related fees for August were $2,583.80.

CODE ENFORCEMENT

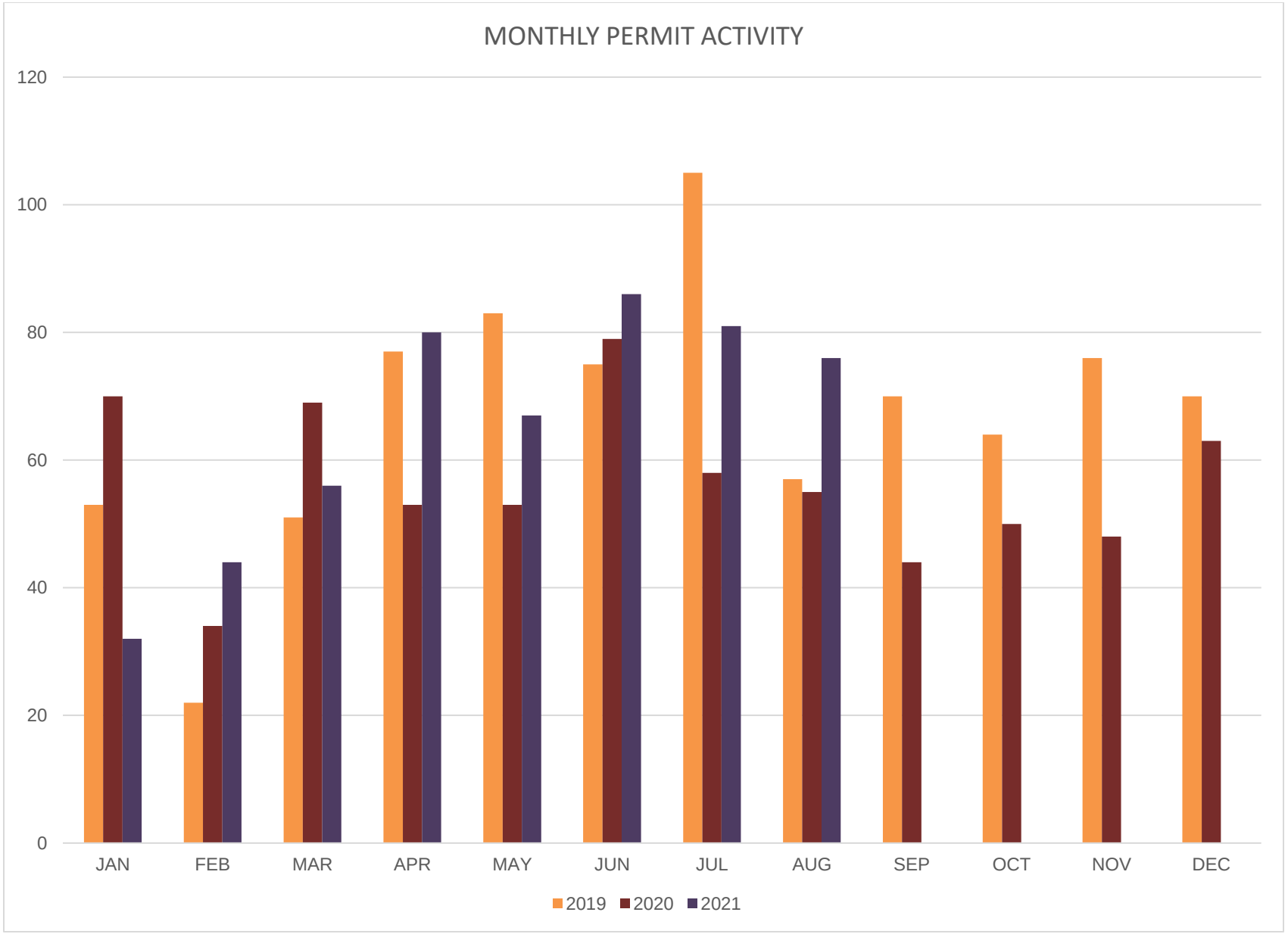
In August there were 5 new Enforcement complaints filed. Voluntary compliance was achieved for 4 cases resulting in case closure. The City received $30.00 in Code Enforcement fines for Special Magistrate orders previously issued. For Fiscal Year 2020-2021, Code Enforcement has collected $16,270.02 Code Enforcement fines.

BUILDING

Building permit activity decreased from July to August. The total number of building permits issued in August was 76 compared to 81 in July. Permit activity for August 2021 increased by 38.2% from August 2020.

Revenues for Building related fees for August were $31,767.50.

2021 PERMIT SUMMARY	
NEW HOUSES	**August**
MAGNOLIA POINT:	0
MAGNOLIA WEST:	0
CORE CITY:	0
CONDOS:	0
COMMERCIAL ACTIVITY	**August**
BUILDING (NEW)	3
OTHER PERMIT ACTIVITY	**August**
ADDITION - COMMERCIAL	1
ADDITION - RESIDENTIAL	2
REMODEL - COMMERCIAL	2
REMODEL - RESIDENTIAL	0
SCREEN ROOMS:	0
SHIP PROGRAM:	0
SIGNS:	0
POOLS:	0
RE-ROOFING:	13
GARAGE/SHED:	0
OTHER PERMITS:	55
TOTAL PERMITS ISSUED	76


MONTHLY PERMIT ACTIVITY
120
100
80
60
40
20
0
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
2019
2020
2021

Public Works
Monthly Executive Summary
August 2021

Street Department

During the month of August, the Street Department has been busy as beavers repairing potholes and sinkholes throughout Cove Life. We had **7.01** inches of rain this month.

- Clean storm drains City Wide.
- Setup for Food Truck Friday August 13th.
- 1 Silt fence inspections.
- Street Sign Maintenance.
- Classroom Renovation.

The Street Department completed 66 additional work orders that pertained to street and stormwater issues.

Parks Department

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

- Monthly playground equipment inspection and necessary repairs.
- Clean storm drains City Wide.
- Cleaned the pool 4 times.
- Prepared the Park for Food Truck Friday August 13th.

The Parks Department completed 3 additional work orders outside of their normal daily work schedules**.**

Equipment Maintenance

The Equipment Maintenance Shop, as always, works hard to keep the equipment and vehicles going so the city can continue to provide our citizens with the exceptional service they are accustomed to. During the month of August, Danny, John and Donald completed 93 work orders.

Tradesworker

During the month of August, 29 work orders were completed.

Solid Waste Department

Cove Life, Litter Cleanup Program & New Services:

- Picked up everything around the rollout cans including large piles of furniture and trash.
- Picked up as much loose trash, palm fronds, and sticks as possible on the streets, along the R.O.W. and ditches regardless of if it is near a container or not.
- Delivered 2 trash cans and 2 recycle bins to new customers.
- Delivered 10 blue recycle bins to current customers.
- Repaired 10 trash cans.
- Replaced 12 trash cans.

This month, the City collected:

- **363.02** tons of Class I garbage (7.54% increase)
- **15.70** tons of recycling (26.90% decrease)
- **114.98** tons of yard waste (1% increase)
- **Street Sweepings 6.34**

For comparison during August 2020, the City collected:

- **337.55** tons of Class I garbage
- **19.93** tons of recycling
- **113.68** tons of yard waste

Water/Wastewater

- W/WW crews/management had personal interaction with several citizens regarding water/sewer issues.
- Contacted all customers on water and irrigation "Highest Users" report that had unusual consumption (not usually on report)
- Staff continues to refine the scope and financials of the consolidated AWWTP, expanded reclaimed water system, wastewater collection system improvements and water system capital improvements to obtain maximum grant potential, optimize loan conditions and minimize impact to customers.
- W/WW/RW Projects;
    - Design of the improvements to the city's wastewater treatment system (all phases) is complete. In order to maximize grant opportunities, the initial construction phase was split into two pieces, for a total of four phases;
        - Phase I is construction of the on-site reclaimed water system (storage tanks, high service pumps, electrical) at the existing Harbor Road Facility, and rehabilitation of Master Lift Stations #2 and #4. This phase went out to bid in January in two parts – plant reclaimed water improvements & lift station #2 & #4. **Construction was completed in June 2020**. The total Phase I cost is $6,120,600. Staff received $4,063,425.00 in "Principal Forgiveness" (grant) from FDEP (SRF).
        - Phase II:
            - Construction of the new 1.25 million gallon per day (MGD) advanced wastewater treatment plant (AWWTP) at the Harbor Road site.
              Contractor Mobilized and Construction in Progress

        - Phase III:
            - A new force main from Lift Station #2 diverting the sewage from the South Plant to Harbor Road (all sewage generated in the City will be treated at the new Harbor Road AWWTP).
            - Decommissioning and "mothballing" of the South Wastewater Treatment Plant. The permit will remain in place and the plant could be re-commissioned at a later date depending on future activities at the Reynolds site.
        - Phase IV (future – determined by growth) is a second identical 1.25 MGD AWWTP built at the Harbor Road site.
        - Phase V (future – determined by growth) is a third identical 1.25 MGD AWWTP built at the Harbor Road site.
    - Sanitary Sewer Evaluation Survey (SSES) of the Core City wastewater collection system is **complete**, including Mittauer final report. Staff utilizes this data daily in evaluating collection system repairs and requests for sewer connections.
    - Continuing to work with FDOT on utility relocations associated with the First Coast Expressway.
    - Updated Water Rate Study **complete**.
- Staff and Mittauer have completed a full review of the future capital needs of the water system. A comprehensive capital improvement program (CIP) has been developed as part of the Water Master Plan. As in the past, the timing of many of these improvements is driven by future activities in Reynolds Industrial Park. The city has received an FDEP – SRF loan for Planning and Engineering of several of the CIP improvements so that as the need for the improvements occur, the City is ahead of the game and can apply very quickly to SRF for actual construction dollars as "shovel-ready" projects. The total design project cost is $356,800.00, with a $178,400.00 (50%) principal forgiveness (grant), leaving an actual loan of $180,100.00.
- Reynolds Water System Improvements: In May 2020 the City awarded construction of the upgrades to the system to General Underground. The system improvements include;
    - New water mains along two primary streets to remedy fire hydrants that are inadequate.
    - New 12" water main crossing under SR 16 to replace aging mains that endanger the integrity of the road. This will eliminate four existing crossings.
    - New water main along Red Bay Road to eliminate existing aging and leaking pipes. In addition will remedy fire hydrants that are inadequate.
    - New water main and sewer force main extension from Reynolds Park to and across the MOBRO complex. This extension is designed to supply water, fire protection & sewer needs to MOBRO and future developments to the east.
        - This project was completed in May **of 2021.**
- The City has received grants from the State of Florida Hazard Mitigation Grant Program (HMGP) to install auxiliary generators at 17 sewage lift stations, and install generators / raise infrastructure at four additional stations. The grant funds 75% of the improvements. This project is underway.
- Continued remediation of malfunctioning or out-of-service hydrants.
- Operated and maintained the Harbor Rd. and South Wastewater Treatment Plants as well as the Harbor Rd. and Reynolds Water Treatment Plants to meet the requirements of Regulatory Agencies.
- Continued to make process control adjustments at the Harbor Rd. and South WWTP in efforts to further lower Total Nitrogen and Total Phosphorus levels being discharged to the St. Johns River.
- Continued landscape maintenance at Water and Wastewater Treatment Facilities as well as lift stations.

- Continued preventative maintenance on all treatment facility generators.
- Completed 8 new services.
- Completed 67 water related work orders.
- Completed 32 sewer related work orders.
- Responded to 140 utilities locate requests.

TOP 10 WATER CUSTOMERS August 2021

Largest (By Consumption)

Rank	CONSUMER
1	Sheriff's Department
2	Kindred Health
3	Garden Highway SE LLC
4	Julie Raymer
5	Charlotte Wertz
6	Governor Creek#436
7	Clay County Court house
8	Donald Clark
9	Holland Marine, Inc
10	Springs Coin Laundry

Largest (By Dollar Amount)

Rank	CONSUMER
1	Sheriff's Department
2	Garden Highway SE LLC
3	Kindred Health
4	Julie Raymer
5	Governors Creek#436
6	Clay County Court House
7	Charlotte Wertz
8	Holland Marine Inc
9	Garden Highway SE LLC
10	Springs Coin Laundry

TOP 10 IRRIGATION CUSTOMERS August 2021

Largest (By Consumption)

Rank	CONSUMER
1	Magnolia Point Investments
2	Clay County Court House
3	National Gypsum Company
4	Vallencourt Construction
5	Sheriff's Department
6	AMH Development Non Res
7	Clay Theater Events LLC
8	Jeffrey Schoen
9	Troy Lampe
10	Bao Jin Chin &Fang Z Ye

Largest (By Dollar Amount)

Rank	CONSUMER
1	Magnolia Point Investments
2	Clay County Court House
3	National Gypsum Company
4	Vallencourt Construction
5	Sheriff's Department
6	AMH Development Non Res
7	Troy Lampe
8	Clay Theater Events LLC
9	Jeffrey Schoen
10	Bao Jin Chin & Fang Z Ye

TOP 10 SEWER CUSTOMERS August 2021

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	St. John's Landing	1	St. John's Landing
2	Sheriff's Department	2	Sheriff's Department
3	Kindred Health	3	Garden Highway SE LLC
4	Garden Highway SE LLC	4	Kindred Health
5	Julie Raymer	5	Governors Creek #436
6	Governors Creek #436	6	Clay County Court House
7	Clay County Court House	7	Holland Marine, INC
8	Donald Clark	8	Spring Coin Laundry
9	Holland Marine, INC	9	Garber Realty /GMC
10	Springs Coin Laundry	10	A-1 Stone World INC

Wastewater Plant Capacity Status

South Plant: TMDL Capacity 0.350 MGD*,

- Current Loading 0.295 MGD*, 80% Capacity (July 2021 Annual Average)
- Current & Committed (.033) Loading 0.324 MGD*, 88% Capacity
- Current, Committed & Requested (0) Loading 0.324 MGD*, 88% Capacity

Harbor Road: TMDL Capacity 0.650 MGD*

- Current Loading 0.516 MGD*, 79% Capacity (July 2021 Annual Average)
- Current & Committed (.092) Loading 0.608 MGD*, 93% Capacity
- Current, Committed & Requested (0) Loading 0.608 MGD*, 93% Capacity

*MGD = Million Gallons per Day

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