

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, AUGUST 06, 2024 – 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 Looney, Doxa Church**

Roll Call

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

AWARDS & RECOGNITION

1. Presentation of a check from the Northeast Florida League of Cities to the First Presbyterian Church on behalf of Boy Scout Troop 577. **Mayor Kelley**
2. Presentation of a check from the Northeast Florida League of Cities to the Friends of Augusta Savage Arts & Community Center. **Mayor Kelley**

PRESENTATIONS

3. FMPA - August 2024 **Bob Page**

PUBLIC HEARINGS

4. First reading of Ordinance O-17-2024 requesting a modification to the Rookery Planned Unit Development (PUD) regarding the percentages, types and design criteria of proposed housing units **Michael Daniels**
5. First Reading of Ordinance O-16-2024 - Request for rezoning of 24.22 acres of property located in the 4000 block of South US 17:
From: MUH, Mixed Use Highway To: C-2, General Commercial **Michael Daniels**
6. First Reading of Ordinance O-19-2024, requesting for closure of transportation connection between Grove Street and St Johns Avenue **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.

7. City Council approval of funding in the amount of \$72,225.00 for rehabilitation of Lift Station # 315 and \$88,500.00 for rehabilitation of lift Station # 316 for a grand total of \$160,725.00. **Scott Schultz**
8. City Council approval to standardize on Oakonite Cable for the Rookery Development, and funding in the amount of \$233,500.00 (includes \$11,400.00 refundable reel deposit) for Rookery Phase I cable and \$668,700.00 (includes \$51,300.00 refundable reel deposit) for Rookery Phase II. The developer is responsible for 66% of the funding. **Scott Schultz**
9. City Council approval of the Lineman Appreciation Day Proclamation. **Erin West**
10. City Council approval to add funding in the amount of \$953,000.00 to the Harbor Road WWTF Construction Loan WW100420, SG100421, to purchase a Centrisys trailer mounted centrifuge. **Scott Schultz**
11. City Council approval of Resolution No. R-11-2024 establishing standard operating procedures to implement the requirements set forth in Senate Bill 328, Live Local Amendment Act relating to Affordable Housing Regulations. **Michael Daniels**
12. City Council approval of Resolution No. R-12-2024, a resolution authorizing Amendment No. 8 to the FDOT Traffic Signal Maintenance and Compensation Agreement, Contract No. ARV47, for the period of July 1, 2023, through June 30, 2024 in the amount of \$41,007.00 and authorizing the City Manager to execute said Agreement. **Greg Bauer**
13. City Council approval of change order #1 to Kirby Development, Inc. for construction of the Julia Street Stormwater Improvement Project in the additive amount of \$61,767.30. **Greg Bauer**
14. City Council approval for Atlantic Pipe Services to perform CIPP and pressure grouting the Cove Subdivision in the amount of \$229,957.80. **Greg Bauer**
15. City Council approval of Pay Application #4- Walnut Street Improvements, to provide roadway, utility, pedestrian and streetscape improvements on Walnut St from Palmetto Ave to the River in the amount of \$532,539.38 to CGC, Inc. **Greg Bauer**
16. City Council Approve Pay Application #4 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$796,826.43. **Greg Bauer**
17. City Council Approve Change Order #2 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$4,226.82. **Greg Bauer**

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18. City Council approval of Minutes. *Erin West*
Regular Session: 6/4/2024
19. City Council approval of the Sawcross (Tender Contractor) Pay Request #3, in the amount of \$367,650.00, for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420. *Scott Schultz*
20. City Council approval of the Patriot Day Proclamation. *Erin West*
21. City Council approval of Change Order #2 to contract with CGC, Inc for Walnut Street Improvements in the additive amount of \$14,873.00, bringing the total contract amount to \$3,219,852.00. *Mike Null*

COUNCIL BUSINESS

22. Award of Bid 2024-04 for the River House Renovation *Michael Daniels*
23. City Council approval of appointments to the 2024 Charter Review Committee. *Erin West*
24. City Council Meeting Time Update. *Heather Fincher*
25. City Manager & City Attorney Reports / Correspondence
26. 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: City Council **MEETING DATE:** August 6, 2024

FROM: Gabriel Barro, Planning and Zoning

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

PROPERTY DESCRIPTION

APPLICANT: Ellen Avery-Smith,
Rogers Towers P.A. **OWNERS:** Rookery Investors LLC
ADJ Rookery LLC
DR Horton Inc Jacksonville

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

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

FILE NUMBER: MOD-24-001

CURRENT ZONING: Planned Unit Development

FUTURE LAND USE DESIGNATION: Neighborhood

SURROUNDING LAND USE

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

BACKGROUND

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

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

DEVELOPMENT MODIFICATION

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

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

Existing

C. Residential Development

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

Proposed Revision:

C. Residential Development

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

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

3. Duplex Criteria

- a. Setbacks: The minimum building setbacks are as follows:
 1. A minimum of 50 feet from the right-of-way of County Road 15A and 20 feet from the primary internal access road labeled Jersey Avenue on the Conceptual Development Plan.
 2. Lot setbacks are: Front Yard: 20 feet from face of garage, 15 feet from front façade of house; 10 feet on corners (with no vehicular access from Corner front yard)
Rear: 10 feet
Side Yard: 5 feet from property lines, 0 feet for interior lots with common wall lines, minimum 10 feet of separation between buildings
- b. Building height: Buildings shall not exceed 35 feet in height.
- c. Minimum lot size: 1,800 square feet.
- d. Minimum lot width: 16 feet.
- e. Minimum home size: 1,200 square feet.
- f. Maximum impervious surface ratio: 40 percent for the Property (the entire PUD).
- g. Maximum lot coverage by buildings: 60 percent per lot.
- h. Density: There are approximately 561 acres designated for residential use within the Property. The Residential Low Density Future Land Use designation of the Property allows a maximum density of four (4) units per acre. The proposed density of 3.75 units per acre is consistent with the requirements for the Residential Low Density Future Land Use category set forth in the Green Cove Springs Comprehensive Plan.
- i. Parking: Each duplex unit will have two (2) parking spaces. Duplex units will have enclosed garages that are a minimum of 200 square feet (10 feet by 20 feet). Recreational vehicles, boats, and trailers shall not be parked in front yards, or in the minimum required side yards and shall be screened from view.
- j. Location Criteria: Duplex units cannot be located within the same development pod as single-family units. Duplex units and townhomes are permitted to be located within the same development pod. No single-family lot can be subdivided to allow for the development of two duplex units. City staff

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

CONSISTENCY WITH THE COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

Goal 1:

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

Objective 1.2

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

Policy 1.2.3

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

Policy 1.2.4

The City shall explore permitting new types of housing developments

TRANSPORTATION ELEMENT

Goal 2:

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

Objective 2.5

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

Policy 2.5.3

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

Policy 2.5.7

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

HOUSING ELEMENT

Goal 3:

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

Objective 3.1

The City shall foster the provision of dwelling units of various types, sizes, and costs to meet the housing needs of the current and future residents and residents with special housing needs

Policy 3.1.2

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

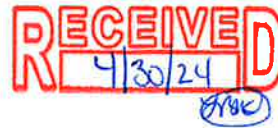
STAFF RECOMMENDATION

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

RECOMMENDED MOTION:

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

April 29, 2024



VIA OVERNIGHT MAIL

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

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

Dear Mr. Daniels:

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

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

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

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

We look forward to working with you on these applications.

Sincerely yours,

Ellen Avery-Smith

Michael Daniels
April 29, 2024
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Item #4.

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

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Rookery Planned Unit Development
(formerly Ayrshire)

City of Green Cove Springs, Florida

March 14, 2022 July 31, 2024

Team Roster**Owners:**

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

Applicant:

D.R. Horton, Inc. – Jacksonville, Rookery Investors LLC, ADJ Rookery LLC
~~Bob Porter, Anthony Sharp, John Gislason~~
4220 Race Track Road
St. Johns, Florida 32259
(904) 421-4612

Land Planning/Civil Engineering:

Dunn & Associates, Inc.
Vince Dunn, David Taylor
8647 Baypine Road, Suite 200
Jacksonville, Florida 32256
(904) 363-8916

Transportation:

Chindalur Traffic Solutions, Inc.
Rajesh Chindalur
8833 Perimeter Park Boulevard, Suite 103
Jacksonville, Florida 32216
(904) 619-3368

Legal:

Rogers Towers, P.A.
Ellen Avery-Smith, Esq.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
(904) 825-1615

Exhibit List:

Exhibit "A" – Legal Description of the Property
Exhibit "B" – Conceptual Development Plan
Exhibit "C" – Collector Road Typical Section
Exhibit "D" – Typical Landscape Plan

A. Development Summary

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

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

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

~~The Rookery PUD is consistent with the Residential Low Density Future Land Use Map (“FLUM”) designations for FLUM designation of the Property set forth in the City of Green Cove Springs Comprehensive Plan.~~

The Property is located east of County Road 15A, north and west of U.S. Highway 17 and south of the current corporate limits of Green Cove Springs. The City owns a vacant regional park site to the north of the Property. The rest of the Property is surrounded by industrial and residential lands, some of which are developed and others are vacant.

The ~~Applicant~~Owners will provide roads, utilities, parks and other infrastructure to serve the Property. A majority of the on-site wetlands will be preserved and set aside to enhance the natural attributes of the site.

Unless specified otherwise in this PUD text and the PUD ordinance approving the same, the project will comply with applicable provisions of the City of Green Cove Springs Land Development Code (the “Code”).

B. The Property

The Property includes approximately 560 acres. Wetlands will be delineated pursuant to requirements of the St. Johns River Water Management District (“District”) and Florida Department of Environmental Protection (“FDEP”), and

any proposed wetland impacts will be permitted by the District and Corps. A conceptual site plan for the Property is illustrated on the Conceptual Development Plan attached as **Exhibit "B"**.

C. Residential Development

The Property will include a maximum of 2,100 residential units, which will include single-family homes, duplexes and townhome dwellings.~~townhomes.~~ No more than 30 percent of the residential units will be townhomes, and no more than 10 percent of the residential units will be duplexes. Approximately 462 acres of the Property are developable.

The Property will also include parks and other recreational areas to serve the proposed residential development. Temporary construction offices and trailers, and essential services including roads, water, sewer, gas, telephone, stormwater management facilities, radio, television and electric and cellular communication towers will be permitted within residential portions of the project.

D. Non-residential Development

There will be no non-residential development within the Property except for uses ancillary to the residential development described in Section C hereof.

E. Site Development Criteria

~~1. Residential Criteria~~

a1. Single-Family Residential:

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

a1. A minimum of 50 feet from the right-of-way of County Road 15A and 20 feet from the primary internal access road labeled Jersey Avenue on the Conceptual Development Plan.

~~b.~~ 2. Lot setbacks are: Front Yard: 20 feet from face of garage, 15 feet from front facade of house; 10 feet on Corners (with no vehicular access from Corner front yard)

Rear Yard: 10 feet

Side Yard: 6.5 feet for 43-foot-wide lots; 5 feet for all other lots

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

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

4d. Minimum lot width: 43 feet. No more than 50 percent of lots within the Project will be 43 feet wide. All other lots will be a minimum of 50 feet wide.

- 5e. Minimum home size: 1,200 square feet.
- 6f. Maximum impervious surface ratio: 40 percent for the Property (the entire PUD).
- 7g. Maximum lot coverage by buildings: 60 percent per Lot.
- 8h. Density: There are approximately 560 acres designated for residential use within the Property. The Residential Low Density Future Land Use designation of the Property allows a maximum density of four (4) units per acre. The proposed density of 3.75 units per acre is consistent with the requirements for the Residential Low Density Future Land Use category set forth in the Green Cove Springs Comprehensive Plan.
- 9i. Parking: Each residence will have two (2) parking spaces. Single-family homes will have enclosed garages that are a minimum of 200 square feet (10 feet by 20 feet). Recreational vehicles, boats and trailers shall not be parked in front yards, or in the minimum required side yards and shall be screened from view. The Applicant Owners shall record a homeowners' association ("HOA") declaration of restrictive covenants against title to the Property that limits parking to one side of the street.

4.2. Townhome Criteria

- a. Setbacks: The minimum building setbacks are as follows:
1. A minimum of 50 feet from the right-of-way of County Road 15A and 20 feet from the primary internal access road labeled Jersey Avenue on the Conceptual Development Plan.
 2. Lot setbacks are: Front Yard: 15 feet
Rear Yard: 10 feet
Side Yard: 10 feet from property lines, 0 feet for interior lots with common wall lines, minimum 20 feet of separation between buildings
- b. Building height: Townhome buildings shall not exceed 45 feet in height.
- c. Minimum lot size: 1,200 square feet
- d. Minimum lot width: 15 feet.
- e. Maximum impervious surface ratio: 40 percent for the Property (the entire PUD).
- f. Maximum lot coverage by buildings: 75 percent per townhome parcel.
- g. Density. See Section E.1.a.7 for residential density calculation.
- h. Parking: Townhome units will have two (2) parking spaces per unit. The townhome area shall also include one (1) guest parking space for each four (4) dwelling units.

3. Duplex Criteria

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

1. A minimum of 50 feet from the right-of-way of County Road 15A and 20 feet from the primary internal access road labeled Jersey Avenue on the Conceptual Development Plan.

2. Lot setbacks are: Front Yard: 20 feet from face of garage, 15 feet from front facade of house; 10 feet on Corners (with no vehicular access from Corner front yard)

Rear Yard: 10 feet

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

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

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

d. Minimum lot width: 21 feet.

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

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

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

h. Density: There are approximately 561 acres designated for residential use within the Property. The Residential Low Density Future Land Use designation of the Property allows a maximum density of four (4) units per acre. The proposed density of 3.75 units per acre is consistent with the requirements for the Residential Low Density Future Land Use category set forth in the Green Cove Springs Comprehensive Plan.

i. Parking: Each duplex unit will have two (2) parking spaces. Duplex units will have enclosed garages that are a minimum of 200 square feet (10 feet by 20 feet). Recreational vehicles, boats and trailers shall not be parked in front yards, or in the minimum required side yards and shall be screened from view.

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

4. Signage. On-site signs shall be permitted within the Property. Project signage shall meet the applicable requirements of Code Sections 125-13 and 125-14 except as follows:

- a. At each project entrance along County Road 15A, Jersey Avenue, and U.S. 17, the ApplicantOwners shall be permitted either two (2) ground signs on each side of the entry road or one (1) two-sided ground sign on one side of the road. For example, if the ground sign is two-sided, it can be “rectangular” shaped with the sign display on each side or “V” shaped, where you can read the sign coming from either direction. The sign advertising display can be maximum of 32 square feet for each side of the sign for a total of 64 square feet, if the sign is two-sided. The square foot measurement will be based on the letters only, if the sign display is letters mounted to a wall. If the sign is a mounted panel, the square foot measurement will be based on the size of the panel. These signs will not exceed 12 feet in height with an architectural embellishment (i.e., a tower or column) that can exceed the sign height of 12 feet. Each sign will also be allowed to have an additional architectural enhancement, such as a water feature element (i.e., a fountain). At the roundabout, that is internal to the development, a sign with an architectural embellishment, such as a fountain, that relates to the roundabout geometrically, will be allowed. Other signs that can be included are neighborhood signs, community wayfinding signs, and street themed signs that enhance the development. The general locations of these signs will be depicted on applicable construction plans. Project signs may be lighted or illuminated. The ApplicantOwners may construct a fence, masonry wall or berm or install landscaping and/or vegetation (or provide a combination thereof) to compliment the entrance feature. Architectural embellishment, including but not limited to height, size and location, is subject to staff approval based on compatibility with the proposed development, roadway and surrounding properties related to each proposed sign.
- b. Construction and/or advertising signs shall be allowed as on-site temporary signs. Such signs must be removed within 30 days after the last unit is sold. The signs may be two (2) sided with each face limited to 16 square feet.
- c. Various locational, directional, model home and traffic control signs shall be allowed on site to direct traffic and for identification of sales offices, recreation areas, etc. Such signs will be a maximum of six (6) square feet in size.

G. Infrastructure

1. Drainage: A master stormwater management system shall be owned, constructed and maintained by a homeowners’ association (“HOA”) or a

community development district (“CDD”). The stormwater management system will be constructed in accordance with the requirements of the City of Green Cove Springs and the St. Johns River Water Management District, including the construction of pond sides that slope gently into the ponds for safety purposes. The City shall have no responsibility for the ownership, operation or maintenance of stormwater ponds located within the Property, and the HOA or CDD will assume responsibility for all issues related to maintenance and operation of such ponds. The HOA or CDD shall have the right, but not the obligation, to install fences around some or all stormwater ponds within the Property; provided, however, that if pond slopes exceed 4:1, the HOA or CDD will be required to install fencing around applicable ponds. Final HOA or CDD documents will be submitted with the final plat application. The conceptual master stormwater plan for the entire PUD shall be approved prior to the City’s approval of the first final plat.

2. Site Access: Vehicular access within the Property connects off-site to County Road 15A (aka South Oakridge Avenue) and U.S. Highway 17 in the locations depicted on the Conceptual Development Plan. The primary site access collector road will be constructed in accordance with the typical section attached as **Exhibit “C”**. In the event the primary site access collector road is not connected to U.S. Highway 17, the ApplicantOwners will provide an updated traffic study that removes the U.S. Highway 17 connection prior to the City’s approval of a plat containing the 231st lot within the Property. Following completion of such traffic study, the City and the ApplicantOwners will negotiate in good faith a transportation proportionate share agreement, pursuant to Section 163.3180(5)(h), Florida Statutes, to address roadway improvements needed to mitigate for project traffic impacts. Streets interior to the project shall be publicly dedicated. Traffic calming techniques, including but not limited to raised intersections, traffic circles and shared multi-modal spaces, will be encouraged. With respect to County Road 15A, subject to City approval, the ApplicantOwners will construct or pay for the construction of certain traffic calming modes, which may include but not limited to speed humps and crosswalks, to allow safe passage of school children across the street to Charles E. Bennett Elementary School. Such traffic calming devices shall be installed on the City-maintained portion of County Road 15A south of State Road 16. Until the internal primary site access collector road to U.S. Highway 17 is completed, the ApplicantOwners will also instruct its construction contractors and other tradespeople who drive commercial and other large vehicles to access the Project from the south, via U.S. Highway 17 and then north on County Road 15A. Following completion of the primary site access collector road, the ApplicantOwners will instruct its construction contractors and other tradespeople wo drive commercial and other large vehicles to access the Project from U.S. 17 either via the primary site access collector road or heading north on County Road 15A.

3. Pedestrian Circulation: An eight (8)-foot multi-use path shall be provided along one side of the primary access collector road from U.S. 17 (if the PUD is connected to U.S. 17) to County Road 15A (including east of the railroad track). No sidewalk shall be provided on the other side of such collector road. Internal project pedestrian circulation will be provided via sidewalks on one side of internal streets. No sidewalks will be provided on the other side of internal streets. Sidewalks shall be five (5) feet in width and shall be provided on one side of residential streets. Sidewalks will connect to all project park sites. Any sidewalks constructed along County Road 15A shall be six (6) feet in width, to the extent there is right-of-way adequate for six (6)-foot sidewalks.
4. Parks, Open Space and Recreational Facilities: The project will provide a minimum of five (5) acres of parks for every 1,000 residents, per Comprehensive Plan Policy 6.3.4. The project will be presumed to have 2.65 residents per unit for the purposes of calculating park requirements under this PUD. Based on this calculation, the project will provide a minimum of 27.825 acres of parks. The ~~Applicant~~, its Owners, their successors and assigns, will provide recreational facilities which may include an amenity center, swimming pool, playgrounds, tot lots, pickleball courts, dog parks, walking trails, multi-purpose trails and others to serve the community. The project will include an approximately ten (10)-acre passive park located adjacent to the large pond in the central portion of the Property that contains bird rookeries (the "Passive Park"). The Passive Park will be owned by a community development district and will be available for use by Rookery residents and members of the public. The Passive Park will contain walking trails and an observation tower overlooking the rookeries.
5. Solid Waste Collection:- Solid waste collection will be provided by the City.
6. Utilities: All utilities within the Project shall be underground, to the extent feasible. As part of the subdivision approval of this project, Rookery will extend Green Cove Springs water and wastewater facilities to the initial phase of the development. Subsequent phases will be served by CCUA once its new water and wastewater plants are completed. The ~~Applicant~~Owners will submit an underground electric layout for the project to the City for approval prior to final Construction Improvement Plan approval.
7. Transportation Systems: All transportation systems will comply with applicable provisions of City Code Chapter 113, Article II, Division 2, except for (a) the primary access collector road, for which the typical section is attached as Exhibit "C"; (b) roadways will be designed with a minimum 45-foot paved radius for cul-de-sacs, with a minimum 50 feet of right-of-way and with a ten (10)-foot utility easement; and (c) except as otherwise set forth in this PUD ordinance and its exhibits.

H. Buffering and Landscaping

1. Perimeter Buffer: A natural or landscaped buffer a minimum of 30 feet wide shall be located along the perimeters of the Property, except that the buffer along County Road 15A shall be 95 feet wide (will include existing electric and other utility easements and a minimum 20 feet of natural or landscaped area) and the buffer along the railroad line and adjacent to the property owned by Martin Marietta shall be 100 feet wide. The Applicant Owners will be permitted to construct sidewalks within the perimeter buffer, in the general locations depicted on the Conceptual Development Plan. Buffer areas will be owned and maintained by an HOA or CDD.
2. Landscaping. A typical landscape plan for the Property is attached hereto as Exhibit "D". Tree mitigation and landscaping will comply with applicable provisions of Code Chapter 113, Article VI. Street trees for all roadways, including the north side of Jersey Avenue, shall comply with applicable provisions of City Code Section 113-244. Parking lots that contain more than 10 parking spaces shall meet applicable landscape requirements of City Code Section 113-246. Parking areas with ten (10) or fewer spaces will be required to provide a minimum of one (1) canopy tree, as defined by City Code, a minimum of 2.5 inches diameter breast height ("dbh") at the time of planting, which will be planted in an area a minimum size of 200 square feet. Such tree shall be irrigated through the establishment period. The Applicant Owners will provide tree surveys for portions of the Property subject to development with the filing of construction plans for such areas. Such tree surveys shall show all existing trees 12 inches dbh or larger and shall detail which of such trees are proposed to be saved and removed. No tree surveys will be provided for areas of the Property that will remain undisturbed. A canopy tree of a minimum 2.5 inches dbh at the time of planting shall be planted on each single-family lot prior to the City's issuance of a certificate of occupancy. Such trees shall be irrigated through the establishment period.
3. Upland Buffers: An averaged 25-foot natural vegetative upland buffer shall be required and maintained between developed area and contiguous wetlands. The 25 feet shall be measured from the State jurisdictional wetland line.

I. Temporary Uses

Ten (10) percent of the homes within the PUD may be constructed as model homes with approved construction plans. The model homes may be built during construction of the infrastructure and may be used for sales, administration and construction offices. The City will not issue certificates of occupancy for model homes until related infrastructure construction has been completed; cleared for service and accepted by all permitting agencies, including the City. Parking for the model homes and sales offices will be located within the driveway or adjacent lot. Model homes will be required to meet applicable building code requirements

for business occupancy. Development of the site and construction of the improvements will require temporary uses such as construction trailers, sales offices, temporary signage and temporary access. Temporary construction and sales trailers will be removed no later than 30 days following the issuance of a certificate of occupancy for the last home constructed on the Property. The Applicant Owners shall be permitted to erect temporary on-site construction and real estate signage on the Property.

J. Accessory Uses

Standard residential accessory uses will be allowed within the residential building areas of the site, including but not limited to decks, swimming pools, patios, air conditioning units, walkways and sidewalks.

Accessory uses such as private garages/mother-in-law suites and storage buildings; home occupations in compliance with applicable provisions of City Code Section 117-789; model homes; guardhouses; air conditioning units and related heating/cooling units; swimming pools and pool equipment; fences, walls or hedges; gazebos and other open-air structures; boardwalks, docks, and other similar uses shall be permitted within the Property. Accessory uses shall comply with the applicable development criteria set forth in Section E of this PUD text.

The following criteria will apply to mother-in-law suites:

1. The unit shall be accessory to and on the same property as a single-family dwelling unit.
2. The unit shall be developed in conjunction with or after development of the principal dwelling unit and the owner of the property must reside within either the principal or the accessory dwelling unit.
3. Not more than one (1) accessory dwelling unit per single-family residential lot is permitted.
4. No accessory dwelling unit shall be sold separately from the principal dwelling unit. The accessory dwelling unit and the principal dwelling unit shall be located on a single lot or parcel, or on a combination of lots or parcels.
5. The air-conditioned floor area of the accessory dwelling unit shall not exceed 50 percent of the air-conditioned floor area of the principal structure, The accessory dwelling unit shall be no less than 200 square feet of air-conditioned floor area.
6. The unit shall meet the site development criteria specified in Section E of this PUD text.

7. The unit shall be designed so that the exterior façade material is similar in appearance (material and color) of the existing principal structure.
8. A minimum of one (1), but not more than two (2) parking spaces shall be provided for the accessory dwelling unit, in addition to the spaces required for the principal dwelling unit.
9. Construction of the accessory dwelling unit, in combination with all structures on the property, shall not cause the maximum lot coverage of this PUD to be exceeded.
10. The accessory dwelling unit shall be serviced by centralized water and wastewater.
11. An accessory dwelling unit shall be treated as a townhome unit for impact fees.

K. Project Phasing

The project will be constructed in one (1), 20-year phase. Construction will be commenced by 2024 and shall be completed by December 31, 2044. For purposes of this PUD, “commencement” shall mean securing approved construction drawings. “Completion” shall be defined as the installation of horizontal infrastructure and City approval of as-builts.

L. Ownership Agreement

The ~~Applicant~~Owners, on behalf of ~~itself~~themselves and ~~its~~their successors and assigns, hereby agrees and stipulates to proceed with the proposed development in accordance with the PUD ordinance for this application as adopted by the Green Cove Springs City Council. The ~~Applicant~~Owners also agrees to comply with all conditions and safeguards established by the City of Green Cove Springs with respect to this Planned Unit Development application.

Exhibit "A"**Legal Description of the Property**

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

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

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

of 25.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 88°46'45" West, 25.01 feet; Course 17, thence North 88°21'14" West, 61.78 feet; Course 18, thence North 19°49'14" West, 8.30 feet; Course 19, thence North 55°44'57" West, 30.16 feet; Course 20, thence South 67°18'10" West, 29.23 feet; Course 21, thence South 07°09'24" West, 17.00 feet; Course 22, thence North 88°21'14" West, 362.37 feet; Course 23, thence South 01°38'46" West, 5.00 feet; Course 24, thence North 88°21'14" West, 800.00 feet; Course 25, thence North 01°38'46" East, 10.00 feet; Course 26, thence North 88°21'14" West, 355.52 feet to a point lying on the Easterly right of way line of County Road 15A (South Oakridge Avenue), a 100 foot right of way as presently established; thence North 02°07'57" East, along said Easterly right of way line, 5150.65 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203, of said Public Records; thence Easterly along the Southerly and Southeasterly lines of last said lands the following 9 courses: Course 1, thence South 88°31'42" East, departing said Easterly right of way line, 282.59 feet; Course 2, thence North 21°17'17" East, 161.55 feet; Course 3, thence South 68°42'43" East, 287.10 feet; Course 4, thence South 58°52'43" East, 32.90 feet; Course 5, thence South 37°48'54" East, 22.40 feet; Course 6, thence North 70°53'31" East, 15.20 feet; Course 7, thence North 34°14'49" East, 52.23 feet; Course 8, thence South 88°17'22" East, 94.17 feet; Course 9, thence North 31°43'31" East, 427.82 feet to the Easterly most corner thereof; thence South 58°16'29" East, departing said Southeasterly line, 30.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 175.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 16°53'45", an arc length of 51.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 40°10'24" East, 51.42 feet; thence North 41°22'44" West, along a non-tangent line, 29.96 feet to a point on a non-tangent curve concave Southerly having a radius of 198.38 feet; thence Easterly along the arc of said curve, through a central angle of 47°45'50", an arc length of 165.38 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 73°41'49" East, 160.63 feet; thence South 05°22'04" West, along a non-tangent line, 24.76 feet to a point on a non-tangent curve concave Southwesterly having a radius of 175.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 67°09'24", an arc length of 205.12 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 51°03'13" East, 193.58 feet; thence South 77°07'44" East, along a non-tangent line, 945.04 feet; thence North 49°36'09" East, 172.16 feet; thence North 27°02'28" East, 20.00 feet; thence North 60°40'11" West, 35.15 feet; thence North 31°37'11" East, 86.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 120.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 87°21'29", an arc length of 182.96 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 63°04'27" East, 165.75 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 950.00 feet, through a central angle of 06°31'27", an arc length of 108.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 16°08'00" East, 108.12 feet; thence North 12°52'16" East, 174.12 feet to the point of curvature of a curve concave Easterly having a radius of 1250.00 feet; thence Northerly along the arc of said curve, through a central angle of 17°35'55", an arc length of 383.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 21°40'14" East, 382.43 feet; thence

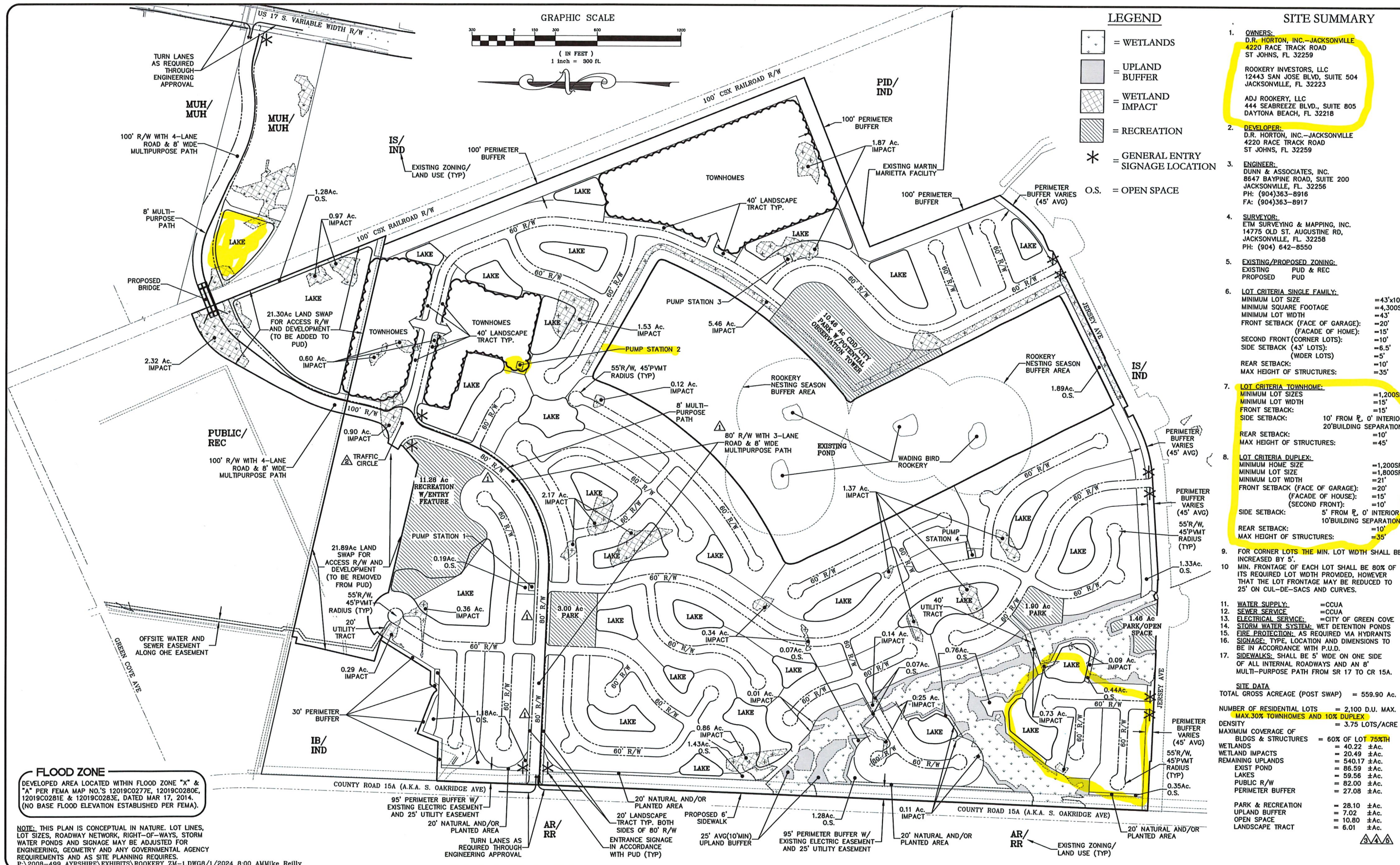
Northeasterly along the arc of a non-tangent curve concave Southeasterly having a radius of 1441.24 feet, through a central angle of $05^{\circ}53'59''$, an arc length of 148.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $26^{\circ}05'53''$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

Containing 559.90 acres, more or less.

Exhibit "B"
Conceptual Development Plan

THE ROOKERY

NOT RELEASED FOR CONSTRUCTION



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

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

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

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

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

EXHIBIT "C"

Collector Road Typical Section

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 9033-23.004, F.A.C.

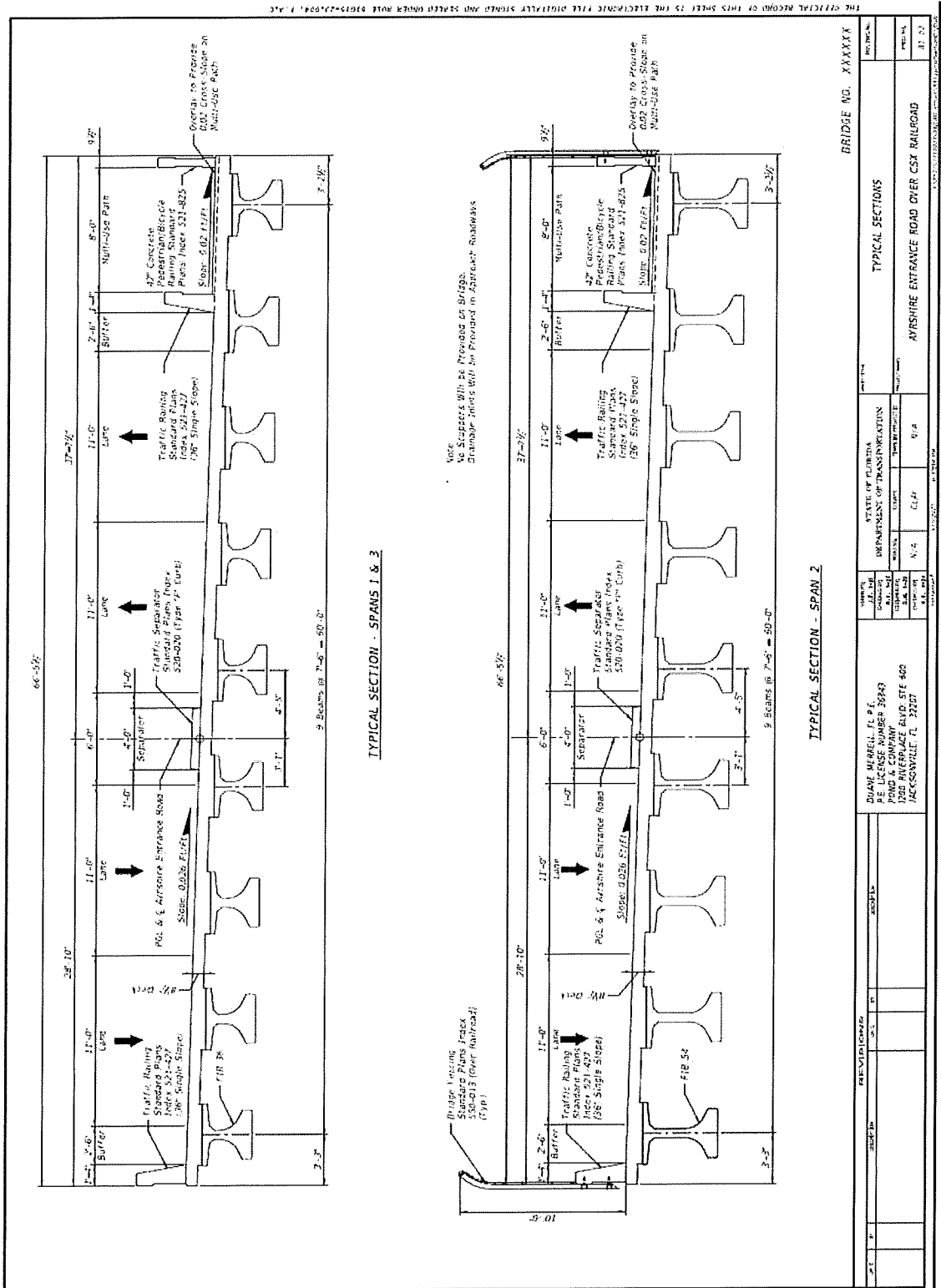
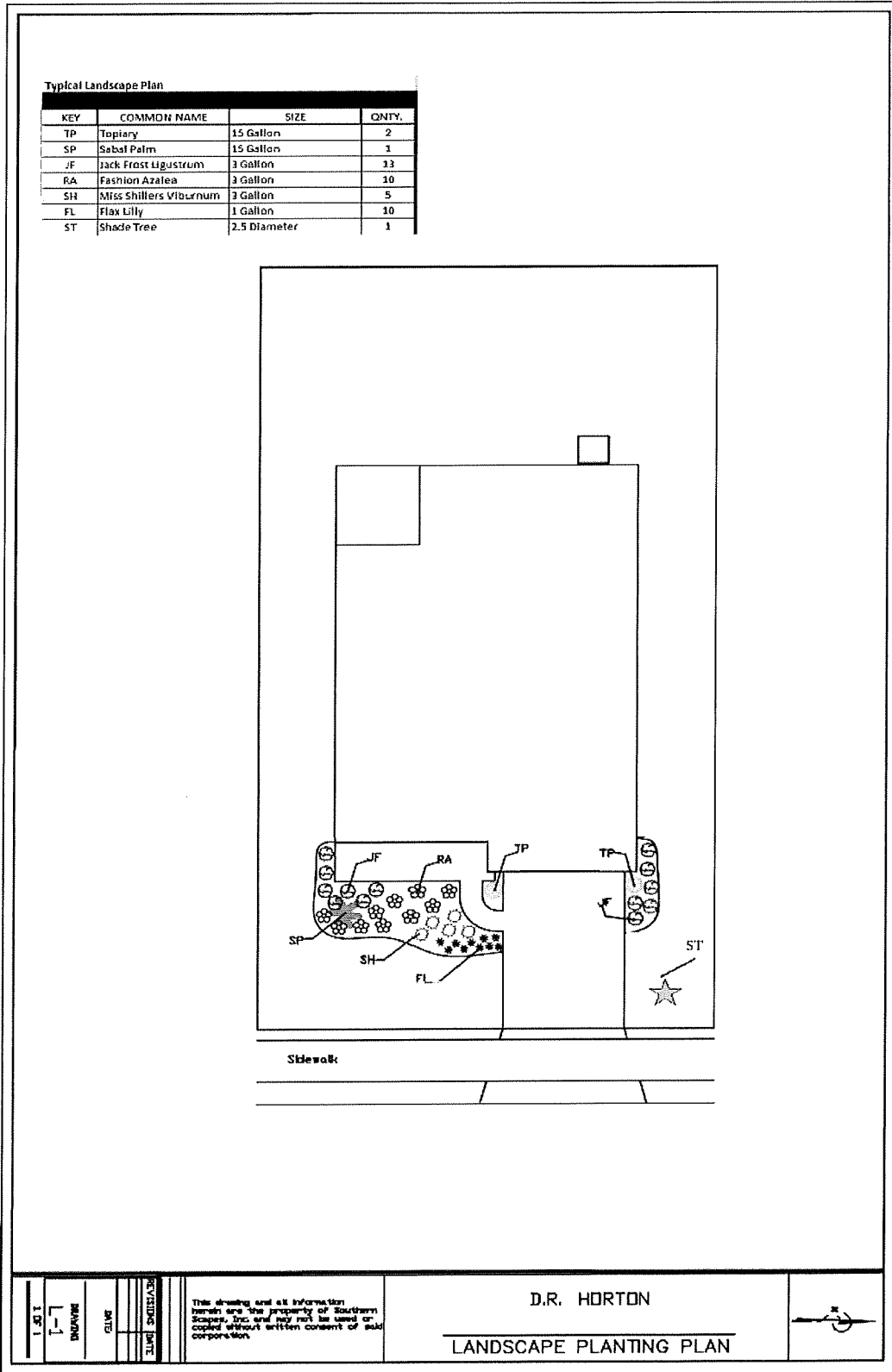


EXHIBIT "D"

Typical Landscape Plan





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

PUD Modification Application

A. PROJECT

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

B. APPLICANT

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

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

C. ADDITIONAL INFORMATION

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

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

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

Contingent

Absolute

D. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed zoning change and zoning designations on surrounding properties
2. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
3. Plat of the property (Maybe obtained from the Clay County Property Appraiser.)
4. Legal description with tax parcel number.
5. Boundary survey
6. Warranty Deed or the other proof of ownership
7. Site Plan
8. Written Description
9. Binding Letter
10. Fee.
 - a. \$2,000 plus \$20 per acre
 - b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

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

All 10 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

[Signature]
Signature of Applicant

Signature of Co-applicant

Anand Jobalia
Typed or printed name and title of applicant

Typed or printed name of co-applicant

4.24.24
Date

Date

State of Florida County of Volusia

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

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

NOTARY SEAL
[Signature]

Signature of Notary Public, State of Florida



D. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed zoning change and zoning designations on surrounding properties
2. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
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8. Written Description
9. Binding Letter
10. Fee.
 - a. \$2,000 plus \$20 per acre
 - b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

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

All 10 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

Signature of Applicant

William Smith
Signature of Co-applicant

Typed or printed name and title of applicant

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

Date

4/24/24
Date

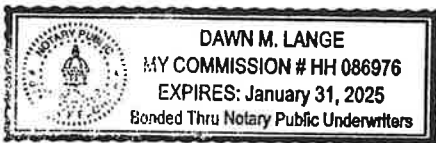
State of Florida

County of St. Johns

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

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

NOTARY SEAL

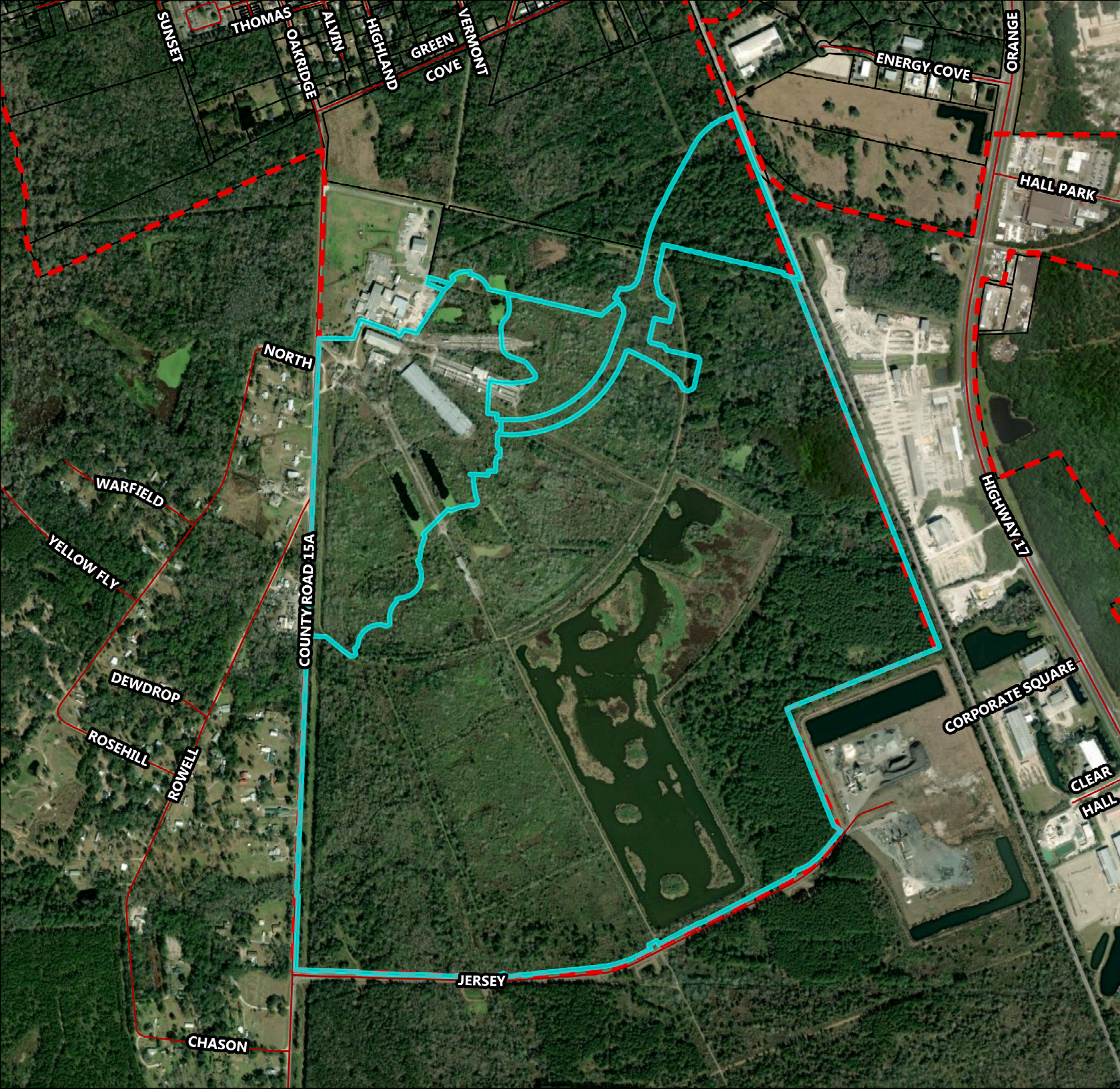


Signature of Notary Public, State of Florida
Dawn M. Lange



Legend

- Roads
- Target Parcel
- Parcels



March 3, 2022
Page 1 of 3

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

The Rookery PUD Parcel

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

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

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

March 3, 2022
Page 2 of 3

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

The Rookery PUD Parcel (continued)

feet; Course 14, thence South $85^{\circ}54'43''$ West, 731.91 feet; Course 15, thence North $04^{\circ}05'17''$ West, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 250.00 feet; Course 16, thence Westerly along the arc of said curve, through a central angle of $05^{\circ}44'03''$, an arc length of 25.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $88^{\circ}46'45''$ West, 25.01 feet; Course 17, thence North $88^{\circ}21'14''$ West, 61.78 feet; Course 18, thence North $19^{\circ}49'14''$ West, 8.30 feet; Course 19, thence North $55^{\circ}44'57''$ West, 30.16 feet; Course 20, thence South $67^{\circ}18'10''$ West, 29.23 feet; Course 21, thence South $07^{\circ}09'24''$ West, 17.00 feet; Course 22, thence North $88^{\circ}21'14''$ West, 362.37 feet; Course 23, thence South $01^{\circ}38'46''$ West, 5.00 feet; Course 24, thence North $88^{\circ}21'14''$ West, 800.00 feet; Course 25, thence North $01^{\circ}38'46''$ East, 10.00 feet; Course 26, thence North $88^{\circ}21'14''$ West, 355.52 feet to a point lying on the Easterly right of way line of County Road 15A (South Oakridge Avenue), a 100 foot right of way as presently established; thence North $02^{\circ}07'57''$ East, along said Easterly right of way line, 5150.65 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203, of said Public Records; thence Easterly along the Southerly and Southeasterly lines of last said lands the following 9 courses: Course 1, thence South $88^{\circ}31'42''$ East, departing said Easterly right of way line, 282.59 feet; Course 2, thence North $21^{\circ}17'17''$ East, 161.55 feet; Course 3, thence South $68^{\circ}42'43''$ East, 287.10 feet; Course 4, thence South $58^{\circ}52'43''$ East, 32.90 feet; Course 5, thence South $37^{\circ}48'54''$ East, 22.40 feet; Course 6, thence North $70^{\circ}53'31''$ East, 15.20 feet; Course 7, thence North $34^{\circ}14'49''$ East, 52.23 feet; Course 8, thence South $88^{\circ}17'22''$ East, 94.17 feet; Course 9, thence North $31^{\circ}43'31''$ East, 427.82 feet to the Easterly most corner thereof; thence South $58^{\circ}16'29''$ East, departing said Southeasterly line, 30.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 175.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $16^{\circ}53'45''$, an arc length of 51.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $40^{\circ}10'24''$ East, 51.42 feet; thence North $41^{\circ}22'44''$ West, along a non-tangent line, 29.96 feet to a point on a non-tangent curve concave Southerly having a radius of 198.38 feet; thence Easterly along the arc of said curve, through a central angle of $47^{\circ}45'50''$, an arc length of 165.38 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $73^{\circ}41'49''$ East, 160.63 feet; thence South $05^{\circ}22'04''$ West, along a non-tangent line, 24.76 feet to a point on a non-tangent curve concave Southwesterly having a radius of 175.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $67^{\circ}09'24''$, an arc length of 205.12 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $51^{\circ}03'13''$ East, 193.58 feet; thence South $77^{\circ}07'44''$ East, along a non-tangent line, 945.04 feet; thence North $49^{\circ}36'09''$ East, 172.16 feet; thence North $27^{\circ}02'28''$ East, 20.00 feet; thence North $60^{\circ}40'11''$ West, 35.15 feet; thence North $31^{\circ}37'11''$ East, 86.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 120.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $87^{\circ}21'29''$, an arc length of 182.96 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $63^{\circ}04'27''$ East, 165.75 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 950.00 feet, through a central angle of $06^{\circ}31'27''$, an arc length of 108.17 feet to the point of tangency of said curve, said arc being

March 3, 2022
Page 3 of 3

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

The Rookery PUD Parcel (continued)

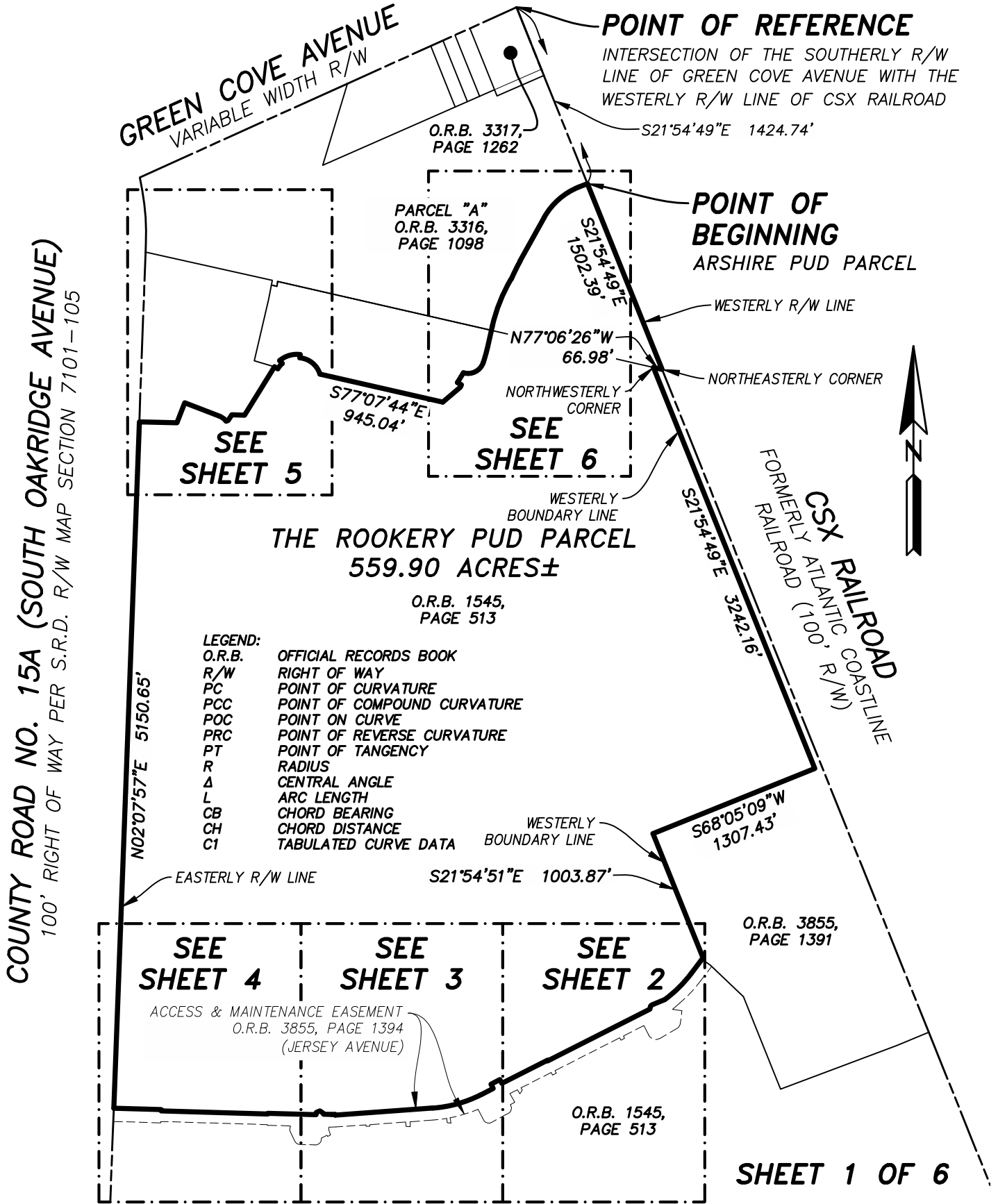
subtended by a chord bearing and distance of North $16^{\circ}08'00''$ East, 108.12 feet; thence North $12^{\circ}52'16''$ East, 174.12 feet to the point of curvature of a curve concave Easterly having a radius of 1250.00 feet; thence Northerly along the arc of said curve, through a central angle of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

Containing 559.90 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

Item #4.

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

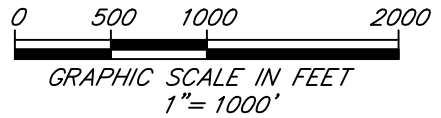


LEGEND:

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

GENERAL NOTES:

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



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



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

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

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

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

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

Item #4.

MATCHLINE SEE SHEET 1

THE ROOKERY PUD PARCEL
559.90 ACRES±



O.R.B. 1545,
PAGE 513

WESTERLY
BOUNDARY LINE
S21°54'51"E 1003.87'

S37°01'31"W 149.07'
R=955.00'
Δ=16°37'06"
L=276.99'
CB=S45°20'05"W
CH=276.02'

S67°24'13"W 105.10'

S53°45'05"W 12.16'

S13°14'26"W 24.72'

NORTHERLY LINE

N26°52'32"W 5.00'

S63°07'28"W 859.11'

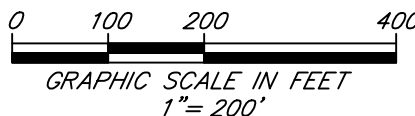
S63°07'28"W 382.73'

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

O.R.B. 1545,
PAGE 513

MATCHLINE SEE SHEET 3

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



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CERTIFICATE OF AUTHORIZATION NO.

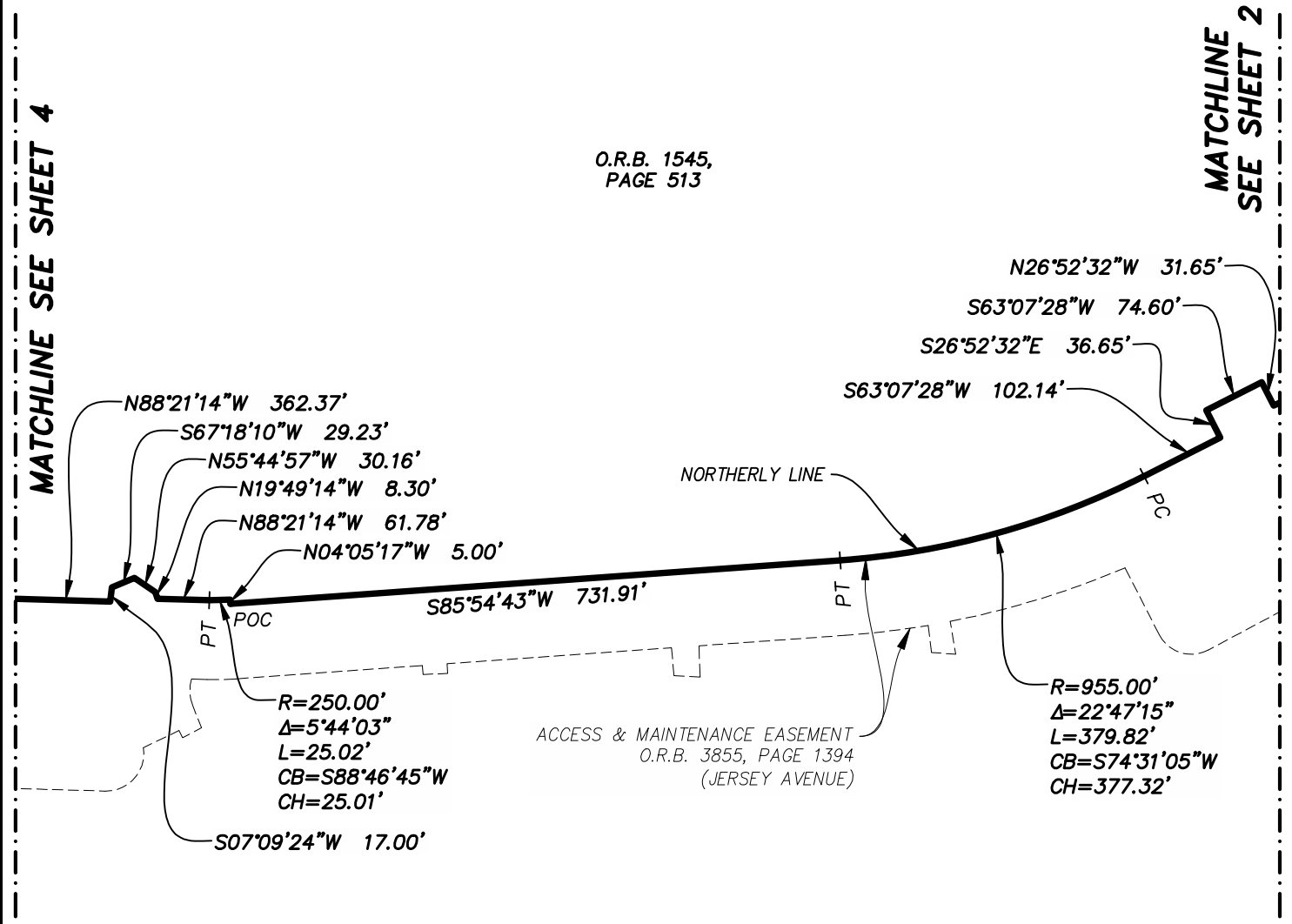
SHEET 2 OF 6
SEE SHEET 1 FOR GENERAL NOTES.

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

Item #4.



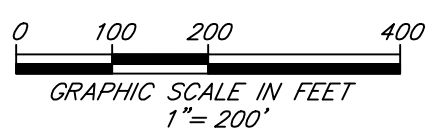
THE ROOKERY PUD PARCEL
559.90 ACRES±



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

O.R.B. 1545,
PAGE 513

SHEET 3 OF 6
SEE SHEET 1 FOR GENERAL NOTES.



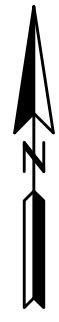
PREPARED BY:
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CERTIFICATE OF AUTHORIZATION NO.

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

Item #4.

MATCHLINE SEE SHEET 1

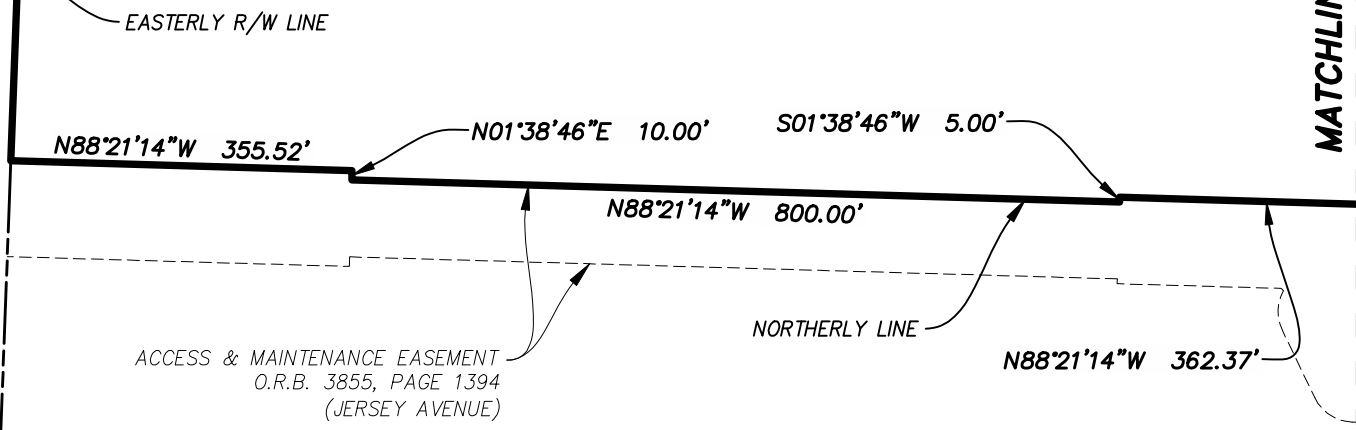
COUNTY ROAD NO. 15A (SOUTH OAKRIDGE AVENUE)
 100' RIGHT OF WAY PER S.R.D. R/W MAP SECTION 7101-105
 N02°07'57"E 5150.65'



THE ROOKERY PUD PARCEL
 559.90 ACRES±

O.R.B. 1545,
 PAGE 513

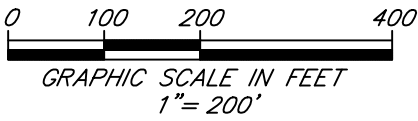
MATCHLINE SEE SHEET 3



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

O.R.B. 1545,
 PAGE 513

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



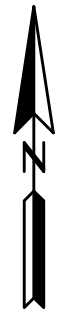
PREPARED BY:
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 CERTIFICATE OF AUTHORIZATION NO.

SHEET 4 OF 6
 SEE SHEET 1 FOR GENERAL NOTES.

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

Item #4.

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

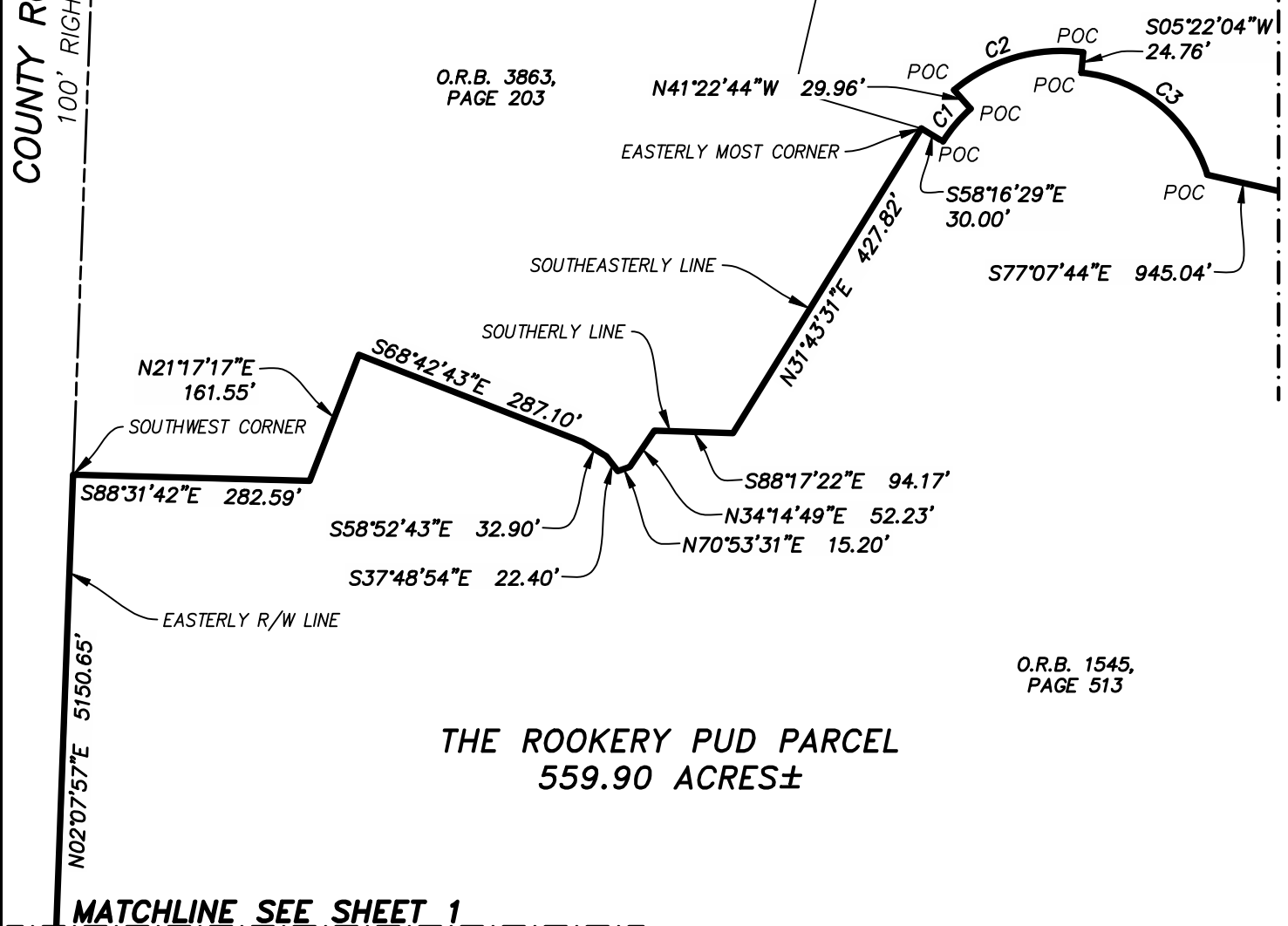


PARCEL "A"
O.R.B. 3316,
PAGE 1098

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

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

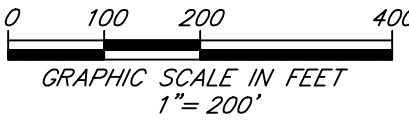
MATCHLINE
SEE SHEET 1



THE ROOKERY PUD PARCEL
559.90 ACRES±

MATCHLINE SEE SHEET 1

SHEET 5 OF 6
SEE SHEET 1 FOR GENERAL NOTES.



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CERTIFICATE OF AUTHORIZATION NO. _____

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



POINT OF BEGINNING
ARSHIRE PUD PARCEL

R=517.02'
Δ=39°09'19"
L=353.33'
CB=N48°37'32"E
CH=346.49'

N68°05'11"E
70.00'

WESTERLY R/W LINE

FORMERLY
CSX RAILROAD
ATLANTIC COASTLINE
RAILROAD (100' R/W)

S21°54'49"E
1502.39'

R=1441.24'
Δ=5°53'59"
L=148.41'
CB=N26°05'53"E
CH=148.34'

R=1250.00'
Δ=17°35'55"
L=383.94'
CB=N21°40'14"E
CH=382.43'

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

THE ROOKERY PUD PARCEL
559.90 ACRES±

N12°52'16"E 174.12'

R=120.00'
Δ=87°21'29"
L=182.96'
CB=N63°04'27"E
CH=165.75'

R=950.00'
Δ=6°31'27"
L=108.17'
CB=N16°08'00"E
CH=108.12'

O.R.B. 1545,
PAGE 513

N31°37'11"E
86.00'

N60°40'11"W
35.15'

N27°02'28"E
20.00'

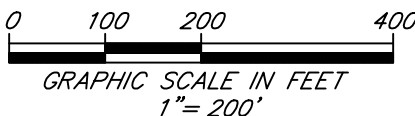
N49°36'09"E
172.16'

S77°07'44"E 945.04'

MATCHLINE SEE SHEET 1

MATCHLINE
SEE SHEET 1

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



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 JACKSONVILLE, FL 32258 (904) 642-8550
 CERTIFICATE OF AUTHORIZATION NO. _____

SHEET 6 OF 6
SEE SHEET 1 FOR GENERAL NOTES.

ORDINANCE NO. O-17-2024

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

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

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

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

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

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

WHEREAS, a duly advertised public hearing was conducted on the proposed amendment on June 25, 2024 by the Planning and Zoning Board, sitting as the Local Planning Agency ("LPA") and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and

WHEREAS, the City Council considered the recommendations of the LPA at duly advertised quasi-judicial public hearings on August 6, 2024 and September 3, 2024 and provided for and received public participation; and

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

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

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

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

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

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

SECTION 5. ORDINANCE TO BE CONSTRUED LIBERALLY. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Green Cove Springs, Florida.

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

SECTION 7. SEVERABILITY. It is the declared intent of the City Council of the City of Green Cove Springs that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of the ordinance after the exclusions of such part or parts shall be deemed to be valid.

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

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

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney

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

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney

EXHIBIT A

Legal Description of PUD Property

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

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

From said Point of Beginning, thence South $21^{\circ}54'49''$ East, continuing along said Westerly right of way line, 1502.39 feet to the Northeast corner of those lands described and recorded in Official Records Book 3855, page 1391, of said Public Records; thence North $77^{\circ}06'26''$ West, departing said Westerly right of way line and along the Northerly line of last said lands, 66.98 feet to the Northwesterly corner thereof; thence Southerly along the Westerly boundary line of last said lands the following 3 courses: Course 1, thence South $21^{\circ}54'49''$ East, 3242.16 feet; Course 2, thence South $68^{\circ}05'09''$ West, 1307.43 feet; Course 3, thence South $21^{\circ}54'51''$ East, 1003.87 feet to a point lying on the Northerly line of that certain Access & Maintenance Easement described and recorded in Official Records Book 3855, page 1394, of said Public Records; thence Westerly along said Northerly line the following 26 courses: Course 1, thence South $37^{\circ}01'31''$ West, departing said Westerly boundary line, 149.07 feet to the point of curvature of a curve concave Northwesterly having a radius of 955.00 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of $16^{\circ}37'06''$, an arc length of 276.99 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $45^{\circ}20'05''$ West, 276.02 feet; Course 3, thence South $67^{\circ}24'13''$ West, along a non-tangent line, 105.10 feet; Course 4, thence South $53^{\circ}45'05''$ West, 12.16 feet; Course 5, thence South $13^{\circ}14'26''$ West, 24.72 feet; Course 6, thence South $63^{\circ}07'28''$ West, 859.11 feet; Course 7, thence North $26^{\circ}52'32''$ West, 5.00 feet; Course 8, thence South $63^{\circ}07'28''$ West, 382.73 feet; Course 9, thence North $26^{\circ}52'32''$ West, 31.65 feet; Course 10, thence South $63^{\circ}07'28''$ West, 74.60 feet; Course 11, thence South $26^{\circ}52'32''$ East, 36.65 feet; Course 12, thence South $63^{\circ}07'28''$ West, 102.14 feet to the point of curvature of a curve concave Northerly having a radius of 955.00 feet; Course 13, thence Westerly along the arc of said curve, through a central angle of $22^{\circ}47'15''$, an arc length of 379.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $74^{\circ}31'05''$ West, 377.32 feet; Course 14, thence South $85^{\circ}54'43''$ West, 731.91 feet; Course 15, thence North $04^{\circ}05'17''$ West, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 250.00 feet; Course 16, thence Westerly along the arc of said curve, through a central angle of $05^{\circ}44'03''$, an arc length of 25.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $88^{\circ}46'45''$ West, 25.01 feet; Course 17, thence North $88^{\circ}21'14''$ West, 61.78 feet; Course 18, thence North $19^{\circ}49'14''$ West, 8.30 feet; Course 19, thence North $55^{\circ}44'57''$ West, 30.16 feet; Course 20, thence South $67^{\circ}18'10''$ West, 29.23 feet; Course 21, thence South $07^{\circ}09'24''$ West, 17.00 feet; Course 22, thence North $88^{\circ}21'14''$ West, 362.37 feet; Course 23, thence South $01^{\circ}38'46''$ West, 5.00 feet; Course 24, thence North $88^{\circ}21'14''$ West, 800.00 feet; Course 25, thence North $01^{\circ}38'46''$ East, 10.00 feet; Course 26, thence North $88^{\circ}21'14''$ West, 355.52 feet to a point lying on the Easterly right of way line of County Road 15A (South Oakridge Avenue), a 100 foot right of way as presently established; thence North $02^{\circ}07'57''$ East, along said Easterly right of way line, 5150.65 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203, of said Public Records; thence Easterly along the Southerly and Southeasterly lines of last said lands the following 9 courses: Course 1, thence South $88^{\circ}31'42''$ East, departing said Easterly right of way line, 282.59 feet; Course 2, thence North $21^{\circ}17'17''$ East, 161.55 feet; Course 3, thence South $68^{\circ}42'43''$ East, 287.10 feet; Course 4, thence South $58^{\circ}52'43''$ East, 32.90 feet; Course 5, thence South $37^{\circ}48'54''$ East, 22.40 feet; Course 6, thence North $70^{\circ}53'31''$ East, 15.20 feet; Course 7, thence North $34^{\circ}14'49''$ East, 52.23 feet; Course 8, thence South $88^{\circ}17'22''$ East, 94.17 feet; Course 9, thence North $31^{\circ}43'31''$ East, 427.82 feet to the Easterly most corner

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

Exhibit "B"

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

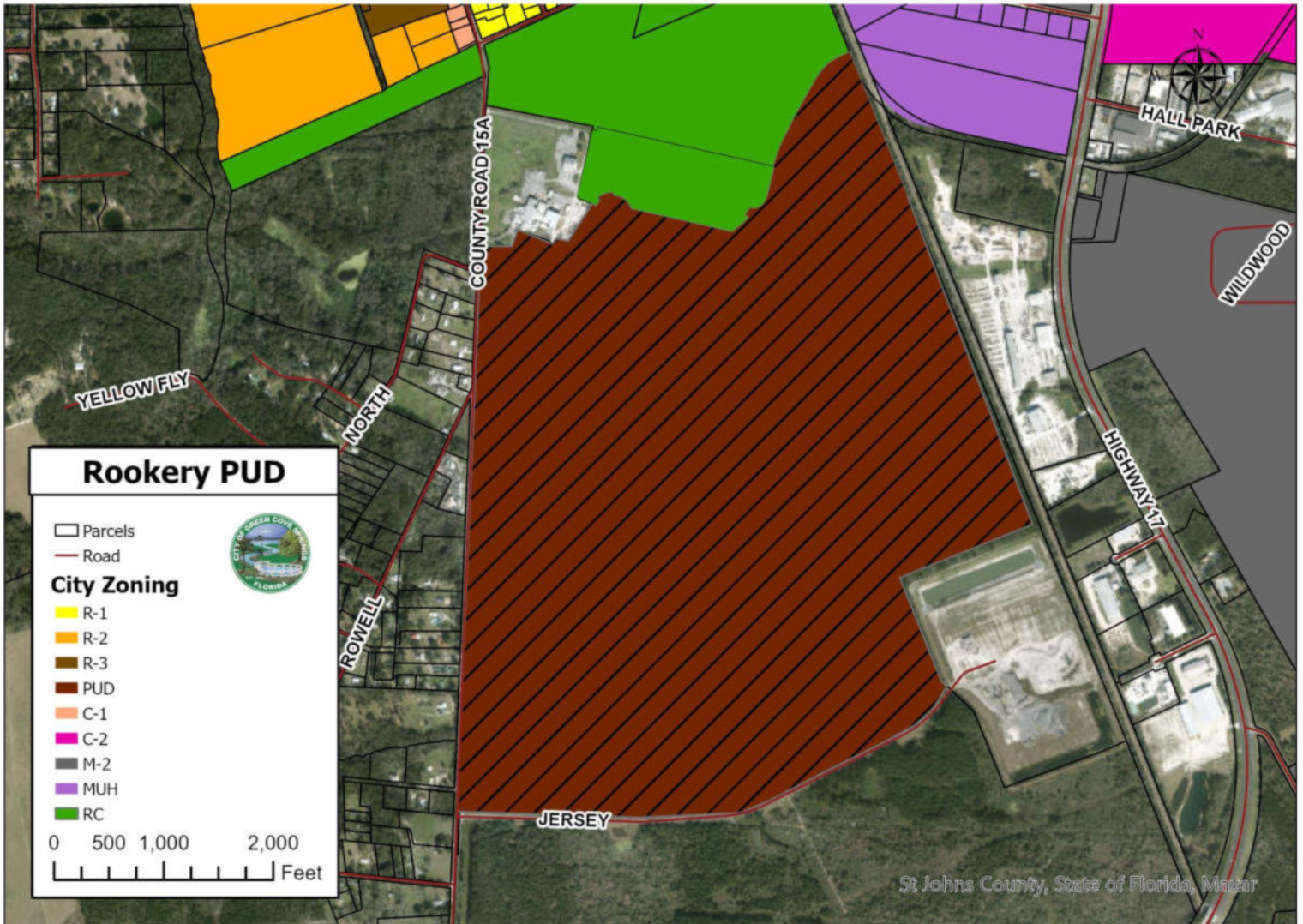


EXHIBIT "C"

PUD for Rookery Development

Rookery Planned Unit Development
(formerly Ayrshire)

City of Green Cove Springs, Florida

July 31, 2024

Team Roster**Owners:**

D.R. Horton, Inc. – Jacksonville, Rookery Investors LLC, ADJ Rookery LLC
John Gislason
4220 Race Track Road
St. Johns, Florida 32259
(904) 421-4612

Land Planning/Civil Engineering:

Dunn & Associates, Inc.
Vince Dunn, David Taylor
8647 Baypine Road, Suite 200
Jacksonville, Florida 32256
(904) 363-8916

Transportation:

Chindalur Traffic Solutions, Inc.
Rajesh Chindalur
8833 Perimeter Park Boulevard, Suite 103
Jacksonville, Florida 32216
(904) 619-3368

Legal:

Rogers Towers, P.A.
Ellen Avery-Smith, Esq.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
(904) 825-1615

Exhibit List:

Exhibit "A" – Legal Description of the Property
Exhibit "B" – Conceptual Development Plan
Exhibit "C" – Collector Road Typical Section
Exhibit "D" – Typical Landscape Plan

A. Development Summary

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

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

The Future Land Use Map (“FLUM”) designation of the Property is Residential Low Density. The Rookery PUD is consistent with the Residential Low Density FLUM designation of the Property set forth in the City of Green Cove Springs Comprehensive Plan.

The Property is located east of County Road 15A, north and west of U.S. Highway 17 and south of the current corporate limits of Green Cove Springs. The City owns a vacant regional park site to the north of the Property. The rest of the Property is surrounded by industrial and residential lands, some of which are developed and others are vacant.

The Owners will provide roads, utilities, parks and other infrastructure to serve the Property. A majority of the on-site wetlands will be preserved and set aside to enhance the natural attributes of the site.

Unless specified otherwise in this PUD text and the PUD ordinance approving the same, the project will comply with applicable provisions of the City of Green Cove Springs Land Development Code (the “Code”).

B. The Property

The Property includes approximately 560 acres. Wetlands will be delineated pursuant to requirements of the St. Johns River Water Management District (“District”) and Florida Department of Environmental Protection (“FDEP”), and any proposed wetland impacts will be permitted by the District and Corps. A conceptual site plan for the Property is illustrated on the Conceptual Development Plan attached as **Exhibit “B”**.

C. Residential Development

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

residential units will be duplexes. Approximately 462 acres of the Property are developable.

The Property will also include parks and other recreational areas to serve the proposed residential development. Temporary construction offices and trailers, and essential services including roads, water, sewer, gas, telephone, stormwater management facilities, radio, television and electric and cellular communication towers will be permitted within residential portions of the project.

D. Non-residential Development

There will be no non-residential development within the Property except for uses ancillary to the residential development described in Section C hereof.

E. Site Development Criteria

1. Single-Family Residential:

- a. Setbacks: The minimum building setbacks are as follows:
 1. A minimum of 50 feet from the right-of-way of County Road 15A and 20 feet from the primary internal access road labeled Jersey Avenue on the Conceptual Development Plan.
 2. Lot setbacks are: Front Yard: 20 feet from face of garage, 15 feet from front facade of house; 10 feet on Corners (with no vehicular access from Corner front yard)
Rear Yard: 10 feet
Side Yard: 6.5 feet for 43-foot-wide lots; 5 feet for all other lots
- b. Building height: Buildings shall not exceed 35 feet in height.
- c. Minimum lot size: 4,300 square feet.
- d. Minimum lot width: 43 feet. No more than 50 percent of lots within the Project will be 43 feet wide. All other lots will be a minimum of 50 feet wide.
- e. Minimum home size: 1,200 square feet.
- f. Maximum impervious surface ratio: 40 percent for the Property (the entire PUD).
- g. Maximum lot coverage by buildings: 60 percent per Lot.
- h. Density: There are approximately 560 acres designated for residential use within the Property. The Residential Low Density Future Land Use designation of the Property allows a maximum density of four (4) units per acre. The proposed density of 3.75 units per acre is consistent with the requirements for the Residential Low Density Future Land Use category set forth in the Green Cove Springs Comprehensive Plan.

- i. Parking: Each residence will have two (2) parking spaces. Single-family homes will have enclosed garages that are a minimum of 200 square feet (10 feet by 20 feet). Recreational vehicles, boats and trailers shall not be parked in front yards, or in the minimum required side yards and shall be screened from view. The Owners shall record a homeowners' association ("HOA") declaration of restrictive covenants against title to the Property that limits parking to one side of the street.

2. Townhome Criteria

- a. Setbacks: The minimum building setbacks are as follows:

1. A minimum of 50 feet from the right-of-way of County Road 15A and 20 feet from the primary internal access road labeled Jersey Avenue on the Conceptual Development Plan.
2. Lot setbacks are: Front Yard: 15 feet
Rear Yard: 10 feet
Side Yard: 10 feet from property lines, 0 feet for interior lots with common wall lines, minimum 20 feet of separation between buildings

- b. Building height: Townhome buildings shall not exceed 45 feet in height.

- c. Minimum lot size: 1,200 square feet

- d. Minimum lot width: 15 feet.

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

- f. Maximum lot coverage by buildings: 75 percent per townhome parcel.

- g. Density. See Section E.1.a.7 for residential density calculation.

- h. Parking: Townhome units will have two (2) parking spaces per unit. The townhome area shall also include one (1) guest parking space for each four (4) dwelling units.

3. Duplex Criteria

- a. Setbacks: The minimum building setbacks are as follows:

1. A minimum of 50 feet from the right-of-way of County Road 15A and 20 feet from the primary internal access road labeled Jersey Avenue on the Conceptual Development Plan.
2. Lot setbacks are: Front Yard: 20 feet from face of garage, 15 feet from front facade of house; 10 feet on Corners (with no vehicular access

from Corner front yard)

Rear Yard: 10 feet

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

- b. Building height: Buildings shall not exceed 35 feet in height.
 - c. Minimum lot size: 1,800 square feet.
 - d. Minimum lot width: 21 feet.
 - e. Minimum home size: 1,200 square feet.
 - f. Maximum impervious surface ratio: 40 percent for the Property (the entire PUD).
 - g. Maximum lot coverage by buildings: 60 percent per Lot.
 - h. Density: There are approximately 561 acres designated for residential use within the Property. The Residential Low Density Future Land Use designation of the Property allows a maximum density of four (4) units per acre. The proposed density of 3.75 units per acre is consistent with the requirements for the Residential Low Density Future Land Use category set forth in the Green Cove Springs Comprehensive Plan.
 - i. Parking: Each duplex unit will have two (2) parking spaces. Duplex units will have enclosed garages that are a minimum of 200 square feet (10 feet by 20 feet). Recreational vehicles, boats and trailers shall not be parked in front yards, or in the minimum required side yards and shall be screened from view.
 - j. Locational Criteria: Duplex units cannot be located within the same development pod as single-family units. Duplex units and townhomes are permitted to be located within the same development pod. No single-family lot can be subdivided to allow for the development of two duplex units. City staff shall confirm that the Owner has complied with the criteria set forth in this Subsection E.3 during site plan review.
4. Signage. On-site signs shall be permitted within the Property. Project signage shall meet the applicable requirements of Code Sections 125-13 and 125-14 except as follows:
- a. At each project entrance along County Road 15A, Jersey Avenue, and U.S. 17, the Owners shall be permitted either two (2) ground signs on each side of the entry road or one (1) two-sided ground sign on one side of the road. For example, if the ground sign is two-sided, it can be “rectangular” shaped with the sign display on each side or “V” shaped, where you can read the sign coming from either direction. The sign advertising display

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

- b. Construction and/or advertising signs shall be allowed as on-site temporary signs. Such signs must be removed within 30 days after the last unit is sold. The signs may be two (2) sided with each face limited to 16 square feet.
- c. Various locational, directional, model home and traffic control signs shall be allowed on site to direct traffic and for identification of sales offices, recreation areas, etc. Such signs will be a maximum of six (6) square feet in size.

G. Infrastructure

1. Drainage: A master stormwater management system shall be owned, constructed and maintained by a homeowners' association ("HOA") or a community development district ("CDD"). The stormwater management system will be constructed in accordance with the requirements of the City of Green Cove Springs and the St. Johns River Water Management District, including the construction of pond sides that slope gently into the ponds for safety purposes. The City shall have no responsibility for the ownership, operation or maintenance of stormwater ponds located within the Property, and the HOA or CDD will assume responsibility for all issues related to maintenance and operation of such ponds. The HOA or CDD shall have the right, but not the obligation, to install fences around some or all stormwater ponds within the Property; provided, however, that if pond slopes exceed 4:1, the HOA or CDD will be required to install

fencing around applicable ponds. Final HOA or CDD documents will be submitted with the final plat application. The conceptual master stormwater plan for the entire PUD shall be approved prior to the City's approval of the first final plat.

2. Site Access: Vehicular access within the Property connects off-site to County Road 15A (aka South Oakridge Avenue) and U.S. Highway 17 in the locations depicted on the Conceptual Development Plan. The primary site access collector road will be constructed in accordance with the typical section attached as **Exhibit "C"**. In the event the primary site access collector road is not connected to U.S. Highway 17, the Owners will provide an updated traffic study that removes the U.S. Highway 17 connection prior to the City's approval of a plat containing the 231st lot within the Property. Following completion of such traffic study, the City and the Owners will negotiate in good faith a transportation proportionate share agreement, pursuant to Section 163.3180(5)(h), Florida Statutes, to address roadway improvements needed to mitigate for project traffic impacts. Streets interior to the project shall be publicly dedicated. Traffic calming techniques, including but not limited to raised intersections, traffic circles and shared multi-modal spaces, will be encouraged. With respect to County Road 15A, subject to City approval, the Owners will construct or pay for the construction of certain traffic calming modes, which may include but not limited to speed humps and crosswalks, to allow safe passage of school children across the street to Charles E. Bennett Elementary School. Such traffic calming devices shall be installed on the City-maintained portion of County Road 15A south of State Road 16. Until the internal primary site access collector road to U.S. Highway 17 is completed, the Owners will also instruct its construction contractors and other tradespeople who drive commercial and other large vehicles to access the Project from the south, via U.S. Highway 17 and then north on County Road 15A. Following completion of the primary site access collector road, the Owners will instruct its construction contractors and other tradespeople who drive commercial and other large vehicles to access the Project from U.S. 17 either via the primary site access collector road or heading north on County Road 15A.
3. Pedestrian Circulation: An eight (8)-foot multi-use path shall be provided along one side of the primary access collector road from U.S. 17 (if the PUD is connected to U.S. 17) to County Road 15A (including east of the railroad track). No sidewalk shall be provided on the other side of such collector road. Internal project pedestrian circulation will be provided via sidewalks on one side of internal streets. No sidewalks will be provided on the other side of internal streets. Sidewalks shall be five (5) feet in width and shall be provided on one side of residential streets. Sidewalks will connect to all project park sites. Any sidewalks constructed along County Road 15A shall be six (6) feet in width, to the extent there is right-of-way adequate for six (6)-foot sidewalks.

4. Parks, Open Space and Recreational Facilities: The project will provide a minimum of five (5) acres of parks for every 1,000 residents, per Comprehensive Plan Policy 6.3.4. The project will be presumed to have 2.65 residents per unit for the purposes of calculating park requirements under this PUD. Based on this calculation, the project will provide a minimum of 27.825 acres of parks. The Owners, their successors and assigns, will provide recreational facilities which may include an amenity center, swimming pool, playgrounds, tot lots, pickleball courts, dog parks, walking trails, multi-purpose trails and others to serve the community. The project will include an approximately ten (10)-acre passive park located adjacent to the large pond in the central portion of the Property that contains bird rookeries (the "Passive Park"). The Passive Park will be owned by a community development district and will be available for use by Rookery residents and members of the public. The Passive Park will contain walking trails and an observation tower overlooking the rookeries.
5. Solid Waste Collection: Solid waste collection will be provided by the City.
6. Utilities: All utilities within the Project shall be underground, to the extent feasible. As part of the subdivision approval of this project, Rookery will extend Green Cove Springs water and wastewater facilities to the initial phase of the development. Subsequent phases will be served by CCUA once its new water and wastewater plants are completed. The Owners will submit an underground electric layout for the project to the City for approval prior to final Construction Improvement Plan approval.
7. Transportation Systems: All transportation systems will comply with applicable provisions of City Code Chapter 113, Article II, Division 2, except for (a) the primary access collector road, for which the typical section is attached as **Exhibit "C"**; (b) roadways will be designed with a minimum 45-foot paved radius for cul-de-sacs, with a minimum 50 feet of right-of-way and with a ten (10)-foot utility easement; and (c) except as otherwise set forth in this PUD ordinance and its exhibits.

H. Buffering and Landscaping

1. Perimeter Buffer: A natural or landscaped buffer a minimum of 30 feet wide shall be located along the perimeters of the Property, except that the buffer along County Road 15A shall be 95 feet wide (will include existing electric and other utility easements and a minimum 20 feet of natural or landscaped area) and the buffer along the railroad line and adjacent to the property owned by Martin Marietta shall be 100 feet wide. The Owners will be permitted to construct sidewalks within the perimeter buffer, in the general locations depicted on the Conceptual Development Plan. Buffer areas will be owned and maintained by an HOA or CDD.

2. Landscaping. A typical landscape plan for the Property is attached hereto as **Exhibit "D"**. Tree mitigation and landscaping will comply with applicable provisions of Code Chapter 113, Article VI. Street trees for all roadways, including the north side of Jersey Avenue, shall comply with applicable provisions of City Code Section 113-244. Parking lots that contain more than 10 parking spaces shall meet applicable landscape requirements of City Code Section 113-246. Parking areas with ten (10) or fewer spaces will be required to provide a minimum of one (1) canopy tree, as defined by City Code, a minimum of 2.5 inches diameter breast height ("dbh") at the time of planting, which will be planted in an area a minimum size of 200 square feet. Such tree shall be irrigated through the establishment period. The Owners will provide tree surveys for portions of the Property subject to development with the filing of construction plans for such areas. Such tree surveys shall show all existing trees 12 inches dbh or larger and shall detail which of such trees are proposed to be saved and removed. No tree surveys will be provided for areas of the Property that will remain undisturbed. A canopy tree of a minimum 2.5 inches dbh at the time of planting shall be planted on each single-family lot prior to the City's issuance of a certificate of occupancy. Such trees shall be irrigated through the establishment period.
3. Upland Buffers: An averaged 25-foot natural vegetative upland buffer shall be required and maintained between developed area and contiguous wetlands. The 25 feet shall be measured from the State jurisdictional wetland line.

I. Temporary Uses

Ten (10) percent of the homes within the PUD may be constructed as model homes with approved construction plans. The model homes may be built during construction of the infrastructure and may be used for sales, administration and construction offices. The City will not issue certificates of occupancy for model homes until related infrastructure construction has been completed; cleared for service and accepted by all permitting agencies, including the City. Parking for the model homes and sales offices will be located within the driveway or adjacent lot. Model homes will be required to meet applicable building code requirements for business occupancy. Development of the site and construction of the improvements will require temporary uses such as construction trailers, sales offices, temporary signage and temporary access. Temporary construction and sales trailers will be removed no later than 30 days following the issuance of a certificate of occupancy for the last home constructed on the Property. The Owners shall be permitted to erect temporary on-site construction and real estate signage on the Property.

J. Accessory Uses

Standard residential accessory uses will be allowed within the residential building areas of the site, including but not limited to decks, swimming pools, patios, air conditioning units, walkways and sidewalks.

Accessory uses such as private garages/mother-in-law suites and storage buildings; home occupations in compliance with applicable provisions of City Code Section 117-789; model homes; guardhouses; air conditioning units and related heating/cooling units; swimming pools and pool equipment; fences, walls or hedges; gazebos and other open-air structures; boardwalks, docks, and other similar uses shall be permitted within the Property. Accessory uses shall comply with the applicable development criteria set forth in Section E of this PUD text.

The following criteria will apply to mother-in-law suites:

1. The unit shall be accessory to and on the same property as a single-family dwelling unit.
2. The unit shall be developed in conjunction with or after development of the principal dwelling unit and the owner of the property must reside within either the principal or the accessory dwelling unit.
3. Not more than one (1) accessory dwelling unit per single-family residential lot is permitted.
4. No accessory dwelling unit shall be sold separately from the principal dwelling unit. The accessory dwelling unit and the principal dwelling unit shall be located on a single lot or parcel, or on a combination of lots or parcels.
5. The air-conditioned floor area of the accessory dwelling unit shall not exceed 50 percent of the air-conditioned floor area of the principal structure, The accessory dwelling unit shall be no less than 200 square feet of air-conditioned floor area.
6. The unit shall meet the site development criteria specified in Section E of this PUD text.
7. The unit shall be designed so that the exterior façade material is similar in appearance (material and color) of the existing principal structure.
8. A minimum of one (1), but not more than two (2) parking spaces shall be provided for the accessory dwelling unit, in addition to the spaces required for the principal dwelling unit.
9. Construction of the accessory dwelling unit, in combination with all structures on the property, shall not cause the maximum lot coverage of this PUD to be exceeded.

10. The accessory dwelling unit shall be serviced by centralized water and wastewater.

11. An accessory dwelling unit shall be treated as a townhome unit for impact fees.

K. Project Phasing

The project will be constructed in one (1), 20-year phase. Construction will be commenced by 2024 and shall be completed by December 31, 2044. For purposes of this PUD, “commencement” shall mean securing approved construction drawings. “Completion” shall be defined as the installation of horizontal infrastructure and City approval of as-builts.

L. Ownership Agreement

The Owners, on behalf of themselves and their successors and assigns, hereby agrees and stipulates to proceed with the proposed development in accordance with the PUD ordinance for this application as adopted by the Green Cove Springs City Council. The Owners also agrees to comply with all conditions and safeguards established by the City of Green Cove Springs with respect to this Planned Unit Development application.

Exhibit "A"

Legal Description of the Property

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

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

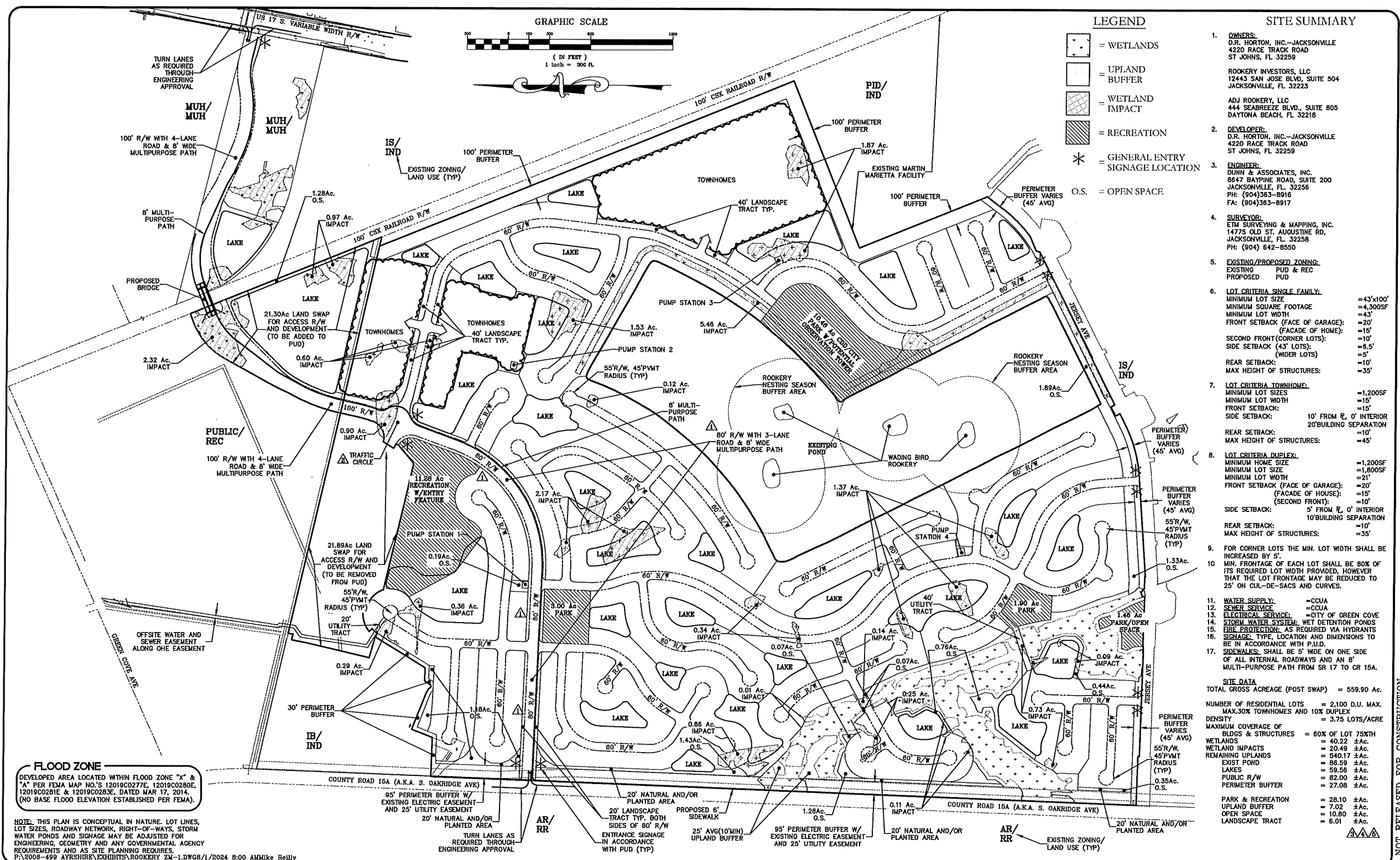
From said Point of Beginning, thence South 21°54'49" East, continuing along said Westerly right of way line, 1502.39 feet to the Northeast corner of those lands described and recorded in Official Records Book 3855, page 1391, of said Public Records; thence North 77°06'26" West, departing said Westerly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

of 25.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 88°46'45" West, 25.01 feet; Course 17, thence North 88°21'14" West, 61.78 feet; Course 18, thence North 19°49'14" West, 8.30 feet; Course 19, thence North 55°44'57" West, 30.16 feet; Course 20, thence South 67°18'10" West, 29.23 feet; Course 21, thence South 07°09'24" West, 17.00 feet; Course 22, thence North 88°21'14" West, 362.37 feet; Course 23, thence South 01°38'46" West, 5.00 feet; Course 24, thence North 88°21'14" West, 800.00 feet; Course 25, thence North 01°38'46" East, 10.00 feet; Course 26, thence North 88°21'14" West, 355.52 feet to a point lying on the Easterly right of way line of County Road 15A (South Oakridge Avenue), a 100 foot right of way as presently established; thence North 02°07'57" East, along said Easterly right of way line, 5150.65 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203, of said Public Records; thence Easterly along the Southerly and Southeasterly lines of last said lands the following 9 courses: Course 1, thence South 88°31'42" East, departing said Easterly right of way line, 282.59 feet; Course 2, thence North 21°17'17" East, 161.55 feet; Course 3, thence South 68°42'43" East, 287.10 feet; Course 4, thence South 58°52'43" East, 32.90 feet; Course 5, thence South 37°48'54" East, 22.40 feet; Course 6, thence North 70°53'31" East, 15.20 feet; Course 7, thence North 34°14'49" East, 52.23 feet; Course 8, thence South 88°17'22" East, 94.17 feet; Course 9, thence North 31°43'31" East, 427.82 feet to the Easterly most corner thereof; thence South 58°16'29" East, departing said Southeasterly line, 30.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 175.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 16°53'45", an arc length of 51.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 40°10'24" East, 51.42 feet; thence North 41°22'44" West, along a non-tangent line, 29.96 feet to a point on a non-tangent curve concave Southerly having a radius of 198.38 feet; thence Easterly along the arc of said curve, through a central angle of 47°45'50", an arc length of 165.38 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 73°41'49" East, 160.63 feet; thence South 05°22'04" West, along a non-tangent line, 24.76 feet to a point on a non-tangent curve concave Southwesterly having a radius of 175.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 67°09'24", an arc length of 205.12 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 51°03'13" East, 193.58 feet; thence South 77°07'44" East, along a non-tangent line, 945.04 feet; thence North 49°36'09" East, 172.16 feet; thence North 27°02'28" East, 20.00 feet; thence North 60°40'11" West, 35.15 feet; thence North 31°37'11" East, 86.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 120.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 87°21'29", an arc length of 182.96 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 63°04'27" East, 165.75 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 950.00 feet, through a central angle of 06°31'27", an arc length of 108.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 16°08'00" East, 108.12 feet; thence North 12°52'16" East, 174.12 feet to the point of curvature of a curve concave Easterly having a radius of 1250.00 feet; thence Northerly along the arc of said curve, through a central angle of 17°35'55", an arc length of 383.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 21°40'14" East, 382.43 feet; thence

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

Containing 559.90 acres, more or less.

Exhibit "B"
Conceptual Development Plan



FLOOD ZONE
 DEVELOPED AREA LOCATED WITHIN FLOOD ZONE "X" & "A" PER FEMA MAP NO.'S 12019C0272E, 12019C0280E, 12019C0281E & 12019C0283E, DATED MAR 17, 2014. (NO BASE FLOOD ELEVATION ESTABLISHED PER FEMA).

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

- LEGEND**
- [Symbol] = WETLANDS
 - [Symbol] = UPLAND BUFFER
 - [Symbol] = WETLAND IMPACT
 - [Symbol] = RECREATION
 - [Symbol] = GENERAL ENTRY SIGNAGE LOCATION
 - O.S. = OPEN SPACE
- SITE SUMMARY**
1. OWNERS:
D.R. HORTON, INC.—JACKSONVILLE
4220 RACE TRACK ROAD
ST JOHNS, FL 32259

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

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

REVISIONS			
NO.	DATE	DESCRIPTION	BY:
1	8-4-21	LABEL 80' R/W WITH 3 LANE RD	VJD
2	10-22-21	REVISED ROUNDABOUT ARRANGEMENT & PROPERTY ACCESS	GRW
3	1-1-22	REV. LAND SWAP PARCELS AND SITE PLAN	VJD
4	3-3-22	INCREASE LAND SWAP PARCEL TO 21.89AC & REV SITE PLAN TO SURVEYED WETLANDS	VJD
5	8-1-24	MINOR UPDATES TO LAYOUT AND ZONING CRITERIA	VJD

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

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

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

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

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

EXHIBIT "C"

Collector Road Typical Section

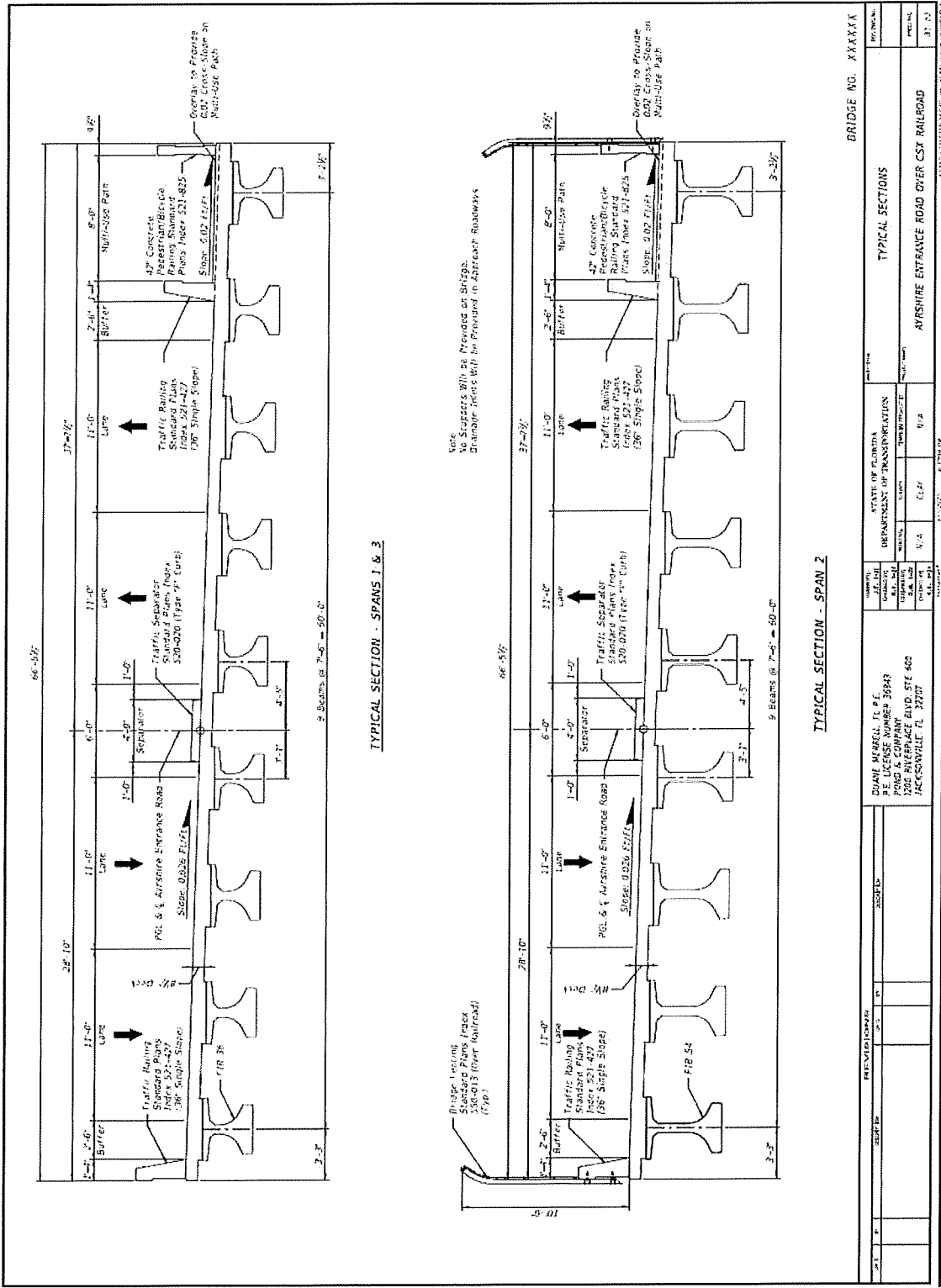
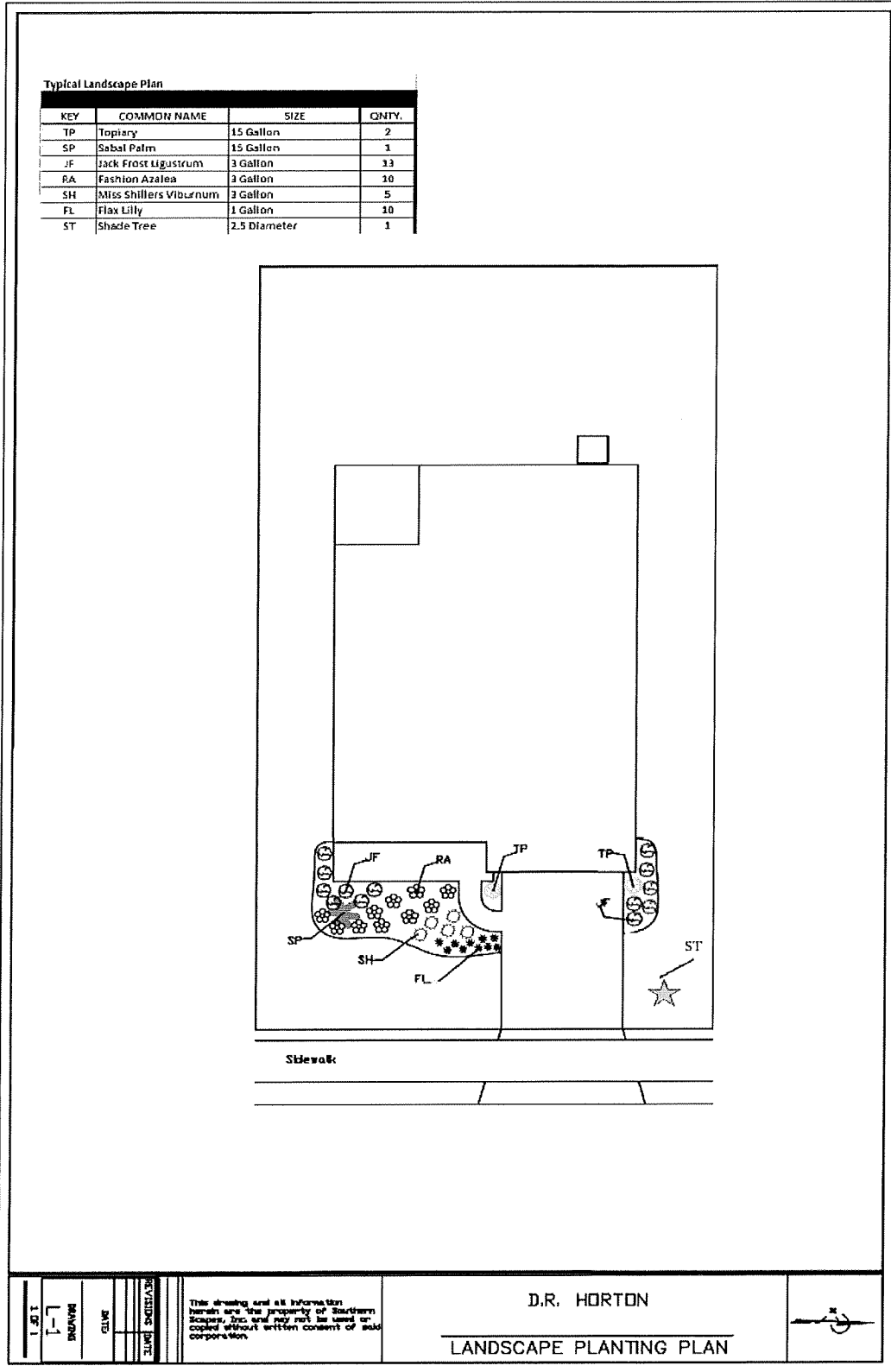


EXHIBIT "D"

Typical Landscape Plan

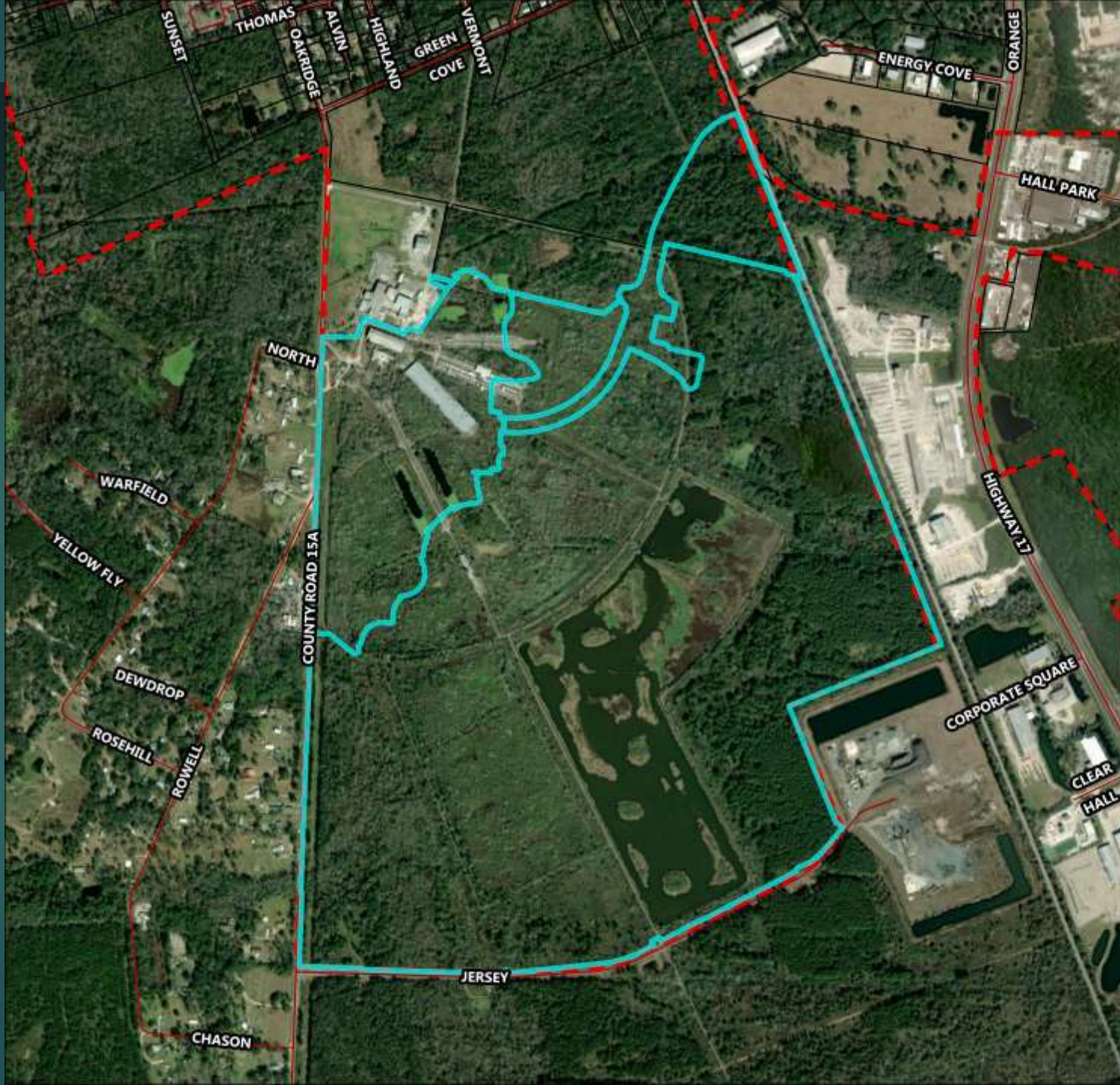


**First reading of Ordinance O-17-2024
requesting a modification to the Rookery
Planned Unit Development (PUD) regarding
the percentages, types and design criteria
of proposed housing units**

Property and Applicant Information

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

Property Location



Item #4.

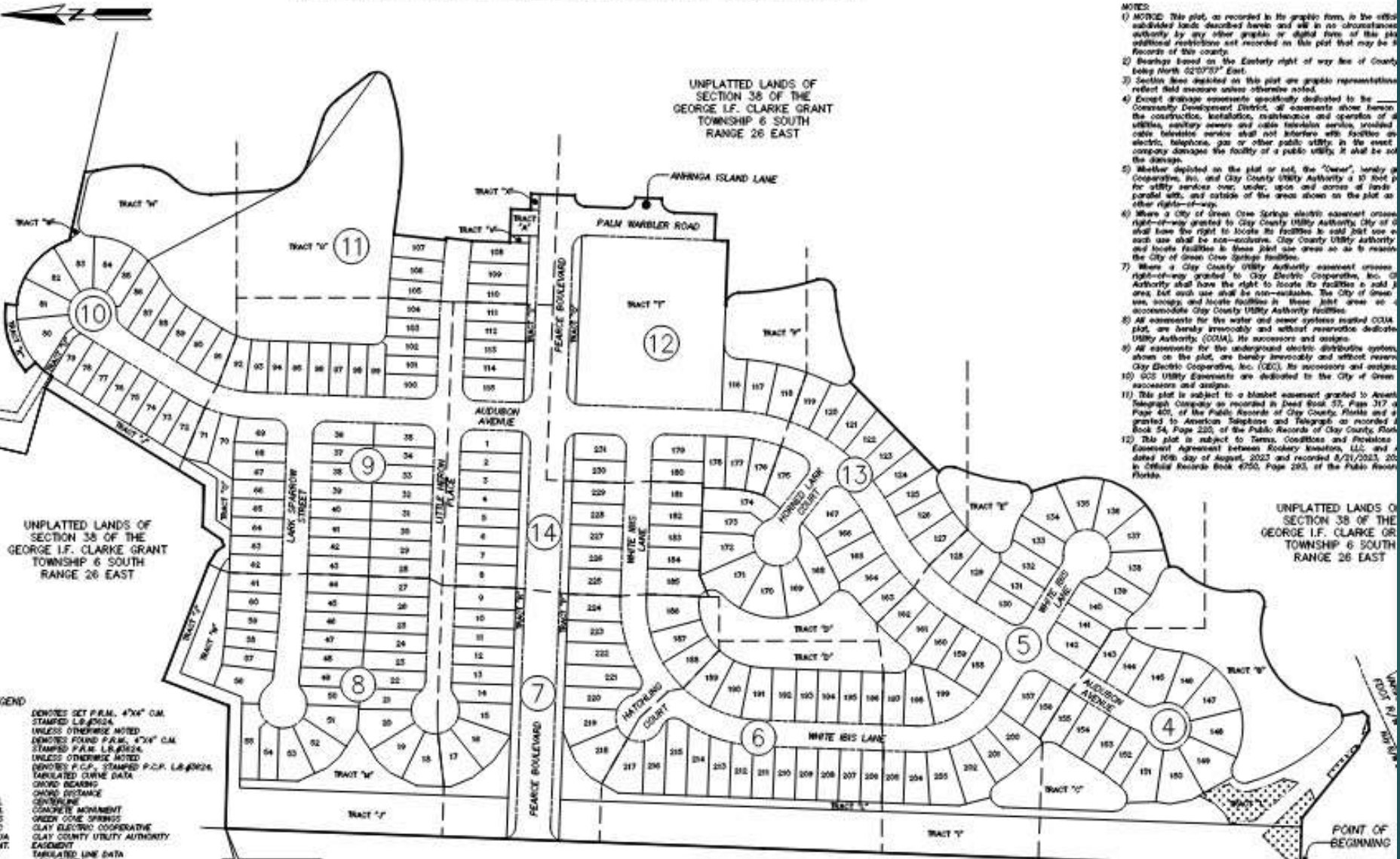
Legend

- Roads
- Target Parcel
- Parcels

ROOKERY PHASE 1

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

Item #4.



- NOTES:
- 1) NOTICE: This plat, as recorded in its graphic form, is the official subdivided lands described herein and will in no circumstances be altered by any other graphic or digital form of this plat. Additional restrictions not recorded on this plat that may be in the Records of this county.
 - 2) Boundaries based on the Easement right of way line of County being North 02°07'07" East.
 - 3) Section lines depicted on this plat are graphic representations reflect field measure unless otherwise noted.
 - 4) Except drainage easements specifically dedicated to the Community Development District, all easements show herein the construction, installation, maintenance and operation of a utility, sanitary sewers and cable television service. Irrigated cable television service shall not interfere with facilities for electric, telephone, gas or other public utility. In the event company damages the facility of a public utility, it shall be for the damage.
 - 5) Whether depicted on the plat or not, the "Owner", hereby grants to Clay County Utility Authority a 10' foot easement for utility services over, under, upon and across of lands parallel with, and outside of the areas shown on the plat as other rights-of-way.
 - 6) Where a City of Green Cove Springs electric easement crosses right-of-way granted to Clay County Utility Authority City of Green Cove Springs shall have the right to locate its facilities in such use shall be non-exclusive. Clay County Utility Authority and locate facilities in these joint use areas so as to remain the City of Green Cove Springs facilities.
 - 7) Where a Clay County Utility Authority easement crosses right-of-way granted to Clay Electric Cooperative, Inc. or Authority shall have the right to locate its facilities in such use areas, but such use shall be non-exclusive. The City of Green Cove Springs and locate facilities in these joint use areas so as to accommodate Clay County Utility Authority facilities.
 - 8) All easements for the water and sewer systems located on this plat, are hereby irrevocably and without reservation dedicated to the City of Green Cove Springs Utility Authority (CSUA). Its successors and assigns.
 - 9) All easements for the underground electric distribution systems shown on the plat, are hereby irrevocably and without reservation dedicated to Clay Electric Cooperative, Inc. (CEC). Its successors and assigns.
 - 10) CEC Utility Easements are dedicated to the City of Green Cove Springs and assigns.
 - 11) This plat is subject to a blanket easement granted to Ameri-Telegraph Company as recorded in Deed Book 37, Page 317 of Page 401, of the Public Records of Clay County, Florida and is granted to American Telephone and Telegraph as recorded in Book 54, Page 225, of the Public Records of Clay County, Florida.
 - 12) This plat is subject to Terms, Conditions and Provisions Easement Agreement between Rookery Investors, LLC and dated 10th day of August, 2023 and recorded 8/31/2023, 20 in Official Records Book #755, Page 293, of the Public Records of Florida.

Phase 1

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

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

GEND
 DENOTES SET P.P.M. 4"x6" C.M.
 STAMPED L.P.#0224
 UNLESS OTHERWISE NOTED
 DENOTES FOUND P.P.M. 4"x6" C.M.
 STAMPED P.M. L.P.#224
 UNLESS OTHERWISE NOTED
 DENOTES P.C.P. STAMPED P.C.P. L.P.#0224
 TABULATED CURVE DATA
 GRAVED BEARING
 CHAINS DISTANCE
 CENTERLINE
 CONCRETE MONUMENT
 GREEN COVE SPRINGS
 CLAY ELECTRIC COOPERATIVE
 CLAY COUNTY UTILITY AUTHORITY
 EASEMENT
 TABULATED LINE DATA
 ARC LENGTH
 LICENSED BUSINESS
 NON-RADIAL LOT LINE
 NORTH AMERICAN VERTICAL DATUM
 OFFICIAL RECORDS BOOK
 PLAT BOOK
 POINT OF CURVATURE
 PAGE
 POINT OF TANGENCY
 POINT OF COMPOUND CURVATURE
 PERMANENT CONTROL POINT
 POINT OF REVERSE CURVATURE
 PERMANENT REFERENCE MONUMENT
 RADIAL LOT LINE
 RADIAL
 RIGHT OF WAY
 CENTRAL ANGLE
 SHEET REFERENCE NUMBER
 MATCHLINE

STATE PLANE GRID
 NAD 83
 NAD 2011
 E: 4326751.9466

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

Building Setbacks
 Minimum Front Setback: 30 feet for front (back of garage)
 Minimum Side Setback: 15 feet for front facade
 Minimum Side Setback: 4' into 0.5 feet, wider into 5 feet
 Minimum Rear Setback: 10 feet



STATE PLANE GRID
 NAD 83
 NAD 2011
 E: 4326660.0425

POINT OF BEGINNING
 ED & W LINE
 M020797E 4762.00

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

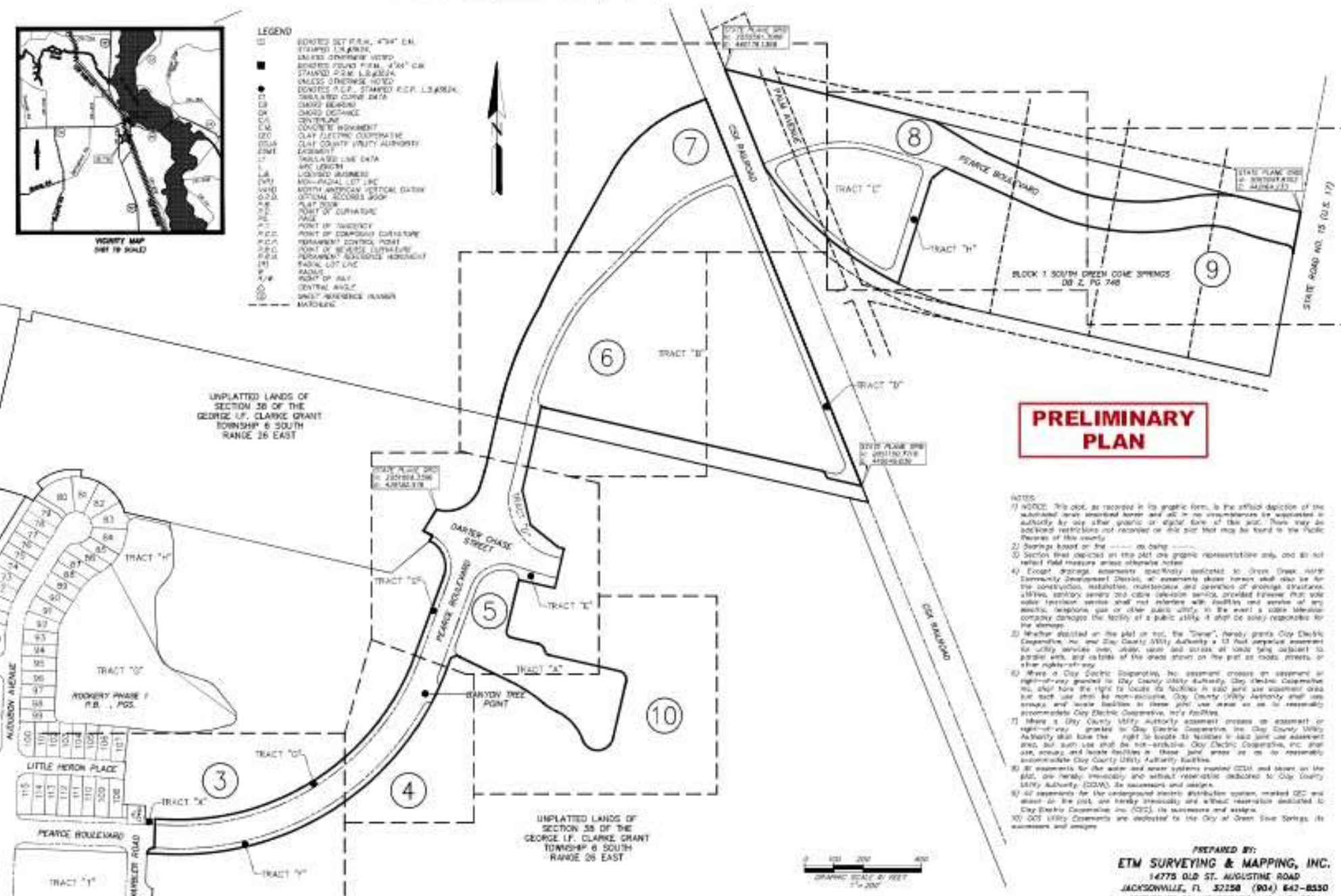
PREPARED BY:
 ETM SURVEYING & MAP
 14775 OLD ST. AUGUSTINE
 JACKSONVILLE, FL 32258 (904)
 CERTIFICATE OF AUTHORIZATION A

ROOKERY PHASE 2A

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

Phase 2A

- LEGEND**
- EDITED SET P.M. 434' O.A.
 - STAMPED L.A. AREA
 - EDITED CENTER LINE
 - EDITED BOUND P.M. 434' O.A.
 - STAMPED P.M. L.A. AREA
 - UNLESS OTHERWISE NOTED
 - EDITED S.C.P. STAMPED E.C.P. L.A. AREA
 - UNPLATTED CURVE DATA
 - CHANG BEARING
 - CHANG DISTANCE
 - CENTERLINE
 - CONCRETE MONUMENT
 - CLAY ELECTRIC COOPERATIVE
 - CLAY COUNTY UTILITY ALIGNMENT
 - EXHIBIT
 - TANGENTIAL CURVE DATA
 - ARC LENGTH
 - LOCATED BUSINESS
 - NON-RADIAL LOT LINE
 - NORTH AMERICAN VERTICAL DATUM
 - OPTIMAL RECORDS BOOK
 - PLAT BOOK
 - POINT OF CURVATURE
 - PALE
 - POINT OF TANGENCY
 - POINT OF COMPOUND CURVATURE
 - REBARMENT CONTROL POINT
 - POINT OF REVERSE CURVATURE
 - PERMANENT SURVEY MONUMENT
 - RADIAL LOT LINE
 - RADIAL
 - RIGHT OF WAY
 - CENTRAL ANGLE
 - SPLIT REFERENCE HANDED MARKERS



PRELIMINARY PLAN

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

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

ROOKERY PHASE 2B

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

Item #4.



Phase 2B

- NOTES:**
- 1) **NOTE:** This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of this plat. There may be additional restrictions not recorded on this plat that may be found in the Public Records of this county.
 - 2) Bearings based on the ----- as being -----
 - 3) **Coordinates based on GPS observation of the following National Geodetic Survey Control Station "T907" (Jacksonville 2) coordinates:**
 Station "T907" (Jacksonville 2) coordinates
 N 2182508.373 E 483662.830
 Coordinate Datum: State Plane values reference Florida East Zone, North American Datum 1983 (2011) and are in U.S. survey feet.
 - 4) Section lines depicted on this plat are graphic representations only, and do not reflect field measure unless otherwise noted.
 - 5) Except drainage easements specifically dedicated to Deep Creek North Community Development District, all easements shown herein shall also be for the construction, installation, maintenance and operation of drainage structures, utilities, sanitary sewers and cable television service, provided however that said cable television service shall not interfere with facilities and service of any electric, telephone, gas or other public utility. In the event a cable television company damages the facility of a public utility, it shall be solely responsible for the damage.
 - 6) Whether depicted on this plat or not, the "Owner" hereby grants Clay Electric Cooperative, Inc. and Clay County Utility Authority a 10 foot perpetual easement for utility services over, under, upon and across all lands lying adjacent to, parallel with, and outside of the area shown on the plat or roads, streets, or other right-of-way.
 - 7) Where a Clay Electric Cooperative, Inc. easement crosses an easement or right-of-way granted to Clay County Utility Authority, Clay Electric Cooperative, Inc. shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay County Utility Authority shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate Clay Electric Cooperative, Inc.'s facilities.
 - 8) Where a Clay County Utility Authority easement crosses an easement or right-of-way granted to Clay Electric Cooperative, Inc. Clay County Utility Authority shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay Electric Cooperative, Inc. shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate Clay County Utility Authority facilities.
 - 9) All easements for the water and sewer systems marked CCUA and shown on the plat, are hereby irrevocably and without reservation dedicated to Clay County Utility Authority (CCUA), its successors and assigns.
 - 10) All easements for the underground electric distribution system, marked CEC and shown on the plat, are hereby irrevocably and without reservation dedicated to Clay Electric Cooperative, Inc. (CEC), its successors and assigns.

Page 74

PUD Agreement Proposed Modifications

- ▶ **Current PUD Written Description**

- ▶ **C. Residential Development**

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

- ▶ **Proposed Revision:**

- ▶ **C. Residential Development**

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

- ▶ **Additional Revisions:**

- ▶ **Site and Locational Development Criteria**

PUD Agreement Proposed Modifications

- ▶ Duplex Site and Locational Development
Criteria

Staff Recommendation

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

RECOMMENDED MOTION:

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



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** August 6, 2024
FROM: Gabriel Barro, Planning and Zoning
SUBJECT: First Reading of Ordinance O-16-2024 - Request for rezoning of 24.22 acres of property located in the 4000 block of South US 17:
From: MUH, Mixed Use Highway
To: C-2, General Commercial

PROPERTY DESCRIPTION

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

PROPERTY LOCATION: West of US17 and East of Rookery Development

PARCEL NUMBER: Parcel # 016579-000-00

FILE NUMBER: ZON-24-004

CURRENT ZONING: MUH, Mixed Use Highway

FUTURE LAND USE DESIGNATION: Industrial

SURROUNDING LAND USE

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

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

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

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

BACKGROUND

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

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

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

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

PROPERTY DESCRIPTION:

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

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

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

Figure 1. Aerial Map



Figure 2. Current Zoning

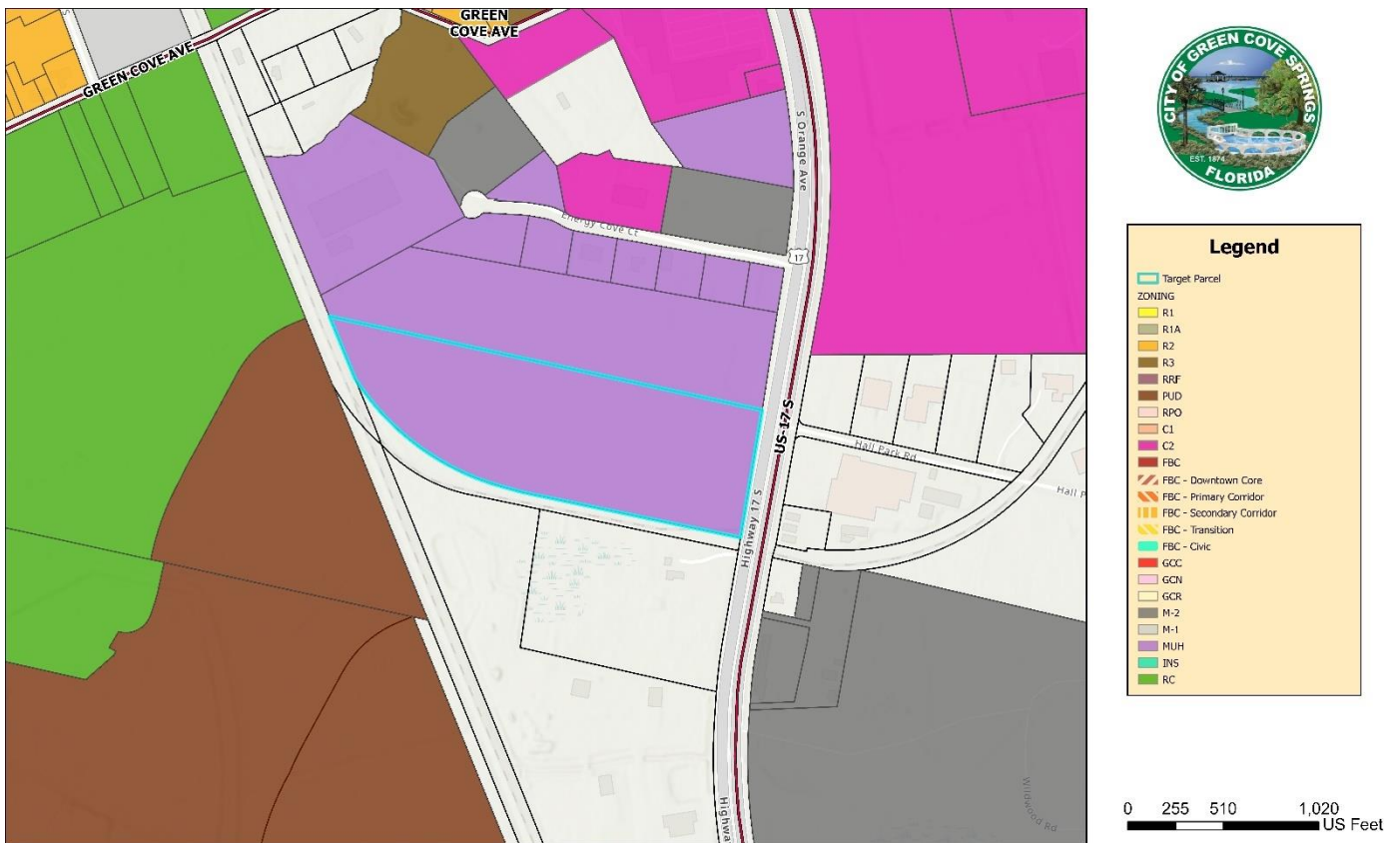


Figure 3. Proposed Zoning



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

CONSISTENCY WITH THE COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

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

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

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

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

TRANSPORTATION ELEMENT

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

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

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

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

CONSERVATION ELEMENT

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

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

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

PUBLIC FACILITIES IMPACT

Traffic Impacts

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

1. Source: Institute of Transportation Engineers: Trip Generation Manual 9th Edition
2. Calculated by adding 70% of Industrial Park uses with 30% of Shopping Center uses (MUH zoning)

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

Potable Water Impacts
Commercial

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

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

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

Sanitary Sewer Impacts – South Plant WWTP

Commercial

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

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

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

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

Solid Waste Impacts

Commercial

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

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

Solid Waste Impacts

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

EXISTING ZONING

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

PROPOSED ZONING

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

STAFF COMMENTS

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

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

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

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

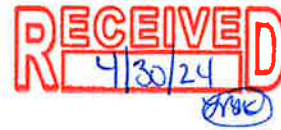
STAFF RECOMMENDATION

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

RECOMMENDED MOTION:

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

April 29, 2024



VIA OVERNIGHT MAIL

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

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

Dear Mr. Daniels:

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

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

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

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

We look forward to working with you on these applications.

Sincerely yours,

Ellen Avery-Smith

Michael Daniels
April 29, 2024
Page 2

Item #5.

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

Page 86



FOR OFFICE USE ONLY		Item #5.
P Z File #	_____	
Application Fee:	_____	
Filing Date:	_____ Acceptance Date: _____	
Review Date: SRDT	_____ P & Z _____ CC _____	

Rezoning Application

A. PROJECT

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

B. APPLICANT

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

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

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

C. ADDITIONAL INFORMATION

- Is there any additional contact for sale of, or options to purchase, the subject property?
 Yes No If yes, list names of all parties involved: See above-listed owners and agent information.

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

D. ATTACHMENTS

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

a. \$2,000 plus \$20 per acre

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

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

All 10 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

Signature of Applicant

Ellen Avery-Smith

Signature of Co-applicant

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

Typed or printed name and title of applicant

Typed or printed name of co-applicant

Date

4/24/24

Date

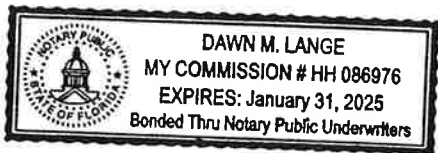
State of Florida

County of St. Johns.

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

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

NOTARY SEAL



Signature of Notary Public, State of Florida

Dawn M. Lange

ORDINANCE NO. O-16-2024

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

RECITALS

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

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

WHEREAS, a duly advertised public hearing was conducted on the proposed rezoning on June 23, 2024 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA) and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and,

WHEREAS, the City Council considered the recommendations of the LPA at a duly advertised public hearing on August 6, 2024 and September 3, 2024 and provided for and received public participation; and,

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

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

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

Section 1. Zoning Map Amended. The Zoning Map is hereby amended for the following property from Mixed Use Highway to Commercial High Intensity (C-2). A portion of Tax Parcel Number 38-06-26-016579-000-00 in accordance with the legal description found in Exhibit “A” and map found in Exhibit “B” attached hereto.

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

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

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

Section 5. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the City that the plan amendment package is complete in accordance with Chapter 163.3184 F.S. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administrative Council enters a final order determining this adopted amendment to be in compliance in accordance with Chapter 163.3184 F.S. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this plan amendment has become effective.

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

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

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

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney

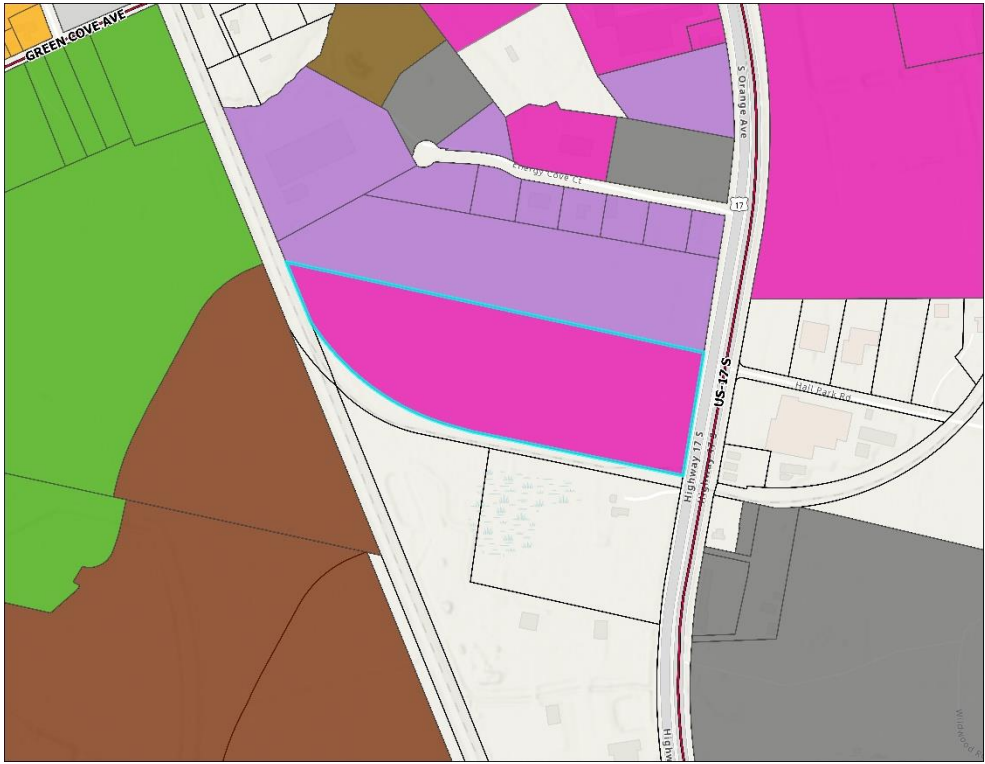
EXHIBIT "A"

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

LEGAL DESCRIPTION

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

EXHIBIT "B"



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

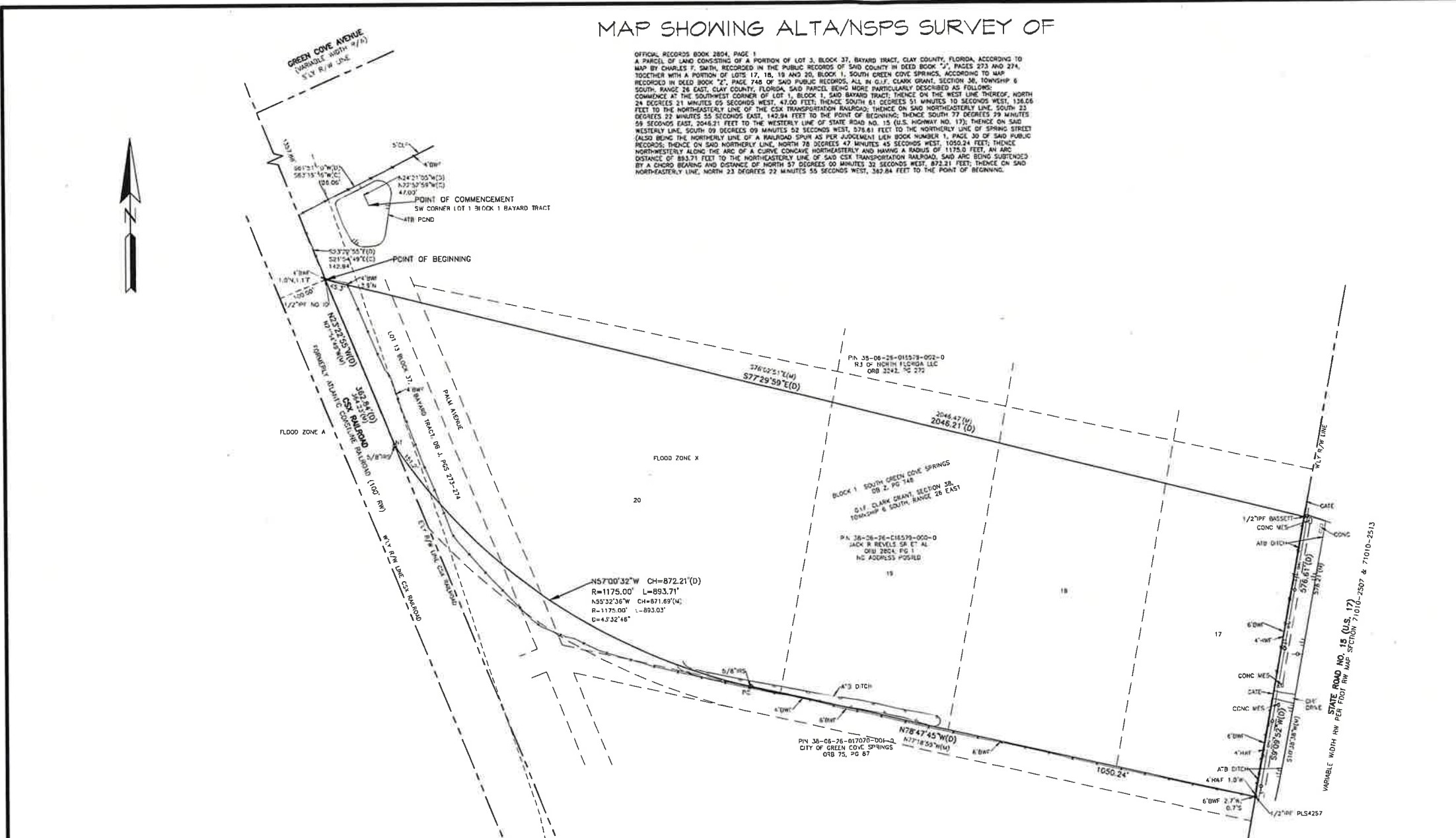
0 237.5 475 950 US Feet

MAP SHOWING ALTA/NSPS SURVEY OF

OFFICIAL RECORDS BOOK 2804, PAGE 1
 A PARCEL OF LAND CONSISTING OF A PORTION OF LOT 3, BLOCK 37, BAYARD TRACT, CLAY COUNTY, FLORIDA, ACCORDING TO MAP BY CHARLES F. SMITH, RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY IN DEED BOOK "A", PAGES 273 AND 274, TOGETHER WITH A PORTION OF LOTS 17, 18, 19 AND 20, BLOCK 1, SOUTH GREEN COVE SPRINGS, ACCORDING TO MAP RECORDED IN DEED BOOK "C", PAGE 748 OF SAID PUBLIC RECORDS, A.L. IN G.L.F. CLARK GRANT, SECTION 36, TOWNSHIP 6 SOUTH, RANGE 28 EAST, CLAY COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, SAID BAYARD TRACT; THENCE ON THE WEST LINE THEREOF, NORTH 24 DEGREES 21 MINUTES 09 SECONDS WEST, 41.00 FEET; THENCE SOUTH 61 DEGREES 51 MINUTES 10 SECONDS WEST, 126.65 FEET TO THE NORTHEASTLY LINE OF THE CSX TRANSPORTATION RAILROAD; THENCE ON SAID NORTHEASTLY LINE, SOUTH 23 DEGREES 22 MINUTES 09 SECONDS EAST, 142.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 77 DEGREES 29 MINUTES 58 SECONDS EAST, 2048.21 FEET TO THE WESTERN LINE OF STATE ROAD NO. 15 (U.S. HIGHWAY NO. 17); THENCE ON SAID WESTERN LINE, SOUTH 09 DEGREES 09 MINUTES 52 SECONDS WEST, 576.81 FEET TO THE NORTHERLY LINE OF SPRING STREET (ALSO BEING THE NORTHERLY LINE OF A RAILROAD SPUR AS PER JUDGMENT LEM BOOK NUMBER 1, PAGE 20 OF SAID PUBLIC RECORDS; THENCE ON SAID NORTHERLY LINE, NORTH 78 DEGREES 47 MINUTES 45 SECONDS WEST, 1050.24 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.5 FEET, AN ARC DISTANCE OF 883.71 FEET TO THE NORTHEASTLY LINE OF SAID CSX TRANSPORTATION RAILROAD, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 57 DEGREES 00 MINUTES 32 SECONDS WEST, 873.21 FEET; THENCE ON SAID NORTHEASTLY LINE, NORTH 23 DEGREES 22 MINUTES 09 SECONDS WEST, 382.84 FEET TO THE POINT OF BEGINNING.



VICINITY MAP N.T.S.



SURVEYOR'S NOTES:

1. THIS IS A BOUNDARY SURVEY.
2. OWNERSHIP OF FENCES, IF ANY, UNDETERMINED; FENCE TIES ARE TO THE FACE OF THE FENCING.
3. THIS IS A SURFACE LOCATION SURVEY ONLY; UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER LINES, SEWER LINES, DRAINAGE LINES, ELECTRIC LINES, CABLE TELEVISION AND TELEPHONE LINES WERE NOT LOCATED BY THIS SURVEY; VISIBLE ABOVEGROUND APPURTENANCES WERE LOCATED AS DELINEATED ON THIS MAP, UNLESS OTHERWISE NOTED.
4. THIS IS A COPYRIGHTED DOCUMENT; NO PORTION OF IT MAY BE REPRODUCED, WHOLLY OR IN PART, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF R.E. HOLLAND & ASSOCIATES, INC.
5. THIS SURVEY MAP DOES NOT REFLECT OR DETERMINE OWNERSHIP.
6. THE RELATIVE LINEAR DISTANCE ACCURACY FOR THIS SURVEY EXCEEDS 1:10,000.
7. ALL MEASUREMENTS ARE IN U.S. STANDARD FEET AND WERE MADE WITH A THEODOLITE AND ELECTRONIC DISTANCE MEASURING DEVICE AND/OR STEEL TAPE.
8. THE FIELD WORK WAS COMPLETED ON 11-13-20.
9. BEARINGS SHOWN HEREON ARE REFERENCED TO THE WESTERY RIGHT OF WAY LINE OF STATE ROAD 15 BY A BEARING OF S10°38'36\"/>

SCHEDULE B SECTION 2

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

LEGEND

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

SURVEYOR'S CERTIFICATE

TO NEED CERTS

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

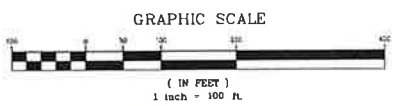
DATE: 11/16/2020



SCALE 1"=100'

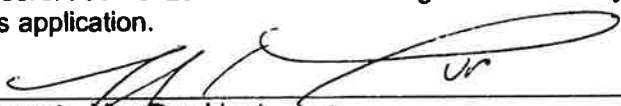


DATE NOVEMBER 16, 2020

BOB L. FITMAN
 PROFESSIONAL SURVEYOR & MAPPER
 STATE OF FLORIDA - LS No. 4827
 Pfitman@etmsurvey.com





PROPERTY OWNER AFFIDAVIT

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

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

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

FILE 121-230103027

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

Space Above This Line For Recording Data

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

See Exhibit "A"

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

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

Signed, sealed and delivered
in the presence of:

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

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

Sharon A. Hudson
Witness

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

Print Name: SHARON A. HUDSON

Pam Bowser
Witness

Pam Bowser
Print Name

BK: 4772 PG: 1946

STATE OF FLORIDA)

COUNTY OF DUVAL)

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



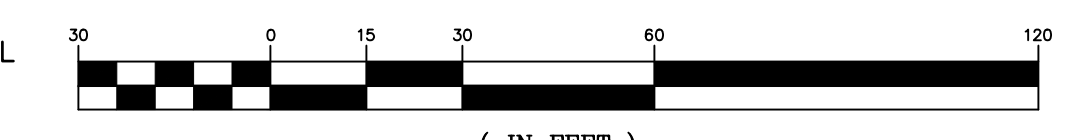
SHARON A. HUDSON
Commission # HH 460421
Expires December 11, 2027

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

EXHIBIT "A"

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

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

LEGEND

- = WETLANDS (FLAGGED)
- = WETLANDS (AERIAL INTERPRETATION)
- = UPLAND BUFFER
- = WETLAND IMPACT
- = COMMON AREA SIDEWALK (SEE NOTE)
- C&G = CURB & GUTTER
- QL = QUEUE LENGTH
- BTSD = BRAKE TO STOP DISTANCE
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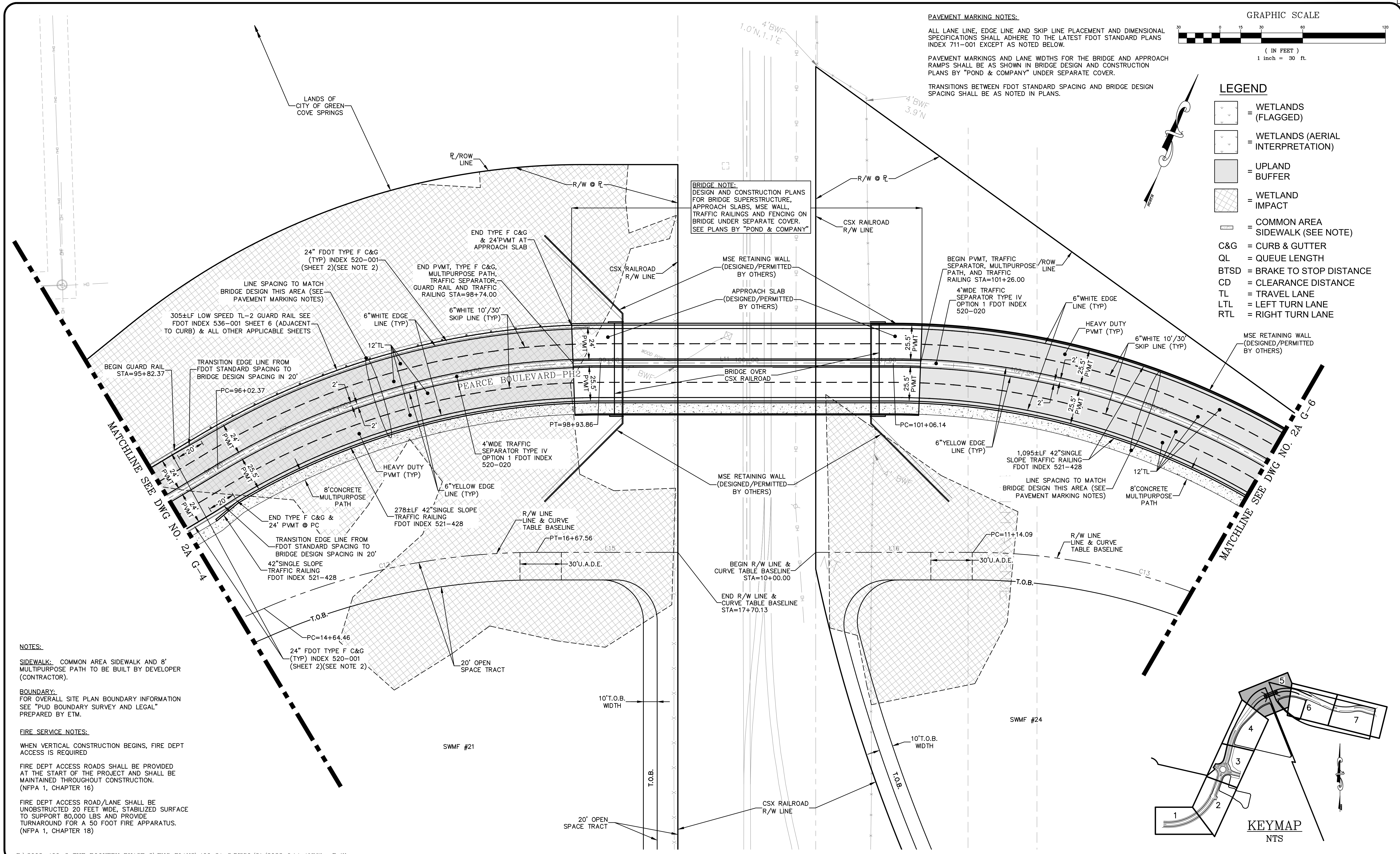
PAVEMENT MARKING NOTES:

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

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

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

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



NOTES:

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

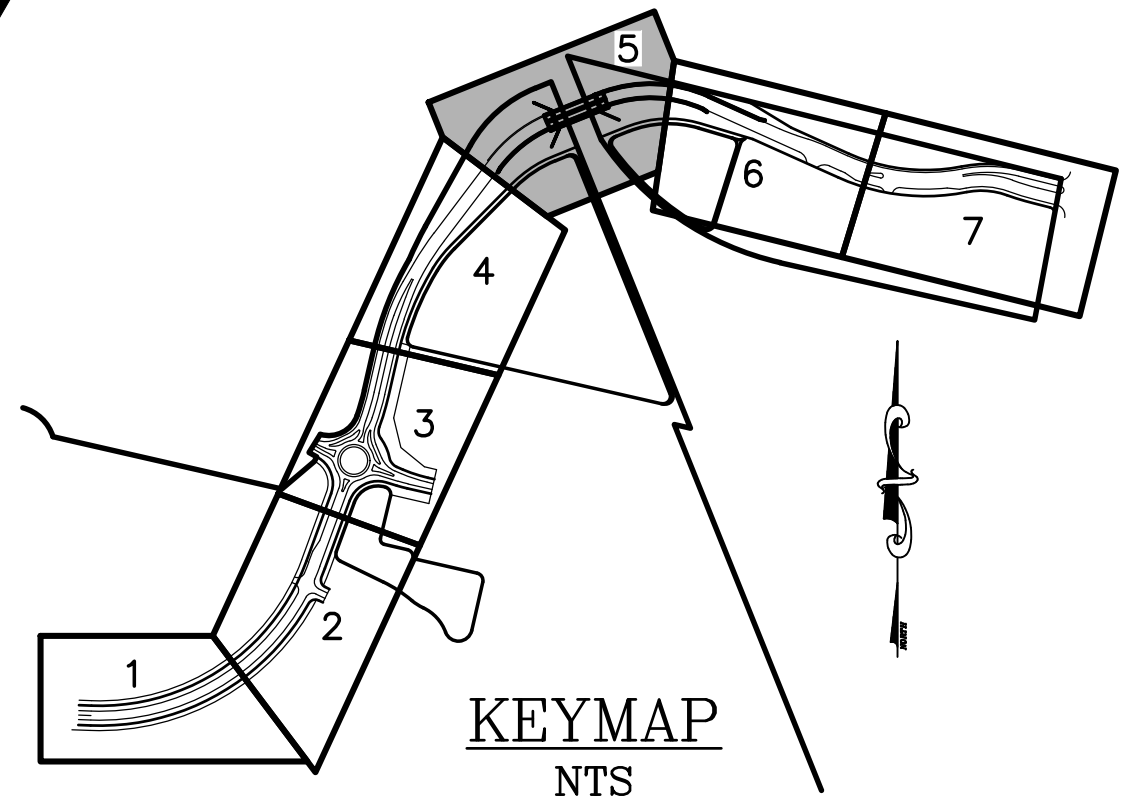
BOUNDARY: FOR OVERALL SITE PLAN BOUNDARY INFORMATION SEE "PUD BOUNDARY SURVEY AND LEGAL" PREPARED BY ETM.

FIRE SERVICE NOTES:

WHEN VERTICAL CONSTRUCTION BEGINS, FIRE DEPT ACCESS IS REQUIRED

FIRE DEPT ACCESS ROADS SHALL BE PROVIDED AT THE START OF THE PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. (NFPA 1, CHAPTER 16)

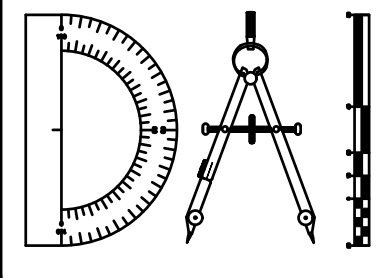
FIRE DEPT ACCESS ROAD/LANE SHALL BE UNOBSTRUCTED 20 FEET WIDE, STABILIZED SURFACE TO SUPPORT 80,000 LBS AND PROVIDE TURNAROUND FOR A 50 FOOT FIRE APPARATUS. (NFPA 1, CHAPTER 18)



P:\2008-499-2 THE ROOKERY PHASE 2\ENG PLANS\499 2A G.DWG/21/2023 6:14 AMMike Reilly

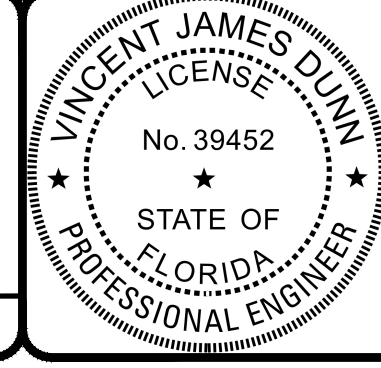
REVISIONS		
NO.	DATE	DESCRIPTION

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



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

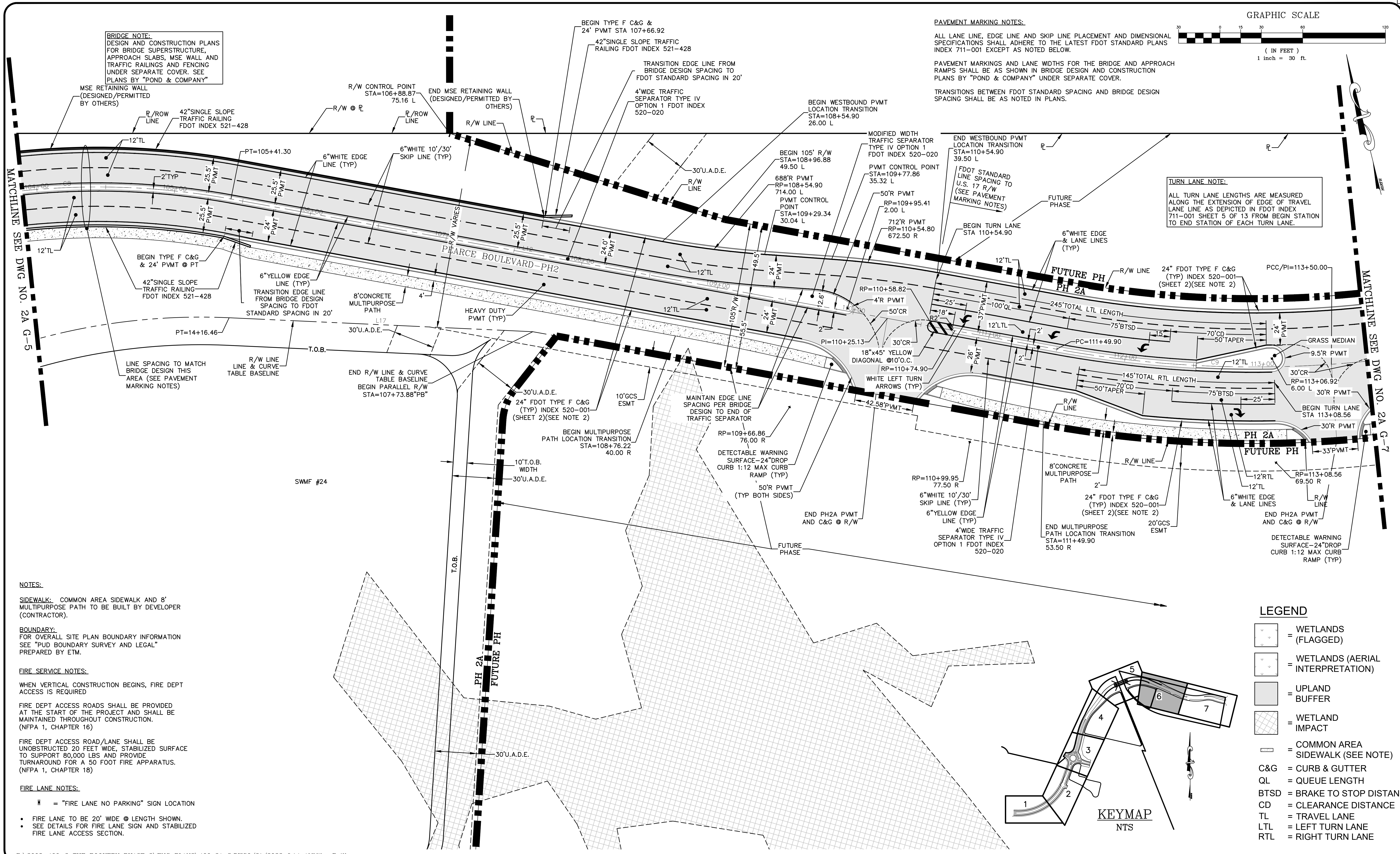
THE ROOKERY - PH 2A, 2B & (PHASE 3 CLEARING & GRADING)
 FOR:
D.R. HORTON INC. - JACKSONVILLE
 CLAY COUNTY, FLORIDA
 2A GEOMETRY PLAN - PEARCE BLVD



This item has been electronically signed and sealed by Vincent J. Dunn, P.E. on 09/21/2023 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

VINCENT J. DUNN ENGINEER NO. 99456
 DAVID M. TAYLOR ENGINEER NO. 44184
 GLEN R. WIEGER ENGINEER NO. 81412

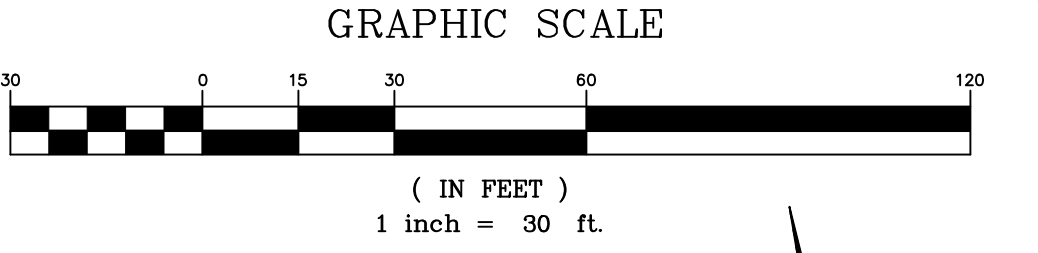
Sheet No. 22 of 130
2A G-5
 DWG. NO.



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

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



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

NOTES:

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

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

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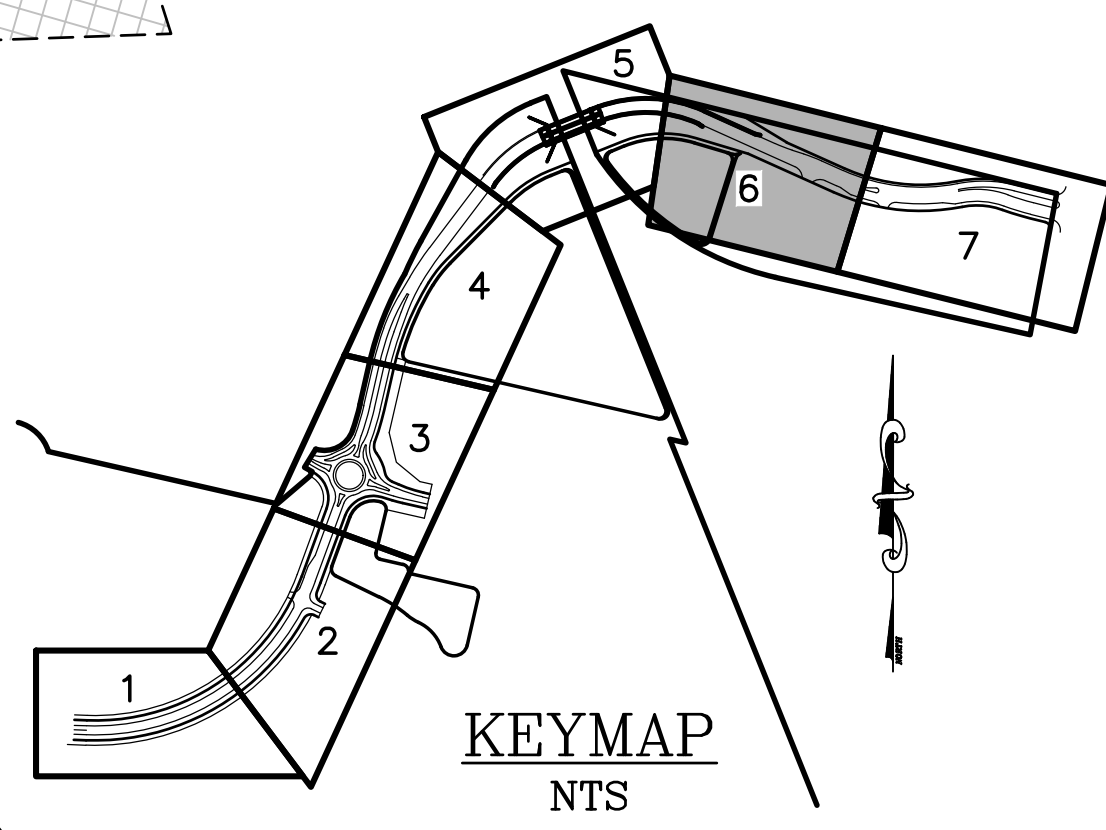
FIRE DEPT ACCESS ROAD/LANE SHALL BE UNOBSTRUCTED 20 FEET WIDE, STABILIZED SURFACE TO SUPPORT 80,000 LBS AND PROVIDE TURNAROUND FOR A 50 FOOT FIRE APPARATUS. (NFPA 1, CHAPTER 18)

FIRE LANE NOTES:

H = "FIRE LANE NO PARKING" SIGN LOCATION

- FIRE LANE TO BE 20' WIDE @ LENGTH SHOWN.
- SEE DETAILS FOR FIRE LANE SIGN AND STABILIZED FIRE LANE ACCESS SECTION.

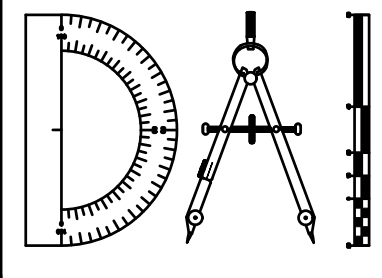
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 - = LEFT TURN LANE
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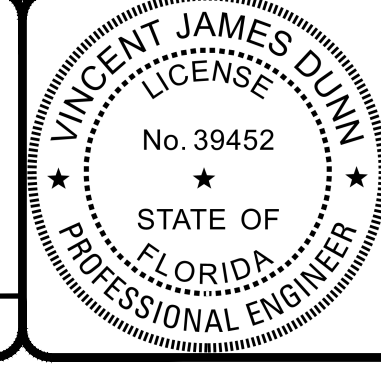
REVISIONS		
NO.	DATE	DESCRIPTION

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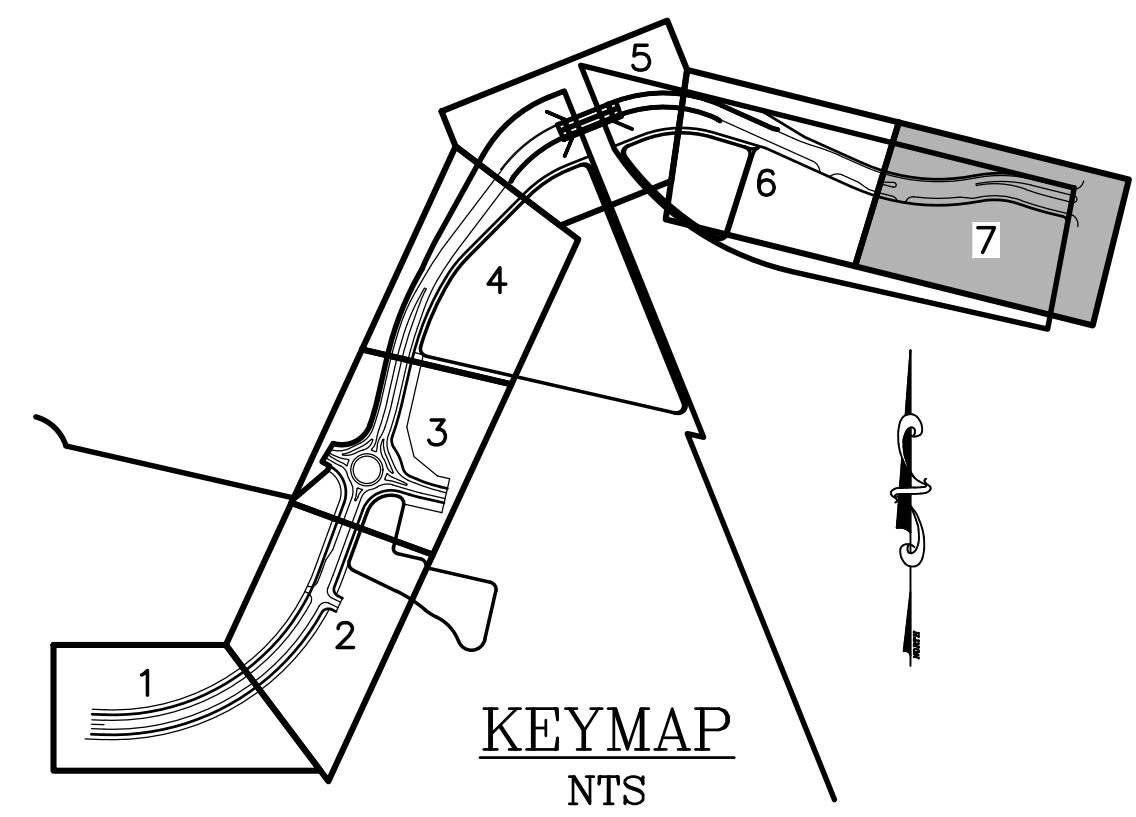
THE ROOKERY - PH 2A, 2B & (PHASE 3 CLEARING & GRADING)
 FOR:
D.R. HORTON INC. - JACKSONVILLE
 CLAY COUNTY, FLORIDA
 2A GEOMETRY PLAN - PEARCE BLVD



This item has been electronically signed and sealed by Vincent J. Dunn, P.E. on 09/21/2023 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

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

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



NOTES:

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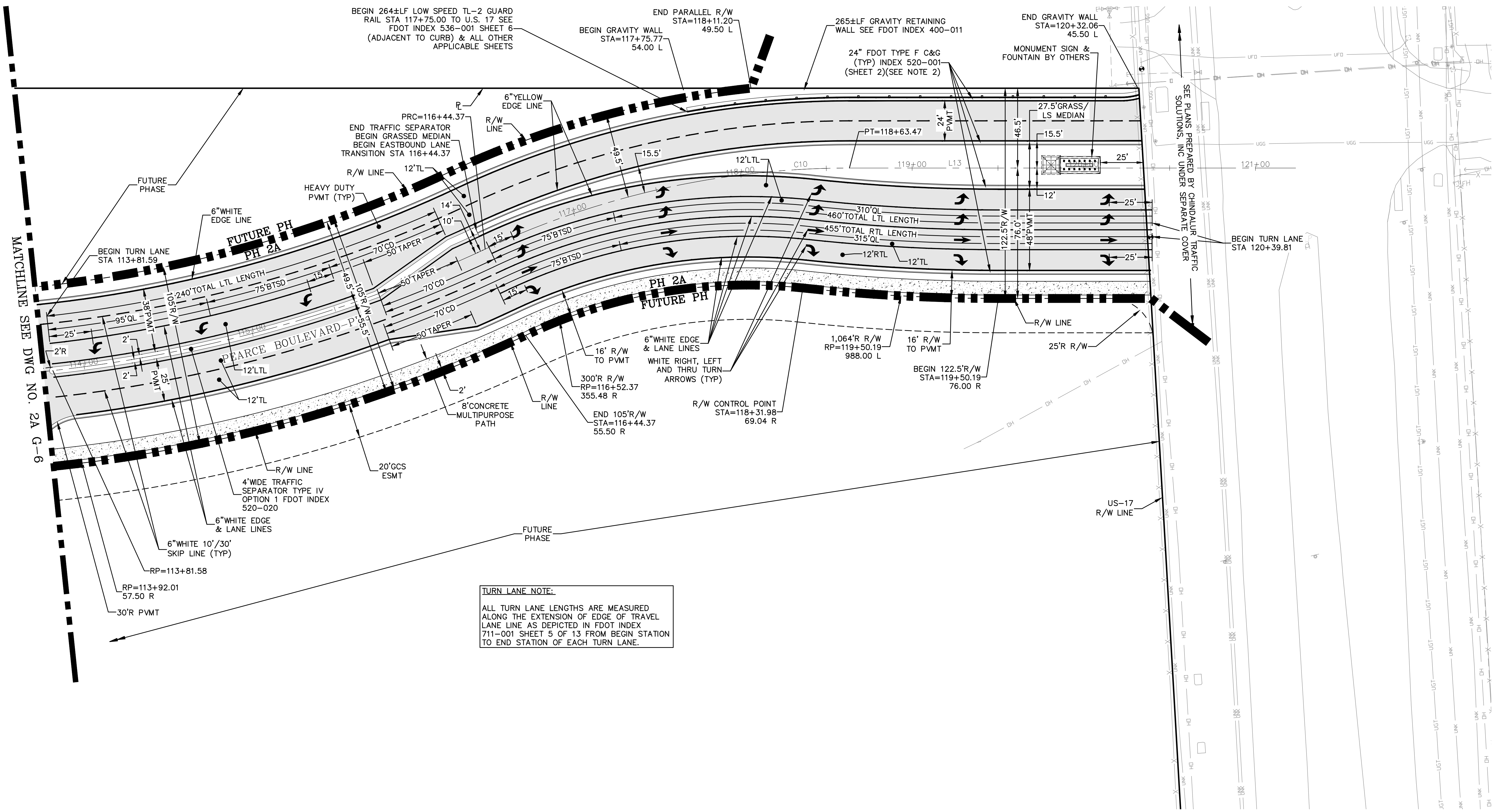
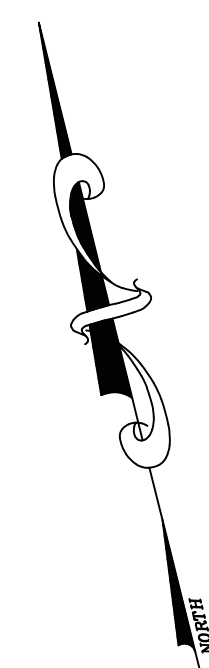
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GRAPHIC SCALE

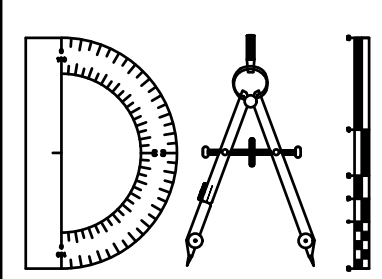


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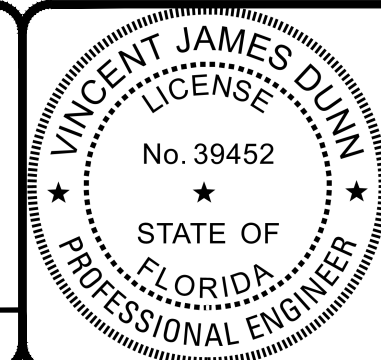
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 DAVID M. TAYLOR ENGINEER NO. 44184
 GLEN R. WIEGER ENGINEER NO. 81412

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

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

Property and Applicant Information

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

Property Location



Item #5.



Legend

- Roads
- Target Parcel
- Parcels





Legend

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

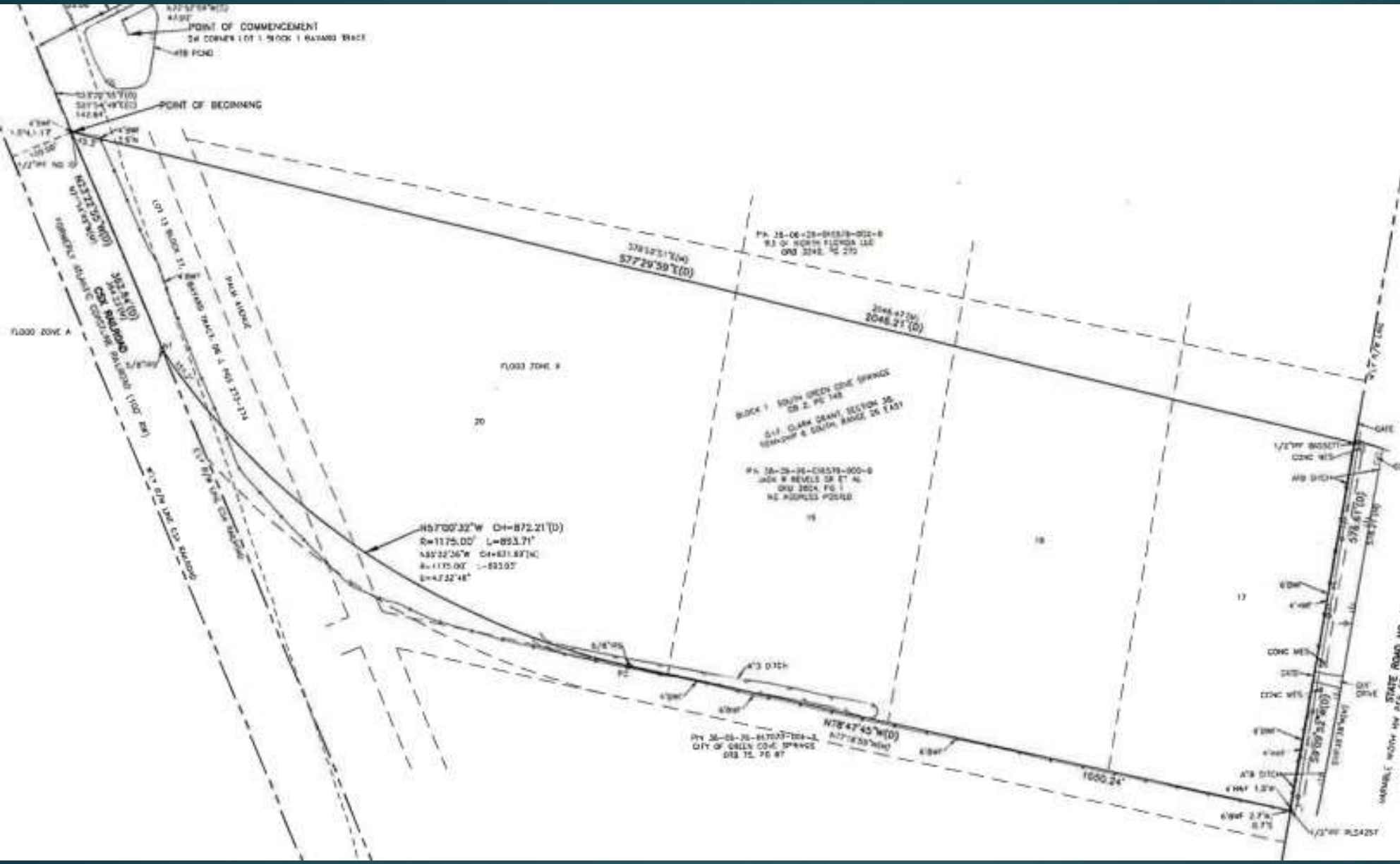


Proposed Zoning

C-2 (Commercial High Intensity)

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

Boundary Survey



ROOKERY PHASE 2A

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

Item #5.

Pearce Blvd



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

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

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

PRELIMINARY PLAN

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



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

Trip Calculations

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

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

Compatibility

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

Staff Recommendation

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



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** August 6, 2024
FROM: Michael Daniels, AICP, Development Services Director
SUBJECT: First Reading of Ordinance O-19-2024, requesting for closure of transportation connection between Grove Street and St Johns Avenue *Michael Daniels*

PROPERTY DESCRIPTION

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

PROPERTY LOCATION: Grove Street/St Johns Avenue Intersection

FILE NUMBER: PHR-24-001

SURROUNDING LAND USE

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

BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

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

Due to the timing of the improvements, it shall be necessary for the applicant to provide a temporary barrier and temporary drop-off / pickup stacking plan prior to the school year starting on August 12, 2024.

Comprehensive Plan Factual Support

Objective 1.3. Character and Compatibility

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

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

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

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

Attachments Include:

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

STAFF RECOMMENDATION

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

- Provide a temporary barrier prior to the start of the school year that restricts access to Grove Street from St Johns Avenue that complies with FDOT Standard Plans for Road Construction design criteria Index 102-100 and provide reflectors as approved by City staff.
- As part of the construction of the Site Development Plan as required by the approved Special Exception (SE-24-002) for the Church/School located at 1106 N Orange Avenue, the applicant/developer shall be required to remove the asphalt and lime rock within the portion of closed right-of-way from St Johns Avenue for 10' from the Right of Way as shown on Exhibit "B", as well as sod, landscape and buffer the area meeting the following requirements:
 - Provide a 6' high brick, stone or concrete block wall as set forth in the buffering requirements in Sec. 113-243(f) of the City Land Development Code at 10' from the right of way line as shown on Exhibit "B".
 - Small trees as set forth in the landscape buffer specifications in Sec. 113-243(f)(8) providing an average of 1 tree per 25 lineal feet and irrigating through the establishment period of said landscaping.
 - Provide a continuous hedge row pursuant to the specifications set forth in Sec. 113-244(f)(8)(b.).
 - Maintenance Agreement pursuant to Sec. 101-331 of the City LDC shall be required as part of the Site Development Plan approval.
 -

RECOMMENDED MOTIONS:

Motion to recommend approval of the first reading of Ordinance O-19-2024 for form and legality, to close and discontinue access between Grove Street and St Johns Avenue subject to staff comments.

ORDINANCE NO. O-19-0024

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

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

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

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

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

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

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

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

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

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

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

- Provide a temporary barrier prior to the start of the school year that restricts access to Grove Street from St Johns Avenue that complies with FDOT Standard Plans for Road Construction design criteria Index 102-100.

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

SECTION 5. CLOSURE AND DISCONTINUED USE OF A PORTION OF THE INTERSECTION OF ST JOHNS AVENUE AND GROVE STREET AS IDENTIFIED IN EXHIBIT "A".

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

SECTION 6. CONFLICTS. If any portion of this Ordinance is in conflict with any other ordinance, then the provisions of this ordinance shall govern.

SECTION 7. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 8. EFFECTIVE DATE. This ordinance shall become effective immediately on the date City Council approves the ordinance on 2nd reading

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

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

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

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney

Exhibit “A”



 Road Closure

0 37.5 75 150 Feet



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

City of Green Cove Springs Public Hearing Request

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

A. PROCESS:

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

B. TYPE OF PUBLIC HEARING & REQUEST DESCRIPTION

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

DESCRIPTION:

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

C. APPLICATION INFORMATION

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

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

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



I/We certify and acknowledge that:

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

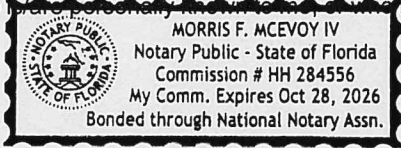
** Owners' authorization attached*

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

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

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

NOTARY SEAL



[Handwritten Signature]

Office Use Only:

Date Received: _____ Review Date: _____

Petition contains all required information: Yes _____ No _____

FLUM: _____ Zoning: _____

Petition is consistent with Comprehensive Plan: _____

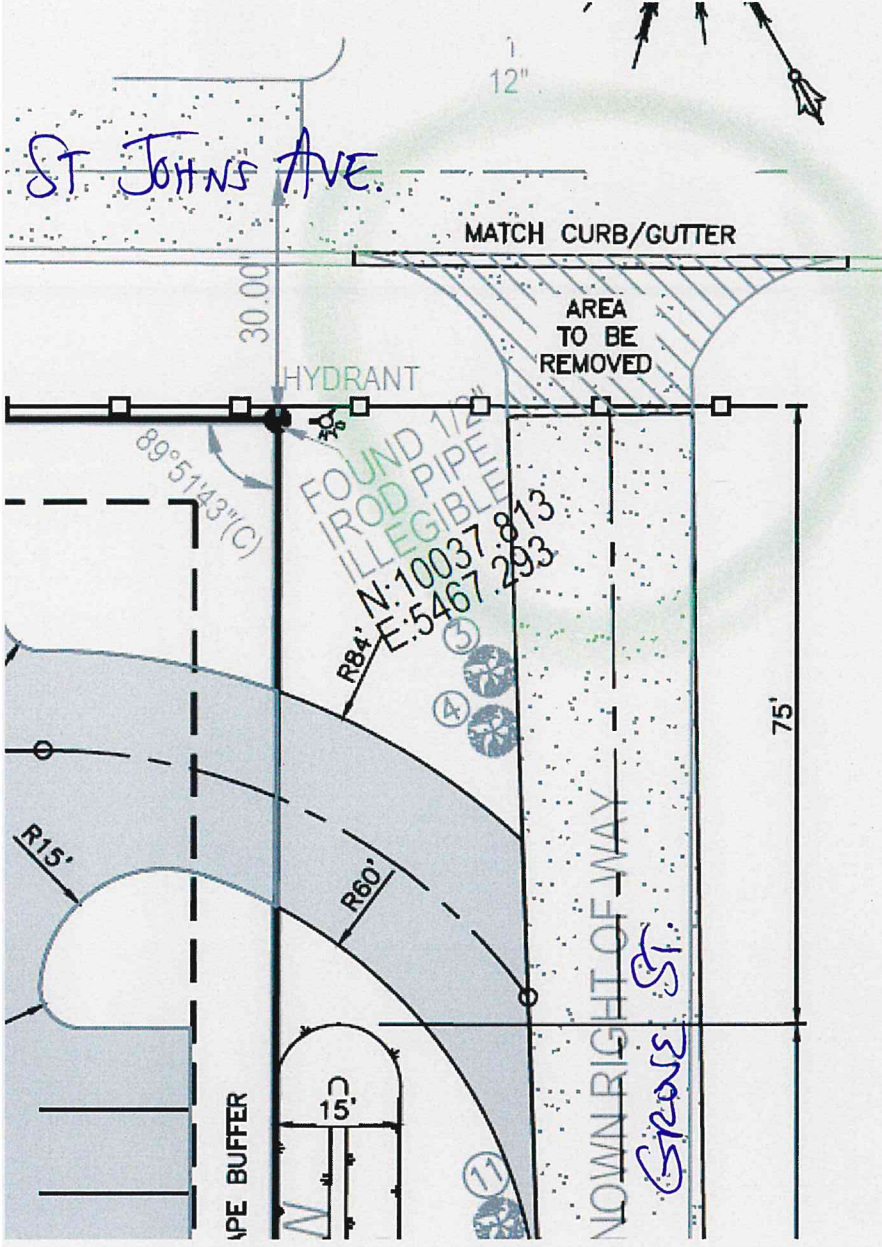
Petition is consistent with Zoning: _____

Petition Accepted: Yes _____ No _____

Comments/Conditions of Approval: _____

Petition Rejected: Yes _____ No _____

Reason: _____



<h1 style="margin: 0;">TOCOI π Engin</h1> <p style="margin: 0;">714 NORTH ORANGE AVENUE, GREEN COVE SF PH: 904-215-1388 E.B. NUMBER</p>	
<p>ENGINEER OF RECORD CHARLES SOHM</p>	<p>FLORIDA REGISTRATION NUMBER: 79289</p>

Item #6.



PROPERTY OWNER AFFIDAVIT

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

I hereby certify that:

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

Property owner signature: [Signature]

Printed name: Christian Pope for Springs Chapel Corp.

Date: 5/6/2024

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

as identification.



[Signature]
Signature of Notary Public, State of FL



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

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

PROPERTY DESCRIPTION

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

PROPERTY LOCATION: 1106 N Orange Avenue

PARCEL NUMBER: 017553-000-00

FILE NUMBER: SE 24-002

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

FUTURE LAND USE DESIGNATION: Mixed-Use / Neighborhood

SURROUNDING LAND USE

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

SOUTH: FLU: MU
Z: GCC
Use: Vacant

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

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

BACKGROUND

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

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

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

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

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

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

Code Enforcement

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

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

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

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

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

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

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

Special Exception Review Criteria

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

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

STAFF RECOMMENDATION

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

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

Submittal timeframes

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



City of Green Cove Springs

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

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

July 16, 2024

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

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

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

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

Conditions-

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

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

Submittal timeframes-

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

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

Sincerely,



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

CITY OF GREEN COVE SPRINGS PLANNING & ZONING BOARD MEETING

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



MINUTES

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

ROLL CALL

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

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

APPROVAL OF MINUTES

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

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

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

Motion passed 5-0.

PUBLIC HEARINGS

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

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

Chairman Danley opened the public hearing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chairman Danley closed the public hearing.

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

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

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

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

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

Conditions-

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

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

Submittal timeframes:

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

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

Motion passed 3-2.

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

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

Chairman Danley opened the public hearing.

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

Chairman Danley closed the public hearing.

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

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

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

Motion passed 5-0

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

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

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

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

ACTION ITEMS

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

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

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

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

Motion passed 5-0

BOARD BUSINESS

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

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

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

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

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

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

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

Board discussion followed.

ADJOURNMENT

Chairman Danley adjourned the meeting at 7:14pm

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

CITY OF GREEN COVE SPRINGS, FLORIDA

Joshua Danley, Chairman

Attest:

Lyndie Knowles, Development Services Rep.

Request to close transportation connection between Grove Street and St Johns Avenue

Property and Applicant Information

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

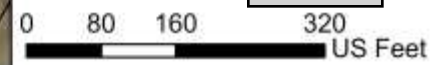
Property Location

Item #6.



Legend

- Roads
- Target Parcel
- Parcels



Grove St (West)



Item #6.

St Johns (North)

Item #6.



St Johns south

Item #6.



Spring Chapel Special Exception SE 24-02

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

Staff Recommendation:

▶ Staff recommends approval of the closure with the following conditions:

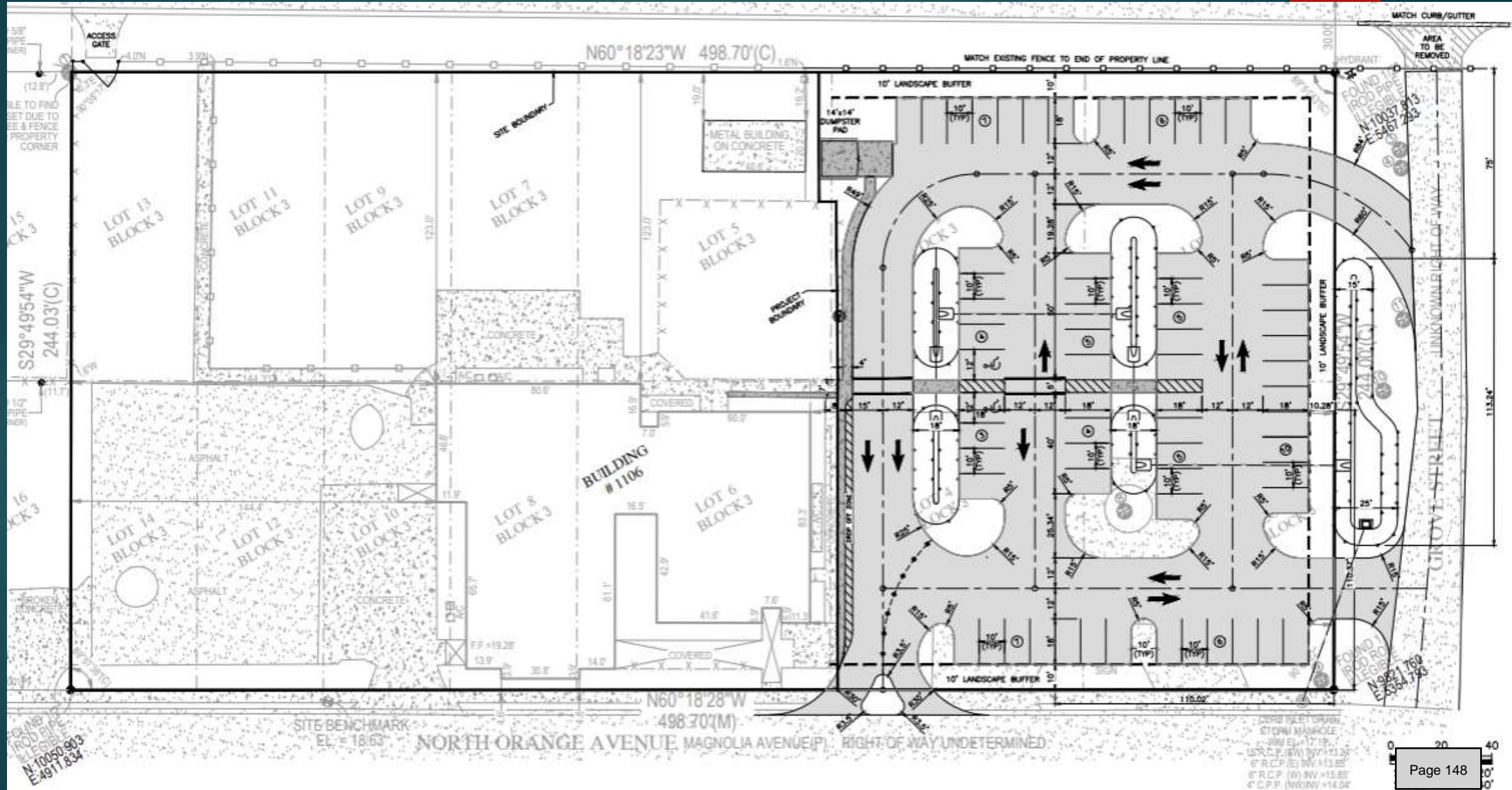
- Provide and maintain a temporary barrier that complies with FDOT Standard Plans for Road Construction design criteria Index 102-100 and provide reflectors as approved by City staff.
- ▶
- Permanent Barrier (with site plan submittal)
 - Provide a 6' high brick, stone or concrete block wall as set forth in the buffering requirements in Sec. 113-243(f) of the City Land Development Code at 10' from the right of way line as shown on Exhibit "B".
 - Small trees as set forth in the landscape buffer specifications in Sec. 113-243(f)(8) providing an average of 1 tree per 25 lineal feet and irrigating through the establishment period of said landscaping.
 - Provide a continuous hedge row
 - Maintenance Agreement

Recommended Motion:

- ▶ Motion to approve the road closure with the following conditions:

Master Plan

Item #6.





STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** August 6, 2024
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval of funding in the amount of \$72,225.00 for rehabilitation of Lift Station # 315 and \$88,500.00 for rehabilitation of lift Station # 316 for a grand total of \$160,725.00.

BACKGROUND

Water Department staff has an ongoing capital expenditure to rehabilitate aging lift stations to ensure system performance and dependability. In past years these expenditures have been “carried over” and the funds not expended. These lift stations have potential critical failures and repairs can not be postponed.

Staff has requested additional bids from PBM Constructors, Jax Utilities Management, and R2T. R2T is the only company to respond.

FISCAL IMPACT

\$160,725.00 from the wastewater department capital improvement program (CIP) budget.

RECOMMENDATION

Approve funding in the amount of \$72,225.00 for rehabilitation of Lift Station # 315 and \$88,500.00 for rehabilitation of lift Station # 316

From: Scott Purvis <spurvis@rcmutilities.com>

Sent: Thursday, July 18, 2024 7:03 PM

To: Jason Furman <jfurman@greencovesprings.com>; Scott Schultz <sshultz@greencovesprings.com>

Cc: Chris Creech <chris@rcmutilities.com>; Clayton Ruff <cruff@rcmutilities.com>; Bob Baker <bob@rcmutilities.com>; Melissa Moss <melissa@rcmutilities.com>

Subject: Greencove Springs Lift Stations 315 and 316 Updated Proposals

Scope of Work for Lift Station 315

Owner to provide full bypass pump, hose, and fitting system.

Coat Wet Well & Terminal Manhole with SewperCoat, Calcium/Aluminate Mortar Originally only 1 terminal manhole was to be coated in the new attached proposal, there is an allowance for 2 manhole coating.

Install new ½" stainless steel base plates with SS hardware.

Install new 4" Flygt Base ells.

Install 4 new SCH 40, Type 316, 2" Guide Rails with new top rail bracket.

Install new 4" Risers from the base ell to the first 90 out of the wet well where the green discharge piping starts.

Re-Paint the existing, above ground valve cluster with epoxy paint.

Install a new 4", slurry down pipe for emergency vacuuming.

Install new stainless steel Float hanger .

DI Price \$80,400.00

HDPE Price \$69,500.00

SCH 40 SS Price \$66,785.00 New proposal Price-\$72,225.00 The increase is for the additional terminal manhole to be coated.

SCH 10 SS Price \$64,780.00

Scope of Work for Lift Station 316

Owner to provide full bypass pump, hose, and fitting system.

Demo existing temporary 3" PVC Valves & Discharge Piping

Coat Wet Well with SewperCoat, Calcium/Aluminate Mortar

Install new ½" stainless steel base plates with SS hardware.

Install new 4" Flygt Base ells.

Install 4 new SCH 40, Type 316, 2" Guide Rails with new top rail bracket.

Install new 4" Risers from the base ell to the first 90 out of the wet well where the green discharge piping starts.

Install a new 4", slurry down pipe for emergency vacuuming.

Demo pipe and fittings in the existing valve vault and fill with flowable concrete.

Install new 4" P401 lined, ductile iron pipe and fittings for an above ground valve system Lift Station Standard plan sheet. New above ground piping to be 4" SCH 40, Type 316, Stainless Steel.

Install 2-new Stainless-Steel Diaphragm and pressure gauges on the above ground piping.
 Install new 4" P401 lined, ductile iron pipe, fittings and brass cam-loc fittings for a wet well vacuum slurry system. **New Vacuum line to be SCH 40 Type 316, Stainless Steel.**
 Install underground new 4" P401 lined, ductile iron pipe, fittings, and valves for an emergency pump off connection with brass cam-loc fittings. **New Pump off to be 4", SCH 40, Type 316, Stainless Steel.**
 Install a new 4" isolation valve between the emergency pump off connection and the above ground valve system to allow servicing of the above ground check and plug valves.
 Install new stainless steel Float hanger .

DI Price \$108,800.00

HDPE Price \$95,350.00

SCH 40 SS Price \$94,800.00 New Proposal Price-\$88,500.00 The savings come from change of the above ground piping from Ductile Pipe and Fittings to Sch 40, Type 316, Stainless Steel.

SCH 10 SS Price \$93.900.00

Thanks,



H. Scott Purvis
Special Project Estimator
 RCM Utilities, LLC
 1451 Pine Grove Rd.
 Eustis, FL 32726

352.561.2990 / office

352.267.0150 / mobile

spurvis@rcmutilities.com

<https://link.edgepilot.com/s/29136f55/Q8F09NqmdEWPfYrm8H44AA?u>

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

**Green Cove Springs
Lift Station #316 Cherry Hill Rehab
R2T 04/13/2023**

Item	Rate	Hours	Total
Construction Project Manager	\$ 125.00	60.00	\$ 7,500.00
Superintendent	\$ 80.50	104.00	\$ 8,372.00
Foreman	\$ 70.20	132.00	\$ 9,266.40
Equipment Operator	\$ 61.40	40.00	\$ 2,456.00
Skilled Const Laborer	\$ 57.00	-	\$ -
Const Laborer	\$ 43.90	-	\$ -
Pipefitter	\$ 61.40	268.00	\$ 16,455.20
Master Electrician	\$ 106.10	-	\$ -
Journeyman Electrician	\$ 84.30	-	\$ -
Master Mechanic	\$ 61.40	-	\$ -
I&C Technician	\$ 104.30	-	\$ -
I&C Programmer	\$ 126.10	-	\$ -
Billing Specialist/Admin	\$ 75.00	24.00	\$ 1,800.00
Total Labor			\$ 45,849.60
Labor OH&P		15%	\$ 6,877.44
Subcontractor			
Subcontractor (3 Days welder)			\$ 8,400.00
Subcontractor (Concrete Cutting Company)			\$ 1,800.00
Subcontractor total			\$ 10,200.00
Mark up (7.5%)		7.50%	\$ 765.00
Materials			
Pipe, fittings, valves and flg accessories		\$38,746.00	\$ 44,557.90
Pump Bases and rail accessories		\$8,984.00	\$ 10,331.60
Misc. Materials (concrete & metals)			\$ 4,025.00
Materials Total			\$ 58,914.50
Materials Mark up(7.5%)		7.50%	\$ 4,418.59
Equipment			
Forklift			\$ 2,300.00
Compact Excavator			\$ 3,200.00
Equipment Total			\$ 5,500.00
mark up (5%)		5%	\$ 275.00
Allowances			
Utility Location, forcemain identification and bypass plugs Allowance			\$ 5,000.00
Pipe Supports Allowance			\$ 2,500.00
			\$ -
Allowances Total			\$ 7,500.00
Cherry Hill LS Total			\$ 140,300.13

Scope of Work:

Install discharge pipe with new pump bases and rails.
All pipe stainless steel 4" with welded fittings
New valves according to GCSC standards
GCSC will provide bypass pumps and vac truck for cleaning

**Green Cove Springs
Lift Station #326 Winn Dixie
R2T 04/13/2023**

Item	Rate	Hours	Total
Construction Project Manager	\$ 125.00	32.00	\$ 4,000.00
Superintendent	\$ 80.50	104.00	\$ 8,372.00
Foreman	\$ 70.20	128.00	\$ 8,985.60
Equipment Operator	\$ 61.40	40.00	\$ 2,456.00
Skilled Const Laborer	\$ 57.00	-	\$ -
Const Laborer	\$ 43.90	-	\$ -
Pipefitter	\$ 61.40	268.00	\$ 16,455.20
Master Electrician	\$ 106.10	-	\$ -
Journeyman Electrician	\$ 84.30	-	\$ -
Master Mechanic	\$ 61.40	-	\$ -
I&C Technician	\$ 104.30	-	\$ -
I&C Programmer	\$ 126.10	-	\$ -
Lodging			
Billing Specialist/Admin	\$ 75.00	24.00	\$ 1,800.00
Total Labor			\$ 42,068.80
Labor OH&P		15%	\$ 6,310.32
Subcontractor			
Subcontractor (3 Days welder)			\$ 8,400.00
Subcontractor (Concrete Cutting Company)			\$ 1,800.00
Subcontractor Total			\$ 10,200.00
Mark up (7.5)		7.50%	\$ 765.00
Materials			
Pipe, fittings, valves and flg accessories		\$ 26,616.01	\$ 30,608.41
Pump Bases and rail accessories		\$ 8,984.00	\$ 10,331.60
Misc. Materials (concrete & metals)			\$ 4,025.00
Material Total			\$ 44,965.01
Materials mark up(7.5%)		7.50%	\$ 3,372.38
Equipment			
Forklift			\$ 2,300.00
Compact Excavator			\$ 3,200.00
Equipment Total			\$ 5,500.00
Mark up (5%)		5%	\$ 275.00
Allowances			
Utility Location, forcemain identification and bypass plugs Allowance			\$ 5,000.00
Pipe Supports Allowance			\$ 2,500.00
Allowances total			\$ 7,500.00
Win Dixie LS TOTAL			\$ 120,956.51

Scope of Work:

Install discharge pipe with new pump bases and rails.
 All pipe stainless steel 4" with welded fittings
 New valves according GCSC standards
 GCSC will provide bypass pumps and vac truck for cleaning

**Green Cove Springs
Lift Station #305 Vermont
R2T 04/13/2023**

Item	Rate	Hours	Total
Construction Project Manager	\$ 125.00	60.00	\$ 7,500.00
Superintendent	\$ 80.50	104.00	\$ 8,372.00
Foreman	\$ 70.20	132.00	\$ 9,266.40
Equipment Operator	\$ 61.40	40.00	\$ 2,456.00
Skilled Const Laborer	\$ 57.00	-	\$ -
Const Laborer	\$ 43.90	-	\$ -
Pipefitter	\$ 61.40	272.00	\$ 16,700.80
Master Electrician	\$ 106.10	-	\$ -
Journeyman Electrician	\$ 84.30	-	\$ -
Master Mechanic	\$ 61.40	-	\$ -
I&C Technician	\$ 104.30	-	\$ -
I&C Programmer	\$ 126.10	-	\$ -
Lodging			
Billing Specialist/Admin	\$ 75.00	24.00	\$ 1,800.00
Total Labor			\$ 46,095.20
Labor OH&P		15%	\$ 6,914.28
Subcontractor			
Subcontractor (3 Days welder)			\$ 8,400.00
Subcontractor (Concrete Cutting Company)			\$ 1,800.00
Subcontractor Total			\$ 10,200.00
Mark up (7.5%)		7.50%	\$ 765.00
Materials			
Pipe, fittings, valves and flg accessories	\$ 18,776.90		\$ 20,279.05
Pump Bases and rail accessories	\$ 8,984.00		\$ 9,702.72
Misc. Materials (concrete & metals)			\$ 3,500.00
Material Total			\$ 33,481.77
Mark up (7.5%)		7.50%	\$ 2,511.13
Equipment			
Forklift			\$ 2,300.00
Compact Excavator			\$ 3,200.00
Equipment Total			\$ 5,500.00
Mark up (5%)		5%	\$ 275.00
Allowances			
Utility Location, forcemain identification and bypass plugs Allowance			\$ 5,000.00
Pipe Supports Allowance			\$ 2,500.00
Allowances total			\$ 7,500.00
<u>Vermont LS TOTAL</u>			<u>\$ 113,242.38</u>

Scope of Work:

Install discharge pipe with new pump bases and rails.
All pipe stainless steel 4" with welded fittings
New valves according GCSC standards
GCSC will provide bypass pumps and vac truck for cleaning

**Green Cove Springs
Lift Station #315 Colonial
R2T 04/13/2023**

Item	Rate	Hours	Total
Construction Project Manager	\$ 125.00	32.00	\$ 4,000.00
Superintendent	\$ 80.50	60.00	\$ 4,830.00
Foreman	\$ 70.20	72.00	\$ 5,054.40
Equipment Operator	\$ 61.40	32.00	\$ 1,964.80
Skilled Const Laborer	\$ 57.00		\$ -
Const Laborer	\$ 43.90	-	\$ -
Pipefitter	\$ 61.40	220.00	\$ 13,508.00
Master Electrician	\$ 106.10	-	\$ -
Journeyman Electrician	\$ 84.30	-	\$ -
Master Mechanic	\$ 61.40	-	\$ -
I&C Technician	\$ 104.30	-	\$ -
I&C Programmer	\$ 126.10	-	\$ -
Billing Specialist/Admin	\$ 75.00	24.00	\$ 1,800.00
Total Labor			\$ 31,157.20
Labor OH&P			15% \$ 4,673.58
Subcontractor			
Subcontractor (2 Days welder)			\$ 5,600.00
Subcontractor (Concrete Cutting Company)			\$ 1,800.00
Subcontractor total			\$ 7,400.00
Mark up (7.5%)			7.50% \$ 555.00
Materials			
Pipe, fittings, valves and flg accessories		\$ 7,152.00	\$ 7,724.16
Pump Bases and rail accessories		\$ 8,984.00	\$ 9,702.72
Misc. Materials (concrete & metals)			\$ 2,500.00
Material Total			\$ 19,926.88
Mark up (7.5%)			7.50% \$ 1,494.52
Equipment			
Forklift			\$ 2,300.00
Equipment Total			\$ 2,300.00
Mark up(5%)			5% \$ 115.00
Allowance			
Pipe Supports Allowance			\$ 2,500.00
Utility Location, forcemain identification and bypass plugs Allowance			\$ 5,000.00
Allowance Total			\$ 7,500.00
Colonial LS TOTAL			\$ 75,122.18

Scope of Work:

Install discharge pipe with new pump bases and rails.
All pipe stainless steel 4" with welded fittings
New valves according GCSC standards
GCC will provide bypass pumps and vac truck for cleaning



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** August 6, 2024
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval to standardize on Oakonite Cable for the Rookery Development, and funding in the amount of \$233,500.00 (includes \$11,400.00 refundable reel deposit) for Rookery Phase I cable and \$668,700.00 (includes \$51,300.00 refundable reel deposit) for Rookery Phase II. The developer is responsible for 66% of the funding.

BACKGROUND

Electric Department staff and engineering have analyzed the electric distribution system for the Rookery Development and have chosen Oakonite cable (wire) as the Standard for the development. Due to the long lead times for all electric cable, and the 50-week lead time for Oakonite, orders will be placed for both phases of the development. The developer is responsible for 66% of the cable cost.

FISCAL IMPACT

Approximately \$297,726.00 from the electric department capital improvement program (CIP) budget, pending developer contribution of approximately \$595,452.00.

RECOMMENDATION

Approve Oakonite Cable as the Standard for the Rookery Development, and funding in the amount of \$233,500.00 (includes \$11,400.00 refundable reel deposit) for Rookery Phase I cable and \$668,700.00 (includes \$51,300.00 refundable reel deposit) for Rookery Phase II cable.



Quotation

Item #8.

**STUART C IRBY BR333 LAKE MARY FL
38 SKYLINE DR
SUITE 1000
LAKE MARY FL 32746-7112
407-282-1486 Fax 407-855-4285**

QUOTE DATE	ORDER NUMBER
07/17/24	S014004263
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1

SOLD TO:
CITY OF GREEN COVE SPRINGS
321 WALNUT ST
GREEN COVE SPRINGS, FL 32043-3441

SHIP TO:
CITY OF GREEN COVE SPRINGS
900 GUM ST
GREEN COVE SPRINGS, 32043-2803
904-297-7500 X3306

ORDERED BY: JOE

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
209762		EPR CABLE QUOTE PH1				Erich R Ewoldt	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
EMILY CATALI		07/17/24		Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt		
17500FT		1	*OKON 163-23-4072 1/0-19X AL F/S 260M EPR 25KV 16X14 2500' (+/-) ** GCS Part#E-3435 ** LT is 50 weeks ARO	4500.000M	78750.00		
10000FT		2	^*OKON 162-23-4099 1000MCM-61X AL F/S 260M EPR 25KV 18X.1066 1200' (+/-) ** Lead time is 50 weeks ARO	14310.000M	143100.00		
2EA		3	STEEL REEL DEPOSIT Please adhere to Reel Return Policy to avoid additional charges	5700.000EA	11400.00		
1EA		4	*OKON REEL CUTTING CHARGE *** No cost to GCS	0.000EA	0.00		

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irbyutilities.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

Subtotal	233250.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	233250.00

** Reprint ** Reprint **



A Sonepar Company

Quotation

Item #8.

STUART C IRBY BR333 LAKE MARY FL
 38 SKYLINE DR
 SUITE 1000
 LAKE MARY FL 32746-7112
 407-282-1486 Fax 407-855-4285

QUOTE DATE	ORDER NUMBER
07/17/24	S014004599
REMIT TO:	PAGE NO.
STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	1

SOLD TO:
 CITY OF GREEN COVE SPRINGS
 321 WALNUT ST
 GREEN COVE SPRINGS, FL 32043-3441

SHIP TO:
 CITY OF GREEN COVE SPRINGS
 900 GUM ST
 GREEN COVE SPRINGS, 32043-2803
 904-297-7500 X3306

ORDERED BY: JOE

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
209762		EPR CABLE QUOTE PH2				Erich R Ewoldt	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
EMILY CATALI		07/17/24		Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt		
10000FT		1	*OKON 163-23-4072 1/0-19X AL F/S 260M EPR 25KV 16X14 2500' (+/-) ** GCS Part#E-3435 ** Lead time is 50 weeks ARO	4500.000M	45000.00		
40000FT		2	^*OKON 162-23-4099 1000MCM-61X AL F/S 260M EPR 25KV 18X.1066 1200' (+/-)	14310.000M	572400.00		
9EA		3	STEEL REEL DEPOSIT Please adhere to Reel Return Policy to avoid additional charges	5700.000EA	51300.00		
1EA		4	*OKON REEL CUTTING CHARGE *** No cost to GCS	0.000EA	0.00		

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

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Subtotal	668700.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	668700.00

** Reprint ** Reprint **

Scott Schultz

From: Joe Hansford
Sent: Monday, July 22, 2024 1:03 PM
To: Scott Schultz; Jeremy Harpe; James A. Yeager; Steven Tye
Subject: RE: Quote - Irby

Scott, as the lead time is 50 weeks, yes I would get on order.

Thank You

Joe Hansford

Electric Superintendent

Green Cove Springs, FL. 32043

Mobile : 386-643-8131

Office : 904-297-7093

jhansford@greencovesprings.com



From: Scott Schultz <sschultz@greencovesprings.com>
Sent: Monday, July 22, 2024 6:26 AM
To: Joe Hansford <jhansford@greencovesprings.com>; Jeremy Harpe <jharpe@greencovesprings.com>; James A. Yeager <jyeager@greencovesprings.com>; Steven Tye <stye@greencovesprings.com>
Subject: RE: Quote - Irby

Joe:

Do we want to order Phase I and Phase II now?

From: Joe Hansford <jhansford@greencovesprings.com>
Sent: Thursday, July 18, 2024 9:03 AM
To: Jeremy Harpe <jharpe@greencovesprings.com>; Scott Schultz <sschultz@greencovesprings.com>; James A. Yeager <jyeager@greencovesprings.com>; Steven Tye <stye@greencovesprings.com>
Subject: FW: Quote - Irby
Importance: High

All, here is the primary cable we will be needing for the Rookery project the first two phases. We would like to have only OKONITE cable for the primary from know on as this is the best cable for us. Irby was going to write up our spec for us, please get this on order as the lead times are far out.

Thank You

Joe Hansford
 Electric Superintendent
 Green Cove Springs, FL. 32043
 Mobile : 386-643-8131
 Office : 904-297-7093
jhansford@greencovesprings.com



From: MOLINA Emily <EMolina@irby.com>
Sent: Wednesday, July 17, 2024 2:27 PM
To: Joe Hansford <jhansford@greencovesprings.com>
Cc: EWOLDT Erich <ewoldt@irby.com>; Jeremy Harpe <jharpe@greencovesprings.com>
Subject: RE: Quote - Irby
Importance: High

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.

Joe, as requested, I have attached the stand alone quotes for the EPR cable for the Rookery Project.

I also separated them into each phase, but I can combine into one entire project quote if needed.

Please let me know how we can support you on this or if you have any questions 😊

Emily Molina
 Inside Sales Representative
 Irby Utilities



38 Skyline Dr. Suite# 1000
 Lake Mary, FL 32746
 O: 407-549-3053
 FAX: 407-771-0396

From: MOLINA Emily
Sent: Wednesday, June 19, 2024 11:32 AM
To: Jeremy Harpe <jharpe@greencovesprings.com>
Cc: Joe Hansford <jhansford@greencovesprings.com>; James A. Yeager <jyeager@greencovesprings.com>; EWOLDT

Erich <ewoldt@irby.com>

Subject: RE: Quote - Irby

Importance: High

Jeremy- I sincerely apologize for the delay on these quotes.

Please see the attached excel sheet, 2 formal PDF Irby quotes by phase, and a zip file with the spec sheets for any alternates quoted.

I am attaching a spreadsheet as an additional resource, just to make it all easier to read, but the formal PDF quotes and the spreadsheet are the same.

There are a few notes regarding the spreadsheet attached-

- The first two tabs are the original BOM RFQ from GCS.
- The last two tabs are Irby's submission by project phase. I can combine if needed 😊
- The stock numbers highlighted in RED are items where we quoted your listed approved manufacturer, and an alternate mfg.
- The notes highlighted in YELLOW are notes that will need your attention.
- The quantities in RED are where I had to change the qty requested due to standard pack requirements.
- All prices are firm through 7/19/2024 unless otherwise noted.

If I can answer any questions or help you with anything through this process, please reach out to me!

Thank you all,

Emily Molina

Inside Sales Representative

Irby Utilities

67 days until College football.. 🏈



38 Skyline Dr. Suite# 1000

Lake Mary, FL 32746

O: 407-549-3053

FAX: 407-771-0396

From: Jeremy Harpe <jharpe@greencovesprings.com>

Sent: Tuesday, June 11, 2024 2:57 PM

To: Jeremy Harpe <jharpe@greencovesprings.com>

Cc: Joe Hansford <jhansford@greencovesprings.com>; James A. Yeager <jyeager@greencovesprings.com>

Subject: Quote

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 afternoon, please see attached for updated request for quote with part numbers and manufacturers included in red.

Thank you,

Jeremy Harpe

Procurement Warehouse Specialist

City of Green Cove Springs
900 Gum Street
Green Cove Springs, FL 32043
(904) 297-7062

Item #8.

Proclamation

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

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

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

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

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

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

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

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

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

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

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

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk





STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** August 6, 2024
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval to add funding in the amount of \$953,000.00 to the Harbor Road WWTF Construction Loan WW100420, SG100421, to purchase a Centrisys trailer mounted centrifuge.

BACKGROUND

Residuals (sludge) generated by the wastewater treatment plant are currently processed through contract services with Synagro. Over the last few years, the number of centrifuges operated by Synagro has decreased by over 50%. Staff have some concern about this service from Synagro being interrupted or experiencing delays in mobilization. There are no other companies that can provide this service at this time. Removal of residuals from the facility is imperative to the operation.

The wastewater capital improvement program has had this item in the budget for three years. The plan was to roll the centrifuge into the HRWWTF Phase III project and associated funding. Due to the contractor bankruptcy and associated delays, this project is two years behind schedule, and it will be another year before we can **apply** for the funding. FDEP is considering allowing the centrifuge to be included in the existing HRWWTF construction loan, which is a 20-year loan at 0.05% interest.

FISCAL IMPACT

\$953,000.00 from the wastewater department capital improvement program (CIP) budget.

RECOMMENDATION

Approve adding funding in the amount of \$953,000.00 to the Harbor Road WWTF Construction Loan WW100420, SG100421, to purchase a Centrisys trailer mounted centrifuge.



CLEAN WATER REQUEST FOR FUNDING

Item #10.

TO: Ethan Morrow

THROUGH: Mike Chase Michael Chase Digitally signed by Michael Chase
Date: 2024.07.25 09:27:08 -04'00'

Project Cost Worksheet Attached as PDF

FROM: Catherine Murray Digitally signed by Catherine Murray
Date: 2024.07.24 15:28:20 -04'00'

Priority Score Entered in Database

DATE: 07/24/24

Met Deadlines

PROJECT WW 10042 - Green Cove Springs

DESCRIPTION Harbor Road WWTF Expansion, Phase 2

The applicant has requested that the project be placed on the fundable portion of the priority list on 08/14/24. The project meets requirements for funding as evidenced by completion of the following criteria:

Affordability Index:	<u>101.58</u>	Priority Score:	<u>459.84</u>
Service Area Population:	<u>6984</u>	Principal Forgiveness/Grant %:	<u>0</u>

Preconstruction Funding Loan Type: Planning: Design: Rollover to Design:

RFI Complete/Updated	Date	_____
Planning Documents Complete	Date	_____
Consultant Contract Received? yes or no		_____
Rollover to Design? yes or no		_____
(If yes, complete loan increase below)		
Principal Forgiveness <input type="checkbox"/> or Grant <input type="checkbox"/>	Listing Amount	_____
Loan Listing Amount (this only includes loan to be repaid)		
Other Funding Amount		
<u>Total Authorized SRF Loan Amount</u>		
<u>0</u>		

Construction Funding

Segment Cap Project

RFI Complete/Updated	Date	_____
Planning Documents Complete	Date	_____
Biddable Plans/Specs or RFP/RFQ Complete	Date	_____
Construction Permit Issued/Intent to Issue	Date	_____
Site Certification	Date	_____
Principal Forgiveness <input type="checkbox"/> or Grant <input type="checkbox"/>	Listing Amount	_____
Loan Listing Amount (this only includes loan to be repaid)		
Other Funding Amount		
<u>Total Authorized SRF Loan Amount</u>		
<u>0</u>		

No. of Contracts _____
Contract Title(s) _____

Project Funding Increase

Justification for Increase Attached? yes or no	<u>yes</u>
Principal Forgiveness <input type="checkbox"/> or Grant <input type="checkbox"/>	Listing Amount <u>0</u>
Loan Listing Amount (this only includes loan to be repaid) <u>953000</u>	
Other Funding Amount <u>1500000</u>	
Principal Forgiveness <input type="checkbox"/> or Grant <input checked="" type="checkbox"/>	Amount Previously Awarded <u>4452835</u>
Loan Amount Previously Awarded (this only includes loan to be repaid) <u>13733665</u>	
<u>Total Authorized SRF Loan Amount</u> <u>19139500</u>	

Comments: _____

Enter Census Place Number below

(a list of census place numbers and names is found on Census Place tab)

DATE:	7/24/24	Calculated Field	Data Entry Field	
Project Sponsor	Green Cove Springs			
Project Number for Planning/Design				
Project Number for Construction	WW100420			
Number	Census Place Number	Census Place Name	Index Number	Population
1	27400	Green Cove Springs	102	6,984
2	0	0	0	0
3	0	0	0	0
4	0	0	0	0
5	0	0	0	0
6	0	0	0	0
7	0	0	0	0
8	0	0	0	0
9	0	0	0	0
10	0	0	0	0
11	0	0	0	0
12	0	0	0	0
13	0	0	0	0
14	0	0	0	0
15	0	0	0	0
16	0	0	0	0
17	0	0	0	0
18	0	0	0	0
19	0	0	0	0
20	0	0	0	0
21	0	0	0	0
22	0	0	0	0
23	0	0	0	0
24	0	0	0	0
25	0	0	0	0
Summary			102	6,984
Quarter	Fiscal Year			
1st	2025	Bond Buyer 20-Bond GO Index Rate =	3.95%	
		Financing Rate for Planning/Design =	not calculated	
		Financing Rate for Construction =	0.64%	

Construction Cost Increase Calculation

Green Cove Springs

WW100420

DATE: 7/24/24

Comments: All applicable questions below must be answered before the calculation fields will populate. The \$ amount of principal forgiveness/grant awarded for an increase must be entered into the appropriate field below before the principal forgiveness/grant calculation fields will populate. Contingency from original construction cost sheet will be reduced from 10% to 5% of bid costs, and will be reflected in contingency of cost increase as a positive or negative value; but the original \$ amount of principal forgiveness/grant awarded does not change.

Increase Number:	1	2	3
Enter 'yes' for each increase as they apply	Yes		
Increase qualifies for principal forgiveness? (yes or no)	No		
Increase within the original scope of work? (yes or no)	Yes		
		PF/Grant %	70%

Cost Increase #1							
Original Cost		Cost Increase #1		Revised Costs		Revised PF/Grant	
Construction	\$17,213,000	Construction	\$953,000	Construction	\$18,166,000	Construction	\$12,049,100
Eligible Land	\$0	Eligible Land		Eligible Land	\$0	Eligible Land	\$0
Contingency	\$1,721,300	Contingency	\$0	Contingency	\$1,721,300	Contingency	\$1,204,910
Tech.Ser.	\$752,200	Tech.Ser.		Tech.Ser.	\$752,200	Tech.Ser.	\$526,540
AMP	\$0	AMP		AMP	\$0	AMP	\$0
Misc./	\$0	Misc./		Misc./	\$0	Misc./	\$0
Total =	\$19,686,500	Total #1 =	\$953,000	Total =	\$20,639,500	Total =	\$13,780,550
						PF #1 =	\$0
						Adjusted PF#1	\$0

Cost Increase #2							
Original + Increase #1		Cost Increase #2		Revised Costs		Revised PF/Grant	
Construction	\$0	Construction		Construction	\$0	Construction	\$0
Eligible Land	\$0	Eligible Land		Eligible Land	\$0	Eligible Land	\$0
Contingency	\$0	Contingency	\$0	Contingency	\$0	Contingency	\$0
Tech.Ser.	\$0	Tech.Ser.		Tech.Ser.	\$0	Tech.Ser.	\$0
AMP	\$0	AMP		AMP	\$0	AMP	\$0
Misc./	\$0	Misc./		Misc./	\$0	Misc./	\$0
Total =	\$0	Total #2 =	\$0	Total =	\$0	Total =	\$0
						PF #2 =	\$0
						Adjusted PF#2	\$0

Cost Increase #3							
Original + Increase #1 & #2		Cost Increase #3		Revised Costs		Revised PF/Grant	
Construction	\$0	Construction		Construction	\$0	Construction	\$0
Eligible Land	\$0	Eligible Land		Eligible Land	\$0	Eligible Land	\$0
Contingency	\$0	Contingency	\$0	Contingency	\$0	Contingency	\$0
Tech.Ser.	\$0	Tech.Ser.		Tech.Ser.	\$0	Tech.Ser.	\$0
AMP	\$0	AMP		AMP	\$0	AMP	\$0
Misc./	\$0	Misc./		Misc./	\$0	Misc./	\$0
Total =	\$0	Total #3 =	\$0	Total =	\$0	Total =	\$0
						PF #3 =	\$0
						Adjusted PF #3	\$0

Increase #1 PF Awarded:		Total Construction Cost				
Increase #1 Other Funding:		Type	Other	SRF Loan	SRF PF/Grant	Total
Increase #2 PF Awarded:		Original	\$1,500,000	\$13,733,665	\$4,452,835	\$19,686,500
Increase #2 Other Funding:		Increase #1	\$0	\$953,000	\$0	\$953,000
Increase #3 PF Awarded:		Increase #2	\$0	\$0	\$0	\$0
Increase #3 Other Funding:		Increase #3	\$0	\$0	\$0	\$0
		Total =	\$1,500,000	\$14,686,665	\$4,452,835	\$20,639,500
				Interest Rate		0.64%
				Loan Service Fee		\$382,790

From: [Scott Schultz](#)
To: [Murray, Catherine M.](#); [Chase, Michael](#)
Cc: [Jason Shepler](#)
Subject: City of Green Cove Springs - Harbor Road WRF Expansion, Ph 2 - Centrifuge Information
Date: Tuesday, July 2, 2024 6:34:06 AM
Attachments: [12366 - Cove Springs CS21-4HC Trailer Rev2.061824.pdf](#)
[RE City of Green Cove Springs CS21-4HC 2PH Skid.msg](#)

EXTERNAL MESSAGE

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Good morning:

Attached is a quote for the centrifuge we spoke about adding to the current loan during our project update. I know some internal discussion was taking place amongst your team. There are a couple of items that were recommended to be added. I have included the representatives e-mail as additional information.

Thanks in advance for your consideration.

Scott

From: zrm@ees-fl.com
To: [Scott Schultz](#)
Subject: RE: City of Green Cove Springs CS21-4HC 2PH Skid
Date: Wednesday, June 19, 2024 11:06:30 AM
Attachments: [12366 - Cove Springs CS21-4HC Trailer Rev2 061824.pdf](#)

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.

Scott,

Good morning, I have attached the revised budgetary proposal from Centrisys for your review. The pricing and lead times shown are budgetary in nature and I can work to firm up pricing and improve on lead times once you are ready for us to do so. I also noticed the budgetary proposals we have provided thus far did not call out a grinder pump and in Florida I recommend having a grinder pump upstream of the sludge feed pump to protect the centrifuge from rags and any other debris that could be in the sludge feed. Additionally, I would recommend we require Centrisys to provide a aluminum decked trailer since they last a lot longer and not a wood decked trailer as the wood will rot over time (10+ years). I have sent Centrisys my recommendations for the grinder pump and aluminum decked trailer and will be in touch should there be any price adjustment based on these features.

I have several mobile units in submittal/production phase for other customer and I have seen lead times be improved when a project requires it and I usually can get the price down from the budgetary numbers when its time for firm pricing and at the purchasing stage.

We also have a new regional manager for Centrisys named John Walsh and he is located out of Clearwater. I would like to set up a time to bring John to the site and introduce him to you so if there is a time that works for you in the coming weeks please let me know. I think it would be beneficial for us to get together and go over the scope in detail so everyone is on the same page and our scope is aligned with your expectations.

Thanks again for all your time and consideration, please feel free to reach out at any time if you have any questions or concerns.



Zack Mansker, Sales Engineer https://link.edgepilot.com/s/2bb44ac1/gH_S8K-Hi0CAyALPj4VVSQ?u=http://www.ees-fl.com/
P (863)450-3595x708 *3616 Harden Blvd, #337*
C (863)220-3081 *Lakeland, FL 33803*

NUMBER: 12366 Rev2

DATE: 6/18/24

TO: City of Green Cove Springs
Green Cove Springs, Florida
Attn : Scott Schultz
Ph : (904) 219-7540
Email : sscultz@greencovesprings.com

Proposal
City of Green Cove Springs, Florida
Trailer Mounted CS21-4HC 2PH Skid



Centrisys Contact

John Walsh
Regional Sales Manager
9586 58th Place
Kenosha, WI 53144
Ph: (262) 654-6006
Direct: (262) 220 2475
Email: jwalsh@centrisys.us

Centrisys Representative

Zack Mansker
Environmental Equipment Services
3616 Harden Blvd #337
Lakeland, FL 33803
Direct: (863) 220-3081
Email: zrm@ees-fl.com

Centrisys is pleased to provide this quotation for the following:

ITEM 1. ONE (1) DECANTER CENTRIFUGE SKID MOUNTED UNIT MOUNTED ON TRAILER, MODEL CS21-4HC 2PH COMPLETE WITH AUTOMATIC HYDRAULIC BACKDRIVE

1.A Basis of Design – Sludge Feed Characteristics

Industry Type:	Municipal Wastewater
Number of units:	One (1)
Design Feed Flow rate/Unit:	TBD
Max Hydraulic throughput/Unit:	225 gpm
Dry Solids loading:	TBD
Feed Concentration:	TBD

1.B Centrifuge specification

Model:	CS21-4 HC 2PH
Inside bowl diameter (in):	22
Bowl length (in):	100
Bowl length to diameter ratio:	4.3:1
Beach angle (deg):	15
Maximum Bowl speed (RPM):	3150
Type of lubrication:	Grease
Main Motor HP:	75
Back Drive Motor HP:	15
G-Force (g):	3000

1.C Equipment description

1. Each unit will be provided based on the attached drawing CS21-4HC 2P Centrifuge Skid GA.pdf
2. Each unit consists of
 - A. Centrifuge Assembly with
 - a) Solid bowl - The bowl, consisting of a horizontal cylindrical-conical assembly, shall have a minimum diameter and be supported by spherical roller bearings mounted on pillow blocks.
 - b) Scroll conveyor - A horizontal cylindrical-conical scroll conveyor supported by grease lubricated cylindrical roller bearings and grease lubricated angular contact anti-thrust ball bearings.
 - c) Casing - 316 stainless steel lower casing and one piece upper casing. The cake discharge area is protected by replaceable wear liners.
 - d) Base/frame - Fabricated carbon steel base with 304 stainless steel wetted parts. The base will be mounted on vibration isolators.

3. **Main Drive Motor** with variable frequency drive to run the rotating assembly
 - A. Installed power: 75HP
 - B. Rotation speed: 3550 rpm
 - C. Electrical requirements: 480V/60Hz/3Ph
 - D. Type of protection: TEFC

4. **Hydraulic Back drive/Scroll drive System**
 - A. Hydraulic Motor
 - a) Type: 2071D
 - b) Max Torque: 12,980 Nm
 - B. Hydraulic Pump
 - a) Installed power: 15 HP
 - b) Rotation speed: 1800 rpm
 - c) Electrical requirements: 480V/60Hz/3Ph
 - d) Type of protection: TEFC

5. **Flexible Connectors**

Solid and liquid flexible connectors will be supplied to isolate the centrifuge from rigid piping.

6. **Thickened/Dewatered Sludge and Centrate Chutes/Hoppers**

7. **Control Panel**
 - A. A complete 304SS NEMA 4X enclosure shall be furnished for each centrifuge to include all controls, instrumentation and interlocks necessary for the operation of the centrifuge and ancillary equipment.

 - B. The control panel shall be equipped with the main circuit breaker, variable frequency inverter for the main drive motor, motor starter for the hydraulic drive system, pushbuttons and running lights for main and backdrive motors, ammeters for main drive motor and malfunction indicators. Ethernet communication for monitoring from SCADA and historical trending of key parameters like bearing temperatures, vibration, hydraulic pressure, flow rates etc., are included. Also includes Allen-Bradley PLC and valve amplifier for the back drive system.

 - C. The control panel shall also be equipped with a 10" Allen-Bradley Panel View touchscreen for operator control and system operation. All set points and operating parameters will be accessible from the touchscreen.

 - D. Standard control panel design uses an air/water heat exchanger to regulate internal panel temperature. Alternately, air conditioner, NEMA4X fan/filter, or vortex cooler is available depending on the customer preference and site conditions.

8. Instrumentation

- A. One (1) Vibration sensor per unit
- B. One (1) main bearing temperature sensor, type PT100 on each bearing
- C. One (1) each Bowl/Scroll speed sensor/unit
- D. One (1) Hydraulic oil level/temp. sensor/unit
- E. One (1) Hydraulic pressure sensor/unit

9. Automatic Grease Lubrication System

- A. One (1) low Grease level sensor per unit

10. Seals

- A. Scroll bearings: Mechanical seals
- B. Main bearings & Housing: Labyrinth Seals

11. Sludge Feed Pump

One (1) progressive cavity pump/unit with capacity range of 0-225 gpm.

- A. Body: Case iron ASTM A48 class 35
- B. Base: Cast or fabricated steel
- C. Seal: Mechanical
- D. Motor: TEFC 460V, 60 Hz, 3Ø, 10 hp or manufacturers standard as required to deliver the flow rates specified.
- E. Control: Feed pump control from PLC & VFD integrated into centrifuge control panel

12. Flow Meter

One (1) Magnetic flow meter/unit.

13. Polymer Feed System

One (1) liquid polymer feed system/unit

- (i) Control of polymer system shall be through the Centrifuge PLC Control System.

14. Cake transportation system**(i) Primary conveyor**

The primary conveyor is stationary to the skid and is equipped with a drain to reroute the water during start up and shut down.

(ii) Secondary conveyor

A secondary 12ft. swing cake conveyor is adjustable in height and in range.

15. Skid Mounted system

Complete skid mounted unit to include all the above items with piping and wiring, catwalk and handrails.

16. 15 Ton Trailer

One (1) Flatbed trailer, 8'6" wide 30' long

Dual wheel tandem axle suspension assembly

Equipped with manual leveling jacks

ADDER: (4) hydraulic stabilizing jacks with the 12 Volt pump system installed on trailer

17. Skid Hold Down Assemblies

Hold down assemblies to keep skid secure to trailer

ITEM 2 MATERIAL OF CONSTRUCTION

Bowl:	Duplex stainless steel
Scroll Hub/conveyor:	Duplex stainless steel
Flight face	Half Tiled - TC tiles from the feed chamber to solids discharge.
Flights	316 SS
Casing	316 SS
Base/Frame:	Powder coated carbon steel
Fasteners:	304 SS
Skid	Powder coated carbon steel

ITEM 3 SERVICES

3.A Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

1. Submittal Drawings: One (1) electronic copy included; prints by request
2. Final Drawings: Two (2) prints & One (1) electronic copy included
3. O&M Manuals: Two (2) prints & One (1) electronic copy included

3.B Start-Up Assistance:

Centrisys will furnish one factory representative for 5 days or 40 hours (whichever occurs first) during 1 trip to assist in installation inspection, start-up supervision, and operator training. Dates of service to be scheduled upon Buyer's written request.

PURCHASE PRICE:

All of the above for **\$914,000 USD**

F.O.B. Job Site, freight included, taxes excluded.

ADDER: NOT INCLUDED IN PURCHASE PRICE OR SCOPE

Four (4) Hydraulic stabilizing jacks with 12v pump system **\$10,500 USD**

PAYMENT TERMS:

30% with order; 60% upon shipment; 10% after startup not to exceed 90 days after shipment.

Lead Time: 45-50 weeks following receipt of the Approval drawings

ITEM 4 WARRANTY

One (1) year from the equipment start up or eighteen (18) months from delivery.

BUYER/OWNER RESPONSIBILITY:

- Polymer totes
- Building and building plans (Centrisys provides only the layout drawings without any responsibility of updating any plans or building)
- Building modifications
- Structural and Civil engineering labor
- All utilities that are required for operation
- Unloading, uncrating, installation and installation supervision. Installation will, at minimum, require a forklift and possibly a crane/hoist.
- Readiness of the Equipment before requesting start-up service. Non-readiness may incur additional charges.
- Compatibility of Equipment materials of construction with process environment.
- Piping connections, platforms, gratings and railings unless stated otherwise.
- Any other auxiliary equipment or service not detailed above.

Issued by

Brett Bevers
Applications Engineer

Date: 6/18/24



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

July 25, 2024

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

Re: WW10042 – Green Cove Springs
Harbor Road WWTF Expansion, Phase 2

Dear Mr. Schultz:

The request, dated July 23, 2024, to use non-competitive procurement of a centrifuge is in conformance with the requirements set forth in Chapter 62-503, Florida Administrative Code. This request for Sole Sourcing and the selection of a Centrisys Centrifuge is accepted effective July 25, 2024.

If you have any questions or need further information, please call me at (850)245-2966.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Murray".

Catherine Murray, P.E.
Project Manager
State Revolving Fund Program

cc: Jason Shepler – Mittauer & Associates, Inc.



City of Green Cove Springs

321 Walnut Street
Green Cove Springs, FL 32043

Phone: (904) 297-7060
Fax: (904) 284-8609

July 23, 2024

Sent electronically to Catherine.M.Murray@dep.state.fl.us

Catherine M. Murray
Engineering Supervisor and Project Manager
Florida Department of Environmental Protection
Clean Water State Revolving Fund
Marjory Stoneman Douglas Building, 4th Floor
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000

**RE: WW100420 / SG100421 / Green Cove Springs DEP SRF Harbor Road WWTF Expansion, Phase 2
Centrisys Centrifuge Information**

Ms. Murray:

Per previous discussions, the following are some of the reasons the city would like to standardize on the Centrisys mobile centrifuge.

1. Built in the USA – Centrisys is 100% US based and owned. The CS Centrifuge series are designed and built in Kenosha, WI and are American Iron & Steel (AIS) and Build America, Buy America (BABA) Compliant.
2. Parts Availability – Centrisys has significant on - hand spare parts inventory to ensure parts are shipped within 48 hours (2 business days) of receipt of order. To my knowledge, no other centrifuge manufacturer can offer this quick service / parts response time. It is of critical importance to have this kind of service capability when you do not have redundant units.
3. Repair facilities - Centrisys has three (3) repair centers at the following locations: Houston, TX, Kenosha, WI and Stockton, CA.
4. Post Installation Support – Centrisys has a service and after-market / post installation team to assist with training and process optimization.
5. Local Support – The Centrisys representative for our service area is Environmental Equipment Services (EES) based in Lakeland, Florida. EES has staff members who are fully factory trained and can provide on-site service and support. In addition, the EES Lakeland repair shop provides full maintenance and rebuild services for the centrifuges.
6. Warranty – In addition to a 2 year all parts warranty, Centrisys is the only manufacturer to provide a 15-year warranty on the centrifuge bowl – the primary and most expensive wear item.

7. Hydraulic Differential Drive – Centrisys is the only centrifuge manufacturer to provide a hydraulic differential drive as standard equipment. The cost of repair for the hydraulic backdrive is less than the repair on a similar sized electric backdrives.
8. The city, through Synagro, has been utilizing the Centrisys centrifuge for over eight years. Plant staff are familiar with the units, have confidence in their performance, and have first-hand knowledge of the operations and maintenance procedures. The units work well with the residuals generated by the facility.
9. Being trailer mounted, the units can be transported by city staff, using city equipment, to the EES Lakeland facility for service. In addition, the centrifuge can be used at other facilities.

As always, we appreciate the support and wisdom of the Department and their staff, and your consideration in including the centrifuge under the existing loan. If I can provide additional information please feel free to contact me at (904) 219-7540 or via e-mail at sschultz@greencovesprings.com.

Regards,



Scott Schultz, Utilities Director

Scott Schultz

From: Scott Schultz
Sent: Tuesday, July 23, 2024 4:12 PM
To: Murray, Catherine M.; Chase, Michael
Cc: Jason Shepler
Subject: RE: City of Green Cove Springs - Harbor Road WRF Expansion, Ph 2 - Centrifuge Information
Attachments: Centrifuge Justification Letter, WW100420 SG100421, 7-23-2024.pdf

Good afternoon:

Attached informational letter on the Centrisys centrifuge.

Regards, Scott

From: Murray, Catherine M. <Catherine.M.Murray@dep.state.fl.us>
Sent: Tuesday, July 16, 2024 1:16 PM
To: Scott Schultz <sschultz@greencovesprings.com>; Chase, Michael <Michael.Chase@FloridaDEP.gov>
Cc: Jason Shepler <JShepler@mittauer.com>
Subject: RE: City of Green Cove Springs - Harbor Road WRF Expansion, Ph 2 - Centrifuge Information

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Scott,

Could you draft a letter requesting (and justifying) sole source procurement of the centrifuge?

Yes, you could piggyback on another bid. Our rules would still need to be followed (publicly advertised, [debarment certification](#), Appendix A of our [supplementary conditions](#)).

Thanks,
Catherine
(850)245-2966

From: Scott Schultz <sschultz@greencovesprings.com>
Sent: Monday, July 8, 2024 12:28 PM
To: Murray, Catherine M. <Catherine.M.Murray@dep.state.fl.us>; Chase, Michael <Michael.Chase@FloridaDEP.gov>
Cc: Jason Shepler <JShepler@mittauer.com>
Subject: RE: City of Green Cove Springs - Harbor Road WRF Expansion, Ph 2 - Centrifuge Information

EXTERNAL MESSAGE

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Hey Catherine:

The cost would be \$925,000 plus another \$28,000 for the pump and aluminum decking referenced in the vendors e-mail..

I understand the competitive bid. The unit we would like to purchase is the same one we have been working with for approximately eight years, which employees are familiar with, and we know works well on our sludge. Is there any type of justification process that would allow us to purchase the one we are familiar with? Can we “piggyback” on another utilities / municipalities bid if the conducted one?

Scott

From: Murray, Catherine M. <Catherine.M.Murray@dep.state.fl.us>
Sent: Wednesday, July 3, 2024 7:23 AM
To: Scott Schultz <sschultz@greencovesprings.com>; Chase, Michael <Michael.Chase@FloridaDEP.gov>
Cc: Jason Shepler <JShepler@mittauer.com>
Subject: RE: City of Green Cove Springs - Harbor Road WRF Expansion, Ph 2 - Centrifuge Information

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Scott,

Is \$925,000 the amount you’d like to request for an increase for the equipment purchase?

Please be aware that we would need for the procurement to be competitive. Attached are our supplementary conditions for equipment and materials purchases.

Thanks,
Catherine
(850)245-2966

From: Scott Schultz <sschultz@greencovesprings.com>
Sent: Tuesday, July 2, 2024 6:33 AM
To: Murray, Catherine M. <Catherine.M.Murray@dep.state.fl.us>; Chase, Michael <Michael.Chase@FloridaDEP.gov>
Cc: Jason Shepler <JShepler@mittauer.com>
Subject: City of Green Cove Springs - Harbor Road WRF Expansion, Ph 2 - Centrifuge Information

EXTERNAL MESSAGE

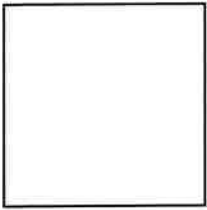
This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Good morning:

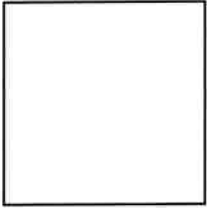
Attached is a quote for the centrifuge we spoke about adding to the current loan during our project update. I know some internal discussion was taking place amongst your team. There are a couple of items that were recommended to be added. I have included the representatives e-mail as additional information.

Thanks in advance for your consideration.

Scott



Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.



Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

NUMBER: 12366

DATE: 5/6/2022

TO: City of Green Cove Springs
Green Cove Springs, Florida
Attn : Scott Schultz
Ph : (904) 219-7540
Email : sschultz@greencovesprings.com

Budget Proposal
City of Green Cove Springs, Florida
Trailer Mounted CS21-4HC 2PH Skid



Centrisys Contact

Josh Benoit
Regional Sales Manager
9586 58th place
Kenosha, WI 53144
Ph: (262) 654-6006
Direct: (262) 220-2042
Email: josh.benoit@centrisys.us

Centrisys Representative

Zack Mansker
Environmental Equipment Services
3616 Harden Blvd #337
Lakeland, FL 33803
Direct: (863) 220-3081
Email: zrm@ees-fl.com

Centrisys is pleased to provide this quotation for the following:

ITEM 1. ONE (1) DECANTER CENTRIFUGE SKID MOUNTED UNIT MOUNTED ON TRAILER, MODEL CS21-4HC 2PH COMPLETE WITH AUTOMATIC HYDRAULIC BACKDRIVE

1.A Basis of Design – Sludge Feed Characteristics

Industry Type:	Municipal Wastewater
Number of units:	One (1)
Design Feed Flow rate/Unit:	TBD
Hydraulic throughput/Unit:	225 gpm
Dry Solids loading:	TBD
Feed Concentration:	TBD

1.B Centrifuge specification

Model:	CS21-4 HC 2PH
Inside bowl diameter (in):	22
Bowl length (in):	100
Bowl length to diameter ratio:	4.3:1
Beach angle (deg):	15
Maximum Bowl speed (RPM):	3150
Type of lubrication:	Grease
Main Motor HP:	75
Back Drive Motor HP:	15
G-Force (g):	3000

1.C Equipment description

1. Each unit will be provided based on the attached drawing CS21-4HC 2P Centrifuge Skid GA.pdf
2. Each unit consists of
 - A. Centrifuge Assembly with
 - a) Solid bowl - The bowl, consisting of a horizontal cylindrical-conical assembly, shall have a minimum diameter and be supported by spherical roller bearings mounted on pillow blocks.
 - b) Scroll conveyor - A horizontal cylindrical-conical scroll conveyor supported by grease lubricated cylindrical roller bearings and grease lubricated angular contact anti-thrust ball bearings.
 - c) Casing - 316 stainless steel lower casing and one piece upper casing. The cake discharge area is protected by replaceable wear liners.
 - d) Base/frame - Fabricated carbon steel base with 304 stainless steel wetted parts. The base will be mounted on vibration isolators.

3. **Main Drive Motor** with variable frequency drive to run the rotating assembly
 - A. Installed power: 75HP
 - B. Rotation speed: 3550 rpm
 - C. Electrical requirements: 480V/60Hz/3Ph
 - D. Type of protection: TEFC

4. **Hydraulic Back drive/Scroll drive System**
 - A. Hydraulic Motor
 - a) Type: 2071D
 - b) Max Torque: 12,980 Nm
 - B. Hydraulic Pump
 - a) Installed power: 15 HP
 - b) Rotation speed: 1800 rpm
 - c) Electrical requirements: 480V/60Hz/3Ph
 - d) Type of protection: TEFC

5. **Flexible Connectors**

Solid and liquid flexible connectors will be supplied to isolate the centrifuge from rigid piping.

6. **Thickened/Dewatered Sludge and Centrate Chutes/Hoppers**

7. **Control Panel**
 - A. A complete 304SS NEMA 4X enclosure shall be furnished for each centrifuge to include all controls, instrumentation and interlocks necessary for the operation of the centrifuge and ancillary equipment.

 - B. The control panel shall be equipped with the main circuit breaker, variable frequency inverter for the main drive motor, motor starter for the hydraulic drive system, pushbuttons and running lights for main and backdrive motors, ammeters for main drive motor and malfunction indicators. Ethernet communication for monitoring from SCADA and historical trending of key parameters like bearing temperatures, vibration, hydraulic pressure, flow rates etc., are included. Also includes Allen-Bradley PLC and valve amplifier for the back drive system.

 - C. The control panel shall also be equipped with a 10" Allen-Bradley Panel View touchscreen for operator control and system operation. All set points and operating parameters will be accessible from the touchscreen.

 - D. Standard control panel design uses an air/water heat exchanger to regulate internal panel temperature. Alternately, air conditioner, NEMA4X fan/filter, or vortex cooler is available depending on the customer preference and site conditions.

8. Instrumentation

- A. One (1) Vibration sensor per unit
- B. One (1) main bearing temperature sensor, type PT100 on each bearing
- C. One (1) each Bowl/Scroll speed sensor/unit
- D. One (1) Hydraulic oil level/temp. sensor/unit
- E. One (1) Hydraulic pressure sensor/unit

9. Automatic Grease Lubrication System

- A. One (1) low Grease level sensor per unit

10. Seals

- A. Scroll bearings: Mechanical seals
- B. Main bearings & Housing: Labyrinth Seals

11. Sludge Feed Pump

One (1) progressive cavity pump/unit with capacity range of 0-225 gpm.

- A. Body: Case iron ASTM A48 class 35
- B. Base: Cast or fabricated steel
- C. Seal: Mechanical
- D. Motor: TEFC 460V, 60 Hz, 3Ø, 10 hp or manufacturers standard as required to deliver the flow rates specified.
- E. Control: Feed pump control from PLC & VFD integrated into centrifuge control panel

12. Flow Meter

One (1) Magnetic flow meter/unit.

13. Polymer Feed System

One (1) liquid polymer feed system/unit

(i) Control of polymer system shall be through the Centrifuge PLC Control System.

14. Cake transportation system

(i) Primary conveyor

The primary conveyor is stationary to the skid and is equipped with a drain to reroute the water during start up and shut down.

(ii) Secondary conveyor

A secondary 12ft. swing cake conveyor is adjustable in height and in range.

15. Skid Mounted system

Complete skid mounted unit to include all the above items with piping and wiring, catwalk and handrails.

16. 15 Ton Trailer

One (1) Flatbed trailer, 8'6" wide 30' long

Dual wheel tandem axle suspension assembly

Equipped with manual leveling jacks

ADDER: (4) hydraulic stabilizing jacks with the 12 Volt pump system installed on trailer

17. Skid Hold Down Assemblies

Hold down assemblies to keep skid secure to trailer

ITEM 2 MATERIAL OF CONSTRUCTION

Bowl:	Duplex stainless steel
Scroll Hub/conveyor:	Duplex stainless steel
Flight face	Half Tiled - TC tiles from the feed chamber to solids discharge.
Flights	316 SS
Casing	316 SS
Base/Frame:	Powder coated carbon steel
Fasteners:	304 SS
Skid	Powder coated carbon steel

ITEM 3 SERVICES

3.A Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

1. Submittal Drawings: One (1) electronic copy included; prints by request
2. Final Drawings: Two (2) prints & One (1) electronic copy included
3. O&M Manuals: Two (2) prints & One (1) electronic copy included

3.B Start-Up Assistance:

Centrisys will furnish one factory representative for 5 days or 40 hours (whichever occurs first) during 1 trip to assist in installation inspection, start-up supervision, and operator training. Dates of service to be scheduled upon Buyer's written request.

PURCHASE PRICE:

All of the above for **\$784,500** USD

Lease-to-Purchase Option: 25% down payment of **\$198,400** USD with financing of remainder over 24 months with 5% annual interest amortized into monthly payments. Monthly payments shall amount to **\$26,120/month**. Centrisys will maintain ownership of the unit until the unit is fully paid. Includes the Hydraulic Stabilizing Jacks Adder.

F.O.B. Job Site, freight included, taxes excluded.

ADDER: NOT INCLUDED IN PURCHASE PRICE OR SCOPE

Four (4) Hydraulic stabilizing jacks with 12v pump system **\$9,100** USD

PAYMENT TERMS:

30% with order; 60% upon shipment; 10% after startup not to exceed 90 days after shipment.

Lead Time: 28-32 weeks following receipt of the Approval drawings

ITEM 4 WARRANTY

One (1) year from the equipment start up or eighteen (18) months from delivery.

BUYER/OWNER RESPONSIBILITY:

- Polymer totes
- Building and building plans (Centrisys provides only the layout drawings without any responsibility of updating any plans or building)
- Building modifications
- Structural and Civil engineering labor
- All utilities that are required for operation
- Unloading, uncrating, installation and installation supervision. Installation will, at minimum, require a forklift and possibly a crane/hoist.
- Readiness of the Equipment before requesting start-up service. Non-readiness may incur additional charges.
- Compatibility of Equipment materials of construction with process environment.
- Piping connections, platforms, gratings and railings unless stated otherwise.
- Any other auxiliary equipment or service not detailed above.

Issued by

Ethan Banks
Applications Engineer

Date: 5/6/2022



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** August 6, 2024

FROM: Michael Daniels, AICP, Development Services Director

SUBJECT: Resolution #: R-11-2024 establishing standard operating procedures to implement the requirements set forth in Senate Bill 328, Live Local Amendment Act relating to Affordable Housing Regulations *Michael Daniels*

BACKGROUND

The purpose of this resolution is to provide the city's interpretation and set the operating procedures to process eligible affordable housing projects meeting the criteria set forth in Senate Bill 328, which amends the Affordable Housing Preemption Bill (Live Local Act or "LLA") that was originally approved by the state legislature and signed into law during the 2023 Legislative Session.

For ease of reference and to avoid redundancy throughout this memorandum, a development seeking approval through LLA will be referred to as a "qualifying development or qualifying developments."

On March 29, 2023, Governor Ron Desantis signed into law Senate Bill 102, also known as the "Live Local Act" ("LLA"). This bill took effect on July 1, 2023, and precludes local governments' ability to apply their use, height, and density restrictions and hearing processes to certain multi-family and mixed-use affordable housing developments. Importantly, LLA doesn't preempt other applicable local laws and regulations.

- LLA requires local governments to administratively approve development projects:
 - Where at least forty percent (40%) of the residential units are affordable in a rental agreement (as defined in section 420.0004 Fl. St.) in a rental agreement for at least thirty (30) years; or
 - If developed as a mixed-use project, at least sixty-five percent (65%) of the square footage is used for residential purposes (of which forty percent (40%) are affordable as defined in section 420.0004 Fl. St.); and are located within commercial, industrial, or mixed-use zoning districts. FS 166.04151(7a)
- Local governments are required to allow projects to develop at the highest allowed density on any land within the local government where residential density is allowed. FS 166.04151(7b)
- Local governments cannot restrict height below the highest allowed for a commercial or residential development within the city limits and within one (1) mile of the proposed development or three (3) stories, whichever is higher. FS 166.04151(7c)
- Local governments must consider reducing parking for developments near a major transit stop. FS 166.04151(7e)

- Notwithstanding the provisions of the law, projects must comply with all other local land development regulations. FS 166.04151(7g)

On May 20, 2024, the Governor signed into law Senate Bill 328 “Live Local Amendment Act” codified at Chapter 2023-17, Laws of Florida, which is broad ranging legislation intended to amend the original Live Local Act and to streamline and incentivize affordable housing developments within the State of Florida (the “Revised Act”).

One of the key objectives of the revised Bill was to clarify the uncertainties and omissions that were identified as qualifying developments were proposed and processed in coordination with the requirements of the local government land development regulations. These changes include:

- Amends the phrase “if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004” to “if at least 40 percent of the residential units in a proposed multifamily development are rental units that for a period of at least 30 years, affordable as defined in s. 420.0004.” This amended phrase opens the possibility for split multifamily ownership and rental development as long as at least 40% of the total units are rental and affordable.
- Provides that proposed multifamily developments that are located in a transit-oriented development or area, as defined by the local government, must be mixed-use residential to receive approval and “otherwise complies with requirements of the county’s regulations applicable to the transit-oriented development or area except for use, height, density, and floor area ratio as provided in this section or as otherwise agreed to by the county and the applicant for the development.”
- Provides that local governments cannot limit the floor area ratio of a proposed development below 150% of the highest currently allowed floor area ratio on any land where residential development is allowed in the jurisdiction under the jurisdiction’s land development regulations.
- Clarifies that the maximum density and height allowances do not include any “bonuses, variances, or other special exceptions” provided in the jurisdiction’s land development regulations as incentives for development.
- Allows local governments to limit the maximum height allowance if the proposed development is adjacent to, on two more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes to 150 percent of the tallest building on property within one-quarter mile of the proposed development or 3 stories, whichever is higher.
- Provides that each local government must maintain a policy on its website containing the expectations for administrative approval.
- Reduces the buffer for local governments to “consider” reducing parking requirements from ½ mile of a “major transit stop” to ¼ mile of a “transit stop.”
- Requires local government to reduce parking requirements by 20% for proposed developments within ½ mile of a “major transportation hub” that have available parking within 600 feet of the proposed development and eliminates parking requirements for a proposed mixed-use residential development within an area recognized as a transit-oriented development or area.
- Provides that proposed developments located within ¼ mile of a military installation may not be administratively approved.

- Provides that the LLA preemption does not apply to “airport-impact areas as provided in s.333.03.”
- Clarifies that developments authorized with the preemption are treated as a conforming use even after the sunset of the preemption statute (2033) and the development’s affordability period unless the development violates the affordability term. If a development violates the affordability term, the development will be treated as a nonconforming use.
- Provides that an applicant who submitted an application, written request, or notice of intent to utilize the mandate before the effective date of the bill may notify the local government by July 1,2024, of its intent to proceed under the prior provisions of the mandate.

Other additions and revisions to the bill include Amendments to the “Missing Middle” Property Tax to incentivize affordable housing development as identified in the Live Local bill summary by the Florida Housing Coalition that is enclosed in the packet.

Included in the packet is:

- Proposed Resolution to amend the existing Standard Operating Procedures identified as part of the implementation of the Live Local Act
- Existing Live Local Act Resolution, R-23-2021
- SB 328 Enrolled Bill
- Florida Housing Coalition Bill Summary

STAFF RECOMMENDATION

Staff recommends approval of Resolution # R-11-2024 and repeal of Resolution # R-21-2023, regarding standard operating procedures to implement the requirements set forth in Senate Bill 328 which are available for use as affordable housing.

Recommended Motion:

Motion to recommend approval of Resolution # R-11-2024 and to repeal and replace Resolution # R-21-2023 establishing standard operating procedures to implement the requirements set forth in Senate Bill 328, “The Live Local Amendment Act relating to Affordable Housing Regulations.

RESOLUTION NO. R-11-2024

A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ESTABLISHING STANDARD OPERATING PROCEDURES TO IMPLEMENT THE REQUIREMENTS SET FORTH IN SENATE BILL 328, “THE LIVE LOCAL ACT” RELATING TO AFFORDABLE HOUSING REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 29, 2023, the Governor signed into law Senate Bill 102 “Live Local Act” codified at Chapter 2023-17, Laws of Florida, which is broad ranging legislation intended to streamline and incentivize affordable housing developments within the State of Florida (the “Act”); and

WHEREAS, after review and consideration, the City Council adopted Resolution No R-21-2023 directing staff to review all project applications submitted pursuant to the Act be handled in substantial compliance with the Standard Operating Procedures set forth in Appendix A of the Resolution.

WHEREAS, the Act preempts certain use, density, and height regulations for qualifying developments that provide for the development of affordable multi-family rental housing in commercial, industrial, and mixed-use areas; and

WHEREAS, the City Council supports affordable housing and finds it necessary to revise the City Code in order to establish equitable and respectful regulations for the development of mixed income developments as well as to implement the provisions of the Act; and

WHEREAS, Section 101.355 of the City Land Development Code requires that all multi-family and nonresidential site development plans, as well as any amendments to such site development plans (except minor site development plans as defined by ordinance), must receive approval from the City Council; and

WHEREAS, in order to be consistent with the provisions in the City Code requiring multi-family and non-residential site development plans approved by the City Council, the City Council desires to require that all site plans, submitted in accordance with the Act, must receive administrative approval from the City Manager; and

WHEREAS, the Planning and Zoning Commission, in its capacity as the Local Planning Agency, has reviewed this Resolution and recommends approval; and

WHEREAS, after review and consideration, the City Council adopted Resolution No R-21-2023 directing staff to review all project applications submitted pursuant to the Act be handled in substantial compliance with the Standard Operating Procedures set forth in Appendix A of the Resolution.

WHEREAS, on May 20, 2024, the Governor signed into law Senate Bill 328 “Live Local Act” codified at Chapter 2024-188, Laws of Florida, which is broad ranging legislation intended to amend the original Live Local Act to streamline and incentivize affordable housing developments within the State of Florida (the “Revised Act”). The Revised Act includes the following revisions:

- Eligible Zoning and Applicability
- Height and Density Allowances
- Requires local government consideration of parking reduction requirements for projects in close proximity to transit stops.
- Removes the preemption for projects near airport impact areas and eliminates the administrative approval requirement for projects near military installations.
- Removes the exception for recreational and commercial working waterfront areas.
- Revises Floor Area Ratio requirements.
- •Clarifies that the maximum density and height allowances do not include any “bonuses, variances, or other special exceptions” provided in the jurisdiction’s land development regulations as incentives for development.
- Allows local governments to limit the maximum height allowance if the proposed development is adjacent to residential subdivisions meeting specific criteria.
- Reduces the buffer for local governments to “consider” reducing parking requirements from ½ mile of a “major transit stop” to ¼ mile of a “transit stop.”
- Requires local government to reduce parking requirements for proposed developments within ½ mile of a “major transportation hub” that have available parking within 600 feet of the proposed development and eliminates parking requirements for a proposed mixed-use residential development within an area recognized as a transit-oriented development or area.
- Provides clarification of non-conforming status after the statute sunsets in 2033.

WHEREAS, the Planning and Zoning Commission, in its capacity as the Local Planning Agency, has reviewed this Resolution and recommends approval; and

WHEREAS, after review and consideration, the City Council adopted Resolution No R-11-2024, which will repeal and replace Resolution No R-21-2023; and

WHEREAS, the City Council finds that it is in the best interest of the residents of the city to adopt this Ordinance.

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

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

SECTION 2. AUTHORITY. This resolution is adopted pursuant to Article VIII,

Section 2 Florida Constitution; sections 166.021 and 166.041, Florida Statutes, the City Charter of the City of Green Cove Springs; and other applicable provisions of law.

SECTION 3. LIVE LOCAL STANDARD OPERATING PROCEDURES. The Council hereby adopts the Live Local Act Standard Operating Procedures (SOPs) as set forth on Appendix “A” attached hereto and incorporated herein by reference, to accomplish the goals of the Act. The Council hereby directs that any project applications submitted pursuant to the Acts shall be handled in substantial compliance with the SOP’s attached hereto.

SECTION 4. TERMINATION. By its terms, the Act expires on October 1, 2033. This Resolution and the SOPs shall likewise expire on October 1, 2033. In the event the Florida Legislature modifies the expiration date of the Act, this Resolution shall expire on such modified expiration date.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 6th DAY OF AUGUST, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney

Appendix “A” Live Local Standard Operating Procedures Policy

The purpose of this policy is to provide the city’s interpretation of LLA, identify the process for implementation, and provide additional development standards which may apply to applications seeking administrative approval pursuant to LLA. For ease of reference and to avoid redundancy throughout this memorandum, a development seeking approval through LLA will be referred to as a “qualifying development or qualifying developments.”

On March 29, 2023, Governor Ron DeSantis signed into law Senate Bill 102, also known as the "Live Local Act" ("LLA"). This bill took effect on July 1, 2023, and precludes local governments' ability to apply their use, height, and density restrictions and hearing processes to certain multi-family and mixed-use affordable housing developments. Importantly, LLA doesn't preempt other applicable local laws and regulations.

On May 20, 2024, Governor Ron Desantis signed into law Senate Bill 328, which make several amendments to s. 125.01055(7) and s. 166.04151(7) of the Florida Statutes which govern the Live Local Act’s land use preemption. This land use preemption was designed to facilitate eligible affordable housing developments on parcels zoned for commercial, industrial, and mixed-use by providing favorable use, density, height, and administrative approval standards. The SB 328 Amendments are incorporated into the revised standard operating procedures below:

- LLA requires local governments to administratively approve development projects:
 - Where at least forty percent (40%) of the residential units in a proposed multifamily development are rental units that are affordable in a rental agreement (as defined in section 420.0004 Fl. St.) for a period of at least thirty (30) years; or
 - If developed as a mixed-use project, at least sixty-five percent (65%) of the square footage is used for residential purposes (of which forty percent (40%) are affordable as defined in section 420.0004 Fl. St.); and are located within commercial, industrial, or mixed-use zoning districts. FS 166.04151(7a)
 - Proposed multifamily developments that are located in a transit-oriented development or area, as defined by the local government, must be mixed-use residential to receive approval as a qualified projects and “otherwise comply with requirements of the city’s regulations applicable to the transit-oriented development or area except for use, height, density, and floor area ratio as provided in this section or as otherwise agreed to by the city and the applicant for the development.”
- Qualifying projects can develop at the highest allowed density on any land within the City limits where residential density is allowed. FS 166.04151(7b)
- The floor area ratio of a proposed development cannot be limited to less than 150% of the highest currently allowed floor area ratio on any land where residential development is allowed.
- Maximum density and height allowances do not include any “bonuses, variances, or other special exceptions” provided in the City’s land development regulations as incentives for development.
- The City cannot restrict height below the highest allowed for a commercial or residential development within the city limits and within one (1) mile of the proposed development or three (3) stories, whichever is higher. FS 166.04151(7c)
- The City can limit the maximum height allowance if the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes to 150 percent of the tallest building on property within one-quarter mile of the proposed development or 3 stories, whichever is higher.
- The City must maintain a policy on its website containing the expectations for administrative approval under the LLA.
- LLA does not apply to developments located within an airport impact area as defined in s. 333.03
- LLA does not apply to property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial. FS 166.04151(7h)

- Qualifying Developments authorized with the preemption are treated as conforming uses even after the sunset of the preemption statute (2033) and the development’s affordability period unless the development violates the affordability term. If a development is in violation of the affordability term, reasonable time will be given to cure the violation. If the development is in violation after reasonable time is given, they will be treated as a nonconforming use.
- Notwithstanding the provisions of the LLA, qualified projects must comply with all other local land development regulations. FS 166.04151(7g)
- **Applicable Zoning Districts**
- Pursuant to the City of Green Cove Springs Land Development Code (“LDC”), the following zoning districts will be eligible for qualifying developments:
 - RPO Residential Professional Office
 - C-1 Neighborhood Commercial
 - C-2 General Commercial
 - M-1 Light Industrial
 - M-2 Heavy Industrial
 - CBD Central Business District
 - GCC Gateway Corridor Commercial
 - GCN Gateway Corridor Neighborhood
- **Residential Density**
- The City’s most intensive future land use category that allows residential density is Mixed-Use Reynolds Park, which allows up to 40 units to the acre by right. This will be the density permitted for qualifying (single use and mixed-use developments).
- **Allowable Height**
- Pursuant to FS 166.04151(7c) a municipality may not restrict height below the highest allowed for either commercial or residential development within the city limits and within one (1) mile of the qualifying development, or three (3) stories, whichever is higher. Sec. 117-6 provides the permitted maximum heights for all zoning districts, with heights ranging from 35’ to 70’.
- **Other Applicable Standards for Development**
- **Mixed-Use Projects** Except for the residential density, allowable height standards and floor area ratio described above, the following shall apply to mixed-use qualifying developments:
 - A mixed-use development requesting to utilize LLA must provide at a minimum ten percent (10%) of the project as non-residential. This would be measured as a percentage of the total square footage proposed for residential and non-residential uses.
 - For the residential portion of a mixed-use development, development shall comply with the provisions set forth in section 117-566 of the Gateway Corridor Commercial Zoning District except for the requirement in section 117-566(2)(a) requiring additional lot area for more than two dwelling units.
 - For the non-residential portions of a mixed-use development shall comply with the requirements of the underlying zoning district.
- **Single Use Projects (Residential Only)** Except for the residential density, allowable height standards and floor area ratio described above, the following shall apply to single use qualifying developments:
 - Developments shall comply with the provisions set forth in section 117-566(2) of the Gateway

Corridor Commercial District for multifamily dwellings except for the requirement in section 117-566(2)(a) requiring additional lot area for more than two dwelling units.

Parking

LLA requires a City to reduce parking requirements by 20% for proposed developments within ½ mile of a “major transportation hub” as defined in the statute, which have available parking within 600 feet of the proposed development and eliminates parking requirements for a proposed mixed-use residential development within an area recognized as a transit-oriented development or area. There currently is not a major transportation hub within the city limits.

Transit service in the City is supported by Clay Community Transportation (CCT) flex service shuttles, managed by the Jacksonville Transit Authority. There are two CCT routes that service the city with stops at the Clay County Health Department and Courthouse. Transit represents a small to de minimis percentage of transportation users within the City. Pursuant to the definition of a “major transportation hub” as set forth in the statute), there is no major transportation hub in the City of Green Cove Springs. As a result the parking standards set forth in Sec. 113-157 (d) shall apply. However, within a ¼ mile of a transit stop, the City must consider reducing the parking requirements for an eligible project.

Other Development Standards (such as but not limited to Stormwater, landscaping etc.) All projects shall comply with the applicable requirements set forth in the Land Development Code.

Process for Approval

The approval process for a qualifying development located within an eligible zoning district, as outlined above, shall include payment of fees, an application, site development plan, an affidavit of commitment to City of Green Cove Springs affordable housing standards for income qualification, monitoring, inspection and other requirements in accordance with the LLA and the City Land Development Code.

Minimum requirements for Site Development Plan approval of a proposed qualifying project shall include the following:

1. A completed site plan application and attachments as set forth in the City’s site plan submittal requirements in Sec. 101-357.
2. Project Narrative – Application shall contain a narrative which demonstrates compliance with Section 166.04151 (7) (a) – (g), Florida Statutes and applicable LDC provisions.
3. Affidavit of Commitment – Applicant must file an Affidavit of Commitment to record a Land Use Restriction Agreement (LURA) detailing the affordable housing restrictions, to comply with the monitoring and other requirements of the city and F.S. 166.04151 Florida Statutes. The LURA shall also outline the penalties and remedies for not complying with the LURA for a 30-year affordable housing project in compliance with the LLA.

Qualifying projects located within a ¼ mile of a military installation shall adhere to the approval procedures set forth in the Land Development Code.

RESOLUTION NO. R-21-2023

A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ESTABLISHING STANDARD OPERATING PROCEDURES TO IMPLEMENT THE REQUIREMENTS SET FORTH IN SENATE BILL 102, "THE LIVE LOCAL ACT" RELATING TO AFFORDABLE HOUSING REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 29, 2023, the Governor signed into law Senate Bill 102 "Live Local Act" codified at Chapter 2023-17, Laws of Florida, which is broad ranging legislation intended to streamline and incentivize affordable housing developments within the State of Florida (the "Act"); and

WHEREAS, the Act preempts certain use, density, and height regulations for qualifying developments that provide for the development of affordable multi-family rental housing in commercial, industrial, and mixed-use areas; and

WHEREAS, the City Commission supports affordable housing and finds it necessary to revise the City Code in order to establish equitable and respectful regulations for the development of mixed income developments as well as to implement the provisions of the Act; and

WHEREAS, Section 7.10 of the City Charter requires that all multi-family and nonresidential site plans, as well as any amendments to such site plans (except minor amendments as defined by ordinance), must be received at a public hearing and receive prior approval from the City Commission; and

WHEREAS, in order to be consistent with the provisions in the City Charter requiring a public hearing for multi-family and non-residential site plans approved by the City Commission, the City Commission desires to require that all site plans, submitted in accordance with the Act, must be received at a public hearing before the City Manager and receive prior administrative approval from the City Manager; and

WHEREAS, the Planning and Zoning Commission, in its capacity as the Local Planning Agency, has reviewed this Ordinance and recommends approval; and

WHEREAS, after review and consideration, the City Council desires to adopt the proposed amendments; and

WHEREAS, the City Council finds that it is in the best interest of the residents of the City to adopt this Ordinance.

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

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

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

SECTION 3. LIVE LOCAL STANDARD OPERATING PROCEDURES. The Council hereby adopts the Live Local Act Standard Operating Procedures as set forth on Appendix "A" attached hereto and incorporated herein by reference, to accomplish the goals of the Act. The Council hereby directs that any project applications submitted pursuant to the Acts shall be handled in substantial compliance with the SOP's attached hereto.

SECTION 4. TERMINATION. By its terms, the Act expires on October 1, 2033. This Resolution and the SOPs, shall likewise expire on October 1, 2033. In the event the Florida Legislature modifies the expiration date of the Act, this Resolution shall expire on such modified expiration date.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.


DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 7TH DAY OF NOVEMBER, 2023.

CITY OF GREEN COVE SPRINGS, FLORIDA



Constance Butler, Mayor

ATTEST:



Erin West, City Clerk

APPROVED AS TO FORM ONLY:



L. J. Arnold, III, City Attorney

Appendix “A” Live Local Standard Operating Procedures Policy

The purpose of this policy is to provide the city’s interpretation of LLA, identify the process for implementation, and provide additional development standards which may apply to applications seeking administrative approval pursuant to LLA. For ease of reference and to avoid redundancy throughout this memorandum, a development seeking approval through LLA will be referred to as a “qualifying development or qualifying developments”.

On March 29, 2023, Governor Ron DeSantis signed into law Senate Bill 102, also known as the "Live Local Act" ("LLA"). This bill took effect on July 1, 2023, and precludes local governments' ability to apply their use, height, and density restrictions and hearing processes to certain multi-family and mixed-use affordable housing developments. Importantly, LLA doesn't preempt other applicable local laws and regulations.

- LLA requires local governments to administratively approve development projects:
 - Where at least forty percent (40%) of the residential units are affordable in a rental agreement (as defined in section 420.0004 Fl. St.) in a rental agreement for at least thirty (30) years; or
 - If developed as a mixed-use project, at least sixty-five percent (65%) of the square footage is used for residential purposes (of which forty percent (40%) are affordable as defined in section 420.0004 Fl. St.); and are located within commercial, industrial, or mixed-use zoning districts. FS 166.04151(7a)
- Local governments are required to allow projects to develop at the highest allowed density on any land within the local government where residential density is allowed. FS 166.04151(7b)
- Local governments cannot restrict height below the highest allowed for a commercial or residential development within the city limits and within one (1) mile of the proposed development or three (3) stories, whichever is higher. FS 166.04151(7c)
- Local governments must consider reducing parking for developments near a major transit stop. FS 166.04151(7e)
- Notwithstanding the provisions of the law, projects must comply with all other local land development regulations. FS 166.04151(7g)
- This subsection does not apply to property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial. FS 166.04151(7h)

Applicable Zoning Districts

Pursuant to the City of Green Cove Springs Land Development Code (“LDC”), the following zoning districts will be eligible for qualifying developments:

- RPO Residential Professional Office
- C-1 Neighborhood Commercial
- C-2 General Commercial
- M-1 Light Industrial
- M-2 Heavy Industrial
- CBD Central Business District
- GCC Gateway Corridor Commercial
- GCN Gateway Corridor Neighborhood

Residential Density

The City’s most intensive future land use category that allows residential density is Mixed-Use Reynolds Park, which allows up to 40 units to the acre by right. This will be the density permitted for qualifying (single use and mixed-use developments).

Allowable Height

Pursuant to FS 166.04151(7c) a municipality may not restrict height below the highest allowed for either commercial or residential development within the city limits and within one (1) mile of the qualifying development, or three (3) stories, whichever is higher. Sec. 117-6 provides the permitted maximum heights for all zoning districts, with heights ranging from 35’ to 70’.

Other Applicable Standards for Development

Mixed-Use Projects Except for the residential density and allowable height standards described above, the following shall apply to mixed-use qualifying developments:

- A mixed-use development requesting to utilize LLA must provide at a minimum ten percent (10%) of the project as non-residential. This would be measured as a percentage of the total square footage proposed for residential and non-residential uses.
- For the residential portion of a mixed-use development, development shall comply with the provisions set forth in section 117-566 of the Gateway Corridor Commercial Zoning District. Vertical Mixed-Use Development (i.e. commercial on first floor and residential, for example) shall comply with the provisions set forth in Sec. 117-566(2).
- For the non-residential portions of a mixed-use development shall comply with the requirements of the underlying zoning district.

Single Use Projects (Residential Only) Except for the residential density and allowable height standards described above, the following shall apply to single use qualifying developments:

- Developments within the Neighborhood Future Land Use Category shall comply with the provisions set forth in section 117-123 for the Residential, High-Density R-3 Zoning District Category if located in the Neighborhood Future Land Use Category.
- Developments within the Commercial or Industrial Future Land Use Designations shall utilize the provisions set forth in section 117-566(2) of the Gateway Corridor Commercial District.

Parking

LLA requires a local government to “consider” reduced parking for a qualifying development within ½ mile of a major transit stop. Transit service in the City is supported by Clay Community Transportation (CCT) flex service shuttles, managed by the Jacksonville Transit Authority. There are two CCT routes that service the City with stops at the Clay County Health Department and Courthouse. Transit represents a small to de minimis percentage of transportation users within the City. While there isn’t a definition of a “major transit stop” in the City’s Land Development Code (as set forth in the statute), it is reasonable to state there is no major transit stop in the City of Green Cove Springs, as a result the parking standards set forth in Sec. 113-157 (d) shall apply.

Other Development Standards (such as but not limited to Stormwater, landscaping etc.) Shall comply with the applicable requirements set forth in the Land Development Code.

Process for Approval

The approval process for a qualifying development located within an eligible zoning district, as outlined above, shall include payment of fees, an application, site development plan, an affidavit of commitment to City of Green Cove Springs affordable housing standards for income qualification, monitoring, inspection and other.

Minimum requirements for Site Development Plan approval of a proposed quality project shall include the following:

1. A completed site plan application and attachments as set forth in the City's site plan submittal requirements in Sec. 101-357.
2. Project Narrative – Application shall contain a narrative which demonstrates compliance with Section 166.04151 (7) (a) – (g), Florida Statutes and applicable LDC provisions.
3. Affidavit of Commitment – Applicant must file an Affidavit of Commitment to record a Land Use Restriction Agreement (LURA) detailing the affordable housing restrictions, to comply with the monitoring and other requirements of the city and F.S. 166.04151 Florida Statutes. The LURA shall also outline the penalties and remedies for not complying with the LURA and the local and state requirements for a 30-year affordable housing project.



Summary of 2024’s Live Local Act amendments (2024) - Final

SB 328 + HB 7073: Amendments to the Live Local Act

Contact: Kody Glazer, Chief Legal and Policy Officer, glazer@flhousing.org

As of February 28, 2024, the House and Senate have officially passed Senate Bill 328 – the 2024 Legislative Session’s core Live Local Act amendment bill. This bill amends the Live Local Act’s land use preemption, the “Missing Middle” Property Tax Exemption, and funds the Hometown Hero Housing Program at \$100 million. The next step is for this bill to be sent to the Governor’s desk for final signature. Note that the bill will go into effect right upon it becoming a law – it will not need to wait until July 1 like most other bills.

In addition to SB 328, the 2024 Legislative Session’s tax package (HB 7073) also amends the Live Local Act – specifically the missing middle property tax exemption – and creates a new affordable housing property tax exemption. This document tracks all the policy changes and additions to the Live Local Act.

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SB 328 - Amendments to the Live Local Act’s Land Use Preemption

SB 328 makes several amendments to s. 125.01055(7) and s. 166.04151(7) of the Florida Statutes which govern the Live Local Act’s land use preemption. This land use preemption was designed to facilitate eligible affordable housing developments on parcels zoned for commercial, industrial, and mixed-use by providing favorable use, density, height, and administrative approval standards.

Eligible Zoning & Applicability

- Amends the phrase “if at least 40 percent of the residential units in a proposed multifamily **rental** development are, for a period of at least 30 years, affordable as defined in s. 420.0004” to “if at least 40 percent of the residential units in a proposed multifamily development are **rental units that**, for a period of at least 30 years, affordable as defined in s. 420.0004.” This amended phrase opens the possibility for a split multifamily ownership and rental development as long as least 40% of the total units are rental *and* affordable.



- Provides that proposed multifamily developments that are located in a transit-oriented development or area, as defined by the local government, must be mixed-use residential to receive approval with the tool and “otherwise complies with requirements of the county’s regulations applicable to the transit-oriented development or area except for use, height, density, and floor area ratio as provided in this section or as otherwise agreed to by the county and the applicant for the development.”

Height and Density Allowances

- Newly provides that local governments cannot limit the floor area ratio of a proposed development below 150% of the highest currently allowed floor area_ratio on any land where residential development is allowed in the jurisdiction under the jurisdiction’s land development regulations.
- Clarifies that the maximum density and height allowances do not include any “bonuses, variances, or other special exceptions” provided in the jurisdiction’s land development regulations as incentives for development.
- Allows local governments to limit the maximum height allowance if the proposed development is adjacent to, on two more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes to 150 percent of the tallest building on property within one-quarter mile of the proposed development or 3 stories, whichever is higher.

Additional Provisions

- Provides that each local government must maintain a policy on its website containing the expectations for administrative approval under the tool.
- Reduces the buffer for local governments to “consider” reducing parking requirements from ½ mile of a “major transit stop” to ¼ mile of a “transit stop.” This will establish a lower buffer and encourage reducing parking requirements for projects near any transit stop, not just a “major” transit stop.
- Requires local government to reduce parking requirements by 20% for proposed developments within ½ mile of a “major transportation hub” that have available parking within 600 feet of the proposed development and eliminates parking requirements for a proposed mixed-use residential development within an area recognized as a transit-oriented development or area.
- Provides that proposed developments located within ¼ mile of a military installation may not be administratively approved.
- Provides that the land use preemption does not apply to “airport-impact areas as provided in s. 333.03” and removes the exception for recreational and commercial working waterfront.
- Creates clear criteria for when the preemption does not apply in close proximity to an airport.
- Clarifies that developments authorized with the preemption are treated as a conforming use even after the sunset of the preemption statute (2033) and the development’s affordability period unless the development violates the affordability term. If a development violates the affordability term, the development will be treated as a nonconforming use.
- Provides that an applicant who submitted an application, written request, or notice of intent to utilize the mandate before the effective date of the bill may notify the local government by July 1, 2024, of its intent to proceed under the prior provisions of the mandate.



SB 328 + HB 7073 - Amendments to the “Missing Middle” Property Tax Exemption

The Live Local Act created a new affordable housing property tax exemption (called the “missing middle” property tax exemption or “Multifamily Middle Market” exemption) that provides two different tiers of exemptions for developments that have 71 or more affordable units to households that earn up to 120% of the Area Median Income (AMI). Units within an eligible development that serve households between 80-120% AMI can receive a 75% property tax exemption and units that serve households below 80% AMI can receive a 100% property tax exemption.

SB 328 and HB 7073 makes a few amendments to the Missing Middle Property Tax Exemption enacted at s. 196.1978(3) of the Florida Statutes.

SB 328 Provisions

- Extends exemption eligibility to developments with more than 10 affordable units if the development is located in an area of critical state concern.
- Clarifies the exemption only applies to the affordable units within an eligible development.
- Provides how a property appraiser shall determine the value of an affordable unit eligible for the exemption.
- Authorizes the county property appraiser to “request and review additional information necessary” to determine eligibility for the exemption.

HB 7073 - New “Opt-Out” from the 80-120% AMI missing middle exemption

- Grants certain taxing authorities the ability to opt out from providing the 80-120% AMI “missing middle” property tax exemption to developments within their jurisdiction that would otherwise qualify.
- Criteria for a taxing authority to be able to “opt-out” from the 80-120% AMI exemption:
 - The taxing authority must be in a county in which the number of affordable and available units for households at or below 120% AMI is greater than the number of households at that income level, as determined by the most recent Shimberg Center for Housing Studies Annual Report.
 - An ordinance or resolution to opt out from providing the property tax exemption must be approved by a two-thirds vote of the local governing body.
 - The ordinance or resolution must be renewed annually by January 1.
 - Any properties within an opting out jurisdiction that were previously approved for the property tax exemption would be allowed to continue to benefit from the exemption.
- “Opt-out” only applies for the specific taxing authority that opts out.
- Per the 2023 Shimberg Center for Housing Studies Annual Report, taxing authorities within 50 of Florida’s 67 counties can opt out.

New property tax exemption for FHFC-funded permanently affordable housing

HB 7073 creates a new 100% property tax exemption from for affordable housing developments that meet the following criteria.

- Eligibility criteria:



- Be composed of an improvement to land where an improvement did not previously exist or the construction of a new improvement where an old improvement was removed, which was substantially completed within 2 years before the first submission of an application for exemption.
- Contain more than 70 units that are affordable to households at or below 80% AMI
- Has a land use restriction agreement (LURA) with the Florida Housing Finance Corporation (FHFC) that requires the property to be affordable for households up to 120% for 99 years.
- Exemption only applies to units affordable to households at or below 80% AMI.
- First applies to the 2026 tax roll

Florida Hometown Hero Program

SB 328 funds the Hometown Hero Program at \$100 million using federal Coronavirus State Fiscal Recovery Fund dollars.

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1
2 An act relating to affordable housing; amending ss.
3 125.01055 and 166.04151, F.S.; clarifying application;
4 prohibiting counties and municipalities, respectively,
5 from restricting the floor area ratio of certain
6 proposed developments under certain circumstances;
7 providing that the density, floor area ratio, or
8 height of certain developments, bonuses, variances, or
9 other special exceptions are not included in the
10 calculation of the currently allowed density, floor
11 area ratio, or height by counties and municipalities,
12 respectively; authorizing counties and municipalities,
13 respectively, to restrict the height of proposed
14 developments under certain circumstances; prohibiting
15 the administrative approval by counties and
16 municipalities, respectively, of a proposed
17 development within a specified proximity to a military
18 installation; requiring counties and municipalities,
19 respectively, to maintain a certain policy on their
20 websites; requiring counties and municipalities,
21 respectively, to consider reducing parking
22 requirements under certain circumstances; requiring
23 counties and municipalities, respectively, to reduce
24 or eliminate parking requirements for certain proposed
25 mixed-use developments that meet certain requirements;
26 providing certain requirements for developments
27 located within a transit-oriented development or area;
28 defining the term "major transportation hub"; making
29 technical changes; providing requirements for

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30 developments authorized located within a transit-
31 oriented development or area; clarifying that a county
32 or municipality, respectively, is not precluded from
33 granting additional exceptions; clarifying that a
34 proposed development is not precluded from receiving a
35 bonus for density, height, or floor area ratio if
36 specified conditions are satisfied; requiring that
37 such bonuses be administratively approved by counties
38 and municipalities, respectively; revising
39 applicability; authorizing that specified developments
40 be treated as a conforming use under certain
41 circumstances; authorizing that specified developments
42 be treated as a nonconforming use under certain
43 circumstances; authorizing applicants for certain
44 proposed developments to notify a county or
45 municipality, as applicable, of their intent to
46 proceed under certain provisions; requiring counties
47 and municipalities to allow certain applicants to
48 submit a revised application, written request, or
49 notice of intent; amending s. 196.1978, F.S.; revising
50 the definition of the term "newly constructed";
51 revising conditions for when multifamily projects are
52 considered property used for a charitable purpose and
53 are eligible to receive an ad valorem property tax
54 exemption; making technical changes; requiring
55 property appraisers to make certain exemptions from ad
56 valorem property taxes; providing the method for
57 determining the value of a unit for certain purposes;
58 requiring property appraisers to review certain

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59 applications and make certain determinations;
60 authorizing property appraisers to request and review
61 additional information; authorizing property
62 appraisers to grant exemptions only under certain
63 conditions; revising requirements for property owners
64 seeking a certification notice from the Florida
65 Housing Finance Corporation; providing that a certain
66 determination by the corporation does not constitute
67 an exemption; revising eligibility; conforming
68 provisions to changes made by the act; amending s.
69 196.1979, F.S.; revising the value to which a certain
70 ad valorem property tax exemption applies; revising a
71 condition of eligibility for vacant residential units
72 to qualify for a certain ad valorem property tax
73 exemption; making technical changes; revising the
74 deadline for an application for exemption; revising
75 deadlines by which boards and governing bodies must
76 deliver to or notify the Department of Revenue of the
77 adoption, repeal, or expiration of certain ordinances;
78 requiring property appraisers to review certain
79 applications and make certain determinations;
80 authorizing property appraisers to request and review
81 additional information; authorizing property
82 appraisers to grant exemptions only under certain
83 conditions; providing the method for determining the
84 value of a unit for certain purposes; providing for
85 retroactive application; amending s. 333.03, F.S.;
86 excluding certain proposed developments from specified
87 airport zoning provisions; amending s. 420.507, F.S.;

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88 revising the enumerated powers of the corporation;
89 amending s. 420.5096, F.S.; making technical changes;
90 amending s. 420.518, F.S.; specifying conditions under
91 which the corporation may preclude applicants from
92 corporation programs; providing an appropriation;
93 providing an effective date.
94

95 Be It Enacted by the Legislature of the State of Florida:
96

97 Section 1. Subsection (7) of section 125.01055, Florida
98 Statutes, is amended, and subsection (8) is added to that
99 section, to read:

100 125.01055 Affordable housing.—

101 (7) (a) A county must authorize multifamily and mixed-use
102 residential as allowable uses in any area zoned for commercial,
103 industrial, or mixed use if at least 40 percent of the
104 residential units in a proposed multifamily ~~rental~~ development
105 are rental units that, for a period of at least 30 years, are
106 affordable as defined in s. 420.0004. Notwithstanding any other
107 law, local ordinance, or regulation to the contrary, a county
108 may not require a proposed multifamily development to obtain a
109 zoning or land use change, special exception, conditional use
110 approval, variance, or comprehensive plan amendment for the
111 building height, zoning, and densities authorized under this
112 subsection. For mixed-use residential projects, at least 65
113 percent of the total square footage must be used for residential
114 purposes.

115 (b) A county may not restrict the density of a proposed
116 development authorized under this subsection below the highest

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117 currently allowed density on any unincorporated land in the
118 county where residential development is allowed under the
119 county's land development regulations. For purposes of this
120 paragraph, the term "highest currently allowed density" does not
121 include the density of any building that met the requirements of
122 this subsection or the density of any building that has received
123 any bonus, variance, or other special exception for density
124 provided in the county's land development regulations as an
125 incentive for development.

126 (c) A county may not restrict the floor area ratio of a
127 proposed development authorized under this subsection below 150
128 percent of the highest currently allowed floor area ratio on any
129 unincorporated land in the county where development is allowed
130 under the county's land development regulations. For purposes of
131 this paragraph, the term "highest currently allowed floor area
132 ratio" does not include the floor area ratio of any building
133 that met the requirements of this subsection or the floor area
134 ratio of any building that has received any bonus, variance, or
135 other special exception for floor area ratio provided in the
136 county's land development regulations as an incentive for
137 development. For purposes of this subsection, the term floor
138 area ratio includes floor lot ratio.

139 (d)1.~~(e)~~ A county may not restrict the height of a proposed
140 development authorized under this subsection below the highest
141 currently allowed height for a commercial or residential
142 building development located in its jurisdiction within 1 mile
143 of the proposed development or 3 stories, whichever is higher.
144 For purposes of this paragraph, the term "highest currently
145 allowed height" does not include the height of any building that

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146 met the requirements of this subsection or the height of any
147 building that has received any bonus, variance, or other special
148 exception for height provided in the county's land development
149 regulations as an incentive for development.

150 2. If the proposed development is adjacent to, on two or
151 more sides, a parcel zoned for single-family residential use
152 which is within a single-family residential development with at
153 least 25 contiguous single-family homes, the county may restrict
154 the height of the proposed development to 150 percent of the
155 tallest building on any property adjacent to the proposed
156 development, the highest currently allowed height for the
157 property provided in the county's land development regulations,
158 or 3 stories, whichever is higher. For the purposes of this
159 paragraph, the term "adjacent to" means those properties sharing
160 more than one point of a property line, but does not include
161 properties separated by a public road.

162 (e) ~~(d)~~ A proposed development authorized under this
163 subsection must be administratively approved and no further
164 action by the board of county commissioners is required if the
165 development satisfies the county's land development regulations
166 for multifamily developments in areas zoned for such use and is
167 otherwise consistent with the comprehensive plan, with the
168 exception of provisions establishing allowable densities, floor
169 area ratios, height, and land use. Such land development
170 regulations include, but are not limited to, regulations
171 relating to setbacks and parking requirements. A proposed
172 development located within one-quarter mile of a military
173 installation identified in s. 163.3175(2) may not be
174 administratively approved. Each county shall maintain on its

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175 website a policy containing procedures and expectations for
176 administrative approval pursuant to this subsection.

177 (f)1.(e) A county must consider reducing parking
178 requirements for a proposed development authorized under this
179 subsection if the development is located within one-quarter ~~one-~~
180 ~~half~~ mile of a ~~major~~ transit stop, as defined in the county's
181 land development code, and the ~~major~~ transit stop is accessible
182 from the development.

183 2. A county must reduce parking requirements by at least 20
184 percent for a proposed development authorized under this
185 subsection if the development:

186 a. Is located within one-half mile of a major
187 transportation hub that is accessible from the proposed
188 development by safe, pedestrian-friendly means, such as
189 sidewalks, crosswalks, elevated pedestrian or bike paths, or
190 other multimodal design features; and

191 b. Has available parking within 600 feet of the proposed
192 development which may consist of options such as on-street
193 parking, parking lots, or parking garages available for use by
194 residents of the proposed development. However, a county may not
195 require that the available parking compensate for the reduction
196 in parking requirements.

197 3. A county must eliminate parking requirements for a
198 proposed mixed-use residential development authorized under this
199 subsection within an area recognized by the county as a transit-
200 oriented development or area, as provided in paragraph (h).

201 4. For purposes of this paragraph, the term "major
202 transportation hub" means any transit station, whether bus,
203 train, or light rail, which is served by public transit with a

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204 mix of other transportation options.

205 (g)~~(f)~~ For proposed multifamily developments in an
206 unincorporated area zoned for commercial or industrial use which
207 is within the boundaries of a multicounty independent special
208 district that was created to provide municipal services and is
209 not authorized to levy ad valorem taxes, and less than 20
210 percent of the land area within such district is designated for
211 commercial or industrial use, a county must authorize, as
212 provided in this subsection, such development only if the
213 development is mixed-use residential.

214 (h) A proposed development authorized under this subsection
215 which is located within a transit-oriented development or area,
216 as recognized by the county, must be mixed-use residential and
217 otherwise comply with requirements of the county's regulations
218 applicable to the transit-oriented development or area except
219 for use, height, density, floor area ratio, and parking as
220 provided in this subsection or as otherwise agreed to by the
221 county and the applicant for the development.

222 (i)~~(g)~~ Except as otherwise provided in this subsection, a
223 development authorized under this subsection must comply with
224 all applicable state and local laws and regulations.

225 (j)1. Nothing in this subsection precludes a county from
226 granting a bonus, variance, conditional use, or other special
227 exception for height, density, or floor area ratio in addition
228 to the height, density, and floor area ratio requirements in
229 this subsection.

230 2. Nothing in this subsection precludes a proposed
231 development authorized under this subsection from receiving a
232 bonus for density, height, or floor area ratio pursuant to an

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233 ordinance or regulation of the jurisdiction where the proposed
234 development is located if the proposed development satisfies the
235 conditions to receive the bonus except for any condition which
236 conflicts with this subsection. If a proposed development
237 qualifies for such bonus, the bonus must be administratively
238 approved by the county and no further action by the board of
239 county commissioners is required.

240 (k) ~~(h)~~ This subsection does not apply to:

241 1. Airport-impacted areas as provided in s. 333.03.

242 2. Property defined as recreational and commercial working
243 waterfront in s. 342.201(2) (b) in any area zoned as industrial.

244 (l) ~~(i)~~ This subsection expires October 1, 2033.

245 (8) Any development authorized under paragraph (7) (a) must
246 be treated as a conforming use even after the expiration of
247 subsection (7) and the development's affordability period as
248 provided in paragraph (7) (a), notwithstanding the county's
249 comprehensive plan, future land use designation, or zoning. If
250 at any point during the development's affordability period the
251 development violates the affordability period requirement
252 provided in paragraph (7) (a), the development must be allowed a
253 reasonable time to cure such violation. If the violation is not
254 cured within a reasonable time, the development must be treated
255 as a nonconforming use.

256 Section 2. Subsection (7) of section 166.04151, Florida
257 Statutes, is amended, and subsection (8) is added to that
258 section, to read:

259 166.04151 Affordable housing.—

260 (7) (a) A municipality must authorize multifamily and mixed-
261 use residential as allowable uses in any area zoned for

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262 commercial, industrial, or mixed use if at least 40 percent of
263 the residential units in a proposed multifamily ~~rental~~
264 development are rental units that, for a period of at least 30
265 years, are affordable as defined in s. 420.0004. Notwithstanding
266 any other law, local ordinance, or regulation to the contrary, a
267 municipality may not require a proposed multifamily development
268 to obtain a zoning or land use change, special exception,
269 conditional use approval, variance, or comprehensive plan
270 amendment for the building height, zoning, and densities
271 authorized under this subsection. For mixed-use residential
272 projects, at least 65 percent of the total square footage must
273 be used for residential purposes.

274 (b) A municipality may not restrict the density of a
275 proposed development authorized under this subsection below the
276 highest currently allowed density on any land in the
277 municipality where residential development is allowed under the
278 municipality's land development regulations. For purposes of
279 this paragraph, the term "highest currently allowed density"
280 does not include the density of any building that met the
281 requirements of this subsection or the density of any building
282 that has received any bonus, variance, or other special
283 exception for density provided in the municipality's land
284 development regulations as an incentive for development.

285 (c) A municipality may not restrict the floor area ratio of
286 a proposed development authorized under this subsection below
287 150 percent of the highest currently allowed floor area ratio on
288 any land in the municipality where development is allowed under
289 the municipality's land development regulations. For purposes of
290 this paragraph, the term "highest currently allowed floor area

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291 ratio" does not include the floor area ratio of any building
292 that met the requirements of this subsection or the floor area
293 ratio of any building that has received any bonus, variance, or
294 other special exception for floor area ratio provided in the
295 municipality's land development regulations as an incentive for
296 development. For purposes of this subsection, the term "floor
297 area ratio" includes floor lot ratio.

298 (d)1.(e) A municipality may not restrict the height of a
299 proposed development authorized under this subsection below the
300 highest currently allowed height for a commercial or residential
301 building development located in its jurisdiction within 1 mile
302 of the proposed development or 3 stories, whichever is higher.
303 For purposes of this paragraph, the term "highest currently
304 allowed height" does not include the height of any building that
305 met the requirements of this subsection or the height of any
306 building that has received any bonus, variance, or other special
307 exception for height provided in the municipality's land
308 development regulations as an incentive for development.

309 2. If the proposed development is adjacent to, on two or
310 more sides, a parcel zoned for single-family residential use
311 that is within a single-family residential development with at
312 least 25 contiguous single-family homes, the municipality may
313 restrict the height of the proposed development to 150 percent
314 of the tallest building on any property adjacent to the proposed
315 development, the highest currently allowed height for the
316 property provided in the municipality's land development
317 regulations, or 3 stories, whichever is higher. For the purposes
318 of this paragraph, the term "adjacent to" means those properties
319 sharing more than one point of a property line, but does not

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320 include properties separated by a public road.

321 (e) ~~(d)~~ A proposed development authorized under this
322 subsection must be administratively approved and no further
323 action by the governing body of the municipality is required if
324 the development satisfies the municipality's land development
325 regulations for multifamily developments in areas zoned for such
326 use and is otherwise consistent with the comprehensive plan,
327 with the exception of provisions establishing allowable
328 densities, floor area ratios, height, and land use. Such land
329 development regulations include, but are not limited to,
330 regulations relating to setbacks and parking requirements. A
331 proposed development located within one-quarter mile of a
332 military installation identified in s. 163.3175(2) may not be
333 administratively approved. Each municipality shall maintain on
334 its website a policy containing procedures and expectations for
335 administrative approval pursuant to this subsection.

336 (f) 1. ~~(e)~~ A municipality must consider reducing parking
337 requirements for a proposed development authorized under this
338 subsection if the development is located within one-quarter ~~one-~~
339 ~~half~~ mile of a ~~major~~ transit stop, as defined in the
340 municipality's land development code, and the ~~major~~ transit stop
341 is accessible from the development.

342 2. A municipality must reduce parking requirements by at
343 least 20 percent for a proposed development authorized under
344 this subsection if the development:

345 a. Is located within one-half mile of a major
346 transportation hub that is accessible from the proposed
347 development by safe, pedestrian-friendly means, such as
348 sidewalks, crosswalks, elevated pedestrian or bike paths, or

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349 other multimodal design features.

350 b. Has available parking within 600 feet of the proposed
351 development which may consist of options such as on-street
352 parking, parking lots, or parking garages available for use by
353 residents of the proposed development. However, a municipality
354 may not require that the available parking compensate for the
355 reduction in parking requirements.

356 3. A municipality must eliminate parking requirements for a
357 proposed mixed-use residential development authorized under this
358 subsection within an area recognized by the municipality as a
359 transit-oriented development or area, as provided in paragraph
360 (h).

361 4. For purposes of this paragraph, the term "major
362 transportation hub" means any transit station, whether bus,
363 train, or light rail, which is served by public transit with a
364 mix of other transportation options.

365 (g)~~(f)~~ A municipality that designates less than 20 percent
366 of the land area within its jurisdiction for commercial or
367 industrial use must authorize a proposed multifamily development
368 as provided in this subsection in areas zoned for commercial or
369 industrial use only if the proposed multifamily development is
370 mixed-use residential.

371 (h) A proposed development authorized under this subsection
372 which is located within a transit-oriented development or area,
373 as recognized by the municipality, must be mixed-use residential
374 and otherwise comply with requirements of the municipality's
375 regulations applicable to the transit-oriented development or
376 area except for use, height, density, floor area ratio, and
377 parking as provided in this subsection or as otherwise agreed to

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378 by the municipality and the applicant for the development.

379 (i) ~~(g)~~ Except as otherwise provided in this subsection, a
380 development authorized under this subsection must comply with
381 all applicable state and local laws and regulations.

382 (j)1. Nothing in this subsection precludes a municipality
383 from granting a bonus, variance, conditional use, or other
384 special exception to height, density, or floor area ratio in
385 addition to the height, density, and floor area ratio
386 requirements in this subsection.

387 2. Nothing in this subsection precludes a proposed
388 development authorized under this subsection from receiving a
389 bonus for density, height, or floor area ratio pursuant to an
390 ordinance or regulation of the jurisdiction where the proposed
391 development is located if the proposed development satisfies the
392 conditions to receive the bonus except for any condition which
393 conflicts with this subsection. If a proposed development
394 qualifies for such bonus, the bonus must be administratively
395 approved by the municipality and no further action by the
396 governing body of the municipality is required.

397 (k) ~~(h)~~ This subsection does not apply to:

398 1. Airport-impacted areas as provided in s. 333.03.

399 2. Property defined as recreational and commercial working
400 waterfront in s. 342.201(2) (b) in any area zoned as industrial.

401 (l) ~~(i)~~ This subsection expires October 1, 2033.

402 (8) Any development authorized under paragraph (7) (a) must
403 be treated as a conforming use even after the expiration of
404 subsection (7) and the development's affordability period as
405 provided in paragraph (7) (a), notwithstanding the municipality's
406 comprehensive plan, future land use designation, or zoning. If

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407 at any point during the development's affordability period the
408 development violates the affordability period requirement
409 provided in paragraph (7) (a), the development must be allowed a
410 reasonable time to cure such violation. If the violation is not
411 cured within a reasonable time, the development must be treated
412 as a nonconforming use.

413 Section 3. An applicant for a proposed development
414 authorized under s. 125.01055(7) or s. 166.04151(7), Florida
415 Statutes, who submitted an application, written request, or
416 notice of intent to utilize such provisions to the county or
417 municipality and which has been received by the county or
418 municipality, as applicable, before the effective date of this
419 act may notify the county or municipality by July 1, 2024, of
420 its intent to proceed under the provisions of s. 125.01055(7) or
421 s. 166.04151(7), Florida Statutes, as they existed at the time
422 of submittal. A county or municipality shall allow an applicant
423 who submitted such application, written request, or notice of
424 intent before the effective date of this act the opportunity to
425 submit a revised application, written request, or notice of
426 intent to account for the changes made by this act.

427 Section 4. Subsection (3) of section 196.1978, Florida
428 Statutes, is amended to read:

429 196.1978 Affordable housing property exemption.-

430 (3) (a) As used in this subsection, the term:

431 1. "Corporation" means the Florida Housing Finance
432 Corporation.

433 2. "Newly constructed" means an improvement to real
434 property which was substantially completed within 5 years before
435 the date of an applicant's first submission of a request for a

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436 certification notice ~~or an application for an exemption~~ pursuant
437 to this subsection ~~section, whichever is earlier.~~

438 3. "Substantially completed" has the same meaning as in s.
439 192.042(1).

440 (b) Notwithstanding ss. 196.195 and 196.196, portions of
441 property in a multifamily project are considered property used
442 for a charitable purpose and are eligible to receive an ad
443 valorem property tax exemption if such portions meet all of the
444 following conditions:

445 1. Provide affordable housing to natural persons or
446 families meeting the income limitations provided in paragraph
447 (d).~~†~~

448 2.a. Are within a newly constructed multifamily project
449 that contains more than 70 units dedicated to housing natural
450 persons or families meeting the income limitations provided in
451 paragraph (d); or

452 b. Are within a newly constructed multifamily project in an
453 area of critical state concern, as designated by s. 380.0552 or
454 chapter 28-36, Florida Administrative Code, which contains more
455 than 10 units dedicated to housing natural persons or families
456 meeting the income limitations provided in paragraph (d). ~~and~~

457 3. Are rented for an amount that does not exceed the amount
458 as specified by the most recent multifamily rental programs
459 income and rent limit chart posted by the corporation and
460 derived from the Multifamily Tax Subsidy Projects Income Limits
461 published by the United States Department of Housing and Urban
462 Development or 90 percent of the fair market value rent as
463 determined by a rental market study meeting the requirements of
464 paragraph (1) ~~(m)~~, whichever is less.

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465 (c) If a unit that in the previous year received ~~qualified~~
466 ~~for~~ the exemption under this subsection and was occupied by a
467 tenant is vacant on January 1, the vacant unit is eligible for
468 the exemption if the use of the unit is restricted to providing
469 affordable housing that would otherwise meet the requirements of
470 this subsection and a reasonable effort is made to lease the
471 unit to eligible persons or families.

472 (d)1. The property appraiser shall exempt:

473 a. Seventy-five percent of the assessed value of the units
474 in multifamily projects that meet the requirements of this
475 subsection and are ~~Qualified property~~ used to house natural
476 persons or families whose annual household income is greater
477 than 80 percent but not more than 120 percent of the median
478 annual adjusted gross income for households within the
479 metropolitan statistical area or, if not within a metropolitan
480 statistical area, within the county in which the person or
481 family resides; ~~and, must receive an ad valorem property tax~~
482 ~~exemption of 75 percent of the assessed value.~~

483 b.2. From ad valorem property taxes the units in
484 multifamily projects that meet the requirements of this
485 subsection and are ~~Qualified property~~ used to house natural
486 persons or families whose annual household income does not
487 exceed 80 percent of the median annual adjusted gross income for
488 households within the metropolitan statistical area or, if not
489 within a metropolitan statistical area, within the county in
490 which the person or family resides, ~~is exempt from ad valorem~~
491 ~~property taxes.~~

492 2. When determining the value of a unit for purposes of
493 applying an exemption pursuant to this paragraph, the property

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494 appraiser must include in such valuation the proportionate share
495 of the residential common areas, including the land, fairly
496 attributable to such unit.

497 (e) To be eligible to receive an exemption under this
498 subsection, a property owner must submit an application on a
499 form prescribed by the department by March 1 for the exemption,
500 accompanied by a certification notice from the corporation to
501 the property appraiser. The property appraiser shall review the
502 application and determine whether the applicant meets all of the
503 requirements of this subsection and is entitled to an exemption.
504 A property appraiser may request and review additional
505 information necessary to make such determination. A property
506 appraiser may grant an exemption only for a property for which
507 the corporation has issued a certification notice and which the
508 property appraiser determines is entitled to an exemption.

509 (f) To receive a certification notice, a property owner
510 must submit a request to the corporation ~~for certification~~ on a
511 form provided by the corporation which includes all of the
512 following:

513 1. The most recently completed rental market study meeting
514 the requirements of paragraph (1) ~~(m)~~.

515 2. A list of the units for which the property owner seeks
516 an exemption.

517 3. The rent amount received by the property owner for each
518 unit for which the property owner seeks an exemption. If a unit
519 is vacant and qualifies for an exemption under paragraph (c),
520 the property owner must provide evidence of the published rent
521 amount for each vacant unit.

522 4. A sworn statement, under penalty of perjury, from the

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523 applicant restricting the property for a period of not less than
524 3 years to housing persons or families who meet the income
525 limitations under this subsection.

526 (g) The corporation shall review the request for a
527 certification notice and certify whether a property ~~that~~ meets
528 the ~~eligibility~~ criteria of paragraphs (b) and (c) ~~this~~
529 ~~subsection~~. A determination by the corporation regarding a
530 request for a certification notice does not constitute a grant
531 of an exemption pursuant to this subsection or final agency
532 action pursuant to chapter 120.

533 1. If the corporation determines that the property meets
534 the ~~eligibility~~ criteria ~~for an exemption under this subsection,~~
535 the corporation must send a certification notice to the property
536 owner and the property appraiser.

537 2. If the corporation determines that the property does not
538 meet the ~~eligibility~~ criteria, the corporation must notify the
539 property owner and include the reasons for such determination.

540 (h) The corporation shall post on its website the deadline
541 to submit a request for a certification notice. The deadline
542 must allow adequate time for a property owner to submit a timely
543 application for exemption to the property appraiser.

544 ~~(i) The property appraiser shall review the application and~~
545 ~~determine if the applicant is entitled to an exemption. A~~
546 ~~property appraiser may grant an exemption only for a property~~
547 ~~for which the corporation has issued a certification notice.~~

548 ~~(j)~~ If the property appraiser determines that for any year
549 during the immediately previous 10 years a person who was not
550 entitled to an exemption under this subsection was granted such
551 an exemption, the property appraiser must serve upon the owner a

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552 notice of intent to record in the public records of the county a
553 notice of tax lien against any property owned by that person in
554 the county, and that property must be identified in the notice
555 of tax lien. Any property owned by the taxpayer and situated in
556 this state is subject to the taxes exempted by the improper
557 exemption, plus a penalty of 50 percent of the unpaid taxes for
558 each year and interest at a rate of 15 percent per annum. If an
559 exemption is improperly granted as a result of a clerical
560 mistake or an omission by the property appraiser, the property
561 owner improperly receiving the exemption may not be assessed a
562 penalty or interest.

563 (j)~~(k)~~ Units subject to an agreement with the corporation
564 pursuant to chapter 420 recorded in the official records of the
565 county in which the property is located to provide housing to
566 natural persons or families meeting the extremely-low-income,
567 very-low-income, or low-income limits specified in s. 420.0004
568 are not eligible for this exemption.

569 (k)~~(l)~~ Property receiving an exemption pursuant to s.
570 196.1979 or units used as a transient public lodging
571 establishment as defined in s. 509.013 are ~~is~~ not eligible for
572 this exemption.

573 (l)~~(m)~~ A rental market study submitted as required by
574 subparagraph (f)1. ~~paragraph (f)~~ must identify the fair market
575 value rent of each unit for which a property owner seeks an
576 exemption. Only a certified general appraiser as defined in s.
577 475.611 may issue a rental market study. The certified general
578 appraiser must be independent of the property owner who requests
579 the rental market study. In preparing the rental market study, a
580 certified general appraiser shall comply with the standards of

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581 professional practice pursuant to part II of chapter 475 and use
582 comparable property within the same geographic area and of the
583 same type as the property for which the exemption is sought. A
584 rental market study must have been completed within 3 years
585 before submission of the application.

586 (m)~~(n)~~ The corporation may adopt rules to implement this
587 section.

588 (n)~~(o)~~ This subsection first applies to the 2024 tax roll
589 and is repealed December 31, 2059.

590 Section 5. Present subsections (6) and (7) of section
591 196.1979, Florida Statutes, are redesignated as subsections (8)
592 and (9), respectively, new subsections (6) and (7) are added to
593 that section, and paragraph (b) of subsection (1), subsection
594 (2), paragraphs (d), (f), and (1) of subsection (3), and
595 subsection (5) of that section are amended, to read:

596 196.1979 County and municipal affordable housing property
597 exemption.—

598 (1)

599 (b) Qualified property may receive an ad valorem property
600 tax exemption of:

601 1. Up to 75 percent of the assessed value of each
602 residential unit used to provide affordable housing if fewer
603 than 100 percent of the multifamily project's residential units
604 are used to provide affordable housing meeting the requirements
605 of this section.

606 2. Up to 100 percent of the assessed value of each
607 residential unit used to provide affordable housing if 100
608 percent of the multifamily project's residential units are used
609 to provide affordable housing meeting the requirements of this

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610 section.

611 (2) If a residential unit that in the previous year
612 received ~~qualified for~~ the exemption under this section and was
613 occupied by a tenant is vacant on January 1, the vacant unit may
614 qualify for the exemption under this section if the use of the
615 unit is restricted to providing affordable housing that would
616 otherwise meet the requirements of this section and a reasonable
617 effort is made to lease the unit to eligible persons or
618 families.

619 (3) An ordinance granting the exemption authorized by this
620 section must:

621 (d) Require the local entity to verify and certify property
622 that meets the requirements of the ordinance as qualified
623 property and forward the certification to the property owner and
624 the property appraiser. If the local entity denies the
625 application for certification ~~exemption~~, it must notify the
626 applicant and include reasons for the denial.

627 (f) Require the property owner to submit an application for
628 exemption, on a form prescribed by the department, accompanied
629 by the certification of qualified property, to the property
630 appraiser no later than the deadline specified in s. 196.011
631 ~~March 1~~.

632 (1) Require the county or municipality to post on its
633 website a list of ~~certified~~ properties receiving the exemption
634 for the purpose of facilitating access to affordable housing.

635 (5) An ordinance adopted under this section must expire
636 before the fourth January 1 after adoption; however, the board
637 of county commissioners or the governing body of the
638 municipality may adopt a new ordinance to renew the exemption.

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639 The board of county commissioners or the governing body of the
640 municipality shall deliver a copy of an ordinance adopted under
641 this section to the department and the property appraiser within
642 10 days after its adoption, but no later than January 1 of the
643 year such exemption will take effect. If the ordinance expires
644 or is repealed, the board of county commissioners or the
645 governing body of the municipality must notify the department
646 and the property appraiser within 10 days after its expiration
647 or repeal, but no later than January 1 of the year the repeal or
648 expiration of such exemption will take effect.

649 (6) The property appraiser shall review each application
650 for exemption and determine whether the applicant meets all of
651 the requirements of this section and is entitled to an
652 exemption. A property appraiser may request and review
653 additional information necessary to make such determination. A
654 property appraiser may grant an exemption only for a property
655 for which the local entity has certified as qualified property
656 and which the property appraiser determines is entitled to an
657 exemption.

658 (7) When determining the value of a unit for purposes of
659 applying an exemption pursuant to this section, the property
660 appraiser must include in such valuation the proportionate share
661 of the residential common areas, including the land, fairly
662 attributable to such unit.

663 Section 6. The amendments made by this act to ss. 196.1978
664 and 196.1979, Florida Statutes, are intended to be remedial and
665 clarifying in nature and apply retroactively to January 1, 2024.

666 Section 7. Present subsection (5) of section 333.03,
667 Florida Statutes, is redesignated as subsection (6), and a new

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668 subsection (5) is added to that section, to read:

669 333.03 Requirement to adopt airport zoning regulations.—

670 (5) Sections 125.01055(7) and 166.04151(7) do not apply to
671 any of the following:

672 (a) A proposed development near a runway within one-quarter
673 of a mile laterally from the runway edge and within an area that
674 is the width of one-quarter of a mile extending at right angles
675 from the end of the runway for a distance of 10,000 feet of any
676 existing airport runway or planned airport runway identified in
677 the local government's airport master plan.

678 (b) A proposed development within any airport noise zone
679 identified in the federal land use compatibility table or in a
680 land-use zoning or airport noise regulation adopted by the local
681 government.

682 (c) A proposed development that exceeds maximum height
683 restrictions identified in the political subdivision's airport
684 zoning regulation adopted pursuant to this section.

685 Section 8. Subsection (35) of section 420.507, Florida
686 Statutes, is amended to read:

687 420.507 Powers of the corporation.—The corporation shall
688 have all the powers necessary or convenient to carry out and
689 effectuate the purposes and provisions of this part, including
690 the following powers which are in addition to all other powers
691 granted by other provisions of this part:

692 (35) To preclude any applicant, sponsor, or affiliate of an
693 applicant or sponsor from further participation in any of the
694 corporation's programs as provided in s. 420.518, ~~any applicant~~
695 ~~or affiliate of an applicant which has made a material~~
696 ~~misrepresentation or engaged in fraudulent actions in connection~~

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697 ~~with any application for a corporation program.~~

698 Section 9. Subsection (3) of section 420.5096, Florida
699 Statutes, is amended to read:

700 420.5096 Florida Hometown Hero Program.—

701 (3) For loans made available pursuant to s.
702 420.507(23)(a)1. or 2., the corporation may underwrite and make
703 those mortgage loans through the program to persons or families
704 who have household incomes that do not exceed 150 percent of the
705 state median income or local median income, whichever is
706 greater. A borrower must be seeking to purchase a home as a
707 primary residence; must be a first-time homebuyer and a Florida
708 resident; and must be employed full-time by a Florida-based
709 employer. The borrower must provide documentation of full-time
710 employment, or full-time status for self-employed individuals,
711 ~~of 35 hours or more per week.~~ The requirement to be a first-time
712 homebuyer does not apply to a borrower who is an active duty
713 servicemember of a branch of the armed forces or the Florida
714 National Guard, as defined in s. 250.01, or a veteran.

715 Section 10. Section 420.518, Florida Statutes, is amended
716 to read:

717 420.518 Preclusion from participation in corporation
718 programs ~~Fraudulent or material misrepresentation.~~—

719 (1) An applicant, a sponsor, or an affiliate of an
720 applicant or a sponsor may be precluded from participation in
721 any corporation program if the applicant or affiliate of the
722 applicant has:

723 (a) Made a material misrepresentation or engaged in
724 fraudulent actions in connection with any corporation program.

725 (b) Been convicted or found guilty of, or entered a plea of

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726 guilty or nolo contendere to, regardless of adjudication, a
727 crime in any jurisdiction which directly relates to the
728 financing, construction, or management of affordable housing or
729 the fraudulent procurement of state or federal funds. The record
730 of a conviction certified or authenticated in such form as to be
731 admissible in evidence under the laws of the state shall be
732 admissible as prima facie evidence of such guilt.

733 (c) Been excluded from any federal funding program related
734 to the provision of housing, including debarment from
735 participation in federal housing programs by the United States
736 Department of Housing and Urban Development.

737 (d) Been excluded from any federal or Florida procurement
738 programs.

739 (e) Offered or given consideration, other than the
740 consideration to provide affordable housing, with respect to a
741 local contribution.

742 (f) Demonstrated a pattern of noncompliance and a failure
743 to correct any such noncompliance after notice from the
744 corporation in the construction, operation, or management of one
745 or more developments funded through a corporation program.

746 (g) Materially or repeatedly violated any condition imposed
747 by the corporation in connection with the administration of a
748 corporation program, including a land use restriction agreement,
749 an extended use agreement, or any other financing or regulatory
750 agreement with the corporation.

751 (2) Upon a determination by the board of directors of the
752 corporation that an applicant or affiliate of the applicant be
753 precluded from participation in any corporation program, the
754 board may issue an order taking any or all of the following

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755 actions:

756 (a) Preclude such applicant or affiliate from applying for
757 funding from any corporation program for a specified period. The
758 period may be a specified period of time or permanent in nature.
759 With regard to establishing the duration, the board shall
760 consider the facts and circumstances, inclusive of the
761 compliance history of the applicant or affiliate of the
762 applicant, the type of action under subsection (1), and the
763 degree of harm to the corporation's programs that has been or
764 may be done.

765 (b) Revoke any funding previously awarded by the
766 corporation for any development for which construction or
767 rehabilitation has not commenced.

768 (3) Before any order issued under this section can be
769 final, an administrative complaint must be served on the
770 applicant, affiliate of the applicant, or its registered agent
771 that provides notification of findings of the board, the
772 intended action, and the opportunity to request a proceeding
773 pursuant to ss. 120.569 and 120.57.

774 (4) Any funding, allocation of federal housing credits,
775 credit underwriting procedures, or application review for any
776 development for which construction or rehabilitation has not
777 commenced may be suspended by the corporation upon the service
778 of an administrative complaint on the applicant, affiliate of
779 the applicant, or its registered agent. The suspension shall be
780 effective from the date the administrative complaint is served
781 until an order issued by the corporation in regard to that
782 complaint becomes final.

783 Section 11. For the 2024-2025 fiscal year, from the funds

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784 received and deposited into the General Revenue Fund from the
785 state's allocation from the federal Coronavirus State Fiscal
786 Recovery Fund created under the American Rescue Plan Act of
787 2021, Pub. L. No. 117-2, the sum of \$100 million in nonrecurring
788 funds is appropriated to the State Housing Trust Fund for use by
789 the Florida Housing Finance Corporation to implement the Florida
790 Hometown Hero Program established in s. 420.5096, Florida
791 Statutes.

792 Section 12. This act shall take effect upon becoming a law.

Live Local Standard Operating Procedures

Senate Bill 328 also known as the Live Local Amendment Act was signed into law on May 20, 2024, repeals and replaces, Senate Bill 102 also known as the "Live Local Act" ("LLA") which was signed into law effective July 1, 2023,

Precludes local governments' ability to apply their use, height, and density requirements and hearing processes to certain multi-family and mixed-use affordable housing developments. Importantly, LLA doesn't preempt other applicable local laws and regulations.

LLA requires local governments to administratively approve development projects.

Live Local Amendment Changes

- Amends the phrase “if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004” to “if at least 40 percent of the residential units in a proposed multifamily development are rental units that for a period of at least 30 years, affordable as defined in s. 420.0004.”
 - This amended phrase opens the possibility for split multifamily ownership and rental development as long at least 40% of the total units are rental and affordable.
- Provides that local governments cannot limit the floor area ratio of a proposed development below 150% of the highest currently allowed floor area ratio on any land where residential development is allowed in the jurisdiction under the jurisdiction’s land development regulations.
- Reduces the buffer for local governments to “consider” reducing parking requirements from ½ mile of a “major transit stop” to ¼ mile of a “transit stop.”
- Requires local government to reduce parking requirements by 20% for proposed developments within ½ mile of a “major transportation hub” that have available parking within 600 feet of the proposed development and eliminates parking requirements for a proposed mixed-use residential development within an area recognized as a transit-oriented development or area.
- Clarifies that developments authorized with the preemption are treated as a conforming use even after the sunset of the preemption statute (2033) and the development’s affordability period unless the development violates the affordability term. If a development violates the affordability term, the development will be treated as a nonconforming use.

Live Local Criteria

- Where at least forty percent (40%) of the residential units in a proposed multifamily development are rental units that are affordable in a rental agreement (as defined in section 420.0004 Fl. St.) for a period of at least thirty (30) years; or
- If developed as a mixed-use project, at least sixty-five percent (65%) of the square footage is used for residential purposes (of which forty percent (40%) are affordable as defined in section 420.0004 Fl. St.); and are located within commercial, industrial, or mixed-use zoning districts. FS 166.04151(7a)

Live Local Impact on Local Gov't

- Local governments are required to allow projects to develop at the highest allowed density on any land within the local government where residential density is allowed. FS 166.04151(7b)
- Local governments cannot restrict height below the highest allowed for a commercial or residential development within the city limits and within one (1) mile of the proposed development or 3 stories whichever is higher. FS 166.04151(7c)
- Local governments must consider reducing parking for developments near a major transit stop. FS 166.04151(7e)
- Notwithstanding the provisions of the law, projects must comply with all other local land development regulations. FS 166.04151(7g)
- This subsection does not apply to property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial. FS 166.04151(7h)

City Applicable Zoning Districts

- RPO Residential Professional Office
- C-1 Neighborhood Commercial
- C-2 General Commercial
- M-1 Light Industrial
- M-2 Heavy Industrial
- FBC Form Based Code
- GCC Gateway Corridor Commercial
- GCN Gateway Corridor Neighborhood

City Applicable Density and Height Requirements

Density

- The City's most intensive future land use category that allows residential density is Mixed Use Reynolds Park, which allows up to 40 units to the acre by right. This will be the density permitted for qualifying developments.

Allowable Height

- Pursuant to FS 166.04151(7c) a municipality may not restrict height below the highest allowed for either commercial or residential development within the city limits and within one (1) mile of the qualifying development, or three (3) stories, whichever is higher. Sec. 117-6 provides the permitted maximum heights for all zoning districts, with heights ranging from 54' and tiered back one foot for every foot in height to 70'

Floor Area Ratio

- The floor area ratio of a proposed development cannot be limited to below 150% of the highest currently allowed floor area ratio on any land where residential development is allowed.

Other Applicable Standards for Development

Item #11.

Mixed-Use Projects – Except for the residential density and allowable height standards described above, the following shall apply to mixed-use qualifying developments:

- A mixed-use development requesting to utilize LLA must provide at a minimum ten percent (10%) of the project as non-residential. This would be measured as a percentage of the total square footage proposed for residential and non-residential uses.
- For the residential portion of a mixed-use development, development shall comply with the provisions set forth in section 117-566 of the Gateway Corridor Commercial Zoning District except for the requirement in section 117-566(2)(a) requiring additional lot area for more than two dwelling units.
- Non-residential portions of a mixed-use development shall comply with the requirements of the underlying zoning district.

Single Use Projects (Residential Single Use only) Except for the residential density and allowable height standards described above, the following shall apply to single use qualifying developments:

- Developments shall utilize the provisions set forth in section 117-566(2) of the Gateway Corridor Commercial District except for the requirement in section 117-566(2)(a) requiring additional lot area for more than two dwelling units.

Other Development Standards (such as but not limited to Stormwater, landscaping etc)

- Shall comply with the applicable requirements set forth in the Land Development Code

Process for approval

- Site Plan
- Project Narrative
- Land Use Restriction Agreement (LURA)
- Administrative Approval

Recommendation

- Staff recommends approval of Resolution #: R-11-2024 regarding standard operating procedures to implement the requirements set forth in Senate Bill 328 “The Live Local Amendment Act”, repealing and replacing Resolution #: R-21-2023.

Recommend Motion

- Motion to approve Resolution #: R-11-2024 and to repeal and replace Resolution #: R-21-2023 establishing standard operating procedures to implement the requirements set forth in Senate Bill 328, “The Live Local Amendment Act” relating to Affordable Housing Regulations.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session

MEETING DATE: August 6, 2024

FROM: Greg Bauer

SUBJECT: City Council approval of Resolution No. R-12-2024, a resolution authorizing Amendment No. 8 to the FDOT Traffic Signal Maintenance and Compensation Agreement, Contract No. ARV47, for the period of July 1, 2023, through June 30, 2024 in the amount of \$41,007.00 and authorizing the City Manager to execute said Agreement.

BACKGROUND

FDOT pays the City a yearly maintenance fee to maintain the traffic light signals in the Green Cove Springs area. The City, through the Interlocal Agreement with Clay County, provides for the Clay County Signal Maintenance Department to maintain the traffic light signals. The City issues purchase orders as necessary as per the Clay County Signal Maintenance Department. This Agreement is effective July 1, 2015 through June 30, 2035 with Amendments submitted annually.

Attached is Amendment No. 8 to the Traffic Signal Maintenance and Compensation Agreement, Contract No. ARV47, for period of July 1, 2024 through June 30, 2025 in the amount of \$41,007.00. This represents an increase of \$3,835.00 over FY 22-23.

FISCAL IMPACT

Funds are deposited to A/R Account No. 001-3439100

RECOMMENDATION

City Council approval of Resolution No. R-12-2024, a resolution authorizing Amendment No. 8 to the FDOT Traffic Signal Maintenance and Compensation Agreement, Contract No. ARV47, for the period of July 1, 2023 through June 30, 2024 in the amount of \$41,007.00 and authorizing the City Manager to execute said Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

CONTRACT NO. ARV47
FINANCIAL PROJECT NO. 41353018811
F.E.I.D. NO. F596000328002
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and City of Green Cove Springs, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

City of Green Cove Springs, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT
 EXHIBIT A
 Item #12.

EXHIBIT A
Reimbursement for Maintenance and Operation FY 2025

CITY OF GREEN COVE SPRINGS																		
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR15, (US17) at MID BLOCK PED BETWEEN CENTER & GUM									\$393									\$393
SR15, (US17) at LAMONT ST.									\$393									\$393
SR15, (US17) at GUM ST.	\$4,024																	\$4,024
SR15, (US17) at CENTER ST.	\$4,024																	\$4,024
SR15, (US17) at WALNUT ST.	\$4,024																	\$4,024
SR15, (US17) at SR16 WEST (FERRIS ST.)	\$4,024										\$127							\$4,151
SR15, (US17) at SR16 EAST	\$4,024						\$403.00				\$127							\$4,554
SR15, (US17) ORANGE AVE. at HARBOR RD.	\$4,024							\$432			\$127							\$4,583
SR15, (US17) ORANGE AVE. at HOUSTON ST.	\$4,024										\$127							\$4,151
SR16 at REYNOLDS ST.			\$975															\$975

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT
 EXHIBIT A
 Item #12.

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SR16 at WEST ST.				\$780														\$780
SR16 at OAKRIDGE AVE.				\$780														\$780
SR16 WEST at WEST ST.	\$4,024																	\$4,024
SR16 WEST at OAKRIDGE AVE.	\$4,024									\$127								\$4,151
Total Lump Sum Amount*																	\$41,007.00	

* Amount paid shall be the Total Lump Sum *(minus any retainage or forfeiture)*.

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$41,007.00

 Maintaining Agency Date

 District Traffic Operations Engineer Date

RESOLUTION NO. R-12-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA AUTHORIZING AMENDMENT NO. 8 TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT, CONTRACT NO. ARV47, WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City Council and the Florida Department of Transportation desires to renew the Traffic Signal Maintenance and Compensation Agreement setting forth the various rights, duties and responsibilities for the City maintenance and operation of traffic signals or signal systems on the State Highway System.

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

SECTION 1. The City Council of the City of Green Cove Springs hereby authorizes Amendment No. 8 of the Traffic Signal Maintenance and Compensation Agreement, Contract No. ARV47, between the City and the Florida Department of Transportation dated July 1, 2023 through June 30, 2024.

SECTION 2. The City Manager is hereby authorized to execute said Amendment to the Traffic Signal Maintenance and Compensation Agreement, Contract No. ARV47, attached hereto and marked Exhibit "A".

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 6TH DAY OF AUGUST, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven Kelley, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session

MEETING DATE: August 6,2024

FROM: Greg Bauer

SUBJECT: City Council approval of change order #1 to Kirby Development, Inc. for construction of the Julia Street Stormwater Improvement Project in the additive amount of \$61,767.30.

BACKGROUND

On the 12/19/23 Regular Session, The City Council passed Resolution No. R-26-2023, authorizing the City to borrow an amount not to exceed \$8,560,000.00 to finance the acquisition and construction of certain improvements to the City’s Stormwater utility. The Julia Street Stormwater Improvement Project went through the formal bid process. Kirby Development, Inc. was the low bid.

The project consists of replacing approximately 1,200 linear feet (LF) of drainage pipe. Drainage pipe sizes range from 18” to 36”. The drainage improvement project will consist of the installation of 6 inlets, manholes, and end walls. The project consists of curb and gutter, asphalt/roadway, sidewalk/driveway and riprap demolition and replacement.

Attached for consideration in this action item is Change Order # 1. Change Order #1 is submitted to mitigate the conflict with the storm drainage system and the proximity of the electrical power poles. Change Order #1 includes moving the drainage system away from the poles with double inlet structures and changing the pipe material to Reinforced Concrete Pipe (RCP). The changes will allow for the electrical power poles to be safely held in place.

Change order #1 is submitted in the amount of \$61,767.30.

Original contract amount- \$1,239,910.03

New contract amount- \$1,301,677.33

FISCAL IMPACT

\$61,767.30 - Stormwater CIP.

RECOMMENDATION

Approve Change Order #1 to Kirby Development, Inc. for construction of the Julia Street Stormwater Improvement Project in the additive amount of \$61,767.30.

**AGREEMENT FOR
PROFESSIONAL CONSTRUCTION SERVICES
Bid # 2024-02 – Julia Street Stormwater Improvements**

This Agreement is entered into as of this 16th day of April, 2024, by and between the City of Green Cove Springs, Florida, a municipal corporation under the laws of the State of Florida whose address is: 321 Walnut Street, Green Cove Springs, Florida, 32043, hereinafter referred to as “CITY” and Kirby Development, Inc., whose address is: 108 Lee Road , Jacksonville, FL 3225, hereinafter referred to as “CONTRACTOR.”

WITNESSETH

WHEREAS, the CITY is in need of qualified and licensed Construction services for the Julia Street Stormwater Improvement Project; and

WHEREAS, the CITY solicited a proposal for services; and

WHEREAS, the CONTRACTOR submitted a proposal to provide said services and has represented to the CITY that it is qualified and desires to perform said services in accordance with the terms and conditions contained herein, and all applicable laws and professional standards.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM

1.1 This Agreement is to become effective upon execution by both parties and shall remain in effect until completion of the work outlined in Bid # 2024-02 – Julia Street Stormwater Improvement Project.

2.0 DESCRIPTION OF SERVICES

2.1 It is expressly understood and acknowledged that the CONTRACTOR shall provide those services as more particularly described in Exhibit “A” (Proposal Form) including, but not necessarily limited to the stormwater pipe/inlets, sidewalks, curbs, and asphalt.

2.2 The CONTRACTOR shall not be authorized to proceed until the CITY has issued a Notice to Proceed to the CONTRACTOR. Upon receipt of the signed Notice to Proceed from the CITY, the CONTRACTOR shall perform the services set forth herein.

- 2.3 The CONTRACTOR shall provide the CITY'S designated Project Manager with statements for services rendered during the preceding month. Each time sheet shall state the names and classifications of all personnel who performed services during said month.

3.0 SCHEDULE

- 3.1 The CONTRACTOR shall perform services in conformance with the mutually agreed upon schedule consistent with the completion of the project and the fee proposal attached herein as Exhibit "A". More specifically, the construction shall be completed within 300 days from issuance of Notice to Proceed per the bid documents. The CONTRACTOR shall complete all services in a timely manner and will keep the CITY fully informed of the status of the work on a reasonable basis in relation to the scope of the project or at least monthly. Should the CONTRACTOR fall behind the agreed upon schedule it shall employ such resources so as to comply with the agreed upon schedule at no additional cost to the CITY.
- 3.2 No extension for completion of services shall be granted to the CONTRACTOR without the CITY'S prior written consent.

4.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES

- 4.1 The CITY shall allow the CONTRACTOR one payment draw per month, less 5% retainage, payment shall be based upon the agreed upon fees found in Exhibit "A". The fee schedules shall include wages, salaries, taxes, insurance, overhead, and profit. The CITY shall pay the CONTRACTOR in the amount of \$1,239,910.03. This is a line item, quantified bid. Any adjustments to the Fee Schedule must be mutually agreed to by the CITY and the CONTRACTOR in advance and in writing and must be based upon items that are beyond the Project Scope of Services in Exhibits "A".
- 4.2 **TIME FOR PAYMENT:** Once a month the CONTRACTOR may submit an invoice for payment. As a condition for receiving payment, the CONTRACTOR shall be on schedule and in good standing with the CITY, they shall not be in default of any of the terms and conditions of this Agreement. The CONTRACTOR shall provide to the CITY an invoice, along with all partial/final release of liens from subcontractors and suppliers. The invoice shall be forwarded to the CITY's Representative for Review and approval, the Representative will then forward it to Finance for payment. All Requests for Payment shall be signed by an authorized representative of the CONTRACTOR, no manually corrected invoices shall be accepted, for payment, any corrected invoices shall be returned to the CONTRACTOR for their review and the corrected invoice re-submitted for payment. The monthly invoice shall include a statement identifying the time frame which it corresponds to, it shall be for a single lump sum billed amount for services performed as set forth in Exhibit "A", less the 5% retainage. The CITY shall pay all valid,

approved, and undisputed invoices within thirty (30) days of receipt from the CONTRACTOR. In the event that the CITY disputes any invoice submitted, it shall advise the CONTRACTOR, in writing, and said invoice shall not be deemed due and payable under this Agreement. Neither the CITY'S review, approval, or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the CONTRACTOR shall be liable to the CITY for any and all damages to the CITY caused by the CONTRACTOR'S negligence or wrongful performance of any of the services furnished under this Agreement.

- 4.3 In the event of termination by the CITY under Section 16.0 during the performance of the services, payments due the CONTRACTOR up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

5.0 RIGHT TO INSPECTION

- 5.1 The CITY or its agents shall at all times have the right to review or observe the services performed by the CONTRACTOR. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibility under this Agreement.

6.0 PROGRESS MEETING

- 6.1 The CITY'S designated Project Manager may hold periodic meetings on a monthly basis, or more frequently, if required, during the term of this Agreement. The CONTRACTOR'S Project Manager and all other appropriate personnel shall attend such meetings as designated by the CITY'S Project Manager.

7.0 SAFETY

- 7.1 The CONTRACTOR agrees to comply with the CITY'S published safety standards while on the property of the CITY.
- 7.2 The CONTRACTOR shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

8.0 REASONABLE ACCESS

- 8.1 During the term of this Agreement, the CITY shall grant the CONTRACTOR reasonable access to the CITY'S premises for purposes of fulfilling its obligations under this Agreement.

9.0 INSURANCE/BONDS AND HOLD HARMLESS / INDEMNIFICATION

- 9.1 The CONTRACTOR shall maintain in force during the term of this Agreement, at its own expense, insurance set forth in Exhibit "A", attached hereto and incorporated herein, and shall be bound by the terms of the Hold Harmless / Indemnification provisions expressed therein.
- 9.2 The CONSTRUCTION MANAGER shall maintain payment and performance bonds in an amount equal to the contract amount for the duration of the term of this agreement.

10.0 COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 The CONTRACTOR shall comply with all requirements of Federal, State, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

11.0 REPRESENTATIONS

- 11.1 The CONTRACTOR represents that the services provided hereunder shall conform to all requirements of this Agreement, response thereto and any amendments or supplements thereto; shall be consistent with recognized and sound professional construction management practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.
- 11.2 The recommendations, advice, budgetary information and schedules to be furnished by CONTRACTOR under this Agreement shall not be deemed to be representations, warranties, or guarantees or constitute the performance of licensed professional services. Further CONTRACTOR shall not be required to provide professional services that constitute the practice of architecture or engineering. CONTRACTOR shall cause any such services to be provided by a properly licensed design professional. Any claim by Owner for damage, loss, or expense, based directly or indirectly upon acts, errors, or omissions of any architect, engineer, or other design professional who CONTRACTOR is required to engage in connection with this Agreement shall be made by Owner against said design professional and its insurer(s) only, and CONTRACTOR shall have no liability of any kind, direct or indirect, for the professional negligence of said design professional under this Agreement or otherwise.

In no event shall CONTRACTOR's liability arising out of or in connection with the performance or nonperformance of any or all Services or other obligations under this Agreement exceed the value of the contract or not otherwise addressed in CONTRACTOR's insurance coverage in which case the higher coverage amount shall apply, whether based on delay, contract, tort, negligence, strict liability, warranty,

indemnity, error and omissions or otherwise, provided that such limitation of liability shall not apply to CONTRACTOR's indemnity obligations for claims asserted against the Owner by third parties for personal injury or tangible property damage caused by the negligence of the CONTRACTOR or its employees, and provided further that such limitation shall not apply to amounts actually paid from the professional liability insurance CONTRACTOR is required to maintain pursuant to the terms of this Agreement.

- 11.3 The CONTRACTOR represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.
- 11.4 Subject to the provisions of this Section, should the CONTRACTOR breach the warranties set forth herein, the CITY shall have such remedies as may be provided at law or equity.

12.0 DOCUMENTS

- 12.1 Upon the CITY'S or its designated Project Manager's request, at any time during the term of this Agreement, or upon completion or termination of this Agreement, the CONTRACTOR shall provide the CITY, or its designated Project Manager, with a copy of all documents, plans, drawings and electronic files prepared by the CONTRACTOR under this Agreement.

13.0 ASSIGNMENT

- 13.1 The CONTRACTOR shall not assign or subcontract this Agreement or any rights or monies due or to become due hereunder without the prior written consent of the CITY.
- 13.2 If, upon receiving written approval from the CITY, any part of this Agreement is subcontracted by the CONTRACTOR, the CONTRACTOR shall be fully responsible to the CITY for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 13.3 If the CITY determines that any subcontractor is not performing in accordance with this Agreement, the CITY shall so notify the CONTRACTOR who shall take immediate steps to remedy the situation.
- 13.4 If any part of this Agreement is subcontracted by the CONTRACTOR prior to commencement of any work by the subcontractor, the CONTRACTOR shall require the subcontractor to provide the CITY and its affiliates with insurance coverage as required by the CITY.

14.0 INDEPENDENT CONTRACTOR

- 14.1 At all times during the term of this Agreement, the CONTRACTOR shall be considered an Independent Contractor.

15.0 DEFAULT

- 15.1 If, during the term of this Agreement, the CONTRACTOR shall be found in default of any of the material provisions of this Agreement, the CITY may suspend its performance hereunder until such delinquency or default has been corrected; the CITY shall notify the CONTRACTOR in writing and of the deficiency and allow them ten (10) days to correct the default before suspending them. If the CONTRACTOR fails to correct such delinquency within the allotted time period, the CITY may terminate this Agreement.

16.0 TERMINATION

- 16.1 Notwithstanding any other provision of this Agreement, the CITY may, upon written notice to the CONTRACTOR, terminate this Agreement if: a) without cause and for convenience upon thirty (30) days written notice to the CONTRACTOR; b) the CONTRACTOR is adjudged to be bankrupt; c) the CONTRACTOR makes a general assignment for the benefit of its creditors; or d) the CONTRACTOR fails to comply with any of the conditions or provisions of this Agreement, without prejudice to any other right or remedy the CITY may have under this Agreement. In the event of such termination, the CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.
- 16.2 The CONTRACTOR may stop work or terminate if through no act or fault of CONTRACTOR, the Work is suspended for a period of more than 60 days by owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment within 30 days after it is submitted or Owner fails to pay CONTRACTOR in accordance with Florida's Prompt Payment Act any sum finally determined to be due, then CONTRACTOR may, upon 10 days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Agreement and recover from Owner payment invoiced for services rendered to date. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon 10 days' written notice to Owner stop the Work until payment is made of all such amounts due CONTRACTOR.

17.0 FORCE MAJEURE

- 17.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if, and to the extent, caused by acts of God, fire, flood, windstorm, explosion, riot, war, sabotage, strikes, extraordinary breakdown of or damage to the CITY'S affiliates' generating plants, their equipment or facilities; court injunction or order; Federal and/or State law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days, either party may terminate this Agreement.

18.0 PUBLIC RECORDS REQUIREMENTS

- 18.1 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 Statutes, for their duties to provide public records relating to this contract then contact the City's custodian of Public Records City Clerk Erin West at (904) 297-7500 X 3307, or e-mail ewest@greencovesprings.com, 321 Walnut St. Green Cove Spring FL 32043.

19.0 GOVERNING LAW & VENUE

19.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue shall be Clay County, Florida, or the United States District Court in and for the Middle District of Florida. Each party waives their rights to a jury trial of any issues arising hereunder and agreement to submit to binding arbitration.

20.0 HEADINGS

20.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

21.0 SEVERABILITY

21.1 In the event any portion of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

22.0 WAIVER AND ELECTION OF REMEDIES

22.1 Waiver by either party of any terms, conditions, or provisions of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

22.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

23.0 THIRD PARTY RIGHTS

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the CITY and the CONTRACTOR.

24.0 PROHIBITION AGAINST CONTINGENT FEES

24.1 The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 ENTIRE AGREEMENT

25.1 Except as otherwise stated, this Agreement, including the schedules, attachments, appendixes, and exhibits attached hereto, constitutes the entire Agreement between the CITY and the CONTRACTOR with respect to the service specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

26.0 SOVEREIGN IMMUNITY

26.1 Nothing contained in the Agreement shall be construed as a waiver of the CITY'S rights to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY'S potential liability under Federal or State law.

27.0 NOTICE

27.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage pre-paid, to:

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

CONTRACTOR: Kirby Development, Inc.
108 Lee Road
Jacksonville, FL 32225

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

City of Green Cove Springs



Constance Butler, Mayor

4/10/24

Date



Steve Kennedy, City Manager

4/10/24

Date

ATTEST:

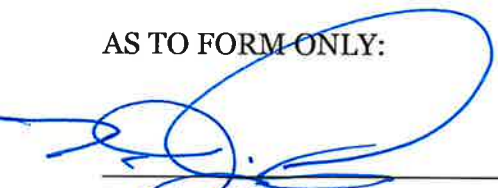


Erin West, City Clerk

4/10/24

Date

AS TO FORM ONLY:



L. J. Arnold, III, City Attorney

4/10/24

Date

Kirby Development, Inc.

Brian Kluge
Digitally signed by Brian Kluge
DN: C=US, O=Kirby Development, CN=Brian Kluge
E=bkluge@kirbydevelopment.com
Reason: I am the author of this document
Location:
Date: 2024.04.29 13:56:38
Foxit PhantomPDF Version: 9.3.0

Brian Kluge, President

Date



7/25/2024

**RE: Julia Street Storm Water Improvements
Change Order 1- Electrical Pole Conflicts**

Greg Bauer
City of Green Cove Springs
900 Gum Street Green Cove Springs, Florida 32043

Mr. Bauer,

We are submitting a Change Order for the conflict with the storm drainage system being to close to the electrical power poles. Our proposal includes moving the drainage system away from the poles with double inlet structures and changing the pipe to RCP so that trucks will have access to hold poles. Our pricing includes labor, equipment, and materials to complete the work described below:

Double Inlet Structures: **\$12,961.00**
Includes Structures S-3, S-4, S-5, and S-6

RCP Pipe: **\$48,806.30**
Includes 30" and 36" pipe culvert

Total: **\$61,767.30**

Please let us know if you have any questions.

Thanks

Brian Kluge
Digitally signed by Brian Kluge
DN: C=US, O=Kirby Development, CN=Brian Kluge
E=bkluge@kirbydevelopment.com
Reason: I am the author of this document
Location:
Date: 2024-07-25 13:16:54
Foxit PhantomPDF Version: 9.3.0

Brian Kluge



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session

MEETING DATE: August 6,2024

FROM: Greg Bauer

SUBJECT: City Council approval for Atlantic Pipe Services to perform CIPP and pressure grouting the Cove Subdivision in the amount of \$229,957.80. *Greg Bauer*

BACKGROUND

On the 12/19/23 Regular Session, The City Council passed Resolution No. R-26-2023, authorizing the City to borrow an amount not to exceed \$8,560,000.00 to finance the acquisition and construction of certain improvements to the City’s Stormwater utility. The Cove Subdivision cured-in-place pipe lining (CIPP) and pressure grout project is utilizing a state contract in “piggyback” form to complete the project.

The project consists of CIPP and pressure grouting approximately 1,200 linear feet (LF) of drainage pipe. Drainage pipe sizes range from 18” to 36”. CIPP and pressure grouting is a trenchless method of sewer/stormwater construction. It requires little or no digging and significantly less time to complete than other sewer/stormwater repair methods. It is suitable for repairing both short and long runs of pipes that do not need to be upsized.

The original scope of work was to use CIPP lining for all 2,000 LF of the Cove Subdivision’s stormwater system. The original cost estimate for this project was \$1,200,000. The City paid Atlantic Pipe Services \$27,000 to clean and televise the stormwater system. The analysis confirmed the stormwater system is comprised of reinforced concrete pipe (RCP). The RCP allows for a combination of pressure grouting (approximately 400 LF) and CIPP (approximately 800 LF). The completed process will produce a 20 plus year long-term solution to the viability of the stormwater system. Also, this approach results in overall savings of approximately \$950,000.

FISCAL IMPACT

\$229,957.80 - Stormwater CIP Loan.

RECOMMENDATION

Approve a Purchase Order to Atlantic Pipe Services for CIPP and pressure grouting the Cove Subdivision in the amount of \$229,957.80.

**Agreement for Services
City of South Daytona and Atlantic Pipe Services LLC**

THIS Standard Agreement for Services (hereinafter this "Agreement") is made and entered into this 11th day of April 2023, by and between the **CITY OF SOUTH DAYTONA**, a Florida municipality, whose principal address is 1672 S. Ridgewood Avenue, South Daytona, Florida 32119 (hereinafter the "CITY") and **Atlantic Pipe Services, LLC**, a Florida Profit corporation, whose principal address 1420 Martin Luther King Jr. Blvd, Sanford, Florida 32771 hereinafter "CONTRACTOR"). The CITY and CONTRACTOR are collectively referred to herein as the "PARTIES."

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of providing the equipment, materials, labor and other such service as identified in Exhibit "A" in the City of South Daytona and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as Invitation to Bid (Exhibit "A") for City of South Daytona which satisfies the CITY's Procurement Policy; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Provision of Services**

- a. **Scope:** The CONTRACTOR hereby agrees to provide the proposed scope as identified in Exhibit "A."
- b. **Manner and Place:** The work shall be performed as outlined in Exhibit "A," in accordance with Standard Construction Details as required and in a manner as required by all current federal, state, county, fire, building, and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinance. Contractors shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the CITY.
- c. **Time and Essence:** CONTRACTOR acknowledges that time is of the essence for this Agreement.
- d. **Authorization for Services:** This Agreement standing alone does not authorize the purchase of any work or services or require the CITY to place any orders for work or service. Authorization for performance of services by the CONTRACTOR under this agreement shall be in the form of a written Notice to Proceed issued and executed by the CITY. The CITY reserves the right to contract with other parties for work and services contemplated by this Agreement, as determined in the CITY's sole and absolute discretion.

4. **Term.**

- a. This Agreement shall be for an initial Term of t The term of the contract shall be three (3) years, with the option for an additional two (2) two-year renewal periods, thereafter unless either party notifies the other party of intent not to renew, with such notice being given not less than sixty (60) days prior to the end of any annual term, or unless otherwise terminated as provided herein.

5. **Payment.**

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
 - b. Progress payments, if any, will be made as set forth in Exhibit "A".
 - c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
- 6. Acceptance of work product, payment, and warranty.**
- a. Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.
- 7. Termination.**
- a. **Termination at Will:** This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 - b. **Termination for Cause:** This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement

through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

8. Project management.

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY's Project Manager is: Steve Danskine, Public Works Director, 1770 Segrave Street, South Daytona, Florida 32119, sdanskine@southdaytona.org, 386-322-3080.
- c. CONTRACTOR's Project Manager is: Matt Blais, Business Development Manager, 1420 Martin Luther King Jr Blvd, Sanford, Florida 32771, bduncan@atlanticpipe.us, 407-792-1360.

9. Notices. All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Avenue, South Daytona, Florida 32119;
- b. To CONTRACTOR: Atlantic Pipe Services, LLC, Attention: Allan Cagle, 1420 Martin Luther King Jr Blvd, Sanford, Florida 32771

10. Insurance.

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises,

operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;

- iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$300,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

11. General Provisions. CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

c. Personal nature of Agreement; Assignment.

- i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
- ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. Discrimination.

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. Independent contractor.

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such

- operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
 - iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. Indemnification.

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10)

days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

- g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

- h. **Public records.**
 - i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 1. Keep and maintain public records required by the CITY to perform the service.
 2. Upon request from the CITY's custodian of public records, provide the CITY 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 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
 - ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.

- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 - iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
 - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
 - vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DEPUTY CITY CLERK BECKY WITTE, AT 386-322-3011; BWITTE@SOUTHDAYTONA.ORG; MAILING ADDRESS: 1672 RIDGEWOOD AVE., SOUTH DAYTONA, FL 32119.**
- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- i. **E-Verify.** CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
 - ii. **Agency.** CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
 - iii. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is

- intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
- iv. **Workers' Compensation Insurance.** CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. **Liability Insurance.** Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
 - vii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
 - j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
 - k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.
12. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:
- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
 - b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
 - c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
 - d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR

hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the CONTRACTOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- j. **Law; Venue.** This Agreement is being executed in Volusia County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Volusia County, Florida.

13. **Special Provisions.**

- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

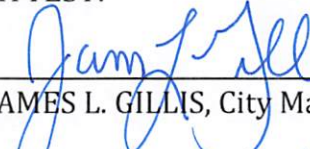
IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CITY OF SOUTH DAYTONA,
A Florida Municipality



WILLIAM C. HALL, Mayor

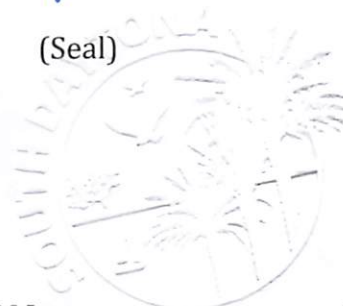
ATTEST:



JAMES L. GILLIS, City Manager

Date signed by CITY: 4.11.23

(Seal)



The first part of the document is a letterhead from the Department of the Interior, Bureau of Land Management, Washington, D.C. The letter is dated and addressed to the Secretary of the Interior. The main body of the letter discusses the proposed action regarding the management of public lands, specifically focusing on the issue of grazing permits and the impact of such permits on the environment and public lands. The letter references various laws and regulations, including the National Antiquities Act and the National Monument Act. It also mentions the importance of maintaining the integrity of public lands and the need for careful management to ensure their long-term preservation. The letter concludes with a request for the Secretary's approval and signature.

The second part of the document is a signature block. It contains the name of the official who signed the letter, followed by their title and the name of the department. The signature is handwritten and appears to be "John G. ...".

The third part of the document is a circular seal or stamp. The seal features a central emblem with a landscape scene, possibly depicting a mountain range and a river. The text around the perimeter of the seal reads "BUREAU OF LAND MANAGEMENT" at the top and "DEPARTMENT OF THE INTERIOR" at the bottom. The seal is stamped in black ink.



A handwritten signature or set of initials, possibly "J.G. ...", is written in black ink. The signature is somewhat stylized and appears to be written over a faint circular stamp.

Atlantic Pipe Services, LLC

by Allan Cagle
Allan Cagle, as its President and authorized agent
CAGLE

(CORPORATE SEAL)

ATTEST:

Brandon Duncan, Business Development Manager

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of April, 2023, by Allan Cagle of APPS, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Tracy Wagner
Printed/Typed/Stamped Name of Notary
My commission expires: 1/29/24





CERTIFICATE OF LIABILITY INSURANCE

Item #14.
DATE (MM/DD/YYYY)
3/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

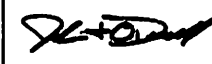
PRODUCER Insurance Consultants of Central Florida 1331 Palmetto Avenue, Suite 100 Winter Park FL 32789 License#: L068328 ATLAPIP-01	CONTACT NAME: John O'Donnell PHONE (A/C No., Ext): 407-740-5337 E-MAIL ADDRESS: john.odonnell@myiccf.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED Atlantic Pipe Services, LLC 1420 Martin Luther King Jr Bvd Sanford FL 32771	INSURER A : Starr Surplus Lines Insurance		NAIC # 13604
	INSURER B : FCCI Insurance Company		10178
	INSURER C : Starr Indemnity & Liability Co		38318
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER: 789821541** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. (NSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	1000067815221	6/21/2022	6/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 S
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1000685974221	6/21/2022	6/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ S
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		1000337951221	6/21/2022	6/21/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 S
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WC0100070910-01	6/21/2022	6/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of South Daytona is an additional insured on a primary, non-contributory basis, with respects to General Liability and Auto Liability, per written contract. A 30-day notice of cancellation will be provided to the certificate holder with respects to the General Liability and Auto Liability, per written contract.

CERTIFICATE HOLDER City of South Daytona 1672 South Ridgewood Avenue South Daytona FL 32119	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

SECTION 8: BID FORMS

BID FORM 8A: BID SUBMITTAL CHECKLIST

- Form 8B: Acknowledgement and Pricing Proposal
- Form 8C: Drug Free/Tie Preference Statement
- Form 8D: Public Entity Crimes Statement
- Form 8E: Anti-Collusion Statement
- Form 8F: Statement of Vendor Qualifications
- Form 8G: Professional References for Previous Experience
- Form 8H: Listing of Subcontractors
- Form 8I: Cured in Place Pipe Specs
- Form 8J: Cured-in-Place Pipe Specs
- Independent Contractors Agreement
- Attachment: Bid Proposal
- Copy of License(s)
- Insurance Certificate
- Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) copy.

BY: Atlantic Pipe Services, LLC
Name of Business

Allan Cagle Allan Cagle - President
Authorized Signature *Printed Name and Title*

03/28/2023
Date

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR BID.



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Atlantic Pipe Services, LLC
1420 Martin Luther King Jr. Blvd
Sanford, FL 32771
(407) 792-1360

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions
America Insurance Corporation
1200 Main St. Suite 800
Kansas City, MO 64105
(816) 235-3700

OWNER:

(Name, legal status and address)

City of South Daytona
1672 South Ridgewood Ave.
South Daytona, FL 32119
(386) 322-3011

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Sewer Rehabilitation Services - Bid No. 23-B-005
Install cured-in-place epoxy lamination system, Stephens Technologies Inc.
NCL-115-18 Epoxy or approved equal epoxy system, to aging and cracked
sewer pipes.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.


Init.

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User Notes:

(1832086

Signed and sealed this 27th day of March, 2023



(Witness)

Atlantic Pipe Services, LLC
(Contractor as Principal) (Seal)



(Title) **president**

Swiss Re Corporate Solutions America Insurance Corporation
(Surety) (Seal)



(Witness) **Anita Waters, Account Manager**



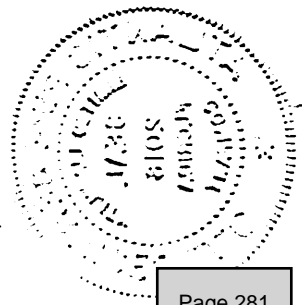
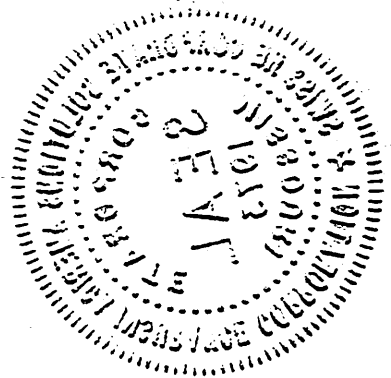
(Title) **William J. Palmer, Attorney-In-Fact, Florida Resident Agent**



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SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

WILLIAM J. PALMER, BRYAN T. ROBERTSON, MARION F. HATCHER III, and SANDRA MOORE

JOINTLY OR SEVERALLY

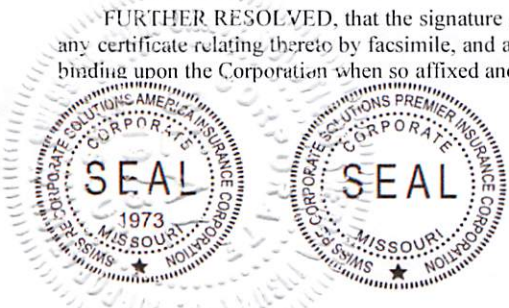
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

[Signature of Erik Janssens]



By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

[Signature of Gerald Jagrowski]

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

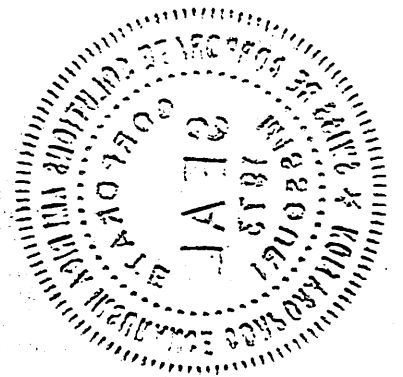


[Signature of Christina Manisco]

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of March, 20 23.

[Signature of Jeffrey Goldberg]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



Stephens Equivalent Bid Form

BID FORM 8J: Bid Fees

Item	Description	Unit	Unit Price	
	Day Rate: Multiple Locations	EA	\$ 4,250.00	
Traffic Control/ MOT, Equipment Set-up and Monitoring				
	Mobilization Per Vehicle	EA	\$ 1,850.00	
Sanitary Sewer Manhole & Pipe Preparation/ Plug, Preclean and Video				
	Vac Truck, Pre Clean Sanitary Sewer	LF	\$ 5.00	
	CCTV/Video, Pre Video Sanitary Sewer	LF	\$ 3.00	
Sanitary Sewer CIPP Installation				
	CIPP Liner Equipment Site SET-up Per Run	EA	\$ 450.00	
Sanitary Sewer CIPP 4.5 mm Liner Thickness (used in 2 -14 ft manhole depths)				
				Minimum Footage
	6" Diameter	LF	\$ 88.05	150
	8" Diameter	LF	\$ 77.73	150
	10" Diameter	LF	\$ 97.38	150
	12" Diameter	LF	\$ 106.35	150
	16" Diameter	LF	\$ 139.42	150
	18" Diameter	LF	\$ 148.82	150
	24" Diameter	LF	\$ 188.73	150
Sanitary Sewer CIPP 6 mm Liner Thickness (used in 14-25 ft manhole depths or where more structural integrity is needed)				
				Minimum Footage
	6" Diameter	LF	\$ 99.22	150
	8" Diameter	LF	\$ 86.55	150
	10" Diameter	LF	\$ 108.30	150
	12" Diameter	LF	\$ 121.00	150
	16" Diameter	LF	\$ 162.58	150
	18" Diameter	LF	\$ 170.21	150
	24" Diameter	LF	\$ 188.73	150
Sanitary Sewer CIPP Reinstatement				
	Mainline Lateral Reinstatement	EA	\$ 365.00	
	Mainline Invert Reinstatement	EA	\$ 865.00	
Sanitary Sewer CIPP Installation Post Video				
	CCTV/Video, Post Video	LF	\$ 2.25	
Additional Services				
	Plugging Mainline 6"-10"	Day	\$ 475.00	
	Plugging Mainline 12"-16"	Day	\$ 895.00	
	Plugging Mainline 18"-24"	Day	\$ 1,295.00	
	Manhole Bypass Pumping 6"-10" Flow	Day	\$ 700.00	
	Manhole Bypass Pumping 12"-16" Flow	Day	\$ 2,400.00	
	Manhole Bypass Pumping 18"-24" Flow	Day	\$ 3,900.00	
	Mainline Hammer Tap/ Extended Lateral Removal	EA	\$ 2,500.00	
	Root Intrusion Removal	HRLY	\$ 275.00	
	Chemical Grout Repairs 6"-10"	EA	\$ 650.00	
	Chemical Grout Repairs 12"-16"	EA	\$ 850.00	
	Chemical Grout Repairs 18"-24"	EA	\$ 1,050.00	
	Additional Video and Reports	EA	\$ 75.00	

SAFETY DATA SHEET



Tyfo®-PWR Part A

Version 6

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SECTION 1. IDENTIFICATION

Product name : Tyfo®-PWR Part A

Manufacturer or supplier's details

Company : ELANTAS PDG, INC.
5200 North 2nd Street
St. Louis MO 63147

Telephone : (314) 621-5700

Visit our web site : www.elantas.com

E-mail address : Todd.Thomas@altana.com

Emergency telephone number : INFOTRAC - 1-800-535-5053

Recommended use of the chemical and restrictions on use

Recommended use : Casting Resin

Restrictions on use : Refer to Section 15 for any restrictions that may apply

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Skin irritation : Category 2

Eye irritation : Category 2A

Skin sensitisation : Category 1

Specific target organ toxicity - single exposure : Category 3 (Respiratory system)

GHS label elements

Hazard pictograms :



Signal word : Warning

Hazard statements : H315 Causes skin irritation.
H317 May cause an allergic skin reaction.
H319 Causes serious eye irritation.
H335 May cause respiratory irritation.

Precautionary statements : **Prevention:**
P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.
P264 Wash skin thoroughly after handling.
P271 Use only outdoors or in a well-ventilated area.
P272 Contaminated work clothing should not be allowed out of

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the workplace.

P280 Wear eye protection/ face protection.

P280 Wear protective gloves.

Response:

P302 + P352 IF ON SKIN: Wash with plenty of soap and water.

P304 + P340 + P312 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/ physician if you feel unwell.

P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P333 + P313 If skin irritation or rash occurs: Get medical advice/ attention.

P337 + P313 If eye irritation persists: Get medical advice/ attention.

P362 Take off contaminated clothing and wash before reuse.

Storage:

P403 + P233 Store in a well-ventilated place. Keep container tightly closed.

P405 Store locked up.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical nature : Epoxy Resin Solution

Hazardous components

Component	CAS-No.	Concentration (%)
Epoxy Resin	25068-38-6	>= 80 - < 81
Epoxy Resin	28064-14-4	>= 9 - < 10
Epoxy diluent	17557-23-2	>= 9 - < 10

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.

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- In case of skin contact : If symptoms persist, call a physician.
: If skin irritation persists, call a physician.
: If on skin, rinse well with water.
: If on clothes, remove clothes.
- In case of eye contact : Immediately flush eye(s) with plenty of water.
: Remove contact lenses.
: Protect unharmed eye.
: Keep eye wide open while rinsing.
: If eye irritation persists, consult a specialist.
- If swallowed : Keep respiratory tract clear.
: Do not give milk or alcoholic beverages.
: Never give anything by mouth to an unconscious person.
: If symptoms persist, call a physician.

SECTION 5. FIREFIGHTING MEASURES

- Unsuitable extinguishing media : High volume water jet
- Further information : Standard procedure for chemical fires.
: Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
- Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.
- Environmental precautions : Prevent product from entering drains.
: Prevent further leakage or spillage if safe to do so.
: If the product contaminates rivers and lakes or drains inform respective authorities.
- Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
: Keep in suitable, closed containers for disposal.
: Absorbent paper or other organic material used for cleaning up resin is a fire hazard, as heat and spontaneous combustion can occur, particularly if the resin was catalyzed. Catalyzed resin can generate hazardous exothermic heat if allowed to polymerize in a mass. All soiled or waste materials must be water soaked, and kept in a closed bin until disposed of.

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SECTION 7. HANDLING AND STORAGE

- Advice on safe handling** :
- Avoid formation of aerosol.
 - Do not breathe vapours/dust.
 - Avoid exposure - obtain special instructions before use.
 - Avoid contact with skin and eyes.
 - For personal protection see section 8.
 - Smoking, eating and drinking should be prohibited in the application area.
 - Provide sufficient air exchange and/or exhaust in work rooms.
 - Dispose of rinse water in accordance with local and national regulations.
 - Persons susceptible to skin sensitisation problems or asthma, allergies, chronic or recurrent respiratory disease should not be employed in any process in which this mixture is being used.
 - The chemical reaction that cures mixed epoxy is exothermic (heat generating). If left to cure in a contained mass, such as in a mixing vessel, it can generate enough heat to melt plastic, burn skin or ignite surrounding combustible materials. The larger or thicker the epoxy mass, the more heat generated.
- Conditions for safe storage** :
- Store under conditions specified on the product Technical Data Sheet to maintain product quality.
 - Keep container tightly closed in a dry and well-ventilated place.
 - Observe label precautions.
 - Electrical installations / working materials must comply with the technological safety standards.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Contains no substances with occupational exposure limit values.

- Engineering measures** :
- Use with adequate ventilation.
 - All application areas should be ventilated in accordance with applicable OSHA regulations. (29 CFR 1910.94)

Personal protective equipment

- Respiratory protection** :
- In the case of vapour formation use a respirator with an approved filter.

Hand protection

- Remarks** :
- The suitability for a specific workplace should be discussed with the producers of the protective gloves.

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Eye protection	: Eye wash bottle with pure water Tightly fitting safety goggles Wear face-shield and protective suit for abnormal processing problems.
Skin and body protection	: Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place.
Hygiene measures	: When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Odour Threshold	: No data available
pH	: No data available
Melting point/freezing point	: No data available
Initial boiling point and boiling range	: No data available
Vapour pressure	: No data available
Flash point	: Greater than 201 °F (94 °C) Method: No information available. Information taken from reference works and the literature.
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Relative vapour density	: No data available
Relative Density/Specific Gravity	: No data available
Density	: 1.1563 g/cm ³ (77 °F (25 °C))
Solubility(ies) Water solubility	: No data available

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Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available
Viscosity	
Viscosity, dynamic	: No data available
Viscosity, kinematic	: Greater than 22 mm ² /s (104 °F (40 °C))

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No decomposition if stored and applied as directed.
Chemical stability	: No decomposition if stored and applied as directed.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: No data available
Hazardous decomposition products	: The by-products expected in incomplete pyrolysis or combustion of epoxy resins are mainly phenolics, CO and water.

SECTION 11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Inhalation
Skin contact
Eyes

Acute toxicity**Product:**

Acute oral toxicity	: Acute toxicity estimate : > 5,000 mg/kg Method: Calculation method
Acute dermal toxicity	: Acute toxicity estimate : > 5,000 mg/kg Method: Calculation method

Components:

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25068-38-6 Epoxy Resin:

Acute oral toxicity : LD50 (Rat): 11,400 mg/kg

LD50 (Rat, female): > 2,000 mg/kg
 Method: OECD Test Guideline 420
 GLP: yes

Acute inhalation toxicity : LC50 : Remarks: No data available

Acute dermal toxicity : LD50 (Rabbit): 23,400 mg/kg

LD50 (Rat, male and female): > 2,000 mg/kg
 Method: OECD Test Guideline 402
 GLP: yes

17557-23-2 Epoxy diluent:

Acute oral toxicity : LD50 (Rat): 4,500 mg/kg

Acute dermal toxicity : LD50 (Rabbit): 2,150 mg/kg

Skin corrosion/irritation**Product:**

Remarks: May cause skin irritation and/or dermatitis.

Components:**25068-38-6 Epoxy Resin:**

Species: Rabbit
 Result: Moderate skin irritation

Species: Rabbit
 Exposure time: 4 h
 Method: OECD Test Guideline 404
 Result: Skin irritation
 GLP: yes

17557-23-2 Epoxy diluent:

Result: Moderate skin irritation

Serious eye damage/eye irritation**Product:**

Remarks: May cause irreversible eye damage.

Components:**25068-38-6 Epoxy Resin:**

Species: Rabbit
 Result: Eye irritation

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SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity**Components:****25068-38-6 Epoxy Resin:**

Toxicity to daphnia and other aquatic invertebrates : EC50 (Daphnia (water flea)): 1.7 mg/l
 Exposure time: 48 h
 Test Type: static test
 Method: OECD Test Guideline 202
 GLP: yes

Toxicity to daphnia and other aquatic invertebrates (Chronic toxicity) : NOEC (Daphnia magna (Water flea)): 0.3 mg/l
 Exposure time: 21 d
 Test Type: semi-static test
 Method: OECD Test Guideline 211
 GLP: yes

Persistence and degradability**Components:****25068-38-6 Epoxy Resin:**

Biodegradability : Result: Not readily biodegradable.
 Method: OECD Test Guideline 301F
 GLP: yes

Bioaccumulative potential**Components:****25068-38-6 Epoxy Resin:**

Partition coefficient: n-octanol/water : log Pow: 3.242 (25 °C)
 pH: 7.1
 Method: OECD Test Guideline 117
 GLP: yes

Mobility in soil

No data available

Other adverse effects

No data available

Product:

Regulation

40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances

Remarks

This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological

: No data available

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information

SECTION 13. DISPOSAL CONSIDERATIONS**Disposal methods**

EPA Hazardous Waste Code(s) : none

Waste from residues : Do not dispose of waste into sewer. Do not contaminate ponds, waterways or ditches with chemical or used container. Send to a licensed waste management company. Catalyzed resin can generate hazardous exothermic heat if allowed to polymerize in a mass. All soiled or waste materials must be water soaked, and kept in a closed bin until disposed of. Dispose of the solid mass only if cure is complete and the mass has cooled. Follow federal, state or local disposal regulations.

Contaminated packaging : Empty remaining contents. Dispose of as unused product. Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION**International Regulations****IATA-DGR**

Not regulated as a dangerous good

IMDG-Code

Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

National Regulations**49 CFR**

Not regulated as a dangerous good

SECTION 15. REGULATORY INFORMATION**EPCRA - Emergency Planning and Community Right-to-Know Act****US. EPA CERCLA Hazardous Substances (40 CFR 302)**

This material does not contain any components with a CERCLA RQ.

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SARA 304 - Emergency Release Notification

This material does not contain any components with a section 304 EHS RQ.

US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 302 Extremely Hazardous Substance (40 CFR 355, Appendix A)

This material does not contain any components with a SARA 302 RQ.

SARA 311/312 Hazards : Per the June 13, 2016 Federal Register notice, EPA harmonized the EPCRA 311/312 hazard categories with the 2012 OSHA hazard communication standard for classifying and labeling of chemicals (i.e. GHS). Please refer to Section 2 of the SDS to identify the appropriate hazard categories for reporting purposes.

SARA 302 : No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Non-volatile (Wt) : Refer to the product technical data sheet for VOC information.

Massachusetts Right To Know

No components are subject to the Massachusetts Right to Know Act.

Pennsylvania Right To Know

Epoxy Resin	25068-38-6
Epoxy Resin	28064-14-4
Epoxy diluent	17557-23-2

New Jersey Right To Know

Epoxy Resin	25068-38-6
Epoxy Resin	28064-14-4
Epoxy diluent	17557-23-2

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New Jersey Trade Secret Registry Number for the product (NJ TSRN) : NOT APPLICABLE

California Prop 65 : WARNING! This product contains a chemical known to the State of California to cause cancer.
Phenyl glycidyl ether 122-60-1

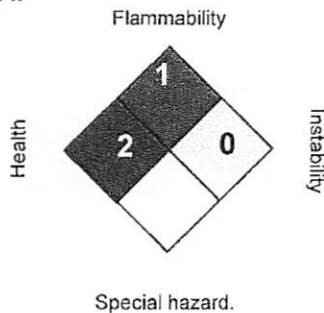
The components of this product are reported in the following inventories:

- TSCA : We certify that all of the components of this product are either listed on the TSCA Inventory or are not subject to the notification requirements per 40 CFR 720 30(h).
- Section 4 / 12(b) : Not applicable
- Section 5 : Not applicable
- DSL : We certify that all of the components of this product are listed on the DSL.

SECTION 16. OTHER INFORMATION

Further information

NFPA:



HMIS III:

HEALTH	2
FLAMMABILITY	1
PHYSICAL HAZARD	0

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

Revision Date : 10/18/2016

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

SAFETY DATA SHEET



Tyfo®-PWR Part B - 12 lbs

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

SECTION 1. IDENTIFICATION

Product name : Tyfo®-PWR Part B - 12 lbs

Manufacturer or supplier's details

Company : ELANTAS PDG, INC.
5200 North 2nd Street
St. Louis MO 63147
Telephone : (314) 621-5700
Visit our web site : www.elantas.com
E-mail address : Todd.Thomas@altana.com
Emergency telephone number : INFOTRAC - 1-800-535-5053

Recommended use of the chemical and restrictions on use

Recommended use : Casting Resin
Restrictions on use : Refer to Section 15 for any restrictions that may apply

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Skin irritation : Category 2
Eye irritation : Category 2A
Reproductive toxicity : Category 2

GHS label elements

Hazard pictograms : [Skin Irritation Pictogram] [Warning Pictogram]

Signal word : Warning

Hazard statements : H315 Causes skin irritation.
H319 Causes serious eye irritation.
H361d Suspected of damaging the unborn child.

Precautionary statements : Prevention:
P201 Obtain special instructions before use.
P202 Do not handle until all safety precautions have been read and understood.
P264 Wash skin thoroughly after handling.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:

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P302 + P352 IF ON SKIN: Wash with plenty of soap and water.
 P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
 P308 + P313 IF exposed or concerned: Get medical advice/attention.
 P332 + P313 If skin irritation occurs: Get medical advice/attention.
 P337 + P313 If eye irritation persists: Get medical advice/attention.
 P362 Take off contaminated clothing and wash before reuse.
Storage:
 P405 Store locked up.
Disposal:
 P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards
 None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical nature : Modified Aromatic Polyamine

Hazardous components

Component	CAS-No.	Concentration (%)
2-ethylhexanoic acid, compound with 2,4,6-tris[(dimethylamino)methyl]phenol	51365-70-9	>= 90 - < 91
2-Ethylhexanoic acid	149-57-5	>= 9 - < 10

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
 Show this safety data sheet to the doctor in attendance.
 Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.
 If symptoms persist, call a physician.

In case of eye contact : Flush eyes with water as a precaution.
 Remove contact lenses.
 Protect unharmed eye.
 Keep eye wide open while rinsing.
 If eye irritation persists, consult a specialist.

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If swallowed : Induce vomiting immediately and call a physician.
 Keep respiratory tract clear.
 Do not give milk or alcoholic beverages.
 Never give anything by mouth to an unconscious person.
 If symptoms persist, call a physician.
 Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

Unsuitable extinguishing media : High volume water jet

Specific hazards during firefighting : Do not allow run-off from fire fighting to enter drains or water courses.

Further information : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
 Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.

Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.

Environmental precautions : Prevent product from entering drains.
 Prevent further leakage or spillage if safe to do so.
 If the product contaminates rivers and lakes or drains inform respective authorities.

Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
 Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on safe handling : Do not breathe vapours/dust.
 Avoid exposure - obtain special instructions before use.
 Avoid contact with skin and eyes.
 For personal protection see section 8.
 Smoking, eating and drinking should be prohibited in the application area.
 Dispose of rinse water in accordance with local and national regulations.

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Conditions for safe storage : Store under conditions specified on the product Technical Data Sheet to maintain product quality.
Keep container tightly closed in a dry and well-ventilated place.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
2-Ethylhexanoic acid	149-57-5	TWA (Inhalable fraction and vapor)	5 mg/m ³	ACGIH

Engineering measures : Use with adequate ventilation.
All application areas should be ventilated in accordance with applicable OSHA regulations. (29 CFR 1910.94)

Personal protective equipment

Respiratory protection : In the case of vapour formation use a respirator with an approved filter.

Hand protection
Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection : Eye wash bottle with pure water
Tightly fitting safety goggles

Skin and body protection : Impervious clothing
Choose body protection according to the amount and concentration of the dangerous substance at the work place.

Hygiene measures : When using do not eat or drink.
When using do not smoke.
Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : liquid

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Odour Threshold	: No data available
pH	: No data available
Melting point/freezing point	: No data available
Initial boiling point and boiling range	: No data available
Vapour pressure	: No data available
Flash point	: Greater than 201 °F (94 °C) Method: No information available. Information taken from reference works and the literature.
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Relative vapour density	: No data available
Relative Density/Specific Gravity	: No data available
Density	: 0.9634 g/cm ³ (77 °F (25 °C))
Solubility(ies)	
Water solubility	: No data available
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Ignition temperature	: No data available
Thermal decomposition	: No data available
Viscosity	
Viscosity, dynamic	: No data available
Viscosity, kinematic	: Greater than 22 mm ² /s (104 °F (40 °C))

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SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No decomposition if stored and applied as directed.
Chemical stability	: No decomposition if stored and applied as directed.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: No data available
Hazardous decomposition products	: The by-products expected in incomplete pyrolysis or combustion of epoxy resins are mainly phenolics, CO and water.

SECTION 11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Inhalation
Skin contact
Eyes

Acute toxicity

Product:

Acute oral toxicity : Acute toxicity estimate : > 5,000 mg/kg
Method: Calculation method

Acute dermal toxicity : Acute toxicity estimate : > 5,000 mg/kg
Method: Calculation method

Components:

149-57-5 2-Ethylhexanoic acid:

Acute oral toxicity : LD50 (Rat): 3,000 mg/kg

Acute dermal toxicity : LD50 (Rabbit): 1.260 mg/kg

LD50 (Rat, male and female): 2,001 mg/kg
Method: OECD Test Guideline 402
GLP: yes

Skin corrosion/irritation

Components:

149-57-5 2-Ethylhexanoic acid:

Species: Rabbit
Result: Mild skin irritation

Species: Rabbit

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Method: OECD Test Guideline 404
Result: No skin irritation
GLP: yes

Serious eye damage/eye irritation

Components:

149-57-5 2-Ethylhexanoic acid:

Species: Rabbit
Result: Severe eye irritation
Method: Draize Test

Species: Rabbit
Result: No eye irritation
Method: OECD Test Guideline 405
GLP: yes

Respiratory or skin sensitisation

Components:

149-57-5 2-Ethylhexanoic acid:

Test Type: Maximisation Test
Exposure routes: Dermal
Species: Guinea pig
Method: OECD Test Guideline 406
Result: Does not cause skin sensitisation.
GLP: yes

Carcinogenicity

IARC No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

ACGIH No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.

OSHA No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Further information

Product:

Remarks: No data available

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SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects

No data available

Product:

Regulation 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances

Remarks This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

EPA Hazardous Waste Code(s) : none

Waste from residues : Do not dispose of waste into sewer. Do not contaminate ponds, waterways or ditches with chemical or used container. Send to a licensed waste management company.

Contaminated packaging : Empty remaining contents. Dispose of as unused product. Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

International Regulations

IATA-DGR

Not regulated as a dangerous good

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IMDG-Code

Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

National Regulations**49 CFR**

Not regulated as a dangerous good

SECTION 15. REGULATORY INFORMATION**EPCRA - Emergency Planning and Community Right-to-Know Act****US. EPA CERCLA Hazardous Substances (40 CFR 302)**

This material does not contain any components with a CERCLA RQ.

SARA 304 - Emergency Release Notification

This material does not contain any components with a section 304 EHS RQ.

US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 302 Extremely Hazardous Substance (40 CFR 355, Appendix A)

This material does not contain any components with a SARA 302 RQ.

SARA 311/312 Hazards : Per the June 13, 2016 Federal Register notice, EPA harmonized the EPCRA 311/312 hazard categories with the 2012 OSHA hazard communication standard for classifying and labeling of chemicals (i.e. GHS). Please refer to Section 2 of the SDS to identify the appropriate hazard categories for reporting purposes.

SARA 302 : No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

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Non-volatile (Wt) : Refer to the product technical data sheet for VOC information.

US State Regulations

Massachusetts Right To Know

No components are subject to the Massachusetts Right to Know Act.

Pennsylvania Right To Know

2-ethylhexanoic acid, compound with 2,4,6-tris[(dimethylamino)methyl]phenol	51365-70-9
2-Ethylhexanoic acid	149-57-5

New Jersey Right To Know

2-ethylhexanoic acid, compound with 2,4,6-tris[(dimethylamino)methyl]phenol	51365-70-9
2-Ethylhexanoic acid	149-57-5

New Jersey Trade Secret Registry Number for the product (NJ TSRN) : NOT APPLICABLE

California Prop 65 This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA : We certify that all of the components of this product are either listed on the TSCA Inventory or are not subject to the notification requirements per 40 CFR 720 30(h).

Section 4 / 12(b) : Not applicable

Section 5 : Not applicable

DSL : We certify that all of the components of this product are listed on the DSL.

: Complex of 2,4,6-Tris-(dimethylamino)-methylphenol and ethylhexanoic acid

SAFETY DATA SHEET



Tyfo®-PWR Part B - 12 lbs

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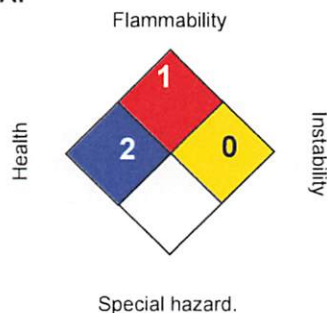
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SECTION 16. OTHER INFORMATION

Further information

NFPA:



HMIS III:

HEALTH	2*
FLAMMABILITY	1
PHYSICAL HAZARD	0

0 = not significant, 1 =Slight,
 2 = Moderate, 3 = High
 4 = Extreme, * = Chronic

Revision Date : 02/27/2018

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Technical Data Sheet
Engineering Materials

Tyfo[®]-PWR

Two-Component Epoxy CIPP Compound

ELANTAS PDG, Inc.
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St. Louis, MO 63147
USA
Tel +1 314 621-5700
Fax +1 314 436-1030
info.elantas.pdg@altana.com
www.elantas.com

Tyfo[®]-PWR

Product Description

Tyfo[®]-PWR is a two-component, heat-curing, 100%-solids epoxy system.

Areas of Application

Impregnation of fiber and felt liners for cured-in-place pipe (CIPP)

Features and Benefits

- Designed for on-site application and trenchless repair of pipes
- Good workable pot life
- Compatible with moist surfaces
- NSF approved for potable water applications

Transportation / Storage

Store below 25°C / 77°F in a dry controlled environment out of direct sunlight. This material should be suitable for use stored under these conditions in the original sealed containers for twelve (12) months from the date of shipment.

Failure to store this product as recommended above may lead to deterioration in product performance.

Mix individual components thoroughly before use.

Health / Safety

Refer to the Safety Data Sheet.

See ELANTAS PDG Technical Bulletins *TI-100 - Handling Precautions for Epoxy Resins* and *TI-4005 - Epoxy Reaction Potential Hazards* for additional information.

Typical Properties of Material as Supplied

Property	Conditions	Value		Units
		Tyfo [®] -PWR Part A	Tyfo [®] -PWR Part B	
Viscosity	25°C / 77°F	2,400 – 3,600	500 - 800	cP
Weight per Gallon	25°C / 77°F	9.50 – 9.80	8.00 – 8.10	pounds
Flash Point	ASTM D93	> 94 > 201	> 94 > 201	°C °F
Mix Ratio	Parts by weight	100	4	

Typical Properties of Mixed Materials

Property	Conditions	Value	Units
Gel Time (200 mL)	25°C / 77°F	50 - 60	hours
Volatile Organic Content	ASTM D6053	< 0.1 ^[1]	pounds / gallon

^[1] VOC test methods and limits vary widely by regulatory jurisdiction and product application. The value above was obtained by curing a thin film under specific laboratory conditions (2 grams - 1 hour - 150°C). Contact your ELANTAS PDG representative regarding alternate methods.

Tyfo®-PWR

Processing / Curing Schedule

Tyfo®-PWR Part A and Tyfo®-PWR Part B should be conditioned before use by cooling to 15 – 20°C / 59 – 68°C. Add Part B to Part A in the ratio specified above using meter mix equipment or a mixing tank equipped with a mechanical mixer. Mix until homogenous (typically 4 - 6 minutes).

Keep mixture below 25°C / 77°F to maximize available pot life for application.

Saturate the pipe liner with the mixture, using vacuum if desired for improved penetration. Calendar, if necessary, to remove excess liquid.

Insert liner into pipe, maintaining air or water pressure to assure contact with the pipe surface. The system will cure at room temperature in 48 - 72 hours but a heat cure, with either hot water or steam, is recommended for best performance:

Cure: 4 hours at 90°C / 194°F

Pressure should be maintained during cool down to avoid collapse of the liner. This may require 8 – 10 hours depending on ambient temperature and the thickness of the liner.

The cure schedule above is based on time after the unit reaches the specified temperature and is a recommendation only. The user is responsible for determining the optimum cure conditions for his application.

Typical Mechanical Properties – Specimens cured 4 hours at 90°C / 194°F

Property	Test Method	Conditions	Value	Units
Shore Hardness	ASTM D2240	25°C / 77°F	D 83	
Linear Shrinkage	ASTM D2566		< 1	%
Tensile Strength	ASTM D638	25°C / 77°F	9,600	psi
Elongation	ASTM D638	25°C / 77°F	8	%
Glass Transition Temp. (T _g)	ASTM E831	TMA	77	°C
Coefficient of Thermal Expansion	ASTM E831	below T _g above T _g	70 240	ppm / °C ppm / °C

The above properties are typical values and are not intended for specification use.

ELANTAS PDG, Inc. warrants the chemical composition of its products within stated tolerances, but does not guarantee that a product will be appropriate for any particular application. Any recommendation, performance of tests or suggestion is offered merely as a guide and is not a substitute for a thorough evaluation by the user. No representative of ELANTAS PDG, Inc. has the authority to offer a warranty that a product will perform satisfactorily in manufacturing a product and no such representation should be relied upon.

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Tyfo[®]-PWR R00 01/27/17

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ALTERNATE PRODUCT BID

Polyester Resin Bid Form

**BID FORM 8J:
Bid Fees**

Item	Description	Unit	Unit Price	
	Day Rate: Multiple Locations	EA	\$ 4,250.00	
Traffic Control/ MOT, Equipment Set-up and Monitoring				
	Mobilization Per Vehicle	EA	\$ 1,850.00	
Sanitary Sewer Manhole & Pipe Preparation/ Plug, Preclean and Video				
	Vac Truck, Pre Clean Sanitary Sewer	LF	\$ 5.00	
	CCTV/Video, Pre Video Sanitary Sewer	LF	\$ 3.00	
Sanitary Sewer CIPP Installation				
	CIPP Liner Equipment Site SET-up Per Run	EA	\$ 450.00	
Sanitary Sewer CIPP 4.5 mm Liner Thickness (used in 2 -14 ft manhole depths)				
				Minimum Footage
	6" Diameter	LF	\$ 72.87	150
	8" Diameter	LF	\$ 59.97	150
	10" Diameter	LF	\$ 64.62	150
	12" Diameter	LF	\$ 68.32	150
	16" Diameter	LF	\$ 80.66	150
	18" Diameter	LF	\$ 91.97	150
	24" Diameter	LF	\$ 115.69	150
Sanitary Sewer CIPP 6 mm Liner Thickness (used in 14-25 ft manhole depths or where more structural integrity is needed)				
				Minimum Footage
	6" Diameter	LF	\$ 79.84	150
	8" Diameter	LF	\$ 62.04	150
	10" Diameter	LF	\$ 67.38	150
	12" Diameter	LF	\$ 72.49	150
	16" Diameter	LF	\$ 92.09	150
	18" Diameter	LF	\$ 97.76	150
	24" Diameter	LF	\$ 125.57	150
Sanitary Sewer CIPP Reinstatement				
	Mainline Lateral Reinstatement	EA	\$ 365.00	
	Mainline Invert Reinstatement	EA	\$ 865.00	
Sanitary Sewer CIPP Installation Post Video				
	CCTV/Video, Post Video	LF	\$ 2.25	
Additional Services				
	Plugging Mainline 6"-10"	Day	\$ 475.00	
	Plugging Mainline 12"-16"	Day	\$ 895.00	
	Plugging Mainline 18"-24"	Day	\$ 1,295.00	
	Manhole Bypass Pumping 6"-10" Flow	Day	\$ 700.00	
	Manhole Bypass Pumping 12"-16" Flow	Day	\$ 2,400.00	
	Manhole Bypass Pumping 18"-24" Flow	Day	\$ 3,900.00	
	Mainline Hammer Tap/ Extended Lateral Removal	EA	\$ 2,500.00	
	Root Intrusion Removal	HRLY	\$ 275.00	
	Chemical Grout Repairs 6"-10"	EA	\$ 650.00	
	Chemical Grout Repairs 12"-16"	EA	\$ 850.00	
	Chemical Grout Repairs 18"-24"	EA	\$ 1,050.00	
	Additional Video and Reports	EA	\$ 75.00	



Worldwide Pipeline

17999 Edison Ave.

Tel: (636) 530-8000

Rehabilitation

Chesterfield, MO 63005

Fax: (636) 530-8744

102T Series Polyester Resin Aug 2020

Polyester Resin for Gravity CIPP Applications

Insituform's 102T Series is a family of polyester resins for gravity sanitary and storm sewer applications. Resins currently approved for the 102T Series include:

AOC L758
Interplastic COR78-AT-559/5XX
AOC L721
Insituform 102T

Typical Resin/Felt Properties

Flexural Strength, psi/MPa	4,500/31.5	ASTM D 790
Flexural Modulus, psi/MPa	400,000/2,760	ASTM D 790

Description

Insituform's 102T Series resins are comprised of filled, thixotropic polyester resins and are excellent applications for sanitary and storm sewers. These resins can also be used in some industrial applications. Polyester resins provide the corrosion resistance required for sanitary sewer applications and also provide the durability needed for long-term applications.

Features

Good physical properties, corrosion resistant, durable, good long-term properties, excellent catalyzed pot life, high heat distortion temperature and high molecular weight.

Safety

Safety guidelines are available in the appropriate Material Safety Data Sheet.

Detailed Information

Detailed information for any of the approved resins in the 102T Series can be provided upon request.



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**102T Series
Polyester Resin
Aug 2020**

**Corrosion Testing for Gravity
CIPP Applications**

Insituform's 102T Series is a family of polyester resins for gravity sanitary and storm sewer applications. Resins currently approved for the 102T Series include:

AOC L758
Interplastic COR78-AT-559/5XX
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Insituform 102T

Typical Resin/Felt Properties

Flexural Strength, psi/MPa	4,500/31.5	ASTM D 790
Flexural Modulus, psi/MPa	400,000/2,760	ASTM D 790

Chemical Resistance Testing

CIPP laminates made from each of Insituform's 102T Series resins are tested for chemical resistance in accordance with ASTM F1216 for one month exposure and ASTM D5813 for one year exposure.

Test Results

The results of the ASTM F 1216 and D 5813 chemical corrosion testing are shown in the attached data sheets ASTM F 1216 CORROSION TESTING RESULTS and ASTM D 5813 CORROSION TESTING RESULTS, respectively.

Detailed Information

Detailed information for any of the approved resins in the 102T Series can be provided upon request.

**INSITUFORM TECHNOLOGIES
102T SERIES POLYESTER RESIN
ASTM D 5813 CORROSION TESTING RESULTS**

	AOC L721-LTA		AOC L758-LTI		COR 78-AT-559/5XX		INSITUFORM 102T	
	RETENTION VALUE	REQUIREMENT 80%	VALUE	REQUIREMENT 80%	RETENTION VALUE	REQUIREMENT 80%	RETENTION VALUE	REQUIREMENT 80%
CONTROL SAMPLE								
Flexural Modulus, psi	619,000		668,000		666,000		742,000	
1% NITRIC ACID								
Flexural Modulus, psi	533,000		561,000		620,000		700,000	
% Retention	86%	PASSED	84%	PASSED	93%	PASSED	94%	PASSED
5% SULFURIC ACID								
Flexural Modulus, psi	562,000		572,000		637,000		728,000	
% Retention	91%	PASSED	86%	PASSED	96%	PASSED	98%	PASSED
100% ASTM FUEL C								
FLEXURAL MODULUS, psi	587,000		666,000		595,000		744,000	
% Retention	95%	PASSED	100%	PASSED	89%	PASSED	100%	PASSED
100% VEGETABLE OIL								
FLEXURAL MODULUS, psi	634,000		665,000		674,000		753,000	
% Retention	102%	PASSED	100%	PASSED	101%	PASSED	101%	PASSED
0.10% DETERGENT								
Flexural Modulus, psi	550,000		591,000		638,000		633,000	
% Retention	89%	PASSED	89%	PASSED	96%	PASSED	85%	PASSED
0.10% SOAP								
Flexural Modulus, psi	553,000		651,000		645,000		654,000	
% Retention	89%	PASSED	98%	PASSED	97%	PASSED	88%	PASSED

August 2020

**INSITUFORM TECHNOLOGIES
102T SERIES PLOYESTER RESIN
ASTM F 1216 CORROSION TESTING RESULTS**

	AOC L721-LTA		AOC L758-LTI		COR 78-AT-559/5XX		INSITUFORM 102T	
	RETENTION VALUE	REQUIREMENT 80%	RETENTION VALUE	REQUIREMENT 80%	RETENTION VALUE	REQUIREMENT 80%	RETENTION VALUE	REQUIREMENT 80%
CONTROL SAMPLE								
FLEXURAL STRENGTH, psi	6,650		6,048		8180		6,896	
FLEXURAL MODULUS, psi	590,000		722,710		665887		750,666	
TAP WATER								
FLEXURAL STRENGTH, psi	7,602		6,353		7896		6,703	
% RETENTION	114%	PASSED	100%	PASSED	97%	PASSED	97%	PASSED
FLEXURAL MODULUS, psi	551,706		632,142		648714		730,936	
% RETENTION	94%	PASSED	88%	PASSED	97%	PASSED	97%	PASSED
5% NITRIC ACID								
FLEXURAL STRENGTH, psi	7,464		5,924		7858		6,281	
% RETENTION	112%	PASSED	98%	PASSED	96%	PASSED	91%	PASSED
FLEXURAL MODULUS, psi	568,565		616,116		640045		755,552	
% RETENTION	96%	PASSED	85%	PASSED	96%	PASSED	101%	PASSED
10% PHOSPHORIC ACID								
FLEXURAL STRENGTH, psi	7,623		6,291		7709		7,177	
% RETENTION	115%	PASSED	100%	PASSED	94%	PASSED	104%	PASSED
FLEXURAL MODULUS, psi	544,623		678,126		663334		757,194	
% RETENTION	92%	PASSED	94%	PASSED	100%	PASSED	101%	PASSED
10% SULFURIC ACID								
FLEXURAL STRENGTH, psi	7,557		6,236		7774		6,989	
% RETENTION	114%	PASSED	100%	PASSED	95%	PASSED	101%	PASSED
FLEXURAL MODULUS, psi	575,028		646,307		667650		745,008	
% RETENTION	97%	PASSED	90%	PASSED	100%	PASSED	99%	PASSED
100% GASOLINE								
FLEXURAL STRENGTH, psi	8,397		6,576		8527		7,639	
% RETENTION	126%	PASSED	100%	PASSED	104%	PASSED	111%	PASSED
FLEXURAL MODULUS, psi	599,527		695,498		656421		765,138	
% RETENTION	102%	PASSED	96%	PASSED	99%	PASSED	102%	PASSED
100% VEGETABLE OIL								
FLEXURAL STRENGTH, psi	7,852		6,460		8039		6,772	
% RETENTION	118%	PASSED	100%	PASSED	98%	PASSED	98%	PASSED
FLEXURAL MODULUS, psi	624,613		685,065		675249		759,969	
% RETENTION	106%	PASSED	95%	PASSED	101%	PASSED	101%	PASSED
0.1% DETERGENT								
FLEXURAL STRENGTH, psi	7,125		6,396		7697		6,712	
% RETENTION	107%	PASSED	100%	PASSED	94%	PASSED	97%	PASSED
FLEXURAL MODULUS, psi	548,941		682,070		638719		737,963	
% RETENTION	93%	PASSED	94%	PASSED	96%	PASSED	98%	PASSED
0.1% SOAP								
FLEXURAL STRENGTH, psi	6,771		5,906		7778		7,164	
% RETENTION	101%	PASSED	98%	PASSED	95%	PASSED	104%	PASSED
FLEXURAL MODULUS, psi	562,800		649,337		644970		767,237	
% RETENTION	95%	PASSED	90%	PASSED	97%	PASSED	102%	PASSED



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**102T Series
Polyester Resin
Aug 2020**

**Flexural Creep Testing for Gravity
CIPP Applications**

Insituform's 102T Series is a family of polyester resins for gravity sanitary and storm sewer applications. Resins currently approved for the 102T Series include:

AOC L758
Interplastic COR78-AT-559/5XX
AOC L721
Insituform 102T

Typical Resin/Felt Properties

Flexural Strength, psi/MPa	4,500/31.5	ASTM D 790
Flexural Modulus, psi/MPa	400,000/2,760	ASTM D 790

Flexural Creep Testing

CIPP laminates made from each of Insituform's 102T Series resins were tested for flexural creep in accordance with ASTM D2990 for 10,000 hours.

Test Results

The results of tests for each group of laminates were plotted from 100 hours to 10,000 hours on a log/log graph, and a linear trend line was created. The 50 year flexural creep modulus was estimated by extending the linear regression to 50 years.

Safety

Safety guidelines are available in the appropriate Material Safety Data Sheet.

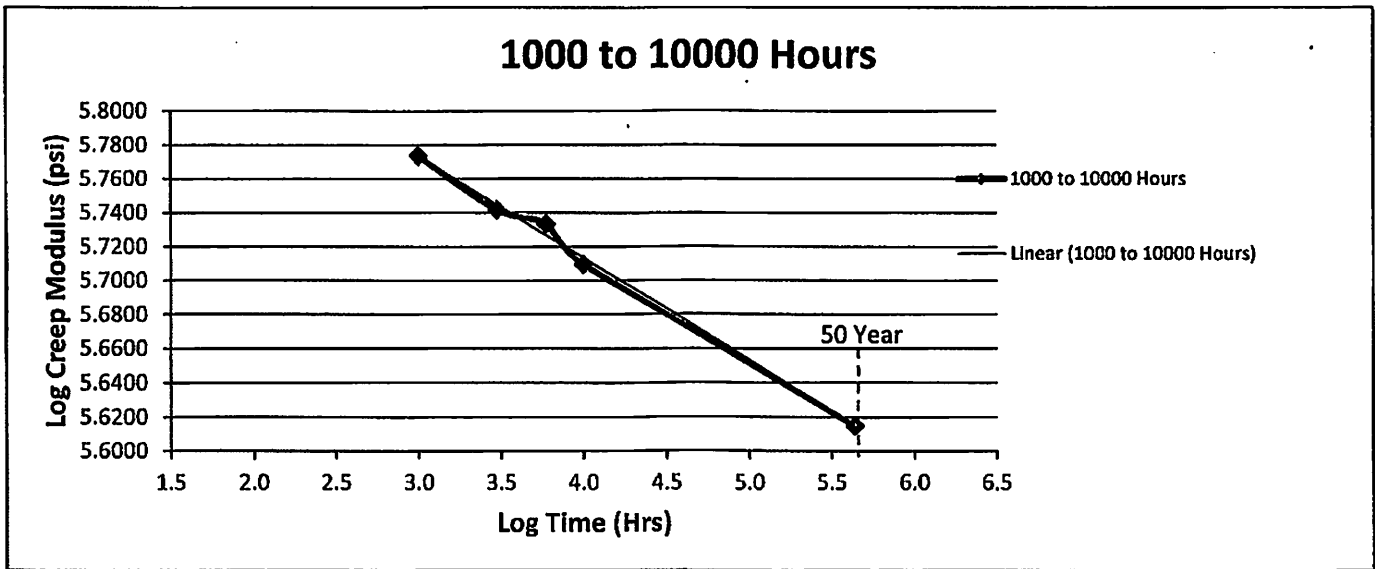
Detailed Information

Detailed information for any of the approved resins in the 102T Series can be provided upon request.

**ASTM D 2990 Creep Modulus Data
 Insituform 102 T/TA Polyester Resin
 Insituform-102 Series Resin
 CENTRE for ADVANCEMENT of TRENCHLESS TECHNOLOGIES
 Test Reporting Date May 1, 2005**

Elapsed Time (hours)	Flex Displ Avg (in)	Flex Creep Mod Avg (psi)	Log Values	
			Time	Modulus
1000	0.7240	593614	3.0000	5.7735
3000	0.7767	552208	3.4771	5.7421
6000	0.7920	541394	3.7782	5.7335
10000	0.8350	512511	4.0000	5.7097
438000		412000	5.6415	5.6149

50-year projected creep modulus = 412,000 psi
 Note: Data available in full report

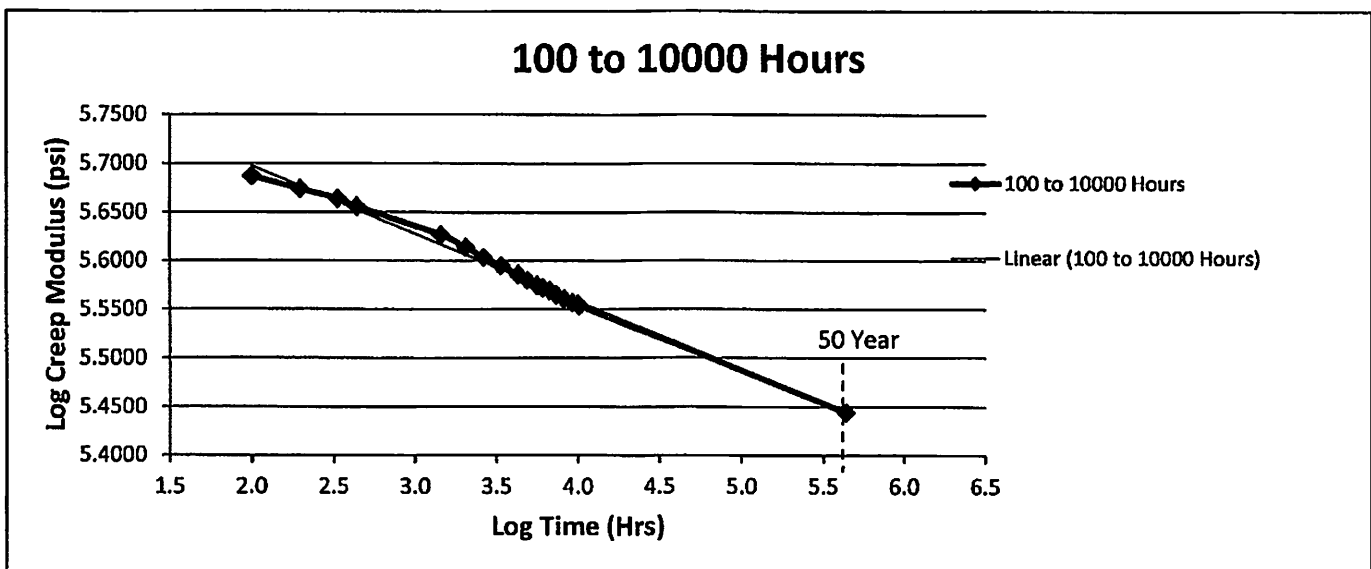


**ASTM D 2990 Creep Modulus Data
AOC L721-LT Polyester Resin
Insituform 102 Series Resin
Microbac**

Test Reporting Date December 13, 2011

Elapsed Time (hours)	Flex Displ Avg (in)	Flex Creep Mod Avg (psi)	Log Values	
			Time	Modulus
100	0.4277	486685	2.0004	5.6872
196	0.4268	472531	2.2911	5.6744
335	0.4260	461658	2.5244	5.6643
437	0.4254	453185	2.6404	5.6563
1441	0.4231	423727	3.1586	5.6271
2043	0.4220	411252	3.3102	5.6141
2620	0.4211	401484	3.4183	5.6037
3362	0.4203	393836	3.5266	5.5953
4293	0.4195	385482	3.6328	5.5860
4892	0.4190	380492	3.6895	5.5803
5640	0.4185	375809	3.7513	5.5750
6122	0.4182	373235	3.7869	5.5720
6718	0.4180	371235	3.8272	5.5696
7415	0.4175	367127	3.8701	5.5648
8230	0.4171	363806	3.9154	5.5609
9270	0.4168	360535	3.9671	5.5569
9913	0.4166	359357	3.9962	5.5555
10179	0.4165	358178	4.0077	5.5541
438000		278,100	5.6415	5.4442

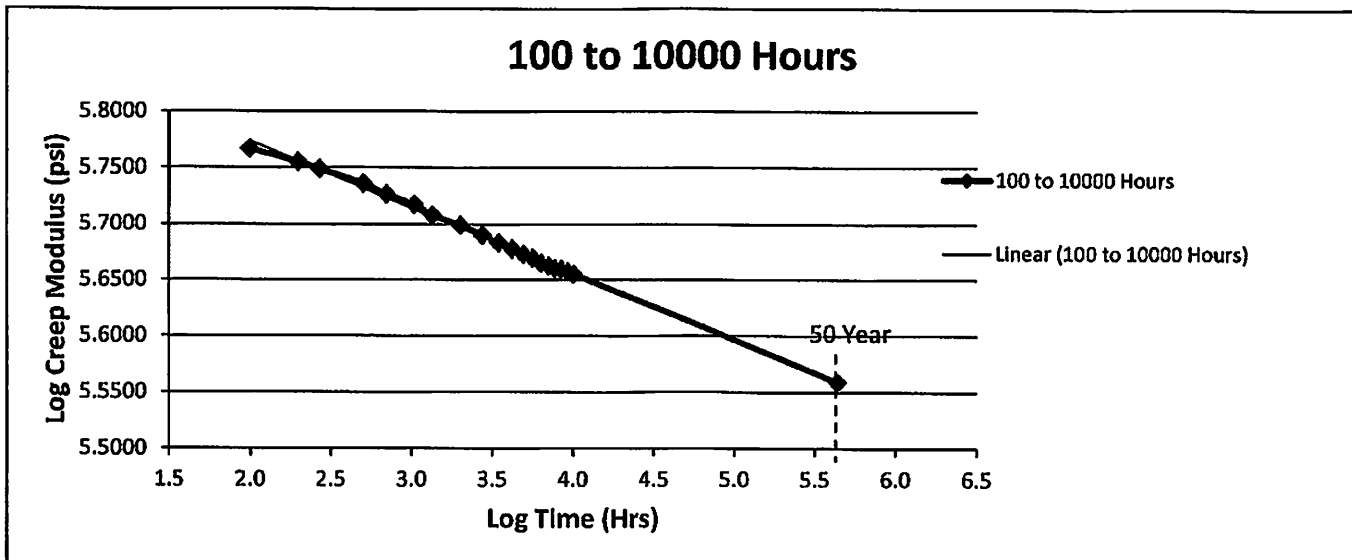
50-year projected creep modulus = 278,100 psi



**ASTM D 2990 Creep Modulus Data
 AOC L758-LTI Polyester Resin
 Insituform 102 Series Resin
 Hauser Laboratories Boulder, CO
 Test Reporting Date August 17, 2005**

Elapsed Time (hours)	Displacement Avg (in)	Creep Modulus Avg (psi)	Log Values	
			Time	Modulus
99	0.0290	584660	1.9948	5.7669
197	0.0298	569260	2.2953	5.7553
268	0.0303	560940	2.4285	5.7489
500	0.0312	544620	2.6993	5.7361
698	0.0318	533000	2.8440	5.7267
1037	0.0325	522140	3.0157	5.7178
1343	0.0932	510740	3.1281	5.7082
2014	0.0339	500180	3.3040	5.6991
2758	0.0346	489720	3.4406	5.6899
3458	0.0352	482240	3.5388	5.6833
4200	0.0356	476220	3.6233	5.6778
4925	0.0360	471140	3.6924	5.6731
5637	0.0363	467240	3.7510	5.6695
6381	0.0367	462120	3.8049	5.6648
7102	0.0369	459640	3.8514	5.6624
7751	0.0371	457380	3.8894	5.6603
8493	0.0372	456440	3.9291	5.6594
9262	0.0373	454440	3.9667	5.6575
10011	0.0375	452500	4.0005	5.6556
438000		362300	5.6415	5.5591

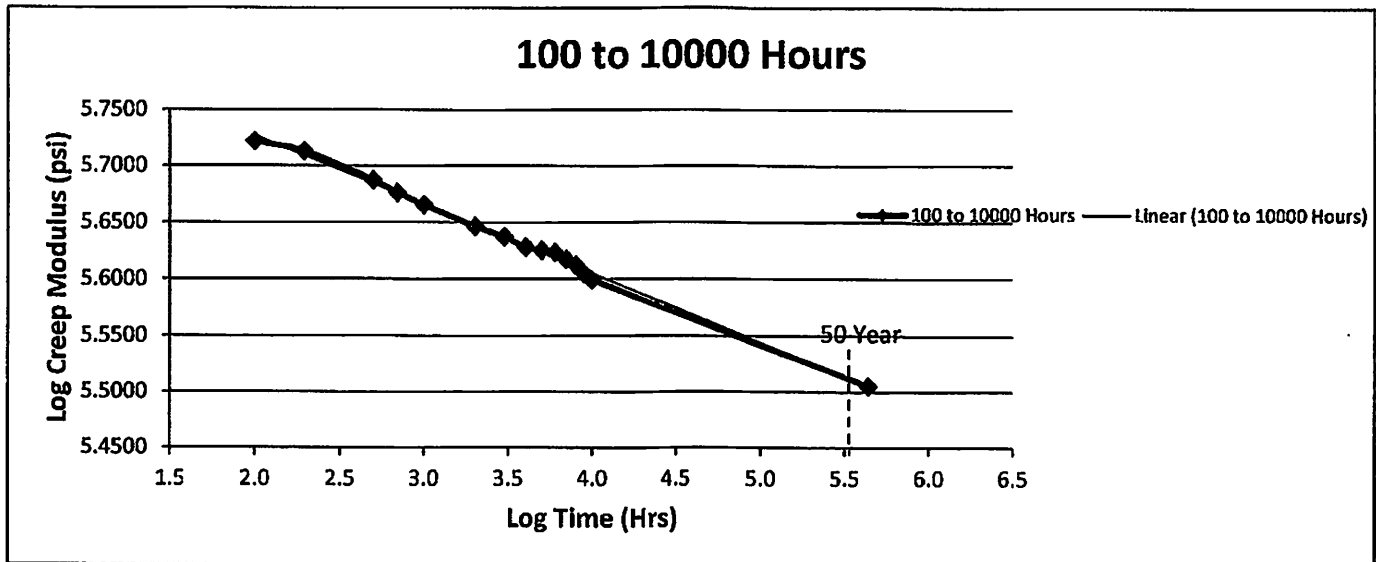
50-year projected creep modulus = 362,300 psi



**ASTM D 2990 Creep Modulus Data
 Interplastic COR 78-AT-559/5XX Polyester Resin
 Insituform-102 Series Resin
 Interplastic Corporation Thermoset Resins Division
 Test Reporting Date September 18, 2012**

Elapsed Time (hours)	Displacement Avg (in)	Creep Modulus Avg (psi)	Log Values	
			Time	Modulus
100	no data	527400	2.0000	5.7221
196	available	516500	2.2923	5.7131
500		486900	2.6990	5.6874
700		474600	2.8451	5.6763
1004		463100	3.0017	5.6657
2012		443300	3.3036	5.6467
3019		433900	3.4799	5.6374
4028		424900	3.6051	5.6283
5036		422000	3.7021	5.6253
6044		420400	3.7813	5.6237
7052		414400	3.8483	5.6174
8059		409400	3.9063	5.6121
9000		402700	3.9542	5.6050
10003		397800	4.0001	5.5997
438000		320200	5.6415	5.5054

50-year projected creep modulus = 320,200





102 T Filled Polyester Resin

Product Information

Isophthalic Based Resin for Underground Sewer Pipe Liners

TYPICAL LIQUID RESIN PROPERTIES

	Nominal	Test Method
Flexural Strength, psi/MPa	4,500/31.5	ASTM D 790
Flexural Modulus, psi/GPa	400,000/2.7	ASTM D 790

*Typical properties are not to be construed as specifications.

DESCRIPTION

AOC's 102 T Filled is a high molecular weight isophthalic unsaturated polyester resin that was developed for Insituform Technologies, Inc. and their licensees. 102 T Filled provides the corrosion resistance, durability and toughness that is required in this demanding application. Using recommended catalyst systems and temperatures, up to 50 hours of catalyzed pot life may be obtained. 102 T Filled thixotropic properties reduce resin pooling while providing superior PET felt wet-out.

FEATURES

- Excellent catalyzed pot life
- Superior mechanical properties
- High molecular weight
- High heat distortion temperature

APPLICATION

- Sewer pipe liners



PERFORMANCE GUIDELINES

Consistent shop conditions contribute to consistent gel times.

STORAGE STABILITY

Resins are stable for three months from date of production when stored in the original containers away from sunlight at no more than 70°F/21°C. After extended storage, some drift may occur in gel time. During the hot summer months, no more than two months stability at 86°F/30°C should be anticipated.

SAFETY

See appropriate Material Safety Data Sheet for guidelines.

ISO 9001:2000 CERTIFIED

The Quality Management Systems at every AOC manufacturing facility have been certified as meeting ISO 9001:2000 standards. This certification recognizes that each AOC facility has an internationally accepted model in place for managing and assuring quality. We follow the practices set forth in this model to add value to the resins we make for our customers.



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The information contained in this data sheet is based on laboratory data and field experience. We believe this information to be reliable, but do not guarantee its applicability to the user's process or assume any liability for occurrences arising out of its use. The user, by accepting the products described herein, agrees to be responsible for thoroughly testing each such product before committing to production.

Our recommendations should not be taken as inducements to infringe any patent or violate any law, safety code or insurance regulation.

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SECTION 5: Firefighting measures

5.1. Extinguishing media

No additional information available

5.2. Special hazards arising from the substance or mixture

Fire hazard : Not considered flammable, but may burn at high temperatures.
 Explosion hazard : Product is not explosive.
 Reactivity : The product is non-reactive under normal conditions of use, storage and transport.

5.3. Advice for firefighters

Firefighting instructions : Exercise caution when fighting any chemical fire.
 Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

General measures : Do not breathe fumes from fires or vapors from decomposition. Avoid prolonged contact with eyes, skin and clothing.

6.1.1. For non-emergency personnel

Protective equipment : Use appropriate personal protection equipment (PPE). Evacuate unnecessary personnel.
 Emergency procedures : Ventilate spillage area.

6.1.2. For emergency responders

Protective equipment : Do not attempt to take action without suitable protective equipment.
 Emergency procedures : Ventilate area.

6.2. Environmental precautions

None known.

6.3. Methods and material for containment and cleaning up

For containment : Contain and collect as any solid.
 Methods for cleaning up : Clean up spills immediately and dispose of waste safely.

6.4. Reference to other sections

For further information refer to section 8: "Exposure controls/personal protection".

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Additional hazards when processed : When heated to decomposition, emits toxic fumes.
 Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Store in a dry, cool and well-ventilated place.
 Incompatible products : Strong acids. Strong bases. Strong oxidizers.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Titanium Dioxide (13463-67-7)		
ACGIH	ACGIH TWA (mg/m ³)	10 mg/m ³ (Titanium dioxide; USA; Time-weighted average exposure limit 8 h; TLV - Adopted Value)
ACGIH	Remark (ACGIH)	LRT irr; A3
OSHA	OSHA PEL (TWA) (mg/m ³)	15 mg/m ³

8.2. Exposure controls

Appropriate engineering controls : Ensure good ventilation of the work station.

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Personal protective equipment : Gloves, Safety glasses.



Hand protection : Protective gloves.

Eye protection : Safety glasses.

Respiratory protection : None required under normal product handling conditions. If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: White polyester fiber tube containing cured resin.
Color	: Blue; White
Odor	: No data available
Odor threshold	: No data available
pH	: No data available
Melting point	: No data available
Freezing point	: Not applicable
Boiling point	: No data available
Flash point	: Not applicable
Relative evaporation rate (butyl acetate=1)	: No data available
Flammability (solid, gas)	: No data available
Explosion limits	: Not applicable
Explosive properties	: No data available
Oxidizing properties	: No data available
Vapor pressure	: No data available
Relative density	: Not applicable
Relative vapor density at 20 °C	: No data available
Solubility	: No data available
Log Pow	: No data available
Auto-ignition temperature	: Not applicable
Decomposition temperature	: No data available
Viscosity	: No data available
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

No additional information available

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10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

Titanium Dioxide (13463-67-7)	
LD50 oral rat	> 10000 mg/kg (Rat; OECD 425: Acute Oral Toxicity; Up-and-Down Procedure; Experimental value; > 5000 mg/kg bodyweight; Rat; Experimental value)
LD50 dermal rabbit	> 10000 mg/kg (Rabbit; Literature study)
LC50 inhalation rat (mg/l)	> 6.8 mg/l/4h (Rat; Experimental value)

Skin corrosion/irritation : Not classified
 Serious eye damage/irritation : Not classified
 Respiratory or skin sensitization : Not classified
 Germ cell mutagenicity : Not classified
 Carcinogenicity : Suspected of causing cancer.

Titanium Dioxide (13463-67-7)	
IARC group	2B - Possibly carcinogenic to humans

Reproductive toxicity : Not classified
 Specific target organ toxicity (single exposure) : Not classified
 Specific target organ toxicity (repeated exposure) : Not classified
 Aspiration hazard : Not classified
 Symptoms/injuries after inhalation : Not expected to present a significant inhalation hazard under anticipated conditions of normal use.
 Symptoms/injuries after skin contact : Product is not irritating for the skin.
 Symptoms/injuries after eye contact : Eye contact is not considered a potential route of exposure.
 Chronic symptoms : None known.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

Titanium Dioxide (13463-67-7)	
EC50 Daphnia 1	> 100 mg/l (LC50; Equivalent or similar to OECD 202; 48 h; Daphnia magna; Static system; Fresh water; Weight of evidence)
Threshold limit algae 1	61 mg/l (EC50; Other; 72 h; Pseudokirchneriella subcapitata; Static system; Fresh water; Experimental value)

12.2. Persistence and degradability

Titanium Dioxide (13463-67-7)	
Persistence and degradability	Biodegradability: not applicable. Low potential for mobility in soil.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable

12.3. Bioaccumulative potential

Titanium Dioxide (13463-67-7)	
Bioaccumulative potential	Not bioaccumulative.

12.4. Mobility in soil

No additional information available

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12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste treatment methods : Dispose of contents/container in accordance with local, state, and federal regulations.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Not regulated for transport

TDG

TDG Primary Hazard Classes : Not regulated for transport

Transport by sea

Class (IMDG) : Not regulated for transport

Air transport

Class (IATA) : Not regulated for transport

SECTION 15: Regulatory information

15.1. US Federal regulations

Titanium Dioxide (13463-67-7)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Propylene ethylene copolymer (9010-79-1)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. International regulations

CANADA

No additional information available

EU-Regulations

No additional information available

National regulations

Titanium Dioxide (13463-67-7)

Listed on IARC (International Agency for Research on Cancer)

15.3. US State regulations

Titanium Dioxide (13463-67-7)

U.S. - New Jersey - Right to Know Hazardous Substance List

SECTION 16: Other information

Other information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

SDS US (GHS HazCom 2012)

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product



Insituform® CIPP (Uncured)

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations
Revision Date: 08/10/2015 Date of issue: 08/10/2015

Version: 1.0

SECTION 1: IDENTIFICATION

1.1. Product Identifier

Product Form: Mixture

Product Name: Insituform® CIPP (Uncured)

Product Code: Impregnated Insitutube Product (Polyester Filled)

1.2. Intended Use of the Product

Use of the substance/mixture: Sewer rehabilitation. For professional use only.

1.3. Name, Address, and Telephone of the Responsible Party

Company

Insituform Technologies, LLC

17988 Edison Ave.

Chesterfield, MO 63005

T: 636.530.8000

www.insituform.com

1.4. Emergency Telephone Number

Emergency Number : 877.576.2653

SECTION 2: HAZARDS IDENTIFICATION

2.1. Classification of the Substance or Mixture

Classification (GHS-US)

Flam. Liq. 3 H226

Skin Irrit. 2 H315

Eye Irrit. 2A H319

Skin Sens. 1 H317

Carc. 2 H351

STOT SE 3 H335

STOT RE 1 H372

Asp. Tox. 1 H304

Full text of H-phrases: see section 16

2.2. Label Elements

GHS-US Labeling

Hazard Pictograms (GHS-US)



Signal Word (GHS-US)

Hazard Statements (GHS-US)

- : Danger
- : H226 - Flammable liquid and vapor.
H304 - May be fatal if swallowed and enters airways.
H315 - Causes skin irritation.
H317 - May cause an allergic skin reaction.
H319 - Causes serious eye irritation.
H335 - May cause respiratory irritation.
H351 - Suspected of causing cancer.
H372 - Causes damage to organs through prolonged or repeated exposure.
- Precautionary Statements (GHS-US)** :
- P201 - Obtain special instructions before use.
P202 - Do not handle until all safety precautions have been read and understood.
P210 - Keep away from extremely high or low temperatures, ignition sources, and incompatible materials. - No smoking.
P233 - Keep container tightly closed.
P240 - Ground/bond container and receiving equipment.
P241 - Use explosion-proof electrical, ventilating, and lighting equipment.
P242 - Use only non-sparking tools.
P243 - Take precautionary measures against static discharge.
P260 - Do not breathe vapors, mist, or spray.
P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.
P270 - Do not eat, drink or smoke when using this product.

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P271 - Use only outdoors or in a well-ventilated area.
 P272 - Contaminated work clothing must not be allowed out of the workplace.
 P273 - Avoid release to the environment.
 P280 - Wear protective gloves, protective clothing, and eye protection.
 P301+P310 - IF SWALLOWED: Immediately call a poison center or doctor.
 P303+P361+P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.
 P304+P340 - IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing.
 P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
 P308+P313 - If exposed or concerned: Get medical advice/attention.
 P331 - Do NOT induce vomiting.
 P362+P364 - Take off contaminated clothing and wash it before reuse.
 P370+P378 - In case of fire: Use alcohol resistant foam, carbon dioxide (CO₂), extinguishing powder to extinguish.
 P391 - Collect spillage.
 P403+P235 - Store in a well-ventilated place. Keep cool.
 P405 - Store locked up.
 P501 - Dispose of contents/container in accordance with local, regional, national, and international regulations.

2.3. Other Hazards

This material contains organic peroxides. Heating may cause hazardous decomposition. Hazardous decomposition products from peroxides are flammable and can be explosive under confinement. Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions.

2.4. Unknown Acute Toxicity (GHS-US)

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.1. Substance

Not applicable

3.2. Mixture

Name	Product Identifier	%	Classification (GHS-US)
Styrene	(CAS No) 100-42-5	< 45	Flam. Liq. 3, H226 Acute Tox. 4 (Oral), H302 Acute Tox. 4 (Inhalation: vapor), H332 Skin Irrit. 2, H315 Eye Irrit. 2A, H319 Carc. 2, H351 STOT SE 3, H335 STOT RE 1, H372 Asp. Tox. 1, H304 Aquatic Acute 2, H401 Aquatic Chronic 3, H412
Talc	Proprietary	<= 30	Not classified
Proprietary 1 – Organic Peroxide	Proprietary	<= 3	Org. Perox. C, H242 Skin Sens. 1, H317 Aquatic Acute 1, H400 Aquatic Chronic 1, H410
Proprietary 2 – Organic Peroxide	Proprietary	<= 3	Org. Perox. D, H242 Skin Sens. 1, H317

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Proprietary 3 – Organic Peroxide	Proprietary	<= 3	Org. Perox. C, H242 Acute Tox. 4 (Inhalation:dust,mist), H332 Skin Irrit. 2, H315 Skin Sens. 1, H317 Aquatic Acute 1, H400 Aquatic Chronic 3, H412
Proprietary 4 – Organic Peroxide	Proprietary	<= 3	Org. Perox. C, H242 Skin Sens. 1, H317 Aquatic Acute 3, H402 Aquatic Chronic 3, H412
Proprietary 5 – Organic Peroxide	Proprietary	<= 3	Org. Perox. B, H241
Proprietary 6 – Organic Peroxide	Proprietary	<= 3	Org. Perox. D, H242 Skin Sens. 1, H317 Aquatic Acute 1, H400 Aquatic Chronic 1, H410
Butylcyclohexanol	Proprietary	<= 1.5	Eye Irrit. 2A, H319 Aquatic Acute 3, H402
Quartz	Proprietary	<= 1	Carc. 1A, H350* STOT SE 3, H335 STOT RE 1, H372
Alkanes	Proprietary	<= 1	Asp. Tox. 1, H304 Aquatic Chronic 4, H413
Isododecane	Proprietary	<= 1	Asp. Tox. 1, H304
Titanium dioxide	Proprietary	<= 0.5	Carc. 2, H351**

*Evidence indicates that quartz dust causes cancer and lung disease when inhaled over an extended period of time. Since this product is in a liquid form, the quartz dust is not able to become airborne and cannot be inhaled. Thus, the hazards usually associated with quartz dust are not applicable to this product.

**Titanium dioxide is suspected of causing cancer through inhalation. Since this product is in a liquid form, titanium dioxide is not able to become airborne and cannot be inhaled. Thus, the hazards usually associated with titanium dioxide dust are not applicable to this product.

The specific chemical identity and/or exact percentage of composition has been withheld as a trade secret within the meaning of the OSHA Hazard Communication Standard [29 CFR 1910.1200].

Full text of H-phrases: see section 16

SECTION 4: FIRST AID MEASURES

4.1. Description of First Aid Measures

First-aid Measures General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label if possible).

First-aid Measures After Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Obtain medical attention if breathing difficulty persists.

First-aid Measures After Skin Contact: Remove contaminated clothing. Drench affected area with water or soap and water for at least 15 minutes. Wash contaminated clothing before reuse. Obtain medical attention if irritation develops or persists.

First-aid Measures After Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

First-aid Measures After Ingestion: Do NOT induce vomiting. Rinse mouth. Immediately call a POISON CENTER or doctor/physician.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/Injuries: Causes serious eye irritation. Causes skin irritation. May cause an allergic skin reaction. Suspected of causing cancer. Causes damage to organs through prolonged or repeated exposure. May cause respiratory irritation. May be fatal if swallowed and enters airways.

Symptoms/Injuries After Inhalation: Sneezing, coughing, burning sensation of throat with constricting sensation of the larynx and difficulty in breathing.

Symptoms/Injuries After Skin Contact: Redness, pain, swelling, itching, burning, dryness, and dermatitis.

Symptoms/Injuries After Eye Contact: Redness, pain, swelling, itching, burning, tearing, and blurred vision.

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Symptoms/Injuries After Ingestion: The major health threat of ingestion occurs from the danger of aspiration (breathing) of liquid drops into the lungs, particularly from vomiting. Aspiration may result in chemical pneumonia (fluid in the lungs), severe lung damage, respiratory failure and even death.

Chronic Symptoms: Repeated or prolonged inhalation of fumes or vapors may result in hearing loss. Suspected of causing cancer. Chronic exposure may cause defatting of the skin.

4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

SECTION 5: FIRE-FIGHTING MEASURES

5.1. Extinguishing Media

Suitable Extinguishing Media: Carbon dioxide (CO₂), alcohol-resistant foam, or dry chemical.

Unsuitable Extinguishing Media: Do not use halons. Do not use a heavy water stream. Use of heavy stream of water may spread fire. Application of water stream to hot product may cause frothing and increase fire intensity.

5.2. Special Hazards Arising From the Substance or Mixture

Fire Hazard: Flammable liquid and vapor. Vapors may travel to source of ignition and flash back.

Explosion Hazard: May form flammable/explosive vapor-air mixture.

Reactivity: This material contains organic peroxides. Heating may cause hazardous decomposition. Hazardous decomposition products from peroxides are flammable and can be explosive under confinement. May react violently with incompatible materials.

5.3. Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers. In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Other Information: Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1. Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid all contact with skin, eyes, or clothing. Avoid breathing (dust, vapor, mist, spray). Keep away from heat, sparks, open flames, hot surfaces. – No smoking.

6.1.1. For Non-emergency Personnel

Protective Equipment: Use appropriate personal protection equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

6.1.2. For Emergency Responders

Protective Equipment: If specialized clothing is required to deal with spillage, take note of any information in Section 8 on suitable and unsuitable materials. Use appropriate personal protection equipment (PPE).

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit.

6.2. Environmental Precautions

Avoid dispersal of spilled material.

6.3. Methods and Material for Containment and Cleaning Up

For Containment: Contain and/or absorb spill with inert material, then place in suitable container. Do not take up in combustible material such as saw dust or cellulosic material.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Spills should be contained with mechanical barriers. Transfer spilled material to a suitable container for disposal. Use only non-sparking tools. Contact competent authorities after a spill.

6.4. Reference to Other Sections

See Heading 8. Exposure controls and personal protection. For further information refer to Section 13.

SECTION 7: HANDLING AND STORAGE

7.1. Precautions for Safe Handling

Additional Hazards When Processed: Flammable vapors can accumulate in head space of closed systems. Any proposed use of this product in elevated-temperature processes should be thoroughly evaluated to assure that safe operating conditions are established and maintained. Proper grounding procedures to avoid static electricity should be followed.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.

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7.2. Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations. Ground/bond container and receiving equipment. Use only non-sparking tools. Use explosion-proof electrical, ventilating, and lighting equipment.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Keep/Store away from direct sunlight, extremely high or low temperatures and incompatible materials. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.

Incompatible Products: Strong acids. Strong bases. Strong oxidizers. Accelerators. Heavy metals. Heavy metal salts. Reducing agents. Rust. Amines. Sulfur compounds.

7.3. Specific End Use(s)

Sewer rehabilitation. For professional use only.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), NIOSH (REL), or OSHA (PEL).

Styrene (100-42-5)		
USA ACGIH	ACGIH TWA (ppm)	20 ppm
USA ACGIH	ACGIH STEL (ppm)	40 ppm
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	215 mg/m ³
USA NIOSH	NIOSH REL (TWA) (ppm)	50 ppm
USA NIOSH	NIOSH REL (STEL) (mg/m ³)	425 mg/m ³
USA NIOSH	NIOSH REL (STEL) (ppm)	100 ppm
USA IDLH	US IDLH (ppm)	700 ppm
USA OSHA	OSHA PEL (TWA) (ppm)	100 ppm
USA OSHA	OSHA PEL (Ceiling) (ppm)	200 ppm
Quartz		
USA ACGIH	ACGIH TWA (mg/m ³)	0.025 mg/m ³ (respirable fraction)
USA ACGIH	ACGIH chemical category	A2 - Suspected Human Carcinogen
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	0.05 mg/m ³ (respirable dust)
USA IDLH	US IDLH (mg/m ³)	50 mg/m ³ (respirable dust)
USA OSHA	OSHA PEL (STEL) (mg/m ³)	250 mppcf/%SiO ₂ +5, 10mg/m ³ /%SiO ₂ +2
Titanium dioxide		
USA ACGIH	ACGIH TWA (mg/m ³)	10 mg/m ³
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen
USA IDLH	US IDLH (mg/m ³)	5000 mg/m ³
USA OSHA	OSHA PEL (TWA) (mg/m ³)	15 mg/m ³ (total dust)
Talc		
USA ACGIH	ACGIH TWA (mg/m ³)	2 mg/m ³ (particulate matter containing no asbestos and <1% crystalline silica, respirable fraction)
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen containing no asbestos fibers
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	2 mg/m ³ (containing no Asbestos and <1% Quartz-respirable dust)
USA IDLH	US IDLH (mg/m ³)	1000 mg/m ³ (containing no asbestos and <1% quartz)

8.2. Exposure Controls

Appropriate Engineering Controls

: Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Gas detectors should be used when flammable gases or vapors may be released. Use explosion-proof equipment. Ensure all national/local regulations are observed.

Personal Protective Equipment

: Gloves. Insufficient ventilation: wear respiratory protection. Safety glasses.



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Materials for Protective Clothing	: When a risk assessment indicates protective clothing is necessary, chemically resistant materials and fabrics should be used.
Hand Protection	: Wear chemically resistant protective gloves.
Eye Protection	: Chemical safety glasses.
Skin and Body Protection	: Personal protective equipment for the skin and body should be selected based on the task being performed and when a risk assessment indicates this is necessary.
Respiratory Protection	: If exposure limits are exceeded or if a risk assessment indicates it is necessary, approved respiratory protection should be worn.
Environmental Exposure Controls	: Do not allow the product to be released into the environment.
Consumer Exposure Controls	: Do not eat, drink or smoke during use.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1. Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Transparent, white, blue coated felt impregnated with putty-like, semi-solid liquid
Odor	: Aromatic
Odor Threshold	: No data available
pH	: No data available
Evaporation Rate	: No data available
Melting Point	: No data available
Freezing Point	: No data available
Boiling Point	: No data available
Flash Point	: 31 °C (87.8 °F) (TCC)
Auto-ignition Temperature	: No data available
Decomposition Temperature	: No data available
Flammability (solid, gas)	: No data available
Vapor Pressure	: No data available
Relative Vapor Density at 20 °C	: No data available
Relative Density	: No data available
Solubility	: No data available
Partition Coefficient: N-Octanol/Water	: No data available
Viscosity	: No data available

9.2. Other Information No additional information available.

SECTION 10: STABILITY AND REACTIVITY

10.1. Reactivity: This material contains organic peroxides. Heating may cause hazardous decomposition. Hazardous decomposition products from peroxides are flammable and can be explosive under confinement. May react violently with incompatible materials.

10.2. Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

10.3. Possibility of Hazardous Reactions: Hazardous polymerization may occur.

10.4. Conditions to Avoid: Direct sunlight. Extremely high or low temperatures. Sparks, heat, open flame and other sources of ignition. Incompatible materials.

10.5. Incompatible Materials: Strong acids. Strong bases. Strong oxidizers. Accelerators. Heavy metals. Heavy metal salts. Reducing agents. Rust. Amines. Sulfur compounds.

10.6. Hazardous Decomposition Products: Benzoic acid. Tert-butanol. Acetone. Benzene. Methane. 3,3,5-trimethylcyclohexane. Thermal decomposition generates: Carbon oxides (CO, CO₂). Nitrogen oxides. Hydrocarbons. Alcohols. Metal oxides. Methylene Diphenyl Diisocyanate (MDI). Organic compounds. Irritating or toxic vapors.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1. Information On Toxicological Effects

Acute Toxicity: Not classified

Styrene (100-42-5)	
LD50 Oral Rat	1000 mg/kg
LC50 Inhalation Rat	11.7 mg/l/4h

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Quartz	
LD50 Oral Rat	> 5000 mg/kg
LD50 Dermal Rat	> 5000 mg/kg
Proprietary 3 – Organic Peroxide	
ATE (Dust/Mist)	1.50 mg/l/4h
Butylcyclohexanol	
LD50 Oral Rat	4200 mg/kg
LD50 Dermal Rabbit	> 5 g/kg
Titanium dioxide	
LD50 Oral Rat	> 10000 mg/kg

Skin Corrosion/Irritation: Causes skin irritation.

Serious Eye Damage/Irritation: Causes serious eye irritation.

Respiratory or Skin Sensitization: May cause an allergic skin reaction.

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Suspected of causing cancer.

This product contains styrene, which results in the category 2 carcinogen classification. Classifications of styrene from IARC, NTP, and the OSHA Hazard Communication Carcinogen List are shown below. The 13th Report on Carcinogens by the National Toxicology Program classified styrene as “reasonably anticipated to be a human carcinogen based on limited evidence of carcinogenicity from studies in humans, sufficient evidence of carcinogenicity from studies in experimental animals, and supporting data on mechanisms of carcinogenesis” (NTP. 2014. *Report on Carcinogens, Thirteenth Edition*). Additional studies have been conducted with mixed results regarding the carcinogenicity hazard associated with Styrene.

1) A published study suggested that “S-induced mouse lung tumors are unlikely to be relevant to human risk” (*Regulatory Toxicology and Pharmacology*. 2013 June; 66 (1)).

2) A recent update to an extensive study of reinforced plastic workers found “no coherent evidence that styrene exposure increases risk from cancers of the lymphatic and hematopoietic tissue, pancreas, or lung” (*Epidemiology*. 2013 March; 24 (2)).

Based on the weight of evidence and supplier information, styrene was classified as a category 2 carcinogen.

Styrene (100-42-5)	
IARC group	2B
National Toxicology Program (NTP) Status	Reasonably anticipated to be Human Carcinogen.
OSHA Hazard Communication Carcinogen List	In OSHA Hazard Communication Carcinogen list.
Quartz	
IARC group	1
National Toxicology Program (NTP) Status	Known Human Carcinogens.
OSHA Hazard Communication Carcinogen List	In OSHA Hazard Communication Carcinogen list.
Titanium dioxide	
IARC group	2B
OSHA Hazard Communication Carcinogen List	In OSHA Hazard Communication Carcinogen list.
Talc	
IARC group	3
National Toxicology Program (NTP) Status	Evidence of Carcinogenicity, Twelfth Report - Items under consideration.

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): May cause respiratory irritation.

Specific Target Organ Toxicity (Repeated Exposure): Causes damage to organs (ears) through prolonged or repeated exposure (Inhalation).

Aspiration Hazard: May be fatal if swallowed and enters airways.

Symptoms/Injuries After Inhalation: Sneezing, coughing, burning sensation of throat with constricting sensation of the larynx and difficulty in breathing.

Symptoms/Injuries After Skin Contact: Redness, pain, swelling, itching, burning, dryness, and dermatitis.

Symptoms/Injuries After Eye Contact: Redness, pain, swelling, itching, burning, tearing, and blurred vision.

Symptoms/Injuries After Ingestion: The major health threat of ingestion occurs from the danger of aspiration (breathing) of liquid drops into the lungs, particularly from vomiting. Aspiration may result in chemical pneumonia (fluid in the lungs), severe lung damage, respiratory failure and even death.

Chronic Symptoms: Repeated or prolonged inhalation of fumes or vapors may result in hearing loss. Suspected of causing cancer. Chronic exposure may cause defatting of the skin.

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SECTION 12: ECOLOGICAL INFORMATION

12.1. Toxicity

Ecology - General : This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

Ecology - Water : Toxic to aquatic life. Toxic to aquatic life with long lasting effects.

Styrene (100-42-5)	
LC50 Fish 1	3.24 - 4.99 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])
EC50 Daphnia 1	3.3 - 7.4 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC 50 Fish 2	19.03 - 33.53 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])
NOEC (acute)	44 mg/kg (Exposure time: 14 Days - Species: Eisenia foetida [soil dry weight])

Proprietary 2 – Organic Peroxide	
EC50 Daphnia 1	> 100 g/l
ErC50 (algae)	> 100 mg/l (Exposure Time: 72 h - Species: Raphidocelis subcapitata)
NOEC chronic algae	100 mg/l (Species: Pseudokirchnerella subcapitata)

Butylcyclohexanol	
EC50 Daphnia 1	46 mg/l (Exposure time: 48 h - Species: Daphnia magna)
Talc	
LC50 Fish 1	> 100 g/l (Exposure time: 96 h - Species: Brachydanio rerio [semi-static])

12.2. Persistence and Degradability No additional information available.

12.3. Bioaccumulative Potential

Styrene (100-42-5)	
BCF fish 1	13.5
Log Pow	2.95

Butylcyclohexanol	
Log Pow	3.23
Talc	
BCF fish 1	(no known bioaccumulation)

12.4. Mobility in Soil No additional information available.

12.5. Other Adverse Effects

Other Information : Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, and international regulations.

Additional Information: Handle empty containers with care because residual vapors are flammable.

Ecology – Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

14.1. In Accordance with DOT

Proper Shipping Name : RESIN SOLUTION flammable
 Hazard Class : 3
 Identification Number : UN1866
 Label Codes : 3
 Packing Group : III
 ERG Number : 127



14.2. In Accordance with IMDG

Proper Shipping Name : RESIN SOLUTION
 Hazard Class : 3
 Identification Number : UN1866
 Packing Group : III
 Label Codes : 3
 EmS-No. (Fire) : F-E
 EmS-No. (Spillage) : S-E



14.3. In Accordance with IATA

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Proper Shipping Name : RESIN SOLUTION
Packing Group : III
Identification Number : UN1866
Hazard Class : 3
Label Codes : 3
ERG Code (IATA) : 3L



SECTION 15: REGULATORY INFORMATION

15.1 US Federal Regulations

Insituform® CIPP (Uncured)	
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard Delayed (chronic) health hazard Fire hazard Reactive hazard
Styrene (100-42-5)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Listed on United States SARA Section 313	
SARA Section 313 - Emission Reporting	0.1 %
Quartz	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard Delayed (chronic) health hazard
Proprietary 2 – Organic Peroxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Proprietary 1 – Organic Peroxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Proprietary 3 – Organic Peroxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Proprietary 5 – Organic Peroxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Alkanes	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Isododecane	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Proprietary 4 – Organic Peroxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Butylcyclohexanol	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Titanium dioxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
SARA Section 311/312 Hazard Classes	Delayed (chronic) health hazard
Talc (14807-96-6)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Proprietary 6 – Organic Peroxide (686-31-7)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

15.2 US State Regulations

Quartz	
U.S. - California - Proposition 65 - Carcinogens List	WARNING: This product contains chemicals known to the State of California to cause cancer.
Titanium dioxide	
U.S. - California - Proposition 65 - Carcinogens List	WARNING: This product contains chemicals known to the State of California to cause cancer.
Styrene (100-42-5)	
U.S. - Massachusetts - Right To Know List	

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U.S. - New Jersey - Right to Know Hazardous Substance List
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List
 U.S. - Pennsylvania - RTK (Right to Know) List

Quartz

U.S. - Massachusetts - Right To Know List
 U.S. - New Jersey - Right to Know Hazardous Substance List
 U.S. - Pennsylvania - RTK (Right to Know) List

Proprietary 3 – Organic Peroxide

U.S. - Massachusetts - Right To Know List
 U.S. - New Jersey - Right to Know Hazardous Substance List
 U.S. - Pennsylvania - RTK (Right to Know) List

Titanium dioxide

U.S. - Massachusetts - Right To Know List
 U.S. - New Jersey - Right to Know Hazardous Substance List
 U.S. - Pennsylvania - RTK (Right to Know) List

Talc

U.S. - Massachusetts - Right To Know List
 U.S. - New Jersey - Right to Know Hazardous Substance List
 U.S. - Pennsylvania - RTK (Right to Know) List

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 08/10/2015
Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200. This document has been prepared in accordance with standards for workplace safety. The precautionary statements and warnings included might not apply in all cases. Your needs may vary depending on the potential for exposure in your workplace.

GHS Full Text Phrases:

Acute Tox. 4 (Inhalation:dust,mist)	Acute toxicity (inhalation:dust,mist) Category 4
Acute Tox. 4 (Inhalation:vapor)	Acute toxicity (inhalation:vapor) Category 4
Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 1	Hazardous to the aquatic environment - Acute Hazard Category 1
Aquatic Acute 2	Hazardous to the aquatic environment - Acute Hazard Category 2
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 1	Hazardous to the aquatic environment - Chronic Hazard Category 1
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Aquatic Chronic 4	Hazardous to the aquatic environment - Chronic Hazard Category 4
Asp. Tox. 1	Aspiration hazard Category 1
Carc. 1A	Carcinogenicity Category 1A
Carc. 1B	Carcinogenicity Category 1B
Carc. 2	Carcinogenicity Category 2
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Flam. Liq. 3	Flammable liquids Category 3
Org. Perox. B	Organic Peroxide Category B
Org. Perox. C	Organic Peroxide Category C
Org. Perox. D	Organic Peroxide Category D
Skin Irrit. 2	Skin corrosion/irritation Category 2
Skin Sens. 1	Skin sensitization Category 1
STOT RE 1	Specific target organ toxicity (repeated exposure) Category 1
STOT SE 3	Specific target organ toxicity (single exposure) Category 3
H226	Flammable liquid and vapor
H241	Heating may cause a fire or explosion

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H242	Heating may cause a fire
H302	Harmful if swallowed
H304	May be fatal if swallowed and enters airways
H315	Causes skin irritation
H317	May cause an allergic skin reaction
H319	Causes serious eye irritation
H332	Harmful if inhaled
H335	May cause respiratory irritation
H350	May cause cancer
H351	Suspected of causing cancer
H372	Causes damage to organs through prolonged or repeated exposure
H400	Very toxic to aquatic life
H401	Toxic to aquatic life
H402	Harmful to aquatic life
H410	Very toxic to aquatic life with long lasting effects
H412	Harmful to aquatic life with long lasting effects
H413	May cause long lasting harmful effects to aquatic life

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

SDS US (GHS HazCom)

**BID FORM 8B: Bid Form
Acknowledgement and Pricing Proposal**

PROJECT IDENTIFICATION: Sewer Rehabilitation Services

BID IDENTIFICATION AND NUMBER: BID NO. 23-B-005

THIS BID IS SUBMITTED TO: **CITY OF SOUTH DAYTONA
OFFICE OF THE CITY MANAGER
1672 S. RIDGEWOOD AVENUE
SOUTH DAYTONA, FLORIDA 32119**

Name of Bidder: Atlantic Pipe Services, LLC

Mailing Address: 1420 Martin Luther King Jr Blvd

Street Address: 1420 Martin Luther King Jr Blvd

City/State/Zip: Sanford, FL 32771

Phone Number: (407) 792.1360 FAX Number: () info@atlanticpipe.us

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of South Daytona adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I propose and agree, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

I will accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this Bid.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of South Daytona City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum Number: 1 Date: 03/20/23 Addendum Number: _____ Date: _____
Addendum Number: _____ Date: _____ Addendum Number: _____ Date: _____

Please note that the City may award contracts to multiple contractors.

BID

The undersigned offers to furnish all materials, equipment and labor for construction of the "BID NO. 23-B-005, Sewer Rehabilitation Services," for the City of South Daytona, Florida, complete in every respect in strict accordance with the drawings, specifications, exhibits, figures and any future changes therein.

The bid price as outlined in Bid Form 8J is attached.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 28th day of March, 2023.

Atlantic Pipe Services, LLC

(Name of Bidding Firm)

Allan Cagle

(Signature of person signing form)

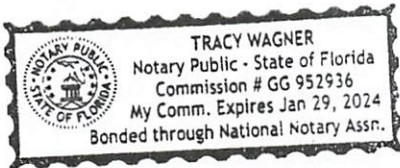
Allan Cagle - President

(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 28 day of March, 2023

he/she is personally known to me or has presented _____ as identification.



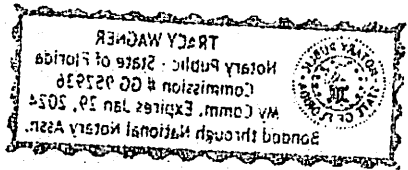
[Signature]
Notary Public
My Commission Expires: 1/29/24

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

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William Wagner



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**BID FORM 8C:
Drug-Free Preference Statement**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Atlantic Pipe Services, LLC

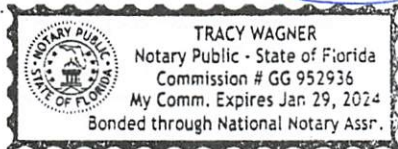
(Name of Bidding Firm)

Allan Cagle
(Signature of person signing form)

Allan Cagle - President
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 23 day of March, 2023 he/she is personally known to me or has presented _____ as identification.



[Signature]
Notary Public
My Commission Expires: 1/29/24

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8D:
Public Entity Crimes Statement**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant who, being by me first duly sworn, made the following statement:

This sworn statement is submitted with Bid, Proposal or Contract No. 23-B-005 for

Sewer Rehabilitation Services. This sworn statement is submitted by

Atlantic Pipe Services, LLC whose business address

is 1420 MARTIN LUTHER KING JR. BLVD, SANFORD, FL 32771 and (if applicable)

its Federal Employer Identification Number (FEIN) is 81-4515509. (If the

entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

My name is Allan Cagle and my relationship to the entity named above is

President.

(relationship such as sole proprietor, partner, president, vice president)

- (1) I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- (2) I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
- (3) I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- (4) I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- (5) Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Atlantic Pipe Services, LLC

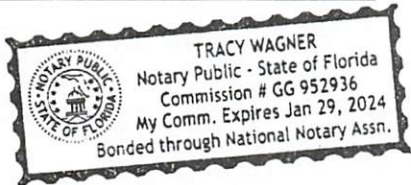
(Name of Bidding Firm)

Allan Cagle
(Signature of person signing form)

Allan Cagle - President
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Seminole

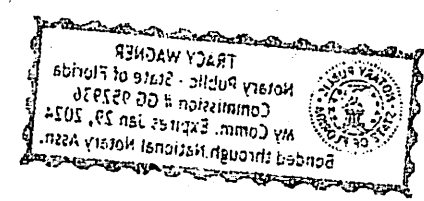
This document was sworn to (or affirmed) and subscribed before me by means of 5 physical presence or ___ online notarization, this 28 day of March, 2023 he/she is personally known to me or has presented ___ as identification.



[Signature]
Notary Public
My Commission Expires: 1/29/24

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

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**BID FORM 8E:
Anti-Collusion Statement**

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF SOUTH DAYTONA.

Allan Cagle
(Signature of person signing form)

Allan Cagle - President
(Printed name and Title of person signing form)

Name of Bidder: Atlantic Pipe Services, LLC

Address: 1420 MARTIN LUTHER KING JR. BLVD

City/State/Zip: SANFORD, FL 32771

Phone Number: (407) 792.1360 FAX Number: () info@atlanticpipe.us

FEIN Number: 81-4515509

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of South Daytona.

NO BID (REASON): N/A

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8F:
Statement of Vendor Qualifications**

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this Form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- (1) Name of Vendor. Atlantic Pipe Services, LLC
- (2) Permanent main office address. 1420 MARTIN LUTHER KING JR. BLVD, SANFORD, FL 32771
- (3) Date organized. 01/01/2017
- (4) If a corporation, where incorporated. Florida
- (5) How many years have you been engaged in the contracting business under your present firm or trade name? 5.3 yrs
- (6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached list
- (7) General character of work performed by your company. Storm and Sewer Cleaning, Inspections and Repairs
- (8) Have you ever failed to complete any work awarded to you? If so, where and why? No
- (9) Have you ever defaulted on a contract? If so, where and why? No
- (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See References
- (11) List your major equipment currently owned or leased. See attached equipment spreadsheet
- (12) Experience in work similar to this type of project. See attached similar work / project flow
- (13) Background and experience of the principal members of your organization, including the officers. 3 resumes attached
- (14) The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Vendor Qualifications.

Atlantic Pipe Services, LLC
(Name of Bidding Firm)

Allan Cagle
(Signature of person signing form)

Allan Cagle - President
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Seminole

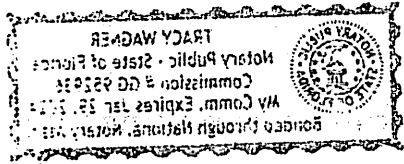
This document was sworn to (or affirmed) and subscribed before me by means of physical presence or ___ online notarization, this 28 day of March, 20 23, he/she is personally known to me or has presented ___ as identification.



[Signature]
Notary Public
My Commission Expires: 1/29/24

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(6) CONTRACTS ON HAND

Contract #	Authority	Services	Contract Start	Contract End	Description
IFB-603507-19/BJC	Seminole County	Storm Cleaning and Inspections	August 2022	August 2023	This is a Term Contract for Services on an "as-needed" basis
IFB-604150-21/LNF	Seminole County	Storm CIPP Lining and MH Rehabilitation	October 2021	September 2024	This is a Term Contract for Services on an "as-needed" basis
21-MCC-ATL-13188	St Johns County	Storm/Sewer Cleaning, Inspections, CIPP	February 2023	February 2024	This is a Term Contract for Services on an "as-needed" basis
B-21-32	Brevard County	Storm CIPP	April 2021	April 2024	This is a Term Contract for Services on an "as-needed" basis
IFB22-0161	City of Orlando	Sanitary CIPP and Manhole Rehab	March 2023	March 2024	This is a Term Contract for Services on an "as-needed" basis
ITB-23-2026-KC	FDOT District 2	Storm Cleaning and Inspections	April 2023	April 2026	This is a Term Contract for Services on an "as-needed" basis
22-B-112LS	Volusia County	Sanitary Cleaning, Inspections, and CIPP Lining	August 2022	August 2025	This is a Term Contract for Services on an "as-needed" basis
20-133	Toho Water Authority	Sanitary Sewer Cleaning and Inspections	November 2020	November 2023	This is a Term Contract for Services on an "as-needed" basis

(11) Equipment

EQUIPMENT NUMBER	EQUIPMENT DESCRIPTION	EQUIPMENT TYPE	FUEL TYPE	Month Took Possession
BT001	2014 ISUZU	BOX TRUCK	Diesel	8/8/2019
CT001	2017 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	5/10/2017
CT002	2018 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	10/30/2017
CT003	2018 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	7/23/2018
CT004	2018 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	11/27/2018
CT005	2019 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	5/30/2019
CT006	2018 FORD CAMERA VAN E450	TV TRUCK	Unleaded	8/13/2019
CT007	2019 FORD CAMERA TRUCK F550 4x4 Lateral Launch	TV TRUCK	Diesel	8/17/2020
CT008	2019 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	8/17/2020
CT009	2019 FORD CAMERA TRUCK F550 4x4 Lateral Launch	TV TRUCK	Diesel	10/7/2020
CT010	2020 Ford F550 4WD CAMERA TRUCK WITH CUTTER	TV & CUTTER TRUCK	Diesel	10/7/2020
CT011	2021 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	11/19/2021
CT012	2021 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	11/19/2021
CT014	2021 Ford F550 4WD CAMERA	TV TRUCK	Diesel	9/28/2021
CT015	2021 Ford F550 4WD CAMERA	TV TRUCK	Diesel	8/1/2022
CT016	2021 Ford F550 4WD CAMERA	TV TRUCK	Diesel	9/19/2022
CT017	2021 Ford F550 4WD CAMERA	TV TRUCK	Diesel	2/3/2023
CT018	2022 Ford F550 4WD CAMERA TRUCK	TV TRUCK	Diesel	7/7/2022
CT019	2021 Ford F550 4WD Laser CAMERA TRUCK	TV TRUCK	Diesel	7/28/2022
CT020	2022 Ford F550 4WD CAMERA TRUCK	TV TRUCK	Diesel	3/8/2023
GT001	2018 FORD F750 XL	GROUT TRUCK	Diesel	10/23/2018
GT002	2021 FORD F650	GROUT TRUCK	Diesel	6/28/2021
HT001	2020 Kenworth T880	BOILER TRUCK	Diesel	12/30/2019
HT002	2020 Kenworth T880	BOILER TRUCK	DIESEL	11/19/2021
HT003	2020 Kenworth T800	BOILER TRUCK	DIESEL	3/14/2022
SV001	2017 Vactor 114SD Sewer Vacuum Truck	VACTOR	Diesel	12/19/2016
SV002	2018 FREIGHTLINER 114SD	VACALL	Diesel	9/15/2017
SV003	2018 FREIGHTLINER 114SD TRUCK	VACALL	Diesel	12/26/2017
SV004	2018 KENWORTH T880	VACTOR	Diesel	12/19/2018
SV005	2018 Vacall 114SD Sewer Vacuum Truck	VACALL	Diesel	6/5/2019
SV006	2019 Vacall 114SD Sewer Vacuum Truck	VACALL	Diesel	7/8/2020
SV007	2017 Vacall Recycler Sewer Vac Truck	VACALL	Diesel	7/8/2020
SV008	2020 Vactor Standard Sewer Vac Truck	VACTOR	Diesel	3/1/2021
SV009	2017 T900 Vactor Recycler Sewer Vac Truck	VACTOR	Diesel	6/10/2020
SV011	2020 Vactor Standard Sewer Vac Truck	VACTOR	Diesel	10/15/2020
SV013	2019 VACALL 114SD Recycler Sewer Vacuum Truck	VACALL	Diesel	6/15/2021
SV017	2019 VACALL 114SD Recycler Sewer Vacuum Truck	Vacall Recycler	Diesel	10/13/2021
SV018	2021 Vactor Standard Sewer Vac Truck	VACTOR	Diesel	6/28/2021
SV019	2022 Freightliner 114SD Vacall Standard	Vacall	Diesel	8/11/2021
SV020	2021 Freightliner 114SD Vacall Standard	Vacall	Diesel	6/21/2022
SV021	2021 Freightliner 114SD Vacall Standard	Vacall	Diesel	6/21/2022
SV022	2021 Kenworth T880- Vactor	VACTOR	Diesel	7/7/2022
SV023	2022 PETERBILT 567	VACTOR	Diesel	9/19/2022
SV024	Kenworth T880- Vactor	VACTOR	Diesel	10/20/2022
SV025	Freightliner 114SD	VACALL	Diesel	10/20/2022
SV026	2021 Kenworth T880- Vactor	VACTOR	Diesel	12/19/2022
SV027	2021 Freightliner 114SD Vacall Recycler	VACALL	Diesel	9/27/2022
SV028	2022 PETERBILT 567	VACTOR	Diesel	2/21/2023
SV029	Kenworth T880- Vactor	VACTOR	Diesel	2/21/2023
ST001	2019 FORD F550	MECHANIC TRUCK	Diesel	9/13/2019
ST002	2019 FORD F350	MECHANIC TRUCK	Diesel	11/22/2019
ST003	2021 FORD F550 XL	DIVE TRUCK	Diesel	8/24/2021

ST004	2022 FORD F550	MECHANIC TRUCK	Diesel	2/1/2023
T002	2016 FORD F150	TRUCK	Unleaded	11/14/2018
T003	2016 FORD F150	TRUCK	Unleaded	11/14/2018
T007	2019 Ford F250	TRUCK	Diesel	7/8/2019
T009	2019 FORD F-150	TRUCK	Unleaded	6/30/2019
T011	2019 FORD F-150	TRUCK	Unleaded	6/30/2019
T012	2018 FORD F-150	TRUCK	Unleaded	9/13/2019
T014	2019 FORD F-150	TRUCK	Unleaded	1/24/2020
T015	2020 FORD F-150	TRUCK	Unleaded	7/13/2020
T016	2020 FORD F-150	TRUCK	Unleaded	8/1/2020
T017	2020 FORD F-150	TRUCK	Unleaded	8/14/2020
T018	2020 FORD F-150	TRUCK	Unleaded	8/14/2020
T019	2020 FORD F-150	TRUCK	Unleaded	8/14/2020
T020	2020 FORD F-250	TRUCK	Unleaded	1/13/2021
T021	2021 FORD F-150	TRUCK	Unleaded	5/19/2021
T022	2021 FORD F-150	TRUCK	Unleaded	6/21/2021
T023	2021 FORD F-350	TRUCK	Diesel	7/12/2021
T025	2021 Ford F-150 XL	TRUCK	Unleaded	11/12/2021
T027	2021 Ford F150 XLT	TRUCK	Unleaded	1/22/2022
T028	2022 Ford F150 XLT	TRUCK	Unleaded	1/22/2022
T029	2021 Ford F250 Crew Cab	TRUCK	Unleaded	1/22/2022
T030	2021 Ford Supercrew F150XL	TRUCK	Unleaded	2/14/2022
T031	2021 Ford supercrew F150XL	TRUCK	Unleaded	2/14/2022
T032	2021 Ford F350 Flat Bed	TRUCK	Diesel	2/22/2022
T033	2022 Ford F250	TRUCK	Unleaded	4/14/2022
T034	2021 Ford F150 XL Supercrew	TRUCK	Unleaded	4/4/2022
T035	2020 Ford F150 4dr Sport	TRUCK	Unleaded	4/14/2022
T036	2022 FORD F-150	TRUCK	Unleaded	5/2/2022
T037	2022 Ford F350	TRUCK	Diesel	5/25/2022
T038	2020 FORD F-150	TRUCK	Unleaded	6/1/2022
T039	2022 FORD F-150	TRUCK	Unleaded	6/22/2022
T040	2022 FORD F-250	TRUCK	Unleaded	6/22/2022
T041	2022 FORD F-150	TRUCK	Unleaded	6/22/2022
T042	2022 FORD EXPLORER	SUV	Unleaded	7/1/2022
T043	2022 FORD F-150 HYB	TRUCK	Unleaded	8/22/2022
T044	2022 FORD F-550	TRUCK	Diesel	8/1/2022
T045	2022 Ford F-150	TRUCK	Unleaded	8/1/2022
T046	2022 Ford F-150	TRUCK	Unleaded	10/22/2022
T047	2022 Ford F-150	TRUCK	Unleaded	10/1/2022
T048	2023 F-150	TRUCK	Unleaded	2/27/2023
MHT001	2021 Rollin Flatbed Trailer/Cement Spray	Gooseneck Trailer	N/A	3/14/2022
MHT002	2022 Cargo Mate Utility Trailer/Epoxy Spray	Trailer	N/A	3/14/2022
RT002	2020 Arising Industry Trailer	TRAILER	N/A	9/11/2019
RT003	2020 Arising Industry Trailer (grout)	TRAILER	N/A	10/17/2019
RT004	2020 5x10 Utility Trailer	TRAILER	N/A	12/23/2020
RT005	2020 7x20 Utility Trailer	TRAILER/Dive	N/A	1/11/2021
RT006	2021 18x8 Big Tex Trailer	TRAILER	N/A	10/1/2021
RT008	2021 8.5 x 20 x 6'6 Enclosed Trailer	TRAILER	N/A	2/15/2022
RT009	2022 Big Tex 18x8 Trailer	TRAILER	N/A	2/25/2022
RT010	82x16 Tandem Axle Landscape Trailer	TRAILER	N/A	3/23/2022
IT001	2021 8X12 Medium Inversion Trailer	TRAILER	N/A	12/28/2021
LT001	2020 Rausch Trailer w Laser Equipment	TRAILER/LASER	N/A	11/18/2020
LT002	2021 CRMT Trailer w Laser Equipment	TRAILER/LASER	N/A	6/15/2021
LT003	2017 CRMT Trailer w Laser Equipment	TRAILER/LASER	N/A	7/14/2021
LT004	2011 CRMT Trailer w Laser Equipment (For Parts)	TRAILER/LASER		Jul-21

Similar Projects / Project Flow

Atlantic Pipe Services performs sanitary sewer rehabilitation on a routine basis. As submitted previously in this bid package, APS has completed three larger scale projects of similar nature recently; work was performed for Loxahatchee River Environmental District, Sunshine Water, and the City of Winter Park. All projects included pre-inspections for assessment, CIPP lining, and post lining inspection. Project flow is as follows:

Project Plan: Pipeline Cleaning & CCTV Inspection

All effective pipeline rehabilitation projects start with a clear, accurate CCTV inspection. Before a CCTV inspection can be performed, the pipeline must be cleaned. Without proper desilting, the video inspections can be rendered incapable to accomplish or provide incomplete data. Since the goal is to provide a complete assessment of the sewer system, APS believes that it is imperative to give a complete 360 degree view of the pipeline throughout the entire length of each pipe segment in the defined scope of work. Without a proper cleaning, a CCTV operator could be limited in providing an accurate inspection.

For Existing Sewer Pipeline cleaning (depending on the flow in the pipeline) will start with the operator setting a plug up stream to hold back any sewage debris flowing in during the cleaning and inspection process. If necessary, APS will use bypassing to prevent sewer back ups while working on a system. Once plugged a Vacuum Truck will jet out the debris in the pipeline using various hydraulic nozzles to a manhole where the debris are vacuumed up and put into the debris tank on the vac truck. Typically, APS crews will set up on the down stream manhole and let gravity aid them by running the nozzle up stream and pulling the debris back. Once the debris tank is filled up with debris vacuumed from the sewer system, APS will dispose of the debris at an off-site licensed sewage debris disposal location.

Once APS has preformed the cleaning on the pipelines. Crews will then perform a detailed inspection of the pipelines using NASSCO – MACP, LACP, PACP compliant code. Calling out all defects such a specific Cracks, Infiltration, etc. Along with noted defects, the following pieces of information will be inserted into the inspections software: Date, Project, Project #, Street Names, Structure locations and Structure #'s, Distance of pipe surveyed, coordinate locations to the 7th decimal, counter display, begin/end points, pipe diameter, pipe material, pipe shape, precise footage and clock position of all service connections, etc . Sufficient lighting will be ensured on all videos to allow for maximum clarity of the pipeline and the deficiencies. In all instances, the camera head will be centered in the pipe both vertically and horizontally. All APS camera equipment has tilt and pan capabilities to allow an up-close view of any deficiency or potential deficiency. As deficiencies are encountered, operators will stop and

provide clear and focused view of the deficiency and a narrative stating the location of the deficiency and a NASSCO compliant description stating the type of deficiency encountered. All notes in the video such as pipe diameter, pipe length, begin/end points, etc will also be available on the field inspection report that is submitted alongside the video.

After our CCTV inspection takes place, the videos are then submitted to APS' Quality Control Department. Once received, the data is sorted, and the videos/reports are reviewed for accuracy and added to our cloud service. Once uploaded, South Daytona will receive a link with all the videos and reports. This link will be updated with the latest videos/reports as the project progresses. The end goal is to have an organized an accurate database of our findings to turn over to the City so that determinations can be made about the condition and longevity of the existing infrastructure. APS prides ourselves in an organized approach to everything that we do. Video and data management is where our organized and systematic approach are brought to light.

Once the pipeline is evaluated and ready for installation, the following processes for an installation of a manhole to manhole CIPP liner will take place:

Bypass (if necessary) – Mainline flows that cannot be halted by temporarily backing up the pipeline during liner installation and cure shall be bypassed. Bypass capacity (pumps, bypass lines etc.) shall be sized to handle the expected flow during the liner installation and cure time. Flow from service connections (laterals) shall be halted by temporarily backing up the connections during liner installation and cure when the liner covers the service connection openings. Where service flows cannot be temporarily backed up in this manner (due to excessive flows or incoming heads), provisions shall be made for temporary bypassing of service flow using bypass pumping or other suitable means. Homeowners will be given door knocker notification 24-48 hours prior to liner installation.

Traffic Control – Maintenance of Traffic will be coordinated with the Prime contractor and will be in accordance with both applicable FDOT index and MUTCD.

Installation Method

Inversion- The liner will be installed using the inversion process. The inversion process will use either water column inversion or pressurized inversion (water or air). The heads or pressures used shall be in accordance with the head/pressure limits from the manufacturer of the tube. For water column/pressure inversion the effect of pipeline fall of rise shall be considered when applying head/pressure at the inversion location so that the head/pressure anywhere along the run does not exceed allowances for the manufacturer of the tube. The inversion shall proceed in a uniform controlled method and during inversion the head/pressure shall be maintained within a range that facilitates steady and controlled inversion. Unless special circumstances warrant, the head/pressure shall be always maintained in the liner during the inversion. In installations where a pull-in type liner may be used instead of an inversion type liner, pull forces shall be maintained below the rating of the liner manufacturer.

Hot water- circulated within the liner shall be used to elevate the temperature of the resin to effect a cure. During the cure the water in the liner shall be maintained at a head/pressure in accordance with requirements for the specific the size and thickness of the liner. A boiler of sufficient rating shall be used to add heat to the circulating water. Circulating pump(s) and internal hoses shall be sized to provide sufficient circulation of the hot water to

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 407.792.1360
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uniformly heat the liner. The temperature of the circulating hot water shall be monitored at the supply from and return to the boiler. The temperature of the liner outer surface shall be monitored at each end using thermocouples or other suitable measuring devices. After the CIPP liner has changed to a hard state, the cure heating shall be continued maintaining the liner at an elevated temperature for a period dependent on the size, thickness, and ongoing temperature measurements to ensure the full level of cure has been achieved. On completion of the heat cure, the liner shall be cooled down either naturally or by adding cold water to the circulating water while removing water. During cool down the head/pressure in the liner shall be maintained at the cure head. The rate of cool down shall be commensurate with the liner size and thickness to minimize shrinkage and internal stresses.

Steam- flowed through the interior of the liner shall be used to elevate temperature of the resin to effect a cure. Compressed air shall be mixed with the steam as required to moderate the steam temperature to produce a controlled heating of the liner, avoid hot spotting and prevent blistering of the polyurethane coating. The pressure of the steam/air mixture shall be controlled at the injection and venting manifold locations to maintain the required internal pressure on the liner in accordance with the requirements for the carrier tube internal pressure ratings. The temperature of the steam/air mixture shall be controlled and monitored at the mixing manifold. The

temperature of the liner outer surface shall be monitored at each end using thermocouples or other suitable measuring devices. After the CIPP liner has changed to a hard state, the cure heating shall be continued maintaining the liner at an elevated temperature for a period dependent on the size, thickness, and ongoing temperature measurements to ensure the full level of cure has been achieved. On completion of the heat cure, the liner shall be cooled down either naturally or by gradually reducing the amount of heating steam in the steam/air mixture to all air. During cool down the pressure in the liner shall be maintained at the cure pressure. The rate of cool down shall be commensurate with the liner size and thickness to minimize shrinkage and internal stresses.

Service Reconnection

On completion of the cool-down, the liner shall be cut open at each end releasing the water or air (depending on cure method). The top end shall always be opened or vented first (if not already open) to prevent vacuum being generated when water flows out at the downstream end. Where service connections (laterals) require reinstatement through the cured liner, openings shall be cut in the liner wall with a CCTV monitored robotic cutter. The locations for openings shall be as determined by dimpling of the liner at laterals and, where required, by pre-lining measurements made of the locations of the laterals. Depending on the number of laterals to be reinstated, reinstatement may commence by cutting a sufficient opening at each lateral to relieve any standing flow followed by returning to cut each lateral opening out to the full interior size of the existing lateral connection. Lateral reinstatement openings shall be neat, free of jagged edges or lips and conform to the size of the existing service lateral at the sewer.

All lateral connections will be reinstated unless directed otherwise by owner's representative.

Post CCTV Inspection

On completion of all installation and lateral reinstatements, the complete CIPP liner shall be CCTV inspected in accordance with NASSCO PACP specification. The inspection shall be free of steam or vapor

that obscures the picture and the flow level in the sewer shall be held sufficiently low to provide for a clear view of the lined pipeline. During the inspection, each lateral reinstatement shall be clearly visible on the inspection. A copy of the inspection video and log will be delivered as per contract specification.

**BID FORM 8G:
Professional References for Previous Experience**

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services. (Do not include the City of South Daytona)

Reference 1:

<i>Company Name:</i>	Sunshine Water Services
<i>City, State:</i>	Altamonte Springs, FL
<i>Contact Person:</i>	Bryan Gongre
<i>Telephone Number:</i>	321.972.0360
<i>Email Address:</i>	Bryan.Gongre@sunshinewater.com
<i>Description of Goods or Services provided:</i>	Sanitary Sewer Cleaning, Inspections, and Repairs
<i>Contract Amount:</i>	\$933,816.00
<i>Start/End Date of Contract:</i>	7/22/2020 - 2/16/2021

Reference 2:

<i>Company Name:</i>	City of Winter Park
<i>City, State:</i>	Winter Park, FL
<i>Contact Person:</i>	Tom Best
<i>Telephone Number:</i>	407.691.7845
<i>Email Address:</i>	TBest@cityofwinterpark.org
<i>Description of Goods or Services provided:</i>	Bypass Pumping, Cleaning and Televising, CIPP Lining, Manhole Rehab.
<i>Contract Amount:</i>	\$366,074.00
<i>Start/End Date of Contract:</i>	10/1/21 - 9/31/22

Reference 3:

<i>Company Name:</i>	Loxahatchee River District
<i>City, State:</i>	Jupiter, FL
<i>Contact Person:</i>	Kris Dean
<i>Telephone Number:</i>	561.723.8263
<i>Email Address:</i>	Kris.Dean@lrecd.org
<i>Description of Goods or Services provided:</i>	Sanitary Sewer Assessment and CIPP Lining
<i>Contract Amount:</i>	\$990,821.66
<i>Start/End Date of Contract:</i>	2/15/2022 - 12/31/2022

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8H:
Listing of Subcontractors**

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:

<i>Name:</i>	None Anticipated. APS will submit to City if Subcontractors become necessary		
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Subcontractor 2:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Subcontractor 3:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8I:
Cured-in-Place Pipe Specs**

A. REQUIREMENTS

1. The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.
2. The OWNER requires all Customers to be notified a minimum of 5 calendar days of any anticipated flow interruptions. It is the Contractor's responsibility to make said Customer notifications.
3. The CIPP shall be continuous, jointless and structurally sound liner from manhole to manhole. All existing and confirmed lateral connections shall be internally reinstated/reopened. The Contractor will be responsible for sealing all manhole wall and lateral reinstatement connections.
4. The OWNER will pay for installed materials only per the Contract Bid Tabulation Bid Item Unit Cost.
5. All work shall adhere to Occupational Health and Safety Administration (OSHA) standards, current edition.
6. Maintenance of Traffic shall adhere to FDOT Design Standards, Index 600, current edition.

B. REFERENCE SPECIFICATIONS AND STANDARDS

1) This specification references the following American Society for Testing and Materials (ASTM) Standard Specifications, American Water Works Association (AWWA) Specifications and their reference standards, which are made a part hereof by such reference and shall be the latest edition and revision thereof. All work shall comply with the reference standards unless specifically stated otherwise in this Specification.

- a. ASTM D5813 - Standard Specification for Cured-in-Place Thermosetting Resin Sewer Pipe
- b. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- c. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-In-Place Installation of Cured-In-Place Thermosetting Resin Pipe
- d. ASTM D543 - Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents
- e. ASTM D638 - Standard Test Method for Tensile Properties of Plastics
- f. ASTM D790 - Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials
- g. ASTM D792 - Standard Test Methods for Density and Specific Gravity of Plastics by displacement
- h. ASTM F2019-03 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-In-Place Thermosetting Resin Pipe (CIPP)
- i. ASTM D2122-98(2004) - Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

- j. ASTM D2990 - Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

C. PERFORMANCE WORK STATEMENT (PWS)

- 1) The Contractor shall submit, to the OWNER, a Performance Work Statement (PWS) at the pre-construction meeting, which clearly defines the CIPP product delivery in conformance with the requirements of these contract documents. Unless otherwise directed by the OWNER, the PWS shall at a minimum contain the following:
- a. Clearly indicate that the CIPP will conform to the project requirements as outlined in the Description of Work and as delineated in these specifications.
 - b. Where the scope of work is specifically delineated in the contract documents, a detailed installation plan describing all preparation work, cleaning operations, pre-video inspections, by-pass pumping, maintenance of traffic, installation procedure, method of curing, lateral reinstatement, quality control, testing to be performed, final video inspection, warranties furnished and all else necessary and appropriate for a complete CIPP liner installation. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.
 - c. Contractor's description of the proposed CIPP lining technology, including a detailed plan for identifying all existing lateral connections and maintaining all Customer sewer service during CIPP installation.
 - d. A description of the CIPP materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications and/or shall conform to the pre-approved product submission.
 - e. The name and experience of each lead individual performing work on this Contract shall be submitted with the PWS.
 - f. Engineering design calculations, in accordance with the Appendix of ASTM F1216, for each length of liner to be installed including the thickness of each proposed CIPP. It will be acceptable for the Contractor to submit a design for the most severe line condition and apply that design to all of the line sections. These calculations shall be performed and certified by a qualified Professional Engineer. All calculations shall include data that conforms to the requirements of these specifications or has been pre-approved by the OWNER.
 - g. Proposed manufacturers technology data shall be submitted for all CIPP products and all associated technologies to be furnished.
 - h. A detailed description of the Contractor's proposed procedures for removal of roots/blockages in the pipe that may be encountered during the cleaning process.
 - i. A detailed public notification plan shall be prepared and submitted including detailed staged notification to Customers affected by the CIPP installation.

PART 2 – PRODUCTS

A. MATERIALS

1) The CIPP System must meet the chemical resistance requirements of these contract documents. All materials, shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in accordance with the CIPP manufacturer's recommendations to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations, shall be approved by the OWNER. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.

B. FABRIC TUBE

- 1) The fabric tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813 & ASTM F2019.
- 2) The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections. The Contractor shall submit certified information from the felt manufacturer on the nominal void volume in the felt fabric that will be filled with resin.
- 3) The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.
- 4) The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipe in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition.
- 5) The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wet-out) procedure.
- 6) No material shall be included in the fabric tube that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the felt fabric and the activated resin containing a colorant.
- 7) The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.
- 8) Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.

9) The outside of the fabric tube shall be marked every 5 feet with the name of the CIPP manufacturer, manufacturing lot and production footage.

10) The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.

11) The nominal fabric tube wall thickness shall be constructed, as a minimum, to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all of the felt voids for the nominal felt thickness.

C. RESIN

1) The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.

2) It is the desire of the OWNER that the CIPP liner adhere to the walls of the host pipe in as many locations as possible to reduce the likelihood of infiltration through the annular space between the host pipe and liner.

3) Therefore, **the basis of design shall be 100% epoxy resin**, or approved equal. Requests for consideration of equivalent resins other than 100% epoxy shall include a detailed comparison of the benefits & disadvantages (i.e. pros and cons) of the alternate resin system versus the basis of design 100% epoxy resin over the lifecycle of the product.

D. STRUCTURAL REQUIREMENTS

1) The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein:

- a. The CIPP shall be designed as per ASTM standards. The structural properties of the CIPP design shall assume no benefit related to bonding to the original pipe wall.
- b. The design engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 33% of the initial design flexural modulus as determined by ASTM D790 test method. This value shall be used unless the Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor.
- c. The CIPP material shall, at a minimum, meet or exceed the structural properties, as listed below:
 - i. Flexural Strength (Short Term) 4,500 psi (ASTM D790)

- ii. Flexural Modulus of Elasticity (Short Term) 250,000 psi (ASTM D790) iii. Method Cured Composite Per ASTM F1216
- 2) The required structural CIPP wall thickness shall be based, as a minimum, on the physical properties of the cured composite and per the design of the Professional Engineer and in accordance with the Design Equations contained in the appendix of the ASTM standards, and the following design parameters:
- a. Design Safety Factor - 2.0 (1.5 for pipes 36" or larger)
 - b. Creep Retention Factor - 33%
 - c. Ovality - 2% or as measured by field inspection
 - d. Constrained Soil Modulus Per AASHTO LRFD Section 12 and AWWA Manual M45
 - e. Groundwater Depth - As specified or indicated on the Plans
 - f. Soil Depth (above the crown) - As specified or indicated on the Plans
 - g. Live Load - Highway, railroad or airport as applicable
 - h. Soil Load (assumed) - 120 lb/cu. Ft.
 - i. Minimum service life - 50 years
- 3) The Contractor shall submit, prior to installation of the lining materials, certification of compliance with these specifications and/or the requirements of the pre-approved CIPP system. Certified material test results shall be included that confirm that all materials conform to these specification and/or the pre-approved system. Materials not complying with these requirements will be rejected.

E. PRODUCT SUBMITTALS

- 1) The Contractor shall submit the following information:
- a. Manufacturer's certification that the materials to be used meet the referenced standards and these specifications.
 - b. License or certificate verifying Manufacturer's/Licensors' approval of the installer.
 - c. Proposed equipment and procedures for accomplishing the work.
 - d. Tube wet-out & cure method including:
 - i. A complete description of the proposed wet-out procedure for the proposed technology.
 - ii. The Manufacturer's recommended cure method for each diameter and thickness of CIPP liner to be installed. The PWS shall contain a detailed curing procedure detailing the curing medium and the method of application.
 - iii. Design calculations for wall thickness designs to be completed by an Engineer proficient in the pipe design.

PART 3 – CONSTRUCTION

A. PREPARATION AND CLEANING

- 1) Contractor shall perform pre-video inspection of the pipe to be lined. The Contractor shall provide the OWNER a copy of the video in digital format for review and approval.
- 2) The pre-video shall be after the pipe is cleaned.

- 3) The Contractor is responsible to clear the pipe of obstructions that will interfere with the installation and long-term performance of the CIPP.
 - 5) If the pre-video inspection reveals an obstruction, misalignment, broken or collapsed section or sag that was not identified as part of the original scope of work and will prohibit proper installation of the CIPP, the Contractor may be directed by the OWNER to correct the problem(s) prior to lining by utilizing open cut repair methods. The Contractor shall be compensated for this work under a Contract Bid Item.
- 6) The Contractor shall be responsible for confirming the locations of all lateral connections prior to installing and curing the CIPP.
- 7) In the event the status of a lateral connection cannot be adequately defined, the OWNER will make the final decision, prior to installation and curing of the liner, as to the status.
- 8) The Contractor may, under the direction of the OWNER, utilize any of the existing manholes in the project area as installation access points. If a road closure or detour is required due to the location of the gravity sanitary sewer, Contractor must obtain permission from the OWNER and maintenance authority of the road (e.g. City of Edgewater, County of Volusia, Florida Department of Transportation).
- 9) The Contractor shall remove all internal debris from the pipe that will interfere with the installation and the final product delivery of the CIPP as required in these specifications. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. The Contractor shall dispose of all debris at no additional charge to the OWNER. Moving material from manhole section to manhole section shall not be allowed. As applicable, the Contractor shall either plug or install a by-pass pumping system to properly clean the pipe. Precaution shall be taken by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor.
- 10) The liquid portion of the any vacuumed material may be carefully decanted and returned to the OWNER's sanitary collection system at a location designated by the OWNER and only under direct supervision of OWNER's staff. Contractor shall coordinate such decanting operations subject to the availability and convenience of OWNER's staff. Contractor shall retain the solid portion, including any grease, grit, and gross solids, and any liquid in which such solids are entrained for disposal at a properly permitted facility. This allowance for decanting into OWNER's collection system requires continued good faith on the Contractor's part and may be limited or wholly rescinded at any time should OWNER observe or suspect that Contractor is not practicing due care in the adherence to these limitations.
- 11) The Contractor is responsible for construction water. The OWNER can supply the Contractor with a Temporary Construction Water Meter (with proper backflow prevention) provided an account is applied and paid for by the Contractor with the OWNER's Billing Department.

B. BY-PASS PUMPING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. The work covered by this section consists of providing all labor, equipment, material, and supplies and performing all operations required to bypass pump sewage around a manhole or sewer section in which work is to be performed. The Contractor shall be prepared to bypass pump sewage as part of his operations. The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration, shall be considered incidental to the work and no additional compensation will be allowed.

1.02 GENERAL

- A. When the depth of flow in the sewer line being televised or repaired is above the maximum allowable for the proposed work, then the Contractor shall reduce the flow to the level shown below by manual operation of pump stations, plugging or blocking of the flow or by pumping and bypassing of the flow as acceptable to the Engineer. For manual operation of pump stations, the Contractor shall coordinate such operations with the appropriate City personnel. Plugging or blocking of the flow shall only be allowed when the Contractor can demonstrate that the upstream gravity collection system can accommodate the surcharging without any adverse impact.
- B. The depth of flow in the sewer line being televised or repaired shall not exceed that shown for the respective pipe sizes and for the operations indicated.
- C. Initial Television Inspection. For the initial television inspection, the sewer line shall be blocked completely. No flow, except infiltration, will be allowed through the sewer line.
- D. Television Inspection Before and After Lining Installation. For the television inspection before and after lining installation the sewer line shall be blocked completely. No flow, except infiltration before lining, will be allowed through the sewer line.
- E. Other Television Inspection, including Warranty.

Pipe Size	Maximum Depth of Flow
6" – 10" Pipe	20 Percent (20%) of Pipe Diameter
12" – 24" Pipe	25 Percent (25%) of Pipe Diameter
Above 24" Pipe	30 Percent (30%) of Pipe Diameter

F. Television Inspection After Joint Testing/Sealing. For the television inspection after joint testing/sealing the sewer line shall be blocked completely. No flow will be allowed through the sewer line.

G. Joint Testing/Sealing

Pipe Size	Maximum Depth of Flow
6" – 10" Pipe	20 Percent (20%) of Pipe Diameter
12" – 24" Pipe	30 Percent (30%) of Pipe Diameter
Above 24" Pipe	35 Percent (35%) of Pipe Diameter

H. Pipe Lining Installation. For the pipe lining installation, the sewer line shall be blocked completely. No flow, except infiltration, will be allowed through the sewer line.

I. Manhole Repairs. For manhole repairs, the flow through the manhole shall be controlled or blocked completely, as required, to properly complete the repairs as specified.

1.03 SUBMITTALS

The Contractor shall submit a written plan describing his means and methods for flow control and bypass pumping to the Engineer for review.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PLUGGING AND BLOCKING

A. A sewer line plug shall be inserted into the line upstream of the section being televised or repaired. The plug shall be so designed that all or any portion of the upstream flow can be released. During the television inspections and repair operations the flow through the line

being worked shall be reduced to within the maximum limits stated above. After the work has been completed, the flow shall be restored to normal.

3.02 PUMPING AND BYPASSING

- A. When pumping and bypass pumping is required, as determined by the Engineer, the Contractor shall supply all necessary pumps, conduits, and other equipment to divert the flow around manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, engine shall be equipped in a manner to keep noise to a minimum.

3.03 FLOW CONTROL PRECAUTIONS

- A. When flow in a sewer line is plugged, blocked or bypassed by the Contractor, he shall take sufficient precautions to protect the public health and to protect the sewer lines from damage that might result from sewer surcharging. Further, the Contractor shall take precautions to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved and he shall be responsible for any damage resulting from his flow control operations.
- B. When flow in a sewer line is plugged or blocked by the Contractor, he shall monitor the conditions upstream of the plug and shall be prepared to immediately start bypass pumping, if needed. Any liquid or solid matter which is bypass pumped from the sewer collection system shall be discharged to another sewer manhole or appropriate vehicle or container only. No such liquid or solid matter shall be allowed to be discharged, stored, or deposited on the ground, swale, road, stormwater drainage system or open environment. The Contractor shall protect all pumps, conduit and other equipment used for bypass pumping from traffic.
- C. Should the liquid or solid matter from the sewer collection system be spilled, discharged, leaked, or otherwise deposited to the open environment as a result of the Contractor's flow control operations, he shall be responsible for all cleanup and disinfection of the affected

area and all costs associated with same. The Contractor shall also be responsible for notifying the sewer system operating personnel and appropriate regulatory agencies and performing all required cleanup operations at no additional cost to the Owner.

C. INSTALLATION OF LINER

- 1) Neither the CIPP system, nor its installation, shall cause adverse effects to any of the OWNER's processes or facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Contractor shall notify the OWNER and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements.
- 2) The CIPP liner shall be installed and fully cured prior to installation of a Manhole Liner.
- 3) The Contractor shall clean-up, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule clean-up in a manner to cause the least possible obstruction and inconvenience to Customers, traffic, pedestrians, businesses, etc.
- 4) The CIPP liner shall be installed and cured in the host pipe in accordance with the CIPP manufacturer's recommendations as described and submitted in the PWS.
- 5) The CIPP liner shall be constructed of materials and methods, that when installed, shall provide a continuous, jointless and structurally sound liner from manhole to manhole able to withstand all imposed static and/or dynamic loads, and free of all defects that will affect the long term life and operation of the pipe.
- 6) CIPP installation shall be in accordance with the applicable ASTM standards with the following modification:
 - a. The wet-out tube shall be positioned in the pipe using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- 7) Prior to installation, and in accordance with the CIPP manufacturer's recommendations, remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.
- 8) Curing shall be accomplished by utilizing the appropriate medium in accordance with the CIPP manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles. The CIPP manufacturer's recommended cure schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.
- 9) The CIPP liner shall not be installed through a manhole. Each liner shall begin and end at a manhole.

D. COOL DOWN

- 1) The Contractor shall cool the liner in accordance with the CIPP manufacturer's recommendations as described and outlined in the PWS.
- 2) Temperatures and curing data shall be monitored and recorded, by the Contractor, throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP manufacturer's recommendations.

E. FINISH

- 1) The installed CIPP shall be continuous over the entire length of a pipe section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and delamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.
- 2) Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor's expense, in accordance with the procedures submitted under Part 3, G. CIPP Repair/Replacement.
- 3) The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
- 4) The connection at the host pipe interface with all service laterals shall be sealed to provide a water tight seal. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
 - 3) If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight liner in accordance with the CIPP manufacturer's recommendations.

F. MANHOLE AND LATERAL CONNECTIONS

- 1) A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole walls and at all lateral connections in accordance with the CIPP manufacturer's recommendations.
- 2) The maximum a lateral can be plugged is 8 hours. Lateral connections may not remain plugged overnight.
- 3) Laterals shall be internally reinstated unless indicated otherwise in the contract documents.
- 4) Lateral reinstatement shall be made after the CIPP has been installed, fully cured, and cooled down. It is the Contractor's responsibility to make sure that all lateral connections are reinstated.
- 5) All existing and confirmed lateral connections shall be internally reinstated/re-opened to their original shape and capacity (minimum 95%) using a CCTV camera and remote cutting tool. Lateral connections shall not be cut more than 100% of the original shape or capacity.
- 6) In the event that lateral reinstatements result in openings that are greater than 100% of the original opening, the Contractor shall install a CIPP type repair, sufficiently in size, to repair the over-cut lateral opening, at no additional charge to the OWNER.

- 7) The edges of the opening shall not have pipe fragments or liner fragments, which may obstruct flow or snag debris. All over-cut lateral connections will be properly repaired to meet the requirements of these specifications.
- 8) Pipe coupons resulting from lateral reinstatements shall be collected at the downstream manhole prior to leaving the site. At no time shall coupons be left in the gravity sanitary sewer system.

G. CIPP REPAIR/REPLACEMENT

- 1) Occasionally installation will result in the need to repair or replace a defective CIPP. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be accordance with the CIPP manufacturer's recommendations and shall be submitted as part of the PWS.
- 2) Defects in the installed CIPP that will not affect the operation and long term life of the product shall be identified and defined.
- 3) Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.
- 4) Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

PART 4 – FINAL COMPLETION

A. TESTING

- 1) The Contractor shall have an independent testing lab analyze finished liner regarding the ASTM standards for Tensile Properties, Flexural Modulus, Chemical Resistance and wall thickness (or as specified by the OWNER). Samples shall be taken from manhole cutoffs and lateral coupons.
- 2) A minimum of 1 sample shall be taken of the first segment installed at each location specified in the Contract Bid Documents.
- 3) A minimum of 2 samples shall be taken for each 2,500 linear feet of liner installed or for each manufacturing lot.
- 4) The laboratory results shall identify the test sample location as referenced to the nearest manhole and station.
- 5) If properties tested do not meet minimum requirements, the liner shall be repaired or replaced by the Contractor, at no cost to the OWNER.
- 6) The installed liner thickness shall be measured for each line section installed. If the liner thickness does not meet these specifications then the liner shall be repaired or removed by the Contractor at no cost to the OWNER. The liner thickness shall have tolerance of minus 5% plus 50%. The Contractor may use industry proven, non-destructive methods for confirming the thickness of the installed liner.

- 7) The Contractor shall furnish removable sizing sleeves, when possible, to collect liner samples, which accurately replicate the hose pipe diameter.
- 8) All liner testing and repairs to the installed CIPP shall be completed before Final Completion and Final Payment to the Contractor.

B. INSPECTIONS

- 1) Contractor shall perform a post-video inspection of the lined pipe. The Contractor shall provide the OWNER a copy of the video in digital format for review and approval.
- 2) Immediately prior to conducting the post-video, the Contractor shall thoroughly clean the newly installed liner removing all debris and buildup that may have accumulated.
- 3) The post-video shall be after the installation of the CIPP and all laterals are reinstated.
- 4) The post-video will visual inspect the finished liner as follows:
 - a. Shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects.
 - a. Shall maintain the overall hydraulic capacity of the original pipe diameter. In those cases where full capacity cannot be achieved after liner installation, the Contractor shall submit a request to waive this requirement, together with the reasons for the waiver request. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- 2) The post-video shall be submitted to the OWNER within ten (10) working days of the liner installation. The data shall note the inspection date, location of all reconnected side sewers, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges.
- 3) If post installation inspection documentation is not submitted within Ten (10) working days of the liner installation, the OWNER may at its discretion suspend any further installation of CIPP until the post-installation documentation is submitted. As a result of this suspension, no additional working days will be added to the contract, nor will any adjustment be made for increase in cost.
- 4) Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewer from entering the pipe during the post-video inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.
- 5) Where leakage is observed through the wall of the pipe, the Contractor shall institute additional testing including but not limited to air testing, localized testing and any other testing that will verify the leak-proof integrity of the installed liner to the satisfaction of the OWNER.

C. AS-BUILTS

- 1) As-Built drawings/reports and pre & post inspection videos shall be submitted to the OWNER for review and approval for Final Completion contract date. As-Built

drawings will include the identification of the work completed by the Contractor and shall be prepared on one set of Contract Drawings provide to the Contractor at the onset of the project.

- 2) As-Built drawings shall be kept on the project site at all times, shall include all necessary information as outlined in the PWS or as agreed to by the OWNER and the Contractor at the start of the Contract and shall be updated as the work is being completed, and shall be clearly legible.

D. WARRANTY

- 1) The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.
- 2) The CIPP manufacturer shall warrant the liner to be free from defects in raw materials for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the OWNER.
- 3) The Contractor shall warrant the CIPP installation for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the OWNER.
- 4) During the CIPP manufacturer and Contractor warranty period, any defect found that may materially affect the integrity, strength, function and/or operation of the pipe shall be repaired at the Contractor's expense in accordance with procedures included in Part 3, G. CIPP Repair/Replacement at no cost to the OWNER.
- 5) The OWNER may inspect all or portions of the lined pipe during the warranty period and if found that any of the liners have developed abnormalities since the time of Final Completion, the abnormalities shall be repaired and/or replaced as defined in Part 3, G.
CIPP Repair/Replacement at no cost to the OWNER.

END OF SECTION



1420 Martin Luther King Jr Blvd
 Sanford, FL 32771
 (407) 792-1360
 info@atlanticpipe.us

PROPOSAL

4200

CUSTOMER: CITY OF GREEN COVE SPRINGS	PHONE: 904-297-7500	DATE: 07/17/2024
STREET: 321 Walnut Street	JOB NAME: The Cove Repairs	
CITY/STATE/ZIP: Green Cove Springs, FL, 32043	JOB LOCATION: Buccaneer Blvd & Anne Bonney Dr, Green Cove Springs, FL,	
ATTN: Greg Bauer	E-MAIL: gbauer@greencovesprings.com	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
<i>Seq: Storm Standard Services</i>				
31.00	Pressure Grout 18" Storm or Sewer	EA	1,050.00	32,550.00
1.00	Pressure Grout 24" Storm or Sewer	EA	1,050.00	1,050.00
5.00	Plugging and Dewatering	DYS	3,900.00	19,500.00
3.00	Traffic Control/ MOT Set-Up and Monitoring- 4'x18 Sectional Liner Crew	EA	1,850.00	5,550.00
TOTAL				58,650.00

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS

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PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

- 1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate
- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is committed to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

Work to be performed per terms of Contract 23 B-005 between Atlantic Pipe Services and The City.

1420 Martin Luther King Jr Blvd
 Sanford, FL 32771
 (407) 792-1360
 info@atlanticpipe.us

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- Local Dump-Site for safe disposal of debris / waste material removed from Project Location
- Local Metered Water Source
- Exposure of structures and access to all work areas without delay
- Stabilized Access to Work Areas - Two Wheel Drive Accessible
- Access to secure site for equipment storage
- Maintenance of Traffic - If Applicable

CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Cassie Winters-Smith - Project Estimator	DATE	7/17/2024
SIGNATURE	Cassie Winters-Smith <small>Digitally signed by Cassie Winters-Smith DN: cn=Cassie Winters-Smith, o=Atlantic Pipe Services, ou=United States, c=US, email=Cassie.Winters-Smith@atlanticpipe.us, Reason: I am the author of this document Location: Date: 2024.07.17 13:05:04-00</small>		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		DATE	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

Item #14.

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Seminole, Florida, 32771
(Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

1420 Martin Luther King Jr Blvd
 Sanford, FL 32771
 (407) 792-1360
 info@atlanticpipe.us

PROPOSAL

4145

CUSTOMER: CITY OF GREEN COVE SPRINGS-	PHONE: 904-297-7500	DATE: 07/12/2024
STREET: 321 Walnut Street	JOB NAME: The Cove - CIPP	
CITY/STATE/ZIP: Green Cove Springs, FL, 32043	JOB LOCATION: Buccaneer Blvd., Green Cove Springs, FL, 32043	
ATTN: Greg Bauer	E-MAIL: gbauer@greencovesprings.com	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
<i>Seq: Storm CIPP</i>				
1.00	Day Rate: Multiple Locations	EA	4,250.00	4,250.00
5.00	Mobilization Per Vehicle: MOT	EA	1,850.00	9,250.00
9.00	CIPP Liner EQ Site Set-Up Per Run	EA	450.00	4,050.00
732.00	Storm Pipe Lining 18" Diameter: 9mm	LF	94.60	69,247.20
236.00	Storm Pipe Lining 24" Diameter: 10.5mm	LF	120.05	28,331.80
120.00	Storm Pipe Lining 30" Diameter: 13.5mm	LF	150.09	18,010.80
18.00	Mainline Invert Reinstatement	EA	865.00	15,570.00
1,088.00	CCTV/Video Post Installation	LF	2.25	2,448.00
10.00	Root Intrusion Removal	HR	275.00	2,750.00
TOTAL				153,907.80

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PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

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- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is committed to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

1. Proposal based on prices contained in a contract between Atlantic Pipe Services and City of South Daytona No.23-B-005.
2. Pricing will be based on actual field measurements center of manhole to center of manhole per contract.
3. Price quoted does NOT include point repairs prior to/after installation.
4. Liner(s) to be installed per ASTM 1216 and manufacturer's specification.
5. Others to dewater/bypass flows from force mains for duration of installation (If required).
6. Others to provide reasonable access to line(s) to be rehabilitated.
7. Pricing includes Temporary Traffic Control, limited to 36inch Cones and Construction Ahead Signs.

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Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
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	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- Local Dump-Site for safe disposal of debris / waste material removed from Project Location
- Local Metered Water Source
- Exposure of structures and access to all work areas without delay
- Stabilized Access to Work Areas - Two Wheel Drive Accessible
- Access to secure site for equipment storage
- Maintenance of Traffic - If Applicable

CUSTOMER RESPONSIBILITIES

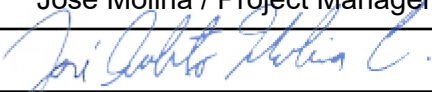
Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Jose Molina / Project Manager	DATE	7/12/2024
SIGNATURE			

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		DATE	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

Item #14.

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sebring, Florida, 32771
(Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

1420 Martin Luther King Jr Blvd
 Sanford, FL 32771
 (407) 792-1360
 info@atlanticpipe.us

PROPOSAL

3229

CUSTOMER: CITY OF GREEN COVE SPRINGS	PHONE: 904-297-7500	DATE: 04/30/2024
STREET: 321 Walnut Street	JOB NAME: The Cove Root Removal	
CITY/STATE/ZIP: Green Cove Springs, FL, 32043	JOB LOCATION: Buccaneer Blvd & Anne Bonney Dr, Green Cove Springs, FL,	
ATTN: Greg Bauer	E-MAIL: gbauer@greencovesprings.com	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
2.00	Day Rate: Multiple Locations	EA	4,250.00	8,500.00
2.00	Easement Access	EA	550.00	1,100.00
2.00	Plugging and Dewatering	DYS	3,900.00	7,800.00
			TOTAL	17,400.00

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

- 1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum will be billed at the hourly rate
- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is committed to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

Work to be performed per terms of Contract 23-B-005 between Atlantic Pipe Services and The City.

1420 Martin Luther King Jr Blvd
 Sanford, FL 32771
 (407) 792-1360
 info@atlanticpipe.us

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- Local Dump-Site for safe disposal of debris / waste material removed from Project Location
- Local Metered Water Source
- Exposure of structures and access to all work areas without delay
- Stabilized Access to Work Areas - Two Wheel Drive Accessible
- Access to secure site for equipment storage
- Maintenance of Traffic - If Applicable

CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Cassie Winters- Smith - Project Estimator	DATE	4/30/2024
SIGNATURE	Cassie Winters-Smith <small>Digitally signed by Cassie Winters-Smith DN: cn=Cassie Winters-Smith, o=Atlantic Pipe Services, ou=Atlantic Pipe Services, email=Cassie.Winters-Smith@atlanticpipe.us, c=US, ou=United States, st=US, United States</small>		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		DATE	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

Item #14.

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771
(Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

- Parking
- Sidewalks
- Landscape
- Bike Lanes
- Pedestrian and Vehicular movement and interaction.

Attached to this staff report, you will find excerpted pages from the Walnut Street Design Study (Pages 1-11) and one sheet that resulted from the 5-day charette associated with the Downtown Master Plan (Page 12). Based on all the public, stakeholder, professional and Council input from the previously mentioned studies, staff is moving forward with design as follows:

1. The 400 Block of Walnut Street (Palmetto to Orange) – Proposed Option 1 on page 5 of the attached excerpted sheets. This option offers the best combination of bike and pedestrian mobility, retention of some on-street parking and maximization of sidewalk space for outdoor sales or dining.
2. The 300 and 200 Block of Walnut Street (Orange to the River) – Following Page 12 from the design charette, we will move forward with the assumption that the ultimate goal is to line the streets with buildings while maximizing on-street parking. Proposed Option 1 will be the basis for design and be adapted as appropriate.
3. The roadway surface will be real brick from Palmetto to Magnolia. Beyond those areas, the surface of Walnut Street will be stamped asphalt to be re-painted regularly. Intersections will vary. The surface of side streets will be determined based on the life-cycle costs of those streets along with aesthetics.
4. The sidewalks will be concrete with brick inlay bands.
5. The other design concepts and considerations in the attached pages will be included in the project as appropriate including but not limited to:
 - a. The mid-block crossing with planting beds and removable bollards shown on page 4
 - b. Proposed improvements to the pedestrian connection
 - c. Landscaping and lighting improvements.

The next steps will be to reach out to one of our continuing services engineers to design the project. Staff will discuss with the engineer the most economical way to review and design the area that is bounded by Palmetto Ave on the west, Center Street on the north, the River on the east and Cove Street on the south. The intent is that the first phase of construction will include total permanent construction of the Walnut Street right-of-way from Palmetto to the River, to the extent practical. Staff will also include cosmetic and surface parking improvements throughout the design area to the extent practical while minimizing sunk costs when permanent construction does occur.

(END BACKGROUND FROM MARCH 15, 2022 MEETING)

Included in the backup materials this evening are selected sheets from the current plan set that show the proposed roadway, hardscape and landscape improvements.

The design portion of the project is behind schedule for two reasons. First, about two months into the design, the project manager from WGI left the company and there was no communication through the transition. This led to a significant learning curve for the new project manager. Second, the engineer’s cost estimate came in significantly over budget, so the City and engineering team have been working continuously over the last few months on value engineering options to reduce the estimated cost without sacrificing the desired project elements. Following is the anticipated schedule as of this writing:

<u>Milestone</u>	<u>Date</u>
Submit SJRWMD permit for parking lot	March 3, 2023
Update Council with options for value-engineering	March 7, 2023
Public Update Workshop	March 23, 2023
100% plans completed	April 1, 2023
Receive SJRWMD construction permit	April 28, 2023
Advertise Project for bid	May 4, 2023
Bids due	June 1, 2023
Council Award bid	June 20, 2023
Notice to Proceed (Construction Begins)	July 3, 2023
Construction Complete (9 months)	March 30, 2024

This update is being provided to Council this evening to answer any questions prior to bid advertisement. Staff will conduct a workshop on March 23 at 6:30 PM to provide an update to the public, with special emphasis on the affected property owners immediately adjacent to the project. Once the plans are complete and the SJRWMD permit is issued, we will advertise the project for bid and bring back to Council for an award recommendation.

(END BACKGROUND FROM MARCH 7, 2023 MEETING)

Per the schedule given at the March 7 Council meeting, the bid was advertised May 4, 2023 with an opening date of June 6, 2023. There were at least nine (9) general contractors that downloaded the plans from the city website, but only one bid was received. That bid was in the amount of \$5,656,747, almost double the engineer’s estimate, from CGC, Inc. Staff reached out to the non-responsive bidders and most indicated that the project was too complicated to take on while they have a full plate of easier projects at present. Therefore, city staff decided to work with the low bidder to reduce the cost to an awardable amount.

Since then, CGC and city staff have been working diligently to analyze the bid. We verified that the quantities of work estimated by CGC matched the quantities of work estimated by the design engineers, WGI. We evaluated the removal of certain scopes of work to reduce the project. Council should keep in mind from the previous update that staff had already worked with WGI on value-engineering, so there was very little left to value-engineer the project without losing the desired design components of this streetscape and walkability project. In the end, staff felt that the removal of components such as landscaping, lighting and hardscape would not be acceptable given the nature and intent of the project.

Therefore, staff asked CGC to provide quotes for phases; (1) to complete all work from Palmetto Ave to Orange Ave, and (2) to complete all work from Palmetto Ave to Magnolia Ave. Simultaneously, city staff worked to obtain quotes for various project components as if we were the general contractor, since

we were also considering this option. However, we were unsuccessful in obtaining bids from some of the trades.

CGC provided a price of \$2,392,751.00 for the block from Palmetto Ave to Orange Ave as a base bid and a price of \$779,996.00 to add the block from Orange Ave to Magnolia Ave. This total amount of \$3,172,747.00 is proportionate to the same scope of work in the breakdown of the engineers estimate, so staff feels this is a reasonable price based on the initial bid and the revised scope of work. Staff recommends awarding Bid 2023-08 with the revised scope and revised price to CGC as presented. CGC estimates that work can begin in January 2024 given their current workload and take approximately six (6) months to complete. If Council approves this award, the City will work with the property owners in this area regarding schedule and access to create the least impact to their businesses as possible.

FISCAL IMPACT

Funding is available from:

- Approximately \$1,000,000 in the FY 23 budget that was not expended on the Public Works Compound (in anticipation that it would be needed for this project).
- Funding programmed for this project in the FY 23 budget.
- Funding programmed for this project in the FY 24 budget.
- **Original Contract Amount- \$3,172,747.00**
- **Remaining contract Amount- \$725,017.30**

RECOMMENDATION

Approve Pay Application #4- Walnut Street Improvements, to provide roadway, utility, pedestrian and streetscape improvements on Walnut St from Palmetto Ave to the River to CGC, Inc. in the amount \$532,539.38.

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER **City of Green Cove Springs**
 Attn: Mike Null
 321 Walnut Street
 Green Cove Springs, FL 32043

FROM CONTRACTOR:
CGC, Inc.
 7036 12th Street W.
 Jacksonville, Florida 32220

PROJECT: **Walnut Street Improvements**
Green Cove Springs, Florida

VIA ARCHITECT: **WGI, Inc.**
 4371 US Hwy 17 S.
 Ste 203
 Fleming Island, FL 32003

AIA DOCUMENT G702
 APPLICATION NO: **4-FOUR**

PERIOD TO: **7/31/2024**

PROJECT NOS: **2023-08**

PO DATE: **9/19/23**

PAGE ONE OF TWO PAGES

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	

Item #15.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>3,172,747.00</u>
2. Net change by Change Orders	\$	<u>32,232.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>3,204,979.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>2,610,486.00</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>\$130,524.30</u>
b. <u>0</u> % of Stored Material (Column F on G703)	\$	<u>Included in above</u>

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>2,479,961.70</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>1,947,422.32</u>
8. CURRENT PAYMENT DUE	\$	<u>532,539.38</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>725,017.30</u>

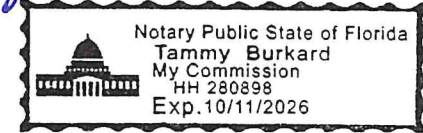
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$32,232.00	
TOTALS	\$32,232.00	\$0.00
NET CHANGES by Change Order	\$32,232.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **CGC, Inc.**

By: Date: 07/26/24
 Richard C. Gaskin, Jr., President

State of: FL County of: Duval
 Subscribed and sworn to before me this 26th day of July, 2024
 Notary Public: , Tammy Burkard
 My Commission expires: 10/11/26



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 4-FOUR

Contractor's signed certification is attached.

APPLICATION DATE: 7/26/2024

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 7/31/2024

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: 2023-08

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	BASE BID - WEST (Palmetto Ave. to US17/Orange Ave.)	\$2,392,751.00	\$2,049,918.23	\$294,421.97	\$0.00	\$2,344,340.20	97.98%	\$48,410.80	\$117,217.01
2	ALTERNAT #1 - EAST (US17/Orange Ave. to Magnolia Ave.)	\$779,996.00	\$0.00	\$233,913.80	\$0.00	\$233,913.80	29.99%	\$546,082.20	\$11,695.69
3	CO #1 - Phase 1, Removal & Replace Existing Light Pole Bases (4)	\$32,232.00	\$0.00	\$32,232.00	\$0.00	\$32,232.00	100.00%	\$0.00	\$1,611.60
GRAND TOTALS		\$3,204,979.00	\$2,049,918.23	\$560,567.77	\$0.00	\$2,610,486.00	81%	\$594,493.00	\$130,524.30



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** August 6th, 2024

FROM: Greg Bauer, Assistant Public Works Director

SUBJECT: City Council Approve Pay Application #4 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$796,826.43.

BACKGROUND

This project award incorporates two sections of the 2020 CDBG-NR grant that the City received in 2021. This project will construct the sidewalk portion as well as the stormwater portion of the grant project, with the CDBG grant funding \$600,000 of the work.

The city received two bids on this project. Besch and Smith submitted a bid of \$4,963,773.23 and CGC submitted a bid of \$9,111,431.00. The Besch and Smith bid is approximately \$2,000,000 over budget. Staff met with Besch and Smith and identified \$263,413.53 in value engineering opportunities as well as at least \$334,400.50 in direct purchasing opportunities, which will result in approximately \$23,000 in tax savings by the City purchasing the materials directly.

The recommended award amount of \$4,700,359.70 includes the reduction of \$263,413.53 in value engineering items for the stormwater portion of the project. The direct purchase items will be removed from the contract by change order once awarded to realize the tax savings to be applied to the stormwater portion of the project as well. Staff recommends award of the project to Besch and Smith in the amount of \$4,700,359.70.

FISCAL IMPACT

As presented, the sidewalk portion of the project is \$670,223.49. This item is not specifically included in the FY 2024 approved budget; rather it was not completed in FY 2023. This portion of the contract will be funded by:

- \$267,000 in CDBG grant funds, and
- \$403,223.49 in funds re-allocated from the “Dirt Road Paving Program” line item upon Council approval.
 - As discussed during the budget process this year, the City does not intend to use dirt road funding to pave dirt roads.

The stormwater portion of the project represents the remaining \$4,030,136.21. This portion of the project will be funded by:

- \$1,000,000 of unexpended funds from the FY 2023 CIP budget for this project,
- \$333,000 in CDBG grant funds,
- \$1,176,936 in stormwater loan proceeds intended for this project, and

- \$1,520,200.21 in stormwater loan proceeds intended for the Oakridge and Highland project upon Council approval.

This stormwater funding plan along with the incorporation of the \$8,500,000 loan and additional loan-funded projects will be presented to Council at a future meeting in a formal budget amendment.

Original contract price- \$4,030,136.21

Remaining contract amount- \$2,232,318.48

Please note for record keeping purposes pay application #1 was submitted in April with the amount of \$0.00 requested. The contractor began construction on the sidewalk portion of the project during this time period.

RECOMMENDATION

Approve Pay Application #4 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$796,826.43.

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT: West Street Drainage & Highland Ave Sidewalk
West Street
Green Cove Springs, FL 32043

APPLICATION NO. 4

PERIOD TO: 7/31/2024

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR
 PROGRAM MNGR

CONTRACTOR: Besch and Smith Civil Group, Inc.
345 Cumberland Industrial Ct.
St Augustine, FL 32095
904-260-6393

Project # 2023-14

CONTRACT DATE: 4/11/2024

CONTRACT FOR: SITEWORK

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

CHANGE ORDER SUMMARY		
Change Orders approved in	ADDITIONS	DEDUCTIONS
Total	\$0.00	\$0.00
Approved this Month		
Number	Date Approved	
1	6/25/2024	1,461.18
TOTALS		
Net change by Change Orders	\$1,461.18	\$0.00
	\$0.00	\$1,461.18

1. ORIGINAL CONTRACT SUM	\$	4,700,359.70
2. Net Change by Change Orders	\$	1,461.18
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	4,701,820.88
4. TOTAL COMPLETED & STORED TO DATE (Column I on G703)	\$	2,599,476.20
5. RETAINAGE		
a. 5 % of Completed Work	\$	129,973.81
b. 10 % of Stored Material	\$	0.00
Total Retainage (Line 5a + 5b or (Total in Column L of G703)	\$	129,973.81
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	2,469,502.39
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	1,672,675.96
8. CURRENT PAYMENT DUE	\$	796,826.43
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	2,232,318.49

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payments has been completed in accordance with the Contract Documents, that the amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Besch and Smith Civil Group, Inc.

State of Florida, *St Johns*

Subscribed and sworn to before me this date *July 23, 2024*

Tammy Manzy-Stewart

Notary Public, State of Florida
Commission Expires: 03/14/2026
Commission No. HH240430

By:

Nicole Besch / President

7/23/2024

Notary Public

Tammy Manzy-Stewart
My Commission Expires:
3/14/2026

ENGINEER'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the applied for) \$796,826.43

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

OWNER:

By: _____ Date: _____

ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.



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

Item #16.
35 Years
1989-2024
ENGINEERING
EXCELLENCE

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

July 24, 2024

VIA EMAIL

Mr. Greg Bauer, Assistant Public Works Director
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

RE: Contractor's Pay Request No. 4
CDBG 22 NR West Street Drainage Improvements (Highland)
CDBG Contract No. 22DB-OP-04-20-02-N22
City of Green Cove Springs, Florida
Mittauer & Associates, Inc. Project No. 8905-59-1

Dear Mr. Bauer:

We have reviewed Pay Request No. 4 from Besch and Smith Civil Group, Inc. and find it acceptable. We have, accordingly, indicated our approval and are forwarding an electronic copy to you for approval and payment. This pay request totals \$49,497.65.

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

Sincerely yours,
Mittauer & Associates, Inc.

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

JRS/pj
Enclosure
cc: Besch and Smith Civil Group, Inc.

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT: Highlands Ave Sidewalk
West Street
Green Cove Springs, FL 32043

APPLICATION NO. 4
PERIOD TO: 7/31/2024

PAGE ONE OF TWO PAGES

CONTRACTOR: Besch and Smith Civil Group, Inc.
345 Cumberland Industrial Ct.
St Augustine, FL 32095
904-260-6393

Project # 2023-14

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR
 PROGRAM MNGR

CONTRACT DATE: 4/11/2024

CONTRACT FOR: SITEWORK

RECEIVED
JUL 24 2024
MITTAUER & ASSOC., INC.

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in	ADDITIONS	DEDUCTIONS
Total	\$0.00	\$0.00
Approved this Month		
Number	Date Approved	
1	6/25/2024	1,461.18
TOTALS		\$1,461.18
Net change by Change Orders		\$0.00
		\$1,461.18

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payments has been completed in accordance with the Contract Documents, that the amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Besch and Smith Civil Group, Inc.

By:

Nivale Besch / President

7/23/2024

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1.	ORIGINAL CONTRACT SUM	\$	670,223.49
2.	Net Change by Change Orders	\$	1,461.18
3.	CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	671,684.67
4.	TOTAL COMPLETED & STORED TO DATE (Column I on G703)	\$	592,098.01
5.	RETAINAGE		
a.	5 % of Completed Work (Column L on G703)	\$	29,604.90
b.	10 % of Stored Material	\$	0.00
	Total Retainage (Line 5a + 5b or (Total in Column L of G703)	\$	29,604.90
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	562,493.11
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	512,995.46
8.	CURRENT PAYMENT DUE	\$	49,497.65
9.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	109,191.56

State of Florida, *St Johns*

Subscribed and sworn to before me this date *July 23, 2024*

Notary Public

Tammy Manzy-Stewart
My Commission Expires:
3/14/2026

Tammy Manzy-Stewart
Notary Public, State of Florida
Commission Expires: 03/14/2026
Commission No. HH240430

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the applied for) \$49,497.65

OWNER:

By:

Date:

ENGINEER:

By:

Date:

This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

[Signature]

7/25/24

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 4
 APPLICATION DATE: 7/25/2024
 PERIOD TO: 7/31/2024

PROJECT NAME: Highlands Ave Sidewalk

A ITEM NO.	B DESCRIPTION OF WORK	C	D	E	F	G		H	I
		ORIGINAL SCHEDULED VALUE	FROM PREVIOUS APPLICATION VALUE	THIS PERIOD VALUE	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	GENERAL CONDITIONS HIGHLANDS AVE SIDEWALKS	\$120,173.46	\$ 99,083.16	\$ 6,009.00		\$105,092.16	87.45%	\$15,081.30	\$5,254.61
2	SILT FENCE	\$30,756.17	\$ 29,766.33	\$ 989.84		\$30,756.17	100.00%	\$0.00	\$1,537.81
3	INLET PROTECTION	\$12,353.02	\$ 8,717.66			\$8,717.66	70.57%	\$3,635.36	\$435.88
4	NPDES PERMIT AND MONITORING	\$9,546.48	\$ 6,100.23			\$6,100.23	63.90%	\$3,446.25	\$305.01
5	CLEARING GRUBBING AND STRIPPING	\$44,249.53	\$ 44,249.53			\$44,249.53	100.00%	\$0.00	\$2,212.48
6	SAW CUT CONCRETE	\$4,768.98	\$ 4,768.98			\$4,768.98	100.00%	\$0.00	\$238.43
7	SAW CUT ASPHALT	\$1,576.80	\$ 1,576.80			\$1,576.80	100.00%	\$0.00	\$78.84
8	REMOVE EXISTING PLANTERS	\$2,431.22	\$ 2,431.22			\$2,431.22	100.00%	\$0.00	\$121.56
9	SIDEWALK REMOVAL INCLUDES FLUMES	\$1,523.34	\$ 1,523.34			\$1,523.34	100.00%	\$0.00	\$76.17
10	REMOVE ASPHALT (ROADWAY)	\$1,233.54	\$ 1,233.54			\$1,233.54	100.00%	\$0.00	\$61.68
11	REMOVE 6" CONCRETE PAVING	\$4,811.94	\$ 4,811.94			\$4,811.94	100.00%	\$0.00	\$240.60
12	CURB REMOVAL	\$1,875.65	\$ 1,875.65			\$1,875.65	100.00%	\$0.00	\$93.78
13	REMOVE & REPLACE DOT MAILBOX	\$12,394.89	\$ 12,394.89			\$12,394.89	100.00%	\$0.00	\$619.74
14	RELOCATE EXISTING FIRE HYDRANT	\$21,411.45	\$ 21,411.45			\$21,411.45	100.00%	\$0.00	\$1,070.57
15	RELOCATE EXISTING SIGNS	\$2,100.14	\$ 2,100.14			\$2,100.14	100.00%	\$0.00	\$105.01
16	ADJUST WATER METER BOX	\$3,466.92	\$ 3,466.92			\$3,466.92	100.00%	\$0.00	\$173.35
17	ADJUST AT&T HAND BOX	\$3,150.27	\$ 3,150.27			\$3,150.27	100.00%	\$0.00	\$157.51
18	STRIP TOPSOIL (HAUL OFFSITE)	\$15,543.00	\$ 15,543.00			\$15,543.00	100.00%	\$0.00	\$777.15
19	BORROW FILL (TRUCK MEASURE)	\$22,618.08	\$ 22,618.08			\$22,618.08	100.00%	\$0.00	\$1,130.90
20	ROUGH GRADING SITE	\$9,355.50	\$ 9,355.50			\$9,355.50	100.00%	\$0.00	\$467.78
21	FINE GRADING SITE (ROUGH GRADE MINUS CONCRETE AREAS)	\$16,582.72	\$ 12,000.00			\$12,000.00	72.36%	\$4,582.72	\$600.00
22	6" CONCRETE PAVING	\$50,004.27	\$ 50,004.27			\$50,004.27	100.00%	\$0.00	\$2,500.21
23	TURNDOWN SIDEWALK (SUBCONTRACTOR)	\$5,802.06	\$ 5,802.06			\$5,802.06	100.00%	\$0.00	\$290.10
24	4" CONCRETE SIDEWALK (SUBCONTRACTOR)	\$163,465.20	\$ 163,465.20			\$163,465.20	100.00%	\$0.00	\$8,173.26
25	CONCRETE SIDEWALK RAMPS (SUBCONTRACTOR)	\$25,769.92	\$ 25,769.92			\$25,769.92	100.00%	\$0.00	\$1,288.50
26	18" CITY STANDARD CURB (SUBCONTRACTOR)	\$6,774.88	\$ 6,774.88			\$6,774.88	100.00%	\$0.00	\$338.74
27	SLAB SOD (BAHIA) SUB (FINE GRADE AREAS)	\$14,586.88	\$10,000.00			\$10,000.00	68.55%	\$4,586.88	\$500.00
28	HYDROBLAST EXISTING STOP BARS AND CROSSWALKS	\$600.51		\$ 600.51		\$600.51	100.00%	\$0.00	\$30.03
29	NEW STRIPING STOP BARS AND CROSSWALKS	\$13,042.52		\$ 13,042.52		\$13,042.52	100.00%	\$0.00	\$652.13
30	NEW SIGNAGE INCLUDING SOLAR POWERED SIGN	\$25,354.79				\$0.00	0.00%	\$25,354.79	\$0.00
31	HANDRAIL	\$22,899.36				\$0.00	0.00%	\$22,899.36	\$0.00
32	CO#1	\$1,461.18		\$ 1,461.18		\$1,461.18	100.00%	\$0.00	\$73.06
	TOTAL:	\$671,684.67	\$569,994.96	\$ 22,103.05	\$0.00	\$592,098.01	88.15%	\$79,586.66	\$29,604.90

WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT

REF #902799

The undersigned lienor, in consideration of the sum of \$75,070.94 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to Besch and Smith Civil Group, Inc. on the job of West Street Drainage Project, to the following described property:

Bld #2023-14 City of Green Cove Springs
West Street Drainage Project
Green Cove Springs, Clay County, Florida 32043

This waiver and release does not cover any retainage or labor, services or materials furnished after the date specified, work through June 30, 2024

Dated on July 15, 2024

Lienor's Name: **Rinker Materials**
13100 NW 118 Ave.
Miami, FL 33178

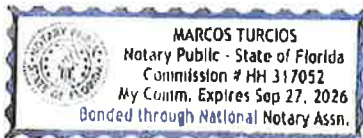
By *Veronica Alfonso*

State of Florida
County of Miami Dade

The foregoing instrument was acknowledged before me this 15 day of July, 2024 by Veronica Alfonso as Credit Manager of Rinker Materials.

Personally known
 Identification

Marcos Turcios
Notary Public, State of Florida
My commission expires: _____



**WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 87,574.65 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to Besch and Smith Civil Group, Inc. on the job of West Street Drainage Project, to the following described property:

**Bid #2023-14 City of Green Cove Springs
West Street Drainage Project
Green Cove Springs, Clay County, Florida 32043**

This waiver and release does not cover any retainage or labor, services or materials furnished after the date specified, work through May 31, 2024.

Dated on 7/2/24

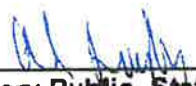
**Lienor's Name: Curb Systems of NE Florida
101 Canova Court
St Augustine, FL 32086**

By  _____

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 2nd day of July, 2024 by Gary L. Alligood as CEO of Curb Systems of NE Florida.

Personally known
 Identification



Notary Public, State of Florida
My commission expires: _____



**WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 2,043.03 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to Besch and Smith Civil Group, Inc. on the job of West Street Drainage Project, to the following described property:

**Bid #2023-14 City of Green Cove Springs
West Street Drainage Project
Green Cove Springs, Clay County, Florida 32043**

This waiver and release does not cover any retainage or labor, services or materials furnished after the date specified, work through June 7, 2024.

Dated on July 2, 2024

**Lienor's Name: United Brothers Development Corp.
6924 Distribution Ave S
Jacksonville, FL 32256**

By [Signature]

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 2nd day of July, 2024 by Derek Dostie as Corp. Secretary of United Brothers Development Corporation.

**Personally known
Identification**

[Signature]
Notary Public, State of Florida
My commission expires: 4-24-27



Brianne Martin
Comm.: HH 389865
Expires: April 24, 2027
Notary Public - State of Florida

0070124

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT: West Street Drainage
West Street
Green Cove Springs, FL 32043

APPLICATION NO. 4

PAGE ONE OF THREE PAGES

- Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR
 PROGRAM MNGR

CONTRACTOR: Besch and Smith Civil Group, Inc.
345 Cumberland Industrial Ct.
St Augustine, FL 32095
904-260-6393

PERIOD TO: 7/31/2024

Project # 2023-14

CONTRACT FOR: SITEWORK

CONTRACT DATE: 4/11/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

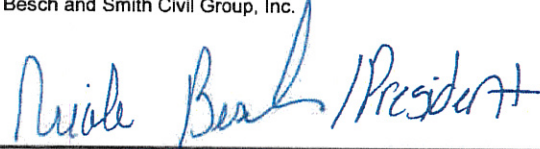
CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in			
Total		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders		\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payments has been completed in accordance with the Contract Documents, that the amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM \$ 4,030,136.21
2. Net Change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 4,030,136.21
4. TOTAL COMPLETED & STORED TO DATE (Column I on G703) \$ 2,007,378.19
5. RETAINAGE
 - a. 5 % of Completed Work \$ 100,368.91 (Column L on G703)
 - b. 10 % of Stored Material \$ 0.00
- Total Retainage (Line 5a + 5b or (Total in Column L of G703) \$ 100,368.91
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 1,907,009.28
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,159,680.49
8. CURRENT PAYMENT DUE \$ 747,328.79
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 2,123,126.93

CONTRACTOR: Besch and Smith Civil Group, Inc.

By:  President 7/23/2024

State of Florida, *St Johns*
 Subscribed and sworn to before me this date *July 23, 2024*
Fanny Manzy-Stewart
 Notary Public, State of Florida
 Commission Expires: 03/14/2026
 Commission No. HH240430
 Notary Public
Fanny Manzy-Stewart
 My Commission Expires:
3/14/2026

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED (Attach explanation if amount certified differs from the applied for) \$747,328.79

OWNER:
 By: *Charles Ni Schmitt PE* Date:
 ENGINEER:
 By: *Charles Ni Schmitt* Date: *7/30/24*
 This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 4

In tabulations below, amounts are stated to the nearest dollar.

APPLICATION DATE: 7/25/2024

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: 7/31/2024

PROJECT NAME: West Street Drainage

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	FROM PREVIOUS APPLICATION VALUE	THIS PERIOD VALUE	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	GENERAL CONDITIONS- WEST ST DRAINAGE	\$659,888.90	\$ 188,332.22	\$ 120,628.00		\$308,960.22	46.82%	\$350,928.68	\$15,448.01
2	SILT FENCE	\$21,776.22				\$0.00	0.00%	\$21,776.22	\$0.00
3	INLET PROTECTION	\$8,745.22				\$0.00	0.00%	\$8,745.22	\$0.00
4	NPDES PERMIT AND MONITORING	\$6,756.62	\$ 1,000.00			\$1,000.00	14.80%	\$5,756.62	\$50.00
5	CLEARING GRUBBING AND STRIPPING	\$34,895.63	\$ 25,000.00	\$ 9,895.63		\$34,895.63	100.00%	\$0.00	\$1,744.78
6	HOLD POWER POLES	\$17,348.02	\$ 17,348.02			\$17,348.02	100.00%	\$0.00	\$867.40
7	SIDEWALK REMOVAL	\$14,221.69	\$ 7,000.00	\$ 3,200.00		\$10,200.00	71.72%	\$4,021.69	\$510.00
8	CURB REMOVAL	\$21,753.60	\$ 12,000.00	\$ 4,000.00		\$16,000.00	73.55%	\$5,753.60	\$800.00
9	ADJUST/RELOCATE WATER VALVES	\$17,563.32		\$ 8,000.00		\$8,000.00	45.55%	\$9,563.32	\$400.00
10	REMOVE 6" CONCRETE PAVING	\$2,882.88		\$ 2,882.88		\$2,882.88	100.00%	\$0.00	\$144.14
11	REMOVE EXIST. CL FENCE	\$2,607.60	\$ 2,607.60			\$2,607.60	100.00%	\$0.00	\$130.38
12	8" SEWER MAIN REMOVAL 5.90LB/LF	\$3,644.40				\$0.00	0.00%	\$3,644.40	\$0.00
13	REMOVE WATERMAIN (8")	\$6,631.20	\$ 6,631.20			\$6,631.20	100.00%	\$0.00	\$331.56
14	REMOVE 18" CMP	\$49,271.82	\$ 5,000.00			\$5,000.00	10.15%	\$44,271.82	\$250.00
15	REMOVE 30" CMP	\$112,403.06	\$ 15,000.00	\$ 25,000.00		\$40,000.00	35.59%	\$72,403.06	\$2,000.00
16	REMOVE 36" CMP	\$59,455.03	\$ 10,000.00	\$ 20,000.00		\$30,000.00	50.46%	\$29,455.03	\$1,500.00
17	REMOVE 54" CMP	\$141,001.50	\$ 92,515.10	\$ 20,000.00		\$112,515.10	79.80%	\$28,486.40	\$5,625.76
18	REMOVE EXISTING PRECAST STRUCTURES (0/4)	\$7,551.48	\$ 2,000.00	\$ 3,000.00		\$5,000.00	66.21%	\$2,551.48	\$250.00
19	REMOVE EXISTING PRECAST STRUCTURES (4/6)	\$14,987.40	\$ 3,000.00	\$ 5,000.00		\$8,000.00	53.38%	\$6,987.40	\$400.00
20	REMOVE EXISTING PRECAST STRUCTURES (6/8)	\$19,482.82	\$ 5,000.00	\$ 5,000.00		\$10,000.00	51.33%	\$9,482.82	\$500.00
21	REMOVE EXISTING PRECAST STRUCTURES (8/10)	\$22,877.26	\$ 10,000.00	\$ 6,000.00		\$16,000.00	69.94%	\$6,877.26	\$800.00
22	REMOVE EXISTING PRECAST STRUCTURES (10/12)	\$16,426.65	\$ 16,426.65			\$16,426.65	100.00%	\$0.00	\$821.33
23	SAW CUT ASPHALT	\$6,531.32	\$ 9,855.49			\$9,855.49	150.90%	(\$3,324.17)	\$492.77
24	R AND R FENCE AT POND	\$4,003.39	\$ 6,531.32			\$6,531.32	163.14%	(\$2,527.93)	\$326.57
25	DEWATER FOR STORM INSTALLATION	\$129,501.73	\$ 32,000.00	\$ 45,000.00		\$77,000.00	59.46%	\$52,501.73	\$3,850.00
26	STRIP TOPSOIL (HAUL OFFSITE)	\$7,446.00	\$ 15,000.00			\$15,000.00	201.45%	(\$7,554.00)	\$750.00
27	BORROW FILL (TRUCK MEASURE) FILL FOR SIDEWALK REMOVAL	\$110,915.00	\$ 17,000.00	\$ 25,000.00		\$42,000.00	37.87%	\$68,915.00	\$2,100.00
28	REMOVAL AND REPLACEMENT OF UNSUITABLE SOILS IN PIPE TR	\$223,968.00	\$ 50,000.00	\$ 65,000.00		\$115,000.00	51.35%	\$108,968.00	\$5,750.00
29	SWALE GRADING	\$3,155.20	\$ 10,000.00			\$10,000.00	316.94%	(\$6,844.80)	\$500.00
30	ROUGH GRADING SITE	\$17,992.92	\$ 5,000.00			\$5,000.00	27.79%	\$12,992.92	\$250.00
31	FINE GRADING SITE (ROUGH GRADE MINUS CONCRETE AREA)	\$21,069.40				\$0.00	0.00%	\$21,069.40	\$0.00
32	FINE GRADING POND SLOPES	\$2,037.74				\$0.00	0.00%	\$2,037.74	\$0.00
33	CURB GRADING	\$9,081.60	\$ 1,000.00	\$ 2,000.00		\$3,000.00	33.03%	\$6,081.60	\$150.00
34	R&R 4" CHAINLINK FENCE	\$10,121.67				\$0.00	0.00%	\$10,121.67	\$0.00
35	8" DR-18 PIPE WATER	\$9,661.80	\$ 9,661.80			\$9,661.80	100.00%	\$0.00	\$483.09
36	CONNECT TO EXIST 8"	\$6,642.46	\$ 6,642.46			\$6,642.46	100.00%	\$0.00	\$332.12
37	8"SDR-26 6/8" GRAVITY SEWER	\$17,208.20				\$0.00	0.00%	\$17,208.20	\$0.00
38	CONNECT TO EXIST (SEWER)	\$20,122.80				\$0.00	0.00%	\$20,122.80	\$0.00
39	SEWER BYPASS PUMPING	\$28,863.63	\$ 28,863.63			\$28,863.63	100.00%	\$0.00	\$1,443.18
40	18" HDPE (0/6") DRAINAGE 7 RUNS	\$69,084.00	\$ 11,019.62	\$ 25,000.00		\$36,019.62	52.14%	\$33,064.38	\$1,800.98
41	18" HDPE (6/8") DRAINAGE 1 RUN	\$23,100.40		\$ 15,000.00		\$15,000.00	64.93%	\$8,100.40	\$750.00
42	30" HDPE 6/8 DRAINAGE 4 RUNS	\$317,842.20		\$ 150,000.00		\$150,000.00	47.19%	\$167,842.20	\$7,500.00
43	30" HDPE (8/10) DRAINAGE 2 RUNS	\$37,237.80		\$ 37,237.80		\$37,237.80	100.00%	\$0.00	\$1,861.89

44	36" HDPE (8/10) DRAINAGE 4 RUNS	\$159,984.00	\$ 130,000.00	\$ 15,000.00	\$145,000.00	90.63%	\$14,984.00	\$7,250.00	
45	36" HDPE (10/12) DRAINAGE 2 RUNS	\$73,029.60	\$ 73,029.60		\$73,029.60	100.00%	\$0.00	\$3,651.48	
46	48" HDPE (8/10) DRAINAGE 2 RUNS	\$147,984.20	\$ 45,000.00		\$45,000.00	30.41%	\$102,984.20	\$2,250.00	
47	48" HDPE (10/12) DRAINAGE 6 RUNS	\$336,160.00	\$ 164,817.75		\$164,817.75	49.03%	\$171,342.25	\$8,240.89	
48	48" HDPE (12/14) DRAINAGE 1 RUN	\$36,372.40	\$ 36,372.40		\$36,372.40	100.00%	\$0.00	\$1,818.62	
49	CURB INLET (0/4') (WE-6,WE-16,WE-18)	\$38,370.54	\$ 15,191.88	\$ 5,000.00	\$20,191.88	52.62%	\$18,178.66	\$1,009.59	
50	CURB INLET (4/6') (WE-10,WE-12,WE-14,WE-17)	\$52,199.04		\$ 20,000.00	\$20,000.00	38.31%	\$32,199.04	\$1,000.00	
51	CURB INLET (6/8') (WE-4,WE-15,WE-19)	\$44,448.63	\$ 34,284.42		\$34,284.42	77.13%	\$10,164.21	\$1,714.22	
52	CURB INLET (8/10') (WE-8,WE-11,WE-13)	\$56,870.25	\$ 56,870.25		\$56,870.25	100.00%	\$0.00	\$2,843.51	
53	CURB INLET (10/12') (WE-5,WE-7,WE-9)	\$62,314.62	\$ 62,314.62		\$62,314.62	100.00%	\$0.00	\$3,115.73	
54	CURB INLET (12/14') (WE-3)	\$20,149.20	\$ 20,149.20		\$20,149.20	100.00%	\$0.00	\$1,007.46	
55	STORM MANHOLE (6/8') (D-7,D-8)	\$22,179.94			\$0.00	0.00%	\$22,179.94	\$0.00	
56	STORM MANHOLE (8/10') (D-5,D-6,WE-59B,WE-61)	\$55,234.92	\$ 27,617.46		\$27,617.46	50.00%	\$27,617.46	\$1,380.87	
57	STORM CONFLICT MANHOLE (8/10') (D-5A)	\$11,241.81	\$ 11,241.81		\$11,241.81	100.00%	\$0.00	\$562.09	
58	STEEL CASING FOR CONFLICT STRUCTURE	\$12,264.05			\$0.00	0.00%	\$12,264.05	\$0.00	
59	STORM MANHOLE (10/12') (D-2,D-3,D-4)	\$47,061.03	\$ 47,061.03		\$47,061.03	100.00%	\$0.00	\$2,353.05	
60	48"POURED IN PLACE MES SUBCONTRACTOR (D-1)	\$8,241.19	\$ 4,000.00		\$4,000.00	48.54%	\$4,241.19	\$200.00	
61	6" CONCRETE PAVING	\$10,276.06		\$ 2,000.00	\$2,000.00	19.46%	\$8,276.06	\$100.00	
62	18" CITY STANDARD CURB (SUBCONTRACTOR)	\$64,574.40		\$ 10,000.00	\$10,000.00	15.49%	\$54,574.40	\$500.00	
63	CONCRETE FLUMES	\$2,133.84			\$0.00	0.00%	\$2,133.84	\$0.00	
64	4" CONCRETE SIDEWALK (SUBCONTRACTOR)	\$88,098.21		\$ 20,000.00	\$20,000.00	22.70%	\$68,098.21	\$1,000.00	
65	CONCRETE SIDEWALK RAMPS (SUBCONTRACTOR)	\$11,754.45		\$ 5,000.00	\$5,000.00	42.54%	\$6,754.45	\$250.00	
66	TEMP ASPHALT	\$153,201.88	\$ 153,201.88		\$153,201.88	100.00%	\$0.00	\$7,660.09	
67	LIMEROCK & SUBGRADE RESTORATION	\$297,497.72	\$ 25,000.00	\$ 45,000.00	\$70,000.00	23.53%	\$227,497.72	\$3,500.00	
68	1.5" S-III ASPHALT PAVING (SP-9.5)	\$120,417.50			\$0.00	0.00%	\$120,417.50	\$0.00	
69	STRIPING & SIGNS	\$7,480.28			\$0.00	0.00%	\$7,480.28	\$0.00	
70	SLAB SOD (BAHIA) SUB (FINE GRADE AREAS)	\$16,250.40			\$0.00	0.00%	\$16,250.40	\$0.00	
71	CREDIT LAY DOWN AREA	(\$13,000.00)	\$ (3,640.00)		(\$3,640.00)	28.00%	(\$9,360.00)	(\$182.00)	
72	CREDIT QC MANUAL	(\$1,000.00)	\$ (1,000.00)		(\$1,000.00)	100.00%	\$0.00	(\$50.00)	
73	CREDIT TELEVISIONING STORM PIPE	(\$30,000.00)	\$ (15,000.00)		(\$15,000.00)	50.00%	(\$15,000.00)	(\$750.00)	
74	CREDIT HOLDING OF POWER POLES	(\$17,348.02)	\$ (17,348.02)		(\$17,348.02)	100.00%	\$0.00	(\$867.40)	
75	CREDIT SEWER BY-PASS	(\$28,863.63)	\$ (28,863.63)		(\$28,863.63)	100.00%	\$0.00	(\$1,443.18)	
76	CREDIT TEMPORARY ASPHALT	(\$153,201.88)	\$ (153,201.88)		(\$153,201.88)	100.00%	\$0.00	(\$7,660.09)	
77	CREDIT OF MATERIALS CONTINGENCY	(\$10,000.00)	\$ (10,000.00)		(\$10,000.00)	100.00%	\$0.00	(\$500.00)	
78	CREDIT FOR DETOURS	(\$10,000.00)	\$ (10,000.00)		(\$10,000.00)	100.00%	\$0.00	(\$500.00)	
	TOTAL:	\$4,030,136.21	\$1,288,533.88	\$ 718,844.31	\$0.00	\$2,007,378.19	49.81%	\$2,022,758.02	\$100,368.91



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** August 6th, 2024
FROM: Greg Bauer, Assistant Public Works Director
SUBJECT: City Council Approve Change Order #2 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$4,226.82.

BACKGROUND

This project award incorporates two sections of the 2020 CDBG-NR grant that the City received in 2021. This project will construct the sidewalk portion as well as the stormwater portion of the grant project, with the CDBG grant funding \$600,000 of the work.

The city received two bids on this project. Besch and Smith submitted a bid of \$4,963,773.23 and CGC submitted a bid of \$9,111,431.00. The Besch and Smith bid is approximately \$2,000,000 over budget. Staff met with Besch and Smith and identified \$263,413.53 in value engineering opportunities as well as at least \$334,400.50 in direct purchasing opportunities, which will result in approximately \$23,000 in tax savings by the City purchasing the materials directly.

The recommended award amount of \$4,700,359.70 includes the reduction of \$263,413.53 in value engineering items for the stormwater portion of the project. The direct purchase items will be removed from the contract by change order once awarded to realize the tax savings to be applied to the stormwater portion of the project as well. Staff recommends award of the project to Besch and Smith in the amount of \$4,700,359.70.

At tonight's meeting, Council is being asked to approve Pay Application #4 in the amount of \$796,826.43. The application has been approved by the contractor, the project engineer and City staff and found to be reasonable for the work to be completed to date.

Attached for consideration in this action item is Change Order #2. This change order adds 1 day to the contract duration for the repair of the compromised sewer line above the new drainage pipe. As well as the repair of a mismatched water line above the demolition of the old storm line. It also adds \$4,226.82 for the repair work.

FISCAL IMPACT

As presented, the sidewalk portion of the project is \$670,223.49. This item is not specifically included in the FY 2024 approved budget; rather it was not completed in FY 2023. This portion of the contract will be funded by:

- \$267,000 in CDBG grant funds, and
- \$403,223.49 in funds re-allocated from the "Dirt Road Paving Program" line item upon Council approval.

- As discussed during the budget process this year, the City does not intend to use dirt road funding to pave dirt roads.

The stormwater portion of the project represents the remaining \$4,030,136.21. This portion of the project will be funded by:

- \$1,000,000 of unexpended funds from the FY 2023 CIP budget for this project,
- \$333,000 in CDBG grant funds,
- \$1,176,936 in stormwater loan proceeds intended for this project, and
- \$1,520,200.21 in stormwater loan proceeds intended for the Oakridge and Highland project upon Council approval.

This stormwater funding plan along with the incorporation of the \$8,500,000 loan and additional loan-funded projects will be presented to Council at a future meeting in a formal budget amendment.

Original contract price- \$4,030,136.21

Remaining contract amount- \$2,232,318.48

Please note for record keeping purposes pay application #1 was submitted in April with the amount of \$0.00 requested. The contractor began construction on the sidewalk portion of the project during this time period.

RECOMMENDATION

Approve change order #2 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$4,662.82.



Project Name: **West Street Drainage**

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

Attn: **Greg Bauer**

From: Bryan Gemmill
Besch & Smith Civil Group Inc.
345 Cumberland Industrial Court
St. Augustine, FL 32095
P. (904) 260-6393
F. (904) 338-0226

Date: July 26, 2024

Total Pages: 2

Request For Change Order No. 02 Sewer Repair

Reference: N/A

Additional Contract Days: 1 Days

We are pleased to provide this change order proposal on the above referenced project. This proposal is based on Besch and Smith Civil Group, Inc. will furnish all necessary labor, and equipment for all the work items shown.

This includes the replacement of VCP where the bells of the joints of pipe were broken above the new storm trunk line. As well as the repair of the mismatched pipe above the demolition of the old storm line.

EXCLUSIONS:

NOTE: Any/All work to be performed by Besch and Smith Civil Group, Inc. will only be performed once change order is approved, signed, and returned.

CHARGES

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Total</u>
Item 1 – 8 Inch PVC Pipe	1	LS	2,520.00
Item 2 – 8 Inch Strongback Repair Coupling	1	LS	1,028.76
Item 3 – 6 Inch X 8 Inch PVC Increaser	1	LS	231.82
Item 4 – 8 Inch Repair Coupling	1	LS	446.24

Total This Change Order RCO# 02.....\$4,226.82

Accepted By:

Owner/Representative Signature Date

Print Name Title

Contractor:

 7-26-24

Owner/Representative Signature Date

Bryan Gemmill
Print Name

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, JUNE 04, 2024 – 7:00 PM



MINUTES

Invocation & Pledge of Allegiance to the Flag - **Chaplain Marshall MacClellan, GCSPD**

Roll Call

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

STAFF MEMBERS PRESENT: Steve Kennedy, City Manager, Mike Null, Assistant City Manager, Erin West, City Clerk

STAFF MEMBERS ABSENT: L.J. Arnold, III, City Attorney

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

1. David Coughlin speaks to the Council concerning red light cameras.

AWARDS & RECOGNITION

1. Police Department Swearing-In **Chief Guzman**
 - Officer Kummoung
 - Officer Heard
 - Officer Lombardi
 - Officer Waller
 - Officer Holien
 - Officer Powers

Chief Guzman introduces each new Officer and swears them in

2. Recognition - Connie Butler, Mayor - 2023 - 2024 - **Mayor Kelley**
Mayor Kelley speaks and presents a plaque to Council Member Butler.

PRESENTATIONS

City Manager Steve Kennedy introduces new Public Information Officer Heather Fincher.

3. FMPA - June 2024 **Bob Page**
Mr. Page presents the June report.

PUBLIC HEARINGS

4. First Reading of Ordinance O-10-2024 PUD Rezoning request for property located at the Southeast corner of US 17 and SR 16 for approximately 112 acres of parcel #016451-003-00 and 016451-000-00. Zoning Amendment: from: C-2, General Commercial to: PUD, Planned Unit Development *Michael Daniels*

Assistant City Manager Mike Null reads Ordinance No. O-10-2024 by title.

Development Services Director Michael Daniels presents the ordinance.

Mayor Kelley opens the public hearing.

Kelly Hartwig 3420 Wall Rd. GCS, the project manager speaks and presents on the PUD and development.

Eric Pons the owner of Searise Precast advises the Council about his company and what they make. Mr. Pons advises they are trying to get this company started, get the product in motion, and trying to build some affordable housing.

Council Member Gaw questions how the materials are received and his concern of the truck traffic.

Mr. Pons advises the materials are received by trucks and maybe 6 to 8 trucks.

Van Royal 3688 LaCosta Ct GCS speaks about the traffic, the jobs this company will bring, and the outside storage of construction materials. Mr. Royal advises offering more jobs in the area will give more people a better quality of life.

Crawford Powell President of the Clay County EDC advises he helps with companies looking to expand in the county but the problem is we're limited on land that has access, availability, and infrastructure. This property has all of those and he supports the project.

Joe Sobotta 212 North St. GCS speaks about the traffic, jobs, and what this company will mean to the community. He supports the project.

Ford Huntley office located at 1890 Kingsley Ave. the project developer speaks about the project and how positive it will be for the community.

Doug Conkey 2540 Sterling Oaks Ct. Orange Park advises this is the perfect spot so it does a lot of great things. This is a great collaboration that's going on, to build a product that will be an asset to this community.

Following no further public comments, Mayor Kelley closes the public hearing.

Council discussion followed concerning traffic this development will bring and the need for a traffic study in the area.

Jim Harrett, Traffic Operations Engineer at CHW/ENV5 advises a traffic study has not been completed and that part of the methodology is setting up how you want to do that study, what you want to analyze, and what you're looking at.

Motion to approve first reading Ordinance No. O-10-2024 for the rezoning of parcel IDs 016451-000-00 and 016451-003-00 from C2 general business to plan unit development based on the factual support provided in the staff report and the additional aggregate restrictions discussed.

Motion made by Council Member Johnson, Seconded by Council Member Butler.

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

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.

Council Member Johnson pulled 6 and Council Member Gaw pulled 7 & 8

Motion to approve Consent Agenda items 5 and 9.

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

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

5. City Council approval of Pay Application #2 for the West Street CDBG Stormwater and Sidewalk Improvements to Besch and Smith in the amount of \$294,974.19. **Greg Bauer**
6. City Council approval of the Pride Month Proclamation. **Erin West**
Council Member Johnson speaks and reads the guidelines that are in place for proclamations. Council discussion followed concerning the guidelines that are in place.

Motion to not approve Consent Agenda item 6.

Motion made by Council Member Johnson, Seconded by Council Member Butler.

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

Voting Nay: Mayor Kelley, Council Member Gaw

7. City Council approval of the Sawcross (Tender Contractor) Pay Request #1, in the amount of \$473,100.00, for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420. **Scott Schultz**
Council Member Gaw asks Assistant Utilities Director Scott Schultz to speak on this item. Mr. Schultz updates the Council that Phase 1 has been completed and Phase 2 is being worked on.

Motion to approve Consent Agenda items 7 and 8.

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

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

8. City Council approval of IT Equipment Surplus. **Angel Alicea**
Council Member Gaw speaks about using the surplus items at Charles E. Bennett Elementary. Mr. Gaw explains the elementary offers help to parents by allowing them to use the computers for their needs including creating a resume and applying for jobs. Mr. Gaw advises he asked IT Director Angel Alicea to reach out to CEB Elementary.

Motion to approve Consent Agenda items 7 and 8.

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

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

9. City Council approval of Pay Application #2- Walnut Street Improvements, to provide roadway, utility, pedestrian and streetscape improvements on Walnut St from Palmetto Ave to the River in the amount of \$426,572.28 to CGC, Inc. **Greg Bauer**

COUNCIL BUSINESS

10. New Mayor Remarks **Mayor Kelley**

Mayor Kelley speaks about challenging himself and the members of the Council over the next year. Mr. Kelley speaks about the possibility of setting a new meeting time, moving the meeting along in a timely and efficient manner, keeping taxpayers in mind when discussing rates, being present at events, and having more attendance at the Northeast Florida League of Cities events.

11. City Manager & City Attorney Reports / Correspondence

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

12. City Council Reports / Correspondence

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

Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 10:24 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

Attest:

Erin West, City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** August 6, 2024

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of the Sawcross (Tender Contractor) Pay Request #3, in the amount of \$367,650.00, for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

BACKGROUND

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

Excerpt from the June 7, 2016 Staff Report

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

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

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

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

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

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

The costs are planning-level values and the annual loan payment will be based on final bid prices, interest rates at the time of construction loan acquisition, and accumulated grants/retained earnings/impact-fee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following items have been received.

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

FISCAL IMPACT

\$367,750.00 from the Wastewater CIP Budget

RECOMMENDATION

Approve the Sawcross (Tender Contractor) Pay Request #3, in the amount of \$367,650.00, for construction of the Harbor Road Advanced Wastewater Treatment Facility.



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

Item #19.
35 Years
1989-2024
ENGINEERING
EXCELLENCE

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

August 1, 2024

VIA EMAIL

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

RE: Tender Contractor's Pay Request No. 3
DEP SRF Harbor Road WRF Expansion, Ph. 2
SRF Agreement No. WW100420
City of Green Cove Springs, Florida
Mittauer & Associates, Inc. Project No. 8905-56-1

Dear Mr. Schultz:

We have reviewed Pay Request No. 3 from Sawcross, Inc. and find it acceptable. We have, accordingly, indicated our approval and are forwarding an electronic copy to you for approval and payment. This pay request totals \$367,650.00.

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

Sincerely yours,
Mittauer & Associates, Inc.

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

JRS/pj
Enclosure
cc: Sawcross, Inc.

REC AUG 01 2024 MITTAUER & ASSOC., INC.

Contractor's Application for Payment

Owner: <u>City of Green Cove Springs</u>	Owner's Project No.: _____
Engineer: <u>Mittauer & Associates</u>	Engineer's Project No.: <u>8905-56-1</u>
Contractor: <u>Sawcross, Inc</u>	Contractor's Project No.: <u>2406</u>
Project: <u>DEP SRF Harbor Road WRF Expansion Ph. 2</u>	
Contract: _____	
Application No.: <u>3</u>	Application Date: <u>7/31/2024</u>
Application Period: From <u>7/1/2024</u> to <u>7/31/2024</u>	

1. Original Contract Price	\$ <u>4,713,219.00</u>
2. Net change by Change Orders	\$ <u>-</u>
3. Current Contract Price (Line 1 + Line 2)	\$ <u>4,713,219.00</u>
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ <u>1,715,000.00</u>
5. Retainage	
a. <u>5%</u> X \$ <u>1,715,000.00</u> Work Completed =	\$ <u>85,750.00</u>
b. <u>5%</u> X \$ <u>-</u> Stored Materials =	\$ <u>-</u>
c. Total Retainage (Line 5.a + Line 5.b)	\$ <u>85,750.00</u>
6. Amount eligible to date (Line 4 - Line 5.c)	\$ <u>1,629,250.00</u>
7. Less previous payments (Line 6 from prior application)	\$ <u>1,261,600.00</u>
8. Amount due this application	\$ <u>367,650.00</u>
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ <u>3,083,969.00</u>

Contractor's Certification

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Sawcross Incorporated

Signature: [Signature] **Date:** 7/31/2024

Recommended by Engineer	Approved by Owner
By: <u>[Signature]</u>	By: _____
Title: <u>VP OF ENVIRONMENTAL SERVICES</u>	Title: _____
Date: <u>8/1/24</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.: 3 Application Period: From 07/01/24 to 07/31/24 Application Date: 07/31/24

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
	General Conditions	1,250,000.00	250,000.00	62,500.00		312,500.00	25%	937,500.00
	Payment & Performance Bonds	60,000.00	60,000.00	-		60,000.00	100%	-
	Project Documentation	2,000.00				-	0%	2,000.00
	Survey and As Built Drawings	15,000.00				-	0%	15,000.00
	Sitework	500,000.00				-	0%	500,000.00
	Asphalt Paving	400,000.00				-	0%	400,000.00
	Chain Link Fencing	100,000.00				-	0%	100,000.00
	Concrete	100,000.00	50,000.00	35,000.00		85,000.00	85%	15,000.00
	Miscellaneous Metals	150,000.00	15,000.00	30,000.00		45,000.00	30%	105,000.00
	Protective Coatings	150,000.00	100,000.00	-		100,000.00	67%	50,000.00
	Miscellaneous Specialties	25,000.00				-	0%	25,000.00
	Security System	65,000.00				-	0%	65,000.00
	Vertical Turbine Pumps	30,000.00				-	0%	30,000.00
	Secondary Clarifier Equipment	500,000.00	500,000.00	-		500,000.00	100%	-
	RAS/WAS Pumps	10,000.00				-	0%	10,000.00
	In-Plant Pump Station	10,000.00				-	0%	10,000.00
	Chemical Feed System	10,000.00		2,500.00		2,500.00	25%	7,500.00
	Disc Filter System	25,000.00				-	0%	25,000.00
	Sample Pumps	15,000.00				-	0%	15,000.00
	Floating Surface Aerator	20,000.00				-	0%	20,000.00
	Refrigerated Samplers	10,000.00				-	0%	10,000.00
	Influent Structure Davit Crane	20,000.00				-	0%	20,000.00
	Screening Dumpsters	10,000.00				-	0%	10,000.00
	Fiberglass Ladders	5,000.00				-	0%	5,000.00
	Eyewash Station	5,000.00				-	0%	5,000.00
	Pre-Engineered Metal Building System	80,000.00	8,000.00	64,000.00		72,000.00	90%	8,000.00
	Prestressed Concrete Tanks	130,000.00	120,000.00	-		120,000.00	92%	10,000.00
	Precast Concrete Buildings	5,000.00				-	0%	5,000.00
	Pipe, Valves and Fittings	151,219.00		38,000.00		38,000.00	25%	113,219.00
	Chemical Piping	180,000.00	50,000.00	80,000.00		130,000.00	72%	50,000.00
	Plumbing	20,000.00				-	0%	20,000.00
	Electrical	350,000.00	150,000.00	75,000.00		225,000.00	64%	125,000.00
	Instrumentation	60,000.00				-	0%	60,000.00
	Disk Filter - Spares/Media/CP	65,000.00	6,500.00	-		6,500.00	10%	58,500.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.:	3	Application Period:	From	07/01/24	to	07/31/24	Application Date:	07/31/24	
A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			{D + E} From Previous Application (\$)	This Period (\$)					
	Oxidation Ditch - Equipment Rebuild	105,000.00	10,500.00	-		10,500.00	10%	94,500.00	
	Mechanical Screen - Equipment Rebuild	80,000.00	8,000.00	-		8,000.00	10%	72,000.00	
Original Contract Totals		\$ 4,713,219.00	\$ 1,328,000.00	\$ 387,000.00	\$ -	\$ 1,715,000.00	36%	\$ 2,998,219.00	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

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

Application No.: 3 Application Period: From 07/01/24 to 07/31/24 Application Date: 07/31/24

A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Change Orders												
Change Order Totals					\$	-	\$	-	\$	-	\$	-
Original Contract and Change Orders												
Project Totals					\$	-	\$	-	\$	-	\$	-

Proclamation

WHEREAS, On Patriot Day, we honor the nearly 3,000 innocent lives taken from us on September 11, 2001, and all of those who so nobly aided their fellow citizens in America's time of need. We rededicate ourselves to the ideals that define our country and unite us as one, as we commemorate all the heroes who lost their lives saving others; and

WHEREAS, September 11, 2001, will forever be one of the most tragic days in American history. Through the unimaginable despair, however, ordinary Americans etched into our history remarkable illustrations of bravery, of sacrifice for one another, and of dedication to our shared values. The shock from the indelible images of the smoke rising from the World Trade Center and Pentagon gave way to countless inspiring videos of co-workers helping one another to safety; of heroes running into collapsing buildings to save the innocent people trapped within; and to the unforgettable story of the patriots who charged the cockpit of Flight 93 to save untold numbers of lives. These heroes moved us with their bravery. They make us proud to be Americans; and

WHEREAS, Throughout history, everyday Americans and first responders have done the extraordinary through selfless acts of patriotism, compassion, and uncommon courage. Not just in New York, Virginia, and Pennsylvania, but across our great Nation, Americans on September 11, 2001, bound themselves together for the common good, saying with one voice that we will be neither scared nor defeated. The enemy attempted to tear at the fabric of our society by destroying our buildings and murdering our innocent, but our strength has not and will not waiver. Americans today remain steadfast in our commitment to liberty, to human dignity, and to one another; and

WHEREAS, It has been 23 years since the tragedy of September 11, 2001. Children who lost their parents on that day are now parents of their own, while many teenagers currently in high school learn about September 11th only from their history books. Yet all Americans are imbued with the same commitment to cause and love of their fellow citizens as everyone who lived through that dark day. We will never forget. The events of September 11, 2001, did not defeat us. They did not rattle us. They, instead, have rallied us, as leaders of the civilized world, to defeat an evil ideology that preys on innocents and knows nothing but violence and destruction; and

WHEREAS, On this anniversary, I invite all Americans to thank our Nation's incredible service members and first responders, who are on the front lines of our fight against terrorism. We will always remember the sacrifices made in defense of our people, our country, and our freedom. By protecting those in need, by taking part in acts of charity, service, and compassion, and by giving back to our communities and country, we honor those who gave their lives on and after September 11, 2001.

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

Section 1. The City of Green Cove Springs designates September 11, 2024 as "Patriots Day".

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

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



CITY OF GREEN COVE SPRINGS, FLORIDA

Steven R. Kelley, Mayor

ATTEST:

Erin West, City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** August 6, 2024
FROM: Mike Null, Asst. City Manager
SUBJECT: Approval of Change Order #2 to contract with CGC, Inc for Walnut Street Improvements in the additive amount of \$14,873.00, bringing the total contract amount to \$3,219,852.00.
Mike Null

BACKGROUND

Council awarded this project to CGC, Inc. on September 19, 2023, in the amount of \$3,172,747. This award was a portion of Bid Number 2023-08.

On July 16, 2024, City Council approved Change Order #1 in the amount of \$32,232.00 to replace four (4) light pole bases. This change order was added at the request of City Staff. The plans call for hanging planters to be installed on all light poles, whether new, relocated or remaining in place. Four (4) light poles were to remain in place. However, during construction it was discovered that the concrete bases on these light poles were much smaller than the new ones and, therefore, insufficient to bear the weight of the new hanging planters, so staff asked that the concrete bases be replaced.

This Change Order #2 is also at the request of City Staff. It is to replace a broken section of sidewalk that was not slated to be replaced. It also contains a light pole, so another light pole base had to be added. Here are two pictures of the sidewalk that was replaced.



Replacing this section of sidewalk will create a better finished product to match the remainder of the sidewalk on this block. Staff is requesting approval of this Change Order.

FISCAL IMPACT

Funding is available from restricted surtax funds.

RECOMMENDATION

Approve Change Order #2 to contract with CGC, Inc for Walnut Street Improvements in the additive amount of \$14,873.00, bringing the total contract amount to \$3,219,852.00.

321 Walnut St.
Green Cove Springs, FL 32043

TO: CGC Inc.
7036W. 12th Street **BID #:**2023-08
Jacksonville, FL 32220

DATE:

ATTN: Jonathan Barton

PROJECT:Walnut Street Improvements Phase 1
BID #:2023-08

DESCRIPTION

1. Removal and Replacement of Existing Light Pole and Concrete with New Base

CGC's quote is part of this change order to reference the scope of work.

All other terms and conditions included in the original contract remain unchanged.

Facsimile or electronic versions of the the change order and the signatures contained in it shall be considered and used for all purposes as originals.

ITEM # DESCRIPTION

1 Cost Proposal - Removal and Replacement of Existing Light Pole and Concrete with New Base

	QTY	UM	UNIT PRICE	EXTENSION
	1.00	LS	\$14,873.00	\$14,873.00
Total				\$14,873.00

ORIGINAL CONTRACT AMOUNT:
CHANGE ORDER NO. 01: \$14,873.00
REVISED CONTRACT AMOUNT:

By: _____
CGC Inc.

By: _____
City of Green Cove Springs

Date: _____

Date: _____

July 25, 2024

Mr. Mike Null, Assistant City Manager
City of Green Cove Springs
321 Walnut St.
Green Cove Springs, FL 32043

Re: Walnut Street Improvements Phase 1
Bid # 2023-08
CGC, Inc. Project No.: C-24-01
**Cost Proposal – Removal and Replacement of Existing Light Pole and
Concrete with New Base**

Dear Mr. Null,

Per your request, CGC, Inc. submits the following proposal to remove the existing light pole in front of the Clay Theatre where the concrete foundation is cracked and install a new base.

We include in our scope of work:

1. Sawcutting, demolition, and removal of the concrete around the existing light pole installed in the sidewalk.
 2. Install the new light pole foundation to match the new foundations used on the project including electrical wiring and additional conduit required.
 3. Reinstallation of concrete sidewalk, water meter boxes, and existing light pole.
- **Total Lump Sum Price for Above Scope of Work = Fourteen Thousand Eight Hundred Seventy-Three Dollars and Zero Cents - \$14,873.00**

We exclude from our scope of work:

1. Permits and/or fees of any kind
2. Night and/or weekend work. (Work to be performed during normal work hours)
3. Any additional MOT (All work to be performed during current phase)
4. Repair or relocation of unforeseen conduit/utilities/structures.
5. Repairs to any utilities damaged during demolition and construction. CGC, Inc. will protect the existing utilities to the best of our abilities, however without knowing the exact locations of these utilities within the sidewalk it cannot be guaranteed that no damage will occur. CGC, Inc. can repair damaged utilities at additional cost if

required. CGC, Inc. will coordinate with The City of Green Cove Springs when work is to take place.

6. Any additional demolition and replacement of pavement base, curb, and sidewalk other than the area described above and shown in the attached photo.
7. Guarantee that the existing pole is in sound structural condition for reuse.
8. Any Items not specifically listed in the scope of work above.

Note:

Due to the extremely tight scheduling for Phase 2 and the current subcontractor schedules, this quote is based on receiving approval for this cost proposal today. Any delay in acceptance could result in additional delays and charges for the work described above.

We thank you for the opportunity to provide this proposal. Should you have any questions and/or direction, please contact this office.

Sincerely,



Jonathan Barton
Project Manager

Cut out section
as shown.
Install new Pole
Base and pour
concrete back





STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** August 6, 2024
FROM: Michael Daniels, AICP, Planning & Zoning Director
SUBJECT: Award of Bid 2024-04 for the River House Renovation
Michael Daniels

BACKGROUND

Bid # 2024-04 was opened on July 18, 2024, and there was one qualified bidder who responded to this project. A selection committee was organized to review the proposal. The Selection Committee included City Manager Steve Kennedy, Assistant City Manager Mike Null, Building Official John Cioffi, Development Services Representative Lyndie Knowles, and Development Services Director Michael Daniels.

<u>Evaluation and Ranking Criteria</u>	<u>Ranking Weight</u>
Price Proposal.....	70 Points
Personnel and Adequate Resources.....	10 Points
Project Approach/Schedule of Completion.....	10 Points
Company Background / Qualifications	5 Points
A List of Similar Projects.....	5 Points

The Selection Committee unanimously approved the proposed bid from the Michael Bourre Construction Group. The ranking sheets are attached. Mr. Bourre has extensive experience as a general contractor and has the required qualifications and resources to complete the improvements. Mr. Bourre is a longtime member and has served in a variety of leadership roles for the Florida Home Builders Association and Northeast Florida Builders Association. In addition, Mr. Bourre is committed to using his skills and experience to enhance this community, such as working with Habitat for Humanity and volunteering as a member of the Clay County Planning Commission.

The Selection Committee did discuss with Mr. Bourre an alternate proposal that would include improvements to the roof, both the first and second floor and foundation improvements which will be discussed at the Council meeting.

Pursuant to the timeline proposed in the bid, the improvements would be completed in approximately 2 and ½ months from the award date.

FISCAL IMPACT

The funds for this project (\$219,000) have been budgeted by the City in the General Fund for FY 23/24. The applicant is requesting \$225,000. The applicant has also requested to not pay building permits estimated at \$4,000.

RECOMMENDATION

Staff recommends the award of Bid 2024-4 to the Bourre Construction Group



July 26, 2024

Reference:

Bourre Construction Group, LLC
Schedule for River House Partial Renovation
Green Cove Springs, FL 32043

Released to move forward

Engineering for 2 foundation piers	2 weeks
Material procurement	1 week
Permitting if required	2 weeks
Foundation repair under sleep porch	4 days
Front porch handrail deck stairs and HDR	2 weeks
Remove rear addition	4 days
Remove exterior siding and install on missing areas	1 week
Pressure wash exterior	3 days
Apply 2 coats of paint	1 week

Bid Form

RFP No. 2024-04, DESIGN/BUILD – RIVERS HOUSE RENOVATION

Lump Sum Price for Demolition and/or Replace/Repair of the following specific scopes of work. If not included below then it is specifically excluded from the Bid:

1. Front Porch: Remove 1x4 Decking and Damaged 2x8 Floor Joists, Replace Damaged 2x8 Floor Joists, Install New PT 2x4 for Decking, Frame New Stairs on Right Side of the Porch, Install Porch Handrails, Replace the Trim on 1 Column, Remove and Replace two 2x12 headers at the Outside Edge of the Porch
2. Sleeping Porch; Remove Exterior Wall Panels that were added between Columns, install two new Concrete Piers to Add Support to Porch, Add Pressure Treated Wood to Joists and Beams, Add Metal Hangers (where accessible) at Beam-to-Joist Connections,
3. Demolition of the Addition on Right Side of Building
4. Reclaim as much Good Siding Material from Demolition Noted in #3 above as possible and Reuse.
5. Apply Two Coats of White Exterior Sherwin Williams Paint on Exterior Walls of Building, No Surface Preparation is Included Other Than Pressure Washing
6. Replace damaged lattice skirt board around exterior at crawl space
7. City will provide temporary: power, water, and sanitary at the project site
8. No Permitting Fees are Included
9. No guarantee of: exact match to existing conditions or for remodel to be historically correct

Total Price Written in Words: Two Hundred Twenty Five Thousand Dollars (\$225,000)

Proposals may not be withdrawn after the scheduled opening time for a period of sixty (60) days.

Failure to complete all fields may result in your bid being rejected as non-responsive.

CORPORATE DETAILS:

COMPANY NAME: Bourre Construction Group
 ADDRESS: 3168 Highway 17 South, Suite B, Fleming Island Fl. 32003
 TELEPHONE: 904 602-5220
 EMAIL: mbourre@bourreconstructiongroup.com

CONTRACTOR LICENSE #: CGC1508608

Name of Person submitting Bid: Michael Bourre

Title: President


Signature: 

Date: 7/16/24

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of bidder. *Bourre Construction Group*
2. Permanent main office address. *3168 Hwy 17 South, Suite B, Fleming Island Fl. 32003*
3. Copy of licenses required to perform work. *See Attached*
4. Date firm was organized. *2/10/2005*
5. How many years have you been engaged in the contracting business under your present firm or trade name? *19 years*
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). *N/A*
7. Have you ever failed to complete any work awarded to you? *No*
8. Have you ever defaulted on a contract? *No*
9. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. *Clay Habitat Office, \$500,000, 2024*
10. List your major equipment **available for this project**. *N/A*
11. Experience in construction work similar in importance to this project. *19 years of Commercial and Residential Experience*
12. Background and experience of the principal members of your organization, including the officers. *See Resume Attached*
13. Credit available: \$ *N/A*.
14. Give bank reference. *N/A*
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the County? *N/A*
16. The undersigned hereby authorizes and request any person, firm, or corporation to furnish any information requested by the County in verification of the recitals comprising this Statement of Bidder's Qualifications.

 for Bourre Construction Group 7/16/24
Bidder Date

DRUG-FREE WORKPLACE COMPLIANCE FORM

In order to have a drug-free workplace program, a business shall abide as follows:

The undersigned vendor/contractor in accordance with Florida Statue 287.087 hereby certifies that Bourre Construction Group (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees or drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in item 1, above.
4. In the statement specified in item 1, notify the employees that as a condition of working on the commodities or contractual services which are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that, Bourre Construction Group (name of business), fully complies/does not comply with the above requirements.


Vendor/Contractor Signature

7/16/24
Date

**STANDARD ADDENDUM
TO ALL
CITY CONTRACTS AND AGREEMENTS**

Any other provisions of the Contract or Agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said Contract or Agreement or not, and shall be deemed an integral part of said Contract or Agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the Contract or Agreement address a particular matter in a manner which results in a lower cost to the City than this Standard Addendum, then such provisions of the Contract or Agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the Contract or Agreement providing construction, labor, materials, professional services, and/or equipment to the City thereunder; the term "City" means Green Cove Springs, a municipal corporation of the State of Florida, its City Council, or any other name or label set forth in the Contract or Agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered, or installed under the Contract or Agreement (the Work) shall be made by the City in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request, the City shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services sub-contracted for by the Contractor for which the City has agreed to reimburse the Contractor shall not be marked up but shall be payable by the City only in the exact amount reasonably incurred by the Contractor. No other such sub-contracted services shall be reimbursed.
3. In the event the Contract or Agreement is for professional services, charged on a time basis, the City shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its sub-contractors, employees, officers, or agents in connection with the services being rendered.
4. The City shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
5. The City shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor, except as follows, and then only at \$0.05 per page [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
6. If and only if travel and per diem expenses are addressed in the Contract or Agreement in a manner which expressly provides for the City to reimburse the Contractor for the same, then the City shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes or as otherwise limited by Florida law. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the City shall reimburse the

Contractor for his, her, or its reasonable expense incurred thereby provided prior written approval of the City Manager of the City or his or her designee is obtained.

- 7. With respect to drawings and/or plans prepared on behalf of the City by the Contractor under the Contract or Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the City for all bidders requesting the same, and five (5) complete sets of such drawings and/or plans shall be reproduced and delivered to the City without cost.
- 8. With respect to any indemnification by the City provided under the Contract or Agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.
- 9. In that the City is a governmental agency exempt from sales tax, the City shall pay no such taxes, any other provisions of the Contract or Agreement to the contrary notwithstanding. The City shall provide proof of its exempt status upon reasonable request.
- 10. Any pre-printed provisions of the Contract or Agreement to the contrary notwithstanding, the same shall not automatically be renewed but shall be renewed only upon subsequent agreement of the parties.
- 11. The Contractor acknowledges that in the budget for each fiscal year of the City during which the term of the Contract or Agreement is in effect, a limited amount of funds are appropriated which are available to make payments arising under the Contract or Agreement. Any other provisions of the Contract or Agreement to the contrary notwithstanding, and pursuant to applicable Florida Statutes, the maximum payment that the City is obligated to make under the Contract or Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

CITY OF GREEN COVE SPRINGS

CONTRACTOR

By: _____
Constance Butler, Mayor

By: Michael Bourre, President
(Printed Name and Title)

ATTEST:

By: _____
Erin West, City Clerk

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

RFP No. 2024-04, DESIGN/BUILD – RIVERS HOUSE RESTORATION

- (1) The prospective Vendor, Bourre Construction Group, certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

Bourre Construction Group

By: 
Signature

Michael Bourre, President
Name and Title

3168 Highway 17 South
Street Address

Fleming Island FL 32003
City, State, Zip

7/16/24
Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Bourre Construction Group
(print name of the public entity)
- by Michael Bourré
(print individual's name and title)
- for Bourre Construction Group
(print name of entity submitting sworn statement)
- whose business address is 3168 Highway 17 S., Fleming Island
Florida 32003
- and (if applicable) its Federal Employer Identification Number (FEIN) is 20-2325564
- (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as described in paragraph 287.133(1)(a), Florida Statute, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies:**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
Signature

Sworn to and subscribed before me this 17 day of July, 20 24

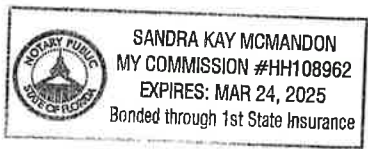
Personally know: Title: President Bourre Construction Group

OR produced identification _____ Notary Public - State of Florida

My commission expires 3/24/25

(Type of identification)

Sandra Kay McMandon SMcMandon
Printed typed or stamped commissioned name of notary public



References

Concrete	Duval Concrete	James	904 237-0061
HVAC	Fl Air	Robert	904 813-5265
Electrical	C&R Electric	Randy	904 219-0130
Plumbing	B&G Plumbing	Terry	904 223-1207

Michael Bourré
President
Bourré Construction Group, LLC

*3168 Highway 17 South
Fleming Island Fl. 32003
904.504.1342*

mbourre@bourreconstructiongroup.com

PROFESSIONAL EXPERIENCE

Bourré Construction Group LLC, Jacksonville Fl

President	2005- Present
➤ Clay Habitat Offices – Green Cove Springs Fl	\$500,000
➤ Hodges Mazda Reconstruction-Jacksonville Fl	\$1,300,000
➤ Dr Orsborn Reconstruction-Jacksonville Fl	\$86,000
➤ Alterra Office Complex – Jacksonville, FL	\$1,200,000
➤ Phoenix Metal Building Complex – Jacksonville, FL	\$1,400,000
➤ Wounded Warrior Project World Headquarters – Jacksonville, FL	\$1,600,000
➤ Circle K Retail Center – Jacksonville, FL	\$850,000
➤ High-end custom home Division	
➤ Remodel / T.I. Division	

Florida Home Building Association

President	2019-2020
Vice President	2018
Secretary / Treasurer	2017
State Government Affairs Chairman	2015-2017
Executive Board	2011- Present

North East Florida Builders Association, Jacksonville Fl.

President	2011
Executive Board	2009– 2012

Builders Care, Jacksonville Fl.

Board Member	2009- 2016
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MILAR Custom Homes Inc., Jacksonville Fl.

President / CEO	2004- 2007
➤ A high-end custom home company specializing in the \$900,000 home and up.	
➤ Started the company in March of 2004 and had successfully obtained a backlog of contracted clients.	
➤ Hired a competitive staff of well-trained individuals to ensure quality throughout the construction process and steady growth for the company.	

SEDA Construction, Jacksonville, FL

2002- 2004

Vice President of Production

- Managed the construction department to include all Project Managers, Permitting, Warranty, Subcontractors, Vendors, etc.. Built 658 homes in 2006.

- Implemented new scheduling software which reduced build time and increased the load capability of Project Managers
- A member of a 4 person Executive Committee which conducts weekly meetings to determine:
 - Sales pricing
 - Quantity of new spec homes to be started
 - Marketing strategies
 - Purchasing lots in new subdivisions
 - Manpower needs throughout the company
 - Setting and implementing new policies for the company
- Coordinated a office / field staff of 28 individuals towards achieving the company objectives

Brasfield & Gorrie, Atlanta GA

1999- 2002

Project Management

- Performed and oversaw site-work, excavation, footings, placing reinforcing steel, pile and pile caps, placing concrete slabs and footings, masonry walls, steel erection, column erection, wood framing, and finances on commercial construction projects.
- **Georgia Department of Archives and History:** This was a 4-story vault with a 3-story office building wrapped on two sides to house state documents, including the State Constitution. The project had a schedule of 17 months to complete and cost approximately \$22,500,000. As one of two project managers on-site, I was responsible for all aspects of the construction project.
- **Childkind:** This was a childcare facility comprised of 2 buildings on a 4-acre site. The construction process took 6 months and cost approximately \$1,200,000. I controlled all management aspects of this project from the contracts to coordination of owner and architect to scheduling, cost control, and permitting.
- **METLIFE:** This was 7-story, 161,000 sf office building that housed the METLIFE Insurance corporate office in Atlanta. This project took approximately 12 months to complete and priced out at \$11,600,000. I was one of two project managers on-site and was responsible for subcontractor contracts, the construction schedule, material procurement, and coordination of the subcontractors.
- **City View:** This was 10-story building with a parking deck. I came in on this structure during the last two months and was responsible for closeout and punch list.
- **North Park 600:** this was an 18 story office complex. I was part of a five-person team charged with the oversight of all aspects of construction. Our office was onsite with the project and we coordinated all subcontractors and scopes of work.

Estimator

- Part of the estimating team handling hard bid and negotiated projects ranging from \$5,000,000 to \$80,000,000.

Charles Perry Construction, Gainesville, FL

1998- 1999

Internship

- Assisted the project manager on a \$5,000,000 Millennium building.
- Reviewed and coordinated subcontractor scheduling.
- Conducted the submittal process for items to be reviewed by the architect

EDUCATION

- **Florida General Contractors Exam** 2003
- **OSHA Training, Brasfield & Gorrie / St. Paul Insurance, 10 hour** 2002

- **University of Florida, Gainesville, FL** 1997- 1999
M.E. Rinker School of Building Construction, Bachelors Degree
- **United States Marine Corps** 1992- 1999

ACHIEVEMENTS

- Recognized by the Jacksonville Business Journal **as one of the 2011 Northeast Florida's Top 40 Professionals Under 40**
- Pinnacle Builder
- 2011 Grand Laurel Award
- 2011 Leadership Award
- 2011 Gold Award, Parade of Homes
- 2008 Judges Choice, Parade of Homes
- 2007 Gold Award, Parade of Homes
- Honor Graduate, United States Marine Corps
- Eagle Scout

COMMUNITY SERVICE

- Appointed Planning and Zoning Commissioner for Clay County 2014-Present
- Gubernatorial Appointed Regional Planning Council Member 2016
- Boy Scouts Committee Chairman 2013-2016
- Boy Scouts Scoutmaster 2016



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



BOURRE, MICHAEL PAUL

BOURRE CONSTRUCTION GROUP, LLC

PO BOX 8070

FLEMING ISLAND FL 32006

LICENSE NUMBER: CGC1508608

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Bourre Construction Group, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3168 Hwy 17 S, Ste B

6 City, state, and ZIP code

Fleming Island FL 32003

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

2	0	-	2	3	2	5	5	6	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Date ►

2/23/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



REQUEST FOR PROPOSAL
2024-04

DESIGN/BUILD RIVERS HOUSE RESTORATION

**DESIGN/BUILD – RIVERS HOUSE RESTORATION
RFP NO. 2024-04
GREEN COVE SPRINGS, FLORIDA**

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BID ADVERTISEMENT

Sealed bids will be received by the City of Green Cove Springs, Attn: Kim Thomas, 321 Walnut Street, 2nd Floor, Green Cove Springs, Florida 32043, until **2:00 p.m. local time, July 18, 2024** at which time the bids will be publicly opened and read aloud, for the following City of Green Cove Springs project: **RFP 2024-04, Design/Build Rivers House Building Renovation.**

Access to the site prior to bidding is by appointment. Please contact Lyndie Knowles at (904) 297-7051 or planning@greencovesprings.com to make an appointment Monday -Thursday 7:00a.m. to 5:30p.m.

Proposals shall comply with the conditions, instructions, specifications, and terms as described in the bid package. Bids shall be mailed or delivered in person to City Hall, Attn: Kim Thomas, 321 Walnut Street, 2nd Floor, Green Cove Springs, Florida 32043. Faxed, electronic, telephonic, website or oral transmittals will not be accepted. Any bid received after the designated closing time will be immediately rejected. Bids shall be sealed in an envelope plainly marked: **RFP 2024-04, Design/Build Rivers House Building Renovation.**

Bidders are expected to fully inform themselves of the requirements of the specifications. Failure to do so is at the Bidder’s risk. Bidders will not secure relief on the plea of error or misunderstanding.

Bidders agree by signing and delivering a bid proposal to the acceptance of all terms, conditions, and specifications of the bid package. **Bids are valid for a period of 60 calendar days after date of opening.**

The City reserves the right to accept or reject any or all bids in whole, or any part thereof, waive any or all irregularities, and award the bid to the responsible bidder determined to represent the City’s best interests.

Bid packages may be obtained at www.greencovesprings.com or by calling Kim Thomas at City Hall, phone (904) 297-7500, ext. 3320.

By: Lyndie Knowles
Development Services Representative

June 27, 2024

THE CITY OF GREEN COVE SPRINGS IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL BIDDING PROVISIONS

INCLUSION OF INVITATION TO BID

Invitation to Bid, as advertised, shall be considered an inclusion of the specifications and contract conditions.

TERMS

Companies submitting a response to this bid will be referred to herein as Bidder. The City of Green Cove Springs will be referred to herein as City, Owner and/or City of Green Cove Springs.

PREPARATION OF FORMS

Bid proposals are accepted only on the Proposal Form provided by the City. Bidders should submit all signatures, information and figures in black ink or typewritten only. Figures written in pencil or any erasures are unacceptable, however, mistakes crossed out and corrections inserted adjacent thereto, initialed in ink, by the person signing the proposal are acceptable. In case of any discrepancies between the unit prices quoted and extensions, the unit price shall prevail.

DATE AND RECEIPT OF BIDS

Formally advertised bids indicate a time and date for receipt of bids. Responses are date stamped upon receipt, those received after the scheduled closing time will be immediately returned unopened to the bidder.

EXCEPTIONS TO BID

Bidders are advised to list any exceptions to the conditions, specifications, or terms of this bid on the Clarifications & Exceptions form provided. The City reserves the right to accept or reject any or all clarifications and/or exceptions noted thereon. If no clarifications or exceptions are stated it is mutually understood that all general and specific conditions are accepted.

WITHDRAWAL OF BID

Bidders may request withdrawal of their sealed proposal prior to the scheduled bid opening time via written request to Kim Thomas, Executive Assistant to the City Manager. After being opened in public at the designated time, bids are valid for 60 calendar days and may not be withdrawn during that time.

REJECTION OF BID

The City reserves the right to reject any or all bids in whole or any part thereof for any reason deemed solely by the City to be in its best interests.

INCONSISTENCIES IN CONDITIONS

In the event of inconsistencies between the General Bidding Provisions and other bid terms or conditions contained herein, the former will take precedence.

ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all known prospective bidders and available on the City’s website. Interpretations, corrections, and changes shall not be binding unless made by addendum. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. All addenda issued shall become part of the contract documents. It is the Bidders responsibility to ascertain that it has received all addenda issued for this solicitation. All addenda must be acknowledged on the Proposal Form within this bid.

DISQUALIFICATION OF BIDDER

Bidders in litigation with the City will be disqualified from bidding.

Bidders may be disqualified as non-responsive, and rejection of proposals may be recommended to the City for any of (but not limited to) the following causes:

- 1. Failure to use the Proposal Form furnished by the City.
- 2. Lack of signature by an authorized representative on the Proposal Form.
- 3. Failure to properly complete the Proposal Form; provide a Bid Bond or Cashiers Check (if required) or to provide requested data or information.
- 4. Evidence of collusion among proposers.
- 5. Unauthorized alteration of the bid forms. The City reserves the right to waive any minor informality or irregularity.
- 6. Lack of responsibility as shown by past work from the standpoint of quality, progress, and financial ability.

QUALIFICATIONS OF BIDDER

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to fulfill the bid obligation. The City reserves the right to reject any bid if information submitted by or investigation of such Bidder fails to satisfy the Owner that the Bidder is responsible and otherwise properly qualified to carry out the obligations of the bid and/or contract.

BRAND NAMES OR EQUAL

Whenever in this invitation any materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording is intended to facilitate description of the material, process and/or equipment desired and will be deemed to be followed by the words, “or equal”.

Proof satisfactory to the City must be provided by the bidder to show that the alternative product is, in fact, equal to the product required in the Specifications. Complete technical data and brochures necessary for proper evaluation of such product shall be submitted with the proposal. The City has sole discretion to make the determination as to whether the alternative product is, in fact, equal to the product required in the specifications. Such decision is final. No substitution will be considered after contract award unless specifically allowed by the contract documents.

ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, interest in or to the same or any part thereof, without previous written consent of the City and any sureties.

TAXES

The City is exempt from all State Retail Tax and Federal Excise Tax. The price/s bid must be net, exclusive of taxes.

FEDERAL, STATE, LOCAL LAWS

All bidders shall comply with all Federal, State, and local laws relative to conducting business in Clay County including, but not limited to, licensing, labor, and health laws. The laws of the State of Florida will govern as to the interpretation, validity, and effect of this bid, its award and any resulting contract entered.

COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and/or prospective bidders acting to illegally restrain freedom of competition by agreement to bid fixed prices, or otherwise, will render their offers void. Advanced disclosures of any information to any bidder which gives him any advantage over any other interested bidder in advance of the bid opening, whether in response to advertising or an informal request for bids made or permitted by a member of the City Council or any employee or representative thereof, will void all aspects of that bid solicitation.

INSTRUCTIONS TO BIDDERS

PREPARATION OF PROPOSAL

Each Design/Build Firm being considered for this project is required to submit a Technical Proposal. The proposal shall include sufficient information to enable Green Cove Springs to evaluate the capability of the Design/Build Firm to provide the desired services. The data shall be significant to the project and shall be innovative, when appropriate, and practical. Discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

Each bidder shall submit their bid on the Bid Form included in the RFP. The bidder shall sign the Bid Form and provide all information requested thereon, except if otherwise stated within this Proposal Package. Proposals having any omissions, alterations of form, additions not provided for or conditional bid or irregularities of any kind may constitute the basis for rejection of the bid at the City's sole discretion. No changes in phraseology of forms will be allowed and any such occurrence will result in rejection of the proposal.

MAILING, RECEIPT, OPENING AND VALIDITY OF PROPOSALS

Proposals shall be submitted in a sealed envelope, marked with the bid number as to indicate the contents without being opened. **ALL BIDS MUST BE SEALED & DELIVERED OR MAILED TO:**

CITY OF GREEN COVE SPRINGS
321 WALNUT STREET
2nd FLOOR
GREEN COVE SPRINGS, FL 32043
ATTENTION: KIM THOMAS

Proposals will be opened in the City Hall Council Chambers, 321 Walnut Street, Green Cove Springs, FL 32043, and read aloud on the date and time specified in the advertisement notice. Bidders and/or representatives are invited to attend.

Bids received after the scheduled opening time are ineligible for consideration and will be immediately returned to the bidder. Bids are valid and may not be withdrawn for a period of 60 calendar days after opening.

PRE-BID ON-SITE INSPECTION

Site inspections are available by appointment. Please contact Lyndie Knowles by email planning@greencovesprings.com or phone 904-297-7051. This will give bidders an opportunity to inspect the house and ask questions to the City representatives prior to submitting the bid.

RETURN OF BID PACKAGE

Bidders shall use and return only the forms of information requested. Any substitution of the provided forms to be returned shall constitute grounds for rejection of their bid. Bidders shall submit one original and one PDF copy on flash drive.

Submittal deadline: July 18, 2024 at 2:00 PM
Please label sealed envelope: RFP No. 2024-04, Design / Build Rivers House Building Renovation

The bidder has the sole responsibility to have the response received by the City of Green Cove Springs at the above address and by the submittal deadline. Please note the City is not responsible or liable for the U.S. Postal Service or any other type of private postal or parcel carrier.

OBLIGATION OF BIDDER

At the time of bid opening, bidders will be presumed to have read and be thoroughly familiar with all contract documents and specifications and the local conditions and to have visited or inspected the project site, if applicable. Failure or omission of any bidder to examine any form, instrument condition, or document and to have visited or inspected the project site shall in no way relieve him of any obligation to enter into a contract and provide delivery in strict accordance with this Bid Invitation, nor shall such failure or omission constitute the basis for an adjustment in contract price. Bidder has correlated its personal observations with the requirements of the proposed contract documents.

PROPOSAL FORM COMPLETION

Bidder must use the enclosed Proposal Form. All items must be completed. The City reserves the right to award separately or as deemed in the best interest of the City. Each space on the Proposal Form must be completed, as requested, with no alternatives presented, except as specifically provided for. A price for all tree diameters must be given for consideration of bid award. The Proposal Form shall be typed or written legibly by pen and must be signed by an authorized representative.

PRICE DISCREPANCIES

In the event there are unit price items in a proposal schedule and the “amount” indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern, and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of the prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Bidder will be bound by said corrections.

BID SECURITY, RECEIPT AND RETURN POLICY

No bid bonds are required for this bid invitation.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

N/A

TIME OF COMPLETION

Bidder agrees that time is of the essence in connection with performance, delivery, and/or the services of this contract.

SECURITY FOR FAITHFUL PERFORMANCE (BONDING REQUIREMENTS)

Bidders are advised that payment and performance bonds with a surety acceptable to the City shall be provided to the City upon receipt of a signed contract or purchase order for faithful delivery or performance of items or services as stated in this Bid Invitation. Performance bonds shall include provisions for the City's delay or liquidated damages.

The successful Bidder shall furnish within ten (10) consecutive calendar days after written notice of award, a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

POWER OF ATTORNEY

The Attorney-in-fact who signs bid bonds or contract bonds shall file with each bond a certified and effectively dated copy of his Power of Attorney.

LAWS AND REGULATIONS

All applicable Federal, State, and local laws, ordinances, regulations, and rules of all authorities having jurisdiction over construction of this project shall apply to the contract throughout. They shall be deemed to be included in the contract the same as though herein written out in full.

PUBLIC RECORDS LAW – Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:

CONTRACTOR shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Contract. Specifically, the SERVICE PROVIDER must:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services being performed under the contract.
- (2) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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.
- (4) Meet all requirements for retaining public records and transfer at no cost to the City for all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in their possession and shall promptly provide the City a copy of their 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.

CITY'S RIGHT TO REJECT BIDS

The Owner reserves the right to reject all proposals, to reject any single proposal failing to comply with the terms and conditions of the bid's forms, and to waive irregularities and informalities. No bid shall be considered that fails to comply with the conditions, terms, or minimum specifications as stated in the bid forms or procedures for submittal of bids as authorized in the official advertisement notice and/or other documents pertaining to the bid as authorized by the City.

WRITTEN ADDENDA TO BID

Written addenda issued by the City prior to the bid opening shall be binding as if initially written into the Bid Invitation or Specifications. Bidders shall acknowledge receipt of the same in writing as indicated on the Proposal Form. No verbal representation of the City, its employees, or agents shall be binding, and bidders shall not rely upon them.

COMPLETION OF W-9 FORM

All Bidders shall complete and return a W-9 Form. If not then attached, the City will consider granting the bidder an additional three (3) business days following the bid open date to provide the W-9 Form.

COMPLETION OF PUBLIC ENTITY CRIME STATEMENT FORM

Bidders shall execute the enclosed Form PUR.7068, SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES, including proper checks in the spaces provided and enclose it with the Proposal Form. Corrections to the form will not be allowed after the proposal is received and/or opened.

This form must be included with the bid at the time of bid opening. If not then attached, the City will consider granting the bidder an additional three (3) business days following the bid open date to provide the PUBLIC ENTITY CRIME STATEMENT Form, otherwise the proposal will be rejected.

COMPLETION OF DRUG FREE WORKPLACE COMPLIANCE FORM

Bidders must complete and return with their Proposal Form the enclosed Drug Free Workplace Compliance Form.

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.

PROOF OF INSURANCE AND WORKER’S COMPENSATION

The successful Bidder selected for the project will be required to procure and maintain during the life of the Contract with the City of Green Cove Springs, Florida insurance of the type and in the minimum amounts listed below:

- a. Commercial General Liability
 - 1. General Aggregate \$2,000,000
 - 2. Products and Completed Operations Aggregate \$1,000,000
 - 3. Personal and Advertising Injury \$1,000,000
 - 4. Each Occurrence \$1,000,000
 - 5. Fire Damage (any one fire) \$ 50,000
 - 6. Medical Expense (any one person) \$ 10,000

- b. Automobile Liability
 - 1. Any Automobile-Combined bodily injury/property damage, with minimum limits for all additional coverage as required by Florida law \$2,000,000

- c. Workers Compensation/Employers Liability
 - 1. Workers Compensation statutory limits
 - 2. Employers Liability
 - a. Each Accident \$ 100,000
 - b. Disease-Policy \$ 500,000
 - c. Disease-Each Employee \$ 100,000

- d. Professional Liability
 - 1. When required by contract-per occurrence \$1,000,000

SMALL AND MINORITY BUSINESSES

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. Small and Minority Businesses must submit a copy of their certification issued by the State of Florida, declaring they are in fact a small and/or minority business.

REFERENCES

Bidders should include on the included “Reference” sheet, at least three (3) references for which similar services have been provided in the last five years. City will require references from at least one other municipal government or utility.

ADDITIONAL INFORMATION OR QUESTIONS

Requests for additional information or questions concerning aspects of this Bid Invitation are to be directed to Kim Thomas, at (904) 297-7500 ext. 3320 between 7:00a.m. and 5:30p.m., Monday through Thursday, except legal holidays or by email at kthomas@greencovesprings.com.

SPECIFICATIONS & PERFORMANCE STANDARDS

RFP No. 2024-04, DESIGN/BUILD RIVERS HOUSE BUILDING RENOVATION

I. Scope of Work

The City of Green Cove Springs has issued this Request for Proposal (RFP) to solicit proposals for renovation of the Rivers House located at 219 Spring Street in Green Cove Springs, Florida.

A. Description of Work

The City of Green Cove Springs is seeking to a design/build firm to permit and restore the approximately 2,246 square foot, 2-story residential frame vernacular structure. The primary house was constructed in 1889 and is a contributing structure in the City’s National Historic District. The work is to bring the site up to the Florida Building Code for the exterior of the residence and to enhance the aesthetic appeal of the building. A future phase with funding not included in this bid shall address interior buildout based on a non-residential use that has not been determined at this time.

Demolition

- The left side enclosed porch shall be demolished see photo #2, page 5 of the Hulsberg Limited Structural Assessment report, which was completed on June 16, 2023 and is attached.
- The rear addition shall be demolished, see photo #5, page 7 of the Hulsberg Assessment Report
- Salvage siding and sink.
- Salvage all bricks for future use
- Provide demolition plans to be permitted through the City’s Building Department

Wood Decaying Organism (WDO)

WDO Analysis pursuant to the observations of the Hulsberg Assessment Report shall be provided. Provide WDO fumigation/tent treatment is recommended.

Building Restoration

Building exterior shall be restored to meet the Florida Building Code requirements for the R-3 Occupancy Classification.

This shall generally include but is not limited to:

- Addressing the recommendations set forth in the Hulsberg Assessment Report
- Correcting the foundation, where necessary,
- Replacing all rotten beams and supports,
- Replacing all deck components/decks,
- Adding exterior wall sheathing and replacing missing siding,
- Verifying the roof components are structurally adequate and intact, (dried in)
- Providing infill walls where additions were removed, and

- Painting the exterior of the residence possibly to include metal roof

Detailed Improvements:

Foundation

- Provide construction design plans addressing foundation and closure of openings created from demolition from a Professional Engineer or Architect
- Design criteria for load requirements shall meet the threshold for assembly occupancy in preparation for potential building use.

Roof

- Replace wood rot damaged joists at eaves

ALTERNATIVES:

- Remove metal tiles and install roof sheathing with peel and stick moisture barrier
- Reinstall metal roof tiles
- May require some roof joist bolstering/ collar ties, and fasteners
- Replace missing metal shingles

Porch Roof (approximately 1,315 SF)

- Asphalt flat roof remove and replace rotten sheathing
- Replace any damaged roof joists
- Install standing seam metal roof, flashing and drip edge
- Replace missing/rotten fascia
- Replace missing post column at west elevation

Siding and Trim

- Replace missing or damaged window trim
- Replace missing or damaged siding, (can use some salvaged siding from demo)
- Replace shutters

Deck around north and west elevations

- Correct foundation
- Replace outer joists that have water or wood rot
- Replace missing or damaged deck boards
- Replace deck handrails

PAINT

Exterior of Residence

Permitting for this project will be through the City of Green Cove Springs. The selected firm is responsible for obtaining the applicable permits from the City Building Department. All Permit Fees will be paid directly by the City of Green Cove Springs and shall not be the responsibility of the selected firm.

The proposal shall price the following items separately:

- Phase 1: Building Demolition
- Phase 2: WDO Analysis
- Phase 3: Building Restoration

B. Responsibility

The Design/Build Firm shall be responsible for design, the acquisition of all permits, and construction indicated in the RFP. The Design/Build Firm will coordinate all utility connections to five (5) feet outside the building.

The Design/Build Firm shall demonstrate good project management practices while working on this project. These include communication with the City and others as necessary, management of time and resources, and documentation. The quality of all material must meet the highest standards and must be installed using the best practices of the construction industry. Used or re-purposed material and equipment shall not be used in the construction of this facility, unless otherwise specified.

C. Codes and Standards

The successful Proposer shall design and construct the improvements in accordance with the latest editions of all applicable codes, including but not limited to, applicable codes and standards published by the following:

- a. Americans with Disabilities Act (ADA)
- b. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)
- c. National Fire Protection Association (NFPA)
- d. State of Florida Building Code (FBC)
- e. State of Florida Fire Prevention Code (FFPC)
- f. Underwriters Laboratories (UL)
- g. Leadership in Energy and Environmental Design (LEED)

II. Threshold Requirements

A. Non-Responsive Proposals

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name (also included for Design/Build projects are those proposals

wherein the same Engineer is identified in more than one proposal),, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design/Build Firms for Federally Financed or Assisted Projects.

B. Waiver of Irregularities

Green Cove Springs may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

1. Any design submittals that are part of a proposal shall be deemed preliminary only.
2. Preliminary design submittals may vary from the requirements of the Design and Construction Criteria. Green Cove Springs, at their discretion, may elect to consider those variations rather than rejecting the proposal.
3. The Proposer who is selected for the project will be required to fully comply with the Design and Construction Criteria for the price bid, regardless that the proposal may have been based on a variation from the Design and Construction Criteria.
4. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or established Green Cove Springs policies. Innovation should be limited to Design/Build Firm's means and methods, approach to project, use of new products, new uses for established products, etc.

C. City of Green Cove Springs' Responsibilities

This Request for Proposals does not commit Green Cove Springs to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services. Proposers shall examine the RFP Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished.

D. Design/Build Contract

Green Cove Springs will enter into a Lump Sum contract with the successful Design/Build Firm. In accordance with Section III, the Design/Build Firm will provide a schedule of values to City of Green Cove Springs for their approval with proposal submittal. The total of the Schedule of Values

will be the lump sum contract amount. The terms and conditions of this contract are fixed price and fixed time. The Design/Build Firm’s submitted proposal (time and cost) is to be a lump sum bid for completing the scope of work detailed in the Request for Proposal.

III. Project Requirements and Provision for the Work

A. Innovative Aspects:

All innovative aspects shall be identified separately as such in the Technical Proposal.

An innovative aspect does not include revisions to specifications, standards, or established City policies. Innovation should be limited to Design/Build Firms means and methods, approach to project, etc.

B. Verification of Existing Conditions:

The Design/Build Firm shall be responsible for verification of existing conditions, including research of all existing City of Green Cove Springs and other information.

By execution of the contract, the Design/Build Firm specifically acknowledges and agrees that the Design/Build Firm is contracting and being compensated for performing thorough investigations of existing building conditions to support the design developed by the Design/Build Firm and that any information is being provided merely to assist the Design/Build Firm in completing thorough site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

C. Submittals:

1. Plan Submittals:

Plans must meet the minimum contents of a particular phase submittal prior to submission for review. The particular phase of each submittal shall be clearly indicated on the cover sheet. The Design/Build Firm shall provide copies of required review documents as listed below for review by the City once the firm has been selected. The City does not expect the Design/Build Firm to submit a detailed set of plans at time of bid.

Construction Plans

- 1 original PDF list of Schedule of Values
- 1 complete project PDF of plans and other documents
- Printed or electronic sets necessary for permitting to the City of Green Cove Springs Building Department.

Record Set:

The Design/Build Firm shall furnish to Green Cove Springs, upon project completion, the following:

- 1 set of 11” X 17” red-lined field drawings to reflect actual installations.
- 1 PDF of red-lined field drawings to reflect actual installations.

The Design/Build Firm’s Professional Engineer in responsible charge of the project’s design shall professionally endorse (sign and seal) the record prints, the special provisions and all reference and support documents.

The Design/Build Firm shall complete the record set as the project after the project has been constructed. The record set becomes the as-builts at the end of the job and signed/sealed changes are by the EOR. The record set shall reflect all changes initiated by the Design/Build Firm or Green Cove Springs in the form of revision. The City’s Project Manager shall do a review of the record set prior to final acceptance in order to complete the record set.

D. Project Schedule:

The Design/Build Firm shall submit a project schedule, to establish the contract duration as part of the Technical Proposal. The proposed schedule should allow 7 calendar days (excluding Holidays) for City review of all design submittals and shall not extend beyond nine (9) months for total construction and project completion.

E. Key Personnel/Staffing:

The Design/Build Firm’s work shall be performed and directed by key personnel identified in the Technical Proposal by the Design/Build Firm. Any changes in the indicated personnel shall be subject to review and approval by the City’s Project Manager. The Design/Build Firm shall have available a professional staff that meets the minimum training and experience set forth in Florida Statute Chapter 455 and Chapter 553.

F. Meetings and Progress Reporting:

The Design/Build Firm shall anticipate periodic meetings with City personnel and other agencies as required for resolution of design and construction issues. These meetings may include:

- Technical issue resolution
- Permit agency coordination
- Local government agency coordination
- Scoping Meetings
- Public Involvement
- Utility Meetings
- Design Kickoff Meeting

- Comment Resolution
- Pre-construction Meeting

During design, the Design/Build Firm shall meet with the Green Cove Springs' Design Project Manager on a biweekly basis and provide two-week look ahead of the activities to be completed during the upcoming two weeks.

During construction, the Firm shall meet with the Construction Project Manager on a bi-weekly basis and provide a two-week look ahead for activities to be performed during the coming week.

The Design/Build Firm shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

The Design/Build Firm shall provide plans and/or comment responses for discussion at a comment resolution meeting at each phase submittal. The comment resolution meeting(s) shall be shown in the project schedule. The Design/Build Firm shall provide responses to the comments within fifteen (15) working days of the completed comments from the City's review staff.

G. Schedule of Values:

The Design/Build Firm will be responsible for invoicing Green Cove Springs based on current invoicing policy and procedure. Progress payment invoices may be submitted no more often than monthly. Invoicing will be based on the completion or percentage of completion of major, well-defined tasks as defined in the schedule of values.

Final payment will be made upon final acceptance by Green Cove Springs of the Design/Build project. The Design/Build Firm must submit the schedule of values to the City's Project Manager for approval. No invoices shall be submitted prior to City approval of the schedule of values.

Upon receipt of the invoice, the City's Project Manager will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

H. Construction Inspection:

Construction Inspection services will be provided by the City and shall not be included in price as part of this proposal.

IV. Design and Construction Criteria

A. Shop Drawings:

The Design/Build Firm shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall be submitted to the City's Project Manager and shall bear the stamp and signature of the Design/Build Firm's Contractor Engineer of Record (EOR), and Specialty Engineer and signed and sealed by the Contractor's EOR or the Specialty Engineer as appropriate.

Green Cove Springs shall review the Shop Drawing(s) to evaluate compliance with project requirements and provide any findings to the Design/Build Firm. Green Cove Springs' procedural review of shop drawings is to assure that the Design/Build Firm and the EOR have both accepted and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. Green Cove Springs' review is not meant to be a complete and detailed review. Upon review of the shop drawing, Green Cove Springs will stamp "Released for Construction" or "Released for Construction as noted" and initialed and dated by the reviewer.

B. Sequence of Construction and Post Construction:

The Design/Build Firm shall construct the work in a logical manner. The firm shall also coordinate with other tenants in the classroom building in order to maintain direct access and minimize impact to their operations.

V. Technical Proposal Requirements:

A. General:

Each Design/Build Firm being considered for this project is required to submit a Technical Proposal. The proposal shall include sufficient information to enable Green Cove Springs to evaluate the capability of the Design/Build Firm to provide the desired services. The data shall be significant to the project and shall be innovative, when appropriate, and practical. Discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

B. Submittal Requirements:

The Technical Proposal shall be bound with tabs labeled Section 1 through Section 7 with the information, paper size and page limitation requirements as listed below.

A copy of the complete "Technical Proposal" must also be submitted in PDF format on a flash drive with a minimum font size of twelve (12).

Section 1: Written Technical Proposal

- Paper size: 8½” x 11”, additional larger charts and graphs may be provided if folded neatly to 8½” x 11”
- Maximum allowed pages: 10 (larger pages folded are considered one page)

The minimum information to be included:

- Approach and Understanding of the Project:

The Design/Build Firm shall present a comprehensive plan for completing the specified work. The plan should address all significant construction issues and constraints and should demonstrate efficient use of manpower, materials, equipment, construction schemes, and techniques for completing the project.

- Staffing Plan:

The Design/Build Firm shall submit a staffing plan, which clearly illustrates the key elements of the organizational structure proposed to accomplish the management, technical, construction and administrative services required. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall be discussed. Green Cove Springs must approve any changes to the Project Management and Key Personnel. Other items to be included in the discussion of the staffing plan are:

1. Man-loading requirements (both quality and quantity) for all technical services.
2. Man-loading capabilities of all team firms.
3. Man-loading availability for the project.

- Responsible Office:

Design/Build Firms being considered for this project may have more than one office location. The office assigned responsibility for the work shall be identified in the Technical Proposal. If different elements of the work will be done at different locations, those locations shall be listed.

- Company Background Qualifications:

Provide a brief history of your company and all sub-contractors/sub-consultants involved in this proposal. Include information such as when it was founded, types of construction services provided.

- List of projects:

List all projects of similar scope completed within the last five years, preferably for local municipalities/governments. The project list should include the name, address, telephone number and email address of a contact person for each project cited.

- Other Appropriate Data:

Statement of Bidders Qualifications (form attached)
 W-9 (form attached)
 Certificate of Insurance
 General Contractor License (provide a copy)

Other data demonstrating the ability of the Design/Build Firm to provide the desired services may be included in the Technical Proposal.

- Coordination:

During the performance of the services, coordination must be maintained with Green Cove Springs and/or other agencies. A suggested method for assuring proper coordination shall be addressed in the Technical Proposal.

Section 2: Resumes of Key Project Personnel

- Paper size: 8½" x 11"
- Maximum allowed pages: 20 (Each Résumé is limited to one (1) page per person)
- The minimum information to be included: experience directly relevant to this project for each key project personnel identified in staffing plan.

Section 3: Proposed Schedule

The Design/Build Firm shall submit a project schedule, to establish the contract duration as part of the Technical Proposal. The proposed schedule should allow 7 calendar days (excluding Holidays) for City review of all submittals and shall not extend beyond June 14, 2024 for total construction and project completion.

- Paper size: 8½" x 11" or larger if folded neatly to 8½" x 11"
- Maximum allowed pages: 1
- The minimum information to be included in the summary schedule of anticipated major milestones and their associated phasing as follows:

Anticipated Award Date (Currently the May 7, 2024 Council Meeting)
 Design Schedule
 Design Reviews by City

Permitting
Start of Construction
Construction Milestones
Construction Phasing
Final Completion Date for all Work

Section 4: Innovative Aspects

- Paper size: 8½" x 11"
- Maximum allowed pages: 2
- Any supportive information associated with the innovative aspects being proposed.

Section 5: Quality Management Plan

- Paper size: 8½" x 11"
- Maximum allowed pages: 2
- Summary Only

Section 6: Design/Build Firm Contractor Guaranteed/Value Added

- Paper size: 8½" x 11"
- Maximum allowed pages: 4

Section 7: Design/Build Support Documents

- Paper size: 8½" x 11"
- Maximum allowed pages: 10

PROPOSAL EVALUATION

Evaluation Committee

Green Cove Springs will appoint staff to serve on the Evaluation Committee. The Evaluation Committee will review, evaluate, and make recommendations regarding the Proposals according to the criteria set forth in this RFP. The Evaluation Committee, at its sole discretion, shall have the right to seek written clarifications and/or additional information from Proposers, verify information submitted and check project references, in order to fully understand the Proposals.

Evaluation Process

Proposal Documents must be submitted by the Submittal Deadline specified. Once received, the review and notification process will be as follows:

- a. The Evaluation Committee will review and then provide an overall score for each Proposal. The Evaluation Committee shall provide the rankings to the Board with the recommendation for selection of a Firm.
- b. The City Council shall review and consider the Evaluation Committee's rankings and recommendation. The Council may require Firms to make oral presentations to the Council. The Council shall make the final selection and award and may direct staff to negotiate an Agreement with the Selected Proposer, as it determines to be in the best interest of and most advantageous to Green Cove Springs.

RESPONSE SUBMITTAL FORMAT

1. **Price Proposal:** The proposal shall be for the Lump Sum cost to perform all work proposed in this RFP. Provide a schedule of values with proposal. The City reserves the right to request additional breakdown of cost if necessary, at time of evaluation of proposals.
2. **Personnel and Adequate Resources:** Provide project staffing plan along with details and experience of proposed staff. This is to include information related to where said services will be provided, number of staff assigned to the projected and current workload and resumes of key project personnel.
3. **Project Approach and Schedule of Completion of the Project:** Include a narrative to show the proposer has an understanding of the scope and objectives to be performed. The proposer should describe the approach to the services as required and the specific work plan, including implementation plan and schedule to be employed to complete the work.
4. **Company Background Qualifications:** Provide a brief history of your company and all sub-contractors/sub-consultants involved in this proposal. Include information such as when it was founded, types of construction services provided.

- 5. **List of projects:** List all projects of similar scope completed within the last five years, preferably for local municipalities/governments. The project list should include the name, address, telephone number and email address of a contact person for each project cited.

SELECTION AND EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated and ranked according to the following evaluation criteria set forth in this Section:

<u>Evaluation and Ranking Criteria</u>	<u>Ranking Weight</u>
Price Proposal.....	70 Points
Personnel and Adequate Resources.....	10 Points
Project Approach/Schedule of Completion.....	10 Points
Company Background / Qualifications	5 Points
A List of Similar Projects.....	<u>5 Points</u>
	100 Points

BID FORM
RFP No. 2024-04, DESIGN/BUILD – RIVERS HOUSE RENOVATION

Lump Sum Price for Demolition (left side enclosed porch and rear addition per plans, specifications, and bidding documents): \$ _____

Lump Sum Price for Wood Decaying Organism Analysis (per plans, specifications, and bidding documents): \$ _____

Building Restoration (per plans, specifications, and bidding documents): \$ _____
(A Schedule of Values is required with proposal)

Total Price Written in Words: _____

Proposals may not be withdrawn after the scheduled opening time for a period of sixty (60) days.

The City reserves the right to request a breakdown of cost if necessary, at time of evaluation of proposals.

Failure to complete all fields may result in your bid being rejected as non-responsive.

CORPORATE DETAILS:

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

CONTRACTOR LICENSE # _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____ Date: _____

Area Representative Contact Information: _____

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Signature: _____ Date: _____

STATEMENT OF BIDDER’S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

- 1. Name of bidder.
- 2. Permanent main office address.
- 3. Copy of licenses required to perform work.
- 4. Date firm was organized.
- 5. How many years have you been engaged in the contracting business under your present firm or trade name?
- 6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
- 7. Have you ever failed to complete any work awarded to you?
- 8. Have you ever defaulted on a contract?
- 9. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
- 10. List your major equipment **available for this project**.
- 11. Experience in construction work similar in importance to this project.
- 12. Background and experience of the principal members of your organization, including the officers.
- 13. Credit available: \$_____.
- 14. Give bank reference.
- 15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the County?
- 16. The undersigned hereby authorizes and request any person, firm, or corporation to furnish any information requested by the County in verification of the recitals comprising this Statement of Bidder’s Qualifications.

Bidder

Date

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

RFP No. 2024-04, DESIGN/BUILD – RIVERS HOUSE RESTORATION

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

“NO BID” Statement
RFP No. 2024-04, DESIGN/BUILD – RIVERS HOUSE RENOVATION

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to: City of Green Cove Springs, Attn: Kim Thomas, 2nd Floor, 321 Walnut Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- Specifications are too restrictive (please explain below or attach separately)
- Unable to meet specifications
- Specifications were unclear (please explain below or attach separately)
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform at this time
- Unable to meet bond requirements
- Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ E-mail: _____

Print Name: _____ Title: _____

Address: _____

City: _____ Zip: _____

POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

DEFINITIONS

1. **SMALL BUSINESS** – An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships. The one million dollar net worth requirement shall include both personal and business investments.
2. **MINORITY BUSINESS ENTERPRISES** - Any small business concern which is organized to engage in commercial transactions, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.
3. **CERTIFIED MINORITY BUSINESS ENTERPRISE** - A business enterprise which has been verified by the State of Florida Department of General Services as a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.
4. **MINORITY PERSONS**- "minority" is defined in Ch. 288.703, Florida Statutes as African American, Hispanic American, Asian American, Native American or American Woman.

ACTION PLAN

In that the City of Green Cove Springs will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the City will be bound by the provisions of Section III of the Housing and Urban Development Act of 1986, the Equal Opportunity Act, Executive Order 11246, and the City's desire to enhance the opportunities for small and minority businesses and local businesses to participate in contracts with the City.

To accomplish this objective, the City Council establishes and implements the following steps to insure the deployment of affirmative action in expenditures for contractual services, commodities, and construction contracts.

1. To utilize the news media, Chamber of Commerce, State Department of General Services, local advertising services, citizen advisory boards, regional planning councils, listing by federal agencies, and other appropriate sources to identify small and minority business concerns for possible involvement with the City contracts.
2. To maintain and update the listing of small and minority businesses concerns and notify them of contracting opportunities with the City.
3. To maintain records (copies of memoranda, general correspondence, etc.). To determine that all steps in the action plan have been followed.
4. To establish or utilize an existing position to function and the Equal Opportunity Officer to coordinate the implementation of the Affirmative Action Plan with operators of City administered or City funded projects and programs.

POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. By assisting small and minority businesses, the City will help to expand and develop the small and minority business section in and around the City of Green Cove Springs.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (HUD), the City will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The City will also comply with the Section III clause which requires:

1. To the greatest extent feasible; opportunities for training and employment are given to low income project area residents.
2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in or owned in substantial part by persons residing in the project area.
3. Certifying that parties to the contract are under no obligation which would prevent them from complying.
4. Ensuring that the contractor will send labor organizations with which he has had a collective bargaining agreement, a notice stating his commitments under this section and post this notice in places available to employees.
5. Ensuring that the contractor will include a "Section III Clause" in every subcontract, and
6. Ensuring that the contractor will not subcontract with anyone that has previously violated Section III requirements.
7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract.
8. Include Section III requirements in bid invitations and contract specifications.
9. Cooperate with secretary of Housing and Urban Development in obtaining compliance from the recipient's contractors,
10. Submit to compliance reviews by HUD when necessary, and,
11. Permit HUD access to all required records, accounts, reports books, etc.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
 by _____
(print individual's name and title)
 for _____
(print name of entity submitting sworn statement)
 whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____
 (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as described in paragraph 287.133(1)(a), Florida Statute, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies:**

-----Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally know: _____ Title: _____

OR produced identification _____ Notary Public –State of _____

_____ My commission expires _____

(Type of identification)

Printed typed or stamped commissioned name of notary public

DRUG-FREE WORKPLACE COMPLIANCE FORM

In order to have a drug-free workplace program, a business shall abide as follows:
The undersigned vendor/contractor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees or drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in item 1, above.
4. In the statement specified in item 1, notify the employees that as a condition of working on the commodities or contractual services which are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that, _____

_____ (name of business), fully complies/does not comply with the above requirements.

Vendor/Contractor Signature

Date

**STANDARD ADDENDUM
TO ALL
CITY CONTRACTS AND AGREEMENTS**

Any other provisions of the Contract or Agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said Contract or Agreement or not, and shall be deemed an integral part of said Contract or Agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the Contract or Agreement address a particular matter in a manner which results in a lower cost to the City than this Standard Addendum, then such provisions of the Contract or Agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the Contract or Agreement providing construction, labor, materials, professional services, and/or equipment to the City thereunder; the term "City" means Green Cove Springs, a municipal corporation of the State of Florida, its City Council, or any other name or label set forth in the Contract or Agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered, or installed under the Contract or Agreement (the Work) shall be made by the City in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request, the City shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services sub-contracted for by the Contractor for which the City has agreed to reimburse the Contractor shall not be marked up but shall be payable by the City only in the exact amount reasonably incurred by the Contractor. No other such sub-contracted services shall be reimbursed.
3. In the event the Contract or Agreement is for professional services, charged on a time basis, the City shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its sub-contractors, employees, officers, or agents in connection with the services being rendered.
4. The City shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
5. The City shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor, except as follows, and then only at \$0.05 per page [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
6. If and only if travel and per diem expenses are addressed in the Contract or Agreement in a manner which expressly provides for the City to reimburse the Contractor for the same, then the City shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes or as otherwise limited by Florida law. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the City shall reimburse the

Contractor for his, her, or its reasonable expense incurred thereby provided prior written approval of the City Manager of the City or his or her designee is obtained.

- 7. With respect to drawings and/or plans prepared on behalf of the City by the Contractor under the Contract or Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the City for all bidders requesting the same, and five (5) complete sets of such drawings and/or plans shall be reproduced and delivered to the City without cost.
- 8. With respect to any indemnification by the City provided under the Contract or Agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.
- 9. In that the City is a governmental agency exempt from sales tax, the City shall pay no such taxes, any other provisions of the Contract or Agreement to the contrary notwithstanding. The City shall provide proof of its exempt status upon reasonable request.
- 10. Any pre-printed provisions of the Contract or Agreement to the contrary notwithstanding, the same shall not automatically be renewed but shall be renewed only upon subsequent agreement of the parties.
- 11. The Contractor acknowledges that in the budget for each fiscal year of the City during which the term of the Contract or Agreement is in effect, a limited amount of funds are appropriated which are available to make payments arising under the Contract or Agreement. Any other provisions of the Contract or Agreement to the contrary notwithstanding, and pursuant to applicable Florida Statutes, the maximum payment that the City is obligated to make under the Contract or Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

CITY OF GREEN COVE SPRINGS

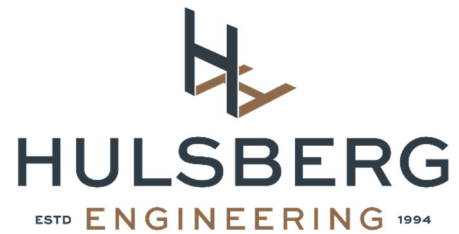
CONTRACTOR

By: _____
Constance Butler, Mayor

By: _____
(Printed Name and Title)

ATTEST:

By: _____
Erin West, City Clerk



June 16, 2023

Mr. Michael P. Daniels
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

**Re: Report of Limited Structural Assessment
219 Spring St, Green Cove Springs, FL 32043**

To Whom It May Concern:

A site visit was made to the subject property on May 16, 2023 in order to observe the structure in its existing state and comment on its structural integrity. According to the Clay County Property Appraiser's web site, the original home was reportedly built in 1900 and is being considered for restoration and repair. This report summarizes our observations and findings.

Observations

During the site visit, observations were made from readily accessible portions of the interior and around the exterior of the structure, as well as from within the attic and crawl spaces located above and below the home. The residence is a two-story, wood framed structure that is currently vacant. For the purposes of this report, all directional descriptions are made assuming one is facing the front (i.e. Spring Street) side of the home. Two one-story additions appear to have been added onto the rear side of the main home at unknown later dates. There are elevated wood decks attached to the rear left sides of the additions. The home also includes open, covered porches on the front and right side, as well as an enclosed covered porch on the left side.

The structure is supported by an off-grade foundation system consisting of 2x dimensional lumber supported by masonry piers presumably on spread footings. The exterior walls are clad with wood siding. Conventional sawn lumber joists and rafters comprise the ceiling, floor, and roof framing. The main home has a gable roof (ridge oriented front-to-back) with monoslope shed roofs located over the porches. Representative photographs of the observed conditions are attached at the end of this report.

Main Home:

Observations of the main home revealed conditions that were generally consistent with its advanced age. Various cracks were observed in the interior plaster along with scattered areas of delaminating paint. The cracks are hairline in width and typically occurred at the corners of

window and door openings. The roof rafters within the attic appeared to be in good condition with no obvious signs of distress; however, the spaced boards used to support metal roof covering were observed to have multiple areas of rot from the exterior. The metal roofing displays signs of rust. The ground floor framing generally felt sturdy when walking around the home. This is consistent with our observations of the crawl space beneath the main home, which revealed conditions to be expected under a home of this age (i.e. evidence of minor termite damage, isolated areas of moisture-related damage, etc.), but no significant structural deficiencies. From the exterior, multiple areas of rotten and/or damaged wood siding were observed around the perimeter of the home.

Rear Additions

Observations of the rear additions revealed these portions of the home are in severe state of disrepair. Several of the wall studs, as well as the floor beams, display varying degrees of moisture damage, as well as evidence of past wood destroying organism (WDO) related damage. The perimeter floor beams under the exterior walls are severely deteriorated. Large sections of the exterior siding have either rotted away or been removed, revealing that the underlying framing is insufficient or missing around some of the windows. There is a wood deck along the rear and left side of the additions that appeared unsafe to walk on. Limited observations into the deck crawl space revealed overspanned and rotten floor framing.

Covered Porches

Observations of the enclosed covered porch along the left side of the home revealed multiple structural issues in the floor framing. The floor felt extremely soft and “spongy” with noticeable deflection when walking along the front left portion of the porch. Moisture related staining was also observed to the flooring in this area. Our crawl space observations revealed that the floor system is in a severe state of disrepair. The level of deterioration is to such an extreme that little to no wood material remains in several of the joists. The existing joists also appear to be overspanned, with even the less damaged members displaying a sagging appearance. Multiple previous repairs appear to have been attempted to this area over the years using improperly supported wood posts. Many of the posts have rotted and collapsed.

The open covered porches along the front and right side of the home appeared to be in fair condition consistent with their age. Limited access to the porch beams revealed some moisture-related discoloration, along with scattered areas of termite damage. Without removal of the exterior siding, it is difficult to evaluate the condition of the beams and posts in the covered porch area; however, the possibility that further termite/water damage exists should be anticipated. The ground floor appeared to show slight deflection when walking. While the floor framing under these porches is in a better condition than the left enclosed porch, some of the members appear to be overspanned.

Conclusions

In my professional opinion, the structure is in fair to poor condition. While much of the framing within the main home may be repairable, the damage to the porches/additions is so extensive that complete reconstruction of those areas will be required. Dependent upon the structure's historic significance, repairs and upgrades may be preferred rather than total demolition. The below repairs can be anticipated:

- The spaced boards supporting the metal roofing, as well as the metal roofing itself, will require replacement.
- Our observations revealed that the existing building is severely lacking in lateral wind resistance. Should it be required to meet current wind load demands in the building code, the installation of wood structural panel sheathing around the building exterior, along with metal tie-downs throughout the home, would be required.
- Much, if not all, of the exterior wood siding will need to be replaced.
- The perimeter floor beams and rotten floor framing observed in the rear additions will require replacement. The observed damaged wall framing in the additions will require replacement. Additional damage outside of what was observed should be expected as more of the existing framing is exposed. Due to the potential for collapse, the deck areas along the rear and left sides of the additions should be cordoned off and demolished.
- The entire ground floor of the left side enclosed porch can be presumed to be deficient and will require complete replacement.
- The overspanned floor members of the open, covered porches will require strengthening at various locations. This strengthening can consist of replacing the existing lumber with larger, stronger members and/or adding supplemental supports (i.e. additional beams, CMU piers, and footings) to shorten the existing member spans.
- While no evidence of an active termite/WDO infestation was identified, the fact that termite /WDO related damage was observed in several locations suggests that it is likely additional damage will be found as more framing is uncovered. This could vastly affect the extent of estimated repairs.

The building's undetermined potential usage could also increase the costs associated with the current structure. During the site visit, a change of use/occupancy was mentioned as a possibility, which can lead to increased loading demand requirements. The current structure is classified per the Florida Building Code as "Residential." Any changes to a different occupancy would not be recommended, as this could potentially require all the floor framing assemblies to be strengthened to support the increased load demand. This would be a very costly undertaking.

Even without a change in use, the extent of repairs will likely trigger provisions in the Florida Building Code which specify that the entire structure be brought up to current standards. This will have significant implications for all building systems (i.e., mechanical, electrical, etc.). If the structure has a historical designation, then the above provisions may vary at the discretion of the local building official.

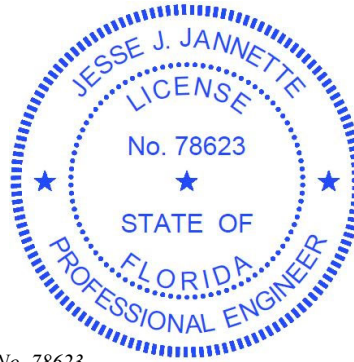
Limitations

Please note that this assessment was limited to the noted areas only, and should not be viewed as a comprehensive structural evaluation of the entire home. No calculations were performed to verify code compliance. Further hidden considerations may exist and allowance should be made for unforeseen damage. Wood-destroying organism and mold considerations, which represent a serious concern, are outside our area of expertise and are excluded from our scope of services.

If you have any further questions, please feel free to contact my office.

Sincerely,

Digitally signed by Jesse Jannette
Date: 2023.06.16 10:20:13 -04'00'



Jesse J. Jannette, P.E.
FL PE No. 78623

Jesse J. Jannette, State of Florida, Professional Engineer, License No. 78623

This item has been electronically signed and sealed by Jesse J. Jannette, P.E. on June 16, 2023 using a Digital Signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



Photo 1: Front of structure



Photo 2: Left Side Main Home/Enclosed Porch – Note Rust to Metal Roofing



Photo 3: Attic



Photo 4: Deteriorated Boards Supporting Metal Roof



Photo 5: Dilapidated Rear Addition



Photo 6: Rear Addition – Deteriorated Perimeter Beam



Photo 7: Rear Addition – Damaged Studs



Photo 8: Enclosed Porch Floor Framing – Improper Wood Post/Damaged Floor Joist



Photo 9: Enclosed Porch Floor Framing – Previous Repair/Unsupported Beam

Bid RFP 2024-04
Rivers House Exterior Renovation Scoring Sheet

Name of Evaluator: JOHN COFFE Date: 08/01/2024

Name of Firm: BOURKE CONSTRUCTION GROUP, LLC

- **Project Approach.** A clear understanding of the project and approach articulated that will be taken to accomplish the Scope of Work and help the City to meet its goals with schedule of completion

0-10 points 10

- **Personnel and Adequate Resources.** Professional qualifications, expertise, quality, and depth of key personnel with similar projects.

0-10 points 10

- **Company Background / Qualifications.** Resumes of personnel assigned to this project, including relevant experience.

0-5 points 5

- **List of Similar Projects**

0-5 points 3

- **Price Proposal.** A competitive and reasonable fee, estimated costs, and the flexibility to adjust the proposed work program to meet budget constraints.

0-70 points 55

TOTAL SCORE 83

Bid RFP 2024-04
Rivers House Exterior Renovation Scoring Sheet

Name of Evaluator: Michael Daniels Date: 8/1/24

Name of Firm: Bourne Construction GRP

- **Project Approach.** A clear understanding of the project and approach articulated that will be taken to accomplish the Scope of Work and help the City to meet its goals with schedule of completion

0-10 points 8

- **Personnel and Adequate Resources.** Professional qualifications, expertise, quality, and depth of key personnel with similar projects.

0-10 points 8

- **Company Background / Qualifications.** Resumes of personnel assigned to this project, including relevant experience.

0-5 points 4

- **List of Similar Projects**

0-5 points 2

- **Price Proposal.** A competitive and reasonable fee, estimated costs, and the flexibility to adjust the proposed work program to meet budget constraints.

0-70 points 60

TOTAL SCORE 82

Bid RFP 2024-04
Rivers House Exterior Renovation Scoring Sheet

Name of Evaluator: Steve Kennedy Date: 8/1/24

Name of Firm: Bourne Construction

- **Project Approach.** A clear understanding of the project and approach articulated that will be taken to accomplish the Scope of Work and help the City to meet its goals with schedule of completion

0-10 points 9

- **Personnel and Adequate Resources.** Professional qualifications, expertise, quality, and depth of key personnel with similar projects.

0-10 points 9

- **Company Background / Qualifications.** Resumes of personnel assigned to this project, including relevant experience.

0-5 points 5

- **List of Similar Projects**

0-5 points 5

- **Price Proposal.** A competitive and reasonable fee, estimated costs, and the flexibility to adjust the proposed work program to meet budget constraints.

0-70 points 65

TOTAL SCORE 93

Bid RFP 2024-04
Rivers House Exterior Renovation Scoring Sheet

Name of Evaluator: Lyndi Knowles Date: 8/1/2024

Name of Firm: Bourre Construction Group

- **Project Approach.** A clear understanding of the project and approach articulated that will be taken to accomplish the Scope of Work and help the City to meet its goals with schedule of completion

0-10 points 10

- **Personnel and Adequate Resources.** Professional qualifications, expertise, quality, and depth of key personnel with similar projects.

0-10 points 10

- **Company Background / Qualifications.** Resumes of personnel assigned to this project, including relevant experience.

0-5 points 5

- **List of Similar Projects**

0-5 points 2

- **Price Proposal.** A competitive and reasonable fee, estimated costs, and the flexibility to adjust the proposed work program to meet budget constraints.

0-70 points 65

TOTAL SCORE 92

04
Bid RFP 2024-02
Rivers House Exterior Renovation Scoring Sheet

Name of Evaluator: Mike Null

Date: 7/31/24

Name of Firm: Bowre

- **Project Approach.** A clear understanding of the project and approach articulated that will be taken to accomplish the Scope of Work and help the City to meet its goals with schedule of completion

0-10 points 10

- **Personnel and Adequate Resources.** Professional qualifications, expertise, quality, and depth of key personnel with similar projects.

0-10 points 10

- **Company Background / Qualifications.** Resumes of personnel assigned to this project, including relevant experience.

0-5 points 2 *No historical restrictions*

- **List of Similar Projects** *None historical*

0-5 points 1

- **Price Proposal.** A competitive and reasonable fee, estimated costs, and the flexibility to adjust the proposed work program to meet budget constraints.

0-70 points 66 *Budget \$ 219K*
Bid \$ 225K

TOTAL SCORE 89



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** August 6, 2024
FROM: Erin West, City Clerk
SUBJECT: City Council approval of appointments to the 2024 Charter Review Committee. *Erin West*

BACKGROUND

Each Council Member is requested to present two (2) names for appointment at tonight's meeting.

The Charter Review Committee shall commence on or about August 13, 2024. After examination of the current City Charter, a final report shall be submitted no later than the October 15, 2024 City Council meeting. The Charter Review Committee's recommendations shall be considered by the City Council for determination and direction by the City Attorney to prepare an Ordinance placing said Amendments, if any, on the ballot for the April 8, 2025 election. The first and second reading of said Ordinance would then be scheduled for the November 12, 2024 and December 10, 2024 Agendas, respectively.

FISCAL IMPACT

NA

RECOMMENDATION

Motion to approve City Council appointments of two (2) registered electors of the City (two (2) per City Council Member) to serve on the 2024 Charter Review Committee with City Staff providing advisory support to the Committee.

City Council Meeting Polling Results

8/6/2024

Item #24.

Overview:

During the Council Meeting on June 4, 2024, Mayor Kelley suggested modifying the City Council Meetings' start time. To collect public input, a poll was conducted on Facebook, Instagram, and Nextdoor from June 17 to July 11, 2024, resulting in a total of 305 responses across the three platforms. Please note that you cannot close a poll from Facebook or Instagram without deleting the entire post, so these numbers are as of 7/11/2024 at 5:30 p.m.

6:00 PM

	FACEBOOK	INSTAGRAM	NEXTDOOR
TOTAL RESPONSES	117	17	12

6:30 PM

	FACEBOOK	INSTAGRAM	NEXTDOOR
TOTAL RESPONSES	27	7	7

7:00 PM

	FACEBOOK	INSTAGRAM	NEXTDOOR
TOTAL RESPONSES	105	3	10

TOTAL*

TIME	TOTAL COMBINED RESPONSES	COMBINED %
6:00 PM	146	48%
6:30 PM	41	13%
7:00 PM	118	39%
TOTAL	305	

*Total combined responses divided by 305 = Combined %

Public Recommendation:

Based on the polling, **6:00 pm is the preferred start time** for the City Council Meetings with keeping it at 7:00 PM coming in second. There were a few comments asking for an even earlier start time (mainly 4:00 PM).

Additional information:

Total followers across platforms, excluding duplicates.

Platform	# of Followers
Facebook Page - City	11,800+
Facebook Page - Residents of Green Cove Springs/Clay County	23,400+
Instagram	2,450+
Nextdoor	3,220+
TOTAL	40,870+